

July 03, 2026

To,
National Stock Exchange of India Limited
Exchange Plaza
Plot no. C/1, G Block
Bandra-Kurla Complex, Bandra (East)
Mumbai 400051

Dear Sir,

NSE Symbol: IRBIT / Series: IV

Subject: Notice of Extraordinary Meeting of Unitholders

In furtherance to our intimation dated July 02, 2026, we enclose herewith the notice convening extraordinary meeting (EM) of the unitholders of IRB Infrastructure Trust ("the Trust") scheduled to be held on Thursday, July 16, 2026 at 2.15 PM (IST) through Video Conferencing or other audio visual means, in accordance with the provisions of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended read with the relevant circulars issued by SEBI in this regard, from time to time.

The said notice of EM is also available on the website of the Trust at www.irbinfratrust.co.in.

You are requested to take the same on record.

For MMK Toll Road Private Limited
(in its capacity as Investment Manager to IRB Infrastructure Trust)

Kaustubh Shevade
Company Secretary & Compliance Officer

Encl.: As above.



IRB INFRASTRUCTURE TRUST

(An irrevocable trust set up under the Indian Trusts Act, 1882 and registered as an infrastructure investment trust with the Securities and Exchange Board of India)

Principal Place of Business: Off No-11th Floor/1101, Hiranandani Knowledge Park, Technology Street, Hill Side Avenue, Powai, Mumbai 400 076, Maharashtra, India

SEBI Registration Number: IN/InvIT/19-20/0012; **Tel:** +91 22 6733 6400

E-mail: irbinfrastructuretrust@irb.co.in **Website:** www.irbinfratrust.co.in

NOTICE OF EXTRAORDINARY MEETING OF UNITHOLDERS

NOTICE IS HEREBY GIVEN that the Extraordinary Meeting (“EM”) of the Unitholders (the “Unitholders”) of the IRB Infrastructure Trust (the “Trust”) will be held at shorter notice on **Thursday, July 16, 2026 at 2.15 PM (IST)** through Video Conferencing (“VC”) / Other Audio Visual Means (“OAVM”), to transact the businesses mentioned below:

ITEM NO. 1

TO CONSIDER AND APPROVE THE EXTENSION OF THE TERM OF THE PROJECT IMPLEMENTATION AGREEMENTS IN RELATION TO SEVERAL PROJECTS AND OTHER RELATED MATTERS

To consider and, if thought fit, to pass with or without modification(s), the following resolution by way of requisite majority (i.e. where the votes cast in favour of the resolution shall be more than fifty percent of the total votes cast for the resolution) in terms of Regulation 22(4) of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended and the circulars, clarifications, guidelines and notifications issued thereunder, each as amended from time to time (“InvIT Regulations”):

“**RESOLVED THAT** pursuant to Regulations 19, 22 and any other applicable provisions of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, and the circulars and guidelines issued thereunder (“InvIT Regulations”), and other applicable rules, if any, including any statutory modifications, amendments or re-enactments to each of the foregoing, and applicable notifications, clarifications, circulars, rules and regulations issued by any competent authority in India from time to time, to the extent applicable, pursuant to the approval of the Board of Directors (“Board”) and Audit Committee of the Investment Manager of IRB Infrastructure Trust (the “Trust”) pursuant to their resolution dated July 2, 2026, the approval of the unitholders of the Trust (“Unitholders”) be and is hereby accorded for extension of the term of the project implementation agreements of the 12 (twelve) project SPVs of the Trust namely – i) AE Tollway Limited; ii) CG Tollway Limited; iii) IRB Westcoast Tollway Limited; iv) Solapur Yedeshi Tollway Limited; v) Yedeshi Aurangabad Tollway Limited; vi) Udaipur Tollway Limited; vii) Palsit Dankuni Tollway Private Limited; viii) IRB Golconda Expressway Private Limited; ix) Samakhiali Tollway Private Limited; x) IRB Lalitpur Tollway Private Limited; xi) IRB Kota

Tollway Private Limited; and xii) IRB Gwalior Tollway Private Limited (collectively the “**Project SPVs**”) from end of the initial tenure of existing project implementation agreement i.e. a period of 10 (ten) years from the date of the commencement of the concession period or the date of acquisition of the Project SPV by the Trust, for respective Project SPVs (as applicable) (“**Initial Term**”) until the end of the original concession period of the respective Project SPVs under the respective concession agreements and for entering into, carrying out and continuing with the contracts/ arrangements/ transactions which aggregates up to approximately INR 19,440.89 crore (approximately up to INR 22,940.25 crore including prevailing GST @18%, with payments to be made in the manner set out in the amended project implementation agreements) between the Trust on one hand and its related party, viz. the Project SPVs and/or the Sponsor on the other hand and related actions, on such terms and conditions as may be set out in the respective amendment agreements, provided that such transactions shall be carried out on an arm’s-length basis and in the ordinary course of business, in relation to their respective project implementation agreements, as per the following details:



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Relevant details w.r.t. existing status of project implementation and proposed transaction

Sr. No.	Name of the Project SPVs*	Project**	End Date of the Initial Term	Nature of Proposed Transaction	Estimated aggregate value^	Commence ment of amended tenure	End of amended tenure***
1.	AE Tollway Limited (AETL)	Six Laning of Agra to Etawah Bypass section of NH-2 from km 199.660 to km 323.525 in the State of Uttar Pradesh under NHDP Phase V on Design, Build, Finance, Operate and Transfer basis. (the AEBOT Project)	31/03/2030	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of AETL, including entering into an amendment to the project implementation agreement with AETL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for AEBOT Project.	Up to INR 1,382.03 crore	01/04/2030	31/07/2040
2.	CG Tollway Limited (CGTL)	Design, Build, Finance and Operation of Six Laning of Kishangarh Udaipur Ahmedabad Section from km 90.000 (near Gulabpura) to km 214.870 (end of Chittorgarh Bypass) of NH-79 in the State of Rajasthan Package-2 under NHDP Phase – V on Build Operate & Transfer basis. (the CGBOT Project)	31/03/2030	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of CGTL, including entering into an amendment to the project implementation agreement with CGTL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for CGBOT Project.	Up to INR 881.57 crore	01/04/2030	03/11/2037
3.	IRB Westcoast Tollway Limited (IWTL)	Four Laning of Goa/ Karnataka border to Kundapur section of NH 17 from existing km 93.700 to km 283.300 in the State of Karnataka under NHDP Phase IV on Design, Build, Finance,	31/03/2030	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of IWTL, including entering into an amendment to the project implementation agreement with IWTL, the Sponsor cum Project Manager, the Investment	Up to INR 891.43 crore	01/04/2030	02/03/2042

Sr. No.	Name of the Project SPVs*	Project**	End Date of the Initial Term	Nature of Proposed Transaction	Estimated aggregate value^	Commence ment of amended tenure	End of amended tenure***
		Operate and Transfer (DBFOT) Toll basis. (the KKBOT Project)		Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for KKBOT Project.			
4.	Solapur Yedeshi Tollway Limited (SYTL)	Four Laning of Solapur to Yedeshi section of NH-211 from km 0.000 to km 100.000 (Design Length 98.717 km) in the State of Maharashtra under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (DBFOT) Toll basis (the SYBOT Project)	31/03/2030	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of SYTL, including entering into an amendment to the project implementation agreement with SYTL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for SYBOT Project.	Up to INR 840.17 crore	01/04/2030	21/01/2044
5.	Yedeshi Aurangabad Tollway Limited (YATL)	Four Laning of Yedeshi to Aurangabad section of NH-211 from km 100.000 to km 290.200 in the State of Maharashtra under NHDP Phase IVB on Design, Build, Finance, Operate and Transfer (DBFOT) Toll basis (the YABOT Project)	31/03/2030	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of YATL, including entering into an amendment to the project implementation agreement with YATL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for YABOT Project.	Up to INR 1,046.55 crore	01/04/2030	01/07/2041
6.	Udaipur Tollway Limited (UTL)	Six Laning from km 287.400 to km 401.200 section of NH-8 in the States of Rajasthan and Gujarat (approx. length 113.800	31/03/2030	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of UTL, including entering into an amendment to the	Up to INR 718.46 crore	01/04/2030	02/09/2038

Sr. No.	Name of the Project SPVs*	Project**	End Date of the Initial Term	Nature of Proposed Transaction	Estimated aggregate value^	Commence ment of amended tenure	End of amended tenure***
		km) on Design, Build, Finance, Operate and Transfer (DBFOT) Toll basis under NHDP Phase V (package – V). (the USBOT Project)		project implementation agreement with UTL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for USBOT Project.			
7.	Palsit Dankuni Tollway Private Limited (PDTPL)	6 Laning of National Corridor NH-19 from Palsit to Dankuni (up to NH-6 Connector) from km. 588.870 to km. 652.700 (total design length 63.830 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis (the PDBOT Project)	31/03/2032	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of PDTPL, including entering into an amendment to the project implementation agreement with PDTPL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for PDBOT Project.	Up to INR 694.19 crore	01/04/2032	01/04/2039
8.	IRB Golconda Expressway Private Limited (IGEPL)	Tolling, Operation, Maintenance and Transfer (TOT) of Nehru Outer Ring Road (from Km 0+000 to Km 158+000) in Hyderabad, Telangana (the HYDORRTOT Project)	31/03/2033	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of IGEPL, including entering into an amendment to the project implementation agreement with IGEPL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for HYDORRTOT Project.	Up to INR 12,744.21 crore	01/04/2033	11/08/2053

Sr. No.	Name of the Project SPVs*	Project**	End Date of the Initial Term	Nature of Proposed Transaction	Estimated aggregate value^	Commence ment of amended tenure	End of amended tenure***
9.	Samakhiyali Tollway Private Limited (STPL)	Upgradation to Six Lane with paved Shoulder of NH-27 from Samakhiyali to Santalpur section from km. 339+200 to Km. 430+100 in the State of Gujarat to be executed on BOT (Toll) Mode (the SSBOT Project)	31/03/2033	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of STPL, including entering into an amendment to the project implementation agreement with STPL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for SSBOT Project.	Up to INR 511.44 crore	01/04/2033	27/12/2043
10.	IRB Lalitpur Tollway Private Limited (ILTPL)	Tolling, Operation, Maintenance and Transfer (TOT) of four lane Lalitpur - Sagar - Lakhnadon section from km.99.005 to km 415.089 of NH - 26 (New NH-44) in the state of Uttar Pradesh and Madhya Pradesh (the TOT12 Project)	31/03/2034	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of ILTPL, including entering into an amendment to the project implementation agreement with ILTPL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for TOT12 Project.	Up to INR 2,053.95 crore	01/04/2034	31/03/2044
11.	IRB Kota Tollway Private Limited (IKTPL)	Tolling, Operation, Maintenance and Transfer (TOT) of Kota Bypass and Cable Stay Bridge on NH-76 (New NH-27) in the state of Rajasthan (the TOT-13 Kota Project)	31/03/2034	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of IKTPL, including entering into an amendment to the project implementation agreement with IKTPL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the	Up to INR 399.28 crore	01/04/2034	31/03/2044

Sr. No.	Name of the Project SPVs*	Project**	End Date of the Initial Term	Nature of Proposed Transaction	Estimated aggregate value^	Commence ment of amended tenure	End of amended tenure***
				Sponsor will continue to act as Project Manager for TOT13 Project.			
12.	IRB Gwalior Tollway Private Limited (IGTPL)	Tolling, Operation, Maintenance and Transfer of Gwalior-Jhansi section from km 0.00 to km 103.000 (revised section Km. 16.000 to Km. 98.455) of NH-75 (New NH-44) in the State of Madhya Pradesh and Uttar Pradesh (the TOT-13 Gwalior Project, together with the TOT-13 Kota Project, the "TOT-13 Project")	31/03/2034	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of IGTPL, including entering into an amendment to the project implementation agreement with IGTPL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for TOT13 Project.	Up to INR 776.96 crore	01/04/2034	31/03/2044
Total Estimated Value					Up to INR 22,940.25 crore		

*Companies hereinafter individually referred to as the "Project SPV" or the "Concessionaire" and collectively as the "Project SPVs".

** Hereinafter individually referred to as the "Project" and collectively as the "Projects".

^ Estimated aggregate value is presented inclusive of the prevailing GST @18%. The payments to the Project Manager from each Project SPV shall take into account the applicable GST at the time of the execution of the concession agreement by the respective Project SPV and incremental amounts, if any, received by such Project SPV to the extent permitted in the relevant amended project implementation agreement and in the manner set out therein.

*** End of the original concession period under the concession agreements of the respective Project SPVs, without considering any extensions or reductions in the concession period.

RESOLVED FURTHER THAT the Board (including any Committee(s) thereof) be and is hereby authorized on behalf of the Trust to approve, implement, negotiate, carry out and decide upon all activities and to do all acts, deeds, things, and matters, including sub-delegation of all, or any of these powers and such ancillary and incidental matters, as otherwise considered by the Board of the Investment Manager (including any Committee(s) thereof) to be in the best interest of the Trust and its Unitholders, including but not limited to (i) negotiate, finalise, amend, modify, authorize execution and delivery of the transaction documents on behalf of the Trust/Investment Manager, including but not limited to, amendments to the project implementation agreements, (now or in the future); (ii) any negotiations, finalizations, amendments, supplements or modifications to the agreements including project implementation agreement, deeds, letters, undertakings and any other ancillary documents in relation to the above transactions, as applicable or appropriate; (iii) to carry out and complete the above contracts/arrangements/transactions, and in relation to the above transactions, to negotiate, finalize, amend or supplement the terms and conditions of any other agreements, memoranda, documents, letters, deeds or instruments as may be required in this regard, (iv) to appoint any advisers, valuers, experts or other persons and to do all such acts, deeds, matters and things as it may, in its discretion, deem necessary, proper or desirable for such purpose; (v) to decide and to accept and give effect to such modifications, adjustments, changes, variations, alterations, deletions and/or additions as regards the terms and conditions as may be required, without being required to seek further consent or approval of the Unitholders, or otherwise to the end and intent that the Unitholders shall be deemed to have given their approval thereto expressly by the authority of this resolution, other than such consent as may be required pursuant to the terms of existing arrangements among the Unitholders and definitive agreements in relation to the proposed transaction; (vi) to take all steps and do all things and give such directions/instructions as may be required, necessary, expedient or desirable for giving effect to the transaction documents, the transactions contemplated therein and the resolutions mentioned herein; and (vii) to sign, execute, amend, deliver, any documents or deeds on behalf of the Trust/Investment Manager as required under aforesaid clauses of the said resolution and to make any filings, furnish any returns or submit any other documents to any regulatory or governmental authorities as may be required, and to settle any question, difficulty or doubt and further to do or cause to be done all such acts, deeds, matters and things and to execute all agreements, documents, papers, instruments and writings as it may deem necessary, proper, desirable or expedient as it may deem fit from time to time.

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

ITEM NO. 2**APPROVAL FOR TRANSFER OF CG TOLLWAY LIMITED AND SOLAPUR YEDESHI TOLLWAY LIMITED TO IRB INVIT FUND AND MATTERS IN RELATION THERETO**

[Resolution passed by way of requisite majority (i.e. where the votes cast in favour of the resolution shall be more than the fifty percent of the total votes cast for the resolution) in terms of Regulation 22(4) of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended and the circulars, clarifications, guidelines and notifications issued thereunder, each as amended from time to time (“InvIT Regulations”)]

“**RESOLVED THAT** pursuant to a) Regulation 10, 19 and 22 and any other applicable provisions of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, and the circulars, notifications and guidelines issued thereunder, as amended (“**InvIT Regulations**”), and other applicable rules, if any, including any statutory modifications, amendments or re-enactments to each of the foregoing, and applicable notifications, clarifications, circulars, rules and regulations issued by any competent authority in India from time to time; and b) approval of the Audit Committee and the Board of Directors of the Investment Manager (the “**Investment Manager**”) of IRB Infrastructure Trust (the “**Trust**”) pursuant to their resolutions dated July 2, 2026, the approval of the unitholders of the Trust (“**Unitholders**”) be and is hereby accorded for the following:

- i) the transfer of 100% of the equity share capital of **CG Tollway Limited** (“**CGTL**”) held by the Trust (the “**Trust**”) to IRB InvIT Fund (a publicly listed infrastructure investment trust registered with the Securities and Exchange Board of India, (the “**Public InvIT**”) and repayment of subordinated debt / shareholder’s loan of CGTL; and
- ii) the transfer of 100% of the equity share capital of **Solapur Yedeshi Tollway Limited** (“**SYTL**”) held by the Trust to Public InvIT and repayment of subordinated debt / shareholder’s loan of SYTL;

(CGTL and SYTL collectively referred to as the “**Project SPVs**” and the transactions stated at i) and ii) above are collectively referred to as the “**Proposed Transaction**”)

for aggregate purchase consideration of an equity value of INR 2,744 crore (which may increase at the rate of 10% *per annum* if closing is delayed beyond September 30, 2026 or as may be agreed between the parties in the definitive documents) with respect to Project SPVs, subject to pre-closing/closing and post-closing adjustments to be set out in the definitive documents, resulting in an aggregate enterprise value of both the Target SPVs as of September 30, 2026, after taking into account the existing external gross debt of INR 591 crores (in respect of SYTL) and INR 1,270 crores (in respect of CGTL), of INR 4,605 crore, and for entering into documents, arrangements, agreements, including execution of the binding term sheet between the Trust, on the one hand, and its related party, the Public InvIT, on the other hand (“**Binding Term Sheet**”), and related actions, on such terms and conditions as may be agreed among the parties on an arms-length basis.

RESOLVED FURTHER THAT the Board of Directors of the Investment Manager to the Trust (including any Committee(s) thereof) be and is hereby authorized on behalf of the Trust to do all acts, deeds, things, and matters, including sub-delegation of all, or any of these powers, as may be required or are necessary to

give effect to these resolutions or as otherwise considered by the Board of Directors of the Investment Manager (including any Committee(s) thereof) to be in the best interest of the Trust and its Unitholders, including any negotiations, finalizations, amendments, supplements or modifications to the agreements, deeds, letters, undertakings and any other documents in relation to the above transactions, as applicable or appropriate, to carry out and complete the above arrangements/transactions, and in relation to the aforesaid Proposed Transaction, to negotiate and finalize the terms and conditions of any agreements, memoranda, documents, letters, deeds or instruments as may be required in this regard, as well as any amendments, modifications, supplements or terminations to documents, including to appoint any advisers, valuers, experts or other persons and to do all such acts, deeds, matters and things as it may, in its discretion, deem necessary, proper or desirable for such purpose, and to make any filings, furnish any returns or submit any other documents to any regulatory or governmental authorities as may be required including to seek any regulatory approvals, and to settle any question, difficulty or doubt and further to do or cause to be done all such acts, deeds, matters and things and to negotiate, finalize and execute all agreements, documents, papers, instruments and writings as it may deem necessary, proper, desirable or expedient and to give such directions and/or instructions as it may deem fit from time to time, to decide and to accept and give effect to such modifications, adjustments, changes, variations, alterations, deletions and/or additions as regards the terms and conditions as may be required, without being required to seek further approval of the Unitholders of the Trust or otherwise to the end and intent that the Unitholders of the Trust shall be deemed to have given their approval thereto expressly by the authority of this resolution other than such consent as may be required pursuant to the terms of existing arrangements among the Unitholders, Binding Term Sheet and/ or definitive agreements in relation to the Proposed Transaction.

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

For IRB INFRASTRUCTURE TRUST

By Order of the Board

MMK Toll Road Private Limited

(in its capacity as the Investment Manager to IRB Infrastructure Trust)

Kaustubh Shevade

Company Secretary & Compliance Officer

Date: July 2, 2026

Principal Place of Business and Contact Details of the Trust:

IRB Infrastructure Trust

Principal Place of Business: Off No-11th Floor/1101 Hiranandani Knowledge Park, Technology Street, Hill Side Avenue, Powai Mumbai 400076

SEBI Registration Number: IN/InvIT/19-20/0012

Tel: +91 22 6640 4200

Fax: +91 22 6640 4274

E-mail: irbinfrastructuretrust@irb.co.in

Website: www.irbinfratrust.co.in

Compliance Officer: Mr. Kaustubh Shevade

Registered Office and Contact Details of the Investment Manager:

MMK Toll Road Private Limited

CIN: U45200MH2002PTC135512

Registered Office: Off No-11th Floor/1101 Hiranandani Knowledge Park, Technology Street, Hill Side Avenue, Powai Mumbai 400076

Tel: +91 22 6640 4200

Fax: +91 22 6640 4274

Email: grievances@irb.co.in

Contact Person: Mr. Amitabh Murarka, Chief Executive Officer

EXPLANATORY STATEMENT

ITEM NO. 1

The following statement sets out the material facts and reasons for the proposed resolution at Item No. 1 in the accompanying Notice:

The unitholders (“**Unitholders**”) of the IRB Infrastructure Trust (the “**Trust**”) are requested to note that the Trust in February 2020, had *inter alia* acquired six (6) projects, i.e., AE Tollway Limited (“**AETL**”), CG Tollway Limited (“**CGTL**”), IRB Westcoast Tollway Limited (“**IWTL**”), Solapur Yedeshi Tollway Limited (“**SYTL**”), Yedeshi Aurangabad Tollway Limited (“**YATL**”) and Udaipur Tollway Limited (“**UTL**”), from IRB Infrastructure Developers Limited (“**Sponsor**”). Thereafter, the Trust from time to time has acquired the following projects from the Sponsor: Palsit Dankuni Tollway Private Limited (“**PDTPL**”), Samakhiali Tollway Private Limited (“**STPL**”) and IRB Golconda Expressway Private Limited (“**IGEPL**”). The Trust was also emerged as the selected bidder for several projects and accordingly invested in IRB Lalitpur Tollway Private Limited (“**ILTPL**”), IRB Kota Tollway Private Limited (“**IKTPL**”) and IRB Gwalior Tollway Private Limited (“**IGTPL**”) and collectively with AETL, CGTL, IWTL, SYTL, YATL, UTL, PDTPL, STPL, IGEPL, ILTPL, IKTPL, the “**Project SPVs**”). For each of the Project SPVs, the Sponsor is appointed as the project manager in accordance with provisions under the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended (the “**InvIT Regulations**”) for each of those projects (the “**Projects**”) by way of execution of the project implementation agreements (the “**PIA/s**”), for an initial period of 10 (ten) years from the date of the commencement of the concession period or the date of acquisition of the Project SPV by the Trust, for respective Project SPVs (as applicable).

The details of such projects and PIAs are provided in the ‘Table – A’ included in this explanatory statement.

The Sponsor has been appointed as the project manager with respect to the Project SPVs for the Initial Term (as defined in the resolution) under the existing PIAs. Hence, it is proposed to enter into arrangements for extension of the term of the respective PIAs with the Project SPVs and the continuation of the Sponsor as the project manager until the end of the original concession period under the concession agreements of the respective Project SPVs, without considering any extensions or reductions in the concession period (“**Original Concession Period**”) w.r.t. each of the Projects as fixed price contract. The Investment Manager has reviewed the proposal and found it to be in the interest of the Unitholders basis the rationale explained hereinafter in the table below separately.

The proposed approval for the extension of the term of the respective PIAs and the continuation of the Sponsor as the Project Manager, is being sought at this stage, prior to the end of the Initial Term of the PIAs, having regard to business continuity, commercial and governance considerations, to ensure that the operations of the Project SPVs continue to run smoothly without interruption, in the interest of the Trust and the unitholders.

The existing arrangements are approaching a stage where ensuring continuity of project management services is critical in view of the long-term nature of the concession assets. Early approval facilitates

seamless transition, eliminates uncertainty and mitigates execution risks, particularly for assets that require consistent oversight and adherence to concession obligations over extended periods. Further, such advance approvals are aligned with industry practice for infrastructure InvITs and long-gestation road assets, where stability and continuity of an experienced project manager are essential to maintain asset performance standards and operational efficiencies. The Sponsor, being closely associated with the projects and possessing proven expertise, is best positioned to continue managing the assets without disruption.

The Board of Directors (the “**Board**”) and the Audit Committee of the Investment Manager of the Trust have approved the arrangements described below, pursuant to their resolutions dated July 2, 2026 each.

Proposed Related Party Transaction:

It is proposed to extend the term of IRB Infrastructure Developers Limited, the Sponsor, as the project manager until the end of the Original Concession Period (as indicated in Table-A below). Hence, for purposes of the projects, the Sponsor will continue to act as the project manager with respect to each of the Project SPVs under the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014 and the circulars, guidelines, notifications and clarifications issued thereunder, each as amended (“**InvIT Regulations**”) until the end of the Original Concession Period of the respective Project SPVs, pursuant to amendments to the existing project implementation agreements to be executed among the Project Manager, respective Project SPV, the Investment Manager of the Trust and the trustee of the Trust (acting on behalf of the Trust). The total value under such arrangements for each of the Projects would not exceed the amounts provided in the table below:

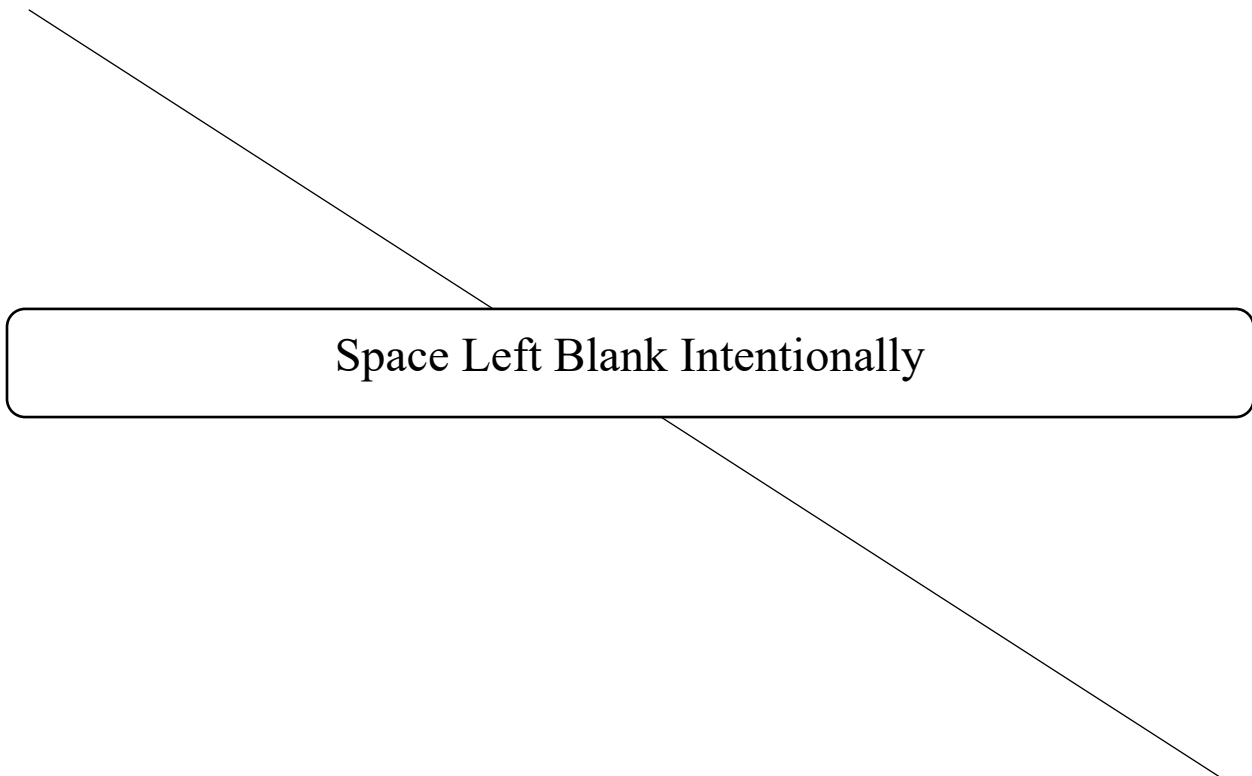


Table-A

Relevant details w.r.t. existing status of project implementation and proposed transaction:

Sr. No.	Name of the Project SPVs*	Project**	End Date of the Initial Term	Nature of Proposed Transaction	Estimated aggregate value^	Commencement of amended tenure	End of amended tenure***
1.	AE Tollway Limited (AETL)	Six Laning of Agra to Etawah Bypass section of NH-2 from km 199.660 to km 323.525 in the State of Uttar Pradesh under NHDP Phase V on Design, Build, Finance, Operate and Transfer basis (the AEBOT Project)	31/03/2030	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of AETL, including entering into an amendment to the project implementation agreement with AETL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for AEBOT Project.	Up to INR 1,382.03 crore	01/04/2030	31/07/2040
2.	CG Tollway Limited (CGTL)	Design, Build, Finance and Operation of Six Laning of Kishangarh Udaipur Ahmedabad Section from km 90.000 (near Gulabpura) to km 214.870 (end of Chittorgarh Bypass) of NH-79 in the State of Rajasthan Package-2 under NHDP Phase – V on Build Operate & Transfer basis (the CGBOT Project)	31/03/2030	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of CGTL, including entering into an amendment to the project implementation agreement with CGTL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for CGBOT Project.	Up to INR 881.57 crore	01/04/2030	03/11/2037
3.	IRB Westcoast Tollway	Four Laning of Goa/ Karnataka border to Kundapur section of NH 17 from existing km 93.700 to km 283.300 in the State of	31/03/2030	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of IWTL, including entering into an amendment to the	Up to INR 891.43 crore	01/04/2030	02/03/2042

Sr. No.	Name of the Project SPVs*	Project**	End Date of the Initial Term	Nature of Proposed Transaction	Estimated aggregate value^	Commence ment of amended tenure	End of amended tenure***
	Limited (IWTL)	Karnataka under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (DBFOT) Toll basis (the KKBOT Project)		project implementation agreement with IWTL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for KKBOT Project.			
4.	Solapur Yedeshi Tollway Limited (SYTL)	Four Laning of Solapur to Yedeshi section of NH-211 from km 0.000 to km 100.000 (Design Length 98.717 km) in the State of Maharashtra under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (DBFOT) Toll basis (the SYBOT Project)	31/03/2030	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of SYTL, including entering into an amendment to the project implementation agreement with SYTL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for SYBOT Project.	Up to INR 840.17 crore	01/04/2030	21/01/2044
5.	Yedeshi Aurangabad Tollway Limited (YATL)	Four Laning of Yedeshi to Aurangabad section of NH-211 from km 100.000 to km 290.200 in the State of Maharashtra under NHDP Phase IVB on Design, Build, Finance, Operate and Transfer (DBFOT) Toll basis (the YABOT Project)	31/03/2030	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of YATL, including entering into an amendment to the project implementation agreement with YATL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for YABOT Project.	Up to INR 1,046.55 crore	01/04/2030	01/07/2041

Sr. No.	Name of the Project SPVs*	Project**	End Date of the Initial Term	Nature of Proposed Transaction	Estimated aggregate value^	Commence ment of amended tenure	End of amended tenure***
6.	Udaipur Tollway Limited (UTL)	Six Laning from km 287.400 to km 401.200 section of NH-8 in the States of Rajasthan and Gujarat (approx. length 113.800 km) on Design, Build, Finance, Operate and Transfer (DBFOT) Toll basis under NHDP Phase V (package – V) (the USBOT Project)	31/03/2030	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of UTL, including entering into an amendment to the project implementation agreement with UTL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for USBOT Project.	Up to INR 718.46 crore	01/04/2030	02/09/2038
7.	Palsit Dankuni Tollway Private Limited (PDTPL)	6 Laning of National Corridor NH-19 from Palsit to Dankuni (up to NH-6 Connector) from km. 588.870 to km. 652.700 (total design length 63.830 km) in the State of West Bengal under Bharatmala Pariyojana to be executed on BOT (Toll) basis (the PDBOT Project)	31/03/2032	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of PDTPL, including entering into an amendment to the project implementation agreement with PDTPL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for PDBOT Project.	Up to INR 694.19 crore	01/04/2032	01/04/2039
8.	IRB Golconda Expressway Private Limited (IGEPL)	Tolling, Operation, Maintenance and Transfer (TOT) of Nehru Outer Ring Road (from Km 0+000 to Km 158+000) in Hyderabad, Telangana (the HYDORRTOT Project)	31/03/2033	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of IGEPL, including entering into an amendment to the project implementation agreement with IGEPL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the	Up to INR 12,744.21 crore	01/04/2033	11/08/2053

Sr. No.	Name of the Project SPVs*	Project**	End Date of the Initial Term	Nature of Proposed Transaction	Estimated aggregate value^	Commence ment of amended tenure	End of amended tenure***
				Sponsor will continue to act as Project Manager for HYDORRTOT Project.			
9.	Samakhiyali Tollway Private Limited (STPL)	Upgradation to Six Lane with paved Shoulder of NH-27 from Samakhiyali to Santalpur section from km. 339+200 to Km. 430+100 in the State of Gujarat to be executed on BOT (Toll) Mode (the SSBOT Project)	31/03/2033	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of STPL, including entering into an amendment to the project implementation agreement with STPL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for SSBOT Project.	Up to INR 511.44 crore	01/04/2033	27/12/2043
10.	IRB Lalitpur Tollway Private Limited (ILTPL)	Tolling, Operation, Maintenance and Transfer (TOT) of four lane Lalitpur - Sagar - Lakhnadon section from km.99.005 to km 415.089 of NH - 26 (New NH-44) in the state of Uttar Pradesh and Madhya Pradesh (the TOT12 Project)	31/03/2034	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of ILTPL, including entering into an amendment to the project implementation agreement with ILTPL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for TOT12 Project.	Up to INR 2,053.95 crore	01/04/2034	31/03/2044
11.	IRB Kota Tollway Private Limited (IKTPL)	Tolling, Operation, Maintenance and Transfer (TOT) of Kota Bypass and Cable Stay Bridge on NH-76 (New NH-27) in the state of Rajasthan	31/03/2034	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of IKTPL, including entering into an amendment to the project implementation agreement with IKTPL, the Sponsor cum Project Manager, the Investment	Up to INR 399.28 crore	01/04/2034	31/03/2044

Sr. No.	Name of the Project SPVs*	Project**	End Date of the Initial Term	Nature of Proposed Transaction	Estimated aggregate value^	Commence ment of amended tenure	End of amended tenure***
		(the TOT-13 Kota Project)		Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for TOT13 Project.			
12.	IRB Gwalior Tollway Private Limited (IGTPL)	Tolling, Operation, Maintenance and Transfer of Gwalior-Jhansi section from km 0.00 to km 103.000 (revised section Km. 16.000 to Km. 98.455) of NH-75 (New NH-44) in the State of Madhya Pradesh and Uttar Pradesh (the TOT-13 Gwalior Project, together with the TOT-13 Kota Project, the “TOT-13 Project”)	31/03/2034	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to O&M works / project implementation of IGTPPL, including entering into an amendment to the project implementation agreement with IGTPPL, the Sponsor cum Project Manager, the Investment Manager to the Trust and the trustee of the Trust (acting on behalf of the Trust) under which the Sponsor will continue to act as Project Manager for TOT13 Project.	Up to INR 776.96 crore	01/04/2034	31/03/2044
Total Estimated Value					Up to INR 22,940.25 crore		

*Companies hereinafter individually referred to as the “Project SPV” or the “Concessionaire” and collectively as the “Project SPVs”.

** Hereinafter individually referred to as the “Project” and collectively as the “Projects”.

^ Estimated aggregate value is presented inclusive of the prevailing GST @18%. The payments to the Project Manager from each Project SPV shall take into account the applicable GST at the time of the execution of the concession agreement by the respective Project SPV and incremental amounts, if any, received by such Project SPV to the extent permitted in the relevant amended project implementation agreement and in the manner set out therein.

*** End of the original concession period under the concession agreements of the respective Project SPVs, without considering any extensions or reductions in the concession period i.e. the Original Concession Period.

In case of any changes to the Original Concession Period on account of any extensions or reductions, the parties to the amended PIA(s) shall mutually agree on the amendments required to the amended PIA(s), subject to consent as may be required pursuant to the terms of the existing arrangements among the Unitholders and definitive agreements in relation to the proposed transaction.

The aforementioned related party transactions (“**RPT**”) are at arms-length, and in the ordinary course of business as required under relevant regulations. Project implementation contracts with related parties are also independently reviewed by independent professionals for arms-length consideration and industry benchmarking as may be applicable, for similar categories of transactions and a report in relation to the same presented to the Audit Committee and Board of Investment Manager for consideration. As required by relevant regulations, approval of Audit Committee, which comprises two-thirds of independent directors, has been obtained for the RPT. The Audit Committee has approved related party transactions after satisfying themselves that they are at arms-length, in the ordinary course of business and in the interest of the Unitholders.



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The relevant information pertaining to proposed related party transactions is provided below:

Sr. No.	Description	Details of proposed RPTs																											
1a	<p>Name of the Related Party and its relationship with the Investment Manager / InvIT including nature of its concern or interest (financial or otherwise)</p>	<p>i. AE Tollway Limited (AETL) ii. CG Tollway Limited (CGTL) iii. IRB Westcoast Tollway Limited (IRB WTL) iv. Solapur Yedeshi Tollway Limited (SYTL) v. Yedeshi Aurangabad Tollway Limited (YATL) vi. Udaipur Tollway Limited (UTL) vii. Palsit Dankuni Tollway Private Limited (PDTPL) viii. IRB Golconda Expressway Private Limited (IGEPL) ix. Samakhiyali Tollway Private Limited (STPL) x. IRB Lalitpur Tollway Private Limited (ILTPL) xi. IRB Kota Tollway Private Limited (IKTPL) xii. IRB Gwalior Tollway Private Limited (IGTPL) (the “Project SPVs”)</p> <p>Each of the aforesaid Project SPV is a wholly-owned SPV of the Trust and an associate of the Sponsor.</p> <p>IRB Infrastructure Developers Limited, the proposed Project Manager (“IRBIDL” or “Project Manager”) is the Sponsor and the Project Manager of the Trust. The investment manager (MMK Toll Road Private Limited), an associate of the Sponsor, and the trustee, a third-party, will act in their respective capacities on behalf of the Trust.</p>																											
1b	<p>Type, material terms, monetary value and particulars of the proposed transactions:</p>																												
	<p>The Trust proposes to enter into the following material RPTs in relation to each of the Project SPVs stated in sr. no. (1a) above with the Sponsor on an arms-length basis in the ordinary course of business:</p>																												
	<p>O&M works / Project Implementation, from IRBIDL as the Project Manager</p>	<table border="1"> <thead> <tr> <th data-bbox="764 1493 837 1566">Sr. No.</th> <th data-bbox="837 1493 1089 1566">Project SPVs</th> <th data-bbox="1089 1493 1349 1566">Value of PIA (in INR crore)*</th> </tr> </thead> <tbody> <tr> <td data-bbox="764 1566 837 1608">1</td> <td data-bbox="837 1566 1089 1608">AETL</td> <td data-bbox="1089 1566 1349 1608">Up to 1,382.03</td> </tr> <tr> <td data-bbox="764 1608 837 1650">2</td> <td data-bbox="837 1608 1089 1650">CGTL</td> <td data-bbox="1089 1608 1349 1650">Up to 881.57</td> </tr> <tr> <td data-bbox="764 1650 837 1692">3</td> <td data-bbox="837 1650 1089 1692">IRB WTL</td> <td data-bbox="1089 1650 1349 1692">Up to 891.43</td> </tr> <tr> <td data-bbox="764 1692 837 1734">4</td> <td data-bbox="837 1692 1089 1734">SYTL</td> <td data-bbox="1089 1692 1349 1734">Up to 840.17</td> </tr> <tr> <td data-bbox="764 1734 837 1776">5</td> <td data-bbox="837 1734 1089 1776">YATL</td> <td data-bbox="1089 1734 1349 1776">Up to 1,046.55</td> </tr> <tr> <td data-bbox="764 1776 837 1818">6</td> <td data-bbox="837 1776 1089 1818">UTL</td> <td data-bbox="1089 1776 1349 1818">Up to 718.46</td> </tr> <tr> <td data-bbox="764 1818 837 1860">7</td> <td data-bbox="837 1818 1089 1860">PDTPL</td> <td data-bbox="1089 1818 1349 1860">Up to 694.19</td> </tr> <tr> <td data-bbox="764 1860 837 1892">8</td> <td data-bbox="837 1860 1089 1892">IGEPL</td> <td data-bbox="1089 1860 1349 1892">Up to 12,744.21</td> </tr> </tbody> </table>	Sr. No.	Project SPVs	Value of PIA (in INR crore)*	1	AETL	Up to 1,382.03	2	CGTL	Up to 881.57	3	IRB WTL	Up to 891.43	4	SYTL	Up to 840.17	5	YATL	Up to 1,046.55	6	UTL	Up to 718.46	7	PDTPL	Up to 694.19	8	IGEPL	Up to 12,744.21
Sr. No.	Project SPVs	Value of PIA (in INR crore)*																											
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8	IGEPL	Up to 12,744.21																											

Sr. No.	Description	Details of proposed RPTs																
		<table border="1"> <tr> <td data-bbox="764 268 808 310">9</td> <td data-bbox="808 268 1084 310">STPL</td> <td data-bbox="1084 268 1344 310">Up to 511.44</td> </tr> <tr> <td data-bbox="764 310 808 352">10</td> <td data-bbox="808 310 1084 352">ILTPL</td> <td data-bbox="1084 310 1344 352">Up to 2,053.95</td> </tr> <tr> <td data-bbox="764 352 808 394">11</td> <td data-bbox="808 352 1084 394">IKTPL</td> <td data-bbox="1084 352 1344 394">Up to 399.28</td> </tr> <tr> <td data-bbox="764 394 808 436">12</td> <td data-bbox="808 394 1084 436">IGTPL</td> <td data-bbox="1084 394 1344 436">Up to 776.96</td> </tr> <tr> <td data-bbox="764 436 808 478"></td> <td data-bbox="808 436 1084 478">Total</td> <td data-bbox="1084 436 1344 478">Up to 22,940.25</td> </tr> </table>	9	STPL	Up to 511.44	10	ILTPL	Up to 2,053.95	11	IKTPL	Up to 399.28	12	IGTPL	Up to 776.96		Total	Up to 22,940.25	<p data-bbox="704 491 1430 758"><i>* Estimated aggregate value is presented inclusive of the prevailing GST @18%. The payments to the Project Manager from each Project SPV shall take into account the applicable GST at the time of the execution of the concession agreement by the respective Project SPV and incremental amounts, if any, received by such Project SPV to the extent permitted in the relevant amended project implementation agreement and in the manner set out therein.</i></p> <p data-bbox="704 806 1430 915">Any works provided in relation to O&M works/ project implementation agreements will be entered on arms-length basis.</p> <p data-bbox="704 963 1430 1073">Additionally, the O&M costs of the Projects for remaining concession period of the respective Project SPVs have been assessed by an independent consultant.</p>
9	STPL	Up to 511.44																
10	ILTPL	Up to 2,053.95																
11	IKTPL	Up to 399.28																
12	IGTPL	Up to 776.96																
	Total	Up to 22,940.25																
1c	Tenure of the proposed transaction																	
	Project Implementation & O&M works:	From end of the Initial Term of the respective Project SPV until the end of the Original Concession Period for the respective Project SPVs (as indicated in Table A above).																
1d & 1e	Value of the proposed transactions and Percentage of the value of the Trust's asset, as on the immediately preceding financial year, that is represented by the value of the proposed RPTs																	
	Nature of Transaction	<p data-bbox="711 1381 1424 1570">Estimated Aggregate Value in (INR) crore and Estimated Percentage of the value of the Trust's assets as on immediately preceding financial year The Value of the Trust's Assets as on immediately preceding financial year are INR 70,043 crore</p>																
	To extend the term of IRB Infrastructure Developers Limited (the Sponsor) as the project manager in relation to O&M works / project implementation to each of the Project SPVs, including entering into an amendment to the project	<p data-bbox="704 1579 1430 1770">Amount: Aggregates up to approximately INR 19,440.89 crore (approximately up to INR 22,940.25 crore including prevailing GST @18%, with payments to be made in the manner set out in the amended project implementation agreements)</p> <p data-bbox="704 1818 951 1850">Percentage: 32.75%</p>																

Sr. No.	Description	Details of proposed RPTs
	implementation agreement with each of the Project SPVs, the Sponsor cum Project Manager, the investment manager of the Trust and the trustee of the Trust (acting on behalf of the Trust)	
	Estimated value	<p>Amount: Aggregates up to approximately INR 19,440.89 crore (approximately up to INR 22,940.25 crore including prevailing GST @18%, with payments to be made in the manner set out in the amended project implementation agreements)</p> <p>Percentage: 32.75%</p>
2	Justification as to why the proposed transactions are in the interest of the Entity	
	Project implementation & O&M works:	<p>By entering into a long-term contract with the project manager, the Trust can:</p> <ol style="list-style-type: none"> 1. Enter into a fixed-price contract providing cost certainty to the Trust and expected to significantly improve cash flow stability and predictability. 2. Provide more stable returns to Unitholders through better financial forecasting, stronger cost control, and reduced exposure to financial risk. 3. Such long-term contracts are preferred in PPP infrastructure projects and typically run for the full concession period. In case of TOT-17 and TOT-18 projects, the PIA is executed for full concession period of 20 years. Cost estimates are based on the defined scope of work under the concession agreement and related assumptions. 4. Lenders that typically finance part of the project cost generally require fixed-price O&M arrangements to support predictable cash flows and reduce operating risk over the concession period. 5. O&M is a core business activity of the Sponsor, which has successfully executed more than 30 similar long-term fixed-price O&M contracts. This track record supports the Sponsor's capability and aligns with its existing business model and order book.

Sr. No.	Description	Details of proposed RPTs
		Further, regarding valuation methodology, the Trust has obtained a valuation report issued by a third party consultant, dated May 14, 2026 as on March 31, 2026 to substantiate the arm's length nature of the proposed transaction.
3	If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary:	
	i. Details of the source of funds in connection with the proposed transaction;	Not Applicable
	ii. where any financial indebtedness is incurred to make or give loans, inter-corporate deposits, advances or investments: • nature of indebtedness; • cost of funds; and • tenure;	Not Applicable
	iii. Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured; if secured the nature of security	Not Applicable
	iv. Purpose for which funds will be utilized by the ultimate beneficiary of such funds pursuant to the proposed transaction	Not Applicable
4	Valuation or other external report, if any, relied upon by the listed entity in relation to the proposed transaction	The O&M costs of each of the Projects have been assessed by an independent consultant.
5	Percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed RPT on a voluntary basis.	~300%
6	Any other relevant information	Not Applicable

The aggregate value of the transactions and other amounts in the resolution and the explanatory statement are estimates based on currently available information including the latest valuation report as on March 31, 2026, obtained by the Trust and may change based on factors including general economic and political conditions in India and globally, inflation, deflation, volatility in interest rates and/or exchange rates, tax rates, changes in our industry, natural calamities, epidemics, pandemics and/or force majeure events, that are outside our control. In case of any increase in such amounts, the Investment Manager will obtain the prior written approval of all the Unitholders.

The Unitholders are requested to note that in terms of the provisions of the InvIT Regulations, voting by any person who is a related party in proposed transaction as well as associates of such person(s) shall not be considered on the aforesaid resolution set forth in the notice.

The Board recommends the aforesaid Resolution No. 1 set forth in the Notice for approval by the Unitholders with requisite majority in terms of Regulation 22 of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended.

None of the director(s) or key managerial personnel of the Investment Manager (or their relatives) are in any way, concerned or interested, financially or otherwise in the above resolution.

None of the key managerial personnel or directors of IDBI Trusteeship Services Limited (the trustee) are interested in the above resolution.

ITEM NO. 2

The following statement sets out the material facts and reasons for the proposed resolution at Item No. 2 in the accompanying notice:

The Board of Directors of the Investment Manager, at its meeting held on May 14, 2026, had approved the preliminary and non-binding offer (the “**NBO**”) issued in connection with the sale of 2 (two) assets of the IRB Infrastructure Trust (the “**Trust**”) to the IRB InvIT Fund, a publicly listed infrastructure investment trust registered with the Securities and Exchange Board of India (the “**Public InvIT**”). The two assets identified for transfer are CG Tollway Limited and Solapur Yedeshi Tollway Limited (hereinafter collectively referred to as “**Project SPVs**”).

Details in relation to the Project SPVs are provided as under.

Sr. No.	Particulars	Details	
		CG Tollway Limited (“CGTL”)	Solapur Yedeshi Tollway Limited (“SYTL”)
1	Project Details	Six Laning of Kishangarh Udaipur Ahmedabad Section from km 90.000 (near Gulabpura) to km 214.870 (end of Chittorgarh Bypass) of NH-79 in the State of Rajasthan Package-2 under NHDP Phase – V on BOT (Toll) mode	Four Laning of Solapur to Yedeshi section of NH-211 from km 0.000 to km 100.000 (Design Length 98.717 km) in the State of Maharashtra under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (DBFOT) Toll basis
2	Total Lane Kilometers (Design Length)	124.87	98.717
3	Aggregate Purchase Consideration	Aggregate purchase consideration shall be an equity value of INR 2,744 crore (which may increase at the rate of 10% <i>per annum</i> if closing is delayed beyond September 30, 2026 or as may be agreed between the parties in the definitive documents) with respect to Project SPVs, subject to pre-closing/closing and post-closing adjustments to be set out in the definitive documents, resulting in an aggregate enterprise value of both the Target SPVs as of September 30, 2026, after taking into account the existing external gross debt of INR 591 crores (in respect of SYTL) and INR 1,270 crores (in respect of CGTL), of INR 4,605 crores	
4	% of equity shares proposed for transfer	100% of Equity Share capital of the CGTL i.e. 20,35,00,000 fully paid equity shares of INR 10 each.	100% of Equity Share capital of the SYTL i.e. 9,82,50,000 fully paid equity shares of INR 10 each.

The Board and the Audit Committee of the Investment Manager of the Trust have approved the arrangements described in this notice, pursuant to their resolutions dated July 2, 2026.

Rationale for consideration proposed: Basis the internal assessment of the IM and the valuation by the independent valuer, the aggregate purchase consideration is in line with the fair value of the asset.

Proposed Related Party Transactions:

The Trust proposes: (i) to transfer the entire equity share capital of each of the Project SPVs to Public InvIT; and (ii) to receive repayment of the subordinated debt/ shareholders loan provided by the Trust to each of the Project SPVs, for an aggregate purchase consideration of an equity value of INR 2,744 crore (which

may increase at the rate of 10% *per annum* if closing is delayed beyond September 30, 2026 or as may be agreed between the parties in the definitive documents) with respect to Project SPVs, subject to pre-closing/closing and post-closing adjustments to be set out in the definitive documents, resulting in an aggregate enterprise value of both the Target SPVs as of September 30, 2026, after taking into account the existing external gross debt of INR 591 crores (in respect of SYTL) and INR 1,270 crores (in respect of CGTL), of INR 4,605 crore as described in the table hereinabove, payable in one or more tranches, and other terms and conditions as may be agreed to between the parties, on an arms-length basis and as may be specified in the definitive documentation to be entered for this purpose (hereinafter collectively referred to as the **“Proposed Transaction”**). The Proposed Transaction shall be subject to: (i) the execution of definitive documents and fulfilment of the conditions precedent thereunder; (ii) receipt of any regulatory approvals that may be required; and (iii) the approval of the Unitholders of the Trust and the Public InvIT.

IRB Infrastructure Developers Limited functions as common sponsor for both InvITs i.e. the Trust (the Seller) and Public InvIT (the Buyer). Further, IRB Infrastructure Private Limited, the investment manager to Public InvIT, is an ‘Associate’ of MMK Toll Road Private Limited, the Investment Manager to the Trust, pursuant to the provisions of Regulation 2(1)(b) of InvIT Regulations.

Therefore, the Proposed Transaction would be a Related Party Transaction (**“RPTs”**) under Regulation 19(4) of the InvIT Regulations. Also, pursuant to Regulation 19(3), the aggregate purchase consideration of the Proposed Transaction will exceed 5% of the value of the Trust’s assets as on March 31, 2026. Hence, it is required to obtain the approval of the Unitholders of the Trust with requisite majority as prescribed under the provisions of Regulation 22(4) of the InvIT Regulations.

All related party transactions of the Trust are at arms-length as required under the InvIT Regulations and applicable law. For more detailed information, please refer valuation report issued by M/s. KPMG Valuation Services LLP, IBBI Registration Number: IBBI Reg. No. IBBI/RV-E/06/2020/115) dated May 14, 2026 as on March 31, 2026.

NSE web-link:

https://nsearchives.nseindia.com/corporate/IRBIT_14052026235048_ValuationReportMar2026.pdf

The proposal with related parties was presented to the Audit Committee of the Trust’s Investment Manager for consideration. As required by relevant regulations, approval of Audit Committee, which comprises two-thirds of independent directors, has been obtained for all applicable related party transactions. The Audit Committee has approved the proposed related party transactions after satisfying themselves that they are at arms-length and in the interest of the Unitholders of the Trust.

The following is the information in relation to the proposed related party transactions:

Sr. No.	Description	Details of proposed RPTs regarding CGTL and SYTL
1a	<p>Type, material terms, monetary value and particulars of the Proposed Transaction</p> <p>Transfer of 100% of equity share capital of the Project SPVs held by the Trust to Public InvIT and repayment of subordinated debt / shareholder's loan provided by the Trust to the Project SPVs.</p>	<p>Transfer of:</p> <p>i) 20,35,00,000 fully paid equity shares of INR 10 each and repayment of subordinated debt / shareholder's loan of CGTL</p> <p>ii) 9,82,50,000 fully paid equity shares of INR 10 each and repayment of subordinated debt / shareholder's loan of SYTL.</p> <p>for aggregate purchase consideration of an equity value of INR 2,744 crore (which may increase at the rate of 10% <i>per annum</i> if closing is delayed beyond September 30, 2026 or as may be agreed between the parties in the definitive documents) with respect to Project SPVs, subject to pre-closing/closing and post-closing adjustments to be set out in the definitive documents, resulting in an aggregate enterprise value of both the Target SPVs as of September 30, 2026, after taking into account the existing external gross debt of INR 591 crores (in respect of SYTL) and INR 1,270 crores (in respect of CGTL), of INR 4,605 crore</p>
1b	<p>Name of the Related Party and its relationship with the Entity including nature of its concern or interest (financial or otherwise)</p> <p>Public InvIT and the Trust have a common sponsor i.e. IRB Infrastructure Developers Limited (IRBIDL).</p> <p>IRB Infrastructure Private Limited, the investment manager to the Public InvIT, is an 'Associate' of MMK Toll Road Private Limited, the Investment Manager to the Trust, pursuant to the provisions of Regulation 2(1)(b) of the InvIT Regulations.</p>	
1c	<p>Tenure of the Proposed Transaction</p> <p>The indicative time period for completion of sale is on or prior to September 30, 2026. The parties have agreed to long stop date of December 31, 2026, or such extended date as may be mutually agreed between the parties.</p>	
1d & 1e	<p>Value of the proposed RPTs and Percentage of the value of the Trust's asset, as on the immediately preceding financial year, that is represented by the value of the proposed RPTs</p>	

Sr. No.	Description	Details of proposed RPTs regarding CGTL and SYTL
	<p>Estimated Aggregate Value in (INR): The Parties have agreed for an aggregate purchase consideration of an equity value of INR 2,744 crore (which may increase at the rate of 10% <i>per annum</i> if closing is delayed beyond September 30, 2026 or as may be agreed between the parties in the definitive documents) with respect to Project SPVs, subject to pre-closing/closing and post-closing adjustments to be set out in the definitive documents, resulting in an aggregate enterprise value of both the Target SPVs as of September 30, 2026, after taking into account the existing external gross debt of INR 591 crores (in respect of SYTL) and INR 1,270 crores (in respect of CGTL), of INR 4,605 crore.</p> <p>Estimated Percentage of the value of the Trust's assets as on immediately preceding financial year.</p> <p>The Aggregate Value of the Trust's Assets as on March 31, 2026, is INR 70,043 Crore (As set out in the valuation report issued by M/s. KPMG Valuation Services LLP, IBBI Registration Number: IBBI Reg. No. IBBI/RV-E/06/2020/115 dated May 14, 2026).</p> <p>NSE web-link: https://nsearchives.nseindia.com/corporate/IRBIT_14052026235048_ValuationReportMar2026.pdf</p> <p>Percentage: 6.57%</p>	
2	<p>Justification as to why the Proposed Transactions are in the interest of the Entity:</p>	
	<p>The proposed sale of the Project SPVs is as per the Trust's strategy of monetizing the investments and the Proposed Transaction would enable the Trust to utilise capital unblocked for deployment in future opportunities including in new projects for expansion of its portfolio and ensure long-term visibility of the revenue to the portfolio. Hence, this RPT is in best interest of the Trust/ Unitholders.</p>	
3	<p>If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary:</p> <p>i. details of the source of funds in connection with the Proposed Transaction: Not Applicable</p> <p>ii. where any financial indebtedness is incurred to make or give loans, inter-corporate deposits, advances or investments:</p> <ul style="list-style-type: none"> • nature of indebtedness; • cost of funds; and • tenure; <p>Not Applicable</p> <p>iii. Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured; if secured the nature of security: Not Applicable</p> <p>iv. Purpose for which funds will be utilized by the ultimate beneficiary of such funds pursuant to the Proposed Transaction: Not Applicable</p>	

Sr. No.	Description	Details of proposed RPTs regarding CGTL and SYTL
4	<p>Valuation or other external report, if any, relied upon by the listed entity in relation to the Proposed Transaction:</p> <p>The latest available valuation of the Trust’s portfolio has been undertaken by its independent valuer as of March 31, 2026, as set out in the valuation report issued by M/s. KPMG Valuation Services LLP (IBBI Registration Number: IBBI Reg. No. IBBI/RV-E/06/2020/115) dated May 14, 2026. NSE web-link: https://nsearchives.nseindia.com/corporate/IRBIT_14052026235048_ValuationReportMar2026.pdf</p>	
5	<p>Percentage of the aggregate value of the assets of Public InvIT that is represented by the value of the proposed RPT on a voluntary basis:</p> <p>Percentage: 25.22%</p>	
6	<p>Any other relevant information: All relevant information is considered.</p>	

The Unitholders are requested to note that in terms of the provisions of the InvIT Regulations, voting by any person who is a related party in Proposed Transaction as well as associates of such person(s) shall not be considered on the aforesaid resolution set forth in the notice.

The Board of the Trust’s Investment Manager recommends the aforesaid Resolution No. 2 set forth in the Notice for approval by the Unitholders with requisite majority in terms of Regulation 22 of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended.

None of the director(s) or key managerial personnel of the Trust’s Investment Manager (or their relatives) are interested in the above resolution.

None of the key managerial personnel or directors of IDBI Trusteeship Services Limited (the “Trustee”) are interested in the above resolution.

For IRB INFRASTRUCTURE TRUST

By Order of the Board

MMK Toll Road Private Limited

(in its capacity as the Investment Manager to IRB Infrastructure Trust)

Kaustubh Shevade

Company Secretary & Compliance Officer

Date: July 2, 2026

NOTES:

1. In view of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended (“SEBI InvIT Regulations”) and SEBI Master circular No. SEBI/HO/DDHS-PoD-2/P/ CIR/2025/102 dated July 11, 2025 (“SEBI Master Circular”), as amended, SEBI has allowed the Infrastructure Investment Trusts (InvITs) to conduct their meetings of the unitholders through Video Conferencing (VC) or Other Audio Visual Means (OAVM), without the physical presence of the unitholders at a common venue, subject to the fulfillment of conditions as specified in the SEBI Master Circular. In compliance with applicable provisions SEBI InvIT Regulations read with the SEBI Master Circular, the extraordinary meeting (EM) of the unitholders of IRB Infrastructure Trust (the “Trust”/“InvIT”) is being held through VC.
2. The Investment Manager, acting on behalf of the Trust, has enabled the Unitholders to participate in the EM through VC facility to be provided by the Investment Manager. At the scheduled time on the date of the EM, the unitholders are requested to click on the web-link which shall be provided separately to participate through Video Conference.

The Unitholders are requested to click on the said link to participate in the live proceedings of EM.
3. The facility of joining the EM through VC will be opened 15 minutes before the scheduled start-time of the EM and shall not be closed until 15 minutes after such scheduled time.
4. The EM Notice is being sent to the unitholders and all other persons so entitled electronically on their emails registered with Investment Manager, acting on behalf of the Trust or Depositories. The Notice calling EM has been uploaded on the Website of the Trust at www.irbinfratrust.co.in and website of National Stock Exchange of India Limited at www.nseindia.com
5. The Registrar and Transfer Agent for Unit Registry work of the Trust is KFin Technologies Limited having office at Selenium Tower B, Plot number 31-32, Gachibowli, Financial District, Nanakramguda, Hyderabad, Telangana – 500032.
6. The Investment Manager, acting on behalf of the Trust, has provided the facility to Unitholders to enable them to exercise their right to vote on the matters listed in the Notice by electronic means through remote e-voting through CDSL.
7. Since this EM is being held through VC, physical attendance of Unitholders has been dispensed with. Accordingly, the facility for appointment of proxies by the Unitholders will not be available for the EM and hence the Proxy Form and Attendance Slip are not annexed to this Notice.
8. Unitholders (such as companies or body corporates) intending to participate in the EM through their authorized representatives are required to send duly certified copy of their Board Resolution / Governing Body resolution / Authorisation letter, etc. by mailing a copy to email ID – irbinfrastructuretrust@irb.co.in / kaustubh.shevade@irb.co.in not less than 48 hours before EM.

9. The Unitholders whose email addresses are not registered with the Depositories can register by contacting their respective Depository Participant.
10. Those Unitholders who have not registered their e-mail addresses or have not received any communication regarding this EM for any reason whatsoever, may obtain the user ID and password by sending a request at kaustubh.shevade@irb.co.in
11. The Investment Manager, acting on behalf of the Trust, is providing a facility of remote e-voting to the Unitholders as on the **cut-off date**, being **Thursday, July 09, 2026**. For this purpose, the Investment Manager, acting on behalf of the Trust, has engaged services of Central Depository Services (India) Limited (CDSL) for providing e-Voting services.
 - Remote e-voting facility will be available on the website <https://www.evotingindia.com/> **from 9.00 AM (IST) on Monday, July 13, 2026 and ends at 05:00 PM (IST) on Wednesday, July 15, 2026**, after which the facility will be disabled by CDSL and remote e-voting shall not be allowed beyond the said date and time. The notice is also available on the website www.evotingindia.com and the website of the Trust - www.irbinfratrust.co.in. During this period, unitholders of the Trust, holding units in dematerialized form, as on the cut-off date of **Thursday, July 09, 2026**, shall eligible to cast their vote electronically.
 - The voting rights of Unitholders shall be in proportion to their units of the paid -up unit capital of the Trust as on the **cut-off date** being **Thursday, July 09, 2026**.
12. The Unitholders, who have cast their vote prior to the meeting by remote e-voting may also attend the meeting but shall not be entitled to vote again at the meeting. Once a vote is cast by unitholder, it shall not be allowed to alter it subsequently.
13. The Board of Directors of Investment Manager has appointed M/s. Kaushal Dalal & Associates, Practicing Company Secretaries as the Scrutinizer to scrutinize the e-voting process in a fair and transparent manner.
14. The Results shall be declared on or after the EM of the Trust and the resolutions will be deemed to be passed on the EM date subject to receipt of the requisite number of votes in favour of the Resolution(s).
15. The results declared shall be communicated to the Stock Exchanges and shall also be placed on the Trust's website www.irbinfratrust.co.in within two (2) days of passing of the resolutions at the EM of the Trust.

INSTRUCTIONS FOR UNITHOLDERS FOR REMOTE E-VOTING:

The details of the process and manner for remote e-voting are given below:

Unitholders would receive an email from the Investment Manager which will include details of Electronic Voting Sequence Number (EVSN).

1. The unitholders should log on to the e-voting website www.evotingindia.com.
2. Click on “Shareholders” module.
3. Now enter your User ID / Login ID
 - a. For CDSL: 16 digits beneficiary ID,
 - b. For NSDL: 8 Character DP ID followed by 8 Digits Client ID,
4. Next enter the Image Verification as displayed and Click on Login.
5. If you are holding shares/units in demat form and had logged on to www.evotingindia.com and voted on an earlier e-voting of any company, then your existing password is to be used.
6. If you are a first-time user:

	Non-Individual unitholders holding units in Demat.
PAN	Enter your 10 digit alpha-numeric *PAN issued by Income Tax Department
Dividend Bank Details OR Date of Birth (DOB)	Enter the Dividend Bank Details or Date of Birth (in dd/mm/yyyy format) as recorded in your demat account or in the Investment Manager records in order to login. If both the details are not recorded with the depository or Investment Manager, please enter the member id / folio number in the Dividend Bank details field.

7. After entering these details appropriately, click on “SUBMIT” tab.
8. Unitholders holding units in demat form will now reach ‘Password Creation’ menu wherein they are required to mandatorily enter their login password in the new password field. Kindly note that this password is to be also used by the demat holders for voting for resolutions of any other company on which they are eligible to vote, provided that company opts for e-voting through CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
9. Click on the EVSN for the **IRB INFRASTRUCTURE TRUST** on which you choose to vote.
10. On the voting page, you will see “RESOLUTION DESCRIPTION” and against the same the option “YES/NO” for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.
11. Click on the “RESOLUTIONS FILE LINK” if you wish to view the entire Resolution details.
12. After selecting the resolution, you have decided to vote on, click on “SUBMIT”. A confirmation box will be displayed. If you wish to confirm your vote, click on “OK”, else to change your vote, click on “CANCEL” and accordingly modify your vote.

13. Once you “CONFIRM” your vote on the resolution, you will not be allowed to modify your vote.
14. You can also take a print of the votes cast by clicking on “Click here to print” option on the Voting page.
15. If demat account holder has forgotten the login password then Enter the User ID and the image verification code and click on Forgot Password & enter the details as prompted by the system.
16. There is also an optional provision to upload BR/POA if any uploaded, which will be made available to scrutinizer for verification.
17. Non-Individual unitholders (i.e. other than Individuals, HUF, NRI etc.) and Custodians are required to log on to www.evotingindia.com and register themselves in the “Corporates” module.
18. A scanned copy of the Registration Form bearing the stamp and sign of the entity should be emailed to helpdesk.evoting@cDSLindia.com
19. After receiving the login details a Compliance User should be created using the admin login and password. The Compliance User would be able to link the account(s) for which they wish to vote on.
20. The list of accounts linked in the login will be mapped automatically & can be delink in case of any wrong mapping.
21. It is mandatory that, a scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favour of the Custodian, if any, should be uploaded in PDF format in the system for the scrutinizer to verify the same.
22. Alternatively Non Individual unitholders are required mandatory to send the relevant Board Resolution/ Authority letter etc. together with attested specimen signature of the duly authorized signatory who are authorized to vote, to the Investment Manager at the email address kaustubh.shevade@irb.co.in, if they have voted from individual tab & not uploaded same in the CDSL e-voting system for the scrutinizer to verify the same.

The instructions for e-Voting during the EM are as under (if required):

1. Only those Unitholders who will be present in the EM through VC/OAVM facility and have not cast their vote on the Resolutions through remote e-Voting and are otherwise not barred from doing so shall be eligible to vote through e-Voting system in the EM.
2. The procedure for e-Voting during the EM is same as the instructions mentioned above for remote e-Voting, since the Meeting is being held through VC.
3. Unitholders who have voted through Remote e-Voting will be eligible to attend the EM. However, they will not be eligible to vote at the EM.

Instructions for the Unitholders for attending the EM through Video Conference:

1. Unitholders may note that the ensuing EM of the Trust will be convened through VC in compliance with the SEBI InvIT Regulations and SEBI Master Circular. The facility to attend the meeting through VC will be provided by the Investment Manager, acting on behalf of the Trust.
2. A web-link for attending the EM through VC and access to other required documents to the Unitholders is being sent in the email dispatching the EM notice. On the date of EM at scheduled time, the Unitholders are requested to click on the said link to attend live proceedings of EM.
3. The facility of joining the EM through VC will open 15 minutes before the scheduled start-time of the EM.
4. Unitholders can participate in the EM through their desktops / smartphones / laptops etc. However, for better experience and smooth participation, it is advisable to join the meeting through desktops / laptops with high-speed internet connectivity.
5. Please note that participants will be required to grant access to the webcam to enable VC / OAVM. Further, the participants connecting from mobile devices or tablets or through laptop connecting via mobile hotspot may experience Audio/Video loss due to fluctuation in their respective network. It is therefore recommended to use stable Wi-Fi or LAN connection to mitigate any kind of aforesaid glitches.
6. Unitholders who would like to express their views/ask questions may post their queries/views/questions by sending email to kaustubh.shevade@irb.co.in by mentioning the name, demat account number/folio number, email ID, mobile number. The window shall remain active from 9.00 AM IST on Monday, July 13, 2026 up to 05:00 PM IST on Wednesday, July 15, 2026.
7. Unitholders who need assistance with the technology before or during the meeting, can contact the Compliance Officer on email ID: kaustubh.shevade@irb.co.in or call on Tel +91 22 6640 4200.

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