



ASCENDAS INDIA TRUST

(Registration Number: 2007004)

(a business trust registered under the Singapore Business Trusts Act, Chapter 31A)

Managed by Ascendas Property Fund Trustee Pte. Ltd., (Company Registration Number: 200412730D)

as trustee-manager of Ascendas India Trust

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an **EXTRAORDINARY GENERAL MEETING** of Ascendas India Trust (“a-iTrust”) will be held on Thursday, 13 July 2017 at 3.30 p.m. (or as soon thereafter as the Annual General Meeting of a-iTrust to be held at 2.30 p.m. on the same day and at the same place is concluded or adjourned) at Hilton Singapore, Grand Ballroom, Level 3, 581 Orchard Road, Singapore 238883, for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolution:

THE PROPOSED ENTRY INTO THE NEW MASTER PROPERTY MANAGEMENT AGREEMENT (ORDINARY RESOLUTION)

- (i) approval be and is hereby given for the entry into the new master property management agreement (the “**New Master PMA**”) between (i) Ascendas Property Fund Trustee Pte. Ltd. as the trustee-manager of a-iTrust (the “**Trustee-Manager**”) and (ii) Ascendas Services (India) Private Limited as the property manager of a-iTrust, as described in the circular to the unitholders of a-iTrust (“**Unitholders**”) dated 27 June 2017 (the “**Circular**”);
- (ii) approval be and is hereby given for the payment of all fees, expenses and reimbursements relating to or arising from the New Master PMA; and
- (iii) the Trustee-Manager and any director of the Trustee-Manager (“**Director**”) be and are hereby severally authorised to complete and do all such acts and things (including executing the New Master PMA, the new individual property management agreements and other agreements or documents pursuant to or in connection with the entry into the New Master PMA) as the Trustee-Manager or, as the case may be, such Director may consider expedient or necessary or in the interests of a-iTrust to give effect to the New Master PMA.

BY ORDER OF THE BOARD

Ascendas Property Fund Trustee Pte. Ltd.

(Company Registration No. 200412730D)

As Trustee-Manager of Ascendas India Trust

Mary Judith de Souza
Company Secretary

Singapore
27 June 2017

Notes:

- (1) A Unitholder entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint not more than two (2) proxies to attend and vote in his stead. A proxy need not be a Unitholder.
- (2) Where a Unitholder appoints more than one (1) proxy, the appointments shall be invalid unless he/she specifies the proportion of his/her holding (expressed as a percentage of the whole) to be represented by each proxy.
- (3) The instrument appointing a proxy must be lodged at the Unit Registrar’s office at Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623 not less than 48 hours before the time appointed for the Extraordinary General Meeting.

Personal Data Privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Extraordinary General Meeting and/or any adjournment thereof, a Unitholder of a-iTrust (i) consents to the collection, use and disclosure of the Unitholder’s personal data by the Trustee-Manager (or its agents) for the purpose of the processing and administration by the Trustee-Manager (or its agents) of proxies and representatives appointed for the Extraordinary General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Extraordinary General Meeting (including any adjournment thereof), and in order for the Trustee-Manager (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “**Purposes**”), (ii) warrants that where the Unitholder discloses the personal data of the Unitholder’s proxy(ies) and/or representative(s) to the Trustee-Manager (or its agents), the Unitholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Trustee-Manager (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the Unitholder will indemnify the Trustee-Manager in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Unitholder’s breach of warranty.