



SECOND EXTRAORDINARY MEETING OF EMBASSY OFFICE PARKS REIT





EMBASSY OFFICE PARKS REIT

(A Real Estate Investment Trust registered with the Securities and Exchange Board of India with registration no. IN/REIT/17-18/0001)

Principal Place of Business: Royal Oaks, Embassy Golflinks Business Park, Off Intermediate Ring Road, Bengaluru 560 071, Karnataka, India
Tel: + 91 80 4722 2222

Compliance Officer: Ms. Vinitha Menon

E-mail: secretarial@embassyofficeparks.com; Website: www.embassyofficeparks.com

NOTICE

NOTICE IS HEREBY GIVEN THAT THE SECOND EXTRAORDINARY MEETING (“EM”) OF THE UNITHOLDERS (THE “UNITHOLDERS”) OF EMBASSY OFFICE PARKS REIT (THE “EMBASSY REIT”) WILL BE HELD ON MONDAY, APRIL 29, 2024 AT 1100 HRS IST THROUGH VIDEO CONFERENCING (“VC”) / OTHER AUDIO VISUAL MEANS (“OAVM”), TO TRANSACT THE FOLLOWING BUSINESS (“NOTICE”) AND THE VENUE OF THE MEETING SHALL BE DEEMED TO BE THE PRINCIPAL PLACE OF BUSINESS OF THE EMBASSY REIT:

SPECIAL BUSINESS (UNDER REGULATION 22(5) OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (REAL ESTATE INVESTMENT TRUSTS) REGULATIONS, 2014)

1. TO CONSIDER AND APPROVE THE PROPOSED ACQUISITION OF A BUSINESS PARK IN CHENNAI FOR AN ENTERPRISE VALUE OF UP TO ₹12,690 MILLION

To consider and if thought fit, to pass the following resolutions by way of simple majority (i.e., where the votes cast in favor of the resolution are required to be more than the votes cast against the resolution) in accordance with Regulation 22(5)(f) of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended:

“RESOLVED THAT the proposed acquisition of the rights, title and interest of ESNP Property Builders and Developers Private Limited (“**ESNP**”), a wholly-owned subsidiary of Embassy Property Developments Private Limited (“**EPDPL**”), in Embassy Splendid TechZone, an integrated office park in Chennai, India, which is expected to comprise a total leasable area of approximately 5.0 million sq. ft. in the commercial towers upon completion (“**Embassy Splendid TechZone, Chennai**”), consisting of the ownership interest in the completed and rent/income-generating towers as well as rights, title and interest in the under-construction portions thereat, economic interests (including 61% proportionate lease revenue share), leasehold rights, co-development rights and other rights in Embassy Splendid TechZone,

Chennai, including the right to provide common area maintenance services and common infrastructure services, such rights in each case being held by ESNP, through the acquisition of 100% of the equity share capital of ESNP, for an enterprise value of up to ₹12,690 million (subject to such adjustments as may be agreed between the parties), subject to applicable law, applicable regulatory approvals, satisfaction or waiver of identified conditions precedent, availability of adequate funding for the acquisition and other related actions, including the repayment, redemption or refinancing of existing debt of ESNP and assumption of liabilities, and on such other terms as may be mutually agreed among the parties to the proposed transaction (such acquisition, the “**Proposed Acquisition**”), be and is hereby approved.

RESOLVED FURTHER THAT the Board of Directors of Embassy Office Parks Management Services Private Limited (the “**Manager**”) (including any Committee(s) thereof) be and is hereby authorized on behalf of Embassy REIT to do all acts, deeds, things, and matters, including sub-delegation of all, or any of these powers, as may be required or are necessary to give effect to these resolutions or as otherwise considered by the Board of Directors (including any Committee(s) thereof) to be in the best interest of Embassy REIT, including to negotiate and finalize the terms and conditions of the agreements and documents for the Proposed Acquisition, including the share purchase agreement, amendments to co-development agreement, lease deeds, escrow agreements,

shareholder loan agreement, facility management agreement, property management agreement and any other agreements, deeds, letters, undertakings and ancillary agreements as specified in such documents or otherwise, including any amendments, supplements or modifications to such documents, as applicable or appropriate, to complete the Proposed Acquisition, and all other ancillary and connected matters in relation to the above transaction, to sign, execute, amend, deliver and terminate any agreements, memoranda, documents, letters, deeds, undertakings, amendments, supplements or instruments as may be required in this regard, to appoint any advisers, valuers, experts, service providers (including facility managers or property managers) or other persons, to make any filings, furnish any returns or submit any other documents to any regulatory or governmental authorities as may be required, to settle any question, difficulty or doubt, to do or cause to be done all such acts, deeds, matters and things as it may, in its discretion, deem necessary, proper or desirable or expedient, to give such directions and/or instructions as it may from time to time decide and to accept and give effect to any modifications, adjustments, changes, variations, alterations, deletions and/or additions as regards the terms and conditions of the Proposed Acquisition, without being required to seek further consent or approval of the Unitholders or otherwise to the end and intent that the Unitholders shall be deemed to have given their approval thereto expressly by the authority of this resolution.

RESOLVED FURTHER THAT all actions taken by the Board (including any Committee(s) thereof) authorized pursuant to the above resolution in connection with any matter(s) referred to or contemplated in the foregoing resolution be and are hereby approved, ratified and confirmed in all respects.”

SPECIAL BUSINESS (UNDER REGULATION 22(6) OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (REAL ESTATE INVESTMENT TRUSTS) REGULATIONS, 2014)

2. TO CONSIDER AND APPROVE RAISING OF FUNDS THROUGH AN INSTITUTIONAL PLACEMENT(S) OF UNITS OF EMBASSY REIT NOT EXCEEDING ₹30,000 MILLION TO INVESTORS IN ONE OR MORE PLACEMENTS

To consider and if thought fit, to pass the following resolutions by way of special majority (i.e., where the votes cast in favour of the resolution are required to be not less than one and half times the votes cast against the resolution) in accordance with Regulation 22(6) of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended:

“RESOLVED THAT pursuant to the provisions of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended, including any applicable circulars, notifications, guidelines and clarifications issued thereunder from time to time (the **“REIT Regulations”**) and the provisions of Chapter 10 of the Master Circular for Real Estate Investment Trusts (REITs) dated July 6, 2023 on guidelines for preferential issue of units and institutional placement of units by a listed Real Estate Investment Trust (REIT) issued by the Securities and Exchange Board of India (the **“SEBI”** and such circular, as amended or clarified from time to time, the **“Master Circular”**), the terms of the trust deed and investment management agreement, the applicable provisions of the Foreign Exchange Management Act, 1999 and the rules and regulations issued thereunder, including the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 and such other applicable statutes, rules, regulations, guidelines, notifications, clarifications and circulars issued by the Government of India, the Reserve Bank of India, the SEBI, the stock exchanges where the units of the Embassy REIT (such units, the **“Units”**) are listed (the **“Stock Exchanges”**), and any other regulatory or statutory authorities under any other applicable law, each as amended or clarified from time to time (such authorities, **“Governmental Authorities”**, and such law, **“Applicable Law”**), to the extent applicable and subject to the terms, conditions, modifications, consents, sanctions and approvals of the Governmental Authorities, as may be necessary and which may be agreed to by the Board of Directors (**“Board”**, which shall be deemed to include any duly constituted committee of the Board to exercise its powers including the powers conferred by this resolution) of Embassy Office Parks Management Services Private Limited (the **“Manager”**), the consent of the Unitholders, be and is hereby accorded to make invitations to offer, create, offer, issue and allot such number of new Units to all or any institutional investors

(as defined under the REIT Regulations) or other investors (“**Eligible Investors**”) who are authorized to invest in Units under Applicable Law through an institutional placement(s) in one or more placements (together, the “**Institutional Placement**”), whether or not such Eligible Investors are existing Unitholders, on the basis of the placement document(s) and/or other letter or circular or offer document as may be permitted, at such time or times in one or more placement or placements, for cash, at such price or prices as the Board may deem fit, which shall not be lower than the floor price to be determined in accordance with the provisions of paragraph 10.5.1 of the Master Circular, including a discount of up to 5% on the floor price or such other discount as permitted under Applicable Law, such that the total amount to be raised through the issue of Units in the Institutional Placement in one or more placements shall not exceed ₹30,000 million (Rupees thirty thousand million only), in such manner and on such terms and conditions considering the prevailing market conditions and other relevant factors wherever necessary, as the Manager may decide in its absolute discretion in consultation with the book running lead managers including the discretion to determine the categories of investors to whom the invitation to offer, offer, issue and allotment of new Units shall be made to the exclusion of others, any oversubscription if permissible under Applicable Law, the number of Units to be issued and allotted, fixing of record date or book closure, if required, in each case, subject to Applicable Law.

RESOLVED FURTHER THAT in case of issue and allotment of Units by way of an Institutional Placement in terms of the Master Circular:

- the allotment of the Units shall be completed within 365 days from the date of this resolution or such other time as may be permitted under the REIT Regulations, the Master Circular or other applicable law at a price or prices as the Board may deem fit, which shall not be less than the price determined in accordance with the Master Circular with the authority to the Board to offer a discount of not more than 5% on the floor price or such other discount as may be permitted under applicable law;

- the new Units shall be allotted only in dematerialized form and shall rank pari passu in all respects including entitlement to distributions, voting rights or otherwise, with the existing Units of the Embassy REIT as may be provided under the terms of issue and in accordance with the placement document(s);
- the Units to be created, issued, offered and allotted shall be subject to the provisions of the trust deed and the investment management agreement of the Embassy REIT;
- no partly paid-up Units shall be issued/allotted;
- the relevant date for the purpose of pricing of the Units to be issued shall be the date of the meeting in which the Board decides to open the proposed issue of Units, subsequent to the receipt of Unitholder approval in terms of the Master Circular and other Applicable Law;
- no allotment shall be made, either directly or indirectly, to the sponsor(s) of the Embassy REIT, the Manager or any institutional investor who is a person related to, or related party or associate of, the sponsor(s) of the Embassy REIT or the Manager, provided that allotment of Units can be made to a sponsor(s) of the Embassy REIT for the unsubscribed portion in the placement if (i) at least 90% of the size of the issue/placement has been subscribed; (ii) the object of the issue/placement is the acquisition of assets from such sponsor(s) of the Embassy REIT; and (iii) units allotted to sponsor(s) of the Embassy REIT will be subject to the lock-in requirements under the Master Circular; and
- no single allottee shall be allotted Units in the Institutional Placement if the value of the Units held by such person along with its associates exceeds 25% of the value of the outstanding Units.

RESOLVED FURTHER THAT without prejudice to the generality of the foregoing resolutions, the Units may have such features or attributes or any terms or combination of terms as per the prevailing practices and regulations in the capital markets and as may be decided by the Board.

RESOLVED FURTHER THAT the unsubscribed portion of the Institutional Placement, in one or more placements, may be allotted to a sponsor of the Embassy REIT, subject to compliance with the conditions under Chapter 10 of the Master Circular, or otherwise disposed off by the Board, in its absolute discretion, in such manner as it may deem fit and in accordance with Applicable Law.

RESOLVED FURTHER THAT the Board of the Manager (including any Committee(s) thereof) be and is hereby authorized on behalf of Embassy REIT to do all acts, deeds, things, and matters, including sub-delegation of all, or any of these powers, as may be required or are necessary to give effect to these resolutions or as otherwise considered by the Board (including any Committee(s) thereof) to be in the best interest of Embassy REIT, for the purpose of giving effect to any invitation to offer, offer, issue or allotment of Units, including without limitation, terms and conditions for issuance of Units including the number of such Units that may be offered in the domestic and international markets and proportion thereof, issue price and discounts permitted under Applicable Law, timing for issuance of such Units and shall be entitled to vary, modify or alter any of the terms and conditions as it may deem expedient, entering into and executing arrangements with book running lead managers, legal advisors, depositories, custodians, registrars, escrow agents and executing other agreements, including any amendments or supplements thereto, as necessary or appropriate and to finalize, approve or issue any document(s) or agreement(s), including but not limited to the placement document(s) and filing such documents (in draft or final form) with any Indian or foreign regulatory authority, including the SEBI or the Stock Exchanges, making applications to Governmental Authorities as may be required, making applications for consent to such third parties as may be determined by the Board in its absolute discretion and sign all deeds, documents and writings and to pay any fees, commission, remuneration and expenses relating thereto and with power on behalf of the Embassy REIT to settle all questions, difficulties or doubts that may arise in regard to the invitation to offer, issue, offer or allotment of Units and take all steps which are incidental and ancillary in this connection, including in relation

to the utilization of the issue proceeds, as it may in its absolute discretion deem fit without being required to seek further consent or approval of the Unitholders or otherwise to the end and intent that the Unitholders shall be deemed to have given their approval thereto expressly by the authority of this resolution.

RESOLVED FURTHER THAT all actions taken by the Board (including any Committee(s) thereof) authorized pursuant to the above resolution in connection with any matter(s) referred to or contemplated in the foregoing resolution be and are hereby approved, ratified and confirmed in all respects.”

For and on behalf of Embassy Office Parks REIT acting through its Manager, Embassy Office Parks Management Services Private Limited

**Sd/-
Vinitha Menon
Company Secretary and Compliance Officer
A25036**

Date: April 06, 2024
Place: Chennai

NOTES

1. Pursuant to Chapter 9 of the SEBI master circular no. SEBI/HO/DDHS-PoD-2/P/CIR/2023/116 dated July 6, 2023 issued by the Securities and Exchange Board of India (“SEBI”), REITs are allowed to hold extraordinary meetings through OAVM, without the physical presence of Unitholders at a common venue. Hence, in compliance with the aforementioned circular, the extraordinary meeting of Embassy REIT is being held through OAVM, with the facility of two-way teleconferencing.
2. As the meeting shall be conducted through OAVM, the facility for appointment of proxy by the Unitholders is not available for this meeting, and hence, the Proxy Form and Attendance Slip including Route Map are not annexed to this Notice.
3. The EM Notice is being sent to the Unitholders whose names appear on the Register of Members /Beneficial Owners as received from the depositories and whose email addresses are registered with the depository participants, through the Registrar and Transfer Agent, as on Monday, April 22, 2024 (“**Cut-off Date**”). The voting rights of a Unitholder shall be in proportion to their Unitholding, as on the Cut-Off Date.
4. Explanatory statement setting out material facts relating to ordinary business to be transacted at the EM is provided under **Annexure A**.
5. Further, pursuant to the master circular no. SEBI/HO/DDHS-PoD-2/P/CIR/2023/116 dated July 6, 2023 issued by the SEBI, the Notice of the EM is sent in electronic form only to those Unitholders whose email addresses are registered with the Registrar and Share Transfer Agent of Embassy REIT / Depositories. The Notice calling the EM has been uploaded on the website of Embassy REIT at <https://www.embassyofficeparks.com/investors/regulatory-filings/>. The Notice can also be accessed from the websites of the Stock Exchanges i.e. BSE Limited (“**BSE**”) and the National Stock Exchange of India Limited (“**NSE**”) at www.bseindia.com and www.nseindia.com respectively and the EM Notice is also available on the website of National Securities Depository Limited (“**NSDL**”) (agency for providing the Remote e-Voting facility “<http://www.evoting.nsdl.com>”).
6. Valuation reports, each dated April 05, 2024, issued by Ms. L Anuradha, the independent valuer of the Embassy REIT (with the independent property consultant review services undertaken by Cushman & Wakefield (India) Private Limited), and iVAS Partners, a valuer as defined under the REIT Regulations (with value assessment services provided by CBRE South Asia Private Limited), received in connection with the Proposed Acquisition are available at the investor relations page of Embassy REIT website (www.embassyofficeparks.com).
7. Jones Lang La Salle Property Consultants (India) Private Limited (“**JLL**”) has issued a fairness opinion to the independent directors of Embassy Office Parks Management Services Private Limited, the manager to the Embassy Office Parks REIT (the “**Manager**”), and opined that, subject to the assumptions and limitations of the scope, the enterprise value of the Proposed Acquisition is fair, to the Unitholders of the Embassy Office Parks REIT from a financial point of view. Further, it may be noted that JLL and its affiliates have in the past provided, and may in the future provide, real estate services to the Embassy Office Parks REIT and/or its portfolio companies, the target or respective affiliates, for which services they have received or may receive customary fees
8. Relevant documents referred to in the accompanying Notice, if any, are open for inspection by the Unitholders by mentioning the name, demat account number, e-mail id, mobile number to secretarial@embassyofficeparks.com. The Unitholders can also request copies of the same by sending the request at the principal place of business of Embassy REIT on all working days (i.e. all days except Saturdays, Sundays and public holidays) between 11.00 a.m. and 5.00 p.m. up to the date of the EM (i.e., April 29, 2024) accompanying the necessary details mentioned above.
9. The manner of voting on the proposed resolutions is restricted only to voting through electronic means (“**E-voting**”).
10. The Manager, on behalf of Embassy REIT, has engaged the services of NSDL for the purpose of providing Remote e-Voting facility to the Unitholders. The Unitholders as on the Cut-Off Date can exercise their right to vote by electronic voting systems on any or all of the items of

business specified in the accompanying Notice. The remote e-voting period commences on Thursday, April 25, 2024 at 0900 Hrs IST and ends on Sunday, April 28, 2024 at 1700 Hrs IST. The remote e-voting will not be allowed beyond the aforesaid date and time and the remote e-voting module shall be disabled by National Securities Depository Limited upon expiry of the aforesaid period. The facility of e-voting shall also be provided on the day of the meeting for Unitholders to vote electronically. Details of the process and manner of Remote e-Voting along with the User ID and Password is provided under **Annexure B**.

11. Unitholders may note that in accordance with Chapter 9 of the SEBI master circular no. SEBI/HO/DDHS/DDHS_Div-PoD-2/P/CIR/2023/1316 dated January 12 July 6, 2023, only the Unitholders whose email IDs are updated with the depository would be able to cast their vote through remote e-voting facility. Unitholders whose email IDs are not registered are therefore requested to update their email ID with their depository in order to cast vote through remote e-voting facility or contact the registrar and transfer agent.
12. Any person who acquires Units of Embassy REIT and becomes a Unitholder of Embassy REIT after the dispatch of the Notice, and holds Units as on the Cut-Off Date, may obtain the User ID and Password by sending a request at <https://www.Evoting.nsd.com> or contact Kfin Technologies Limited (“Kfintech”) at toll free number 1800345 4001 +91 40 79615205.
13. Once the vote on a resolution is cast by the Unitholder, the Unitholder shall not be allowed to change it subsequently and the remote e-Voting module shall be disabled by NSDL for voting thereafter. A person who is not a Unitholder as on the said Cut-off Date will not be entitled to vote and should treat this Postal Ballot Notice for information purpose only.
14. Unitholders on the day of the EM shall login through their user ID and password on e-Voting website of NSDL. The link will be available in the Unitholder login where the EVEN of Embassy REIT 128297 will be displayed. On clicking the link, the Unitholder will be able to view the webcasting of the EM proceedings. The VC facility will be available on April 29, 2024 from 1030 HRS IST onwards till the conclusion of the EM.
15. The Unitholders will be able to view the proceedings of EM on NSDL’s e-Voting website www.evoting.Nsd.com.
16. Unitholders are requested to address all correspondence, including distribution matters, to the Registrar, Kfin Technologies Limited, (Unit: Embassy Office Parks REIT), Selenium, Tower B, Plot No.31-32, Financial District, Nanakramguda, Hyderabad - 500032, Telangana, India (toll free number 1800345 4001 +91 40 79615205).
17. SEBI has mandated the submission of Permanent Account Number (“PAN”) by every participant in the securities market. Unitholders are therefore requested to submit their PAN to their Depository Participants with whom they are maintaining their demat accounts.
18. The Board of Directors of the Manager have appointed Ms. Rupal D Jhaveri (M. No: F5441; CP No: 4225), a Company Secretary in Practice, as the Scrutinizer to scrutinize the remote e-voting process in a fair and transparent manner.
19. The Scrutinizer shall immediately after scrutinizing the votes cast by remote e-voting, make a Scrutinizer’s Report of the votes cast in favour or against, if any, and submit the same forthwith to the Chairperson of the Board of Directors of the Manager or a person authorized by him/her in writing, who shall countersign the same.
20. The results of the voting along with Scrutinizer’s Report(s) will be available on the website of Embassy REIT (<https://www.embassyofficeparks.com>), and on NSDL’s website (<https://www.Evoting.nsd.com>) within two (2) working days of passing of the resolutions and communication of the same to the BSE Limited and the National Stock Exchange of India Limited. The recorded transcript of the Meeting shall also be made available on the website of Embassy REIT <https://www.embassyofficeparks.com/investors/events-unitholder-meetings/>.
21. Subject to receipt of requisite number of votes, the resolutions shall be deemed to be passed on the date of EM i.e. Monday, April 29, 2024
22. In case of joint holders attending the EM, only such joint holder who is higher in the order of names will be entitled to vote at the EM.

23. Unitholders attending through VC or OAVM shall be counted for the purpose of reckoning the quorum.

24. Those Unitholders who have already registered their e-mail addresses are requested to keep their e-mail addresses validated with their Depository Participants to enable servicing of notices/documents/Annual Reports and other communications electronically to their e-mail address in future.

PROCEDURE TO RAISE QUESTIONS / SEEK CLARIFICATIONS WITH RESPECT TO THE NOTICE:

As the meeting is being conducted through OAVM, for the smooth conduct of proceedings of the meeting, Unitholders are encouraged to express their views/send their queries in advance, mentioning their Name, Demat Account Number / Folio Number, E-mail ID and Mobile Number to secretarial@embassyofficeparks.com. Only questions / queries received by the Embassy REIT on or before 1200 Hrs IST on hursday, April 25, 2024 shall be considered and responded to during the EM.

ANNEXURE A EXPLANATORY STATEMENT

Item No. 1

The Embassy REIT proposes to acquire, through the purchase of 100% of the equity share capital of ESNP Property Builders and Developers Private Limited (“**ESNP**”) from Embassy Property Developments Private Limited (“**EPDPL**” or “**Embassy Sponsor**”) (and its nominee), ESNP’s rights, title and interest in Embassy Splendid TechZone, a commercial real estate project in Chennai, India, which is expected to comprise a total leasable area of approximately 5.0 million sq. ft. in the commercial towers upon completion (“**Embassy Splendid TechZone, Chennai**”), consisting of the ownership interest in the completed and rent/income-generating towers as well as rights, title and interest in the under-construction portions thereat, economic interests (including 61% proportionate lease revenue share), leasehold rights, co-development rights and other rights of ESNP in Embassy Splendid TechZone, Chennai, including the right to provide common area maintenance services and common infrastructure services (such acquisition, the “**Proposed Acquisition**”).

The enterprise value of Embassy Splendid TechZone, Chennai for purposes of the Proposed Acquisition is a maximum of ₹12,690 million. The enterprise value is subject to adjustments in relation to net debt, working capital and other adjustments, as agreed among the parties. In the event that a binding agreement to lease in relation to certain identified leasable area at Embassy Splendid TechZone, Chennai is not executed prior to the date of completion of the Proposed Acquisition (“**Closing Date**”, and such condition, the “**Leasable Area Condition**”), the Embassy REIT, at its discretion, may still proceed with the completion of the Proposed Acquisition, at a reduced enterprise value of ₹11,853 million.

The enterprise value for Embassy Splendid TechZone, Chennai is at a discount of 6.7% (assuming the Leasable Area Condition is completed prior to the Closing Date) and 9.2% (assuming that the Leasable Area Condition is not completed prior to the Closing Date) to the average of the value of the project as determined by two independent valuers appointed by the Manager, in consultation with the Trustee, in compliance with Regulation 19(3)

of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended (and together with the circulars, notifications, guidelines and clarifications issued thereunder from time to time, the “**REIT Regulations**”) and the policy on related party transactions adopted by the Manager on behalf of the Embassy REIT

The Proposed Acquisition is subject to the satisfaction or waiver of identified conditions precedent, availability of adequate funds through any modes as may be permitted under applicable law in order to finance the Proposed Acquisition and/or repayment, redemption or refinancing of certain existing debt of ESNP and assumption of liabilities, and on such other terms as may be mutually agreed among the parties to the Proposed Acquisition.

No acquisition fee is payable to the Manager for the Proposed Acquisition.

The Proposed Acquisition does not require approval of the unitholders under Regulation 19(5)(b)(i) of the REIT Regulations. However, given that the Proposed Acquisition will facilitate the entry of the Embassy REIT into a new market (Chennai) and is proposed to be funded through an institutional placement, the Manager is seeking approval of the Unitholders for the Proposed Acquisition under Regulation 22(5)(f) of the REIT Regulations as a matter in the ordinary course of business that is material and requires the approval of the Unitholders in the opinion of the Manager.

Further, Jones Lang La Salle Property Consultants (India) Private Limited (“**JLL**”) has issued a fairness opinion to the independent directors of the Manager to the Embassy REIT, and opined that, subject to the assumptions and limitations of the scope, the proposed value of the Proposed Acquisition is fair, from a financial point of view, to the Unitholders of the Embassy REIT. Such fairness opinion has been obtained voluntarily, as a matter of good governance. Further, it may be noted that JLL and its affiliates have in the past provided, and may in the future provide, real estate services to the Embassy Office Parks REIT and/or its portfolio companies, the target or respective affiliates, for which services they have received or may receive customary fees

The Board of Directors, the Audit Committee and the Investment Committee, at their respective meetings held on April 6, 2024 have approved the Proposed Acquisition.

A brief description of the asset and an overview of the Proposed Acquisition is set out below.

Embassy Splendid TechZone, Chennai

Overview:

Embassy Splendid TechZone, Chennai is an opportunity for the Embassy REIT to obtain a strong foothold in the commercial real estate market in Chennai through a high-quality business park with reputed global and Indian corporations as its occupiers. Given that the Embassy REIT currently does not have any projects in Chennai, the Proposed Acquisition is in the interest of the Embassy REIT.

Embassy Splendid TechZone, Chennai comprises three (3) completed towers and food court, utility block, three (3) under-construction towers and administration block, and four (4) proposed towers, expected to comprise a total leasable area of approximately 5.0 million sq. ft. in the commercial towers upon completion.

Considering the total leasable area in the aggregate, the Proposed Acquisition of ESNP will entail approximately 1.4 million sq. ft. as completed area, of which, as of date, approximately 95% is leased by occupiers. Of the balance approximately 3.6 million sq. ft., approximately 1.6 million sq. ft. is under-construction area¹ and approximately 2.0 million sq. ft. comprises proposed development area². This represents an attractive opportunity to enter the Chennai market and grow the business park and the rental income organically.

Construction and land details;

Co-development rights:

The land on which Embassy Splendid TechZone, Chennai is built/proposed to be built comprises pieces and parcels of land in zamin Pallavaram Village, Pallavaram Taluk, Chengalpattu District,

Tamil Nadu, collectively admeasuring approximately 29.5³ acres (such land, the “**Embassy Splendid TechZone Land**”). A portion of Embassy Splendid TechZone Land is notified as a special economic zone under the Special Economic Zones Act, 2005 (the “**SEZ Act**” and such portion of Embassy Splendid TechZone Land, the “**SEZ Land**”).

SNP Infrastructure LLP (“**SNP**”), a third-party, is the sole and absolute owner of the entire Embassy Splendid TechZone Land and the notified developer under the SEZ Act of the SEZ Land. SNP granted leasehold rights over the Embassy Splendid TechZone Land for a period of 30 (thirty) years from November 9, 2016, with EPDPL being entitled to renew the leasehold rights for 3 (three) further terms of 30 (thirty) years each (“**Embassy Splendid TechZone Leasehold Rights**”).

Pursuant to a co-development agreement dated May 20, 2016 executed between EPDPL and SNP and amended from time to time, EPDPL obtained co-development rights over the Embassy Splendid TechZone Land (the “**Embassy Splendid TechZone CDA**”). Under the Embassy Splendid TechZone CDA, the co-developer is entitled to 61% of the lease receipts from commercial tenants and the developer is entitled to (the remaining) 39% of lease receipts

ESNP’s rights in Embassy Splendid TechZone, Chennai and the Demerger Scheme

ESNP is currently a wholly-owned subsidiary of EPDPL. ESNP has acquired EPDPL’s rights, title and interest in Embassy Splendid TechZone, Chennai (including the co-development and leasehold rights) pursuant to a demerger scheme, as described below.

EPDPL and ESNP filed a scheme of arrangement under Section 233 of the

¹ Under-construction area is defined as the leasable area of a property for which the master plan for development has been obtained, internal development plans have been finalized and applications for requisite approvals required under the law for commencement of construction have been applied, construction has commenced, and occupancy certificate is yet to be received.

² Proposed development area is defined as the leasable area of a property for which development plans are yet to be finalized and applications for requisite approvals required under the law for commencement of construction are yet to be received.

³ Includes land surrendered (comprising 3.53 acres) as part of link road and open space reservation in accordance with applicable law.



Companies Act, 2013 before the Regional Director at Hyderabad, Ministry of Corporate Affairs, Government of India (“**Regional Director**”) for transfer and vesting all of EPDPL’s right, title and interest in Embassy Splendid TechZone, Chennai into ESNP, including the completed, ongoing and future portions of Embassy Splendid TechZone, Chennai together with the related assets and liabilities of EPDPL (including the rights and obligations of EPDPL under the Embassy Splendid TechZone CDA and the Embassy Splendid TechZone Leasehold Rights) (“**Demerger Scheme**”). The Demerger Scheme has been approved by the Regional Director pursuant to its order dated August 19, 2022 read with its corrigendum order dated November 15, 2023 (collectively, the “**Demerger Sanction Order**”) and is effective from December 21, 2023.

Pursuant to the Demerger Scheme, inter alia, (i) the Embassy Splendid TechZone Leasehold Rights have been transferred to ESNP and (ii) the co-development rights over the Embassy Splendid TechZone Land have been transferred to ESNP, and ESNP has obtained the necessary approvals in this regard including as a co-developer under the SEZ Act.

ESNP has allotted non-convertible redeemable preference shares of face value of ₹10 each, aggregating to ₹10,002,080 to the shareholders of EPDPL. Pursuant to the share purchase agreement for the Proposed Acquisition, these non-convertible redeemable preference shares shall, at the sole discretion of Embassy REIT, be either: (i) redeemed by ESNP; or (ii) acquired by the Embassy REIT (directly or through an affiliate). The acquisition or redemption of such non-convertible redeemable preference shares may be completed on or after the Closing Date, subject to compliance with applicable law

Acquisition Mechanics for Embassy Splendid TechZone, Chennai

Overview:

Embassy REIT will acquire 100% of the equity shares in the share capital of ESNP (the

“**ESNP Sale Shares**”) from EPDPL and its nominee. The long stop date for completion of the acquisition is July 31, 2024 or any later date as may be agreed among the relevant parties (“**ESNP Long Stop Date**”). Upon the completion of the Proposed Acquisition, ESNP will become a special purpose vehicle held by the Embassy REIT.

The key terms of the arrangements in relation to the Proposed Acquisition are described below.

SHARE PURCHASE AGREEMENT

• Representations and warranties:

- EPDPL has given representations and warranties under the share purchase agreement for the acquisition of ESNP Sale Shares, including in relation to Embassy Splendid TechZone, Chennai, the Embassy Splendid TechZone CDA, the Embassy Splendid TechZone Leasehold Rights and title to the ESNP Sale Shares.

• Indemnities:

- EPDPL has agreed to indemnify the Embassy REIT for any breaches of representations and warranties and certain identified specific indemnity items and covenants including in relation to any claims that may be raised by SNP under the Embassy Splendid TechZone CDA in respect of or arising out of matters for which EPDPL continues to be liable to SNP under the provisions of the Embassy Splendid TechZone CDA (for details, please refer to “Amendments to co-development agreement” below).
- ESNP has agreed to indemnify EPDPL for any losses actually incurred by EPDPL as a result of claims by SNP where such losses are attributable solely to actions or omissions of ESNP during the period on or after the Closing Date.
- The indemnities are subject to certain negotiated limitations, maximum amounts, survival periods and deductibles.

• Covenant on construction and development:

- With effect from the Closing Date, EPDPL has undertaken to complete the construction and development of all under-construction and proposed developments at Embassy Splendid TechZone, Chennai as per the scope of activities and other terms and conditions agreed between EPDPL and ESNP. Any prior arrangements between EPDPL and ESNP in relation to construction and development at Embassy Splendid TechZone, Chennai will be terminated prior to the Closing Date.

• **Rental Support and Leasable Area Condition:**

- Leasable area aggregating to 430,690 sq. ft. in block 10 at Embassy Splendid TechZone, Chennai is proposed to be leased to a certain occupier, with an expected rent commencement date of November 1, 2025 (“**Pre-leased Area**”).
- Given that the Pre-leased Area is under-construction and the future rent commencement date, EPDPL has agreed to provide rental support to ESNP for such Pre-leased Area from the Closing Date until the actual rent commencement date with respect thereto in the manner agreed among the parties. Based on an expected rent commencement date of November 1, 2025, such rental support amount would be ₹429 million.
- The execution of a binding agreement to lease in relation to the above leasable area is a condition precedent to closing, which can be waived at the sole discretion of the Embassy REIT (the Leasable Area Condition). However, if the Leasable Area Condition is not completed prior to the Closing Date, and the Embassy REIT, in its sole discretion, waives such condition and completes the Proposed Acquisition at a reduced enterprise value of ₹11,853 million, EPDPL will not provide rental support for the Pre-leased Area.

AMENDMENTS TO CO-DEVELOPMENT AGREEMENT

Background:

In connection with the Proposed Acquisition of ESNP by the Embassy REIT, the Embassy Splendid TechZone CDA will be amended, a summary of which is set out below.

ESNP, EPDPL and SNP will enter into an amendment agreement with respect to the Embassy Splendid TechZone CDA (the “**Embassy Splendid TechZone CDA Amendment**”) which will be effective from the Closing Date.

• **Certain clarificatory amendments:**

- The Embassy Splendid TechZone CDA Amendment will provide for, inter alia: (a) amendments to the revenue sharing mechanism for compliance with the requirements of applicable law; (b) ESNP’s exclusive right to undertake the common area maintenance business; and (c) ESNP’s right to raise debt and the Embassy REIT’s right to raise debt on the security of the Embassy Splendid TechZone Leasehold Rights and mortgage of proportionate share of leasable area, with such debt proceeds to be utilized solely for construction and development or working capital for Embassy Splendid TechZone, Chennai until its completion.
- ESNP will provide certain representations and warranties in its capacity as a co-developer under the Embassy Splendid TechZone CDA, including on expertise and financial ability to complete the project
- The amendments will provide clarity with respect to the Embassy Splendid TechZone CDA and will be in the interest of the Embassy REIT.

• **Indemnity provisions:**

- EPDPL (and not ESNP) will be solely responsible for claims by SNP in connection with any breach or non-compliance with the Embassy Splendid TechZone CDA relating to the period prior to the Closing Date and certain identified matters including delay in construction (“**Prior Period CDA Claims**”).

- EPDPL and ESNP will be jointly and severally responsible for claims by SNP in connection with any breach or non-compliance with the Embassy Splendid TechZone CDA for the period on or after the Closing Date, provided that ESNP will be responsible for only such claims that are solely attributable to ESNP for the period on or after the Closing Date and do not relate to any claims connected with or arising from the Prior Period CDA Claims.
- **Covenants in relation to change of control of ESNP:**
 - ESNP is required to continue to be a wholly-owned special purpose vehicle of the Embassy REIT until the expiry of the 12 (twelve) month period following the receipt of completion certificate in respect of all towers in Embassy Splendid TechZone, Chennai. Further, any change of control of ESNP thereafter will be with prior written notice to SNP
- **Recognition of leasehold rights:**
 - ESNP, EPDPL and SNP will also execute amendment deeds (effective from the Closing Date) to record certain commercial terms as agreed in the Embassy Splendid TechZone CDA Amendment.
 - Appropriate amendments to the lease revenue escrow arrangements among ESNP, SNP and EPDPL and other relevant transaction documents will also be undertaken to reflect the demerger of Embassy Splendid TechZone, Chennai into ESNP.

Undertaking by the Manager

- The Manager will issue an undertaking to SNP confirming that until the date of completion of acquisition of Embassy Splendid TechZone, Chennai and the ESNP Long Stop Date, whichever is earlier, the Embassy REIT will not take any action that would result in it becoming unable to acquire the entire Embassy Splendid TechZone, Chennai project in a single tranche pursuant to the REIT Regulations. The undertaking will be effective from the date of receipt of Unitholder approval for the Proposed Acquisition.

- Consistent with the Embassy Splendid TechZone CDA Amendment, the undertaking will provide that the Embassy REIT will:
 - (a) continue to hold ESNP as its special purpose vehicle and have control over ESNP until the expiry of the 12 (twelve) month period following the receipt of completion certificate in respect of all towers in Embassy Splendid TechZone, Chennai;
 - (b) ensure that ESNP has adequate resources (including but not limited to funding) and expertise to complete Embassy Splendid TechZone, Chennai; and
 - (c) ensure that any change of control of ESNP (after the expiry of the period referred to in (a) above) will be with prior written notice to SNP

Ancillary arrangements with Embassy Sponsor’s affiliates and the Manager

The following arrangements are proposed to be executed in compliance with applicable requirements for related party transactions (including arm’s-length terms).

(a) Facility management

Scope:

With respect to the developed and operational portions of Embassy Splendid TechZone, Chennai, Embassy Services Private Limited (“Embassy Services”), an affiliate of the Embassy Sponsor/EPDPL, has agreed to provide facility management services for a period of 5 (five) years with effect from the Closing Date.

Fees:

Embassy Services will be entitled to facility management fees of ₹0.575 per month per sq. ft. of constructed area (subject to escalation every three years at a rate of 15% on the last prevailing fees).

Embassy Services provides facility management services on the same terms to certain existing Embassy REIT assets. The Manager believes that this arrangement will be in the interest of the Embassy REIT.

(b) Property management agreement between ESNP and the Manager

Scope:

With respect to the developed and operational portions of Embassy Splendid TechZone, Chennai, the Manager will provide property management services to ESNP with effect from the Closing Date.

Fees:

The Manager will be entitled to fees equivalent to 3% of facility rentals received and collected by ESNP.

The Manager provides property management services on the same terms to the other Embassy REIT assets (other than the investment entity). This arrangement will be in the interest of the Embassy REIT.

(c) Amendment to the trademark license agreement

The trademark license agreement dated September 20, 2018, entered into among Embassy Shelters Private Limited, a member of the Embassy group (as the licensor), the

Manager and Axis Trustee Services Limited (the trustee of the Embassy REIT) is proposed to be amended to include a license for the Embassy REIT to use certain intellectual property in relation to “Embassy Splendid TechZone” and “Embassy Splendid TechZone, Chennai”.

Other than Mr. Jitendra Virwani and Mr. Aditya Virwani, none of the directors of the Manager (or their relatives) are interested in the Proposed Acquisition. None of the key managerial personnel of the Manager (or their relatives) are interested in the Proposed Acquisition.

Since the Embassy Sponsor is related to the Proposed Acquisition, the Embassy Sponsor and its associates will not vote on Item No.1.

None of the directors or key managerial personnel of Axis Trustee Services Limited (the trustee of the Embassy REIT) are interested in the Proposed Acquisition.

The Board of Directors recommends the passing of the Resolution at Item No. 1 by way of simple majority (i.e., where the votes cast in favor of the resolution are required to be more than the votes cast against the resolution).

Item No. 2

The Embassy REIT proposes to raise funds through an **institutional placement(s)** of units in one or more placements (together, the “Institutional Placement”) to eligible institutional investors in accordance with the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended (“**REIT Regulations**”), read with Chapter 10 of the Master Circular for Real Estate Investment Trusts (REITs) issued by the Securities and Exchange Board of India, as amended or clarified from time to time (the “**Master Circular**”), and other applicable law.

The Board of Directors of Embassy Office Parks Management Services Private Limited, Manager to Embassy REIT, at its meeting held on April 06, 2024, approved the Institutional Placement, for an aggregate amount not exceeding ₹30,000 million, and recommended the same to the Unitholders for their approval.

Based on this unitholders’ resolution and subject to compliance with applicable law, the Embassy REIT may undertake more than one placement within a period of 365 days from the date of the

EM or such other time as may be permitted under the REIT Regulations, the Master Circular or other applicable law.

Pursuant to paragraph 10.2.1 of the Master Circular, a resolution of the existing unitholders of the Embassy REIT approving the institutional placement is required in accordance with Regulation 22(6) of the REIT Regulations i.e., where the votes cast in favour of the resolution are required to be not less than one and half times the votes cast against the resolution.

None of the directors or key managerial personnel of the Manager (or their relatives) are interested in the Institutional Placement.

None of the directors or key managerial personnel of the Trustee are interested in the Institutional Placement.

The Board recommends the passing of the Resolution at Item No. 2 by way of special majority (i.e., where the votes cast in favour of the resolution are required to be not less than one and half times the votes cast against the resolution)

ANNEXURE B

INSTRUCTIONS FOR REMOTE E-VOTING AND JOINING THE VIRTUAL MEETING

How do I vote electronically using NSDL e-Voting system?

The way to vote electronically on NSDL e-Voting system consists of “Two Steps” which are mentioned below:

Step 1: Access to NSDL e-Voting system

A. Login method for e-Voting and joining virtual meeting for Individual unitholders holding securities in demat mode

Individual Unitholders holding securities in demat mode are allowed to vote through their demat account maintained with Depositories and Depository Participants. Unitholders are advised to update their mobile number and email Id in their demat accounts in order to access e-Voting facility.

Login method for Individual Unitholders holding securities in demat mode is given below:

Type of Unitholders	Login Method
Individual Unitholders holding securities in demat mode with NSDL.	1. Existing IDeAS user can visit the e-Services website of NSDL Viz. https://eservices.nsd.com either on a Personal Computer or on a mobile. On the e-Services home page click on the “Beneficial Owner” icon under “Login” which is available under ‘IDeAS’ section, this will prompt you to enter your existing User ID and Password. After successful authentication, you will be able to see e-Voting services under Value added services. Click on “Access to e-Voting” under e-Voting services and you will be able to see e-Voting page. Click on company name or e-Voting service provider i.e. NSDL and you will be re-directed to e-Voting website of NSDL for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting.
	2. If you are not registered for IDeAS e-Services, option to register is available at https://eservices.nsd.com . Select “Register Online for IDeAS Portal” or click at https://eservices.nsd.com/SecureWeb/IdeasDirectReg.jsp
	3. Visit the e-Voting website of NSDL. Open web browser by typing the following URL: https://www.evoting.nsd.com/ either on a Personal Computer or on a mobile. Once the home page of e-Voting system is launched, click on the icon “Login” which is available under ‘Shareholder/Member’ section. A new screen will open. You will have to enter your User ID (i.e. your sixteen digit demat account number hold with NSDL), Password/OTP and a Verification Code as shown on the screen. After successful authentication, you will be redirected to NSDL Depository site wherein you can see e-Voting page. Click on company name or e-Voting service provider i.e. NSDL and you will be redirected to e-Voting website of NSDL for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting.
	4. Unitholders can also download NSDL Mobile App “NSDL Speede” facility by scanning the QR code mentioned below for seamless voting experience. <div style="text-align: center;"> <p data-bbox="868 1827 1203 1854">NSDL Mobile App is available on</p> <div data-bbox="868 1872 1203 1910">   </div> <div data-bbox="620 1962 863 2029" style="display: inline-block; margin-right: 20px;"> <p data-bbox="620 1962 863 2029">NSDL Mobile App is available on</p> </div> <div data-bbox="898 1926 1002 2031" style="display: inline-block; margin-right: 20px;">  </div> <div data-bbox="1070 1926 1174 2031" style="display: inline-block;">  </div> </div>

<p>Individual Unitholders holding securities in demat mode with CDSL</p>	<ol style="list-style-type: none"> 1. Unitholders who have opted for CDSL Easi / Easiest facility, can login through their existing user id and password. The option will be made available to reach e-Voting page without any further authentication. The Unitholders to login Easi /Easiest are requested to visit CDSL website www.cdslindia.com and click on login icon & New System Myeasi Tab and then user your existing my easi username & password. 2. After successful login the Easi / Easiest user will be able to see the e-Voting option for eligible companies where the evoting is in progress as per the information provided by company. On clicking the evoting option, the user will be able to see e-Voting page of the e-Voting service provider for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting. Additionally, there is also links provided to access the system of all e-Voting Service Providers, so that the user can visit the e-Voting service providers' website directly. 3. If the Unitholder is not registered for Easi/Easiest, option to register is available at CDSL website www.cdslindia.com and click on login & New System Myeasi Tab and then click on registration option. 4. Alternatively, the Unitholder can directly access e-Voting page by providing Demat Account Number and PAN No. from a e-Voting link available on www.cdslindia.com home page. The system will authenticate the user by sending OTP on registered Mobile & Email as recorded in the Demat Account. After successful authentication, user will be able to see the e-Voting option where the evoting is in progress and also able to directly access the system of all e-Voting Service Providers.
<p>Individual Unitholders (holding securities in demat mode) login through their depository participants</p>	<p>You can also login using the login credentials of your demat account through your Depository Participant registered with NSDL/CDSL for e-Voting facility. upon logging in, you will be able to see e-Voting option. Click on e-Voting option, you will be redirected to NSDL/CDSL Depository site after successful authentication, wherein you can see e-Voting feature. Click on company name or e-Voting service provider i.e. NSDL and you will be redirected to e-Voting website of NSDL for casting your vote during the remote e-Voting period or joining the EM and voting during the EM.</p>

Important note: Unitholders who are unable to retrieve User ID/ Password are advised to use Forget User ID and Forget Password option available at abovementioned website.

Helpdesk for Individual Unitholders holding securities in demat mode for any technical issues related to login through Depository i.e., NSDL and CDSL.

Type of Unitholders	Login Method
<p>Individual Unitholders holding securities in demat mode with NSDL</p>	<p>Unitholders facing any technical issue in login can contact NSDL helpdesk by sending a request at evoting@nsdl.co.in or call at 022 - 4886 7000</p>
<p>Individual Unitholders holding securities in demat mode with CDSL</p>	<p>Unitholders facing any technical issue in login can contact CDSL helpdesk by sending a request at helpdesk.evoting@cdslindia.com or contact at toll free no. 1800 22 55 33</p>

How do I vote electronically using NSDL e-Voting system?

The way to vote electronically on NSDL e-Voting system consists of “Two Steps” which are mentioned below:

Step 1: Access to NSDL e-Voting system

B. Login Method for e-Voting and joining the EM for Unitholders other than Individual Unitholders holding securities in demat mode.

How to Log-in to NSDL e-Voting website?

1. Visit the e-Voting website of NSDL. Open web browser by typing the following URL: <https://www.evoting.nsdl.com/> either on a Personal Computer or on a mobile.

2. Once the home page of e-Voting system is launched, click on the icon “Login” which is available under ‘Unitholders/Member’ section.
3. A new screen will open. You will have to enter your User ID, your Password/OTP and a Verification Code as shown on the screen.
4. Alternatively, if you are registered for NSDL eservices i.e. IDeAS, you can log-in at <https://eservices.nsdl.com/> with your existing IDeAS login. Once you log-in to NSDL eservices after using your log-in credentials, click on e-Voting and you can proceed to Step 2 i.e. Cast your vote electronically.
5. Your User ID details are given below :

Manner of holding units (NSDL or CDSL)	Your User ID is:
A) For Unitholders who hold units in demat account with NSDL.	8 Character DP ID followed by 8 Digit Client ID For example if your DP ID is IN300*** and Client ID is 12***** then your user ID is IN300***12*****.
B) For Unitholders who hold units in demat account with CDSL.	16 Digit Beneficiary ID For example if your Beneficiary ID is 12***** then your user ID is 12*****

6. Password details for Unitholders other than Individual Unitholders are given below:
 - a) If you are already registered for e-Voting, then you can use your existing password to login and cast your vote.
 - b) If you are using NSDL e-Voting system for the first time, you will need to retrieve the ‘initial password’ which was communicated to you. Once you retrieve your ‘initial password’, you need to enter the ‘initial password’ and the system will force you to change your password.
 - c) How to retrieve your ‘initial password’?
 - (i) If your email ID is registered in your demat account or with the company, your ‘initial password’ is communicated to you on your email ID. Trace the email sent to you from NSDL from your mailbox. Open the email and open the attachment i.e. a .pdf file. Open

- the .pdf file. The password to open the .pdf file is your 8 digit client ID for NSDL account, last 8 digits of client ID for CDSL account. The .pdf file contains your ‘User ID’ and your ‘initial password’.
- (ii) If your email ID is not registered, please follow steps mentioned below in process for those Unitholders whose email ids are not registered.
 7. If you are unable to retrieve or have not received the “ Initial password” or have forgotten your password:
 - a) Click on “Forgot User Details/Password” (If you are holding units in your demat account with NSDL or CDSL) option available on www.evoting.nsdl.com.

- b) If you are still unable to get the password, you can send a request at evoting@nsdl.co.in mentioning your demat account number/folio number, your PAN, your name and your registered address etc.
- c) Unitholders can also use the OTP (One Time Password) based login for casting the votes on the e-Voting system of NSDL.
8. After entering your password, tick on Agree to “Terms and Conditions” by selecting on the check box.
9. Now, you will have to click on “Login” button.
10. After you click on the “Login” button, Home page of e-Voting will open.

Step 2:

Cast your vote electronically and join the EM on NSDL e-Voting system.

How to cast your vote electronically on NSDL e-Voting system join the EM on NSDL e-Voting system?

1. After successful login at Step 1, you will be able to see all the companies “EVEN” in which you are holding units and whose voting cycle is in active status.
2. Select “EVEN” of Embassy Office Parks REIT 128297 for which you wish to cast your vote during the remote e-Voting period and casting your vote during the EM. For joining virtual meeting, you need to click on “VC/OAVM” link placed under “Join Meeting”
3. Now you are ready for e-Voting as the voting page opens.
4. Cast your vote by selecting appropriate options i.e. assent or dissent, verify/modify the number of units for which you wish to cast your vote and click on “Submit” and also “Confirm” when prompted.
5. Upon confirmation, the message “Vote cast successfully” will be displayed.
6. You can also take the printout of the votes cast by you by clicking on the print option on the confirmation page.
7. Once you confirm your vote on the resolution, you will not be allowed to modify your vote.

General Guidelines for Unitholders

1. Institutional Unitholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Board Resolution/ Authority letter etc. with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer by e-mail to rupal@csrdj.com with a copy marked to evoting@nsdl.co.in.

Institutional Unitholders (i.e. other than individuals, HUF, NRI etc.) can also upload their Board Resolution / Power of Attorney / Authority Letter etc. by clicking on “Upload Board Resolution / Authority Letter” displayed under “e-Voting” tab in their login.

2. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential. Login to the e-voting website will be disabled upon five unsuccessful attempts to key in the correct password. In such an event, you will need to go through the “Forgot User Details/Password?” or “Physical User Reset Password?” option available on www.evoting.nsdl.com to reset the password.
3. In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Unitholders and e-voting user manual for Unitholders available at the download section of www.evoting.nsdl.com or call on : 022 - 4886 7000 or send a request to (Name of NSDL Official) at evoting@nsdl.co.in

Process for those Unitholders whose email IDs are not registered with the depositories for procuring user ID and password and registration of e-mail IDs for e-voting for the resolutions set out in this notice:

1. Please provide DPID-CLID (16 digit DPID + CLID or 16 digit beneficiary ID), Name, client master or copy of Consolidated Account statement, PAN (self attested scanned copy of PAN card), AADHAR (self attested scanned copy of Aadhar Card) to evoting@nsdl.co.in.
2. Alternatively Unitholders may send a request to evoting@nsdl.co.in for procuring User ID and password for e-voting by providing above mentioned documents.

3. Individual Unitholders holding Units in demat mode are allowed to vote through their demat account maintained with Depositories and Depository Participants. Unitholders are required to update their mobile number and email ID correctly in their demat account in order to access e-Voting facility

Instructions for Unitholders for attending the EM Through VC/OAVM are as under:

1. As per SEBI Circular No. SEBI/HO/DDHS/DDHS_Div2/P/CIR/2023/13 dated January 12, 2023, the facility for joining the meeting shall be kept open at least 15 minutes before the time scheduled to start the meeting and shall not be closed until the expiry of 15 minutes after such scheduled time
2. Unitholders will be provided with a facility to attend the AM through VC/OAVM through the NSDL e-Voting system. Unitholders may access by following the steps mentioned above for Access to NSDL e-Voting system. After successful login, you can see link of "VC/OAVM link" placed under "Join meeting" menu against company name. You are requested to click on VC/ OAVM link placed under "Join Meeting" menu. The link for VC/OAVM will be available in Shareholder/Member login where the EVEN of Embassy REIT 128297 will be displayed. Please note that the Unitholders who do not have the User ID and Password for e-Voting or have forgotten the User ID and Password may retrieve the same by following the remote e-Voting instructions mentioned in the notice to avoid last minute rush
3. Unitholders are encouraged to join the Meeting through laptops for better experience
4. Further Unitholders will be required to allow camera access and use internet with a good speed to avoid any disturbance during the meeting
5. Please note that participants connecting from mobile devices or tablets or through laptop connecting via mobile hotspot may experience audio/video loss due to fluctuation in their respective network. It is therefore recommended to use stable Wi-Fi or LAN connection to mitigate any kind of aforesaid glitches

INFORMATION AT A GLANCE

Particulars	Details
Time and date of EM	1100 Hrs IST, Monday, April 29, 2024
Mode	Video conference / Other Audio-Visual means
Helpline number for VC participation	1800 1020 990
Cut-off date for e-voting	Monday, April 22, 2024
E-voting start time and date	Thursday, April 25, 2024, at 0900 Hrs IST
E-voting end time and date	Sunday, April 28, 2024 at 1700 Hrs IST
E-voting website of NSDL	https://evoting.nsd.com .
Name, address and contact details of Registrar and Transfer Agent	Mr. Suresh Babu D KFin Technologies Limited, Selenium, Tower B, Plot No. 31-32, Financial District, Nanakramguda Hyderabad, Telangana, India 500 032. +91 40 79615205 suresh.d@kfintech.com
Name, address and contact details of evoting services provider	National Securities and Depository Limited Amit Vishal Assistant Vice President Pallavi Mhatre Senior Manager National Securities Depository Limited, Trade World, "A" Wing, 4th Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400013, India Email id : evoting@nsdl.com Contact number: 022 - 48867000 / 022 - 24997000