

#### PRESS RELEASE



Mumbai, 5 March 2025

Ref No. BTL/OPR/24-25/69859

Beacon Trusteeship Limited, acting as the Debenture Trustee for the Secured, Unlisted, Unrated Non-Convertible Debentures (NCDs) issued by Regal Dwellings Private Limited ("the Issuer") under the Debenture Trust Deed dated 27 February 2020 aggregating to Rs. 28,00,00,000 (Rupees Twenty-Eight Crores) hereby informs that the Issuer has defaulted in redeeming the Debentures and not paid the maturity amount alongwith applicable coupon to the Debenture Holders due on 30 December 2024.

As the Debenture Trustee to the issue we have been diligently undertaking all requisite actions for recovery of outstanding dues. We have been communicating and have issued following communications/ notices to the Issuer/ Smartowner Services India Private Limited till date-

17 January 2025	A letter was issued to the Issuer requesting below details:  Confirmation of debenture redemption payments (due on 30th December 2024)  Contact details of Debenture Holders  Proof of debenture holdings			
25 January 2025	Email sent to the Issuer requesting for:  Confirmation of payments to Debenture Holders Proof of payment If no payment, the expected timeline for payment			
28 January 2025	A follow up reminder was sent to the Issuer requesting for the information			
31 January 2025	Notice issued requiring the issuer to provide:  o Confirmation of payments status to Debenture Holders o Immediate payment to Debenture Holders, in case of non-payment o List of Debenture Holders' contact details			
7 February 2025	Communication sent requesting urgent clarification on:  The Issuer's proposal for overdue payments Proposed date for a Debenture Holders' meeting List of Debenture Holders with contact details Proof of debenture ownership			
21 February 2025	Letter issued requesting clarification on:  O Proposals for interest and principal payments O Reason for not inviting the Debenture Trustee to the Debenture Holders meeting			
25 February 2025	Letter sent to the Issuer reiterating previous requests and seeking clarification on:  O Third-party scrutinizer O Voting mechanism			
28 February 2025	Notice issued to the Issuer and SmartOwner raising below concern towards the Debenture Holder meeting called on 11 March 2025:			



# **BEACON TRUSTEESHIP LIMITED**

Registered Office & Corporate Office: 5W, 5th Floor, The Metropolitan, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

Website: www.beacontrustee.co.in CIN: L74999MH2015PLC271288

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Non-invitation of the Debenture Trustee

o Absence of a voting mechanism

Lack of virtual participation provision

Clarity on payment of outstanding interest

o Approval percentage for resolutions

o Appointment of a third-party Scrutinizer

o Appointment of an independent company secretary for recording Minutes

#### Key Concerns and Issues raised by us:

Non-payment of maturity amount: The Issuer failed to pay the Debenture Holders the maturity amount due on 30th December 2024.

• Lack of response: The Issuer has not responded to any of our communications, emails, letters and notices seeking updates on the payment status and concerns thereon.

• Improper convening of EGM: The Extraordinary General Meeting (EGM) of the Debenture Holders is being convened by the Issuer without consulting the Debenture Trustee and have several procedural deficiencies.

Protection of Debenture Holders' interests: Beacon Trusteeship Limited has been actively
following up with the Issuer to ensure the Debenture Holders receive their due payments.
 Despite of following up with the Issuer multiple times, the Issuer has failed to respond to
any of our communications.

For Beacon Trusteeship Limited

Ritobrata Mitra

Vice President.

Enclosed-

Letter sent to the Issuer dated 17 January 2025

Notice sent to the Issuer dated 31 January 2025

Letter sent to the Issuer dated 21 February 2025

Letter sent to the Issuer dated 25 February 2025

Notice issued to the Issuer and Smartowner dated 28 February 2025



Beacon Trusteeship Limited (BTL), in its capacity as Debenture Trustee for the 12% Series I Secured Non-Convertible Debentures issued by Regal Dwellings Private Limited, is issuing this press release to address frequently asked questions from debenture holders. We aim to provide transparency and clarity regarding the current situation.

## 1. Meeting Participation and Process:

We have not been invited by the Issuer to attend the proposed meeting. Despite repeated communications to Regal Dwellings Private Limited, we have not received any response regarding our participation or clarification on several procedural matters. Upon our several communication to the Issuer, the Issuer has only forwarded the Notice of meeting which they have sent to the debenture holders without any clarification to the end whether BTL as the debenture trustee is invited to join the meeting"

#### 2. Debenture Holder Information:

The official register of debenture holders is maintained by Regal Dwellings Private Limited. As Debenture Trustee, we have consistently requested this information from the Issuer and SmartOwner Services India Private Limited but have yet to receive a response.

# 3. Quorum and Resolution Passing:

To pass a Special Resolution, a majority of three-fourths (3/4th) of the outstanding debentures is required.

#### 4. Meeting Authenticity and Verification:

As the meeting is being convened by the Issuer without our involvement, they are best positioned to address questions regarding the verification of attendees and proxies. We reiterate our lack of response from the issuer on any procedural matter.

Any meeting of debenture holder is required to provide opportunity to the debenture holders to attend the meeting and vote on the resolutions both physically and virtually. We have time and again intimated the Issuer and Smartowners with regards the same. However, we have not received any revert or confirmation with regards to the same from the Issuer or Smartowners.

#### 5. Resolution Disagreement:

If a resolution is not passed, the Issuer cannot adopt it. In such a scenario, recovery proceedings may be initiated based on the instructions of the majority of debenture holders. We reiterate that any resolution passed in the meeting of debenture holders convened by the Issuer is required to be passed by  $3/4^{th}$  of the outstanding debentures. Any resolution passed by the Issuer without satisfying the mentioned criteria shall be *void*.

# 6. Legal Action and Security Liquidation:

Any legal action, will be pursued based on the directives of the majority of deben are holders.

## 7. Assurances Regarding Resolution Tyrn s:

The Issuer is responsible for fulfilling its obligations, including the payment of interest and principal outstanding. We have formally requested clarification from the Issuer regarding outstanding interest and assurances that agreed-upon terms will be honored, as evidenced by our letter dated February 21, 2025.





# 8. Outstanding Interest:

The Issuer remains responsible for the payment of all outstanding interest. We have formally requested clarification from the Issuer regarding outstanding interest, as evidenced by our letter dated February 21, 2025. We are still awaiting their reply."

# 9. Commitment to Debenture Holders:

Beacon Trusteeship Limited is committed to protecting the interests of debenture holders and will continue to pursue all available avenues to ensure their rights are upheld. We urge debenture holders to monitor our website for further updates.

For Beacon Trusteeship Limited

Ritobrata Mitra

Vice President.



Date: January 17, 2025



To REGAL DWELLINGS PRIVATE LIMITED

Level 3 & 4, Embassy Diamante, 34 Vittal Mallya Road, Bangalore, Karnataka, India, 560001

Subject: Confirmation of Payment or Non-Payment of Debentures on due date.

Reference: Secured Unlisted Unrated Redeemable Non-Convertible Debentures of ₹28,00,00,000 and Debenture Trustee Deed dated February 27, 2020

Dear Sir/Madam,

We refer to the Debenture Trustee Deed dated February 27, 2020, and request you to kindly provide the following details at the earliest:

- Confirmation of the status of debenture redemption payments which was due on 30<sup>th</sup> December 2024.
- 2. Contact details, including email addresses, of the debenture holders.
- 3. Proof of holding of the debentures by the debenture holders.

Please note that we have received a letter from Smartowner Services India Private Limited (attached as Annexure A), which states the company's failure to repay the debentures. We request your prompt response to address the concerns raised in this letter.

For Beacon Trusteeship Limited

Name: Ritobrata Mitra Designation: Vice President

Place: Mumbai



# **BEACON TRUSTEESHIP LIMITED**

Registered Office & Corporate Office: 5W, 5th Floor, The Metropolitan, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

Phone: +91 95554 49955 Email: contact@beacontrustee.co.in

Website: www.beacontrustee.co.in CIN: L74999MH2015PLC271288

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Own a slice of tomorrow

Date: 11th January 2025

To Managing Director Regal Dwellings Private Limited Level 3 & 4, Embassy Diamante, 34 Vittal Mallya Road, Bangalore, Karnataka, India - 560001

Subject: Request for Immediate Redemption of Non-Convertible Debentures (NCDs) Issued to KN Realty Ventures Private Limited, Subsequently Acquired by Clients of SmartOwner Services India Private Limited

Dear Sir/Madam,

We are writing on behalf of SmartOwner Services India Private Limited operating under Portfolio Management Services (PMS) license number INP000006819 in connection with the Non-Convertible Debentures (NCDs) issued by your company to KN Realty Ventures Private Limited on 31st December 2019, under a Subscription Agreement dated 20th December 2019. These NCDs were acquired by our clients, as detailed in Annexure A attached to this letter.

These NCDs were due for redemption on 30th December 2024. However, we observe that, as of the date of this communication, there has been no communication from your company towards the redemption of these NCDs. We hereby demand the immediate redemption of the NCDs in accordance with their terms. You are requested to make payment of the redemption amount along with accrued interest no later than 20th January 2025.

We wish to remind you that not fulfilling your obligations will be treated as a breach of the terms of the Subscription Agreement and an event of default, and we reserve all rights available under law to seek redressal. We look forward to your prompt compliance.

Yours sincerely,
For SmartOwner Services India Private Limited

Vinay I Director

SmartOwner Services India Private Limited

CC:

Beacon Trusteeship Limited 5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra(East), Mumbai, Maharashtra, India, 400051

Enclosure: Annexure A - List of Clients Holding NCDs

SmartOwner Services India Pvt Ltd

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CIN 11/1999KA2012PTC064440





Date: 31January 2025

Ref no-BTL/OPR/24-25/68037

Regal Dwellings Private Limited ("Issuer")

8th floor Delta Block, Sigma Tech Park,

Whitefield Varthur, Bangalore-560066,

Karnataka

#### Address2-

Level 3 & 4, Embassy Diamante,

34 Vittal Mallya Road, Bangalore,

Karnataka, India, 560001

Subject: Listed/Unlisted, Rated/Unrated, Redeemable Non-Convertible Debentures aggregating to Rs. 28,00,00,000 (Rupees Twenty-Eight Crores Only) ("Debentures/ NCD's") issued by Regal Dwellings Properties Private Limited ("Company/Issuer") - Notice pursuant to non-receipt of maturity amount by the debenture holders due and payable on the due date i.e. December 30, 2024.

Dear Sir/Madam,

We, are acting in the capacity of the Debenture Trustee for the Debentures issued by Regal Dwellings Private Limited ("Issuer") aggregating to Rs.28,00,00,000 (Rupees Twenty-Eight Crores Only) ("Debentures"), in terms of the Debenture Trust Deed dated February 27, 2020, executed between the Issuer and the Debenture Trustee ("DTD")

In accordance with the terms and conditions of the issued Debentures, the Debentures were due for maturing and was due for payment to the Debenture Holders on December 30, 2024.

We have been receiving emails from several debenture holders alleging non-receipt of payment towards maturity on the due date for the NCDs issued by the Issuer. Further, we are also in receipt of a letter dated January 11,2025 from Smartowner addressed to the Issuer requiring the Issuer to forthwith pay the redemption amount which was due on December 30, 2024.

Further, in accordance with the terms of the issuer and in view of the non-payment of redemption amount of due date by the Issuer, we have been following up with you vide emails dated January 17, 2025; January 25, 2025; January 28, 2025 to seek an update on the status of payment on the maturity date to the debenture holders towards redemption of the Debentures issued by the Company. However, despite our best efforts, the Company has failed and neglected to respond to all our mails and letter.

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We draw your kind attention to our mail communications dated January 17, 2025; January 25, 2025; January 28, 2025 wherein we have requested you to provide list of information to which you have repeatedly failed and neglected to respond. We hereby issue this final notice to you, the Issuer to respond and reply to this Notice within 2 (two) days from the date of receipt of this Notice and provide us following details-

- Whether the payment has been made to all Debenture Holders in accordance to the terms of the Debenture Trust Deed on the maturity date due on December 30, 2024. In case, the Issuer has defaulted in making the payment, provide reason for such default and timeline by when it shall be paid to the Debenture Holders. In case, the Debentures are redeemed on the maturity date, proof of payment of all Debenture Holders
- 2. List of Debenture Holders along with their holding details, address, email id, contact number as on December 30, 2024
- 3. Proof of holding of the Debentures by the Debenture Holders

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Further, you are requested to immediately pay all the outstanding amounts due and payable to the debenture holders, without any further delay or demur along with interest/ penal interest/ default interest as is applicable in terms of the DTD and provide confirmation of such payment to us along with proof of payment.

In the event, you fails and neglects to provide suitable response to this Notice and provide all the details sought within the stipulated timeline mentioned hereinabove and/ or fail and neglect to pay all outstandings due to the debenture holders along with interest/ penal interest/ default interest as applicable, your such action, which is detrimental to the interest of the debenture holders, shall be construed as breach of terms of DTD as committed by Issuer and we shall be forced to initiate necessary legal proceedings against you at your sole cost and consequence, in accordance with the instructions of the debenture holders.

FOR BEACON TRUSTEESHIP LIMITED

**Authorised Signatory** 

Ritobrata Mitra
Vice President



#### BY EMAIL/REGISTERED POST



Ref. No. 68913/BTL/OPR/24-25

Date: 21.02.2025

To,

## Regal Dwellings Private Limited ("Issuer"),

Registered Office : level 3 and 4, Embassy Diamante, Vittal Mallya Road, Bangalore 560001.

#### Kind Attn.: Mr. Amala Natarajan, Director

Sub: Unlisted, Unrated, Secured, Redeemable, Non-Convertible Debentures issued by Regal Dwellings Private Limited, aggregating to

Rs.28,00,00,000 (Rupees Twenty-Eight Crores Only) ("Debentures").

Ref: 1. Lett

- 1. Letter dated January 17, 2025;
- 2. Email dated January 25, 2025;
- 3. Email dated January 28, 2025;
- 4. Notice dated January 31, 2025;
- 5. Email dated February 07, 2025.

Dear Sir,

As you are aware, we, Beacon Trusteeship Limited, acting in the capacity of the Debenture Trustee for the Non-Convertible Debentures issued by Regal Dwellings Private Limited aggregating to Rs.28,00,00,000 (Rupees Twenty-Eight Crores Only), pursuant to the Debenture Trust Deed dated February 27, 2020 ("DTD"), executed between the Issuer and the Debenture Trustee.

We refer to our several captioned communications, including our last email dated February 7, 2025, pursuant to which we have sought details of the Issuer's proposal for clearing the outstanding dues towards unpaid interest and principal along with other additional details pertaining to your proposal of convening a meeting of debenture holders. However, our repeated requests have been ignored and unanswered by you, the Issuer, which is unacceptable.

It has now come to our attention, that you, the issuer vide its notice dated February 14, 2025 addressed to the debenture holders have convened a meeting of debenture holders to be held on March 11, 2025. However, to our utter shock and surprise you, the Issuer have

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failed, neglected and wilfully ignored to invite us i.e. the Debenture Trustee to such meeting of debenture holders.

Furthermore upon our inquiry on February 19, 2025, you the Issuer have only forwarded the notice of meeting addressed to the debenture holders. Kindly note that we were not aware of this meeting until our inquiry, at which point you simply forwarded the notice.

From a bare perusal of the agenda of the meeting it seems that although the Issuer is seeking an extension of the maturity date, however, there is no whisper with regards to any proposal of payment of coupon and step up coupon which are payable in terms of the terms sheet at Third Schedule to the DTD. Accordingly, the agenda of the meeting seems to jeopardise the interest of the debenture holders.

Through this letter we hereby seek an immediate clarification with regards to the payment of the outstanding coupon and step up coupon payable by you, the Issuer. Additionally, we seek an clarification as to why the debenture trustee has not been invited to attend the meeting.

Further, from the notice of the meeting issued by the Issuer it is evident that the outstanding dues shall not be paid by the Issuer within the cure period of 90 days as envisaged in the DTD. Accordingly, you may note that in case of failure to provide suitable clarification and also failure to provide requisite details as called for vide our captioned emails and letter, we shall be calling for a debenture holders meeting to discuss and deliberate on the necessary actions required to be initiated against the Issuer for its non-payment of dues on the due date and within the prescribed cure period.

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We look forward to your prompt response.

For Beacon Trusteeship Limited

Name: Ritobrata Mitra
Designation: Vice President





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#### BY EMAIL/REGISTERED POST

Ref. No. 69080/BTL/OPR/24-25

Date: 25.02.2025

To,

Regal Dwellings Private Limited ("Issuer"),

8<sup>th</sup> floor Delta Block, Sigma Tech Park, Whitefield Varthur, Bangalore-560066, Karnataka

#### Address 2-

Registered Office : level 3 and 4, Embassy Diamante, Vittal Mallya Road, Bangalore 560001.

#### Kind Attn.: Mr. Amala Natarajan, Director

Sub: Unlisted, Unrated, Secured, Redeemable, Non-Convertible Debentures issued by Regal Dwellings Private Limited, aggregating to Rs.28,00,00,000 (Rupees Twenty-Eight Crores Only) ("Debentures").

Ref: Our last Letter dated February 21, 2025

Dear Sir,

As you are aware, we, Beacon Trusteeship Limited, acting in the capacity of the Debenture Trustee for the Non-Convertible Debentures issued by Regal Dwellings Private Limited aggregating to Rs.28,00,00,000 (Rupees Twenty-Eight Crores Only), pursuant to the Debenture Trust Deed dated February 27, 2020 ("DTD"), executed between the Issuer and the Debenture Trustee.

We refer to our letter dated February 21, 2025, wherein we requested details regarding the notice dated February 14, 2025 issued by you, the Issuer, addressed to the Debenture Holders calling for a debenture holders meeting to be held on March 11, 2025. We sought details about the outstanding payment of the coupon and step up coupon, which are payable in terms of the terms sheet at Third Schedule to the DTD.

Furthermore; we also requested clarification as to why the Debenture Trustee has not been invited to attend the ensuing Debenture Holders meeting. However, we are yet to receive any response to any of our inquiries and multiple communications made to you till date.

#### BEACON TRUSTEESHIP LIMITED

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Additionally, upon reviewing your notice dated February 14, 2025, addressed to the Debenture Holders, we noticed that no third-party scrutinizer has been appointed. Furthermore, no proper voting mechanism for both physical and online voting has been provided.

We hereby seek an immediate clarification on or before February 28, 2025. Should you fail to provide suitable clarification/response or the requisite details as requested, we shall be compelled to take necessary actions against you, the Issuer, based on the instructions of the debenture holders

We look forward to your prompt response.

For Beacon Trusteeship Limited 51005

Name: Ritobrata Mitra Designation: Vice President

Place: Mumbai

CC-Smartowner Services India Private Limited 8th floor Delta Block, Sigma Tech Park, Whitefield Varthur, Bangalore-560066, Karnataka





#### BY EMAIL/REGISTERED POST

Ref. No. 69384/BTL/OPR/24-25

Date: 28 February 2025

To.

#### 1. The Board of Directors

Regal Dwellings Private Limited ("Issuer"),

8<sup>th</sup> floor Delta Block, Sigma Tech Park,

Whitefield Varthur, Bangalore-560066,

Karnataka

Address 2-

Registered Office: level 3 and 4, Embassy Diamante, 34

Vittal Mallya Road, Bangalore 560001.

#### 2. Smartowner Services India Private Limited ("Smartowner")

8th floor Delta Block, Sigma Tech Park, Whitefield Varthur, Bangalore-560066, Karnataka

Subject: Notice in relation to the Extraordinary General Meeting (EGM) of Debenture Holders scheduled on 11 March 2025

Ref: Notice of meeting of Debenture Holders dated 14 February 2025 issued by the Issuer and circulated by Smartowner

Dear Sir,

We, Beacon Trusteeship Limited, acting in our capacity as the Debenture Trustee for the 12% Series I Unlisted Unrated Secured Non-Convertible Debentures issued by Regal Dwellings Private Limited ("Issuer"), have reviewed the Notice of the Extraordinary General Meeting (EGM) dated 14 February 2025. From communication received from the Debenture Holder, we understand that the Notice was circulated to the Debenture Holders by Smartowner. We wish to highlight the following concerns and deficiencies in the notice and the proposed proceedings:

BEACON TRUSTEESHIP LIMITED

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#### 1. Non-Invitation of the Debenture Trustee:

As the Debenture Trustee ("DT") appointed for the protection of the rights of the Debenture Holders, it is imperative that the Issuer convenes a meeting of the Debenture Holder in consultation with the Debenture Trustee and the DT is also invited to join the meeting by the Issuer as the convenor of the meeting. This omission is a serious lapse as we are mandated to safeguard the interests of the Debenture Holders. Our participation is crucial to ensure compliance with the provisions of the Debenture Trust Deed dated 27 February 2020 and applicable laws.

#### 2. Lack of a Voting Mechanism:

The EGM notice does not specify any clear voting mechanism for the Debenture Holders. The notice is silent on whether voting will be conducted by a show of hands, poll, or electronic means. This ambiguity creates uncertainty and may lead to procedural irregularities in decision-making. We have been receiving several queries from Debenture Holders with regards to the process of voting on the agenda items.

Further, it is important that both physical and online voting facility is provided in the meeting and details of such mechanism is detailed in the notice, which is totally absent in the present case.

#### 3. No Provision for Virtual Participation:

Given that Debenture Holders are located across India, the absence of an online participation facility severely restricts their ability to attend and vote at the meeting. Conducting the meeting only in a physical format in Bangalore is inconvenient and discriminatory against Debenture Holders who cannot travel. A virtual participation mechanism should have been provided to ensure fair representation.

#### 4. Lack of Clarity on Payment of Outstanding Interest Due::

Upon reviewing the notice, we understand that the notice does not provide details regarding the Issuers proposal for payment of outstanding interest dues, payment of which is now in default. As a result, Debenture Holders do not have sufficient information to make an informed decision regarding the proposed extension of the redemption date. The Issuer must clarify the treatment of interest accrued and payable on these Debentures. Several Debenture Holder have been raising queries regarding the treatment of the outstanding interest dues to be provided by the Issuer.



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# 5. Mandatory Approval of Special Resolution by three-fourth of the Debenture Outstanding:

As per terms of the Debenture Trust Deed, any special resolution affecting the debenture terms must be passed with the consent of at least 3/4<sup>th</sup> of the debenture outstanding. No such mention is recorded in the Notice, thereby keeping the Debenture Holders in the dark.

#### 6. No Appointment of a Scrutinizer for Voting:

The appointment of a third party scrutinizer is essential to ensure the fair and transparent conduct of the meeting and voting. The absence of such an appointment creates concerns about the validity and integrity of the voting process.

# 7. Non-Appointment of an Independent Practicing Company Secretary for Recording Minutes of EGM:

To ensure accurate and impartial recording of proceedings, an independent practicing company secretary should be appointed for recording Minutes of the EGM. The absence of such an appointment raises concerns about transparency and record-keeping.

We further refer to our notice(s) dated 21 February 2025 and 25 February 2025, wherein we had already raised serious concerns regarding the Issuer's failure to address outstanding dues towards unpaid interest and principal, as well as the irregularities in convening and conducting the proposed EGM. Despite our clear communication, the Issuer has neither provided any clarification nor rectified these deficiencies in the EGM notice, further reinforcing our concerns regarding the transparency and fairness of the proposed meeting.

It seems that the EGM is being conducted by the Issuer, without involving the Debenture Trustee, with a view to only get an extension of the maturity period without providing clear facts to the Debenture Holders, without any intention of curing the payment of the defaulted outstanding.

Unless the above-mentioned deficiencies are rectified and necessary corrective measures are implemented, the EGM called by the Issuer shall be deemed **infructuous**. Consequently, any resolution passed in the said meeting shall be considered as **invalid**, **non-binding**, and **unenforceable**.

We once again call upon the Issuer and Smartowner take immediate steps to rectify these issues and issue a revised notice incorporating the necessary amendments. Kindly reactives as an urgent matter,

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failing which we will be constrained to take appropriate legal and regulatory actions to safeguard the interests of the Debenture Holders.

Further, we also call upon the Issuer and Smartowner to take note of all our previous email/ letter communications dated January 17, 2025(vide email & post), January 25, 2025 (vide email), January 28, 2025 (vide email & post), Notice dated January 31, 2025 (vide email & post), February 07, 2025 (vide email), February 21, 2025 (vide email & post), and February 25, 2025 (vide email & post) and provide us with all requisite details as sought in these emails/ letter addressed to the Issuer and Smartowner.

We look forward to your prompt response.

For Beacon Trusteeship Limited

Name: Ritobrata Mitra Designation: Vice President



#### BY EMAIL/COURIER



Date: 7 March 2025

Ref No.:70004/BTL/OPR/24-25

To,

The Board of Directors

Regal Dwellings Private Limited

8th floor Delta Block, Sigma Tech Park,

Whitefield Varthur, Bangalore-560066,

Karnataka

Address2-

Level 3 & 4, Embassy Diamante,

34 Vittal Mallya Road, Bangalore,

Karnataka, India, 560001

Subject: Reply to your letter dated March 05, 2025 regarding Mandatory Attendance at Debenture Holders' Meeting – Reminder of Legal Obligations as Debenture Trustee

Dear Sir / Madam,

At the outset we would like to state that the contentions of your letter are false and misleading.

In our several correspondences dated January 17, 2025(vide email & courier), January 25, 2025 (vide email), January 28, 2025 (vide email), Notice dated January 31, 2025 (vide email & post), February 07, 2025 (vide email), February 21, 2025 (vide email & post) February 25, 2025 (vide email & post), and Notice dated February 28, 2025 (vide email & post) we have pointed out that you have failed and neglected to call upon Beacon Trusteeship Limited as the Debenture Trustee to join the meeting. In fact you had failed to inform us that a Debenture Holder meeting has been convened by you until the time we pointed out such failure basis the communication received by us from the Debenture Holders vide our letter dated February 21,2025

We reiterate that the meeting convened by you suffers from several deficiencies and lacunas.

1. There is no provision for the Debenture Holders to join the meeting virtually. In the present circumstance when you, the issuer have defaulted in the repayment of Principal and Interest on the due date, it is

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Phone: +91 95554 49955 Email: contact@beacontrustee.co.in

Website: www.beacontrustee.co.in CIN: L74999MH2015PLC271288

Mumbai | Bengaluru | Ahmedabad | Pune | Kolkata | Chandigarh | Shimla (HP) | Patna | Delhi | Jaipur | Chennai | GIFT IFSC | Indore | Kochi | Nagpur | Bhubaneswar | Thiruvananthapuram | Lucknow | Hyderabad

B110258



essential that provision should be made for maximum Debenture Holders participation in any meeting. We have time and again highlighted this deficiency and in the interest of the Debenture Holders, we have requested you to provide virtual access to Debenture Holders for joining and voting in the meeting.

- 2. The agenda of the meeting only provides for extension of maturity date. It does not have a whisper about the issuer's proposal for repayment of interest which is also in default as per terms of the issuance. We have time and again highlighted this deficiency and in the interest of the Debenture Holders, we have requested you to provide clarification with respect to the same.
- 3. The notice of the meeting issued by you does not provide for an independent third-party scrutineer who will monitor the proceedings and provide a report on the attendance and voting in the meeting. A third-party scrutineer is required so as to ensure impartial and transparent proceedings and recording of attendance and voting. We have time and again highlighted this deficiency in the interest of the Debenture Holders.
- 4. The notice only mentions that the maturity date shall be extended to June 30, 2027. However, no revival plan, cash flow projections etc. is provided as part of explanatory statement to the notice. This is required for the Debenture Holders to take informed decision on the agenda set forth. This data should have been given with the notice to give sufficient time to the Debenture Holders to analyse the same before they are made to vote on the agenda items.

Further in addition to the aforesaid we had also requested for the list of Debenture Holders along with their contact details which have not been provided as yet. It is the duty of issuer in accordance with The Companies Act, 2013 to maintain and provide the list of Debenture Holders to the Debenture Trustee.

We also seek clarification regarding your relationship with Smartowner Services India Private Limited, as there has been no direct communication between us and the Issuer. Furthermore, no designated officials / Director of the issuer has reached out to us at any time prior of after the notice of the meeting was issued. It has come to our attention that Smartowner Services India Private Limited has independently circulated the notice for the Debenture Holders' meeting to the Debenture Holders.

Additionally, we request the shareholding pattern of the Issuer Company for our records.

In response to the allegations made in your letter, we would like to state the following

- We have always acted in accordance with the applicable laws and regulations, and for the protection of the interests of Debenture Holders. Accordingly we have time and again pointed out the deficiencies with regard to the proposed meeting called by you.
- 2. We have vide our notice dated January 31, 2025 called upon you to immediately pay all the outstanding dues.
- 3. We have vide our several communications pointed out that unless the deficiencies related to the meeting are cured, the meeting shall be infructuous and any resolution passed in such meeting shall be invalid and





nonbinding. Also in the interest of the Debenture Holder we shall be convening a separate meeting of the Debenture Holders to seek suitable instructions for further course of action.

We would like to emphasize that we are well aware of our duties and responsibilities under law as Debenture Trustees and have been acting in the interests of the Debenture Holders. We have never refused to attend a validly convened meeting of Debenture Holders. However, in view of the several deficiencies as mentioned above, it is our understanding that the meeting is being convened by you to suit your interests with a sole objective of extending the maturity date without having any intension to repay the Debenture Holders.

Accordingly, we do not want to give credibility by joining such a proposed meeting convened by you which detrimental to the interests of the Debenture Holders and seek to serve the interest of the issuer only.

We are willing to participate in any Debenture Holder meeting which is validly convened and all the deficiencies mentioned above and mentioned in our several communications are rectified.

We still await to hear from you with regards to the several deficiencies highlighted by us and hope that you shall rectify the same immediately and notify us as well as the Debenture Holders.

We look forward to your prompt response.

For Beacon Trusteeship Limited

Name: Ritobrata Mitra

**Designation: Vice President** 

# **CHANGE OF NAME**

, George .M, Aged about 47 years, S/o. Muthu, R/at 3, Ground Floor, G Block Slum Board Quarters. Hesaraghatta Road, Chikka Bettahalli, Vidvaranyapura Post, Bangalore - 560 097, do hereby declare that I have changed my name from George Louis to George .M vide affidavit dated 07.03.2025 sworn to before Prakasha .C.

# CHANGE OF NAME

Advocate & Notary, Bengaluru

. Yogesh, Aged about 28 years, C/o Irudianadan R/at No. 19, 2nd Mair Road. 2nd Cross. Gangothri Lavout Margodanahalli, Bidarahalli Hobli Bengaluru - 560 029, do hereby declare that I have changed my name from **Joseph Yogesh** to Yogesh vide affidavit dated 07.03.2025 sworn to before Prakasha .C, Advocate & Notary Bengaluru.

# PUBLIC NOTICE

his is to inform the Debenture Holders Regel Dwellings Private Limited & Oaktre Properties Private Limited for the Unlisted ICD issued under DTD Dated February 27 2020 and March 11, 2020, respectively that he EGM meeting of debenture holders calle by issuers suffers from several deficiencies and lacunas namely Lack of clarity proposed cash flow & revival plans, details of independent scrutinizer provided the notice, no option for investors to attended and vote virtually etc. The details of the deficiencies are posted on the Debentur Trustee website at https://beacontrustee.co.i The meeting shall considered void unless the eficiencies are rectified prior to the meeting Beacon Trusteeship Limited

IN THE COURT OF 1st ADDL. CIVIL JUDGE AND C.Mis. 74/2025

BETWEEN: Smt. Gangamma and others ... Petitioner AND: THE TAHASILDAR, Chief Registrar of Births & Deaths, Nelamangala Taluk, Nelamangala ... Respondent PUBLIC NOTICE

The petitioners have filed petition under section 13(3 of Registration of Births and Deaths Act 1969, seeking

of Registration of Births and Deaths Act 1969, seeking direction to the respondent authority to issue the death certificate of PUTTAHANUMAKKA W/o LATE. POOJAGAIAH Died on Q2/03/1991 at Sulukunte Village, Thyamagondlu Hobli, Nelamangala Taluk, Bangalore Rural District. The above said case is posted to 01/04/2025

to U1/U4/2025

for hearing on the said petition. That if any person/persons desire to oppose the said petition or claim or interest shall appear before the Honble court in person or by duly instructed pleader at 11:00 a.M. failing which the above said petition will be heard, disposed on enquiry. disposed on enquiry.

Given under my hand and seal of the court on this 07/03/2025

By order of the Court, Chief Ministerial Officer, Court of Judge Junior Division and JMFC Court.

Advocate for Petitioner: **GANGARAJ .B.** Devanga Street, Nelamangala Town Bangalore Rural District

# IN THE COURT OF THE 15th ADDL. CHIEF JUDICIAL MAGISTRATE BENGALURU RURAL DISTRICT AT BENGALURU C. MISC. No. 1178/2025

C. MISC. NO. 11 8/2025

BETWEEN: SIR: PILLAPPA REDDY. H/o Late. Indira. S/o
Late. Annaian Reddy, aged about 64 years, R/at No. 2555,
14th Cross, HSR Layout, 1st Sector, Bengaluru-560 068,
SMT. PADMAVATI, D/o Late. Indira and Pilappa Reddy,
W/o Sudarshan, aged about 45 years, R/at No. 136,
Annaian heddy Building, SM Cross, Maruth Nagar Main
Road, BTM Layout 1 Stage, Bengaluru-560 068
...PETITIONERS

AND: The Commissioner, The Registrar of Births an Deaths, BBMP Bengaluru ...RESPONDENTS NOTICE

Whereas, The Potitioners above named have filed the above petition seeking the relief of an order of direction to issue of Death Certificate of deceased Smt. Indira W/o Sri. SA. Pilappa Reddy, who is legally wedded wife of the petitioner no. 1 and mother of the petitioner no. 2 berein as said Smt. Indira died on 1/109/2002 Wednesday evening at Central Silk Board, Maddwala, Hosur Main Road, Bengaluru-560068. As the Death Certificate of the deceased is required for the documentation purpose and to maintain family status of the petitioners herein. Any persons interested in this matter, may appear befor the above court on **16-04-2025** 

Given under my hand and seal of this Court on th 04-03-2025 By order of the Court, Sheristedar, XV Addl. Chief Judicia Magistrate, Bengaluru City

Advocate for Petitioner: Smt. Saraswathi

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE & C. MISC. No. 91/2025

And: The Tahasildar, Yalahanka Taluk.

PUBLIC NOTICE the undersigned advocate on behalf of my clier imt. Narasamma and others have filed the petitio or death certificate of Sri. Dobi Munishami S/c ate Dobi Muniyappa expired on 05.10.1980 a Appelanpapaseabiliticae, lale Jobbi Valphank

Manchappanahosahalli Village, Jala Hobli, Yalahanka Taluk, Bengaluru District. If any of the parties wh have objections or claims may dispute regarding th same could and same any other interested person appear before the Principal Civil Judge and J.M.F.( at Devanahalli on date of hearing on 03-04-2025 a

By Order of the Court, Chief Ministerial Officer ಮುಖ್ಯ ಲಿಪಿಕಾರರು, Civil Judge & JMFC Court, Devanahalli Advocate for Petitioner Address for Service: Sri. Krishnamurthy H.S., Advocate Office at: M.R. Complex, Sulibele Road, Devanahalli Town, Bengaluru Rural District.

IN THE COURT OF THE PRL. CIVIL JUDGE AND JMFC AT HOSKOTE

# Crl. Misc. No. 15/2025

BETWEEN: 1. Smt. Lakshmamma, W/o Latt Venkataramanappa Aged about 71 years, 2. Smt Bharathamma D/o Late Venkataramanappa Aged abou 45 years, R/3t Chowdadenahali Village, Lakkur Hob Malur Taluk, Kolar District-563160. 3. Smt. Sujatha D/o Malur Taluk, Kolar District-563160. 3. Smt. Sujatha Ivo Late Venkataramanappa Aged about 43 years, 4. Sri Muniraju S/o Late Venkataramanappa Aged about 39 years, 5. Sri Venkatesh S/o Late Venkataramanappa Aged about 39 years. Petitioners 1, 3 to 5 are R/at Gunduru Village Anugondanahalli Hobli, Hosakote Taluk. re Rural District, Bangalore -560067

AND: The Tahasildhar Hosakote Taluk Hosakote

GENERAL NOTICE TO PUBLIC Whereas the petitioners have filed the above petition seeking a direction to the Tahasildhar, Hosakote Taluk to register the date of death of Sri KRISHNAPPA S/o Late register the date of death of Sri KHISHNAFT of Stringster the date of death of Sri KHISHNAFT of Stringster the great grand father of petitioner no 1 who died on 01 1-02-1980 c. Gunduru Village, Anugondanahalli Hobi, Hosakote Talul Bangalore Rural District. Wherefore any party directly of the stringster of likely to be affected may appear. indirectly/interested or likely to be affected may appeal before this hon'ble court at 11.00 A.M on 19.04.2025 either in person or through advocate duly instructed Falling which the matter will be heard and disposed off. nder my hand and seal of the court this day

By Order of the Court, Sheristedar Prl. Civil Judge & JMFC, Hoskote. SATHYANARAYANA, Advocate

III JUDGE SCC BEFORE THE MOTOR ACCIDENT CLAIMS TRIBLINAL AT CHENNAL O.P.No.4848 of 2024

-Vs-1.R.Saravanan alais Kalyanasundram 2. United India Ins Co Ltd 3.I C Mohan

Petition

4. National Ins Co Ltd 5.The Managing Director Tiruchira palli Regio Instc Kumbakonam

TO: R3 I C Mohan S/O.Chandregowda NO.82, Hotel Mass Residence Compount, Hosur Main Road, Madiwala.

Bengalore-560 068. Above case was posted on 16/04/2025 i our appearance. Before the Hon'ble Court II ludge Small Causes Court at Chennai 10:30 ım either in person or through gone counse

vithout fail failing which the matter will b

M/s SARAVANA RHAVA ASSOCIATES C.BALASUBRAMANIAN **COUNSEL FOR PETITIONER** 

Place: Mumbai

Date : March 10, 2025

# **CHANGE OF NAME**

, DV Shaline Cinthiya, Aged about 26 years, D/o. A. David Vamsili, B/at 40/10 Sannanna Lane Opp. Lokesh Tent, Lingarajapuram, Bangalore - 560 084, do hereby declare that I have changed my name from Shalini Sinthia to **DV Shaline Cinthiya** vide affidavit dated 07.03.2025

sworn to before Prakasha .C.

Advocate & Notary, Bengaluru.

NOTICE

Notice is hereby given that the share certificate(s)for 55 equity shares of Rs.10/each bearing certificate Nos.363773,363774

and 905475 and Distinctive Nos.39972902

39972902 39972903-39972903 and

93418880-934188932 under Folio No.S0003608 standing in the name of J/w SUMATHI S PRABHU/MANURU SUBBARAYA

PRABHU of ABB India Limited have been lost

or misplaced and undersigned have applied to the Company to issue duplicate share

certificate(s) for the said shares. Any person(s

who have claim in respect of the aforesaid

shares should lodge claim for the same with the Company at its Registered Office: 3rd Floor, Plot No.5&6,2nd Stage, Peenya

Industrial Area 4, Peenya, Bengaluru, Karnataka 560058 within 15 days from the date of this notice, else the Company will

roceed to issue duplicate share certificate(s)

Sd/-

Name of the Shareholder / Legal Heir:

Date: 10/03/2025 Place: Bengaluru

Place : BANGALORE

sposed of exparte. suing on this 7th day of March 2025 with sea and signature of the Court. By Order of the Court, Shirastedar, CJM, Bangalore Rural, Bangalore. Advocate for Petitioner: Sri. B.L. Jayarama

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE &

**PUBLIC NOTICE** 

annappa. S/o. Late Mayanna was died or

11.08.2004 at House No.344/1. Tharalu Villac

Kaggalipura, Uttarahalli Hobli, Bangalore South, Bangalore-560082, for registering date of death, and obtaining death Certificates, the legal

heirs of the deceased by namely Smt.Sharada and other's has filed Crl. Misc. No. 236/2025.

Under section 13(3) of the Karnataka Births and deaths Registration Act-1969 before the Hon'ble II Addl Chief Judicial Magistrate, Bangalore Rural District at Bangalore, pertaining to this Petition if

anybody having any objection may be filed on

17.03.2025 at 11.am fails to do same may be

C. MISC. No. 90/2025 And : The Tahasildar, Yalahanka Taluk

...Respondent DUDI IC NOTICE PUBLIC NOTICE

I, the undersigned advocate on behalf of my client
Smt. Narasamma and others have filed the petition
for death certificate of Sri. Dobi Muniyappa S/o
Dobi Munishamappa expired on 25-02-1950 at
Manchappanahosahalli Village, Jala Höbli, Yalahanrka
Taluk, Bengaluru District. If any of the parties who
have objections or claims may dispute regarding the
same could and same any other interested persons
appear before the Principal Civil Judge and J.M.F.C
at Devanahalli on date of hearing on 03-04-2025 at
11-00 AM in C. Misc No. 90/2025

Devanahalli Advocate for Petitioner Address for Service Sri. Krishnamurthy H.S., Advocate
Office at: M.R. Complex, Sulibele Road,
Devanahalli Town, Bengaluru Rural District

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE &
JMFC AT DEVANAHALLI C. MISC. No. 92/2025

**PUBLIC NOTICE** 

Siddaiah @ Nallaiah, S/o, Late Kalluputtaiah wa

died on 03.08.1979 at House Pachepalya Villag

died on U3.08.1979 at House Pachepalya Village, Chikkanahali, Tavarekere Hobil, Bangalore South, Bangalore-562130, for registering date of death, and obtaining death Certificates, the legal heirs of the deceased by namely Sri.Ramaiah has filed Crl. Misc. No. 208/2025, Under section

13(3) of the Karnataka Births and deaths Registration Act-1969 before the Hon'ble Chie Judicial Magistrate, Bangalore Rural District a Bangalore, pertaining to this Petition if anybody

naving any objection may be filed on 15.03.202

at 11.am fails to do same may be disposed or

exparte. Issuing on this 7th day of March 2025 with se

By Order of the Court. Shirastedar. C.IM.

Bangalore, Rural, Bangalore.

Advocate for Petitioner: Sri. B.L. Jayarama

and signature of the Court.

And: The Tahasildar, Yalahanka Taluk. ...Respondent

PUBLIC NOTICE ndersigned advocate on behalf of my clie arasamma and others have filed the petition the certificate of Smt. Venkatamma W or death certificate of Smt. Venkatamma W. angappa expired on 20.10.1974 Manchappanahosahalli Village, Jala Hobli, Yalahanka Taluk, Bengaluru District. If any of the parties who have objections or claims may dispute regarding the same could and same any other interested persons appear before the Principal Civil Judge and J.M.F.C at Devanhalli on date of hearing on 03-04-2025 at 11-00 AM in C. Misc No. 92/2025. By Order of the Court, Chief Ministerial Office ಮುಖ್ಯ ಲಿಪಿಕಾರರು, Civil Judge & JMFC Court,

Devanahalli Advocate for Petitioner Address for Service Sri. Krishnamurthy H.S., Advocate
Office at: M.R. Complex, Sulibele Road,
Devanahalli Town, Bengaluru Rural District.

Sr. No.	Name of Borrower(s) (A)	Particulars of Mortgaged property/properties (B)	Date Of NPA ( C )	Outstanding amount ( Rs.) (D)			
1.	LOAN ACCOUNT NO. HHLBGM00519048 1. K J NAGAVENI 2. GOWRAMMA	WESTERN PORTION OF SITE NO. 33, LAGGERE KANESHUMARI NO. 403, 19TH MAIN ROAD, SWATANTRA YODHA NAGAR, KEMPEGOWDA LAYOUT, BASAWESHWARA NAGAR YESHWANTHPURA HOBLI LAGGERE VILLAGE, BANGALORE - 560058, KARNATAKA.	03.01.2025	Rs. 33,82,621.02/- (Rupees Thirty Three Lakh Eighty Two Thousand Six Hundred Twent One and Paise Two Only) as on 03.02.2025			
Tha	That the above named borrower(s) have failed to maintain the financial discipline towards their loan account (s) and as per book						

Notice under section 13(2) of the Securitisation and Reconstruction of

Financial Assets and Enforcement of Security Interest Act, 2002 (The Act)

of accounts maintained in the ordinary course of business by the Company, Column D indicates the outstanding amount. Due to persistent default in repayment of the Loan amount on the part of the Borrower(s) the above said loan account has beer classified by the Company as Non Performing Asset (as on date in Column C) within the guidelines relating to assets classification

issued by Regulating Authority. Consequently, notices under Sec. 13(2) of the Act were also issued to each of the borrower. In view of the above, the Company hereby calls upon the above named Borrower(s) to discharge in full his / their liabilities toward: the Company by making the payment of the entire outstanding dues indicated in Column D above including up to date interest costs, and charges within 60 days from the date of publication of this notice, failing which, the Company shall be entitled to take possession of the Mortgaged Property mentioned in Column B above and shall also take such other actions as is available to the Company in law.

Please note that in terms of provisions of sub - Section (8) of Section 13 of the SARFAESI Act, "A borrower can tender the entir amount of outstanding dues together with all costs, charges and expenses incurred by the Secured Creditor only till the date o publication of the notice for sale of the secured asset(s) by public auction, by inviting quotations, tender from public or by private reaty. Further it may also be noted that in case Borrower falls to redeem the secured asset within aforesaid legally prescribed time rame, Borrower may not be entitled to redeem the property."

In terms of provision of sub-Section (13) of Section 13 of the SARFAESI Act, you are hereby prohibited from transferring, either by way of sale, lease or otherwise (other than in the ordinary course of his business) any of the secured assets referred to in the notice, without prior written consent of secured creditor.

Note : We have no connection with Svamaan Financial Services Pvt. Ltd.

For SAMMAAN CAPITAL LIMITED (Formerly known as Indiabulls Housing Finance Ltd. Authorized Office

# RBLBANK

# RBL BANK LIMITED

Corporate Identification Number: L65191PN1943PLC007308 Registered Office: 1st Lane, Shahupuri, Kolhapur - 416 001, Tel: +91 231 6650214 Website: www.rblbank.com, Email: investorgrievances@rblbank.com

# **Postal Ballot Notice**

[Pursuant to Section 110 of the Companies Act, 2013 read with Rule 22 of Companies (Management and Administration) Rules, 2014, as amended] Members are hereby informed that, pursuant to Sections 108 and 110 of the Companies Act, 2013 ("the

Act") and other applicable provisions, if any, of the Act and Rule 20 and Rule 22 of the Companies (Management and Administration) Rules, 2014 ("Rules"), as amended from time to time, read with General Circular No. 14/2020 dated April 8, 2020, General Circular No. 2/2022 dated May 5, 2022, General Circular No. 11/2022 dated December 28, 2022, General Circular No. 09/2023 dated September 25, 2023 and General Circular No. 9/2024 dated September 19, 2024 issued by the Ministry of Corporate Affairs ("MCA") pertaining to holding of general meetings / conducting postal ballot process through voting by electronic means ("remote e-voting") [hereinafter collectively referred to as "MCA Circulars"], Regulation 44 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, ("SEBI Listing Regulations") including any statutory modification(s) or re-enactment(s) thereof for the time being in force, Secretarial Standard on General Meetings ("SS-2") issued by the Institute of Company Secretaries of India and subject to other applicable laws and regulations. approval of Members is being sought by way of Postal Ballot, only through voting by electronic means for the below items of special business:

[	Sr. No.	Description of the Resolutions	Type of Resolutions
	To approve the appointment of Mr. Soma Sankara Prasad     (DIN: 02966311) as Non-Executive Independent Director of the Bank,     with effect from January 15, 2025		Special
	2.	To approve re-appointment of Mr. R. Subramaniakumar (DIN: 07825083) as the Managing Director & CEO of the Bank for a period of three years with effect from June 23, 2025 to June 22, 2028	Ordinary

The Bank has completed the dispatch of the Postal Ballot Notice (Notice) dated March 07, 2025, along with Explanatory Statement through electronic mode on March 10, 2025 to all those Members, whose email addresses are registered with the Bank or with the depository(ies) / depository participants and whose names appear in the Register of Members/list of beneficial owners as on Friday, February 28, 2025. A person who is not member as on Friday, February 28, 2025, should treat the Postal Ballot Notice for information purpose only.

In terms of MCA Circulars as the voting is to be executed only by electronic means, the Physical copy of the Notice along with postal ballot forms and pre-paid business envelope has not been sent to the Members. Accordingly, the communication of the assent or dissent of the Members would take place through Remote e-voting only.

Members holding shares in physical or dematerialized form, as on the Cut-off date, being Friday, February 28, 2025 shall only be entitled to exercise their right to vote by electronic means on the items of business specified in the Postal Ballot Notice. The Bank has engaged the services of Central Depository Services (India) Limited ("CDSL") to provide Remote e-voting facility to the Members. The voting rights of the Members shall be in proportion to the percentage of shares held by Members in the paid-up equity share capital of the Bank as on the Cut-off date. The Remote e-voting period commences on Tuesday, March 11, 2025, 10:00 a.m. (IST) and ends on Wednesday, April 09, 2025, 5:00 p.m. (IST). During this period, Members of the Bank holding shares either in physical form or in dematerialized form, as on the Cut-off date may cast their vote. The e-voting shall not be allowed beyond aforesaid date and time and shall be disabled by CDSL. Once the vote on the resolution is cast by the Member, the same shall not be allowed to be changed subsequently.

Members holding shares in physical form are requested to register/update their KYC details including email address by submitting duly filled and signed Form ISR-1 along with such other documents as prescribed in the Form to the Registrar and Transfer Agents of the Bank ("RTA") viz. MUFG Intime India Private Limited (formerly known as M/s, Link Intime India Private Limited). Form ISR-1 is available on the website of the Bank at https://ir.rblbank.com/investors-awareness.aspx and on the website of RTA at https://linkintime.co.in/. For necessary guidance on the process for updation, the Members can also reach the RTA of the Bank at MUFG Intime India Private Limited, C-101, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai - 400083 or Email at - rnt.helpdesk@linkintime.co.in. for any clarification.

The Postal Ballot Notice is available on the Bank's website <u>https://ir.rblbank.com/general-meetings.aspx</u> for download. The Postal Ballot Notice can also be accessed from the websites of the Stock Exchanges i.e. BSE Limited and National Stock Exchange of India Limited at www.bseindia.com and www.nseindia.com, respectively. The Postal Ballot Notice is also disseminated on the website of CDSL (agency for providing the Remote e-Voting facility) i.e. www.evotingindia.com.

All grievances connected with the facility for voting by electronic means may be addressed to Mr. Rakesh Dalvi, Sr. Manager, Central Depository Services (India) Limited (CDSL), A Wing, 25th Floor, Marathon Futurex, Mafatlal Mill Compounds, N M Joshi Marg, Lower Parel (East), Mumbai - 400013 or an email can be sent to helpdesk.evoting@cdslindia.com or call at toll free no. 1800 21 09911.

The Board of Directors of the Bank has appointed Mr. S N Viswanathan, Practicing Company Secretary (ACS: 61955), failing him, Ms. Aparna Gadgil, Practicing Company Secretary (ACS: 14713) of M/s. S. N. Ananthasubramanian & Co., Company Secretaries to scrutinize the Remote e-voting process in a fair and transparent manner.

The results of Postal Ballot will be announced within 2 working days of conclusion of Remote e-voting period at the Registered Office and Corporate Office of the Bank. The results along with the Scrutinizer's Report(s) shall be intimated to the Stock Exchanges i.e. BSE Ltd. and National Stock Exchange of India Limited and the same shall be simultaneously published on the website of the Bank at https://ir.rblbank.com and on the website of CDSL www.evotingindia.com.

> For RBL Bank Limited Niti Arya Company Secretary FCS - 5586

CAA-2 BEFORE THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH

IN THE MATTER OF SECTIONS 230 TO 232 READ WITH RULE 3(2) OF THE COMPANIES (COMPROMISES, ARRANGEMENTS, AMALGAMATIONS) RULES, 2016

IN THE MATTER OF SCHEME OF AMALGAMATION OF SIRIUS ZIP FASTENERS PRIVATE LIMITED AND MERCURY MANAGEMENT AND TECHNICAL SERVICES PRIVATE LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS CA (CAA) NO. 29/BB/2024

Sirius Zin Fasteners Private Limited CIN: U28999KA1988PTC009372

Registered Office: T1-109, Parappana Agrahara Main Road, Sai Meadows, Kudlu Bangalore, Karnataka, India, 560068 ...APPLICANT COMPANY NO. 1 / TRANSFEROR COMPAN)

Mercury Management and Technical Services Private Limited CIN: U63023KA1996PTC019724

Registered Office: T1-109, Parappana Agrahara Main Road, Sai Meadows, Kudlu, Bangalore, Karnataka, India, 560068

NOTICE AND ADVERTISEMENT FOR DISPENSATION OF THE MEETINGS OF EQUITY SHAREHOLDERS, SECURED AND UNSECURED CREDITORS OF TRANSFEROR COMPANY

NOTICE AND ADVERTISEMENT FOR DISPENSATION OF THE MEETINGS OF

Hon'ble National Company Law Tribunal (Hon'ble NCLT) has directed to dispense separate meetings to be held of the Equity Shareholders, Secured and Unsecured Creditors of Transferor Company and Equity Shareholders of Transferee Company considering affidavits for dispensation of meeting filed by their respective shareholder

Copies of the said Scheme of Amalgamation under section 230, 231 and section 232 o the Companies Act, 2013 ("the Act") along with applicable rules, can be obtained free of charge at the registered office of the Transferor Company and Transferee Company being - "T1-109, Parappana Agrahara Main Road, Sai Meadows, Kudlu, Bangalore, Karnataka, India, 560068" by any of its Equity Shareholders, Secured and Unsecured Creditors, on any working day, during the business hours of the Company and the same shall be furnished by company on requisition being made.

Any person, company, or institution aggrieved by the aforesaid order may approach the Registry of the Hon'ble NCLT, Bengaluru Bench, at Corporate Bhawan, 12th Floor, Raheja Towers, M.G. Road, Bengaluru – 560001, with a copy sent to the respective ompany's registered office as mentioned above.

For and on behalf of Sirius Zip Fasteners Private Limited (Transferor Company)

Sd/-Subbareddy Pothiperumal DIN: 03329688 Designation: Director Place: Bangalore Dated this 11th day of March 2025

For and on behalf of Mercury Management and Technical Services Private Limited (Transferee Company) Sd/-Subbareddy Pothiperumal

DIN: 03329688 Designation: Director Place: Bangalore

## POSSESSION NOTICE

The undersigned being the Authorized Officer of INDIABULLS HOUSING FINANCE LIMITED (CIN:L65922DL2005PLC136029) (now known as SAMMAAN CAPITAL LTD) under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of powers conferred under Section 13 (12) read with Rule 3 of the Security Interest (Enforcement) Rules 2002 issued Demand Notice dated 18.05.2021 calling upon the Borrower(s) SIDDAGUNTAPALYA N CHIKKANNIA H REDDY AND GARVEBHAVADLYA CHINNASWAMY RANI ALIAS RANI G C to repay the amount mentioned in the Notice being Rs. 2 91 38 728 26 (Rupees Two Crore Ninety One Lakhs Thirty Eight Thousand Seven Hundred Twenty Eight and paise Twenty Six Only) against Loan Account No. HLAPBGM00197120 as on 01.04.2021 and interes thereon within 60 days from the date of receipt of the said Notice

The Borrower(s) having failed to repay the amount, Notice is hereby given to the Borrower(s) and the public in general that the undersigned has taken Possession of the property described herein below in exercise of powers conferred on him under Sub-Section (4) of Section 13 of the Act read with Rule 8 of the Security Interest (Enforcement) Rules, 2002 on 05.03.2025.

The Borrower(s) in particular and the public in general is hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of INDIABULLS HOUSING FINANCE LIMITED (now known as SAMMAAN CAPITAL LTD) for an amount of Rs. 2.91.38.728.26 (Rupees Two Crore Ninety One Lakhs Thirty Eight Thousand Seven Hundred Twenty Eight and paise Twenty Six Only) as on 01.04.2021 and interest thereon.

The Borrowers' attention is invited to provisions of Sub-Section (8) of Section 13 of the Act in respect of time available, to redeem the Secured Assets

#### **DESCRIPTION OF THE IMMOVABLE PROPERTY** ALL THAT PIECE AND PARCEL OF THE VACANT SITE BEARING NO. 78/10-2

(OLD NO. 78 AND NEW NO 10-2), 8TH CROSS, 1ST MAIN, S.G. PALYA, D.R. COLLEGE POST, BANGALORE - 560029, KARNATAKA, BBMP, AND BOUNDED

EAST BY : PROPERTY OF SRI S. N. SRINIVASA REDDY

WEST BY : PRIVATE ROAD NORTH BY: 8TH CROSS ROAD SOUTH BY: PRIVATE ROAD

MEASURING EAST TO WEST: 36 FEET AND NORTH TO SOUTH: 78 FEET

Date: 05.03.2025 **Authorised Officer** SAMMAAN CAPITAL LTD Place: BANGALORE (FORMERLY INDIABULES HOUSING FINANCE LIMITED)

O/s Amount

Rs. 1,79,011/- (Rupees One Lakh Seventy Nine

Three Thousand Eight Hundred Fifty One

Only) as on 03-03-2025

Physical

- Rs.

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# TATA CAPITAL HOUSING FINANCE LTD.

Registered Address: 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400013. Branch Address: TATA CAPITAL HOUSING FINANCE LIMITED, No 82/1, Ground Floor, Krishna Towers, Richmond Road, Bengaluru – 560025

NOTICE FOR SALE OF IMMOVABLE PROPERTY

(Under Rule 8(6) read with Rule 9(1) of the Security Interest (Enforcement) Rules 2002)

E-Auction Notice of 15 days for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Rule 8(6) and Rule 9(1) of the Security Interest (Enforcement) Rules, 2002

Notice is hereby given to the public in general and in particular to the below mentioned Borrower and/ Co- Borrower, or their legal heirs/representatives (Borrowers) that the below described immovable property mortgaged to Tata Capital Housing Finance Ltd. (TCHFL), the Possession of which has been taken by the Authorised Officer of TCHFL, will be sold on 28-03-2025 on "As is where is" & "As is what is" and "Whatever there is" and without any recourse basis" for recovery of outstanding dues from below mentioned Borrower and Co-Borrowers. The Reserve Price and the Earnest Money Deposit is mentioned below. Notice is hereby given that, in the absence of any postponement/ discontinuance of the sale, the said secured asset / property shall be sold by E-Auction at 2.00 P.M. on the said 28-03-2025. The sealed envelope containing Demand Draft of EMD for participating in E-Auction shall be submitted to the Authorised Officer of the TCHFL on or before 27-03-2025 till 5.00 PM at Branch address TATA CAPITAL HOUSING FINANCE LIMITED, No 82/1, Ground Floor Krishna Towers, Richmond Road, Bengaluru – 560025 The sale of the Secured Asset/ Immovable Property will be on "as is where condition is" as per brief particulars described herein below

Sr Loan Name of Borrower(s) / Co-Pasarya Farnast Type of Amount as nor

2. TCHHL Mr Rajiv Rs. 25,58,469 /- (Rupees Twenty Five Lakh Fifty Eight | Flat no 004 - | Flat no 004

049300 | Kumar | Thousand Four Hundred and Sixty Nine Only) is due and | Rs.

No	A/c. No	borrower(s) / Legal Representative/ Guarantor(s)	Demand Notice	Price	Money	possession	0/3 Alliount
1.	TCHINO 808000 100151 192 & TCHHL 080800 010014 1770	Mr. G C Basavaraju Mrs. Geetha D C	Rs. 36,77,669 /- (Rupees Thirty Six Lakh Seventy Seven Thousand Six Hundred and Sixty Nine Only) is due and payable by you under loan account No TCHHL08080001001141770, and an amount of Rs. 1,21,242/- (Rupees One Lakh Twenty One Thousand Two Hundred and Forty Two Only) is due and payable by you under loan account No TCHIN0808000100151192, totaling to Rs. 37,98,660/- (Rupees Thirty Seven Lakh Ninety Eight Thousand Six Hundred and Sixty Only)	Rs. 37,80,000/- (Rupees Thirty Seven Lakh Eighty Thousand Only)	Rs. 3,78,000/- (Rupees Three Lakh Seventy Eight Thousand Only)	Physical	Rs. 4376367/- (Rupees Forty Three Lakh Seventy Six Thousand Three Hundred Sixty Seven Only) is due and payable by you under Agreement no. TCHHL0808000100141770 and an amount of Rs. 153358/- (Rupees One Lakh Fifty Three Thousand Three Hundred Fifty Eight Only) is due and payable by you under Agreement no. TCHIN0808000100151192 totalling to Rs. 4529725/- (Rupees Forty Five Lakh Twenty Nine Thousand Seven Hundred Twenty Five Only) as on 03-03-2025
Dae	Description of the Immovable Property: All that piece and parcel of the Desidential Vacent Site No.64 hearing Grama Panchayath Khatha No.948/64 (Old Khatha No.948) and E						

Description of the Immovable Property: All that piece and parcel of the Residential Vacant Site No.64 bearing Grama Panchayath Khatha No.948/64 (Old Khatha No.948) and E. Khatha No.152500901200401041 (formed in Sy.No.61/4A) measuring East to West : 12.20 Mtrs and North to South: 9.14 Mtrs is situated at Yallapura Village, Kasaba Hobli, Tumkur Taluk Bounded :- East :- Site No.79, West :- Road, North :- Others Land., South :- Site No.65 Note :- Writ Petition filed by the Borrower against TCHFL (WP/31694/2024) is pending oefore Karnataka High Court, No stay order is passed against TCHFL in the said case, The bidders are advised to conduct due diligence before submitting the bid. The auction shall be subject to the outcome of the litigation

010026	Singh.	payable by you under Agreement no.	30,00,000/-	3,00,000/-	under Agreement no. TCHIN0493000100267514
2956 &		TCHHL0493000100262956 and an amount of Rs.	(Rupees	(Rupees	and an amount of Rs. 27,77,781/- (Rupees Twenty
TCHHL		2,75,455/- (Rupees Two Lakh Seventy Five Thousand	Thirty Lakh	Three Lakh	Seven Lakh Seventy Seven Thousand Seven
049300		Four Hundred and Fifty Five Only) is due and payable by	Only)	Only)	Hundred Eighty One Only) is due and payable by
010026		you under Agreement No. TCHIN0493000100267512	And	And	you under <b>Agreement no</b> .
2696 &		and an amount of Rs. 1,56,111/- (Rupees One Lakh Fifty	Flat no 101 -	Flat no 101	TCHHL0493000100262956 and an amount of Rs.
TCHIN0		Six Thousand One Hundred and Eleven Only) is due and	Rs.	- Rs.	3,07,650/- (Rupees Three Lakh Seven Thousand
493000		payable by you under Agreement No.	50,00,000/-	5,00,000/-	Six Hundred Fifty Only) is due and payable by you
100267		TCHIN0493000100267514 and an amount of Rs.	(Rupees	(Rupees	under Agreement no. TCHIN0493000100267512
512 &		46,55,204/- (Rupees Forty Six Lakh Fifty Five Thousand	Fifty Lakh	Five Lakh	Rs. 50,22,708/- (Rupees Fifty Lakh Twenty Two
TCHIN0		Two Hundred and Four Only) is due and payable by you	Only)	Only)	Thousand Seven Hundred Eight Only) is due and
493000		under Agreement No. TCHHL0493000100262696,			payable by you under <b>Agreement no.</b>
100267		totalling to Rs. 76,45,239/- (Rupees Seventy Six Lakh			TCHHL0493000100262696 totalling to Rs.
514		Forty Five Thousand Two Hundred and Thirty Nine Only),			82,87,150/- (Rupees Eighty Two Lakh Eighty
		•••••			Seven Thousand One Hundred Fifty Only) as on
		10-06-2024			05-03-2025

Description of the Immovable Property: Item No.1 SCHEDULE "A" PROPERTY All that piece and parcel of undeveloped and converted land property bearing BBMP Khata Serial No 1616, Sv No. 93/4, Muncipal No. 179 (BBMP Khatha No. 1616/93/4/179), situated at Varthur I Formerly Portion of converted Survey No. 93/4 of Varthur Village, Varthur Hobli Previously Bangalore South Taluk, Presently East Taluk, converted for residential purpose vide official memorandum No. ALN.EVH.SR.287/14-15 dated 25.03.2015 now coming under urisdiction of BBMP, Ward No. 149, Bangalore, measuring 9.10 Guntas and bounded on the :- East By : Remaining Land in Survey No.93/4, West By : Remaining Land in Survey No. 93/4, North By: Land in Survey No. 92, South By: Road

SCHEDULE 'B' PROPERTY 230 Square Feet of, undivided share, right, title and interest of the land in the total land of Schedule A Property referred to above. SCHEDULE 'C' PROPERTY Flat bearing No.101 on First Floor having super built up area of 1128 Square Feet, with One Covered Car Parking together with 804 Square Feet of CARPET AREA of the Apartment known as "VE-MEADOWS" / "HEMA VIJAYA" contains 2 BHK Bed room, kitchen, dining, toilet, Living room along with water and electricity together

with common areas such as passages, lobbies, lifts, staircase and other areas for common use. tem No.2 SCHEDULE "A" PROPERTY All that piece and parcel of undeveloped and converted land property bearing BBMP Khata Serial No.1616, Sy.No. 93/4, Muncipal No. 179 (BBMP Khatha No. 1616/93/4/179), situated at Varthur | Formerly Portion of converted Survey No. 93/4 of Varthur Village, Varthur Hobli, Previously Bangalore South Taluk, Presently East Taluk, converted for residential purpose vide official memorandum No. ALN.EVH.SR.287/14-15 dated 25.03.2015 now coming under jurisdiction of BBMP, Ward No. 149 Bangalore, measuring 9.10 Guntas and bounded on the :- East By : Remaining Land in Survey No.93/4 West By : Remaining Land in Survey No.93/4, North By : Land in Survey No. 92,

South By: Road SCHEDULE 'B' PROPERTY 110 Square Feet of undivided share, right, title and interest of the land in the total land of Schedule A Property referred to above. SCHEDULE 'C' PROPERTY Flat bearing No.004 on in Ground Floor having super built up area of 674 Square Feet, and 352 Square Feet of Carpet Area of the Apartment Know as ""VE-MEADOWS" / "HEMA VIJAYA" contains 1 BHK Bed room, kitchen, dining, toilet, Living room along with water and electricity together with common areas such as passages, lobbies

Rs. 2704091/- (Rupees Twenty Seven Lakh Four TCHHL Mr. Jwala Narasimhalu Rs. 3288768/- (Rupees Thirty Two Lakh Thousand Ninety One Only) is due and payable 046900 S S/o Pakkirappa 19.00.000/ 1,90,000/ Eighty Eight Thousand Seven Hundred by you under Agreement no. 010008 Salemmagari (Rupees (Rupees Sixty Eight Only) is due and payable by you TCHHL0469000100088674 and an amount of Rs. Mrs. Mandhari One Lakh under Agreement no. Salemmagari W/o 961086/- (Rupees Nine Lakh Sixty One Thousand Lakh Only Ninety TCHHL0469000100088674 and an amount TCHHF of Rs. 1155083/- (Rupees Eleven Lakh Fifty 046900 Jwala Narasimhalu S. Eighty Six Only) is due and payable by you under Thousand Agreement no. TCHHF0469000100088681 Only) Five Thousand Eighty Three Only) is due 010008 and payable by you under **Agreement no. TCHHF0469000100088681** totalling to **Rs.** totaling to Rs.3665177/- (Rupees Thirty Six Lakh 8681 Sixty Five Thousand One Hundred Seventy Seven Only) 4443851/- (Rupees Forty Four Lakh Forty

Description of the Immovable Property: All the piece and parcel of Residential property Flat No.202, on the 2nd Floor, in the building Styled as "Kanhaiya Residency" having built up 71.210 Sq.mtrs with 1.11% i.e. 38.451 Sq.mtrs, undivided interest in land comprised in Plot No.1 formed in Block No.213 measuring 34 Guntas, 4.75 Annas, situated within Hubli-Dharwad Municipal Corporation Limits, Amargol, Hubli, district: Dharwad. Bounded: - East: - Block No214/Side Margin, West: - Block No212/Passage, North: - Nala & R S No.218 South: Road/Flat No.203.

At the Auction, the public generally is invited to submit their bid(s) personally. No officer or other person, having any duty to perform in connection with this sale shall, however, directly or indirectly bid for, acquire or attempt to acquire any interest in the Immovable Property sold.

The sale shall be subject to the conditions prescribed in the Security Interest (Enforcement) Rules, 2002 and to the following further conditions: NOTE: The E-auction of the properties will take place through portal http://bankauctions.in/ on 28-03-2025 between 2.00 PM to 3.00 PM with limited extension of 5 minutes each.

11-08-2023

Terms and Condition: 1. The particulars specified in the Schedule herein below have been stated to the best of the information of the undersigned, but the undersigned shall not be answerable for any error, misstatement or omission in this proclamation. In the event of any dispute arising as to the amount bid, or as to the bidder, the Immovable Property shall at once again be put up to auction subject to the discretion of the Authorised Officer. 2. The Immovable Property shall not be sold below the Reserve Price. 3. Bid Increment Amount will be: Rs.10.000/- (Rupees Ten Thousand Only) 4. All the Bids submitted for the purchase of the property shall be accompanied by Earnest Money as mentioned above by way of a Demand Draft favoring the "TATA CAPITAL HOUSING FINANCE LTD." Payable at Branch address. The Demand Drafts will be returned to the unsuccessful bidders after auction. For payment of EMD through NEFT/RTGS/IMPS, kindly contact Authorised Officer. 5. The highest bidder shall be declared as successful bidder provided always that he/she is legally qualified to bid and provided further that the bid amount is not less than the reserve price. It shall be in the discretion of the Authorised Officer to decline acceptance of the highest bid when the price offered appears so clearly inadequate as to make it inadvisable to do so. 6. For reasons recorded, it shall be in the discretion of the Authorised Officer to adjourn/discontinue the sale. 7. Inspection of the Immovable Property can be done on 18-03-2025 between 11 AM to 5.00 PM. with prior appointment. 8. The person declared as a successful bidder shall, immediately after such declaration, deposit twenty-five per cent of the amount of purchase money/bid which would include EMD amount to the Authorised Officer within 24Hrs and in default of such deposit, the property shall forthwith be put to fresh auction/Sale by private treaty. 9. In case the initial deposit is made as above, the balance amount of the purchase money payable shall be paid by the purchaser to the Authorised Officer on or before the 15th day from the date of confirmation of the sale of the property. exclusive of such day, or if the 15th day be a Sunday or other holiday, then on the first office day after the 15th day. 10. In the event of default of any payment within the period mentioned above, the property shall be put to fresh auction/Sale by private treaty. The deposit including EMD shall stand forfeited by TATA CAPITAL HOUSING FINANCE LTD and the defaulting purchaser shall lose all claims to the property. 11. Details of any encumbrances, known to the TATA CAPITAL HOUSING FINANCE LTD, to which the property is liable: as per table above. The Intending Bidder is advised to make their own independent inquiries regarding encumbrances on the property including statutory liabilities arears of property tax, electricity etc. 12. For any other details or for procedure online training on e-auction the prospective bidders may contact the Service Provider, M/s. 4Closure, Block No.605 A, 6th Floor, Maitrivanam Commercial Complex, Ameerpet, Hyderabad – 500038 Email : info@bankauctions.in or Manish Bansal, Email id Manish Bansal@tatacapital.com Authorised Officer Mobile No 8588983696. Please send your query on WhatsApp Number -9999078669 13. TDS of 1% will be applicable and payable by the highest bidder over the highest declared bid amount. The payment needs to be deposited by highest bidder in the PAN of the owner/ borrower(s) and the copy of the challan shall be submitted to our company. 14. Please refer to the below link provided in secured creditor's website https://surl.li/awsqde for the above details. 15. Kindly also visit the link: https://www.tatacapital.com/property-disposal.html

Please Note - TCHFL has not engaged any broker/agent apart from the mentioned auctioning partner for sale/auction of this property. Interested parties should only contact the undersigned or the Authorised officer for all queries and enquiry in this matter. Sd/- Authorised Officer Tata Capital Housing Finance Ltd.

lifts, staircase and other areas for common use

AND

Place:- Karnataka Date :- 11-03-2025

... APPLICANT COMPANY NO. 2 / TRANSFEREE COMPANY

AND **EQUITY SHAREHOLDERS OF TRANSFEREE COMPANY** Notice is hereby given that by an order dated 26.02.2025, the Bengaluru Bench of the