

NOTICE OF EXTRA-ORDINARY GENERAL MEETING

Notice is hereby given that the Extra - Ordinary General Meeting of the Company will be held on Tuesday 12th July 2022 at 11:30 A.M. at the registered office at 1st Floor, Embassy Point, 150 Infantry Road, Bangalore - 560001 to transact the following special business:

Item-1 Amendment of Articles of Association:

To consider and, if thought fit, to pass with or without modification, the following Resolution as **Special Resolutions**:

“RESOLVED THAT pursuant to the provisions of Section 14 and any other applicable provisions of Companies Act, 2013 read with Rules thereunder (including any statutory modifications or re-enactment thereof, for the time being in force), approval of members of the Company, be and is hereby accorded to alter the articles of the Company.

RESOLVED FURTHER THAT the approval of members of the Company be and is hereby accorded to substitute Clause 8 Transfer and Transmission of Shares of the Articles of the Company with the following clauses:

8. Transfer And Transmission of Shares

8.1 (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.

(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

8.2 The Board may, subject to the right of appeal conferred by section 58 decline to register—

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the company has a lien.

8.3 The Board may decline to recognise any instrument of transfer unless—

(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

8.4 On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

EMBASSY SERVICES PRIVATE LIMITED
(Formerly known as Embassy Property Services Private Limited)
CIN: U70102KA2006PTC038910

Regd. Office: 1st Floor, Embassy Point, 150 Infantry Road, Bangalore – 560 001
Tel. No: 080 49030000 Fax No: 080 49030046 Email: secretarialteam@embassyindia.com

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

8.5 ***“Notwithstanding anything to the contrary contained in these Articles including without limitation in Article 6 and this Article 8, any member holding shares shall be entitled to create an Encumbrance including by way of a pledge over any or all shares held by it for the purposes of securing the obligations of any person under any financing facilities made available to any person and to transfer such Encumbered shares in accordance with the directions of the beneficiary or holder of the Encumbrance, pursuant to any invocation and/or enforcement of the Encumbrance created over such shares. In the event that a member creates such an Encumbrance over any shares, the same shall not in any manner be restricted by any provisions contained under these Articles. Further, in the event the Encumbrance is invoked or enforced and the shares in question are transferred to any transferee (including the relevant pledgee or any purchaser / third-party), the same shall also not in any manner be restricted by any provisions contained under these Articles and such transferee shall qualify as a member of the Company.

For the purposes of the aforesaid Article, the term “Encumbrance” shall mean any encumbrance, claim, right of others, security interest, burden, title retention agreement, lease, covenant, mortgage, pledge, charge, hypothecation, non-disposal, lien, deposit by way of security, option interest, proxy, beneficial ownership, encroachment, public right, easement, any voting agreement, interest, option, right of first offer, first, last or other refusal right, or transfer restriction in favour of any person, executorial attachment and any similar interest held by a third party or any agreement, arrangement or obligation to create any of the foregoing and the term “Encumbered” shall be construed accordingly.”

RESOLVED FURTHER THAT the consent of the members of the Company be and is hereby accorded to add one new clause i.e. Clause 21 Dematerialization of Shares to the articles of the Company. The Clause 21 shall be as follows:

21. Dematerialization of Shares

- 21.1 Notwithstanding anything contained in these articles, the Company shall be entitled to dematerialize its shares and to offer shares in a dematerialized form pursuant to the Depositories Act, 1996.
- 21.2 Notwithstanding anything contained in these articles, and subject to the provisions of law for the time being in force, the Company shall on a request made by a beneficial owner, re-materialize the shares, which are in dematerialized form.
- 21.3 Every person subscribing to the shares offered by the Company shall have the option to receive share certificates or to hold the shares with a depository. Such a person who is the beneficial owner of the shares can at any time opt out of a depository, if permitted by the law, in respect of any shares in the manner provided by the Depositories Act, 1996 and the Company shall in the manner and within the time prescribed, issue to the beneficial owner the required

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certificate of shares. If a person opts to hold his shares with a depository, the Company shall intimate such depository the details of allotment of the share, and on receipt of the information, the depository shall enter in its record the name of the allottee as the beneficial owner of the share.

21.4 All shares held by a depository shall be dematerialized and shall be in a fungible form.

21.5(i) Notwithstanding anything to the contrary contained in the Act or these articles, a depository shall be deemed to be the registered owner for the purposes of effecting any transfer of ownership of shares on behalf of the beneficial owners.

(ii) the depository as the registered owner of the shares shall not have any voting rights or any other rights in respect of shares held by it.

(iii) Every person holding shares of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be the owner of such shares and shall also be deemed to be the member of the Company. The beneficial owner of the shares shall be entitled to all the liabilities in respect of his shares which are held by a depository.

21.6 Notwithstanding anything in the Act or these articles to the contrary, where shares are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or disks or any other mode as prescribed by law from time to time.

21.7 Nothing contained in these articles (pertaining to production of instrument of transfer for transfer of securities and related matters) shall apply to a transfer of securities effected by a transferor and transferee both of who are entered as beneficial owners in the records of a depository

21.8 Notwithstanding anything in the Act or these articles, where securities are dealt with by a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such securities.

21.9 Nothing contained in the Act or these articles regarding the necessity to have distinctive numbers for securities issued by the Company shall apply to securities held with a depository.

“RESOLVED FURTHER THAT, Directors of the Company be and are hereby authorized to sign and file all the requisite forms including Form MGT-14 along with such other documents as may be required with the Registrar of Companies and to do all such acts, deeds and things as may be ancillary or incidental thereto for giving effect to this resolution.”

Item-2 Amendment of Memorandum of Association of Company:

To consider and, if thought fit, to pass with or without modification, the following Resolution as **Special Resolutions**:

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“RESOLVED THAT pursuant to the provisions of Section 13 and any other applicable provisions of Companies Act, 2013 read with Rules thereunder (including any statutory modifications or reenactment thereof, for the time being in force), the consent of the members of the Company be and is hereby accorded to alter the Memorandum of Association of the Company.

RESOLVED FURTHER THAT the consent of the members of the Company be and is hereby accorded to substitute Clause 20 and 21 in Clause B Objects incidental or Ancillary to the Attainment of the Main Objects of the Company with the following clauses:

20. To lend and advance money or to give credit to such persons or Companies on such terms as may seem expedient and in particular, to customers and others having dealings with the Company and/or to guarantee the performance of any contract or obligation and the payment of money of or by any persons or companies and/or to give guarantees and indemnities.
21. To borrow or receive money with or without security or to receive money or deposits at interest or otherwise, in such manner as the Company may think fit and in particular by the issue of debentures perpetual or otherwise, including debentures convertible into share of this or any other Company and in security of any such money so borrowed, raised or received, to mortgage, pledge, hypothecate or charge the whole or any part of the property, assets or revenue of the Company, present or future or pay off any such securities. The acceptance of deposits shall be subject to the provisions of Section 58(a) of the Companies Act, 1956 and the rules framed thereunder and the directions issued by the Reserve Bank of India as may be applicable.

RESOLVED FURTHER THAT the consent of the members of the Company be and is hereby accorded to make an addition as Clause 21A in Clause B Objects incidental or Ancillary to the Attainment of the Main Objects of the Company. The Clause 21A is as follows:

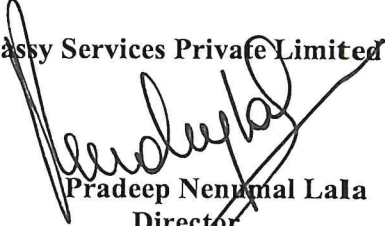
21A. To sell, mortgage, pledge, hypothecate, charge, assign or lease or in any other manner deal with or dispose of the undertakings of the Company or any part thereof, whether movable or immovable, for such consideration as the Company may think fit, and in particular, for shares, debentures or other securities of any other Company.

“RESOLVED FURTHER THAT, Directors of the Company be and are hereby authorized to sign and file all the requisite forms including Form MGT-14 along with such other documents as may be required with the Registrar of Companies and to do all such acts, deeds and things as may be ancillary or incidental thereto for giving effect to this resolution.”

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For Embassy Services Private Limited


Pradeep Nennal Lala
Director
DIN: 06821988

Date: 06.07.2022
Place: Bengaluru

Notes:

1. Any member entitled to vote at the meeting is entitled to appoint a proxy and such proxy need not be a member of the Company. Proxy form is separately attached.
2. **An Explanatory statement pursuant to Section 102 of the Companies Act, 2013 is annexed hereto.**
3. All the documents relevant to the resolutions specified in the Notice and which are referred to in the Explanatory Statement are available for inspection by the shareholders of the Company at the corporate office of the Company and also at the place of the meeting on the meeting day.

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The image is a screenshot of a web browser displaying Google Maps. The browser's address bar shows the URL: [google.com/maps/place/Embassy+Group/@12.9837678,77.5906453,17z/data=!3m1!1e3!1s0x3bae166ed260c4950xa11fb6bf6396bf0bf18m2...](https://www.google.com/maps/place/Embassy+Group/@12.9837678,77.5906453,17z/data=!3m1!1e3!1s0x3bae166ed260c4950xa11fb6bf6396bf0bf18m2...)

The map interface includes a search bar at the top left with the text "Embassy Group". Below the search bar is a thumbnail image of the Embassy Point building with the text "EMBASSY POINT" and "ಎಂಬೆಸಿ ಗ್ರೂಪ್".

The main map area shows the location of Embassy Group in Bangalore, India. The map includes various landmarks and streets such as Palace Rd, Raj Bhavan Rd, and Cunningham Rd. Other labeled locations include Jawaharlal Nehru Planetarium, Legislative House-Lh, Raj Bhavan, Karnataka, All India Radio, Embassy Square, CMR Developers, The New Indian Express, National Informatics Centre, JAGAN MEDICALS AGENCIES, and India Post - Bengaluru.

The sidebar on the left provides details for Embassy Group:

- Embassy Group** ಎಂಬೆಸಿ ಗ್ರೂಪ್
- 4.1 ★★★★★ 152 reviews
- Corporate office
- Buttons: Directions, Save, Nearby, Send to phone, Share
- Address: First Floor, Embassy Point, 150, Infantry Rd, Bengaluru, Karnataka 560001
- File: 4278362.pdf

The Windows taskbar at the bottom shows the search bar "Type here to search", system tray icons, and the date/time "14:37 19.07.2022".

EXPLANATORY STATEMENT

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

Item No.1:

The Present Articles of the Company need alteration to meet the day to day working of the Company.

Also, the Company is planning for the dematerialization of Shares. Hence it is required to alter the articles of the Company.

The proposal requires the consent of the members. The Board of Directors recommends that the proposal be approved by the shareholders as Special Resolutions.

The proposed new draft of AoA will be available for inspection at the registered office of the Company during working hours, i.e. 9.30 a.m. to 6.00 p.m. excluding Saturdays till the conclusion of the General meeting and will also be made available during the meeting.

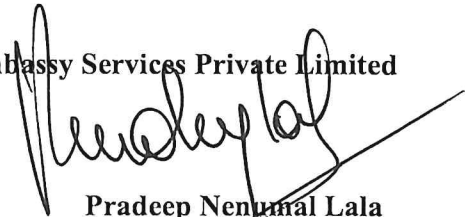
Item No.2:

The present Memorandum of Association of Company needs some modifications for creating guarantee, pledge or mortgage, Hence, it is required to alter the memorandum of association of the Company.

The proposal requires the consent of the members. The Board of Directors recommends that the proposal be approved by the shareholders as Special Resolutions.

The proposed new draft of MoA will be available for inspection at the registered office of the Company during working hours, i.e. 9.30 a.m. to 6.00 p.m. excluding Saturdays till the conclusion of the General meeting and will also be made available during the meeting.

For Embassy Services Private Limited



Pradeep Nenujal Lala
Director

DIN: 06821988

Date: 06.07.2022

Place: Bengaluru