

NOTICE

NOTICE IS HEREBY GIVEN THAT THE 7TH ANNUAL GENERAL MEETING (AGM) OF THE MEMBERS OF DIGITAL EDGE DC (INDIA) PRIVATE LIMITED WILL BE HELD, AT A SHORTER NOTICE, ON TUESDAY, SEPTEMBER 29, 2026 AT 11.00 AM (IST) THROUGH VIDEO CONFERENCING (VC) VIA MICROSOFT TEAMS TO TRANSACT THE FOLLOWING BUSINESS:

ORDINARY BUSINESS:

ITEM NO. 1

TO RECEIVE, CONSIDER AND ADOPT THE AUDITED FINANCIAL STATEMENTS OF THE COMPANY FOR THE FINANCIAL YEAR ENDING 31ST MARCH 2026 TOGETHER WITH THE REPORTS OF THE AUDITOR AND BOARD OF DIRECTORS THEREON:

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

“RESOLVED THAT the Audited Financial Statements of the Company for the financial year ended 31st March 2026, the Auditor’s Report and the Board’s Report thereon be and are hereby received, considered, and adopted.”

SPECIAL BUSINESS:

ITEM NO. 2

TO CONSIDER AND APPROVE AVAILING OF (I) A RUPEE TERM LOAN FACILITY FOR AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING INR 2192,00,00,000 (RUPEES TWO THOUSAND ONE HUNDRED AND NINETY TWO CRORES) (THE “RUPEE LOAN FACILITY”); (II) A LETTER OF CREDIT FACILITY AGGREGATING TO AN AMOUNT NOT EXCEEDING INR 450,00,00,000 (RUPEES FOUR HUNDRED AND FIFTY CRORES), AS A SUB-LIMIT OF THE RUPEE LOAN FACILITY (“LC FACILITY 1”); (III) A NON-RECURRING COST CAPEX FACILITY FOR AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING INR 1307,00,00,000 (RUPEES ONE THOUSAND THREE HUNDRED AND SEVEN CRORES) (THE “NRC CAPEX FACILITY”); (IV) A LETTER OF CREDIT FACILITY AGGREGATING TO AN AMOUNT NOT EXCEEDING INR 250,00,00,000 (RUPEES TWO HUNDRED FIFTY CRORES), AS A SUB-LIMIT OF THE NRC CAPEX FACILITY (“LC FACILITY 2”); AND (V) A BANK GUARANTEE FACILITY AGGREGATING TO AN AMOUNT NOT EXCEEDING INR 50,00,00,000 (RUPEES FIFTY CRORES) (“BG FACILITY”) (COLLECTIVELY, THE “FACILITIES”) FROM AXIS BANK LIMITED, KOTAK MAHINDRA BANK LIMITED, SUMITOMO MITSUI BANKING CORPORATION AND DBS BANK INDIA LIMITED.

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

- I. 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. (now known as Digital Edge (India) Investments Pte. Ltd.) ("DEI SG") and AGP DC (now, the Company), the members of the Company hereby approves borrowing of: (i) a Rupee term loan facility for an aggregate principal amount not exceeding INR 2192,00,00,000 (Rupees Two Thousand One Hundred and Ninety Two Crores) (the "**Rupee Loan Facility**"); (ii) a letter of credit facility aggregating to an amount not exceeding INR 450,00,00,000 (Rupees Four Hundred and Fifty Crores), as a sub-limit of the Rupee Loan Facility ("**LC Facility 1**"); (iii) a non-recurring cost capex facility for an aggregate principal amount not exceeding INR 1307,00,00,000 (Rupees One Thousand Three Hundred and Seven Crores) (the "**NRC Capex Facility**") (the Rupee Loan Facility and the NRC Capex Facility shall together be referred to as the "**Term Loan Facility**"); (iv) a letter of credit facility aggregating to an amount not exceeding INR 250,00,00,000 (Rupees Two Hundred Fifty Crores), as a sub-limit of the NRC Capex Facility ("**LC Facility 2**"); and (v) a bank guarantee facility aggregating to an amount not exceeding INR 50,00,00,000 (Rupees Fifty Crores) ("**BG Facility**") (collectively referred to as 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 53.28 MW ("**BOM3 Data Centre**") and the related common infrastructure including upgradation of the 220kV gas insulated substation (the "**BOM3 Common Infrastructure**") and together with the BOM3 Data Centre, referred to as the "**Project**") as per the terms set out in the facility agreement ("**Facility Agreement**", as may be amended or modified from time to time) to be entered into between, *inter alios*, the Company and Axis Bank Limited, Kotak Mahindra Bank Limited, Sumitomo Mitsui Banking Corporation and DBS Bank India Limited (hereinafter collectively referred to as the "**Lenders**", which expression shall include any other lender(s) that may participate in sharing of the Facilities along with the Lenders at any future date, any successors, assigns and transferees thereof) and other finance documents as may be entered into between, *inter alios*, the Company and/or the Lenders (themselves or acting through the security trustee and/or the agent) in relation to the Facilities (together with the Facility Agreement, referred to as the "**Finance Documents**", which term shall include any amendments, modifications and/ or supplements thereto).

2. **THAT** any director of the Company, Mr. Sairam Prasad – Chief Executive Officer, Mr. Manish Sansi- Secretary of the Company, Mr. Riki Kariya – Head of Finance and Ms. Mrinal Kher- Associate Director-Debt Finance, India (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 Lenders from time to time, the details whereof were presented to the Members at the meeting which are reproduced hereunder:

Name of Lenders	Axis Bank Limited, Kotak Mahindra Bank Limited, Sumitomo Mitsui Banking Corporation and DBS Bank India Limited
Facilities	(i) a Rupee term loan facility for an aggregate principal amount not exceeding INR 2192,00,00,000 (Rupees Two Thousand One Hundred and Ninety Two Crores); (ii) a letter of credit facility aggregating to an amount not exceeding INR 450,00,00,000 (Rupees Four Hundred and Fifty Crores), as a sub-limit of the Rupee Loan Facility; (iii) a non-recurring cost capex facility for an aggregate principal amount not exceeding INR 1307,00,00,000 (Rupees One Thousand Three Hundred and Seven Crores); (iv) a letter of credit facility aggregating to an amount not exceeding INR 250,00,00,000 (Rupees Two Hundred Fifty Crores), as a sub-limit of the NRC Capex Facility; and (v) a bank guarantee facility aggregating to any amount not exceeding INR 50,00,00,000 (Rupees Fifty Crores)

3. **THAT** the Company hereby agrees to the appointment of Axis Trustee Services Limited as the security trustee acting in trust and for the benefit of the Lenders ("**Security Trustee**"), which expression shall include its substitute and replacements) in order to hold the security and act as the security agent for the Lenders for the Facilities to be advanced by the Lenders 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 Lenders and that the security may be created in favour of the Security Trustee acting in trust and for the benefit of the Lenders. as follows:
- (a) a first ranking *pari passu* charge amongst the Lenders providing the Rupee Loan Facility and the BG Facility, respectively, by way of a registered mortgage over the entire land admeasuring 10.546.67 square meters comprising of: (a) land admeasuring 9699.74 square meters in total which is divided into smaller lands bearing Survey Nos. (i) 71B (pt) admeasuring 8215.72 square meters, (ii) 76 (pt) admeasuring 136.60 square meters, (iii) 332(pt) admeasuring 800 square meters, and (iv) 75A (pt) admeasuring 547.42 square meters; (b) 6 meter wide road admeasuring 846.93 square meters in total which is divided into smaller lands bearing Survey No. 75A(pt) admeasuring 194.28 square meters; and (c) 6 meter wide road bearing Survey No. 71B(pt) admeasuring 652.65 square meters, situated in Village Dighe, Taluka Thane, District Thane (including all immovable properties of the Company thereon in relation to the Project ("**Mortgage Property**"));
- (b) a first ranking *pari passu* charge amongst the Lenders by way of hypothecation over:
- (i) all movable assets (including movable fixed assets) and current assets of the Borrower pertaining to the Project, including all receivables, cashflows and bank accounts of the Borrower in respect of the Project (including the trust and retention account that is to be opened and established with the DBS Bank India Limited ("**Trust & Retention Account**"));
- (ii) all rights of the Borrower under the relevant project documents (other than the power supply agreement to be executed between the Company and the relevant power supplier and the water memorandum of understanding to be executed between the Company and the Navi Mumbai Municipal Corporation) and the Anchor Customer Contract (as defined under the Facility Agreement) (other than any master service agreements entered into between Digital Edge (Singapore) Holdings Pte Ltd. and Amazon Data Services, Inc. Delaware), duly acknowledged and consented to, where required under the terms of the relevant project documents or under applicable law, by the relevant counterparties to such project documents);
- Provided however, the security interest to be created over the rights of the Company under the Anchor Customer Contract shall be effective only upon: (A) execution of subordination, non-disturbance agreement and the non-disclosure agreement (wherever applicable) between, *inter alia*, the Lenders and the Anchor Customer on terms mutually aggregable to the parties; and (B) receipt of required consent from the Anchor Customer as per the provisions of the Anchor Customer Contract, which consent shall be set out in the subordination, non-disturbance agreement;
- (iii) all the insurance contracts in relation to the Project and the BOM3 Common Infrastructure and the insurance proceeds thereunder; and
- (c) a first ranking *pari passu* charge amongst the Lenders of the Term Loan Facility the debt service reserve account to be maintained for servicing the Term Loan Facility.

5. **THAT** the Company hereby agrees to appoint DBS Bank India Limited 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 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, intercreditor agreement(s) and such other Finance Documents including any amendment or modification as may be required to be executed by the Company in favor of the Lenders 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 Lenders 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 Finance 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 Lenders may require, necessary undertakings in favour of the Lenders or in favor of its agents / trustee (including the Security Trustee) in terms of the Finance 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 Lenders 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 Finance 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 Finance 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 Finance 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 Lenders and the Security Trustee."

ITEM NO 3

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

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 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 2192,00,00,000 (Rupees Two Thousand One Hundred and Ninety Two Crores) (the "**Rupee Loan Facility**"); (ii) a letter of credit facility aggregating to an amount not exceeding INR 450,00,00,000 (Rupees Four Hundred and Fifty Crores), as a sub-limit of the Rupee Loan Facility ("**LC Facility 1**"); (iii) a non-recurring cost capex facility for an aggregate principal amount not exceeding INR 1307,00,00,000 (Rupees One Thousand Three Hundred and Seven Crores) (the "**NRC Capex Facility**") (the Rupee Loan Facility and the NRC Capex Facility shall together be referred to as the "**Term Loan Facility**"); (iv) a letter of credit facility aggregating to an amount not exceeding INR 250,00,00,000 (Rupees Two Hundred Fifty Crores), as a sub-limit of the NRC Capex Facility ("**LC Facility 2**"); and (v) a bank guarantee facility aggregating to an amount not exceeding INR 50,00,00,000 (Rupees Fifty Crores) ("**BG Facility**") (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 53.28 MW ("**BOM3 Data Centre**") and the related common infrastructure including upgradation of the 220kV gas insulated substation ("**BOM3 Common Infrastructure**") and together with the BOM3 Data Centre, referred to as the "**Project**") as per the terms set out in the facility agreement ("**Facility Agreement**", as may be amended or modified from time to time) to be entered into between, *inter alios*, the Company and Axis Bank Limited, Kotak Mahindra Bank Limited, Sumitomo Mitsui Banking Corporation and DBS Bank India Limited (hereinafter collectively referred to as the "**Lenders**", which expression shall include any other lender(s) that may participate

in sharing of the Facilities along with the Lenders at any future date, any successors, assigns and transferees thereof) and other finance documents as may be entered into between, *inter alios*, the Company and/or the Lenders (themselves or acting through the security trustee and/or the agent) in relation to the Facilities (together with the Facility Agreement, referred to as the “**Finance 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 Lenders 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 Finance Documents), in terms of:

- (i) the Reserve Bank of India (Commercial Banks – Resolution of Stressed Assets) Directions, 2025 bearing reference number RBI/DOR/2025-26/165, DOR.STR.REC.84/21.04.048/2025-26 issued by the RBI dated November 28, 2025 (as amended or replaced from time to time) issued by the Reserve Bank of India;
- (ii) 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
- (iii) any other applicable law(s).

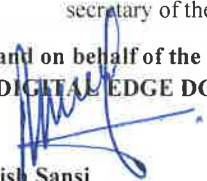
2. **THAT** the Company hereby authorises the Board of the Company to either directly or through a person authorised thereof:

- (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 Lenders;
- (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, Lenders and Security Trustee for their records.

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


Manish Sansi
Company Secretary
Membership No.: ACS 10985
Date: 28/09/2026
Place: Mumbai



Registered office: Unit No. 614, Sixth Floor, Best Sky Towers, Plot No. F5, Netaji Subhash Place, Pitampura, Anandvas Shakurpur, North West Delhi - 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. 2 and Item No. 3, 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 in (collectively referred to as MCA Circulars) and General Circular No. 09/2023 dated 25th September 2023 and General Circular No. 09/2024 dated 19th September 2024, permitted the holding of the AGM through VC / OAVM, without the physical presence of the Members at a common venue. The deemed venue for the AGM will be the Registered Office of the Company.
3. In compliance with the provisions of the Act read with aforesaid MCA Circulars, the AGM of the Company is being held through VC via Microsoft Teams.
4. The AGM 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 AGM 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 AGM 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 AGM and hence, the Proxy Form, Attendance Slip and route map of the AGM are not annexed to this Notice.
6. Corporate Members intending to appoint their authorised representatives to attend the AGM 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 28/09/2026.
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 AGM. The facility for joining the AGM through VC will open 15 minutes before the scheduled time of the commencement of the AGM and will be kept open till the expiry of 15 minutes after the scheduled time of AGM.
10. The Members attending the AGM 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 AGM, 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. 2 and Item No. 3:

The Company had approached the Axis Bank Limited, Kotak Mahindra Bank Limited, Sumitomo Mitsui Banking Corporation and DBS Bank India Limited (hereinafter collectively referred to as the “**Lenders**”, which expression shall include any other lender(s) that may participate in sharing of the Facilities along with the Lenders at any future date, any successors, assigns and transferees thereof) for borrowing of: (i) a Rupee term loan facility for an aggregate principal amount not exceeding INR 2192,00,00,000 (Rupees Two Thousand One Hundred and Ninety Two Crores) (the “**Rupee Loan Facility**”); (ii) a letter of credit facility aggregating to an amount not exceeding INR 450,00,00,000 (Rupees Four Hundred and Fifty Crores), as a sub-limit of the Rupee Loan Facility (“**LC Facility 1**”); (iii) a non-recurring cost capex facility for an aggregate principal amount not exceeding INR 1307,00,00,000 (Rupees One Thousand Three Hundred and Seven Crores) (the “**NRC Capex Facility**” and the Rupee Loan Facility and the NRC Capex Facility shall together be referred to as the “**Term Loan Facility**”); (iv) a letter of credit facility aggregating to an amount not exceeding INR 250,00,00,000 (Rupees Two Hundred Fifty Crores), as a sub-limit of the NRC Capex Facility (“**LC Facility 2**”); and (v) a bank guarantee facility aggregating to an amount not exceeding INR 50,00,00,000 (Rupees Fifty Crores) (“**BG Facility**”) (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 53.28 MW (“**BOM3 Data Centre**”), and the related common infrastructure including upgradation of the 220kV gas insulated substation (“**BOM3 Common Infrastructure**” and together with the BOM3 Data Centre, referred to as the “**Project**”) as per the terms set out in the facility agreement (“**Facility Agreement**”, as may be amended or modified from time to time) to be entered into between, inter alios, the Company and the Lenders and other finance documents as may be entered into between, inter alios, the Company and/or the Lenders (itself or acting through the security trustee and/or the agent) in relation to the Facilities (together with the Facility Agreement, referred to as the “**Finance Documents**”, which term shall include any amendments, modifications and / or supplements thereto).

The Members of the Company are requested to note that the Company is presently negotiating the Finance Documents (which term shall include any amendments, modifications and/or supplements thereto) to be entered into between, inter alios, the Company and the Lenders in relation to the Facilities.

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.

The proposal of availing the Facilities from the Lenders 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 Finance 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. 3.

Accordingly, approval of Members of the Company is sought on resolutions proposed under Item No. 2 and Item No. 3 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


Manish Sansi
Company Secretary
Membership No.: ACS 10985



Date: 28/09/2026
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.