

# IDBI Trusteeship Services Ltd.

CIN : U65991MH2001GOI131154

Ref no.324/ITSL/ADPL/2023-2024



11<sup>th</sup> April 2023

To:

1. **Alien Developers Private Limited (Borrower)**  
Sy.No. 384 & 385, Aliens Space Station,  
Tellapur, R C Puram, Medak District,  
Hyderabad -502032.
2. **Mr. Hari Challa (Promoter/guarantor/Security Provider)**  
Villa No.86, Hill Ridge Villas,  
ISB Road, Serilingampally  
Hyderabad -500 032
3. **Mr. Venkat Challa (Promoter/guarantor/Security Provider)**  
Villa No.86, Hill Ridge Villas,  
ISB Road, Serilingampally  
Hyderabad -500 032
4. **Aliens Aerocity Private Limited (Security Provider)**  
Sy.No.384, 385 and 426/A, Space Station,  
Tellapur, Hyderabad – 502032
5. **Commune Realty Private Limited (Security Provider)**  
Sy.No.384, 385 and 426/A, Space Station,  
Tellapur, Hyderabad – 502032
6. **Aliens Hills Private Limited (Security Provider)**  
Sy.No.384, 385 and 426/A, Space Station,  
Tellapur, Hyderabad – 502032
7. **Aliens Smart City Private Limited (Security Provider)**  
Sy.No.384, 385 and 426/A, Space Station,  
Tellapur, Hyderabad – 502032
8. **Terra Deccan Developers India Private Limited (Security Provider)**  
17-1-391/T/138/139 Saraswathi Naqar, Saidabad.  
Hyderabad, Telangana - 500059
9. **MYE Infra Private Limited (Security Provider)**  
Plot No. 1, Megha Hills, Madhapur Cyberabad,  
Hyderabad, Telangana - 500081
10. **Sri M. Ashok (Security Provider)**  
Flat no.144, Lilac tower, Serene Country, Telecom Nagar,  
Gachibowli, Hyderabad – 500032



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11. **Sri M. Anil Venkatadri (Security Provider)**  
Flat no. 301, Nagarjuna Residency, APSRTC colony,  
Champapet, Hyderabad – 500079
12. **Mr. E. Raju Yadav (Security Provider)**  
Plot No.1 Megha Hills,  
Madhapur, Hyderabad - 500081
13. **Mrs Madhavi Reddy (Security Provider)**  
Plot No.1 Megha Hills,  
Madhapur, Hyderabad - 500081
14. **Sri D. Ramakrishna Reddy (Security Provider)**  
Plot no. 7, Sardar patel colony, Trimulghery, Secundrabad,  
Hyderabad – 500015
15. **Mr. C.V. Rangaiah (Security Provider)**  
Villa No. 86, Hill ridge Villas, ISB road,  
Gachibowli, Serilingampally, Hyderabad - 500032

Mesdames/Dear Sirs,

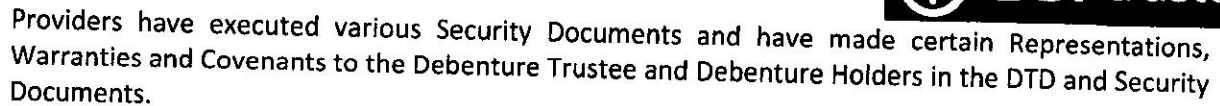
**Subject: Recall Notice - Debenture Debt with respect to the Secured Listed Redeemable Non-Convertible Debentures ("NCDs") issued by Alien Developers Private Limited ("Borrower") under Debenture Trust Deed dated 12<sup>th</sup> March 2018 as amended by Amendment to Debenture Trust Deed dated 26<sup>th</sup> March 2018 ("DTD").**

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1. We, IDBI Trusteeship Services Limited ("**Debenture Trustee**"), acting in its capacity as the Debenture Trustee in trust and for the benefit of Debenture Holders under the DTD executed by and between the Borrower, Mr. Hari Challa (as promoter, guarantor and security provider), Mr. Venkat Challa (as promoter guarantor and security provider) and the Debenture Trustee read with Debenture Trustee Agreement dated 8<sup>th</sup> March 2018 ("**DTA**") executed by and between the Borrower and the Debenture Trustee, write to you on behalf of and under the instructions of the Debenture Holders as under:
2. The facts stated below are well within your knowledge.
3. The Borrower has out of 1500 senior secured, listed, Non-Convertible Redeemable Debentures, having face value of Rs. 10,00,000/- (Rupees Ten Lakh Only) each in one or more tranches, aggregating to Rs. 150,00,00,000/- (Rupees One Hundred and Fifty Crore Only) on the terms and conditions more particularly set out in the DTD read with the DTA, issued 750 Debentures aggregating to Rs. 75,00,00,000/- (Rupees Seventy Fifty Crore Only) ("**Debentures**") and accordingly, subscribed by the Debenture Holders.
4. The Debentures are secured *inter alia* by Immoveable and moveable properties in favour of Debenture Trustee for the benefit of the Debenture Holders. In consideration of the Debentures and to secure all the Secured Obligations, thereunder, the Borrower, guarantors and the Security



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5. The Borrower has been in default of payment of the Interest amounts due and payable from April, 2019, Premium due and payable in March, 2022 and Principal redemption amounts due and payable as per Repayment Schedule, as per and under the DTD and the same constitutes Event of Default as per clause 12.1 of the DTD. In spite of repeated reminders by the representatives of the Debenture Holders, the said defaults have not been cured and defaulted amounts have not been repaid even till date.
6. In view of the above, we, acting as Debenture Trustee, on necessary instructions of the Debenture Holder email dated April 10, 2023, hereby, recall the entire Debentures and call upon the Borrower to pay to the Debenture Holders a sum of INR 2,98,38,92,322 (Rupees Two ninety-eight crores thirty-eight lacs ninety-two thousand three hundred and twenty-two only) being the Outstanding Amounts as on 10<sup>th</sup> April, 2023 together with further Interest, Default Interest and all Premiums at contractual rate from the said date till actual payment or realization together with all other costs, charges and incidental expenses, etc. as per the DTD read with DTA and other Transaction Documents within a period of 7 (Seven) days hereof, failing which the Debenture Trustee and Debenture Holders shall exercise all rights and remedies available to them in law and under the Transaction Documents against the Borrower, guarantors, Pledgors and Security Providers including invocation of guarantees and pledges and enforcement of all security interests under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for recovery of the Outstanding Amounts, at their sole risk as to the costs and consequences thereof, which may please be noted.
7. Further, the Borrower, Promoters, guarantors, and Security Providers are also cautioned to not transfer by way of sale, lease, license or otherwise create any third party right, charge or encumbrance over any of the secured assets, as more particularly described in the DTD, the DTA, the Security Documents and other Transaction Documents, and also over their personal assets / properties, without the prior written consent of the Debenture Trustee and Debenture Holders.
8. Capitalized terms used but not defined herein shall have the meaning ascribed to the terms under the DTD and other Transaction Documents.
9. Please note that this notice is being issued without prejudice to all other rights and remedies, civil and criminal, available to the Debenture Trustee and Debenture Holders in law or contract or both against the Borrower, Promoters, guarantors and Security Providers.

**For IDBI Trusteeship Services Limited**

**Authorized Signatory**

