

## NOTICE

NOTICE IS HEREBY GIVEN THAT THE 18<sup>TH</sup> ANNUAL GENERAL MEETING OF THE MEMBERS OF ONE INTERNATIONAL CENTER PRIVATE LIMITED (“THE COMPANY”) WILL BE HELD AT A SHORTER NOTICE ON SATURDAY, 30<sup>TH</sup> SEPTEMBER, 2023 AT 10:00 A.M AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT ONE INTERNATIONAL CENTER, TOWER-1, PLOT NO. 612-613, SENAPATI BAPAT MARG, ELPHINSTONE ROAD, DELISLE ROAD, MUMBAI - 400013, MAHARASHTRA, INDIA TO TRANSACT THE FOLLOWING BUSINESSES:

### ORDINARY BUSINESS:

1. To receive, consider and adopt the Audited Balance Sheet as on 31<sup>st</sup> March, 2023, Statement of Profit & Loss and the Cash Flow Statement of the Company for the financial year ended on that date and the Reports of the Board of Directors and Auditors thereon.

### SPECIAL BUSINESS:

2. To approve alteration and restatement of Articles of Association of the Company.

To consider and if thought fit, to pass the following resolution as a **Special Resolution**:

“RESOLVED THAT pursuant to the provisions of Section 14 and other applicable provisions of the Companies Act, 2013 read alongwith the rules framed thereunder, regulations and circulars issued or framed by Securities and Exchange Board of India and other applicable laws (including any statutory modifications or re-enactments thereof for the time being in force) and subject to approvals, permissions and sanctions from the appropriate authority, if any, the Articles of Association of the Company be and are hereby altered in the manner set out herein below:

The following new article no. 22.1.1 (*Nominee Director*) is being inserted after existing article no. 22.1 of the Articles of Association of the Company:

- (a) *Whenever the Company enters into a contract or agreement with any lender, or any debenture trustee (acting on behalf of and for the benefit of the debenture holders) as the case may be, for borrowing any money/ incurring any debt, in the nature of a loan/advance or by way of issuance of listed or unlisted and secured or unsecured non-convertible bonds or debentures (either by way of private placement or otherwise, as the case may be), the Board shall, subject to the provisions of the Companies Act, 2013 and the rules framed thereunder, regulations and circulars issued or framed by SEBI and other applicable laws, agree that such lender/ debenture trustee upon the occurrence of an event of default including but not limited to two consecutive defaults in payment of interest or event of default in redemption of debentures on due date or event of default in creation of security (as more particularly set out under the relevant loan agreements or debenture trust deeds) and only for so long as it is continuing, shall have the right to appoint or nominate by a notice in writing addressed to the Company one director on the Board for such period and upon such conditions as may be mentioned in the loan agreements or debenture trust deeds or other relevant debt documents thereof (“Nominee Director”).*
- (b) *The Nominee Director representing the lenders/debenture trustee shall not be required to hold qualification shares and not be liable to retire by rotation. Such Nominee Director may be removed*

*from time to time by the lenders/debenture trustee entitled to appoint or nominate such Nominee Director and such lenders/debenture trustee may appoint another nominee director in his place and also fill in any vacancy which may occur as a result of such Nominee Director ceasing to hold that office for any reason whatsoever. The Nominee Director shall hold office only so long as any monies remain owed by the Company to such lender/ debenture trustee.*

- (c) Any appointment, removal or replacement of the Nominee Director as aforesaid, shall be made in writing by the relevant lender or the debenture holders (or any persons/trustees acting on their behalf) and be served on the Company.*
- (d) The Nominee Director shall be entitled to all the rights and privileges of other directors including the sitting fees and expenses as payable by the Company to other directors and the same shall be paid by the Company directly in the accounts of the relevant lenders/ debenture holders (as the case may be) in proportion to their respective outstanding amounts; provided, that if such Nominee Director is an officer of any of the lenders or debenture holders, the sitting fees in relation to such Nominee Director shall accrue to the lenders/debenture holders and the same shall accordingly be paid by the Company directly to the lenders/debenture holders.*
- (e) Any actual and documented expenditure that may be incurred by the Nominee Director in connection with the appointment of directorship shall be borne and payable by the Company.*
- (f) The Nominee Director so appointed shall be a member of the relevant committees and sub-committees of the Board, as the case may be, if so desired by the lenders/debenture trustee in writing (acting reasonably). The Nominee Director shall be entitled to receive all notices, agenda, etc. and to attend all general meetings and Board meetings and meetings of any committee(s) of the Board of which he is duly appointed as a member. The Nominee Director so appointed shall be entitled to furnish to the lenders or the debenture holders a report of the proceedings of all the meetings of the board (a copy of each such report shall be provided to the Company) and the Company shall not have any objection to the same.*
- (g) If at any time, the Nominee Director is not able to attend a meeting of Board or any of its committees, of which he/ she is a member, the lenders/ debenture trustee may depute an observer to attend the meeting.*
- (h) The Company shall undertake all corporate actions to effectuate such right of the lender or the debenture holders as per the applicable law.*

**RESOLVED FURTHER THAT** any Director or Company Secretary or Mr. Sunil Kumar Tibra, Authorised Signatory of the Company be and are hereby severally authorized to do all such acts, deeds, matters and things and to sign all such other documents, in each case, as they or any of them may deem necessary, proper or desirable (including without limitation making the appropriate e-filings with the Registrar of Companies, Ministry of Corporate Affairs), in connection with the alteration of the Articles of Association of the Company, as approved by the Members of the Company.”

**By order of the Board of Directors  
One International Center Private Limited**

*Sumit Bhartia*



**Sumit Bhartia**

**Director**

**DIN: 07726897**

**Address: 1103, Floor No: 11, Wing: R, Plot No: 51/B,  
Godrej Origins, Eastern Express Highway, The Trees, Vikhroli,  
Mumbai - 400079, Maharashtra, India.**

**Date: 28<sup>th</sup> September, 2023**

**Place: Mumbai**

**Notes:**

1. The relative Explanatory Statement pursuant to section 102 of the Companies Act, 2013 (“the Act”), in regard to the business as set out in Item No. 2 above is annexed hereto.
2. A Member entitled to vote is entitled to appoint a proxy to attend and vote instead of him / her and a proxy need not be a Member of the Company.
3. Proxies, in order to be valid shall be lodged, duly executed with the Company at its Registered Office at least forty-eight hours before the commencement of the meeting.
4. Members are requested to promptly notify any change in their postal address/ E-mail address to the Registered Office of the Company.
5. Members/Proxies should bring the attendance slip duly filled in and signed for attending the Meeting.
6. Corporate Members intending to send their authorized representatives to attend the Annual General Meeting (AGM) are requested to send a certified copy of the Board Resolution/Authority Letter authorizing their representative to attend and vote on their behalf at the Meeting.
7. Necessary documents shall be available for inspection at any time during the working hours from Monday to Friday at the Registered Office of the Company.
8. In terms of applicable Secretarial Standards on General Meeting, necessary route map of venue of General Meeting is provided overleaf for your ease and reference.
9. Necessary consents shall be obtained from the Members for holding AGM at shorter notice.

**EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013, FORMING PART OF NOTICE CONVENING THE ANNUAL GENERAL MEETING.**

**Item No. 2: Approval for alteration and restatement of the Articles of Association of the Company.**

As per the terms of the loan/debenture documents and pursuant to the SEBI Circular dated 9<sup>th</sup> February, 2023, it is proposed to amend the Articles of Association (“AOA”) of the Company to include a new article for allowing the Board of Directors of the Company to appoint director nominated by a lender, or any debenture trustee (acting on behalf of and for the benefit of the debenture holders).

In this relation, the Board of Directors in their Board Meeting held on 28<sup>th</sup> September, 2023 approved the alteration of the AOA of the Company by inserting the below mentioned new Article No. 22.1.1 in the AOA of the Company after existing article no. 22.1:

- (a) Whenever the Company enters into a contract or agreement with any lender, or any debenture trustee (acting on behalf of and for the benefit of the debenture holders) as the case may be, for borrowing any money/ incurring any debt, in the nature of a loan/advance or by way of issuance of listed or unlisted and secured or unsecured non-convertible bonds or debentures (either by way of private placement or otherwise, as the case may be), the Board shall, subject to the provisions of the Companies Act, 2013 and the rules framed thereunder, regulations and circulars issued or framed by SEBI and other applicable laws, agree that such lender/ debenture trustee upon the occurrence of an event of default including but not limited to two consecutive defaults in payment of interest or event of default in redemption of debentures on due date or event of default in creation of security (as more particularly set out under the relevant loan agreements or debenture trust deeds) and only for so long as it is continuing, shall have the right to appoint or nominate by a notice in writing addressed to the Company one director on the Board for such period and upon such conditions as may be mentioned in the loan agreements or debenture trust deeds or other relevant debt documents thereof (“Nominee Director”).*
- (b) The Nominee Director representing the lenders/debenture trustee shall not be required to hold qualification shares and not be liable to retire by rotation. Such Nominee Director may be removed from time to time by the lenders/debenture trustee entitled to appoint or nominate such Nominee Director and such lenders/debenture trustee may appoint another nominee director in his place and also fill in any vacancy which may occur as a result of such Nominee Director ceasing to hold that office for any reason whatsoever. The Nominee Director shall hold office only so long as any monies remain owed by the Company to such lender/ debenture trustee.*
- (c) Any appointment, removal or replacement of the Nominee Director as aforesaid, shall be made in writing by the relevant lender or the debenture holders (or any persons/trustees acting on their behalf) and be served on the Company.*
- (d) The Nominee Director shall be entitled to all the rights and privileges of other directors including the sitting fees and expenses as payable by the Company to other directors and the same shall be paid by the Company directly in the accounts of the relevant lenders/ debenture holders (as the case may be) in proportion to their respective outstanding amounts; provided, that if such Nominee Director is an officer of any of the lenders or debenture holders, the sitting fees in*

*relation to such Nominee Director shall accrue to the lenders/debenture holders and the same shall accordingly be paid by the Company directly to the lenders/debenture holders.*

- (e) *Any actual and documented expenditure that may be incurred by the Nominee Director in connection with the appointment of directorship shall be borne and payable by the Company.*
- (f) *The Nominee Director so appointed shall be a member of the relevant committees and sub-committees of the Board, as the case may be, if so desired by the lenders/debenture trustee in writing (acting reasonably). The Nominee Director shall be entitled to receive all notices, agenda, etc. and to attend all general meetings and Board meetings and meetings of any committee(s) of the Board of which he is duly appointed as a member. The Nominee Director so appointed shall be entitled to furnish to the lenders or the debenture holders a report of the proceedings of all the meetings of the board (a copy of each such report shall be provided to the Company) and the Company shall not have any objection to the same.*
- (g) *If at any time, the Nominee Director is not able to attend a meeting of Board or any of its committees, of which he/ she is a member, the lenders/ debenture trustee may depute an observer to attend the meeting.*
- (h) *The Company shall undertake all corporate actions to effectuate such right of the lender or the debenture holders as per the applicable law.*

Pursuant to Section 14 of the Companies Act, 2013, the consent of the Members by way of Special Resolution is required for the alteration of AOA of the Company.

The altered Articles of the Company are being circulated with this notice for perusal by the Members. Further, a copy of the altered AOA of the Company would be available for inspection for the Members at the Registered Office of the Company during the office hours on any working day, except Saturdays, Sundays and public holidays, between 11.00 a.m. to 5.00 p.m. till the date of Annual General Meeting ("AGM"). The aforesaid documents are also available for inspection at the AGM.

None of the Directors or Key Managerial Personnel or their relatives are in any way concerned with or interested, financially or otherwise in the resolution at Item no. 2 of the accompanying notice. The Board recommends the resolution at Item no. 2 to be passed as **Special Resolution**.

**By order of the Board of Directors**  
**One International Center Private Limited**

*Sumit Bhartia*

**Sumit Bhartia**

**Director**

**DIN: 07726897**

**Address:** 1103, Floor No: 11, Wing: R, Plot No: 51/B,  
Godrej Origins, Eastern Express Highway, The Trees, Vikhroli,  
Mumbai - 400079, Maharashtra, India.



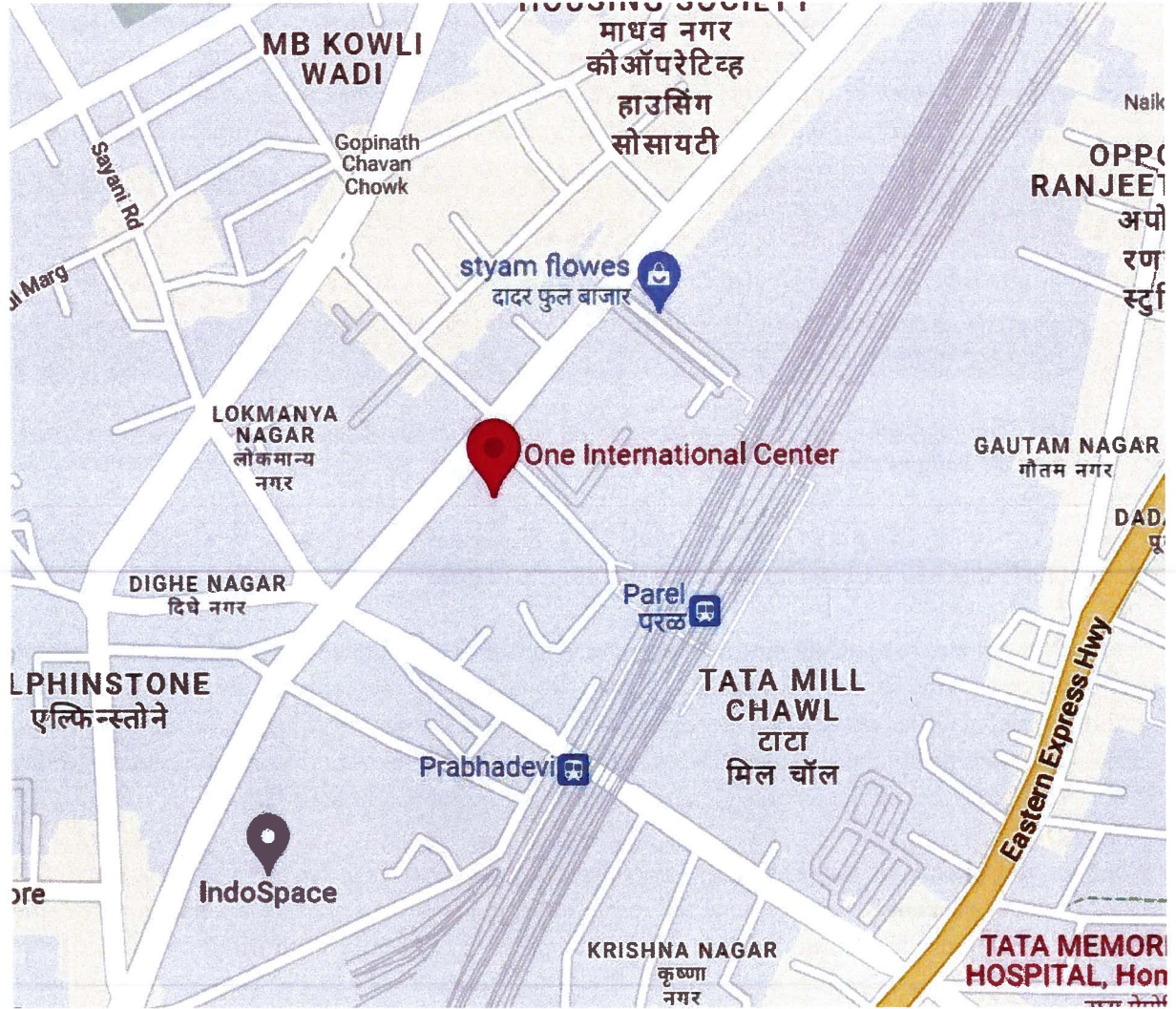
**Date:** 28<sup>th</sup> September, 2023

**Place:** Mumbai

## Annexure I

**Route Map for AGM venue:** One International Center, Tower-1, Plot No. 612-613, Senapati Bapat Marg, Elphinstone Road, Delisle Road, Mumbai - 400013, Maharashtra, India.

**Prominent Landmark:** One International Center, Mumbai



**Annexure II**

**Form No. MGT-11**

**Proxy Form**

*[Pursuant to section 105(6) of the Companies Act, 2013 and rule 19(3) of the Companies (Management and Administration) Rules, 2014]*

**CIN** : U70101MH2005PTC407477  
**Name of the Company** : One International Center Private Limited  
**Registered Office** : One International Center, Tower-1, Plot No. 612-613, Senapati Bapat Marg, Elphinstone Road, Delisle Road, Mumbai - 400013, Maharashtra, India.

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

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

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

as my/our proxy to attend and vote (on poll) for me/us and on my/our behalf at the 18<sup>th</sup> Annual General Meeting of the Company, to be held at a **shorter notice** on **Saturday, 30<sup>th</sup> September, 2023** at 10:00 A.M. at the Registered Office of the Company situated at One International Center, Tower-1, Plot No. 612-613, Senapati Bapat Marg, Elphinstone Road, Delisle Road, Mumbai - 400013, Maharashtra, India and at any adjournment thereof in respect of such resolution as indicated below:

**Resolution No.:**

1. To receive, consider and adopt the Audited Balance Sheet as on 31<sup>st</sup> March, 2023, Statement of Profit & Loss Account and the Cash Flow Statement of the Company for the financial year ended on that date and the Reports of the Board of Directors and Auditors thereon; and



2. To approve alteration and restatement of Articles of Association of the Company.

Signed this ..... day of ..... 2023



**Signature of Shareholder .....**

**Signature of Proxy holder .....**

**Note:**

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

**Annexure III**

**ATTENDANCE SLIP**

**ONE INTERNATIONAL CENTER PRIVATE LIMITED**

**Registered Office:** One International Center, Tower-1, Plot No. 612-613, Senapati Bapat Marg, Elphinstone Road, Delisle Road, Mumbai - 400013, Maharashtra, India

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

Folio No. \_\_\_\_\_

Client ID No. \_\_\_\_\_

Name of the Shareholder/Proxy \_\_\_\_\_

Address \_\_\_\_\_

No. of shares held \_\_\_\_\_

I hereby record my presence at the 18<sup>th</sup> Annual General Meeting of the Company held at the Registered Office of the Company situated at One International Center, Tower-1, Plot No. 612-613, Senapati Bapat Marg, Elphinstone Road, Delisle Road, Mumbai - 400013, Maharashtra, India on **Saturday, 30<sup>th</sup> September, 2023 at 10:00 A.M. at a shorter notice.**

**Signature of Shareholder/Proxy**