NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE is hereby given that an Extraordinary General Meeting("EGM") of the members of **Kishangarh Beawar NH-8 Tollway Private Limited** ("Company") for the FY 2026-27 will be held at shorter notice on Monday, 29th day of June 2026 at 03:30 P.M. (IST) at the Registered Office of the Company at 5th Floor, Vatika Business Park, Block-2, Sector-49, Sohna Road, Gurgaon - 122101, India to transact the following special business:

SPECIAL BUSINESS(S)

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

TO PASS SPECIAL RESOLUTION UNDER SECTION 62(3) OF THE COMPANIES ACT, 2013 FOR AMENDMENT AGREEMENT TO THE LOAN AGREEMENT DATED 20.03.2026 TO INCREASE THE LOAN AMOUNT FROM INR 15 CRORE TO INR 27 CRORE.

"**RESOLVED THAT** pursuant to the provision of Section 62(3) of the Companies Act, 2013, and Rules and Regulations made thereunder and all other statutory provisions as may be applicable, consent of the members of the Company be and is hereby accorded to enter into a *"Amendment Agreement to the Loan Agreement dated 20.03.2026"* **("Amendment Agreement")** to increase the amount of loan Facility provided by Indus Concessions India Private Limited ("Indus") upto Rs. 27 crore from existing upto Rs. 15 crore, as mentioned in the Amendment Agreement, draft of which is placed before the members and approved.

RESOLVED FURTHER THAT pursuant to Section 62(3) and other applicable provisions, if any, of the Companies Act, 2013, and Rules made thereunder and in accordance with the Memorandum and Articles of Association of the Company, consent of the members of the Company be and is hereby accorded to exercise its powers including powers conferred by this resolution, to the extent permitted by law, on the terms and conditions contained in the Loan Agreement to be executed in respect of the Loan which may be availed by the Company under the lending arrangements with Indus Concessions India Private Limited (hereinafter referred to as the "Indus"), at the option of Indus, the loans (hereinafter referred to as the "Financial Assistance" up to the date of the issuance of Notice of Conversion), in Indian Rupees, as may be availed from Indus, from time to time, into fully paid up equity shares, preference shares, compulsorily convertible preference shares, optionally convertible preference shares, compulsorily convertible debentures, optionally convertible debentures or any such instrument of the Company on such terms and conditions as may be stipulated in the Loan Agreement and subject to applicable laws and in the manner specified in a notice in writing to be given by Indus (or their nominee or assignee) to the Company (hereinafter referred to as the "Notice of Conversion") and in accordance with the following conditions:

Kishangarh Beawar NH-8 Tollway Pvt. Ltd.

i. the conversion right reserved as aforesaid may be exercised by Indus on one or more occasions.

ii. on receipt of the Notice of Conversion, the Company shall, subject to the provisions of the loan agreement, allot and issue the requisite number of fully paid-up equity shares, preference shares, compulsorily convertible preference shares, optionally convertible preference shares, compulsorily convertible debentures, optionally convertible debentures or any such instrument, to Indus or any other person identified by Indus as from the date of conversion and Indus may accept the same in satisfaction of the part of the loans so converted.

iii. The said shares shall rank pari passu with the existing shares, of the Company in all respects.

iv. In the event that Indus exercises the conversion right as aforesaid, the Company shall at its cost get the shares/debentures, issued to Indus, or such other person identified by Indus as a result of the conversion.

v. The loans shall be converted into equity shares, preference shares, compulsorily convertible preference shares, optionally convertible preference shares, compulsorily convertible debentures, optionally convertible debentures or any such instrument, at a price be determined post valuation in accordance with the applicable laws.

RESOLVED FURTHER THAT the Board be and is hereby authorized to finalize the terms and conditions for raising the financial assistance, from time to time, with an option to convert the financial assistance into equity shares, preference shares, compulsorily convertible preference shares, optionally convertible preference shares, compulsorily convertible debentures, optionally convertible debentures or any such instrument as mentioned in the loan agreement of the Company on the terms specified in the loan agreement, upon happening of an event of default by the Company in terms of the loan agreement.

RESOLVED FURTHER THAT the Board be and is hereby authorized to issue, offer, and allot from time to time to Indus such number of equity shares, preference shares, compulsorily convertible preference shares, optionally convertible preference shares, compulsorily convertible debentures, optionally convertible debentures or any such instrument as mentioned in the loan agreement for conversion of the outstanding portion of the loan as may be desired by Indus.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board, be and is hereby authorized to do all such acts, deeds, matters and things, as it may in its absolute discretion deem necessary, proper or desirable as may be required to create, offer, issue and allot the aforesaid shares/debentures, to dematerialize the shares/debentures, or any other Instrument(s) of the Company and to resolve and settle any question, difficulty or doubt that may arise in this regard and to do all such other acts, deeds, matters and things in connection with or incidental thereto as the Board in its absolute discretion may deem fit, without being required to seek any further consent or approval of the members or otherwise to the end and intent that they shall be deemed to have given their approval thereto expressly by the authority of this resolution.

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RESOLVED FURTHER THAT Mr. Alvaro Santos Higuera (DIN: 05158338), Mr. Satish Srivastava (DIN: 10489407), Directors of the Company and Mr. Vikas Siwach, Head Corporate be and are hereby severally authorized to make such request to Indus for the payment and sign any letter(s), Loan Agreement and/ or any other paper as may be required.

RESOLVED FURTHER THAT Mr. Alvaro Santos Higuera (DIN: 05158338), Mr. Satish Srivastava (DIN: 10489407), Directors of the Company and Mr. Vikas Siwach, Head Corporate be and are hereby severally authorized to do such acts, deeds and things as may be necessary to give effect to the above-mentioned resolution."

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

TO PASS SPECIAL RESOLUTION UNDER SECTION 62(3) OF THE COMPANIES ACT, 2013 FOR AMENDMENT AGREEMENT TO THE LOAN AGREEMENT DATED 04.06.2025 OF INR 57.21 CRORES WITH INDUS CONCESSIONS INDIA PRIVATE LIMITED

"**RESOLVED THAT** pursuant to the provision of Section 62(3) of the Companies Act, 2013, and Rules and Regulations made thereunder and all other statutory provisions as may be applicable, consent of the members of the Company be and is hereby accorded to enter into a *"Amendment Agreement to the Loan Agreement* of INR 57.21 Crore, *dated 04.06.2025"* **("Amendment Agreement")** with Indus Concessions India Private Limited ("Indus") to extend the loan tenure from 03.06.2026 to 31.03.2027, draft of which is placed before the members and approved.

RESOLVED FURTHER THAT pursuant to Section 62(3) and other applicable provisions, if any, of the Companies Act, 2013, and Rules made thereunder and in accordance with the Memorandum and Articles of Association of the Company, consent of the members of the Company be and is hereby accorded to exercise its powers including powers conferred by this resolution, to the extent permitted by law, on the terms and conditions contained in the Loan Agreement to be executed in respect of the Loan which may be availed by the Company under the lending arrangements with Indus Concessions India Private Limited (hereinafter referred to as the "Indus"), at the option of Indus, the loans (hereinafter referred to as the "Financial Assistance" up to the date of the issuance of Notice of Conversion), in Indian Rupees, as may be availed from Indus, from time to time, into fully paid up equity shares, preference shares, compulsorily convertible preference shares, optionally convertible preference shares, compulsorily convertible debentures, optionally convertible debentures or any such instrument of the Company on such terms and conditions as may be stipulated in the Loan Agreement and subject to applicable laws and in the manner specified in a notice in writing to be given by Indus (or their nominee or assignee) to the Company (hereinafter referred to as the "Notice of Conversion") and in accordance with the following conditions:

i. the conversion right reserved as aforesaid may be exercised by Indus on one or more occasions.

ii. on receipt of the Notice of Conversion, the Company shall, subject to the provisions of the loan agreement, allot and issue the requisite number of fully paid-up equity shares, preference shares, compulsorily convertible preference shares, optionally convertible

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preference shares, compulsorily convertible debentures, optionally convertible debentures or any such instrument, to Indus or any other person identified by Indus as from the date of conversion and Indus may accept the same in satisfaction of the part of the loans so converted.

iii. The said shares shall rank pari passu with the existing shares, of the Company in all respects.

iv. In the event that Indus exercises the conversion right as aforesaid, the Company shall at its cost get the shares/debentures, issued to Indus, or such other person identified by Indus as a result of the conversion.

v. The loans shall be converted into equity shares, preference shares, compulsorily convertible preference shares, optionally convertible preference shares, compulsorily convertible debentures, optionally convertible debentures or any such instrument, at a price be determined post valuation in accordance with the applicable laws.

RESOLVED FURTHER THAT the Board be and is hereby authorized to finalize the terms and conditions for raising the financial assistance, from time to time, with an option to convert the financial assistance into equity shares, preference shares, compulsorily convertible preference shares, optionally convertible preference shares, compulsorily convertible debentures, optionally convertible debentures or any such instrument as mentioned in the loan agreement of the Company on the terms specified in the loan agreement, upon happening of an event of default by the Company in terms of the loan agreement.

RESOLVED FURTHER THAT the Board be and is hereby authorized to issue, offer, and allot from time to time to Indus such number of equity shares, preference shares, compulsorily convertible preference shares, optionally convertible preference shares, compulsorily convertible debentures, optionally convertible debentures or any such instrument as mentioned in the loan agreement for conversion of the outstanding portion of the loan as may be desired by Indus.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board, be and is hereby authorized to do all such acts, deeds, matters and things, as it may in its absolute discretion deem necessary, proper or desirable as may be required to create, offer, issue and allot the aforesaid shares/debentures, to dematerialize the shares/debentures, or any other Instrument(s) of the Company and to resolve and settle any question, difficulty or doubt that may arise in this regard and to do all such other acts, deeds, matters and things in connection with or incidental thereto as the Board in its absolute discretion may deem fit, without being required to seek any further consent or approval of the members or otherwise to the end and intent that they shall be deemed to have given their approval thereto expressly by the authority of this resolution.

RESOLVED FURTHER THAT Mr. Alvaro Santos Higuera (DIN: 05158338), Mr. Satish Srivastava (DIN: 10489407), Directors of the Company and Mr. Vikas Siwach, Head Corporate be and are hereby severally authorized to make such request to Indus for the payment and sign any letter(s), Loan Agreement and/ or any other paper as may be required.

RESOLVED FURTHER THAT Mr. Alvaro Santos Higuera (DIN: 05158338), Mr. Satish Srivastava (DIN: 10489407), Directors of the Company and Mr. Vikas Siwach, Head Corporate be and are

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Toll Plaza at KM-14+637
Gegal
Ajmer-305023
Rajasthan • India
Phone : 0145-2971972

hereby severally authorized to do such acts, deeds and things as may be necessary to give effect to the above-mentioned resolution

For and on behalf of the Board
for Kishangarh Beawar NH-8 Tollway Private Limited

Kishangarh Beawar NH-8 Tollway Pvt. Ltd.

Satish Srivastava
Director
DIN: 10489407

Date: 29th June 2026
Place: Gurgaon

NOTES:

I. A MEMBER ENTITLED TO ATTEND AND VOTE IS ENTITLED TO APPOINT ONE OR MORE PROXIES TO ATTEND AND VOTE ON A POLL, INSTEAD OF HIMSELF, AND THE PROXY NEED NOT BE A MEMBER OF THE COMPANY. THE PROXIES IN ORDER TO BE VALID AND EFFECTIVE MUST BE RECEIVED BY THE COMPANY DULY COMPLETED IN THE ENCLOSED FORMAT AT THE REGISTERED OFFICE OF THE COMPANY NOT LESS THAN 1 HOUR BEFORE THE MEETING.

Pursuant to Provisions of Section 105 of the Companies Act, 2013 and Rules made there under, a person can act as proxy on behalf of members not exceeding fifty and holding in aggregate not more than ten percent of the total share capital of the Company carrying the voting rights.

However, a member holding more than ten percent, of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or shareholder.

The appointment of proxy shall be in the Form No. MGT. 11, duly filled in, stamped and signed by the authorized signatory and appointed proxies.

II. Members/proxies are requested to deposit the enclosed Attendance Slip duly filled in and signed for attending the meeting. No attendance Slip shall be issued at the meeting.

III. The documents in relation to the notice, shall be available for inspection at the Registered Office of the Company between business hours on any working day prior to the date of the Extraordinary General Meeting and shall also be available for inspection at the venue of the Meeting.

IV. The Register of Directors' and Key Managerial Personnel and their shareholding maintained under Section 170 of the Companies Act, 2013, the Register of contracts or arrangements in which the Directors are interested under Section 189 of the Companies Act, 2013 will be available for inspection at the EGM.

V. The draft Agreement will also be available for inspection at EGM.

VI. Members holding shares are requested to intimate any change of address and/or bank mandate to Secretarial Department of the Company Immediately.

VII. A Statement pursuant to Section 102(1) of the Companies Act, 2013, relating to the Special Business to be transacted at the Meeting is annexed hereto.

VIII. Members desiring any information relating to the accounts are requested to write to the Company well in advance to enable the management to keep the information ready.

IX. The Route Map of the venue of the Extra Ordinary General Meeting of the Company is attached herewith for the perusal of the members.

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EXPLANATORY STATEMENT

PURSUANT TO SECTION 102 OF THE COMPANIES ACT 2013

ITEM NO. 1:

The members are kindly apprised that the Company had entered into a loan agreement dated 20.03.2026 with Indus Concessions India Private Limited ("Indus") for availing financial assistance upto an aggregate amount of Rs. 15.00 Crores. The said financial assistance was repayable to Indus by the Company (a) within 12 months of execution of loan agreement; or (b) at any time on demand of lender, whichever is earlier.

Now, it is proposed to increase the amount of loan from Rs. 15.00 Crores to Rs. 27.00 Crores, thereby extending an additional facility upto Rs. 12.00 Crores. The proposed amendment is summarised below:

The definition of the "Facility" mentioned in clause 1 of the Loan Agreement dated 20.03.2026 shall now be read as follows:

*"**Facility** means the loan for an amount not exceeding INR 27,00,00,000/- (Indian Rupees Twenty-Seven Crores only)."*

The members are further apprised that the draft loan agreement has a condition to provide a copy of the Special Resolution passed by the Members of the Company under Section 62(3) of the Companies Act, 2013, authorizing Indus to convert the loan into equity shares, preference shares, compulsorily convertible preference shares, optionally convertible preference shares, compulsorily convertible debentures, optionally convertible debentures or any such instrument after following the applicable legal procedure in case of any default in repayment of outstanding dues by the Company.

For the above purpose, approval of members is required in accordance with the provisions of Section 62(3) and all other applicable provisions of the Companies Act 2013, and rules and regulations made thereunder, including any statutory modification and re-enactment thereof,

None of the Directors and Key Managerial Personnel of the Company and/or their relatives are in any way concerned or interested financially or otherwise, in the said resolution.

The Board recommends resolution No.1 to be passed as a special resolution.

ITEM NO. 2:

The members are kindly apprised that the Company had entered into a loan agreement dated 04.06.2025 with Indus Concessions India Private Limited ("Indus") for availing financial assistance in the form of a loan for major maintenance of the project of Rs. 57.21 Crores. The said financial assistance was repayable to Indus by the Company (a) within 12 months of execution of loan agreement; or (b) at any time on demand of lender, whichever is earlier.

Now, it is proposed to extend the loan tenure from 03.06.2026 till 31.03.2027.

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The members are further apprised that the draft loan agreement has a condition to provide a copy of the Special Resolution passed by the Members of the Company under Section 62(3) of the Companies Act, 2013, authorizing Indus to convert the loan into equity shares, preference shares, compulsorily convertible preference shares, optionally convertible preference shares, compulsorily convertible debentures, optionally convertible debentures or any such instrument after following the applicable legal procedure in case of any default in repayment of outstanding dues by the Company.

For the above purpose, approval of members is required in accordance with the provisions of Section 62(3) and all other applicable provisions of the Companies Act 2013, and rules and regulations made thereunder, including any statutory modification and re-enactment thereof,

None of the Directors and Key Managerial Personnel of the Company and/or their relatives are in any way concerned or interested financially or otherwise, in the said resolution.

The Board recommends resolution No.2 to be passed as a special resolution.

For and on behalf of the Board
for Kishangarh Beawar NH-8 Tollway Private Limited

Kishangarh Beawar NH-8 Tollway Pvt. Ltd.

Satish Srivastava
Director
DIN: 10489407

Date: 29th June 2026
Place: Gurgaon

Kishangarh Beawar
NH-8 Tollway Private Limited

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KISHANGARH BEAWAR NH-8 TOLLWAY PRIVATE LIMITED

Registered Office: 5th Floor, Block-2, Vatika Business Park, Sector-49 Gurgaon, Haryana, India-122101

Attendance Slip
(To be handed over at the entrance of the Meeting hall)

Folio No:_______

Client Id:_______ **DP ID:___________**

I hereby record my presence at the Extra Ordinary General Meeting of **Kishangarh Beawar NH-8 Tollway Private Limited** held at shorter notice on Monday, 29th day of June 2026 at 03:30 P.M. (IST), at the Registered Office of the Company at the 5th Floor, Block-2, Vatika Business Park, Sector-49 Gurgaon, Haryana, India-122101

Full name of the Member (in BLOCK LETTERS) ________________________________

Full name of the Proxy /Authorized Representative (in BLOCK LETTERS) ________________________________

Member's/Proxy's Signature ____

--✂--

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Form No. MGT-11
Proxy form

[Pursuant to section 105(6) of the Companies Act, 2013 and rule 19(3) of the Companies (Management and Administration) Rules, 2014*]*

CIN: U45200HR2009PTC039064
Name of the Company: **Kishangarh Beawar NH-8 Tollway Private Limited**
Registered Office: 5th Floor, Block-2, Vatika Business Park, Sector-49 Gurgaon, Haryana, India-122101

Name of the member(s):
Registered address:
E-mail Id:
Folio No/Client Id:
DP ID:

I/We, being the member(s) of _________ Shares of the above-named Company, hereby appoint.

1. Name:___________

   Address:__________

   E-mail Id:_________

   Signature:_________, or failing him

2. Name:___________

   Address:__________

   E-mail Id:_________

   Signature:_________, or failing him

3. Name:___________

   Address:__________

   E-mail Id:_________

   Signature:_________, or failing him

4. Name:___________

   Address:__________

   E-mail Id:_________

   Signature:_________, or failing him

As my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the Extra Ordinary General Meeting of the Company, to be held at shorter notice on Monday, 29th day of June 2026 at 03:30 P.M. (IST), at the Registered Office of the Company at the 5th Floor, Block-2, Vatika Business Park, Sector-49 Gurgaon, Haryana, India-122101 and at any adjournment thereof in respect of such resolution as are indicated below:

Resolution No.:

1) To pass special resolution under section 62(3) of the companies act, 2013 for amendment agreement to the loan agreement dated 20.03.2026 to increase the loan amount from INR 15 crore to INR 27 crore.

Beawar NH-8 Tollway Pv.

2) To pass special resolution under section 62(3) of the companies act, 2013 for amendment agreement to the loan agreement dated 04.06.2025 of INR 57.21_crores with Indus concessions India private limited

Signed this ____day of _____ 2026

Affix Revenue Stamp

Signature of Shareholder

Signature of Proxy holder(s)

Note: This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 1 hour before the commencement of the Meeting.

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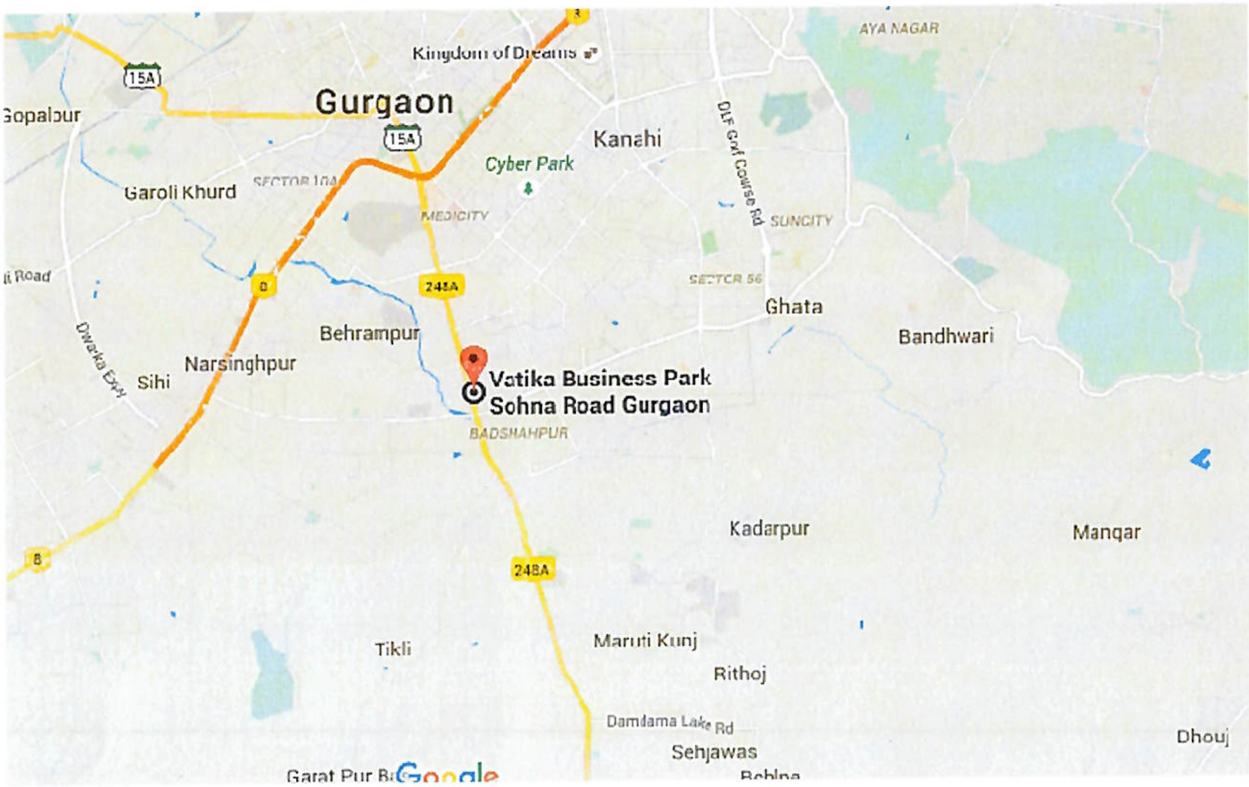
MAP OF THE VENUE

5th Floor, Block-2, Vatika Business Park, Sector-49 Gurgaon, Haryana-122101



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