

August 13, 2024

To,
BSE Limited
Phiroze Jeejeebhoy Towers, Dalal Street
Mumbai - 400 001, Maharashtra, India

Sub.: Notice of Extra Ordinary General Meeting of Unitholders of Data Infrastructure Trust

Ref.: Data Infrastructure Trust (Scrip Code: 543225)

Dear Sir/Madam,

In terms of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, this is to inform you that the Extra Ordinary General Meeting No. 02/2024-25 ("EGM") of the Unitholders of Data Infrastructure Trust ("Trust") is scheduled to be held on Tuesday, September 3, 2024. Attached notice of the EGM dated August 13, 2024 has been sent to all the Unitholders of the Trust through electronic mode on August 13, 2024, by Data Link Investment Manager Private Limited (formerly known as BIP India Infra Projects Management Services Private Limited), acting in its capacity as the Investment Manager of the Trust.

Further, the same is also available on the website of the Trust i.e. www.datainfratrust.com.

Thanking you,

Yours faithfully,

For **Data Infrastructure Trust**

Data Link Investment Manager Private Limited
(formerly known as BIP India Infra Projects Management Services Private Limited)
(acting in its capacity as the Investment Manager of Data Infrastructure Trust)



Farah Irani
Compliance Officer

CC:

Axis Trustee Services Limited ("Trustee of the Trust") Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai - 400 025	Catalyst Trusteeship Limited ("Debenture Trustee") Unit No. 901, 9 th Floor, Tower – B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai- 400 013
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Encl: a/a

Registered Office:
Unit 1, 9th Floor, Tower 4,
Equinox Business Park,
LBS Marg, Kurla (W), Mumbai – 400 070

CIN: U74999MH2017FTC303003

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DATA INFRASTRUCTURE TRUST

SEBI Registration number: IN/InvIT/18-19/0009

Principal Place of Business: Unit 1, 9th Floor, Tower 4, Equinox Business Park, LBS Marg, Kurla (West),
Mumbai - 400 070, Maharashtra, India; Tel: +91 22 69075252

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UNITHOLDER NOTICE

Notice is hereby given that an extraordinary general meeting (“EGM”) No. 02/2024-25 of the unitholders (“Unitholders”) of Data Infrastructure Trust (“Data InvIT” or “Trust”) will be held on Tuesday, September 3, 2024 at 10:00 a.m. (IST) through video conferencing (“VC”) /other audio visual means (“OAVM”), to transact the following business:

ITEM NO. 1: APPROVAL FOR THE ACQUISITION OF ATC TELECOM INFRASTRUCTURE PRIVATE LIMITED

To consider and, if thought fit, to pass with or without modification(s), the following resolution by way of approval such that the votes cast in favor of the resolution are more than the votes cast against the resolution in terms of Regulation 22(4) of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014 and the circulars, clarifications, guidelines and notifications issued thereunder, each as amended from time to time:

“RESOLVED THAT pursuant to the provisions of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014 and the circulars, clarifications, guidelines and notifications issued thereunder, each as amended from time to time (the “InvIT Regulations”) and any other applicable law in force for the time being, any approvals, consents, permissions or sanctions from any government, statutory or regulatory authorities (“Governmental Authority”), including any conditions and modifications as may be prescribed, stipulated or imposed by any Governmental Authority while granting such approvals, consents, permissions and/or sanctions, which may be agreed to by the board of directors of Data Link Investment Manager Private Limited, Investment Manager of Data Infrastructure Trust (“Trust”) and the terms of the Indenture of Trust dated January 31, 2019, as amended and the Investment Management Agreement dated December 7, 2023 as amended (“Investment Management Agreement”), the consent, authority and approval of the unitholders of the Trust (“Unitholders”) is hereby granted for the acquisition of ATC Telecom Infrastructure Private Limited (“ATC India”) through the acquisition of 100% of ATC India for cash consideration at an enterprise value of approximately INR 165 billion (subject to pre-closing terms), in one or more tranches, in accordance with the securities purchase agreement dated January 4, 2024, as amended, entered into by and amongst ATC Asia Pacific Pte. Ltd., the Trust (acting through the Investment Manager), ATC India and American Tower International, Inc. and on such other terms and conditions as may be finalized by the Board and the finalization of all matters incidental thereto as the Board in its absolute discretion may deem fit.

RESOLVED FURTHER THAT the board of directors of the Investment Manager (“Board”, which term shall be deemed to include any committee which the Board has duly constituted or may hereinafter duly constitute to exercise its powers including the powers conferred by this resolution) 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 to be in the best interest of the Trust, including to negotiate and finalize the terms and conditions of any agreements, deeds, letters, undertakings and any other transaction agreements as specified in the securities purchase agreement or otherwise in relation to the above transaction, including a project management agreement, a shareholder loan agreement and any amendments, supplements or modifications to such documents, as applicable or appropriate, to complete the above proposed acquisition(s) in one or a series of tranches relating to various components, and in relation to the above transactions, to sign, execute, amend, deliver and terminate any agreements,

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memoranda, documents, letters, deeds or instruments as may be required in this regard, as well as amendments or supplements, 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, 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 from time to time 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.

RESOLVED FURTHER THAT all actions taken by the Board or committees or officers authorized pursuant to the above resolution, duly constituted for this purpose in connection with any matters referred to or contemplated in the foregoing resolutions be and are hereby approved, ratified and confirmed in all respects.”

ITEM NO. 2: APPROVAL FOR A PREFERENTIAL ISSUE OF UP TO 444,400,000 UNITS

To consider and, if thought fit, to pass with or without modification(s), the following resolution by way of approval such that the votes cast in favor of the resolution are atleast one-and-a-half times the votes cast against the resolution in terms of Regulation 22(5) of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014 and the circulars, clarifications, guidelines and notifications issued thereunder, each as amended from time to time:

“**RESOLVED THAT** pursuant to the provisions of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014 and the circulars, clarifications, guidelines and notifications issued thereunder, each as amended from time to time (the “**InvIT Regulations**”) and the provisions in relation to preferential issue in Chapter 7 of the Master Circular for Infrastructure Investment Trusts (InvITs) on guidelines for preferential issue of units and institutional placement of units by listed InvITs issued by the Securities and Exchange Board of India (the “**SEBI**” and such circular, as amended or clarified from time to time, the “**Master Circular**”) and any other applicable provisions under the InvIT Regulations, the terms of the Indenture of Trust dated January 31, 2019, as amended (the “**Indenture of Trust**”) and the Investment Management Agreement dated December 7, 2023, as amended (“**Investment Management Agreement**”), the applicable provisions of the Foreign Exchange Management Act, 1999 and the rules and regulations issued thereunder, including, the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 and such other applicable rules, regulations, guidelines, notifications, clarifications and circulars issued by the Government of India, the Reserve Bank of India, the SEBI, the BSE Limited (the “**Stock Exchange**”), and any other regulatory or statutory authorities under any other applicable law, each as amended or clarified from time to time (such authorities, “**Governmental Authorities**”, and such law, “**Applicable Law**”), to the extent applicable and subject to the terms, conditions, modifications, consents, sanctions and approvals of the Governmental Authorities as may be necessary and which may be agreed to by the board of directors of Data Link Investment Manager Private Limited, the Investment Manager of Data Infrastructure Trust (the “**Trust**”), the consent of the Unitholders be and is hereby accorded to the Investment Manager

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to create, make invitations to offer, offer, issue and allot, in one or more allotments, up to 444,400,000 units of the Trust (“Units”) at an issue price of INR 150.00 per Unit, i.e. a price higher than the floor price determined as per the requirements of paragraph 7.5.A of Chapter 7 of the Master Circular (the “Preferential Issue Floor Price”) to the entities listed below (the “Allottees”) on a preferential basis (the “Preferential Issue”) in the following manner:

S. No.	Name of the Allottee	Sponsor/Non-Sponsor	No. of Units	Issue Price per Unit (INR)	Aggregate Amount (INR)
1.	Project Holdings Nine (DIFC) Limited	Sponsor	275,000,000	150.00	41,250,000,000.00
2.	Anahera Investment Pte. Ltd	Non-Sponsor	111,600,000	150.00	16,740,000,000.00
3.	BCI IRR India Holdings Limited Partnership	Non-Sponsor	1,400,000	150.00	210,000,000.00
4.	BCI IRR India Holdings Inc.	Non-Sponsor	56,400,000	150.00	8,460,000,000.00
	Total		44,44,00,000		66,660,000,000.00

RESOLVED FURTHER THAT in case of issue and allotment of Units by way of the Preferential Issue in terms of the Master Circular:

- the Units shall be allotted in dematerialized form only, within 15 days from the date of this resolution, provided that in case the approval of any regulatory, governmental or statutory body/agency is required, the period of 15 days will commence from the date of receipt of approval from such regulatory, governmental or statutory body/agency;
- the Units shall rank *pari passu* in all respects including entitlement to distributions, voting rights or otherwise, with the existing Units of the Trust as may be provided under the terms of issue and in accordance with the placement document(s);
- the Units to be created, issued, offered and allotted shall be subject to the provisions of the Indenture of Trust and the Investment Management Agreement of the Trust;
- no partly paid-up Units shall be issued/allotted; and
- the relevant date for purposes of determining the price of the Units to be issued shall be the date 30 days prior to September 3, 2024, i.e. the date on which this meeting of the Unitholders is to be held to consider the Preferential Issue in accordance with the Master Circular. Since the relevant date falls on a weekend, the day preceding the weekend i.e. August 2, 2024, is considered as the relevant date.

RESOLVED FURTHER THAT the Units allotted to the Allottees pursuant to the Preferential Issue and the entire pre-Preferential Issue unitholding of the Allottees, if any, shall be locked-in for such time period as prescribed under InvIT Regulations and the Master Circular.

RESOLVED FURTHER THAT the board of directors of the Investment Manager (“Board”, which term shall be deemed to include any committee which the Board has duly constituted or may hereinafter duly constitute to exercise its powers including the powers conferred by this resolution) be and is hereby authorized on behalf of the Trust to do all acts, deeds, things, and matters, including sub-delegation of all,

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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 to be in the best interest of the Trust, for the purpose of giving effect to any invitation to offer, offer, issue or allotment of Units, including without limitation, to apply for in-principle and final listing and trading approvals from the Stock Exchange for the listing of the Units proposed to be issued pursuant to the Preferential Issue, finalize terms and conditions for issuance of Units, issue price and discounts permitted under Applicable Law, timing for issuance of such Units and shall be entitled to vary, modify or alter any of the terms and conditions as it may deem expedient, entering into and executing arrangements with placement agents, legal advisors, depositories, custodians, registrars, escrow agents and executing other agreements, including any amendments or supplements thereto, as necessary or appropriate and to finalize, approve or issue any documents or agreements, making applications to Governmental Authorities as may be required, making applications for consent to such third parties as may be determined by the Board in its absolute discretion and sign all deeds, documents and writings and to pay any fees, commission, remuneration and expenses relating thereto and with power on behalf of the Trust to settle all questions, difficulties or doubts that may arise in regard to the invitation to offer, issue, offer or allotment of Units and take all steps which are incidental and ancillary in this connection, as it may in its absolute discretion deem fit 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.

RESOLVED FURTHER THAT all actions taken by the Board authorized pursuant to the above resolution in connection with any matters referred to or contemplated in the foregoing resolution be and are hereby approved, ratified and confirmed in all respects.”

ITEM NO. 3: APPROVAL FOR REVISION IN FEES PAYABLE TO INVESTMENT MANAGER UNDER THE INVESTMENT MANAGEMENT AGREEMENT

To consider and, if thought fit, to pass with or without modification(s), the following resolution by way of approval such that the votes cast in favor of the resolution are at least one-and-a-half times the votes cast against the resolution in terms of Regulation 22(5) of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014 and the circulars, clarifications, guidelines and notifications issued thereunder, each as amended from time to time:

“**RESOLVED THAT** pursuant to the provisions of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014 and the circulars, clarifications, guidelines and notifications issued thereunder, each as amended from time to time (the “**InvIT Regulations**”) and any other applicable laws in force for the time being, any approvals, consents, permissions or sanctions from any government, statutory or regulatory authorities (“**Governmental Authority**”), including any conditions and modifications as may be prescribed, stipulated or imposed by any Governmental Authority while granting such approvals, consents, permissions and/or sanctions, which may be agreed to by the board of directors of Data Link Investment Manager Private Limited, Investment Manager of Data Infrastructure Trust (“**Trust**”) and the terms of the Indenture of Trust dated January 31, 2019, as amended, and Clause 7.1.3 of the investment management agreement entered into between Axis Trustee Services Limited (on behalf of the Trust) and the Investment Manager dated December 7, 2023, as amended (the “**Investment Management Agreement**”), authority and approval of the unitholders of the Trust (“**Unitholders**”) is hereby accorded to amend the fees payable to the Investment Manager under the Investment Management Agreement for the investment management services rendered to the Trust, such that, with

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effect from the date of acquisition of ATC Telecom Infrastructure Private Limited by the Trust, the Investment Manager shall be paid management fees monthly, calculated in the following manner: a base amount of INR 2,500,000 payable by the Trust and a variable amount of (the cost of services (as may be mutually agreed among the relevant parties) + 10%) payable by the SPVs/Holdcos in such proportion among the SPVs/Holdcos as may be determined from time to time (the **“Management Fees”**), in the manner agreed among the parties to the Investment Management Agreement, and amendments to the Investment Management Agreement in this regard.

RESOLVED FURTHER THAT that Clause 7.1.1 of the Investment Management Agreement shall stand substituted with the following clause:

*“7.1.1 In consideration of the services to be rendered by the Investment Manager in accordance with and subject to the terms of this Agreement, the Investment Manager shall be paid management fees monthly, calculated in the following manner: a base amount of INR 2,500,000 payable by the Trust and a variable amount of (the cost of services (as may be mutually agreed among the relevant parties) + 10%) payable by the SPVs/Holdcos in such proportion among the SPVs/Holdcos as may be determined from time to time (the **“Management Fees”**). The Trust and SPVs/Holdcos shall bear any goods and services tax payable on the Management Fees and any other payments made to the Investment Manager under this Agreement. The payment of Management Fees shall also be subject to the withholding of applicable taxes, subject to, in accordance with and in manner set out under Applicable Law.”*

RESOLVED FURTHER THAT the proposed amendments to the Investment Manager Agreement as set out below are hereby approved:

Clause no.	Original Provision	Amended Provision
1.1	<i>““Brookfield Sponsor” shall mean BIF IV Jarvis India Pte. Ltd., having registration number as 201917610H and having its registered office at Income at Raffles, 16 Collyer Quay, #19-00, Singapore 049318;”</i>	With effect from May 16, 2024, all references to “Brookfield Sponsor” under the Investment Management Agreement shall be read as “Brookfield Sponsor I”. <i>““Brookfield Sponsor I” shall mean BIF IV Jarvis India Pte. Ltd., having registration number as 201917610H and having its registered office at Income at Raffles, 16 Collyer Quay, #19-00, Singapore 049318;”</i>
1.1	-	With effect from May 16, 2024, the following definition shall stand included under Clause 1.1 of the Investment Management Agreement, after the definition of “Brookfield Sponsor I” and before the definition of “Business Day”: <i>““Brookfield Sponsor II” shall mean Project Holdings Nine (DIFC) Limited, with its office at Unit L24-00, Level 24, ICD Brookfield Place, Dubai International</i>

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		<i>Finance Centre, UAE;”</i>
1.1	<i>““Holdco” shall have the meaning ascribed to such term in the InvIT Regulations and shall include Holdco 1;”</i>	<i>““Holdco” shall have the meaning ascribed to such term in the InvIT Regulations and shall include Holdco 1 and any other Holdcos of the Trust from time to time;”</i>
1.1	<i>““Project Management Agreements” shall mean the project implementation and management agreements entered into in relation to the Holdco(s) and SPV(s) from time to time, and shall include (i) the project implementation and management agreement dated January 13, 2020 entered into between the Trustee, Infinite India , the JIMSL Project Manager and SPV 1 pursuant to which the JIMSL Project Manager would be required to undertake operations and management of such SPV 1; (ii) the amended and re-stated project implementation and management agreement dated September 21, 2023 entered into between the Trustee, BIIMPL, the Jarvis Project Manager, Holdco 1 and SPV 2 pursuant to which the Project Manager would be required to undertake operations and management of Holdco 1 and SPV 2; and (iii) the project implementation and management agreement dated September 13, 2023 entered into between the Trustee, BIIMPL, the Jarvis Project Manager and SPV 3 pursuant to which the Project Manager would be required to undertake operations and management of SPV 3;”</i>	<i>““Project Management Agreements” shall mean the project implementation and management agreements entered into in relation to the Holdco(s) and SPV(s) from time to time, and shall include (i) the project implementation and management agreement dated January 13, 2020 entered into between the Trustee, Infinite India , the JIMSL Project Manager and SPV 1 pursuant to which the JIMSL Project Manager would be required to undertake operations and management of such SPV 1; (ii) the amended and re-stated project implementation and management agreement dated September 21, 2023 entered into between the Trustee, BIIMPL, the Jarvis Project Manager, Holdco 1 and SPV 2 pursuant to which the Project Manager would be required to undertake operations and management of Holdco 1 and SPV 2; (iii) the project implementation and management agreement dated September 13, 2023 entered into between the Trustee, BIIMPL, the Jarvis Project Manager and SPV 3 pursuant to which the Project Manager would be required to undertake operations and management of SPV 3; and (iv) the project implementation and management agreement among the Trustee, Investment Manager, the Jarvis Project Manager and SPV 4 pursuant to which the Project Manager would be required to undertake operations and management of SPV 4;”</i>
1.1	<i>““Sponsor” shall have the meaning ascribed to such term in the InvIT Regulations and as of September 30, 2023, includes the Brookfield Sponsor and the Reliance Sponsor;”</i>	With effect from May 16, 2024, the definition of “Sponsor” under Clause 1.1 of the Investment Management Agreement shall stand replaced as follows:

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		<p><i>““Sponsor” shall have the meaning ascribed to such term in the InvIT Regulations and currently comprises Brookfield Sponsor I, Brookfield Sponsor II and the Reliance Sponsor;”</i></p>
1.1	<p><i>““SPV” shall have the meaning ascribed to such term in the InvIT Regulations and includes SPV 1, SPV 2 and SPV 3;”</i></p>	<p><i>““SPV” shall have the meaning ascribed to such term in the InvIT Regulations and includes SPV 1, SPV 2, SPV 3 and SPV 4 and any other SPVs of the Trust from time to time;”</i></p>
1.1	-	<p>The following definition shall stand included under Clause 1.1 of the Investment Management Agreement, after “SPV 3” and before “Stock Exchange”:</p> <p><i>““SPV 4” shall mean ATC Telecom Infrastructure Private Limited, a company registered under the Companies Act, 1956, currently having corporate identity number U74110MH2004PTC289328 and having its registered office at 404, 4th Floor, Skyline Icon, Andheri Kurla Road, Andheri East, Mumbai 400 059, Maharashtra, India;”</i></p>
1.2	<p><i>“1.2.12 in case of any inconsistency between the terms of this Agreement and the InvIT Regulations, the terms of the InvIT Regulations shall prevail. Further, in the event that the InvIT Regulations are amended or updated after the date of this Agreement, then it will be deemed that such amendments or updations are incorporated in this Agreement and no further amendments will need to be made to this Agreement to incorporate such amendments or updations; and</i></p> <p><i>1.2.13 unless specified otherwise, words and expressions used in this Agreement and not defined specifically in this Agreement shall have the same meanings respectively assigned to them under the other InvIT Documents.”</i></p>	<p><i>“1.2.12 in case of any inconsistency between the terms of this Agreement and the InvIT Regulations, the terms of the InvIT Regulations shall prevail. Further, in the event that the InvIT Regulations are amended or updated after the date of this Agreement, then it will be deemed that such amendments or updations are incorporated in this Agreement and no further amendments will need to be made to this Agreement to incorporate such amendments or updations; and</i></p> <p><i>1.2.13 the names, corporate identity number and registered office/office details of the SPVs, the Holdcos and the Sponsors shall stand automatically updated in case of any updates to such information without any amendment or further action</i></p>

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		<p><i>required by the Parties to this Agreement; and</i></p> <p><i>1.2.14 unless specified otherwise, words and expressions used in this Agreement and not defined specifically in this Agreement shall have the same meanings respectively assigned to them under the other InvIT Documents.”</i></p>
7.1.1	<p><i>“In consideration of the services to be rendered by the Investment Manager in accordance with and subject to the terms of this Agreement, the Investment Manager shall be paid management fees of Rs. 2,000,000 (Rupees Two Million) per month from the Trust (“Management Fees”), which Management Fees shall be exclusive of all or any taxes, duties and other statutory levies, if any, payable thereon. The Trust shall bear any goods and services tax payable on the Management Fees and any other payments made to the Investment Manager under this Agreement, provided that the Investment Manager shall be liable to pay income tax on such Management Fees and payments. The payment of Management Fees however, will be subject to the withholding of applicable taxes, in accordance with and in manner set out under Applicable Law.”</i></p>	<p><i>“In consideration of the services to be rendered by the Investment Manager in accordance with and subject to the terms of this Agreement, the Investment Manager shall be paid management fees monthly, calculated in the following manner: a base amount of INR 2,500,000 payable by the Trust and a variable amount of (the cost of services (as may be mutually agreed among the relevant parties) + 10%) payable by the SPVs/Holdcos in such proportion among the SPVs/Holdcos as may be determined from time to time (the “Management Fees”). The Trust and SPVs/Holdcos shall bear any goods and services tax payable on the Management Fees and any other payments made to the Investment Manager under this Agreement. The payment of Management Fees shall also be subject to the withholding of applicable taxes, subject to, in accordance with and in manner set out under Applicable Law.”</i></p>

RESOLVED FURTHER THAT the board of directors of the Investment Manager (“**Board**”, which term shall be deemed to include any committee which the Board has duly constituted or may hereinafter duly constitute to exercise its powers including the powers conferred by this resolution) 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 to be in the best interest of the Trust, including to negotiate and finalize the terms and conditions of any agreements, deeds, letters, undertakings and any other transaction agreements in relation to the above and to sign, execute, amend, deliver and terminate any agreements, memoranda, documents, letters, deeds or instruments as may be required in this regard, as well as amendments or supplements, 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

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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 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 from time to time 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.

RESOLVED FURTHER THAT all actions taken by the Board or committees or officers authorized pursuant to the above resolution, duly constituted for this purpose in connection with any matters referred to or contemplated in the foregoing resolutions be and are hereby approved, ratified and confirmed in all respects."

For **Data Infrastructure Trust**

By order of the Board of Data Link Investment Manager Private Limited

(formerly known as BIP India Infra Projects Management Services Private Limited)

(acting in its capacity as the Investment Manager of Data Infrastructure Trust)

Name: Farah Irani

Designation: Company Secretary and Compliance Officer

Date: August 13, 2024

Place: Mumbai

Principal Place of Business and Contact Details of the InvIT:

Unit No. 1, 9th Floor, Tower 4

Equinox Business Park

LBS Marg, Kurla (West)

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NOTES:

1. Securities and Exchange Board of India (“SEBI”) vide Master circular bearing reference no. SEBI/HO/DDHS-PoD-2/P/CIR/2024/44 dated May 15, 2024, read with the SEBI (Infrastructure Investment Trusts) Regulations, 2014, as amended (“SEBI InvIT Regulations”) has permitted holding of general meetings, including Extra-Ordinary General Meeting (“EGM/Meeting”) of unitholders of infrastructure investment trusts through Video Conferencing (“VC”)/Other Audio-Visual Mode (“OAVM”). In compliance with the provisions of the SEBI InvIT Regulations and SEBI Master Circular, the EGM of the Unitholders of Data Infrastructure Trust ("Data InvIT/Trust") is proposed to be held on Tuesday, September 3, 2024 through VC/OAVM to transact the aforesaid businesses. The Notice is being issued to Unitholders in compliance with Regulation 22(2)(c) of the SEBI InvIT Regulations. The deemed venue for the EGM shall be the Principal Place of Business of the Trust.

Since this Meeting is being held through VC, Route Map for the venue is not annexed to this Notice.

2. **Generally, a Unitholder entitled to attend and vote at the unitholders' meeting is entitled to appoint a proxy to attend and vote in the meeting, and such proxy need not be a unitholder of the Trust.** Since the EGM is being held through VC/OAVM pursuant to the SEBI Circular, physical attendance of Unitholders has been dispensed with. Accordingly, the facility for appointment of proxies by the Unitholders will not be available for the EGM and hence the Proxy Form and Attendance Slip are not annexed hereto.
3. The Unitholders will receive a web-link on their registered e-mail ids, for attending the EGM. The said link will also be available at NSDL i.e. www.evoting.nsdl.com. The Unitholders are requested to click on the said link, available against the name of the Trust, to attend live proceedings of the EGM.
4. The relevant documents referred to in the Notice will be available electronically for inspection by the Unitholders by writing to the Trust at secretarial@summitdigitel.com on all working days (i.e. all days except Saturdays, Sundays and Public Holidays) between 11.00 a.m. and 1.00 p.m. upto the date of the Meeting. The aforesaid documents will also be available for inspection by the Unitholders at the Meeting.
5. Unitholders (such as companies or body corporates) intending to attend the meeting through VC and participate thereat, are requested to send their authorized representative(s) to the Trust at email id secretarial@summitdigitel.com, a certified true copy of the relevant board resolution/power of attorney, authorizing their representatives to attend and vote on their behalf at the Meeting, as per the procedure detailed in “Annexure I”, at least 1 hour before commencement of the Meeting i.e. 09.00 a.m. on Tuesday, September 3, 2024.
6. Attendance of Unitholder through VC shall be counted for the purpose of quorum.

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7. In line with the aforesaid SEBI Master Circular, the Notice calling the Meeting will be placed on the website of the Trust and will also be filed with BSE Limited and made available on the website of NSDL i.e. www.evoting.nsdl.com.
8. In case of joint holders attending the meeting, only such joint holder who is higher in the order of names will be entitled to vote at the Meeting.
9. NSDL will be providing facility for voting through remote e-Voting and for e-Voting during the EGM.
10. Only those Unitholders, who will be present at the EGM through VC/OAVM and have not casted 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 at the EGM.
11. The Unitholders who have casted their vote by remote e-Voting prior to the EGM may also participate in the EGM through VC/OAVM but shall not be entitled to cast their vote again. Detailed instructions for e-Voting are attached as “Annexure I” to this Notice.
12. The Investment Manager has appointed Mr. Jatin Prabhakar Patil (FCS - 7282/ COP - 7954), Partner, Mayekar & Associates, Practicing Company Secretaries (Firm U.I.N. -P2005MH007400) as the Scrutinizer to scrutinize the entire voting process i.e. remote e-Voting and e-Voting at the Meeting, in a fair and transparent manner.
13. The Scrutinizer will, immediately after the conclusion of voting at the Meeting, first count the votes casted at the Meeting, thereafter count the votes casted through remote e-Voting by the Unitholders till Monday, September 2, 2024 and submit his report to the Investment Manager.
14. The result of the voting will be announced by the Investment Manager and will also be displayed on the website of the Trust i.e. www.datainfratrust.com, besides being communicated to the stock exchange on or before Thursday, September 5, 2024.
15. Unitholders who would like to express their views/ask questions are requested to email their queries/views/questions, if any, to the Compliance Officer on secretarial@summitdigitel.com by mentioning the name, demat account number, email id, mobile number, at least 10 days prior to the Meeting to enable the Investment Manager to provide the required information.
16. The notice is being sent to the Unitholders holding units as on Friday, August 9, 2024. Further, the Unitholders holding units as on Tuesday, August 27, 2024 are entitled to cast their vote.
17. Any non-individual unitholders, who acquires units of the Trust and becomes Unitholder of the Trust after the notice is sent through e-mail and holding units as of the cut-off date i.e. Tuesday, August 27, 2024, may obtain the login ID and password by sending a request at evoting@nsdl.com or the Trust/RTA. However, if you are already registered with NSDL for remote e-voting, then you can use your existing user ID and password for casting your vote. If you forgot your password, you

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can reset your password by using “Forgot User Details/ Password” or “Physical User Reset Password” option available on www.evoting.nsdl.com or call on toll free no. 022 48867000. In case of Individual Unitholders holding securities in demat mode who acquires units of the Trust and becomes a Unitholder of the Trust after sending of the Notice and holding Units as of the cut-off date i.e. Tuesday, August 27, 2024, may follow steps mentioned in the Notice of the EGM under “Access to NSDL e-Voting system”.

18. Unitholders are requested to address all correspondence, including distribution matters, to the Registrar and Unit Transfer Agent (“RTA”) of the Trust, M/s. KFin Technologies Limited (Unit: Data Infrastructure Trust) at support.datainfratrust@kfintech.com or Selenium Tower B, Plot Nos. 31 & 32, Financial District, Nanakramguda, Serilingampally Mandal, Hyderabad-500 032, India or write to the Trust at secretarial@summitdigitel.com.
19. The Unitholders can join the EGM through VC/OAVM mode 15 minutes before and after the scheduled time of the commencement of the Meeting by following the procedure mentioned in this Notice. The facility of participation at the EGM through VC/OAVM will be made available for all Unitholders. Detailed instructions to attend and participate at the Meeting through VC/OAVM is attached as “Annexure I” to this Notice.
20. Unitholder(s), holding securities in demat mode, are requested to update/intimate all changes, if any, pertaining to their bank details such as name of the bank and branch address, bank account number, IFSC Code, Permanent Account Number (PAN), nominations, change of address, email address, contact numbers, mobile number, etc., to their Depository Participant (DP).

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EXPLANATORY STATEMENT

ITEM NO. 1: APPROVAL FOR THE ACQUISITION OF ATC TELECOM INFRASTRUCTURE PRIVATE LIMITED

Data Infrastructure Trust (“**Data InvIT**” or “**Trust**”) (acting through its investment manager, Data Link Investment Manager Private Limited (formerly known as BIP India Infra Projects Management Services Private Limited) (“**Investment Manager**” or “**Company**”) entered into a securities purchase agreement dated January 4, 2024, as amended, with ATC Asia Pacific Pte. Ltd., ATC Telecom Infrastructure Private Limited (“**ATC India**”) and American Tower International, Inc. for the acquisition of 100% of ATC India, for cash consideration, at an enterprise value of approximately INR 165 billion (subject to pre-closing terms). The closing of the transaction is subject to the receipt of conditions precedent (including the receipt of all applicable regulatory approvals).

ATC India constitutes American Tower’s operations in India and has a high-quality portfolio of approximately 78,000 sites across India. The acquisition is expected to complement the Trust’s existing business and enhance value for the unitholders and other stakeholders of the Trust.

As per Regulation 22(4)(b) of the InvIT Regulations, approval of the unitholders is required for any transaction, other than borrowing, the value of which is equal to or exceeds 25% of the value of the Trust assets. The acquisition value of ATC India exceeds 25% of the value of the Trust’s assets as of March 31, 2024. Accordingly, the approval of the unitholders of the Trust is being sought for the acquisition and all matters incidental thereto.

None of the directors of the Investment Manager are interested in the resolution.

The board of directors of the Investment Manager recommends the resolution set forth at Item No. 1 for the approval of the unitholders by way of approval such that the votes cast in favor of the resolution exceed the votes cast against the resolution.

ITEM NO. 2: APPROVAL FOR A PREFERENTIAL ISSUE OF UP TO 444,400,000 UNITS

The Trust proposes to issue new units (“**Units**”) through a preferential issue of Units (“**Preferential Issue**”) to Project Holdings Nine (DIFC) Limited, Anahera Investment Pte. Ltd, BCI IRR India Holdings Limited Partnership and BCI IRR India Holdings Inc. (“**Allottees**”) on a preferential basis, subject to and in accordance with the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014 and the circulars, guidelines, notifications and clarifications issued thereunder, each as amended from time to time (“**InvIT Regulations**”), including the Master Circular for Infrastructure Investment Trusts (InvITs) dated May 15, 2024 (“**Master Circular**”) as amended, issued by the Securities and Exchange Board of India (“**SEBI**”).

None of the proposed Allottees or the Sponsor Group have sold or transferred any units of the Trust during the 90 trading days preceding the relevant date, i.e. August 2, 2024. Further, there has been no change in the holding of the proposed Allottees from the relevant date till the date of this notice.

Pursuant to paragraph 7.2.1 of the Master Circular, a resolution of the unitholders approving the Preferential Issue is required in accordance with Regulation 22(5) of the InvIT Regulations.

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Since the Units of the Trust are considered as frequently traded as per the Master Circular, the floor price for the Preferential Issue has been calculated on the basis of the higher of the average of the weekly high and low of the volume weighted average price of the Units during (i) the 90 trading days preceding the relevant date; or (ii) the 10 trading days preceding the relevant date, and has been arrived at INR 146.02. The issue price of INR 150.00 for the Preferential Issue is above the floor price.

The information as required under paragraph 7.4.1 of the Master Circular is set out below:

- Objects of the Issue:** The proceeds of the Preferential Issue of Units to the Allottees are proposed to be utilized towards:
 - payment of partial consideration for the acquisition of ATC India by the Trust;
 - partial or full repayment or pre-payment of the outstanding borrowings of the Trust, its SPVs (including ATC India, upon the completion of the acquisition) and/or HoldCos (collectively, the “**Portfolio**”) and creation of reserves or security in connection with outstanding borrowings of the Trust (including financing obtained in relation to the acquisition of ATC India) or its Portfolio; and
 - transaction expenses.
- NAV of the InvIT as of March 31, 2024:** INR 124.15 per Unit
- Maximum number of units to be issued:** Up to 444,400,000 Units
- Intent of the parties to the InvIT, their directors to subscribe to the issue:** The Investment Manager, Axis Trustee Services Limited (the “**Trustee**”), BIF IV Jarvis India Pte. Ltd. (“**Brookfield Sponsor I**”), Reliance Industrial Investments and Holdings Private Limited (“**Reliance Sponsor**”), Jarvis Data-Infra Project Manager Private Limited and Jio Infrastructure Management Services Limited (“**Project Managers**”) will not receive any Units in the Preferential Issue. Further, none of the directors or the key managerial personnel of any of the parties to the Trust will receive any Units in the Preferential Issue.

Project Holdings Nine (DIFC) Limited (“**Brookfield Sponsor II**”), a sponsor of the Trust, intends to subscribe to the Units in the Preferential Issue.

- Unitholding pattern of the InvIT:**

Pre-Preferential Issue Unitholding Pattern as of June 30, 2024

Category	Category of Unitholders	Number of Units held	As a percentage of total outstanding Units (%)
(A)	Sponsor(s) / Investment Manager / Project Manager(s) and their associates/related parties		
(1)	Indian	-	-
(a)	Individuals or HUF	-	-

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(b)	Central government or state government	-	-
(c)	Financial Institutions Banks	-	-
(d)	Any other (Specify)	-	-
	Sub- Total (A)(1)	-	-
(2)	Foreign		
(a)	Individuals (non-resident Indians or foreign individuals)	-	-
(b)	Foreign government	-	-
(c)	Institutions	-	-
(d)	Foreign portfolio investors	-	-
(d)	Any Other (specify)		
(i)	Foreign body corporate (BIF IV Jarvis India Pte. Ltd.)*	1,51,92,00,000	58.36
	Sub- Total (A)(2)	1,51,92,00,000	58.36
	Total unit holding of Sponsor & Sponsor Group (A) = (A)(1)+(A)(2)	1,51,92,00,000	58.36
(B)	Public Holding		
(1)	Institutions		
(a)	Mutual Funds	2,10,00,000	0.81
(b)	Financial Institutions or Banks	-	-
(c)	Central government or state government	-	-
(d)	Venture capital funds	-	-
(e)	Insurance companies	34,00,000	0.13
(f)	Provident or pension funds	-	-
(g)	Foreign portfolio investors	69,34,00,000	26.64
(h)	Foreign venture capital investors	-	-
(i)	Foreign Body	24,14,00,000	9.27
	Alternative investment fund	42,00,000	0.17
	Sub-Total (B)(1)	96,34,00,000	37.02
(2)	Non-Institutions		
(a)	Central government or state governments or president of India	-	-
(b)	Individuals	68,00,000	0.26
(c)	NBFCs registered with RBI	-	-
(d)	Any Other (specify)		
	Clearing Member	-	0.00
	Non Resident Indians	2,00,000	0.01
(i)	Bodies Corporates	11,34,00,000	4.35
	Sub-Total (B)(2)	12,04,00,000	4.62
	Total Public Unit holding (B) = (B)(1)+(B)(2)	1,08,38,00,000	41.64
	Total Units Outstanding (C) = (A) + (B)	2,60,30,00,000	100.00

*No units have been pledged or otherwise encumbered by the Sponsor(s) or the Sponsor group(s).

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Post- Preferential Issue Unitholding Pattern

Category	Category of Unitholders	Number of Units held	As a percentage of total outstanding Units (%)
(A)	Sponsor(s) / Investment Manager / Project Manager(s) and their associates/related parties		
(1)	Indian	-	-
(a)	Individuals or HUF	-	-
(b)	Central government or state government	-	-
(c)	Financial Institutions Banks	-	-
(d)	Any other (Specify)	-	-
	Sub- Total (A)(1)	-	-
(2)	Foreign		
(a)	Individuals (non-resident Indians or foreign individuals)	-	-
(b)	Foreign government	-	-
(c)	Institutions	-	-
(d)	Foreign portfolio investors	-	-
(d)	Any Other (specify)		
(i)	Foreign body corporate (BIF IV Jarvis India Pte. Ltd.)	1,51,92,00,000	49.85
	Project Holdings Nine (DIFC) Ltd	27,50,00,000	9.02
	Sub- Total (A)(2)	1,79,42,00,000	58.87
	Total unit holding of Sponsor & Sponsor Group (A) = (A)(1)+(A)(2)	1,79,42,00,000	58.87
(B)	Public Holding		
(1)	Institutions		
(a)	Mutual Funds	2,10,00,000	0.69
(b)	Financial Institutions or Banks	-	-
(c)	Central government or state government	-	-
(d)	Venture capital funds	-	-
(e)	Insurance companies	34,00,000	0.11
(f)	Provident or pension funds	-	-
(g)	Foreign portfolio investors	80,64,00,000	26.46
(h)	Foreign venture capital investors	-	-
(i)	Foreign Body	29,78,00,000	9.77
	Alternative Investment Fund	42,00,000	0.14
	Sub-Total (B)(1)	1,13,28,00,000	37.17

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(2)	Non-Institutions		
(a)	Central government or state governments or president of India	-	-
(b)	Individuals	68,00,000	0.23
(c)	NBFCs registered with RBI	-	-
(d)	Any Other (specify)		
	Clearing Member	-	-
	Non Resident Indians	2,00,000	0.006
(i)	Bodies Corporates	11,34,00,000	3.72
	Sub-Total (B)(2)	12,04,00,000	3.96
	Total Public Unit holding (B) = (B)(1)+(B)(2)	1,25,32,00,000	41.13
	Total Units Outstanding (C) = (A) + (B)	304,74,00,000	100.00

6. **Time frame within which the preferential issue shall be completed:** The allotment pursuant to the proposed Preferential Issue is required to be completed within 15 days from the date of the EGM or the receipt of all applicable regulatory, governmental or statutory body/agency approvals, whichever is later.
7. **Identity of the natural persons who are the ultimate beneficial owners of the units proposed to be allotted and/or who ultimately control the proposed Allottees:**

S.No	Name of proposed Allottee	Identity of the natural person who are the ultimate beneficial owner of the Units proposed to be issued
1.	Project Holdings Nine (DIFC) Limited	There are no natural persons who are the ultimate beneficial owners of the proposed allottee. The ultimate beneficial owner of Project Holdings Nine (DIFC) Limited, is a pooled investment vehicle incorporated and registered in the jurisdiction of Dubai. This pooled investment vehicle is managed and controlled by Brookfield Private Capital (DIFC) Limited which is in turn owned and controlled by Brookfield Corporation, which is listed on the Toronto and New York stock exchanges. Mr. Ashwath Ravi Vikram is the senior official of Brookfield Private Capital (DIFC) Limited.

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2.	Anahera Investment Pte. Ltd	The beneficial owner of Anahera is GIC Infra Holdings Pte. Ltd. ("GIC Infra"). GIC Infra is wholly-owned by GIC (Ventures) Pte. Ltd., which in-turn is wholly-owned by the Minister for Finance, a body corporate constituted by the Government of Singapore under Section 2(1) of the Minister for Finance (Incorporation) Act, Chapter 183 of Singapore. There are no natural persons who are the ultimate beneficial owners of the proposed allottee.
3.	BCI IRR India Holdings Limited Partnership	<ul style="list-style-type: none">• British Columbia Investment Management Corporation (BCI)• Government of British Columbia (BCI's sole shareholder is the Minister of Finance on behalf of the Government of British Columbia). There are no natural persons who are the ultimate beneficial owners of the proposed allottee(s)
4.	BCI IRR India Holdings Inc.	

None of the directors of the Investment Manager are interested in the resolution.

The board of directors of the Investment Manager recommends the resolution set forth at Item No. 2 for the approval of the unitholders by way of approval such that the votes cast in favor of the resolution are at least one-and-a-half times the votes cast against the resolution.

ITEM NO. 3: APPROVAL FOR REVISION IN FEES PAYABLE TO INVESTMENT MANAGER UNDER THE INVESTMENT MANAGEMENT AGREEMENT

Pursuant to significant growth of the portfolio of the Trust over time, there is a need to revisit the management fees payable to the Investment Manager under the Investment Management Agreement. To successfully provide services to an expanded portfolio of assets, the Investment Manager would be required to, *inter alia*, on board additional resources and incur additional expenditure.

To avoid the need to continue to revisit the management fee payable to the Investment Manager and undertake repeated amendments to the Investment Management Agreement as the Trust's portfolio continues to evolve in the future, it is necessary and expedient to implement a revised fee construct, which operates on a 'costs-plus' model.

Accordingly, it is proposed that with effect from the date of acquisition of ATC Telecom Infrastructure Private Limited by the Trust, the Investment Manager shall be paid management fees monthly, calculated in the following manner: a base amount of INR 2,500,000 payable by the Trust and a variable amount of (the cost of services (as may be mutually agreed among the relevant parties) + 10%) payable by the SPVs/Holdcos in such proportion among the SPVs/Holdcos as may be determined from time to time (the

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“Management Fees”), in the manner agreed among the parties to the Investment Management Agreement, and amendments to the Investment Management Agreement in this regard.

Clause 7.1.3 of the Investment Management Agreement allows revision of the fees payable to the Investment Manager by way of an amendment to the Investment Management Agreement, subject to prior approval of the Unitholders.

Certain other clarificatory amendments are also proposed to be included in the Investment Management Agreement. The proposed amendments are set out below:

Clause no.	Original Provision	Amended Provision
1.1	<i>““Brookfield Sponsor” shall mean BIF IV Jarvis India Pte. Ltd., having registration number as 201917610H and having its registered office at Income at Raffles, 16 Collyer Quay, #19-00, Singapore 049318;”</i>	With effect from May 16, 2024, all references to “Brookfield Sponsor” under the Investment Management Agreement shall be read as “Brookfield Sponsor I”. <i>““Brookfield Sponsor I” shall mean BIF IV Jarvis India Pte. Ltd., having registration number as 201917610H and having its registered office at Income at Raffles, 16 Collyer Quay, #19-00, Singapore 049318;”</i>
1.1	-	With effect from May 16, 2024, the following definition shall stand included under Clause 1.1 of the Investment Management Agreement, after the definition of “Brookfield Sponsor I” and before the definition of “Business Day”: <i>““Brookfield Sponsor II” shall mean Project Holdings Nine (DIFC) Limited, with its office at Unit L24-00, Level 24, ICD Brookfield Place, Dubai International Finance Centre, UAE;”</i>
1.1	<i>““Holdco” shall have the meaning ascribed to such term in the InvIT Regulations and shall include Holdco 1;”</i>	<i>““Holdco” shall have the meaning ascribed to such term in the InvIT Regulations and shall include Holdco 1 and any other Holdcos of the Trust from time to time;”</i>
1.1	<i>““Project Management Agreements” shall mean the project implementation and management agreements entered into in relation to the Holdco(s) and SPV(s) from time to time, and shall include (i) the project implementation and management agreement dated January</i>	<i>““Project Management Agreements” shall mean the project implementation and management agreements entered into in relation to the Holdco(s) and SPV(s) from time to time, and shall include (i) the project implementation and management agreement dated January 13, 2020</i>

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	<p><i>13, 2020 entered into between the Trustee, Infinite India , the JIMSL Project Manager and SPV 1 pursuant to which the JIMSL Project Manager would be required to undertake operations and management of such SPV 1; (ii) the amended and re-stated project implementation and management agreement dated September 21, 2023 entered into between the Trustee, BIIMPL, the Jarvis Project Manager, Holdco 1 and SPV 2 pursuant to which the Project Manager would be required to undertake operations and management of Holdco 1 and SPV 2; and (iii) the project implementation and management agreement dated September 13, 2023 entered into between the Trustee, BIIMPL, the Jarvis Project Manager and SPV 3 pursuant to which the Project Manager would be required to undertake operations and management of SPV 3;”</i></p>	<p><i>entered into between the Trustee, Infinite India , the JIMSL Project Manager and SPV 1 pursuant to which the JIMSL Project Manager would be required to undertake operations and management of such SPV 1; (ii) the amended and re-stated project implementation and management agreement dated September 21, 2023 entered into between the Trustee, BIIMPL, the Jarvis Project Manager, Holdco 1 and SPV 2 pursuant to which the Project Manager would be required to undertake operations and management of Holdco 1 and SPV 2; (iii) the project implementation and management agreement dated September 13, 2023 entered into between the Trustee, BIIMPL, the Jarvis Project Manager and SPV 3 pursuant to which the Project Manager would be required to undertake operations and management of SPV 3; and (iv) the project implementation and management agreement among the Trustee, Investment Manager, the Jarvis Project Manager and SPV 4 pursuant to which the Project Manager would be required to undertake operations and management of SPV 4;”</i></p>
1.1	<p><i>““Sponsor” shall have the meaning ascribed to such term in the InvIT Regulations and as of September 30, 2023, includes the Brookfield Sponsor and the Reliance Sponsor;”</i></p>	<p>With effect from May 16, 2024, the definition of “Sponsor” under Clause 1.1 of the Investment Management Agreement shall stand replaced as follows:</p> <p><i>““Sponsor” shall have the meaning ascribed to such term in the InvIT Regulations and currently comprises Brookfield Sponsor I, Brookfield Sponsor II and the Reliance Sponsor;”</i></p>
1.1	<p><i>““SPV” shall have the meaning ascribed to such term in the InvIT Regulations and includes SPV 1, SPV 2 and SPV 3;”</i></p>	<p><i>““SPV” shall have the meaning ascribed to such term in the InvIT Regulations and includes SPV 1, SPV 2, SPV 3 and SPV 4 and any other SPVs of the Trust from time to time;”</i></p>
1.1	-	<p>The following definition shall stand included under Clause 1.1 of the Investment Management Agreement, after “SPV 3” and before “Stock</p>

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		Exchange”: <i>““SPV 4” shall mean ATC Telecom Infrastructure Private Limited, a company registered under the Companies Act, 1956, currently having corporate identity number U74110MH2004PTC289328 and having its registered office at 404, 4th Floor, Skyline Icon, Andheri Kurla Road, Andheri East, Mumbai 400 059, Maharashtra, India;”</i>
1.2	<p><i>“1.2.12 in case of any inconsistency between the terms of this Agreement and the InvIT Regulations, the terms of the InvIT Regulations shall prevail. Further, in the event that the InvIT Regulations are amended or updated after the date of this Agreement, then it will be deemed that such amendments or updations are incorporated in this Agreement and no further amendments will need to be made to this Agreement to incorporate such amendments or updations; and</i></p> <p><i>1.2.13 unless specified otherwise, words and expressions used in this Agreement and not defined specifically in this Agreement shall have the same meanings respectively assigned to them under the other InvIT Documents.”</i></p>	<p><i>“1.2.12 in case of any inconsistency between the terms of this Agreement and the InvIT Regulations, the terms of the InvIT Regulations shall prevail. Further, in the event that the InvIT Regulations are amended or updated after the date of this Agreement, then it will be deemed that such amendments or updations are incorporated in this Agreement and no further amendments will need to be made to this Agreement to incorporate such amendments or updations; and</i></p> <p><i>1.2.13 the names, corporate identity number and registered office/office details of the SPVs, the Holdcos and the Sponsors shall stand automatically updated in case of any updates to such information without any amendment or further action required by the Parties to this Agreement; and</i></p> <p><i>1.2.14 unless specified otherwise, words and expressions used in this Agreement and not defined specifically in this Agreement shall have the same meanings respectively assigned to them under the other InvIT Documents.”</i></p>
7.1.1	<p><i>“In consideration of the services to be rendered by the Investment Manager in accordance with and subject to the terms of this Agreement, the Investment Manager shall be paid management fees of Rs. 2,000,000 (Rupees Two Million) per month from the Trust</i></p>	<p><i>“In consideration of the services to be rendered by the Investment Manager in accordance with and subject to the terms of this Agreement, the Investment Manager shall be paid management fees monthly, calculated in the following manner: a base amount of INR 2,500,000</i></p>

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<p><i>(“Management Fees”), which Management Fees shall be exclusive of all or any taxes, duties and other statutory levies, if any, payable thereon. The Trust shall bear any goods and services tax payable on the Management Fees and any other payments made to the Investment Manager under this Agreement, provided that the Investment Manager shall be liable to pay income tax on such Management Fees and payments. The payment of Management Fees however, will be subject to the withholding of applicable taxes, in accordance with and in manner set out under Applicable Law.”</i></p>	<p><i>payable by the Trust and a variable amount of (the cost of services (as may be mutually agreed among the relevant parties) + 10%) payable by the SPVs/Holdcos in such proportion among the SPVs/Holdcos as may be determined from time to time (the “Management Fees”). The Trust and SPVs/Holdcos shall bear any goods and services tax payable on the Management Fees and any other payments made to the Investment Manager under this Agreement. The payment of Management Fees shall also be subject to the withholding of applicable taxes, subject to, in accordance with and in manner set out under Applicable Law.”</i></p>
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None of the directors of the Investment Manager are interested in the resolution.

BIF IV Jarvis India Pte. Ltd. (an affiliate of Brookfield), one of the sponsors of the Trust, being a related party to this proposal is considered interested in the resolution and will accordingly not be eligible to vote on resolution as set out in Item no. 3.

The board of directors of the Investment Manager recommends the resolution set forth at Item No. 3 for the approval of the unitholders by way of approval such that the votes cast in favor of the resolution are at least one-and-a-half times the votes cast against the resolution.

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ANNEXURE I

THE INSTRUCTIONS FOR MEMBERS FOR REMOTE E-VOTING AND JOINING EXTRA-ORDINARY GENERAL MEETING ARE AS UNDER:

The remote e-voting period begins on Friday, August 30, 2024 at 9.00 A.M. and ends on Monday, September 2, 2024 at 5:00 P.M. The remote e-voting module shall be disabled by NSDL for voting thereafter. The Unitholders holding units as on Friday, August 9, 2024 are entitled to receive this Notice. Further, Unitholders holding units as on Tuesday, August 27, 2024 are entitled to cast their vote electronically.

How do I vote electronically using NSDL e-Voting system?

The way to vote electronically on NSDL e-Voting system consists of "Two Steps" which are mentioned below:

Step 1: Access to NSDL e-Voting system

A. Login method for e-Voting and joining virtual meeting for individual unitholders holding securities in demat mode

Individual shareholders holding securities in demat mode are allowed to vote through their demat account maintained with Depositories and Depository Participants. Unitholders are advised to update their mobile number and email Id in their demat accounts in order to access e-Voting facility.

Login method for Individual unitholders holding securities in demat mode is given below:





Type of unitholders	Login Method
Individual unitholders holding securities in demat mode with NSDL.	<ol style="list-style-type: none">Existing IDeAS user can visit the e-Services website of NSDL Viz. https://eservices.nsd.com either on a Personal Computer or on a mobile. On the e-Services home page click on the "Beneficial Owner" icon under "Login" which is available under 'IDeAS' section, this will prompt you to enter your existing User ID and Password. After successful authentication, you will be able to see e-Voting services under Value added services. Click on "Access to e-Voting" under e-Voting services and you will be able to see e-Voting page. Click on company name or e-Voting service provider i.e. NSDL and you will be re-directed to e-Voting website of NSDL for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting.If you are not registered for IDeAS e-Services, option to register is available at https://eservices.nsd.com. Select "Register

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Type of unitholders	Login Method
	<p>Online for IDeAS Portal” or click at https://eservices.nsd.com/SecureWeb/IdeasDirectReg.jsp</p> <p>3. Visit the e-Voting website of NSDL. Open web browser by typing the following URL: https://www.evoting.nsd.com/ either on a Personal Computer or on a mobile. Once the home page of e-Voting system is launched, click on the icon “Login” which is available under ‘Shareholder/Member’ section. A new screen will open. You will have to enter your User ID (i.e. your sixteen digit demat account number held with NSDL), Password/OTP and a Verification Code as shown on the screen. After successful authentication, you will be redirected to NSDL Depository site wherein you can see e-Voting page. Click on company name or e-Voting service provider i.e. NSDL and you will be redirected to e-Voting website of NSDL for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting.</p> <p>4. Shareholders/Members can also download NSDL Mobile App “NSDL Speede” facility by scanning the QR code mentioned below for seamless voting experience.</p> <p align="center">NSDL Mobile App is available on</p> <div style="display: flex; justify-content: center; align-items: center;"> <div style="text-align: center; margin-right: 20px;">  <p>App Store</p> </div> <div style="text-align: center; margin-right: 20px;">  <p>Google Play</p> </div> </div> <div style="display: flex; justify-content: center; align-items: center; margin-top: 10px;"> <div style="text-align: center; margin-right: 20px;">  </div> <div style="text-align: center;">  </div> </div>
<p>Individual unitholders holding securities in demat mode with CDSL</p>	<p>1. Existing users who have opted for Easi / Easiest, they can login through their user id and password. Option will be made available to reach e-Voting page without any further authentication. The URL for users to login to Easi/ Easiest are https://web.cdslindia.com/myeasi/home/login or www.cdslindia.com and click on New System Myeasi.</p> <p>2. After successful login of Easi/Easiest the user will be also able to see the E Voting Menu. The Menu will have links of e-Voting service provider i.e. NSDL. Click on NSDL to cast your vote.</p> <p>3. If the user is not registered for Easi/Easiest, option to register is available at https://web.cdslindia.com/myeasi/Registration/EasiRegistration</p>

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Type of unitholders	Login Method
	<ol style="list-style-type: none"><li data-bbox="574 386 1458 869">4. Alternatively, the user can directly access e-Voting page by providing demat Account Number and PAN No. from a link in www.cdslindia.com home page. The system will authenticate the user by sending OTP on registered Mobile & Email as recorded in the demat Account. After successful authentication, user will be provided links for the respective ESP i.e. NSDL where the e-Voting is in progress. Users who have opted for CDSL Easi / Easiest facility, can login through their existing user id and password. Option will be made available to reach e-Voting page without any further authentication. The users to login Easi/ Easiest are requested to visit CDSL website www.cdslindia.com and click on login icon and New System Myeasi Tab and then use your existing my Easi username & password.<li data-bbox="574 919 1458 1247">5. After successful login the Easi/Easiest user will be able to see the e-Voting option for eligible companies where the e-Voting is in progress as per the information provided by company. On clicking the e-Voting option, the user will be able to see e-Voting page of the e-Voting service provider for casting your vote during the remote e-Voting period or joining virtual meeting and voting during the meeting. Additionally, there is also links provided to access the system of all e-Voting Service Providers, so that the user can visit the e-Voting service providers' website directly.<li data-bbox="574 1297 1458 1402">6. If the user is not registered for Easi/Easiest, option to register is available at CDSL website www.cdslindia.com and click on login & New System Myeasi Tab and then click on registration option.<li data-bbox="574 1453 1458 1705">7. Alternatively, the user can directly access e-Voting page by providing Demat Account Number and PAN No. from the e-Voting link available on www.cdslindia.com home page. The system will authenticate the user by sending OTP on registered Mobile and Email as recorded in the Demat Account. After successful authentication, user will be able to see the e-Voting option where the e-Voting is in progress and also able to directly access the system of all e-Voting Service Providers.

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Type of unitholders	Login Method
Individual Shareholders (holding securities in demat mode) login through their depository participants	You can also login using the login credentials of your demat account through your Depository Participant registered with NSDL/CDSL for e-Voting facility. Upon logging in, you will be able to see e-Voting option. Click on e-Voting option, you will be redirected to NSDL/CDSL Depository site after successful authentication, wherein you can see e-Voting feature. Click on company name or e-Voting service provider i.e. NSDL and you will be redirected to e-Voting website of NSDL for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting.

Important note: Members who are unable to retrieve User ID/ Password are advised to use Forget User ID and Forget Password option available at abovementioned website.

Helpdesk for Individual Unitholders holding securities in demat mode for any technical issues related to login through Depository i.e. NSDL and CDSL.

Login type	Helpdesk details
Individual Shareholders holding securities in demat mode with NSDL	Members facing any technical issue in login can contact NSDL helpdesk by sending a request at evoting@nsdl.com or call at toll free no.: 022 4886 7000
Individual Shareholders holding securities in demat mode with CDSL	Members facing any technical issue in login can contact CDSL helpdesk by sending a request at helpdesk.evoting@cdslindia.com or contact at 1800 22 55 33

B. Login Method for e-Voting and joining virtual meeting for unitholders other than Individual unitholders holding securities in demat mode

How to Log-in to NSDL e-Voting website?

1. Visit the e-Voting website of NSDL. Open web browser by typing the following URL: <https://www.evoting.nsdl.com/> either on a Personal Computer or on a mobile.
2. Once the home page of e-Voting system is launched, click on the icon "Login" which is available under 'Shareholder/Member' section.
3. A new screen will open. You will have to enter your User ID, your Password/OTP and a Verification Code as shown on the screen.

Alternatively, if you are registered for NSDL eservices i.e. IDEAS, you can log-in at <https://eservices.nsdl.com/> with your existing IDEAS login. Once you log-in to NSDL eservices

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after using your log-in credentials, click on e-Voting and you can proceed to Step 2 i.e. Cast your vote electronically.

4. Your User ID details are given below:

Manner of holding units i.e. Demat (NSDL or CDSL)	Your User ID is:
a) For Members who hold units in demat account with NSDL.	8 Character DP ID followed by 8 Digit Client ID For example, if your DP ID is IN300*** and Client ID is 12***** then your user ID is IN300***12*****.
b) For Members who hold units in demat account with CDSL.	16 Digit Beneficiary ID. For example, if your Beneficiary ID is 12***** then your user ID is 12*****.

5. Password details for unitholders other than Individual unitholders are given below:
- If you are already registered for e-Voting, then you can use your existing password to login and cast your vote.
 - If you are using NSDL e-Voting system for the first time, you will need to retrieve the 'initial password' which was communicated to you. Once you retrieve your 'initial password', you need to enter the 'initial password' and the system will force you to change your password.
 - How to retrieve your 'initial password'?
 - If your email ID is registered in your demat account or with the Trust, your 'initial password' is communicated to you on your email ID. Trace the email sent to you from NSDL from your mailbox. Open the email and open the attachment i.e. a .pdf file. Open the .pdf file. The password to open the .pdf file is your 8 digit client ID for NSDL account, last 8 digits of client ID for CDSL account. The .pdf file contains your 'User ID' and your 'initial password'.
 - If your email ID is not registered, please follow steps mentioned below in **process for those unitholders whose email ids are not registered.**
6. If you are unable to retrieve or have not received the "Initial password" or have forgotten your password:
- Click on "**Forgot User Details/Password?**"(If you are holding units in your demat account with NSDL or CDSL) option available on www.evoting.nsd.com.
 - If you are still unable to get the password by aforesaid two options, you can send a request at evoting@nsdl.com mentioning your demat account number/folio number, your PAN, your name and your registered address etc.
 - Members can also use the OTP (One Time Password) based login for casting the votes on the e-Voting system of NSDL.
7. After entering your password, tick on Agree to "Terms and Conditions" by selecting on the check box.
8. Now, you will have to click on "Login" button.

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9. After you click on the “Login” button, Home page of e-Voting will open.

Step 2: Cast your vote electronically and join General Meeting on NSDL e-Voting system.

How to cast your vote electronically and join General Meeting on NSDL e-Voting system?

1. After successful login at Step 1, you will be able to see “EVEN” of all the companies in which you are holding shares and whose voting cycle and General Meeting is in active status.
2. Select “EVEN” of company for which you wish to cast your vote during the remote e-Voting period and casting your vote during the General Meeting. For joining virtual meeting, you need to click on “VC/OAVM” link placed under “Join Meeting”.
3. Now you are ready for e-Voting as the Voting page opens.
4. Cast your vote by selecting appropriate options i.e. assent or dissent, verify/modify the number of units for which you wish to cast your vote and click on “Submit” and also “Confirm” when prompted.
5. Upon confirmation, the message “Vote cast successfully” will be displayed.
6. You can also take the printout of the votes cast by you by clicking on the print option on the confirmation page.
7. Once you confirm your vote on the resolution, you will not be allowed to modify your vote.

General Guidelines for unitholders

1. Institutional unitholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Board Resolution/ Authority letter etc. with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer by e-mail to jatin@csmayekar.com with a copy marked to evoting@nsdl.com, at least 1 hour before commencement of the Meeting i.e. by 09.00 a.m. on Tuesday, September 3, 2024. Institutional unitholders (i.e. other than individuals, HUF, NRI etc.) can also upload their Board Resolution / Power of Attorney / Authority Letter etc. by clicking on "Upload Board Resolution / Authority Letter" displayed under "e-Voting" tab in their login.
2. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential. Login to the e-voting website will be disabled upon five unsuccessful attempts to key in the correct password. In such an event, you will need to go through the “Forgot User Details/Password?” or “Physical User Reset Password?” option available on www.evoting.nsdl.com to reset the password.
3. In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Shareholders and e-voting user manual for Shareholders available at the download section of www.evoting.nsdl.com or call on toll free no.: 022 4886 7000 or send a request to Mr. Sagar Gudhate at evoting@nsdl.com.

Process for those shareholders whose email ids are not registered with the depositories for procuring user id and password and registration of e mail ids for e-voting for the resolutions set out in this notice:

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1. In case shares are held in demat mode, please provide DPID-CLID (16 digit DPID + CLID or 16 digit beneficiary ID), Name, client master or copy of Consolidated Account statement, PAN (self-attested scanned copy of PAN card), AADHAR (self-attested scanned copy of Aadhar Card) to secretarial@summitdigitel.com. If you are an Individual unitholder holding securities in demat mode, you are requested to refer to the login method explained at **step 1 (A)** i.e., **Login method for e-Voting and joining virtual meeting for Individual unitholders holding securities in demat mode.**
2. Alternatively unitholders/members may send a request to evoting@nsdl.com for procuring user id and password for e-voting by providing above mentioned documents.
3. Individual unitholders holding securities in demat mode are allowed to vote through their demat account maintained with Depositories and Depository Participants. Unitholders are required to update their mobile number and email ID correctly in their demat account in order to access e-Voting facility.

INSTRUCTIONS FOR MEMBERS FOR e-VOTING ON THE DAY OF THE EGM ARE AS UNDER:-

- a) The procedure for e-Voting on the day of the EGM is same as the instructions mentioned above for remote e-Voting.
- b) Only those Members/ unitholders, who will be present in the EGM through VC/OAVM facility and have not casted 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 EGM.
- c) Members who have voted through Remote e-Voting will be eligible to attend the EGM. However, they will not be eligible to vote at the EGM.
- d) The details of the person who may be contacted for any grievances connected with the facility for e-Voting on the day of the EGM shall be the same person mentioned for Remote e-voting.

INSTRUCTIONS FOR MEMBERS FOR ATTENDING THE EGM THROUGH VC/OAVM ARE AS UNDER:

1. Member will be provided with a facility to attend the EGM through VC/OAVM through the NSDL e-Voting system. Members may access by following the steps mentioned above for **Access to NSDL e-Voting system**. After successful login, you can see link of "VC/OAVM link" placed under "**Join meeting**" menu against company name. You are requested to click on VC/OAVM link placed under Join Meeting menu. The link for VC/OAVM will be available in Shareholder/Member login where the EVEN of Company will be displayed. Please note that the members who do not have the User ID and Password for e-Voting or have forgotten the User ID and Password may retrieve the same by following the remote e-Voting instructions mentioned in the notice to avoid last minute rush.
2. Members are encouraged to join the Meeting through Laptops for better experience.
3. Further Members will be required to allow Camera and use Internet with a good speed to avoid any disturbance during the meeting.
4. Please note that Participants Connecting from Mobile Devices or Tablets or through Laptop connecting via Mobile Hotspot may experience Audio/Video loss due to Fluctuation in their

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respective network. It is therefore recommended to use Stable Wi-Fi or LAN Connection to mitigate any kind of aforesaid glitches.

5. Unitholders who would like to express their views/have questions may send their questions in advance mentioning their name demat account number/folio number, email id, mobile number at secretarial@summitdigitel.com. The same will be replied by the Trust suitably.