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Certificate No.	:	IN-KA24303358452008P
Certificate Issued Date	:	26-Apr-2017 03:32 PM
Account Reference	:	SHCIL (FI)/ ka-shcil/ JC ROAD/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKA-SHCIL97194098804492P
Purchased by	:	PRESTIGE ESTATES PROJECTS LTD
Description of Document	:	Article 12 Bond
Description	:	RECONSTITUTION DEED
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PRESTIGE ESTATES PROJECTS LTD
Second Party	:	ZAYD NOAMAN
Stamp Duty Paid By	:	PRESTIGE ESTATES PROJECTS LTD
Stamp Duty Amount(Rs.)	:	2,000 (Two Thousand only)

Authorised Signatory
for Stock Holding Corporation of India Ltd.

Please write or type below this line

Part 1/2 This Stamp paper forms part of reconstitution deed of Prestige Ratthatholdings (name changed to Prestige Pallavaram Ventures) dated 26/4/2017 executed amongst Prestige Estates Projects Ltd, Estra Enterprises Pvt Ltd and Mr. Zayd Noaman.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.

RECONSTITUTION DEED OF PARTNERSHIP

This reconstitution deed of partnership ('**Deed**') is made and executed on this the 26th day of April 2017 at Bangalore between:

1. **PRESTIGE ESTATES PROJECTS LIMITED**, a Company incorporated under the Companies Act of 1956, having its Registered Office at 'The Falcon House', No. 1, Main Guard Cross Road, Bangalore – 560 001, represented by its Chairman and Managing Director, Mr. Irfan Razack, hereinafter referred to as **FIRST PARTY**, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns;

2. **ESTRA ENTERPRISES PRIVATE LIMITED**, a Company incorporated under the Indian Companies Act of 1956, having its Registered office at 6th Floor, Tower C, TEK Meadows, No. 51, Rajiv Gandhi Salai (OMR), Sholinganallur, Chennai – 600 119, represented by its Director, Mr. Harinder Singh, hereinafter referred to as **"SECOND PARTY"** which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns;

3. **Mr. ZAYD NOAMAN**, S/o Mr. Noaman Razack, aged about 26 years and residing at No. 21/22-5, Craig Park Layout, M. G. Road, Bangalore – 560001 herein referred to as **'THIRD PARTY"** which expression shall mean and include where the context so requires or admits his legal heirs, administrators, representatives and executors;

The First Party referred to as CONTINUING PARTNER, which expression shall mean and include their successors and permitted assigns.

The Second Party referred to as RETIRING PARTNER, which expression shall mean and include their successors and permitted assigns.

The Third Party referred to as INCOMING PARTNER, which expression shall mean and include his successors and permitted assigns.

For PRESTIGE ESTATES PROJECTS LIMITED

Authorised Signatory

For ESTRA ENTERPRISES PRIVATE LIMITED

Director

Zayd Noaman

AZN

The parties to this Deed shall individually be referred to as Partner and jointly as Partners, which expression shall mean and include their successors and permitted assigns.

WHEREAS the parties from First to Second were carrying on business under the Reconstitution Deed of Partnership under the name and style as **M/S. PRESTIGE RATTHA HOLDINGS**, having its principal place of business at 'The Falcon House, No. 1, Main Guard Cross Road, Bangalore – 560 001, hereinafter referred to as the Firm.

WHEREAS the SECOND party has expressed their intention to retire as partner of the partnership firm with effect from 26th day of April 2017 (reconstitution date).

WHEREAS the Third PARTY has expressed intention to join as partner of the partnership firm with effect from 26th day of April 2017.

WHEREAS the Continuing Partner has agreed for the retirement of retiring partners and to induct the Incoming Partner by reconstituting the Firm with effect from 26th day of April 2017.

WHEREAS the parties hereto are desirous of recording in writing the terms and conditions of reconstitution of the Firm and continue the partnership business of the Firm, with effect from 26th day of April 2017 on the terms and conditions set forth hereinafter.

THIS DEED OF RECONSTITUTION OF PARTNERSHIP WITNESSTH and the parties hereto agree as follows:

A. That the **'Continuing Partner'** hereby agrees to the retirement of **'Retiring Partner** and to continue the business of the said firm in the new name of **M/S. PRESTIGE PALLAVARAM VENTURES.**

B. That the **'Continuing Partner'** hereby agrees to induct the **'Incoming Partner'** as Partner of the firm **M/S. PRESTIGE PALLAVARAM VENTURES,** having its principal place of business at 'The Falcon House, No. 1, Main Guard Cross Road, Bangalore – 560 001, and carry on the business of the said firm on following terms and conditions effective from 26th day of April 2017.

For PRESTIGE ESTATES PROJECTS LIMITED

Authorised Signatory

For ESTRA ENTERPRISES PRIVATE LIMITED

Director

∝ ZN

C. That each party will sign, execute and do such documents, deeds, and writings as the other parties shall reasonably require for completely effecting the provisions hereto.

1. BUSINESS OF THE FIRM

The Partners shall with effect from the Reconstitution Date carry on the business of construction, real estate, purchase, sale and lease of immovable properties and other ancillary and incidental activities in partnership with each other through the Firm, in accordance with the terms herein contained and/or to do any other Business as may be mutually decided by the Partners from time to time.

2. NAME OF THE FIRM

The name of the Firm with effect from the date of this deed shall be **PRESTIGE PALLAVARAM VENTURES** ("Firm") and the Firm shall be known by, contract in the name of, and conduct its business using only the Firm Name. Each of the Partners acknowledges that the proprietary and other rights in the Firm Name are vested solely with the First Party. The Firm Name may be changed only with the unanimous vote of the Partners.

3. PLACE OF BUSINESS

The principal place of business of the Firm shall be at 'The Falcon House', No. 1, Main Guard Cross Road, Bangalore – 560 001, ("**Registered Office**").

4. CAPITAL OF THE FIRM

The Firm shall have a capital of Rs. 20,00,000 (Rupees Twenty Lakhs only).

Sl. No.	Name of the Partner	Capital contribution (Amount in Rs.)
1.	Prestige Estates Projects Limited	19,99,000
2.	Zayd Noaman	1,000
TOTAL		**20,00,000**

The Third Party agrees to bring-in its portion of capital contribution for the respective profit sharing ratio.

For PRESTIGE ESTATES PROJECTS LIMITED

Authorised Signatory

For ESTRA ENTERPRISES PRIVATE LIMITED

Director

Zayd Noaman

Any additional contribution brought in by the partner should be treated as current account contribution and the same shall carry an interest at the rate of 12% p.a or such other rate as may be mutually agreed by the partners.

The Second Party shall be entitled to withdraw their capital/current account contributions along with interest/compensation in total aggregating to Rs. 100 crores from the firm. The second party shall not have any rights or claims whatsoever against the Firm & any Partner and the amount agreed herein shall be deemed to be full and final settlement payable to them.

5. DURATION OF THE FIRM

The Firm shall be a partnership at will.

6. DISTRIBUTION MECHANISM AMONG THE PARTNERS

The profits of the Firm shall be shared by the Partners in the following proportion.

Sl. No.	Name of the Partner	% of share in the profits/loss
1	Prestige Estates Projects Limited	99.95%
2	Zayd Noaman	0.05%
	Total	**100.00%**

The losses and liabilities of the Firm, unless otherwise agreed to by all the Partners shall be borne by the Partners in the same ratio as their entitlement to profits.

7. ACCOUNTS AND ACCOUNTING YEAR OF THE FIRM

The books of account of the Firm shall be closed once in every year on March 31 for purposes of preparing a balance sheet and profit and loss account. The firm shall maintain proper books of accounts in respect of its business and same shall be kept at the principal place of business.

8. MANAGEMENT

8.1 By mutual consent, Partners hereby appoint and constitute M/S. PRESTIGE ESTATES PROJECTS LIMITED, acting through its Chairman & Managing Director Mr. Irfan Razack as 'Managing Partner' of the Firm.

For PRESTIGE ESTATES PROJECTS LIMITED

Authorised Signatory

For **ESTRA ENTERPRISES PRIVATE LIMITED**

Director

ZN

Managing Partner shall act on behalf of the Firm and shall be responsible for its day to day activities and running the business of the Firm.

8.2 The Managing Partner acting through their authorised representatives shall have the power to jointly do all things necessary and expedient to carry on the business of the firm including the following powers:

i. To draw, make, accept, endorse, discount, execute and issue Promissory notes, bills of exchange, hundies and all other Negotiable or transferable instruments, pledge goods of the Firm and borrow moneys in the name of the firm as and when Funds are necessary for the conduct of the business of the firm.

ii. To open current and other accounts with bank/s and operate the said account/s on behalf of the firm and arrange overdrafts and loan from the banks and financial institutions on such terms and conditions as they deem fit.

iii. To borrow from others for the benefit of the firm on such terms and conditions as agreed upon mutually between the Partners. They are also empowered to delegate all or any of his powers conferred in this Partnership Deed, to any person as and when found necessary.

iv. To tender for works, to quote, negotiate and accept rates, to sign agreements, to sign bills and to acknowledge receipt of the goods, and payments received from customers, and waive claims by Partnership. They shall have the power to appoint the necessary staff for the proper conduct of the business of the firm and the power to terminate the services and when found expedient.

v. To create a charge or mortgage any of the Partnership properties for the purpose of obtaining overdrafts or any other facilities from bank/s or any financial institutions or other persons for the purpose of the business.

vi. To sue and/or defend all suits, actions, proceedings, settle by arbitrations and or otherwise compromise, recover, receive from all and every person/s or body corporate or firm and to give proper receipts in discharge of moneys owing or payable to or receivable or recoverable by the firm.

vii. The Managing Partner shall have such express or implied powers as are provided for in the Partnership Act. The Managing Partner shall have powers to buy, sell and enter into agreement for developments and sale of immovable property.

For PRESTIGE ESTATES PROJECTS LIMITED

Authorised Signatory

For ESTRA ENTERPRISES PRIVATE LIMITED

Director

8.3 The Partners further agree that in addition to the powers conferred under Clause of this deed, the Managing Partner through any of its duly authorized officers is also hereby authorized and empowered to exercise the following powers, in the normal course of business with respect to projects undertaken by the Firm ;

a) to continue to sign and execute agreement/s to sell, construction agreements, sale deed/s and any other agreements, deeds of conveyances for sale of apartments, villas, car parking areas and divided and undivided land share in any of the projects undertaken by thy Firm on behalf of the Firm, either as owner of the land or as developer of the land, on such terms and conditions as the Managing Partner may agree upon.

b) to present all or any such agreement/s and deeds for registration, admit execution before the Sub-Registrar having authority to register the same and to sign and execute necessary documents, declarations, affidavits, undertakings and all other documents required to complete registration of agreements, sale deeds and any such deeds to convey ownership in the apartments, car parking areas and land share in respect of any of the projects undertaken by the Firm on behalf of the Firm

c) to sign and execute rectification deeds, modification deeds, cancellation deeds and confirmation deeds and such other documents in relation to the sale of apartments, villas, car parking areas and divided/undivided land share in respect of any of the projects undertaken by the Firm on behalf of the Firm and get the same registered in the manner required under law, if necessary;

It is agreed and understood between the Partners that all documents executed and registered by the authorized officers of the Managing Partner is fully and completely binding upon the Firm at all times and the Managing Partner shall be entitled to limit, revoke, terminate and cancel such authorisation given to any of its officers at any time at its will without any restrictions.

8.4 Partners agree to the following specific terms with respect to projects being/to be developed by the firm

a) All Direct costs including cost of sales of the Projects being/ to be developed by the firm shall be borne by the Firm.

For PRESTIGE ESTATES PROJECTS LIMITED

Authorised Signatory

For ESTRA ENTERPRISES PRIVATE LIMITED

Director

b) All indirect costs of projects being/ to be developed by the firm incurred by the Managing Partner or its associates shall be apportioned to the firm;

c) Managing Partner shall be entitled to a Project Management Fees at the rate of 10% of the project cost which will be payable periodically according to the progress of the project.

8.5 The Managing Partner appointed shall continue to hold office until replaced by another Partner by way of the unanimous vote/consent of all the Partners.

8.6 All the Partners shall work diligently for benefit of the firm and of its Partners and the Partners shall be entitled to such remuneration as decided by the Partners from time to time.

9. BANK ACCOUNTS

The firm shall open separate Bank accounts in the name of the Firm with any Bank as the Managing Partner may decide and the same shall be operated by the Managing Partner.

10. BORROWINGS

Financial accommodation, loans or cash credits with or without security, with or without interest may be raised in the name of the firm only in the bona fide interest of the firm on the joint signature of the Partners.

11. DRAWINGS

Each Partner may, subject to the availability of the funds after repayment of all liabilities in the firm, draw funds from the firm in anticipation of their share of profit. The amount so drawn shall be subject to the amount of profit or loss to be determined at the end of the year.

12. ADMISSION

Any person may be admitted as a Partner in the firm after mutual consent of all the Partners in this behalf.

For PRESTIGE ESTATES PROJECTS LIMITED

Authorised Signatory

For ESTRA ENTERPRISES PRIVATE LIMITED

Director

& ZN

13. DISSOLUTION

The retirement, insolvency or incapacity of any Partner shall not dissolve the Partnership.

14. INTELLECTUAL PROPERTY RIGHTS

The name of the Firm has been prefixed with the brand "Prestige" which is a registered trade mark. No other person shall be permitted to use the same unless prior written consent of Prestige is obtained.

15. INDEMNITY

The partners shall punctually pay and discharge their separate debts and liabilities, and shall indemnify and keep indemnified the firm and the other partners effectually against the same.

The RETIRING PARTNER shall keep indemnified the firm and the partners for any liability or claim arising out of their actions while they were acting in the capacity of Partner and further in the event of any liability or claim, the amounts may also be adjusted against any dues payable to them on any other account.

16. ALTERATION

Any of the terms and conditions of this partnership may be altered, modified or amended in writing by the mutual consent of all the parties herein.

17. SIMILAR BUSINESS

It is specifically understood between the Partners to this Partnership that each partner has no restrictions to carry on similar business or any other business in their individual capacity without reference to the other.

18. ORIGINAL DOCUMENTS

All original documents pertaining to the Firm and its activities including original property documents shall be in the safe custody of the Managing Partner to be held in trust and faith of both the Partners.

For PRESTIGE ESTATES PROJECTS LIMITED

Authorised Signatory

For ESTRA ENTERPRISES PRIVATE LIMITED

Director

KZN

19. DISPUTE RESOLUTION

If there arises any dispute, difference of opinion or any question arising out of this Deed or the affairs of the Firm, the same shall be resolved by reference to arbitration under the provisions of the Arbitration and Conciliation Act 1996. Subject to this provision for arbitration, courts in Bangalore alone shall have jurisdiction to entertain disputes arising out of this Deed or the affairs of the Firm.

20. ACT TO APPLY

The provision of the Indian Partnership Act, 1932 shall apply as regards the Matters, which are not expressly provided for herein above.

IN WITNESS WHEREOF the common seal of the first party i.e. M/s. Prestige Estates Projects Limited is here unto affixed pursuant to a Resolution passed by the management sub-committee of Board of Directors dated 31st day of March 2017 in the presence of Mr. Irfan Razack, Chairman and Managing Director, on the day, month and year first above written;

IN WITNESS WHEREOF the common seal of the Second Party i.e. Estra Enterprises Private Limited is here unto affixed pursuant to a Resolution passed by the Board of Directors dated 28th March, 2017 in the presence of Mr. Harbinder Singh, Director, on the day, month and year first above written;

For PRESTIGE ESTATES PROJECTS LIMITED

WITNESS:

1)

PRESTIGE ESTATES PROJECTS LIMITED "The Falcon House" No.1, Main Guard Cr. Rd. Bangalore 560 001

Authorised Signatory

a) M/s. Prestige Estates Projects Limited (Represented by its Chairman & Managing Director Mr. Irfan Razack)

2)

(Incoming Partner)

b) Mr. Zayd Noaman

3) (Retiring Partner)

Common Seal

c) M/s. Estra Enterprises Private Limited (Represented by its Director Mr. Harinder Singh)

ESTRA ENTERPRISES PRIVATE LIMITED CHENNAI 600 119.

For ESTRA ENTERPRISES PRIVATE LIMITED

Director

Witness:

(3) K. Jagadhy

[K. JAGADHEES]

Plot. No.8, 51-2nd Floor

Hastinapuram Saki

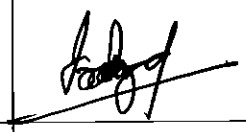
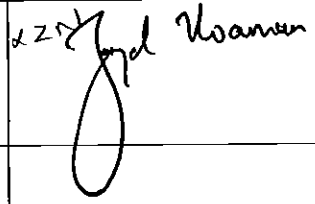
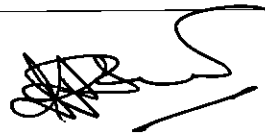
Chennai - 600117.

Form No. V
(See Rule 4)

THE INDIAN PARTNERSHIP ACT, 1932

Notice of change in the constitution of the Firm presented or forwarded to the 'Registrar of Firms' for filing by **M/S. PRESTIGE PALLAVARAM VENTURES**

Under Section 63 (1) of the Indian Partnership Act, 1932, notice is hereby given that, the constitution of the Firm has been altered as follows:-

Name and full address of the Continuing Partners	**Signature**
M/S. PRESTIGE ESTATES PROJECTS LIMITED Represented by Mr. Irfan Razack The Falcon House, No. 1, Main Guard Cross Road Bangalore – 560 001	
Name and full address of the Incoming Partner and date of joining the Firm	
Mr. Zayd Noaman, S/o Mr. Noaman Razack, aged about 26 years and residing at No. 21/22-5, Craig Park Layout, M. G. Road, Bangalore – 560001	
Name and full address of the Outgoing Partners and date of retiring from the Firm	
M/S. ESTRA ENTERPRISES PRIVATE LIMITED Represented by Mr. Harinder Singh 6th Floor, Tower C, TEK Meadows, No. 51, Rajiv Gandhi Salai (OMR), Sholinganallur, Chennai – 600 119 with effect from 1 April 2014	

Duration of the Firm: AT WILL
Station: Bangalore
Date :

We, M/s. Prestige Estates Projects Limited, having Registered office at 'The Falcon House', No. 1, Main Guard Road Cross, Bangalore – 560 001, represented by Mr. Irfan Razack, Chairman and Managing Director of the Company, do hereby declare that the above statement is true and correct to the best of our knowledge and belief.

For PRESTIGE ESTATES PROJECTS LIMITED

Date:
Witness:

Authorised Signatory
IRFAN RAZACK

We, M/s. Estra Enterprises Private Limited, having Registered office at 6th Floor, Tower C, TEK Meadows, No. 51, Rajiv Gandhi Salai (OMR), Sholinganallur, Chennai – 600 119, represented by Mr. Harinder Singh, Director do hereby declare that the above statement is true and correct to the best of our knowledge and belief.

For ESTRA ENTERPRISES PRIVATE LIMITED

Director
HARINDER SINGH

Date: K. Jagadish
Witness: [K. JAGADEES] Plot No. 8 S1 – 2nd Floor Haslinapuram Salai, Ch-117.

Mr. Zayd Noaman, S/o Mr. Noaman Razack, aged about 26 years and residing at No. 21/22-5, Craig Park Layout, M. G. Road, Bangalore – 560001 do hereby declare that the above statement is true and correct to the best of our knowledge and belief

Zayd Noaman

Date:
Witness:

ZAYD NOAMAN

Here enter the name of the firm – **PRESTIGE PALLAVARM VENTURES**
If any partner is minor, the fact whether he is entitled of partnership should be set out herein.
N.B. :- This form must be signed by all the partners or their agent specially authorized in the this behalf in presence of witness who must be either Gazetted Officer, Advocate, Attorney, Pleader, Chartered Accountant, or Restricted State Auditor.



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Vastu & Property Management Tools

Home Vastu Shastra, Plot Vastu Shastra, Property Management

Verified RealEstate™

We're honored to be part of your real estate journey

3/350/2 Mettukuppam,
OMR Thoraipakkam,
Chennai, India

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