



## **CENTURY JOINT DEVELOPMENTS PRIVATE LIMITED**

Regd Office: No. 10/1 Ground Floor, Lakshminarayana Complex, Palace Road, Bangalore - 560052

Corp Office: JP Techno Park, 4th Floor, 3/1 Millers' Road, Bangalore - 560052

CIN: U70200KA2010PTC052710

☎ +9180-40453453 || 📠 +9180-40453409 || 📧 cjd@centuryrealestate.in

### **NOTICE OF EXTRAORDINARY 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 on Thursday, the 21<sup>st</sup> day of November, 2024, at 03.00 PM at JP Techno Park, 4<sup>th</sup> Floor, 3/1, Millers Road, Bangalore - 560001, to transact the following business:

#### **SPECIAL BUSINESS:**

##### **1. APPROVAL FOR ALTERATION TO THE ARTICLES OF ASSOCIATION OF THE COMPANY**

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

**“RESOLVED THAT** pursuant to the provisions of Section 14 and all other applicable provisions, if any, of the Companies Act, 2013, (including any amendment thereto or re-enactment thereof), approval of the Shareholders as required, be and is hereby accorded to the Company to the amendments to the articles of association of the Company, as mentioned below:

- a. Inserting Article 76 after existing Article 75

#### **Article 76:**

76. Notwithstanding anything herein and Transaction Documents (including Articles 5, 7, 18, 19, 20, 21, 22, 23, 24, 24A, 25, 31, 32, 41, 42, 43, 73, 74, 74A, 74B, 75, and paragraphs 2, 3, 4, 5, 6, and 7, after Article 75 of the articles of association of the Issuer) (i) Century Joint Developments Private Limited (“Issuer”) shall be permitted to issue non-convertible debentures aggregating to INR 850,00,00,000 (Indian Rupees Eight Hundred and Fifty Crores only) (“Debentures”), in one or more series/ tranches to any investors in connection with which the debenture trustee agreement dated 12 August 2024 (as amended) between the Issuer and Catalyst Trusteeship Limited has been executed; (ii) the Issuer, its affiliates and entities within the group and their promoters shall be permitted to create encumbrance over any of their immovable and/or movable assets and provide any guarantee and/ or other contractual comfort in relation to the debt under the Debentures subject to the terms of the Suruchi NCD Documents and Suruchi NOC and provided that the security provided for the benefit of the Suruchi NCD Holders is not encumbered in any manner whatsoever for the Debentures; and (iii) the holders of the Debentures and the Suruchi NCD Holders and their agents/ trustee shall be entitled to enforce any such security, guarantee or contractual comforts and such disposal/ transfer/ enforcement shall not require

further approvals from the directors, nor shall the board of directors be entitled to decline or refuse to register any such disposal/ transfer/ enforcement.

For the purpose of this clause:

“**Suruchi NOC**” means the no-object letter dated November 18, 2024 issued by Suruchi NCD Trustee in connection with the Debentures.

“**Suruchi NCDs**” means non-convertible debentures aggregating to INR 450,00,00,000 issued by Suruchi Properties Private Limited in accordance with the terms of the Suruchi NCD Documents.

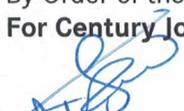
“**Suruchi NCD Documents**” collectively means (i) the debenture trust deed dated 31 January 2024 read with the amendment deed dated 4 March 2024 to the debenture trust deed dated 31 January 2024 executed, inter alios, among Suruchi Properties Private Limited and Suruchi NCD Trustee as the debenture trustee, acting for and on behalf of Suruchi NCD Holders) as amended, supplemented or modified from time to time; and (ii) all other documents relating to the Suruchi NCDs.

“**Suruchi NCD Holders**” means all the holders of the Suruchi NCDs.

“**Suruchi NCD Trustee**” means Vistra ITCL (India) Limited.

**RESOLVED FURTHER THAT** the Board of Directors or the Company Secretary of the Company be and are hereby authorized to do all such acts, deeds and things, make necessary filings with the statutory authorities, including but not limiting to the Registrar of Companies and to take necessary action in this regard and to sign all such documents, papers and writings as may be required and which they deem fit and expedient to give effect to the above resolution.”

By Order of the Board of Directors  
**For Century Joint Developments Private Limited**

  
**Ajay S Makam**

**Company Secretary (M No. A66390)**

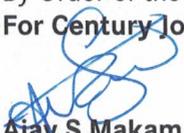
No, 10/1 Ground Floor, Lakshminarayana Complex,  
Palace Road, Bangalore, Karnataka, India, 560052



**NOTES:**

1. A statement setting out material facts, pursuant to section 102 of the Companies Act, 2013 (the Act), with respect to the items covered under special business of the notice is annexed hereto.
  2. A member entitled to attend and vote at the extraordinary general meeting ('EGM') is entitled to appoint a proxy to attend and vote on a poll, instead of herself / himself and the proxy need not be a member of the company. A proxy so appointed shall not have any right to speak at the meeting.
  3. 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.
  4. Members should fill in the attendance slip for attending the meeting. Members are requested to bring their attendance slip.
  5. In case of joint holders attending the meeting, only such joint holder who is higher in the order of names will be entitled to vote.
  6. Only bona-fide members of the company whose names appear on the register of members/proxy holders, in possession of valid attendance slips duly filled and signed will be permitted to attend the meeting. The company reserves its right to take all steps, as may be deemed necessary, to restrict non-members from attending the meeting.
  7. 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.
  8. The notice is issued with a request for conducting the EGM at a shorter period pursuant to Section 101 of the Companies Act, 2013. Consent of the members are solicited.
  9. The route map showing the directions to reach the venue of the EGM is annexed hereto.
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By Order of the Board of Directors  
**For Century Joint Developments Private Limited**

  
**Ajay S Makam**

**Company Secretary (M No. A66390)**

No, 10/1 Ground Floor, Lakshminarayana Complex,  
Palace Road, Bangalore, Karnataka, India, 560052



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

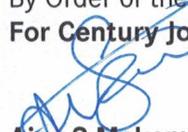
### Agenda No. 1

The members are hereby informed that the Company had issued Non-Convertible Debentures to an extent of Rs. 325,00,00,000/- (Rupees three hundred and twenty-five crore only) ('NCD 1') and Non-Convertible Debentures to an extent of Rs. 700,00,00,000/- (Rupees seven hundred crore only) ('NCD 2') on a private placement basis and availed a term loan amounting to Rs. 485,00,00,000/- (Rupees four hundred and eighty-five crore only) ('CJD Obligations'). The members are further informed that Century Real Estate Holdings Pvt Ltd, Holding Company, had availed a term loan of Rs.390,00,00,000/- (Rupees three hundred and ninety crore only) ('CREH Obligations'). The Company had extended certain securities and guarantee in favour of IDBI Trusteeship Services Limited (**Debenture Trustee 1/ Security Trustee**) for securing repayment of CJD Obligations and CREH Obligations. The members are further informed that Suruchi Properties Private Limited ('Suruchi'), Wholly-owned subsidiary company had issued Non-Convertible Debentures to an extent of Rs.450,00,00,000/- (Rupees four hundred and fifty crore only) ('NCD 3/Suruchi Obligations'), for which at the request of Suruchi, the Company had extended certain securities and guarantee in favour of Vistra ITCL (India) Limited (**Debenture Trustee 2**) for securing repayment of Suruchi Obligations. Pursuant to CJD Obligations and CREH Obligations, the Company being the Issuer/ borrower/ security provider, had altered its Articles of Association ('AoA') to include certain terms of the Debenture Trust Deeds and Facility Agreements.

The members are further informed that the Company has issued/proposes to issue secured, listed, rated, redeemable, non-convertible debentures to an extent of INR 1600,00,00,000 (Rupees one thousand six hundred crore only) of face value ('NCD 4') in one or more series/ tranches on a private placement basis. The Company is required to extend certain security in favour of Catalyst Trusteeship Limited, Debenture Trustee to NCD 4 (**Debenture Trustee 3**), to secure repayment of NCD 4. The Company had obtained approvals of the board and shareholders in their respective meetings to issue the NCD 4. Since the AoA of the Company is already altered to include the terms of Debenture Trust Deeds and Facility Agreements, the Company is required to make certain amendments to its AoA in accordance with the terms of NCD 4 and the terms of Suruchi Obligations, to enable the Company to issue NCD 4 and extend the aforesaid security and/or contractual comforts in favour of Debenture Trustee 3. The Company has also obtained the requisite consents from Debenture Trustee 1/ Security Trustee/ Debenture Trustee 2 granting their no objection to amend the AoA of the Company enabling the Company to issue the NCD 4 and extend the security and/or contractual comforts required under the terms of NCD 4.

For carrying out the amendments to the AoA of the Company, the approval of shareholders is required by passing a Special Resolution pursuant to the provisions of Section 14 of the Companies Act, 2013. None of the Directors and Key Managerial Personnel of the Company or their respective relatives are concerned or interested in passing of the said Resolution except to the extent of the shareholdings in the Company.

By Order of the Board of Directors  
**For Century Joint Developments Private Limited**

  
**Ajay S Makam**

**Company Secretary (M No. A66390)**

No, 10/1 Ground Floor, Lakshminarayana Complex,  
Palace Road, Bangalore, Karnataka, India, 560052



Place: Bangalore

Date: November 21, 2024

**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** : U70200KA2010PTC052710  
**Name** : CENTURY JOINT DEVELOPMENTS PRIVATE LIMITED  
**Regd Office** : No.10/1 Ground Floor, Lakshminarayana Complex, Palace Road, Bangalore - 560 052

**EXTRAORDINARY GENERAL MEETING ON 21<sup>st</sup> NOVEMBER, 2024**

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 21<sup>st</sup> November, 2024 at 3.00 p.m at JP Techno Park, 4th Floor, 3/1 Millers Road, Bangalore - 560001 and at any adjournment thereof in respect of the special resolution as indicated below:  
- Approval for alteration to the Articles of Association of the Company

\_\_\_\_\_  
Signature of the shareholder

\_\_\_\_\_  
Signature of the proxy holder

**Note:** This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, before the commencement of the Meeting

**ATTENDANCE SLIP**

EXTRAORDINARY GENERAL MEETING ON 21<sup>st</sup> November, 2024  
(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

Format for consent of shareholders for Shorter Notice

Date: \_\_\_\_\_

To  
The Board of Directors of  
Century Joint Developments Pvt. Ltd.  
No. 10/1, Lakshminarayana Complex,  
Palace Road, Bangalore - 560 052

**Sub: Consent of shareholder to hold the Extraordinary General Meeting at a shorter notice**

Dear Sirs,

I, \_\_\_\_\_ S/o \_\_\_\_\_ residing at \_\_\_\_\_ holding \_\_\_\_\_  
Equity Shares of the Company give consent pursuant to section 101(1) of the Companies Act, 2013 for the Extraordinary  
General Meeting to be held on November 21, 2024 at 3.00 pm on a shorter notice.

\_\_\_\_\_  
(Name of the Shareholder)

**ROUTE MAP**

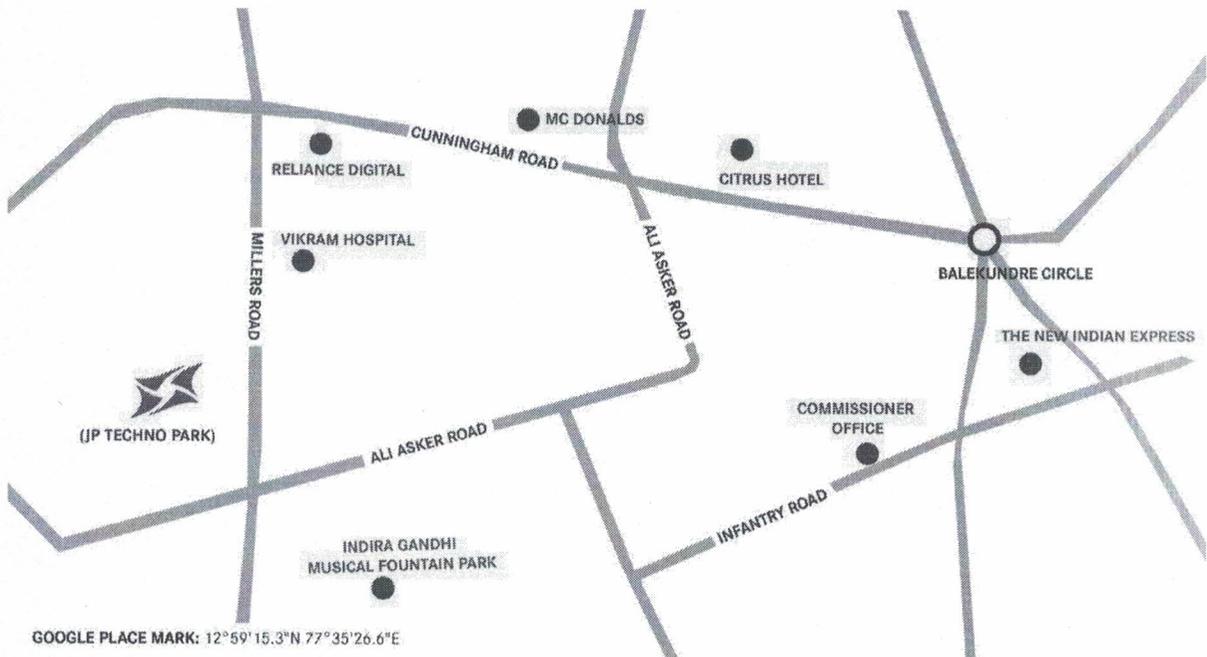
**Extra-Ordinary General Meeting:**

November 21, 2024

**Venue:**

At -  
JP Techno Park, 4th Floor,  
3/1 Millers Road  
Bangalore - 560052

**Route Map to JP Techno Park**



**CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTIONS PASSED AT THE EXTRAORDINARY GENERAL MEETING OF THE MEMBERS OF CENTURY JOINT DEVELOPMENTS PRIVATE LIMITED HELD ON 21ST DAY OF NOVEMBER, 2024 AT JP TECHNO PARK, 4TH FLOOR, 3/1 MILLERS ROAD, BANGALORE - 560001**

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**APPROVAL FOR ALTERATION TO THE ARTICLES OF ASSOCIATION OF THE COMPANY**

**“RESOLVED THAT** pursuant to the provisions of Section 14 and all other applicable provisions, if any, of the Companies Act, 2013, (including any amendment thereto or re-enactment thereof), approval of the Shareholders as required, be and is hereby accorded to the Company to the amendments to the articles of association of the Company, as mentioned below:

- a. Inserting Article 76 after existing Article 75

**Article 76:**

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**RESOLVED FURTHER THAT** the Board of Directors or the company secretary of the Company be and are hereby authorized to do all such acts, deeds and things, make necessary filings with the statutory authorities, including but not limiting to the Registrar of Companies and to take necessary action in this regard and to sign all such documents, papers and writings as may be required and which they deem fit and expedient to give effect to the above resolution.”

- CERTIFIED TRUE COPY-

For **Century Joint Developments Private Limited**

  
**Ajay S Makam**

Company Secretary (M.No. A66390)  
No, 10/1 Ground Floor, Lakshminarayana Complex,  
Palace Road, Bangalore, Karnataka, India, 560052

