



SURUCHI PROPERTIES PRIVATE LIMITED

Regd Office: No. 10/1 Ground Floor, Lakshminarayana Complex,
Palace Road, Bangalore - 560 001

Corp Office: JP Techno Park, 4th Floor, 3/1 Millers' Road, Bangalore - 560001

CIN: U45201KA2003PTC064723

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NOTICE OF EXTRA-ORDINARY GENERAL MEETING:

[Pursuant to section 101 of the Companies Act, 2013 and Companies (Management and Administration) Rules, 2014]

To,
The Members,

Notice is hereby given that the Extra-ordinary General Meeting of the members of the Company will be held at a shorter notice on Tuesday, the 20th Day of May, 2025 at 10.00 A.M. at JP Techno Park, 4th Floor, 3/1, Millers Road, Bangalore - 560 001 to transact the following businesses:

SPECIAL BUSINESS:

1. TO APPROVE THE ISSUANCE OF INR DENOMINATED, SENIOR, SECURED, RATED AND LISTED NON-CONVERTIBLE DEBENTURES (NCDS) ON A PRIVATE PLACEMENT BASIS

To consider and if thought fit, to pass with or without modifications, the following resolution as a **Special Resolution**:

"RESOLVED THAT in accordance with Section 42, 71, 179 and all other applicable provisions, if any, of the Companies Act, 2013, proviso to Rule 14(2)(a) of Companies (Prospectus and Allotment of Securities) Rules, 2014 and other applicable rules under the Companies Act, 2013 (including statutory modification thereof and any circulars, notifications, clarifications, rules passed thereunder from time to time) and in accordance with the memorandum and articles of association of the Company, and subject to such approvals, consents, sanctions, permissions as may be necessary from all appropriate statutory and regulatory authorities, and subject to such conditions and modifications as may be prescribed by the respective statutory and/or regulatory authorities while granting such approvals, consents, sanctions, permissions which may be agreed to by the Board, approval be and is hereby provided for issue and allotment of up to 45,000 INR denominated, senior, secured, rated and listed non-convertible debentures with nominal value of INR 1,00,000/- (Indian Rupees one lakh only) each, aggregating to not more than INR 450,00,00,000/- (Indian Rupees four hundred and fifty crore only) ("**Debentures**") to alternate investment funds registered with the Securities and Exchange Board of India, financial institutions, any banks, non-banking financial companies, mutual funds, foreign portfolio investors, financial institutions, or other investors ("**Identified Investors**"), on a private placement basis in dematerialized form ("**Issue**"), the proceeds of which will be utilized, *inter alia*, towards refinancing of the existing debt availed by the Company by way of issuance of non-convertible debentures aggregating up to INR 450,00,00,000/- (Indian Rupees four hundred and fifty crore only), as more particularly detailed in the debenture trust deed dated 31 January 2024 between the Company and Vistra ITCL (India) Limited (as may be amended, supplemented or modified from time to time), in accordance with the terms and conditions of the debenture trust deed (the "**Debenture Trust Deed**") to be executed in relation to the issue of Debentures between the Company and Vistra ITCL (India) Limited



acting as the debenture trustee (the "**Debenture Trustee**"), in compliance with Applicable Law.

RESOLVED FURTHER THAT the members hereby approve the appointment of Vistra ITCL (India) Limited as the debenture trustee in respect of the proposed issuance of the Debentures, on the terms and conditions as may be agreed between the Issuer and the Debenture Trustee in the debenture trustee agreement ("**Debenture Trustee Agreement**").

RESOLVED FURTHER THAT in respect of the issuance of the Debentures, the Board be and is hereby authorized to:

- (a) prepare, issue and circulate the general information document and the key information document(s) setting out the terms and conditions of the issuance of the Debentures (the "**Disclosure Document(s)**"), prepared in accordance with the provisions of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, applicable provisions of the Companies Act, 2013, if any, and all other applicable provisions of law, rules and regulations, as amended, supplemented, modified or replaced from time to time); and
- (b) maintain complete records of the private placement offers in Form PAS-5, and to file returns of allotment of securities in Form PAS-3 and file necessary forms with the relevant registrar of companies in accordance with the Companies Act, 2013 in relation to the Debentures.

RESOLVED FURTHER THAT pursuant to the provisions of Sections 42 and 71 and other relevant provisions of the Companies Act, 2013 and the memorandum and articles of association of the Company, consent of the members be and is hereby accorded to the Board of Directors to allot the Debentures in dematerialized form, on the terms and conditions to be set out in the Debenture Trust Deed, any other transaction documents in relation to the Debentures as may be approved by the Board (including all amendments and modifications (howsoever fundamental) to such transaction documents) and the Disclosure Document(s).

RESOLVED FURTHER THAT the approval of shareholders is hereby accorded to the Company to create the following security for the due performance and discharge by the Company of its obligations and liabilities in relation to the Debentures:

- (a) a first ranking exclusive charge, by way of mortgage, by the Company over (A) certain identified immovable properties situated at Kodihalli Village, Varthur Hobli, Off Hal Airport Road, Bangalore East held by the Company ("**Company Land**"), (B) all of its rights and advantages arising out of the Company Land together with its development rights in respect of the project 'Century Regalia' situated on the Company Land ("**Company Project**"), all present and future immovable assets of the Company Project and all other properties and rights whatsoever in respect thereof from time to time, and any other area that can be monetized in the Company Project, (C) all of its rights and interests under: (a) the title documents in respect of the Company Project and all rights and interests in any contract entered into by the Company in relation to the Company Project; and (b) any authorisations in respect of the Company Project, and (D) all of its assets (including but not limited to the accounts, the account assets, the receivables, the intellectual property, current assets and the movable fixed assets in relation to the Company Project) in accordance with the terms of the indenture of mortgage to be entered into between the Company, Century Prime Properties Private Limited ("**CPPPL**"), Century Joint Developments Private Limited ("**CJDPL**"), M/s Century Northside ("**CN**"), Mr. P. Ravindra Pai ("**Promoter 2**"), Mr. M. Narayanaswamy, Mr. M. Babu, Mr. M. Nagaraj,



Mr. M. Srinivas (collectively, "**Co-Mortgagors**") and the Debenture Trustee ("**Indenture of Mortgage**"), for the due performance and discharge by the Company of its obligations and liabilities in relation to the Debentures;

- (b) a first ranking exclusive charge, by way of mortgage, by CN over (A) certain identified immovable properties situated at Kadathanamale Village, Hesarghatta Hobli, Yelahanka Taluk, Bangalore held by CN ("**CN Land**"), (B) all of its rights and advantages arising out of the CN Land together with its development rights in respect of the project 'Century Wintersun - Phase 2' situated at the CN Land ("**CN Project**"), all present and future immovable assets of the CN Project and all other properties and rights whatsoever in respect thereof from time to time, and any other area that can be monetized in the CN Project, (C) all of its rights and interests under: (a) the title documents in respect of the CN Project and all rights and interests in any contract entered into by CN in relation to the CN Project; and (b) any authorisations in respect of the CN Project, and (D) all of its assets (including but not limited to the accounts, the account assets, the receivables, the intellectual property, current assets and the movable fixed assets in relation the CN Project) in accordance with the terms of the Indenture of Mortgage;
- (c) a first ranking exclusive charge, by CPPPL over its accounts, the account assets, the receivables and all rights and interests in any contract entered into by CPPPL in relation the CN Project) in accordance with the terms of the Indenture of Mortgage;
- (d) a first ranking exclusive charge, by CJDPL over the 99% partnership interest of CN held by CJDPL, in accordance with the terms of the Indenture of Mortgage;
- (e) a first ranking exclusive charge, by the Promoter 2 over the 1% partnership interest of CN held by the Promoter 2, in accordance with the terms of the Indenture of Mortgage;
- (f) a first ranking exclusive charge, by way of mortgage, by the Co-Mortgagors over (A) certain identified immovable properties held by the Co-Mortgagors ("**Co-Mortgagors' Land**") relating to the project 'Century Regalia' situated on Kodihalli Village, Varthur Hobli, Off Hal Airport Road, Bangalore East, (B) all rights of each Co-Mortgagor in the assets relating to the project known as 'Century Regalia', and (C) all of their rights under: (a) the title documents; and (b) any authorisations, in respect of the project known as 'Century Regalia', in accordance with the terms of the Indenture of Mortgage;
- (g) a first ranking exclusive pledge by each of CJDPL and the Promoter 2 (as nominee of CJDPL) over the shares and securities of the Company constituting 100% of the share capital of the Company (on a fully diluted basis), in accordance with the terms of the pledge agreement to be entered into between CJDPL, the Promoter 2, the Company and the Debenture Trustee ("**Pledge Agreement**");
- (h) a first ranking exclusive charge over the designated interest service reserve amounts maintained in relation to the Debentures in the relevant Account; and
- (i) any other security and / or such other guarantee as may be required by the Debenture Trustee from time to time.

RESOLVED FURTHER THAT approval is hereby provided for the following:

- (a) The Debentures will be guaranteed by:
 - (i) CN and CJDPL in accordance with the terms of the deed of guarantee to be entered into between CN, CJDPL and the Debenture Trustee ("**Deed of Corporate Guarantee**") as per the terms of which CN and CJDPL will be providing corporate guarantees, guaranteeing the obligations of all the obligors in relation to the Debentures;
 - (ii) Mr. P Ashwin Pai ("**Promoter 1**"), the Promoter 2 in accordance with the terms of the deed of guarantee to be entered into between the Promoter 1, the Promoter 2 and the Debenture Trustee ("**Deed of Personal Guarantee**") as per the terms of



- which the Promoter 1 and the Promoter 2 will be providing personal guarantees, guaranteeing the obligations of all the obligors in relation to the Debentures; and
- (iii) CN, CJDPL, the Promoter 1 and the Promoter 2 by providing a shortfall undertaking in the event the Company is unable to meet its payment obligations in relation to the Debentures.
- (b) The Debentures will further be secured by way of issue of post-dated cheques (payable in high value clearing zone or payable at par) issued by the Company, made payable to the Debenture Trustee for expected coupon and redemption amounts payable on relevant dates ("**Post-dated Cheques**").
- (c) The Company, the Debenture Trustee and Axis Bank Limited (the "**Issuer Account Bank**") will enter into an accounts agreement (the "**Designated Account Agreement**") for the maintenance and operation of a current account titled as 'Suruchi Properties Private Limited - Debentures Subscription Account' to be opened with the Account Bank in which *inter alia* the proceeds of the Debentures will be deposited (the "**Designated Account**").
- (d) The Company, the Debenture Trustee and the Issuer Account Bank will enter into an accounts agreement (the "**Issuer Accounts Agreement**") for the maintenance and operation of the following accounts: (i) an account titled as 'Suruchi Properties Private Limited - Debentures Payments Account' opened with the Account Bank for *inter alia* making payments in relation to the Debentures (the "**Debentures Payment Account**"); (ii) an account titled as 'Suruchi Properties Pvt Ltd- Suruchi Properties Private Limited- Collection Account (Project 1)' opened with the Account Bank in which *inter alia* all receivables from the Tower 1 of the Company Project will be deposited (the "**Issuer Master Collection Account (Tower 1)**"); (iii) an account titled as 'Suruchi properties Pvt Ltd- Suruchi Properties Private Limited- Collection Account (Project 2)' opened with the Account Bank in which *inter alia* all receivables from the Tower 2 of the Company Project will be deposited (the "**Issuer Master Collection Account (Tower 2)**"); (iv) an account titled as 'Suruchi Properties Pvt Ltd- Suruchi Properties Private Limited RERA Designated Account for Century Regalia (Project 1)' opened with the Account Bank in which *inter alia* 70% of the amounts standing to the credit of the Issuer Master Collection Account (Tower 1) will be deposited (the "**Issuer RERA Designated Account (Tower 1)**"); (v) an account titled as 'Suruchi properties Pvt Ltd- Suruchi Properties Private Limited RERA Designated Account for Century Regalia (Project 2)' opened with the Account Bank in which *inter alia* 70% of the amounts standing to the credit of the Issuer Master Collection Account (Tower 2) will be deposited (the "**Issuer RERA Designated Account (Tower 2)**"); (vi) an account titled as 'Suruchi Properties Pvt Ltd - Project Account (Project 1)' opened with the Account Bank for *inter alia* payment of statutory dues, transferring payments to the Debenture Payment Account, payment of project costs in relation to the Tower 1, and payment of any other sums under the Transaction Documents (the "**Issuer Project Account (Tower 1)**"); and (vii) an account titled as 'Suruchi Properties Pvt Ltd - Project Account (Project 2)' opened with the Account Bank for *inter alia* payment of statutory dues, transferring payments to the Debenture Payment Account, payment of project costs in relation to the Tower 2, and payment of any other sums under the Transaction Documents (the "**Issuer Project Account (Tower 2)**"), in accordance with the terms of the Transaction Documents.
- (e) CN, the Debenture Trustee and Axis Bank Limited (the "**CN and CPPPL Account Bank**") will enter into an accounts agreement (the "**CN and CPPPL Accounts Agreement**") for the maintenance and operation of the following accounts: (i) an account titled as



'Century Wintersun Phase 2 Collection Account' opened with the CN Account Bank in which *inter alia* all receivables from the CN Project will be deposited (the "**CN Master Collection Account**"); (ii) an account titled as 'Century Northside RERA Designated Account for Century Wintersun Phase 2' opened with the CN Account Bank in which *inter alia* 70% of the amounts standing to the credit of the CN Master Collection Account will be deposited (the "**CN RERA Designated Account**"); (iii) an account titled as 'Century Northside - Project Account' opened with the CN Account Bank for *inter alia* payment of statutory dues, payment towards the outstanding obligation in relation to the Debentures, payment of project costs in relation to the CN Project, and payment of any other sums under the Transaction Documents (the "**CN Project Account**"), and (iv) an account titled as 'Century Prime Properties Private Limited' opened with the CN and CPPPL Account Bank in which *inter alia* certain receivables of CPPPL from the CN Project will be deposited (the "**CPPPL Account**"), in accordance with the terms of the Transaction Documents.

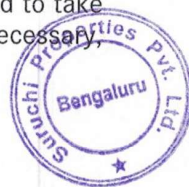
- (f) The Company CN, CJDPL, CPPPL (collectively, "**Corporate Obligors**"), certain creditors (including *inter alia* the group entities, and other related parties of the Corporate Obligors and the Debenture Trustee shall enter into a subordination agreement in respect of ranking and payments of the debt availed from such 'related parties' of the Corporate Obligors on the terms and conditions set out therein, in a form and manner acceptable to the Debenture Trustee (the "**Subordination Agreement**").

RESOLVED FURTHER THAT the terms of the Disclosures Document, and other documents as listed below required in connection with the issue of the Debentures (the drafts of which were tabled before the shareholders) and the terms and transactions contemplated therein be and are hereby approved:

- (a) the Disclosure Documents relating to the issuance of the Debentures;
- (b) the Debenture Trust Deed;
- (c) the Debenture Trustee Agreement;
- (d) the Pledge Agreement and related power of attorney(s);
- (e) the Indenture of Mortgage and related power of attorney(s);
- (f) the Deed of Corporate Guarantee;
- (g) the Deed of Personal Guarantee;
- (h) the Designated Account Agreement, the Issuer Accounts Agreement, the CN and CPPPL Accounts Agreement and such other account agreements as may be required in relation to the Debentures;
- (i) the Subordination Agreement;
- (j) Post-dated Cheques; and
- (k) such other documents including fee letters, side letters, undertakings, documents, powers of attorney, notices, certificates and any other instrument as may be required for the issuance of the Debentures which shall include amendments, modifications, supplements or any other ancillary documents in relation thereto.

(together referred to as the "**Transaction Documents**"), and the shareholders also hereby approve execution of any and all amendments and modifications (howsoever fundamental) to the Transaction Documents and the execution of all other agreements, instruments, guarantees, indentures, deeds, declarations, letters, writings and other documents (whether financing, security or otherwise) as required by the Debenture Trustee, or the holders of the Debentures in relation, or pertaining, to the transactions contemplated by, or in relation to the Debentures or the above documents.

RESOLVED FURTHER THAT for the purpose of giving effect to the aforesaid resolutions, the Board of Directors be and is hereby authorized to sign and file all necessary forms and other documents (including Form MGT - 14) as may be required by the statutory authorities including, the registrar of companies and to do all acts, matters, deeds and incidental things and to take all such steps and give all such directions as such the Board may consider necessary,



expedient or desirable in order to give effect to the above resolution and take all such steps as the Board in its absolute discretion deem necessary to settle any question that may arise in this regard without being required to seek any further consent or approval of the Members of the Company.

RESOLVED FURTHER THAT the Board be and is hereby authorized and empowered to arrange, settle and determine the terms and conditions (including without limitation, interest, repayment, security or otherwise) as it may think fit of such non-convertible debentures, and to do all such acts, deeds, and things, and to execute all such documents, instruments and writings as may be required to give effect to these resolutions.”

For and Behalf of the Board of Directors
For Suruchi Properties Private Limited



Sreedevi Ramchandran Pillai
Company Secretary (M No: A44460)
No. 10/1, Ground Floor
Lakshminarayana Complex, Palace Road
Bangalore - 560001

Place: Bangalore
Date: May 19, 2025

NOTES:

1. A member entitled to attend and vote at the meeting is ENTITLED to appoint one or more proxies to attend and on a poll, to VOTE instead of himself. A PROXY NEED NOT BE A MEMBER.
2. A person can act as proxy on behalf of members not exceeding fifty and holding in the aggregate not more than ten percent of the total share capital of the company carrying voting rights.
Provided that a member holding more than ten percent of the total share capital of the company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or shareholder.
3. Members/Proxies must bring the attendance slip (as attached) duly filled in for attending the meeting.
4. Corporate Members intending to send their authorized representative(s) to attend the Extra-ordinary General Meeting are requested to forward a certified copy of Board Resolution authorizing their representative to attend and vote at the Extra-ordinary General Meeting either to the Company in advance or submit the same at the venue of the General Meeting.
5. Relevant documents referred to in the accompanying notice are open for inspection by the Members at the registered office of the Company on all working days during the working hours of the Company.
6. Consent for Shorter Notice from Shareholders has been solicited, as the Company is not able to give a clear Notice period of 21 (Twenty one) days for an Extra-ordinary General Meeting in accordance with the Articles of Association of the Company. The forms for providing consent from Shareholders for Shorter Notice of the Extra-ordinary General Meeting is enclosed hereto and the Shareholders are required to provide the same, in any case, not later than the commencement of the Extra-ordinary General Meeting.
7. The route map showing directions to reach the venue of the Extra-ordinary General Meeting is annexed hereto.

For and Behalf of the Board of Directors
For Suruchi Properties Private Limited



Sreedevi Ramchandran Pillai
Company Secretary (M No: A44460)
No. 10/1, Ground Floor
Lakshminarayana Complex, Palace Road
Bangalore - 560001

Place: Bangalore
Date: May 19, 2025

EXPLANATORY STATEMENT PURSUANT TO SECTION 102(1) OF THE COMPANIES ACT, 2013:

AGENDA NO. 1: TO APPROVE THE ISSUANCE OF INR DENOMINATED, SENIOR, SECURED, RATED AND LISTED NON-CONVERTIBLE DEBENTURES (NCDS) ON A PRIVATE PLACEMENT BASIS

As per the provisions of Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, a company offering or making an invitation to subscribe to Non-convertible Debentures ("**Debentures**" or "**NCD**") on a private placement basis, is required to obtain the prior approval of the shareholders by way of a Special Resolution.

In order to augment resources and meet its working capital requirements, the Company proposes to issue and allot INR denominated, senior, rated, secured and listed non-convertible debentures with nominal value of INR 1,00,000/- (Indian Rupees one lakh only) each, aggregating to not more than INR 450,00,00,000/- on a Private Placement Basis, in one or more series and/or tranches, to the eligible investors in accordance with the provisions of Sections 42 and 71 and all other applicable provisions, if any, of the Companies Act, 2013 ("**the Act**") and the rules and regulations made thereunder

S. No.	Name of the identified proposed allottee	Addresses of the identified proposed allottee
1	Standard Chartered Bank - IFSC Gift City - ODI	1 Basinghall Avenue, London EC2V 5DD
2	Nomura Investments (Singapore) Pte. Ltd	10 Marina Boulevard, Marina Bay Financial Centre Tower 2, #36-01, Singapore 018983

It is further informed to the shareholders that the Company has secured the repayment of Debentures, by way of creation of pledge, hypothecation and mortgage, the details of which have been provided in the table below. The disclosures as required under Section 42 of the Companies Act, 2013 as amended from time to time (the Act) and Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 as amended from time to time (the Rules) are as under:

Particulars of offer including date of passing the Board Resolution	Proposed issuance of up to 45,000 INR denominated, senior, secured, rated and listed non-convertible debentures (" Debentures ") of face value of INR 1,00,000/- (Rupees One Lakh only) each in one or more series and/or tranches, for an aggregate amount up to INR 450,00,00,000/- (Rupees Four Hundred and Fifty Crores only) on a Private Placement basis. The issue has been approved by the Board of Directors vide Board Resolution dated May 19, 2025.
Kind of Securities offered	INR denominated, senior, secured, rated and listed non-convertible debentures of face value INR 1,00,000/- (Rupees One Lakh only) each.



Objects of the Issue	For refinancing the debt availed by the Company, for meeting working capital requirements and for any other purpose as per the Transaction Documents.
Basis or Justification for the price (including premium, if any) at which the offer or invitation is being made	Debentures are being issued at par
Name and address of the Valuer who performed valuation	Not Applicable
Amount which the company intends to raise by way of such securities:	Amount aggregating up to INR 450,00,00,000/- (Rupees Four Hundred and Fifty Crores only) in one or more series and/or tranches.

Material Terms of raising such securities:

Coupon Rate: 10% p.a payable quarterly

Tenure: 36 months

The Debentures will be redeemed as per the schedule redemption dates set out below:

Date
End of 18 months from the Deemed Date of Allotment
End of 24 months from the Deemed Date of Allotment
End of 30 months from the Deemed Date of Allotment
End of 36 months from the Deemed Date of Allotment

Security:

- (a). First ranking exclusive charge by way of mortgage by the Company over (A) certain identified immovable properties held by the Company situated at Company situated at Kodihalli Village, Varthur Hobli, Off Hal Airport Road, Bangalore East ("**Company Land**"), (B) all of its rights and advantages arising out of the Company Land together with its development rights in respect of the project 'Century Regalia' situated on the Company Land ("**Company Project**"), all present and future immovable assets of the Company Project and all other properties and rights whatsoever in respect thereof from time to time, and any other area that can be monetized in the Company Project, (C) all of its rights and interests under: (a) the title documents in respect of the Company Project and all rights and interests in any contract entered into by the Company in relation to the Company Project; and (b) any authorisations in respect of the Company Project, and (D) all of its assets (including but not limited to the accounts, the account assets, the receivables, the intellectual property, current assets and the movable fixed assets in relation the Company Project;
- (b). a first ranking exclusive charge, by way of mortgage, by M/s. Century Northside ("**CN**") over (A) certain identified immovable properties situated at Kadathanamale Village, Hesarghatta Hobli, Yelahanka Taluk, Bangalore held by CN ("**CN Land**"), (B) all of its rights and advantages arising out of the CN Land together with its development rights in respect of the project 'Century Wintersun - Phase 2' situated at the CN Land ("**CN Project**"), all present and future immovable assets of the CN Project and all other properties and rights whatsoever in respect thereof from time to time, and any other area that can be monetized in the CN Project, (C) all of its rights and interests under: (a) the title documents in respect of the CN Project and all rights and interests in any contract entered into by CN in relation to the CN Project; and (b) any authorisations in respect of the CN Project, and (D) all of its assets (including but not limited to the accounts, the account assets, the receivables, the intellectual property, current assets and the movable fixed assets in relation the CN Project);



- (c). a first ranking exclusive charge by Century Prime Properties Private Limited ("**Century Prime Properties**") over its accounts, the account assets, the receivables and all rights and interests in any contract entered into by Century Prime Properties in relation the CN Project);
- (d). a first ranking exclusive charge, by Century Joint Developments Private Limited ("**CJD**") over the 99% partnership interest of M/s. Century Northside held by CJD;
- (e). a first ranking exclusive charge, by Mr. P Ravindra Pai over the 1% partnership interest of CN held by the Mr. P Ravindra Pai;
- (f). a first ranking exclusive charge, by way of mortgage, by the Co-Mortgagors over (A) certain identified immovable properties held by the Co-Mortgagors ("**Co-Mortgagors' Land**") relating to the project 'Century Regalia' situated on Kodihalli Village, Varthur Hobli, Off Hal Airport Road, Bangalore East, (B) all rights of each Co-Mortgagor in the assets relating to the project known as 'Century Regalia', and (C) all of their rights under: (a) the title documents; and (b) any authorisations, in respect of the project known as 'Century Regalia';
- (g). a first ranking exclusive pledge by each of CJD and Mr. P Ravindra Pai (as nominee of CJDPL) over the shares and securities of the Company constituting 100% of the share capital of the Company (on a fully diluted basis); and
- (h). a first ranking exclusive charge, over the designated interest service reserve amounts maintained in relation to the Debentures in the relevant Accounts.

Guarantees & Contractual Comforts:

- (a). Corporate Guarantee by Century Joint Developments Private Limited and M/s. Century Northside
- (b). Personal Guarantee by Mr. P Ravindra Pai and Mr. P Ashwin Pai.
- (c). A shortfall undertaking in the event the Company is unable to meet its payment obligations in relation to the Debentures, by CN, CJD, Mr. P Ravindra Pai and Mr. P Ashwin Pai.
- (d). Issue of post-dated cheques (payable in high value clearing zone or payable at par) by the Company, made payable to the Debenture Trustee for expected coupon and redemption amounts payable on relevant dates ("Post-dated Cheques").

The following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures:

- Foreign portfolio investors
- Companies and bodies corporate including public sector undertakings;
- Scheduled Commercial Banks;
- Alternative Investment Funds;
- Financial Institutions;
- Insurance Companies;
- Provident Funds;
- Mutual Funds;
- Individual Investors;
- Foreign Institutional Investors; and
- Any other investor to invest in such Debentures

in each case, as may be permitted under Applicable Law.

All investors are required to comply with the relevant regulations / guidelines applicable to them for investing in this Issue of Debentures.

Name of the Debenture Trustee:

Vistra ITCL (India) Limited



Name of the Registrar to the Issue: MUFG Intime India Private Limited (<i>erstwhile as: Link Intime India Private Limited</i>)	
Intention of promoters, directors or key managerial personnel of the Company to subscribe to the Issue	Not applicable
The proposed time within which the allotment shall be completed	Within 1 day from the date of receipt of subscription money
The change in control, if any, in the company that would occur consequent to the preferential offer	Not Applicable
The number of persons to whom allotment on preferential basis have already been made during the year, in terms of number of securities as well as price	Nil
Pre Issue and post issue shareholding pattern of the Company	There is no change to the shareholding pattern of the Company since non-convertible debentures are proposed to be issued.

Considering the material terms of the above mentioned Debentures, the Board of Directors of the Company seek consent of the members by way of a Special Resolution in the best interest of the Company.

None of the directors and the key managerial personnel or their relatives is concerned or interested in the aforesaid resolution, except to the extent of their shareholdings, if any.

For and Behalf of the Board of Directors
For **Suruchi Properties Private Limited**


Sreedevi Ramchandran Pillai
Company Secretary (M No. A44460)
No. 10/1, Ground Floor
Lakshminarayana Complex, Palace Road
Bangalore - 560001



Place: Bangalore
Date: May 19, 2025

**Form MGT-11
PROXY FORM**

[Pursuant to section 105(6) of the Companies Act, 2013 and rule 19(3) of the Companies (Management and Administration) Rules, 2014]

CIN : U45201KA2003PTC064723
Name : SURUCHI PROPERTIES PRIVATE LIMITED
Regd Office : No. 10/1, Ground Floor, Lakshminarayana Complex, Palace Road, Bangalore - 560 001

EXTRA-ORDINARY GENERAL MEETING ON 20.05.2025

Name of the Shareholder:.....
Registered Address:
Email id:
Folio No.:

I being a member of shares of the above named company hereby appoint:

1. Name :
Address :
Email id :
Signature :

or failing him

2. Name :
Address :
Email id :
Signature :

as my proxy to attend and vote (on a poll) for me and on my behalf at the Extra-ordinary General Meeting of the Company, to be held on Tuesday, the 20th day of May, 2025 at 10.00 A.M. at JP Techno Park, 4th Floor, 3/1 Millers Road, Bangalore -560 001 and at any adjournment thereof in respect of the resolution as indicated below:

1. To approve the issuance of INR denominated, senior, secured, rated and listed non-convertible debentures (NCDs) on a private placement basis.

Signature of the shareholder

Signature of the proxy holder

CONSENT BY SHAREHOLDER FOR SHORTER NOTICE
[Pursuant to Section 101(1) of the Companies Act, 2013]

To:
The Board of Directors
Suruchi Properties Private Limited
10/1, Ground Floor Lakshminarayana Complex,
Palace Road, Bangalore – 560052,
Karnataka, India

I....., S/o./Authorised Representative of,
holding..... (.....) Shares of INR/- each in the Company, hereby give
consent pursuant to Section 101(1) of the Companies Act, 2013, to hold the Extra-ordinary General
Meeting on Tuesday, the 20th Day of May 2025 at Shorter Notice.

Yours faithfully,

Signature:.....
Name:

Date: 2025

ATTENDANCE SLIP

EXTRA-ORDINARY GENERAL MEETING ON 20.05.2025

(Please fill in the Attendance Slip and hand it over at the meeting hall)

Date:		Time :	
Place:			
Regd. Folio			

.....
Signature of Shareholder/Proxy/ Representative Present

ROUTE MAP

Extra-ordinary General Meeting:

May 20, 2025

Venue:

At -

JP Techno Park, 4th Floor,
3/1 Millers Road
Bangalore - 560 001

