



## WeP Solutions Limited

CIN: L72200KA1995PLC025617

Regd. Office: 40 /1A, Basappa Complex, Lavelle Road, Bengaluru 560 001

Phone: 080-66112000 Email id: investor@wepsol.in

Website: www.wepsolutions.co.in

### POSTAL BALLOT NOTICE

(Pursuant to Section 110 of the Companies Act, 2013 and applicable rules made thereunder)

Dear Member(s),

Notice is hereby given that pursuant to the provisions of Section 110 and other applicable provisions, if any, of the Companies Act, 2013 (the Act) read with the Companies (Management and Administration) Rules, 2014 (the Rules), as amended from time to time, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations) and other applicable laws and regulations (including any statutory modification or re-enactment thereof for the time being in force), the resolution as appended below is proposed to be passed by the members through Postal Ballot (including through electronic voting).

Please note that the Company had issued Notice dated 16<sup>th</sup> March 2020 for convening an extra ordinary general meeting of the shareholders of the Company on 15<sup>th</sup> April 2020. The meeting was postponed in view of the pandemic situation of COVID-19 and pursuant to the guidelines and notification issued by the Government, on account of extension of nationwide lockdown till 3<sup>rd</sup> May 2020 and in light of circulars issued by the Ministry of Corporate Affairs, Government of India (the "MCA") vide its General Circular No.14/2020 dated 8<sup>th</sup> April 2020 and General Circular No.17/2020 dated 13<sup>th</sup> April 2020 (the "MCA Circulars") providing for specific manner in which extra ordinary general meeting be held in the current situation, the calling of extra ordinary general meeting of the shareholders of the Company was cancelled on 30<sup>th</sup> April 2020.

In terms of the MCA Circulars, in view of the current extraordinary circumstances due to COVID-19 pandemic requiring social distancing, companies are advised to take all decisions requiring members' approval, other than items of ordinary business or business where any person has a right to be heard, through the mechanism of postal ballot / e-voting in accordance with the provisions of the Companies Act and rules made thereunder, without holding a general meeting that requires physical presence of members at a common venue.

The MCA has clarified that for companies that are required to provide e-voting facility under the Companies Act, while they are transacting any business only by postal ballot upto 30<sup>th</sup> June 2020 or till further orders, whichever is earlier, the requirements provided in Rule 20 of the Rules as well as the framework provided in the MCA Circulars will be applicable mutatis mutandis.

Further, the Company will send Postal Ballot Notice by email to all its shareholders who have registered their email addresses with the Company or depository / depository participants and the communication of assent / dissent of the members will only take place through the remote e-voting system. This Postal Ballot is accordingly being initiated in compliance with the MCA Circulars.

The Board of Directors ('the Board') of WeP Solutions Limited ('the Company'), at its meeting held on 13<sup>th</sup> February 2020 has, subject to the approval of the members and creditors of the Company and subject to the sanction of the jurisdictional Regional Director or such other competent authority, approved the Scheme of Amalgamation (the Scheme) between the Company and WeP Digital Services Limited and their respective members and creditors to be passed by the members through Postal Ballot / electronic voting (e- voting).

Pursuant to Sections 102 and 110 of the Act, the explanatory statement pertaining to the said resolution setting out the material facts and the reasons thereof is annexed to this Postal Ballot Notice, along with a Postal Ballot form for your consideration.

The Board has appointed Mr. S Kannan, Company Secretary in Practice as the Scrutinizer for conducting the Postal Ballot and e-voting process in a fair and transparent manner.

In compliance with Regulation 44 of the Listing Regulations, and the provisions of Sections 108 and 110 of the Act, read with the Rule 20 and 22 of the Rules, the Company is offering to its members the facility to exercise their right to vote by electronic means as an alternate mechanism.

For this purpose, the Company has engaged the services of KFin Technologies Private Limited (KFintech) (Formerly known as Karvy Fintech Private Limited) for facilitating e-voting in order to enable the members to cast their votes electronically instead of dispatching a Postal Ballot Form.

Members desiring to opt for e-voting as per the facilities arranged by the Company are requested to read the notes to this Postal Ballot notice.

Members are requested to carefully read the instructions printed on the Postal Ballot form and return the same duly completed in the enclosed self-addressed, postage prepaid reply envelope so as to reach the Scrutinizer at the address given below and also printed on the self-addressed envelope not later than the close of working hours i.e. 5.00 p.m. (IST) on 10<sup>th</sup> June 2020.

The Postal Ballot form may also be deposited personally at the address given on the reply envelope. The Postal Ballot form, if sent by courier or by registered post / speed post at the expense of the member(s) will also be accepted.

Postal Ballot forms received after the close of working hours i.e. 5.00 p.m. (IST) on 10<sup>th</sup> June 2020 will be treated as if no reply has been received from the member.

E-voting will be blocked by KFintech at 5:01 p.m. (IST) on 10<sup>th</sup> June 2020 and e-voting shall not be allowed beyond the said date and time.

As required under Rule 20(3) (v) and Rule 22(3) of the Rules and SS-2, advertisement relating to dispatch of Notice and Postal Ballot Forms will be published in the newspapers specifying the relevant matters therein.

The members are requested to consider and, if thought fit, pass the following resolution:

**SPECIAL BUSINESS:**

**Consider and approve the Scheme of Amalgamation between the WeP Solutions Limited (the Company/ Transferee Company) and WeP Digital Services Limited (Transferor Company) and their respective members and creditors under Section 233 of the Companies Act, 2013.**

To consider, and if thought fit, to pass with or without modifications, the following **Special Resolution**:

**“RESOLVED THAT** pursuant to the provisions of Section 233 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013, read with Rule 25 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (including any statutory modification(s) or re-enactments thereof for the time being in force), Securities and Exchange Board of India (Listing Obligations and Disclosure Requirement) Regulations, 2015 (including any statutory modification(s) or re-enactments thereof for the time being in force) and other applicable provisions of the regulations and guidelines issued by the Securities and Exchange Board of India from time to time, enabling provisions of the Memorandum and Articles of Association of the Company and subject to all other requisite statutory approvals and subject to the sanction of the jurisdictional Regional Director or such other competent authority and subject to such conditions and modifications as may be prescribed or imposed by jurisdictional Regional Director or by any regulatory or other authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board

of Directors of the Company (hereinafter referred to as (the **Board**), which term shall be deemed to mean and include the Committee constituted by the Board or any person(s) authorized by the Board to exercise its powers including the powers conferred by this resolution, the consent of the shareholders holding at least ninety percent (90%) of the total number of shares of the Company, be and is hereby accorded to the Scheme of Amalgamation (**Scheme**) between WeP Solutions Limited and WeP Digital Services Limited, with effect from April 1, 2020 (the **Appointed Date**), as per the terms and conditions mentioned in the Scheme.

**“RESOLVED FURTHER THAT** the Board including the Committee constituted by the Board be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the amalgamation / merger embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the jurisdictional Regional Director or such other regulatory/statutory authorities while sanctioning the amalgamation/merger embodied in the Scheme or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme or for any other such reason, as the Board may deem fit and proper.”

**“RESOLVED FURTHER THAT** the Board including the Committee be and is hereby authorized to delegate all or any of the powers conferred on it by or under this resolution to any Committee of Directors of the Company or to any Director of the Company or Officer(s) or Authorized Representative(s) of the Company in order to give effect to this Resolution”.

**By Order of the Board**

**Sd/-**

**Ram N Agarwal**

**Managing Director**

**Registered Office:**

**40/1 A, Basappa Complex, Lavelle Road, Bangalore 560001.**

**Place: Bengaluru**

**Date: 30<sup>th</sup> April 2020**

**Notes:**

**The explanatory statement pursuant to Section 102(1) of the Companies Act, 2013 read with rules framed thereunder, setting out the material facts and reasons for the proposed Special Resolution is annexed hereto.**

Members have option to vote either by means of physical Postal Ballot form or through e-voting.

Shareholders holding equity shares shall have one vote per share as shown against their holding.

The Board of Directors has appointed Mr. S Kannan, Practising, Company Secretary, C.P. No. 13016 Membership No. FCS: 6261 as a Scrutinizer to conduct the Postal Ballot and electronic voting process in a fair and transparent manner.

Postal Ballot Notice along with the Postal Ballot Form is being sent to the members whose names appear in the register of members / list of beneficial owners as received from the National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL) as on 24<sup>th</sup> April 2020 (Cut-Off Date).

Voting rights shall be reckoned on the paid-up value of shares registered in the name of the member / beneficial owner as on the Cut-Off Date i.e. 24<sup>th</sup> April 2020.

Only those members whose names are recorded in the register of members / list of beneficial owners as received from the NSDL and CDSL as on the Cut-Off Date will be entitled to cast their votes by Postal Ballot (including e-voting).

A person who is not a member of the Company on the Cut-Off Date should treat this notice as for information purpose only.

The Postal Ballot Notice along with the Postal Ballot Form is being sent to the members in electronic form to the e-mail addresses registered with their Depository Participants (in case of electronic shareholding) / the Company's Registrar and Transfer Agent (in case of physical shareholding).

For members whose e-mail addresses are not registered, physical copy of the Notice is being sent by registered post along with a self-addressed postage pre-paid envelope.

Members who have received the Postal Ballot Notice by e-mail and who wish to vote through physical Postal Ballot Form may download the Postal Ballot Form attached to the e-mail or from the web link: <https://evoting.karvy.com> or from the "Investor Section" on the Company's website: [www.wepsolutions.co.in](http://www.wepsolutions.co.in) where the Postal Ballot Notice is displayed and send the duly completed and signed Postal Ballot Form so as to reach the Scrutinizer on or before 5:00 p.m. (IST), 10<sup>th</sup> June 2020.

Resolution passed by the members through Postal Ballot Form including voting by electronic means shall be deemed to have been passed as if it has been passed at a general meeting of the members convened in that behalf.

Pursuant to the provisions of Section 108 and 110 of the Act read with Rules and in terms of Regulation 44 of the Listing Regulations, the Company has provided facility to members to exercise their votes through electronic means and have engaged the services of KFintech as the Authorized Agency to provide e-voting facility.

The members can opt for only one mode of voting, i.e., either by Postal Ballot Form or e-voting.

In case members cast their votes through both the modes, voting done by e-voting shall prevail and votes cast through Postal Ballot Forms will be treated as invalid.

The e-voting period commences on 11<sup>th</sup> May 2020 at 9.00 a.m. (IST) and ends at 5.00 p.m. (IST) on 10<sup>th</sup> June 2020.

During this period, members of the Company, holding shares either in physical or dematerialized form, as on the Cut-Off Date, that is, 24<sup>th</sup> April 2020, may cast their vote electronically. The e-voting module shall be disabled by KFintech thereafter.

The Scrutinizer will submit his report to the Chairman or Company Secretary of the Company or any other duly authorized person of the Company after completion of the scrutiny of the Postal Ballots (including e-voting).

The result of the Postal Ballot (including e-voting) shall be declared by the Chairman or the Company Secretary or any other duly authorized person of the Company on 11<sup>th</sup> June 2020 at the registered office and communicated to the Stock Exchange, Depository, Registrar and Share Transfer Agent and shall also be displayed on the Company's website, [www.wepsolutions.co.in](http://www.wepsolutions.co.in) and on the website of KFintech i.e. <https://evoting.karvy.com>.

The resolution, if approved, shall be deemed to have been passed on the last date of voting and last date for receipt of Postal Ballot Forms, i.e. 10<sup>th</sup> June 2020.

Relevant documents referred to in the Notice and the Explanatory Statement are available for inspection by the members at Company's Registered office on all working days (except Saturdays, Sundays and public holidays), during business hours, from the date of dispatch of the Notice till 10<sup>th</sup> June 2020.

In case of any query / grievance with respect to voting by postal ballot including voting through electronic means, please visit Help & FAQ's section available at KFintech's website: <https://evoting.karvy.com> or send e-mail to [investor@wepsol.in](mailto:investor@wepsol.in) or call KFintech on toll free number 1800 3454 001 for any further clarifications.

Members who have not registered their e-mail addresses are requested to register the same with the Company's Registrar and Transfer Agent / Depository Participant(s) for sending future communication(s) in electronic form. The instructions for Members for voting are as under:

**A) Voting through physical Postal Ballot Form:**

A shareholder desiring to exercise vote by Postal Ballot may complete the attached Postal Ballot Form and send it to the Scrutinizer in the attached self-addressed envelope. Postage will be borne by the Company. The self-addressed envelope contains the address of the scrutinizer appointed by the Board.

However, envelopes containing Postal Ballot, if sent by any other mode, at the expense of the registered Members/ Shareholders will also be accepted.

Voting Rights: Shareholders as on the Cut-Off Date, holding equity shares shall have one vote per share as shown against their holding.

The Postal Ballot Form should be completed and signed by the shareholder.

In case of joint holding, this form should be completed and signed (as per the specimen signature registered with the Company) by the first named shareholder and in his absence, by the next named shareholder.

Unsigned / incomplete Postal Ballot Forms will be rejected.

Duly signed Postal Ballot Form should reach the Scrutinizer not later than 5.00 PM (IST) on 10<sup>th</sup> June 2020.

All Postal Ballot Forms received after this date will be strictly treated as if reply from such shareholder has not been received and no voting whether by Postal Ballot or by electronic means shall be allowed beyond the said date.

Corporate / Institutional Members (i.e. other than Individuals, HUF, NRI, etc.) opting for Postal Ballot are also required to send certified true copy of the Board Resolution / Power of Attorney / Authority Letter, etc., together with attested specimen signature(s) of the duly authorized representative(s), to the Scrutinizer along with the Postal Ballot Form.

In case of shares held by companies, trusts, societies etc. the duly filled in Postal Ballot Form should be accompanied by a certified true copy of the appropriate resolution.

In case of the Postal Ballot Form is signed by the holder of power of attorney, with reference to the power of attorney registered with the Company, the same should be mentioned in the Postal Ballot Form.

In case a Postal Ballot Form has been signed by an authorized representative of a body corporate, a certified copy of the relevant authorization to vote on the Postal Ballot should accompany the Postal Ballot Form.

Shareholders are requested not to send any other paper along with the Postal Ballot Form in the enclosed self-addressed postage prepaid envelope, as all such envelopes will be sent to the Scrutinizer and any extraneous paper found in such envelope would be destroyed by the Scrutinizer.

**B) Remote e-voting facility:**

In pursuance of Regulation 44 of the Listing Regulations, Sections 108 and 110 of the Act and Rule 20 of the Rules, the Company is pleased to offer e-voting facility as an alternative, for its Shareholders to enable them to cast their vote electronically instead of dispatching physical Postal Ballot Form.

The instructions and other information for Members relating to remote e-voting are as under:

1. In case a member receives an e-mail from KFintech [for members whose e-mail addresses are registered with the Company / Depository Participant(s)]
2. Launch internet browser by typing the URL:https://evoting.karvy.com.
3. Enter the login credentials (i.e. User ID and password), which are provided in the Postal Ballot Form.
4. The E-Voting Event Number + Folio No. or DP ID Client ID will be your User ID. However, if you are already registered with KFintech for e-voting, you can use your existing User ID and password for casting your vote. If required, please visit <https://evoting.karvy.com> or contact toll free number 1-800-3454-001 for your existing password.
5. After entering these details appropriately, click on "LOGIN".
6. You will now reach password change Menu wherein you are required to mandatorily change your password. The new password shall comprise minimum 8 characters with at least one upper case (A-Z), one lower case (a-z), one numeric (0-9) and a special character (@,#,\$,etc.). The system will prompt you to change your password and update your contact details like mobile number, email address, etc. on first login. You may also enter a secret question and answer of your choice to retrieve your password in case you forget it. It is strongly recommended that you do not share your password with any other person and that you take utmost care to keep your password confidential.
7. You need to login again with the new credentials.
8. On successful login, the system will prompt you to select the E-Voting Event Number for WeP Solutions Limited.
9. On the voting page enter the number of shares (which represents the number of votes) as on the cut-off date under "FOR/AGAINST" or alternatively, you may partially enter any number in "FOR" and partially in "AGAINST" but the total number in "FOR / AGAINST" taken together should not exceed your total shareholding as on the cut-off date. You may also choose the option "ABSTAIN" and the shares held will not be counted under either head.
10. Members holding shares under multiple folios / Demat accounts shall choose the voting process separately for each of the folios / Demat accounts.
11. You may then cast your vote by selecting an appropriate option and click on "Submit".



12. A confirmation box will be displayed. Click "OK" to confirm else "CANCEL" to modify.
13. Once you confirm, you will not be allowed to modify your vote. During the voting period, members can login any number of times till they have voted on the Resolution.
14. Corporate / Institutional Members (i.e. other than Individuals, HUF, NRI, etc.) are also required to send scanned certified true copy (PDF Format) of the Board Resolution / Power of Attorney / Authority Letter, etc., together with attested specimen signature(s) of the duly authorized representative(s), to the Scrutinizer at e-mail ID: [cs.skannan@gmail.com](mailto:cs.skannan@gmail.com).
15. They may also upload the same in the e-voting module in their login. The scanned image of the abovementioned documents should be in the naming format "Corporate Name\_EVENTNO."
16. In case a member receives physical copy of the Notice by Post [for members whose e-mail addresses are not registered with the Company / Depository Participant(s)]:
17. User ID and initial password, which are provided in the Postal BallotForm;
18. Please follow all steps from Sr. No. (1) to (17) as mentioned in above, to cast yourvote.
19. Once the vote on the resolution is cast by a member, the member shall not be allowed to change it subsequently or cast the voteagain.

In case of any query and/or grievance, in respect of voting by electronic means, Members may refer to the Help & Frequently Asked Questions (FAQs) and E-voting user manual available at the download section of <https://evoting.karvy.com> or call KFintech's toll free No. 1-800-34-54-001 for any furtherclarifications.

Mr. S Kannan, Practicing Company Secretary, C.P. No. 13016, Membership No. FCS: 6261 has been appointed as the Scrutinizer to scrutinize the e-voting process in a fair and transparentmanner.

The Scrutinizer will submit his report to the Chairman or Company Secretary of the Company or any other duly authorized person of the Company as authorized by the Chairman after completion of the scrutiny of the Postal Ballot Forms and E-Voting.

The results of the voting by Postal Ballot and e-voting shall be announced by the Chairman or any other authorized Director or Company Secretary of the Company on 11<sup>th</sup> June 2020 at the registered office of the Company.

The Resolution, if passed by requisite majority, shall be deemed to have been passed on 10<sup>th</sup> June 2020, being the last date for receipt of Postal Ballot Forms and votes through e-voting.

The Results, along with the Scrutinizer's Report, shall be displayed on the Notice Boards of the Company at its Registered Office and at the Corporate Office at Bengaluru, on the Company's website [www.wepsolutions.co.in](http://www.wepsolutions.co.in) and on the website of KFintech: <https://evoting.karvy.com>. The same shall also be communicated to the Stock Exchanges and the Depositories.

**By Order of the Board**  
**Sd/-**  
**Ram N Agarwal**  
**Managing Director**

**Registered Office:**  
**40/1 A, Basappa Complex, Lavelle Road, Bangalore 560001.**

**Place: Bengaluru**  
**Date: 30<sup>th</sup> April 2020**

## EXPLANATORY STATEMENT

(Pursuant to Sections 102(1) and 110 of the Companies Act, 2013)

**The following Explanatory Statement is furnished in respect of Special Business of the Postal Ballot Notice:**

The Company intends to merge the entire business of its wholly owned subsidiary company, WeP Digital Services Limited with the Company under Section 233 of the Companies Act, 2013 (**the Scheme**). The proposed amalgamation of the business of the Transferor Company with the Company would be in the best interest of the Company, its Equity Shareholders and creditors of the Company.

1. In this statement **WeP Digital Services Limited** are hereinafter referred to as “**the Transferor Company**” and **WeP Solutions Limited** is referred to as the “**Transferee Company**.” Where the context so requires, the Transferor Company and the Transferee Company are together referred to as the “Companies”.
2. WeP Solutions Limited, (“WSL” or “Transferee”), is a Company incorporated under the Companies Act, 1956 having its Registered Office at 40/1-A, Basappa Complex, Lavelle Road, Bengaluru 560 001, Karnataka, India. WeP Solutions Limited was incorporated on 01.03.1995 with Registrar of Companies, NCT of Delhi & Haryana with the name “Datanet Corporation Limited” subsequently name changed to “Datanet Systems Limited”. The Registered Office of the company was shifted to the state of Karnataka on 18.08.1999 based on the Order passed by Company Law Board, New Delhi and the said Order was registered by Registrar of Companies, Karnataka. Subsequently the name of the Company was changed to WeP Solutions Limited with effect from 23.12.2011 (CIN: L72200KA1995PLC025617). WSL is engaged in the Business of Manufacturing and Distribution of Computer Peripherals and Managed Printing and Document Services.
3. The Registered Office of the Transferee Company is situated at # 40/1-A, Basappa Complex, Lavelle Road, Bengaluru, Karnataka - 560 001.
4. WeP Digital Services Limited, (“WDSL” or “Transferor”), a Company incorporated under the Companies Act, 2013 with the name and style of “eRM Solutions Private Limited” on 28.05.2015 having its Registered Office at 40/1 A, First Floor, Basappa Complex, Lavelle Road, Bengaluru-560 001, Karnataka, India. On 26.05.2017 the status of the company was changed from private to public. Subsequently the name of the Company was changed to WeP Digital Services Limited with effect from 26.05.2017 (CIN:U74900KA2015PLC080570). WDSL is engaged in the Business of providing comprehensive documents management solutions and GST Services.
5. The Registered office of the Transferor Company No. 1 is situated at 40/1 A, First Floor, Basappa Complex, Lavelle Road, Bengaluru 560 001.
6. WeP Digital Services Limited is engaged in the business operations allied to that of WeP Solutions Limited. Towards the objective of combining the businesses of WSL and WDSL, it is proposed to amalgamate WDSL into WSL.
7. The consolidation of these operations through amalgamation of WDSL into WSL would result in:
  - a) Greater integration and financial strength for the amalgamated entity, which would result in maximising overall shareholder value, and will improve the financial position of the amalgamated entity;
  - b) Simplification of group structure by eliminating multiple companies and reduce managerial overlap;
  - c) Greater efficiency in cash management of the Transferee Company, an unfettered access to cash flow generated by the combined business which can be deployed more efficiently to fund organic and inorganic growth opportunities, to maximize shareholder value;
  - d) The amalgamation would lead to greater and efficient use of the infrastructure and optimum utilisation of the available resources;
8. Section 233 of the Companies Act, 2013 provides for a fast track amalgamation of a wholly owned subsidiary with its holding company. Considering that the Transferor Company is a wholly owned subsidiary of the Company, it is proposed to amalgamate the wholly owned subsidiary with the holding company under Section 233 which requires consent of the members.

A draft Scheme is proposed for the approval of the shareholders at the meeting. The draft Scheme has also been filed with the Registrar of Companies and Official Liquidators at Bangalore, inviting objections or suggestions, if any, on the draft Scheme.



## 9. Capital Structure

### Transferee Company

The Share Capital of Transferee Company as at **31<sup>st</sup> March 2019**, was as follows:

<b>Authorised Share Capital</b>	<b>Amount (Rs.)</b>
3,00,00,000 Equity Shares of Rs. 10/- each	30,00,00,000
<b>Issued, Subscribed and Paid-up Share Capital</b>	<b>Amount (Rs.)</b>
2,62,09,272 Equity Shares of Rs. 10/- each fully paid up	26,20,92,720

The Share Capital of Transferee Company as at **13<sup>th</sup> February 2020** was as follows:

<b>Authorised Share Capital</b>	<b>Amount (Rs.)</b>
3,00,00,000 Equity Shares of Rs. 10/- each	30,00,00,000
<b>Issued, Subscribed and Paid-up Share Capital</b>	<b>Amount (Rs.)</b>
2,63,16,372 Equity Shares of Rs. 10/- each fully paid up	26,31,63,720

Subsequent to 13<sup>th</sup> February 2020 there has been no change in the share capital of Transferee Company.

### Transferor Company

The Share Capital of Transferor Company as at **31<sup>st</sup> March 2019** was as follows:

<b>Authorised Share Capital</b>	<b>Amount (Rs.)</b>
1,00,00,000 Equity Shares of Rs. 10/- each	10,00,00,000
<b>Issued, Subscribed and Paid-up Share Capital</b>	<b>Amount (Rs.)</b>
68,10,000 Equity Shares of Rs. 10/- each fully paid up	6,81,00,000

The Share Capital of Transferor Company as at **13<sup>th</sup> February 2020** was as follows:

<b>Authorised Share Capital</b>	<b>Amount (Rs.)</b>
1,00,00,000 Equity Shares of Rs. 10/- each	10,00,00,000
<b>Issued, Subscribed and Paid-up Share Capital</b>	<b>Amount (Rs.)</b>
78,10,000 Equity Shares of Rs. 10/- each fully paid up	7,81,00,000

Subsequent to 13<sup>th</sup> February 2020 there has been no change in the share capital of Transferor Company till the date of resolution approving the Scheme of Amalgamation passed by its Board of Directors. The Transferor Company is a wholly owned subsidiary of the Transferee Company.

10. The Board of Directors of the Transferee Company and Transferor Company at their respective meeting(s) held on **13<sup>th</sup> February 2020**, unanimously approved the Scheme, subject to the approval by the requisite majority of the shareholders of the respective companies and creditors, as may be required, and subject to the sanction of the Regional Director, South East Region and of such other authorities as may be necessary.

Names of the directors who voted in the favour of the resolution, who voted against the resolution and who did not vote or participate in the resolution:

**(i) Transferee Company**

<b>Name of the Directors of Transferee Company present in the meeting</b>	<b>Voted in Favour / Against / Abstain from voting</b>
1. Ram Narayan Agarwal (DIN: 00006399)	Favour
2. Hangalore Venkatachala Gowthama (DIN: 00250122)	Favour
3. Grama Hiriyannaiah Visweswara (DIN: 00662212)	Favour
4. Shankar Jaganathan (DIN: 02121024)	Favour
5. Ayyagari Lakshmanarao (DIN: 02919040)	Favour
6. Mythily Ramesh (DIN: 06959991)	Favour

**(ii) Transferor Company**

<b>Name of the Directors of Transferor Company present in the meeting</b>	<b>Voted in Favour / Against / Abstain from voting</b>
1. Suresh Chandra Senapaty (DIN: 00018711)	Favour
2. Ayyagari Lakshmanarao (DIN: 02919040)	Favour
3. Mythily Ramesh (DIN: 06959991)	Favour
4. Grama Hiriyannaiah Visweswara (DIN:00662212)	Favour
5. Sandeep Kumar Goyal (DIN: 03023842)	Favour
6. Sanjeev Arora (DIN: 07230655)	Favour

**11. Report under section 230 and 233 of the companies act 2013**

- A. Under the proposed Scheme, the entire assets and liabilities of the entire undertaking of the Transferor Company is proposed to be transferred to and vested in WeP Solutions Limited (Transferee Company).

The said scheme will be effective from **April 1, 2020** the Appointed Date.

- B. **The objectives and rationale of the proposed scheme are as follows:**

WeP Digital Services Limited is engaged in the business operations allied to that of WeP Solutions Limited. Towards the objective of combining the businesses of the companies, it is proposed to amalgamate WeP Digital Services Limited into WeP Solutions Limited.

**The consolidation of these operations through amalgamation would result in:**

- i. Greater integration and financial strength for the amalgamated entity, which would result in maximising overall shareholder value, and will improve the financial position of the amalgamated entity;
- ii. Simplification of group structure by eliminating multiple companies and reduce managerial overlap;
- iii. Greater efficiency in cash management of the Transferee Company, an unfettered access to cash flow generated by the combined business which can be deployed more efficiently to fund organic and inorganic growth opportunities, to maximize shareholder value;
- iv. The amalgamation would lead to greater and efficient use of the infrastructure and optimum utilisation of the available resources;

- v. Further, the proposed consolidation would also create greater visibility and enhance the overall performance of the surviving entity.

**C. Share Exchange Ratio:**

The Transferor Company is a wholly owned subsidiary of the Transferee Company, hence the shares held by the Transferee Company in the Transferor Company will be cancelled pursuant to Clause 9 of the scheme and as such there is no valuation in this regard.

- D. The Directors of the Transferor Company have no vested interest in the above merger between the Transferor Company and the Transferee Company.
- E. As per the provisional balance sheet of the **Transferee Company** as on **31<sup>st</sup> December 2019**, the assets and liabilities of the company are as follows:

<b>Liabilities</b>	<b>Amount (in Rs.)</b>	<b>Assets</b>	<b>Amount (in Rs.)</b>
Share capital	26,29,93,545	Non-Current Assets	52,12,33,544
Reserves and Surplus	23,64,44,979	Other Current Assets	26,64,34,156
Non-current liabilities	7,95,00,801		
Other Current liabilities	20,87,28,374		
<b>Total</b>	<b>78,76,67,699</b>	<b>Total</b>	<b>78,76,67,699</b>

Subsequent to the date of the aforesaid provisional accounts, there has been no substantial change in the financial position of the Transferee Company except those arising or resulting from the usual course of business.

- F. As per the provisional balance sheet of the **Transferor Company** as on **31<sup>st</sup> December 2019** the assets and liabilities of the company are as follows:

<b>Liabilities</b>	<b>Amount (in Rs.)</b>	<b>Assets</b>	<b>Amount (in Rs.)</b>
Share capital	7,81,00,000	Non-Current Assets	1,60,31,879
Reserves and surplus	(7,06,55,763)	Current Assets	98,75,996
Non-Current liabilities	72,94,602		
Current liabilities	1,11,69,036		
<b>TOTAL</b>	<b>2,59,07,875</b>	<b>TOTAL</b>	<b>2,59,07,875</b>

Subsequent to the date of the aforesaid provisional accounts, there has been no substantial change in the financial position of the Transferor Company except those arising or resulting from the usual course of business.

- G. There are no investigation, proceedings pending against the Transferor Company under any other provisions of Sections 206 to 229 of the Companies Act, 2013.

H. Details of the promoters and directors of the Transferee Company along with their addresses.

<b>List of Directors</b>				
<b>Sr. No.</b>	<b>Name of Director</b>	<b>Designation</b>	<b>DIN</b>	<b>Address</b>
1	Ram Narayan Agarwal	Chairman and Managing Director	00006399	2091B, 16 <sup>th</sup> 'B' main, HAL 2 <sup>nd</sup> stage, Bengaluru 560 008.
2	Hangalore Venkatachala Gowthama	Independent Director	00250122	23/57 East End, 'C' Main 41 <sup>st</sup> Cross, 9 <sup>th</sup> Block, Jayanagar, Bengaluru 560 069.
3	Grama Hiriyannaiah Visweswara	Independent Director	00662212	No. 189, 2 <sup>nd</sup> 'B' Cross, Domlur 2 <sup>nd</sup> Stage, Bengaluru 560 071.
4	Shankar Jaganathan	Independent Director	02121024	No. 42, Prudence Court, 18 <sup>th</sup> Cross Malleswaram, Bengaluru 560 055.
5	Mythily Ramesh	Independent Director	06959991	302, Sparta 02, Prestige Acropolis, 20 Hosur Road, Kormangala, Bengaluru 560 029.
6	Ayyagari Lakshmanarao	Non-Executive Director	02919040	Villa G-22, Yamluowners Association, Epsilon Yemlur Village Road, Bengaluru 560 037.

<b>List of Promoters</b>				
<b>Sr. No.</b>	<b>Name of Promoter / Promoter Group</b>	<b>Category</b>	<b>DIN</b>	<b>Address</b>
1	Ram Narayan Agarwal	Promoter	00006399	2091B, 16 <sup>th</sup> B main, HAL 2 <sup>nd</sup> Stage, Bengaluru 560 008.
2	WeP Peripherals Limited	Promoter	Not Applicable	40/1 A Basappa Complex, Lavelle Road, Bengaluru 560 001.
3	wep solutions india Limited	Promoter Group	Not Applicable	40/1 A Basappa Complex, Lavelle Road, Bengaluru 560 001.
4	RNAWEP Investments Private Limited	Promoter Group	Not Applicable	40/1 A Basappa Complex, Lavelle Road, Bengaluru 560 001.
5	Sarita Agarwal	Promoter Group	01802183	2091B, 16 <sup>th</sup> B main, HAL 2 <sup>nd</sup> Stage, Bengaluru 560 008.
6	Suman Jain	Promoter Group	Not Applicable	2091B, 16 <sup>th</sup> B main, HAL 2 <sup>nd</sup> Stage, Bengaluru 560 008.

I. Details of the promoters and directors of the Transferor Company along with their addresses.

<b>List of Directors</b>				
<b>Sr. No.</b>	<b>Name of Director</b>	<b>Designation</b>	<b>DIN</b>	<b>Address</b>
1	Suresh Chandra Senapaty	Director	00018711	No. 301, Brigade Lavelle I, No.12/10, Lavelle Road, Bengaluru 560 001.
2	Sanjeev Arora	Managing Director	07230655	E-1411, Golden Magic Brigade, Gardenia RBI Layout, JP Nagar 7 <sup>th</sup> Phase, Bengaluru 560 078.
3	Grama Hiriyannaiah Visweswara	Director	00662212	No. 189, 2 <sup>nd</sup> B Cross, Domlur 2 <sup>nd</sup> Stage, Bengaluru 560 071.
4	Mythily Ramesh	Director	06959991	302, Sparta 02, Prestige Acropolis, 20 Hosur Road, Kormangala, Bengaluru 560 029.
5	Ayyagari Lakshmanarao	Director	02919040	Villa G-22, Yamluowners Association Epsilon, Yemlur Village Road, Bengaluru 560 037.
6	Sandeep Kumar Goyal	Director	03023842	D511, Brigade Gardenia, RBI Layout, JP Nagar, 7 <sup>th</sup> Phase, Bengaluru 560 078.

<b>List of Promoters</b>				
<b>Sr. No.</b>	<b>Name of Promoter / Promoter Group</b>	<b>Category</b>	<b>DIN</b>	<b>Address</b>
1	WeP Solutions Limited	Holding Company	Not Applicable	40/1 A, Basappa Complex, Lavelle Road, Bengaluru 560 001.

J. Disclosure about the effect of the Amalgamation:

Key Managerial Personnel and Directors	By virtue of the Scheme of Amalgamation the entire Board of Directors of the Transferor Company shall cease to have any effect and further all the KMP of the Transferor Company shall be absorbed in the Transferee Company as a regular employee with continuity of services.
Promoters	Post amalgamation, the entire shareholding of the promoters of the Transferor Company (being the Transferee Company itself) shall stand cancelled.
Non-promoter members	There would be no non-promoter member as the transferor company is a wholly owned subsidiary of the Transferee Company.
Depositors	There is no depositor in any of the companies.

Creditors	<p>The position of the Transferee Company post the amalgamation with the Transferor Company is commercially solvent and hence none of the Creditors of the Transferor Company shall be prejudiced in any way.</p> <p>The Scheme of Amalgamation duly deals with carry forward of the creditors of the Transferor Company in the books of Transferee Company upon the Scheme of Amalgamation becoming effective.</p> <p>Any rights of contest or dispute of the Transferor Company with respect to any of the Creditors shall also be carried forward and vest with Transferee Company upon the Scheme of Amalgamation becoming effective.</p>
Debenture holders	There are no debenture holders in the companies
Deposit trustee and debenture trustee	There are no deposit trustee or debenture trustee in the companies
Employees of the Company	The Scheme proposes all other employees shall be absorbed in the Transferee Company as a regular employee with continuity of services

K. **The Scheme is filed with the Registrar on 21<sup>st</sup> February 2020.**

L. The amount due to unsecured creditors of the Transferee Company as on **31<sup>st</sup> December 2019 is Rs. 942.49 Lakhs.**

12. Inspection of the following documents may be taken at the Registered Office of the Transferee Company on any working day (except Saturday and Sunday) between 10.00 A.M. to 4.00 PM.

- a) Scheme of Amalgamation.
- b) Memorandum and Articles of Associations of the Transferor and the Transferee Companies.
- c) Annual Report of the Transferor and the Transferee Companies for the year ended 31<sup>st</sup> March 2019.

13. This statement may also be treated as an Explanatory Statement under Section 102 of the Companies Act, 2013.

14. After the Scheme of Amalgamation is approved by you, it will be effective subject to the approval by the Regional Director, South East Region Ministry of Corporate Affairs.

**By the order of the Board  
For WeP Solutions Limited**

**Sd/-**

**Ram N Agarwal  
Managing Director  
DIN: 00006399**

*Registered Office:  
40/1-A, Basappa Complex, Lavelle Road, Bengaluru - 560 001*





# WeP Solutions Limited

CIN: L72200KA1995PLC025617

Regd. Office: 40 /1A, Basappa Complex, Lavelle Road, Bengaluru 560 001

Phone: 080-66112000 Email id: investor@wepsol.in

Website: www.wepsolutions.co.in

## POSTAL BALLOT FORM

(Notice pursuant to Section 110 of the Companies Act, 2013, read with Rule 22 of the Companies (Management and Administration) Rules, 2014) and Regulation 44 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015).

Date:

Place:

Name and Registered Address of the sole / first Named Member :

Name(s) of the Joint Member(s), if any :

Registered Folio No. / DP Id No. / Client id No. :

Number of Equity Shares held :

Class of Share :Equity

I / We here by exercise my / our vote in respect of the Special Resolution to be passed through Postal Ballot for the special business stated in the Notice of Postal Ballot dated 30<sup>th</sup> April 2020 circulated by the Company, by conveying my / our assent or dissent to the Resolution enumerated below by placing a tick (√) mark in the appropriate column below:

Description	No. of shares held by me	I assent to the Resolution	I dissent from the Resolution
<b>Special Resolution:</b>			
To consider and approve the Scheme of Amalgamation between the WeP Solutions Limited (the Company / Transferee Company) and WeP Digital Services Limited (Transferor Company) and the respective members and creditors under Section 233 of the Companies Act, 2013.			

(Signature of the Member / Authorised Representatives)

Notes:

- Please read the instructions carefully before filling this Postal Ballot Form and exercising your vote by post or electronic means.
- Please refer to the instructions for voting through electronic means provided in the Postal Ballot Notice annexed here with.
- The last date for the receipt of Postal Ballot Forms by the Scrutinizer is, 10<sup>th</sup> June 2020.
- If the voting rights are exercised electronically; there is no need to use this Postal Ballot Form.

## Board Resolution Adopting the Draft Scheme

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD MEETING OF WeP SOLUTIONS LIMITED AT THEIR MEETING HELD ON 13<sup>th</sup> FEBRUARY 2020 AT 2.30 PM AT THE REGISTERED OFFICE OF THE COMPANY AT 40/1 A, BASAPPA COMPLEX, LABELLE ROAD, BENGALURU 560 001.**

### **Sub: Approval for the Scheme of Amalgamation**

**“RESOLVED THAT** pursuant to the provisions of Sections 230 and 233 and all other applicable provisions, if any, of the Companies Act, 2013 and enabling provisions of the Memorandum of Association and Articles of Association of WeP Solutions Limited, (the Company’ or ‘The Transferee Company’) and subject to the requisite approval of the shareholders / creditors of the Company and the sanction of the Regional Director, South East Region, Ministry of Corporate Affairs or such other competent authority, as may be applicable, the consent of the Board be and is hereby accorded for the Scheme of Amalgamation of WeP Digital Services Limited (Transferor Company) WeP Solutions Limited (Transferee Company) and their respective shareholders and creditors (herein after referred to as ‘Scheme’ or ‘the Scheme’ or ‘this Scheme’).

**“RESOLVED FURTHER THAT** Ram N Agarwal, Grama Hiriyannaiah Visweswara, Shankar Jagannathan, Directors of the Company be and is hereby severally authorized to take all the necessary steps for:

- a) Finalize and Settle the draft Scheme of Amalgamation;
- b) Filing declarations and documents with the ROC and other concerned authorities
- c) Filing of application with the Regional Director, South East Region or such other appropriate authority for approval of the scheme;
- d) Filing affidavits, petitions, pleadings, applications or any other proceedings incidental or deemed necessary or useful in connection with the above proceedings and to engage Counsels, Advocates, Solicitors, Chartered Accountants and other professionals and to sign and execute vakalatnama wherever necessary, and sign and issue public advertisements and notices;
- e) Obtaining approval from such other authorities and parties including the shareholders, creditors, lenders as may be considered necessary, to the said Scheme;
- f) Making any alterations / changes to the Scheme as may be expedient or necessary which does not materially change the substance of the Scheme; particularly for satisfying the requirements or conditions imposed by the Central Government or any other authority;
- g) Signing all applications, petitions, documents, relating to the Scheme or delegate such authority to another person by a valid Power of Attorney;
- h) To settle any question or difficulty that may arise with regard to the implementation of the above Scheme, and to give effect to the above resolution; and
- i) To do all further acts, deeds, matters and things as may be necessary, proper or expedient to give effect to the Scheme and for matters connected therewith or incidental thereto.

**“RESOLVED FURTHER THAT** the Company Secretary or the Chief Financial Officer or any of the Directors of the Company be and is hereby severally authorized to sign any copy of this resolution as a certified true copy thereof and furnish the same to whomsoever concerned.”

**//CERTIFIED TRUE COPY//  
For WeP Solutions Limited**

**Ram N Agarwal  
Sd/-  
DIN: 00006399**

**SCHEME OF AMALGAMATION**  
**OF**  
**WeP DIGITAL SERVICES LIMITED**  
**WITH**  
**WeP SOLUTIONS LIMITED**  
**AND**  
**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**  
  
**UNDER SECTION 233 AND OTHER APPLICABLE**  
**PROVISIONS OF THE COMPANIES ACT, 2013.**

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PREMABLE	I. Purpose of Scheme II. Rationale for the Scheme III. Parts of the Scheme
Part A	Definitions and Share Capital
Part B	Transfer and Vesting of Undertaking of the Transferor Company into the Transferee Company
Part C	Consideration for Amalgamation
Part D	Accounting treatment in the books of the Transferee Company
Part E	Dissolution of the Transferor Company and the general terms and conditions applicable to this scheme and other matters consequential and integrally connected thereto.

## PREAMBLE

### I. PURPOSE OF SCHEME

This Scheme (defined herein) provides for the amalgamation of WeP Digital Services Limited with WeP Solutions Limited pursuant to Section 230 and 233 of the Companies Act, 2013 and other applicable provisions of Companies Act, 2013 and Section 2(1B) of the Income Tax Act as applicable for the amalgamation.

The Transferor Company and the Transferee Company are companies within the same group and the Transferor Company is the wholly owned subsidiary of the Transferee Company since the Transferee Company along with its nominees holds the entire share capital of each of the Transferor Company.

### II. RATIONALE FOR THE SCHEME

1. WeP Solutions Limited, ("WSL" or "Transferee"), is a Company incorporated under the Companies Act, 1956 having its Registered Office at 40/1-A, Basappa Complex, Lavelle Road, Bengaluru-560 001, Karnataka, India. WeP Solutions Limited was incorporated on 01.03.1995 with Registrar of Companies, NCT of Delhi & Haryana with the name "Datanet Corporation Limited" subsequently name changed to "Datanet Systems Limited". The Registered Office of the company was shifted to the state of Karnataka on 18.08.1999 based on the Order passed by Company Law Board, New Delhi and the said Order was registered by Registrar of Companies, Karnataka. Subsequently the name of the Company was changed to WeP Solutions Limited with effect from 23.12.2011 (CIN:L72200KA1995PLC025617). WSL is engaged in the Business of Manufacturing and Distribution of Computer Peripherals and Managed Printing and Document Services.
2. WeP Digital Services Limited, ("WDSL" or "Transferor"), a Company incorporated under the Companies Act, 2013 with the name and style of "eRMSolutions Private Limited" on 28.05.2015 having its Registered Office at 40/1 A, First Floor, Basappa Complex, Lavelle Road, Bengaluru-560 001, Karnataka, India. On 26.05.2017 the status of the company was changed from private to public. Subsequently the name of the Company was changed to WeP Digital Services Limited with effect from 26.05.2017 (CIN:U74900KA2015PLC080570). WDSL is engaged in the Business of providing comprehensive documents management solutions and GST Services.
3. WeP Digital Services Limited is engaged in the business operations allied to that of WeP Solutions Limited. Towards the objective of combining the businesses of WSL and WDSL, it is proposed to amalgamate WDSL into WSL.

The consolidation of these operations through amalgamation of WDSL into WSL would result in:

- a) Greater integration and financial strength for the amalgamated entity, which would result in maximising overall shareholder value, and will improve the financial position of the amalgamated entity;
- b) Simplification of group structure by eliminating multiple companies and reduce managerial overlap;
- c) Greater efficiency in cash management of the Transferee Company, an unfettered access to cash flow generated by the combined business which can be deployed more efficiently to fund organic and inorganic growth opportunities, to maximize shareholder value;
- d) The amalgamation would lead to greater and efficient use of the infrastructure and optimum utilisation of the available resources;

In view of the aforesaid, the Board of Directors of the WSL and the Board of Directors of the WDSL have considered and proposed the amalgamation of the entire undertakings and business of the WDSL with WSL.

Accordingly, the Board of the Transferor Company, and, the Transferee Company have formulated this Scheme for the transfer and vesting of the entire undertaking of the Transferor Company with and into the Transferee Company in accordance with Section 233 of the Companies Act, 2013.

### III. PARTS OF THE SCHEME

The Scheme is divided into following parts:

- i) **Part A** - Dealing with definition of the terms used in this Scheme and setting out the share capital of the Transferor Company (defined herein) and the Transferee Company (defined herein);
- ii) **Part B** - Dealing with the transfer and vesting of the Undertaking of the Transferor Company to and in the Transferee Company;
- iii) **Part C** - Dealing with the consideration for the amalgamation;
- iv) **Part D** - Dealing with the accounting treatment in the books of the Transferee Company; and
- v) **Part E** - Dealing with the dissolution of the Transferor Company and the general terms and conditions applicable to this Scheme and other matters consequential and integrally connected thereto.

#### PART A

### DEFINITIONS AND SHARE CAPITAL

#### 1. DEFINITIONS

In this Scheme, unless repugnant to the context, the following expressions shall have the following meaning:

- 1.1. "Act" means the Companies Act, 2013, and ordinances, rules and regulations made thereunder and shall include any statutory modifications, re enactment or amendment thereof;
- 1.2. "Appointed Date" means **April 1, 2020**, or such other date as the Central Government / Regional Director / NCLT or such other authorities may direct / fix;
- 1.3. "Applicable Laws" means any statute, notification, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by any Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force;
- 1.4. "Appropriate Authority" means and includes any governmental, statutory, departmental or public body or authority, including Registrar of Companies, Stock Exchanges and the Tribunal;
- 1.5. "Board of Directors" or "Board" means the board of directors of the Transferor Company or the Transferee Company or both, as the case may be, shall, unless it be repugnant to the context or otherwise, includes a Committee of Directors or any person authorized by the Board of Directors or such Committee of Directors.
- 1.6. "BSE" means Bombay Stock Exchange Limited;
- 1.7. "Effective Date" means the date on which the Scheme shall be effective and the Scheme shall be effective from the Appointed Date.
- 1.8. "Government Authority" means central government, any applicable state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction;
- 1.9. "Income Tax Act" means the Income Tax Act, 1961, and shall include any statutory modifications, re-enactment or amendment thereof and to the extent in force;
- 1.10. "Intellectual Property Rights" means
  - a) copyright, patents, brands, manufacturing process, database rights and rights in trade-marks, designs, know-how and confidential information (whether registered or unregistered);
  - b) applications for registration, and rights to apply for registration, of any of the foregoing rights; and
  - c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

1. 11 "Listing Regulations" means Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended and shall include any statutory modifications, re-enactment or amendment thereof and to the extent in force;
1. 12 "MAT" means Minimum Alternate Tax;
1. 13 "Regional Director" means the Regional Director, South East Region at Hyderabad under in whose jurisdiction the registered offices of the Transferor Company and Transferee Company are situated;
1. 14 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation in its present form or with any modification(s) made under Clause 18 of this Scheme, as approved or directed by the Central Government / Regional Director / NCLT or any other appropriate authority;
1. 15 "SEBI" means the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992;
1. 16 "Shareholders" with respect to each of the Transferor Company and the Transferee Company, means respectively, the persons registered from time to time, as the holders of the equity shares of the company concerned;
1. 17 "Stock Exchange" means Bombay Stock Exchange Limited (BSE).
1. 18 "Transferee Company" means WeP Solutions Limited (WSL), a company incorporated under the Companies Act, 1956, and having its Registered Office at 40/1-A, Basappa Complex Lavelle Road Bengaluru-560 001, Karnataka;
1. 19 "Transferor Company" means WeP Digital Services Limited (WDSL), a company incorporated under the Companies Act, 2013, and having its registered office at 40/1-A, Basappa Complex Lavelle Road Bengaluru-560 001, Karnataka;
1. 20 "Undertaking" shall mean and include the whole of the Undertaking of the Transferor Company, as a going concern, including its business, all secured and unsecured debts, liabilities, duties and obligations and all the assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building (whether owned, leased, licensed), all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, investments, funds, licenses, registrations, marketing authorisation, copyrights, patents, trade names, trademarks marketing rights and other intellectual property rights and licenses in respect thereof, applications for copyrights, patents, trade names, trademarks, marketing intangibles, leases, licenses, tenancy rights, premises, hire purchase and lease arrangements, lending arrangements, benefits of security arrangements, computers installations, office equipment, telephones, telexes, facsimile connections, internet connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements including but not limited to contracts entered into with vendors, customers and service providers, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, easements and all the right, title, interest, benefit and advantage, reserves, provisions, advances, receivables, deposits, funds, cash and cash equivalents, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, tax exemptions, tax credits (including but not limited to credits in respect of income tax, sales tax, value added tax, goods and services tax, etc.), tax refunds, MAT credit entitlement, if any, accumulated losses, software license, etc., in connection / relating to the Transferor Company and other claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, as on the Appointed Date;  
All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules,



regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

## 2. SHARE CAPITAL

### 2.1 Transferee Company

The Share Capital of Transferee Company as at **31<sup>st</sup> March 2019** was as follows:

<b>Authorised Share Capital</b>	<b>Amount (Rs.)</b>
3,00,00,000 Equity Shares of Rs. 10/- each	30,00,00,000
<b>Issued, Subscribed and Paid-up Share Capital</b>	<b>Amount (Rs.)</b>
2,62,09,272 Equity Shares of Rs. 10/- each fully paid up	26,20,92,720

The Share Capital of Transferee Company as at **13<sup>th</sup> February 2020** was as follows:

<b>Authorised Share Capital</b>	<b>Amount (Rs.)</b>
3,00,00,000 Equity Shares of Rs. 10/- each	30,00,00,000
<b>Issued, Subscribed and Paid-up Share Capital</b>	<b>Amount (Rs.)</b>
2,63,16,372 Equity Shares of Rs. 10/- each fully paid up	26,31,63,720

Subsequent to 13<sup>th</sup> February 2020, there is no change in the Shareholding pattern of the Company.

### 2.2 Transferor Company

The Share Capital of Transferor Company as at **31<sup>st</sup> March 2019** was as follows:

<b>Authorised Share Capital</b>	<b>Amount (Rs.)</b>
1,00,00,000 Equity Shares of Rs. 10/- each	10,00,00,000
<b>Issued, Subscribed and Paid-up Share Capital</b>	<b>Amount (Rs.)</b>
68,10,000 Equity Shares of Rs. 10/- each fully paid up	6,81,00,000

The Share Capital of Transferor Company as at **13<sup>th</sup> February 2020** was as follows:

<b>Authorised Share Capital</b>	<b>Amount (Rs.)</b>
1,00,00,000 Equity Shares of Rs. 10/- each	10,00,00,000
<b>Issued, Subscribed and Paid-up Share Capital</b>	<b>Amount (Rs.)</b>
78,10,000 Equity Shares of Rs. 10/- each fully paid up	7,81,00,000

Subsequent to 13<sup>th</sup> February 2020 there has been no change in the share capital of Transferor Company till the date of resolution approving the Scheme of Amalgamation passed by its Board of Directors. The Transferor Company is a wholly owned subsidiary of the Transferee Company.

## 3. DATE OF TAKING EFFECT

Upon receipt of the certified copy of the order of the Regional Director / NCLT or any other appropriate Authority approving the Scheme, the amalgamation of WeP Digital Services Limited with WeP Solutions Limited, shall take place with effect from the Appointed Date and shall be in accordance with Section 2(1B) of the Income-tax Act, 1961.

**TRANSFER AND VESTING OF UNDERTAKING  
OF THE TRANSFEROR COMPANY INTO THE TRANSFEEE COMPANY****4. TRANSFER AND VESTING OF UNDERTAKING**

- 4.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire business and Undertaking of the Transferor Company, including all the debts, liabilities, losses, duties and obligations, including those arising on account of taxation laws and other allied laws, of the Transferor Company of every description and also including, without limitation, all the movable and immovable properties and assets (whether tangible or intangible) of the Transferor Company comprising, amongst others, all freehold land, leasehold land, building, plants, investments, motor vehicles, receivables, actionable claims, furniture and fixtures, computers, office equipment, electrical installations, generators, telephones, facsimile and other communication facilities and business licenses, permits, deposits, authorisations, approvals, insurance cover of every description, lease, tenancy rights, permissions, incentives, if any, and all other rights, patents, know-how, trademark, service mark, trade secret, brands, registrations, product licenses, marketing authorisations and other intellectual property rights and intangibles, proprietary rights, marketing rights, title, interest, contracts including but not limited to contracts entered into with customers, vendors and service providers, consents, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, shall, under the provisions of Section 233 of the Companies Act, 2013, and pursuant to the order of the Central Government / Regional Director/ NCLT sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, so as to become the properties, assets, rights, business and Undertaking of the Transferee Company.
- 4.2 Without prejudice to the generality of Clause 4.1 above, in respect of the assets of the Transferor Company, including cash and bank balances, as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery or otherwise, the same shall be so transferred by the Transferor Company to the Transferee Company, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company as an integral part of the assets of the Transferee Company, with effect from the Appointed Date.
- 4.3 Without prejudice to the generality of Clause 4.1 above, with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or up to the day of the Appointed Date, shall be the debts, liabilities, duties and obligations of the Transferee Company including any encumbrance on the assets of the Transferor Company or on any income earned from those assets.
- 4.4 With effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.
- 4.5 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company.
- 4.6 All existing securities, mortgages, charges, liens or other encumbrances, if any, as on the Appointed Date and created by the Transferor Company after the Appointed Date, over the properties and other assets in the Undertaking transferred to the Transferee Company by virtue of this Scheme and in so far as such securities, mortgages, charges, liens or other encumbrances secure or relate to liabilities of the Transferor Company, the same shall, after the Effective Date, continue to relate and attach to such assets or any

part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such securities, mortgages, charges, liens or encumbrances shall not relate or attach to any other assets of the Transferee Company, provided however that no encumbrances shall have been created by the Transferor Company over its assets after the date of filing of the Scheme, without the prior written consent of the Board of Directors of the Transferee Company, except for those done in the normal course of business.

- 4.7 The existing encumbrances over the properties and other assets of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of this Scheme. The Transferee Company shall not be liable to create additional charge or encumbrances on its properties for the liabilities and obligations of the Transferor Company as on the Appointed Date and taken over by the Transferee Company.
- 4.8 It is expressly provided that, save as herein provided, no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 4.9 With effect from the Appointed Date, all statutory licences, registrations, incentives, tax deferrals and benefits, tax holiday, tax credits, tax refunds, MAT credit entitlement, carried forward accumulated losses, if any, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, permissions, approvals or consents to carry on the operations of the Transferor Company, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date shall stand vested in or transferred to the Transferee Company, pursuant to the Scheme, without any further act or deed and shall remain valid, effective and enforceable on the same terms and conditions and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company upon the vesting and transfer of the Undertaking of the Transferor Company pursuant to this Scheme.
- 4.10 The Transferee Company shall have powers to reopen / restate the financial statements filed with the Government Authority. The approval of the Central Government / Regional Director / NCLT to this Scheme, shall be sufficient for the purpose of effecting the reopening / restating the financial statements under the Act.
- 4.11 The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date and shall be in accordance with Section 2(1B) of the Income tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said section of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) of the Income-tax Act, 1961. Such Modifications will however, not effect the Accounting Treatment prescribed in Clause 11 of Part D of this Scheme.

## **5. STAFF, WORKMEN & EMPLOYEES**

- 5.1 On the Scheme becoming effective, all staff, workmen and employees of the Transferor Company in service on the Effective Date shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Appointed Date or the date of joining whichever is later, without any break or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company (i.e. cost-to-company basis, in monetary terms) shall not be less favourable than those applicable to them with reference to their employment with the Transferor Company on the Effective Date.

- 5.2 It is expressly provided that, on the Scheme becoming effective, the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff, workmen and employees of the Transferor Company shall become trusts / funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such fund or funds or in relation to the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such fund or funds shall become those of the Transferee Company. It is clarified that, for the purpose of the said fund or funds, the services of the staff, workmen and employees of the Transferor Company will be treated as being continuous with the Transferee Company from the date of employment as reflected in the records of the Transferor Company.
- 5.3 The provident fund, gratuity fund, and superannuation fund dues, if any, of the employees of the Transferor Company, subject to the necessary approvals and permissions and at the discretion of the Transferee Company either be continued as a separate fund of the Transferee Company for the benefit of the employees or be transferred to and merged with the similar funds of the Transferee Company. The Transferee Company shall continue to make contributions into the provident fund accounts of employees maintained under the registration of the Transferor Company, till such time the accounts are transferred under the registration of the Transferee Company. The Transferee Company shall also continue to make contributions to the gratuity fund and superannuation fund maintained by the Transferor Company, till the date of completion of the transition.

## **6. LEGAL PROCEEDINGS**

If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company are pending, including those arising on account of taxation laws and other allied laws, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the arrangement by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company, as if this Scheme had not been made.

## **7. CONTRACTS, DEEDS, ETC., AND POWER TO GIVE EFFECT TO THIS PART**

- 7.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, licences, permits, registrations, approvals and other instruments, if any, of whatsoever nature to which the Transferor Company is a party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto, notwithstanding the terms contained in such contracts, deeds, bonds, agreements, licences, permits, registrations, approvals and other instruments.
- 7.2 The Transferee Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novation, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.
- 7.3 All cheques and other negotiable instruments and payment orders received in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company. Similarly, the banker of the Transferee Company shall honour cheques issued by the Transferor Company for payment on or after the Appointed Date and presented after the Effective Date.

## **8. TAXATION MATTERS**

8.1 Upon the Scheme becoming effective, all taxes payable by the Transferor Company under the Income-tax Act, 1961, or other applicable laws/ regulations dealing with taxes/ duties/ levies (hereinafter referred to as "Tax Laws") shall be transferred to the account of the Transferee Company, similarly all credits for tax deduction at source on income of the Transferor Company, or obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company if so made by the Transferor Company. Similarly any advance tax payment required to be made for by the specified due dates in the Tax Laws shall also be deemed to have been made by the Transferee Company if so made by the Transferor Company. Further, the MAT paid by the Transferor Company under Section 115 JB and/ or other provisions (as applicable) of the Income-tax Act, 1961, shall be deemed to have been paid on behalf of the Transferee Company, and the MAT credit (if any) of the Transferor Company as on or accruing after the Appointed Date shall stand transferred to the Transferee Company and such credit would be available for set-off against the tax liabilities of the Transferee Company. Any refunds under the Tax Laws due to the Transferor Company consequent to the assessments made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

Notwithstanding anything to the contrary contained in the provisions of this Scheme, Transferee Company shall be entitled to carry forward, avail of, or set-off any unabsorbed tax losses and unabsorbed tax depreciation if any, of the Transferor Company that remain unutilized as on Appointed Date.

8.2 All taxes of any nature, duties, cesses or any other like payments or deductions made by the Transferor Company or any of its agents to any statutory authorities such as income tax, sales tax, and Goods and Services Tax, or any tax deduction/ collection at source, tax credits under Tax Laws, relating to the period after the Appointed Date shall be deemed to have been on account of or paid by the Transferee Company, and the relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the Effective Date and upon relevant proof and documents being provided to the said authorities. The Transferee Company would be eligible to file revised/ consolidated statutory returns and other applicable reports, certificates etc. (including but not limited to the return under the Income-tax Act, 1961), on approval of this Scheme, notwithstanding the statutory due date under applicable laws.

## **PART C**

### **CONSIDERATION FOR AMALGAMATION**

#### **9. CONSIDERATION FOR AMALGAMATION**

The entire equity share capital of Transferor Company is held by the Transferee Company and its nominees. Upon this Scheme becoming effective, as the Transferor Company being a wholly owned subsidiary of the Transferee Company, there shall be no issue of shares by the Transferee Company. Further, upon this Scheme becoming effective, the investments in the equity shares of the Transferor Company, appearing in the books of account of the Transferee Company shall be cancelled without any further application, act, instrument or deed.

#### **10. INCREASE IN AUTHORISED CAPITAL OF THE TRANSFEE COMPANY**

10.1 Upon the Scheme coming into effect, the authorised share capital of the Transferee Company in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced without any further act, instrument or deed on the part of the Transferee Company, and the Memorandum of Association and Articles of Association of the Transferee Company shall, without any further act, instrument or deed, be and stand altered, modified and amended, as provided in Clause 10.2, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment, and no further resolution(s) under Section 13, Section 14, Section 61 or any other applicable provisions of the Companies Act, 2013, shall be required to be separately passed.

For this purpose, the filing fees and stamp duty already paid by the Transferor Company on its authorised share capital shall be utilised and applied to the increased share capital of the Transferee Company, and shall be deemed to have been so paid by the Transferee Company on such combined authorised share capital and, accordingly, the Transferee Company shall pay the differential fees / stamp duty, if any, on the enhanced authorised share capital pursuant to the amalgamation after set-off the fee / stamp duty paid by the Transferor Company on its authorised capital prior to amalgamation.

- 10.2 Accordingly, in terms of this Scheme, the Authorised Share Capital of the Transferee Company shall stand enhanced to an amount of Rs. 40,00,00,000 /- (Rupees Forty Crores only) divided into 4,00,00,000 Equity Shares of Rs. 10/- each, the Capital Clause being Clause V of the Memorandum of Association of the Transferee Company shall stand substituted to read as follows:

***V. The Authorised Share Capital of the Company is Rs. 40,00,00,000/- (Rupees Forty Crores only) divided into 4,00,00,000 (Four Crores) Equity shares of Rs. 10/- (Rupees Ten only) each.***

## PART D

### ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEEE COMPANY

#### 11. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEEE COMPANY

- 11.1 Not with standing anything to the contrary contained in any other clause in the scheme, the transferee company shall give effect to the amalgamation in its books of accounts as per appendix C of Ind AS 103 (Business Combinations) of the Companies (Indian Accounting Standards) Rules, 2015 (Ind AS) notified under Section 133 of the Companies Act, 2013, and as may be amended from time to time and on the date determined in accordance with Ind AS.
- 11.2 The amount lying in the balance of the profit and loss account in the books of the Transferor company of the shall be added to or set-off from, as the case may be, the corresponding balance appearing in the financial statements of the Transferee Company.
- 11.3 Notwithstanding the above, the Board of Directors of the Transferee Company, in consultation with its statutory auditors, is authorised to account any of the balances in any other manner, if such accounting treatment is considered more appropriate. The same shall be in compliance with Ind AS 103 notified by the Ministry of Corporate Affairs.

#### 12. TRANSACTIONS AFTER APPOINTED DATE

During the period from the Appointed Date:

- 12.1 The Transferor Company shall carry on and be deemed to have carried on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of its business and Undertaking for and on account of and in trust for the Transferee Company.
- 12.2 The Transferor Company shall carry on its business and activities in the ordinary course of business with reasonable diligence and business prudence.
- 12.3 All the profits or income accruing or arising to the Transferor Company or expenditure or losses incurred or arising to the Transferor Company, shall for all purposes be treated and deemed to be and accrue as the profits or income or expenditure or losses (as the case may be) of the Transferee Company.
- 12.4 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Government Authorities concerned, as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company.
- 12.5 The Transferee Company shall carry on the operations under the licenses of Transferor Company, until such licenses are transferred to Transferee Company.



- 12.6 The Transferor Company shall carry on its business, operations or activities with reasonable diligence and business prudence and in the same manner as it had been doing hitherto and shall not venture into / expand any new businesses, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business.
- 12.7 The Transferee Company and the Transferor Company shall also be entitled to make an application for amending, cancelling or obtaining fresh registrations, as the case may be, under all applicable laws and legislations. The Transferee Company and the Transferor Company would be entitled to make an application for amending licenses / authorisations.

### **13. SAVING OF CONCLUDED TRANSACTIONS**

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Company under Clause 4 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or concluded after the Appointed Date till registration of the Scheme (both dates included), and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

## **PART E**

### **DISSOLUTION OF THE TRANSFEROR COMPANY AND THE GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME AND OTHER MATTERS CONSEQUENTIAL AND INTEGRALLY CONNECTED THERETO**

### **14. WINDING UP**

On the Scheme becoming effective, the Transferor Company shall stand dissolved, without being wound-up.

### **15. CONDITIONALITY OF THE SCHEME**

This Scheme is and shall be conditional upon and subject to:

- a) Approval by the Central Government / Regional Director / NCLT;
- b) The certified copy of the order of the Central Government / Regional Director / NCLT sanctioning the Scheme is filed with the Registrar of Companies, Bengaluru by the Transferor Company and the Transferee Company; and
- c) Compliance with such other conditions as may be imposed by the Central Government / Regional Director / NCLT or Government Authorities.

### **16. APPLICATION TO THE CENTRAL GOVERNMENT / REGIONAL DIRECTOR / NATIONAL COMPANY LAW TRIBUNAL**

The Transferee Company and the Transferor Company shall, with all reasonable despatch, make and file applications / petitions under Section 233 of the Act to the Central Government / Regional Director / NCLT (as applicable), within whose jurisdiction the registered office of the Transferee Company and the Transferor Company are situated, for sanctioning the Scheme, and for dissolution of the Transferor Company without being wound-up.

### **17. VALIDITY OF EXISTING RESOLUTIONS, ETC**

Upon the coming into effect of the Scheme, the resolutions of the Transferor Company as is considered necessary by the Board of Directors of the Transferee Company which are validly subsisting be considered as resolutions of the Transferee Company.

## **18. MODIFICATION OR AMENDMENTS TO THE SCHEME**

The Transferee Company and the Transferor Company by their respective Board of Directors, or any person(s) or committee authorised / appointed by them, may carry out or assent to any modifications/ amendments to the Scheme or to any conditions or limitations that the Central Government / Regional Director / NCLT and / or any other Government Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e., the Board of Directors or the person(s) / committee). The Transferee Company and the Transferor Company by their respective Board of Directors or any person(s) or committee authorised or appointed by them, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any Government Authority or otherwise howsoever arising out of or under or by virtue of the Scheme and/ or any matter concerned or connected therewith. The Transferee Company and the Transferor Company shall be at liberty to withdraw from this Scheme, in case of any condition or alteration imposed by the Central Government / Regional Director / NCLT or any other authority or any bank or financial institution is unacceptable to them or otherwise if so mutually agreed.

## **19. EFFECT OF NON-RECEIPT OF APPROVALS**

In the event any of the approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme is not sanctioned by the Central Government / Regional Director / NCLT, the Scheme shall become null and void.

## **20. COSTS, CHARGES AND EXPENSES**

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.

## **21. MISCELLANEOUS**

21.1 In case any doubt or difference or issue shall arise among the Transferor Company and the Transferee Company or any of their shareholders, creditors, employees and / or persons entitled to or claiming any right to any shares in the Transferor Company or the Transferee Company, as to the construction of this Scheme or as to any account, valuation or apportionment to be taken or made in connection herewith or as to any other aspects contained in or relating to or arising out of this Scheme, the same shall be amicably settled between the Board of Directors of the Transferor Company and the Transferee Company and the decision arrived at therein shall be final and binding on all concerned. If any part of this Scheme hereof is invalid, ruled illegal by Central Government / Regional Director / NCLT or of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Company and the Transferee Company that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party to the Scheme, in which case the parties to the Scheme shall attempt to bring about a modification in the Scheme, as will best preserve for the parties to the Scheme, the benefits and obligations of the Scheme.

21.2 The Transferee Company shall continue to operate the business of the Transferor Company, post the amalgamation, in a manner as may be determined by the Board.

**FORM NO. CAA.10**

[Pursuant to Section 233(l)(c) and Rule 25(2)]

**Declaration of Solvency**

1. (a) Corporate identity number (CIN) of company : L72200KA1995PLC025617  
(b) Global location number (GLN) of company : NIL
2. (a) Name of the company : WeP Solutions Limited  
(b) Address of the registered office of the company : 40/1-A, Basappa Complex,  
Lavelle Road, Bengaluru.  
(c) E-mail ID of the company : [compliance.officer@wepsol.in](mailto:compliance.officer@wepsol.in)
3. (a) Whether the company is listed : Listed  
 Yes  
 No  
(b) If listed, please specify the name(s)  
of the stock exchange(s) where listed : Bombay Stock Exchange Limited (BSE)
4. Date of Board of Directors' resolution  
approving the scheme : 13<sup>th</sup> February 2020

**DECLARATION OF SOLVENCY**

We, **Ram N Agarwal S/o. Ram Charan Agarwal** Aged about 73 Years and residing at 2091 B, 16<sup>th</sup> Main, HAL II Stage, Bengaluru 560 008, Karnataka, India and **Grama Hiriyannaiah Visweswara S/o Grama Ramakrishnaiah Hiriyannaiah** Aged about 69 Years and residing at No-189, 2<sup>nd</sup> B Cross, Domlur 2<sup>nd</sup> Stage, Bengaluru 560 071. The Directors of WeP Solutions Limited do solemnly affirm and declare that we have made a full equity into the affairs of the company and have formed the opinion that the Company is capable of meeting its liabilities as and when they fall due and that the Company will not be rendered insolvent within a period of one year from the date of making this declaration.

We append a statement of Company's Assets and Liabilities as at 31.12.2019, being the latest date of making this declaration.

We further declare that, the Company's Audited Annual Accounts including the Balance Sheet have been filed upto date with the Registrar of Companies, Karnataka, Bengaluru.

**Signed for and behalf of the board of directors**

<b>1) Signature Name Managing Director, if any</b>	<b>Sd/- Ram N Agarwal Chairman and Managing Director (DIN: 00006399)</b>
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<b>2) Signature Name Director</b>	<b>Sd/- Grama Hiriyannaiah Visweswara Director (DIN: 00662212)</b>
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**Date: 26<sup>th</sup> February 2020****Place: Bengaluru**

## VERIFICATION

We solemnly declare that we have made a full enquiry into the affairs of the company including the assets and liabilities of this company and that having done so and having noted that the Scheme of Amalgamation of WeP Digital Services Limited (Transferor Company) with of WeP Solutions Limited (Transferee Company) is proposed to be placed before the shareholders and creditors of the company for approval as per the provisions of sub-section of (1) of section 233 of the Companies Act, 2013, we make this solemn declaration believing the same to be true.

Verified this day the 26<sup>th</sup> day of February 2020

### Signed for and behalf of the board of directors

<b>1) Signature</b>	<b>Sd/-</b>
<b>Name</b>	<b>Ram N Agarwal</b>
<b>Managing Director, if any</b>	<b>Chairman and Managing Director</b>
	<b>(DIN: 00006399)</b>
<b>2) Signature</b>	<b>Sd/-</b>
<b>Name</b>	<b>Grama Hiriyannaiah Visweswara</b>
<b>Director</b>	<b>Director</b>
	<b>(DIN: 00662212)</b>

Solemnly affirmed and declared the 26<sup>th</sup> Day of February 2020 at Bengaluru

**ANNEXURE**  
**STATEMENT OF ASSETS AND LIABILITIES AS AT 31.12.2019**

Name of the company: WeP Solutions Limited

<b>ASSETS</b>		
	Book Value Rs. in Lakhs	Estimated Realisable Value Rs. in Lakhs
1. Balance at Bank	15.47	15.47
2. Cash in hand	0.00	0.00
3. Marketable securities	0.00	0.00
4. Bills receivables	0.00	0.00
5. Trade debtors	1,256.79	1,256.79
6. Loans & advances	738.11	738.11
7. Unpaid calls	0.00	0.00
8. Stock-in-trade	1,014.33	1,014.33
9. Work in progress	0.79	0.79
10. Freehold property	0.00	0.00
11. Leasehold property	968.86	968.86
12. Plant and machinery	1,963.69	1,963.69
13. Furniture fittings, utensils etc.	22.11	22.11
14. Patent.-. trademarks, etc.	0.00	0.00
15. Investments other than marketable securities	819.66	819.66
16. Other property	403.22	403.22
17. Capital Work in Progress	274.61	274.61
18. Deferred Tax Assets & MAT Credit	399.04	399.04
<b>Total</b>	<b>7,876.68</b>	<b>7,876.68</b>

<b>LIABILITIES</b> <b>Estimated to rank for payment</b>	
	Amount in Rs. Lakhs
1. Secured on specific assets	763.54
2. Secured by floating charge(s)	120.04
3. Estimated cost of liquidation and other expense including interest accruing until payment of debts in full.	0.00
(a) Trade accounts	942.49
(b) Bills Payable	0.00
(c) Accrued expense	308.74
(d) Other liabilities	747.49
(e) Contingent liabilities	597.87
<b>Total</b>	<b>3,480.17</b>
Total estimated value of assets	7,876.68
Total liabilities	3,480.17
<b>Estimated surplus after paying debts in full</b>	<b>4,396.51</b>

Notes:

1. The aforesaid "Statement of Assets and Liabilities as at December 31, 2019 has been prepared pursuant to Section 233(1)(c) of the Companies Act, 2013 and sub rule (2) of Rule 25 of Companies (Compromises, Arrangements and Amalgamations) Rules 2016, in connection with the proposed Amalgamation of WeP Digital Services Limited with WeP Solutions Limited.
2. The book values of Assets and Liabilities stated above have been classified and presented based on the books of account and other relevant records maintained by the Company to comply with the Indian Accounting Standards prescribed under Section 133 of the Companies Act, 2013 ("the Act") read with the Companies (Indian Accounting Standards) Rules 2015, as amended and are consistent with the accounting policies applied by the Company for its annual audited financial statements as of March 31, 2019.
3. The book values of assets as at December 31, 2019 as determined in accordance with the aforesaid measurement principles and the significant accounting policies of the Company, in the opinion of the management of the Company, represent the minimum realizable value of these assets and have accordingly been considered as "Estimated Realisable Values" above.

<b>1) Signature</b>	<b>Sd/-</b>
<b>Name</b>	<b>Ram N Agarwal</b>
<b>Managing Director, if any</b>	<b>Chairman and Managing Director</b>
	<b>(DIN: 00006399)</b>
<b>2) Signature</b>	<b>Sd/-</b>
<b>Name</b>	<b>Grama Hiriyannaiah Visweswara</b>
<b>Director</b>	<b>Director</b>
	<b>(DIN: 00662212)</b>

**Date: 26<sup>th</sup> February 2020**

**Place: Bengaluru**