RED HERRING PROSPECTUS
Dated October 5, 2010
Please read Sections 60 and 60B of the Companies Act, 1956
100% Book Built Issue

PRESTIGE ESTATES PROJECTS LIMITED

Our Company commenced operations as a partnership firm constituted under the Indian Partnership Act, 1932 on April 1, 1986 under the name and style of Prestige Estates and Properties with its registered office at No. 6, Commercial Street, Bangalore 560 001. The partners of the firm were the Late S. Razack, Irfan Razack, Rezwan Razack and Sameera Noaman. The name of the firm was changed to Prestige Estates Projects by a supplementary deed of partnership dated May 12, 1997. The firm was registered as a private limited company under Part IX of the Companies Act, 1956, on June 4, 1997 with the name Prestige Estates Projects Private Limited and was allotted company identification number 08/22322/1997. All the business and property of the erstwhile partnership firm therefore became vested in our Company. Our Company was converted into a public limited company on November 10, 2009 with the name Prestige Estates Projects Limited and received a fresh certificate of incorporation consequent upon change in status on November 10, 2009 from the RoC. For details of change in registered office, see "History and Corporate Structure" on page 159.

Registered Office: The Falcon House, No. 1, Main Guard Cross Road, Bangalore 560 001, Karnataka, India. **Tel**: (91 80) 2559 1080; **Fax**: (91 80) 2559 1945
Company Secretary and Compliance Officer: Lalitha Kini; **Website**: www.prestigeconstructions.com; **Email**: investors@prestigeconstructions.com.

PROMOTERS: OUR COMPANY IS PROMOTED BY IRFAN RAZACK, REZWAN RAZACK AND NOAMAN RAZACK.

PUBLIC ISSUE OF [●] EQUITY SHARES OF RS. 10 EACH OF PRESTIGE ESTATES PROJECTS LIMITED. (THE "COMPANY" OR THE "ISSUER") FOR CASH AT A PRICE OF RS. [●] PER EQUITY SHARE (INCLUDING A SHARE PREMIUM OF RS. [●] PER EQUITY SHARE) AGGREGATING UP TO RS. 12,000 MILLION (THE "ISSUE"). THE ISSUE COMPRISES A NET ISSUE TO THE PUBLIC OF [●] SHARES OF RS. 10 EACH (THE "NET ISSUE") AND A RESERVATION OF UP TO [●] EQUITY SHARES OF RS. 10 EACH FOR ELIGIBLE EMPLOYEES (THE "EMPLOYEE RESERVATION PORTION"). THE NET ISSUE WILL AGGREGATE TO [●] EQUITY SHARES AMOUNTING TO RS. [●] MILLION. THE ISSUE WILL CONSTITUTE [●]% OF THE FULLY DILUTED POST ISSUE PAID-UP CAPITAL OF THE COMPANY AND THE NET ISSUE WOULD CONSTITUTE [●]% OF THE FULLY DILUTED POST ISSUE PAID-UP CAPITAL OF THE COMPANY.

PRICE BAND: RS. [●] TO RS. [●] PER EQUITY SHARE OF FACE VALUE RS. 10 EACH. THE FACE VALUE OF THE EQUITY SHARES IS RS. 10. THE FLOOR PRICE IS [●] TIMES THE FACE VALUE AND THE CAP PRICE IS [●] TIMES THE FACE VALUE.

THE FACE VALUE OF THE EQUITY SHARE IS Rs. [●] EACH. THE PRICE BAND AND THE MINIMUM BID LOT WILL BE DECIDED BY THE COMPANY IN CONSULTATION WITH THE BOOK RUNNING LEAD MANAGER AND ADVERTISED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE BID/ISSUE OPENING DATE. THE ISSUE PRICE IS [●] TIMES THE FACE VALUE AT THE LOWER END OF THE PRICE BAND AND [●] TIMES THE FACE VALUE AT THE HIGHER END OF THE PRICE BAND.

In case of revision in the Price Band, the Bidding/Issue Period will be extended for three additional working days after revision of the Price Band, subject to the Bidding/Issue Period not exceeding ten working days. Any revision in the Price Band and the revised Bidding/Issue Period, if applicable, will be widely disseminated by notification to National Stock Exchange of India Limited ("NSE") and Bombay Stock Exchange Limited ("BSE"), by issuing a press release, and also by indicating the change on the website of the Book Running Lead Managers ("BRLMs") and at the terminals of the other members of the Syndicate.

In terms of the proviso to Rule 19(2) (b) (ii) of the Securities Contracts (Regulation) Rules, 1957, as amended, this being an Issue for less than 25% of the post Issue paid-up equity capital, the Issue is being made through the 100% Book Building Process wherein at least 60% of the Net Issue will be allocated on a proportionate basis to Qualified Institutional Buyers ("QIBs"), ("QIB Portion"). Provided that our Company may allocate up to 30% of the QIB Portion, to Anchor Investors, on a discretionary basis ("Anchor Investor Portion"). For details, see "Issue Procedure" on page 500. Further 5% of the QIB Portion less Anchor Investor Portion shall be available for allocation on a proportionate basis to Mutual Funds only. The remainder shall be available for allocation on a proportionate basis to QIBs and Mutual Funds, subject to valid Bids being received from them at or above the Issue Price. If at least 60% of the Net Issue cannot be Allotted to QIBs, then the entire application money will be refunded forthwith. Further, not less than 10% of the Net Issue will be available for allocation on a proportionate basis to Non-Institutional Bidders and not less than 30% of the Net Issue will be available for allocation on a proportionate basis to Retail Individual Bidders, subject to valid Bids being received at or above the Issue Price.

RISK IN RELATION TO THE FIRST ISSUE

This being the first issue of the Issuer, there has been no formal market for the Equity Shares of the Issuer. The face value of the Equity Shares is Rs. 10 and the Floor Price is [●] times of the face value. The Issue Price (has been determined and justified by the lead merchant banker and the Issuer as stated under the paragraph on "Basis for Issue Price") should not be taken to be indicative of the market price of the specified securities after the specified securities are listed. No assurance can be given regarding an active or sustained trading in the Equity Shares of the Issuer nor regarding the price at which the Equity Shares will be traded after listing.

IPO GRADING

This Issue has been graded by ICRA as 3, indicating average fundamentals. The IPO Grading is assigned on a five point scale from one to five, with IPO Grade 5/5 indicating strong fundamentals and IPO Grade 1/5 indicating poor fundamentals. For details, see "General Information" on page 21.

GENERAL RISKS

Investments in equity and equity-related securities involve a degree of risk and investors should not invest any funds in this Issue unless they can afford to take the risk of losing their investment. Investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the Issuer and the Issue including the risks involved. The Equity Shares offered in the Issue have not been recommended or approved by the Securities and Exchange Board of India ("**SEBI**"), nor does SEBI guarantee the accuracy or adequacy of this Red Herring Prospectus. Specific attention of the investors is invited to the statement of 'Risk Factors" on page 15.

ISSUER'S ABSOLUTE RESPONSIBILITY

The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this Red Herring Prospectus contains all information with regard to the Issuer and the Issue, which is material in the context of the Issue, that the information contained in this Red Herring Prospectus is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which makes this Red Herring Prospectus as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

LISTING ARRANGEMENT

The Equity Shares offered through the Red Herring Prospectus are proposed to be listed on the NSE and the BSE. We have received an in-principle approval from NSE and BSE for the listing of our Equity Shares pursuant to their letters dated January 8, 2010 and January 21, 2010, respectively. For the purposes of this Issue, the Designated Stock Exchange shall be NSE

BOOK RUNNING LEAD MANAGERS				REGISTRAR TO THE ISSUE
Enam Securities Private Limited 801, Dalamal Tower Nariman Point Mumbai 400 021 Maharashtra, India Tel: (91 22) 6638 1800 Fax: (91 22) 2284 6824 Email: prestige.ipo@enam.com Investor Grievance Email: complaints@enam.com Website: www.enam.com Contact Person: Anurag Byas SEBI Registration No.: INM000006856	**J.P. Morgan India Private Limited** J.P. Morgan Tower Off. C.S.T. Road Kalina, Santacruz - East Mumbai 400 098 Maharashtra, India Tel: (91 22) 6157 3000 Fax: (91 22) 6157 3911 Email:project_jpmfalcon@jpmchase.com Investor Grievance Email:investorsmb.jpmipl@jpmorgan.com Website: www.jpmipl.com Contact Person: Anjan Agarwal SEBI Registration No.: INM000002970	**Kotak Mahindra Capital Company Limited** First Floor, 229 Bakhtawar Nariman Point, Mumbai 400 021 Maharashtra, India Tel: (91 22) 6634 1100 Fax: (91 22) 2283 7517 Email: prestige.ipo@kotak.com Investor Grievance Email: kmccredressal@kotak.com Website: www.kmcc.co.in Contact Person: Chandrakanth Bhole SEBI Registration No.: INM000008704	**UBS Securities India Private Limited** 2 North Avenue, Maker Maxity, Bandra - Kurla Complex, Bandra (E) Mumbai 400 051 Maharashtra, India Tel: (91 22) 6155 6000 Fax: (91 22) 6155 6292 Email:prestigeconstructions.ipo@ubs.com Investor Grievance Email: customercare@ubs.com Website:www.ibb.ubs.com/corporates/indianipo.com Contact Person: Vishal Bangard SEBI Registration No.: INM000010809	**Link Intime India Pvt Limited** C-13, Pannalal Silk Mills Compound, L.B.S. Marg Bhandup (West), Mumbai 400 078 Maharashtra, India Tel: (91 22) 2596 0320 Fax: (91 22) 2596 0329 Email:pepl.ipo@linkintime.co.in Website:www.linkintime.co.in Contact Person: Sachin Achar SEBI Registration No: INR000004058

BID/ISSUE PROGRAMME

BID/ISSUE OPENS ON	**October 12, 2010***	**BID/ISSUE CLOSES ON**	**October 14, 2010**

**Anchor Investor Bid /Issue Period shall be one day prior to the Bid/Issue Opening Date.*

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SECTION I – GENERAL

DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or implies, the following terms have the following meanings in this Red Herring Prospectus, and references to any statute or regulations or policies shall include amendments thereto, from time to time:

Term	Description
"We", or "us", or "our"	Unless the context otherwise requires, refers to Prestige Estates Projects Limited and its Subsidiaries on a consolidated basis, and with exclusive reference to "Risk Factors" shall refer to Prestige Estates Projects Limited, its Subsidiaries, Group Entities and Other Development Entities on a consolidated basis
"Prestige Estates", "Issuer", "the Company", "our Company" or "PEPL"	Prestige Estates Projects Limited, a public limited company incorporated under the Companies Act having its registered office at The Falcon House, No. 1, Main Guard Cross Road, Bangalore 560 001

Company Related Terms

Term	Description
Articles/Articles of Association	The articles of association of the Company
Associates	Associates shall mean: 1. Babji Realtors Private Limited 2. Prestige Amusements Private Limited 3. Prestige Garden Constructions Private Limited 4. Prestige Projects Private Limited 5. City Properties Maintenance Company Bangalore Limited 6. CapitaRetail Prestige Mall Management Private Limited 7. Prestige Garden Resorts Private Limited 8. Albert Properties 9. Prestige Ozone Properties 10. Prestige Hitech Projects 11. R R R Investments 12. Eden Investments 13. Prestige Notting Hill Investments 14. Prestige KRPL Techpark 15. Prestige Whitefield Developers 16. Silverline Estates
Auditors	The statutory auditors of the Company, Deloitte Haskins & Sells, Chartered Accountants
Audit Committee	The committee of the Board of Directors constituted as the Company's Audit Committee in accordance with Clause 49 of the Listing Agreement to be entered into with the Stock Exchanges
Board of Directors/Board	The board of directors of the Company or a committee duly constituted thereof
Bidadi Agreement	Share subscription and share holders' agreement executed amongst our Company, Red Fort Chamous and Prestige Bidadi Holdings Private Limited on May 18, 2007
CapitaLand Retail	CapitaLand Retail India Investments Private Limited
CapitaMalls Asia	CapitaMalls Asia Limited
CapitaRetail Bangalore	CapitaRetail Bangalore Forum Value Mall (Mauritius) Limited
CapitaRetail Cochin	CapitaRetail Cochin Mall (Mauritius) Limited
CapitaRetail Hyderabad	CapitaRetail Hyderabad Mall (Mauritius) Limited
CapitaRetail Mangalore	CapitaRetail Mangalore Mall (Mauritius) Limited

Term	Description
CapitaRetail Mysore	CapitaRetail Mysore Mall (Mauritius) Limited
CapitaRetail Whitefield	CapitaRetail Whitefield Mall (Mauritius) Limited
Cochin Agreement	Joint venture agreement executed by and amongst CapitaRetail Cochin, our Company, Thomsun Realtors Private Limited and individual promoters of Thomsun for the purpose of development of the Forum Mall at Cochin on April 17, 2008
Completed Projects	Projects which have been completed by the Company and/or the Subsidiaries and/or Other Development Entities
CRIDF	CapitaRetail India Development Fund Investments (Mauritius) Limited
Developable Area	Total area which we develop on each project including carpet area, common area, service and storage area, as well as other open area and car parking
Exora Agreement	Share Subscription cum Shareholders' Agreement executed amongst our Company, Red Fort Holdco, Varidge Ventures Limited and Exora Business Parks Private Limited on February 15, 2007 as amended on January 12, 2010
Forthcoming Projects	Such projects for which (i) the relevant approvals for conversion of the land (wherever applicable) have been obtained; (ii) the remaining lands are in the process of being acquired; (iii) internals designs and plans have been finalized; (iv) the process of making the relevant applications for consents is yet to commence; and (v) where any right and/or interest in the land is held directly or indirectly by the Company and/or the Subsidiaries and/or other entities in which the Company has a stake
Framework Agreement	Framework agreement executed amongst our Company, CapitaLand Retail, our Promoters, Badrunissa Irfan, Almas Rezwan and Sameera Noaman on January 16, 2008 for construction and development of retail malls
Group Entities/Group Companies	Includes those companies, firms, ventures, etc. promoted by the promoters of the issuer, irrespective of whether such entities are covered under Section 370 (1)(B) of the Companies Act
Hyderabad Agreement	Joint venture agreement executed amongst CapitaRetail Hyderabad, our Company, Babji Realtors Limited and certain other shareholders on December 1, 2008
Investor Grievance Committee	The committee of the Board of Directors constituted as the Company's Investor Grievance Committee in accordance with Clause 49 of the Listing Agreement to be entered into with the Stock Exchanges
Key Management Personnel	The officers vested with executive powers and the officers at the level immediately below the Board of Directors of the Issuer and other persons whom the Issuer has declared as a key management personnel
Land Bank	Lands in which we hold interest, but upon which there is no present development
Land Reserves	Lands to which our Company and/or our Subsidiaries and/or our Group Entities and/or Other Development Entities have title, or land from which such entities can derive economic benefit through a documented framework (such as with third party individuals or corporate entities), or where such entities have executed a joint development agreement or an agreement to sell or a MoU or an agreement to transfer development rights.
Leasable Area	That part of the Developable Area which relates to our economic interest in such project where all or part of such project is leased
Mall Management Agreement	Joint venture agreement dated September 8, 2008 entered into between our Company and CapitaLand Retail Property Management India Private Limited
Mangalore Agreement	Joint venture agreement executed amongst our Company, CapitaRetail Mangalore and Prestige Mangalore Retail Ventures Private Limited on January 16, 2008
Marriott	Marriott Hotels India Private Limited and its affiliates
Memorandum/ Memorandum of Association	The memorandum of association of the Company
Mysore Agreement	Joint venture agreement executed amongst our Company, CapitaRetail Mysore and Prestige Mysore Retail Ventures Private Limited on January 16, 2008

Term	Description
Oakwood Agreement	Management Agreement dated March 5, 2008 entered into between Prestige Leisure Resorts Private Limited and Oakwood Management Services India Private Limited
Ongoing Projects	Such projects of the Company for which (i) construction or development activities have commenced; (ii) all approvals for commencing construction and development have been obtained; and (iii) where any right and/or interest in the land is held directly by the Company and/or the Subsidiaries and/or other entities in which the Company has a stake
Other Development Entities	1. Thomsun Realtors Private Limited 2. Vijaya Productions Private Limited
PGCPL Agreement	Joint venture agreement executed by and amongst our Company, CapitaRetail Bangalore, Prestige Garden Constructions Private Limited and certain other individuals dated January 16, 2008
Polygon Agreement	Subscription cum shareholders agreement executed amongst UIOF, our Company and Prestige Construction Ventures Private Limited on January 18, 2008
PPPL Agreement	Investment and security holders' agreement executed by and amongst our Company, Red Fort India Real Estate Humanyun L.L.C and Prestige Projects on August 26, 2008
Project SPV/ Project SPVs	Prestige Whitefield Investment and Developers Private Limited, Prestige Mangalore Retail Ventures Private Limited, Prestige Mysore Retail Ventures Private Limited, Babji Realtors Private Limited, Prestige Garden Constructions Private Limited and Thomsun Realtors Private Limited are individually referred to as "Project SPV" and collectively as "Project SPVs"
Projects Under Development	Such projects for which (i) approvals for the conversion of the land (wherever applicable) have been obtained; (ii) the Company has commenced submitting the relevant applications to obtain consents; and (iii) where any right and/or interest in the land is held directly by the Company and/or the Subsidiaries and/or other entities in which the Company has a stake
Promoter	Irfan Razack, Rezwan Razack and Noaman Razack
Promoter Group	Includes such persons and entities constituting our promoter group pursuant to Regulation 2 (1)(zb) of the SEBI ICDR Regulations
Red Fort Bahadur	Red Fort India Real Estate Bahadur and Thalestries Holdings Limited collectively
Red Fort Chamous	Red Fort India Real Estate I Jahangir L.L.C and Chamous Investments Limited collectively
Red Fort Holdco	Red Fort India Real Estate Holdco I L.L.C
Red Fort Humanyun	Red Fort India Real Estate Humanyun L.L.C
Red Fort SPVs	Red Fort Bahadur, Red Fort Chamous, Red Fort Holdco and Red Fort Humanyun collectively
Saleable Area	That part of the Developable Area relating to our economic interests
Subsidiaries / Subsidiary	1. Downhills Holiday Resorts Private Limited 2. Exora Business Parks Private Limited 3. Foothills Resorts Private Limited 4. ICBI (India) Private Limited 5. Northland Holding Company Private Limited 6. Pennar Hotels and Resorts Private Limited 7. Prestige Bidadi Holdings Private Limited 8. Prestige Construction Ventures Private Limited 9. Prestige Leisure Resorts Private Limited 10. Prestige Mangalore Retail Ventures Private Limited 11. Prestige Mysore Retail Ventures Private Limited 12. Prestige Shantinikethan Leisures Private Limited 13. Cessna Garden Developers Private Limited 14. Prestige Valley View Estates Private Limited 15. Prestige Whitefield Investment and Developers Private Limited

Term	Description
	16. Team United Engineers (India) Private Limited 17. Valdel Xtent Outsourcing Solutions Private Limited 18. Village De Nandi Private Limited 19. Villaland Developers Private Limited 20. West Palm Developments Private Limited
Team United	Team United Engineering (India) Private Limited
Thomsun –PEPL Agreement	Joint venture agreement executed between our Company and Thomsun Realtors Private Limited on October 11, 2006 for the construction and development of the Forum Mall at Cochin
Valdel Agreement	Shareholders agreement executed amongst our Company, the Red Fort Bahadur and Valdel Xtent Outsourcing Private Limited on July 4, 2008
Whitefield Agreement	Joint venture agreement executed amongst our Company, CapitaRetail Whitefield and Prestige Whitefield Investment and Developers Private Limited on January 16, 2008

Issue Related Terms

Term	Description
Allotment/Allot/Allotted	Unless the context otherwise requires, the allotment of Equity Shares pursuant to the Issue
Allottee	A successful Bidder to whom the Equity Shares are Allotted
Anchor Investor	A Qualified Institutional Buyer, applying under the Anchor Investor category, who has Bid for Equity Shares amounting to at least Rs. 100.00 million
Anchor Investor Bid/Issue Period	The date one day prior to the Bid/Issue Opening Date on which bidding by Anchor Investors shall open and allocation to Anchor Investors shall be completed
Anchor Investor Bidding Date	The date one day prior to the Bid Opening Date, prior to or after which the Syndicate will not accept any Bids from Anchor Investors
Anchor Investor Issue Price	The final price at which Equity Shares will be issued and Allotted in terms of the Red Herring Prospectus and the Prospectus to the Anchor Investors, which will be a price equal to or higher than the Issue Price but not higher than the Cap Price. The Anchor Investor Issue Price will be decided by our Company in consultation with the BRLMs prior to the Bid Opening Date
Anchor Investor Portion	Up to 30% of the QIB Portion which may be allocated by the Company to Anchor Investors on a discretionary basis. One-third of the Anchor Investor Portion shall be reserved for domestic mutual funds, subject to valid Bids being received from domestic mutual funds at or above the price at which allocation is being done to Anchor Investors
ASBA/ Application Supported by Blocked Amount	An application, whether physical or electronic, used by a Bidder to make a Bid authorising a SCSB to block the Bid Amount in their specified bank account maintained with the SCSB
ASBA Revision Form	The form used by the ASBA Bidders to modify the quantity of Equity Shares or the Bid Amount in any of their ASBA Bid cum Application Forms or any previous revision form(s)
ASBA Account	Bank account utilised by the ASBA Bidder
ASBA Bidder	Any Bidder who intends to apply through ASBA
ASBA Bid cum Application Form or ASBA BCAF	The form, whether physical or electronic, used by an ASBA Bidder to make a Bid, which will be considered as the application for Allotment for the purposes of the Red Herring Prospectus and the Prospectus
Authority	Bruhat Bangalore Mahanagara Palike
Banker(s) to the Issue/Escrow Collection Bank(s)	The banks registered with SEBI as Banker to the Issue with whom the Escrow Account will be opened, in this case being HDFC Bank Limited, ICICI Bank Limited, Hongkong and Shanghai Banking Corporation and Standard Chartered Bank
Basis of Allotment	The basis on which Equity Shares will be Allotted to Bidders under the Issue and

Term	Description
	which is described in "Issue Procedure – Basis of Allotment" on page 524
Bid	An indication to make an offer during the Bidding Period by a prospective investor to subscribe to the Equity Shares of the Company at a price within the Price Band, including all revisions and modifications thereto. For the purposes of ASBA Bidders, it means an indication to make an offer during the Bidding Period by any Bidder to subscribe to the Equity Shares of the Company
Bid Amount	The highest value of the optional Bids indicated in the Bid cum Application Form
Bid /Issue Closing Date	The date after which the Syndicate will not accept any Bids for the Issue, which shall be notified in all editions of Financial Express, an English national daily newspaper, all editions of Jansatta, a Hindi national daily newspaper and the Bangalore edition of Samyukta Karnataka, a Kannada newspaper, each with wide circulation
Bid /Issue Opening Date	The date on which the Syndicate shall start accepting Bids for the Issue, which shall be the date notified in all editions of Financial Express, an English national newspaper and all editions of Jansatta, a Hindi national newspaper and the Bangalore edition of Samyukta Karnataka, a Kannada newspaper, each with wide circulation
Bid cum Application Form	The form used by a Bidder to make a Bid and which will be considered as the application for Allotment for the purposes of the Red Herring Prospectus and the Prospectus including the ASBA Bid cum Application as may be applicable
Bidder	Any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form, including an ASBA Bidder and Anchor Investor
Bidding/Issue Period	The period between the Bid/Issue Opening Date and the Bid/Issue Closing Date inclusive of both days and during which prospective Bidders can submit their Bids
Book Building Process/Method	Book building process as provided in Schedule XI of the SEBI ICDR Regulations, in terms of which this Issue is being made
BRLMs/ Book Running Lead Managers	Book Running Lead Managers to the Issue, in this case being Enam Securities Private Limited, J.P. Morgan India Private Limited, Kotak Mahindra Capital Company Limited and UBS Securities India Private Limited
Business Day	Any day on which commercial banks in Mumbai, India are open for business
CAN/Confirmation of Allotment Note	Note or advice or intimation of allotment of Equity Shares sent to the Bidders who have been allotted Equity Shares after Basis of Allotment has been approved by the Designated Stock Exchange
Cap Price	The higher end of the Price Band, above which the Issue Price will not be finalised and above which no Bids will be accepted, including any revisions thereof
Controlling Branches	Such branches of the SCSB which coordinates with the BRLMs, the Registrar to the Issue and the Stock Exchanges, a list of which is provided on http://www.sebi.gov.in/pmd/scsb.pdf
Cut-off Price	Issue Price, finalised by the Company in consultation with the BRLMs. Only Retail Individual Bidders whose Bid Amount does not exceed Rs. 100,000.00 are entitled to Bid at the Cut Off Price. QIBs and Non-Institutional Bidders are not entitled to Bid at the Cut-off Price
Demographic Details	Demographic details of the ASBA Bidders obtained by Registrar to the Issue from the Depository including address, Bidders bank account, MICR code and occupation details
Designated Branches	Such branches of the SCSBs which shall collect the ASBA Bid cum Application Form used by ASBA Bidders and a list of which is available on http://www.sebi.gov.in/pmd/scsb.pdf
Designated Date	The date on which funds are transferred from the Escrow Account to the Public Issue Account or Refund account, as appropriate or the amount blocked by the SCSB is transferred from the bank account of the ASBA Bidder to the ASBA Public Issue Account, as the case may be, after the Prospectus is filed with the RoC, following which the Board of Directors shall Allot Equity Shares to successful Bidders

Term	Description
Designated Stock Exchange	The National Stock Exchange of India Limited
Draft Red Herring Prospectus	The Draft Red Herring Prospectus dated November 27, 2009 issued in accordance with Section 60B of the Companies Act, which did not contain complete particulars of the price at which the Equity Shares are issued and the size (in terms of value) of the Issue.
Eligible NRI	NRIs from jurisdictions outside India where it is not unlawful to make an issue or invitation under the Issue and in relation to whom the Red Herring Prospectus constitutes an invitation to subscribe to the Equity Shares Allotted herein
Employees/Eligible Employees	A permanent and full-time employee or a Director of the Company, who is a person resident in India (as defined under the FEMA) and who continues to be in the employment of the Company. They do not include employees of the Promoters and the Promoter Group
Employee Reservation Portion	The portion of the Issue, being a maximum of [●] Equity Shares, available for allocation to the Employees
Enam	Enam Securities Private Limited having its office at 801, Dalamal Towers, Nariman Point, Mumbai 400 021, India
Equity Shares	Equity shares of the Company having a face value of Rs. 10 each, unless otherwise specified
Escrow Account	Account opened with the Escrow Collection Bank(s) for the Issue and in whose favour the Bidder (excluding the ASBA Bidders) will issue cheques or drafts in respect of the Bid Amount when submitting a Bid
Escrow Agreement	Agreement dated [●] entered into by the Company, the Registrar to the Issue, the BRLMs, the Syndicate Member and the Escrow Collection Bank(s) for collection of the Bid Amounts and where applicable, refunds of the amounts collected to the Bidders (excluding the ASBA Bidders) on the terms and conditions thereof
Escrow Collection Bank(s)	The banks which are clearing members and registered with SEBI as Banker to the Issue with whom the Escrow Account with be opened and in this case being HDFC Bank Limited, ICICI Bank Limited, Hongkong and Shanghai Banking Corporation and Standard Chartered Bank
First Bidder	The Bidder whose name appears first in the Bid cum Application Form or Revision Form or the ASBA Bid cum Application Form
Floor Price	The lower end of the Price Band, at or above which the Issue Price will be finalised and below which no Bids will be accepted
Gross Proceeds	The gross proceeds of the Issue of Rs. [●]
Issue	Public issue of [●] Equity Shares each of the Company for cash at a price of Rs. [●] per Equity Share aggregating up to Rs. 12,000 million. The Issue comprises a Net Issue to the public of [●] Equity shares and the Employee Reservation Portion of up to [●] Equity Shares
Issue Agreement	The agreement entered into between the Company and the BRLMs on November 27, 2009, pursuant to which certain arrangements are agreed to in relation to the Issue
Issue Price	The final price at which Equity Shares will be issued and allotted in terms of the Red Herring Prospectus. The Issue Price will be decided by the Company in consultation with the BRLMs on the Pricing Date
Issue Proceeds	The proceeds of the Issue that are available to the Company
JPM	J.P. Morgan India Private Limited having its office at J.P. Morgan Tower, Off. C.S.T. Road, Kalina, Santacruz - East, Mumbai 400 098, Maharashtra, India
Kotak	Kotak Mahindra Capital Company Limited having its office at First Floor, 229, Bakhtawar, Nariman Point, Mumbai, 400 021, Maharashtra, India
Monitoring Agency	IFCI Limited
Mutual Fund Portion	5% of the QIB Portion or [●] Equity Shares available for allocation to Mutual Funds only, out of the QIB Portion
Mutual Funds	A mutual fund registered with SEBI under the SEBI (Mutual Funds) Regulations, 1996
Net Issue	The Issue less the Employee Reservation Portion

Term	Description
Net Proceeds	The Issue Proceeds less the Issue expenses. For further information about use of the Issue Proceeds and the Issue expenses see "Objects of the Issue" on page 44
Non-Institutional Bidders	All Bidders that are not QIBs or Retail Individual Bidders and who have Bid for Equity Shares for an amount more than Rs. 100,000.00 (but not including NRIs other than eligible NRIs)
Non-Institutional Portion	The portion of the Net Issue being at least 10% of the Issue, available for allocation to Non-Institutional Bidders
Net QIB Portion	The portion of the QIB Portion less the number of Equity Shares Allotted to the Anchor Investors, being a minimum of [●] Equity Shares to be Allotted to QIBs on a proportionate basis
Non-Resident	A person resident outside India, as defined under FEMA and includes a Non Resident Indian
Pay-in Date	The date of receipt of Bids from the Bidders, except with respect to Anchor Investors, which shall be the Anchor Investor Bidding Date and in cases where the Anchor Investors are required to pay any balance amount in terms of the SEBI Regulations, it shall be paid within two Working Days after the Bid Closing Date
Price Band	Price Band of a minimum price of Rs. [●] (Floor Price) and the maximum price of Rs. [●] (Cap Price) and includes revisions thereof. The price band will be decided by the Company in consultation with the Book Running Lead Managers and advertised at least two working days prior to the Bid/Issue Opening Date in all editions of Financial Express, an English national daily newspaper, all editions of Jansatta, a Hindi national daily newspaper and the Bangalore edition of Samyukta Karnataka, a Kannada newspaper, each with wide circulation
Pricing Date	The date on which the Company in consultation with the BRLMs, finalizes the Issue Price
Prospectus	The Prospectus to be filed with the RoC in accordance with Section 60 of the Companies Act, containing, inter alia, the Issue Price that is determined at the end of the Book Building Process, the size of the Issue and certain other information
Public Issue Account	Account opened with the Bankers to the Issue to receive monies from the Escrow Account on the Designated Date
QIB Portion	The portion of the Net Issue being at least 60% of the Issue, to be Allotted to QIBs
Qualified Institutional Buyers or QIBs	Public financial institutions as specified in Section 4A of the Companies Act, scheduled commercial banks, mutual fund registered with SEBI, FIIs and sub-account registered with SEBI, other than which is a foreign corporate or foreign individual, venture capital fund registered with SEBI, state industrial development corporation, insurance company registered with IRDA, provident fund with minimum corpus of Rs. 250 million, pension fund with minimum corpus of Rs. 250 million, National Investment Fund set up by Government of India and insurance funds set up and managed by army, navy or airforce of the Union of India. Foreign Venture Capital Investors registered with SEBI and multilateral and bilateral financial institutions are not eligible to participate in the Issue
Red Herring Prospectus or RHP	The Red Herring Prospectus issued in accordance with Section 60B of the Companies Act, which does not have complete particulars of the price at which the Equity Shares are offered and the size of the Issue. The Red Herring Prospectus will be filed with the RoC at least three days before the Bid Opening Date and will become a Prospectus upon filing with the RoC after the Pricing Date
Refund Account(s)	The account opened with Escrow Collection Bank(s), from which refunds, if any, of the whole or part of the Bid Amount (excluding to the ASBA Bidder) shall be made
Refund Bankers	The Hongkong and Shanghai Banking Corporation Limited and ICICI Bank
Refunds through electronic transfer of funds	Refunds through NECS, Direct Credit, NEFT, RTGS or the ASBA process, as applicable
Registrar/Registrar to the Issue	Link Intime India Private Limited having its office at JC-13, Pannalal Silk Mills Compound, L.B.S. Marg, Bhandup West, Mumbai 400 078, Maharashtra, India
Resident Retail Individual Investor or RRII	Retail Individual Bidder who is a person resident in India as defined in the FEMA and who has not Bid for Equity Shares for an amount more than Rs. 100,000 in any of the

Term	Description
	bidding options in the Issue
Retail Individual Bidder(s)	Individual Bidders (including HUFs applying through their karta, Eligible NRIs and Resident Retail Individual Bidders) who have not Bid for Equity Shares for an amount more than Rs. 100,000 in any of the bidding options in the Issue
Retail Portion	The portion of the Issue being not less than [●] Equity Shares available for allocation to Retail Individual Bidder(s)
Revision Form	The form used by the Bidders, excluding ASBA Bidders, to modify the quantity of Equity Shares or the Bid Price in any of their Bid cum Application Forms or any previous Revision Form(s)
SEBI FII Regulations	SEBI (Foreign Institutional Investors) Regulations 1995, as amended
SEBI ICDR Regulations	SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009
Self Certified Syndicate Bank or SCSB	The Banks which are registered with SEBI under SEBI (Bankers to an Issue) Regulations, 1994 and offers services of ASBA, including blocking of bank account and a list of which is available on http://www.sebi.gov.in
Stock Exchanges	The BSE and the NSE
Syndicate	The BRLMs and the Syndicate Member
Syndicate Agreement	The agreement dated [●] entered into between the Syndicate and the Company in relation to the collection of Bids in this Issue (excluding Bids from the ASBA Bidders)
Syndicate Member	Kotak Securities Limited
Takeover Code	SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, as amended
TRS/Transaction Registration Slip	The slip or document issued by a member of the Syndicate or the SCSB (only on demand), as the case may be, to the Bidder as proof of registration of the Bid
UBS	UBS Securities India Private Limited having its office at 2/F, 2 North Avenue, Maker Maxity, Bandra-Kurla Complex, Bandra (E), Mumbai 400 051, Maharashtra, India
Underwriters	The BRLMs and the Syndicate Member
Underwriting Agreement	The agreement among the Underwriters and the Company to be entered into on or after the Pricing Date

Conventional and General Terms/Abbreviations

Term	Description
A/c	Account
AAI	Airport Authority of India
acre	Equals 43,560 sq.ft.
Act or Companies Act	Companies Act, 1956, as amended from time to time
AGM	Annual General Meeting
APALCAP Act	Andhra Pradesh Agricultural Land (Conversion for Non-Agricultural Purposes) Act, 2006
APALPT Act	Andhra Pradesh Assigned Lands (Prohibition of Transfer) Act, 1977
APLRC Act	Andhra Pradesh Land Reforms (Ceiling on Agricultural Holdings) Act, 1973
APRLP Act	Andhra Pradesh Rights in Land and Pattadar Pass Books Act, 1971
APRR Act	Andhra Pradesh Revenue Recovery Act, 1864
APTALR Act	Andhra Pradesh (Telangana Area) Land Revenue Act, 1317 Fasli
APTP Act	Andhra Pradesh Town Planning Act, 1920
AS	Accounting Standards issued by the Institute of Chartered Accountants of India
ASBA	Applications Supported by Blocked Amounts
AY	Assessment Year
BDA Act	Bangalore Development Authority Act, 1976
BESCOM	Bangalore Electricity Supply Company Limited
BIAAPA	Bangalore International Airport Area Planning Authority

Term	Description
BMA	Bangalore Metropolitan Area
BMICAPA	Bangalore Mysore Infrastructure Corridor Area Planning Authority
BMP	Bangalore Mahanagara Palike
BMP Bye Laws	Bangalore Mahanagara Palike Building Bye Laws – 2003
BMRDA Act	Bangalore Metropolitan Region Development Authority Act, 1985
BSE	The Bombay Stock Exchange Limited
BWSSB	Bangalore Water Supply and Sewage Board
CAN	Confirmation of Allocation Notice
CCMC Act	Chennai City Municipal Corporation Act, 1919
CDP	Comprehensive Development Plan
CDSL	Central Depository Services (India) Limited
Cent	Equals 0.01 Acre
CESTAT	Central Excise and Service Tax Appellate Tribunal
CMC(s)	Municipal Councils
CMDA	Chennai Metropolitan Development Authority
CoLR	computerisation of land records
Depositories	NSDL and CDSL
Depositories Act	The Depositories Act, 1996 as amended from time to time
DER	Debt Equity Ratio
DP/Depository Participant	A depository participant as defined under the Depositories Act, 1996
DP ID	Depository Participant's Identity
Easements Act	Indian Easements Act, 1882
EBITDA	Earnings Before Interest, Tax, Depreciation and Amortisation
NECS	National Electronic Clearing Service
EGM	Extraordinary General Meeting
EPS	Unless otherwise specified, Earnings Per Share, i.e., Net Profit attributable to equity shareholders as restated divided by the weighted average outstanding number of equity shares outstanding during that Fiscal year
EWS	Economically Weaker Sections
FDI	Foreign Direct Investment
FDI Circular	The consolidated FDI policy effective from April 1, 2010
FEMA	Foreign Exchange Management Act, 1999 read with rules and regulations thereunder and amendments thereto
FEMA Regulations	FEMA (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2000 and amendments thereto
FII(s)	Foreign Institutional Investors as defined under SEBI (Foreign Institutional Investor) Regulations, 1995 registered with SEBI under applicable laws in India
Financial Year/Fiscal/FY	Period of twelve months ended March 31 of that particular year
FIPB	Foreign Investment Promotion Board
FSI	Floor Space Index
FVCI	Foreign Venture Capital Investor registered under the Securities and Exchange Board of India (Foreign Venture Capital Investor) Regulations, 2000, as amended
GDP	Gross Domestic Product
GoI/Government	Government of India
Gunta	Equals 1,089 sq. ft./0.025 Acre
HDFC	Housing Development Finance Corporation
HNI	High Net worth Individual
HUF	Hindu Undivided Family
ICAI	Institute of Chartered Accountants of India
IFRS	International Financial Reporting Standards
Income Tax Act	The Income Tax Act, 1961, as amended from time to time
Indian GAAP	Generally Accepted Accounting Principles in India
IPO	Initial Public Offering

Term	Description
IT	Information Technology
ITES	Information Technology Enabled Services
JDA	Joint Development Agreement
JV	Joint Venture
KAO Act	Karnataka Apartment Ownership Act, 1972
KFF Act	Kerala Fire Force Act, 1962
KLD Act	Kerala Land Development Act, 1963
KLRA	Kerala Land Reforms Act, 1963
KLR Act	Karnataka Land Revenue Act, 1964
KLRC Act	Kerala (Lease & Rent Control) Act, 1965
KM Act	Kerala Municipalities Act, 1994
KMB Rules	Kerala Municipality Building Rules, 1999
KMC Act	Karnataka Municipal Corporation Act, 1976
KSA	Karnataka Stamp Act, 1957
KSB Act	Kerala Survey and Boundaries Act, 1961
KSPCB	Karnataka State Pollution Control Board
KTCP Act	Karnataka Town and Country Planning Act, 1961
MF	Mutual Fund
MICR	Magnetic Ink Character Recognition
Mn	Million
MoEF	Ministry of Environment and Forests
MoU	Memorandum of Understanding
MSL	Mean Sea Level
NAV	Net Asset Value
NEFT	National Electronic Fund Transfer
No.	Number
NR	Non Resident
NRE Account	Non Resident External Account
NRI	Non Resident Indian, is a person resident outside India, who is a citizen of India or a person of Indian origin and shall have the same meaning as ascribed to such term in the Foreign Exchange Management (Deposit) Regulations, 2000, as amended from time to time
NRO Account	Non Resident Ordinary Account
NSDL	National Securities Depository Limited
NSE	The National Stock Exchange of India Limited
OCB	A company, partnership, society or other corporate body owned directly or indirectly to the extent of up to 60% by NRIs including overseas trusts in which not less than 60% of beneficial interest is irrevocably held by NRIs directly or indirectly and which was in existence on October 3, 2003 and immediately before such date was eligible to undertake transactions pursuant to the general permission granted to OCBs under the FEMA. OCBs are not allowed to invest in this Issue
p.a.	per annum
P/E Ratio	Price/Earnings Ratio
PAN	Permanent Account Number
PAT	Profit After Tax
PBT	Profit Before Tax
PIO	Persons of Indian Origin
PLR	Prime Lending Rate
Press Note 2	Press note 2 of 2005 issued by the Government of India, Ministry of Commerce and Industry
Registration Act	Registration Act, 1908
Rent Act	Karnataka Rent Control Act, 1999
Revised Master Plan 2015	The latest CDP notified by the Government of Karnataka on June 25, 2007
RBI	The Reserve Bank of India

Term	Description
Re.	One Indian Rupee
RoC	The Registrar of Companies, Karnataka
RONW	Return on Net Worth
Rs.	Indian Rupees
RTGS	Real Time Gross Settlement
SAT	Securities Appellate Tribunal
SBA	Super Built up Area
SCRA	Securities Contracts (Regulation) Act, 1956, as amended from time to time
SCRR	Securities Contracts (Regulation) Rules, 1957, as amended from time to time
SEBI	The Securities and Exchange Board of India constituted under the SEBI Act, 1992
SEBI Act	Securities and Exchange Board of India Act 1992, as amended from time to time
SEZ	Special Economic Zone
SEZ Policy	Special Economic Zone Policy of the Government of India
SICA	Sick Industrial Companies (Special Provisions) Act, 1985, as amended
SPV	Special Purpose Vehicle
sq. ft.	Square Feet
sq. mts.	Square Meters
Stamp Act	The Indian Stamp Act, 1899, as amended from time to time
State Government	The Government of a State of India
Sy. No.	Survey number
TDR	Transferable Development Rights
The Land Acquisition Act	The Land Acquisition Act, 1894
TNAO Act	Tamil Nadu Apartment Ownership Act, 1994
TN Building Rules	Tamil Nadu District Municipalities Building Rules, 1972
TNDM Act	Tamil Nadu District Municipalities Act, 1920
TNFS Act	Tamil Nadu Fire Services Act, 1985
TNLRC Act	Tamil Nadu Buildings (Lease and Rent Control) Act, 1960
TNTCP Act	Tamil Nadu Town and Country Planning Act, 1971
T.P.Act	Transfer of Property Act, 1882
UIOF	Urban Infrastructure Opportunities Fund
UIN	Unique Identification Number
Urban Land Ceiling Act	The Urban Land (Ceiling & Regulation) Act, 1976
U.S./USA	United States of America
U.S. GAAP	Generally Accepted Accounting Principles in the United States of America
USD/US$	United States Dollars
VCFs	Venture Capital Funds as defined and registered with SEBI under the SEBI (Venture Capital Fund) Regulations, 1996, as amended from time to time
WTTC	World Travel and Tourism Council

PRESENTATION OF FINANCIAL, INDUSTRY AND MARKET DATA

Land Reserves

In this Red Herring Prospectus, land referred to as "our Land" or "our Land Reserves" are lands to which our Company/our Subsidiaries or other entities in which we have a stake have title or sole development right or joint development rights or other interest in the lands, and also include lands from which our Company can derive economic benefits through a documented framework or lands in relation to which our Company/our Subsidiaries or other entities in which we have a stake have executed a joint development agreement or an MoU to enter into a joint development agreement or an agreement to sell. It includes the total amount of Saleable Area to be developed through Ongoing and Forthcoming Projects. The Land Reserves figures herein may include land in respect of which we have already recognized revenue, due, in part, to the application of percentage completion accounting.

All land areas are stated in acres and all Developable, Saleable and Leaseable Areas are stated in sq. ft.

References to our "Completed Projects", "our Ongoing Projects", "our Projects Under Development" or "our Forthcoming Projects" include projects owned through associates of our Company. For a discussion of how we recognize income from projects owned by an associate, see "Management's Discussion and Analysis of Financial Condition and Results of Operations – Significant Accounting Policies – Principles of Consolidation" on page 381.

Financial Data

Unless stated otherwise, the financial data in this Red Herring Prospectus is derived from our restated audited consolidated financial statements, prepared in accordance with Indian GAAP and the SEBI ICDR Regulations, which are included in this Red Herring Prospectus, and set out in "Financial Statements" on page 212. Our financial year commences on April 1 and ends on March 31. Our unconsolidated as well as consolidated financial statements have been restated to reflect our adoption of the percentage of completion accounting method. In this Red Herring Prospectus, any discrepancies in any table between the total and the sums of the amounts listed are due to rounding off. All decimals have been rounded off to two decimal points.

There are significant differences between Indian GAAP, US GAAP and IFRS. We have not attempted to explain those differences or quantify their impact on the financials data included herein and we urge you to consult your own advisors regarding such differences and their impact on our financial data. Accordingly, the degree to which the Indian GAAP financial statements included in this Red Herring Prospectus will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian GAAP. Any reliance by persons not familiar with Indian accounting practices on the financial disclosures presented in this Red Herring Prospectus should accordingly be limited.

Currency and Units of Presentation

All references to "Rupees" or "Rs." are to Indian Rupees, the official currency of the Republic of India. Except where specified, in this Red Herring Prospectus, all figures have been expressed in "millions".

Industry and Market Data

Market and industry data used in this Red Herring Prospectus has generally been obtained or derived from industry publications and sources. These publications typically state that the information contained therein has been obtained from sources believed to be reliable but their accuracy and completeness are not

guaranteed and their reliability cannot be assured. Accordingly, no investment decisions should be made based on such information. Although we believe that industry data used in this Red Herring Prospectus is reliable, it has not been verified. The extent to which industry and market data used in this Red Herring Prospectus is meaningful depends on the readers' familiarity with and understanding of the methodologies used in compiling such data. Similarly, we believe that the internal company reports are reliable. However, they have not been verified by any independent sources.

Marriott Disclaimer

Prestige Estates Projects Limited has entered into an operating agreement and related agreements with Marriott Hotels India Private Limited and its affiliates (collectively, "**Marriott**"), each dated April 9, 2008, in connection with the operation by Marriott of the hotel that is planned to be developed by Prestige Estates Projects Limited or its affiliates in Bangalore. Marriott has not reviewed this offering document, and has expressed no opinion as to the accuracy or completeness thereof, except for the description of the contractual relationship between Marriott and the Company stated above.

FORWARD-LOOKING STATEMENTS

This Red Herring Prospectus contains certain "forward-looking statements". These forward-looking statements generally can be identified by words or phrases such as "aim", "anticipate", "believe", "expect", "estimate", "intend", "objective", "plan", "project", "shall", "will", "will continue", "will pursue" or other words or phrases of similar import. Similarly, statements that describe our strategies, objectives, plans or goals are also forward-looking statements. All forward-looking statements are subject to risks, uncertainties and assumptions that could cause actual results to differ materially from those contemplated by the relevant forward-looking statement.

Important factors that could cause actual results to differ materially from our expectations include, among others:

- general, political, social and economic conditions in India and elsewhere;
- accidents, natural disasters or outbreaks of diseases;
- the performance of the real estate market and the availability of real estate financing in India;
- the extent to which sale proceeds differ from our land valuations;
- our ability to manage our growth effectively;
- our ability to finance our business growth and obtain financing on favourable terms;
- our ability to replenish our lands and identify suitable projects;
- our ability to acquire lands for which we have entered into MoUs;
- the extent to which our projects qualify for percentage of completion revenue recognition;
- impairment of our title to land;
- our ability to compete effectively, particularly in new markets and businesses;
- our ability to anticipate trends in and suitably expand our current business lines;
- raw material costs;
- the continued availability of applicable tax benefits;
- our dependence on our Key Management Personnel and Promoters;
- conflicts of interest with affiliated companies, the Group Entities and other related parties;
- our ability to complete development and construction of projects in timely manner;
- the outcome of legal or regulatory proceedings that we are or might become involved in;
- contingent liabilities, environmental problems and uninsured losses;
- government approvals;
- changes in government policies and regulatory actions that apply to or affect our business;
- other factors beyond our control; and
- our ability to manage risks that arise from these factors.

For a further discussion of factors that could cause our actual results to differ, see "Risk Factors" "Our Business" and "Management's Discussion of Financial Condition and Results of Operations" on pages 15, 87 and 381 respectively. By their nature, certain market risk disclosures are only estimates and could be materially different from what actually occurs in the future. As a result, actual future gains or losses could materially differ from those that have been estimated. Neither our Company, our Directors, any member of the Syndicate nor any of their respective affiliates have any obligation to update or otherwise revise any statements reflecting circumstances arising after the date hereof or to reflect the occurrence of underlying events, even if the underlying assumptions do not come to fruition. In accordance with SEBI requirements, the BRLMs and the Company will ensure that investors in India are informed of material developments until such time as the listing and trading permission is granted by the Stock Exchanges.

SECTION II – RISK FACTORS

An investment in equity shares involves a high degree of risk. You should carefully consider all the information in this Red Herring Prospectus, including the risks and uncertainties described below, before making an investment in our Shares.

If any of the following risks, or other risks that are not currently known or are now deemed immaterial, actually occur, our business, results of operations and financial condition could suffer, the price of our Equity Shares could decline, and all or part of your investment may be lost. Unless otherwise stated, we are not in a position to specify or quantify the financial or other risks mentioned herein. The numbering of the risk factors has been done to facilitate ease of reading and reference and does not, in any manner, indicate a ranking of risk factors or the importance of one risk factor over another.

This Red Herring Prospectus contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the considerations described below and elsewhere in this Red Herring Prospectus.

Internal Risks

Risks Relating to our Company

1. ***Our Company is involved in certain legal proceedings.***

   We are involved in legal proceedings and claims in India. These legal proceedings are pending at different levels of adjudication before various courts and tribunals. Should any new developments arise, such as a change in Indian law or rulings against us by appellate courts or tribunals, we may need to make provisions in our financial statements, which could increase our expenses and our liabilities. We cannot assure you that these legal proceedings will be decided in our favour. Any adverse decision may have a significant adverse effect on our business and results of operations.

   27 civil suits have been instituted against our Company, of which two civil suits are for a total monetary claim of approximately Rs. 7.99 million. We are also involved in six tax proceedings. Our Company has also been served one legal notice. For more information on the above litigation see "Outstanding Litigation and Material Developments" on page 424.

2. ***Certain of our Directors are involved in legal proceedings.***

   Certain of our Directors are involved in legal proceedings and claims in India. Any adverse decision may have a significant adverse effect on the reputation of our Company. For details see "Outstanding Litigation and Material Developments".

Name of the Director	*Number*	*Nature of suit*
B.G. Koshy	*Three*	*(i) A civil suit bearing O.S. No. 6582/1998 has been filed by Mission Estates and Properties against Altaf Ahmed and others for specific performance before the court of the City Civil Judge, Bangalore. Bangalore Estates and Agencies, a partnership firm represented by B.G. Koshy is the fourth defendant.* *(ii) A writ appeal bearing W.A. No. 566/2008 has been filed by Puravankara Projects Limited against Bruhat*

		Bangalore Mahanagara Palike for setting aside the order passed by the High Court of Karnataka, Bangalore on February 4, 2008 in W.P. No. 18742/2006. B.G. Koshy is the third respondent in the suit. *(iii) A notice in MCOP No. 733/2009 has been served on B.G. Koshy for appearance before the Chief Judicial Magistrate, Dharmapuri on December 10, 2009 in relation to an application for compensation filed by Gopi under Section 166 of the Motor Vehicles Act, 1988.*
K. Jagadeesh Reddy	*One*	*(i) A writ petition for a writ of certiorari bearing W.P. No. 9852/08 has been filed by G.V. Vasantha Kumar against the State of Karnataka and others before the High Court of Karnataka, Bangalore. K. Jagdeesh Reddy is the third respondent in the suit. The suit pertains to operation of two stage carriage services in the Thirupathi – Mulabagal route.*
Rezwan Razack	*Six*	*(i) A civil suit bearing O.S. No. 645/2007 has been filed by Ambuja R against Hemavathi and others before the City Civil Court, Bangalore. An application has been made by the plaintiff on March 12, 2009 to implead Rezwan Razack on the ground that he tried to interfere with the plaintiff's peaceful possession of property measuring 20 guntas situated at Sy. No. 60/2, Addevishwanathapura Village, Hesaraghatta Hobli, Bangalore North. The matter is pending.* *(ii) A civil suit bearing O.S. No. 264/2005 has been filed by Girijamma and others against R.C. Basavarajaiah and others before the First Additional Civil Judge (Senior Division), Bangalore Rural District, Bangalore. Rezwan Razack, Anjum Razack and our Company are the seventh, eighth and ninth defendants respectively. The suit pertains to declaration of ownership of property situated at Sy. No. 60/2 at Addevishwanathapura, Hesarghatta Hobli, Bangalore North. The matter is pending.* *(iii) An appeal bearing M.A. No. 606/2002 has been filed by S.Vasudeva against the Government of Karnataka and others before the Karnataka Appellate Tribunal, Bangalore. The contentions of the plaintiff relate to the properties alleged to have been acquired by the fourteenth respondent, a member of parliament and his family members beyond their respective sources of income. Irfan Razack and Rezwan Razack were not made parties though allegations about them acquiring agricultural lands measuring 6.92 acres situated at Sy. No. 105 and 106 of Ramagondanahalli Village, Varthur Hobli, Bangalore South were made. The matter is pending.* *(iv) An appeal bearing ITA No. 810/2008 has been filed by the Commissioner of Income Tax against Rezwan*

		Razack before the High Court of Karnataka, Bangalore. The appeal has been preferred over the order passed by the Income Tax Appellate Tribunal in ITA No. 718/Bang 2006 on March 23, 2008, with respect to assessment year 2001-2002. The matter is pending. *(v) An appeal has been filed by Rezwan Razack against the Deputy Commissioner of Income Tax, Central Circle before the Commissioner of Income Tax (Appeals) VI, Bangalore with respect to assessment years 2005-2006 and 2006-2007. The matter is pending.* *(vi)A writ petition bearing W.P. No. 24923/2010 has been filed by Joy Alukkas Traders India Private Limited against Union of India and others before the High Court of Kerala. Our Promoters and certain members of our Promoter Group have been impleaded as defendants in the matter on account of them being landlords of the property in which the petitioner was conducting business. The suit has been filed to challenge service tax imposed under provisions of the Finance Act, 1994 on property taken on lease by the petitioner. The matter is pending.*
Irfan Razack	*Four*	*(i) An appeal bearing M.A. No. 606/2002 has been filed by S.Vasudeva against the Government of Karnataka and others before the Karnataka Appellate Tribunal, Bangalore. The contentions of the plaintiff relate to the properties alleged to have been acquired by the fourteenth respondent, a member of parliament and his family members beyond their respective sources of income. Irfan Razack and Rezwan Razack were not made parties though allegations about them acquiring agricultural lands measuring 6.92 acres situated at Sy. No. 105 and 106 of Ramagondanahalli Village, Varthur Hobli, Bangalore South were made. The matter is pending.* *(ii) An appeal bearing ITA No. 809/2008 has been filed by the Commissioner of Income Tax against Irfan Razack before the High Court of Karnataka, Bangalore. The appeal has been preferred over the order passed by the Income Tax Appellate Tribunal in ITA No. 719/Bang 2006 on March 23, 2008, with respect to assessment year 2001-2002. The matter is pending.* *(iii) An appeal has been filed by Irfan Razack against the Deputy Commissioner of Income Tax, Central Circle before the Commissioner of Income Tax (Appeals) VI, Bangalore with respect to assessment years 2005-2006 and 2006-2007. The matter is pending.* *(iv)A writ petition bearing W.P. No. 24923/2010 has*

	been filed by Joy Alukkas Traders India Private Limited against Union of India and others before the High Court of Kerala. Our Promoters and certain members of our Promoter Group have been impleaded as defendants in the matter on account of them being landlords of the property in which the petitioner was conducting business. The suit has been filed to challenge service tax imposed under provisions of the Finance Act, 1994 on property taken on lease by the petitioner. The matter is pending.

3. ***Our Promoters, Irfan Razack and Rezwan Razack are involved in certain legal proceedings. The details of the legal proceedings pending against our Promoters are as follows:***

(Rs. in millions)

Promoter	Number and nature of suit	Monetary claim, if any
Irfan Razack	One civil suit and two tax proceedings	388.87
Rezwan Razack	Three civil suits and two tax proceedings	Nil

4. ***A partnership firm in which one of our Promoters is a partner is involved in a litigation involving misappropriation of funds.***

One of our Promoters, Irfan Razack, represents PHR Developers, a firm in which he is a partner, in a dispute bearing No. JRD/ACB/III/2007-2008 which has been filed by Amanath Co-operative Bank Limited ("**Amanath Bank**") before the Joint Registrar of Co-operative Societies Bangalore. Amanath Bank had entered into a memorandum of understanding with PHR Developers whereby the latter had undertaken to construct a multi-storied building for the complainant bank. The complainant had filed a suit alleging that PHR Developers had charged excessive costs of approximately Rs. 388.87 million on various grounds. The report of an enquiry commission appointed under the Karnataka Co-operative Societies Act, 1959, to investigate the alleged irregularities in the affairs of the bank has held PHR Developers responsible for overcharging construction costs of Rs. 83.70 million. The findings of the enquiry report have been challenged by PHR Developers by way of petition dated January 18, 2010.

Separately, Irfan Razack was served a summons dated January 24, 2008 to appear before the Joint Registrar of Cooperative Societies in relation to an application that had been filed by Amanath Bank under the Karnataka Cooperative Societies Act 1959, for the attachment of immovable property belonging to certain persons. He is named as a respondent in this application.

The affidavit to this application that is filed by the general manager of Amanath Bank states that Irfan Razack, amongst others, is an ex-director of Amanath Bank and is responsible for mismanaging the funds of Amanath Bank which has resulted in losses to Amanath Bank. Irfan Razack has obtained a written confirmation on March 24, 2010 from the present administrator of the Amanath Bank, to the effect that Irfan Razack has at no point in time accepted a position on the Board of the Amanath Bank.

Any adverse decision in the above matters under litigation may have a significant adverse effect on the reputation of our Company. For more information on the above litigation see "Outstanding Litigation and Material Developments" on page 424.

5. ***We have entered into certain contracts with certain of our Subsidiaries, Group Entities, Associates and other entities in which our directors are interested for which we do not have prior***

approval from the Central Government as required. Anything done in pursuance of such contracts may be voidable at the option of the Board.

We have entered into certain contracts with certain of our Subsidiaries, Group Entities, Associates and other entities in which our directors are interested for which we do not have prior approval from the Central Government as required. In this regard we have submitted appropriate applications before the Company Law Board, Chennai, to compound the offences in relation hereto. The process will entail the payment of compounding fees/penalties. Rejection of our application will have an adverse impact on our continuing relationships with such entities and may expose us to legal liability.

6. ***Our business and profitability is significantly dependent on the performance of the real estate market generally in India, and in Bangalore in particular. Fluctuations in market conditions may affect our ability to sell our projects at expected prices, which could materially and adversely affect our revenues and earnings.***

Our business is significantly dependent on the performance of the real estate market generally in India, and particularly in Bangalore, where a majority of our projects are located, and could be adversely affected if market conditions deteriorate. The real estate business is in turn significantly affected by changes in government policies, economic and other conditions, such as economic slowdown, demographic trends, employment levels, availability of financing, rising interest rates or declining demand for real estate, or the public perception that any of these events may occur. These factors can adversely affect the demand for and pricing of our Completed Projects (which have not been either sold or leased), Ongoing Projects, Projects Under Development and Forthcoming Projects and, as a result, may materially and adversely affect our financial condition, results of operations, cash flows, our ability to service our debts and the trading price of our Equity Shares. For instance, in Fiscal 2009 demand for residential and commercial projects in India deteriorated significantly due to the global economic slowdown and its impact on the financial markets. Although this did not have a significant impact on our revenues, our management deferred the launch of new projects as a result of the economic environment. As a result of this deferral, our results of operations may be materially and adversely affected in future Fiscal Years if new projects do not meet the percentage completion required to recognize revenue.

Going forward, we believe that the success of our projects depends on the general economic growth and demographic conditions in India. In addition, the condition of the real estate sector in India, particularly market prices for developable land and finished units/projects, has a significant impact on our revenues and results of operations. We focus on real estate projects in the residential (including apartments, villas, mansions and integrated townships), commercial (including corporate office blocks, built-to-suit facilities, technology parks and campuses and Special Economic Zones ("SEZs")), hospitality (including hotels, resorts and serviced accommodation) and retail (including shopping malls) segments of the real estate industry.

The real estate market in Bangalore may perform differently from, and may be subject to market conditions and regulatory developments that are different from, real estate markets in other parts of India. We cannot assure you that the demand for our properties in Bangalore will grow, or will not decrease, in the future.

As of June 30, 2010, 82.06%, 83.13% and 51.21%, respectively of our Ongoing Projects, Projects under Development and Forthcoming projects are located in Bangalore. For details regarding the break-up of our Ongoing Projects, Projects Under Development and Forthcoming Projects in Bangalore, see "Business" on page 87.

7. ***Any decrease in our developer rating could adversely affect our business.***

We currently hold a DA2+ developer rating issued to us by CRISIL. The rating indicates that we have a *"very good ability to execute real estate projects as per specified qualified levels within the stipulated time schedule, and to transfer clean title*." We have previously held a DA2 rating in 2009 and a DA1 rating during the years 2003 to 2008 in recognition of the quality of our projects and our ability to deliver Completed Projects to our customers in a timely manner. Any decrease in our developer rating in the future may adversely affect our reputation and our business.

8. ***Our business is significantly dependent on the availability of real estate financing in India. Difficult conditions in the global financial markets and the economy generally have affected and may continue to materially and adversely affect our business and results of operations.***

Since the second half of 2007, the global credit markets have experienced, and may continue to experience, significant dislocations and liquidity disruptions which have originated from the liquidity disruptions in the United States and the European Union credit and sub-prime residential mortgage markets. Although economic conditions differ in each country, investors' reactions to any significant developments in one country can have adverse effects on the financial and market conditions in other countries. These and other related events, such as the recent collapse of a number of financial institutions, have had and continue to have a significant adverse impact on the availability of credit and the confidence of the financial markets, globally as well as in India. In 2008, Indian financial markets had also experienced the contagion effect of the global financial turmoil, evident from the sharp decline in the Sensex, BSE's benchmark index. Any prolonged financial crisis may have an adverse impact on the Indian economy, thereby resulting in a material and adverse effect on our business, operations, financial condition, profitability and price of our Equity Shares; for instance, as a result of the economic environment, our management deferred the launch of new projects during Fiscal 2009. We cannot assure you that global economic conditions will not deteriorate further and, accordingly, that our financial condition and results of operations will not be further adversely affected. As a result of the prevailing conditions of the global and Indian credit markets, buyers of property may remain cautious, rentals of commercial properties may continue to face downward pressure and consumer sentiment and market spending may turn more cautious in the near-term.

Changes in interest rates have also had a significant impact on the real estate financing and the demand for residential real estate projects. Rising interest rates affect a prospective customer's ability to obtain affordable financing for purchase of our properties, particularly the purchase of completed residential developments by individuals and sale or lease of commercial projects. Availability of credit to such customers, affects the affordability of, and hence the market demand for, our real estate developments. Interest rates in India had remained high. The PLR for public sector banks was between 11% and 13.5% as of June 30, 2010 (Source: Reserve Bank of India, First Quarter Review of Monetary Policy for the Year 2010-11). These factors have had, a series of effects on our business such as decreases in the sales of, or market rates for, the development projects; delays in the release of finances for certain of the projects in order to take advantage of future periods of more robust real estate demand; decreases in rental or occupancy rates for the commercial or retail properties; insolvency of key contractors resulting in construction delays; insolvency of key tenants in the commercial and retail properties; inability of customers to obtain credit to finance purchase of our properties. In any of these circumstances, our results of operations and business prospects may be materially and adversely affected.

9. ***We hold an insignificant stake or no stake in certain of our Other Development Entities which are engaged in the development of certain projects, because of which the control and operations in respect of such projects may be adversely affected.***

We currently hold 0.002% stake in Thomsun Realtors Private Limited which is engaged in developing our retail and hospitality project at Cochin, India. While we have the right to an increased stake in Thomsun Realtors Private Limited upon fulfillment of certain capital commitments specified in the Cochin Agreement, we cannot assure you that the capital infusion will be made in time as envisaged under the agreement, or at all. This may have a material adverse impact on our ability to hold a significant stake in Thomsun Realtors Private Limited as envisaged, which will further impact our control and operations in relation to the project being undertaken by it.

Currently, we do not hold any stake in Vijaya Productions Private Limited which is engaged in the development of our retail mall in Chennai. Our right to be allotted shares in Vijaya Productions Private Limited is subject to us meeting our remaining capital commitment of Rs. 199.24 million (as on June 30, 2010) under the shareholders agreement. In the event that we do not meet out capital commitment we may not be allotted shares in the said entity. Our inability to exercise control over Vijaya Productions Private Limited which hold the land on which our projects is being constructed may adversely affect our ability to operate and control the project. For further details see "Other Development Entities" on page 181.

10. ***Our contingent liabilities which have not been provided for in our financial statements could adversely affect our financial condition.***

We have substantial contingent liabilities, which could adversely affect our business. Our contingent liabilities that had not been provided for in our consolidated financial statements aggregated to Rs. 523.78 million as at June 30, 2010. The contingent liabilities consist principally of corporate guarantees given on behalf of companies under the same management. If these entities are unable to pay or otherwise default on their obligations, their lenders may require us, pursuant to the relevant guarantee, to cover the full or remaining balance of their obligations. In the event that any of these contingent liabilities materialize, our results of operation and financial condition may be adversely affected. For further information, see "Management's Discussion and Analysis of Condition and Results of Operations" on page 381.

The following Subsidiaries and Associate Companies have contingent liabilities

Rs. In million

S. No.	Entity	Contingent liability
1.	Prestige Bidadi Holdings Private Limited	231.20
2.	Prestige Valley View Estates Private Limited	3,536.23
3.	ICBI India Private Limited	46.99
4.	Downhill Holiday Resorts Private Limited	758.01
5.	Pennar Hotels & Resorts Private Limited	758.01
6.	Foothill Resorts Private Limited	758.01
7.	Northland Holding Company Private Limited	758.01
8.	Prestige Garden Constructions Private Limited	2,081.20
9.	Cessna Garden Resorts Private Limited	3,030.82
10.	Village De Nandi Private Limited	2,083.33
11.	Babji Realtors Private Limited	178.57

In the event that any of the above contingent liabilities fructify, then the same could adversely affect the financial condition of our Subsidiaries, Associate Companies and Other Development Entities.

11. ***We have experienced negative cash flows in the three month period ended June 30, 2010 and in Fiscal 2007. Any negative cash flows in the future would adversely affect our results of operations and financial condition.***

We experienced a net decrease in cash and cash equivalents of Rs. 1,265.21 million in the three month period ended June 30, 2010 and Rs. 107.37 million in Fiscal 2007. Any negative cash flows in the future could adversely affect our results of operations and financial condition.

12. ***Certain of our loans contain rights such that the lender may take over and complete the project and assign the sale proceeds of the project towards the loan amount, or enter upon and take possession of our assets on the occurrence of an event of default as defined under the loan agreement executed by us with that lender.***

We have taken certain loans from HDFC. We have taken a term loan of Rs. 1,500.00 million from HDFC, one of our lenders for the development of Prestige Golfshire, one of our Ongoing Projects. As per the terms of the loan agreement with the lender, on the occurrence of an event of default, the lender has the right to appoint its nominee to take over the project, complete the project and assign the income of its sale towards the loan amount. In addition, we have availed of a term loan of Rs. 1,000.00 million from HDFC one of our lenders for the purpose of creating fit out assets which yield rental income to the Company. As per the terms of the loan agreement, upon the occurrence of an event of default the lender obtains a right to enter upon and take possession of our assets.

Under these agreements, an "event of default" is defined as including our failure to pay the amounts falling due thereunder, our failure to perform the covenants undertaken, depreciation in the value of the security of the loan coupled with a failure to provide additional security to make good the difference and sale of the security during the subsistence of the loan. The operation of this provision in the loan agreement could adversely affect our reputation, financial condition and cash flows.

As of June 30, 2010, we had an aggregate of Rs. 225.65 million of outstanding indebtedness due to our Promoters and Directors. For details of the amount of indebtedness we intend to repay using proceeds from the issue, see, "Objects of the Issue-Details of Objects-Repayment of Loans" on page 51.

13. ***We will be controlled by our Promoters so long as they control a majority of our Equity Shares.***

After the completion of the Issue, our Promoters will control, directly or indirectly, in excess of [●]% of our outstanding Equity Shares. As a result, our Promoters will continue to exercise significant control over us, including being able to control the composition of our board of directors and determine decisions requiring simple or special majority voting, and our other shareholders will be unable to affect the outcome of such voting. As a result, our Promoters may take or block actions with respect to our business, which may conflict with our interests or the interests of our minority shareholders, such as actions with respect to future capital raising or acquisitions. We cannot assure you that our Promoters will act to resolve any conflicts of interest in our favor.

14. ***We are required to make certain payments when we enter into joint development agreements, which may not be recoverable and pursuant to which we may be required to pay penalties in terms of such joint development agreements.***

We enter into joint development agreements with third party land owners in relation to some of our properties. Under these agreements, we are required to provide the owners of the land with either a refundable deposit, which is refundable upon the completion of the project, or a non-refundable deposit. Under these joint development agreements, in the event of any delay in the completion of the project within the time frame specified, we are required to indemnify such parties with whom we have entered into joint development agreements and pay certain penalties as specified in these agreements. If we are required to pay penalties pursuant to such agreements and we decline to do so, we may not be able to recover the deposits made by us to the owners of the land. As of August 31, 2010, we had entered into joint development agreements in relation to 228.06 acres or approximately 23.07% of our Land Reserves and pursuant to these agreements we had paid approximately Rs. 917.03 million as refundable deposits and are required to pay a further sum of Rs. 945.47 million under such agreements. This could have an adverse effect on our business, financial condition and results of operations. For further details please see "Our Land Reserves" on page 134.

15. ***Conflicts of interest may arising out of common business objects shared by our Company and certain of our Promoter Group entities***

Our Promoters have interests in other companies and entities that may compete with us, including other entities in our Promoter Group that conduct businesses with operations that are similar to ours within the real estate development industry. There is no requirement or undertaking made by the Promoters or other entities in our Promoter Group not to compete with our business. In addition, there is no requirement or undertaking for our Promoters, Promoter Group or such similar entities to conduct or direct any opportunities in the real estate industry only to or through us. As a result, conflicts of interest may arise in allocating or addressing business opportunities and strategies amongst our Company, our Promoters and other entities in our Promoter Group in circumstances where our interests differ from theirs. There can be no assurance that our Promoters or other entities in our Promoter Group will not compete with our existing business or any future business that we may undertake, nor that their interests will not conflict with ours.

16. ***We face intense competition in our business from domestic and foreign companies, based on the availability and cost of land. We may not be able to compete effectively, particularly in certain regional markets.***

We operate in highly competitive markets, and competition in these markets is based primarily on the availability and cost of land. We also face competition from both domestic and foreign companies in bidding for new property development projects.

Although, our operations have historically focused on projects in and around Bangalore, we plan to expand in other cities across south India. As we intend to diversify our regional focus, we face the risk that some of our competitors, who are also engaged in real estate development, may be better known in other regional markets, enjoy better relationships with landowners and joint venture partners, gain early access to information regarding attractive parcels of land and may be better placed to acquire such land. Some of our competitors have greater land reserves or financial resources than we do. They may also benefit from greater economies of scale and operating efficiencies. Competitors may, whether through consolidation or growth, present more attractive

and/or lower cost solutions than we do, causing us to lose market share to our competitors. There can be no assurance that we can continue to compete effectively with our competitors in the future, and failure to compete effectively may have a material adverse effect on our business, financial condition and results of operations.

We compete with other retail real estate developers seeking suitable retail tenants. Similarly, we also compete with an increasing number of commercial real estate developers. Increasing competition could result in price and supply volatility which could materially and adversely affect or results of operations and cause our business to suffer.

17. ***We undertake some of our projects as joint ventures, which entail certain risks.***

At present some of our projects are undertaken by way of joint ventures, such as our joint venture with CRIDF for the development of malls in our retail real estate development business. See the "Our Business – Our Joint Venture with CRIDF" on page 127. We have collaborated with CapitalLand for the development of malls. Under the framework agreement with CapitalLand, our Company is required to collaborate exclusively with CapitalLand on all future retail mall projects, except in those situations where CapitalLand declines a proposal made by our Company. While we believe that such restrictions are market standard, they may inhibit our growth potential in the retail mall development segment. For additional details in relation to the joint venture agreements, see "History and Corporate Structure" on page 159. In addition, we plan to undertake projects with or through joint ventures with third parties in the future.

Our joint venture partners may have business interests or goals that are inconsistent with our business interests or goals. Such investments also may have the potential risk of impasses on certain key decisions. Any disputes that may arise between us and our joint venture partners may cause delay in completion, suspension or complete abandonment of the project. In addition, we may in certain circumstances be liable for the actions of our joint venture partners. Further, the success of these joint ventures depends, to a certain extent, on the satisfactory performance by the joint venture partners and the fulfillment of their obligations. Additionally, under certain joint venture agreements we along with our partners are required to provide additional funding into the joint venture entities. We cannot assure you that the capital contributions will be made as envisaged under the agreements, or at all. In addition, though our joint ventures confer rights on us to construct, develop, market and sell the developed properties, our joint venture partners have certain decision-making rights which may limit our flexibility to make decisions relating to such projects, and may cause delays or losses.

Certain of our joint ventures involve the participation of foreign investors. These joint venture agreements provide the investors with options to exit the joint venture, such as tag along rights, drag along rights, put option and call options. In the event that the investors exercise these rights, the completion of the project may be adversely affected. Further, joint venture agreements require investor consent before any restructuring, reorganization, change in capital structure, amendment to MoA/AoA and/or transfer of assets. Under certain joint ventures agreements, the investors are entitled to preferential dividends.

While we believe that such restrictions are market standard, they may inhibit our growth potential, limit our flexibility to make decisions relating to the corresponding projects, cause delays and may materially and adversely affect our results of operations.

18. ***Our Promoters, members of the Promoter Group and other individuals/entities, together have a controlling interest in certain Associates and Group Entities because of which the control and operations in respect of such Associates or Group Entities may be adversely affected.***

Our Promoters, members of the Promoter Group and other individuals/entities, together have a controlling interest in our Associates namely Prestige Garden Constructions Private Limited, Babji Realtors Private Limited and Prestige Projects Private Limited, and in certain Group Entities namely Prestige Garden Resorts Private Limited and Cessna Garden Developers Private Limited. These Associates and Group Entities own lands, on some of which certain of our projects are being developed.

We cannot assure you that our Promoters and members of our Promoter Group will act in our interest while exercising their rights in the said entities. Our inability to exercise control over entities which hold the lands on which certain of our projects are being constructed may result in delays or losses in relation to the construction of the said Projects which may in turn materially and adversely affect our business and results of operations. The details of the percentage controlling interest are as below:

Entity	% of Controlling Interest held by Promoter / Promoter Group together with other Individuals
Prestige Garden Constructions Private Limited	65.00
Babji Realtors Private Limited	75.50
Prestige Projects Private Limited	67.32
Prestige Garden Resorts Private Limited	50.00
Cessna Garden Developers Private Limited	40.00

19. ***Certain of our Subsidiaries and Group Entities have incurred losses in the past.***

Rs. In millions

	Profit/(Loss) after Tax		
Name of the Company	**Fiscal Year 2010**	**Fiscal Year 2009**	**Fiscal Year 2008**
Prestige Construction Venture Private Limited	(0.60)	(1.72)	(1.09)
Prestige Bidadi Holdings Private Limited	(0.51)	(0.35)	(1.36)
Prestige Valley View Estates Private Limited	(21.46)	(1.61)	(3.82)
Downhills Holiday Resorts Private Limited	(0.03)	(0.02)	(0.03)
Kandid Marketing Services Private Limited	(0.02)	(0.03)	(0.03)
Exora Business Parks Private Limited	(1.02)	(0.72)	(1.12)
Foothills Resorts Private Limited	(0.02)	(0.45)	(0.04)
Prestige Home Finance Limited	(0.01)	(0.02)	(0.03)
Cessna Garden Developers Private Limited	(162.43)	(56.80)	(51.70)
Prestige Garden Constructions Private Limited	(111.97)	7.14	4.78
Babji Realtors Private Limited	(0.98)	(14.13)	-
Pennar Hotels and Resorts Private Limited	(0.03)	(0.02)	(0.03)
Prestige Garden Estates Private Limited	1.27	377.91	(151.02)
Prestige Leisure Resorts Private Limited	(197.55)	(92.25)	12.32
Village De Nandi Private Limited	(0.03)	(0.01)	(0.02)
Valdel Xtent Outsourcing Solutions Private Limited	(0.12)	(13.46)	(0.07)
Thomsun Realtors Private Limited	39.48	33.39	(0.67)
Prestige Mysore Retail Ventures Private Limited	(0.26)	(0.14)	(3.34)
Prestige Mangalore Retail Ventures Private Limited	(0.64)	(0.62)	(1.14)
Prestige Whitefield Investment and Developers Private Limited	(0.12)	(0.16)	(8.96)
Prestige Projects Private Limited	(0.10)	(3.41)	-
Prestige Notting Hill Investments	185.98	132.53	(10.77)
Morph	-	(4.06)	(1.98)
Northland Holdings Pvt Ltd	(0.01)	NA	NA
Team United Engineers Pvt Ltd	(8.23)	1.48	1.43
Prestige Shantiniketan Leisures Pvt Ltd	(0.23)	NA	NA
Prestige Golf Resorts Pvt Ltd	(0.76)	1.17	NA
Prestige Builders & Developers Pvt Ltd	(0.07)	NA	NA
Capitaland Retail Prestige Mall Management Pvt Ltd	(26.12)	(9.36)	NA

20. ***We receive certain tax benefits under the provisions of the Income Tax Act, which if withdrawn, may adversely affect our financial condition and results of operations***

Our business enjoys various tax benefits under the Income Tax Act, and is also expected to benefit from SEZ related tax benefits. Section 80-IB of the I.T. Act provides for deduction for income tax purposes of 100% of the profits from residential projects approved before the March 31, 2007 provided the area of each dwelling unit is not more than 1,000 sq. ft. in Delhi and Mumbai or within 25 kilometers of the municipal limits of these cities and 1,500 sq. ft. in rest of India. Our projects are customized, wherever feasible, to take advantage of the benefits provided by the said provisions of the I.T. Act.

The total amount of benefit derived by us under Section 80-IB of the I.T. Act was Rs. 57.01 million, Rs 424.00 million, Rs. 94.00 million and Rs. 215.00 million for the three month period ended June 30, 2010, Fiscal 2010, Fiscal 2009 and Fiscal 2008, respectively, which constituted 26.89%, 9.12% and 27.20% of our profit before tax and extraordinary items. Section 80IAB of the I.T. Act provides for deductions in respect of profits and gains by an undertaking or enterprise

engaged in development of SEZs provided that the project is notified under the Special Economic Zones Act, 2005, after April 1, 2005. A deduction of 100% of the profits and gains derived from the notified projects for a period of 10 consecutive years. The total amount of deductions claimed by us under Section 80IAB from our project Cessna Business Park was Rs. 1.72 million in Fiscal 2008. In the event that similar benefits are no longer available to us due to any change in law or a change in the nature of our property developments, the effective tax rates payable by us will increase and consequently our financial condition may be adversely affected. For details, see the "Statement of Tax Benefits" on page 60.

21. ***Our Company's indebtedness, inability to make payments or refinance our debt and the conditions and restrictions imposed by the financing arrangements could require us to use cash flows for repayment, enter into financing at higher costs and subject us to fluctuations in interest rates, which could adversely affect our ability to conduct our business and operations.***

As of June 30, 2010, our Company's outstanding indebtedness was Rs. 20,199.54 million, out of which Rs. 2,434.16 million was unsecured and Rs. 17,765.38 million was secured. Our Company may incur additional indebtedness in the future. Our Company's indebtedness could have several consequences, including but not limited to the following:

- A portion of our cash flow will be used towards repayment of our existing debt, which will reduce the availability of cash to fund working capital needs, capital expenditures, acquisitions and other general corporate requirements. As of June 30, 2010, our net interest charges were Rs. 254.43 million, which amounted to 5.67% of our net cash out flows and our loan repayments were Rs. 1,146.68 million, which amounted to 25.54% of our net cash out flows. Our net cash out flows are computed as our total cash outflows during the period excluding cash outflows towards investment activities;
- our ability to obtain additional financing in the future at reasonable terms may be restricted; and;
- fluctuations and increase in prevailing interest rates may affect the cost of our borrowings, with respect to existing floating rate obligations and new loans.

Our Company has entered into agreements with certain banks and financial institution for term loans and working capital loans, which contain restrictive covenants, including, but not limited to, requirements that we obtain consent from the lenders prior to altering the capital structure, further issuing any shares, effecting any scheme of amalgamation or reconstitution, declaring dividends, creating any charge or lien on the security, changing the core management team of our Company or appointing nominee director on our Board. Many of our Company's lenders retain the right to reschedule the payment of the loan amount, and in some cases this could be done without notice to us. In addition, some of the loan agreements contain financial covenants that require us to maintain, among other things, specified debt equity ratios.

There can be no assurance that we will be able to comply with these financial or other covenants or that we will be able to obtain consents necessary to take the actions that we believe is required to operate and grow our business. Furthermore, a default, including our inability to service our debt, on some of our loans may also trigger cross-defaults under some of the other loan agreements, whereby our failure to honor the payment due under one particular facility will be deemed to be a default under all of our other facilities, and all moneys owed by us to such lenders may be accelerated or declared immediately due and payable. Many of our loan agreements allow our lenders to call upon additional security in relation to existing loans.

Furthermore, our Company's ability to make payments on and refinance our indebtedness will depend on our ability to generate cash from our future operations. We may not be able to generate enough cash flow from operations or obtain enough capital to service our debt. In addition, we may need to refinance some or all of our indebtedness on or before maturity and we cannot assure you that we shall be able to do so at commercially reasonable terms, or at all. This may require us to take actions such as selling assets, seeking additional equity financing or reducing or delaying capital expenditures, including development of our Ongoing Projects, Projects Under Development and Forthcoming Projects. We may not be able to take these actions, if necessary, on commercially reasonable terms or at all. In addition, lenders under our credit facility could foreclose on and sell our assets if we default under our credit facilities.

As of June 30, 2010 our Company had unsecured loans amounting to Rs. 2,434.16 million and repayment of these loans may be called by lenders at any time. In such event, we may have to raise large amounts of money to refinance these obligations. This requirement to refinance loans at short notice may have a material and adverse effect on our business operations and financial condition. Furthermore, as on June 30, 2010 we have Rs. 17,951.90 million of debt which bear interest at floating rates linked to the prime lending rates of our lenders, as determined from time to time. Such floating rate debt is long term debt and denominated in Indian Rupees. Upward fluctuations in interest rates could therefore increase the cost of both existing and new debt, which may have a material and adverse effect on our business operations and financial conditions.

As of June 30, 2010, we have availed loans amounting to Rs. 225.65 million from our Promoters and/or Directors, which constitutes 1.71% of the total debt availed by us. For further details of the loans and borrowings from our Promoters and Directors, see "Related Party Transactions" on page 266.

We propose to utilize an amount of Rs. 2,800 million from the proceeds of the Issue towards the repayment of our existing debt obligations. For more details see "Objects of the Issue" on page 44.

22. ***We have not entered into any definitive agreements to utilize the net proceeds of the Issue, and the deployment of funds from the issue is entirely at the discretion of our Board.***

We have not entered into any definitive agreements to utilize the net proceeds of the Issue. The deployment of funds as stated in “Objects of the Issue” on page 44 is entirely at the discretion of our Board. All the figures included under "Objects of the Issue" are based on our own estimates. Pending utilization of the proceeds of this Issue for the purposes described in this Red Herring Prospectus, we intend to invest the proceeds of the Issue in interest-bearing liquid instruments, including money market mutual funds and deposits with banks, or apply the proceeds of this Issue towards reducing our overdrafts. Such investments would be made in accordance with investment policies or investment limits approved of by our Board of Directors from time to time.

23. ***The requirement of funds in relation to the objects of the Issue has not been appraised, and are based on current conditions which are subject to change.***

We intend to use the net proceeds of the Issue for the purposes described in “Objects of the Issue” on page 44. The objects of the Issue have not been appraised by any bank or financial institution. These are based on current conditions and are subject to changes in external circumstances or costs, or in other financial condition, business or strategy, as discussed further below. Based on the competitive nature of the industry, we may have to revise our management estimates from time to time and consequently our funding requirements may also change. Our management estimates for the projects may exceed fair market value or the value that would have been determined by third

party appraisals, which may require us to reschedule or reallocate our project expenditure, which may have a material adverse effect on our business, financial condition and results of operations.

24. ***Our Promoters have given personal guarantees in relation to certain debt facilities provided to us, our Group Entities and our Subsidiaries, which if revoked may require alternative guarantees, repayment of amounts due or termination of the facilities.***

Our Promoters have given personal guarantees in relation to certain debt facilities provided to us and our Subsidiaries aggregating Rs. 17,986.43 million as of June 30, 2010. For details of these guarantees, see "Financial Indebtedness" on page 403. In addition, as of June 30, 2010, our Promoters have guaranteed an aggregate of Rs. 664.18 million of indebtedness for the benefit of our Group Entities. In the event that any of the guarantees are revoked, the lenders for such facilities may require alternate guarantees, repayment of amounts outstanding under such facilities, or even terminate such facilities. We may not be successful in procuring guarantees satisfactory to the lenders, and as a result may need to repay outstanding amounts under such facilities or seek additional sources of capital, which could affect our financial condition and cash flows.

25. ***We have given corporate guarantees in relation to certain debt facilities provided to our Subsidiaries and certain Group Entities, which if claimed on, may require our Company to pay the guaranteed amounts.***

As of June 30, 2010, we have given corporate guarantees in relation to certain debt facilities provided to our Subsidiaries and other Group Entities aggregating to Rs. 5,508.90 million. For more details see "Financial Indebtedness" on page 403. In the event these guarantees are revoked, our Subsidiaries and Group Entities may be required to substitute such guarantees, failing which our creditors may revoke the debt facilities, in part or full.

26. ***Certain of our land acquisition transactions may not be completed on account of sellers' inability to satisfy pre-conditions to the sale and we may not be able to recover advances made in relation to such transactions.***

As part of our land acquisition process, we enter into purchase agreements or MoUs with third parties prior to the transfer of interest or conveyance of title of the land to us. Such third parties may own the lands themselves or have contracts to purchase such lands from the current owners. We enter into these agreements after making certain advance payments in order to ensure that such third parties can satisfy certain pre-conditions within the time frames stipulated under these agreements. There can be no assurance that these third parties will be able to satisfy their conditions within the time frames stipulated or at all. In addition, such third parties may at any time decide not sell us the land identified.

In the event that we are not able to acquire this land, we may not be able to recover all or part of the advance monies paid by us to these third parties, which amounted to approximately Rs. 1,706.32 million (excluding the amount brought in by CapitaRetail Cochin on our behalf in Thomsun Realtors Private Limited) as of August 31, 2010 and a further sum of Rs. 1,574.80 million is required to be paid to these land owners under these agreements. Further, in the event that these agreements are either invalid or have expired, we may lose the right to acquire these lands and also may not be able to recover the advances made in relation to the land. Also, any failure on our part to perform our obligations, or any delay in performing our obligations under these agreements, may lead to us being unable to acquire these lands as the agreements may also expire. Any failure to complete the purchases of land, renew these agreements on terms acceptable to us or recover the advance monies from the relevant counterparties could adversely affect our business, financial condition and results of operations.

27. ***As we also implement our projects through project-specific Subsidiaries and other entities, we are substantially dependent on the performance of such Subsidiaries and other entities.***

We have equity interests in our Subsidiaries and in other entities, each of which develop specific projects. Some of our Subsidiaries and other entities not only undertake the development but also continue to own and/or operate such developments subsequent to their completion.

The following is a break up of our Completed Projects over the last three years indicating the projects implemented by us through our Subsidiaries and other entites.

Name of the Entity	Stake of the Issuer (%)	Percentage of projects completed from September 1, 2007 to August 31, 2008	Percentage of projects completed from September 1, 2008 to August 31, 2009	Percentage of projects completed from September 1, 2009 to August 31, 2010	Total percentage of projects completed
Prestige Estates Projects Limited	-	100	70	85.71	82.61
Subsidiaries					
Cessna Garden Developers Private Limited	60.00	0	10*	0	4.35
Other Entities					
Prestige Garden Constructions Private Limited	35.00	0	10	0	4.35
Silverline Estates	30.00	0	10	0	4.35
Notring Hill	47.00	0	0	14.29	4.35

** Cessna Garden Developers Private Limited was a Group Entity and subsequently became a Subsidiary of our Company.*

As a result, our financial condition and results of operations also depend on the performance of our Subsidiaries and such other entities and the returns and other distributions we receive from them. As a result, in the event of non-performance by our Subsidiaries and such other entities, losses incurred or lack of dividends or other distributions made by our Subsidiaries and such other entities, our results of operations and financial condition may be adversely affected.

28. ***The land which is owned by our Company and registered in the name of our Company is 18.83 acres and accounts for 1.90% of our total Land Reserves.***

We own or have an interest in a total of 18.83 acres of land and which aggregates to 1.90% of our total Land Reserves. The remaining properties forming part of our Land Reserves are held in the names of our Subsidiaries and other entities which will develop our projects. As a result, these project-specific entities will have control over the Land Reserves and thereby limit our flexibility to make decisions relating to such Land Reserves. For details about the lands held in our name, see "Our Business – Our Land Reserves" on page 134.

We also own 364.42 acres of land in the name of our Subsidiaries amounting to a total of 36.87% of our Land Reserves. The table below represents the breakup of owned land through Subsidiaries and other entities:

S. No.	Project Name	Name of the Subsidiary/Other Entity	Land in Acres	Holding as a percentage to Land Reserves
1.	Graphite	Prestige Whitefield Investments and Developers Private Limited	8.01	0.81
2.	Prestige Polygon	Prestige Construction Ventures Private Limited	2.87	0.29
3.	Bidadi Land Bank	Prestige Bidadi Holdings Private Limited	142.74	14.44
4.	Village De Nandi	Village De Nandi Private Limited	22.95	2.32
5.	Prestige Golfshire	Northland Holding Company Private Limited	215.09	21.76
6.	Forum Mysore	Mysore Retail Ventures Private Limited	3.86	0.39
7.	Silver Oak	Silver Oak Projects	17.16	1.74
		TOTAL	**412.68**	**41.75**

29. ***Our title and development rights or other interests over land may be subject to legal uncertainties and defects which may have an adverse impact on our ability to develop and market projects developed on such lands. Further, inadequate or doubtful title may expose us to the risks of litigation.***

There may be various legal defects and irregularities to the title to the lands that we own or on which we have development rights or other interests in, directly or indirectly, and which we may not be able to fully identify, resolve or assess. Prior to any agreement for purchase and/or development of land with respect to any land or any right therein, we usually verify the history and title of the land based on available documents and information by undertaking a due diligence process. However, there can be no assurance that such documents and information is accurate, authentic or complete. Additionally, property records in India have not been fully computerized and are generally maintained manually with physical records of all land related documents, which are also manually updated. This updating process can take a significant amount of time and can result in inaccuracies or errors and increase the difficulty of obtaining property records and/or materially impact our ability to rely on them. As a result, the title of the real property in which we may invest may not be clear or may be in doubt.

Further, legal disputes in respect of land title can take several years and can entail considerable expense to resolve if they become the subject of court proceedings and their outcome can be uncertain. If we or the owners of the land, which is the subject of our agreements, are unable to resolve such disputes with these claimants, we may either lose our interest in such land or may be rendered unable to commence or continue development thereon. The failure to obtain good title to a particular plot of land may materially prejudice the success of any development for which that plot is a critical part and may require us to write- off expenditure in respect of the development.

We face various practical difficulties in verifying the title of a prospective seller or lessor of property, or a joint development partner. Multiple property registries exist, and verification of title is difficult. Indian law recognizes the ability of persons to effectuate a valid mortgage by the physical delivery of original title documents to a lender, without the requirement of registration. Adverse possession under Indian law also arises upon 12 years of unconcealed, continuous and uninterrupted occupation over specific property to the knowledge and against all rights of parties, including government entities (in which case the aforementioned 12 year period is replaced by a 30 year period) that are landowners, without the specific requirement of registration of ownership rights by the adverse possessor. In addition, Indian law recognizes the concept of a Hindu undivided family, whereby all family members jointly own land and must consent to its transfer,

including minor children, in the absence of whose consent a land transfer may be challenged by such non-consenting family member.

Some of our projects are executed through joint ventures in collaboration with third parties or by entering into joint development agreements where the title to land remains with the land owner during the term of the project. In some of these projects, the title to the land may be owned by one or more such third parties. In such instances, there can be no assurance that the persons with whom we have entered into joint ventures, collaboration agreements or joint development agreements, as the case may be, have clear title to such land and that there are no encumbrances on such land.

A lack of title insurance, coupled with difficulties in verifying title to land, may increase our exposure to third parties claiming title to the property. This could result in a delay in our selling the property or even a loss of title to the property, affect valuations of the property, or otherwise materially prejudice the development of the property which could in turn have a material and adverse effect on our business, financial condition or results of operations.

30. ***Our inability to procure contiguous parcels of land, on terms that are acceptable to us or at all, may affect our future development activities.***

We acquire parcels of land at various locations, over a period of time, for future development. These parcels of land are subsequently consolidated to form a contiguous landmass, upon which we undertake development. However, we may not be able to acquire such parcels of land, at all or on terms that are acceptable to us, which may affect our ability to consolidate parcels of land into a contiguous mass. Failure to acquire such parcels of land may cause delays or force us to abandon or modify the planned development of the land, which in turn may result in a failure by us to realize the value of our investment in acquiring such parcels of land. Accordingly, our inability to acquire contiguous parcels of land may adversely affect our business, financial condition and results of operations. In the event we are not successful in acquiring these lands, this could cause us to change, delay or abandon entire projects, which in turn could cause our business to suffer.

31. ***Our revenues are dependent on various factors and are therefore difficult to predict and can vary significantly from period to period, which could cause the price of the Equity Shares to fluctuate.***

Under our existing business model, revenues in our real estate development business are derived primarily from the sale of commercial and residential developments, the leasing of commercial developments, retail developments and hospitality developments. While rental income can be relatively stable, revenues from sale of properties are dependent on various factors such as the size of our developments, the price at which such developments are sold, the extent to which they qualify for percentage of completion treatment under our revenue recognition policies, rights of lessors or third parties that could impair our ability to sell properties and general market conditions including those caused by the current global financial crisis.

The completion dates for our projects are estimates based on current expectations, market demands and management estimates and could change. Any changes in the construction schedule could affect revenue recognition in our financial statements. These factors may result in significant variations in our revenues and profits. Therefore, we believe that period-to-period comparisons of our results of operations are not necessarily meaningful and should not be relied upon as indicative of its future performance.

32. ***We enter into MoUs, agreements to sell and similar agreements with land owners to acquire land, interests in land (including acquisitions of land and interests in land through investment in***

entities) or to enter into joint development agreements and we may not recover payments made with respect to such land.

We enter into MoUs, agreements to sell and similar agreements with land owners to acquire lands or interest in the lands (including acquisitions of land and interests in land through investment in entities) or to enter into joint development agreements in the future. We also make partial payments to such land owners or entities and upon the successful completion of due diligence investigations we pay the remaining amount. We intend to acquire 217.19 acres for our Ongoing Projects, Projects Under Development, Forthcoming Projects and Land Bank, which constitutes approximately 21.93% of our Land Reserves. Pursuant to these agreements, we have paid approximately Rs. 2,365.32 million and are required to pay a further sum of Rs. 1,574.81 million under such agreements. For further details, see "Our Land Reserves" on page 134. Our inability to acquire such land or land development rights, or our failure to recover any payments made by us with respect to such land, may adversely affect our business, financial condition and results of operation.

33. ***Some of the properties on which we are developing projects are the subject matter of litigation to which we are not a party.***

It has come to our notice that some of the properties on which we are developing projects, such as, *Hilton, Forum Thomsun Mall, Prestige Silver Oak, Prestige Dynasty, Forum Vijaya Mall* and *Prestige Polygon* are the subject matter of litigation to which we are not a party. We may not be able to predict the impact of such litigation on us or our projects. The details of our Company's interest in these properties as well as those of the litigation that they are involved in are as below:

Name of the Project	Interest of the Company in the Project land
Hilton	The Company is the owner of the property.
Forum Thomsun Mall	Pursuant to an agreement dated April 17, 2008 amongst CapitaRetail Cochin, our Company, Thomsun Realtors Private Limited and individual promoters of Thomsun, we have acquired 0.002% shareholding in Thomsun Realtors Private Limited. We also have the right to an increased stake upto 25% in Thomsun Realtors Private Limited upon fulfillment of certain capital commitments specified in the aforementioned agreement.
Prestige Silver Oak	The Company has entered into three sale deeds dated February 3, 2010 with Suresh Vallabji Vora with Wildflower Estates and Resorts Private Limited as confirming party
Prestige Dynasty	The Company has sole development rights in respect of the Project Land from T. Ramachandra, the owner, by way of agreements dated December 12, 2005 and December 15, 2004.
Forum Vijaya Mall	Pursuant to an agreement dated May 26, 2006 between our Company and Vijaya Productions Private Limited, our Company has agreed to invest an amount of Rs. 1,150,000,000 in Vijaya Productions Private Limited. Upon our Company infusing such amount, our Company will be allotted such number of shares so as to make our Company a 50.00% shareholder of Vijaya Productions Private Limited.
Prestige Polygon	Prestige Construction Ventures Private Limited, is a Subsidiary of our Company wherein our Company holds 60.00% of the equity share capital.

34. ***Our growth may require additional capital, which may not be available on terms acceptable to us.***

We expect to finance our growth through equity issuances, including through the Net Proceeds of this Issue, as well as through debt financings. We may not be successful in obtaining additional funds in a timely manner, on favorable terms or at all. In addition, the availability of borrowed funds for our business may be greatly reduced, and the lenders may require us to invest increased amounts of equity in a project in connection with both new loans and the extension of facilities

under existing loans. If we do not have access to additional capital, we may be required to delay, scale back or abandon some or all of our acquisition plans or growth strategies or reduce capital expenditures and the size of our operations.

35. ***Delays in the completion of our Ongoing Projects, Projects Under Development and Forthcoming Projects or complying with our construction contract schedules could result in cost over-runs.***

Property developments typically require substantial capital outlay during the construction period which may take an extended period of time to complete, and before a potential return can be generated. The time and costs required to complete a property development may be subject to substantial increases due to many factors, including shortages of, or price increases with respect to, construction materials (which may prove defective), equipment, technical skills and labor, acquisition of land, construction delays, unanticipated cost increases, changes in the regulatory environment, adverse weather conditions, third party performance risks, environmental risks, changes in market conditions, delays in obtaining the requisite approvals and permits from the relevant authorities and other unforeseeable problems and circumstances. Any of these factors may lead to delays in, or prevent the completion of a project and result in costs substantially exceeding those originally budgeted for. The cost overruns may not be adequately compensated by contractual indemnities, which may affect our financial condition and results of operations. There are no insurance policies available in India that cover cost overrun risk. In addition, any delays in completing our projects as scheduled could result in dissatisfaction among our customers, resulting in negative publicity and lack of confidence among future buyers for our projects. Additionally, we may not achieve the economic benefits expected of such projects. In the event there are any delays in the completion of such projects, our relevant approvals and leases may be terminated.

Furthermore, there is a lag between the time we acquire land and/or development rights and the time that we can construct and develop such project and sell our inventories. The actual timing of the completion of a project may be different from its forecasted schedule. Given that the real estate market both for land and developed properties is relatively illiquid, there may be high transaction costs as well as little or insufficient demand for land or developed properties at the expected rental or sale price, as the case may be, which may limit our ability to respond promptly to market events, such as changes in the prices of the raw materials we utilize in our projects. Further, our profitability could be materially and adversely affected if we purchase land at high prices and we have to sell or lease our developed projects during weaker economic periods at prices lower than those estimated originally. The risk of owning undeveloped land and unsold inventories can be substantial and the market value of the same can fluctuate significantly as a result of changing economic and market conditions.

36. ***The success of our residential, commercial, hospitality and retail real estate development businesses is dependent on our ability to anticipate and respond to consumer requirements.***

The growth of the Indian economy has led to changes in the way businesses operate in India and the growing disposable income of India's middle and upper income classes has led to a change in lifestyle, resulting in a substantial change in the nature of their demands. Increasingly, consumers are seeking better housing and better amenities in new residential developments. The growth and success of our commercial business depends on the provision of high quality office space to attract and retain clients and on our ability to anticipate the future needs and expansion plans of these clients. In our retail business, the increase in disposable incomes, demographic changes, the change in perception of branded products and the entry of international players has led to a greater demand for access to luxury brands. The growth and success of our retail business therefore depends on

being able to achieve the right mix of tenants in our malls to attract more customers to the outlets which lease retail space from us. The increase of disposable income and change in lifestyle has also led to an increased proportion of income being spent on tourism and travel. The growth and success of our hospitality business is therefore dependant on our ability to identify suitable hospitality projects in high-tourism locations, partner with the right operator for the management of that hotel and ensure that, in conjunction with the operator, we deliver acceptable standards of hospitality and service.

Given the current global economic crisis, we face an increasing pressure to service our customers commensurate to their expectations at attractive prices, which may not be profitable to us. Accordingly, our inability to meet our customers' preferences or our failure to anticipate and respond to customer needs accordingly could materially and adversely affect our business and results of operations. If we fail to anticipate and respond to consumer requirements, we could lose potential clients to competitors, which in turn could materially and adversely affect our business and prospects.

37. ***Our business and financial condition will suffer if we are unable to renew our commercial, retail and hospitality leases on favorable terms.***

We receive rental income from the lease of commercial, retail and hospitality projects. In the three month period ended June 30, 2010, our rental income was Rs. 459.44 million, which constituted 14.85% of our total income. When our leases expire, our tenants may not renew or may renew on terms less favorable to us than the terms of their original leases. In some cases, we also enter into long term agreements with anchor tenants for periods up to 15 years. Our ability to enter into such long term arrangements is largely dependent on pricing policy. If a tenant vacates a property, we can expect to experience a vacancy for some period of time, as well as incur higher leasing costs, than if a tenant renews in a timely manner. We have in certain cases also entered into agreements to commit tenants to the lease of commercial space in certain of our Ongoing Projects and Projects Under Development prior to the completion of these developments. Our financial performance could be adversely affected if such prospective tenants fail to take up space and execute formal lease agreements.

38. ***Increased raw material costs may adversely affect our results of operations.***

Our business is affected by the availability, cost and quality of the raw materials. Our principal raw materials include steel and cement. The prices and supply of these and other raw materials depend on factors not under our control, including general economic conditions, competition, production levels, transportation costs and import duties. While there has been a significant decrease in the cost of raw materials in the last few months, this trend may not continue and we cannot assure you that we shall be able to procure quality raw material at competitive prices or at all which may adversely affect our business.

39. ***We are dependent on our suppliers for adequate and timely supply of key raw materials at competitive rates and have not entered into any long term supply contracts with our suppliers.***

In our business, timely procurement of raw materials such as steel and cement, the quality of the material and the price at which it is procured, plays an important role in the successful execution of any project. We typically execute purchase orders on a spot basis with our suppliers for each project and have not entered into any long-term supply contracts with our suppliers. Accordingly, we cannot assure you that we would be able to procure raw materials in a timely manner and at competitive prices or that we will not be affected in the event of any short fall of supply since we

do not have any definitive arrangements with our suppliers, which may adversely affect to our business. If, for any reason, our primary suppliers of raw materials curtail or discontinue their delivery of such materials to us in the quantities we need and at prices that are competitive, our reputation and ability to meet our material requirements for our projects could be impaired, our construction schedules could be disrupted and our business could suffer.

40. ***We depend on various sub-contractors or specialist agencies to construct and develop our projects.***

We primarily rely on third parties for the implementation of our projects and generally enter into several arrangements with third parties. Accordingly, the timing and quality of construction of our properties depends on the availability and skill of those sub-contractors. During the construction phase of one of our projects an accident occurred damaging the building and causing three casualties among the contract workers. Part of the building under construction by one of our contractors had to be rebuilt after the accident. Although we believe that our relationships with third party subcontractors are cordial, we cannot assure you that skilled subcontractors will continue to be available at reasonable rates and in the areas in which we conduct our operations.

41. ***Our business is subject to extensive regulation by the Government of India, state governments and local authorities with which we may not comply with, and which may require more time and cost to comply with.***

The real estate industry in India is heavily regulated by the Government of India, state governments and local authorities. Property developers need to comply with a number of requirements mandated by Indian laws and regulations, including policies and procedures established by local authorities such as requirement of transaction documents, payment of stamp duty, registration of property documents, purchase of property for benefits of others. There are also various land ceiling legislations that regulate the amount of land that can be held under single ownership. We may have to revise our strategies and plans to be able to adapt to new laws, regulations or policies that may come into effect from time to time with respect to the real estate sector. Although we believe that our projects are in compliance with applicable laws and regulations, there could be instances of non-compliance, which may subject us to regulatory action in the future, including penalties, seizure of land and other legal proceedings. Further, due to the possibility of unanticipated regulatory developments, the amount and timing of future expenditure to comply with these regulatory requirements may vary substantially from those currently in effect.

42. ***Our hospitality business is subject to a number of risks and therefore we may not be successful in our hotel business.***

We are currently in the process of developing four hotels and two serviced apartment blocks, which we will own but will be operated and managed by national and international hotel operators. We do not yet have definitive arrangements in place for one serviced apartment development. We do not have extensive experience in this business and rely on the operators to manage our hospitality projects. We may not be able to compete effectively with established and new competitors in this business. Our success in the development of hotels, resorts and serviced accommodation will depend on our ability to forecast and respond to demand in an industry in which we have limited experience and we therefore depend on our operators. In addition, the performance of the hotel industry is also closely linked with the performance of the general economy and any economic downturn would affect our business.

The success of the hospitality business is also subject to our ability to successfully partner with management companies to operate the hotels, resorts and serviced accommodation profitably and obtaining all requisite statutory approvals. We have currently entered into agreements with Marriott, Hilton International Co., Starwood Asia Pacific Hotels and Resorts Pte Ltd., India Branch, Oakwood Management Services India Private Limited and Banyan Tree Hotels and Resorts Private Limited (collectively the "**Operators**") to operate and manage our hotels. Under these arrangements, we are required to develop the hospitality properties while our Operators operate and manage the hotels, resorts and serviced apartments, in return for a stipulated management fee.

The success of this business depends on our ability to develop hotels at appropriate locations and to successfully operate these hotels, resorts or serviced apartments. In addition, the role of our Operators is critical to the uninterrupted operations of these hospitality projects. If our hospitality partners fail to meet their obligations, experience financial or other difficulties or suffer a decline in reputation, the projects may suffer and as a result our business and results of operations may be materially and adversely affected. In addition, in the event that these arrangements with our Operators are not successful, our reputation as a hospitality partner for future projects may be materially and adversely affected.

In the event that we are able to and do replace any of our hotel operators, we may experience significant disruptions at the affected hotels, which may adversely affect our business, results of operations and financial condition.

43. ***We are required to obtain, renew and maintain statutory and regulatory permits, licenses and approvals for execution of our projects and our operations from time to time. Any delay or inability to obtain such approvals may have an adverse impact on our business.***

We require certain statutory and regulatory permits, licenses and approvals (including approvals related to the conversion of agricultural land to non-agricultural land in certain cases) to execute our projects and operate our business. Further, applications need to be made at appropriate stages for such approvals. Additionally, we require completion certificates to be delivered to us upon completion of a project or a phase of the project. While, we have applied for a few of these approvals and permits, we cannot assure you that we will receive these approvals on time or at all in relation to execution of our projects. Further, in the future we will be required to apply for fresh approvals and permits for our projects. While we believe we will be able to obtain such approvals or permits at such times as may be required, there can be no assurance that the relevant authorities will issue any of such permits or approvals in the time frames anticipated by us or at all.

Further, in relation to our Ongoing Projects and Projects under Development, we make applications for renewals in relation to certain approvals or licenses that have expired but have not yet received these approvals or licenses. If we fail to obtain the necessary approvals and permits or if there is any delay in obtaining these approvals and permits, it may disrupt the schedule of development and sale or letting of our projects, impede the execution of our business plans and may materially and adversely affect our business and financial condition.

44. ***We are dependent on our Directors and senior management team and the loss of key members or failure to attract skilled personnel may adversely affect our business.***

We believe we have a team of professionals to effectively oversee the operations and growth of our business. Our success is substantially dependent on the expertise and services of our Directors, and led by our Chairman and Managing Director, Irfan Razack, as well as our other Joint-Managing Director, Rezwan Razack, and our senior management team. These Directors provide expertise

which enables us to make well informed decisions in relation to our business and our future prospects. We cannot assure you that we will be able to retain any or all of the key members of our management. The loss of the services of such key members of our management team could have a material adverse effect on our business and the results of our operations.

Further, our ability to maintain our leadership position in the real estate development sector depends on our ability to attract, train, motivate, and retain highly skilled personnel. In the event we are unable to do so, it could have an adverse effect on our business and results of operations.

45. ***We conduct due diligence and assessment exercises prior to undertaking a project, but may not be able to assess or identify certain risks and liabilities.***

Prior to undertaking a project, we conduct due diligence and assessment exercises in relation to land, and assess the financial viability of the project. Due to the nature of industry in which we operate, certain potential risks and liabilities may not come to our notice while conducting such exercises, such as title defects and suitability of the land for the proposed development. In addition, we may not correctly estimate the cost of the project when budgeting for the project. Consequently, we may face unexpected liabilities and such unexpected liabilities may materially and adversely affect our financial condition and results of operations.

46. ***Our ability to pay dividends in the future may be effected by any material adverse effect on our future earnings, financial condition or cash flows.***

Our ability to pay dividends in future will depend on the earnings, financial condition and capital requirements and that of our Subsidiaries and the dividends they distribute to us. Our business is capital intensive and we may make additional capital expenditure to complete various real estate projects. Our ability to pay dividends is also restricted under certain financing arrangements. We may be unable to pay dividends in the near or medium term, and our future dividend policy will depend on our capital requirements and financing arrangements in respect of our projects, financial condition and results of operations.

47. ***The statements contained in this Red Herring Prospectus with regard to our Ongoing Projects, Projects Under Development and Forthcoming Projects and the area expressed to be covered by our projects are based on management estimates and may be subject to change. In addition, industry statistical and financial data contained in this Red Herring Prospectus may be incomplete or unreliable.***

The Developable Area, Saleable Area, Leaseable Area and general composition of our land presented herein with regard to Ongoing Projects, Projects Under Development and Forthcoming Projects, are based on management estimates. The square footage that we may develop in the future with regards to a particular property may differ from what is presented herein based on various factors such as prevailing market conditions, title defects, an inability to obtain the required regulatory approvals, and a change in the development norms (such as FSI or zoning) or our understanding of what such development norms are. Moreover, title defects may prevent us from having valid rights enforceable against all third parties to lands over which we believe we hold interests or development rights, rendering our management's estimates of the area and make-up of our land incorrect and subject to uncertainty.

We have also not independently verified data from government and industry publications and other sources contained herein and therefore cannot assure you that they are complete or reliable. Such data may also be produced on a different basis from comparable information compiled with regards

to other countries. Therefore, discussions of matters relating to India, its economy or our industry are subject to the statistical and other data upon which such discussions are based, and may not being verified by us and may be incomplete or unreliable.

48. ***Some of the agreements with landowners and with our customers require us to pay a penalty in the event of delays in completion and handover of projects to them.***

We enter into agreements with landowners whereby we undertake to develop lands owned by them, as well as with our customers, which require us to complete the development of the project by a certain date stipulated in such agreements. Some of these agreements include penalty clauses in terms of which we are liable to pay penalties to the owners/customers as the case may be, for any delay in the completion of the undertaken property development. We cannot assure you that we will always complete the construction or development of our properties in accordance with the timelines specified in such agreements, and as a result we may be liable for penalties in terms of such agreements. We have experienced delays in the completion and handover of developments in the past. Continued delays in the completion of the construction of our projects will adversely affect our reputation. Further, such penalties payable by us will have an adverse effect on our financial condition and results of operations.

49. ***We may not be successful in identifying suitable parcels of lands for our development activities, build or develop saleable properties or anticipate and respond to customer demand in a timely manner.***

Our ability to identify suitable parcels of land is fundamental to our business and involves certain risks such as identifying and acquiring appropriate land parcels in appropriate locations, and meeting the demands and expectations of our customers. Our decision to acquire land and undertake a project involves an assessment of the size and location of the land, the preferences of potential customers, the economic potential of the region, the proximity of the land to civic amenities and urban infrastructure, the willingness of landowners to sell the land to us on terms which are commercially acceptable to us, the ability to enter into an agreement to buy land from multiple owners, the availability and cost of financing such acquisitions, the existence of encumbrances, government directives on land use, and the ability to obtain permits and approvals for land acquisition and development.

Any failure to identify suitable projects, build or develop saleable properties or anticipate and respond to customer demand in a timely manner, or any failure to acquire suitable land may cause us to change, delay or abandon entire projects, which in turn could materially and adversely affect our competitive position, business, financial condition and results of operation. We also cannot assure you that we will undertake the development of projects on all properties which we have acquired or in which we have acquired an interest.

50. ***We may not be able to obtain the requisite approvals and consents in relation to our Ongoing Projects, Projects Under Development and Forthcoming Projects in time or at all.***

We have various projects which are in various stages of development and we are in the process of making the applications to regulatory authorities in connection with the development of these projects. The proposed use and development plans for these properties may be subject to further changes, as we may determine are necessary in light of various factors such as prevailing economic conditions, preferences of our customers and laws and regulations applicable to us from time to time.

There can be no assurance that the consents or other approvals required from third parties, which include central, state and local governmental bodies, in connection with the construction and development of these projects will be issued or granted to us in a timely manner or at all. It is possible that some projects will be located in areas that will require significant infrastructure support, including roads, electrical power, telecommunications, water and waste treatment. We may be dependent on third parties, including local authorities, to provide such services. Any delay or failure by any third party to provide such additional services or a failure to obtain any required consents and approvals on acceptable terms or in a timely manner may affect our ability to execute or complete existing and/or new development projects.

51. ***We may not be successful in expanding our real estate business into new geographical areas and markets in which we do not have significant experience.***

We continue to expand our business, outside of our traditional geographic focus, to new areas such as Mangalore, Mysore, Hyderabad, Chennai, Goa and Cochin. We face risks with projects in geographic areas in which we do not possess the same level of familiarity with the development, ownership and management of properties, including adjusting our construction methods to different geographies; establishing good relations with the local landowners and joint venture partners; obtaining the necessary construction and raw materials and labor in sufficient amounts and on acceptable terms; obtaining necessary governmental approvals and the building permits under unfamiliar regulatory regimes; understanding the requirements of the local laws and market practice; attracting potential customers in a market in which we do not have significant experience; hiring new employees and acquiring infrastructure at reasonable cost; and competing with established local players familiar with these geographies. We may not be able to successfully manage the risks of such an expansion, which could have a material adverse effect on our revenues, earnings and financial condition.

52. ***Leasing our completed developments instead of selling them, and the securitization of our future rental receipts, could affect our cash flows and results of operations.***

In addition to the sale of completed residential and commercial developments, we generate revenue in our real estate development business by leasing completed developments of our commercial business, retail business and hospitality business. Leasing, as opposed to selling, completed developments reduces cash flows in the short term and increases the period over which cash is recovered from such projects. Further, our strategy of leasing certain properties is also subject to the prevailing rates applicable to rentals, risks arising from the fall of rental rates, recoverability of rent, market price of land and such other factors which may affect our operations.

In addition, we enter into arrangements with banks to securitize the revenue generated from the lease of our completed commercial, hospitality and retail developments, in terms of which the banks pay us a lump sum, in the form of a loan, at the time we lease the property, with all subsequent rentals from our tenants paid directly to the bank. If our tenants fail to make any rental payments, we are obligated to make the payment owed to the bank which could materially and adversely affect our cash flows and results of operations.

53. ***Certain lands developed in our commercial real estate business are on a leasehold basis for a certain period.***

In some cases in our commercial real estate business, we conduct development activities on land by entering into long term lease agreements with the owners of the land. After expiration of the lease period, we are required to return the land to the owners. We may not be able to recover the rent paid

to the landowners or the costs incurred for the construction on the land during the lease period. As of August 31, 2010, our Company holds leasehold rights in 33.17 acres or approximately 3.26 % of our Land Reserves, and have paid approximately Rs. 649.99 million under such agreements and are further required to pay Rs. 4.97 million. Further, certain of these lease agreements have a clause whereby the lease may be extended with the consent of both parties. In the event that the owners do not wish to renew the lease agreements, our business, financial condition and results of operations could be materially and adversely affected.

54. ***Our insurance policies provide limited coverage and we may not be insured against some business risks, potentially leaving us uninsured against some business risks.***

We maintain insurance on property and equipment in amounts believed to be consistent with industry practices and our insurance policies cover physical loss or damage to our property and equipment arising from a number of specified risks including burglary, fire, landslides and other perils. Notwithstanding the insurance coverage that we carry, we may not be fully insured against some business risks and the occurrence of an accident that causes losses in excess of limits specified under the relevant policy, or losses arising from events not covered by insurance policies, could materially and adversely affect our financial condition and results of operations.

Further, we have insurance for damage to our Ongoing Projects caused by fire and natural disasters, such as earthquakes. Although we believe we have industry standard insurance for Ongoing Projects, if a fire or natural disaster substantially damages or destroys some or all of our Ongoing Projects, the proceeds of any insurance claim may be insufficient to cover rebuilding costs as a result of inflation, changes in building regulations or environmental issues as well as other factors.

55. ***Certain of our rights as shareholders in Babji Realtors Private Limited, one of our Associates, may be difficult to enforce as against such Associate, owing to the fact that such rights have not been incorporated in the articles of association of Babji Realtors Private Limited***

Under the terms of our joint venture agreement with CapitaRetail Hyderabad Mall (Mauritius) Ltd, for investment in Babji Realtors Private Limited, one of our Associates, we are entitled to various shareholder and management rights. Such rights have not yet been incorporated in the articles of association of Babji Realtors Private Limited. Consequently, if any of our rights arising out of the joint venture are frustrated or disputed, our ability to efficaciously enforce our rights may be adversely affected.

56. ***The joint development agreement that we have entered into in relation to the development of Prestige Alecto, one of our Completed Projects, is not with the owner of the land.***

We have executed a joint development agreement for the development of *Prestige Alecto*, one of our Completed Projects, only with the leaseholder of the underlying land and not with the owner. In the event that the lessee commits a default under the lease agreement, or for any other reason the leasehold right of the leaseholder is terminated, we will be unable to acquire an interest in or derive benefits from the project.

57. ***Registered trademark over the name and logo "Prestige Group" in relation to certain goods in the nature of paper and printed material is held by our Promoter and members of our Promoter Group.***

We hold the registered trademark for the name and logo 'Prestige Group' for various classes of goods and services. However, the registered trademark for name and logo 'Prestige Group' in

relation to certain goods in the nature of paper and printed materials is held by our Promoter and members of our Promoter Group. The use of the trademark in relation to these classes of goods has been licensed to us by our Promoter and members of our Promoter Group in terms of the licensing agreement dated December 30, 2005 and March 28, 2008 respectively for a one time fixed consideration of Rs. 10,000. In the event that the licensing agreement is terminated, we may have to discontinue the use of the name and logo 'Prestige Group'. For details of licensing agreement see the chapter entitled "Business" on page 87.

58. ***We have entered into, and will continue to enter into, related party transactions.***

We have entered into transactions with several related parties, including our Promoters, Directors and Promoter Group entities. The transactions we have entered into and any future transactions with our related parties have involved or could potentially involve conflicts of interest. For more information regarding our related party transactions, see "Related Party Transactions" on page 266.

59. ***Some of our agreements may have certain irregularities and some of our land may be affected by such irregularities, as a result of which our operations may be impaired.***

Some of the agreements and some of the land for our projects, which are either owned by us or taken on lease or over which we have development rights, may have one or more irregularities such as improper execution of relevant documents, encumbrances created in favour of third parties that is not registered (due to which such encumbrances would not appear in the records maintained in this regard), unregistered or insufficiently stamped conveyance instruments in the property's chain of title, rights of adverse possessors, ownership claims of family members of prior owners, or other defects that we may not be aware of. In the event of any such irregularity, we may not be able to enforce our right over such properties in case of a dispute.

60. ***We may not be able to make adequate disclosures with regard to the utilization of a significant portion of the Net Proceeds.***

We intend to utilize a portion of the Net Proceeds of the Issue for general corporate purposes. While we do not anticipate that the percentage of the Net Proceeds which will be used for general corporate purposes will exceed 20% of the Net Proceeds of the Issue, we cannot assure you that this will not occur. In this regard, we will not be able to make adequate disclosure to inform investors of the utilization of funds for general corporate purposes. Further, our Board has not yet authorized any specific commitments or acts, with respect to utilization of the portion of the Net Proceeds of the Issue which will be used for the general corporate purposes.

61. ***Our business may suffer if we are unable to sustain the quality of our property management services.***

As part of our business, we provide property management services to our completed residential, commercial and retail developments. These services include, among others, security management, building maintenance and the operation of leisure facilities such as swimming pools and fitness centers. We believe that our property management services are an integral part of our business and are important to the successful marketing and promotion of our property developments. If owners of the projects that we have developed elect to discontinue the services provided by our property management subsidiary, our property management business would be adversely impacted, which in turn could adversely affect the attractiveness of our developments.

62. ***Any failure in our IT systems could adversely impact our business.***

Any delay in implementation or disruption of the functioning of our IT systems could disrupt our ability to track, record and analyze work in progress or causing loss of data and disruption to our operations, including an inability to assess the progress of our projects, process financial information or manage creditors/debtors or engage in normal business activities. This could have a material adverse effect on our business.

63. ***Some of our Subsidiaries are involved in certain legal proceedings***

Some of our Subsidiaries are involved in certain legal proceedings. The details of the legal proceedings pending against our Subsidiaries are as follows:

(Rs. in millions)

Subsidiary	Number and nature of suit	Monetary claim, if any
Downhills Holiday Resorts Private Limited	One tax proceeding	Nil
Pennar Hotels and Resorts Private Limited	One tax proceeding	Nil
Foothills Resorts Private Limited	One tax proceeding	Nil
Village De Nandi Private Limited	One tax proceeding	Nil
ICBI (India) Private Limited	One tax proceeding	Nil
West Palm Developments Private Limited	Three civil suits	Nil
Prestige Valley View Estates Private Limited	Sixteen civil suits	Nil

Our Company and its Subsidiaries have made payments under protest of amounts claimed against them in relation to all of their outstanding taxation litigations with the exception of the service tax appeal in S.T. No. 126/09. Consequently, there would have no monetary impact on our Company/our Subsidiaries in case of any adverse ruling in any of the said tax proceedings. We have classified an amount of 7.49 million claimed against us in relation to S.T. No. 126/09 as a contingent liability and not provided for the same. The same may adversely affect our results of operations in the event that it crystallizes.

For more information on discharge of any demanded amounts see "Outstanding Litigation and Material Developments" on page 424.

64. ***Civil litigation against our Associate Companies.***

Some of our Associate Companies are involved in certain legal proceedings. The details of the legal proceedings pending against our Associate Companies are as follows:

(Rs. in millions)

Associate Company	Number and nature of suit	Monetary claim, if any
Prestige Garden Constructions Private Limited	One civil suit	Nil
Cessna Garden Developers Private Limited	Two civil suits and one tax proceeding	Nil
Prestige Notting Hill Investments	One civil suit	Nil
Silverline Estates	Three civil suits	2.96

Prestige Amusements Private Limited	One civil suit and one legal notice	Nil
City Properties Maintenance Company Bangalore Limited	One civil suit and one legal notice	Nil

65. ***Our Group Entities are involved in certain legal proceedings. The details of the legal proceedings against our Group Entities are as follows:***

(Rs. in millions)

Group Entity	Number and Nature of Suits	Monetary claim, if any
PHR Developers	One civil suit	388.87
Castlewood Investments	One civil suit	Nil
Prestige Constructions	Four civil suits	1.94
Colonial Estates	Two civil suits	Nil
Fifth Avenue	Two tax proceedings	Nil

There would be no monetary impact on our Company/our Subsidiaries in case of any adverse ruling in any tax proceeding. For more information on discharge of any demanded amounts see "Outstanding Litigation and Material Developments" on page 424.

66. ***We are subject to certain restrictions in relation to the land allotted to us by the Karnataka Industrial Areas Development Board.***

Two of our Subsidiaries have been allotted lands by the KIADB, pursuant to various allotment letters dated April 11, 2008, November 28, 2007, August 22, 2006 and January 4, 2007 respectively and lease cum sale agreements dated January 2, 2008, March 14, 2007, June 4, 2009 and January 7, 2007 respectively, for an aggregate of approximately 30.06 acres of land in the Sarjapur-Marathalli area of Bangalore for the exclusive development of knowledge parks or business process outsource units. In terms of the said agreements we are prohibited from transferring 49% of the interest in the land. Further, in the event that we are not able to carry out such development for which purpose the allotments were made, the lease may be withdrawn. Upon completion of the initial period of the lease (ranging between six to eleven years) and upon the satisfaction of the terms of allotment letters and lease cum sale agreements, we may purchase such land. As of August 31, 2010, we had paid a total of Rs. 565.77 million towards these lands and are not required to pay any additional amounts towards these lands.

In addition, the lease agreement and the allotment letter relating to the land allotted by KIADB contains certain revocation clauses. In the event that we are not able to pursue developments on such land, the lease and the allotment of land to us may be withdrawn. Moreover, the KIADB has the right to re-enter and take the possession of these lands in the event that such land is not used for purpose for which it has been leased or allotted.

External Risks

Risks Relating to India

1. ***The market value of an investor's investment may fluctuate due to the volatility of the Indian securities markets.***

Stock exchanges in India have in the past experienced substantial fluctuations in the prices of listed securities. The SENSEX, BSE's benchmark index, reduced by more than 50%, representing approximately 10,700 points, in the calendar year 2008 and subsequently increased by more than

75%, representing approximately 7,561 points in the calendar 2009. The stock exchanges in India, in line with global developments, have witnessed substantial volatility in 2008 and 2009. The year to date percentage increase in SENSEX as of September 3, 2010 stood at 3.77%, as compared to a decrease of 1.29% for Dow Jones Industrial Average, a decrease of 3.90% for Hang Seng Index, and an increase of 3.73% for Strait Times Index (Singapore). However, as of September 3, 2010, 200 day volatility of the SENSEX as per Bloomberg data stood at a comparable figure of 16.15 relative to 17.54 for Dow Jones Industrial Average, 19.74 for the Hang Seng Index and 14.15 for Strait Times Index (Singapore).

The Indian Stock Exchanges have experienced temporary exchange closures, broker defaults, settlement delays and strikes by brokerage firm employees. In addition, the governing bodies of the Indian stock exchanges have from time to time imposed restrictions on trading in certain securities, limitations on price movements and margin requirements. Furthermore, from time to time, disputes have occurred between listed companies and stock exchanges and other regulatory bodies, which in some cases may have had a negative effect on market sentiment.

2. ***Compliance with, and changes in, environmental, health and safety and labor laws and regulations may materially and adversely affect the development of our projects and our financial condition and results of operations.***

We are subject to environmental, health and safety regulations in the ordinary course of our business, including governmental inspections, licenses and approvals of our project plans and projects prior to and during construction.

We are required to conduct an environmental assessment for most of our projects before receiving regulatory approval. If environmental problems arise during or after the commencement of construction of a project or if the government authorities amend and impose more stringent regulations, we will have to be in full compliance with applicable regulatory requirements at all times. We may need to incur additional expenses to comply with such new regulations or undertake remedial measures which may increase the cost of the development of the property. Further, we are subject to various labor laws and regulations governing our relationship with our employees and other contractors, including in relation to minimum wages, working hours, overtime, working conditions, hiring and terminating employees, contract labor and work permits.

We cannot assure you that we will be in compliance with current and future environmental, health and safety, and labor laws and regulations at all times, and any potential liabilities arising from any failure to comply therewith will materially and adversely affect our business, financial condition and results of operations.

3. ***Our operations and our work force are exposed to various hazards and we are exposed to risks arising from construction related activities that could result in material liabilities, increased expenses and diminished revenues.***

There are certain unanticipated or unforeseen risks that may arise in the course of property development due to adverse weather and geological conditions such as storm, hurricane, lightning, flood, landslide and earthquake. Additionally, our operations are subject to hazards inherent in providing architectural and construction services, such as risk of equipment failure, impact from falling objects, collision, work accidents, fire or explosion, including hazards that may cause injury and loss of life, severe damage to and destruction of property and equipment, and environmental damage. Any such risk could result in exposing us to material liabilities, increase our expenses,

adversely affect our reputation and may result in a decline in our revenues. We cannot assure that we may be able to prevent any such incidents in the future.

4. ***If we are unable to manage our growth strategy effectively, our business and financial results may be adversely affected.***

Our business strategy includes the development of commercial, residential, hospitality and retail real estate developments in and around Bangalore and in select new geographic markets across India; pursuant to this strategy, we currently have 32 Ongoing Projects, 13 Projects Under Development and nine Forthcoming Projects. As we grow and diversify, we may not be able to execute our projects efficiently on such increased scale, which could result in delays, increased costs and diminished quality, each adversely affecting our reputation. This future growth may strain our managerial, operational, financial and other resources. If we are unable to manage our growth strategy effectively, our business, financial condition and results of operations may be adversely affected. As the development of each real estate project presents unique challenges and risks to implementation, we cannot provide you any assurance that by operating nationally, and by undertaking more diverse projects, that our future real estate developments will not encounter delays or be unsuccessful. We similarly cannot assure you that we will be able, in carrying out our growth strategy, to complete our current and future development projects successfully or on time, acquire additional suitable land for development, or develop new projects on such land in the future.

5. ***Land is subject to compulsory acquisition by the government and compensation in lieu of such acquisition may be inadequate.***

The right to own property in India is subject to restrictions that may be imposed by the government. In particular, the government under the provisions of the Land Acquisition Act, 1894 has the right to compulsorily acquire any land if such acquisition is for a "public purpose", after making payment of compensation to the owner. However, the compensation paid pursuant to such acquisition may not be adequate to compensate the owner for the loss of such property. The likelihood of such actions may increase as the central and state governments seek to acquire land for the development of infrastructure projects such as roads, railways, airports and townships. Any such action in respect of any of the projects in which we are investing or may invest in the future may adversely affect our business, financial condition or results of operations.

6. ***Our rights in respect of land in which we have title or hold development rights may be compromised.***

Our rights in respect of these lands may be compromised by improper execution of relevant documents, encumbrances created in favor of third parties that is not registered (due to which such encumbrances would not appear in the records maintained in this regard), the absence of conveyance by all right holders, rights of adverse possessors, ownership claims of family members of prior owners, or other defects that we may not be aware of. Thus, we may not be able to assess or identify all the relevant risks and liabilities associated with defects or irregularities of title. Any acquisition made by us in reliance on our assessment of such information, or the assessment of such information by a third party, is subject to risks and potential liabilities arising from the inaccuracy or incompleteness of such information. If such information later proves to be inaccurate, any defects or irregularities of title may result in our loss of title or rights over land, and the cancellation of our development plans in respect of such land. Any inability to identify defects or irregularities of title, and any inability to correct any such defects or irregularities of title, on lands that we plan

to develop may have a material and adverse effect on our business, financial condition and results of operations.

7. ***Restrictions on foreign investment in the real estate sector may hamper our ability to raise additional capital*.**

Circular 1 of 2010 issued by the Ministry of Commerce and Industry, Government of India, imposes certain conditions on investment in real estate sector in India. It permits foreign direct investment of up to 100% subject to the project fulfilling certain specified conditions. The circular, however, is subject to differing interpretations. For example, foreign direct investment is subject to the condition that for joint ventures with Indian partners the minimum capitalisation should be USD 5 million. However, there is some ambiguity on what is meant by 'minimum capitalisation'. In addition, although the circular stipulates that funds have to be brought in within six months of commencement of business of the Company, the term 'commencement of business of the Company' has not been defined or explained and may also be subject to differing interpretations.

There can be no assurance as to the position the Government of India will take in interpreting the provisions of the circular. Further, while the Government of India has permitted FDI of up to 100% without prior regulatory approval in townships, housing, built-up infrastructure and construction and development projects, the same is subjects such investment to certain restrictions. Our Company's inability to raise additional capital as a result of these and other restrictions may adversely affect the business and prospects of our Company.

Further, under the foreign exchange regulations currently in force in India, transfers of shares between nonresidents and residents are freely permitted (subject to certain restrictions) if they comply with the pricing guidelines and reporting requirements specified by the RBI. If the transfer of shares is not in compliance with such pricing guidelines or reporting requirements or fall under any of the exceptions referred to above, then the prior approval of the RBI will be required. Additionally, shareholders who seek to convert the Rupee proceeds from a sale of shares in India into foreign currency and repatriate that foreign currency from India will require a no objection/ tax clearance certificate from the income tax authority. We cannot assure investors that any required approval from the RBI or any other Government agency can be obtained on any particular terms or at all.

8. ***India has stringent labor legislation that protects the interests of workers, and if our employees unionize, we may be subject to industrial unrest, slowdowns and increased wage costs.***

India has stringent labor legislation that protects the interests of workers, including legislation that sets forth detailed procedures for the establishment of unions, dispute resolution and employee removal and legislation that imposes certain financial obligations on employers upon retrenchment. Although our employees are not currently unionized, there can be no assurance that they will not unionize in the future. If our employees unionize, it may become difficult for us to maintain flexible labor policies, and our business may be adversely affected.

9. ***We may be subject to certain State land ceiling laws which restrict our ability to purchase land for development.***

Certain States in south India have imposed certain statutory restrictions on the maximum land area that may be held by any one legal entity in the said State. In the event that we decide to expand our business operations into such states where these laws are applicable, we will have to comply with these laws. Further, if a court of competent jurisdiction adjudicates that we are in violation of

applicable land ceiling laws, our property rights, including those held through our various Subsidiaries and other entities may be compulsorily acquired by the concerned state government, which may have a material adverse effect on our business, financial condition and future plans.

10. ***There may be less information available about the companies listed on the Indian securities markets compared with information that would be available if we were listed on securities markets in developed countries.***

There may be differences between the level of regulation and monitoring of the Indian securities markets and the activities of investors, brokers and other participants and that of the markets in the United States and other more developed countries. SEBI is responsible for approving and improving disclosure and other regulatory standards for the Indian securities markets. SEBI has issued regulations and guidelines on disclosure requirements, insider trading and other matters. There may, however, be less publicly available information about companies listed on an Indian stock exchange compared with information that would be available if that company was listed on a securities market in a developed country

11. ***Political instability or a change in economic liberalization and deregulation policies could seriously harm business and economic conditions in India generally and our business in particular.***

The Government of India has traditionally exercised and continues to exercise influence over many aspects of the economy. Our business and the market price and liquidity of its Equity Shares may be affected by interest rates, changes in government policy, taxation, social and civil unrest and other political, economic or other developments in or affecting India. The Government of India has in recent years sought to implement economic reforms and the current government has implemented policies and undertaken initiatives that continue the economic liberalization policies pursued by previous governments. There can be no assurance that liberalization policies will continue in the future. The rate of economic liberalization could change, and specific laws and policies affecting power or real estate sector, foreign investment and other matters affecting investment in our securities could change as well. The newly elected government may announce new policies or withdraw existing benefits, which may be applicable to our sector. Any significant change in such policies could adversely affect business and economic conditions in India, generally, and our results of operations and financial condition, in particular.

12. ***Natural calamities could have a negative impact on the Indian economy which may have an adverse affect on our business and results of operations.***

India has experienced floods, earthquakes, tsunamis, cyclones and droughts in recent years. Such natural catastrophes could disrupt our operations. For example in December 2004, Southeast Asia, including the eastern coast of India, experienced a tsunami and in October 2005, the State of Jammu and Kashmir experienced an earthquake, both of which caused significant loss of life and property damage. We cannot assure the prospective investors that such events will not occur in the future or that our results of operations and financial condition will not be adversely affected.

13. ***Work stoppages and other labor problems could adversely affect our business.***

We operate in a labor-intensive industry and our contractors hire casual labor in relation to specific projects. If we are unable to negotiate with the workmen or the contractors, it could result in work stoppages or increased operating costs as a result of higher than anticipated wages or benefits. In addition, we may not be able to procure required casual labor for our existing or future projects.

These factors could adversely affect our business, financial position, results of operations and cash flows.

14. ***Terrorist attacks, civil disturbances, regional conflicts and other acts of violence in India and abroad may disrupt or otherwise adversely affect our business and its profitability.***

Certain events that are beyond our control, such as terrorist attacks and other acts of violence or war, including those involving India, the United Kingdom, the United States or other countries, may adversely affect worldwide financial markets and could potentially lead to a severe economic recession, which could adversely affect our business, results of operations, financial condition and cash flows, and more generally, any of these events could lower confidence in India's economy. Southern Asia has, from time to time, experienced instances of civil unrest and political tensions and hostilities among neighboring countries, including India, Pakistan and China. India witnessed a major terrorist attack in Mumbai on November 26, 2008, which led to an escalation of political tensions between India and Pakistan. Political tensions could create a perception that there is a risk of disruption of services provided by India-based companies, which could have an adverse effect on our business, future financial performance and price of the Shares. Furthermore, if India were to become engaged in armed hostilities, particularly hostilities that are protracted or involve the threat or use of nuclear weapons, our operations might be significantly affected.

India has from time to time experienced social and civil unrest and hostilities, including riots, regional conflicts and other acts of violence. Events of this nature in the future could have a material adverse effect on our ability to develop its business. As a result, our business, results of operations and financial condition may be adversely affected.

15. ***Significant differences exist between Indian GAAP and other accounting principles, such as US GAAP and IFRS, which may be material to investors' assessments of our Company's financial condition. Our failure to successfully adopt IFRS required effective April 2011 could have a material adverse effect on our stock price.***

Our financial statements, including the financial statements provided in this Red Herring Prospectus, are prepared in accordance with Indian GAAP. We have not attempted to quantify the impact of IFRS or U.S. GAAP on the financial data included in this Red Herring Prospectus, nor do we provide a reconciliation of our financial statements to those of U.S. GAAP or IFRS. U.S. GAAP and IFRS differ in significant respects from Indian GAAP. For details, see "Presentation of Financial Industry and Market Data". Accordingly, the degree to which the Indian GAAP financial statements included in this Red Herring Prospectus will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting practices. Any reliance by persons not familiar with Indian accounting practices on the financial disclosures presented in this Red Herring Prospectus should accordingly be limited.

The Institute of Chartered Accountants of India, the accounting body that regulates the accounting firms in India, has announced a road map for the adoption of, and convergence with, the International Financial Reporting Standards, or IFRS, pursuant to which all public companies in India, such as our Company, will be required to prepare their annual and interim financial statements under IFRS beginning with fiscal periods commencing April 1, 2011. Because there is significant lack of clarity on the adoption of and convergence with IFRS and there is not yet a significant body of established practice on which to draw in forming judgments regarding its implementation and application, we have not determined with any degree of certainty the impact that such adoption will have on our financial reporting. There can be no assurance that our financial condition, results of operations, cash flows or changes in shareholders' equity will not appear

materially worse under IFRS than under Indian GAAP. As we transition to IFRS reporting, we may encounter difficulties in the ongoing process of implementing and enhancing our management information systems. Moreover, there is increasing competition for the small number of IFRS-experienced accounting personnel available as more Indian companies begin to prepare IFRS financial statements. There can be no assurance that our adoption of IFRS will not adversely affect our reported results of operations or financial condition and any failure to successfully adopt IFRS by April 2011 could have a material adverse effect on our stock price.

16. ***Rights of shareholders under Indian law may be more limited than under the laws of other jurisdictions.***

Our articles of association, regulations of our board of Directors and Indian law govern our corporate affairs. Legal principles related to these matters and the validity of corporate procedures, directors' fiduciary duties and liabilities, and shareholders' rights may differ from those that would apply to a company in another jurisdiction. Shareholders' rights under Indian law may not be as extensive as shareholders' rights under the laws of other countries or jurisdictions. Investors may have more difficulty in asserting their rights as shareholder in an Indian company than as shareholder of a corporation in another jurisdiction.

17. ***Investors may not be able to enforce a judgment of a foreign court against us.***

We are a limited liability company incorporated under the laws of India. Substantially all of the directors and executive officers named herein are residents of India and a substantial portion of its assets and such persons are located in India. As a result, it may not be possible for investors to effect service of process upon us or such persons outside India or enforce judgments obtained against such parties outside India.

Recognition and enforcement of foreign judgments is provided for under Section 13 and Section 44A of the Civil Procedure Code on a statutory basis. Section 13 of the Civil Code provides that foreign judgments shall be conclusive regarding any matter directly adjudicated upon except: (i) where the judgment has not been pronounced by a court of competent jurisdiction; (ii) where the judgment has not been given on the merits of the case; (iii)where it appears on the face of the proceedings that the judgment is founded on an incorrect view of international law or refusal to recognize the law of India in cases to which such law is applicable; (iv) where the proceedings in which the judgment was obtained were opposed to natural justice; (v) where the judgment has been obtained by fraud; or (vi) where the judgment sustains a claim founded on a breach of any law then in force in India. Under the Civil Procedure Code, a court in India shall, upon the production of any document purporting to be a certified copy of a foreign judgment, presume that the judgment was pronounced by a court of competent jurisdiction, unless the contrary appears on record.

Section 44A of the Civil Code provides that where a foreign judgment has been rendered by a superior court, within the meaning of that Section, in any country or territory outside India which the Government has by notification declared to be in reciprocating territory, it may be enforced in India by proceedings in execution as if the judgment had been rendered by the relevant court in India. However, Section 44A of the Civil Code is applicable only to monetary decrees not being in the same nature of amounts payable in respect of taxes, other charges of a like nature or in respect of a fine or other penalties.

The United Kingdom, Singapore and Hong Kong have been declared by the Government to be a reciprocating territory for the purposes of Section 44A of the Civil Procedure Code. A judgment of a court of a country which is not a reciprocating territory may be enforced in India only by a suit

upon the judgment under Section 13 of the Civil Procedure Code, and not by proceedings in execution. The suit must be brought in India within 3 years from the date of judgment in the same manner as any other suit filed to enforce a civil liability in India. It is unlikely that a court in India would award damages on the same basis as a foreign court if an action is brought in India. Furthermore, it is unlikely that an Indian Court would enforce foreign judgment if it viewed the amount of damages awarded as excessive or inconsistent with public policy. A party seeking to enforce a foreign judgment in India is required to obtain approval from the RBI to repatriate outside India any amount recovered and any such amount may be subject to income tax in accordance with applicable laws.

18. ***Property litigation is common in India and time consuming.***

Property litigation particularly litigation with respect to land ownership is common in India (including public interest litigation) and is generally time consuming and involves considerable costs. If any property in which we have invested is subject to any litigation or is subjected to any litigation in future, it could delay a development project and/or have an adverse impact, financial or otherwise, on us.

19. ***Any downgrading of India's debt rating by an international rating agency could have a negative impact on our business.***

Any adverse revisions to India's credit ratings for domestic and international debt by international rating agencies may adversely impact our ability to raise additional financing, and the interest rates and other commercial terms at which such additional financing may be available. This could have an adverse effect on our business and future financial performance, its ability to obtain financing for capital expenditures and the trading price of the Equity Shares.

Risks Associated with the Equity Shares

1. ***The price of the Equity Shares may be highly volatile after the Issue.***

The price of the Equity Shares on the Indian stock exchanges may fluctuate after this Issue as a result of several factors, including: volatility in the Indian and global securities market; our operations and performance; performance of our competitors and the perception in the market about investments in the real estate industry; adverse media reports on us or the Indian real estate industry; changes in the estimates of our performance or recommendations by financial analysts; significant developments in India's economic liberalization and deregulation policies; and significant developments in India's fiscal and environmental regulations. There can be no assurance that the prices at which the Equity Shares are initially traded will correspond to the prices at which the Equity Shares will trade in the market subsequently.

2. ***Fluctuation in the exchange rate between the Rupee and the United States dollar could have a material adverse effect on the value of Equity Shares, independent of our operating results.***

The Equity Shares are quoted in Rupees on the BSE and the NSE. Any dividends in respect of the Equity Shares will be paid in Rupees and subsequently converted into US dollars for repatriation. Any adverse movement in exchange rates during the time it takes to undertake such conversion may reduce the net dividend to investors. In addition, any adverse movement in exchange rates during a delay in repatriating outside India the proceeds from a sale of Equity Shares, for example, because of a delay in regulatory approvals that may be required for the sale of Equity Shares may reduce the net proceeds received by shareholders.

The exchange rate between the Rupee and the U.S. dollar has changed substantially in the last two decades and could fluctuate substantially in the future, which may have a material adverse effect on the value of the Equity Shares and returns from the Equity Shares, independent of our operating results.

3. ***You will not be able to immediately sell any of the Equity Shares you purchase in the Issue on an Indian Stock Exchange.***

The Equity Shares will be listed on the NSE and the BSE. Pursuant to Indian regulations, certain actions must be completed before the Equity Shares can be listed and trading may commence. Investors' book entry, or "demat", accounts with depository participants in India are expected to be credited within two working days of the date on which the basis of allotment is approved by NSE and BSE. Thereafter, upon receipt of final approval from the NSE and the BSE, trading in the Equity Shares is expected to commence within seven working days of the date on which the basis of allotment is approved by the Designated Stock Exchange. We cannot assure you that the Equity Shares will be credited to investors' demat accounts, or that trading in the Equity Shares will commence, within the time periods specified above.

4. ***We are required to ensure that the public shareholding in our Company is 25% which may require our Company or Promoters to issue/transfer our Equity Shares thereby diluting your shareholding in our Company.***

Under the Securities Contracts (Regulation) Rules, 1957, as amended ("SCRR"), listed companies are required to maintain public shareholding of at least 25% of their issued share capital. Pursuant to the Securities Contracts (Regulation) (Amendment) Rules, 2010, notified on June 4, 2010, the SCRR were amended to define 'public shareholding' to refer to persons other than a company's promoter, promoter group, subsidiaries and associates, and excluding shares held by a custodian against which depository receipts have been issued overseas. Companies, such as our Company, whose post issue capital calculated at offer price is more than Rs. 40,000 million and whose draft offer document has been filed with the SEBI after commencement of the Securities Contracts (Regulation) (Amendment) Rules, 2010, on listing are required to increase their public shareholding to at least 25% of its issued share capital within three years from the date of the listing. Failure to comply with the minimum public shareholding provision would result in penalties which may include delisting and in penal action being taken against the listed company pursuant to the SEBI Act.

In order to ensure that the public shareholding in our Company is at least 25%, we may either undertake equity issuances in the future which may include a primary offering (which may dilute your shareholding) or there may be a further sale of our shareholding by our Promoters. Any future equity issuances by us or sales of our Equity Shares by our Promoters may adversely affect the trading price of our Equity Shares. In addition, any perception by potential investors that such issuances or sales might occur could also affect the trading price of our Equity Shares.

5. ***Conditions in the Indian securities market may affect the price or liquidity of the Equity Shares.***

The Indian securities markets are smaller than securities markets in more developed economies. Indian stock exchanges have in the past experienced substantial fluctuations in the prices of listed securities. These exchanges have also experienced problems that have affected the market price and liquidity of the securities of Indian companies, such as temporary exchange closures, broker defaults, settlement delays and strikes by brokers. In addition, the governing bodies of the Indian

stock exchanges have from time to time restricted securities from trading, limited price movements and restricted margin requirements. Further, disputes have occurred on occasion between listed companies and the Indian stock exchanges and other regulatory bodies that, in some cases, have had a negative effect on market sentiment. If similar problems occur in the future, the market price and liquidity of the Equity Shares could be adversely affected.

6. ***Future issuances or sales of the Equity Shares could significantly affect the trading price of the Equity Shares.***

The future issuances of Equity Shares by us or the disposal of Equity Shares by any of the major shareholders or the perception that such issuance or sales may occur may significantly affect the trading price of the Equity Shares. There can be no assurance that we will not issue further Equity Shares or that the shareholders will not dispose of, pledge or otherwise encumber their Equity Shares.

7. ***There is no guarantee that the Equity Shares issued pursuant to the Issue will be listed on the BSE and the NSE in a timely manner or at all and any trading closures at the BSE and the NSE may adversely affect the trading price of your Company's Equity Shares.***

In accordance with Indian law and practice, permission for listing of the Equity Shares will not be granted until after those Equity Shares have been issued and allotted. Approval requires all other relevant documents authorizing the issuing of Equity Shares to be submitted. There could be a failure or delay in listing the Equity Shares on the BSE and the NSE. Any failure or delay in obtaining the approval would restrict investors' ability to dispose of their Equity Shares.

The regulation and monitoring of Indian securities markets and the activities of investors, brokers and other participants differ, in some cases significantly, from those in Europe and the U.S. The BSE and the NSE have in the past experienced problems, including temporary exchange closures, broker defaults, settlements delays and strikes by brokerage firm employees, which, if continuing or recurring, could affect the market price and liquidity of the securities of Indian companies, including the Equity Shares, in both domestic and international markets. A closure of, or trading stoppage on, either of the BSE and the NSE could adversely affect the trading price of the Equity Shares.

8. ***There are restrictions on daily movements in the price of the Equity Shares, which may adversely affect a shareholder's ability to sell, or the price at which it can sell, Equity Shares at a particular point in time.***

Subsequent to listing, our Company will be subject to a daily circuit breaker imposed on listed companies by all stock exchanges in India which does not allow transactions beyond certain volatility in the price of the Equity Shares. This circuit breaker operates independently of the index-based market-wide circuit breakers generally imposed by SEBI on Indian stock exchanges. The percentage limit on our Company's circuit breaker is set by the stock exchanges based on the historical volatility in the price and trading volume of the Equity Shares. The stock exchanges are not required to inform our Company of the percentage limit of the circuit breaker from time to time, and may change it without its knowledge. This circuit breaker would effectively limit the upward and downward movements in the price of the Equity Shares. As a result of this circuit breaker, there can be no assurance regarding the ability of shareholders to sell the Equity Shares or the price at which shareholders may be able to sell their Equity Shares.

9. ***You may be subject to Indian taxes arising out of capital gains on the sale of the Equity Shares.***

Sale of Equity Shares by any holder may give rise to tax liability in India, as discussed in the "Taxation" in this Red Herring Prospectus.

Prominent Notes:

1. The Investors may contact any of the BRLMs who have submitted the due diligence certificate to SEBI, for any complaint pertaining to the Issue.

2. Our net worth is Rs. 7,637.55 million on a consolidated basis excluding minority interest, and Rs. 6,276.23 million on an unconsolidated basis as at March 31, 2010 and Rs. 7,780.37 million on a consolidated basis excluding minority interest, and Rs. 6,525.31 million on an unconsolidated basis as at June 30, 2010, as per our restated consolidated and unconsolidated financial statements under Indian GAAP in "Financial Statements" on page 212.

3. The average cost of acquisition of our Company's Equity Shares by the Promoters is Rs. 0.36 per Equity Share. The average cost of acquisition of Equity Shares by the Promoters has been calculated by taking the average of the amount paid by them to acquire the Equity Shares issued by us.

4. The net asset value / book value per Equity Share was Rs. 29.10 on a consolidated basis and Rs. 23.91 on an unconsolidated basis as at March 31, 2010 and Rs. 29.64 on a consolidated basis and Rs. 24.86 on an unconsolidated basis as at June 30, 2010, as per our restated consolidated and unconsolidated financial statements of under Indian GAAP in the "Financial Statement" on page 212.

5. The details of the transaction by the Company with Group Entities or Subsidiaries during the last year, the nature of such transactions as well as the cumulative value of the same has been disclosed in Annexure 17 to the Financial Statements on page 266. The following table lists the absolute cumulative value of all transactions irrespective of the nature entered into with our related party entities as per our Unconsolidated Financial Statements for the years ended March 31, 2009 and March 31, 2010:

Rs. In millions

	Particulars	Cumulative Transaction Amount	Balance Outstanding	Cumulative Transaction Amount	Balance Outstanding
		For the year ended March 31, 2010		For the year ended March 31, 2009	
	Subsidiaries				
1	Brunton Developers	2,074.17	88.44	217.12	160.00
2	Cessna Garden Developers Pvt. Ltd.	1,172.25	6,816.13	658.15	8,079.05
3	Downhill Holiday Resorts Pvt. Ltd.	02.70	756.23	0.00	01.80
4	Exora Business Parks Pvt. Ltd.	677.00	1,034.74	663.06	949.50
5	Foothills Resorts Pvt Ltd	02.17	756.23	0.00	01.37
6	ICBI India Pvt Ltd	266.10	299.00	14.83	33.50
7	Northland Holding Company Pvt. Ltd.	04.22	775.91	15.45	15.45
8	Pennar Hotels & Resorts Pvt. Ltd.	01.54	756.23	0.00	0.74
9	Prestige Bidadi Holdings Pvt. Ltd.	194.29	410.10	92.00	44.57

10	Prestige Construction Ventures Pvt. Ltd.	185.93	244.73	100.10	465.00
11	Prestige Interiors	0.11	0.00	0.00	0.00
12	Prestige Leisure Resorts Pvt.Ltd	316.91	1,011.89	314.17	2,359.46
13	Prestige Mangalore Retail Ventures Pvt Ltd		35.79		35.79
14	Prestige Mysore Retail Ventures Pvt Ltd		04.05		04.05
15	Prestige Property Management & Services	166.62	139.50	57.63	198.08
16	Prestige Valley View Estates Pvt. Ltd.	97.91	3,237.73	114.63	60.26
17	Silver Oak Projects	763.37	31.47	0.00	0.00
18	Team United Engineers Pvt Ltd	737.42	144.75	292.68	128.03
19	Valdel Xtent Outsourcing Solutions Pvt. Ltd.	348.40	89.40	235.50	119.00
20	Village De Nandi Pvt. Ltd.	0.05	967.48	0.00	1,009.10
21	West Palm Developments Pvt. Ltd.	04.72		684.96	
	Group Companies				
22	Babji Realtors Pvt. Ltd.	79.22	351.13	1,496.76	79.66
23	CapitaLand Retail Prestige Mall Management Pvt. Ltd.	29.53	01.61	27.40	27.49
24	City Properties Maintenance Bangalore Ltd	17.53	36.53	19.45	19.00
25	Colonial Estates		01.50		01.50
26	Dollar Constructions & Engineers Pvt Ltd	15.14	01.84	04.30	13.30
27	Eden Investments	0.01	33.10	0.00	33.10
28	Educate India Foundation	12.35	205.90	19.83	203.80
29	Educate India Trust	0.00	35.58	0.44	35.58
30	Hitech Properties	0.01	50.82	0.05	50.82
31	Karnataka Realtors	0.00		30.00	
32	Morph	52.88	40.27	31.31	26.05
33	Morph Design Company	27.24	19.81	04.61	03.39
34	Nebulla Investments	105.30	90.30	0.00	0.00
35	Prestige Amusements Private Limited	13.38	29.77	37.71	12.21
36	Prestige Fashions Pvt Ltd	22.64	98.94	60.47	127.94
37	Prestige Garden Constructions Pvt Ltd	0.00	0.00	183.49	130.18
38	Prestige Garden Estates Pvt. Ltd.	08.32	85.26	1,010.77	77.03
39	Prestige Garden Resorts Pvt. Ltd.	01.63	13.87	02.93	12.39
40	Prestige Golf Resorts Pvt Ltd	0.75	05.74	1,997.52	05.08
41	Prestige KRPTL Techpark	0.44	68.35	0.64	68.27
42	Prestige Nottinghill Investments	295.79	162.77	376.09	114.83
43	Prestige Ozone Properties	05.52	56.43	04.83	59.79
44	Prestige Projects Pvt Ltd	196.25	898.67	2,042.42	896.42
45	Prestige Realty Ventures	231.00	3,596.74	0.00	0.26
46	Prestige Shanthiniketan	0.20		06.00	

	Leisures Pvt. Ltd.				
47	Prestige Whitefield Developers	01.20	51.23	0.00	50.18
48	RR Estates	0.00		2,215.20	
49	RRR Investments	18.64	163.60	175.01	145.01
50	Silverline Estates	583.09	679.39	322.20	217.24
51	Sublime	55.17	27.38	0.00	0.00
52	Thomsun Realtors Pvt ltd	0.00	0.11	130.67	0.03
53	Window Care	01.08	0.44	0.27	0.17

6. For details of transactions by the Issuer with Subsidiary companies or Group Entities during the last year, see our "Financial Information" on page 212.

7. Pursuant to a resolution of our shareholders on October 20, 2009, we were converted to a public limited company with effect from November 10, 2009. A fresh certificate of incorporation consequent on the change of our name was granted to us on November 10, 2009 by the ROC.

8. For changes in the objects clause of the Memorandum of Association, see "History and Corporate Structure" on page 159.

9. See "Related Party Transactions" on page 266 and "Group Entities" on page 203 for details of transactions by the Issuer with Group Entities or Subsidiaries during the last year, the nature of transactions and the cumulative value of transactions.

SECTION III – INTRODUCTION

SUMMARY OF INDUSTRY

The Real Estate Sector in India

The real estate business involves the purchase, development and sale of land, including both residential and non-residential buildings. Real estate sector activities also encompass activities in the housing and construction sectors.

Historically, the real estate sector in India was unorganised and characterized by various factors that impeded organised dealing, such as the absence of a centralised title registry providing title guarantee, a lack of uniformity in local laws and their application, the non-availability of bank financing, high interest rates and transfer taxes and the lack of transparency in transaction values. In recent years however, the real estate sector in India has exhibited a trend towards greater organisation and transparency through various regulatory reforms.

The above trend has contributed to the development of reliable indicators of value and organised investment in the real estate sector by domestic and international financial institutions and has resulted in a greater availability of financing for real estate developers.

These trends have been reinforced by the substantial growth in the Indian economy, which stimulated demand for land and developed real estate. Demand for residential, commercial and retail real estate increased throughout India until the first half of 2008, accompanied by increased demand for hotel accommodation and improved infrastructure. Additionally, the tax and other benefits applicable to Special Economic Zones ("**SEZs**") are expected to result in a new source of demand.

According to the Eleventh Five Year Plan of India, there is a shortage of 26.53 million dwelling units.

Key Characteristics of the Real Estate Sector

The Indian real estate sector has traditionally been dominated by a number of small regional or local players with low levels of expertise. The sector has seen limited inflow of institutional capital and has used high net-worth individuals and other informal sources of financing as the major source of funding, leading to low levels of transparency. This is rapidly changing as the sector is experiencing higher growth rates and significantly improved quality expectations as India becomes more integrated with the global economy.

The growth witnessed by the Indian real estate sector is mainly influenced by the high GDP growth of India, increased urbanization, improving demographics, as well as growth across various sectors such as IT / ITeS, retail, consumer durables, automobiles, telecommunications, banking, insurance, tourism, hospitality and logistics.

Some of the key characteristics of the Indian real estate sector are:

- ***Highly fragmented market dominated by regional players*** **–** Rapid growth in the last decade has seen the emergence of larger players that have differentiated themselves through superior execution and branding. Further, these players are now able to capitalize on their "early mover" advantage with higher market share, but remain confined to local or regional markets. While the larger regional players are now initiating efforts to develop a broader geographic presence, their home markets continue to generate the majority of their profitability;

- ***Local know-how is a critical success factor in the development phase*** **–** One of the key reasons for the emergence of local developers is the critical importance of local knowledge and relationships in ensuring

successful and timely development of real estate projects. Property is a State-governed subject in India and the rules and regulations that affect, among other things, approval processes and transaction costs, vary from State to State;

- ***High transaction costs*** **–** The real estate sector has traditionally been burdened with high transaction costs as a result of stamp duty on transfers of title to property, which varies from State to State. Though efforts are being made at the State-level to reduce the stamp duties, they continue to be as high as 11% in certain states; and

- ***Enhanced role of mortgage financing*** **–** Over the last five years, a significant portion of new acquisitions, particularly in the larger cities in India, have been financed through banks and financial institutions. This has been aided by a sharp decline in interest rates and broad availability of financing products, due to aggressive marketing and product development by financial institutions.

Reforms in the Real Estate Sector

In recent years various reforms have been initiated at the National- and State-level which have led to greater organization and transparency in the real estate sector. These include:

- support from the Government of India for the repeal of the Urban Land Ceiling Act (introduced in 1976). The law was repealed by the Central Government in 1999 and is now in force only in 12 States and 3 Union Territories. However, as land is principally subject to State law, the law is still in force in some large Indian states like Andhra Pradesh, Assam, Bihar and West Bengal;

- modifications in the rent control statutes to provide greater protection to homeowners wishing to rent out their properties;

- the rationalization of property taxes in a number of States;

- the proposed conversion of land records into electronic form; and

- FDI being permitted in the real estate sector, subject to certain conditions.

SUMMARY OF BUSINESS

Overview

We have over 24 years of experience in real estate development, and are one of the leading real estate development companies in south India. We have completed 150 real estate projects of approximately 34.23 million sq. ft. We have developed a diversified portfolio of real estate development projects focusing on projects in the residential (including apartments, villas, plotted developments and integrated townships), commercial (including corporate office blocks, built-to-suit facilities, technology parks and campuses and SEZs), hospitality (including hotels, resorts and serviced accommodation) and retail (including shopping malls) segments of the real estate industry. We currently own or hold development rights for 57.36 million sq. ft. of Developable Area, which includes 28.43 million sq. ft. of Saleable Area and 11.04 million sq. ft. of Leasable Area.

Our Promoters have been associated with the real estate business since 1981. We were established as Prestige Estates and Properties, a partnership firm, in 1986. We are experienced in all aspects of the real estate development business, including land identification and acquisition, development, design, project management, sales and marketing, interiors and the provision of property services in relation to real estate developments.

We believe that we have established a strong brand image, have a successful track record of execution and a diversified portfolio of real estate projects. In the past five years, we have completed:

- 16 residential projects with a Developable Area of 11.52 million sq. ft. (of which the Saleable Area is 8.59 million sq. ft.). This includes developments such as *Prestige Ozone and Prestige St. John's Wood*;
- 23 commercial projects with a Developable Area of 7.14 million sq. ft. (of which the Saleable Area is 2.72 million sq. ft., and the Leasable Area is 1.21 million sq. ft.). This includes projects such as *UB City* and *Prestige Technology Park*;
- two hospitality projects with a Developable Area of 0.35 million sq. ft. (which is equivalent to approximately 177 keys, and of which the Leasable Area is 0.34 million sq. ft.). This includes projects such as *Oakwood Premier Prestige Serviced Apartments*; and
- two retail projects with a Developable Area of 0.69 million sq. ft. (of which the Leasable Area is 0.26 million sq. ft.). We have also completed projects such as *The Forum Mall* and *Forum Value Mall*.

We currently have 32 Ongoing Projects which comprise 11 residential projects with a Developable Area of 10.92 million sq. ft. (of which the Saleable Area is 9.27 million sq. ft.), 14 commercial projects with a Developable Area of 18.32 million sq. ft. (of which the Saleable Area is 5.91 million sq. ft. and the Leasable Area is 6.14 million sq. ft.), four hospitality projects with a Developable Area of 1.26 million sq. ft. (which is equivalent to approximately 655 keys, and of which the Leasable Area is 0.91 million sq. ft.) and three retail projects with a Developable Area of 3.39 million sq. ft. (of which the Leasable Area is 1.20 million sq. ft.).

Our Ongoing Projects include our flagship real estate development, *Prestige Shantiniketan*, a mixed-use township located in Whitefield, Bangalore. *Prestige Shantiniketan* is comprised of 14.62 million sq. ft. of Developable Area, across the residential (including 6.07 million sq. ft. of Saleable Area, of which 4.52 million sq.ft. is complted and 1.55 million sq.ft. is ongoing), consisting of 24 blocks of which 17 blocks, with a Developable Area of 6.14 million sq. ft., was completed in July 2010, commercial (including 4.42 million sq. ft. of Saleable Area) and retail (including 0.67 million sq. ft. of Leasable Area) real estate segments (the retail component of the project is classified as a Project Under Development, below).

We currently have 13 Projects Under Development, which comprise five residential projects with a Developable Area of 5.34 million sq. ft. (of which the Saleable Area is 4.28 million sq. ft.), four commercial projects with a Developable Area of 1.72 million sq. ft. (of which the Saleable Area is 0.74 million sq. ft. and the Leasable Area is 0.05 million sq. ft.), two hospitality projects with a Developable Area of 1.13 million sq. ft. (which is equivalent to approximately 507 keys, and of which the Leasable Area is 0.72 million sq. ft.) and two retail projects with a Developable Area of 1.97 million sq. ft. (of which the Leasable Area is 0.90 million sq. ft.).

We currently have nine Forthcoming Projects, which comprise five residential projects with a Developable Area of 9.77 million sq. ft. (of which the Saleable Area is 7.80 million sq. ft.), two commercial projects with a Developable Area of 2.35 million sq. ft. (of which the Saleable Area is 0.42 million sq. ft. and the Leasable Area is 0.51 million sq. ft.) and two retail projects with a Developable Area of 1.20 million sq. ft. (of which the Leasable Area is 0.61 million sq. ft.). At present we have no Forthcoming Projects for our hospitality business.

As part of our business model, we have access to a land bank, which consists of lands upon which there is no present development. As of August 31, 2010, our Land Bank aggregated approximately 483.16 acres. We believe that continuing to build our Land Bank is critical to our growth strategy and we intend to continue acquiring land in strategic locations across Bangalore and south India in order to maximize opportunities for projects in the future.

In our retail business, we have entered into a joint venture with CRIDF, an associate of CapitaMalls Asia. CapitaMalls Asia is one of the largest listed "pure-play" shopping mall owners, developers and managers in Asia by total property value of assets and by geographic reach, in terms of number of malls and cities. The joint venture is aimed at developing six retail projects (principally mall developments) with a total Developable Area of 5.61 million sq. ft. (of which the Leasable Area is 1.83 million sq. ft.) in south India, and pursuant to a framework agreement between our Company and CRIDF for the joint development of these projects. We have also entered into a joint venture with CapitaMalls Asia for the purpose of managing the retail malls developed by the joint venture with CRIDF.

While our real estate development business continues to be our primary focus, we also offer a variety of services through our real estate services business. This includes the provision of property management services for our commercial and residential developments, sub-leasing and fit-out services, project and construction management services, interior solutions services, mall management services (which includes the retail real estate projects that we complete pursuant to our joint ventures with CRIDF) and the operation of our hospitality projects.

Our consolidated total income for the three months ended June 30, 2010, Fiscal 2010, Fiscal 2009 and 2008 was Rs. 3,094.56 million, Rs. 10,860.11 million, Rs. 9,161.51 million and Rs. 9,892.63 million, respectively.

The following map illustrates our geographic presence in cities across south India:

Our Competitive Strengths

A strong execution track record and capability

We have a proven execution track record across a diversified portfolio of real estate projects. As of August 31, 2010, we completed construction of 34.23 million sq. ft. of Developable Area across the residential, commercial, hospitality and retail segments of the real estate market in Bangalore. We believe that we have developed some of the most identifiable landmarks in Bangalore, including *Prestige Shantiniketan*, one of the largest integrated township development in Bangalore; *UB City*, one of the largest mixed-use development in Bangalore's Central Business District; *The Forum Mall* in Bangalore, which was named as *Most Admired Shopping Centre Of The Year: Retailer's Choice*, at the 2008 *India Retail Forum Awards; Cessna Business Park*, a dedicated IT/ITeS SEZ development; and Angsana Spa & Resort, an exclusive 79-room resort in Bangalore. Our operations span different aspects of real estate development, including the identification of potential projects and the acquisition of land, project planning, design, construction management and project management. We have approximately 185 technically qualified personnel who oversee and execute many of the key aspects of real estate development, such as architecture, engineering, procurement and contracts and project management. We also leverage the expertise of external professionals such as architects, construction contractors, interior designers, landscape experts, building services consultants and advertising agencies. We

place emphasis on cost management and rigorously monitor our projects to ensure that costs remain within the budgeted amounts. To mitigate the risks related to cost and time overruns, we typically award different aspects of the construction of our projects to different contractors. In recognition of our process for the development of our projects, we received an ISO 9001:2000 certification for management processes in 2003, and were awarded the CRISIL DA1 rating in the years from 2003 to 2008, in recognition of the quality of our projects and for delivering Completed Projects to our customers on time. We currently have a CRISIL DA2+ rating.

A diversified portfolio of real estate projects

Our portfolio of Ongoing Projects, Projects Under Development and Forthcoming Projects is widely spread across the Bangalore area, and targets diverse categories (within the residential, commercial, hospitality and retail segments) and customer groups. We are also expanding our operations to include various cities across south India. We believe that the range of locations and product offerings that comprise our portfolio of Ongoing Projects, Projects Under Development and Forthcoming Projects will help provide us with stable cash flows over the near to medium term. Our projects are carefully planned and we conduct comprehensive market research and analysis of proposed projects to analyse absorption trends, competitive factors, market prices and product gaps. As a result, we are able to customize our product offerings to cater to customer and market demand in the particular location of the project.

The following table sets out our Ongoing Projects, Projects Under Development and Forthcoming Projects as a proportion of total Developable Area under Ongoing Projects, total Developable Area under Projects under Development and the total Developable Area under Forthcoming Projects, respectively, and total Saleable Area across our various real estate businesses as at August 31, 2010:

Type of real estate development	Ongoing Projects		Projects Under Development		Forthcoming Projects[1]	
	Proportion of total Developable Area	Proportion of total Saleable Area	Proportion of total Developable Area	Proportion of total Saleable Area	Proportion of total Developable Area	Proportion of total Saleable Area
			(%)			
Residential	32	61	53	85	73	95
Commercial	54	39	17	15	18	5
Hospitality	4	n/a	11	n/a	n/a	n/a
Retail	10	n/a	19	n/a	9	n/a

[1] *In relation to all the Forthcoming Projects mentioned in the table above, the relevant approvals for conversion of the land (wherever applicable) have been obtained, the remaining land is in the process of being acquired and internals designs and plans have been finalized. The process of making applications for approvals have not commenced in relation to any of these projects.*

The following table sets out the number of Ongoing Projects, Projects Under Development and Forthcoming Projects we have in cities across south India as at August 31, 2010:

City	Ongoing Projects	Projects under Development	Forthcoming Projects	Developable Area (in million sq.ft.)	Percentage of total Ongoing Projects, Projects under Development and Forthcoming Projects
Bangalore	24	9	6	41.89	72.22
Chennai	5	0	1	7.96	11.11
Cochin	1	3	0	2.74	7.42
Hyderabad	1	1	0	2.12	3.70
Mysore	0	0	2	1.90	3.70

Mangalore	1	0	0	0.75	1.85
TOTAL	32	13	9	**57.36**	**100**

Strong brand name

We believe that we have established a reputable brand name in the real estate market in south India due to the distinctive design, planning, high quality execution and prompt delivery of our projects, in conjunction with a customer-focused sales and marketing capability. We believe that our strong and recognizable brand increases customer confidence in our projects and influences our customers' buying decisions.

Our attention to quality and commitment to timely delivery of our projects has resulted in us receiving various awards, which have served to enhance our brand and reputation. In addition to our CRISIL DA2 rating, we were awarded the *Best Real Estate Developer in India* award in 2005 by Euromoney, and our real estate projects have also won numerous awards and prizes (See: "*Our Operations — Our Real Estate Development Business*", below).

We believe that our strong brand name and reputation is evidenced by the fact that several of our residential projects have been pre-sold prior to the commencement of construction, such as *Prestige St. John's Wood*, *Prestige Ozone*, *Prestige Palms* and *Prestige Shantiniketan*.

Our partnership with CRIDF

In our retail business, we have entered into a joint venture with CRIDF, an associate of CapitaMalls Asia. CapitaMalls Asia is one of the largest listed "pure-play" shopping mall owners, developers and managers in Asia by total property value of assets and by geographic reach, in terms of number of malls and cities. Our joint ventures with CRIDF are aimed at developing retail projects in south India in cities such as Bangalore, Mysore, Mangalore, Hyderabad and Cochin. We estimate that the total Developable Area and Leasable Area under these joint venture projects will be approximately 5.61 sq. ft. and 1.83 million sq. ft., respectively. We have also entered into a joint venture with CapitaMalls Asia for the purpose of managing the retail malls developed by the joint venture with CRIDF.

We believe that these arrangements will blend CRIDF's and CapitaMalls Asia's expertise and experience in developing leading retail developments with our local knowledge and expertise. For more information on these joint venture agreements, see "*History and Corporate Structure*" on page 159.

Experienced management team

Our management team has three decades of experience in the Bangalore and south Indian real estate development market. Our staff of professionals cover a variety of disciplines, including finance, engineering, project management, architecture, accounting, marketing and sales. Our key management personnel have been employed by our Company for an average of 10 years. Our management has experience in identifying market trends, identifying strategic locations for land acquisition and new markets and potential sites for development and acquiring land and development rights, as well as in the design, engineering, construction management, supervision and marketing of projects. We believe that these strengths make us a preferred partner for joint ventures and joint developments in the real estate market in south India, and with leading international developers and investors such as CRIDF.

Strong client base

We have been able to successfully establish and nurture relationships with reputable commercial clients, for whom we have undertaken numerous developments. These include Cisco Systems (seven developments between 2000 and 2009, with a total Leasable Area of 1.85 million sq. ft.) and Reliance Industries (two developments between 2003 and 2007 with a total Leasable Area of 0.19 million sq. ft.). In addition, in the IT/ITeS market segment, we have completed projects for a leading technology company (five developments between 2001 and 2005 with a total Leasable Area of 0.72 million sq. ft.), and a leading enterprise software

company (five developments between 2002 and 2007 with a total Leasable Area of 0.87 million sq. ft.). We believe that our strong relationships with our clients provides us with opportunities to undertake additional developments for those clients. In addition, we believe our significant client base minimizes our dependence on any one client or group of clients.

Our Strategy

The key elements of our business strategy are:

Continue to expand and develop our Land Reserves

We believe that continuing to expand and develop our Land Reserves is critical to increasing our market penetration across the various market segments in which we operate. The time it takes to develop a project varies depending on a variety of factors, including the size of a project, and we aim to develop and sell our Land Reserves within a development time of 12 to 48 months from the time the acquisition of land is complete. Increasing our market share in the residential, commercial, hospitality and retail segments is central to our growth strategy and we intend to continue acquiring land at strategic locations in Bangalore and across south India. We believe that we have enhanced our Land Reserves by acquiring large and contiguous parcels of land at competitive costs, thereby allowing us to undertake large scale residential, commercial, hospitality and retail projects. We focus on geographic areas where we see capital appreciation opportunities by developing such projects for sale or lease in our market segments.

Diversify our revenue streams

We intend to diversify our revenues in two ways: first, we intend to develop a wide price range of apartments, corporate office space, integrated townships and mixed-use developments, hotels, malls, multiplexes and shopping complexes. We believe that by diversifying our project portfolio in this manner, we will be able to diversify the revenue sources from our real estate development business through both the sale of projects (primarily for residential and commercial developments) and the lease of projects (primarily for commercial and retail developments). Secondly, we intend to expand and grow the service offerings of our real estate services business by offering property management services, sub-leasing and fit-out services, project and construction management services, interior design services and mall management and facilities management services. Through diversifying our revenue sources, we intend to capitalize on the development opportunities generated by various sectors of the Indian economy. For instance, we believe that our joint ventures with CRIDF for the development of six malls across south India will not only enhance our revenue from Leasable Area in those mall developments, but will also increase the revenue from our mall management and facilities management services.

Expand our geographical presence in south India

Our real estate development activities have been focused in Bangalore, where we believe we are a leading real estate developer. We are in the process of geographically diversifying and expanding our real estate development business into the south Indian cities of Chennai, Cochin, Hyderabad, Mangalore and Mysore. Whilst we have Ongoing Projects, Projects Under Development, Forthcoming Projects and / or Land Bank in these cities, we intend to further develop apartments, corporate office space, townships, and malls and also undertake plotted developments. We have recently entered into a joint development arrangement for a Forthcoming Project in Chennai with a Developable Area of 4.60 million sq. ft. (of which the Saleable Area is 2.76 million sq. ft.).

Pursue our integration strategy

We intend to integrate our business and operations by further developing our in-house construction management, property management and interior design capabilities. In 2009, we acquired 75% of the share capital of Team United, a construction company in south India, with the aim of developing an in-house capability to construct our own projects. Team United has already been integrated into our Company, and

provides construction management services for our developments. Prestige Property Management and Services, our in-house property management division was established in 1996, and presently has approximately 1,619 employees which deal with all aspects of property management for our projects, including safety and security, cleaning, maintenance, landscaping and general facilities management. We believe that having a dedicated in-house property management team differentiates us from our competitors, who traditionally outsource the property management function, in that we are able to maintain stronger control over the quality and maintenance of our projects. Our in-house interior design division provides both customized and standardized interior design and construction services for our residential and commercial projects, and liaises with our clients, architects, consultants and suppliers to ensure that the interior design and fit-out of premises is in accordance with our clients' specifications, and remains within budget and timelines for those projects. Through this integration, we hope to set more efficient budgets and better control the timing of completion and quality standards of our various projects.

SUMMARY FINANCIAL INFORMATION

The following tables set forth our selected historical financial information derived from the restated consolidated and unconsolidated financial information for Fiscal 2010, 2009, 2008, 2007, 2006 and 2005. The restated summary consolidated and unconsolidated financial information presented below should be read in conjunction with the restated financial information included in this Red Herring Prospectus, the notes thereto and "Management's Discussion and Analysis of Financial Condition and Results of Operations" on page 381.

Consolidated Summary Statement of Assets & Liabilities, as restated

(Amount in Rs. Million)

		As at June 30, 2010	As at March 31, 2010	2009	2008	2007	2006
FIXED ASSETS							
Gross Block		14,673.64	11,307.39	10,679.40	7,441.18	3,565.57	2,906.19
Less : Accumulated depreciation		2,526.32	2,065.47	1,541.71	1,147.86	879.51	683.12
Net Block		**12,147.32**	**9,241.92**	**9,137.69**	**6,293.32**	**2,686.06**	**2,223.07**
Capital Work in Progress		3,460.17	2,053.93	1,308.58	3,265.84	720.69	368.35
Total	**A**	**15,607.49**	**11,295.85**	**10,446.27**	**9,559.16**	**3,406.75**	**2,591.42**
Goodwill (arising on consolidation)	**B**	1,188.85	1,098.36	1,080.74	968.85	632.81	96.75
INVESTMENTS	**C**	1,661.93	1,608.61	1,124.57	1,707.33	1,245.33	869.97
Deferred tax (liability) / Asset (net)	**D**	(17.42)	(2.38)	(30.69)	6.80	(4.77)	(10.99)
CURRENT ASSETS, LOANS AND ADVANCES							
Interest accrued but not due		8.86	3.77	2.94	1.16	0.58	0.34
Inventory		12,889.49	12,501.91	9,785.87	7,681.42	9,164.31	4,831.46
Sundry debtors		3,930.70	3,627.46	2,489.55	1,269.78	1,713.88	942.96
Cash and bank balances		1,055.30	1,729.08	1,409.55	903.05	231.76	336.11
Loans and advances		6,998.07	6,403.86	5,787.56	7,143.56	4,793.12	3,084.81
Total	**E**	**24,882.42**	**24,266.08**	**19,475.47**	**16,998.97**	**15,903.65**	**9,195.68**
Total (A+B+C+D+E)	**F**	**43,323.27**	**38,266.52**	**32,096.36**	**29,241.11**	**21,183.77**	**12,742.83**
LIABILITIES AND PROVISIONS							
Secured Loans		17,765.38	13,891.95	8,684.31	7,593.64	4,634.29	1,848.55
Unsecured Loans		2,434.16	2,122.97	2,440.33	1,543.36	779.59	629.59
Current Liabilities & Provisions		12,642.37	11,892.64	12,481.13	12,749.84	13,232.07	8,907.74
Total	**G**	**32,841.91**	**27,907.57**	**23,605.77**	**21,886.84**	**18,645.95**	**11,385.89**
Minority Interest	**H**	**2,700.99**	**2,721.40**	**2,305.32**	**2,324.37**	**724.67**	**147.40**
Net Worth (F -G -H)	**I**	**7,780.37**	**7,637.55**	**6,185.27**	**5,029.90**	**1,813.14**	**1,209.54**
Net Worth represented by							
Share capital		2,625.00	2,625.00	125.00	125.00	125.00	125.00
Reserves & surplus		5,155.37	5,012.55	6,060.27	4,904.90	1,688.14	1,084.54
Total		**7,780.37**	**7,637.55**	**6,185.27**	**5,029.90**	**1,813.14**	**1,209.54**

Consolidated Summary Statement of Profits and Losses, as restated						
						(Amount in Rs. Million)
	For the period ended June 30, 2010	For the year ended March 31,				
		2010	2009	2008	2007	2006
INCOME						
Income from operations						
- Residential & Commercial projects	2,117.24	8,061.73	7,504.49	8,198.72	3,053.18	3,532.87
- Contractural projects	83.38	-	1.64	81.80	286.67	475.39
- Facilities, rental and maintenance income	247.91	787.79	506.62	372.79	301.35	289.82
- Property rental income	591.06	1,394.91	968.39	1,087.09	568.18	365.93
Other income	54.97	615.69	180.37	125.01	62.05	79.28
Gain on derivative transaction	-	-	-	27.22	-	-
	3,094.56	**10,860.12**	**9,161.51**	**9,892.63**	**4,271.43**	**4,743.29**
EXPENDITURE						
Cost of residential and commercial projects	1,698.87	6,239.01	5,234.52	6,967.40	2,335.88	3,123.46
Cost of contractual projects	74.98	-	1.04	75.18	245.22	421.12
Facilities operating expenses	45.94	141.42	116.22	74.15	80.19	61.34
Property expenses	269.87	652.73	327.92	558.32	116.03	104.07
Employee cost	155.71	490.42	314.23	242.94	173.73	113.30
General & Administrative expenses	83.16	364.04	287.21	342.20	234.32	192.58
Selling expenses	69.05	120.60	110.98	118.57	83.47	53.66
Finance charges						
- Interest (Net)	269.85	782.52	688.64	454.76	204.01	45.00
- Loss on Derivative transaction	-	-	651.55	-	-	-
Preliminary expenses written off	-	1.80	0.27	0.04	0.21	-
Depreciation	147.32	490.57	398.31	268.58	191.20	194.37
Total	**2,814.75**	**9,283.11**	**8,130.89**	**9,102.14**	**3,664.26**	**4,308.90**
Profits before tax and extraordinary items	**279.81**	**1,577.00**	**1,030.62**	**790.49**	**607.17**	**434.39**
Extra ordinary items			-	-	-	-
Provision for taxation						
- current tax	92.12	329.98	281.85	242.39	208.20	148.52
- Income tax pertaining to earlier years	-	(21.09)	1.22	13.36	10.79	2.11
- deferred tax	15.03	(26.37)	36.74	(10.36)	(6.22)	(23.71)
- fringe benefit tax	-	-	3.50	3.49	3.49	2.14
Profit after Tax and extraordinary items	**172.66**	**1,294.48**	**707.31**	**541.61**	**390.91**	**305.33**
Transition adjustment for Employee benefits arising out of adoption of AS 15 (revised)	-	-	-	(2.37)	-	-
Share of Profit / (Loss) from Associates (Net)	(6.17)	171.74	23.40	124.70	(69.00)	71.96
Adjustment arising on consolidation	(19.61)	(28.43)	0.65	0.26	5.53	-
Profit after tax (before adjustment of Minority Interest)	**146.88**	**1,437.79**	**731.36**	**664.21**	**327.44**	**377.29**
Share of Minority Interest - (Profit) \ Loss	(0.76)	35.71	41.78	(5.00)	(20.90)	(10.28)
Profit after tax and Minority Interest, as per audited financial statements	**146.12**	**1,473.50**	**773.14**	**659.21**	**306.54**	**367.01**
Adjustments made on account of restatement:						
Changes in accounting policy and prior period items (Refer Annexure 4)	-	-	-	-	-	(46.59)
Income tax (Refer Annexure 4)	-	(21.09)	1.34	15.83	33.47	(60.75)

Current tax impact of adjustments	-	-	-	-	-	15.68
Total of adjustments after tax	**-**	**(21.09)**	**1.34**	**15.83**	**33.47**	**(91.65)**
Net Profit for the year / period as restated	**146.12**	**1,452.41**	**774.48**	**675.04**	**340.01**	**275.36**
Add: Balance brought forward from previous year	**1,717.40**	**2,645.78**	**1,871.30**	**1,196.26**	**856.25**	**580.89**
Less: Adjusted against issue of bonus shares	-	(2,380.79)	-	-	-	-
Less : Dividend Distribution tax	(3.30)	-	-	-	-	-
Transfer to General Reserve	(1.66)	-	-	-	-	-
Balance carried forward	**1,858.56**	**1,717.40**	**2,645.78**	**1,871.30**	**1,196.26**	**856.25**

Consolidated Cash Flow Statement, as restated						
						(Amount in Rs. Million)
Particulars	For the period ended June 30, 2010	For the year ended March 31,				
		2010	2009	2008	2007	2006
Cash flow from operating activities						
Profits before taxation	**279.81**	**1,577.00**	**1,030.62**	**790.49**	**607.17**	**434.39**
Add: Adjustments for						
Depreciation	147.32	490.57	398.31	268.58	191.20	194.37
Preliminary Expenses	-	1.80	0.27	0.04	0.21	-
Provision for bad debts	-	7.00	(0.01)	-	-	10.00
Dimunition in value of investments	-	-	0.16	-	5.03	0.32
Provision for wealth tax	-	-	-	-	-	0.22
	147.32	**499.37**	**398.73**	**268.62**	**196.44**	**204.91**
Add : Expenses/debits considered seperately						
Loss on sale of investments	-	5.76	1.94	-	-	-
Financial expenses	269.85	782.52	1,340.19	427.54	204.01	45.00
Loss on sale of Fixed assets	-	23.26	-	-	-	9.31
	269.85	**811.54**	**1,342.13**	**427.54**	**204.01**	**54.31**
Less: Incomes / credits considered seperately						
Profit on sale of Investments	-	1.52	-	-	-	0.79
Interest income	17.06	84.92	50.80	66.03	34.91	10.18
Interest received Partner's Current account	-	-	-	-	1.36	1.25
Impairment in Investment written back	-	0.16	-	-	-	-
Dividend income	0.06	5.30	15.61	-	0.00	46.81
Profit on sale of fixed assets	5.21	273.00	13.62	1.07	4.15	0.04
	22.33	**364.90**	**80.03**	**67.10**	**40.42**	**59.07**
Operating profit before changes in working capital	**674.65**	**2,523.01**	**2,691.45**	**1,419.55**	**967.20**	**634.54**
Adjustments for:	-	-				
(Increase) / decrease in sundry debtors	(268.04)	(1,105.51)	(1,270.16)	471.58	(775.04)	(681.47)
(Increase) / decrease in inventories	(361.81)	(1,932.08)	(1,715.96)	1,453.88	(4,300.41)	(2,091.88)
(Increase) / decrease in loans and advances	(586.72)	(576.75)	1,342.11	(477.15)	(711.77)	(1,861.85)
Increase / (decrease) in current liabilities	(558.28)	(2,083.61)	(265.84)	(1,464.31)	4,626.28	3,249.25
Increase / (decrease) in preliminary expenses	-	(1.55)	-	-	-	-
Increase / (decrease) in provisions	229.01	106.23	(13.56)	541.02	(156.37)	147.01
	(1,545.84)	**(5,593.27)**	**(1,923.41)**	**525.02**	**(1,317.31)**	**(1,238.94)**
Cash generated from / used in operations	**(871.19)**	**(3,070.26)**	**768.04**	**1,944.57**	**(350.11)**	**(604.40)**
Direct taxes paid	(46.06)	(138.64)	(95.04)	(377.57)	(210.43)	(182.14)
Net cash generated from operating activities (A)	**(917.25)**	**(3,208.90)**	**673.00**	**1567.00**	**(560.54)**	**(786.54)**

Cash flow from investing activities						
Purchase of fixed assets	(766.07)	(1,543.80)	(1,298.18)	(6,276.40)	(383.78)	(277.50)
Sale proceeds of fixed assets	39.52	685.08	23.65	10.92	9.60	0.48
Inter corporate deposits given (Net)	07.48	359.01	278.91	(735.31)	172.16	23.50
Advance paid - purchase of shares (Net)	-	-	-	1,299.72	(552.10)	-
Advance paid - purchase of property	-	(4.20)	(14.50)	-	-	-
Investments made	(98.35)	(499.62)	(628.47)	(1,547.88)	(1,576.62)	(746.87)
Sales proceeds of Investments	-	62.09	604.89	755.03	43.67	776.51
Interest income	13.50	60.04	29.46	66.03	34.91	10.26
Dividend income	0.06	5.30	15.61	-	-	46.81
Net cash used in investing activities (B)	**(803.86)**	**(876.10)**	**(988.63)**	**(6,427.89)**	**(2,252.16)**	**(166.81)**
Cash flow from Financing activities						
Secured loan availed	1,394.19	20,508.76	4,199.53	4,870.32	3,926.61	747.30
Secured loan repaid	(911.86)	(14,697.21)	(4,052.45)	(1,268.66)	(1,405.68)	-
Unsecured loan taken	218.03	448.19	338.54	564.37	(47.83)	(81.90)
Repayment of Unsecured loan	(234.82)	(119.66)	(34.95)	(31.08)	(201.54)	-
Bank overdraft	-	(1,040.72)	940.88	(640.87)	264.79	377.07
Intercorporate deposits taken (Net)	26.60	147.67	591.85	(599.68)	404.43	83.45
(Increase)/Decrease in Current/Capital Account	(1.24)	102.79	62.48	(36.80)	(31.44)	(9.02)
Distribution tax on dividends paid to the Holding company	(23.41)					
Financial Expenses	(254.43)	(780.58)	(1,317.90)	(427.32)	(204.01)	(45.02)
Share / Debenture application money received by Subsidiary	74.65	(96.79)	77.80	392.48	-	-
Repayment of Debenture application money	-	(550.00)	-	-	-	-
Proceeds from issue of debentures by Subsidiary	165.19	439.66	-	829.20	-	-
Issue of shares including premium by Subsidiary	3.00	0.60	16.09	1,880.00	-	-
Net cash used in financing activities (C)	**455.90**	**4,362.71**	**821.87**	**5,531.96**	**2,705.33**	**1,071.88**
Net Increase/ (Decrease) in cash and cash equivalents (A+B+ C)	**(1,265.21)**	**277.71**	**506.24**	**671.07**	**(107.37)**	**118.53**
Cash and cash equivalents at the beginning of the year	1,729.07	1,409.55	903.05	231.76	336.11	217.58
Cash acquired on new acquisitions	591.44	41.82	0.26	0.22	3.02	-
Cash and cash equivalents at the end of the year	**1,055.30**	**1,729.08**	**1,409.55**	**903.05**	**231.76**	**336.11**
The cash and cash equivalents include deposits on lien not available for use by the Company	**438.14**	**361.93**	**118.80**	**74.98**	**0.25**	**11.55**

Unconsolidated Summary Statement of Assets and Liabilities, as restated							(Amount in Rs. Million)
		As at June 30, 2010	2010	As at March 31, 2009	2008	2007	2006
FIXED ASSETS							
Gross Block		6,006.51	6,005.67	5,305.16	2,941.37	2,336.00	2,165.98
Less : Accumulated depreciation		1,630.10	1,547.72	1,210.55	912.58	689.96	525.53
Net Block		4,376.41	4,457.95	4,094.61	2,028.79	1,646.04	1,640.45
Capital Work in Progress		748.98	571.62	491.13	2,408.70	501.17	357.00
Total	**A**	**5,125.39**	**5,029.57**	**4,585.74**	**4,437.49**	**2,147.21**	**1,997.45**
Investments	**B**	**5,289.58**	**5,177.03**	**4,580.85**	**4,966.42**	**2,523.53**	**993.90**
Deferred tax (liability) / Asset (net)	**C**	**(20.91)**	**(4.36)**	**(33.10)**	**8.67**	**(1.33)**	**(7.13)**
CURRENT ASSETS, LOANS AND ADVANCES							
Inventory		8,101.16	7,891.43	7,137.11	5,566.00	8,687.79	4,829.81
Sundry debtors		4,385.16	3,947.47	2,537.81	1,275.53	1,731.43	939.52
Cash and bank balances		441.04	1,361.09	1,120.67	564.24	183.19	294.38
Interest Accrued but not due		5.65	2.61	1.63	0.01	-	-
Loans and advances		6,539.27	5,844.54	5,796.52	7,046.41	5,245.83	3,160.90
Total	**D**	**19,472.28**	**19,047.14**	**16,593.74**	**14,452.19**	**15,848.24**	**9,224.61**
Total (A+ B+ C+D)	**E**	**29,866.34**	**29,249.38**	**25,727.23**	**23,864.77**	**20,517.65**	**12,208.83**
LIABILITIES AND PROVISIONS							
Secured Loans		12,382.27	12,048.49	7,824.93	7,068.05	4,626.95	1,847.56
Unsecured Loans		802.70	610.57	1,019.21	246.90	783.76	645.09
Current Liabilities & Provision		10,156.06	10,314.09	12,003.09	12,720.09	13,769.47	8,794.28
Total	**F**	**23,341.03**	**22,973.15**	**20,847.23**	**20,035.04**	**19,180.18**	**11,286.93**
Net Worth (E - F)	**G**	**6,525.31**	**6,276.23**	**4,880.00**	**3,829.73**	**1,337.47**	**921.90**
Net Worth represented by							
Share capital		2,625.00	2,625.00	125.00	125.00	125.00	125.00
Reserves & surplus		3,900.31	3,651.23	4,755.00	3,704.73	1,212.47	796.90
Total	**I**	**6,525.31**	**6,276.23**	**4,880.00**	**3,829.73**	**1,337.47**	**921.90**

Unconsolidated Summary Statement of Profits and Losses, as restated						
						(Amount in Rs. Million)
	For the period ended June 30, 2010	For the year ended March 31,				
		2010	2009	2008	2007	2006
INCOME						
Residential and commercial projects	2,228.32	8,117.65	7,525.68	8,209.78	3,223.93	3,536.49
Contractual projects	-	-	-	81.80	286.67	475.39
Facilities, rental and maintenance income	135.94	486.79	345.01	265.99	217.14	178.67
Property rental income	231.40	892.23	846.83	977.38	475.28	330.32
Other income	78.68	434.99	179.43	130.47	67.74	83.72
Gain on derivative transaction	-	-	-	27.22	-	-
	2,674.34	**9,931.66**	**8,896.95**	**9,692.64**	**4,270.76**	**4,604.59**
EXPENDITURE						
Cost of residential and commercial projects	1,781.43	6,307.44	5,237.41	6,977.05	2,487.32	3,126.76
Cost of contractual projects	-	-	-	75.18	245.22	421.12
Facilities operating expenses	21.22	61.92	61.51	41.60	41.94	37.25
Property expenses	108.55	381.86	334.58	565.58	112.68	87.71
Employee cost	88.03	303.32	263.49	223.19	157.50	101.37
General and administrative expenses	33.37	156.00	244.34	209.15	201.18	164.48
Selling expenses	64.27	103.51	97.58	110.63	79.17	49.47
Financial expenses						
- Interest (Net)	154.46	660.78	628.68	451.32	204.70	45.42
- Loss on Derivative transaction	-	-	651.55	-	-	-
Preliminary expenses written off	-	-	-	-	-	0.13
Depreciation	82.38	349.33	305.79	222.64	165.76	169.96
Total Operating Expenses	**2,333.71**	**8,324.16**	**7,824.93**	**8,876.34**	**3,695.47**	**4,203.67**
Profit before Tax and Extraodinary items	**340.63**	**1,607.50**	**1,072.02**	**816.30**	**575.29**	**400.92**
Extraordinary items	-	-	-	-	-	-
Provision for taxation						
- Current tax	75.00	240.00	265.00	217.50	185.00	135.00
- Provision for earlier years	-	(21.09)	1.35	12.50	10.79	2.11
- Deferred tax	16.55	(28.74)	41.77	(8.81)	(5.80)	(19.97)
- Fringe benefit tax	-	-	2.80	3.10	3.20	1.90
Profit after Tax and extraodinary items as per audited financial statements	**249.08**	**1,417.33**	**761.10**	**592.01**	**382.10**	**281.88**
Adjustments made on account of restatement:						
Changes in accounting policy and prior period items (Refer Annexure 4)	-	-	-	-	-	(46.59)
Income tax (Refer Annexure 4)	-	(21.09)	1.35	15.83	33.47	(60.75)
Current tax impact of adjustments	-	-	-	-	-	15.68
Total of adjustments after tax	-	**(21.09)**	**1.35**	**15.83**	**33.47**	**(91.66)**
Profit after Tax and extraodinary items as restated	**249.08**	**1,396.24**	**762.45**	**607.84**	**415.57**	**190.22**
Add: Balance brought forward as restated	**1,476.67**	**2,461.22**	**1,698.77**	**1,093.26**	**677.69**	**487.47**
Less: Transition adjustment for Employee benefits arising out of adoption of AS 15	-	-	-	2.33	-	-
Less: Adjusted against issue of bonus shares	-	2,380.79	-	-	-	-

Appropriations						
General reserve	-	-	-	-	-	-
Surplus carried forward	**1,725.75**	**1,476.67**	**2,461.22**	**1,698.77**	**1,093.26**	**677.69**

Unconsolidated Cash Flow Statement, as restated						
						(Amount in Rs. Million)
	For the period ended June 30, 2010	For the year ended March 31,				
		2010	2009	2008	2007	2006
Cash flow from operating activities						
Profits before taxation and extraordinary items	**340.63**	**1,607.50**	**1,072.02**	**816.30**	**575.29**	**400.92**
Add: Adjustments for						
Depreciation	82.38	349.33	305.79	222.64	165.76	169.96
Preliminary Expenses	-	-	-	-	-	0.13
Provision for bad debts	-	-	-	-	-	10.00
Dimunition in value of investments	-	-	0.16	-	5.03	0.31
	82.38	**349.33**	**305.95**	**222.64**	**170.79**	**180.40**
Add : Expenses/debits considered seperately						
Loss on sale of investments	-	4.70	1.94	-	-	-
Financial expenses	154.46	660.78	1,280.22	424.10	204.70	45.42
Loss on sale of Fixed assets		-	-	-	-	8.63
	154.46	**665.48**	**1,282.16**	**424.10**	**204.70**	**54.05**
Less: Incomes / credits considered seperately						
Profit on sale of Investments	-	-	-	-	-	0.79
Interest income	11.50	70.17	48.88	65.87	33.97	9.50
Interest received Partner's current account	-	-	-	-	1.36	1.25
Dividend income	19.85	4.73	14.97	-	0.00	46.81
Impairment in Investment written back	-	0.16	-	-	-	-
Profit on sale of fixed assets	-	1.34	13.62	1.03	4.15	0.04
	31.35	**76.40**	**77.47**	**66.90**	**39.48**	**58.39**
Operating profit before changes in working capital	**546.12**	**2,545.91**	**2,582.66**	**1,396.14**	**911.30**	**576.98**
Adjustments for:						
(Increase) / decrease in sundry debtors	(437.69)	(1,409.65)	(1,262.29)	(332.02)	(791.91)	(680.51)
(Increase) / decrease in inventories	(209.74)	(754.32)	(1,571.11)	3,121.80	(3,857.99)	(2,091.41)
(Increase) / decrease in loans and advances	(606.11)	(358.43)	1,489.25	778.02	(1,151.23)	(735.81)
Increase / (decrease) in current liabilities	(451.56)	(2,137.48)	(760.87)	(1,485.87)	4,614.70	3,257.90
Increase / (decrease) in provisions	221.21	117.24	(4.86)	125.02	(156.71)	145.13
	(1,483.89)	**(4,542.64)**	**(2,109.88)**	**2,206.95**	**(1,343.14)**	**(104.70)**
Cash generated from / used in operations	**(937.77)**	**(1,996.73)**	**472.78**	**3,603.09**	**(431.84)**	**472.28**
Direct taxes paid	(35.06)	(43.39)	(63.97)	(346.62)	(186.16)	(168.12)
Net cash generated from operating activities (A)	**(972.83)**	**(2,040.12)**	**408.81**	**3,256.47**	**(618.00)**	**304.16**
Cash flow from investing activities						
Purchase of fixed assets	(178.18)	(798.92)	(464.05)	(2,518.84)	(321.00)	(248.22)
Sale proceeds of fixed assets	-	7.08	23.65	6.96	9.60	0.07
Inter corporate deposits given (Net)	(53.56)	353.81	242.74	(738.00)	155.44	(206.79)
Advance paid - purchase of shares		-	-	1,299.72	(552.10)	(887.63)
Investments made	(112.55)	(851.96)	(861.84)	(3,197.91)	(1,556.45)	(747.18)

Interest received partners current account	-	-	-	-	1.36	1.25
Sales proceeds of Investments	-	251.28	894.42	755.03	22.60	776.82
Interest received	08.46	69.19	27.54	29.02	33.97	9.58
Dividend received	19.85	4.73	14.97	-	0.00	46.81
Net cash used in investing activities (B)	**(315.98)**	**(964.79)**	**(122.57)**	**(4,364.02)**	**(2,206.58)**	**(1,255.29)**
Cash flow from Financing activities						
Secured loan availed	1,173.95	19,791.42	3,865.26	4,350.62	3,776.07	1,283.12
Secured loan repaid	(840.18)	(14,626.97)	(4,049.26)	(1,268.66)	(1,405.26)	(533.05)
Bank overdraft	-	(1,040.72)	940.88	(640.87)	415.33	225.53
Unsecured loan taken	221.06	452.54	118.26	106.69	(47.83)	219.12
Repayment of Unsecured loan	(206.32)	(107.87)	(34.95)	(30.97)	(201.54)	(143.11)
Repayment of Debenture application money	-	(550.00)	-	-	-	-
Intercorporate deposits taken (Net)	177.39	(14.07)	689.00	(612.57)	388.05	83.45
Financial Expenses	(157.14)	(659.00)	(1,258.99)	(415.64)	(211.43)	(45.45)
Net cash used in financing activities (C)	**368.76**	**3,245.33**	**270.20**	**1,488.60**	**2,713.39**	**1,089.61**
Net Increase/ (Decrease) in cash and cash equivalents (A+B+ C)	**(920.05)**	**240.42**	**556.44**	**381.05**	**(111.19)**	**138.48**
Cash and cash equivalents at the beginning of the year	1,361.09	1,120.67	564.24	183.19	294.38	155.89
Cash and cash equivalents at the end of the year	**441.04**	**1,361.09**	**1,120.67**	**564.24**	**183.19**	**294.38**
The Cash and cash equivalents include deposits on lien not available for use by the Company	**320.73**	**307.40**	**51.55**	**10.28**	**6.26**	**11.38**

THE ISSUE

The following table summarises the Issue details

Equity Shares offered:	
Issue by the Company	[●] Equity Shares
Of which	
Employee Reservation	[●] Equity Shares
Net Issue	[●] Equity Shares
A) Qualified Institutional Buyers (QIB) portion[1]	At least [●] Equity Shares
Of Which	
Available for allocation to Mutual Funds only	[●] Equity Shares
Balance for all QIBs including Mutual Funds	[●] Equity Shares
B) Non-Institutional Portion[2]	At least [●] Equity Shares
C) Retail Portion[3]	At least [●] Equity Shares
Equity Shares outstanding prior to the Issue	[●] Equity Shares
Equity Shares outstanding after the Issue	[●] Equity Shares
Equity Shares outstanding after the Issue (assuming the outstanding vested options are completely exercised)	[●] Equity Shares
Use of Issue Proceeds	See "Objects of the Issue" on page 44

Allocation to all categories except the Anchor Investor Portion will be made on a proportionate basis..

(1) Our Company may allocate up to 30% of the QIB Portion, i.e. [●] Equity Shares, to Anchor Investors on a discretionary basis in accordance with the SEBI ICDR Regulations. For details see "Issue Procedure" on page 500.

(2) Under-subscription, if any, in any category, except the QIB Portion, would be allowed to be met with spill-over from any other category or combination of categories at the discretion of the Company, in consultation with the BRLMs and the Designated Stock Exchange. If at least 60% of the Net Issue cannot be Allotted to QIBs, then the entire application money will be refunded.

GENERAL INFORMATION

Our Company commenced operations as a partnership firm constituted under the Indian Partnership Act, 1932 on April 1, 1986 under the name and style of Prestige Estates and Properties with its registered office at No. 6, Commercial Street, Bangalore 560 001. The partners of the firm were the Late S. Razack, Irfan Razack, Rezwan Razack and Sameera Noaman. The name of the firm was changed to Prestige Estates Projects by a supplementary deed of partnership dated May 12, 1997. The firm was registered as a private limited company under Part IX of the Companies Act on June 4, 1997 with the name Prestige Estates Projects Private Limited and was allotted company identification number 08/22322/1997. All the business and property of the erstwhile partnership firm therefore became vested in our Company. Our Company was converted into a public limited company on November 10, 2009 with the name Prestige Estates Projects Limited and received a fresh certificate of incorporation consequent upon change in status on November 10, 2009 from the RoC.

Registered Office of the Company

The Falcon House, No. 1
Main Guard Cross Road
Bangalore 560 001, Karnataka, India
Tel: (91 80) 2559 1080
Fax: (91 80) 2559 1945
Website: www.prestigeconstructions.com
Email: investors@prestigeconstructions.com
Company Identification Number: U07010KA1997PTC022322

Address of the Registrar of Companies

Our Company is registered with the Registrar of Companies, Karnataka at Bangalore situated at the following address:

The Registrar of Companies
'E' wing, Second Floor
Kendriya Sadana
Koramangala
Bangalore 560034
Karnataka, India

Board of Directors of the Company

The Board of Directors comprises the following:

Name and Designation	Age (years)	Address
Irfan Razack Chairman and Managing Director	57	21/22-3, Craig Park Layout, M.G. Road, Bangalore 560 001, Karnataka, India
Rezwan Razack Joint Managing Director	55	Burnside, No. 12, Magrath Road, Bangalore 560 025, Karnataka, India
K. Jagdeesh Reddy	43	Flat B-1, Chartered Court, Ratna Avenue, 51/B, Richmond Road, Bangalore 500 025, Karnataka, India
B.G. Koshy	63	101-A, 1st Floor M.B. Centre, 134 Infantry Road, Bangalore 560 001, Karnataka, India
Noor Ahmed Jaffer	61	No. 3, 1st Cross, 8th Main, 4th Block Koramangala, Bangalore 560 034,

Name and Designation	Age (years)	Address
		Karnataka, India
Dr. Pangal Ranganath Nayak	53	No. 141, 18th Main, 6th Block, Koramangala, Bangalore 560 095, Karnataka, India

For further details of the Directors, see "Our Management" on page 184.

Company Secretary and Compliance Officer

Lalitha Kini is the Company Secretary and Compliance Officer of the Company and her contact details are as follows:

The Falcon House, No. 1
Main Guard Cross Road
Bangalore 560 001, Karnataka, India
Tel: (91 80) 2559 1080
Fax: (91 80) 2559 1945
Email: investors@prestigeconstructions.com

Investors can contact the Compliance Officer or the Registrar to the Issue in case of any pre or post-Issue related problems, including non-receipt of letters of allotment, credit of allotted shares in the respective beneficiary account and refund orders.

All grievances relating to the ASBA process may be addressed to the Registrar to the Issue, with a copy to the SCSB, giving full details such as name, address of the applicant, number of Equity Shares applied for, Bid Amount blocked, ASBA account number and the designated branch of the SCSB where the ASBA Form was submitted by the ASBA bidders.

Book Running Lead Managers

Enam Securities Private Limited
801, Dalamal Tower
Nariman Point, Mumbai 400 021
Maharashtra, India
Tel: (91 22) 6638 1800
Fax: (91 22) 2284 6824
Email: prestige.ipo@enam.com
Investor Grievance Email: complaints@enam.com
Website: www.enam.com
Contact Person: Anurag Byas
SEBI Registration No.: INM000006856

J.P. Morgan India Private Limited
J.P. Morgan Tower
Off. C.S.T. Road
Kalina, Santacruz – East
Mumbai 400 098
Maharashtra, India
Tel: (91 22) 6157 3000

Fax: (91 22) 6157 3911
Email: project_jpmfalcon@jpmchase.com
Investor Grievance Email: investorsmb.jpmipl@jpmorgan.com
Website: www.jpmipl.com
Contact Person: Anjan Agarwal
SEBI Registration No.: INM000002970

Kotak Mahindra Capital Company Limited
First Floor, 229, Bakhtawar
Nariman Point, Mumbai 400 021
Maharashtra, India
Tel: (91 22) 6634 1100
Fax: (91 22) 2283 7517
Email: prestige.ipo@kotak.com
Investor Grievance Email: kmccredressal@kotak.com
Website: www. kmcc.co.in
Contact Person: Chandrakanth Bhole
SEBI Registration No.: INM000008704

UBS Securities India Private Limited
2/F, 2 North Avenue
Maker Maxity
Bandra-Kurla Complex
Bandra (E)
Mumbai 400 051
Maharashtra, India
Tel: (91 22) 6155 6000
Fax: (91 22) 6155 6292
Email: prestigeconstructions.ipo@ubs.com
Investor Grievance Email: customercare@ubs.com
Website: www.ibb.ubs.com/Corporates/indianipo
Contact Person: Vishal Bangard
SEBI Registration No.: INM000010809

Syndicate Member

Kotak Securities Limited
1st Floor, Nirlon House
Dr. Annie Besant House
Near Passport Office
Worli, Mumbai 400 025
Maharashtra
Telephone: (91 22) 6652 9191
Facsimile: +(91 22) 6661 7041
E-mail: umesh.gupta@kotak.com
Website: www.kotak.com
Contact Person: Mr. Umesh Gupta
SEBI Registration number: BSE: INB010808153, NSE: INB230808130

Self Certified Syndicate Banks

The list of banks that have been notified by SEBI to act as SCSB for the ASBA Process are provided on http://www.sebi.gov.in. For details on designated branches of SCSBs collecting the ASBA Bid cum Application Form, please refer the above mentioned SEBI link.

Legal Advisors

Domestic Legal Counsel to the Company

AZB & Partners
AZB House, 67-4, Fourth Cross
Lavelle Road
Bangalore 560 001
Karnataka, India
Tel: (91 80) 4240 0500
Fax: (91 80) 2221 3947

Domestic Legal Counsel to the BRLMs

Amarchand & Mangaldas & Suresh A. Shroff & Co.
201, Midford House, Midford Garden
Off M.G. Road
Bangalore 560 001
Karnataka, India
Tel: (91 80) 2558 4870
Fax: (91 80) 2558 4266

International Legal Counsel to the BRLMs

Clifford Chance
CC Asia Limited
One George Street
19th Floor
Singapore 049145
Tel: +65 6410 2200
Fax:+65 6410 2288

Expert Opinion from Legal Counsels in relation to title of land

Kusuma R.Muniraju
No. 101, Eden Park
Opp. UB City, 20
Vittal Mallya Road
Bangalore 560 001
Karnataka, India

Dua Associates
Dua House,
Plot No. 187-A, Road No. 13
Jubilee Hills
Hyderabad 500 033
Andhra Pradesh, India

K.K. Paulose & David Paul Associates
No. 96, 3rd floor
D D Cornerstone
Kadavanthra
Cochin 682 020
Kerala, India

Mathews K. Uthuppachan
42/2260
Providence Road
Cochin 682 018
Kerala, India

R. Subramaniam
85, Pantheon Road
20, Srirangam Avenue
Egmore

Shankar P Chowdankar
D 209, Second floor
Rizom Plaza, Morod
Mapusa

Chennai 600 008
Tamil Nadu, India

Goa, India

M. Lakshmana and R.K. Amarnath
No. 168, Justice Point, 3rd floor
Pooja Complex
1st Cross, Kilari Road
Bangalore 560 053
Karnataka, India

Jayanth M. Pattanshetty
102, Ground Floor
Rams Infantry Manor
No. 70, Infantry Road
Bangalore 560 001
Karnataka, India

N. Chandran
Market New Buildings
M. S Lane
Ootacamund
Tamil Nadu, India

Mathews K. Uthuppachan
Providence Road
Cochin 682 018
Kerala, India

Expert Opinion in relation to Developable and Saleable Area for real estate development projects

PRDesignGroup
No. 88, 5th Main
1st A Cross, Domlur 2nd stage
Bangalore 560 071
Karnataka

Registrar to the Issue

Link Intime India Pvt Limited
C-13, Pannalal Silk Mills Compound,
L.B.S. Marg, Bhandup (West)
Mumbai 400 078
Maharashtra, India
Tel: (91 22) 2596 0320
Fax: (91 22) 2596 0329
Email: pepl.ipo@linkintime.co.in
Website: www.linkintime.co.in
Contact Person: Sachin Achar
SEBI Registration No: INR000004058

Bankers to the Issue and Escrow Collection Banks

Standard Chartered Bank
270, D. N. Road
Fort, Mumbai 400 001
Maharashtra, India
Tel: (91 22) 22683955
Fax: (91 22) 22096067
Email: Joseph.George@sc.com
Website: www.standardchartered.co.in
Contact Person: Joseph George
SEBI Registration No: INBI00000885

The Hongkong and Shanghai Banking Corporation Limited
Shiv Building Plot No. 139-140B

Western Express Highway
Sahar Road Junction, Vile Parle
Mumbai 400 057
Maharshatra, India
Tel: (91 22) 40357458
Fax: (91 22) 40357657
Email: swapnilpavale@hsbc.co.in/vivekbajaj@hsbc.co.in
Website: www.hsbc.co.in
Contact Person: Swapnil Pavale/Vivek Bajaj
SEBI Registration No: INBI00000027

ICICI Bank
Capital Markets Division
30, Mumbai Samachar Marg
Mumbai 400 001
Maharashtra, India
Tel: (91 22) 66310311
Fax: (91 22) 22611138
Email: viral.bharani@icicibank.com
Website: www.linkintime.co.in
Contact Person: Sachin Achar
SEBI Registration No: INR00000004

HDFC Bank Limited
Lodha, I Think Techno Campus
O-3, Level, Next to Kanjurmarg Railway Station
Kanjurmarg (East), Mumbai- 400042
Maharshtra, India
Tel: (91 22) 30752928
Fax: (91 22) 25799801
Email: deepak.rane@hdfcbank.com
Website: www.hdfcbank.com
Contact Person: Deepak Rane
SEBI Registration No: INBI00000063

Bankers to the Company

ABN Amro Bank
8th Floor, Canberra Block, UB City
No. 24, Vittal Mallya Road
Bangalore 560 001
Karnataka, India
Tel: (91 80) 4022 7999
Fax: (91 80) 4112 8621
Email: parikshit.daga@in.abnamro.com

Deutsche Bank Ag
Raheja Towrers, 26- 27
M.G. Road, Bangalore 560 001
Karnataka, India
Tel: (91 80) 6693 5638

Fax: (91 80) 2559 5133
Email: parvathy.ramachandran@db.com

Punjab National Bank
Large Corporate Branch
3rd Floor, Rayala Towers
781-785, Anna Salai
Chennai 600 002
Tamil Nadu, India
Tel: (91 44) 6678 5516
Fax: (91 44) 6678 5508
Email: bo0305@pnb.co.in

Vijaya Bank
P.B. No. 9934, No. 34
1st Floor, Hariram Complex
K.G. Road, Bangalore 560 009
Karnataka, India
Tel: (91 80) 2226 2347
Fax: (91 80) 2225 8699
Email: ban.kgroad1118@vijayabank.co.in

Refund Bankers

The Hongkong and Shanghai Banking Corporation Limited
Shiv Building, Plot No 139-140 B
Western Express Highway
Sahar Road Junction
Vile Parle (E)
Mumbai 400 057
Maharashtra
Tel: (91 22) 4035 7458
Fax: (91 22) 2500 2107
Email: swapnilpavale@hsbc.co.in/vivekbajaj@hsbc.co.in
Website: www.hsbc.co.in
Contact Person: Swapnil Pavale/ Vivek Bajaj
SEBI Registration No.: INBI00000027

ICICI Bank Limited
Capital Markets Division
30, Mumbai Samarchar Marg
Mumbai 400 001, Maharashtra
Tel: (91 22) 6631 0311/ 6631 0312
Fax: (91 22) 2261 1138/ 6631 0350
Email: viral.bharani@icicibank.com
Website: www.icicibank.com
Contact Person: Viral Bharani
SEBI Registration No.: INBI00000004

Statutory Auditors to the Company

Deloitte Haskins & Sells
Deloitte Centre, Anchorage II
100/2, Richmond Road
Bangalore 560 025
Karnataka, India
Tel: (91 80) 66276000
Fax: (91 80) 66276011
Email: gswaminathan@deloitte.com
Firm Registration No: 008072S

Monitoring Agency

The Monitoring Agency has been appointed as per Regualtion 16 (1) of the SEBI ICDR Regulations.

Statement of Inter-se Allocation of Responsibilities for the Issue

The following table sets forth the distribution of responsibility and coordination for various activities in this Issue amongst the BRLMs:

ACTIVITIES	RESPONSIBILITY	CO-ORDINATOR
Capital structuring with relative components and formalities	ENAM, JPM, KOTAK, UBS	ENAM
Drafting and approval of all statutory advertisements	ENAM, JPM, KOTAK, UBS	ENAM
Due diligence of the Company including its operations/management/ business/plans/legal, etc. Drafting and design of the Red Herring Prospectus and of statutory advertisements including a memorandum containing salient features of the Prospectus. The BRLMs shall ensure compliance with stipulated requirements and completion of prescribed formalities with the Stock Exchanges, the RoC and SEBI including finalisation of the Prospectus and RoC filing.	ENAM, JPM, KOTAK, UBS	ENAM
Drafting and approval of all publicity material other than statutory advertisements as mentioned above, including corporate advertising, brochures, etc.	ENAM, JPM, KOTAK, UBS	JPM
Appointment of other intermediaries including Registrar to the Issue, printers, advertising agency and Bankers to the Issue	ENAM, JPM, KOTAK, UBS	ENAM
Marketing & road show presentation	ENAM, JPM, KOTAK, UBS	JPM
Non-institutional and Retail marketing of the Issue, which will cover, inter alia: • Finalising media, marketing and public relations strategy; • Finalising centre for holding conferences for brokers, etc.; • Follow-up on distribution of publicity and Issue material including forms, the Prospectus and deciding on the quantum of Issue material; and • Finalising collection centres.	ENAM, JPM, KOTAK, UBS	ENAM
Domestic institutional marketing of the Issue, which will cover, inter alia: Finalising the list and division of investors for one to one meetings, institutional allocation	ENAM, JPM, KOTAK, UBS	KOTAK
International institutional marketing of the Issue, which will cover, inter alia: Finalising the list and division of investors for one-to-one meetings, institutional allocation.	ENAM, JPM, KOTAK, UBS	JPM
Pricing, managing the book, co-ordination with the Stock Exchanges and allocation to QIB Bidders.	ENAM, JPM, KOTAK, UBS	KOTAK
Post-Bidding activities including management of escrow accounts, co coordinating underwriting, co-ordination of non-institutional allocation,	ENAM, JPM, KOTAK, UBS	KOTAK

announcement of allocation and dispatch of refunds to Bidders, etc. The post-Issue activities will involve essential follow up steps, including the finalisation of trading, dealing of instruments, and demat of delivery of shares with the various agencies connected with the work such as the Registrars to the Issue, the Bankers to the Issue, the bank handling refund business and SCSBs. The BRLMs shall be responsible for ensuring that these agencies fulfill their functions and discharge this responsibility through suitable agreements with the Company.	

Even if any of these activities are handled by other intermediaries, the designated BRLMs shall be responsible for ensuring that these agencies fulfil their functions and enable them to discharge this responsibility through suitable agreements with our Company.

Credit Rating

As this is an Issue of Equity Shares, there is no credit rating for this Issue.

IPO Grading

This Issue has been graded by ICRA a SEBI registered credit rating agency, as 3, indicating average fundamentals. Pursuant to SEBI ICDR Regulations, the rationale/description furnished by the credit rating agency will be updated at the time of filing the Red Herring Prospectus with the RoC.

This Issue was graded by CARE a SEBI registered credit rating agency, as 3, indicating average fundamentals. The grading issued by CARE expired on May 9, 2010. CARE's IPO grading is a one time assessement and the analysis draws heavily from the information provided by the Issuer as well as information obtained from sources believed by CARE to be accurate and reliable. However CARE does not guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. CARE's IPO grading does not take cognizance of the price of the security and it is not a recommendation to buy, sell or hold shares/securities. It is also not a comment on the offer price or the listed price of the scrip. It does not imply that CARE performs an audit function or forensic excercise to detect fraud. It is also not a forecast of the future market performance and the earnings prospects of the issuer, also it does not indicate compliance/violation of various statutory requirements. CARE shall not be liable for any losses incurred by users from any use of the IPO grading.

Trustee

As this is an Issue of Equity Shares, the appointment of a trustee is not required.

Book Building Process

The Book Building Process, with reference to the Issue, refers to the process of collection of Bids on the basis of the Red Herring Prospectus within the Price Band which will be decided by the Company in consultation with the Book Running Lead Managers and advertised at least two (2) days prior to the Bid/Issue Opening Date. The Issue Price is finalised after the Bid/Issue Closing Date. The principal parties involved in the Book Building Process are:

- The Company;
- The BRLMs;
- Syndicate Member who are intermediaries registered with SEBI or registered as brokers with BSE/NSE and eligible to act as Underwriters. The Syndicate Member are appointed by the BRLMs;
- Registrar to the Issue;

- Escrow Collection Banks; and
- SCSBs.

This is an Issue of less than 25% of the post Issue Equity Share capital of our Company and is being made pursuant to the proviso to Rule 19(2)(b) (ii) of the SCRR and the SEBI ICDR Regulations through the 100% Book Building Process wherein at least 60% of the Net Issue size is required to be allotted to QIBs on a proportionate basis. Provided that, our Company may, allocate up to 30% of the QIB Portion to Anchor Investors at the Anchor Investor Issue Price on a discretionary basis, out of which at least one-third will be available for allocation to Mutual Funds only. If at least 60% of the Net Issue cannot be Allotted to QIBs, then the entire application money will be refunded forthwith. Further, not less than 10% and 30% of the Net Issue will be available for allocation on a proportionate basis to Non-Institutional Bidders and Retail Individual Bidders, respectively subject to valid Bids being received at or above the Issue Price. Under-subscription, if any, in any category, except the QIB Portion, would be allowed to be met with spill-over from any other category or combination of categories at the discretion of our Company, in consultation with the BRLMs and the Designated Stock Exchange.

In accordance with the SEBI ICDR Regulations, QIBs bidding in the Net QIB Portion are not allowed to withdraw their Bid(s) after the Bid Closing Date. Allocation to such QIBs will be on a proportionate basis. However, Anchor Investors are not allowed to withdraw their Bids after the Anchor Investor Bidding Date. In addition, allocation to the Anchor Investors will be on a discretionary basis. For further details, see "Issue Structure" on page 496.

Our Company shall comply with regulations issued by SEBI for this Issue. In this regard, our Company has appointed Enam, JPM, Kotak and UBS as the BRLMs to manage the Issue and to procure subscriptions to the Issue.

The process of Book Building under the SEBI ICDR Regulations is subject to change from time to time and the investors are advised to make their own judgment about investment through this process prior to making a Bid or application in the Issue.

Illustration of Book Building and Price Discovery Process *(Investors should note that this example is solely for illustrative purposes and is not specific to the Issue)*

Bidders can bid at any price within the price band. For instance, assume a price band of Rs. 20 to Rs. 24 per share, issue size of 3,000 equity shares and receipt of five bids from bidders, details of which are shown in the table below. A graphical representation of the consolidated demand and price would be made available at the bidding centres during the bidding period. The illustrative book below shows the demand for the shares of the issuer company at various prices and is collated from bids received from various investors.

Bid Quantity	Bid Price (Rs.)	Cumulative Quantity	Subscription
500	24	500	16.67%
1,000	23	1,500	50.00%
1,500	22	3,000	100.00%
2,000	21	5,000	166.67%
2,500	20	7,500	250.00%

The price discovery is a function of demand at various prices. The highest price at which the issuer is able to issue the desired number of shares is the price at which the book cuts off, i.e., Rs. 22 in the above example. The Issuer, in consultation with the BRLMs, will finalise the issue price at or below such cut-off price, i.e., at or below Rs. 22. All bids at or above this issue price and cut-off bids are valid bids and are considered for

allocation in the respective categories.

Steps to be taken by the Bidders for Bidding

1. Check eligibility for making a Bid (For further details see "Issue Procedure - Who Can Bid") on page 501.

2. Ensure that you have a demat account and the demat account details are correctly mentioned in the Bid cum Application Form and the ASBA Bid cum Application Form.

3. Except for Bids on behalf of the Central or State Government and the officials appointed by the courts, for Bids of all values ensure that you have mentioned your PAN allotted under the I.T. Act in the Bid cum Application Form and the ASBA Bid cum Application Form (see "Issue Procedure – Permanent Account Number or PAN" on page 519).

4. Ensure that the Bid cum Application Form is duly completed as per instructions given in this Red Herring Prospectus and in the Bid cum Application Form and the ASBA Bid cum Application Form.

5. Ensure the correctness of your demographic details (as defined in the "***Issue Procedure-Bidders Depository Account Details***" on page 513) given in the Bid cum Application Form and the ASBA Bid cum Application Form, with the details recorded with your Depository Participant.

6. Bids by QIBs (including Anchor Investors) will have to be submitted to the BRLMs.

7. Bids by ASBA Bidders will have to be submitted to the designated branches of the SCSBs. ASBA Bidders should ensure that their bank accounts have adequate credit balance at the time of submission to the SCSB to ensure that the ASBA Bid cum Application Form is not rejected.

Withdrawal of the Issue

The Company, in consultation with the BRLMs, reserves the right not to proceed with the Issue. In such an event the Company would issue a public notice in the newspapers, in which the pre-Issue advertisements were published, within two days of the Bid/ Issue Closing Date, providing reasons for not proceeding with the Issue. The Company shall also inform the same to Stock Exchanges on which the Equity Shares are proposed to be listed.

Bid/Issue Programme

Bid opens on: October 12, 2010
Bid closes on: October 14, 2010

The Company is considering participation by Anchor Investors in terms of the SEBI ICDR Regulations. Anchor Investors shall submit their Bid one day prior to the Bid Opening Date.

Bids and any revision in Bids shall be accepted only between 10 a.m. and 3 p.m. (Indian Standard Time) during the Bidding/ Issue Period as mentioned above at the bidding centres mentioned on the Bid cum Application Form. On the Bid / Issue Closing Date, the Bids (excluding the ASBA Bidders) shall be uploaded until (i) 4.00 p.m. in case of Bids by QIB Bidders, Non-Institutional Bidders and Eligible Employees bidding under the Employee Reservation Portion where the Bid Amount is in excess of Rs. 100,000 and (ii) until 5.00 p.m. or such extended time as permitted by the NSE and the BSE, in case of Bids by Retail Individual Bidders and Employees bidding under the Employee Reservation Portion, where the Bid Amount is up to Rs. 100,000. It is

clarified that the Bids not uploaded in the book would be rejected. Bids by the ASBA Bidders shall be uploaded by the SCSB in the electronic system to be provided by the NSE and the BSE. Due to limitation of time available for uploading the Bids on the Bid Closing Date, the Bidders are advised to submit their Bids one day prior to the Bid Closing Date and, in any case, no later than 3.00 p.m. (Indian Standard Time) on the Bid Closing Date. Bidders are cautioned that in the event a large number of Bids are received on the Bid Closing Date, as is typically experienced in IPOs, which may lead to some Bids not being uploaded due to lack of sufficient time to upload, such Bids that cannot be uploaded will not be considered for allocation in the Issue. If such Bids are not uploaded, the Company, the BRLMs, and the Syndicate Member shall not be responsible. Bids will be accepted only on Business Days, i.e. Monday to Friday (excluding any public holiday).

On the Bid Closing Date, extension of time will be granted by the Stock Exchanges only for uploading the Bids received by Retail Individual Bidders, after taking into account the total number of Bids received up to the closure of timings for acceptance of Bid cum Application Forms as stated herein and reported by the BRLMs to the Stock Exchanges within half an hour of such closure.

Our Company reserves the right to revise the Price Band during the Bidding Period in accordance with SEBI ICDR Regulations. The Cap Price shall not be more than 20% of the Floor Price. Subject to compliance with the immediately preceding sentence, the Floor Price can move up or down to the extent of 20% of the floor price originally disclosed in the Red Herring Prospectus and the Cap Price will be revised accordingly.

In case of revision in the Price Band, the Bidding Period will be extended for three additional Business Days after revision of the Price Band subject to the Bidding Period not exceeding 10 working days. Any revision in the Price Band and the revised Bidding Period, if applicable, will be widely disseminated by notification to the Stock Exchanges, by issuing a press release, and also by indicating the change on the web site of the BRLMs, and at the terminals of the members of the Syndicate.

Underwriting Agreement

After the determination of the Issue Price and allocation of the Equity Shares, but prior to the filing of the Prospectus with the RoC, the Company will enter into an Underwriting Agreement with the Underwriters for the Equity Shares proposed to be offered through the Issue. It is proposed that pursuant to the terms of the Underwriting Agreement, the BRLMs shall be responsible for bringing in the amount devolved in the event that the Syndicate Member do not fulfil their underwriting obligations. The underwriting shall be to the extent of the Bids uploaded by the Underwriters including through its Syndicate/Sub Syndicate. The Underwriting Agreement is dated [●]. Pursuant to the terms of the Underwriting Agreement, the obligations of the Underwriters are several and are subject to certain conditions specified therein.

The Underwriters have indicated their intention to underwrite the following number of Equity Shares:

This portion has been intentionally left blank and will be filled in before filing of the Prospectus with the RoC

(Rs. In million)

Name and Address of the Underwriter	Indicated Number of Equity Shares to be Underwritten	Amount Underwritten
Enam Securities Private Limited 801, Dalamal Towers, Nariman Point Mumbai 400 021, Maharashtra, India	[●]	[●]
J.P. Morgan India Private Limited J.P. Morgan Tower Off. C.S.T. Road Kalina, Santacruz – East Mumbai 400 098	[●]	[●]

Name and Address of the Underwriter	Indicated Number of Equity Shares to be Underwritten	Amount Underwritten
Maharashtra, India		
Kotak Mahindra Capital Company Limited First Floor, 229, Bakhtawar Nariman Point, Mumbai 400 021 Maharashtra, India	[●]	[●]
UBS Securities India Private Limited 2/F, 2 North Avenue Maker Maxity, Bandra-Kurla Complex, Bandra (E), Mumbai 400 051 Maharashtra, India	[●]	[●]

The abovementioned is indicative underwriting and this would be finalised after the pricing and actual allocation.

In the opinion of our Board of Directors (based on a certificate given by the Underwriters), the resources of the above mentioned Underwriters are sufficient to enable them to discharge their respective underwriting obligations in full. The abovementioned Underwriters are registered with SEBI under Section 12 (1) of the SEBI Act or registered as brokers with the Stock Exchange(s). Our Board of Directors, at its meeting held on [●] has accepted and entered into the Underwriting Agreement with the Underwriters.

Allocation among the Underwriters may not necessarily be in proportion to their underwriting commitments set forth in the table above. Notwithstanding the above table, the Underwriters shall be responsible for ensuring payment with respect to Equity Shares allocated to investors procured by them. In the event of any default in payment, the respective Underwriter, in addition to other obligations defined in the Underwriting Agreement, will also be required to procure subscriptions for/subscribe to Equity Shares to the extent of the defaulted amount, except in cases where the Allotment to QIB is less than 60% of the Issue, in which case the entire subscription monies will be refunded.

The underwriting arrangements mentioned above shall not apply to the subscriptions by the ASBA Bidders in this Issue.

CAPITAL STRUCTURE

Our Equity Share capital before the Issue and after giving effect to the Issue, as at the date of this Red Herring Prospectus, is set forth below:

(In Rs.)

		Aggregate Value at nominal value	Aggregate Value at Issue Price
A)	**Authorised Share Capital**		
	400,000,000 Equity Shares	4,000,000,000	[●]
B)	**Issued, subscribed and paid up share capital before the Issue**		
	262,500,000 Equity Shares	2,625,000,000	[●]
C)	**Present Issue in terms of this Red Herring Prospectus***		
	[●] Equity Shares fully paid up	[●]	[●]
D)	**Equity Capital after the Issue**		
	[●] Equity Shares fully paid up	[●]	[●]
E)	**Share premium account**		
	Before the Issue	Nil	
	After the Issue	[●]	

. *This Issue has been authorized by a resolution of our Board of Directors dated November 10, 2009 and a resolution of our shareholders in their Extraordinary General Meeting dated November 10, 2009.*

Changes in the Authorized Share Capital of our Company since Incorporation

The initial authorised share capital of our Company comprising Rs. 125,000,000 divided into 12,500,000 equity shares of Rs. 10 was increased to Rs. 4,000,000,000 divided into 400,000,000 equity shares of Rs. 10 each pursuant to a resolution of the shareholders of our Company dated September 22, 2009.

For details in change of the authorised capital of the Company, see "History and Corporate Structure" on page 159**.**

Notes to Capital Structure:

1. Share capital history of the Company

(a) Equity share capital history

Date of allotment of the Equity Shares	No. of Equity Shares	Face Value (Rs.)	Issue Price (Rs.)	Nature of Payment	Reasons for allotment	Cumulative number of Equity Shares	Cumulative Issued Capital (Rs. in million)	Cumulative Share Premium (Rs.)
June 4, 1997	12,500,000	10	10	Cash	Subscribers to Memorandum[(1)]	12,500,000	125.00	Nil
September 23, 2009	250,000,000	10	Nil	Bonus	Bonus in ratio 20:1[(2)]	262,500,000	2,625.00	Nil

(1) Allotment of 2,343,750 equity shares to the Late S. Razack, 781,250 equity shares to Rabia Razack, 2,343,750 equity shares to Irfan Razack, 2,343,750 equity shares to Rezwan Razack, 2,343,750 equity shares to Noaman Razack, 781,250 equity shares to Badrunissa Irfan, 781,250 equity shares to Almas Rezwan and 781,250 equity shares to Sameera Noaman.

(2) Allotment of 67,715,000 equity shares to Irfan Razack, 67,705,000 equity shares to Rezwan Razack, 67,705,000 equity shares to Noaman Razack, 15,625,000 equity shares to Badrunissa Irfan, 15,625,000 equity shares to Almas Rezwan and 15,625,000 equity shares to Sameera Noaman.

2. ***Promoters' Contribution and Lock-in***

All Equity Shares, which are being locked-in are not ineligible for computation of promoters' contribution under Regulation 33 of the SEBI ICDR Regulations.

(a) History of the Share Capital held by the Promoters

Date of Allotment / Transfer	No. of Equity Shares	Face Value (Rs.)	Issue/Acquisition Price (Rs.)	Nature of Consideration	Nature of Transaction
Irfan Razack					
June 4, 1997	2,343,750	10	10	Cash	Subscription to Memorandum
December 29, 2007	1,042,000	10	Nil	-	Gift of Shares from Rabia Razack
September 23, 2009	67,715,000	10	Nil	Bonus	Bonus Issue in the ratio of 20:1
September 23, 2009	(5,475,750)	10	Nil	-	Gift of Shares to Uzma Irfan
TOTAL	**65,625,000**				
Rezwan Razack					
June 4, 1997	2,343,750	10	10	Cash	Subscription to Memorandum
December 29, 2007	1,041,500	10	Nil	-	Gift of Shares from Rabia Razack
September 23, 2009	67,705,000	10	Nil	Bonus	Bonus Issue in the ratio of 20:1
September 23, 2009	(5,465,250)	10	Nil	-	Gift of Shares to Faiz Rezwan
TOTAL	**65,625,000**				
Noaman Razack					
June 4, 1997	2,343,750	10	10	Cash	Subscription to Memorandum
December 29, 2007	260,250	10	Nil	-	Gift from Rabia Razack
December 29, 2007	781,250	10	Nil	-	Gift from Rabia Razack
September 23, 2009	67,705,000	10	Nil	Bonus	Bonus Issue in the ratio of 20:1
September 23, 2009	(5,465,250)	10	Nil	-	Gift of Shares to Zaid Noaman
TOTAL	**65,625,000**				

(b) Details of Promoters contribution locked in for three years

Pursuant to Regulations 32 and 36 of the SEBI ICDR Regulations, an aggregate of 20% of the fully diluted post-Issue capital of the Company held by the Promoters shall be locked in for a period of three years from the date of Allotment of Equity Shares in the Issue.

The details of such lock-in are given below:

	Name	Date of allotment/acquisition and when made fully paid-up	Nature of allotment	Nature of consideration	No. of shares locked in*	Face value (Rs.)	Issue Price/Purchase Price (Rs.)	Percentage of post-Issue paid-up capital **
A.	Irfan Razack	September 23, 2009	Bonus Issue in the ratio of 20:1	-	[●]	10	Nil	[●]
	Sub Total (A)				[●]			[●]
B.	Rezwan Razack	September 23, 2009	Bonus Issue in the ratio of 20:1	-	[●]	10	Nil	[●]
	Sub Total (B)				[●]			[●]
C.	Noaman Razack	September 23, 2009	Bonus Issue in the ratio of 20:1	-	[●]	10	Nil	[●]
	Sub Total (C)				[●]			[●]
	TOTAL (A+B+C)				[●]			[●]

** Commencing from the date of the Allotment of the Equity shares in the Issue.*

Securities eligible for 'Promoter's contribution'

The following Equity Shares are eligible to be locked-in as Promoter's Contribution, and subsequent to determination of the Issue Price, 20% of the post-Issue equity share capital of our Company, held by our Promoters, shall be locked in as Promoter's Contribution, from the allotments or transfers mentioned hereinbelow:

Date of allotment/ transfer	Nature of allotment	Face Value (Rs.)	Acquisition Price per Equity Share (Rs.)	Nature of Consideration	Number of Equity Shares Eligible for 'lock-in'
Irfan Razack					
June 4, 1997	Subscription to Memorandum	10	10	Cash	2,343,750
December 29, 2007	Gift of Shares from Rabia Razack	10	Nil	-	1,042,000
September 23, 2009	Bonus Issue in the ratio of 20:1	10	Nil	Bonus	67,715,000
				TOTAL	**65,625,000**
Rezwan Razack					
June 4, 1997	Subscription to Memorandum	10	10	Cash	2,343,750
December 29, 2007	Gift of Shares from Rabia Razack	10	Nil	-	1,041,500
September 23, 2009	Bonus Issue in the ratio of 20:1	10	Nil	Bonus	67,705,000
				TOTAL	**65,625,000**
Noaman Razack					
June 4, 1997	Subscription to Memorandum	10	10	Cash	2,343,750
December 29, 2007	Gift from Rabia Razack	10	Nil	-	260,250
December 29, 2007	Gift from Rabia Razack	10	Nil	-	781,250
September 23, 2009	Bonus Issue in the ratio of 20:1	10	Nil	Bonus	67,705,000
				TOTAL	**65,625,000**

(c) The Promoters contribution has been brought in to the extent of not less than the specified minimum lot and from the persons defined as promoters under the SEBI ICDR Regulations.

(d) Any Equity Shares allotted to Anchor Investors in the Anchor Investor Portion shall be locked-in for a period of 30 days from the date of Allotment of Equity Shares in the Issue.

(e) In terms of Regulation 37 of the SEBI ICDR Regulations, our entire pre-Issue equity share capital held by persons other than Promoters consisting of [●] Equity Shares will be locked-in for a period of one year from the date of Allotment in this Issue except for the Promoters contribution as specified in clause 2(b) above shall be locked in for a period of three years from the date of Allotment in this Issue.

(f) In terms of Regulation 40 of the SEBI ICDR Regulations:

- the Equity Shares held by persons other than the Promoters prior to the Issue may be transferred to any other person holding the Equity Shares of our Company which are locked-in as per Regulation 37 of the SEBI ICDR Regulations, subject to continuation of the lock-in in the hands of the transferees for the remaining period and compliance with SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, as applicable.

- the Equity Shares held by the Promoters may be transferred to another Promoter and among the Promoter Group or to a new promoter or persons in control of our Company which are locked-in as per Regulation 36 of the SEBI ICDR Regulations, subject to continuation of the lock-in in the hands of the transferees for the remaining period and compliance with SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 1997, as applicable.

(g) Locked-in Equity Shares of our Company held by the Promoters can be pledged with scheduled commercial banks or public financial institutions as collateral security for loans granted by such banks or financial institutions provided that the pledge of the Equity Shares is one of the terms of the sanction of the loan. Further, the Equity Shares constituting 20% of the fully diluted post-Issue capital of the Company held by the Promoters that are locked in for a period of three years from the date of Allotment of Equity Shares in the Issue, may be pledged only if, in addition to complying with the aforesaid conditions, the loan has been granted by the banks or financial institutions for the purpose of financing one or more objects of the Issue.

3. ***The shareholding pattern of our Company***

The table below presents the shareholding pattern of the Company before the proposed Issue and as adjusted for the Issue:

Category code (I)	**Category of shareholder (II)**	**Number of shareholders (III)**	**Total number of shares (IV)**	**Number of shares held in dematerialized form (V)**	**Total shareholding as a percentage of total number of shares**		***Shares Pledged or otherwise encumbered***		***Post IPO***		***Shares Pledged or otherwise encumbered(Post-IPO***	
					As a percentage of (A+B) (VI)	**As a percentage of (A+B+C) (VII)**	***Number of shares (VIII)***	***As a percentage (IX)= (VIII)/(IV) *100***	***Number of Shares***	***As a % of (A+B+C)***	***Number of shares***	***As a percentage***
(A)	Shareholding of Promoter and Promoter Group								[●]	[●]	-	-
(1)	Indian								[●]	[●]	-	-
	(a) Individuals/ Hindu Undivided Family	9	**262,500,000**	-	-	-	-	-	[●]	[●]	-	-
	(b) Central Government/ State Governme	-	-	-	-	-	-	-	[●]	[●]	-	-

Category code (I)	Category of shareholder (II)	Number of shareholders (III)	Total number of shares (IV)	Number of shares held in dematerialized form (V)	Total shareholding as a percentage of total number of shares		Shares Pledged or otherwise encumbered		Post IPO		Shares Pledged or otherwise encumbered(Post-IPO	
					As a percentage of (A+B) (VI)	As a percentage of (A+B+C) (VII)	Number of shares (VIII)	As a percentage (IX)= (VIII)/(IV) *100	Number of Shares	As a % of (A+B+C)	Number of shares	As a percentage
	nt(s)											
	(c) Bodies Corporate	-	-	-	-	-	-	-	-	[●]	-	-
	(d) Financial Institutions/ Banks	-	-	-	-	-	-	-	[●]	[●]	-	-
	Sub-Total (A)(1)	**9**	**262,500,000**	-	-	-	-	-	[●]	[●]	-	-
(2)	Foreign						-	-	[●]	[●]	-	-
	(a) Individuals (Non-Resident Individuals/ Foreign Individuals)	-	-	-	-	-	-	-	[●]	[●]	-	-
	(b) Bodies Corporate	-	-	-	-	-	-	-	[●]	[●]	-	-
	(c) Institutions	-	-	-	-	-	-	-	[●]	[●]	-	-
	(d) Any Other (specify)	-	-	-	-	-	-	-	[●]	[●]	-	-
	Sub-Total (A)(2)	-	-	-	-	-	-	-	[●]	[●]	-	-
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)	**9**	**262,500,000**	-	-	-	-	-	[●]	[●]	-	-
(B)	Public shareholding[3]											
(1)	Institutions											
	(a) Mutual Funds/ UTI	-	-	-	-	-	-	-	[●]	[●]	-	-

Category code (I)	Category of shareholder (II)	Number of shareholders (III)	Total number of shares (IV)	Number of shares held in dematerialized form (V)	Total shareholding as a percentage of total number of shares		Shares Pledged or otherwise encumbered		Post IPO		Shares Pledged or otherwise encumbered(Post-IPO	
					As a percentage of (A+B) (VI)	As a percentage of (A+B+C) (VII)	Number of shares (VIII)	As a percentage (IX)= (VIII)/(IV) *100	Number of Shares	As a % of (A+B+C)	Number of shares	As a percentage
	(b) Financial Institutions/ Banks	-	-	-	-		-	-	[●]	[●]	-	-
	(c) Central Government/ State Government(s)	-	-	-	-	-	-	-	[●]	[●]	-	-
	(d) Venture Capital Funds	-	-	-	-	-	-	-	[●]	[●]	-	-
	(e) Insurance Companies	-	-	-	-	-	-	-	[●]	[●]	-	-
	(f) Foreign Institutional Investors	-	-	-	-	-	-	-	[●]	[●]	-	-
	(g) Foreign Venture Capital Investors	-	-	-	-	-	-	-	[●]	[●]	-	-
	(h) Any Other (specify)	-	-	-	-	-	-	-	[●]	[●]	-	-
	Sub-Total (B)(1)	-	-	-	-	-	-	-	[●]	[●]	-	-
(2)	Non-institutions	-	-	-	-		-	-	[●]	[●]	-	-
	(a) Bodies Corporate	-	-	-	-	-	-	-	[●]	[●]	-	-
	(b) Individuals - i. Individual shareholders holding nominal share capital up to	-	-	-	-	-	-	-	[●]	[●]	-	-

Category code (I)	Category of shareholder (II)	Number of shareholders (III)	Total number of shares (IV)	Number of shares held in dematerialized form (V)	Total shareholding as a percentage of total number of shares		*Shares Pledged or otherwise encumbered*		*Post IPO*		*Shares Pledged or otherwise encumbered(Post-IPO*	
					As a percentage of (A+B) (VI)	As a percentage of (A+B+C) (VII)	*Number of shares (VIII)*	*As a percentage (IX)= (VIII)/(IV) *100*	*Number of Shares*	*As a % of (A+B+C)*	*Number of shares*	*As a percentage*
	Rs. 1 lakh.											
	ii. Individual shareholders holding nominal share capital in excess of Rs. 1 lakh.											
	(c) Independent Directors	-	-	-	-	-	-	-	[●]	[●]	-	-
	Sub-Total (B)(2)	-	-	-	-	-	-	-	[●]	[●]	-	-
	Total Public Shareholding (B)= (B)(1)+(B)(2)	-	-	-	-	-	-	-	[●]	[●]	-	-
	TOTAL (A)+(B)	9	262,500,000	-	-	-	-	-	[●]	[●]	-	-
(C)	Shares held by Custodians and against which Depository Receipts have been issued	-	-	-	-	-	NA	NA	[●]	[●]	-	-
	GRAND TOTAL (A)+(B)+(C)	**9**	**262,500,000**						[●]	[●]	-	-

	Pre-Issue		Post-Issue*	
	Number of Equity Shares	**Percentage of Equity Share capital (%)**	**Number of Equity Shares**	**Percentage of Equity Share capital (%)**
Promoters				
Irfan Razack	65,625,000	25.00	[●]	[●]
Rezwan Razack	65,625,000	25.00	[●]	[●]
Noaman Razack	65,625,000	25.00	[●]	●]
Sub Total (A)	**196,875,000**	**75.00**	[●]	[●]
Promoter Group				
Badrunissa Irfan	16,406,250	6.25	[●]	[●]
Almas Rezwan	16,406,250	6.25	[●]	[●]
Sameera Noaman	16,406,250	6.25	[●]	[●]
Uzma Irfan	5,475,750	2.09	[●]	[●]
Faiz Rezwan	5,465,250	2.08	[●]	[●]
Zayd Noaman	5,465,250	2.08	[●]	[●]
Sub Total (B)	**65,625,000**	**25.00**	[●]	[●]
Promoter & Promoter Group (A+B)	**262,500,000**	100.00	[●]	[●]
Public (pursuant to the Issue) (C)	**0**	**0.00**	[●]	[●]
Total share capital (A+B+C)	**262,500,000**	**100.00**	[●]	**100.00**

For further details of Equity Shares held by our Promoters, see note one of "Capital Structure – Notes to Capital Structure" on page 34.

4. ***Equity Shares held by top ten shareholders***

(a) On the date of, and ten days prior to the date of filing this Red Herring Prospectus with SEBI:

S. No.	Name	Number of Equity Shares	Percentage of Equity Share capital (%)
1.	Irfan Razack	65,625,000	25.00
2.	Rezwan Razack	65,625,000	25.00
3.	Noaman Razack	65,625,000	25.00
4.	Badrunissa Irfan	16,406,250	6.25
5.	Almas Rezwan	16,406,250	6.25
6.	Sameera Noaman	16,406,250	6.25
7.	Uzma Irfan	5,475,750	2.09
8.	Faiz Rezwan	5,460,250	2.08
9.	Zayd Noaman	5,465,250	2.08

(b) Two years prior to the date of filing this Red Herring Prospectus with SEBI:

S. No.	Name	Number of Equity Shares	Percentage of Equity Share capital (%)
1.	Rabia Razack	3,125,000	25.00
2.	Irfan Razack	2,343,750	18.75
3.	Rezwan Razack	2,343,750	18,75
4.	Noaman Razack	2,343,750	18.75
5.	Badrunissa Irfan	781,250	6.25
6.	Almas Rezwan	781,250	6.25
7.	Sameera Noaman	781,250	6.25

5. ***Details of Transactions in Equity Shares by our Promoters and our Promoter Group***

There has been no purchase or sale of Equity Shares by Promoters, Promoter Group, our Directors and their immediate relatives during the six month period immediately preceding the date on which the Red Herring Prospectus was filed with SEBI. For details in relation to gift of shares see Note 2(a) above.

6. ***Details of Equity Shares held by our Directors, Key Management Personnel***

The table below sets forth the details of Equity Shares that are held by our Directors and Key Management Personnel:

S. No.	Name	Number of Equity Shares	Pre-Issue Equity Share Capital (%)	Post-Issue Equity Share Capital (%)
1.	Irfan Razack	65,625,000	25.00	[●]
2.	Rezwan Razack	65,625,000	25.00	[●]
3.	Uzma Irfan	5,475,750	2.09	[●]
4.	Faiz Rezwan	5,460,250	2.08	[●]

This disclosure is made in accordance with Schedule VIII - Part A of the SEBI ICDR Regulations.

7. There are no financing arrangements whereby the Promoter, the Promoter Group, the directors of the Issuer or their relatives have financed the purchase by any other person of securities of the issuer other than in the normal course of the business of the financing entity during the period of six months immediately preceding the date of filing draft offer document with the Board.

8. Neither the Company, our Promoters, Directors nor the BRLMs have entered into any buy-back, safety net and/or standby arrangements for the purchase of Equity Shares from any person.

9. Our Company has not raised any bridge loans against the proceeds of the Issue.

10. There will be no further issue of capital whether by way of issue of bonus shares, preferential allotment, rights issue or in any other manner during the period commencing from submission of this Red Herring Prospectus with SEBI until the Equity Shares to be issued pursuant to the Issue have been listed.

11. There are no outstanding warrants, options or other financial instruments or rights that may entitle any person to receive any Equity Shares in our Company.

12. Our company made a bonus issue of 250,000,000 Equity Shares to its existing shareholders in the ratio 20:1 out of its accumulated profits and free reserves on September 23, 2009. Except as disclosed above, our Company has not issued any Equity Shares out of revaluation reserves or for consideration other than cash.

13. The Equity Shares held by our Promoters are not subject to any pledge.

14. In terms of the proviso to Rule 19(2)(b) (ii) of SCRR, this being an Issue for less than 25% of the post-Issue capital, the Issue is being made through the 100% Book Building Process wherein at least 60% of the Net Issue shall be Allotted on a proportionate basis to QIBs. 5% of the QIB Portion shall be available for allocation to Mutual Funds only and the remaining QIB Portion shall be available for

allocation to all the QIB Bidders, including Mutual Funds, subject to valid Bids being received at or above the Issue Price. If at least 60% of the Net Issue cannot be Allotted to QIBs, then the entire application money will be refunded. Further, not less than 10% of the Net Issue shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not less than 30% of the Net Issue shall be available for allocation on a proportionate basis to Retail Individual Bidders, subject to valid Bids being received at or above the Issue Price.

15. Under-subscription, if any, in any category would be met with spill-over from other categories or combination of categories at the discretion of the Company in consultation with the BRLMs. Under subscription, if any, in the Employee Reservation Portion will be added back to the Net Issue. The unsubscribed portion in the Net Issue, except the QIB Portion, shall be allowed to be met from spill over to the extent of under subscription from the Employee Reservation Portion, subject to the Net Issue constituting 10% of the post Issue capital of the Company.

16. Over-subscription to the extent of 10% of the Issue can be retained for the purpose of rounding off while finalising the basis of Allotment.

17. A Bidder cannot make a Bid for more than the number of Equity Shares offered in this Issue, subject to the maximum limit of investment prescribed under relevant laws applicable to each category of investor.

18. Our Promoters and members of our Promoter Group will not participate in the Issue.

19. The Issuer presently do not intend or propose to alter our capital structure for a period of six months from the Bid/Issue Opening Date, by way of split or consolidation of the denomination of Equity Shares or further issue of Equity Shares (including issue of securities convertible into or exchangeable, directly or indirectly for Equity Shares) whether preferential or otherwise. Additionally, if our Company enters into acquisitions or joint ventures, we may, subject to necessary approvals, consider using our Equity Shares as currency for acquisitions or participation in such joint ventures we may enter into and/or we may raise additional capital to fund accelerated growth.

20. There will be only one denomination of Equity Shares unless otherwise permitted by law and the Company shall comply with such disclosure and accounting norms as may be specified by SEBI from time to time.

21. The Equity Shares will be fully paid up at the time of allotment failing which no allotment shall be made.

22. The Company, Directors, Promoters or Promoter Group shall not make any payments direct or indirect, discounts, commissions, allowances or otherwise under this Issue except as disclosed in this Red Herring Prospectus.

23. For details of our related party transactions, see "Related Party Transactions" on page 266.

24. The Issuer has 9 shareholders as of the date of this Red Herring Prospectus.

OBJECTS OF THE ISSUE

The Objects of the Issue are to:

a) Finance our Ongoing Projects and Projects Under Development;
b) Invest in our existing Subsidiaries which investment will be utilized for the construction and development of our commercial Ongoing Project, retail Ongoing and retail Projects Under Development undertaken by those Subsidiaries;
c) Finance the acquisition of land;
d) Repay certain loans of our Company; and
e) General corporate purposes.

The main objects clause of our Memorandum of Association and objects incidental to the main objects enable us to undertake our existing activities and the activities for which funds are being raised by us through this Issue.

The estimated Issue related expenditure is as follows:

S. No.	Activity Expense	Amount* (Rs. Million)	Percentage of Total Estimated Issue Expenditure*	Percentage of Issue Size*
1	Fees of the Lead Manager	[●]	[●]	[●]
2	Fees to the Bankers to Issue	[●]	[●]	[●]
3	Underwriting commission, brokerage and selling commission	[●]	[●]	[●]
4	Advertising and marketing expenses, printing and stationery, distribution, postage etc.	[●]	[●]	[●]
5	Registrar to the Issue	[●]	[●]	[●]
6	Other expenses (Grading Agency, Monitoring Agency, Legal Advisors, Auditors and other Advisors etc:)	[●]	[●]	[●]
	Total Estimated Issue Expenditure	[●]	[●]	[●]

**To be completed after finalization of the Issue Price*

The details of the proceeds of the Issue are as follows:

(Rs. In million)

S. No.	Description	Amount
1	Gross Proceeds of the Issue	[●]
2	Issue related Expenditure	[●]
3	Net Proceeds of the Issue	[●]

Use of Net Proceeds

The utilization of the Net Proceeds of this Issue is as follows:

(Rs. In million)

S.No.	Expenditure Items	Total estimated cost	Amounts deployed/utilized as on [August 31, 2010]*	Balance to be deployed as on August 31, 2010	Amount up to which will be financed from Net Proceeds of the Issue	Estimated Net Proceeds utilization as on March 31,

						2011	2012	2013
1.	Finance our Ongoing Projects and Projects under Development	5,909.00	1,620.92	4,288.08	4,288.08	1,461.70	1,268.23	1,558.15
2.	Invest in our existing Subsidiaries for the construction and development of projects	4,436.09	638.15	3,797.94	1,931.99	899.09	500.00	532.90
3.	Finance the acquisition of land	296.25	82.90	213.35	213.35	150.00	63.35	Nil
4.	Repay certain loans of our Company	2,800.00	Nil	2,800.00	2,800.00	2,800.00	Nil	Nil
5.	General Corporate purposes	[●]	[●]	[●]	[●]	[●]	[●]	[●]
	Total							

***** *As per the certificate of the M.S.B Rao & Co (membership No. 201467) dated September 14, 2010*

Means of Finance

We intend to utilize the Net Proceeds of the Issue estimated at Rs. [●] for financing the growth of our business. We propose to fund certain of our Ongoing Projects and Projects under Development completely from the Net Proceeds of the Issue. We also propose to fund three of our Subsidiaries for the purpose of undertaking the development of one of our commercial Ongoing Projects, one retail Ongoing Project and one retail Project Under Development. The funding of these projects is proposed to be made partly from the Net Proceeds of the Issue, partly from debt and partly from contributions to be made by our joint venture partners. We further propose to fund the acquisition of lands and repayment of loans from the Net Proceeds of the Issue.

Our fund requirements and deployment of the Net Proceeds of the Issue is based on internal management appraisals and estimates. These are based on current conditions and are subject to change in light of changes in external circumstances or costs, or in other financial condition, business or strategy.

In case of variations in the actual utilization of funds earmarked for the purposes set forth above, increased fund requirements for a particular purpose may be financed by surplus funds, if any, available in respect of the other purposes for which funds are being raised in this Issue. If surplus funds are unavailable, the required financing will be through our internal accruals through cash flow from our operations, advances received from customers and/or debt, as required.

We operate in highly competitive and dynamic market conditions and may have to revise our estimates from time to time on account of new projects, modifications in existing or planned developments, the initiatives we may pursue including any industry consolidation initiatives, such as potential acquisition opportunities etc. Consequently, our fund requirements may also change accordingly. Any such change in our plans may require

rescheduling of our expenditure programs, starting projects which are not currently planned, discontinuing projects currently planned and an increase or decrease in the expenditure for a particular project or land acquisition in relation to current plans, at the discretion of the management of the Company. In case of any shortfall or cost overruns, we intend to meet our estimated expenditure from our cash flow from operations and/or debt.

Details of the Objects

Finance our Ongoing Projects and Projects under Development

We are currently engaged, among others, in the construction and development of various residential, commercial, hospitality and retail projects. We intend to utilize the Net Proceeds of the Issue for three residential projects and one commercial project as part of our Ongoing Projects and Projects under Development.

We propose to utilize Rs. 4,288.08 million from the Net Proceeds to finance the above projects, as follows:

(Rs. In million)

S. No	Project Name – City	Developable Area	Year in which the project commenced/will commence	Estimated year of completion	Estimated construction and development costs	Amounts deployed as on August 31, 2010 for construction and development*	Utilization of Net Proceeds towards construction and development cost
1.	Prestige Neptune's Courtyard – Cochin	1,080,156	2007	2011	1,735.90	1,359.20	376.70
2.	Prestige White Meadows 1	1,031,860	2010	2013	2,306.60	118.90	2,187.70
3.	Prestige Royal Woods – Hyderabad	649,999	2010	2013	1,462.50	57.05	1,405.45
4.	Prestige Khoday Towers – Bangalore	259,417	2009	2011	404.00	85.77	318.23
	Total				**5,909.00**	**1,620.92**	**4,288.08**

***** *As per certificates of M.S.B Rao & Co (membership No. 201467) dated September 14, 2010*

Prestige Neptune's Courtyard

Our Company has ownership rights over land measuring approximately five acres in Cochin, Kerala, having acquired the same from Goshree Islands Development Authority through a sale deed dated March 31, 2005, on which we are developing one of our residential Ongoing Projects Prestige Neptune's Courtyard. The total Developable Area for the project is 1,080,156 sq. ft.

The estimated schedule for deployment of Rs. 376.70 million is as follows:

(Rs. In million)

Total construction development costs	Amounts deployed as on August 31, 2010*	Amount to be financed from Net Proceeds	Estimated schedule for deployment of Net Proceeds		
			March 31, 2011	March 31, 2012	March 31, 2013
1,735.90	1,359.20	376.70	376.70	Nil	Nil

*****_Amounts deployed from customer advances as per the certificate of M.S.B Rao & Co (membership No. 201467) dated September 14, 2010_

The particulars of the break up of the construction and development costs related to Prestige Neptune's Courtyard are as follows:

(Rs. In million)

S. No.	Particulars	Total Cost	Expenses already Incurred
1.	Structural Work	911.00	795.06
2.	Finishing	322.00	277.41
3.	Ancillary Services including lifts, firefighting, lighting, sanitation, electrical, plumbing etc.	394.00	211.02
4.	Consultancy/Architectural Charges	32.85	18.90
5.	Interior and Other Works	19.70	0.88
6.	Miscellaneous	56.35	55.93
	Total	**1,735.90**	**1,359.20**

Prestige White Meadows I

Our Company has ownership rights over land measuring approximately 9.16 acres in Whitefield, Bangalore, having acquired the property through various registered sale deeds dated February 14, 2006 (two deeds), February 18, 2006, August 30, 2006 and November 14, 2006. On this land, we are undertaking one of our residential Project Under Development, Prestige White Meadows I. The total Developable Area of the project is 1,031,860 sq. ft.

The estimated schedule for deployment of Rs. 2,187.70 million is as follows:

(Rs. In million)

Total construction development costs	Amounts deployed as on August 31, 2010*	Amount to be financed from Net Proceeds	Estimated schedule for deployment of Net Proceeds		
			March 31, 2011	March 31, 2012	March 31, 2013
2,306.60	118.90	2,187.70	650.00	750.00	787.70

***** *Amounts deployed from customer advances as per the certificate of M.S.B Rao & Co (membership No. 201467) dated September 14, 2010*

The particulars of the break up of the construction and development costs related to White Meadows I are as follows:

(Rs. In million)

S. No.	Particulars	Total Cost	Expenses already incurred
1.	Structural Work	1,356.65	1.54
2.	Finishing	406.39	Nil
3.	Ancillary services including lifts, firefighting, lighting, sanitation, electrical, plumbing etc.	434.19	Nil
4.	Consultancy/Architectural Charges	67.72	Nil
5.	Interior and Other Works	27.02	84.60

S. No.	Particulars	Total Cost	Expenses already incurred
6.	Miscellaneous	14.63	32.76
	Total	**2,306.60**	**118.90**

Prestige Royal Woods

We have, through a joint development agreement dated July 27, 2007 with Bilquis Hussain acquired development rights over land measuring 24.43 acres in Hyderabad, Andhra Pradesh, on which, we propose to develop residential apartments. In terms of the agreement, we are entitled to 50.0% of the constructed area in the project. The total Developable Area for the project is 649,999 sq. ft.

The estimated schedule for deployment of Rs. 1,405.45 million is as follows:

(Rs. In million)

Total construction development costs	Amounts deployed as on August 31, 2010*	Amount to be financed from Net Proceeds	Estimated schedule for deployment of Net Proceeds		
			March 31, 2011	March 31, 2012	March 31, 2013
1,462.50	57.05	1,405.45	285.00	350.00	770.45

***** *Amounts deployed from internal accruals as per the certificate of M.S.B Rao & Co (membership No. 201467) dated September 14, 2010*

The particulars of the break up of the construction and development costs related to Prestige Royal Woods are as follows:

(Rs. In million)

S. No.	Particulars	Total Cost	Expenses already incurred
1.	Structural Work	665.57	33.61
2.	Finishing	263.59	Nil
3.	Ancillary Services including lifts, firefighting, lighting, sanitation, electrical, plumbing etc.	245.72	Nil
4.	Consultancy/Architectural Charges	36.80	11.87
5.	Interior and Other Works	102.68	11.57
6.	Miscellaneous	148.14	Nil
	Total	**1,462.50**	**57.05**

Prestige Khoday Towers

Our Company has acquired development rights over land measuring 1.38 acres in Bangalore, Karnataka from Ramchandra and others under an agreement dated April 19, 2006, over which we are undertaking one of our commercial Ongoing Projects Prestige Khoday Towers. In terms of the Agreement we are entitled to 48.53 % of the constructed area in the project. The total Developable Area for the project is 259,417 sq. ft.

The estimated schedule for deployment of Rs. 318.23 million is as follows:

(Rs. In million)

Total construction development costs	Amounts deployed as on August 31, 2010]*	Amount to be financed from Net Proceeds	Estimated schedule for deployment of Net Proceeds		
			March 31, 2011	March 31, 2012	March 31, 2013
404.00	85.77	318.23	150.00	168.23	Nil

***** *Amounts deployed from customer advances as per the certificate of M.S.B Rao & Co (membership No. 201467) dated September 14, 2010*

The particulars of the break up of the construction and development costs related to Prestige Khoday Towers are as follows:

(Rs. In million)

S. No.	Particulars	Total Cost	Expenses already incurred
1.	Structural Work	251.93	63.22
2.	Finishing	60.26	6.26
3.	Ancillary Services including lifts, firefighting, lighting, sanitation, electrical, plumbing etc.	49.02	Nil
4.	Consultancy/Architectural Charges	6.43	5.21
5.	Interior and Other Works	12.85	8.99
6.	Miscellaneous	23.51	2.09
	Total	**404.00**	**85.77**

Means of Finance

We propose to finance the balance construction and development costs to be incurred for the projects from the Net Proceeds of this Issue.

Investment in our existing Subsidiaries for the construction and development of projects

We are currently engaged, among others, in the construction and development of one commercial and two retail projects as part of our Ongoing Projects and Projects Under Development through our Subsidiaries Prestige Construction Ventures Private Limited, Prestige Mangalore Retail Ventures Private Limited and Prestige Shantiniketan Leisures Private Limited respectively. We intend to utilize the proceeds of the Net Proceeds of the Issue to invest in our Subsidiaries which investment will be utilized for the construction and development costs of the projects.

We propose to utilize Rs. 1,931.99 million from the Net Proceeds to finance the above projects, as follows:

(Rs. In million)

S. No	Particulars	Total Amount to be utilized from Net Proceeds
1.	**Prestige Construction Ventures Private Limited**	258.05
	Construction of our commercial Ongoing Project – Prestige Polygon	
2.	**Prestige Mangalore Retail Ventures Private Limited**	341.04
	Construction of our retail Ongoing Project – Forum Mall, Mangalore	
3.	**Prestige Shantiniketan Leisures Private Limited**	1,332.90
	Construction of our retail Projects Under Development	
	Total	**1,931.99**

Investment in Prestige Construction Ventures Private Limited

Prestige Construction Ventures Private Limited, a company incorporated in 2007 under the Act is a Subsidiary of our Company wherein our Company holds 60.00% of the equity share capital. Our Company intends to invest Rs. 258.05 million of the Net Proceeds as equity capital, which in turn is proposed to be utilized towards the construction and development costs for our commercial Ongoing Project, Prestige Polygon.

A subscription cum shareholders agreement was executed amongst UIOF, our Company and Prestige Construction Ventures Private Limited on January 18, 2008 whereby it was agreed that all costs towards funding the construction and development of Prestige Polygon would be undertaken by our Company and UIOF in the ratio of 60:40. For further details see "Our Subsidiaries" on page 159.

Prestige Construction Ventures Private Limited owns land measuring 2.87 acres in Chennai over which the project is being undertaken. The project commenced in January, 2008 and is expected to be completed in March, 2011. The total Developable Area is 659,499 sq. ft.

The estimated schedule for deployment of Rs. 258.05 million is as follows:

(Rs. In million)

Total construction development costs	Amounts deployed as on August 31, 2010*	Amount to be financed from Net Proceeds	Estimated schedule for deployment of Net Proceeds		
			March 31, 2011	March 31, 2012	March 31, 2013
1,496.59	538.27	258.05	258.05	Nil	Nil

** Amounts deployed from customer advances and capital infusion by shareholders as per the certificate of M.S.B Rao & Co (membership No. 201467) dated September 14, 2010*

The particulars of the break up of the development and construction costs related to Prestige Polygon are as follows:

(Rs. In million)

S. No.	Particulars	Total Cost	Expenses already incurred
1.	Structural Work	802.53	462.27
2.	Finishing	188.32	23.23
3.	Ancillary services including lifts, firefighting, lighting, sanitation, electrical, plumbing etc.	403.74	Nil
4.	Consultancy/Architectural Charges	45.17	43.21
5.	Interior and Other Works	Nil	Nil
6.	Miscellaneous	56.83	9.56
	Total	**1,496.59**	538.27

Means of Finance

The total funds required for the development and construction of Prestige Polygon is Rs. 1,496.59 million. Of this, the Company proposes to invest Rs. 258.05 million which will be financed through the Net Proceeds. Our joint venture partner, in terms of the subscription and shareholders agreement proposes to invest Rs. 200.00 million. The balance Rs. 700.27 million is proposed to be raised through debt and advances from the sale of space in the project. No dividends are assured. We will remain interested in Prestige Construction Ventures Private Limited to the extent of our shareholding.

75% of the stated means of finance, excluding Net proceeds have been arranged for by way of credit facilities amounting to Rs. 683.50 million granted by the State Bank of India *vide* sanction letter dated March 16, 2009.

Investment in Prestige Mangalore Retail Ventures Private Limited

Prestige Mangalore Retail Ventures Private Limited, a company incorporated in 2007 under the Act is a Subsidiary of our Company wherein our Company holds 50.38% of the equity share capital. Our Company intends to invest Rs. 341.04 million of the Net Proceeds as equity capital, which in turn is proposed to be utilized towards the construction and development costs for our retail Ongoing Project, Forum Mangalore Mall.

A joint venture agreement was executed amongst our Company, CapitaRetail Mangalore Mall (Mauritius) Limited, an SPV of CapitaLand Retail and Prestige Mangalore Retail Ventures Private Limited on January 16, 2008 whereby it was agreed that all costs towards funding the construction and development of Forum Mangalore Mall would be undertaken by our Company and CapitaRetail Mangalore in the ratio of 51:49. For details see "Our Subsidiaries" on page 159.

The underlying land for the project measuring 5.74 acres is located at Mangalore. The construction of the project commenced in January 2008 and is expected to be completed in June, 2012. The total Developable Area for the project is 759,954 sq. ft.

The estimated schedule for deployment of Rs. 341.04 million is as follows:

(Rs. In million)

Total construction & development costs	Amounts deployed as on August 31, 2010*	Amount to be financed from Net Proceeds	Estimated schedule for deployment of Net Proceeds		
			March 31, 2011	March 31, 2012	March 31, 2013
1,600.00	93.28	341.04	341.04	Nil	Nil

**Amounts deployed from capital infusion by shareholders as per the certificate of M.S.B Rao & Co (membership No. 201467) dated September 14, 2010*

The particulars of the break up of the construction and development costs related to Forum Mangalore Mall are as follows:

(Rs. In million)

S. No.	Particulars	Total Cost	Expenses already incurred
1.	Structural Work	855.80	73.68
2.	Finishing	313.95	Nil
3.	Ancillary Services including lifts, firefighting, lighting, sanitation, electrical, plumbing etc.	258.37	Nil
4.	Consultancy/Architectural Charges	17.11	13.70
5.	Interior and Other Works	128.37	5.90
6.	Miscellaneous	26.40	Nil
	Total	**1,600.00**	**93.28**

Means of Finance

The total funds required for the development and construction of Forum Mangalore Mall is Rs. 1,600.00 million. Of this, the Company proposes to invest Rs. 341.04 million and the joint venture partner will invest Rs. 670.00 million. The balance of the development and construction cost is proposed to be raised through debt. No dividends are assured. We will remain interested in Mangalore Retail Ventures Private Limited to the extent of our shareholding.

75% of the stated means of finance, excluding Net proceeds have been arranged by way of a consortium loan granted by a Facility Agreement for Consortium Term Loan dated November 30, 2009 entered into between Mangalore Retail Ventures Private Limited, State Bank of Mysore, Bank of Baroda and State Bank of Indore for Rs. 540 million.

Investment in Prestige Shantiniketan Leisures Private Limited

Prestige Shantiniketan Leisures Private Limited, a company incorporated under the Act is a Subsidiary of our Company wherein our Company holds 98.41% of the equity share capital. Our Company intends to invest Rs. 1,332.9 million of the Net Proceeds as equity capital, which in turn is proposed to be utilized towards the construction and development costs for our Project under Development, Forum Shantiniketan Mall.

Prestige Shantiniketan Leisures Private Limited and our Company have entered into a joint development agreement with Chaitanya Properties Private Limited dated July 2, 2008 whereby Prestige Shantiniketan Leisures Private Limited has undertaken the development of a shopping mall with cineplex on property

measuring 5.33 acres owned by the latter, located at Whitefield, Bangalore. The project is expected to commence in June 2010 and is expected to be completed in November 2012. The total Developable Area is 1,055,360 sq. ft.

The estimated schedule for deployment of Rs. 1,332.90 million is as follows:

(Rs. In million)

Total construction development costs	Amounts deployed as on August 31, 2010	Amount to be financed from Net Proceeds	Estimated schedule for deployment of Net Proceeds		
			March 31, 2011	March 31, 2012	March 31, 2013
1,339.50	6.60	1,332.90	300.00	500.00	532.90

The particulars of the break up of the construction and development costs related to Forum Shantiniketan Mall are as follows:

(Rs. In million)

S. No.	Particulars	Total Cost	Expenses already incurred
1.	Structural Work	736.41	Nil
2.	Finishing	200.45	Nil
3.	Ancillary services including lifts, firefighting, lighting, sanitation, electrical, plumbing etc.	133.82	Nil
4.	Consultancy/Architectural Charges	66.56	5.99
5.	Interior and Other Works	133.95	Nil
6	Miscellaneous	68.31	0.61
	Total	**1,339.50**	**6.60**

Means of Finance

We propose to finance the entire construction and development costs of the projects from the Net Proceeds of this Issue.

Finance the acquisition of land

We are engaged in the business of real estate development, including residential, commercial and hospitality projects, and intend to diversify the portfolio of projects undertaken by us. We intend to utilize a part of the Net Proceeds of the Issue to finance land acquisition expenditure.

We propose to acquire lands in Bangalore and Goa aggregating 78.61 acres, for which we are required to pay an amount of Rs. 214.35 million, of which we are required to pay an amount of Rs. 150.00 million by Fiscal 2011. These lands are at various stages of acquisition and details in respect of such lands are as set forth below:

(Rs. In million)

S. No	Location	Land Area in Acres	Total Cost of Land	Amount paid as on August 31, 2010*	Amount paid as percentage of Total Cost of Land (%)	Amount payable as on August 31, 2010	Amount to be utilized from Net Proceeds	Details of documentation
1.	Nallura Halli (Prestige Bougainvilla	4.48	123.75	54.00	43.64	69.75	69.75	Agreement to Sell dated September 16, 2005

	II)– Bangalore							
2.	Goa	74.13	172.50	28.90	16.75	143.60	143.60	Assignment Agreement dated July 8, 2006 and MoU July 11, 2006
	Total	**78.61**	**296.25**	**82.90**	**N.A**	**213.35**	**213.35**	**N.A**

***Amounts deployed from internal accruals and capital infusion by shareholders as per the certificate of M.S.B Rao & Co (membership No. 201467) dated September 14, 2010*

Nallurhalli (Prestige Bougainvilla II), Bangalore

Our Company has entered into an agreement to sell dated September 16, 2005 with Stella Subbaiah and others for the acquisition of approximately 4.48 acres of land in Nallurhalli (Prestige Bougainvilla II), Bangalore. Three out of the four joint owners of these lands have executed the agreement to sell in our favour and we expect to consummate the transaction with the remaining owner shortly. We intend to develop a residential project on the land and have finalized the internal designs and plan for the same.

Goa Lands, Goa

Eden Investments, a partnership firm in which our Company holds 40.0%, through an Assignment Agreement dated July 8, 2006 has been assigned all the rights of the erstwhile agreement holders who had entered into an agreement to sell with Aparna Deshprabhu, the owner of approximately 74.13 acres of land in Chopdem, Goa which is proposed to be acquired. We intend to develop a residential project on these lands.

We have entered into an MoU dated July 11, 2006 with Eden Investments whereby Eden Investments has agreed to enter into a joint development agreement with our Company to develop the aforesaid land. We are entitled to 65% of the super built up area in the project to be developed on the lands pursuant to the said joint development agreement.

None of the above lands are proposed to be purchased from our Promoters. Further, none of the Promoters/Directors are interested in the entities from whom we propose to purchase the above lands. No specific approvals are required for the acquisition of the above lands.

Repayment of loans

The Company has entered into various financing arrangements with banks, financial institutions, and other corporate entities. Arrangements entered into by the Company, includes borrowings in the form of secured loans, term loans and unsecured loans. As on September 15, 2010 the total amount of loan outstanding was Rs. 13,733.54 million.

The Company intends to utilize the proceeds of the issue up to Rs. 2,800.00 million towards repayment of a portion of debt as given below. Some of the Company's financing arrangements contain provisions relating to prepayment penalty. The Company will take these provisions into considerations in pre-paying its debt from the proceeds of the Issue:

(Rs. In millions)

S. No.	Secured Loans	Amount outstanding as on September 15, 2010	Pre-payment penalty
1.	Housing	4,774.62	Pre-payment penalty applicable as per the current

	Development Finance Corporation Limited		policy of the institution at the time of pre-payment
2.	Indian Overseas Bank	315.88	Prepayment will attract 2% prepayment charges for the principal amount prepaid for the unexpired tenor of the outstanding loan.
3.	LIC Housing Finance Limited	757.19	Prepayment penalty applicable at the rate of 2% of the principle amount pre-paid
4.	IFCI Limited	750.00	Prepayment charges will be levied @ 2% of the principal amount prepaid
5.	Andhra Bank	750.00	Prepayment charges will be levied @ 1% of the principal amount prepaid unless repaid out of the internal accruals of the Project Shantiniketan and serving 30 days notice.
6.	ICICI Bank Limited	1,186.50	No prepayment charges provided company gives 4 days prior notice to the bank.
7.	Jammu & Kashmir Bank	750.00	Prepayment charges will be levied @ 1% of the principal amount prepaid unless repaid out of the internal accruals of the Project Shantiniketan and serving 30 days notice.
8.	Lakshmi Vilas Bank	500.01	No prepayment charges.
9.	Punjab National Bank	901.03	Prepayment charges @ 1% of the prepaid amount in case if debt swap. No prepayment charges in case payment from internal accruals
10.	State Bank of Hyderabad	750.00	No prepayment charges.
11.	State Bank of Mysore	40.25	No prepayment charges.
12.	State Bank of Travancore	80.53	Prepayment charges will be levied @ 1% of the principal amount prepaid unless repaid out of the internal accruals of the Project Hilton or serving 30 days notice.
13.	United Bank of India	750.00	Prepayment charges @ 1% of the prepaid amount
14.	Yes Bank Limited	1,250.00	No prepayment charges.
15.	The Federal Bank Limited	177.53	Prepayment charges @ 1% of the prepaid amount
	Total	**13,733.54**	

For more information, see "Financial Indebtedness" on page 403.

General Corporate purposes

We, in accordance with the policies of our Board, will have flexibility in applying the remaining Net Proceeds of this Issue, for general corporate purposes including acquisition of land, construction and development of projects, acquisition of fixed assets, investment in our Subsidiaries and Associates, repayment of debt or prepayment of penalties, strategic initiatives and acquisitions, brand building exercises and the strengthening of our marketing capabilities.

Our management, in response to the competitive and dynamic nature of the industry, will have the discretion to revise its business plan from time to time and consequently our funding requirement and deployment of funds may also change. This may also include rescheduling the proposed utilization of Net Proceeds and increasing or

decreasing expenditure for a particular object vis-à-vis the utilization of Net Proceeds. In case of a shortfall in the Net Proceeds, our management may explore a range of options including utilizing our internal accruals or seeking debt from future lenders. Our management expects that such alternate arrangements would be available to fund any such shortfall. Our management, in accordance with the policies of our Board, will have flexibility in utilizing the proceeds earmarked for general corporate purposes.

Working Capital Requirement

The Net Proceeds of this Issue will not be used to meet our working capital requirements as we expect sufficient internal accruals to meet our existing working capital requirements. However to meet the future working capital requirements, if need be, we may avail additional bank finance.

Interim Use of Funds

Our management, in accordance with the policies established by our Board of Directors from time to time, will have flexibility in deploying the Net Proceeds. Pending utilization for the purposes described above, we intend to invest the funds in high quality interest bearing liquid instruments including money market mutual funds, deposits with banks, for the necessary duration. Such investments will be approved by the Board or its committee from time to time, in accordance with its investment policies.

Monitoring Utilization of Funds from Issue

The Company has appointed IFCI Limited as the Monitoring Agency in relation to the Issue. The Board and IFCI Limited will monitor the utilization of the proceeds of the Issue. The Company will disclose the utilization of the proceeds of the Issue under a separate head along with details, for all such proceeds of the Issue that have not been utilized. The Company will indicate investments, if any, of unutilized proceeds of the Issue in the balance sheet of the Company for the relevant Financial Years subsequent to the listing.

Pursuant to clause 49 of the Listing Agreement, the Company shall on a quarterly basis disclose to the Audit Committee the uses and applications of the proceeds of the Issue. On an annual basis, the Company shall prepare a statement of funds utilised for purposes other than those stated in this Red Herring Prospectus and place it before the Audit Committee. Such disclosure shall be made only until such time that all the proceeds of the Issue have been utilised in full. The statement will be certified by the statutory auditors of the Company. In addition, the report submitted by the Monitoring Agency will be placed before the Audit Committee of the Company, so as to enable the Audit Committee to make appropriate recommendations to the Board of Directors of the Company.

The Company shall be required to inform material deviations in the utilisation of Issue proceeds to the stock exchanges and shall also be required to simultaneously make the material deviations/adverse comments of the Audit committee/Monitoring Agency public through advertisement in newspapers.

Except as stated above, no part of the proceeds from the Issue will be paid by the Company as consideration to its Promoters, Directors, Group Entities, Other Development Entities or key managerial employees, except in the normal course of its business.

BASIS FOR ISSUE PRICE

The Issue Price of Rs. [●] will be determined by our Company in consultation with the BRLMs, on the basis of assessment of market demand from the investors for the offered Equity Shares by way of Book Building Process. The face value of the Equity Shares is Rs. 10 and the Issue Price is [●] times the face value at the lower end of the Price Band and [●] times the face value at the higher end of the Price Band.

Qualitative Factors

Some of the qualitative factors which form the basis for computing the prices are:

- Strong execution track record and capability
- Diversified portfolio of real estate projects
- Strong brand name
- Experienced management team
- Partnership with CRIDF
- Strong client base

For further details, refer to "Our Business" and "Risk Factors" on pages 87 and 15 respectively.

Quantitative Factors

Information presented in this section is derived from our restated consolidated audited financial statements prepared in accordance with Indian GAAP.

Some of the quantitative factors which may form the basis for computing the Issue Price are as follows:

- **Basic and Diluted Earnings Per Share ("EPS")**

As per our restated consolidated audited financial statements

Basic EPS:

Particulars	Earning Per Share (Face Value Rs. 10 per share)	
		Weight
Year ended March 31, 2008	2.57	1
Year ended March 31, 2009	2.95	2
Year ended March 31, 2010	5.53	3
Weighted Average	**4.18**	
3 months ended June 30, 2010	0.54*	

** Not Annualised*

Diluted EPS:

Particulars	Earning Per Share (Face Value Rs. 10 per share)	
		Weight
Year ended March 31, 2008	2.57	1
Year ended March 31, 2009	2.95	2
Year ended March 31, 2010	5.53	3

Weighted Average	**4.18**
3 months ended June 30, 2010	**0.54***

Note: EPS calculations have been done in accordance with Accounting Standard 20-"Earning per share" issued by the Institute of Chartered Accountants of India
**Not Annualised.*

As per our restated unconsolidated audited financial statements

Basic EPS:

Particulars	Earning Per Share (Face Value Rs. 10 per share)	
		Weight
Year ended March 31, 2008	2.32	1
Year ended March 31, 2009	2.90	2
Year ended March 31, 2010	5.32	3
Weighted Average	**4.01**	
3 months ended June 30, 2010	**0.95***	

**Not Annualised.*

Diluted EPS:

Particulars	Earning Per Share (Face Value Rs. 10 per share)	
		Weight
Year ended March 31, 2008	2.32	1
Year ended March 31, 2009	2.90	2
Year ended March 31, 2010	5.32	3
Weighted Average	**4.01**	
3 months ended June 30, 2010	**0.95***	

Note: EPS calculations have been done in accordance with Accounting Standard 20-"Earning per share" issued by the Institute of Chartered Accountants of India
**Not Annualised.*

- **Price Earning Ratio (P/E) in relation to the Issue Price of Rs. [●] per share**
  - P/E ratio in relation to the Floor Price: [●] times
  - P/E ratio in relation to the Cap Price: [●] times
  - P/E based on the EPS as per our restated consolidated financial statements for the year ended March 31, 2010: [●] times
  - P/E based on the EPS as per our restated unconsolidated financial statements for the year ended March 31, 2010: [●] times
  - P/E ratio based on Weighted average EPS: [●] times

  - Peer Group P/E*:
    a. Highest: 272.4
    b. Lowest: 4.8
    c. Industry Composite: 26.0

***Source**: Capital Markets Vol XXV/15 dated September 20, 2010 to October 3, 2010 (Industry –Construction).*

Peer Group includes Sobha Developers Limited ("Sobha") and Puravankara Projects Limited ("Puravankara").

- **Return on Average Net Worth (RoNW) as per restated Indian GAAP financials**

RoNW:

As per our restated consolidated audited financial statements

Particulars	RONW %	Weight
Year ended March 31, 2008	13.60	1
Year ended March 31, 2009	12.66	2
Year ended March 31, 2010	19.02	3
Weighted Average	16.00	
3 months ended June 30, 2010	**1.84***	

**Not Annualised.*

As per our restated unconsolidated audited financial statements

Particulars	RONW %	Weight
Year ended March 31, 2008	16	1
Year ended March 31, 2009	16	2
Year ended March 31, 2010	22	3
Weighted Average	19	
3 months ended June 30, 2010	**4***	

**Not Annualised.*

Minimum Return on Increased Net Worth required for maintaining pre-issue EPS is [●].

- **Net Asset Value Per Share***

  - Net Asset Value per Equity Share as of March 31, 2010 is Rs. 29.10*.
  - After the Issue: [●]
  - Issue Price: Rs. [●] #

  ***** *Net Asset Value per Equity Share represents networth, as restated, divided by the number of Equity Shares outstanding at the end of the period. The NAV is pre-bonus*

  # *Issue Price will be determined on the conclusion of the Book Building Process.*

- **Comparison with Industry Peers**

Fiscal 2009	EPS (Rs.)	NAV (per share)(Rs.)	P/E	RONW (%) f
Prestige Estates Projects Limited-Consolidated	4.18	29.10	[●]	19.02
Prestige Estates Projects Limited-Unconsolidated	5.32	23.91	[●]	22.00
Peer Group[(1)]				
Sobha	13.5	174.2	27.9	9.6
Purvankara	6.2	66.7	19.0	10.0

Note: The EPS, RONW and NAV figures for Prestige Estates Projects Limited are based on the restated audited consolidated and restated audited unconsolidated results for the year ended March 31, 2010.

[(1)]***Source****: Capital Markets Vol XXV/15 dated September 20, 2010 to October 3, 2010 (Industry –Construction).*

Note: The EPS, RONW and NAV figures for the peer group are based on the latest audited results (standalone) for the year ended March 31, 2010 and P/E is computed based on the market price as on September 13, 2010 and EPS for the year ended March 31, 2010 as reported in Capital Markets, Volume XXV/15 dated September 20, 2010 – October 3, 2010 (Industry-Construction).

Since the Issue is being made through the 100% Book Building Process, the Issue Price will be determined on the basis of investor demand.

The face value of our Equity Shares is Rs. 10 each and the Issue Price is [●] times of the face value of our Equity Shares.

The Issue Price of Rs. [●] has been determined by us, in consultation with the BRLMs on the basis of the demand from investors for the Equity Shares through the Book-Building Process and is justified based on the above accounting ratios. For further details, see the "*Risk Factors*" on page 15 and the financials of the Company including important profitability and return ratios, as set out in the "*Financial Statements*" on page 212 to have a more informed view. The trading price of the Equity shares of the company could decline due to the factors mentioned in "*Risk Factors*" and you may lose all or part of your investments.

STATEMENT OF TAX BENEFITS

STATEMENT OF POSSIBLE TAX BENEFITS AVAILABLE TO PRESTIGE ESTATES PROJECTS LIMITED AND TO ITS SHAREHOLDERS

UNDER THE INCOME TAX ACT, 1961 (the IT Act)

The Board of Directors
Prestige Estates Projects Limited
Bangalore

Dear Sirs,

Re: Opinion on possible Direct Tax Benefits

We hereby report that the enclosed annexure state the possible general tax benefits available to Prestige Estates Projects Limited (the "Company") and its shareholders under the current tax laws in India. Several of these benefits are dependent on the Company or its shareholders fulfilling the conditions prescribed under the relevant tax laws. Hence, the ability of the Company or its shareholders to derive the tax benefits is dependent upon fulfilling such conditions which, based on business imperatives the Company faces in the future, the Company may or may not choose to fulfill.

The benefits discussed in the annexure are not exhaustive. This statement is only intended to provide general information to the investors and is neither designed nor intended to be a substitute for professional tax advice. In view of the individual nature of the tax consequences and the changing tax laws, each investor is advised to consult their own tax consultant with respect to the specific tax implications arising out of their participation in the issue.

We do not express any opinion or provide any assurance whether:

- the Company or its shareholders will continue to obtain these benefits in future; or
- the conditions prescribed for availing the benefits have been or would be met with.

The contents of this annexure are based on information, explanations and representations obtained from the Company and on the basis of our understanding of the business activities and operations of the Company.

Our views expressed herein are based on the facts and assumptions indicated by you .No assurance is given that the revenue authorities/courts will concur with the views expressed herein. Our views are based on the existing provisions of law and its interpretation, which are subject to change from time to time. We do not assume responsibility to update the views consequent to such changes. We shall not be liable to Prestige Estates Projects Limited for any claims, liabilities or expenses relating to this assignment except to the extent of fees relating to this assignment, as finally judicially determined to have resulted primarily from bad faith or intentional misconduct.

The Direct Taxes Code ('Code') has been presented in the Parliament for approval and once approved would be enacted as a law effective from April 1, 2012. We are unable to express any opinion on the effect of the same on the shareholders as the Code has not yet been approved.

for Deloitte Haskins & Sells
Chartered Accountants
Regn. No.: 008072S

S. Ganesh
Partner
M. No: 204108

Place : Bangalore
Date : September 16, 2010

STATEMENT OF POSSIBLE TAX BENEFITS AVAILABLE TO PRESTIGE ESTATES PROJECTS LIMITED AND TO ITS SHAREHOLDERS

UNDER THE INCOME TAX ACT, 1961 (the IT Act)

Prestige Estates Projects Limited (herein referred to as 'PEPL') is an Indian Company, subject to tax in India. PEPL is taxed on its profits. Profits are computed after allowing all reasonable business expenditure including depreciation.

Considering the activities and the business of PEPL, the following benefits may be available to PEPL.

I. SPECIAL TAX BENEFITS AVAILABLE TO THE COMPANY

In accordance with and subject to the conditions specified under Section 80-IB (10) of the IT Act, the Company is eligible for 100 percent deduction of the profits derived from development and building of housing projects approved before 31 March, 2008, by a local authority.

II. SPECIAL TAX BENEFITS AVAILABLE TO THE SHAREHOLDERS

There are no special tax benefits available to the shareholders

III. GENERAL TAX BENEFITS AVAILABLE TO THE COMPANY

1 Subject to Compliance of certain conditions laid down in Section 32 of the IT Act the Company will be entitled to a deduction for depreciation in respect of tangible assets and intangible assets being in the nature of know-how, patents, copyrights, trademarks, licenses, franchises or any other business or commercial rights of similar nature acquired on or after 1st day of April, 1998 at the rates prescribed under the Income Tax Rules, 1962;

2 Under section 24(a) of the IT Act, the Company is eligible for deduction of thirty percent of the annual value of the property (i.e. actual rent received or receivable on the property or any part of the property which is let out).

3 Under section 24(b) of the IT Act, where the property has been acquired, constructed, repaired, renewed or reconstructed with borrowed capital, the amount of interest payable on such capital shall be allowed as a deduction in computing the income from house property. In respect of property acquired or constructed with borrowed capital, the amount of interest payable for the period prior to the year in which the property has been acquired or constructed shall be allowed as deduction in computing the income from house property in 5 equal installments beginning with the year of acquisition or construction.

4 Under section 80-IA of the IT Act, 100 percent of profits is deductible for 10 years commencing from the initial assessment year in case of an undertaking which develops, develops and operates or maintains and operates an industrial park or special economic zone (from assessment year 2002-03) notified for this purpose in accordance with any scheme framed and notified by the Central Government. In case of an industrial park, the deduction is available for the period beginning on April 1, 1997 and ending on March 31, 2011 and in case of special economic zones, the deduction is

available for the period beginning on April 1, 2001 and ending on March 31, 2006. Subsequent to March 31, 2006, in the case of Special Economic Zones, 100 percent of the profit is deductible for the balance number of years (out of 10 years) under section 80IAB of the Act.

5 Under section 80-IAB of the IT Act, 100 percent of profits is deductible for 10 years in case of an undertaking or an enterprise from any business of developing a Special Economic Zone, notified on or after the 1st day of April, 2005 under the Special Economic Zones Act, 2005.

6 The company will be entitled to amortize preliminary expenses being the expenditure incurred on public issue of shares, under Section 35D(2)(c)(iv) of the Act, subject to the limit specified in Section 35D(3).

7 Under section 35DD of the I.T. Act, for any expenditure incurred wholly and exclusively for the purposes of amalgamation or demerger, the Company is eligible for deduction of an amount equal to one-fifth of such expenditure for each of the five successive years beginning with the year in which amalgamation or demerger takes place.

8 The Company will be entitled to claim expenditure incurred in respect of voluntary retirement scheme under scheme 35DDA of the I.T. Act in five equal annual installments.

9 In case the income tax payable under the normal provisions of the IT Act is less than 15% of the book profits of the Company, then such book profit would be deemed to be the total income of the Company for that year and minimum alternate tax (MAT) payable on such total income would be at the rate of 15% plus applicable surcharge and education cess.

10 Under Section 115JAA(1A) of the Act, credit is allowed in respect of any MAT paid under Section 115JB of the Act for any assessment year[1] commencing on or after April 1, 2006. Tax credit eligible to be carried forward will be the difference between MAT paid and the tax computed as per the normal provisions of the Act for that assessment year. Such MAT credit is allowed to be carried forward for set off purposes for up to 10 years succeeding the year in which the MAT credit is allowed.

Dividend Income

1 As per the provisions of Section 10(34) of the IT Act, any income by way of dividends referred to in Section 115 – O (i.e. dividends declared, distributed or paid on or after 1 April, 2003) received from domestic company is exempt from income-tax.

2 As per Section 10(35) of the Act, the following income will be exempt in the hands of the Company:

a. Income received in respect of the units of a Mutual Fund specified under clause (23D) of Section 10; or
b. Income received in respect of units from the Administrator of the specified undertaking; or
c. Income received in respect of units from the specified company:

[1] Assessment year means the period of twelve months commencing on the 1st day of April every year succeeding the financial year.

However, this exemption does not apply to any income arising from transfer of such units by the unit holder.

For this purpose (i) "Administrator" means the Administrator as referred to in Section 2(a) of the Unit Trust of India (Transfer of Undertaking and Repeal) Act, 2002 and (ii) "Specified Company" means a Company as referred to in Section 2(h) of the said Act.

Capital Gains

1 Under Section 10 (33) of the Income Tax Act, 1961, any income arising from the transfer of a capital asset, being a unit of the Unit Scheme, 1964 referred to in Schedule I to the Unit Trust of India (Transfer of Undertaking and Repeal) Act, 2002 (58 of 2002) and where the transfer of such asset takes place on or after the 1st day of April 2002 is exempt.

2 As per Section 10(38) of the Act, Long term capital gains arising to the company on transfer of long term capital asset being an equity share in a company or a unit of an equity oriented fund will be exempt in the hands of the Company, provided such transaction is chargeable to securities transaction tax.

For this purpose, "Equity Oriented Fund" means a fund –

a. where the investible funds are invested by way of equity shares in domestic companies to the extent of more than sixty five percent of the total proceeds of such funds; and
b. which has been set up under a scheme of a Mutual Fund specified under Section 10(23D) of the Act.

The Long Term Capital gains exempt under Section 10(38) would be liable to book profit tax under Section 115JB of the Act.

3 As per Section 54EC of the Act and subject to the conditions and to the extent specified therein, long-term capital gains (in cases not covered under Section 10(38) of the Act) arising on the transfer of a long-term capital asset will be exempt from capital gains tax if the capital gains are invested in a "long term specified asset" within a period of 6 months after the date of such transfer. If only part of the capital gain is so reinvested, exemption available shall be in the same proportion as the cost of long term specified assets bears to the whole of the capital gain. However, if the assessee transfers or converts the long term specified asset into money within a period of three years from the date of its acquisition, the amount of capital gains exempted earlier would become chargeable to tax as long-term capital gains in the year in which the long term specified asset is transferred or converted into money.

"Long term specified asset" for the purpose of making investment under Section 54EC of the Act, means any bond, redeemable after three years and issued on or after the 1st day of April 2007:

a. by the National Highways Authority of India constituted under Section 3 of the National Highways Authority of India Act, 1988 or;
b. by the Rural Electrification Corporation Limited, a company formed and registered under the Companies Act, 1956.

The investment in the Long Term Specified Asset made by the Company on or after April 1, 2007 during the financial year should not exceed 50 lakhs rupees.

4 As per Section 111A of the Act, short term capital gains arising to the Company from the sale of equity share or a unit of an equity oriented fund transacted through a recognized stock exchange in India, where such transaction is chargeable to securities transaction tax, will be taxable at the rate of 15% (plus applicable surcharge and education cess). Short Term Capital Gains arising from transfer of Shares in a Company, other than those covered by Section 111A of the IT Act, would be subject to tax as calculated under the normal provisions of the IT Act.

- Short-term capital loss suffered during the year is allowed to be set-off against short-term as well as long-term capital gains of the said year.
- Long-term capital loss suffered during the year is allowed to be set-off against long-term capital gains. Balance loss, if any, could be carried forward for eight years for claiming set-off against subsequent years' long-term capital gains.

5 Under Second Proviso to Section 48 of the Income Tax Act, 1961, the long term capital gains of the Company arising on transfer of capital assets other than bonds and debentures (not being capital indexed bonds) will be computed after indexing the cost of acquisition, cost of improvement and Long Term Capital Gains would be charged at a rate of 20% as per Section 112 of the Income Tax Act plus applicable surcharge and education cess. Alternatively, at the option of the company, in respect of Long term capital gains from the sale of listed securities or units or zero coupon bonds where the tax payable in respect of any such long term capital gains exceeds 10% of the amount of capital gains arrived at without indexing the cost, the capital gains is charged at a concessional rate of 10% plus applicable surcharge and education cess.

6 In case any part of the business of the Company consists of purchase and sale of shares of other companies, then provisions of the explanation to Section 73 may be attracted. In other words, the losses arising on the purchase and sale of such shares shall be allowed to be set off only against the profits arising on the sale of such shares. The unabsorbed losses, if any, shall be allowed to be carried forward for a period not exceeding four assessment years immediately succeeding the assessment year in which the loss is first computed and set off against the profits arising from the sale of such shares.

IV. GENERAL TAX BENEFITS AVAILABLE TO RESIDENT SHAREHOLDERS

1. As per the provisions of Section 10(34) of the IT Act, any income by way of dividends referred to in Section 115 – O (i.e. dividends declared, distributed or paid on or after 1 April, 2003) received from domestic company is exempt from income tax in the hands of shareholder.

2. As per the provisions of Section 10(38) of the IT Act, long term capital gains arising on sale of equity shares in the Company would be exempt from tax where the sale transaction has been entered into on recognized stock exchange of India and is liable to securities transaction tax.

3. As per the provisions of Section 111A of the IT Act, short-term capital gains from the sale of an equity share of the Company would be taxable at a rate of 15 percent (plus applicable surcharge and education cess) where such transaction of sale is entered on a recognized stock exchange in India and is liable to securities transaction tax. Short Term Capital Gains arising from transfer of Shares in a Company, other than those covered by Section 111A of the IT Act, would be subject to tax as calculated under the normal provisions of the IT Act.

4. Under Second Proviso to Section 48 of the Income Tax Act, 1961, the long term capital gains of the shareholder arising on transfer of capital assets other than bonds and debentures (not being capital indexed bonds) will be computed after indexing the cost of acquisition, cost of improvement and Long Term Capital Gains would be charged at a rate of 20% as per Section 112 of the Income Tax Act plus applicable surcharge and education cess. Alternatively, at the option of the shareholder, in respect of long term capital gains from the sale of listed securities or units or zero coupon bonds where the tax payable in respect of any such long term capital gains exceeds 10% of the amount of capital gains arrived at without indexing the cost, the capital gains is charged at a concessional rate of 10% plus applicable surcharge and education cess.

5. As per the provisions of Section 54EC of the IT Act and subject to the conditions and to the extent specified therein, long-term capital gains (which are not exempt under Section 10(38) of the IT Act) would be exempt from tax to the extent such capital gains are invested in long term specified assets within 6 months from the date of such transfer in the bonds issued by:

   a. National Highway Authority of India constituted under Section 3 of The National Highway Authority of India Act, 1988:
   b. Rural Electrification Corporation Limited, the company formed and registered under the Companies Act, 1956;

   If only part of the capital gain is so reinvested, exemption available shall be in the same proportion as the cost of long term specified assets bears to the whole of the capital gain. However, in case the long term specified asset is transferred or converted into money within three years from the date of its acquisition, the amount so exempted shall be chargeable to tax during the year such transfer or conversion into money takes place. The investment in the Long Term Specified Asset made by the Shareholder on or after April 1, 2007 during the financial year should not exceed 50 lakhs rupees.

   The cost of the long term specified assets, which has been considered under this Section for calculating capital gain, shall not be allowed as a deduction from the Income Tax under Section 80C for any assessment year beginning on or after 1 April, 2006.

6. As per the provisions of Section 54F of the IT Act and subject to the conditions specified therein, long-term capital gains(which are not exempt under Section 10(38) of the IT Act) arising to an individual or a Hindu Undivided Family ("HUF") on transfer of shares of the Company will be exempt from capital gains tax if the sale proceeds from transfer of such shares are used for purchase of residential house property within a period of 1 year before or 2 years after the date on which the transfer took place or for construction of residential house property within a period of 3 years after the date of such transfer.

7. As per section 74 short term capital loss suffered during the year is allowed to be set-off against short-term as well as long term capital gain of the said year. Balance loss, if any, could be carried forward for eight years for claiming set-off against subsequent years short term as well as long-term capital gains.

   Long term capital loss suffered during the year is allowed to be set-off against long term capital gains. Balance loss, if any, could be carried forward for eight years for claiming set-off against subsequent years' long term capital gains.

8. Where the resident shareholder is a corporate assessee, then, to the extent its business consists of purchase and sale of shares of other companies, the provisions of Explanation to Section 73 may be attracted.

V. GENERAL TAX BENEFITS AVAILABLE TO NON-RESIDENTS/ NON-RESIDENT INDIAN SHAREHOLDERS (OTHER THAN MUTUAL FUNDS, FIIs AND FOREIGN VENTURE CAPITAL INVESTORS)

1. As per the provisions of Section 10(34) of the IT Act, any income by way of dividends referred to in Section 115-O (i.e. dividends declared, distributed or paid on or after 1 April, 2003) received on the shares of any company is exempted from the tax and are not subjected to any deduction of tax at source.

2. As per the provisions of Section 10(38) of the IT Act, long-term capital gains arising on transfer of equity shares in the Company would be exempt from tax provided the transaction of sale has been entered through a recognized stock exchange and such transaction is chargeable to securities transaction tax.

3. In terms of the first proviso to Section 48 of the IT Act, in case of a non-resident, while computing the capital gains arising from transfer of shares in or debentures of the company acquired in convertible foreign exchange (as per exchange control regulations) protection is provided from fluctuations in the value of rupee in terms of foreign currency in which the original investment was made. Cost indexation benefits will not be available in such a case. The Capital gains/loss in such a case is computed by converting the cost of acquisition, sales consideration and expenditure incurred wholly and exclusively in connection with such transfer into same foreign currency which was utilized in the purchase of shares.

4. As per the provisions of Section 54EC of the IT Act and subject to the conditions and to the extent specified therein, long-term capital gains (which are not exempt under Section 10(38) of the IT Act) would not be chargeable to tax to the extent such capital gains are invested in long term specified assets within 6 months from the date of transfer and held for a period of 3 years, from the date of acquisition, in bonds issued by:

   a. National Highway Authority of India constituted under Section 3 of the National Highway Authority of India Act, 1988;
   b. Rural Electrification Corporation Limited, the company formed and registered under the Companies Act, 1956;

   If only part of the capital gain is so reinvested, exemption available shall be in the same proportion as the cost of long term specified assets bears to the whole of the capital gain. However, in case the long term specified asset is transferred or converted into money within three years from the date of its acquisition, the amount so exempted shall be chargeable to tax during the year such transfer or conversion into money takes place. The investment in the Long Term Specified Asset made by the Shareholder on or after April 1, 2007 during the financial year should not exceed 50 lakhs rupees

   The cost of long term specified assets, which has been considered under this Section for calculating capital gain, shall not be allowed as a deduction from the Income Tax under Section 80C for any assessment year beginning on or after 1 April, 2006.

5. As per the provisions of Section 54F of the IT Act and subject to the conditions specified therein, long-term capital gains (which are not exempt under Section 10(38) of the IT Act) arising to an individual or a Hindu Undivided Family ('HUF') on transfer of shares of the Company will be exempt from capital gains tax if the sale proceeds from such shares are used for purchase of residential house property within a period of 1 year before or 2 years after the date on which the transfer took place or for construction of residential house property within a period of 3 years after the date of such transfer

6. Under Section 111A of the IT Act, short-term capital gains arising from sale of an equity share in the Company would be taxable at a concessional rate of 15 percent (plus applicable surcharge and education cess) where such transaction of sale is entered on a recognized stock exchange in India and is liable to securities transaction tax. Short Term Capital Gains arising from transfer of Shares in a Company, other than those covered by Section 111A of the IT Act, would be subject to tax as calculated under the normal provisions of the IT Act.

7. As per Section 90(2) of the IT Act, provisions of the Double Taxation Avoidance Agreement between India and the country of residence of the Non-Resident/ Non-Resident Indian would prevail over the provisions of the IT Act to the extent they are more beneficial to the Non-Resident/ Non-Resident Indian.

8. Where shares of the Company have been subscribed in convertible foreign exchange, Non-Resident Indians (i.e. an individual being a citizen of India or person of Indian origin who is not a resident) have the option of being governed by the provisions of Chapter XII – A of the IT Act, which inter alia entitles them to the following benefits:

    a. As per the provisions of Section 115E of the Income Tax Act, 1961, and subject to the conditions specified therein, long-term capital Gains arising on the transfer of Company's shares will be charged to Income Tax @ 10% (plus applicable surcharge and education cess).

    b. Under Section 115F of the IT Act, long-term capital gains arising to a Non-Resident Indian from transfer of shares of the Company, subscribed in convertible foreign exchange, shall be exempt from income tax, if the entire net consideration is reinvested in specified assets, as defined in Section 115C of the IT Act / saving certificates referred to in clause 10(4B) of the Act, within 6 months of the date of transfer. Where only a part of the net consideration is so reinvested, the exemption shall be proportionately reduced. The amount so exempted shall be chargeable to tax subsequently, if the specified assets/ saving certificates are transferred or converted within 3 years from the date of their acquisition.

    c. Under Section 115G of the IT Act, it shall not be necessary for a Non-Resident Indian to furnish his return of income if the only source of income is investment income or long term capital gains or both, arising out of assets acquired, purchased or subscribed in convertible foreign exchange and tax has been deducted at source from such income as per the provisions of Chapter XVII – B of the IT Act.

    d. Under Section 115I of the IT Act, a Non-Resident Indian may elect not to be governed by the foregoing provisions for any assessment year by furnishing his return of income for that assessment year under Section 139 of the IT Act, declaring therein that the provisions of Chapter

XII-A shall not apply to him for that assessment year and accordingly his total income for that assessment year will be computed in accordance with the other provisions of the IT Act.

VI. GENERAL TAX BENEFITS AVAILABLE TO MUTUAL FUNDS

As per Section 10(23D) of the Act, any income of Mutual Funds registered under the Securities and Exchange Board of India Act, 1992 or Regulations made thereunder, Mutual Funds set up by public sector banks or public financial institutions and Mutual Funds authorized by the Reserve Bank of India will be exempt from income tax, subject to such conditions as the Central Government may, by notification in the Official Gazette, specify in this behalf.

VII. GENERAL TAX BENEFITS AVAILABLE TO FOREIGN INSTITUTIONAL INVESTORS ('FIIs')

1. As per the provisions of Section 10(34) of the IT Act, dividend income (referred to in Section 115-0 of the IT Act) would be exempt from tax in the hands of the shareholders of the Company and are not subjected to deduction of tax at source.

2. As per the provisions of Section 10(38) of the IT Act, long term capital gains arising on transfer of equity shares of the Company would be exempt from tax where the sale transaction has been entered into on a recognized stock exchange of India and is liable to securities transaction tax.

3. As per the provisions of Section 54EC of the IT Act and subject to the conditions and to the extent specified therein, long-term capital gains (which are not exempt under Section 10(38) of the IT Act) would not be chargeable to tax to the extent such capital gains are invested in long term specified assets within 6 months from the date of transfer and held for a period of 3 years, from the date of acquisition, in bonds issued by:

   a. National Highway Authority of India constituted under Section 3 of The National Highway Authority of India Act, 1988;
   b. Rural Electrification Corporation Limited, the company formed and registered under the Companies Act,1956;

   If only part of the capital gain is so reinvested, exemption available shall be in the same proportion as the cost of long term specified assets bears to the whole of the capital gain. However, in case the long term specified asset is transferred or converted into money within three years from the date of its acquisition, the amount so exempted shall be chargeable to tax during the year such transfer or conversion into money takes place. The investment in the Long Term Specified Asset made by the Shareholder on or after April 1, 2007 during the financial year should not exceed 50 lakhs rupees

4. Where the Foreign Institutional investor is a corporate assessee, then, to the extent its business consists of purchase and sale of shares of other companies, then provisions of Explanation to Section 73 may be attracted.

5. As per the provisions of Section 115AD of the IT Act, income (other than income by way of dividends referred to in Section 115-O of the IT Act) of FIIs arising from securities (other than the units purchased in foreign currency referred to Section 115AB of the IT Act) would be taxed at concessional rates, as follows:

Nature of income	Rate of tax (%)
Income in respect of securities	20
Long term capital gains	10
Short term capital gains (Other than short term capital gain referred to in Section 111A)	30

The above tax rates would be increased by the applicable surcharge and education cess. The benefits of indexation and foreign currency fluctuation protection as provided under Section 48 of the IT Act are not available.

As per the provisions of Section 111A of the IT Act, short-term capital gains arising from transfer of equity share in the Company would be taxable at a concessional rate of 15 percent (plus applicable surcharge and education cess) where such transaction of sale is liable to securities transaction tax.

6. As per Section 90(2) of the IT Act, provisions of the Double Taxation Avoidance Agreement between India and the country of residence of the FII would prevail over the provisions of the IT Act to the extent they are more beneficial to the FII.

GENERAL TAX BENEFITS AVAILABLE TO VENTURE CAPITAL COMPANIES / FUNDS

As per Section 10(23FB) of the Act, all Venture Capital Companies / Funds registered with the Securities and Exchange Board of India, subject to the conditions specified, are eligible for exemption from income tax on their entire income, including income from sale of shares of the company. However, income received by a person out of investment made in a venture capital company or in a venture capital fund will shall be chargeable to tax in the hands of such person.

As per section 90(2) if the I.T. Act, the provisions of the I.T. Act would prevail over the provisions of the tax treaty to the extent they are more beneficial to the Non Resident shareholder. Thus a non-resident shareholder can opt to be governed by the beneficial provisions of an applicable tax treaty.

UNDER THE WEALTH TAX ACT, 1957

Assets as defined under Section 2(ea) of the Wealth tax Act, 1957 does not include shares in companies and hence, shares of the Company held by the shareholders would not be liable to wealth tax.

UNDER THE GIFT- TAX ACT

Gift tax is not leviable in respect if any gifts made on or after 1st October, 1998. Therefore, any gift of shares of the Company will not attract Gift tax.

Notes:

a. *The above statement of Possible Direct Tax Benefits sets out the provisions of law in a summary manner only and is not a complete analysis or listing of all potential tax consequences of the purchase, ownership and disposal of equity shares.*

b. *The above statement of Possible Direct Tax Benefits sets out the possible tax benefits available to the Company and its shareholders under the current tax laws presently in force in India. Several of these benefits are dependent on the company or its shareholders fulfilling the conditions prescribed under the relevant tax laws.*

c. *We hereby give our consent to include our above referred opinion regarding the tax benefits available to the Company and to its shareholders in the offer document which the Company intends to submit to the Securities and Exchange Board of India, Mumbai.*

d. *Legislation, its judicial interpretations and the policies of the regulatory authorities are subject to change from time to time, and these may have a bearing on the above. Accordingly, any change or amendment in the law or relevant regulations would necessitate a review of the above. Unless specifically requested, we have no responsibility to carry out any review of our comments for changes in laws or regulations occurring after the date of issue of this note.*

e. *This statement is only intended to provide general information to the investors and is neither designed nor intended to be a substitute for professional tax advice. In view of the individual nature of the tax consequences, the changing tax laws, each investor is advised to consult his or her own tax consultant with respect to the specific tax implications arising out of their participation in the issue.*

f. *In respect on non-residents, the tax rates and the consequent taxation mentioned above shall be further subject to any benefits available under the Double Taxation Avoidance Agreement, if any, between India and the country in which the non-resident has fiscal domicile.*

g. *The statement of possible tax benefits enumerated above is as per the Income Tax Act, 1961 as amended by the Finance Act 2008.*

SECTION IV – ABOUT THE COMPANY

INDUSTRY OVERVIEW

The information in this section has not been independently verified by us, the Book Running Lead Managers or any of our or their respective affiliates or advisors. The information may not be consistent with other information compiled by third parties within or outside India. Industry sources and publications generally state that the information contained therein has been obtained from sources it believes to be reliable, but their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured. Industry and government publications are also prepared based on information as of specific dates and may no longer be current or reflect current trends. Industry and government sources and publications may also base their information on estimates, forecasts and assumptions which may prove to be incorrect. Accordingly, investment decisions should not be based on such information.

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The Indian Economy

India is the world's largest democracy in terms of population (approximately 1.16 billion people) as at July 2009 with a GDP, on a purchasing powering parity basis, of approximately US$3.56 trillion in 2009. (*(**Source:** www.cia.gov/library/publications/the-world-factbook/index.htm, accessed on September 7, 2010 ("**CIA World Factbook**"))* This makes it the fifth largest economy in the world in terms of GDP after the European Union, the United States of America, China and Japan. *(Source: CIA World Factbook)*

In the past, India has experienced rapid economic growth, with its GDP growing at an average growth rate of 8.8% between Fiscal 2003 and Fiscal 2008. As a result of the global economic downturn in Fiscal 2009, the growth rate of India's GDP decreased to 5.9% in the second half of Fiscal 2009, compared to 9.0% in Fiscal 2008. *(Source: RBI, Macroeconomic and Monetary Developments: First Quarter Review: 2009-10)* However, according to the Indian Ministry of Statistics and Programme Implementation, India's GDP grew by 7.4% in Fiscal 2010 with an 8.6% year-on-year growth during the fourth quarter. (***Source**: http://mospi.nic.in/Mospi_New/upload/PRESSNOTE_Q4_2010_31may10.pdf, accessed on September 3, 2010*). During the first quarter of Fiscal 2011, India's GDP grew by 8.8%, compared with a growth rate of 6.0% during the first quarter of Fiscal 2010. *(**Source:**http://mospi.nic.in/Mospi_New/upload/PRESS_NOTE_Q1_2010_11.pdf accessed on September 3, 2010)*

The table below sets out the comparison between India's Real GDP Growth in 2008 and 2009, and its expected GDP growth during the 2010 and 2011 calendar years, as compared to that of the European Union, United States of America, China, Japan and other Newly Industrialized Asian Economies:

	Real GDP:			
	Actual:		Projected:	
	2008	2009	2010	2011
Euro Area[1]	0.6	-4.1	1.0	1.5
United States	0.4	-2.4	3.1	2.6
China	9.6	8.7	10.0	9.9
Japan	-1.2	-5.2	1.9	2.0
India	7.3	5.7	8.8	8.4
Newly Industrialized Asian Economies[2]	1.8	-0.9	5.2	4.9

[1] The Euro Area comprises Germany, France, Italy, Spain, Netherlands, Belgium, Greece, Austria, Portugal, Finland, Ireland, Slovak Republic, Slovenia, Luxembourg, Cyprus and Malta.

[2] Newly Industrialized Asian Economies comprises Korea, Taiwan Province of China, Hong Kong SAR and Singapore.

(***Source:*** *International Monetary Fund ("**IMF**"), World Economic Outlook, April 2010 ("**IMF World Economic Outlook 2010**")*

The table above illustrates that positive real GDP growth is expected in 2010. The IMF believes that four principal factors have supported Asia's recovery: firstly, the normalization of trade, following the financial dislocation in late 2008, benefited Asia's export-driven economies; second, the expected bottoming out of the inventory cycle, both domestically and in major trading partners such as the United States, is boosting industrial production and exports; thirdly, a resumption of capital inflows into the region has created liquidity in many economies; and finally, domestic demand has been resilient, owing to strong public and private companies in many of the region's economies. The IMF further believes that, in both China and India, particularly, strong domestic demand will support the recovery. In India, the growth in real GDP is expected to be supported by rising private demand, with consumption strengthening as a result of improvements in the labor market, and a boost to investment brought about by strong profitability, rising business confidence and favorable financing conditions. *(**Source:** IMF World Economic Outlook 2010)*

Policy Initiatives and Economic Reforms in India

Since 1991, India has witnessed comprehensive reforms across the policy spectrum in the areas of fiscal and industrial policy, trade and finance. Some of the key reform measures are:

- ***Industrial Policy Reforms:*** Removal of capacity licensing and opening up most sectors to Foreign Direct Investment ("**FDI**");
- ***Trade Policy Reforms:*** Lowering of import tariffs across industries, minimal restrictions on imports; and
- ***Monetary Policy and Financial Sector Reforms:*** Lowering interest rates, relaxation of restrictions on fund movement and the introduction of private participation in insurance sector.

An important factor in the growth of the services sector has been the strong growth of the information technology ("**IT**") and information technology enabled services ("**ITeS**") sectors. These sectors benefited from the growing international trend towards off-shoring and the resultant demand for skilled, low cost, English speaking workers. Indian competitiveness in this area has been aided by substantial investment in telecommunications and infrastructure and the phased liberalisation of the Indian economy.

In addition, FDI has been recognized as one of the important drivers of economic growth in the country. The Government of India has taken a number of steps to encourage and facilitate FDI, and FDI is allowed in many key sectors of the economy, such as manufacturing, services and infrastructure. For many sub-sectors, 100%

FDI is allowed on an automatic basis, without prior approval from the Foreign Investment Promotion Board. In April 2010, the Ministry of Commerce and Industry, Government of India has revised and consolidated the law regulating the inflow of foreign investment into various sectors by way of the Consolidated FDI Policy.

FDI inflows into India have accelerated since Fiscal 2007. From April 2000 through June 2010, FDI inflows into the services sector (both financial and non-financial) of India amounted to Rs. 1,083.78 billion (US$ 24,296 million). In addition, from August 1991 to June 2010, the cumulative amount of FDI inflows amounted to Rs. 6,035.26 billion (US$ 138,235 million). FDI inflows into India were US$ 34,835 million, US$ 35,180 million and US$ 37,182 million in Fiscal years 2008, 2009, 2010, respectively, and US$ 5,772 million up to June 2010. (***Source:*** *Department of Industrial Policy and Promotion Fact Sheet, August 1991 to June 2010*)

The Real Estate Sector in India

The real estate business involves the purchase, development and sale of land, including both residential and non-residential buildings. Real estate sector activities also encompass activities in the housing and construction sectors.

Historically, the real estate sector in India was unorganised and characterized by various factors that impeded organised dealing, such as the absence of a centralised title registry providing title guarantee, a lack of uniformity in local laws and their application, the non-availability of bank financing, high interest rates and transfer taxes and the lack of transparency in transaction values. In recent years however, the real estate sector in India has exhibited a trend towards greater organisation and transparency through various regulatory reforms.

The above trend has contributed to the development of reliable indicators of value and organised investment in the real estate sector by domestic and international financial institutions and has resulted in a greater availability of financing for real estate developers.

These trends have been reinforced by the substantial growth in the Indian economy, which stimulated demand for land and developed real estate. Demand for residential, commercial and retail real estate increased throughout India until the first half of 2008, accompanied by increased demand for hotel accommodation and improved infrastructure. Additionally, the tax and other benefits applicable to Special Economic Zones ("**SEZs**") are expected to result in a new source of demand.

According to the Eleventh Five Year Plan of India, there is a shortage of 26.53 million dwelling units.

Key Characteristics of the Real Estate Sector

The Indian real estate sector has traditionally been dominated by a number of small regional or local players with low levels of expertise. The sector has seen limited inflow of institutional capital and has used high net-worth individuals and other informal sources of financing as the major source of funding, leading to low levels of transparency. This is rapidly changing as the sector is experiencing higher growth rates and significantly improved quality expectations as India becomes more integrated with the global economy.

The growth witnessed by the Indian real estate sector is mainly influenced by the high GDP growth of India, increased urbanization, improving demographics, as well as growth across various sectors such as IT / ITeS, retail, consumer durables, automobiles, telecommunications, banking, insurance, tourism, hospitality and logistics.

Some of the key characteristics of the Indian real estate sector are:

- ***Highly fragmented market dominated by regional players*** – Rapid growth in the last decade has seen the emergence of larger players that have differentiated themselves through superior execution and branding.

Further, these players are now able to capitalize on their "early mover" advantage with higher market share, but remain confined to local or regional markets. While the larger regional players are now initiating efforts to develop a broader geographic presence, their home markets continue to generate the majority of their profitability;

- ***Local know-how is a critical success factor in the development phase*** **–** One of the key reasons for the emergence of local developers is the critical importance of local knowledge and relationships in ensuring successful and timely development of real estate projects. Property is a State-governed subject in India and the rules and regulations that affect, among other things, approval processes and transaction costs, vary from State to State;

- ***High transaction costs*** **–** The real estate sector has traditionally been burdened with high transaction costs as a result of stamp duty on transfers of title to property, which varies from State to State. Though efforts are being made at the State-level to reduce the stamp duties, they continue to be as high as 11% in certain states; and

- ***Enhanced role of mortgage financing*** **–** Over the last five years, a significant portion of new acquisitions, particularly in the larger cities in India, have been financed through banks and financial institutions. This has been aided by a sharp decline in interest rates and broad availability of financing products, due to aggressive marketing and product development by financial institutions.

Reforms in the Real Estate Sector

In recent years various reforms have been initiated at the National- and State-level which have led to greater organization and transparency in the real estate sector. These include:

- support from the Government of India for the repeal of the Urban Land Ceiling Act (introduced in 1976). The law was repealed by the Central Government in 1999 and is now in force only in 12 States and 3 Union Territories. However, as land is principally subject to State law, the law is still in force in some large Indian states like Andhra Pradesh, Assam, Bihar and West Bengal;

- modifications in the rent control statutes to provide greater protection to homeowners wishing to rent out their properties;

- the rationalization of property taxes in a number of States;

- the proposed conversion of land records into electronic form; and

- FDI being permitted in the real estate sector, subject to certain conditions.

Key Segments in Real Estate Industry

The Residential Segment

The real estate market in India, which had witnessed a significant decline in the second half of calendar year 2008, experienced increased demand during the second half of calendar year 2009. Residential projects across cities saw several new affordable housing projects being launched by developers to attract mid-income buyers. Demand for houses increased as the global economy improved bringing back confidence to home-buyers. *(Source: CRISIL Research: City Real(i)ty, August 2010)* Conditions across the residential segment remained stable in the second quarter of 2010. According to Cushman & Wakefield Research, approximately 15,000 mid segment units are likely to attain completion in Bengaluru in 2010. (*Source: Cushman & Wakefield, Marketbeat Bangalore Residential Report, Q2 2010*)

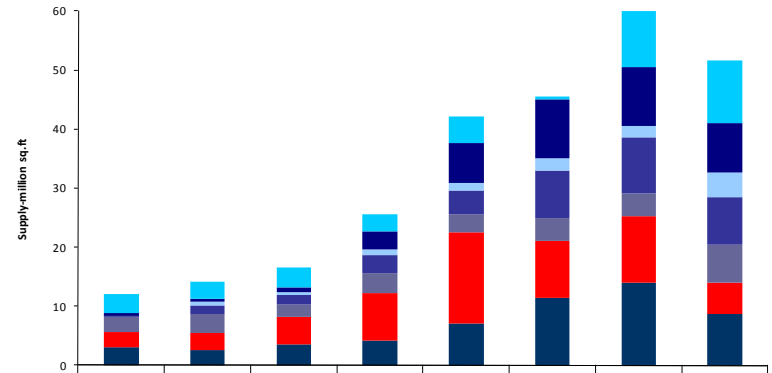
Cushman & Wakefield Research reports that the residential demand in India still has the potential for further growth, particularly in the mass-market segment as cities grow to accommodate more migrant population. After recording a slowdown in the first half of 2009, Mumbai witnessed an increase in housing demand during the second half 2009. Gurgaon and Noida were the key locations to witness the highest growth in capital values, of 17% and 16% respectively in the mid segment over the year. In Bengaluru both rental and capital values are expected to remain stable in the medium term, with an excess of 20,000 units expected to be supplied in areas such as Whitefield, Bannerghatta Road, Kanakapura, Outer Ring Road and Electronic City. Cushman & Wakefield Research estimates that sales volumes in the Pune residential sector are expected to witness an increase due to increased consumer confidence arising from a combination of factors such as correction of capital values, softening of home loan interest rates and an improvement in economic conditions. Further, according to Cushman and Wakefield research, there will be a significant increase and interest shown towards the launch of projects within the affordable housing segment in Chennai. In Hyderabad various residential projects that saw continued but slow pace of construction in the previous years are expected to be available for occupancy during 2010. Such projects translate to 11,000 to 12,000 units. (*Source: Cushman & Wakefield, Outlook 2010*)

The Commercial Segment

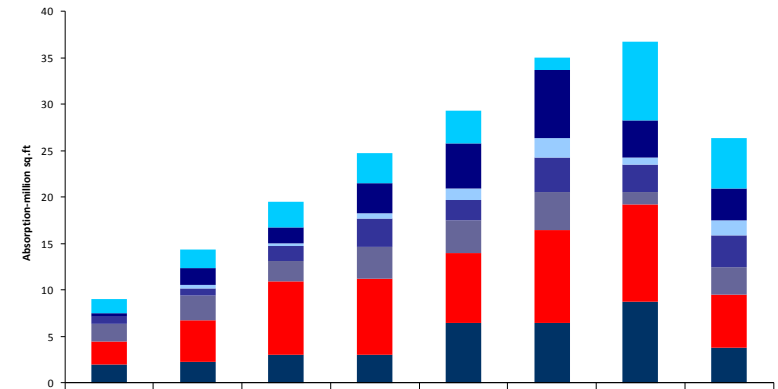
Commercial real estate demand is essentially driven by the performance of the economy, infrastructure developments and State-level policies to encourage investment. In addition, the large space requirements of the IT/ ITeS sector have led to real estate growth spreading beyond the central business district to the suburban and peripheral locations of major cities. Further, a strong domestic economy together with aggressive corporate expansion plans have led to healthy demand from sectors such as banking, financial services and insurance, as well as media and entertainment.

In the recent past, locations such as Bengaluru, Gurgaon, Hyderabad, Chennai, Kolkata and Pune have evolved and have established themselves as emerging business destinations, which are increasingly competing for commercial real estate occupancy with the traditional business destinations of Mumbai and Delhi. The key to the growth of these locations has been the ability of these cities to provide the necessary human resource base with the required skill sets, competitive business environment, operating cost advantages and urban infrastructure.

As indicated in the graphs below, the supply of commercial space has shown a steady increase over the last eight years across Mumbai, Chennai, Kolkata, Pune, Hyderabad, Bengaluru and the National Capital Region. The following diagrams illustrate supply and absorption for commercial space across seven major cities in the last eight years:



	2002	2003	2004	2005	2006	2007	2008	2009
Mumbai	3.2	3.0	3.5	3.0	4.5	0.4	9.5	10.6
Chennai	0.4	0.5	0.8	3.0	6.8	10.0	9.9	8.4
Kolkata	0.0	0.6	0.5	1.0	1.3	2.2	2.0	4.1
Pune	0.2	1.4	1.6	3.1	4.0	7.9	9.5	8.1
Hyderabad	2.6	3.2	2.0	3.3	3.0	4.0	3.9	6.4
Bangalore	2.6	3.0	4.8	8.0	15.5	9.5	11.3	5.3
NCR	3.0	2.5	3.5	4.3	7.0	11.5	14.0	8.6



	2002	2003	2004	2005	2006	2007	2008	2009
Mumbai	1.6	2.0	2.8	3.3	3.5	1.4	8.49	5.5
Chennai	0.4	1.8	1.8	3.3	4.9	7.3	4.0	3.4
Kolkata	0.0	0.4	0.3	0.6	1.3	2.1	0.8	1.6
Pune	0.8	0.8	1.6	3.0	2.2	3.8	3.0	3.4
Hyderabad	1.9	2.7	2.2	3.4	3.5	4.0	1.3	2.9
Bangalore	2.5	4.5	7.9	8.3	7.5	10.0	10.5	5.7
NCR	2.0	2.3	3.0	3.0	6.5	6.5	8.8	3.8

Notes:

Supply: Newly constructed space that is ready for fit outs/occupation.

Absorption: Actual space leased by a tenant in a completed building.

*(Source: Cushman & Wakefield Marketbeat Office Reports for Bangalore, Chennai, Hyderabad, Kolkata, Mumbai, National Capital Region (New Delhi, Gurgaon and Noida) and Pune, 4Q 2009 (together, the "**Cushman & Wakefield Marketbeat Office Reports**"))*

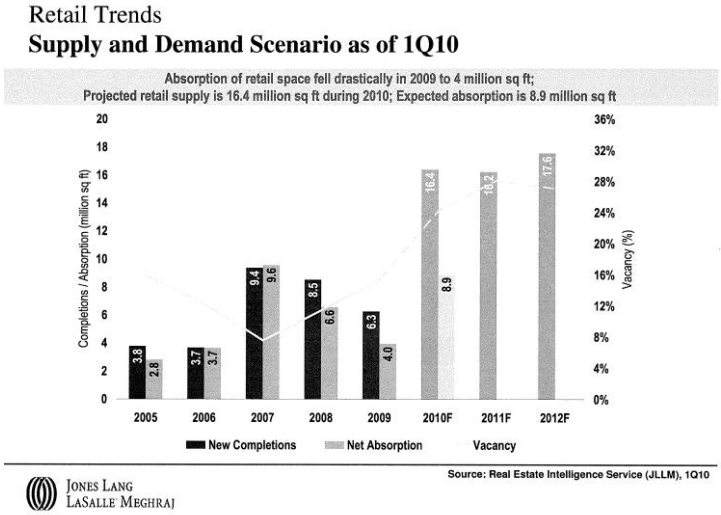
Approximately 12.5 million sq. ft. of office space was available in Mumbai during the second quarter of calendar 2010, of which approximately 70% could be attributed to supply to the IT/ITeS sector. During the same period, approximately 1.0 million sq. ft. of office space was available in Delhi, and rentals in this area increased between 2-5%. Further, approximately 9 million sq. ft. of commercial space was available in Chennai during

this period, where approximately 90% was IT/ITeS space. In Pune, approximately 10 million sq. ft. of office space was available, with rentals increasing by 2-6%. Kolkata witnessed a supply of approximately 1 million sq. ft., also largely concentrated in the IT/ITeS sector. Approximately 7.5 million sq. ft. was available in Bengaluru during this period, primarily in the form of IT/ITeS space in the EPIP Zone, Whitefield and the Outer Ring Road. (*Source: Colliers International, Property Market Overview, July 2010*)

Retail Segment

The increase in disposable incomes, demographic changes (such as the increasing number of working women, the rising number of nuclear families and higher income levels within the urban population), the change in the perception of branded products, the growth in retail malls, the entry of international players and the availability of relatively cheaper finance are expected drive the growth in "organized retail" (which refers to retail operations undertaken by licensed retail outlets such as chain stores and large retail outlets, as opposed to "unorganized retail", which refers to more traditional forms of retailing such as *kirana, paan / beedi* shops and informal outlets prevalent in market places, and owner-operated general stores and convenience stores). The demand drivers for retail space in a city typically include demographics, such as resident consumer age profile, dominant consumer occupation and spending capacity, in addition to macro-policy decisions, such as allowing FDI in single brand retailing and cash-and-carry formats.

The following diagrams illustrate the estimated supply and demand for retail space across India for the periods indicated:



Furthermore, according to Knight Frank Research between the 2010 and 2012 calendar years approximately 55 million sq. ft. will be available in Mumbai, the National Capital Region, Bengaluru, Kolkata, Chennai, Hyderabad and Pune. During the same period, the organized retail real estate stock in India is expected to grow from the existing 41 million sq. ft. to 95 million sq. ft. (*Source: India Organized Retail Market, Knight Frank Research, May 2010*)

The Hospitality Segment

The increase of disposable income in the hands of an upwardly mobile Indian middle class has led to a growing propensity to spend a larger portion of income on tours and travel. This factor, coupled with the changing lifestyle of the Indian population, has created a demand for quality hotels across India. In addition, India is also

emerging as a major destination for global tourism and business travel, which in turn is increasing the demand for hotels across India. This increasing demand for hotels across India is offering another opportunity for real estate development.

According to the *Travel and Tourism Competitiveness Report 2009* by the World Economic Forum, the contribution of travel and tourism to GDP is expected to be US$ 187.3 billion by 2019 and the real GDP growth for the travel and tourism sector is expected to achieve an average of 7.7% over the next ten years. *(Source: India Brand Equity Foundation, www.ibef.org, accessed on September 14, 2010)*

According to Cushman & Wakefield Research, commercial accommodation demand across the country has to a large extent been driven by growth in the services sector, including the IT/ITeS, BFSI and other commercial sectors. The consolidated performance of 15 cities across India indicate an Average Occupancy Rate ("**AOR**") of 71% and an Average Room Rate ("**ARR**") of approximately Rs. 6,800 in 2007 which declined to an AOR of 66% and ARR of Rs. 6,700 in calendar 2008. In calendar 2009, AOR remained stable at 66% while a further decline to Rs. 6,600 was recorded in ARR. The primary reason of the lower performance levels include a recessionary market and the impact of cost-cutting measures by the corporate and leisure markets. (*Source: India Report Almanac, Hospitality Hotspots across India, Cushman & Wakefield, April 2010*)

However, approximately 55,000 new rooms are expected to become operational by calendar 2013 across the 15 cities (Ahmedabad, Bengaluru, Chandigarh, Chennai, Goa, Hyderabad, Indore, Jaipur, Kolkata, Mangalore, Mumbai, Mysore, Nasik, NCR and Pune) profiled by Cushman & Wakefield Research, representing a 110% growth over current levels. (*Source: India Report Almanac, Hospitality Hotspots across India, Cushman & Wakefield, April 2010*).

The table below illustrates the potential for each city based on the ARR and AOR achieved at the end of calendar 2009 which are compared with the total number of rooms estimated to be present in calendar 2013.

Summary of Hotel Performance (2007 - 2009)

Cities	ARR (in INR)			AOR			RevPAR (in INR)			Supply (in 00s)		
	2007	2008	2009	2007	2008	2009	2007	2008	2009	2009	2013	% Change
Ahmedabad	5,400	5,000	4,100	73%	60%	59%	3,900	3,000	2,400	7	20	193%
Bangalore	8,500	7,500	6,600	67%	65%	62%	5,700	4,900	4,100	56	122	120%
Chandigarh	2,300	2,500	2,700	68%	70%	69%	1,600	1,800	1,800	18	40	126%
Chennai	4,500	5,600	5,800	73%	65%	65%	3,300	3,700	3,800	40	119	200%
Goa	4,900	5,100	5,100	76%	74%	75%	3,700	3,800	3,800	48	89	84%
Hyderabad	4,500	4,800	4,300	71%	68%	69%	3,100	3,300	3,000	32	76	138%
Indore	1,900	2,300	2,500	62%	63%	70%	1,200	1,500	1,700	8	17	125%
Jaipur	8,000	7,300	7,900	60%	55%	57%	4,800	4,000	4,500	22	36	66%
Kolkata	6,800	6,700	6,300	80%	78%	74%	5,400	5,300	4,600	19	49	155%
Mangalore	1,700	2,000	2,300	69%	63%	65%	1,200	1,300	1,500	7	11	45%
Mumbai	8,800	8,500	7,300	72%	62%	59%	6,300	5,300	4,300	92	157	70%
Mysore	3,600	3,500	3,500	70%	69%	70%	2,500	2,400	2,400	7	12	81%
Nasik	1,600	1,900	1,800	61%	57%	56%	1,000	1,100	1,000	10	14	39%
NCR	9,300	9,500	10,100	73%	67%	74%	6,800	6,400	7,500	95	199	110%
Pune	5,500	5,100	4,700	68%	67%	59%	3,800	3,400	2,800	36	80	123%
Total	**6,800**	**6,700**	**6,600**	**71%**	**66%**	**66%**	**4,800**	**4,400**	**4,300**	**496**	**1,042**	**110%**

Source: C&W Hospitality

Note: The above data is based on primary market research. We note that there may be additional supply that may have not been shared with C&WI. We further note that the above data is based on the target segments interviewed and there may be subect to material differences.

(*Source: India Report Almanac, Hospitality Hotspots across India, Cushman & Wakefield, April 2010*)

SEZs

SEZs are specifically delineated duty free enclaves deemed to be foreign territories for the purposes of Indian custom controls, duties and tariffs. There are three main types of SEZs: integrated SEZs, which may consist of a number of industries; services SEZs, which may operate across a range of defined services; and sector specific SEZs, which focus on one particular industry. SEZs, by virtue of their size, are expected to be a significant new source of real estate demand.

The following table sets out the Indian Ministry of Commerce and Industry's statistics on SEZs in India:

Number of Formally-approved SEZs	577
Number of notified SEZs[1]	363
Number of SEZs with in-principal approval	155
Number of operational SEZs[2]	114
Units approved in SEZs[2]	3,048

[1] *As on August 27, 2010*

[2] *As on June 30, 2010*

(Source: Ministry of Commerce and Industry – Department of Commerce www.sezindia.nic.in)

SEZs cover a total area of 204,148 hectares across India. Total SEZ investment as on June 30, 2010 is Rs. 166,526.43 billion, and directly employs a total of approximately 550,323 persons as on June 30, 2010. *(Source: Ministry of Commerce and Industry - Department of Commerce – www.sezindia.nic.in)*

Challenges Facing the Indian Real Estate Sector

Lack of national reach of existing players

There are currently very few real estate companies in India who can claim to have operations throughout the country. Most real estate developers in India are regionally based and active in areas where the conditions are most familiar to them. This is due to factors such as:

- the differing tastes of customers in different regions;
- difficulties with respect to large scale land acquisition in unfamiliar locations;
- an absence of business infrastructure to market projects in new locations;
- large number of approvals which must be obtained from different authorities at various stages of construction under local laws; and
- long development period of projects.

Fragmented land holding

Land ownership in India is usually fragmented between multiple owners and therefore there is a low availability of large contiguous land parcels with a single owner. This leads to reduced availability of land with clear title.

Majority of market belonging to unorganised segment

The Indian real estate sector is highly fragmented with many small builders and contractors, who account for a majority of the housing units constructed. As a result, there is less transparency in dealings or sharing of data between developers.

Legal and regulatory issues

The legal and regulatory framework in India for land acquisition is complex, and inconsistent and overlapping state and national government laws lead to further complications and delays.

Demand dependent on many factors

Real estate developers face challenges in generating demand for projects. The factors that influence a customer's choice of property is not restricted to quality alone, but is dependent on a number of other external factors, including proximity to urban areas and amenities such as schools, roads and water supply, each of which is often beyond the developer's control. Demand for housing units is also influenced by policy decisions relating to housing incentives, such as the government's income tax policies.

Increasing raw material prices

Construction activities are often funded by the purchaser, who makes cash advances at different stages of construction. In other words, the final amount of revenue from a project is pre-determined and the realization of this revenue is scattered across the period of construction. A significant challenge that real estate developers face is dealing with adverse movements in cost. The real estate sector is dependent on a number of components such as cement, steel, bricks, wood, sand, gravel and paints. As the revenues from sale of units are predetermined, adverse changes in the price of any raw material directly affect the profitability of the developers

Interest rates

One of the main drivers of the growth in demand for housing units is the availability of finance for consumers and real estate developers at low rates of interest. Interest rates increased between 2004 and 2008, however, interest rates have reduced recently and most leading financial institutions have recently reduced the rates which they charge on housing loans.

Valuation

Valuation of land is one of the key areas of concern in India. Currently India has no independent appraiser body that can meet international standards in the same way as those set by other international appraisers.

Tax incentives

The existing tax incentives available for housing loans are one of the major factors influencing demand. However, these tax incentives are likely to be withdrawn based on the recommendations of various committees and panels. The Kelkar Panel has recommended phasing out the income tax deduction available on the interest payable on housing loans for owner-occupied houses.

Withdrawal of these incentives may affect the demand for real estate developments. The Government has recently redefined the applicability of service tax to construction of houses and commercial complexes to include the case where part payment is made by buyer before completion of the property. Henceforth, all residential and commercial properties sold before the construction is completed, will attract service tax. The Government has also declared the activity of 'renting' itself as a service deemed to be taxable at service tax. While there are still a few aspects of this regulation which are ambiguous and need further clarity, this tax may potentially increase real estate costs. (*Source: www.indiabudget.nic.in*).

The Bengaluru Real Estate Market

Bengaluru is the capital city of the state of Karnataka in south India, and is India's third most populous city and the fifth most populous urban area. Its current population is estimated to be approximately 6.1 million people.

The Bengaluru Metropolitan Area ("**BMA**") is an urban area covering approximately 439 square kilometers, with a green belt of approximately 839 square kilometers. In January 2007, the Government of Karnataka issued a notification to merge the areas under the existing Bengaluru Mahanagara Palike with seven city municipal council, one town municipal council and 111 villages around the city to form a single administrative body. The process was completed by April 2007 and the body was renamed Bruhat Bengaluru Mahanagara Palike.

The following table sets out basic facts about the BMA:

Basic facts

Particulars	Details
Population (2001)	6.1 million
Area (2001)	1,307 sq. kms
Population density	4,667 persons per square kilometres
Literacy rates (2001)	87.0%
Length of metro line	33 kms
Floor space index (residential)	1.75-3.25
Floor space index (commercial)	1.5-3.25
Stamp duty on property cost	6.7% + Registration fee of 1%

(*Source: CRISIL Research: City Real(i)ty, 2009*)

Area and population

Bengaluru spreads out in all directions and along all major roads in the absence of natural boundaries. Major roads such as Mysore Road, Old Madras Road, Bellary Road, Hosur Road and Tumkur Road are the axes of a radial road system which converges on the city centre. Five other secondary roads, Magadi Road, Kanakpura Road, Bannerghatta Road, Varthur Road and Whitefield Road also form part of this system. Commercial and industrial development occurs along these major roads, with residential and retail development taking place in the intermediate areas.

Areas such as Whitefield (in the north east), Hosur Road (in the south east) and Electronic City (south) are highly urbanised. The rapid pace of urbanisation in the these areas is driven by the following industrial factors:

- the services sector in the south and east;
- the Peenya Industrial Estate in the west; and
- Bengaluru International Airport in the north.

As of 2009, the population density of city municipal councils ("**CMC**") such as KR Puram, located in the vicinity of Whitefield, is 9,342 people per square kilometre, and is the highest population density amongst all seven CMCs. Furthermore, and owing to the high rates of land utilisation, the population density of the BMA at 19,023 people per square kilometre is higher than the average population density at CMC level, at 4,667 people per square kilometre.

According to the census conducted in 2001, the population of the non-BMA areas had risen at a CAGR of 8.5% between 1991 and 2001, compared to the CAGR of 4.1% for the entire city. *(Source: CRISIL Research: City Real(i)ty, 2009)*

Industries in the BMA

Bengaluru is the sixth largest city in India, with numerous public sector industries, software companies, aerospace companies, textile industries and IT / ITeS and biotechnology companies based in the city. Various public sector manufacturing companies are headquartered in Bengaluru, including Hindustan Aeronautics Limited, National Aerospace Laboratories, Bharat Heavy Electricals Limited, Bharat Electronics Limited, Bharat Earth Movers Limited and Hindustan Machine Tools Limited. In addition, the Indian Research Space Organisation was established by the Department of Science in June 1972, and is based in Bengaluru.

CRISIL Research has concluded that the creation of employment has led to a significant increase in the migrant population of Bengaluru.

Known as the "Silicon Valley" of India, Bengaluru's IT / ITeS industry makes a prominent contribution to the Indian economy. The IT / ITeS industry in Bengaluru is found in three main clusters, namely

- Software Technology Parks of India;
- International Technology Park, Bengaluru; and
- Electronic City (where Infosys and Wipro are based, together with many global SEI-CMM Level-5 companies).

Another sector which is exhibiting repaid growth in Bengaluru is biotechnology, with Biocon (according to CRISIL Research), India's leading biotechnology company based in Bengaluru.

Aside from the IT / ITeS and biotechnology industries, Bengaluru also houses many other small-scale industries. However, and according to CRISIL Research, the manufacturing and services sectors are the largest contributors to economic growth in the city. We believe this is as a result of the Karnataka State's Industrial Policy (2006-2011), which has focussed on strengthening the manufacturing sector, increasing national exports from Karnataka and promoting a diversified industrial base in Karnataka, and specifically in Bengaluru.

As such, CRISIL Research views the significant concentration of small and medium enterprises in diversified sectors across the city as being an important feature of economic activity in Bengaluru. Wholesale and retail activities (such as silk, garment and jewellery manufacturing) are mainly conducted n areas such as Chickpet, Cubbonpet, Binnypet, Cottonpet and Srirampur in the north west of the city. The main commercial hub for banks, corporate head offices and hotels is the area around MG Road, in the city centre. The industrial profile of the BMA is dominated by basic metal and alloy industries, metal products and parts, machinery and machine tools, rubber and plastic industries, jute textiles, cotton textiles and leather and leather products. *(Source: CRISIL Research: City Real(i)ty, 2009)*

Infrastructure

Planned and ongoing infrastructure development is also growing in the BMA, alongside the population and industrial growth trends discussed above. Some examples of ongoing infrastructure development are as follows –

- *Metro rail project:* the first phase of the Bengaluru Metro, consisting of two corridors of electrified double lines, will be 33 kilometre long (an east-west corridor of 18.10 kilometre, and a north-south corridor of 14.90 kilometre). Of the 33 kilometre, 6.76 kilometre will be underground. There will be 32 stations in Phase I, with more to be added in Phase II. The corridors are expected to provide proper interchange facilities for areas such as Old Madras Road, CMH Road, Ulsoor Road, MG Road, Magadi Road, KR Road, Lalbagh and Jayangar. In addition, a Commuter Railway System has been proposed,

which would integrate the Metro mass rapid transit system with the existing commuter railway system. The first phase of the project is expected to be completed by the end of calendar 2011. (*Source: www.bmrc.co.in*)

- *New international airport:* the new Bengaluru International Airport commenced operations on May 23, 2008, and is expected to serve approximately 11.4 million passengers per annum, as compared to the five million passengers per annum by the former airport at Indirangar. CRISL Research indicates that it is already the fourth busiest airport in India. Ongoing improvements include planning for a high-speed rail link between the city and the airport, as well as additional flyovers, elevated roads and bridges at intersections and bottlenecks in the road infrastructure (the NH7).

- *Road transportation:* CRISIL Research indicates that road traffic in Bengaluru has increased by 600% in the last 25 years. As such, and in order to manage this increase in road traffic, the BMA proposes to develop and upgrade the existing road transportation infrastructure, include an elevated core ring road of 29.5 kilometre, and outer ring road of 62 kilometre, an intermediate ring road of 188 kilometre, a peripheral ring road of 114 kilometre and a satellite township ring road connecting the outlying areas of Bengaluru.

- *Water supply and sanitation:* The Bengaluru Water Supply and Sewage Board ("**BWSSB**"), initially only responsible for the BMP area, has now assumed responsibility for water and sanitation for the entire BMA area. The BWSSB is planning projects to upgrade access and quality of water supply and sanitation services in the BMA area.

(Source: CRISIL Research: City Real(i)ty, 2009)

Analysis of Bengaluru's Key Residential and Commercial Micro-Markets

Residential

The Bengaluru residential real estate market is largely dependent on the performance of the IT/ITeS sector, which was severely impacted by the global economic slowdown in Fiscal 2009. However, with the gradual recovery in both the economy and the IT/ITeS sector, demand for real estate has increased during the first half of 2010. CRISIL Research expects capital values to remain stable in the third quarter of calendar 2010 and to rise marginally in the fourth quarter of calendar 2010, largely due to greater employment opportunities in the IT/ITeS sector, salary increases and gradual improvement in investor confidence. CRISIL Research expects capital values to rise by 5-8% in calendar 2011. Approximately 82.8 million sq. ft. of residential properties have been planned across the city until calendar 2012. (*Source: City Real(i)ty, Bengalaru, CRISIL Research, August 2010 ("**City Real(i)ty, Bengalaru, August 2010**")*)

Bengaluru's residential area stretches from Bellary Road in the north to Bannerghatta Road and Kanakpura road in the south and from Tumkur Road in the city's northwest to Whitefield in the east. With the development of the IT/ITeS sector in the city's eastern quadrant, areas in and around Whitefield have grown rapidly over the last few years, with approximately 27% of new projects in this area. MG Road and the surrounding areas have become popular commercial destinations for retail outlets, banks and financial services. In addition, North Bengaluru (areas in and around Hebbal) has gained prominence over the last few years due to the commencement of the new international airport at Devanhalli. CRISIL Research estimates that approximately 21% of residential supply in the next two to three years will be in this area. (*Source: City Real(i)ty, Bengalaru, August 2010*)

The table below provides a summary of the expected demand/supply, minimum annual household threshold income ("**MAHTI**") and the trend in capital values in the Bengaluru Metropolitan Area:

Residential: MAHTI, affordability, demand and supply

Regions	Key areas	MAHTI^	Affordability* = Property cost/ Annual income			Estimated demand	Planned supply (mn. sq. ft.)	CRISIL Research's estimated supply (mn. sq. ft.) 2010-12
		As of 30.06.2010 (Rs lakhs)	H1 2009	H2 2009	As on 30.06.2010	(mn. sq. ft.) 2010-12		
In and around Hebbal (new international airport)	Hebbal Banaswadi	5.7	7.9	7.7	7.5		15.9	12.9
In and around Malleshwaram	Sadashivnagar Malleshwaram RMV Extension Cox Town, Frazer Town, Jayamahal In and around Rajajinagar	10.6	14.4	14.5	14.1		6.8	6.3
In and around MG Road	MG Road, Brigade Road, Brunton Road, Lavelle Road Indiranagar	17.1	23.4	23.1	22.7		1.3	1.3
Jayanagar and surrounding areas	Jayanagar JP Nagar Koramangala	8.7	11.8	11.8	11.5		8.8	5.5
In and around Whitefield	Whitefeld, Marathahalli Sarjapur Old Madras Road	4.0	5.6	5.5	5.4		24.9	16.0
In and around Hosur Road	Hosur Road Bannerghatta Road Kanakpura Road Mysore Road	5.3	7.5	7.4	7.0		25.1	18.4
Total						**56.1**	**82.8**	**60.4**

^ Minimum annual household threshold income needed to buy a house.

*A lower ratio suggests higher affordability and vice versa.

Source: CRISIL Research

(*Source: City Real(i)ty, Bengalaru, August 2010*)

Commercial

The planned supply of commercial office space is approximately 100 million sq. ft., of which approximately 23.7 million sq. ft. is estimated to be completed between the 2010 and 2012 calendar years. Of this estimated supply, approximately 63% is expected to be developed in Whitefield and another 21% in Hebbal and other nearby areas. (*Source: City Real(i)ty, Bengalaru, August 2010*)

The commencement of the international airport and the development of business parks such as Embassy Kirloskar Business Park and Embassy Manyata Business Park are examples of increased commercial activity in Hebbal and the surrounding areas. CRISIL Research expects lease rentals to rise by approximately 6% in calendar year 2011. CRISIL Research further believes that demand for commercial properties will be supported by proximity to the new international airport, improved transport facilities, including the planned metro in the area to improve connectivity to other parts of the city and improved infrastructure such as schools and retail development. (*Source: City Real(i)ty, Bengalaru, August 2010*)

Lease rentals in and around MG Road will remain stable during the second half of 2010 and are expected to rise by approximately 9% in calendar 2011. CRISIL Research expects this area to witness an increase in demand due to the strong presence of the IT/ITeS sector, as well as banking and other financial sectors. (*Source: City Real(i)ty, Bengalaru , August 2010*)

Approximately 53% of the city's total commercial supply is expected to come up in Whitefield during 2010 and 2012 calendar years. CRISIL Research expects lease rentals to increase by approximately 7% in calendar 2011 due to the area being a major IT/ITeS destination with many SEZs and tax free zones, as well as infrastructure

initiatives between Whitefield and the new international airport and the retail development. (*Source: City Real(i)ty, Bengalaru, August 2010*)

Electronic City is an industrial park and houses companies such as HP, Infosys, Motorola and Wipro. CRISIL Research estimates that lease rentals in this area will remain stable in calendar 2010 before rising marginally in calendar 2011. While CRISIL Research estimates that only 1-2% of the total expected supply will come out of this area, commercial activity will be supported by the commencement of the new 10km flyover over Hosur Road to provide better connectivity to the new international airport as well as initiatives such as Electronic City Phase II, with better infrastructure and tax-free zones. (*Source: City Real(i)ty, Bengalaru , August 2010*)

Bannerghatta Road houses a number of IT companies such as a Infosys, Oracle Corporation and IBM and educational institutions such as the Indian Institute of Management. CRISIL Research expects lease rentals to increase marginally by approximately 3% in calendar 2011. (*Source: City Real(i)ty, Bengalaru, August 2010*)

Due to its proximity to Whitefield and the Outer Ring Road, the Marathahalli-Sarjapur area is also well placed for commercial activity. CRISIL Research expects lease rentals to increase by 6% in calendar 2011 due to improved infrastructure and roads and well as attractive rentals as compared to other parts of the central business district. (*Source: City Real(i)ty, Bengalaru, August 2010*)

BUSINESS

In this section, unless the context indicates a contrary intention, any reference to "we", "our" and "us" refers to our Company and our Subsidiaries on a consolidated basis.

Overview

We have over 24 years of experience in real estate development, and are one of the leading real estate development companies in south India. We have completed 150 real estate projects of approximately 34.23 million sq. ft. We have developed a diversified portfolio of real estate development projects focusing on projects in the residential (including apartments, villas, plotted developments and integrated townships), commercial (including corporate office blocks, built-to-suit facilities, technology parks and campuses and SEZs), hospitality (including hotels, resorts and serviced accommodation) and retail (including shopping malls) segments of the real estate industry. We currently own or hold development rights for 57.36 million sq. ft. of Developable Area, which includes 28.43 million sq. ft. of Saleable Area and 11.04 million sq. ft. of Leasable Area.

Our Promoters have been associated with the real estate business since 1981. We were established as Prestige Estates and Properties, a partnership firm, in 1986. We are experienced in all aspects of the real estate development business, including land identification and acquisition, development, design, project management, sales and marketing, interiors and the provision of property services in relation to real estate developments.

We believe that we have established a strong brand image, have a successful track record of execution and a diversified portfolio of real estate projects. In the past five years, we have completed:

- 16 residential projects with a Developable Area of 11.52 million sq. ft. (of which the Saleable Area is 8.59 million sq. ft.). This includes developments such as *Prestige Ozone and Prestige St. John's Wood*;
- 23 commercial projects with a Developable Area of 7.14 million sq. ft. (of which the Saleable Area is 2.72 million sq. ft., and the Leasable Area is 1.21 million sq. ft.). This includes projects such as *UB City* and *Prestige Technology Park*;
- two hospitality projects with a Developable Area of 0.35 million sq. ft. (which is equivalent to approximately 177 keys, and of which the Leasable Area is 0.34 million sq. ft.). This includes projects such as *Oakwood Premier Prestige Serviced Apartments*; and
- two retail projects with a Developable Area of 0.69 million sq. ft. (of which the Leasable Area is 0.26 million sq. ft.). We have also completed projects such as *The Forum Mall* and *Forum Value Mall*.

We currently have 32 Ongoing Projects which comprise 11 residential projects with a Developable Area of 10.92 million sq. ft. (of which the Saleable Area is 9.27 million sq. ft.), 14 commercial projects with a Developable Area of 18.32 million sq. ft. (of which the Saleable Area is 5.91 million sq. ft. and the Leasable Area is 6.14 million sq. ft.), four hospitality projects with a Developable Area of 1.26 million sq. ft. (which is equivalent to approximately 655 keys, and of which the Leasable Area is 0.91 million sq. ft.) and three retail projects with a Developable Area of 3.39 million sq. ft. (of which the Leasable Area is 1.20 million sq. ft.).

Our Ongoing Projects include our flagship real estate development, *Prestige Shantiniketan*, a mixed-use township located in Whitefield, Bangalore. *Prestige Shantiniketan* is comprised of 14.62 million sq. ft. of Developable Area, across the residential (including 6.07 million sq. ft. of Saleable Area), consisting of 24 blocks of which 17 blocks, with a Developable Area of 6.14 million sq. ft., was completed in July 2010, commercial (including 4.42 million sq. ft. of Saleable Area) and retail (including 0.67 million sq. ft. of Leasable Area) real estate segments (the retail component of the project is classified as a Project Under Development, below).

We currently have 13 Projects Under Development, which comprise five residential projects with a Developable Area of 5.34 million sq. ft. (of which the Saleable Area is 4.28 million sq. ft.), four commercial projects with a Developable Area of 1.72 million sq. ft. (of which the Saleable Area is 0.74 million sq. ft. and the Leasable Area is 0.05 million sq. ft.), two hospitality projects with a Developable Area of 1.13 million sq. ft. (which is

equivalent to approximately 507 keys, and of which the Leasable Area is 0.72 million sq. ft.) and two retail projects with a Developable Area of 1.97 million sq. ft. (of which the Leasable Area is 0.90 million sq. ft.).

We currently have nine Forthcoming Projects, which comprise five residential projects with a Developable Area of 9.77 million sq. ft. (of which the Saleable Area is 7.80 million sq. ft.), two commercial projects with a Developable Area of 2.35 million sq. ft. (of which the Saleable Area is 0.42 million sq. ft. and the Leasable Area is 0.51 million sq. ft.) and two retail projects with a Developable Area of 1.20 million sq. ft. (of which the Leasable Area is 0.61 million sq. ft.). At present we have no Forthcoming Projects for our hospitality business.

As part of our business model, we have access to a land bank, which consists of lands upon which there is no present development. As of August 31, 2010, our Land Bank aggregated approximately 483.16 acres. We believe that continuing to build our Land Bank is critical to our growth strategy and we intend to continue acquiring land in strategic locations across Bangalore and south India in order to maximize opportunities for projects in the future.

In our retail business, we have entered into a joint venture with CRIDF, an associate of CapitaMalls Asia. CapitaMalls Asia is one of the largest listed "pure-play" shopping mall owners, developers and managers in Asia by total property value of assets and by geographic reach, in terms of number of malls and cities. The joint venture is aimed at developing six retail projects (principally mall developments) with a total Developable Area of 5.61 million sq. ft. (of which the Leasable Area is 1.83 million sq. ft.) in south India, and pursuant to a framework agreement between our Company and CRIDF for the joint development of these projects. We have also entered into a joint venture with CapitaMalls Asia for the purpose of managing the retail malls developed by the joint venture with CRIDF.

While our real estate development business continues to be our primary focus, we also offer a variety of services through our real estate services business. This includes the provision of property management services for our commercial and residential developments, sub-leasing and fit-out services, project and construction management services, interior solutions services, mall management services (which includes the retail real estate projects that we complete pursuant to our joint ventures with CRIDF) and the operation of our hospitality projects.

Our consolidated total income for the three months ended June 30, 2010, Fiscal 2010, Fiscal 2009 and 2008 was Rs. 3,094.56 million, Rs. 10,860.11 million, Rs. 9,161.51 million and Rs. 9,892.63 million, respectively.

The following map illustrates our geographic presence in cities across south India:

Our Competitive Strengths

A strong execution track record and capability

We have a proven execution track record across a diversified portfolio of real estate projects. As of August 31, 2010, we completed construction of 34.23 million sq. ft. of Developable Area across the residential, commercial, hospitality and retail segments of the real estate market in Bangalore. We believe that we have developed some of the most identifiable landmarks in Bangalore, including *Prestige Shantiniketan*, one of the largest integrated township development in Bangalore; *UB City*, one of the largest mixed-use development in Bangalore's Central Business District; *The Forum Mall* in Bangalore, which was named as *Most Admired Shopping Centre Of The Year: Retailer's Choice*, at the 2008 *India Retail Forum Awards; Cessna Business Park*, a dedicated IT/ITeS SEZ development; and Angsana Spa & Resort, an exclusive 79-room resort in Bangalore. Our operations span different aspects of real estate development, including the identification of potential projects and the acquisition of land, project planning, design, construction management and project management. We have approximately 185 technically qualified personnel who oversee and execute many of the key aspects of real estate development, such as architecture, engineering, procurement and contracts and project management. We also leverage the expertise of external professionals such as architects, construction contractors, interior designers, landscape experts, building services consultants and advertising agencies. We

place emphasis on cost management and rigorously monitor our projects to ensure that costs remain within the budgeted amounts. To mitigate the risks related to cost and time overruns, we typically award different aspects of the construction of our projects to different contractors. In recognition of our process for the development of our projects, we received an ISO 9001:2000 certification for management processes in 2003, and were awarded the CRISIL DA1 rating in the years from 2003 to 2008, in recognition of the quality of our projects and for delivering Completed Projects to our customers on time. We currently have a CRISIL DA2+ rating.

A diversified portfolio of real estate projects

Our portfolio of Ongoing Projects, Projects Under Development and Forthcoming Projects is widely spread across the Bangalore area, and targets diverse categories (within the residential, commercial, hospitality and retail segments) and customer groups. We are also expanding our operations to include various cities across south India. We believe that the range of locations and product offerings that comprise our portfolio of Ongoing Projects, Projects Under Development and Forthcoming Projects will help provide us with stable cash flows over the near to medium term. Our projects are carefully planned and we conduct comprehensive market research and analysis of proposed projects to analyse absorption trends, competitive factors, market prices and product gaps. As a result, we are able to customize our product offerings to cater to customer and market demand in the particular location of the project.

The following table sets out our Ongoing Projects, Projects Under Development and Forthcoming Projects as a proportion of total Developable Area under Ongoing Projects, total Developable Area under Projects under Development and the total Developable Area under Forthcoming Projects, respectively, and total Saleable Area across our various real estate businesses as at August 31, 2010:

Type of real estate development	Ongoing Projects		Projects Under Development		Forthcoming Projects[1]	
	Proportion of total Developable Area	Proportion of total Saleable Area	Proportion of total Developable Area	Proportion of total Saleable Area	Proportion of total Developable Area	Proportion of total Saleable Area
			(%)			
Residentia	32	61	53	85	73	95
Commercial	54	39	17	15	18	5
Hospitality	4	n/a	11	n/a	n/a	n/a
Retail	10	n/a	19	n/a	9	n/a

[1] *In relation to all the Forthcoming Projects mentioned in the table above, the relevant approvals for conversion of the land (wherever applicable) have been obtained, the remaining land is in the process of being acquired and internals designs and plans have been finalized. The process of making applications for approvals have not commenced in relation to any of these projects.*

The following table sets out the number of Ongoing Projects, Projects Under Development and Forthcoming Projects we have in cities across south India as at August 31, 2010:

City	Ongoing Projects	Projects under Development	Forthcoming Projects	Developable Area (in million sq.ft.)	Percentage of total Ongoing Projects, Projects under Development and Forthcoming Projects
Bangalore	24	9	6	41.89	72.22
Chennai	5	0	1	7.96	11.11
Cochin	1	3	0	2.74	7.42
Hyderabad	1	1	0	2.12	3.70
Mysore	0	0	2	1.90	3.70

Mangalore	1	0	0	0.75	1.85
TOTAL	32	13	9	**57.36**	**100**

Strong brand name

We believe that we have established a reputable brand name in the real estate market in south India due to the distinctive design, planning, high quality execution and prompt delivery of our projects, in conjunction with a customer-focused sales and marketing capability. We believe that our strong and recognizable brand increases customer confidence in our projects and influences our customers' buying decisions.

Our attention to quality and commitment to timely delivery of our projects has resulted in us receiving various awards, which have served to enhance our brand and reputation. In addition to our CRISIL DA2 rating, we were awarded the *Best Real Estate Developer in India* award in 2005 by Euromoney, and our real estate projects have also won numerous awards and prizes (See: "*Our Operations — Our Real Estate Development Business*", below).

We believe that our strong brand name and reputation is evidenced by the fact that several of our residential projects have been pre-sold prior to the commencement of construction, such as *Prestige St. John's Wood*, *Prestige Ozone*, *Prestige Palms* and *Prestige Shantiniketan*.

Our partnership with CRIDF

In our retail business, we have entered into a joint venture with CRIDF, an associate of CapitaMalls Asia. CapitaMalls Asia is one of the largest listed "pure-play" shopping mall owners, developers and managers in Asia by total property value of assets and by geographic reach, in terms of number of malls and cities. Our joint ventures with CRIDF are aimed at developing retail projects in south India in cities such as Bangalore, Mysore, Mangalore, Hyderabad and Cochin. We estimate that the total Developable Area and Leasable Area under these joint venture projects will be approximately 5.61 sq. ft. and 1.83 million sq. ft., respectively. We have also entered into a joint venture with CapitaMalls Asia for the purpose of managing the retail malls developed by the joint venture with CRIDF.

We believe that these arrangements will blend CRIDF's and CapitaMalls Asia's expertise and experience in developing leading retail developments with our local knowledge and expertise. For more information on these joint venture agreements, see "*History and Corporate Structure*" on page 159.

Experienced management team

Our management team has three decades of experience in the Bangalore and south Indian real estate development market. Our staff of professionals cover a variety of disciplines, including finance, engineering, project management, architecture, accounting, marketing and sales. Our key management personnel have been employed by our Company for an average of 10 years. Our management has experience in identifying market trends, identifying strategic locations for land acquisition and new markets and potential sites for development and acquiring land and development rights, as well as in the design, engineering, construction management, supervision and marketing of projects. We believe that these strengths make us a preferred partner for joint ventures and joint developments in the real estate market in south India, and with leading international developers and investors such as CRIDF.

Strong client base

We have been able to successfully establish and nurture relationships with reputable commercial clients, for whom we have undertaken numerous developments. These include Cisco Systems (seven developments between 2000 and 2009, with a total Leasable Area of 1.85 million sq. ft.) and Reliance Industries (two developments between 2003 and 2007 with a total Leasable Area of 0.19 million sq. ft.). In addition, in the IT/ITeS market segment, we have completed projects for a leading technology company (five developments

between 2001 and 2005 with a total Leasable Area of 0.72 million sq. ft.), and a leading enterprise software company (five developments between 2002 and 2007 with a total Leasable Area of 0.87 million sq. ft.). We believe that our strong relationships with our clients provides us with opportunities to undertake additional developments for those clients. In addition, we believe our significant client base minimizes our dependence on any one client or group of clients.

Our Strategy

The key elements of our business strategy are:

Continue to expand and develop our Land Reserves

We believe that continuing to expand and develop our Land Reserves is critical to increasing our market penetration across the various market segments in which we operate. The time it takes to develop a project varies depending on a variety of factors, including the size of a project, and we aim to develop and sell our Land Reserves within a development time of 12 to 48 months from the time the acquisition of land is complete. Increasing our market share in the residential, commercial, hospitality and retail segments is central to our growth strategy and we intend to continue acquiring land at strategic locations in Bangalore and across south India. We believe that we have enhanced our Land Reserves by acquiring large and contiguous parcels of land at competitive costs, thereby allowing us to undertake large scale residential, commercial, hospitality and retail projects. We focus on geographic areas where we see capital appreciation opportunities by developing such projects for sale or lease in our market segments.

Diversify our revenue streams

We intend to diversify our revenues in two ways: first, we intend to develop a wide price range of apartments, corporate office space, integrated townships and mixed-use developments, hotels, malls, multiplexes and shopping complexes. We believe that by diversifying our project portfolio in this manner, we will be able to diversify the revenue sources from our real estate development business through both the sale of projects (primarily for residential and commercial developments) and the lease of projects (primarily for commercial and retail developments). Secondly, we intend to expand and grow the service offerings of our real estate services business by offering property management services, sub-leasing and fit-out services, project and construction management services, interior design services and mall management and facilities management services. Through diversifying our revenue sources, we intend to capitalize on the development opportunities generated by various sectors of the Indian economy. For instance, we believe that our joint ventures with CRIDF for the development of six malls across south India will not only enhance our revenue from Leasable Area in those mall developments, but will also increase the revenue from our mall management and facilities management services.

Expand our geographical presence in south India

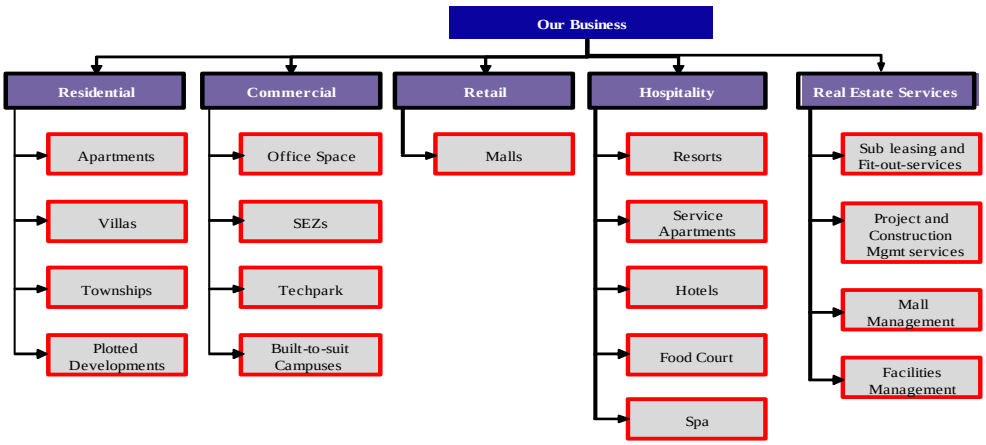
Our real estate development activities have been focused in Bangalore, where we believe we are a leading real estate developer. We are in the process of geographically diversifying and expanding our real estate development business into the south Indian cities of Chennai, Cochin, Hyderabad, Mangalore and Mysore. Whilst we have Ongoing Projects, Projects Under Development, Forthcoming Projects and / or Land Bank in these cities, we intend to further develop apartments, corporate office space, townships, and malls and also undertake plotted developments. We have recently entered into a joint development arrangement for a Forthcoming Project in Chennai with a Developable Area of 4.60 million sq. ft. (of which the Saleable Area is 2.76 million sq. ft.).

Pursue our integration strategy

We intend to integrate our business and operations by further developing our in-house construction management, property management and interior design capabilities. In 2009, we acquired 75% of the share capital of Team United, a construction company in south India, with the aim of developing an in-house

capability to construct our own projects. Team United has already been integrated into our Company, and provides construction management services for our developments. Prestige Property Management and Services, our in-house property management division was established in 1996, and presently has approximately 1,619 employees which deal with all aspects of property management for our projects, including safety and security, cleaning, maintenance, landscaping and general facilities management. We believe that having a dedicated in-house property management team differentiates us from our competitors, who traditionally outsource the property management function, in that we are able to maintain stronger control over the quality and maintenance of our projects. Our in-house interior design division provides both customized and standardized interior design and construction services for our residential and commercial projects, and liaises with our clients, architects, consultants and suppliers to ensure that the interior design and fit-out of premises is in accordance with our clients' specifications, and remains within budget and timelines for those projects. Through this integration, we hope to set more efficient budgets and better control the timing of completion and quality standards of our various projects.

Our Operations



Our business is divided into two main segments, namely:

- Our Real Estate Development Business, which is our principal business and focuses on real estate development projects in the residential (including plotted developments), commercial (including built-to-suit developments), hospitality and retail segments of the real estate industry. In addition, we generate revenues from leasing commercial, hospitality and retail space; and
- Our Real Estate Services Business, which focuses on property management services for our real estate developments, sub-leasing and fit-out services, project and construction management services and mall management and facilities management (including the operation of our hospitality business) services.

Our Real Estate Development Business

Our real estate activities focus on the development of four principal types of real estate projects under the registered brand name, Prestige, namely –

- *Residential Projects: such as apartments, villas, townships and plotted developments;*

- *Commercial Projects: such as corporate office blocks, SEZs, technology parks, and built-to-suit facilities;*
- *Hospitality Projects: such as hotels, resorts, spas and serviced apartments; and*
- *Retail Projects: such as malls.*

The following table represents the aggregate Developable Area, Saleable Area and Leasable Area of our Completed Projects and Ongoing Projects in each of our four types of real estate projects, as of August 31, 2010:

Project Type	Completed Projects	Ongoing Projects		
	Developable Area	Developable Area	Saleable Area	Leasable Area
		(in million sq. ft.)		
Residential	21.71	10.92	9.27	n/a
Commercial	10.59	18.32	5.91	6.14
Hospitality	0.55[1]	1.26[2]	n/a	0.91
Retail	1.38	3.39	n/a	1.20
TOTAL	**34.23**	**33.89**	**15.18**	**8.25**

The following table represents the aggregate Developable Area, Saleable Area and Leasable Area of our Projects Under Development and Forthcoming Projects in each of our four types of real estate projects, as of August 31, 2010:

Project Type	Projects Under Development			Forthcoming Projects		
	Developable Area	Saleable Area	Leasable Area	Developable Area	Saleable Area	Leasable Area
			(in million sq. ft.)			
Residential	5.34	4.28	n/a	9.77	7.80	n/a
Commercial	1.72	0.74	0.05	2.35	0.42	0.51
Hospitality	1.13[3]	n/a	0.72	—	—	—
Retail	1.97	n/a	0.90	1.20	n/a	0.61
TOTAL	**10.16**	**5.02**	**1.67**	**13.32**	**8.22**	**1.12**

[1] *Equivalent to approximately 356 keys.*
[2] *Equivalent to approximately 655 keys.*
[3] *Equivalent to approximately 307 keys*

Our Residential Business

We develop a wide range of residential projects, from luxury apartments and villas to townships, focussing on the middle and upper income segments of the residential property market in south India. We make concerted efforts to ensure that our residential projects reflect what we believe to be innovative designs and modern architectural styles. As such, each of our residential projects differ from each other according to aesthetic features, location, design and specification, and are in some instances, such as *Prestige Exotica*, incorporated into a larger development (such as townships) that may include additional amenities such as gymnasiums, gardens, pools and recreational facilities. We generate revenue from our residential projects through the sale of residential units. In addition, we also supervise the construction of and sell plotted developments, which comprises building amenities such as internal roads, electricity supply, sanitation facilities and water supply for residential projects.

Our residential business projects comprised approximately 45% of all Developable Area of our real estate developments as of August 31, 2010. We have developed 16 Completed Projects in the residential sector in south India in the last five years, and have 11 Ongoing Projects, five Projects Under Development and five Forthcoming Projects for our residential business.

Our Completed Projects - Residential

The following table details our Completed Projects for the last five years:

S. No.	Name of Project and Location[2]	Developable Area	Share of Joint Development[1]	Saleable Area	Area sold	Total Number of Units	Completion Date:
		(in sq. ft)		*(in sq. ft)*			
1.	Prestige Clarke Woods – Clarke Road, Bangalore, Karnataka	62,900	50%	31,450	31,450	22	December 2005
2.	Prestige Richmond – Richmond Road, Bangalore, Karnataka[3]	57,060	43%	24,536	24,535	27	December 2005
3.	Prestige Clark Ville – Clarke Road, Bangalore, Karnataka	44,084	100%	44,084	44,084	14	December 2005
4.	Prestige Ozone – Whitefield, Bangalore, Karnataka	776,210	100%	776,210	776,210	281	March 2006
5.	Prestige Samudra Darshan – Calapur Village, Tozwadi, Goa	18,215	75%	13,661	9,108	4	May 2006
6.	Prestige Palms – Whitefield, Bangalore, Karnataka	473,568	100%	473,568	470,864	256	January 2007
7.	Prestige Benson Court – Benson Town, Bangalore, Karnataka	48,688	50%	24,313	24,313	12	January 2007
8.	Prestige Abshot – Sankey Road, Bangalore, Karnataka	77,190	50%	38,715	38,715	18	August 2008
9.	Prestige Andree Residences – Andree Road, Bangalore, Karnataka	45,822	50%	23,555	22,172	13	August 2008
10.	Prestige St John's Wood (Phase I and II) – Koramangala, Bangalore, Karnataka	1,063,289	88%	935,694	935,694	485	October 2005
11.	Prestige Wellington Park – H M T Road, Bangalore, Karnataka	1,059,834	100%	1,059,834	949,615	482	August 2009
12.	Prestige Kensington Gardens – HMT Road, Bangalore, Karnataka	928,685	30.33%	281,670	245,897	419	August 2009

S. No.	Name of Project and Location[2]	Developable Area	Share of Joint Development[1]	Saleable Area	Area sold	Total Number of Units	Completion Date:
		(in sq. ft)		*(in sq. ft)*			
13.	Prestige White Lodge, Hayes Road, Bangalore, Karnataka	34,218	50%	17,109	17,109	6	February 2010
14.	Prestige Melbrooke D'Costa Layout, Bangalore, Karnataka	34,063	50%	17,032	12,843	12	July 2010
15.	Prestige Shantiniketan – Whitefield, Bangalore, Karnataka[5]	6,143,192	73.61%	4,522,004	4,055,442	2,231	July 2010
16.	Prestige Notting Hill – Bannerghatta Road, Bangalore, Karnataka[4]	650,995	47%	305,968	258,845	288	August 2010
	TOTAL	**11,518,013**		**8,589,403**	**7,916,896**	**4,570**	

1 *Reflects the percentage of sale proceeds from the Developable Area that we are entitled to retain under a joint development agreement in respect of the project.*

2 *All completed projects (as above) are maintained by Prestige Property Management Services. See – "- Our Real Estate Services Business – Property Management Services", below.*

3 *This project is held through an associate. For a discussion of how we recognize income from this project, see "Management's Discussion and Analysis of Financial Condition and Results of Operations – Significant Accounting Policies – Principles of Consolidation".*

4 *This project is held through an associate. For a discussion of how we recognize income from this project, see "Management's Discussion and Analysis of Financial Condition and Results of Operations – Significant Accounting Policies – Principles of Consolidation".*

5 *Prestige Shantiniketan consists of 24 residential blocks, out of which we have received occupancy certificates for 17 blocks.*

Set forth below is a brief description of two notable Completed Projects of our residential business in the last five years:

- *Prestige Ozone* –is an exclusive 281 unit gated-community located in Whitefield, Bangalore, and was completed in March 2006. A distinctive feature of this development is its master planning, which has focused on open spaces (which includes one large park and open spaces distributed throughout the project area), landscaped areas and a common design theme for all units in the project. The project benefits from a clubhouse with recreational facilities, a restaurant and an Angsana Spa. In addition, the project includes a play area, party area, swimming pool, amphitheatre and central leisure facilities which house a gym, billiards room, tennis courts, health club, card room, library, coffee shop and lounge. The project is targeted at customers in the upper income segment of the residential market, with a client profile comprised of senior executives of companies and the business community. All units in this project were sold by launch.
- *Prestige Notting Hill* - is situated on Bannerghatta Road. The development has 288 apartments spread over five high rise blocks and has features which include a club house and a children's play area as well as recreational amenities such as badminton and basketball courts. The size of the apartments range from 1,444 sq. ft. to 1,804 sq. ft., consisting of two- and three-bedrooms. The development also has parking facilities in the basement and on the street level. The project is targeted at the middle income segment of the market.

We have won numerous awards for the Completed Projects of our residential business, including the following

- *Best High Rise Development* – awarded to us at the 2008 *CNBC Asia Pacific Property Awards* for *Prestige Exotica*;
- *Best Architecture (Multiple Units)* – awarded to us at the 2008 *CNBC Asia Pacific Property Awards* for *Prestige Acropolis*, a residential development consisting of 286 luxury apartments completed in January 2000.
- *Best Redevelopment* – awarded to us at the 2008 *CNBC Asia Pacific Property Awards* for *Prestige Elgin*, a luxury apartment development comprising 52 units, located in Hosur Road, Bangalore, completed in 2008; and
- *Best Heritage (Restoration) Development* – awarded to us at the 2009 *FIABCI Prix d'Excellence for Prestige Elgin*.

Our Ongoing Projects – Residential

The following table details our Ongoing Projects as at August 31, 2010:

S. No.	Name of Project and Location	Developable Area	Share of Joint Development[1]	Saleable Area	Total number of units	Construction Commencement Date	Expected Completion Date[3]
		(in sq. ft.)		*(in sq. ft.)*			
1.	Prestige Neptune's Courtyard – Marine Drive, Kanayanur, Cochin, Kerala	1,080,156	100%	1,080,156	374	January 2007	March 2011
2.	Prestige Shantiniketan – Whitefield, Bangalore, Karnataka[2]	2,109,241	73.61%	1,552,612	792	May 2005	November 2010
3.	Prestige Ashcroft – Lavelle Road, Bangalore, Karnataka	39,400	50%	19,700	8	August 2008	December 2010
4.	Prestige South Ridge – Banshankari, Bangalore, Karnataka	856,966	100%	856,966	264	May 2007	March 2011
5.	Prestige Silverdale – Sarjapur Road, Bangalore, Karnataka	187,629	100%	187,629	91	May 2008	March 2011
6.	Prestige Oasis – Dodballapur Road, Bangalore, Karnataka	705,185	100%	705,185	182	June 2008	September 2011
7.	Prestige Golfshire (Villas) – Nandi Hills, Bangalore, Karnataka	1,958,975	100%	1,958,975	225	July 2009	June 2012
8.	Kingfisher Towers - Vittal Mallya Road, Bangalore,	1,090,751	45%	490,838	82	August 2010	July 2013

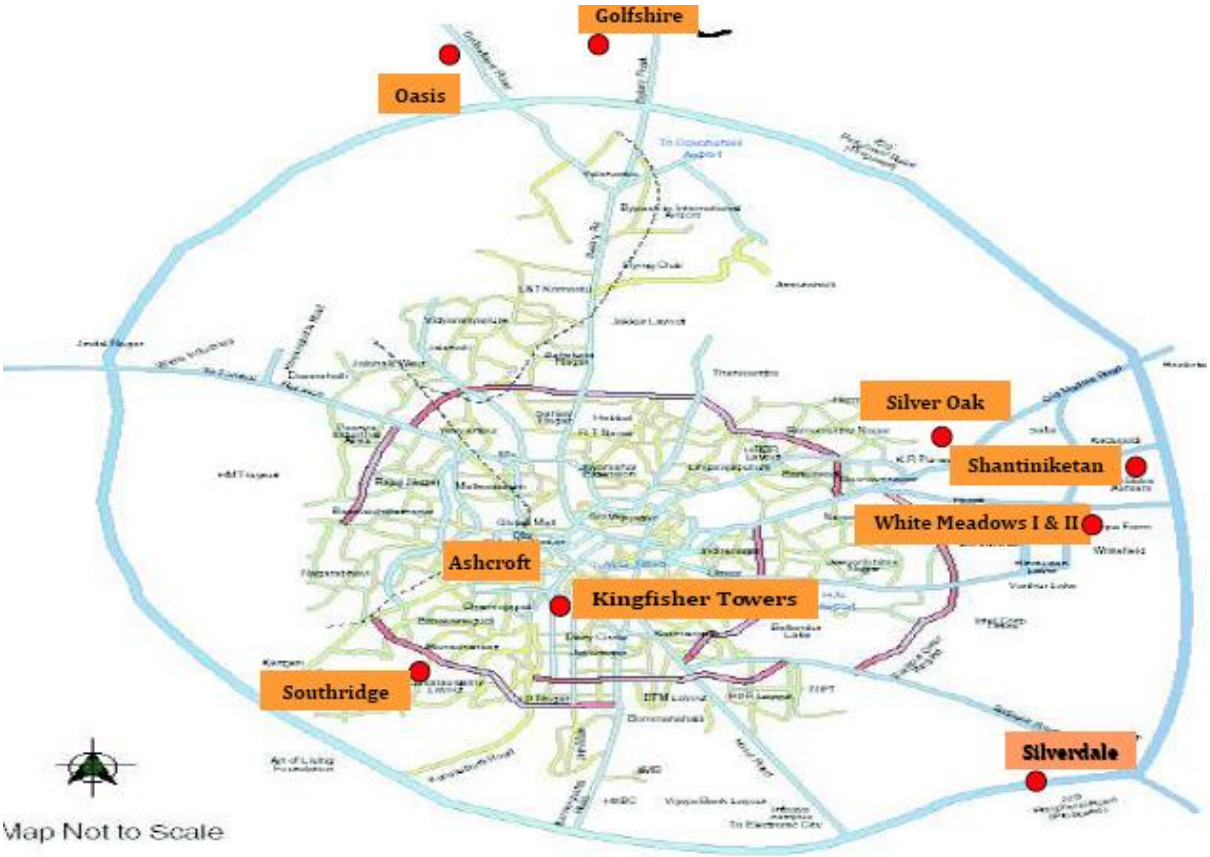
S. No.	Name of Project and Location	Developable Area	Share of Joint Development[1]	Saleable Area	Total number of units	Construction Commencement Date	Expected Completion Date[3]
		(in sq. ft.)		*(in sq. ft.)*			
	Karnataka						
9.	Prestige Silver Oak - ECC Road, Whitefield, Bangalore, Karnataka	657,384	95%	624,515	178	August 2010	July 2013
10.	Prestige White Meadows I – Whitefield, Bangalore, Karnataka	1,067,956	100%	1,067,956	114	January 2010	December 2013
11.	Prestige White Meadows II – Whitefield, Bangalore, Karnataka	1,163,411	62.50%	727,132	166	January 2010	December 2013
	TOTAL	**10,917,054**		**9,271,664**	**2,476**		

1 *Reflects the percentage of sale proceeds from the Saleable Area and / or percentage of rental income from the Leasable Area that we will be entitled to retain under a joint development agreement in respect of the project.*

2 *Prestige Shantiniketan consists of 24 residential blocks, out of which we have received occupancy certificates for 17 blocks.*

3 *The details of each of the projects in the table above are based on management plans and are subject to change.*

The following map illustrates the locations of our residential Ongoing Projects in Bangalore:



Set forth below is a description of four of the notable Ongoing Projects of our residential business:

- *Prestige Neptune's Courtyard* –is a marina condominium development situated on Marine Drive, Cochin. The development consists of 374 apartments housed in seven towers of 17-floors each. The apartments have views of the Backwaters, the Arabian Sea and Kochi. The project has been designed utilising what we believe to be modern architectural techniques, and we have retained CPG, Singapore, as the architects for the development. We have sought to add features which we believe to be novel to the Cochin residential market, and by reference to the location of the project. The project benefits from a waterfront promenade and observation deck, a club house, swimming pools, ponds, an amphitheatre and a barbeque area. Other features of the development include reception areas for each tower and a "Sky Club" on the 13th floor of each tower which houses a lounge, party hall and small theatre. The project consists of three- and four-bedroom apartments (from 2,099 sq. ft. three-bedroom apartments and 2,895 sq. ft. four-bedroom apartments), duplexes and triplexes (ranging from 2,744 sq. ft. to 4,706 sq. ft. four-bedroom duplexes and 9,543 sq. ft. to 11,877 sq. ft. five-bedroom triplexes). The triplex units will benefit from individual facilities such as private pools, Jacuzzi's and decks. 63% of the development has been pre-sold and construction is at an advance stage. The project is targeted at the upper income segment of the market.
- *Prestige South Ridge* – will be a condominium development situated in Banashankari, which we believe to be a preferred location in South Bangalore. The property is situated in close proximity to the Ring Road, the Bangalore-Mysore Highway and the NICE expressway, which provides easy access to other parts of the city. The development consists of 264 of apartments housed in five towers: two towers of 16-floors each, two towers of 15-floors each and one tower of four floors, each with views of

Bangalore. Only 18% of the site has been utilized for construction, with the remainder being set aside for landscaping. Each of the five towers has been placed on the periphery of the development, in order to maximise the views from the apartments and the daylight which they receive, and have been positioned so that none of the views are obstructed from the living rooms, dining rooms and balconies. The project will benefit from amenities such as a club house, health club, party hall, landscaped spaces and swimming pools. The project consists of two-, three- and four-bedroom apartments, ranging from 1,365 sq. ft. for a two-bedroom apartment to 2,981 sq. ft. for a four-bedroom apartment. 74% of the development has been pre-sold.

- *Kingfisher Towers* – will be a luxury residential development which will consist of approximately 82 apartments in a 34-floor tower, located on Vittal Mallya Road, Bangalore. The project will be designed utilizing architectural techniques which will include what we believe to be a distinctive roof line. The project will benefit from facilities such as a club house, swimming pool and tennis courts. Additional features of the project will include large balconies for each unit with views of the surrounding area, The project will consist of three- (approximately 3,000 sq. ft. each) and five-bedroom (approximately 6,000 sq. ft. each) apartments. The target client profile of this project comprises the upper income segment of the market, and will be marketed to select individuals and investors, by invitation only.
- *Prestige Silver Oak* – is a proposed development of exclusive villas which will consist of approximately 178 units, located on the ECC Road, Whitefield, Bangalore, in close proximity to *Prestige Palms*. The development is one kilometer from the International Technology Park, and is also situated in close proximity to the Whitefield Export Promotion Zone, which houses numerous export companies, IT and research centres. The project will benefit from facilities such as a club house, and landscaped gardens The project will consist of four-bedroom villas ranging from 3,606 sq. ft. to 5,091 sq. ft., with each villa having the benefit of a private garden and 32 apartments of 2,411 sq. ft. The target client profile of this project is the upper middle income segment of the market.

We have won the following awards for the Ongoing Projects of our residential business:

- *Best Marina Development* – awarded to us at the *2008 CNBC Asia Pacific Property Awards for Prestige Neptune's Courtyard*; and
- *Best Property Marketing Award* – awarded to us at the *2008 CNBC Asia Pacific Property Awards for Prestige South Ridge*.

Our Projects Under Development – Residential

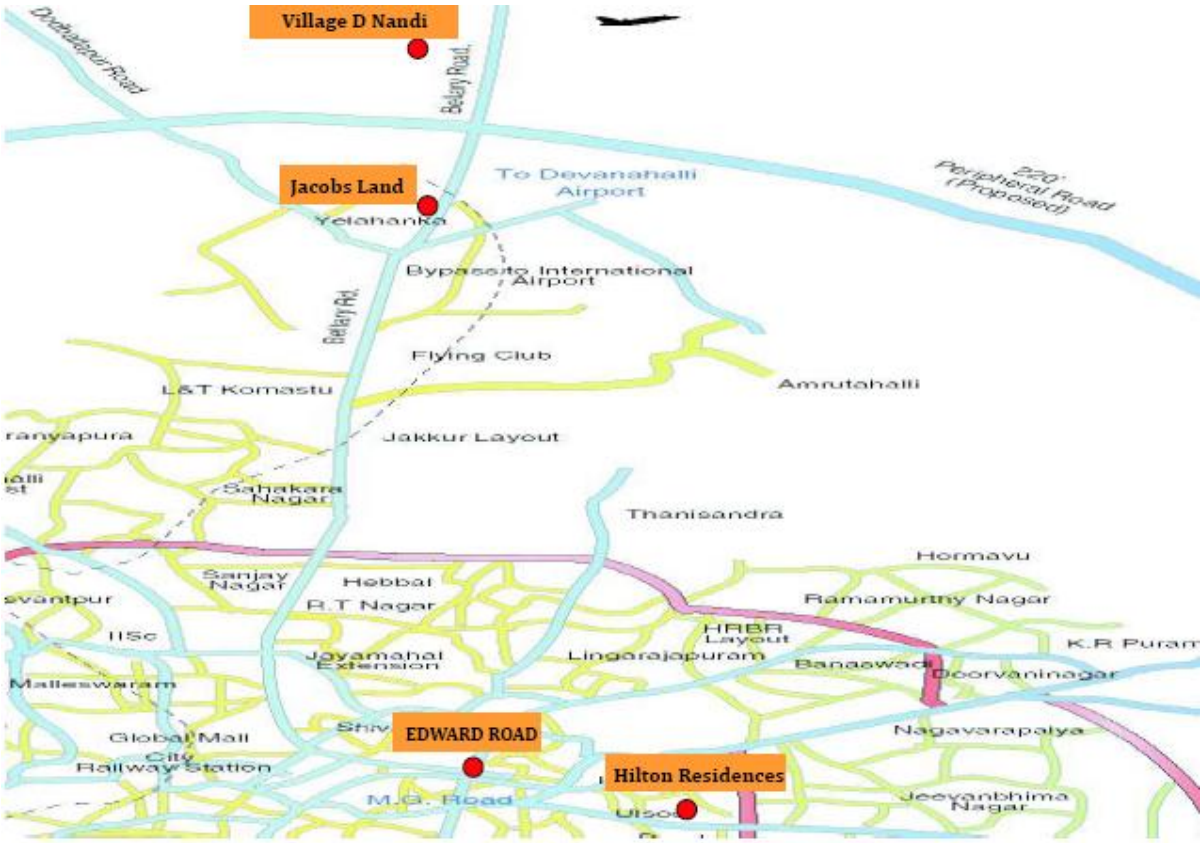
The following table details our Projects under Development as at August 31, 2010:

S. No.	Name of Project and Location	Developable Area	Share of Joint Development[1]	Saleable Area	Expected Construction Commencement Date	Expected Completion Date[3]
		(in sq. ft.)		*(in sq. ft.)*		
1.	Hilton Residences Ulsoor Road, Bangalore, Karnataka	193,500	50%	96,750	November 2010	December 2012
2.	"Village De Nandi" – Nandi Hills Road, Bangalore, Karnataka[2]	1,999,404	100%	1,999,404	June 2011	March 2013
3.	Prestige Edwardian, Edward Road, Bangalore Karnataka	72,000	100%	72,000	November 2010	December 2012
4.	Prestige Royal Woods – Kismatpur, Hyderabad, Andhra Pradesh	649,999	50%	325,000	September 2010	September 2013

S. No.	Name of Project and Location	Developable Area	Share of Joint Development[1]	Saleable Area	Expected Construction Commencement Date	Expected Completion Date[3]
		(in sq. ft.)		*(in sq. ft.)*		
5.	"Jacob's Land" – Bellary Road, Bangalore, Karnataka	2,421,814	73.93%	1,790,447	April 2011	March 2014
	TOTAL	**5,336,717**		**4,283,601**		

1. *Reflects the percentage of sale proceeds from the Saleable Area and / or percentage of rental income from the Leasable Area that we will be entitled to retain under a joint development agreement in respect of the project.*
2. *This project is held through an associate. For a discussion of how we recognize income from this project, see the "Management's Discussion and Analysis of Financial Condition and Results of Operations — Significant Accounting Policies — Principles of Consolidation".*
3. *The details of each of the projects in the table above are based on management plans and are subject to change.*

The following map illustrates the locations of our residential Projects Under Development in Bangalore:



Set forth below is a description of two of the notable Projects Under Development of our residential business:

- "*Jacob's Land*" – will be a residential development which will consist of approximately 1,848 one-, two- and three-bedroom apartments in multiple medium-rise towers, ranging from 600 to 1,400 sq. ft. each, and located off Bellary Road, Bangalore, which we believe to be a growth area for residential

development. The project will benefit from close proximity to the airport, public transportation links and schools. The target profile of this project comprises the middle income segment of the market, and will be developed as a "value" housing project.

- *Prestige Edwardian* – will be a luxury residential development located on Edward Road (off Cunningham Road) approximately one kilometer from MG Road. The development will consist of 26 four-bedroom apartments measuring approximately 4,612 sq. ft., as well as two penthouse apartments measuring approximately 5,734 sq. ft., each with a private terrace. The range of integrated amenities will include features such as built-in wardrobes and kitchen cabinets, bathroom accessories and air-conditioning facilities. The target profile of this project comprises the upper income segment of the market.

Our Forthcoming Projects – Residential

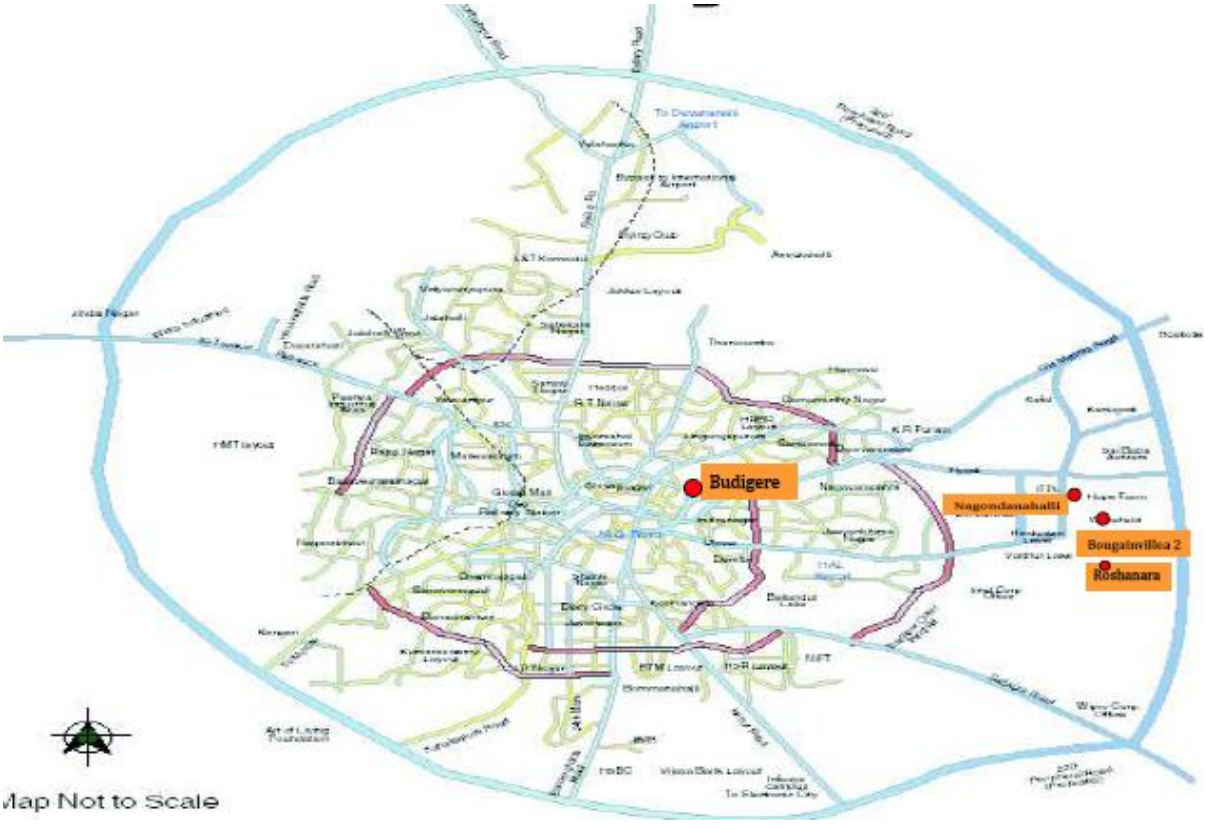
In relation to all the Forthcoming Projects mentioned in the table below, the relevant approvals for conversion of the land (wherever applicable) have been obtained, the remaining land is in the process of being acquired and internals designs and plans have been finalized. The process of making applications for approvals have not commenced in relation to any of these projects.

The following table details our Forthcoming Projects as at August 31, 2010:

S. No.	Name of Project and Location	Developable Area	Share of Joint Development[1]	Saleable Area	Expected Construction Commencement Date	Expected Completion Date[3]
		(in sq. ft)		*(in sq. ft.)*		
1.	Roshanara, Whitefield, Bangalore, Karnataka	77,796	100%	77,796	January 2011	September 2012
2.	Prestige Bougainvillea (Phase II) – Whitefield, Bangalore, Karnataka[2]	193,358	75%	145,019	April 2011	March 2013
3.	Nagondanahalli Whitefield Bangalore	143,000	45%	64,350	August 2011	March 2014
4.	Budhigere Old Madras Road, Bangalore, Karnataka	4,754,900	100%	4,754,900	June 2011	December 2014
5.	Porur Development, Sriperambadur, Chennai	4,603,072	60%	2,761,843	April 2011	December 2014
	TOTAL	**9,772,126**		**7,803,908**		

1. *Reflects the percentage of sale proceeds from the Saleable Area and/or percentage of rental income from the Leasable Area that we will be entitled to retain under a joint development agreement in respect of the project.*
2. *Three of the four joint owners of the underlying land have executed agreements to sell in our favour dated September 16, 2005, and we expect to execute an agreement to sell with the remaining owner in* the near future.
3. *The details of each of the projects in the table above are based on management plans and are subject to change.*

The following map illustrates the locations of our residential Forthcoming Projects in Bangalore:



Set forth below is a description of one of the notable Forthcoming Projects of our residential business:

Porur Development, Chennai - measures approximately 25.17 acres and is situated in close proximity to Mount Poonamalee road, Ramachandra hospital and IT Parks such as DLF and Larsen &Toubro. The project will have two-, three- and four-bedroom apartments, with sizes ranging from approximately 950 sq. ft. to 2,200 sq. ft. The project will be a residential township with, facilities such as a school and retail outlets, as well as amenities such as a club house and recreational and sporting facilities, such as badminton and squash courts and a gymnasium. The target profile of this project comprises the middle income segment of the market.

Our Commercial Business

We develop a number of commercial projects such as corporate office space, SEZs, technology parks and built-to-suit facilities, which are developments that are customized to the specifications of our clients. We generate revenue from our commercial developments through the sale and lease of our commercial projects, and from professional fees charged for contractual projects, which include built-to-suit projects that we do not retain ownership of for sale or lease.

Our commercial business projects comprised approximately 39% of all Developable Area of our real estate developments as of August 31, 2010. We have 23 Completed Projects in the commercial sector in south India in the last five years, and have 14 Ongoing Projects, four Projects Under Development and two Forthcoming Projects for our commercial business.

Our Completed Projects – Commercial

The following table details our Completed Projects for the last five years:

S. No.	Name of Project and Location	Developable Area	Share of Joint Development[1]	Saleable Area	Leasable Area	Area sold	Area leased	Completion Date
		(in sq. ft.)				*(in sq. ft.)*		
1.	Prestige Featherlite Tech Park — Whitefield, Bangalore, Karnataka	123,946	73%	90,481	n/a	90,481	n/a	March 2006
2.	Prestige Feroze – Cunningham Road, Bangalore, Karnataka[7]	148,917	45%	67,013	n/a	67,013	n/a	March 2007
3.	Prestige Technology Park – Sarjapur - Marathahalli Ring Road, Bangalore, Karnataka	2,054,721	75%	1,467,218	73,823	1,467,218	73,823	August 2007
4.	Prestige UB City –Vittal Mallya Road, Bangalore, Karnataka[7]	1,312,766	45%	590,745	n/a	590,745	n/a	January 2008
5.	Dhavanam Emporium – Mahatma Gandhi Road, Bangalore, Karnataka	66,675	55%	36,671	n/a	36,671	n/a	August 2008
6.	Prestige Alecto – Electronics City, Bangalore, Karnataka	113,566	67%	-	76,089	-	-	October 2008
7.	Prestige Delta – St. Marks Road, Bangalore, Karnataka[7]	47,850	45%	21,414	n/a	21,414	-	October 2008
8.	Prestige Cessna	1,770,247	60%[2]	-	1,062,148		1,062,148	November 2008

S. No.	Name of Project and Location	Developable Area	Share of Joint Development[1]	Saleable Area	Leasable Area	Area sold	Area leased	Completion Date
	Business Park Phases B1, B2, B3, B4 and CH – Marthahalli - Sarjapur Ring Road, Bangalore, Karnataka[6,7]							
9.	Prestige Alpha [6,7] – Hosur Road, Bangalore, Karnataka	142,403	50%	71,201	n/a	71,201	n/a	December 2008
10.	Prestige Pegasus – Sarjapur Road, Bangalore, Karnataka	72,824	67%	48,792	-	48,792	-	December 2008
11.	Prestige Nebula (Phase 1) – Cubbon Road, Bangalore, Karnataka	107,442	50%	53,721	n/a	53,721	n/a	January 2009
12.	Prestige Libra – Lalbagh Road, Bangalore, Karnataka	77,402	50%	38,701	-	38,701	-	February 2009
13.	Reliance Office Facility – Richmond Road, Bangalore, Karnataka[3]	98,549	n/a	n/a	n/a	n/a	n/a	December 2005
14.	Mamoor Complex – Koramangala, Bangalore, Karnataka[2]	10,720	n/a	n/a	n/a	n/a	n/a	January 2006
15.	Prestige Ridge – Domlur Layout, Bangalore, Karnataka [2]	16,000	n/a	n/a	n/a	n/a	n/a	March 2006
16.	Inventure Academy –	125,000	n/a	n/a	n/a	n/a	n/a	Septembe

S. No.	Name of Project and Location	Developable Area	Share of Joint Development[1]	Saleable Area	Leasable Area	Area sold	Area leased	Completion Date
	Chikavaderpura Village, Sarjapur, Karnataka[4,5]							r 2006
17.	Hewlett Packard Campus - Mahadevapura Road, Bangalore, Karnataka[3]	545,000	n/a	n/a	n/a	n/a	n/a	April 2007
18.	Mosque Road Complex – Mosque Road, Bangalore, Karnataka[3]	12,619	n/a	n/a	n/a	n/a	n/a	April 2007
19.	Yadalam Heritage – Vani Vilas Road, Basavanagudi, Bangalore, Karnataka[3]	19,400	n/a	n/a	n/a	n/a	n/a	December 2007
20.	Prestige Dynasty (Block 1) Ulsoor Road, Bangalore Karnataka[8]	192,563	100%	192,563	n/a	192,563	n/a	December 2009
21.	Prestige Nebula (Phase 2) – Cubbon Road, Bangalore, Karnataka	52,591	55%	28,925	n/a	28,925	n/a	February 2010
22.	Prestige Lion Gate, Mosque Road, Bangalore, Karnataka	23,214	50%	11,607	n/a	n/a	n/a	July 2010
23.	Wellington Street – Richmond Road, Bangalore, Karnataka[3]	10,350	n/a	n/a	n/a	n/a	n/a	July 2010
	TOTAL	**7,144,765**		**2,719,052**	**1,212,060**	**2,707,445**	**1,212,060**	

[1] *Reflects the percentage of sale proceeds from the Saleable Area and / or percentage of rental income from the Leasable Area that we will be entitled to retain under a joint development agreement in respect of the project.*

[2] *Built-to-suit projects. See "- Our Real Estate Services Business – Project and Construction Management Services", below.*

[3] *Contractual projects. See "- Our Real Estate Services Business – Project and Construction Management Services", below.*

[4] *The Inventure Academy project was a corporate social responsibility project of our Company, and was not undertaken for commercial gain.*

[5] *We have entered into a joint development agreement for the development of this project with the leaseholder of the underlying land. However, the land owner of the underlying land is yet to execute a sale agreement in terms of which the land is sold to the leaseholder. Only after this takes place will we be entitled to transact with and / or develop our interest in the land under and in terms of the joint development agreement.*

[6] *We have recently increased our shareholding from 15% to 60% (as at June 30, 2010) in this project. We have been appointed as exclusive* project managers for the project and provide project management and consultancy services.

[7] *This project is held through an associate. For a discussion of how we recognize income from this project, see "Management's Discussion and Analysis of Financial Condition and Results of Operations – Significant Accounting Policies – Principles of Consolidation".*

[8] *This project consists of two blocks of which one block has been completed and for which we have received an occupancy certificate. The remaining block is under construction.*

Set forth below is a brief description of two notable Completed Projects of our commercial business in the last five years:

- *Prestige UB City* - is a mixed-use development located at the corner of Vittal Mallya Road and Kasturba Road, in Bangalore's Central Business District. Comprised of four medium and high rise towers, we believe that it was one of the first developments in Bangalore to combine commercial office space, a luxury mall, serviced residences, restaurants, food courts and cafes in one location. *Concorde*, *Canberra* and *UB Tower* comprise the office blocks. The *Concorde* and *Canberra* towers house corporate entities such as 3M India Limited, Toyota Kirloskar Motor Private Limited, Tata Motors Limited and CDC Software India Private Limited. All commercial units in *UB City* have been sold or leased. The ground, first and second floors of the *Concorde* and *Canberra* towers have been designed as a luxury retail zone and branded as *UB City – The Collection*, and houses a number of international retail brands. The podium level of the towers offers an array of dining options, including specialty restaurants and lounge bars. The 12-floor Comet Tower houses the *Oakwood Premier Prestige Bangalore*, a 177-room premium serviced residence facility (See "*Our Hospitality Business – Our Completed Projects*", below).
- *Prestige Technology Park* – is a commercial office space and technology park development located on the Sarjapur - Marathalli Outer Ring Road, located in close proximity to a number of prominent software companies, businesses, retail and entertainment centres and residential developments. The project houses a number of domestic and international corporate entities, such as Nokia India Private Limited, Pharmarc Analytic Solutions Private Limited, Altair Engineering India Private Limited, Magma Design Automation India Private Limited, Madura Coats Private Limited and Yodlee Infotech Private Limited. The project was developed in two phases. The first phase was the built-to-suit corporate office space and technology park development comprised of two blocks. These blocks were built-to-suit according to the requirements and specifications of JP Morgan Chase. The second phase was comprised of three office blocks, interconnected through sky bridges at various levels of the blocks. These buildings have been designed to optimise efficient use, with a services core located on one side of each floor. A key design feature of the blocks are their façades, which are comprised of a structurally glazed system using a combination of glass and aluminium composite panel which maximizes the reception of daylight into the building. The project benefits from infrastructure facilities such as centralized air-conditioning system, 100% power back-up and approximately 1,900 car parks, including a multi-level car park. The buildings are serviced by a four lane driveway around the project,

and has a two lane service road leading to the Sarjapur – Marathalli Outer Ring Road. The project also benefits from amenities such as a club house, which will house a food court, health club and swimming pool. A dedicated property management team provides a 24-hour support services for this development. All units have been sold or leased.

We have won numerous awards for the Completed Projects of our commercial business, including the following:

- *Best Developer – Retail Award (mixed-use category)* – awarded to us at the 2007 *Cityscape Real Estate Excellence Awards for UB City*;
- *Outstanding Concrete Structure of Karnataka* – awarded to us at the 2008 *Indian Concrete Institute Birla Super Endowment Awards for UB City*; and
- *Best Mixed Use Development (India)* – awarded to us at the 2009 *CNBC Asia Pacific Property Awards for UB City*.

Our Ongoing Projects - Commercial

The following table details our Ongoing Projects as at August 31, 2010:

S. No.	Name of Project and Location	Developable Area	Share of Joint Development[1]	Saleable Area	Leasable Area	Date of Commencement	Expected Completion Date[7]
		(in sq. ft.)		*(in sq. ft.)*			
1.	Prestige Cyber Towers – Rajiv Gandhi Road, Chennai Tamil Nadu [2,6]	688,460	72%	495,691	n/a	April 2007	May 2010
2.	Prestige Shantiniketan (Corporate office blocks) – Whitefield Bangalore, Karnataka	5,311,909	83.20%	4,419,508	n/a	May 2005	November 2010
3.	Prestige Palladium – Greams Road, Chennai , Tamil Nadu [5]	299,545	45%	134,795	n/a	April 2008	December 2010
4.	Prestige Khoday Towers – Raj Bhavan Road, Bangalore, Karnataka[5]	259,417	48.53%	125,895	n/a	June 2009	December 2011
5.	Prestige Atrium – Central Street, Bangalore, Karnataka	171,540	50%	85,770	n/a	June 2008	December 2010
6.	Prestige Zeenath House – Residency Road, Bangalore, Karnataka	53,151	50%	26,576	n/a	August 2009	February 2011
7.	Prestige Polygon – Anna Salai, Chennai, Tamil Nadu[2]	659,499	60%	395,699	n/a	January 2008	March 2012
8.	Prestige Dynasty (Block 2) – Ulsoor Road, Bangalore, Karnataka	143,540	100%	143,540	n/a	June 2009	March 2011
9.	Rubin House – Main Guard Cross Road, Bangalore, Karnataka[3]	38,171	n/a	n/a	n/a	October 2009	April 2011
10.	Prestige Spectra – Tubarahall, Bangalore, Karnataka	117,157	72%	84,353	n/a	October 2009	March 2012
11.	Forum Vijaya Mall – Vadapalani, Chennai ,	547,523	50%	-	273,762	December 2007	June 2011

S. No.	Name of Project and Location	Developable Area	Share of Joint Development[1]	Saleable Area	Leasable Area	Date of Commencement	Expected Completion Date[7]
	Tamil Nadu[2]						
12.	Prestige Exora Business Park Kadubeesanahalli Outer Ring Road, Bangalore, Karnataka	2,961,164	55%	-	1,628,640	June 2008	March 2013
13.	Prestige Valdel – Outer Ring Road, Maratahalli, Bangalore, Karnataka	1,787,404	60%	n/a	1,072,442	December 2010	November 2013
14.	Prestige Cessna Business Park (Phases B5 to B11) – Outer Ring Road, Kadubeesanahalli, Bangalore, East Taluk, Karnataka [4,5]	5,279,031	60%	-	3,167,419	June 2009	September 2014
	TOTAL	**18,317,511**		**5,911,827**	**6,142,263**		

1 *Reflects the percentage of sale proceeds from the Saleable Area and/or percentage of rental income from the Leasable Area that we will be entitled to retain under a joint development agreement in respect of the project.*

2 *The relevant government order for the project has been obtained, but the sanction plan is pending.*

3 *We manage this project on behalf of Noor Ahmed Hothur. See "- Our Real Estate Services Business — Project and Construction Management Services", below.*

4 *We have recently increased our shareholding from 15% to 60% (as at June 30, 2010) in this project. We have been appointed as exclusive project managers for the project and provide project management and consultancy services.*

5 *This project is held through an associate. For a discussion of how we recognize income from this project, see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Significant Accounting Policies — Principles of Consolidation".*

6 *This project is fully completed in all respects, we are yet to receive the occupancy certificate.*

7 *The details of each of the projects in the table above are based on management plans and are subject to change.*

The following map illustrates the locations of our commercial Ongoing Projects in Bangalore:

Set forth below is a brief description of two notable Ongoing Projects of our commercial business:

- *Prestige Polygon* — is a commercial development which will consist of a 16-floor office block (which includes three basement levels), located in Mount Road, Teynampet, in the central business district of Chennai. The project is located in close proximity to the residential and commercial areas of Chennai, and is also conveniently situated close to a five star hotel that is presently under construction. The project has been designed by CPG Singapore, and has architectural features such as external elevation, that we believe will be unique to Chennai. The project will benefit from facilities such as extensive parking areas, reception areas, central air-conditioning and 100% DG power back-up. The target client profile of this project is high-end corporate clients. *Prestige Polygon* is being developed by our subsidiary, Prestige Construction Ventures Private Limited which is a joint venture between our Company and Urban Infrastructure Opportunities Fund.
- *Prestige Exora Business Park* - is a commercial development which is being developed in two phases, and located on the Outer Ring Road in Bangalore. The project has been designed by RSP Singapore, and will incorporate modern architectural features with an extensive use of glass in its façade. Phase I will consist of three nine-floor towers housing commercial office space, as well as a basement area and a 640 bay multi-level car park. The project will benefit from facilities such as 100% DG power back-up and central air-conditioning. The target client profile of this project is corporate and IT/ITeS sector clients.

Our Projects Under Development – Commercial

The following table details our Projects Under Development as at August 31, 2010:

S. No.	Name of Project and Location	Developable Area	Share of Joint Development[1]	Saleable Area	Leasable Area	Expected Construction Commencement Date	Expected Completion Date[4]
		(in sq. ft.)		*(in sq. ft.)*			
1	Forum Thomsun Mall – Bye Pass Road, Maradu, Cochin, Kerala[3]	200,000	25%[2]	n/a	50,000	April 2011	December 2013
2	Legend Dr. Marigowda Road Bangalore, Karnataka	475,454	56.80%	270,058	n/a	March 2011	March 2013
3	Khoday Palace Road Bangalore, Karnataka	543,363	45%	244,513	n/a	March 2011	September 2013
4	Khoday Brunton Road, Bangalore, Karnataka	506,127	45%	227,757	n/a	April 2011	June 2013
	TOTAL:	**1,724,944**		**742,328**	**50,000**		

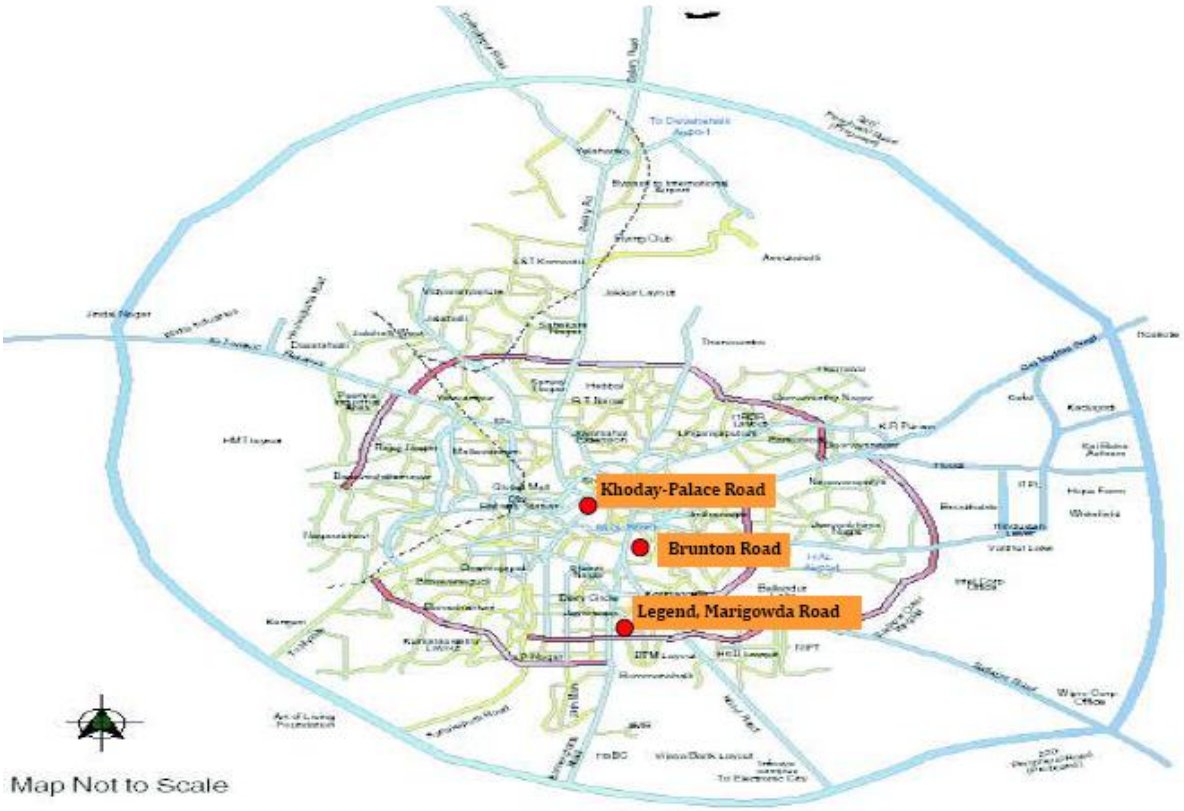
1 *Reflects the percentage of sale proceeds from the Saleable Area and / or percentage of rental income from the Leasable Area that we will be entitled to retain under a joint development agreement in respect of the project.*

2 *As on August 31, 2010, our Company had a 0.002% stake in the joint venture entity, Thomsun Realtors Private Limited, which stake will increase to 25.00% upon our Company reaching the specified capital commitment under the Cochin Agreement. For more information, see "History and Corporate Structure" on page 159.*

3 *This project is held through an associate. For a discussion of how we recognize income from this project, see "Management's Discussion and Analysis of Financial Condition and Results of Operations – Significant Accounting Policies – Principles of Consolidation".*

4 *The details of each of the projects in the table above are based on management plans and are subject to change.*

The following map illustrates the locations of our commercial Projects Under Development in Bangalore:



Our Forthcoming Projects - Commercial

In relation to all the Forthcoming Projects mentioned in the table below, the relevant approvals for conversion of the land (wherever applicable) have been obtained, the remaining land is in the process of being acquired and internals designs and plans have been finalized. The process of making applications for approvals have not commenced in relation to any of these projects.

The following table details our Forthcoming Projects as at August 31, 2010:

S. No.	Name of Project and Location:	Developable Area	Share of Joint Development[1]	Saleable Area	Leasable Area	Expected Construction Commencement Date	Expected Completion Date[3]
		(in sq. ft.)		*(in sq. ft.)*			
1.	Graphite – Export Promotion and Industrial Park Zone, Whitefield, Bangalore	992,000	50.99%	-	505,821	April 2011	December 2013
2.	KRPL Tech Park – Metagalli, Mysore,	1,358,847	31%	421,243	n/a	April 2011	December 2014

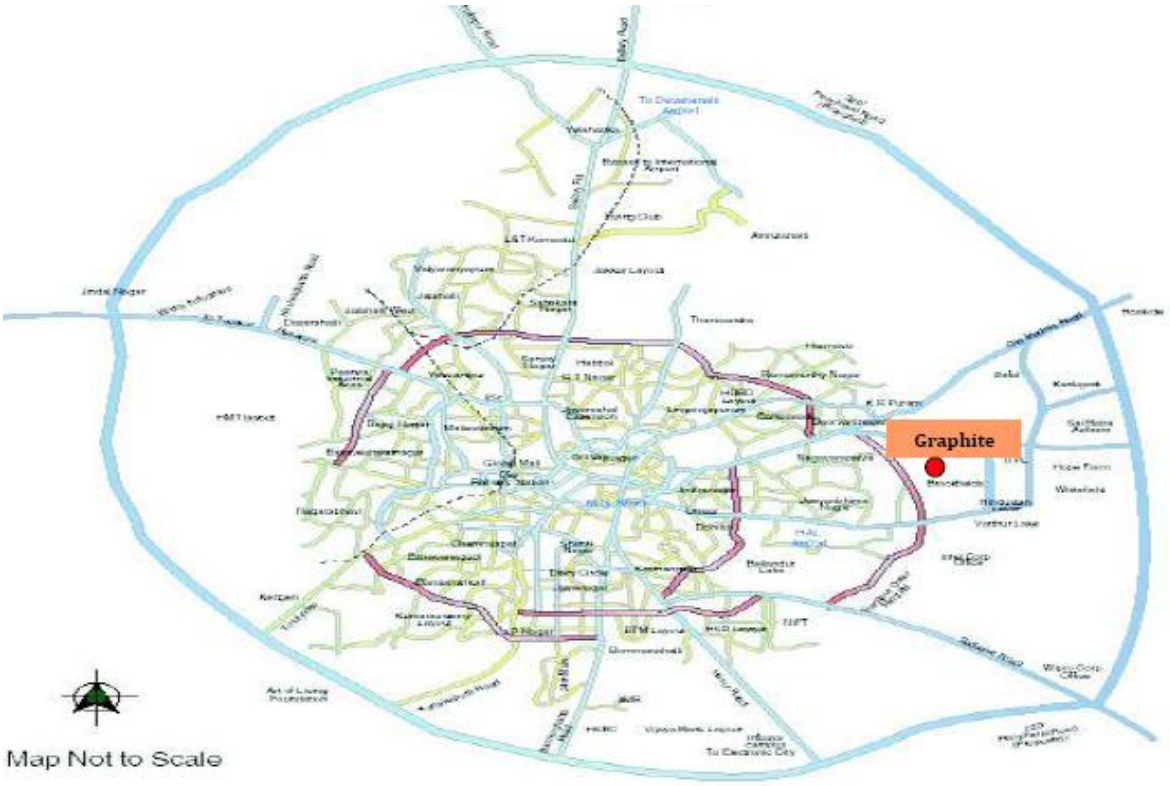
Karnataka[2]				
TOTAL:	**2,350,847**		**421,243**	**505,821**

[1] *Reflects the percentage of sale proceeds from the Saleable Area and / or percentage of rental income from the Leasable Area that we will be entitled to retain under a joint development agreement in respect of the project.*

[2] *This project is held through an associate. For a discussion of how we recognize income from this project, see "Management's Discussion and Analysis of Financial Condition and Results of Operations – Significant Accounting Policies – Principles of Consolidation".*

[3] *The details of each of the projects in the table above are based on management plans and are subject to change.*

The following map illustrates the locations of our commercial Forthcoming Projects in Bangalore:



Our Hospitality Business

We develop a number of hospitality projects, such as hotels, resorts, spas, and serviced accommodation, and in cities where we carry out our other real estate development operations. We believe that our real estate development operations provides us with opportunities to acquire sites for the development of hospitality projects, or to integrate hospitality infrastructure into our residential and commercial developments. We have developed two Completed Projects in the hospitality sector in south India in the last five years, and have four Ongoing Projects, and two Projects Under Development for our hospitality business. There are no Forthcoming Projects for our hospitality business. We generate revenue from our hospitality developments through the lease of our hospitality projects. In addition, we generate revenue from the operation of our hospitality projects themselves. See – "*Our Real Estate Services Business – Hospitality Operations*", below.

Our hospitality business projects comprised approximately 4% of all Developable Area of our real estate developments as of August 31, 2010.

Our Completed Projects – Hospitality

The following table details our Completed Projects for the last five years:

S No.	Name of Project and Location	Developable Area	Leasable Area	Share of Joint Development [1]	Number of Keys	Management	Completion Date
		(in sq. ft.)					
1.	Oakwood Premier Prestige Serviced Apartments - UB City, Bangalore, Karnataka	332,397	332,397	100%	177	Oakwood Management Services India Private Limited	March 2008
2.	Oasis Spa, Prestige Ozone - Whitefield, Bangalore, Karnataka	20,000	9,400	47%	n/a	Prestige Leisure Resorts Private Limited	March 2006
	TOTAL	**352,397**	**341,797**		**177**		

[1] *Reflects the percentage of rental income from the Leasable Area that we are entitled to retain under a joint development agreement in respect of the project.*

Set forth below is a brief description of one of the Completed Projects of our hospitality business in the last five years:

Oakwood Premier Prestige Serviced Apartments - is a serviced accommodation project located at UB City, Bangalore, completed in March 2008. The serviced accommodation is managed and operated by Oakwood Management Services India Private Limited, an affiliate of the U.S. Company, Oakwood International, and features 177 units. It provides luxury accommodation for individuals for both short and long term stays in fully-furnished apartments, and benefits from facilities and amenities such as an exclusive residents' lounge, rooftop swimming pool, health club, fully-equipped business centre, an *Angsana* spa, and access to a helipad in UB City. *The Oakwood Premier Prestige* is also conveniently connected to *UB City – The Collection*.

Our Ongoing Projects – Hospitality

The following table details our Ongoing Projects as at August 31, 2010:

S No.	Name of Project and Location	Developable Area	Share of Joint Development [1]	Leasable Area	Number of Keys	Management	Construction Commencement Date	Expected Completion Date[4]
		(in sq. ft.)		(in sq. ft.)				
1.	Aloft Bengaluru Cessna Business Park-Marathhalli, Bangalore,	286,188	60%	171,713	202	Starwood Asia Pacific Hotels & Resorts Private Limited	October 2009	March 2012

S No.	Name of Project and Location	Developable Area	Share of Joint Development [1]	Leasable Area	Number of Keys	Management	Construction Commencement Date	Expected Completion Date[4]
		(in sq. ft.)		(in sq. ft.)				
	Karnataka[3]							
2.	Hilton-Ulsoor, Bangalore, Karnataka	450,000	100%	450,000	285	Hilton International Co.	November 2009	December 2012
3.	Forum Value Mall Serviced Apartments - Whitefield, Bangalore, Karnataka[3]	369,146	35%	129,201	168	-[2]	November 2009	June 2011
4.	Prestige Golfshire (Clubhouse and Spa)-Nandi Hills, Bangalore, Karnataka	156,648	100%	156,648	n/a	n/a	August 2009	March 2011
	TOTAL	**1,261,982**		**907,562**	**655**			

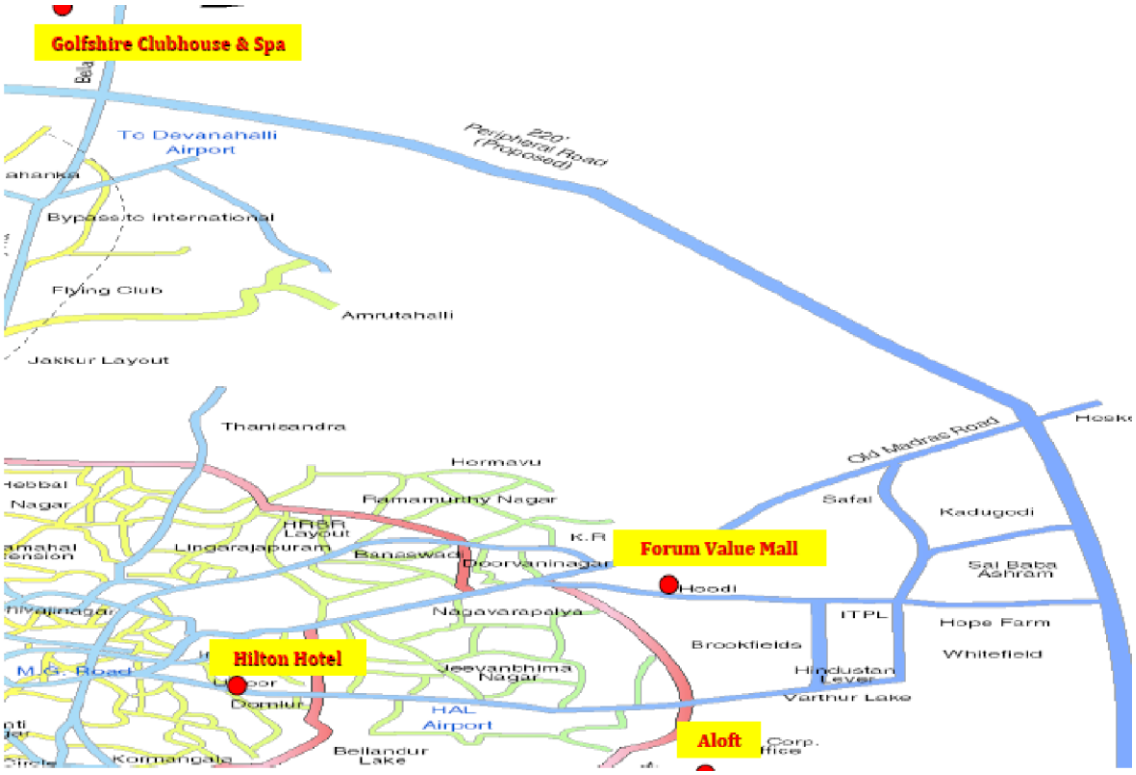
[1] *Reflects the percentage of rental income from the Leasable Area that we will be entitled to retain under a joint development agreement in respect of the project.*

[2] *We are in the process of indentifying an operator for this project.*

[3] *This project is held through an associate. For a discussion of how we recognize income from this project, see "Management's Discussion and Analysis of Financial Condition and Results of Operations – Significant Accounting Policies – Principles of Consolidation" on page 381.*

[4] *The details of each of the projects in the table above are based on management plans and are subject to change.*

The following map illustrates the locations of our hospitality Ongoing Projects in Bangalore:



Set forth below is a brief description of one of the notable Ongoing Projects of our hospitality business:

Hilton — will be a five star hotel, which will be located on Kensington Road in the Bangalore Central Business District. The hotel will be managed by Hilton International Co., and will feature approximately 285 rooms and suites. The hotel is being designed by SRSS Singapore and Thomas Associates, Bangalore, and will have advanced architectural feature which will provide views of the Ulsoor Lake from all rooms and suites. The project will benefit from facilities such as a banquet hall, specialty restaurants, a coffee shop, gym and swimming pool.

Our Projects Under Development – Hospitality

The following table details our Projects Under Development as at August 31, 2010:

S No.	Name of Project and Location	Developable Area	Share of Joint Development [1]	Leasable Area	Number of Keys	Management	Expected Construction Commencement Date	Expected Completion Date[5]
		(in sq. ft.)		*(in sq. ft.)*				
1.	Nandi Hotel and Convention Centre (Prestige	579,212	100%	579,212	307	Marriott	November 2010	June 2013
2.	Forum Thomsun	550,000	25%2	137,500	200	-[3]	April 2011	December

S No.	Name of Project and Location	Developable Area	Share of Joint Development[1]	Leasable Area	Number of Keys	Management	Expected Construction Commencement Date	Expected Completion Date[5]
		(in sq. ft.)		*(in sq. ft.)*				
	Mall-Bye Pass Road, Maradu, Cochin, Kerala[2,4]							2013
	TOTAL	**1,129,212**		**716,712**	**507**			

[1] *Reflects the percentage of rental income from the Leasable Area that we will be entitled to retain under a joint development agreement in respect of the project.*

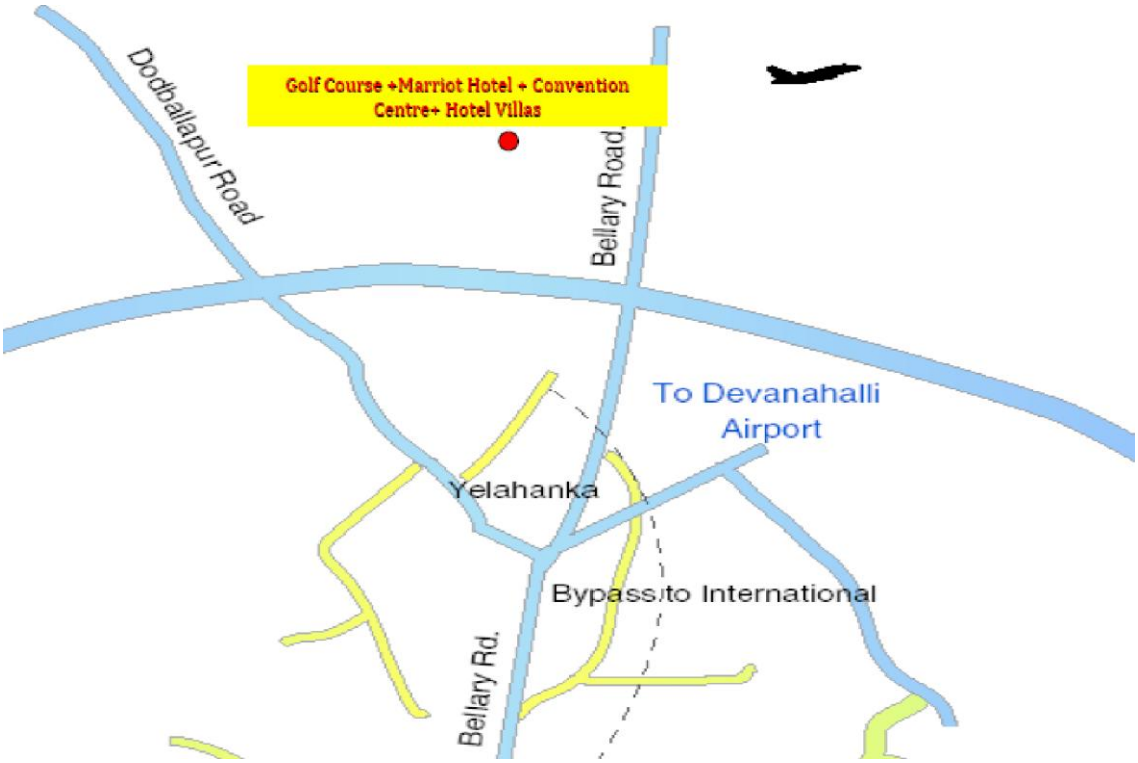
[2] *As on August 31, 2010, our Company had a 0.002% stake in the joint venture entity, Thomsun Realtors Private Limited, which stake will increase to 25% upon our Company reaching the specified capital commitment under the agreement. For more information, see "History and Corporate Structure" on page 159.*

[3] *We are in the process of indentifying an operator for this project.*

[4] *This project is held through an associate. For a discussion of how we recognize income from this project, see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Significant Accounting Policies — Principles of Consolidation" on page 381.*

[5] *The details of each of the projects in the table above are based on management plans and are subject to change.*

The following map illustrates the locations of our hospitality Projects Under Development in Bangalore:



Our Retail Business

We develop a number of retail projects, such as retail malls. We typically retain ownership of most of our retail developments as well as manage our malls in order to control the quality of the retail space and maintain an appropriate mix of tenants (See "*Our Real Estate Services Business — Facilities Management and Mall Management*", below). Our retail business projects comprise approximately 12% of all Developable Area of our real estate developments to August 31, 2010. We have developed two Completed Projects in the retail sector in south India in the last five years and have three Ongoing Projects, two Projects Under Development and two Forthcoming Projects. We generate revenue from our retail projects through the lease of our retail developments, which in certain cases, includes revenue sharing arrangements in terms of which either a fixed percentage of the tenant's revenues, a fixed amount and a percentage of net sales, or the higher of a fixed amount and a percentage of net sales, accrue to us. In addition, we generate revenue from our retail projects through the provision of advertising space and product promotion space for short-term lease in our malls, and fees charged for parking space at our malls.

The following table sets out information on the five largest tenants, in terms of contribution to gross rental income of our retail business for Fiscal 2010 and the three months ended June 30, 2010:

S No.	Tenant	Lease Expiry Date	Leasable Area	Percentage of Total Leasable Area (%)		Percentage of The Forum's Gross Rental Income (%)	
				March 31, 2010	June 30 , 2010	March 31, 2010	June 30, 2010
1.	PVR Limited[1]	July 2029	100,000	29.00	29.00	16.10	16.59
2.	Landmark Limited	February 2021	43,560	12.60	12.60	6.31	6.66
3.	Prestige Leisure Resorts Private Limited[2]	February 2013	29,008	8.38	8.38	11.10	12.28
4.	Trent Limited[3]	February 2025	37,428	10.80	10.80	10.45	10.29
5.	BJN Hotel[4]	February 2013	8,215	2.40	2.40	7.31	7.30

[1] *Rental includes a revenue sharing arrangement in terms of which we are entitled to 30% of all revenues generated from 50% and above of the seating capacity of the cinema.*

[2] *Rental is payable by way of a revenue sharing arrangement in terms of which 15% of net sales, or a fixed amount of Rs. 1,305,360, whichever is the higher, is payable to us.*

[3] *Rental is payable by way of a revenue sharing arrangement in terms of which 6% of net sales, or a fixed amount of Rs. 735,000, whichever is the higher, is payable to us.*

[4] *Rental is payable by way of a revenue sharing arrangement in terms of which 17.5% of net sales, or a fixed amount of Rs. 250,000, whichever is the higher, is payable to us.*

Our Completed Projects - Retail

The following table details our Completed Projects for the last five years:

S No.	Name of Project and Location	Developable Area	Share of Joint Development [1]	Leasable Area	Area leased	Completion Date
		(in sq. ft.)		*(in sq. ft.)*		
1.	The Collection	167,837	45%	75,527	63,603	January 2008

S No.	Name of Project and Location	Developable Area	Share of Joint Development [1]	Leasable Area	Area leased	Completion Date
		(in sq. ft.)		*(in sq. ft.)*		
	– Luxury Mall – UB City, Bangalore, Karnataka					
2.	Forum Value Mall – Whitefield, Bangalore, Karnataka	520,405	35%	182,142	170,589	June 2009
	TOTAL	**688,242**		**257,669**	**234,192**	

[1] *Reflects the percentage of rental income from the Leasable Area that we are entitled to retain under a joint development agreement in respect of the project.*

Set forth below is a brief description of one of the notable Completed Projects of our retail business:

The Forum - is a shopping mall located in Koramangala, Bangalore. Completed in February 2004. The Forum includes an 11 screen multiplex, and has three anchor tenants (being *PVR, Land Mark and Westside*) and 73 retail stores. *The Forum* also features a computerized building management system, close circuit television systems, parking management systems, approximately 800 parking bays and a multi-cuisine food court. Tenants include *Tommy Hilfiger, Archies, PVR Cinemas and Landmark* (with *PVR Cinemas* and *Land Mark* being the anchor tenants of The Forum).

We have won numerous awards for the Completed Projects of our retail business, including the following:

- *Best Mall in India* – awarded to us at the 2007 *Real Estate Excellence Awards* for *The Forum Mall*; and
- *Most Admired Shopping Centre of the Year*: *Retailers' Choice* — awarded to us at the 2008 *India Retail Forum Awards* for *The Forum Mall*.

Our Ongoing Projects - Retail

The following table details our Ongoing Projects as at August 31, 2010:

S No.	Name of Project and Location	Developable Area	Share of Joint Development [1]	Leasable Area	Construction Commencement Date	Expected Completion Date[6]
		(in sq. ft.)		*(in sq. ft.)*		
1.	Forum Sujana Mall-Kukkatpally, Hyderabad, Andhra Pradesh[2,3,4,5]	1,467,940	24.50%	359,645	June 2009	January 2013
2.	Forum Mangalore Mall – Attavar Village, Mangalore, Karnataka[2,4,5]	759,954	34.26%	260,348	June 2009	June 2012

S No.	Name of Project and Location	Developable Area	Share of Joint Development [1]	Leasable Area	Construction Commencement Date	Expected Completion Date[6]
		(in sq. ft.)		*(in sq. ft.)*		
3.	Forum Vijaya Mall-Vadapalani, Chennai, Tamil Nadu[3]	1,161,411	50.00%	580,706	December 2007	June 2011
	TOTAL	**3,389,305**		**1,200,699**		

1 *Reflects the percentage of rental income from the Leasable Area that we are entitled to retain under a joint development agreement in respect of the project.*

2 *Forum Sujana Mall and Forum Mangalore Mall are being developed pursuant to certain joint venture agreements with SPVs of CRIDF. For details of the agreements see "Group Entities", on page 203.*

3 *The relevant government order for the project has been obtained, but the sanction plan is pending.*

4 *As on August 31, 2010, our Company has no stake in the joint venture entity, Vijaya Productions Private Limited, but which stake will increase to 50% upon our Company reaching the specified capital commitment under the agreement. For more information, see "Material Contracts and Documents for Inspection" on page 586.*

5 *This project is held through an associate. For a discussion of how we recognize income from this project, see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Significant Accounting Policies — Principles of Consolidation".*

6 *The details of each of the projects in the table above are based on management plans and are subject to change.*

Set forth below is a brief description of one of the notable Ongoing Projects of our retail business:

Forum Sujana Mall - Forum Sujana Mall is located at Kukkatpally in Hyderabad, and is in close proximity to Hi-Tech City, a hub for IT companies, and a large residential and university area. The project is situated on a corner site, and will have multiple approach roads leading to it, in addition to a train station within one kilometre. We believe that this project will be one of the largest mall and multiplex developments in Hyderabad. *Forum Sujana Mall* will feature a nine-screen multiplex cinema with 2,350 seats, a Hypermarket (of approximately 75,000 sq. ft.), a department store (of approximately 15,000 sq. ft.), a book store and approximately 100,000 sq. ft. of retail space housing international and domestic brands.

Our Projects Under Development — Retail

The following table details our Projects Under Development as at August 31, 2010:

S No.	Name of Project and Location:	Developable Area	Share of Joint Development [1]	Leasable Area	Expected Construction Commencement Date	Expected Completion Date[4]
		(in sq. ft.)		*(in sq. ft.)*		
1.	Forum Shantiniketan Mall – Whitefield, Bangalore, Karnataka	1,055,360	63.87%	674,058	December 2010	November 2012
2.	Forum Thomsun Mall – Bye Pass road, Maradu, Cochin, Kerala[2,3]	910,000	25%[2]	227,500	April 2011	December 2013
	TOTAL	**1,965,360**		**901,558**		

1 *Reflects the percentage of rental income from the Leasable Area that we will be entitled to retain under a joint development agreement in respect of the project.*

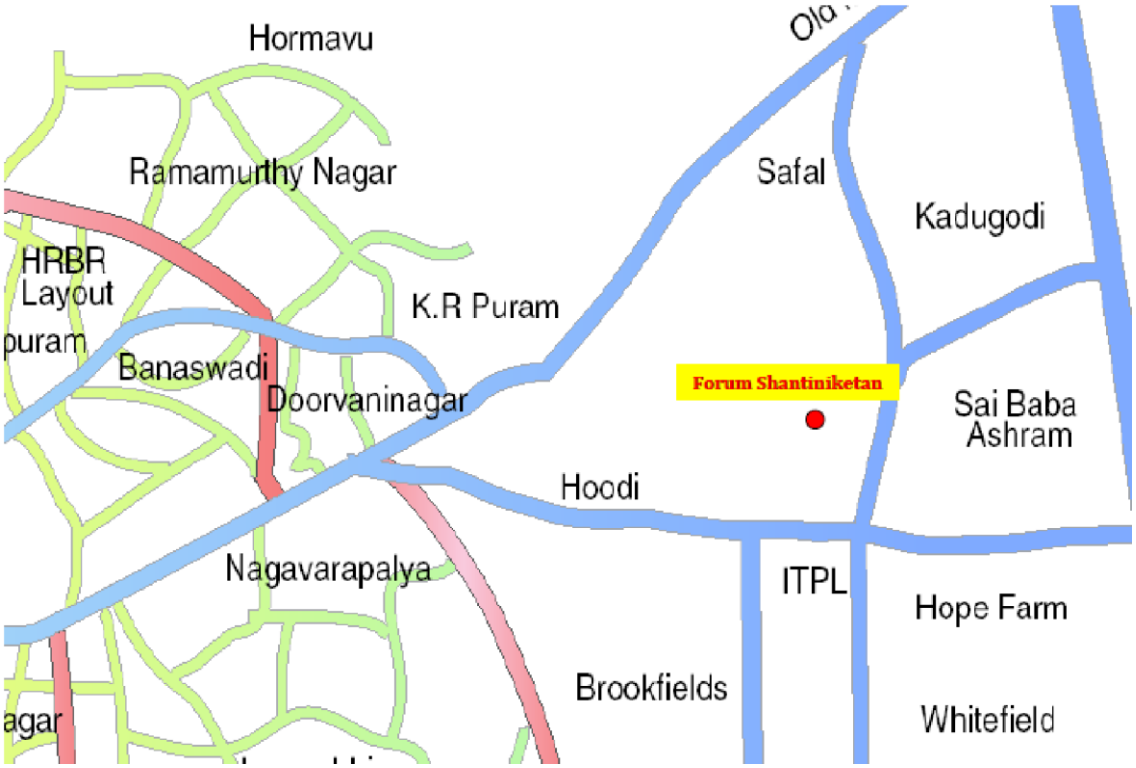
2 *As on August 31, 2010, our Company had a 0.002% stake in the joint venture entity, Thomsun Realtors Private Limited, which stake will increase to 25% upon our Company reaching the specified capital commitment under the Cochin Agreement. For more information, see "Material Contracts and Documents for Inspection" on page 586.*

[3] *This project is held through an associate. For a discussion of how we recognize income from this project, see "Management's Discussion and Analysis of Financial Condition and Results of Operations – Significant Accounting Policies – Principles of Consolidation".*

[4] *The details of each of the projects in the table above are based on management plans and are subject to change.*

See "*Our Flagship Real Estate Development – Prestige Shantiniketan*", below, for a description of *Forum Shantiniketan Mall*.

The following map illustrates the locations of our retail Projects Under Development in Bangalore:



Our Forthcoming Projects — Retail

In relation to all the Forthcoming Projects mentioned in the table below, the relevant approvals for conversion of the land (wherever applicable) have been obtained, the remaining land is in the process of being acquired and internals designs and plans have been finalized. The process of making applications for approvals have not commenced in relation to any of these projects.

The following table details our Forthcoming Projects as at August 31, 2010:

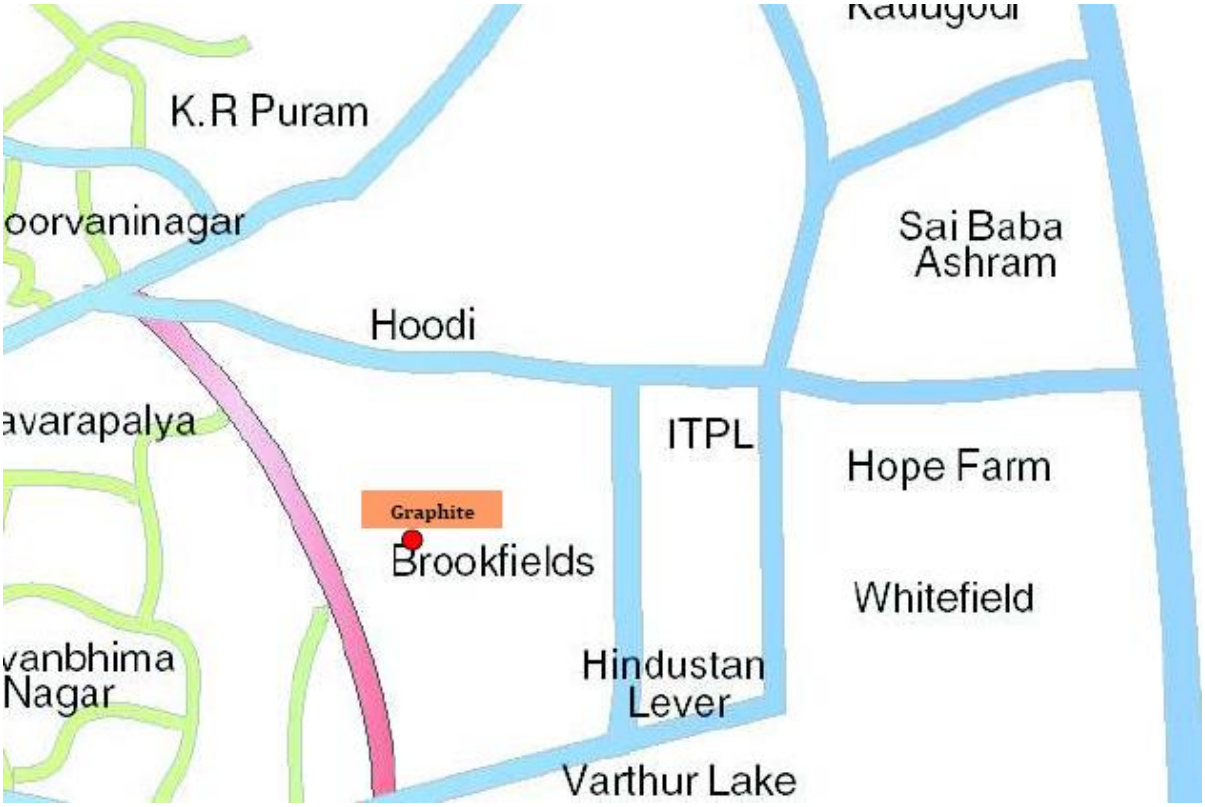
S No.	Name of Project and Location	Developable Area	Share of Joint Development [1]	Leasable Area	Expected Construction Commencement Date	Expected Completion Date[2]
		(in sq. ft.)		*(in sq. ft.)*		
1.	Graphite Property Development-Whitefield, Bangalore, Karnataka	661,000	50.99%	337,044	April 2011	December 2013

S No.	Name of Project and Location	Developable Area	Share of Joint Development [1]	Leasable Area	Expected Construction Commencement Date	Expected Completion Date[2]
		(in sq. ft.)		*(in sq. ft.)*		
2.	Forum Mysore Mall-Nazarabad, Mysore, Karnataka	538,415	50.99%	274,538	March 2011	December 2012
	TOTAL	**1,199,415**		**611,582**		

[1] *Reflects the percentage of rental income from the Leasable Area that we will be entitled to retain under a joint development agreement in respect of the project.*

[2] *The details of each of the projects in the table above are based on management plans and are subject to change.*

The following map illustrates the locations of our retail Forthcoming Projects in Bangalore:



Our Real Estate Services Business

Property Management Services

Our property management services are provided through our subsidiary, Prestige Property Management & Services. The key focus of our property management services is to maintain the quality of our developments after their completion.

Our property management services have a workforce of approximately 1,619 full-time employees who are assigned to specific developments that we maintain. We believe that having a dedicated property management and services team on site for each of the projects we maintain allows us to deliver a higher standard of service to our clients.

Our property management services teams are responsible for the provision of maintenance and management services such as safety and security, cleaning, general maintenance, civil and electrical maintenance, landscaping and gardening, swimming pool and health club maintenance and general facilities management, which includes the operation and maintenance of facilities such as power distribution, back-up power generation, central air-conditioning, water supply, drainage pumping, janitorial services, parking management, pest control, fire detection and solid waste disposal and management. We have also recently begun offering rental and re-sale services to our clients, and which is aimed at assisting buyers of our real estate developments in renting out their apartments or villas. We are expanding our capacity to be able to provide this service on a larger scale.

We offer a range of flexible billing options to our client, from fixed-rate billing to cost-plus billing alternatives. In addition, we also offer pre-agreed service levels on a range of the property management services that we provided, and our clients have the option of choosing either a "bundle" of services, as above, or individual services on a stand-alone basis.

We currently provide property management services to 45 commercial properties (which includes retail space), with a total of 5.98 million sq. ft. of built up space under management. In the residential sector, we provide property management services to 55 properties, with a total of 6.03 million sq. ft, of built up space under management. We also undertake park management services for the *Cessna Business Park* SEZ.

With the completion of a number of major developments including *Prestige Shantiniketan, Prestige Dynasty, Prestige Notting Hill, Prestige South Ridge and Prestige Exora*, we expect to add a total of 32.02 million sq. ft. of built space to our property management portfolio by 2014. We also hope to begin offering our property management services to clients outside of our real estate development business in future.

Sub-Leasing and Fit-Out Services

Our typical model for the provision of sub-leasing and fit-out services is as follows:

- Our real estate business develops a commercial project, which is then sold to investors in commercial property projects;
- In a sub-lease and fit-out transaction, these investors will lease the acquired commercial project back to us, on arms-length commercial terms after we identify a tenant for the property which will utilize it as the ultimate user;
- Our interior solutions team (See " — *Interior Solutions Services — Commercial Interiors*", below) conducts a fit-out, which is typically comprised of the installation of all fixtures and fittings required by the ultimate user of the commercial property; and
- Once the fit-out is complete, the project is then sub-leased to a commercial end-user who takes occupation of the property accordingly.

We generate revenues from our sub-leasing and fit-out services through the charging of fees for the fit-out (See " - *Interior Solutions Services*", below) as well as a profit on the difference in rentals between the sub-lease to the commercial end-user and lease-back transaction from the investor.

Project and Construction Management Services

Our project and construction management services business specialises in providing project management and construction execution services to corporate and commercial clients who seek to construct built-to-suit projects (being developments that are customized to the specifications of the client) or interiors on a contractual basis,

and which we do not retain ownership of, for sale or lease (as is the case for projects in our commercial real estate development business).

Our project and construction management team provides the following services:

- project managing the development by acting as the single point of contact for the client in completing the project, with an emphasis on ensuring completion of the project on time and within budget;
- procuring all requisite statutory approvals for the project; and
- managing the entire construction process, including consulting with the client on the design and specifications of the project, sourcing, negotiating and awarding supply and construction contracts, ensuring compliance by construction contractors with pre-agreed standards of construction and ultimately ensuring hand-over of the project to the client.

In conducting such a 'contractual' project for a client, we typically enter into an agreement with the client with sets out our responsibilities and the fee structure. We generate revenues from our project and construction services through these professional fees.

We are also able to sell available parcels of land from our Land Reserves to clients, on the condition that we retain the right to develop the land on their behalf on a "cost-plus" basis. For each of these contractual projects we have a senior business development executive and project head that negotiate and finalize such transactions. The delivery team consists of the engineers, and an administrative support team deals with procurement and contractor - and government-liaison.

A number of the projects completed by our project and construction management services business in the last five years are set out in the table under "*Our Real Estate Development Business – Our Commercial Business – Our Completed Projects-Commercial*", above.

Interior Solutions Services

Our interior solutions services business provides customized interior design and construction solutions for the customers of our commercial and residential development business. We have a dedicated interior solutions team which is responsible for project managing any interior design and construction, with an emphasis on ensuring completion of the interiors on time (ordinarily by the time the project is handed-over to the client) and within the budget stipulated by the client. As at August 31, 2010, we had conducted interior design and construction for approximately 2.10 million sq. ft. of commercial space and 898 residential apartments.

Our interior solutions team provides the following services in conducting the interior solutions services business:

- consulting with the client, and in conjunction with our sales team or leasing team, as the case may be (See "*Sales and Marketing*", below), ascertaining the interior design requirements and specifications of the client;
- coordinating with the client, architects, consultants and interior vendors to ensure that the interior design and construction is on time and within budget; and
- remaining in continued contact with the client to ensure that any required modifications or repairs are dealt with.

Residential Interiors

We have provided this service in a number of our residential developments to date, including *Prestige Shantiniketan, Prestige Wellington Park* and *Prestige Kensington Gardens*, and we intend to provide interior solutions for our future residential developments. Our interior solutions service for residential developments comprises providing clients with a number of standardized options for the interior design and fittings of their apartment or villa. In turn, we have numerous vendor relationships which supply our interior solutions business with the fixtures, fittings and materials required to implement the interior option that our client has chosen. We

co-ordinate with our residential real estate development business to ensure that the interior is completed and in place at the time that the residential unit is handed over to the clients.

Commercial Interiors

We typically develop and lease commercial space on a "bare shell" basis, and where a client for such development requires a commercial fit-out (i.e. customization of the interior of the premises for the specific commercial operations and requirements of that client), we will provide such services through our interior solutions services. Ordinarily, our commercial leasing team (See "*Sales and Marketing — Our Leasing Team*", below) will liaise with a commercial client where a fit-out is required, and our interior solutions team will then implement the fit-out on the basis of agreed designs and specifications which are prepared by our interior solutions team, in conjunction with our leasing team, and in accordance with the requirements of the client. We ensure that any costs incurred for such a fit-out undertaken for a commercial lessor is secured by way of lock-in leases for a minimum period of two to five years so as to ensure minimum cash flows from the project. We also provide this service to purchasers of our commercial real estate developments, and similarly in conjunction with our sales team (See "*Sales and Marketing — Our Sales Team*", below).

We generate revenues from our interior solutions services business through the charging of professional fees for the services performed.

Mall Management Services

Our mall management services were initially established to provide mall management services to The Forum in Koramangala, our first retail development. Our mall management services are now undertaken as part of our joint venture with CapitaMalls Asia (See "*Our Joint Venture with CapitaMalls Asia*", below). Whilst we offer property management services (See "- *Property Management Services*", above), we also believe that managing public spaces, such as a mall, have distinct and specialized property management requirements.

Our mall management business provides the following services:

- general maintenance of our mall;
- creating footfalls by initiating and conducting special events, festivals and promotions in our malls;
- managing relations with our mall tenants and conducting studies of retail market trends and customer preferences;
- designing and reviewing tenant and trade mixes for current and upcoming retail developments of our retail real estate development business;
- managing and monitoring revenue sharing arrangements with our tenants (See "*Our Operations — Our Real Estate Development Business – Our Retail Business*", above);
- identifying potential tenants, and negotiating and finalizing the commercial terms of the retail leases with our tenants;
- ensuring compliance with applicable laws, renewals of required permits and insurance; and
- providing reports on footfalls, buying patterns and general retail trends to our Promoters.

We generate revenues from our mall management business through the charging of fees for the maintenance and services provided to our tenants, as above.

Hospitality Operations

We develop our hospitality projects in the cities where we are carry out our real estate development operations. Our hospitality business comprises managing and operating serviced accommodation, hotels, convention centres, resorts and spas, food courts (in our retail developments) and club houses (in our residential developments). We outsource the management and technical direction of our hospitality projects to leading international chains. This outsourcing is done pursuant to an operating, marketing and technical services agreement pursuant to which the operator is paid a management fee (which is typically an escalating percentage of gross revenue from the business) for the operation of the hospitality development.

Our current hospitality operations are as follows:

- *Prestige Oasis Angsana Spa & Resort* - a 79-room spa and resort in north Bangalore;
- *Oakwood Premier Prestige* - a 177-room serviced accommodation operation in *UB City* in the Bangalore Central Business District, which is managed by Oakwood International pursuant to an operating, marketing and technical services agreement;
- *Transit Food Courts* - Our subsidiary company, Prestige Leisure Resorts Private Limited., owns the *Transit* brand, which operates and manages food courts in the malls developed as part of our retail development business. Transit has a presence in *The Forum Mall*, Koramangala, and *The Forum Value Mall*, Whitefield. We intend to have Transit food courts in our future retail developments, and we are also actively seeking out opportunities in other large commercial developments and developments (whether developed by us or third parties);
- *Club House* - we manage and operate *The Oasis Club* in our *Prestige Ozone* development. We are also seeking to further opportunities to operate similar club houses in our other residential developments; and
- *Hilton* – a 285-room hotel to be situated in Kensington Road, Ulsoor, Banagalore which is managed by Hilton International Co. pursuant to an operating, marketing and technical services agreement.

In addition to our current operations, we intend to expand our hospitality business as follows:

- *aloft Bengaluru Cessna Business Park* — a 202-room hotel to be situated in the *Cessna Business Park* development;
- *Marriott Hotel* — a 307 room hotel to be situated in the *Prestige Golfshire* development; and
- *Hilton* – a 285 room hotel to be situated in Kensignton Road, Ulsoor, Bangalore which is managed by Hilton International Co. pursuant to an operating, marketing and management agreement.

We are also planning to expand our hospitality operations by establishing serviced accommodation at *The Forum Value Mall*, and we are in the process of identifying a suitable operator for this business. We generate revenues from our hospitality operations through the operating income of the hotels and resorts themselves.

Our Flagship Real Estate Development - Prestige Shantiniketan

Prestige Shantiniketan is one of our Ongoing Projects. It will be a mixed-use township development with a total Developable Area of 14.62 million sq. ft. located in Whitefield, Bangalore, and will be comprise of projects across our residential, commercial and retail real estate businesses, as follows:

- *Residential* - The residential component of *Prestige Shantiniketan*, known as the 'Residential Precinct', commenced construction in May 2005, and has an estimated completion date for the entire development is November 2010. As of August 31, 2010, we have handed over possession to 440 customers, of which approximately 180 have already taken up residence in the development. Prestige Shantiniketan consists of 24 residential blocks, out of which we have received occupancy certificates for 17 blocks. It will comprise 3,023 apartments in 24 residential apartment blocks, with a Saleable Area of approximately 6.07 million sq. ft. developed in configurations of two-, three- and four-bedroom apartments and penthouses. The residential precinct will have the benefit of a clubhouse and a 10-acre landscaped park that is being developed by us as part of the residential component of the development. The residential precinct will target the middle income segment of the market.
- *Commercial* — The commercial component of *Prestige Shantiniketan*, known as the 'Commercial Crescent', commenced construction in May 2005, and has an estimated completion date of November 2010. The Commercial Crescent will comprise two twelve floor towers and one 16 floor Signature Tower, housing commercial office space. It will have a Saleable Area of approximately 4.42 million sq. ft. The project will benefit from the facilities offered by both the residential and retail components of the development.

- *Retail* - The retail component of *Prestige Shantiniketan* will be one of our signature *Forum malls*, *Forum Shantiniketan Mall*, which we estimate will commence construction in June 2010. The mall has an estimated completion date of November 2012. The *Prestige Shantiniketan* mall will have a Leasable Area of approximately 0.68 million sq. ft., and includes a five screen multiplex cinema.

In addition to our real estate developments, *Prestige Shantiniketan* will have the benefit of a hotel and convention centre, which is currently being independently developed by Chaitanya Properties Private Limited, our joint development partner.

Our Joint Venture with CRIDF

In our retail business, we have entered into a joint venture with CRIDF, an associate of CapitaMalls Asia. CapitaMalls Asia is one of the largest listed "pure-play" shopping mall owners, developers and managers in Asia by total property value of assets and by geographic reach, in terms of number of malls and cities. Our joint ventures with CRIDF are aimed at developing retail projects in south India in cities such as Bangalore, Mysore, Mangalore, Hyderabad and Cochin. We estimate that the total Developable Area and Leasable Area under these joint venture projects will be approximately 5.61 million sq. ft. and 1.83 million sq. ft., respectively. We have also entered into a joint venture with CapitaMalls Asia for the purpose of managing the retail malls developed by the joint venture with CRIDF. Our master framework agreement regulates all of six of our joint ventures according to the following parameters:

- In cases where there is a third party as a joint venture partner, such as in the *Forum Thomsun Mall, Forum Sujana Mall* and *Forum Value Mall* developments, we have an equal share in the capital of the joint venture company, irrespective of the size of the holding by the third party;
- In cases where the only partners in the joint venture are CRIDF and our Company, such as in *The Forum Mangalore Mall, Forum Mysore Mall* and the Graphite property developments, we hold 51% of the economic interest in the joint venture company and CRIDF holds 49% of the economic interest. Voting control is share equally between us; and
- In addition, and in terms of the master framework agreement, CRIDF has the first right of refusal over any future retail developments that we may undertake.

We believe that these arrangements will create opportunities to exploit new sources of revenue. For more information on these joint venture agreements, see "*History and Corporate Structure*" on page 159.

Real Estate Project Development and Execution Methodology

We have adopted a systematic methodology for the process of our real estate developments, and which can be divided into the following distinct activities:

Identification of Potential Projects and Land

One of the key factors in the real estate development sector is the ability to assess the potential of a location after evaluating its demographic trends. We rely on our experience and ability of our senior management to identify and evaluate potential locations. We also use our experience to evaluate locations where we can gain an "early-to-market" advantage, such as in the Forum Vijaya Mall and Forum Sujana malls in Chennai and Hyderabad respectively.

The process of land identification starts from the stage of selecting an appropriate land parcel which has growth potential. This is done by our projects research team which gathers market data on possible prospects while selecting a land parcel for development which is verified with the information that we have already collated. We also obtain a title opinion of the proposed lands, and consult with local real estate marketing professionals.

Thereafter, a survey is conducted at the proposed site and a preliminary feasibility report is prepared. The report is based on an analysis of specific criteria, including, among other things (a) the financial viability of the project, (b) the available or planned infrastructure surrounding the land that we have identified for our project, (c) the standard of living and disposable income of the population of the location, and (d) the growth prospects of the cities and towns in terms of trade and industry. The next step, after area identification, involves identifying the type of project to be undertaken in that particular area and deciding on the scale of the project. Typically, decisions at this stage involve examining the viability of developing residential, commercial, hospitality or retail projects on the identified project site. The final decision on the location, nature, financial feasibility and scale of each project is taken by our senior management.

Legal Analysis and Regulatory Approvals

While evaluating the feasibility of a location for the implementation of a project, it is imperative to understand the legal regime governing land acquisition and development in that location, which varies according to state and intra-state locations. We also evaluate the factors which affect the obtaining of the approvals required for the development and implementation of the project. The approvals which are typically required for a real estate development project include approvals for building plans, the conversion of agricultural lands to non-agricultural lands (where applicable), the approval of lay-outs and approvals relating to certain infrastructure facilities such as power and water. Similarly, approvals from various government authorities, including from the relevant environmental authorities, airport authorities and fire authorities are required for buildings above a certain stipulated height. Building completion certificates are obtained in accordance with applicable law from the appropriate authorities after the projects have been completed. For salient features of the legal requirements applicable to us, see "*Legal and Other Information*" on page 424.

Acquisition of title

As discussed under "Legal Analysis and Regulatory Approvals", above, the right to purchase land is primarily dependent upon the laws and regulations governing the location of the proposed real estate development project. The properties in our existing land bank have been acquired by us and are held directly by us (either directly or through long leases), or through Joint Development Agreements or Joint Ventures. (See "*Our Business — Our Land Bank*")

Project Planning, Design, Construction and Management

The planning of our projects is completed by our in-house planning department, and design is undertaken by external architects and structural consultants appointed by us for that purpose. The majority of the architects and structural consultants engaged by us are specific to a particular project and are drawn from a pool of designers and architects. The architect we appoint provides us with the architectural design of the project and the structural design is provided by an external structural consultant. A tender process is conducted with an approved panel of contractors who are pre-qualified at the time they are placed on the panel. Our in-house project and planning department conducts the estimates of the requirements for manpower, materials and machinery. The external consultants may continue to advise us during the course of the project.

Once the design and the estimates for the project have been finalized, we set up a project team under the supervision of a senior engineer (who is a vice president in our Company) which is dedicated to that particular project, and who is responsible for centralized coordination and reports to our senior management.

The purchase of materials is centralized and is based on the estimates given by the planning department or the architect, as the case may be. We are not dependent on any single contractor, builder or supplier for our construction activities. The orders are placed by us on the basis of arms-length negotiations and we conduct tender and bidding processes accordingly.

In 2009, we acquired 75% of the share capital of Team United, a construction company in south India, with the aim of developing an in-house construction capability. Team United has already been integrated into our Company, and provides construction management services for our developments.

We ensure that raw materials and other goods and services sourced from third party vendors are delivered in a timely and cost effective manner, that payment is made to suppliers promptly, and that any scrap or waste from project sites is effectively disposed of.

We have developed a system of internal reporting in order to monitor the status and progress of all the projects being developed by us on a weekly basis. The system helps us to reduce time and cost overruns.

We deploy representatives of our head office at the sites of our projects to deal with issues related to manpower planning, including the welfare of the workers, as well as security and administration of the site. These representatives travel from site to site in order to oversee such issues. As we do not employ site labor, we insist on our contractors ensuring compliance with relevant regulatory and statutory obligations in relation to their labor force.

Pricing

The prices of our properties are determined principally by market forces of supply and demand. We price our sales and rental properties by reference to market rates for similar types of properties in their locality. The sales and rental prices of our properties will therefore depend on the location, number, square footage and mix of properties we sell or rent during each fiscal period, and on prevailing market supply and demand conditions at the time we complete development of our real estate projects. Supply and demand conditions in the real estate market in the areas in which we operate, and hence the prices we may charge for our properties, are affected by various factors outside our control, including prevailing local economic, income and demographic conditions, interest rates available to purchasers requiring financing, the availability of comparable properties completed or under development, changes in governmental policies relating to zoning and land use, changes in applicable regulatory schemes, and competition from other real estate development firms.

In light of the above market forces, we price our projects for sale by taking the following factors into account:

- Cost of the land and final estimated construction costs;
- A premium, depending on the location of the project (e.g.: we typically include a higher premium where a project is situated in a suburban area or a central business district) and by referenced to our targeted internal rates of return;
- The prevailing market for similar developments in that segment; and
- The maximum premiums on a project which we believe to achievable in the segment of the particular project.

We ordinarily conduct this pricing exercise prior to pre-launch marketing of a project, and review the prices reached by considering the above factors on a periodic basis.

Project Completion and Hand-Over
We transfer the title or lease hold rights, as the case may be, to the customer. We ensure that the entire consideration is paid to us prior to the transfer of title or before possession is handed over, whichever is earlier.

Sales and Marketing
We have a dedicated sales team which focuses on the sales of residential and commercial projects, and a dedicated leasing team which focuses on the leasing of commercial (including sub-lease and fit-out services) and retail projects. In our hospitality projects, marketing is undertaken by the hotel operator, in terms of the operating, marketing and technical services agreements that we enter into with them. We sell projects both on a pre-sale basis as well as during and after construction.

Our Sales Team

We undertake direct sales efforts, either through our sales team, which is comprised of 20 professionals, or through our external network of accredited marketing associates.

We maintain a detailed database of our existing clients for purposes of marketing new residential and commercial projects to them. In addition, all enquiries, whether from existing or new clients, are captured by a separate "enquiries" database. Both databases are used to target existing and potential clients for any new real estate offering, and typically constitutes the first reference list that our sales team uses in marketing any new project.

Our marketing activities typically begin immediately following the finalization of the pricing of a real estate development, at which stage our sales team targets potential purchasers. Our sales team conducts an extensive marketing launch where they brief our marketing associates on the development in question, and provide them with all associated information and materials necessary for the marketing of the development.

Our sales team also utilizes a mix of traditional marketing methods such as advertising and publicity in the leading newspapers and magazines of the region. In addition we also publish two in-house newsletters Falcon News and UB Collection, which enable us to maintain contact with our clients periodically. We also utilise the internet to market our developments by advertising on property portals and search engines in order to reach potential clients outside of India and in parts of India outside of the south Indian region.

Finally, we typically build, furnish and landscape show units for residential projects and maintain an on-site sales office for each development. These show units are intended to provide potential clients with a virtual experience of our residential projects, and provides us with an opportunity to address and focus on the unique requirements of each potential client.

Our Leasing Team

Our leasing team has established relationships with local and international property consultants such as *Jones Lang Lasalle Meghraj, Cushman & Wakefield, Colliers International, C B Richard Ellis, Knight Frank* and *Equis India*, through whom we source a number of our commercial lease clients. Our leasing team maintains contacts with these consultants, and regularly updates them on the availability of commercial space in our developments. In addition, our leasing team also conducts independent marketing activities aimed at procuring new lease clients, such as exhibiting at commercial trade fairs and events.

Our leasing team also recommends the terms of leases to management based on prevailing market conditions, and provides input to the project design process in order to ensure that our projects meet the prevailing demands of the market.

The leasing team retains responsibility for legal documentation, the collection of lease deposits and the timely collection of rentals. (See – "*Collections*", below).

Collection

As part of our sales process we typically ensure that we collect 15%-20% of the purchase price at the time of booking the sale, with structured installment payments to follow in terms of our agreement with the client. In instances where our clients default on the payment of the balance of a purchase price, our agreements include appropriate provisions which allow for the forfeiture of the pre-booking payment, though these amounts can be refunded in the event that the property is subsequently sold to another client.

All receivables of our real estate development business are managed using integrated ERP and accounting software (see "*Information Technology*", below) to monitor the performance of our clients' purchase and rental installment obligations. This integrated software also generates both statements for our clients, as well as the appropriate data for our management information systems.

We send statements to our clients on a periodic basis (dependant on the agreed schedule of payments for purchase price installments or rental payments) and any outstanding payment obligations are promptly followed up on by our finance department, which has a dedicated collections team, with the client in question. Our collections team draws any significant arrears to the attention of our senior management, and where necessary, we meet with our clients who are in arrears to restructure, and otherwise facilitate, payments. We charge interest on payment obligations that are in arrears, and the amount is determined on a transaction-by-transaction basis, and agreed prior to the conclusion of a property transaction with our client.

Competition

We operate in highly competitive markets, and competition in these markets is based primarily on the availability and cost of land. To remain competitive, we strive to reduce procurement costs and improve operating efficiencies. We also face competition from both domestic and foreign companies in bidding for new property development projects.

The real estate development sector is still largely fragmented in India. Among the few organized entities in this sector, our chief competitors in south India are large developers such as Brigade Enterprises, Embassy Group, Puravankara Projects, RMZ Corp and Sobha Developers.

Competition in the market for commercial real estate space to let is driven principally by the location of the development and the pricing of rentals. In central business districts, competition in this segment comes from both new developments and existing developments which subsequently become vacant.

Employees

As at August 31, 2010, our Company had 323 employees consisting of finance, technical (engineering and architecture), marketing, legal and administrative and non-technical staff. We do not take into count any manpower employed by our sub-contractors in calculating our personnel members. We expect that human resources and employee recruitment activities will increase as our business grows.

We believe that our employees are key contributors to our business success. We make a concerted effort to provide training and development to newly hired professionals in order to maximize the performance of our employees. Our work force consists of (i) our permanent employees, (ii) consultants who we engage on a contractual basis to assist in the architectural and structural design of our projects, and (iii) contractors who are engaged by us on a contractual basis and who employ laborers to work at project sites. In order to engage contract laborers for projects sites we are required to be registered under certain regulations. For further information see "*Risk Factors*" on page 15. The table below sets out the number of our employees, as of August 31, 2010 and during Fiscal 2010, 2009, 2008 and 2007, respectively:

Staff	**As of March 31**				
	2010	**2009**	**2008**	**2007**	**As of August 31, 2010**
Finance	32	32	34	30	35
Technical (Engineers and Architecture)	183	192	188	151	185
Marketing	28	28	30	27	34
Legal	7	6	6	5	7
Administrative and non-technical	71	66	63	53	62
TOTAL	**321**	**324**	**321**	**266**	**323**

Insurance

In relation to our real estate development business, we maintain construction and development risk coverage and industrial all-risk insurance for each real estate development project we undertake. We may also be subject to claims resulting from defects arising from engineering, procurement or construction services. We obtain specialized insurance for construction risks and third-party liabilities for most projects for the duration of the project and the defect liability period. We generally maintain insurance covering our assets and operations at levels that we believe to be appropriate. We have insurance policies to cover risks relating to physical loss or damage to materials and property, including contract works are generally covered by contractors' all-risks insurance policies. Under the all-risks insurance policy, we are also provided with coverage for price escalation, debris removal and for damage to surrounding properties. Our general public liability insurance policy also indemnifies us against legal liability to pay damages for third-party civil claims arising out of bodily injury or property damage caused by an accident occurring in the ordinary course of business.

Intellectual Property

We have obtained trademark registrations for our various logos, labels and brands which we use in our Business. We have registered trademarks over the name and logo *Prestige Group, Prestige Estates Projects Private Limited, The Falcon House* and *The Forum* for various classes of goods and services. Our Promoter and members of our Promoter Group have registered a trademark over the name and logo Prestige Group in relation to certain goods in the nature of paper and printed materials. We have filed trademark applications for the names Prestige Oasis and Prestige Golfshire. Our Group Entity Prestige Amusements Private Limited also holds registered trademark over the name "the Forum" for various classes of goods and services. Our Promoter and members of our Promoter Group also have registered a trademark over the name Prestige Estates and Properties in relation to certain goods in the nature of paper and printed materials. With the exception of the Prestige Trademark, we are not dependent on any individual patents, licenses or any other intellectual property that is material to our business or results of operations. Our Promoters have licensed to our Company the use of the trademark Prestige Group and Prestige Estates and Properties through licensing agreements dated December 30, 2005 and March 28, 2008 respectively, for a one-off fixed consideration of Rs. 10,000.

Information Technology

We have incorporated modern software systems in our businesses and operations. In addition to standard software systems for word processing, providing secure access to applications and content from clients and other systems used by our employees, we have recently implemented an ERP package based on Oracle software to integrate and effectively manage our financial and procurement systems.

Corporate Social Responsibility

We place emphasis on social and community service. We have undertaken various non-profit initiatives and believe that mobilizing our resources will benefit the Bangalore community. Our initiatives include a partnership with the Bangalore Public Works Department and other construction companies, where we have built a 10km stretch of road in Whitefield, and participated in various initiatives aimed at the beautification of a stretch of Hosur Road.

Our Office Property

Our Registered Office is located in our Falcon House premises in Bangalore, India. We have leased this property.

We also have our offices at the following locations in India:

No.	Property and location	Status of Title
1.	Marine Drive, Cochin	Leased

2.	T Nagar, Chennai	Leased
3.	Banjara Hills, Hyderabad	Leased

Litigation

For further information on material litigation involving our Company, see page 424.

OUR LAND RESERVES

Our Land Reserves are lands to which our Company and/or our Subsidiaries or other entities in which we have a stake, have title, sole development rights, development rights or other interest. These also include lands from which our Company can derive economic benefits through a documented framework or lands in relation to which our Company and/or our Subsidiaries or other entities in which we have a stake, have executed a joint development agreement or an MOU to enter into a joint development agreement or an agreement to sell.

As of August 31, 2010, our Land Reserves aggregated to approximately 988.44 acres which includes our Land Bank. In respect of lands in categories (i) to (iv) we have made certain advance payments towards consideration aggregating approximately 13,665.13 million and are further required to make additional payments of approximately Rs. 2,561.78 million.

Our Land Reserves are located in and around the cities of Bangalore, Mysore, Cochin, Hyderabad, Mangalore, Chennai and Goa.

The following is a summary of our Land Reserves as of August 31, 2010:

S.No	Land Reserves (Category wise)	Acreage (in acres)	% of total acreage	Estimated Developable Area (in Square feet)*	% of Developable Area
(i)	**Land Owned by the Company**				
	1. By itself	18.83	1.91	2.67	9.40
	2. Through its Subsidiaries	364.42	36.87	8.20	28.94
	3. Through entities other than (1) and (2) above	Nil	Nil	Nil	Nil
(ii)	**Land over which the Company has sole development rights**				
	1. Directly by the Company	43.22	4.37	1.89	6.67
	2. Through its Subsidiaries	30.08	3.04	4.75	16.80
	3. Through entities other than (1) and (2) above	Nil	Nil	Nil	Nil
(iii)	**Memorandum of Understanding/ Agreements to acquire/ letters of acceptance and/ or its group companies are parties, of which:**				
	1. Land subject to government allocation	Nil	Nil	Nil	Nil
	2. Land subject to private acquisition	217.19	21.97	10.82	38.19
(A)	***Sub-total (i)+(ii)+(iii):***	**673.74**	**Nil**	**28.33**	**100.00**
	Joint developments with partners				
(iv)	Land for which joint development agreements have been entered into by:				
	1. By the Company directly	228.06	23.07	21.06	67.04
	2. Through the Subsidiaries	5.41	0.55	1.82	5.79
	3. Through entities other than (1) and (2) above	Nil	Nil	Nil	Nil
(v)	**Proportionate interest in lands owned indirectly by the Company through joint ventures**	81.23	8.22	8.53	27.17
(B)	***Sub-total (iv)+(v):***	**314.70**	**Nil**	**Nil**	
(C)	***Total (i)+(ii)+(iii)+(iv)+(v):***	**988.44**	**100.00**	31.41	**100**

** Based on architect certificate dated September 16, 2010 by PR DesignGroup. Developable Area figures are only in respect of our Ongoing Projects, Projects Under Development and Forthcoming Projects and do not include Developable Area for our Land Bank.*

(i) Land owned by the Company

(i).1 By Itself:

Approximately 18.83 acres, located in and around Bangalore and Cochin, constituting 1.91 % of the total Land Reserves, are registered in our name through various sale deeds and we hold valid title to these lands. Of the said lands, we plan to develop approximately 2.67 million sq. ft. of Developable Area.

S.No.	Name of the Project	Location of Land	Date of Agreement	Seller(s)	Total Area (in acres)
1.	Prestige Neptune's Courtyard	Cochin	March 31, 2005	Goshree Islands Development Authority	5.00
2.	Prestige White Meadows I	Bangalore	Various Agreements	Om Lachman Java and others	9.16
3.	Hilton	Bangalore	June 8, 2005	Daatha builders Private Limited and others	2.58
4.	Prestige Sunshine Property	Bangalore	August 24, 2005	Y.G.Sriram Shetty and others	0.57
5.	Shivakrupa	Bangalore	November 9, 2009	Various Sellers	1.13
6.	Madhura Coats Property	Bangalore	December 17, 2009	Madhura Coats Private Limited	0.39
				TOTAL	**18.83**

(i).2 Through its Subsidiaries:

We own a total of 364.42 acres in the name of our Subsidiaries amounting to a total of 36.87% of our Land Reserves which are located in and around Bangalore, Chennai and Mysore, the details of which are set out in the table below. Of the said lands, we plan to develop approximately 8.22 million square feet of Developable Area.

S. No.	Project Name	Location of Land	Date of Agreement	Seller(s)	Land Owner	Total Area (in acres)
1.	Graphite	Bangalore	May 31, 2006	Graphite India	Prestige Whitefield Investments and Developers Private Limited	8.01
2.	Prestige Polygon	Chennai	July 30, 2007	Various Sellers	Prestige Construction Ventures Private Limited	2.87
3.	Bidadi Land Bank	Bangalore	Various Agreements	Various Sellers	Prestige Bidadi Holdings Private Limited	94.48
4.	Village De Nandi	Bangalore	Various Agreements	Various Sellers	Village De Nandi Private Limited	22.95
5.	Prestige Golfshire	Bangalore	Partnership deed dated October 16, 2008	Downhills Holiday Resorts Private Limited, Pennar Hotels and Resorts Private Limited and Foothills and Foothills Resorts Private Limited	Northland Holding Company Private Limited	215.09
6.	Forum Mysore	Mysore	July 3, 2006	PR Properties	Mysore Retail Ventures Private	3.86

S. No.	Project Name	Location of Land	Date of Agreement	Seller(s)	Land Owner	Total Area (in acres)
					Limited	
7.	Silver Oak	Bangalore	Three separate sale deeds, each of them dated February 3, 2010	Suresh Vallbji and M. N. Chittiappa with Wildflower Estates and Resorts Private Limited as confirming party	Silver Oak Projects	17.16
					TOTAL	**364.42**

(i).3 Through entities other than (i).1 and (i).2 above:

We do not have any lands in this category.

As of August 31, 2010, we had paid a sum of Rs. 5,250.97 million towards the purchase of these lands.

The materiality of the agreements in relation to land has been considered on the basis of 10% or more of the aggregate agreement value of lands under each category. The material agreements in this category i.e., 'Lands owned by the Company' are as follows:

Rs. In million

S. No.	Project Name	Location of Land	Description and Date of Agreement	Parties to the Agreement	Total Value	Amount paid as of August 31, 2010	Amount Payable as of August 31, 2010	Sources of Funds
1.	Prestige Neptune's Courtyard	Cochin	Sale deed dated March 31, 2005 registered as document No. 5095/05	Goshree Islands Development Authority and the Company as the purchaser	486.24	486.24	Nil	Internal Accruals
2.	Hilton	Bangalore	Sale deed dated June 8, 2005 registered as document No. 1103/05-06	Daatha Builders Private Limited & Others as sellers and the Company as the purchaser	323.47	323.47	Nil	Internal Accruals
3.	Graphite	Bangalore	Sale deed dated May 31, 2005 registered as document No. 7051/2006-07	Graphite India Ltd and Prestige Whitefield Investments and Developers Private Limited	608.55	608.55	Nil	Internal Accruals
4.	Prestige Polygon	Chennai	July 30, 2007 registered as	Vijayakumar Reddy & Others and Prestige	799.64	799.64	Nil	Internal Accruals

S. No.	Project Name	Location of Land	Description and Date of Agreement	Parties to the Agreement	Total Value	Amount paid as of August 31, 2010	Amount Payable as of August 31, 2010	Sources of Funds
			document No. 779/2007	Construction Ventures Private Limited				
5.	Silver Oak	Bangalore	Sale deed dated February 3, 2010 registered as document no. 5266/09-10	Suresh Vallbji and M. N. Chittiappa with Wildflower Estates and Resorts Private Limited as confirming party	469.41	469.41	Nil	Internal Accruals
6.	Madhura Coats Property	Bangalore	Sale deed dated December 17, 2009 registered as document no. 1308/2009-10	Madhura Coats Private Limited with our Company	257.37	257.37	Nil	Internal Accruals

The aggregate agreement value of the non-material agreements in this category is Rs. 1,334.38 million.

(ii) Lands over which the Company has the sole development rights

Lands on which we have sole development rights are lands on which we have the complete right to carry out construction and development activities and receive the benefits from such activities.

(ii).1 Directly by the Company:

We directly hold the sole development rights to approximately 43.22 acres of land located in and around Bangalore, constituting 4.37% of the total Land Reserves. Of the said lands, we plan to develop approximately 1.89 million square feet of Developable Area.

The details of the lands in this category are as follows:

S.No	City/location	Project Name	Date of the Agreement	Land owner	Total Area (In acres)
1.	Bangalore	Prestige South Ridge	September 23, 2005 and January 10, 2007	Highland Enterprises	9.73
2.	Bangalore	Prestige Oasis[1]	October 31, 2002	Prestige Constructions	30.43
3.	Bangalore	Prestige Silverdale	December 17, 2007	Anjum Razaq	2.10
4.	Bangalore	Prestige	December 12, 2005 and December	T. Ramachandra	0.96

S.No	City/location	Project Name	Date of the Agreement	Land owner	Total Area (In acres)
		Dynasty[2]	15, 2004		
				TOTAL	**43.22**

(1) Though the documents indicate the holding of 31.23 acres, the physical extent of the land available is only 30.43 acres.

(2) Out of the two blocks in the project, one has been completed and a partial occupancy certificate in relation to the same has been obtained. Consequently, the land area available for development has been proportionately reduced from 2.18 acres to 0.96 acres.

(ii).2 Through its Subsidiaries:

We hold sole development rights to approximately 30.08 acres of land located in and around Bangalore, through our Subsidiaries constituting 3.04% of the total Land Reserves. Of the said lands, we plan to develop approximately 4.75 million square feet of Developable Area.

S.No	City/location	Date of the Agreement	Name of subsidiary	Project Name	Total Area (In acres)
1.	Bangalore	January 7, 2007	Exora Business Parks Private Limited[1]	Exora Business Park	21.93
2.	Bangalore	Lease deeds dated March 14, 2007, January 2, 2008 and June 4, 2009	Valdel Xtent Outsourcing Solutions Private Limited	Valdel	8.15
			TOTAL		**30.08**

(1) KIADB is entitled to terminate the lease agreement executed with Exora Business Parks Private Limited for breach of covenants and obligations by Exora Business Parks Private Limited, upon providing due notice. KIADB is entitled to repossession of the land for construction of arterial roads, corridors etc. as per the development plan of the Bangalore Development Authority. However in such an event Exora Business Parks Private Limited is entitled to refund of proportional amount paid towards cost of acquisition of land. In the event of determination of the lease, KIADB shall forfeit 25% of the allotment consideration along with rents payable, interest due and earnest money deposit.

(ii).3 Through entities other than (ii).1 and (ii).2 above:

We do not have any lands in this category.

The materiality of the agreements in relation to land has been considered on the basis of 10% or more of the aggregate agreement value of lands under each category. The material agreements in this category i.e., 'Lands owned by the Company' are as follows:

(Rs. In million)

S.No.	Location of Land	Description and Date of the Agreement	Parties to the Agreement	Project Name	Total Value	Amount Paid as of August 31, 2010	Sources of Funds
1.	Bangalore	Sale deed dated September 23, registered as document No. 1456/2005-06	Highland Enterprises and Others as sellers and the Company	Prestige South Ridge	634.05	634.05	Internal Accruals
2.	Bangalore	Lease cum sale deed dated January 7, 2007, effective from January 9, 2007 registered as document No. 27742/06-07	KIADB and Exora Business Parks Private Limited	Exora Business Park	423.85	423.85	Contribution from the equity partners

As of August 31, 2010, in respect of non-material agreements we had paid an aggregate sum of Rs. 323.85 million towards the development rights and an aggregate sum of Rs. 41.50 million is payable as on August 31, 2010.

(iii) Memorandum of Understanding/ Agreements to Acquire/ Letters of Acceptance to which Company and/or its Subsidiaries and/or its group companies are parties, of which:

(iii).1 Land subject to government allocation:

We do not have any lands in this category.

(iii).2 Land subject to private acquisition:

We, our Subsidiaries, our Group Entities and Other Development Entities have entered into memoranda of understanding or agreements to sell with the owners of the lands for the purposes of development or purchase of land. These memoranda of understanding or agreements to sell are intended to be followed by the execution of definitive documents such as sale deeds, development agreements or other agreements.

Approximately 217.19 acres, located in and around Bangalore, Cochin, Chennai and Goa constituting 21.97% of the total Land Reserves are held under this category. The details of the same are set out in the table below. Of the said lands, we plan to develop approximately 10.82 million square feet of Developable Area.

(Rs. In million)

S.No	City/location	Date of the Agreement	Land held by	Project Name	Total Area (In acres)	Total Value	Amount paid as on August 31, 2010	Amount payable as on August 31, 2010
1.	Cochin	September 20, 2006	Thomsun Realtors Private Limited (1)	Forum Thomsun Mall	10.18	1,430.00	783.99	646.01
2.	Chennai	May 26, 2006	Vijaya Productions Private Limited (2)	Vijaya Mall	6.29	1,150.00	1050.76	99.24
3.	Bangalore	Various agreements	Various landowners(3)	Bidadi Land Bank	48.26	363.04	313.08	49.95
4.	Bangalore	October 17, 2009	Prestige Realty Ventures(4)	Jacob's Land	33.00	19.58	19.58	Nil
5.	Goa	July 8, 2006	Aparna Rajendra Deshprabhu(5)	Goa Land Bank	74.13	172.50	28.90	143.60
6.	Bangalore	September 16, 2005	Stella Subbaiah and others(6)	Bougeanvilla II	4.48	123.75	54.00	71.00
7.	Bangalore	April 17, 2007	Roshan Sreepada Renu	Roshan Ara	2.30	80.00	15.00	65.00
8.	Bangalore	May 28, 2010	K. K. Malpani	Budhigere	38.55	600.00	100.00	500.00
			TOTAL		**217.19**	**1,358.87**	**2,365.32**	**1,574.80**

(1) As on date, our Company holds 0.002% in Thomsun Realtors Private Limited. For further details on the Company's stake in Thomsun Realtors Private Limited, see 'Other Development Entities' in the section entitled "History and Corporate Structure"

on page 169. Out of balance of Rs. 646.00 million which is payable, our joint venture partner is required to invest Rs. 590.00 million and the Company is required to invest Rs. 56.00 million.

(2) As on date, our Company has infused share application money in Vijaya Productions Private Limited. For further details on the Company's stake in Vijaya Productions Private Limited, see 'Other Development Entities' in the section entitled "History and Corporate Structure" on page 159. Also, Vijaya Productions Private Limited is entitled to utilise the unused FSI of the adjascent land in terms of agreement dated May 26, 2006.

(3) We hold 35.00% in Prestige Bidadi Holdings Private Limited which has entered into agreements to sell with the land owners.

(4) In accordance with the terms of the MoU for joint development agreement, while the total area of the land is 33.00 acres, we are entitled only to 67.00% of the land as our share.

(5) We hold 40% interest in the partnership firm Eden Investments that has entered into an agreement with the owner for acquisition of the land. We have entered into a MoU dated July 11, 2006 with Eden Investments whereby Eden Investments has agreed to enter into a joint development agreement with our Company to develop the aforesaid land. We are entitled to 65% of the super built up area in the project to be developed on the lands pursuant to the said joint development agreement.

(6) Out of the four persons who have an undivided ownership right in these lands, only three have executed the agreement for sale. The extent indicated in the table above reflects the share only of the consenting owners.

As of August 31, 2010, we had paid a sum of Rs. 2,366.82 million towards the purchase of these lands and are further required to pay a sum of Rs. 1,573.31 million towards the purchase of these lands.

The materiality of the agreements in relation to land has been considered on the basis of 10% or more of the aggregate agreement value of lands under each category. The material agreements in this category i.e., 'Memorandum of Understanding/ Agreements to Acquire/ Letters of Acceptance to which Company and/or its Subsidiaries and/or its Group Companies are parties' are as follows:

(Rs. In million)

S.No.	Location of Land	Project Name	Date of Agreement	Parties to the Agreement	Total Value	Amount paid as of August 31, 2010	Total payable as of August 31, 2010	Sources of Funds
1.	Chennai	Vijaya Productions Private Limited	May 26, 2006	Our Company and Vijaya Productions Private Limited	1,150.00	1050.76	99.24	Internal accruals
2.	Bangalore	Budhigere	May 28, 2010	Our Company and K. K. Malpani	600.00	100.00	500.00	Internal accruals

The aggregate agreement value of the non-material agreements in this category is Rs. 2,190.12 million and the amounts paid as a percentage of the aggregate amount value is 55.00%.

(iv). Land under which joint development agreements have been entered into:

We have entered into joint development agreements directly with land owners who grant us permission to develop and sell/lease our portion of the developed plot in one or several parts. Under certain of these joint development agreements we are required to pay a refundable/non refundable deposit to the owner of the land.

(iv).1 By the Company directly:

10. We are engaged in the development of approximately 533.40 acres, of which our economic interest amounts to 228.06 acres, located in and around Bangalore, Kancheepuram, Ooty, Chennai and Hyderabad. Lands held in this category constitutes 23.07% of the total Land Reserves. Of the said lands we plan to develop approximately 21.06 million square feet of Developable Area. See Risk Factors - "We are required to make certain payments when we enter into joint development agreements, which may not be recoverable and pursuant to which we may be required to pay penalties in terms of such joint development agreements." on page 23.

The details of the joint development agreements, the name of the land owner, the percentage accruing to us under these agreements and the amounts paid and payable under these agreements, are specified in the table below.

(Rs. In million)

S.No	City/location	Date of the Agreement	Land held by	Project Name	Amount paid as of August 31, 2010	Amount payable as of August 31, 2010	Total Area (In acres)	Economic ownership of our Company (in %)	Economic interest Area (In acres)
1.	Bangalore	November 18, 2004	Harshad Zain	Prestige Spectra	6.54	Nil	0.83	72.00	0.60
2.	Bangalore	October 29, 2004	Azra Noor Dally and other	Prestige Atrium	10.17	Nil	0.90	50.00	0.45
3.	Bangalore	April 19, 2006	Ramachandra and others	Prestige Khoday Towers	75.00	Nil	1.38	48.53	0.67
4.	Kancheepuram	January 1, 2007	Mohammed Salim	Prestige Cyber Towers	101.14	Nil	2.77	72.00	1.99
5.	Bangalore	February 5, 2005	Chaitanya Properties Private Limited	Prestige Shantiniketan [(1)]	1,311.55	Nil	52.42	78.41[(2)]	41.10
6.	Bangalore	April 28, 2008	Andrew Jude LaRive	Prestige Ashcroft	39.28	Nil	0.36	50.00	0.18
7.	Chennai	August 11, 2006	Bayan Bai Wakf	Prestige Palladium	53.52	4.97	2.13	45.00	0.96
8.	Hyderabad	July 27, 2007	Bilquis Hussain	Prestige Royal Woods	100.00	Nil	24.43	50.00	12.22
9.	Bangalore	February 3, 2006	Rao Insulating Company Limited and others	Prestige White Meadows II	150.00	Nil	18.04	62.50	11.28
10.	Bangalore	October 30, 2008	Northland Holding Company Private Limited	Prestige Golfshire	Nil	500.00	276.70	22.27	61.61
11.	Chennai	September 1, 2010	Estra IT Park Private Limited	Porur property	150.00	150.00	25.18	60.00	15.11
12.	Bangalore	April 26, 2010	United Breweries Holdings Limited	Kingfisher Towers	67.50	Nil	4.44	45.00	2.00
13.	Bangalore	December 23, 2009	DRA Projects Private	Hilton Residencies	30.00	45.00	1.17	50.00	0.56

			Limited and Dharmesh Ranka						
14.	Bangalore	June 25, 2010	Allemullah Khan	Vaderahalli Property	25.00	25.00	105.03	67.00	70.37
15.	Bangalore	July 21, 2010	L. K. Trust	Palace Road property	100.00	Nil	2.47	45.00	1.11
16.	Ooty	August 10, 2010	Sigra Suhail and others	Kelso House	4.50	10.50	3.52	60.00	2.11
17.	Bangalore	July 7, 2010	Gaffar Baig	Nagondanahalli Property	10.00	50.00	5.00	45.00	2.25
18.	Bangalore	September 1, 2010	Y. G. Ramkumar and Others	Marigowda Road	20.50	Nil	2.13	56.80	1.21
19.	Cochin	August 10, 2010	South Asia Plywoods Private Limited	Cochin Property	25.00	75.00	1.99	58.00	1.15
20.	Bangalore	July 21, 2010	Acqua Borewells Private Limited and others	Brunton Road	115.00	85.00	2.51	45.00	1.13
				TOTAL	**2,394.70**	**945.47**	**533.40**	**Nil**	**228.06**

(1) Out of the 24 blocks in the project, 17 have been completed and a partial occupancy certificate in relation to the same has been obtained. Consequently, the total land area available for development has been proportionately reduced from 94.03 acres to 52.42 acres and our economic interest in the land has been reduced notionally from 73.73 acres to 41.10 acres.

(2) Based on a blended rate of 73.61% for residential and 83.20% for commercial blocks, in accordance with supplemental agreement dated May 15, 2009

(iv).2 Through the Subsidiaries:

We are engaged in the development of approximately 11.07 acres, out of which the economic interest of our Subsidiaries amounts to 5.41 acres. These lands are located in and around Bangalore and Mangalore, constituting 0.55 % of the total Land Reserves. Of the said lands, we plan to develop approximately 1.81 million square feet of Developable Area. The details of the joint development agreements, the name of the land owner, the percentage accruing to us under these agreements and the amounts paid and payable under these agreements, are set out in the table below.

(Rs. In million)

.No	**City/location**	**Date of the Agreement**	**Name of subsidiary**	**Project Name**	**Amount paid as of August 31, 2010**	**Amount payable as of August 31, 2010**	**Total Area (In acres)**	**Economic ownership of our Company (in %)**	**Economic interest Area (In acres)**
1.	Mangalore	July 31, 2006	Prestige Mangalore Retail Ventures Private Limited	Forum Mangalore Mall [1]	70.00	Nil	5.74	34.00	1.95

.No	City/location	Date of the Agreement	Name of subsidiary	Project Name	Amount paid as of August 31, 2010	Amount payable as of August 31, 2010	Total Area (In acres)	Economic ownership of our Company (in %)	Economic interest Area (In acres)
2.	Bangalore	July 2, 2008	Prestige Shantiniketan Leisures Private Limited	Prestige Shantiniketan	6.00	Nil	5.33	64.90	3.46
				TOTAL	76.00	**Nil**	**11.07**	**Nil**	**5.41**

(1) In case of failure to achieve up to 70.00 % construction of the shopping mall and the hotel within prescribed timelines, the owners shall be entitled to terminate the agreement with by issuance of a 30 day notice period. Upon termination the Company will be entitled to receive the cost of construction net of agreed damages.

(iv).3 Through entities other than (iv).1 and (iv).2 above:

We do not have any lands in this category.

As of August 31, 2010, we had paid a sum of Rs. 2,403.22 million towards deposits and other payments in relation to these lands.

The materiality of the agreements in relation to land has been considered on the basis of 10% or more of the aggregate agreement value of lands under each category. The material agreements in this category i.e., 'Land under which joint development agreements have been entered into by the Company directly' are as follows:

(Rs. In million)

S. No.	Location of Land	Date of Agreement	Parties to the Agreement	Project Name	Total Value	Amount Paid as of August 31, 2010	Amount Payable as of August 31, 2010	Sources of Funds
1.	Bangalore	February 5, 2005	Chaitanya Properties Private Limited	Prestige Shantiniketan	1,311.55	1311.55	Nil	Customer Advances
2.	Bangalore	October 30, 2008	Northland Holding Company Private Limited	Prestige Golfshire	500.00	Nil	500.00	NA
3.	Mangalore	July 31, 2006	Prestige Mangalore Retail Ventures Private Limited	Forum Mangalore Mall	70.00	70.00	Nil	Internal Accruals

The aggregate agreement value of the non-material agreements in this category is Rs. 1,534.64 million.

(v) Proportionate interest in lands owned indirectly by the Company through joint ventures:

We also have interest in the following entities in whose names lands are held through various types of transfers. Thus, we have interest indirectly in such lands forming part of this category. Of the said lands, we plan to develop approximately 8.53 million square feet of Developable Area.

The details of the entities in which we have a stake and through we undertake construction and development activities are as follows:

Name of Developer	Nature of the entity	Project Name	Our Stake/Interest (in %)	Total land (in acres)	Our economic interest (in acres)
RRR Investments[(1)]	Partnership firm	Prestige Zeenath House	50.00	0.41	0.21
Prestige KRPL tech park[(2)]	Partnership firm	KRPL tech park	31.00	15.61	4.84
Prestige Hitech Projects[(3)]	Partnership firm	Nil	42.50	2.78	1.18
Prestige Garden Resorts Private Limited[(4)]	Private limited company	Retreat	50.00	9.00	4.5
Cessna Garden Developers Private Limited[(5)]	Private limited company	Cessna Business Park	60.00	38.3	22.98
Babji Realtors Private Limited[(6)]	Private limited company	Forum Sujana Mall	24.50	5.72	1.43
Prestige Projects Private Limited[(7)]	Private limited company	Sarjapur Land Bank	32.68	138.82	45.37
Prestige Garden Constructions Private Limited[(8)]	Private limited company	Forum Value Mall	35.00	2.09	0.73
	TOTAL		**-**	**212.73**	**81.23**

(1) Prestige Zeenath House is owned and being developed by RRR Investments, a partnership firm in which our stake is 50.00%.

(2) KRPL Tech Park is owned and being developed by KRPL Tech Park, a partnership firm in which our stake is 31.00%.

(3) Prestige Hitech Projects is owned by Prestige Hitech Projects, a partnership firm in which our stake is 42.50%.

(4) Retreat is owned and being developed by Prestige Garden Resorts Private Limited, an entity in which we hold 50.00%.

(5) Cessna Business Park is owned and being developed by Cessna Garden Developers Private Limited, an entity in which we hold 60.00%.

(6) Forum Sujana Mall is being developed by Babji Realtors Private Limited, an entity in which we hold 24.50%. Babji Realtors Private Limited is the developer for this project and the Andhra Pradesh Housing Board is entitled to a 5.00% share in the gross revenues of this project as per the development agreement entered into between them.

(7) Land in Sarjapur is owned by Prestige Projects Private Limited, an entity in which we hold 34.00%.

(8) Prestige Garden Constructions Private Limited owns the land on which our Completed Project, the Forum Value Mall is located. We are now constructing service apartments on this project. We hold 35.00% in Prestige Garden Constructions Private Limited.

For risk factors relating to each applicable category of our Land Reserves above (falling under category (i), (ii) and (iii)), please see the Risk Factors "*The land which is owned by our Company and registered in the name of our Company is 18.83 acres and accounts for 1.91% of our total Land Reserves.*", "*We are required to make certain payments when we enter into joint development agreements, which may not be recoverable and pursuant to which we may be required to pay penalties in terms of such joint development agreements*." and "*We enter into MoUs, agreements to sell and similar agreements with land owners to acquire land, interests in land (including acquisitions of land and interests in land through investment in entities) or to enter into joint development agreements and we may not recover payments made with respect to such land."* in the section entitled "Risk Factors" on page 15.

TDR

The Bangalore Mahanagara Palike has issued the following certificates in relation to TDR that has been granted to the Company:

Serial No.	Date of the Certificate/Date of Acquisition of TDR	F.A.R Credit of Built up Area (in sq.mts.)	Address
1.	April 25, 2007	1,711.50	14/1, Hosur Road, Ward No. 76, Richmond Town, Baldwin Boys High School, Bangalore.
2.	May 24, 2008	3,100.00	CTS No. 1, Minerva Mill Quarters, Ramachandrapura, Ward No. 25, Bangalore.
3.	April 19, 2010	22,763.00	Sy. No. 1, Guddadahalli Village, Kasaba Hobli, Bangalore North Taluk
4.	January 18, 2010	381.37	Prty No. 324, Begur Village, Begur Hobli, Bangalore South Taluk
5.	August 19, 2010	1,618.45	Sy. No. 30/2 and 34, Kannur Village, Bidarahalli, Bangalore East
6.	September 13, 2010	2,315.40	Sy. No. 166/2, Chagalatty Village, Jala Hobli, Bangalore North Taluk
7.	September 2, 2010*	1,510.71	Sy. No. 75/1, B. K. Halli Village, Jala Hobli, Bangalore North Taluk
8.	August 28, 2010*	2,275.50	Sy. No. 19, B. K. Halli, Ammanikere, Jala Hobli, Bangalore North Taluk
9.	September 1, 2010*	1,934.29	Sy. No. 120/88, Chagalatti Village, Jala Hobli, Bangalore
10.	August 28, 2010*	288.42	Khatha No. 144, Kogilu Village, Yelahanka, Bangalore
11.	August 28, 2010*	352.45	Khatha No. 144, Kogilu Village, Yelahanka, Bangalore
12.	August 28, 2010*	2,090.77	Sy. No. 76/5, Chagalatty Village, Jala Hobli, Bangalore North
13.	August 30, 2010*	910.81	Sy. No. 104/1, Kogilu Village, Yelahanka, Bangalore
14.	August 28, 2010*	3,620.72	Sy. No. 11/1 and 22, Kempanahalli, Bangalore

** The TDR certificates issued by the BBMP in respect of these acquisitions are yet to be updated. However, the Company has acquired these TDRs by way of registered Assignment/Transfer Deeds entered into with the TDR certificate holders.*

REGULATIONS AND POLICIES

The Government of India, the Government of Karnataka, the Government of Andhra Pradesh, the Government of Tamil Nadu, the Government of Kerala and other State Governments and the respective local bodies have framed various regulations and policies all of which apply to us. A summary of these regulations and policies is detailed below. The following information has been obtained from the various local legislations and the bye laws of the respective local authorities that are available in the public domain. The regulations set forth below may not be exhaustive and are only intended to provide general information to the investors and are neither designed nor intended to substitute for professional legal advice.

The real estate and construction sector in India is governed by central and State legislations that regulate the substantive and procedural aspects of the acquisition and transfer of land and the construction of housing and commercial establishments.

The real estate and construction industry in India operates in a largely fragmented manner, with each State prescribing its own regulations. We are limiting the discussion herein to laws and regulations, which are currently applicable to us for carrying on our business in the State of Karnataka, Andhra Pradesh, Tamil Nadu and Kerala. Investors are advised to undertake their independent study in relation to the regulations applicable to us, for carrying out our business in various States in India and also outside India. We are broadly subject to laws which provide for the acquisition of land, its transfer and related aspects like payments of stamp duty, registration and local legislation providing for the regulation and supervision of building and residential premises and certain other State specific laws.

Given below is a brief description of the various legislations, including central and State legislations that are currently applicable to the business carried on by us.

Constitution of India

The Constitution of India, in Schedule VII provides the list of the various fields of legislation in which the union government and the State government are entitled to make laws. The fields of legislation as specified in the union list allow the Union of India to make laws, while the entries in the State list allow the respective States to make laws in relation to the same. The entries in the Concurrent list are where the centre and the States can both make laws. Provided below are certain important entries in relation to land which appear both in the Union as well as the State list.

Union List

Entry 86 of the Union list is in relation to '*Taxes on the capital value of the assets, exclusive of agricultural land, of individuals and companies; taxes on the capital of companies*'. Further entry 87 deals with '*Estate duty in respect of property other than agricultural land*'.

State List

Entry 18 of the State List deals with '*land that is to say right in or over the land, land tenures including the relation of landlord and tenant, and the collection of rents, transfer and alienation of agricultural lands; land improvement and agricultural loans; colonisation*'. Further entry 49 empowers the State in relation to '*taxes on land and buildings*'.

Therefore, as provided for in the Constitution of India, as regards lands in specific and real estate in general, the same are governed both by the laws enacted by the States as well as by the Union of India.

Laws enacted by the Union of India

Transfer of Property Act, 1882 ("T.P. Act")

The T.P. Act deals with the various methods in which transfer of property including transfer of immovable property or any interest in relation to that property, between individuals, firms and companies takes place. This mode of transfer between individuals, firms etc is governed by the provisions of the T.P. Act, as opposed to the transfer of property or interest by the operation of law. The transfer of property as provided under the T.P. Act, can be through the mode of sale, gift and exchange while an interest in the property can be transferred by way of a 'lease' or 'mortgage'.

The T.P. Act stipulates the general principles relating to the transfer of property including among other things identifying the categories of property that are capable of being transferred, the persons competent to transfer property, the validity of restrictions and conditions imposed on the transfer and the creation of contingent and vested interest in the property.

Indian Easements Act, 1882 ("Easements Act")

The right of easements is derived from the ownership of property and is governed by the Easements Act. An easement is a right which the owner or occupier of land possesses for the beneficial enjoyment of that land and which permits the owner to do or to prevent something being done, in or upon, other land not his own. Under the Easements Act, a license is defined as a right to use property without any interest created in favour of the licensee, as opposed to a lease, which creates an interest in favour of the lessee. The period and incident upon which a license may be revoked may be provided in the license agreement entered into between the licensor and the licensee.

Registration Act, 1908 ("Registration Act")

The Registration Act has been enacted with the object of providing public notice of the execution of documents affecting a transfer of any interest in an immovable property. The purpose of the Registration Act is the conservation of evidence, assurances, title, publication of documents and prevention of fraud. It lays down in detail, the formalities for registering an instrument. Section 17 of the Registration Act identifies documents for which registration is compulsory and includes among other things, any non-testamentary instrument which purports or operates to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, in immovable property of the value of one hundred rupees or more, and a lease of immovable property for any term exceeding eleven months or reserving a yearly rent.

An unregistered document (which compulsorily requires registration) will not affect the property comprised in it, nor be treated as evidence of any transaction affecting such property (except as evidence of a contract in a suit for specific performance or as evidence of part performance under the T.P. Act or as collateral), unless it has been registered. The amount of the fees under the Registration Act for the purpose of registration, vary from State to State.

The Indian Stamp Act, 1899 ("Stamp Act")

Stamp duty in relation to certain specified categories of instruments as specified under Entry 91 of the Union list, is governed by the provisions of the Stamp Act which is enacted by the Central Government. The applicable rates for stamp duty on the instruments chargeable with duty are prescribed in the schedules to the Indian Stamp Act, 1899 and the relevant stamp legislations enacted by each State. Instruments chargeable to duty under the Stamp Act which are not duly stamped are incapable of being admitted in a court of law as evidence of the

transaction contained therein. The stamp enactments also provide for impounding of instruments that are not sufficiently stamped or not stamped at all.

The Urban Land (Ceiling & Regulation) Act, 1976 ("Urban Land Ceiling Act")

The Urban Land Ceiling Act prescribes the limit for urban areas that can be acquired by an entity. It has been repealed in some States and union territories under the Urban Land (Ceiling and Regulation) Repeal Act, 1999 including Karnataka, Andhra Pradesh and Tamil Nadu.

The Land Acquisition Act, 1894 ("The Land Acquisition Act")

Land holdings are subject to the Land Acquisition Act which provides for the compulsory acquisition of land by the Central Government or appropriate State Government for public purposes, including planned development and town and rural planning. However, any person having an interest in such land has the right to object to such compulsory acquisition and has the right to compensation. In addition, certain states have amended the central statute and framed their own rules for compulsory land acquisition. The Company has to abide by the State legislations in those states in which it conducts its business, in addition to the Central legislation.

Classification of Lands

Usually, land is broadly classified as agricultural and non-agricultural. Further non-agricultural land has different categories such as residential, commercial, industrial etc, based on the specified land usage. Land classified under a specified category is permitted to be used only for such purpose. In order to use land for any other purpose, prior permission from the relevant revenue, municipal or planning authorities would be required. Where the land is originally classified as agricultural land, in order to use the land for any other purpose, the land is required to be converted or alienated for non-agricultural purposes. In addition, some State governments in India have imposed various restrictions, which vary from State to State, on the transfer of property within such States.

Development of Agricultural Land

The acquisition of agricultural land is regulated by state land reform laws, which prescribe limits up to which an entity may acquire agricultural land. Any transfer of land which results in the aggregate land holdings of the acquirer in the state to exceed this ceiling is void, and the surplus land is deemed, from the date of the transfer, to have been vested in the State government free of all encumbrances. Certain States also prohibit the acquisition of agricultural land by non-agriculturists.

When a local or planning authority earmarks certain areas for non-agricultural use such as, townships and commercial complexes, agricultural lands may be acquired for such specified development. After obtaining a conversion certificate from the appropriate authority with respect to a change in use of the land from agricultural to non-agricultural, the ceiling limits in relation to agricultural lands will not be applicable. Appropriate licenses would need to be obtained for development of land. While granting licenses for development, the authorities generally levy proportional development charges for the provision of services such as laying down of main lines, drainage, sewerage, water supply and electricity.

Land Use Planning

Land use planning and its regulation, including the formulation of regulations for building construction, form a vital part of the urban planning and development process. Various enactments, rules and regulations have been made by the Government, concerned State Governments, planning authorities, municipal corporations and municipalities, village panchayats etc which deal with the acquisition, ownership, possession, development,

zoning and usage of land. All relevant applicable laws, rules and regulations have to be taken into consideration by any person or entity proposing to enter into any real estate development or construction activity in this sector in India.

Building Consents

Each state and city has its own set of laws for construction, which govern planned development (such as floor area ratio or floor space index limits, set backs, height restrictions etc). The various authorities that govern building activities in states include the town and country planning department, municipal corporations. Any application for undertaking any construction or development activity has to be made to the town planning authority, municipality, municipal corporation, village panchayat etc as the case may be, who has jurisdiction to sanction such construction.

The Urban Arts Commission advises the relevant State Government in the matter of preserving, developing and maintaining the aesthetic quality of urban and environmental design in some states and also provides advice and guidance to any local body with respect to building or engineering operations or any development proposal which affects or is likely to affect the skyline or the aesthetic quality of the surroundings or any public amenity provided therein. Under certain State laws, the local body, before it accords its approval for building operations, engineering operations or development proposals, is obliged to refer all such operations to the Urban Arts Commission and seek its approval for the project. Additionally, certain approvals and consents may also be required from various other departments, such as the Pollution Control Board, Fire Services Department, the Airports Authority of India, the Archaeological Survey of India etc.

Environmental Regulations

The real estate sector is also subject to central, state and local regulations which are designed to protect the environment. Among other things, these laws regulate the environmental impact of construction and development activities, emission of air pollutants and discharge of chemicals into surrounding water bodies. These various environmental laws give primary environmental oversight authority to the Ministry of Environment and Forest (the "**MoEF**"), the Central Pollution Control Board (the "CPCB") and the respective State Pollution Control Boards. The MoEF is the key national regulatory agency responsible for policy formulation, planning and co-ordination of all issues related to environmental protection. The CPCB is the law enforcing body at the national level. It enforces environmental legislation, coordinates the activities of State Pollution Control Committees, establishes environmental standards and plans and executes a nationwide programme for the prevention, control and abatement of pollution.

State specific laws

State legislations provide for the planned development of urban areas and the establishment of regional and local development authorities charged with the responsibility of planning and development of urban areas within their jurisdiction. Real estate projects have to be planned and developed in conformity with the norms established in these laws and regulations made thereunder and require sanctions from the government departments and developmental authorities at various stages.

Karnataka

Some of the important legislations enacted by the State of Karnataka in this regard are provided below.

Karnataka Town and Country Planning Act, 1961 ("KTCP Act")

The main objective of the KTCP Act is to regulate planned growth of land use and to develop and execute town planning schemes in the State of Karnataka. The KTCP Act operates through planning authorities constituted under the KTCP Act for every local planning area and such areas are to be governed by its own local bye laws, rules and/or regulations. Every local planning authority is required to create a master plan and to ensure that all activities carried out are done in accordance with the master plan.

Bangalore Development Authority Act, 1976 ("BDA Act")

The BDA Act was enacted for the establishment of a development authority to provide for the development of the city of Bangalore (as defined in the BDA Act) and areas adjacent to it. The BDA is established as the local planning authority for the local planning area for the city of Bangalore.

Bangalore Metropolitan Region Development Authority Act, 1985 ("BMRDA Act")

The BMRDA Act was enacted for the purpose of establishing the BMRDA to plan, co-ordinate and supervise the proper and orderly development of the Bangalore metropolitan region (as defined in the BMRDA Act). Any development in the jurisdiction of BMRDA requires the prior permission of the BMRDA.

Bangalore Mysore Infrastructure Corridor Area Planning Authority ("BMICAPA") and Bangalore International Airport Area Planning Authority ("BIAAPA")

The Bangalore Mysore Infrastructure Corridor Project consists of tolled four lane express highways (including their peripheral and link roads) and the five new townships, along this corridor. The Bangalore International Airport Planning Authority regulates the lands coming within its jurisdiction. Pursuant to the objectives of the KTCP Act, the BMICAPA and the BIAAPA have been constituted as local planning Authorities and are authorized under the provisions of the KTCP Act to frame their own rules and regulations, to govern the areas within its jurisdiction. In the event that any of our lands are situated in their jurisdiction, the BMICAPA and the BIAAPA constitute independent planning authorities and pursuant to the authority vested in them under the KTCP Act, have the powers to govern such areas. Any person undertaking any construction activity within the jurisdiction of these bodies is required to make an application and obtain a license for construction. The plans and specifications for construction must comply with the regulations prescribed by these authorities including in relation to FAR, set back etc.

Karnataka Municipal Corporation Act, 1976 ("KMC Act")

The KMC Act was established to consolidate and amend the laws, relating to the establishment of municipal corporations in the State of Karnataka. Under the KMC Act a corporation is established based on certain criteria, which include the population of the area and the density of the population. Under the KMC Act, the construction industry is regulated by the Municipal Corporations which impose mandatory requirements such as approvals, building bye-laws, regulation of future constructions, etc. The KMC Act empowers municipal corporations to make bye laws for the use of sites and buildings and for all matters that are required or allowed to be carried on under the KMC Act.

Comprehensive Development Plan ("CDP")

Under the KTCP Act, the BDA is the Planning Authority for the metropolitan area of Bangalore. A CDP that divides the city into a number of use zones, such as residential, commercial, industrial, public and semi-public is issued every 10 years by the BDA.

The latest CDP ("**Revised Master Plan 2015**") was notified by the Government of Karnataka on June 25, 2007 and covers a total planning area of 1,307 square kilometres. The Revised Master Plan 2015 contains a master plan vision document, existing and proposed land use maps, land use zoning regulations and planning district reports. Under the Revised Master Plan 2015, there has been an enhancement of the FAR to a maximum of three and depending on the width of the road, up to four and an enhancement of FAR to a maximum of four around proposed metro stations. The land requirement for different uses like residential, commercial, industrial, public and semi-public, traffic and transportation, parks and open spaces have been also been set out in the plan. The Revised Master Plan 2015 lays down the policies and programmes for the overall development of the area taking into consideration the long term requirements of the city. In each use / zone, certain uses are normally permitted and certain other uses may be permitted by the BDA under special circumstances.

Karnataka Land Revenue Act, 1964 ("KLR Act")

Though the KLR Act was enacted in order to consolidate and amend the laws relating to land and the revenue administration in the State of Karnataka, the KLR Act regulates the use of agricultural land for non agricultural purposes. Under the KLR Act, permission of the relevant Deputy Commissioner should be obtained by the owner of any agricultural land in order to convert the use of such land for any other purpose. In areas earmarked as "green belt areas", there are greater restrictions placed on usage and prior consent of the relevant authority is needed if the activity sought to be carried out is other than certain permitted activities such as construction of places of worship, hospitals, libraries, sports clubs and cultural buildings.

Bangalore Mahanagara Palike Building Bye Laws - 2003 ("BMP Bye Laws")

All land use and real estate development within the jurisdiction of the Bruhat Bangalore Mahanagara Palike ("**Authority**") requires compliance with the BMP Bye Laws. There are about 100 wards in Bangalore to which the BMP Bye Laws are applicable at present. The BMP Bye Laws classify land use as (i) residential (ii) commercial (retail and wholesale business) (iii) industrial (iv) public and semi public use (v) parks, open spaces and playgrounds (vi) transport and communication (vii) utilities and services (viii) agricultural zone. The construction of residential buildings is permitted in the commercial (retail business) zone.

Every person who intends to construct, erect, re-erect a building or make material alterations to a building is required to obtain a license from the commissioner of the Authority under Part II of the BMP Bye Laws by submitting the prescribed documents. The specifications mentioned in the BMP Bye Laws must be complied with in respect of the building proposed to be constructed. In relation to the construction of any building, *inter alia*, the conditions regarding the FAR, (i.e. 'quotient obtained by dividing the total covered area of all the floors by the area of the plot') and the "set back line" (i.e. a line prescribed beyond which nothing can be constructed towards the plot boundary except those not included under the definition of coverage) set out in the BMP Bye Laws have to be complied with and will be considered by the Authority before it grants a license for construction. Upon grant of a license by the Authority the construction of the building must commence within a period of two years from the date of grant of the license. Upon completion of construction, the Authority will issue a completion or occupancy certificate for the building after the physical inspection of the building to verify that the construction is in compliance with the approved plans and specifications.

Bhoomi Program

Pursuant to the computerisation of land records ("**CoLR**") scheme initiated by the Government of India, the State of Karnataka implemented the Bhoomi Program. The objectives of the Bhoomi program are to computerise the ownership and plot wise details of the land records, facilitate the easy maintenance and updation of changes occurring in land holdings. Computerisation has been done to ensure long term preservation of land records that are tamper proof and which can be maintained, reproduced and retrieved efficiently at low cost.

By March 2002, the computerisation of the land records in the entire State of Karnataka was completed, which involved digitisation of nearly 20 million land records and further validation by 10,000 village accountants who were traditionally entrusted with custody and maintenance of the land records. After the implementation of the Scheme, farmers were issued printed copies of computerized records of Rights, Tenancy and Crop Inspection certificate (RTC) for a modest fee of Rs. 15 and issue of manual certificates has been banned. These computer-generated documents have statutory authority, and can be used for judicial and financial purposes. The Bhoomi program has been provided with fingerprint biometrics to ensure foolproof authentication. The Bhoomi databases at the taluk offices have been consolidated at the state data centre. Therefore the replication and consolidation of databases takes place on a daily basis which enables delivery of land records through the internet. Further, the offices of the registration department have been electronically linked to Bhoomi offices in the taluka thus transferring electronic data to the Bhoomi database.

Computerisation has also led to other benefits such as laying down standard processes like First in First out (FIFO) for disposal of mutation applications and reducing the discretionary power of government officials.

Karnataka Apartment Ownership Act, 1972 ("KAO Act")

The KAO Act relating to the ownership of Apartments was enacted to provide for ownership of an individual apartment in a building and to make it heritable and transferable. The Act permits exclusive ownership and possession of an apartment. The owner is required to submit a Declaration and a Deed of Apartment which have to be signed and registered so as to be governed under the Act.

Karnataka Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1972

As a matter of regulating the matters connected with the promotion, development, construction, sale and management of all types of flats (including industrial, commercial and residential). It deals in detail with the duties of the developer, the manner of booking a flat under construction, etc.

Karnataka Rent Control Act, 1999 ("Rent Act")

The earlier legislation, the Karnataka Rent Control Act, 1961 was replaced by the Rent Act in order to encourage further construction and balance the interests of the landlord and the tenant. Under the Rent Act, the 'standard rent' in relation to any premises is calculated on the basis of 10% per annum of the aggregate amount of the cost of construction and the market price of the land comprised in the premises on the date of commencement of the construction subject to other charges payable as specified in the Rent Act.

Karnataka Stamp Act, 1957 ("KSA")

Stamp duty on instruments in the state of Karnataka is governed by the KSA. The KSA levies stamp duty on documents/instruments by which any right or liability is, or purports to be, created, transferred, limited, extended, extinguished or recorded. Some of the instruments on which the KSA levies stamp duty include instruments for conveyance of land, lease of immoveable property, powers of attorney etc. All instruments chargeable with duty and executed by any person are required to be stamped adequately. Instruments not duly stamped are incapable of being admitted in court as evidence of the transaction in question. The State Government has the authority to impound insufficiently stamped documents. The KSA prescribes a penalty not exceeding ten times the amount of duty payable in respect of the instrument which is insufficiently stamped. The stamp duty payable on conveyance of immoveable property in the State of Karnataka is six %, plus other additional duties and is subject to revision by the government from time to time.

Andhra Pradesh

Andhra Pradesh Land Reforms (Ceiling on Agricultural Holdings) Act, 1973 ("APLRC Act")

This APLRC Act lays down the ceiling limit on holding agricultural land in the state of Andhra Pradesh. The ceiling area of individual and in the case of any other person is 'one standard holding'. Person has been defined to include an individual, a family unit, a trustee, a company, a firm, a society or an association of individuals whether incorporated or not under APLRC Act. The procedure for computation of 'one standard holding' for difference classes of lands has been specified in APLRC Act.

Every person who holds land beyond the specified limits under the APLRC Act, is required to declare the details of such excess holding to the relevant tribunal which is empowered to hold an enquiry under the APLRC Act. APLRC Act prohibits a person holding land in excess of the specified limits from alienating his holding and any alienation in contravention of APLRC Act is null and void. Any contravention of any provisions of the APLRC Act is punishable with imprisonment or with fine or with both under APLRC Act.

Andhra Pradesh Rights in Land and Pattadar Pass Books Act, 1971 ("APRLP Act")

This APRLP Act is applicable to the whole of state of Andhra Pradesh and deals with preparation and updation of Record of Rights Register by the Government for maintaining records of agricultural lands including names of owners, possessors, mortgagees, occupants or tenants of land, nature of land, extent of rights and interest of such persons, liabilities, rent/revenue if any, payable. Every owner/possessor of land is required to apply for an issue of pass book and title deed under APRLP Act, by paying the prescribed fee. A patta pass book is issued to owners and persons having rights and interest in land. The holder of pass book and title deed is required to have entries of alienations/creation/transfer of any interest in land to be recorded in the pass book and title deed by the registering officer at the time of registration. It is pertinent to note that a patta pass book and title deed is not issued to a Company under APRLP Act. The APRLP Act provides for inspection and obtaining copies of record of rights by public on payment of fees prescribed. Further APRLP Act, also provides for regularization of alienation or transfer of land made otherwise than a registered instrument.

Andhra Pradesh Assigned Lands (Prohibition of Transfer) Act, 1977 ("APALPT Act")

APALPT Act extends to the whole of the State of Andhra Pradesh. APALPT Act prohibits transfer of lands assigned to land-less poor and provides for restoration of such transferred lands to the original assignees. APALPT Act also prohibits registration of transfer of documents relating to the transfer of any assigned lands or documents creating any interest therein and further provides for penal provisions with respect to persons acquiring any assigned lands in contravention of provision of APALPT Act, including imprisonment and fine or with both.

Andhra Pradesh Agricultural Land (Conversion for Non-Agricultural Purposes) Act, 2006 ("APALCAP Act")

APALCAP deals with conversion of agricultural land to non agricultural use. As per APALPT Act no agricultural land can be put to non agricultural use without the prior permission of the concerned officer authorized under APALPT Act. Any owner converting agricultural land for non-agricultural use is required to pay a conversion fee as prescribed. Further APALPT Act prescribes penalty on the persons/owners who put the agriculture land to non agriculture use without the prior permission of the concerned officer authorised under APALPT Act. APALPT Act also provides exemptions to certain lands. It is pertinent to note that the government authorities dealing with issue of sanctioned layouts do not issue permissions for construction without the mandatory land conversion certificate.

Andhra Pradesh (Telangana Area) Land Revenue Act, 1317 Fasli ("APTALR Act")

APTALR Act empowers the Government to impose land revenue on the land in the Telangana area. APTALR Act prescribes the responsibility of pattadar and other occupants of land for payment of land revenue and also lays down the manner in which the same is collected and recovered by the authorized officers of the Government under APTALR Act. As per APTALR Act, land revenue has priority over other demands like debts, mortgages etc., further the Government also has the first charge to collect arrears on land other than the land on which the land revenue is due.

Andhra Pradesh Revenue Recovery Act, 1864 ("APRR Act")

APRR Act deals with manner of collecting arrears of public revenue due on land including cess or the other dues payable to the State Government on account of water supplied for irrigation of land by the Government. APRR Act empowers a Collector to recover the arrears together with interest and costs of process, by the sale of the defaulter's movable and immovable property or by execution against the defaulter. APRR Act also prescribes the rules for seizure and sale of movable property for recovery of arrears of revenue due. Further APRR Act also lays down a penal provision for fraudulent conveyance of property to prevent distress for arrears.

Andhra Pradesh Town Planning Act, 1920 ("APTP Act")

APTP Act provides for preparation of planning schemes for the development of town to secure their present and future inhabitants sanitary conditions, amenity and convenience including and not limited to improvement of roads, reservation of land for streets, roads, schools, gardens, recreation grounds, market, hospital, communication, construction and demolition of building and structures, transport facilities, water supply, lighting, drainage, surface drainage and sewage disposal, in the state of Andhra Pradesh.

Tamil Nadu

Some of the important legislations enacted by the State of Tamil Nadu are provided below.

Tamil Nadu Town and Country Planning Act, 1971 ("TNTCP Act")

The main objective of the TNTCP Act is to regulate planned growth of land use and to develop and execute town planning schemes in the State of Tamil Nadu. The TNTCP Act notifies the areas, constitution of authorities like Chennai Metropolitan Development Authority, preparation and implementation of master plan and detailed development plan and enforcement of development control regulations. The development plan/master plan specifies the usage of land within the local area which provides for allotment or reservation of land for residential, commercial, industrial and agricultural purposes for parks and open spaces, major streets, airport and canals, area reserved for further developments, expansion and for new housing. The plans may also include detailed development of specific areas for housing, shopping, industries, the height, and number of storeys and size of the building.

This TNTCP Act further provides for the preparation of a 'regional plan' which is a tool to integrate the urban and the rural areas. The TNTCP Act has resulted in a situation whereby a developer has to submit two applications and obtain two permissions. The first permission is the planning permission under the TNTCP Act and the second permission for building license, layout from the relevant licensing authorities.

The land use and planning/development activities in municipal areas (urban/local) is controlled and regulated by the local body authorities (municipalities) under the provisions of the Tamil Nadu Urban Local Bodies Act, 1998 and in panchayat areas by the Panchayat Authorities (Panchayat Board) under the provisions of the Tamil

Nadu Panchayats Act, 1994.

Chennai Metropolitan Development Authority ("CMDA")

The CMDA is an authority constituted under the TNTCP Act. The purpose of establishing the CMDA is to plan, co-ordinate and supervise the proper and orderly development of the 'Chennai metropolitan area'. The CMDA co-ordinates and monitors projects executed through Government agencies, Non-Governmental organizations and community based organizations.

Tamil Nadu District Municipalities Act, 1920 ("TNDM Act")

The TNDM Act was established to consolidate and amend the laws, relating to the establishment of 'municipal corporations' in the State of Tamil Nadu except in Chennai. Under the TNDM Act, the construction industry is regulated by the municipal office which imposes mandatory requirements such as obtaining of approvals, compliance with building bye-laws, regulation of future constructions, etc.

Tamil Nadu District Municipalities Building Rules, 1972 ("TN Building Rules")

The TN Building Rules are applicable to the whole area which has been declared as municipality under the TNDM Act. These rules apply to all building activity within the jurisdiction of the body mentioned above and prescribe the conditions for construction of a building, including restrictions on the minimum building plot size along the abutting roads in all new developments areas and layouts, height and set back of buildings etc. Every application to construct or reconstruct or for alteration to existing buildings is to be made to the relevant sanctioning authority in the prescribed form and accompanied by the prescribed documents.

Chennai City Municipal Corporation Act, 1919 ("CCMC Act")

The CCMC Act was established to consolidate and amend the laws, relating to Municipal affairs in the city of Chennai. Under the CCMC Act, the construction industry is regulated by the municipal office who impose mandatory requirements such as approvals, building bye-laws, regulation of future constructions, etc

Tamil Nadu Apartment Ownership Act, 1994 ("TNAO Act")

Every owner of an apartment in the State of Tamil Nadu is required to execute a declaration to adhere to the provisions of the TNAO Act. The TNAO Act states that the administration of every building shall be bound by its building regulations under the municipal laws, TNTCP Act and own bye laws.

Tamil Nadu Buildings (Lease and Rent Control) Act, 1960 ("TNLRC Act")

The TNLRC Act was enacted to regulate the leasing of buildings, and to exercise rent control. Under the TNLRC Act the 'fair rent' in relation to any residential apartment shall be nine percent of the gross return per annum on the total cost of such building, and on any non residential building it shall be 12% of the gross return per annum on the total cost of such building. The total cost shall consist of the market value of the site in which the building is constructed and the cost of the construction of the building.

Tamil Nadu Fire Services Act, 1985 ("TNFS Act")

The maintenance of fire services in the State of Tamil Nadu is regulated by the provisions of the TNFS Act. The primary function of the fire and rescue services department is to save life and property of the public from fire and other accidents. The fire and rescue services department also provides advice on fire protection measures for high-rise buildings, factories, places of public resort, fairs and festivals. Any person proposing to construct a

high raised building or a building proposed to be used for any other purpose other than residential purpose should apply for approval from the concerned authority.

Kerala

Some of the important legislations enacted by the State of Kerala are provided below.

Kerala Land Reforms Act, 1963 ("KLRA")

The main objective of the KLRA is to codify the limits of land held in Kerala by persons or firms. Sections 80 to 85 of the KLRA prescribe ceilings on the land a person or a firm can hold, along with the different types of lands that can be held by such entities. These provisions also prescribe other conditions to be complied with while purchasing any land in Kerala.

Kerala Municipalities Act, 1994 ("KM Act")

The KM Act was established to consolidate and amend the laws, relating to the establishment of 'municipal corporations' in the State of Kerala. Under the KM Act, the construction industry is regulated by the municipal corporations which impose mandatory requirements such as approvals, building bye-laws, regulation of future constructions, etc. The KM Act empowers municipal corporations to make bye laws for the use of sites and buildings and for all matters that are required or allowed to be carried on under the KM Act.

Kerala Municipality Building Rules, 1999 ("KMB Rules")

The KMB Rules prescribes the rules applicable to municipal corporations in Kerala. These rules apply to all public and private buildings and prescribe the conditions for construction of a building, including restrictions on the minimum building plot size along the abutting roads in all new developments areas and layouts, height and set back of buildings etc. In relation to high rise buildings, located in vicinity of airports the maximum height of such building has to be in accordance with the KMB Rules and in the event that the building exceeds the maximum height limits, the approval for the same should be obtained from the airport authority and is regulated by their rules/requirements.

Every application to construct or reconstruct or for alteration to existing high rise buildings is to be made to the relevant sanctioning authority in the prescribed form and accompanied by the prescribed documents. The KMB Rules also prescribe that no person shall occupy or allow any other person to occupy any building or part of a building for any purpose unless such building has been granted an occupancy certificate by the sanctioning authority.

Kerala Land Development Act, 1963 ("KLD Act")

The KLD Act was enacted to provide for a unified law relating to preparation and execution of land development schemes including schemes for the conservation and development of soil resources, the control and prevention of soil erosion and the reclamation of waste lands in the State of Kerala. The Kerala Land Development Scheme Rules, 1977 framed under the KLD Act details the powers, duties and functions of the authorities approving and implementing the schemes.

Kerala Apartment Ownership Act, 1983

Every owner of an apartment in the State of Kerala is required to execute a declaration to adhere to the provisions of the Kerala Apartment Ownership Act, 1983. The Kerala Apartment Ownership Act, 1983 states that the administration of every property shall be bound by its own bye laws.

Kerala (Lease & Rent Control) Act, 1965 ("KLRC Act")

The KLRC Act was enacted to regulate the leasing of buildings, and to exercise rent control. Under the KLRC Act, the 'fair rent' in relation to any premises is calculated on the basis, of the property tax or house tax fixed for the building at the time of letting in the property tax register or house tax register of the authority within whose area the building is situated.

Kerala Survey and Boundaries Act, 1961 ("KSB Act")

The KSB Act was enacted to amend and unify the laws relating to survey of lands and settlement of boundary disputes.

Kerala Fire Force Act, 1962 ("KFF Act")

The maintenance of fire services in the State of Kerala is regulated by the provisions of the KFF Act. The primary function of the fire and rescue services department is to save life and property of the public from fire and other accidents. Any person proposing to construct a high raised building or a building proposed to be used for any other purpose other than residential purpose, should apply to the concerned licensing authority and the same shall be forwarded by the licensing authority to the fire and rescue services department.

Foreign Ownership

The Industrial Policy, 1991 prescribed the limits and the conditions subject to which foreign investment can be made in different sectors of the Indian economy. The Government of India has since amended the Industrial Policy, 1991 from time to time in order to enable FDI in various sectors in a phased manner gradually allowing higher levels of foreign participation in Indian companies. The FEMA regulates the precise manner in which such investment may be made.

The Government of India has permitted FDI of up to 100% under the automatic route in townships, housing, built-up infrastructure and construction-development projects (which would include, but not be restricted to, housing, commercial premises, hotels, resorts, hospitals, educational institutions, recreational facilities, city and regional level infrastructure), subject to certain conditions contained in Chapter 5 of the FDI Circular.

A short summary of the conditions of Chapter 5 of the FDI Circular is as follows:

(a) Minimum area to be developed is 10.0 hectares in case of serviced housing plots and 50,000 sq. mts. in case of construction development projects. Where the development is a combination project, the minimum area can be either 10.0 hectares or 50,000 sq. mts.

(b) Minimum capitalization of US$10.0 million for wholly-owned subsidiary and US$5.0 million for a joint venture has been specified and it is required to be brought in within six months of commencement of business of the company.

(c) Further, the investment is not permitted to be repatriated before three years from completion of minimum capitalization except with prior approval from FIPB.

(d) At least 50% of the project is required to be developed within five years of obtaining all statutory clearances and the responsibility for obtaining it is cast on the foreign investor. Further, the sale of undeveloped plots is prohibited.

(e) Compliance with rules, regulations and bye-laws of state government, municipal and local body has been mandated and the investor is given the responsibility for obtaining all necessary approvals.

However, Chapter 5 of the FDI Circular is not applicable to foreign investment under the Portfolio Investment Scheme by FIIs under Schedule II of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident outside India) Regulations, 2000, as amended from time to time. The Company is eligible to issue Shares to FIIs under the Portfolio Investment Scheme, covered under notification FEMA No. 20/2000-RB dated May 3, 2000 and subsequent amendments thereto.

Investment by FIIs and Sub-accounts

As per the Portfolio Investment Scheme, FIIs registered with the SEBI may buy or sell securities of Indian companies on stock exchanges in India through registered stock brokers. FIIs are also permitted to purchase shares and convertible debentures of an Indian company, subject to the percentage limits specified either through:

- a public offer, where the price of the shares to be issued is not less than the price at which the shares are issued to Indian residents; or

- a private placement, where the price of the shares to be issued is not less than the price according to the terms of the relevant SEBI guidelines or the guidelines issued by the former Controller of Capital Issues as applicable.

Further, in respect of an FII investing in equity shares on behalf of its sub-accounts, the investment on behalf of each sub-account shall not exceed 10% of the total issued capital of the company or 5% of the total issued capital of the company in case such sub-account is a foreign corporate or an individual.

The above regulations and policies are in summary form only and is not a complete analysis or description of all regulation and polices applicable to the business of the Company.

Foreign Exchange Remittances from India

The FEMA regulates transactions involving foreign exchange and provides that certain transactions cannot be carried out without the general or special permission of the RBI. The FEMA has eased restrictions on current account transactions. However, the RBI continues to exercise control over capital account transactions (i.e., those which alter the assets or liabilities, including contingent liabilities, of persons) and has issued regulations to regulate the various kinds of capital account transactions, including certain aspects of the purchase and issuance of shares of Indian companies.

Dividends

Dividends on the equity shares received by foreign investors may be freely repatriated in foreign currency.

Restrictions on Sale of the Equity Shares and Repatriation of Sale Proceeds

Under the foreign exchange regulations currently in force in India, transfers of shares between non-residents and residents are freely permitted (subject to certain conditions) if they comply with the pricing guidelines and reporting requirements specified by the RBI. An FII holding equity shares is permitted to sell them on a recognised Indian Stock Exchange through a registered broker and the sale proceeds may be credited to a special non-resident Rupee account that it holds.

HISTORY AND CORPORATE STRUCTURE

Our History

Our Company commenced operations as a partnership firm constituted under the Indian Partnership Act, 1932 on April 1, 1986 under the name and style of Prestige Estates and Properties with its registered office at No. 6, Commercial Street, Bangalore 560 001. The partners of the firm were the Late S. Razack, Irfan Razack, Rezwan Razack and Sameera Noaman. The partnership firm was reconstituted on March 31, 1997 between Late S. Razack, Irfan Razack, Rezwan Razack, Sameera Noaman, Noaman Razack, Rabia Razack, Badrunissa Irfan and Almas Rezwan. The name of the firm was changed to Prestige Estates Projects by a supplementary deed of partnership dated May 12, 1997. The firm was registered as a private limited company under Part IX of the Companies Act on June 4, 1997 with the name Prestige Estates Projects Private Limited and was allotted company identification number 08/22322/1997. All of the business and property of the erstwhile partnership firm therefore became vested in our Company. Our Company was converted into a public limited company on November 10, 2009 with the name Prestige Estates Projects Limited and received a fresh certificate of incorporation consequent upon change in status on November 10, 2009 from the RoC.

Changes in Registered Office

The registered office of our Company was shifted from No. 303, 'Copper Arch', No. 83, Infantry Road, Bangalore 560 001 to 'The Falcon House', No.1, Main Guard Cross Road, Bangalore 560 001, with effect from January 2, 2005 pursuant to a resolution of the Board dated January 1, 2005. The change in registered office was effected for operational convenience.

Key Events, Milestones and Achievements

Year	Key Events, Milestones and Achievements
2010	Launched Prestige White Meadows
2009	Our Company was converted into a public limited company with the name Prestige Estates Projects Limited and received a fresh certificate of incorporation consequent upon change in status from the RoC
2009	Inaugurated the Forum Value Mall
2008	Started operations of Oakwood Premier Prestige, serviced apartments at UB City
2008	Inaugurated the Collections, a luxury mall at UB City
2008	Entered into strategic alliance with CRIDF for developing malls across South India
2008	Launched Prestige Golfshire
2008	Entered into a relationship with UIOF
2007	Entered into a relationship with Red Fort India Real Estate Holdco I L.L.C to develop commercial space and townships.
2007	Expanded our operation to Cochin, Chennai and Hyderabad
2007	Inaugurated UB City, our largest mixed use development
2006	Inaugurated Prestige Ozone a villa development
2006	Launched Prestige Shantinikethan, an integrated township
2006	Launched Cessna Business Park, an SEZ
2004	Inaugurated Forum Mall, our first retail project
2003	Received CRISIL DA-1 rating (indicating excellent rating for ability to execute real estate projects as per specified quality level within stipulated time schedule and ability to transfer clean title)
2001	Commenced operation of Angsana, our first hospitality project
2001	Received ISO 9001:2000 Certification
2000	Inaugurated Prestige Acropolis
1998	Foray into property management services
1997	Inaugurated Prestige Elgin, our 50th project
1997	The firm 'Prestige Estates Projects' was registered as 'Prestige Estates Projects Private Limited', a private limited company under Part IX of the Companies Act

Year	Key Events, Milestones and Achievements
1997	The name of the partnership firm was changed to 'Prestige Estates Projects'
1995	Inaugurated Whistling Palms, our first plotted development project
1988	Completed Copper Arch on Infantry Road, our first project
1986	Our Company commenced operations as the partnership firm 'Prestige Estates and Properties'

Awards and Accreditations

Year	Award
2010	Our Company was awarded certificate of merit for being one of 'India's Top 10 Builders' at the Construction World Architect & Builder Awards 2010
2010	Our Company was awarded the 'Commercial Master Builder Award' by Construction Source India
2010	The 'Popular Choice Developer of the Year – Residential' award at the Realty Excellence Awards in favour of Prestige Developers
2010	UB City was awarded 'the Architecture Award (Retail)' by the Asia Pacific Commercial Property Awards in association with Bloomberg Television
2010	UB City was 'Highly Commended' for Architecture Award (Mixed Use) India category, the Architecture Award (Leisure & Hospitality) India category and the Architecture Award (Office) India category by the Asia Pacific Commercial Property Awards in association with Bloomberg Television
2010	Prestige Oasis was 'Highly Commended' in the Best Development Marketing India category by the Asia Pacific Commercial Property Awards in association with Bloomberg Television
2010	Oakwood Premier Serviced Residences was 'Highly Commended' for Best Hotel Construction & Design India by the Asia Pacific Commercial Property Awards in association with Bloomberg Television
2010	The Forum Value Mall, Whitefield was 'Highly Commended' for the Best Retail Development India by the Asia Pacific Commercial Property Awards in association with Bloomberg Television
2009	UB City was awarded the 'Best Mixed Use Development (India)' award by 'CNBC Asia Pacific Property Awards'
2009	Prestige Golfshire was awarded the 'Best Golf Development (India)' award by 'CNBC Asia Pacific Property Awards'
2009	Prestige Golfshire was awarded the 'Highly Commended Best Mixed Used Development-Future' award at the 'Cityscape Awards, Real Estate, Asia'
2009	Prestige Elgin won an award in the 'Heritage (Restoration) Category' at the 'Prix d' Excellence Awards'
2008	Our Company was awarded the 'Best Developer (Retail Project)' award at the 'Real Estate Excellence Awards'
2008	Our Company was awarded the 'Overall Achievement Award' at the 'Real Estate Excellence Awards'
2008	UB City awarded the 'Outstanding Corporate Structure of Karnataka' award at the 'ICI-KBC Birla Super Endowment Award'
2008	The Forum was 'Highly Commended' under the category of 'Best Developer Retail (Built)' at the 'Cityscape Asia Real Estate Awards'
2008	The Forum awarded the 'Most Admired Shopping Centre Of The Year: Retailers' Choice' award by Images Shopping Centre Awards (ISCA)
2008	Prestige Elgin was awarded the 'Best Redevelopment' award at the 'CNBC Asia Pacific Property Awards'
2008	Prestige Exotica awarded the 'Best High-Rise Development' award at the 'CNBC Asia Pacific Property Awards'
2008	Prestige Acropolis awarded the 'Best Architecture (Multiple-Units)' award at the 'CNBC Asia Pacific Property Awards'
2008	Prestige South Ridge awarded the 'Best Property Marketing' award at the 'CNBC Asia Pacific Property Awards'
2008	Prestige Neptune's (courtyard) awarded the 'Best Marina Development' award at the 'CNBC Asia Pacific Property Awards'
2008	Prestige South Ridge awarded the 'Best Interior Design' at the 'CNBC Asia Pacific Property Awards'
2008	Angsana Oasis Resort and Spa awarded the 'Best Destination Spa' at the 'Pevonia Asia Spa Awards, 2008'
2007	Our Company has been recognised as a 'Member in Good Standing in the Fellowship of Good Green Governance', by Srishti
2007	UB City awarded the 'Best Developer' award in the 'Mixed Use Category' at the 'Cityscape Real Estate

Year	Award
	Awards'
2007	The Forum rated as the 'Best Mall in the Country' at the 'Real Estate Excellence Awards'
2007	Prestige Acropolis was highly commended in the Residential Category Award by FIABCI
2005	Euro Money Award for excellence in real estate
2004	We were highly commended in the software facility category by FIABCI
2002	Prestige Acropolis awarded in the 'Residential Category' at the 'International Real Estate Federation (FIABCI) Awards'
1998	Prestige Opal and Prestige Four Seasons rated by FIABCI among the 30 best developments in the world
1998	Prestige Meridian awarded the 'Best Building of the Year' by the Accomodation Times, Mumbai

Main Objects

Our main objects enable us to carry on our current business. The main objects of our Company as contained in our Memorandum of Association are as follows:

- To purchase, acquire, take on lease, or in exchange or in any other lawful manner any area, lands, buildings, structures and other immovable properties or any interest therein and to develop, construct, sell, lease, dispose of or maintain the same and carry on all or any of the functions for the promotion and development of flats, apartments, dwelling houses, shops, offices, clubs, residential layouts, industrial parks, resorts and hold, lease or sell the same to intending users and purchasers.

- To construct buildings, hotels, resorts, time share, golf course, convention centre, villas, flats, apartments, rooms, houses and to manage or let out the same or any part thereof for any period whether belonging to the company or not at such rent and on such terms and conditions as the company shall think fit, proper and convenient and to collect rents and income, water, electricity, maintenance and other charges from the tenants, occupiers, and others and to equip the same or any part thereof with all or any amenities or conveniences, garages, recreation facilities and other amenities from time to time as and when the company shall consider desirable or to arrange such management, letting and advantages as aforesaid by employing any person, firm, company, to carry out and furnish the same on such terms and conditions as the company thinks fit, proper and expedient.

- To carry on the business of real estate consultants, advisors, surveyors and to render and provide consultancy services and assistance including project management services, construction, formation of layouts, land scaping, design, legal and financial matters, rentals, lease and for the purpose to advertise and to carry our surveys, prepare reports, plans, certificates or arrange to procure capital, finance, land, building, machinery and to represent the clients to various Government, Local, Municipal Authorities, Bank, Financial Institutions and such other Authorities and obtain clearances, licenses, permission, grants and orders from them.

Amendments to Memorandum of Association

Since incorporation, the following changes have been made to our Memorandum of Association:

Date of Shareholders' Approval	Amendment
October 20, 2009	Shareholders' approval for conversion of our Company into a public limited company and amendment of our Memorandum of Association to read as follows: *"The Name of the Company is "Prestige Estates Projects Limited""*
September 22, 2009	The initial authorized share capital of our Company of Rs. 125,000,000 divided into 12,500,000

Date of Shareholders' Approval	Amendment
	Equity Shares was increased to Rs. 4,000,000,000 divided into 400,000,000 Equity Shares

Strategic or Financial Partners

Strategic Partners

Joint Venture with CRIDF

CapitaLand Retail India Investments Private Limited ("**CapitaLand Retail**") has entered into a framework agreement executed with our Company, our Promoters, Badrunissa Irfan, Almas Rezwan and Sameera Noaman on January 16, 2008 for construction and development of retail malls (the "**Framework Agreement**").

Pursuant to the Framework Agreement, CapitaLand Retail has invested in Prestige Whitefield Investments and Developers Private Limited, Prestige Mangalore Retail Ventures Private Limited, Prestige Mysore Retail Ventures Private Limited, Babji Realtors Private Limited, Prestige Garden Constructions Private Limited and Thomsun Realtors Private Limited (each individually referred to as "**Project SPV**" and collectively referred to as "**Project SPVs**").

The key terms of the Framework Agreement are as follows:

- Our Company is required to collaborate with CapitaLand Retail on all future projects for development of retail malls, unless a proposal in relation to a future project submitted by our Company is declined by CapitaLand Retail.
- All equity shares and debentures held by our Company and CapitaLand Retail in each of the Project SPVs are to be locked-in for a period of twelve months from receipt of certification from an architect certifying that:
  - The relevant project has received a completion certificate from the relevant authorities; and
  - All approvals for habitation and intended usage of the said projects have been received from the concerned authorities.
- Our Company will be engaged to undertake project management for the projects being developed by the Project SPV's and we are entitled to a project management fee of 5% of the construction costs.
- Our Company and CapitaMalls Asia are required to establish a joint venture company for the management of malls in India and such company will provide mall management service to all the Project SPV's.
- All resolutions and decisions pertaining to a reserved matter to be taken by the board or the members of the respective Project SPVs, require the consent and affirmative vote of CapitaLand Retail. Some of the key reserved matters are as follows:
  - Any amalgamation or reconstruction of the Project SPVs or merger, consolidation or amalgamation with any company, association, partnership or legal entity;
  - Any increase, reduction or other alteration to the issued share capital of the Project SPVs or any change in the charter documents of the Project SPVs;
  - The issue or grant of any options to subscribe to the share capital or the issue of any new class of shares in the capital of the Project SPVs;
  - The sale or transfer of the whole or substantially all of the business; and
  - Any decision to lease or sell 20% or more of the super built-up area of any part of the retail or residential component of each phase of the Project SPVs in a single transaction.

- In the event of a deadlock at the board or members meeting, the deadlocked matter would be referred to

the chief executive officers of both parties. If the matter remains unresolved, either party may serve a deadlock notice on the other party, setting out a deadlock price at which the party serving the deadlock notice is prepared to sell the investments or purchase the other party's investments.

Pursuant to the Framework Agreement, our Company and CapitaLand Retail, and in certain cases our Promoters, have executed further agreements for specific investments in the Project SPVs. For details see "Joint Venture Companies with CapitaLand Retail" under "Our Subsidiaries" and "Group Entities" on pages 166 and 203 respectively.

Our Company has also executed agreements for investments in certain other Subsidiaries. For further details see "Other Joint Venture Companies" under "Our Subsidiaries" on page 167 and "Material Contracts and Documents for Inspection" on page 586.

Shareholder Agreements

There are no agreements between our Company and its shareholders.

Details of our Subsidiaries

Wholly Owned Subsidiaries

Downhill Holiday Resorts Private Limited

Downhill Holiday Resorts Private Limited is engaged in holding equity shares in Northland Holding Company Private Limited. The authorized share capital of Downhill Holiday Resorts Private Limited is Rs. 41,520,000 divided into 4,152,000 equity shares of Rs. 10 each. The issued and paid up share capital of Downhill Holiday Resorts Private Limited is Rs. 41,500,000 divided into 4,150,000 equity shares of Rs. 10 each, all of which are fully held by us.

Foothills Resorts Private Limited

Foothills Resorts Private Limited is engaged in holding equity shares in Northland Holding Company Private Limited. The authorized share capital of Foothills Resorts Private Limited is Rs. 56,220,000 divided into 5,622,000 equity shares of Rs. 10 each. The paid up share capital of Foothill Resorts Private Limited is Rs. 56,206,940 divided into 5,620,694 equity shares of Rs. 10 each, fully held by us.

Pennar Hotels and Resorts Private Limited

Pennar Hotels and Resorts Private Limited is engaged in holding equity shares in Northland Holding Company Private Limited. The authorized share capital of Pennar Hotels and Resorts Private Limited is Rs. 35,860,000 divided into 3,586,000 equity shares of Rs. 10 each and the issued and paid up capital of Pennar Hotels and Resorts Private Limited is Rs. 35,857,780 divided into 3,585,778 equity shares of Rs. 10 each, fully held by us.

Northland Holding Company Private Limited

Northland Holding Company Private Limited owns the land upon which Prestige Golfshire is being developed. The authorized and paid up share capital of Northland Holding Company Private Limited are Rs. 30,000,000 divided into 3,000,000 equity shares of Rs. 10 each. Our Subsidiaries Downhill Holiday Resorts Private Limited holds 1,079,856 equity shares, Foothills Resorts Private limited holds 1,139,848 equity shares and Pennar Hotels and Resorts Private Limited holds 779,896 equity shares each in Northland Holding Company Private Limited aggregating 99.99% of its issued and paid up equity share capital.

Our Subsidiaries, Pennar Hotels and Resorts Private Limited, Foothills Resorts Private Limited and Downhill Holiday Resorts Private Limited constituted a partnership firm in the name and style "Prestige Golfshire" and transferred to it the project lands on which we are engaged in developing Prestige Golfshire. Prestige Golfshire entered into an agreement dated October 30, 2008 with our Company under which our Company has been given the exclusive rights to develop and realize the sale consideration for certain portions of the said lands which have been earmarked for development of luxury villas in exchange for agreeing to develop a golf course and club house for the project.

The firm Prestige Golfshire was subsequently registered as a private limited company under Part IX of the Act under the name Northland Holding Company Private Limited.

Village De Nandi Private Limited

Village De Nandi Private Limited owns certain immovable properties near Prestige Golfshire. The authorized and paid up share capital of Village De Nandi Private Limited is Rs. 10,000,000 divided into 1,000,000 equity shares of Rs. 10 each and is entirely held by us.

Other Subsidiaries

Cessna Garden Developers Private Limited

Cessna Garden Developers Private Limited is engaged in the business of construction and development of the Cessna Business Park. The authorized share capital of Cessna Garden Developers Private Limited is Rs. 40,000,000 divided into 4,000,000 equity shares of Rs. 10 each and the paid up capital of Cessna Garden Developers Private Limited is 39,999,970 divided into 3,999,997 equity shares of Rs. 10 each. Our Company holds 2,399,998 equity shares aggregating 60% in the issued and paid up capital of Cessna Garden Developres Private Limited. The remainder of the shareholding is Cessna Garden Developers Private Limited is held by certain individuals.

Prestige Leisure Resorts Private Limited

Prestige Leisure Resorts Private Limited is engaged in the business of operating and maintaining resorts and club houses and owns the Angsana Oasis Spa and Resort. The authorized share capital of Prestige Leisure Resorts Private Limited is Rs. 30,000,000 divided into 3,000,000 equity shares of Rs. 10 each and the paid up capital of Prestige Leisure Resorts Private Limited is Rs. 23,500,200 divided into 2,350,020 equity shares of Rs. 10 each. Our Company holds 1,350,000 equity shares aggregating 57.45% in the issued and paid up capital of Prestige Leisure Resorts Private Limited. The remainder of the shareholding in Prestige Leisure Resorts Private Limited is held by our Promoters, certain members of our Promoter Group and other relatives of our Promoter.

Prestige Leisure Resorts Private Limited has entered into a management agreement dated June 10, 2000 with Banyan Tree Hotels and Resorts Pte. Limited for the operation of the Angsana Oasis Spa and Resort under which a fee will be paid by Prestige Leisure Resorts Private Limited. Prestige Leisure Resorts Private Limited also maintains the the food court 'Transit' in the Forum Mall and the food court 'Transit' in the Forum Value Mall.

Prestige Leisure Resorts Private Limited has obtained on lease from our Company, certain portions of UB City through an agreement to lease dated May 8, 2007. Prestige Leisure Resorts Private Limited has also entered into a management agreement dated July 5, 2008 with Oakwood Management Services India Private Limited ("**Oakwood Agreement**") for the operation of service apartments in the leased premises. Under the Oakwood Agreement, Oakwood Management Services India Private Limited has agreed to operate the Oakwood service

apartments at UB City for a fee**.**

ICBI (India) Private Limited

ICBI (India) Private Limited owns the project 'Prestige South End' and also holds certain immovable properties in 'Prestige Opal' and 'UB City'. ICBI (India) Private Limited also holds certain investments in two of our Group Entities namely Albert Properties and Brunton Developers. The authorized share capital of ICBI (India) Private Limited is Rs. 500,000 divided into 500 equity shares of Rs. 1,000 each and the paid up capital of ICBI (India) Private Limited is Rs. 350,000 divided into 350 equity shares of Rs. 1,000 each. Our Company holds 289 equity shares aggregating 82.57% of the issued and paid up capital of ICBI (India) Private Limited. The remainder of the equity shares of ICBI (India) Private Limited is held by our Promoter Irfan Razack, a member of our Promoter Group and an individual.

Prestige Shantiniketan Leisures Private Limited

Prestige Shantiniketan Leisures Private Limited is engaged in developing a mall pursuant to a joint development agreement dated July 2, 2008 with Chaitanya Properties Private Limited. The authorized share capital of Prestige Shantiniketan Leisures Private Limited is Rs. 10,000,000 divided into 1,000,000 equity shares of Rs. 10 each and the paid up capital of Prestige Shantiniketan Leisures Private Limited is Rs. 6,300,000 divided into 630,000 equity shares of Rs. 10 each. Our Company holds 620,000 equity shares aggregating 98.41% in the issued and paid up capital of Prestige Shantiniketan Leisures Private Limited. The remainder of the equity shareholding of Prestige Shantiniketan Leisures Private Limited is held by our Promoters.

Prestige Valley View Estates Private Limited

Prestige Valley View Estates Private Limited owns certain immovable property in our Prestige Tech Park and Prestige Delta. The authorized share capital of Prestige Valley View Estates Private Limited is Rs. 100,000,000 divided into 10,000,000 equity shares of Rs. 10 each and the paid up capital of Prestige Valley View Estates Private Limited is Rs. 19,406,200 divided into 1,940,620 equity shares of Rs. 10 each. Our Company holds 990,600 equity shares aggregating 51.05% in the issued and paid up capital of Prestige Valley View Estates Private Limited. The remainder of the shareholding in Prestige Valley View Estates Private Limited is held by our Promoters and certain members of our Promoter Group.

Team United Engineers (India) Private Limited

Team United Engineers (India) Private Limited is engaged in the construction of certain of our projects including Prestige South Ridge, Prestige Palladium, Prestige Royal Woods, portions of Prestige Shantiniketan and certain blocks of Prestige White Meadows. The authorized share capital of Team United Engineers (India) Private Limited is Rs. 15,000,000 divided into 1,500,000 equity shares of Rs. 10 each and the paid up capital of Team United Engineers (India) Private Limited is Rs. 14,968,800 divided into 1,496,880 equity shares of Rs. 10 each. Our Company acquired 1,122,660 equity shares aggregating 75% in the issued and paid up capital of Team United Engineers (India) Private Limited. The remainder of the equity shareholding is held by the erstwhile owners of Team United Engineers (India) Private Limited.

West Palm Developments Private Limited

West Palm Developments Private Limited owns a portion of Prestige Tech Park and derives rental income from the same. The authorized share capital of is Rs. 150,000,000 divided into 15,000,000 equity shares of Rs. 10 each and the paid up capital is Rs. 10,600,200 divided into 1,060,020 equity shares of Rs. 10 each. Our Company holds 567,112 equity shares aggregating 53.50% in the issued and paid up capital of West Palm Developments Private Limited. The remainder of the equity shareholding in West Palm Developments Private

Limited is held by certain individuals. The board of directors of West Palm Developments Private Limited has by an reslution dated May 31, 2010 approved the proposal to covert the company to a limited liability partnership firm and pursuant to the same a name availability form has been filed on July 27, 2010.

Villaland Developers Private Limited

Villaland Developers Private Limited is engaged in real estate development. The authorized and paid up share capital of Villaland Developers Private Limited is Rs. 100,000 divided into 10,000 equity shares of Rs. 10 each. Our Company acquired 5,100 equity shares aggregating 51% in the issued and paid up capital of Villaland Developers Private Limited. The remainder of the equity shareholding is held by certain individuals.

Subsidiaries formed pursuant to our Framework Agreement with CapitaLand Retail

Prestige Whitefield Investment and Developers Private Limited

Prestige Whitefield Investment and Developers Private Limited is engaged in the development of the retail mall and commercial space at K.R. Puram, Bangalore and owns the relevant project lands. The authorized share capital is Rs. 1,250,000,000 divided into 125,000,000 equity shares of Rs. 10 each and the paid up share capital is Rs. 1,198,646,460 divided into 119,864,646 equity shares of Rs. 10 each. Pursuant to a joint venture agreement executed amongst our Company, CapitaRetail Whitefield Mall (Mauritius) Limited, an SPV of CapitaLand Retail ("**CapitaRetail Whitefield**") and Prestige Whitefield Investment and Developers Private Limited on January 16, 2008 ("**Whitefield Agreement**"), CapitaRetail Whitefield holds 58,733,676 equity shares of Rs. 10 each aggregating 49.00% of the entire issued and paid up capital and our Company holds 61,124,970 equity shares aggregating 50.99% of the issued and paid up capital of Prestige Whitefield Investment and Developers Private Limited. The remainder of the equity shareholding in Prestige Whitefield Investment and Developers Private Limited is held by our Promoters and members of our Promoter Group. Our Company will undertake the project management for the project and is entitled to project management fee at 5% of the construction costs.

Prestige Mysore Retail Ventures Private Limited

Prestige Mysore Retail Ventures Private Limited is engaged in the development of a retail mall at Hyder Ali Road, Mysore and owns the relevant project lands. The authorized share capital of Prestige Mysore Retail Ventures Private Limited is Rs. 450,000,000 divided into 45,000,000 equity shares of Rs. 10 each and the paid up share capital is Rs. 431,901,860 divided into 43,190,186 equity shares of Rs. 10 each. Pursuant to a joint venture agreement executed amongst our Company, CapitaRetail Mysore Mall (Mauritius) Limited a SPV of CapitaLand Retail ("**CapitaRetail Mysore**") and Prestige Mysore Retail Ventures Private Limited on January 16, 2008 (the "**Mysore Agreement**"), our Company holds 22,023,995 equity shares in Prestige Mysore Retail Ventures Private Limited aggregating 50.99% of the issued and paid up capital and CapitaRetail Mysore holds 21,163,191 equity shares of Rs. 10 each aggregating 49.00% of the entire issued and paid up capital of Prestige Mysore Retail Ventures Private Limited. The remainder of the equity shareholding of Prestige Mysore Retail Ventures Private Limited is held by our Promoters and members of our Promoter Group. Our Company will undertake the project management for the project and is entitled to project management fee at 5.00% of the construction costs.

Prestige Mangalore Retail Ventures Private Limited

Prestige Mangalore Retail Ventures Private Limited is engaged in development of a retail mall at Pandershawara Road, Mangalore. The authorized share capital Rs. 100,000,000 divided into 10,000,000 equity shares of Rs. 10 each and the paid up capital is Rs. 89,402,060 divided into 8,940,206 equity shares of Rs. 10 each. Pursuant to a joint venture agreement executed amongst our Company, CapitaRetail Mangalore Mall (Mauritius) Limited, a

SPV of CapitaLand Retail ("**CapitaRetail Mangalore**") and Prestige Mangalore Retail Ventures Private Limited on January 16, 2008 (the "**Mangalore Agreement**") our Company hold 4,503,835 equity shares aggregating 50.38% of the issued and paid up capital and CapitaRetail Mangalore holds 4,380,701 equity shares of Rs. 10 aggregating 49.00% of the entire issued and paid up capital of Prestige Mangalore Retail Ventures Private Limited. The remainder of the equity shareholding of Prestige Mangalore Retail Ventures Private Limited is held by our Promoters and members of our Promoter Group. Our Company will undertake the project management for the project and is entitled to project management fee at 5.00% of the construction costs. Prestige Mangalore Retail Ventures Private Limited has received Rs. 59,478,525 from CapitaRetail Mangalore and Rs. 27,000,000 from our Company as application money for the allotment of convertible debentures.

Key terms of the Whitefield Agreement, the Mysore Agreement and the Mangalore Agreement

In addition to the terms contained in the Framework Agreement, the Whitefield Agreement, the Mysore Agreement and the Mangalore Agreement provide for the following terms:

- Future contributions by our Company and the respective CapitaLand Retail SPV are to take place in the ratio 51:49.
- Our Company is entitled to nominate two directors to the board of directors, who shall be permanent directors not liable to retire by rotation.
- Certain key matters require the prior consent and affirmative vote of the relevant CapitaLand Retail SPV. These matters include:
    - Approval and appointment, remuneration and dismissal of the architect, main contractor, surveyor and other external consultants providing services exceeding certain monetary values;
    - Approval of the competitive selection process and appointment (including the tender documents and contract documents used in relation thereto) of the architect, main contractor, surveyor, other external consultants, and all subcontractors, suppliers and direct contractors where the value of procurement of such services exceeding certain monetary values;
    - Preparation of the annual development budget and annual operating budget;
    - approval of any material alteration to the terms of the main construction contract or any termination and/or suspension of the main construction contract; and
    - Approval of any material alteration to the terms of the contracts for the Project other than the main construction contract with a contract value exceeding an exceeding certain values, or any termination and/or suspension of such contracts.
- In the event of a deadlock, the matter shall be referred to the CEOs of the parties, in the event that the deadlock matter is not resolved unanimously within 30 days, then either party may serve a notice on the other party to offer to sell all of its shareholdings to the other party, failing that offer to buy or procure its nominee(s) to buy all the shareholdings of the other party.
- In the event that our Company intends to transfer its shareholding in any of these Subsidiaries, our Company is required to first offer its entire shareholding to the respective CapitaLand Retail SPV for acquisition.
- The Agreement provides for a tag along right which permits each of our Company and the respective CapitaLand Retail SPV to simultaneously transfer shares to a third party, where the other party is proposing to do so.
- Upon the occurrence of an event of default, the non-defaulting party may give notice in writing to the defaulting party requiring the defaulting party to transfer all of its shareholding in the respective CapitaLand Retail SPV to it.

For more information see "Material Contracts and Documents for Inspection" on page 586.

Subsidiaries formed as Joint Ventures with other entities

Exora Business Parks Private Limited

Exora Business Parks Private Limited is engaged in the development of Exora Business Park, a technology park located on the Outer Ring Road in Bangalore. The authorized share capital is Rs. 2,500,000 divided into 100,000 equity shares of Rs. 10 each and 150,000 optionally convertible redeemable preference shares of Rs. 10 each and the paid up share capital is Rs. 1,082,400 divided into 17,000 equity shares of Rs. 10 each and 91,240 optionally convertible redeemable preference shares of Rs. 10 each. Pursuant to an amended and restated investment and security holders agreement executed by and amongst our Company and Red Fort India Real Estate Holdco I L.L.C ("**Red Fort Holdco**"), Varidge Ventures Limited ("**Varidge**") and Exora Business Parks Private Limited on January 12, 2010 ("**Exora Agreement**"), our Company holds 9,350 equity shares aggregating 55% of the issued and paid up equity share capital of Exora Business Parks Private Limited and 21,120 Class B optionally convertible redeemable preference shares and 33,624 Class C optionally convertible redeemable preference shares, collectively aggregating 60.00% of the issued and paid up preference share capital of Exora Business Parks Private Limited and Red Fort Holdco holds 6,800 equity shares of Rs. 10 each aggregating 40% of the issued and paid up equity share capital of Exora Business Parks Private Limited and 36,496 Class A optionally convertible redeemable preference shares of Rs. 10 each aggregating 40% of the issued and paid up preference share capital of Exora Business Parks Private Limited (collectively the "**Red Fort Holdco Securities**") aggregating 40% of the entire issued and paid up capital of Exora Business Parks Private Limited on a fully diluted basis. In addition, our Company also holds 26,152 fully convertible debentures of Rs. 10 each and Varidge holds 71,663,091 compulsorily convertible debentures in Exora Business Parks Private Limited.

Certain key terms of the Exora Agreement are as follows:

- Our Company shall be responsible for the management of development and implementation of the project. Any further contribution towards funding of the relevant project is to take place by our Company and Red Fort Holdco in the ratio of their cumulative holding.
- Our Company has agreed to cause the transfer and registration of property measuring 17.16 acres situated in Sy. No. 121/1, 121/2, 121/3, 122, 129 and 130, Paatandur Agrahara Village, K.R.Puram Hobli, Bangalore East in favour of Silver Oak Projects.
- Class A optionally convertible redeemable preference shares carry a preferred dividend. Class A optionally convertible redeemable preference shares may be converted into such number of equity shares so as to ensure that the ratio of equity shares and OCRPS held by the Red Fort Holdco and our Company is in the ratio of 58:42. The optionally convertible redeemable preference shares are also redeemable by Exora Business Parks Private Limited at any time. The fully convertible debentures have a coupon attached to them and are convertible into one equity share or optionally convertible redeemable preference share or debenture of a separate class of Rs. 10 each. The fully convertible debentures are redeemable at the option of our Company.
- Our Company is entitled to nominate or appoint two directors on the board of directors of Exora Business Parks Private Limited. All resolutions and decisions to be taken by the board or the members in relation to reserved matters provided under the Exora Agreement requires the prior consent and affirmative vote of Red Fort Holdco.
- Transfer of shares held by our Company in Exora Business Parks Private Limited is subject to a lock-in period being the later of (a) date of completion of the 'Exora Business Park' project; (b) the date when occupancy certificate is provided for villas to constructed on property situated in Sy. No. 121/1, 121/2, 121/3, 122, 129 and 130, Paatandur Agrahara Village, K.R.Puram Hobli, Bangalore East; and (c) 36 months from the date of execution of the Exora Agreement. Post such lock-in period, our Company may transfer the shares to any third party, subject to the right of Red Fort Holdco to purchase such shares at the price offered by the third party. In case of a sale of shares to a third party, the non-selling party shall have a tag along right to sell its shares to the third party in such a sale.
- Upon the occurrence of an event of default, all Class B optionally convertible redeemable preference

shares held by our Company in Exora Business Parks Private Limited shall become eligible for redemption at a nominal value of Re. 1 and the fully convertible debentures held by our Company in Exora Business Parks Private Limited shall convert into 1 Class B Equity Share and the voting rights of our Company shall stand reduced to 42% of the total voting rights. Besides, Red Fort Holdco shall be entitled to purchase all shares of our Company, at a price offered by Red Fort Holdco or sell all Red Fort Holdco Securities to our Company at a price which shall entitle RedFort Holdco an investment return rate of at least 30%.

Parties shall not pledge or mortgage the shares of Exora Business Park Private Limited, unless such pledge is required for the business of Exora Business Park Private Limited by its lenders. Such pledge shall provide that the security shall not be enforceable during the lock in period. Further, the Exora Agreement and the articles of association of Exora Business Park Private Limited shall be brought to the notice of the mortgagee.

For more information see "Material Contracts and Documents for Inspection" on page 586.

Valdel Xtent Outsourcing Solutions Private Limited

Valdel Xtent Outsourcing Solutions Private Limited is engaged in construction and development of a proposed technology park at Sarjapur-Marathalli, Outer Ring Road in Bangalore. The authorized share capital is Rs. 100,000,000 divided into 9,000,000 equity shares of Rs. 10 each and 1,000,000 preference shares of Rs. 10 each and the paid up share capital is Rs. 68,461,540 divided into 6,000,000 equity shares of Rs. 10 each and 846,154 optionally convertible preference shares of Rs. 10 each.

Pursuant to an investment and shareholders' agreement executed amongst our Company, Red Fort India Real Estate Bahadur and Thalestries Holdings Limited (collectively "**Red Fort Bahadur**") and Valdel Xtent Outsourcing Solutions Private Limited on July 4, 2008 ("**Valdel Agreement**"), our Company holds 3,600,000 Class B equity shares of Rs. 10 each and 846,154 preference shares of Rs. 10 each. In addition, our Company also holds 153,846 share warrants of Rs. 10 each. Red Fort Bahadur holds 2,400,000 Class A equity shares of Rs. 10 each and 22,000,000 compulsorily convertible debentures of Rs. 10 each.

Certain key terms of the Valdel Agreement are as follows:

- Class A equity shares are ordinarily entitled to 40.00% of the voting rights. Class A equity shares are entitled to dividend declared by the board and an annualised rate of return on the investor contribution in priority to any other distributions, if a default termed as an aggravated default has occurred. The compulsorily convertible debentures carry a coupon rate and are to convert into such number of equity shares as may be decided by the Board.
- Valdel Xtent Outsourcing Solutions Private Limited may require further contributions up to an amount of Rs. 100,000,000 from Red Fort Bahadur and our Company in the specified ratio.
- If the residual value of the project falls below the aggregate of contributions made by Red Fort Bahadur and our Company in Valdel Xtent Outsourcing Solutions Private Limited, Red Fort Bahadur is to have a first right over distribution of proceeds from lease or sale of built up area up to the extent of its contributions.
- In distributing proceeds from lease or sale of built up area, the following payments shall receive precedence:
    - Repayment of the contributions made by Red Fort Bahadur and our Company in the specified ratio by way of dividends to be declared on class A equity shares and class B equity shares;
    - Distributions to class A equity shareholders and class B equity shareholders; and
    - If the residual value of Valdel Xtent Outsourcing Solutions Private Limited on project completion date, after payment of interest and repayment of all loans, is less than the aggregate of contributions by Red Fort Bahadur and our Company in Valdel Xtent

Outsourcing Solutions Private Limited, all proceeds are to be distributed to class A equity shareholders until the class A equity shareholders have received an amount equal to the amount contributed by Red Fort Bahadur.

- All decisions in relation to reserved matters specified under the Valdel Agreement, require the prior consent and affirmative vote of Red Fort Bahadur.
- Our Company is entitled to nominate or appoint three directors on the board of directors of Prestige Valdel Xtent Outsourcing Solutions Private Limited.
- Transfer of securities of Valdel Xtent Outsourcing Solutions Private Limited is subject to a lock-in period of 36 months from the date of closing of the Valdel Agreement.
- Transfer of securities is subject to a right of first refusal of the non-selling party. The Valdel Agreement also provides for a tag along right which permits each of our Company and Redfort Bahadur to simultaneously transfer shares to a third party, where the other party is proposing to do so.
- In case of an occurrence of an event of default, lock-in restrictions applicable on transfer of securities will cease to apply and Red Fort Bahadur may:
    - Purchase the securities held by our Company at a price per security offered by Red Fort Bahadur or sell the securities held by Red Fort Bahadur to our Company at a price offered by our Company; or
    - Transfer all securities to a third party at a price per share not less than the price offered by our Company; or
    - Appoint any other person to undertake construction and development of the project at the expense of Valdel Xtent Outsourcing Solutions Private Limited.
- Upon the occurrence of an aggravated event of default, Red Fort Bahadur is entitled to sell its securities to our Company, such that Red Fort Bahadur gets a specified annualised rate of return or may liquidate Valdel Xtent Outsourcing Solutions Private Limited.

Our Company is not permitted to pledge or otherwise mortgage the securities of Valdel Xtent Outsourcing Private Limited, unless such pledge is required for the business of Valdel Xtent Outsourcing Private Limited by its lenders. Such pledge or mortgage shall provide that the security shall not be enforceable during the lock in period. Further, the Valdel Agreement and the articles of association of Valdel Xtent Outsourcing Private Limited shall be brought to the notice of the mortgagee.

For more information see "Material Contracts and Documents for Inspection" on page 586.

Prestige Bidadi Holdings Private Limited

Prestige Bidadi Holdings Private Limited is currently in the process of acquiring lands for the development of a mixed use township project. The authorized share capital is Rs. 100,000,000 divided into 10,000,000 equity shares of Rs. 10 each and the paid up share capital is Rs. 93,750,000 divided into 9,375,000 equity shares of Rs. 10 each. Pursuant to a share subscription and share holders' agreement executed amongst our Company, Red Fort India Real Estate I Jahangir L.L.C and Chamous Investments Limited (collectively the "**Red Fort Chamous**") and Prestige Bidadi Holdings Private Limited on May 18, 2007 ("**Bidadi Agreement**") our Company holds 5,619,000 equity shares aggregating. 59.94% of the issued and paid up capital and Red Fort Chamous hold 3,750,000 equity shares of Rs. 10 each aggregating 40.00% of the entire issued and paid up capital of Prestige Bidadi Holdings Private Limited. The remaining equity shares are held by our Promoters and members of our Promoter Group. Additionally, Chamous Investments Limited holds 519,203 compulsorily convertible debentures of Rs. 1000 each in Prestige Bidadi Holdings Private Limited.

Certain key terms of the Bidadi Agreement are as follows:

- Upon Prestige Bidadi Holdings Private Limited acquiring certain acreage in the project, our Company

has agreed to call upon an individual, to acquire the remaining portion of the land. Prestige Bidadi Holdings Private Limited and to issue 1,875,000 and 1,250,000 Class D equity shares to the said individual and Red Fort Chamous, respectively, against contributions made by each of them for acquisition of the remaining project lands. In the event that such contributions are not made by the said individual, our Company has agreed to subscribe to the 1,875,000 Class D equity shares.

- Our Company and Red Fort Chamous are to make all additional investments in Prestige Bidadi Holdings Private Limited in the ratio of 3:2. Further contributions are to be made by way of subscription to compulsorily convertible debentures by Red Fort Chamous and optionally convertible debentures by our Company. The compulsorily convertible debentures and the optionally convertible debentures are to be issued in such a manner that the total face value of the compulsorily convertible debentures represents two-third of the redemption value of the optionally convertible debentures.
- In distributing proceeds from the lease or sale of built space, the following payments shall receive precedence:
  - Repayment of a percentage of investment in land by Red Fort Chamous;
  - Payment of such amounts to our Company such that amounts received by our Company and Red Fort Chamous are in the specified ratio.
  -
- Class A equity shares and class B equity shares carry voting and dividend rights. Class C equity shares do not carry any voting rights. Class D equity shares do not carry any voting rights. Each of the compulsorily convertible debentures and optionally convertible debentures are to convert into class C equity shares (subject to pricing guidelines fixed at the time of conversion for Red Fort Chamous compulsorily convertible debentures) and carries a coupon rate. The conversion to class C equity shares is to take place upon confirmation by the board of directors of Prestige Bidadi Holdings Private Limited on whether funds are available for buyback of class C equity shares. The optionally convertible debentures issued to our Company are redeemable in case of non-conversion.
- Our Company is entitled to nominate or appoint three directors on the board of directors of Prestige Bidadi Holdings Private Limited.
- All decisions in relation to reserved matters specified under the Bidadi Agreement require the prior consent of Red Fort Chamous.
- Transfer of shares held by our Company in Prestige Bidadi Holdings Private Limited is subject to a lock-in period of 36 months from the date of execution of the Bidadi Agreement. Post such lock-in period, our Company may transfer the shares held by us to any third party, subject to a right of first refusal being available to Red Fort Chamous. In case of a sale of shares to a third party, the non-selling party is entitled to exercise its tag along right.
- Upon the occurrence of an event of default, our Company shall be obligated to purchase all shares of Red Fort Chamous at a price which would provide a fixed rate of return to Red Fort Chamous on its total contribution.
- Our Company and Red Fort Chamous jointly undertake to cause Prestige Bidadi Holdings Private Limited to arrange for an IPO by 31 March 2015. If our Company does not facilitate any such action in relation to the IPO by 31 January 2015 or a listing or any other liquidation event does not take place on or before 31 March 2015, Red Fort Chamous may sell its entire securities in Prestige Bidadi Holdings Private Limited. In such case, our Company shall be obliged to either sell its securities at 150% of the price being paid by the potential purchaser for the Red Fort Chamous securities or purchase the Red Fort Chamous securities at the price offered by the potential purchaser.
- The parties shall not pledge or otherwise mortgage the securities of Prestige Bidadi Holdings Private Limited unless such pledge or mortgage is required for the purpose of business of Prestige Bidadi Holdings Private Limited. Such pledge or mortgage shall provide that the security shall not be enforceable during the lock-in period and shall be transferred only in accordance with the Bidadi Agreement.

For more information see "Material Contracts and Documents for Inspection" on page 586.

Prestige Construction Ventures Private Limited

Prestige Construction Ventures Private Limited is engaged in the construction and development of Prestige Polygon at Chennai and owns the relevant project lands. The authorized share capital is Rs. 120,000,000 divided into 10,000,000 equity shares of Rs. 10 each and 200,000 preference shares of Rs. 100 each the paid up capital is Rs. 100,000,000 divided into 10,000,000 equity shares of Rs. 10 each and Rs. 7,750,000 divided into 77,500 preference shares of Rs. 100 each. Pursuant to a subscription cum shareholders agreement executed amongst Urban Infrastructure Opportunities Fund ("**UIOF**"), our Company and Prestige Construction Ventures Private Limited on January 18, 2008 ("**Polygon Agreement**") our Company holds 6,000,000 equity shares of Rs. 10 each aggregating 60.00% of the issued and paid up capital of Prestige Construction Ventures Private Limited. In addition, our Company also holds 46,500 preference shares of Rs. 100 each and UIOF holds 4,000,000 equity shares of Rs. 10 each aggregating 40.00% of the entire issued and paid up capital and also holds 31,000 preference shares of Rs. 100 each in Prestige Construction Ventures Private Limited.

Some of the key terms of the Polygon Agreement are as follows:

- Our Company cannot transfer or sell any securities held in Prestige Construction Ventures Private Limited till the time UIOF continues to hold any securities in the Company.
- Transfer of securities to third parties is subject to a right of first refusal of the non-selling party.
- In case of a sale of securities to a third party, the non-selling party is entitled to exercise its tag along right.
- Our Company is entitled to nominate or appoint three directors on the board of directors of Prestige Construction Ventures Private Limited. All resolutions and decisions to be taken by the Board or the Members on a reserved matter, requires the prior consent and affirmative vote of UIOF. Some of the key reserved matters are as follows:
    - Approval of business plan and any modification of such plan;
    - Execution or amendment of any agreement that has the effect of imposing a liability on the Company in excess of a specified amount;
    - Any single lease transaction of more than 50,000 sq. ft. or more than 10.00% of the total area in any project; and
    - Transfer of any floor space index or transferable development right by Prestige Construction Ventures Private Limited.
- In the event of a deadlock, the matter is to be referred to Irfan Razack or such other person nominated by our Company and Parag Parekh or such other person nominated by the UIOF. In case the deadlock matter remains unresolved, such matter will be referred to a conciliator appointed mutually by the parties. In the event the deadlock still remains unresolved, either our Company or UIOF may issue a notice to the other party offering to sell all the securities held by it, also alternatively offering to purchase all securities held by the other party. The deadlock price has to be the higher of the fair market value (to decided by independent valuers appointed by UIOF and our Company) or a price which gives UIOF an annualised rate of return of 15.00% on the amount invested by the UIOF.
- Our Company has agreed to provide a suitable exit to UIOF within three years from the date of investment by UIOF, in one of the following ways:
    - An initial public offer of shares of Prestige Construction Ventures Private Limited or by an offer for sale of equity shares by our Company and UIOF (on a prorated basis); or
    - Strategic sale of securities held by UIOF to a third party identified by our Company which assures an annualised rate of return of 15.00% on the amount invested by UIOF or provide such other exit acceptable to the UIOF.
- In the event, our Company fails to provide an exit to UIOF as mentioned above, UIOF may exercise

any of the following:

- Require our Company to purchase all securities held by UIOF at a price that price shall be the higher of the fair market value or a price which gives UIOF an annualised rate of return of 15.00% on the amount invested by the UIOF;
- In the event our Company fails to honour the above put option available to UIOF as stated above, UIOF shall have the right to purchase all securities held by our Company at a price equal to 85.00% of fair market value of securities held by our Company or require our Company to sell all securities held by us to any third party identified by the UIOF, along with securities held by UIOF, at a price offered by such third party to UIOF.

- If an event of default occurs, the non- defaulting party can require the defaulting party to sell all securities held by the defaulting party to the non-defaulting party at 85.00% of the fair market value. If the event of default is the result of a breach by our Company, UIOF shall be entitled to exercise the above put option, call option, drag along right or liquidate Prestige Construction Ventures Private Limited

For more information see "Material Contracts and Documents for Inspection" on page 586.

Accumlated Profits or Losses

There are no accumulated profits or losses in relation to any of our Subsidiaries that are not accounted for by our Company.

Partnership Firms

Brunton Developers

Brunton Developers was originally formed pursuant to a partnership deed dated June 1, 1995 between our Promoters and an individual. The partnership was initially reconstituted on March 1, 1997 and finally reconstituted on January 5, 2005 between our Promoters, ICBI (India) Private Limited and our Company. It was engaged in the development of the property 'Prestige Waterford' in Bangalore which was completed and leased and was recently sold.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Company, our Subsidiary and our Promoters in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Prestige Estates Projects Limited	40.00
Irfan Razack	2.50
Rezwan Razack	2.50
Noaman Razack	2.50
ICBI (India) Private Limited	52.50

Prestige Property Management & Services

Prestige Property Management & Services was originally formed pursuant to a partnership deed dated August 25, 1996 between our Promoters. The partnership was initially reconstituted on November 1, 1998 and further reconstituted as of September 1, 2009 between our Company and our Promoters. It is engaged in the business of providing property management and maintenance services in relation to our projects.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Company and our Promoters in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Prestige Estates Projects Limited	97.00
Irfan Razack	1.00
Rezwan Razack	1.00
Noaman Razack	1.00

Prestige Interiors

Prestige Interiors was formed pursuant to a partnership deed dated September 1, 2009 between our Company and our Promoters. It is engaged in the business of interior designing.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Company and our Promoters in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Prestige Estates Projects Limited	97.00
Irfan Razack	1.00
Rezwan Razack	1.00
Noaman Razack	1.00

Albert Properties

Albert Properties was originally formed pursuant to a partnership deed dated July 5, 1995 between our Promoters. The partnership was initially reconstituted on October 1, 1996 and finally reconstituted on July 8, 2004 between our Promoters and our Subsidiary ICBI (India) Private Limited. It is engaged in the business of construction and development of real estate projects and owns immovable property in 'Kada' building on Richmond Road, Bangalore.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Subsidiary and our Promoters in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
ICBI (India) Private Limited	88.00
Irfan Razack	4.00
Rezwan Razack	4.00
Noaman Razack	4.00

Silver Oak Projects

Silver Oak Projects was formed pursuant to a partnership deed dated January 13, 2010 between our Company and our Subsidiary Exora Business Parks Private Limited. It is engaged in the business of construction and development of property. It is currently developing a residential villa project at ECC Road, Whitefield, Bangalore.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Prestige Estates Projects Limited	95.00
Exora Business Parks Private Limited	5.00

Our Associates

Associate entities formed pursuant to the Framework Agreement with CapitaLand Retail

Babji Realtors Private Limited

Babji Realtors Private Limited, a company incorporated on December 1, 2004 is currently engaged in the developing the Forum Sujana Mall at Hyderabad. The authorized share capital is Rs. 45,000,000 divided into 4,500,000 equity shares of Rs. 10 each and the paid up equity share capital of Babji Realtors Private Limited is Rs. 42,428,570 divided into 4,242,857 equity shares of Rs. 10 each. Pursuant to a joint venture agreement dated December 1, 2008 executed by and amongst CapitaRetail Hyderabad Mall (Mauritius) Limited ("**CapitaRetail Hyderabad**"), our Company, Babji Realtors Private Limited and certain other shareholders who are defined in the agreement (**"Hyderabad Agreement**"), our Company holds 1,039,500 equity shares aggregating 24.50% of the issued and paid up capital and CapitaRetail Hyderabad holds 1,039,500 equity shares aggregating 24.50% of the issued and paid up capital of Babji Realtors Private Limited. The remaining 51.00% of the issued and paid up capital of Babji Realtors Private Limited is held by the remaining shareholders. CapitaRetail Hyderabad and our Company each also hold 4,735,603 fully and compulsorily convertible debentures and the remaining shareholders jointly hold 8,607,786 fully and compulsorily convertible debentures.

Further, our Company will undertake the project management and will receive project management fees of Rs. 200,000,000 or 5.00% of the construction cost whichever is lower. The development is being undertaken pursuant to a joint development agreement dated November 18, 2006 between Babji Realtors Private Limited and the Andhra Pradesh Housing Board.

For more information see "Material Contracts and Documents for Inspection" on page 586.

Prestige Garden Constructions Private Limited

Prestige Garden Constructions Private Limited, a company incorporated on April 15, 1996 was engaged in the construction and development of the Forum Value Mall at Whitefield in Bangalore and owns the immovable property in the project. The mall was completed and inaugurated in June 2009. The authorized share capital is Rs. 100,000,000 divided into 10,000,000 equity shares of Rs. 10 each. Our Company has entered into a joint venture agreement dated January 16, 2008 executed by and amongst Prestige Garden Constructions Private Limited, CapitaRetail Bangalore Forum Value Mall (Mauritius) Limited, a CapitaLand Retail SPV ("**CapitaRetail Bangalore**"), our Company, our Promoters and certain individuals ("**PGCPL Agreement**") in relation to the Forum Value Mall.

Our Company holds 2,946,170 equity shares aggregating 35.00%, and CapitaRetail Bangalore holds 2,946,170 equity shares aggregating 35.00% of the issued and paid up capital of Prestige Garden Constructions Private Limited. The remaining 30.00% of the entire issued and paid up capital of Prestige Garden Constructions Private Limited is held by others. Our Company has undertaken project management in for which a fee of 5.00% of the construction costs was awarded.

For more information see "Material Contracts and Documents for Inspection" on page 586.

Key terms of the Hyderabad Agreement and PGCPL Agreement

In addition to the terms contained in the Framework Agreement, the Hyderabad Agreement and PGCPL Agreement provide for the following terms:

- Future contributions by our Company, CapitaLand Retail SPV and the other parties to the respective agreement shall be by way of subscription to fully and compulsorily convertible debentures which shall be subscribed for in proportion to their respective shareholding (not applicable to PGCPL Agreement).
- Our Company is entitled to nominate at least one director to the board of directors (two directors in case of PGCPL Agreement), who shall be a permanent director not liable to retire by rotation.
- Certain key matters require the prior consent and affirmative vote of the relevant CapitaLand SPV. These matters include:
    - Approval and appointment, remuneration and dismissal of the architect, main contractor, surveyor and other external consultants providing services exceeding certain monetary values;
    - Approval of the competitive selection process and appointment (including the tender documents and contract documents used in relation thereto) of the architect, main contractor, surveyor, other external consultants, and all subcontractors, suppliers and direct contractors where the value of procurement of such services exceeds certain monetary values;
    - Preparation of the annual development budget and annual operating budget; and
    - Approval of any material alteration to the terms of the contracts for the Project other than the main construction contract with a contract value exceeding an exceeding certain values, or any termination and/or suspension of such contracts.
- In the event that our Company intends to transfer its shareholding, our Company is required to first offer its entire shareholding to the CapitaLand Retail SPV and other shareholders for acquisition.
- A tag along right is provided for, which permits each of our Company, the CapitaLand Retail SPV and other shareholders to simultaneously transfer shares to a third party, where any party is proposing to do so.
- The CapitaLand Retail SPV and our Company shall not, during the period starting from the closing date and ending at the expiration of 12 months from the project completion date, transfer their respective shareholding to a third person without the prior written consent of the of the other, unless such transfer is permitted under the provisions of the Hyderabad Agreement or the PGCPL Agreement, as the case may be.
- Under the Hyderabad Agreement, the shares held by our Company, the original shareholders or the CapitaLand Retail SPV shall not be pledged in favour of a reputed lender unless:
    - A prior notice of 15 days is given to the other shareholders;
    - No encumbrance is created on the assets of Babji Relators Private Limited and any financing based on such pledge is on a non recourse basis;
    - Such pledge does not hinder Babji Relators Private Limited from pledging its assets with any lender to obtain financial assistance; and
    - It shall be ensured that the mortgagee does not contravene the terms of the Hyderabad Agreement or the development agreement entered into between Babji Relators Private Limited and the Andhra Pradesh Housing Board.
- Upon the occurrence of an event of default, the non-defaulting party may give notice in writing to the defaulting party requiring the defaulting party to transfer all of its shareholding in the respective company to it.

For more information see "Material Contracts and Documents for Inspection" on page 586.

Associate entities formed pursuant to the Mall Management Agreement with CapitaMalls Asia

CapitaLand Retail Prestige Mall Management Private Limited

CapitaLand Retail Prestige Mall Management Private Limited, a company incorporated on October 7, 2008 is engaged in the business of maintenance and management of retail malls and other properties established pursuant to our Framework Agreement.

CapitaLand Retail Prestige Mall Management Private Limited was formed pursuant to a joint venture agreement dated September 8, 2008 between our Company and CapitaLand Retail Property Management India Private Limited, an SPV of CapitaMalls Asia ("**Mall Management Agreement**"). Pursuant to the Mall Management Agreement, our Company and CapitaLand Retail Property Management India Private Limited each hold 50.00% of the issued and paid up capital of CapitaLand Retail Prestige Mall Management Private Limited.

Certain key terms of the Mall Management Agreement are as follows:

- Mall management services will be provided only to joint venture companies in which the shareholders of the CapitaLand Retail Prestige Mall Management Private Limited are shareholders.
- Our Company and CapitaLand Retail Prestige Mall Management Private Limited each will appoint two nominee directors.
- In the event that the shareholding of any shareholder is reduced to less that 50.00%, then the shareholder will be entitled to appoint only one nominee director and if the shareholding reduces to less that 15.00%, then the shareholder will have no representation on the board.
- Our Company is restricted from providing mall management services to anyone unless such proposal has been given to CapitaLand Retail Prestige Mall Management Private Limited and has been rejected by it.

For more information see "Material Contracts and Documents for Inspection" on page 586.

Associate entity formed pursuant to joint venture with Red Fort India Real Estate Humanyun L.L.C

Prestige Projects Private Limited

Prestige Projects Private Limited, a company incorporated on June 13, 2008 is engaged in the business of construction and development of real estate projects and has acquired land at Sarjapur in Bangalore.

Pursuant to the investment and security holders' agreement executed by and amongst our Company, Red Fort India Real Estate Humanyun L.L.C ("**Red Fort Humanyun**") and Prestige Projects Private Limited on August 26, 2008 ("**PPPL Agreement**"). The authorized share capital of Prestige Projects Private Limited is Rs. 42,000,000 divided into 4,200,000 equity shares of Rs. 10 each. The Issuer holds 1,100,000 Class B equity shares aggregating 32.68%, our Promoters collectively hold 22,000 Class B equity shares aggregating 0.65% and Red Fort Humanyun holds 1,122,000 Class A equity shares aggregating 33.33% of the entire issued and paid up capital of Prestige Projects Private Limited. The remaining 33.34% is held by others. Further, in terms of the PPPL Agreement, Alena Investments Limited has subscribed to 66,351,300 CCDs of Rs.10 each.

Certain key terms of the PPPL Agreement

- Any further contributions will be made by way of subscription to CCDs by Red Fort, subscription to optionally convertible debentures by our Company and the other share holders in proportion of the respective shareholding of the parties to the PPPL Agreement.
- Until such time that Red Fort Humanyun receives a threshold annualised rate of return on the its contribution, distributions by way of proceeds from the lease or sale of developed space to Red Fort Humanyun, our Company and the other shareholders are to take place in proportion to the equity shareholding of the parties. Upon achievement of the threshold annualised rate of return to Red Fort Humanyun and there being no default, our Company is eligible to beneficial shareholding of 3.50% of

that class of equity shares that carry along with it dividend and voting rights.

- All decisions pertaining to reserved matters provided for under the PPPL Agreement, taken at the board and shareholders' meeting are subject to the prior written consent of Red Fort Humanyun.
- Transfer of shares of Prestige Projects Private Limited is subject to a lock-in period of 60 months from closing as specified under this agreement and any transfer of securities to third parties, post the lock-in period shall be subject to a right of first refusal of the non-selling party. In case of a sale of shares to a third party, the non-selling party may also have a tag along right to sell its shares to the third party in such sale.
- Our Company has agreed to undertake an initial public offer of Prestige Projects Private Limited within 63 months from the date of closing as specified under this agreement. In case of failure to undertake an initial public offer, Red Fort Humanyun will have the right to sell the securities held by it to an identified third party and may also require our Company and the other shareholders to sell the respective securities held by them at the price offered by such third party.
- Upon the occurrence of an event of default, Red Fort Humanyun will be entitled to purchase all securities held by our Company and the other shareholders at a price offered by Red Fort Humanyun or sell all its shares to our Company and the other shareholders as per the specified pricing mechanisam at which Red Fort Humanyun would have purchased the securities. In the event that our Company does not agree to purchase the Red Fort Humanyun securities, it may transfer all securities held by it to a third party at a price not less than the price at which the securities were offered to our Company.

For more information see "Material Contracts and Documents for Inspection" on page 586.

Silverline Estates

Silverline Estates was originally formed pursuant to a partnership deed dated September 1, 1995 between Farook Mahmood and Zahed Mahmood. The partnership was initially reconstituted on March 30, 2005 and finally reconstituted on January 16, 2006 between Farook Mahmood, Zahed Mahmood, our Promoters, our Company and Zackria Hashim. It is engaged in the business of real estate development and has currently completed the development of project 'Prestige Kensington Gardens' in Bangalore.

Silverline Estates has entered into a project management and marketing agreement dated January 16, 2006 with our Company for management and supervision of its project 'Prestige Kensington Gardens'.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Company and our Promoters in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Prestige Estates Projects Limited	30.33
Irfan Razack	1.00
Rezwan Razack	1.00
Noaman Razack	1.00

Other Associate entities

City Properties Maintenance Company Bangalore Limited

City Properties Maintenance Company Bangalore Limited, a company incorporated on June 26, 2006 is engaged in the business of maintenance of certain immovable properties associated with UB City.

Our Company holds 45.00% of the issued and paid up capital of City Properties Maintenance Company Bangalore Limited.

Prestige Amusements Private Limited

Prestige Amusements Private Limited, a company incorporated on July 2, 1998 is engaged in the management and maintenance of the Forum Mall and portion of the Eva Mall located in Bangalore. Prestige Amusements Private Limited also undertakes the management of the multi level car parking in the Forum Mall.

Our Company holds 45.45% and our Promoters collectively hold 54.55% of the issued and paid up capital of Prestige Amusements Private Limited.

Prestige Garden Resorts Private Limited

Prestige Garden Resorts Private Limited, a company incorporated on April 15, 1996, is engaged development of the 'Retreat' project as a joint venture with Oriental Hotels Limited.

Our Company holds 50.00% of the issued and paid up capital of Prestige Garden Resorts Private Limited.

Prestige Ozone Properties

Prestige Ozone Properties was formed pursuant to a partnership deed dated November 6, 2007 between our Company, our Promoters and certain individuals. The partnership was reconstituted as of May 16, 2009 between our Company, our Promoters and certain individuals. It owns the club house in the Prestige Ozone property.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Company and our Promoters in the firm is as follows:

Name of Partners	**Profit & Loss Sharing Ratio (%)**
Prestige Estates Projects Limited	47.00
Irfan Razack	1.00
Rezwan Razack	1.00
Noaman Razack	1.00

Prestige Hitech Projects

Prestige Hitech Projects was formed pursuant to a partnership deed dated May 17, 2004 between our Promoters, our Company and certain individuals. The partnership was reconstituted as of July 1, 2010 between our Promoters, our Company and certain individuals. It is engaged in the business of real estate development and owns immovable property at Marathalli-Sarjapur Ring Road, Bangalore.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Company and our Promoters in the firm is as follows:

Name of Partners	**Profit & Loss Sharing Ratio (%)**
Prestige Estates Projects Limited	92.36
Irfan Razack	2.50
Rezwan Razack	2.50
Noaman Razack	2.50

R R R Investments

R R R Investments was originally formed pursuant to a partnership deed dated October 29, 2008 between our Company and certain individuals. It is engaged in the business of construction and development of real estate projects and is currently involved in the development of a commercial project 'Prestige Zeenath House' in Bangalore.

Our Company has participated in 50.00% of the profits and losses of R R R Investments.

Eden Investments

Eden Investments was formed pursuant to a partnership deed dated July 7, 2006 between our Company, our Promoters and certain individuals.

Eden Investments has not undertaken any development activities.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Company and our Promoters in the firm is as follows:

Name of Partners	**Profit & Loss Sharing Ratio (%)**
Prestige Estates Projects Limited	40.00
Irfan Razack	2.00
Rezwan Razack	2.00
Noaman Razack	2.00

Prestige Notting Hill Investments

Prestige Notting Hill Investments was formed pursuant to a partnership deed dated March 18, 2006 between our Promoters, our Company and others.

It is currently engaged in the development of the project named 'Prestige Notting Hill' at Bannerghatta Road, Bangalore.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Company and our Promoters in the firm are as follows:

Name of Partners	**Profit & Loss Sharing Ratio (%)**
Prestige Estates Projects Limited	47.00
Irfan Razack	1.00
Rezwan Razack	1.00
Noaman Razack	1.00

Prestige KRPL Techpark

Prestige KRPL Techpark was formed pursuant to a partnership deed dated December 20, 2007 between our Promoters, our Company and certain individuals. It is engaged in the business of real estate development and owns immovable property in Mysore.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Company and our Promoters in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Prestige Estates Projects Limited	31.00
Irfan Razack	1.00
Rezwan Razack	1.00
Noaman Razack	1.00

Prestige Whitefield Developers

Prestige Whitefield Developers was formed pursuant to a partnership deed dated November 6, 2007 between our Company, our Promoters and certain individuals. The partnership was reconstituted as of May 16, 2009 between our Company, our Promoters and certain individuals. It is currently not engaged in any business.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Company and our Promoters in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Prestige Estates Projects Limited	47.00
Irfan Razack	1.00
Rezwan Razack	1.00
Noaman Razack	1.00

Other Development Entities

Thomsun Realtors Private Limited

Thomsun Realtors Private Limited, a company incorporated on January 20, 2005 is currently involved in the construction and development of Forum Thomsun Mall at Cochin, Kerala. The authorized share capital is Rs. 85,000,000 divided into 8,500,000 equity shares of Rs. 10 each.

Our Company entered a joint venture agreement with Thomsun Realtors Private Limited, (the owners of the project land) on October 11, 2006 for the construction and development of the Forum Thomsun Mall at Cochin ("**Thomsun-PEPL Agreement**"). Further, on April 17, 2008, an additional joint venture agreement was executed by and amongst CapitaRetail Cochin Mall (Mauritius) Limited a CapitaLand Retail SPV ("**CapitaRetail Cochin**"), our Company, Thomsun Realtors Private Limited and the individual promoters of Thomsun Realtors Private Limited for the purpose of development of the Forum Thomsun Mall at Cochin ("**Cochin Agreement**").

Pursuant to the Cochin Agreement our Company and CapitaRetail Cochin currently hold 100 equity shares each of Thomsun Realtors Private Limited. In addition, our Company holds warrants worth Rs. 124,999,000 which entitles the Company to the issuance and allotment of 2,029,466 equity shares and CapitaRetail Cochin holds 6,589,990 fully and compulsorily convertible debentures of Rs. 100 each aggregating to Rs. 658,999,000 in Thomsun Realtors Private Limited. The conversion of the warrants and compulsorily convertible debentures into equity shares will be triggered only upon an aggregate investment of Rs. 1,430,200,000 by our Company and CapitaRetail Cochin. Upon reaching the trigger point our Company and CapitaRetail Cochin will each have a 25.00% equity shareholding in Thomsun Realtors Private Limited.

Further, our Company will undertake the project management for the construction and development of the Forum Mall for which our Company will be paid project management fees of Rs. 110 per square foot or 5.00% of the construction costs whichever is lower.

Certain key terms of the Cochin Agreement are as follows:

- Our Company is entitled to nominate at least one director to the board, who shall be permanent director not liable to retire by rotation.
- Certain key matters require the prior consent and affirmative vote of the relevant CapitaLand Retail SPV. These matters include:
    - Approval and appointment, remuneration and dismissal of the architect, main contractor, surveyor and other external consultants providing services exceeding certain monetary values;
    - Approval of the competitive selection process and appointment (including the tender documents and contract documents used in relation thereto) of the architect, main contractor, surveyor, other external consultants, and all subcontractors, suppliers and direct contractors where the value of procurement of such services exceeding certain monetary values;
    - Preparation of the annual development budget and annual operating budget; and
    - Approval of any material alteration to the terms of the contracts for the project other than the main construction contract with a contract value exceeding an exceeding certain values, or any termination and/or suspension of such contracts.
- In the event that our Company intends to transfer its shareholding, our Company is required to first offer its entire shareholding to the CapitaLand Retail SPV and other shareholders for acquisition.
- A tag along right is provided for, which permits each of our Company, the CapitaLand Retail SPV and other shareholders to simultaneously transfer shares to a third party, where any party is proposing to do so.
- Upon the occurrence of an event of default, the non-defaulting party may give notice in writing to the defaulting party requiring the defaulting party to transfer all of its shareholding in the respective company to it.
- Our Company shall not during the lock-in period starting from the closing date (as defined in the agreement) to 12 months from the project completion date transfer its shareholding to any third person, without the prior written consent of the other parties, except in accordance with valid and permitted transfers allowed under the agreement.

For more information see "Material Contracts and Documents for Inspection" on page 586.

Vijaya Productions Private Limited

Vijaya Productions Private Limited, a company incorporated on July 19, 1949 is engaged in the business of construction and development of a retail mall in Chennai. Pursuant to an agreement dated May 26, 2006 between our Company and Vijaya Productions Private Limited, our Company has agreed to invest an amount of Rs. 1,150,000,000 in Vijaya Productions Private Limited. Upon our Company infusing the entire amount of Rs. 1,150,000,000, our Company will be allotted such number of shares so as to make our Company a 50.00% shareholder of Vijaya Productions Private Limited. Till such time that our Company has invested the entire amount of Rs. 1,150,000,000, all the amounts infused will be held as share application money. Our Company is engaged in the project management for which we are entitled to a project management fee of Rs. 100,000,000. In accordance with the agreement, upon completion of the development of the project, each of the parties will be entitled to a 50.00% share in the total built up area and all other benefits in the buildings.

Vijaya Productions Private Limited has filed a scheme of demerger under Sections 391-394 of the Companies Act dated June 21, 2010 for the demerger of Vijaya Productions Private Limited into Vijaya Hotels Private

Limited and Vouhini Property Developers Private Limited. The appointed date of the scheme of demerger is April 1, 2010. The scheme has been filed before the High Court of Judicature, Madras.

For risks associated with Thomsun Realtors Private Limited and Vijaya Productions Private Limited, see “Risk Factors on page 15.

For more information see "Material Contracts and Documents for Inspection" on page 586.

OUR MANAGEMENT

Board of Directors

Under our Articles of Association, we are required to have not less than three and not more than 12 directors. We currently have six directors on our Board.

The following table sets forth details regarding our Board of Directors:

S. No.	Name, Father's Name, Designation, DIN, Residential Address, Occupation, Term	Nationality	Age (years)	Other Directorships/ Proprietorships/Partnerships/Trusts
1.	Irfan Razack (S/o. Late S. Razack) *Chairman and Managing Director* DIN: 00209022 21/22-3, Craig Park Layout M.G. Road, Bangalore 560 001 Karnataka, India *Business* Term: Appointed on October 20, 2009 for a term of five years	Indian	57	**Companies** 1. CapitaRetail Prestige Mall Management Private Limited 2. Dollars Constructions & Engineers Private Limited 3. Exora Business Parks Private Limited 4. ICBI (India) Private Limited 5. Northland Holding Company Private Limited 6. Prestige Builders & Developers Private Limited 7. Prestige Amusements Private Limited 8. Prestige Construction Ventures Private Limited 9. Prestige Fashions Private Limited 10. Prestige Garden Estates Private Limited 11. Prestige Garden Resorts Private Limited 12. Prestige Golf Resorts Private Limited 13. Prestige Mangalore Retail Ventures Private Limited 14. Prestige Mysore Retail Ventures Private Limited 15. Prestige Projects Private Limited 16. Prestige Shantiniketan Leisures Private Limited 17. Prestige Whitefield Investment And Developers Private Limited 18. Team United Engineers (India) Private Limited 19. Thomsun Realtors Private Limited 20. Valdel Xtent Outsourcing Solutions Private Limited 21. Vijaya Productions Private

S. No.	Name, Father's Name, Designation, DIN, Residential Address, Occupation, Term	Nationality	Age (years)	Other Directorships/ Proprietorships/Partnerships/Trusts
				Limited 22. Villaland Developers Private Limited 23. West Palm Developments Private Limited **Partnership Firms** 1. Albert Properties 2. Brunton Developers 3. Castlewood Investments 4. Colonial Estates 5. Cunningham Investments 6. Daffodil Investments 7. Eden Investments 8. Eureka Investments 9. Fifth Avenue 10. Prestige Hitech Projects 11. Langford Realtors 12. Morph 13. Nebula Investments 14. Prestige Constructions 15. Prestige Interiors 16. Prestige KRPL Tech Park 17. Prestige Notting Hill Investments 18. Prestige Ozone Properties 19. Prestige Property Management & Services 20. Prestige Realty Ventures 21. Prestige Whitefield Developers 22. P.H.R. Developers 23. Silverline Estates 24. United Agencies 25. Xtasy Investments **Trusts** 1. Educate India Foundation 2. India Learning Foundation 3. Razack Sattar Family Trust 4. Educate India Trust 5. Prestige Foundation
2.	Rezwan Razack (S/o. Late S. Razack) *Joint Managing Director* DIN: 00209060 Burnside, No 12, Magrath Road Bangalore 560 025, Karnataka, India *Business*	Indian	55	**Companies** 1. CapitaRetail Prestige Mall Management Private Limited 2. Dollars Constructions & Engineers Private Limited 3. Exora Business Parks Private Limited 4. ICBI (India) Private Limited 5. Northland Holding Company Private Limited 6. Prestige Builders & Developers

S. No.	Name, Father's Name, Designation, DIN, Residential Address, Occupation, Term	Nationality	Age (years)	Other Directorships/ Proprietorships/Partnerships/Trusts
				Private Limited 7. Prestige Amusements Private Limited 8. Prestige Construction Ventures Private Limited 9. Prestige Fashions Private Limited 10. Prestige Garden Estates Private Limited 11. Prestige Garden Resorts Private Limited 12. Prestige Golf Resorts Private Limited 13. Prestige Mangalore Retail Ventures Private Limited 14. Prestige Mysore Retail Ventures Private Limited 15. Prestige Projects Private Limited 16. Prestige Shantiniketan Leisures Private Limited 17. Team United Engineers (India) Private Limited 18. Valdel Xtent Outsourcing Solutions Private Limited 19. Vijaya Productions Private Limited 20. Villaland Developers Private Limited 21. West Palm Developments Private Limited **Partnership Firms** 1. 23 Carat 2. Albert Properties 3. Brunton Developers 4. Castlewood Investments 5. Colonial Estates 6. Cunningham Investments 7. Daffodil Investments 8. Eden Investments and Estates 9. Eureka Investments 10. Fifth Avenue 11. Prestige Hitech Projects 12. Morph 13. Nebula Investments 14. P.H.R. Developers 15. Prestige Constructions 16. Prestige Interiors 17. Prestige KRPL Tech Park 18. Prestige Notting Hill Investments
	Term: Appointed on October 20, 2009 for a term of five years			

S. No.	Name, Father's Name, Designation, DIN, Residential Address, Occupation, Term	Nationality	Age (years)	Other Directorships/ Proprietorships/Partnerships/Trusts
				19. Prestige Ozone Properties 20. Prestige Property Management & Services 21. Prestige Whitefield Developers 22. Silverline Estates 23. United Agencies 24. Xtasy Investments **Trusts** 1. Educate India Foundation 2. India Learning Foundation 3. Razack Sattar Family Trust 4. Educate India Trust 5. Prestige Foundation 6. IBN Society
3.	K. Jagdeesh Reddy (S/o. K. Jayabharath Reddy) *Independent Director* DIN: 00220785 Flat B-1, Chartered Court, Rathna Avenue 51/B, Richmond Road, Bangalore 500 025 Karnataka, India *Business* Term: Appointed as a director on November 10, 2009	Indian	43	**Companies** 1. Prestige Whitefield Investment & Developers Private Limited **Proprietorship Firms** 1. Madanapalle Motors
4.	B.G. Koshy (S/o. Late George Koshy) *Independent Director* DIN: 01651513 101-A, 1st Floor M.B. Centre, 134 Infantry Road, Bangalore 560 001, Karnataka, India *Business* Term: Appointed as adirector on November 10, 2009	Indian	63	**Companies** Koshy Holdings Private Limited **Firms** 1. Koshy Holdings 2. Koshy Associates 3. Bangalore Estates & Agencies **Trusts** 1. The Rainbow Forum, N.G.O. 2. SOS – India (Regd.)
5.	Noor Ahmed Jaffer (S/o. Jaffer Ali Mohamed) *Independent Director* DIN: 00027646 No. 3, 1st Cross, 8th Main, 4th Block Koramangala, Bangalore 560 034 Karnataka, India	Indian	61	**Companies** 1. Paper Packaging Private Limited 2. Accupak Private Limited 3. Shimoga Infrastructure Private Limited

S. No.	Name, Father's Name, Designation, DIN, Residential Address, Occupation, Term	Nationality	Age (years)	Other Directorships/ Proprietorships/Partnerships/Trusts
	Business Term: Appointed as a director on November 24, 2009			
6.	Dr. Pangal Ranganath Nayak (S/o. Pangal Sundernath Nayak) *Independent Director* DIN: 01507096 No. 141, 18th Main, 6th Block, Koramangala, Bangalore 560 095 Karnataka, India *Business* Term: Appointed as a director on November 24, 2009	Indian	53	**Companies** 1. Lotus Clinical Research Academy Private Limited 2. Norwich Clinical Services Private Limited **Firms** 1. Cardiology Associates 2. Cardiac Care

Brief biographies of our Directors

Irfan Razack, holds a Bachelors degree in Commerce from St. Joseph's College, Bangalore University where he was awarded the Lifetime Achievement Award by St. Joseph's Old Boys Association. He has also attended a course by the United Nations University International's Leadership Academy (UNU/ILA) in Jordan. He has been the Honorary Secretary of the Al-Ameen Educational Society for 17 years and the President of Bangalore Commercial Association (BCA), chairman of the real estate committee of CREDAI Karnataka for four years. He is also a special invitee to the Southern Regional council of Confederation of Indian Industries (CII) and conducted and chaired three editions of the Estate South summit organized by them. He is also the receipient of the "Entrepreneur Extraordinaire award 2010" instituted by Builders Association of India and Confederation of Real Estate Developers Association of India. He is also a past president of Rotary Bangalore, Midtown.

He has been our Managing Director since 1997. He was declared as the Real Estate Professional of the Year at the Real Estate Excellence Awards, 2008. He has over all experience of 36 years in the retail and real estate industry and established our Company in 1986. He is responsible for the over-all management of our Company and oversees a gamut of activities from corporate strategic planning to decision making.

Rezwan Razack, holds a Bachelors degree in Commerce from the St. Joseph's College, Bangalore University. He established our Company in 1986. He assumes overall responsibility for the construction and engineering activities of our Company and also guides our overall decision making processes. He has been our Joint Managing Director since 1997. He has over 34 years experience in the retail and real estate industry.

He co-ordinates the Terry Fox Run, a fund raising event in aid of cancer research in Bangalore. He is also part of the Resident's Initiative for Safe Environment (RISE), a movement in Bangalore working towards creating a clean environment. He is currently completing his research on Indian paper currency and is a Chairman of the International Banknotes Society - India Banknote Collectors' Chapter. He is presently the president of IBN Society, Bangalore.

K. Jagdeesh Reddy, holds a bachelors degree in engineering from the Mangalore University and a Master's Degree in Management from Katz Graduate School of Business, University of Pittsburgh. He is currently

engaged in the transport business and also provides financial consultancy services in relation to private equity mergers and acquisitions. He has been a member of our Board since November 10, 2009.

B.G. Koshy holds a Masters degree in English from the University of Bombay. He started his career in 1979 with Advani Oerlikon Limited, Bombay and thereafter was associated with Oerlikon-Buhrle AG and Zurich & Contraves AG, Zurich. He is currently part of several non governmental organizations which work in the field of communal harmony, civic problems and women and children's rights. He has been a member of our Board since November 10, 2009.

Noor Ahmed Jaffer holds a Bachelors degree in Commerce from St. Joseph's College, Bangalore University. He started his career with Deepak Cables and then joined Philips India Limited, Bombay. He later co-founded Paper Packaging Private Limited in Bangalore and set up a Kraft Paper Mill in Shimoga. He is also a director on the board of Accupak Private Limited, a packaging unit in Bangalore. He has been a member of our Board since November 24, 2009.

Dr. Pangal Ranganath Nayak holds a Bachelors degree in Medicine and Surgery from the St. John's Medical College and Hospital, Bangalore University. He also holds a Doctor of Medicine degree in General Medicine and Cardiology and a Diploma from the National Board of General Medicine. He is currently Senior Consultant Cardiology at Vikram Hospital, Bangalore. He has been Coordinator and Consultant Cardiologist at the Mallya Hospital, Bangalore. He was Associate Professor and Head of Department of Cardiology at St. John's Medical College Hospital, Bangalore and a Fellow in Interventional Cardiology at the Epworth Hospital, Melbourne, Australia. He has been a member of our Board since November 24, 2009.

Remuneration of our Directors

Irfan Razack was first appointed as our Managing Director with effect from June 4, 1997. He has been re-appointed as Chairman and Managing Director on October 20, 2009 for a term of five years. The terms of his employment and remuneration include the following:

The details of remuneration include the following:

Particulars	Remuneration
Salary	• Rs. 2,000,000 per month
Other allowances	• Leave travel allowance for self and family once in a year as claimed by the Chairman & Managing Director • Medical reimbursement of actual expenditure incurred for self and his family as claimed • Medical and/or Life Insurance as may be provided for by the Company equivalent to that provided to any key executive
Contribution to provident fund	• 12.00% per annum on basic plus dearness allowance
Perquisites	• Entitled to a mobile connection and a landline connection at residence. • Entitled to use any car from the pool of cars owned or taken on lease by the Company. • Entitled for fuel reimbursements at actuals for Company owned cars or vehicles taken on lease by the Company.
Accommodation	• Rent free accommodation / house rent allowance
Additional payment by way of bonus or ex-gratia or payment in any other manner	• 2.00% of the Net Profits as commission in addition to the salary, if the same is within the limits specified in the Section 198 and Schedule XIII of the Act
Salary in the event of inadequacy of profit	• In the event of loss or inadequacy of profit, in any financial year, he shall be entitled to receive a total remuneration including perquisites etc., not exceeding the ceiling limits as per Schedule XIII of the Act or any

Particulars	Remuneration
	modifications, thereon.

Rezwan Razack was first appointed as our Joint Managing Director with effect from June 4, 1997. He has been re-appointed as Joint Managing Director on October 20, 2009 for a term of five years. The terms of his employment and remuneration include the following:

The details of remuneration include the following:

Particulars	Remuneration
Salary	• Rs. 2,000,000 per month
Other allowances	• Leave travel allowance for self and family once in a year as claimed by the Joint Managing Director • Medical reimbursement of actual expenditure incurred for self and his family as claimed • Medical and/or Life Insurance as may be provided for by the Company equivalent to that provided to any key executive
Contribution to provident fund	• 12.00% per annum on basic plus dearness allowance
Perquisites	• Entitled to a mobile connection and a landline connection at residence. • Entitled to use any car from the pool of cars owned or taken on lease by the Company. • Entitled for fuel reimbursements at actuals for Company owned cars or vehicles taken on lease by the Company.
Accommodation	• Rent free accommodation / house rent allowance
Additional payment by way of bonus or ex-gratia or payment in any other manner	• 2.00% of the Net Profits as commission in addition to the salary, if the same is within the limits specified in the Section 198 and Schedule XIII of the Act
Salary in the event of inadequacy of profit	• In the event of loss or inadequacy of profit, in any financial year, he shall be entitled to receive a total remuneration including perquisites etc., not exceeding the ceiling limits as per Schedule XIII of the Companies Act or any modifications, thereon.

The remuneration by way of salary and commission payable to Irfan Razack, Chairman and Managing Director and Rezwan Razack, Joint Managing Director is within the limits laid down in Section 198 and Section 309 of the Companies Act.

Except as otherwise disclosed in this Red Herring Prospectus we do not have any service contracts with our Chairman and Managing Director or Joint Managing Director.

Our Independent Directors are not paid any remuneration except for sitting fees.

Details of Borrowing Powers of Our Directors

Our Articles, subject to the provisions of Section 292 of the Companies Act authorize our Board, to borrow or raise money or secure the payment of any sum or sums of money for the purposes of the Company. The shareholders of the Company, through a resolution passed at the EGM dated November 10, 2009, authorised our Board to borrow monies together with monies already borrowed by us, in excess of the aggregate of the paid up capital of the Company and its free reserves, not exceeding Rs. 25,000 million at any time.

Interest of Directors

All of our Directors may be deemed to be interested to the extent of fees payable to them for attending meetings of the Board or a committee thereof as well as to the extent of other remuneration and reimbursement of

expenses payable to them under our Articles, and to the extent of remuneration paid to them for services rendered as an officer or employee of our Company.

Our Directors may also be regarded as interested in the Equity Shares, if any, held by them or that may be subscribed by or allotted to the companies, firms, trusts, in which they are interested as directors, members, partners, trustees and promoters, pursuant to this Issue. All of our Directors may also be deemed to be interested to the extent of any dividend payable to them and other distributions in respect of the said Equity Shares.

For details of interests of our Promoters who are also our Executive Directors, see "Our Promoters" on page 200.

Except as stated in "Related Party Transactions" on page 266, and to the extent of shareholding in our Company, if any, our Directors do not have any other interest in our business. Further, see "Our Promoter - Interests of Promoters and Common Pursuits" on page 200.

Except as stated in this Red Herring Prospectus, our Directors have no interest in any property acquired by us two years prior to the date of this Red Herring Prospectus.

Every Director of our Company and the officers of our Company shall be indemnified by our Company against and it shall be the duty of the Directors out of the funds of our Company to pay all costs, losses and expenses (including traveling expenses) which any such Director, officer or employee may incur or become liable to by reason of any contract entered into or act or deed done by him as such Director, Manager, Secretary or officer or servant or in any way in the discharge of his duties.

Subject to the provisions of the Act and the Articles if the Directors or any of them or any other person shall incur or be about to incur any liability whether as principal or surety for the payment of any sum primarily due from our Company the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of our Company by way of indemnity to secure the Directors or person so becoming liable as aforesaid from any loss in respect of such liability.

Corporate Governance

We have complied with the Listing Agreement with respect to corporate governance especially with respect to broad basing of our Board, constituting committees such as Audit Committee, Investors Grievance Committee and Remuneration/compensation committee. Further, the provisions of the listing agreement to be entered into with the Stock Exchanges with respect to corporate governance will be applicable to us immediately upon the listing of our Equity Shares on the Stock Exchanges. We have complied with such provisions, including with respect to the appointment of independent Directors to our Board and the constitution of committees of our Board. We have also adopted the Corporate Governance Code in accordance with Clause 49 of the listing agreements to be entered into with the Stock Exchanges prior to listing.

The Company undertakes to take all necessary steps to comply with all the requirements of Clause 49 of the Listing Agreement to be entered into with the Stock Exchanges.

Currently, our Board has six Directors, consisting of, our Chairman and Managing Director, Joint Managing Director and four Independent Directors. Further, in compliance with Clause 49 of the Listing Agreement, the following Committees have been formed.

Audit Committee

The audit committee of our Board was constituted by our Board in terms of their resolution dated November 10, 2009 to ensure the objectivity, credibility and correctness of the Company's financial reporting and disclosure processes, internal controls, risk management policies and processes, tax policies, compliance and legal requirements and associated matters. The Audit Committee consists of K. Jagdeesh Reddy as chairman and B.G. Koshy and Irfan Razack as members.

The terms of reference of the Audit Committee include:

- oversight of the Company's financial reporting process and the disclosure of its financial information to ensure that the financial statements are correct, sufficient and credible;
- recommending to the Board the appointment, re-appointment and, if required, the replacement or removal of the statutory auditors and the fixation of the audit fees;
- approval of payment to the statutory auditors for any other services rendered by the statutory auditors;
- reviewing, with the management, the annual financial statements before submission to the Board for approval, with particular reference to:
    - matters required to be included in the Directors' Responsibility Statement to be included in the Board's report in terms of clause (2AA) of Section 217 of the Companies Act, 1956;
    - changes, if any, in accounting policies and practices and reasons for the same;
    - major accounting entries involving estimates based on the exercise of judgment by the management;
    - significant adjustments made in the financial statements arising out of audit findings;
    - compliance with listing and other legal requirements relating to financial statements;
    - disclosure of any related party transactions;
    - qualifications in the draft audit report;
- reviewing, with the management, the quarterly financial statements before submission to the board for approval;
- reviewing, with the management, performance of statutory and internal auditors, and adequacy of the internal control systems;
- reviewing the adequacy of internal audit function, if any, including the structure of the internal audit department, staffing and seniority of the official heading the department, reporting structure coverage and frequency of internal audit;
- discussion with internal auditors any significant findings and follow up there on;
- reviewing the findings of any internal investigations by the internal auditors into matters where there is suspected fraud or irregularity or a failure of internal control systems of a material nature and reporting the matter to the board;
- discussion with statutory auditors before the audit commences, about the nature and scope of audit as well as post-audit discussion to ascertain any area of concern;
- to look into the reasons for substantial defaults in the payment to the depositors, debenture holders, shareholders (in case of non payment of declared dividends) and creditors;
- to monitor the utilization of the Issue proceeds; and
- such other functions as may be specifically referred to, by the Board, from time to time

Pursuant to the amendments to the Listing Agreement dated December 27, 2007, the role of the audit committee has been expanded to include monitoring of utilisation of Issue proceeds and making appropriate recommendations to the Board of Directors of our Company in this regard.

Investors' Grievance Committee

The investors' grievance committee of our Board was constituted by our Board in terms of their resolution dated November 10, 2009. The investor grievance committee consists of B.G. Koshy as chairman and Irfan Razack

and Rezwan Razack as members. The investor grievance committee is responsible for the redressal of shareholders' grievances, particularly with reference to:

- Transfer/transmission of shares;
- Issue of duplicate share certificates;
- Review of shares dematerialized and all related matters;
- Monitoring expeditious redressal of investors' grievances;
- Non-receipt of annual reports and dividends; and
- All other matters related to shares/debentures.

IPO Committee

The IPO Committee was constituted by our Board in terms of their resolution dated November 10, 2009. The IPO Committee consists of Irfan Razack and Rezwan Razack. The IPO Committee is in charge of all the affairs in relation to our initial public offering.

Management Sub-committee

The Management sub-committee was constituted by our Board in terms of their resolution dated November 10, 2009. The Management Sub-committee consists of Irfan Razack and Rezwan Razack. The Management Sub-committee is in charge of facilitating the daily operations of the Company and dealing with borrowing, investing of funds and granting of loans to Subsidiaries, Group Entities and Associates.

The terms of reference of the Management Sub-committee include:

- To borrow funds otherwise than on debentures up to Rs. 500 crores
- To invest the funds of the Company in its subsidiaries and associates towards equity up to Rs. 250 crores
- To grant loans to subsidiaries and associates of the Company for the purchase of land up to Rs. 500 crores
- To comply with routine statutory and regulatory procedures

Shareholding of our Directors in the Company

Except as provided hereunder, no other Directors hold any shares in the share capital of our Company.

In terms of our Articles of Association, the Directors are not required to hold any qualification shares. The table below sets forth the details of Equity Shares that are held by our Directors.

S. No.	Name	Number of Equity Shares	Pre-Issue Equity Share Capital	Post-Issue Equity Share Capital %
1.	Irfan Razack	65,625,000	25.00	[●]
2.	Rezwan Razack	65,625,000	25.00	[●]

There are no outstanding vested options granted to our Directors.

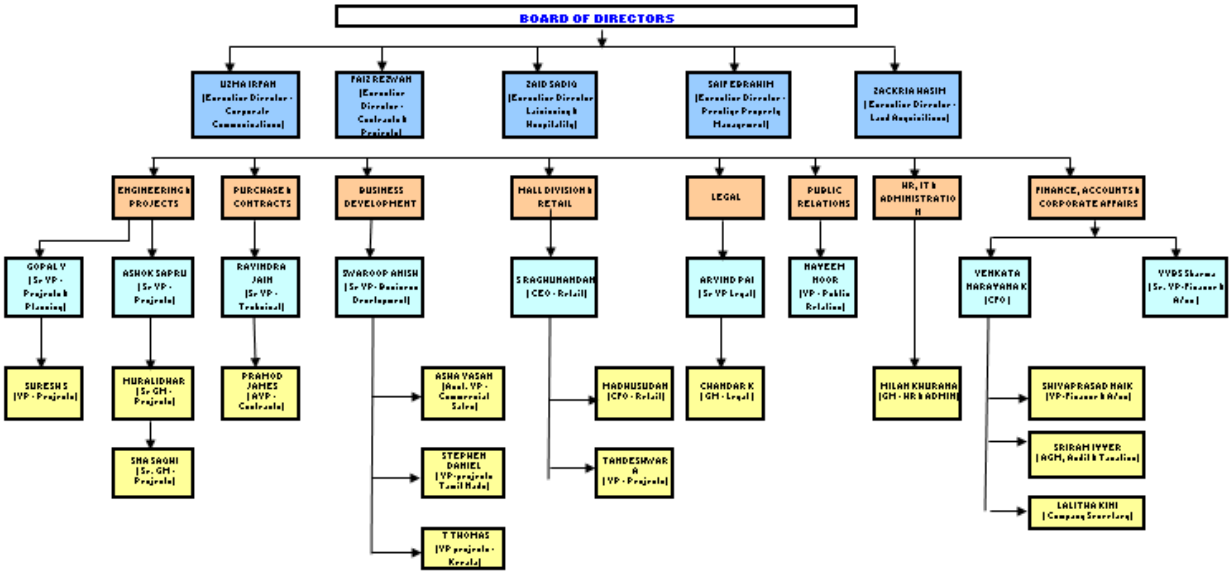
Changes in our Board of Directors during the last three years

Name	Date of Appointment	Date of Change/ Cessation	Reason
Uzma Irfan	January 1, 2007	September 1, 2009	Resignation

Name	Date of Appointment	Date of Change/ Cessation	Reason
Mohmed Zaid Sadiq	January 1, 2007	September 1, 2009	Resignation
Badrunissa Irfan	December 4, 1999	September 1, 2009	Resignation
Almas Rezwan	October 1, 2000	September 1, 2009	Resignation
Sameera Noaman	June 10, 1997	September 1, 2009	Resignation
Faiz Rezwan	June 1, 2005	September 1, 2009	Resignation
Zackria Hashim	June 1, 2005	September 1, 2009	Resignation
Noaman Razack	June 4, 1997	November 10, 2009	Resignation
B.G. Koshy	November 10, 2009	-	Appointed as an Additional Director
K. Jagdeesh Reddy	November 10, 2009	-	Appointed as an Additional Director
Noor Ahmed Jaffer	November 24, 2009	-	Appointed as an Additional Director
Dr. Pangal Ranganath Nayak	November 24, 2009	-	Appointed as an Additional Director

Managerial Organisation Structure

The Company's management organisation structure is given below:



Key Management Personnel of our Company

For a brief biography of Irfan Razack, Managing Director and Rezwan Razack, Joint Managing Director, see "Our Management – Brief Biographies of our Directors" on page 184. The biographies of our other key managerial personnel are set forth below:

Faiz Rezwan, Executive Director (Contracts & Projects), aged 30 years is the son of Rezwan Razack. He joined our Company as a Director on June 1, 2005. He has been appointed as Executive Director (Contracts & Projects) with effect from October 1, 2009. He is currently the head of the procurement department and is engaged in the development and planning of Prestige Golfshire Project. He was also actively involved in the formation of the Inventure Academy which marked the entry of the group into the field of education. The remuneration paid to him in Fiscal 2010 in the capacity of a Director of our Company was approximately Rs. 0.27 million.

Uzma Irfan, Executive Director (Corporate Communications), aged 31 years is the daughter of Irfan Razack. She joined our Company as a Director on January 1, 2007. She has been appointed as Executive Director (Corporate Communications) with effect from October 1, 2009. She holds a bachelors degree in business administration and a dual degree (English and American) from the American Inter Continental University, London. She is currently handling corporate communications and oversees the media relationships of the group. The remuneration paid to her in the Fiscal 2010 in the capacity of a Director of our Company was approximately Rs. 0.27 million.

Zackria Hashim, Executive Director (Land Acquisition), aged 65 years joined our Company as a Director on June 1, 2005. He has been appointed as Executive Director (Land Acquisition) with effect from October 1, 2009. He has an experience of over 35 years in the real estate industry. He has been associated with our Company for over four years. He is involved in land surveying and land acquisition for our Company. The

remuneration paid to him in the Fiscal 2010 in the capacity of a Director of our Company was approximately Rs. 0.27 million.

Saif Ebrahim, Executive Director (Prestige Property Management & Services), aged 32 years joined our Subsidiary, Prestige Propert Management and Services on November 26, 2007. He holds a bachelors degree in business administration from Queensland University of Technology, Brisbane, Australia. Prior to joining our Company he was working with the Qantas Airlines as Analyst and subsequently with Barclays Global Investors as an Investment Management Analyst. He is currently involved in overall management of the property management services. The remuneration paid to him in the Fiscal 2010 was approximately Rs. 1.36 million

Zaid Sadiq, Executive Director (Liasioning & Hospitality), aged 33 years joined our Company as a Director on January 1, 2007. He has been appointed as our Executive Director (Liasioning and Hospitality) with effect from October 1, 2009. He holds degree in B.A. (Hons) Hospitality Management and Masters in Business Management Administration from Thames Valley University, U.K. He also holds Hospitality Management diploma (American Hotel and Lodging Association) from The London Hotel School, and he completed his internship in the Copthorne Tara Hotel, London for a period of one year. He has an experience of over five years in the hospitality sector. He has been associated with our Company for the past 3 years and currently handles the public relations affairs of our Company. The remuneration paid to him in the Fiscal 2010 in the capacity of a Director of our Company was approximately Rs. 0.55 million.

T. Arvind Pai, Senior Vice President (Legal), aged 43 years joined our Company on June 1, 1999. He holds a bachelors degree in commerce and a bachelors degree in law from the Mangalore University. Prior to joining us he was working with the Taj Group as legal manager for the southern hotels. He has an experience of over 19 years and has been working as the head of the legal department of our Company for 11 years. He looks after the legal affairs of our Company, supports our land acquisition and development activities and is responsible for the management of our general contracting and legal processes and documentation. The remuneration paid to him in the Fiscal 2010 was approximately Rs. 5.76 million.

V. Gopal, Senior Vice President (Project & Planning), aged 46 years joined us on March 23, 1992. He holds a B.E. Civil Engineering degree from the Bangalore University. He has an experience of over 25 years and has been associated with our Company for the past 18 years. He is currently the head of the engineering, construction and planning division of our Company and is in charge of project execution. The remuneration paid to him in the Fiscal 2010 was approximately Rs. 6.16 million.

Ashok Sapru, Senior Vice President (Projects), aged 52 years joined us on August 1, 2005. He holds a B.E. (Hons.) Civil Engineering degree from BITS, Pilani. He has an experience of over 30 years in the real estate and construction industry. Prior to joining us, he has worked with the Airports Authority of India, Hyundai Construction Company, Unitech Limited and Reliance Industries. He has been associated with our Company for the past four years and is currently heading our Prestige Shantinikethan project. The remuneration paid to him in the Fiscal 2010 was approximately Rs. 6.17 million.

Swaroop Anish, Senior Vice President (Business Development), aged 42 years joined us on November 15, 1996. He holds a bachelors degree in commerce from the Mahatma Gandhi University and also holds a post graduate diploma in international management from IMI. He has an experience of over 20 years in the real estate industry. He has been associated with our Company for the past 13 years and is responsible for business development, sales and marketing of our Company. The remuneration paid to him in the Fiscal 2010 was approximately Rs. 16.12 million.

Venkata K. Narayana, Chief Financial Officer, aged 30 years joined us on July 1, 2003. He holds a bachelors degree in commerce from Indira Gandhi National Open University and is also a qualified Company Secretary, Chartered Accountant, costs accountant and ACIS (UK). He has an experience of over 10 years and has been

associated with our Company for over six years and is responsible for the overall finance function of our Company, corporate taxation and planning and corporate affairs. He was instrumental in introducing private equity investments into the group and for entering into several key strategic joint ventures. The remuneration paid to him in the Fiscal 2010 was approximately Rs. 11.95 million.

***Shivaprasad Naik**, **Vice President (Accounts and MIS)**,* aged 45 years joined us on December 16, 1996. He holds a bachelors degree in commerce from the Mangalore University and is a Chartered Accountant (Inter). He has an experience of over 24 years in finance and accounts. He has been associated with our Company for the past 13 years and is in charge of transaction processing, accounts and audit, MIS and budgeting. The remuneration paid to him in the Fiscal 2010 was approximately Rs. 13.42 million.

Asha Vasan, Vice President (Commercial Sales), aged 37 years joined us on May 4, 1992. She holds a diploma from the Bangalore University. She has over 17 years of experience with our Company and has served in various business functions including guest relations, administration, collections, customer relations to sales and marketing and has been associated with our Company. She is currently the Vice President- Commercial Sales and Operations. She is responsible for sales of office and commercial space and resolving customer issues. The remuneration paid to her in the Fiscal 2010 was approximately Rs. 3.54 million.

Nayeem Noor, Senior Vice President (Public Relations), aged 50 years joined us on February 2, 1992. He has an experience of over 34 years and has been associated with our company for over 19 years. Prior to joining us, he was working with the Aluminium Etrusion Company in Saudi Arabia. He is currently the head of the department of public relations and liaison and is an interface between the Company, governmental departments and statutory authorities. The remuneration paid to him in the Fiscal 2010 was approximately Rs. 5.30 million.

Ravindra Jain, Senior Vice President (Technical), aged 62 years joined us on October 6, 2008. He holds a bachelors degree in civil engineering from IIT Kanpur and a master's degree in business administration. Prior to joining our Company he has worked with Topnotch Infrastructure Private Limited. He has an experience of over 35 years and has been associated with our Company for one year. He is currently the head of the contracts and procurement department and is responsible for procurement, tender negotiations, awarding contracts, quality assurance, budgeting, cost monitoring etc. The remuneration paid to him for the Fiscal 2010 was approximately Rs. 4.51 million.

S. Raghunandhan, Chief Executive Officer (Retail), aged 51 years joined us on July 1, 2009. He holds a bachelors degree in commerce from the Bombay University and post graduate diploma in management from IMI. He has an experience of over 27 years across various business including hospitality logistics and retail. He is responsible for the retail mall business of the Company. He has been appointed as consultant with effect from April 1, 2010. The remuneration paid to him in the Fiscal 2010 was approximately Rs. 7.49 million.

Lt. Col. (Retd.) Milan Khurana**, **General Manager (HR & Admin), aged 43 years joined us on September 4, 2008. He holds a bachelors degree in Arts from the Jawarharlal Nehru University, Post Graduate Degree in Advanced Military Studies from Indian Military Academy. He has an experience of 20 years in the Indian Army on various assignments that include Planning, HRD/Personnel, Training & Development, Security & Safety and General Administration. He has been associated with our company for the past one year. He is responsible for all the HR, IT & Admin activities that encompass recruitment, training and development. The remuneration paid to him for part of Fiscal 2010 was approximately Rs. 1.61 million.

V.V.B.S. Sarma, Sr. Vice President- Finance & Accounts', aged 53 Years was associated with the group since 1992 as a Consultant & joined Prestige Property Management & Services on May 1, 2009. He holds a Bachelor degree in Commerce from Bangalore University and is also a qualified Chartered Accountant. He has over 25 Years of experience in finance and accounting and currently manages the finance and accounting function for

Prestige Property Management & Services and other firms. The remuneration paid to him for part of Fiscal 2010 was approximately Rs. 6.81 million.

Except for Saif Ebrahim, S. Raghunandhan and V.V.B.S. Sarma, all the other Key Management Personnels are permanent employees of our Company.

Shareholding of the Key Management Personnel

None of the Key Management Personnel hold Equity Shares of our Company except as disclosed below:

S. No.	Name	Number of Equity Shares	Pre-Issue Equity Share Capital	Post-Issue Equity Share Capital %
1.	Uzma Irfan	5,475,750	2.09	[●]
2.	Faiz Rezwan	5,465,250	2.08	[●]

Bonus or profit sharing plan of the Key Management Personnel

As on the date of filing this Red Herring Prospectus, we do not have a bonus or profit sharing plan for our Key Management Personnel.

Changes in the Key Management Personnel

There has been no change in the Key Management Personnel in the last three years.

S. No.	Name	Date of change	Reason for change
1.	S. Raghunandhan	April 1,2 010	Appointed as Consultant
2.	Uzma Irfan	October 1, 2009	Appointment as Executive Director
3.	Faiz Rezwan	October 1, 2009	Appointment as Executive Director
4.	Saif Ebrahim	October 1, 2009	Appointment as Executive Director
5.	Zaid Sadiq	October 1, 2009	Appointment as Executive Director
6.	Zackria Hashim	October 1, 2009	Appointment as Executive Director
7.	V.V.B.S Sarma	May 1, 2009	Appointed*

**** Appointed to Prestige Property Management and Services.***

Payment or benefit to officers of our Company

Certain of our Key Managerial Personnel have availed of loans and services of our Company to lease out immovable property which they have purchased from our Company. They consequently receive lease rentals from such immovable property through our Company. Further certain of our Key Managerial Personnel are partners in a partnership firm which provides automobile leasing services to the Company and earns lease revenue.

Except as stated in this Red Herring Prospectus, no amount or benefit has been paid or given or given to any of our Company's employees including the Key Management Personnel and our Directors. None of the beneficiaries of loans and advances and sundry debtors are related to the Directors of the Company.

Nature of family relationship

Except as disclosed below none of our Directors or Key Management Personnel are related to each other:

Promoter	Related party	Nature of relationship with Promoter

Irfan Razack	Rezwan Razack	Brother
	Uzma Irfan	Daughter
	Zaid Sadiq	Son in Law
Rezwan Razack	Irfan Razack	Brother
	Faiz Rezwan	Son
	Saif Ebrahim	Son in Law

OUR PROMOTERS

The Promoters of our Company are:

Irfan Razack

Driving license No.: KA05-19710000184

Passport No.: Z1720431

PAN: AACPI7226E

Voter's Identity: KT/12/087/303079

Rezwan Razack

Driving license No.: 645/77-88

Passport No.: G7316693

PAN: ABJPR9881L

Voter's Identity: KT/12/086/225478

Noaman Razack

Driving license No.: 724/77-78

Passport No.: Z1329416

PAN: ACLPR5361A

Voter's Identity: ZLW0580571

The Issuer confirms that the Permanent Account Numbers, Bank Account Numbers and Passport Numbers of our Promoters have been submitted to the BSE and NSE at the time of filing this Red Herring Prospectus with them.

Noaman Razack, is the Managing Director of our Group Entity, Prestige Fashions Private Limited. He started his career with Prestige Estates and Projects as a partner in 1997. He was our Director from 1997 and resigned with effect from November 10, 2009. He has over 31 years of experience in business development. He has been awarded the best visual merchandiser award by Madura Garments. He has also been recognized by Madura Garments for highest sale in Louis Philip Bespoke & Blazers in Karnataka in 1993-94.

For details in relation to other Promoters see "Our Management" on page 184.

Common Pursuits and Interest of Promoters

Our Promoters are interested in us to the extent that they have promoted our Company and their shareholding in us. Further, our Promoters, who are also Executive Directors of our Company may be deemed to be interested to the

extent of remuneration and compensation paid to them and fees, if any, payable to them for attending meetings of the Board or a Committee thereof as well as to the extent of expenses payable to them.

The Promoters may be deemed to be interested in the Company to the extent of their shareholding in the Subsidiaries, Associates and Group Entities with which our Company transacts during the course of its operations. For details, see "Details of our Subsidiaries" on page 159 and "Group Entities" on page 203.

Our Promoters are further interested in the operations of our Company to the extent of the personal guarantees issued by them as security for certain of our borrowings. For details, see "Financial Indebtedness" on page 403.

Our Promoters may also be deemed to be interested in the Company to the extent that they or any entities promoted by them hold an interest in any of our existing, ongoing or forthcoming projects or the lands on which they are being developed.

Except in relation to the purchase of Jacob's Land and Shivakrupa by our Company as described in "Land Reserves" on page 134 or as otherwise stated in this Red Herring Prospectus, we have not entered into any contract, agreements or arrangements during the preceding two years from the date of this Red Herring Prospectus in which the Promoters are directly or indirectly interested and no payments have been made to them in respect of the contracts, agreements or arrangements which are proposed to be made with them including the properties purchased by us other than in the normal course of business.

Confirmations

Further, our Promoters have confirmed that they have not been declared as wilful defaulters by the RBI or any other governmental authority and there are no violations of securities laws committed by them in the past and no proceedings pertaining to such penalties are pending against them.

Additionally, none of our Promoters have been restrained from accessing the capital markets for any reasons by the SEBI or any other authorities.

Further, none of the Promoters was or is a promoter, director or person in control of any other company which is debarred from accessing the capital market under any order or directions made by the Board.

Payment or Benefit to Promoters

Except as stated in this Red Herring Prospectus including in "Related Party Transactions" on page 266, no amount or benefit has been paid or given to any Promoter within the two years preceding the date of filing of this Red Herring Prospectus and no such amount or benefit is intended to be paid.

Disassociation by the Promoters in the last three years

Name of the Company	Relationship with the Promoter	Reasons for Disassociation	Date of Disassociation
Cessna Garden Developers Private Limited	Promoter was a shareholder	Sale of stake	September 22, 2009
Prestige Garden Constructions Private Limited	Promoter was a shareholder	Sale of stake	September 15, 2009
Prestige Garden Resorts Private Limited	Promoter was a shareholder	Sale of stake	September 23, 2009
West Palm Developments Private Limited	Promoter was a shareholder	Sale of stake	September 23, 2009
Prestige Garden Estates Private Limited	Promoter was a shareholder	Sale of stake	August 26, 2008
Bargains	Promoter was a partner	Dissolution of partnership	November 6, 2009
Convent Realtors	Promoter was a partner	Dissolution of partnership	November 6, 2009
Noris Developments	Promoter was a partner	Dissolution of partnership	November 6, 2009
Prestige Garden	Promoter was a partner	Dissolution of partnership	November 6, 2009

Constructions			
Prestige Shoes	Promoter was a partner	Dissolution of partnership	November 6, 2009
Prestige Mysore Tech Park	Promoter was a partner	Dissolution of partnership	November 6, 2009
P.S. Developers	Promoter was a partner	Dissolution of partnership	November 9, 2009
Springfield Developers	Promoter was a partner	Dissolution of partnership	November 6, 2009
Bannerghatta Properties	Promoter was a partner	Dissolution of partnership	March 26, 2010
Prestige Globe Estates	Promoter was a partner	Dissolution of partnership	March 26, 2010
Spring Green	Promoter was a partner	Retired from the partnership	September 4, 2010

GROUP ENTITIES

Details of our Group Entities are provided below:

Group Entities

Top five Group Entities based on turnover are as follows:

1. Prestige Fashions Private Limited
2. Morph
3. Xtasy Investments
4. Daffodil Investments
5. United Agencies

None of the equity shares of our Group Companies are listed on any stock exchange and they have not made any public or rights issue of securities in the preceding three years. Details of our top five Group Entities are provided below:

Prestige Fashions Private Limited

Prestige Fashions Private Limited a company incorporated on March 7, 1996 is engaged in retail activities and primarily engages in the production and sale of apparel. Prestige Fashions Private Limited currently owns several retail outlets.

Our Promoters collectively hold 53.57% of the issued and paid up capital of Prestige Fashions Private Limited. The remaining equity shares of Prestige Fashions Private Limited are held by members of our Promoter Group.

Financial Performance

(Rs.In million except per share data)

	For the year ended		
	March 31, 2010	**March 31, 2009**	**March 31, 2008**
Equity capital (par value Rs. 10)	7.50	7.50	7.50
Sales and other income	267.80	261.97	257.30
Profit/Loss after tax	13.98	13.77	11.83
Reserves and Surplus	119.48	89.78	67.16
Earnings per share (Rs)	38.13	28.80	21.44
Book Value per share (Rs)	169.31	129.71	99.54

Morph

Morph was formed pursuant to a partnership deed dated December 16, 2005 between our Promoters, a member of our Promoter Group and an individual. It is engaged in the business of execution of interior designing and other related contract works and manufacture and supply of furniture.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Promoters in the firm is as follows:

Name of Partners	**Profit & Loss Sharing Ratio (%)**
Irfan Razack	5.00
Rezwan Razack	5.00
Noaman Razack	5.00

Financial Performance

(Rs.In million)

	For the year ended March 31		
Particulars	**2010**	**2009**	**2008**
Capital	0.25	0.25	0.25

Particulars	For the year ended March 31		
	2010	2009	2008
Sales and other Income	59.39	51.80	18.5
Profit	6.92	(4.06)	(1.98)

Xtasy Investments

Xtasy Investments was formed pursuant to a partnership deed dated January 1, 2002 between our Promoters and certain individuals. The partnership was reconstituted as of May 12, 2009 between our Promoters and an individual. It is engaged in the business of construction and development of real estate projects and owns the project Prestige R.R. on Church Street, Bangalore.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Promoters in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Irfan Razack	16.66
Rezwan Razack	16.67
Noaman Razack	16.67

Financial Performance

(Rs.In million)

Particulars	For the year ended March 31		
	2010	2009	2008
Capital	0.50	0.50	0.50
Sales and other Income	8.07	7.29	6.94
Profit	4.70	3.35	3.04

Daffodil Investments

Daffodil Investments was originally formed pursuant to a partnership deed dated October 26, 1998 between our Promoters. The partnership was reconstituted as of March 18, 2004 between our Promoters and an individual. It owns certain immovable property in 'UB Plaza' in Bangalore and receives rental income.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Promoters in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Irfan Razack	20.00
Rezwan Razack	15.00
Noaman Razack	15.00

Financial Performance

(Rs.In million)

Particulars	For the year ended March 31		
	2010	2009	2008
Capital	5.00	5.00	5.00
Sales and other Income	6.18	6.24	6.22
Profit	3.08	2.79	2.36

United Agencies

United Agencies was formed pursuant to a partnership deed dated December 1, 1990 between the Late S. Razack, our Promoters and certain individuals. The partnership was initially reconstituted on January 29, 1996 and finally reconstituted on November 6, 2009 between our Promoters and an individual. It has taken on lease certain property on Commercial Street and subleased the leased premises

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Promoters in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Irfan Razack	11.12
Rezwan Razack	11.11
Noaman Razack	11.11

Financial Performance

(Rs.In million)

Particulars	For the year ended March 31		
	2009		2008
Capital	0.03	0.03	0.03
Sales and other Income	3.23	3.00	3.00
Profit	1.48	1.38	1.38

Material notes to accounts

None of our top five Group Entities have material notes to accounts.

Other Group Entities

Kandid Marketing Services Private Limited

Kandid Marketing Services Private Limited has been incorporated on October 12, 1998 with the object of engaging in marketing, patening and trading in tablets, pills, powders and other pharmaceutical products and currently does not conduct any operations. The authorized share capital of Kandid Marketing Services Private Limited is Rs. 1,500,000 divided into 150,000 equity shares of Rs. 10 each and the paid up capital of Kandid Marketing Services Private Limited is Rs. 1,451,520 divided into 145,152 equity shares of Rs. 10 each. Our Promoters hold 58.21% of the issued and paid up capital of Kandid Marketing Services Private Limited. An application has been filed for striking off the name of the Company under the Easy Exit Scheme, 2010.

Prestige Builders & Developers Private Limited

Prestige Builders & Developers Private Limited was incorporated on August 7, 2007 with the object of engaging in the business of construction and development of real estate projects. Prestige Builders & Developers Private Limited is currently not engaged in any activity.

Our Promoters collectively hold 100.00% of the issued and paid up capital of Prestige Builders & Developers Private Limited.

Prestige Home Finance Limited

Prestige Home Finance Limited was incorporated on June 11, 1997 with the object of engaging in the business of providing long term finance for real estate purposes, real estate, management of investment pools and consultancy service. Prestige Home Finance Limited does not undertake any business activity currently and has not undertaken

any finance activity till date. An application has been filed for striking off the name of the Company under the Easy Exit Scheme, 2010.

Our Promoters collectively hold 71.43% of the issued and paid up capital of Prestige Home Finance. The remaining equity shares are held by members of our Promoter Group.

Prestige Garden Estates Private Limited

Prestige Garden Estates Private Limited was incorporated on April 15, 1996 with the object of engaging in the business of construction and development of property. Prestige Garden Estates Private Limited does not undertake any business activity currently.

Our Company holds 10 % of the issued and paid up capital of Prestige Garden Estates Private Limited.

Prestige Golf Resorts Private Limited

Prestige Golf Resorts Private Limited, a company incorporated on August 7, 2007 was established with the object of owning and developing immovable property and does not currently carry out any business.

Our Promoters collectively hold 100% of the issued and paid up capital of Prestige Golf Resorts Private Limited.

Partnerships

Eureka Investments

Eureka Investments was originally formed pursuant to a partnership deed dated Mach 25, 1996 between Irfan Razack, Rezwan Razack, Zackria Hashim, Sirajuddin and Cubbon Estates Private Limited. The partnership was reconstituted as of March 31, 2001 between Irfan Razack, Rezwan Razack, Zackria Hashim, Sirajuddin, Farook Mahmood and Zahed Mahmood. It is engaged in the business of construction and development of real estate projects and holds certain immovable property in the project 'Eureka' in Bangalore**.**

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Promoters in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Irfan Razack	16.67
Rezwan Razack	16.66

Prestige Constructions

Prestige Constructions was originally formed pursuant to a partnership deed dated March 31, 1987 between Noaman Razack, Rabia Razack, Badrunissa Irfan and Almas Rezwan. The partnership was initially reconstituted on March 25, 1997 and finally reconstituted on November 6, 2009 between our Promoters and members of our Promoter Group. It was engaged in the business of construction and development of real estate projects and holds certain unsold immovable property in its project 'North West County'. It is currently not engaged in any business activity.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Promoters and Promoter Group in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Irfan Razack	20.84
Rezwan Razack	20.83
Noaman Razack	20.83

Langford Realtors

Langford Realtors was originally formed pursuant to a partnership deed dated April 9, 1990 between Irfan Razack and certain individuals. The partnership was reconstituted as of July 20, 1993 between Irfan Razack and certain others. It is not engaged in any business activity currently.

Profit and Loss Sharing Ratio

Irfan Razack shares 30.00% of the profit and loss of Langford Realtors.

Cunningham Investments

Cunningham Investments was formed pursuant to a partnership deed dated February 18, 1993 between our Promoters, certain individuals and a trust. It was engaged the construction and development of 'Prestige Centre Point'. It is not engaged in any business activity currently.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Promoters in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Irfan Razack	10.00
Rezwan Razack	10.00
Noaman Razack	10.00

Colonial Estates

Colonial Estates was formed pursuant to a partnership deed dated December 1, 1994 between our Promoters. It is engaged in the business of construction and development of real estate projects and has paid advance for acquiring land in Bangalore.

Profit and Loss Sharing Ratio

Our Promoters are to share equally in the profit and loss of the firm.

Castlewood Investments

Castlewood Investments was originally formed pursuant to a partnership deed dated July 8, 1991 between the Late S. Razack, Irfan Razack, Rezwan Razack and Aslam Fazal. The partnership was initially reconstituted on April 1, 1995 and finally reconstituted on November 6, 2009 between our Promoters. It was engaged in the development of the project 'Glen Morgan' in Bangalore. The project has been developed and sold completely. It is not engaged in any business activity currently.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Promoters in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Irfan Razack	33.33
Rezwan Razack	33.33
Noaman Razack	33.33

Fifth Avenue

Fifth Avenue was formed pursuant to a partnership deed dated February 4, 1988 between Al-Ameen Housing Development Company Limited, Irfan Razack, Rezwan Razack, Farah Builders Private Limited, Farah Polysacks

Private Limited and certain individuals. Fifth Avenue was engaged in the construction and development of the project 'Fifth Avenue' in Bangalore. The project has been completely sold. It does not undertake any business activity currently.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Promoters in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Irfan Razack	10.00
Rezwan Razack	10.00

Nebula Investments

Nebula Investments was formed pursuant to a partnership deed dated December 10, 2009 between Irfan Razack, Rezwan Razack, Noaman Razack, Rafiq Mahmood, Asma Akthar and Suhaib Ahmed. It is engaged in the business of construction, real estate, purchase, sale and lease of immovable properties. Presently it has purchased commercial units in Prestige Nebula II to lease the premises to prospective tenants.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Promoters in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Irfan Razack	16.67
Rezwan Razack	16.67
Noaman Razack	16.66

P.H.R. Developers

P.H.R. Developers was originally formed pursuant to a partnership deed dated Mach 9, 1996 between Irfan Razack, Rezwan Razack, and Ayesha Rahman. The partnership was reconstituted as of March 25, 1997 between Irfan Razack and Rezwan Razack. It was engaged on a contract basis for the construction of 'Amarnath House' in Bangalore. It is not engaged in any business activity currently.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Promoters in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Irfan Razack	50.00
Rezwan Razack	50.00

23 Carat

23 Carat was formed pursuant to a partnership deed dated January 10, 2008 between Sana Rezwan and Rezwan Razack It is engaged in retail business in luxury brands.

Profit and Loss Sharing Ratio

Our Promoter has 25.00% interest in the profit and loss of the firm.

Prestige Realty Ventures

Prestige Realty Ventures was formed pursuant to a partnership deed dated January 8, 2009 between Irfan Razack,

member of our Promoter Group and certain individuals. The partnership was initially reconstituted on April 1, 2009 and finally reconstituted as of September 1, 2009 between our Promoters, our Company, members of our Promoter Group and certain individuals. It is engaged in the business of construction and development of real estate projects and holds developable land.

Profit and Loss Sharing Ratio

The profit and loss sharing ratio of our Company and our Promoter in the firm is as follows:

Name of Partners	Profit & Loss Sharing Ratio (%)
Irfan Razack	0.84
Prestige Estates Projects Limited	21.00

Trusts

Razack Sattar Family Trust

Razack Sattar Family Trust is a private family trust under the deed of declaration of trust dated April 13, 1984. The object of the trust is to provide for the maintenance and well being of the beneficiaries. Irfan Razack and Rezwan Razack are trustees of the Razack Sattar Family Trust.

India Learning Foundation

India Learning Foundation is an educational and charitable trust. The object of the trust is to advance and promote learning and impart education. Our Promoters along with certain individuals are trustees of the India Learning Foundation. India Learning Foundation is currently engaged in the operations and management of the Inventure Academy.

Educate India Foundation

Educate India Foundation is an educational trust. The object of the trust is to establish and maintain educational institutions. Our Promoters along with certain individuals are the trustees of Educate India Foundation. Educate India Foundation owns the land and building where Inventure Academy is being operatedand derives rental income.

Educate India Trust

Educate India Trust is an educational trust under the deed of trust dated March 23, 2004. The object of the trust is to advance and promote learning and impart education. Our Promoters are trustees of the Educate India Trust.

Prestige Foundation

Prestige Foundation is a charitable trust under the deed of trust dated May 17, 2006. The object of the trust is to provide relief to the poor, impart education to the urban poor and to provide socio-economic relief. Our Promoters are the trustees of the Prestige Foundation.

Other Confirmations

Further, Group Entities have further confirmed that they have not been declared as wilful defaulters by the RBI or any other governmental authority and there are no violations of securities laws committed by them in the past and no proceedings pertaining to such penalties are pending against them.

Additionally, none of the Group Entities have been restrained from accessing the capital markets for any reasons by the SEBI or any other authorities.

Litigation

For details relating to the legal proceeding involving the Promoters and Group Entities, see "Outstanding Litigation and Defaults" on page 424.

Common Pursuits

Some of our Group Entities have common pursuits and are involved in the construction and real estate sector. We shall adopt necessary procedures and practices as permitted by law to address any conflict situations, as and when they may arise. For, further details on the related party transactions, to the extent of which our Company is involved, see "Related Party Transactions" on page 266.

Sick Company

None of the Group Entities have become sick companies under the Sick Industrial Companies Act, 1985 and no winding up proceedings have been initiated against them. Further no application has been made, in respect of any of the Group Entities, to the Registrar of Companies for striking off their names. Additionally, none of our Group Entities have become defunct in the five years preceding the filing of this Red Herring Prospectus.

DIVIDEND POLICY

Under the Companies Act, the Company can pay dividends upon a recommendation by its board of directors and approval by a majority of the shareholders at the annual general meeting, who have the right to decrease but not to increase the amount of the dividend recommended by the board of directors. The dividends may be paid out of profits of a company in the year in which the dividend is declared or out of the undistributed profits or reserves of previous Fiscal years or out of both. The Articles of Association of the Company also gives the discretion to the Board of Directors to declare and pay interim dividends without shareholder's approval at an annual general meeting.

The Company does not have any formal dividend policy for the shares. We have not declared or paid out any dividends till date.

SECTION V – FINANCIAL STATEMENTS

FINANCIAL INFORMATION OF PRESTIGE ESTATES PROJECTS LIMITED

CONSOLIDATED FINANCIAL INFORMATION OF PRESTIGE ESTATES PROJECTS LIMITED

The Board of Directors
Prestige Estates Projects Limited
No 1, Falcon House
Main Guard Cross Road
Bangalore – 560 001

Dear Sirs,

Re: Public issue of Equity Shares of Prestige Estates Projects Limited

We have examined the Consolidated Financial Information of Prestige Estates Projects Limited ('the Company'), and its subsidiaries, joint ventures and associates (the Company and its subsidiaries, joint ventures and associates constitute 'the Group'), annexed to this report for the purpose of inclusion in the Offer document and initialed by us for identification. The Consolidated Financial Information, prepared by the Company and approved by the Board of Directors, has been prepared in accordance with:

a) paragraph B (1) of Part II of Schedule II to the Companies Act, 1956 ('the Act');

b) Securities and Exchange Board of India ('SEBI') – Issue of Capital and Disclosure Requirements Regulation, 2009 (the 'ICDR Regulations') notified on August 26, 2009, as amended from time to time;

c) Guidance Note on Reports in Company Prospectuses (Revised) issued by the Institute of Chartered Accountants of India ('ICAI');

d) the terms of reference received from the Company requesting us to carry out work in connection with the offer document being issued by the Company in connection with its Proposed Initial Public Offer ('IPO') of Equity Shares.

Financial Information as per the Audited Financial Statements

1. We have examined the attached 'Consolidated Summary Statement of Assets and Liabilities as restated' of the Company as at March 31,2006, 2007, 2008, 2009 ,2010 and as at June 30, 2010 (Annexure 1), the attached 'Consolidated Summary Statement of Profits and Losses as restated' for each of the years ended March 31, 2006, 2007, 2008, 2009 ,2010 and for the three months period ended June 30, 2010 (Annexure 2) and the attached 'Consolidated Cash Flow Statement as restated' for the each of the years ended March 31, 2006, 2007, 2008 2009, 2010 and for the three months period ended June 30, 2010 (Annexure 3), together referred to as 'Consolidated Summary Statements as restated'.

   These Consolidated Summary Statements as restated have been extracted from the Consolidated financial statements for the years ended March 31, 2006, 2007, 2008, 2009, 2010 and for the three months period ended June 30, 2010 adopted by the Board of Directors and audited by us for those respective years.

   We did not audit the financial statements of certain of subsidiaries, joint ventures and associates whose financial statements reflect the following information as considered in the consolidated financial statements:

   (Rs in Millions)

Particulars	As at and for the three months period ended June 30	As at and for the years ended March 31,				
	2010	2010	2009	2008	2007	2006
Number of Subsidiaries	17	18	16	12	7	4
Total Assets (net of current liabilities and provisions)	4,127.84	4,050.11	5,237.00	4,710.98	862.32	630.67
Revenues	299.91	718.73	283.97	222.61	193.91	147.57
Net Cash flow outflows / (inflows)	(0.68)	419.00	(21.62)	(603.92)	(8.64)	35.30
Number of Joint ventures	3	3	1	-	-	-
Total Assets (net of current liabilities and provisions)	125.51	120.21	88.25	-	-	-
Revenues	1.04	0.54	-	-	-	-
Net Cash flow outflows / (inflows)	0.93	2.89	(0.04)	-	-	-
Number of Associates	12	12	11	9	5	3
Group's share of profit / (loss) of associates(net)	21.78	421.14	97.29	160.32	(75.62)	6.48

These financial statements have been audited by other auditors, details where of is given in Annexure A and whose report has been furnished to us, and our opinion in so far as it relates to the amounts included in respect of these subsidiaries, joint ventures and associates is based solely on the reports of other auditors;

Based on our examination of these Consolidated Summary Statements as Restated, we state that:

a) Annexure 1 contains the Consolidated Summary Statement of Assets and Liabilities, as restated of the Company as at March 31, 2006, 2007, 2008, 2009, 2010 and as at June 30, 2010;

b) Annexure 2 contains the Consolidated Summary Statement of Profits and Losses , as restated of the Company for each of the years ended March 31, 2006, 2007, 2008, 2009 , 2010 and for the three months period ended June 30, 2010;

c) Annexure 3 contains the Consolidated Cash Flow Statement, as restated for each of the years ended March 31, 2006, 2007, 2008, 2009,2010 and for the three months period ended June 30, 2010;

d) Annexure 4 contains the Summary of adjustments made in the Consolidated Summary Statements, which have been restated with retrospective effect to reflect the significant accounting policies being adopted by the Company as at June 30, 2010;

e) The Consolidated Summary Statements as restated have to be read in conjunction with the 'Significant Accounting Policies and Notes to Consolidated Summary Statement as restated' given in Annexure 5 to this report;

f) The Consolidated Summary Statements as restated, have been restated with retrospective effect to reflect the Significant Accounting policies being adopted by the Company as at June 30, 2010;

g) The restated profits/losses have been arrived at after making such adjustments and regroupings as in our opinion are appropriate in the year / period to which they relate;

h) There are no extraordinary items that need to be disclosed separately in the Consolidated Summary Statements as restated and

i) There are no qualifications in the auditors' report on the financial statements that require adjustments to the Consolidated Summary Statements as restated.

Other Financial Information

2. We have examined the following information as at and for each of the years ended March 31, 2006, 2007, 2008, 2009, 2010 and for the three months period ended June 30, 2010 of the Company, proposed to be included in the Offer document, as approved by the Board of Directors and annexed to this report:

a) Annexure 6 contains Consolidated Schedule of Fixed Assets, as restated;

b) Annexure 7 contains Consolidated Schedule of Investments, as restated;

c) Annexure 8 contains Consolidated Schedule of Inventories, as restated;

d) Annexure 9 contains Consolidated Schedule of Sundry Debtors, as restated ;

e) Annexure 10 contains Consolidated Schedule of Cash and Bank Balances, as restated;

f) Annexure 11 contains Consolidated Schedule of Loans and Advances, as restated;

g) Annexure 12A contains Consolidated Schedule of Secured and Unsecured Loans as restated;

h) Annexure 12B contains Details of Secured and Unsecured Loans.

i) Annexure 13 contains Consolidated Schedule of Current Liabilities and Provisions, as restated;

j) Annexure 14A contains Consolidated Schedule of Share Capital, as restated;

k) Annexure 14B contains Consolidated Schedule of Reserves and Surplus, as restated;

l) Annexure 15 contains Consolidated Schedule of Other Income as restated;

m) Annexure 16 contains Consolidated Schedule of Contingent Liabilities and Commitments as restated;

n) Annexure 17 contains Schedule of Related Party Transactions as restated;

o) Annexure 18 contains Summary of Major Accounting ratios.

3. We have examined the Capitalisation Statement as at June 30, 2010 included in Annexure 19.

4. The Company has not paid any dividend to its shareholders during each of the years ended March 31, 2006, 2007, 2008, 2009, 2010 and during the three months period ended June 30, 2010, hence the information regarding the rates of dividend in respect of each class of shares has not been disclosed.

5. In our opinion, the 'Financial Information as per Audited Financial Statements' and 'Other Financial Information' mentioned above as at and for each of the years ended March 31, 2006, 2007, 2008, 2009, 2010 and for the three months period ended June 30, 2010 have been prepared in accordance with Part II of schedule II of the Act and the ICDR Regulations.

This report neither should not in any way be construed as a reissuance or redating of any of the previous audit reports nor should this be construed as a new opinion on any of the Financial Statements referred to

herein. We have no responsibility to update our report for events and circumstances occurring after the date of this report.

This report is intended solely for your information and for inclusion in the offer document in connection with the proposed IPO of the Company and is not to be used, referred to or distributed for any other purpose without our prior written consent.

for Deloitte Haskins & Sells
Chartered Accountants
Regn. No.: 008072S

S. Ganesh
Partner
M. No: 204108

Place: Bangalore
Date: September 16, 2010

Annexure A

Year wise details of the entities which have been audited by other auditors:

A. Year ended March 31, 2006

Name of the Entity	Relationship of the entity with the Issuer company	Name of the Auditor Firm	Whether Partnership firm / Proprietorship	Firm Registration number	Name of the Partner / Proprietor	Partner / Proprietor Membership Number
Brunton Developers	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Albert Properties	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Bannerghatta Properties	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Silverline Estates	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Nottinghill Investments	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Hitech Properties	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Leisure Resorts Private Limited	Subsidiary Company	Walker, Chandiok & Co.	Firm	001076N	Santosh Kumar	092253

B. Year ended March 31, 2007

Name of the Entity	Relationship of the entity with the Issuer company	Name of the Auditor Firm	Whether Partnership firm / Proprietorship	Firm Registration number	Name of the Partner / Proprietor	Partner / Proprietor Membership Number
Brunton Developers	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Albert Properties	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Bannerghatta Properties	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Silverline Estates	Associate Firm	MSSV & Co.	Firm	001987S	D R Venkatesh	25087
Prestige Nottinghill Investments	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Eden Investments & Estates	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Hitech Properties	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Leisure Resorts Private Limited	Subsidiary Company	Walker, Chandiok & Co.	Firm	001076N	Aashish Arjun Singh	210122
Village De Nandi Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Downhill Resorts Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Pennar Hotels & Resorts Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Babji Realtors Private Limited	Associate Company	G.V. Suryanarayana Murthi	Proprietor	Not Applicable	G.V. Suryanaraya na Murthi	26855

C. Year ended March 31, 2008

Name of the Entity	Relationship of the entity with the Issuer company	Name of the Auditor Firm	Whether Partnership firm / Proprietorship	Firm Registration number	Name of the Partner / Proprietor	Partner / Proprietor Membership Number
Brunton Developers	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Albert Properties	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Bannerghatta Properties	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Whitefield Developers	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Silverline Estates	Associate Firm	MSSV & Co.	Firm	001987S	D R Venkatesh	25087
Prestige Nottinghill Investments	Associate Firm	MSSV & Co.	Firm	001987S	D R Venkatesh	25087
Prestige Ozone Properties	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige KRPL Techpark	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Eden Investments & Estates	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Hitech Properties	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Mangalore Retail Ventures Private Limited	Subsidiary Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Prestige Mysore Retail Ventures Private Limited	Subsidiary Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Prestige Whitefield Investments & Developers Pvt Ltd	Subsidiary Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Prestige Leisure Resorts Private Limited	Subsidiary Company	Walker, Chandiok & Co.	Firm	001076N	Aashish Arjun Singh	210122
Village De Nandi Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Foothill Resorts Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Downhill Resorts Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Pennar Hotels & Resorts Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Golf Resorts Private Limited	Subsidiary Company	G.S.A. Kumar & Associates	Proprietor	005804S	G.S. Arun Kumar	201503
Babji Realtors Private Limited	Associate Company	G.V. Suryanarayana Murthi	Proprietor	Not Applicable	G.V. Suryanarayana Murthi	26855
Prestige Garden Constructions Private Limited	Associate Company	BSR & Co	Firm	128510W	Vijay Chawla	209934

D. Year ended March 31, 2009

Name of the Entity	Relationship of the entity with the Issuer company	Name of the Auditor Firm	Whether Partnership firm / Proprietorship	Firm Registration number	Name of the Partner / Proprietor	Partner / Proprietor Membership Number
Brunton Developers	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Albert Properties	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Bannerghatta Properties	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Whitefield Developers	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Silverline Estates	Associate Firm	MSSV & Co.	Firm	001987S	D R Venkatesh	25087
Prestige Nottinghill Investments	Associate Firm	MSSV & Co.	Firm	001987S	D R Venkatesh	25087
Prestige Ozone Properties	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige KRPL Techpark	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Eden Investments & Estates	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Hitech Properties	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Mangalore Retail Ventures Private Limited	Subsidiary Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Prestige Mysore Retail Ventures Private Limited	Subsidiary Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Prestige Whitefield Investments & Developers Pvt Ltd	Subsidiary Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Prestige Leisure Resorts Private Limited	Subsidiary Company	Walker, Chandiok & Co.	Firm	001076N	Aashish Arjun Singh	210122
Northland Holding Company Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Village De Nandi Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Foothill Resorts Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Downhill Resorts Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Pennar Hotels & Resorts Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Golf Resorts Private Limited	Subsidiary Company	G.S.A. Kumar & Associates	Proprietor	005804S	G.S. Arun Kumar	201503
Prestige Shanthinikethan Leisures Private Limited	Subsidiary Company	G.S.A. Kumar & Associates	Proprietor	005804S	G.S. Arun Kumar	201503

Name of the Entity	Relationship of the entity with the Issuer company	Name of the Auditor Firm	Whether Partnership firm / Proprietorship	Firm Registration number	Name of the Partner / Proprietor	Partner / Proprietor Membership Number
Team United Engineers (India) Private Limited	Subsidiary Company	Sanjay Mutha & Co.	Proprietor	003670S	Sanjay Mutha	23342
Valdel Xtent Outsourcing Solutions Private Limited	Subsidiary Company	Suresh & Co.	Firm	004255S	D S Vivek	206122
Prestige Garden Constructions Private Limited	Associate Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Babji Realtors Private Limited	Associate Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Prestige Projects Private Limited	Associate Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
City Properties Maintenance Company Bangalore Ltd	Associate Company	C J & Co.	Firm	010135S	Chandrahasa K	026210
CapitaLand Retail Prestige Mall Management Pvt Ltd	Associate Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
RRR Investments	Joint Venture Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467

E. Year ended March 31, 2010

Name of the Entity	Relationship of the entity with the Issuer company	Name of the Auditor Firm	Whether Partnership firm / Proprietorship	Firm Registration number	Name of the Partner / Proprietor	Partner / Proprietor Membership Number
Brunton Developers	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Albert Properties	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Bannerghatta Properties	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Property Management and Services	Subsidiary Firm	K. Kotresh & Co.	Firm	001426S	Sunil Kumar Garg	52589
Silver oak Projects	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Interiors	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Whitefield Developers	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Silverline Estates	Associate Firm	MSSV & Co.	Firm	001987S	D R Venkatesh	25087
Prestige Nottinghill Investments	Associate Firm	MSSV & Co.	Firm	001987S	D R Venkatesh	25087
Prestige Ozone Properties	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige KRPL Techpark	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Eden Investments & Estates	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Hitech Properties	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467

Name of the Entity	Relationship of the entity with the Issuer company	Name of the Auditor Firm	Whether Partnership firm / Proprietorship	Firm Registration number	Name of the Partner / Proprietor	Partner / Proprietor Membership Number
Reality Ventures	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Mangalore Retail Ventures Private Limited	Subsidiary Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Prestige Mysore Retail Ventures Private Limited	Subsidiary Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Prestige Whitefield Investments & Developers Pvt Ltd	Subsidiary Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Northland Holding Company Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Village De Nandi Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Foothill Resorts Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Downhill Resorts Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Pennar Hotels & Resorts Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Golf Resorts Private Limited	Subsidiary Company	G.S.A. Kumar & Associates	Proprietor	005804S	G.S. Arun Kumar	201503
Prestige Shanthinikethan Leisures Private Limited	Subsidiary Company	G.S.A. Kumar & Associates	Proprietor	005804S	G.S. Arun Kumar	201503
Team United Engineers (India) Private Limited	Subsidiary Company	Sanjay Mutha & Co.	Proprietor	003670S	Sanjay Mutha	23342
Valdel Xtent Outsourcing Solutions Private Limited	Subsidiary Company	Suresh & Co.	Firm	004255S	D S Vivek	206122
Prestige Projects Private Limited	Associate Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Garden Constructions Private Limited	Associate Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Babji Realtors Private Limited	Associate Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
City Properties Maintenance Company Bangalore Ltd	Associate Company	C J & Co.	Firm	010135S	Chadrahasa K	026210
Prestige Garden Resorts Private Limited	Joint Venture Company	Mark D'Souza & Co.	Proprietor	002014S	Mark D'Souza	27542
CapitaLand Retail Prestige Mall Management Pvt Ltd	Joint venture Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
RRR Investments	Joint Venture Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467

F. Period ended June 30, 2010

Name of the Entity	Relationship of the entity with the Issuer company	Name of the Auditor Firm	Whether Partnership firm / Proprietorship	Firm Registration number	Name of the Partner / Proprietor	Partner / Proprietor Membership Number
Brunton Developers	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Albert Properties	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Property Management and Services	Subsidiary Firm	K. Kotresh & Co.	Firm	001426S	Sunil Kumar Garg	52589
Silver oak Projects	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Interiors	Subsidiary Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Whitefield Developers	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Silverline Estates	Associate Firm	MSSV & Co.	Firm	001987S	D R Venkatesh	25087
Prestige Nottinghill Investments	Associate Firm	MSSV & Co.	Firm	001987S	D R Venkatesh	25087
Prestige Ozone Properties	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige KRPL Techpark	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Eden Investments & Estates	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Hitech Properties	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Reality Ventures	Associate Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Mangalore Retail Ventures Private Limited	Subsidiary Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Prestige Mysore Retail Ventures Private Limited	Subsidiary Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Prestige Whitefield Investments & Developers Pvt Ltd	Subsidiary Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Northland Holding Company Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S -	M.S. Babu Rao	201467
Village De Nandi Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Foothill Resorts Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Downhill Resorts Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Pennar Hotels & Resorts Private Limited	Subsidiary Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
Prestige Golf Resorts Private Limited	Subsidiary Company	G.S.A. Kumar & Associates	Proprietor	-005804S	G.S. Arun Kumar	201503
Prestige Shanthinikethan Leisures Private	Subsidiary Company	G.S.A. Kumar & Associates	Proprietor	-005804S	G.S. Arun Kumar	201503

Name of the Entity	Relationship of the entity with the Issuer company	Name of the Auditor Firm	Whether Partnership firm / Proprietorship	Firm Registration number	Name of the Partner / Proprietor	Partner / Proprietor Membership Number
Limited						
Team United Engineers (India) Private Limited	Subsidiary Company	Sanjay Mutha & Co.	Proprietor	003670S	Sanjay Mutha	23342
Valdel Xtent Outsourcing Solutions Private Limited	Subsidiary Company	Suresh & Co.	Firm	004255S	D S Vivek	206122
Prestige Garden Constructions Private Limited	Associate Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Babji Realtors Private Limited	Associate Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
Prestige Projects Private Limited	Associate Company	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467
City Properties Maintenance Company Bangalore Ltd	Associate Company	C J & Co.	Firm	010135S	Chadrahasa K	026210
Prestige Garden Resorts Private Limited	Joint Venture Company	Mark D'Souza & Co.	Proprietor	002014S	Mark D'Souza	27542
CapitaLand Retail Prestige Mall Management Pvt Ltd	Joint Venture Company	BSR & Co	Firm	128510W	Vijay Chawla	209934
RRR Investments	Joint Venture Firm	M.S.B. Rao & Co.	Proprietor	006072S	M.S. Babu Rao	201467

Annexure 1 - Consolidated Summary Statement of Assets & Liabilities, as restated							
							(Amount in Rs. Million)
		As at June	As at March 31,				
		30, 2010	2010	2009	2008	2007	2006
FIXED ASSETS							
Gross Block		14,673.64	11,307.39	10,679.40	7,441.18	3,565.57	2,906.19
Less : Accumulated depreciation		2,526.32	2,065.47	1,541.71	1,147.86	879.51	683.12
Net Block		**12,147.32**	**9,241.92**	**9,137.69**	**6,293.32**	**2,686.06**	**2,223.07**
Capital Work in Progress		3,460.17	2,053.93	1,308.58	3,265.84	720.69	368.35
Total	**A**	**15,607.49**	**11,295.85**	**10,446.27**	**9,559.16**	**3,406.75**	**2,591.42**
Goodwill (arising on consolidation)	**B**	1,188.85	1,098.36	1,080.74	968.85	632.81	96.75
INVESTMENTS	**C**	1,661.93	1,608.61	1,124.57	1,707.33	1,245.33	869.97
Deferred tax (liability) / Asset (net)	**D**	(17.42)	(2.38)	(30.69)	6.80	(4.77)	(10.99)
CURRENT ASSETS, LOANS AND ADVANCES							
Interest accrued but not due		8.86	3.77	2.94	1.16	0.58	0.34
Inventory		12,889.49	12,501.91	9,785.87	7,681.42	9,164.31	4,831.46
Sundry debtors		3,930.70	3,627.46	2,489.55	1,269.78	1,713.88	942.96
Cash and bank balances		1,055.30	1,729.08	1,409.55	903.05	231.76	336.11
Loans and advances		6,998.07	6,403.86	5,787.56	7,143.56	4,793.12	3,084.81
Total	**E**	**24,882.42**	**24,266.08**	**19,475.47**	**16,998.97**	**15,903.65**	**9,195.68**
Total (A+B+C+D+E)	**F**	**43,323.27**	**38,266.52**	**32,096.36**	**29,241.11**	**21,183.77**	**12,742.83**
LIABILITIES AND PROVISIONS							
Secured Loans		17,765.38	13,891.95	8,684.31	7,593.64	4,634.29	1,848.55
Unsecured Loans		2,434.16	2,122.97	2,440.33	1,543.36	779.59	629.59
Current Liabilities & Provisions		12,642.37	11,892.64	12,481.13	12,749.84	13,232.07	8,907.74
Total	**G**	**32,841.91**	**27,907.57**	**23,605.77**	**21,886.84**	**18,645.95**	**11,385.89**
Minority Interest	**H**	**2,700.99**	**2,721.40**	**2,305.32**	**2,324.37**	**724.68**	**147.40**
Net Worth (F -G -H)	**I**	**7,780.37**	**7,637.55**	**6,185.27**	**5,029.90**	**1,813.14**	**1,209.54**
Net Worth represented by							
Share capital		2,625.00	2,625.00	125.00	125.00	125.00	125.00
Reserves & surplus		5,155.37	5,012.55	6,060.27	4,904.90	1,688.14	1,084.54
Total		**7,780.37**	**7,637.55**	**6,185.27**	**5,029.90**	**1,813.14**	**1,209.54**

The accompanying Significant Accounting Policies as adopted by the Company and Notes to the Unconsolidated Summary Statements as restated (Annexure 5) and Statement of cash flows as restated (Annexure 3) are an integral part of this statement.

Annexure 2 - Consolidated Summary Statement of Profits and Losses, as restated						
						(Amount in Rs. Million)
	For the period ended June 30, 2010	For the year ended March 31,				
		2010	2009	2008	2007	2006
INCOME						
Income from operations						
- Residential & Commercial projects	2,117.24	8,061.73	7,504.49	8,198.72	3,053.18	3,532.87
- Contractural projects	83.38	-	1.64	81.80	286.67	475.39
- Facilities, rental and maintenance income	247.91	787.79	506.62	372.79	301.35	289.82
- Property rental income	591.06	1,394.91	968.39	1,087.09	568.18	365.93
Other income	54.97	615.69	180.37	125.01	62.05	79.28
Gain on derivative transaction	-	-	-	27.22	-	-
	3,094.56	**10,860.12**	**9,161.51**	**9,892.63**	**4,271.43**	**4,743.29**
EXPENDITURE						
Cost of residential and commercial projects	1,698.87	6,239.01	5,234.52	6,967.40	2,335.88	3,123.46
Cost of contractual projects	74.98	-	1.04	75.18	245.22	421.12
Facilities operating expenses	45.94	141.42	116.22	74.15	80.19	61.34
Property expenses	269.87	652.73	327.92	558.32	116.03	104.07
Employee cost	155.71	490.42	314.23	242.94	173.73	113.30
General & Administrative expenses	83.16	364.04	287.21	342.20	234.32	192.58
Selling expenses	69.05	120.60	110.98	118.57	83.47	53.66
Finance charges						
- Interest (Net)	269.85	782.52	688.64	454.76	204.01	45.00
- Loss on Derivative transaction	-	-	651.55	-	-	-
Preliminary expenses written off	-	1.80	0.27	0.04	0.21	-
Depreciation	147.32	490.57	398.31	268.58	191.20	194.37
Total	**2,814.75**	**9,283.11**	**8,130.89**	**9,102.14**	**3,664.26**	**4,308.90**
Profits before tax and extraordinary items	**279.81**	**1,577.00**	**1,030.62**	**790.49**	**607.17**	**434.39**
Extra ordinary items			**-**	**-**	**-**	**-**
Provision for taxation						
- current tax	92.12	329.98	281.85	242.39	208.20	148.52
- Income tax pertaining to earlier years	-	(21.09)	1.22	13.36	10.79	2.11
- deferred tax	15.03	(26.37)	36.74	(10.36)	(6.22)	(23.71)
- fringe benefit tax	-	-	3.50	3.49	3.49	2.14
Profit after Tax and extraordinary items	**172.66**	**1,294.48**	**707.31**	**541.61**	**390.91**	**305.33**
Transition adjustment for Employee benefits arising out of adoption of AS 15 (revised)	-	-	-	(2.37)	-	-
Share of Profit / (Loss) from Associates (Net)	(6.17)	171.74	23.40	124.70	(69.00)	71.96
Adjustment arising on consolidation	(19.61)	(28.43)	0.65	0.26	5.53	-
Profit after tax (before adjustment of Minority Interest)	**146.88**	**1,437.79**	**731.36**	**664.21**	**327.44**	**377.29**
Share of Minority Interest - (Profit) \ Loss	(0.76)	35.71	41.78	(5.00)	(20.90)	(10.28)
Profit after tax and Minority Interest, as per audited financial statements	**146.12**	**1,473.50**	**773.14**	**659.21**	**306.54**	**367.01**
Adjustments made on account of restatement:						
Changes in accounting policy and prior period items (Refer Annexure 4)	-	-	-	-	-	(46.59)
Income tax (Refer Annexure 4)	-	(21.09)	1.34	15.83	33.47	(60.75)
Current tax impact of adjustments	-	-	-	-	-	15.68
Total of adjustments after tax	**-**	**(21.09)**	**1.34**	**15.83**	**33.47**	**(91.65)**
Net Profit for the year / period as restated	**146.12**	**1,452.41**	**774.48**	**675.04**	**340.01**	**275.36**
Add: Balance brought forward from previous year	**1,717.40**	**2,645.78**	**1,871.30**	**1,196.26**	**856.25**	**580.89**
Less: Adjusted against issue of bonus shares	-	(2,380.79)	-	-	-	-
Less : Dividend Distribution tax	(3.30)	-	-	-	-	-
Transfer to General Reserve	(1.66)	-	-	-	-	-

Balance carried forward	**1,858.56**	**1,717.40**	**2,645.78**	**1,871.30**	**1,196.26**	**856.25**

The accompanying Significant Accounting Policies as adopted by the Company and Notes to the Unconsolidated Summary Statements as restated (Annexure 5) and Statement of cash flows as restated (Annexure 3) are an integral part of this statement.

Annexure 3 - Consolidated Cash Flow Statement, as restated						
						(Amount in Rs. Million)
Particulars	For the period ended June 30, 2010	For the year ended March 31, 2010	2009	2008	2007	2006
Cash flow from operating activities						
Profits before taxation	**279.81**	**1,577.00**	**1,030.62**	**790.49**	**607.17**	**434.39**
Add: Adjustments for						
Depreciation	147.32	490.57	398.31	268.58	191.20	194.37
Preliminary Expenses	-	1.80	0.27	0.04	0.21	-
Provision for bad debts	-	7.00	(0.01)	-	-	10.00
Dimunition in value of investments	-	-	0.16	-	5.03	0.32
Provision for wealth tax	-	-	-	-	-	0.22
	147.32	**499.37**	**398.73**	**268.62**	**196.44**	**204.91**
Add : Expenses/debits considered seperately						
Loss on sale of investments	-	5.76	1.94	-	-	-
Financial expenses	269.85	782.52	1340.19	427.54	204.01	45.00
Loss on sale of Fixed assets	-	23.26	-	-	-	9.31
	269.85	**811.54**	**1,342.13**	**427.54**	**204.01**	**54.31**
Less: Incomes / credits considered seperately						
Profit on sale of Investments	-	1.52	-	-	-	0.79
Interest income	17.06	84.92	50.80	66.03	34.91	10.18
Interest received Partner's Current account	-	-	-	-	1.36	1.25
Impairment in Investment written back	-	0.16	-	-	-	-
Dividend income	0.06	5.30	15.61	-	0.00	46.81
Profit on sale of fixed assets	5.21	273.00	13.62	1.07	4.15	0.04
	22.33	**364.90**	**80.03**	**67.10**	**40.42**	**59.07**
Operating profit before changes in working capital	**674.65**	**2,523.01**	**2,691.45**	**1,419.55**	**967.20**	**634.54**
Adjustments for:	-	-				
(Increase) / decrease in sundry debtors	(268.04)	(1,105.51)	(1,270.16)	471.58	(775.04)	(681.47)
(Increase) / decrease in inventories	(361.81)	(1,932.08)	(1,715.96)	1,453.88	(4,300.41)	(2,091.88)
(Increase) / decrease in loans and advances	(586.72)	(576.75)	1,342.11	(477.15)	(711.77)	(1,861.85)
Increase / (decrease) in current liabilities	(558.28)	(2,083.61)	(265.84)	(1,464.31)	4,626.28	3,249.25
Increase / (decrease) in preliminary expenses	-	(1.55)	-	-	-	-
Increase / (decrease) in provisions	229.01	106.23	(13.56)	541.02	(156.37)	147.01
	(1,545.84)	**(5,593.27)**	**(1,923.41)**	**525.02**	**(1,317.31)**	**(1,238.94)**
Cash generated from / used in operations	**(871.19)**	**(3,070.26)**	**768.04**	**1,944.57**	**(350.11)**	**(604.40)**
Direct taxes paid	(46.06)	(138.64)	(95.04)	(377.57)	(210.43)	(182.14)
Net cash generated from operating activities (A)	**(917.25)**	**(3,208.90)**	**673.00**	**1567.00**	**(560.54)**	**(786.54)**
Cash flow from investing activities						
Purchase of fixed assets	(766.07)	(1,543.80)	(1,298.18)	(6,276.40)	(383.78)	(277.50)
Sale proceeds of fixed assets	39.52	685.08	23.65	10.92	9.60	0.48
Inter corporate deposits given (Net)	07.48	359.01	278.91	(735.31)	172.16	23.50
Advance paid - purchase of shares (Net)	-	-	-	1,299.72	(552.10)	-
Advance paid - purchase of property	-	(4.20)	(14.50)	-	-	-
Investments made	(98.35)	(499.62)	(628.47)	(1,547.88)	(1,576.62)	(746.87)
Sales proceeds of Investments	-	62.09	604.89	755.03	43.67	776.51
Interest income	13.50	60.04	29.46	66.03	34.91	10.26
Dividend income	0.06	5.30	15.61	-	-	46.81
Net cash used in investing activities (B)	**(803.86)**	**(876.10)**	**(988.63)**	**(6,427.89)**	**(2,252.16)**	**(166.81)**

Cash flow from Financing activities						
Secured loan availed	1,394.19	20,508.76	4,199.53	4,870.32	3,926.61	747.30
Secured loan repaid	(911.86)	(14,697.21)	(4,052.45)	(1,268.66)	(1,405.68)	-
Unsecured loan taken	218.03	448.19	338.54	564.37	(47.83)	(81.90)
Repayment of Unsecured loan	(234.82)	(119.66)	(34.95)	(31.08)	(201.54)	-
Bank overdraft	-	(1,040.72)	940.88	(640.87)	264.79	377.07
Intercorporate deposits taken (Net)	26.60	147.67	591.85	(599.68)	404.43	83.45
(Increase)/Decrease in Current/Capital Account	(1.24)	102.79	62.48	(36.80)	(31.44)	(9.02)
Distribution tax on dividends paid to the Holding company	(23.41)					
Financial Expenses	(254.43)	(780.58)	(1,317.90)	(427.32)	(204.01)	(45.02)
Share / Debenture application money received by Subsidiary	74.65	(96.79)	77.80	392.48	-	-
Repayment of Debenture application money	-	(550.00)	-	-	-	-
Proceeds from issue of debentures by Subsidiary	165.19	439.66	-	829.20	-	-
Issue of shares including premium by Subsidiary	3.00	0.60	16.09	1,880.00	-	-
Net cash used in financing activities (C)	**455.90**	**4,362.71**	**821.87**	**5,531.96**	**2,705.33**	**1,071.88**
Net Increase/ (Decrease) in cash and cash equivalents (A+B+ C)	**(1,265.21)**	**277.71**	**506.24**	**671.07**	**(107.37)**	**118.53**
Cash and cash equivalents at the beginning of the year	1,729.07	1,409.55	903.05	231.76	336.11	217.58
Cash acquired on new acquisitions	591.44	41.82	0.26	0.22	3.02	-
Cash and cash equivalents at the end of the year	**1,055.30**	**1,729.08**	**1,409.55**	**903.05**	**231.76**	**336.11**
The cash and cash equivalents include deposits on lien not available for use by the Company	**438.14**	**361.93**	**118.80**	**74.98**	**0.25**	**11.55**

1. The above Cash flow statement has been prepared under the indirect method set out in AS-3 prescribed in Companies (Accounting Standards) Rules, 2006.

2. Previous period figures have been regrouped and recast wherever necessary to conform to the current period classification.

Rs. In million

Annexure 4 Summary of adjustment on account of change in accounting policies, prior period items and material items

Particulars	Explanatory Notes	For the period ended June 30, 2010	For the year ended March 31,				
			2010	2009	2008	2007	2006
Profit/(Loss) as per audited Accounts		146.12	1,473.50	773.14	659.21	306.54	367.01
Impact on changes in accounting policies	A (a)	-	-	-	-	-	**(46.72)**
Tax impact on the above		-	-	-	-	-	15.73
Impact on material adjustment and prior period items							
Miscellaneous expenditure	A(b)	-	-	-	-	-	0.13
Tax impact on the above		-	-	-	-	-	(0.04)
Provision for tax for earlier years	A(c)	-	(21.09)	1.35	15.83	33.47	(60.75)
Increase / (Decrease)		**-**	**(21.09)**	**1.35**	**15.83**	**33.47**	**(91.65)**
Adjusted Profit/(loss) as per restated Accounts		**146.12**	**1,452.41**	**774.49**	**675.04**	**340.01**	**275.36**

A **Explanatory Notes for these adjustments are discussed below:**

(a) **Revenue recognition:** During the year ended March 31, 2006 in accordance with the requirements under the 'Guidance Note on Recognition of Revenue by Real Estate Developers' issued by the Institute Of Chartered Accountants of India, the Company changed its method of recognition of revenue relating to real estate developmental projects from 'Completed Contracts Method ' to 'Percentage Completion Method' with effect from April 1, 2005. Accordingly revenues have been restated on Percentage Completion method and given effect to the opening balances brought forward.

(b) Miscellaneous expenditure being carried forward and charged to Profit and Loss account during the years ended March 31, 2006 and 2005 has been expensed in the year in which incurred and accordingly adjusted against the opening reserves.

(c) **Provision for tax for earlier years:** During the years ended March 31, 2010, 2009, 2008, 2007, 2006 and 2005 the Company adjusted tax liabilities pertaining to earlier years. Such provision for tax has been adjusted in the respective years to which they were related.

B **Other Items not adjusted:**

(a) **Employee Benefits:** Accounting Standard 15 (Revised 2005) on 'Employee Benefits' is applicable to the Company from April 1, 2007. Accordingly the liability for employee benefits has been calculated as per the revised Accounting Standard 15 for the year ended March 31, 2008. The additional provision for the earlier years has been adjusted against the opening reserves in accordance with transitional provision prescribed by the Accounting Standard.

Annexure -5 Significant accounting policies and Notes to Consolidated Summary Statement as restated

A SIGNIFICANT ACCOUNTING POLICIES

1 Basis for preparation of financial statements

The financial statements have been prepared under the historical cost convention in accordance with Indian Generally Accepted Accounting Principles (GAAP) on the accrual basis. GAAP comprises mandatory Accounting Standards under the relevant provisions of the Companies Act, 1956. These Accounting Policies have been consistently applied.

2 Principles of Consolidation

The consolidated financial statements relates to Prestige Estates Projects Limited ("the Company") and its subsidiaries, associates and joint ventures. The financial statements of the subsidiaries and associates used in the consolidation are drawn upto the same reporting date as of the company. The consolidated financial statements have been prepared on the following basis:

a) The financial statements of the Company and its subsidiary companies are combined line-by-line basis by adding together the book values of like items of assets, liabilities, income and expenses, after fully eliminating intra-group balances and intra-group transactions resulting in unrealized profits or losses in accordance with Accounting Standard (AS) 21 – "Consolidated Financial Statements" under the relevant provisions of the Companies Act, 1956.

b) In case of associates where the company directly or indirectly through subsidiaries holds more than 20% of equity, investments in associates are accounted for using equity method in accordance with AS – 23 "Accounting for Investments in Associates in Consolidated Financial Statements" under the relevant provisions of the Companies Act, 1956.

c) Investment in entities, firms, where there are jointly controlled economic activities, have been considered as joint ventures in accordance with Accounting Standard (AS 27) –"Financial Reporting of Interests in Joint Ventures" under the relevant provisions of the Companies Act, 1956.

d) The consolidated financial statements are prepared using uniform accounting policies for like transactions and other events in similar circumstances and are presented in the same manner as the company's separate financial statements.

e) Investments other than in subsidiaries, associates and joint ventures have been accounted as per AS – 13 "Accounting for Investments" under the relevant provisions of the companies Act, 1956.

f) The excess of cost to the Company of its investments in the subsidiary companies over its share of the equity of the subsidiary companies, at the dates on which the investment in the subsidiary companies were made, is recognized as 'Goodwill', being an asset in the Consolidated financial statements. Where the share of the equity in the subsidiary companies as on the date of investment is in excess of cost of investment of the company, it is recognized as 'Capital reserve' and shown under the head 'Reserves & Surplus'.

3 The companies / entities considered in the consolidated financial statements are:

Sl No	Name of the company / entity	As at June 30, 2010	Proportion of ownership interest as at March 31, 2010	2009	2008	2007	2006
I	**Subsidiaries**						
a)	Prestige Leisure Resorts Private Limited	57.45%	57.45%	57.45%	57.45%	57.45%	57.45 %
b)	ICBI (India) Private Limited	82.57%	82.57%	82.57%	82.57%	82.57%	82.57 %
c)	Prestige Valley View Estates Private Limited (wef March 20, 2007)	51.05%	51.05%	51.05%	51.05%	51.05%	-
d)	Exora Business Parks Private Limited (wef March 26, 2007)	55.00%	55.00%	60.00%	54.12%	54.12%	-
e)	Prestige Bidadi Holdings Private Limited (wef January 6, 2007)	59.94%	59.94%	59.94%	59.94%	94.00%	-
f)	Downhill Holiday Resorts Private	100.00%	100.00%	100.00%	100.00%	100.00%	-

	Limited (wef March 30, 2007)						
g)	Pennar Hotels & Resorts Private Limited (wef March 30,2007)	100.00%	100.00%	100.00%	100.00%	100.00%	-
h)	Village De Nandi Private Limited (wef March 30, 2007)	100.00%	100.00%	100.00%	100.00%	100.00%	-
i)	Prestige Construction Ventures Private Limited (wef July 16, 2007)	60.00%	60.00%	60.00%	60.00%	-	-
j)	Prestige Mangalore Retail Ventures Private Limited (wef December 12, 2007)	50.38%	50.38%	50.38%	50.38%	-	-
k)	Prestige Mysore Retail Ventures Private Limited (wef December 12, 2007)	50.99%	50.99%	50.99%	99.99%	-	-
l)	Prestige Whitefield Investment Developers Private Limited (wef January 3, 2008)	50.99%	50.99%	50.99%	50.99%	-	-
m)	Prestige Golf Resorts Private Limited (wef September 25, 2007)	-	-	100.00%	100.00%	-	-
n)	Foothill Resorts Private Limited (wef April 5, 2007)	100.00%	100.00%	100.00%	100.00%	-	-
o)	Team United Engineers (India) Pvt Ltd (wef December 27, 2008)	75.00%	75.00%	62.58%	-	-	-
p)	Valdel Xtent Outsourcing Pvt Ltd (wef July 2, 2008)	60.00%	60.00%	60.00%	-	-	-
q)	Prestige Shantiniketan Leisures Pvt Ltd (wef March 26, 2009)	98.40%	98.40%	98.36%	-	-	-
r)	Northland Holding Company Pvt Ltd (wef March 12, 2009)	99.99%	99.99%	99.99%	-	-	-
s)	West Palm Developments Pvt Ltd (wef September 23, 2009)	53.50%	53.50%	-	-	-	-
t)	Cessna Garden Developers Pvt Ltd (wef April 11, 2010)	60.00%	-	-	-	-	-
II	**Associates**						
a)	Prestige Amusements Private Limited	45.45%	45.45%	45.45%	45.45%	45.45%	45.45 %
b)	West Palm Developments Pvt Ltd (Upto September 22, 2009)	-	32.22%	32.22%	30.69%	30.69%	30.69 %
c)	Prestige Valley View Estates Private Limited (upto March 20, 2007)	-	-	-	-	-	35.81 %
d)	Prestige Garden Constructions Private Limited	35.00%	35.00%	22.98%	22.98%	29.96%	29.96 %
e)	Babji Realtors Pvt. Ltd (wef April 10, 2006)	24.50%	24.50%	49.00%	49.00%	49.00%	-
f)	Prestige Projects Pvt Ltd (wef June 13, 2008)	32.68%	32.68%	32.68%	-	-	-
g)	City Properties Maintenance Company Bangalore Ltd (December 2, 2008)	45.00%	45.00%	45.00%	-	-	-
h)	Cessna Garden developers Private Ltd (wef September 22, 2009) & (upto April 11, 2010, Subsidiary thereafter)	-	35.00%	-	-	-	-
III	**Joint Ventures**						
a)	Prestige Garden Resorts Pvt Ltd (Joint Venture w.e.f September 23, 2009)	50.00%	50.00%	-	-	-	-

	b)	CapitaLand Retail Prestige Mall Management Pvt Ltd (Joint Venture considering joint control wef January 1, 2010)	50.00%	50.00%	-	-	-	-
		Partnership Firms:						
	I	**Partnership Firms with Majority control**						
	a)	Brunton Developers	92.50%	92.50%	92.50%	92.50%	92.50%	87.50 %
	b)	Albert Properties	88.00%	88.00%	88.00%	88.00%	88.00%	88.00 %
	c)	Bannerghatta Properties (upto March 26, 2010)	-	-	60.00%	60.00%	60.00%	60.00 %
	d)	Prestige Property Management & Services (wef September 01, 2009)	97.00%	97.00%	-	-	-	-
	e)	Prestige Interiors (wef September 01, 2009)	97.00%	97.00%	-	-	-	-
	f)	Silveroak Projects (wef January 18, 2010)	95.00%	95.00%	-	-	-	-
	II	**Partnership Firms where joint control exists, consolidated as Joint Venture**						
	a)	RRR Investments (wef October 29, 2008)	50.00%	50.00%	50.00%	-	-	-
	III	**Partnership Firms where there is no jointly controlled operations & no jointly controlled economic activity, consolidated as Associates**						
	a)	Silverline Estates	30.33%	30.33%	30.33%	30.33%	30.33%	30.33 %
	b)	Hitech Properties	42.50%	42.50%	42.50%	42.50%	42.50%	42.50 %
	d)	Prestige Notting Hill Investments (wef March 18, 2006)	47.00%	47.00%	47.00%	47.00%	47.00%	47.00 %
	e)	Prestige Whitefield Investments (wef December 4, 2006) & (upto March 2, 2008)	-	-	-	-	84.00%	-
	f)	Prestige KRPL Techpark (wef December 20, 2007)	31.00%	31.00%	31.00%	31.00%	-	-
	g)	Prestige Ozone Properties (wef November 6, 2007)	47.00%	47.00%	47.00%	47.00%	-	-
	h)	Prestige Whitefield Developers (wef November 6, 2007)	47.00%	47.00%	47.00%	47.00%	-	-
	i)	RR Estates (Upto June 13, 2008)	-	-	-	50.00%	-	-
	j)	Eden Investments (wef July 7, 2006)	40.00%	40.00%	40.00%	40.00%	-	-
	k)	Mangalore Retail Mall (wef April 16, 2007 upto December 12, 2007)	-	-	-	97.00%	-	-
	l)	Mysore Retail Mall (wef April 16, 2007 upto December 12, 2007)	-	-	-	97.00%	-	-
	m)	Prestige Realty Ventures (w.e.f September 01, 2009)	21.00%	21.00%	-	-	-	-
		Note: All above subsidiaries, associates and partnership firms are incorporated/established in India						
		The Company disinvested its entire holding of 58.21% at cost for Rs. 844,920/- in Kandid Marketing Services Private Limited, a subsidiary on 23/09/2009.						
		The financial statements of Kandid Marketing Services Private Limited, a subsidiary company being non-operative, whose net assets value as at the date of disinvestment is Rs. 12,780/- has not been included for consolidation.						
		Investment in partnership firms, where there are no jointly controlled opearations and no jointly controlled economic activities, have been considered as associates. The partnership firm's profit are distributed at each year end and the company has recorded its share of profit from partnership firms in the Profit And Loss Account, the balance in capital and current accounts have been carried in the financial statements and no further adjustments are made.						
		The consolidation for the period includes figures of subsidiaries which were acquired, formed and diluted during the respective period and share of associates profits/ losses acquired during the respective period. Therefore are not comparable with the figures of other periods presented.						
4		**Use of Estimates**						
		The preparation of the financial statements in conformity with Indian GAAP requires that the management makes estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent liabilities as at the date of financial statements and reported amounts of revenue and expenses during the						

		reported period. Actual results could differ from those estimates.
5		**Revenue recognition**
	a)	**Recognition of revenue from contractual projects:**
		Revenue from contractual projects undertaken is recognized on the basis of independent certification obtained in terms of the contract.
	b)	Recognition of revenue from real estate developmental projects related to real estate vested with the company is recognized based on 'Percentage Completion Method'.
		The percentage completion method is applied on a cumulative basis in each accounting period to the current estimates of contract revenue and contract costs, when the stage of completion of each project reaches a significant level, which is estimated to be at least 30% of the total estimated costs of the project. The estimates of saleable area and costs are revised periodically by the management. The effect of such changes to estimates is recognized in the period such changes are determined.
		In case of joint development projects revenue recognition is restricted to the company's percentage share of the underlying real estate development projects.
	c)	Sale of plots / apartments is recognized for sale consideration after adjustments on account of cancellation.
	d)	Facility charges, management charges, rental and maintenance income are recognized on accrual basis.
	e)	Interest income is accounted on accrual basis except the interest on delayed payments by the customers, which are accounted on receipt basis.
	f)	Dividend income is recognized on basis of right to receive is established.
	g)	Revenues from the room rentals, sale of food and beverages and allied services during a guest's stay at the hotel is recognized based on occupation and revenue from sale of food and beverages and other allied services, as the services are rendered.
	h)	Membership fee is recognized on a straight line basis over the period of membership.
6		**Inventories**
	a)	Stock of units in completed projects and work-in-progress are valued at lower of cost or net realizable value. Cost is aggregate of land cost, materials, contract works, direct expenses, provisions and apportioned borrowing costs and net of material scrap receipts.
	b)	Inventory also comprises stock of food and beverages and operating supplies and is carried at the lower of cost and net realizable value. Cost includes all expenses incurred in bringing the goods to their present location and condition and is determined on a Weighted Average basis. Net realizable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and to make the sale.
7		**Fixed assets**
	(i)	Fixed assets are stated at cost, including expenses incurred to bring the asset to present condition. Cost includes all costs relating to the acquisition and installation of fixed assets including interest on borrowing for the project / fixed asset up to the date the asset is put to use. Any cost incurred relating to settlement of claims regarding titles to the properties is accounted for and capitalized as incurred, wherever the asset is held. Assets identified as impaired are carried at net realizable value.
	(ii)	At each balance sheet date, the Company assesses whether there is any indication that an asset may be impaired. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of impairment loss. Recoverable amount is the higher of an asset's net selling price and value in use. In assessing value in use, the estimated future cash flows expected from the continuing use of the asset and from its disposal are discounted to their present value using a pre-tax discount rate that reflects the current market assessments of time value of money and the risks specific to the asset. If such recoverable amount of the asset or the recoverable amount of the cash generating unit to which the asset belongs is less than its carrying amount, the carrying amount is reduced to its recoverable amount. The reduction is treated as an impairment loss and is recognised in the profit and loss account.
	(iii)	Reversal of impairment losses recognised in prior periods, if any, is recorded when there is an indication that the impairment losses recognised for the asset no longer exist or have decreased. However, the increase in carrying amount of an asset due to reversal of an impairment loss is recognised to the extent it does not exceed the carrying amount that would have been determined (net of depreciation) had no impairment loss been recognized for the asset in prior periods.
8		**Depreciation and amortization**
	(i)	Depreciation on fixed assets is provided on the written down value method in accordance with the rates specified in Schedule XIV to the Companies Act, 1956 except in respect of assets referred below:
	(ii)	Cost of leasehold land is amortized over the period of lease.
	(iii)	In respect of leasehold building, Leasehold improvement plant and Leasehold improvement furniture & fixtures, depreciation has been provided over the unexpired

		portion of the primary lease period.
	(iv)	In case of assets purchased during the year, individually costing less than Rs.5,000 have been depreciated 100% in the year of purchase.
9		**Investments**
		Long term investments are carried at cost, and provision is made to recognize any decline, other than temporary, in the value of such investment.
		Current investments are stated at lower of cost or net realizable value.
10		**Borrowing Cost**
		Borrowing cost attributable to the acquisition or construction of a qualifying asset is capitalized / inventorised as part of the cost of that asset. Other borrowing costs are recognized as an expense in the period in which they are incurred. Income earned on temporary deployment of funds have been credited to the borrowing costs.
11		**Foreign currency transactions**
		All transactions in foreign currency are recorded on the basis of the exchange rate prevailing as on the date of transaction. The difference, if any, on actual payment / realization is recorded to the profit & loss account. Monetary assets and liabilities denominated in foreign currency are restated at rates prevailing at the year-end. The net loss or gain arising out of such conversion, other than those relating to fixed assets acquired out of India, is dealt with in the profit & loss account.
		Gain or loss on forward contracts / options which are not entered into to hedge the foreign currency risk of existing assets or liabilities but entered into to hedge the foreign currency risks of future transaction in respect of which firm commitments are made or which are highly probable forecast transaction, is recognized on settlement of such forward contracts / options and adjusted against the borrowing cost.
12		**Employee Benefits:**
	a)	Short term employee benefits including salaries, social security contributions, short term compensated absences (such as paid annual leave) where the absences are expected to occur within twelve months after the end of the period in which the employees render the related employee service, profit sharing and bonuses payable within twelve months after the end of the period in which the employees render the related services and non monetary benefits (such as medical care) for current employees are estimated and measured on an undiscounted basis.
	b)	Defined Contribution Plan:
		Companies contributions paid /payable during the year to Provident Fund are recognized in the Profit and Loss Account.
	c)	Defined Benefit Plan:
		Liabilities for gratuity funded in terms of a scheme administered by Life Insurance Corporation of India are determined by actuarial valuation made at the end of each financial year. Provision for liabilities pending remittance to the fund is carried in the balance sheet.
	d)	Actuarial gain and losses are recognized immediately in the statement of Profit and loss account as income or expense. Obligation is measured at the present value of estimated future cash flows using a discounted rate that is determined by reference to market yields at the Balance sheet date on Government bonds where the currency and terms of the Government bonds are consistent with the currency and estimated terms of the defined benefit obligation.
	e)	The liability for leave encashment is accrued based on estimated cost of compensated absences determined by actuarial valuation as on the date of balance sheet.
13		**Taxes on income**
		Income tax comprises the current tax provision under the tax payable method, the net change in the deferred tax asset or liability in the year and Fringe Benefit Tax.
		Deferred tax assets and liabilities are recognized for the future tax consequences of temporary differences between the carrying values of the assets and liabilities and their respective tax basis. Deferred tax assets are recognized subject to managements' judgment that realization is virtually certain. Deferred Tax assets and liabilities are measured using enacted tax rates to apply to taxable income in the years in which the temporary differences are expected to be received or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the income statement in the period of enactment of the change.
14		**Operating leases**
		Leases, where the lessor effectively retains substantially all the risks and benefits of ownership of the leased term, are classified as operating leases. Operating lease receipts / payments are recognized as an income / expense in the profit and loss account on a straight-line basis over the lease term.
15		**Provisions and contingent liabilities**
		A provision is recognized when the Company has present obligations as a result of past events; it is probable that an outflow of resources will be required to settle the obligations, in respect of which reliable estimates can be made. Provisions are not discounted to its present value and are determined based on the best estimate required to settle the obligations at the balance sheet date. These are reviewed at each balance sheet date and adjusted to reflect a current best estimate.
		All known liabilities wherever material, are provided for. Liabilities which are material and whose future amount cannot be ascertained with reasonable certainty are treated as contingent and disclosed by way of notes to the accounts.

16	**Cash flow statement**	
	Cash flow statement is prepared under the 'Indirect Method' prescribed under Accounting Standard 3 'Cash Flow Statements' prescribed under the Companies (Accounting Standard) Rules 2006.	
17	**Earning Per Share**	
	The basic and diluted earning per share is computed by dividing the net profit / loss attributable to equity share holders for the year / period by the weighted average number of equity shares outstanding during the year /period. The Company does not have any potentially dilutive equity shares outstanding during the period.	
18	All values are in Rupees in Million unless stated otherwise.	

B NOTES TO ACCOUNTS:

1	Notes given below are extracted from the audited financial statements including disclosures relating to accounting standards applicable to the Company in those respective periods.
2	The Company changed its status from a Private Limited Company to a Public Limited Company on November 10, 2009 thereby changing its name to Prestige Estates Projects Limited.
3	In the Annual General Meeting held on September 22, 2009 the shareholders have consented for issuance of 20 equity shares of face value of Rs 10/- each as bonus shares for every one share held by the equity shareholders of the Company whose name appear in the register of members as on the record date, by capitalisation of General reserves and Surplus in Profit and Loss account. The Board of Directors vide their resolution on September 23, 2009 have alloted the said bonus shares.
4	The Board of Directors of the Subsidiary Company M/s. Prestige Construction Ventures Private Limited (PCVPL), in their meeting held on September 22, 2009 have approved to allot one 0.001 % Non-cumulative, redeemable at par or convertible preference share, of Rs 100 each in the said subsidiary company fully paid up for every 100 optionally convertible debentures outstanding. Accordingly the subsidiary company has alloted 31,000 0.001 % Non cumulative redeemable at par or convertible preference shares,of Rs 100 each fully paid up, to the Minority stake holders of PCVPL against the 3,100,000/- optionally convertible debentures held by them on September 22, 2009.
5	Goodwill/Capital Reserve relating to associates :

Amount in Rs Million

		As at June 30, 2010	As at March 31, 2010	2009	2008	2007	2006
Sl. No.	**Name of the Company/Entity**	**Goodwill (Capital Reserve)**	**Goodwill (Capital Reserve)**	**Goodwill (Capital Reserve)**	**Goodwill (Capital Reserve)**	**Goodwill (Capital Reserve)**	**Goodwill (Capital Reserve)**
(a)	Prestige Amusements Private Limited	1.64	1.64	1.64	1.64	1.64	1.64
(b)	West Palm Developments Private Limited	-	-	17.57	17.57	17.57	17.57
(c)	Prestige Vally View Estates Private Limited (upto March 20, 2007)	-	-	-	-	-	29.00
(d)	Prestige Garden Constructions Private Limited	(65.56)	(65.56)	0.45	0.45	0.45	0.45
(e)	Babji Realtors Private Limited	(152.25)	(152.25)	75.50	75.50	75.50	-
(f)	CapitaLand Retail Prestige Mall Management Private	-	-	-	-	-	-

		Limited (wef October 7, 2008 to December 31, 2009)									
	(g)	City Properties Maintenance Company Bangalore Limited (wef December 2, 2008)		(8.72)	(8.72)		(8.72)	-	-		-
	(h)	Cessna Garden Developers Pvt Ltd	-		19.89	-		-	-		-
		Total - Goodwill		**1.64**	**21.53**		**95.16**	**95.16**	**95.16**		**48.66**
		Total - Capital Reserve		**(226.53)**	**(226.53)**		**(8.72)**	-	-		-

7 Details of Company's capital in profit sharing ratio in partnership firms

Amount in Rs Million

Sl No	Name of the Firm	Period ended June 30, 2010	Year ended March 31, 2010	2009	2008	2007	2006
			Capital & Profit sharing ratio				
I	**Investment by the Company**						
1	Brunton Developers	0.80	0.80	0.80	0.80	0.80	0.80
		40.00%	40.00%	40.00%	40.00%	40.00%	40.00%
2	Hi Tech Properties	0.43	0.43	0.43	0.43	0.43	0.43
		42.50%	42.50%	42.50%	42.50%	42.50%	42.50%
3	Silverline Estates	0.30	0.30	0.30	0.30	0.30	0.30
		30.33%	30.33%	30.33%	30.33%	30.33%	30.33%
4	Prestige Notting Hill Investments	0.70	0.70	0.70	0.70	0.70	0.70
		47.00%	47.00%	47.00%	47.00%	47.00%	47.00%
5	Prestige KRPL Techpark	09.30	09.30	09.30	09.30	-	-
		31.00%	31.00%	31.00%	31.00%	-	-
6	Prestige Ozone Properties	0.05	0.05	0.05	0.05	-	-
		47.00%	47.00%	47.00%	47.00%	-	-
7	Prestige Whitefield Developers	0.05	0.05	0.05	0.05	-	-

		47.00%	47.00%	47.00%	47.00%	-	-
8	RRR Investments (considered as Joint venture) *	30.00	30.00	30.00	-	-	-
		50.00%	50.00%	50.00%	-	-	-
9	Eden Investments	0.80	0.80	0.80	0.80	0.80	-
		40.00%	40.00%	40.00%	40.00%	40.00%	
10	R.R Estates	-	-	-	11.00	-	-
		-	-	-	50.00%		
11	Prestige Whitefield Investments	-	-	-	-	0.84	-
		-	-	-	-	84.00%	
12	Prestige Property Management & Services	09.70	09.70	-	-	-	-
		97.00%	97.00%	-	-	-	-
13	Prestige Interiors (wef September 01, 2009)	0.10	0.10	-	-	-	-
		97.00%	97.00%	-	-	-	-
14	Silver Oak Projects (wef January 18, 2010)	0.10	0.10	-	-	-	-
		95.00%	95.00%	-	-	-	-
15	Prestige Realty Ventures (wef September 01, 2009)	02.00	02.00	-	-	-	-
		21.00%	21.00%	-	-	-	-
II	**Investment through Subsidiary**						
1	Brunton	1.05	1.05	1.05	1.05	1.05	0.95

		Developers						
			52.50%	52.50%	52.50%	52.50%	52.50%	47.50%
	2	Albert Properties	2.25	2.25	2.25	2.25	2.25	2.25
			88.00%	88.00%	88.00%	88.00%	88.00%	88.00%
	3	Bannerghatta Properties (upto March 26, 2010)	1.50	1.50	1.50	1.50	1.50	1.50
			60.00%	60.00%	60.00%	60.00%	60.00%	60.00%
		Total	**59.13**	**59.12**	**47.23**	**28.23**	**08.67**	**06.93**

8 The Company has 50 % interest in Partnership firm M/s RRR Investments (RRR) wef October 29, 2008, CapitaLand Retail Prestige Mall Management Private Limited (CRPM) wef January 01, 2010 and Prestige Garden Resorts Private Limited (PGRPL) wef September 23, 2009 all situated in India, is considered as Joint Venture. The Company's / Firm's share of the assets , liabilities as at June 30, 2010, and income and expenses for the three months period ended June 30, 2010, is as below -

Particulars		CRPM	PGRPL	RRR
Assets				
Fixed Assets (Net Block)		4.49	18.29	-
Current assets Loans and advances				
Inventories	-		-	103.38
Cash and Bank balances		0.59	0.00	0.01
Sundry Debtors		1.04	-	-
Loans & Advances		1.98	-	0.00
Miscellaneous Expenditure	-		18.37	
	Total	**8.10**	**36.66**	**103.39**
Liabilities				
Unsecured Loans	-		5.73	-
Current Liabilities and Provisions				
Sundry creditors		1.31	9.49	0.55
Provisions		0.00	-	-
	Total	**1.31**	**15.22**	**.55**
Income		**1.04**	**-**	**-**
Expenses		**1.51**	**-**	**0.00**

The Company has 50 % interest in Partnership firm M/s RRR Investments (RRR) wef October 29, 2008, CapitaLand Retail Prestige Mall Management Private Limited (CRPM) wef January 01, 2010 and Prestige Garden Resorts Private Limited (PGRPL) wef September 23, 2009 all situated in India, is considered as Joint Venture. The Company's / Firm's share of the assets , liabilities as at March 31, 2010, and income and expenses for the year ended March 31, 2010, is as below -

Particulars	CRPM	PGRPL	RRR
Assets			
Fixed Assets (Net Block)	5.18	18.48	-

	Current assets Loans and advances						
	Inventories		-		-		101.83
	Cash and Bank balances			0.86	0.00		0.68
	Sundry Debtors			0.54	-	-	
	Loans & Advances			2.49	-	-	
	Miscellaneous Expenditure		-		17.77		
		Total		**9.07**	**36.25**		**102.51**
	Liabilities						
	Unsecured Loans		-		5.73	-	
	Current Liabilities and Provisions						
	Sundry creditors			1.78	3.52		5.71
	Provisions			0.03	-	-	
		Total		**1.81**	**9.25**		**5.71**
	Income			**0.54**	**-**		**0.00**
	Expenses			**2.19**	**-**		**0.00**

During the year 2008-09, the Company has 50 % interest in Partnership firm M/s RRR Investments (RRR) in India, which has been considered as Joint Venture. The Firm's share of the assets, liabilities, income and expenses is as below -

	Particulars		**RRR**
	Assets		
	Fixed Assets (Net Block)		-
	Current assets Loans and advances		
	Inventories		88.21
	Cash and Bank balances		0.04
		Total	**88.25**
	Liabilities		
	Current Liabilities and Provisions		
	Sundry creditors		0.75
		Total	**0.75**
	Income		**0.00**
	Expenses		**0.00**

9	In the opinion of the Management all the current assets have a value of realization in the ordinary course of business which is at least equal to the amount at which they are stated in the Balance Sheet.
1	**Remuneration to directors :**

0

Remuneration to Directors (excluding provision for leave and gratuity as separate actuarial valuation is not available)

Amount in Rs Million

Particulars	Period ended June 30, 2010	Year ended March 31, 2010	2009	2008	2007	2006
Remuneration - Salaries	12.00	70.06	71.21	70.95	58.95	36.26
Commission	-	-	-	-	-	37.50
Total	**12.00**	**70.06**	**71.21**	**70.95**	**58.95**	**73.76**

11 Segmental information:

The business of the Company includes mainly development and letting out of properties and is restricted to one geographical area. As the property income, rentals from rooms, sale of food and beverages and income from services at spa, derived during the year does not exceed 10% of the total revenue of the enterprise, and the activities are restricted to one geographical segment, the disclosure of Segment information as per Accounting Standard 17 under the relevant provisions of the companies Act, 1956 is not given.

12 Minimum lease payments :

The Company has various operating leases taken and given which include leases that are renewable on a yearly basis, cancelable at the Company's option and other long term leases.

(Amount in Rs Million)

As at Balance Sheet date the future minimum lease rentals payable and receivable towards non-cancelable operating lease are:

Particulars	Period ended June 30, 2010	Year ended March 31, 2010	2009	2008	2007	2006
Credited / Charged to Profit & Loss account:						
Rental Income	459.44	1,260.32	1,146.29	1,146.29	573.19	454.02
Rental expenditure	123.03	420.79	347.46	548.51	109.55	54.24

Future minimum lease rentals receivable and payable as at Balance Sheet date towards non-cancelable operating lease are:

(Amount in Rs. Millions)

Particulars	Period ended June 30, 2010	Year ended March 31, 2010	2009	2008	2007	2006
A. Rental Receipts:						
<1 year	1,073.88	591.64	689.19	757.13	326.63	41.88
>1 year <5 years	1,165.15	445.76	514.54	1,021.70	661.61	1.28
>5 years	0.02	4.09	4.51	4.53	4.56	4.58
B. Rental Payments:						
<1 year	435.97	339.17	283.48	256.82	14.16	18.34
>1 year <5 years	548.16	424.11	153.90	358.63	14.25	0.68
>5 years	123.47	129.22	152.20	175.18	12.62	12.76

13 Earning per share (EPS) is calculated as under:

Particulars	Period ended June 30, 2010	Year ended March 31, 2010	2009	2008	2007	2006
a) Net profit for the year (Rs. In	146.12	1,452.41	774.48	675.04	340.01	275.36

Million)						
b) Total number of shares out standing at the end of the period/ year (nos)	262,500,000	262,500,000	12,500,000	12,500,000	12,500,000	12,500,000
c)Weighted average number of equity shares outstanding during the period/year (nos)						
Basic	262,500,000	262,500,000	262,500,000	262,500,000	262,500,000	262,500,000
Diluted	262,500,000	262,500,000	262,500,000	262,500,000	262,500,000	262,500,000
d)Nominal value of the shares (In Rupees)	10	10	10	10	10	10
Earning per share (In Rupees)						
Basic and diluted	**0.56**	**5.53**	**2.95**	**2.57**	**1.30**	**1.05**

Note

In the Annual General Meeting held on September 22, 2009 the shareholders have consented for issuance of 20 equity shares of face value of Rs 10/- each as bonus shares for every one share held by the equity shareholders of the Company whose name appear in the register of members as on the record date, by capitalisation of surplus in Profit and Loss account. Subsequently, the Board of Directors vide their resolution on September 23, 2009 have alloted the said bonus shares. Consequently, the calculation of basic and diluted earnings per share has been adjusted for the increase in number of equity shares outstanding as a result of the issuance of bonus equity shares, for all the periods presented.

14 Employee Benefits

The detail of employee benefits as required under Accounting Standard 15 Employee Benefits (revised) is given below :

I **Defined Contribution Plans**

The Company has recognized the following amounts in the Profit and Loss Account-

(Amount in Rs Million)

Particulars	Period Ended June 30, 2010	Year ended March 31,		
		2010	2009	2008
Employers' Contribution to Provident Fund	8.62	26.11	18.69	14.46
Employers' contribution to ESI	1.25	3.52	-	-

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I **Defined Benefit Plan**

In accordance with Accounting Standard 15 (Revised 2005) actuarial valuation based on projected unit credit method as on June 30, 2010 has been carried out in respect of the

aforesaid defined benefit plan of Gratuity, the details thereon is given below:

(Amount in Rs Million)

Sl No	Particulars	Period Ended June 30, 2010	Year ended March 31, 2010	2009	2008
I	**Components of employer expense:**				
	Current Service cost	2.15	3.44	2.95	2.07
	Interest cost	0.61	1.50	1.49	0.97
	Expected return on plan assets	(0.41)	(1.83)	(0.78)	(0.63)
	Past Service cost Vested / Non vested Benefits	8.08	-	-	-
	Actuarial Losses/(Gains)	2.90	(2.60)	(1.45)	1.99
	Total expense/(income) recognized in the Statement of Profit & Loss Account	**13.33**	**0.51**	**2.21**	**4.40**
II	**Change in Fair value of assets during the year / period ended**				
	Opening Fair Value of Plan Assets	22.24	9.16	8.51	6.70
	Expected return on plan assets	0.41	1.83	0.78	0.63
	Actuarial gains/(losses)	(0.60)	(0.16)	0.00	0.00
	Assets Acquired on Acquisition/ (Distributed on Divestiture)	-	11.73	-	-
	Contributions by Employer	1.15	0.12	0.84	1.88
	Benefits paid	(0.78)	(0.44)	(0.98)	(0.72)
	Closing Fair Value of Plan Assets	**22.42**	**22.24**	**9.15**	**8.49**
III	**Change in Defined Benefit Obligation (DBO)during the year /period ended**				
	Present Value of DBO at the beginning of the year / period	32.44	18.39	16.39	12.13
	Current service cost	2.15	3.44	2.95	2.07
	Past Service cost Vested / Non vested Benefits	8.22			
	Interest cost	0.61	1.50	1.49	0.97
	Actuarial (gains)/losses	2.30	(2.76)	(1.45)	1.99
	Liabilities assumed on acquisition /(Settled on Divestiture)	-	12.30		
	Benefits paid	(0.83)	(0.44)	(0.99)	(0.77)
	Present value of DBO at the end of the year / period	**44.89**	**32.43**	**18.39**	**16.39**
IV	**Net asset/(liability) recognized in balance sheet date**				
	Fair value of plan assets *****	22.42	22.24	9.16	8.51
	Present Value of Defined Benefit Obligation	(44.90)	(32.43)	(18.39)	(16.39)
	Unrecognised past service costs/(Credit)	0.14	(0.01)		
	Net (liability) recognized in balance sheet	**(22.34)**	**(10.21)**	**(9.23)**	**(7.88)**
V a)	**Actuarial Assumptions of Prestige Estates Projects Limited**				
	Discount Rate	8.15%	7.84%	7.00%	7.80%
	Expected Return on plan assets	7.50%	7.50%	7.50%	9.15%
	Rate of increase in compensation	7.00%	7.00%	7.00%	12.00%
	Attrition rate	20.00%	20.00%	20.00%	18.00%
	Retirement age	58 years	58 years	58 years	58 years
V b)	**Actuarial Assumptions of Prestige Leisure Resorts Private Limited**				

	Discount Rate	8.30%	8.30%	7.00% - 7.40%	8.10%
	Expected Return on plan assets	N.A	N.A	N.A	N.A
	Rate of increase in compensation	7.00%	7.00%	5.00% - 7.00%	5%
	Attrition rate	Upto 4% for employees aged upto 44 years and 1% for employees aged Above 45 Years	4% for employees aged between 21-44 years and 1% for employees aged between 45-59 years	2-4% for employees aged between 21-44 years and 1% for employees aged between 45-57 years	2% for employees aged between 21-44 years and 1% for employees aged between 45-57 years
	Retirement age	60 years	58 - 60 years	58 - 60 years	58 years
V c)	**Actuarial Assumptions of Prestige Property Management & Services**				
	Discount Rate	8.15%	7.70%	-	-
	Expected Return on plan assets	7.50%	7.50%	-	-
	Rate of increase in compensation	7.00%	7.00%	-	-
	Attrition rate	Employees aged between 21-30 years- 10.00%, 31-40 years - 5.00% , 41-50 years - 3.00% and Above 50- 2.00%	Employees aged between 21-30 years- 10.00%, 31-40 years - 5.00% , 41-50 years - 3.00% and 51-57 years - 2.00%	-	-
	Retirement age	58 years	58 years	-	-

* Details of Investment composition of plan assets has not been provided by the fund managers and hence not given

The estimates of future salary increases considered in actuarial valuation take account of inflation, Seniority, promotion and other relevant factors such as supply and demand factors in the employment market.

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Amount in Rs Million

Other Employee Benefits – Leave Encashment

Particulars	Period Ended June 30, 2010	Year ended March 31,		
		2010	2009	2008
Leave encashment benefit expensed in the Profit & Loss Account	0.31	3.17	6.38	5.74
Leave encashment liability is not funded				

15 Details of deferred tax

(Amount in Rs Million)

Particulars	Period Ended June 30, 2010	Year ended March 31,

		2010	2009	2008	2007	2006	
	Difference between Book and Tax Depreciation (A)						
	Deferred tax asset/ (liability) at beginning of the year	(9.92)	(41.00)	(2.83)	(8.17)	(16.89)	(36.23)
	Deferred tax asset/(liability) at beginning of the year of new acquisitions	(1.17)	0.33	(0.16)	-	-	-
	Adjustment due to adoption of AS 15 (revised)	-	-	-	-	-	-
	Current year (charge)/credit	(16.43)	30.75	(38.01)	5.34	8.72	19.34
	Deferred tax asset / (liability) as at balance sheet date	**(27.52)**	**(9.92)**	**(41.00)**	**(2.83)**	**(8.17)**	**(16.89)**
	Others (B)						
	Deferred tax asset/ (liability) at beginning of the year	7.54	10.31	9.63	3.40	5.90	1.53
	Deferred tax asset/(liability) at beginning of the year of new acquisitions	1.16	1.61	(0.59)			
	Adjustment due to adoption of AS 15 (revised)	-	-		1.21	-	-
	Current year (charge)/credit	1.40	(4.38)	1.27	5.02	(2.50)	4.37
	Deferred tax asset / (liability) as at balance sheet date	**10.10**	**7.54**	**10.31**	**9.63**	**3.40**	**5.90**
	Total asset / (liability) (A) + (B)	**(17.42)**	**(2.38)**	**(30.69)**	**6.80**	**(4.77)**	**(10.99)**

16 Auditors remuneration : *(Amount in Rs Million)*

Particulars	**Period Ended June 30, 2010**	**Year ended March 31,**				
		2010	**2009**	**2008**	**2007**	**2006**
a) Remuneration to the auditors of the Company						
Statutory audit	0.63	2.30	2.05	2.10	1.53	1.53
Tax audit	0.09	0.38	0.23	0.23	0.23	0.23
Other attest services	0.18	1.25	0.70	1.20	1.50	-
Expenses (including service tax)	0.10	0.46	0.32	0.44	0.11	0.21
Total	**1.00**	**4.39**	**3.30**	**3.97**	**3.37**	**1.97**
b) Remuneration to the auditors of the Subsidiaries:						
Audit fee	0.15	0.65	0.67	0.59	0.25	0.24
Tax Audit Fees	-	-	0.06	0.06	0.05	0.03
Other attest services	0.02	0.08				
Out of pocket expenses (Including Service tax)	0.03	0.08	0.20	0.09	0.04	0.03
Total	**0.20**	**0.81**	**0.93**	**0.74**	**0.34**	**0.30**

17 Details of provisions as at Balance Sheet Date: *(Amount in Rs Million)*

	Nature of the Provision	Period Ended June 30, 2010	Year ended March 31, 2010	2009	2008	2007	2006
	Project costs, accrued for on percentage completion method pending receipt of invoices/ bills (Probable outflow estimated within 12 months)						
	Provision outstanding at the beginning of the year	578.78	294.58	305.18	188.60	344.95	205.09
	Provision made during the year	614.25	740.71	195.64	290.73	208.04	344.85
	Provision utilized / reversed during the year	397.73	456.51	206.24	174.15	364.39	204.99
	Provision outstanding at the end of the year / Period	**795.30**	**578.78**	**294.58**	**305.18**	**188.60**	**344.95**

18 Derivative instruments :

The Company has entered into a foreign exchange derivative contract with a bank with duration of 18 months to pay a fixed amount of US Dollars or Swiss Francs depending on the occurrence of a trigger event identified in the contract, and receive a fixed amount of Rupees subject to certain conditions at the end of the contracted term i.e., on May 12, 2009 (termination date) with a compulsory settlement event/option on November 7, 2008. The trigger event is based on exchange rates prevailing during a specified monitoring period in the future ending 2 business days prior to the termination date. The contract was terminated during the previous year and derivative loss of Rs. 651,548,000/- was charged to Profit & Loss account.

c) Derivative contracts outstanding at the Balance Sheet date (March 31, 2009) (number of contracts – Nil)

Particulars	Purpose	Currency (Based on occurrence of a trigger event)	As at March 31, 2009 Amount in Foreign Currency	Amount in Rs. Million
Interest & Currency Swap	Hedging (Buy & Pay)	Swiss Franc's	-	Nil
		Or US $	-	
Derivative Gain / (Loss)				**(651.55)**

All the above contracts are for the purpose of harmonizing interest costs and not for speculation.

d) Derivative contracts outstanding at the Balance Sheet date (March 31, 2008) (number of contracts – one)

Particulars	Purpose	Currency (Based on occurrence of a trigger event)	As at March 31, 2008 Amount in Foreign Currency	Amount in Rs. Million
Interest & Currency Swap	Hedging (Buy & Pay)	Swiss Franc's	62.72	2,150.00
		Or US $	54.78	
		Japanese Yen	-	Nil
		Or US $	-	
Derivative Gain / (Loss)				**27.22**

All the above contracts are for the purpose of harmonizing interest costs and not for speculation.

e) Derivative contracts outstanding at the Balance Sheet date (March 31, 2007) (number of contracts – two)

Particulars	Purpose	Currency (Based on occurrence of a trigger event)	As at March 31, 2007 Amount in Foreign Currency	Amount in Rs. Million

	Interest & Currency Swap	Hedging (Buy & Pay)	Swiss Franc's	39.38	1,418.00
			Or US $	32.08	
			Japanese Yen	1,021.70	370.00
			Or US $	08.41	

All the above contracts are for the purpose of harmonizing interest costs and not for speculation.

19 Foreign currency exposures as at balance sheet date, that have not been hedged by a derivative instrument or otherwise:

Particulars	Period Ended June 30, 2010	Year ended March 31, 2010	2009	2008	2007	2006
Due to Creditors - Amount in Rs. Million	-	-	-	45.87	34.72	0.11
- Amount in US $ Million	-	-	-	01.15	0.80	0.00

20 Micro and Small Enterprises:

Amount in Rs Million

Particulars	As at June 30, 2010		As at March 31, 2010		As at March 31, 2009	
	Principal	Interest	Principal	Interest	Principal	Interest
i. Amounts due to Vendor	8.38	0.31	13.00	02.20	16.27	01.92
ii. Principal amount paid (includes amounts unpaid) beyond the appointed date	12.49	-	34.07	-	17.65	
iii. Interest accrued (includes interest disallowable)	-	04.43	-	04.12	-	01.92
The total of (i), (ii) & (iii)	**20.87**		**47.07**		**33.92**	
a) The amount of interest paid by the buyer in terms of section 16 of the Act	-	-	-	-	-	-
b) The amount of further interest remaining due and payable	-	04.43		04.12	-	01.92

Note : The information as required to be disclosed under The Micro, Small and Medium Enterprises Development Act, 2006 and that given in Current Liabilities – Annexure 13 regarding Micro and Small enterprises determined to the extent such parties have been identified on the basis of the information available with the company. This has been relied upon by the Auditors.

21 Share of profit from Associates (Net) includes Rs 220,114,682/- during the year ended March 31, 2010, being gain on dilution of holdings on investment by other investor considered as partial disposal.

22 One of the subsidiary has entered into arrangements with other private Companies/ partnership firms in which directors of the Company are interested, for purchase of goods and services aggregating to Rs. 93.01 Million and sale of goods and services aggregating to Rs. 7.17 Million, for which the Company has filed necessary applications with the appropriate authorities seeking for the approval under section 297 of the Companies Act 1956 and condonation of delay, which is pending.

23 Details of Compulsorily convertible debentures outstanding as at the date of Balance sheet

Name of the Company	No. Of Debentures	Value of Debentrues	Date of Allotment	Rate of Interest	Earliest date of Conversion
Exora Bunsiess Parks Pvt Ltd	4,39,65,567	439,655,670	March 30, 2010	14.75% p.a	Sept 30, 2010
	80,77,272	80,772,720	May 28, 2010	14.75% p.a	Sept 30,

						2010
	84,41,250		84,412,500	June 24, 2010	14.75% p.a	Sept 30, 2010
Total	**604,840,89**		**604,840,890**			
Terms of Conversion - Each debenture will be converted into Class C equity shares						
Prestige Bidadi Holdings Pvt Ltd		219,203	219,203,000	Aug 18, 2007	15.00% p.a	Sept 30, 2010
		300,000	300,000,000	Feb 20, 2008	15.00% p.a	Feb 20, 2011
Total		**519,203**	**519,203,000**			
Terms of Conversion - Convertible on or after the conversion date at a conversion price subject to the pricing guidelines under applicable laws prevailing at the time of conversion						
Valdel Xtent Outsourcing Solutions Pvt Ltd		22,000,000	220,000,000	Jan 19, 2009	15.75% p.a	Jan 19, 2012
Terms of Conversion - Each debenture will be converted into equity shares at a conversion price subject to the pricing guidelines under applicable laws prevailing at the time of conversion						

24 Subsequent to June 30, 2010, the Company has acquired 51% stake in Villaland Developers Private Limited for Rs. 0.05 million and further paid Rs. 110.10 million to the said entity towards subscription of equity shares which is pending allotment.

Annexure 6 - Consolidated Schedule of Fixed Assets, as restated							(Amount in Rs. Million)
		As at June 30, 2010	As at March 31, 2010	2009	2008	2007	2006
Gross Block							
Tangible Assets							
Land - freehold		4,267.05	3,863.51	4,078.21	3,954.72	758.12	580.15
Land - leasehold #		22.87	22.87	22.87	22.87	22.87	22.87
Buildings		7,089.50	4,128.90	3,441.28	1,188.95	1,138.91	868.71
Leasehold building $		45.47	44.75	44.75	44.48	44.48	44.48
Plant and machinery		821.23	822.24	773.84	591.71	579.66	548.35
Leasehold improvement plant and machinery		637.31	637.31	591.36	245.49	59.77	23.56
Furniture and fixtures		901.47	900.77	907.93	689.98	679.70	651.63
Leasehold improvement furniture and fixtures		654.75	654.75	639.86	575.83	194.26	98.37
Vehicles		121.57	121.54	77.76	76.07	44.56	31.67
Computers and accessories		69.26	67.75	60.04	50.12	42.43	35.59
Scaffoldigs		40.02	39.86	38.70	-	-	-
Intangible Assets							
Computer software		3.14	3.14	2.80	0.96	0.81	0.81
Total	**A**	**14,673.64**	**11,307.39**	**10,679.40**	**7,441.18**	**3,565.57**	**2,906.19**
Accumulated Depreciation /Amortisation							
Tangible Assets							
Land - freehold		-	-	-	-	-	-
Land - leasehold #		3.79	3.70	3.35	3.01	2.66	2.31
Buildings		894.20	502.33	329.78	224.78	173.88	132.48
Leasehold building $		14.64	14.26	12.66	10.97	9.21	7.35
Plant and machinery		429.31	415.08	334.22	282.23	233.47	180.86
Leasehold improvement plant and machinery		146.64	132.88	74.85	28.98	7.54	3.96
Furniture and fixtures		601.64	584.24	509.95	433.98	372.29	305.96
Leasehold improvement furniture and fixtures		294.81	277.80	191.57	101.65	37.55	21.05
Vehicles		74.98	71.78	38.44	25.21	12.64	4.62
Computers and accessories		55.92	54.24	44.10	36.25	29.52	23.82
Scaffoldigs		7.88	6.72	1.37	-	-	-
Intangible Assets							
Computer software		2.51	2.44	1.42	0.80	0.75	0.71
	B	**2,526.32**	**2,065.47**	**1,541.71**	**1,147.86**	**879.51**	**683.12**
Net Block							
Tangible Assets							
Land - freehold		4,267.05	3,863.51	4,078.21	3,954.72	758.12	580.15
Land - leasehold #		19.08	19.17	19.51	19.86	20.21	20.55
Buildings		6,195.30	3,626.57	3,111.50	964.17	965.03	736.23
Leasehold building $		30.83	30.49	32.10	33.51	35.27	37.13
Plant and machinery		391.92	407.16	439.62	309.48	346.19	367.49
Leasehold improvement plant and machinery		490.67	504.43	516.50	216.51	52.23	19.60
Furniture and fixtures		299.83	316.53	397.97	256.01	307.41	345.67
Leasehold improvement furniture and fixtures		359.94	376.95	448.29	474.18	156.71	77.32
Vehicles		46.59	49.76	39.33	50.85	31.91	27.06
Computers and accessories		13.34	13.51	15.94	13.87	12.92	11.77
Scaffoldigs		32.14	33.14	37.34	-	-	-
Intangible Assets							
Computer software		0.63	0.70	1.38	0.16	0.06	0.10

Total Fixed Assets C = (A - B)	**C**	**12,147.32**	**9,241.92**	**9,137.69**	**6,293.32**	**2,686.06**	**2,223.07**
# Leasehold land is amortized over the period of lease of 66 years							
$ Includes Building constructed on Leasehold land Rs. 16.82 Million							

Annexure 7 - Consolidated Schedule of Investments, as restated (Amount in Rs. Million except for number of shares \ debentures \ units)						
	As at June 30, 2010	As at March 31,				
		2010	2009	2008	2007	2006
INVESTMENTS						
Long term investments in value - Non Trade (unquoted) at cost						
In the companies under same management -Equity shares						
Prestige Amusements Private Limited *	20.60	19.11	14.06	11.17	9.50	10.47
	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Prestige Garden Constructions Private Limited *	125.43	133.63	156.55	154.91	34.09	34.78
	(2,946,170)	(2,946,170)	(1,934,150)	(1,934,150)	(14,980)	(14,980)
Westpalm Developments Private Limited *	-	-	88.62	57.44	55.35	47.08
	-	-	(357,092)	(325,292)	(325,292)	(325,292)
Babji Realtors Private Limited *	230.43	230.34	-	0.14	0.03	-
	(1,039,500)	(1,039,500)	(14,700)	(14,700)	(14,700)	-
City Properties Maintenance Bangalore Limited *	11.70	11.24	9.55	-	-	-
	(40,909)	(40,909)	(40,909)	-	-	-
Prestige Projects Private Limited *	9.83	9.86	9.89	-	-	-
	(1,100,000)	(1,100,000)	(1,100,000)	-	-	-
Capita Retail Prestige Mall Mangement Private Limited *	-	-	-	-	-	-
	-	-	(25,000)	-	-	-
Prestige Valley View Estates Private Limited *	-	-	-	-	-	72.27
	-	-	-	-	-	(558,000)
Prestige Garden Resorts Private Limited *	-	-	27.48	27.48	27.48	27.48
	-	-	(155,000)	(155,000)	(155,000)	(190,000)
Cessna Garden Developers Private Limited *	-	-	34.50	34.50	34.50	34.50
	-	(700,000)	(300,000)	(300,000)	(300,000)	(300,000)
Prestige Garden Estates Private Limited	0.08	0.08	0.08	-	-	-
	(8,007)	(8,007)	(8,007)	-	-	-
Sub total	**398.07**	**404.26**	**340.73**	**285.64**	**160.95**	**226.58**
In the Companies under same management-Share Application Money						
Babji Realtors Private Limited	-	-	10.62	451.25	-	-
Capita Retail Prestige Mall Mangement Private Limited	-	-	24.75	-	-	-
Prestige Garden Estates Private Limited	70.83	70.83	70.83	326.25	978.75	620.00
Cessna Garden Developers Private Limited	-	38.50	-	-	-	-

Sub total	**70.83**	**109.33**	**106.20**	**777.50**	**978.75**	**620.00**
In the companies under same management -Debentures						
Babji Realtors Private Limited	68.60	68.60	-	-	-	-
	(4,735,603)	(4,735,603)	-	-	-	-
Sub total	**68.60**	**68.60**	**-**	**-**	**-**	**-**
In the Companies under same management-Debenture Application Money						
Babji Realtors Private Limited	-	-	68.60	-	-	-
Sub total	**-**	**-**	**68.60**	**-**	**-**	**-**
In the other companies -Equity shares (unquoted)						
Propmart Technologies Limited	-	-	-	-	-	5.03
	-	-	(335,000)	-	(335,000)	(335,000)
Amanath Co-operative Bank Limited	-	-	-	-	-	-
	-	-	-	-	-	-
Karnataka State Financial Corporation (KSFC)	-	-	-	-	-	-
	-	-	-	-	-	-
Thomsun Realtors Private Limited	.00	.00	-	-	-	-
	(.00)	(.00)	-	-	-	-
Sub total	**.00**	**.00**	**-**	**-**	**-**	**5.03**
In Other Companies-Share Application Money						
Thomsun Realtors Private Limited	-	-	.00	16.53	2.44	-
Vijaya Productions Private Limited	950.76	852.76	438.50	215.10	9.35	-
Valdel xTent Outsourcing Solutions P Ltd	-	-	-	114.50	-	-
Foot Hills Resorts Private Limited	-	-	-	-	42.55	-
City Properties Maintenance Bangalore Limited	.00	.00	.00	-	-	-
Sub total	**950.76**	**852.76**	**438.50**	**346.13**	**54.34**	**-**
In Other Companies-Share Warrants						
Thomsun Realtors Private Limited	125.00	125.00	125.00	-	-	-
Sub total	**125.00**	**125.00**	**125.00**	**-**	**-**	**-**
Investment in capital of partnership firms						
Eden Investments	0.80	0.80	0.80	0.80	-	-
Silverline Estates	0.30	0.30	0.30	0.30	0.30	0.30
Hi-Tech Properties	0.43	0.43	0.43	0.43	0.43	0.43
Prestige Nottinghill Investments	0.70	0.70	0.70	0.70	0.70	0.70
Prestige Ozone Properties	0.05	0.05	0.05	0.05	-	-
Prestige Whitefield Developers	0.05	0.05	0.05	0.05	-	-
Prestige KRPL Techpark	9.30	9.30	9.30	9.30	-	-
RR Estates	-	-	-	11.00	-	-
Prestige Whitefield Investments	-	-	-	-	0.84	-
Prestige Realty Ventures	2.00	2.00	-	-	-	-
Sub total	**13.63**	**13.63**	**11.63**	**22.63**	**2.27**	**1.43**

Investments in Trusts						
Educate India Foundation	0.44	0.44	0.44	-	-	-
Educate India Trust	0.22	0.22	0.22	-	-	-
Sub total	**0.66**	**0.66**	**0.66**	**-**	**-**	**-**
Investment in Venture Capital Funds						
Urban Infrastructure Opportunities fund	25.00	25.00	25.00	25.00	12.50	-
Sub total	**25.00**	**25.00**	**25.00**	**25.00**	**12.50**	**-**
Short term investments - Non Trade (quoted) at lower of cost and market value						
Tata Consultancy Services Ltd	0.35	0.35	0.20	0.35	0.35	0.35
	(1464)	(1464)	(732)	(732)	(732)	(732)
Mutual funds	9.00	9.00	8.02	250.06	36.15	16.57
Investment in NSC	0.03	0.03	0.03	0.02	0.02	0.01
Sub total	**9.38**	**9.38**	**8.25**	**250.43**	**36.52**	**16.93**
Grand Total	**1,661.93**	**1,608.61**	**1,124.57**	**1,707.33**	**1,245.33**	**869.97**
Non trade and quoted						
Cost	9.38	9.38	8.25	250.43	36.52	16.93
Market value	9.56	9.56	8.22	250.66	49.56	18.18
Trade and non quoted						
Cost	1,434.54	1,375.04	935.14	1,319.07	1,195.04	731.48
Market value	-	-	-	-	-	-

* The value of investment in Associates are carried at the Intrinsic value on the date of Balance sheet

Note :

1. Figures in bracket indicates number of shares \debentures \units held.

2. The Company held 84,492 Equity shares in Kandid Marketing Services Pvt. Ltd., the investment value has been written off prior to April 1, 2005 and the Company disinvested its entire holding of 58.21% at cost for Rs. 844,920/- on 23/09/2009.

Annexure 8 - Consolidated Schedule of Inventories, as restated						(Amount in Rs. Million)
	As at	As at March 31,				
	June 30, 2010	2010	2009	2008	2007	2006
INVENTORIES						
(Lower of cost or net realisable value)						
Stores and operating supplies	8.25	7.43	12.96	1.38	1.12	1.20
Food and beverages	2.18	2.05	1.39	0.68	0.34	0.45
Stock of units in completed projects	254.16	273.65	501.31	290.61	35.87	65.41
Work in progress - Projects	12,624.90	12,218.78	9,270.21	7,388.75	9,126.98	4,764.40
	12,889.49	**12,501.91**	**9,785.87**	**7,681.42**	**9,164.31**	**4,831.46**

Annexure 9 - Consolidated Schedule of Sundry Debtors, as restated						
						(Amount in Rs. Million)
	As at June	As at March 31,				
	30, 2010	2010	2009	2008	2007	2006
SUNDRY DEBTORS- (Unsecured) *						
Debts outstanding for a period exceeding six months						
Considered good	514.42	548.80	359.07	60.90	45.31	128.87
Considered doubtful	7.00	7.00	-	-	-	-
Other Debts						
Considered good	74.61	216.65	343.02	255.08	1,662.31	578.44
Unbilled Revenue	3341.67	2,862.01	1,787.46	953.80	6.26	235.65
Considered doubtful	-	-	-	-	-	10.00
	3,937.70	3,634.46	2,489.55	1,269.78	1,713.88	952.96
Less: Provision for Doubtful Debts	7.00	7.00	-	-	-	10.00
	3,930.70	**3,627.46**	**2,489.55**	**1,269.78**	**1,713.88**	**942.96**
*** Sundry debtors includes due from :**						
Promoters	-	16.83	1.07	.05	14.91	1.10
Group Companies #	3.06	3.53	121.69	59.35	120.45	5.38
Associate Companies	30.10	97.77	49.52	8.09	73.69	23.72
Other related parties	216.22	228.56	58.76	95.39	41.54	3.76

The Group Companies have been identified by the Company and relied upon by the auditors

Annexure 10 - Consolidated Schedule of Cash and Bank Balances, as restated						
						(Amount in Rs. Million)
	As at June	As at March 31,				
	30, 2010	2010	2009	2008	2007	2006
CASH AND BANK BALANCES						
Cash on hand	1.93	0.51	0.39	1.45	1.75	1.19
Cheques on hand	-	1.23	0.13	-	2.06	-
Demand Drafts on Hand	-	-	-	0.13	-	-
Balance in franking machine account	-	-	-	0.01	0.01	0.02
Balances with scheduled banks:						
- In current account	568.95	1344.52	1,278.40	863.68	195.05	299.40
- In deposit account	484.42	382.82	130.63	37.78	32.89	35.50
	1,055.30	**1,729.08**	**1,409.55**	**903.05**	**231.76**	**336.11**

Annexure 11 - Consolidated Schedule of Loans and advances , as restated						(Amount in Rs. Million)
	As at	As at March 31,				
	June 30, 2010	2010	2009	2008	2007	2006
LOANS AND ADVANCES *						
(Unsecured, considered good)						
Advances recoverable in cash or in kind or for value to be received.						
Prepaid Expenses	55.10	22.43	18.71	15.36	16.07	1.45
Loans to Shareholders	77.66	284.73	-	-	-	-
Loans to Directors (Subsequently resigned from Directorships)	181.92	199.81	-	-	-	-
Other advances	1,467.09	1,121.11	1,125.54	1,226.07	158.33	68.58
Advances paid - purchase of shares	50.00	50.00	50.00	210.46	993.14	887.63
Advances paid - purchase of property	-	-	-	20.00	-	-
Employee advances	16.91	16.76	3.77	1.50	0.18	0.42
Current account in partnership firms	857.95	887.45	479.53	547.52	759.58	258.98
Advances paid - land	402.70	364.66	714.39	1,554.04	1,237.36	551.76
Vat Advance	1180.27	1082.71	988.74	787.92	-	-
Advance income tax & tax deducted at source	1318.01	1291.12	990.27	938.70	598.80	359.83
Advances fringe benefit tax	6.38	6.38	9.96	7.24	4.38	1.56
Intercorporate deposits	110.40	211.68	597.76	859.99	124.42	310.76
Other deposits	1,273.68	865.02	808.89	974.76	900.87	642.24
Interest Accured but not due	-	-	-	-	-	1.59
	6,998.07	**6,403.86**	**5,787.56**	**7,143.56**	**4,793.12**	**3,084.81**
*** Loans and advances includes due from :**						
Promoters	122.71	200.03	0.33	10.33	0.33	0.33
Group Companies #	20.21	19.71	597.76	844.54	77.45	263.42
Associate Companies	1,032.56	992.50	896.86	26.46	488.88	38.38
Other related parties	1,252.15	1,225.36	760.07	804.83	428.86	318.15

The Group Companies have been identified by the Company and relied upon by the auditors

Annexure 12 A - Consolidated Schedule of Secured / Unsecured Loans, as restated

(Amount in Rs. Million)

	As at June 30,	As at March 31,				
	2010	**2010**	**2009**	**2008**	**2007**	**2006**
SECURED LOANS						
From scheduled banks						
i Cash Credit Facility	-	-	940.88	-	640.87	225.53
ii Term Loans	8,624.02	7,900.30	1,736.08	893.90	472.80	0.13
From others						
i Term Loans	9,141.36	5,991.65	4,660.81	4,699.74	3,520.62	1,622.89
ii Shantiniketan Receivable Trust	-	-	1,346.54	2,000.00	-	-
	17,765.38	**13,891.95**	**8,684.31**	**7,593.64**	**4,634.29**	**1,848.55**
UNSECURED LOANS *						
Directors	245.55	230.84	81.10	105.75	18.21	7.26
Shareholders	-	21.74	151.22	142.80	122.00	231.67
Optionally convertible debentures	-	-	310.00	310.00	-	-
Compulsory covertible debentures	1,344.04	1,178.86	739.20	519.20	-	-
Intercorporate Deposits	517.93	491.21	508.97	465.61	639.38	240.12
Bank OD	-	-	99.84	-	-	150.54
Short Term Loan from Scheduled Bank	197.00	200.00	-	-	-	-
Others	55.16	0.32	-	-	-	-
Advance towards issue of debentures	74.48	-	550.00	-	-	-
	2,434.16	**2,122.97**	**2,440.33**	**1,543.36**	**779.59**	**629.59**
*** Unsecured Loans include due to**						
Promoters	221.15	211.35	78.48	113.34	18.10	3.43
Group Companies #	55.14	55.89	51.09	30.78	164.68	(0.00)
Associate Companies	18.36	10.65	15.63	0.00	474.01	0.12
Other related parties	46.22	41.31	153.54	135.12	122.00	235.58

The Group Companies have been identified by the Company and relied upon by the auditors

Annexure 12 B Details of Secured and Unsecured Loans outstanding as on June 30, 2010						
						(Amount in Rs. Million)
Particulars of Loan	**Institution / Bank / Party**	**Sanctioned Amount**	**Amount Outstanding**	**Rate of interest**	**Repayment terms**	**Securities Offered**
Secured Loan:						
Term Loan facility	Indian Overseas Bank	750.00	312.14	14.50%	14 Months	Pari passu charge on certain property of the company. Personal guarantee of certain directors of the company and their relative.
Term Loan facility	The Federal Bank Ltd	250.00	202.79	16.85%	18 Months	Pari passu charge and equitable mortgage on the property of the company. Negative lien on one of the project of the Company. Personal guarantee of certain directors of the company and their relative.
Term Loan facility	Housing Development Finance Corporation Limited	800.00	709.63	12.25%	68 Months	Mortgage of certain immovable properties of the company. Assignment of Lease rentals. Personal Guarantee of the Directors of the Company and their relative.
Term Loan facility	Housing Development Finance Corporation Limited	1,000.00	818.22	12.25%	60 Months	Mortgage of certain immovable properties of the company, Assignment of Lease rentals. Personal Guarantee of the Directors & their relatives
Term Loan facility	Housing Development Finance Corporation Limited	1,500.00	1516.03	13.00%	23 Months	Mortgage of certain immovable properties of the wholly held subsidiaries, Assignment of sale proceeds of one of the project, Pledge of shares of one of the subsidiary. Personal Guarantee of the Directors of the Company and their relative.
Term Loan facility	Housing Development Finance Corporation Limited	1,000.00	548.93	12.25%	28 Months	Mortage of certain immovable properties of a Subsidiary. Assignment of Lease rentals. Personal Guarantee of the Directors and thier relatives.
Term Loan facility	Housing Development Finance Corporation Limited	500.00	368.29	12.25%	28 Months	Mortage of certain immovable properties of a Subsidiary. Assignment of Lease rentals. Personal Guarantee of the Directors and thier relatives.
Vehicle Loan facility	Kotak Mahindra Primis Limited	5.20	.81	10.25%	4 Months	Hypothecation of vehicles.
Term Loan facility	LIC Housing Finance Limited	1,000.00	833.33	15.25%	19 Months	Mortage of certain immovable properties and Corproate guarantee of the Subsidiaries. Assignment of receivables of certain projects. Personal Guarantee of the

						Directors of the Company and their relative. Mortage of developmental rights of one of the ongoing project of the company.
Short Term Loan Facility	Housing Development Finance Corporation Limited	250.00	250.00	14.00%	Bullet repayment on Sept 01, 2010	Personal Guarantee of a Director. Mortgage of one of the property of the Company.
Consortium loan-Term Loan facility	YES Bank Ltd	1,250.00	1,250.00	12.50%	15 months	First pari passu charge over a ongoing project receivables. Mortgage of immovable property backed by corporate guarantee of a firm in which the Company is a partner holding 21%. Corporate Guarantee of a Subsidiary Company. Personal Guarantee of the Directors and a relative.
	United Bank of India Ltd	750.00	757.24	12.50%		
	Andhra Bank	750.00	758.02	13.00%		
	J&K bank	750.00	758.13	12.75%		
Short term corporate loan	State bank of Hyderabad	750.00	750.00	12.25%	9 Months	Security of a ongoing project land. Personal Guarantee of the Directors and their relatives
Term Loan facility	ICICI Bank Ltd	1,400.00	1,280.27	13.50%	19 months	An exclusive charge by way of equitable mortgage on an completed project, unsold stock of a completed project and the immovable property of a Subsidiary Company. Hypothecation of scheduled receivables of the above projects of the company. Personal guarantee of the directors and their relative.
Term Loan facility	Punjab National Bank	1,500.00	758.01	13.00%	27 months	Equitable mortgage of land belonging to a Subsidiary Company. First pari passu charge on all receivables of the ongoing project in the subject land, including book debts and commissions, arising from the project.
Term Loan facility	Lakshmi Vilas Bank Ltd	500.00	503.15	13.50%	20 months	Secured by land & building and Corporate Guarantee of a Subsidiary company. Personal Guarantee of the Directors.
Vehicle Loan facility	HDFC Bank Ltd	04.36	03.58	8.94%	29 months	Secured against hypothecation of vehicle
Vehicle Loan facility	Kotak Mahindra Prime Limited	04.69	03.71	8.00%	28 months	Secured against hypothecation of vehicle
Term Loan facility	Housing Development Finance Corporation Limited	700.00	602.37	13.50%	79 Months	Secured by certain immovable properties of Holding Company. Personal guarantee of Directors. Corporate guarantee of Holding Company.

Vehicle Loan facility	Kotak Mahindra Prime Limited	0.80	0.15	10.00%	6 Months	Secured against hypothecation of vehicles.
Vehicle Loan facility	Kotak Mahindra Prime Limited	0.70	0.13	10.00%	6 Months	Secured against hypothecation of vehicles.
Vehicle Loan facility	Kotak Mahindra Prime Limited	0.95	0.32	11.75%	11 Months	Secured against hypothecation of vehicles.
Vehicle Loan facility	Kotak Mahindra Prime Limited	0.40	0.14	11.75%	11 Months	Secured against hypothecation of vehicles.
Vehicle Loan facility	Kotak Mahindra Prime Limited	1.85	01.65	8.50%	32 Months	Secured against hypothecation of vehicles.
Consortium Term Loan facility	State Bank of Patiala	500.00	385.69	14.00%	76 Months	Mortgage of lease rights of Land and Building constructed there on along with movable and immovable fixed assets. Hypothication charge on current assets. Personal guarantee of the directors. Corporate guarantee of Holding Company.
	State Bank of Hyderabad	250.00	187.26	13.75%		
	Syndicate Bank	250.00	187.59	16.00%		
Cash Credit	State Bank of India	683.50	231.30	14.00%	12 months	Equitable Mortgage of the property of the company with the proposed structure. First charge on existing and proposed fixed assets of the company. Escrow of all receivables of the company from the said property. Assignment of all contracts for construction of the project. Corporate guarantee of Holding company Personal guarantees of the Directors.
Term Loan facility	SREI Equipments Finance Pvt Ltd	4.64	2.28	19.17%	20 Months	Hypothecation of Plant and Machinery.
Term Loan facility	Union Bank of India	350.00	302.42	12.25%	74 months	Mortgage of the property of the company. Assignment of rental receivables from property. Personal guarantee of the directors of the company.
Term Loan facility	HDFC Ltd.	2347.30	2,231.80	12.75%	104 Months	Mortgage of land & Building of the Company. Corporate Guarantee of Holding Company. Personal Guarantee of the Directors of the Holding company and their relatives. Hypothecation and Assignment of rent receivables from all lessees tied up.

Term Loan facility	LIC Housing Finance Limited	1250.00	1250.00	12.75%	14 months	Mortgage of land, Building and Capital work in progress of the Company. Personal Guarantee of Directors of the Holding Company Corporate Guarantee of Holding Company. Assignment and or Hypothecation of the receivables from the project.
			17,765.38			
Unsecured Loan						
Loans from Directors & Relatives	Irfan Razack		178.71	-	On Demand	Not Applicable
	Noaman Razack		19.98	-	On Demand	
	Rezwan Razack		37.86	-	On Demand	
	Uzma Irfan		9.00	-	On Demand	
Loans from Shareholders	Noaman Razack		7.69	-	On Demand	Not Applicable
	Rezwan Razack		4.50	-	On Demand	
	Almas Rezwan		3.19	-	On Demand	
	Badunisa Irfan		3.19	-	On Demand	
	Sameer Noaman		3.19	-	On Demand	
	Sumanth Kumar Reddy		33.10	-	On Demand	
	M.J. Shantaram		0.32	-	On Demand	
Inter Corporate Deposits	Prestige Amusements Pvt Ltd.		18.00	13.00%	On Demand	Not Applicable
	Prestige Fashions Pvt Ltd.		39.39	15.50%	On Demand	
	Prestige Garden Estates Pvt Ltd.		09.50	13.00%	On Demand	
	Int Payable on the Inter Corporate deposits		6.58	-	On Demand	
	Urban Infrastructure		437.37	21.00%	On Demand	
	Prestige Garden Resorts Pvt Ltd		7.09	13.00%	On Demand	
Compulsory Convertible debentures	Chamos Investment Ltd		519.20	15.00%	-	Not Applicable
	Thleestries Holding Ltd.		220.00	-	-	Not Applicable
	Varidge Ventures		604.84	15.75%	-	Not Applicable
Advance towards issue of	Noor Ahmed		15.00	-	-	Not Applicable
	Capita Retail		59.48	-	-	Not Applicable

debentures	Mangalore Mall (Mauritius) Pvt Ltd				
Bank Overdraft	Standard Chartered Bank	197.00	-	On Demand	Not Applicable
		2,434.17			

Annexure 13 - Consolidated Schedule Current Liabilities & Provisions, as restated

(Amount in Rs. Million)

	As at June 30, 2010	As at March 31, 2010	2009	2008	2007	2006
CURRENT LIABILITIES & PROVISIONS						
Current liabilities:						
Sundry creditors						
- due to Micro & Small enterprises (Refer Note B 20 of Annexure 5)	12.80	17.12	18.19	-	8.77	7.37
- due to others for expenses	1,942.01	1,808.04	2,343.32	1,263.82	945.91	290.72
Other liabilities	284.79	155.14	146.47	170.82	127.02	44.82
Towards purchase of group company shares	-	-	-	15.49	-	-
Advances received on projects	6,011.31	6,432.89	7,324.07	8,102.30	10,013.21	7,331.60
Adances received on behalf of land owners	39.71	1.40	279.74	183.15	63.38	65.57
Advance received for sale of shares	14.70	-	20.00	20.00	20.00	-
Deposits towards lease, interiors and maintenance	1,462.33	1,009.03	971.27	923.76	841.28	486.60
Registration charges	-	-	-	-	0.46	2.00
Advance rent / maintenance received	13.71	8.95	2.37	0.57	2.39	5.11
Current account in partnership firms	117.32	137.32	153.82	446.48	344.92	-
Book overdraft balance in scheduled bank accounts	121.69	16.56	27.16	76.41	106.23	-
Interest accrued but not due	263.72	219.27	133.31	40.87	-	-
Consideration under JD agreement for purchase of land	374.35	400.24	-	-	-	-
Total (A)	**10,658.44**	**10,205.95**	**11,419.72**	**11,243.67**	**12,473.57**	**8,233.79**
Provisions:						
Projects	795.30	578.78	294.58	305.18	188.60	344.95
Purchase of land	-	-	-	416.00	-	-
Income Tax	1,144.42	1,065.60	733.38	753.12	549.97	318.80
Fringe Benefit Tax	6.89	6.89	11.06	8.20	5.10	1.90
Wealth Tax	0.95	9.31	0.45	9.51	9.01	0.23
Leave Salary	14.04	15.89	12.70	6.28	3.43	1.75
Gratuity	22.33	10.22	9.24	7.88	2.39	4.40
Know loss on contract	-	-	-	-	-	1.92
Total (B)	**1,983.93**	**1,686.69**	**1,061.41**	**1,506.17**	**758.50**	**673.95**
Total (A) + (B)	**12,642.37**	**11,892.64**	**12,481.13**	**12,749.84**	**13,232.07**	**8,907.74**

Annexure 14A - Consolidated Schedule of Share Capital, as restated (Amount in Rs. Million except for number of shares)						
	As at June 30, 2010	As at March 31, 2010	2009	2008	2007	2006
SHARE CAPITAL						
AUTHORISED						
In quantity - Equity shares of Rs 10 each	400,000,000	400,000,000	12,500,000	12,500,000	12,500,000	12,500,000
In Value	4,000.00	4,000.00	125.00	125.00	125.00	125.00
ISSUED, SUBSCRIBED AND PAID UP						
In quantity - Equity shares of Rs 10 each	262,500,000	262,500,000	12,500,000	12,500,000	12,500,000	12,500,000
In Value	2,625.00	2,625.00	125.00	125.00	125.00	125.00

Annexure 14B - Consolidated Schedule of Reserves and Surplus, as restated						(Amount in Rs. Million)
	As at June	As at March, 31				
	30, 2010	2010	2009	2008	2007	2006
RESERVES & SURPLUS						
Capital Reserve as per last balance sheet	2,174.56	2,174.56	1,886.75	-	-	-
Add : Addition during the year	-	-	287.81	1,886.75	-	-
	2,174.56	**2,174.56**	**2,174.56**	**1,886.75**	**-**	**-**
Capital Reserve on consolidation as per last balance sheet	1,055.04	1,055.17	962.09	307.11	43.53	43.53
Additions / (deletions) during the year	-	(0.13)	93.08	654.98	263.58	-
	1,055.04	**1,055.04**	**1,055.17**	**962.09**	**307.11**	**43.53**
General Reserve as per last balance sheet	65.55	119.21	119.21	119.21	119.21	119.21
Less: Utilised for issue of bonus shares	-	(119.21)	-	-	-	-
Add : Transfer from Profit and Loss account	1.66	-	-	-	-	-
Add : Release from revaluation reserve in partnership firms on realisation	-	65.55	-	-	-	-
	67.21	**65.55**	**119.21**	**119.21**	**119.21**	**119.21**
Revaluation reserve in Partnership firms as per last balance sheet	-	65.55	65.55	65.55	65.55	65.55
Less : Release to General reserve in partneshipfirms on realisation	-	65.55	-	-	-	-
	-	**-**	**65.55**	**65.55**	**65.55**	**65.55**
Surplus in Profit & Loss Account	1,858.56	1,717.40	2,645.78	1,871.30	1,196.26	856.25
Total	**5,155.37**	**5,012.55**	**6,060.27**	**4,904.90**	**1,688.14**	**1,084.54**

Annexure 15 - Consolidated Schedule of Other Income, as restated							
							(Amount in Rs. Million)
	For the period ended June 30, 2010	For the year ended March, 31					
		2010	2009	2008	2007	2006	
OTHER INCOME							
Interest income	17.06	84.92	50.80	66.03	34.91	10.18	Recurring
Generator deposit non refundable	0.46	0.04	2.29	0.25	2.48	1.91	Recurring
Membership fees	0.59	1.74	0.82	0.39	-	-	Recurring
Undistributed service charge	-	3.42	3.42	2.97	-	-	Recurring
Dividend	0.06	5.30	15.61	-	-	46.81	Recurring
Interest received - partners current account	-	-	-	-	1.36	1.25	Non Recurring
Profit on sale of fixed assets	5.21	273.00	13.62	1.07	4.15	0.04	Non Recurring
Profit on sale of Investments	-	1.52	-	-	-	0.79	Non Recurring
Forefeiture of customer advances	0.23	1.54	1.08	0.92	3.22	0.93	Non Recurring
Administration charges recovery	0.35	0.38	-	9.52	5.32	3.79	Recurring
Exchange gain (net)	-	0.02	-	2.27	0.13	1.71	Recurring
Share of profit from firms	29.45	232.83	88.01	39.38	-	6.48	Recurring
Miscellaneous income	1.56	10.98	4.72	2.21	10.48	5.39	Recurring
	54.97	**615.69**	**180.37**	**125.01**	**62.05**	**79.28**	

Annexure 16 - Consolidated Schedule of Capital Commitments and Contingent Liabilities, as restated

(Amount in Rs. Million)

Particulars	As at June 30, 2010	As at March 31, 2010	2009	2008	2007	2006
Capital Commitments	1,832.84	693.55	604.31	411.80	545.29	20.40
Corporate guarantees given on behalf of companies under the same management	432.88	3,905.09	2,508.08	3,185.21	4,881.65	151.80
Preference dividend at 0.01% per annum not declared due to inadequacy of profits.	0.00	0.00	0.00	0.00	0.00	-
Disputed Service tax	7.49	7.49	7.49	-	-	6.59
Disputed VAT	12.42	12.42	-			
Claims against the company not acknowledged as debt	-	-	32.63	-	-	-
Financial Guarantee	18.45	18.45	-	-	-	-
Custome duty obligation (excluding interest, if any) towards earnings in foreign currency of Rs. 420.42 Million, outstanding to be met by 2016-17 & 2018-19 (Refer table below)	52.54	63.16	62.75	-	-	-
Total	**2,356.62**	**4,700.17**	**3,215.25**	**3,597.01**	**5,426.93**	**178.79**

Details of Export obligation pending to be met

Particulars	Licence No.	Date	Customs Duty saved value	Export obligation to be met
On Account of EPCG Licence	730006980	5/19/2008	1.29	10.31
On Account of EPCG Licence	730007035	6/5/2008	1.11	8.90
On Account of EPCG Licence	730006917	4/22/2008	6.58	52.62
On Account of EPCG Licence	730006916	4/22/2008	6.02	48.19
On Account of EPCG Licence	730005929	8/3/2007	0.22	1.75
On Account of EPCG Licence	730006448	12/31/2007	2.20	17.61
On Account of EPCG Licence	730006449	12/31/2007	2.85	22.79
On Account of EPCG Licence	730006475	1/4/2008	2.87	22.97
On Account of EPCG Licence	730006476	1/7/2008	3.32	26.55
On Account of EPCG Licence	730006477	1/7/2008	3.33	26.67
On Account of EPCG Licence	730006478	1/7/2008	3.16	25.27
On Account of EPCG Licence	730006504	1/10/2008	2.28	18.26
On Account of EPCG Licence	730006505	1/10/2008	2.67	21.40
On Account of EPCG Licence	730006553	1/24/2008	2.98	23.87
On Account of EPCG Licence	730006609	2/8/2008	3.02	24.14
On Account of EPCG Licence	730006626	2/12/2008	0.66	5.30
On Account of EPCG Licence	730006842	3/27/2008	2.38	19.02
On Account of EPCG Licence	730007011	5/29/2008	2.36	18.88
On Account of EPCG Licence	730007124	7/2/2008	1.74	13.94
On Account of EPCG Licence	730007262	8/6/2008	1.09	8.68
On Account of EPCG Licence	730008604	2/10/2010	0.41	3.30
Total			**52.54**	**420.42**

Annexure 17 - Consolidated Schedule of Related Party transactions , as Restated

List of related parties and the

relationship

	Relationship	Name
a	**Associates & Joint Ventures**	Babji Realtors Pvt Ltd
		CapitaLand Retail Prestige Mall Management Pvt Ltd (JV w.e.f Jan 01, 2010)
		City Properties Maintenance Company (Bangalore) Ltd.
		Prestige Amusements Pvt Ltd.,
		Prestige Garden Constructions Pvt Ltd
		Prestige Garden Resorts Pvt Ltd (J.V w.e.f Sept 23, 2009)
		Prestige Projects Pvt Ltd
b	**Company in which the directors are interested**	
		Dollar Constructions & Engineers Pvt Ltd
		Karnataka Realtors Pvt Ltd. (upto Sept 01, 2009)
		Prestige Fashions Pvt Ltd
		Prestige Garden Estates Pvt Ltd
		Prestige Home Finance Ltd
		Thomsun Realtors Pvt Ltd
		Vijaya Productions Pvt Ltd.
		Prestige Builders & Developers Pvt Ltd.
c	**Firm in which directors are interested**	23 Carat
		Albert Properties
		Bannerghatta Properties (Dissolved on March 26, 2010)
		Bargains
		Brunton Developers
		Castlewood Investments
		Colonial Estates
		Convent Realtors
		Cunningham Investments
		Daffodil Investments
		Eden Investments
		Eureka Investments
		Fifth Avenue
		Hitech Properties
		Langford Realtors
		Morph
		Morph Design Company
		Nebulla Investments
		Noris Developments
		P.H.R. Developers
		P.S. Developers
		Prestige Constructions
		Prestige Globe Estates (Dissolved on March 26, 2010)
		Prestige Interiors (w.e.f Sept 01, 2009)
		Prestige KRPL Techpark
		Prestige Mysore Techpark
		Prestige Nottinghill Investments
		Prestige Ozone Properties
		Prestige Property Management & Services (w.e.f Sept 01, 2009)
		Prestige Realty Ventures
		Prestige Shoes
		Prestige Whitefield Developers
		RRR Investments

			Silverline Estates
			Silver Oak Projects (w.e.f Jan 13, 2010)
			Springfield Developers
			Spring Green
			Sublime
			United Agencies
			Xtasy Investments
	d	**Firm in which relative of director is interested**	Good Food Company
	e	**Trust in which the company is interested**	Educate India Foundation
			Educate India Trust
	f	**Relative of the director is Propritrix**	Window care
	g	**Trust in which the Directors are interested**	Razack Sattar Family Trust
			Prestige Foundation
	h	**Key Management Personnel (Directors)**	Irfan Razack, Managing Director
			Rezwan Razack, Joint managing Director
			Noaman Razack (Resigned w.e.f. November 10, 2009)
			Badruniss Irfan (Resigned w.e.f. September 1, 2009)
			Faiz Rezwan(Resigned w.e.f. September 1, 2009)
			Mohd Zaid Sadiq (Resigned w.e.f. September 1, 2009)
			Sameera Noaman (Resigned w.e.f. September 1, 2009)
			Uzma Irfan (Resigned w.e.f. September 1, 2009)
			Zackria Hashim (Resigned w.e.f. September 1, 2009)
			Almas Rezwan (Resigned w.e.f. September 1, 2009)
	i	**Relative of Key Management Personnel**	Anjum Jung
			Danya Noaman
			Jameela Abdulla
			Matheen Irfan
			Omer Bin Jung
			Rabia Razack
			Saif Ebrahim
			Zayd Noaman
			Sana Rezwan
Note:		The above have been identified by the Company and relied upon by the auditors	

Summary of Related party transactions as Restated							
Particulars	**for the period ended June 30, 2010**	**For the year ended March 31,**					
		2010	**2009**	**2008**	**2007**	**2006**
1. Share Capital (Bonus Equity Shares Issued)							
Key Management personnel & their relatives							
Irfan Razack	-	67.92	-	-	-	-
Rezwan Razack	-	67.91	-	-	-	-
Noaman Razack	-	67.91	-	-	-	-
Sameera Noaman	-	15.63	-	-	-	-
Badrunissa Irfan	-	15.63	-	-	-	-
Almas Rezwan	-	15.63	-	-	-	-
Total	**-**	**250.63**	**-**	**-**	**-**	**-**
2. Share of Revaluation reserves from firms							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
RR Estates(Converted into Prestige Projects Pvt Ltd wef 13.06.08)	-	-	287.81	184.50		-
Prestige Whitefield Investments	-	-	-	1084.36		-
Prestige Mangalore Retail Mall	-	-	-	237.65		-
Prestige Mysore Retail Mall	-	-	-	380.24		-
Total	**-**	**-**	**287.81**	**1886.75**	**-**	**-**
3. Share/Debentures Application Received							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Projects Pvt Ltd	-	-	107.30	-	-	-
	-	**-**	**107.30**	**-**	**-**	**-**
4. Share/Debentures Application Returned							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Projects Pvt Ltd	-	97.30	10.00	-	-	-
	-	**97.30**	**10.00**	**-**	**-**	**-**
5. Intercorporate Deposits taken							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Fashions Pvt Ltd	-	-	50.00	-	-	-
Prestige Garden Constructions Pvt Ltd	-	-	-	140.00	630.00	-
Prestige Valley View Estates Pvt Ltd	-	-	-	-	-	11.00

Prestige Garden Estates Pvt.Ltd		-	7.50	22.00	-	-	-
Dollar Constructions & Engg Pvt Ltd.,		-	-	-	-	11.00	-
Cessna Garden Developers Pvt Ltd		-	37.50	-	685.00	375.60	30.50
Westpalm Developments Pvt Ltd		-	-	12.50	265.00	-	-
Prestige Amusements Private Ltd		8.00	10.00	2.50	-	-	-
	Total	**8.00**	**55.00**	**87.00**	**1,090.00**	**1,016.60**	**41.50**
6. Repayment of Intercoporate Deposits taken							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Garden Estates Pvt.Ltd		-	-	20.00	-	-	-
Cessna Garden Developers Pvt Ltd		-	37.50	-	838.57	228.10	40.85
Dollar Constructions & Engg Pvt Ltd.,		-	-	-	11.00	0.39	-
Prestige Garden Constructions Pvt Ltd		-	-	-	614.01	172.64	-
Prestige Valley View Estates Pvt Ltd		-	-	-	-	-	132.00
Westpalm Developments Pvt Ltd		-	-	-	265.00	-	-
Prestige Amusements Pvt Ltd		-	2.50	-	-	-	-
Prestige Fashions Pvt Ltd		-	8.21	2.40	-	-	-
	Total		**48.21**	**22.40**	**1,728.58**	**401.13**	**172.85**
7. Unsecured Loans Taken							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Cessna Garden Developers Pvt. Ltd		-	-	-	90.00	-	-
Prestige Garden constructions Pvt. Ltd.,		-	-	-	3.59	-	-
Prestige Property Management & Services		-	4.51	11.85	0.16	4.03	2.12
	Sub Total	**-**	**4.51**	**11.85**	**93.75**	**4.03**	**2.12**
Key Management Personnel & their relative							
Irfan Razack		5.53	184.50	8.25	38.50	3.50	16.50
Rezwan Razack		5.53	49.00	14.70	29.00	12.50	8.07
Uzma Irfan			-	10.00	-	-	-
Badrunissa Irfan			-	-	-	-	6.50
Sameera Noaman			-	-	-	-	5.50
Noaman Razack		5.53	29.00	2.70	25.00	20.00	9.00
Almas Rezwan			-	1.00	-	-	-
	Sub Total	**16.59**	**262.50**	**36.65**	**92.50**	**36.00**	**45.57**
	Total	**16.59**	**267.01**	**48.50**	**186.25**	**40.03**	**47.69**
8. Unsecured Loans taken repaid							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in							

which the directors are interested							
Prestige Garden constructions Pvt. Ltd.,		-	-	-	3.59	-	-
Prestige Fashions Pvt Ltd.,		-	-	-	0.24	-	-
Cessna Garden Developers Pvt. Ltd		-	-	-	90.00	-	-
Silverline Estates		-	-	-	15.00	-	-
West Palms Developments Pvt. Ltd		-	-	-	69.23	-	-
Prestige Property Management & Services		-	10.85	3.43	6.86	136.01	49.27
	Sub Total	**-**	**10.85**	**3.43**	**184.92**	**136.01**	**49.27**
Key Management Personnel & their relative							
Irfan Razack		0.64	30.00	20.95	39.01	3.56	19.35
Rezwan Razack		0.62	46.14	19.53	23.67	9.11	14.08
Badrunissa Irfan			-	-	-	-	6.50
Sameera Noaman			-	-	0.01	-	5.50
Noaman Razack		0.62	30.73	20.12	22.18	12.57	20.95
Almas Rezwan			-	1.00	1.51	-	3.80
Uzma Irfan			1.00	-	-	-	-
	Sub Total	**1.88**	**107.87**	**61.60**	**86.38**	**25.24**	**70.18**
	Total	**1.88**	**118.72**	**65.03**	**271.30**	**161.25**	**119.45**
9. Advances Received							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
West Palm Developments Pvt.Ltd		**-**	-	335.00	69.23	-	-
Prestige Valleyview Estates Pvt.Ltd		**-**	-	-	-	13.00	90.45
Silverline Estates		**-**	100.00	-	116.56	-	-
Karnataka Realtors		**-**	-	15.00	-	-	-
Nebula Investments		**-**	7.50	-	-	-	-
Dollars Constructrions & Engineering Pvt Ltd		**-**	-	4.30	-	-	-
	Sub Total	**-**	**107.50**	**354.30**	**185.79**	**13.00**	**90.45**
Key Management Personnel & their relative							
Rezwan Razack		**-**	164.00	165.00	9.29	1.00	1.59
Noaman Razack		**-**	152.70	167.50	9.29	-	1.82
Irfan Razack		**-**	166.70	180.00	9.29	3.50	3.06
Badrunissa Irfan		-	-	5.88	16.00	-	1.82
Sana Rezwan		-	-	14.50	13.50	2.50	2.73
Danya Noaman		-	-	2.50	15.00	-	3.17
Uzma Irfan		-	-	5.00	13.50	1.50	2.22
Faiz Rezwan		-	-	3.40	13.00	-	2.73
Saif Ebrahim		-	-	2.30	3.61	7.07	-
Rabia Razack		-	-	-	10.00	-	-
Almas Rezwan		-	-	-	-	1.50	-
Zackria Hashim		-	-	-	-	-	3.06
Zaid Noaman		-	-	1.40	11.00	-	1.82

Sameera Noaman		0.98	-	5.00	1.50	-	-
Omer Bin Jung		-	-	0.50	-	-	-
	Sub Total	**0.98**	**483.40**	**552.98**	**124.98**	**17.07**	**24.02**
	Total	**0.98**	**590.90**	**907.28**	**310.77**	**30.07**	**114.47**
10. Advances Repaid							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
West Palm Developments Pvt.Ltd		-	-	335.00	-	-	-
Silverline Estates		20.00	116.50	292.67	-	-	-
Karnataka Realtors		-	-	15.00	-	-	-
	Sub Total	**20.00**	**116.50**	**642.67**	**-**	**-**	**-**
Key Management Personnel & their relative							
Saif Abraham		-	2.30	-	-	-	-
	Sub Total	**-**	**2.30**	**-**	**-**	**-**	**-**
	Total	**20.00**	**118.80**	**642.67**	**-**	**-**	**-**
11. Lease Deposits taken							
Key Management Personnel & their relative		**-**					
Badrunissa Irfan		-	-	-	-	-	1.00
Sana Rezwan		-	-	-	-	-	0.64
Uzma Irfan		-	-	-	-	-	0.94
Matheen Irfan		-	-	-	-	-	0.30
	Sub Total	**-**	**-**	**-**	**-**	**-**	**2.88**
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Capitaretail Prestige Mall Mgt Pvt Ltd		-	-	2.40	-	-	-
Prestige Property Management & Services		-	1.03	-	0.70	-	-
Prestige Amusements Pvt Ltd.,		-	-	-	-	-	1.40
Prestige Fashions Pvt Ltd		-	0.36	-	-	-	-
	Sub Total	**-**	**1.39**	**2.40**	**0.70**	**-**	**1.40**
	Total	**-**	**1.39**	**2.40**	**0.70**	**-**	**4.27**
12. Intercorporate Deposits given							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Cessna Garden Developers Pvt.Ltd		-	252.50	541.70	46.00	345.20	254.30
Babji Realtors Pvt.Ltd		-	-	1.81	45.40	41.80	-
Prestige Garden Estates Pvt.Ltd		-	-	0.50	9.50	16.00	2.50
DownHills Holdiay Resorts Pvt Ltd		-	-	-	-	-	40.10
Foot Hills Holdiay Resorts Pvt Ltd.		-	-	-	-	-	42.30

Pennar Hotels & Resorts Pvt Ltd	-	-	-	-	-	29.80
Prestige Amusements Pvt Ltd	-	-	-	-	25.50	5.60
Prestige Fashions Pvt Ltd	-	-	-	-	10.00	-
Prestige Garden Constructions Pvt. Ltd	-	-	-	-	136.00	2.50
Prestige Garden Resorts Pvt.Ltd	-	0.13	1.56	2.10	1.87	6.80
Village De-Nandi Pvt Ltd	-	-	-	-	-	9.10
West Palm Developments Pvt Ltd	-	-	-	-	18.10	19.00
Total	**-**	**252.63**	**545.57**	**103.00**	**594.47**	**412.00**
13. Intercorporate Deposits given recovered						
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested						
Prestige Amusements Private Limited	-	-	13.50	7.31	3.00	9.90
Cessna Garden Developers Pvt.Ltd	-	784.50	21.50	13.17	474.05	127.30
Prestige Fashions Pvt Ltd	-	-	-	10.00	4.47	4.32
Babji Realtors Pvt.Ltd	-	-	79.79	-	-	-
Prestige Garden Constructions Pvt Ltd.,	-	-	-	5.27	138.50	-
Prestige Garden Resorts Pvt Ltd.,	-	-	-	-	0.10	5.40
West Palm Developments Pvt Ltd.,	-	-	-	18.96	37.88	.17
Foothill Holiday Resorts Pvt Ltd	-	-	-	-	42.72	-
Prestige Garden Estates Pvt.Ltd	-	-	12.50	-	16.06	-
Total	**-**	**784.50**	**127.29**	**54.71**	**716.78**	**147.09**
14. Loans & Advances given						
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested						
RR Estates	-	-	868.94	16.00	-	-
RRR Investments	12.10	18.61	145.01	-	-	-
Prestige Realty Ventures	-	229.00	-	-	-	-
Colonial Estates	-	-	-	-	1.50	-
Babji Realtors Pvt.Ltd	-	-	441.50	-	457.03	-
Prestige Projects Pvt Ltd	127.00	99.25	1463.92	-		-
Silverline Estates	9.15	164.45	-	-	452.50	24.47
Brunton Developers	-	-	-	-	-	-
Prestige Property Management & Services	-	-	-	-	2.50	8.50
Prestige Amusements Private Limited	-	-	11.00	-	-	-
Window Care	0.03	0.39	0.17	-	-	-
Prestige Nottinghill Investments	45.26	87.41	115.00	70.15	91.50	126.80
Prestige Ozone Properties	0.18	0.65	0.80	59.75	-	-
Prestige KRPTL Techpark	-	0.20	0.50	72.81	-	-
Educate India Foundation	-	12.35	18.95	31.65	54.24	39.39
Educate India Trust	-	-	-	-	35.80	-

Thomsun Realtors Pvt ltd		-	-	2.83	-	-	-
Eden Investments		-	-	-	33.10	-	-
Sublime		-	23.72	-	-	-	-
Prestige Garden Constructions Pvt Ltd		20.70	4.64	73.25	11.00	-	-
Morph		2.70	10.35	-	14.76	-	-
Morph Design Company		1.22	11.18	0.84	2.34	-	-
Silver Oak Projects		-	-	-	-	-	-
Prestige Globe Estates		-	-	-	-	-	7.20
Prestige Whitefield Investments		-	-	-	143.69	611.18	
Hitech Properties		-	-	0.05	-	25.00	-
Prestige Whitefield Developers		-	1.10	-	37.15	-	-
	Sub Total	**218.34**	**663.30**	**3,142.76**	**492.40**	**1,731.25**	**206.36**
Key Management Personnel & their relative							
Sameera Noaman		-	5.74	1.00	20.00	-	-
Almas Rezwan		-	5.74	0.09	5.00	-	-
Zachria Hashim		-	-	0.01	-	-	-
Faiz Rezwan		-	6.18	-	-	-	-
Irfan Razack		-	16.08	-	10.00	-	-
Noaman Razack		-	15.82	-	-	-	-
Rezwan Razack		-	15.08	-	-	-	-
Uzma Irfan		-	6.24	-	-	-	-
Anjum Jung		-	3.50	-	-	-	-
Badrunissa Irfan		-	5.74	-	17.50	-	-
Matheen Irfan		-	5.74	-	-	-	-
Sana Rezwan		-	5.68	-	-	-	-
	Sub Total	**-**	**91.54**	**1.10**	**52.50**	**-**	**-**
	Total	**218.34**	**754.84**	**3,143.86**	**544.90**	**1,731.25**	**206.36**
15. Lease Deposits Given							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Amusements Pvt Ltd.,		**-**	-	-	-	1.34	-
	Sub Total	**-**	**-**	**-**	**-**	**1.34**	**-**
Key Management Personnel & their relative							
Badrunissa Irfan		**-**	-	-	-	-	3.31
Sana Rezwan		-	-	-	-	-	0.64
Uzma Irfan		-	-	-	0.33		0.60
Faiz Rezwan		-	-	-	-	-	0.24
Matheen Irfan		-	-	-	-	-	0.25
Irfan Razack		-	-	-	-	-	0.11
Noaman Razack		-	-	-	-	-	0.11

Rezwan Razack		-	-	-	-	-	0.11
	Sub Total	**-**	**-**	**-**	**0.33**	**-**	**5.37**
	Total	**-**	**-**	**-**	**0.33**	**1.34**	**5.37**
16. Loans & Advances given recovered							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Babji Realtors Pvt.Ltd			-	441.06		15.00	
RRR Investments		-	-	-			
Prestige Realty Ventures		-	-	-			
Prestige Projects Pvt Ltd		-	97.00	567.50			
RR Estates		-		1,058.44			
Prestige Garden Estates Pvt.Ltd		-	-	700.00			
Brunton Developers		-	-	-			
Prestige Amusements Private Limited		-	-	11.00			
Prestige Garden Constructions Pvt Ltd		-	-	82.00			
Thomsun Realtors Pvt ltd		-	-	2.83			
Prestige Nottinghill Investments		75.00	80.00	162.65	212.00	6.50	
Educate India Foundation		-	-	0.44			2.50
Educate India Trust		-	-	0.22			
Silverline Estates		-	-	5.00		453.47	22.58
Prestige Ozone Properties		-	4.01	2.70	-	-	-
Eden Investments		-	-	-	-	-	-
Prestige Globe Estates		-	-	-	1.65	1.80	8.32
Hitech Properties		-	-	-	-	-	-
Silver Oak Projects		-	-	-	-	-	-
Prestige KRPTL Techpark		0.03	0.12	-	4.90	-	-
Prestige Whitefield Investments		-	-	-	-	113.00	-
Prestige Whitefield Developers		10.11	0.05	-	-	-	-
Prestige Property Management & Services		-	-	-	-	2.50	8.50
Prestige Interiors		-	-	-	-	-	-
	Sub Total	**85.14**	**181.18**	**3,033.84**	**218.55**	**592.27**	**41.90**
Key Management Personnel & their relative							
Badrunissa Irfan		-	-	17.50	-	-	-
Irfan Razack		-	-	10.00	-	-	-
Sameera Noaman		-	-	21.00	-	-	-
	Sub Total	**-**	**-**	**48.50**	**-**	**-**	**-**
	Total	**85.14**	**181.18**	**3,082.34**	**218.55**	**592.27**	**41.90**
17. Share/Debentures Application money given							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in							

which the directors are interested							
Capita Retail Prestige Mall Management Pvt Ltd		-	-	24.75	-	-	-
Babji Realtors Pvt.Ltd		-	-	80.29	-	-	-
Cessna Garden Developers Pvt.Ltd		-	38.50	-	-	-	-
Prestige Garden Resorts Pvt Ltd		-	0.02	-	-	-	-
City Properties Maintenance Bangalore Ltd		-	-	-	-	-	-
	Total	**-**	**38.52**	**105.04**	**-**	**-**	**-**
18. Share/Debentures Application money received back							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Babji Realtors Pvt.Ltd		0.35	0.01	452.31	-	-	-
Prestige Garden Estates Pvt.Ltd		-	-	255.42	-	-	-
	Total	**0.35**	**.01**	**707.73**	**-**	**-**	**-**
19. Investments made							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Thomsun Realtors Pvt ltd		-	-	108.47	16.53	-	-
Capitaland Retail Prestige Mall Management pvt ltd		-	-	0.25	-	-	-
Prestige Projects Pvt Ltd		-	-	11.00	-	-	-
City Properties Maintenance Bangalore Ltd		-	-	0.41	-	-	-
R R R Investments		-	-	30.00	-	-	-
Educate India Foundation		-	-	0.44	-	-	-
Educate India Trust		-	-	0.22	-	-	-
Cessna Garden Developers Pvt. Ltd		-	-	-	-	-	34.50
Babji Realtors Pvt Ltd.,		-	-	-	451.25	75.64	-
Prestige Mysore Retail Mall		-	-	-	0.97	-	-
Prestige Mangalore Retail Mall		-	-	-	18.00	-	-
Prestige Garden Constructions Pvt Ltd.,		-	-	-	0.63	-	-
Valdel Xtent Outsourcing Solutions Pvt Ltd		-	-	-	100.50	14.00	-
Prestige Garden Estates Pvt Ltd.,		-	-	-	-	358.75	620.00
Prestige KRPL Techpark		-	-	-	9.30	-	-
Prestige Notting Hill Investments		-	-	-	-	-	0.70
Prestige Ozone Properties		-	-	-	0.05	-	-
Prestige Whitefield Developers		-	-	-	0.05	-	-
RR Estates		-	-	-	11.00	-	-
Silverline Estates		-	-	-	-	-	0.30
Prestige Whitefield Investments		-	-	-	-	0.84	-
Prestige Realty Ventures		-	2.00	-	-	-	-
	Total	**-**	**2.00**	**150.79**	**608.28**	**449.23**	**655.50**

20. Shares alloted against application made earlier							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Babji Realtors Pvt Ltd		-	10.62	-	-	-	-
Capita Retail Prestige Mall Management		-	24.75	-	-	-	-
Thomsun Realtors Pvt Ltd		-	-	16.53	-	-	-
	Total	-	**35.37**	**16.53**	**-**	**-**	**-**
21. Debentures alloted against application made earlier							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Babji Realtors Pvt Ltd		-	68.60	-	-	-	-
	Total	-	**68.60**	**-**	**-**	**-**	**-**
22. Purchase of Investments							
Key Management Personnel & their relative							
Irfan Razack		-	6.56	0.25	-	-	-
Rezwan Razack		-	5.56	0.25	-	-	-
Noaman Razack		-	6.30	0.30	-	-	-
Uzma Irfan		-	0.50	-	-	-	-
Faiz Rezwan		-	0.50	-	-	-	-
	Total	-	**19.42**	**0.80**	**-**	**-**	**-**
23. Sale of Investments							
Key Management Personnel & their relative							
Irfan Razack		-	0.38	-	-	-	-
Rezwan Razack		-	0.38	-	-	-	-
Noaman Razack		-	0.38	-	-	-	-
	Total	-	**1.14**	**-**	**-**	**-**	**-**
24. Purchase of Goods							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Morph		11.95	44.73	50.16	18.93	1.59	-
Prestige Fashions Pvt Ltd		0.19	0.83	1.04	0.41	0.54	0.06
City Properties Maintenance Bangalore Ltd		-	-	0.04	-	-	-
Window Care		0.27	0.71	0.44	0.24	0.27	0.07
Morph Design Company		10.40	14.24	2.59	19.57	13.09	3.10
	Total	**22.81**	**60.51**	**54.27**	**39.15**	**15.49**	**3.23**

25. Purchase of Land							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Garden Constructions Pvt. Ltd		-	-	-	-	-	447.09
Prestige Constructions		-	-	-	-	-	1.06
	Sub Total	**-**	**-**	**-**	**-**	**-**	**448.15**
Key Management Personnel & their relative							
Anjum Jung		-	50.00	-	-	-	-
Uzma Irfan		-	5.74	-	-	-	-
Almas Rezwan		-	5.74	-	-	-	3.06
Badrunissa Irfan		-	5.74	-	-	-	2.87
Faiz Rezwan		-	5.68	-	-	-	-
Matheen Irfan		-	5.74	-	-	-	-
Sana Rezwan		-	5.68	-	-	-	-
Rezwan Razack		-	9.52	-	-	-	3.06
Irfan Razack		-	9.52	-	-	-	3.06
Noaman Razack		-	9.52	-	-	-	3.06
Sameera Noaman		-	5.74	-	-	-	-
	Sub Total	**-**	**118.62**	**-**	**-**	**-**	**15.11**
	Total	**-**	**118.62**	**-**	**-**	**-**	**463.26**
26. Sale of land/Units/Fitouts							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Nebula Investments		-	97.80	-	-	-	-
Good Food Company		-	3.59	-	1.07	-	-
Prestige Amusements Private Limited		-	-	-	-	-	11.96
Prestige Valleyview Estates Pvt.Ltd		-	-	-	-	-	112.25
West Palm Developments Pvt Ltd		-	-	-	-	57.22	-
Dollars Constructrions & Engineering Pvt Ltd		-	15.14	-	-	-	-
	Sub Total	**-**	**116.53**	**-**	**1.07**	**57.22**	**124.21**
Key Management Personnel & their relative							
Uzma Irfan		-	2.00	22.27	-	1.70	7.58
Badrunissa Irfan		-	-	20.90	-	1.44	3.36
Faiz Rezwan		-	2.00	21.69	-	2.11	4.91
Saif Abraham		-	-	22.82	-	-	-
Sana Rezwan		-	-	22.34	-	2.11	4.91
Danya Noaman		-	-	22.43	-	2.49	5.81
Rezwan Razack		-	263.91	7.99	-	12.25	14.75

Irfan Razack		-	263.91	7.99	16.45	13.44	17.51
Zaid Noaman		-	-	15.55	-	-	3.36
Noaman Razack		-	263.91	7.99	-	12.49	15.30
Zachira Hashim		-	-	-	-	2.39	5.57
Sameera Noaman		-	0.98	-	-	-	-
	Sub Total	-	**796.71**	**171.97**	**16.45**	**50.42**	**83.06**
	Total	-	**913.24**	**171.97**	**17.52**	**107.64**	**207.27**

27. Management Contract

JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Cessna Garden Developers Pvt.Ltd		-	51.67	70.31	-	-	-
Prestige Garden constructions Pvt Ltd		-	-	30.49	-	-	-
Prestige Amusements Private Ltd		-	-	-	26.83	25.59	20.70
Prestige Nottinghill Investments		9.64	40.97	36.15	-	-	-
Morph Design Co		-	1.39	-	-	-	-
Silverline Estates		-	37.70	-	-	-	-
	Total	**9.64**	**131.73**	**136.95**	**26.83**	**25.59**	**20.70**

28. Rent Income

JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Property Management & Services		-	0.64	1.53	1.53	0.71	0.70
Prestige Amusements Private Limited		0.42	1.67	1.62	1.52	1.52	1.24
Prestige Fashions Pvt Ltd		1.87	7.16	6.21	0.29	5.45	4.31
Morph Design Company		0.32	0.58	1.19	1.16	1.08	1.06
Good Food Company		-	7.43	5.29	7.48	5.83	5.89
West Palm Developments Pvt Ltd		-	-	-	-	0.09	-
Capita Retail Prestige Mall Mgt P Ltd		-	4.78	-	-	-	-
	Sub Total	**2.61**	**22.26**	**15.84**	**11.98**	**14.68**	**13.20**
	Total	**2.61**	**22.26**	**15.84**	**11.98**	**14.68**	**13.20**

29. Interest Income

JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Cessna Garden Developers Pvt.Ltd		-	45.08	24.64	0.41	16.98	2.39
Prestige Golf Resorts Pvt Ltd		0.18	0.36	-	-	-	-
Prestige Garden Resorts Pvt.Ltd		0.37	1.49	1.37	1.22	0.91	0.46
Babji Realtors Private Limited		-	-	-	-	1.69	-
Prestige Fashions Private Limtied		-	-	-	0.92	0.22	0.54
Prestige Garden Constructions Pvt Ltd		-	-	-	-	6.80	-

Silverline Estates		-	-	-	-	1.36	1.25
West Palm Developments Private Limited		-	-	-	0.60	3.68	2.68
Prestige Garden Estates Pvt.Ltd		-	-	0.21	1.15	0.35	0.08
Prestige Amusements Private Limited		-	-	0.58	2.35	0.16	0.26
	Sub Total	**0.55**	**46.93**	**26.80**	**6.65**	**32.15**	**7.66**
Key Management Personnel & their relative							
Irfan Razack		2.05	4.17	-	-	-	-
Rezwan Razack		1.94	3.89	-	-	-	-
Noaman Razack		1.94	3.89	-	-	-	-
	Sub Total	**5.93**	**11.95**	**-**	**-**	**-**	**-**
	Total	**6.48**	**58.88**	**26.80**	**6.65**	**32.15**	**7.66**
30. Rendering of services							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Property Management & Services		-	1.45	-	-	0.08	0.02
Prestige Fashions Pvt Ltd		-	1.35	-	-	-	0.30
Prestige Amusements Pvt Ltd		0.33	0.52	-	-	-	-
Prestige Garden Resorts Pvt Ltd		0.49	0.72	-	-	-	-
Cessna Garden Developers Pvt Ltd		-	2.97	-	66.43	127.19	-
Prestige Constructions		0.10	0.16	-	-	-	-
Prestige Nottinghill Investments		0.20	0.32	-	-	-	-
RRR Investments		-	-	-	-	-	-
Castlewood Investments		0.08	0.25	-	-	-	-
Prestige Garden Constructions Pvt Ltd		-	-	-	8.10	18.15	-
Good Food Company		-	-	-	-	0.06	-
Silverline Estates		-	1.59	-	94.00	37.50	-
City Properties Maintenance Bangalore Ltd		10.57	17.53	19.00	-	-	-
	Sub Total	**11.77**	**26.86**	**19.00**	**168.53**	**182.98**	**0.32**
Key Management Personnel & their relative							
Rabia Razack		0.10	0.18	-	-	-	-
Badrunissa Irfan		0.02	0.03	-	-	-	1.10
Irfan Razack		0.41	1.12	-	-	-	1.10
Rezwan Razack		0.43	2.38	-	-	-	-
Noaman Razack		0.15	0.77	-	-	-	-
Sameera Noaman		-	-	-	-	-	1.10
Uzma Irfan		0.17	0.09	-	-	-	-
Almas Rezwan		-	0.02	-	-	-	1.10
Anjum Jung		0.08	0.14	-	-	-	-
Faiz Rezwan		0.23	0.46	-	-	-	-
	Sub Total	**1.59**	**5.19**	**-**	**-**	**-**	**4.42**
	Total	**13.36**	**32.05**	**19.00**	**168.53**	**182.98**	**4.72**

31. Share of Profit from Firms & Dividends from Companies						
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested						
West Palm Developments Pvt.Ltd		5.18	15.60	8.46	-	-
Silverline Estates	9.15	164.45	24.54	43.88	-	0.11
Prestige Property Management & Services	-	30.72	-	-	-	-
Prestige Nottinghill Investments	20.26	87.41	62.29	-	-	-
Brunton Developers	-	-	-	-	-	-
Prestige Ozone Properties	0.18	-	1.33	0.61	-	-
Prestige Globe Estates	-	-	-	-	-	6.37
Prestige Garden Constructions Pvt Ltd	-	-	-	-	-	35.95
Total	**29.59**	**287.76**	**103.76**	**52.95**	**-**	**42.43**
32. Receiving of Services						
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested						
Sublime	16.78	31.46	-	-	-	-
Prestige Property Management & Services	-	10.32	32.30	10.45	38.06	36.61
Prestige Fashions Pvt Ltd	-	0.41	-	-	-	-
Morph Design Company	-	0.59	9.76	1.27	7.07	0.56
Prestige Globe Estates	-	-	-	-	-	-
Prestige Garden Constructions Pvt Ltd	1.33	4.18	-	-	-	-
Prestige amusements pvt ltd	2.61	4.52	-	-	-	-
Sub Total	**20.72**	**51.48**	**42.06**	**11.72**	**45.13**	**37.17**
Total	**20.72**	**51.48**	**42.06**	**11.72**	**45.13**	**37.17**
33. Interest Expenses						
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested						
Prestige Property Management & Services	-	5.09	13.17	11.58	20.72	27.57
Prestige Fashions Pvt Ltd	1.52	6.84	1.79	-	-	-
Prestige Amusements Pvt Ltd	0.40	0.79	0.10	-	-	-
Prestige Valley View Estates Pvt. Ltd	-	-	-	-	-	0.15
Cessna Garden Developers Pvt. Ltd	-	-	-	38.52	6.79	1.03
Westpalm Developments Pvt Ltd	-	0.65	0.71	-	-	-
Prestige Garden Constructions Pvt. Ltd	-	-	-	40.91	21.28	-
Dollars Constructions & Engg Pvt. Ltd	-	-	-	1.28	0.65	-
Prestige Garden Estates Pvt.Ltd	0.31	0.82	0.14	-	-	-
Sub Total	**2.23**	**14.19**	**15.91**	**92.29**	**49.44**	**28.75**
Total	**2.23**	**14.19**	**15.91**	**92.29**	**49.44**	**28.75**

34. Rental Expense							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Garden Constructions Pvt Ltd		4.59	8.59	-	0.75	-	-
Prestige Ozone Properties		1.50	6.00	3.60	0.90	-	-
	Sub Total	**6.09**	**14.59**	**3.60**	**1.65**	**-**	**-**
Key Management Personnel & their relative							
Uzma Irfan		0.27	1.09	1.05	1.24	0.84	0.45
Badrunissa Irfan		0.95	3.81	3.60	3.31	3.31	1.93
Sana Rezwan		0.18	0.73	0.69	0.64	0.64	0.37
Irfan Razack		2.78	1.74	0.27	3.20	1.32	1.11
Rezwan Razack		2.78	1.74	0.27	3.20	1.32	1.11
Noaman Razack		2.78	1.74	0.27	3.00	1.32	0.50
Faiz Rezwan		0.07	0.28	0.26	0.24	0.24	0.14
Zaid Noaman			-	-	0.05	-	-
Matheen Irfan		0.07	0.28	0.27	0.25	0.25	0.14
	Sub Total	**9.88**	**11.41**	**6.68**	**15.13**	**9.24**	**5.75**
	Total	**15.97**	**26.00**	**10.28**	**16.78**	**9.24**	**5.75**
35. Directors Remuneration / Commission Paid							
Key Management Personnel & their relative							
Irfan Razack		6.00	19.20	14.40	14.40	14.40	24.00
Rezwan Razack		6.00	19.20	14.40	14.40	14.40	24.00
Noaman Razack		-	8.40	12.00	12.00	12.00	14.70
Faiz Rezwan		0.08	0.28	0.30	0.30	0.30	0.25
Sameera Noaman		-	1.50	3.60	3.60	3.60	2.40
Almas Rezwan		-	1.50	3.60	3.60	3.60	2.40
Badrunissa Irfan		-	1.50	3.60	3.60	3.60	2.40
Zakria Hashim		-	0.28	0.30	0.30	0.30	0.25
Zaid Sidiq		0.15	0.55	0.60	0.45	0.08	-
Omer Bin Jung		-	18.00	18.00	18.00	6.60	3.36
Uzma Irfan		0.08	0.28	0.30	0.30	0.08	-
	Total	**12.31**	**70.69**	**71.10**	**70.95**	**58.96**	**73.76**
36. Share of Loss							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Realty Ventures		-	-	-	-	-	-
Prestige KRPTL Techpark		0.03	0.12	0.14	-	-	-
Hitech Properties		-	-	-	-	-	-

Eden Investments		-	-	-	-	-	-
RRR Investments		-	-	-	-	-	-
Prestige Ozone Properties		-	0.86	-	-	-	-
Prestige Whitefield Developers		0.11	0.05	-	-	-	-
	Total	**0.14**	**1.03**	**0.14**	**-**	**-**	**-**
37. Donation Given							
Associates and Companies, firms & trusts in which the directors are interested.							
Prestige Foundation		0.03					
	Total	**0.03**					
Amounts outstanding as at Balance Sheet Date							
Amounts Due to							
1. Share application money							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Projects Pvt Ltd		-	-	97.30	-	-	-
	Total	**-**	**-**	**97.30**	**-**	**-**	**-**
2. Inter Corporate Deposit(Including Interest) payable							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Fashions Pvt Ltd		44.52	45.55	48.99	-	-	-
Prestige Amusements Pvt Ltd		18.36	10.65	2.58	-	-	-
Cessna Garden Developers Pvt Ltd		-	-	-	29.79	153.57	0.80
Prestige Garden Constructions Pvt. Ltd		-	-	-	-	474.01	0.14
Dollars Constructions & Engg Pvt Ltd		-	-	-	0.99	11.12	-
Prestige Valley View Estates Pvt Ltd		-	-	-	-	-	0.12
Westpalm Developments Pvt Ltd		-	0.00	13.05	-	-	-
Prestige Garden Estates Pvt.Ltd		10.62	10.35	2.11	-	-	-
	Sub Total	**73.50**	**66.55**	**66.73**	**30.78**	**638.70**	**1.06**
	Total	**73.50**	**66.55**	**66.73**	**30.78**	**638.70**	**1.06**
3. Unsecured Loans Other than ICD(Including Interest) payable							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Property Management & Services		-	-	133.98	125.56	122.00	235.58
	Sub Total	**-**	**-**	**133.98**	**125.56**	**122.00**	**235.58**
Key Management Personnel & their relative							
Irfan Razack		178.80	173.91	19.41	32.02	1.30	1.36

Noaman Razack		27.67	22.75	24.49	41.91	11.40	3.97
Rezwan Razack		42.36	37.45	34.58	39.41	5.40	2.01
Uzma Irfan		9.00	9.00	10.00	-	-	-
Badrunissa Irfan		3.19	3.19	3.19	3.19	-	-
Sameera Noaman		3.19	3.19	3.19	3.19	-	-
Almas Rezwan		3.19	3.19	3.19	3.19	-	-
	Sub Total	**267.40**	**252.68**	**98.03**	**122.91**	**18.10**	**7.34**
	Total	**267.40**	**252.68**	**232.02**	**248.48**	**140.10**	**242.92**
4. Sundry Creditors							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Property Management & Services		2.02	4.98	62.62	30.40	8.32	7.14
Prestige Amusements Private Limited		18.40	17.72	11.11	3.34	4.48	0.47
Capitaland Retail Prestige Mall Mgt Pvt Ltd		-	1.21	-	-	-	-
Prestige Garden Estates Pvt.Ltd		3.98	3.98	3.98	-	-	-
West Palm Developments Pvt Ltd		-	-	-	0.14	-	-
Prestige Garden Constructions Pvt Ltd		-	3.90	-	-	-	-
Prestige Constructions		-	-	-	0.19	0.19	0.19
Prestige Ozone Properties		1.45	0.95	-	0.26	-	-
Prestige Realty Ventures		199.00	199.00	-	-	-	-
Morph		03.96	13.68	5.16	1.25	-	-
Morph Design Company		06.48	6.64	6.20	0.04	-	-
Sublime		03.71	3.67	-	-	-	-
Window Care		-	0.05	0.14	0.01	-	-
City Properties Maintenance Bangalore Ltd		-	-	-	-	-	-
	Sub Total	**239.00**	**255.77**	**89.21**	**35.63**	**12.99**	**7.80**
Key Management Personnel & their relative							
Irfan Razack		7.84	2.81	1.32	0.93	0.87	0.59
Noaman Razack		2.35	0.13	1.08	0.63	0.73	0.49
Rezwan Razack		6.54	1.47	2.77	0.92	0.89	0.59
Badrunissa Irfan		-	-	0.10	0.15	0.47	0.37
Faiz Rezwan		0.05	-	0.05	0.14	0.30	0.04
Uzma Irfan		0.05	-	0.07	0.14	0.13	0.14
Zakria Hashim		-	0.20	0.05	0.18	0.26	0.22
Sameera Noaman		-	-	0.10	0.15	0.24	0.14
Almas Rezwan		-	-	0.50	0.15	0.18	0.14
Sana Rezwan		-	-	-	-	0.04	0.04
Matheen Irfan		-	-	-	-	0.02	0.02
Zaid Sidiq		0.09	-	0.13	-	0.07	-
Anjum Jung		41.50	41.50	-	-	-	-
	Sub Total	**58.42**	**46.12**	**6.17**	**3.39**	**4.20**	**2.78**
	Total	**297.42**	**301.89**	**95.38**	**39.02**	**17.19**	**10.57**

5. Lease Deposits Received							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Amusements Private Limited		1.40	1.40	1.40	1.40	1.40	1.40
Prestige Fashions Pvt Ltd		4.27	4.27	3.94	3.94	4.12	3.88
Prestige Property Management & Services		-	-	1.28	1.28	0.58	0.58
Capitaretail Prestige Mall Mgt Pvt Ltd		-	-	2.40	-	-	-
Morph Design Company		0.88	0.88	0.88	0.88	0.88	-
	Sub Total	6.55	6.55	9.90	7.50	6.98	5.86
	Total	**6.55**	**6.55**	**9.90**	**7.50**	**6.98**	**5.86**
6. Advances Repayable							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Interiors			-	-	-	-	-
Silverline Estates		117.32	137.32	153.82	446.48	344.92	-
Brunton Developers		-	-	-	-	-	-
Morph Design Company		-	0.18	-	-	-	-
Dollars Constructrions Pvt Ltd		-	-	13.30	9.00	-	-
	Sub Total	**117.32**	**137.50**	**167.12**	**455.48**	**344.92**	**-**
Key Management Personnel & their relative							
Irfan Razack		105.00	105.00	172.50	-	3.50	3.06
Rezwan Razack		105.00	105.00	162.50	-	1.00	1.59
Noaman Razack		105.00	105.00	162.50	-	-	1.82
Omer Bin Jung		0.50	0.50	0.50	-	-	-
Badrunissa Irfan		-	3.13	2.50	16.00	-	1.82
Faiz Rezwan		-	0.50	0.50	13.00	-	2.73
Uzma Irfan		-	2.50	2.50	15.00	1.50	2.22
Almas Rezwan		-	-	-	-	1.51	-
Danya Noaman		-	-	-	15.00	-	3.17
Sana Rezwan		-	12.00	12.00	16.00	2.50	2.73
Saif Abraham		-	-	2.30	10.69	7.07	
Zaid Noaman		-	-	-	11.00	-	1.82
Zackria Hashim		-	-	-	-	-	3.06
Sameera Noaman		12.48	11.50	11.50	6.50	5.00	-
Rabia Razack		10.00	10.00	10.00	10.00	-	-
	Sub Total	**337.98**	**355.13**	**539.30**	**113.19**	**22.08**	**24.02**
	Total	**455.30**	**492.63**	**706.42**	**568.67**	**367.00**	**114.47**
Amounts Due From							
1. Inter Corporate Deposit(Including Interest) receivable							

JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Cessna Garden Developers Pvt.Ltd		-	93.83	585.26	46.32	13.17	128.85
Babji Realtors Pvt. Ltd		-	-	-	77.98	43.11	-
DownHills Holdiay Resorts Pvt Ltd		-	-	-	-	-	40.25
Foot Hills Holdiay Resorts Pvt Ltd.		-	-	-	-	-	42.47
Pennar Hotels & Resorts Pvt Ltd		-	-	-	-	-	29.92
Village De-Nandi Pvt. Ltd		-	-	-	-	-	9.14
Prestige Amusements Pvt Ltd		-	-	-	15.31	22.62	-
Prestige Fashions Pvt Ltd		-	-	-	0.71	10.02	4.32
Prestige Garden Constructions Pvt. Ltd		-	-	-	0.14	5.27	2.50
Prestige Golf Resorts Pvt Ltd		5.91	5.74	-	-	-	-
Prestige Garden Estates Pvt.Ltd		0.11	0.11	0.11	12.89	2.77	2.56
West Palm Developments Pvt Ltd		-	-	-	-	18.96	35.88
Prestige Garden Resorts Pvt.Ltd		14.19	13.86	12.39	10.71	8.38	5.90
	Sub Total	20.21	113.54	597.76	164.06	124.30	301.79
	Total	**20.21**	**113.54**	**597.76**	**164.06**	**124.30**	**301.79**
2. Lease Deposits given							
Key Management Personnel & their relative							
Badrunissa Irfan		3.31	3.31	3.31	3.31	3.31	3.31
Jameela Abudlla		-	-	-	-	0.33	0.33
Sana Rezwan		0.64	0.64	0.64	0.64	0.64	0.64
Uzma Irfan		0.93	0.93	0.93	0.93	0.60	0.60
Faiz Rezwan		0.24	0.24	0.24	0.24	0.24	0.24
Matheen Irfan		0.25	0.25	0.25	0.25	0.25	0.25
Irfan Razack		63.16	0.11	0.11	0.11	0.11	0.11
Noaman Razack		59.55	0.11	0.11	0.11	0.11	0.11
Rezwan Razack		59.55	0.11	0.11	0.11	0.11	0.11
	Total	**187.63**	**5.70**	**5.70**	**5.70**	**5.70**	**5.70**
3. Sundry Debtors							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Garden Constructions pvt ltd			-	30.18	8.07	19.35	-
Babji Realtors Pvt. Ltd					-	0.67	-
Prestige Realty Ventures			-	0.26	-	-	
Prestige Amusements Pvt Ltd		0.25	0.18	-	-	-	23.72
Prestige Nottinghill Investments		90.78	76.07	35.35	-	-	-
Kandid Marketing & Services Pvt Ltd			-	-	0.01	0.01	-
RRR Investments		.18	0.18	-	-	-	-
Cessna Garden Developers Pvt.Ltd			56.40	121.28	58.93	120.06	-
Silverline Estates		36.79	38.09	0.01	94.98	41.05	-
Castlewood Investments		0.15	0.07	-	0.03	0.02	-

Prestige Property Management & Services			-	2.77	-	-	-
Prestige Fashions Pvt Ltd		1.13	1.69	0.39	0.33	0.31	0.31
Good Food Company		1.02	0.83	0.35	-	0.40	0.38
Prestige Constructions		1.34	1.25	-	0.05	0.02	-
Dollars Constructrions & Engineering Pvt Ltd		1.84	1.84	-	-	0.01	-
Prestige Home Finance Limited			-	-	0.01	0.01	-
Capita Retail Prestige Mall Mgt P Ltd			0.40	0.34	-	-	-
Prestige Garden Estates Pvt Ltd			-	-	0.05	0.05	05.07
Prestige Garden Resorts Pvt Ltd		4.74	4.26	-	0.03	0.02	-
Prestige Golf Resorts Pvt Ltd		0.10					
West Palm Developments Pvt Ltd		0.00	-	-	0.03	53.67	-
Thomsun Realtors Pvt ltd		0.00	-	0.03	-	-	-
Windowcare		0.01	0.01	-	-	0.01	-
Morph		0.00	-	-	-	-	-
Morph Design Company		2.43	2.26	0.89	0.34	0.03	0.07
City Properties Maintenance Bangalore ltd		25.10	36.53	19.00	-	-	-
Nebulla Investments		81.86	90.30	-	-	-	-
Prestige Property Management & Services		-	-	-	-	0.01	-
	Sub Total	**247.72**	**310.36**	**210.85**	**162.86**	**235.70**	**29.55**
Key Management Personnel & their relative							
Faiz Rezwan		0.18	3.24	3.77	-	-	-
Uzma Irfan		1.02	4.11	4.15	-	-	-
Danya Noaman		-	-	4.08	-	-	-
Rabia Razack		0.15	0.05	-	-	-	-
Sana Rezwan		-	2.34	3.09	-	-	-
Zaid Noaman		-	-	2.35	-	-	-
Badrunissa Irfan		-	0.07	1.53	-	-	1.10
Irfan Razack		-	7.53	0.49	0.03	4.14	1.10
Almas Rezwan		-	-	-	-	-	1.10
Anjum Jung		0.32	0.24	-	-	-	-
Rezwan Razack		-	9.30	0.29	0.03	4.64	-
Noaman Razack		-	9.30	0.29	-	6.14	-
Sameera Noaman		-	0.15	0.15	-	-	1.10
	Sub Total	**1.67**	**36.33**	**20.19**	**.05**	**14.91**	**4.42**
	Total	**249.39**	**346.70**	**231.04**	**162.91**	**250.61**	**33.97**
4. Loans & Advances recoverable							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Prestige Projects Pvt Ltd		1025.67	898.67	896.42	-	-	-
Colonial Estates		1.50	1.50	1.50	1.50	1.50	-
Babji Realtors Pvt.Ltd			-	0.44	-	442.03	-
Hitech Properties		50.82	50.82	50.82	50.77	49.60	24.60
Silverline Estates		237.01	227.86	63.41	43.88	-	108.55

Eden Investments		33.10	33.10	33.10	33.10	-	-
Prestige Ozone Properties		56.62	56.43	59.79	60.36	-	-
Prestige Whitefield Developers		28.09	38.20	37.15	37.15	-	-
Morph		29.95	27.32	23.81	31.26	19.52	-
Morph Design Company		8.34	10.99	2.73	8.48	-	-
Prestige Nottinghill Investments		52.15	86.89	79.48	64.84	211.80	126.80
Prestige Garden Constructions Pvt. Ltd		6.89	-	-	11.00	-	-
Prestige Garden Estates Pvt Ltd		-	-	-	695.92	-	-
RRR Investments		175.70	163.60	145.01	-	-	-
Silver Oak Projects		-	-	-	-	-	-
Brunton Developers		-	-	-	-	-	-
Educate India Foundation		166.13	166.13	153.78	135.28	103.63	49.39
Educate India Trust		35.58	35.58	35.58	35.80	35.80	-
Prestige Fashions Pvt Ltd		-		-	-	-	-
Prestige Glboal Estates		-	-	-	-	1.65	3.45
Prestige Whitefield Investments		-	-	-	-	498.18	-
RR Estates		-	-	-	189.50	-	-
Prestige Realty Ventures		229.00	229.00	-	-	-	-
Sublime		14.71	23.72	-	-	-	-
Prestige KRPTL Techpark		68.32	68.35	68.27	67.91	-	-
Prestige Property Management & Services		-	-	-	-	-	-
Window Care		0.22	0.39	0.17	-	-	-
	Sub Total	**2,219.80**	**2,118.55**	**1,651.46**	**1,466.75**	**1,363.71**	**312.79**
Key Management Personnel & their relative							
Anjum Jung		-	-	5.00	5.00	-	-
Irfan Razack		-	69.29	-	10.00	-	-
Rezwan Razack		-	65.26	-	-	-	-
Noaman Razack		-	65.26	-	-	-	-
Badrunissa Irfan		-	-	-	17.50	-	-
Sameera Noaman		-	-	-	20.00	-	-
Almas Rezwan		-	-	0.09	-	-	-
Brunton Developers		-	-	-	-	-	-
Zackria Hashim		-	-	0.01	-	-	-
	Sub Total	**0.00**	**199.81**	**5.10**	**52.50**	**-**	**-**
	Total	**2,219.80**	**2,318.36**	**1,656.56**	**1,519.25**	**1,363.71**	**312.79**
5. Debentures/Debentures application money Invested							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Babji Realtors Pvt.Ltd		-	-	68.60	-	-	-
	Total	**-**	**-**	**68.60**	**-**	**-**	**-**
7. Guarantees & Collaterals Provided							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							

Babji Realtors Pvt Ltd		350.00	351.13	-	-	-	-
Cessna Garden Developers Pvt.Ltd		-	3,391.10	2,233.44	2,936.42	3,167.75	-
Prestige Fashions Pvt Ltd		46.99	47.49	74.62	38.58	33.22	81.00
Prestige Garden Constructions pvt ltd		-	-	100.00	100.00	1613.00	-
Silverline Estates		-	75.60	50.00	50.00	-	-
Educate India Foundation		35.89	39.77	50.02	60.21	67.68	70.80
	Sub Total	**432.88**	**3,905.09**	**2,508.08**	**3,185.21**	**4,881.65**	**151.80**
	Total	**432.88**	**3,905.09**	**2,508.08**	**3,185.21**	**4,881.65**	**151.80**
8. Guarantees & Collaterals Received							
JV's, Associates, Firms in which the Company is a Partner, Company, Firms & trusts in which the directors are interested							
Cessna Garden Developers Pvt.Ltd		-	3,239.08	5,139.07	2,547.41	1,000.00	-
Silverline Estates		-	202.50	-	-	-	-
Prestige Nottinghill Investments		-	-	-	-	1,418.00	-
Prestige Garden Estates Pvt Ltd		-	-	-	2,547.41	337.89	-
Prestige Realty Ventures		3,523.39	3,168.74	-	-	-	-
	Sub Total	**3,523.39**	**6,610.32**	**5,139.07**	**5,094.82**	**2,755.89**	**-**
Key Management Personnel & their relative							
Directors		36,298.84	38,960.76	16,520.40	5,077.92	3,401.93	-
	Sub Total	**36,298.84**	**38,960.76**	**16,520.40**	**5,077.92**	**3,401.93**	**-**
	Total	**39,822.23**	**45,571.08**	**21,659.47**	**10,172.74**	**6,157.82**	**-**

Note :

1. Related Party transactions are as identified by the Group on the basis of information available with them and relied upon by the auditors

2. The above amounts exclude reimbursement of expenses

Annexure 18 - Summary of Major Accounting Ratios

(Amount in Rs. other than number of shares and percentages)

		Particulars	For the period ended June 30, 2010	For the year ended March, 31 2010	2009	2008	2007	2006
1		**Earnings Per Share**						
		Basic & Diluted (See note 4 below)	0.56	5.53	2.95	2.57	1.30	1.05
	a	Total number of shares outstanding at the end of the year (nos)	262,500,000	262,500,000	12,500,000	12,500,000	12,500,000	12,500,000
	b	Weighted average number of equity shares outstanding duirng the year (nos)						
		Basic	262,500,000	262,500,000	262,500,000	262,500,000	262,500,000	262,500,000
		Diluted	262,500,000	262,500,000	262,500,000	262,500,000	262,500,000	262,500,000
2		**Return on Net Worth (%)**	**1.88%**	**19.02%**	**12.66%**	**13.60%**	**19.46%**	**24.07%**
3		**Net Asset Value per equity share (See Note 4 below)**	**29.64**	**29.10**	**48.96**	**39.71**	**13.98**	**9.15**

1	The ratios have been computed as below:	
	Earnings Per Share (Rs.)	Net Profit attributable to equity shreholders as restated / Weighted average number of equity shares outstanding during the year
	Return on net worth (%)	Net profit after tax as restated / Net Worth excluding revaluation reserve at the end of the year
	Net Asset Value per equity shares(Rs.)	Net worth excluding revalutation reserve and preference share capital at the end of the year / Number of equity shares outstanding at the end of the year.
2	Profit and loss as restated has been considered for the purpose of computing the above ratios.	
3	Earnings per share is calculated in accordance with Accounting Standard 20 'Earning Per Share'.	
4	In the Annual General Meeting held on September 22, 2009 the shareholders have consented for issuance of 20 equity shares of face value of Rs 10/- each as bonus shares for every one share held by the equity shareholders of the Company whose name appear in the register of members as on the record date, by capitalisation of Surplus in Profit and Loss account.Subsequently, the Board of Directors vide their resolution on September 23, 2009 have alloted the said bonus shares. Consequently, the calculation of basic and diluted earnings per share has been adjusted for the increase in number of equity shares outstanding as a result of the issuance of bonus equity shares, for all the periods presented.	
5	Since the rate of conversion of debentures has not been finalized, potential equity shares on conversion of debentures have not been considered for EPS calculation.	
6	The above ratio for the period ended June 30, 2010 are not annualized.	

Annexure 19 - Capitalisation statement as restated of the Group as at June 30, 2010			
			(Amount in Rs. Million)
Particulars		**Pre- Issue as at June 30, 2010**	**Post-Issue as at _____**
	Total Debt		
	Short Term Debt	1,090.11	
	Long Term Debt	19,109.42	
	Total	**20,199.54**	
	Total Shareholders Fund		
	Share Capital	2,625.00	Will be determinted on finalization of issue price
	Securities Premium	-	
	Profit and Loss Account	1,858.56	
	Total	**4,483.56**	
	Total Capitalization	**4,483.56**	
	Long Term Debt to Total Shareholders' Funds	**4.26**	
	Notes:		
1	The above has been computed on the basis of restated statement of accounts.		
2	Short Term Debts are debts maturing within next one year from the date of the respective statement of accounts.		
3	The above ratio has been computed on the basis of total long term debt divided by shareholder's funds.		
4	In the Annual General Meeting held on September 22, 2009 the shareholders have consented for issuance of 20 equity shares of face value of Rs 10/- each as bonus shares for every one share held by the equity shareholders of the Company whose name appear in the register of members as on the record date, by capitalisation of Surplus in Profit and Loss account. Subsequently, the Board of Directors vide their resolution on September 23, 2009 have alloted the said bonus shares.		
5	Reserves and Surplus as at March 31, 2010 includes Captial Reserve and Surplus in Profit and Loss account. Capital reserve balance has been excluded in the shareholders funds considered for the calculation above.		

UNCONSOLIDATED FINANCIAL INFORMATION OF PRESTIGE ESTATES PROJECTS LIMITED

The Board of Directors
Prestige Estates Projects Limited
No 1, Falcon House
Main Guard Cross Road
Bangalore – 560 001

Dear Sirs,

Re: Public issue of Equity Shares of Prestige Estates Projects Limited

We have examined the Unconsolidated Financial Information of Prestige Estates Projects Limited ('the Company'), annexed to this report for the purpose of inclusion in the Offer document and initialed by us for identification. The Unconsolidated financial information, prepared by the Company and approved by the Board of Directors, has been prepared in accordance with:

a) paragraph B (1) of Part II of Schedule II to the Companies Act, 1956 ('the Act');

b) Securities and Exchange Board of India ('SEBI') – Issue of Capital and Disclosure Requirements Regulation, 2009 (the 'ICDR Regulations') notified on August 26, 2009, as amended from time to time;

c) Guidance Note on Reports in Company Prospectuses (Revised) issued by the Institute of Chartered Accountants of India ('ICAI');

d) the terms of reference received from the Company requesting us to carry out work in connection with the offer document being issued by the Company in connection with its Proposed Initial Public Offer ('IPO') of Equity Shares;

Financial Information as per the Audited Financial Statements

1. We have examined the attached 'Unconsolidated Summary Statement of Assets and Liabilities, as restated' of the Company as at March 31, 2006, 2007, 2008, 2009, 2010 and as at June 30, 2010 (Annexure 1), the attached 'Unconsolidated Summary Statement of Profits and Losses, as restated' for each of the years ended March 31, 2006, 2007, 2008, 2009, 2010 and for the three months period ended June 30, 2010 (Annexure 2) and the attached 'Unconsolidated Cash Flow Statement, as restated' for the each of the years ended March 31, 2006, 2007, 2008, 2009, 2010 and for the three months period ended June 30, 2010 (Annexure 3), together referred to as 'Unconsolidated Summary Statements, as restated'.

   These Unconsolidated Summary Statements, as restated have been extracted from the financial statements for the years ended March 31, 2006, 2007, 2008, 2009, 2010 and for the three months period ended June 30, 2010 adopted by the Members / Board of Directors and audited by us for those respective years.

   Based on our examination of these Unconsolidated Summary Statements as Restated, we state that:

a) Annexure 1 contains the Unconsolidated Summary Statement of Assets and Liabilities, as restated of the Company as at March 31, 2006, 2007, 2008, 2009, 2010 and June 30, 2010;

b) Annexure 2 contains the Unconsolidated Summary Statement of Profits and Losses , as restated of the Company for each of the years ended March 31, 2006, 2007, 2008, 2009, 2010 and for the three months period ended June 30, 2010:

c) Annexure 3 contains the Unconsolidated Cash Flow Statement, as restated for each of the years ended March 31, 2006, 2007, 2008, 2009, 2010 and for the three months period ended June 30, 2010:

d) Annexure 4 contains the Summary of adjustments made in the Unconsolidated Summary Statements, which have been restated with retrospective effect to reflect the significant accounting policies being adopted by the Company as at June 30, 2010;

e) The Unconsolidated Summary Statements as restated have to be read in conjunction with the 'Significant Accounting Policies and Notes to Unconsolidated Summary Statement, as Restated' given in Annexure 5 to this report;

f) The Unconsolidated Summary Statements as restated, have been restated with retrospective effect to reflect the Significant Accounting policies being adopted by the Company as at June 30, 2010;

g) The restated profits/losses have been arrived at after making such adjustments and regroupings as in our opinion are appropriate in the year / period to which they relate;

h) There are no extraordinary items that need to be disclosed separately in the Unconsolidated Summary Statements as restated;

i) There are no qualifications in the auditors' report on the financial statements that require adjustments to the Unconsolidated Summary Statements as restated.

Other Financial Information

2. We have examined the following information as at and for each of the years ended March 31, 2006, 2007, 2008, 2009, 2010 and for the three months period ended June 30, 2010 of the Company, proposed to be included in the Offer document, as approved by the Board of Directors and annexed to this report:

a) Annexure 6 contains Unconsolidated Schedule of Fixed Assets, as restated;

b) Annexure 7 contains Unconsolidated Schedule of Investments, as restated;

c) Annexure 8 contains Unconsolidated Schedule of Inventories, as restated;

d) Annexure 9 contains Unconsolidated Schedule of Sundry Debtors, as restated ;

e) Annexure 10 contains Unconsolidated Schedule of Cash and Bank Balances, as restated;

f) Annexure 11 contains Unconsolidated Schedule of Loans and Advances, as restated;

g) Annexure 12A contains Unconsolidated Schedule of Secured and Unsecured Loans as restated;

h) Annexure 12B contains Details of Secured and Unsecured Loans;

i) Annexure 13 contains Unconsolidated Schedule of Current Liabilities and Provisions, as restated;

j) Annexure 14A contains Unconsolidated Schedule of Share Capital, as restated;

k) Annexure 14B contains Unconsolidated Schedule of Reserves and Surplus, as restated;

l) Annexure 15 contains Unconsolidated Schedule of Other Income as restated;

m) Annexure 16 contains Unconsolidated Schedule of Contingent Liabilities and Commitments as restated;

n) Annexure 17 contains Schedule of Related Party Transactions as restated;

o) Annexure 18 contains Summary of Major Accounting ratios;

p) Annexure 19 contains Statement of Tax Shelter as restated.

3. We have examined the Capitalisation Statement as at June 30, 2010 included in Annexure 20.

4. The Company has not paid any dividend to its shareholders during each of the years ended March 31, 2006, 2007, 2008, 2009, 2010 and during the three months period ended June 30, 2010, hence the information regarding the rates of dividend in respect of each class of shares has not been disclosed.

5. In our opinion, the 'Financial Information as per Audited Financial Statements' and 'Other Financial Information' mentioned above as at and for each of the years ended March 31, 2006, 2007, 2008, 2009, 2010 and for the three months period ended June 30, 2010 have been prepared in accordance with Part II of schedule II of the Act and the ICDR Regulations.

This report neither should not in any way be construed as a reissuance or redating of any of the previous audit reports nor should this be construed as a new opinion on any of the Financial Statements referred to herein. We have no responsibility to update our report for events and circumstances occurring after the date of this report.

This report is intended solely for your information and for inclusion in Offer document in connection with the proposed IPO of the Company and is not to be used, referred to or distributed for any other purpose without our prior written consent.

for Deloitte Haskins & Sells
Chartered Accountants
Regn. No.: 008072S

S. Ganesh
Partner
M. No: 204108

Place : Bangalore
Date : September 16, 2010

Annexure 1 - Unconsolidated Summary Statement of Assets and Liabilities, as restated							(Amount in Rs. Million)
		As at	As at March 31,				
		June 30, 2010	2010	2009	2008	2007	2006
FIXED ASSETS							
Gross Block		6,006.51	6,005.67	5,305.16	2,941.37	2,336.00	2,165.98
Less : Accumulated depreciation		1,630.10	1,547.72	1,210.55	912.58	689.96	525.53
Net Block		4,376.41	4,457.95	4,094.61	2,028.79	1,646.04	1,640.45
Capital Work in Progress		748.98	571.62	491.13	2,408.70	501.17	357.00
Total	**A**	**5,125.39**	**5,029.57**	**4,585.74**	**4,437.49**	**2,147.21**	**1,997.45**
Investments	**B**	**5,289.58**	**5,177.03**	**4,580.85**	**4,966.42**	**2,523.53**	**993.90**
Deferred tax (liability) / Asset (net)	**C**	**(20.91)**	**(4.36)**	**(33.10)**	**8.67**	**(1.33)**	**(7.13)**
CURRENT ASSETS, LOANS AND ADVANCES							
Inventory		8,101.16	7,891.43	7,137.11	5,566.00	8,687.79	4,829.81
Sundry debtors		4,385.16	3,947.47	2,537.81	1,275.53	1,731.43	939.52
Cash and bank balances		441.04	1,361.09	1,120.67	564.24	183.19	294.38
Interest Accrued but not due		5.65	2.61	1.63	0.01	-	-
Loans and advances		6,539.27	5,844.54	5,796.52	7,046.41	5,245.83	3,160.90
Total	**D**	**19,472.28**	**19,047.14**	**16,593.74**	**14,452.19**	**15,848.24**	**9,224.61**
Total (A+ B+ C+D)	**E**	**29,866.34**	**29,249.38**	**25,727.23**	**23,864.77**	**20,517.65**	**12,208.83**
LIABILITIES AND PROVISIONS							
Secured Loans		12,382.27	12,048.49	7,824.93	7,068.05	4,626.95	1,847.56
Unsecured Loans		802.70	610.57	1,019.21	246.90	783.76	645.09
Current Liabilities & Provision		10,156.06	10,314.09	12,003.09	12,720.09	13,769.47	8,794.28
Total	**F**	**23,341.03**	**22,973.15**	**20,847.23**	**20,035.04**	**19,180.18**	**11,286.93**
Net Worth (E - F)	**G**	**6,525.31**	**6,276.23**	**4,880.00**	**3,829.73**	**1,337.47**	**921.90**
Net Worth represented by							
Share capital		2,625.00	2,625.00	125.00	125.00	125.00	125.00
Reserves & surplus		3,900.31	3,651.23	4,755.00	3,704.73	1,212.47	796.90
Total	**I**	**6,525.31**	**6,276.23**	**4,880.00**	**3,829.73**	**1,337.47**	**921.90**

The accompanying Significant Accounting Policies as adopted by the Company and Notes to the Unconsolidated Summary Statements as restated (Annexure 5) and Statement of cash flows as restated (Annexure 3) are an integral part of this statement.

Annexure 2 - Unconsolidated Summary Statement of Profits and Losses, as restated						
						(Amount in Rs. Million)
	For the period ended June 30, 2010	For the year ended March 31,				
		2010	2009	2008	2007	2006
INCOME						
Residential and commercial projects	2,228.32	8,117.65	7,525.68	8,209.78	3,223.93	3,536.49
Contractual projects	-	-	-	81.80	286.67	475.39
Facilities, rental and maintenance income	135.94	486.79	345.01	265.99	217.14	178.67
Property rental income	231.40	892.23	846.83	977.38	475.28	330.32
Other income	78.68	434.99	179.43	130.47	67.74	83.72
Gain on derivative transaction	-	-	-	27.22	-	-
	2,674.34	**9,931.66**	**8,896.95**	**9,692.64**	**4,270.76**	**4,604.59**
EXPENDITURE						
Cost of residential and commercial projects	1,781.43	6,307.44	5,237.41	6,977.05	2,487.32	3,126.76
Cost of contractual projects	-	-	-	75.18	245.22	421.12
Facilities operating expenses	21.22	61.92	61.51	41.60	41.94	37.25
Property expenses	108.55	381.86	334.58	565.58	112.68	87.71
Employee cost	88.03	303.32	263.49	223.19	157.50	101.37
General and administrative expenses	33.37	156.00	244.34	209.15	201.18	164.48
Selling expenses	64.27	103.51	97.58	110.63	79.17	49.47
Financial expenses						
- Interest (Net)	154.46	660.78	628.68	451.32	204.70	45.42
- Loss on Derivative transaction	-	-	651.55	-	-	-
Preliminary expenses written off	-	-	-	-	-	0.13
Depreciation	82.38	349.33	305.79	222.64	165.76	169.96
Total Operating Expenses	**2,333.71**	**8,324.16**	**7,824.93**	**8,876.34**	**3,695.47**	**4,203.67**
Profit before Tax and Extraodinary items	**340.63**	**1,607.50**	**1,072.02**	**816.30**	**575.29**	**400.92**
Extraordinary items	**-**	**-**	**-**	**-**	**-**	**-**
Provision for taxation						
- Current tax	75.00	240.00	265.00	217.50	185.00	135.00
- Provision for earlier years	-	(21.09)	1.35	12.50	10.79	2.11
- Deferred tax	16.55	(28.74)	41.77	(8.81)	(5.80)	(19.97)
- Fringe benefit tax	-	-	2.80	3.10	3.20	1.90
Profit after Tax and extraodinary items as per audited financial statements	**249.08**	**1,417.33**	**761.10**	**592.01**	**382.10**	**281.88**
Adjustments made on account of restatement:						
Changes in accounting policy and prior period items (Refer Annexure 4)	-	-	-	-	-	(46.59)
Income tax (Refer Annexure 4)	-	(21.09)	1.35	15.83	33.47	(60.75)
Current tax impact of adjustments	-	-	-	-	-	15.68
Total of adjustments after tax	**-**	**(21.09)**	**1.35**	**15.83**	**33.47**	**(91.66)**
Profit after Tax and extraodinary items as restated	**249.08**	**1,396.24**	**762.45**	**607.84**	**415.57**	**190.22**
Add: Balance brought forward as restated	**1,476.67**	**2,461.22**	**1,698.77**	**1,093.26**	**677.69**	**487.47**
Less: Transition adjustment for Employee benefits arising out of adoption of AS 15	-	-	-	2.33	-	-
Less: Adjusted against issue of bonus shares	-	2,380.79	-	-	-	-
Appropriations						
General reserve	-	-	-	-	-	-

Surplus carried forward	**1,725.75**	**1,476.67**	**2,461.22**	**1,698.77**	**1,093.26**	**677.69**

The accompanying Significant Accounting Policies as adopted by the Company and Notes to the Unconsolidated Summary Statements as restated (Annexure 5) and Statement of cash flows as restated (Annexure 3) are an integral part of this statement.

Annexure 3 - Unconsolidated Cash Flow Statement, as restated						
						(Amount in Rs. Million)
	For the period ended June 30, 2010	For the year ended March 31,				
		2010	2009	2008	2007	2006
Cash flow from operating activities						
Profits before taxation and extraordinary items	**340.63**	**1,607.50**	**1,072.02**	**816.30**	**575.29**	**400.92**
Add: Adjustments for						
Depreciation	82.38	349.33	305.79	222.64	165.76	169.96
Preliminary Expenses	-	-	-	-	-	0.13
Provision for bad debts	-	-	-	-	-	10.00
Dimunition in value of investments	-	-	0.16	-	5.03	0.31
	82.38	**349.33**	**305.95**	**222.64**	**170.79**	**180.40**
Add : Expenses/debits considered seperately						
Loss on sale of investments	-	4.70	1.94	-	-	-
Financial expenses	154.46	660.78	1,280.22	424.10	204.70	45.42
Loss on sale of Fixed assets		-	-	-	-	8.63
	154.46	**665.48**	**1,282.16**	**424.10**	**204.70**	**54.05**
Less: Incomes / credits considered seperately						
Profit on sale of Investments	-	-	-	-	-	0.79
Interest income	11.50	70.17	48.88	65.87	33.97	9.50
Interest received Partner's current account	-	-	-	-	1.36	1.25
Dividend income	19.85	4.73	14.97	-	0.00	46.81
Impairment in Investment written back	-	0.16	-	-	-	-
Profit on sale of fixed assets	-	1.34	13.62	1.03	4.15	0.04
	31.35	**76.40**	**77.47**	**66.90**	**39.48**	**58.39**
Operating profit before changes in working capital	**546.12**	**2,545.91**	**2,582.66**	**1,396.14**	**911.30**	**576.98**
Adjustments for:	-	-				
(Increase) / decrease in sundry debtors	(437.69)	(1,409.65)	(1,262.29)	(332.02)	(791.91)	(680.51)
(Increase) / decrease in inventories	(209.74)	(754.32)	(1,571.11)	3,121.80	(3,857.99)	(2,091.41)
(Increase) / decrease in loans and advances	(606.11)	(358.43)	1,489.25	778.02	(1,151.23)	(735.81)
Increase / (decrease) in current liabilities	(451.56)	(2,137.48)	(760.87)	(1,485.87)	4,614.70	3,257.90
Increase / (decrease) in provisions	221.21	117.24	(4.86)	125.02	(156.71)	145.13
	(1,483.89)	**(4,542.64)**	**(2,109.88)**	**2,206.95**	**(1,343.14)**	**(104.70)**
Cash generated from / used in operations	**(937.77)**	**(1,996.73)**	**472.78**	**3,603.09**	**(431.84)**	**472.28**
Direct taxes paid	(35.06)	(43.39)	(63.97)	(346.62)	(186.16)	(168.12)
Net cash generated from operating activities (A)	**(972.83)**	**(2,040.12)**	**408.81**	**3,256.47**	**(618.00)**	**304.16**
Cash flow from investing activities						
Purchase of fixed assets	(178.18)	(798.92)	(464.05)	(2,518.84)	(321.00)	(248.22)
Sale proceeds of fixed assets	-	7.08	23.65	6.96	9.60	0.07
Inter corporate deposits given (Net)	(53.56)	353.81	242.74	(738.00)	155.44	(206.79)
Advance paid - purchase of shares		-	-	1,299.72	(552.10)	(887.63)
Investments made	(112.55)	(851.96)	(861.84)	(3,197.91)	(1,556.45)	(747.18)
Interest received partners current account	-	-	-	-	1.36	1.25
Sales proceeds of Investments	-	251.28	894.42	755.03	22.60	776.82
Interest received	08.46	69.19	27.54	29.02	33.97	9.58
Dividend received	19.85	4.73	14.97	-	0.00	46.81
Net cash used in investing activities (B)	**(315.98)**	**(964.79)**	**(122.57)**	**(4,364.02)**	**(2,206.58)**	**(1,255.29)**
Cash flow from Financing activities						
Secured loan availed	1,173.95	19,791.42	3,865.26	4,350.62	3,776.07	1,283.12
Secured loan repaid	(840.18)	(14,626.97)	(4,049.26)	(1,268.66)	(1,405.26)	(533.05)

Bank overdraft	-	(1,040.72)	940.88	(640.87)	415.33	225.53
Unsecured loan taken	221.06	452.54	118.26	106.69	(47.83)	219.12
Repayment of Unsecured loan	(206.32)	(107.87)	(34.95)	(30.97)	(201.54)	(143.11)
Repayment of Debenture application money	-	(550.00)	-	-	-	-
Intercorporate deposits taken (Net)	177.39	(14.07)	689.00	(612.57)	388.05	83.45
Financial Expenses	(157.14)	(659.00)	(1,258.99)	(415.64)	(211.43)	(45.45)
Net cash used in financing activities (C)	**368.76**	**3,245.33**	**270.20**	**1,488.60**	**2,713.39**	**1,089.61**
Net Increase/ (Decrease) in cash and cash equivalents (A+B+ C)	**(920.05)**	**240.42**	**556.44**	**381.05**	**(111.19)**	**138.48**
Cash and cash equivalents at the beginning of the year	1,361.09	1,120.67	564.24	183.19	294.38	155.89
Cash and cash equivalents at the end of the year	**441.04**	**1,361.09**	**1,120.67**	**564.24**	**183.19**	**294.38**
The Cash and cash equivalents include deposits on lien not available for use by the Company	**320.73**	**307.40**	**51.55**	**10.28**	**6.26**	**11.38**

1. The above Cash flow statement has been prepared under the indirect method set out in AS-3 prescribed in Companies (Accounting Standards) Rules, 2006.

2. Previous period figures have been regrouped and recast wherever necessary to conform to the current period classification.

Annexure 4 - Summary of adjustment on account of change in accounting policies, prior period items and material items

(Amount in Rs. Million)

Particulars	Explanatory Notes	For the period ended June 30, 2010	For the year ended March 31, 2010	2009	2008	2007	2006
Profit/(Loss) as per audited Accounts		**249.08**	**1,417.33**	**761.10**	**592.01**	**382.10**	**281.88**
Impact on changes in accounting policies	A (a)	-		-	-	-	(46.72)
Tax impact on the above		-		-	-	-	15.72
Impact on material adjustment and prior period items	-			-	-	-	-
Miscellaneous expenditure	A(b)	-		-	-	-	0.13
Tax impact on the above		-					(0.04)
Provision for tax for earlier years	A(c)	-	(21.09)	1.35	15.83	33.47	(60.75)
Increase / (Decrease)		**-**	**(21.09)**	**1.35**	**15.83**	**33.47**	**(91.66)**
Adjusted Profit/(loss) as per restated accounts		**249.08**	**1,396.24**	**762.45**	**607.84**	**415.57**	**190.22**

A. Explanatory Notes for these adjustments are discussed below:

(a) Revenue recognition: During the year ended March 31, 2006 in accordance with the requirements under the 'Guidance Note on Recognition of Revenue by Real Estate Developers' issued by the Institute Of Chartered Accountants of India, the Company changed its method of recognition of revenue relating to real estate developmental projects from 'Completed Contracts Method ' to 'Percentage Completion Method' with effect from April 1, 2005. Accordingly revenues have been restated on Percentage Completion method and given effect to the opening balances brought forward.

(b) Miscellaneous expenditure being carried forward and charged to Profit and Loss account during the years ended March 31, 2006 has been expensed in the year in which incurred and accordingly adjusted against the opening reserves.

(c) Provision for tax for earlier years: During the years ended March 31, 2010, 2009, 2008, 2007 and 2006 the Company adjusted tax liabilities pertaining to earlier years. Such provision for tax has been adjusted in the respective years to which they were related.

B. Other Items not adjusted:

(a) Employee Benefits: Accounting Standard 15 (Revised 2005) on 'Employee Benefits' is applicable to the Company from April 1, 2007. Accordingly the liability for employee benefits has been calculated as per the revised Accounting Standard 15 for the year ended March 31, 2008. The additional provision for the earlier years has been adjusted against the opening reserves in accordance with transitional provision prescribed by the Accounting Standard.

Annexure 5 - Significant accounting policies and Notes to Unconsolidated Summary statement as restated

A. SIGNIFICANT ACCOUNTING POLICIES

a) Basis for preparation of financial statements

The financial statements have been prepared under the historical cost convention in accordance with Indian Generally Accepted Accounting Principles (GAAP) on the accrual basis and comply with applicable mandatory Accounting Standards prescribed under the Companies (Accounting Standard) Rules 2006.The accounting policies have been consistently applied.

b) Use of estimates

The preparation of the financial statements in conformity with Indian GAAP requires that the management makes estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent liabilities as at the date of financial statements and reported amounts of revenue and expenses during the reported period. Actual results could differ from those estimates.

c) Revenue recognition

Recognition of revenue

(i) **from contractual projects:**

Revenue from contractual projects undertaken is recognized on the basis of independent certification obtained in terms of the contract.

(ii) Recognition of revenue from real estate developmental projects related to real estate vested with the company is recognized based on 'Percentage Completion Method'.

The percentage completion method is applied on a cumulative basis in each accounting period to the current estimates of contract revenue and contract costs, when the stage of completion of each project reaches a significant level, which is estimated to be at least 30% of the total estimated costs of the project. The estimates of saleable area and costs are revised periodically by the management. The effect of such changes to estimates is recognized in the period such changes are determined.

In case of joint development projects revenue recognition is restricted to the company's percentage share of the underlying real estate development projects.

(iii) Sale of plots / apartments is recognized for sale consideration after adjustments on account of cancellation.

(iv) Facility charges, management charges, rental and maintenance income are recognized on accrual basis.

(v) Interest income is accounted on accrual basis except the interest on delayed payments by the customers, which are accounted on receipt basis.

(vi) Dividend income is recognized on basis of right to receive is established.

(vii) Share of profit / loss from partnership firm is recognized based on the financial information provided and confirmed by the respective firms.

d) Inventories

Stock of units in completed projects and work-in-progress are valued at lower of cost or net realizable value. Cost is aggregate of land cost, materials, contract works, direct expenses, provisions and apportioned borrowing costs and net of material scrap receipts.

e) Cash flow statement

Cash flow statement is prepared under the 'Indirect Method' prescribed under Accounting Standard 3 'Cash Flow Statements' prescribed under the Companies (Accounting Standard) Rules 2006.

f) Fixed assets

(i) Fixed assets are stated at cost, including expenses incurred to bring the asset to present condition. Cost includes all costs relating to the acquisition and installation of fixed assets including interest on borrowing for the project / fixed asset up to the date the asset is put to use. Any cost incurred relating to settlement of claims regarding titles to the properties is accounted for and capitalized as incurred, wherever the asset is held. Assets identified as impaired are carried at net realizable value.

(ii) At each balance sheet date, the Company assesses whether there is any indication that an asset may be impaired. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of impairment loss. Recoverable amount is the higher of an

asset's net selling price and value in use. In assessing value in use, the estimated future cash flows expected from the continuing use of the asset and from its disposal are discounted to their present value using a pre-tax discount rate that reflects the current market assessments of time value of money and the risks specific to the asset. If such recoverable amount of the asset or the recoverable amount of the cash generating unit to which the asset belongs is less than its carrying amount, the carrying amount is reduced to its recoverable amount. The reduction is treated as an impairment loss and is recognised in the profit and loss account.

Reversal of impairment losses recognised in prior years, if any, is recorded when there is an indication that the impairment losses recognised for the asset no longer exist or have decreased. However, the increase in carrying amount of an asset due to reversal of an impairment loss is recognised to the extent it does not exceed the carrying amount that would have been determined (net of depreciation) had no impairment loss been recognized for the asset in prior years.

g) Depreciation and amortization

(i) Depreciation on fixed assets is provided on the written down value method in accordance with the rates specified in Schedule XIV to the Companies Act, 1956 except in respect of assets referred below:

(ii) Cost of leasehold land is amortized over the period of lease.

(iii) In respect of leasehold building, Leasehold improvement plant and Leasehold improvement furniture & fixtures, depreciation has been provided over the unexpired portion of the primary lease period.

(iv) In case of assets purchased during the year, individually costing less than Rs.5,000 have been depreciated 100% in the year of purchase.

h) Investments

Long term investments are carried at cost, and provision is made to recognize any decline, other than temporary, in the value of such investment.

Current investments are stated at lower of cost or net realizable value.

i) Foreign currency transactions

All transactions in foreign currency are recorded on the basis of the exchange rate prevailing as on the date of transaction. The difference, if any, on actual payment / realization is recorded to the profit & loss account. Monetary assets and liabilities denominated in foreign currency are restated at rates prevailing at the year-end. The net loss or gain arising out of such conversion is dealt with in the profit & loss account.

Gain or loss on forward contracts / options which are not entered into to hedge the foreign currency risk of existing assets or liabilities but entered into to hedge the foreign currency risks of future transaction in respect of which firm commitments are made or which are highly probable forecast transaction, is recognized on settlement of such forward contracts / options and adjusted against the borrowing cost to the extent eligible for capitalization and the balance is charged to Profit and loss account.

j) Employee Benefits:

(i) Short term employee benefits including salaries, social security contributions, short term compensated absences (such as paid annual leave) where the absences are expected to occur within twelve months after the end of the period in which the employees render the related employee service, profit sharing and bonuses payable within twelve months after the end of the period in which the employees render the related services and non monetary benefits (such as medical care) for current employees are estimated and measured on an undiscounted basis.

(ii) Defined Contribution Plan:

Companies contributions paid /payable during the year to Provident Fund are recognized in the Profit and Loss Account.

(iii) Defined Benefit Plan:

Liabilities for gratuity funded in terms of a scheme administered by Life Insurance Corporation of India are determined by actuarial valuation made by an independent actuary using projected unit credit method, as at each balance sheet date. The benefit obligation recognised in the balance sheet represents the present value of the defined benefit obligation as adjusted for unrecognized past service cost. Provision for liabilities pending remittance to the fund is carried in the balance sheet. In case the fund balance is in excess of benefit obligation, the asset recognised is limited to past service cost, plus the present value of available refunds and reductions in future contributions to the scheme.

(iv) Actuarial gains and losses are recognized immediately in the statement of Profit and loss account as income or expense. Obligation is measured at the present value of estimated future cash flows using a discount rate that is determined by reference to market yields at the Balance sheet date on Government bonds where the currency and terms of the Government bonds are consistent with the currency and estimated terms of the defined benefit obligation.

Past service cost in recognised immediately in the profit and loss account.

(v) The liability for leave encashment is accrued based on estimated cost of compensated absences determined by actuarial valuation as on the date of balance sheet.

k) Borrowing cost

Borrowing cost attributable to the acquisition or construction of a qualifying asset is capitalized / inventoried as part of the cost of that asset. Other borrowing costs are recognized as an expense in the period in which they are incurred. Incomes earned on temporary deployment of funds have been credited to the borrowing costs.

l) Operating leases

Leases, where the lessor effectively retains substantially all the risks and benefits of ownership of the leased term, are classified as operating leases. Operating lease receipts / payments are recognized as an income / expense in the profit and loss account on a straight-line basis over the lease term.

m) Earning Per Share

The basic and diluted earning per share is computed by dividing the net profit / loss attributable to equity share holders for the year by the weighted average number of equity shares outstanding during the year. The Company does not have any potentially dilutive equity shares outstanding during the year.

In case of any Bonus issue of shares is made, the calculations of earnings per share are adjusted for all the periods presented. If these changes occur after the balance sheet date but before the date on which the financial statements are approved by the board of directors, the per share calculations for those financial statements and any prior period financial statements presented are based on the new number of shares.

n) Taxes on income

Income tax comprises the current tax provision under the tax payable method, the net change in the deferred tax asset or liability in the year and Fringe Benefit Tax.

Deferred tax assets and liabilities are recognized for the future tax consequences of temporary differences between the carrying values of the assets and liabilities and their respective tax basis. Deferred tax assets are recognized subject to managements' judgment that realization is virtually certain. Deferred Tax assets and liabilities are measured using enacted tax rates to apply to taxable income in the years in which the temporary differences are expected to be received or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the income statement in the period of enactment of the change.

Advance tax and provision for tax are presented in the financial statements at gross amounts and are set off on completion of the assessment.

o) Provisions and contingent liabilities

A provision is recognized when the Company has present obligations as a result of past events; it is probable that an outflow of resources will be required to settle the obligations, in respect of which reliable estimates can be made. Provisions are not discounted to its present value and are determined based on the best estimate required to settle the obligations at the balance sheet date. These are reviewed at each balance sheet date and adjusted to reflect a current best estimate.

All known liabilities wherever material are provided for. Liabilities which are material and whose future amount cannot be ascertained with reasonable certainty are treated as contingent and disclosed by way of notes to the accounts.

p) All values are in Rupees in Million unless stated otherwise.

B. NOTES TO ACCOUNTS

1 This being the first time the Company has prepared interim financial statements for the Quarter ended June 30th, comparative statements in the profit and loss and cashflow statement for the comparable interim period in the preceding financial year is not given. The current period figures represents three months period ended June 30, 2010, while the previous year's figures represents the year ended March 31, 2010 and hence are not comparable. These financial statements have been prepared for the specific purpose of compiling and presenting the financial information for the three months period ended June 30, 2010 in the offering circular in connection with the ongoing Initial Public Offer

2 Notes given below are extracted from the audited financial statements including disclosures relating to accounting standards applicable to the Company in those respective periods.

3 The Company changed its status from a Private Limited Company to a Public Limited Company on November 10, 2009 thereby changing its name to Prestige Estates Projects Limited.

4 In the Annual General Meeting held on September 22, 2009 the shareholders have consented for issuance of 20 equity shares of face value of Rs 10/- each as bonus shares for every one share held by the equity shareholders of the Company whose name appear in the register of members as on the record date, by capitalisation of General reserves and Surplus in Profit and Loss account. The Board of Directors vide their resolution on September 23, 2009 have alloted the said bonus shares.

5 In the opinion of the Management all the current assets have a value of realization in the ordinary course of business which is at least equal to the amount at which they are stated in the balance sheet.

6 Capital Reserves represents the company's share of revaluation of assets in a partnership firm converted during the year into joint stock company under Part IX of the Companies Act 1956 listed below:

Amount in Rs Million

S. No.	Particulars	Period ended June 30, 2010	Year ended March 31,				
			2010	2009	2008	2007	2006
1	Prestige Projects Private Limited	-	-	287.81	184.50	-	
2	Prestige Whitefield Investment & Developers Private Limited	-	-	-	1,084.36	-	
3	Prestige Mangalore Retail Ventures Private Limited	-	-	-	237.65	-	
4	Prestige Mysore Retail Ventures Private Limited	-	-	-	380.24	-	
	Total	**-**	**-**	**287.81**	**1,886.75**	**-**	

7. Details of additions and deletions for the period ended June 30, 2010 in investments is given as below :

Amount in Rs. Million except for number units

Particulars	Period ended June 30, 2010	
	Additions	Deletions

	Units	Amount	Units	Amount of Proceeds
i) Long term investment – Trade				
(a) In other subsidiaries				
Cessna Garden Developers Private Limited - Purchase of Equity shares of Rs. 10/- each				
-Allotment of equity shares of Rs 10/- each	1,699,980	17.00	-	-
- Share application money	-	-	-	17.00
Northland Holding Company Pvt Ltd				
- Share application money	-	0.20	-	-
Prestige Mangalore Retail Ventures Pvt. Ltd				
- Debenture application money	-	14.00	-	-
(b) Investments in companies under same Management				
Prestige Garden Resorts Private Limited - Purchase of shares of Rs. 10/- each				
- Share application money	-	0.35	-	-
(c) Investment in other companies				
Vijaya Productions Private Limited - Share application Money	-	98.00	-	-
Total		**129.55**		**17.00**

Details of additions and deletions for the period ended March 31, 2010 in investments is given as below :

Particulars	Year ended March 31, 2010			
	Additions		Deletions	
	Units	Amount	Units	Amount of Proceeds
i) Long term investment – Trade				
(a) In wholly owned subsidiaries				

Downhill Holiday Resorts Private Limited						
- Call money paid	-		2.70	-	-	
- Share application money	-	-		-		1.80
Pennar Hotel Resorts Private Limited						
- Call money paid	-		1.54	-		-
- Share application money	-		-	-		0.74
Village De Nandi Private Limited						
- Share application money	-		0.05	-	-	
Prestige Golf Resorts Private Limited				30,0		
- Sale of equity shares				00		0.30
Foothill Resorts Private Limited						
- Call money paid	-		2.17			
- Share application money	-	-		-		1.37
(b) In other subsidiaries						
Exora Business Parks Private Limited						
- Sale of Equity shares of Rs.10 each	-	-		850		24.64
- Share application money	-	-		-		16.50
Prestige Bidadi Holdings Private Limited						
- Share application money	-		134.20	-	-	
Prestige Valley View Private Limited						
- Purchase of equity shares of Rs. 10/- each	62,500		0.63	-	-	
Prestige Construction Ventures Private Limited				4,65		
- Conversion of Debentures into Preference Shares	4,650,000		465.00	0,00 0		465.00
Prestige Shantiniketan Leisures Private Limited						
- Allotment of 20,000 Equity shares of Rs.10/- each	20,000		0.20	-		-
Team United Engineers India Private Limited						
- Allotment of Equity shares of Rs. 10/- each	496,880		4.97			
- Share application money			2.24	-		4.97

West Palm Developers Private Limited - Purchase of equity shares of Rs. 10/- each	241,820	23.62		
(c) Investments in companies under same Management				
Prestige Garden Resorts Private Limited - Purchase of shares of Rs. 10/- each	320,000	3.21		-
- Share application money	-	0.02	-	-
Prestige Garden Constructions Private Limited - Purchase of Equity shares of Rs. 10/- each	1,012,020	10.15		
Cessna Garden Developers Private Limited - Purchase of Equity shares of Rs. 10/- each	400,000	4.01	-	-
- Share application money	-	38.50	-	-
Babji Realtors Private Limited - Allotment of Equity shares of Rs.10/- each	1,024,800	10.62		
- Allotment of Debentures of Rs.10/- each	4,735,603	68.60	-	-
- Debenture application money	-	-	-	68.60
- Share Application Money	-	-	-	10.62
CapitaLand Retail Prestige Mall Management Private Limited - Allotment of Equity shares of Rs. 10/- each	2,475,000	24.75		
- Share application Money	-	-	-	24.75
Kandid Marketing Services Private Limited - Sale of Equity shares of Rs. 10/- each	-	-	84,492	0.84
d) Investment in other companies				
Vijaya Productions Private Limited - Share application Money	-	414.26	-	-

(e) Investments in partnership firms				
Prestige Property Management & Services	-	9.70	-	-
Prestige Interiors	-	0.10	-	-
Prestige Realty Ventures	-	2.00	-	-
Silveroak Projects	-	0.10	-	-
(f) Investment in Trusts			-	-
Educate India Foundation	-	-	-	-
Educate India Trust	-	-	-	-
Total		**1,223.34**		**620.13**

(ii) Short Term Investment – Non Trade

Investment	Purchased/ reinvested		Sold	
	Units	Amount	Units	Amount of Proceeds
Mutual Funds				
ABN AMRO Multi Manager Fund Series 2B Growth *	-	0.86	450,000	6.14
ABN AMRO Multi Manager Fund Series3 Growth*	-	0.01	18,578	0.20
Fortis Equity Linked Debt Portfolio	-	0.17	-	2.72
Total	**-**	**1.04**		**9.06**

* The amount is held by the Company in trust on behalf of Nine Apartment Owner's Associations to be formed.

Details of additions and deletions for the year ended March 31, 2009 in investments is given as below :

Particulars	Year ended March 31, 2009			
	Additions		Deletions	
	Units	Amount	Units	Amount of Proceeds
(i) Long term investment – Trade				
(a) In other subsidiaries				
Prestige Bidadi Holdings Private Limited - Share Application money	-	-	-	67.00
Prestige Construction Ventures Pvt Ltd - Share Application Money	-	-	-	0.10
Prestige Shantiniketan	600,000	6.00	-	-

Leisures Pvt Ltd -Allotment of Equity shares of Rs. 10/- each						
Team United Engineers India Pvt Ltd -Allotment of Equity shares of Rs. 10/- each	625,780		6.26	-	-	
- Share Application Money	-		2.74	-	-	
Valdel Xtent Outsourcing Solutions Pvt Ltd						
-Allotment of Preference shares of Rs. 10/- each	846,154		8.46	-	-	
-Allotment of Share Warrants	-		1.54	-	-	
-Purchase of Equity Shares of Rs. 10/- each	489,165		18.00	-	-	
Exora Business Parks Private Limited						
- Share Application Money				-		114.25
(b) Investments in companies under same Management						
Prestige Garden Estates Private Limited -Share application Money						
- Share Application Money	-	-		-		255.42
Purchase of shares of Rs. 10/- each	8,007		0.08	-	-	
Babji Realtors Private Limited - Debenture Application Money	-		68.60	-	-	
- Share Application Money	-	-		-		440.63
CapitaLand Retail Prestige Mall Management Pvt Ltd - Subscription to Equity shares of Rs. 10/- each	25,000		0.25	-	-	
-Share application Money	-		24.75	-	-	
(c) Investment in other companies						
Thomsun Realtors Private Limited						
- Allotment of shares of Rs. 10/- each	100		.00	-	-	
- Allotment of share warrants	-		108.47	-	-	
Prestige Projects Private	1,100,000		11.00	-	-	

Limited - Allotment of Equity shares of Rs. 10/-						
Vijaya Productions Private Limited -Share application Money	-		223.40	-	-	
City Properties Maintenance Co. Bangalore Ltd - Allotment of Equity shares of Rs. 10/- Each	40,909		0.41	-	-	
- Share Application Money	-		0.00	-	-	
(d) Investments in partnership firms						
RR Estates *	-	-		-		11.00
RRR Investments	-		30.00	-	-	
(e) Investment in Trusts						
Educate India Foundation	-		0.44	-	-	
Educate India Trust	-		0.22	-	-	
			510.62	**-**		**888.40**

* Converted into a company, Prestige Projects Private Limited w.e.f. June 13, 2008

(ii) Short Term Investment – Non Trade

Investment	Purchased/ reinvested		Sold	
	Units	Amount	Units	Amount of Proceeds
Mutual Funds				
ABN AMRO Multi Manager Fund Series 2B Growth *	-	0.78	-	-
ABN AMRO Multi Manager 14 Months Plan Inst Growth *	-	-	429,343	4.29
ABN AMRO Multi Manager Fund Series3 Growth*	-	0.01	-	-
Fidelity Equity Fund *	-		104,306	1.68
Reliance Growth Fund *	-		102,166	5.00
DSP Merril Lynch FMP	259,135	2.59	259,135	2.59
Fortis Equity Linked Debt	-	2.55	-	-

Portfolio		
Total	**5.93**	**13.56**

* The amount is held by the Company in trust on behalf of Nine Apartment Owner's Associations to be formed.

Details of additions and deletions for the year ended March 31, 2008 in investments is given as below :

Particulars	**Year ended March 31, 2008**			
	Additions		**Deletions**	
	Units	**Amount**	**Units**	**Amount of Proceeds**
(i) Long term investment – Trade				
(a) In wholly owned subsidiaries				
Pennar Hotels & Resorts Pvt Ltd				-
- Share application money	-	0.10	-	
Foothills Resorts Private Limited		390.34		-
- Allotment of Equity shares of Rs.10 each	5,620,694		-	
Prestige Golf Resorts Private Limited				-
- Allotment of Equity shares of Rs. 10 each	30,000	0.30	-	
(b) In other subsidiaries				
Prestige Bidadi Holdings Private Limited				-
- Allotment of Equity shares of Rs.10 each	5,525,000	55.25	-	
-Share Application Money	-	111.57	-	-
Prestige Construction Ventures Pvt Ltd -Allotment of Optionally Convertible Debentures	4,650,000	465.00	-	-
- Allotment of Equity shares of Rs. 10 each	6,000,000	60.00	-	-
- Share Application Money	-	0.10	-	-
Valdel Xtent Outsourcing Solutions Pvt Ltd				-
- Share Application Money	-	114.50	-	
Exora Business Parks Private Limited				-
- Allotment of Equity Shares of Rs 10 each	1,000	22.53	-	
-Allotment of Compulsorily	26,152	0.26	-	-

Convertible Debenture						
- Share Application Money	-		312.24	-	-	
(c) Investments in companies under same Management						
Prestige Garden Estates Private Limited						
- Share application Money	-	-		-		652.50
Babji Realtors Private Limited					-	
- Share Application Money	-		451.25	-	-	
Prestige Garden Constructions Private Limited -Allotment of equity shares of Rs. 10/- each at a premium of Rs. 140 per share	4,170		0.63	-	-	
(d) Investment in other companies						
Thomsun Realtors Private Limited					-	
- Share application Money	-		14.09	-		
Vijaya Productions Private Limited				-	-	
- Share application Money			205.75			
Prestige Mangalore Retail Ventures Pvt Ltd				-	-	
- Allotment of shares of Rs. 10/- each	4,503,835		45.04			
Prestige Mysore Retail Ventures Private Limited					-	
- Allotment of shares of Rs. 10/- each	22,023,995		220.47	-		
Prestige Whitefield Investment & Developers Pvt Ltd					-	
-Allotment of shares of Rs. 10/- each	61,124,970		614.26	-		
Prestige Valley View Estates Private Limited					-	
- Stamp duty on purchase of shares	-		0.05	-		
(e) Investments in partnership firms						
R R Estates *1	-		11.00	-	-	
Mysore Retail Mall *2	-		0.97	-		0.97

Mangalore Retail Mall *3	-	18.00	-		18.00
Prestige Whitefield Investments *4	-	0.10	-		0.94
Prestige KRPL Techpark	-	9.30	-	-	
Prestige Ozone Properties	-	0.05	-	-	
Prestige Whitefield Developers	-	0.05	-	-	
(f) Investment in venture capital fund					
Urban Infrastructure Opportunities Fund	125	12.50	-	-	
		3,135.70	**-**		**672.41**
*1. Converted into a company, Prestige Projects Private Limited w.e.f. 13th June 2008					
*2. Converted into a company, Prestige Mysore Retail Ventures Private Limited w.e.f. 26th December 2007					
*3. Converted into a company, Prestige Mangalore Retail Ventures Private Limited w.e.f. 27th December 2007					
*4. Converted into a company, Prestige Whitefield Investment and Developers Private Limited w.e.f. 3rd January 2008					

(ii) Short Term Investment – Non Trade

Investment	Purchased/ reinvested		Sold	
	Units	Amount	Units	Amount of Proceeds
a. Mutual Funds				
HDFC Cash Management	3,008,758	30.18	3,008,758	30.18
ABN AMRO Monthly Income Plan *	9,144	0.14	221,631	2.40
ABN AMRO Multi Manager 14 Months Plan Inst Growth *	-	-	123,557	1.24
ABN AMRO Multi Manager Fund Series 3 Growth *	-	0.49	431,422	4.80
Fidelity Equity Fund *	51,492	0.90	216,583	4.22
HSBC Liquid Plus *	40,565	0.41	975,039	9.76
Reliance Floating Rate Fund	1,989,202	20.03	1,989,202	20.03
Total		**52.15**		**72.63**

* The amount is held by the Company in trust on behalf of Nine Apartment Owner's Associations to be formed.					
Details of additions and deletions for the year ended March 31, 2007 in investments is given as below :					

Particulars	Year ended March 31, 2007			
	Additions		Deletions	
	Units	Amount	Units	Amount of Proceeds
(i) Long term investment – Trade				
(a) In wholly owned subsidiaries				
Pennar Hotels & Resorts Pvt Ltd - Allotment of equity shares of Rs 10 each	3,500,000	251.91	-	-
- Share Application Money	-	29.98	-	-
Foothills Resorts Private Limited - Share application money	-	42.55	-	-
Downhill Holiday Resorts Pvt Ltd - Allotment of equity shares of Rs 10 each	4,000,000	285.89		
- Share Application Money	-	53.10	-	-
Village De Nandi Private Limited - Allotment of equity shares of Rs 10 each	1,000,000	70.47	-	-
- Share Application Money	-	-	-	-
(b) In other subsidiaries				
Prestige Bidadi Holdings Private Limited - Allotment of Equity shares of Rs.10 each	94,000	0.94	-	-
Prestige Valley View Estates Pvt Ltd - Allotment of Equity shares of Rs. 10/- each	370,100	36.96	-	-
Exora Business Parks Private Limited - Allotment of Equity Shares of Rs 10 each	9,200	273.30	-	-
- Allotment of preference shares of Rs 10 each	54,744	0.55	-	-
(c) Investments in companies under same Management				
Prestige Garden Estates Private Limited - Share application Money	-	358.75	-	-
Babji Realtors Private Limited - Equity Shares of Rs 10 each	14,700	75.64	-	-
(d) Investment in other companies				
Thomsun Realtors Private Limited -Share application Money	-	2.44	-	-
Vijaya Productions Private Limited -Share application Money	-	9.35	-	-
(e) Investments in partnership firms				
Prestige Whitefield Investments	-	0.84	-	-

Eden Investments	-	0.80	-	-	
Prestige Bidadi Holdings*	-	0.94	-		0.94
(f) Investment in venture capital fund					
Urban Infrastructure Opportunities Fund	125	12.50			
		1,506.91	**-**		**0.94**

* Converted into a company, Prestige Bidadi Holdings Private Limited w.e.f. 6th January, 2007

(ii) Short Term Investment – Non Trade

Investment	Purchased/ reinvested		Sold	
	Units	Amount	Units	Amount of Proceeds
a. Mutual Funds				
ABN AMRO Monthly Income Plan *	212,487	2.27	-	-
ABN AMRO Multi Manager Fund Series 2B Growth *	1,002,900	10.03	-	-
ABN AMRO Multi Manager Fund Series3 Growth*	450,000	4.50	-	-
Fidelity Equity Fund *	269,396	5.00	-	-
HSBC Liquid Plus *	1,384,012	13.86	449,539	4.50
Reliance Growth Fund *	102,166	5.00	-	-
HDFC Multiple Yield Fund*	-	-	1,657,400	16.57
b. Others				
NSC	-	0.01	-	-
Total		**40.67**		**21.07**

* The amount is held by the Company in trust on behalf of Nine Apartment Owner's Associations to be formed.

Details of additions and deletions for the year ended March 31, 2006 in investments is given as below :

Particulars	Year ended March 31, 2006			
	Additions		Deletions	
	Units	Amount	Units	Amount of Proceeds
(i) Long term investment – Trade				
(a) Investments in companies under same Management				
Prestige Garden Estates Private Limited - Share application Money	-	620.00	-	-
Cessna Garden Developers Private Limited - Equity Shares of Rs 10 each	300,000	34.50	-	-
Prestige Garden Constructions Private Limited - Share Application Money	-	-	-	0.05
(b) Investments in partnership firms				
Silverline Estates	-	0.30	-	-
Notting Hill Investments	-	0.70	-	-

Prestige Globe Estates	-		-	-	0.88
Total		**655.50**		**-**	**0.93**

(ii) Short Term Investment – Non Trade

Investment	Purchased/ reinvested		Sold	
	Units	Amount	Units	Amount of Proceeds
Mutual Funds				
ABN AMRO Floating Rate Fund	2,132,083	21.32	17,132,083	171.32
DSP Merrill Lynch Floating Rate Fund - Daily Dividend	236,029	2.37	10,214,077	102.37
Grindlays Floating Rate Fund	1,195,067	11.95	16,195,067	161.95
HDFC Floating Rate Fund - 1	387,230	3.90	10,344,613	103.90
HDFC Floating Rate Fund - 2	2,065,890	20.85	12,023,272	120.85
HDFC Multiple Yield Fund*	1,657,400	16.57	-	-
Prudential ICICI Floating Rate Fund	2,082,575	20.83	12,081,275	120.83
Total		**97.79**		**781.22**

* The amount is held by the Company in trust on behalf of Two Apartment Owner's Associations to be formed.

8 (a) Details of Company's capital and profit sharing ratio in partnership firms *(Amount in Rs Million)*

Sl No	Name of the Firm	Period ended June 30, 2010	Year ended March 31, 2010	2009	2008	2007	2006
		Capital & Profit sharing ratio					
1	Brunton Developers	0.80	0.80	0.80	0.80	0.80	0.80
		40.00%	40.00%	40.00%	40.00%	40.00%	40.00%
2	Hi Tech Properties	0.43	0.43	0.43	0.43	0.43	0.43
		42.50%	42.50%	42.50%	42.50%	42.50%	42.50%
3	Silverline Estates	0.30	0.30	0.30	0.30	0.30	0.30
		30.33%	30.33%	30.33%	30.33%	30.33%	30.33%
4	Prestige Notting Hill Investments	0.70	0.70	0.70	0.70	0.70	0.70
		47.00%	47.00%	47.00%	47.00%	47.00%	47.00%
5	Prestige KRPL Techpark	9.30	9.30	9.30	9.30	-	-
		31.00%	31.00%	31.00%	31.00%	-	-
6	Prestige Ozone Properties	0.05	0.05	0.05	0.05	-	-
		47.00%	47.00%	47.00%	47.00%	-	-
7	Prestige Whitefield Developers	0.05	0.05	0.05	0.05	-	-
		47.00%	47.00%	47.00%	47.00%	-	-
8	RRR Investments (considered as Joint venture) *	30.00	30.00	30.00	-	-	-
		50.00%	50.00%	50.00%	-	-	-

9	Eden Investments	0.80	0.80	0.80	0.80	0.80	-
		40.00%	40.00%	40.00%	40.00%	40.00%	-
10	R.R Estates	-	-	-	11.00	-	-
		-	-	-	50.00%	-	-
11	Prestige Whitefield Investments	-	-	-	-	0.84	-
		-	-	-	-	84.00%	-
12	Prestige Property Management & Services	9.70	9.70	-	-	-	-
		97.00%	97.00%	-	-	-	-
13	Prestige Realty Ventures	2.00	2.00	-	-	-	-
		21.00%	21.00%	-	-	-	-
14	Prestige Interiors	0.10	0.10	-	-	-	-
		97.00%	97.00%	-	-	-	-
15	Silver Oak Projects	0.10	0.10	-	-	-	-
		95.00%	95.00%	-	-	-	-
	Total	**54.33**	**54.33**	**42.43**	**23.43**	**03.87**	**2.23**

* The Company has 50 % interest in Partnership firm M/s RRR Investments (RRR) wef October 29, 2008, CapitaLand Retail Prestige Mall Management Private Limited (CRPM) wef January 01, 2010 and Prestige Garden Resorts Private Limited (PGRPL) wef September 23, 2009 all situated in India, is considered as Joint Venture. The Company's / Firm's share of the assets , liabilities as at June 30, 2010, and income and expenses for the three months period ended June 30, 2010, is as below -

Amount in Rs Million

Particulars	**RRR**	**CRPM**	**PGRPL**
Assets			
Fixed assets (Net Block)	-	4.49	18.29
Current assets Loans and advances			
Inventories	103.38	-	-
Cash and bank balances	0.01	0.59	0.00
Sundry Debtors	-	01.04	-
Loans & Advances	0.00	1.98	-
Miscellaneous Expenditure	-	-	18.37
Total	**103.39**	**8.10**	**36.66**
Liabilities			
Unsecured Loans	-	-	05.73
Current Liabilities and Provisions			
Sundry creditors	0.55	1.31	9.49

Provisions	-		.00	-	
Total	**0.55**		**1.31**		**15.22**
Income	0.00		1.04	-	
Expenses	0.00		1.51	-	

*

The Company has 50 % interest in Partnership firm M/s RRR Investments (RRR) wef October 29, 2008, CapitaLand Retail Prestige Mall Management Private Limited (CRPM) wef January 01, 2010 and Prestige Garden Resorts Private Limited (PGRPL) wef September 23, 2009 all situated in India, is considered as Joint Venture. The Company's / Firm's share of the assets , liabilities as at March 31, 2010, and income and expenses for the year ended March 31, 2010, is as below -

Amount in Rs Million

Particulars	RRR	CRPM	PGRPL
Assets			
Fixed assets (Net Block)	-	5.18	18.48
Current assets Loans and advances			
Inventories	101.83	-	-
Cash and bank balances	0.68	0.86	-
Sundry Debtors	-	0.54	-
Loans & Advances	-	2.49	-
Miscellaneous Expenditure	-	-	17.77
Total	**102.51**	**9.07**	**36.25**
Liabilities			
Unsecured Loans	-	-	05.73
Current Liabilities and Provisions			
Sundry creditors	5.71	1.78	3.52
Provisions	-	0.03	-
Total	**5.71**	**1.81**	**9.25**
Income	**0.00**	-	-
Expenses	**0.00**	**2.19**	

* The Company has 50 % interest in Partnership firm M/s RRR Investments (RRR) wef October 29, 2008, situated in India, is considered as Joint Venture. The Firm's

share of the assets , liabilities as at March 31, 2009, and income and expenses for the year ended March 31, 2009, is as below -

Particulars		Amount in Rs Million RRR
Assets		
Current assets Loans and advances		
Inventories		88.21
Cash and bank balances		0.04
Sundry Debtors		-
Loans & Advances		-
	Total	**88.25**
Liabilities		
Current Liabilities and Provisions		
Sundry creditors		0.75
	Total	**0.75**
Income		**0.00**
Expenses		**0.00**

9 **Segmental information:**

The company operates within a single business segment which constitutes real estate development and letting out of developed properties. The Company operates only in India and hence there is no other geographical segment. Hence the disclosure of segment information as per Accounting Standard-17 is not applicable.

10 **Minimum lease payments :**

The Company has various operating leases taken and given which include leases that are renewable on a yearly basis, cancelable at the Company's option and other long term leases.

As at Balance Sheet date the future minimum lease rentals payable and receivable towards non-cancelable operating lease are:

Amount in Rs Million

Particulars	Period ended June 30, 2010	Year ended March 31, 2010	2009	2008	2007	2006
Charged to Profit & Loss account:						
Rental Income	328.75	1,278.44	1,093.61	1,102.38	535.47	439.89
Rental expenditure	114.34	408.39	360.21	563.81	108.12	79.16

Future minimum lease rentals receivable and payable as at Balance Sheet date towards non-cancelable operating lease are:

Amount in Rs Million

Particulars	Period ended June 30, 2010	Year ended March 31, 2010	2009	2008	2007	2006
A. Rental Receipts:						
<1 year	587.70	575.37	670.64	714.45	284.65	19.89
>1 year <5 years	639.85	442.75	498.24	1,017.63	634.23	0.33
>5 years	0.02	4.09	4.51	4.53	4.56	4.58
B. Rental Payments:						

	<1 year	291.12	194.14	277.48	252.92	14.01	0.87
	>1 year <5 years	389.78	144.37	141.37	358.63	14.25	0.53
	>5 years	123.47	129.22	15.20	175.18	12.62	12.76

11 **Earning per share (EPS) is calculated as under:**

	Particulars	Period ended June 30, 2010	Year ended March 31,				
			2010	2009	2008	2007	2006
a)	Net profit for the year (Rs in Million)	249.08	1,396.24	762.45	607.84	415.57	190.22
b)	Total number of shares outstanding at the end of the year (nos)	262,500,000	262,500,000	12,500,000	12,500,000	12,500,000	12,500,000
c)	Weighted average number of equity shares outstanding duirng the year (nos)						
	Basic	262,500,000	262,500,000	262,500,000	262,500,000	262,500,000	262,500,000
	Diluted	262,500,000	262,500,000	262,500,000	262,500,000	262,500,000	262,500,000
d)	Nominal value of the shares (in Rupees)	10	10	10	10	10	10
	Earning per share (in Rupees)						
	Basic and diluted	**0.95**	**5.32**	**2.90**	**2.32**	**1.58**	**0.72**

Note

In the Annual General Meeting held on September 22, 2009 the shareholders have consented for issuance of 20 equity shares of face value of Rs 10/- each as bonus shares for every one share held by the equity shareholders of the Company whose name appear in the register of members as on the record date, by capitalisation of Surplus in the Profit and Loss account. Subsequently, the Board of Directors vide their resolution on September 23, 2009 have alloted the said bonus shares. Consequently, the calculation of basic and diluted earnings per share has been adjusted for the increase in number of equity shares outstanding as a result of the issuance of bonus equity shares, for all the periods presented.

12 **Employee Benefits**

The detail of employee benefits as required under Accounting Standard 15 Employee Benefits (revised) is given below

I Defined Contribution Plans

Amount in Rs Million

During the year, the Company has recognized the following amounts in the Profit and Loss Account-

Particulars	Period ended June 30, 2010	Year ended March 31, 2010	2009	2008
Employers' Contribution to Provident Fund	4.79	16.51	16.27	13.38

II Defined Benefit Plan

In accordance with Accounting Standard 15 actuarial valuation based on projected unit credit method as on June 30, 2010 has been carried out in respect of the aforesaid defined benefit plan of Gratuity the details thereon is given below:

Sl No	Particulars	Period ended June 30, 2010	Year ended March 31, 2010	2009	2008
I	**Components of employer expense:**				
	Current Service cost	1.07	2.70	2.52	1.91
	Interest cost	0.34	1.33	1.41	0.91
	Expected return on plan assets	(0.20)	(1.83)	(0.78)	(0.63)
	Past Service Cost Vested/Non Vested Benefits	6.87	-	-	-
	Actuarial Losses/(Gains)	1.82	(2.16)	(1.82)	1.92
	Total expense/(income) recognized in the Statement of Profit & Loss Account	**9.90**	**0.04**	**1.33**	**4.11**
II	**Change in Fair Value of Assets during the year ended**				
	Opening Fair Value of Plan Assets	10.47	9.13	8.49	6.70
	Expected return on plan assets	0.20	1.83	0.78	0.63
	Actuarial gains/(losses)	(0.39)	(0.16)	0.00	.00
	Assets Acquired on Acquisition/ (Distributed on Divestiture)	-	-	-	-
	Contributions by Employer	1.00	0.12	0.84	1.88
	Benefits paid	(0.46)	(0.45)	(0.98)	(0.72)
	Closing Fair Value of	**10.82**	**10.47**	**9.13**	**8.49**

	Plan Assets				
III	**Change in Defined Benefit Obligation (DBO) during the year /period**				
	Present Value of DBO at the beginning of the year	18.02	16.75	15.60	11.57
	Current service cost	1.07	2.70	2.52	1.91
	Past Service Cpst Vested/Non Vested Benefits	7.00	-	-	-
	Interest cost	0.34	1.33	1.41	0.91
	Actuarial (gains)/losses	1.43	(2.32)	(1.81)	1.93
	Liabilities assumed on acquisition /(Settled on Divestiture)	-	-	-	-
	Benefits paid	(0.46)	(0.44)	(0.97)	(0.72)
	Present value of DBO at the end of the year	**27.40**	**18.02**	**16.75**	**15.60**
IV	**Net asset/(liability) recognized in balance sheet date**				
	Fair value of plan assets *****	10.82	10.47	9.13	8.49
	Present Value of Defined Benefit Obligation	(27.40)	(18.02)	(16.75)	(15.60)
	Funded Status - surplus/(Deficit)	(16.58)	(07.55)	(07.62)	(07.12)
	Unrecognised Past Service (Costs)/Credit	(0.16)	(0.04)	(0.03)	(0.02)
	Net (liability) recognized in balance sheet	**(16.41)**	**(7.51)**	**(7.59)**	**(7.10)**
V	**Actuarial Assumptions**				
	Discount Rate	8.15%	7.84%	7.00%	7.80%
	Expected Return on plan assets	7.50%	7.50%	7.50%	9.15%
	Rate of increase in compensation	7.00%	7.00%	7.00%	12.00%

	Attrition rate	20.00%	20.00%	20.00%	18.00%		
	Retirement age	58 years	58 years	58 years	58 years		

* Details of Investment composition of plan assets has not been provided by the fund managers and hence not given

The estimates of future salary increases considered in actuarial valuation take account of inflation, Seniority, promotion and other relevant factors such as supply and demand factors in the employment market.

III Other Employee Benefits – Leave Encashment

Amount in Rs Million

Particulars	Period ended June 30, 2010	Year ended March 31, 2010	2009	2008
Leave encashment benefit expensed in the Profit & Loss Account	(1.90)	1.70	6.38	5.74
Leave salary liability is not funded.				

13 Details of deferred tax

Amount in Rs Million

Particulars	Period ended June 30, 2010	Year ended March 31, 2010	2009	2008	2007	2006
Difference between Book and Tax Depreciation (A)						
Deferred tax asset/ (liability) at beginning of the year	(10.97)	(42.03)	0.44	(4.30)	(12.84)	(28.49)
Current year (charge)/credit	(16.58)	31.06	(42.47)	4.74	8.54	15.65
Deferred tax asset / (liability) as at balance sheet date	**(27.55)**	**(10.97)**	**(42.03)**	**0.44**	**(4.30)**	**(12.84)**
Others (B)						
Deferred tax asset/ (liability) at beginning of the year	6.61	8.93	8.23	2.97	5.71	1.40
Adjustment due to adoption of AS 15 (revised)	-	-	-	1.20	-	-
Current year (charge)/credit	0.03	(2.32)	0.70	4.06	(2.74)	4.31
Deferred tax asset / (liability) as at balance sheet date	**6.64**	**6.61**	**8.93**	**8.23**	**2.97**	**5.71**
Total Asset / (Liability) (A) + (B)	**(20.91)**	**(4.36)**	**(33.10)**	**8.67**	**(1.33)**	**(7.13)**

14 **Details of provisions as at Balance Sheet Date:** Amount in Rs Million

Nature of the Provision	Period ended June 30, 2010	Year ended March 31, 2010	2009	2008	2007	2006
Project costs where work is completed, accrued for on percentage completion method pending receipt of invoices/ bills (Probable outflow estimated within 12 months)						
Provision outstanding at the beginning of the year	576.69	294.58	305.18	188.60	344.95	205.08
Provision made during the year	611.87	738.62	195.64	290.73	208.04	344.86
Provision utilized / reversed during the year	397.73	456.51	206.24	174.15	364.39	204.99
Provision outstanding at the end of the year / period	**790.83**	**576.69**	**294.58**	**305.18**	**188.60**	**344.95**

15 **Derivative instruments :**

a) During the year 2007-08 the Company has entered into a foreign exchange derivative contract with a bank with duration of 18 months to pay a fixed amount of US Dollars or Swiss Francs depending on the occurrence of a trigger event identified in the contract, and receive a fixed amount of Rupees subject to certain conditions at the end of the contracted term i.e., on May 12, 2009 (termination date) with a compulsory settlement event/option on November 7, 2008. The trigger event is based on exchange rates prevailing during a specified monitoring period in the future ending 2 business days prior to the termination date.While the Bank has indicated a mark to market loss of about Rs 191 Million as at March 31, 2008 on the said contract, in the opinion of the Management,there is siginificant uncertainty regarding the exchange rates that may be prevalent at that time and consequently the liability if any, under the contract cannot be presently estimated.Accordingly , the Management has not accepted the loss indicated by the bank and no provision has been made in the financial statements as at March 31, 2008. During the year 2008-09 the contract has been terminated and derivative loss of Rs 651.55 Million has been charged to Profit & Loss account

b) Derivative contracts outstanding at the Balance Sheet date (March 31, 2009) (number of contracts – Nil)

Particulars	Purpose	Currency (Based on occurrence of a trigger event)	As at March 31, 2009 Amount in Foreign Currency	Amount in Rs. Million
Interest & Currency Swap	Hedging (Buy & Pay)	Swiss Franc's Or US $	- -	Nil
Derivative Gain / (Loss)				(651.55)

c) Derivative contracts outstanding at the Balance Sheet date (March 31, 2008) (number of contracts – one)

Particulars	Purpose	Currency (Based on occurrence of a	As at March 31, 2008 Amount in Foreign Currency	Amount in

			trigger event)			**Rs. Million**
	Interest & Currency Swap	Hedging (Buy & Pay)	Swiss Franc's		62.72	2,150.00
			Or US $		54.78	
			Japanese Yen	-		Nil
			Or US $	-		
	Derivative Gain / (Loss)					27.22
	All the above contracts are for the purpose of harmonizing interest costs and not for speculation.					
	d) Derivative contracts outstanding at the Balance Sheet date (March 31, 2007) (number of contracts – two)					

	Particulars	**Purpose**	**Currency** (Based on occurrence of a trigger event)	**As at March 31, 2007** **Amount in Foreign Currency**	**Amount in Rs. Million**
	Interest & Currency Swap	Hedging (Buy & Pay)	Swiss Franc's	39.38	1,418.00
			Or US $	32.08	
			Japanese Yen	1,021.70	370.00
			Or US $	8.41	
	All the above contracts are for the purpose of harmonizing interest costs and not for speculation.				

16 **Foreign currency exposures that have not been hedged by a derivative instrument or otherwise:**

Particulars	**Period ended June 30, 2010**	**Year ended March 31, 2010**	**2009**	**2008**	**2007**	**2006**
Due to Creditors - (Amount in Rs. Million)	-	-	-	45.87	34.72	0.11
(Amount in US $ Million)	-	-	-	1.15	0.80	

17 **Micro and Small Enterprises:** Amount in Rs Million

Particulars	**June 30, 2010**		**As at March 31, 2010**		**March 31, 2009**	
	Principal	**Interest**	**Principal**	**Interest**	**Principal**	**Interest**
i. Amounts due to Vendor	7.22	0.27	11.83	0.27	8.48	0.44
ii. Principal amount paid (includes amounts	12.49	-	34.07	-	6.54	-

	unpaid) beyond the appointed date						
	iii. Interest accrued and remaining unpaid (includes interest disallowable)	-	1.97	-	1.70	-	0.44
	The total of (i), (ii) & (iii)	**19.72**		**45.90**		**15.02**	
	a) The amount of interest paid by the buyer in terms of section 16 of the Act.	-	-	-	-	-	-
	b) The amount of further interest remaining due and payable.		1.97		1.70	-	0.44

Note :

The information as required to be disclosed under The Micro, Small and Medium Enterprises Development Act, 2006 and that given in Current Liabilities – Annexure 13 regarding Micro and Small enterprises determined to the extent such parties have been identified on the basis of the information available with the company. This has been relied upon by the Auditors.

18 **Remuneration to directors :**

Remuneration to Directors (excluding provision for leave and gratuity as separate actuarial valuation is not available)

Amount in Rs Million

Particulars	**Period ended**	**Year ended March 31,**				
	June 30, 2010	**2010**	**2009**	**2008**	**2007**	**2006**
Remuneration - Salaries	12.00	51.93	53.10	52.95	52.35	32.90
Contribution to Provident Fund	-	-	-	-	-	-
Commission	-	-	-	-	-	37.50
Total	**12.00**	**51.93**	**53.10**	**52.95**	**52.35**	**70.40**

19 **Auditors remuneration :**

Amount in Rs Million

Particulars	**Period ended**	**Year ended March 31,**				
	June 30, 2010	**2010**	**2009**	**2008**	**2007**	**2006**
Statutory audit	0.35	1.40	1.40	1.40	1.40	1.40
Tax audit	0.06	0.23	0.23	0.23	0.23	0.23
Other services	0.13	1.05	0.50	1.00	1.50	-
Expenses (including service tax)	0.00	0.05	0.23	0.33	0.09	0.20
Total	**0.54**	**2.73**	**2.36**	**2.96**	**3.22**	**1.83**

20 Subsequent to June 30, 2010, the Company has acquired 51% stake in Villa land developments Private Limited for Rs. 0.05 Million and further paid Rs. 110.10 Million to the said entity towards subscription of equity shares which is pending allotment.

21	Previous year figures have been regrouped wherever necessary to conform to the current period classification.

Annexure 6 - Unconsolidated Schedule of Fixed Assets, as restated							
							(Amount in Rs. Million)
		As at June	As at March 31,				
		30, 2010	2010	2009	2008	2007	2006
Gross Block							
Tangible Assets							
Land - freehold		269.68	269.68	269.68	269.68	274.82	274.82
Land - leasehold #		22.87	22.87	22.87	22.87	22.87	22.87
Buildings - freehold		3,434.96	3,434.96	2,806.84	589.53	589.90	589.34
Buildings - leasehold $		44.75	44.75	44.75	44.48	44.48	44.48
Plant and machinery		528.08	527.95	518.29	510.13	504.73	492.48
Leasehold improvement plant and machinery		350.55	350.55	305.52	245.49	59.77	23.56
Furniture and fixtures		564.16	564.15	576.64	567.40	565.88	560.31
Leasehold improvement furniture and fixtures		654.78	654.78	639.86	575.83	194.26	98.37
Vehicles		83.81	83.75	70.06	70.71	40.75	27.89
Computers and accessories		52.87	52.23	50.65	45.25	38.54	31.86
Total	**A**	**6,006.51**	**6,005.67**	**5,305.16**	**2,941.37**	**2,336.00**	**2,165.98**
Accumulated Depreciation /Amortisation							
Land - freehold		-	-	-	-	-	-
Land - leasehold #		3.79	3.70	3.35	3.01	2.66	2.31
Buildings - freehold		375.71	337.20	190.66	112.27	87.60	62.59
Buildings - leasehold $		14.64	14.26	12.66	10.97	9.21	7.35
Plant and machinery		321.91	314.50	280.76	245.78	203.59	156.20
Leasehold improvement plant and machinery		108.83	100.15	63.99	28.98	7.54	3.96
Furniture and fixtures		418.96	412.10	393.60	354.68	304.87	247.84
Leasehold improvement furniture and fixtures		294.81	277.80	191.57	101.65	37.55	21.05
Vehicles		46.55	43.98	34.74	22.67	10.63	3.23
Computers and accessories		44.90	44.03	39.22	32.57	26.31	21.00
Total	**B**	**1,630.10**	**1,547.72**	**1,210.55**	**912.58**	**689.96**	**525.53**
Net Block							
Land - freehold		269.68	269.68	269.68	269.68	274.82	274.82
Land - leasehold #		19.08	19.17	19.52	19.86	20.21	20.56
Buildings - freehold		3,059.25	3,097.76	2,616.18	477.26	502.30	526.75
Buildings - leasehold $		30.11	30.49	32.09	33.51	35.27	37.13
Plant and machinery		206.17	213.45	237.53	264.35	301.14	336.28
Leasehold improvement plant and machinery		241.72	250.40	241.53	216.51	52.23	19.60
Furniture and fixtures		145.20	152.05	183.04	212.71	261.01	312.47
Leasehold improvement furniture and fixtures		359.97	376.98	448.29	474.18	156.71	77.32
Vehicles		37.26	39.77	35.32	48.04	30.13	24.66
Computers and accessories		7.97	8.20	11.43	12.68	12.23	10.86
Total	**C = A - B**	**4,376.41**	**4,457.95**	**4,094.61**	**2,028.79**	**1,646.04**	**1,640.45**

Leasehold land is amortized over the period of lease of 66 years

$ Includes Building constructed on Leasehold land Rs. 16.82 Million

Annexure 7 - Unconsolidated Summary of Schedule of Investments, as restated (Amount in Rs. Million except for number of shares \ debentures \ units)						
	As at June 30, 2010	As at March 31, 2010	2009	2008	2007	2006
INVESTMENTS						
A . Long term investments in value - Trade						
Wholly owned subsidiaries - Equity Shares						
Down Hills Holiday Resorts Private Limited	339.89	339.89	337.19	337.19	285.89	-
	(4,150,000)	(4,150,000)	(4,150,000)	(4,150,000)		
Pennar Hotels Resorts Private Limited	282.79	282.79	281.24	281.24	251.91	-
	(3,585,778)	(3,585,778)	(3,585,778)	(3,585,778)		
Village De Nandi Private Limited	70.47	70.47	70.47	70.47	70.47	-
	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	
Prestige Golf Resorts Private Limited	-	-	0.30	0.30	-	-
	-	-	(30,000)	(30,000)	-	-
Foot Hills Resorts Private Limited	433.79	433.79	431.62	431.62	-	-
	(5,620,694)	(5,620,694)	(5,620,694)	(5,620,694)	-	-
Sub total	**1,126.94**	**1,126.94**	**1,120.82**	**1,120.82**	**608.27**	**-**
Wholly owned subsidiaries - Share application money						
Down Hills Holiday Resorts Private Limited	-	-	1.80	1.80	53.10	-
Pennar Hotels Resorts Private Limited	-	-	0.74	0.74	29.98	-
Village De Nandi Private Limited	9.15	9.15	9.10	9.10	9.10	-
Foot Hills Resorts Private Limited	-	-	1.37	1.37	-	-
Sub total	**9.15**	**9.15**	**13.01**	**13.01**	**92.18**	**-**
In other subsidiaries - Equity Shares						
ICBI (India) Private Limited	69.36	69.36	69.36	69.36	69.36	69.36
	(289)	(289)	(289)	(289)	(289)	(289)
Prestige Leisure Resorts Private Limited	175.50	175.50	175.50	175.50	175.50	175.50
	(1,350,000)	(1,350,000)	(1,350,000)	(1,350,000)	(1,350,000)	(1,350,000)
Exora Busniess Parks Private Limited	271.18	271.18	295.83	295.83	273.30	-
	(9,350)	(9,350)	(10,200)	(10,200)	(9,200)	-
Prestige Bidadi Holdings Private Limited	56.19	56.19	56.19	56.19	0.94	-
	(5,619,000)	(5,619,000)	(5,619,000)	(5,619,000)	(94,000)	-
Prestige Valley View Estates Private Limited	71.12	71.12	70.49	70.49	70.44	-

	(990,600)	(990,600)	(928,100)	(928,100)	(928,100)	-
Prestige Construction Ventures Private Limited	60.00	60.00	60.00	60.00	-	-
	(6,000,000)	(6,000,000)	(6,000,000)	(6,000,000)	-	-
Prestige Mangalore Retail Ventrues Private Limited	45.04	45.04	45.04	45.04	-	-
	(4,503,835)	(4,503,835)	(4,503,835)	(4,503,835)	-	-
Prestige Mysore Retail Ventrues Private Limited	220.47	220.47	220.47	220.47	-	-
	(22,023,995)	(22,023,995)	(22,023,995)	(22,023,995)		
Prestige Whitefield Investment Developers Private Limited	614.26	614.26	614.26	614.26	-	-
	(61,124,970)	(61,124,970)	(61,124,970)	(61,124,970)		
Prestige Shantiniketan Leisure Resorts Private Limited	6.20	6.20	6.00	-	-	-
	(620,000)	(620,000)	(620,000)			
Team United Engineers (India) Private Limited	11.23	11.23	6.26	-	-	-
	(1,122,660)	(1,122,660)	(625,780)			
Valdel Xtent Outsourcing Solutions Private Limited	132.50	132.50	132.50	-	-	-
	(3,600,000)	(3,600,000)	(3,600,000)			
Westpalm Developments Private Limited	26.88	26.88	-	-	-	-
	(567,112)	(567,112)	-	-	-	-
Cessna Garden Developers Private Limited	55.51	-	-	-	-	-
	(2,399,998)	-	-	-	-	-
Sub total	**1,815.44**	**1,759.93**	**1,751.90**	**1,607.14**	**589.54**	**244.86**
In other subsidiaries - Share application money						
Exora Busniess Parks Private Limited	181.49	181.49	197.99	312.24	-	-
Prestige Bidadi Holdings Private Limited	178.77	178.77	44.57	111.57	-	-
Team United Engineers (India) Private Limited	0.01	0.01	2.74	-	-	-
Prestige Construction Ventures Private Limited	-	-	-	0.10	-	-
Cessna Garden Developers Private Limited	21.50	-	-	-	-	-
Sub total	**381.77**	**360.27**	**245.30**	**423.91**	**-**	**-**
In other subsidiaries - Debenture Application Money						-
Prestige Mangalore Retail Ventrues Private Limited	14.00	-	-	-	-	-
Sub total	**14.00**	**-**	**-**	**-**	**-**	**-**
In other subsidiaries - Share warrants						
Valdel Xtent	1.54	1.54	1.54	-	-	-

Outsourcing Solutions Private Limited						
Sub total	**1.54**	**1.54**	**1.54**	**-**	**-**	**-**
In other subsidiaries - Optionally convertible redeemable preference shares						
Exora Busniess Parks Private Limited	0.55	0.55	0.55	0.55	0.55	-
	(54,744)	(54,744)	(54,744)	(54,744)	(54,744)	-
Valdel Xtent Outsourcing Solutions Private Limited	8.46	8.46	8.46	-	-	-
	(846,154)	(846,154)	(846,154)			
Prestige Construction Ventures Private Limited	465.00	465.00	-	-	-	-
	(46,500)	(46,500)	-	-	-	-
Sub total	**474.01**	**474.01**	**9.01**	**0.55**	**0.55**	**-**
In other subsidiaries - Compulsorily convertible debentures						
Exora Busniess Parks Private Limited	0.26	0.26	0.26	0.26	-	-
	(26,152)	(26,152)	(26,152)	(26,152)		
Sub total	**0.26**	**0.26**	**0.26**	**0.26**	**-**	**-**
In other subsidiaries - Optionally convertible debentures						
Prestige Construction Ventures Private Limited	-	-	465.00	465.00	-	-
			(4,650,000)	(4,650,000)		
Sub total	-	-	**465.00**	**465.00**	**-**	**-**
In Companies under same management - Equity Shares						
Prestige Amusements Private Limited	6.00	6.00	6.00	6.00	6.00	6.00
	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Prestige Garden Resorts Private Limited	30.69	30.69	27.48	27.48	27.48	27.48
	(475,000)	(475,000)	(155,000)	(155,000)	(155,000)	(155,000)
Prestige Garden Constructions Private Limited	10.92	10.92	0.78	0.78	0.15	0.15
	(2,946,170)	(2,946,170)	(1,934,150)	(1,934,150)	(14,980)	(14,980)
Cessna Garden Developers Private Limited	-	38.51	34.50	34.50	34.50	34.50
	-	(700,000)	(300,000)	(300,000)	(300,000)	(300,000)
Westpalm Developments Private Limited	-	-	3.25	3.25	3.25	3.25
	-	-	(325,292)	(325,292)	(325,292)	(325,292)
Prestige Garden Estates Private Limited	0.08	0.08	0.08	-	-	-
	(8,007)	(8,007)	(8,007)	-	-	-
Babji Realtors Private	86.26	86.26	75.64	75.64	75.64	-

Limited						
	(1,039,500)	(1,039,500)	(14,700)	(14,700)	(14,700)	-
Capita Retail Prestige Mall Management Private Limited	25.00	25.00	0.25	-	-	-
	(2,500,000)	(2,500,000)	(25,000)	-	-	-
Prestige Valley View Estates Private Limited	-	-	-	-	-	33.48
						(558,000)
Sub total	**158.95**	**197.46**	**147.98**	**147.65**	**147.02**	**104.86**
In Companies under same management - Share application money						
Prestige Garden Estates Private Limited	70.83	70.83	70.83	326.25	978.75	620.00
Capita Retail Prestige Mall Management Private Limited	-	-	24.75	-	-	-
Babji Realtors Private Limited	-	-	10.62	451.25	-	-
Prestige Garden Resorts Private Limited	0.37	0.02	-	-	-	-
Cessna Garden Developers Private Limited	-	38.50	-	-	-	-
Prestige Garden Constructions Private Limited	-	-	-	-	-	-
Northland Holding Company Private Limited	0.20	-	-	-	-	-
Sub total	**71.40**	**109.35**	**106.20**	**777.50**	**978.75**	**620.00**
In Companies under same management - Debentures						
Babji Realtors Private Limited	68.60	68.60	-	-	-	-
	(4,735,603)	(4,735,603)	-	-	-	-
Sub total	**68.60**	**68.60**	**-**	**-**	**-**	**-**
In Companies under same management - Debenture application money						
Babji Realtors Private Limited	-	-	68.60	-	-	-
Sub total	**-**	**-**	**68.60**	**-**	**-**	**-**
In other companies - Equity shares (Unquoted)						
Thomsun Realtors Private Limited	.00	.00	.00	-	2.44	-
	(100)	(100)	(100)	-	-	-
Prestige Projects Private Limited	11.00	11.00	11.00	-	-	-
	(1,100,000)	(1,100,000)	(1,100,000)	-	-	-
City Properties Maintenance Bangalore Limited	0.41	0.41	0.41	-	-	-

	(40,909)	(40,909)	(40,909)	-	-	-
Propmart Technologies Limited	-	-	-	-	-	5.03
Amanath Co-operative Bank Limited	-	-	-	-	-	-
Sub total	**11.41**	**11.41**	**11.41**	**-**	**2.44**	**5.03**
In other companies - Share application money						
Vijaya Productions Private Limited	950.76	852.76	438.50	215.10	9.35	-
City Properties Maintenance Bangalore Limited	-	-	-	-	-	-
Thomsun Realtors Private Limited	-	-	-	16.53	-	-
Valdel Xtent Outsourcing Solutions Private Limited	-	-	-	114.50	-	-
Foot Hills Resorts Private Limited	-	-	-	-	42.55	-
Sub total	**950.76**	**852.76**	**438.50**	**346.13**	**51.90**	**-**
In other companies - Share warrants						
Thomsun Realtors Private Limited	125.00	125.00	125.00	-	-	-
Sub total	**125.00**	**125.00**	**125.00**	**-**	**-**	**-**
Investment in capital of partnership firms						
Brunton Developers	0.80	0.80	0.80	0.80	0.80	0.80
Eden Investments	0.80	0.80	0.80	0.80	0.80	-
Silverline Estates	0.30	0.30	0.30	0.30	0.30	0.30
Hi-Tech Properties	0.43	0.43	0.43	0.43	0.43	0.43
Prestige Nottinghill Investments	0.70	0.70	0.70	0.70	0.70	0.70
Prestige Ozone Properties	0.05	0.05	0.05	0.05	-	-
Prestige Whitefield Developers	0.05	0.05	0.05	0.05	-	-
Prestige KRPL Techpark	9.30	9.30	9.30	9.30	-	-
RRR Investments	30.00	30.00	30.00	-	-	-
RR Estates	-	-	-	11.00	-	-
Prestige Whitefield Investments	-	-	-	-	0.84	-
Prestige Interiors	0.10	0.10	-	-	-	-
Prestige Realty Venturs	2.00	2.00	-	-	-	-
Prestige Properties Management & Services	9.70	9.70	-	-	-	-
Silver Oak Projects	0.10	0.10	-	-	-	-
Prestige Globe Estates	-	-	-	-	-	-
Sub total	**54.33**	**54.33**	**42.43**	**23.43**	**3.87**	**2.23**
Investment in trusts						
Educate India Foundation	0.44	0.44	0.44	-	-	-
Educate India Trust	0.22	0.22	0.22	-	-	-
Sub total	**0.66**	**0.66**	**0.66**	**-**	**-**	**-**

Investment in Venture Capital Fund						
Urban Infrastructure Opportunities Fund	25.00	25.00	25.00	25.00	12.50	-
Sub total	**25.00**	**25.00**	**25.00**	**25.00**	**12.50**	**-**
Total	**5,289.22**	**5,176.67**	**4,572.62**	**4,950.40**	**2,487.02**	**976.98**
B. Short term investments - Non Trade						
Tata Consultancy Services Limited	0.35	0.35	0.20	0.35	0.35	0.35
	(1,464)	(1,464)	(732)	(732)	(732)	(732)
In Mututal Funds	-	-	8.02	15.66	36.15	16.57
	-	-	(468,578)	(1,104,394)	(3,421,422)	(1,657,400)
National Savings Certificates	0.01	0.01	0.01	0.01	0.01	-
Sub total	**0.36**	**0.36**	**8.23**	**16.02**	**36.51**	**16.92**
Grand total	**5,289.58**	**5,177.03**	**4,580.85**	**4,966.42**	**2,523.53**	**993.90**
Non trade and quoted						
Cost	0.36	0.36	8.23	16.02	36.51	16.92
Market Value	01.10	01.14	8.22	16.25	38.75	18.18
Trade and non quoted						
Cost	5,289.22	5,176.65	4,572.62	4,950.40	2,487.02	976.98

Note :

1. Figures in bracket indicates number of shares /debentures / units held.

2. The Company held 84,492 Equity shares in Kandid Marketing Services Pvt. Ltd., the investment value has been written off prior to April 1, 2005 and the Company disinvested its entire holding of 58.21% at cost for Rs. 844,920/- on 23/09/2009.

Annexure 8 - Unconsolidated Schedule of Inventories, as restated						(Amount in Rs. Million)
	As at	As at March 31,				
	June 30, 2010	2010	2009	2008	2007	2006
INVENTORIES						
(Lower of cost or net realisable value)						
Stock of units in completed projects	254.16	273.65	501.31	290.61	35.87	65.41
Work in progress - Projects	7,847.00	7,617.78	6,635.80	5,275.39	8,651.92	4,764.40
	8,101.16	**7,891.43**	**7,137.11**	**5,566.00**	**8,687.79**	**4,829.81**

Annexure 9 - Unconsolidated Schedule of Sundry Debtors, as restated						
						(Amount in Rs. Million)
	As at June 30,	As at March 31,				
	2010	2010	2009	2008	2007	2006
SUNDRY DEBTORS						
(Unsecured, considered good)						
Debts outstanding for a period exceeding six months						
- Considered good	493.67	508.79	357.65	60.36	45.03	129.97
- Considered doubtful	-	-	-	-	-	-
Other debts						
- Considered good	549.82	576.67	392.70	261.37	1,680.14	573.90
- Unbilled revenue	3,341.67	2,862.01	1,787.46	953.80	6.26	235.65
- Considered doubtful	-	-	-	-	-	10.00
	4,385.16	**3,947.47**	**2,537.81**	**1,275.53**	**1,731.43**	**949.52**
Less: Provision for doubtful debts			-	-	-	10.00
Total *	**4,385.16**	**3,947.47**	**2,537.81**	**1,275.53**	**1,731.43**	**939.52**
*** Sundry Debtors Includes dues from :**						
Promoters	-	26.13	1.07	.05	14.91	1.10
Subsidiary Companies	231.35	121.55	60.42	21.00	26.98	1.42
Group Companies #	3.06	3.47	121.69	59.34	120.45	5.38
Associate Companies	25.10	90.56	49.52	8.09	73.69	23.72
Other related parties	210.94	213.52	58.41	95.39	41.13	3.38
# The Group Companies have been identified by the Company and relied upon by the auditors						

Annexure 10 - Unconsolidated Schedule of Cash and Bank Balances, as restated

(Amount in Rs. Million)

	As at June 30,	As at March 31,				
	2010	**2010**	**2009**	**2008**	**2007**	**2006**
CASH AND BANK BALANCES						
Cash & stamps on hand	1.35	0.14	0.13	1.31	1.42	1.19
Balances with scheduled banks:						
- In current account	127.05	1,077.68	1,062.50	547.57	175.43	281.81
- In deposit account	312.64	283.27	58.04	15.36	6.34	11.38
	441.04	**1,361.09**	**1,120.67**	**564.24**	**183.19**	**294.38**

Annexure 11 - Unconsolidated Schedule of Loans and Advances, as restated						(Amount in Rs. Million)
	As at June 30, 2010	As at March 31,				
		2010	2009	2008	2007	2006
LOANS AND ADVANCES *						
(Unsecured and considered good)						
Advances recoverable in cash or in kind or for value to be received :						
Prepaid expenses	37.37	8.82	15.93	14.92	15.87	0.96
Other advances	1,517.87	1,381.36	1,140.40	1,284.30	145.81	57.47
Advance paid - purchase of shares	50.00	50.00	50.00	140.00	1,439.72	887.63
Employee advances	15.33	15.40	3.46	1.32	0.14	0.33
Current account in partnership firms	991.23	997.60	652.23	676.59	887.22	399.76
Advance paid - land	328.22	203.01	706.93	1,554.04	1,227.26	551.76
VAT Advance	1,147.72	1,081.97	988.55	787.92	-	-
Advance income tax / Tax deducted at source	969.71	934.65	887.68	822.95	496.22	326.84
Advance fringe benefit tax	6.38	6.38	9.96	7.24	4.38	1.56
Intercorporate deposits	333.32	279.76	633.57	860.07	141.36	296.80
Other deposits	1,142.12	885.59	707.81	897.06	887.85	637.79
Total	**6,539.27**	**5,844.54**	**5,796.52**	**7,046.41**	**5,245.83**	**3,160.90**
*** Loans and advances includes dues from:**						
Promoters	0.33	0.33	0.33	10.33	0.33	0.33
Subsidiaries	381.60	234.94	216.93	154.78	971.78	121.78
Group Companies #	20.34	19.82	597.76	766.55	34.33	141.63
Associate Companies	1,025.67	992.50	896.86	104.44	532.00	38.38
Other related parties	1,209.19	1,229.90	879.10	972.23	1,035.96	458.94
# The Group Companies have been identified by the Company and relied upon by the auditors						

Annexure 12 A- Unconsolidated Schedule of Secured and Unsecured Loans, as restated						
						(Amount in Rs. Million)
	As at June 30,	As at March 31,				
	2010	2010	2009	2008	2007	2006
SECURED LOANS						
From scheduled banks						
i. Bank Overdraft	-	-	940.88	-	640.87	225.53
ii. Term Loans	7,329.75	6,706.04	1,570.65	875.00	472.22	0.13
From others						
i. Term Loans	5,052.52	5,342.45	3,966.86	4,193.05	3,513.86	1,621.90
ii. Shantiniketan Receivable Trust	-	-	1,346.54	2,000.00	-	-
	12,382.27	**12,048.49**	**7,824.93**	**7,068.05**	**4,626.95**	**1,847.56**
UNSECURED LOANS *						
i. Directors	205.66	195.86	65.30	90.25	18.10	7.26
ii. Shareholders	28.98	24.07	133.98	125.56	122.00	231.67
ii. Firm in which Company is a partner	127.05	124.02	-	-	-	-
iii. Intercorporate Deposits	244.02	66.62	170.09	31.09	643.66	255.62
iv. Bank Overdraft	-	-	99.84	-	-	150.54
v. Short Term Loan from Scheduled Banks	197.00	200.00	-	-	-	-
vi. Advance towards issue of debentures	-	-	550.00	-	-	-
	802.70	**610.57**	**1,019.21**	**246.90**	**783.76**	**645.09**
*** Unsecured Loans Includes :**						
Promoters & Share holders	205.66	195.86	189.28	215.81	140.10	239.01
Subsidiaries	170.51	0.08	119.00	0.31	4.32	15.62
Group Companies #	55.14	55.89	51.09	30.78	164.68	(.00)
Associate Companies	18.36	10.65	-	-	474.01	.00
Other related parties	156.03	148.09	10.00	-	-	-
# The Group Companies have been identified by the Company and relied upon by the auditors						

Annexure 12 B. Details of Secured and Unsecured Loans outstanding as on June 30, 2010						
						(Amount in Rs. Million)
Particulars of Loan	**Institution / Bank / Party**	**Sanctioned Amount**	**Amount Outstanding**	**Rate of interest**	**Repayment terms**	**Securities Offered**
Secured Loan:						
Term Loan facility	Indian Overseas Bank	750.00	312.14	14.50%	14 Months	Pari passu charge on certain property of the company. Personal guarantee of certain directors of the company and their relative.
Term Loan facility	The Federal Bank Ltd	250.00	202.79	16.85%	18 Months	Pari passu charge and equitable mortgage on the property of the company. Negative lien on one of the project of the Company. Personal guarantee of certain directors of the company and their relative.
Term Loan facility	Housing Development Finance Corporation Limited	800.00	709.63	12.25%	68 Months	Mortgage of certain immovable properties of the company. Assignment of Lease rentals. Personal Guarantee of the Directors of the Company and their relative.
Term Loan facility	Housing Development Finance Corporation Limited	1,000.00	818.22	12.25%	60 Months	Mortgage of certain immovable properties of the company, Assignment of Lease rentals. Personal Guarantee of the Directors & their relatives
Term Loan facility	Housing Development Finance Corporation Limited	1,500.00	1516.03	13.00%	23 Months	Mortgage of certain immovable properties of the wholly held subsidiaries, Assignment of sale proceeds of one of the project, Pledge of shares of one of the subsidiary. Personal Guarantee of the Directors of the Company and their relative.
Term Loan facility	Housing Development Finance Corporation Limited	1,000.00	548.93	12.25%	28 Months	Mortage of certain immovable properties of a Subsidiary. Assignment of Lease rentals. Personal Guarantee of the Directors and thier relatives.
Term Loan facility	Housing Development Finance Corporation Limited	500.00	368.29	12.25%	28 Months	Mortage of certain immovable properties of a Subsidiary. Assignment of Lease rentals. Personal Guarantee of the Directors and thier relatives.
Vehicle Loan facility	Kotak Mahindra Prime Limited	5.20	0.81	10.25%	4 Months	Hypothecation of vehicles.
Term Loan facility	LIC Housing Finance Limited	1,000.00	833.33	15.25%	19 Months	Mortage of certain immovable properties and Corproate guarantee of the Subsidiaries. Assignment of receivables of certain projects. Personal Guarantee of the Directors of the Company and their relative. Mortage of developmental rights

						of one of the ongoing project of the company.
Short Term Loan Facility	Housing Development Finance Corporation Limited	250.00	250.00	14.00%	Bullet repayment on Sept 01, 2010	Personal Guarantee of a Director. Mortgage of one of the property of the Company.
Consortium loan-Term Loan facility	YES Bank Ltd	1,250.00	1,250.00	12.50%	15 months	First pari passu charge over a ongoing project receivables. Mortgage of immovable property backed by corporate guarantee of a firm in which the Company is a partner holding 21%. Corporate Guarantee of a Subsidiary Company. Personal Guarantee of the Directors and a relative.
	United Bank of India Ltd	750.00	757.24	12.50%		
	Andhra Bank	750.00	758.02	13.00%		
	J&K bank	750.00	758.13	12.75%		
Short term corporate loan	State bank of Hyderabad	750.00	750.00	12.25%	9 Months	Security of a ongoing project land. Personal Guarantee of the Directors and their relatives
Term Loan facility	ICICI Bank Ltd	1,400.00	1,280.27	13.50%	19 months	An exclusive charge by way of equitable mortgage on an completed project, unsold stock of a completed project and the immovable property of a Subsidiary Company. Hypothecation of scheduled receivables of the above projects of the company. Personal guarantee of the directors and their relative.
Term Loan facility	Punjab National Bank	1,500.00	758.01	13.00%	27 months	Equitable mortgage of land belonging to a Subsidiary Company. First pari passu charge on all receivables of the ongoing project in the subject land, including book debts and commissions, arising from the project. Corporate guarantee of the subsidiary company.
Term Loan facility	Lakshmi Vilas Bank Ltd	500.00	503.15	13.50%	20 months	Secured by land & building and Corporate Guarantee of a Subsidiary company. Personal Guarantee of the Directors.
Vehicle Loan facility	HDFC Bank Ltd	04.36	03.58	8.94%	29 months	Secured against hypothecation of vehicle
Vehicle Loan facility	Kotak Mahindra Prime Limited	04.69	03.71	8.00%	28 months	Secured against hypothecation of vehicle
			12,382.28			
Unsecured Loan						
Loans from Directors & their relatives	Irfan Razack		170.99	-	On Demand	Not Applicable
	Noaman Razack		19.98	-	On Demand	
	Rezwan Razack		34.67	-	On Demand	

	Uzma Irfan		9.00	-	On Demand	
Loans from a Partnership firm in which the Company has majority Holding	Prestige Property Management & Services		29.46	10.00%	On Demand	Not Applicable
			56.90	-	On Demand	
			37.21	13.00%	On Demand	
	Interest accrued and due on above		3.47	-	On Demand	
Inter Corporate Deposits	Pretige Amusements Pvt Ltd.		18.00	13.00%	On Demand	Not Applicable
	Prestige Fashions Pvt Ltd.		39.39	15.50%	On Demand	
	Prestige Garden Estates Pvt Ltd.		9.50	13.00%	On Demand	
	Cessna Garden Developers Pvt. Ltd.		170.00	13.00%	On Demand	
	Int Payable on the Inter Corporate deposits		7.13	-	On Demand	
Bank Overdraft	Standard Chartered Bank		197.00	-	On Demand	Not Applicable
			802.71	9.50%		Guarantee given by Third party.

Annexure 13 - Unconsolidated Schedule of Current Liabilities and Provisions, as restated						(Amount in Rs. Million)
	As at June 30, 2010	As at March 31, 2010	2009	2008	2007	2006
CURRENT LIABILITIES & PROVISIONS						
Current liabilities:						
Sundry creditors						
- Due to Micro & Small enterprises (Refer Note B 17 of Annexure 5)	9.20	13.53	8.92	-	-	-
- Due to SSI Units	-	-	-	-	8.77	7.37
- Due to others for expenses	1,579.93	1,557.58	1,655.15	1,136.45	914.51	282.88
Other liabilities	103.07	104.32	118.75	105.61	98.55	37.83
Towards purchase of group company shares	-	-	-	15.49	-	-
Advances received on projects	5,543.16	6,093.04	7,529.60	8,636.38	10,010.50	7,333.11
Advances received on behalf of land owners	39.71	1.40	279.74	183.15	63.38	65.57
Advance received for sale of subsidiary shares	-	-	20.00	20.00	792.85	-
Advance received from subsidiary company	-	-	-	193.20	-	-
Deposits towards lease, interiors and maintenance	854.43	897.96	1,008.36	904.38	756.80	407.41
Advance rent / maintenance received	10.62	8.95	2.37	0.57	2.39	5.11
Advance from partnership firms	202.32	222.32	313.82	446.48	344.92	-
Book overdraft balance in scheduled bank accounts	121.69	16.56	27.04	76.41	106.23	-
Interest Accrued but not due	29.12	31.82	29.97	15.25	6.76	-
Total Current liabilities	**8,493.24**	**8,947.48**	**10,993.72**	**11,733.37**	**13,105.66**	**8,139.28**
Provisions:						
Projects	790.83	576.69	294.58	305.18	188.60	344.95
Income tax	838.70	763.70	684.18	659.47	464.68	302.36
Fringe benefit tax	5.90	5.90	11.00	8.20	5.10	1.90
Wealth tax	0.95	0.85	0.45	1.03	0.53	0.23
Leave salary	10.03	11.96	11.57	5.74	3.17	1.64
Gratuity	16.41	7.51	7.59	7.10	1.73	3.92
	1,662.82	**1,366.61**	**1,009.37**	**986.72**	**663.81**	**655.00**
Total	**10,156.06**	**10,314.09**	**12,003.09**	**12,720.09**	**13,769.47**	**8,794.28**

Annexure 14A - Unconsolidated Schedule of Share Capital, as restated						
					(Amount in Rs. Million except for number of shares)	
	As at June 30,	As at March 31,				
	2010	2010	2009	2008	2007	2006
SHARE CAPITAL						
AUTHORISED						
In quantity - Equity shares of Rs 10 each	400,000,000	400,000,000	12,500,000	12,500,000	12,500,000	12,500,000
In value	4,000.00	4,000.00	125.00	125.00	125.00	125.00
ISSUED, SUBSCRIBED AND PAID UP						
In quantity -Equity Shares of Rs. 10 each	262,500,000	262,500,000	12,500,000	12,500,000	12,500,000	12,500,000
In value	2,625.00	2,625.00	125.00	125.00	125.00	125.00

Annexure 14B - Unconsolidated Schedule of Reserves and Surplus, as restated						
						(Amount in Rs. Million)
	As at June 30, 2010	As at March 31,				
		2010	2009	2008	2007	2006
General Reserve as per last Balance Sheet	-	119.21	119.21	119.21	119.21	119.21
Less: Utilised for issue of bonus shares	-	(119.21)	-	-	-	-
	-	-	119.21	119.21	119.21	119.21
Capital Reserve as per last Balance sheet	2,174.56	2,174.56	1,886.75	-	-	-
Additions during the year	-	-	287.81	1,886.75	-	-
	2,174.56	2,174.56	2,174.56	1,886.75	-	-
Surplus in Profit & Loss Account	1,725.75	1,476.67	2,461.22	1,698.77	1,093.26	677.69
Total	**3,900.31**	**3,651.23**	**4,755.00**	**3,704.73**	**1,212.47**	**796.90**

Annexure 15 - Unconsolidated Schedule of Other Income , as restated

(Amount in Rs. Million)

Particulars	For the period ended June 30, 2010	For the year ended March 31,					
		2010	2009	2008	2007	2006	
Interest income	11.50	70.17	48.88	65.87	33.97	9.50	Recurring
Generator deposit non refundable	0.46	0.04	2.29	0.25	2.48	1.91	Recurring
Dividend	19.85	4.73	14.97	-	-	46.81	Recurring
Interest received Partner's current account	-	-	-	-	1.36	1.25	Non Recurring
Profit on sale of fixed assets	-	1.34	13.62	1.03	4.15	0.04	Non Recurring
Forefeiture of customer advances	0.23	1.54	1.08	0.92	3.22	0.93	Non Recurring
Administration charges recovery	-	-	-	9.52	5.32	3.79	Non Recurring
Exchange gain (net)	-	-	-	2.27	-	0.10	Recurring
Share of profit from firms	46.53	349.64	94.63	49.01	9.65	15.54	Recurring
Profit on sale of Investments	-	-	-	-	-	0.79	Non Recurring
Miscellaneous income	0.11	7.53	3.96	1.60	7.59	3.06	Recurring
	78.68	**434.99**	**179.43**	**130.47**	**67.74**	**83.72**	

Annexure 16 -Unconsolidated Schedule of Capital Commitments and Contingent Liabilities, as restated

(Amount in Rs. Million)

Particulars	As at June 30, 2010	As at March 31, 2010	2009	2008	2007	2006
Capital Commitments	341.77	21.24	57.74	153.03	525.22	-
Corporate guarantees given on behalf of companies under the same management	5,508.90	5,423.96	3,293.15	3,244.56	4,591.00	151.80
Disputed Value Added Tax	12.42	12.42	-	-	-	-
Disputed Service tax	7.49	7.49	7.49	-	-	6.59
Customs duty obligation (excluding interest, if any) towards earnings in foreign currency of Rs. 123.32 Million, outstanding to be met by 2016-17 & 2018-19. (Refer table below)	15.41	15.41	15.00	-	-	-
Bank guarantees						
Financial Guarantee	18.45	18.45	-	-	-	-
Total	**5,904.44**	**5,498.97**	**3,373.38**	**3,397.59**	**5,116.22**	**158.39**

Details of Export obligation pending to be met

(Amount in Rs. Million)

Particulars	Licence No.	Customs Duty saved value	Export obligation to be met	Customs Duty saved value as at June 30, 2010	Export obligation to be met as at June 30, 2010
On Account of EPCG Licence	730006980	1.29	10.31	1.29	10.31
On Account of EPCG Licence	730007035	1.11	8.90	1.11	8.90
On Account of EPCG Licence	730006917	06.58	52.62	06.58	52.62
On Account of EPCG Licence	730006916	06.02	48.19	06.02	48.19
On Account of EPCG Licence	730008604	0.41	3.30	0.41	3.30
Total		**15.41**	**123.32**	**15.41**	**123.32**

Annexure 17 - Unconsolidated Schedule of Related Party transactions , as Restated		
List of related parties and the relationship		
	Relationship	**Name**
a	**Subsidiaries**	Cessna Garden Developers Pvt. Ltd. (Associate upto April 11, 2010)
		Downhills Holiday Resorts Pvt Ltd
		Exora Business Parks Pvt Ltd
		Foothills Holiday Resorts Pvt Ltd
		ICBI (India) Pvt Ltd
		Kandid Marketing Private Ltd. (upto Sept 23, 2009)
		Northland Holding Company Pvt Ltd
		Pennar Hotels & Resorts Pvt Ltd
		Prestige Bidadi Holdings Pvt Ltd
		Prestige Construction Ventures Pvt. Ltd.
		Prestige Golf Resorts Pvt Ltd (upto Sept 23, 2009)
		Prestige Leisure Resorts Pvt Ltd
		Prestige Mangalore Retail Ventures Pvt Ltd
		Prestige Mysore Retail Ventures Pvt Ltd
		Prestige Shantiniketan Leisures Pvt Ltd
		Prestige Valley View Estates Pvt Ltd
		Prestige Whitefield Investments & Developers Pvt Ltd
		Team United Engineers Pvt Ltd
		Valdel Xtent Outsourcing Solutions Pvt Ltd
		Village-De-Nandi Pvt Ltd
		Westpalm Developments Pvt. Ltd. (Associate upto September 21, 2009)
b	**Associates & Joint Ventures**	Babji Realtors Pvt Ltd
		CapitaLand Retail Prestige Mall Management Pvt Ltd (JV w.e.f Jan 01, 2010)
		City Properties Maintenance Company (Bangalore) Ltd.
		Prestige Amusements Pvt Ltd.,
		Prestige Garden Constructions Pvt Ltd
		Prestige Garden Resorts Pvt Ltd (J.V w.e.f Sept 23, 2009)
		Prestige Projects Pvt Ltd
c	**Company in which the directors are interested**	
		Dollar Constructions & Engineers Pvt Ltd
		Karnataka Realtors Pvt Ltd. (upto Sept 01, 2009)
		Prestige Fashions Pvt Ltd
		Prestige Garden Estates Pvt Ltd
		Prestige Home Finance Ltd
		Thomsun Realtors Pvt Ltd
		Vijaya Productions Pvt Ltd.
		Prestige Builders & Developers Pvt Ltd.
d	**Firm in which directors are interested**	23 Carat
		Albert Properties

		Bannerghatta Properties (Dissolved on March 26, 2010)
		Bargains
		Brunton Developers
		Castlewood Investments
		Colonial Estates
		Convent Realtors
		Cunningham Investments
		Daffodil Investments
		Eden Investments
		Eureka Investments
		Fifth Avenue
		Hitech Properties
		Langford Realtors
		Morph
		Morph Design Company
		Nebulla Investments
		Noris Developments
		P.H.R. Developers
		P.S. Developers
		Prestige Constructions
		Prestige Globe Estates (Dissolved on March 26, 2010)
		Prestige Interiors (w.e.f Sept 01, 2009)
		Prestige KRPL Techpark
		Prestige Mysore Techpark
		Prestige Nottinghill Investments
		Prestige Ozone Properties
		Prestige Property Management & Services (w.e.f Sept 01, 2009)
		Prestige Realty Ventures
		Prestige Shoes
		Prestige Whitefield Developers
		RRR Investments
		Silverline Estates
		Silver Oak Projects (w.e.f Jan 13, 2010)
		Springfield Developers
		Spring Green
		Sublime
		United Agencies
		Xtasy Investments
e	**Firm in which relative of director is interested**	Good Food Company
f	**Trust in which the company is interested**	Educate India Foundation
		Educate India Trust
g	**Relative of the director is Propritrix**	Window care

	h	**Trust in which the Directors are interested**	Razack Sattar Family Trust
			Prestige Foundation
	i	**Key Management Personnel (Directors)**	Irfan Razack, Managing Director
			Rezwan Razack, Joint managing Director
			Noaman Razack (Resigned w.e.f. November 10, 2009)
			Badruniss Irfan (Resigned w.e.f. September 1, 2009)
			Faiz Rezwan(Resigned w.e.f. September 1, 2009)
			Mohd Zaid Sadique (Resigned w.e.f. September 1, 2009)
			Sameera Noaman (Resigned w.e.f. September 1, 2009)
			Uzma Irfan (Resigned w.e.f. September 1, 2009)
			Zackria Hashim (Resigned w.e.f. September 1, 2009)
			Almas Rezwan (Resigned w.e.f. September 1, 2009)
	j	**Relative of Key Management Personnel**	Anjum Jung
			Danya Noaman
			Jameela Abdulla
			Matheen Irfan
			Omer Bin Jung
			Rabia Razack
			Saif Ebrahim
			Zayd Noaman
			Sana Rezwan
Note:		The above have been identified by the Company and relied upon by the auditors	

Rs. In million

Particulars	For the period ended June 30, 2010	For the year ended March 31, 2010	2009	2008	2007	2006
1. Share Capital (Bonus Equity Shares Issued)						
Key Management personnel & their relatives						
Irfan Razack	-	67.72	-	-	-	-
Rezwan Razack	-	67.71	-	-	-	-
Noaman Razack	-	67.71	-	-	-	-
Sameera Noaman	-	15.63	-	-	-	-
Badrunissa Irfan	-	15.63	-	-	-	-
Almas Rezwan	-	15.63	-	-	-	-
Total	**-**	**250.03**	-	-	-	-
2. Share of Revaluation reserves from firms						
Associates and Companies, firms & trusts in which the directors are interested						
Prestige Whitefield Investments	-	-	-	1,084.36	-	-
Prestige Mangalore Retail Mall	-	-	-	237.65	-	-
Prestige Mysore Retails Ventures Pvt Ltd	-	-	-	380.24	-	-
RR Estates(Converted into Prestige Projects Pvt Ltd wef 13.06.08)	-	-	287.81	184.50	-	-
Total	**-**	**-**	**287.81**	**1,886.75**	**-**	**-**
3. Share/Debentures Application Received						
Subsidiaries						
Prestige Construction Ventures Pvt. Ltd.	-	20.00	-	-	-	-
Total	**-**	**20.00**	-	-	-	-
4. Share/Debentures Application Returned						
Subsidiaries						
Prestige Construction Ventures Pvt. Ltd.	-	20.00	-	-	-	-
Total	**-**	**20.00**	-	-	-	-
5. Intercorporate Deposits taken						
Subsidiaries						
Valdel xtent Outsourcing Solutions Pvt. Ltd.	-	-	119.50	-	-	-
Prestige Golf Resorts Pvt Ltd	-	-	980.00	-	-	-
Prestige Bidadi Holdings Pvt. Ltd.	-	30.00	-	-	-	-
Prestige Construction Ventures Pvt. Ltd.	10.00	-				
Cessna Garden Developers Pvt. Ltd.	170.00	-				
Prestige Valley View Estates Pvt. Ltd.	-	-	-	-	8.50	11.00
ICBI India Pvt Ltd	-	-	-	5.00	7.00	-
Sub Total	**180.00**	**30.00**	**1,099.50**	**5.00**	**15.50**	**11.00**

Associates and Companies, firms & trusts in which the directors are interested.							
Prestige Fashions Pvt Ltd	-	-	50.00	-	-	-
Prestige Garden Estates Pvt. Ltd.	-	7.50	22.00	-	-	-
Cessna Garden Developers Pvt. Ltd.	-	-	-	685.00	375.60	30.50
Prestige Garden Constructions pvt ltd	-	-	-	140.00	630.00	-
Dollars Constructrions & Engineering Pvt Ltd	-	-	-	-	11.00	-
Prestige Amusements Private Limited	8.00	10.00	-	-	-	-
Sub Total	**8.00**	**17.50**	**72.00**	**825.00**	**1,016.60**	**30.50**
Total	**188.00**	**47.50**	**1,171.50**	**830.00**	**1,032.10**	**41.50**
6. Repayment of Intercoporate Deposits taken						
Subsidiaries						
Valdel xtent Outsourcing Solutions Pvt. Ltd.	-	119.00	0.50	-	-	-
Prestige Bidadi Holdings Pvt. Ltd.	-	30.00	-	-	-	-
Prestige Construction Ventures Pvt. Ltd.	10.00					
ICBI India Pvt Ltd	-	-	-	5.00	7.00	-
Prestige Valley View Estates Pvt. Ltd.	-	-	-	3.61	5.32	132.00
Prestige Leisure Resorts Pvt Ltd.,	-	-	-	-	17.09	23.50
Prestige Golf Resorts Pvt Ltd	-	-	980.00	-	-	-
Sub Total	**10.00**	**149.00**	**980.50**	**08.61**	**29.41**	**155.50**
Associates and Companies, firms & trusts in which the directors are interested						
Prestige Garden Estates Pvt. Ltd.	-	-	20.00	-	-	-
Prestige Garden Constructions pvt ltd	-	-	-	614.01	172.64	
Cessna Garden Developers Pvt. Ltd.	-	-	-	838.57	228.10	40.85
Dollars Constructrions & Engineering Pvt Ltd	-	-	-	11.00	0.39	-
Prestige Fashions Pvt Ltd	-	8.21	2.40	-	-	-
Sub Total	**-**	**8.21**	**22.40**	**1463.58**	**401.13**	**40.85**
Total	**10.00**	**157.21**	**1,002.90**	**1,472.19**	**430.54**	**196.35**
7. Unsecured Loans Taken						
Associates and Companies, firms & trusts in which the directors are interested						
Prestige Property Management & Services	1.28	8.86	11.85	0.16	4.03	2.12
Prestige Garden Constructions pvt ltd		-	-	3.59	-	-
Cessna Garden Developers Pvt. Ltd.		-	-	90.00	-	-
Prestige Whitefield Investments & Dev P Ltd		-	-	1,075.70	-	-
Sub Total	**1.28**	**8.86**	**11.85**	**1,169.45**	**4.03**	**2.12**
Key Management Personnel & their relative						
Irfan Razack	5.53	184.50	8.25	38.50	3.50	16.50
Rezwan Razack	5.53	49.00	14.70	29.00	12.50	08.07
Uzma Irfan	-	-	10.00	-	-	-
Noaman Razack	5.53	29.00	2.70	25.00	20.00	9.00
Badrunissa Irfan	-	-	-	-	-	6.50
Sameera Noaman	-	-	-	-	-	5.50

Almas Rezwan		-	-	1.00	-	-	-
	Sub Total	**16.59**	**262.50**	**36.65**	**92.50**	**36.00**	**45.57**
	Total	**17.87**	**271.36**	**48.50**	**1,261.95**	**40.03**	**47.69**
8. Unsecured Loans taken repaid							
Associates and Companies, firms & trusts in which the directors are interested.							
Prestige Property Management & Services		-	18.82	3.43	6.86	136.01	49.27
Prestige Whitefield Investment & Developers Pvt Ltd.,		-	-	-	1.50	-	-
Prestige Garden Constructions Pvt Ltd.,		-	-	-	3.59	-	-
Prestige Fashions Pvt Ltd.,		-	-	-	0.24	-	-
Cessna Garden Developers Pvt Ltd.,		-	-	-	90.00	-	-
	Sub Total	**-**	**18.82**	**3.43**	**102.19**	**136.01**	**49.27**
Key Management Personnel & their relative							
Irfan Razack		0.64	30.00	20.95	19.01	3.56	19.35
Rezwan Razack		0.62	46.14	19.53	3.67	9.11	14.08
Noaman Razack		0.62	30.73	20.12	2.18	12.57	20.95
Almas Rezwan		-	-	1.00	1.51	-	3.80
Badrunissa Irfan		-	-	-	-	-	6.50
Sameera Noaman		-	-	-	0.01	-	5.50
Uzma Irfan		-	1.00	-	-	-	-
	Sub Total	**1.88**	**107.87**	**61.60**	**26.38**	**25.24**	**70.18**
	Total	**1.88**	**126.69**	**65.03**	**128.57**	**161.25**	**119.45**
9. Advances Received							
Subsidiaries							
ICBI India Pvt Ltd			265.50	14.50	55.51	7.00	-
Valdel xtent Outsourcing Solutions Pvt. Ltd.			89.40	-	-	-	-
Exora Business Park Pvt Ltd.,		15.00	-	-	20.30	772.85	-
Prestige Valley View Estates Pvt. Ltd.			60.73	-	11.20	60.33	90.45
	Sub Total	**15.00**	**415.63**	**14.50**	**87.01**	**840.18**	**90.45**
Associates and Companies, firms & trusts in which the directors are interested							
West Palm Developments Pvt. Ltd.		-	-	335.00	69.23	-	-
Brunton Developers		-	642.50	160.00	-	-	-
Silverline Estates		-	100.00	-	116.56	-	-
Karnataka Realtors		-	-	15.00	-	-	-
Nebulla Investments		-	7.50	-	-	-	-
Prestige Interiors		.00	-	-	-	-	-
Dollars Constructrions & Engineering Pvt Ltd		-	-	4.30	-	-	-
	Sub Total	**0.00**	**750.00**	**514.30**	**185.79**	**-**	**-**
Key Management Personnel & their relative							
Rezwan Razack		-	164.00	165.00	9.29	1.00	1.59
Noaman Razack		-	152.70	167.50	9.29	-	1.82
Irfan Razack		-	166.70	180.00	9.29	3.50	3.06

Badrunissa Irfan		-	-	5.88	16.00	-	1.82
Sana Rezwan		-	-	14.50	13.50	2.50	2.73
Danya Noaman		-	-	2.50	15.00	-	3.17
Uzma Irfan		-	-	5.00	13.50	1.50	2.22
Faiz Rezwan		-	-	3.40	13.00	-	2.73
Almas Rezwan		-	-	-	-	1.50	-
Saif Abraham		-	-	2.30	3.61	7.07	-
Zaid Noaman		-	-	1.40	11.00	-	1.82
Rabia Razack		-	-		10.00	-	-
Sameera Noaman		0.98	-	5.00	1.50	-	-
Zackria Hashim		-	-	-	-	-	3.06
Omer Bin Jung		-	-	0.50	-	-	-
	Sub Total	**0.98**	**483.40**	**552.98**	**124.98**	**17.07**	**24.02**
	Total	**15.99**	**1,649.03**	**1,081.78**	**397.78**	**857.25**	**114.47**
9. Advances Repaid							
Subsidiaries							
Exora Business Parks Pvt. Ltd.		-	387.50	193.20	579.95	-	-
Prestige Leisure Resorts Pvt.Ltd		-	-	72.50	-	-	-
	Sub Total	**-**	**387.50**	**265.70**	**579.95**	**-**	**-**
Associates and Companies, firms & trusts in which the directors are interested.							
West Palm Developments Pvt. Ltd.		-	-	335.00	69.23	-	-
Silverline Estates		20.00	116.50	292.67	15.00	-	-
Karnataka Realtors		-	-	15.00	-	-	-
Brunton Developers		-	717.50	-	-	-	-
	Sub Total	**20.00**	**834.00**	**642.67**	**84.23**	**-**	**-**
Key Management Personnel & their relative							
Saif Abraham		-	2.30	-	-	-	-
	Sub Total	**-**	**2.30**	-	-	-	-
	Total	**20.00**	**1,223.80**	**908.37**	**664.18**	**0.00**	**0.00**
10. Lease Deposits taken							
Subsidiaries							
Prestige Leisure Resorts Pvt.Ltd		-	0.08	100.00	62.50	-	0.50
	Sub Total	**-**	**0.08**	**100.00**	**62.50**	**-**	**0.50**
Associates and Companies, firms & trusts in which the directors are interested.							
CapitaLand Retail Prestige Mall Management Pvt. Ltd.		-	-	2.40	-	-	-
Prestige Amusements Private Limited		-	-	-	-	-	1.40
Prestige Property Management & Services		-	1.03	-	0.70	-	-
Prestige Fashions Pvt Ltd		-	0.36	-	-	-	-
	Sub Total	**-**	**01.39**	**2.40**	**0.70**	**-**	**1.40**
Key Management Personnel & their relative							

Badrunissa Irfan		-	-	-	-	-	1.00
Sana Rezwans		-	-	-	-	-	0.64
Uzma Irfan		-	-	-	-	-	0.94
Matheen Irfan		-	-	-	-	-	0.30
	Sub Total	**-**	**-**	**-**	**-**	**-**	**2.88**
	Total	**-**	**1.47**	**102.40**	**63.20**	**-**	**04.78**
11. Intercorporate Deposits given							
Subsidiaries							
Prestige Leisure Resorts Pvt.Ltd		13.10	138.90	73.00	32.20	16.60	-
Prestige Bidadi Holding Pvt. Ltd.		26.50	-	-	-	-	-
Prestige Construction Ventures Pvt. Ltd.		-	67.50	-	-	-	-
ICBI India Pvt Ltd		-	-	-	7.00	8.00	-
Prestige Golf Resorts Pvt Ltd		-	0.02	5.70	-	-	-
Cessna Garden Developers Pvt. Ltd.		62.00	-	-	-	-	-
Downhill Holiday Resorts Pvt. Ltd.		-	-	-	-	-	40.10
Exora Business Parks Pvt. Ltd.		7.00	-	-	-	-	-
Foothill Holiday Resorts Pvt. Ltd.		-	-	-	-	-	42.30
Pennar Hotels & Resorts Pvt. Ltd.		-	-	-	-	-	29.80
Village De Nandi Pvt. Ltd.		-	-	-	-	-	9.10
Prestige Valley View Estates Pvt. Ltd.		-	0.10	16.70	-	-	-
	Sub Total	**108.60**	**206.52**	**95.40**	**39.20**	**24.60**	**121.30**
Associates and Companies, firms & trusts in which the directors are interested.							
Cessna Garden Developers Pvt. Ltd.		-	252.50	541.70	46.00	345.20	254.30
Prestige Garden Constructions pvt ltd		-	-	-	-	136.00	2.50
Prestige Fashions Pvt Ltd		-	-	-	-	10.00	-
Prestige Amusements Private Limited		-	-	-	-	25.50	5.60
Babji Realtors Pvt. Ltd.		-	-	1.81	45.40	41.80	-
Prestige Garden Estates Pvt. Ltd.		-	-	0.50	705.42	16.00	2.50
West Palm Developments Pvt. Ltd.		-	-	-	-	18.10	19.00
Prestige Garden Resorts Pvt. Ltd.		-	0.13	1.56	2.10	1.87	06.80
	Sub Total	**-**	**252.63**	**545.57**	**798.92**	**594.47**	**290.70**
	Total	**108.60**	**459.15**	**640.97**	**838.12**	**619.07**	**412.00**
12. Intercorporate Deposits given recovered							
Subsidiaries							
Prestige Leisure Resorts Pvt.Ltd		-	12.50	45.00	48.80	-	-
Prestige Construction Ventures Pvt. Ltd.		-	67.50	-	-	-	-
ICBI India Pvt Ltd		-	-	-	7.00	8.00	48.30
Village-De-Nandi Pvt Ltd.,		-	-	-	-	9.14	-
Pennar Hotels & Resorts Pvt.Ltd		-	-	-	-	30.10	-
Downhills Holiday Resorts Pvt Ltd.,		-	-	-	-	55.25	-
Exora Business Parks Pvt. Ltd.		7.00	-	-	-	-	-

Foothill Holiday Resorts pvt ltd		-	-	-	-	42.72	-
Prestige Valley View Estates Pvt. Ltd.		-	2.30	14.50	-	-	-
Prestige Golf Resorts Pvt Ltd		-	-	1.00	-	-	-
Sub Total		**7.00**	**82.30**	**60.50**	**55.80**	**145.21**	**48.30**
Associates and Companies, firms & trusts in which the directors are interested.							
Prestige Amusements Private Limited		-	-	13.50	7.31	3.00	9.90
Cessna Garden Developers Pvt. Ltd.		-	784.50	21.50	13.17	474.05	127.30
Prestige Fashions Pvt Ltd		-	-	-	10.00	4.47	04.32
West Palm Developments Pvt. Ltd.		-	-	-	18.96	37.88	0.17
Babji Realtors Pvt. Ltd.		-	-	79.79	-	-	-
Prestige Garden Constructions pvt ltd		-	-	-	5.27	138.50	-
Prestige Garden Resorts Pvt. Ltd.		-	-	-	-	0.10	5.40
Prestige Garden Estates Pvt. Ltd.		-	-	12.50	-	16.06	-
Sub Total		**-**	**784.50**	**127.29**	**54.71**	**674.06**	**147.09**
Total		**7.00**	**866.80**	**187.79**	**110.51**	**819.27**	**195.39**
13. Loans & Advances given							
Subsidiaries							
Team United Engineers Pvt Ltd		15.01	266.22	140.38	-	-	-
Prestige Construction Ventures Pvt. Ltd.		-	-	-	795.00	-	-
Prestige Mysore Retail Ventures Pvt Ltd		-	-	-	234.82	-	-
Prestige Mangalore Retail Ventures Pvt Ltd		-	-	-	83.42	-	-
Foothill Holiday Resorts pvt ltd		-	-	-	-	390.34	-
Exora Business Parks Pvt. Ltd.		-	-	-	-	7.33	-
Valdel Extent Outsourcing Solutions Pvt Ltd		-	-	-	-	104.00	-
Prestige Bidadi Holdings Pvt. Ltd.		-	-	-	86.98	446.32	-
Northland Holding Company Pvt. Ltd.		-	4.22	15.45	-	-	-
Sub Total		**15.01**	**270.44**	**155.83**	**1,200.22**	**947.99**	**-**
Associates and Companies, firms & trusts in which the directors are interested.							
RR Estates			-	868.94	16.00	-	-
RRR Investments		12.10	18.61	145.01	-	-	-
Prestige Realty Ventures	-		229.00	-	-	-	-
Babji Realtors Pvt. Ltd.	-		-	441.50	-	457.03	-
Prestige Projects Pvt Ltd		127.00	99.25	1,463.92	-	-	-
Silverline Estates		9.15	164.45	-	-	452.50	24.47
Brunton Developers	-		267.62	15.00	-	5.00	50.06
Prestige Property Management & Services		17.09	32.39	-	-	2.50	8.50
Prestige Amusements Private Limited	-		-	11.00	-	-	-
Window Care		0.03	0.39	0.17	-	-	-
Prestige Nottinghill Investments		45.26	87.41	115.00	70.15	91.50	126.80
Prestige Ozone Properties		0.18	0.65	0.80	59.75	-	-
Prestige KRPTL Techpark	-		0.20	0.50	72.81	-	-
Educate India Foundation	-		12.35	18.95	31.65	54.24	39.39

Educate India Trust	-		-	-	-		35.80	-
Thomsun Realtors Pvt ltd	-		-	02.83	-		-	-
Sublime		20.70	23.72	-	-		-	-
Prestige Garden Constructions Pvt Ltd	-		-	71.00		11.00	-	-
Morph		02.70	10.35	-		14.76	-	-
Morph Design Company		01.22	11.18	0.84		2.34	-	-
Silver Oak Projects	-		397.07	-	-		-	-
Hitech Properties	-		-	0.05	-		25.00	-
Prestige Mysore Techpark	-		-	-		25.00	-	-
Prestige Whitefield Investments	-		-	-		143.69	611.18	-
Prestige Globe Estates	-		-	-	-		-	7.20
Colonial Estates	-		-	-	-		1.50	-
Eden Investments	-		-	-		33.90	-	-
Prestige Whitefield Developers	-		1.10	-		37.15	-	-
Sub Total		**235.43**	**1,355.74**	**3,155.51**	**518.20**		**1,736.25**	**256.42**
Key Management Personnel & their relative								
Sameera Noaman	-		5.74	1.00		20.00	-	-
Almas Rezwan	-		5.74	0.09	-		-	-
Faiz Rezwan	-		6.18	-	-		-	-
Irfan Razack	-		16.08	-		10.00	-	-
Noaman Razack	-		15.82	-	-		-	-
Rezwan Razack	-		15.08	-	-		-	-
Uzma Irfan	-		6.24	-	-		-	-
Anjum Jung	-		3.50	-		5.00	-	-
Badrunissa Irfan	-		5.74	-		17.50	-	-
Matheen Irfan	-		5.74	-	-		-	-
Sana Rezwan	-		5.68	-	-		-	-
Sub Total	**-**		**91.54**	**1.09**	**52.50**		**-**	**-**
Total		**250.44**	**1,717.72**	**3,312.43**	**1,770.92**		**2,684.24**	**256.42**
14. Loans & Advances given recovered								
Subsidiaries								
Team United Engineers Pvt Ltd	-		225.90	18.66	-		-	-
Prestige Bidadi Holdings Pvt Ltd.,	-		-	-		480.00	-	-
Prestige Mangalore Retail Ventures Pvt Ltd.,	-		-	-		251.07	-	-
Prestige Mysore Retails Ventures Pvt Ltd		0.14	-	-		380.54	-	-
Prestige Constructions Ventures Pvt Ltd.,	-		-	-		795.00	-	-
Northland Holdings Pvt. Ltd.		0.10	-	-	-		-	-
Exora Business Park Pvt Ltd.,	-		-	-		0.04	-	-
Sub Total		**0.24**	**225.90**	**18.66**	**1,906.65**		**-**	**-**
Associates and Companies, firms & trusts in which the directors are interested.								
Babji Realtors Pvt. Ltd.	-		-	441.06	-		15.00	-
RRR Investments		0.00	0.03	-	-		-	-
Prestige Realty Ventures		0.00	0.00	-	-		-	-

Prestige Projects Pvt Ltd	-		97.00	567.50	-	-	-	
RR Estates	-		-	1,058.44	-	-	-	
Prestige Garden Estates Pvt. Ltd.	-		-	700.00	-	-	-	
Brunton Developers		0.00	379.38	35.50	-	27.00	5.00	
Prestige Amusements Private Limited	-		-	11.00	-	-	-	
Prestige Garden Constructions Pvt Ltd	-		-	82.00	-	-	-	
Thomsun Realtors Pvt ltd	-		-	2.83	-	-	-	
Prestige Nottinghill Investments		75.00	80.00	162.65	212.00	6.50	-	
Educate India Foundation	-		-	0.44	-	-	2.50	
Educate India Trust	-		-	0.22	-	-	-	
Silverline Estates	-		-	5.00	-	453.47	22.58	
Prestige Ozone Properties	-		4.01	2.70	-	-	-	
Eden Investments		0.00	0.00	-	-	-	-	
Hitech Properties		0.00	0.00	-	-	-	-	
Silver Oak Projects		0.00	365.60	-	-	-	-	
Prestige KRPTL Techpark		0.03	0.12	-	4.90	-	-	
Prestige Mysore Techpark	-		-	-	25.00	-	-	
Prestige Whitefield Developers	-		0.05	-	-	-	-	
Prestige Whitefield Investments		10.11	-	-	-	113.00	-	
Prestige Globe Estates	-		-	-	1.65	1.80	08.32	
Prestige Property Management & Services	-		23.80	-	-	2.50	08.50	
Prestige Interiors	-		0.00	-	-	-	-	
Sub Total		**85.14**	**949.99**	**3,069.34**	**243.55**	**619.27**	**46.90**	
Key Management Personnel & their relative								
Badrunissa Irfan	-		-	17.50	-	-	-	
Irfan Razack	-		-	10.00	-	-	-	
Sameera Noaman	-		-	21.00	-	-	-	
Sub Total	**-**		**-**	**48.50**	**-**	**-**	**-**	
Total		**85.38**	**1,175.89**	**3,136.50**	**2,150.20**	**619.27**	**46.90**	
15. Deposits Given / paid	-							
-	-							
Key Management Personnel & their relative								
Uzma Irfan	-		-	-	0.33	-	0.60	
Badrunissa Irfan	-		-	-	-	-	3.31	
Sana Rezwan	-		-	-	-	-	0.64	
Faiz Rezwan	-		-	-	-	-	0.24	
Irfan Razack	-		-	-	-	-	0.11	
Rezwan Razack	-		-	-	-	-	0.11	
Noaman Razack	-		-	-	-	-	0.11	
Matheen Irfan	-		-	-	-	-	0.25	
Sub Total	**-**		**-**	**-**	**0.33**	**-**	**5.37**	
Deposits Transferred	-							
Subsidiaries								
Prestige Valley View Estates Pvt Ltd.,	-		-	-	-	6.73	-	

Sub Total	**-**	**-**	**-**	**-**	**6.73**	**-**	
Total	**-**	**-**	**-**	**0.33**	**6.73**	**5.37**	
16. Share/Debentures Application money given							
Subsidiaries							
Exora Business Parks Pvt. Ltd.	-	136.50	177.80	312.24	-	-	
Prestige Construction Ventures Pvt. Ltd.	-	-	50.00	0.10	-	-	
Prestige Bidadi Holdings Pvt. Ltd.	-	134.20	12.50	111.57	-	-	
Prestige Managalore Retails Ventures Pvt. Ltd.	14.00						
Valdel xtent Outsourcing Solutions Pvt. Ltd.	-	70.00	0.50	100.50	-	-	
Pennar Hotels & Resorts Pvt.Ltd	-	-	-	0.10	29.98	-	
Village De Nandi Pvt Ltd	-	-	-	-	9.10		
Downhill Holiday Resorts Pvt Ltd	-	-	-	-	53.10		
Foothill Holiday Resorts pvt ltd	-	-	-	0.10	42.55	-	
Northland Holdings Pvt. Ltd	0.20	-	-	-	-	-	
Team United Engineers Pvt Ltd	-	0.01	2.74	-	-	-	
Sub Total	**14.20**	**340.71**	**243.54**	**524.61**	**134.73**	**-**	
Associates and Companies, firms & trusts in which the directors are interested.							
CapitaLand Retail Prestige Mall Management Pvt. Ltd.	-	-	24.75	-	-	-	
Babji Realtors Pvt. Ltd.	-	-	80.29	451.25	-	-	
Cessna Garden Developers Pvt. Ltd.	-	38.50	-	-	-	-	
Prestige Garden Resorts Pvt. Ltd.	0.35	0.02	-	-	-	-	
Prestige Garden Estates Pvt Ltd.	-	-	-	-	358.75	620.00	
City Properties Maintenance Bangalore Ltd	-	-	-	-	-	-	
Sub Total	**0.35**	**38.52**	**105.04**	**451.25**	**358.75**	**620.00**	
Total	**14.55**	**379.23**	**348.58**	**975.86**	**493.48**	**620.00**	
17. Share/Debentures Application money received back							
Subsidiaries							
Valdel xtent Outsourcing Solutions Pvt. Ltd.	-	70.00	105.00	-	-	-	
Prestige Bidadi Holdings Pvt. Ltd.	-	-	79.50	-	-	-	
Exora Business Parks Pvt. Ltd.	-	153.00	292.05	-	-	-	
Foothill Holiday Resorts Pvt. Ltd.	-	-	-	0.10	-	-	
Pennar Hotels & Resorts Pvt.Ltd	-	-	-	0.10	-	-	
Prestige Construction Ventures Pvt. Ltd.	-	-	50.10	-	-	-	
Sub Total	**-**	**223.00**	**526.65**	**0.20**	**-**	**-**	
Associates and Companies, firms & trusts in which the directors are interested.							
Babji Realtors Pvt. Ltd.	-	0.01	452.31	-	-	-	
Prestige Garden Constructions Pvt Ltd	-	-	-	-	-	0.05	
Prestige Garden Estates Pvt. Ltd.	-	-	255.42	652.50	-	-	
Sub Total	**-**	**0.01**	**707.73**	**652.50**	**-**	**0.05**	
Total	**-**	**223.01**	**1,234.38**	**652.70**	**-**	**0.05**	

18. Investments made							
Subsidiaries							
Prestige Shanthiniketan Leisures Pvt. Ltd.	-	0.20	6.00	-	-	-	
Prestige Valley View Estates Pvt. Ltd.	-	0.63	-	0.05	15.60	-	
Prestige Constructions Ventures Pvt Ltd.,	-	-	-	59.90	-	-	
Prestige Bidadi Holdings Pvt Ltd	-	-	-	56.19	-	-	
Exora Business Parks Pvt. Ltd.	-	-	-	0.26	273.85	-	
Team United Engineers Pvt Ltd	-	2.23	6.26	-	-	-	
Downhill Holiday Resorts Pvt. Ltd.	-	0.90	-	-	285.89	-	
Foothill Holiday Resorts Pvt. Ltd.	-	0.80	-	-	-	-	
Pennar Hotels & Resorts Pvt. Ltd.	-	0.80	-	-	251.91	-	
Village De Nandi Pvt. Ltd.	-	0.05	-	-	70.47	-	
Sub Total	**-**	**5.61**	**12.26**	**116.40**	**897.72**	**-**	
Associates and Companies, firms & trusts in which the directors are interested.							
Thomsun Realtors Pvt ltd	-	-	108.47	-	-	-	
Cessna Garden Developers Pvt Ltd.,	-	-	-	-	-	34.50	
Silverline Estates	-	-	-	-	-	0.30	
Babji Realtors Pvt. Ltd.	-	-	-	-	75.64	-	
Prestige Nottinghill Investments	-	-	-	-	-	0.70	
CapitaLand Retail Prestige Mall Management Pvt. Ltd.	-	-	0.25	-	-	-	
Prestige Projects Pvt Ltd	-	-	11.00	-	-	-	
City Properties Maintenance Bangalore Ltd	-	-	0.41	-	-	-	
R R R Investments	-	-	30.00	-	-	-	
Silver Oak Projects	-	0.10	-	-	-	-	
Educate India Foundation	-	-	0.44	-	-	-	
Educate India Trust	-	-	0.22	-	-	-	
Prestige Mysore Retails Ventures Pvt Ltd	-	-	-	220.47	-	-	
Prestige Mangalore Retail Mall	-	-	-	18.00	-	-	
Prestige KRPL Techpark	-	-	-	09.30	-	-	
Prestige Whitefield Investments & Dev P Ltd	-	-	-	614.26	-	-	
Prestige Mysore Retail Mall	-	-	-	0.97	-	-	
Prestige Ozone Properties	-	-	-	0.05	-	-	
Prestige Whitefield Developers	-	-	-	0.05	-	-	
Prestige Whitefield Investments	-	-	-	-	0.84	-	
Prestige Mangalore Retails Ventures Pvt Ltd	-	-	-	45.04	-	-	
Prestige Golf Resorts Pvt Ltd	-	-	-	0.30	-	-	
RR Estates (Converted into PPPL wef 13.06.2008)	-	-	-	11.00	-	-	
Prestige Garden Constructions Pvt Ltd.,	-	-	-	0.63	-	-	
Prestige Garden Estates Pvt Ltd.,	-	-	-	-	-	-	
Prestige Property Management & Services	-	9.70	-	-	-	-	
Prestige Interiors	-	0.10	-	-	-	-	
Prestige Realty Ventures	-	2.00	-	-	-	-	
Sub Total	**-**	**11.90**	**150.79**	**920.07**	**76.48**	**35.50**	

Total	-		**17.51**	**163.05**	**1,036.47**	**974.22**	**35.50**
19. Shares alloted against application made earlier								
Subsidiaries								
Team United Engineers Pvt Ltd	-		2.74	-	-	-	-
Cessna Garden Developers Pvt. Ltd.		17.00	-	-	-	-	-
Downhill Holiday Resorts Pvt. Ltd.	-		1.80	-	51.30	-	-
Foothill Holiday Resorts Pvt. Ltd.	-		1.37	-	41.28	-	-
Pennar Hotels & Resorts Pvt. Ltd.	-		0.74	-	29.34	-	-
Valdel xtent Outsourcing Solutions Pvt. Ltd.	-		-	10.00	-	-	-
Sub Total		**17.00**	**6.65**	**10.00**	**121.92**	**-**	**-**
Associates and Companies, firms & trusts in which the directors are interested.							
Babji Realtors Pvt. Ltd.	-		10.62	-	-	-	-
CapitaLand Retail Prestige Mall Management Pvt. Ltd.	-		24.75	-	-	-	-
Thomsun Realtors Pvt Ltd	-		-	16.53	-	-	-
Sub Total	**-**		**35.37**	**16.53**	**-**	**-**	**-**
Total		**17.00**	**42.02**	**26.53**	**121.92**	**-**	**-**
Debentures alloted against application made earlier								
Associates and Companies, firms & trusts in which the directors are interested.								
Babji Realtors Pvt. Ltd.	-		68.60	-	-	-	-
Total	**-**		**68.60**	**-**	**-**	**-**	**-**
20. Purchase of Investments								
Subsidiaries								
Prestige Valley View Estates Pvt. Ltd.	-		21.47	-	-	-	-
Sub Total	**-**		**21.47**	**-**	**-**	**-**	**-**
Key Management Personnel & their relative								
Irfan Razack	-		6.56	0.25	-	-	-
Rezwan Razack	-		5.56	0.25	-	-	-
Noaman Razack	-		6.30	0.30	-	-	-
Uzma Irfan	-		0.50	-	-	-	-
Faiz Rezwan	-		0.50	-	-	-	-
Sub Total	**-**		**19.42**	**0.80**	**-**	**-**	**-**
Total	**-**		**40.89**	**0.80**	**-**	**-**	**-**
21. Sale of Investments								
Associates and Companies, firms & trusts in which the directors are interested.								

Prestige Mysore Retail Mall		-		-	-	0.97	-	-
Prestige KRPL Techpark		-		-	-	82.11	-	-
Prestige Mangalore Retail Mall		-		-	-	18.00	-	-
Prestige Globe Estates		-		-	-	-	-	0.88
Prestige Garden Constructions Pvt Ltd.,		-		-	-	-	-	0.05
	Sub Total	**-**		**-**	**-**	**101.08**	**-**	**0.93**
Key Management Personnel & their relative								
Irfan Razack		-		0.38	-	-	-	-
Rezwan Razack		-		0.38	-	-	-	-
Noaman Razack		-		0.38	-	-	-	-
	Sub Total	**-**		**01.14**	**-**	**-**	**-**	**-**
	Total	**-**		**01.14**	**-**	**101.08**	**-**	**0.93**
22. Purchase of Goods								
Subsidiaries								
Team United Engineers Pvt Ltd			56.16	240.31	124.65	-	-	-
	Sub Total		**56.16**	**240.31**	**124.65**	**-**	**-**	**-**
Associates and Companies, firms & trusts in which the directors are interested.								
Morph			11.92	42.53	31.31	3.02	-	-
Prestige Fashions Pvt Ltd				0.07	0.07	0.37	0.33	0.02
City Properties Maintenance Bangalore Ltd				-	0.04	-	-	-
Window Care			0.27	0.69	0.10	-	-	-
Morph Design Company			9.98	14.09	2.59	17.03	3.37	01.74
	Sub Total		**22.17**	**57.38**	**34.11**	**20.42**	**3.70**	**01.76**
	Total		**78.33**	**297.69**	**158.76**	**20.42**	**3.70**	**01.76**
23. Purchase of Land								
Associates and Companies, firms & trusts in which the directors are interested.								
Prestige Garden Constructions Pvt Ltd.,		-		-	-	-	-	447.09
	Sub Total	**-**		**-**	**-**	**-**	**-**	447.09
Key Management Personnel & their relative								
Anjum Jung		-		50.00	-	-	-	-
Uzma Irfan		-		5.74	-	-	-	-
Almas Rezwan		-		5.74	-	-	-	3.06
Badrunissa Irfan		-		5.74	-	-	-	2.87
Faiz Rezwan		-		5.68	-	-	-	-
Matheen Irfan		-		5.74	-	-	-	-
Sana Rezwan		-		5.68	-	-	-	-
Rezwan Razack		-		9.52	-	-	-	3.06
Irfan Razack		-		9.52	-	-	-	3.06

Noaman Razack		-		9.52	-	-	-	3.06
Sameera Noaman		-		5.74	-	-	-	-
	Sub Total	**-**		**118.62**	**-**	**-**	**-**	**15.11**
	Total	**-**		**118.62**	**-**	**-**	**-**	**462.20**
24. Sale of land/Units/Fitouts								
Subsidiaries								
Prestige Valley View Estates Pvt. Ltd.		-		-	65.00	-	151.98	112.25
Prestige Leisure Resorts Pvt Ltd.,		-		-	-	-	-	3.62
ICBI India Pvt Ltd		-		-	-	-	56.65	-
	Sub Total	**-**		**-**	**65.00**	**-**	**208.63**	**115.87**
Associates and Companies, firms & trusts in which the directors are interested.								
Nebulla Investments		-		97.80	-	-	-	-
West Palm Developments Pvt Ltd.,		-		-	-	-	57.22	-
Prestige Amusements Pvt Ltd.,		-		-	-	-	-	11.96
Dollars Constructrions & Engineering Pvt Ltd		-		15.14	-	-	-	-
	Sub Total	**-**		**112.94**	**-**	**-**	**57.22**	**11.96**
Key Management Personnel & their relative								
Uzma Irfan		-		2.00	22.27	-	1.70	7.58
Badrunissa Irfan		-		-	20.90	-	1.44	3.36
Faiz Rezwan		-		2.00	21.69	-	2.11	4.91
Saif Abraham		-		-	22.82	-	-	-
Sana Rezwan		-		-	22.34	-	02.11	4.91
Danya Noaman		-		-	22.43	-	02.49	5.81
Rezwan Razack		-		263.91	7.99	-	12.25	14.75
Irfan Razack		-		263.91	7.99	16.45	13.44	17.51
Zaid Noaman		-		-	15.55	-	-	3.36
Noaman Razack		-		263.91	7.99	-	12.49	15.30
Zackria Hasim		-		-	-	-	2.39	5.57
Sameera Noaman		-		0.98	-	-	-	-
	Sub Total	**-**		**796.71**	**171.97**	**16.45**	**50.42**	**83.06**
	Total	**-**		**909.65**	**236.97**	**16.45**	**316.27**	**210.89**
25. Management Contract								
Subsidiaries								
Prestige construction Ventures Pvt. Ltd.			1.34	10.02	-	-	-	-
Cessna Garden Developers Pvt. Ltd.			16.62	-	-	-	-	-
	Sub Total		**17.96**	**10.02**	**-**	**-**	**-**	**-**
Associates and Companies, firms & trusts in which the directors are interested.								
Cessna Garden Developers Pvt. Ltd.		-		51.67	70.31	-	-	-
Prestige Amusements Pvt Ltd.,		-		-	-	26.83	25.59	20.70

Prestige Garden constructions Pvt Ltd		13.30	-	30.49	-	-	-	
Prestige Nottinghill Investments		9.64	40.97	36.15	-	-	-	
Morph Design Company	-		1.39	-	-	-	-	
Silverline Estates	-		37.70	-	-	-	-	
Sub Total		**22.94**	**131.73**	**136.95**	**26.83**	**25.59**	**20.70**	
Total		**40.90**	**141.75**	**136.95**	**26.83**	**25.59**	**20.70**	
26. Rent Income								
Subsidiaries								
Prestige Leisure Resorts Pvt.Ltd		38.87	152.55	23.57	0.98	21.77	19.79	
ICBI India Pvt Ltd		0.07	0.27	0.27	0.27	0.27	0.24	
Sub Total		**38.94**	**152.82**	**23.84**	**01.25**	**22.04**	**20.03**	
Associates and Companies, firms & trusts in which the directors are interested.								
Prestige Property Management & Services		0.69	1.84	1.53	1.53	0.71	0.70	
Prestige Amusements Private Limited		0.42	1.67	1.62	1.52	1.52	1.24	
Prestige Fashions Pvt Ltd		1.87	7.16	6.21	0.29	5.45	4.31	
Morph Design Company		0.32	0.58	1.19	1.16	1.08	1.06	
CapitaLand Retail Prestige Mall Management Pvt. Ltd.	-		4.78	-	-	0.09	-	
Sub Total		**3.30**	**16.03**	**10.55**	**4.50**	**8.85**	**7.31**	
Total		**42.24**	**168.85**	**34.39**	**05.75**	**30.89**	**27.34**	
27. Interest Income								
Subsidiaries								
Prestige Valley View Estates Pvt. Ltd.	-		0.06	0.61	-	-	-	
Prestige Construction Ventures Pvt. Ltd.	-		0.91	-	-	-	-	
Cessna Garden Developers Pvt. Ltd.		01.64	-	-	-	-	-	
ICBI India Pvt Ltd	-		-	-	0.09	0.16	-	
Exora Business Parks Pvt. Ltd.		0.02						
Prestige Bidadi Holdings Pvt. Ltd.		0.23						
Prestige Leisure Resorts Pvt.Ltd		05.28	12.22	0.08	01.97	0.44	-	
Prestige Golf Resorts Pvt Ltd	-		-	0.49	-	-	-	
Sub Total		**07.17**	**13.19**	**01.18**	**02.06**	**0.60**	**-**	
Associates and Companies, firms & trusts in which the directors are interested.								
Cessna Garden Developers Pvt. Ltd.	-		45.08	24.64	0.41	16.98	02.39	
Prestige Golf Resorts Pvt Ltd		0.18	0.73	-				
Prestige Garden Resorts Pvt. Ltd.		0.37	01.49	01.37	01.22	0.91	0.46	
Prestige Garden Estates Pvt. Ltd.	-		-	0.21	01.15	0.35	0.08	
Prestige Fashions Pvt Ltd.,	-		-	-	0.92	0.22	0.54	
Silverline Estates	-		-	-	-	01.36	01.25	
Babji Realtors Pvt Ltd.,	-		-	-	-	01.69	-	
West Palm Developments Pvt Ltd.,	-		-	-	0.60	03.68	02.68	
Prestige Garden Constructions Pvt Ltd.,	-		-	-	-	06.80	-	

Prestige Amusements Private Limited	-		-		0.58	02.35	0.16	0.26
Sub Total		**0.55**		**47.30**	**26.80**	**06.65**	**32.15**	**07.66**
Total		**07.72**		**60.49**	**27.98**	**08.71**	**32.75**	**07.66**
28. Rendering of services								
Associates and Companies, firms & trusts in which the directors are interested.								
Prestige Property Management & Services	-		06.45	-		-	-	-
City Properties Maintenance Bangalore Ltd		10.57	17.53		19.00	-	-	-
						-	-	-
Cessna Garden Developers Pvt Ltd.,	-		-		-	66.43	127.19	-
Silverline Estates	-		-		-	94.00	37.50	-
Prestige Garden Constructions Pvt Ltd.,	-		-		-	08.10	18.15	-
Sub Total		**10.57**	**23.99**		**19.00**	**168.53**	**182.84**	**-**
Key Management Personnel & their relative								
Almas Rezwan	-		-		-	-	-	01.10
Badrunissa Irfan	-		-		-	-	-	01.10
Irfan Razack	-		-		-	-	-	01.10
Sameera Noaman	-		-		-	-	-	01.10
Sub Total	**-**		**-**		**-**	**-**	**-**	**04.40**
Total		**10.57**	**23.99**		**19.00**	**168.53**	**182.84**	**04.40**
29. Share of Profit from Firms & Dividends from Companies								
Associates and Companies, firms & trusts in which the directors are interested.								
West Palm Developments Pvt. Ltd.		19.85	04.72		14.96	08.46	-	-
Silverline Estates		09.15	164.45		24.54	43.88	-	0.11
Prestige Property Management & Services		17.09	32.25	-		-	-	-
Prestige Nottinghill Investments		20.26	87.41		62.29	-	-	-
Prestige Garden Constructions Pvt Ltd.,	-		-		-	-	-	35.95
Prestige Globe Estates	-		-		-	-	-	06.37
Brunton Developers	-		67.17		06.62	09.64	09.65	09.06
Prestige Ozone Properties		0.18	-		01.33	0.61	-	-
Total		**66.53**	**356.00**		**109.74**	**62.59**	**09.65**	**51.49**
Receiving of Services								
Subsidiaries								
Prestige Leisure Resorts Pvt.Ltd		0.23	0.66		0.03	-	-	-
Sub Total		**0.23**	**0.66**		**0.03**	**-**	**-**	**-**
Associates and Companies, firms & trusts in which the directors are interested.								
Sublime		16.78	31.46	-		-	-	-

Morph Design Company	-		-		-	0.70	0.78	0.56
Prestige Property Management & Services		13.97		21.53		27.65	07.48	36.58	35.18
Prestige Amusements Private Limited		01.17		0.98	-		-		-
Sub Total		**31.92**		**53.97**		**27.65**	**08.18**	**37.36**	**35.74**
Total		**32.15**		**54.63**		**27.68**	**08.18**	**37.36**	**35.74**
30. Interest Expenses								
Subsidiaries								
Prestige Golf Resorts Pvt Ltd	-		-		30.33	-		-	-
Prestige Valley View Estates Pvt. Ltd.	-		-		-	0.35	0.40	0.15
Cessna Garden Developers Pvt Ltd.,		0.48	-					
ICBI India Pvt Ltd	-		-		-	0.09	0.04	-
Prestige Leisure Resorts Pvt.Ltd	-		-		-	-	0.87	02.05
Prestige Bidadi Holdings Pvt. Ltd.	-			0.09	-			
Sub Total		**0.48**		**0.09**		**30.33**	**0.44**	**01.31**	**02.20**
Associates and Companies, firms & trusts in which the directors are interested.								
Prestige Property Management & Services		01.94		09.93		13.17	11.58	20.72	27.57
Cessna Garden Developers Pvt Ltd.,	-		-		-	38.52	06.79	01.03
Prestige Garden Constructions Pvt Ltd.,	-		-		-	40.91	21.28	-
Dollar Constructions & Engg Pvt Ltd.,	-		-		-	01.28	0.65	-
Prestige Fashions Pvt Ltd		01.52		06.84		01.79	-		-
Prestige Amusements Private Limited		0.40		0.73	-		-		-
Prestige Garden Estates Pvt. Ltd.		0.31		0.82		0.14	-		-
Sub Total		**04.17**		**18.32**		**15.10**	**92.29**	**49.44**	**28.60**
Total		**04.65**		**18.41**		**45.43**	**92.73**	**50.75**	**30.80**
31. Rental Expense								
Subsidiaries								
Prestige Valley View Estates Pvt. Ltd.		0.61		12.63		17.81	13.58	06.79	-
ICBI India Pvt Ltd	-			0.33		0.06	04.44	-	-
Sub Total		**0.61**		**12.96**		**17.87**	**18.02**	**06.79**	**-**
Key Management Personnel & their relative								
Uzma Irfan		0.27		01.09		01.05	01.24	0.84	0.45
Badrunissa Irfan		0.95		03.81		03.60	03.31	03.31	01.93
Sana Rezwan		0.18		0.73		0.69	0.64	0.64	0.37
Irfan Razack		02.78		01.74		0.27	03.20	01.32	01.11
Rezwan Razack		02.78		01.74		0.27	03.20	01.32	01.11
Noaman Razack		02.78		01.74		0.27	03.00	01.32	0.50
Faiz Rezwan		0.07		0.28		0.26	0.24	0.24	0.14
Jameela Abdulla		0.07	-		-		0.00	0.40	0.10
Zaid Noaman	-		-		-	0.05	0.00	-
Matheen Irfan	-			0.28		0.27	0.25	0.25	0.14
Sub Total		**09.88**		**11.41**		**06.68**	**15.13**	**09.64**	**05.85**

Total	**10.49**	**24.37**	**24.55**	**33.15**	**16.43**	**05.85**
32. Remuneration / Commission Paid							
Key Management Personnel & their relative							
Irfan Razack		06.00	19.20	14.40	14.40	14.40	24.00
Rezwan Razack		06.00	19.20	14.40	14.40	14.40	24.00
Noaman Razack	-		08.40	12.00	12.00	12.00	14.70
Faiz Rezwan		0.08	0.28	0.30	0.30	0.30	0.25
Sameera Noaman	-		01.50	03.60	03.60	03.60	02.40
Almas Rezwan	-		01.50	03.60	03.60	03.60	02.40
Badrunissa Irfan	-		01.50	03.60	03.60	03.60	02.40
Zackria Hasim	-		-	-	0.30	0.30	0.25
Zaid Sidiq		0.15	0.55	0.60	0.45	0.08	-
Uzma Irfan		0.08	0.28	0.30	0.30	0.08	-
Total	**12.31**	**52.41**	**52.80**	**52.95**	**52.36**	**70.40**
33. Share of Loss							
Associates and Companies, firms & trusts in which the directors are interested.							
Prestige Realty Ventures		0.00	0.00	-	-	-	-
Prestige Interiors		0.00	0.00	-	-	-	-
Prestige KRPTL Techpark		0.03	0.12	0.14	-	-	-
Brunton Developers		0.00	-	-	-	-	-
Hitech Properties		0.00	0.00	-	-	-	-
Eden Investments		0.00	0.00	-	-	-	-
RRR Investments		0.00	0.00	-	-	-	-
Prestige Ozone Properties			0.86	-	-	-	-
Silver Oak Projects		0.00	0.60	-	-	-	-
Prestige Whitefield Developers		0.11	0.05	-	-	-	-
Total	**0.14**	**01.63**	**0.14**	**-**	**-**	**-**
Donation Given							
Associates and Companies, firms & trusts in which the directors are interested.							
Prestige Foundation		0.03	-	-	-	-	-
Total	**0.03**	**-**	**-**	**-**	**-**	**-**
Amounts outstanding as at Balance Sheet Date							
Amounts Due to							
1. Inter Corporate Deposit(Including Interest) payable							

Subsidiaries							
Valdel xtent Outsourcing Solutions Pvt. Ltd.	-		-	119.00	-	-	-
Cessna Garden Developers Pvt Ltd.,		170.44					
ICBI India Pvt Ltd	-		-	-	0.04	0.03	-
Prestige Valley View Estates Pvt Ltd.,	-		-	-	0.27	03.61	0.12
Prestige Leisure Resorts Pvt Ltd.,	-		-	-	-	0.67	17.09
Prestige Bidadi Holdings Pvt. Ltd.		0.08	0.08	-	-	-	-
Sub Total		**170.52**	**0.08**	**119.00**	**0.31**	**04.31**	**17.21**
Associates and Companies, firms & trusts in which the directors are interested.							
Prestige Fashions Pvt Ltd		44.52	45.55	48.99	-	-	-
Cessna Garden Developers Pvt Ltd.,	-		-	-	29.79	153.57	0.80
Prestige Garden Constructions Pvt Ltd.,	-		-	-	-	474.01	0.14
Dollar Constructions & Engg Pvt Ltd.,	-		-	-	0.99	11.12	-
Prestige Amusements Private Limited		18.36	10.65	-	-	-	-
Prestige Garden Estates Pvt. Ltd.		10.62	10.35	02.11	-	-	-
Sub Total		**73.50**	**66.55**	**51.10**	**30.78**	**638.70**	**0.94**
Total		**244.03**	**66.63**	**170.10**	**31.09**	**643.01**	**18.15**
2. Unsecured Loans Other than ICD(Including Interest)payable							
Associates and Companies, firms & trusts in which the directors are interested.							
Prestige Property Management & Services		127.05	124.02	133.98	125.56	122.00	235.58
Sub Total		**127.05**	**124.02**	**133.98**	**125.56**	**122.00**	**235.58**
Key Management Personnel & their relative							
Irfan Razack		170.99	166.10	11.60	24.30	01.30	01.36
Noaman Razack		19.98	15.07	16.80	34.22	11.40	03.97
Rezwan Razack		34.67	29.76	26.90	31.73	05.40	02.01
Uzma Irfan		09.00	09.00	10.00	-	-	-
Sub Total		**234.64**	**219.93**	**65.30**	**90.25**	**18.10**	**07.34**
Total		**361.69**	**343.95**	**199.28**	**215.81**	**140.10**	**242.92**
3. Sundry Creditors							
Subsidiaries							
Prestige Leisure Resorts Pvt. Ltd.		0.18	-	-	-	-	-
Prestige Valley View Estates Pvt. Ltd.		07.83	08.26	03.79	01.01	0.00	0.00
Team United Engineers Pvt Ltd		31.17	27.30	03.57	-	-	-
Prestige Whitefield Investments & Developers Pvt. Ltd.		03.81	03.81	03.81	03.81	0.00	0.00
Sub Total		**42.99**	**39.37**	**11.17**	**04.82**	**0.00**	**0.00**
Associates and Companies, firms & trusts in which the directors are interested.							
Prestige Property Management & Services		18.26	03.92	60.04	30.38	08.30	07.01
West Palm Developments Pvt Ltd.,	-		-	-	0.14	0.00	0.00
Prestige Amusements Private Limited		18.09	17.72	10.81	03.06	04.13	0.00

CapitaLand Retail Prestige Mall Management Pvt. Ltd.	-		01.21	-		-	-	-
Prestige Garden Estates Pvt. Ltd.		03.98	03.98	03.98	-	-	-	-
Prestige Realty Ventures		199.00	199.00	-	-	-	-	-
Morph		03.93	12.95	02.25	-	-	-	-
Morph Design Company		06.48	05.49	0.04	01.12	0.00	0.79	
Sublime		03.71	03.67	-	-	-	-	
Window Care	-		0.05	-	-	-	-	
City Properties Maintenance Bangalore Ltd	-		0.00	0.00	-	-	-	
Sub Total		**253.45**	**247.99**	**77.12**	**34.70**	**12.43**	**07.80**	
Key Management Personnel & their relative								
Irfan Razack		07.84	02.81	01.32	0.90	0.87	0.59	
Noaman Razack		02.35	01.47	01.08	0.63	0.73	0.49	
Rezwan Razack		06.54	0.13	02.77	0.92	0.89	0.59	
Badrunissa Irfan	-		-	0.10	0.15	0.47	0.37	
Faiz Rezwan		0.05	-	0.05	0.14	0.30	0.04	
Uzma Irfan		0.05	-	0.07	0.14	0.13	0.14	
Sameera Noaman	-		-	0.10	0.15	0.24	0.14	
Almas Rezwan	-		-	0.50	0.15	0.18	0.14	
Zaid Sidiq	-		-	0.13	-	-	-	
Zaid Noaman		0.09	-	-	-	0.07	-	
Sana Rezwan	-		-	-	-	0.04	0.04	
Mateen Irfan	-		-	-	-	0.02	0.02	
Zackria Hashim	-		-	-	0.18	0.26	0.22	
Anjum Jung		41.50	41.50	-	-	-	-	
Sub Total		**58.42**	**45.91**	**06.12**	**03.36**	**04.20**	**02.78**	
Total		**354.86**	**333.27**	**94.41**	**42.88**	**16.63**	**10.58**	
4. Lease Deposits Received								
Subsidiaries								
Prestige Leisure Resorts Pvt.Ltd		91.32	91.32	91.24	63.74	01.24	01.24	
Sub Total		**91.32**	**91.32**	**91.24**	**63.74**	**01.24**	**01.24**	
Associates and Companies, firms & trusts in which the directors are interested.								
Prestige Amusements Private Limited		01.40	01.40	01.40	01.40	01.40	01.40	
Prestige Fashions Pvt Ltd		04.27	04.27	03.94	03.88	03.88	03.88	
Prestige Property Management & Services		02.31	02.31	01.28	01.28	0.58	0.58	
CapitaLand Retail Prestige Mall Management Pvt. Ltd.	-		-	02.40	-	-	-	
Morph Design Company		0.88	0.88	0.88	0.88	0.00	0.00	
Sub Total		**08.86**	**08.86**	**09.90**	**07.44**	**05.86**	**05.86**	
Total		**100.18**	**100.18**	**101.14**	**71.18**	**07.10**	**07.10**	
5. Advances Held								
Subsidiaries								
Exora Business Parks Pvt. Ltd.		227.45	212.45	599.95	813.15	772.85	-	

Prestige Valley View Estates Pvt. Ltd.		60.73	60.73	-	11.20	38.43	90.45
Valdel xtent Outsourcing Solutions Pvt. Ltd.		89.40	89.40	-	-	-	-
ICBI India Pvt Ltd		299.00	299.00	33.50	19.00	-	-
Sub Total		**676.58**	**661.58**	**633.45**	**843.35**	**811.28**	**90.45**
Associates and Companies, firms & trusts in which the directors are interested.							
Prestige Interiors		0.01	0.00	-	-	-	-
Silverline Estates		117.32	137.32	153.82	446.48	344.92	0.00
Brunton Developers		85.00	85.00	160.00	-	-	-
Morph Design Company	-		0.18	-	-	-	-
Dollars Constructrions & Engineering Pvt Ltd	-		-	13.30	-	-	-
Sub Total		**202.33**	**222.50**	**327.12**	**446.48**	**344.92**	**0.00**
Key Management Personnel & their relative							
Irfan Razack		105.00	105.00	172.50	-	03.50	03.06
Rezwan Razack		105.00	105.00	162.50	-	01.00	01.59
Noaman Razack		105.00	105.00	162.50	-	-	01.82
Omer Bin Jung		0.50	0.50	0.50	-	-	-
Badrunissa Irfan	-		03.13	02.50	16.00	-	01.82
Faiz Rezwan	-		0.50	0.50	13.00	-	02.73
Uzma Irfan	-		02.50	02.50	15.00	01.50	02.22
Sana Rezwan	-		12.00	12.00	16.00	02.50	02.73
Zaid Noaman	-		-	-	11.00	-	01.82
Almas Rezwan	-		-	-	-	01.50	-
Danya Noaman	-		-	-	15.00	-	03.17
Saif Abraham	-		-	02.30	10.69	07.07	-
Zackria Hashim	-		-	-	-	-	03.06
Sameera Noaman		12.48	11.50	11.50	06.50	-	-
Rabia Razack		10.00	10.00	10.00	10.00	-	-
Sub Total		**337.98**	**355.13**	**539.30**	**113.19**	**17.07**	**24.02**
Total		**1,216.89**	**1,239.21**	**1,499.87**	**1,403.02**	**1,173.27**	**114.47**
Amounts Due From							
1. Inter Corporate Deposit(Including Interest) receivable							
Subsidiaries							
Prestige Leisure Resorts Pvt.Ltd		183.25	165.40	28.06	0.01	16.94	-
Prestige Construction Ventures Pvt. Ltd.		0.82	0.82	-	-	-	-
Cessna Garden Developers Pvt. Ltd.		102.31					
Exora Business Parks Pvt. Ltd.		0.02					
ICBI India Pvt Ltd	-		-	-	0.07	0.12	-
Prestige Bidadi Holdings Pvt. Ltd.		26.71					
Prestige Valley View Estates Pvt. Ltd.	-		-	02.68	-	-	-
Downhills Holiday Resorts Pvt Ltd.,	-		-	-	-	-	40.25
Foothills Holiday Resorts Pvt Ltd.,	-		-	-	-	-	42.47
Pennar Hotels & Resorts Pvt Ltd,.	-		-	-	-	-	29.92

Village-De-Nandi Pvt Ltd.,	-		-	-	-	-	09.14
Prestige Golf Resorts Pvt Ltd	-		-	05.08	-	-	-
Sub Total		**313.11**	**166.22**	**35.82**	**0.08**	**17.06**	**121.78**
Associates and Companies, firms & trusts in which the directors are interested.							
Cessna Garden Developers Pvt. Ltd.			93.83	585.26	46.32	13.17	128.85
West Palm Developments Pvt Ltd.,			-	-	-	18.96	35.88
Prestige Garden Constructions Pvt Ltd.,			-	-	0.14	05.27	02.50
Prestige Amusements Pvt Ltd.,			-	-	15.31	22.62	-
Babji Realtors Pvt Ltd.,			-	-	77.98	43.11	-
Prestige Golf Resorts Pvt Ltd		05.91	05.74	-	-	-	-
Prestige Fashions Pvt Ltd.,			-	-	0.71	10.02	04.32
Prestige Garden Estates Pvt. Ltd.		0.11	0.11	0.11	708.81	02.77	02.56
Prestige Garden Resorts Pvt. Ltd.		14.19	13.86	12.39	10.71	08.38	05.90
Sub Total		**20.21**	**113.54**	**597.76**	**859.99**	**124.30**	**180.02**
Total		**333.32**	**279.76**	**633.58**	**860.07**	**141.36**	**301.80**
2. Lease Deposits given							
Subsidiaries							
Prestige Valley View Estates Pvt. Ltd.	-		-	-	06.73	06.73	-
Sub Total	**-**		**-**	**-**	**06.73**	**06.73**	**-**
Key Management Personnel & their relative							
Badrunissa Irfan		03.31	03.31	03.31	03.31	03.31	03.31
Sana Rezwan		0.64	0.64	0.64	0.64	0.64	0.64
Uzma Irfan		0.93	0.93	0.93	0.93	0.60	0.60
Faiz Rezwan		0.24	0.24	0.24	0.24	0.24	0.24
Matheen Irfan		0.25	0.25	0.25	0.25	0.25	0.25
Irfan Razack		0.11	0.11	0.11	0.11	0.11	0.11
Jameela Abdullah	-		-	-	-	0.33	0.33
Noaman Razack		0.11	0.11	0.11	0.11	0.11	0.11
Rezwan Razack		0.11	0.11	0.11	0.11	0.11	0.11
Sub Total		**05.70**	**05.70**	**05.70**	**05.70**	**05.70**	**05.70**
Total		**05.70**	**05.70**	**05.70**	**12.43**	**12.43**	**05.70**
3. Sundry Debtors							
Subsidiaries							
Prestige Valley View Estates Pvt. Ltd.	-		0.00	53.80	0.01	0.01	-
Prestige Leisure Resorts Pvt.Ltd		138.31	110.81	0.21	04.12	02.13	01.40
Prestige Mangalore Retail Ventures Pvt Ltd	-		-	01.77	01.77	-	-
Prestige Mysore Retail Ventures Pvt Ltd	-		-	03.34	03.34	-	-
Prestige Whitefield Investments & Dev P Ltd	-		-	-	09.21	-	-
ICBI India Pvt Ltd		0.02	-	-	0.03	24.82	0.02
Prestige Construction Ventures Pvt. Ltd.		11.28	09.95	-	-	-	-

Downhills Holiday Resorts Pvt Ltd.,	-		-	-	-	0.01	-
Foothills Holiday Resorts Pvt Ltd.,	-		-	-	-	0.01	-
Pennar Hotels & Resorts Pvt Ltd,.	-		-	-	-	0.01	-
Prestige Bidadi Holdings Pvt Ltd.,	-		-	-	0.01	0.01	-
Village-De-Nandi Pvt Ltd.,	-		-	-	0.00	0.01	-
Cessna Garden Developers Pvt. Ltd.		80.36					
Exora Business Parks Pvt. Ltd.	-		-	01.31	02.51	-	-
Sub Total		**229.97**	**120.76**	**60.43**	**21.00**	**27.01**	**01.42**
Associates and Companies, firms & trusts in which the directors are interested.							
Prestige Garden Constructions pvt ltd	-		0.00	30.18	08.07	19.35	0.00
Prestige Realty Ventures	-		0.00	0.26	-	-	-
Prestige Nottinghill Investments		90.52	75.88	35.35	-	-	-
Cessna Garden Developers Pvt. Ltd.	-		53.62	121.28	58.93	120.06	-
Silverline Estates		36.13	36.11	0.01	94.98	41.05	-
Prestige Property Management & Services		01.38	0.79	02.77	-	0.01	-
Prestige Fashions Pvt Ltd		01.12	01.63	0.39	0.33	0.31	0.31
Dollars Constructrions & Engineering Pvt Ltd		01.84	01.84	-	0.00	0.01	0.00
CapitaLand Retail Prestige Mall Management Pvt. Ltd.	-		0.40	0.34	-	-	-
Thomsun Realtors Pvt ltd	-		0.00	0.03	-	-	-
Prestige Amusements Pvt Ltd.,	-		-	-	0.00	0.00	23.72
Morph		0.00	0.00	-	-	-	-
Morph Design Company		02.43	02.26	0.89	0.34	0.03	0.07
Babji Realtors Pvt Ltd.,	-		-	-	-	0.67	-
West Palm Developments Pvt Ltd.,	-		-	-	0.03	53.67	-
Prestige Garden Estates Pvt Ltd.,	-		-	-	0.05	0.05	05.07
Prestige Garden Resorts Pvt Ltd.,	-		-	-	0.03	0.02	-
Prestige Golf Resorts Pvt. Ltd.		0.10					
Castlewood Investments	-		-	-	0.03	0.02	-
Kandid Marketing Services Pvt Ltd.,	-		-	-	0.01	0.01	-
Prestige Constructions	-		-	-	0.05	0.02	-
Prestige Home Finance Ltd.,	-		-	-	0.01	0.01	-
City Properties Maintenance Bangalore ltd		25.10	36.53	19.00	-	-	-
Nebulla Investments		81.86	90.30	-	-	-	-
Sub Total		**240.48**	**299.36**	**210.50**	**162.86**	**235.29**	**29.17**
Key Management Personnel & their relative							
Faiz Rezwan	-		03.19	03.77	-	-	-
Uzma Irfan	-		03.27	04.15	-	-	-
Danya Noaman	-		0.00	04.08	-	-	-
Sana Rezwan	-		02.34	03.09	-	-	-
Zaid Noaman	-		0.00	02.35	-	-	-
Badrunissa Irfan	-		0.00	01.53	-	-	01.10
Irfan Razack	-		07.53	0.49	0.03	04.14	01.10
Almas Rezwan	-		-	-	-	0.00	01.10
Rezwan Razack	-		09.30	0.29	0.03	04.64	-

Noaman Razack	-		09.30	0.29	-	06.14	-
Sameera Noaman	-		0.15	0.15	-	-	01.10
Sub Total		**0.00**	**35.08**	**20.19**	**0.06**	**14.92**	**04.40**
Total		**470.45**	**455.20**	**291.12**	**183.92**	**277.22**	**34.99**
4. Loans & Advances recoverable							
Subsidiaries							
Prestige Mangalore Retail Ventures Pvt Ltd		35.79	35.79	34.02	42.96	-	-
Prestige Mysore Retail Ventures Pvt Ltd		03.91	04.05	0.71	15.01	-	-
Team United Engineers Pvt Ltd		124.42	117.44	121.72	-	-	-
Prestige Bidadi Holdings Pvt Ltd.,	-		-	-	0.00	446.32	-
Prestige Whitefield Investments & Developers Pvt. Ltd.		09.21	09.21	09.21	-	-	-
Foothills Holiday Resorts Pvt Ltd.,	-		-	-	0.00	390.34	-
Exora Business Park Pvt Ltd.,	-		-	-	0.00	07.33	-
Valdel Extent Outsourcing Solutions Pvt Ltd	-		-	-	90.00	104.00	-
Northland Holding Company Pvt. Ltd.		19.57	19.67	15.45	-	-	-
Sub Total		**192.90**	**186.16**	**181.11**	**147.97**	**947.99**	**0.00**
Associates and Companies, firms & trusts in which the directors are interested.							
Prestige Projects Pvt Ltd		1,025.67	898.67	896.42	-	-	-
RR Estates (Converted into PPPL wef 13.06.2008)			-	-	189.50	-	-
Colonial Estates		01.50	01.50	01.50	01.50	01.50	-
Babji Realtors Pvt. Ltd.			-	0.44	0.00	442.03	-
Hitech Properties		50.82	50.82	50.82	50.77	49.60	24.60
Silverline Estates		237.01	227.86	63.41	43.88	-	108.55
Eden Investments		33.10	33.10	33.10	33.90	-	-
Prestige Ozone Properties		56.62	56.43	59.79	60.36	-	-
Prestige Whitefield Developers		28.09	38.20	37.15	37.15	-	-
Prestige Whitefield Investments			-	-	40.79	498.18	-
Morph		29.95	27.32	23.81	31.26	-	-
Morph Design Company		08.34	10.99	01.58	02.34	-	-
Thomsun Realtors Pvt ltd		0.13	0.11	-	-	-	-
Prestige Nottinghill Investments		52.15	86.89	79.48	64.84	211.80	126.80
RRR Investments		175.70	163.60	145.01	-	-	-
Prestige Globe Estates			-	-	0.00	01.65	03.45
Brunton Developers		03.44	03.44	-	129.07	128.44	140.79
Prestige Garden Constructions Pvt Ltd.,			-	-	11.00	-	-
Educate India Foundation		166.13	166.13	153.78	135.28	103.63	49.39
Educate India Trust		35.58	35.58	35.58	35.80	35.80	-
Sublime		14.71	23.72	-	-	-	-
Prestige KRPTL Techpark		68.32	68.35	68.27	67.91	-	-
Window Care		0.22	0.39	0.17	-	-	-
Prestige Realty Ventures		229.00	229.00	-	-	-	-
Silver Oak Projects		31.47	31.47	-	-	-	-

Prestige Property Management & Services			25.54	08.45	-	-	-	-
Sub Total			**2,273.49**	**2,162.02**	**1,650.31**	**935.35**	**1,472.63**	**453.58**
Key Management Personnel & their relative								
Anjum Jung	-			-	05.00	05.00	-	-
Irfan Razack	-			-	-	10.00	-	-
Badrunissa Irfan	-			-	-	17.50	-	-
Sameera Noaman	-			-	-	20.00	-	-
Almas Rezwan	-			-	0.09	-	-	-
Brunton Developers	-			-	115.19	-	-	-
Sub Total				**-**	**120.28**	**52.50**	**-**	**-**
Total			**2,466.39**	**2,348.18**	**1,951.70**	**1,135.82**	**2,420.62**	**453.58**
5. Debentures/Debentures application money Invested								
Subsidiaries								
Prestige Construction Ventures Pvt. Ltd.	-			-	465.00	465.00	-	-
Exora Business Parks Pvt. Ltd.			0.26	0.26	0.26	0.26	-	-
Sub Total			**0.26**	**0.26**	**465.26**	**465.26**	**-**	**-**
Associates and Companies, firms & trusts in which the directors are interested.								
Babji Realtors Pvt. Ltd.	-			0.00	68.60	-	-	-
Sub Total	**-**			**-**	**68.60**	**-**	**-**	**-**
Total			**0.26**	**0.26**	**533.86**	**465.26**	**-**	**-**
6. Share Application Money Invested								
Subsidiaries								
Team United Engineers Pvt Ltd			0.01	0.01	02.74	-	-	-
Prestige Bidadi Holdings Pvt. Ltd.			178.77	178.77	44.57	111.57	-	-
Cessna Garden Developers Pvt. Ltd.			21.50					
Exora Business Parks Pvt. Ltd.			181.49	181.49	197.99	312.24	-	-
Downhill Holiday Resorts Pvt. Ltd.	-			0.00	01.80	01.80	53.10	-
Foothill Holiday Resorts Pvt. Ltd.	-			0.00	01.37	01.37	42.55	-
Pennar Hotels & Resorts Pvt. Ltd.	-			0.00	0.74	0.74	29.98	-
Prestige Constructions Ventures Pvt Ltd.,	-			-	-	0.10	-	-
Prestige Mangalore Retail Ventures Pvt. Ltd.			14.00					
Northland Holdings Pvt. Ltd.			0.20					
Valdel Extent Outsourcing Solutions Pvt Ltd	-			-	-	-	-	-
Village De Nandi Pvt. Ltd.			09.15	09.15	09.10	09.10	09.10	-
Sub Total			**405.12**	**369.42**	**258.31**	**436.92**	**134.73**	**-**
Associates and Companies, firms & trusts in which the directors are interested.								
Prestige Garden Estates Pvt. Ltd.			70.83	70.83	70.83	326.25	978.75	620.00
CapitaLand Retail Prestige Mall Management Pvt. Ltd.	-			0.00	24.75	-	-	-
Babji Realtors Pvt. Ltd.	-			0.00	10.62	451.25	-	-
Cessna Garden Developers Pvt. Ltd.	-			38.50	-	-	-	-

Prestige Garden Resorts Pvt. Ltd.		0.37	0.02	-	-	-	-
City Properties Maintenance Bangalore Ltd		0.00	0.00	910.00	-	-	-
Sub Total		**71.20**	**109.35**	**106.20**	**777.50**	**978.75**	**620.00**
Total		**476.32**	**478.77**	**364.50**	**1,214.42**	**1,113.48**	**620.00**
7. Guarantees & Collaterals Provided							
Subsidiaries							
Exora Business Parks Pvt. Ltd.		760.55	640.55	150.00	-	-	-
Prestige construction Ventures Pvt. Ltd.		231.30	233.96	-	-	-	-
Prestige Mangalore Retail Ventures Pvt Ltd			-	-	-	-	-
Cessna Garden Developers Pvt. Ltd.		3,481.80	-	-	-	-	-
Prestige Leisure Resorts Pvt.Ltd		602.37	644.36	685.07	500.00	-	-
Sub Total		**5,076.02**	**1,518.87**	**835.07**	**500.00**	**-**	**-**
Associates and Companies, firms & trusts in which the directors are interested.							
Babji Realtors Pvt. Ltd.		350.00	351.13	-	-	-	-
Cessna Garden Developers Pvt. Ltd.	-		3,391.10	2,233.44	2,645.77	2,877.10	-
Prestige Fashions Pvt Ltd		46.99	47.49	74.62	38.58	33.22	81.00
Prestige Garden Constructions pvt ltd	-		-	100.00	-	1,613.00	-
Silverline Estates	-		75.60	-	-	-	-
Educate India Foundation		35.89	39.77	50.02	60.21	67.68	70.80
Sub Total		**432.88**	**3,905.09**	**2,458.08**	**2,744.56**	**4,591.00**	**151.80**
Total		**5,508.90**	**5,423.96**	**3,293.15**	**3,244.56**	**4,591.00**	**151.80**
8. Guarantees & Collaterals Received							
Subsidiaries							
Village De Nandi Pvt. Ltd.		833.33	958.33	1,000.00	-	66.65	-
Downhill Holiday Resorts Pvt. Ltd.		758.01	756.23	-	-	66.65	-
Pennar Hotels & Resorts Pvt. Ltd.		758.01	756.23	-	-	66.65	-
Foothill Holiday Resorts Pvt. Ltd.		758.01	756.23	-	-	66.65	-
Prestige Bidadi Holdings Pvt. Ltd.		231.25	231.25	-	3,760.00	0.00	-
Northland Holding Company Pvt. Ltd.		2,274.11	756.23	-	-	-	-
Prestige Leisure Resorts Pvt.Ltd		503.15	-	1,554.88	875.00	1,000.00	-
Cessna Garden Developers Pvt. Ltd.		3,030.82					
Prestige Valley View Estates Pvt. Ltd.		3,523.39	3,168.74	-	-	-	-
Sub Total		**12,670.08**	**7,383.24**	**2,554.88**	**4,635.00**	**1,266.60**	**-**
Associates and Companies, firms & trusts in which the directors are interested.							
Cessna Garden Developers Pvt. Ltd.	-		3,239.08	5,139.07	2,547.41	1,000.00	-
Prestige Garden Estates Pvt Ltd.,	-		-	-	-	337.89	-
Prestige Nottinghill Investments	-		-	-	-	1,418.00	-
Silverline Estates	-		202.50	-	-	-	-
Prestige Realty Ventures		3,523.39	3,168.74	-	-	-	-
Sub Total		**3,523.39**	**6,610.32**	**5,139.07**	**2,547.41**	**2,755.89**	**-**
Key Management Personnel & their relative							

Directors		31,822.62	36,944.47	16,354.97	5,077.92	3,401.93	-
	Sub Total	**31,822.62**	**36,944.47**	**16,354.97**	**5,077.92**	**3,401.93**	**-**
	Total	**48,016.09**	**50,938.03**	**24,048.92**	**12,260.33**	**7,424.42**	**-**

(A) Related party relationships are as identified by the Company on the basis of information available with them and accepted by the auditors

(B) The above amounts exclude reimbursement of expenses.

(C) No amount is / has been written off or written back during the year in respect of debts due from or to related parties.

Annexure 18 - Summary of Major Accounting Ratios

(Amount in Rs. other than number of shares and percentages)

	Particulars	For the period ended June 30, 2010	For the year ended March 31,				
			2010	2009	2008	2007	2006
1	**Earnings Per Share**						
	Basic & Diluted (See note 4 below)	0.95	5.32	2.90	2.32	1.58	0.72
a	Total number of shares outstanding at the end of the year (nos)	262,500,000	262,500,000	12,500,000	12,500,000	12,500,000	12,500,000
b	Weighted average number of equity shares outstanding duirng the year (nos)						
	Basic	262,500,000	262,500,000	262,500,000	262,500,000	262,500,000	262,500,000
	Diluted	262,500,000	262,500,000	262,500,000	262,500,000	262,500,000	262,500,000
2	**Return on Net Worth (%)**	**4%**	**22%**	**16%**	**16%**	**31%**	**21%**
3	**Net Asset Value per equity share**	**24.86**	**23.91**	**39.04**	**30.64**	**10.70**	**7.38**

Notes:

1	The ratios have been computed as below:	
	Earnings Per Share (Rs.)	Net Profit attributable to equity shareholders as restated
		Weighted average number of equity shares outstanding during the year
	Return on net worth (%)	Net profit after tax as restated
		Net Worth excluding revaluation reserve at the end of the year
	Net Asset Value per equity shares(Rs.)	Net worth excluding revalutation reserve and preference share capital at the end of the year
		Number of equity shares outstanding at the end of the year.
2	Profit and loss as restated has been considered for the purpose of computing the above ratios.	
3	Earnings per share is calculated in accordance with Accounting Standard 20 'Earning Per Share'.	
4	In the Annual General Meeting held on September 22, 2009 the shareholders have consented for issuance of 20 equity shares of face value of Rs 10/- each as bonus shares for every one share held by the equity shareholders of the Company whose name appear in the register of members as on the record date, by capitalisation of Surplus in Profit and Loss account. Subsequently, the Board of Directors vide their resolution on September 23, 2009 have alloted the said bonus shares. Consequently, the calculation of basic and diluted earnings per share per equity shares has been adjusted for the increase in number of equity shares outstanding as a result of the issuance of bonus equity shares, for all the periods presented.	
5	The above ratio for the period ended June 30, 2010 are not annualized.	

Annexure 19 - Unconsolidated Statement of Tax Shelter, as restated							
							(Amount in Rs. Million)
Particulars		**For the period ended June 30, 2010**	**For the year ended March 31,**				
			2010	**2009**	**2008**	**2007**	**2006**
Profit/(Loss) before tax but after exceptional items		340.63	1607.50	1072.02	816.30	575.29	400.92
Less : Capital gains included above			-	(1.94)	1.03	2.08	0.79
		340.63	**1607.50**	**1073.96**	**815.27**	**573.21**	**400.13**
Rate of Tax - Normal		33.22%	33.99%	33.99%	33.99%	33.66%	33.66%
Minimum Alternate Tax		16.61%	17.00%	11.33%	11.33%	8.42%	8.42%
Notional Tax Expense at regular rates		113.15	546.39	365.04	277.11	192.94	134.68
Notional Tax Expense for capital gains			-	-	0.35	0.06	0.09
	A	**113.15**	**546.39**	**365.04**	**277.46**	**193.00**	**134.77**
Adjustments :							
Permanent differences:							
Donations disallowed		0.10	4.18	9.59	43.66	25.96	3.11
(Profit) / Loss on sale of Investments (Net)		-	4.70	-	-	-	-
Prior Year expenses		-	1.44	10.00	-	-	0.98
Dividend Income exempt u/s 10		(4.19)	(4.73)	(14.97)	-	(.00)	(46.81)
Profits from partnership firms		(55.31)	(349.64)	(94.63)	(49.01)	(9.65)	(15.54)
(Profit) / Loss on sale of Assets (Net)		-	(1.34)	(13.62)	-	(2.07)	8.58
Disallowed u/s 37		0.88	0.42	0.32	-	0.20	-
Provision for wealth tax		0.10	(0.03)	0.45	0.50	0.30	0.23
Interest on delayed payment of Taxes		-	2.39	6.79	8.93	4.55	-
Interest on delayed payment to MSMED		-	1.27	0.44	-	-	-
On deprecation of let out properties		3.36	16.91	5.28	7.84	8.56	4.23
Standard Deduction U/s. 24		(4.24)	(20.45)	(16.56)	(24.47)	(18.25)	(8.17)
Total Permanent Difference	**B**	**(59.30)**	**(344.88)**	**(106.91)**	**(12.55)**	**9.60**	**(53.39)**
Timing Differences:							
Depreciation							
Excess of Tax Depreciation over Book Depreciation		(16.54)	(110.83)	(128.52)	26.87	7.99	16.55
Provision for Doubtful Debts							
Provision for		-	-	-	-	(10.00)	10.00

Doubtful Debts disallowed u/s 36 (1) (vii)								
Tax Deducted at Source								
Amounts Disallowed u/s 40a (ia)		-	(40.00)	20.09	18.35	(8.43)		9.99
Amounts disallowed u/s 43B								
Amounts disallowed		-	-	7.87	10.95	7.33		5.14
Amounts allowed		-	-	(1.67)	(5.07)	(7.99)	-	
Provision for dimunition in the value of investment		-	(0.16)	0.16	-	5.03		0.31
Provision for known loss		0.50	5.14	-	-	-	-	
Gratuity		1.90	(0.08)	-	-	-	-	
Leave Salary		(0.68)	0.39	-	-	-	-	
Total Timing difference	**C**	**(14.82)**	**(145.53)**	**(102.07)**	**51.10**	**(6.07)**		**41.99**
Deductions Claimed:								
Deductions u/s 80G		(0.05)	(2.05)	(1.12)	(1.27)	(1.75)		(1.56)
Deductions u/s 80IB		(57.01)	(424.00)	(94.00)	(215.00)	(35.88)	-	
	D	**(57.06)**	**(426.05)**	**(95.12)**	**(216.27)**	**(37.63)**		**(1.56)**
Net Adjustment	**E=A+B+C**	(131.17)	(916.46)	(304.10)	(177.71)	(34.09)		(12.96)
Tax Expense/(Saving)	**F**	43.57	311.51	103.36	60.41	11.48		4.36
Tax Payable for the year	**G = A-F**	69.58	234.88	261.68	217.05	181.52		130.41
Interest u/s 234 B / C		0.26	0.09	-	-	-		0.10
Total Tax Payable		**69.83**	**234.97**	**261.68**	**217.05**	**181.52**		**130.51**

Note: The above tax adjustments have been considered based on the information from Income tax computations filed with the tax returns for the previous years 2005-06, 2006-07,2007-08, 2008-09 and Information pertaining to the period ended March 31, 2010 and June 30, 2010 is as per draft tax computation prepared, as return of income is not yet due for filing.

Annexure 20 -Capitalization Statement of the Company as at June 30, 2010		
		(Amount in Rs. Million)
Particulars	**Pre- Issue as at June 30, 2010**	**Post-Issue as at _____**
Total Debt		
Short Term Debt	802.70	
Long Term Debt	12,382.27	
Total	13,184.97	
Total Shareholders Fund		
Share Capital	2,625.00	Will be determinted on finalization of issue price
Securities Premium	-	
Profit and Loss Account	1,725.75	
Total	**4,350.75**	
Total Capitalization	**17,535.73**	
Long Term Debt to Total Shareholders' Funds	2.85	

Notes:

1. The above has been computed on the basis of restated statement of accounts.
2. Short Term Debts are debts maturing within next one year from the date of the respective statement of accounts.
3. The above ratio has been computed on the basis of total long term debt divided by shareholder's funds.
4. In the Annual General Meeting held on September 22, 2009 the shareholders have consented for issuance of 20 equity shares of face value of Rs 10/- each as bonus shares for every one share held by the equity shareholders of the Company whose name appear in the register of members as on the record date, by capitalisation of Surplus in Profit and Loss account. Subsequently, the Board of Directors vide their resolution on September 23, 2009 have alloted the said bonus shares.
5. Reserves and Surplus as at June 30, 2010 includes Captial Reserve and Surplus in Profit and Loss account.Capital reserve balance has been excluded for the calculation in the Shareholders Funds considered above.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion of our financial condition and results of operations together with the Financial Statements, the notes and significant accounting policies thereto and the reports thereon, in "Financial Statements". The Financial Statements are based on Indian GAAP, which differ in certain significant respects from U.S. GAAP and IFRS.

Our financial year ends on March 31 of each year, so all references to a particular Fiscal year are to the twelve-month period ended March 31 of that year.

This discussion contains forward-looking statements and reflects our current views with respect to future events and financial performance. Actual results may differ materially from those anticipated in these forward-looking statements. Given these uncertainties, prospective investors are cautioned not to place undue reliance on such forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those discussed in "Risk Factors" and "Business".

Overview

We have over 24 years of experience in real estate development, and are one of the leading real estate development companies in south India. We have completed 150 real estate projects of approximately 34.23 million sq. ft. We have developed a diversified portfolio of real estate development projects focusing on projects in the residential (including apartments, villas, plotted developments and integrated townships), commercial (including corporate office blocks, built-to-suit facilities, technology parks and campuses and SEZs), hospitality (including hotels, resorts and serviced accommodation) and retail (including shopping malls) segments of the real estate industry. We currently own or hold development rights for 57.36 million sq. ft. of Developable Area, which includes 28.43 million sq. ft. of Saleable Area and 11.04 million sq. ft. of Leasable Area.

Our Promoters have been associated with the real estate business since 1981. We were established as Prestige Estates and Properties, a partnership firm, in 1986. We are experienced in all aspects of the real estate development business, including land identification and acquisition, development, design, project management, sales and marketing, interiors and the provision of property services in relation to real estate developments.

We believe that we have established a strong brand image, have a successful track record of execution and a diversified portfolio of real estate projects. In the past five years, we have completed:

- 16 residential projects with a Developable Area of 11.52 million sq. ft. (of which the Saleable Area is 8.59 million sq. ft.). This includes developments such as *Prestige Ozone and Prestige St. John's Wood*;
- 23 commercial projects with a Developable Area of 7.14 million sq. ft. (of which the Saleable Area is 2.72 million sq. ft., and the Leasable Area is 1.21 million sq. ft.). This includes projects such as *UB City* and *Prestige Technology Park*;
- two hospitality projects with a Developable Area of 0.35 million sq. ft. (which is equivalent to approximately 177 keys, and of which the Leasable Area is 0.34 million sq. ft.). This includes projects such as *Oakwood Premier Prestige Serviced Apartments*; and
- two retail projects with a Developable Area of 0.69 million sq. ft. (of which the Leasable Area is 0.26 million sq. ft.). We have also completed projects such as *The Forum Mall* and *Forum Value Mall*.

We currently have 32 Ongoing Projects which comprise 11 residential projects with a Developable Area of 10.92 million sq. ft. (of which the Saleable Area is 9.27 million sq. ft.), 14 commercial projects with a Developable Area of 18.32 million sq. ft. (of which the Saleable Area is 5.91 million sq. ft. and the Leasable Area is 6.14 million sq. ft.), four hospitality projects with a Developable Area of 1.26 million sq. ft. (which is equivalent to approximately 655 keys, and of which the Leasable Area is 0.91 million sq. ft.) and three retail projects with a Developable Area of 3.39 million sq. ft. (of which the Leasable Area is 1.20 million sq. ft.).

Our Ongoing Projects include our flagship real estate development, *Prestige Shantiniketan*, a mixed-use township located in Whitefield, Bangalore. *Prestige Shantiniketan* is comprised of 14.62 million sq. ft. of Developable Area, across the residential (including 6.07 million sq. ft. of Saleable Area),

consisting of 24 blocks of which 17 blocks, with a Developable Area of 6.14 million sq. ft., was completed in July 2010, commercial (including 4.42 million sq. ft. of Saleable Area) and retail (including 0.67 million sq. ft. of Leasable Area) real estate segments (the retail component of the project is classified as a Project Under Development, below).

We currently have 13 Projects Under Development, which comprise five residential projects with a Developable Area of 5.34 million sq. ft. (of which the Saleable Area is 4.28 million sq. ft.), four commercial projects with a Developable Area of 1.72 million sq. ft. (of which the Saleable Area is 0.74 million sq. ft. and the Leasable Area is 0.05 million sq. ft.), two hospitality projects with a Developable Area of 1.13 million sq. ft. (which is equivalent to approximately 507 keys, and of which the Leasable Area is 0.72 million sq. ft.) and two retail projects with a Developable Area of 1.97 million sq. ft. (of which the Leasable Area is 0.90 million sq. ft.).

We currently have nine Forthcoming Projects, which comprise five residential projects with a Developable Area of 9.77 million sq. ft. (of which the Saleable Area is 7.80 million sq. ft.), two commercial projects with a Developable Area of 2.35 million sq. ft. (of which the Saleable Area is 0.42 million sq. ft. and the Leasable Area is 0.51 million sq. ft.) and two retail projects with a Developable Area of 1.20 million sq. ft. (of which the Leasable Area is 0.61 million sq. ft.). At present we have no Forthcoming Projects for our hospitality business.

As part of our business model, we have access to a land bank, which consists of lands upon which there is no present development. As of August 31, 2010, our Land Bank aggregated approximately 483.16 acres. We believe that continuing to build our Land Bank is critical to our growth strategy and we intend to continue acquiring land in strategic locations across Bangalore and south India in order to maximize opportunities for projects in the future.

In our retail business, we have entered into a joint venture with CRIDF, an associate of CapitaMalls Asia. CapitaMalls Asia is one of the largest listed "pure-play" shopping mall owners, developers and managers in Asia by total property value of assets and by geographic reach, in terms of number of malls and cities. The joint venture is aimed at developing six retail projects (principally mall developments) with a total Developable Area of 5.61 million sq. ft. (of which the Leasable Area is 1.83 million sq. ft.) in south India, and pursuant to a framework agreement between our Company and CRIDF for the joint development of these projects. We have also entered into a joint venture with CapitaMalls Asia for the purpose of managing the retail malls developed by the joint venture with CRIDF.

While our real estate development business continues to be our primary focus, we also offer a variety of services through our real estate services business. This includes the provision of property management services for our commercial and residential developments, sub-leasing and fit-out services, project and construction management services, interior solutions services, mall management services (which includes the retail real estate projects that we complete pursuant to our joint ventures with CRIDF) and the operation of our hospitality projects.

Our consolidated total income for the three months ended June 30, 2010, Fiscal 2010, Fiscal 2009 and 2008 was Rs. 3,094.56 million, Rs. 10,860.11 million, Rs. 9,161.51 million and Rs. 9,892.63 million, respectively.

The following map illustrates our geographic presence in cities across south India:

Note Regarding Presentation

The Financial Statements have been prepared in accordance with Indian GAAP and accounting standards notified under the relevant provisions of companies Act, 1956. The discussion below covers our restated consolidated results for the three months ended June 30, 2010, Fiscal 2010, Fiscal 2009 and Fiscal 2008.

Lack of Comparability of Periods under Review

Our revenue recognition is based on the number of projects that are under execution during a particular period and qualify for revenue recognition. The time it takes to develop a project varies depending on a variety of factors, including the size of a project, and we aim to develop and sell our Land Reserves within 12 to 48 months from the time the acquisition of land is complete. This may lead to significant fluctuations in our revenues from period to period.

Factors Affecting Our Financial Results

A number of general factors have affected and we expect will continue to affect our financial condition and performance. The factors affecting us are discussed below.

Market Variations in Prices for our Properties

The prices of our properties are determined principally by market forces of supply and demand. We price our sales and rental properties by reference to market rates for similar types of properties in their locality. The sales and rental prices of our properties will therefore depend on the location, number, square footage and mix of properties we sell or rent during each fiscal period, and on prevailing market supply and demand conditions at the time we complete development of our real estate projects. Supply and demand conditions in the real estate market in the areas in which we operate, and hence the prices we may charge for our properties, are affected by various factors outside our control, including prevailing local economic, income and demographic conditions, interest rates available to purchasers requiring financing, the availability of comparable properties completed or under development, changes in governmental policies relating to zoning and land use, changes in applicable regulatory schemes, and competition from other real estate development firms.

Sales Volume and Rate of Progress of Construction and Development

For the properties we intend to sell, we follow the percentage of completion method of revenue recognition. Under this method, our revenue from sales depends upon the volume of bookings we are able to obtain for our developments as well as the rate of progress of construction of our projects. Our bookings depend upon our ability to identify suitable types of developments that will meet customer preferences and market trends, and to market and pre-sell our projects. Construction progress depends on various factors, including the availability of labour and raw materials, the prompt receipt of regulatory clearances, access to utilities such as electricity and water, and the absence of contingencies such as litigation and adverse weather conditions. This revenue recognition policy is applicable to developments that we intend to sell and for which we have entered into a sale agreement prior to completion of construction; it is not applicable to developments that we intend to lease. In terms of our cash flows, pre-sale of a property generates positive cash flow for us in the period in which it is made. Generally, we receive 15-20% of the purchase price at the time of booking.

We will receive lease income, consisting of income from rental to third parties of our commercial real estate developments and space in our retail developments, upon completion of these projects. Our lease income will depend on the ability of our commercial and retail tenants to pay rent at the levels that we determine as well as the supply of and lease rentals for similar properties in such areas. We will also generate facilities, rental and maintenance income and other income from our hotel properties upon completion. Our revenue from hospitality operations (recognized under facilities, rental and maintenance income) will depend on the occupancy and room rates we are able to obtain for our hotels, the actions of competitors and continued growth in business and leisure tourism in India, among others.

Cost and Availability of Land

The profitability of our business is dependent on our land acquisition costs and the availability of land for our projects. Our growth is linked to the availability of land in areas where we intend to develop projects. Any government regulations that restrict the acquisition of land or increased competition for land may therefore adversely affect our operations. In addition, excess supply of land will lower the cost of the land and therefore potentially lower the market value of our projects.

The cost of acquisition of land, which includes the amounts paid for freehold rights, leasehold rights, cost of registration and stamp duty, represents a substantial part of our project cost. We acquire land from the government and governmental authorities and private parties. The lands we acquire from governmental or development authorities are generally through a tender process, wherein the highest bidder is selected for allotment.

We also acquire the right to develop properties through collaboration with other entities, which own the land. The other party is typically given the option, as consideration, to either share the sale proceeds in

a pre-determined proportion depending upon the nature of the project and the location of the land or to receive a pre-determined percentage of the developed area which such party may market at its expense.

Construction Costs

Construction costs include the cost of raw materials such as steel and cement and as well as payments to construction contractors. Raw material prices, particularly those of cement and steel, can be volatile and are subject to factors affecting the Indian and international commodity markets. The timing and quality of construction of the projects we develop depends on the availability and skill of these contractors and consultants, as well as contingencies affecting them, including labour and raw material shortages and industrial action such as strikes and lockouts.

Availability of Financing on Favorable Terms

The sale of residential and commercial properties accounts for a substantial majority of our income. One of the major factors affecting demand for our residential and commercial properties is the availability of financing at reasonable rates for our potential customers. The prime lending rate (PLR) for public sector banks was between 13.75% and 14.75% as of September 30, 2008 (Source: Reserve Bank of India, Macroeconomic and Monetary Developments in 2008-2009, issued with Annual Policy Statement 2009-2010), which we believe affected sales of our properties in Fiscal 2009 as some of our potential customers were unwilling to bear the higher interest burden on home loans. While interest rates have fallen since September 2008, they remain comparatively higher than in previous years. The PLR for public sector banks was between 11.00% and 13.50% as of June 30, 2010 (Source: Reserve Bank of India, First Quarter Review of Monetary Policy for the Year 2010-11). In addition, the availability of credit has an impact on the growth of businesses, particularly new businesses' expansion plans, and thus has an impact on the demand for new office space.

The number of property developments that a developer can undertake during any particular period is limited due to the substantial amount of capital required to fund land acquisitions and to pay the cost of construction, as well as the limited supply of land. In addition, our business requires a significant amount of working capital and long term funding. We generally finance our capital requirements from the cash flows from our business operations, issuances of equity and borrowings from banks and financial institutions. Accordingly, availability of financing on favorable terms from banks and financial institutions is critical to the development of our projects.

General Economic and Real Estate Conditions in India

All our operations are located in India and the economic condition of India, particularly south India, has a significant impact on our revenues and results of operations. Although the global economic downturn during Fiscal 2009 did not have a significant impact on our revenues, as a result of the economic environment our management deferred the launch of new projects. As a result of the deferral of launching projects during Fiscal 2009, our results of operations may be affected in future Fiscal Years if new projects do not meet the percentage completion required to recognize revenue.

Going forward, we believe that the success of our projects depends on the general economic growth and demographic conditions in India. In addition, the condition of the real estate sector in India, particularly market prices for developable land and finished units/projects, has a significant impact on our revenues and results of operations. We focus on real estate projects in the residential (including apartments, villas, mansions and integrated townships), commercial (including corporate office blocks, built-to-suit facilities, technology parks and campuses and Special Economic Zones ("**SEZs**")), hospitality (including hotels, resorts and serviced accommodation) and retail (including shopping malls) segments of the real estate industry.

Government Policies including Taxes and Duties

Section 80-IB of the Income Tax Act, 1961 provides for deduction for income tax purposes of 100% of the profits from residential projects approved before the March 31, 2007 provided the area of each dwelling unit is not more than 1,000 sq. ft. in Delhi and Mumbai or within 25 kilometers of the municipal limits of these cities and 1,500 sq. ft. in rest of India. Our projects are customized, wherever feasible, to take advantage of the benefits provided by the said provisions of the Income Tax Act. The

total amount of benefit we derived under Section 80-IB of the Act was Rs. 57.01 million, Rs. 424.00 million, Rs. 94.00 million and Rs. 215.00 million for the three months ended June 30, 2010, Fiscal 2010, Fiscal 2009 and Fiscal 2008, respectively, which constituted 20.37%, 26.89%, 9.12% and 27.20% of our profit before tax and extraordinary items.

Section 80IAB of the Income Tax Act, 1961 provides for deductions in respect of profits and gains by an undertaking or enterprise engaged in development of SEZs provided that the project is notified under the Special Economic Zones Act, 2005, after April 1, 2005. A deduction of 100% of the profits and gains derived from the notified projects for a period of 10 consecutive years is available. The total amount of deductions we claimed under Section 80IAB from our project Cessna Business Park was Rs. 1.72 million in Fiscal 2008. These special and other tax benefits are described in "Statement of Tax Benefits" on page 60.

In addition, a major contributing factor to support the growth of residential housing property is income tax benefits on housing loans for our customers. Currently, income tax deduction is available on the interest component (up to Rs. 0.15 million) of housing loans and a rebate of Rs. 0.10 million on the principal repayment is also available.

Securitization of Rental Receipts

Our cash flows are impacted by our practice of securitizing our rental receipts. With respect to revenue we generate from the lease of commercial, retail and hospitality projects, we enter into arrangements with banks to securitize our future rental receipts. Pursuant to these arrangements, the bank pays us a lump sum at the time we rent out the property. This lump sum payment is reflected in our cash flow statements as cash generated from financing activities. If our tenants fail to make any rental payments, we remain obligated to make the payment owed to the bank.

Significant Accounting Policies

The Financial Statements are prepared under the historical cost convention on the accrual basis of accounting and in accordance with the Indian GAAP and comply with the Accounting Standards prescribed by the Companies (Accounting Standards) Rules, 2006 to the extent applicable as adopted consistently by the Company. For a full description of our significant accounting policies adopted in the preparation of the Financial Statements, see "Financial Statements – Audited Consolidated Summary Statements – Schedule T".

Principles of Consolidation

The consolidated financial statements relate to the Company, its subsidiaries and associates. The financial statements of our subsidiaries and associates used in the consolidation are prepared up to the same reporting date as the Company. The consolidated financial statements have been prepared on the following basis:

- The financial statements of the Company and its Subsidiaries are combined line-by-line basis by adding together the book values of like items of assets, liabilities, income and expenses, after fully eliminating intra-group balances and intra-group transactions resulting in unrealized profits or losses in accordance with Accounting Standard (AS) 21 – "Consolidated Financial Statements" under the relevant provisions of Companies Act, 1956.
- In case of associates where we directly or indirectly through Subsidiaries hold more than 20% of equity, investments in associates are accounted for using equity method in accordance with AS – 23 "Accounting for Investments in Associates in Consolidated Financial Statements" under the relevant provisions of Companies Act, 1956.
- Investment in entities, firms where there are joint controlled economic activities, have been considered as joint ventures in accordance with AS-27 "Financial reporting of interests in joint ventures" under the relevant provisions of Companies Act, 1956.
- If an associate, in which we have more than a 20% stake, owns a Completed Project, an Ongoing Project, a Project Under Development or a Forthcoming Project, we recognize dividends from such associate as "other income". Changes in the intrinsic value of our investment in such associate are reflected under "share of profit from associates".

- The consolidated financial statements are prepared using uniform accounting policies for like transactions and other events in similar circumstances and are presented in the same manner as the Company's unconsolidated financial statements.
- Investments other than in Subsidiaries and Associates have been accounted as per AS – 13 "Accounting for Investments" under the relevant provisions of Companies Act, 1956.
- The excess of cost to the Company of its investments in Subsidiaries over its share of the equity of Subsidiaries, at the dates on which the investment in the Subsidiaries were made, is recognized as 'Goodwill', being an asset in our consolidated financial statements. Where the share of the equity in the Subsidiaries as on the date of investment is in excess of cost of investment of the Company, it is recognized as a capital reserve and shown under the head Reserves & Surplus.

Revenue Recognition

We recognize revenue relating to the sale of residential or commercial projects based on the percentage completion method. The percentage completion method is applied on a cumulative basis in each accounting period to the current estimates of contract revenue and contract costs, when the stage of completion of each project reaches a significant level, which is estimated to be at least 30% of the total estimated costs of the project. We periodically review and revise estimates of saleable area and costs. The effect of such changes to estimates is recognized in the period such changes are determined. In case of joint development projects revenue recognition is restricted to our percentage share of the underlying real estate development projects.

Revenue from contractual projects undertaken is recognized on the basis of independent certification obtained in terms of the contract.

Facility charges, management charges, rental and maintenance income are recognized on accrual basis.

Inventories

Stock of units in Completed Projects and work-in-progress are valued at lower of cost or net realizable value. Cost is the aggregate of land cost, materials, contract works, direct expenses, provisions and apportioned borrowing costs and net of material scrap receipts.

Inventory also comprises stock of operating supplies and is carried at the lower of cost and net realizable value. Cost includes all expenses incurred in bringing the goods to their present location and condition and is determined on a weighted average basis. Net realizable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and to make the sale.

Fixed Assets

Fixed assets are stated at cost, including expenses incurred to bring the asset to its present condition. Cost includes all costs relating to the acquisition and installation of the fixed assets including interest on borrowings for the project/fixed asset incurred up to the date the asset is put to use. Any cost incurred relating to settlement of claims regarding titles to the properties is accounted for and capitalized as incurred, wherever the asset is held. Assets identified as impaired are carried at net realizable value.

An asset is treated as impaired when the carrying cost of the assets exceeds its recoverable value. An impairment loss is charged to our profit and loss account in the year in which an asset is identified as impaired. The impairment loss recognized in prior accounting periods is reversed if there has been a change in the estimate of recoverable amount.

Depreciation and Amortization

Depreciation on fixed assets is provided on the written down value method in accordance with the rates specified in Schedule XIV to the Companies Act, 1956, except for assets the value of which are less than Rs. 5,000, which are fully depreciated in the year of purchase.

The cost of leasehold land is amortized over the period of lease.

Borrowing Cost

Borrowing cost attributable to the acquisition or construction of a qualifying asset is capitalized/inventorized as part of the cost of that asset. Other borrowing costs are recognized as an expense in the period in which they are incurred. Income earned on temporary deployment of funds are credited to the borrowing costs.

Results of Operations

The following table sets forth certain items derived from our restated consolidated financial statements for the three months ended June 30, 2010, Fiscal 2010, Fiscal 2009 and Fiscal 2008, and also expressed as a percentage of total income for the periods presented.

(Rs. in millions, except percentages)

	Three months ended June 30, 2010		For the year ended March 31, 2010		For the year ended March 31, 2009		For the year ended March 31, 2008	
	(Rs.)	(%)	(Rs.)	(%)	(Rs.)	(%)	(Rs.)	(%)
Income								
Income from operations								
Residential and commercial projects	2,117.24	68.42	8,061.73	74.23	7,504.49	81.91	8,198.72	82.88
Contractual projects	83.38	2.69	–	–	1.64	0.02	81.80	0.83
Facilities, rental and maintenance income	247.91	8.01	787.79	7.25	506.62	5.53	372.79	3.77
Property rental income	591.06	19.10	1,394.91	12.84	968.39	10.57	1,087.09	10.99
Other income	54.97	1.78	615.68	5.67	180.37	1.97	125.01	1.26
Gain on derivative transactions	–	–	–	–	–	–	27.22	0.28
Expenditure								
Cost of residential and commercial projects	1,698.87	54.90	6,239.01	57.45	5,234.52	57.14	6,967.40	70.43
Cost of contractual projects	74.98	2.42	–	–	1.04	0.01	75.18	0.76
Facilities operating expenses	45.94	1.48	141.42	1.30	116.22	1.27	74.15	0.75
Property expenses	269.87	8.72	652.73	6.01	327.92	3.58	558.32	5.64
Employee cost	155.71	5.03	490.42	4.52	314.23	3.43	242.94	2.46
General and administrative expenses	83.16	2.69	364.04	3.35	287.21	3.14	342.20	3.46
Selling expenses	69.05	2.23	120.60	1.11	110.98	1.21	118.57	1.20
Finance charges								
Interest (net)	269.85	8.72	782.52	7.21	688.64	7.52	454.76	4.60
Loss on derivative transactions	–	–	–	–	651.55	7.11	–	–
Preliminary expenses written off	–	–	1.80	0.02	0.27	0.01	0.04	0.01
Depreciation	147.32	4.76	490.57	4.52	398.31	4.35	268.58	2.71
Profit before tax and extraordinary items	**279.81**	**9.04**	**1,577.00**	**14.52**	**1,030.62**	**11.25**	**790.49**	**7.99**
Provision for taxation	107.15	3.46	282.52	2.60	323.31	3.53	248.87	2.52
Extraordinary items								
Profit after tax and extraordinary items	**172.66**	**5.58**	**1,294.48**	**11.92**	**707.31**	**7.72**	**541.61**	**5.47**
Share of profit/(loss) from associates	(06.17)	(0.20)	171.74	1.58	23.40	0.26	124.70	1.26
Adjustment arising on consolidation	(19.61)	(0.63)	(28.43)	(0.26)	0.65	0.01	(2.11)	(0.02)
Profit after tax	**146.88**	**4.75**	**1,437.79**	**13.24**	**731.36**	**7.98**	**664.21**	**6.71**
Share of (profit)/loss transferred to minority interest	(0.76)	(0.02)	35.71	0.33	41.78	0.46	(5.00)	(0.05)
Profit after tax and minority interest	**146.12**	**4.72**	**1,473.50**	**13.57**	**773.14**	**8.44**	**659.21**	**6.66**

Other Information

The following table sets forth our EBITDA for the periods indicated.

(Rs. in millions)

	Three months	For the year ended	For the year ended	For the year ended

	ended June 30, 2010	March 31, 2010	March 31, 2009	March 31, 2008
EBITDA	696.98	2,851.88	2,769.39	1,513.89

Income

Income from operations

Our income from operations accounted for 98.22%, 94.33%, 98.03% and 98.46% of our total income for the three months ended June 30, 2010, Fiscal 2010, Fiscal 2009 and Fiscal 2008, respectively.

We report our income from operations under the following segments: (i) income from residential and commercial projects; (ii) income from contractual projects; (iii) facilities, rental and maintenance income; and (iv) property rental income.

Income from residential and commercial projects

We generate income from the sale of residential projects (including plotted developments), commercial projects (including corporate office blocks, facilities, technology parks and campuses) and the delivery of project and construction management services.

Income from contractual projects

Income from contractual projects consists of revenue from the development of commercial projects (including SEZs and built to suit office space). The revenue we generate from this segment varies significantly across Fiscal years because it depends on particular customers' requests.

Facilities, rental and maintenance income

Facilities, rental and maintenance income consists of revenue from the operation of malls and other retail space and the operation of hospitality establishments, lease of malls, hospitality establishments and retail projects. We expect our facilities, rental and maintenance income to become increasingly significant.

Property rental income

We receive property rental income for the lease of commercial projects and fit out for office projects. In addition, we implemented regroupings/reclassifications of certain of our line items for all the reported periods to keep in line with the disclosure changes adopted in connection with the restatement implemented in Fiscal 2010 (the "**Fiscal 2010 Restatement**") whereby property rental income includes income related to delivery of property maintenance services for residential, commercial, retail and hospitality projects, sub-lease rental income and commission income for the lease of our developments. In earlier periods these were grouped under other income. We expect our property rental income to become increasingly significant.

Other income

Our other income primarily consists of profits from the sale of fixed assets, share of profit from firms in which we have a minority interest, interest income and dividend income.

Gain on derivative transactions

Gain on derivative transaction consists of income we earned as a result of entering into certain foreign currency derivative transactions. Although we are not exposed to risks of foreign currency fluctuations, we entered into certain foreign currency derivative contracts in order to potentially generate income which could be used to offset our interest expenses. Losses on these contracts are recognized as finance charges. We do not have any existing foreign currency derivative transactions and do not intend to enter into such transactions in the future.

Expenditure

Cost of residential and commercial projects: Cost of residential and commercial projects consists of expenses relating to the sale of units/projects, including, among other things, the cost of acquisition of land and the cost of acquisition of development rights, cost of materials (primarily steel and cement), cost of services such as architects, contract labor and finance charges incurred for our projects.

Cost of contractual projects: Cost of contractual projects includes costs incurred for developing built to suit projects.

Facilities operating expenses: Facilities operating expenses include costs incurred for operation of malls, hospitality establishments and retail space, including labor costs, mall management systems and maintenance expenses.

Property expenses: As part of the Fiscal 2010 Restatement, we established a new subgroup/line item called property expenses. Property expenses consist of sub-lease rental payments, property tax and property maintenance expenses. Previously, sub-lease rental payments were grouped under other expenses (which is no longer a category/line item) and property tax and property maintenance expenses were grouped under general and administrative expenses.

Employee cost: Employee cost includes salaries, benefits such as provident fund payments, gratuity payments and other payments to our employees.

General and administrative expenses: General and administrative expenses include costs incurred for general office administration, directors' remuneration, audit fees, repair and maintenance charges and other administrative costs.

Selling expenses: Selling expenses include costs incurred for advertising expenses including retainer fees for advertising agencies, travel expenses, commission expenses for agents and other sales and marketing expenses. Prior to the Fiscal 2010 Restatement, commission expenses were classified as other expenses (which is no longer a category /line item).

Finance charges: Finance charges include interest charges payable by us for short term and long term loans including working capital loans, interest charges on loans for purchase of certain equipment and vehicles, interest on loans for which we have securitized our rental receipts, and financial charges such as processing fees for loans and bank guarantees. In addition, finance charges include losses on foreign currency derivative transactions. Although we are not exposed to risks of foreign currency fluctuations, we entered into certain foreign currency derivative contracts in order to potentially generate income which could be used to offset our interest expenses. Losses on these contracts are recognized as "loss on derivative transaction" under finance charges and gains are recognized as "gain on derivative transaction". We do not have any existing foreign currency derivative transactions and do not intend to enter into such transactions in the future.

Depreciation: Depreciation including depreciation of building, plant and machinery, furniture, fixtures, motor vehicles, computers and certain other items used in construction such as shuttering and scaffolding and amortization of leasehold rights.

Taxation

Income taxes are accounted for in accordance with AS-22 under the relevant provisions of Companies Act, 1956 on "Accounting for Taxes on Income". Taxes comprise current tax, deferred tax and fringe benefit tax.

Provision for current taxes is made at current tax rates after taking into consideration the benefits admissible under the provisions of the Income Tax Act, 1961. The major benefit we take advantage of is under Section 80-IB of the Income Tax Act, 1961 as some of our residential housing projects meet the criteria including of size prescribed by the statute. However, in cases where our liability for current taxes as calculated is less than 15% of our book profit (as defined by statute), we are liable to pay the Minimum Alternate Tax, in accordance with Section 115JB of the Income Tax Act, 1961.

Deferred taxes arise from timing differences between our book profits and our taxable profits that originate during an accounting period and which can be reversed in subsequent periods. Deferred taxes are measured using the tax rates and laws that have been enacted as of the date of financial statements in which they are recorded. We provide for deferred tax liability/assets on such timing differences subject to prudent considerations. Significant sources of deferred tax liabilities and assets include the timing difference in recording depreciation and admissibility of other expenses under Indian GAAP and under the Income Tax Act, 1961.

Three months ended June 30, 2010

Income

Our total income was Rs. 3,094.56 million for the three months ended June 30, 2010.

Income from operations

Our income from operations was Rs. 3,039.59 million for the three months ended June 30, 2010.

Income from residential and commercial projects: Our income from Residential and Commercial projects was Rs. 2,117.24 million for the three months ended June 30, 2010. Residential projects generated Rs. 1,607.24 million particularly due to revenue recognition from Prestige Shantiniketan, Prestige Neptune Courtyard, Prestige Oasis and Prestige Southridge and commercial projects generated Rs. 510.00 million particularly due to revenue recognition from Prestige Shantiniketan, Prestige Cyber Towers and Prestige Palladium.

Income from contractual projects: Our income from contractual projects was Rs. 83.38 million for the three months ended June 30, 2010.

Facilities, rental and maintenance income: Our facilities, rental and maintenance income was Rs. 247.91 million for the three months ended June 30, 2010.

Property rental income: Our property rental income was Rs. 591.06 million for the three months ended June 30, 2010 comprising of rental and hire charges income of Rs. 254.76 million, property maintenance income of Rs. 211.94 million, sub-lease income of Rs. 115.11 million and commission income of Rs. 9.25 million.

Other income

Other income was Rs. 54.97 million for the three months ended June 30, 2010 primarily comprising of share of profit from firms of Rs. 29.45 million, interest income of Rs. 17.06 million and profit on sale of fixed assets of Rs. 5. 21 million.

Expenditure

Total expenditure was Rs. 2,814.75 million for the three months ended June 30, 2010.

Cost of residential and commercial projects

Our cost of residential and commercial projects was Rs. 1,698.87 million for the three months ended June 30, 2010. Cost of residential projects was Rs. 1,243.48 million primarily due to proportionate costs related to revenue recognition of Prestige Shantiniketan, Prestige Neptune Courtyard, Prestige Oasis and Prestige Southridge and the cost of commercial projects was Rs. 455.38 million particularly due to proportionate costs related to revenue recognition of Prestige Shantiniketan, Prestige Cyber Towers and Prestige Palladium projects.

Cost of contractual projects

Our cost of contractual projects was Rs. 74.98 million for the three months ended June 30, 2010.

Facilities operating expenses

Our facilities operating expenses were Rs. 45.94 million for the three months ended June 30, 2010.

Property Expenses

Our property expenses were Rs. 269.87 million for the three months ended June 30, 2010 comprising of sub-lease rental expenses of Rs. 107.20 million, property maintenance expenses of Rs. 144.54 million and property tax of Rs. 18.12 million.

Employee cost

Our employee cost was Rs. 155.71 million for the three months ended June 30, 2010.

General and administrative expenses

Our general and administrative expenses were Rs. 83.16 million for the three months ended June 30, 2010.

Selling expenses

Our selling expenses were Rs. 69.05 million for the three months ended June 30, 2010.

Finance charges

Our finance charges were Rs. 269.85 million for the three months ended June 30, 2010 comprising of interest on long term and short term borrowings.

Depreciation

Depreciation was Rs. 147.32 million for the three months ended June 30, 2010.

Profit before Tax and Extraordinary Items

As a result of the foregoing, our profit before tax and extraordinary items was Rs. 279.81 million for the three months ended June 30, 2010.

Provision for Taxes

We had a current tax provision of Rs. 92.12 million and deferred tax provision of Rs. 15.03 million for the three months ended June 30, 2010.

Profit after Tax and Extraordinary Items

As a result of the foregoing, profit after tax and extraordinary items was Rs. 172.66 million for the three months ended June 30, 2010.

Share of Profit from Associates

Share of loss from associates was Rs. 6.17 million for the three months ended June 30, 2010.

Profit after Tax (before Adjustment of Minority Interest)

As a result of the foregoing, our profit after tax (before adjustment of minority interest) was Rs. 146.88 million for the three months ended June 30, 2010.

Minority Interest

The profit attributable to minority interest was Rs. 0.76 million for the three months ended June 30, 2010.

Profit after Tax and Minority Interest

As a result of the foregoing, profit after tax and minority interest was Rs. 146.12 million for the three months ended June 30, 2010.

Fiscal 2010 compared with Fiscal 2009

Income

Our total income increased by Rs. 1,698.61 million, or 18.54% from Rs. 9,161.51 million in Fiscal 2009 to Rs. 10,860.11 million in Fiscal 2010.

Income from operations

Our income from operations increased by Rs. 1,263.29 million, or 14.07%, from Rs. 8,981.14 million in Fiscal 2009 to Rs. 10,244.43 million in Fiscal 2010.

Income from residential and commercial projects: Our income from residential and commercial projects increased by Rs. 552.86 million, or 7.50%, from Rs. 7,367.54 million in Fiscal 2009 to Rs. 7,920.40 million in Fiscal 2010. This increase was primarily due to complete recognition of revenue from Prestige Wellington Park and Prestige Dynasty, commencement of revenue recognition from Prestige Oasis, Prestige Nebulla 2, Prestige Silverdale and Prestige Palladium and increased revenue recognition from Prestige Southridge.

Income from project management fees increased by Rs. 4.38 million or 3.20% from Rs. 136.95 million in Fiscal 2009 to Rs. 141.33 million in Fiscal 2010.

Income from contractual projects: As we have not undertaken any new built-to-suit office space projects, our income from contractual projects decreased by Rs. 1.64 million, or 100.00%, from Rs. 1.64 million in Fiscal 2009 to nil in Fiscal 2010.

Facilities, rental and maintenance income: Our facilities, rental and maintenance income increased by Rs. 281.17 million, or 55.50%, from Rs. 506.62 million in Fiscal 2009 to Rs. 787.79 million in Fiscal 2010 due to increased income from operation of hospitality establishments and serviced apartments.

Property rental income: Our property rental income increased by Rs. 426.52 million or 44.04%, from Rs. 968.39 million in Fiscal 2009 to Rs. 1,394.91 million in Fiscal 2010 primarily due to increase in property maintenance income by way of acquisition of majority control over Prestige Property Management and Services.

Other income

Other income increased by Rs. 435.32 million, or 241.35%, from Rs. 180.37 million in Fiscal 2009 to Rs. 615.69 million in Fiscal 2010. This increase was primarily due to an increased profits from partnership firms in which we have a minority interest carrying out real estate developmental activities and profit of Rs. 259.38 million from sale of property belonging to a partnership firm in which we have majority interest.

Expenditure

Total expenditure increased by Rs. 1,152.22 million, or 14.17%, from Rs. 8,130.89 million in Fiscal 2009 to Rs. 9,283.11 million in Fiscal 2010.

Cost of residential and commercial projects

Our cost of residential and commercial projects increased by Rs. 1,004.49 million, or 19.19%, from Rs. 5,234.52 million in Fiscal 2009 to Rs. 6,239.01 million in Fiscal 2010. This increase was primarily due to proportionate increase in costs related to our revenue recognition for Prestige Wellington Park, Prestige Dynasty, Prestige Oasis, Prestige Nebulla 2, Prestige Silverdale, Prestige Palladium and Prestige Southridge.

Cost of contractual projects

As we have not undertaken any new built-to-suit office space projects, our cost of contractual projects decreased by Rs. 1.04 million, or 100.00%, from Rs. 1.04 million in Fiscal 2009 to nil in Fiscal 2010.

Facilities operating expenses

Our facilities operating expenses increased by Rs. 25.20 million, or 21.69%, from Rs. 116.22 million in Fiscal 2009 to Rs. 141.42 million in Fiscal 2010. The increase in facilities operating expenses was primarily due to proportionate increase in the cost of operation of hospitality establishments and serviced apartments.

Property Expenses

Our property expenses increased by Rs. 324.81 million, or 99.05%, from Rs. 327.92 million in Fiscal 2009 to Rs. 652.73 million in Fiscal 2010. The increase in facilities operating expenses was primarily due to increase in property maintenance expenditure by way of acquisition of majority control over Prestige Property Management and Services.

Employee cost

Our employee cost increased by Rs. 176.19 million, or 56.07%, from Rs. 314.23 million in Fiscal 2009 to Rs. 490.42 million in Fiscal 2010. The increase in employee cost was primarily due to additional employee cost of newly acquired partnership firm which included 1,510 employees and an increase in our headcount from 550 employees as of March 31, 2009 to 708 employees as of March 31, 2010.

General and administrative expenses

Our general and administrative expenses increased by Rs. 76.83 million, or 26.75%, from Rs. 287.21 million in Fiscal 2009 to Rs. 364.04 million in Fiscal 2010. The increase in general and administrative expenses was primarily due to full fiscal operation of serviced apartments in Fiscal 2010 and acquisition of majority control over Prestige Property Management and Services.

Selling expenses

Our selling expenses increased by Rs. 9.62 million, or 8.67%, from Rs. 110.98 million in Fiscal 2009 to Rs. 120.60 million in Fiscal 2010. The increase in selling expenses was primarily due to increase in commission expenses.

Finance charges

Our finance charges substantially decreased by Rs. 557.67 million, or 41.61%, from Rs. 1,340.19 million in Fiscal 2009 to Rs. 782.52 million in Fiscal 2010. The finance charges in Fiscal 2009 included an extraordinary derivatives loss amounting to Rs. 651.55 million. However, due to increased borrowings the interest cost component increased by Rs. 93.88 million, or 13.63%, from Rs. 688.64 million to Rs. 782.52 million.

Depreciation

Depreciation increased by Rs. 92.26 million, or 23.16%, from Rs. 398.31 million in Fiscal 2009 to Rs. 490.57 million in Fiscal 2010. This increase was primarily due to full year depreciation charge on serviced apartments and full year depreciation charge on assets owned by our subsidiary, Team United Private Limited, in Fiscal 2010 whereas only a partial depreciation charge occurred in Fiscal 2009.

Profit before Tax and Extraordinary Items

As a result of the foregoing, our profit before tax and extraordinary items increased substantially by Rs. 546.38 million, or 53.01%, from Rs. 1,030.62 million in Fiscal 2009 to Rs. 1,577 million in Fiscal 2010.

Provision for Taxes

Due to reversal of deffered tax liability, our provisions for tax liabilities decreased by Rs. 40.80 million, or 12.62%, from Rs. 323.32 million in Fiscal 2009 to Rs. 282.52 million in Fiscal 2010. Our current tax increased by Rs. 48.13 million, or 17.07%, from Rs. 281.85 million in Fiscal 2009 to Rs. 329.98 million in Fiscal 2010.

Profit after Tax and Extraordinary Items

As a result of the foregoing, profit after tax and extraordinary items increased by Rs. 587.17 million, or 83.01%, from Rs. 707.31 million in Fiscal 2009 to Rs. 1,294.48 million in Fiscal 2010.

Share of Profit from Associates

Share of profit from associates increased by Rs. 148.34 million, or 633.85%, from Rs. 23.40 million in Fiscal 2009 to Rs. 171.74 million in Fiscal 2010. This increase was primarily due to our gain on dilution of holdings of investments by way of allotment of shares to a new investor at a premium considered as partial disposal.

Profit after Tax (before Adjustment of Minority Interest)

As a result of the foregoing, our profit after tax (before adjustment of minority interest) increased by Rs. 706.43 million, or 96.59%, from Rs. 731.36 million in Fiscal 2009 to Rs. 1,437.79 million in Fiscal 2010.

Minority Interest

In Fiscal 2010, the loss attributable to minority interest as a result of loss of subsidiary entities was Rs. 35.71 million. In Fiscal 2009, the loss attributable to minority interest was Rs. 41.78 million.

Profit after Tax and Minority Interest

As a result of the foregoing, profit after tax and minority interest increased by Rs. 700.36 million, or 90.59%, from Rs. 773.14 million in Fiscal 2009 to Rs. 1,473.50 million in Fiscal 2010.

Fiscal 2009 compared with Fiscal 2008

Income

Our total income decreased by Rs. 731.12 million, or 7.39% from Rs. 9,892.63 million in Fiscal 2008 to Rs. 9,161.51 million in Fiscal 2009.

Income from operations

Our income from operations decreased by Rs. 759.26 million, or 7.79%, from Rs. 9,740.40 million in Fiscal 2008 to Rs. 8,981.14 million in Fiscal 2009.

Income from residential and commercial projects: Our income from residential and commercial projects decreased by Rs. 694.23 million, or 8.47%, from Rs. 8,198.72 million in Fiscal 2008 to Rs. 7,504.49 million in Fiscal 2009. This decrease was primarily due to relatively slower completion of our residential and commercial projects. In Fiscal 2008, commercial projects generated Rs. 1,412.03 million, particularly due to the recognition of revenues from *Prestige Shantiniketan* and *Prestige Tech Park*. Residential projects generated Rs. 6,622.94 million, particularly due to revenue recognition from *Prestige Shantiniketan* and *Prestige Wellington park*. In Fiscal 2009, commercial projects generated Rs. 3,202.00 million, particularly due to revenue recognition from *Prestige Shantiniketan* and *Prestige Cyber Towers*. Residential projects generated Rs. 4,186.73 million, particularly due to revenue recognition from *Prestige Shantiniketan* and *Prestige Neptune's Courtyard*.

Income from project management fees decreased by Rs. 37.87 million or 21.66% from Rs. 174.82 million in Fiscal 2008 to Rs. 136.95 million in Fiscal 2009.

Income from contractual projects: As a result of fewer requests for built to suit office space, our income from contractual projects decreased by Rs. 80.16 million, or 98.00%, from Rs. 81.80 million in Fiscal 2008 to Rs. 1.64 million in Fiscal 2009.

Facilities, rental and maintenance income: Our facilities, rental and maintenance income increased by Rs. 133.83 million, or 35.90%, from Rs. 372.79 million in Fiscal 2008 to Rs. 506.62 million in Fiscal 2009 due to the launch of *Oakwood Premier Prestige Serviced Apartments* in October 2008.

Property rental income: Our property rental income decreased by Rs. 118.70 million or 10.92%, from Rs. 1,087.09 million in Fiscal 2008 to Rs. 968.39 million in Fiscal 2009 primarily due to decrease in sub-lease rental income and property maintenance income which was partially offset by scheduled increases in rental rates, higher rental charges paid by new tenants and increased occupancy levels in certain of our office buildings.

Other income

Other income increased by Rs. 55.36 million, or 44.28%, from Rs. 125.01 million in Fiscal 2008 to Rs. 180.37 million in Fiscal 2009. This decrease was primarily due to increased share of profit from partnership firms in which we have a minority interest carrying out real estate developmental activities, profit from sale of fixed assets and dividend from one of the associate company.

Expenditure

Total expenditure decreased by Rs. 971.25 million, or 10.67%, from Rs. 9,102.14 million in Fiscal 2008 to Rs. 8,130.89 million in Fiscal 2009.

Cost of residential and commercial projects

Our cost of residential and commercial projects decreased by Rs. 1,732.88 million, or 24.87%, from Rs. 6,967.40 million in Fiscal 2008 to Rs. 5,234.52 million in Fiscal 2009. This decrease was primarily due to relatively slower completion of our residential and commercial projects as well as lower construction costs.

Cost of contractual projects

Our cost of contractual projects decreased by Rs. 74.14 million, or 98.62%, from Rs. 75.18 million in Fiscal 2008 to Rs. 1.04 million in Fiscal 2009. The decrease in cost of contractual projects was primarily due to receiving fewer requests for built to suit projects.

Facilities operating expenses

Our facilities operating expenses increased by Rs. 42.07 million, or 56.72%, from Rs. 74.15 million in Fiscal 2008 to Rs. 116.22 million in Fiscal 2009. The increase in facilities operating expenses was primarily due to the launch of *Oakwood Premier Prestige Serviced Apartments*.

Property Expenses

Our property expenses decreased by Rs. 230.40 million, or 41.27%, from Rs. 558.32 million in Fiscal 2008 to Rs. 327.92 million in Fiscal 2009. The decrease in property expenses was primarily due to proportionate decrease in sub-lease rental and property maintenance expenses .

Employee cost

Our employee cost increased by Rs. 71.29 million, or 29.34%, from Rs. 242.94 million in Fiscal 2008 to Rs. 314.23 million in Fiscal 2009. The increase in employee cost was primarily due to increased average headcount throughout the year and new recruitment of 115 employees for *Oakwood Premier Prestige Serviced Apartments*. Our headcount increased from 428 employees as of March 31, 2008 to 550 employees as of March 31, 2009. The average salaries of our employees also increased.

General and administrative expenses

Our general and administrative expenses decreased by Rs. 54.99 million, or 16.07%, from Rs. 342.20 million in Fiscal 2008 to Rs. 287.21 million in Fiscal 2009. The decrease in general and administrative expenses was primarily due to a decrease in non-recurring professional fees. Donations also decreased.

Selling expenses

Our selling expenses decreased by Rs. 7.59 million, or 6.41% from Rs. 118.57 million in Fiscal 2008 to Rs. 110.98 million in Fiscal 2009. The decrease in selling expenses was primarily due to reduced sales through marketing associates and a decrease in our marketing activities because of the general economic environment in India.

Finance charges

Our finance charges substantially increased by Rs. 885.43 million, or 194.70%, from Rs. 454.76 million in Fiscal 2008 to Rs. 1,340.19 million in Fiscal 2009. This increase was primarily due a Rs. 651.55 million loss on a foreign currency derivate transaction. In addition, we had entered into new working capital and other loans.

Depreciation

Depreciation increased by Rs. 129.73 million, or 48.30%, from Rs. 268.58 million in Fiscal 2008 to Rs. 398.31 million in Fiscal 2009. This increase was primarily due to the capitalization of *UB City* and *Oakwood Premier Prestige Serviced Apartments*.

Profit before Tax and Extraordinary Items

As a result of the foregoing, our profit before tax and extraordinary items increased substantially by Rs. 240.13 million, or 30.38%, from Rs. 790.49 million in Fiscal 2008 to Rs. 1,030.62 million in Fiscal 2009.

Provision for Taxes

Due to an increase in our profit before tax and extraordinary items, our provisions for tax liabilities increased by Rs. 74.45 million, or 29.91%, from Rs. 248.88 million in Fiscal 2008 to Rs. 323.31 million in Fiscal 2009. Our current tax increased by Rs. 39.46 million, or 16.28%, from Rs. 242.39 million in Fiscal 2008 to Rs. 281.85 million in Fiscal 2009.

Profit after Tax and Extraordinary Items

As a result of the foregoing, profit after tax and extraordinary items increased by Rs. 165.70 million, or 30.59%, from Rs. 541.61 million in Fiscal 2008 to Rs. 707.31 million in Fiscal 2009.

Share of Profit from Associates

Share of profit from associates decreased by Rs. 101.30 million, or 81.23%, from Rs. 124.70 million in Fiscal 2008 to Rs. 23.40 million in Fiscal 2009.

Profit after Tax (before Adjustment of Minority Interest)

As a result of the foregoing, our profit after tax (before adjustment of minority interest) increased by Rs. 67.15 million, or 10.11%, from Rs. 664.21 million in Fiscal 2008 to Rs. 731.36 million in Fiscal 2009.

Minority Interest

In Fiscal 2009, the loss attributable to minority interest as a result of losses incurred by certain of our subsidiaries was Rs. 41.78 million. In Fiscal 2008, the profit attributable to minority interest was Rs. 5.00 million.

Profit after Tax and Minority Interest

As a result of the foregoing, profit after tax and minority interest increased by Rs. 113.93 million, or 17.28%, from Rs. 659.21 million in Fiscal 2008 to Rs. 773.14 million in Fiscal 2009.

Liquidity and Capital Resources

As of June 30, 2010, we had cash and bank balances of Rs. 1,055.30 million. Cash and bank balances primarily consist of cash on hand and balances with scheduled banks. Our primary liquidity requirements have been to finance our working capital for development of our projects. Our business requires a significant amount of working capital. We expect to meet our working capital requirements for the next 12 months primarily from the cash flows from our business operations, project specific borrowings from banks and financial institutions as may be expedient and to a certain extent from the proceeds of this Issue.

Cash Flows

Set forth below is a table of selected information from our consolidated statements of cash flows for the periods indicated.

(Rs. in millions)

Particulars	Three months ended June 30, 2010	For the year ended March, 2010	For the year ended March 31, 2009	For the year ended March 31, 2008
Net cash generated from/(used in) operating activities	(917.25)	(3,208.90)	673.00	1,567.00
Net cash generated from/(used in) investing activities	(803.86)	(876.10)	(998.63)	(6,427.89)
Net cash generated from/(used in) financing activities	455.90	4,362.71	821.87	5,531.96
Net increase/(decrease) in cash and cash equivalents	(1,265.21)	277.71	506.24	671.07
Cash and cash equivalents at the beginning of the year	1,729.07	1,409.55	903.05	231.76
Cash and cash equivalents as at the end of the year	1,055.30	1,729.08	1,409.55	903.05

Cash flow generated from/used in operating activities

For the three months ended June 30, 2010, we had profit before taxation of Rs. 279.81 million. Our operating profit before working capital changes was Rs. 674.65 million primarily as a result of adjustment for depreciation of Rs. 147.32 million and financial expenses considered separately of Rs. 269.85 million, partially offset by interest income of Rs. 17.06 million and profit on sale of fixed assets Rs. 5.21 million. However net cash used in operating activities was Rs. 917.25 million as a result of working capital adjustment including Rs. 586.72 million increase in loans and advances and Rs. 558.28 million decrease in current liabilities. We also paid direct taxes of Rs. 46.06 million.

For Fiscal 2010, we had profit before taxation of Rs. 1,577.00 million. Our operating profit before working capital changes was Rs. 2,523.01 million primarily as a result of adjustments for depreciation of Rs. 490.57 million and financial expenses considered separately of Rs. 782.52 million. However, net cash used in operating activities was Rs. 3,208.90 million as a result of working capital adjustments, including a Rs. 2,083.61 million decrease in current liabilities, a Rs. 1,932.08 million increase in inventories, and a Rs. 1,105.51 million increase in sundry debtors. We also paid direct taxes of Rs. 138.64 million.

For Fiscal 2009, we had profit before taxation of Rs. 1,030.62 million. Our operating profit before working capital changes was Rs. 2,691.45 million primarily as a result of adjustments for depreciation of Rs. 398.31 million and financial expenses considered separately of Rs. 1,340.19 million. However, net cash generated from operating activities was Rs. 673.00 million as a result of working capital adjustments, including a Rs. 1,270.16 million increase in sundry debtors and a Rs. 1,715.96 million increase in inventories. We also paid Rs. 95.04 million as direct taxes.

For Fiscal 2008, we had profit before taxation of Rs. 790.49 million. Our operating profit before working capital changes was Rs. 1,419.55 million primarily as a result of adjustments for depreciation of Rs. 268.58 million and financial expenses considered separately of Rs. 427.54 million. However, net cash generated from operating activities was Rs. 1,567.00 million as a result of working capital adjustments, including a Rs. 1,453.88 million decrease in inventories and a Rs. 541.02 million increase in provisions. These inflows were partially offset by a Rs. 1,464.31 million decrease in current liabilities. We also paid Rs. 377.57 million as direct taxes.

Cash flow generated from/used in investing activities

For the three months ended June 30, 2010, our net cash used in investing activities was Rs. 803.86 million primarily as a result of purchase of fixed assets of Rs. 766.07 million and investment made of Rs. 98.35 million.

In Fiscal 2010, our net cash used in investing activities was Rs. 876.10 million. This amount reflected payments of Rs. 1,543.80 million for the purchase of fixed assets which primarily consisted of an additional space at UB city, capitalization of interiors at Alpha and Techpark projects, land payments, certain plant and machinery and vehicles as well as Rs. 499.62 million for investment in group companies. These payments were partially offset by Rs. 685.08 million generated from sales of fixed assets and Rs. 359.01 million recovery of inter-corporate deposits given.

In Fiscal 2009, our net cash used in investing activities was Rs. 998.63 million. This amount reflected payments of Rs. 1,298.18 million towards purchase of fixed assets which primarily consisted of improvements at UB City and *Oakwood Premier Prestige Serviced Apartments* and Rs 628.47 million used to purchase investments. These outflows were partially offset by Rs. 604.89 million received from sales proceeds of investments and Rs. 278.91 million by recovery of inter-corporate deposits given.

In Fiscal 2008, our net cash used in investing activities was Rs. 6,427.89 million. This reflected payments of Rs. 6,276.40 million towards purchase of fixed assets which primarily consisted of *UB City* and *Oakwood Premier Prestige Serviced Apartments* and Rs. 1,547.88 million for investments made. These payments were partially offset by Rs. 1,299.72 million of cash generated from recovery of advances paid for the purchase of shares.

Cash flow generated from/used in financing activities

For the three months ended June 30, 2010, our net cash generated from financing activities was Rs. 455.90 million. This amount primarily consisted of Rs. 1,394.19 million in secured loans availed and proceeds from issuance of debentures by subsidiaries. These cash inflows were partially offset by Rs. 911.86 million of cash used to repay secured loans and Rs. 254.43 million to pay financial expenses.

In Fiscal 2010, our net cash generated from financing activities was Rs. 4,362.77 million. This amount reflected Rs. 20,508.76 million generated from secured loans availed and Rs. 439.66 million from proceeds of the issuance of debentures by subsidiaries. These cash inflows were partially offset by Rs. 14,697.21 million of cash used to repay secured loans, Rs. 1,040.72 million to repay bank overdraft, Rs. 550.00 million towards debenture application money and Rs. 780.58 was used for financial expenses.

In Fiscal 2009, our net cash generated from financing activities was Rs. 821.87 million. This amount reflected Rs. 4,199.53 million in secured loans availed, Rs. 940.88 million in cash generated from short-term bank borrowings and Rs. 591.85 million in inter-corporate deposits. These cash flows were partially offset by Rs. 4,052.45 million of cash used to repay secured loans and Rs. 1,317.90 million used for financial expenses.

In Fiscal 2008, our net cash generated financing activities was Rs. 5,531.96 million. This amount included Rs. 4,870.32 million in secured loans availed and Rs. 1,880.00 million generated from the issuance of shares by subsidiaries. These cash inflows were partially offset by Rs. 1,268.66 million used to repay secured loans, Rs. 599.68 million to repay inter-corporate deposits, Rs. 640.87 million used to repay overdraft and Rs. 427.32 million was used for financial expenses.

Assets

Our fixed assets consist of freehold and leasehold land and buildings, furniture and fixtures, plant and machinery, vehicles and other assets. Capital work in progress includes capital expenditure on assets which we propose to retain. Investments include investments in equity securities of listed and unlisted companies.

With respect to our current assets, inventories include work in progress and stock of units in Completed Projects and raw material inventory. Loans and advances include advance income tax payments and advance fringe benefit tax payments, inter corporate deposits and other advances and deposits. Sundry debtors include trade debtors with respect to our various business segments.

Capital Expenditure

The following table sets forth our historical capital expenditure for the three months ended June 30, 2010, Fiscal 2010, Fiscal 2009 and Fiscal 2008.

(Rs. in millions)

	Three months ended June 30, 2010	**For the year ended March 31, 2010**	**For the year ended March 31, 2009**	**For the year ended March 31, 2008**
Fixed Assets and Capital Work in Progress	766.07	1,543.80	1,298.18	6,276.40

The following table sets forth our planned capital expenditure for the year ending March 31, 2011.

(Rs. in millions)

	For the year ending March 31, 2011
Expenditure towards capital work in progress	1,832.84

Financial Indebtedness

The following table sets forth our consolidated secured and unsecured debt position as at June 30, 2010.

(Rs. in millions)

Particulars	**Amount outstanding as at June 30, 2010**
Secured loans:	
From scheduled banks	8,624.02
From others	9,141.36
Total (A)	**17,765.38**
Unsecured loans:	
Directors	216.57
Shareholders	28.98
Short-term loan from scheduled banks	197.00
Compulsory convertible debentures	1,344.04
Inter-corporate deposits	517.93
Others	55.16
Advances towards issue of debentures	74.48
Total (B)	**2,434.16**
Total (A+ B)	**20,199.54**

We intend to convert the compulsory convertible debentures into equity of our subsidiaries and joint ventures. The compulsorily convertible debentures worth Rs. 1,344.04 million refer to the debentures worth Rs. 519.20 million held by Red Fort Chamous in Prestige Bidadi Holdings Private Limited, to the debentures worth Rs. 220.00 million held by Red Fort Bahadur in Valdel Xtent Solutions Private Limited and Rs. 604.84 million held by Varidge Ventures Limited in Exora Business Parks Private Limited.

Our loan agreements with certain banks and financial institutions for term loans and working capital loans, contain restrictive covenants, which include, but are not limited to, requirements that we obtain consent from the lenders prior to altering our capital structure, amending our constitutional documents, issuing any shares, effecting any scheme of amalgamation or reconstitution, permitting any change in the ownership or control (whereby there will be a change in our beneficial ownership), varying the

shareholding of our directors, principal shareholders and promoters, declaring dividends, investing any funds by way of deposits or loans or in the share capital of any other concern, undertaking any new project or implementing any scheme of expansion/diversification or acquiring fixed assets (except those indicated in the fund flow statement provided to banks), entering into borrowing arrangements with other banks or financial institutions, issuing debentures or preference share capital, undertaking guarantee obligations, making any material amendments to or terminating any material contract documents in relation to a project, changing our accounting year and/or accounting methods, creating any charge or lien on the security, appointing or removing any person having substantial powers of management, changing the composition of our board of directors or our core management team or appointing nominee directors on our board. Furthermore, some of our loan agreements contain covenants which require us to appoint duly qualified technical, financial and executive staff for any key posts in relation to a project, if so required by the lender. Additionally, some of the loan agreements contain financial covenants that require us to maintain, among other things, specified debt equity ratios. In addition, some of our loans are secured by fixed and other assets.

For descriptions of our financial indebtedness, see "Financial Indebtedness" on page 403.

Contractual Obligations

The table below summarizes our contractual obligations as of June 30, 2010:

(Rs. in millions)

Particulars	Payments due by one year	Payments due between two and five years	Payments due after more than five years	Total
Committed Land payments	500.00	-	-	Nil
Committed payments due against Joint development agreements	1,878.28	-	-	Nil
Total	**2,378.28**	-	-	**Nil**

Contingent Liabilities

As of June 30, 2010, we had the following contingent liabilities that have not been provided for in our consolidated financial statements:

(Rs. in millions)

1	Corporate Guarantee given on behalf of companies under same management	432.88
2	Capital Commitments	1,832.84
3	Disputed Service Tax	7.49
4	Financial Guarantee	18.45
5	Disputed VAT	12.42
	Total	**2,304.08**

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements, derivative instruments, swap transactions or relationships with unconsolidated entities or financial partnerships that would have been established for the purpose of facilitating off-balance sheet transactions.

Quantitative and qualitative disclosure about market risk

Interest Rate Risk

Our financial results are subject to changes in interest rates, which may affect our debt service obligations. Our long-term Rupee-denominated debts, which bear interest at floating rates linked with prime lending rates of the respective lenders, as determined from time to time was Rs. 17,951.90 million as at June 30, 2010.

Upward fluctuations in interest rates increase the cost of both existing and new debts. An increase in interest rates of 1% on our existing floating rate debts would increase our annual interest charges by approximately Rs. 179.52 million based upon the long-term and short-term loans outstanding as at June 30, 2010.

Commodity Price Risk

We are exposed to market risk with respect to the prices of raw material and components used in our projects, particularly steel and cement. The costs for these raw materials and components are subject to fluctuation based on commodity prices. The cost of components and various small parts sourced from outside manufacturers may also fluctuate based on their availability from suppliers. In the normal course of business, we purchase these raw materials and components either on a purchase order basis or pursuant to supply agreements. We do not enter into fixed price or forward contracts in relation to procurement of raw materials.

Seasonality

Our operations may be adversely affected by difficult working conditions during monsoons that restrict our ability to carry on construction activities and fully utilize our resources. However, we generally do not believe that our business is seasonal.

Inflation

In recent years, although India has experienced minor fluctuation in inflation rates, inflation has not had material impact on our business and results of operations.

Related Party Transactions

For details in relation to the related party transactions, see the "Financial Statements" on page 266.

Significant Developments after June 30, 2010 that May Affect Our Future Results of Operations

Subsequent to June 30, 2010 we have invested certain amounts of money in the entities specified below whereby the stake of our Company in such entities has increased as indicated:

(Rs. in millions)

SI. No.	Name of the Entity	Existing stake of our Company (in percentage)	Amount Invested	Post investment stake of our Company (in percentage)
Company				
1.	Villaland Developers Private Limited	Nil	0.05	51%

Consequent to the above investment made by our Company, Villaland Developers Private Limited has become an subsidiary of our Company.

No circumstances have arisen since the date of the last financial statements as disclosed in this Red Herring Prospectus, which materially and adversely affect or are likely to affect, our revenues and profitability, or the value of our consolidated assets or our ability to pay our material liabilities within the next 12 months.

Unusual or Infrequent Events or Transactions

To our knowledge there have been no unusual or infrequent events or transactions that that may be described as "unusual" or "infrequent" and may have taken place during the last three years, except as disclosed in the Red Herring Prospectus.

Future Relationship between Costs and Income

Other than as described in this section and the sections "Risk Factors", "Our Business" on pages 15 and 87, respectively, to our knowledge, there are no known factors which will materially impact the future relationship between our operations and revenues.

Significant Regulatory Changes

Except as described in "Regulations and Policies" on page 146, there have been no significant

regulatory changes that could affect our income from continuing operations.

Known Trends or Uncertainties

Except as described in this Red Herring Prospectus in general and "Risk Factors" on page 15 and this section in particular, to the best of our knowledge and belief, there are no known trends or uncertainties that have or had or are expected to have any material adverse impact on our revenues or income from continuing operations.

New Products or Business Segments

There are currently no publicly announced new products or business segments. For further details on our business strategy, see "Business – Our Strategy" on page 92.

Dependence on a Few Clients

We do not depend on any particular client or group of clients.

Total Turnover of Each Major Industry Segment

We report industry segments under our financial statements prepared in accordance with Indian GAAP.

Competitive Conditions

We operate in a competitive environment. For further details, please refer to the discussions of our competition in the sections "Risk Factors" and "Business" on pages 15 and 87, respectively.

FINANCIAL INDEBTEDNESS

As on September 15, 2010, the aggregate outstanding borrowings of our Company based on our unconsolidated financial statements were as follows:

(Rs. In million)

S. No.	**Nature of Borrowing**	**Amount**
1.	Secured Borrowings	14,034.23
2.	Unsecured Borrowings	787.39

Secured Loans

I Loans from Housing Development Finance Corporation Limited ("HDFC")

1. Sanction Letter dated May 27, 2009 and Master Facility Agreement dated June 3, 2009

Rs. In million

Sanctioned amount	**Amount outstanding**	**Interest**	**Purpose of Loan/Repayment/Security**
1,500.00	1,319.95	Discount of 1.25% from the specified PLR currently at 13.00%, reset annually	• This loan has been availed of for the development of Prestige Golfshire. • The loan is re-payable in equal monthly instalments commencing from June 4, 2010 or earlier. • The loan has been secured by: a. Charge on immovable property and the building constructed/being constructed thereon situated at Thimmanahalli, Tylagere and Sonnanahalli villages, Kerehalli Ammanikere, Kundana Hobli, Devanahalli Taluk, Bangalore Rural District; b. Assignment of the sale proceeds of the project,'Prestige Golfshire'; c. Personal guarantees executed by our Promoters; d. Pledge of shares of Northland Holding Company Private Limited held by (i) Pennar Hotels and Resorts Private Limited; (ii) Foothills Resorts Private Limited; (iii) Downhills Holiday Resorts Private Limited; (iv) Irfan Razack; (v) Rezwan Razack; (vi) Noaman Razack and (vii) Badrunissa Irfan; e. Execution of a demand promissory note for the amount of the facility; and f. Post dated cheques towards interest and principal repayment of the facility.

2. Supplemental Loan Agreement dated November 30, 2007 and Sanction Letter dated November 15, 2007

(Rs. In million)

Sanctioned amount	**Amount outstanding**	**Interest**	**Purpose of Loan/Repayment/Security**
1,500.00	871.52	Linked to the specified PLR, currently at 12.25%	• This loan has been availed of for the purpose of funding our Ongoing Projects. • Tranche I of the loan (Rs. 1,000 million) is repayable in 60 monthly instalments commencing from end of November 2007 to October 2012; • Tranche II of the loan (Rs. 500 million) is repayable in 60 monthly instalments commencing from end of November 2007 to October 2012. • The loan has been secured by: a. Mortgage of property in Cessna Business Park, Kadabeesnahalli Village, Sarjapur-Marthahalli Outer Ring Road, Varthur Hobli, Bangalore East Taluk, Bangalore; b. Execution of a demand promissory note; c. Personal guarantees executed by our Promoters, Omer Bin Jung and Rabia Razack; and d. Irrevocable letters from specified lessees for remitting the

			monthly lease rent charges from the specified projects/buildings directly to the lender along with confirmation from the Company.

3. Term Loan Agreement dated October 26, 2007 and Sanction Letter dated October 24, 2007

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
1,000.00	799.63	12.25% per annum linked to the specified PLR	• This loan has been availed of for the purpose of developing serviced apartments and retail space in UB City. • Tranche I of the loan (Rs. 500 million) is repayable in 90 monthly instalments commencing from January 2008 to June 2015; and • Tranche II of the loan (Rs. 500 million) is repayable in 72 monthly instalments commencing from January 2008 to December 2013. • The loan has been secured by: a. Mortgage on 214,392 sq.ft. of built up area in Comet Block in UB City and the Company's 45% share in the retail space (57,642 sq.ft.) in 'Concord', 'Canberra' and 'Comet' Towers of the project 'UB City' located at No. 24, Vittal Mallya Road, Corporation Division No. 61, Bangalore; b. Personal guarantees executed by our Promoters, Omer Bin Jung and Rabia Razack; c. Hypothecation/assignment of rental receivables from grantees (retail lessees); d. Deposit of original lease agreements/lease deeds.

4. Sanction Letter February 17, 2010 dated and Memorandum of Entry for Deposit of Title Deeds dated April 12, 2010

Rs. In million

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
250.00	Nil	14% per annum	• This loan has been availed of for the purpose of meeting working capital requirements. • The loan is re-payable within a period of 60 days from the date of placement. • The loan has been secured by: a. Personal guarantee executed by Irfan Razack; and b. Mortgage of property situated at the 11th floor, measuring 26,696 sq.ft. Comet Block, U. B. City, Bangalore.

5. Sanction Letter dated July 21, 2010 and Loan Agreement dated July 28, 2010

Rs. In million

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
500.00	495.38	12% per annum	• This loan has been availed of for financing the project 'Prestige Dynasty'. • The loan is re-payable in 101 monthly instalments commencing from the subsequent month after the first disbursement in the following manner or earlier if so determined by the lender. 36 monthly instalments of Rs. 7.40 million, 64 monthly instalments of Rs. 8.36 million and one last instalment of Rs. 4.97 million. • The loan has been secured by: a. First mortgage on all that pice and parcel of property bearing municipal No. 33, Ulsoor Road, Bangalore measuring 54,687 sq.ft. and the building construed thereon, 'Prestige Dynasty'measuring 127,304 sq.ft. super built up area along with a terrace area of approximately 29,000 sq.ft.; b. Personal guarantees executed by our Promoters; c. Hypothecation/assignment of rent receivables from all the lessees tied for the facilities in the project 'Prestige Dynasty'

			for direct payment of lease rentals into the escrow account; and d. Irrevocable letters from all lessees tied up for the facilities in the project financed for remitting lease rentals into the escrow account.

6. Sanction Letter dated September 2, 2010 and Loan Agreement dated September 6, 2010

Rs. In million

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
1303.00	1,284.90	12% per annum, linked to the specified PLR	• This loan has been availed of for financing the project 'The Forum'. • The loan is re-payable in 108 monthly instalments commencing from the date of the first disbursement in the following manner or earlier if so determined by the lender. 33 monthly instalments of Rs. 18.21 million, 74 monthly instalments of Rs. 20.95 million and one last instalment of Rs. 21.00 million. • The loan has been secured by: a. Mortgage on that piece and parcel of the project financed by the loan, 'The Forum', No. 21, Hosur Road, Bangalore and the building thereon, 67.95% (129,391.06 sq.ft) of undivided share in the land and 236,694 sq.ft. of super built up area in the building along with 400 car parks; b. Personal guarantees executed by our Promoters; c. Hypothecation/assignment of rent receivables from all lessees tied up for the project financed by the loan and rent receivables to be deposited into the escrow account; and d. Undertaking to pay the lender the outstanding amount under the facility in case of breach/cancellation of lease deeds.

The following provisions are applicable in relation to the above loans availed of by the Company from HDFC Housing Finance Limited. Unless approved by the lender, the Company shall not:

- Contract, create, incur, assume or suffer to exist any indebtedness in any manner whatsoever except as otherwise permitted under the loan agreement;
- Undertake or permit any merger, demerger, consolidation, reorganisation, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction including creation of any subsidiary or permit any company to become its subsidiary;
- Create or permit to subsist any encumbrance or any type of preferential arrangement in any form on any of the assets of the Company or sell, transfer, lease or otherwise deal with any of its assets;
- Prepay any indebtedness incurred by the Company from any entity or person other than the lender;
- Make any investment, whether by way of deposits, financial facilities, or investments in share capital or otherwise, in any concern or provide any credit or give any guarantee, indemnity or similar assurance except as permitted by the loan agreement;
- Amend or modify its constitutional documents;
- Recognise or register any transfer in the shares of the Company made or to be made by the promoters and their associates except as maybe permitted by the lender;
- Buy back, cancel, retire, reduce, redeem, repurchase, or otherwise acquire any of its share capital now or hereafter outstanding, or set aside any funds for the foregoing purposes, or issue any further share capital whether on a preferential basis or otherwise or change its capital structure in any manner; or
- Engage in any other business activities other than what the Company is engaged in at the time of availing of the loan.
- If in the opinion of the lender, the profitability, cash flow and other circumstances so warrant, the lender shall be entitled to require the Company to pay the financial facility amount in a shorter period and in one lumpsum or such suitable instalments notwithstanding the period agreed to and stipulated in the respective loan agreements.

- If the sanctioned financial facility is not drawn by the Company within a stipulated time period, the lender may re-schedule the period of the facility in its own discretion.
- The lender is entitled to appoint a nominee director on the Board.
- Under one of the loan agreements, the lender has a step in right. For details, see "Risk Factors" on page 15.
- Under one of the loan agreements, the lender is entitled to charge additional interest at 18% per annum on delay by the borrower to repay the principal amount on its due date.

II Term loan taken by our Company from Indian Overseas Bank

Term Loan Agreement dated August 18, 2008 and Sanction Letter dated July 17, 2008

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
750.00	315.88	0.50% above the specified PLR, fixed at a minimum rate of 14.00%, currently at 14.50%	• This loan has been availed of for the purpose of funding our Ongoing Projects. • The loan is re-payable in 12 quarterly instalments of Rs. 62.50 million each without holiday period. • The loan has been secured by: a. Pari passu charge on our share in 'The Forum', 21, Hosur Road, Lakkasandra, Bangalore 560 029; and b. Personal guarantees executed by our Promoters.

The following restrictive provisions are also applicable in relation to the above loan availed of by the Company from Indian Overseas Bank. The Company shall not, without the prior consent of the lender:

- Change or in any manner alter its capital structure;
- Effect any scheme of amalgamation or reconstruction;
- Enlarge the scope of other trading activities, if any, undertaken by the Company at the time of making its application for loan and notified to the lender as such;
- Withdraw or allow to be withdrawn during the currency of the loan any moneys brought in by the directors of the Company; or
- Invest any funds by way of deposits, loans or in the share capital of any other concern so long as any money is due from the Company to the lender, though the Company is free to deposit funds by way of security with third parties in the normal course of its business.
- The lender reserves the right to amend, alter or withdraw the sanctioned credit facilities at any time without assigning any reason for the same.

III Vehicle Loan taken by our Company from Kotak Mahindra Prime Limited

Sanction letter dated December 7, 2007

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
5.20	0.33	No interest rate specified in the sanction letter, but currently at 10.25%. Repayment as per the repayment schedule	• This loan has been availed for the purchase of a car. • The loan is repayable in 36 monthly instalments of Rs. 167,180 each commencing from December 7, 2007. • The loan has been secured by hypothecation in favour of the lender of the car financed by the loan.

The following restrictive provisions are also applicable in relation to the above loan availed of by the Company from Kotak Mahindra Prime Limited.

- *Inter alia*, an event of default would be deemed to have occurred if the Company fails to pay an instalment as and when it falls due, if it fails to effect insurance cover the product, fails to perform or comply with any covenant or condition under the loan agreement, parts with the

possession of the hypothecated security or if the Company suffers an adverse material change in its financial condition as a result of which the lender deems the loan to be unsecured.

- The lender may at its discretion appropriate any payments made by the borrower under the loan agreement towards any other agreement or transaction entered into between the lender and the Company and such appropriation shall be final.

IV Vehicle Loan taken by our Company from Kotak Mahindra Prime Limited

Sanction letter and Loan Agreement dated November 26, 2009

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
4.69	3.34	No interest rate specified in the sanction letter, but currently at 8.00%. Repayment as per the repayment schedule	• This loan has been availed for the purchase of a car. • The loan is repayable in 36 monthly instalments of Rs. 146,010 each commencing from November 26, 2009. • The loan has been secured by hypothecation in favour of the lender of the car financed by the loan.

The following restrictive provisions are also applicable in relation to the above loan availed of by the Company from Kotak Mahindra Prime Limited.

- *Inter alia*, an event of default would be deemed to have occurred if the Company fails to pay an instalment as and when it falls due, if it fails to effect insurance cover the product, fails to perform or comply with any covenant or condition under the loan agreement, parts with the possession of the hypothecated security or if the Company suffers an adverse material change in its financial condition as a result of which the lender deems the loan to be unsecured.
- The lender may at its discretion appropriate any payments made by the borrower under the loan agreement towards any other agreement or transaction entered into between the lender and the Company and such appropriation shall be final.

V Term loan taken by our Company from LIC Housing Finance Limited

Term Loan Agreement dated February 25, 2009, Deed of Hypothecation dated March 2, 2009 and Sanction Letter dated January 31, 2009

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
1,000.00	757.19	15.25% per annum (fixed) payable monthly during the moratorium period and subsequently 15.25% (floating) linked to the specified PLR, currently at 14.00%	• This loan has been availed of for the purpose of developing Prestige South Ridge, Prestige Oasis and Prestige Atrium. • The loan is re-payable in 24 equal monthly instalments, after a moratorium period of 12 months. • The loan has been secured by: a. Mortgage of land belonging to Cessna Garden Developers Private Limited, at Kadabeesanahalli, Varthur Hobli, Outer Ring Road, Bangalore, 17/1, 17/3 and 17/4 measuring 5 acres and 6 guntas at the Outer Ring Road, Bangalore; b. Mortgage of the land belonging to Village De Nandi Private Limited, Kottige Timmanahalli, Kundana Hobli, Devanahalli Taluk, Bangalore under Sy. No. 9 to 13; c. Mortgage of the Company's development rights in Prestige Atrium, situated at Municipal No. 1-11, Central Street, Shivaji Nagar, Bangalore; d. Corporate guarantees executed by Cessna Garden Developers Private Limited and Village De Nandi Private Limited; e. Personal guarantees executed by our Promoters; and f. Hypothecation by way of first charge on the receivables and book debts in respect of Project Prestige South Ridge, Prestige Oasis and Prestige Atrium.

The following restrictive provisions are also applicable in relation to the above loan availed of by the Company from LIC Housing Finance Limited. Without the prior consent of the lender, the Company shall not:

- Raise loans or any other borrowing from any other source for the purpose of construction/completion of the projects for which the loan has been availed of or any part thereof;
- Sell, mortgage, lease, surrender or otherwise alienate or deal with the property or any part thereof mortgaged to the lender;
- Amalgamate or merge its property with any other adjacent property nor create any right of way or other easement on the property;
- Distribute dividend or declare bonus shares to shareholders when any installment of interest or principal payable to the lender has fallen due and has remained unpaid;
- Create or permit to subsist any encumbrance, mortgage or charge over all or any of the properties, assets or receivables of the Company, which are offered as security to the lender;
- Create, incur or assure further indebtedness for borrowed money or for deferred purchases except any indebtedness which arises in the ordinary course of business;
- Dilute the shareholding of the Promoters in the Company;
- Grant any loans, grant any credit, except in the ordinary course of business, to or for the benefit of any person other than itself; or
- Effect any change in the capital structure, management set up, depreciation method or accounting procedure.
- The lender reserves the right to accelerate the repayment of the loan availed of by the Company.
- The lender is entitled to appoint a nominee director on the Board.
- Our Company has undertaken to make good any shortfall in cash flows that may be required to meet the payment obligations under the loan agreement.
- Our Company has assigned in favour of the lender all receivables arising from Prestige South Ridge, Prestige Oasis and Prestige Atrium.
- Our Promoters have undertaken to make good the difference/shortfall in the resources of the borrower for completing the Project or cost overrun, time overrun, promoters to provide additional funds for the completion of the Project.

VI Term Loan taken by our Company from Punjab National Bank

Term Loan Agreement dated September 26, 2009 and Sanction Letters dated September 1, 2009 and September 26, 2009

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
1,500.00	750.00 (fund based) and 15.26 (non fund based)	1.50% above the specified PLR plus 0.50% of the term premia, and currently at 13.00% per annum, or as charged by other lenders, whichever is higher, currently at 13%	• This loan has been availed of for Construction of villas at Prestige Golfshire. • The loan is repayable in 25 equal monthly instalments after a maximum moratorium period of 11 months in line with HDFC, the other lender to Prestige Golfshire. Besides that, the Company is required to repay the loan on proportionate basis of issuing the NOC to individual buyers at the time of registration. • The loan has been secured by: a. Equitable mortgage on 72 acres 14 guntas acres of land belonging to Northland Holding Company Private Limited; b. First pari passu charge by way of hypothecation of all movable assets pertaining to Prestige Golfshire stored or installed at the site of the project as well as on sale consideration receivable from the prospective purchasers of Prestige Golfshire; and c. First pari passu charge on all receivables, including book debts and commissions, arising from Prestige Golfshire.

Note: As per the terms of the sanction letter, the project cost of Rs. 8,073.60 million is required to be met by debt of Rs. 3,000.00 million, Promoters' contribution of Rs. 1,650.00 million and advance from customers amounting to Rs. 3,423.60 million.

The following restrictive provisions are also applicable in relation to the above loan availed of by the Company from Punjab National Bank.

- The lender shall have the right to withdraw or modify all or any of the sanctioned conditions or stipulate fresh conditions under intimation to the Company.
- The Company agrees to not induct into its Board, persons who have been identified as wilful defaulters as per directions issued by the RBI. If any such person already occupies the post of a director on the Board, the Company undertakes to get such person removed from that post. The Company agrees to amend its articles of association to reflect the aforementioned requirement.
- Before the release of this loan, the Promoters shall induct 50.00% of their envisaged contribution (Rs. 825.00 million) towards Prestige Golfshire.
- The Company is required to bring in the Promoters' contribution and mobilization advance as envisaged in the projections given to the lender. In the event of a shortfall in raising the mobilization advance, the Promoters are required to bring in additional funds over and above their envisaged contribution.
- Shortfall in the receipt of payments from customers is required to be met by additional amounts of promoter contribution.
- Release of the loan amounts is to be based on the satisfactory progress of the development of Prestige Golfshire including induction of proportionate contribution from Promoters as well as customer advances.
- The Company undertakes to bring in additional contribution in the event of the contribution from customers falling below the projected level.
- During the subsistence of the loan, the Company shall not, without the prior consent of the lender, permit any transfer of its controlling interest or make any drastic change in its management set up, or divert the funds released by the lender for purposes other than for which it is sanctioned.
- Under the Deed of Hypothecation dated September 29, 2009, all sales, realizations and insurance proceeds from the assets that are hypothecated shall be held by the Company as the exclusive property of the lender and the lender shall not create any charge that would affect the hypothecated assets.

VII Short term loan taken by our Company from The Federal Bank Limited

Short Term Loan Agreement dated February 11, 2009, Memorandum of Entry dated April 17, 2009 and Sanction Letter dated January 9, 2009

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
250.00	177.53	2.00% above the specified PLR, subject to a minimum rate of 16.75%, currently at 16.85% per annum	• The purpose of this loan is the development of 'Prestige Dynasty', Ulsoor Road, Bangalore. • The loan is re-payable in nine equal quarterly instalments of Rs. 25.00 million commencing from November 11, 2009 and one instalment of 25.00 million shall be paid on January 1, 2012. • The loan has been secured by: a. Negative lien on phase I of Prestige Dynasty; b. A *pari passu* first charge by way of equitable mortgage on the Company's share of all that piece and parcel of the project 'The Forum' at Municipal no. 21, earlier forming part of Sy. No. 151 of Koramangala Village, and Sy. No. 67/2, 37/4, and 67/5 of Adugodi Village, Begur Hobli; and c. Personal guarantees executed by our Promoters.

The following restrictive provisions are also applicable in relation to the above loan availed of by the Company from the Federal Bank Limited.

- The project for which the loan is sanctioned shall be completed within the stipulated project completion date and no extension shall be sought.
- All cash flows pertaining to 'Prestige Dynasty' shall be routed through the lender.

VIII Term loan taken by our Company from ICICI Bank Limited

Credit Arrangement Letter dated December 28, 2009 and Facility Agreement dated January 20, 2010

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
1,400.00 (split into two tranches of Rs. 1,050.00 million and Rs. 350.00 million respectively)	1,186.50	0.5% above the specified PLR, subject to a minimum rate of 13.50% and reset every six months, currently at 13.50% per annum	• The purpose of the first tranche to the extent of Rs. 1,000.00 million was to repay the facility that was availed of from ABN Amro Bank. The balance of Rs. 350.00 million from the first tranche and the whole of the second tranche is to part finance Prestige Neptune Courtyard. • The loan is re-payable in 18 instalments commencing from July 15, 2010. • The loan has been secured by: a. Exclusive charge on the land, building and structures, of Prestige Neptune Courtyard, more particularly with a total built up area of 350,040 sq.ft, pertaining to 104 flats and the undivided share in the land area thereon; b. Exclusive charge by way of an equitable mortgage on the land, building and structures, at Survey No. 9, Kadubeesanahalli Village, Varthur Hobli, Bangalore South Taluk, measuring 8,395.9 sq.mts;Exclusive charge by way of an equitable mortgage on the land, building and structures, at Survey No. 9, Kadubeesanahalli Village, Varthur Hobli, Bangalore South Taluk, measuring 8,395.9 sq.mts; c. Exclusive charge by way of an equitable mortgage on the Company's share of receivables arising out of or in connection with the mortgaged property; and d. Personal guarantees executed by our Promoters.

The following restrictive provisions are also applicable in relation to the above loan availed of by the Company from ICICI Bank Limited.

- The Company is required to maintain a minimum receivables cover of 1.33 times of the principal outstanding during the tenor of the loan and any shortfall in the same is required to be met by assigning additional receivables.
- The Company is allowed to prepay the loan without a prepayment premium/discount within seven days of the interest reset dates, upon a prior notice of at least four days to the lender. Any such notice provided by the Company shall be irrevocable. For prepayment beyond the seven day period, prepayment premium/discount shall be payable.
- The letter provides for certain actions to be undertaken upon the occurrence of certain specified events:
  a. If the scheduled receivables actually received in any quarter exceed 1.33 times the projected cash flow after the expiry of six months from the date of first disbursal, or the moratorium period, whichever is earlier, the Company will be required to arrange for additional receivables as security when so demanded by the lender.
  b. If the scheduled receivables actually received in a quarter is lesser than 0.8 times the projected cash flows after the expiry of six months from the date of first disbursal, or the moratorium period, whichever is earlier, the Company will be required to arrange for additional receivables as security when so demanded by the lender.
- The Company is not permitted to change its constitution without the prior consent of the lender.
- An amount equivalent to 15% of the receivables of Neptune Courtyard deposited in the escrow account till July 15, 2010 shall be adjusted towards the principal outstanding and an amount equivalent to 40% of the receivables from Neptune Courtyard that is deposited in the escrow account from July 15, 2010 onwards shall be adjusted towards the principal outstanding.

- An amount equivalent to 50% of the receivables from Prestige Wellington Park that is deposited in the escrow account from onwards shall be adjusted towards the principal outstanding.
- A non disposal undertaking for holding at least 51% of the paid up share capital of the company is required to be provided by Irfan Razack and Rezwan Razack.
- Our Promoters Irfan Razack and Rezwan Razack have undertaken to make good any shortfall in the resources of the Company for completing the mortgaged projects.
- During the currency of the facility agreement, the Company shall not undertake or permit any reorganization, dissolution, merger, demerger, consolidation, arrangement or compromise with creditors or effect any scheme or amalgamation or reconstruction or amend or modify its constitutional documents.
- Without the approval of the lender, the Company is not permitted to appoint or remove any person(s) who exercise substantial powers of management of the affairs of the Company and the terms of appointment of such persons and their modification shall be subject to the approval of the lender.
- The events of default as per the facility agreement include the following:
  a. Failure to repay the amount borrowed as per the repayment schedule;
  b. Default in the performance of any covenant, representation or warranty provided by the Company to the lender;
  c. If any proceedings for winding up, liquidation or other similar proceedings have commenced against the Company or if a liquidator / receiver has been appointed in relation to it; or
  d. If any person acting singularly or with any other person acquires the control of the Company, without the prior consent of the lender;

On the occurrence of an event of default, the lender is entitled to enforce the security and /or demand repayment of all funds disbursed to the Company and/or refuses to disburse any more funds under the facility. In addition to the above, the lender may also require the Company to restructure its management.

- On the occurrence of an event of default, the lender shall have the following rights:
  a. The lender shall have the right to appoint and remove from time to time, the nominee whole time directors on the Board; and
  b. If the facility is denominated in Indian Rupees, in the event of the Company defaulting repayment of two consecutive installments, then the lender shall have a right to convert at its option, the whole or part of the facility outstanding into equity shares of the Company.

IX Short term loan from the State Bank of Hyderabad

Sanction Letter dated March 13, 2010, Loan Agreement dated March 29, 2010 and Memorandum of Entry dated March 31, 2010

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
750.00	750.00	At the specified PLR, current effective rate being 12.25%, currently at 12.25%	• The loan has been availed of for working capital purposes. • The loan is re-payable two quarterly instalments of Rs. 375.00 million each in December 2010 and March 2011. • The loan has been secured by: a. Land and fixtures on (a) Sy.No. 157(P) measuring 7 guntas; (b) Sy.No. 42 measuring 3 acres and 23 guntas; (c) Sy.No. 160 measuring 2 acres and 17 guntas; (d) Sy.No. 2/1 measuring 2 acres totally measuring 8 acres and 7 guntas situated at Pattandur Agrahara Village, Krishnarajapuram Hobli, Bangalore South Taluk; and b. Personal guarantees executed by our Promoters.

The following restrictive provisions are also applicable in relation to the above loan availed of by the Company from the State Bank of Hyderabad.

- The Company shall, as soon as the Board resolves to make a call in respect of the unpaid capital on its shares notify the lender of the same. The notice to the shareholders of the

Company in relation to payment of the calls are permitted to be made only after a period of seven days after giving the notice of the same to the lender.

- The Company undertakes to not (a) allow any receiver to be appointed in relation to any property mortgaged with the lender; (b) allow any distress or execution to be levied upon or against the same or any part thereof; (c) make any changes to the charter documents or capital structure without the consent of the lender.
- During the currency of the loan, the shareholding of the directors of the Company and the Promoters as on the date of the loan agreement shall not be varied without the prior consent of the lender.
- The lender has the right to appoint a nominee director on the Board during the currency of the loan agreement.
- During the currency of the loan, the Company shall not undertake the following activities without the prior consent of the lender:
  a. Change or in any manner alter the capital structure of the Company;
  b. Effect a scheme or reorganization or amalgamation;
  c. Declare dividend or distribute profits;
  d. Enlarge the scope of the activities undertaken by the Company;
  e. Allow the withdrawal of moneys brought in by the promoters and directives or relatives and friends of the Promoters or Directors;
  f. Invest funds of the Company in other concerns;
  g. Borrow or obtain credit facilities of any description from any other lender or credit agency or moneylenders or enter into hire purchase agreement.
- The loan agreement lays down certain events on the happening of which the loan amount becomes payable forthwith. These events include the following:
  a. Any instalment of the amount to be repaid remaining unpaid for a period exceeding one month after the due date for payment thereof has expired;
  b. Any interest remaining unpaid and in arrears for a period of one month after the same have become due whether demanded or not;
  c. The Company defaulting/breaching the covenants contained in the loan document.
- During the currency of the loan, the Company shall not make drastic changes in its management set up without the permission of the lender.
- During the currency of the loan, the Company undertakes to not repay any unsecured loans that have been obtained from Directors or their relatives.

X Term Loan availed of from a consortium comprising of Yes Bank Limited, United Bank of India, Andhra Bank and the Bank of Jammu and Kashmir with Yes Bank as the lead bank

Consortium Agreement dated January 21, 2010 entered into amongst Yes Bank Limited, United Bank of India, Andhra Bank, Jammu and Kashmir Bank and the Company

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
3,500.00	3,500.00	As specified in each sanction letter, currently at 12.50% per annum for all banks	• The loan has been availed of for part financing Prestige Shantiniketan. • The loan is re-payable in the manner provided for in each sanction letter. • The loan is secured in favour of all the lenders within the consortium by way of: a. First charge on all 169 unsold residential units (measuring 386,071 sq.ft) and commercial spaces (measuring 1,001,652 sq.ft.) pertaining to the share of the Company in Prestige Shantiniketan; b. Mortgage of immovable property backed by corporate guarantee executed by Prestige Realty Ventures (holding 22 acres of vacant land situated at Sy. No. 13, Navaratna Agrahara Village, Jala Hobli, Bangalore North Taluk; c. Corporate guarantee of Prestige Valley View Estates Private Limited; and d. Personal guarantees of all our Promoters.

The consortium loan agreement lays down following restrictive provisions relation to the above loan availed of by the Company:

- The right to make drawals under the facility ceases on May 31, 2010.
- The agreed completion date of the project financed by the loan is September 30, 2010.
- The Company agrees to implement the project that is being financed by the loan within the overall project cost and in accordance with the financial plan. The same is also undertaken to be completed by the stipulated completion date. As a result of the review conducted by the lenders, if the lenders are of the opinion that the Company has not implemented/is not likely to implement the project within the overall project cost and in accordance with the financial plan, or if the same is unlikely to be completed by the stipulated completion date, then the lenders may require the Company to revise the completion date, cost of the project, means of finance etc. and also impose such additional conditions on the facility as they may deem fit.
- As long as the loan availed of under the facility is outstanding, the Company agrees to notify the lenders of any acquisition of immovable property made by it and thereafter, as soon as possible, mortgage the marketable title of the same in favour of the lenders.
- During the currency of the loan, the Company has undertaken to not permit withdrawal of funds brought in by principal shareholders, directors or depositors without the prior approval of the lender.
- Prepayment is agreed to be allowed as per the terms and conditions contained in each of the sanction letters issued by the lenders.
- The lenders have a right to sell the mortgaged property at any time during the currency of the loan and use the sale proceeds towards the outstanding loan amount.
- The Company agrees to obtain the prior consent of the lenders before undertaking certain activities which include the following:
    a. Undertaking a new project or diversification, expansion or modernization of its business;
    b. Creating or undertaking indebtedness of any kind and in any manner;
    c. Creating or permitting any company to become the subsidiary of the Company;
    d. Carrying out material amendments or undertaking the cancellation of any document relation to the project being financed by the loan;
    e. Declaring or paying dividend to its shareholders before satisfying the dues to the lenders as existing on the date of declaration/payment of dividend;
    f. Changing the capital structure of the Company in any manner whatsoever;
    g. Appointing/removing any person who exercises substantial powers of management as on the date of the facility agreement.
- The lenders shall have the right to appoint/remove nominee directors on the Board from time to time.
- The following, amongst other grounds, constitute events of default under the facility agreement:
    a. Failure to make repayment of the facility in accordance with the agreed repayment schedule;
    b. Default in the performance of covenants and conditions contained in the facility agreement and other related documents;
    c. If the security provided by the Company is not insured or if its value depreciates to such an extent that in the opinion of the lenders it constitutes a material adverse effect under the facility agreement;
    d. If any person acting singularly or along with others acquires control of the Company;
    e. If the Company has indicated its inability to pay any of its indebtedness as and when they fall due; or
    f. If any of the lenders of the Company have cancelled the facility provided by them to the Company or the Company has committed a breach/default of any loan agreement entered into by it with any of its lenders.
- Upon the occurrence of an event of default, the lenders may declare the total outstanding principal and interest due from the Company payable forthwith and/or enforce the security.
- If the Company fails comply with the repayment schedule for two consecutive instalments, the lenders have the option to convert the total outstanding amount due from the Company into fully paid up equity shares of the Company.
- On the occurrence of an event of default, the lenders may suspend/terminate the facility.
- The lenders may unconditionally, with notice to the lenders, cancel the facility.

Terms of loan as per sanction letters issued by each of the lenders of the consortium:

(a) Sanction Letter dated December 30, 2009 issued by Yes Bank Limited

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
1,250.00	1,250.00	Floating at 4% per annum below the lender's prime lending rate, currently at 12.50% per annum	• The loan has been availed of for part financing Prestige Shantiniketan. • The loan is re-payable within 21 months from the date of the first disbursal. • Security for the loan has been created in favour of the consortium consisting of all four lenders in the manner indicated further below.

The sanction letter lays down the following terms and conditions in relation to the loan advanced by Yes Bank Limited:

- A minimum security coverage ratio of two times on the outstanding amount shall be maintained throughout the tenure of the facility. Any fall in the ratio will result into accelerated repayment of the facility to restore the minimum security cover to the level of twice the outstanding amount.
- Incremental disbursement from consortium beyond Rs. 2,300.00 million would be linked to promoter contribution/advance money from customers in the ratio of 1:3:1. Total estimated promoter contribution / advance from customer of Rs. 950.00 million to be brought by the Company.
- Post the initial disbursement of Rs. 2,300.00 million, any untied debt in the overall consortium debt of Rs. 3,550.00 million is required to be funded entirely by the Promoters.
- Any advances/receivables from sale of sold/unsold stock in excess of Rs. 950.00 million is agreed to be utilized towards accelerated prepayment of the facility, irrespective of the loan amortization schedule.
- The covenants undertaken by the Company in relation to this loan agreement includes the following:
  a. That at least 51% of the paid up share capital of the Company will be held by the Promoters and their family at all times during the currency of the loan; and
  b. That it shall not undertake or permit any reorganization, amalgamation, reconstruction, takeover or any other schemes of compromise or arrangement nor amend any provision of the charter documents that would adversely affect the rights of the lender.
- The events of default under the sanction letter includes the following:
  a. Failure to repay sums borrowed as and when they fall due;
  b. Change in the material ownership structure of the Company; and
  c. Cross default to other material agreements and indebtedness of the Company.

  On the occurrence of an event of default, the lender shall be entitled to terminate/suspend the facilities with immediate effect. The Company may also be required to pay all outstanding amounts with immediate effect.
- The lender has the right to cancel the unutilized portion of the facility, whether in part or in full, at any time during the currency of the facility without prior intimation of such cancellation to the Company.
- The terms of the facility is agreed to be reviewed by December 23, 2010.

(b) Sanction Letter dated October 26, 2009 issued by the United Bank of India

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
750.00	750.00	Floating at the bank's prime lending rate plus 0.50%, currently at 12.50% per annum and	• The loan has been availed of for part financing Prestige Shantiniketan. • The loan is re-payable 9 equal monthly instalments of Rs. 83.30 million each. The first instalment shall fall due on the last date of the 12th month from the date of the first disbursement of the term loan. • Security for the loan has been created in favour of the

	reset every month	consortium consisting of all four lenders on the properties indicated further below.

The sanction letter lays down the following terms and conditions in relation to the loan advanced by the United Bank of India:

- 77.54% of the project cost is required to be made in the form of Promoter contribution and advances from customers.
- Penal interest is agreed to be charged in the following situations:
  a. Default by the Company in the payment of loan instalments and/or servicing of monthly interest;
  b. Non compliance of terms of sanction; and
  c. Non submission of requisite data for review of the account as may be required by the lender.
- During the tenure of the loan, the Company shall not, without the consent of the lender:
  a. Formulate any scheme of amalgamation or reconstruction;
  b. Enter into a borrowing arrangement with other lender(s); or
  c. Sell, assign, mortgage or dispose off any of its assets.
- The SL is valid only for three months from the date of communication of the same to the Company.

(c) Sanction Letter dated January 20, 2010 issued by the Andhra Bank

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
750.00	750.00	Floating at the lender's prime lending rate plus 1%, currently at 12.50% per annum	• The loan has been availed of for part financing Prestige Shantiniketan. • The loan is re-payable 9 monthly instalments after a moratorium period of 12 months from the date of the first disbursement. • Security for the loan has been created in favour of the consortium consisting of all four lenders on the properties indicated further below.

(d) The sanction letter lays down the following terms and conditions in relation to the loan advanced by the Andhra Bank:

- In case of default in repayment of the principal amount or the interest on the same, liquidated damages at the rate of 2% per annum over the documented rate would be levied by the lender.
- The project is expected to be completed by March 2010.
- The facility shall attract a prepayment fee of 1% on the total amount prepaid.
- The Promoters are required to provide an undertaking to the effect that they shall (a) meet any overrun in the project cost; (b) meet any deficit in the proposed promoter contribution amount in relation to the project as defined in the business plan of the Company.
- In the event of a default, the lender is entitled to appoint a nominee director on the Board.
- The following events, inter alia, constitute events of default under the sanction letter:
  a. Failure of the Company to make repayment of the moneys borrowed on the due date;
  b. Inability of the Company to start commercial operations within the projected time frame and the envisaged project cost as defined in the base case business plan;
  c. Failure of the Company to comply with any of the provisions contained in the loan documents;
  d. Misrepresentation by the Company in relation to the loan documentation.
- If an event of default occurs and the same continues beyond the curing period of 30 days, the lender may take any or all of the following actions:
  a. Accelerate the maturity of the facility;
  b. Enforce the security interest;
  c. Declare the commitments to be cancelled or suspended; and/or
  d. Exercise all other rights available to the lender under the loan documents or under law.

Sanction Letter dated January 13, 2010 issued by the Jammu and Kashmir Bank Limited

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
750.00	750.00	Floating at the lender's prime lending rate, currently at 12.50% per annum	• The loan has been availed of for part financing Prestige Shantiniketan. • The loan is re-payable 9 monthly instalments after a moratorium period of 12 months from the date of the first disbursement. • Security for the loan has been created in favour of the consortium consisting of all four lenders on the properties indicated further below.

The sanction letter lays down the following terms and conditions in relation to the loan advanced by the Jammu and Kashmir Bank Limited:

- The prepayment option on the facility attracts a prepayment fee of 1% on the amount prepaid.
- The Promoters are required to undertake to (a) meet any overrun on the cost of the project being financed by the loan; and (b) meet any deficit in the proposed promoter contribution as pr the business plan of the Company.
- The Company shall not, without the consent of the lender, undertake any of the following activities:
  a. Effect a change in the capital structure of the Company;
  b. Implement a scheme or acquire fixed assets, unless it is done in the normal course of business; or
  c. Enter into financing arrangements with any institution.
- The following events, inter alia, constitute events of default under the sanction letter:
  a. Failure by the Company to repay the moneys borrowed on the due date for such repayment;
  b. The Company becoming unable to start commercial operations within the projected time frame and the envisaged project cost as defined in the base case business plan;
  c. The failure by the Company to comply with any of the provisions contained in the loan documents;
  d. Misrepresentation by the Company in relation to the loan documentation.
- Penal interest, at the rate of 2% over the applicable normal interest rate shall be charged in the following situations:
  a. Default in the repayment of loan instalments and/or servicing of monthly interest;
  b. Non compliance with the terms of the sanction.
- The Promoters shall not sell, transfer or otherwise dispose off create any charge or encumbrance on equity shares held by them in the Company during the currency of the loan.
- The Company shall not allow the repayment of money brought in by the Promoters, Directors or principal shareholders of the Company without the prior permission of the lender.

XI Short term loan availed of from Standard Chartered Bank

Sanction Letter dated November 20, 2009

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
200.00	197.00	To be determined at the time of each withdrawal, currently at 9.50% per annum	• The loan has been availed of to meet construction costs and for the development of real estate projects. • The loan is re-payable within a period of 12 months from the date of disbursal. • The loan is secured by a standby letter of credit issued by a third party in favour of the lender.

The following restrictive covenants are contained in the sanction letter issued by the Standard Chartered Bank:

- Any event of default in the terms of the loan would attract a penal interest rate of 16% per annum or such other rate as per the discretion of the lender.
- Collateral Security for the loan is required to be a standby Letter of Credit issued by an international bank. Such collateral is required to cover exposure with a 110% margin at all times. Shortfall in the margin below 104.50% shall require top up to maintain the 110% limit. Shortfall in the margin to 103% or below will give the lender the unilateral right.
- The facility shall attract prepayment charges at 2% in the following events:
  a. Repayment of the outstanding loan amount by the Company before the date on which such amount is due for repayment; and
  b. If the Company fails to avail of the facility within 60 days immediately after the date of grant.
- The lender has the right to cancel the facility in part or full and demand repayment of all dues without assigning any reason.

XII Letter of Credit and Bank Guarantee facilities availed of from the State Bank of India

Letter regarding the grant of individual limits within the overall limits dated April 26, 2010, Omni Bus Guarantee dated April 26, 2010 and Agreement cum Indemnity dated April 26, 2010

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
480.00 (inclusive of a letter of credit facility of Rs. 120 million and a bank guarantee of Rs. 360 million)	307.28	13.50% per annum	• The facility has been availed for the import of various materials relating to construction of residential and commercial buildings. • The facility has been secured by: a. Mortgage of property bearing number BBMP Khatha No. 351/71 in Whitefield sub division, Whitefiled Road, Hagadur Village, K.R Puram Hobli, Bangalore South Taluk; and b. Personal guarantees executed by our Promoters.

The following restrictive provisions are also applicable in relation to the above facility availed of by the Company from the State Bank of India.

- The Company has agreed to accept and pay in due course all documents, drafts, bills drawn within the terms of letters of credit established pursuant to the requests/applications made in the manner stated in above paragraphs and to take up and pay for all documents negotiated there under on presentation. Failure by the Company to do the same entitles the lender to sell the goods covered by the letter of credit before or after arrival.
- The Company agrees to indemnify and hold harmless the lender against all costs, losses and expenses incurred by it.

XIII Term Loan availed of from Lakshmi Vilas Bank

Sanction Letter dated May 3, 2010 and Memorandum of Entry for Deposit of Title Deeds dated May 28, 2010

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
500.00	500.01	13.50% per annum	• The loan has been availed of for investment in the Company's ongoing residential/commercial real estate projects. • The loan is repayable in 12 equal monthly instalments after a holiday period of 12 months. • The loan has been secured by: a. Mortgage of land measuring 7 acres 23 guntas and building situated at Sy. No. 56/5, 58/1 and 58/2, Village Panchayat Khata Number 153/1, Adde Vishwanathapura, Hessaraghatta Hobli, Bangalore; b. Corporate guarantee executed by Prestige Leisure Resorts

	Private Limited; and c. Personal guarantees executed by our Promoters, Irfan Razack and Rezwan Razack.

The following restrictive provisions are also applicable in relation to the above loan availed of by the Company from the Lakshmi Vilas Bank.

- The Company is required to authorize the lender to exchange details of the loan sanctioned by it to other banks extending credit facilities to the Company.
- The Company is required to provide an undertaking to the effect that they will not divert the loan proceeds to inter corporate deposits, debentures, stocks, shares, investments in associates or investments in speculative real estate.
- The Company shall keep the lender informed of the occurrence of any event that is likely to have a substantial effect on its operations, revenues and profits etc. and the remedial steps proposed to be taken by the Company in that connection.
- The lender reserves the right to review, modify or cancel any of the terms and conditions of the sanction or to withdraw the facility in the event of any material change in circumstances including but not limited to change in management, ownership, shareholding pattern and material adverse changes in the financial conditions of the Company.
- The lender reserves the right to cancel, suspend or reduce any of the facilities and to alter, amend, vary or modify the terms of the sanction including the rate of interest.
- Limits should be availed within three months from the date of sanction.

XIV Working Capital Loan availed of from IFCI Limited

Sanction Letter dated June 1, 2010 and Memoranda of Entry dated June 26, 2010 and June 28, 2010 respectively

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
750.00	750.00	14.00% per annum	• The loan has been availed to meet the working capital requirement of the Company. • The loan is repayable in 8 quarterly instalments after an initial moratorium of 12 months from the date of first drawdown. • The loan has been secured by: a. Exclusive charge and mortgage of land and building belonging to Prestige Garden Resorts Private Limited, at Sy. No. 192, 195, 196 and 79, block no. 112, 79 in Block no. 5, 79 in block number 9, Devanahalli Road, Shettigere and Doddajala Village, Jala Hobli, Bangalore; b. Exclusive charge and mortgage of land on New Airport Road, measuring 5 acres and 34 guntas belonging to Prestige Garden Resorts Private Limited, at site No. 186 and 189, Devanahalli Road, Doddajala Village, Jala Hobli, Bangalore; c. Exclusive charge and mortgage of land measuring 4 acres and 13 guntas known as Cessna Tech Park, Ring Road, Bangalore, belonging to Cessna Garden Developers Private Limited, at Sy. No. 8/1 and 8/2, CISCO SEZ Unit, Outer Ring Road, Kaadubeesanahalli Village, Varthur Hobli, Bangalore; and d. Personal guarantees executed by our Promoters, Irfan Razack and Rezwan Razack.

The following restrictive provisions are also applicable in relation to the above loan availed of by the Company from IFCI Limited.

- The Company has undertaken to pay a prepayment premium at the rate of 2% of the amount prepaid during the currency of the loan.
- Non payment of interest/installment on the due date will attract compound interest at 17.50% and penal interest at 2% per annum on the overdue interest/installment;
- The rate of interest maybe reviewed after 12 months from the date of disbursement and terms of sanction may be reviewed on a mutually agreed basis;

- In the event of down gradation in the existing rating of its short term paper, the rate of interest on the loan may be revised on a mutually agreed basis or the Company shall have the option to prepay the loan without any prepayment charges.
- Any default reported by any lender would be treated as an event of default and the lender would take necessary action as warranted, including sale of assets mortgaged.

XV Term Loan availed of from a consortium comprising of Punjab National Bank, Canara Bank, Bank of Baroda, State Bank of Travancore, State Bank of Mysore and Allahabad Bank with Punjab National Bank as the lead bank

Common Loan Agreement dated July 23, 2010 entered into amongst Punjab National Bank, Canara Bank, Bank of Baroda, State Bank of Travancore, State Bank of Mysore and Allahabad Bank and the Company

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
2,150.00	371.81	As specified in each sanction letter, currently at 12.50% per annum for all banks	• The loan has been availed of for construction of Prestige Hilton. • The loan is re-payable in the manner provided for in each sanction letter. • The loan is secured in favour of all the lenders within the consortium by way of: a. Project land bearing municipal nos. 10, 10/1, 11 and 11/1 of Ulsoor Road and municipal nos. 25/3, 25/4, 25/5, 25/6 and 25/7 of Kensington Road, Municipal ward no. 81, Ulsoor, Bangalore, the proposed construction building (hotel), plant and machinery, furniture and fixture of the proposed hotel measuring 104, 349.95 sq.ft. on a pari passu basis; b. First charge on all future book debts, operating cash flows, revenues and receivables of the project; c. First charge by way of assignment or creation of security interest of: (i) all the rights, title, interest, benefits, claims and demands whatsoever of the Company in the permits, approvals and clearances pertaining to the project; (ii) all the rights, title, interest, benefits, claims and demands whatsoever of the Company in letter of credit, guarantee, performance bond, corporate guarantee, bank guarantee provided by any party to the project documents; (iii) all insurance contracts/insurance proceeds; d. First charge on the Trust and Retention Account, Debt Service Reserve Account and other reserves and any other bank accounts of the Company, wherever maintained; and e. Personal guarantees of all our Promoters.

The common loan agreement lays down following restrictive provisions relation to the above loan availed of by the Company:

- The Company agrees not to undertake any new project or expansion scheme without obtaining prior consent of lenders unless the expenditure on such expansion, etc is covered by the borrower's net cash accruals after providing for dividends, investments etc., or from long term funds received for financing such new projects or expansion.
- Company agrees not to change its capital structure or permit withdrawal or disinvestment of the monies brought in by the Promoters as equity or debt without the prior consent of the lender.
- The lenders shall have the right to appoint/remove nominee directors on the Board from time to time.
- The Company agrees to obtain the prior consent of the lenders before undertaking certain activities which include the following:
  a. Changing the capital structure of the Company in any manner whatsoever;
  b. removing any person who exercises substantial powers of management as on the date of the common loan agreement.
- The following, amongst other grounds, constitute events of default under the facility agreement:

a. Failure to make repayment of the facility in accordance with the agreed repayment schedule;
b. Any statement, representation, warranty or confirmation contained in this common loan agreement being found to be untrue or incorrect;
c. Default in the performance of covenants and conditions contained in the common loan agreement and other related documents;
d. There is a material breach or default by the Company of any covenant or other obligations under any of the Project Documents or other documents assigned to the lenders under the security;
e. The security created in favour of the lenders or the charges thereon in favour of the lenders becomes wholly or partially invalid or unenforceable for any reason or are prejudiced for any reason;
f. This common loan agreement or any related documents (i) is or becomes invalid, illegal or unenforceable; (ii) ceases to be in full force and effect, or assigned or transferred or materially amended or prematurely terminated without prior written consent of the lenders.

- Upon the occurrence of an event of default, the lenders may (i) declare that the obligations of the lenders to make nay further advances shall be cancelled, whereupon the same shall be cancelled; and/or (ii) exercise any or all rights and recourses conferred under or made pursuant to this agreement, the security and any other facilities extended by the lenders.

Terms of loan as per sanction letters issued by each of the lenders of the consortium:

(a) Sanction Letter dated June 1, 2010 issued by the State Bank of Mysore

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
150.00	40.25	0.25% above the specified PLR, present effective rate being 12.50% per annum	• The loan has been availed of for construction of Prestige Hilton. • The loan is re-payable in 96 monthly instalments payable from the 25th month of the first drawdown after moratorium of 24 months. • Security for the loan has been created in favour of the consortium consisting of all the lenders in the manner indicated further below.

(b) Sanction Letter dated June 3, 2010 issued by Punjab National Bank

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
500.00	151.03	BPLR + Term Premia + 1%, currently at 12.50% per annum and reset on commencement of commercial operations and every year thereafter	• The loan has been availed of for construction of Prestige Hilton. • The loan is re-payable in 96 monthly instalments payable from the 25th month of the first drawdown after moratorium of 24 months. • Security for the loan has been created in favour of the consortium consisting of all the lenders in the manner indicated further below.

(c) Sanction Letter dated June 7, 2010 issued by the Allahabad Bank

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
200.00	100.00	Floating at the bank's prime lending rate plus 0.50%, currently at 12.50% per annum and	• The loan has been availed of for construction of Prestige Hilton. • The loan is re-payable in 96 monthly instalments after the construction moratorium of 24 months. • Security for the loan has been created in favour of the consortium consisting of all the lenders in the manner indicated further below.

		reset after two years from date of first drawdown or COD whichever is earlier and thereafter every one year	

(d) Sanction Letter dated May 3, 2010 issued by the Bank of Baroda

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
500.00	Nil.	BPLR + 0.50% currently at 12.50% per annum and reset after 2 years	• The loan has been availed of for construction of Prestige Hilton. • The loan is re-payable in 95 monthly instalments of Rs. 7.29 million and last instalment of 7.26 million starting from March 2012. • Security for the loan has been created in favour of the consortium consisting of all the lenders in the manner indicated further below.

The sanction letter lays down the following terms and conditions in relation to the loan advanced by the Bank of Baroda:

- In case of default in repayment of the principal amount or the interest on the same, penal interest at the rate of 2% per annum over the applicable rate would be levied by the lender.
- The facility shall attract a prepayment fee of 1% on the total amount prepaid if prepaid out of debt swap and no charges if prepaid out of internal accruals/owned funds.

(e) Sanction Letter dated May 20, 2010 issued by the Canara Bank

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
500.00	Nil.	BPLR + 0.50% currently at 12.50% per annum	• The loan has been availed of for construction of Prestige Hilton. • The loan is re-payable in 96 monthly instalments starting from March 2012. • Security for the loan has been created in favour of the consortium consisting of all the lenders in the manner indicated further below.

The sanction letter lays down the following terms and conditions in relation to the loan advanced by the Canara Bank:

- The prepayment option on the facility attracts a prepayment fee of 2% on the amount prepaid.
- In case of default in repayment of the principal amount or the interest on the same, penal interest at the rate of 2% per annum over the applicable rate would be levied by the lender.

(f) Sanction Letter dated March 22, 2010 issued by the State Bank of Travancore

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
300.00	80.53	Floating at SBTPLR + 0.25% currently at 12.50% per annum and reset after 2 years	• The loan has been availed of for construction of Prestige Hilton. • The loan is re-payable in 96 monthly instalments from 25th month of first draw down. • Security for the loan has been created in favour of the consortium consisting of all the lenders in the manner indicated further below.

The sanction letter lays down the following terms and conditions in relation to the loan advanced by the State Bank of Travancore:

- The prepayment option on the facility attracts a prepayment fee of 2% on the amount prepaid.
- In case of default in repayment of the principal amount or the interest on the same, penal interest at the rate of 2% per annum over the applicable rate would be levied by the lender.
- During the tenure of the loan, the Company shall not, without the consent of the lender:
  a. Formulate any scheme of amalgamation or reconstruction;
  b. Enter into a borrowing arrangement with other lender(s);
  c. Declare dividends for any year except out of profits relating to that year after making all due and necessary provisions; or
  d. Sell, assign, mortgage or dispose off any of its assets.

XVI Vehicle Loan taken by our Company from HDFC Bank Limited

Sanction letter dated December 8, 2009

(Rs. In million)

Sanctioned amount	Amount outstanding	Interest	Purpose of Loan/Repayment/Security
4.36	3.24	No interest rate specified in the sanction letter, but currently at 8.94%. Repayment as per the repayment schedule	• This loan has been availed for the purchase of a car. • The loan is repayable in instalments of Rs. 137,600 each commencing from December 5, 2009. • The loan has been secured by hypothecation in favour of the lender of the car financed by the loan.

The following restrictive provisions are also applicable in relation to the above loan availed of by the Company from HDFC Bank Limited.

- Pre payment of the loan is allowed only at the sole discretion of the lender and with a minimum written notice of 30 days. A schedule of prepayment charges is also enclosed in the sanction letter.
- Events of default under the loan arrangement includes the following:
  a. Failure to pay to the lender any sum that is due under the loan arrangement;
  b. Failure by the Company to pay insurance premium on the hypothecated vehicle; or
  c. Destruction of the hypothecated vehicle by any cause.

Some of the common terms contained in the above loan agreements are provided below:

The Company shall not, without the prior consent of the lender:

- Contract, create, incur, assume or suffer any indebtedness in any manner except as otherwise permitted, unless such indebtedness is incurred in the ordinary course of business;
- Create or permit to subsist any encumbrance or any type of preferential arrangement in any form on any of the assets of the Company;
- Stipulated prepayment charges are applicable in the event the Company pays back the loan amount or part of it before its due date;
- Sell, mortgage, lease, surrender or otherwise alienate or deal with the property or any part thereof mortgaged to the lender;
- Pay any commission to directors, promoters, managers, or other persons for furnishing guarantees, indemnities or undertakings in connection with the indebtedness incurred by the Company;
- Undertake any new project, diversify, modernise or expand any of its existing projects;
- Unless authorised, let out or otherwise part with the possession of the property on which security for the loan is created;
- Effect any change in the capital structure, management set up, depreciation method or accounting procedure; or

- Amend or modify its constitutional documents.
- The Company shall keep all property with respect to which security is created fully insured at all times.
- The Company shall maintain adequate insurance cover over all assets over which security has been created with the lenders.
- The sanctioned loans shall not be used for any other purpose other than for which it is sanctioned.
- The Company's default under the a particular is deemed to be a default under all other facilities availed of by the Company from that lender and the lender may thereafter declare all moneys owed by the Company to the lender immediately due and payable.

SECTION VI – LEGAL AND OTHER INFORMATION

OUTSTANDING LITIGATION AND MATERIAL DEVELOPMENTS

Cases filed against our Company

Civil litigation

1. A civil suit bearing O.S. No. 1958/2007 has been filed by Gaffer Baig seeking permanent injunction against Chaitanya Projects Private Limited before the City Civil Court, Bangalore. Our Company is the second defendant in the suit. The contention of the plaintiff is that the defendants have encroached on the property belonging to the plaintiff, situated in Sy. No. 136 (old 122) of Nagondanahalli Grama, K.R. Puram Hobli, Bangalore to an extent of 2.35 acres while constructing a compound wall and developing layouts of 'Prestige Glen Morgan', developed by our Company. However our Company has maintained, in its written statement, that no encroachment had occurred. Our Company has further alleged that the new survey numbers were allotted based on a sketch prepared by the survey department, which failed to serve notice on the defendants as required under law. An interim order was passed by the Civil Judge (Junior Division), Bangalore Rural District on this matter on February 22, 2008. Accordingly, the interim application filed by the plaintiff seeking interim injunction to restrain the defendants from constructing unauthorised walls on the suit property was dismissed. An interim application filed by our Company seeking exclusion of our Company's name from the list of defendants and interim applications filed by defendant 3, Castlewood Investments seeking restoration of status quo ante and status quo were also dismissed. Our Company has preferred an appeal before the Vacation District and Sessions Judge, Bangalore Rural on the above order, seeking exclusion of our Company's name from the list of defendants in O.S 1958/2007 and setting aside of the interim order dated February 22, 2008. The matter is pending for further arguments. Appeals (MA 74/2008 and MA 75/2008) have also been preferred by defendant three for restoration of status quo ante and status quo on the matter. The civil suit and the appeals are pending.

2. A civil suit bearing O.S. No. 277/2008 has been filed by Ullas K.G and others against Castlewood Investments and others before the Principal Civil Judge, Bangalore Rural District, Bangalore. Our Company is the second defendant in the suit. The contention of the plaintiff is that they are the joint owners of the property located at site bearing Sy. No. 79, Nagondanahally, Whitefield, which forms part of 'Glen Morgan' and they have erected a fence around the property. The plaintiff has also applied for an interim injunction to restrain the defendants from carrying out any illegal construction of compound walls on the suit property. The matter is posted for filing of written statement by the defendants. The matter is pending.

3. Civil suits bearing O.S. No. 967/2006 have been filed by Soumitro Shome and others against our Company before the City Civil Court, Bangalore. The plaintiffs have filed the suits seeking to restrain the defendants from carrying on any construction in the private garden area of the plaintiff's residential property located at numbers eight and nine on the ground floor of south block, Prestige Langleigh, second phase, Whitefield, Bangalore. Further, the plaintiffs allege that our Company intends to demolish the compound wall to the south of Prestige Langleigh apartments and use the space and the adjoining municipal road as car parks for Prestige Palms, located to the south of Prestige Langleigh. The Plaintiffs have also sought for an interim injunction to restrain our Company from carrying on the above activity. Our Company has filed a written statement on September 16, 2006 denying the allegations made by the plaintiff. On an application made by the plaintiff, the court granted an *ex-parte* temporary injunction on July 22, 2006 restraining our Company from disturbing the peaceful possession of the private garden area and from providing car parking area in the pathway provided on the south of Prestige Langleigh apartments by converting it to a car park. Our Company has filed an interim application for vacation of the *ex parte* order of the court which was dismissed on November 3, 2006. The matter is pending.

4. A civil suit bearing O.S. No. 25642/2007 has been filed by C.S. Rajan Nambiar against Saroj Gupta and others before the City Civil Court, Bangalore. Our Company is the fourth defendant in the suit. The contention of the Plaintiff is that the eviction of the plaintiff, purported tenants of the property bearing municipal No. 88/2 (Old No. 33/2), Ulsoor Road, Bangalore relating to our project 'Prestige Dynasty' is not binding. The suit has been filed for declaration that decree of eviction of the plaintiff passed in civil suit bearing No. 1678/99 is not binding and the plaintiff is seeking a permanent injunction to restrain the execution of the decree. The matter is pending.

5. A civil suit bearing O.S. No. 15595/2006 has been filed by Andrews Development & Investment Enterprises and others against Square Projects Associates and others before the City Civil Court, Bangalore. The suit relates to a dispute relating to shop property situated at numbers 104 to113, Andrews Building, M.G. Road, Bangalore. Our Company has been impleaded as a party and the alleged case against our Company is unjust enrichment by purchase of disputed property. Our Company filed an objection to the same stating that the Company is the absolute owner and is in possession of the property pursuant to a duly executed sale deed. The matter is pending and has been posted for hearing the interim application.

6. A civil suit bearing O.S. No.1688/2005 has been filed by Srinivasa Reddy and others against Chikkapillappa and others before the Additional City Civil Judge (Senior Division), Rural District, Bangalore. Anjum Razack and Rezwan Razack representing our Company are the second and third defendants respectively. The plaintiff has sought permanent injunction restraining the defendants from constructing on the property measuring 6.18 acres located at Sy. No. 52/2, 44/2, 1/10, 30/14, 53/2 at Addevishwanathpura Village, North West County. Our Company is a party only to the dispute concerning property measuring three guntas, situated at Sy. No. 53/2. The contention of the plaintiff that they are eligible for proportionate share in the suit property as grandsons of Late Munivenkata Reddy. Chikkapillappa acquired the property under a Panchayat Parikhat and thereafter sold to the same to our Company. The court granted a temporary injunction on August 04, 2005 restraining our Company from undertaking any construction activity on the property and to restrain from alienating the property further. The matter is pending.

7. A civil suit bearing O.S. No. 4030/2009 has been filed by V.S. Balasubramanyam and others against L.K. Trust and others. Our Company is the third defendant in the suit. The plaintiff has claimed ownership over property measuring 9.72 acres situated at Sy. No. 43 and 125, Ittamadu Village and Hosakerehalli Village, Bangalore, relating to our project 'Prestige South Ridge'. The contention of the plaintiff is that the second defendant, Highland Enterprises executed a development agreement with our Company for development of the suit property pursuant to which construction activities have been undertaken on the property, without authority. The plantiff seeks a mandatory injunction to restrain the defendants from entering into the property and also to direct the defendants to demolish unauthorised constructions on the property. An interim application seeking interim injunction has also been filed in this regard. The defendants have filed their respective written statements and statement of objections to the interim application. The matter is pending.

8. A civil suit bearing O.S. No. 5688/2009 has been filed by C. Ahamed Pasha against our Company before the City Civil Court, Bangalore. The plaintiff claims ownership over the property situated at Municipal No. 10, 10A and 11 (old No. 4, which was subsequently renumbered as 6 and 6A), Kensington Road, Clarandan hall (Begum hall), Ward No. 81, Ulsoor, Bangalore relating to our project 'Hilton Hotel'. The contention of the plaintiff is that the defendants have entered into the plaintiff's property, which was bequeathed to him by his relative C. Abdul Rahman, and interfered with the peaceful possession. The plaintiff seeks a perpetual injunction to restrain the defendant from interfering with the plaintiff's peaceful possession of the property. The matter is pending.

9. A civil suit bearing O.S. No. 6733/07 has been filed by B. Zahir Ahamed against Ramachandra and others before the Seventeenth Additional City Civil and Sessions Judge, Bangalore. Our Company is the thirteenth defendant in the suit. The plaintiff claims that he had executed a memorandum of understanding with the first and second defendant for

purchase of property situated at No. 33 (Old No.3), Ulsoor Road, Bangalore in relation to our project 'Prestige Dynasty'. The contention of the plaintiff is that the first and second defendant executed a lease deed with our Company in violation of terms contained in the memorandum of understanding. The suit has been filed for specific performance of execution of sale deed in furtherance to the memorandum of understanding, for the balance consideration. The plaintiff has also sought the joint execution of the sale deed by our Company, by which our Company shall denounce its leasehold interest in the property. The first and second defendants have filed interim applications for rejection of plaint and dismissal on March 24, 2008. The plaintiff has filed an interim application on August 22, 2007 seeking an ad-interim injunction to restrain the first, second and thirteenth defendant from carrying on construction activities on the suit property, pending disposal of the suit. Our Company filed a written statement and a statement of objections on October 26, 2007. The matter is pending and has been posted for hearing the interim applications filed by the first and second defendant.

10. A civil suit bearing O.S. No. 9294/2004 has been filed by M. Nagaraju against Damagunta Rajeshwaramma and others before the City Civil Court, Bangalore for partition and separate possession of property. Our Company is the fifth defendant in the suit. The plaintiff claims that the property measuring one acre situated at Sy. No. 6, Kadubeesanahalli Village, Varthur Hobli, Bangalore South relating to our project 'Cessna Business Park' belongs to the HUF of the plaintiff. The first defendant has sold the property in favour of our Company, pursuant to which our Company has undertaken construction activities on the property. The plaintiff has also prayed that the sale in favour of the Company be set aside. Our Company has filed an interim application on October 28, 2006 to delete our Company's name as a party to the suit. The plaintiff has filed objections to the same. The matter is pending.

11. A civil suit bearing O.S. No. 1083/2008 has been filed by Chowdamma against Akkayamma and others before the Civil Judge (Senior Division), Bangalore for partition and for setting aside the sale deed executed in favour of our Company in respect of 9.77 acres of land situated at Sy. No. 62/1, Addevishwananthapura Village, Hesarghatta Hobli, Bangalore North, forming part of our project 'Oasis'. Our Company has filed a written statement and also preferred an interim application before the Second Additional Civil Judge (Senior Division), Bangalore North seeking orders to direct the plaintiff to pay sufficient court fees as required under the Karnataka Court Fees and Suit Valuation Act, 1958. The matter is pending.

12. A civil suit bearing O.S. No. 7039/2003 has been filed by Mandali Ranganna and others against Ramachandra and others before the Eighteenth Additional City Civil Judge, Bangalore for partition of the plaintiff's property which relates to our project 'Prestige Dynasty'. Our Company is the twelfth defendant in the suit. The contention of the plaintiff is that the properties situated at No. 33 (Old No.3), Ulsoor road, Bangalore and at No. 108, 109 and 110 located at Jumma Masjid Road (Old OPH Road), Bangalore relating to our project 'Prestige Dynasty' belongs to the joint family of the plaintiff and was being managed by the first and second defendant, who alienated the property without authority. Based on interim applications filed by the plaintiff in the suit, the Additional City Civil Judge granted a temporary injunction on September 12, 2006, restraining the defendants from constructing on the suit property The defendants preferred an appeal over the above interim order before the High Court of Karnataka and the High Court of Karnataka has passed on order on March 14, 2007 whereby our Company has been permitted to construct on the suit property pending disposal of the suit. The plaintiffs had preferred an SLP to Supreme Court which was heard and disposed as CA Nos.3218-3129/2008 permitting defendants to continue with constructions subject to certain conditions. The plaintiffs thereafter filed another interim application seeking injunction against the Company for continuing with construction contending that the earlier application was with respect to one portion of the property covered under the lease deed dated 15/12/2004 and the present interim application was in respect of another portion covered under the lease deed dated December 12, 2005. The court dismissed the interim application by its order dated March 15, 2010 imposing similar conditions on the defendants as imposed by the Supreme Court. Against this order the plaintiffs preferred MFA Nos. 3134/2010 and 3357/2010 which were both disposed by an order dated April 23, 2010 dismissing the appeals and upholding the order of the trial court dated March 15, 2010. Against this the plaintiffs have preferred special leave petitions bearing SLP No.17316/2010 and 17317/2010 to the Supreme Court and the matters are pending.

13. A civil suit bearing O.S. No. 797/1995 has been filed by Vijaya Srinivasan and others against Sharada Devi and others before the City Civil Court, Bangalore. The plaintiff claims that the property measuring 5.05 acres situated at Sy. No. 96 and the property measuring 0.75 acres situated at Sy. No. 26/2, Ramagondanahalli Village, Varthur Hobli, Bangalore South belongs to the HUF of the plaintiff. The contention of the plaintiff is that the sale deed executed by one of the defendants, Ramaiah in favour of another defendant, Sharada Devi is a nominal sale deed that was not to be relied upon. The plaintiff alleges that on the basis of a power of attorney executed by Sharada Devi in favour of Rezwan Razack, our Company has developed a layout for the project, 'Prestige Lake Vista' on the suit property. The plaintiffs prays for partition of the suit property and separate possession as well as proportionate profits generated from the property. The defendants have claimed in their written statement that the plaintiffs have failed to establish their title to the suit property and that they have relied upon the sale deeds executed by Ramaiah, alienating the suit property. On the above grounds, the defendants have prayed for the suit to be dismissed. The plaintiffs have filed an interim application for rejection of the power of attorney executed by Sharada Devi in favour of Rezwan Razack and for hearing the matter *ex-parte*. The matter is pending.

14. A civil suit bearing O.S. No. 27044/2009 has been filed by Khaleel-ur-rehman and others against C. Padma and others before the court of the Additional City Civil Judge, Bangalore. Our Company is the fourth defendant in the suit. The plaintiffs claim that they have been occupying the property situated at No. 33 (Old No.3), Ulsoor Road, Bangalore, by virtue of an unregistered lease deed executed by the defendants in favour of the plaintiffs. The plaintiffs allege that the first defendant sold the suit property without the plaintiffs' knowledge, in favour of our Company based on which our Company has commenced development activities on the suit property. The plaintiffs allege that a suit for eviction is presently pending and that the eviction should be carried out only in compliance with law. The plaintiff has sought interim orders to restrain our Company from dispossessing the Plaintiff from the suit property. The matter is pending.

15. A consumer complaint bearing C.C. No. 150/2010 has been filed by Uday Bhaskar Reddy Athipali and another against our Company before the Bangalore Rural I Additional Consumer Disputes Redressal Forum. The petitioner alleges that our Company has failed to hand over an apartment situated in our "Prestige Shantiniketan" project to the petitioner on time. The petitioner further alleges that there has been a reduction in the balcony area of the apartment. The petitioner has claimed a compensation of Rs. 1.98 million for the delay in handing over the apartment, deviation in balcony area and mental agony and hardship suffered by the petitioner in this connection. The complaint was dismissed by the Additional Consumer Disputes Redressal Forum on May 6, 2010 for want of prosecution. A miscellaneous petitition bearing M.A. No. 9/2010 has been filed by the complainant for fresh consideration of the matter and for setting aside the order passed on May 6, 2010. The matter is pending.

16. A civil suit bearing O.S. No. 27444/2009 has been filed by C. Riyaz Ahmed and others against our Company before the Additional City Civil Judge, Bangalore for grant of permanent injunction to restrain the defendants from dispossessing the plaintiff from the suit property. The contention of the plaintiff is that that the defendant has interfered with the peaceful possession of the plaintiff's property situated at No. 10 and 10/1 (Old No. 6 and 6 A) (Begum Mahal), Bangalore without any authority. The matter is pending.

17. A consumer complaint bearing C.C. No. 954/2010 has been filed by Mohan.B. Pookulangara against our Company and Chaitanya Properties Private Limited before the Third Additional Bangalore Urban District Consumers Disputes Redressal Forum, Bangalore. The contention of the petitioner is that the respondents had failed to hand over the residential apartment situated in our project "Prestige Shantiniketan" on time. The petitioner further contends that (i) there has been a deviation in the living area of the servants quarters and the kitchen area, the area of which was reduced due to the presence of a pillar and that (ii) the flooring was done on wooden tiles as against vitrified tiles as per the initial agreement. The petitioner alleges that he has sustained a loss of (i) Rs. 0.53 million on account of delay in handing over the apartment on time, (ii) Rs. 0.54 million by way of loss of rent, (iii) Rs. 0.5 million on account of deviation in space of the servant quarters and kitchen, (iv) Rs. 0.1 million on account of

mental agony and hardship suffered and (v) Rs. 0.3 million on account of deficiency of service. The matter is pending.

18. A civil suit bearing O.S. No. 4030/2009 has been filed by V.S. Balasubramanyam and others against L.K. Trust and others. Our Company is the third defendant in the suit. The plaintiff has claimed ownership over property measuring 9.72 acres situated at Sy. No. 43 and 125, Ittamadu Village and Hosakerehalli Village, Bangalore, relating to our project 'Prestige South Ridge'. The contention of the plaintiffs is that the second defendant, Highland Enterprises executed a development agreement with our Company for development of the suit property pursuant to which construction activities have been undertaken on the property, without authority. The plantiffs seek a mandatory injunction to restrain the defendants from entering into the property and also to direct the defendants to demolish unauthorised construction on the property. An interim application seeking interim injunction has also been filed in this regard. The defendants have filed their respective written statements and statement of objections to the interim application. On June 14, 2010 the First Additional Civil and Sessions Judge, Bangalore passed an interim order disallowing the application for interim injunction. The first plaintiff has preferred an appeal before the High Court of Karnataka, Bangalore against the above interim order. The matter is pending.

19. A writ petition bearing W.P. No. 22918/2010 has been filed by Max Hypermarket India Private Limited against the Union of India and others before the High Court of Karnataka, Bangalore. Our Company is the seventh respondent in the suit. The writ petition has been filed to challenge the constitutional validity and legality of Sections 65(90)(a), 65(105)(zzz) and Section 66 of the Finance Act, 1994 in so far it relates to service of renting immovable property mentioned in Section 65(105)(zzz) of the Finance Act, 1994. In the writ petition the legality of notification No.24/2007 dated May 22 2007, and Circular No. 98/1/2008-ST dated April 1, 2007 issued by the finance ministry has also been challenged. The matter is pending.

20. A writ petition bearing W.P. No. 26225/2010 has been filed by Dish Hospitality Private Limited against the Union of India and others before the High Court of Karnataka, Bangalore. Our Company is the sixth respondent in the suit. The writ petition has been filed to challenge the constitutional validity and legality of Sections 65(90)(a), 65(105)(zzz) and Section 66 of the Finance Act in so far it relates to service of renting immovable property mentioned in Section 65(105)(zzz) of the Finance Act, 1994. In the writ petition the legality of notification No.24/2007 dated May 22 2007, and Circular No. 98/1/2008-ST dated April 1, 2007 issued by the finance ministry has also been challenged. The matter is pending.

21. A civil suit bearing O.S.No.1489/2006 has been filed by Bissegowda and others against Gowramma and another before the Second Additional Senior Civil Judge Bangalore Rural District, Bangalore. Our Company is the second respondent in the suit. The suit has been field for declaration of ownership of suit property situated at Sy. No.144/9 (Old Sy. No. 72/3) of Hagadur Village, K.R.Pura Post, Bangalore East Taluk. The plaintiff contends that the suit property belongs to the Hindu undivided family of the plaintiff, for which no partition has been effectuated. The matter is pending.

22. A consumer complaint bearing C.C. No.1829/2010 has been filed by Alok Sonthalia against our Company before the Second Additional Bangalore Urban District Consumer Redressal Forum, Bangalore. The complainant alleges that advance amounts were paid for purchase of a residential apartment in our 'Prestige Shantiniketan'project, which was to be handed over by June 30, 2008. Owing to the delay in handing over the apartment, the petitioner has claimed a compensation of Rs. 1.14 million for interest accrued on advance amounts paid, expenses incurred in making phone calls and sending letters and for mental agony and hardship suffered by the petitioner in this connection. The matter is pending.

23. A consumer complaint bearing C.C. No. 1830/2010 has been filed by Bichal Vikram against our Company before the Second Additional Bangalore Urban District Consumer Redressal Forum, Bangalore. The complainant alleges that advance amounts were paid for purchase of a residential apartment in our 'Prestige Shantiniketan' project, which was to be handed over by June 30, 2008. Owing to the delay in handing over the apartment, the petitioner has claimed a compensation of Rs. 0.96 million for interest accrued on advance amounts paid, expenses

incurred in making phone calls and sending letters and for mental agony and hardship suffered by the petitioner in this connection. The matter is pending.

24. A consumer complaint bearing C.C. No. 2955/2009 has been filed by Seethalakshmi against our Company before the Bangalore Rural I Additional Consumer Disputes Redressal Forum. The petitioner alleges that our Company has failed to hand over an apartment situated in our "Prestige Shantiniketan" project to the petitioner on time. The petitioner further alleges that there has been a reduction in the balcony area of the apartment. The petitioner has claimed a compensation of Rs. 1.94 million for the delay in handing over the apartment, deviation in balcony area, loss of rent and mental agony and hardship suffered by the petitioner in this connection. The matter is pending.

25. A civil suit bearing A.A. No. 25048/2010 has been filed by TSG International Marketing Private Limited against United Breweries (Holdings) Limited and others before the City Civil Court, Bangalore. Our Company is the second respondent, City Properties Maintenance Company Bangalore Limited is the third respondent and Prestige Amusement Private Limited is the fourth defendant in the suit. The petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996. The petitioner alleges that pursuant to several agreements to lease executed by the petitioner with the first and second defendants, the petitioner had occupied certain facilities at the Collection Mall, U B City, Vittal Mallya Road, Bangalore. The petitioner contends that the leased premises do not provide for adequate infrastructure and have been poorly maintained and that though the same has been bought to the notice of the defendants on several occasions, the defendants have failed in taking appropriate actions for rectifying the same. Further, the petitioner has challenged the high monthly rental, maintenance charges, electricity charges and air-conditioning charges collected by the Collection Mall in UB City. The petitioner seeks to restrain the defendants from encashing the cheques provided by the petitioner as payments towards maintenance charges until the dispute between the parties is suitably resolved by way of arbitration or in the alternative obtain an unconditional bank guarantee and/or enforce maintenance of bank accounts at all times for an amount of Rs. 2.86 million till the dispute between the parties is finally resolved. The matter is pending.

26. A writ petition bearing W.P. No. 21808/2010 has been filed by Time Zone Entertainment Private Limited against Union of India and others before the High Court of Karnataka. Our Company is the seventh respondent in the suit. The writ petition has been filed to challenge the constitutional validity and legality of Sections 65(90)(a), 65(105)(zzz) and Section 66 of the Finance Act, 1994 in so far it relates to service of renting immovable property mentioned in Section 65(105)(zzz) of the Finance Act, 1994. In the writ petition the legality of notification No.24/2007 dated May 22 2007, and Circular No. 98/1/2008-ST dated April 1, 2007 issued by the finance ministry has also been challenged. An interim order has been passed on July 22, 2010 to the effect that service tax shall not be levied for renting of immovable properties until further orders. The matter is pending.

27. A civil suit bearing O.S. No. 5553/2010 has been filed by Sridhara against Ogilvy and Mather Private Limited before the Additional City Civil and Sessions Judge, Bangalore. Our Company is the second defendant in the suit. The suit is in the nature of a money suit. The plaintiff contends that it had carried out work of erecting flex front lite hoardings of the second defendant on behalf of the first defendant and that payments were due from the first defendant. The plaintiff has not prayed for any relief from our Company. The matter is pending.

Notice

28. A notice has been served on our Company, City Properties Maintenance Company Bangalore Limited and Prestige Amusements Private Limited by Lex Counsel Law Offices on behalf of TSG International Marketing Private Limited. The notice has been filed challenging the high monthly rental, maintenance charges, electricity charges and air-conditioning charges collected by the Collection Mall in UB City. A meeting has been called for under the notice for amicably resolving the above issues. Our Company, City Properties Maintenance

Company Bangalore Limited and Prestige Amusements Private Limited are yet to reply to the notice.

Cases filed by our Company

Civil litigation

1. A civil suit bearing O.S. No. 6398/2004 has been filed by our Company against T.J. Thomas and others for specific performance before the City Civil Court, Bangalore. The defendants had executed an agreement for sale in respect of property located at Sy. No. 26, Spencer Road, Bangalore measuring 1,541 sq. ft. in our Company's favour. Our Company also paid an advance amount of Rs. 2.5 million under the agreement for sale, which fact has not been denied in the written statement filed by the defendants. The defendants' contention is that the agreement for sale was executed by use of undue influence while the first defendant was suffering from mental delirium and undergoing treatment at Christian Medical Centre, Vellore. The defendants have further stated that only 75% of the property belongs to the defendants and the remaining 25% of the property belonged to Narasappa and family. The first defendant since deceased and the court has called for his legal representatives to appear in the suit. The matter is pending.

2. A civil suit bearing O.S. No. 17779/2005 has been filed by our Company against Presteege Property Developers and others before the City Civil Court, Bangalore alleging passing off of trademark under the Trademarks Act, 1999. The contention of the plaintiff is that the word 'Presteege' was used by the defendants, who were also engaged in the real estate and construction business, to mislead the plaintiff's customers. An interim application was filed by our Company for restraining the first defendant from trading under the name 'Presteege' and accordingly an interim order was passed on December 13, 2005 whereby the first defendants were restrained from trading under the name 'Presteege'. Subsequently, an interim application was filed by the first defendant on February 25, 2006 for setting aside the interim order of December 13, 2005 which was dismissed on April 20, 2006. Aggrieved by the order, the defendants have preferred an appeal bearing M.F.A. No. 4954/2006 before the High Court of Karnataka for setting aside the order of April 20, 2006. The High Court of Karnataka dismissed the suit on the grounds of lack of jurisdiction. Our Company preferred a special leave petition bearing SLP 9208/2010 before the Supreme Court of India over the order passed in M.F.A. No. 4954/2006. The Supreme Court has ordered for issue of notice to Presteege Property Developers. The matter is pending.

3. A civil suit bearing O.S. No. 26677/2007 has been filed by our Company against Prestige Avenues Limited and another before the City Civil Court, Bangalore alleging passing off of trademark under the Trademarks Act, 1999. The contention of the plaintiff is that the word 'Prestige' was used by the defendants, who were also engaged in the real estate and construction business, to mislead the plaintiff's customers. Based on an interim application filed by our Company, the court passed an order on May 28, 2008 restraining the defendants from trading under the name 'Prestige' until disposal of the suit. The court also appointed a commissioner to seize materials in the possession of the defendants, which infringed our Company's trademark. Aggrieved by the order, the defendants preferred an appeal bearing M.F.A. No. 6259/2008 and a writ petition bearing W.P. No. 6945/2009 before the High Court of Karnataka. The writ petition has been filed to quash the lower court's order appointing a commissioner. The matter is pending.

4. A civil revision petition bearing CRP No. 9342/2010 has been filed by our Company against the order of September 14, 2009 passed by the First Additional Chief Judge, City Civil Court, Secunderabad in E.A. No. 41/2002 in E.P. No. 14/2002 in O.S. No. 12/2002, which imposed liability of Rs. One million on our Company. Our Company was arrayed as a garnishee for securing the amounts due to the Elektro Techniques, the decree holder in O.S. No 12/2002. It is our Company's contention that a contract was awarded to the Elektro Techniques for supply and commissioning of automated diesel generator control panels at Prestige Towers, Bangalore. The judgment debtor supplied the panels, but failed in completing the installation of the diesel generator panels. In light of the same, our Company alleges that the contract was breached. Our Company further alleges that an amount of Rs. 7.87 million was paid by our

Company towards full settlement of the consideration payable under the contract. The matter is pending.

5. A civil suit bearing O.S. No. 15004/2006 was filed by our Company against Prestige Shelters Private Limited before the Additional City Civil Judge, Bangalore. The contention of our Company was that the defendant had infringed the trademark of the Company bearing the name 'Prestige'. Our Company sought for a permanent injunction to restrain the defendants from using the trademarks 'Prestige', 'Prestige Lake View' and 'Prestige Shelters'. The Additional City Civil Judge Court passed a final order on the matter on February 12, 2009 permanently restraining the defendant from infringing our Company's trademark, 'Prestige'. Further, the court ordered the defendants to present the accounts of the defendant Company and particulars of profits earned by it by way of using the trademark 'Prestige'. The defendants have preferred an appeal over the above order bearing M.P. No. 557/2009 with a prayer to set aside the judgment passed in O.S No. 15004/2006. The matter is pending.

Cases filed against the Directors

1. ***B.G. Koshy***

(i) A civil suit bearing O.S. No. 6582 / 1998 has been filed by Mission Estates and Properties against Altaf Ahmed and others for specific performance before the court of the City Civil Judge, Bangalore. Bangalore Estates and Agencies, a partner represented by B.G. Koshy is the fourth defendant in the suit. The contention of the plaintiff is that an agreement of sale was executed on April 18, 1995 for sale of property situated at Sy. No. 55 and 55/6, Mission Road, Sampangiramnagar, Bangalore in favour of the plaintiff by the defendant. The plaintiff claims that the defendants altered the terms of payment subsequent to the execution of the agreement of sale without obtaining consent from the plaintiff. Based on an interim application filed by the plaintiff, the City Civil Judge passed an order on January 5, 2007 to the effect that the defendants are jointly and severally liable to pay the plaintiff a sum of Rs. 13,225,000. Aggrieved by the above order, the plaintiff has filed a writ of certiorari bearing W.P. No. 3352/2007 before the High Court of Karnataka, Bangalore quashing the order of the City Civil Judge. The matter is pending.

Notices

(ii) A notice in MCOP No. 733/2009 has been served on B.G. Koshy for appearance before the Chief Judicial Magistrate, Dharmapuri in relation to an application for compensation filed by Gopi under Section 166 of the Motor Vehicles Act, 1988.

Civil litigation

(i) A writ appeal bearing W.A. No. 566/2008 has been filed by Puravankara Projects Limited against Bruhat Bangalore Mahanagara Palike for setting aside the order passed by the High Court of Karnataka, Bangalore on February 4, 2008 in W.P. No. 18742/2006. B.G. Koshy is the third respondent in the suit. The contention of the appellant is that the respondent company constructed walls on the suit property situated at Sy. No. 4/1B, 4/1C, 4/1D and 4/1E, Binnamangala Village, K.R. Puram, Hobli, Bangalore East Taluk. The matter is pending.

2. ***K. Jagdeesh Reddy***

(i) A writ petition bearing W.P. No. 9852/08 has been filed by G.V. Vasantha Kumar against the State of Karnataka and others for a writ of certiorari before the High Court of Karnataka, Bangalore. K. Jagdeesh Reddy is the third respondent in the suit. The contention of the petitioner is that the third respondent was operating two stage carriage services in the Thirupathi-Tumkur route while permit was only for operation of carriage services in the Thirupathi-Mulabagal route. However item No. 13 in annexure IX of the draft inter-state agreement executed between the state of Andhra

Pradesh and the state of Karnataka on March 7, 2008 grants permission to the third respondent to operate carriage services till Tumkur. The writ has been filed for deleting item No. 13 of annexure IX of the above inter-state agreement. The matter is pending.

Cases filed by the Directors

1. ***B.G. Koshy***

(i) A civil suit bearing O.S. No. 7219/1997 has been filed by Bangalore Estates and Agencies, a partnership firm represented by its partner B.G.Koshy agai**n**st Altaf Ahmed and others seeking injunction against the defendants from alienating the suit property before the court of the Additional City Civil Judge, Bangalore. The contention of the plaintiff is that the parties had executed a sale deed dated April 18, 1995 for sale of property situated at Sy. No. 55 and 55/6, Mission Road, Sampangiramnagar, Bangalore for purchase of suit property. The plaintiff claims that the plaintiff had paid earnest money to the fourth defendant on behalf of defendants one to three for purchase of property. However the defendants have failed to apportion such extent of the property in favour of the plaintiff as agreed to under the sale deed. The matter is pending.

(ii) A civil suit bearing O.S. No. 16313 / 2006 has been filed by B.G. Koshy and others against Sunita Arun and others for declaration of ownership of the suit property before the City Civil Court, Bangalore. The contention of the plaintiff is that property situated at Sy. No. 4/1 E, Binnamangala Manavarthekaval, K.R. Puram Hobli, Bangalore East Taluk belongs to the plaintiff and the defendants have no title to the suit property. The matter is pending.

(iii) A civil suit bearing L.A.C. No. 90 / 2008 has been filed by A. Prakash and others against Land Acquisition Officer and others for compensation before the City Civil Judge, Bangalore. B.G. Koshy is the third claimant in the suit. The contention of the first claimant is that an award for compensation be passed in favour of the claimants for property measuring 0.06 acres situated at Sy. No. 4/1A of Binnamangala Manavarthekaval, K.R. Puram Hobli, Bangalore East Taluk which was acquired by the Special Land Acquisition Officer, KIADB. The matter is pending.

2. ***K. Jagdeesh Reddy***

(i) A writ petition bearing W.P.No. 17711/2008 has been filed by K. Jagdeesh Reddy against the Karnataka State Transport Association and another for a writ of certiorari before the High Court of Karnataka, Bangalore. The contention of the petitioner is that two stage carriage services were being operated by the petitioner on the Thirupathi-Bangalore route via Madanapalli based on permits issued in the year 1965 and interstate agreements on single point tax basis which were valid till January 13, 2010. However the route was extended to the second respondent based on a supplemental agreement executed by the Government of Karnataka and Andhra Pradesh. On the basis of the agreement the second respondent was granted license to operate services in the Thirupathi- Bangalore route, which was challenged by the petitioner in R.P No. 634/07 and Appeal No. 1339/07 before the Karnataka State Appellate Tribunal, Bangalore which dismissed the suit. The writ petition has been filed over the above order of the Karnataka State Appellate Tribunal. The matter is pending.

(ii) A writ petition bearing W.P. No. 3910/05 has been filed by K. Jagdeesh Reddy against the Karnataka State Transport Association and others for a writ of certiorari before the High Court of Karnataka, Bangalore. The contention of the petitioner is that a carriage services permit was granted to the petitioner to operate on the route between Tirupathi and Bangalore, via Kaiwara in pursuance of an inter-state agreement executed between the government of Andhra Pradesh and Karnataka on September 1, 1975. However based on a petition filed by the second and third

respondent, the Karnataka State Transport Appellate Tribunal passed an order on January 12, 2005 for setting aside the permit granted in favour of the petitioner. The writ petition has been filed for quashing the above order. The matter is pending.

Cases involving our Subsidiaries and other subsidiary entities

1. ***Downhills Holiday Resorts Private Limited***

(i) Cases filed by or against Downhills Holiday Resorts Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Particulars	Amount (in Rs.)
Corporate guarantee given on behalf of companies under the same management	758,013,699

2. ***Pennar Hotels and Resorts Private Limited***

(i) Cases filed by or against Pennar Hotels and Resorts Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Particulars	Amount (in Rs.)
Corporate guarantee given on behalf of companies under the same management	758,013,699

3. ***Villaland Developers Private Limited***

(i) Cases filed by or against Villaland Developers Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil*

** Villaland Developers Private Limited was made a subsidiary of our Company with effect from August 31, 2010*

4. ***Foothills Resorts Private Limited***

(i) Cases filed by or against Foothills Resorts Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Particulars	Amount (in Rs.)
Corporate guarantee given on behalf of companies under the same management	758,013,699

5. ***Silver Oak Projects***

(i) Cases filed by or against Silver Oak Projects

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

6. ***Village De Nandi Private Limited***

(i) Cases filed by or against Village de Nandi Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Particulars	**Amount (in Rs.)**
Security of property to LIC Housing Finance Limited for a loan availed by the Holding Company and another subsidiary of the Holding Company	2,083,333,332

7. ***Prestige Whitefield Investment and Developers Private Limited***

(i) Cases filed by or against Prestige Whitefield Investment and Developers Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

8. ***Prestige Mysore Retail Ventures Private Limited***

(i) Cases filed by or against Prestige Mysore Retail Ventures Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

9. ***Prestige Mangalore Retail Ventures Private Limited***

(i) Cases filed by or against Prestige Mangalore Retail Ventures Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

10. ***Exora Business Parks Private Limited***

(i) Cases filed by or against Exora Business Parks Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Particulars	Amount (in Rs.)
Preference dividend at 0.01% per annum not declared due to inadequacy of profits	316

11. ***Valdel Xtent Outsourcing Solutions Private Limited***

(i) Cases filed by or against Valdel Xtent Outsourcing Solutions Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

12. ***Prestige Bidadi Holdings Private Limited***

(i) Cases filed by or against Prestige Bidadi Holdings Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Particulars	Amount (in Rs.)
Equitable mortgage given on behalf of Holding Company	231,200,000

13. ***Prestige Construction Ventures Private Limited***

(i) Cases filed by or against Prestige Construction Ventures Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

14. ***Prestige Leisure Resorts Private Limited***

(i) Cases filed by or against Prestige Leisure Resorts Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

15. ***Prestige Valley View Estates Private Limited***

(i) Cases filed against Prestige Valley View Estates Private Limited

(a) A civil suit bearing O.S. No. 511/2009 has been filed by Yashwanth and another against Yallareddy and others before the Civil Judge Senior Division and Judicial Magistrate (First Class) at Anekal for partition and separate possession of the suit property. Prestige Valley View Estates Private Limited is the fourteenth defendant in the suit. The contention of the plaintiff is that defendants one to twelve colluded with each other and fraudulently sold to the thirteenth defendant, portions of the joint family property measuring 2.32 acres situated at Sy. No. 8 and 505, Chikkadunnasandra Village, Sarjapura Hobli, Anekal taluk, Bangalore

Urban District. The thirteenth defendant in turn sold the property to Prestige Valley View Estates Private Limited. The suit has been filed for partition and separate possession of one fourth share of the property. The matter is pending and has been posted for Prestige Valley View Estates Private Limited to appear before the court.

(b) A civil suit bearing O.S. No. 506/2009 has been filed by Madhu against Appaiah Reddy before the Civil Judge Senior Division and Judicial Magistrate (First Class) at Anekal for partition and separate possession of the suit property. Prestige Valley View Estates Private Limited is the thirteenth defendant in the suit. The contention of the plaintiff is that defendants one to eleven colluded with each other and sold to defendant 12 portions of the joint family property admeasuring two acres situated at Sy. No. 505, Sarjapur Village, Anekal taluk, Bangalore Urban District. The 12th defendant in turn sold the property to Prestige Valley View Estates Private Limited. The matter is pending and has been posted for Prestige Valley View Estates Private Limited and other defendants to appear before the court.

(c) A civil suit bearing O.S. No. 28/2008 has been filed by Thimakka and others against M. Thimmarayappa before the Civil Judge Senior Division at Anekal. Prestige Valley View Estates is the eighth defendant in the suit. The suit is filed for partition and separate possession of the suit property. The contention of the plaintiff is that defendants one to six colluded with each and sold to the seventh defendant, portions of joint family property measuring 5.55 acres situated at Sy. No. 508, Sarjapur Village, Anekal, Bangalore Urban District. The seventh defendant in turn sold the property to Prestige Valley View Estates Private Limited. The matter is pending and has been posted for Prestige Valley View Estates Private Limited and other defendants to appear before the court.

(d) A civil suit bearing O.S. No. 585/2007 has been filed by Ammaiamma and others against Venkataswamy before the Civil Judge (Senior Division) at Anekal for partition and separate possession of the suit property. Prestige Valley View Estates Private Limited is the fourth defendant in the suit. The contention of the plaintiff is that defendant one sold to the second and third defendants, portions of joint family property measuring 2.16 acres situated at Sy. No. 88, Chikkadunnasandra Village, Anekal taluk, Bangalore Urban District. The second and the third defendants in turn sold the property to Prestige Valley View Estates Private Limited. The matter is pending and has been posted for Prestige Valley View Estates Private Limited to appear before the court.

(e) A civil suit bearing O.S. No. 1000/2004 (New O.S.861/2006) has been filed by Obakka against Narayana Swamy and others before the court of the Civil Judge (Senior Division), Bangalore for partition and separate possession of the suit property. Prestige Valley View Estates Private Limited is the ninth defendant in the suit. The contention of the plaintiff is that defendants one to seven have colluded with each other and sold to defendant eight, portions of joint family properties measuring 2.47 acres situated at Sy. No. 10/1, Chikkadunnasandra Village, Anekal taluk, Bangalore Urban District. The eighth defendant in turn sold the property to Prestige Valley View Estates Private Limited. The matter is pending.

(f) A civil suit bearing O.S. No. 345/2009 has been filed by Ventakesh and others against Narayanaswamy and others before the Civil Judge (Junior Division) at Anekal for partition and separate possession of the suit property. Prestige Valley View Estates Private Limited is the sixth defendant in the suit. The contention of the plaintiff is that defendants one to three colluded and sold to the fifth defendant, portions of joint family

property measuring 3.07 acres situated at Sy. No. 10/1, Chikkadunnasandra Village, Sarjapura Hobli, Anekal taluk, Bangalore Urban District. The fifth defendant in turn sold the property to Prestige Valley View Estates Private Limited. The matter is pending and has been posted for Prestige Valley View Estates Private Limited and other defendants to appear before the court.

(g) A civil suit bearing O.S. No. 649/2009 has been filed by Saraswathamma and another against Chikkaramareddy others before the Civil Judge (Senior Division) at Anekal for partition and separate possession of the suit property. Prestige Valley View Estates Private Limited is the fifth defendant in the suit. The contention of the plaintiff is that defendants one to three colluded with each other and sold to the fourth defendant, portions of joint family property measuring three acres situated at Sy. No. 9, Chikkadunnasandra Village, Anekal taluk, Bangalore Urban District. The fourth defendant in turn sold the property to Prestige Valley View Estates Private Limited. The matter is pending and has been posted for Prestige Valley View Estates Private Limited and other defendants to appear before the court.

(h) A civil suit bearing O.S. No. 986/2008 has been filed by Shanthappa and Munigullappa against Kaveramma and others before the Civil Judge (Senior Division) at Anekal for partition and separate possession of the suit property. Prestige Valley View Estates Private Limited is the sixth defendant in the suit. The contention of the plaintiff is that defendants one to four colluded with each other and sold to defendant five, portions of joint family property measuring 1.85 acres situated at Sy. No.32/1, Chikkadunnasandra Village, Anekal taluk, Bangalore Urban District. Defendant five in turn sold the property to Prestige Valley View Estates Private Limited. The plaintiff has also filed an interim application seeking injunction against the defendants from alienating and interfering with the peaceful possession of the property, which is pending. The matter is pending.

(i) A civil suit bearing O.S. No. 498/2009 has been filed by Narayana Reddy against Krishna Reddy and others before the Civil Judge (Senior Division), Anekal for partition and separate possession of the property. Prestige Valley View Estates Private Limited is the seventh defendant in the suit. The contention of the defendant is that defendants one to four colluded with the sixth defendant and sold to Prestige Valley View Estates Private Limited the joint family property situated at Sy. No. 504/3, Sarjapura Village, Anekal Taluk, Bangalore Urban District. The matter is pending and has been posted for submission of vakalath and written statement of defendants six and nine.

(j) A civil suit bearing O.S. No. 451/2009 has been filed by M.Manjunath and another against Chikkeerappa and others before the Civil Judge (Senior Division) and Judicial Magistrate (First Class), Anekal, for partition and separate possession of suit property. Prestige Valley View Estates Private Limited is the tenth defendant in the suit. The contention of the plaintiff is that the first, third and eighth defendants colluded and sold to the ninth defendant the joint family property measuring 2.6 acres situated at Sy. No. 24/2, Chikkadunnasandra Village, Anekal taluk, Bangalore Urban District. The ninth defendant in turn sold the suit property to Prestige Valley View Estates Private Limited by a sale deed dated March 17, 1996. The matter is pending and has been posted for Prestige Valley View Estates Private Limited to appear before the court.

(k) A civil suit bearing O.S. No. 173/2009 has been filed by Nandhan against Muniswamy and others before the Civil Judge (Senior Division), Anekal for effecting partition and separate possession of the suit property. Prestige

Valley View Estates Private Limited is the fifth defendant in the suit. The contention of the plaintiff is that defendants one to three colluded and sold to the fourth defendant the joint family property measuring 1.75 acres situated at Sy. No. 32/1, Chikkadunnasandra Village, Anekal taluk, Bangalore Urban District. The fourth defendant in turn sold the suit property to Prestige Valley View Estates Private Limited by a sale deed dated February 2, 1996. The matter is pending and has been posted for submission of written statement by Prestige Valley View Estates Private Limited.

(l) A civil suit bearing O.S. No. 440/2009 has been filed by Narayanappa and another against Muniyamma and others before the Civil Judge (Senior Division), Anekal for declaration of ownership of suit property. Prestige Valley View Estates Private Limited is the tenth defendant in the suit. The contention of the plaintiff is that the suit property measuring 5.01 acres situated at 89/1B and 89/1(a)2, Chikkadunnasandra Village, Anekal taluk, Bangalore Urban District, initially owned by the first defendant was mortgaged with the plaintiff's father by way of a mortgage deed dated May 10, 1956. The plaintiff alleges that during the subsistence of the mortgage, the first defendant sold the property in favour of the second defendant by way of a sale deed dated January 27, 1971. The second defendant, along with the third, fourth and the fifth defendant in turn registered a sale deed in favour of the sixth defendant dated March 27, 1995. The sixth defendant in collusion with the seventh and eighth defendants sold the property further to the ninth defendant, who in turn sold the property to Prestige Valley View Estates Private Limited by way of a sale deed dated July 26, 1996. The plaintiff has also filed an interim application seeking an interim order to restrain the defendants from changing the nature of the property, which is pending. The matter is pending.

(m) A civil suit bearing O.S. No. 299/2009 has been filed by Chandrappa against Gowramma and others before the Civil Judge (Senior Division) and Judicial Magistrate (First Class), Anekal, has been filed for partition and separate possession of property. Prestige Valley View Estates Private Limited is the ninth defendant in the suit. The contention of the plaintiff is that defendants three to six colluded and sold to the eighth defendant the joint family property measuring 1.47 acres situated at Sy. No. 9, Sarjapur Village, Anekal taluk, Bangalore Rural District. The eighth defendant in turn sold the suit property to Prestige Valley View Estates Private Limited by a sale deed dated July 26, 1996. The matter is pending and has been posted for Prestige Valley View Estates Private Limited to appear before the court.

(n) An original suit bearing O.S. No. 545/09 has been filed by Jyothi against S.Y. Narayana Reddy and others before the court of the Civil Judge (Senior Division) at Anekal for partition and separate possession of the suit property. Prestige Valley View Estates Private Limited is the eighth defendant in the suit. The contention of the plaintiff is that defendants one to six colluded with the seventh defendant and sold the joint family property situated at Sy. No. 517, Sarjapura Village, Sarjapura Hobli, Anekal taluk, Bangalore Urban District measuring 1.62 acres. The sixth defendant in turn sold the suit property to Prestige Valley View Estates Private Limited by way of a sale deed dated July 31, 1996. The plaintiff has also filed an interim application for temporary injunction to restrain Prestige Valley View Estates Private Limited from further alienating the property, which is pending. The matter is pending.

(o) An original suit bearing O.S. No. 649/09 has been filed by Saraswathamma and others against Chikka Rama Reddy and others before the court of the Civil Judge (Senior Division), Anekal for partition of suit property and declaration of the sale deed dated July 26, 1996 as void. Prestige Valley View Estates Private Limited is the fifth defendant in the suit. The

contention of the plaintiff is that defendants one to three sold to the fourth defendant, the joint family property situated at Sy. No. 9, Chikkadunnasandra Village, Sarjapura Hobli, Anekal taluk, Bangalore measuring 3 acres for which no partition had been effected. The fourth defendant in turn sold the suit property to our Company by way of a sale deed executed on July, 26, 1996. The matter is pending.

(p) A civil suit bearing O.S. No 34/2009 has been filed by Annaiappa and others against Venkataramanappa and others before the court of the city civil judge (Senior Division) and Judicial Magistrate (First Class) at Anekal for partition of property and declaration of ownership. Prestige Valley View Estates Private Limited is the twelfth defendant. The contention of the plaintiff is that the defendants had colluded and sold the joint family property measuring 1.6 acres situated at Sy. No. 24/2, Chikkadunnasandra village, Sarjapur, Bangalore to Prestige Valley View Estates Private Limited, who have in turn formed layouts on the suit property for purposes of construction. The matter is pending.

(ii) Contingent liabilities as at June 30, 2010

Particulars	Amount (in Rs.)
Corporate guarantee given by the Company (jointly with another group entity) on behalf of Holding Company	3,536,232,027

16. ***ICBI (India) Private Limited***

(i) Cases filed by or against ICBI (India) Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Particulars	Amount (in Rs.)
Corporate guarantees given on behalf of a company in which directors are interested - Prestige Fashions Private Limited – Standard Chartered Bank Loan	46,987,900

17. ***Prestige Shantiniketan Leisures Private Limited***

(i) Cases filed by or against Prestige Shantiniketan Leisures Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

18. ***Team United Engineers (India) Private Limited***

(i) Cases filed by or against Team United (India) Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

19. ***Northland Holding Company Private Limited***

(i) Cases filed by or against Northland Holding Company Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Particulars	Amount (in Rs.)
Corporate guarantees given on behalf of companies under the same management	758,013,699

20. ***West Palm Developments Private Limited***

Civil litigation

(i) Cases filed against West Palm Developments Private Limited

(a) A civil suit bearing O.S. No. 5265/2008 has been filed by Kamalamma against Thimmakka and others before the City Civil Court at Bangalore. West Palm Developments Private Limited is the seventh defendant in the suit. The plaintiff has filed this suit for partition of property and for setting aside the sale deed executed in favour of West Palm Developments Private Limited. The contention of the plaintiff that defendants one to four have colluded with each other and fraudulently sold portions of ancestral property measuring five acres 12 guntas situated at Sy. No. 32/1, 142 and 143/2 situated at Kadubeesanahalli and Ammani Bellandur khane Villages, Varthur Hobli, Bangalore East, without the knowledge of the plaintiff. West Palm Developments Private Limited has purchased one acre of the suit property from defendants one to four. An interim application has been filed by West Palm Developments Private Limited for dismissal of the suit on the grounds that the plaintiff was fully aware of execution of the sale deed. The matter is pending.

(b) A civil suit bearing O.S. No. 7357/2003 has been filed by Ullaramma against Chinamma and others before the City Civil Court, Bangalore, for declaring the plaintiff as the owner of the suit property bearing Sy. No. 22/1A, Kadubeesanahalli Village, Varthur Hobli, Bangalore South, and to set aside the sale deeds executed on June 26, 2003 and October 10, 2003. West Palm Developments Private Limited is the eighth defendant in the suit. The contention of the plaintiff is that defendants one to seven colluded with each other and executed a sale deed with respect to the property in favour of the ninth defendant on June 26, 2003. It is alleged that the ninth defendant in turn executed a registered sale deed in favour of West Palm Developments Private Limited on October 10, 2003. West Palm Developments Private Limited in its written statement filed on June 24, 2006 has alleged that the gift deed by which the plaintiff claims ownership of the property was unregistered. The court has framed the issues on August 5, 2008. The matter is pending.

(c) A civil suit bearing O.S. No. 6825/2004 has been filed by Bharath Kumar, represented by his mother Rajeswari against Rajanna and others before the City Civil Court, Bangalore for partition and separate possession in respect of property measuring 3.075 acres situated at Sy. No. 30/1, Kadubeesanahalli Village, Varthur Hobli, Bangalore South. West Palm Developments Private Limited is the fifteenth defendant in the suit. The contention of the plaintiff is that the defendants have executed two sale deeds on May 4, 2000 by which the entire property was alienated, without the knowledge of the plaintiff. The plaintiff further alleges that on the basis of another sale deed executed by the fourteenth defendant for sale of 1.57 acres of the suit property in favour of West Palm Developments Private Limited, West Palm Developments Private Limited has been attempting to change the nature of the property. West Palm Developments Private Limited has filed its written statement on June 30, 2007. The matter is pending.

(ii) Cases filed by West Palm Developments Private Limited

Nil

(iii) Contingent liabilities as at June 30, 2010

Nil

21. ***Prestige Interiors***

(i) Cases filed by or against Prestige Interiors

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

22. ***Prestige Property Management & Services***

(i) Cases filed by or against Prestige Property Management & Services

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

23. ***Albert Properties***

(i) Cases filed by or against Albert Properties

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

24. ***Cessna Garden Developers Private Limited***

Civil litigation

(i) Cases filed against Cessna Garden Developers Private Limited

(a) A civil suit bearing O.S. No. 8674/2006 has been filed by Krishnappa against Narayanappa and others before the Additional Civil Judge at Bangalore. Cessna Garden Developers Private Limited is the fourth defendant in the suit. The contention of the plaintiff is that the Plaintiff had filed a suit dated September 28, 2006 against defendants one to three for partition of suit properties measuring 5.32 acres situated at survey number 17/2 and 17/4, Kadubeesanahalli Village, Varthur Hobli, Bangalore East and to set aside sale deeds executed in favour of Cessna Garden Developers Private Limited to the extent of their share in the property. The plaintiff has also sought a permanent injunction against Cessna Garden Developers Private Limited. The plaintiff has filed two interim applications on September 28, 2006 seeking temporary injunction against defendants one to three, to restrain them from alienating the property. Cessna Garden Developers Private Limited has filed an interim application requiring the plaintiff to pay the deficit court fees of Rs. 1,109,921 before proceeding

with the suit. The matter is pending and has been posted for hearing the interim applications filed by the plaintiff.

(b) A civil suit bearing O.S. No. 5878/2009 has been filed by Muniyakka and others for partition of property and permanent injunction against Gangamma and others before the City Civil Judge, Bangalore. Cessna Garden Developers Private Limited is the twelfth defendant in the suit. The plaintiff claims that the suit property situated at Sy. No. 44, Kadubeesanahalli village, Varthur, Bangalore Taluk is the undivided ancestral property of the plaintiff's family and alleges that defendants one to eleven had colluded with each other to sell the suit property to Cessna Garden Developers Private Limited. The suit has been filed for partition and one tenth share of the suit property. The matter is pending.

(ii) Cases filed by Cessna Garden Developers Private Limited

A civil suit bearing O.S. No. 4950/2005 has been filed by Cessna Developers Private Limited against Nagaraju before the City Civil Court, Bangalore, in relation to property at the project 'Cessna Business Park'. The plaintiff claims ownership over the property measuring 1.97 acres situated at Sy. No. 44, Kadubeesanahalli Village, Varthur Hobli, Bangalore South, having acquired the same by registered sale deeds executed on April 21, 2004 and April 24, 2004. The contention of the plaintiff is that the defendant has been interfering with the peaceful possession of the plaintiff's property and suit has been filed to restrain the defendants from trespassing into the plaintiff's property and causing interference to the peaceful possession. In his written statement, the defendant has alleged that the schedule property was granted in favour of the defendant's family under the provisions of Rule 43(5) of the Mysore Land Revenue Code, 1888. Based on an interim application filed by the plaintiff, the court passed an ex parte interim injunction against the defendant on July 2, 2005, restraining him from interfering with the plaintiff's peaceful possession of the property. The matter is pending.

(iii) Contingent liabilities as at June 30, 2010

Particulars	Amount (in Rs.)
Corporate guarantees/ collateral security of properties given on equitable mortgage towards loans taken by Holding Company with effect from April 12, 2010	3,030,824,032

Cases filed against the Promoters

Criminal litigation

Nil

Civil litigation

1. ***Irfan Razack, Rezwan Razack and Noaman Razack***

A writ petition bearing W.P. No. 24923/2010 has been filed by Joy Alukkas Traders India Private Limited against Union of India and others before the High Court of Kerala. Our Promoters and certain members of our Promoter Group have been impleaded as defendants in the matter on account of them being landlords of the property in which the petitioner was conducting business. The suit has been filed to challenge service tax imposed under provisions of the Finance Act, 1994 on property taken on lease by the petitioner. The matter is pending.

2. ***Irfan Razack***

Nil

3. ***Rezwan Razack***

(i) A civil suit bearing O.S. No. 645/2007 has been filed by Ambuja R against Hemavathi and others before the City Civil Court, Bangalore. An application has been made by the plaintiff on March 12, 2009 to implead Rezwan Razack on the ground that he tried to interfere with the plaintiff's peaceful possession of property measuring 20 guntas situated at Sy. No. 60/2, Addevishwanathapura Village, Hesaraghatta Hobli, Bangalore North. The matter is pending.

(ii) A civil suit bearing O.S. No. 264/2005 has been filed by Girijamma and the others against R.C. Basavarajaiah and others before the First Additional Civil Judge (Senior Division), Bangalore Rural District, Bangalore. Rezwan Razack, Anjum Razack and our Company are the seventh, eighth and ninth defendants respectively. The plaintiffs have filed an interim application seeking temporary injunction to restrain defendants six to nine from altering the nature of the suit property situated at Sy. No. 60/2 at Addevishwanathapura, Hesarghatta Hobli, Bangalore North. Defendants six to nine have opposed the interim application on grounds that the plaintiffs have thrice failed previously to make a prima facie against the defendants and in proving balance of convenience in their favour for grant of an interim injunction. The defendants have also filed an interim application to the effect that the valuation of the suit is inaccurate. The matter is pending.

4. ***Irfan Razack and Rezwan Razack***

An appeal bearing M.A. No. 606/2002 has been filed by S.Vasudeva against the Government of Karnataka and others before the Karnataka Appellate Tribunal, Bangalore. The contentions of the plaintiff relate to the properties alleged to have been acquired by the fourteenth respondent, a member of parliament and his family members beyond their respective sources of income. Irfan Razack and Rezwan Razack were not made parties though allegations about them acquiring agricultural lands measuring 6.92 acres situated at Sy. No. 105 and 106 of Ramagondanahalli Village, Varthur Hobli, Bangalore South were made. The appellant further alleged that respondents 22 and 23 have developed layouts on the land to an extent of 46.37 acres, while conversion orders were obtained for only 30 acres. The matter is pending.

1. ***Noaman Razack***

Nil

Cases filed by the Promoters

Criminal litigation

1. ***Irfan Razack***

A criminal complaint bearing No. 26526/2002 has been registered against Khandelwal Commercial Corporation on a complaint received from Irfan Razack before the XIVth Additional Metropolitan Magistrate, Bangalore for dishonour of cheque, under section 138 of the Negotiable Instruments Act. The cheque was issued by the accused towards refund of advance payment made by the complainant for the proposed purchase of a 50 KVA Honda Silent Genset. The matter is pending.

Cases involving our Associate Companies

1. ***Prestige Garden Constructions Private Limited***

Civil litigation

(i) Cases filed against Prestige Garden Constructions Private Limited

A civil suit bearing O.S. No. 1930/2005 has been filed by Gowramma and others against H.P. Narayana Reddy and others before the court of the Second Additional Civil Judge (Senior Division) at Bangalore Rural. Prestige Garden Constructions Private Limited is the eighth defendant in the suit. The contention of the plaintiff is that defendants one to seven sold property belonging to the plaintiff's hindu undivided family measuring 12.57 acres situated in Sy. Nos. 150/1, 150/2, 150/3, 150/4 and 150/5, Hagadur Village, K. R. Puram Hobli, Bangalore East taluk to Prestige Garden Constructions Private Limited, without knowledge or consent of the plaintiff. The suit has been filed for setting aside the sale deed executed in favour of Prestige Garden Constructions Private Limited. Prestige Garden Constructions Private Limited has filed its written statement on October 20, 2007. Notices are being served on other defendants. The matter is pending.

(ii) Cases filed by Prestige Garden Constructions Private Limited

Nil

(iii) Contingent liabilities as at June 30, 2010

Particulars	Amount (in Rs.)
Securities provided to a bank against loan availed by Babji Realtors Private Limited	2,081,200,000

2. ***Babji Realtors Private Limited***

(i) Cases filed by or against Babji Realtors Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Particulars	Amount (in Rs.)
Bank guarantee	178,572,168

3. ***Prestige Projects Private Limited***

(i) Cases filed by or against Prestige Projects Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

4. ***Prestige Amusements Private Limited***

(i) Cases filed by or against Prestige Amusements Private Limited

A civil suit bearing A.A. No. 25048/2010 has been filed by TSG International Marketing Private Limited against United Breweries (Holdings) Limited and others before the City Civil Court, Bangalore. Our Company is the second respondent, City Properties Maintenance Company Bangalore Limited is the third respondent and Prestige Amusement Private Limited is the fourth defendant in the suit. The petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996. The petitioner alleges that pursuant to several agreements to lease executed by the petitioner with the first and second defendants, the petitioner had occupied certain facilities at the Collection Mall, U B City, Vittal Mallya Road, Bangalore. The petitioner contends that the leased premises does not provide for adequate infrastructure and has been poorly maintained and that though the same has been bought to the notice of the defendants on several occasions, the defendants have failed in taking appropriate actions for rectifying the same. Further, the petitioner has

challenged the high monthly rental, maintenance charges, electricity charges and air-conditioning charges collected by the Collection Mall in UB City. The petitioner seeks to restrain the defendants from encashing the cheques provided by the petitioner as payments towards maintenance charges until the dispute between the parties is suitably resolved by way of arbitration or in the alternative obtain an unconditional bank guarantee and/or enforce maintenance of bank accounts at all times for an amount of Rs. 2.86 million till the dispute between the parties is finally resolved. The matter is pending.

Notice

A notice has been served on our Company, City Properties Maintenance Company Bangalore Limited and Prestige Amusements Private Limited by Lex Counsel Law Offices on behalf of TSG International Marketing Private Limited. The notice has been filed challenging the high monthly rental, maintenance charges, electricity charges and air-conditioning charges collected by the Collection Mall in UB City. A meeting has been called for under the notice for amicably resolving the above issues. our Company, City Properties Maintenance Company Bangalore Limited and Prestige Amusements Private Limited are yet to reply to the notice.

(ii) Contingent liabilities as at June 30, 2010

Nil

5. ***Prestige Garden Resorts Private Limited***

(i) Cases filed by or against Prestige Garden Resorts Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

6. ***City Properties Maintenance Company Bangalore Limited***

(i) Cases filed by or against City Properties Maintenance Company Bangalore Private Limited

A civil suit bearing A.A. No. 25048/2010 has been filed by TSG International Marketing Private Limited against United Breweries (Holdings) Limited and others before the City Civil Court, Bangalore. Our Company is the second respondent, City Properties Maintenance Company Bangalore Limited is the third respondent and Prestige Amusement Private Limited is the fourth defendant in the suit. The petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996. The petitioner alleges that pursuant to several agreements to lease executed by the petitioner with the first and second defendants, the petitioner had occupied certain facilities at the Collection Mall, U B City, Vittal Mallya Road, Bangalore. The petitioner contends that the leased premises does not provide for adequate infrastructure and has been poorly maintained and that though the same has been bought to the notice of the defendants on several occasions, the defendants have failed in taking appropriate actions for rectifying the same. Further, the petitioner has challenged the high monthly rental, maintenance charges, electricity charges and air-conditioning charges collected by the Collection Mall in UB City. The petitioner seeks to restrain the defendants from encashing the cheques provided by the petitioner as payments towards maintenance charges until the dispute between the parties is suitably resolved by way of arbitration or in the alternative obtain an unconditional bank guarantee and/or enforce maintenance of bank accounts at all times for an amount of Rs. 2.86 million till the dispute between the parties is finally resolved. The matter is pending.

Notice

A notice has been served on our Company, City Properties Maintenance Company Bangalore Limited and Prestige Amusements Private Limited by Lex Counsel Law Offices on behalf of TSG International Marketing Private Limited. The notice has been filed challenging the high monthly rental, maintenance charges, electricity charges and air-conditioning charges collected by the Collection Mall in UB City. A meeting has been called for under the notice for amicably resolving the above issues. our Company, City Properties Maintenance Company Bangalore Limited and Prestige Amusements Private Limited are yet to reply to the notice.

(ii) Contingent liabilities as at June 30, 2010

Nil

7. ***CapitaRetail Prestige Mall Management Private Limited***

(i) Cases filed by or against CapitaRetail Prestige Mall Management Private Limited

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

8. ***Brunton Developers***

(i) Cases filed by or against Brunton Developers

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

9. **Prestige Hitech Projects**

(i) Cases filed by or against Prestige Hitech Projects

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

10. ***Silverline Estates***

Civil litigation

(i) Cases filed against Silverline Estates

(a) A civil suit bearing O.S. No. 1002/2008 has been filed by HMT Township Nivasigala Kshemabhivrudhi Sangha against Silverline Estates and others before the court of the XVI Additional City Civil and Sessions Judge, Bangalore. The contention of the plaintiff is that the first defendant has constructed more than 800 flats on property measuring 7.59 acres, situated at plot number ML 11/20 A, Peenya Plantation, Bangalore North, earmarked for the development of heavy industries without obtaining conversion orders for conversion of agricultural land into residential land. The plaintiff has

further alleged that the residential construction is on a public road connecting the plaintiff's township to the ancillary units of the Company. The plaintiff has sought a decree of permanent injunction restraining the first defendant from continuing construction work on the suit property. The plaintiff has also filed an interim application for *ex-parte* injunction to restrain the first defendant from continuing with construction on the suit property. The first defendant has filed objections to the said interim application and a subsequent interim application on March 10, 2008 seeking dismissal of the suit for non-joinder of necessary parties. The matter is pending and has been posted for the plaintiff to file objection to interim application filed by the defendant.

(b) A consumer complaint bearing C.C. No. 3002/2009 has been filed by M.N.Somashekar against Silverline Estates represented by its partner, Zackria Hashim before the Bangalore Rural I Additional Consumer Disputes Redressal Forum. The petitioner alleges that respondents have failed to hand over the apartment situated in our "Prestige Kensington Gardens" project to the complainant on time. On account of the above, the petitioner has sought for execution of a deed of conveyance for conveying the suit property and has also claimed a compensation of Rs. 1.48 million towards payment of interest and rent. The suit is pending.

(c) A consumer complaint bearing C.C. No. 204/2010 has been filed by M.N. Somashekar against Silver Line Estates represented by its partner Zackaria Hashim before the Karnataka State Consumer Disputes Redressal Commission, Bangalore. The complainant alleges that consideration was paid for the purchase of a residential apartment in our ' Prestige Kensington Gardens' project, which was to be handed over to the complainant by April 20, 2008. Owing to the delay in handing over the apartment, the petitioner has claimed a compensation of Rs. 1.48 million towards interest and compensation besides invoking a prayer for immediate delivery of the complainant's apartment. The matter is pending.

(ii) Cases filed by Silverline Estates

Nil

(iii) Contingent liabilities as at June 30, 2010

Nil

11. ***Prestige Notting Hill Investments***

(i) Cases filed against Prestige Notting Hill Investments

A civil suit bearing O.S. No. 4/2009 has been filed by Ramalingaiah and others against Sashikala. R. Nayak and others before the Civil Judge (Senior Division), Bangalore. Prestige Notting Hill Investments is the sixth defendant in the suit. The case of the plaintiffs relate to unfair alienation of joint family property measuring 1.57 acres situated in Sy. No. 9, Kalena Agrahara Village, Begur Hobli, Bannerghatta, Bangalore by the defendants in favour of Prestige Notting Hill Investments. The plaintiffs have claimed ownership over their respective share in the suit property and allege that the property was sold by the defendants while the plaintiffs were minors. Prestige Notting Hill Investments is yet to file its written statement in the suit. The matter is pending.

(ii) Cases filed by Prestige Notting Hill Investments

Nil

(iii) Contingent liabilities as at June 30, 2010

Nil

12. ***Prestige KRPL Tech Park***

(i) Cases filed by or against Prestige KRPL Tech Park

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

13. ***Prestige Ozone Properties***

(i) Cases filed by or against Prestige Ozone Properties

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

14. ***Prestige Whitefield Developers***

(i) Cases filed by or against Prestige Whitefield Developers

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

15. ***RRR Investments***

(i) Cases filed by or against RRR Investments

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

16. ***Eden Investments***

(i) Cases filed by or against Eden Investments

Nil

(ii) Contingent liabilities as at June 30, 2010

Nil

Cases involving Group Entities

1. ***Kandid Marketing Services Private Limited***

(i) Cases filed by or against Kandid Marketing Services Private Limited

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

2. ***Prestige Builders and Developers Private Limited***

(i) Cases filed by or against Prestige Builders and Developers Private Limited

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

3. ***Prestige Fashions Private Limited***

(i) Cases filed by or against Prestige Fashions Private Limited

Nil

(ii) Contingent liabilities as at March 31, 2010

Particulars	**Amount (in Rs.)**
Capital commitments	9,933,530

4. ***Prestige Garden Estates Private Limited***

(i) Cases filed against Prestige Garden Estates Private Limited

Nil

(ii) Cases filed by Prestige Garden Estates Private Limited

A writ appeal bearing W.A. No. 485/2010 has been filed by Prestige Garden Estates Private Limited against Hyderabad Metropolitan Development Authority and another before the High Court of Judicature at Andhra Pradesh. The appeal has been preferred against the order passed in W.P No.12845/2009, whereby the appellant was disallowed interest payments on the amount paid to HMDA in connection with an auction for purchase of property at Sy. No. 100, 109 and 114, Kokapet Village, Rajendranagar Mandal, Ranga Reddy District, Andhra Pradesh. The matter is pending.

(iii) Contingent liabilities as at March 31, 2010

Nil

5. ***Prestige Golf Resorts Private Limited***

(iii) Cases filed by or against Prestige Golf Resorts Private Limited

Nil

(iv) Contingent liabilities as at March 31, 2010

Nil

6. ***Prestige Home Finance Private Limited***

(i) Cases filed by or against Prestige Home Finance Private Limited

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

7. ***Castlewood Investments***

(i) Cases filed against Castlewood Investments

A civil suit bearing O.S. No. 277/2008 has been filed by Ullas K.G and others against Castlewood Investments and others before the Principal Civil Judge, Bangalore Rural District, Bangalore. The contention of the plaintiff is that they are the joint owners of the property located at site bearing Sy. No. 79, Nagondanahally, Whitefield, which forms part of 'Glen Morgan' and they have erected a fence around the property. The plaintiff has also applied for an interim injunction to restrain the defendants from carrying out any illegal construction of compound walls on the suit property. The matter is posted for filing of written statement by the defendants. The matter is pending.

(ii) Cases filed by Castlewood Investments

Nil

(iii) Contingent liabilities as at March 31, 2010

Nil

8. ***Colonial Estates***

(i) Cases filed against Colonial Estates

(a) Civil suits bearing O.S. No. 1335/2006 and O.S. No. 1336/2006 have been filed by S.A. Rudhraradhya against S. Sreenivasa Murthy and others before the Vacation Judge, Bangalore Rural District, Bangalore. Colonial Estates is the fifth defendant in the suit. The plaintiff claims ownership of the property measuring five acres situated in Sy. No. 27/1 and 27/2 of Sreeramanahalli Village, Hesarghatta Hobli, Bangalore North. The contention of the plaintiff is that the first, third and fourth defendants executed sale deeds for sale of the suit property in favour of Colonial Estates without the plaintiff's knowledge. The plaintiff further alleges that the power of attorney purported to have been executed by the plaintiff in favour of the fourth defendant on July 3, 1995 was a forged document and therefore has prayed for setting aside the power of attorney and the sale deeds executed on July 30, 2004. The second defendant in his written statement has alleged that subsequent to filing the plaint, the plaintiff has received the balance sale consideration for the sale of suit property. Further the court by an order dated September 20, 2008 dismissed the interim application filed by the second, third, fourth and fifth defendants on the suit, alleging insufficiency of court fees paid by the plaintiff. Aggrieved by the said order, the defendants preferred writ petitions bearing No. W.P. 13120/2008 and W.P. 13121/2008 against the plaintiff, for setting aside the order of September 20, 2008. The matter is pending.

(b) A civil suit bearing O.S. No. 1337/2006 has been filed by S.A. Revanasidappa against S. Sreenivasa Murthy and others before the court of Vacation Judge, Bangalore Rural District, Bangalore. Colonial Estates is the

fifth defendant in the suit. The plaintiff claims ownership of the property measuring five acres situated in Sy. No. 27/1 and 27/2 of Sreeramanahalli Village, Hesarghatta Hobli, Bangalore North. The contention of the plaintiff is that the first, third and fourth defendants executed registered sale deeds for sale of the suit property in favour of Colonial Estates without the plaintiff's knowledge. The plaintiff further alleges that the power of attorney purported to have been executed by the plaintiff in favour of the fourth defendant on July 3, 1995 was a forged document. The plaintiff has prayed for setting aside the power of attorney and the sale deeds executed on July 30, 2004. The second defendant in his written statement has alleged that subsequent to filing the plaint, the plaintiff has received the balance sale consideration for the sale of suit property. The court by an order of September 20, 2008 dismissed the interim application filed by the second, third, fourth and fifth defendants on the suit, which alleged insufficiency of court fees paid by the plaintiff. In response to the above, the defendants preferred writ petitions bearing No. W.P. 13123/2008 against the plaintiff, for setting aside the order of September 20, 2008. The second defendant, Guru Prasad has since deceased and the court has called for his legal representatives to come on record. The matter is pending.

(ii) Cases filed by Colonial Estates

Nil

(iii) Contingent liabilities as at March 31, 2010

Nil

9. ***United Agencies***

(i) Cases filed by or against United Agencies

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

10. ***Langford Realtors***

(i) Cases filed by or against Langford Realtors

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

11. ***Cunningham Investments***

(i) Cases filed by or against Cunningham Investments

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

12. ***Fifth Avenue***

(i) Cases filed by or against Fifth Avenue

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

13. ***Eureka Investments***

(i) Cases filed by or against Eureka Investments

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

14. ***PHR Developers***

(i) Cases filed against PHR Developers

A dispute bearing No. JRD/ACB/III/2007-2008 has been filed by Amanath Co-operative Bank Limited against PHR Developers, represented by partner Irfan Razack before the Joint Registrar of Co-operative Societies Bangalore., Amanath Co-operative Bank Limited had entered into a memorandum of understanding with PHR Developers whereby the latter had undertaken to construct a multistoried building for the complainant bank. The contention of the complainant is that that pursuant to such memorandum of understanding, PHR Developers has charged excessive costs to the extent of approximately Rs. 388.87 million on account of inflated land costs, inflated interest on the overdraft account that was opened with the bank in the name of PHR Developers to finance the construction of the building, transfer of funds from the aforementioned account to unauthorized persons and failure to produce bills to support certain costs incurred. The complainant also alleges violation of procedure since one of the partners of PHR Developers was the wife of the then President of Amanath Co-operative Bank. The complainant has prayed for the loss to be made good along with interest. However, the report of the enquiry commission that was appointed under the Karnataka Co-operative Societies Act, 1959 to look into alleged irregularities in the affairs of the bank has held PHR Developers responsible for overcharging construction costs to the extent of Rs. 83.70 million. The findings of the enquiry report have been challenged by PHR Developers by way of petition dated January 18, 2010. The matter is pending.

Separately Mr. Irfan Razack was served a summons dated January 24, 2008 to appear before the Joint Registrar of Cooperative Societies in relation to an application that had been filed by Amanath Cooperative Bank under the Karnataka Cooperative Societies Act 1959, for the attachment of immovable property belonging to certain persons. Mr. Razack is named as a respondent in this application. The affidavit to this application that is filed by the general manager of Amanath Bank states that Mr. Irfan Razack, amongst others, is an ex-director of the bank and is hence responsible for mismanaging the funds of the bank which has resulted in losses to the bank. However, Mr. Irfan Razack is not being represented in this case since it has been filed against him in the capacity of an ex-director of the bank, which has been denied by him earlier. Additionally, Mr. Irfan Razack has obtained a written confirmation from Mr. Syed Zameer Pasha, the present administrator of the Bank, by a letter dated March 24, 2010 that Mr. Irfan Razack has at no point of time accepted a position on the Board of the Bank.

(ii) Cases filed by PHR Developers

Nil

(iii) Contingent liabilities as at March 31, 2010

Nil

15. ***23 Carat***

(i) Cases filed by or against 23 Carat

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

16. ***Daffodil Investments***

(i) Cases filed by or against Daffodil Investments

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

17. ***Prestige Constructions***

(i) Cases filed by or against Prestige Constructions

(a) A civil suit bearing O.S. No. 1646/2004 has been filed by R. P. Umadevi against R.P. Shivashankar and others before the Civil Judge (Senior Division), Bangalore. Prestige Constructions is the third defendant in the suit. The contention of the plaintiff is that the other defendants, without the knowledge of the plaintiff, executed a sale deed in favour of our Company for sale of ancestral property belonging to the HUF, situated at Sy. Nos. 58/3, 58/4, 60/2 and 27/27, Vishwanathapura Village, Hesaraghatta Hobli, Bangalore for which no partition was effected. In the written statement filed by Prestige Constructions, it has been affirmed that the plaintiff was fully informed of the execution of the sale deed and that various caveats were served on the plaintiff, which was duly acknowledged. The matter is pending for hearing the defendants. Prestige Constructions has also filed an interim application on the matter, challenging the maintainability of the suit since the plaintiff had failed to pay requisite court fees. The matter is pending.

(b) A civil suit bearing O.S. No. 264/2005 has been filed by Girijamma and the others against R.C. Basavarajaiah and others for declaration of ownership of suit property and setting aside of sale deed dated October 5, 1994, December 31, 1994 and May 29, 1995 and the conversion certifactes dated January 17, 1995 and April 18, 1995 before the First Additional Civil Judge (Senior Division), Bangalore Rural District, Bangalore. Rezwan Razack, Anjum Razack and Prestige Constructions are the seventh, eighth and ninth defendants respectively. The contention of the plaintiff is that defendants one, two and three colluded with each other and sold to defendants six, seven, eight and nine, the joint family property measuring 3 acres situated at Sy. No. 60/2 at Addevishwanathapura, Hesarghatta Hobli, Bangalore North. The plaintiffs have filed an interim application seeking temporary injunction to restrain defendants six to nine from altering the nature of the suit property. Defendants six to nine have opposed the interim application on

grounds that the plaintiffs have thrice failed previously to make a prima facie against the defendants and in proving balance of convenience in their favour for grant of an interim injunction. The defendants have also filed an interim application to the effect that the valuation of the suit is inaccurate. The matter is pending.

(c) A civil suit bearing O.S. No. 982/09 has been filed by Shivamma against Prestige Constructions before the Principal Civil Judge (Senior Division), Bangalore Rural District, Bangalore for declaration of ownership of the suit property. The contention of the plaintiff is that the defendant had alienated the suit property measuring 1.975 acres situated at Sy. No. 57/2, Addevishwanathapura Village, Bangalore North, being the joint family property of the plaintiff. The plaintiff has sought for permanent injunction against the defendant from alienating the suit property and to further declare any alienation of the suit property as null and void. The matter is pending.

(d) A civil suit bearing O.S. No. 194/04 has been filed by Manjunath and against Prestige Constructions before the Principal Civil Judge (Senior Division), Bangalore Rural District, Bangalore for declaration of ownership of the suit property. The contention of the plaintiff is that the defendant had alienated the suit property measuring 1.975 acres situated at Sy. No. 57/2, Addevishwanathapura Village, Bangalore North, being the joint family property of the plaintiff. The plaintiff has sought for permanent injunction against the defendant from alienating the suit property and to further declare any alienation of the suit property as null and void. The matter is pending.

(ii) Contingent liabilities as at March 31, 2010

Nil

18. ***Morph***

(i) Cases filed by or against Morph

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

19. ***Xtasy Investments***

(i) Cases filed by or against Xtasy Investments

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

20. ***Prestige Realty Ventures***

(i) Cases filed by or against Prestige Realty Ventures

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

21. ***Educate India Trust***

(i) Cases filed by or against Educate India Trust

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

22. ***Educate India Foundation***

(i) Cases filed by or against Educate India Foundation

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

23. ***S. Razack Family Trust***

(i) Cases filed by or against S. Razack Family Trust

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

24. ***Prestige Foundation***

(i) Cases filed by or against Prestige Foundation

Nil

(ii) Contingent liabilities as at March 31, 2010

Nil

25. ***India Learning Foundation***

(i) Cases filed by or against Prestige Foundation

Nil

(ii) Contingent liabilities as as at March 31, 2010

Nil

Other Development Entities

1. ***Thomsun Realtors Private Limited***

(i) Contingent liabilities as at March 31, 2010

Nil

2. ***Vijaya Productions Private Limited***

(i) Contingent liabilities as at March 31, 2009

S. No.	Particulars
1.	Income tax appeals pending before the Supreme Court relating to the assessment years 1984-85 to 1992-93. The exact liability cannot be quantified
2.	Legal case filed by Bhora Group before the High Court of Tamil Nadu, Chennai
3.	Urban Land Commissioner proceedings to take over alleged surplus land is pending before the Tamil Nadu High Court, Chennai.

Tax Litigation

Cases involving our Company

1. Appeals bearing ITA No. 105/2009, 106/2009 and 107/2009 were filed by our Company against the Assistant Commissioner of Income Tax before the High Court of Karnataka, Bangalore. The appeals were preferred over the order passed by the Income Tax Appellate Tribunal, Bangalore Bench B dated October 23, 2008 disallowing compounding fees with respect to assessment years 2001-2002 to 2003-2004. The contention of the appellant was that fees paid for regularising deviations in the sanctioned plan up to certain permitted limits under municipal laws of the state of Karnataka could not be treated as penalty. Our Company has discharged the demanded amount of approximately Rs. 13.75 million. The appeals were dismissed by the High Court of Karnataka, Bangalore. Our company has preferred a special leave petition over orders passed in the above appeals. The matter is pending.

2. An appeals bearing ITA No. 802/2009 has been filed by our Company against the Income Tax Appellate Tribunal before the High Court of Karnataka, Bangalore. The appeals have been preferred over the order passed by the Income Tax Appellate Tribunal, Bangalore dated September 11, 2009 disallowing compounding fees with respect to assessment year 2005-2006. The contention of our Company is that fees paid for regularising deviations in the sanctioned plan up to certain permitted limits under municipal laws of the state of Karnataka cannot be treated as penalty. The matter is pending.

3. An appeal has been filed by our Company against the Commissioner of Income Tax (Appeals) - VI before the Commissioner of Income Tax (Appeals) VI. The appeals have been preferred over the order passed by the Deputy Commissioner of Income Tax dated December 31, 2009 disallowing compounding fees with respect to assessment year 2007-2008. The contention of our Company is that fees paid for regularising deviations in the sanctioned plan up to certain permitted limits under municipal laws of the state of Karnataka cannot be treated as penalty. The matter is pending.

4. An appeal bearing ITA No. 466/2009 has been filed by our Company against the Deputy Commissioner of Income Tax before the High Court of Karnataka, Bangalore. The appeal has been preferred over the order passed by the Income Tax Appellate Tribunal, Bangalore Bench B dated May 29, 2009 disallowing compounding fees with respect to assessment year 2004-2005. The contention of the appellant is that the fees paid for regularising deviations in the sanctioned plan up to certain permitted limits as provided for under municipal laws of the state of Karnataka, cannot be treated as penalty. Our Company has discharged the demanded amount of approximately Rs. 1.76 million. The matter is pending.

5. An appeal has been filed by our Company before the Commissioner of Income Tax (Appeals) – VI, Bangalore against the orders passed the Deputy Commissioner of Income Tax on December 31, 2008, disallowing compounding fees with respect to assessment year 2006-2007. The appeal has been filed against disallowance of compounding fees. The appellant further contends that i) income derived from 'The Forum' mall and 'Eva' mall is to be treated under the head 'profits and gains from business or profession' and not under the head 'income from house property'; ii) income derived from providing fit outs on hire is to be treated under the head 'income from other sources' and not under the head 'income from house property'; and iii) 'completed method' is to be adopted for computing income of joint development

projects as against 'percentage completion method'. An approximate amount of Rs. 25.98 million demanded from our Company has been adjusted against refund from the income tax department for assessment year 2007-2008. The appeal was partially allowed on December 17, 2009 by the Commissioner of Income Tax (Appeals) – VI. Separate appeals bearing Nos. ITA No. 97/B/10 and ITA Appeal No. 184/B/2010 have been preferred on January 27, 2010 by our Company and by the Deputy Commissioner of Income Tax on February 17, 2010 before the Income Tax Appellate Tribunal over the above order passed by the Commissioner of Income Tax (Appeals) – VI. The matter is pending.

6. An appeal has been filed by our Company against the Deputy Commissioner of Income Tax before the Commissioner of Income Tax (Appeals) VI. The appeal has been preferred over the order of the Deputy Commissioner of Income Tax dated March 26, 2007, levying a penalty of approximately Rs. 0.33 million with respect to assessment year 2002-2003. The penalty was levied on account of delay in filing dues for the assessment year 2002-2003. Our Company has discharged the demanded amount of approximately Rs. 0.33 million. The matter is pending.

Cases involving our Subsidiaries

1. Downhills Holiday Resorts Private Limited

An appeal bearing ITA No. 590/2008 has been filed by the Commissioner of Income Tax against Downhills Holiday Resorts Private Limited, Pennar Hotels and Resorts Private Limited, Foothills Resorts Private Limited and Village De Nandi Private Limited before the High Court of Karnataka, Bangalore. The appeal has been preferred over the order passed by Income Tax Appellate Tribunal on December 12, 2007. The contention of the appellant is that transfer of capital assets on conversion of a partnership firm into a limited company even under Part IX of the Companies Act, 1956 would be liable to tax under the head 'capital gains'. The amount demanded is approximately Rs. 37.5 million. The matter is pending.

2. Pennar Hotels and Resorts Private Limited

An appeal bearing ITA No. 590/2008 has been filed by the Commissioner of Income Tax against Downhills Holiday Resorts Private Limited, Pennar Hotels and Resorts Private Limited, Foothills Resorts Private Limited and Village De Nandi Private Limited before the High Court of Karnataka, Bangalore. The appeal has been preferred over the order passed by Income Tax Appellate Tribunal on December 12, 2007. The contention of the appellant is that transfer of capital assets on conversion of a partnership firm into a limited company even under Part IX of the Companies Act, 1956 would be liable to tax under the head 'capital gains'. The amount demanded is approximately Rs. 37.5 million. The matter is pending.

3. Foothills Resorts Private Limited

An appeal bearing ITA No. 590/2008 has been filed by the Commissioner of Income Tax against Downhills Holiday Resorts Private Limited, Pennar Hotels and Resorts Private Limited, Foothill Resorts Private Limited and Village De Nandi Private Limited before the High Court of Karnataka, Bangalore. The appeal has been preferred over the order passed by Income Tax Appellate Tribunal on December 12, 2007. The contention of the appellant is that transfer of capital assets on conversion of a partnership firm into a limited company even under Part IX of the Companies Act, 1956 would be liable to tax under the head 'capital gains'. The amount demanded is approximately Rs. 37.5 million. The matter is pending.

4. Village De Nandi Private Limited

An appeal bearing ITA No. 590/2008 has been filed by the Commissioner of Income Tax against Downhills Holiday Resorts Private Limited, Pennar Hotels and Resorts Private Limited, Foothill Resorts Private Limited and Village De Nandi Private Limited before the High Court of Karnataka, Bangalore. The appeal has been preferred over the order passed by Income Tax Appellate Tribunal on December 12, 2007. The contention of the appellant is that transfer of capital assets on conversion of a partnership firm into a limited company even

under Part IX of the Companies Act, 1956 would be liable to tax under the head 'capital gains'. The amount demanded is approximately Rs. 37.5 million. The matter is pending.

5. ICBI (India) Private Limited

A suit bearing ITA No. 575/Bang/2004 has been remitted back to Commissioner of Income Tax (Appeals) by the Income Tax Appellate Tribunal, Bangalore Bench 'B' on January 31, 2006. The suit was filed with respect to assessment year 1998-1999 and was remitted back since the Commissioner of Income Tax (Appeals) had not dealt with issues raised regarding valuation made by the District Valuation Officer. ICBI (India) Private Limited has discharged the demanded amount of approximately Rs. 4.72 million. The matter is pending.

Cases involving our Promoters

Direct Tax

1. Irfan Razack

(i) An appeal bearing ITA No. 809/2008 has been filed by the Commissioner of Income Tax against Irfan Razack before the High Court of Karnataka, Bangalore. The appeal has been preferred over the order passed by the Income Tax Appellate Tribunal in ITA No. 719/Bang 2006 on March 23, 2008, with respect to assessment year 2001-2002. The contention of the income tax department is that proceeds from sale of property in the particular suit is to be taxed under the head 'profits and gains from business or profession' and not under 'capital gains'. The matter is pending.

(ii) An appeal has been filed by Irfan Razack against the Deputy Commissioner of Income Tax, Central Circle before the Commissioner of Income Tax (Appeals) VI, Bangalore with respect to assessment years 2005-2006 and 2006-2007. The contention of the appellant is that income derived from investment in securities managed by a portfolio management company is to be treated under the head 'capital gains' and not under 'profits and gains from business or profession'. The demand amount of approximately Rs. 1.30 million is to be adjusted against refunds due from the income tax department, pursuant to giving effect to the orders of the Commissioner of Income Tax (Appeals) passed in earlier assessment years. The matter is pending.

2. Rezwan Razack

(i) An appeal bearing ITA No. 810/2008 has been filed by the Commissioner of Income Tax against Rezwan Razack before the High Court of Karnataka, Bangalore. The appeal has been preferred over the order passed by the Income Tax Appellate Tribunal in ITA No. 718/Bang 2006 on March 23, 2008, with respect to assessment year 2001-2002. The contention of the income tax department is that proceeds from sale of property in the particular case is to be taxed under the head 'profits and gains from business or profession' and not under 'capital gains'. The matter is pending.

(ii) An appeal has been filed by Rezwan Razack against the Deputy Commissioner of Income Tax, Central Circle before the Commissioner of Income Tax (Appeals) VI, Bangalore with respect to assessment years 2005-2006 and 2006-2007. The contention of the appellant is that income derived from investment in securities managed by a portfolio management company is to be treated under the head 'capital gains' and not under 'profits and gains from business or profession'. The demanded amount of approximately Rs. 1.17 million is to be adjusted against refunds due from the income tax department, pursuant to giving effect to the orders of the Commissioner of Income Tax (Appeals) passed in earlier assessment years. The matter is pending.

Cases involving our Associate Companies

1. Cessna Garden Developers Private Limited

Appeals were filed by Cessna Garden Developers Private Limited on January 31, 2007 before the Commissioner of Income Tax (Appeals) I against the orders passed by the Deputy Commissioner of Income Tax, Circle 11(2), Bangalore on December 28, 2006 with respect to assessment years 2000-2001, 2001-2002 and 2002-2003. The contention of the appellant was that gains derived from sale of property was to be treated under the head 'capital gains and not under the head 'profits and gains from business or profession'. Our Company discharged the demanded amount of approximately Rs. 6.73 million. The appeals were dismissed on May 25, 2010 by Commissioner of Income Tax (Appeals) I. Cessna Garden Developers Private Limited has preferred an appeal to the Income Tax Appellate Tribunal over the above order. The matter is pending.

Cases involving Group Entities

Direct Tax

1. Fifth Avenue

(i) A special leave petition SLP No. 31545/2008 was filed by Fifth Avenue before the Supreme Court of India to bring to the court's cognisance a question of law, which the High Court of Karnataka had formulated but omitted to answer. The question of law related to whether a partnership firm could be taxed for amounts received by individual partners. The Supreme Court has remanded the question to the assessing officer for fresh consideration based on facts. This is in addition to a matter already remanded to the assessing officer by the Karnataka High Court by its order dated July 10, 2008 in ITA No. 87/2004, on a question whether certain amounts were to be considered for computation in different assessment years or in the assessment year 1993-1994. The matter is pending.

(ii) The Income Tax Appellate Tribunal has passed an order on October 31, 2007 in appeal bearing ITA No. 358/Bang/2003, setting aside the order passed by the Assistant Commissioner imposing a penalty on the appellant under Section 271 (1) (c) of the Income Tax Act, 1961. The matter has been remitted to the assessing officer for fresh consideration based on additional information. The matter is pending.

Indirect Tax

Cases involving our Company

An appeal bearing S.T. No. 126/09 has been filed by our Company against the Commissioner of Service Tax before the Customs, Excise and Service Tax Appellate Tribunal, Bangalore. The appeal has been preferred over the order passed by the Commissioner of Service Tax in OIO No. 71/2007 on dated July 10, 2007, challenging service tax liability imposed on the appellant to an extent of approximately Rs. 3.18 million. The contention of the appellant is that the income considered for assessing the appellant's service tax liability was not liable to taxation under the Finance Act, 1994. The tribunal has passed an order on September 11, 2009 granting stay of recovery of service tax and penalty. The matter is pending.

Cases involving our Subsidiaries

Nil

Cases involving our Associate Companies

Nil

Cases involving Group Entities

1. Silverline Estates

(i) An appeal has been filed by Silverline Estates before the Joint Commissioner of Commercial Taxes (Appeals), Bangalore. The appeal has been preferred against the order passed by the Commercial Tax Officer, Audit 12, Bangalore, challenging the position taken by the Commercial Taxes Department which classified agreements to sell executed by the appellant with its customers as works contract. The appellant contends that the sub-contractor to whom the project has been sub-contracted has discharged the applicable tax liability. Further, the appellant contends that it was only because advances were received prior to and/or during construction of flats that the Assessing Officer has held the agreements to be in the nature of a woks contract. The appellant has discharged the tax liability imposed, under protest. The matter is pending.

Details of past penalties

A criminal complaint bearing C.C. No. 48/05 was filed by the Registrar of Companies, Karnataka against our Company, Promoters and members of our Promoter group before the Special Court for Economic Offences, Bangalore. Our Company had delayed filing the balance sheet and profit and loss account as required under section 220(3) of the Companies Act, 1956 for the financial year ended March 31, 2004. Our Promoters, being officers in default were alleged to be liable for the inaction. The complainant has prayed for a levy of fine amounting to Rs. 500 per day for every day during which the default continued. The court has passed an order in the matter on April 4, 2005 levying a consolidated fine of Rs. 6,000 which was duly paid by the Company, pursuant to which the matter was closed.

GOVERNMENT APPROVALS

In view of the approvals listed below, we can undertake this Issue and our current business activities and no further major approvals from any governmental or regulatory authority or any other entity is required to undertake the Issue or continue our business activities. Unless otherwise stated, these approvals are all valid as of the date of this Red Herring Prospectus. The Company requires approvals from various governmental and local bodies in relation to all the projects executed or to be executed by it. These approvals are required at various stages of construction and shall be granted to us by these authorities subject to our compliance with the requirements of the local laws. These include no objections certificates from government agencies, plan sanctions from the authorities, commencement certificate and occupancy certificate. In addition to the above, we also require the approvals under various environmental legislations for all our projects. We shall apply for these at the relevant stages of the construction.

Approvals related to the Issue

1. In-principle Approval from the National Stock Exchange dated January 8, 2010.

2. In-principal Approval from the Bombay Stock Exchange dated January 21, 2010.

3. Our Board of Directors has, pursuant to a resolution passed at its meeting held on November 10, 2009, authorised the Issue subject to the approval by the shareholders of our Company under Section 81 (1A) of the Companies Act, such other authorities as may be necessary.

4. The shareholders of our Company have pursuant to a resolution dated November 10, 2009, under Section 81(1A) of the Companies Act, authorised the Issue.

Approvals to carry on our Business

1. Our Company has been allotted PAN number AABCP8096K.

2. Our Company has been allotted TAN number BLRP01504G.

3. Certificate of VAT Registration dated February 21, 2009 with TIN 29080327149 issued by the Assistant Commissioner of Commercial Taxes, Bangalore registering our Company as a dealer with principal place of business at No. 1, The Falcon House, Main Guard Cross Road, Bangalore 560 001 under the Karnataka Value Added Tax Act, 2003.

4. Registration certificate dated January 8, 2008 issued by Superintendent, Service Tax Commissionerate, Bangalore, registering the Company under section 69 of the Finance Act, 1994 for payment of service tax on the services of (i) real estate agents (ii) construction of residential complexes (iii) construction services in respect of commercial or industrial buildings and civil structures (iv) renting of immovable property services (v) works contract services with service tax code no. AABCP8096KST001.

5. Registration certificate dated December 22, 1986 bearing No. 70/CE/0063 issued by the Inspector (Shops & Establishments), registering the Company under the Karnataka Shops and Establishments Act, 1961. This registration is valid until 2013.

6. Enrolment certificate dated August 21, 1997 bearing No. 206501116.8 issued by the Profession Tax Officer, Karnataka, enrolling the Company under the Karnataka Tax on Professions, Trades, Calling and Employments Act, 1976.

7. Registration certificate dated May 6, 1994 bearing No. 2002153-7 issued by the Profession Tax Officer, Karnataka, registering the Company as an employer under the Karnataka Tax on Professions, Trades, Calling and Employments Act, 1976.

8. Registration certificate dated December 22, 1993 bearing registration No. KN/PF/ENF.VIII/212/93 issued by the Office of the Regional Provident Fund Commissioner,

Karnataka, registering the Company under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 with effect from December 1, 1993.

9. Registration certificate dated January 18, 2009 bearing No. 00405851 issued by the Assistant Commissioner of Commercial Taxes, registering the Company under the Karnataka Sales Tax Act, 1957.

10. Registration certificate dated January 18, 2000 bearing No. 00455854 issued by the Assistant Commissioner of Commercial Taxes, registering the Company under the Central Sales Tax Act, 1956.

Other Approvals

1. Approval dated September 9, 2010 bearing number 2/B10800/10 granted by the Regional Director, Ministry of Corporate Affainrs, Chennai 6 to Prestige Leisure Resorts Private Limited under Section 297 (1) of the Companies Act for entering into contarcts not exceeding a specified values as mentioned below.

SI. No.	Contractee Party	Estimated value per annum (in Rs. Million)	Period
1.	Morph Design Company	250.00	5 years from May 20, 2010
2.	Morph	250.00	5 years from May 20, 2010
3.	Window Care	10.00	5 years from May 20, 2010
4.	Prestige Property Managment and Services	30.00	5 years from May 20, 2010
5.	Prestige Fashions Private Limited	10.00	5 years from May 20, 2010

2. Approval dated September 9, 2010 bearing number 2/B10793/10 granted by the Regional Director, Ministry of Corporate Affairs, Chennai 6 to Cessna Garden Developers Private Limited under Section 297 (1) of the Companies Act for entering into contarcts not exceeding Rs. 300 million per annum with Prestige Property Managment & Services. The contract period is valid for of five years from September 6, 2010 to September 5, 2015.

3. Approval dated January 13, 2010 bearing number 2/B9567/06/ granted by the Regional Director, Ministry of Corporate Affainrs, Chennai 6 to the Company under Section 297 (1) of the Companies Act for entering into contarcts not exceeding Rs. 400.00 million per annum with Prestige Property Managment & Services. The contract period is valid for five years from January 13, 2010 to January 12, 2015.

4. Approval dated January 12, 2010 bearing number 2/B9667/06 granted by the Regional Director, Ministry of Corporate Affainrs, Chennai 6 to the Company under Section 297 (1) of the Companies Act for entering into contarcts not exceeding a specified values as metioned below.

SI. No.	Contractee Party	Estimated value per annum (in Rs. Million)	Period
1.	Sublime	100.00	Five years from January 12, 2010
2.	Cessna Garden Developers Private Limited	200.00	Five years from January 12, 2010
3.	Morph Design Company	100.00	Five years from January 12, 2010
4.	Prestige Notting Hill Investment	150.00	Five years from January 12, 2010
5.	Prestige Amusement Private Limited	35.00	Five years from January 12, 2010
6.	Morph	100.00	Five years from January 12, 2010
7.	Spring Green	10.00	Five years from January 12, 2010
8.	Window Care	10.00	Five years from January 12, 2010

5. Approval dated January 12, 2010 bearing number 2/B10649/2009 granted by the Regional Director, Ministry of Corporate Affainrs, Chennai 6 to Prestige Garden Constructions Private Limited under Section 297 (1) of the Companies Act for entering into contarcts not exceeding Rs. 10 million with Capital Land Retail Prestige Mall Management Private Limited. The contract period is valid for five years from January 12, 2010 to January 11, 2015.

Applications made

I. Applications made under Section 297 of the Companies Act

II. Compounding Applications under Section 621A of the Companies Act

1. Compounding application dated June 3, 2010 made by Prestige Leisure Resorts Private Limited under Section 621A of the Companies Act for compounding an offence punishable under Section 297 made to the Company Law Board, Chennai in relation to contracts entered into with:

   (i) Morph;
   (ii) Prestige Fashions Private Limited;
   (iii) Morph Design Compny;
   (iv) Window Care;
   (v) Prestige Property Managment & Services;
   (vi) Prestige Estates Projects Limited;
   (vii) Good Food Company; and
   (viii) Prestige Garden Constructions Private Limited.

2. Compounding application dated October 7, 2009 made by Prestige Estates Projects Limited under Section 621A of the Companies Act for compounding an offence punishable under Section 297 made to the Company Law Board, Chennai in relation to contracts entered into with:

   (i) Cessna Garden Developers Private Limited;
   (ii) Prestige Fashions Private Limited;
   (iii) Prestige Garden Constructions Private Limited;
   (iv) Silverline Estates;
   (v) Prestige Notting Hill Investments;
   (vi) Prestige Amusements Private Limited;
   (vii) Morph Design Company;
   (viii) Morph;
   (ix) Window Care; and
   (x) Prestige Propert Managment & Services.

3. Compounding application dated April 1, 2010 made by Cessna Garden Developers Private Limited under Section 621A of the Companies Act for compounding an offence punishable under Section 297 made to the Company Law Board, Chennai in relation to contracts entered into with:

   (i) Morph;
   (ii) Prestige Propert Managment & Services; and
   (iii) Prestige Estates Projects Limited.

III. Prestige Estates Projects Limited

Project: Prestige Silver Oak

Application for issue of NOC made by Irfan Razack to the Airports Authority of India for height clearance in relation to the property located at Sy. No. 121/1, 121/2, 121/3, 122, 129 and 130, Pattandur Agrahara Village, Whitefield, Bangalore.

Project: Marigowda Road

1. Application dated July 1, 2010 bearing number 24205 made to the KSPCB for obtaining the consent for establishment of a commercial development at Sy. No. 8/1, Dr. M. H. Marigowda Road, Adugodi Ward No. 63, Bangalore.

2. Application dated June 15, 2010 made to the Director General of Police and Director, Karnataka Fire and Emergency Services for obtaining an NOC for the proposed commercial office building at Sy. No. 8/1, Dr. M. H. Marigowda Road, Adugodi Ward No. 63, Bangalore.

3. Application dated May 31, 2010 made to the Divisional Engineer, Ulsoor Road, Bangalore for obtaining an NOC for the proposed commercial office building at Sy. No. 8/1, Dr. M. H. Marigowda Road, Adugodi Ward No. 63, Bangalore.

4. Application dated May 29, 2010 made to the Chief Engineer- Maintenance, K. G. Road, Bangalore for obtaining an NOC for the proposed commercial office building at Sy. No. 8/1, Dr. M. H. Marigowda Road, Adugodi Ward No. 63, Bangalore.

Project: Palace Road

1. Application dated June 26, 2010 made to the Chief Engineer- Maintenance, K. G. Road, Bangalore for obtaining an NOC for the proposed commercial office building at Municipal No. 46, Palace Road, Municipal Ward No. 77, Sampangiram Nagar, Bangalore.

2. Application dated June 25, 2010 made to the Divisional Engineer, BSNL, Ulsoor Road, Bangalore for obtaining an NOC for the proposed commercial office building at Municipal No. 46, Palace Road, Municipal Ward No. 77, Sampangiram Nagar, Bangalore.

3. Application dated July 6, 2010 made to the Divisional Engineer, Microwave Division, Ulsoor Road, Bangalore for obtaining an NOC for the proposed commercial office building at Municipal No. 46, Palace Road, Municipal Ward No. 77, Sampangiram Nagar, Bangalore.

Project: Brunton Road

1. Application dated June 28, 2010 made to the Divisional Engineer, BSNL, Ulsoor Road, Bangalore for obtaining an NOC for the proposed commercial office building at Municipal No. 19, Brunton Road, Bangalore.

2. Application dated June 29, 2010 made to the Chief Engineer- Maintenance, K. G. Road, Bangalore for obtaining an NOC for the proposed commercial office building at Municipal No. 19, Brunton Road, Bangalore.

3. Application dated June 26, 2010 made to the Assistant Executive Engineer, BESCOM, Bangalore for obtaining an NOC for the proposed commercial office building at Municipal No. 19, Brunton Road, Bangalore.

Project: Prestige Edwardian

1. Application dated May 21, 2010 made to the Director General of Police and Director, Karnataka Fire and Emergency Services for obtaining an NOC for the proposed residential building at No. 10, Dr. A. D. Loganathan Road, formerly Edward Road, Municipal Ward No. 78, Vasanth Nagar, Bangalore.

2. Application dated May 31, 2010 made to the Divisional Engineer, BSNL, Ulsoor Road, Bangalore for obtaining an NOC for the proposed residential building at No. 10, Dr. A. D. Loganathan Road, formerly Edward Road, Municipal Ward No. 78, Vasanth Nagar, Bangalore.

3. Application dated May 29, 2010 made to the Chief Engineer- Maintenance, BWSSB, K. G. Road, Bangalore for obtaining an NOC for the proposed residential building at No. 10, Dr. A.

D. Loganathan Road, formerly Edward Road, Municipal Ward No. 78, Vasanth Nagar, Bangalore.

Approvals in relation to our projects

Some of the important approvals received by us or our Subsidiaries, or any of the Group Entities or Other Development Entities, in relation to our Completed Projects are as follows:

I. *Prestige Estates Projects Limited*

Project: Prestige Shantiniketan

1. Modified development plan dated January 28, 2010 bearing No. BDA/TPM/3751/2009-10 for the residential and commercial building at Sy. No. Sy. Nos. 70, 71, 72, 73, 74, 74/1,2, 77/1A, 77/2A, 78/1, 77/1B, 77/2B of Sadarmangala and 129/2, 130 (P) Hoody Village, K.R. Puram, Bangalore East.

2. Work order dated July 10, 2008 bearing No. BAP:NYS:G.H:12/0601000/2008-09 issued by the Bangalore Development Authority for the residential and commercial complex at Sy. No. 70, 71, 72, 73, 74/1, 74/2, 77/1A, 77/2A, 78/1, 77/1B, 77/2B of Sadarmangala and 129, 130 Hoody Village, K.R. Puram, Bangalore East measuring 105 acres six guntas, issued pursuant to the approval of the modified plan.

3. Building license and sanction plan dated October 7, 2006 bearing No. NM/AS/AA3/P/70/06-07 issued by the Bangalore Development Authority for construction of four commercial blocks and a multi level car park at Sy. Nos. 70, 71, 72, 73, 74, 74/1,2, 77/1A, 77/2A, 78/1, 77/1B, 77/2B of Sadarmangala and 129/2, 130 (P) Hoody Village, K.R. Puram, Bangalore East.

4. Commencement certificate dated March 5, 2007 bearing No. BDA/EM/EO-III/TA-II/CC/T-726/06-07 issued by Bangalore Development Authority for construction of residential apartment, commercial complex and multi level car park blocks at Sy. No.s' 70, 71, 72, 73, 74/1, 74/2, 77/1A, 77/2A, 78/1, 77/1B, 77/2B of Sadarmangala and 129/2, 130 (P) Hoody Village, K.R. Puram, Bangalore East.

5. Certificate for change of land use dated December 29, 2005 bearing No. BAP:NYS:CLU:208/05-06/:3296 issued by Bangalore Development Authority for change of land use in respect of Sy. No. 74/1 (P) and 73 (P) measuring three acres 20 guntas from industrial to residential use.

6. Certificate for change of land use dated May 2, 2006 bearing No. BAP:NYS:CLU:426/05-06/:243:06-07 issued by Bangalore Development Authority for change of land use in respect of Sy. No. 77/1A (P), 77/2A (P) and 78/1A (P) totally measuring 11 acres 31 guntas or 47, 651.33 sq. mts. from industrial to commercial use.

7. Consent for establishment for installation of diesel generation sets dated June 12, 2009 bearing No. CFE-EIA/PEPPL/EIA-420/2009-10-H483 issued by the KSPCB for the residential and commercial complex at Sy. Nos. 70, 71, 72, 73, 74, 77 and 78 of Sadarmangala and 129, 130 Hoody Village, K.R. Puram, Bangalore East.

8. Clearance dated September 4, 2006 issued by the Ministry of Environment and Forests, Government of India for construction of residential and commercial complex at 'Prestige Shantiniketan' at Sy. Nos. 70, 71, 72, 73, 74, 77, 78 of Sadarmangala and 129, 130 Hoody Village, K.R. Puram, Bangalore East.

9. Compliance certificate dated September 22, 2009 bearing No. GBC(1)338/2005 issued by Karnataka State Fire and Emergency Services at Sy. Nos. 70, 71, 72, 73, 74, 77, 78 of Sadarmangala and 129, 130 Hoody Village, K.R. Puram, Bangalore East.

10. Consent dated May 3, 2006 bearing No. CFE-EIA/PEPPL/EIa-420/2006-07/40 issued by KSPCB for establishment of residential apartments, software park, multiplex, shopping mall and hotel at No. 70, 71, 72, 73, 74, 77, 78 of Sadarmangala and 129, 130 Hoody Village, K.R. Puram, Bangalore East.

11. Certificate for change of land use dated December 13, 2005 bearing No. BAP:NYS:CLU:19308/05-06/3099 issued by Bangalore Development Authority for change of land use in respect of Sy. Nos. 74, 77 and 78 measuring 15 acres three guntas from residential to commercial use and Sy. No. 129 and 130 measuring five acres 18 guntas from industrial to commercial usage.

No Objection Certificates

12. NOC dated June 27, 2006 bearing No. CGM/BMAZ/DGM/AGM-1/F/242/3668-72 issued by BESCOM in respect of Sy. No. 70, 71, 72, 73, 74/1, 74/2, 77, 77/1, 77/2A and 78 of Sadarmangala and 129/2, 130 Hoody Village, K.R. Puram, Bangalore East.

13. Revised fire NOC dated February 8, 2008 bearing No. GBC(1)338/2005 issued by Karnataka State Fire and Emergency Services for mixed occupancy buildings at Sy. No. 70, 71, 72, 73, 74, 77 and 78 of Sadarmangala and 129, 130 Hoody Village, K.R. Puram,\ Bangalore East.

14. NOC dated March 15, 2005 bearing No. DE(S)/S-6/2004-05/149 issued by Bharath Sanchar Nigam Limited, Karnataka Telecom Circle for construction of residential and commercial complex at Sy. Nos. 74/2, 77/1B, 77/2/2B and 78/1B near Whitefield, Bangalore.

15. NOC dated November 19, 1995 bearing No. CE(M)/SE(M.)I/TA.9/DM.1/1974/1995-96 issued by the BWSSB for providing water supply and underground drainage facility for property at Sadarmangala, Hoodi Village.

Project: Kingfisher Towers

1. Development plan dated August 10, 2010 bearing No. 30/09/10/17/9/2010/11 issued by the BDA for the construction of an apartment building in addition to the existing commercial building at No. 24, Vittal Mallya Road, Bangalore.

2. Clearance dated May 20, 2010 issued by the Ministry of Environment and Forests, Government of India for construction of residential apartments at No. 24, Vittal Mallya Road, Bangalore.

No Objection Certificates

3. NOC dated January 29, 2010 bearing No. PCB/341/CNP/09 issued by the KPSCB in respect of the residential apartments to be constructed at Sy. No. 24, Vittal Mallya Road, Bangalore.

4. Fire NOC dated December 24, 2009 bearing No. GBC(1)185/2009 issued by the Director General of Police and Director, Karnataka Fire and Emergency Services for the construction of a high rise residential building at Sy. No. 24, Vittal Mallya Road, Bangalore.

5. NOC dated July 16, 2010 bearing No. BWSSB/CE(M)/ACE(M)-II/TA-8/4666 issued by the BWSSB for the construction of residential apartments at No. 24, Vittal Mallya Road, Bangalore.

Project: Prestige Neptune's Courtyard

6. Building permit dated August 7, 2006 bearing number MOP7/218/06 issued by the Assistant Executive Engineer, Corporation of Cochin in respect of building No. 42 at Sy. No. 843 (patta No. L1-57869/02), Kanayanoor, Ernakulam, Kerala, India.

7. Order dated August 22, 2001 bearing No. 234/2001/RD issued by the Government of Kerala assigning 25 acres of kayal poramboku land comprised in Sy. No. 845 in Ernakulam Village to Goshree Islands Development Authority.

No Objection Certificate

8. NOC dated October 25, 2006 bearing No. AO/7160/1 issued by the Command Aviation Officer, Office of the Corporation of Cochin, in respect of building at Sy. No. 843 (patta No. L1-57869/02), Kanayanoor, Ernakulam.

Project: Prestige Atrium

1. Building license and sanction plan dated September 25, 2008 bearing No. JDTP/DC(E)/LP/758/05-06 issued by the Bangalore Mahanagara Palike in respect of No. 1, Central Street, Bangalore.

2. Consent for establishment of office building in the name of Prestige Central Court dated May 21, 2008 bearing No. PCB/45/CNP/08/H219 issued by the KSPCB for construction of construction of office building at Municipal site No. 1-11, Central Street, Civil Station, Bangalore. This consent is valid for five years from the date of issue.

No Objection certificates

3. NOC dated May 29, 2008 bearing No. AAI/SR/NOC/RHQ issued by the Airports Authority of India for height clearance at Municipal No. 1, Central Street, behind B.R.V, Bangalore.

4. Fire NOC dated March 28, 2008 bearing No. GBC(1)13/2008 issued by the Director General of Police and Director, Karnataka Fire and Emergency Services for building at Municipal site No. 1-11, Central Street, Civil Station, Bangalore.

5. NOC dated February 22, 2008 bearing No. BWSSB/CE(M)/ACE(M)-I/TA-9/7298 issued by the BWSSB for the commercial building at Sy. No. 1-11, Central Street, Bangalore.

6. NOC dated January 18, 2008 bearing No. DE/MWS/BG/S-11/07-08/I/14 issued by Divisional Engineer, Telecom, Bharat Sanchar Nigam Limited for construction of commercial building up to a height of 34.20 metres at No. 1, Central Street, Bangalore.

7. Clearance dated January 11, 2008 bearing No. DE(S)/S-6/III/2007-08/37 issued by the microwave survey division, Karnataka Telecom Circle for construction of a commercial building up to a height of 34.20 metres at Municipal No. 1-11, Central Street, behind B.R.V, Bangalore.

8. NOC dated January 7, 2008 issued by the Bangalore Electricity Supply Company Limited for the building at Municipal No. 1-11, Central Street, Bangalore.

Project: Prestige Palladium

1. Government order dated July 3, 2008 bearing No. 150 granting planning permission for the construction of an office building at No. 129 to 140, Greams Road, Nungambakkam, Chennai.

2. Sanction plan dated December 8, 2008 bearing No. C/PP/MSB-IT/431/A/L/2008 issued by the Chennai Metropolitan Authority.

3. Clearance dated January 7, 2008 issued by the Ministry of Environment and Forests, Government of India for construction of office building at Prestige Palladium at Greams Road, Chennai.

No Objection certificates

4. NOC dated September 25, 2007 bearing number Pr./S1/1950/24073/2007 issued by the Chennai Traffic Police for permission for construction of an office building at R.S No. 43/1, Block No. 3, Egmore – Nungabmbakkam Taluk, Old Door No. 12, New Door No. 129, Greams Road, Nungambakkam, Chennai.

5. Fire NOC dated September 11, 2007 bearing No. 10512/B2/07 issued by the Tamil Nadu Fire and Rescue Services for building at R.S No. 43/1, Block No. 3, Egmore – Nungabmbakkam Taluk, Old Door No. 12, New Door No. 129, Greams Road, Nungambakkam, Chennai.

6. NOC dated September 25, 2007 bearing No. AAI/20012/729/2007 issued by the Airports Authority of India for height clearance for the building located at R.S No. 43/1, Block No. 3, Egmore – Nungabmbakkam Taluk, Old Door No. 12, New Door No. 129, Greams Road, Nungambakkam, Chennai.

7. NOC dated November 6, 2007 bearing No. DET/S&AN/CNI/TB-355/9 issued by Divisional Engineer, Telecom, Bharat Sanchar Nigam Limited for construction of commercial building up to a height of 51.985 metres at 129 to 140, Greams Road, Chennai.

Project: Prestige Spectra

1. Building license and sanction plan dated October 13, 2008 bearing L.P. No. JDTP/LP/13/08-09 issued by the Bruhat Bangalore Mahanagara Palike.

Project: Prestige Silverdale

1. Sanction plan dated January 17, 2008 bearing L.P No. LP/95/07-08 issued by the Bangalore Development Authority in relation to the residential apartment at Sy. No. 6/1 and 6/2, Junnasandra Village, Varthur Hobli, Bangalore East Taluk.

2. Commencement certificate dated December 2, 2008 bearing No. BDA/EM/EO-III/TA-I/CC/P-541/2008-09 issued by the Bangalore Development Authority for the construction of the residential apartment at Sy. No. 6/1 and 6/2, Junnasandra Village, Bangalore.

3. Consent for establishment under section 21 of the Air (Prevention and Control of Pollution) Act, 1981 dated December 27, 2007 bearing No. CFE/CP-260/2007-08/6542 issued by the KSPCB for construction of residential apartments at Sy. No. 6/1 and 6/2, Junnasandra Village, Varthur Hobli, Bangalore.

Project: Hilton Hotel

1. Building license with sanction plan dated July 8, 2009 bearing No. JDTP/LP/80/08-09 issued by the Bruhat Bangalore Mahanagare Palike for

2. Clearance dated November 12, 2007 from the Ministry of Environment & Forests, Government of India for the construction of Hilton Hotel at municipal No. 25/3, Kensington Road, Ulsoor, Bangalore.

3. Clearance dated September 18, 2006 bearing No. DE (S)/S-6/II/2006-07/06 issued by the microwave survey division, Bharat Sanchar Nigam Limited for construction of a commercial building at municipal No. 25/3, Kensington Road, Ulsoor, Bangalore.

4. Consent for establishment dated May 27, 2008 bearing No. PCB/88/CNP/08/H.244 issued by the KSPCB for the construction of Hilton Hotel at municipal No. 25/3, Kensington Road, Ulsoor, Bangalore.

No Objection certificates

5. NOC dated October 13, 2006 bearing No. BWSSB/CE(M)/ACE(M)-I/TA-4/3343 issued by the BWSSB for construction of the hotel building at municipal No. 25/3, Kensington Road, Ulsoor, Bangalore.

6. Fire NOC dated December 12, 2006 bearing No. NGBC(1)719/2006 issued by the Director General of Police, Karnataka State Fire and Emergency Services for construction of high rise hotel building at municipal No. 25/3, Kensington Road, Ulsoor, Bangalore.

7. NOC dated bearing No. CGM/BMAZ/DGM/AGM-1/F-242 issued by the BESCOM for the building at municipal No. 25/3, Kensington Road, Ulsoor, Bangalore.

8. NOC dated February 3, 2009 bearing No. AAI/20012/1672/2008 issued by the Airports Authority of India for height clearance at municipal No. 25/3, Kensington Road, Ulsoor, Bangalore.

9. NOC dated Spetmebr 23, 2006 bearing No. DE/MWS/BG/S-11/XIII/14 issued by Divisional Engineer, Telecom, Bharat Sanchar Nigam Limited for construction of commercial complex up to a height of 91.00 metres at Sy. No. 25/3, Kensington Road, Ulsoor, Bangalore.

Project: Prestige Cyber Towers

1. Planning permit dated April 30, 2010 bearing No. C3/8923/2007 for the proposed construction of a building with multi level car park at Sy. No. 167/112, 2A, 2B, 3A, 3B, 4B and 167/5D, Old Rajiv Gandhi Salai, Karappakam Village Chennai.

2. Government order dated June 4, 2008 bearing No. 129 for a building with MLCP at R.S No. 167/112, 2A, 2B, 3A, 3B, 4B and 5D Rajiv Gandhi Road, Karapakkam,Chennai.

3. Clearance dated July 3, 2007 from the Ministry of Environment & Forests, Government of India for the construction of software park at Sy. No. 167/112, 167/2B, 167/2A, 167/5D, 167/3A, 167/4B, 167/3B and 117, Karapakkam Village, Tambaram Taluk, Kanchipuram District, Tamil Nadu.

Project: Prestige Khoday Towers

1. Building license and sanction plan dated March 31, 2009 bearing No. JDTP/LP/24/06-07 issued by the Bangalore Mahanagar Palike for construction of commercial building No.5, Raj Bhavan Road, Vasant Nagar, Bangalore. The license is valid for a period of two years from the date of issue.

2. Commencement certificate dated August 23, 2010 bearing No. JDTP/CC/{LP24/06-07}10-11 issued by the Bruhat Bangalore Mahanagar Palike for the commercial building sanctioned on Ward No. 78 (old), Vasanth Nagar, Bangalore.

3. Consent for establishment dated September 8, 2008 bearing No. CFE/CON-206/2008-09/H829 issued by the KSPCB for the construction of a commercial building at No.5, ward No. 78, Raj Bhavan Road, Vasant Nagar, Bangalore.

Project: Prestige Royal Woods

1. Sanctioned the development plan and building construction plans dated August 18, 2010 bearing LP No: 08/MP2/PLG/HMDA/2010, issued by the Hyderabad Municipal Development Authority.

No Objection certificates

2. NOC dated October 16, 2008 bearing No. AAI/20012/681/2008-ARI issued by the Airports Authority of India for height clearance in relation to the residential apartment at Sy. No. 135 and 136, Kismatpur Village, Rajendra Nagar Mandal, R.R. District, Hyderabad.

3. Fire NOC dated July 26, 2008 bearing No. 5286/E4/2008 issued by the Director General of Fire and Emergency Services, Government of Andhra Pradesh for construction of high rise

building at Sy. No. 135 and 136, Kismatpur Village, Rajendra Nagar Mandal, R.R. District, Hyderabad.

Project: Prestige Dynasty

1. Building license and sanction plan dated September 18, 2008 bearing No. LP/1260/05-06 issued by the Bruhat Bangalore Mahanagara Palike.

2. Commencement certificate dated August 23, 2010 bearing No. JDTP/CC/{LP/1260/05-06}10-11 issued by the Bruhat Bangalore Mahanagara Palike pursuant to the modified sanction plan dated September 18, 2008.

3. Commencement certificate dated July 18, 2007 bearing No. 1260/05-06 issued by the Bruhat Bangalore Mahanagar Palike.

4. Partial occupancy certificate dated December 3, 2009 bearing No. JDTP/JCE/L/ 1260/05-6 issued by the Bruhat Bangalore Mahanagara Palike for building 1 at property 33 and 33/2, Ulsoor Road, Bangalore.

5. Certificate dated December 14, 1989 bearing No. BDA/TPM/DD(E)/261/89-90 issued by the Bangalore Development Authority approving the change of land use in relation to property bearing Sy.No. 33 and 33/2, Ulsoor Road, Bangalore.

6. Clearance dated November 20, 2008 issued by the Member Secretary, State Level Environment Impact Assessment Authority, Karnataka for the project 'Prestige Dynasty', at Plot No. 33 and 33/2, Ulsoor Road, Bangalore.

7. Certificate dated May 29, 2008 bearing No. PCB/46/CNP/08 issued by KSPCB for expansion of the commercial complex in the name of 'Prestige Dynasty', at Plot No. 33 and 33/2, Ulsoor Road, Bangalore.

No Objection Certificates

8. Fire NOC dated March 28, 2008 bearing No. GBC(1)17/2008 issued by the Director General of Police and Director, Karnataka Fire and Emergency Services for building at Plot No. 33 and 33/2, Ulsoor Road, Bangalore.

9. NOC dated February 19, 2008 bearing No. BWSSB/CE(M)/ACE(M)-I/TA-4/7200 issued by the BWSSB for the commercial building at Sy. No. 33 and 33/2, Ulsoor Road, Bangalore.

10. NOC dated January 18, 2008 bearing No. DE/MWS/BG/S-11/07-08/I/12 issued by Divisional Engineer, Telecom, Bharat Sanchar Nigam Limited for construction of commercial building up to a height of 30.60 metres at Sy. No. 33 and 33/2, Ulsoor Road, Bangalore.

11. Clearance dated January 11, 2008 bearing No. DE(S)/S-6/III/2007-08/38 issued by the Karnataka Telecom Circle for construction of a commercial building up to a height of 34.20 metres at Sy. No. 33 and 33/2, Ulsoor Road, Bangalore.

12. NOC dated January 11, 2008 bearing No. GM/C(O&M)/DGM/(O)/JEE/07-08 issued by the BESCOM for the building at Sy. No. 33 and 33/2, Ulsoor Road, Bangalore.

13. Consent dated April 5, 2006 bearing No. KSPCB/EO/DEO/BC-2/AE0-1/CFE/INR NO issued by the KSPCB for setting up a new software park at No. 33/2, Ulsoor Road, Bangalore.

Project: Prestige South Ridge

1. Building license and sanction plan dated May 18, 2007 bearing No. LPBG/39/05-06 issued by Bruhat Bangalore Mahanagara Palike for residential building at fourth, Dattathreya Nagar.

2. Clearance dated August 17, 2007 bearing No. 21-756/2006-IA.III issued by the Ministry of Environment and Forests, Government of India for construction of residential apartment complex at Sy. No. 125 Hosakerehalli and Sy. No. 43, Ittamadu, Banashankari, third stage, Bangalore.

3. Consent for establishment of commercial complex dated October 31, 2006 bearing No. CFE/EIA-572/2006-07/208 issued by the KSPCB for property situated at Sy. No. 125 Hosakerehalli and Sy. No. 43, Ittamadu, Banashankari, third stage, Bangalore. This consent is valid for five years from the date of issue.

4. Partial commencement certificate dated June 18, 2008 bearing No. JDTP/LP 39/05-06 issued by the Bangalore Mahanagara Palike for premises bearing Sy. No. 125, Hosakere Village and Sy. No. 43 of Ittamadu Village, Bhanshankari, Bangalore.

No Objection Certificates

1. NOC dated April 6, 2006 bearing No. AAI/M/0-23/NCC issued by the Airports Authority of India for height clearance at Sy. No. 125 Hosakerehalli and Sy. No. 43, Ittamadu, Banashankari, third stage, Bangalore.

2. Fire NOC dated January 24, 2006 bearing No. GBC(1)1030/2005 issued by the Director General of Police and Director, Karnataka State Fire and Emergency Services for construction of a high rise building at Sy. No. 125 Hosakerehalli and Sy. No. 43, Ittamadu, Banashankari, third stage, Bangalore.

3. NOC dated January 10, 2006 bearing No. BWSSB/CE(M)/ACE(M)-I/TA-9/9296/2005-06 issued by the BWSSB for providing water supply and underground drainage facilities for residential apartment at Sy. No. 125 Hosakerehalli and Sy. No. 43, Ittamadu, Banashankari, third stage, Bangalore.

4. NOC dated January 5, 2006 bearing No. GM/C(O&M)/DGM(O)/AEE/05-06/16552-53 issued by BESCOM for proposed multi storeyed building at Sy No. 125 Hosakerehalli and Sy. No. 43, Ittamadu, Banashankari, third stage, Bangalore.

5. NOC dated December 29, 2005 bearing No. DE/MWS/BG/S-11/XIV/2 issued by Divisional Engineer, Telecom, Bharat Sanchar Nigam Limited for construction of multi storeyed residential building up to a height of 70 metres at Sy No. 125 Hosakerehalli and Sy. No. 43, Ittamadu, Banashankari, third stage, Bangalore.

<u>Project: Prestige Oasis</u>

1. Development plan and work order dated July 28, 2008 bearing number 146:2007-08 issued by the BIAAPA in relation to Sy. No. 51/1, 51/2, 51/3, 51/4, 51/5, 51/6, 61/3, 61/4, 61/5, 61/6, 62/1, 62/2, 62/3, 51/10 and 51/11 at Hesarghatta Hobli, Adde Vishwanathapura, Bangalore North Taluk.

2. Commencement Certificate alongwith sanction plan dated November 3, 2008 bearing No. BIAPPA/TP/CC/136/2008-09 issued by the Bangalore International Airport Authority Planning Authority for Type A to H in respect of Sy Nos. 51/1 to 6, 61/3 to 6, 62/1 to 3, 48/8 to 48/10, 51/1, 51/7, 51/10 and 51/11 at Addevishwanathapura Village, Rajanukunte Panchayat, Bangalore.

3. Clearance dated October 24, 2008 bearing No. SEIAA:123:CON:2008 issued by the Ministry of Environment and Forests, Government of India for construction of residential villas at Sy. Nos. 51/1 to 6, 61/3 to 6, 62/1 to 3, and provisional approval in respect of Sy. Nos 48/8 to 48/10, 51/1, 51/7, 51/10 and 51/11 at Addevishwanathapura Village, Rajanukunte Panchayat, Bangalore.

4. Consent for establishment of commercial complex dated June 30, 2008 bearing No. PCB/166/CNP/08/H-431 issued by the KSPCB for construction of residential villas at

property situated at Nos. 51/1 to 7, 61/3 to 6, 62/1 to 3, 48/8 to 48/10, 51/10 and 51/11. This consent is valid for five years from the date of issue.

5. Clearance for construction dated July 17, 2007 bearing No. DE(S)S-6/1/2007-08/18 issued by the Bharat Sanchar Nigam Limited for Sy Nos. 51/1 to 6, 51/10, 51/11, 61/3 to 6, 62/1 to 3, Addevishwanathapura, Rajanukunte Village Panchayat, Bangalore.

No Objection Certificates

1. NOC dated August 11, 2008 bearing No. AAI/SR/NOC/RHQ issued by the Airports Authority of India for height clearance at Sy Nos. 51/1 to 6, 10 & 11, 61/3 to 6, 62/1 to three of Addevishwanathapura Village, Rajanukunte Panchayat, Bangalore.

2. NOC dated March 11, 2008 issued by the Ministry of Defence, Government of India bearing No. Air HQ/S 17726/4/ATS (PC-CCLX/98/F/08-D (Air-II) for construction of a residential complex at 51/1 to 6, 51/10 51/11, 61/3 to 6, 62/1 to three of Addevishwanathapura Village, Rajanukunte Panchayat, Bangalore.

3. NOC dated March 3, 2008 bearing No. BWSSB/CE(M)/ACE(M)-I/TA-9/7763/2007-08 issued by the BWSSB for providing water supply and underground facilities for residential development in respect of Sy. Nos. 51/1 to 6, 51/7, 51/10 & 11, 61/3 to 6, 62/1 to 3, 48/8, 48/9 and 48/10 of Addevishwanathapura Village, Rajanukunte Panchayat, Bangalore.

4. NOC dated July 23, 2007 bearing No. DE/MWS/BG/S-11/07-08/1/20 issued by Divisional Engineer, Telecom, Bharat Sanchar Nigam Limited for construction of residential building Sy. Nos. 51/1 to 6, 51/7, 51/10 and 51/11, 61/3 to 6, 62/1 to three of Addevishwanathapura Village, Rajanukunte Panchayat, Bangalore.

Project: Prestige Ashcroft

1. Building license and sanction plan dated March 6, 2008 bearing No. U.A (P)/LP No. 484/07-08 issued by the Bruhat Bangalore Mahanagara Palike.

2. Commencement certificate dated April 20, 2009 bearing No. J:A(P)LP/484/07-08 issued by the Bruhat Bangalore Mahanagara Palike for property No. 47/11, Lavelle Road, Richmond Town, Bangalore.

Project: Prestige Silver Oak

1. Building license and sanction plan dated August 19, 2010 bearing LP No. JDTP/LP/45/10-11 issued by the BBMP.

2. Development plan dated May 26, 2010 bearing No. DA/TPM/GH No. 33, 09-10 issued by the BDA in respect of the proposed residential apartment to be situated at Sy. No. 121/1, 121/2, 121/3, 122, 129 and 130, Pattandur Agrahara Village, Whitefield, Bangalore.

3. Clearance dated September 30, 2008, bearing No. DE/MWS/BG/S-11/08-09/I/3 issued by the microwave survey division, Divisional Engineer, Karnataka Telecom Circle for construction of a commercial building up to a height of 81.925 metres for the construction of a residential building at Sy. No. 121/1, 121/2, 121/3, 122, 129 and 130, Pattandur Agrahara Village, Whitefield, Bangalore.

4. NOC dated September 10, 2008 bearing No. AGM(TP)/S-6/II/2008-09/88 issued by Bharath Sanchar Nigam Limited, Karnataka Telecom Circle for construction of a residential building at Sy. No. 121/1, 121/2, 121/3, 122, 129 and 130, Pattandur Agrahara Village, Whitefield, Bangalore. This certificate was modified on October 27, 2008 and the permitted height of construction was altered from 83.60 metres to 89.60 metres.

5. Commencement certificate dated April 19, 2010 bearing No. BDA/EM/EO-III/TA-I/CC/T-206/09-10 issued by the Bangalore Development Authority permitting change of land use.

No Objection certificates

1. NOC dated April 7, 2010 bearing No. BWSSB/CE(M)/ACE(M)-I/TA-9/125/2009-10 issued by the BWSSB for providing water supply and underground drainage facilities for the proposed residential building at 121/1, 121/2, 121/3, 122, 129 and 130, Pattandur Agrahara Village, Whitefield, Bangalore.

2. Consent for establishment of a residential complex in the name of Prestige Silver Oak dated June 28, 2008 bearing No. PCB/44/CNP/10/H494 issued by the KSPCB for the of a residential complex at Sy. No. 121/1, 121/2, 121/3, 122, 129 and 130 of Pattandur Agrahara Village, K. R. Puram Hobli, Bangalore East Taluk. This consent is valid for five years from the date of issue.

Project: Prestige White Meadows I

1. Development plan and work order dated December 21, 2009 bearing No. GH34/09-10/3234 issued by the Bangalore Development Authority for property located at Sy. No. 2/1B and 2/1C, Whitefield Village, K.R. Puram Hobli, Bangalore East Taluk.

2. Building license and sanction plan dated March 3, 2010 bearing No. LP/99/09-10 issued by the Bangalore Development Authority for group housing at Sy. No. 2/1B and 2/1C, Whitefield Village, K.R. Puram Hobli, Bangalore East Taluk

3. Certificate for change of land use dated March 6, 2008 bearing No. 251/07-08/3903 issued by Bangalore Development Authority for change of land use in respect of Sy. No. 2/1B and 2/1C totally measuring 52,737.15 sq. mts. from industrial to residential use.

4. Clearance dated April 18, 2009 issued by the State Level Environment Impact Assessment Authority, Karnataka for the construction of residential units and villas in 'Prestige White Meadows II' at Sy. No. 2/1B and 2/1C, Whitefield Village, K.R. Hobli, Bangalore East Taluk.

5. Consent for establishment and construction of residential apartment dated July 15, 2008 bearing No. PCB/104/CNP/08/525 issued by the KSPCB for property situated at Sy. No. 2/1B and 2/1C, Whitefield Village, K.R. Hobli, Bangalore East Taluk. This consent is valid for five years from the date of issue.

6. Clearance for construction dated October 4, 2007 bearing No. DE(S)/S-6/II/2007-08/05 issued by the Bharat Sanchar Nigam Limited for residential building at Sy. No. 2/1B and 2/1C, Whitefield Village, K.R. Hobli, Bangalore East Taluk.

No Objection certificates

7. Fire NOC dated March 4, 2008 bearing No. GBC(1)286/2007 issued by the Karnataka State Fire and Emergency Services for buildings at Sy. Nos. 2/1B and 2/1C, Whitefield Village, KR Hobli, Bangalore East Taluk.

8. NOC dated April 16, 2007 bearing No. GM/C(O&M)/DGM(O)/JEE/07-08 1315-16 issued by BESCOM for the multi-storeyed building at Sy. Nos. 2/1B and 2/1C, Whitefield Village, KR Hobli, Bangalore East Taluk.

9. NOC dated May 19, 2007 bearing No. BWSSB/CE(M)/ACE(M)-I/TA-9/1018/2007-08 issued by the BWSSB for providing water supply and underground drainage facilities for residential building at Sy. Nos. 2/1B and 2/1C, Whitefield Village, KR Hobli, Bangalore East Taluk.

10. NOC dated April 20, 2009 bearing No. AAI/BIA/ATM/NOC issued by Airports Authority of India for height clearance in respect of property at Sy. Nos. 2/1B and 2/1C, Whitefield Village, KR Hobli, Bangalore East Taluk.

11. NOC dated February 27, 2007 bearing No. DE/MWS/BG/S-11/XIII/54 issued by Divisional Engineer, Telecom, Bharat Sanchar Nigam Limited for construction of residential building at Sy. Nos. 2/1B and 2/1C, Whitefield Village, KR Hobli, Bangalore East Taluk.

Project: Prestige White Meadows II

1. Development plan and work order dated January 20, 2010 bearing No. GH41/09-10/3682 issued by the Bangalore Development Authority for property located at Sy. No. 2/1D, Whitefield Village, K.R. Puram Hobli, Bangalore East Taluk.

2. Building license and sanction plan dated March 3, 2010 bearing No. LP/97/09-10 issued by the Bangalore Development Authority for the proposed residential development and group housing at Sy. Nos. 160, 157 (P), 2/1D and 42, Pattandur Agrahara Village, K.R. Puram Hobli, Bangalore South Taluk.

3. Certificate for change of land use dated March 6, 2008 bearing No. BAP:NYS:CLU:250/07-08/3902 issued by the Bangalore Development Authority for change of land use in respect of Sy. No. 2/1D, Whitefield Village, K.R. Puram Hobli, Bangalore East Taluk, measuring 8,049.35 sq. mts. from industrial to residential use.

4. Clearance dated February 28, 2009 bearing No. SEIAA:42(A):CON:2007 issued by the State Level Environment Impact Assessment Authority, Karnataka for the construction of residential complex and villas in 'Prestige White Meadows II' at Sy. Nos. 160, 157 (P) and 42, Pattandur Agrahara Village, K.R. Puram Hobli, Bangalore South Taluk.

5. Consent for establishment and construction of residential apartment dated July 15, 2008 bearing No. PCB/106/CNP/08/H524 issued by the KSPCB for property situated at Sy. Nos. 160, 157 (P) and 42, Pattandur Agrahara Village, K.R. Puram Hobli, Bangalore South Taluk. This consent is valid for five years from the date of issue.

6. Clearance for construction dated October 4, 2007 bearing No. DE(S)/S-6/II/2007-08/04 issued by the Bharat Sanchar Nigam Limited for residential building at Sy. Nos. 2/1 of Whitefield Village, 160, 157 (P) and 42, Pattandur Agrahara Village, K.R. Puram Hobli, Bangalore South Taluk.

No Objection Certificates

7. Revised fire NOC dated August 1, 2007 bearing No. GBC(1)254/2007 issued by the Karnataka Fire and Emergency Services for construction of high rise buildings at Sy. Nos. 2/1 of Whitefield Village, Sy. No. 160, 157 (P) and 42, Pattandur Agrahara Village, K.R. Puram Hobli, Bangalore South Taluk.

8. NOC dated May 10, 2007 bearing No. GM/C(O&M)/DGM(O)/JEE/07-08 3672-73 issued by BESCOM for the multi-storeyed building at Sy. No.2/1 of Whitefield Village, Sy. No. 160, 157 (P) and 42, Pattandur Agrahara Village, K.R. Puram Hobli, Bangalore South Taluk.

9. NOC dated May 19, 2007 bearing No. BWSSB/CE(M)/ACE(M)/I/TA-9/1019/2007-08 issued by the BWSSB for providing water supply and underground drainage facilities for the residential building at Sy. No.2/1, Whitefield Village, Sy. Nos. 160, 157 (P) and 42, Pattandur Agrahara Village, K.R. Puram Hobli, Bangalore South Taluk.

10. NOC dated April 20, 2009 bearing No. AAI/BIA/ATM/NOC/057-059 issued by the Airports Authority of India for height clearance in respect of property situated at Sy. No.2/1 of Whitefield Village, Sy. Nos. 160, 157 (P) and 42, Pattandur Agrahara Village, K.R. Puram Hobli, Bangalore South Taluk.

11. NOC dated February 27, 2007 bearing No. DE/MWS/BG/S-11/XIII/52 issued by Bharat Sanchar Nigam Limited for construction of residential building at Sy. No. 2/1 of Whitefield Village, Sy. No. 160, 157 (P) and 42, Pattandur Agrahara Village, K.R. Puram Hobli, Bangalore South Taluk.

Project: Marigowda Road

1. Clearance dated June 10, 2010 bearing No. AGM/(TP)/S-6/V/2010-11/30 issued by the microwave survey division, Bharat Sanchar Nigam Limited for construction of a commercial office building up to a height of 60.00 metres at Sy. No. 8/1, Marigowda Road, Adugodi, Bangalore.

2. NOC dated June 11, 2010 bearing No. DE/MWS/BG/S-11/10-11/Vol-I/20 issued by the Bharat Sanchar Nigam Limited for construction of a commercial office building at Sy. No. 8/1, Marigowda Road, Adugodi, Bangalore.

3. NOC dated June 4, 2010 bearing No. AAI/BIA/ATM/NOC/1069 issued by the Airports Authority of India for height clearance in relation to Sy. No. 9, 8/1, Marigowda Road, Adugodi, Bangalore.

4. NOC dated August 4, 2010 2010 bearing no. GBC(1)214/2010 issued by the Commissioner, BBMP, for the construction of a high rise building at municipal no. 8/1, Marigowda Road, Adugodi, Bangalore.

Project: Palace Road

Clearance dated July 8, 2010 bearing No. AGM/(TP)/S-6/V/2010-11/49 issued by the microwave survey division, Bharat Sanchar Nigam Limited for construction of a commercial office building up to a height of 140.00 metres at Municipal No. 46, Palace Road, Municipal Ward No. 77, Sampangiramnagar, Bangalore.

Project: Brunton Road

1. Clearance dated July 8, 2010 bearing No. AGM/(TP)/S-6/V/2010-11/50 issued by the microwave survey division, Bharat Sanchar Nigam Limited for construction of a commercial office building up to a height of 150.00 metres at Municipal No. 19, Brunton Road, Bangalore.

2. NOC dated July 13, 2010 bearing No. DE/SAN/BG/S-11/Vol-I/10-11/I/130 issued by the Bharat Sanchar Nigam Limited for the construction of a commercial office building up to a height of 150.00 metres at Municipal No. 19, Brunton Road, Bangalore.

3. Clearance dated July 8, 2010 bearing No. AGM(TP)/S-6/V/2010-11 issued by the microwave survey division, Bharat Sanchar Nigam Limited for construction of a commercial building up to a height of 150.00 metres at Municipal No. 19, Brunton Road, Bangalore.

Project: Prestige Edwardian

1. NOC dated June 4, 2010 bearing No. AAI/BIA/ATM/NOC/1070 issued by the Airports Authority of India for height clearance in relation to No. 10, Dr. A. D. Loganathan Road, formerly Edward Road, Municipal Ward No. 78, Vasanth Nagar, Bangalore.

2. NOC dated September 4, 2010 bearing No. SEE/BCS/EE(O)/AEE 2/NOC 14/10-11/1725-27 issued by the BESCOM for arranging power supply to the proposed M.S. Building at No. 10, Edward Road, Shivajinagar, Bangalore.

3. Consent for establishment dated August 28, 2010 bearing number PCB/150/CNP/10 issued by the KPSCB for the residential apartment with 22 flats at Sy. No. 10, Edward Road, Bangalore.

4. NOC dated August 17, 2010 bearing no. GBC(1)211/2010 issued by the Commissioner, BBMP, for the construction of a high rise residential building at Sy. No. 10, 11, 11/1, ½ and 12, Edward Road, Vasanthanagar Extension, Bangalore.

II. ***Prestige Mangalore Retail Ventures Private Limited***

Project: Forum Mangalore Mall

1. Building license and sanction plan dated February 22, 2008 bearing No. F17BA/26/2007-2008KANPA:582:2007-2008 issued by Mangalore Mahanagara Palike for construction of commercial complex and auditorium in respect of property at Attavar Village T.S No. 210, Cantonment Ward, Pandeshwar Road, Mangalore.

2. Consent for establishment of commercial complex dated January 16, 2008 bearing No. CFE/CP-167/2007-08/84 issued by the KSPCB for property situated at T.S No. 210, Attavar Village, Cantonment Ward, Pandeshwar Road, Mangalore. This consent is valid for five years from the date of issue.

3. Clearance dated April 4, 2008 issued by the State Level Environment Impact Assessment Authority, Karnataka for construction of shopping mall, hotel and multiplex project at T.S No. 210, Attavar Village, Cantonment Ward, Pandeshwar Road, Mangalore.

No Objection Certificates

4. NOC dated November 14, 2007 bearing No. CR.M-3/378/DK/2007 issued by the Police Department, Dakshin Kannada District, Mangalore for location of cinema hall at T.S No. 210, Attavar Village, Cantonment Ward, Pandeshwar Road, Mangalore.

5. NOC dated November 15, 2007 bearing No. EDS/ENT/CR/4/07-08 issued by the Tehsildar, Mangalore Taluk for location of cinema hall at T.S No. 210, Attavar Village, Cantonment Ward, Pandeshwar Road, Mangalore.

6. NOC dated November 27, 2007 bearing No. NY/17/mangaloremultiplex/NP/102/07-08 issued by Town Planning Authority, Government of Karnataka for construction of permanent cinema hall with a six screen multiplex at T.S No. 210, Attavar Village, Cantonment Ward, Pandeshwar Road, Mangalore.

7. NOC dated November 28, 2007 bearing No. F17:CR:37:2007-08 issued by Mangalore Mahanagar Palika for construction of cinema hall at T.S No. 210, Attavar Village, Cantonment Ward, Pandeshwar Road, Mangalore.

8. NOC dated November 30, 2007 bearing No. S:CMD:/CHI.M/30/07-08 issued by the Department of Health and Family Welfare, Government of Karnataka for construction of a multiplex at T.S No. 210, Attavar Village, Cantonment Ward, Pandeshwar Road, Mangalore.

9. NOC dated September 26, 2007 bearing No. GBC(1)287/2007 issued by Karnataka Fire and Emergency Services for construction of cinema hall at T.S No. 210, Attavar Village, Cantonment Ward, Pandeshwar Road, Mangalore.

10. NOC dated August 23, 2007 bearing No. GBC (1)287/2007 issued by Karnataka State Fire and Emergency Services for construction of high rise commercial and multiplex building at T.S No. 210, Attavar Village, Cantonment Ward, Pandeshwar Road, Mangalore.

11. NOC dated December 24, 2007 bearing No. L.B.O.J.E:MV:cinema-attavar:2007-08:AE-1-2454 issued by Public Works, Ports and Inland Water Department for construction of a cinema hall at T.S No. 210, Attavar Village, Cantonment Ward, Pandeshwar Road, Mangalore.

12. NOC dated February 15, 2008 bearing No. ENT CR 8/2007-2008(C4) issued by the District Magistrate, Dakshin Kannada District for location of permanent multiplex complex at T.S No. 210, Attavar Village, Cantonment Ward, Pandeshwar Road, Mangalore.

13. NOC dated June 5, 2008 bearing No. CEE-MZ/EEE(0/AEE-3/08-09/428-30) issued by Mangalore Electricity supply Company Limited for arranging power supply to an extent of five MVA to T.S No. 210, Attavar Village, Cantonment Ward, Pandeshwar Road, Mangalore.

III. ***Exora Business Parks Private Limited***

Project: Exora Business Park

1. Approval Plan dated June 20, 2007 bearing No. IADB/DO/II/SUC/1530/Bellandur PLSAN/07-08 issued by the Karnataka Industrial Areas Development Board.

2. Clearance dated November 22, 2008 bearing No. SEIAA:22:CON:2007 issued by the Ministry of Environment and Forests, Government of India, for construction of an IT park at Sy. Nos. 111, 112, 113, 114 and 115, Ammani Bellandur Khane Village, Varthur Hobli, Bangalore East Taluk, Bangalore.

3. Consent for establishment of Exora Business Park dated March 11, 2009 bearing No. PCB/60/CNP/08/H 2017 issued by the KSPCB for property located at Sy. Nos. 111/1, 111/2A, 112/2B, 111/3, 111/4, 111/4, 111/5, 111/6A, 6B, 111/7 to 13, 112/1A, 112/2 to 5, 113, 114, 115/1 to 4 in Ammani Bellandur Khane Village, Varthur Hobli, Bangalore East Taluk, Bangalore. This consent is valid for five years from the date of issue.

4. Clearance for construction dated March 6, 2007 bearing No. DE(S)/S-6/IV/2006-07/92 issued by the Bharat Sanchar Nigam Limited for the building at Sy. Nos. 111 to 115 at Ammani Bellandur Khane Village, Varthur Hobli, Bangalore East Taluk, Bangalore.

No Objection Certificates

5. NOC dated February 19, 2009 bearing No. CEE/BMAZ/SEE(EI)/AEE I/F241 14434-37 issued by BESCOM for construction of a multi-storeyed building at Sy. Nos. 111, 112, 113, 114 and 115, Ammani Bellandur Khane Village, Varthur Hobli, Bangalore East Taluk, Bangalore.

6. NOC dated June 11, 2007 bearing No. AAI/M/O 23/NOC issued by the Airports Authority of India for height clearance in relation to the multi-storeyed building at Sy. Nos. 111, 112, 113, 114 and 115, Ammani Bellandur Khane Village, Varthur Hobli, Bangalore East Taluk, Bangalore.

7. Fire NOC dated May 3, 2007 bearing No. GBC(1)210/2007 issued by the Karnataka State Fire and Emergency Services for construction of a high rise office building with multi level car parks at Sy. Nos. 111 to 115 at Ammani Bellandur Khane Village, Varthur Hobli, Bangalore East Taluk, Bangalore.

8. NOC dated April 16, 2007 bearing No. CGM/BMAZ/DGM/AGM-I/F241/667 issued by BESCOM for multi-storeyed building at Sy. Nos. 111 to 115 at Ammani Bellandur Khane Village, Varthur Hobli, Bangalore East Taluk, Bangalore.

9. NOC dated March 28, 2007 bearing No. BWSSB/CE(M)/ACE(M)-I/TA-4/6824/2006-2007 issued by the BWSSB for providing water supply and underground drainage facilities for the commercial building at Sy. Nos. 111 to 115 at Ammani Bellandur Khane Village, Varthur Hobli, Bangalore East Taluk, Bangalore.

10. NOC dated March 12, 2007 bearing No. DE/MWS/BG/S-11/07-08/1/2 issued by Divisional Engineer, Telecom, Bharat Sanchar Nigam Limited for construction of commercial building at Sy. Nos. 111 to 115 at Ammani Bellandur Khane Village, Varthur Hobli, Bangalore East Taluk, Bangalore.

IV. ***Northland Holding Company Private Limited***

Project: Prestige Golfshire

1. Development Plan and sanction plan dated February 27, 2007 bearing No. BIAAPA:TP:LAO:75:2006-07 issued by the Bangalore International Airport Authority

Planning Authority in respect of land measuring 299 acres 26 guntas, Kundana Hobli, Devanahalli Taluk, Bangalore.

2. Commencement Certificate dated September 13, 2007 bearing No. BIAAPA/TP/PPP/22/2007-08 issued by the Bangalore International Airport Area Planning Authority in respect of land measuring 299 acres 26 guntas in Kundana Hobli, Devanahalli Taluk, Bangalore.

3. Clearance dated September 3, 2007 bearing No. 21:56/2007-IA-III issued by the Ministry of Environment and Forests, Government of India, for construction of Prestige Golf Resort and Convention Centre at Kottigetimmanahalli, Kundana Hobli, Bangalore.

4. Consent for establishment dated April 17, 2009 bearing No. CFE/CP-286/08-09/H 116 issued by the KSPCB for construction of hotel/convention centre/villas at Sy. Nos. 9 to 28, 4/2, 8, 13 to 16, 18, 24 to 26,one to seven, 20, 29 to 34, 64 of Kottigetimmanahalli Village and Sy. Nos. 2, 3/1, 3/2, 4/2, 5, 6, 7, 9, 10, 11, 12, 17, 19, 20, 21, 22, 23, 24/6, 37/3, 75, 77 of Sonnenahalli Village, Sy. Nos. 65, 67, 102/2 of Tylagere Village and Sy. No. 150 of Kodagurki Village, Kundana Hobli, Devanahalli Taluk, Bangalore District. This consent is valid for five years from the date of issue.

5. Clearance for construction dated May 1, 2007 bearing No. DE(S)/S-6/V/2006-07/47 issued by the Bharat Sanchar Nigam Limited for Sy. Nos. 64 of Tyalagere Village, Sy Nos. 4/2, 8, 13 to 16, 18, 24, 25 and 26 of Sonnenahalli Village, Sy. Nos. 4 and 7 of Karahalli Ammanikere Village, Sy. Nos. One to Seven, 20, 29 to 34 of Kottigetimmanahalli Village, at Kundana Hobli, Devanahalli Taluk, Bangalore.

No Objection Certificates

6. NOC dated October 29, 2008 bearing No. AAI/20012/126/2008-ARI/NOC issued by the Airports Authority of India for height clearance at Sy. Nos. 64 of Tyalagere Village, Sy Nos. 4/2, 8, 13 to 16, 18, 24, 25 and 26 of Sonnenahalli Village, Sy. Nos. 4 and 7 of Karahalli Ammanikere Village, Sy. Nos.One to Seven, 20 and 29 to 34 of Kottigetimmanahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore.

7. NOC dated May 7, 2007 bearing No. DE/MWS/BG/S-11/07-08/1/10 issued by Divisional Engineer, Telecom, Bharat Sanchar Nigam Limited for construction of commercial building at Sy. No. 64 at Tylagere Village, Sy. Nos. 4/2, 8, 13 to 17 and 18 and 24 to 26 of Sonnenahalli Village, Sy. Nos. 4 and 7 of Karahalli Ammanikere Village, Sy. Nos. One to Seven, 20, 29, 30 to 34 of Kottigetimmanahalli Village, at Kundana Hobli, Devanahalli Taluk, Bangalore.

V. ***R R R Investments***

Project: Prestige Zeenath House

1. Building license dated March 12, 2008 bearing No. 636/2007-08 issued by the Bangalore Mahanagara Palike in relation to property located at municipal No. 8/1, Residency Road, Bangalore.

2. Consent for establishment under section 21 of the Air (Prevention and Control of Pollution) Act, 1981 dated January 15, 2009 bearing No. PCB/523/CNP/08/41587 issued by the KSPCB Karnataka State Pollution Control Board to construct a commercial complex at municipal No. 8/1, ward no. 76, Residency Road, Bangalore.

VI. ***Vijaya Productions Private Limited***

Project: Forum Vijaya Mall

1. Government order dated December 8, 2008 bearing No. (MS) No. 250 issued by the Housing and Urban Development Department Secretariat, Chennai granting planning permission for the construction of a commercial building with 23 levels of parking at T.S No. 5/3, 5/4, 5/5, 5/7 and 5/23, Dorr No. 183 to 190, Arcot Road, Vadapalani, Chennai.

2. Clearance dated June 12, 2007 from the Ministry of Environment & Forests, Government of India for the construction of commercial complex at T.S. No. 5/3, 5/5, 5/7, 5/23 Saligramam Village Egmore – Nungambakkam Taluk, Chennai.

No Objection Certificates

3. NOC dated June 11, 2007 bearing No. DET/ S&AN/ CNI/ TB-358/ 10 issued by Bharat Sanchar Nigam Limited for the construction of tall building at 183, NSK Salai, Vadapalani, Chennai – 600 026.

4. NOC dated March 26, 2007 bearing No. AAI/M/0-23/NOC issued by the Airports Authority of India for the proposed construction at Door No. 183, NSK Salai, Vadapalani, T.S. No. 5/3, 5/5, 5/7, 5/23, Block No. 5, Saligramam Village Egmore – Nungambakkam Taluk, Chennai.

5. Fire NOC dated May 14, 2007 bearing No. 1320/B1/06 issued by the Tamil Nadu Fire and Rescue Services Department in relation to door No. 183 to 188, in T.S. No. 5/3, 5/5, 5/7, 5/23, Block No. 5, Saligramam Village Egmore – Nungambakkam Taluk, Chennai.

VII. ***Cessna Garden Developers Private Limited***

Project: Cessna Business Park

1. Work order dated July 17, 2009 bearing No. GH-02/08-09/1276/2009-10 issued by the BDA for development of a commercial complex, subsequent to the approval of the modified development plan.

2. Building license dated June 12, 2006 bearing No. NM/AS/AA-3/P/24/06-07 issued by the Bangalore Development Authority for construction of software park at Sy. No.3/2B, 4 (P), 5,6,7(P), 8/1, 8/2, 10/3 (P), 11(P), 12/2 (P), 12/3 (P), 12/4, 17/1 (P), 17/2 (P), 17/3 (P), 17/4, 38/2, 43 and 44, Kadabeesanahalli, Bangalore East Taluk.

3. Certificate for change of land use dated August 19, 2005 bearing No. B:AP:NYS:CLU:66:04-05/:1874:05-06 issued by Bangalore Development Authority for change of land use in respect of 56 acres 28 guntas at Sy. No. 3/2B, 4,5,5/3, 6,7, 8/1, 8/2, 10/1A, 10/1B, 10/2, 10/3, 11, 12/2, 12/3, 12/4, 13/2, 17/1-4, 38/2, 43 and 44, Kadabeesanahalli, Bangalore East Taluk for commercial use.

4. Clearance for construction dated October 4, 2007 bearing No. DE(S)/S-6/II/2007-08/06 issued by the Bharat Sanchar Nigam Limited for a maximum height of 45.00 metres in relation to Sy. No. 3/2B, 4,5,6,7, 8/1, 8/2, 10/1A, 10/1B, 10/3, 11, 12/2, 12/3, 12/4, 17/1-4, 38/2, 43 and 44, Kadabeesanahalli, Bangalore East Taluk.

5. Clearance dated February 1, 2006 bearing No. DE(S)/S-6/IV/05-06/103 issued by the microwave survey division, Bharat Sanchar Nigam Limited for construction of a commercial building up to a height of 36.00 metres at Sy. No. 3/2B, 4,5,6,7, 8/1, 8/2, 10/1A, 10/1B, 10/3, 11, 12/2, 12/3, 12/4, 17/1-4, 38/2, 43 and 44.

6. Clearance certificate dated October 30, 2008 bearing No. GBC(1)1047-2005 issued by the Karnataka State Fire and Emergency Services in respect of for construction of high rise office buildings at wing B4 at Sy. No. 3/2B, 4,5,6,7, 8/1, 8/2, 10/1A, 10/1B, 10/3, 11, 12/2, 12/3, 12/4, 17/1-4, 38/2, 43 and 44, Kadabeesanahalli, Bangalore East Taluk.

7. Clearance dated January 12, 2007 bearing No. 21-289/2006-IA.III issued by the Ministry of Environment and Forests, Government of India for construction of Cessna Business Park.

8. Consent for establishment dated July 9, 2008, bearing No. CFE/CP-198/2008-09/H-495 issued by the KSPCB under the Water (Prevention and Control of Pollution) Act, 1974 and under the Air Act, 1981 in relation to the expansion of Cessna Business Park at Sy. No. Sy. No. 3/2B, 4, 5/1, 8/2, 10/1A, 10/1B, 12/3, 11, 12/4, 28/1, 17/2-4, 38/2, 43, 44, 9, Kadabeesanahalli, and

78/7 and 89/6 in Belnadur Village, Bangalore East Taluk. This consent is valid for a period of five years from the date of issue.

9. Consent for establishment dated September 27, 2008, bearing No. PCB/219/CNP/08/H922 issued by the KSPCB under the Water (Prevention and Control of Pollution) Act, 1974 and under the Air Act, 1981 in relation to Sy. No. 3/2B, 4(P), 5, 6, 7(P), 8/1, 8/2, 11(P), 12/2 (P), 12/3 (P), 12/4, 17/1 (P), 17/2 (P), 17/3(P), 17/4, 38/2, 43,44, 7 and 9 in respect of Cessna Business Park, phase II, Kadabeesanahalli, Bangalore East Taluk. This consent is valid for a period of five years from the date of issue.

10. Consent for establishment dated October 15, 2008 bearing No. CFE/CP-198/2008-09/H-961 issued by the KSPCB under the Water (Prevention and Control of Pollution) Act, 1974 and Emissions under the Air Act, 1981 for the expansion of Cessna Business Park at Sy. No.3/2B, 4, 5/1, 8/2, 10/1A, 10/1B, 12/3, 11, 12/4, 28/1, 17/2, 17/3, 17/4, 38/2, 43, 44 and 9, Kadabeesanahalli, Bangalore East Taluk.

No Objection Certificates

11. NOC dated February 25, 2008 bearing No. CE(M)/ACE(M)-1/TA-9/7409 issued by the BWSSB for providing water supply and underground facilities for commercial development at Sy. No. 3/2B, 4(P), 5, 6, 7(P), 8/1, 8/2, 9, 10/3(P), 11(P), 12/2 (P), 12/3 (P), 12/4, 17/1 (P), 17/2 (P), 17/3 (P), 17/4, 38/2, 43 and 44, Kadabeesnahalli, Bangalore East Taluk.

12. Fire NOC dated June 26, 2008 bearing No. GBC(1)125-2008 issued by the Karnatake State Fire and emergency Services in relation to eight business buildings, one MLCP and two hotel buildings at Sy. No. 3/2B, 4(P), 5, 6, 7(P), 8/1, 8/2, 9, 10/3(P), 11(P), 12/2 (P), 12/3 (P), 12/4, 17/1 (P), 17/2 (P), 17/3 (P), 17/4, 38/2, 43 and 44, Kadabeesnahalli, Bangalore East Taluk.

13. NOC dated March 1, 2006 bearing No. GM/C(O&M)/DGM(O)/JEE/05-06/20103-04 issued by BESCOM for construction of multi storey building in respect of Sy. No. 3/2B, 4,5,6,7, 8/1, 8/2, 10/1A, 10/1B, 10/3, 11, 12/2, 12/3, 12/4, 17/1-4, 38/2, 43 and 44, Kadabeesanahalli, Bangalore East Taluk.

14. NOC dated February 13, 2006 bearing No. DE/MWS/BG/S-11/XIV/22 issued by the Bharat Sanchar Nigam Limited, for construction of commercial building up to a height of 35.50 metres by Cessna Garden Developers Private Limited, No.1, Main Guard Cross Road, Bangalore.

15. NOC dated June 26, 2008 bearing no. AAI/BG/AD/NOC/0-3/2008/7122-24 issued by the Airports Authority of India for height clearance in relation to Sy. No. Sy. No. 3/2B, 4,5,6,7, 8/1, 8/2, 9, 10/1A, 10/1B, 10/3, 11, 12/2, 12/3, 12/4, 17/1-4, 38/2, 43 and 44, Kadabeesanahalli, Bangalore East Taluk.

VIII. ***Prestige Construction Ventures Private Limited***

Project: Prestige Polygon

1. Planning permission dated October 26, 2009 bearing No. (Ms).No. 185 issued by the Housing and Urban Development Department, Chennai for the construction of a building at block No. 76, Mylapore, Anna Salai, Chennai.

2. Clearance dated July 8, 2008 issued by the Ministry of Environment and Forests, Government of India for construction of Prestige Polygon at Sy. Nos. 3859/1, 3859/2, 3859/3, 3859/4, 3860/1, 3862, 3872/1, 3872/2 and 3873 in block No. 76, Mylapore Village, Anna Salai, Teynmapet, Chennai.

No Objection Certificates

3. NOC dated May 20, 2008 bearing No. 85/CMRL/2008 issued by the Chennai Metro Rail Limited for construction of the building at door no. 471, Anna Salai in R.S No. 3859/1,

3859/2, 3859/3, 3859/4, 3860/1, 3862, 3872/1, 3872/2 and 3873 in block No. 76, Mylapore Village, Anna Salai, Teynmapet, Chennai.

4. Fire NOC dated April 28, 2008 bearing No. 7916/C1/2008 issued by the Tamil Nadu Fire and Rescue Services Department for building at Plot No. 8 to 14, Cubbon Road, Ward No. 79, Bangalore.

IX. ***Thomsun Realtors Private Limited***

Project: Forum Thomsun Mall

1. Sanction plan dated April 26, 2008 bearing No. A (2) 42/08-09 issued by the Maradu Grama Panchayat for property located at block No. 13, Maradu Village, Kanayannur Taluk, Ernakulam District, Kerala.

X. ***Prestige Garden Constructions Private Limited***

Project: Forum Value Mall

1. Building license and sanction plan dated May 24, 2007 bearing No. 21/07-08 issued by the Bangalore Development Authority for the commercial complex at Sy. 62, Whitefield Village, Krishnarajapuram Hobli, Bangalore South Taluk.

2. Certificate for change of land use dated February 26, 2004 bearing No. 296/02-03 issued by the Bangalore Development Authority for Sy. 62, Whitefield Village, Krishnarajapuram Hobli, Bangalore South Taluk from public/semi public to commercial.

XI. ***Valdel Xtent Outsourcing Solutions Private Limited***

Project: Valdel

1. Clearance dated April 4, 2008, bearing No. DE(S)/S-6/I/2008-09/04 issued by the microwave survey division, Divisional Engineer, Karnataka Telecom Circle for construction of a commercial building up to a height of 54.00 metres at Sy.No. 110/1, 110/2 and 110/3, Ammani Bellandur Khane Village, Vuarthur Hobli, Bangalore East Taluk.

No objection certificates

2. NOC dated April 15, 2008 bearing No. DE/MWS/BG/S-11/07-08/II/22 issued by Bharath Sanchar Nigam Limited, Karnataka Telecom Circle for construction of the commercial complex at Sy.No. 110/1, 110/2 and 110/3, Ammani Bellandur Khane Village, Vuarthur Hobli, Bangalore East Taluk.

3. NOC dated May 31, 2008 bearing No. CGM/BMAZ/DGM/AGM-1/F/241/2370 issued by BESCOM in respect of Sy. No. 110/1, 110/2 and 110/3, Ammani Bellandur Khane Village, Vuarthur Hobli, Bangalore East Taluk.

4. Clearance dated April 4, 2008 bearing No. DE(S)/S-6/I/2008-09/04 issued by the microwave survey division, Divisional Engineer, Karnataka Telecom Circle for construction of a commercial complex upto a height of 54 metres at Sy.No. 110/1, 110/2 and 110/3, Ammani Bellandur Khane Village, Vuarthur Hobli, Bangalore East Taluk.

5. NOC dated August 22, 2008 bearing No. AAI/SR/NOC/RHQ issued by the Senior Manager, Airports Authority of India, in respect of property situated at Sy. No. 110/1, 110/2 and 110/3, Ammani Bellandur Khane Village, Vuarthur Hobli, Bangalore East Taluk.

6. Clearance dated October 16, 2009 issued by the Ministry of Environment and Forests, Government of India for construction of an IT park at Sy.No. 110/1, 110/2 and 110/3, Ammani Bellandur Khane Village, Vuarthur Hobli, Bangalore East Taluk.

7. Fire NOC dated January 20, 2010 bearing No. GBC(1)135/2008 issued by the Office of the Director General of Police, for construction of a high rise office building at at Sy.No. 110/1, 110/2 and 110/3, Ammani Bellandur Khane Village, Vuarthur Hobli, Bangalore East Taluk.

XII. ***Babji Realtors Private Limited***

1. Government order dated August 20, 2009 bearing No. 466/CSC/TP14/2008 issued by the Greater Hyderabad Municipal Corporation granting approval for the building plan submitted in relation to the construction of the proposed mall and multiplex at plot S-16, Sy. No. 1099, KPHB, Kukkatpally village, Balanagar Mandal, Ranga Reddy District, Andhra Pradesh.

2. Clearance dated August 20, 2007 issued by the Ministry of Environment and Forests, Government of India for construction of a commercial complex at Sy. No. 1099, KPHB, Kukkatpally village, Balanagar Mandal, Ranga Reddy District, Andhra Pradesh.

No Objection Certificates

3. Fire NOC dated January 16, 2008 bearing No. 2414/E4/2007 issued by the Government of Andhra Pradesh, Fire and Emergency Services Department, for construction of a multi storeyed building at KPHB layout, IX phase, Kukkatpally village, Balanagar Mandal, Ranga Reddy District, Andhra Pradesh.

4. NOC dated March 7, 2007 bearing No. AA/III/0-23/NOC issued by the Senior Manager, Airports Authority of India, in respect of property situated at Sy. No. 1099, Kukkatpally village, Balanagar Mandal, Ranga Reddy District, Andhra Pradesh.

5. NOC dated January 10, 2008 bearing No. 5617/D&O/08 issued by the District Medical and Health Officer for construction of multiplex at Sy. No. 1099, Kukkatpally village, Balanagar Mandal, Ranga Reddy District, Andhra Pradesh.

6. NOC dated March 17, 2008 bearing number 129/G3/Cinema/Cyb/07 issued by the Police Department, Government of Andhra Pradesh for permission to apply for a building license in relation to the property at Sy. No. 1099, Kukkatpally village, Balanagar Mandal, Ranga Reddy District, Andhra Pradesh.

OTHER REGULATORY AND STATUTORY DISCLOSURES

Authority for the Issue

Authority from the Company

The Issue has been authorised by a resolution of the Board dated November 10, 2009. The shareholders have authorised the Issue by a special resolution passed pursuant to Section 81(1A) of the Companies Act at the EGM of the Company held on November 10, 2009.

Prohibition by SEBI

The Company its Directors, its Promoters, Promoter/Group Entities and companies in which the Directors are directors have not been prohibited from accessing or operating in the capital markets or restrained from buying, selling or dealing in securities under any order or direction passed by SEBI.

None of the Directors are associated with any entities, which are engaged in securities market related business and are not are registered with SEBI for the same.

Prohibition by RBI

The Company, its Directors, Promoters, the Promoter/Group Entities and companies in which the Directors are directors have not been declared as wilful defaulters by RBI or any other governmental authorities.

Eligibility for the Issue

The Company is eligible for the Issue in accordance with Regulation 26(1) of the SEBI ICDR Regulations as explained under the eligibility criteria calculated in accordance with financial statements under Indian GAAP:

- The Company has net tangible assets of at least Rs. 30 million in each of the preceding three financial years ended on March 31 2010, 2009 and 2008and not more than 50.00% of such net tangible assets are held in monetary assets of cash and bank balances;
- The Company has a track record of distributable profits in terms of Section 205 of the Companies Act, during the preceding three financial years ended on March 31, 2010, 2009 and 2008;
- The Company has a net worth of at least Rs. 10 million in each of the preceding three financial years ended March 31, 2010, 2009 and 2008;
- The aggregate of the proposed Issue and all previous issues made in the same financial years in terms of the issue size is not expected to exceed five times the pre-Issue net worth of the Company; and
- The Company has not changed its name in the last Fiscal year.

The distributable profits of the Company as per section 205 of the Act and its net worth for the last five financial years ended March 31, 2010, 2009, 2008, 2007 and 2006 as per the restated unconsolidated financial statements of the Company are as under:

(*Rs. In million)*

Particulars	Fiscal 2010	Fiscal 2009	Fiscal 2008	Fiscal 2007	Fiscal 2006
Distributable Profits [(1)]	1,396.20	762.50	607.80	415.60	190.20
Net Worth [(2)]	6,276.20	4,880.00	3,829.70	1,337.50	921.90
Net Tangible assets [(3)]	6,280.60	4,913.10	3,821.00	1,338.80	929.00
Monetary assets [(4)]	1,361.10	1,120.60	564.20	183.20	294.40
Monetary assets as a percentage of the net tangible assets	22%	23%	15%	14%	32%

(1) 'Distributable profits' have been defined in terms of Section 205 of the Companies Act.
(2) 'Net worth' has been defined as the aggregate of equity share capital and reserves, excluding preference share redemption reserve and miscellaneous expenditures, if any.

(3) 'Net tangible assets' means the sum of all net assets of the Company excluding deferred tax assets/liabilities and intangible assets as defined under Accounting Standard 26 issued by Institute of Chartered Accountants of India.
(4) Monetary assets comprise of cash and bank balances.

Further, as the Issue size is proposed to be more than 10% and less than 25%, the Company shall ensure that the number of prospective allottees to whom the Equity Shares will be allotted shall not be less than 1,000; otherwise the entire application money will be refunded forthwith. In case of delay, if any, in refund the Company shall pay interest on the application money at the rate of 15% per annum for the period of delay.

Further, the Issue is subject to the fulfilment of the following conditions as required by the proviso to Rule 19(2)(b) (ii) of the SCRR:

- A minimum 2,000,000 Equity Shares (excluding reservations and promoters contribution) are offered to the public;
- The Net Issue size, which is the Issue Price multiplied by the number of Equity Shares offered to the public, is a minimum of Rs. 1,000 million; and
- The Issue is made through the Book Building method with 60% of the Net Issue size allocated to QIBs as specified by SEBI.

Disclaimer Clause of SEBI

IT IS TO BE DISTINCTLY UNDERSTOOD THAT SUBMISSION OF THE DRAFT RED HERRING PROSPECTUS TO SEBI SHOULD NOT IN ANY WAY, BE DEEMED OR CONSTRUED THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE DRAFT RED HERRING PROSPECTUS. THE BOOK RUNNING LEAD MANAGERS, BEING, ENAM, JPM, KOTAK AND UBS HAVE CERTIFIED THAT THE DISCLOSURES MADE IN THE DRAFT RED HERRING PROSPECTUS ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH SEBI (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 AS IN FORCE FOR THE TIME BEING AS THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING AN INVESTMENT IN THE PROPOSED ISSUE.

IT SHOULD ALSO BE CLEARLY UNDERSTOOD THAT WHILE THE COMPANY IS PRIMARILY RESPONSIBLE FOR THE CORRECTNESS, ADEQUACY AND DISCLOSURE OF ALL RELEVANT INFORMATION IN THE DRAFT RED HERRING PROSPECTUS, THE BOOK RUNNING LEAD MANAGERS ARE EXPECTED TO EXERCISE DUE DILIGENCE TO ENSURE THAT THE COMPANY DISCHARGES ITS RESPONSIBILITY ADEQUATELY IN THIS BEHALF AND TOWARDS THIS PURPOSE, THE BOOK RUNNING LEAD MANAGERS, ENAM, JPM, KOTAK AND UBS HAVE FURNISHED TO SEBI A DUE DILIGENCE CERTIFICATE WHICH READS AS FOLLOWS:

WE, THE LEAD MERCHANT BANKER(S) TO THE ABOVE MENTIONED FORTHCOMING ISSUE, STATE AND CONFIRM AS FOLLOWS:

(1) "WE HAVE EXAMINED VARIOUS DOCUMENTS INCLUDING THOSE RELATING TO LITIGATION LIKE COMMERCIAL DISPUTES, PATENT DISPUTES, DISPUTES WITH COLLABORATORS, ETC. AND OTHER MATERIAL IN CONNECTION WITH THE FINALISATION OF THE DRAFT RED HERRING PROSPECTUS PERTAINING TO THE SAID ISSUE;

(2) ON THE BASIS OF SUCH EXAMINATION AND THE DISCUSSIONS WITH THE COMPANY, ITS DIRECTORS AND OTHER OFFICERS, OTHER AGENCIES, AND INDEPENDENT VERIFICATION OF THE STATEMENTS CONCERNING THE OBJECTS OF THE ISSUE, PRICE JUSTIFICATION AND THE CONTENTS OF THE DOCUMENTS AND OTHER PAPERS FURNISHED BY THE COMPANY, WE CONFIRM THAT:

(a) **THE DRAFT RED HERRING PROSPECTUS FILED WITH THE SEBI IS IN CONFORMITY WITH THE DOCUMENTS, MATERIALS AND PAPERS RELEVANT TO THE ISSUE;**

(b) **ALL THE LEGAL REQUIREMENTS RELATING TO THE ISSUE AS ALSO THE REGULATIONS, GUIDELINES, INSTRUCTIONS, ETC. FRAMED/ISSUED BY THE SEBI, THE CENTRAL GOVERNMENT AND ANY OTHER COMPETENT AUTHORITY IN THIS BEHALF HAVE BEEN DULY COMPLIED WITH; AND**

(c) **THE DISCLOSURES MADE IN THE DRAFT RED HERRING PROSPECTUS ARE TRUE, FAIR AND ADEQUATE TO ENABLE THE INVESTORS TO MAKE A WELL INFORMED DECISION AS TO THE INVESTMENT IN THE PROPOSED ISSUE AND SUCH DISCLOSURES ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPANIES ACT, 1956, THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 AND OTHER APPLICABLE LEGAL REQUIREMENTS.**

(3) WE CONFIRM THAT BESIDES OURSELVES, ALL THE INTERMEDIARIES NAMED IN THE DRAFT RED HERRING PROSPECTUS ARE REGISTERED WITH THE SEBI AND THAT TILL DATE SUCH REGISTRATION IS VALID.

(4) WE HAVE SATISFIED OURSELVES ABOUT THE CAPABILITY OF THE UNDERWRITERS TO FULFILL THEIR UNDERWRITING COMMITMENTS.- NOTED FOR COMPLIANCE.

(5) WE CERTIFY THAT WRITTEN CONSENT FROM PROMOTERS HAS BEEN OBTAINED FOR INCLUSION OF THEIR SPECIFIED SECURITIES AS PART OF PROMOTERS' CONTRIBUTION SUBJECT TO LOCK-IN AND THE SPECIFIED SECURITIES PROPOSED TO FORM PART OF PROMOTERS' CONTRIBUTION SUBJECT TO LOCK-IN SHALL NOT BE DISPOSED / SOLD / TRANSFERRED BY THE PROMOTERS DURING THE PERIOD STARTING FROM THE DATE OF FILING THE DRAFT RED HERRING PROSPECTUS WITH THE SEBI TILL THE DATE OF COMMENCEMENT OF LOCK-IN PERIOD AS STATED IN THE DRAFT RED HERRING PROSPECTUS.

(6) WE CERTIFY THAT REGULATION 33 OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009, WHICH RELATES TO SPECIFIED SECURITIES INELIGIBLE FOR COMPUTATION OF PROMOTERS CONTRIBUTION, HAS BEEN DULY COMPLIED WITH AND APPROPRIATE DISCLOSURES AS TO COMPLIANCE WITH THE SAID REGULATION HAVE BEEN MADE IN THE DRAFT RED HERRING PROSPECTUS.

(7) WE UNDERTAKE THAT SUB-REGULATION (4) OF REGULATION 32 AND CLAUSE (C) AND (D) OF SUB-REGULATION (2) OF REGULATION 8 OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 SHALL BE COMPLIED WITH. WE CONFIRM THAT ARRANGEMENTS HAVE BEEN MADE TO ENSURE THAT PROMOTERS' CONTRIBUTION SHALL BE RECEIVED AT LEAST ONE DAY BEFORE THE OPENING OF THE ISSUE. WE UNDERTAKE THAT AUDITORS' CERTIFICATE TO THIS EFFECT SHALL BE DULY SUBMITTED TO THE BOARD. WE FURTHER CONFIRM THAT ARRANGEMENTS HAVE BEEN MADE TO ENSURE THAT PROMOTERS' CONTRIBUTION SHALL BE KEPT IN AN ESCROW ACCOUNT WITH A SCHEDULED COMMERCIAL BANK AND SHALL BE RELEASED TO THE COMPANY ALONG WITH THE PROCEEDS OF THE ISSUE. NOT APPLICABLE

(8) WE CERTIFY THAT THE PROPOSED ACTIVITIES OF THE COMPANY FOR WHICH THE FUNDS ARE BEING RAISED IN THE ISSUE FALL WITHIN THE 'MAIN OBJECTS' LISTED IN THE OBJECT CLAUSE OF THE MEMORANDUM OF ASSOCIATION OR OTHER CHARTER OF THE COMPANY AND THAT THE ACTIVITIES WHICH HAVE BEEN CARRIED OUT UNTIL NOW ARE VALID IN TERMS OF THE OBJECT CLAUSE OF ITS MEMORANDUM OF ASSOCIATION.

(9) WE CONFIRM THAT NECESSARY ARRANGEMENTS HAVE BEEN MADE TO ENSURE THAT THE MONEYS RECEIVED PURSUANT TO THE ISSUE ARE KEPT IN A SEPARATE BANK ACCOUNT AS PER THE PROVISIONS OF SUB-SECTION (3) OF SECTION 73 OF THE COMPANIES ACT, 1956 AND THAT SUCH MONEYS SHALL BE RELEASED BY THE SAID BANK ONLY AFTER PERMISSION IS OBTAINED FROM ALL THE STOCK EXCHANGES MENTIONED IN THE DRAFT RED HERRING PROSPECTUS. WE FURTHER CONFIRM THAT THE

AGREEMENT ENTERED INTO BETWEEN THE BANKERS TO THE ISSUE AND THE COMPANY SPECIFICALLY CONTAINS THIS CONDITION. NOTED FOR COMPLIANCE

(10) WE CERTIFY THAT A DISCLOSURE HAS BEEN MADE IN THE DRAFT RED HERRING PROSPECTUS THAT THE INVESTORS SHALL BE GIVEN AN OPTION TO GET THE SHARES IN DEMAT OR PHYSICAL MODE.
AS THE OFFER SIZE IS MORE THAN RS. 10 CRORES, HENCE UNDER SECTION 68B OF THE COMPANIES ACT, 1956, THE EQUITY SHARES ARE TO BE ISSUED IN DEMAT ONLY.

(11) WE CERTIFY THAT ALL THE APPLICABLE DISCLOSURES MANDATED IN THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 HAVE BEEN MADE IN ADDITION TO DISCLOSURES WHICH, IN OUR VIEW, ARE FAIR AND ADEQUATE TO ENABLE THE INVESTOR TO MAKE A WELL INFORMED DECISION.

(12) WE CERTIFY THAT THE FOLLOWING DISCLOSURES HAVE BEEN MADE IN THE DRAFT RED HERRING PROSPECTUS:

(a) **AN UNDERTAKING FROM THE COMPANY THAT AT ANY GIVEN TIME, THERE SHALL BE ONLY ONE DENOMINATION FOR THE EQUITY SHARES OF THE COMPANY; AND**

(b) **AN UNDERTAKING FROM THE COMPANY THAT IT SHALL COMPLY WITH SUCH DISCLOSURE AND ACCOUNTING NORMS SPECIFIED BY THE SEBI FROM TIME TO TIME.**

(13) WE UNDERTAKE TO COMPLY WITH THE REGULATIONS PERTAINING TO ADVERTISEMENT IN TERMS OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 WHILE MAKING THE ISSUE.

(14) WE ENCLOSE A NOTE EXPLAINING HOW THE PROCESS OF DUE DILIGENCE HAS BEEN EXERCISED BY US IN VIEW OF THE NATURE OF CURRENT BUSINESS BACKGROUND OR THE COMPANY, SITUATION AT WHICH THE PROPOSED BUSINESS STANDS, THE RISK FACTORS, PROMOTERS EXPERIENCE, ETC.

(15) WE ENCLOSE A CHECKLIST CONFIRMING REGULATION-WISE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009, CONTAINING DETAILS SUCH AS THE REGULATION NUMBER, ITS TEXT, THE STATUS OF COMPLIANCE, PAGE NUMBER OF THE DRAFT RED HERRING PROSPECTUS WHERE THE REGULATION HAS BEEN COMPLIED WITH AND OUR COMMENTS, IF ANY."

The filing of the Red Herring Prospectus does not, however, absolve the Company from any liabilities under Section 63 and Section 68 of the Companies Act or from the requirement of obtaining such statutory and other clearances as may be required for the purpose of the proposed Issue. SEBI further reserves the right to take up at any point of time, with the BRLMs and any irregularities or lapses in the Prospectus.

All legal requirements pertaining to the Issue will be complied with at the time of filing of the Red Herring Prospectus with the Registrar of Companies, Karnataka in terms of Section 60B of the Companies Act. All legal requirements pertaining to the Issue will be complied with at the time of registration of the Prospectus with the Registrar of Companies, Karnataka in terms of Sections 56, 60 and 60B of the Companies Act.

Caution - Disclaimer from the Company and the BRLMs

Our Company, our Directors and the BRLMs accept no responsibility for statements made otherwise than in this Red Herring Prospectus or in the advertisements or any other material issued by or at our instance and anyone placing reliance on any other source of information, including our web site www.prestigeconstructions.com would be doing so at his or her own risk.

The BRLMs accept no responsibility, save to the limited extent as provided in the Agreement entered into among the BRLMs and our Company dated November 27, 2009 and the Underwriting Agreement

to be entered into between the Underwriters and our Company.

All information shall be made available by us and the BRLMs to the public and investors at large and no selective or additional information would be available for a section of the investors in any manner whatsoever including at road show presentations, in research or sales reports, at bidding centers or elsewhere.

Our Company, the BRLMs and the Underwriters shall not be liable to the Bidders for any failure in downloading the Bids due to faults in any software/hardware system or otherwise.

The BRLMs and their respective associates and affiliates may engage in transactions with, and perform services for, our Company and our group companies, affiliates or associates in the ordinary course of business and have engaged, or may in future engage, in commercial banking and investment banking transactions with our Company and our group companies, affiliates or associates for which they have received, and may in future receive, compensation.

Investors that Bid in the Issue will be required to confirm and will be deemed to have represented to our Company and the Underwriters and their respective directors, officers, agents, affiliates and representatives that they are eligible under all applicable laws, rules, regulations, guidelines and approvals to acquire Equity Shares of our Company and will not offer, sell, pledge or transfer the Equity Shares of our Company to any person who is not eligible under applicable laws, rules, regulations, guidelines and approvals to acquire Equity Shares of our Company. Our Company, the Underwriters and their respective directors, officers, agents, affiliates and representatives accept no responsibility or liability for advising any investor on whether such investor is eligible to acquire Equity Shares of our Company.

Disclaimer in respect of Jurisdiction

This Issue is being made in India to persons resident in India (including Indian nationals resident in India who are not minors, HUFs, companies, corporate bodies and societies registered under the applicable laws in India and authorised to invest in shares, Indian Mutual Funds registered with SEBI, Indian financial institutions, commercial banks, regional rural banks, co-operative banks (subject to RBI permission), or trusts under applicable trust law and who are authorised under their constitution to hold and invest in shares, permitted insurance companies and pension funds), eligible NRIs and to FIIs. This Red Herring Prospectus does not, however, constitute an invitation to purchase shares offered hereby in any jurisdiction other than India to any person to whom it is unlawful to make an offer or invitation in such jurisdiction. Any person into whose possession this Red Herring Prospectus comes is required to inform himself or herself about, and to observe, any such restrictions. Any dispute arising out of this Issue will be subject to the jurisdiction of appropriate court(s) in Mumbai only.

No action has been, or will be, taken to permit a public offering in any jurisdiction where action would be required for that purpose, except that the Draft Red Herring Prospectus has been filed with SEBI for its observations and SEBI shall give its observations in due course. Accordingly, the Equity Shares represented thereby may not be offered or sold, directly or indirectly, and this Red Herring Prospectus may not be distributed, in any jurisdiction, except in accordance with the legal requirements applicable in such jurisdiction. Neither the delivery of this Red Herring Prospectus nor any sale hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date hereof or that the information contained herein is correct as of any time subsequent to this date.

The Equity Shares have not been and will not be registered under the US Securities Act of 1933 (the "Securities Act") or any state securities laws in the United States and may not be offered or sold within the United States or to, or for the account or benefit of, "U.S. persons" (as defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Equity Shares are only being offered and sold (i) in the United States to "qualified institutional buyers", as defined in Rule 144A of the Securities Act, in reliance on Rule 144A under the Securities Act, and (ii) outside the United States to certain persons in offshore transactions in compliance with Regulation S under the Securities Act.

The Equity Shares have not been and will not be registered, listed or otherwise qualified in any other jurisdiction outside India and may not be offered or sold, and Bids may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction.

Disclaimer Clause of the NSE

As required, a copy of the Draft Red Herring Prospectus had been submitted to NSE. NSE had given vide its letter dated January 8, 2010, permission to the Issuer to use the NSE's name in the Red Herring Prospectus as one of the stock exchanges on which this Issuer's securities are proposed to be listed. NSE has scruitinized the Draft Red Herring Prospectus for its limited internal purpose of deciding on the matter of granting the aforesaid permission to this Issuer. It is to be distinctly understood that the aforesaid permission given by NSE should not in any way be deemed or construed that the Draft Red Herring Prospectus has been cleared or approved by NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of the Red Herring Prospectus; nor does it warrant that this Issuer's securities will be listed or will continue to be listed on the NSE; nor does it take any responsibility for the financial or other soundness of this Issuer, its promoters, its management or any scheme or project of this Issuer.

Every person who desires to apply for or otherwise acquire any securities of this Issuer may do so pursuant to independent, inquiry, investigation and analysis and shall not have any claim against NSE whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever.

Disclaimer Clause of BSE

As required, a copy of the Draft Red Herring Prospectus had been submitted to BSE. BSE has given, vide its letter dated January 21, 2010, permission to this Company to use its name in this offer document as one of the stock exchanges on which this Company's securities are proposed to be listed. BSE has scrutinized this offer document for its limited internal purpose of deciding on the matter of granting the aforesaid permission to this Company. BSE does not in any manner:

(i) warrant, certify or endorse the correctness or completeness of any of the contents of the Red Herring Prospectus; or

(ii) warrant that this Company's securities will be listed or will continue to be listed on the BSE; or

(iii) take any responsibility for the financial or other soundness of this Company, its promoters, its management or any scheme or project of this Company;

and it should not for any reason be deemed or construed that the Red Herring Prospectus has been cleared or approved by BSE. Every person who desires to apply for or otherwise acquires any securities of this Company may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against BSE whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/acquisition whether by reason of anything stated or omitted to be stated herein or for any other reason whatsoever.

Filing

A copy of the Draft Red Herring Prospectus has been filed with SEBI at Corporation Finance Department, Plot No.C4-A,'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051.

A copy of the Red Herring Prospectus, along with the documents required to be filed under Section 60B of the Companies Act, would be delivered for registration to the RoC and a copy of the Prospectus to be filed under Section 60 of the Companies Act would be delivered for registration with RoC at the Office of the Registrar of Companies, E' wing, Second floor, Kendriya Sadana, Koramangala, Bangalore 560 034, Karnataka, India

Listing

Applications have been made to the BSE and NSE for permission to deal in and for an official quotation of the Equity Shares. NSE will be the Designated Stock Exchange with which the Basis of Allotment will be finalised.

If the permissions to deal in and for an official quotation of the Equity Shares are not granted by any of the Stock Exchanges mentioned above, the Company will forthwith repay, without interest, all moneys received from the applicants in pursuance of this Red Herring Prospectus. If such money is not repaid within 8 days after the Company becomes liable to repay it, i.e. from the date of refusal or within 70 days from the Bid/Issue Closing Date, whichever is earlier, then the Company and every Director of the Company who is an officer in default shall, on and from such expiry of 8 days, be liable to repay the money, with interest at the rate of 15% p.a. on application money, as prescribed under Section 73 of the Companies Act.

The Company shall ensure that all steps for the completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges mentioned above are taken within 7 working days of finalisation of the Basis of Allotment for the Issue.

Impersonation

Attention of the applicants is specifically drawn to the provisions of sub-section (1) of Section 68 A of the Companies Act, which is reproduced below:

"*Any person who:*

(a) *makes in a fictitious name, an application to a company for acquiring or subscribing for, any shares therein, or*

(b) *otherwise induces a company to allot, or register any transfer of shares, therein to him, or any other person in a fictitious name,*

shall be punishable with imprisonment for a term which may extend to five years."

Consents

Consents in writing of: (a) the Directors, the Company Secretary and Compliance Officer, the Auditors, Bankers to the Company and Bankers to the Issue; and (b) the Book Running Lead Managers to the Issue, and Syndicate Member, Escrow Collection Bankers, Registrar to the Issue, the Monitoring Agent, Domestic Legal Counsel to the Company, Domestic Legal Counsel to the Underwriters, International Legal Counsel, Legal Counsel to the Issue for expert opinion in relation to title of land and Architects providing an expert opinion in relation to Developable Area and Saleable Area, have been obtained and will be filed along with a copy of the Red Herring Prospectus with the RoC, as required under Sections 60 and 60B of the Companies Act and such consents shall not be withdrawn up to the time of delivery of the Red Herring Prospectus for registration with the RoC.

The Auditors Deloitte Haskins & Sells, Chartered Accountants, have given their written consent to the inclusion of their financial report as well as report in relation to tax benefits accruing to the Company and its members in the form and context in which it appears in this Red Herring Prospectus and such consent has not been withdrawn up to the time of delivery of the Red Herring Prospectus for registration with the RoC.

Expert Opinion

Except the report of ICRA in respect of the IPO grading of this Issue annexed herewith, the opinion from the Legal Counsel in relation to land title and the Architect's expert opinion in relation to the Developable Area and Saleable Area and such persons that are deemed to be experts under the Companies Act disclosed in this Red Herring Prospectus, the Company has not obtained any expert opinions.

ICRA, the IPO grading agency engaged by the Company for the purpose of obtaining IPO grading in respect of this Issue, have given their written consent as experts to the inclusion of their report in the form and context in which they will appear in the Red Herring Prospectus and such consents and reports will not be withdrawn up to the time of delivery of the Red Herring Prospectus and the Prospectus to the Registrar of Companies.

Expenses of the Issue

The total expenses of the Issue are estimated to be approximately Rs. [●] million. The expenses of this Issue include, among others, underwriting and management fees, SCSB's commission/ fees, selling commission, printing and distribution expenses, legal fees, statutory advertisement expenses and listing fees. All expenses with respect to the Issue would be paid by the Company.

The estimated Issue expenses are as under:

S. No.	Activity Expense	Amount* (Rs. Million)	Percentage of Total Estimated Issue Expenditure*	Percentage of Issue Size*
1	Fees of the Lead Manager	[●]	[●]	[●]
2	Fees to the Bankers to Issue	[●]	[●]	[●]
3	Underwriting commission, brokerage and selling commission	[●]	[●]	[●]
4	Advertising and marketing expenses, printing and stationery, distribution, postage etc.	[●]	[●]	[●]
5	Registrar to the Issue	[●]	[●]	[●]
6	Other expenses (Grading Agency, Monitoring Agency, Legal Advisors, Auditors and other Advisors etc:)	[●]	[●]	[●]
	Total Estimated Issue Expenditure	[●]	[●]	[●]

**To be completed after finalization of the Issue Price*

Fees Payable to the BRLMs and the Syndicate Member

The total fees payable to the BRLMs and the Syndicate Member will be as per the engagement letter dated November 27, 2009 with the BRLMs, issued by the Company, a copy of which is available for inspection at the Registered Office.

Fees Payable to the Registrar to the Issue

The fees payable by the Company to the Registrar to the Issue for processing of application, data entry, printing of CAN/refund order, preparation of refund data on magnetic tape, printing of bulk mailing register will be as the per the agreement between the Company and the Registrar to the Issue dated November 18, 2009.

The Registrar to the Issue will be reimbursed for all out of pocket expenses including cost of stationery, postage, stamp duty, and communication expenses. Adequate funds will be provided to the Registrar to the Issue to enable them to send refund orders or Allotment advice by registered post/speed post/under certificate of posting.

Underwriting commission, brokerage and selling commission on Previous Issues

Since this is the initial public offer of the Company, no sum has been paid or has been payable as commission or brokerage for subscribing to or procuring or agreeing to procure subscription for any of the Equity Shares since its inception.

Previous Rights and Public Issues

The Company has not made any previous rights and public issues in India or abroad in the five years preceding the date of this Red Herring Prospectus.

Previous issues of shares otherwise than for cash

Except as stated in "Capital Structure" on page 34, the Company has not made any previous issues of shares for consideration otherwise than for cash.

Companies under the same management

No company under the same management (within the meaning of Section 370(1)(B) of the Companies Act) as the Company has made any capital issue during the last three years.

Promise v. performance – Promoter and Promoter/Group Companies

Our Company, Subsidiary and Group Companies have not made any previous rights and public issues.

Outstanding Debentures, Bond Issues, or Preference Shares

The Company has not issued any debentures, bonds or preference shares.

Stock Market Data for the Equity Shares

This being an initial public offering of the Company, the Equity Shares of the Company are not listed on any stock exchange.

Mechanism for Redressal of Investor Grievances

The agreement between the Registrar to the Issue and the Company will provide for retention of records with the Registrar to the Issue for a period of at least six months from the last date of despatch of the letters of allotment, demat credit and refund orders to enable the investors to approach the Registrar to the Issue for redressal of their grievances.

All grievances relating to the Issue may be addressed to the Registrar to the Issue, giving full details such as name, address of the applicant, number of Equity Shares applied for, amount paid on application and the bank branch or collection centre where the application was submitted.

All grievances relating to the ASBA process may be addressed to the SCSB, giving full details such as name, address of the applicant, number of Equity Shares applied for, amount paid on application and the Designated Branch or the collection centre of the SCSB where the Bid cum Application Form was submitted by the ASBA Bidders.

Disposal of Investor Grievances

The Company or the Registrar to the Issue or the SCSB in case of ASBA Bidders shall redress routine investor grievances within seven business days from the date of receipt of the complaint. In case of non-routine complaints and complaints where external agencies are involved, the Company will seek to redress these complaints as expeditiously as possible.

The Company has also appointed Lalitha Kini, Company Secretary of the Company as the Compliance Officer for this Issue and he may be contacted in case of any pre-Issue or post-Issue related problems,

at the following address:

The Falcon House, No. 1
Main Guard Cross Road
Bangalore 560 001
Karnataka, India
Tel: (91 80) 2559 1080
Fax: (91 80) 2559 1945
Email: investors@prestigeconstructions.com

Change in Auditors

There has been no change in the Auditors of our Company in the past three years.

Capitalisation of Reserves or Profits

The Company has not capitalised its reserves or profits since its incorporation, except as stated in this Red Herring Prospectus.

Revaluation of Assets

The Company has not re-valued its assets in the last five years.

Purchase of Property

Other than as disclosed in this Red Herring Prospectus there is no property which has been purchased or acquired or is proposed to be purchased or acquired which is to be paid for wholly or partly from the proceeds of the present Issue or the purchase or acquisition of which has not been completed on the date of this Red Herring Prospectus, other than property, in respect of which:

- The contract for the purchase or acquisition was entered into in the ordinary course of business, or the contract was entered into in contemplation of the Issue, or that the Issue was contemplated in consequence of the contract; or

- The amount of the purchase money is not material.

Our Promoters may also be deemed to be interested in the Company to the extent that they or any entities promoted by them hold an interest in any of our existing, ongoing or forthcoming projects or the lands on which they are being developed. For details please refer to "History and Corporate Structure" on page 159, "Group Entities" on page 203 and "Our Business" on page 87.

Servicing Behaviour

There has been no default in payment of statutory dues or of interest or principal in respect of the borrowings or deposits of the Company.

Payment or benefit to officers of the Company

Except statutory benefits upon termination of their employment in the Company or superannuation, no officer of the Company is entitled to any benefit upon termination of his employment in the Company or superannuation.

Except as disclosed in "Related Party Transaction" on page 266, none of the beneficiaries of loans and advances and sundry debtors are related to the Directors of the Company.

SECTION VII – ISSUE INFORMATION

TERMS OF THE ISSUE

The Equity Shares being issued are subject to the provisions of the Companies Act, the SCRR, the Memorandum and Articles, the terms of this Red Herring Prospectus, the Red Herring Prospectus and the Prospectus, Bid cum Application Form, ASBA Bid cum Application Form, the Revision Form, the ASBA Revision Form, the CAN and other terms and conditions as may be incorporated in the Allotment advices and other documents/ certificates that may be executed in respect of the Issue. The Equity Shares shall also be subject to laws, guidelines, notifications and regulations relating to the issue of capital and listing of securities issued from time to time by SEBI, the Government of India, Stock Exchanges, RoC, RBI and/or other authorities, as in force on the date of the Issue and to the extent applicable.

Authority for the Issue

For details see "Other Regulatory and Statutory Disclosures" on page 483 of this RHP.

Our Company has obtained all necessary approvals for this Issue.

Our Company has obtained in-principle listing approvals dated January 8, 2010 and January 21, 2010 from the NSE and the BSE, respectively.

Ranking of Equity Shares

The Equity Shares being issued shall be subject to the provisions of the Memorandum and Articles of Association and shall rank pari-passu with the existing Equity Shares of the Company including rights in respect of dividend. The Allotees in receipt of Allotment of Equity Shares under this Issue will be entitled to dividends and other corporate benefits, if any, declared by the Company after the date of Allotment. For further details, please see "Main Provisions of the Articles of Association" on page 546.

Mode of Payment of Dividend

The Company shall pay dividends to its shareholders in accordance with the provisions of the Companies Act, the Articles and the provision of the Listing Agreement.

Face Value and Issue Price

The face value of the Equity Shares is Rs. 10 each and the Issue Price is Rs. [●] per Equity Share. The Anchor Investor Issue Price is Rs. [●] per Equity Share.

At any given point of time there shall be only one denomination for the Equity Shares.

Compliance with SEBI ICDR Regulations

The Company shall comply with all disclosure and accounting norms as specified by SEBI from time to time.

Rights of the Equity Shareholder

Subject to applicable laws, the equity shareholders shall have the following rights:

- Right to receive dividend, if declared;
- Right to attend general meetings and exercise voting powers, unless prohibited by law;
- Right to vote on a poll either in person or by proxy;
- Right to receive offers for rights shares and be allotted bonus shares, if announced;

- Right to receive surplus on liquidation;

- Right of free transferability; and

- Such other rights, as may be available to a shareholder of a listed public company under the Companies Act, the terms of the listing agreement executed with the Stock Exchanges, and the Company's Memorandum and Articles.

For a detailed description of the main provisions of the Articles relating to voting rights, dividend, forfeiture and lien and/or consolidation/splitting, see "Main Provisions of the Articles of Association" on page 546.

Market Lot and Trading Lot

The Equity Shares shall be Allotted only in dematerialised form and the trading shall only be in dematerialised form. Since trading of the Equity Shares is in dematerialised form, the tradable lot is one Equity Share. Allotment in this Issue will be only in electronic form in multiples of one (1) Equity Share subject to a minimum Allotment of [●] Equity Shares.

The Price Band and the minimum Bid lot size for the Issue will be decided by the Company in consultation with the BRLMs and advertised in all editions of Financial Express, an English national daily newspaper, all editions of Jansatta, a Hindi national daily newspaper and the Bangalore edition Samyukta Karnataka, a Kannada newspaper, each with wide circulation at least two Working Days prior to the Bid/Issue Opening Date.

Nomination Facility to Investor

The sole or First Bidder, along with other joint Bidders, may nominate any one person in whom, in the event of the death of sole Bidder or in case of joint Bidders, death of all the Bidders, as the case may be, the Equity Shares Allotted, if any, shall vest. A person, being a nominee, entitled to the Equity Shares by reason of the death of the original holder(s), shall be entitled to the same advantages to which he or she would be entitled if he or she were the registered holder of the Equity Share(s). Where the nominee is a minor, the holder(s) may make a nomination to appoint, in the prescribed manner, any person to become entitled to Equity Share(s) in the event of his or her death during the minority. A nomination shall stand rescinded upon a sale/transfer/alienation of equity share(s) by the person nominating. A buyer will be entitled to make a fresh nomination in the manner prescribed. Fresh nomination can be made only on the prescribed form available on request at the Registered Office or to the Registrar.

Further, any Person who becomes a nominee shall, upon the production of such evidence as may be required by the Board, elect either:

- To register himself or herself as the holder of the Equity Shares; or

- To make such transfer of the Equity Shares, as the deceased holder could have made.

Further, the Board may at any time give notice requiring any nominee to choose either to be registered himself or herself or to transfer the Equity Shares, and if the notice is not complied with within a period of 90 days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the Equity Shares, until the requirements of the notice have been complied with.

Since the Allotment of Equity Shares in the Issue will be made only in dematerialised form, there is no need to make a separate nomination with the Company. Nominations registered with respective depository participants of the applicant would prevail. If the investors want to change their nomination, they are requested to inform their respective depository participants.

Minimum Subscription

If the Company does not receive the minimum subscription of 90% of the Net Issue, including devolvement of underwriters within 60 days from the Bid/Issue Closing Date, the Company shall

forthwith refund the entire subscription amount received. If there is a delay beyond eight days after the Company becomes liable to pay the amount, the Company shall pay interest prescribed under Section 73 of the Companies Act.

If at least 60% of the Issue cannot be Allotted to QIBs, then the entire application money will be refunded forthwith.

Further, the Company shall ensure that the number of prospective Allotees to whom Equity Shares will be Allotted shall not be less than 1,000.

Jurisdiction

Exclusive jurisdiction for the purpose of this Issue is with the competent courts/authorities in Bangalore.

The Equity Shares have not been and will not be registered under the US Securities Act of 1933 (the "Securities Act") or any state securities laws in the United States and may not be offered or sold within the United States or to, or for the account or benefit of, "U.S. persons" (as defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Equity Shares are only being offered and sold (i) in the United States to "qualified institutional buyers", as defined in Rule 144A of the Securities Act, in reliance on Rule 144A under the Securities Act, and (ii) outside the United States to certain persons in offshore transactions in compliance with Regulation S under the Securities Act.

The Equity Shares have not been and will not be registered, listed or otherwise qualified in any other jurisdiction outside India and may not be offered or sold, and Bids may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction.

Arrangement for disposal of Odd Lots

There is no arrangement for the disposal of odd lots.

Restriction on transfer of shares

Except for lock-in of the pre-Issue Equity Shares and Promoters' minimum contribution in the Issue as detailed in "Capital Structure" on page 34, and except as provided in the Articles, there are no restrictions on transfers of Equity Shares. There are no restrictions on transfers of debentures except as provided in the Articles. There are no restrictions on transmission of shares/ debentures and on their consolidation/ splitting except as provided in the Articles. See "Main Provisions of the Articles of Association" on page 546.

ISSUE STRUCTURE

Issue of [●] Equity Shares for cash at a price of Rs. [●] per Equity Share (including share premium of Rs. [●] per Equity Share) aggregating up to Rs. 12,000 million. The Issue comprises a Net Issue of up to [●] Equity Shares to the public and a reservation for Eligible Employees of up to [●] Equity Shares. The Issue will constitute [●]% of the post-issue paid-up capital of the Company and the Net Issue will constitute [●]% of the post issue paid up capital of the company.

The Issue is being made through the 100% Book Building Process.

	QIBs[#]	Non-Institutional Bidders	Retail Individual Bidders	Employee Reservation Portion
Number of Equity Shares*	At least [●] Equity Shares	Not less than [●] Equity Shares available for allocation or Net Issue less allocation to QIB Bidders and Retail Individual Bidders.	Not less than [●] Equity Shares available for allocation or Net Issue less allocation to QIB Bidders and Non-Institutional Bidders.	Up to [●] Equity Shares.
Percentage of Issue Size available for Allotment/allocation	At least 60% of the Net Issue Size being allocated. However, up to 5% of the QIB Portion (excluding the Anchor Investor Portion) shall be available for allocation proportionately to Mutual Funds only. The unsubscribed portion in the Mutual Fund reservation will be available to QIBs.	Not less than 10% of Net Issue or the Issue less allocation to QIB Bidders and Retail Individual Bidders.	Not less than 30% of the Net Issue or the Issue less allocation to QIB Bidders and Non-Institutional Bidders.	Up to [●]% of the Issue
Basis of Allotment/Allocation if respective category is oversubscribed	Proportionate as follows: (a) [●] Equity Shares shall be allocated on a proportionate basis to Mutual Funds; and (b) [●] Equity Shares shall be Allotted on a proportionate basis to all QIBs including Mutual Funds receiving allocation as per (a) above.	Proportionate	Proportionate	Proportionate
Minimum Bid	Such number of Equity Shares that the Bid Amount exceeds Rs. 100,000 and in multiples of [●] Equity Shares thereafter.	Such number of Equity Shares that the Bid Amount exceeds Rs. 100,000 and in multiples of [●] Equity Shares thereafter.	[●] Equity Shares	[●] Equity Shares
Maximum Bid	Such number of Equity Shares not exceeding the Net Issue, subject to applicable limits.	Such number of Equity Shares not exceeding the Net Issue subject to applicable limits.	Such number of Equity Shares whereby the Bid Amount does not exceed Rs. 100,000.	Such number of Equity Shares not exceeding the Issue subject to applicable limits.
Mode of Allotment	Compulsorily in dematerialised form.	Compulsorily in dematerialised form.	Compulsorily in dematerialised form.	Compulsorily in dematerialised form.

	QIBs[#]	Non-Institutional Bidders	Retail Individual Bidders	Employee Reservation Portion
Bid Lot	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.
Allotment Lot	A minimum of [●] Equity Shares and in multiples of one Equity Share thereafter.	A minimum of [●] Equity Shares and in multiples of one Equity Share thereafter.	[●] Equity Shares and in multiples of one Equity Share thereafter.	[●] Equity Shares and in multiples of one Equity Share thereafter.
Trading Lot	One Equity Share	One Equity Share	One Equity Share	One Equity Share
Who can Apply **	Public financial institutions as specified in Section 4A of the Companies Act, scheduled commercial banks, mutual funds registered with SEBI, FIIs and sub-accounts registered with SEBI, other than a sub-account which is a foreign corporate or foreign individual, venture capital funds registered with SEBI, state industrial development corporations, insurance companies registered with Insurance Regulatory and Development Authority, provident funds (subject to applicable law) with minimum corpus of Rs. 250 million, pension funds with minimum corpus of Rs. 250 million in accordance with applicable law, National Investment Fund and insurance funds set up and managed by the army, navy or air force of the Union of India.	Resident Indian individuals, Eligible NRIs, HUF (in the name of Karta), companies, corporate bodies, scientific institutions societies and trusts, sub-accounts of FIIs registered with SEBI, which are foreign corporates or foreign individuals.	Resident Indian individuals, Eligible NRIs and HUF (in the name of Karta)	Eligible Employee
Terms of Payment	Amount shall be payable at the time of submission of Bid cum Application Form to the Syndicate Member. (including for Anchor Investors)[***]	Amount shall be payable at the time of submission of Bid cum Application Form.	Amount shall be payable at the time of submission of Bid cum Application Form.[##]	Amount shall be payable at the time of submission of Bid cum Application Form.
Margin Amount	Full Bid Amount on Bidding	Full Bid Amount on Bidding	Full Bid Amount on Bidding	Full Bid Amount on Bidding

[#] *The Company may allocate up to 30% of the QIB Portion to Anchor Investors on a discretionary basis. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is being done to Anchor Investors. For further details, see "Issue Procedure" on page 500.The Bid must be for a minimum of such number of Equity Shares such that the Bid amount exceeds Rs. 100 million.*

In case of ASBA Bidders, the SCSB shall be authorised to block such funds in the bank account of the ASBA Bidder that are specified in the ASBA Bid cum Application Form.

* *Subject to valid Bids being received at or above the Issue Price, in accordance with the proviso to Rule 19(2)(b) (ii) of the SCRR, this being an Issue for less than 25% of the post–Issue capital, the Issue is being made through the 100% Book Building Process wherein at least 60% of the Net Issue will be allocated on a proportionate basis to QIBs, out of the QIB Portion (excluding the Anchor Investor Portion), 5% shall be available for allocation on a proportionate basis to Mutual Funds only. The remainder shall be available for allocation on a proportionate basis to QIBs and Mutual Funds, subject to valid Bids being received from them at or above the Issue Price. If at least 60% of the Issue cannot be Allotted to QIBs, then the entire application money will be refunded forthwith. However, if the aggregate demand from Mutual Funds is less than [●] Equity Shares, the balance Equity Shares available for Allotment in the Mutual Fund Portion will be added to the QIB Portion and allocated proportionately to the QIB Bidders in proportion to their Bids. Further, not less than 10% of the Net Issue will be available for allocation on a proportionate basis to Non-Institutional Bidders and not less than 30% of the Net Issue will be available for allocation on a proportionate basis to Retail Individual Bidders, subject to valid Bids being received at or above the Issue Price.*

Under-subscription, if any, in any category except in the QIB category would be met with spill-over from other categories at sole discretion of the Company, in consultation with the BRLMs.

Under subscription, if any, in the Employee Reservation Portion will be added back to the Net Issue. The unsubscribed portion in the Net Issue, except the QIB Portion, shall be allowed to be met from spill over to the extent of under subscription from the Employee Reservation Portion, subject to the Net Issue constituting 10% of the post Issue capital of the Company. If at least 60% of the Net Issue is not Allotted to the QIBs, the entire subscription monies shall be refunded.

** *In case the Bid cum Application Form is submitted in joint names, the Bidders should ensure that the demat account is also held in the same joint names and are in the same sequence in which they appear in the Bid cum Application Form.*

*** *Bid Amount shall be payable by the Anchor Investors at the time of submission of the Bid cum Application Forms. The balance, if any, shall be paid within the two Working Days of the Bid/Issue Closing Date.*

Withdrawal of the Issue

The Company, in consultation with the BRLMs, reserves the right not to proceed with the Issue anytime after the Bid/Issue Opening Date but before the Allotment of Equity Shares. In such an event the Company would issue a public notice in the newspapers, in which the pre-Issue advertisements were published, within two days of the Bid/ Issue Closing Date, providing reasons for not proceeding with the Issue. The BRLM, through the Registrar to the Issue, shall notify the SCSBs to unblock the bank accounts of the ASBA Bidders within one day from the day of receipt of such notification. The Company shall also inform the same to Stock Exchanges on which the Equity Shares are proposed to be listed. Notwithstanding the foregoing, the Issue is also subject to obtaining (i) the final listing and trading approvals of the Stock Exchanges, for which the Company shall apply only after Allotment, and (ii) final RoC approval of the Prospectus after it is filed with the Stock Exchanges.

Any further issue of Equity Shares by the Company shall be in compliance with applicable laws.

Bid/ Issue Programme

BID/ISSUE OPENS ON	**October 12, 2010***
BID/ISSUE CLOSES ON	**October 14, 2010**

* *The Company may consider participation by Anchor Investors. The Anchor Investor Bid/ Issue Period shall be one day prior to the Bid/ Issue Opening Date.*

Bids and any revision in Bids shall be accepted only between **10 a.m.** and **3 p.m.** (Indian Standard Time) during the Bidding/ Issue Period as mentioned above at the bidding centres mentioned on the Bid cum Application Form. On the Bid / Issue Closing Date, the Bids (excluding the ASBA Bidders) shall be uploaded until (i) 4.00 p.m. in case of Bids by QIB Bidders, Non-Institutional Bidders and Eligible Employees bidding under the Employee Reservation Portion where the Bid Amount is in excess of Rs. 100,000 and (ii) until 5.00 p.m. or such extended time as permitted by the NSE and the BSE, in case of Bids by Retail Individual Bidders and Employees bidding under the Employee Reservation Portion, where the Bid Amount is up to Rs. 100,000. It is clarified that the Bids not uploaded in the book would be rejected. Bids by the ASBA Bidders shall be uploaded by the SCSB in the electronic system to be provided by the NSE and the BSE. Due to limitation of time available for uploading the Bids on the Bid Closing Date, the Bidders are advised to submit their Bids one day prior to the Bid Closing Date and, in any case, no later than 3.00 p.m. (Indian Standard Time) on the Bid Closing Date. Bidders are cautioned that in the event a large number of Bids are received on the Bid

Closing Date, as is typically experienced in IPOs, which may lead to some Bids not being uploaded due to lack of sufficient time to upload, such Bids that cannot be uploaded will not be considered for allocation in the Issue. If such Bids are not uploaded, the Company, the BRLMs, and the Syndicate Member shall not be responsible. Bids will be accepted only on Business Days, i.e. Monday to Friday (excluding any public holiday).

In case of discrepancy in the data entered in the electronic book vis-à-vis the data contained in the physical Bid cum Application Form, for a particular Bidder, the details as per the physical Bid cum Application Form of the Bidder may be taken as the final data for the purpose of Allotment. In case of discrepancy in the data entered in the electronic book vis-à-vis the data contained in the physical or electronic Bid cum Application Form, for a particular ASBA Bidder, the Registrar to the Issue shall ask for rectified data from the SCSB.

Due to limitation of time available for uploading the Bids on the Bid/Issue Closing Date, the Bidders are advised to submit their Bids one day prior to the Bid/Issue Closing Date and, in any case, no later than the times mentioned above on the Bid/Issue Closing Date. All times mentioned in the Red Herring Prospectus is Indian Standard Time. Bidders are cautioned that in the event a large number of Bids are received on the Bid/Issue Closing Date, as is typically experienced in public offerings, some Bids may not get uploaded due to lack of sufficient time. Such Bids that cannot be uploaded will not be considered for allocation under the Issue. If such bids are not uploaded, the Issuer, BRLMs and Syndicate member will not be responsible. Bids will be accepted only on Business Days, i.e., Monday to Friday (excluding any public holiday).

On the Bid/Issue Closing Date, extension of time will be granted by the Stock Exchanges only for uploading the Bids received by Retail Individual Bidders after taking into account the total number of Bids received up to the closure of time period for acceptance of Bid cum Application Forms as stated herein and reported by the BRLMs to the Stock Exchange within half an hour of such closure.

The Company, in consultation with the BRLMs, reserves the right to revise the Price Band during the Bid/ Issue Period in accordance with the SEBI ICDR Regulations, provided that the Cap Price shall be less than or equal to 120% of the Floor Price and the Floor Price shall not be less than the face value of the Equity Shares. The revision in Price Band shall not exceed 20% on the either side i.e. the floor price can move up or down to the extent of 20% of the floor price disclosed at least two Working Days prior to the Bid/ Issue Opening Date and the Cap Price will be revised accordingly.

In case of revision of the Price Band, the Issue Period will be extended for three additional Working Days after revision of Price Band subject to the Bid/Issue Period not exceeding 10 Working Days. Any revision in the Price Band and the revised Bid/Issue Period, if applicable, will be widely disseminated by notification to the BSE and the NSE, by issuing a press release and also by indicating the changes on the web site of the BRLMs and at the terminals of the Syndicate.

ISSUE PROCEDURE

Book Building Procedure

In terms of to the proviso to Rule 19(2) (b) (ii) of the SCRR, this being an Issue for less than 25% of the post Issue share capital, the Issue is being made through the 100% Book Building Process wherein at least 60% of the Net Issue shall be allocated to QIBs on a proportionate basis. Out of the QIB Portion (excluding Anchor Investor Portion), 5% shall be available for allocation on a proportionate basis to Mutual Funds only. The remainder shall be available for allocation on a proportionate basis to QIBs and Mutual Funds, subject to valid bids being received from them at or above the Issue Price. If at least 60% of the Net Issue cannot be Allotted to QIBs, then the entire application money will be refunded forthwith. Further, not less than 10% of the Net Issue will be available for allocation on a proportionate basis to Non-Institutional Bidders and not less than 30% of the Net Issue will be available for allocation on a proportionate basis to Retail Individual Bidders, subject to valid Bids being received at or above the Issue Price. Allocation to Anchor Investors shall be on a discretionary basis and not on a proportionate basis.

Under-subscription, if any, in any category, except the QIB Portion, would be allowed to be met with spill-over from any other category or combination of categories at the discretion of the Company and the Selling Shareholders in consultation with the BRLMs and the Designated Stock Exchange.

All Bidders other than ASBA Bidders are required to submit their Bids through the Syndicate. In case of Employee Reservation Portion, Non-Institutional Bidders and Retail Individual Bidders, the Company would have a right to reject the Bids only on technical grounds. ASBA Bidders are required to submit their Bids to the SCSBs. Bids by QIBs shall be submitted only to the BRLMs, other than Bids by the QIBs through the ASBA process, who shall submit the Bids to the Designated Brach of the SCSBs.

Investors should note that the Equity Shares will be Allotted to all successful Bidders only in dematerialised form. The Bid cum Application Forms which do not have the details of the Bidders' depository account shall be treated as incomplete and rejected. Bidders will not have the option of being Allotted Equity Shares in physical form. The Equity Shares on Allotment shall be traded only in the dematerialised segment of the Stock Exchanges.

Bid cum Application Form

All Bidders except ASBA Bidders are required to submit their Bids through the Syndicate. Bidders shall only use the specified Bid cum Application Form bearing the stamp of a member of the Syndicate for the purpose of making a Bid in terms of this Red Herring Prospectus. The Bidder shall have the option to make a maximum of three Bids in the Bid cum Application Form and such options shall not be considered as multiple Bids. ASBA Bidders shall submit an ASBA Bid cum Application Form to the SCSB authorising blocking of funds that are available in the bank account specified in the ASBA Bid cum Application Form. Only QIBs can participate in the Anchor Investor Portion. On filing of the Prospectus with the RoC, the Bid cum Application Form shall be considered as the Application Form. Upon completing and submitting the Bid cum Application Form to a member of the Syndicate, the Bidder is deemed to have authorised the Company to make the necessary changes in the Red Herring Prospectus and the Bid cum Application Form as would be required for filing the Prospectus with the RoC and as would be required by RoC after such filing, without prior or subsequent notice of such changes to the Bidder.

ASBA Bidders shall submit an ASBA Bid cum Application Form either in physical or electronic form to the SCSB authorising blocking funds that are available in the bank account specified in the Bid cum Application Form used by ASBA Bidders. Upon the allocation of Equity Shares and filing of the Prospectus with the RoC, the ASBA Bid cum Application Form shall be considered as the Application Form. Upon completing and submitting the ASBA Bid cum Application Form to the SCSB, the ASBA Bidder is deemed to have authorised the Company to make the necessary changes in the Red Herring Prospectus and the ASBA as would be required for filing the Prospectus with the RoC and as would be required by RoC after such filing, without prior or subsequent notice of such changes to the ASBA

Bidder.

The prescribed colour of the Bid cum Application Form for the various categories is as follows:

Category	Colour of Bid cum Application Form
Resident Indians and Eligible NRIs applying on a non-repatriation basis excluding Anchor Investors	White
Eligible NRIs applying on a repatriation basis, or FIIs and their sub-accounts registered with SEBI other than a sub-account which is a foreign corporate or foreign individual applying on a repatriation basis	Blue
Eligible Employees	Pink
Resident ASBA Bidders	White
Non Resident ASBA Bidders	White
Anchor Investors*	White

**Bid cum Application forms for Anchor Investors have been made available at the offices of the BRLMs.*

- Only QIBs can participate in the Anchor Investor Portion.

- All Investors can participate by way of ASBA process.

Who can Bid?

- Persons eligible to invest under all applicable laws, rules, regulations and guidelines;
- Indian nationals resident in India, who are not minors, in single or joint names (not more than three);
- Hindu Undivided Families or HUFs, in the individual name of the *Karta*. The Bidder should specify that the Bid is being made in the name of the HUF in the Bid cum Application Form as follows: "Name of Sole or First bidder: XYZ Hindu Undivided Family applying through XYZ, where XYZ is the name of the *Karta*". Bids by HUFs would be considered at par with those from individuals;
- Companies, corporate bodies and societies registered under the applicable laws in India and authorised to invest in equity shares;
- Mutual Funds registered with SEBI;
- Eligible NRIs on a repatriation basis or on a non repatriation basis subject to applicable laws. NRIs other than eligible NRIs are not eligible to participate in this issue;
- Indian financial institutions, commercial banks (excluding foreign banks), regional rural banks, co-operative banks (subject to RBI regulations and the SEBI ICDR Regulations and other laws, as applicable);
- FIIs and sub-accounts registered with SEBI, other than a sub-account which is a foreign corporate or foreign individual;
- Venture Capital Funds registered with SEBI;
- State Industrial Development Corporations;
- Trusts/societies registered under the Societies Registration Act, 1860, as amended, or under any other law relating to trusts/societies and who are authorised under their respective constitutions to hold and invest in equity shares;
- Scientific and/or industrial research organisations authorised to invest in equity shares;
- Insurance Companies registered with Insurance Regulatory and Development Authority;
- Provident Funds with a minimum corpus of Rs. 250 million and who are authorised under their constitution to hold and invest in equity shares;
- Pension Funds with a minimum corpus of Rs. 250 million and who are authorised under their constitution to hold and invest in equity shares;
- National Investment Fund;
- Insurance funds set up and managed by army, navy or air force of the Union of India; and
- Eligible Employees.

Note: Non residents such as FVCIs, multilateral and bilateral development financial institutions are not permitted to participate in the Issue. As per the existing policy of the Government of India, OCBs cannot participate in this Issue.

Bids by Mutual Funds

An eligible Bid by a Mutual Fund shall first be considered for allocation proportionately in the Mutual Fund Portion. In the event that the demand is greater than [●] Equity Shares, allocation shall be made to Mutual Funds proportionately, to the extent of the Mutual Fund Portion. The remaining demand by the Mutual Funds shall, as part of the aggregate demand by QIBs, be available for allocation proportionately out of the remainder of the QIB Portion, after excluding the allocation in the Mutual Fund Portion.

One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is being done to other Anchor Investors.

In case of a Mutual Fund, a separate Bid can be made in respect of each scheme of the Mutual Fund registered with SEBI and such Bids in respect of more than one scheme of the Mutual Fund will not be treated as multiple Bids provided that the Bids clearly indicate the scheme concerned for which the Bid has been made.

No Mutual Fund scheme shall invest more than 10% of its net asset value in the equity shares or equity related instruments of any single company provided that the limit of 10% shall not be applicable for investments in index funds or sector or industry specific funds. No Mutual Fund under all its schemes should own more than 10% of any company's paid-up share capital carrying voting rights.

Bids by Eligible NRIs

1. Bid cum Application Forms have been made available for Eligible NRIs at the Registered Office of the Company and with members of the Syndicate.

2. Eligible NRIs should note that only such applications as are accompanied by payment in free foreign exchange shall be considered for Allotment. Eligible NRIs who intend to make payment through Non-Resident Ordinary (NRO) accounts should use the form meant for Resident Indians.

Bids by FIIs

As per the current regulations, the following restrictions are applicable for investments by FIIs:

The issue of Equity Shares to a single FII should not exceed 10% of the post-issue issued capital of the Company (i.e. 10% of [●] Equity Shares). In respect of an FII investing in the Equity Shares of the Company on behalf of its sub-accounts, the investment on behalf of each sub-account shall not exceed 10% of the total issued capital of the Company or 5% of the total issued capital of the Company in case such sub-account is a foreign corporate or an individual. As of now, the aggregate FII holding in the Company cannot exceed 24% of its total issued capital. With the approval of the board and the shareholders by way of a special resolution, the aggregate FII holding can go up to 100%. Pursuant to a special resolution dated August 30, 2010 the shareholders of the Company have approved an increase in the aggregate FII holding in our Company up to 49%.

Subject to compliance with all applicable Indian laws, rules, regulations guidelines and approvals in terms of regulation 15A(1) of the Securities Exchange Board of India (Foreign Institutional Investors) Regulations 1995, as amended (the "**SEBI FII Regulations**"), an FII, as defined in the SEBI FII Regulations, or its sub-account may issue, deal or hold, off shore derivative instruments (defined under the SEBI FII Regulations as any instrument, by whatever name called, which is issued overseas by a foreign institutional investor against securities held by it that are listed or proposed to be listed on any recognised stock exchange in India, as its underlying) directly or indirectly, only in the event (i) such offshore derivative instruments are issued only to persons who are regulated by an appropriate regulatory authority; and (ii) such offshore derivative instruments are issued after compliance with 'know your client' norms. The FII or sub-account is also required to ensure that no further issue or transfer of any Offshore Derivative Instrument issued by it is made to any persons that are not

regulated by an appropriate foreign regulatory authority as defined under the SEBI FII Regulations. Associates and affiliates of the underwriters including the BRLMs and the Syndicate Member that are FIIs may issue offshore derivative instruments against Equity Shares Allotted to them in the Issue.

Bids by SEBI registered Venture Capital Funds

As per the current regulations, the following restrictions are applicable for SEBI Registered Venture Capital Funds:

The SEBI (Venture Capital Funds) Regulations, 1996 and SEBI (Foreign Venture Capital Investor) Regulations, 2000, *inter alia*, prescribe investment restrictions on venture capital funds anf foreign venture capital investors respectively registered with SEBI.

Accordingly, whilst the holding by any individual venture capital fund registered with SEBI in one company should not exceed 25% of the corpus of the venture capital fund. Further, Venture Capital Funds can invest only up to 33.33% of the investible funds by way of subscription to an initial public offer.

Pursuant to the SEBI FII Regulations, the shareholding of SEBI-registered VCF held in a company prior to making an initial public offering would be exempt from lock-in requirements only if the shares have been held by them for at least one year prior to the time of filing the draft prospectus with SEBI.

Participation by Associates/Affiliates of the BRLMs and Syndicate Member

Associates/affiliates of BRLMs and Syndicate Member may Bid and subscribe to Equity Shares in the Issue either in the QIB Portion or in the Non-Institutional Portion as may be applicable to such investors. Such bidding and subscription may be on their own account or on behalf of their clients. Allotment to all investors including associates/affiliates of BRLMs and Syndicate Member shall be on a proportionate basis.

However, the BRLMs and Syndicate Member shall not be entitled to subscribe to this Issue in any manner except towards fulfilling their underwriting obligation.

The above information is given for the benefit of the Bidders. The Bidders are advised to make their own enquiries about the limits/restrictions applicable to them. Our Company, its Directors and officers, its directors, affiliates, associates and their respective directors and officers and the BRLMs do not accept any responsibility for the completeness and accuracy of the information stated hereinabove. Our Company, its Directors and officers, it's directors, affiliates, associates and their respective directors and officers and the BRLMs are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that the number of Equity Shares Bid for do not exceed the applicable limits under laws or regulations.

Maximum and Minimum Bid Size

(a) **For Retail Individual Bidders:** The Bid must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Share thereafter, so as to ensure that the Bid Amount payable by the Bidder does not exceed Rs. 100,000. In case of revision of Bids, the Retail Individual Bidders have to ensure that the Bid Amount does not exceed Rs. 100,000. In case the Bid Amount is over Rs. 100,000 due to revision of the Bid or revision of the Price Band or on exercise of Cut-off option, the Bid would be considered for allocation under the Non-Institutional Portion. The Cut-off option is an option given only to the Retail Individual Bidders indicating their agreement to Bid and purchase at the final Issue Price as determined at the end of the Book Building Process.

(b) **For Other Bidders (Non-Institutional Bidders and QIBs, excluding Anchor Investors):** The Bid must be for a minimum of such number of Equity Shares such that the Bid Amount exceeds Rs. 100,000 and in multiples of [●] Equity Shares thereafter. A Bid cannot be submitted for more than the Issue Size. However, the maximum Bid by a QIB investor should

not exceed the investment limits prescribed for them by applicable laws. **A QIB Bidder cannot withdraw its Bid after the Bid/Issue Closing Date.**

In case of revision in Bids, the Non-Institutional Bidders, who are individuals, have to ensure that the Bid Amount is greater than Rs. 100,000 for being considered for allocation in the Non-Institutional Portion. In case the Bid Amount reduces to Rs. 100,000 or less due to a revision in Bids or revision of the Price Band, Bids by Non-Institutional Bidders who are eligible for allocation in the Retail Portion would be considered for allocation under the Retail Portion. Non-Institutional Bidders and QIBs are not allowed to Bid at 'Cut-off'.

(c) **For Bidders in the Employee Reservation Portion:** The Bid must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter. The maximum Bid in this category cannot exceed [●] Equity Shares.

(d) **For Bidders in the Anchor Investor Portion:** The Bid must be for a minimum of such number of Equity Shares such that the Bid Amount exceeds Rs. 100 million and in multiples of [●] Equity Shares thereafter. Bids by Anchor Investors under the Anchor Investor Portion and the QIB Portion shall not be considered as multiple Bids. A Bid cannot be submitted for more than 30% of the QIB Portion. **Anchor Investors cannot withdraw their Bids after the Anchor Investor Bid/ Issue Period.**

Bidders are advised to ensure that any single Bid from them does not exceed the investment limits or maximum number of Equity Shares that can be held by them under applicable law or regulation or as specified in this Red Herring Prospectus.

Information for the Bidders:

(a) The Company will file the Red Herring Prospectus with the RoC at least three days before the Bid/Issue Opening Date.

(b) The Company may decide to close Bidding by QIBs one day prior to the Bid/Issue Closing Date provided that Bidding shall be kept open for a minimum of three days for all categories of Bidders. The Company's decision to close Bidding by QIBs one day prior to the Bid/Issue Closing Date shall be disclosed in the Red Herring Prospectus to be filed with the RoC.

(c) The members of the Syndicate will circulate copies of the Red Herring Prospectus along with the Bid cum Application Form to potential investors. The SCSBs shall ensure that the abridged prospectus is made available on their websites.

(d) Any Bidder (who is eligible to invest in the Equity Shares of the Company) who would like to obtain the Red Herring Prospectus and/ or the Bid cum Application Form can obtain the same from the Registered Office of the Company or from any of the members of the Syndicate.

(e) Eligible Bidders who are interested in subscribing for the Equity Shares should approach any of the BRLMs or Syndicate Member or their authorised agent(s) to register their Bids. Bidders who wish to use the ASBA process should approach the Designated Branches of the SCSBs to register their Bids.

(f) The Bids should be submitted on the prescribed Bid cum Application Form only. Bid cum Application Forms should bear the stamp of the members of the Syndicate. Bid cum Application Forms, which do not bear the stamp of the members of the Syndicate will be rejected. Bids by ASBA Bidders shall be accepted by the Designated Branches of the SCSBs in accordance with the SEBI Regulations and any circulars issued by SEBI in this regard. Bidders applying through the ASBA process also have an option to submit the ASBA Bid cum Application Form in electronic form.

Bidders should note that in case the PAN, the DP ID and Client ID mentioned in the Bid cum Application form and entered into the electronic bidding system of the Stock Exchanges by the Syndicate Member do not match with PAN, the DP ID and Client ID available in the depository

database, the Bid cum Application form is liable to be rejected.

Method and Process of Bidding

(a) The Company and the BRLMs shall declare the Bid/Issue Opening Date, Bid/Issue Closing Date in the Red Herring Prospectus to be registered with the RoC and also publish the same in two national newspapers (one each in English and Hindi) and in one Kannada newspaper with wide circulation. This advertisement shall be in the prescribed format.

(b) The BRLMs shall accept Bids from the Anchor Investors on the Anchor Investor Bid Date, i.e. one day prior to the Bid Opening Date. Investors, except Anchor Investors who are interested in subscribing to the Equity Shares should approach any of the members of the Syndicate or their authorised agents to register their Bids, during the Bidding Period. The Members of the Syndicate shall accept Bids from the all the other Bidders and shall have the right to vet the Bids, during the Bidding Period in accordance with the terms of the Syndicate Agreement and Red Herring Prospectus.

(c) The Bid/Issue Period shall be for a minimum of three working days and shall not exceed 10 working days. The Bid/ Issue Period maybe extended, if required, by an additional three working days, subject to the total Bid/Issue Period not exceeding 10 working days. Any revision in the Price Band and the revised Bid/ Issue Period, if applicable, will be published in two national newspapers (one each in English and Hindi) and one Kannada newspaper with wide circulation and also by indicating the change on the websites of the BRLMs and at the terminals of the members of the Syndicate.

(d) During the Bid/Issue Period, eligible investors who are interested in subscribing for the Equity Shares should approach the members of the Syndicate or their authorised agents to register their Bid.

(e) Each Bid cum Application Form will give the Bidder the choice to bid for up to three optional prices (for details refer to the paragraph titled "Bids at Different Price Levels" below) within the Price Band and specify the demand (i.e., the number of Equity Shares Bid for) in each option. The price and demand options submitted by the Bidder in the Bid cum Application Form will be treated as optional demands from the Bidder and will not be cumulated. After determination of the Issue Price, the maximum number of Equity Shares Bid for by a Bidder at or above the Issue Price will be considered for allocation/Allotment and the rest of the Bid(s), irrespective of the Bid Price, will become automatically invalid.

(f) The Bidder cannot bid on another Bid cum Application Form after Bids on one Bid cum Application Form have been submitted to any member of the Syndicate. Submission of a second Bid cum Application Form to either the same or to another member of the Syndicate will be treated as multiple Bids and is liable to be rejected either before entering the Bid into the electronic bidding system, or at any point of time prior to the allocation or Allotment of Equity Shares in this Issue. However, the Bidder can revise the Bid through the Revision Form, the procedure for which is detailed under the paragraph titled "Build up of the Book and Revision of Bids".

(g) The members of the Syndicate will enter each Bid option into the electronic bidding system as a separate Bid and generate a Transaction Registration Slip, ("TRS"), for each price and demand option and give the same to the Bidder. Therefore, a Bidder can receive up to three TRSs for each Bid cum Application Form.

(h) During the Bid/Issue Period, Bidders may approach the members of the Syndicate to submit their Bid. Every member of the Syndicate shall accept Bids from all clients / investors who place orders through them and shall have the right to vet the Bids, subject to the terms of the Syndicate Agreement and the Red Herring Prospectus.

(i) The BRLMs shall accept Bids from the Anchor Investors during the Anchor Investor Bid/ Issue Period i.e. one Working Day prior to the Bid/ Issue Opening Date. Bids by QIBs under the Anchor Investor Portion and the QIB Portion shall not be considered as multiple Bids.

(j) Along with the Bid cum Application Form, all Bidders will make payment in the manner described under the paragraph titled "Terms of Payment and Payment into the Escrow Accounts" on page 507.

Bids at Different Price Levels and Revision of Bids

(a) The Price Band has been fixed at Rs. [●] to Rs. [●] per Equity Share of Rs. 10 each, Rs. [●] being the Floor Price and Rs. [●] being the Cap Price.

(b) The Bidders can bid at any price within the Price Band, in multiples of Re.1 (One).

(c) The Company, in consultation with the BRLMs, reserves the right to revise the Price Band during the Bidding/ Issue Period, provided that the Cap Price shall be less than or equal to 120% of the Floor Price and the Floor Price shall not be less than the face value of the Equity Shares. The revision in Price Band shall not exceed 20% on the either side i.e. the floor price can move up or down to the extent of 20% of the floor price disclosed at least two (2) days prior to the Bid/ Issue Opening Date and the Cap Price will be revised accordingly.

(d) In case of revision in the Price Band, the Bid/Issue Period will be extended for three additional days after revision of Price Band subject to a maximum of 10 working days. Any revision in the Price Band and the revised Bid/Issue Period, if applicable, will be widely disseminated by notification to the BSE and the NSE, by issuing a public notice in two national newspapers (one each in English and Hindi) and also by indicating the change on the websites of the BRLMs, SCSBs and at the terminals of the members of the Syndicate.

(e) The Company, in consultation with the BRLMs can finalise the Issue Price within the Price Band in accordance with this clause, without the prior approval of, or intimation, to the Bidders.

(f) The Company, in consultation with the BRLMs, can finalise the Anchor Investor Issue Price within the Price Band in accordance with this clause, without the prior approval of, or intimation, to the Anchor Investors.

(d) The Bidders can bid at any price within the Price Band. The Bidder has to bid for the desired number of Equity Shares at a specific price. Retail Individual Bidders and Bidders in the Employee Reservation Portion may bid at the Cut-off Price. However, bidding at Cut-off Price is prohibited for QIB and Non-Institutional Bidders and such Bids from QIB and Non-Institutional Bidders shall be rejected.

(e) Retail Individual Bidders and Bidders in Employee Reservation Portion, who Bid at Cut-off Price agree that they shall purchase the Equity Shares at any price within the Price Band. Retail Individual Bidders and Bidders in Employee Reservation Portion bidding at Cut-Off Price shall submit the Bid cum Application Form along with a cheque/demand draft for the Bid Amount based on the cap of the Price Band with the members of the Syndicate. In the event the Bid Amount is higher than the subscription amount payable by the Retail Individual Bidders, who Bid at Cut-off Price, shall receive the refund of the excess amounts from the respective Refund Account.

(f) In case of an upward revision in the Price Band announced as above, the ASBA Bidders could either (i) revise their Bid or (ii) shall make additional payment based on the cap of the revised Price Band (such that the total amount i.e., original Bid Amount plus additional payment does not exceed Rs. 100,000 if the Bidder wants to continue to Bid at Cut-off Price), with the members of the Syndicate to whom the original Bid was submitted. In case the total amount (i.e., original Bid Amount plus additional payment) exceeds Rs. 100,000, the Bid will be considered for allocation under the Non-Institutional Portion in terms of this Red Herring Prospectus. If, however, the Bidder does not either revise the Bid or make additional payment and the Issue Price is higher than the cap of the Price Band prior to revision, the number of Equity Shares Bid for shall be adjusted downwards for the purpose of Allotment, such that no additional payment would be required from the Bidder and the Bidder is deemed to have

approved such revised Bid at Cut-off Price.

(g) In case of a downward revision in the Price Band, announced as above, Retail Individual Bidders, who have bid at Cut-off Price, could either revise their Bid or the excess amount paid at the time of bidding would be refunded from the Escrow Account. The Company, in consultation with the BRLMs, shall decide the minimum number of Equity Shares for each Bid to ensure that the minimum application value is within the range of Rs. 5,000 to Rs. 7,000.

Escrow mechanism, terms of payment and payment into the Escrow Accounts

For details of the escrow mechanism and payment instructions, see "Issue Procedure-Payment Instructions" on page 516.

Electronic Registration of Bids

(a) The members of the Syndicate will register the Bids using the on-line facilities of BSE and NSE. There will be at least one on-line connectivity in each city, where a stock exchange is located in India and where Bids are being accepted. The BRLMs, the Company and the Registrar are not responsible for any acts, mistakes or errors or omission and commissions in relation to, (i) the Bids accepted by the Syndicate Member and the SCSBs, (ii) the Bids uploaded by the Syndicate Member and the SCSBs, (iii) the Bids accepted but not uploaded by the Syndicate Member and the SCSBs or (iv) with respect to ASBA Bids, Bids accepted and uploaded without blocking funds in the ASBA Accounts. However, the members of the Syndicate and/or the SCSBs shall be responsible for any error in the Bid details uploaded by them. It shall be presumed that for Bids uploaded by the SCSBs, the Bid Amount has been blocked in the relevant ASBA Account.

(b) The BSE and NSE will offer an electronic facility for registering Bids for the Issue. This facility will be available on the terminals of the Members of the Syndicate and their authorised agents during the Bidding Period. Syndicate Member can also set up facilities for off-line electronic registration of Bids subject to the condition that they will subsequently upload the off-line data file into the on-line facilities for book building on a regular basis. On the Bid/ Issue Closing Date, the Members of the Syndicate shall upload the Bids till such time as may be permitted by the Stock Exchanges. This information will be available with the BRLMs on a regular basis.

(c) The aggregate demand and price for Bids registered on the electronic facilities of BSE and NSE will be uploaded on a regular basis, consolidated and displayed on-line at all bidding centres and the website of BSE and NSE. A graphical representation of consolidated demand and price would be made available at the bidding centres during the Bidding Period.

(d) At the time of registering each Bid, the members of the Syndicate shall enter the following details of the Bidder in the on-line system:

- IPO Name.
- Application number.
- Investor Category – Individual, Corporate, FII, NRI, Mutual Fund, etc.
- PAN.
- DP ID.
- Beneficiary account number of the Bidder.
- Numbers of Equity Shares Bid for.
- Bid price.
- Cheque details.
- Bid cum Application Form number.
- Whether Margin Amount has been paid upon submission of Bid cum Application Form.
- Depository Participant Identification Number and Client Identification Number of the beneficiary account of the Bidder.

(e) A system generated TRS will be given to the Bidder as a proof of the registration of each of the bidding options. It is the Bidder's responsibility to obtain the TRS from the members of the Syndicate. The registration of the Bid by the member of the Syndicate does not guarantee that the Equity Shares shall be allocated/Allotment either by the members of the Syndicate or the Company.

(f) Such TRS will be non-negotiable and by itself will not create any obligation of any kind.

(g) In case of QIB Bidders, Members of the Syndicate also have the right to accept the bid or reject it. However, such rejection should be made at the time of receiving the bid and only after assigning a reason for such rejection in writing. In case of Non-Institutional Bidders and Retail Individual Bidders, Bids would not be rejected except on the technical grounds listed on page 519. The members of the Syndicate may also reject Bids if all the information required is not provided and the Bid cum Application Form is incomplete in any respect. The SCSBs shall have no right to reject Bids, except on technical grounds.

(h) The permission given by BSE and NSE to use their network and software of the Online IPO system should not in any way be deemed or construed to mean that the compliance with various statutory and other requirements by the Company and/or the BRLMs are cleared or approved by BSE and NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the compliance with the statutory and other requirements nor does it take any responsibility for the financial or other soundness of the Company, its Promoters, management or any scheme or project of the Company.

(i) Details of Bids in the Anchor Investor Portion will not be registered on the on-line facilities of electronic facilities of BSE and NSE.

(j) It is also to be distinctly understood that the approval given by BSE and NSE should not in any way be deemed or construed that this Red Herring Prospectus has been cleared or approved by the BSE and NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Red Herring Prospectus; nor does it warrant that the Equity Shares will be listed or will continue to be listed on the BSE and NSE.

(k) Only Bids that are uploaded on the online IPO system of the NSE and BSE shall be considered for allocation/ Allotment. In case of discrepancy of data between the BSE or the NSE and the members of the Syndicate, the decision of the BRLMs based on the physical records of Bid Application Forms shall be final and binding on all concerned. Members of the Syndicate will be given up to one day after the Bid/Issue Closing Date to verify the DP ID and Client ID uploaded in the online IPO system during the Bid/Issue Period, after which the Registrar to the Issue shall proceed with the Allotment of Equity Shares.

Build up of the book and revision of bids

(a) Bids registered by various Bidders through the members of the Syndicate shall be electronically transmitted to the BSE or NSE mainframe on a regular basis.

(b) The book gets built up at various price levels. This information will be available with the BRLMs on a regular basis.

(c) During the Bidding/Issue Period, any Bidder who has registered his or her interest in the Equity Shares at a particular price level is free to revise his or her Bid within the Price Band using the printed Revision Form, which is a part of the Bid cum Application Form.

(d) Revisions can be made in both the desired number of Equity Shares and the Bid Amount (including the price per Equity Shares) by using the Revision Form. Apart from mentioning the revised options in the revision form, the Bidder must also mention the details of all the options in his or her Bid cum Application Form or earlier Revision Form. For example, if a Bidder has Bid for three options in the Bid cum Application Form and he is changing only one of the options in the Revision Form, he must still fill the details of the other two options that are not being revised, in the Revision Form. The members of the Syndicate will not accept

incomplete or inaccurate Revision Forms.

(e) The Bidder can make this revision any number of times during the Bidding Period. However, for any revision(s) in the Bid, the Bidders will have to use the services of the same member of the Syndicate through whom he or she had placed the original Bid. Bidders are advised to retain copies of the blank Revision Form and the revised Bid must be made only in such Revision Form or copies thereof.

(f) Any revision of the Bid shall be accompanied by payment in the form of cheque or demand draft for the incremental amount, if any, to be paid on account of the upward revision of the Bid. The excess amount, if any, resulting from downward revision of the Bid would be returned to the Bidder at the time of refund in accordance with the terms of this Red Herring Prospectus. In case of QIB Bidders, the members of the Syndicate shall collect the payment in the form of cheque or demand draft for the incremental amount in the QIB Margin Amount, if any, to be paid on account of the upward revision of the Bid at the time of one or more revisions by the QIB Bidders.

(g) When a Bidder revises his or her Bid, he or she shall surrender the earlier TRS and get a revised TRS from the members of the Syndicate. It is the responsibility of the Bidder to request for and obtain the revised TRS, which will act as proof of his or her having revised the previous Bid.

(h) Only Bids that are uploaded on the online IPO system of the NSE and BSE shall be considered for allocation/ Allotment. In case of discrepancy of data between the BSE or the NSE and the members of the Syndicate, the decision of the Company in consultation with the BRLMs based on the physical records of Bid Application Forms shall be final and binding on all concerned.

Price Discovery and Allocation

(a) After the Bid/Issue Closing Date, the BRLMs will analyse the demand generated at various price levels and discuss the pricing strategy with the Company.

(b) The Company in consultation with the BRLMs shall finalise the Issue Price.

(c) The allocation to QIBs will be at least 60% of the Net Issue and 15% and 35% of the Net Issue will be available for allocation to Non-Institutional and Retail Individual Bidders respectively, on a proportionate basis, in a manner specified in the SEBI ICDR Regulations and this Red Herring Prospectus, in consultation with the Designated Stock Exchange, subject to valid bids being received at or above the Issue Price.

(d) Under-subscription, if any, in any category, except the QIB Portion, would be allowed to be met with spill-over from any other category or combination of categories at the discretion of the Company in consultation with the BRLMs and the Designated Stock Exchange. Under subscription, if any, in the Employee Reservation Portion will be added back to the Net Issue. In case of under subscription in the Net Issue, spill over to the extent of under subscription shall be permitted from the Employee Reservation Portion subject to the Net Issue constituting 10% of the post Issue capital of the Company. If at least 60% of the Net Issue is not Allotted to the QIBs, the entire subscription monies shall be refunded.

(e) Allocation to Non-Residents, including Eligible NRIs and FIIs, applying on repatriation basis will be subject to applicable law, rules, regulations, guidelines and approvals.

(f) The BRLMs, in consultation with the Company, shall notify the members of the Syndicate of the Issue Price and allocations to their respective Bidders, where the full Bid Amount has not been collected from the Bidders.

(g) QIB Bidders shall not be allowed to withdraw their Bid after the Bid/Issue Closing Date.

(h) The Basis of Allotment shall be put on the website of the Registrar to the Issue.

Signing of Underwriting Agreement and RoC Filing

(a) The Company, the BRLMs and the Syndicate Member shall enter into an Underwriting Agreement on finalisation of the Issue Price.

(b) After signing the Underwriting Agreement, the Company would update and file the updated Red Herring Prospectus with ROC, which then would be termed 'Prospectus'. The Prospectus would have details of the Issue Price, Issue size, underwriting arrangements and would be complete in all material respects.

Filing of the Prospectus with the RoC

The Company will file a copy of the Prospectus with the RoC in terms of Section 56, Section 60 and Section 60B of the Companies Act.

Pre-Issue Advertisement

Subject to Section 66 of the Companies Act, the Company shall, after registering the Red Herring Prospectus with the ROC, publish a pre-Issue advertisement, in the form prescribed by the SEBI ICDR Regulations, in one widely circulated English language national daily newspaper; one widely circulated Hindi language national daily newspaper and one Kannada newspaper with wide circulation.

Advertisement regarding Issue Price and Prospectus

The Company will issue a statutory advertisement after the filing of the Prospectus with the RoC. This advertisement, in addition to the information that has to be set out in the statutory advertisement, shall indicate the Issue Price and the Anchor Investor Issue Price. Any material updates between the date of the Red Herring Prospectus and the date of Prospectus will be included in such statutory advertisement.

Issuance of Confirmation of Allocation Note ("CAN")

(a) Upon approval of the Basis of Allotment by the Designated Stock Exchange and on Allotment by the Board of Directors or any committee constituted thereof, the Registrar shall send to the members of the Syndicate a list of their Bidders who have been allocated/allotted Equity Shares in the Issue.

(b) The Registrar will then dispatch a CAN to their Bidders who have been Allotted Equity Shares in the Issue. The dispatch of a CAN shall be deemed a valid, binding and irrevocable contract for the Bidder.

(c) The Issuance of CAN is subject to "Notice to Anchor Investors - Allotment Reconciliation and Revised CANs" as set forth under "Issue Procedure" on page 500.

Notice to Anchor Investors: Allotment Reconciliation and Revised CANs

A physical book will be prepared by the Registrar on the basis of Bids uploaded on the BSE/NSE system. Based on the physical book and at the discretion of the BRLMs, select Anchor Investors may be sent a CAN within two Working Days of the Anchor Investor Bid Date, indicating the number of Equity Shares that may be allocated to them. This provisional CAN and the final allocation is subject to the physical application being valid in all respect along with receipt of stipulated documents, the Issue Price being finalised at a price not higher than the Anchor Investor Issue Price and Allotment by the Board of Directors. In the event that the Issue Price is higher than the Anchor Investor Issue Price, a revised CAN will be sent to Anchor Investors. The price of Equity Shares in such revised CAN shall be different from that specified in the earlier CAN. Anchor Investors should note that they may be required to pay additional amountsbeing the difference between the Issue Price and the Anchor Investor Issue Price, as indicated in the revised CAN within two Working Days after the Bid/ Issue Closing Date. Any revised CAN, if issued, will supersede in entirety the earlier CAN.

Designated Date and Allotment of Equity Shares

(a) The Company will ensure that (i) Allotment of Equity Shares and (ii) credit to the successful Bidders depository account will be completed within 12 Working Days of the Bid/Issue Closing Date.

(b) In accordance with the SEBI ICDR Regulations, Equity Shares will be issued and Allotment shall be made only in the dematerialised form to the Allottees.

(c) Allottees will have the option to re-materialise the Equity Shares so Allotted as per the provisions of the Companies Act and the Depositories Act.

Investors are advised to instruct their Depository Participant to accept the Equity Shares that may be allocated/ Allotted to them pursuant to this Issue.

GENERAL INSTRUCTIONS

Do's:

(a). Check if you are eligible to apply having regard to applicable laws, rules, regulations, guidelines and approvals and the terms of the Red Herring Prospectus;

(b). Ensure that you have Bid within the Price Band;

(c). Read all the instructions carefully and complete the Bid cum Application Form;

(d). Ensure that the details about Depository Participant and Beneficiary Account are correct as Allotment of Equity Shares will be in the dematerialised form only;

(e). Ensure that the Bids are submitted at the bidding centres only on forms bearing the stamp of a member of the Syndicate;

(f). Ensure that you have been given a TRS for all your Bid options;

(g). Submit revised Bids to the same member of the Syndicate through whom the original Bid was placed and obtain a revised TRS;

(h). Except for Bids submitted on behalf of the Central Government or the State Government and officials appointed by a court, all Bidders should mention their Permanent Account Number (PAN) allotted under the IT Act;

(i). Ensure that full Bid Amount is paid for the Bids submitted to the members of the Syndicate and funds equivalent to Bid Amount are blocked in case of Bids submitted through SCSBs;

(j). Ensure that you have funds equal to the Bid Amount in your bank account maintained with the SCSB before submitting the ASBA Bid cum Application Form to the respective Designated Branch of the SCSB;

(k). Ensure that the Demographic Details (as defined herein below) are updated, true and correct in all respects;

(l). Ensure that the name(s) given in the Bid cum Application Form is exactly the same as the name(s) in which the beneficiary account is held with the Depository Participant. In case the Bid cum Application Form is submitted in joint names, ensure that the beneficiary account is also held in same joint names and such names are in the same sequence in which they appear in the Bid cum Application Form.

Don'ts:

(a). Do not bid for lower than the minimum Bid size;

(b). Do not bid/ revise Bid price to less than the lower end of the Price Band or higher than the higher end of the Price Band;

(c). Do not bid on another Bid cum Application Form after you have submitted a Bid to the members of the Syndicate;

(d). Do not pay the Bid Price in cash, by money order or by postal order or by stockinvest;

(e). Do not send Bid cum Application Forms by post; instead submit the same to a member of the Syndicate only;

(f). Do not bid at Cut Off Price (for QIB Bidders and Non-Institutional Bidders, for bid amount in excess of Rs. 100,000 and for Bidders in Employee Reservation Portion bidding in excess of Rs. 100,000);

(g). Do not fill up the Bid cum Application Form such that the Equity Shares bid for exceeds the Issue Size and/ or investment limit or maximum number of Equity Shares that can be held under the applicable laws or regulations or maximum amount permissible under the applicable regulations or under the terms of this Red Herring Prospectus;

(h). Do not submit the GIR number instead of the PAN as the Bid is liable to be rejected on this ground.

Bids and Revisions of Bids

Bids and revisions of Bids must be:

(a) Made only in the prescribed Bid cum Application Form or Revision Form, as applicable (white colour for Resident Indians, blue colour for NRIs and FIIs applying on a repatriation basis, pink colour for Bidders under Employee Reservation portion, white for Anchor Investors ASBA Bidders).

(b) Completed in full, in BLOCK LETTERS in ENGLISH and in accordance with the instructions contained herein, in the Bid cum Application Form or in the Revision Form. Incomplete Bid cum Application Forms or Revision Forms are liable to be rejected. Bidders should note that the members of the Syndicate and / or the SCSBs, as appropriate, will not be liable for errors in data entry due to incomplete or illegible Bid cum Application Forms or Revision Forms.

(c) Information provided by the Bidders will be uploaded in the online IPO system by the members of the Syndicate and the SCSBs, as the case may be, and the electronic data will be used to make allocation/ Allotment. Please ensure that the details are correct and legible.

(d) For Retail Individual Bidders, the Bid must be for a minimum of [•] Equity Shares and in multiples of [•] thereafter subject to a maximum Bid Amount of Rs. 100,000.

(e) For Non-Institutional Bidders and QIB Bidders, Bids must be for a minimum of such number of Equity Shares that the Bid Amount exceeds or equal to Rs. 100,000 and in multiples of [•] Equity Shares thereafter. Bids cannot be made for more than the Issue. Bidders are advised to ensure that a single Bid from them should not exceed the investment limits or maximum number of shares that can be held by them under the applicable laws or regulations.

(f) For Anchor Investors, Bids must be for a minimum of such number of Equity Shares that the Bid Amount exceeds or equal to Rs. 100 million and in multiples of [•] Equity Shares thereafter.

(g) In single name or in joint names (not more than three, and in the same order as their Depository Participant details).

(h) Thumb impressions and signatures other than in the languages specified in the Eighth

Schedule to the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal.

Bidders should note that in case the PAN, the DP ID and Client ID mentioned in the Bid cum Application form and entered into the electronic bidding system of the Stock Exchanges by the Syndicate Members do not match with PAN, the DP ID and Client ID available in the depository database, the Bid cum Application form is liable to be rejected.

INSTRUCTIONS FOR COMPLETING THE BID CUM APPLICATION FORM

Bidders can obtain Bid cum Application Forms and/or Revision Forms from the members of the Syndicate.

Bidder's Depository Account and Bank Account Details

Bidders should note that on the basis of PAN of the Sole/First Bidder, Depository Participant's name, DP-ID and Beneficiary Account Number provided by them in the Bid cum Application Form, the Registrar to the Issue will obtain from the Depository the demographic details including category, age, address, Bidders bank account details, MICR code and occupation (hereinafter referred to as "Demographic Details"). These Bank Account details would be used for giving refunds allocation advice (including through physical refund warrants, direct credit, NECS, NEFT and RTGS) to the Bidders. Hence, Bidders are advised to immediately update their bank account details as appearing on the records of the Depository Participant. Please note that failure to do so could result in delays in despatch/ credit of refunds to Bidders at the Bidders sole risk and neither the BRLMs, our Company its Directors and officers, its directors, affiliates, associates and their respective directors and officers or the Registrar to the Issue or the Escrow Collection Banks or the SCSBs nor the Company shall have any responsibility and undertake any liability for the same. Hence, Bidders should carefully fill in their Depository Account details in the Bid cum Application Form.

IT IS MANDATORY FOR ALL THE BIDDERS TO GET THEIR EQUITY SHARES IN DEMATERIALISED FORM. ALL BIDDERS SHOULD MENTION THEIR DEPOSITORY PARTICIPANT'S NAME, DEPOSITORY PARTICIPANT IDENTIFICATION NUMBER AND BENEFICIARY ACCOUNT NUMBER IN THE BID CUM APPLICATION FORM. INVESTORS MUST ENSURE THAT THE NAME GIVEN IN THE BID CUM APPLICATION FORM IS EXACTLY THE SAME AS THE NAME IN WHICH THE DEPOSITORY ACCOUNT IS HELD. IN CASE THE BID CUM APPLICATION FORM IS SUBMITTED IN JOINT NAMES, IT SHOULD BE ENSURED THAT THE DEPOSITORY ACCOUNT IS ALSO HELD IN THE SAME JOINT NAMES AND ARE IN THE SAME SEQUENCE IN WHICH THEY APPEAR IN THE BID CUM APPLICATION FORM.

These Demographic Details would be used for all correspondence with the Bidders including mailing of the CANs/Allocation Advice and printing of Bank particulars on the refund orders or for refunds through electronic transfer of funds, as applicable. The Demographic Details given by Bidders in the Bid cum Application Form would not be used for any other purpose by the Registrar to the Issue.

By signing the Bid cum Application Form, the Bidder would be deemed to have authorised the depositories to provide, upon request, to the Registrar to the Issue, the required Demographic Details as available on its records.

Refund Orders/Allocation Advice/CANs would be mailed at the address of the Bidder as per the Demographic Details received from the Depositories. Bidders may note that delivery of refund orders/allocation advice/CANs may get delayed if the same once sent to the address obtained from the depositories are returned undelivered. In such an event, the address and other details given by the Bidder in the Bid cum Application Form would be used only to ensure dispatch of refund orders. Please note that any such delay shall be at the Bidders sole risk and neither the Company, its Directors and officers, its directors, affiliates, associates and their respective directors and officers, nor the Escrow Collection Banks nor the BRLMs shall be liable to compensate the Bidder for any losses caused to the Bidder due to any such delay or liable to pay any interest for such delay. In case of refunds through electronic modes as detailed in this Red

Herring Prospectus, Bidders may note that refunds may get delayed if bank particulars or the MICR code obtained from the Depository Participant are incorrect or incomplete.

In case no corresponding record is available with the Depositories, which matches the three parameters, namely, names of the Bidders (including the order of names of joint holders), the Depository Participant's identity (DP ID) and the beneficiary's identity, then such Bids are liable to be rejected.

The Company in its absolute discretion, reserves the right to permit the holder of the power of attorney to request the Registrar that for the purpose of printing particulars on the refund order and mailing of the refund order/CANs/allocation advice or refunds through electronic transfer of funds, the Demographic Details given on the Bid cum Application Form should be used (and not those obtained from the Depository of the Bidder). In such cases, the Registrar shall use Demographic Details as given in the Bid cum Application Form instead of those obtained from the depositories.

Bids by Non Residents including NRIs and FIIs registered with SEBI on a repatriation basis

Bids and revision to Bids must be made in the following manner:

1. On the Bid cum Application Form or the Revision Form, as applicable (blue in colour), and completed in full in BLOCK LETTERS in ENGLISH in accordance with the instructions contained therein.

2. In a single name or joint names (not more than three and in the same order as their Depositary Participant Details).

Bids by Eligible NRIs for a Bid Amount of up to Rs. 100,000 would be considered under the Retail Portion for the purposes of allocation and Bids for a Bid Amount of more than Rs. 100,000 would be considered under Non-Institutional Portion for the purposes of allocation.

Refunds, dividends and other distributions, if any, will be payable in Indian Rupees only and net of bank charges and / or commission. In case of Bidders who remit money through Indian Rupee drafts purchased abroad, such payments in Indian Rupees will be converted into US Dollars or any other freely convertible currency as may be permitted by the RBI at the rate of exchange prevailing at the time of remittance and will be dispatched by registered post or if the Bidders so desire, will be credited to their NRE accounts, details of which should be furnished in the space provided for this purpose in the Bid cum Application Form. The Company will not be responsible for loss, if any, incurred by the Bidder on account of conversion of foreign currency.

As per the existing policy of the Government of India, OCBs are not permitted to participate in the Issue.

There is no reservation for Eligible NRIs and FIIs and all applicants will be treated on the same basis with other categories for the purpose of allocation.

Bids by Eligible Employees

The Bid must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter. Bidders under the Employee Reservation Portion can apply for a maximum of the size of the Issue. The allotment in the Employee Reservation Portion will be on a proportionate basis. Bidders under the Employee Reservation Portion applying for a maximum Bid in any of the bidding options not exceeding Rs. 100,000 may bid-at Cut off Price.

Bids under Employee Reservation Portion by Eligible Employees shall be:

a) Made only in the prescribed Bid cum Application Form or Revision Form (i.e. Pink colour Form).

b) The Bid must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter. The maximum Bid in this category by an Eligible Employee cannot exceed the size of the Issue.

c) Eligible Employees should mention their Employee Number at the relevant place in the Bid cum Application Form

d) The sole/ first bidder should be Eligible Employees as defined above.

e) Only Eligible Employees would be eligible to apply in this Issue under the Employee Reservation Portion.

f) Bids by Eligible Employees will have to bid like any other Bidder. Only those bids, which are received at or above the Issue Price, would be considered for allocation under this category.

g) Eligible Employees who apply or bid for securities of or for a value of not more than Rs. 100,000 in any of the bidding options can apply at Cut-Off. This facility is not available to other Eligible Employees whose minimum Bid Amount exceeds Rs. 100,000.

h) Bid/ Application by Eligible Employees can be made also in the "Net Issue to the Public" and such bids shall not be treated as multiple bids.

i) If the aggregate demand in this category is less than or equal to [●] Equity Shares at or above the Issue Price, full allocation shall be made to the Eligible Employees to the extent of their demand.

j) Under-subscription, if any, in the Employee Reservation Portion will be added back to the Net Issue. In case of under-subscription in the Net Issue, spill over to the extent of under-subscription shall be permitted from the Employee Reservation Portion subject to the Net Issue constituting 10% of the post-Issue share capital of the Company.

k) If the aggregate demand in this category is greater than [●] Equity Shares at or above the Issue Price, the allocation shall be made on a proportionate basis. For the method of proportionate basis of allocation, refer to the paragraph "Basis of Allotment" on page 524.

Eligible Employees Bidding under the Employee Reservation Portion cannot subscribe to this Issue under the ASBA process.

Bids under Power of Attorney

In case of Bids made pursuant to a power of attorney or by limited companies, corporate bodies, registered societies, a certified copy of the power of attorney or the relevant resolution or authority, as the case may be, along with a certified copy of the Memorandum of Association and Articles of Association and/or bye laws must be lodged along with the Bid cum Application Form. Failing this, the Company reserves the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason therefore.

In case of Bids made pursuant to a power of attorney by FIIs, a certified copy of the power of attorney or the relevant resolution or authority, as the case may be, along with a certified copy of their SEBI registration certificate must be lodged along with the Bid cum Application Form. Failing this, the Company reserves the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason therefore.

In case of Bids made by insurance companies registered with the Insurance Regulatory and Development Authority, a certified copy of certificate of registration issued by Insurance Regulatory and Development Authority must be lodged along with the Bid cum Application Form. Failing this, the Company reserves the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason therefore.

In case of Bids made by provident funds with minimum corpus of Rs. 250 million (subject to applicable law) and pension funds with minimum corpus of Rs. 250 million, a certified copy of certificate from a chartered accountant certifying the corpus of the provident fund/ pension fund must be lodged along with the Bid cum Application Form. Failing this, the Company reserves the right to

accept or reject any Bid in whole or in part, in either case, without assigning any reason thereof.

The Company in its absolute discretion, reserves the right to relax the above condition of simultaneous lodging of the power of attorney along with the Bid cum Application form, subject to such terms and conditions that the Company and the BRLMs may deem fit.

PAYMENT INSTRUCTIONS

Escrow Mechanism for Bidders other than ASBA Bidders

The Company and the Members of the Syndicate shall open Escrow Accounts with one or more Escrow Collection Bank(s) in whose favour the Bidders shall make out the cheque or demand draft in respect of his or her Bid and/or revision of the Bid. Cheques or demand drafts received for the full Bid Amount from Bidders in a certain category would be deposited in the Escrow Account.

The Escrow Collection Banks will act in terms of the Red Herring Prospectus and the Escrow Agreement. The Escrow Collection Bank (s) for and on behalf of the Bidders shall maintain the monies in the Escrow Account until the Designated Date. The Escrow Collection Bank(s) shall not exercise any lien whatsoever over the monies deposited therein and shall hold the monies therein in trust for the Bidders. On the Designated Date, the Escrow Collection Bank(s) shall transfer the funds represented by allocation of Equity Shares (other than ASBA funds with the SCSBs) from the Escrow Account, as per the terms of the Escrow Agreement, into the Public Issue Account with the Banker(s) to the Issue. The balance amount after transfer to the Public Issue Account shall be transferred to the Refund Account. Payments of refund to the Bidders shall also be made from the Refund Account are per the terms of the Escrow Agreement and the Red Herring Prospectus.

The Bidders should note that the escrow mechanism is not prescribed by SEBI and has been established as an arrangement between the Company, the Members of the Syndicate, the Escrow Collection Bank(s) and the Registrar to the Issue to facilitate collections from the Bidders.

Each Bidder shall draw a cheque or demand draft or remit the funds electronically through the RTGS mechanism for the amount payable on the Bid and/or on allocation/Allotment as per the following terms:

Payment into Escrow Account(s) for Bidders other than ASBA Bidders

Each Bidder (other than ASBA Bidders) shall draw a cheque or demand draft or, for Anchor Investors, remit the funds electronically through the RTGS mechanism for the amount payable on the Bid and/or on allocation/Allotment as per the following terms:

1. All Bidders would be required to pay the full Bid Amount at the time of the submission of the Bid cum Application Form. 496.

2. All Bidders shall, with the submission of the Bid cum Application Form, draw a payment instrument for the Bid Amount in favour of the Escrow Account and submit the same to the members of the Syndicate.

3. The payment instruments for payment into the Escrow Account should be drawn in favour of:

    (a) In case of Resident QIB Bidders: "Escrow Account Prestige IPO QIB - R"

    (b) In case of Non- Resident QIB Bidders: "Escrow Account Prestige IPO QIB - NR"

    (c) In case of Resident Retail and Non-Institutional Bidders: "Escrow Account Prestige IPO Non QIB - R"

    (d) In case of Non-Resident Retail and Non-Institutional Bidders: "Escrow Account Prestige IPO Non QIB - NR"

(e) In case of Employees: "Escrow Account Prestige IPO Employee"

4. Anchor Investors would be required to pay the Bid Amount at the time of submission of the application form by the Anchor Investors. In the event of Issue Price being higher than the price at which allocation is made to Anchor Investors, the Anchor Investors shall be required to pay such additional amount to the extent of shortfall between the price at which allocation is made to them and the Issue Price within two Working Days of the Bid/Issue Closing Date. If the Issue Price is lower than the price at which allocation is made to Anchor Investors, the amount in excess of the Issue Price paid by Anchor Investors shall not be refunded to them.

5. For Resident Anchor Investors, the payment instruments for payment into the Escrow Account should be drawn in favour of:

(a) In case of resident Anchor Investors: "Escrow Account Prestige IPO Anchor Investor- R"

(b) In case of non-resident Anchor Investors: "In case of non-resident Anchor Investors: "Escrow Account Prestige IPO Anchor Investor - NR"

6. In case of Bids by NRIs applying on repatriation basis, the payments must be made through Indian Rupee drafts purchased abroad or cheques or bank drafts, for the amount payable on application remitted through normal banking channels or out of funds held in Non-Resident External (NRE) Accounts or Foreign Currency Non-Resident (FCNR) Accounts, maintained with banks authorised to deal in foreign exchange in India, along with documentary evidence in support of the remittance. Payment will not be accepted out of Non-Resident Ordinary (NRO) Account of Non-Resident Bidder bidding on a repatriation basis. Payment by drafts should be accompanied by bank certificate confirming that the draft has been issued by debiting to NRE Account or FCNR Account. In case of Bids by Eligible NRIs applying on non-repatriation basis, the payments must be made out of NRO account.

7. In case of Bids by NRIs applying on non-repatriation basis, the payments must be made through Indian Rupee Drafts purchased abroad or cheques or bank drafts, for the amount payable on application remitted through normal banking channels or out of funds held in Non-Resident External (NRE) Accounts or Foreign Currency Non-Resident (FCNR) Accounts, maintained with banks authorised to deal in foreign exchange in India, along with documentary evidence in support of the remittance or out of a Non-Resident Ordinary (NRO) Account of a Non-Resident Bidder bidding on a non-repatriation basis. Payment by drafts should be accompanied by a bank certificate confirming that the draft has been issued by debiting an NRE or FCNR or NRO Account.

8. In case of Bids by FIIs, the payment should be made out of funds held in a Special Rupee Account along with documentary evidence in support of the remittance. Payment by drafts should be accompanied by a bank certificate confirming that the draft has been issued by debiting the Special Rupee Account.

9. The monies deposited in the Escrow Account will be held for the benefit of the Bidders (except ASBA Bidders) till the Designated Date.

10. On the Designated Date, the Escrow Collection Banks shall transfer the funds from the Escrow Account as per the terms of the Escrow Agreement into the Public Issue Account with the Bankers to the Issue.

11. On the Designated Date and no later than 12 working days from the Bid/Issue Closing Date, all refund amounts payable to unsuccessful Bidders shall be dispatched and also the excess amount paid on Bidding, if any, after adjusting for allocation/Allotment to the Bidders.

12. Payments should be made by cheque, or demand draft drawn on any Bank (including a Co-operative Bank), which is situated at, and is a member of or sub-member of the bankers' clearing house located at the centre where the Bid cum Application Form is submitted. Outstation cheques/bank drafts drawn on banks not participating in the clearing process will

not be accepted and applications accompanied by such cheques or bank drafts are liable to be rejected. Cash/ Stockinvest/Money Orders/ Postal orders will not be accepted.

13. Except in case of ASBA Bids, Bidders are advised to mention the number of the Bid cum Application Form on the reverse of the cheque/demand draft to avoid misuse of instruments submitted along with the Bid cum Application Form.

Payment by cash/ stockinvest/ money order

Payment through cash/ stockinvest/ money order shall not be accepted in this Issue.

Submission of Bid cum Application Form

All Bid cum Application Forms or Revision Forms duly completed and accompanied by account payee cheques or drafts shall be submitted to the members of the Syndicate at the time of submission of the Bid.

No separate receipts shall be issued for the money payable on the submission of Bid cum Application Form or Revision Form. However, the collection centre of the members of the Syndicate will acknowledge the receipt of the Bid cum Application Forms or Revision Forms by stamping and returning to the Bidder the acknowledgement slip. This acknowledgement slip will serve as the duplicate of the Bid cum Application Form for the records of the Bidder.

OTHER INSTRUCTIONS

Joint Bids in the case of Individuals

Bids may be made in single or joint names (not more than three). In the case of joint Bids, all payments will be made out in favour of the Bidder whose name appears first in the Bid cum Application Form or Revision Form. All communications will be addressed to the First Bidder and will be dispatched to his or her address as per the Demographic Details received from the Depository.

Multiple Bids

A Bidder should submit only one Bid (and not more than one) for the total number of Equity Shares required. Two or more Bids will be deemed to be multiple Bids if the sole or First Bidder is one and the same.

In case of a mutual fund, a separate Bid can be made in respect of each scheme of the mutual fund registered with SEBI and such Bids in respect of more than one scheme of the mutual fund will not be treated as multiple Bids provided that the Bids clearly indicate the scheme concerned for which the Bid has been made. Eligible Employees can Bid in the Employee Reservation Portion and the Net Issue and such Bids shall not be considered as multiple Bids. Bids by QIBs under the Anchor Investor Portion and QIB Portion (excluding Anchor Investor Portion) will not be considered as multiple Bids.

The Company reserves the right to reject, in its absolute discretion, all or any multiple Bids in any or all categories. In this regard, the procedures which would be followed by the Registrar to the Issue to detect multiple applications are given below:

1. All applications will be checked for common PAN and will be accumulated and taken to a separate process file which would serve as a multiple master.

2. In this master, a check will be carried out for the same PAN. In cases where the PAN is different, the same will be deleted from this master.

3. The Registrar to the Issue will obtain, from the depositories, details of the applicant's address based on the DP ID and Beneficiary Account Number provided in the data and create an address master.

4. The addresses of all the applications in the multiple master will be strung from the address

master. This involves putting the addresses in a single line after deleting non-alpha and non-numeric characters i.e. commas, full stops, hash etc. Sometimes, the name, the first line of address and pin code will be converted into a string for each application received and a photo match will be carried out amongst all the applications processed. A print-out of the addresses will be taken to check for common names. The Bids with same name and same address will be treated as multiple Bids.

5. The applications will be scrutinized for DP ID and Beneficiary Account Numbers. In case applications bear the same DP ID and Beneficiary Account Numbers, these will be treated as multiple applications.

Permanent Account Number or PAN

Except for Bids on behalf of the Central or State Government and the officials appointed by the courts, the Bidders, or in the case of a Bid in joint names, each of the Bidders, should mention his/ her PAN allotted under the I.T. Act. In accordance with the SEBI ICDR Regulations, the PAN would be the sole identification number for participants transacting in the securities market, irrespective of the amount of transaction. **Any Bid cum Application Form without the PAN is liable to be rejected. It is to be specifically noted that Bidders should not submit the GIR number instead of the PAN as the Bid is liable to be rejected on this ground**. **With effect from August 16, 2010, the demat accounts of Bidders for which PAN details have not been verified shall be "suspended for credit" and no credit of Equity Shares pursuant to the Issue shall be made into accounts of such Bidders.**

REJECTION OF BIDS

In case of QIB Bidders, the Company in consultation with the BRLMs may reject Bids provided that the reasons for rejecting the same shall be provided to such Bidder in writing. In case of Non-Institutional Bidders, Retail Individual Bidders, the Company has a right to reject Bids based on technical grounds. Consequent refunds shall be made by RTGS/NEFT/NES/Direct Credit/cheque or pay order or draft and will be sent to the Bidder's address at the Bidder's risk.

Grounds for Technical Rejections

Bidders should note that incomplete Bid cum Application Forms and Bid cum Application Forms that are not legible will be rejected by the members of the Syndicate of the SCSBs. Bidders are advised to note that Bids are liable to be rejected *inter alia* on the following technical grounds either at the time of acceptance of Bid or prior to Allotment:

- Amount paid does not tally with the amount payable for the highest value of Equity Shares bid for;
- Age of First Bidder not given;
- In case of partnership firms, Equity Shares may be registered in the names of the individual partners and no firm as such shall be entitled to apply;
- Bid by persons not competent to contract under the Indian Contract Act, 1872 including minors, insane persons;
- PAN not mentioned in the Bid cum Application Form;
- GIR number furnished instead of PAN;
- Bids for lower number of Equity Shares than specified for that category of investors;
- Bids at a price less than the lower end of the Price Band;
- Bids at a price more than the higher end of the Price Band;
- Submission of more than five ASBA Bid cum Application Forms per bank account;

- With respect to ASBA Bids, inadequate funds in the bank account to block the Bid Amount specified in the ASBA Bid cum Application Form at the time of blocking such Bid Amount in the bank account;
- Bids at Cut Off Price by Non-Institutional and QIB Bidders.
- Bids for number of Equity Shares which are not in multiples of [•];
- Bids by OCBs;
- Bids by persons who are not eligible to acquire Equity Shares under any applicable law, rule, regulation, guideline or approval, inside India or outside India;
- Category not ticked;
- Multiple Bids as defined in this Red Herring Prospectus;
- In case of Bids under power of attorney or by limited companies, corporate, trust etc., relevant documents are not submitted;
- Bids accompanied by Stockinvest/money order/postal order/cash;
- Signature of sole and / or joint Bidders missing;
- Bid cum Application Forms does not have the stamp of the BRLMs or Syndicate Member;
- Bid cum Application Forms does not have Bidder's depository account details;
- Bid cum Application Forms are not delivered by the Bidders within the time prescribed as per the Bid cum Application Forms, Bid/Issue Opening Date advertisement and the Red Herring Prospectus and as per the instructions in the Red Herring Prospectus and the Bid cum Application Forms;
- In case no corresponding record is available with the Depositories that matches three parameters namely, names of the Bidders (including the order of names of joint holders), the Depositary Participant's identity (DP ID) and the beneficiary's account number;
- Bids for amounts greater than the maximum permissible amounts prescribed by the regulations;
- Bids not uploaded in the Book;
- Bids or revision thereof by QIB Bidders and Non – Institutional Bidders where the Bid amount is in excess of Rs. 100,000, uploaded after 3.00 p.m or any such time as prescribed by Stock Exchange on the Bid/Issue closing Date;
- Bids which do not comply with securities laws at their specific jurisdictions;
- Bids in respect where the Bid cum Application form do not reach the Registrar to the Issue prior to the finalisation of the Basis of Allotment;
- Bids where clear funds are not available in Escrow Accounts as per final certificate from the Escrow Collection Banks;
- Bids by QIBs not submitted through the BRLMs or their affiliates;
- Bids by QIBs not submitted through members of the Syndicate;

- Bids by any person outside India if not in compliance with applicable foreign and Indian Laws;

- Bids by persons prohibited from buying, selling or dealing in the shares directly or indirectly by SEBI or any other regulatory authority; and

- Bids by persons who are not eligible to acquire Equity Shares of the Company in terms of all applicable laws, rules, regulations, guidelines, and approvals

IN CASE THE DP ID, CLIENT ID AND PAN MENTIONED IN THE BID CUM APPLICATION FORM AND ENTERED INTO THE ELECTRONIC BIDDING SYSTEM OF THE STOCK EXCHANGES OR THE SYNDICATE/THE SCSBs DO NOT MATCH WITH THE DP ID, CLIENT ID AND PAN AVAILABLE IN THE RECORDS WITH THE DEPOSITARIES, THE APPLICATION IS LIABLE TO BE REJECTED.

EQUITY SHARES IN DEMATERIALISED FORM WITH NSDL OR CDSL

As per the provisions of Section 68B of the Companies Act, the Allotment of Equity Shares in this Issue shall be only in a de-materialised form, (i.e., not in the form of physical certificates but be fungible and be represented by the statement issued through the electronic mode).

In this context, two agreements have been signed among the Company, the respective Depositories and the Registrar to the Issue:

- Agreement dated February 1, 2010, between NSDL, the Company and the Registrar to the Issue;

- Agreement dated February 4, 2010, between CDSL, the Company and the Registrar to the Issue.

All Bidders can seek Allotment only in dematerialised mode. Bids from any Bidder without relevant details of his or her depository account are liable to be rejected.

(a) A Bidder applying for Equity Shares must have at least one beneficiary account with either of the Depository Participants of either NSDL or CDSL prior to making the Bid.

(b) The Bidder must necessarily fill in the details (including the PAN, the Beneficiary Account Number and Depository Participant's identification number) appearing in the Bid cum Application Form or Revision Form.

(c) Allotment to a successful Bidder will be credited in electronic form directly to the beneficiary account (with the Depository Participant) of the Bidder

(d) Names in the Bid cum Application Form or Revision Form should be identical to those appearing in the account details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details in the Depository.

(e) If incomplete or incorrect details are given under the heading 'Bidders Depository Account Details' in the Bid cum Application Form or Revision Form, it is liable to be rejected.

(f) The Bidder is responsible for the correctness of his or her Demographic Details given in the Bid cum Application Form vis-à-vis those with his or her Depository Participant.

(g) Equity Shares in electronic form can be traded only on the Stock Exchanges having electronic connectivity with NSDL and CDSL. All the Stock Exchanges where the Equity Shares are proposed to be listed have electronic connectivity with CDSL and NSDL.

(h) The trading of the Equity Shares of the Company would be in dematerialised form only for all Bidders in the demat segment of the respective Stock Exchanges.

Communications

All future communications in connection with Bids made in this Issue should be addressed to the Registrar to the Issue quoting the full name of the sole or First Bidder, Bid cum Application Form number, Bidders Depository Account Details, number of Equity Shares applied for, date of bid form, name and address of the member of the Syndicate where the Bid was submitted and cheque or draft number and issuing bank thereof and a copy of the acknowledgement slip.

Investors can contact the Compliance Officer or the Registrar to the Issue in case of any pre-Issue or post-Issue related problems such as non-receipt of letters of allotment, credit of allotted shares in the respective beneficiary accounts, refund orders etc.

PAYMENT OF REFUND

Bidders other than ASBA Bidders must note that on the basis of the names of the Bidders, Depository Participant's name, DP ID, Beneficiary Account number provided by them in the Bid cum Application Form, the Registrar to the Issue will obtain, from the Depositories, the Bidders' bank account details, including the nine digit Magnetic Ink Character Recognition ("MICR") code as appearing on a cheque leaf. Hence Bidders are advised to immediately update their bank account details as appearing on the records of the Depository Participant. Please note that failure to do so could result in delays in despatch of refund order or refunds through electronic transfer of funds, as applicable, and any such delay shall be at the Bidders' sole risk and neither the Company, the Registrar to the Issue, Escrow Collection Bank(s), Bankers to the Issue nor the BRLMs shall be liable to compensate the Bidders for any losses caused to the Bidder due to any such delay or liable to pay any interest for such delay.

Mode of making refunds for Bidders other than ASBA Bidders

The payment of refund, if any, for Bidders other than ASBA Bidders would be done through various modes in the following order of preference:

1. NECS – Payment of refund would be done through NECS for applicants having an account at any of the centres where such facility has been made available. This mode of payment of refunds would be subject to availability of complete bank account details including the MICR code as appearing on a cheque leaf, from the Depositories.

2. Direct Credit – Applicants having bank accounts with the Refund Bank(s), as per the Demographic details received from the Depositories, shall be eligible to receive refunds through direct credit. Charges, if any, levied by the Refund Bank(s) for the same would be borne by the Company.

3. RTGS – Applicants having a bank account at any of the abovementioned centres and whose refund amount exceeds Rs. 5 million, have the option to receive refund through RTGS provided the Demographic Details downloaded from the Depositories contain the nine digit MICR code of the Bidder's bank which can be mapped with the RBI data to obtain the corresponding IFSC code. Charges, if any, levied by the Refund Bank(s) for the same would be borne by the Company. Charges, if any, levied by the applicant's bank receiving the credit would be borne by the applicant.

4. NEFT (National Electronic Fund Transfer) – Payment of refund shall be undertaken through NEFT wherever the applicants' bank has been assigned the Indian Financial System Code (IFSC), which can be linked to a Magnetic Ink Character Recognition (MICR), if any, available to that particular bank branch. IFSC Code will be obtained from the website of RBI as on a date immediately prior to the date of payment of refund, duly mapped with MICR numbers. Wherever the applicants have registered their nine digit MICR number and their bank account number while opening and operating the demat account, the same will be duly mapped with the IFSC Code of that particular bank branch and the payment of refund will be made to the applicants through this method. The process flow in respect of refunds by way of NEFT is at an evolving stage and hence use of NEFT is subject to operational feasibility, cost and process efficiency. The process flow in respect of refunds by way of NEFT is at an evolving stage, hence use of NEFT is subject to operational feasibility, cost and process efficiency. In

the event that NEFT is not operationally feasible, the payment of refunds would be made through any one of the other modes as discussed in the sections.

5. For all other applicants, including those who have not updated their bank particulars with the MICR code, the refund orders will be despatched under certificate of posting for value up to Rs. 1,500 and through Speed Post/ Registered Post for refund orders of Rs. 1,500 and above. Such refunds will be made by cheques, pay orders or demand drafts drawn on the Escrow Collection Banks and payable at par at places where Bids are received. Bank charges, if any, for cashing such cheques, pay orders or demand drafts at other centres will be payable by the Bidders.

Mode of making refunds for ASBA Bidders

In case of ASBA Bidders, the Registrar shall instruct the relevant SCSB to unblock the funds in the relevant ASBA Account to the extent of the Bid Amount specified in the ASBA Bid cum Application Forms for withdrawn, rejected or unsuccessful or partially successful ASBA Bids within 12 Working Days of the Bid/Issue Closing Date.

DISPOSAL OF APPLICATIONS AND APPLICATION MONEYS AND INTEREST IN CASE OF DELAY

With respect to Bidders other than ASBA Bidders, the Company shall ensure dispatch of Allotment advice, refund orders (except for Bidders who receive refunds through electronic transfer of funds) and give benefit to the beneficiary account with Depository Participants and submit the documents pertaining to the Allotment to the Stock Exchanges within two Working Days of date of Allotment of Equity Shares.

In case of applicants who receive refunds through NECS, direct credit or RTGS or NEFT, the refund instructions will be given to the clearing system within 12 Working Days from the Bid/ Issue Closing Date. A suitable communication shall be sent to the bidders receiving refunds through this mode within 12 Working Days of Bid/ Closing Date, giving details of the bank where refunds shall be credited along with amount and expected date of electronic credit of refund.

The Company shall use best efforts to ensure that all steps for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within 12 Working Days of the Bid/Issue Closing Date.

In accordance with the Companies Act, the requirements of the Stock Exchanges and the SEBI ICDR Regulations, the Company further undertakes that:

- Allotment of Equity Shares shall be made only in dematerialised form within 12 Working Days of the Bid/Issue Closing Date;

- With respect to Bidders other than ASBA Bidders, dispatch of refund orders or in a case where the refund or portion thereof is made in electronic manner, the refund instructions are given to the clearing system within 12 Working Days of the Bid/Issue Closing Date would be ensured. With respect to the ASBA Bidders, instructions for unblocking of the ASBA Bidder's Bank Account shall be made within 12 Working Days from the Bid/Issue Closing Date; and

- The Company shall pay interest at 15% p.a. for any delay beyond the 15 days from the Bid/Issue Closing Date as mentioned above, if Allotment is not made and refund orders are not dispatched or if, in a case where the refund or portion thereof is made in electronic manner, the refund instructions have not been given to the clearing system in the disclosed manner and/or demat credits are not made to investors within the 12 Working Days prescribed above. If such money is not repaid within eight days from the day the Company becomes liable to repay, our Company and every Director of our Company who is an officer in default shall, on and from expiry of eight days, be jointly and severally liable to repay the money with interest as prescribed under the applicable law.

IMPERSONATION

Attention of the applicants is specifically drawn to the provisions of sub-section (1) of Section 68 A of the Companies Act, which is reproduced below:

"*Any person who:*

(a) makes in a fictitious name, an application to a company for acquiring or subscribing for, any shares therein, or

(b) otherwise induces a company to allot, or register any transfer of shares, therein to him, or any other person in a fictitious name,

***shall be punishable with imprisonment for a term which may extend to five years.*"**

BASIS OF ALLOTMENT

A. For Retail Individual Bidders

- Bids received from the Retail Individual Bidders at or above the Issue Price shall be grouped together to determine the total demand under this category. The Allotment to all the successful Retail Individual Bidders will be made at the Issue Price.

- The Issue size less Allotment to Non-Institutional and QIB Bidders shall be available for Allotment to Retail Individual Bidders who have bid in the Issue at a price that is equal to or greater than the Issue Price.

- If the aggregate demand in this category is less than or equal to [●] Equity Shares at or above the Issue Price, full Allotment shall be made to the Retail Individual Bidders to the extent of their valid Bids.

- If the aggregate demand in this category is greater than [●] Equity Shares at or above the Issue Price, the Allotment shall be made on a proportionate basis up to a minimum of [●] Equity Shares. For the method of proportionate basis of Allotment, refer below.

B. For Non-Institutional Bidders

- Bids received from Non-Institutional Bidders at or above the Issue Price shall be grouped together to determine the total demand under this category. The Allotment to all successful Non-Institutional Bidders will be made at the Issue Price.

- The Issue size less Allotment to QIBs and Retail Portion shall be available for Allotment to Non-Institutional Bidders who have bid in the Issue at a price that is equal to or greater than the Issue Price.

- If the aggregate demand in this category is less than or equal to [●] Equity Shares at or above the Issue Price, full Allotment shall be made to Non-Institutional Bidders to the extent of their demand.

- In case the aggregate demand in this category is greater than [●] Equity Shares at or above the Issue Price, Allotment shall be made on a proportionate basis up to a minimum of [●] Equity Shares. For the method of proportionate basis of Allotment refer below.

C. For QIBs

- Bids received from the QIB Bidders at or above the Issue Price shall be grouped together to determine the total demand under this portion. The Allotment to all the QIB Bidders will be made at the Issue Price.

- The QIB Portion shall be available for Allotment to QIB Bidders who have bid in the Issue at a price that is equal to or greater than the Issue Price.

- Allotment shall be undertaken in the following manner:

  (a) In the first instance allocation to Mutual Funds for up to 5% of the QIB Portion (excluding Anchor Investor Portion) shall be determined as follows:

    (i) In the event that Mutual Fund Bids exceeds 5% of the QIB Portion (excluding Anchor Investor Portion), allocation to Mutual Funds shall be done on a proportionate basis for up to 5% of the QIB Portion (excluding Anchor Investor Portion).

    (ii) In the event that the aggregate demand from Mutual Funds is less than 5% of the QIB Portion (excluding Anchor Investor Portion) then all Mutual Funds shall get full Allotment to the extent of valid bids received above the Issue Price.

    (iii) Equity Shares remaining unsubscribed, if any, not allocated to Mutual Funds shall be available for Allotment to all QIB Bidders as set out in (b) below;

  (b) In the second instance Allotment to all QIBs shall be determined as follows:

    (i) In the event that the oversubscription in the QIB Portion, all QIB Bidders (excluding Anchor Investors) who have submitted Bids above the Issue Price shall be allotted Equity Shares on a proportionate basis for up to 95% of the QIB Portion.

    (ii) Mutual Funds, who have received allocation as per (a) above, for less than the number of Equity Shares Bid for by them, are eligible to receive Equity Shares on a proportionate basis along with other QIB Bidders (excluding Anchor Investors).

    (iii) Under-subscription below 5% of the QIB Portion (excluding Anchor Investor Portion), if any, from Mutual Funds, would be included for allocation to the remaining QIB Bidders on a proportionate basis.

- The aggregate Allotment to QIB Bidders shall not be less than [●] Equity Shares

D. For Employee Reservation Portion

- The Bid must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter. The allotment in the Employee Reservation Portion will be on a proportionate basis. Bidders under the Employee Reservation Portion applying for a maximum Bid in any of the bidding options not exceeding Rs. 100,000 may bid at Cut off Price.

- Bids received from the Eligible Employees at or above the Issue Price shall be grouped together to determine the total demand under this category. The allocation to all the successful Eligible Employees will be made at the Issue Price.

- If the aggregate demand in this category is less than or equal to [●] Equity Shares at or above the Issue Price, full allocation shall be made to the Employees to the extent

of their demand. Under subscription, if any, in the Employee Reservation Portion will be added back to the Net Issue.

- If the aggregate demand in this category is greater than [●] Equity Shares at or above the Issue Price, the allocation shall be made on a proportionate basis up to a minimum of [●] Equity Shares and in multiple of one Equity Share thereafter. For the method of proportionate basis of allocation, refer below.

- Only Eligible Employees eligible to apply under Employee Reservation Portion.

E. For Anchor Investor Portion

- Allocation of Equity Shares to Anchor Investors at the Anchor Investor Issue Price will be at the discretion of the Company, in consultation with the BRLMs, subject to compliance with the following requirements:

  - not more than 30% of the QIB Portion will be allocated to Anchor Investors;
  - one-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is being done to other Anchor Investors;
  - allocation to Anchor Investors shall be on a discretionary basis and subject to a minimum number of two Anchor Investors for allocation up to Rs. 2,500 million and minimum number of five Anchor Investors for allocation more than Rs. 2,500 million.

- The number of Equity Shares Allotted to Anchor Investors and the Anchor Investor Issue Price, shall be made available in the public domain by the BRLMs before the Bid Opening Date by intimating the stock exchanges and uploading the said details on the websites of the BRLMs and on the terminals of the Syndicate Member.

Method of Proportionate Basis of Allotment in the Issue

In the event of the Issue being over-subscribed, the Company shall finalise the Basis of Allotment in consultation with the Designated Stock Exchange. The Executive Director (or any other senior official nominated by them) of the Designated Stock Exchange along with the BRLMs and the Registrar to the Issue shall be responsible for ensuring that the basis of Allotment is finalised in a fair and proper manner.

Except in relation to Anchor Investors, the Allotment shall be made in marketable lots, on a proportionate basis as explained below:

a) Bidders will be categorised according to the number of Equity Shares applied for.

b) The total number of Equity Shares to be allotted to each category as a whole shall be arrived at on a proportionate basis, which is the total number of Equity Shares applied for in that category (number of Bidders in the category multiplied by the number of Equity Shares applied for) multiplied by the inverse of the over-subscription ratio.

c) Number of Equity Shares to be allotted to the successful Bidders will be arrived at on a proportionate basis, which is total number of Equity Shares applied for by each Bidder in that category multiplied by the inverse of the over-subscription ratio.

d) In all Bids where the proportionate Allotment is less than [●] Equity Shares per Bidder, the Allotment shall be made as follows:

   (a) The successful Bidders out of the total Bidders for a category shall be determined by draw of lots in a manner such that the total number of Equity Shares allotted in that

category is equal to the number of Equity Shares calculated in accordance with (b) above; and

(b) Each successful Bidder shall be allotted a minimum of [●] Equity Shares.

e) If the proportionate Allotment to a Bidder is a number that is more than [●] but is not a multiple of One (which is the marketable lot), the decimal would be rounded off to the higher whole number if that decimal is 0.5 or higher. If that number is lower than 0.5 it would be rounded off to the lower whole number. Allotment to all in such categories would be arrived at after such rounding off.

f) If the Equity Shares allocated on a proportionate basis to any category are more than the Equity Shares allotted to the Bidders in that category, the remaining Equity Shares available for Allotment shall be first adjusted against any other category, where the allotted shares are not sufficient for proportionate Allotment to the successful Bidders in that category. The balance Equity Shares, if any, remaining after such adjustment will be added to the category comprising Bidders applying for minimum number of Equity Shares.

g) Subject to valid Bids being received, allocation of Equity Shares to Anchor Investors shall be at the sole discretion of the Company, in consultation with the BRLMs.

Illustration of Allotment to QIBs and Mutual Funds ("MF")

A. Issue Details

Sr. No.	Particulars	Issue details
1.	Issue size	200 million equity shares
2.	Allocation to QIB (60%)	120 million equity shares
3.	Anchor Investor Portion	36 million equity shares
4.	Portion available to QIBs other than Anchor Investors [(2) minus (3)]	84 million equity shares
	Of which:	
	a. Allocation to MF (5%)	4.20 million equity shares
	b. Balance for all QIBs including MFs	79.8 million equity shares
3	No. of QIB applicants	10
4	No. of shares applied for	500 million equity shares

B. Details of QIB Bids

(Number of equity shares in million)

Sr. No.	Type of QIB bidders#	No. of shares bid for
1	A1	50
2	A2	20
3	A3	130
4	A4	50
5	A5	50
6	MF1	40
7	MF2	40
8	MF3	80
9	MF4	20
10	MF5	20
	Total	**500**

A1-A5: (QIB bidders other than MFs), MF1-MF5 (QIB bidders which are Mutual Funds)

C. Details of Allotment to QIB Bidders/ Applicants

(Number of equity shares in million)

Type of QIB bidders	Shares bid for	Allocation of 4.20 million Equity Shares to MF proportionately (please see note two below)	Allocation of balance 79.80 million Equity Shares to QIBs proportionately (please see note four below)	Aggregate allocation to MFs
(I)	**(II)**	**(III)**	**(IV)**	**(V)**
A1	50	0	7.98	0
A2	20	0	4.00	0
A3	130	0	20.74	0
A4	50	0	7.98	0
A5	50	0	7.98	0
MF1	40	0.84	6.38	7.22
MF2	40	0.84	6.38	7.22
MF3	80	1.68	12.76	14.44
MF4	20	0.42	3.19	3.61
MF5	20	0.42	3.19	3.61
	500	**4.20**	**79.80**	**36.10**

Please note:

1. The illustration presumes compliance with the requirements specified in this Red Herring Prospectus in "Issue Structure" on page 496.

2. Out of 84 million equity shares allocated to QIBs, 4.2 million (i.e. 5%) will be allocated on proportionate basis among Mutual Fund applicants who applied for 200 shares in QIB category.

3. The balance 79.80 million equity shares (i.e. 84 - 4.2 (available for MFs)) will be allocated on proportionate basis among 10 QIB applicants who applied for 500 million equity shares (including five MF applicants who applied for 200 million equity shares).

4. The figures in the fourth column titled "Allocation of balance 79.80 million Equity Shares to QIBs proportionately" in the above illustration are arrived as under:

   - For QIBs other than Mutual Funds (A1 to A5)= No. of shares bid for (i.e. in column II) X 79.80 / 495.80.

   - For Mutual Funds (MF1 to MF5)= [(No. of shares bid for (i.e. in column II of the table above) less Equity Shares allotted (i.e., column III of the table above)] X 79.80 / 495.80.

   - The numerator and denominator for arriving at allocation of 84 million shares to the 10 QIBs are reduced by 4.2 million shares, which have already been allotted to Mutual Funds in the manner specified in column III of the table above.

Letters of Allotment or Refund Orders

The Company shall give credit to the beneficiary account with depository participants within one Working Day from the Bid/Issue Closing Date. Applicants residing at the centres where clearing houses are managed by the RBI, will get refunds through NECS only except where applicant is otherwise disclosed as eligible to get refunds through direct credit and RTGS. The Company shall ensure dispatch of refund orders, if any, of value up to Rs. 1,500, by "Under Certificate of Posting", and shall dispatch refund orders above Rs. 1,500, if any, by registered post or speed post at the sole or first Bidder's sole risk within 12 Working Days of the Bid/Issue Closing Date. Applicants to whom refunds are made through electronic transfer of funds will be sent a letter through ordinary post, intimating them about the mode of credit of refund within 12 Working Days of closure of Bid / Issue. In case of ASBA Bidders, the Registrar to the Issue shall instruct the relevant SCSBs to unblock the funds in the relevant ASBA Account to the extent of the Bid Amount specified in the ASBA Bid cum Application Forms for withdrawn, rejected or unsuccessful or partially successful ASBA Bids within

12 Working Days of the Bid/Issue Closing Date.

Interest in case of delay in despatch of Allotment Letters or Refund Orders/ instruction to SCSB by the Registrar

The Company agrees that the allotment of Equity Shares in the Issue shall be made not later than nine Working Days of the Bid/ Issue Closing Date. The Company further agrees that it shall pay interest at the rate of 15% p.a. if the allotment letters or refund orders have not been despatched to the applicants or if, in a case where the refund or portion thereof is made in electronic manner, the refund instructions have not been given in the disclosed manner within 12 Working Days from the Bid/ Issue Closing Date.

The Company will provide adequate funds required for dispatch of refund orders or allotment advice to the Registrar to the Issue.

Refunds will be made by cheques, pay-orders or demand drafts drawn on a bank appointed by the Company as a Refund Bank and payable at par at places where Bids are received. Bank charges, if any, for encashing such cheques, pay orders or demand drafts at other centres will be payable by the Bidders.

Undertakings

The Company undertakes the following:

- That the complaints received in respect of this Issue shall be attended to by the Company expeditiously and satisfactorily;
- That all steps for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Equity Shares are proposed to be listed within 12 Working Days of the Bid/Issue Closing Date;
- That funds required for making refunds to unsuccessful applicants as per the mode(s) disclosed shall be made available to the Registrar to the Issue by the Issuer;
- That where refunds are made through electronic transfer of funds, a suitable communication shall be sent to the applicant within 12 working days of the Bid/ Issue Closing Date, as the case may be, giving details of the bank where refunds shall be credited along with amount and expected date of electronic credit of refund;
- That the Promoters' contribution in full has already been brought in (N.A.);
- That the certificates of the securities/ refund orders to the non-resident Indians shall be despatched within specified time;
- That no further issue of Equity Shares shall be made till the Equity Shares offered through the Red Herring Prospectus are listed or until the Bid monies are refunded on account of non-listing, under-subscription etc.; and
- That adequate arrangements shall be made to collect all Applications Supported by Blocked Amount and to consider them similar to non-ASBA applications while finalizing the basis of allotment

The Company shall not have recourse to the Issue proceeds until the approval for trading of the Equity Shares from all the Stock Exchanges where listing is sought has been received.

Withdrawal of the Issue

The Company, in consultation with the BRLMs, reserves the right not to proceed with the Issue. In such an event the Company would issue a public notice in the newspapers, in which the pre-Issue

advertisements were published, within two days of the Bid/ Issue Closing Date, providing reasons for not proceeding with the Issue. The Company shall also inform the same to Stock Exchanges on which the Equity Shares are proposed to be listed.

Any further issue of Equity Shares by the Company shall be in compliance with applicable laws.

Utilisation of Issue proceeds

The Board of Directors of the Company certify that:

- All monies received out of the Issue shall be credited/transferred to a separate bank account other than the bank account referred to in sub-section (3) of Section 73 of the Companies Act;

- Details of all monies utilised out of Issue shall be disclosed, and continue to be disclosed till the time any part of the issue proceeds remains unutilised, under an appropriate head in the balance sheet of the Company indicating the purpose for which such monies have been utilised;

- Details of all unutilised monies out of the Issue, if any shall be disclosed under an appropriate separate head in the balance sheet indicating the form in which such unutilised monies have been invested;

- the utilisation of monies received under Promoters' contribution and from Employee Reservation Portion shall be disclosed, and continue to be disclosed till the time any part of the Issue proceeds remains unutilised, under an appropriate head in the balance sheet of the Company indicating the purpose for which such monies have been utilised; and

- the details of all unutilised monies out of the funds received under Promoters' contribution and from Employee Reservation Portion shall be disclosed under a separate head in the balance sheet of the issuer indicating the form in which such unutilised monies have been invested.

ISSUE PROCEDURE FOR ASBA BIDDERS

This section is for the information of investors proposing to subscribe to the Issue through the ASBA process. The Company and the BRLMs are not liable for any amendments, modifications, or changes in applicable laws or regulations, which may occur after the date of this Red Herring Prospectus. ASBA Bidders are advised to make their independent investigations and to ensure that the ASBA Bid cum Application Form is correctly filled up, as described in this section.

The list of banks that have been notified by SEBI to act as SCSB for the ASBA Process are provided on http://www.sebi.gov.in. For details on designated branches of SCSB collecting the ASBA Bid cum Application Form, please refer the above mentioned SEBI link.

ASBA Process

A Bidder shall submit his Bid through an ASBA Bid cum Application Form, either in physical or electronic mode, to the SCSB with whom the bank account of the ASBA Bidder or bank account utilised by the ASBA Bidder ("**ASBA Account**") is maintained. The SCSB shall block an amount equal to the Bid Amount in the bank account specified in the ASBA Bid cum Application Form, physical or electronic, on the basis of an authorisation to this effect given by the account holder at the time of submitting the Bid. The Bid Amount shall remain blocked in the aforesaid ASBA Account until finalisation of the Basis of Allotment in the Issue and consequent transfer of the Bid Amount against the allocated shares to the ASBA Public Issue Account, or until withdrawal/failure of the Issue or until withdrawal/rejection of the ASBA Bid, as the case may be. The ASBA data shall thereafter be uploaded by the SCSB in the electronic IPO system of the Stock Exchanges. Once the Basis of Allotment is finalized, the Registrar to the Issue shall send an appropriate request to the Controlling Branch of the SCSB for unblocking the relevant bank accounts and for transferring the amount allocable to the successful ASBA Bidders to the ASBA Public Issue Account. In case of

withdrawal/failure of the Issue, , the BRLM, through the Registrar to the Issue, shall notify the SCSBs to unblock the blocked amount of the ASBA Bidders within one day from the day of receipt of such notification.

Eligible Employees Bidding under the Employee Reservation Portion cannot subscribe to this Issue under the ASBA process.

ASBA Bid cum Application Form

ASBA Bidders shall use the ASBA Bid cum Application Form bearing the code of the Syndicate Member and/or the Designated Branch of SCSB, as the case may be, for the purpose of making a Bid in terms of the Red Herring Prospectus. ASBA Bidders are required to submit their Bids, either in physical or electronic mode. In case of application in physical mode, the ASBA Bidder shall submit the ASBA Bid cum Application form at the Designated Branch of the SCSB. In case of application in electronic form, the ASBA Bidder shall submit the ASBA Bid cum Application Form either through the internet banking facility available with the SCSB, or such other electronically enabled mechanism for bidding and blocking funds in the ASBA account held with SCSB, and accordingly registering such Bids. On submission of the ASBA Bid cum Application Form, the ASBA Bidders are deemed to have authorised (i) the SCSB to do all acts as are necessary to make the Application in the Offer, including uploading his/her Bid, blocking or unblocking of funds in the bank account maintained with the SCSB specified in the ASBA Bid cum Application Form, transfer of funds to the Public Issue Account on receipt of instruction from the Registrar to the Issue after finalisation of the basis of Allotment; and (ii) the Registrar to the Issue to issue instructions to the SCSB to remove the block on the funds in the bank account specified in the ASBA Bid cum Application Form, upon finalisation of the basis of Allotment.

Upon the allocation of Equity Shares, dispatch of the CAN, and filing of the Prospectus with the RoC, the ASBA Bid cum Application Form shall be considered as the Application Form. Upon completing and submitting the ASBA Bid cum Application Form, the ASBA Bidder is deemed to have authorized the Company to make the necessary changes in the Red Herring Prospectus as would be required for filing the Prospectus with the RoC and as would be required by RoC after such filing, without prior or subsequent notice of such changes to the ASBA Bidder.

The prescribed colour of the ASBA Bid cum Application Form shall be white.

Who can Bid?

In accordance with the SEBI Regulations, a Bidder can submit their application through ASBA process to bid for the Equity Shares of the Company.

Maximum and Minimum Bid Size for ASBA Bidders

The ASBA Bid must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter. ASBA Bidders who are Resident Individual Bidders (including HUFs) who have Bid for Equity Shares for an amount less than or equal to Rs. 100,000 in any of the Bidding options in the Issue, will be categorised as Retail Individual Bidders. ASBA Bidders that are not QIBs or Retail Individual Bidders and who have Bid for Equity Shares for an amount over Rs. 100,000 will be categorised as Non-Institutional Bidders.

Information for the ASBA Bidders:

(a) The BRLMs shall ensure that adequate arrangements are made to circulate copies of the Red Herring Prospectus and ASBA Bid cum Application Form to the SCSBs and the SCSBs will then make available such copies to investors applying under the ASBA process. Additionally, the BRLMs shall ensure that the SCSBs are provided with soft copies of the abridged prospectus and the ASBA Bid cum Application Form. SCSBs shall make the same available on their websites.

(b) ASBA Bidders, under the ASBA process, who would like to obtain the Red Herring Prospectus and/or the ASBA Bid cum Application Form can obtain the same from the Designated Branches of the SCSBs or the BRLMs. ASBA Bidders can also obtain a copy of

the abridged prospectus and/or the ASBA Bid cum Application Form in electronic form on the websites of the SCSBs.

(c) The Bids should be submitted on the prescribed ASBA Bid cum Application Form if applied in physical mode. SCSBs may provide the electronic mode of Bidding either through an internet enabled bidding and banking facility or such other secured, electronically enabled mechanism for bidding and blocking funds in the accounts of the respective eligible investors.

(d) ASBA Bid cum Application Forms should bear the code of the Syndicate Member and/or Designated Branch of the SCSB.

(e) ASBA Bidders shall correctly mention the bank account number in the ASBA Bid cum Application Form and ensure that funds equal to the Bid Amount are available in the bank account maintained with the SCSB before submitting the ASBA Bid cum Application Form to the respective Designated Branch. In case the amount available in the bank account specified in the ASBA Bid cum Application Form is insufficient for blocking the amount equivalent to the Bid Amount, the SCSB shall reject the application.

(f) If the ASBA Account holder is different from the ASBA Bidder, the ASBA Bid cum Application Form should be signed by the account holder as provided in the ASBA Bid cum Application Form.

(g) ASBA Bidders shall correctly mention their DP ID and Client ID in the ASBA Bid cum Application Form. For the purpose of evaluating the validity of Bids, the demographic details of ASBA Bidders shall be derived from the DP ID and Client ID mentioned in the ASBA Bid cum Application Form.

(h) Method and Process of Bidding

(a) ASBA Bidders are required to submit their Bids, either in physical o**r** electronic mode. ASBA Bidders submitting their Bids in physical mode should approach the Designated Branches of the SCSBs. ASBA Bidders submitting their Bids in electronic form shall submit their Bids either using the internet enabled bidding and banking facility of the SCSBs or such other electronically enabled mechanism for bidding and blocking funds in the accounts of the respective eligible investors, and accordingly registering such Bids. Every Designated Branch of the SCSB shall accept Bids from all such investors who hold accounts with them and desire to place Bids through them. Such SCSBs shall have the right to vet the Bids, subject to the terms of the SEBI ICDR Regulations and Red Herring Prospectus.

(b) The Designated Branches of the SCSBs shall give an acknowledgment specifying the application number to the ASBA Bidders as a proof of acceptance of the ASBA Bid cum Application Form. Such acknowledgment does not in any manner guarantee that the Equity Shares bid for shall be allocated to the ASBA Bidders.

(c) Upon receipt of the ASBA Bid cum Application Form, submitted whether in physical or electronic mode, the Designated Branch of the SCSB shall verify if sufficient funds equal to the Bid Amount are available in the ASBA Account, as mentioned in the ASBA Bid cum Application Form, prior to uploading such Bids with the Stock Exchanges.

(d) If sufficient funds are not available in the ASBA Account, the Designated Branch of the SCSB shall reject such Bids and shall not upload such Bids with the Stock Exchanges.

(e) If sufficient funds are available in the ASBA Account, the SCSB shall block an amount equivalent to the Bid Amount mentioned in the ASBA Bid cum Application Form. The Designated Branch shall thereafter enter the Bid details from the prescribed ASBA Bid cum Application Form, if submitted in physical mode, or the Bid information submitted through the electronic mode made available by the SCSBs, as the case may be, into the electronic bidding system of the Stock Exchanges and generate a Transaction Registration Slip ("TRS"). The TRS shall be furnished to the ASBA Bidder on request.

(f) An ASBA Bidder cannot bid, either in physical or electronic mode, on another ASBA Bid cum Application Form or a non-ASBA Bid cum Application Form after bidding on one ASBA Bid cum Application Form, either in physical or electronic mode, has been submitted to the Designated Branches of SCSBs or uploaded by the ASBA Bidder, as the case may be. Submission of a second ASBA Bid cum Application Form or a Non-ASBA Bid cum Application Form to either the same or to another Designated Branch of the SCSB will be treated as multiple Bids and will be liable to be rejected either before entering the Bid into the electronic bidding system, or at any point of time prior to the Allocation or Allotment of Equity Shares in this Issue.

Bidding

(a) The Price Band has been fixed at Rs. [•] to Rs. [•] per Equity Share of Rs. 10 each, Rs. [•] being the Floor Price and Rs. [•] being the Cap Price. The ASBA Bidders can submit only one Bid in the ASBA Bid cum Application Form.

(b) The Company, in consultation with the BRLMs, reserves the right to revise the Price Band during the Bidding/ Issue Period, provided that the Cap Price shall be less than or equal to 120% of the Floor Price and the Floor Price shall not be less than the face value of the Equity Shares. The revision in Price Band shall not exceed 20% on the either side i.e. the floor price can move up or down to the extent of 20% of the floor price disclosed at least two (2) days prior to the Bid/ Issue Opening Date and the Cap Price will be revised accordingly.

(c) In case of revision in the Price Band, the Bid/Issue Period will be extended for three additional days after revision of Price Band subject to a maximum of 10 working days. Any revision in the Price Band and the revised Bid/Issue Period, if applicable, will be widely disseminated by notification to the BSE and the NSE, by issuing a public notice in two national newspapers (one each in English and Hindi) and also by indicating the change on the websites of the BRLMs, the SCSBs and at the terminals of the members of the Syndicate.

(d) The Company in consultation with the BRLMs, can finalise the Issue Price within the Price Band in accordance with this clause, without the prior approval of, or intimation to, the ASBA Bidders.

(e) ASBA Bidders agree that they shall purchase the Equity Shares at any price within the Price Band. In the event the Bid Amount is higher than the subscription amount payable, the ASBA Account shall be unblocked to the extent to such excess of Bid Amount over the subscription amount payable.

(f) In case of an upward revision in the Price Band, announced as above, the ASBA Bidders who had Bid at Cut-off Price could either (i) revise their ASBA Bid or (ii) instruct to block additional amount based on the revised Cap Price (such that the total amount i.e., original Bid Amount plus additional payment does not exceed Rs. 100,000 for Retail Individual Bidders and Eligible Employees in the Employee Reservation Portion bidding at the Cut-off Price, if the Bidder wants to continue to Bid at Cut-off Price), with the CB or DB of the SCSBs to whom the original ASBA Bid was submitted. In case the total amount (i.e., original Bid Amount plus additional amount blocked) exceeds Rs. 100,000 for Retail Individual Bidders and Eligible Employees in the Employee Reservation Portion bidding at the Cut-off Price the Bid will be considered for allocation under the Non-Institutional Portion in terms of this Red Herring Prospectus. If, however, the ASBA Bidder does not either revise the ASBA Bid or instruct to block additional amount and the Issue Price is higher than the Cap Price prior to revision, the number of Equity Shares Bid for shall be adjusted downwards for the purpose of Allotment, such that the no additional amount would be required to be blocked from the ASBA Bidder and the ASBA Bidder is deemed to have approved such revised.

Mode of Payment

Upon submission of an ASBA Bid cum Application Form with the SCSB, whether in physical or electronic mode, each ASBA Bidder shall be deemed to have agreed to block the entire Bid Amount

and authorized the Designated Branch of the SCSB to block the Bid Amount, in the bank account maintained with the SCSB.

Bid Amount paid in cash, by money order or by postal order or by stockinvest, or ASBA Bid cum Application Form accompanied by cash, draft, money order, postal order or any mode of payment other than blocked amounts in the SCSB bank accounts, shall not be accepted.

After verifying that sufficient funds are available in the ASBA Account, the SCSB shall block an amount equivalent to the Bid Amount mentioned in the ASBA Bid cum Application Form till the Designated Date. On the Designated Date, the SCSBs shall transfer the amounts allocable to the ASBA Bidders from the respective ASBA Account, in terms of the SEBI ICDR Regulations, into the ASBA Public Issue Account. The balance amount, if any against the said Bid in the ASBA Accounts shall then be unblocked by the SCSBs on the basis of the instructions issued in this regard by the Registrar to the Issue.

The entire Bid Amount, as per the ASBA Bid cum Application Form submitted by the respective ASBA Bidders, would be required to be blocked in the respective ASBA Accounts until finalisation of the Basis of Allotment in the Issue and consequent transfer of the Bid Amount against allocated shares to the ASBA Public Issue Account, or until withdrawal/failure of the Issue or until rejection of the ASBA Bid, as the case may be.

Electronic registration of Bids by SCSBs

(a) In case of ASBA Bid cum Application Forms, whether in physical or electronic mode, the Designated Branch of the SCSBs will register the Bids using the online facilities of the Stock Exchanges. SCSB shall not upload any ASBA Application Form in the electronic bidding system of the Stock Exchange(s) unless

(i) it has received the ASBA in a physical or electronic form; and

(ii) it has blocked the application money in the ASBA Account specified in the ASBA or has systems to ensure that Electronic ASBAs are accepted in the system only after blocking of application money in the relevant bank account opened with it.

(b) The Stock Exchanges offer a screen-based facility for registering Bids for the Issue which will be available on the terminals of Designated Branches during the Bid/Issue Period. The Designated Branches can also set up facilities for offline electronic registration of Bids subject to the condition that they will subsequently upload the offline data file into the online facilities for book building on a regular basis. On the Bid/Issue Closing Date, the Designated Branches of the SCSBs shall upload the Bids till such time as may be permitted by the Stock Exchanges. ASBA Bidders are cautioned that high inflow of Bids typically received on the last day of the bidding may lead to some Bids received on the last day not being uploaded due to lack of sufficient uploading time, and such Bids that are not uploaded may not be considered for allocation.

(c) The aggregate demand and price for Bids registered on the electronic facilities of the Stock Exchanges will be displayed online on the websites of the Stock Exchanges. A graphical representation of consolidated demand and price would be made available on the websites of the Stock Exchanges during the Bidding Period.

(d) At the time of registering each Bid, the Designated Branches of the SCSBs shall enter the information pertaining to the investor into the online system, including the following details:

- Name of the Bidder(s);
- Application Number;
- Permanent Account Number;
- Number of Equity Shares Bid for;
- Details of bid options, (a) number of equity shares for each Bid, (b) Bid rate for each Bid;
- Depository Participant identification No.; and

- Client identification No. of the Bidder's beneficiary account.

(e) In case of electronic ASBA, the ASBA Bidder shall himself fill in all the above mentioned details, except the application number which shall be system generated. The SCSBs shall thereafter upload all the abovementioned details in the electronic bidding system provided by the Stock Exchange(s).

(f) A system generated TRS will be given to the ASBA Bidder upon request as proof of the registration of the Bid. **It is the ASBA Bidder's responsibility to obtain the TRS from the Designated Branches of the SCSBs.** The registration of the Bid by the Designated Branch of the SCSB does not guarantee that the Equity Shares bid for shall be allocated to the ASBA Bidders.

(g) Such TRS will be non-negotiable and by itself will not create any obligation of any kind.

(h) It is to be distinctly understood that the permission given by the Stock Exchanges to use their network and software of the online IPO system should not in any way be deemed or construed to mean that the compliance with various statutory and other requirements by the Company or the BRLMs or the Designated Branches of the SCSBs are cleared or approved by the Stock Exchanges; nor does it in any manner warrant, certify or endorse the correctness or completeness of compliance with the statutory and other requirements; nor does it take any responsibility for the financial or other soundness of the Company, its management or any scheme or project of the Company.

(i) The SCSB may reject the ASBA Bid, if the ASBA Account maintained with the SCSB as mentioned in the ASBA Bid cum Application Form does not have sufficient funds equivalent to the Bid Amount. Subsequent to the acceptance of the Bid by the Designated Branch, the Company would have a right to reject the Bids only on technical grounds.

(j) Only Bids that are uploaded on the online IPO system of the Stock Exchanges shall be considered for allocation/Allotment. In case of discrepancy of data between the BSE or NSE and the Designated Branches of the SCSBs, the decision of the Registrar, based on the physical records of the ASBA Bid cum Application Forms shall be final and binding on all concerned.

Build up of the book and revision of Bids

(a) Bids registered through the Designated Branches of the SCSBs shall be electronically transmitted to the BSE or the NSE mainframe on a regular basis.

(b) The book gets built up at various price levels. This information will be available with the BRLMs and the Stock Exchanges on a regular basis.

(c) During the Bid/Issue Period, any ASBA Bidder who has registered his/ her or its interest in the Equity Shares at a particular price level is free to revise his/ her or its Bid within the Price Band using the printed ASBA Revision Form, which is a part of the ASBA Bid cum Application Form. Revisions can be made in both the desired number of Equity Shares and the Bid Amount (including the price per Equity Share) by using the ASBA Revision Form. Apart from mentioning the revised options in the revision form, the ASBA Bidder must also mention the details of all the options in his/ her or its ASBA Bid cum Application Form or earlier ASBA Revision Form. For example, if an ASBA Bidder has Bid for three options in the ASBA Bid cum Application Form and he is changing only one of the options in the ASBA Revision Form, he is required to fill in the details of the remaining two options that are not being revised, in the ASBA Revision Form. The SCSB will not accept incomplete or inaccurate Revision Forms.

(d) The ASBA Bidder can make this revision any number of times during the Bid/Issue Period. However, for any revision(s) in the Bid, the ASBA Bidders will have to use the services of the same Designated Branch of the SCSB with whom he/she or it holds the bank account. ASBA

Bidders are advised to retain copies of the ASBA Revision Form and the revised Bid must be made only in such ASBA Revision Form or copies thereof.

(e) Any revision of the Bid shall be accompanied by an instruction to block the incremental amount on account of the upward revision of the Bid. The excess amount, if any, resulting from downward revision of the Bid would be unblocked by the SCSB.

(f) When an ASBA Bidder revises his/her or its Bid, he/she or it shall surrender the earlier TRS and get a revised TRS from the SCSBs. It is the responsibility of the ASBA Bidder to request for and obtain the revised TRS, which will act as proof of his or her having revised the previous Bid.

(d) The SCSBs shall provide aggregate information about the numbers of ASBA Bid cum Application Forms uploaded, total number of Equity Shares and total amount blocked against the uploaded ASBA Bid cum Application Form and other information pertaining to the ASBA Bidders. The Registrar to the Issue shall reconcile the electronic data received from the Stock Exchanges and the information received from the SCSBs. In the event of any error or discrepancy, the Registrar to the Issue shall inform the SCSB of the same. The SCSB shall be responsible to provide the rectified data within the time stipulated by the Registrar to the Issue.

(e) Only Bids that are uploaded on the online IPO system of the BSE and NSE shall be considered for allocation/ Allotment.

Price Discovery and Allocation

After the Bid/Issue Closing Date, the Registrar to the Issue shall aggregate the demand generated under the ASBA process and which details are provided to them by the SCSBs to determine the demand generated at different price levels. For further details, see "Issue Procedure" page 500.

Advertisement regarding Issue Price and Prospectus

The Company will issue a statutory advertisement after the filing of the Prospectus with the RoC. This advertisement, in addition to the information that has to be set out in the statutory advertisement, shall indicate the Issue Price. Any material updates between the date of the Red Herring Prospectus and the date of Prospectus will be included in such statutory advertisement.

Issuance of CAN

(a) Upon approval of the Basis of Allotment by the Designated Stock Exchange, the Registrar to the Issue shall send to the Controlling Branches of the SCSBs, a list of the ASBA Bidders who have been allocated Equity Shares in the Issue. Investors should note that the Company shall endeavour to ensure that the demat credit of Equity Shares pursuant to Allotment shall be made on the same date to all investors in this Issue; and

(b) The ASBA Bidders shall directly receive the CAN from the Registrar. The dispatch of a CAN shall be deemed a valid, binding and irrevocable contract for the ASBA Bidder.

Unblocking of ASBA Account

Once the basis of allotment is approved by the Designated Stock Exchange, the Registrar to the Issue shall provide the following details to the Controlling Branches of each SCSB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Issue Account designated for this purpose, within the timelines specified in the ASBA facility: (a) the number of Equity Shares to be Allotted against each valid ASBA Bid, (ii) the amount to be transferred from the relevant bank account to the Public Issue Account, for each valid ASBA Bid, (iii) the date by which funds referred to in sub para(ii) above, shall be transferred to the Public Issue Account, (iv) details of rejected ASBA Bids, if any, along with reasons for rejection and details of withdrawn/unsuccessful ASBA Bids, if any, to enable SCSBs to unblock the respective bank accounts. The SCSBs shall then unblock the relevant bank accounts for, (a) the transfer of the requisite money to the Public Issue

Account against each valid ASBA, (b) the withdrawn/rejected/unsuccessful ASBA Bids, (c) the excess amount, if any, in the ASBA AccountOn. However, the Bid Amount may be unblocked in the ASBA Account prior to receipt of intimation from the Registrar to the Issue by the Controlling Branch of the SCSB regarding finalisation of the Basis of Allotment in the Issue, in the event of withdrawal/failure of the Issue or rejection of the ASBA Bid, as the case may be.

Allotment of Equity Shares

(a) The Company will ensure that the Allotment of Equity Shares is done within 12 working days of the Bid/Issue Closing Date.

(b) Equity Shares will be issued, transferred and allotted only in the dematerialised form to the Allottees. Allottees will have the option to re-materialise the Equity Shares so Allotted, if they so desire, as per the provisions of the applicable law.

GENERAL INSTRUCTIONS

Do's:

(a) Check if you are and eligible to Bid under ASBA process.

(b) Ensure that you use the ASBA Bid cum Application Form specified for the purposes of ASBA process.

(c) Read all the instructions carefully and complete the ASBA Bid cum Application Form (if the Bid is submitted in physical mode, the prescribed ASBA Bid cum Application Form is white in colour).

(d) Ensure that the details of your Depository Participant and beneficiary account are correct and that your beneficiary account is activated, as Equity Shares will be allotted in dematerialised form only.

(e) Ensure that your Bid is submitted at a Designated Branch of an SCSB, with a branch of which the ASBA Bidder or a person whose bank account will be utilized by the ASBA Bidder for bidding has a bank account and not to the Bankers to the Issue/Collecting Banks (assuming that such Collecting Bank is not a SCSB), to the Company or Registrar or Lead Manager to the Issue.

(f) Ensure that the ASBA Bid cum Application Form is signed by the account holder in case the applicant is not the account holder.

(g) Ensure that you have mentioned the correct bank account No. in the ASBA Bid cum Application Form.

(h) Ensure that you have funds equal to the number of Equity Shares Bid for at Cut-off Price available in the ASBA Account maintained with the SCSB before submitting the ASBA Bid cum Application Form to the respective Designated Branch of the SCSB.

(i) Ensure that you have correctly checked the authorisation box in the ASBA Bid cum Application Form, or have otherwise provided an authorisation to the SCSB via the electronic mode, for the Designated Branch to block funds equivalent to the Bid Amount mentioned in the ASBA Bid cum Application Form in your ASBA Account maintained with a branch of the concerned SCSB.

(j) Ensure that you receive an acknowledgement from the Designated Branch of the concerned SCSB for the submission of your ASBA Bid cum Application Form.

(k) Ensure that you have mentioned your Permanent Account Number ("PAN") allotted under the I.T. Act.

(l) Ensure that the name(s) and PAN given in the ASBA Bid cum Application Form is exactly the same as the name(s) and PAN in which the beneficiary account is held with the Depository Participant. In case the ASBA Bid is submitted in joint names, ensure that the beneficiary account is also held in same joint names and such names are in the same sequence in which they appear in the ASBA Bid cum Application Form.

(m) Ensure that the demographic details are updated, true and correct, in all respects.

Don'ts:

(a) Do not submit an ASBA Bid if you are a QIB.

(b) Do not Bid for lower than the minimum Bid size.

(c) Do not Bid on another ASBA or Non-ASBA Bid cum Application Form after you have submitted a Bid to a Designated Branch of the SCSB.

(d) Payment of Bid Amounts in any mode other than blocked amounts in the bank accounts maintained by SCSBs, shall not be accepted under the ASBA process.

(e) Do not send your physical ASBA Bid cum Application Form by post; instead submit the same to a Designated Branch of the SCSB only.

(f) Do not submit more than five ASBA Bid cum Application Form per bank account for the Issue.

(g) Do not submit the GIR number instead of the PAN Number.

(h) Do not instruct your respective banks to release the funds blocked in the bank account under the ASBA process.

Bids by ASBA Bidders must be:

(a) Made only in the prescribed ASBA Bid cum Application Form, which is white in colour if submitted in physical mode, or electronic mode.

(b) In single name or in joint names (not more than three, and in the same order as their Depository Participant details).

(c) Completed in full, in BLOCK LETTERS in ENGLISH and in accordance with the instructions contained herein, in the ASBA Bid cum Application Form.

(d) The Bids must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter such that the Bid Amount does not exceed the maximum investments limits prescribed under law.

(e) Thumb impressions and signatures other than in the languages specified in the Eighth Schedule in the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal.

ASBA Bidder's depository account and bank details

ALL ASBA BIDDERS SHALL RECEIVE THE EQUITY SHARES ALLOTTED TO THEM IN DEMATERIALISED FORM. ALL ASBA BIDDERS SHOULD MENTION THEIR DEPOSITORY PARTICIPANT'S NAME, DEPOSITORY PARTICIPANT IDENTIFICATION NUMBER, BENEFICIARY ACCOUNT NUMBER AND PAN IN THE ASBA BID CUM APPLICATION FORM. ASBA BIDDERS MUST ENSURE THAT THE NAME GIVEN IN THE ASBA BID CUM APPLICATION FORM IS EXACTLY THE SAME AS THE NAME IN WHICH THE DEPOSITORY ACCOUNT IS HELD. ADDITIONALLY, PAN IN THE ASBA BID CUM APPLICATION FORM SHOULD BE EXACTLY THE SAME AS PROVIDED

WHILE DEPOSITORY ACCOUNT. IN CASE THE ASBA BID CUM APPLICATION FORM IS SUBMITTED IN JOINT NAMES, IT SHOULD BE ENSURED THAT THE DEPOSITORY ACCOUNT IS ALSO HELD IN THE SAME JOINT NAMES AND ARE IN THE SAME SEQUENCE IN WHICH THEY APPEAR IN THE ASBA BID CUM APPLICATION FORM.

ASBA Bidders should note that on the basis of name of the ASBA Bidders, PAN, Depository Participant's name and identification number and beneficiary account number provided by them in the ASBA Bid cum Application Form, the Registrar to the Issue will obtain from the Depository, demographic details of the ASBA Bidders including address, ("Demographic Details"). Hence, ASBA Bidders should carefully fill in their Depository Account details in the ASBA Bid cum Application Form.

As these Demographic Details would be used for all correspondence with the ASBA Bidders they are advised to update their Demographic Details as provided to their Depository Participants.

By signing the ASBA Bid cum Application Form, the ASBA Bidder is deemed to have authorised the Depositories to provide, upon request, to the Registrar to the Issue, the required Demographic Details as available on its records.

CAN/Allocation advice and letters intimating unblocking of bank account of the respective ASBA Bidder would be mailed at the address of the ASBA Bidder as per the Demographic Details received from the Depositories. ASBA Bidders may note that delivery of CAN/Allocation advice or letters intimating unblocking of bank account may be delayed if the same once sent to the address obtained from the Depositories are returned undelivered. Note that any such delay shall be at the sole risk of the ASBA Bidders and neither of the Designated Branches of the SCSBs, the members of the Syndicate, or the Company shall be liable to compensate the ASBA Bidder for any losses caused to the ASBA Bidder due to any such delay or be liable to pay any interest for such delay.

In case no corresponding record is available with the Depositories that match three parameters, namely, names of the ASBA Bidders (including the order of names of joint holders), the DP ID and the beneficiary account number, then such Bids are liable to be rejected.

ASBA Bidders are required to ensure that the beneficiary account is activated, as Equity Shares will be allotted in dematerialised form only.

Payment mechanism under ASBA

The ASBA Bidders shall specify the bank account number in the ASBA Bid cum Application Form and the SCSB shall block an amount equivalent to the application money in the bank account specified in the Bid cum Application Form. The SCSB shall keep the Bid Amount in the relevant bank account blocked until withdrawal/rejection of the ASBA Bid or receipt of instructions from the Registrar to the Issue to unblock the Bid Amount.

In the event of withdrawal or rejection of Bid cum Application Form or for unsuccessful Bid cum Application Forms, the Registrar to the Issue shall give instructions to the Controlling Branch of the SCSB to unblock the application money in the relevant bank account within one day of receipt of such instructions. The Bid Amount shall remain blocked in the ASBA Account until finalisation of the Basis of Allotment in the Issue and consequent transfer of the Bid Amount to the ASBA Public Issue Account, or until withdrawal/failure of the Issue or until rejection of the ASBA Bid, as the case may be.

ASBA Bids under Power of Attorney

In case of ASBA Bids made pursuant to a power of attorney, a certified copy of the power of attorney must be lodged along with the ASBA Bid cum Application Form. Failing this, the Company, in consultation with the BRLMs, reserves the right to reject such ASBA Bids.

The Company, in its absolute discretion, reserves the right to relax the above condition of simultaneous lodging of the power of attorney along with the ASBA Bid cum Application Form, subject to such terms and conditions that the Company, in consultation with the BRLMs may deem fit.

OTHER INSTRUCTIONS

Withdrawal of ASBA Bids

In case an ASBA Bidder wants to withdraw the ASBA Bid cum Application Form during the Bid/Issue Period, the ASBA Bidder shall submit the withdrawal request to the SCSB, which shall ensure deletion of the withdrawn ASBA Bid from the electronic bidding system of the Stock Exchange(s) and unblocking of funds in the relevant bank account.

In case an ASBA Bidder wants to withdraw the ASBA cum Application Form after the Bid Closing date, the ASBA Bidder shall submit the withdrawal request to the Registrar to the Issue before finalization of Basis of Allotment. The Registrar to the Issue shall delete the withdrawn Bid from the Bid file. The instruction for and unblocking of funds in the relevant bank account, in such withdrawals, shall be forwarded by the Registrar to the Issue to the SCSB on finalization of the Basis of Allotment.

Joint ASBA Bids

ASBA Bids may be made in single or joint names (not more than three). In case of joint ASBA Bids, all communication will be addressed to the first Bidder and will be dispatched to his address.

Multiple ASBA Bids

An ASBA Bidder should submit only one ASBA Bid cum Application FormBid. Two or more Bids will be deemed to be multiple Bids if the sole or first Bidder is one and the same. In this regard, the procedures which would be followed by the Registrar to the Issue to detect multiple applications are described in "Issue Procedure - Multiple Bids" on page 518.

Permanent Account Number

For details, see "Permanent Account Number or PAN" on page 519.

Right to Reject ASBA Bids

The Designated Branches of the SCSBs shall have the right to reject ASBA Bids if at the time of blocking the Bid Amount in the Bidder's bank account, the respective Designated Branch ascertains that sufficient funds are not available in the Bidder's bank account maintained with the SCSB. Subsequent to the acceptance of the ASBA Bid by the SCSB, the Company would have a right to reject the ASBA Bids only on technical grounds.

Further, in case any DP ID, Client ID or PAN mentioned in the ASBA Bid cum Application Form does not match with one available in the depository's database, such ASBA Bid shall be rejected by the Registrar to the Issue.

GROUNDS FOR TECHNICAL REJECTIONS UNDER THE ASBA PROCESS

In addition to the grounds listed under "Grounds for Rejections" on page 519, applications under the ASBA process are liable to be rejected on, *inter alia*, the following technical grounds:

1. Amount mentioned in the ASBA Bid cum Application Form does not tally with the amount payable for the value of Equity Shares Bid for;

2. Submission of more than five ASBA Bid cum Application Forms per account;

3. Age of first Bidder not given;

4. PAN not stated, or GIR number furnished instead of PAN;

5. Bids for number of Equity Shares, which are not in multiples of [●];

6. Bid made by QIBs;

7. Bids by persons not competent to contract under the Indian Contract Act, 1872, including minors and persons of unsound mind;

8. Authorisation for blocking funds in the ASBA Bidder's bank account not ticked or provided;

9. ASBA Bids accompanied by stockinvest/ money order/ postal order/ cash;

10. Signature of sole and/or joint Bidders missing in case of ASBA Bid cum Application Forms submitted in physical mode;

11. ASBA Bid cum Application Form does not have the stamp of the SCSB and/or a member of the Syndicate;

12. ASBA Bid cum Application Form is not delivered, either in physical or electronic form, by the Bidder within the time prescribed and as per the instructions provided in the ASBA Bid cum Application Form and the Red Herring Prospectus;

13. Inadequate funds in the ASBA Account to block the Bid Amount specified in the ASBA Bid cum Application Form at the time of blocking such Bid Amount in the ASBA Account; and

14. ASBA Bid cum Application Forms not being signed by the account holder, if the account holder is different from the BidderIf.

Bidders are advised that ASBA Bids not uploaded in the electronic book of the Stock Exchanges, due to any of the grounds mentioned above, would be rejected.

COMMUNICATIONS

All future communication in connection with ASBA Bids made in this Issue should be addressed to the Registrar to the Issue quoting the full name of the sole or First ASBA Bidder, ASBA Bid cum Application Form number, details of Depository Participant, number of Equity Shares applied for, date of ASBA Bid cum Application Form, name and address of the Designated Branch of the SCSB where the ASBA Bid was submitted, bank account number in which the amount equivalent to the Bid amount was blocked and a copy of the acknowledgement slip. The Registrar to the Issue shall obtain the required information from the SCSBs for addressing any clarifications or grievances. The SCSB shall be responsible for any damage or liability resulting from any errors, fraud or wilful negligence on the part of any employee of the concerned SCSB, including its Designated Branches and the branches where the ASBA Accounts are held. The Company, the BRLMs, the Syndicate Member and the Registrar accept no responsibility for errors, omissions, commission or any acts of SCSBs including any defaults in complying with its obligations.

ASBA Investors can contact the Compliance Officer, the Designated Branch of the SCSB where the ASBA Bid cum Application Form was submitted, or the Registrar to the Issue in case of any pre- or post-Issue related problems such as non-receipt of credit of Allotted Equity Shares in the respective beneficiary accounts, unblocking of excess Bid Amount, etc.

Disposal of Investor Grievances

All grievances relating to the ASBA process may be addressed to the Registrar to the Issue, with a copy to the SCSB, giving full details such as name, address of the applicant, number of Equity Shares applied for, Bid Amount blocked on application, bank account number and the Designated Branch or the collection centre of the SCSB where the Bid cum Application Form was submitted by the ASBA Bidders.

Impersonation

For details, see "Issue Procedure- Impersonation" on page 489.

DISPOSAL OF APPLICATIONS AND APPLICATION MONEYS AND INTEREST IN CASE OF DELAY IN INSTRUCTIONS TO SCSBs BY THE REGISTRAR TO THE ISSUE

The Company undertakes that:

- Allotment and transfer shall be made only in dematerialised form within 12 working days from the Bid/Issue Closing Date; and
- Instructions for unblocking of the ASBA Bidder's Bank Account shall be made within 12 working days from the Bid/Issue Closing Date.

Basis of Allocation

Bids received from ASBA Bidders will be considered at par with Bids received from non-ASBA Bidders. The basis of allocation to such valid ASBA and non-ASBA Bidders will be that applicable to Retail Individual Bidders. For details, see "Issue Procedure- Basis of Allotment" on page 524.

Method of Proportionate basis of allocation in the Issue

ASBA Bidders, who are Resident Individual Bidders (including HUFs) who have Bid for Equity Shares for an amount less than or equal to Rs. 100,000 in any of the Bidding options in the Issue, will be categorized as Retail Individual Bidders. ASBA Bidders that are not QIBs or Retail Individual Bidders and who have Bid for Equity Shares for an amount over Rs. 100,000 will be categorised as Non-Institutional Bidders. No preference shall be given vis-à-vis ASBA and non-ASBA Bidders.

Undertaking by our Company

In addition to the undertakings described under "Issue Procedure - Undertaking by the Company", with respect to the ASBA Bidders, the Company undertakes that adequate arrangement shall be made to consider ASBA Bidders similar to other Bidders while finalizing the basis of allocation.

Utilisation of Issue Proceeds

The Board has provided certain certifications with respect to the utilization of Issue Proceeds. For details, see "Issue Procedure- Utilisation of Issue Proceeds" on page 530.

RESTRICTIONS ON FOREIGN OWNERSHIP OF INDIAN SECURITIES

Foreign investment in Indian securities is regulated through the Industrial Policy, 1991 of GoI and FEMA. While the Industrial Policy, 1991 prescribes the limits and the conditions subject to which foreign investment can be made in different sectors of the Indian economy, FEMA regulates the precise manner in which such investment may be made. Under the Industrial Policy, unless specifically restricted, foreign investment is freely permitted in all sectors of Indian economy up to any extent and without any prior approvals, but the foreign investor is required to follow certain prescribed procedures for making such investment. As per current foreign investment policies, foreign investment in the real estate sector is permitted under the automatic route in relation to investments by NRIs.

By way of Circular No. 53 dated December 17, 2003, the RBI has permitted FIIs to subscribe to shares of an Indian company in a public offer without the prior approval of the RBI, so long as the price of the equity shares to be issued is not less than the price at which the equity shares are issued to residents. Transfers of equity shares previously required the prior approval of the FIPB. However, vide a RBI circular dated October 4, 2004 issued by the RBI, the transfer of shares between an Indian resident and a non-resident does not require the prior approval of the FIPB or the RBI, provided that (i) the activities of the investee company are under the automatic route under the foreign direct investment (FDI) Policy and transfer does not attract the provisions of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997 (ii) the non-resident shareholding is within the sectoral limits under the FDI policy, and (iii) the pricing is in accordance with the guidelines prescribed by the SEBI/RBI.

Foreign Investment in the Real Estate Sector

Foreign investment in the real estate sector is regulated by the relevant provisions of the FDI Manual ("**FDI Manual**"), the Foreign Exchange Management (Transfer of Issue of Security by a person Resident Outside India) Regulations, 2000 **("FEMA Regulations"),** and the relevant Press Notes issued by the **S**ecretariat for Industrial Assistance, GoI.

FDI Manual

Item No. 9 of Annexure II to the said FDI Manual outlines the sectoral caps in relation to 'Housing and Real Estate'. The said annexure, specifies the following as activities under the automatic route in which Investment are permitted only by NRI's:

a. Development of serviced plots and construction of built up residential premises
b. Investment in real estate covering construction of residential and commercial premises including business centres and offices
c. Development of townships
d. City and regional level urban infrastructure facilities, including both roads and bridges
e. Investment in manufacture of building materials, which is also open to FDI
f. Investment in participatory ventures in (a) to (e) above
g. Investment in housing finance institutions, which is also open to FDI as an NBFC.

FEMA Regulations

The FEMA Regulations, state that the investment cap in the real estate on the activities in the 'Housing and Real Estate' is permit investment to the extent of 100% only by NRIs in the following specified areas:

1. Development of serviced plots and construction of built up residential premises
2. Investment in real estate covering construction of residential and commercial premises including business centres and offices
3. Development of townships
4. City and regional level urban infrastructure facilities, including both roads and bridges
5. Investment in manufacture of building materials, which is also open to FDI
6. Investment in participatory ventures in (a) to (c) above
7. Investment in housing finance institutions, which is also open to FDI as an NBFC.

However, all other forms of FDI are prohibited in relation to Housing and Real Estate Business.

FII Regulations

As per the current regulations, the following restrictions are applicable for investments by FIIs:

The issue of Equity Shares to a single FII should not exceed 10% of the post-issue issued capital of the Company (i.e. 10% of [●] Equity Shares). In respect of an FII investing in the Equity Shares of the Company on behalf of its sub-accounts, the investment on behalf of each sub-account shall not exceed 10% of the total issued capital of the Company or 5% of the total issued capital of the Company in case such sub-account is a foreign corporate or an individual. Pursuant to a resolution of our shareholders dated August 30, 2010 the shareholders of the Company have approved an increase in the aggregate FII holding of the Company to 49% of its total issued capital.

Subject to compliance with all applicable Indian laws, rules, regulations guidelines and approvals in terms of regulation 15A(1) of the Securities Exchange Board of India (Foreign Institutional Investors) Regulations 1995, as amended (the "**SEBI FII Regulations**"), an FII, as defined in the SEBI FII Regulations, or its sub-account may issue, deal or hold, off shore derivative instruments (defined under the SEBI FII Regulations as any instrument, by whatever name called, which is issued overseas by a foreign institutional investor against securities held by it that are listed or proposed to be listed on any recognised stock exchange in India, as its underlying) directly or indirectly, only in the event (i) such offshore derivative instruments are issued only to persons who are regulated by an appropriate regulatory authority; and (ii) such offshore derivative instruments are issued after compliance with 'know your client' norms. The FII or sub-account is also required to ensure that no further issue or transfer of any Offshore Derivative Instrument issued by it is made to any persons that are not regulated by an appropriate foreign regulatory authority as defined under the SEBI FII Regulations. Associates and affiliates of the underwriters including the BRLMs and the Syndicate Member that are FIIs may issue offshore derivative instruments against Equity Shares Allotted to them in the Issue.

Press Note 2 of 2005

The law in relation to investment in the real estate sector has further been modified vide press note 2 of 2005, bearing No. 5(6)/2000-FC dated March 3, 2005. The said press note has also amended certain press notes which have been issued earlier, in the same field.

Under the said press note 2, FDI up to 100% under the automatic route is allowed in 'townships, housing, built up infrastructure and construction-development projects (which would include, but not be restricted to, housing, commercial premises, hotels, resorts, hospitals, educational institutions, recreational facilities, city and regional level infrastructure)', subject to the compliance with the following requirements:

a. Minimum area to be developed under each project is as under
    1. In case of development of serviced housing plots, a minimum land area of 10 hectares.
    2. In case of construction-development projects, a minimum built up area of 50,000 sq. mts.
    3. In case of a combination project, anyone of the above two conditions would suffice
b. Minimum capitalization of US$ 10 million for wholly owned subsidiaries and US$ 5 million for joint ventures with Indian partners. The funds are to be brought in within six months of commencement of business of the Company.
c. Original investment is not to be repatriated before a period of three years from completion of minimum capitalization. The investor is to be permitted to exit earlier with prior approval of the Government through the FIPB. At least 50% of the project must be developed within a period of five years from the date of obtaining all statutory clearances. The investor would not be permitted to sell undeveloped plots.

Therefore applicable law only permits investment by an NRI under the automatic route in the 'Housing and Real Estate' sector up to 100% in relation to townships, housing, built-up infrastructure and construction-development projects (which would include, but not be restricted to, housing, commercial premises, hotels, resorts, hospitals, educational institutions, recreational facilities, city and regional level infrastructure) and additionally permits up to 100% FDI in the 'Housing and Real Estate' subject to compliance with the terms provided in press note 2 of 2005.

Note:

- **As per the existing policy of the Government of India, OCBs cannot participate in this Issue.**
- **Non-residents such as FVCIs, multilateral and bilateral development financial institutions are not permitted to participate in the Issue.**

The Equity Shares have not been and will not be registered, listed or otherwise qualified in any other
jurisdiction outside India and may not be offered or sold, and Bids may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction.

The Equity Shares have not been and will not be registered under the US Securities Act of 1933 and may not be offered or sold within the United States (as defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Equity Shares are only being offered outside the United States in offshore transactions in compliance with Regulation S under the Securities Act and the applicable laws of the jurisdiction where those offers and sales occur.

The above information is given for the benefit of the Bidders. The Company, the BRLMs are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that the number of Equity Shares Bid for do not exceed the applicable limits under laws or regulations.

SECTION VIII – MAIN PROVISIONS OF THE ARTICLES OF ASSOCIATION

INTERPRETATION

1. Subject as hereinafter provided, the Regulations contained in Table "A" in the First Schedule to the Companies Act, 1956 shall apply to this Company. All references herein contained to any specified Regulations of Table "A", shall be inclusive of the first and the last Regulations referred to and in case of any conflict between the provisions herein contained and the incorporated Regulation of Table "A" the provisions herein contained shall prevail.

2. In these present regulations, the following words and expressions shall have the following meanings, unless excluded by the subject or context;

(a) "**The Company**" or "**This Company**" means Prestige Estates Projects Limited.

(b) "**The Act**" means the Companies Act, 1956 and subsequent amendments thereto or any statutory modification or re-enactment thereof, for the time being in force.

(c) The term "**Control**" in relation to an entity, shall mean the legal or beneficial ownership directly or indirectly of more than 50% of the voting securities of such entity or controlling the majority of the composition of the Board of Directors or power to direct the management or policies of such entity by contract or otherwise. The term "controlling" and "controlled" shall be construed accordingly.

(d) "**Annual General Meeting**" means the annual general meeting of the Company convened and held in accordance with the Act.

(e) "**Articles of Association**" or "**Articles**" means these Articles of Association of the Company as originally framed or as altered from time to time by Special Resolution.

(f) "**Board**" or "**Board of Directors**" means the Directors of the Company collectively referred to in the Act.

(g) "**Capital**" means the share capital for the time being raised or authorised to be raised for the purposes of the Company.

(h) "**Debenture**" includes debenture-stock, bonds and other securities of the Company, whether constituting a charge on the assets of the Company or not.

(i) "**Debenture holders**" means the duly registered holders from time to time of the debentures of the Company and shall include in case of debentures held by a Depository, the beneficial owners whose names are recorded as such with the Depository.

(j) "**Directors**" means the Directors for the time being of the Company and includes Alternate Directors.

(k) "**Dividend**" includes interim dividend unless otherwise stated.

(l) "**Executor**" or "Administrator" means a person who has obtained probate or Letters of Administration, as the case may be, from some competent court having effect in India and shall include the executor or Administrator or the holder of a certificate, appointed or granted by such competent court and authorised to negotiate or transfer the shares of the deceased member.

(m) "**Extraordinary General Meeting**" means an extraordinary meeting of the Company convened and held in accordance with the Act.

(n) "**Financial Year**" shall have the meaning assigned thereto by Section 2 (17) of the Act.

(o) "**Managing Director**" shall have the meaning assigned thereto in the Act.

(p) "**Member**" means the duly registered holder from time to time, of the shares of the Company and includes the subscribers to the Memorandum of Association and in case of shares held by a Depository, the Beneficial Owners whose names are recorded such with the Depository.

(q) "**Month**" means the English Calendar month.

(r) "**Office**" means the Registered Office, for the time being of the Company.

(s) "**Officer**" shall have the meaning assigned thereto by the Act.

(t) "**Ordinary Resolution**" shall have the meaning assigned thereto by the Act.

(u) "**Paid up**" includes "**credited as paid up**".

(v) "**Person**" shall include any Association, Corporation, Company as well as individuals.

(w) "**Proxy**" includes Attorney duly constituted under a Power Attorney.

(x) "**Register**" means the Register of Members to be kept pursuant to the said Act.

(y) "**Registrar**" means the Registrar of Companies, Karnataka at Bangalore

(z) "**Seal**" means Common seal for the time being of the Company.

(aa) "**Secretary**" means a Company Secretary within the meaning of clause (c) of sub-Section (1) of Section 2 of the Company Secretaries Act, 1980 and includes a person or persons appointed by the Board to perform any of the duties of a Secretary subject to the provisions of the Act.

(bb) "**Shares**" means the equity shares of the Company unless otherwise mentioned.

(cc) "**Share Warrant**" means share warrant issued pursuant to Section 114 of the Act.

(dd) "**Section**" means Section of the Act.

(ee) "**Special Resolution**" shall have the meaning assigned thereto by Section 189 of the Act.

(ff) "**Transfer**" means (in either the noun or the verb form and including all conjugations thereof with their correlative meanings) with respect to the Shares, the sale, assignment, transfer or other disposition (whether for or without consideration, whether directly or indirectly) of any Shares or of any interest therein or the creation of any third party interest in or over the Shares, but excluding any renunciation of any right to subscribe for any shares offered pursuant to a rights issue to existing shareholders in proportion to their existing shareholding in the Company.

(gg) "**Writing**" and "**Written**" means and includes words, hand written, printed, typewritten, lithographed, represented or reproduced in any mode in a visible form.

(hh) Words importing the singular number include the plural and vice versa.

(ii) "**these Presents**" or "**Regulations**" means these Articles of Association as originally framed or altered from time to time and include the Memorandum where the context so requires.

CAPITAL

3. *Authorised Share Capital*

The authorised share capital of the Company shall be such amount as is given, in Clause V of the Memorandum of Association.

4. *Shares at the Disposal of the Directors*

Subject to the provisions of Section 81 of the Act and these Articles, the shares in the Capital of the Company for the time being shall be under the control of the Board of Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provision of Section 79 of the Act) at a discount and at such time as they may from time to time think fit and with the sanction of the Company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the Capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares, and if so issued, shall be deemed to be fully paid shares. Without prejudice to the generality of the forgoing, the Directors shall also be empowered to issue Shares for the purposes of granting stock options to its permanent employees under the terms and conditions of the SEBI (Employee Stock Option Scheme & Employee Stock Purchase Scheme) Guidelines, 1999 or any other applicable law, as amended from time to time. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the general meeting.

5. *Consideration for Allotment*

The Board of Directors may allot and issue shares of the Company as payment or part payment for any property purchased by the Company or in respect of goods sold or transferred or machinery or appliances supplied or for services rendered to the Company in or about the formation of the Company or the acquisition and or in the conduct of its business; and any shares which may be so allotted may be issued as fully/partly paid up shares and if so issued shall be deemed as fully/partly paid up shares.

6. *Restriction on Allotment*

(a) The Directors shall in making the allotments duly observe the provision of the Act;

(b) The amount payable on application on each share shall not be less than 5% of the nominal value of the share; and

(c) Nothing therein contained shall prevent the Directors from issuing fully paid up shares either on payment of the entire nominal value thereof in cash or in satisfaction of any outstanding debt or obligation of the Company

7. *Increase of Capital*

The Company at its general meeting may, from time to time, by an Ordinary Resolution increase the Capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. The new shares shall be issued on such terms and conditions and with such rights and privileges annexed thereto as the resolution shall prescribe, and in particular, such shares may be issued with a preferential or qualified right to Dividends, and in the distribution of assets of the Company and with a right of voting at General Meeting of the Company in conformity with Section 87 of the Act. Whenever the Capital of the Company has been increased under the provisions of the Articles, the Directors shall comply with the provisions of Section 97 of the Act.

8. *Reduction of Capital*

The Company may, subject to the provisions of Sections 78, 80, 100 to 105 (both inclusive) and other applicable provisions of the Act from time to time, by Special Resolution reduce its Capital and any Capital Redemption Reserve Account or Share Premium Account in any manner for the time being authorised by law, and in particular, the Capital may be paid off on the footing that it may be called up again or otherwise.

9. *Sub-division and Consolidation of Shares*

Subject to the provisions of Section 94 of the Act, the Company in general meeting, may by an Ordinary Resolution from time to time:

(a) Divide, sub-divide or consolidate its shares, or any of them, and the resolution whereby any share is sub-divided, may determine that as between the holders of the shares resulting from such sub-division one or more of such shares have some preference of special advantage as regards Dividend capital or otherwise as compared with the others

(b) Cancel shares which at the date of such general meeting have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

10. *New capital part of the existing capital*

Except so far as otherwise provided by the conditions of the issue or by these presents any Capital raised by the creation of new shares, shall be considered as part of the existing Capital and shall be subject to the provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.

11. *Power to issue Shares with differential voting rights*

The Company shall have the power to issue Shares with such differential rights as to Dividend, voting or otherwise, subject to the compliance with requirements as provided for in the Companies (Issue of Share Capital with Differential Voting Rights) Rules, 2001, or any other law as may be applicable.

12. *Power to issue preference shares*

Subject to the provisions of Section 80 of the Act, the Company shall have the powers to issue preference shares which are liable to be redeemed and the resolution authorizing such issue shall prescribe the manner, terms and conditions of such redemption.

13. *Further Issue of Shares*

(a) Where at any time after the expiry of two years from the formation of the Company or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares then

(i) Such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid up on those share at that date.

(ii) The offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time not being less that thirty days from the date of offer within which the offer, if not accepted, will be deemed to have been declined.

(iii) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub clause (b) hereof shall contain a statement of this right.

(iv) After the expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as they may think, most beneficial to the Company.

(b) Notwithstanding anything contained in sub-clause (1) the further shares aforesaid may be offered to any persons {whether or not those persons include the persons referred to in clause (a) of sub- clause (1) hereof) in any manner whatsoever.

(i) If a Special Resolution to that effect is passed by the Company in general meeting, or

(ii) Where no such Special Resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in the general meeting (including the casting vote, if any, of the Chairman.) by the members who, being entitled to do so, vote in person, or where proxies are allowed by Proxy, exceed the votes, if any, cast against the proposal by Members so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf that the proposal is most beneficial to the Company.

(c) Nothing in sub-clause (c) of (1) hereof shall be deemed:

(i) To extend the time within which the offer should be accepted; or

(ii) To authorize any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.

(d) Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to the Debenture issued or loans raised by the Company:

(i) To convert such Debentures or loans into shares in the Company; or

(ii) To subscribe for shares in the Company.

PROVIDED THAT the terms of issue of such Debentures or the terms of such loans include a term providing for such option and such term:

(A) Either has been approved by the Central Government before the issue of the Debentures or the raising of the loans or is in conformity with Rules, if any, made by that Government in this behalf; and

(B) In the case of Debentures or loans or other than Debentures issued to or loans obtained from Government or any institution specified by the Central Government in this behalf, has also been approved by a Special Resolution passed by the Company in general meeting before the issue of the Debentures or raising of the loans.

14. *Rights to convert loans into capital*

Notwithstanding anything contained in sub-clauses(s) above, but subject, however, to Section 81(3) of the Act, the Company may increase its subscribed capital on exercise of an option attached to the Debentures or loans raised by the Company to convert such Debentures or loans into shares or to subscribe for shares in the Company.

15. *Allotment on application to be acceptance of shares*

Any application signed by or on behalf of an applicant for shares in the Company followed by an allotment of any share therein, shall be an acceptance of shares within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is on the register, shall, for the purpose of these Articles, be a Member.

16. *Returns on allotments to be made or Restrictions on Allotment*

The Board shall observe the restrictions as regards allotment of shares to the public contained in Section 69 and 70 of the Act, and as regards return on allotments, the Directors shall comply with Section 75 of the Act.

17. *Money due on shares to be a debt to the Company*

The money (if any) which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by them, shall immediately on the inscription of the name of allottee in the Register as the name of the holder of such shares become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.

18. *Members or heirs to pay unpaid amounts:*

Every Member or his heir's executors or administrators shall pay to the Company the portion of the Capital represented by his share or shares which may, for the time being remain unpaid thereon, in such amounts, at such time or times and in such manner, as the Board shall from time to time, in accordance with the Company's regulations require or fix for the payment thereof.

SHARE CERTIFICATES

19. (a) *Every Member entitled to certificate for his shares*

(i) Every Member or allottee of shares shall be entitled, without payment, to receive one or more certificates specifying the name of the person in whose

favour it is issued, the shares to which it relates, and the amount paid thereon. Such certificates shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of fractional coupon of requisite value, save in case of issue of share certificates against letters of acceptance of or renunciation or in cases of issues of bonus shares.

(ii) Every such certificate shall be issued under the seal of the Company, which shall be affixed in the presence of (1) two Directors or persons acting on behalf of the Directors under duly registered powers of attorney; and (2) the Secretary or some other persons appointed by the Board for the purpose and the two Directors or their attorneys and the secretary or other persons shall sign the Share Certificate, provided that if the composition of the Board permits, atleast one of the aforesaid two Directors shall be a person other than the Managing Director.

(iii) Particulars of every share certificate issued shall be entered in the Register against the name of the person to whom it has been issued, indicating date of issue.

(b) *Joint ownership of shares*

Any two or more joint allottees of shares shall be treated as a single member for the purposes of this article and any share certificate, which may be the subject of joint ownership, may be delivered to any one of such joint owners on behalf of all of them. The Company shall comply with the provisions of Section 113 of the Act.

(c) *Director to sign Share Certificates*

A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography but not by means of rubber stamp, provided that the Director shall be responsible for the safe custody of such machine, equipment or other materials use for the purpose.

(d) *Issue of new certificate in place of one defaced, lost or destroyed or Renewal of Certificates*

If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new Certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, being given, a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. Every Certificate under the Article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs. 2/- for each certificate) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

Provided that notwithstanding what is stated above the Directors shall comply with such Rules or Regulation or requirements of any Stock Exchange or the Rules made under the Act or the rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable in this behalf.

The provision of these Articles shall mutatis mutandis apply to Debentures of the Company.

(e) *Renewal of Share Certificate*

When a new share certificate has been issued in pursuance of clause(d) of this article, it shall state on the face of it and against the stub or counterfoil to the effect that it is issued in lieu of share certificate No…….. sub-divided/replaced on consolidation of shares.

(f) When a new certificate has been issued in pursuance of clause (d) of this Article, it shall state on the face of it against the stub or counterfoil to the effect that it is a duplicate issued in lieu of share certificate No……. The word 'Duplicate' shall be stamped or punched in bold letters across the face of the share certificate and when a new certificate has been issued in pursuance of clauses (c), (d), (e) and (f) of this Article, particulars of every such share certificate shall be entered in a Register of Renewed and Duplicate Certificates indicating against it,,,,,the names of the persons to whom the certificate is issued, the number and the necessary changes indicated in the Register by suitable cross references in the "remarks" column.

(g) All blank forms, share certificates shall be printed only on the authority of a resolution duly passed by the Board.

20. *Rules to issue share certificates*

The rules under "The Companies (Issue of Share Certificate) Rules, 1960 shall be complied with in the issue, reissue, renewal of share certificates and the format sealing and signing of the certificates and records of the certificates issued shall be maintained in accordance with the said rules. The Company shall keep ready share certificates for delivery within 2 months after allotment.

21. *Responsibilities to maintain records*

The Managing Director of the Company for the time being or if the Company has no Managing Director, every Director of the Company shall be responsible for maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates.

22. *Rights of Joint Holders*

If any share stands in the names of two or more persons, the person first named in the Register shall, as regards receipt of Dividends or bonus or service of notices and all or any other matter connected with the Company, except voting at meeting and the transfer of the shares be deemed the sole holder thereof but the joint holders of share shall be severally as well as jointly liable for payment of all installments and calls due in respect of such share and for all incidents thereof according to the Company's regulations.

23. *Limitation Of Time For Issue Of Certificates*

Every Member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the Seal of the Company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the Directors may prescribe or approve provided that in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate to one of several joint holders shall be sufficient delivery to all such holders.

UNDERWRITING & BROKERAGE

24. *Commission for placing shares, Debentures, etc*

(a) Subject to the provisions of the Act, the Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely of conditionally) for any shares, Debentures, or debenture-stock of the Company or underwriting or procuring or agreeing to procure subscriptions (whether absolute or conditional) for shares, Debentures or debenture-stock of the Company

(b) The Company may also, in any issue, pay such brokerage as may be lawful.

LIEN

25. *Company's lien on Shares /Debentures*

The Company shall have a first and paramount lien upon all the shares /Debentures (other that fully paid up shares/debentures) registered in the name of each Member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at fixed time in respect of such shares/Debentures, and no equitable interest in any shares shall be created except upon the footing and condition that this Article will have full effect and such lien shall extend to all Dividends and bonuses from time to time declared in respect of such shares/Debentures. Unless otherwise agreed, the registration of a transfer of shares/Debentures shall operate as a waiver of the Company's lien if any, on such shares/Debentures. The Directors may at any time declare any shares/Debentures wholly or in part to be exempt from provisions of this clause.

26. *Enforcing lien by sale*

For the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as they think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such shares and may authorize one of their members to execute a transfer thereof on behalf of and in the name of such Member. No sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell have served on such member or his representative and default shall have been made by him or them in payment, fulfillment or discharge of such debts, liabilities or engagements for fourteen days after such notice.

27. *Application of sale proceeds*

The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES

28. *Board to have right to make calls on shares*

The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by circular resolution), make such call as it thinks fit upon the Members in respect of all moneys unpaid on the shares held by them respectively and each Member shall pay the amount of every call so made on him to the person or persons and the Member(s) and place(s) appointed by the Board. A call may be made payable by installments.

Provided that the Board shall not give the option or right to call on shares to any person except with the sanction of the Company in general meeting.

29. *Notice for call*

Fourteen days notice in writing of any call shall be given by the Company specifying the date, time and places of payment and the person or persons to whom such call be paid.

30. *Call when made*

The Board of Directors may, when making a call by resolution, determine the date on which such call shall be deemed to have been made not being earlier than the date of resolution making such call, and thereupon the call shall deemed to have been made on the date so determined and if no such date is so determined a call shall be deemed to have been made at the date when the resolution authorizing such call was passed at the meeting of the Board.

31. *Liability of joint holders for a call*

The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

32. *Board to extend time to pay call*

The Board may, from time to time, at its discretion extend the time fixed for the payment of any call and may extend such time to all or any of the Members The Board may be fairly entitled to grant such extension, but no Member shall be entitled to such extension, save as a matter of grace and favour.

33. *Calls to carry Interest*

If a Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at 5% per annum or such lower rate as shall from time to time be fixed by the Board but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such Member.

34. *Dues deemed to be calls*

Any sum, which as per the terms of issue of a share becomes payable on allotment or at a fixed date whether on account of the nominal value of the share or by way of premium, shall for the purposes of the Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same may become payable and in case of non payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

35. *Proof of dues in respect of share*

On any trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares it shall be sufficient to prove (i) that the name of the Members in respect of whose shares the money is sought to be recovered appears entered in the Register as the holder, at or subsequent to the date on which the money sought to be recovered is alleged to have become due on the shares, (ii) that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the member or his representatives pursuance of these Articles, and (iii) it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive of the debt.

36. *Partial payment not to preclude forfeiture*

Neither a judgment nor a decree in favour of the Company, for call or other moneys due in respect of any share nor any part payment or satisfaction thereunder, nor the receipt by the Company of a portion of any money which shall, from time to time be due from any Member to the Company in respect of his shares either by way of principal or interest, nor any

indulgence granted by the Company in respect of the payment of any such money shall preclude the Company from thereafter proceeding to enforce forfeiture of such shares as hereinafter provided.

37. *Payment in anticipation of call may carry interest*

(a) The Directors may, if they think fit, subject to the provisions of Section 92 of the Act, agree to and receive from any Member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond the sums actually called for and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate, as the Member paying such sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or Dividend. The Directors may at any time repay the amount so advanced.

(b) The Members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.

(c) The provisions of these Articles shall mutatis mutandis apply to the calls on Debentures of the Company.

FORFEITURE OF SHARES

38. *Board to have right to forfeit shares*

If any Member fails to pay any call or installment of a call or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may at any time thereafter during such time as the call or installment remains unpaid, give notice to him requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

39. *Notice for forfeiture of shares*

(a) The notice shall name a further day (not earlier than the expiration of fourteen days from the date of notice) and place or places on which such call or installment and such interest thereon (at such rate as the Directors shall determine from the day on which such call or installment ought to have been paid) and expenses as aforesaid, are to be paid.

(b) The notice shall also state that in the event of the non-payment at or before the time the call was made or installment is payable the shares will be liable to be forfeited.

40. *Effect of forfeiture*

If the requirements of any such notice as aforesaid were not complied with, every or any share in respect of which such notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all Dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.

41. *Notice of forfeiture*

When any share shall have been so forfeited, notice of the forfeiture shall be given to the Member on whose name it stood immediately prior to the forfeiture and any entry of the forfeiture with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid.

42. *Forfeited share to be the property of the Company*

Any share so forfeited shall be deemed to be the property of the Company and may be sold, re-allocated or otherwise disposed of either to the original holder thereof or to any other person upon such terms and in such manner as the Board shall think fit.

43. *Member to be liable even after forfeiture*

Any Member whose shares have been forfeited shall, notwithstanding the forfeiture be liable to pay and shall forthwith pay to the Company on demand all calls, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with the interest thereon from time to time of the forfeiture until payment at such rates as the Board may determine and the Board may enforce the payment thereof, if it thinks fit.

44. *Claims against the Company to extinguish on forfeiture*

The forfeiture of a share involves extinction, at the time of the forfeiture of all interest in and all claims and demands against the Company, in respect of the shares and all other rights incidental to the share, except only such of those rights as by these Articles expressly saved.

45. *Evidence of forfeiture*

A duly verified declaration in writing that the declarant is a Director or Secretary of the Company, and that a share in the Company has been duly forfeited in accordance with these Articles on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares.

46. *Effecting sale of shares*

Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinafter given, the Board may appoint some person to execute an instrument of transfer of the shares sold, cause the purchaser's name to be entered in the register in respect of the share sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the Register in respect of such shares, the validity of the sale shall not be impeached by any person.

47. *Certificate of forfeited shares to be void*

Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relevant shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and have no effect and the Directors shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled thereto.

48. *Board entitled to cancel forfeiture*

The Board may at any time before any share so forfeited shall have them sold, re-allotted or otherwise disposed of, cancel the forfeiture thereof upon such conditions at it thinks fit.

TRANSFER AND TRANSMISSION OF SHARES

49. *Register of Transfers*

The Company shall keep a "Register of Transfers" and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any shares.

50. *Endorsement of Transfer*

In respect of any transfer of shares registered in accordance with the provisions of these Articles, the Board may, at their discretion, direct an endorsement of the transfer and the name

of the transferee and other particulars on the existing share certificate and authorize any Director or Officer of the Company to authenticate such endorsement on behalf of the Company or direct the issue of a fresh share certificate, in lieu of and in cancellation of the existing certificate in the name of the transferee.

51. *Instrument of Transfer*

The instrument of transfer of any share shall be in writing and all the provisions of Section 108 of the Act, and of any statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.

52. *Executive transfer instrument*

Every such instrument of transfer shall be executed both by the transferor and the transferee and the transferor shall be deemed to remain holder of the shares until the name of the transferee is entered in the Register in respect thereof. The instrument of transfer shall be in respect of same class of shares and should be in the form prescribed under the Act.

53. *Closing Register of transfers and of Members*

The Board shall be empowered, on giving not less than seven days notice by advertisement in a newspaper circulating in the district in which the registered office of the Company is situated, to close the transfer books, the Register, the register of debenture holders at such time or times, and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year as it may seem expedient.

54. *Directors may refuse to register transfer*

Subject to the provisions of Section 111A of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Directors may refuse whether in pursuance of any power of the Company under these Articles or otherwise to register the transfer of, or transmission by operation of law of the right to, any shares or interest of a Member in or Debentures of the Company. The Company shall within one month from the date on which the instrument of transfer, or the intimation of such transfer, as the case may be, was delivered with the Company, send notice of refusal to the transferee and transferor or to the person giving notice of such transmission, as the case may be, giving reasons for such refusal. Provided that registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever, except when the Company has a lien on the shares.

55. *Transfer of partly paid shares*

Where in the case of partly paid shares, an application for registration is to be made by the transferor, the Company shall give notice of the application to the transferee in accordance with the provisions of Section 110 of the Act.

56. *Survivor of joint holders recognised*

In case of the death of any one or more persons named in the Register as the joint-holders of any shares, the survivors shall be the only person recognised by the Company as having any title to or interest in such share but nothing therein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

57. *Title to shares of deceased members*

The executors or administrators or holders of a succession certificate or the legal representatives of a deceased member (not being one or two joint holders) shall be the only person recognised by the Company as having any title to the shares registered in the name of

such Member, and the Company shall be bound to recognize such executors or administrators or holders of a succession certificate or the legal representatives shall have first obtained probate holders or letter of administration or succession certificate as the case may be, from a duly constituted court in the Union of India., Provided that in any case where the Board in its absolute discretion, thinks fit, the Board may dispense with the production of probate or letter of administration or succession certificate, upon such terms as to indemnity or otherwise as the Board in its absolute discretion may think necessary and register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased Member as a Member

58. *Transfers not permitted*

No share shall in any circumstances be transferred to any infant, insolvent or person of unsound mind, except fully paid shares through a legal guardian.

59. *Transmission of shares*

Subject to the provisions of these presents,,,,, any person becoming entitled to shares in consequence of the death, lunacy,,,,, bankruptcy or insolvency of any Members, or by any lawful means other than by a transfer in accordance with these Articles may, with the consent of the Board (which it shall not be under any obligation to give), upon producing such evidence as the Board thinks sufficient, that he sustains the character in respect of which he proposes to act under this Articles, or of his title, either be registering himself as the holder of the shares or elect to have some person nominated by him and approved by the Board, registered as such holder, provided, nevertheless, if such person shall elect to have his nominee registered, he shall testify that election by executing in favour of his nominee an instrument of transfer in accordance with the provision herein contained and until he does so he shall not be freed from any liability in respect of the shares.

60. *Rights on Transmission*

A person entitled to a share by transmission shall, subject to the Directors right to retain such Dividends or money as hereinafter provided, be entitled to receive and may give discharge for any Dividends or other moneys payable in respect of the share.

61. *Instrument of transfer to be stamped*

Every instrument of transfer shall be presented to the Company duly stamped for registration, accompanied by such evidence as the Board may require to prove the title of the transferor his right to transfer the shares and every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board.

62. *Share Certificates to be surrendered*

Before the registration of a transfer, the certificate or certificates of the share or shares to be transferred must be delivered to the Company along with (save as provided in Section 108) properly stamped and executed instrument of transfer.

63. *No fee on Transfer or Transmission*

No fee shall be charged for registration of transfers, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other documents.

64. *Company not liable to notice of equitable rights*

The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register) to the prejudice of persons having or claiming any equitable rights, title or interest in the said shares,

notwithstanding that the Company may have had notice of such equitable rights referred thereto in any books of the Company and the Company shall not be bound by or required to regard or attend to or give effect to any notice which may be given to it of any equitable rights, title or interest or be under any liability whatsoever for refusing or neglecting to do so, though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit.

65. *Dematerialisation Of Securities*

(a) *Definitions*: For the purpose of this Article:

"*Beneficial Owner*" means a person whose name is recorded as such with a depository.

"*Bye-Laws*" means Bye-laws made by a Depository under Section 26 of the Depositories Act, 1996.

"*Depositories Act*" means the Depository Act, 1996, including any statutory modifications or re-enactment for the time being in force.

"*Depository*" means a Company formed and registered under the Act and which has been granted a Certificate of Registration under the Securities and Exchange Board of India Act 1992.

"*Member*" means the duly registered holder from time to time of the shares of the Company and includes every person whose name is entered as beneficial owner in the records of the depository.

"*Participant*" means a person registered as such under Section 12 (1A) of the Securities and Exchange Board of India Act, 1992.

"*Record*" includes the records maintained in form of books or stored in a computer or in such other form as may be determined by the Regulations issued by the Securities and Exchange Board of India in relation to the Depository Act, 1996.

"*Registered Owner*" means a depository whose name is entered as such in the records of the Company.

"*SEBI*" means the Securities and Exchange Board of India

"*Security*" means such security as may be specified by the Securities and Exchange Board of India from time to time.

Words imparting the singular number only includes the plural number and vice versa.

Words imparting persons include corporations.

Words and expressions used and not defined in the Act but defined in the Depositories Act, 1996 shall have the same meaning respectively assigned to them in that Act.

(b) *Company to recognize interest in dematerialised Securities under the Depositories Act.*

Either the Company or the investor may exercise an option to issue, de-link, hold the Securities (including shares) with a depository in Electronic form and the certificates in respect thereof shall be dematerialised, in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereto shall be

governed by the provisions of the Depositories Act, 1996 as amended from time to time or any statutory modification(s) thereto or re-enactment thereof.

(c) *Dematerialisation/Re-materialisation Of Securities*

Notwithstanding anything to the contrary or inconsistent contained in these Articles, the Company shall be entitled to dematerialize its existing Securities, re-materialize its Securities held in Depositories and/or offer its fresh securities in the de-materialised form pursuant to the Depositories Act, 1996 and the rules framed there under, if any.

(d) *Option to receive security certificate or hold Securities with Depository*

Every person subscribing to or holding Securities of the Company shall have the option to receive the security certificate or hold Securities with a Depository. Where a person opts to hold a Security with the Depository, the Company shall intimate such Depository of the details of allotment of the Security and on receipt of such information, the Depository shall enter in its Record, the name of the allottees as the Beneficial Owner of that Security.

(e) *Securities in electronic form*

All Securities held by a Depository shall be dematerialised and held in electronic form. No certificate shall be issued for the Securities held by the Depository. Nothing contained in Section 153, 153A, 153B, 187 B, 187 C and 372 of the Act, shall apply to a Depository in respect of the Securities held by it on behalf of the Beneficial Owners.

(f) *Beneficial Owner deemed as absolute owner*

Except as ordered by the court of competent jurisdiction or by law required, the Company shall be entitled to treat the person whose name appears on the Register as the holders of any share or whose name appears as the Beneficial Owner of the shares in the Records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognize any benami, trust equity, equitable contingent, future, partial interest, other claim to or interest in respect of such shares or (except only as by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has expressed or implied notice thereof but the Board shall at their sole discretion register any share in the joint names of any two or more persons or the survivor or survivors of them.

(g) *Rights of Depositories and Beneficial Owners*

Notwithstanding anything to the contrary contained in the Act, or these Articles, a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of Security on behalf of the Beneficial Owner.

Save as otherwise provided above, the Depository is the registered owner of the Securities, and shall not have any voting rights or any other rights in respect of the Securities held by it.

Every person holding Securities of the Company and whose name is entered as a Beneficial Owner in the records of the Depository shall be deemed to be a Member of the Company. The Beneficial Owner of Securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his Securities which are held by a Depository

(h) *Register and index of Beneficial Owners*

The Company shall cause to be kept a Register and Index of members with details of shares and Debentures held in materialised and dematerialised forms in any media as may be permitted by law including any form of electronic media.

The Register and Index of Beneficial Owners maintained by a Depository under the Depositories Act shall be deemed to be a Register and Index of members for the purposes of this Act. The Company shall have the power to keep in any state or country outside India a branch register of Members resident in that State or Country.

(i) *Cancellation of certificates upon surrender by person*

Upon receipt of certificate of Securities on surrender by a person who has entered into an agreement with the Depository through a Participant, the Company shall cancel such certificates and shall substitute in its Record, the name of the Depository as the Registered Owner in respect of the said Securities and shall also inform the Depository accordingly.

(j) *Service of documents*

Notwithstanding anything contained in the Act, or these Articles, to the contrary, where Securities are held in a Depository, the record of the Beneficial Ownership may be served by such Depository on the Company by means of hard copies or through electronic mode or by delivery of floppies or discs.

(k) *Allotment of Securities*

Where the Securities are dealt within a Depository, the Company shall intimate the details of allotment of relevant Securities to the Depository on allotment of such Securities.

(l) *Transfer of Securities*

The Company shall keep a register of transfers and shall have recorded therein fairly and distinctly, particulars of every transfer or transmission of any share held in material form. Nothing contained in these Articles shall apply to transfer of Securities held in Depository.

(m) *Distinctive number of Securities held in a Depository*

The shares in the Capital shall be numbered progressively according to their several denominations, provided, however that the provisions relating to progressive numbering shall not apply to the share of the Company which are in dematerialised form. Except in the manner provided under these Articles, no share shall be sub-divided. Every forfeited or surrendered share be held in material form shall continue to bear the number by which the same was originally distinguished.

(n) *Provisions of Articles to apply to shares held in Depository*

Except as specifically provided in these Articles, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in Depository so far as they apply to shares held in physical form subject to the provisions of the Depository Act.

(o) *Depository to furnish information*

Every Depository shall furnish to the Company information about the transfer of Securities in the name of the Beneficial Owner at such intervals and in such manner as may be specified by laws and the Company in that behalf.

(p) *Option to opt out in respect of any such Security*

If a Beneficial Owner seeks to opt out of a Depository in respect of any Security, he shall inform the Depository accordingly. The Depository shall on receipt of such information make appropriate entries in its records and shall inform the Company. The Company shall within 30 (thirty) days of the receipt of intimation from a Depository and on fulfillment of such conditions and on payment of such fees as may be specified by the regulations, issue the certificate of Securities to the Beneficial Owner or the transferee as the case may be.

(q) *Overriding effect of this Article*

Provisions of the Articles will have full effect and force not withstanding anything to the contrary or inconsistent contained in any other Articles of these presents.

66. *Nomination Facility*

(a) Every holder of shares, or holder of Debentures of the Company may at any time, nominate, in the prescribed manner a person to whom his shares in or Debentures of the Company shall rest in the event of his death.

(b) Where the shares in or Debentures of the Company or held by more than one person jointly, the joint holders may together nominate in the prescribed manner, a person to whom all the rights in the shares or Debentures of the Company shall rest in the event of death of all the joint holders.

(c) Notwithstanding any thing contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise in respect of such shares in or Debentures of the Company where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in or Debentures of the Company, the nominee shall, on the death of the shareholder or Debentures holder of the Company or as the case may be on the death of the joint holders become entitled to all the rights in the shares or Debentures of the Company or as the case may be all the joint holders in relation to such shares in or Debenture of the Company to the exclusion of all the other persons, unless the nomination is varied or cancelled in the prescribed manner.

(d) Where the nominee is a minor it shall be lawful for the holder of shares or Debentures, to make the nomination and to appoint in the prescribed manner any person to become entitled to shares in or Debentures of the Company in the event of his death in the event of minority of the nominee.

Any person who becomes a nominee by virtue of the provisions of Section 109 A upon the production of such evidence as may be required by the Board and subject as hereinafter provided elect either

(i) registered himself as holder of the shares or Debentures as the case may be, or

(ii) To make such transfer of the share or Debenture as the case may be, as the deceased shareholder or Debenture holder, as the case may be could have made.

If the person being a nominee, so becoming entitled, elects to be registered himself as a holder of the share or Debenture as the case may be, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with a death certificate of the deceased share holder or Debenture holder as the case may be.

All the limitations, restrictions and provisions of this Act, relating to the right to transfer and registration of transfer of shares or Debentures shall be applicable to any such notice or transfer as aforesaid as if the death of the Member had not occurred and the notice or transfer where a transfer is signed by that shareholder or Debenture holder, as the case may be.

A person being a nominee, becoming entitled to a share or Debenture by reason of the death of the holder shall be entitled to same Dividends and other advantages to which he would be entitled if he were the registered holder of the share or Debenture, except that he shall not, before being registered a Member in respect of his share of Debenture, be entitled in respect of it to exercise any right conferred by membership in relation to the meetings of the Company.

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share or Debenture and if the notice is not complied with within 90 days, the Board may thereafter withhold payments of all Dividends, bonus, or other monies payable in respect of the share or Debenture, until the requirements of the notice have been complied with.

A Depository may in terms of Section 58 A at any time, make a nomination and above provisions shall as far as may be, apply to such nomination.

67. *Buy Back Of Shares*

The Company shall be entitled to purchase its own shares or other securities, subject to such limits, upon such terms and conditions and subject to such approvals as required under Section 77 A and other applicable provisions of the Act, The Securities and Exchange Board of India Act, 1992 and the Securities and Exchange Board of India (Buy Back of Securities) Regulations 1998 and any amendments, modification(s), repromulgation (s) or re-enactment(s) thereof.

68. *Copies of memorandum and articles to be sent to members*

Copies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 39 of the Act shall be sent by the Company to every Member at his request within seven days of the request on payment of such sum as may be prescribed.

SHARE WARRANTS

69. *Rights to issue share warrants:*

(a) The Company may issue Share Warrants subject to, and in accordance with provisions of Section 114 and 115 of the Act.

(b) The Board may, in its discretion, with respect to any share which is fully paid up on application in writing signed by the person registered as holder of the share, and authenticated by such evidence (if any) as the Board may from time to time require as to the identity of the person signing the application, and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require having been paid, issue a warrant.

70. *Rights of warrant holders*:

(a) The bearer of the Share Warrant may at any time deposit the warrant at the office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right to signing a requisition, for calling a meeting of the Company, and of attending, and voting and exercising other privileges of a Member at any meeting held after the expiry of two clear days from time of the deposit, as if his name were inserted in the Register as the holder of the shares included in the deposited warrant.

(b) Not more than one person shall be recognised as the depositor of the Share Warrant.

(c) The Company shall, on two days written notice, return the deposited Share Warrant to the depositor.

71. (a) Subject as herein otherwise expressly provided, no person shall, as bearer of a Share Warrant, sign a requisition for calling a meeting of the Company, or attend, or vote or exercise any other privileges of a Member at a meeting of the Company, or be entitled to receive any notice from the Company.

(b) The bearer of a Share Warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register as the holder of the shares included in the warrant, and he shall be Member of the Company.

72. *Board to make rules*

The Board may, from time to time, make rules as to the terms on which it shall think fit, a new Share Warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

CONVERSION OF SHARES INTO STOCK AND RECONVERSION

73. *Rights to convert shares into stock & vice-versa*

The Company in general meeting may, by an Ordinary Resolution, convert any fully paid-up shares into stock and when any shares shall have been converted into stock the several holders of such stock, may henceforth transfer their respective interest therein, or any part of such interest in the same manner and subject to the same Regulations as, and subject to which shares from which the stock arise might have been transferred, if no such conversion had taken place. The Company may, by an Ordinary Resolution reconvert any stock into fully paid up shares of any denomination. Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so however such minimum shall not exceed the nominal amount of shares from which the stock arose.

74. *Rights of stock holders*

The holders of stock shall according to the amount of stock held by them have the same rights, privileges and advantages as regards Dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose; but no such privileges or advantages (except participation in the dividends and profits of the Company and in the assets on winding-up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred those privileges or advantages.

GENERAL MEETINGS

75. *Annual General Meetings*

The Company shall, in addition to any other meetings hold a general meeting which shall be called as its Annual General Meeting, at the intervals and in accordance with the provisions of the Act.

76. *Extraordinary General Meetings*

The Board may, whenever it thinks fit, convene an Extraordinary General Meeting at such date, time and at such place as it deems fit, subject to such directions if any, given by the Board.

77. *Extraordinary General Meetings on requisition*

The Board shall on, the requisition of Members convene an Extraordinary General Meeting of the Company in the circumstances and in the manner provided under Section 169 of the Act.

78. *Notice for General Meetings*

All general meetings shall be convened by giving not less than twenty- one days notice excluding the day on which the notice is served or deemed to be served (i.e. on expiry of 48 hours after the letter containing the same is posted) and the date of the meeting, specifying the place and hour of the meeting and in case of any special business proposed to be transacted, the nature of that business shall be given in the manner mentioned in Section 173 of the Act. Notice shall be given to all the share-holders and to such persons as are under Act and/or these Articles entitled to receive such notice from the Company but any accidental omission to give notice to or non-receipt of the notice by any Member shall not invalidate the proceedings of any general meeting.

79. *Shorter Notice admissible*

With the consent of all the Members entitled to vote, at an Annual General Meeting or with the consent of the Members holding 95 percent of such part of the paid-up share capital of the Company as gives a right to vote thereat, any general meeting may be convened by giving a shorter notice than twenty one days.

80. *Special and Ordinary Business*

(a) All business shall be deemed special that is transacted at an Extraordinary General Meeting and also that is transacted at an Annual General Meeting with the exception of sanctioning of Dividend, the consideration of the accounts, balance sheet and the reports of the Directors and Auditors, the election of Directors in place of those retiring by rotation and the appointment of and the fixing up of the remuneration of the auditors.

(b) In case of special business as aforesaid, an explanatory statement as required under Section 173 of the Act shall be annexed to the notice of the meeting.

81. *Quorum for General Meeting*

Five Members or such other number of Members as the law for the time being in force prescribes, shall be entitled to be personally present shall be quorum for a general meeting and no business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the meeting.

82. *Time for quorum and adjournment*

If within half an hour from the time appointed for a meeting a quorum is not present, the meeting, if called upon the requisition of Members, shall be dissolved and in any other case, it shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting also a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be quorum.

83. *Chairman of General Meeting*

Unless otherwise decided by the Board, the Members personally present in the meeting shall elect one of themselves to be the chairman thereof on a show of hands.

84. *Election of Chairman*

If there is no such Chairman or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman, the Members present shall choose another Director as Chairman and if no Director be present or if all the Directors decline to take the chair then the Members present shall choose someone of their number to be the Chairman.

85. *Adjournment of Meeting*

The Chairman may, with the consent given in the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn that meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When the meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as nearly as may be in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of adjournment of the business to be transacted at an adjourned meeting.

86. *Voting at Meeting*

At any general meeting, a resolution put to the vote at the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) is demanded in accordance with the provisions of Section 179 of the Act. Unless a poll is so demanded, a declaration by the Chairman that the resolution had, on a show of hands been carried unanimously or by a particular majority or lost and an entry to that effect in the book of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

87. *Decision by poll:*

If a poll is duly demanded, it shall be taken in such manner as the Chairman directs and the results of the poll shall be deemed to be the decision of the meeting on the resolution in respect of which the poll was demanded.

88. *Casting vote of Chairman*

In case of equal votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or a casting vote in addition to the vote or votes to which he may be entitled to as a Member.

89. *Poll to be immediate*

(a) A poll demanded on the election of Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time not later than forty eight hours from the time of demand as the Chairman of the meeting directs.

(b) A demand for a poll shall not prevent the continuance of a meeting of the transaction of any business other than that on which a poll has been demanded. The demand for a poll may be withdrawn.

90. *Passing resolutions by Postal Ballot*

(a) Notwithstanding any of the provisions of these Articles the Company may, and in the case of resolutions relating to such business as notified under the Companies (Passing of the Resolution by Postal Ballot) Rules, 2001 to be passed by postal ballot, shall get any resolution passed by means of a postal ballot, instead of transacting the business in the general meeting of the Company.

(b) Where the Company decides to pass any resolution by resorting to postal ballot, it shall follow the procedures as prescribed under Section 192A of the Act and the Companies (Passing of the Resolution by Postal Ballot) Rules, 2001, as amended from time.

VOTE OF MEMBERS

91. *Voting rights of Members*

(a) On a show of hands every Member holding equity shares and present in person shall have one vote.

(b) On a poll, every Member holding equity shares therein shall have voting rights in proportion to his shares of the paid up equity share capital.

(c) On a poll, a Member having more than one vote, or his Proxy or other persons entitled to vote for him need not use all his votes in the same way.

92. *Voting by joint-holders*

In the case of joint-holders the vote of the first named of such joint holders who tender a vote whether in person or by Proxy shall be accepted to the exclusion of the votes of other joint holders.

93. *No right to vote unless calls are paid*

No Member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him have been paid, or in regard to which the Company has lien and has exercised any right of lien.

94. *Proxy*

On a poll, votes may be given either personally or by Proxy.

95. *Instrument of proxy*

The instrument appointing a Proxy shall be in writing under the hand of appointer or of his attorney duly authorised in writing or if appointed by a corporation either under its Seal or under the hand of its attorney duly authorised in writing. Any person whether or not he is a Member of the Company may be appointed as a Proxy.

The instrument appointing a proxy and Power of Attorney or other authority (if any) under which it is signed must be deposited at the registered office of the Company not less than forty eight hours prior to the time fixed for holding the meeting at which the person named in the instrument proposed to vote, or, in case of a poll, not less than twenty four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

96. The form of proxy shall be two way proxy as given in Schedule IX of the Act enabling the share holder to vote for/against any resolution.

97. *Validity of proxy*

A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death of or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the shares in respect of revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

98. *Corporate Members*

Any corporation which is a Member of the Company may, by resolution of its Board of Director or other governing body, authorize such person as it thinks fit to act as its representative at any meeting of the Company and the said person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could have exercised if it were an individual Member of the Company.

DIRECTOR

99. *Number of Directors*

Unless otherwise determined by general meeting, the number of Directors shall not be less than three and not more than twelve, including all kinds of Directors.

100. *Share qualification not necessary*

Any person whether a Member of the Company or not may be appointed as Director and no qualification by way of holding shares shall be required of any Director.

101. *Director's power to fill-up casual vacancy*

Any casual vacancy occurring in the Board of Directors may be filled up by the Directors, and the person so appointed shall hold office up to the date, up to which Director in whose place he is appointed would have office if it has not been vacated as aforesaid

102. *Additional Directors*

The Board of Directors shall have power at any time and from time to time to appoint one or more persons as additional Directors provided that the number of Directors and additional Directors together shall not exceed the maximum number fixed. An additional Director so appointed shall hold office up to the date of the next Annual General Meeting of the Company and shall be eligible for re-election by the Company at that meeting.

103. *Alternate Directors*

The Board of Directors may appoint an alternate Director to act for a Director (hereinafter called the original Director) during the absence of the original Director for a period of not less than 3 months form the state in which the meetings of the Board are ordinarily held. An alternate Director so appointed shall vacate office if and when the original Director returns to the state in which the meetings of the Board are ordinarily held. If the terms of the office of the original Director is determined before he so returns to the state aforesaid any provision for

the automatic reappointment of retiring Director in default of another appointment shall apply to the original and not to the alternate Director.

104. *Remuneration of Directors*

Every Director other than the Managing Director and the Whole-time Director shall be paid a sitting fee not exceeding such sum as may be prescribed by the Act or the Central Government from time to time for each meeting of the Board of Directors or any Committee thereof attended by him and shall be paid in addition thereto all travelling, hotel and other expenses properly incurred by him in attending and returning from the meetings of the Board of Directors or any committee thereof or General Meeting of the Company or in connection with business of the Company to and from any place.

105. *Remuneration for extra services*

If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing away from the town in which the Registered Office of the Company may be situated for any purposes of the Company or in giving any special attention to the business of the Company or as Member of the Board, then subject to the provisions of the Act the Board may remunerate the Director so doing either by a fixed sum, or by a percentage of profits or otherwise and such remuneration, may be either in addition to our in substitution for any other remuneration to which he may be entitled.

106. *Continuing Director may act*

The continuing Directors may act notwithstanding any vacancy in the Board but if the number is reduced below three, the continuing Directors or Director may act for the purpose of increasing the number of Directors to three or for summoning a general meeting of the Company but for no other purpose.

107. *Vacation of office of Director*

The office of a Director shall be deemed to have been vacated under the circumstances enumerated under Section 283 of the Act.

108. *Equal power to Director:*

Except as otherwise provided in these Articles all the Directors of the Company shall have in all matters equal rights and privileges and be subject to equal obligations and duties in respect of the affairs of the Company.

ROTATION AND RETIREMENT OF DIRECTOR

109. *One-third of Directors to retire every year*

At the Annual General Meeting of the Company to be held in every year, one third of such of the Directors as are liable to retire by rotation for time being, or, if their number is not three or a multiple of three then the number nearest to one third shall retire from office, and they will be eligible for re-election. Provided nevertheless that the Managing Director or Whole time Director, appointed or the Directors appointed as a Debenture Director and Special Director under Articles hereto shall not retire by rotation under this Article nor shall they be included in calculating the total number of Directors of whom one third shall retire from office under this Article.

110. *Retiring Directors eligible for re-election*

A retiring Director shall be eligible for re-election and the Company, at the Annual General Meeting at which a Director retires in the manner aforesaid may fill up the vacated office by electing a person thereto.

111. *Which Director to retire*

The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lots.

112. *Retiring Director to remain in office till successors appointed*

Subject to the provisions of the Act, if at any meeting at which an election of Directors ought to take place, the place of the vacating Director(s) is not filled up and the meeting has not expressly resolved not to fill up the vacancy and not to appoint the retiring director, the meeting shall stand adjourned till the same day in the next week at the same time and place or if that day is a public holiday till the next succeeding day which is not a public holiday at the same time and place, and if at the adjourned meeting the place of the returning Director(s) is not filled up and the meeting has also not expressly resolved not to fill up the vacancy, then the retiring Director(s) or such of them as have not had their places filled up shall be deemed to have been reappointed at the adjourned Meeting

113. *Increase or reduction in the number of Directors*

Subject to the provisions of Section 252, 255, 259 of the Act, the Company in general meeting may by Ordinary Resolution increase or reduce the number of its Directors.

114. *Power to remove Director by ordinary resolution*

Subject to the provisions of the Act, the Company may by an Ordinary Resolution in general meeting remove any Director before the expiration of his period of office and may, by an Ordinary Resolution, appoint another person instead; the person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected as Director.

115. *Right of persons other than retiring Directors to stand for Directorship*

A person not being a retiring Director shall be eligible for appointment to the office of a Director at any general meeting if he or some other Member intending to propose him as a Director not less than 14 days before the meeting has left at the office of the Company, a notice in writing under his hand signifying his candidature for the office of the Director or the intention of such Member to propose him as a candidate for that office as the case may be, along with the prescribed deposit amount which shall be refunded to such person or as the case may be, to such Member if the person succeeds in getting elected as Directors.

116. Subject to the provisions of Section 297, 299, 300, 302 and 314 of the Act,,,,, the Directors shall not be disqualified by reason of his or their office as such from contracting with the Company either as vendor, purchaser, lender, agent, broker, lessor or otherwise nor shall any such contract, or arrangement entered into by or on behalf of the Company with such Director or with any Company or partnership in which he shall be a Member or otherwise interested be avoided nor shall any Director so contracting or being such Member or so interested be liable to account to the Company for any profit realised by such contract or arrangement by reason only of such Director holding that office or of fiduciary relation thereby established but the nature of the interest must be disclosed by him or them at the meeting of Directors at which the contract or arrangement is determined if the interest then exists or in any other case at the first meeting of the Directors after the acquisition of the interest.

117. *Directors not liable for retirement*

The Company in general meeting may, when appointing a person as a Director declare that his continued presence on the Board of Directors is of advantage to the Company and that his office as Director shall not be liable to be determined by retirement by rotation for such period until the happening of any event of contingency set out in the said resolution.

118. *Director for subsidiary Company*

Directors of this Company may be or become a Director of any Company promoted by this Company or in which it may be interested as vendor, shareholder or otherwise and no such Director shall be accountable for any benefits received as a Director or Member of such Company.

119. *Meetings of the Board*

(a) The Board of Directors shall meet at least once in every three calendar months for the dispatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit provided that at least four such meetings shall be held in every year.

(b) The Managing Director may, at any time summon a meeting of the Board and the Managing Director or a Secretary or a person authorised in this behalf on the requisition of Director shall at any time summon a meeting of the Board. Notice in writing of every meeting of the Board shall be given to every Director for the time being in India, and at his usual address in India to every other Director.

120. *Quorum*

(a) The quorum for a meeting of the Board shall be one-third of its total strength (any fraction contained in that one-third being rounded off as one) or two Directors whichever is higher, provided that where at any time the number of interested Directors is equal to or exceeds two-thirds of total strength, the number of remaining Directors, that is to say the number of Directors who are not interested, present at the meeting being not less than two, shall be the quorum during such time, The total strength of the Board shall mean the number of Directors actually holding office as Directors on the date of the resolution or meeting, that is to say, the total strength of Board after deducting therefrom the number of Directors, if any, whose places are vacant at the time.

(b) In the absence of quorum, unless decided otherwise by the Board, the meeting of the Board will automatically stand adjourned till the same day next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

121. *Questions how decided*

(a) Save as otherwise expressly provided in the Act, a meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the Regulations of the Company for the time being vested in or exercisable by the Directors generally and all questions arising at any meeting of the Board shall be decided by a majority of the Board.

(b) In case of an equality of votes, the Chairman shall have second or casting vote in addition to his vote as Director.

122. *Right of continuing Directors when there is no quorum*

The continuing Directors may act notwithstanding any vacancy in the Board but if and so long as their number is reduced below three, the continuing Directors or Director may act for the purpose of increasing the number of Directors to three or of summoning a general meeting of the Company but for no other purpose.

123. *Election of Chairman of Board*

(a) The Board may elect a Chairman of its meeting and determine the period for which he is to hold office.

(b) If no such Chairman is elected or at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting the Directors present may choose one among themselves to b the Chairman of the Meeting.

124. *General powers of the Board*

Subject to the provisions of Section 291 and 293 of the Act and other applicable provisions, the Board shall be entitled to exercise all such powers, and do all such acts and things, as the Company is authorised to exercise and do. However, the Board shall not exercise any power or do any act of thing which is directed or required to be done, whether by this or any other legislation or prescribed by the Board, to be exercised or done by the Company in the general meeting. Further, in exercising any such powers or doing such act or thing, the Board shall be subject to the provisions contained in that behalf in this or any other legislation, or in the Articles or in any other regulations not inconsistent therewith and duly made thereunder, including regulations made by the Company in general meeting.

125. *Delegation of Powers*

(a) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such Members of its body as it thinks fit.

(b) Any committee so formed shall, in the exercise of the power so delegated conform to any regulations that may be imposed on it by the Board.

126. *Election of Chairman of Committee*

(a) If the Chairman of the Board is a member of the Committee, he shall preside over all meetings of the Committee, if the Chairman is not a member thereof, the committee may elect a Chairman of its meeting. If no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting, the members present may choose one among themselves to be the Chairman of the Meeting.

(b) The quorum of a committee may be fixed by the Board of Directors.

127. *Questions how determined*

(a) A committee may meet and adjourn as it thinks proper.

(b) Questions arising at any meeting of a committee shall be determined by the sole member of the committee or by a majority of votes as the members present as the case may be and in case of an equality of vote the Chairman shall have a second or casting vote, in addition to his vote as a member of the committee.

128. *Validity of acts done by Board or a Committee*

All acts done by any meeting of the Board, of a committee thereof, or by any person acting as a Director shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid or that they or any of them were disqualified be as valid as if even such Director or such person has been duly appointed and was qualified to be a Director.

129. *Resolution by Circulation*

Save as otherwise expressly provided in the Act, a resolution in writing circulated in draft together with the necessary papers, if any, to all the Directors or to all the members of the committee then in India, not being less in number than the quorum fixed of the meeting of the Board or the Committee, as the case may be and to all other Directors or members at their usual address in India and approved by such of the Directors as are then in India or by a majority of such of them as are entitled to vote at the resolution shall be valid and effectual as

it had been a resolution duly passed at a meeting of he Board or committee duly convened and held.

130. (a) The Board of Directors may from time to time but with such consent of the Company in General Meeting as may be required under the Act raise any moneys or sums of money for the purpose of the Company provided that the moneys to be borrowed by the Company apart from temporary loans obtained from the Company's bankers in the ordinary course of business shall not, without the sanction of the Company at a General Meeting, exceed the aggregate of the paid up capital of the Company and its free reserves, that is to say, reserves not set apart for any specifies purpose and in particular, but subject to the provisions of Section 292 of the Act, the Board may from time to time at their discretion raise or borrow or secure the payment of any such sum of money for the purpose of the Company, by the issue of Debentures, perpetual or otherwise, including Debentures convertible into shares of this or any other Company or perpetual annuities and to secure any such money so borrowed, raised or received mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company present or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other powers as may be expedient and to purchase, redeem or pay off any such securities.

Provided that every resolution passed by the Company in General Meeting in relation to the exercise of the power to borrow as stated shall specify the total amount up to which moneys may be borrowed by the Board Directors.

(b) The Directors may by resolution at a meeting of the Board delegate the above power to borrow money otherwise than on debentures to a committee of Directors or the Managing Director, if any, within the limits prescribed.

(c) Subject to provisions of the above sub-clause, the Directors may, from time to time, at their discretion, raise or borrow or secure the repayment of any sum or sums of money for the purposes of the Company, at such time and in such manner and upon such terms and conditions in all respects as they think, fit and in particular, by promissory notes or by receiving deposits and advances with or without security or by the issue of bonds, perpetual or redeemable debentures (both present and future) including its uncalled capital for the time being or by mortgaging or charging or pledging any lands, buildings, goods or other property and securities of the Company, or by such other means as they may seem expedient.

(d) To the extent permitted under the applicable law and subject to compliance with the requirements thereof, the Directors shall be empowered to grant loans to such entities at such terms as they may deem to be appropriate and the same shall be in the interests of the Company.

131. *Assignment of debentures*

Such Debentures may be assignable free from any equities between the Company and the person to whom the same may be issued.

132. *Terms of Issue of Debentures*

Any Debentures may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawings, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise, Debentures with a right of conversion into or allotment of shares shall be issued only with the consent of the Company in a general meeting by a Special Resolution.

133. *Debenture Directors*

Any Trust Deed for securing debentures or debenture stock may if so arranged provide for the appointment from time to time by the trustee thereof or by the holders of debentures or debenture stock of some person to be a Director of the Company and may empower such trustee or holders of debentures or debenture stock from time to time to remove any Directors so appointed. A Director appointed under this Article is herein referred to as a "Debenture Director" and the Debenture Director means a Director for the time being in office under this Article. A Debenture Director shall not be bound to hold any qualification shares, not be liable to retire by rotation or be removed by the Company. The Trust Deed may contain such ancillary provisions as may be arranged between the Company and the Trustees and all such provision shall have effect notwithstanding any of the other provisions herein contained.

134. *Nominee Directors*

(a) So long as any moneys remain owing by the Company to any All India Financial Institutions, State Financial Corporation or any financial institution owned or controlled by the Central Government or State Government or any Non Banking Financial Company controlled by the Reserve Bank of India or any such Company from whom the Company has borrowed for the purpose of carrying on its objects or each of the above has granted any loans / or subscribes to the Debentures of the Company or so long as any of the aforementioned companies of financial institutions holds or continues to hold Debentures /shares in the Company as a result of underwriting or by direct subscription or private placement or so long as any liability of the Company arising out of any guarantee furnished on behalf of the Company remains outstanding, and if the loan or other agreement with such corporation so provides, the corporation shall have a right to appoint from time to time any person or persons as a Director or Directors whole- time or non whole- time (which Director or Director/s is/are hereinafter referred to as "Nominee Directors/s) on the Board of the Company and to remove from such office any person or person so appointed and to appoint any person or persons in his /their place(s).

(b) The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or so long as they holds or continues to hold Debentures/shares in the Company as result of underwriting or by direct subscription or private placement or the liability of the Company arising out of the Guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall vacate such office immediately on the moneys owing by the Company to the Corporation are paid off or they ceasing to hold Debentures/Shares in the Company or on the satisfaction of the liability of the Company arising out of the guarantee furnished.

(c) The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and of the Meetings of the Committee of which Nominee Director/s is//are member/s as also the minutes of such Meetings. The Corporation shall also be entitled to receive all such notices and minutes.

(d) The Company shall pay the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled, but if any other fees commission, monies or remuneration in any form is payable to the Directors of the Company the fees, commission, monies and remuneration in relation to such Nominee Director/s shall accrue to the nominee appointer and same shall accordingly be paid by the Company directly to the Corporation.

(e) Provided that the sitting fees, in relation to such Nominee Director/s shall also accrue to the appointer and same shall accordingly be paid by the Company directly to the appointer.

135. *Register of Charges*

The Directors shall cause a proper register to be kept, in accordance with the Act, of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the Act in regard to the registration of mortgages and charges therein specified.

136. *Subsequent assigns of uncalled capital*

Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same, subject to such prior charges and shall not be entitled to obtain priority over such prior charge.

137. *Charge in favour of Director for Indemnity*

If the Director or any person, shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security over or affecting the whole or part of the assets of the Company by way of indemnity to secure the Directors or other persons so becoming liable as aforesaid from any loss in respect of such liability.

138. *Powers to be exercised by Board only by Meeting*

(a) The Board of Directors shall exercise the following powers on behalf of the Company and the said powers shall be exercised only by resolution passed at the meeting of the Board:
   (i) Power to make calls on shareholders in respect of moneys unpaid on their shares;
   (ii) Power to issue Debentures;
   (iii) Power to borrow money otherwise than on Debentures:
   (iv) Power to invest the funds of the Company;
   (v) Power to make loans.

(b) The Board of Directors may by a meeting delegate to any committee or the Directors or to the Managing Director the powers specified in sub clauses (iii), (iv) and (v) above.

(c) Every resolution delegating the power set out in sub clause (iii) above shall specify the total amount up to which moneys may be borrowed by the said delegate.

(d) Every resolution delegating the power referred to in sub-clause (iv) above shall specify the total amount, up to which the fund may invested and the nature of the investments which may be made by the delegate.

(e) Every resolution delegating the power referred to in sub-clause (v) above shall specify the total amount up to which the loans may be made by the delegate, the purposes for which the loans may be made and the maximum amount of loans which may be made for each such purpose in individual cases.

MANAGING DIRECTOR(S)/ WHOLE-TIME DIRECTOR(S)

139. (a) The Board may from time to time and with such sanction of the Central Government as may be required by the Act, appoint one or more of the Directors to the office of the Managing Director or whole-time Directors.

(b) The Directors may from time to time resolve that there shall be either one or more Managing Directors or Whole time Directors.

(c) In the event of any vacancy arising in the office of a Managing Director or Whole-time Director, the vacancy shall be filled by the Board of Directors subject to the approval of the members.

If a Managing Director or whole time Director ceases to hold office as Director, he shall ipso facto and immediately cease to be Managing Director/whole time Director.

The Managing Director or whole time Director shall not be liable to retirement by rotation as long as he holds office as Managing Director or whole-time Director.

140. *Powers and duties of Managing Director or whole-time Director*

The Managing Director/Whole-time Director shall subject to the supervision, control and direction of the Board and subject to the provisions of the Act, exercise such powers as are exercisable under these presents by the Board of Directors, as they may think fit and confer such power for such time and to be exercised as they may think expedient and they may confer such power either collaterally with or to the exclusion of any such substitution for all or any of the powers of the Board of Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any such powers. The Managing Directors/ whole time Directors may exercise all the powers entrusted to them by the Board of Directors in accordance with the Board's direction.

141. *Remuneration of Managing Directors/whole time Directors*

Subject to the provisions of the Act and subject to such sanction of Central Government\Financial Institutions as may be required for the purpose, the Managing Directors\whole-time Directors shall receive such remuneration (whether by way of salary commission or participation in profits or partly in one way and partly in another) as the Company in General Meeting may from time to time determine.

142. *Reimbursement of expenses*

The Managing Directors\whole-time Directors shall be entitled to charge and be paid for all actual expenses, if any, which they may incur for or in connection with the business of the Company. They shall be entitled to appoint part time employees in connection with the management of the affairs of the Company and shall be entitled to be paid by the Company any remuneration that they may pay to such part time employees.

143. *Business to be carried on by Managing Directors/ Whole time Directors*

(a) The Managing Directors\whole-time shall have subject to the supervision, control and discretion of the broad, the management of the whole of the business of the Company and of all its affairs and shall exercise all powers and perform all duties in relation to the Management of the affairs and transactions of Company, except such powers and such duties as are required by law or by these presents to be exercised or done by the Company in General Meeting or by Board of Directors and also subject to such conditions or restriction imposed by the Act or by these presents.

(b) Without prejudice to the generally of the foregoing and subject to the supervision and control of the Board of Directors, the business of the Company shall be carried on by the Managing Director/ Whole time Director and he shall have all the powers except

those which are by law or by these presents or by any resolution of the Board required to be done by the Company in General Meeting or by the Board.

(c) The Board may, from time to time delegate to the Managing Director or Whole time Director such powers and duties and subject to such limitations and conditions as they may deem fit. The Board may from time to time revoke, withdraw, alter or vary all or any of the powers conferred on the Managing Director or Whole time Director by the Board or by these presents.

COMMON SEAL

144. *Custody of Common Seal*

The Board shall provide for the safe custody of the Common Seal for the Company and they shall have power from time to time to destroy the same and substitute a new seal in lieu thereof; and the Seal shall be kept at the registered office of the Company and committed to the custody of the Managing Director or the Secretary if there is one.

145. *Seal how affixed*

The Seal shall not be affixed to any instrument except by authority of a resolution of the Board or a committee of the Board authorised by it in that behalf, and except in the presence of atleast one Director and / or authorised signatory as the Board may appoint for the purpose. Every deed or other instrument to which the Seal is required to be affixed shall, unless the same is executed by a duly constituted attorney for the Company, be signed by that Director and / or authorised signatory aforesaid in whose presence the Seal shall have been affixed provided nevertheless that any instrument bearing the Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority issuing the same.

146. *Right to Dividend*

(a) The profits of the Company, subject to any special rights, relating thereto created or authorised to be created by these presents and subject to the provisions of the presents as to the reserve fund, shall be divisible among the Members in proportion to the amount of Capital paid up on the shares held by them respectively and the last day of the year of account in respect of which such Dividend is declared and in the case of interim Dividends on the close of the last day of the period in respect of which such interim Dividend is paid.

(b) Where Capital is paid in advance of calls, such Capital shall not, confer a right to participate in the profits.

147. *Declaration of Dividends*

The Company in general meeting may declare Dividends but no Dividend shall exceed the amount recommended by the Board.

148. *Interim Dividends*

The Board may from time to time pay to the Members such interim Dividends as appear to them to be justified by the profits of the Company.

149. *Dividends to be paid out of profits*

No Dividend shall be payable except out of the profits of the year or any other undistributed profits except as provided by Section 205 of the Act.

150. *Reserve Funds*

(a) The Board may, before recommending any Dividends, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing Dividends and pending such application, may, at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time think fit.

(b) The Board may also carry forward any profits when it may think prudent not to appropriate to reserves.

151. *Deduction of arrears*

The Board may deduct from any Dividend payable to any Members all sums of money, if any, presently payable by him to the Company on account of the calls or otherwise in relation to the shares of the Company.

152. *Adjustment of dividends against calls*

Any general meeting declaring a Dividend may make a call on the Members as such amount as the meeting fixed, but so that the call on each Member shall not exceed the Dividend payable to him and so that the call be made payable at the same time as the Dividend and the Dividend may, if so arranged between the Company and the Members be set off against the call.

153. *Receipt of joint holder*

Any one of two or more joint holders of a share may give effectual receipt for any Dividends, or other moneys payable in respect of such shares.

154. *Notice of dividends*

Notice of any Dividend that may have been declared shall be given to the persons entitled to share thereto in the manner mentioned in the Act.

155. *Dividends not be bear interest*

No Dividends shall bear interest against the Company.

156. *Transfer of shares not to pass prior to dividends*

Subject to the provisions of Section 206 A of the Act, any transfer of shares shall not pass the right to any Dividend declared thereon before the registration of the transfer.

157. *Unpaid or Unclaimed Dividend*

(a) Where the Company has declared a Dividend but which has not been paid or claimed within 30 days from the date of declaration, the Company shall transfer the total amount of Dividend which remains unpaid or unclaimed within the said period of 30 days, to a special account to be opened by the Company in that behalf in any scheduled bank called "● Unpaid Dividend Account ".

(b) Any money transferred to the unpaid Dividend account of the Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the Fund known as Investors Education and Protection Fund established under Section 205C of the Act.

(c) No unclaimed or unpaid Dividend shall be forfeited by the Board.

CAPITALISATION OF PROFITS

158. *Capitalisation of Profits*

(a) The Company in general meeting, may, on recommendation of the Board resolve:

(i) That it is desirable to capitalize any part of the amount for the time being standing to the credit of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution; and

(ii) That such sum be accordingly set free for distribution in the manner specified in the sub-clause (b) amongst the members who would have been entitled thereto if distributed by way of Dividend and in the same proportion.

(b) The sum aforesaid shall not be paid in cash but shall be applied, either in or towards:

(i) Paying up any amounts for the time being unpaid on shares held by such Members respectively

(ii) Paying up in full, unissued share of the Company to be allotted and distributed, credited as fully paid up, to and amongst such Members in the proportions aforesaid; or

(iii) Partly in the way specified in sub-clause (i) and partly that specified in sub clause (ii).

(c) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

(d) A share premium account and a capital redemption reserve account may, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

159. *Power of Directors for declaration of bonus issue*

(a) Whenever such a resolution as aforesaid shall have been passed, the Board shall:

(i) make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares, if any, and

(ii) generally do all acts and things required to give effect thereto.

(b) The Board shall have full power:

(i) to make such provisions, by the issue of fractional certificates or by payments in cash or otherwise as it thinks fit, in the case of shares or Debentures becoming distributable in fraction; and also

(ii) to authorize any person, on behalf of all the members entitled thereto, to enter into an agreement with the Company providing for the allotment to such Members,,,,, credited as fully paid up, of any further shares or Debentures to which they may be entitled upon such capitalization or (as the case may require) for the payment of by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to the capitalised of the amounts or any parts of the amounts remaining unpaid on the shares.

(c) Any agreement made under such authority shall be effective and binding on all such Members.

ACCOUNTS

160. *Books of Account to be kept*

(a) The Board of Directors shall cause true accounts to be kept of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure takes place, of all sales and purchases of goods by the Company, and of the assets, credits and liabilities of the Company.

(b) If the Company shall have a Branch Office, whether in or outside India, proper books of account relating to the transactions effected at the office shall be kept at that office, and proper summarised returns made up to date at intervals of not more than three months, shall be sent by Branch Office to the Company at its registered office or to such other place in India, as the Board thinks fit where the main books of the Company are kept.

(c) All the aforesaid books shall give a fair and true view of the affairs of the Company or of its Branch Office, as the case may be with respect to the matters aforesaid, and explain its transactions.

161. *Where Books of accounts to be kept*

The Books of Account shall be kept at the Registered Office or subject to the provisions of Section 209 of the Act, at such other place in India as the Directors think fit.

162. *Inspection by Members*

No member (not being a Director) shall have any right of inspecting any account or books or documents of the Company except as conferred by statute.

163. *Boards Report to be attached to Balance Sheet*

(a) Every Balance Sheet laid before the Company in General Meeting shall have attached to it a report by the Board of Directors with respect to the state of the Company's affairs, the amounts if any, which it proposes to carry to any Reserves in such Balance Sheet; and the amount, if any which it recommends to be paid by way of Dividend, material changes and commitments, if any, effecting the financial positions of the Company which have occurred between the end of the Financial Year of the Company to which the Balance Sheet related and the date of report.

(b) The report shall, so far as it is material for the appreciation of the state of the Company's affairs by its members and will not in the Board's opinion be harmful to the business of the Company or any of its subsidiaries deal with any changes which have occurred during the financial year in the nature of the Company's business, or in the Company's subsidiaries or in nature of the business carried on by them and generally in the classes of business in which the Company has an interest.

(c) The Boards Report shall also include a statement showing the name of every employee of the Company who was in receipt of such sum as remuneration as may be prescribed by the Act or the Central Government from time to time during the year to which the Report pertains.

(d) The Board shall also give the fullest information and explanation it its report in cases falling under the proviso to Section 222 on every reservation, qualification or adverse remark contained in the auditors Report.

(e) The Board shall have the right to charge any person being a Director with a duty of seeing that the provisions of sub-clauses (1) to (3) of this Article are complied with.

AUDIT

164. *Accounts to be audited*

Every Balance Sheet and Profit & Loss Account shall be audited by one or more Auditors to be appointed as hereinafter set out.

(a) The Company at the Annual General Meeting in each year shall appoint an Auditor or Auditors to hold office from the conclusion of that meeting until conclusion of the next Annual General Meeting and every Auditor so appointed shall be intimated of his appointment within seven days.

(b) Where at an Annual General Meeting, no Auditors are appointed, the Central Government may appoint a person to fill the vacancy.

(c) The Company shall within seven days of the Central Government's power under sub clause (c.) becoming exercisable, give notice of that fact to the Government.

(d) The Directors may fill any casual vacancy in the office of an Auditor but while any such vacancy continues, the remaining auditors (if any) may act. Where such a vacancy is caused by the resignation of an Auditor, the vacancy shall only be filled by the Company in General Meeting.

(e) A person, other than a retiring Auditor, shall not be capable of being appointed at an Annual General Meeting unless special notice of a resolution of appointment of that person to the office of Auditor has been given by a member to the Company not less than fourteen days before the meeting in accordance with Section 190 and the Company shall send a copy of any such notice to the retiring Auditor and shall give notice thereof to the Members in accordance with provisions of Section 190 and all the other provision of Section 225 shall apply in the matter. The provisions of this sub-clause shall also apply to a resolution that a retiring auditor shall not be re-appointed.

(f) The persons qualified for appointment as Auditors shall be only those referred to in Section 226 of the Act.

(g) None of the persons mentioned in Section 226 of the Act as are not qualified for appointment as auditors shall be appointed as Auditors of the Company.

165. *Audit of Branch Offices*

The Company shall comply with the provisions of the Act in relation to the audit of the accounts of Branch Offices of the Company.

166. *Remuneration of Auditors*

The remuneration of the Auditors shall be fixed by the Board as authorised in General Meeting from time to time.

167. *Service of document on the Company*

A document may be served on the Company or an Officer by sending it to the Company or Officer at Registered Office of the Company by post under a certificate of posting or by Registered Post, or by leaving it at the Registered Office.

SERVICE OF DOCUMENTS AND NOTICE

168. *How -Document is to be served on members*

(a) A document (which expression for this purpose shall be deemed to have included and include any summons, notice requisition, process order, judgment or any other document in relation to or in winding up of the Company) may be served or sent to the Company on or to any Member either personally or by sending it by post to his registered address or (if he has no registered address in India) to the address, if any, within India supplied by him to the Company for the service of notice to him.

(b) All notices shall, with respect to any registered share to which persons are entitled jointly, be given to whichever of such persons is named first in the Register and the notice so given shall be sufficient notice to all the holders of such share.

(c) Where a document is sent by post:

(i) Service thereof shall be deemed to be effected by properly addressing, paying and posting a letter containing the notice provided that where a Member has intimated to the Company in advance that documents should be sent to him under a certificate of posting or by registered post without acknowledgement due and has deposited with the Company a sum sufficient to defray expenses of doing so, service of the documents shall not be deemed to be effected unless it is sent in the manner intimated by the Member, and

(ii) Unless the contrary is provided, such service shall be deemed to have been effected

(A) In the case of a notice of a meeting, at the expiration of forty-eight hours the letter containing the notice is posted; and

(B) In any other case, at the time at which the letter would be delivered in ordinary course of post.

169. *Members to notify address in India*

Each registered holder of shares from time to time notify in writing to the Company such place in India to be registered as his address and such registered place of address shall for all purposes be deemed to be his place or residence.

170. *Service on members having no registered address*

If a Member has no registered address in India, and has not supplied to the Company and address within India, for the giving of the notices to him, a document advertised in a newspaper circulating in the neighborhood of Registered Office of the Company shall be deemed to be duly served to him on the day of which the advertisement appears.

171. *Service on persons acquiring shares on death or insolvency of members*

A document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a Member by sending it through the post in a prepaid letter addressed to them by name or by the title or representatives of the deceased, assignees of the insolvent by any like description at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled,,,,, or (until such an address has been so supplied) by serving the document in any manner in which the same might have been served as if the death or insolvency had not occurred.

172. *Persons entitled to notice of general meetings*

Subject to the provisions of the Act and these Articles, notice of general meeting shall be given:

(i) To the Members of the Company as provided by these presents

(ii) To the persons entitled to a share in consequence of the death or insolvency of a Member.

(iii) To the Auditors for the time being of the Company; in the manner authorised by as in the case of any Member or Members of the Company.

173. *Notice by advertisement*

Subject to the provisions of the Act any document required to be served or sent by the Company on or to the Members, or any of them and not expressly provided for by these presents, shall be deemed to be duly served or sent if advertised in a newspaper circulating in the District in which the Registered Office is situated.

174. *Members bound by document given to previous holders*

Every person, who by the operation of law, transfer or other means whatsoever, shall become entitled to any shares shall be bound by every document in respect of such share which, previously to his name and address being entered in the register, shall have been duly served on or sent to the person from whom he derived his title to such share.

175. Any notice to be given by the Company shall be signed by the Managing Director or by such Director or Officer as the Directors may appoint. The signature to any notice to be given by the Company may be written or printed or lithographed.

AUTHENTICATION OF DOCUMENTS

176. *Authentication of documents and proceedings*

Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the Company may be signed by a Director, the Managing Director, the Manager, the Secretary or an authorised Officer of the Company and need not be under its Seal.

WINDING UP

177. *Application of assets*

Subject to the provisions of the Act as to preferential payment the assets of the Company shall, on its winding up, be applied in satisfaction of its liabilities pari passu and, subject to such application shall be distributed among the Members according to their rights and interests in the Company.

178. *Division of assets of the Company in specie among members*

If the Company shall be wound up whether voluntarily or otherwise, the liquidators may with sanction of a Special Resolution divide among the contributories in specie or kind any part of the assets of the Company and any with like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories of any of them, as the liquidators with the like sanction shall think fit, in case any share to be divided as aforesaid involve as liability to calls or otherwise any persons entitled under such division to any of the said shares may within ten days after the passing of the Special Resolution by notice in writing, direct the liquidators to sell his proportion and pay them the net proceeds, and the liquidators shall, if practicable, act accordingly.

INDEMNITY AND RESPONSIBILITY

179. *Director's and others' right to indemnity*

(a) Subject to the provisions of the Act, the Managing Director and every Director, Manager, Secretary and other Officer or Employee of the Company shall be indemnified by the Company against any liability and it shall be the duty of Directors, out of the funds of the Company to pay, all costs and losses and expenses (including travelling expenses) which any such Director, Officer or Employee may incur or become liable to by reason of any contract entered into or act or deed done by him as such Managing Director, Director, Officer or Employee or in any way in the discharge of his duties.

(b) Subject as aforesaid the Managing Director and every Director, Manager, Secretary or other Officer or Employee of the Company shall be indemnified against any liability incurred by them or in defending any proceeding whether civil or criminal in which judgment is given in their or his favour or in which he is acquitted or discharged or in connection with any application under Section. 633 of the Act in which relief is given to him by the court.

180. *Not responsible for acts of others*

(a) Subject to the provisions of Section 201 of the Act no Director or other Officer of the Company shall be liable for the acts, receipt, neglects or defaults of any other Director or Officer, or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Director for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person, Company or Corporation, with whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgment or over sight in his part or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties of his office of in relation thereto, unless the same happens through his own wilful act or default.

(b) Without prejudice to the generality foregoing it is hereby expressly declared that any filing fee payable or any document required to be filed with Register of Companies in respect of any act done or required to be done by any Director or other Officer by reason of his holding the said office, shall be paid and borne by the Company.

SECRECY CLAUSE

181. *Secrecy*

No Member shall be entitled to inspect the Company's works without the permission of the Managing Director or to require discovery of any information respectively any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, history of trade or secret process which may be related to the conduct of the business of the Company and which in the opinion of the Managing Director it will be inexpedient in the interest of the Members of the Company to communicate to the public.

182. *Duties of Officers to observe secrecy*

Every Director, Managing Directors, Manager, Secretary, Auditor, Trustee, Members of Committee, Officer, Servant, Agent, Accountant or other persons employed in the business of the Company shall, if so required by the Director before entering upon his duties, or any time during his term of office, sign a declaration pledging himself to observe secrecy relating to all transactions of the Company and the state of accounts and in matters relating thereto and shall by such declaration pledge himself not to reveal any of such matters which may come to his knowledge in the discharge of his official duties except which are required so to do by the Directors or any meeting or by a court of Law and except so far as may be necessary in order to comply with any of the provision of these Articles or law.

SECTION IX – OTHER INFORMATION

MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

The following Contracts (not being contracts entered into in the ordinary course of business carried on by the Company or entered into more than two years before the date of this Red Herring Prospectus) which are or may be deemed material have been entered or to be entered into by the Company. These Contracts, copies of which have been attached to the copy of this Red Herring Prospectus, delivered to the Registrar of Companies, Bangalore for registration and also the documents for inspection referred to hereunder, may be inspected at the registered office of the Company from 10.00 am to 4.00 pm on working days from the date of the Red Herring Prospectus until the Bid/Issue Closing Date.

Material Contracts to the Issue

1. Letters of appointment dated November 27, 2009 to the BRLMs from our Company appointing them as the BRLMs.

2. Issue Agreement dated November 27, 2009 among the Company and the BRLMs.

3. Registrar Agreement dated November 18, 2009 executed by the Company with the Registrar to the Issue.

4. Letter dated September 17, 2010 appointing the Monitoring Agency

5. Escrow Agreement dated [●] among the Company, the BRLMs, Escrow Collection Banks and the Registrar to the Issue.

6. Syndicate Agreement dated [●] among the Company, the BRLMs and the Syndicate Member.

7. Underwriting Agreement dated [●] among the Company, the BRLMs and the Syndicate Member.

Material Documents

1. Memorandum and Articles of Association of the Company as amended.

2. Certificate of incorporation dated June 4, 1997 and certificates for the subsequent name changes.

3. Shareholders' resolutions dated November 10, 2009 in relation to the Issue and other related matters.

4. Resolution of the Board of Directors dated November 10, 2009 authorising the Issue.

5. Report of the Auditor, Deloitte, Haskins & Sells, Chartered Accountants, dated Septmber 16, 2010 prepared as per Indian GAAP and mentioned in this Red Herring Prospectus.

6. Report on statement of tax benefits dated September 16, 2010 as contained in the Red Herring Prospectus.

7. Copies of annual reports of the Company for the last five Fiscals.

8. Consents of the Auditor, Deloitte, Haskins & Sells, Chartered Accountants, for inclusion of their report on accounts in the form and context in which they appear in this Red Herring Prospectus.

9. Consents of Auditor, Bankers to the Company, the BRLMs, Syndicate Member, Registrar to the Issue, Banker to the Issue, Architects, Legal Counsel for Land Summarization, Domestic

Legal Counsel to the Company, Domestic Legal Counsel to the Underwriters, International Legal Counsel to the Underwriters, Directors of the Company, Company Secretary and Compliance Officer, as referred to, in their respective capacities.

10. Sale deed dated March 31, 2005 entered into between our Company and Goshree Islands Development Authority.

11. Sale deed dated June 8, 2005 entered into between our Company and Daata Builders Private Limited.

12. Sale deed dated May 31, 2006 entered into between Prestige Whitefield Investments and Developers Private Limited and Graphite India Limited.

13. Sale deed dated February 3, 2010 entered into between the Company and Suresh Vallbji and M. N. Chittiappa with Wildflower Estates and Resorts Private Limited as confirming party

14. Sale deed dated December 17, 2009 entered into between Madhura Coats Private Limited and our Company

15. Sale deed dated September 23, 2005 entered into between our Company and Highland Enterprises.

16. Lease cum sale deed dated January 7, 2007 entered into between KIADB and Exora Business Parks Private Limited.

17. Agreement dated May 26, 2006 entered into between our Company and Vijaya Productions Private Limited.

18. Agreement dated May 28, 2010 entered into between our Company and K. K. Malpani.

19. Agreement dated February 5, 2005 entered into between our Company and Chaitanya Properties Private Limited

20. Agreement dated October 30, 2008 entered into by Northland Holding Company Private Limited in relation to Prestige Golfshire.

21. Joint development agreement dated July 31, 2006 entered into by Prestige Estates Projects Limited with B.M. Farookh and Coastal Constructions in relation to the Mangalore Forum Mall.

22. Deed of Assignment dated January 31, 2008 executed by Prestige Estates Projects Limited in favour of Mangalore Retail Ventures Private Limited.

23. Joint development agreement July 2, 2008 entered into between our Company and Chaitanya Properties Private Limited.

24. Joint development agreement dated July 27, 2007 entered into between our Company and Bilquis Hussain and others.

25. Joint development agreement dated April 19, 2006 entered into between our Company, Ramachandra and others.

26. Six sale deeds each dated July 30, 2007 entered into between our Company and (i) Ultramarine Property Developers Private Limited; (ii) Vijay Kumar Reddy and others; and (iii) Sudhakar Reddy and others.

27. Agreement to sell dated September 16, 2005 entered into between our Company and Stella Subbaiah and others.

28. Assignment Agreement dated July 8, 2006 between Eden Investment and Estates, Leonard Armando Menzes and Angelo Machado Breganca.

29. Memorandum of Assignment dated July 11, 2006 between Eden Investment and Estates, our Company, Leonard Armando Menzes, Angelo Machado Breganca and Aparna Rajendra Deshprabhu and others.

30. Sale deed dated November 25, 2006 entered into between Susan Gita Thomas, Ela Thomas and Tripti Thomas and our Company.

31. Sale deed dated November 25, 2006 entered into between Ramesh Sadhwani and our Company.

32. Sale deed dated August 30, 2006 entered into between Joy Ice-Creams (Bangalore) Private Limited and and M/s. Wildflower Estate and Resorts Private Limited and our Company.

33. Sale deed dated February 14, 2006 entered into between Joy Ice-Creams (Bangalore) Private Limited and M/s. Wildflower Estate and Resorts Private Limited and our Company.

34. Sale deed dated February 18, 2006 between Om Lachman Java, Joy Ice-Creams (Bangalore) Private Limited, Wildflower Estate and Resorts Private Limited and our Company.

35. Sale deed dated February 14, 2006 between Joy Ice-Creams (Bangalore) Private Limited, Wildflower Estate and Resorts Private Limited and our Company.

36. Certificates from the Architects.

37. Land title opinions.

38. In-principle listing approval dated January 8, 2010 and January 21, 2010 from the NSE and BSE respectively.

39. Agreement among NSDL, the Company and the Registrar to the Issue dated February 1, 2010.

40. Agreement among CDSL, the Company and the Registrar to the Issue dated February 4, 2010.

41. Due diligence certificate dated November 27, 2009 to SEBI from the BRLMs.

42. SEBI observation letter dated April 13, 2010 and the Company's in-seriatim reply to the same dated September 20, 2010.

43. IPO Grading report by ICRA dated September 13, 2010.

44. Framework agreement dated January 16, 2008 executed amongst CapitaLand Retail India Investments Private Limited, our Company, our Promoters, Badrunissa Irfan, Almas Rezwan and Sameera Noaman for construction and development of retail malls.

45. Joint venture agreement dated January 16, 2008 executed amongst our Company, Pinnacle One Limited and Prestige Whitefield Investment and Developers Private Limited.

46. Joint venture agreement dated January 16, 2008 executed amongst our Company, CapitaRetail Mysore and Prestige Mysore Retail Ventures Private Limited.

47. Joint venture agreement dated January 16, 2008 executed amongst our Company, Pinnacle Two Limited and Prestige Mangalore Retail Ventures Private Limited.

48. Share subscription cum shareholders' agreement dated February 15, 2007 executed amongst our Company, Red Fort India Real Estate Holdco I L.L.C and Exora Business Parks Private Limited and the amendment to the same dated January 12, 2010.

49. Investment and shareholders agreement dated July 4, 2008 executed amongst our Company, Red Fort India Real Estate Bahadur and Thalestries Holdings Limited and Valdel Xtent Outsourcing Private Limited.

50. Share subscription and share holders' agreement dated May 18, 2007 executed amongst our Company, Red Fort India Real Estate I Jahangir L.L.C and Chamous Investments Limited and Prestige Bidadi Holdings Private Limited.

51. Subscription cum shareholders agreement dated January 18, 2008 executed amongst Urban Infrastructure Opportunities Fund, our Company and Prestige Construction Ventures Private Limited.

52. Joint venture agreement dated December 1, 2008 executed by and amongst CapitaRetail Hyderabad Mall (Mauritius) Limited, our Company, Babji Realtors Private Limited and certain other shareholders who are defined in the agreement.

53. Joint venture agreement dated October 11, 2006 executed between our Company and Thomsun Realtors Private Limited on for the construction and development of the Forum Mall at Cochin.

54. Joint venture agreement dated April 17, 2008 by and amongst CapitaRetail Cochin, our Company, Thomsun Realtors Private Limited and the promoters of Thomsun Realtors Private Limited for the purpose of development of the Forum Mall at Cochin.

55. Joint venture agreement dated January 16, 2008 executed by and amongst CapitaRetail Bangalore Limited, our Company, Prestige Garden Constructions Private Limited and Irfan Razack, Rezwan Razack, Noaman Razack, Anjum Ara, Atheeq Sulaiman, Mohammed Nauman Naji, Mohammed Salman Naji, Sirajuddin.

56. Security holders' agreement dated August 26, 2008 executed by and amongst our Company, Red Fort India Real Estate Humanyun L.L.C and Prestige Projects Private Limited.

57. Project Management and Marketing Agreement dated January 16, 2006 executed by Silverline Estates with our Company for the management and supervision of Kensington Gardens.

Any of the contracts or documents mentioned in this Red Herring Prospectus may be amended or modified at any time if so required in the interest of the Company or if required by the other parties, without reference to the shareholders subject to compliance of the provisions contained in the Companies Act and other relevant statutes.

DECLARATION

We, the Directors of the Company, declare that all relevant provisions of the Companies Act, 1956, and the guidelines issued by the GoI or the regulations issued by Securities and Exchange Board of India, applicable, as the case may be, have been complied with and no statement made in this Red Herring Prospectus is contrary to the provisions of the Companies Act, 1956, the Securities and Exchange Board of India Act, 1992 or the rules made thereunder or regulations issued, as the case may be, and that all approvals and permissions required to carry on our business have been obtained, are currently valid and have been complied with, and that directly or indirectly we hold or have an interest in the Land Reserves. We further certify that all the statements in this Red Herring Prospectus are true and correct.

Signed by the Directors of the Company

Irfan Razack Chairman and Managing Director	Sd/-
Rezwan Razack Joint Managing Director	Sd/-
K. Jagdeesh Reddy Independent Director	Sd/-
B.G. Koshy Independent Director	Sd/-
Noor Ahmed Jaffer Independent Director	Sd/-
Dr. Pangal Ranganath Nayak Independent Director	Sd/-

Venkata K. Narayana
Chief Financial Officer
Sd/-

Lalitha Kini
Company Secretary and Compliance Officer
Sd/-

Date: October 5, 2010
Place: Bangalore

ANNEXURE - GRADING RATIONALE FOR IPO GRADING

ICRA has assigned an IPO Grade 3, indicating average fundamentals, to the proposed Initial Public Offer (IPO) of Prestige Estates Projects Limited (PEPL). ICRA assigns IPO gradings on a five-point scale of IPO Grade 5 through to IPO Grade 1, with Grade 5 indicating strong fundamentals and Grade 1 indicating poor fundamentals.

Prestige Estates Projects Limited (PEPL) is proposing to come out with an Initial Public Offer to raise fresh equity of Rs. 1200 crores, through the book building route. Post the IPO, the shares will be listed on the Bombay Stock Exchange (BSE) and the National Stock Exchange (NSE). The IPO proceeds are proposed to be used primarily for financing ongoing & under development projects, investment in subsidiaries, acquisition of land, and repayment of loans.

The IPO grade assigned by ICRA takes into account PEPL's proven track record in executing projects in Bangalore with reputation for quality delivery of the projects; the good market response for PEPL's ongoing residential projects, reflected by a high level of bookings and customer advances that is expected to result in healthy growth in revenues and profitability going forward; and relatively low commitment in terms of land payments due to its business model of entering into Joint Development Agreements (JDA) with the land owners for most of the projects, which would result in comparatively lower capital intensity for the business . The grading also considers the strong portfolio of rental yielding assets in commercial as well as retail segments that would provide a steady cash flow to the company and the benefits expected from the partnership with CapitaLand Retail India Investments Private Limited for mall developments. ICRA also notes that the revival in sentiments in real estate market esp. in residential segment as indicated by lowering of inventory and steady transactions augurs well for the company.

The grading is, however, constrained by PEPL's increased exposure to commercial projects in medium term which would result in high funding requirements despite the JDA model and the single market concentration risk as currently group's operations are largely concentrated in Bangalore. ICRA notes that PEPL is diversifying into newer geographies like Mangalore, Kochin and Hyderabad, however its ability to compete and execute projects in these areas, as well as ensure market acceptance for the same, are yet to be demonstrated. ICRA also notes that despite improving sentiments, the sluggish demand in commercial and retail segment can be a potential challenge for the company given that the company has a fairly large portfolio of on-going projects under execution in these segments. Also the company's profitability ratios and return parameters have historically been low primarily due to some large projects which had comparatively low margins. While ICRA expects profitability to improve going forward due to several premium ongoing projects, the company's revenue and profitability in the near term would be guided by a few very large scale projects like "Golfshire", "Shantiniketan" and "White Meadows". Any delay in executing these projects, or less than anticipated sales and collections could impact the financial performance significantly.

Company Profile

Prestige Estates Projects Limited (PEPL) is the flagship company of Prestige Group - a leading real estate developer of South India, engaged in development of integrated townships, hotels, resorts, spa, industrial parks, golf course, retail malls, high-end residential & commercial complexes, etc. The Prestige group was founded in 1986 by Mr. Razack Sattar. The company commenced operations as a partnership and later was registered as a private limited company with the name Prestige Estates Projects Private Limited. Finally the company was converted into a public limited company on November 10, 2009 with the name Prestige Estates Projects Limited.

Prestige Group has over 24 years of experience in real estate development, and is one of the leading real estate development companies in south India. Prestige Group has completed 142 real estate projects of approximately 27.09 million sq. ft. It has developed a diversified portfolio of real estate development projects focusing on projects in the residential (including apartments, villas, plotted developments and integrated townships), commercial (including corporate office blocks, built-to-suit facilities, technology parks and campuses and SEZs), hospitality (including hotels, resorts and serviced accommodation) and retail (including shopping malls) segments of the real estate industry. The Group currently owns or holds development rights for ~53 million sq. ft. of developable area, which includes

24.49 million sq. ft. of saleable area and 9.64 million sq. ft. of leasable area. Promoters have been associated with the real estate business since 1981.

PEPL, on consolidated basis, recorded operating income of Rs 1086.00 crores with profit after tax of Rs 129.44 crores in FY2010. The corresponding figures in FY2009 were 916.15 crores and 70.73 crores respectively.

Sep 2010

Disclaimer: *Notwithstanding anything to the contrary: An ICRA IPO grade is a statement of current opinion of ICRA and is not a statement of appropriateness of the graded security for any of the investors. Such grade is assigned with due care and caution on the basis of analysis of information and clarifications obtained from the issuer concerned and also other sources considered reliable by ICRA. However, ICRA makes no representation or warranty, express or implied as to the accuracy, authenticity, timelines, or completeness of such information. An ICRA IPO grade is not (a) a comment on the present or future price of the security concerned (b) a certificate of statutory compliance and/or (c) a credit rating. Further the ICRA IPO grade is not a recommendation of any kind including but not limited to recommendation to buy, sell, or deal in the securities of such issuer nor can it be considered as an authentication of any of the financial statements of the company and ICRA shall not be liable for any losses incurred by users from any use of the grade in any manner. It is advisable that the professional assistance be taken by any prospective investor in the securities of the company including in the fields of investment banking, tax or law while making such investment. All services and information provided by ICRA is provided on an "as is" basis, without representations and warranties of any nature.*

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