VAYAVYA LABS PRIVATE LIMITED

Regd. Office: 3rd floor, CTS No.5651 & 5652", Goaves, Khanapur Road, Belgaum – 590016 Karnataka.

NOTICE

Notice is hereby given that the 20th Annual General Meeting of the Company will be held on 29th September, 2026 at 11 :30A.M. at the Registered office of the company through **Google Meet app** to transact the following business:

ORDINARY BUSINESS:

1. To receive, consider and adopt the audited statement on profit and loss for the year ended 31st March 2026, cash flow and the balance sheet (Standalone & Consolidated) as on that date along with reports of Directors' and Auditors thereon.

2. **AUDITORS[1].**

SPECIAL BUSINESS:

3. **Approval of the Vayavya Labs Employee Stock Option Plan, 2026 ("ESOP 2026"/ "Plan")**

   To consider and, if thought fit, to pass with or without modification(s), the following resolution as a **special resolution**:

   RESOLVED THAT pursuant to the provisions of Section 62(1)(b) and other applicable provisions, if any, of the Companies Act, 2013 read with Rule 12 of the Companies (Share Capital and Debentures) Rules, 2014, the Memorandum and Articles of Association of the Company, and subject to such other approvals, permissions and sanctions as may be necessary and subject to such conditions and modifications as may be prescribed or imposed while granting such approvals, permissions and sanctions, the approval of the members of the company be and is hereby accorded to the **Vayavya Labs Employee Stock Option Plan 2026 ("ESOP 2026"/ "Plan"),** authorising the Board of Directors of the Company to create, offer, and grant up to, not exceeding **12,283 (Twelve Thousand Two Hundred and Eighty Three)** employee stock options ("Options"), in one or more tranches, from time to time, to or for the benefit of such person(s) who are in permanent employment of the Company, or of its subsidiary company(ies) and or holding company in or outside India, including any director, whether whole time or not (other than promoters and persons belonging to the promoter group, independent directors and directors holding directly or indirectly more than 10% (ten percent) of the outstanding equity shares of the Company), subject to their eligibility as may be determined under the Plan, exercisable into not more **12,283 (Twelve Thousand Two Hundred and Eighty Three)** equity shares of face value of Rs. 10 (Rupees Ten) each fully paid-up, to be allotted to the option grantees by the Company, where one Option upon exercise shall convert in to one equity share of the Company subject to payment/ recovery of requisite exercise price and applicable taxes, on such

[1] M/S P G Bhagwat, LLP, chartered Accountants, Belagavi were re-appointed as statutory auditors in the 18th AGM held in September 2024 on five-year tenure lasting till September 2029. Hence no item of business relating auditors.

further terms, conditions and in such manner as the Board may decide in accordance with the provisions of the applicable laws and the provisions of Plan.

RESOLVED FURTHER THAT the equity shares of the Company as specified hereinabove shall rank *pari passu* in all respects with the then existing equity shares of the Company.

RESOLVED FURTHER THAT in case of any corporate action(s) such as rights issues, bonus issues, merger and sale of division and others, if any additional equity shares are required to be issued by the Company to the Option grantees for the purpose of making a fair and reasonable adjustment to the Options granted earlier, the ceiling in terms of number of equity shares specified above shall be deemed to be increased to the extent of such additional equity shares are required to be issued.

RESOLVED FURTHER THAT in case the equity shares of the Company are either sub-divided or consolidated, then the ceiling in terms of number of equity shares specified above shall automatically stand augmented or reduced, as the case may be, in the same proportion as the face value per equity share shall bear to the revised face value of the equity share of the Company after such sub-division or consolidation.

RESOLVED FURTHER THAT the Board be and is hereby authorized to make modifications, changes, variations, alterations or revisions in the Plan or any Options granted thereunder, as it may deem fit, from time to time, in its sole and absolute discretion in conformity with the provisions of the Section 62(1)(b) of the Companies Act, 2013 read with Rule 12 of the Companies (Share Capital and Debentures) Rules, 2014, the Memorandum and Articles of Association of the Company and any other applicable laws.

RESOLVED FURTHER THAT the Company shall conform to the accounting policies prescribed from time to time under the applicable laws.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board be and is hereby authorised on behalf of the company to do all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary, expedient, proper or desirable and to settle all questions, difficulties or doubts that may arise in this regard at any stage.

RESOLVED FURTHER THAT the Board be and is hereby authorised to delegate all or any powers conferred herein, to any committee of directors with a power to further delegate to any executives / officers of the company to do all such acts, deeds, matters and things as also to execute such documents, writings etc. as may be necessary in this regard.

4. **To approve grant of employee stock options to the employees of the subsidiary company(ies) and or holding company of the Company under Vayavya Labs Employees Stock Option Plan ("ESOP 2026"/ "Plan")**

To consider and, if thought fit, to pass with or without modification(s), the following resolution as a **special resolution**:

RESOLVED THAT pursuant to the provisions of Section 62(1)(b) and other applicable provisions, if any, of the Companies Act, 2013 and the provisions of Rule 12 of the Companies (Share Capital and Debentures) Rules, 2014, the relevant provisions of the Memorandum and Articles of Association of the Company and subject to such other approvals, permissions and sanctions as may be necessary and subject to such conditions and modifications as may be prescribed or imposed while granting such approvals, permissions and sanctions, the approval of the members be and is hereby accorded to the **Vayavya Labs Employees Stock Option Plan ("ESOP 2026"/ "Plan"),** authorising the Board of Directors of the Company, to grant from time to time, in one or more tranches, such number of employee stock Options ("Options") under the Plan within the limit prescribed therein to or for the benefit of the permanent employees including directors whether whole-time or not (other than promoter(s), persons belong to the promoters group, independent directors and directors holding directly or indirectly more than 10% of the outstanding equity shares of the Company) of any subsidiary company(ies) and or holding company of the Company, whether in or outside India, subject to their eligibility as may be determined under the Plan, exercisable into corresponding number of equity shares of face value of Rs. 10 (Rupees Ten) each fully paid-up, where one Option would convert into one equity share upon exercise, on such terms and in such manner as the Board may decide in accordance with the provisions of the applicable laws and the provisions of the Plan.

RESOLVED FURTHER THAT the equity shares so issued and allotted as mentioned hereinbefore shall rank *pari passu* with the then existing equity shares of the Company."

RESOLVED FURTHER THAT the Board be and is hereby authorised to delegate all or any powers conferred herein, to any committee of directors with a power to further delegate to any executives / officers of the Company to do all such acts, deeds, matters and things as also to execute such documents, writings etc. as may be necessary in this regard.

5. **Approval of grant of employee stock option equal or more than 1% of Issued Capital to the identified employees:**

To consider and, if thought fit, to pass with or without modification(s), the following resolution as a **special resolution**:

RESOLVED THAT pursuant to the provisions of Section 62(1)(b) and other applicable provisions, if any, of the Companies Act, 2013 and the Rules made thereunder, the provisions of Rule 12 of the Companies (Share Capital and Debentures) Rules, 2014, the relevant provisions of the Memorandum and Articles of Association of the Company and subject further to such other approvals, permissions and sanctions as may be necessary and subject to such conditions and modifications as may be prescribed or imposed while granting such approvals, permissions and sanctions, the consent of the members of the Company be and is hereby accorded to the Board of Directors of the Company to create, offer and grant from time to time such number of employee stock options ("Options") to each of the proposed Option grantees or holders of designated positions, whether existing or joining in future subject to their joining under the **Vayavya Labs Employee Stock Option Plan 2026 ("ESOP 2026/ "Plan"),** exercisable into equal number of equity shares of face value of **Rs. 10 (Rupees Ten)**

each fully paid up in the Company, which may individually be **equal to or exceed 1% of the issued capital** (excluding outstanding warrants and conversions) of the Company as on the date of grant."

6. To consider and if thought fit, to pass with or without modification, the following as an ordinary resolution.

   RESOLVED THAT CS S.R. DESHPANDE, practicing Company secretary be and is hereby appointed to carry out certification of compliance under section 92 of the Companies Act, 2013 for the financial year 2026-27 and the Board of Directors be and is hereby authorized to determine the remuneration payable to him.

For VAYAVYA LABS PRIVATE LIMITED

RAVINDRAGOUDA KALAGOUDA PATIL Digitally signed by RAVINDRAGOUDA KALAGOUDA PATIL

RAVINDRAGOUDA K. PATIL
Managing Director
DIN: 00922356
LIG - 165, Mahantesh Nagar,
Belgaum - 590016, Karnataka.

Date: 8th September 2026
Place: Belgaum

NOTE:

1) **A MEMBER ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY AND THE PROXY NEEDS TO BE A MEMBER OF THE COMPANY.**
2) PROXIES IN ORDER TO BE EFFECTIVE SHOULD BE DULY STAMPED, SIGNED AND COMPLETED AND MUST BE DEPOSITED AT THE REGISTERED OFFICE OF THE COMPANY NOT LESS THAN FORTY-EIGHT HOURS BEFORE THE COMMENCEMENT OF THE MEETING.
3) An explanatory statement pursuant to section 102 of the Companies Act, 2013 in respect of two items of special business is annexed hereto.
4) Members of the Company are requested to update and register their e mail ids with the Company as early as possible and the Company would send them invitation to attend the virtual on-line meeting together with meeting number and password at least two days before the date of meeting.
5) **Pursuant to rule 18 of the Companies (Management & Administration) Rules 2014 notice of the AGM is placed on the web site of the Company and Mr, Praveen Totagi, Finance Controller is designated as the Nodal Officer to whom any stakeholder can contact in connection with any matter concerning the AGM. His e-mail id is praveen.totagi@vayavyalabs.com, phone No.: +91 9535421627.**
6) ROUTE MAP TO THE VENUE OF THE ANNUAL GENERAL MEETING

EXPLANATORY STATEMENT PURSUNAT TO SECTION 102 OF THE COMPANIES ACT, 2013

ITEM NO.3 & 4 OF THE NOTICE:

The Company appreciates the critical role its key employees play in the organizational growth. It strongly feels that the value created by its key employees should be shared with them. To promote the culture of employee ownership and as well as to attract, retain, motivate, and incentivize critical talents in line with corporate growth and creation of shareholders' value, the Company intends to implement an employee stock option plan namely **Vayavya Labs Employee Stock Option Plan 2026 ("ESOP 2026"/ "Plan")** for key employees including directors of the Company and or its holding company and or its subsidiary company(ies) as eligible under Rule 12 of Companies (Share Capital and Debentures) Rules, 2014 and as determined from time to time. The proposed Plan is in compliance with Section 62(1)(b) and other applicable provisions, if any, of the Companies Act, 2013 read with Rule 12 of the Companies (Share Capital and Debentures) Rules, 2014, if any, issued thereunder to the extent applicable.

Accordingly, the Board of Directors of the Company ("Board") at its meeting held on 12th August 2026 approved the introduction of Plan, subject to your approval.

Particulars as required under the applicable laws:

a) **Total number of Options to be granted**:

A total of **12,283 (Twelve Thousand Two Hundred and Eighty-Three)** Options would be available for being granted to the eligible employees of the Companies and its subsidiary company(ies) and or holding company under the Plan. Each Option when exercised would be converted into one equity share of face value of **Rs. 10 (Rupees Ten)** each fully paid-up.

Options lapsed or cancelled due to any reason including the reason of lapse of exercise period or due to resignation of the employees or otherwise, would be available for being re-granted. The Board is authorized to re-grant such lapsed / cancelled Options as per the Plan.

In case of any corporate action(s) such as rights issues, bonus issues, merger and sale of division and others, a fair and reasonable adjustment will be made to the Options granted. Accordingly, if any additional equity shares are required to be issued by the Company to the Option grantees for making such fair and reasonable adjustment, the ceiling of Options/ equity shares as aforesaid shall be deemed to increase to the extent of such additional equity shares issued.

b) **Identification of classes of employees entitled to participate in the Plan:**

(i) a permanent employee of the Company working in India or out of India; or

(ii) a director of the Company, whether a whole-time director or not;

(iii) an employee as defined in clauses (a) or (b) of a subsidiary, in India or outside India, or of a holding company of the company

but excludes

a) an employee who is a Promoter or belongs to the Promoter Group;

b) a director who either by himself or through his relatives or through any body-corporate directly or indirectly, holds more than 10% of the issued and subscribed Shares of the Company;

c) a director being an Independent Director.

c) **Appraisal process for determining the eligibility of the Employees to Employee Stock Options:**

Appraisal process for determining the eligibility of the employees will be based on designation, period of service, performance linked parameters such as work performance and such other criteria as may be determined by the Board at its sole discretion, from time to time.

d) Requirements of vesting and period of vesting:

The Options granted shall vest so long as the employee continues to be in the employment or service of the Company on the date of vesting and must neither be serving his notice of resignation nor termination of employment/ service on such date of vesting nor be subject to any disciplinary proceedings pending against him on such date of vesting.

The Board may, at its discretion, lay down certain performance metrics on the achievement of which the granted Options would vest, the detailed terms and conditions relating to such performance-based vesting, and the proportion in which Options granted would vest (subject to the minimum and maximum vesting period as specified below) shall be specified in individual grant letters.

The vesting period of Options granted shall not be earlier than minimum period of **1 (one) year** and not later than maximum period of **4 (Four) years** from the date of Grant.

e) The maximum period within which the Options shall be vested:

The Options granted shall vest in not more than **4 (Four) years** from the date of grant of such Options.

f) The exercise price or pricing formula:

The Exercise Price per Option shall be determined by the Board which shall not be lesser than the face value of the Share as on date of Grant of such Option.

g) The exercise period and the process of exercise:

The Options can be exercised as per the provisions detailed in the table below:

S. No.	Events of separation	Vested Options	Unvested Options
1	**Resignation/ termination** (other than due to Misconduct)	All the Vested Options as on date of resignation/termination **can be exercised** by the Option Grantee only in connection with/upon happening of **Liquidity Event** or any other earlier period as decided by the ESOP Committee at its sole discretion.	All the Unvested Options as on date of resignation/ termination shall stand **cancelled** with effect from date such resignation/ termination.
2	**Termination due to Misconduct**	All the Vested Options at the time of such termination shall stand **cancelled** with effect from the date of such termination.	All the Unvested Options at the time of such termination shall stand **cancelled** with effect from the date of such termination.

3	**Retirement**	All the Vested Options as on date of Retirement **can be exercised** by the Option Grantee only in connection with/upon happening of **Liquidity Event** or any other earlier period as decided by the ESOP Committee at its sole discretion.	All Unvested Options on the date of Retirement shall stand **cancelled** with effect from the date of such Retirement
4	**Death**	All the Vested Options as on date of death can be exercised by the Option Grantee's nominee or legal heir only in connection with/ upon happening of **Liquidity Event** within such period, manner and extent as notified by the ESOP Committee at its sole discretion.	All the Unvested Options as on the date of death shall be deemed to **vest immediately** and may be exercised as per provisions applicable for Vested Options.
5	**Permanent Incapacity**	All the Vested Options as on date of Permanent Incapacity can be exercised by the Option Grantee only in connection with/ upon happening of **Liquidity Event** within such period, manner and extent as notified by the ESOP Committee at its sole discretion.	All the Unvested Options as on the date of incurring such disability shall be deemed to **vest immediately** and may be exercised as per provisions applicable for Vested Options.
6	**Termination due to reasons apart from those mentioned above**	The EEESOP Committee shall decide whether the Vested Options as on that date can be exercised by the Option Grantee or not, and such decision shall be final.	All Unvested Options on the date of such termination shall stand **cancelled** unless otherwise required by Applicable Law.

The vested Options can be exercised by the option grantees by a written application to the Company in the format as may be prescribed by the Board. The Options will lapse if not exercised within the specified exercise period.

h) Lock-in period:
The Shares arising out of Exercise of Vested Options would not be subject to any lock-in period after such Exercise except such restrictions as prescribed under the Applicable Laws.

i) Maximum number of Options to be issued per employee and in aggregate:
The maximum number of Options under the Plan that may be granted to any eligible Employee in any year shall not exceed 1% (one percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of Option.

j) Method of Option valuation:
To calculate the employee compensation cost, the Company shall use the intrinsic value method for valuation of the Options granted as per prescribed under the Guidance Note or under any relevant accounting standard as notified by appropriate authorities from time to time.

k) **The conditions under which Options vested in employees may lapse:**
The vested Options shall lapse in case of termination of employment due to misconduct or due to breach of Company policies or the terms of employment. Further, irrespective of employment status, in case vested Options are not exercised within the prescribed exercise period, then such vested Options shall lapse.

l) **The specified time period within which the employee shall exercise the vested Options in the event of a proposed termination of employment or resignation or retirement of employee:**
In case of termination of employment due to misconduct, all the vested options shall lapse and cannot be exercised.

In case of resignation/ termination (other than due to Misconduct)/ retirement of an Employee, or retirement, all vested options shall be exercisable by the option grantees in connection with the happening of a Liquidity Event.

m) **Disclosure and Accounting Policies:**
The Company shall comply with the disclosure and the accounting policies as prescribed under prevailing accounting guidelines/ standards.

In case, the Company is required to account for the share-based employee benefits using the intrinsic value method, the difference between the employee compensation cost so computed and the employee compensation cost that shall have been recognized if it had used the fair value of the Options and the impact of this difference on profits and on Earning Per Share (EPS) of the Company shall be disclosed in the Directors' Report.

A draft copy of the Plan is available for inspection at the Company's Registered Office during official hours on all working days till the date of the Extraordinary General Meeting.

None of the Directors, or Key Managerial Personnel of the Company and their relatives are in any way, concerned or interested in these resolutions, except to the extent of the securities that may be offered to them under the Plan.

Accordingly, your Board recommends passing of the resolutions as set out in the accompanying notice.

Item No.5: Approval of grant of employee stock options equal to or exceeding 1% of the issued capital to the identified employee:

The Board has sought your approval to implement Vayavya Labs Employee Stock Option Plan 2026 ("ESOP 2026" / "Plan"). The Company consistently believes in the philosophy of creating entrepreneurial teams to operate its businesses and create superior shareholder return. It would be implemented keeping in view the incentivization requirements of the key employees through equity-based compensation.

It is imperative that the teams led by holders of designated positions have substantial interest in the business and for that reason grant of so much of the employee stock options ("Options") have been proposed to retain and incentivize driving performance leading to improved corporate growth and profitability.

In the background above, approval of the shareholders is being sought for the issue of so much of the Options to the aforesaid personnel being equal to or more than 1% (One percent) of the issued capital of the Company as on date of grant.

None of the Directors, Key Managerial Person, or their relatives is concerned or interested in this resolution except to the extent and manner set out in the resolution.

The Directors recommend the resolution for your approval.

DISCLOSURES IN PURSUANCE OF RULE 12(2) OF THE COMPANIES (SHARE CAPITAL AND DEBENTURES0) RULES 2014

Sr No	Specific enquiry field	Answer
a	Total number of stock options to be given	12283
b	Identification of classes of employees entitled to participation in the Employees Stock Option Scheme	(i) permanent employees of the Company, in India or abroad; and (ii) Directors, whether whole-time or not. Excludes: any employee/Director who is a Promoter or in the Promoter Group; a director holding, directly or through relative's/body corporate, more than 10% of outstanding Shares; and Independent Directors (Definition of 'Employee').
c	The appraisal process for determining the eligibility of employees to the Employees Stock Option Scheme	Decided by the Committee from time to time. Broad criteria include designation, period of service, and performance-linked parameters such as work performance. For new joiners: prior work experience, applicable skills, designated job role, or other Committee-determined factors (clause 5.3).
d	Requirement of vesting and period of vesting	Vesting requires continued employment on the vesting date, with no disciplinary proceedings pending, and occurs over a period of not less than 1 (one) year and not more than 4 (four) years from the Grant Date, as fixed in the Grant Letter. The Committee may additionally impose performance conditions (clauses 7.1, 7.4, 7.5).
e	Maximum period within which the options shall be vested	4 (four) years from the date of Grant (clause 7.1).
f	The exercise price or formula for arriving at the same	The Exercise Price per Option shall not exceed the Fair Market Value of the Share as on the date of Grant and shall not be less than the face value of the Share as on the date of Grant of such Option. The specific Exercise Price shall be intimated to the Option Grantee in the letter of Grant at the time of Grant.
g	Exercise period and process of exercise	While in employment: exercisable only on/around a Liquidity Event or such period as the Committee decides. On separation (per the Plan's table at clause 8.2): resignation/termination (non-Misconduct) and

		Retirement – exercisable on/around a Liquidity Event or an earlier Committee-set date, with Unvested Options cancelled on separation; Misconduct termination – both Vested and Unvested Options cancelled from the date of termination; Death/Permanent Incapacity – Unvested Options accelerate and vest immediately, exercisable by the nominee/legal heir on/around a Liquidity Event; other separations – the Committee's decision is final. Process: an Option is deemed exercised on written application to the Company for issue of Shares against Vested Options, against payment of the Exercise Price (clause 8, Procedure of Exercise).
h	Lock in period, if any	
i	Maximum number of options to be granted per employees and in aggregate	Per employee: not exceeding 1% of the issued capital (excluding outstanding warrants/conversions), in any year and in aggregate, unless otherwise approved – a Grant of ≥1% to one employee in a year requires a separate special resolution (clauses 3.2, 3.3). In aggregate under the Plan: capped at the pool number in item (a) above.
j	The method which the Company shall use to value its option	Intrinsic Value Method, as on the date of Grant, following the applicable Ind AS/ICAI Guidance Note on Accounting for Employee Share-Based Payments, or standards prescribed by the Central Government under Section 133 of the Companies Act (Accounting and Disclosures clause).
k	Conditions under which option vested in employees may lapse e.g. in case of termination of employment for misconduct	On termination for Misconduct: all Vested Options as on that date stand cancelled with effect from the date of termination; all Unvested Options are likewise cancelled from that date. Separately, on resignation, Unvested Options as of the resignation date are cancelled forthwith, and the notice period does not count toward vesting (clause 7.4; separation table row 2).
l	The specified time period within which the employee shall exercise the vested options in the event of proposed	Tied to the earlier of a Liquidity Event or such period as the Committee determines in its sole discretion (same separation table as item g). Flag if the notice needs a

	termination of employment or resignation of employee	specific number of days stated that would need a Board/Committee decision since the Plan leaves it open.
m	A statement to the effect that the Company shall comply with the applicable accounting standards	'The Company shall comply with the applicable accounting standards, including Ind AS/the ICAI Guidance Note on Accounting for Employee Share-Based Payments, or other standards prescribed by the Central Government under Section 133 of the Companies Act, 2013, as amended from time to time, including the disclosure requirements prescribed therein.'

DISCLOSURES IN PURSUANCE OF RULE 12(5) (a) AND RULE 12(5)(b) OF THE COMPANIES (SHARE CAPITAL AND DEBENTURES0) RULES 2014

Sr No	Specific Enquiry Field	Answer
a	Undertaking by the Company as to variation not being prejudicial to the existing pool holders	The Company through its Board of Directors confirm that the terms of the new employee's stock options plan will not be prejudicial to the interests of 12283 options pending in existing pool
b	Details of variation	The variation will be mainly on role, tenure, and performance of individual
c	Rationale for the variation	As given above
d	Details of employees who are beneficiaries of such variation	As given above

ITEM NO. 6: NOTICE: APPOINTMENT OF PRACTISING COMPANY SECRETARY

As in respect of last year, the turnover of the Company has for the year 2025-26 has crossed Rs. 50 crores as a result certification of annual return under section 92 of the Companies Act, 2013 is mandatory which involves obtaining a detailed compliance certificate on 18 points mentioned in form MGT 8 from a practicing Company secretary, which forms part of the annual return in form MGT 7.

The Board proposes to re- appoint Mr. S. R. Deshpande, Practicing Company secretary for certification of compliance for the financial year 2026-27. As the Company's turnover is growing, the Company needs this certification for the current financial year too. Hence, the appointment for the financial year 2026-27 is also recommended for consideration by the members through an ordinary resolution.

The Board commends the appointment of Mr. S. R. Deshpande as Company secretary.

MEMORANDUM OF INTEREST

None of the Directors of the Company are interested in this item of special business.

For VAYAVYA LABS PRIVATE LIMITED

RAVINDRAGOUDA KALAGOUDA PATIL Digitally signed by RAVINDRAGOUDA KALAGOUDA PATIL

RAVINDRAGOUDA K. PATIL
Managing Director
DIN: 00922356
LIG - 165, Mahantesh Nagar,
Belgaum - 590016, Karnataka.

Date: 8th September 2026
Place: Belgaum

ROUTE MAP TO THE VENUE OF THE ANNUAL GENERAL MEETING