

**NOTICE**

**NOTICE IS HEREBY GIVEN THAT SECOND EXTRA ORDINARY GENERAL MEETING OF THE MEMBERS OF SATYA MICROCAPITAL LIMITED ('THE COMPANY') WILL BE HELD ON MONDAY, THE 20<sup>th</sup> DAY OF DECEMBER 2021 AT 03:00 P.M. AT REGISTERED OFFICE OF THE COMPANY AT 519, 5<sup>TH</sup> FLOOR, DLF PRIME TOWERS, OKHLA INDUSTRIAL AREA, PHASE-1, DELHI -110020 TO TRANSACT THE FOLLOWING BUSINESS:**

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**SPECIAL BUSINESS:**

**APPROVAL FOR ALTERATION OF ARTICLES OF ASSOCIATION OF THE COMPANY**

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 14 and any other applicable provisions if any, of the Companies Act, 2013 (“the Act”) (including any statutory modification(s) or re-enactment thereof, for the time being in force) and the rules made thereunder the consent of the shareholders of the Company be and is hereby accorded subject to the approval of Registrar of Companies, NCT of Delhi or any other regulatory authority for altering the Articles of Association for effecting the following amendments in the existing Articles of Association of the Company:

1. (a) To insert the following Articles in Article 1.1 of Articles of Association of the Company **under the Heading ‘Definition and Interpretation’**:

**“Impugned Promoter Reserved Matter”** shall have the meaning assigned to it in Article 18B.2.

**“Promoter Meeting Notice”** shall have the meaning assigned to it in Article 18B.2.

- (b) To amend and substitute the definition of Shareholders Agreement of the Articles of Association of the Company.

**“Shareholders Agreement”** shall mean the Shareholders Agreement dated July 23, 2018, as supplemented by the supplemental shareholders agreement dated September 11, 2019, second addendum to the shareholders’ agreement dated March 28, 2020, third addendum to the shareholders’ agreement dated January 29, 2021 and fourth addendum to the shareholders’ agreement dated November 9, 2021 and as may be modified or supplemented from time to time in writing by the mutual consent of the Parties and shall include all annexures, appendices, schedules and exhibits, thereto.

2. Sub-Article 3.1 of Articles of Association of the Company under sub heading **Pre-emptive right** of the **Heading SHARE CAPITAL AND VARIATION OF RIGHT** shall be amended and substituted with the following clause:

- 3.1 Subject to the Promoter Reserved Matters and the Reserved Matters, if the Company proposes to issue any Dilution Instruments in any manner (excluding Securities issued pursuant to Approved Issuance or Shares issued pursuant to an IPO) to any Person or Shareholder subsequent to the Gojo Closing Date (**“Proposed Issuance”**), including by way of preferential allotment, then the Company shall first offer the Principal Promoter and each of the Investors, the right to acquire such number of Dilution Instruments in proportion to their Shareholding in the Company before offering such Equity Shares to any other Person (**“Pre-emption Offer”**). The Company shall deliver a written notice to the Principal Promoter and each of the Investors (**“Pre-emption Notice”**) setting out the following details in respect of the Pre-emption Offer: (i) the number and types of Dilution Instruments proposed to be issued under the Proposed Issuance (the **“Additional**

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**Registered & Corporate Office**

**519, 5th Floor, DLF Prime Tower, Okhla Industrial Area, Phase - 1, New Delhi - 110020, India**

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**Securities**”); (ii) the number of Additional Securities that may be subscribed to by the Principal Promoter, New Investors and the Existing Investor pursuant to this regulation following the completion of the Proposed Issuance (“**Entitlement Securities**”); and (iii) the terms and conditions of the Proposed Issuance including the aggregate consideration at which the Additional Securities are proposed to be issued.

3. Sub-Article 13.1(a) of Article 13 of Articles of Association of the Company under the Heading **PROCEEDINGS AT GENERAL MEETINGS** shall be amended and substituted with the following clause:

**13.1 (a)** No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. The quorum for a General Meeting shall be as per Applicable Law; *provided that* a quorum shall not be deemed to have been validly constituted unless a representative of the Investors and the Principal Promoter, are present at such General Meeting(s). The Investors and the Principal Promoter may, in respect of a General Meeting, at their sole discretion waive the requirement of having a representative of the Investor and the Principal Promoter to constitute a valid quorum; *provided that* no decision shall be taken and no resolution shall be passed in relation to a Reserved Matter or a Promoter Reserved Matter unless the prior written consent of the Investor or the Principal Promoter, respectively, is obtained, which consent shall not be unreasonably withheld.

4. Sub-Article 13.1(b) of Article 13 of Articles of Association of the Company under the Heading **PROCEEDINGS AT GENERAL MEETINGS** shall be amended and substituted with the following clause:

**13.1 (b)** If a General Meeting cannot be held for the want of quorum, then the meeting shall stand automatically adjourned to and reconvened on the 15th (fifteenth) Business Day from the date of the meeting, at the same time and place, or if that day is a public holiday, to the next succeeding day which is not a public holiday, at the same time and place. If the requisite quorum is not present within 30 (thirty) minutes of the specified time, then the General Meeting shall be further adjourned to and reconvened on the 15th (fifteenth) Business Day from the date of the adjourned meeting, at the same time and place, or if that day is a public holiday, to the next succeeding day which is not a public holiday, at the same time and place. If the requisite quorum is not present within 30 (thirty) minutes of the specified time at such adjourned meeting, then, the Shareholders present thereat shall constitute valid quorum and all business transacted thereat shall be regarded as having been validly transacted; *provided that* no decision shall be taken and no resolution shall be passed in relation to a Reserved Matter or a Promoter Reserved Matter unless the prior written consent of the Investor, or the Principal Promoter, respectively, is obtained, which consent shall not be unreasonably withheld. If the said meeting is required to be adjourned due to the absence of the Investor Director where a Reserved Matter is proposed to be passed, or due to the absence of the Principal Promoter where a Promoter Reserved Matter is proposed to be passed, then the General Meeting shall be further adjourned to and reconvened on the 21st (twenty first) Business Day from the date of such meeting, at the same time and place, or if that day is a public holiday, to the next succeeding day which is not a public holiday, at the same time and place. If the requisite quorum is not present within 30 (thirty) minutes of the specified time at the meeting, then, the Shareholders present thereat shall constitute valid quorum.

5. Sub-Article 17.10 of Article 17 of Articles of Association of the Company under the Heading **BOARD OF DIRECTORS** shall be amended and substituted with the following clause:

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**17.10** If a meeting of the Board cannot be held for the want of quorum, then the meeting shall stand automatically adjourned to and reconvened on the same day in the next week at the same time and place, or if that day is a public holiday, to the next succeeding day which is not a public holiday, at the same time and place. If the requisite quorum stipulated in Article 17 is not present within 30 (thirty) minutes of the specified time, then the Board Meeting shall be further adjourned to and reconvened on the 15<sup>th</sup> (fifteenth) Business Day at the same time and place, or if that day is a public holiday, to the next succeeding day which is not a public holiday, at the same time and place. If the requisite quorum stipulated in Article 17 is not present within 30 (thirty) minutes of the specified time at the second adjourned meeting, then, the Directors present thereat shall constitute valid quorum and all business (other than Reserved Matters and Promoter Reserved Matters) transacted thereat shall be regarded as having been validly transacted. However, no decision on Reserved Matters of the Investors and Promoter Reserved Matters shall be discussed or any resolution passed at a board meeting in the absence of the New Investors Nominee or the Existing Investor Nominee or the Principal Promoter, respectively without the prior written consent of the New Investors and the Existing Investor or the Principal Promoter, respectively.

6. To insert the Article 18B after the Clause Article 18A of Article 18 of the Articles of Association of the Company:

18 B.1 During the time in which the Principal Promoter is (i) in active management of the Company; or (ii) ceases to be in active management with the written consent of Investors but provided that the Promoter Family's shareholding is equal to or higher than 5% (Five Percent) of the total equity Share Capital of the Company, on a Fully Diluted Basis, the following Promoter Reserved Matters shall remain applicable:

- (a) amendment, replacement or any change to the Articles and/or Memorandum of Association of the Company, or rights or terms of any class of Securities of the Company, which adversely affect the rights granted to the Promoter under the Shareholders Agreement and/or Articles;
- (b) any Liquidation Event (other than with respect to any sale of any Shares which shall be governed by provisions of Article 6) prior to the Exit Period;
- (c) creating or authorizing the creation or issuance of, any Securities of the Company, save and except issuance of Securities to the Investors pursuant to exercising their anti-dilution rights in accordance with the Shareholders Agreement and/or Articles;
- (d) undertaking a buy-back of Shares or reduction of Share Capital of the Company, in a disproportionate manner, or on terms which are not identical for the Investors on one hand and the Principal Promoter and its Affiliates on the other hand;
- (e) any acquisitions or investments by the Company in any other Person, other than in the ordinary course of business or as set out in the Business Plan;
- (f) subject to any distributions required to be made under Clause 11 (Liquidation Preference) of the Shareholders Agreement, any declaration or payment of dividends or any distributions to the Shareholders of the Company, or adoption or amendment of the dividend policy of the Company, in a manner which seeks to treat different classes of Securities in a disproportionate manner;
- (g) management control of the affairs of the Company including the appointment, removal or change in key employees of the Company, except the chief financial officer and the company secretary; and
- (h) other than as required by Applicable Law, changes in any accounting standards, policies or principles

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of the Company.

18 B.2 Notwithstanding the above, no approval of the Principal Promoter as specified above, shall be required for the Promoter Reserved Matters, in any of the following cases/ circumstances:

- (a) in connection with any transaction pursuant to or in connection with the exercise of the Investors' Exit Rights subsequent to the Exit Period and/ or the Investor's Anti-Dilution Rights; or the Investors' rights upon occurrence of a Liquidation Event.
- (b) where the Principal Promoter's employment has been terminated for Cause in accordance with the terms of the Promoter's Employment Agreement;
- (c) where an Event of Default has occurred and the same is not cured in the manner as set out in the Articles.

18 B.3 Without prejudice to Articles 18B.1 and 18B.2 above, no resolution may be proposed, tabled, deliberated, discussed or passed at any meeting of the Board or a committee thereof or of the Shareholders, as the case may be, in relation to a Promoter Reserved Matter unless approval of the Promoter has been obtained in the following manner:

- (a) Prior to the circulation of the notice with respect to a meeting of the Board or of a committee thereof or of the Shareholders, as the case may be, the Company shall send a written notice to the Promoter ("**Promoter Meeting Notice**"). The Promoter Meeting Notice shall state the proposed Promoter Reserved Matter item and shall be accompanied by relevant documentation for which the Investors are seeking the consent of the Promoter ("**Impugned Promoter Reserved Matter**").
- (b) If the Promoter does not approve the Impugned Promoter Reserved Matter in writing then the Promoter shall be deemed to have not approved the Impugned Promoter Reserved Matter, and the Company shall not undertake any action in relation to the Impugned Promoter Reserved Matter nor shall the Impugned Promoter Reserved Matter be proposed, tabled, deliberated, discussed or put to vote in a meeting of the Board or of a committee thereof or the Shareholders (as the case may be). In the event that the Promoter has not approved of the Impugned Promoter Reserved Matter in writing, the Company shall not proceed with such matter.

7. Sub-Article 21.2 (a) of Article 21 of Articles of Association of the Company under the Heading **PROCEEDINGS OF THE BOARD** shall be amended and substituted with the following clause:

**21.2 (a)** Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board and/or the committees of the Board in which the Principal Promoter is a member, shall be determined when it is passed by not less than three-fourths of the votes cast by the Directors/ members present.

8. To insert the sub-Articles 22.4 and 22.5 after the sub-Article 22.3 of the Article 23 of the Articles of the Association of the Company under the Heading **MANAGING DIRECTOR, WHOLE TIME DIRECTOR, CHAIRMAN/ CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER**

22.4 Subject to Article 22.4(a) below, so long as the Principal Promoter holds at-least 1% (one percent) of the paid-up equity Share Capital of the Company on Fully Diluted Basis:

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- (i) the Principal Promoter shall be entitled to maintain his present designation in the Company as Managing Director, Chief Executive Officer & Chief Information Officer of the Company except in the following circumstances:
- a. he is of unsound mind and stands so declared by a court of competent jurisdiction;
  - b. If the Principal Promoter is:
    - A. declared as an undischarged insolvent by a court of competent jurisdiction or he has applied to be adjudicated as an insolvent and his application is pending;
    - B. held to be guilty of Gross Misconduct only;
    - C. determined to be no longer meeting the 'fit and proper' criteria, in accordance with Reserve Bank of India Circular No. RBI/2015-16/12 DNBR (PD) CC.No. 053/03.10.119/ 2015-16, dated 01 July, 2015, as amended from time to time.

For the purposes of this Article, “**Gross Misconduct**” shall mean, misconduct which is significant and material in nature and relates to an offence involving dishonesty or sexual harassment or an offence involving moral turpitude and which is not punishable by imprisonment under Applicable Law, as determined by the examination of an independent third party appointed with the mutual agreement between Principal Promoter and New Investor.

- (ii) the Principal Promoter shall be entrusted with substantial powers of managerial control and shall have the power to direct & control the operations and to give strategic guidance. The Principal Promoter shall also be in-charge of management control and day-to-day operations of the Company, discharge the supervisory role and shall be entitled to formulate and implement operational policies and affairs and discharge the necessary duties, in order to ensure the smooth and efficient conduct of the business affairs of the Company; and
- (iii) no resolution shall be brought for consideration and/ or be passed by the Board including any committee(s) of the Board as well as by the Shareholders of the Company and further no corporate action of whatsoever nature shall be brought or taken which gives the effect so as to remove or evict the Principal Promoter from the designation of Managing Director, Chief Executive Officer or Chief Information Officer of the Company, or restricts his powers of managerial control as mentioned in (b) above, except in the circumstances set out in Article 22.4(a) above.

22.5 In the event the employment of the Principal Promoter is terminated, the treatment of the Securities held by Promoter Family shall be determined by the mechanism set out under **Schedule II of the Articles**.

9. To insert the Schedule II after Schedule I to the Articles of Association of the Company as under:

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**SCHEDULE II**

	<b>Termination Condition</b>	<b>Treatment of Securities</b>
1.	<b>Termination of employment on account of Article 22.4(a)(ii).</b>	Investor 1 or the Company shall purchase all Securities held by the Promoter Family on a best effort basis, or provide an exit to the Promoter Family on a best efforts basis, at a price per Security equivalent to the fair market value of the Security as determined by a mutually appointed investment banker.
2.	<b>Termination of employment for any other reason not covered under the scope of Article 22.4(a)(ii).</b>	Investor 1 shall purchase all Securities held by the Promoter Family at a price per Security equivalent to the fair market value of the Securities as determined by a mutually appointed investment banker.
3.	<b>Timeline for completion of purchase of Securities held by the Promoter Family in the manner set out in Sr. No. 1 &amp; 2 above and payment</b>	In respect of Treatment of Securities held by the Promoter Family as listed out in Sr. No. 1 & 2 above, the payment thereof shall be made in a mutually agreed manner with the Principal Promoter.

**RESOLVED FURTHER THAT** Mr. Vivek Tiwari, Managing Director, CEO & CIO, Ms. Vandita Kaul, Chief Financial Officer and Mr. Amit Jain, Head-Legal, Secretary & Compliance Officer of the Company be and are hereby severally authorized to do all such acts, matters, deeds and things necessary or desirable in connection with or incidental to give effect to the above resolutions, including filing of necessary forms with the Registrar of Companies, NCT of Delhi and Haryana as may be required in relation to such amendments and to comply with all other requirements in this regard.

**RESOLVED FURTHER THAT** Mr. Vivek Tiwari, Managing Director, CEO & CIO, Ms. Vandita Kaul, Chief Financial Officer and Mr. Amit Jain, Head-Legal, Secretary & Compliance Officer of the Company be and are hereby severally authorised to issue/ provide certified true copies of these resolutions.”

By order of the Board of Directors  
**For SATYA MICROCAPITAL LIMITED**

-Sd/-  
**Amit Jain**  
(Head Legal, Secretary & Compliance Officer)  
M. No.: F3923

**Date:** November 13, 2021  
**Place:** New Delhi  
**Registered Office:**  
519, 5th Floor, DLF Prime Towers,  
Block- F, Okhla Phase-1, New Delhi-  
110020  
CIN- U74899DL1995PLC068688  
Ph:+91 11 4972-4000  
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## NOTES:

1. A member entitled to attend and vote at the Extra-Ordinary General Meeting (the “EGM”) is entitled to appoint a Proxy to attend and vote on a poll instead of himself and the Proxy need not be a member of the company. The instrument appointing the Proxy should, however, be deposited at the registered office of the Company not less than forty-eight hours before the commencement of EGM. A person can act as a Proxy on behalf of members not exceeding fifty and holding in the aggregate not more than ten percent of the total share capital of the Company carrying voting rights. A member holding more than ten percent of the total share capital of the Company carrying voting rights may appoint a single person as Proxy and such person shall not act as a Proxy for any other person or shareholder.
2. During the period beginning 24 hours before the time fixed for the commencement of the EGM and ending with the conclusion of the EGM, a Member would be entitled to inspect the proxies lodged at any time during the business hours of the Company, provided that not less than three days of Notice in writing is given to the Company.
3. All documents referred to in the accompanying Notice as well as the other documents as required under the provisions of the Companies Act, 2013 are open for inspection at the Registered Office of the Company on all working days except Saturdays and Holidays. up to the date of this EGM. The Registers required to be maintained under Section 170 of the Companies Act, 2013, will be available for inspection at the EGM.
4. Corporate members intending to send their authorised representatives to attend the EGM are requested to send to the Company a certified copy of their Board Resolution/s authorising their representative/s to attend and vote on their behalf at the EGM.
5. Members are requested to bring their attendance slip to the EGM.
6. In case of joint holders attending the EGM, only such joint holder who is higher in the order of names will be entitled to vote.
7. Members who have not registered their e-mail addresses so far are requested to register their e-mail address for receiving all communication including Annual Report, Notices, Circular, etc. from the Company in electronic mode.
8. Members are requested to kindly communicate immediately any change in their address, if any, to the Company Secretary at the Registered Office of the Company.
9. Members are requested to intimate to the Company any queries regarding the accounts/notices at least ten days before the EGM to enable the management to keep the information ready at the EGM.
10. Members may please note that no gifts/ gift coupons shall be distributed at the venue of the General Meeting.
11. The explanatory statement pursuant to Section 102 of the Companies Act, 2013 and Rule 22 of the Companies (Management and Administration) Rules, 2014, (“Rules”) setting out all material facts in respect of the business specified in this notice and the reasons thereto is annexed hereto.
12. Information pursuant to Secretarial Standards 2, pertaining to Director seeking Re-appointment/Appointment is annexed hereto.

By order of the Board of Directors  
For SATYA MICROCAPITAL LIMITED

**Date: November 13, 2021**

**Place: New Delhi**

**Registered Office:**

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Okhla Phase-1, New Delhi-110020

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Sd/-  
**Amit Jain**  
(Head Legal, Secretary & Compliance Officer)  
M. No.: F3923

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# SATYA MicroCapital Ltd.

सर्वे भवन्तु सुखिनः

## EXPLANATORY STATEMENT TO BE ANNEXED TO THE NOTICE PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013

The Board of Directors in its meeting held on 10<sup>th</sup> August 2021 had approved the matter pertaining to the amendment in the Shareholder Agreement (“SHA”) of the Company subject to the approval of shareholders of the Company for the purpose of inclusion of affirmative rights to the Principal Promoter as defined in the Shareholders Agreement (“SHA”).

A copy of the existing Articles of Association (AOA) as well as amended AOA of the Company is available for inspection at the Registered Office of the Company during working hours on any working day.

The approval of the members of the Company is required, by way of a special resolution pursuant to Section 14 of the Companies Act, 2013, for alteration of AOA by substituting/alteration of Articles as mentioned in this Notice convening the Extra-Ordinary General Meeting. The Board therefore, submits the resolution for your consideration and recommends it to be passed as a Special Resolution.

Mr. Vivek Tiwari, Mr. Ratnesh Tiwari and their relatives are deemed to be concerned and interested in this resolution.

No key managerial personnel and their relatives have any financial or other interest in this resolution except for Mr. Vivek Tiwari, Ratnesh Tiwari and their respective relatives.

By order of the Board of Directors  
For SATYA MICROCAPITAL LIMITED

**Date: November 13, 2021**

**Place: New Delhi**

**Registered Office:**

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110020

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Sd/-  
Amit Jain  
(Head Legal, Secretary & Compliance Officer)  
M. No.: F3923

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**SATYA MicroCapital Ltd.**

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**ATTENDANCE SLIP**

Folio No.\* \_\_\_\_\_ No. of Shares: \_\_\_\_\_ DP ID: \_\_\_\_\_ Client ID: \_\_\_\_\_

Members or their Proxies are requested to present this Slip in accordance with the Specimen Signatures registered with the Company, at the entrance of the Meeting Hall, for admission.

Name of the attending Member / Proxy(s) \_\_\_\_\_ (in BLOCK LETTERS)

I hereby record my presence at the Extra-Ordinary General Meeting of the Company held on **Monday**, the **20<sup>th</sup> Day of December, 2021** at **03:00 P.M.** at 519, 5<sup>th</sup> Floor, DLF Prime Towers, Okhla Industrial Area, Phase-1, Delhi -110020

\_\_\_\_\_  
**Member's Signature**

\_\_\_\_\_  
**Proxy's Signature**

**\*Applicable for Members holding shares in Physical form.**

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Form No. MGT-11

**Proxy Form**

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

Name of Company: **SATYA MICROCAPITAL LIMITED**

Registered Office: 519,5th Floor, DLF Prime Towers, Okhla Industrial Area, Phase-1, New Delhi- 110020

Name of the Member(s)	
Registered Address	
E-mail Id	
Folio No /Client ID	
DP ID	

I/We, being the member(s)\_\_\_\_\_ of shares of the above-named Company hereby appoint:

S. No.	Name	Address	E-mail	Signature

as my/ our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the Extra-Ordinary General Meeting of the Company held on day **Monday**, the **20<sup>th</sup> day of December, 2021** at **03:00 P.M** at 519,5th Floor, DLF Prime Towers, Okhla Industrial Area, Phase-1, New Delhi- 110020 and at any adjournment thereof in respect of such resolutions as are indicated below:

**Resolutions:**

1. Approval for Alteration of Articles of Association of the Company.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Signature of Shareholder

Signature of Proxy holder(s)

**Note: This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not later than 48 hours before the commencement of the Meeting.**

**Registered & Corporate Office**

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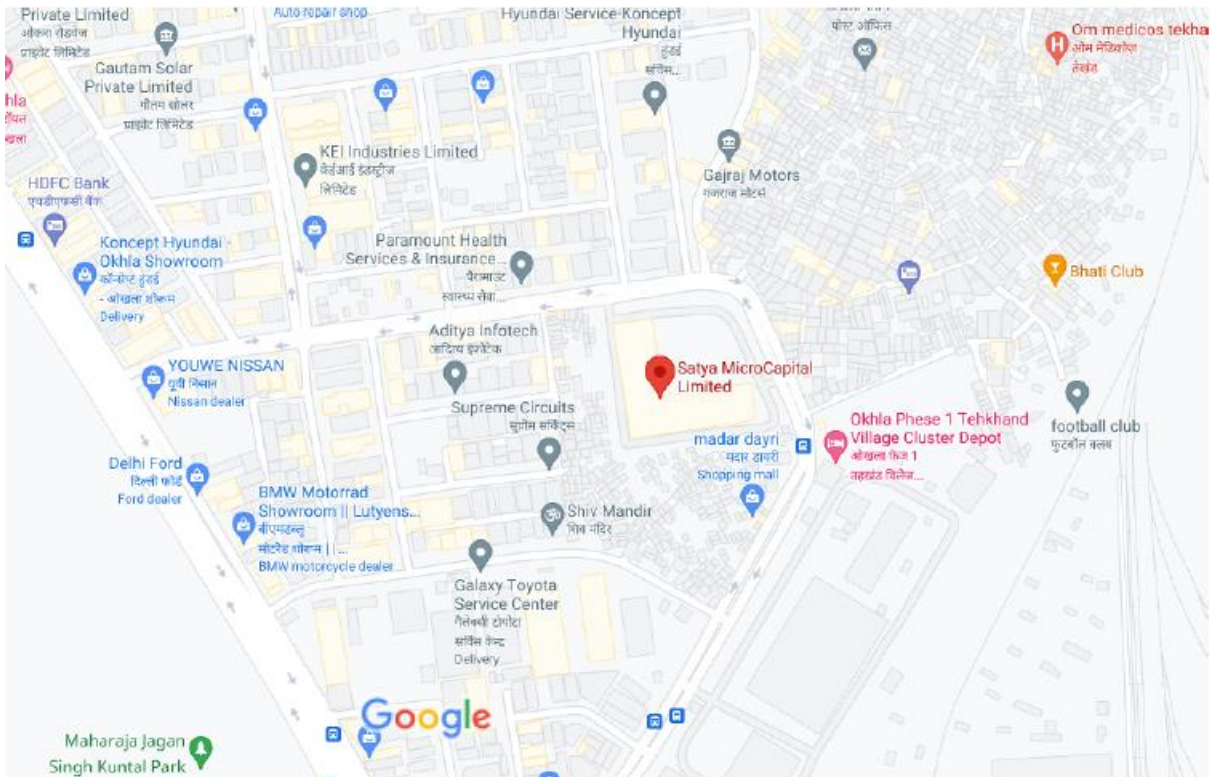
CIN : U74899DL1995PLC068688 | Fax : (+91-11) 49724051 | Phone : (+91-11) 4972 4000

**ROUTE MAP**

**Date of EGM: 20<sup>th</sup> December 2021**

**Time: 03:00 P.M.**

**Venue: 519,5th Floor, DLF Prime Towers, Okhla Industrial Area, Phase-1, New Delhi- 110020.**



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