



తెలంగాణ తెలంగాణ TELANGANA

SL.NO. 24009
SOLD TO: Y.RAVI PRASAD
S/O. Y.VENKATA NARAYANA, R/O. HYD
FOR WHOM: PRESTIGE VAISHNAOI PROJECTS

KONDA KAVITHA
Licenced Stamp Vendor
L No: 16-04-06/2016
RL.NO: 16-04-030/2022
H.No. 8-2-460/64, Road No.4
Sukdev Nagar, Banjara Hills, Hyderabad.
Phone No:9248325639

DEED OF PARTNERSHIP

This deed of partnership ('Deed') is made and executed on this 9th Day of May, 2023 ("Commencement Date") at Hyderabad between:

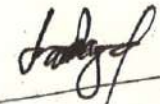
1. **M/s Vaishnaoi Constructions Limited** (Formerly known as Vinedale Distilleries Limited) a company incorporated under Companies Act, 1956 having its Registered Office situated at Factory Premises, Gaganpahad, Hyderabad-Bangalore Highway (N.H.7) Hyderabad - 501323 Telangana (CIN: U68100TG1970PLC001364) (PAN:AACCV8494N) represented by Mr. Yelishala Ravi Prasad, Director, authorized through resolution passed at the meeting of Board of Directors dated 04th May, 2023 hereinafter referred to as "**FIRST PARTY**" which expression shall mean and include where the context so requires or admits his legal heirs, administrators, representatives and executors;

AND

For PRESTIGE PROJECTS PRIVATE LIMITED

For VAISHNAOI CONSTRUCTIONS LIMITED


Authorised Signatory

2. 
Authorised Signatory



తెలంగాణ తెలంగాణ TELANGANA

BB 170256

SL.NO. 24003 DATE: 08-05-2023
SOLD TO: Y.RAVI PRASAD
S/O. Y.VENKATA NARAYANA, R/O. HYD
FOR WHOM: PRESTIGE VAISHNAOI PROJECTS

KONDA KAVITHA
Licenced Stamp Vendor
L No: 16-04-06/2016
RL.NO: 16-04-030/2022
H.No. 8-2-460/64, Road No.4
Sukdev Nagar, Banjara Hills, Hyderabad
Phone No:9248325639

2. **M/s Prestige Projects Private Limited**, a company incorporated under provisions of Companies Act, 1956 (CIN: U45201KA2008PTC046784) (PAN:AAECP7361E) having its registered office at Prestige Falcon Tower, No.19, Brunton Road, Bangalore - 560 025 represented by Mr. Irfan Razack, Authorized Signatory, authorized through resolution passed at the meeting of Board of Directors dated 24th April, 2023 hereinafter referred to as "**SECOND PARTY**" which expression shall mean and include where the context so requires or admits his legal heirs, administrators, representatives and executors;

The parties to this Deed shall be referred to as Partner and jointly as Partners of the firm.

For VAISHNAOI CONSTRUCTIONS LIMITED
Authorized Signatory

For PRESTIGE PROJECTS PRIVATE LIMITED
Authorized Signatory



తెలంగాణ తెలంగాణ TELANGANA

BB 170257

SL.NO. 26004 DATE: 08-05-2023
SOLD TO: Y.RAVI PRASAD
S/O. Y.VENKATA NARAYANA, R/O. HYD
FOR WHOM: PRESTIGE VAISHNAOI PROJECTS

KONDA KAVITHA

Licenced Stamp Vendor
L No: 16-04-06/2016
RL NO: 16-04-030/2022
H.No. 8-2-460/64, Road No.4
Sukdev Nagar, Banjara Hills, Hyderabad
Phone No:9248325639

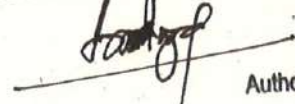
WHEREAS:

- A. The First Party and Second Party herein, taking into consideration the suitability of the Schedule Properties for development of a project thereon have decided to pool all their resources, expertise and experience and develop the Schedule properties to carry on the business activities mentioned below and make a sound business proposition out of the same and have accordingly formed and constituted themselves into a partnership under the name and style of "PRESTIGE VAISHNAOI PROJECTS" to carry on the business of construction, development and dealing in real estate in general and other ancillary and incidental activities in partnership with each other through the Firm.
- B. Whereas the First Party and the Second Party are, under their respective Memorandum of Association, entitled to carry on the business of construction, development and dealing in real estate in general and other ancillary and incidental activities.

For VAISHNAOI CONSTRUCTIONS LIMITED

1. 
Authorized Signatory

For PRESTIGE PROJECTS PRIVATE LIMITED

2. 
Authorized Signatory



తెలంగాణ తెలంగాణ TELANGANA

BB 170258

SL.NO. 24005 DATE: 08-05-2023
SOLD TO: Y.RAVI PRASAD
S/O. Y.VENKATA NARAYANA, R/O. HYD
FOR WHOM: PRESTIGE VAISHNAOI PROJECTS

KONDA KAVITHA

Licenced Stamp Vendor
L No: 16-04-06/2016
RL.NO: 16-04-030/2022
H.No. 8-2-460/64, Road No.4
Sukdev Nagar, Banjara Hills, Hyderabad
Phone No:9248325639

And whereas, now, therefore this indenture, witnesses that in pursuance of the above intendant the partners here to agree as under –

- I. That the partners hereby agree to carry on the business of the said firm in the name of "PRESTIGE VAISHNAOI PROJECTS".
- II. 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.
- III. That to carry on the business of the said firm on following terms and conditions with effect from 9th May, 2023.

For VAISHNAOI CONSTRUCTIONS
Authorized Signatory

For PRESTIGE PROJECTS PRIVATE LIMITED

Authorized Signatory



తెలంగాణా తెలంగాణా TELANGANA

BB 170261

SL.NO. 24008 DATE: 08-05-2023
SOLD TO: Y.RAVI PRASAD
S/O. Y.VENKATA NARAYANA, R/O. HYD
FOR WHOM: PRESTIGE VAISHNAOI PROJECTS

KONDA KAVITHA

Licenced Stamp Vendor

L No: 16-04-06/2016

RL.NO: 16-04-030/2022

H.No. 8-2-460/64, Road No.4

Sukdev Nagar, Banjara Hills, Hyderabad

Phone No:9248325639

1. BUSINESS OF THE FIRM

- To construct apartments/villas/independent houses/commercial spaces on the lands owned or acquired by the firm or on joint development basis.
- 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, commercial complexes, bungalows, business premises, apartments, villas and colonies and rent/lease or sell or whatsoever the same and realize cost in lump sum or easy instalments or by hire purchase system.

For VAISHNAOI CONSTRUCTIONS LIMITED
1.
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For PRESTIGE PROJECTS PRIVATE LIMITED
2.
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- c. To purchase, sell and otherwise to carry on the business such as builders, contractors, architects, engineers, Estate agents, decorators and surveyors, 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 shall be "**PRESTIGE VAISHNAOI PROJECTS**" ("**Firm**"). Each of the Partners acknowledges that the proprietary and other rights in the Firm Name are vested solely in the Firm. The Firm Name may be changed only with the unanimous vote of the Partners.

3. PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Firm shall be at Factory Premises, Gaganpahad, Hyderabad-Bangalore Highway (N.H.7) Hyderabad - 501323 Telangana, India ("**Registered Office**").

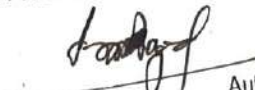
4. CAPITAL OF THE FIRM AND DISTRIBUTION MECHANISM AMONG THE PARTNERS

- a. The Parties shall make their capital contribution either in the form of money or in any form. The Firm shall have a capital of Rs. 1,80,00,000/- (Rupees One crore Eighty Lakhs only) contributed by the Partners of the Firm in the following manner:

SI No.	PARTNERS	AMOUNT (Rs)
1.	M/s. Vaishnaoi Constructions Limited	90,00,000
2.	M/s. Prestige Projects Private Limited	90,00,000
	TOTAL	1,80,00,000

For VAISHNAOI CONSTRUCTIONS LIMITED

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For PRESTIGE PROJECTS PRIVATE LIMITED
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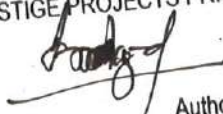
In addition to the monetary fixed capital above, the FIRST & SECOND PARTIES being the absolute owners of the Schedule I & II Properties, being Non - agricultural Land more particularly described in the Schedule I & II hereunder held by the First Party and Second Party respectively, hereby transfers, relinquishes, assigns all its rights, title and interest in the Schedule I & II Properties by way of contributing the same to the firm as capital contribution of First & Second parties herein on this day as mentioned above and proper entries recording the same have been passed in the books of accounts of the firm crediting the current accounts of the First Party and Second party for the value of the Schedule Property at Rs.324,00,00,000/- (Rupees Three Hundred Twenty Four Crores Only) and Rs.324,00,00,000/- (Rupees Three Hundred Twenty Four Crores Only) respectively as agreed to between the parties and correspondingly debiting the inventory as an asset in the books of the firm. On and from this day, the aforesaid immovable property which are more particularly described in the Schedule I & II hereunder brought into the common property of the firm have now become the absolute property of the firm in accordance with Section 14 of the Indian Partnership Act 1932 and shall be treated as such by the firm and the partners herein and shall constitute the 'Firms Property'. The mode and manner of the acquisition property contributed herein, has been detailed in Schedule I & II to this Deed.

b. The profit/ loss sharing ratio of partners is as follows:

SI No.	PARTNERS	PROFIT/LOSS SHARING RATIO
1.	M/s. Vaishnaoi Constructions Limited	50%
2.	M/s. Prestige Projects Private Limited	50%
	TOTAL	100%

For VAISHNAOI CONSTRUCTIONS LIMITED

 Authorised Signatory

For PRESTIGE PROJECTS PRIVATE LIMITED

 Authorised Signatory

5. DURATION OF THE PARTNERSHIP AND CHANGE IN PARTNERS

a. The Firm shall be a partnership at **WILL**.

b. Admission of new Partner

A new partner may be introduced with the consent of all the partners of the firm on such terms and conditions as the partners agree with the person to be introduced as partner, in the Firm and the Partner/s so admitted shall adhere to the terms and conditions agreed to between the Partners.


c. Voluntary Retirement of a Partner

Each partner covenants and agrees that it will not withdraw or resign from the Firm without the prior consent of the other partner/s.

Further the retirement on insolvency of any partner shall not dissolve the Partnership. The share of such insolvent partner shall be passed on to the successful resolution applicant as decided by the jurisdictional court or by the National Company Law Tribunal or any other equivalent authority, as notified from time to time. Such applicant approved by court shall be entitled to the amount standing to his credit in his respective capital/ current account after adjusting the profit/ loss up to the date of insolvency as the case may be and for this purpose, the value of the assets and liabilities shall be taken at the book value.

6. ACCOUNTS AND ACCOUNTING YEAR OF THE FIRM

The books of account of the Firm shall be maintained by the Firm and shall be closed once in every year on the 31st of March for purposes of preparing a Balance Sheet and Profit and Loss Account. The books of accounts shall be kept at the principal place of business and shall be open for inspection by the partners at any time.

For VAISHNAO CONSTRUCTIONS LIMITED
1. 
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2. 
For PRESTIGE PROJECTS PRIVATE LIMITED
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7. MANAGEMENT & ADMINISTRATION

a. Management

7.1 The first party & second party are corporate bodies and they have appointed their authorized persons of respective companies through resolutions passed in the meetings of respective Board of Directors and the partners hereby collectively agree and appoint representatives/authorized persons of **First and Second Partners** appoint their as Managing Partners of the Firm, who shall be responsible jointly for the day to day functioning of the Firm and shall diligently and faithfully carry out the activities of the Firm and use the best skills, efforts and judgment for the benefit of the Firm in accordance with all applicable laws.

7.2 The Managing Partners or their authorized representatives mentioned in this deed shall have the powers jointly to 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 in the name of the firm for smooth 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.

- iii. To borrow 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 its powers conferred in this

Partnership Deed, to any person as and when found necessary.

For VAISHNAVI CONSULTANTS LIMITED


Authorized Signatory

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For PRESTIGE PROJECTS PRIVATE LIMITED


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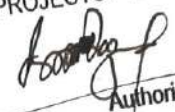
- iv. To create a charge or mortgage any of the Partnership properties for the purpose of obtaining overdrafts or any other facilities from bank/s or any financial institutions or other persons for the purpose of the business.
- v. To tender for works, to quote, negotiate and accept rates, to sign agreements, to sign bills and to acknowledge receipt of the goods, and payments received from customers, and waive claims by Partnership firm.
- vi. To appoint the necessary staff for the proper conduct of the business of the firm and the power to terminate the services when found expedient.
- vii. To incur all direct and indirect costs of the projects being/to be developed by the firm shall be borne by the firm.
- viii. 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.
- ix. The Managing Partners shall be entitled to such remuneration as decided by the Partners from time to time.
- x. The Managing Partners shall have powers to buy, sell and enter into agreement for development and sale of immovable property. Further the Managing partners or their nominees/authorized persons have right to sign, execute and admit registered sale deeds /agreement of sale or any such conveyance deeds before concerned registered authority.

For VAISHNAO CONSTRUCTIONS LIMITED



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- xi. The Managing Partners shall have such express or implied powers as are provided for in the Partnership Act.

7.3 All the Partners shall work diligently for benefit of the firm and of its Partners.


b. Obligations of Managing Partners

Managing Partners or their nominee/s/Representative/s/authorized person/s shall:

- (1) Be just and faithful to other partners in the transactions relating to Firm business;
- (2) Diligently attend to the business of the Firm and devote his time and attention thereto.
- (3) Pay his separate debts and indemnify the other partners and assets of the Firm against the same and all other proceedings, cost, claims or demands in respect thereof;
- (4) Give necessary information and truthful explanations of all matters relating to the affairs of Firm to the partners.
- (5) Comply with all the provisions of the Act and Regulation, Rules framed or to be framed therein;
- (6) Managing Partners shall not without the consent of all the partners:
 - i. Lend money or give credit of the goods/services of the Firm to whom the other partners have previously forbidden him to trust;
 - ii. Give any security or promise for the payment of money on account of the Firm except in the ordinary course of business;

For VAISHNAOI CONSTRUCTIONS LIMITED

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For PRESTIGE PROJECTS PRIVATE LIMITED
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- iii. Give bail, bond or guarantee or become surety for any person or do or knowingly suffer anything to be done where the Firm property may be endangered.
- iv. Compromise or compound or, release or, discharge any debt due to the Firm.
- v. Have any dealing/transaction directly or indirectly with any party which is/will be directly or indirectly related to it;


c. Powers of Partners

The following matters to be unanimously approved by all the partners:

- i. The admission of new Partners;
- ii. Change of business;
- iii. Change of name of the Firm;
- iv. Expulsion of any Partner;
- v. Mortgage, Assignment and transfer of partnership rights, by the Partners in any way;
- vi. Further capital contribution (other than current account contributions);
- vii. Winding up and dissolution of the Firm.
- viii. Any financial assistance taken from or given to third party including loan, deposit, overdraft, fund raising, guarantee, grants.
- ix. Appointment and removal of Auditor.
- x. Sale or disposal of immovable properties (other than stock in trade) of the Firm.
- xi. Fixing of remuneration of Partners.
- xii. Revaluation of assets and liabilities of the Firm.
- xiii. Review and finalization of master plan, designs, project planning and execution road map for any new construction/real estate development to be undertaken by the Firm.
- xiii. Review and approval of project feasibility, construction budget for any new construction/real estate development to be undertaken by the Firm.

For VAISHNAOI CONSTRUCTION LIMITED

 Authorised Signatory

For PRESTIGE PROJECTS PRIVATE LIMITED

 Authorised Signatory

8. **BANK ACCOUNTS**

A Bank account/s in the name of the Firm shall be opened which shall be operated by Managing Partners (**First and Second Partners of this Deed**) jointly.

9. **DRAWINGS**

Each Partner may, subject to the availability of the funds, after taking into consideration all current/future liabilities, the balance construction cost to be incurred and other outflows, draw funds from the firm in proportion to their share of profit.

10. **BORROWINGS**

Financial facilities, 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 signature of the Managing Partners with the prior consent of all partners. The Partners can also advance funds to the firm according to their convenience and capacity and such net balance of the advances standing to their current account in the partnership firm shall carry interest @ 12% per annum on future loans and such interest shall be a charge to the profit and loss account in accordance with the provisions of Income tax Act 1961.

Further it is agreed between both the partners that, either of the partners will be entitled borrow against future cashflows, profits, remuneration etc falling into their respective share of by way of discounting or otherwise with prior approval of other partner.

For VAISHNAOI CONSTRUCTIONS LIMITED

Authorised Signatory

For PRESTIGE PROJECTS PRIVATE LIMITED
2 
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11. 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.

12. ALTERATION

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

13. 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 Hyderabad alone shall have jurisdiction to entertain disputes arising out of this Deed or the affairs of the Firm.

14. 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.

For VAISHNAOI CONSTRUCTIONS LIMITED
1. 
Authorised Signatory

For PRESTIGE PROJECTS PRIVATE LIMITED
2. 
Authorised Signatory

In witness whereof the Parties to this agreement have put their signature to this document on the date, month and year hereinabove mentioned.

PARTNERS SIGNATURE:

1.

M/S. VAISHNAOI CONSTRUCTIONS LIMITED (Represented by its Director
YELISHALA RAVI PRASAD)

1.

M/S. PRESTIGE PROJECTS PRIVATE LIMITED (Represented by its Authorized
Signatory **MR. IRFAN RAZACK**)



WITNESS:

1.

R. Suresh Kumar, 99899 22078

2.

V. NEMACHANDRA, 988566 7250.

Schedule I Property: M/S VAISHNAOI CONSTRUCTIONS LIMITED, HYDERABAD

Sl No	SY No	Date/ Sale Deeds / Extent (Ac - Gts)			Total Extent (Ac - Gts)	North By	South By	East By	West By
		30 April 1971	11 February 1971	169 of 1971					
1	57	5-36.30	-	-	5-36.30	Neighbours Land	Sy. No. 58	Road	Sy. No. 59 & 68
2	58	02-01.50	-	-	02-01.50	Sy. No. 57	Sy. No. 60	Road	Sy. No. 59
3	59	04-28.50	-	-	04-28.50	Sy. No. 57	Sy. No. 62	Sy. No. 58	Sy. No. 68 & 62
4	60	02-10.50	-	-	02-10.50	Sy. No. 58	Gaganpahad village Shiwar	Road	Sy. No. 59 & 62
5	61	00-38.50	-	-	00-38.50	Sy. No. 61	Gaganpahad village Shiwar	Road	Sy. No. 86
6	62	03-16.00	-	-	03-16.00	Sy. No. 68	Sy. No. 61	Sy. No. 60	Sy. No. 63
7	63	02-06.50	-	-	02-06.50	Sy. No. 64	Sy. No. 61	Sy. No. 62	Sy. No. 86
8	64	03-35.70	-	-	03-35.70	Sy. No. 64 Part	Sy. No. 63	Sy. No. 68 & 63 Part	Sy. No. 63
9	68	2-12.50	0-27.50	-	03-00.00	Neighbours Land	Sy. No. 62	Sy. No. 59	Sy. No. 64
10	86	03-33.00	-	-	03-33.00	Sy. No. 81	Gaganpahad village Shiwar	Sy. No. 63	Sy. No. 86 Part
		31-47.50	0-27.50	0-27.50	32-06.50				

For VAISHNAOI CONSTRUCTIONS LIMITED

For PRESTIGE PROJECTS PRIVATE LIMITED


Authorised Signatory


Authorised Signatory

Schedule II Property: M/S PRESTIGE PROJECTS PRIVATE LIMITED, BANGALORE

SI No	SY No	Date/ Sale Deeds / Extent (Ac - Gts)							Total Extent (Ac - Gts)	North By	South By	East By	West By
		28 April 2022	01 June 2022	14 July 2022	05 September 2022	05 September 2022	02 December 2022	15 February 2023					
		10 of 2022	17 of 2022	21 of 2022	23 of 2022	9161 of 2022	29 of 2022						
1	57			01-00.00	01-00.00		03-12.70		05-12.70	Neighbours Land	Sy. No. 58	Road	Sy. No. 59 & 68
2	58			00-21.50	00-20.00		01-00.00		02-01.50	Sy. No. 57	Sy. No. 60	Road	Sy. No. 59
3	59	01-33.00	01-00.00	01-02.00	00-23.50		00-10.00		04-28.50	Sy. No. 57	Sy. No. 62	Sy. No. 58	Sy. No. 68 & 62
4	60			00-32.00	00-32.00		00-26.50		02-10.50	Sy. No. 58	Gaganpahad village Shiwar	Road	Sy. No. 59 & 62
5	61							00-38.50	00-38.50	Sy. No. 61	Gaganpahad village Shiwar	Road	Sy. No. 86
6	62		03-15.00						03-15.00	Sy. No. 68	Sy. No. 61	Sy. No. 60	Sy. No. 63
7	63		00-21.66	01-00.00	00-24.84				02-06.50	Sy. No. 64	Sy. No. 61	Sy. No. 62	Sy. No. 86
8	64	04-20.30							04-20.30	Sy. No. 64 Part	Sy. No. 63	Sy. No. 68 & 63 Part	Sy. No. 63
9	68			01-20.00	01-20.00				03-00.00	Neighbours Land	Sy. No. 62	Sy. No. 59	Sy. No. 64
10	86	02-00.00	01-00.00			00-33.00			03-33.00	Sy. No. 81	Gaganpahad village Shiwar	Sy. No. 63	Sy. No. 86 Part
		08-13.30	05-36.66	05-35.50	05-00.34	00-33.00	05-09.20	05-09.20	32-06.50				

For PRESTIGE PROJECTS PRIVATE LIMITED

For VAISHNAOI CONSTRUCTIONS LIMITED

2. 
Authorised Signatory


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