



Digital Edge DC (India) Private Ltd
(Formerly AGP DC Infra Two Private Ltd)
Corporate Office Address: 903, C/66, G Block, One BKC Building,
Opposite Bank of Baroda, Bandra (East), Mumbai - 400051
CIN U70109DL2019PTC445222
Contact No: 01122992262
Email Id: csindia@digitaledgedc.com
Website: digitaledgedc.com

NOTICE IS HEREBY GIVEN THAT 02/2025-26 EXTRA-ORDINARY GENERAL MEETING (EGM) OF THE MEMBERS OF DIGITAL EDGE DC (INDIA) PRIVATE LIMITED ("MEMBERS") WILL BE HELD, AT A SHORTER NOTICE, ON TUESDAY, 10TH JUNE 2025 AT 3.00 P.M. (IST) THROUGH VIDEO CONFERENCING (VC) VIA MICROSOFT TEAMS TO TRANSACT THE FOLLOWING BUSINESS:

SPECIAL BUSINESS:

ITEM NO. 1 :

To consider and if thought fit, to pass with or without modification(s), the following resolution as Special Resolution:

APPROVAL AND AUTHORISATION FOR SIGNING OF IRREVOCABLE INTER-SE UNDERTAKING FOR BOM130 ("INTER SE UNDERTAKING") BETWEEN DIGITAL EDGE DC (INDIA) PRIVATE LIMITED ("DEI") WITH DIGITAL EDGE (SINGAPORE) HOLDINGS PTE LTD ("DESH").

"RESOLVED THAT pursuant to (a) the applicable provisions of the Companies Act, 2013 (the **"Act"**) read with applicable Rules made thereunder (including any statutory modifications) or re-enactment thereof, for the time being in force, as amended from time to time; (b) provisions of (i) the subscription and shareholders agreement dated February 25, 2022 executed amongst AGP DC Infra Two Private Limited (**"AGP DC"** now, the Company), DEA TopCo. II LLP, (**"DEA TopCo."**), IDCCO Pte. Ltd. and National Investment and Infrastructure Fund; and (ii) the deed of accession dated March 11, 2022 executed between DEA TopCo., DEI SG SPV Pte. Ltd. and AGP DC (now, the Company) (collectively the **"SSHA"**); (c) Master Telecommunication Services Agreement dated 12th April 2022 (**"MTSA"**) executed between Digital Edge (Singapore) Holdings Pte Ltd (**"DESH"**) and US based hyperscaler (**"Anchor Customer"**) which *inter alia* lays down the agreed general terms, under which DESH or any of its Affiliates shall render services to the Anchor Customer or its Affiliates in any geography where such services are provided; (d) a Memorandum of Understanding and Exclusivity Agreement dated 14th October 2024 with Affiliate of Anchor Customer based in India (**"Customer"**) to provide colocation services from BOM1 (BOM 130) data center which shall have a total IT load of 18,320 kW (**"Services"**); (e) the Company rendering Services to Customer as more particularly set out in the Order for Colocation Services (BOM 130) with the Customer (**"SOF"**) read with (by reference) the MTSA (the **"MTSA"**) and collectively with the SOF the **"Customer Contract"**) wherein DEI has the primary responsibility of delivering the Services to the Customer; (f) the terms of Clause 2.3 of the MTSA wherein the punctual and complete performance of all obligations of DEI under the Customer Contract are guaranteed by DESH in favour of the Customer (**"Primary Guarantee"**), value of which is equal to the value of SOF i.e. INR 980.46 crores; and (g) the approval of the Board of Directors of the Company, the consent of the Members of the Company be and is hereby accorded to:

- (i) execute Irrevocable Inter-se Undertaking for BOM130 (**"Inter Se Undertaking"**) with DESH and agrees to reimburse DESH for any payments made and / or expenses incurred by DESH under the Primary Guarantee subject to receipt of applicable approvals from RBI and project finance lender(s) of DEI under the relevant debt documents; and
- (ii) pay to DESH, a one-time fee of INR 98,046,095/- (INR Nine Crore Eighty Lakh Forty Six Thousand and Ninety Five only), which is equal to 1.0% (one percent) of the total contract value of the Customer Contract i.e. INR 980.46 crore in consideration of DESH providing the Primary Guarantee to the Customer under the Customer Contract and subject to receipt of the applicable approvals from Reserve Bank of India (**"RBI"**)."

"RESOLVED FURTHER THAT (a) DESH shall solely from its own resources and without seeking any reimbursement from DE India, fund up to INR 22.6 crores (**"First Loss Limit"**) towards settlement of amounts (other than Fees) that DESH is otherwise entitled to claim from DE India under the Inter Se Undertaking (b) DESH shall not seek reimbursement of First Loss Limit from DE India whether under proposed Inter Se Undertaking or otherwise and (c) any portion of payments made by DESH to the

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Customer and /or any expense incurred by DESH under the Primary Guarantee in excess of First Loss Limit shall be reimbursed solely by DEI in accordance with terms of proposed Inter Se Undertaking.

RESOLVED FURTHER THAT execution of the Inter Se Undertaking between the Company and DESH is in the ordinary course of business and on arm's length basis which is more particularly described in Explanatory Statement forming part of Notice.

RESOLVED FURTHER THAT any of the Digital Edge nominated director on the Board of the Company (the "Authorized Signatories") be and are hereby severally and individually authorized to do and perform all such acts, deeds, matters and things as may be necessary and expedient, including but not limited to (a) finalizing the Inter Se Undertaking, executing the Inter Se Undertaking and execute such necessary document(s), papers, deeds and writings for and on behalf of the Company; (b) file applications, make representations in respect thereof and seek necessary approval(s) from the relevant authorities in this regard; (c) deal with any matters, take necessary steps as deem necessary, desirable or expedient, to give effect to this resolution and (d) to settle any question that may arise in this regard and incidental thereto, without being required to seek any further consent or approval of the members or otherwise to the end and intent that the members shall be deemed to have given their approval thereto expressly by the authority of this resolution.

RESOLVED FURTHER THAT any or all actions taken by the Authorized Signatories, in connection with any matter referred to or contemplated in the foregoing resolution, be and are hereby approved, ratified and confirmed in all respects."

RESOLVED FURTHER THAT a certified true copy of the above resolutions be delivered under the signature of any director or the company secretary of the Company to the concerned authorities or concerned third parties.

ITEM NO. 2:

To consider and if thought fit, to pass with or without modification(s), the following resolution as Special Resolution:

APPROVAL AND AUTHORISATION FOR SIGNING OF REFERRAL AGREEMENT BETWEEN DIGITAL EDGE DC (INDIA) PRIVATE LIMITED ("DEI") AND DIGITAL EDGE (SINGAPORE) PTE LTD ("DE SINGAPORE").

"RESOLVED THAT pursuant to (a) the applicable provisions of the Companies Act, 2013 (the "Act") read with applicable Rules made thereunder (including any statutory modifications) or re-enactment thereof, for the time being in force, as amended from time to time; (b) provisions of (i) the subscription and shareholders agreement dated February 25, 2022 executed amongst AGP DC Infra Two Private Limited ("AGP DC" now, the Company), DEA TopCo. II LLP, ("DEA TopCo."), IDCCO Pte. Ltd. and National Investment and Infrastructure Fund; and (ii) the deed of accession dated March 11, 2022 executed between DEA TopCo., DEI SG SPV II Pte. Ltd. and AGP DC (now, the Company) (collectively the "SSHA"), (c) Digital Edge (Singapore) Pte Ltd ("DE Singapore") actively promoting BOM1 project of DEI to variety of potential customers by leveraging its expertise, relationship and industry knowledge and having facilitated critical business opportunities for DEI following its acquisition of Navi Mumbai Campus in January 2023; and (d) the approval of the Board of Directors of the Company, the consent of the Members of the Company be and is hereby accorded to:

- (i) execute Referral Agreement with DE Singapore; and
- (ii) pay to DE Singapore one time referral fee which shall be within range of 4.0% to 4.5% of the total contract value of the BOM1 opportunity ("BOM1 Referral Fee")

"RESOLVED FURTHER THAT, in the event basis benchmarking study report the quantum of proposed Referral Fee is in excess of 4% of TCV, the Board of the Company be and is hereby authorised to determine such absolute Referral Fee."

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RESOLVED FURTHER THAT execution of the Referral Agreement between the Company and DE Singapore is in the ordinary course of business and on arm's length basis which is more particularly described in Explanatory Statement forming part of Notice.

RESOLVED FURTHER THAT any of the Digital Edge nominated director on the Board of the Company (the "Authorized Signatories") be and are hereby severally and individually authorized to do and perform all such acts, deeds, matters and things as may be necessary and expedient, including but not limited to (a) finalizing the Referral Agreement, executing the Referral Agreement and execute such necessary document(s), papers, deeds and writings for and on behalf of the Company; (b) file applications, make representations in respect thereof and seek necessary approval(s) from the relevant authorities in this regard; (c) deal with any matters, take necessary steps as deem necessary, desirable or expedient, to give effect to this resolution and (d) to settle any question that may arise in this regard and incidental thereto, without being required to seek any further consent or approval of the members or otherwise to the end and intent that the members shall be deemed to have given their approval thereto expressly by the authority of this resolution.

RESOLVED FURTHER THAT any or all actions taken by the Authorized Signatories, in connection with any matter referred to or contemplated in the foregoing resolution, be and are hereby approved, ratified and confirmed in all respects."

RESOLVED FURTHER THAT a certified true copy of the above resolutions be delivered under the signature of any director or the company secretary of the Company to the concerned authorities or concerned third parties.

For and on behalf of the Board
DIGITAL EDGE DC (INDIA) PRIVATE LIMITED



Manish Sansi
Company Secretary
Membership No.: ACS 10985
Date: 9th June 2025
Place: Mumbai
Registered office: Unit No. 614, Sixth Floor, Best Sky Towers, Plot No. F5, Netaji Subhash
Place, Pitampura, North-West Delhi- 110034, India.

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NOTES:

1. The Explanatory Statement pursuant to Section 102 of the Companies Act, 2013 ("the Act") setting out the material facts relating to the business stated under Item No. 1 and Item No. 2 is annexed hereto.
2. The Ministry of Corporate Affairs ("MCA") has vide its General Circular No. 11/2022 dated December 28, 2022 read with General Circular No. 14/2020 dated April 8, 2020 and General Circular No. 03/2022 dated May 5, 2022 read with General Circular No. 09/2024 dated 19th September 2024 (collectively referred to as "MCA Circulars"), permitted the holding of the EGM through Video Conferencing ("VC") / Other Audio Visual Means ("OAVM"), without the physical presence of the members at a common venue. The deemed venue for the EGM will be the Registered Office of the Company.
3. In compliance with the provisions of the Act read with aforesaid MCA Circulars, the EGM of the Company is being held through VC via Microsoft Teams.
4. The EGM of the Company is held on shorter notice in line with provisions of section 101 (1) of the Companies Act, 2013.
5. Pursuant to the provisions of the Act, a Member entitled to attend and vote at the EGM is entitled to appoint a proxy to attend and vote on his / her behalf and the proxy need not be a Member of the Company. Since this EGM is being held pursuant to the MCA Circulars through VC, physical attendance of Members has been dispensed with. Accordingly, pursuant to the MCA Circulars, the facility for appointment of proxies by the Members will not be available for the EGM and hence, the Proxy Form, Attendance Slip and route map of the EGM are not annexed to this Notice.
6. Corporate Members intending to appoint their authorised representatives to attend the EGM are required to send a certified copy (PDF Format) of its Board or Governing body Resolution/Authorization, etc., to the Company at the following email id tulsi.daryanani@digitaledge.com
7. The Notice is being sent to all the Members whose names appeared in the Register of Members as on 9th June 2025.
8. Members who have not yet registered their email addresses are requested to register the same by writing at the following email id tulsi.daryanani@digitaledge.com
9. The Members are requested to click on the link sent to their registered email id for participating in the EGM. The facility for joining the EGM through VC will open 15 minutes before the scheduled time of the commencement of the EGM and will be kept open till the expiry of 15 minutes after the scheduled time of EGM.
10. The Members attending the EGM through VC shall be counted for the purpose of reckoning the quorum under Section 103 of the Act.
11. The relevant documents referred to in this Notice will be available for inspection by the Members without any fee, at the Registered Office of the Company during normal business hours on any working day (except Saturday and Sunday) and also during the Meeting. The Members can send a request to the Company at tulsi.daryanani@digitaledge.com to inspect the same.
12. In case a Poll on any item is demanded by the Members at the EGM, the Members shall cast their votes only by sending e-mails through their registered e-mail addresses to the following designated e-mail id tulsi.daryanani@digitaledge.com



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EXPLANATORY STATEMENT PURSUANT TO PROVISIONS OF SECTION 102 OF THE COMPANIES ACT 2013

RESOLUTION AT ITEM NO. 1 AND ITEM NO. 2

Digital Edge (Singapore) Holdings Pte Ltd ("**DESH**") has entered into a Master Telecommunication Services Agreement dated 12th April 2022 ("**MTSA**") with a US based hyperscaler ("**Anchor Customer**") which *inter alia* lays down the agreed general terms, under which DESH or any of its Affiliates shall render services to the Anchor Customer or its Affiliates in any geography where such services are provided.

Digital Edge DC (India) Private Limited ("**DEI**"/ the "**Company**") has executed a Memorandum of Understanding and Exclusivity Agreement dated 14th October 2024 with Affiliate of Anchor Customer based in India ("**Customer**") to provide colocation services from BOM1 (BOM 130) data center which shall have a total IT load of 18,320 kW ("**Services**").

Pursuant to authority granted by the Board vide circular resolution dated 4th May 2025, DEI has agreed to render Services to the Customer and had executed Order for Colocation Services (BOM 130) with the Customer ("**SOF**") read with (by reference) the MTSA (the "**MTSA**" and collectively with the SOF the "**Customer Contract**").

Under the Customer Contract, DEI has the primary responsibility of delivering the Services to the Customer. Further, in accordance with the terms of Clause 2.3 of the MTSA, the punctual and complete performance of all obligations of DEI under the Customer Contract are guaranteed by DESH in favour of the Customer ("**Primary Guarantee**"), value of which is equal to the value of SOF i.e. INR 980.46 crores.

In consideration of DESH issuing the Primary Guarantee, it is proposed that DEI issues an Irrevocable Inter-se Undertaking for BOM130 ("**Inter Se Undertaking**") to DESH and agrees to reimburse DESH for any payments made and / or expenses incurred by DESH under the Primary Guarantee subject to receipt of applicable approvals from RBI and project finance lender(s) of DEI under the relevant debt documents. Further, in consideration of DESH providing the Primary Guarantee to the Customer under the Customer Contract and subject to receipt of the approval from Reserve Bank of India ("**RBI**"), DEI proposes to pay to DESH, a one-time fee of INR 98,046,095/- (INR Nine Crore Eighty Lakh Forty Six Thousand and Ninety Five only) ("**Fee**"), which is equal to 1.0% (one percent) of the total contract value of the Customer Contract i.e. INR 980.46 crores. Fee is to be settled in USD based on the prevailing exchange rate.

DESH shall, solely from its own resources and without seeking any reimbursement from DE India, fund up to INR 22.60 crores ("**First Loss Limit**") towards settlement of amounts (other than Fees) that DESH is otherwise entitled to claim from DE India under the proposed Inter Se Undertaking. DESH shall not seek reimbursement of First Loss Limit from DE India whether under proposed Inter Se Undertaking or otherwise. Any portion of payments made by DESH to the Customer and /or any expense incurred by DESH under the Primary Guarantee in excess of First Loss Limit shall be reimbursed solely by DEI in accordance with terms of proposed Inter Se Undertaking.

DEI is a recently established provider of colocation and associated interconnect services which shall provide to customers with, among other things, physical space and cabinets with power, or a private cage with power, in a secure environment to deploy customers' computing, network, storage and IT infrastructure in India ("**Business**"). Further to its Business, DEI is in the process of constructing and developing a greenfield data center campus in Navi Mumbai, India, with building 1 having an aggregate IT load capacity of 18MW ("**BOM1**").

DEI is relatively recent entrant in India, which already has several large well established data center players. The Navi Mumbai campus project is DEI's first and marquee project, involving significantly

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large capital investments and resultantly in need of specialized expertise to acquire customer(s) for its Navi Mumbai campus.

Digital Edge (Singapore) Pte Ltd ("**DE Singapore**") has been actively promoting BOM1 to variety of potential customers, by leveraging its expertise, relationship and industry knowledge, and has facilitated critical business opportunities for DEI following its acquisition of the Navi Mumbai campus in January 2023.

In consideration of DE Singapore procuring the customer for BOM1, DEI proposes to execute Referral Agreement with DE Singapore and pay one time referral fee which shall be within the range of 4.0% to 4.5% of the total contract value of the BOM1 opportunity ("**BOM1 Referral Fee**")

The Members are also requested to take note of the following with respect to execution of Inter Se Undertaking and Referral Agreement:

- (i) DEI is a joint venture company of DEA SG SPVII Pte Limited (**DEI SG**), National Investment and Infrastructure Fund and IDCCO Pte Limited (collectively referred as the "**Initial Shareholders**");
- (ii) Rights and obligations of Initial Shareholders are governed by Subscription and Shareholders Agreement dated 25th February 2022 (the "**SSHA**");
- (iii) DESH is a Related Party of the Company and accordingly the proposal of executing the Inter Se undertaking between DEI and DESH is a Related Party Transaction within the provisions of Clause 10.15 of SSHA and Section 188 of the Companies Act, 2013;
- (iv) DE Singapore is a Related Party of the Company and accordingly the proposal of executing Referral Agreement between DEI and DE Singapore is a Related Party Transaction within the provisions of Clause 10.15 of SSHA and Section 188 of the Companies Act, 2013;
- (v) The proposal of executing the Inter Se Undertaking and Referral Agreement, being in ordinary course of business and on arm's length basis, are exempt from the provisions of Section 188 (1) of the Companies Act.
- (vi) DEI has engaged M/s. B S R & Associates LLP (an affiliate firm of KPMG, India) to ascertain and advise DEI if this transaction is at arms' length with DESH and DE Singapore and consequently M/s. B S R & Associates LLP (an affiliate firm of KPMG, India) has vide email dated 7th April 2025 confirmed to DEI that the transaction contemplated in the Inter Se Undertaking and Referral Agreement is at arms' length with DESH and DE Singapore respectively which shall be supported by an independent benchmarking study being undertaken by M/s B S R & Associates LLP (an affiliate firm of KPMG, India);
- (vii) Clause 10.15 read with Appendix 2 of SSHA states that any Related Party Transaction shall be subject to approval of unconflicted directors of the Company; and
- (viii) Clause 13.10 (Reserved Matters) of SSHA states that none of the actions specified under Reserved Matters (including Related Party Transactions) shall be taken by the Company without written approval of Initial Shareholders that hold more than 75% of the total voting rights of all Initial Shareholders that are entitled to vote on the resolution concerned, on a fully diluted basis.

The Board is also requested to take note that execution of the Inter Se Undertaking and Referral Agreement requires approval of members of the Company as per aforesaid Clause 13.10 of SSHA.

The information, with respect to execution of (i) Inter Se Undertaking between DESH and DEI and (ii) Referral Agreement between DEI and DE Singapore, is provided as below:

Sr. No	Description	Inter Se Undertaking between DESH and DEI	Referral Agreement between DE Singapore and DEI
1.	Name of Related Party and nature of relationship	Name: Digital Edge (Singapore) Holdings Pte Ltd (" DESH ")	Name: Digital Edge (Singapore) Pte Ltd (" DE Singapore ")

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		Nature of relationship: As per SSHA, any Affiliate of the Company is to be considered as Related Party of the Company. Accordingly, DESH being Affiliate within the provisions of SSHA is considered as Related Party of the Company.	Nature of relationship: As per SSHA, any Affiliate of the Company is to be considered as Related Party of the Company. Accordingly, DE Singapore being Affiliate within the provisions of SSHA is considered as Related Party of the Company.
2.	Name of Directors or key managerial personnel who is related, if any	None.	None.
3.	Nature, duration particulars of the Inter Se Undertaking/ Referral Agreement	DESH will extend Primary Guarantee to the Customer. In consideration of above, it is proposed that DEI will pay one time guarantee fees as per the terms of the Inter Se Undertaking.	In consideration of DE Singapore's efforts to procure customer for BOM1, DEI shall pay BOM1 Referral Fee.
4.	Material terms including the value, if any,	1. Primary Guarantee value will be 1x of the value of Customer Contract which is INR 980.46 Crores. 2. Fee is 1% of the value of Customer Contract i.e. INR 98,046,095/- (INR Nine Crore Eighty Lakh Forty Six Thousand and Ninety Five only); 3. DESH shall provide and maintain the Primary Guarantee in favour of the Customer in accordance with the terms agreed upon in the Customer Contract.	Value equal to BOM1 Referral Fee.
5.	Any advance paid/ received under the Inter Se Undertaking / Referral Agreement.	None	None.
6.	The manner of determining the pricing and other commercial terms, both included as part of Inter Se Undertaking/ Referral Agreement or not considered as part of Inter Se Undertaking / Referral Agreement	Independent benchmarking study undertaken by M/s B B S R & Associates LLP (an affiliate firm of KPMG, India)	Independent benchmarking study undertaken by M/s B B S R & Associates LLP (an affiliate firm of KPMG, India)
7.	Whether all factors relevant to the Inter Se Undertaking/	Yes.	Yes.



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	Referral have been considered, if not, the details of factors not considered with the rationale for not considering those factors		
8.	Any other information relevant or important for the Shareholders to take a decision on the proposed transaction	None.	None.

Clause 10.15 of SSHA states any Related Party Transaction may only be undertaken with the approval of Shareholders other than Affected Shareholder. Accordingly, DEI SG SPVII PTE LTD (being Affected Shareholder) is not entitled to vote on the Item 1 and Item 2 of Notice.

The Board vide circular resolution dated 5th June 2025 have approved the aforesaid proposals with requisite majority. The resolution proposed in Item No. 1 and Item No. 2 are recommended for consideration of and approval by the Members of the Company.

Mr. John Freeman and Mr. Jonathan Walbridge are the common directors on the Board of the Company and DE Singapore. Further Mr. John Freeman, Mr. Jonathan Walbridge and Mr. Yaniv Ghitis are the elected representatives of DEI SG SPVII Pte Ltd on the Board of the Company. Therefore, all three of them are deemed to be interested in the aforesaid proposals and accordingly their respective vote on aforesaid circular resolution was not considered for ascertaining applicable requisite majority in line with the provisions of Appendix 2 of SSHA. None of the other directors of the Company are concerned or interested, either directly or indirectly, in the business proposal to be transacted contained as aforesaid. The nature of concern or interest, financial or otherwise, if any, in respect of items of proposed business to be transacted is as follows:

- Directors of the Company : As mentioned above.
- Key Managerial Personnel of the Company : None
- Relatives of Directors and Key Managerial Personnel of the Company : None

As required by Section 102(3) of the Companies Act, 2013, the documents with regard to this resolution shall be available for inspection of members during business hours at the registered and corporate office of the Company.

For and on behalf of the Board
For DIGITAL EDGE DC (INDIA) PRIVATE LIMITED


Manish Sansi
Company Secretary
Membership No.: ACS 10985
Date: 9th June 2025
Place: Mumbai



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