

NOTICE

NOTICE IS HEREBY GIVEN THAT 06/2025-26 EXTRA-ORDINARY GENERAL MEETING (EGM) OF THE MEMBERS OF DIGITAL EDGE DC (INDIA) PRIVATE LIMITED (“COMPANY”) WILL BE HELD, AT A SHORTER NOTICE, ON FRIDAY, 16TH JANUARY 2026 AT 11.30 A.M. (IST) THROUGH VIDEO CONFERENCING (VC) VIA MICROSOFT TEAMS TO TRANSACT THE FOLLOWING BUSINESS:

SPECIAL BUSINESS:

ITEM NO. 1

TO CONSIDER AND APPROVE AVAILING (I) A RUPEE TERM LOAN FACILITY FOR AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING INR 2494,40,00,000 (RUPEES TWO THOUSAND FOUR HUNDRED NINETY FOUR CRORES AND FORTY LAKHS) (THE “RUPEE LOAN FACILITY”); (II) A LETTER OF CREDIT FACILITY AGGREGATING TO AN AMOUNT NOT EXCEEDING INR 450,00,00,000 (RUPEES FOUR HUNDRED FIFTY CRORES), AS A SUB-LIMIT OF THE RUPEE LOAN FACILITY; (III) A SHORT-TERM LOAN FACILITY FOR AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING INR 1229,31,00,000 (RUPEES ONE THOUSAND TWO HUNDRED TWENTY NINE CRORES AND THIRTY ONE LAKHS) (THE “STL FACILITY”) (IV) A LETTER OF CREDIT FACILITY AGGREGATING TO AN AMOUNT NOT EXCEEDING INR 450,00,00,000 (RUPEES FOUR HUNDRED FIFTY CRORES), AS A SUB-LIMIT OF THE STL FACILITY; (V) A BANK GUARANTEE FACILITY AGGREGATING TO AN AMOUNT NOT EXCEEDING INR 50,00,00,000 (RUPEES FIFTY CRORES); AND (VI) THE CREDIT EXPOSURE LIMIT AGGREGATING TO ANY AMOUNT NOT EXCEEDING INR 48,18,00,000 (RUPEES FORTY EIGHT CRORE EIGHTEEN LAKHS) (COLLECTIVELY, THE “FACILITIES”) FROM STATE BANK OF INDIA.

AND IN THIS REGARDS, TO CONSIDER AND IF THOUGHT FIT, TO PASS, WITH OR WITHOUT MODIFICATION(S), THE FOLLOWING RESOLUTION AS A SPECIAL RESOLUTION:

“RESOLVED:

1. THAT pursuant to Section 179 and all other applicable provisions of the Companies Act, 2013, as amended (the “Act”) and the relevant rules made thereunder including any statutory modification(s), amendment(s) or re-enactment thereof and for the time being in force, and any circulars, notifications, clarifications, rules passed thereunder from time to time and pursuant to the provisions of Clause 13.10 (Reserved Matters) of 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. (“IDCCO”) and National Investment and Infrastructure Fund (“NIIF”), as amended on September 16, 2024 (the “SSHA”) read with the deed of accession dated March 11, 2022 executed between DEA TopCo., DEI SG SPVII Pte. Ltd. (“DEI SG”) and AGP DC (now, the Company), the members of the Company hereby approve borrowing of: (i) a Rupee term loan facility for an aggregate principal amount not exceeding INR 2494,40,00,000 (Rupees Two Thousand Four Hundred Ninety Four Crores and Forty Lakhs) (the “Rupee Loan Facility”); (ii) a letter of credit

facility aggregating to an amount not exceeding INR 450,00,00,000 (Rupees Four Hundred Fifty Crores), as a sub-limit of the Rupee Loan Facility; (iii) a short-term loan facility for an aggregate principal amount not exceeding INR 1229,31,00,000 (Rupees One Thousand Two Hundred Twenty Nine Crores and Thirty One Lakhs) (the “STL Facility”) (iv) a letter of credit facility aggregating to an amount not exceeding INR 450,00,00,000 (Rupees Four Hundred Fifty Crores), as a sub-limit of the STL Facility; (v) a bank guarantee facility aggregating to an amount not exceeding INR 50,00,00,000 (Rupees Fifty Crores); and (vi) the credit exposure limit aggregating to any amount not exceeding INR 48,18,00,000 (Rupees Forty Eight Crore Eighteen Lakhs) (collectively, the “**Facilities**”) for the purpose of, *inter alia*, construction, development and operation of a greenfield Data Centre facility in Navi Mumbai, Maharashtra with IT load capacity of a 48.48 MW (“**BOM2 Data Centre**”) and 220kV gas insulated substation (the “**GIS**”) and together with the BOM2 Data Centre, referred to as the “**Project**”) as per the terms set out in the sanction letter bearing reference number PFSBU/Team-11/2025-26/DEDC/1442 dated January 6, 2026 as may be amended, modified, supplemented or finalised (“**Term Sheet**”) and the common Rupee facility agreement (“**Common Facility Agreement**”, as may be amended or modified from time to time) to be entered into between, *inter alios*, the Company and the State Bank of India (hereinafter referred to as the “**Lender**”, which expression shall include any other lender(s) that may participate in sharing of the Facilities along with the Lender at any future date, any successors, assigns and transferees thereof) and other debt documents as may be entered into between, *inter alios*, the Company and/or the Lender (itself or acting through the security trustee) in relation to the Facilities (together with the Term Sheet and the Common Facility Agreement, referred to as the “**Debt Documents**”, which term shall include any amendments, modifications and / or supplements thereto).

2. **THAT** any directors of the Company, Mr. Manish Sansi - Secretary of the Company and Mr. Riki Kariya – Head of Finance (collectively referred to as the “**Authorised Signatories**”), be and are hereby severally and individually authorised to agree such changes and modifications in the terms and conditions of the Facilities as may be suggested by the Lender from time to time, the details whereof were presented to the Members at the meeting which are reproduced hereunder:

Name of Lender	State Bank of India
Facilities	(i) a Rupee term loan facility for an aggregate principal amount not exceeding INR 2494,40,00,000 (Rupees Two Thousand Four Hundred Ninety Four Crores and Forty Lakhs) (the “ Rupee Loan Facility ”); (ii) a letter of credit facility aggregating to an amount not exceeding INR 450,00,00,000 (Rupees Four Hundred Fifty Crores), as a sub-limit of the Rupee Loan Facility; (iii) a short-term loan facility for an aggregate principal amount not exceeding INR 1229,31,00,000 (Rupees One Thousand Two Hundred Twenty Nine Crores and Thirty One Lakhs) (the “ STL Facility ”); (iv) a letter of credit facility aggregating to an amount not exceeding INR 450,00,00,000 (Rupees Four Hundred Fifty Crores), as a sub-limit of the STL Facility;

	(v) a bank guarantee facility aggregating to any amount not exceeding INR 50,00,00,000 (Rupees Fifty Crores); and (vi) the credit exposure limit aggregating to any amount not exceeding INR 48,18,00,000 (Rupees Forty Eight Crore Eighteen Lakhs)
Term Sheet Reference	PFSBU/Team-11/2025-26/DEDC/1442 dated January 6, 2026

A copy of the Term Sheet of the Lender for the purpose of identification were then presented to the Members at the meeting.

3. **THAT** the Company hereby agrees to the appointment of SBICAP Trustee Company Limited as the security trustee acting in trust and for the benefit of the Lender (“**Security Trustee**”, which expression shall include its substitute and replacements) in order to hold the security and act as the security agent for the Lender for the Facilities to be advanced by the Lender to the Company.
4. **THAT** the Company shall create security for securing the secured obligations in relation to the Facilities sanctioned to the Company by the Lender and that the security may be created in favour of the Security Trustee acting in trust and for the benefit of the Lender in accordance with the Term Sheet, including *inter alia* the following:
 - (a) First ranking *pari passu* charge by way of a registered mortgage over the entire land, parking area, and road admeasuring 6 meters, along with everything standing/ constructed on this piece of land, having an aggregate area of 13,675.11 square metres, situated at Village Dighe bearing survey numbers 71B (pt.), 75A (pt.) and 260A (pt.) (“**Mortgaged Land 1**”) (including all immovable properties thereon);
 - (b) First ranking *pari passu* charge by way of registered mortgage over entire land of the Company having an aggregate area of 9173.23 square meters, situated at 71B (pt.), 74 (pt), 76 (pt.), 272 (pt) and 82C (pt.) on which the sub-station plot, grey water tank, sewage treatment plant and waste disposal, gate house and 6 meters wide road for the substation and other infrastructure (“**BOM2 Common Infrastructure**”) is to be developed by the Company which shall be funded from the proceeds of the Facilities (“**Mortgaged Land 2**”) (including all immovable properties thereon);
 - (c) a first ranking *pari passu* charge amongst the Rupee Lenders by way of hypothecation over:
 - (i) all moveable assets (including movable fixed assets) and current assets of the Borrower pertaining to the Project and the BOM2 Common Infrastructure, including all receivables, cashflows and bank accounts of the Borrower in respect of the Project and the BOM2 Common Infrastructure (including the trust and retention account that is to be opened and established with the State Bank of India (“**Trust & Retention Account**”));
 - (ii) all rights of the Borrower under the identified project documents (other than any power supply agreement executed by the Borrower with any supplier) and the Anchor Customer Contract (as defined under the Common Facility Agreement) (other than any master service agreements entered into between the Borrower and the Indian Affiliate of a hyperscaler that has entered and / or will enter into the Anchor Customer Contract);

(Provided however, the security interest to be created over the rights of the Borrower under the Anchor Customer Contract shall be effective only upon receipt of required consent from the Anchor Customer as per the provisions of the Anchor Customer Contract, which consent may be set out in the subordination, non-disturbance agreement to be entered into between, *inter alia* the Lender and the Anchor Customer);

- (iii) all the insurance contracts in relation to the Project and the BOM2 Common Infrastructure and the insurance proceeds thereunder; and
 - (iv) the debt service reserve account maintained/to be maintained for servicing of the Facilities;
 - (d) Non-Disposable Undertaking (NDU) for 51% equity shares of the Company held by NIIF, DEI SG and IDDCO, at all times, until the earlier of the date on which the Facilities are discharged in full to the satisfaction of the Lender and September 30, 2035; and
 - (e) In the event the Borrower enters into any power supply agreement in relation to the Project, which is assignable in nature, the Borrower shall assign the same in favour of the Lender, *provided that* such assignment shall be subject to receipt of applicable consents, if any.
5. **THAT** the Company hereby agrees to appoint the State Bank of India as the account bank for the Project (“**Account Bank**”) and shall open and establish the Trust and Retention Account with the Account Bank and all the funds in the Trust and Retention Account shall be applied and utilised in accordance with the trust and retention account agreement to be entered *inter alia* into between the Account Bank and the Company, moreover, the Authorised Signatories be and are hereby authorised severally to operate and maintain the accounts with the Account Bank and that the board of directors of the Company (“**Board**”) be and is hereby authorised to add, delete, remove or amend the list of Authorised Signatories to operate and maintain the accounts with the Account Bank without being required to seek any further consent or approval of the Members.
6. **THAT** the Authorised Signatories be and are hereby severally authorised to finalise, negotiate, settle, modify, sign, approve, execute, amend, deliver and accept drafts of the Common Facility Agreement, undertaking(s), guarantee(s), declaration(s), indemnity(ies), letter of authority, deeds of hypothecation, power(s) of attorney to deeds of hypothecation, indenture of mortgage/ deed of mortgage, directors’ declaration, memoranda of entry, trust and retention account agreement, security trustee agreement and such other Debt Documents including any amendment or modification as may be required to be executed by the Company in favor of the Lender or in favor of their agent / trustee (including the Security Trustee) appointed in connection with the Facilities and that they be further authorised severally to accept on behalf of the Company such modifications therein as may be required by the Lender or their agent / trustee.
7. **THAT**, subject to the applicable laws, the Authorised Signatories of the Company be and are hereby severally authorised to delegate to any other officers or employees of the Company, their power to execute and deliver or cause to be executed or delivered the Debt Documents and any other documents in connection therewith as may be deemed necessary or prudent by the aforesaid Authorised Signatories, including by execution of powers of attorney as may be required for this purpose.

8. **THAT** the Authorised Signatories be and are hereby authorised severally to procure from DEI SG, NIIF, and IDCCO or such other entity as the Lender may require, necessary undertakings in favour of the Lender or in favor of its agents / trustee (including the Security Trustee) in terms of the Debt Documents, and also to approve, finalise, execute and deliver or cause to be executed and delivered on behalf of the Company, disbursement requests, receipts, notices, undertakings, mandates, agreements, assignments, powers of attorney, promissory notes and all other deeds, instruments, and writings in favour of the Lender in connection with the Facilities.
9. **THAT** the Authorised Signatories be and are hereby severally authorised to file the particulars of the charge(s) in connection with hypothecation, mortgage and charges on other assets of the Company in the prescribed e-form with the relevant Registrar of Companies under the Act.
10. **THAT** the Authorised Signatories be and are hereby severally authorised to do such acts, deeds and things including all statutory, regulatory and other formalities (including payment of stamp duty and making the applicable filings with the relevant Registrar of Companies, the relevant sub-registrar of assurances and any other relevant authority/ agency under the Insolvency and Bankruptcy Code, 2016), as may be required from time to time for the Debt Documents and such other documents as may be required to admit the execution of such documents and to do all such acts, including signing declarations, letters etc. as may be required in connection therewith.
11. **THAT** the Company be and hereby accepts that the Debt Documents and such other documents entered into by the Authorised Signatories for and on behalf of the Company, shall be final and binding on the Company.
12. **THAT** the Authorised Signatories be and are hereby severally authorized to affix the Common Seal of the Company, if required, to the duly stamped Debt Documents and such other certificates and documents as may be required to be executed under the Common Seal of the Company, in accordance with the articles of association of the Company.
13. **THAT** the Board be and is hereby authorized to do and perform all such acts, deeds, matters and things as may be necessary and expedient, including execution of necessary documents, file applications and make representations in respect thereof and seek approval from relevant authorities, including governmental authorities in this regard and deal with any matters, take necessary steps as the Board may, in its absolute discretion deem necessary, desirable or expedient, to give effect to this resolution and 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 Members shall be deemed to have given their approval thereto expressly to the authority of this resolution.
14. **THAT** all actions taken by the Board, in connection with any matter referred to or contemplated in the foregoing resolution, be and are hereby approved, ratified and confirmed in all respects.

15. THAT the copies of the foregoing resolutions, certified to be true by any Director or Authorised Signatory of the Company, be furnished to the Lender and the Security Trustee.”

ITEM NO 2

ENABLING APPROVAL OF OPTION FOR CONVERSION OF SECURED OBLIGATIONS INTO SHARES OF THE COMPANY.

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

RESOLVED:

1. THAT, pursuant to the provisions of Sections 62(3) and other applicable provisions, if any, of the Companies Act, 2013 along with the rules framed thereunder (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force), and in accordance with the memorandum of association and articles of association of the Company and applicable regulations, consent of the Members of the Company be and is hereby accorded to the board of directors of the Company (“**Board**”) to avail borrowing of: (i) a Rupee term loan facility for an aggregate principal amount not exceeding INR 2494,40,00,000 (Rupees Two Thousand Four Hundred Ninety Four Crores and Forty Lakhs) (the “**Rupee Loan Facility**”); (ii) a letter of credit facility aggregating to an amount not exceeding INR 450,00,00,000 (Rupees Four Hundred Fifty Crores), as a sub-limit of the Rupee Loan Facility; (iii) a short-term loan facility for an aggregate principal amount not exceeding INR 1229,31,00,000 (Rupees One Thousand Two Hundred Twenty Nine Crores and Thirty One Lakhs) (the “**STL Facility**”) (iv) a letter of credit facility aggregating to an amount not exceeding INR 450,00,00,000 (Rupees Four Hundred Fifty Crores), as a sub-limit of the STL Facility; (v) a bank guarantee facility aggregating to an amount not exceeding INR 50,00,00,000 (Rupees Fifty Crores); and (vi) the credit exposure limit aggregating to any amount not exceeding INR 48,18,00,000 (Rupees Forty Eight Crore Eighteen Lakhs) (collectively, the “**Facilities**”) for the purpose of, *inter alia*, construction, development and operation of a greenfield Data Centre facility in Navi Mumbai, Maharashtra with IT load capacity of a 48.48 MW (“**BOM2 Data Centre**”) and 220kV gas insulated substation (the “**GIS**”) and together with the BOM2 Data Centre, referred to as the “**Project**”) as per the terms set out in the sanction letter bearing reference number PFSBU/Team-11/2025-26/DEDC/1442 dated January 6, 2026 as may be amended, modified, supplemented or finalised (“**Term Sheet**”) and the common Rupee facility agreement (“**Common Facility Agreement**”, as may be amended or modified from time to time) to be entered into between, inter alios, the Company and the State Bank of India (hereinafter referred to as the “**Lender**”, which expression shall include any other lender(s) that may participate in sharing of the Facilities along with the Lender at any future date, any successors, assigns and transferees thereof) and other debt documents as may be entered into between, inter alios, the Company and/or the Lender (itself or acting through the security trustee) in relation to the Facilities (together with the Term Sheet and the Common Facility Agreement, referred to as the “**Debt Documents**”, which term shall include any amendments, modifications and / or supplements thereto) and to increase the subscribed capital of the Company (if required), create, issue, offer and allot its equity shares (the “**Shares**”) to the Lender or their respective appointee/ nominee/ agent, upon exercise of their right of conversion in respect of the whole or part of the outstanding portion of the Facility into the Shares of the Company, upon occurrence and continuance of an event of default (as per the Debt Documents), in terms of:

- (i) the provisions of the Term Sheet, which is also approved hereof;
 - (ii) the Reserve Bank of India (Prudential Framework for Resolution of Stressed Assets) Directions, 2019 dated June 7, 2019 (as amended or replaced from time to time) issued by the Reserve Bank of India;
 - (iii) the provisions, if any, under the proceedings in pursuance to the Insolvency and Bankruptcy Code 2016 (read with all the rules and regulations thereunder) and any insolvency resolution process thereunder; or
 - (iv) any other applicable law(s).
2. **THAT** the Company hereby authorises the Board of the Company to either directly or through a person authorised thereof:
- (i) settle all questions, difficulties or doubts that may arise in regard to the increase in capital, issue, offer or allotment of the Shares of the Company in pursuance to the option of outstanding debt into Shares, and the utilisation of the issue proceeds as per the terms with the Lender;
 - (ii) give such directions and/or instructions as it may from time to time decide and to accept and give effect to such modifications, changes, variations, alterations, deletions, additions as regards the terms and conditions, to vary the size of the issue, appoint banks and other intermediaries or agencies concerned or as the Board may *suo moto* decide in its absolute discretion in the best interests of the Company 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; and
 - (iii) do all such acts, things and deeds, including but not limited to making filings, as may be required or considered necessary to give effect to this resolution.
3. **THAT**, subject to the applicable laws, the Company hereby authorises the Board of the Company to delegate all or any of the powers herein conferred, to any one or more of the directors of the Company, with power to delegate to any officers of the Company to take all necessary action that may be required to give effect to the resolutions contained herein.
4. **THAT** a certified true copy of all the above resolutions be delivered under the signature of any director or secretary of the Company, to the concerned authorities, Lender and Security Trustees for its records.

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

Sd/-
Manish Sansi
Company Secretary
Membership No.: ACS 10985

**Date: 16th January 2026
Place: Mumbai**

Registered office: Unit No. 614, Sixth Floor, Best Sky Towers, Plot No. F5, Netaji Subhash Place, Pitampura, Anandvas Shakurpur, North West Delhi, Delhi, India, 110034

**Registered Office address: Unit No. 614, Sixth Floor,
Best Sky Towers, Plot No. F5, Netaji Subhash Place,
Pitampura, North-West Delhi- 110034, India**

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. 20/2020 dated May 5, 2020 read with General Circular No. 02/2022 dated May 5, 2022, General Circular No.10/2022 dated December 28, 2022, General Circular No. 09/2023 dated 25th September 2023, General Circular No. 09/2024 dated 19th September 2024 and General Circular No. September 22, 2025 (collectively referred to as MCA Circulars), permitted the holding of the EGM through VC / 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 authorized 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 16th January 2026.
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

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

Resolution at Item No. 1 and Item No. 2:

The Company had approached the State Bank of India (hereinafter referred to as the “**Lender**”, which expression shall include any successors, assigns and transferees thereof) for availing (i) a Rupee term loan facility for an aggregate principal amount not exceeding INR 2494,40,00,000 (Rupees Two Thousand Four Hundred Ninety Four Crores and Forty Lakhs) (the “**Rupee Loan Facility**”); (ii) a letter of credit facility aggregating to an amount not exceeding INR 450,00,00,000 (Rupees Four Hundred Fifty Crores), as a sub-limit of the Rupee Loan Facility; (iii) a short-term loan facility for an aggregate principal amount not exceeding INR 1229,31,00,000 (Rupees One Thousand Two Hundred Twenty Nine Crores and Thirty One Lakhs) (the “**STL Facility**”) (iv) a letter of credit facility aggregating to an amount not exceeding INR 450,00,00,000 (Rupees Four Hundred Fifty Crores), as a sub-limit of the STL Facility; (v) a bank guarantee facility aggregating to an amount not exceeding INR 50,00,00,000 (Rupees Fifty Crores); and (vi) the credit exposure limit aggregating to any amount not exceeding INR 48,18,00,000 (Rupees Forty Eight Crore Eighteen Lakhs) (collectively, the “**Facilities**”) for the purpose of, *inter alia*, construction, development and operation of a greenfield Data Centre facility in Navi Mumbai, Maharashtra with IT load capacity of a 48.48 MW (“**BOM2 Data Centre**”) and 220kV gas insulated substation (the “**GIS**” and together with the BOM2 Data Centre, referred to as the “**Project**”) as per the terms set out in the sanction letter bearing reference number PFSBU/Team-11/2025-26/DEDC/1442 dated January 6, 2026 as may be amended, modified, supplemented or finalised (“**Term Sheet**”).

The Company is negotiating common Rupee facility agreement to be entered into between, inter alios, the Company and the Lender (the “**Common Facility Agreement**”) and other debt documents as may be entered inter alios between the Company and the Lender in relation to the Facilities (Term Sheet, Common Facility Agreement and other debt documents collectively hereinafter referred to as the “**Debt Documents**”), which term shall include any amendments, modifications and/or supplements thereto)

Clause 13.10 (*Reserved Matters*) of 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, as amended on September 16, 2024 (the “**SSHA**”) read with the deed of accession dated March 11, 2022 executed between DEA TopCo., DEI SG SPVII Pte. Ltd. and AGP DC (now, the Company) provides that none of the actions specified under Clause 13.10 (Reserved Matters) of the SSHA shall be taken or agreed to be taken by the Company without prior written approval of initial shareholders (“**Members**”) that in aggregate hold more than 75% of total voting rights of Members that are entitled to vote on resolution concerned, on a fully diluted basis. Reserved matters outlined in Clause 13.10 (Reserved Matters) of the SSHA, *inter alia* provides the following items:

- (a) creation, acquisition, incurrence, redemption, refinancing, or repayment of any borrowings or other indebtedness by the Company;
- (b) creation of security interest over any interest or investment in a business or assets; and
- (c) any issuance of new shares or granting of any rights or option to call for the issue of them, including by conversion.



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@digitaledge.com
Website: digitaledge.com

The proposal of availing the Facilities from the Lender calls for requirement of prior approval of the Members of the Company under Clause 13.10 (*Reserved Matters*) of the SSHA in respect of all the reserved matters outlined above in (a) to (c).

The Debt Documents inter alia provides a right to convert the Secured Obligations, in part or in full, in one or more tranches, into Equity Shares calculated as per Applicable Law in case of occurrence and subsistence of an Event of Default. In order to enable the Lender to exercise aforesaid rights under Debt Documents, the Company is thus required to have enabling approval in place on option for conversion of secured obligations into shares of the company as proposed in Resolution under Item No. 2.

Accordingly, approval of Members of the Company is sought on resolutions proposed under Item No. 1, and Item No. 2 of this Notice.

None of the directors of the Company are concerned or interested, either directly or indirectly, in the proposal contained as aforesaid. The nature of concern or interest, financial or otherwise, if any, in respect of this item of proposed business to be transacted is as follows –

- (i) Directors of the Company: None
- (ii) Key Managerial Personnel of the Company : None
- (iii) 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 at the Registered Office of the Company during business hours.

For and on behalf of the Board

For DIGITAL EDGE DC (INDIA) PRIVATE LIMITED

Sd/-
Manish Sansi
Company Secretary
Membership No.: ACS 10985

Date: 16th January 2026
Place: Mumbai

Registered office: Unit No. 614, Sixth Floor, Best Sky Towers, Plot No. F5, Netaji Subhash Place, Pitampura, Anandvas Shakurpur, North West Delhi, Delhi, India, 110034.

Registered Office address: Unit No. 614, Sixth Floor,
Best Sky Towers, Plot No. F5, Netaji Subhash Place,
Pitampura, North-West Delhi- 110034, India