

13 February 2025,

To,
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street,
Mumbai – 400 001

Kind Attn.: Debt Listing Department

Sub: Notice of Extra Ordinary General Meeting (EGM) of Company.

**Ref: Security Code: 960461, ISIN: INE743G08100
Company: VITP Private Limited**

Dear Sir/Madam,

Pursuant to Regulation 51(2) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, please find attached herewith Notice of the Extra-Ordinary General Meeting (EGM) of the Company which is scheduled to be held at shorter notice on Friday, 14 February 2025 at Capella Block, 5th Floor, Plot No. 17, Software Units Layout, Madhapur, Hyderabad - 500081 at 02.00 PM.

The Notice of the EGM shall also be made available on the Company's website at <https://investor.clint.com.sg/vitp.html>

We request you to kindly take the above on record.

For VITP Private Limited



**Kotilingam Koppu
Company Secretary
(A-17903)**

NOTICE OF EXTRA-ORDINARY GENERAL MEETING

Notice is hereby given that the Extra Ordinary General Meeting of the Shareholders of VITP Private Limited (the “Company”) will be held on Friday, 14 February 2025 at 2 p.m. at the registered office of the company to transact the following business at shorter notice:

SPECIAL BUSINESS

To consider and if thought fit, to pass, with or without modification the following resolution as special resolution:

TO OFFER FULLY- PAID, LISTED, REDEEMABLE, UNSECURED, NON - CONVERTIBLE DEBENTURES ON A PREFERENTIAL BASIS THROUGH PRIVATE PLACEMENT

“**RESOLVED THAT** pursuant to Sections 42, 62 and 71 and all other applicable provisions, if any, under the Companies Act, 2013 (including any statutory modifications or re-enactments thereof for the time being in force) and the rules framed thereunder, the consent of the members be and is hereby authorized to create, offer and issue 11,000 (Eleven Thousand) fully-paid, rated, listed, redeemable, unsecured, non-convertible debentures of face value INR 1,00,000/- (Rupees One Lakh only), being issued at par, amounting to INR 1,10,00,00,000/- (Rupees One Hundred and Ten Crores Only) at par, on a private placement basis to CapitaLand India IFSC Fund.

RESOLVED FURTHER THAT the terms of NCDs and draft of the private placement offer letter in the form tabled before the Board and initialled by the Chairman for the purpose of identification, be and is hereby approved.

The terms of the issue of Non-Convertible Debentures (“NCD”) are as follows:

1. Definition and nature of NCD

“NCDs” or “Debentures” shall mean 11,000 (Eleven Thousand) fully-paid, rated, listed, redeemable, unsecured, non-convertible debentures each of a face value of INR 100,000/- (Rupees One Lakh only) to be issued in one or more tranches by the Issuer pursuant to the terms and conditions set out in these *Terms of issue of NCDs*.

2. Mode of issue

NCDs shall be issued by way of a private placement.

3. Form

The NCDs shall be held in dematerialized form but will be fungible and shall be represented by a statement issued through the electronic mode. The Company has made depository arrangements with the Depositories for the issue of NCDs in dematerialized form.

4. Term

The term of each Debenture shall be 30 (thirty) years from the date of issue (“Term”).

5. Manner of allotment

By way of the Electronic Book Provider platform in accordance with the SEBI Master Circular read with the Operational Guidelines.

6. Coupon and Payment Duration

The subscribers of NCDs (“Debenture Holder/s”) shall be entitled to receive interest on the outstanding NCDs held by them. The interest/ coupon shall be calculated at the rate of 11.00% per annum on the face value of the outstanding NCDs that have been subscribed to by the subscribers. Coupon shall be remitted annually every 12 months from the date of every allotment after deduction of applicable withholding taxes as per provisions of applicable law.

7. Redemption

The outstanding Debentures shall be fully redeemed upon the occurrence of the earliest of any of the following events:

- (a) the final redemption payment date; or
- (b) an event of default and the Company fully redeeming the Debentures; or
- (c) at any date during the Term when the Board decides to redeem the outstanding Debentures in full, in accordance with Clause 8 below.

8. Option for Prepayment

- 8.1 The Company may choose to prepay the Debentures or any portion thereof by exercising an option (“Prepayment Option”) which may be mutually agreed between the Debenture Holder and the Company.
- 8.2 The price payable on exercise of the Prepayment Option shall be determined at the discretion of the Company, taking into consideration the financial position, then prevailing interest rate, access to alternate funds, etc.
- 8.3 The Debenture Holders shall have a right but not an obligation to tender their Debentures (in whole or part) pursuant to the Prepayment Option extended by the Company.
- 8.4 The Prepayment Option once accepted by the Debenture Holder shall be binding on the Company and the Company shall not withdraw the Prepayment Option, unless otherwise agreed in writing by the Debenture Holders.
- 8.5 Where the Company causes a prepayment upon exercise of the Prepayment Option, the payment shall be made in the manner set out in Clause 9. Further, any such prepayment shall be subject to applicable law (including without limitation, the restrictions on minimum maturity of NCDs issued to Foreign Portfolio Investors, as prescribed by the Reserve Bank of India).

9. Appropriation of payments

Any payments due and payable and made by the Company to the Debenture Holders will be appropriated towards such payment dues in the following order of priority:

- (a) firstly, towards payment of Coupon accrued;
- (b) secondly, towards payment of redemption premium, if any, and
- (c) lastly, towards payment of the Principal Amount.

10. Redemption Premium

No premium shall be payable on redemption of Debentures at the end of its Term. However, redemption premium can be paid as per Clause 8.

11. Transfer of Debentures

11.1 The Debentures shall be marketable and transferable by the Debenture Holders in whole or in part under applicable laws, after obtaining prior written consent of the Company.

11.2 The Company shall be bound by the terms of this document to the Debenture Holders and its subsequent transferees and assignees and the Debenture Holders shall also have the right to novate, transfer or assign their rights and/ or the benefits upon such transfer of the Debentures.

11.3 It is clarified that the Company shall not be entitled to assign any of the rights, duties or obligations under this document or in relation to the Debentures under any circumstances whatsoever.

12. Variation of Debenture Holders' Rights

The rights, privileges and conditions attached to the Debentures may only be varied, modified or abrogated with the consent in writing of the Debenture Holders holding minimum of 75% (seventy five percent) of the aggregate value of the outstanding Debentures in accordance with the terms hereof.

13. Voting Rights

The Debentures shall not carry any voting rights save and except, to the extent of any matters affecting the rights of any Debenture Holders.

14. Day Count Convention

Any payment on the NCDs will accrue from day to day and is calculated on the basis of the actual number of days elapsed in a year of 365 days (or in case of a leap year, 366 days, (i.e. on an actual basis)).

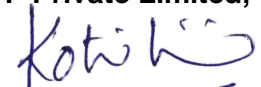
15. Stock Exchange

Debentures to be listed on the Wholesale Debt Market Segment of the BSE Limited (formerly known as Bombay Stock Exchange).

RESOLVED FURTHER THAT any Directors of the Company and Mr. Kotilingam Koppu, Company Secretary of the Company, be and are hereby severally authorized to determine, vary, modify, alter any of the terms and conditions of the issue, as it may deem expedient, in its discretion, issue private placement offer letter (PAS-4), issue certificates/ clarifications, effecting any modifications or changes to the foregoing (including modifications to the terms of the Issue), entering into agreements, documents in connection therewith and incidental thereto as the Board in its absolute discretion deem fit and to settle all questions, difficulties or doubts that may arise in regard to the offer, issue and allotment of the debentures and take all other steps and to do all such deeds and actions which may be incidental, consequential, relevant or ancillary in this connection and that the decisions of the Board shall be final, binding and conclusive.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, any Directors or the Company Secretary of the Company be and is hereby severally authorised, on behalf of the Company, to do all acts, deeds, matters and things as may deem necessary, proper or desirable to the issue of the aforesaid NCDs and to file, sign, verify and execute all such e-forms/ returns, papers, documents, agreements with the Registrar of Companies / Bombay Stock Exchange and to resolve and settle all questions and difficulties that may arise in the proposed issue, offer and to do all acts, deeds and things in connection therewith and incidental thereto, including but not limited to determining the offer period, the disclosures being made as part of the offer.”

For **VITP Private Limited,**



Kotilingam Koppu
Company Secretary
(A-17903)

Date: 13 February 2025

Place: Hyderabad

Notes:

1. A member entitled to attend and vote at the meeting is entitled to appoint one or more proxies to attend and vote on a poll in place of him and that the proxy need not be a member.
2. Proxies, in order to be effective, must be lodged with the registered office of the Company at least 48 hours before the meeting.
3. A person can act as a proxy on behalf of members not exceeding fifty (50) and holding in the aggregate not more than 10% of the total paid-up share capital of the company. In case a proxy is proposed to be appointed by a member holding more than 10% of the total share capital of the company carrying voting rights, then such proxy shall not act as a proxy for any other person or member.
4. Members/proxies are requested to bring their duly filled attendance slip along with the copy of the annual report to the meeting.
5. An Explanatory statement pursuant to section 102 of the Act is annexed hereto.
6. Members are requested to intimate the change in their address registered with the Company.
7. Attendance slips in accordance to the Secretarial Standard – 2.
8. The general meeting was called upon by giving shorter notice and after obtaining approval from all the members of the company.
9. Landmark of the place of meeting is annexed hereto.



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EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013 READ WITH RULE 14(1) OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014

The following Statement sets out all material facts relating to the Special Business mentioned in the notice:

TO OFFER NON - CONVERTIBLE DEBENTURES ON A PREFERENTIAL BASIS THROUGH PRIVATE PLACEMENT

In accordance with Sections 42, 62 and 71 of the Companies Act, 2013 and other applicable provisions of Companies Act, 2013, rules made thereunder, the Chairman informed the Board that the Company is considering to raise funds to the tune of INR 1,10,00,00,000/- (Rupees One Hundred and Ten Crores Only) for lending/investing into Indian Companies and for working capital purposes from Capitaland India IFSC Fund, a Registered Foreign Portfolio Investor ("FPI") on preferential basis through private placement of NCDs.

The material facts and information concerned with and relevant to the issue of such Non - Convertible Debentures to enable the shareholders understand the meaning, scope and implications of the items of business and to take decision thereon are listed herein below for their consideration:

Sl. No	Subject	Particulars
1.	Size of the issue	11,000 (Eleven Thousand) fully-paid, listed, redeemable, unsecured, NCDs of face value INR 1,00,000/- (Rupees One Lakh only), being issued at par, amounting to INR 1,10,00,00,000/- (Rupees One Hundred and Ten Crores)
2.	Number of securities to be issued	11,000 (Eleven Thousand) fully-paid, listed, redeemable, unsecured NCDs of face value INR 1,00,000/- (Rupees One Lakh Only), being issued at par.
3.	Nominal value	INR 1,00,000/- (Rupees One Lakh Only) per NCDs

4.	Nature of security	NCDs which are fully paid, listed, redeemable, unsecured
5.	Objective of the issue	Investing/Lending to Indian Companies and for working capital purpose
6.	Manner of issuance	Issuance under Sections 42, 62 and 71 of the Companies Act, 2013
7.	Price of security	INR 1,00,000/- (Rupees One Lakh Only) per NCDs
8.	Offer/ Issue Price of securities	INR 1,00,000/- (Rupees One Lakh Only) per NCD
9.	The basis on which the price has been arrived at	Valuation report issued by Mr. Kunal L. Kalantri, Registered valuer (Registration No.: IBBI/RV/05/2018/10209)
10.	Relevant date with reference to which the price has been arrived at	Valuation report dated 10 February 2025 Name of Valuer: Kunal L. Kalantri Address of Valuer: Suite no.: 221, DBS Business Center, 213, Raheja Chambers, Nariman Point, Mumbai - 400021, Maharashtra, India
11.	Terms of issue	Refer Annexure 1
12.	Change in control, if any, in the Company that would occur consequent to the preferential offer	There will be no change in control of the Company consequent to the preferential issue of Non - Convertible Debentures
13.	Terms of redemption/ Conversion	Refer Annexure 1
14.	Manner and modes of redemption	Refer Annexure 1
15.	Current shareholding pattern of the Company	Provided herein below

16.	Class or classes of persons to whom the allotment is proposed to be made	Body Corporate
17.	The proposed time within which the allotment shall be completed	Fully-paid, rated, listed, redeemable, unsecured NCDs shall be allotted within a period of 15 days from the date of receipt of money for the Preferential Issue
18.	Intention of promoters/Directors/key management persons to subscribe to the offer	Not Applicable
19.	Names of the proposed allottees	CapitaLand India IFSC Fund
20.	Number of persons to whom allotment on preferential basis has already been made during the year, in terms of number of securities as well as price	Nil
21.	Justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	Not applicable

Shareholding Pattern of the Company

S. No.	Category	Pre-Issue		Post-Issue	
		No. of shares held	% of shareholding	No. of shares held	% of shareholding
A	Promoter's holding¹:				
1	Indian:				
	Individual				
	Bodies Corporate	1,05,89,824	100%	1,05,89,824	100%
	Sub total	1,05,89,824	100%	1,05,89,824	100%
2	Foreign Promoters				
	Sub-Total (A)	1,05,89,824	100%	1,05,89,824	100%
B	Non-Promoters' holding:				
1	Institutional Investors				
2	Non-Institution:				
	Private Corporate Bodies				
	Directors and relatives				
	Indian Public				
	Others (Including NRIs)				
	Sub-Total (B)	-	-	-	-
	GRAND TOTAL	1,05,89,824	100%	1,05,89,824	100%

None of the directors, managers, key managerial personnel or their relatives is concerned or interested, financially in the said resolution.

For VITP Private Limited,



Kotilingam Koppu
Company Secretary

Date: 13 February 2025

Place: Hyderabad

¹ Beneficial interest also considered.

Annexure 1

The terms of the issue of Non-Convertible Debentures (“NCD”) are as follows:

1. Definition and nature of NCD

“NCDs” or “Debentures” shall mean 11,000 (Eleven Thousand) fully-paid, rated, listed, redeemable, unsecured, non-convertible debentures each of a face value of INR 100,000/- (Rupees One Lakh only) to be issued in one or more tranches by the Issuer pursuant to the terms and conditions set out in these *Terms of issue of NCDs*.

2. Mode of issue

NCDs shall be issued by way of a private placement.

3. Form

The NCDs shall be held in dematerialized form but will be fungible and shall be represented by a statement issued through the electronic mode. The Company has made depository arrangements with the Depositories for the issue of NCDs in dematerialized form.

4. Term

The term of each Debenture shall be 30 (thirty) years from the date of issue (“Term”).

5. Manner of allotment

By way of the Electronic Book Provider platform in accordance with the SEBI Master Circular read with the Operational Guidelines.

6. Coupon and Payment Duration

The subscribers of NCDs (“Debenture Holder/s”) shall be entitled to receive interest on the outstanding NCDs held by them. The interest/ coupon shall be calculated at the rate of 11.00% per annum on the face value of the outstanding NCDs that have been subscribed to by the subscribers. Coupon shall be remitted annually every 12 months from the date of every allotment after deduction of applicable withholding taxes as per provisions of applicable law.

7. Redemption

The outstanding Debentures shall be fully redeemed upon the occurrence of the earliest of any of the following events:

- (a) the final redemption payment date; or
- (b) an event of default and the Company fully redeeming the Debentures; or
- (c) at any date during the Term when the Board decides to redeem the outstanding Debentures in full, in accordance with Clause 8 below.

8. Option for Prepayment

- 8.1 The Company may choose to prepay the Debentures or any portion thereof by exercising an option (“Prepayment Option”) which may be mutually agreed between the Debenture Holder and the Company.
- 8.2 The price payable on exercise of the Prepayment Option shall be determined at the discretion of the Company, taking into consideration the financial position, then prevailing interest rate, access to alternate funds, etc.
- 8.3 The Debenture Holders shall have a right but not an obligation to tender their Debentures (in whole or part) pursuant to the Prepayment Option extended by the Company.

8.4 The Prepayment Option once accepted by the Debenture Holder shall be binding on the Company and the Company shall not withdraw the Prepayment Option, unless otherwise agreed in writing by the Debenture Holders.

8.5 Where the Company causes a prepayment upon exercise of the Prepayment Option, the payment shall be made in the manner set out in Clause 9. Further, any such prepayment shall be subject to applicable law (including without limitation, the restrictions on minimum maturity of NCDs issued to Foreign Portfolio Investors, as prescribed by the Reserve Bank of India).

9. Appropriation of payments

Any payments due and payable and made by the Company to the Debenture Holders will be appropriated towards such payment dues in the following order of priority:

(d) firstly, towards payment of Coupon accrued;

(e) secondly, towards payment of redemption premium, if any, and

(f) lastly, towards payment of the Principal Amount.

10. Redemption Premium

No premium shall be payable on redemption of Debentures at the end of its Term. However, redemption premium can be paid as per Clause 8.

11. Transfer of Debentures

11.1 The Debentures shall be marketable and transferable by the Debenture Holders in whole or in part under applicable laws, after obtaining prior written consent of the Company.

11.2 The Company shall be bound by the terms of this document to the Debenture Holders and its subsequent transferees and assignees and the Debenture Holders shall also have the right to novate, transfer or assign their rights and/ or the benefits upon such transfer of the Debentures.

11.3 It is clarified that the Company shall not be entitled to assign any of the rights, duties or obligations under this document or in relation to the Debentures under any circumstances whatsoever.

12. Variation of Debenture Holders' Rights

The rights, privileges and conditions attached to the Debentures may only be varied, modified or abrogated with the consent in writing of the Debenture Holders holding minimum of 75% (seventy five percent) of the aggregate value of the outstanding Debentures in accordance with the terms hereof.

13. Voting Rights

The Debentures shall not carry any voting rights save and except, to the extent of any matters affecting the rights of any Debenture Holders.

14. Day Count Convention

Any payment on the NCDs will accrue from day to day and is calculated on the basis of the actual number of days elapsed in a year of 365 days (or in case of a leap year, 366 days, (i.e. on an actual basis)).

15. Stock Exchange

Debentures to be listed on the Wholesale Debt Market Segment of the BSE Limited (formerly known as Bombay Stock Exchange).

ATTENDANCE SLIP

CIN : U72200TG1997PTC026801
Name of the Company : VITP Private Limited
Registered Office : Capella Block, 5th Floor, Plot No. 17, Software Units
Layout, Madhapur, Hyderabad – 500081.

Members attending the Meeting in person or by proxy are requested to complete the Attendance slip and hand it over at the entrance of the meeting room.

Folio No.	
No. of Shares	

Name and Address of the Shareholder

I hereby record my presence at the Extra-Ordinary General Meeting of the company to be held on Thursday, 14 February 2025 at 02:00 P.M IST at the registered office of Company at Capella Block, 5th Floor, Plot No. 17, Software Units Layout, Madhapur, Hyderabad – 500081.

Signature of Shareholder/ Proxy

PROXY FORM

CIN : U72200TG1997PTC026801
Name of the Company : VITP Private Limited
Registered Office : Capella Block, 5th Floor, Plot No. 17, Software Units Layout, Madhapur, Hyderabad – 500081.

Name of the Member(s) :
Registered Address :
Email-id :
Folio No. :
No. of shares held :

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

Name: _____

Address: _____

E-mail Id: _____

Signature: __, or failing him/her

Name: _____

Address: _____

E-mail Id: _____

Signature: __, or failing him/her

as my / our proxy to attend and vote (on a poll) for me / us and on my / our behalf for or against any resolution at the Extra-Ordinary General Meeting of the Company, to be held on Thursday, 14 February 2025 at 02:00 P.M IST at the registered office of Company at Capella Block, 5th Floor, Plot No. 17, Software Units Layout, Madhapur, Hyderabad – 500081 and at any adjournment thereof in respect of such resolutions as are indicated below:

I direct my Proxy to vote on the Resolutions in the manner indicated below:

Special Business:

Item No. 1 – TO OFFER FULLY- PAID, RATED, LISTED, REDEEMABLE, UNSECURED, NON - CONVERTIBLE DEBENTURES ON A PREFERENTIAL BASIS THROUGH PRIVATE PLACEMENT

Signed this ___ day of __, 2025

Signature of Shareholder :

Signature of Proxy Holder

