THIS DOCUMENT AND THE ACCOMPANYING FORM OF PROXY ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION. If you are in any doubt as to what action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other professional adviser authorised under the Financial Services and Markets Act 2000 if you are in the United Kingdom or, if you are resident outside the United Kingdom, from another appropriately qualified financial adviser.

The whole of this document should be read. Prospective investors should carefully consider section 10 entitled “Risk Factors” in the letter from the Chairman before taking any action. All statements regarding the Company’s business, financial position, and prospects should be viewed in light of the “Risk Factors”.

If you have sold or transferred all of your Ordinary Shares please forward this document together with the accompanying Form of Proxy, as soon as possible to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee.

INFRASTRUCTURE INDIA PLC

(Incorporated and registered in the Isle of Man under the Isle of Man Companies Act 2006 with number 002457V)

Proposed US$125 million financing
Notice of Extraordinary General Meeting

Your attention is drawn to the letter from the Chairman of the Company set out in this document in which the Directors unanimously recommend that you VOTE IN FAVOUR of the Resolution to be proposed at the Extraordinary General Meeting.

A notice convening an Extraordinary General Meeting of the Company to be held at IOMA House, Hope Street, Douglas, Isle of Man, IM1 1AP at 11.00 a.m. on 24 August 2018 is set out at the end of this document. A Form of Proxy for use at the EGM is enclosed.

Whether or not you intend to attend the EGM in person, please complete, sign and return the accompanying Form of Proxy in accordance with the instructions printed on it as soon as possible but, in any event, so as to be received by IOMA House, Hope Street, Douglas, Isle of Man, IM1 1AP no later than 11.00 a.m. on 22 August 2018, being 48 hours before the time appointed for the holding of the EGM. Completion and posting of the Form of Proxy will not prevent you from attending and voting in person at the EGM if you wish to do so.

This document contains forward-looking statements which are subject to assumptions, risks and uncertainties. Although the Company believes that the expectations reflected in these forward-looking statements are reasonable, there can be no assurance that these expectations will prove to have been correct. Because these statements involve risks and uncertainties, actual results may differ materially from those expressed or implied by those forward-looking statements. Each forward-looking statement is correct only as of the date of the particular statement. The Company does not undertake any obligation publicly to update or revise any forward-looking statement as a result of new information, future events or other information, although such forward-looking statements will be publicly updated if required by the AIM Rules or by law.

No person has been authorised to give any information or make any representations other than those contained in this document and, if given or made, such information or representations must not be relied on as having been so authorised. The delivery of this document shall not, under any circumstances, create any implication that there has been no change in the affairs of the Group since the date of this document or that the information is correct as of any subsequent time.

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If you have any questions relating to this document, the EGM or the completion or return of the Form of Proxy, please telephone 01624 681250 between 9.00 a.m. and 5.00 p.m. (Isle of Man time) Monday to Friday (except Isle of Man public holidays) on 01624 681250 or, if calling from outside the United Kingdom, +44 1624 681250. Calls to the FIM Capital 01624 681250 number are charged at 10p per minute (including VAT) plus any of your service provider's additional network charges. Calls to the FIM Capital +44 01624 681250 number from outside the UK are charged at applicable international rates. Different charges may apply to calls made from mobile telephones and calls may be recorded and monitored randomly for security and training purposes. FIM Capital cannot provide advice on the merits of the Proposed Financing nor give any financial, legal or tax advice.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Posting of this document and the Form of Proxy	31 July 2018
Latest time and date for receipt of Forms of Proxy	11.00 a.m. on 22 August 2018
Extraordinary General Meeting	11.00 a.m. on 24 August 2018

Notes:

(1) Each of the dates in the above timetable is subject to change. Changes to the above timetable will be notified through a Regulatory Information Service and/or to Shareholders, as appropriate.

(2) References to times in the document are to Isle of Man time (unless otherwise stated).

LETTER FROM THE CHAIRMAN OF THE COMPANY

INFRASTRUCTURE INDIA PLC

(*Incorporated and registered in the Isle of Man under the Isle of Man Companies Act 2006 with number 002457V*)

Directors:	*Registered office:*
Tom Tribone (*Chairman*)	IOMA House
Sonny Lulla	Hope Street
M. S. Ramachandran	Douglas
Rob Venerus	Isle of Man IM1 1AP
Tim Walker	

31 July 2018

Dear Shareholder

Proposed US$125 million financing

Notice of Extraordinary General Meeting

1. Introduction

IIP today announced that it had entered into conditional proposed financing agreements pursuant to which a total of up to US$125 million (approximately £95.5 million) before expenses will be made available to the Group (the "**Proposed Financing**") by way of the issue of up to 7,500 DLII Convertible Preference Shares in the capital of Distribution and Logistics Infrastructure India ("**DLII**") for an aggregate consideration of up to US$75 million and the sale by the Group of ordinary shares in DLII, representing 24 per cent. of DLII's issued share capital, currently held by Infrastructure India Holdco ("**IIH**") ("**Sale Shares**") for a consideration of US$50 million. The investors subscribing for the DLII Convertible Preference Shares and acquiring the Sale Shares under the Proposed Financing are PSA India Intermodal Pte. Ltd. and Mahogany Singapore Company Pte. Ltd. (together, the "**Investors**"). Background information in relation to the Investors can be found at section 4 below.

The net proceeds of issue of the DLII CPS will be used to provide construction and working capital to Distribution Logistics Infrastructure Private Limited ("**DLI**") and the proceeds from the sale of the Sale Shares are intended by the Board to be applied by the Group towards the repayment or partial repayment of existing IIP loan facilities in due course and to provide additional working capital to the Group. A summary of the agreements entered into in connection with the Proposed Financing (the "**Transaction Documents**") can be found in section 6 below.

The proposed disposal of the Sale Shares, being existing assets of the Group, is of a sufficient size relative to that of the Group to constitute a disposal resulting in a fundamental change of business pursuant to Rule 15 of the AIM Rules for Companies and, as a result, completion of the Proposed Financing is conditional, *inter alia*, upon the approval of Shareholders.

The purpose of this document is to provide Shareholders with information regarding the Proposed Financing and to convene the Extraordinary General Meeting at which Shareholder approval of the Proposed Financing will be sought. If the Resolution put to Shareholders at the EGM is not passed, the Company will be unable to proceed with the Proposed Financing.

Further information about the Proposed Financing, the EGM and the Company's current trading and prospects is set out below and summary details of the Company's portfolio are set out in the Appendix to this document. Further information about the Company and its portfolio, financial information and constitutional documents can be found on the Company's website at: www.iiplc.com.

The Board believes that the Proposed Financing is in the best interests of the Company and Shareholders as a whole and unanimously recommends that you vote in favour of the Resolution to be proposed at the EGM as the Directors intend to do in respect of their own beneficial shareholdings.

In addition, the Directors of IIP confirm that they have received an irrevocable undertaking to vote in favour of the Resolution from GGIC IIP Holdings, Ltd. in respect of 175,324,980 Ordinary Shares, representing 25.77 per cent. of the Company's issued ordinary share capital.

2. Background to and reasons for the Proposed Financing

IIP is a closed end investment company and was admitted to trading on AIM in March 2011. The Group focuses on investing in Indian infrastructure projects and currently has three assets in its portfolio in the logistics and energy sectors.

Funding constraints have overshadowed progress at IIP's largest asset, DLI. Without sufficient completion capital, DLI has to date been unable to further progress construction at its terminals and has instead focussed on streamlining its existing operations. DLI's operational terminal at Nagpur continues to increase its market share and to acquire new customers but the inability to complete Phase 2 construction at Nagpur has to date held back growth in bulk cargo, auto logistics and warehousing.

DLI has entered into financing arrangements with a consortium led by Bank of Baroda ("**BOB Lenders**") and a consortium led by Punjab National Bank ("**PNB Lenders**"). IIP has continued to provide working capital and debt service support to DLI over the past year and has also agreed to act as sponsor in support of DLI's obligations to the BOB Lenders and the PNB Lenders. The Proposed Financing would provide sufficient capital to enable DLI to complete, commission and ramp up all of its terminal facilities.

Additionally, the partnership with PSA, which is one of the leading global port groups, which would result from the Proposed Financing will provide DLI with the additional expertise and know-how of an established global platform and enhanced marketing opportunities.

The net proceeds of the DLII CPS will be used to provide construction and working capital to DLI. The Board intends that the proceeds from the disposal of the Sale Shares be utilised to repay the unsecured US$40 million bridging loan facility (the "**Bridging Loan**") provided to the Company by Cedar Valley Financial ("**Cedar Valley**") in accordance with its terms. The Bridging Loan is due for repayment on the earlier of (i) 15 days following the completion of the Proposed Financing; and (ii) 17 September 2018.

Notwithstanding the current intention of the Board in this regard, the Company is in discussions with Cedar Valley and GGIC, Ltd. ("**GGIC**") in relation to the possible partial repayment of the Bridging Loan and the US$21.5 million working capital loan (the "**Working Capital Loan**") provided to the Company by GGIC with a maturity date of 17 September 2018 and with a view to further extending the maturity of both the Bridging Loan and the Working Capital Loan. Announcements will be made by the Company in this regard, as appropriate, in due course.

3. Effects of the Proposed Financing

Pursuant to the Transaction Documents, an aggregate of up to US$125 million (approximately £95.5 million) before expenses will be conditionally made available to the Group by way of: (i) the issue by DLII of the DLII CPS in an amount of up to US$75 million ("**DLII CPS Amount**"); and (ii) the sale by IIH of the Sale Shares in DLII for a consideration of US$50 million. Each component of the Proposed Financing is conditional, *inter alia*, upon Shareholders passing the Resolution to be proposed at the EGM on 24 August 2018.

The net proceeds of the Proposed Financing will provide construction and working capital to DLI, will enable the Group to pay down the Bridging Loan (in whole or in part) and, subject to Cedar Valley and GGIC agreement, the Working Capital Loan and will provide additional working capital for the Group.

IIP is currently interested in 100 per cent. of the share capital of DLI. Following the disposal of the Sale Shares, IIP's interest in DLI will be reduced to 76 per cent. On conversion of the DLII CPS, which will take place based upon an enterprise valuation of DLI at 7.5x EBITDA for the 12 months ending June 2021, IIP's interest in DLI will be reduced to a minimum of 20 per cent. and a maximum of 49 per cent.

However, on conversion of the DLII CPS following of the occurrence of an event of default under any of the Transaction Documents, IIP's interest in DLI could be reduced to zero.

4. The Investors

PSA India Intermodal Private Ltd ("**PSA**") is part of PSA International, one of the leading global port groups with significant port operations in countries across Asia, Europe and the Americas.

As one of the leading global port groups, PSA International participates in around 40 terminals in 16 countries across Asia, Europe and the Americas with flagship operations in PSA Singapore Terminals and PSA Antwerp, and five container terminals in India. In its terminals across the world, PSA brings along its operational expertise and commercial network with shipping line customers and logistics industry partners and suppliers to deliver reliable and efficient service to the customers.

Mahogany Singapore Pte. Ltd. ("Gateway") is a private limited company incorporated in accordance with the laws of the Republic of Singapore. It is ultimately wholly owned by an exempted limited partnership domiciled in the Cayman Islands, with Gateway Partners Limited ("**Gateway Partners**") as the general partner.

Gateway Partners is a private equity firm focused on investment opportunities across target regions – Africa, the Middle East, South Asia and South East Asia – with offices in Singapore and Dubai. Gateway Partners' current platform is a Cayman Island-based exempted limited partnership focused on growth capital and special situations focused on the target regions and selected companies in other countries that have direct and significant operations in the foregoing regions.

5. Use of proceeds

The Company intends to apply the proceeds of the Proposed Financing as follows:

Use	*US$m*
DLI construction and working capital	75
Group creditors, debt service	43
Group working capital and transaction costs	7

The proceeds from the DLII Convertible Preference Shares are expected to enable DLI to finance the construction of all existing DLI terminals through to completion, to meet other DLI lender requirements and provide DLI with additional working capital.

At Group level, the proceeds from the disposal of the Sale Shares are intended by the Board to be applied towards the repayment of the Bridging Loan in accordance with its terms. Notwithstanding the current intention of the Board in this regard, the Company is in discussions with Cedar Valley and GGIC to seek to facilitate the partial repayment of the Bridging Loan and the Working Capital Loan and to extend the maturity of both the Bridging Loan and the Working Capital Loan.

6. Summary of Transaction Documents

The Investors propose to purchase an aggregate 24 per cent. equity interest in DLII through the purchase of the Sale Shares and additionally to inter-conditionally subscribe for the DLII CPS in DLII. In connection with the Proposed Financing, the Group has entered into the following material conditional Transaction Documents:

- a sale and purchase agreement between (1) PSA, (2) Gateway, (3) IIP and (4) IIH in respect of the sale of the Sale Shares to the Investors ("**Sale and Purchase Agreement**")
- a share subscription agreement between (1) PSA, (2) Gateway, (3) IIP, (4) IIH, (5) DLI and (6) DLII in respect of the issue of the DLII CPS to the Investors ("**Share Subscription Agreement**")
- a shareholders' agreement between (1) PSA, (2) Gateway, (3) IIP, (4) IIH, (5) DLI and (6) DLII to regulate the affairs of DLII and the respective rights of the shareholders of DLII ("**Shareholders' Agreement**")

At closing, IIH will also be entering into a pledge of shares between IIH (as pledgor), the Investors (as pledgees) and DLII in relation to the first ranking fixed share pledge over all the ordinary shares in DLII held by IIH ("**Share Pledge**"). The key terms of each Transaction Document are set out below.

The Proposed Financing is conditional upon, *inter alia*, the passing of the Resolution at the EGM and on Indian regulatory and DLI lender approvals including the consent of the BOB Lenders and PNB Lenders.

Sale and Purchase Agreement

IIH has conditionally agreed to sell the Sale Shares to the Investors (in the ratio of 70 per cent. PSA / 30 per cent. Gateway) in return for an aggregate cash consideration of US$50 million. IIP, as sole shareholder of IIH, has agreed to procure that IIH will sell the Sale Shares to the Investors and must, among other things, fulfil completion deliverables and procure and ensure undertakings are complied with by each Group company. The Transaction Documents envisage the fulfilment of conditions precedent within a six-month timeframe.

Pursuant to the Sale and Purchase Agreement, IIP has granted each Investor a put option so that, on the occurrence of an event of default under any of the Transaction Documents, each Investor can require IIP to purchase and pay for all of the Sale Shares held by the relevant Investor during the option period ("**Put Option**"). On any exercise of the Put Option by an Investor (which must be in respect of all of the shares in DLII held by the relevant Investor), the aggregate price payable by IIP for the Sale Shares will be such amount that will enable the relevant Investor(s) to receive an amount equal to the consideration paid by it for the Sale Shares plus an accreted value equal to an IRR of 12 per cent. The Put Option shall be exercisable by the Investors until such time as DLII issues new ordinary shares in DLII to Investors on conversion of the DLII CPS in accordance with the Share Subscription Agreement.

Share Subscription Agreement

Pursuant to the Share Subscription Agreement, the Investors agreed to subscribe for up to US$75 million of DLII CPS in multiple tranches (in the ratio of 70 per cent. PSA / 30 per cent. Gateway). DLII will be entitled to issue call notices in drawing down the DLII CPS in minimum amounts of US$15 million.

The Investors have also conditionally agreed to subscribe for an additional US$10 million of DLII CPS in the event of DLI construction and project cost overruns. Any DLII CPS amount not utilised and required to be subscribed by the Investors within 24 months from the issuance of the initial tranche of DLII CPS will be cancelled and no longer available to DLII.

The rights attaching to the DLII CPS to be issued pursuant to the Share Subscription Agreement can be summarised as follows:

Issue price:	US$10,000 per DLII CPS.
Preferred return:	9.0 per cent. per annum (or 12.0 per cent. per annum on the occurrence of an event of default under the Transaction Documents) calculated based on the actual number of days elapsed over a 360-day year and compounded semi-annually (the "**CPS Preferred Return**").
Conversion:	Provided all conditions under the Share Subscription Agreement are satisfied, outstanding DLII CPS as at the date of determination of the DLII Post-Money Equity Value (as defined below) as at 30 June 2021 will be mandatorily converted into ordinary shares in DLII. On conversion, the Company shall issue to the Investors such number of shares in DLII as is equivalent to "**N**" at a price per share that is equivalent to "**P**", each as determined in accordance with the following formula. "**T**" refers to the target shareholding percentage achieved by the Investors (in the proportion of 70 per cent. PSA/ 30 per cent. Gateway), calculated in accordance with the Share Subscription Agreement on the basis below and with reference to the DLII Post-Money Equity Value, and which is subject to an aggregated cap (including interests in Sale Shares) of not more than 80 per cent. and a floor of not less than 51 per cent. $$T = \frac{\text{Consideration x (1 + CPS Preferred Return /2)\^{}(X / 360 x 2) + Outstanding DLII CPS Amount}}{\text{DLII Post-Money Equity Value}}$$ $$N = \frac{O \times T - I}{1 - T}$$ $$P = \frac{\text{Outstanding DLII CPS Amount}}{N}$$

	"**Consideration**" refers to the aggregate consideration for the sale and purchase of the Sale Shares under the Sale and Purchase Agreement "**I**" refers to the total number of Sale Shares, adjusted for any share reorganisation or changes in share capital; "**O**" refers to the total number of shares in DLII outstanding prior to conversion; "**X**" refers to the number of days which have elapsed between the date on which DLII CPS are first issued and the date on which the DLII Post-Money Equity Value is determined; "**Outstanding DLII CPS Amount**" refers to all outstanding amounts accruing to the Investors (or as the context requires, the relevant Investor) in relation to the DLII CPS Amount including (i) the aggregate DLII CPS Issue Price paid for the DLII CPS, (ii) all accrued DLII CPS Preferred Returns, and (iii) any declared and unpaid dividends on the DLII CPS; and "**DLII Post-Money Equity Value**" is calculated by multiplying the last twelve months EBITDA ending 30 June 2021 by 7.5 and subtracting net debt as at 30 June 2021.
Conversion upon Default:	Each Investor may also elect to exercise its right of conversion upon the declaration of a Liquidation Event (as defined below). On conversion DLII shall issue to the Investors such number of shares in DLII as is equivalent to "**DN**" at a price per share that is equivalent to "**DP**", each as determined in accordance with the following formulae. "**D**" refers to the target shareholding percentage achieved by the Investors (in the proportion of 70 per cent. PSA/30 per cent. Gateway) in the event of a default under the Transaction Documents (which includes a Liquidation Event), calculated in accordance with the Share Subscription Agreement with reference to the Default DLII Post-Money Equity Value. $D = \dfrac{\text{Consideration x (1 + CPS Preferred Return/ 2)\^{}(Y / 360 x 2) + Outstanding DLII CPS Amount}}{\text{Default DLII Post-Money Equity Value}}$ **Where D < 100%:** $DN = \dfrac{O \times D - I}{1 - D}$ $DP = \dfrac{\text{Outstanding DLII CPS Amount}}{DN}$ **Where D ≥ 100 per cent.,** DLII shall, at the option of the Investors, either (i) repurchase from IIH all and not some only of the number of shares held by IIH in the Company ("**Relevant IIH Shares**") ("**Share Buyback**") or (ii) effect a selective capital reduction exercise of DLII ("**Capital Reduction Exercise**"), pursuant to which the capital of DLII shall be reduced by an amount equal to the total amount of the Relevant IIH Shares; in each case, for an aggregate cash consideration of US$1 for the Relevant IIH Shares, to be paid by the DLII to IIH. Subject to and contingent upon the completion of the Share Buyback or the Capital Reduction Exercise (as the case may be), DLII shall allot and issue to the Investors such number of share in DLII equivalent to DN, at the price per share (DP) as determined below: $DN = 1000$ $DP = \dfrac{\text{Outstanding DLII CPS Amount}}{1000}$

	"**Default DLII Post-Money Equity Value**" is calculated by multiplying the EBITDA by 7.5 and subtracting net debt with reference to the last audited financial statements of DLII and its subsidiaries; and "**Y**" refers to the number of days which have elapsed between the date on which DLII CPS are first issued and the date on which a default conversion notice is delivered.
Redemption:	On the declaration of a Liquidation Event (as defined below) each Investor shall be entitled to exercise its right to redeem all of its DLII CPS at a price equal to the consideration paid by it for the DLII CPS plus an accreted value equal to an IRR of 12 per cent. If DLII does not have sufficient profits or retained earnings or is otherwise unable to redeem the DLII CPS, IIP, IIH or any other existing shareholder of DLII (other than the Investors) shall: (a) subscribe for further ordinary shares in DLII for an amount sufficient to allow DLII to redeem the DLII CPS; or (b) procure the sale, to the extent necessary, of such parts of the assets of the DLII and/or DLI, as will secure the liability for the redemption amount; or (c) where the Company is nonetheless unable to redeem the DLII CPS within six months, undertake procedures to wind up DLII.
Liquidation Events:	Upon the declaration of any of the following events summarised below (each, a "**Liquidation Event**"), any Investor may by notice in writing to IIP, IIH, DLII and DLI declare that a Liquidation Event has occurred: (a) *Non-Payment*: Any party to any Transaction Document (other than the Investors) ("**Obligor**") fails to pay any amount payable by it under any of the Transaction Documents within three business days of its due date (or such other date as may be consented to by the Investors). (b) *Material Breach of Other Obligations*: Any Obligor is in material breach of any one or more of its material obligations under any of the Transaction Documents; and such breach (if capable of being rectified) is not rectified within 10 business days of notice having been given by the Investors. (c) *Material Breach of Warranties*: Any representation, warranty or statement made by any Obligor in any Transaction Document (or any other document delivered in connection with any Transaction Document) is or proves to have been incorrect or misleading in any material respect and (if capable of being remedied) it is not remedied within ten business days of the investors giving notice to IIP, IIH, DLII or DLI or being aware of such failure to comply (whichever is earlier). (d) *Future Borrowings*: DLII or any of its subsidiaries incurs further indebtedness without the prior written consent of the Investors (such consent to be provided at the Investors' sole discretion). (e) *Indebtedness*: DLII or any of its subsidiaries or any Obligor admits inability to pay all or any part of its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, proposes or enters into any composition or other arrangement for the benefit of its creditors in respect of all or any part of its debts or commences negotiations with one or more of its creditors or takes any proceedings or other steps with a view to reconstruction, readjustment, rescheduling or deferral of all or any part of its debts or a moratorium is agreed or declared in respect of or affecting all or any part of its debts. (f) *Insolvency Proceedings*: Any corporate action, legal proceedings or other procedure or step is taken in relation to: (i) the winding-up, bankruptcy, dissolution, administration, judicial management, statutory management, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) DLII or any of its subsidiaries or any Obligor;

	(ii) a composition, compromise or arrangement with, or assignment for the benefit of, all or any class of creditors of DLII or any of its subsidiaries or any Obligor; (iii) the appointment of a liquidator (including a provisional liquidator), receiver, trustee, administrator, administrative receiver, compulsory manager, judicial manager, provisional supervisor or other similar officer in respect of DLII or any of its subsidiaries or any Obligor or any of their respective assets; (iv) enforcement of any security over any assets of DLII or any of its subsidiaries or any Obligor; or (v) or any analogous procedure or step is taken in any jurisdiction. (g) *Creditors process*: Any expropriation, attachment, sequestration, distress or execution (or analogous event) affects any asset of DLII or any of its subsidiaries or any Obligor, and is not discharged within 30 days. (h) *Other Cross Defaults:* (i) Any investigation, litigation, arbitration, administrative or other proceeding or claim which is likely to, if adversely determined, have a material adverse effect on the ability of any Obligor to perform any of its obligations under the Transaction Documents, is commenced against any Obligor or any of its respective assets. (ii) It is or becomes unlawful for any Obligor to perform any of its obligations under the Transaction Documents. (iii) Any Transaction Document ceases (or is claimed by any Obligor not) to be the legal and valid obligations of the Obligor, binding upon it in accordance with its terms.
Voting rights:	There shall be no voting rights attached to any DLII CPS.
Security:	Share Pledge (see below).

The proceeds of the issuance of the DLII CPS may only be used for (a) injection into DLI for the following purposes: (i) the construction and completion of the integrated logistics parks in Palwal, Nagpur and Anekal; (ii) the construction and completion of the Container Freight Station-Linked Free Trade Warehousing Zone in Chennai; and (iii) for the construction and completion of additional facilities to be determined and agreed by the parties; (b) up to a maximum of 20 per cent. to be utilised for working capital expenses (including the servicing of debt obligations) of DLII or DLI; and (c) such other uses as may be approved by the Investors.

Shareholders' Agreement

The Shareholders' Agreement will take effect on the date of allotment and issue of the DLII CPS to Investors and the transfer of the Sale Shares to the Investors. The key terms of the Shareholders' Agreement can be summarised as follows:

Board of DLII:	Minimum of 5 directors of DLII; at least 1 director appointed by Gateway and 1 director appointed by PSA; subject to adjustment after conversion of DLII CPS based on percentage shareholding.
Quorum:	Three directors; at least 1 director appointed by Gateway and 1 director appointed by PSA.
Sub-committees:	Each Investor is entitled to appoint 1 member to any sub-committee of the board of DLII; subject to adjustment after conversion of DLII CPS based on percentage shareholding.

Reserved matters:	Yes, as set out in Schedule 1 to the Shareholders' Agreement.
General meetings:	Quorum is three shareholders of DLII; one of whom shall be Gateway and one of whom shall be PSA.
Non-competition restrictions:	IIP and IIH will undertake, among other things, not to enter into any areas competing with the core business of DLII or DLI in India for the period during which it is legally and/or beneficially interested in DLII or DLI and for the period of 3 years thereafter. IIH, DLII and DLI will also be obliged to procure that certain key managerial personnel also sign up to customary non-compete and confidentiality agreements.
Pre-emption rights, drag-along rights and tag-along rights:	Investors shall have the benefit of rights of pre-emption, drag-along rights and tag-along rights in respect of ordinary shares in DLII for as long as (a) the DLII CPS are outstanding or (b) the Investor holder no less than 5 per cent. of the ordinary shares in DLII.
Compulsory transfer:	If any shareholder in DLII is deemed to be a 'Defaulting Shareholder' then the other shareholders in DLII shall have the right, at their option, to require the Defaulting Shareholder to sell all its shares to the non-Defaulting Shareholders (on a pro rata basis) at either (a) a price based on the net tangible asset value per share of DLII ("**NTA**") or, (b) in the event of a material non-remediated breach of the Shareholders' Agreement, at a 10 per cent. discount to NTA. Events that could give rise to a shareholder being deemed to be a 'Defaulting Shareholders' include: (a) Where a shareholder commits any material breach of its obligations under the Shareholder's Agreement and, if remediable, shall fail to take all necessary action to remedy such breach within 21 days upon the service of notice by the shareholder complaining of such breach. (b) Where a shareholder goes into liquidation or has a judicial manager, receiver or similar officer appointed in respect of it or any encumbrancer taking possession of any material part of its assets and/or undertaking. (c) Where a shareholder becomes insolvent. (d) Where a shareholder has a distress or execution levied or enforced upon or taken out against any material part of its property which is not discharged within 21 days.

Share Pledge

IIH has agreed to pledge to the Investors all of its rights, title and interest in the shares that it holds in DLII as continuing security for the payment, discharge and performance of all present and future obligations of IIH to the Investors under the Transaction Documents including, *inter alia*, the liabilities of IIH (directly or indirectly) to pay monies, whether as principal (being a maximum amount of US$195 million) interest, costs fees or others, to the Investors under the Transaction Documents.

General

All warranties, representations, undertakings, indemnities, covenants, agreements and obligations given or entered into by or on behalf of each of IIP and IIH under the Sale and Purchase Agreement and the Share Subscription Agreement are given or entered into jointly and severally. The obligations of each Investor under the Transaction Documents are several.

The Sale and Purchase Agreement and the Share Subscription Agreement each contain a broad indemnity from IIP and other Group companies whereby they will agree to undertake to indemnify the Investors and their parent corporations and their respective directors, officers, employees and agents in respect of various matters including, among other things: (a) any breach or alleged breach by IIP, IIH, DLII or DLI of the representations, warranties or undertakings given under the Transaction Documents; (b) any fraudulent act or omission by IIP, IIH, DLII or DLI in respect of the Transaction Documents; (c) the matters contemplated in the Transaction Documents; (d) the occurrence of any default under the Transaction Documents; (e) any tax liability; (f) any losses or liabilities (of every kind, nature and description, whether present or future, matured or unmatured, known or unknown, contingent liabilities or not) in relation to the business of DLII and its subsidiaries relating to the period prior to (and including) the issue of the DLII CPS; and (g) any non-compliance with applicable laws in relation to the business of DLII and its subsidiaries prior to the issue of the DLII CPS.

The Transaction Documents (other than the Share Pledge) are governed by the laws of Singapore and the parties have agreed that any dispute arising out of or in connection with these documents shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. Part I of the (Indian) Arbitration and Conciliation Act, 1996 applies.

The Share Pledge is governed by the laws of the Republic of Mauritius and IIH has agreed to submit to the non-exclusive jurisdiction of the courts of the Republic of Mauritius. The Investors may decide to take proceedings the courts of any other country which may have jurisdiction or in which IIH may reasonably be thought to have assets.

7. Current trading and prospects

The unaudited Net Asset Value of the Group as at 30 September 2017 was £237.8 million (£0.35 per share). The Board of IIP intends to announce its preliminary results for the financial year ended 31 March 2018 before the end of September 2018, at which time the Board expects to publish the Net Asset Value of the Group as at 31 March 2018.

The Proposed Financing would provide sufficient capital for IIP's largest asset, DLI, which is not yet cash generative, to complete its terminal network and ramp up operations and will provide DLI with the opportunity to seek to capture the significant growth opportunities in the logistics sector.

Logistics

DLI is a supply chain transportation and container infrastructure company and one of the largest private operators in India with a nationwide network of terminals and a quality road and rail transportation fleet. Over the past year, DLI has focused on improving profitability in its existing rail operations, which had a positive impact on gross margins. The terminal at Nagpur has maintained good market share despite strong competition from other operators and DLI plans to increase its focus on its Private Freight Terminal for bulk cargo in response to increasing demand.

The primary challenge for DLI has been funding constraints and very little construction progress was achieved during the last reporting period. The terminals at Palwal (National Capital Region) and Anekal (Bangalore) remain close to completion but are unable to commence material operations without further investment. The Proposed Financing will allow the completion and commissioning of these terminals and enable DLI to properly implement its business plan. The terminals, once operational, will allow DLI to move cargo through its network at greater speed and efficiency. Additionally, a strategic partnership with PSA, which the Proposed Financing would provide, would provide DLI with access to additional expertise and know-how as well as a powerful marketing platform.

Energy

IHDC continues to perform as expected. Construction at IHDC's Raura project remains on-track for commercial operations later this calendar year. Higher reservoir releases in Maharashtra, increased generation at Birsinghpur and IHDC's projects in Himachal Pradesh contributed to better overall generation in the last reporting period. At SMH, on going legal petitions and appeals continue to dominate the project.

Announcement of Preliminary Final Results

The Company expects to announce its Preliminary Final Results for the year ended 31 March 2018 before the end of September 2018.

8. Extraordinary General Meeting

A notice convening an Extraordinary General Meeting of the Company ("**EGM**") to be held at IOMA House, Hope Street, Douglas, Isle of Man, IM1 1AP at 11.00 a.m. on 24 August 2018 is set out at the end of this document. The Proposed Financing is conditional upon, *inter alia*, the approval by Shareholders of the following resolution to be proposed as an ordinary resolution at the EGM ("**Resolution**").

Ordinary Resolution

THAT, for the purposes of Rule 15 of the AIM Rules for Companies published by the London Stock Exchange plc, the proposed financing by way of the disposal by the Group of 24 per cent. of the existing issued share capital of Distribution and Logistics Infrastructure India and the issue by Distribution and Logistics Infrastructure India of convertible preference shares as described in the attached circular to shareholders dated 31 July 2018 (the "Circular"), be and is hereby approved.

The Resolution will be passed if those Shareholders who vote in favour represent more than 50 per cent. of the Shareholders who, being entitled to do so, vote in person or by proxy, at the EGM. Voting on the Resolution will be by way of poll.

9. Action to be taken

You will find enclosed with this document a Form of Proxy to be used in connection with the EGM.

Whether or not you intend to attend the EGM in person, please complete and sign the Form of Proxy in accordance with the instructions printed thereon and return it to IOMA House, Hope Street, Douglas, Isle of Man, IM1 1AP as soon as possible and, in any event, so as to be received by 11.00 a.m. on 22 August 2018.

10. Risk factors

The Company's business and the value of its Ordinary Shares remain subject to the risk factors set out from page 10 of the Company's admission document dated 11 February 2011 (which is available on the Company's website at: www.iiplc.com) and include timely completion of financing, delays in receipt of approvals or regulatory licences, land acquisition and conversion of land use and construction risk.

IIP is currently interested in 100 per cent. of the share capital of DLI. Following the disposal of the Sale Shares, IIP's interest in DLI will be reduced to 76 per cent. On conversion of the DLII CPS, which will take place based upon an enterprise valuation of DLI at 7.5x EBITDA for the 12 months ending June 2021, IIP's interest in DLI will be reduced to a minimum of 20 per cent. and a maximum of 49 per cent.

However, Shareholders should note that on conversion of the DLII CPS following of the occurrence of a default under any of the Transaction Documents, IIP's interest in DLI could be reduced to zero.

11. Recommendation and voting intentions

The Directors of IIP having taken into account the funding options currently available to the Company, and the immediate funding needs of the Group, consider that the Proposed Financing is in the best interests of Shareholders as a whole and unanimously recommends that Shareholders vote in favour of the Resolution as the Directors intend to do in respect of their own beneficial shareholdings, which amount to 1,481,667 Ordinary Shares in aggregate, representing 0.22 per cent. of the Company's issued ordinary share capital.

In addition, the Directors of IIP confirm that they have received an irrevocable undertaking to vote in favour of the Resolution from GGIC IIP Holdings, Ltd. in respect of 175,324,980 Ordinary Shares, representing 25.77 per cent. of the Company's issued ordinary share capital.

It should be noted that if the Resolution is not passed, the Company would need to consider alternative options that the Directors believe may not be in the best interests of all Shareholders. This includes raising finance by alternate means or a sale of the Group or its assets at a price that may not recognise their potential value. Any one, or both, of these actions could have a significant adverse or dilutive effect on the interests of Shareholders.

Yours faithfully

Tom Tribone
Chairman

APPENDIX

PORTFOLIO

The following sets out summary details of the Company's portfolio of investments.

Distribution Logistics Infrastructure Private Limited

DLI is a supply chain transportation and container infrastructure company headquartered in Bangalore and Gurgaon with a material presence in central, northern and southern India. DLI provides a broad range of logistics services including rail freight, trucking, handling, customs clearing and bonded warehousing with terminals located in the strategic locations of Nagpur, Bangalore, Palwal (in the National Capital Region) and Chennai. DLI is the largest asset in the portfolio and one of the top privately owned Indian logistics businesses.

Delays in funding affected the completion of works at all terminals and DLI has instead focused on improving profitability in its existing rail operations, which had a positive impact on gross margins. The terminal at Nagpur has maintained good market share and DLI plans to increase its focus on its Private Freight Terminal for bulk cargo in response to increasing demand. The value ascribed to the asset in IIP's Interim Results published on 14 December 2017 was £218.3 million.

India Hydropower Development Company LLC

IHDC develops, owns and operates a portfolio of small hydropower projects. The company has six fully operational plants with 62MW of installed capacity and a further 21 MW under advanced development or construction. IIP owns a 50 per cent. interest alongside Dodson-Lindblom International Inc. A significant increase in production during the last reporting period was a result of higher water release at the Maharashtra Projects and increased generation at Birsinghpur. IHDC's projects in Himachal Pradesh also produced higher than historical average levels. Construction work at Raura continues to progress with work in the final stages of completion and IHDC expects the project to be commissioned towards the end of 2018. The value ascribed to the asset in IIP's Interim Results published on 14 December 2017 was £24.8 million.

Shree Maheshwar Hydel Power Corporation Limited

SMH is constructing a 400MW hydropower project (ten turbines of 40MW each) on the Narmada River in southwest Madhya Pradesh. The project was designed to provide electricity, reducing peaking power shortages, and drinking water to the city of Indore. Civil works are largely complete with 27 gates and three of the ten turbines installed but the project has suffered from years of financing and regulatory delays and most recently litigation has dominated the project. IIP owns a 31.2 per cent. interest in the project. The value ascribed to the asset in IIP's Interim Results published on 14 December 2017 was £8.4 million.

DEFINITIONS

The following definitions apply throughout this document unless the context requires otherwise:

"**AIM**"	the market of that name operated by the London Stock Exchange
"**AIM Rules**"	The London Stock Exchange's rules and guidance notes contained in its "AIM Rules for Companies" relating to companies whose securities are traded on AIM, as amended from time to time
"**Articles**"	the articles of incorporation of the Company
"**Board**" or "**Directors**"	the directors of the Company, whose names are set out on page 4 of this document
"**Bridging Loan**"	the unsecured bridging loan facility provided to the Company by Cedar Valley
"**Cedar Valley**"	Cedar Valley Financial, an affiliate of GGIC, Ltd.
"**Circular**"	this document
"**Company**" or "**IIP**"	Infrastructure India plc
"**DLI**"	Distribution Logistics Infrastructure Private Limited, a company incorporated in India and which is a wholly-owned subsidiary of DLII
"**DLII**"	Distribution and Logistics Infrastructure India, a company incorporated in Mauritius and which is a wholly-owned subsidiary of IIH
"**DLII CPS**" or "**DLII Convertible Preference Shares**"	Convertible Preference Shares of US$10,000 each to be issued by DLII
"**DLII CPS Amount**"	an amount of up to US$75 million
"**Extraordinary General Meeting**" or "**EGM**"	the Extraordinary General Meeting of the Company to be held at IOMA House, Hope Street, Douglas, Isle of Man, IM1 1AP at 11.00 a.m. on 24 August 2018, notice of which is set out at the end of this document
"**FIM Capital**"	FIM Capital Limited
"**Form of Proxy**"	the form of proxy relating to the Extraordinary General Meeting being sent to Shareholders with this document
"**Gateway**"	Mahogany Singapore Company Pte. Ltd., a company incorporated in Singapore
"**GGIC**"	GGIC, Ltd.
"**Group**"	the Company, its subsidiaries and entities in which it has a beneficial interest
"**IIH**"	Infrastructure India Holdco, a company incorporated in Mauritius and which is a wholly-owned subsidiary of IIP
"**IHDC**"	India Hydropower Development Company LLC
"**Investors**"	Gateway and PSA

"**IRR**"	an internal rate of return in US$ expressed as a specified percentage per annum, calculated in accordance with the Sale and Purchase Agreement and the Share Subscription Agreement
"**London Stock Exchange**"	the London Stock Exchange plc
"**Net Asset Value**"	the value of the assets of the Company net of indebtedness and other liabilities as determined by the Board from time to time
"**NTA**"	net tangible asset value
"**Ordinary Shares**"	the ordinary shares of 1p each in the capital of the Company
"**Proposed Financing**"	the proposed financing of up to US$125 million described in this document
"**PSA**"	PSA India Intermodal Pte. Ltd., a company incorporated in Singapore
"**Put Option**"	the put option whereby each Investor can require IIP to purchase and pay for all of the Sale Shares held by the relevant Investor during the option period
"**Resolution**"	the ordinary resolution set out in the notice of Extraordinary General Meeting at the end of this document
"**Sale and Purchase Agreement**"	has the meaning set out at section 6 above
"**Sale Shares**"	ordinary shares in DLII held by IIH representing 24 per cent. of the total number of issued ordinary shares in DLII
"**Share Pledge**"	has the meaning set out at section 6 above
"**Share Subscription Agreement**"	has the meaning set out at section 6 above
"**Shareholders**"	holders of the Ordinary Shares
"**Shareholders Agreement**"	has the meaning set out at section 6 above
"**SMH**"	Shree Makeshwar Hydel Power Corporation Limited
"**Transaction Documents**"	the Sale and Purchase Agreement, the Share Sale Agreement, the Shareholders' Agreement and the Share Pledge
"**UK**"	the United Kingdom
"**Working Capital Loan**"	the working capital loan provided to the Company by GGIC

NOTICE OF EXTRAORDINARY GENERAL MEETING

INFRASTRUCTURE INDIA PLC

(*Incorporated and registered in the Isle of Man under the Isle of Man Companies Act 2006 with number 002457V*)

NOTICE is hereby given that an Extraordinary General Meeting of Infrastructure India PLC (the "Company") which will be held at IOMA House, Hope Street, Douglas, Isle of Man, IM1 1AP at 11.00 a.m. on 24 August 2018 to consider and, if thought fit, pass the resolution set out below as an ordinary resolution.

ORDINARY RESOLUTION

THAT, for the purposes of Rule 15 of the AIM Rules for Companies published by the London Stock Exchange plc, the proposed financing by way of the disposal by the Group of 24 per cent. of the existing issued share capital of Distribution and Logistics Infrastructure India and the issue by Distribution and Logistics Infrastructure India of convertible preference shares as described in the attached circular to shareholders dated 31 July 2018 (the "**Circular**"), be and is hereby approved.

By order of the Board

Philip Scales
Company Secretary

Notes:

(1) The Company, pursuant to regulation 22 of the Uncertificated Securities Regulations 2006 of the Isle of Man, specifies that only those shareholders registered in the register of members of the Company as at 11.00 a.m. on 22 August 2018 or, in the event that the meeting is adjourned, in the register of members 48 hours before the time of any adjourned meeting, shall be entitled to attend or vote at the aforesaid annual general meeting in respect of the number of shares registered in their name at the relevant time. Changes to entries in the register of members of the Company after 11.00 a.m. on 22 August 2018 or, in the event that the meeting is adjourned, in the register of members less than 48 hours before the time of any adjourned meeting, shall be disregarded in determining the rights of any person to attend or vote at the meeting.

(2) If you are a member of the Company at the time set out in note 1 above, you are entitled to appoint a proxy to exercise all or any of your rights to attend, speak and vote at the meeting and you should have received a proxy form with this notice of meeting. You can only appoint a proxy using the procedures set out in these notes and the notes to the proxy form.

(3) A proxy does not need to be a member of the Company but must attend the meeting to represent you. Details of how to appoint the Chairman of the meeting or another person as your proxy using the proxy form are set out in the notes to the proxy form. If you wish your proxy to speak on your behalf at the meeting you will need to appoint your own choice of proxy (not the Chairman) and give your instructions directly to them.

(4) A Form of Proxy is enclosed which, to be valid, must be completed and delivered, together with the power of attorney or other authority (if any) under which it is signed (or a certified copy of such authority) to FIM Capital Limited, IOMA House, Hope Street, Douglas, Isle of Man IM1 1AP or by facsimile to +44 (0) 1624 604790 or by email to jocallaghan@fim.co.im as to arrive not later than 11.00 a.m. on 22 August 2018, being 48 hours before the time of the meeting.

(5) Completion and return of a Form of Proxy does not preclude a member from attending and voting in person should they wish to do so.

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