

**NOTICE OF MEETING OF DEBENTURE HOLDER(S) OF  
LOKHANDWALA KATARIA CONSTRUCTION PRIVATE LIMITED**

To,

Debenture Holder(s) under ISIN INE999H07090,

Reference: Listed, Secured, Non-Convertible Debentures of Lokhandwala Kataria Construction Private Limited ("Issuer") under the Debenture Trust Deed dated 29<sup>th</sup> September 2023 (executed between the Issuer and Vistra ITCL (INDIA) Limited ("DTD").

Subject: Default in paying the Interest & principal payment for Listed, Secured, Non-Convertible Debentures of Lokhandwala Kataria Construction Private Limited

- This is with reference to rated, listed, secured, non-convertible debentures aggregating to Rs 75 Crores ("NCDs") issued by **Lokhandwala Kataria Construction Private Limited** under debenture trust deeds wherein we, Vistra ITCL (India) Limited ("Vistra"), are acting in the capacity of and as a debenture trustee for and on behalf of the debenture holders ("Debenture Holder") (such debenture trust deed, the "DTD").
- As you are aware, the payment of interest on the abovementioned NCDs issued by the Issuer under ISIN INE999H07090 was due on 15-10-2024
- Issuer has defaulted in payment of interest and principal payment of debentures under ISIN INE999H07090 which was due for payment on 15-10-2024.
- As per clause 6.3 of SEBI Circular dated 13<sup>th</sup> October 2020, the Debenture Trustee is required to conduct the meeting of the Debenture Holder(s) within 30 days from the date of default.
- In view of the above we propose to convene a virtual meeting of the Debenture Holder(s) on 23<sup>rd</sup> October, 2024 at 04:00 pm (IST) for Debenture Holder under ISIN INE999H07090 for considering whether:
  - 1) Negative Consent for Enforcement of the Security.
  - 2) Positive Consent for Enforcement of Security.
  - 3) Positive Consent for signing the ICA signed /to be signed between the issuer and its lenders for and on my /our behalf, by execution of ICA / Deed of Accession in the format provided/to be provided in the ICA. (if Applicable).
  - 4) To appoint Nominee director as per terms of Debenture Trust Deed ("DTD")
  - 5) Such other action as may be required by the Debenture Holder(s).
- The link of the meeting will be sent to the Debenture Holder(s) shortly.



# VISTRA

- Kindly also note that for passing resolution in the meeting, the requirement as per the terms of the DTD shall mean the approval of debenture holders representing not less than 75% by value of the outstanding debt and 60% of the investors by number at the ISIN level. It is also notable that in case the default is cured between the date of notice and the date of meeting, then the meeting shall stand canceled, subject to the instruction of the Debenture Holder.
- In case requisite consents are not received either for enforcement of security or for signing Inter credit agreement, then the Debenture Trustee shall take further action, if any, as per the decision taken in the meeting of the Debenture holder/s
- In this regard, we request the Debenture Holder(s) to ensure that the email ID is registered with the RTA/DP on a priority basis so that proper email id appear in BENPOS for ease in quick communication.

Please note:

- 1) The notice of the meeting is sent to the Debenture Holder(s) as per latest BENPOS available in our records.
- 2) The Debenture Holder(s) shall ensure that they have valid POA/Board Resolution for attending and voting in the meeting.

For Vistra ITCL India Limited.



**Authorised Signatory**  
**Name : Nazer Kondakri**  
**Designation : Manager**



Registered office:  
Vistra ITCL (India) Limited  
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B wing, The Capital building,  
3KC, Bandra E, Mumbai - 400051

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Vistra ITCL (India) Limited  
Corporate Identity Number (CIN):U66020MH1995PLC095507