

( Part of IRB Group )

CIN : U45200MH2002PTC135512

February 12, 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 February 11, 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, February 26, 2026 at 2.00 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](http://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:** irbinfrastrucuretrust@irb.co.in **Website:** [www.irbinfratrust.co.in](http://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, February 26, 2026 at 2.00 PM (IST)** through Video Conferencing (“VC”) / Other Audio Visual Means (“OAVM”), to transact the businesses mentioned below:

**ITEM NO. 1: TO CONSIDER AND APPROVE INVESTMENT IN IRB CHANDIBHADRA TOLLWAY PRIVATE LIMITED (TOT-18 PROJECT SPV) AND APPROVE RELATED PARTY TRANSACTIONS IN RELATION TO THE TOT-18 PROJECT**

*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 (“SEBI InvIT Regulations”):*

**“RESOLVED THAT** pursuant to Regulation 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, 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, approval of the Board of Directors and Audit Committee of the Investment Manager (the “IM”) of IRB Infrastructure Trust (the “Trust”) pursuant to their resolution dated February 11, 2026, the approval of the unitholders of the Trust (“Unitholders”) be and is hereby accorded for investment into “IRB Chandibhadra Tollway Private Limited” (the “TOT-18 Project SPV”), the project SPV incorporated by the Trust for entering into, carrying out and continuing with the contracts/ arrangements/ transactions (whether by way of an individual transaction or transactions taken together or series of transactions or tranches or otherwise) between the Trust on one hand and its related party, viz. TOT-18 Project SPV on the other hand and related actions, on such terms and conditions as may be agreed between them, on an arms-length basis and in the ordinary course of business, as provided in the table below:

Sr. No.	Nature of Transactions	Estimated aggregate value
1.	To make investments in the equity share capital of TOT-18 Project SPV (including through subscription to or acquisition of such other securities, instruments or modes as may be permitted under applicable law) in one or more tranches for implementation of the project from time to time	Up to Rs. 1,100 crore*
2.	To provide subordinate debt to TOT-18 Project SPV in one or more tranches as may be permitted under applicable law for the implementation of the project, subject to the terms of the concession agreement dated February 4, 2026 (“ <b>Concession Agreement</b> ”) entered into between the TOT-18 Project SPV and the National Highways Authority of India (the “ <b>NHAI</b> ”)	
3.	To provide secured term loan facility to TOT-18 Project SPV in one or more tranches as may be permitted under applicable law for the implementation of the project, subject to the terms of the Concession Agreement entered into between the TOT-18 Project SPV and the NHAI	Up to Rs. 2,400 crore*
4.	To provide undertakings, non-disposal undertakings, pledge of securities of TOT-18 Project SPV, and any other forms of comfort or security to lenders in relation to the entire amount of the secured debt facility of approximately up to Rs. 2,400 crore to be availed for implementation of the project	
<b>Estimated aggregate value</b>		<b>Up to Rs. 3,500 crore</b>

*\*The exact value will be based on the final financing arrangements entered into by the TOT-18 Project SPV and as agreed between Unitholders.*

*Note: In addition, the Trust may also provide one or more unsecured loans for meeting shortfall in subordinate debt servicing from time to time.*

**RESOLVED FURTHER THAT** the Board of Directors of Investment Manager of IRB Infrastructure 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 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 contracts/arrangements/transactions, and in relation to the above transactions, 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, 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 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.

**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: TO CONSIDER AND APPROVE THE APPOINTMENT OF PROJECT MANAGER IN RELATION TO THE TOT-18 PROJECT 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 (“SEBI InvIT Regulations”):*

**“RESOLVED THAT** pursuant to Regulation 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, 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, approval of the Board of Directors and Audit Committee of the Investment Manager (the “IM”) of IRB Infrastructure Trust (the “Trust”) pursuant to their resolution dated February 11, 2026, the approval of the unitholders of the Trust (“Unitholders”) be and is hereby accorded for appointment of IRB Infrastructure Developers Limited (the “Sponsor”) as Project Manager of “IRB Chandibadra Tollway Private Limited” (the “TOT-18 Project SPV”), the project SPV incorporated by the Trust and for entering into a project implementation agreement, and for entering into, carrying out and continuing with the contracts/arrangements/ transactions between the Trust on one hand and its related party, viz. the TOT-18 Project SPV and/or the Sponsor on the other hand and related actions, on such terms and conditions as may be agreed between them, on an arms-length basis and in the ordinary course of business, in relation to such project implementation agreement, as provided in the table below:

Sr. No.	Nature of Transactions	Estimated aggregate value
5.	To appoint IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to initial upgradation and O&M works / project implementation of TOT-18 Project SPV, including entering into	Up to Rs. 1,581.83 crore

Sr. No.	Nature of Transactions	Estimated aggregate value
	a project implementation agreement with TOT-18 Project SPV, 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 be appointed as Project Manager for Tolling, Operation, Maintenance & Transfer of Chandikhole - Bhadrak Section of NH-16 in the State of Odisha (From Km 62+000 to Km 136+500) (TOT 18) (the “Project”)	(plus applicable taxes payable as per the definitive documents)*
	<b>Estimated value</b>	<b>Up to Rs. 1,581.83 crore*</b>

\* On a tax-inclusive basis, such amount shall be up to INR 1,866.55 crore (including GST @18%).

**RESOLVED FURTHER THAT** the Board of Directors of Investment Manager of IRB Infrastructure 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 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 including project implementation agreement, deeds, letters, undertakings and any other documents in relation to the above transactions, as applicable or appropriate, to carry out and complete the above contracts/arrangements/transactions, and in relation to the above transactions, 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, 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 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.

**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.”

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: February 11, 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](mailto:irbinfrastructuretrust@irb.co.in)

**Website:** [www.irbinfratrust.co.in](http://www.irbinfratrust.co.in)

**Compliance Officer:** Mr. Kaustubh Shevade

**Registered Office and Contact Details of the Investment Manager:**

**MMK Toll Road Private Limited**

**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](mailto: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 of the Trust (“**Unitholders**”) are requested to note that pursuant to letter dated January 06, 2026, the TOT-18 Project was awarded to the IRB Infrastructure Trust (the “**Trust**”) based on a competitive bidding process. Accordingly, the Trust has incorporated a special purpose vehicle (SPV) with the name “IRB Chandibhadra Tollway Private Limited” (the “**TOT-18 Project SPV**”) for implementation of the project of Tolling, Operation, Maintenance & Transfer of Chandikhole - Bhadrak Section of NH-16 in the State of Odisha (From Km 62+000 to Km 136+500) (TOT 18) (the “**Project**” or the “**TOT-18 Project**”).

In this regard, the TOT-18 Project SPV has executed a concession agreement dated February 4, 2026 with the National Highways Authority of India (“**NHAI**”) in relation to implementation/ execution of the Project (referred as the “**Concession Agreement**”). The TOT-18 Project SPV is expected to achieve financial closure for the Project as per the provisions of the Concession Agreement and upon receipt of the Appointed Date (*as defined in the Concession Agreement*), subsequently, it is expected to commence the toll collection and undertake operations and maintenance.

Certain details in relation to the implementation of the Project are set out below:

Sr. No.	Particulars	Details
A.	<b>Total Kilometers (Project Length):</b>	74.50 KM
B.	<b>Concession fee payable to NHAI:</b>	Rs. 3,087 crore
C.	<b>Project features:</b>	The TOT-18 Project is comprised of Chandikhole - Bhadrak Section of NH- 16 from Km 62+000 to Km 136+500 in the State of Odisha.
D.	<b>Concession Tenure:</b>	Revenue linked Concession Period of 20 years from the Appointed Date ( <i>as defined in the Concession Agreement</i> ).
E.	Initial Upgradation Works –	approximately up to Rs. 155.96 crore (plus applicable taxes payable as per the definitive documents)*
F.	Operations & Maintenance Cost & period –	approximately up to Rs. 1,425.87 crore (plus applicable taxes payable as per the definitive documents)** for 20 years (as per the payment schedule in the definitive documents)
G.	Total estimated project cost:	approximately up to Rs. 3,457.09 crore
H.	Equity and debt: a. Equity Contribution b. Subordinate debt	Up to Rs. 1,100 crore

	c. Secured term loan facility	Up to Rs. 2,400 crore
<b>I.</b>	Undertakings, pledge of securities and any other forms of comfort or security	Undertakings, pledge of securities and any other forms of comfort or security by IRB Infrastructure Trust or the TOT-18 Project SPV for the secured loan amount of up to Rs. 2,400 crore in accordance with the terms of the financing agreements

*\* On a tax-inclusive basis, such amount shall be approximately up to INR 184.03 crore (including GST @18%).*

*\*\* On a tax-inclusive basis, such amount shall be approximately up to INR 1,682.52 crore (including GST @18%).*

*Note 1: The exact value will be based on the final financing arrangements entered into by the TOT-18 Project SPV and as agreed between Unitholders.*

*Note 2: In addition, the Trust may also provide one or more unsecured loans for meeting shortfall in subordinate debt servicing from time to time.*

The Board of Directors (the “**Board**”) and the Audit Committee of the Investment Manager of IRB Infrastructure Trust have approved the arrangements described below, pursuant to their resolutions dated February 11, 2026.

### **Proposed Related Party Transactions:**

#### **a) Equity Investment:**

The Trust proposes to invest in the equity share capital of TOT-18 Project SPV for the implementation of the TOT-18 Project and related matters. Such investment shall be made directly in TOT-18 Project SPV in one or more tranches, the proceeds of which will be utilized by TOT-18 Project SPV for the implementation of the TOT-18 Project. The Trust may also invest in such other securities or instruments of TOT-18 Project SPV in one or more tranches with the proceeds of such investment being utilized by TOT-18 Project SPV for the implementation of the TOT-18 Project. Such investment by the Trust (whether through equity or through any other security instrument, by way of an individual transaction or transactions taken together or series of transactions or tranches or otherwise) in TOT-18 Project SPV, together with the subordinate debt mentioned at point (b)(ii) below, will aggregate to approximately up to Rs. 1,100 crore for TOT-18 Project.

#### **b) Debt financing:**

##### **(i) Secured Term Loan Facility**

The Trust proposes to provide secured term loan facility (in the form of loans or subscription to any debt securities or other modes as may be permitted under applicable law) to TOT-18 Project SPV in one or more tranches, from time to time in terms of the financing agreements to be executed with the lenders and the TOT-18 Project SPV. Such term loan facility shall be secured in nature, senior in ranking to other debt in terms of servicing and interest bearing pursuant to the financing agreements to be executed with the lenders and in compliance with the Concession Agreement. The Trust’s total secured

term loan facility to be provided to TOT-18 Project SPV (by way of an individual transaction or transactions taken together or series of transactions or tranches or otherwise) will aggregate to approximately up to Rs. 2,400 crore.

**(ii) Subordinate Debt:**

The Trust proposes to provide subordinate debt (in the form of loans or subscription to any debt securities or other modes as may be permitted under applicable law) to TOT-18 Project SPV in one or more tranches, from time to time which will *inter-alia* be treated as part of the ‘equity contribution’ in terms of the Concession Agreement and financing agreements to be executed with the lenders. Typically, subordinate debt is unsecured in nature, subordinate in ranking to senior debt in terms of servicing and may be interest bearing at a rate mutually agreed between the parties from time to time and in compliance with the Concession Agreement and financing agreements. The Trust’s total subordinated debt contribution to TOT-18 Project SPV (by way of an individual transaction or transactions taken together or series of transactions or tranches or otherwise), together with the equity investment mentioned at point (a) above, will aggregate to approximately up to Rs. 1,100 crore for TOT-18 Project SPV.

**(iii) Unsecured Loan:**

The Trust may also provide financial support to TOT-18 Project SPV from time to time by way of one or more unsecured loans for meeting shortfall in subordinate debt servicing, if so required, in accordance with applicable law. Such unsecured loans will be subordinate in ranking to senior debt in terms of servicing and may be interest bearing at a rate mutually agreed between the parties from time to time and in compliance with the provisions of the Concession Agreement and financing agreement and may be repayable as per mutually agreed terms, and as agreed between the Unitholders.

**c) Undertaking and Security:**

The Trust or TOT-18 Project SPV may provide undertakings / security in connection with the Project over the secured loan tenor for purposes of providing security to the lenders, including the continuation or provision of such undertakings or security for implementation of the TOT-18 Project. Such undertakings are a standard requirement of lenders. Further, the Trust or TOT-18 Project SPV (as applicable) may provide security by way of pledge of 100% of shares of TOT-18 Project SPV in favor of the lenders/security trustees or guarantees at the Trust and/or SPV level, in accordance with standard industry practice and any other security pursuant to discussions with lenders, subject to finalization of the terms of the financing agreement. The security will continue until the full repayment of the debt facility as may be permitted by the lenders. The value of such undertaking and other security will be for the entire loan amount of approximately up to Rs. 2,400 crore for TOT-18 Project SPV.

(a) to (c) are collectively referred as the Related Party Transactions (“RPTs”).

All RPTs of the Trust are at arms-length and in the ordinary course of business as required under relevant regulations. As required by relevant regulations, approval of Audit Committee, which comprises two-thirds of independent directors, have been sought for all applicable related party transactions. The proposed related party transactions are at arms-length, in the ordinary course of business and in the interest of the Unitholders. 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. Further, the Audit Committee also reviews on a quarterly basis, all previously approved related party transactions.

The relevant information pertaining to transactions is provided below:

Sr. No.	Description	Details of proposed RPTs
1a	<b>Name of the Related Party and its relationship with the Entity including nature of its concern or interest (financial or otherwise)</b>	<p>The Project SPV is a wholly owned SPV of the Trust.</p> <p>The investment manager (MMK Toll Road Private Limited), and the trustee, a third-party, will act in their respective capacities on behalf of the Trust.</p>
1b	<b>Type, material terms, monetary value and particulars of the proposed transaction:</b>	<p>The Trust proposes to enter into the following material RPTs in relation to the TOT-18 Project with TOT-18 Project SPV on an arms-length basis in the ordinary course of business:</p>
	i. Equity investment	<p>The Trust will invest in the equity share capital of TOT-18 Project SPV (including through subscription to or acquisition of such other securities, instruments or modes as may be permitted under applicable law) for the development and implementation of TOT-18 Project and related matters, subject to the Trust's total equity investment in the TOT-18 Project SPV, together with the subordinate debt (as mentioned below), aggregating to approx. up to Rs. 1,100 crore.</p>
	ii. Debt Financing	<p><b>Secured Term Loan Facility:</b> Approximately up to Rs. 2,400 crore of secured term loan facility (in the form of loans or subscription to any debt securities or other modes as may be permitted under applicable law) to TOT-18 Project SPV, secured in nature, senior in ranking to other debt in terms of servicing and interest bearing pursuant to the financing agreements to be executed with the lenders and in compliance with the Concession Agreement.</p>
		<p><b>Subordinate Debt:</b> The Trust will provide subordinate debt (in the form of loans or subscription</p>

Sr. No.	Description	Details of proposed RPTs
		<p>to any debt securities or other modes as may be permitted under applicable law) to TOT-18 Project SPV, unsecured in nature, subordinate in ranking to other senior debt in terms of servicing and may be interest bearing at a rate mutually agreed between the parties and Unitholders from time to time, subject to the total subordinate debt infused in the TOT-18 Project SPV, together with the equity investment (as mentioned above), aggregating to approx. up to Rs. 1,100 crore.</p> <p><b>Unsecured loans:</b> Unsecured loans are unsecured in nature, subordinate in ranking to other senior debt in terms of servicing and may be interest bearing at such rate and for such amount as mutually agreed between the parties and Unitholders from time to time.</p>
	iii. Guarantee and security	Approximately up to Rs. 2,400 crore Undertakings, non-disposal undertakings, pledge of securities and any other forms of comfort or security as may be required as in accordance with the terms of the financing agreements.
1c	<b>Tenure of the proposed transaction</b>	
	i. Equity investment	Prior and subsequent to declaration of the Appointed Date ( <i>as defined in the Concession Agreement</i> ).
	ii. Debt financing	<p><b>Secured Term Loan Facility:</b> Pursuant to the financing agreements to be executed with the lenders.</p> <p><b>Subordinate Debt &amp; Unsecured Loan:</b> Prior to declaration of the Appointed Date (<i>as defined in the Concession Agreement</i>) and over the concession period (in multiple tranches).</p>
	iii. Undertakings, pledge and securities	As per the terms of facility agreements to be executed with lenders.
1d & 1e	<b>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</b>	
	Nature of Transaction	<p><b>Estimated Aggregate Value in (Rs.) crore and Estimated Percentage of the value of the Trust's assets as on immediately preceding financial year</b></p>

<b>Sr. No.</b>	<b>Description</b>	<b>Details of proposed RPTs</b>
		<b>The Value of the Trust's Assets as on immediately preceding financial year is Rs. 61,737 crore</b>
	<p>i. To make investments in the equity share capital of the TOT-18 Project SPV (including through subscription to or acquisition of such other securities, instruments or modes as may be permitted under applicable law) in one or more tranches for implementation of the TOT-18 Project from time to time</p> <p>ii. To provide subordinate debt to the TOT-18 Project SPV in one or more tranches as may be permitted under applicable law for the implementation of the TOT-18 Project from time to time, subject to the terms of the Concession Agreement entered into between the TOT-18 Project SPV and NHAI.</p>	<p><b>Amount:</b> Up to Rs. 1,100 crore</p> <p><b>Percentage:</b> 1.78 %</p>
	<p>iii. To provide secured term loan facility to the TOT-18 Project SPV in one or more tranches, as may be permitted under applicable law for the implementation of the TOT-18 Project from time to time, subject to the terms of the Concession Agreement entered into between the TOT-18 Project SPV and NHAI.</p>	<p><b>Amount:</b> Up to Rs. 2,400 crore</p> <p><b>Percentage:</b> 3.89 %</p>
	<p>iv. To provide undertakings, pledge of securities of the TOT-18 Project SPV and any other forms of comfort or security pursuant to the loan facility agreements in favour of the</p>	

Sr. No.	Description	Details of proposed RPTs
	lenders in relation to the debt being availed or to be availed	
	<b>Estimated aggregate value</b>	<b>Amount:</b> Up to Rs. 3,500 crore <b>Percentage:</b> 5.67 %
2	<b>Justification as to why the proposed transactions are in the interest of the Entity</b>	<ul style="list-style-type: none"> <li>The proposed implementation of the Project by IRB Infrastructure Trust is in accordance with the Trust's principal investment objective of making investment in BOT / TOT Projects;</li> <li>The proposed transactions would enable the Trust in increasing its portfolio substantially and ensure long-term visibility of the revenue to the portfolio.</li> <li>The project will enable the Trust to gain access to a unique stretch in the state of Odisha.</li> </ul>
3	<b>If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary:</b>	
	i. Details of the source of funds in connection with the proposed transaction;	Proceeds received from sale of assets and internal accruals of the Trust and such other modes, and in the manner permissible under applicable law.
	ii. where any financial indebtedness is incurred to make or give loans, inter-corporate deposits, advances or investments: <ul style="list-style-type: none"> <li>• nature of indebtedness;</li> <li>• cost of funds; and</li> <li>• tenure;</li> </ul>	<ul style="list-style-type: none"> <li><b>Nature of indebtedness:</b> Loans and other debt facilities are proposed to be availed from third-party lenders by the Trust for purposes of providing debt/ loans to the TOT-18 Project SPV.</li> <li><b>Cost of funds:</b> The Trust is in discussions with various lenders to obtain financing and the detailed terms will be finalized in due course</li> <li><b>Tenure:</b> The Trust is in discussions with various lenders to obtain financing and the detailed terms will be finalized in due course</li> </ul>
	iii. Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured; if secured the nature of security	<p><b>Secured Term Loan Facility:</b> Secured and interest bearing pursuant to the financing agreements to be executed with the lenders (pursuant to the RPT on debt financing under 1(b) above).</p> <p><b>Interest rate and repayment schedule:</b> The Trust is in discussions with various lenders to obtain financing and the detailed terms will be finalized in due course</p>
		<p><b>Security:</b> Pledge up to 100% of the shares of TOT-18 Project SPV in favor of the lenders/security trustees in accordance with the standard industry practice, and</p>

Sr. No.	Description	Details of proposed RPTs
		<p>any other security (including guarantee) pursuant to discussions with lenders, subject to finalization of the terms of the financing agreement.</p> <p><b>Currency:</b> INR</p> <p><b>Subordinated debt and any unsecured loans</b> may be provided by the Trust to TOT-18 Project SPV (pursuant to the RPT on debt financing under 1(b) above):</p> <p><b>Interest rate:</b> Since the subordinate debt will <i>inter-alia</i> be in the nature of equity contribution for purposes of the Concession Agreement, the rate of interest will be as decided mutually between the parties and Unitholders in compliance with the financing agreements and the relevant provisions under applicable law.</p> <p><b>Repayment schedule:</b> To be repaid over the concession period as mutually agreed between the parties in compliance with the financing agreements and the relevant provisions under applicable law.</p> <p><b>Security:</b> Not applicable for the unsecured loans and subordinated debt</p> <p><b>Currency:</b> INR</p>
	iv. Purpose for which funds will be utilized by the ultimate beneficiary of such funds pursuant to the proposed transaction	TOT-18 Project SPV would use the funds received pursuant to the above transactions for the purpose of implementation of the Project and its other Project requirements.
4	Valuation or other external report, if any, relied upon by the listed entity in relation to the proposed transaction	Report from an independent professional is obtained in this regard.
5	Percentage of the counter-party's annual consolidated turnover that is represented by	-

Sr. No.	Description	Details of proposed RPTs
	the value of the proposed RPT on a voluntary basis.	
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 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 SEBI 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 unitholders of the Trust (“**Unitholders**”) are requested to note that pursuant to letter dated January 06, 2026, TOT-18 Project (*defined below*) was awarded to the IRB Infrastructure Trust (the “**Trust**”) based on a competitive bidding process. Accordingly, the Trust has incorporated a special purpose vehicle (SPV) with the name “IRB Chandibhadra Tollway Private Limited” (the “**TOT-18 Project SPV**”) for implementation of the project of Tolling, Operation, Maintenance & Transfer of Chandikhole - Bhadrak Section of NH-16 in the State of Odisha (From Km 62+000 to Km 136+500) (TOT 18) (the “**Project**” or the “**TOT-18 Project**”).

In this regard, the TOT-18 Project SPV has executed a concession agreement dated February 4, 2026, with the National Highways Authority of India (“**NHAI**”) in relation to implementation/ execution of the Project (referred as the “**Concession Agreement**”). The TOT-18 Project SPV is expected to achieve financial closure for the Project as per the provisions of the Concession Agreement and upon receipt of the Appointed Date (*as defined in the Concession Agreement*), subsequently, it is expected to commence the toll collection and undertake operations and maintenance.

Certain details in relation to the operations and maintenance of the Project are set out below:

Sr. No.	Particulars	Details
A.	<b>Total Kilometers (Project Length):</b>	74.50 KM
B.	<b>Concession fee payable to NHAI:</b>	Rs. 3,087 crore
C.	<b>Project features:</b>	The TOT-18 Project is comprised of Chandikhole - Bhadrak Section of NH- 16 from Km 62+000 to Km 136+500 in the State of Odisha.
D.	<b>Concession Tenure:</b>	Revenue linked Concession Period of 20 years from the Appointed Date ( <i>as defined in the Concession Agreement</i> ).
E.	<b>Initial Upgradation Works:</b>	approximately up to Rs. 155.96 crore (plus applicable taxes payable as per the definitive documents)*
F.	<b>Operations &amp; Maintenance Cost during the concession period:</b>	approximately up to Rs. 1,425.87 crore (plus applicable taxes payable as per the definitive documents)** for 20 years (as per the payment schedule in the definitive documents)
G.	<b>Total estimated project cost:</b>	approximately up to Rs. 3,457.09 crore

\* *On a tax-inclusive basis, such amount shall be approximately up to INR 184.03 crore (including GST @18%).*

\*\* *On a tax-inclusive basis, such amount shall be approximately up to INR 1,682.52 crore (including GST @18%).*

The Board of Directors (the “**Board**”) and the Audit Committee of the Investment Manager of IRB Infrastructure Trust have approved the arrangements described below, pursuant to their resolutions dated February 11, 2026.

#### **Proposed Related Party Transaction: Initial Upgradation and O&M Works & Project Implementation Agreement**

It is proposed to appoint IRB Infrastructure Developers Limited, the Sponsor, as Project Manager to provide the Initial Upgradation and O&M works to TOT-18 Project SPV in connection with implementation of the TOT-18 Project. Hence, for purposes of implementation of the Project, the Sponsor will be designated as the Project Manager with respect to the TOT-18 Project SPV 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 (“**SEBI InvIT Regulations**”), pursuant to a project implementation agreement to be executed among the proposed Project Manager, TOT-18 Project SPV, the Investment Manager of the Trust and the trustee of the Trust (acting on behalf of the Trust) (“**Project Implementation Agreement**”), such that the total value of the Initial Upgradation works as well as operation and maintenance works under the project implementation arrangement for the TOT-18 Project would aggregate to approximately up to Rs. 1,581.83 crore (plus applicable taxes payable as per the definitive documents, i.e., approximately up to Rs. 1,866.55 crore including GST @18%). Initial Upgradation Costs, which pertain to the pavement, facility and other related upgradation works for the

TOT-18 Project, would be incurred for approximately up to 12 (twelve) months from the Appointed Date (*as defined in the Concession Agreement*) and the O&M works would be provided once the Appointed Date (*as defined in the Concession Agreement*) is received and the TOT-18 Project enters into commercial service until the end of the concession period. Under the Project Implementation Agreement, the project manager in connection with the TOT – 18 Project, undertakes the following: (a) the obligations of the concessionaire (i.e., TOT-18 Project SPV) for the O&M works under the Concession Agreement; and (b) the obligation to undertake the Initial Upgradation works.

The aforementioned related party transaction (“RPT”) is 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 has been circulated to the Board for its perusal. As required by relevant regulations, approval of Audit Committee, which comprises two-thirds of independent directors, has been obtained for the RPT. The proposed RPT is at arms-length, in the ordinary course of business and in the interest of the Unitholders. 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. Further, the Audit Committee also reviews on a quarterly basis, all previously approved related party transactions.

The relevant information pertaining to transactions is provided below:

<b>Sr. No.</b>	<b>Description</b>	<b>Details of proposed RPTs</b>
1a	<b>Name of the Related Party and its relationship with the Entity including nature of its concern or interest (financial or otherwise)</b>	<p>The 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 “<b>Project Manager</b>”) is Sponsor and Project Manager of the Trust. The investment manager (MMK Toll Road Private Limited), and the trustee, a third-party, will act in their respective capacities on behalf of the Trust.</p>
1b	<b>Type, material terms, monetary value and particulars of the proposed transactions:</b>	<p>The Trust proposes to enter into the following material RPTs in relation to the TOT-18 Project through TOT-18 Project SPV with the Sponsor on an arms-length basis in the ordinary course of business:</p>
	Initial upgradation and O&M works / Project Implementation, from IRBIDL as the Project Manager	<p>Approximately up to Rs. 1,581.83 crore (plus applicable taxes payable as per the definitive documents)* in aggregate, towards Initial Upgradation Costs and O&amp;M works as set out below:</p>

Sr. No.	Description	Details of proposed RPTs
		<p>Initial Upgradation Costs: Approximately up to Rs. 155.96 crore (plus applicable taxes payable as per the definitive documents)** in aggregate.</p> <p>O&amp;M Cost: Approximately up to Rs. 1,425.87 crore (plus applicable taxes payable as per the definitive documents)*** in aggregate, until the end of the concession period.</p> <p>Any works provided in relation to initial upgradation / O&amp;M works/ project implementation agreement will be entered on arms-length basis in consultation with the lenders for the Project. Additionally, the Initial Upgradation Costs and O&amp;M costs of the Project have been assessed by an independent consultant.</p>
1c	<b>Tenure of the proposed transaction</b>	
	Project Implementation	The concession period is for 20 years
	(a) Initial Upgradation Cost:	The project entails strengthening works (approximately one year from the Appointed Date <i>(as defined in the Concession Agreement)</i> ).
	(b) O&M works:	From the entry of the project into commercial services until the end of the concession period.
1d & 1e	<b>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</b>	
	Nature of Transaction	<p><b>Estimated Aggregate Value in (Rs.) crore and</b>  <b>Estimated Percentage of the value of the Trust's assets as on immediately preceding financial year</b>  <b>The Value of the Trust's Assets as on immediately preceding financial year is</b>  <b>Rs. 61,737 crore</b></p>
	To appoint IRB Infrastructure Developers Limited (the Sponsor) as the Project Manager in relation to initial	Amount: Up to Rs. 1,581.83 crore (plus applicable taxes payable as per the definitive documents)*

Sr. No.	Description	Details of proposed RPTs
	upgradation and O&M works / project implementation to the TOT-18 Project SPV, including entering into a project implementation agreement with the TOT-18 Project SPV, the Sponsor cum Project Manager, the investment manager of the Trust and the trustee of the Trust (acting on behalf of the Trust)	<p><b>Percentage:</b> 2.56 %</p>
	<p><b>Estimated value</b></p>	<p><b>Amount:</b> Up to 1,581.83 crore (plus applicable taxes payable as per the definitive documents)*</p> <p><b>Percentage:</b> 2.56 %</p>
2	<b>Justification as to why the proposed transactions are in the interest of the Entity</b>	
	Project implementation	<p>By entering into a long-term contract with the project manager, the Trust can:</p> <ol style="list-style-type: none"> <li>1. Enter into a fixed price contract, which mitigates risks associated with cost escalation, ensuring predictability and stability for the Trust, regardless of fluctuations in material or labour costs.</li> <li>2. Provide stable returns to Unitholders, as the fixed-cost structure enables better financial forecasting and management, ultimately benefiting investors through distributions.</li> </ol>
3	<b>If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary:</b>	
	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: <ul style="list-style-type: none"> <li>• nature of indebtedness;</li> <li>• cost of funds; and</li> <li>• tenure;</li> </ul>	Not Applicable
	iii. Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or	Not Applicable

<b>Sr. No.</b>	<b>Description</b>	<b>Details of proposed RPTs</b>
	unsecured; if secured the nature of security	
	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 Project was awarded to the Trust based on a competitive bidding process. Further, the Initial Upgradation Costs and O&M costs of the Project 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.	20.78%
6	Any other relevant information	Not Applicable

\* *On a tax-inclusive basis, such amount shall be up to INR 1,866.55 crore (including GST @18%).*

\*\* *On a tax-inclusive basis, such amount shall be approximately up to INR 184.03 crore (including GST @18%).*

\*\*\* *On a tax-inclusive basis, such amount shall be approximately up to INR 1,682.52 crore (including GST @18%).*

The aggregate value of the transactions and other amounts in the resolution and the explanatory statement are estimates based on currently available information 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 SEBI 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. 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 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.

**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: February 11, 2026

**NOTES:**

1. In view of 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 in behalf of the Trust or Depositories. The Notice calling EM has been uploaded on the Website of the Trust at [www.irbinfratrust.co.in](http://www.irbinfratrust.co.in) and website of National Stock Exchange of India Limited at [www.nseindia.com](http://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 – [irbinfratrust@irb.co.in](mailto:irbinfratrust@irb.co.in) / [kaustubh.shevade@irb.co.in](mailto: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](mailto: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, February 19, 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, February 23, 2026** and ends at **05:00 PM (IST) on Thursday, February 25, 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](http://www.evotingindia.com) and the website of the Trust - [www.irbinfratrust.co.in](http://www.irbinfratrust.co.in). During this period, unitholders of the Trust, holding units in dematerialised form, as on the cut-off date of **Thursday, February 19, 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, February 19, 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. Mihen Halani & 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](http://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](http://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](http://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:

<b>Non-Individual unitholders holding units in Demat.</b>	
PAN	Enter your 10 digit alpha-numeric *PAN issued by Income Tax Department
Dividend Bank Details	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.
OR Date of Birth (DOB)	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](http://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](mailto: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](mailto: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](mailto: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, February 23, 2026 up to 05:00 PM IST on Thursday, February 25, 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](mailto:kaustubh.shevade@irb.co.in) or call on Tel +91 22 6640 4200.

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