

ORIENTAL INFRA TRUST

POSTAL BALLOT NOTICE

NOTICE IS HEREBY GIVEN that pursuant to the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended, the amended and restated trust deed dated 8 November 2019 and amended deed thereto dated 06 August 2021 (collectively referred to as "**Trust Deed**") entered into amongst Oriental Structural Engineers Private Limited, Oriental Tollways Private Limited (collectively, the "**Sponsors**") and Axis Trustee Services Limited, in respect of Oriental InfraTrust ("**Trust**" / "**InvIT**"), and the InvIT Documents (as defined in the Trust Deed) ("**InvIT Documents**"), the Resolution appended below is proposed to be passed by the unitholders of the Trust ("**Unitholders**") by Postal Ballot.

The Explanatory Statement pertaining to the proposed decision of the Unitholders setting out the material facts concerning the same and the reasons thereof is annexed hereto along with a Postal Ballot Form for the Unitholders' consideration.

Capitalised terms used herein and not defined shall have the meaning given to such term in the Trust Deed and/ or the Explanatory Statement.

The Board of Directors of OIT Infrastructure Management Limited ("**Board**"), the investment manager of the Trust ("**Investment Manager**") has authorized appointment of Mr. Chetan Gaur, Practicing Company Secretary, New Delhi as the Scrutinizer for conducting the Postal Ballot process in a fair and transparent manner.

Unitholders are requested to carefully read the instructions printed in the Postal Ballot Form and record their decision in the Postal Ballot Form and submit the same duly completed and signed. The same may be deposited personally at the following address:

Mr. Chetan Gaur,
Practicing Company Secretary,
1401, 14th Floor, Vikram Tower,
Rajendra Place, New Delhi- 110008,

or by email at csgaur1989@gmail.com,

not later than 17:00 hours IST on or before Friday, March 11, 2022.

Postage costs will be reimbursed by the Trust on the basis of actual claims, if any. Please note that if any Postal Ballot Form is received after the aforesaid date and time, it will be considered that no reply has been received from the Unitholder and the said Unitholder has chosen to abstain from the voting.

After completion of the scrutiny of the Postal Ballots in a fair and transparent manner, the Scrutinizer will submit its report to the Board or to any other person authorized by the Board after the completion of the scrutiny of the Postal Ballots in a fair and transparent manner.

The results of the Postal Ballot shall be declared on or before Monday, March 14, 2022 and communicated to the stock exchange and shall also be displayed on the Trust's website: <http://orientalInfraTrust.com/>.

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Item No. 1: To avail rupee term loan facilities to an extent of INR 1000.00 Crore (Rupees One Thousand Crore only) (hereinafter referred to as “Rupee Term Loan”) from India Infrastructure Finance Company Limited.

RESOLVED THAT pursuant to the provisions of Clause 13.5 of the amended and restated trust deed dated 08.11.2019 (“**Trust Deed**”) and other applicable provisions of SEBI (Infrastructure Investment Trusts) Regulation, 2014, as amended, (“**SEBI InvIT Regulations**”), 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 and other applicable provisions of the Trust documents, and further subject to such terms and conditions as may be prescribed by any such authority while granting such approvals, if any, the consent of the Unit Holders by way of Significant Majority, be and is hereby granted for:

- (i) the Rupee Term Loan aggregating to INR 1000.00 Crore to be availed by the Trust from India Infrastructure Finance Company Limited (which shall include its assigns, novatees, successors and transferees, hereinafter referred to as the “**Rupee Lenders**”) for refinancing the existing lenders of the Trust, in terms of the sanction letter bearing reference no. IIFCL/OIT/2021-22/18850 dated January 13, 2022 (the “**Sanction Letter**” including the addendums/modifications/supplements thereto) and loan agreements to be executed inter alios between the Trust (acting through Axis Trustee Services Limited, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013, with corporate identification number U74999MH2008PLC182264 and having its registered office at Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai – 400 025, Maharashtra, India and a corporate office at The Ruby, 2nd Floor, SW, 29, Senapati Bapat Marg, Dadar West, Mumbai 400028 (the “**InvIT Trustee**”) and the Rupee Lenders (the “**Loan Agreement(s)**”) and such other financing documents to be executed in relation thereto, including but not limited to accession/ supplemental/ addendum documents in relation thereto (collectively the “**Financing Documents**”);
- (ii) execution of the Loan Agreement and other Financing Documents with the Rupee Lenders or their agents/trustee by OIT Infrastructure Management Limited (the “**Investment Manager**”) and the Trust (acting through the InvIT Trustee) and any other persons, in relation to the Rupee Term Loan, including such other documents, agreements, attorney, deeds (including accession deeds) as may be required by the Rupee Lenders (collectively the “**Borrowing Documents**”);
- (iii) doing all such acts, deeds matters and things, as the Investment Manager or the Project SPVs may, in their absolute discretion, deem necessary or desirable or expedient and to settle any question that may arise in this regard and incidental thereto, without being required to seek any further consent or approval of all or any Unit Holders or otherwise to the end and intent that the Unit Holders shall be deemed to have given their approval and ratification thereto expressly by the authority of this resolution;

RESOLVED FURTHER THAT for the purpose of giving effect to the matters flowing from, connected with and incidental to any of the matters mentioned in the aforesaid resolutions the

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board of directors of the Investment Manager be and is hereby authorised on behalf of the Trust to:

- (i) do all such acts, deeds matters and things, as it may, in its absolute discretion, deem necessary or desirable or expedient and to settle any question that may arise in this regard and incidental thereto, without being required to seek any further consent or approval of all or any Unit Holders or otherwise to the end and intent that the Unit Holders shall be deemed to have given their approval and ratification thereto expressly by the authority of this resolution;
- (ii) negotiate, settle, finalise, execute, modify, amend and restate and deliver the Borrowing Documents and such other documents that are incidental or ancillary to or necessary to give effect to the above resolutions and to do all such other acts, deeds and things as may be considered necessary and expedient in the interest of the Trust and as may be required by the Rupee Lenders, from time to time, in relation to the Rupee Term Loan.

RESOLVED FURTHER THAT the board of directors of the Investment Manager be and is hereby authorised to delegate all or any of its powers herein to any one or more of the directors or other key managerial personnel of the Investment Manager.

RESOLVED FURTHER THAT the Investment Manager (through its directors and authorized signatories) is hereby authorised to make appropriate recommendations to the InvIT Trustee/Project SPVs (as may be applicable) and the Project SPVs are authorized to act pursuant to the same to execute the Guarantee(s), the Borrowing Documents and any other documents that are incidental or ancillary to or necessary to give effect to the above resolution and to do all such other acts, deeds and things as may be considered necessary and expedient in the interest of the Trust and as may be required by the Rupee Lenders, from time to time, in relation to the Rupee Term Loan.

RESOLVED FURTHER THAT the copies of the foregoing resolution, requisite documents certified to be true copies by the Investment Manager be furnished to the Rupee Lenders, their agents or any other person as may be required by the Rupee Lender or their agents.

Item No. 2: To utilize rupee term loan facilities aggregating up to INR 1000.00 Crore (Indian Rupees One Thousand Crore only) ("Rupee Term Loan") proposed to be availed from India Infrastructure Finance Company Limited for refinancing of existing term loan of the lenders of the Trust, and to secure the Rupee Term Loan *inter-alia* against the security of the assets of the Trust and joint and several guarantee(s) by the Project Entities (other than ONBHL) and such other project companies as may be acquired by the Trust in future, to the satisfaction of the Rupee Lenders (collectively, "Project SPVs") in terms of the Financing Documents.

RESOLVED THAT pursuant to the provisions of Clause 13 of the Trust Deed, Clause 13.5 of the amended and restated trust deed dated 08.11.2019 ("**Trust Deed**"), other Trust documents, policies and the applicable provisions of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended, ("**SEBI InvIT Regulations**"), 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, and subject to the receipt of requisite

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approvals (including the approval of the other existing lenders of the Trust and the approval of the existing lenders/trustee at: (i) Oriental Nagpur Betul Highway Limited (“ONBHL”) and/or; (ii) EtawahChakeri (Kanpur) Highway Private Limited (“ECKHPL”) and/or; (iii) Oriental Pathways (Indore) Private Limited (“OPIPL”) and/or; (iv) OSE HungundHospet Highways Private Limited (“OHHHPL” together with ONBHL, ECKHPL, OPIPL, OHHHPL be hereinafter referred to in as the “**Project Entities**”), if applicable and required under any prior facility agreement(s) for creation of security interest pursuant to the Borrowing Documents), if any, and further subject to such terms and conditions as may be prescribed by any such authority while granting such approvals, if any, the consent of the Unit Holders by way of Significant Majority, be and is hereby granted for:

- (i) creation of security interest by way of non-disposal undertaking/pledge/mortgage/hypothecation/assignment (*as applicable*) over the loans and receivables (along with underlying security interest, if any), shares/ securities held in the Project Entities and such other project companies as may be acquired by the Trust in future, to the satisfaction of the Rupee Lenders (collectively, “**Project SPVs**”), and any other movable and immovable assets, properties and contracts of the Trust (acting through the InvIT Trustee);
- (ii) the Project SPVs (other than ONBHL) to secure the Rupee Term Loan as may be required by the Rupee Lenders and furnish a guarantee in relation to the Rupee Term Loan;
- (iii) issuance of joint and several guarantee(s) by the Project SPVs (other than ONBHL) for guaranteeing the Rupee Term Loan and execution of the guarantee(s) by the Project SPVs (“**Guarantee(s)**”), which shall form a part of the Borrowing Documents;
- (iv) the Project SPVs to secure the loans and advances given by the Trust by way of creation of pledge/mortgage/hypothecation/assignment (*as applicable*) of all movable and immovable assets, properties and contracts of the Project SPVs in favor of the Trust, if required by the Rupee Lenders;
- (v) doing all such acts, deeds matters and things, as the Investment Manager or the Project SPVs may, in their absolute discretion, deem necessary or desirable or expedient and to settle any question that may arise in this regard and incidental thereto, without being required to seek any further consent or approval of all or any Unit Holders or otherwise to the end and intent that the Unit Holders shall be deemed to have given their approval and ratification thereto expressly by the authority of this resolution;
- (vi) the Project SPVs to negotiate, settle, finalise, execute, modify, amend and restate and deliver the Guarantee(s) and any other documents that are incidental or ancillary to or necessary to give effect to the above resolution and to do all such other acts, deeds and things as may be considered necessary and expedient in the interest of the Trust and as may be required by the Rupee Lenders, from time to time, in relation to the Rupee Term Loan.

RESOLVED FURTHER THAT for the purpose of giving effect to the matters flowing from, connected with and incidental to any of the matters mentioned in the aforesaid resolutions the

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board of directors of the Investment Manager be and is hereby authorised on behalf of the Trust to:

- (i) do all such acts, deeds matters and things, as it may, in its absolute discretion, deem necessary or desirable or expedient and to settle any question that may arise in this regard and incidental thereto, without being required to seek any further consent or approval of all or any Unit Holders or otherwise to the end and intent that the Unit Holders shall be deemed to have given their approval and ratification thereto expressly by the authority of this resolution;
- (ii) negotiate, settle, finalise, execute, modify, amend and restate and deliver the Loan Agreements, Borrowing Documents and such other documents that are incidental or ancillary to or necessary to give effect to the above resolutions and to do all such other acts, deeds and things as may be considered necessary and expedient in the interest of the Trust and as may be required by the Rupee Lenders, from time to time, in relation to the Rupee Term Loan.

RESOLVED FURTHER THAT the board of directors of the Investment Manager be and is hereby authorised to delegate all or any of its powers herein to any one or more of the directors or other key managerial personnel of the Investment Manager.

RESOLVED FURTHER THAT the Investment Manager (through its directors and authorized signatories) is hereby authorised to make appropriate recommendations to the InvIT Trustee/Project SPVs (as may be applicable) and the Project SPVs are authorized to act pursuant to the same to execute the Guarantee(s), Borrowing Documents and any other documents that are incidental or ancillary to or necessary to give effect to the above resolution and to do all such other acts, deeds and things as may be considered necessary and expedient in the interest of the Trust and as may be required by the Rupee Lenders, from time to time, in relation to the Rupee Term Loan.

RESOLVED FURTHER THAT the copies of the foregoing resolution, requisite documents certified to be true copies by the Investment Manager be furnished to the Rupee Lenders, their agents or any other person as may be required by the Rupee Lender or their agents.

For Oriental InfraTrust

By Order of the Board

OIT Infrastructure Management Limited

(as the Investment Manager to Oriental InfraTrust)

Sd/-

Gaurav Puri

Compliance Officer

Date: February 17, 2022

Place: New Delhi

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NOTES:

The Explanatory Statement stating all material facts and the reasons for the proposed resolutions are annexed herewith.

The Postal Ballot Notice along with the Postal Ballot Form is being sent to Unitholders at the email address registered with their Depository Participants by permitted mode.

Only those Unitholders whose names are recorded in the Register of Beneficial Owners maintained by the Depositories as on the cut-off date i.e. February 16, 2022 will be entitled to cast their votes by Postal Ballot.

Resolutions passed by the Unitholders through Postal Ballot are deemed to have been passed as if they have been passed at a general meeting of the Unitholders.

In case a Unitholder is desirous of obtaining a printed Postal Ballot Form or a duplicate, he or she may send an e-mail to gaurav.puri@orientalindia.com. The Investment Manager on behalf of the Trust shall forward the same to the Unitholder.

A Unitholder cannot exercise his vote by proxy on Postal Ballot.

Unitholders are requested to read the instructions printed in the Postal Ballot Form for exercising their vote, the Unitholders can exercise their vote either by submitting duly completed and signed physical Postal Ballot form with the Scrutinizer, so that it reaches the Scrutinizer (not later than close of working hours 17:00 hours IST) by Friday, March 11, 2022. The postage costs will be reimbursed by the Trust on the basis of actual claim, if any or the Unitholders can exercise their vote by emailing the completed and signed Postal Ballot form to the Scrutinizer at csgaur1989@gmail.com (not later than close of working hours 17:00 hours IST) Friday, March 11, 2022. If any Postal Ballot is received after 17:00 hours IST on Friday, March 11, 2022 it will be considered that no reply from the Unitholder has been received.

The Scrutinizer will submit its report to the Board of Directors/person duly authorised by the Board of Investment Manager after the completion of scrutiny and the result of the voting by Postal Ballot will be announced by any officer of the Investment Manager duly authorized within 48 working hours and will be displayed on the website of the Trust: <http://orientalInfraTrust.com/>, besides being communicated to the Stock Exchange, registrar and unit transfer agent on the said date.

The last date for the receipt of duly completed Postal Ballot Forms shall be the date on which the resolution would be deemed to have been passed, if approved by the requisite majority.

All the material documents referred to in the Explanatory Statement will be available for inspection at the registered office of the Trust during office hours on all working days from the date of dispatch until the last date for receipt of votes by Postal Ballot i.e. Friday, March 11, 2022.

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 csgaur1989@gmail.com or send physical copies together with the Postal Ballot form at the following address: Chetan Gaur, Practising Company Secretary, New Delhi, 1401, 14th Floor, Vikram Tower, Rajendra Place, New Delhi-110008.

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EXPLANATORY STATEMENT

Item No. 1: To avail rupee term loan facility to an extent of INR 1000.00 Crore (Indian Rupees One Thousand Crore) (hereinafter referred to as "Rupee Term Loan") from India Infrastructure Finance Company Limited.

As per the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, if the aggregate consolidated borrowings and deferred payments of the InvIT, holdco and the SPV(s), net of cash and cash equivalents exceed twenty five per cent and upto forty nine per cent of the value of the InvIT assets, for any further borrowing approval of the Unitholders by way of simple majority and credit rating from a credit rating agency registered with the Board is required. However, as per the provision of Trust Deed, for any prepayment/ refinance of existing term loan of the Trust, approval of the Unitholders by way of significant majority is required.

It is now proposed that the Trust shall avail the rupee term loan facility aggregating up to INR 1000.00 Crore (Indian Rupees One Thousand Crore) from India Infrastructure Finance Company Limited ("**Rupee Lenders**", which shall include its assigns, novatees, successors and transferees) for refinancing of existing term loan of the lenders of the Trust.

The aggregate consolidated borrowings and deferred payments of the InvIT, holdco and the SPV(s), net of cash and cash equivalents exceed twenty five per cent and after considering the proposed Rupee Term Loan it shall be upto forty nine per cent of the value of the InvIT assets and the same shall be utilized to prepay/ refinance the existing loan of the lenders of InvIT, thus approval of the Unitholders by way of significant majority is sought.

The Trust is rated AAA/Stable by CRISIL and ICRA. The rating for the Rupee Term Loan has been applied for and is in process.

The Rupee Term Loan is required for refinancing of existing term loan of the lenders of the Trust.

The creation of security interest pursuant to the terms of the Borrowing Documents is subject to the approval of the other existing lenders of the Trust and the approval of the existing lenders/trustee at the Project Entities, as may be applicable, same has been applied for and the aforesaid security interest will be created as per the timelines of Borrowing Documents.

In view of the above, the Investment Manager recommends the resolution as set out in Item No. 1 of this notice for prior approval all Unitholders

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Item no. 2: To utilize the said rupee term loan facilities aggregating up to INR 1000.00Crore (Indian Rupees One Thousand Crore only)(“Rupee Term Loan”) proposed to be availed from India Infrastructure Finance Company Limited for refinancing of existing term loan of the lenders of the Trust, as may be finalised and agreed with the Rupee Lenders and for payment of transaction expenses thereto, and to secure the Rupee Term Loan *inter-alia* against the security of the assets of the Trust and joint and several guarantee(s) by the Project Entities and such other project companies as may be acquired by the Trust in future, to the satisfaction of the Rupee Lenders (collectively, “Project SPVs”) in terms of the Financing Documents.

The Rupee Term Loan shall be secured *inter-alia* by first security interest ranking pari-passu with the other term loan lenders of the Trust(including L&T Finance Limited, from which, the Trust has proposed to avail a financial assistance aggregating up to INR 400.00 Crore)

- i. all immovable assets of the Trust, present and future;
- ii. all movable assets of the Trust including accounts, receivables (including receivables from the Current Subsidiaries & Future Subsidiaries for the loan provided by the InvIT), inventories, contract rights, securities, patents, trademarks, other intellectual property, equipment, real estate and/or leasehold interests, etc., present and future;
- iii. all insurance proceeds of the Trust, present and future;
- iv. a pledge over 51% shares of the Current Subsidiaries & Future Subsidiaries held by the InvIT, subject to concession agreement and section 19(2) & (3) of the Banking Regulation Act, except ONBHL;
- v. NDU/POA on the balance shares of Current Subsidiaries & Future Subsidiaries held by the InvIT, subject to concession agreement
- vii. subject to the concession agreement and NHAI approval, if required, all rights, title, benefit, interest and claims in the loans provided by the InvIT to the Current Subsidiaries & Future Subsidiaries (including all security created/provided/to be provided in relation thereto by the Current Subsidiaries & Future Subsidiaries to the InvIT);
- viii. Corporate Guarantees of all the SPV's/ Current Subsidiaries and Future Subsidiaries, except ONBHL.

The creation of security interest pursuant to the Borrowing Documents is subject to the approval of the other existing lenders of the Trust and the approval of the existing lenders/trustee at the Project Entities, as may be applicable, same has been applied for and the aforesaid security interest will be created as per the timelines of Borrowing Documents.

In view of the above, the Investment Manager recommends the resolution as set out in Item No. 2 of this notice for prior approval all Unitholders

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POSTAL BALLOT FORM Oriental InfraTrust

(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)

Name of the Trust : Oriental InfraTrust
Principal Place of business/ : 3rd Floor, Plot No.8, Sector: B-7, Local Shopping Complex, Vasant Kunj, New Delhi – 110070
Registered Office : OSE commercial Block, Hotel Aloft, Asset-5B, Aerocity, Hospitality District, IGI Airport, New Delhi-110037Tel: 011-49531100
SEBI Registration No. : IN/ InvIT/ 18-19/ 0011

S No	Particulars	Details
1.	Name of the Unitholder(s)	
2.	Registered Address and Email ID	
3.	No. of Units held	
4.	Folio No./ Client ID	
5.	DP ID	

I/We hereby give my/our instructions to the Investment Manager through Postal Ballot for the business stated in the Notice of the Oriental InfraTrust by conveying my decision in the appropriate box below:

S. No	Item Name	No. of Units	I assent to the resolution	I dissent to the resolution
1	Item no. 1: To avail rupee term loan facilities to an extent of INR 1000.00 Crore (Rupees One Thousand Crore only) (hereinafter referred to in as "Rupee Term Loan") from India Infrastructure Finance Company Limited.			
2.	Item no. 2: To utilize the said rupee term loan facilities aggregating up to INR 1000.00Crore (Indian Rupees One Thousand Crore only)("Rupee Term Loan") proposed to be availed from			

Principal Place of Business: 3rd Floor, Plot No.8, Sector: B-7, Local Shopping Complex, VasantKunj, New Delhi – 110070
Correspondence Address: OSE commercial Block, Hotel Aloft, Asset-5B, Aerocity, Hospitality District, IGI Airport, New Delhi-110037Tel: 011-49531100, E-Mail: orientalInfraTrust@orientalindia.com, Website: www.orientalInfraTrust.com

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S. No	Item Name	No. of Units	I assent to the resolution	I dissent to the resolution
	India Infrastructure Finance Company Limited for refinancing of existing term loan of the lenders of the Trust, and to secure the Rupee Term Loan <i>inter-alia</i> against the security of the assets of the Trust and joint and several guarantee(s) by the Project Entities (other than ONBHL) and such other project companies as may be acquired by the Trust in future, to the satisfaction of the Rupee Lenders (collectively, "Project SPVs") in terms of the Financing Documents.			

Place:

Date:

(Signature of the Unitholder)

Name: