EMBASSY

NOTICE OF THE 01/2026-27 EXTRA-ORDINARY GENERAL MEETING

Notice is hereby given that the Extraordinary General Meeting of the members of Embassy Services Private Limited **("Company")** will be held at shorter notice on Wednesday, 05th August 2026 at 05:00 P.M. at the registered office of the Company situated at 1st Floor, Embassy Point, 150 Infantry Road, Bangalore - 560001 to transact the following special business:

Approval to create charge over identified bank account by way of hypothecation in relation to 27,000 senior, secured, redeemable, unlisted, unrated non- convertible debentures having face value of INR 1,00,000 each, issued/ to be issued by Calatheas Developments Private Limited (the "Issuer") for an aggregate amount of INR 270,00,00,000 (Indian Rupees Two Hundred and Seventy Crores only), in multiple tranches and in three series (the "Debentures"):

To consider and if thought fit, to pass with or without modification(s), the following Resolution(s) as **Ordinary Resolution(s)**:

"RESOLVED THAT pursuant to the provisions of Section 179, 188 read with Rule 15 of the Companies (Meeting of Board and its Powers) Rules, 2014 and all other applicable provisions of the Companies Act, 2013 (the "**Act**") and rules & regulations made thereunder, including amendments, statutory modification or re-enactment thereto for the time being in force, if any or any other applicable law and in accordance with the provisions of memorandum of association and articles of association of the Company, the consent of the members be and is hereby accorded to the Board to create a first ranking exclusive charge over the identified bank account of the Company and all related accounts assets, in accordance with the terms of the deed of hypothecation to be executed between the Company and the Debenture Trustee.

RESOLVED FURTHER THAT the following documents are to be executed in relation to the proposed creation of charge be and are hereby approved by the members of the Company:

(i) the Account Agreement;
(ii) the Deed of Hypothecation and related power of attorney; and
(iii) all other agreements, power of attorneys, escrow agreements, instruments, indentures, deeds, declarations, certificates, letters, notices, writings, fee letters and other documents (whether financing, security or otherwise) as required by the Debenture Trustee and/ or the holders of the Debentures in relation, or pertaining, to the transactions contemplated by, or under the above documents or in connection with the Debentures.

(together, the **"Relevant Documents"**, including any amendments and modifications (however fundamental to the Relevant Documents).

RESOLVED FURTHER THAT Mr. Jitendra Virwani, Mr. Karan Virwani, Mr. Aditya Virwani and Mr. Saarang Ganapathi, Directors and Mr. Rajesh Kaimal, Mr. Chandrasekar B, Mr. Shailendra Konanur Subbaraya, Mr. Prasad A Turamari, Mr. Raghavendra R Y, Mrs. Naina Bantwal, Mrs. Swarna R Malharikar, Mr. Hari Babu Chandu, Mr. Deepak Verma, Mr. Manjeet Yadav, Mr. Amit Singh Rawat and Mr. Yugam Sharma (hereinafter each an **"Authorised Person"** and collectively **"Authorised Persons")** be and are hereby severally authorized to discuss, negotiate and finalize the terms and conditions of the Relevant Documents and:

(i) sign, execute, submit, file and register, as may be necessary with the relevant Registrar of Companies, the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (if applicable), information utilities and/ or any other relevant authority (as applicable), all particulars in respect of the creation and/or modification of charge in relation to all the Security and corporate guarantee, in accordance with the Companies Act, 2013 and rules made hereunder or any other applicable law, as may be required in the prescribed form;

(ii) appoint any person(s) as the true and lawful attorney to take all such actions as contemplated herein, for and on behalf of the Company, and to execute any power(s) of attorney granting the authority to such person(s) in that regard;

(iii) do all such acts, deeds, matters and things that the Authorised Persons may in their absolute discretion consider necessary, proper and expedient to settle all questions, remove any difficulties or doubts that may arise from time to time in regard to the creation of Security in favor of the Debenture Trustee/ common security trustee, and further to do all such acts, deeds and things and to execute all documents and writings as may be necessary, proper, desirable or expedient for the purpose of giving effect to the aforesaid, including to sign and/ or dispatch all forms, documents and notices to be signed, submitted and/or dispatched by the Company under or in connection with the Relevant Documents;

(iv) take such actions or give such directions as may be necessary or desirable to obtain any requisite approvals, permissions, sanctions, including taking consent or waiver from the Company's existing lenders (if any), and/or parties with whom the Company has entered into various commercial and other agreements, and/or any/all concerned government and regulatory authorities in India, as it may deem necessary or desirable in connection with the creation of security interest or any other matters in connection with the Relevant Documents or incidental or ancillary thereto, on behalf of the Company and complete all formalities in respect thereof;

(v) pay all stamp duty required to be paid/ arrange for payment of stamp duty required to be paid for the and execution of the Relevant Documents in accordance with the laws of the Republic of India;

(vi) do all acts, enter into, negotiate, re-negotiate, deal with, modify, alter, amend, vary, finalize, sign, execute, perform, deliver or cause to be executed and delivered on behalf of the Company, all the Relevant Documents (including any fundamental changes, amendments, variations, modifications, supplements or restatements), any release deed, any reconveyance deed, together with all other documents, agreements, instruments, letters and writings required in connection with, or ancillary to, the Relevant Documents as may be necessary or required for the aforesaid purpose;

(vii) do all such acts, deeds, matters and things that the Authorised Persons may in their absolute discretion consider necessary, proper and expedient for the purposes of fulfilment of the conditions precedent and subsequent to the issuance of Debentures as set out in the Debenture Trust Deed including without limitation to sign, execute and deliver all certificates, letters, documents and writings required under the Relevant Documents and/ or

the Debenture Trust Deed and as may be necessary to implement the resolutions, including executing application forms, carrying out necessary modifications and determining other terms and conditions as they may deem fit;

(viii) to create the Security (which is required to be created by the Company) in accordance with the terms of the Relevant Documents and the Debenture Trust Deed;

(ix) to open such bank accounts with any bank as may be required by, or pursuant to the Debenture Trust Deed and to provide the specimen signatures of each of Authorised Persons to the Debenture Trustee, as may be required; and

(x) to certify as having been adopted by the Members, any and all other resolutions necessary, advisable or appropriate to consummate the Relevant Documents or its other obligations in relation to the Debentures as contemplated by the foregoing resolutions.

RESOLVED FURTHER THAT any and all actions taken by any Authorised Person in connection with any transaction or objectives approved in any or all of the foregoing resolutions, and all transactions related thereto, are hereby approved, ratified and confirmed in all respects and any and all actions hereafter to be taken by any Authorised Person in furtherance of the objectives of the foregoing resolutions are hereby authorized, approved and ratified in all respects.

RESOLVED FURTHER THAT, the common seal of the Company if required be affixed to the aforesaid documents, and such other documents as may be required by the Debenture Trustee, and under any other law, rules and regulations to be executed under the common seal of the Company in the manner as provided in the articles of association of the Company.

RESOLVED FURTHER THAT the Directors of the Company be and are hereby severally authorised to provide the certified true copies of this resolution, to the Debenture Trustee or any persons concerned for their information and records and be requested to act upon the same."

For Embassy Services Private Limited

SAARANG GANAPATHI
Digitally signed by SAARANG GANAPATHI
Date: 2026.08.05 12:33:22 +05'30'

Date: 05.08.2026
Place: Bengaluru

Saarang Ganapathi
Director
DIN: 10804806

Notes:

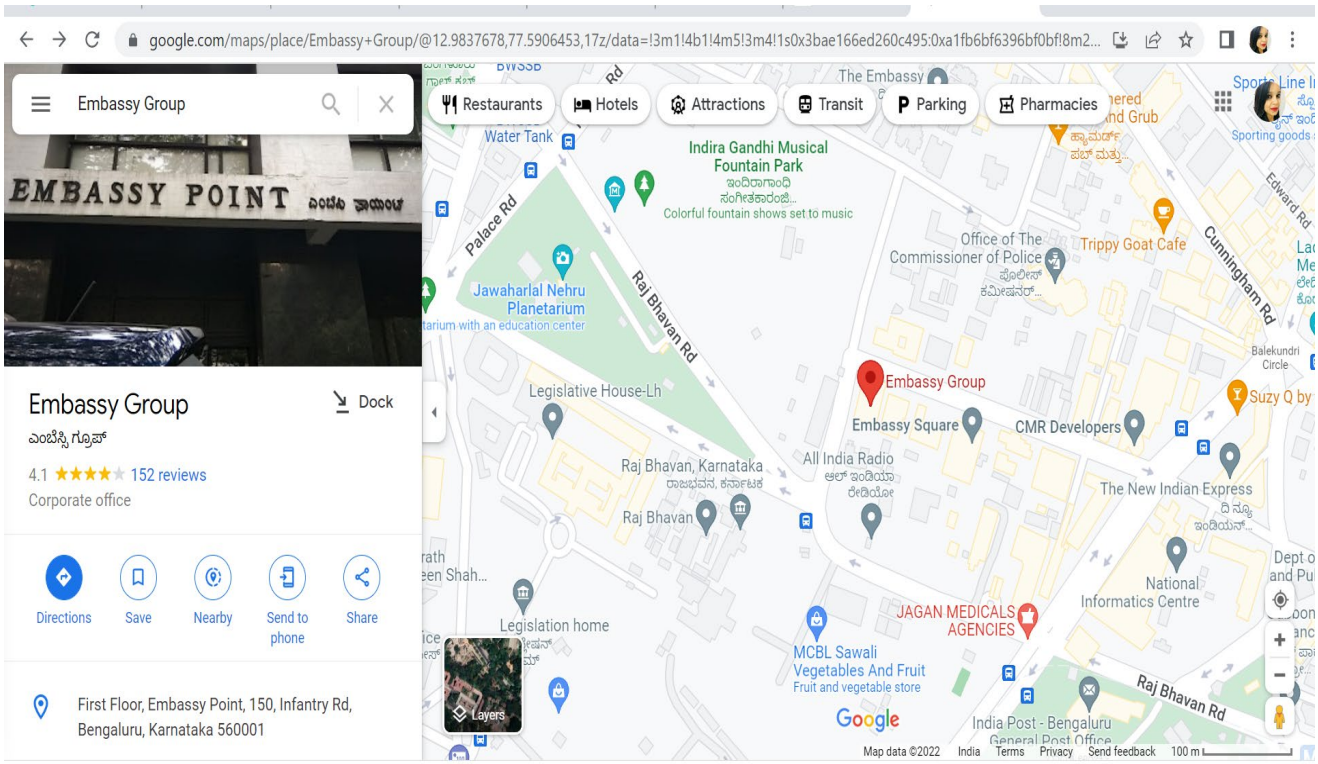
1. A member entitled to vote is entitled to appoint a proxy to attend and vote instead of him / her and a proxy need not be a member of the Company.
2. Proxies, in order to be valid shall be lodged, duly executed with the Company at its Registered Office at least forty-eight hours before the commencement of the meeting.
3. Members/Proxies should bring the attendance slip duly filled in and signed for attending the Meeting. A proxy form is enclosed herewith **(Annexure II)**.
4. Members are requested to promptly notify any change in their postal address/ E-mail address to the Registered Office of the Company.

5. Corporate Members intending to send their authorized representatives to attend the Extra-Ordinary General Meeting (EGM) are requested to send a certified copy of the Board Resolution/Authority Letter authorizing their representative to attend and vote on their behalf at the Meeting.
6. Members are requested to notify immediately any change in their addresses and/or the Bank Mandate details to the Company's Registrars and Share Transfer Agents, or shares held in physical form and to their respective Depository Participants (DP) for shares held in electronic form.
7. Necessary documents shall be available for inspection at any time during the working hours from Monday to Friday at the Registered Office of the Company.
8. Attendance slips are in accordance with the Secretarial Standard – 2 **(Annexure III)**.
9. An Explanatory statement pursuant to Section 102 of the Companies Act, 2013 is annexed.
10. The route map showing directions to reach the venue of EGM is annexed **(Annexure I)**
11. In case, any Members who require assistance before or during the EGM can reach out to E-Mail at secretarial@embassygroup.com

Annexure I to the Notice

ROUTE MAP FOR VENUE OF THE EXTRAORDINARY GENERAL MEETING

Venue: 1st Floor, Embassy Point, 150 Infantry Road, Bangalore – 560001



Annexure II

Form No. 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 : U70102KA2006PTC038910

Name of the Company : Embassy Services Private Limited

Registered Office : 1st Floor, Embassy Point, 150 Infantry Road, Bangalore 560001

Name of the Member(s)	:
Registered Address	:
E-mail Id	:
Folio No. / Client Id	:

I/We, being the member(s) of ……. shares of the above-named company, hereby appoint:

1. Name : …….
   Address : …….
   E-mail Id : …….
   Signature : ……, or failing him
2. Name : …….
   Address : …….
   E-mail Id : …….
   Signature : ……, or failing him

as my/our proxy to attend and vote (on poll) for me/us and on my/our behalf at the Extraordinary General Meeting of the company, to be held on Wednesday, 05th August 2026 at 05:00 P.M. at the registered office of the Company situated at 1st Floor, Embassy Point, 150 Infantry Road, Bangalore - 560001, and at any adjournment thereof in respect of such resolution as indicated below:

Resolution:

Approval to create charge over identified bank account by way of hypothecation in relation to 27,000 senior, secured, redeemable, unlisted, unrated non- convertible debentures having face value of INR 1,00,000 each, issued/ to be issued by Calatheas Developments Private Limited **(the "Issuer")** for an aggregate amount of INR 270,00,00,000 (Indian Rupees Two Hundred and Seventy Crores only), in multiple tranches and in three series **(the "Debentures")**.

Signed this …… day of …..……..… 2026

Signature of Shareholder ……

Signature of Proxy holder ……

Note:

Affix Revenue Stamp

a) Revenue Stamp to be affixed on this form.

b) This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meeting.

Annexure III

ATTENDENCE SLIP

Embassy Services Private Limited

Registered Office: 1st Floor, Embassy Point, 150 Infantry Road, Bangalore - 560001

Please complete this Attendance Slip and hand it over at the entrance of the place of the meeting

Folio No._____ Client ID No._____

Name of the Shareholder/Proxy_____

Address_____

No. of shares held_____

I hereby record my presence at the Extraordinary General Meeting of the company held on Wednesday, 05th August 2026 at 05:00 P.M. at the registered office of the Company situated at 1st Floor, Embassy Point, 150 Infantry Road, Bangalore – 560001.

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

SPECIAL BUSINESS:

The following Explanatory Statement pursuant to Section 102 of the Companies Act, 2013 ("the Act"), sets out all material facts relating to the business mentioned in the accompanying Notice:

The Issuer has issued/ proposes to issue the Debentures in accordance with the terms and conditions as elaborated in the debenture trust deed dated 24 July 2026 executed between Issuer and Catalyst Trusteeship Limited (the "**Debenture Trustee**", which expression shall be deemed to mean and include its successors, novates, transferees and assigns) (the "**Debenture Trust Deed**"), to certain identified investors ("**Debenture Holders**" which expression shall be deemed to mean and include its successors, novatees, transferees and assigns).

The Issuer has requested the Company to create a first ranking exclusive charge over the identified bank account of the Company and all related accounts assets, in accordance with the terms of the deed of hypothecation to be executed between the Company and the Debenture Trustee **("Deed of Hypothecation").** Further, in relation to the identified bank account over which the Company is required to create a charge in relation to the Debentures, the Company is required to enter into an account agreement with the Debenture Trustee and ICICI Bank Limited as the account bank (the "**Account Agreement**").

The terms and conditions in relation to the above-mentioned transaction are provided below for the consideration and approval of the Members:

Sl. No.	**Particulars**	
1.	The name of the related party and nature of relationship	Calatheas Developments Private Limited. A related party by virtue of being under common ultimate control.
2.	The nature, duration of the contract and particulars of the contract or arrangement	create a first ranking exclusive charge over the identified bank account of the Company and all related accounts assets, in accordance with the terms of the deed of hypothecation to be executed between the Company and the Debenture Trustee.
3.	The material terms of the contract or arrangement including the value, if any	INR 270,00,00,000 (Indian Rupees Two Hundred and Seventy Crores only) The material terms shall be set out in the respective transaction documents.
4.	Any advance paid or received for the contract or arrangement, if any	N.A.
5.	The manner of determining the pricing and other commercial terms, both included as part of contract and not considered as part of the contract	As per the transaction documents.
6.	Whether all factors relevant to the contract have been considered, if not, the details of factors not	All the factors relevant to the contract have been considered.

	considered with the rationale for not considering those factors	
7.	Any other information relevant or important for the Board to take a decision on the proposed transaction	As per the transaction documents.

The Board of Directors recommends the Ordinary Resolution set out in the Notice for approval of the members.

None of the Directors, Key Managerial Personnel of the Company and /or their relatives are, in any way, concerned or interested, financially or otherwise, in the proposed resolution.

For Embassy Services Private Limited

SAARANG GANAPATHI Digitally signed by SAARANG GANAPATHI Date: 2026.08.05 12:33:41 +05'30'

Date: 05.08.2026
Place: Bengaluru

Saarang Ganapathi
Director
DIN: 10804806