

SCHEME OF AMALGAMATION

OF

**WAY2WEALTH SECURITIES PRIVATE LIMITED
(TRANSFEROR COMPANY/ "W2WS")**

WITH

**WAY2WEALTH BROKERS PRIVATE LIMITED
(TRANSFeree COMPANY/ "W2WB")**

**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
(UNDER SECTION 233 AND OTHER APPLICABLE PROVISIONS OF THE
COMPANIES ACT, 2013 AND RULES MADE THEREUNDER)**

For Way2Wealth Securities Pvt. Ltd.

Director

For WAY2WEALTH BROKERS PVT. LTD.

Director

GENERAL

I. PURPOSE OF SCHEME

This Scheme (as defined hereinafter) is presented under provisions of Section 233 and other applicable provisions of the Act (as defined hereinafter) and the rules made thereunder by way of the fast-track route for amalgamation of Way2Wealth Securities Private Limited (Transferor Company) with Way2Wealth Brokers Private Limited (Transferee Company) pursuant to Section 233 of the Companies Act, 2013.

II. DESCRIPTION OF COMPANIES

Way2Wealth Securities Private Limited (Transferor Company), is a private limited company originally incorporated in the name and style as "Sivan Web Trading Private Limited" on 8th May 2000, under the Companies Act, 1956, and adopted its present name pursuant to fresh certificate of incorporation, with effect from 24.07.2000. The Company has its registered office at Rukmini Towers, 3rd & 4th Floor, No.3/1, Platform Road, Sheshadripuram, Bangalore Karnataka 560020 India, and is engaged in the business of advisory and consultancy services.

Way2Wealth Brokers Private Limited (Transferee Company), is a private limited company incorporated under the Companies Act, 1956, on 16th August 2000, having its registered office at Rukmini Towers, 3rd & 4th Floor, No.3/1, Platform Road, Sheshadripuram, Bangalore Karnataka 560020 India and is registered with the Securities and Exchange Board of India (SEBI) as a Stock Broker (Reg. No: INZ000178638) and a Depository Participant (Reg. No: IN-DP-472-2020). It has multiple membership with various stock exchanges like National Stock Exchange of India Ltd. (NSE), BSE Ltd., MCX Ltd. and Metropolitan Stock Exchange of India Ltd. (MSEI). It is also registered with Central Depository Services (India) Ltd. (CDSL) and National Securities Depository Ltd. (NSDL). It has also obtained registration under Portfolio Management Services (Reg No. INP000000829) and Research Analyst (Reg. No. INH200008705) of SEBI. It is also registered with the Pension Fund Regulatory and Development Authority (PFRDA) as POP and registration number is POP226012019.

III. RATIONALE FOR THE SCHEME

The Transferee Company is a wholly owned subsidiary of the Transferor Company. The Board of Directors of both the Transferor Company and Transferee Company believe that the following benefits will accrue, pursuant to the amalgamation of the Transferor Company into Transferee Company:

For Way2Wealth Securities Pvt. Ltd.

Director

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Director

1. 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.
2. Simplification of group structure by eliminating multiple companies.
3. The amalgamation would lead to greater and efficient use of infrastructure facilities and optimum utilisation of the available resources.
4. The amalgamation would facilitate combined offerings to customers from a single entity.
5. The synergy created by scheme of arrangement would increase operational efficiency and integrate business functions.
6. The proposed arrangement will provide greater integration and flexibility to the Transferee Company and strengthen its position in the industry, in terms of the assets base, revenues, and geographical reach.

In view of the aforesaid, the Board of Directors of the Transferee Company and the Board of Directors of the Transferor Company have considered the Scheme, whereunder the entire Undertaking (defined herein) and business of the Transferor Company would be transferred and vested with the Transferee Company pursuant to Section 233 of the Companies Act, 2013.

IV. COMPLIANCE WITH THE INCOME-TAX ACT, 1961

The Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under the tax laws, particularly Section 2(1B) of the Income-tax Act, 1961 ('IT Act') and the rules made thereunder. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the IT Act shall prevail and the Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification(s) will however not affect other parts of the Scheme.

For Way2Wealth Securities Pvt. Ltd.



Director

For WAY2WEALTH BROKERS PVT. LTD.



Director

V. **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 and the Transferee Company;
- (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.

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Director

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Director

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. “**Applicable Law(s)**” means all applicable legislations, statutes, notification, rules, regulations, guidelines, judgements, decisions, or common law, policy, code, directives, ordinance, schemes, notices, instruments, decrees, orders, instructions, by-laws and other legislative measures or decisions having the force of law, enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force;
- 1.3. “**Appointed Date**” means 1st April, 2023 or such other date as the Central Government/ Regional Director, South East Region or such other authorities may direct/ fix;
- 1.4. “**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, and shall include any duly constituted committee thereof;
- 1.5. “**Effective Date**” means the last of the dates on which the certified true copy of the order of the Central Government/ Regional Director, South East Region sanctioning the Scheme, are filed with the Registrar of Companies, Bengaluru by the Transferee Company and the Transferor Company respectively;
- 1.6. “**Government Authority**” means the 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;

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- 1.7. **"MAT"** means Minimum Alternate Tax;
- 1.8. **"Regional Director"** means the Regional Director, South East Region within whose jurisdiction the registered office of the Transferee Company and Transferor Company are respectively situated;
- 1.9. **"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 Central Government/Regional Director, or any other appropriate authority;
- 1.10. **"Transferor Company"** means **Way2Wealth Securities Private Limited** a company incorporated under the Companies Act, 1956, having CIN: U72200KA2000PTC027020 and having its registered office at Rukmini Towers, 3rd & 4th Floor, No.3/1, Platform Road, Sheshadripuram, Bangalore, Karnataka -560020, India.
- 1.11. **"Transferee Company"** means **Way2Wealth Brokers Private Limited**, a company incorporated under the Companies Act, 1956, having CIN: U67120KA2000PTC027628 and having its registered office at Rukmini Towers, 3rd & 4th Floor, No.3/1, Platform Road, Sheshadripuram, Bangalore Karnataka 560020 India.
- 1.12. **"Undertaking"** shall mean and include the whole of the Undertaking of the Transferor Company, as a going concern, including its business, including entire business and properties of the Transferor Company as on the Appointed Date, including (without limitation) in particular
- (a) all assets, properties, rights, titles, benefits and interests of whatsoever nature and kind and where-so-ever situated in India and outside India, whether moveable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, freehold or leasehold, non-current or current, present or contingent, including but not limited to land & buildings, roads, drains, civil works, warehouses, structures, plants & machineries, furniture and fixtures, office equipment, appliances, accessories, computers & telecommunication equipment, laptops, computer hardware, software and programs, tools, processes, applications, methodologies, office automation, multimedia, capital work-in-progress, vehicles, sundry debtors, cash & bank balances, loans & advances, earnest moneys and/or security deposits, deposits, inventories, bills of exchange, peripherals and accessories, receivables, investments, funds, goodwill, investment in shares, debentures, bonds, mutual funds or any other securities, contingent rights and benefits, intangible assets, intangible assets under development, export benefits and entitlements, tax credits (including but not limited to Minimum Alternate Tax ('MAT') credit entitlements,

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Modified Value Added Tax ('MODVAT') / Central Value Added Tax ('CENVAT'), Service tax / Value Added Tax ('VAT') credits, Goods and Service Tax ('GST') Credits, etc.), tax incentives, tax concessions, tax losses, unabsorbed tax depreciation, advance taxes, deferred tax assets and tax refunds;

- (b) all the registrations, permits, approvals, quotas, rights, entitlements, applications, agreement to manufacture or sell, industrial and other licences, no objection, exemptions, subsidies, tax deferrals, concessions, claims, incentives, subsidies, approvals, authorisations, consents, credits, tenancies, dossiers, domain names, drug master files, special status, trade secrets, research and studies, confidential information, privileges, insurance cover of every description, goodwill, trademarks, patents, copyrights, marketing authorisation, marketing rights, dossiers, all intellectual property rights and licences thereunder, applications for copyrights, patents, tradenames, trademarks, marketing intangibles, technical know-how, permits, designs, patterns, inventions, benefits of security arrangements, hire purchase, leasehold rights, leases, tenancy rights privileges, all other rights, benefits and entitlements including lease rights (including the benefit of any applications made thereof), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections, e-mail connections, communication facilities and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements including but not limited to contracts entered into with vendors, customers and service providers, benefits under letter of credit, guarantees, letters of comfort, maintenance contracts, memorandum of understanding, memorandum of undertakings, memorandum of agreements, memorandum of agreed points, bids, tenders, tariff policies, expression of interest, letter of intent, hire and purchase agreements, power purchase agreements, lease or license agreements, tenancy rights, agreements or panchanamas for right of way, equipment purchase agreements etc. issued for the benefit of the company, benefits under government schemes, deferred tax benefits and other benefits accruing on account of past expenditure and all such other interests / benefits;
- (c) all investments, including investments in the Transferee Company, cash and bank balances, earnest moneys, tax deducted at source, advance tax, pre-paid taxes, and/or security deposits;

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- (d) all books, records, files, papers, engineering and process information, manuals, data, software licenses (whether proprietary or otherwise), test reports, computer programmes, drawings, catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, customer credit information, customer pricing information and all other books and records, whether in physical or electronic form;
- (e) all debts (secured or unsecured), liabilities, losses, duties, provisions, guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, asserted or un-asserted, matured or otherwise, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), deferred tax liability, etc.; and
- (f) all Employees whether permanent Employees, temporary Employees, and/ or contract Employees, directly or indirectly, engaged by the Transferor Company as on the Effective 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 March 31, 2022 was as follows:

Authorised Share Capital	Amount (Rs.)
2,20,00,000 of Rs 10 Each Equity Shares	22,00,00,000
Total	22,00,00,000
Issued, Subscribed and Paid-up Share Capital	Amount (Rs.)
1,83,50,000 of Rs 10 Each Equity Shares	18,35,00,000
Total	18,35,00,000

Subsequent to March 31, 2022, there has been no change in the share capital of Transferee Company.

For Way2Wealth Securities Pvt. Ltd.

 Director

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2.2 Transferor Company

The share capital of Transferor Company as at March 31, 2022 was as follows:

Authorised Share Capital	Amount (Rs.)
24,00,00,000 of Rs 2 Each Equity Shares	48,00,00,000
Total	48,00,00,000
Issued, Subscribed and Paid-up Share Capital	Amount (Rs.)
23,75,07,724 of Rs. 2 Each Equity Shares	47,50,15,000
Total	47,50,15,000

Subsequent to March 31, 2022, there has been no change in the share capital of Transferor Company.

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set-out herein in its present form or with any modification(s) approved or imposed or directed by the Central Government/ Regional Director or any other appropriate authority shall take effect on the Effective Date and shall be operative as of the Appointed Date.

For Way2Wealth Securities Pvt. Ltd.

Director

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PART B

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 including accumulated losses and unabsorbed depreciation, 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, investments, motor vehicles, receivables, actionable claims, furniture and fixtures, computers, office equipment, electrical installations, generators, containers, telephones, telex, 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 Act, and pursuant to the order of the Central Government/ Regional Director, 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.

For Way2Wealth Securities Pvt. Ltd.



Director

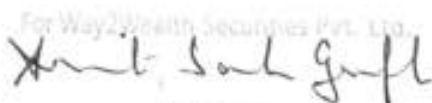
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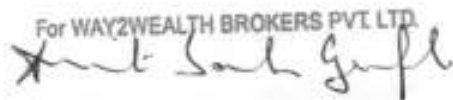
For WAY2WEALTH BROKERS PVT. LTD.



Director

- 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. There shall be no accrual of interest on loans, if any, from the Appointed Date.
- 4.6 Loan availed by Transferor Company from Transferee Company shall, *ipso facto*, stand discharged and come to an end and there shall be no rights and obligation in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company.
- 4.7 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.


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- 4.8 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.
- 4.9 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.
- 4.10 With effect from the Appointed Date, all statutory licences, registrations, incentives, tax deferrals and benefits, carry-forward of tax losses including accumulated losses and unabsorbed depreciation, tax credits, tax refunds, , 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.
- 4.11 The Transferee Company shall have the powers to reopen and restate the financial statements filed with the Appropriate Authority in relation to the Transferor Company. The approval of the Regional Director / any other statutory authority to this Scheme, shall be sufficient for the purpose of effecting the reopening / restating the financial statements under the Act.
- 4.12 The Scheme has been drawn up to comply with the conditions relating to 'Amalgamation' as specified under the tax laws, particularly Section 2(1B) and other relevant provisions of the IT Act and rules made thereunder. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such a modification will however not affect other parts of the Scheme.

For Way2Wealth Securities Pvt. Ltd.

Director

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Director

In order to comply with the provisions of Section 2(1B) of the Act, all assets and properties of the Transferor Company will be transferred to the Transferee Company and all liabilities of the Transferor Company will be assumed by the Transferee Company with effect from the Appointed Date.

- 4.13 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.
- 4.14 The Transferee Company is wholly owned subsidiary of Transferor Company, and its entire share capital is held by Transferor Company and its nominee. Accordingly, upon the Scheme becoming effective, the entire share capital of Transferee Company shall stand cancelled without any further application, acts or deeds. The authorized share capital of the Transferor Company shall be transferred and vested with the Transferee Company in terms of the provisions of the Act after the approval of the Scheme and without any further compliance and without paying any further requisite fees.

5. **STAFF, WORKMEN & EMPLOYEES**

- 5.1 On the Scheme becoming effective, all staff, workmen and employees of the Transferor Company, if any, 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 Appointed 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.

For Way2Wealth Securities Pvt. Ltd.

Director

For WAY2WEALTH BROKERS PVT. LTD.

Director

- 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, if any, 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.

For Way2Wealth Securities Pvt. Ltd.

Director

For WAY2WEALTH BROKERS PVT. LTD.

Director

- 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 All taxes payable including litigated amount, if any, or any tax credit/ refunds eligible for claim by the Transferor Company under the IT Act, Customs Act, 1962, Central Excise Act, 1944, State Sales Tax Laws, Central Sales Tax Act, 1956, Service Tax, applicable State VAT Laws, GST Act, 2017, Tax on Profession, Trade, Calling and Employment Act 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 or any other tax payments 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 115JB and/ or other provisions (as applicable) of the IT Act, 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.
- 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, Service tax, GST or any tax deduction/ collection at source, tax credits under the Tax Laws 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.

For Way2Wealth Securities Pvt. Ltd.

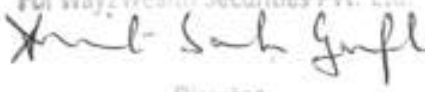
Director

For WAY2WEALTH BROKERS PVT. LTD.

Director

The Transferee Company would be eligible to file revised / consolidated statutory returns (including but not limited to the return under the IT Act), on approval of this Scheme, notwithstanding the statutory due date under the Applicable Laws.

- 8.3 The Transferee Company shall be entitled to tax benefits under the provisions of the IT Act towards brought forward losses and unabsorbed depreciation of the Transferor Company, if any, from the taxable profits of the Transferee Company. The Transferee Company shall continue to enjoy the tax benefits / concessions provided to the Transferor Company through notifications / circulars issued by the Appropriate Authorities from time to time.
- 8.4 The Transferee Company shall be entitled to, amongst others, file/ revise its income-tax returns, tax deducted at source certificates, tax deducted at source / tax collected at source returns, goods and service tax returns, service tax, excise duty, sales tax, value added tax, entry tax, cess, professional tax and other statutory returns, if required, claim credit for tax deducted at source. The Transferor Company and the Transferee Company shall also be entitled to, amongst others, obtain TDS certificates, including TDS certificates relating to transactions between or amongst the Transferor Company and the Transferee Company and shall have the right to claim refunds, advance tax credits, input tax credit, CENVAT credits, credits of all Taxes paid/ withheld, if any, as may be required consequent to implementation of this Scheme.

For Way2Wealth Securities Pvt. Ltd.

Director

For WAY2WEALTH BROKERS PVT LTD.

Director

PART C

CONSIDERATION FOR AMALGAMATION

9. CONSIDERATION FOR AMALGAMATION

- 9.1 Upon this scheme becoming effective and in consideration for the amalgamation of Transferor Company with Transferee Company, the Transferee Company shall, without any further application, act, instrument or deed, issue and allot equity shares, credited as fully paid up, to the respective members of the Transferor Company, holding fully paid up equity shares in Transferor Company and whose names appear in the Registrar of Members of the Transferor Company on the effective date or such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognised by the Board of Directors of the Transferor Company.
- 9.2 Based on Clause 9.1 above, the Transferee Company shall issue its equity shares in the following proportion:
" 1 (One) Fully paid up equity share of Rs.10 (Ten Only) each of the Transferee Company shall be issued and allotted for every 5 (Five) fully paid up equity shares of Rs. 2 (Two Only) each held in Transferor Company".
- 9.3 The new equity shares to be issued to the members of the Transferor Company pursuant to clause 9.1 shall be in multiples of 1. Any fractional shares shall be rounded off to the nearest multiple of 1.
- 9.4 The equity shares to be issued to the members of Transferor Companies pursuant to clause 9.1 read with clause 9.2 shall be subject to the Memorandum and Articles of Association of Transferee Company and shall rank pari-passu with the existing equity shares of Transferee Company in all respects, save and except that the said equity shares shall not be eligible for dividend declared by Transferee Company during the period commencing on the Appointed Date and ending on the Effective Date (both days inclusive).
- 9.5 The shares or the share certificates of the Transferor Companies, in relation to the shares beneficially held by its members, shall without any further application, act, instrument or deed be deemed to have been automatically cancelled and be of no effect on and from the Effective Date.

For Way2Wealth Securities Pvt. Ltd.


Director

For WAY2WEALTH BROKERS PVT. LTD.


Director

9.6 Upon this Scheme becoming effective, the shares held by the Transferor Company in Transferee Company shall without any further application, act, instrument, or Deed be deemed to have been automatically cancelled with from the date Effective. The above, cancellation shall be effected as an integral part of this Scheme, and the order Regional Director South East Region approving this Scheme shall have the effect for cancellation of shares held by Transferor Company in Transferee Company. The approval of the Shareholders and creditors of the Transferee Company accorded for this Scheme shall also constitute approval for the above said cancellation of shares.

9.7 On issue and allotment of the equity shares by the Transferee Company to the equity shareholders of the Transferor Company, the equity shares held by the said shareholders in Transferor Company, whether in physical form or dematerialized form, shall, without any further act, deed or instrument be deemed to have been automatically cancelled and be of no effect.

10. **INCREASE IN AUTHORISED CAPITAL OF 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, including payment of stamp duty and fees payable to the Registrar of Companies, 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. The Transferee Company shall pay additional fees/stamp duty, at the time of filing of the necessary forms, after setting off the fees/ stamp duty paid by the Transferor Company.

For Way2Wealth Securities Pvt. Ltd.


Director

For WAY2WEALTH BROKERS PVT. LTD.


Director

- 10.2 Upon the Scheme becoming effective, the office of the Registrar of Companies shall immediately take note of the consolidation of authorized share capital of the Transferor Company and enhance the authorized share capital of the Transferee Company accordingly in its records, as per the break up below:

Accordingly, in terms of this Scheme, the authorised share capital of the Transferee Company shall stand enhanced to an amount of Rs. 70,00,00,000 (Rupees Seventy Crore) divided into 7,00,00,000 (Seven Crore) Equity shares of Rs. 10/- (Rupees Ten Only) 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 70,00,00,000 (Rupees Seventy Crore) divided into 7,00,00,000 (Seven Crore) Equity Shares of Rs. 10/-each (Rupees Ten Only) each."

For Way2Wealth Securities Pvt. Ltd.

Director

For WAY2WEALTH BROKERS PVT. LTD.

Director

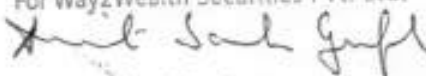
PART D

ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFeree COMPANY

11. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFeree COMPANY

- 11.1 The Transferee Company shall comply with Indian Accounting Standard (Ind AS) 103 – Business Combination and other applicable Indian Accounting Standards notified by the Central Government under the Companies Act, 2013 read with Companies (Indian Accounting Standards) Rules, 2015 and other Generally Accepted Accounting Principles in India as amended from time to time, read with Section 133 of the Companies Act, 2013.
- a) The Transferee Company shall record the assets and liabilities, if any, of the Transferor Company vested in it pursuant to this Scheme, at the carrying values as appearing in the consolidated financial statements of Transferor Company being the Holding Company of Transferee Company.
 - b) The identity of the reserves shall be preserved and the Transferee Company shall record the reserves of the Transferor Company, at the carrying amount as appearing in the consolidated financial statements of the Transferor Company .
 - c) Pursuant to the amalgamation of the Transferor Company with the Transferee Company, inter-company balances between the Transferee Company and the Transferor Company, if any, appearing in the books of the Transferee Company shall stand cancelled;
 - d) The value of all investments held by the Transferor Company in the Transferee Company shall stand cancelled pursuant to amalgamation. Further the equity shares issued by Transferee Company to the shareholders of the Transferor Company pursuant to clause 11 would be recorded as equity share capital at nominal value.
 - e) The surplus, if any arising after considering the effect of Clause a, b, c and d of 11.1, above, shall be transferred to capital reserve on amalgamation in the financial statements of the Transferee Company and shall be presented separately from other capital reserves with disclosure of its nature and purpose in the notes; in case of a deficit, it shall be adjusted against the existing capital or revenue reserves of the Transferee Company and unadjusted remaining amount, if any, due to inadequacy of reserves would be recorded separately in amalgamation adjustment deficit account;
 - f) In case of any differences in accounting policies between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail and the difference shall be adjusted in revenue reserves of the Transferee Company, to ensure that the financial statements reflect the financial position based on consistent accounting policies;

For Way2Wealth Securities Pvt. Ltd.


Director

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For WAY2WEALTH BROKERS PVT. LTD.


Director

- g) Comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of amalgamation, as stated above, as if the amalgamation had occurred from the beginning of the comparative period or from the date the common control is established, whichever is later

12. TRANSACTIONS BETWEEN THE APPOINTED DATE AND THE EFFECTIVE DATE

During the period from the Appointed Date to the Effective 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 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, without the prior consent of the Transferee Company.
- 12.6 For avoidance of doubt it is hereby clarified that nothing in this Scheme shall prevent the Transferee Company and the Transferor Company from declaring and paying dividends, whether interim or final, to their respective equity shareholders. It is clarified that the

For Way2Wealth Securities Pvt. Ltd.

Director

For WAY2WEALTH BROKERS PVT. LTD.

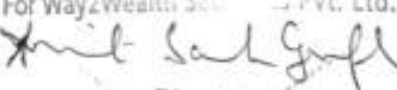
Director

aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company and/ or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of Directors of the Transferor Company and the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and the Transferee Company, respectively.

- 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.
- 12.8 The Transferor Company shall operate in the ordinary course of business and retain the license in its own name until the transition or as may be agreed between the Transferor Company and Transferee Company.

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 between the Appointed Date and the Effective Date (both days inclusive), to the end 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.

For Way2Wealth Brokers Pvt. Ltd.

Director

For WAY2WEALTH BROKERS PVT. LTD.

Director

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. DISSOLUTION

On the Scheme becoming effective, the Transferor Company shall stand dissolved, without being wound-up and the Board of Directors, including any committee thereof, of the Transferor Company shall without any further act, instrument or deed be and stand dissolved.


15. CONDITIONALITY OF THE SCHEME

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

- (i) The approval or consent of /to the scheme by the requisite majority of shareholders and creditors of the Transferor Company and Transferee Company as may be required under the Act.
- (ii) The requisite consent, approval or permission of any Government Authorities, which by law may be necessary for the implementation of this Scheme;
- (iii) Appropriate sanction from regulatory authorities if necessary.
- (iv) Approval by the Central Government/ Regional Director, as required under the Act or any other applicable laws;
- (v) The certified copy of the order of the Central Government/ Regional Director, sanctioning the Scheme is filed with the Registrar of Companies by the Transferor Company and the Transferee Company; and
- (vi) Compliance with such other conditions as may be imposed by the Central Government/ Regional Director, or Government Authorities.

For Way2Wealth Securities Pvt. Ltd.

Director

For WAY2WEALTH BROKERS PVT. LTD.

Director

16. **APPLICATION TO THE CENTRAL GOVERNMENT/ REGIONAL DIRECTOR**

The Transferee Company and the Transferor Company shall, with all reasonable despatch, make and file joint or separate applications/petitions under Section 233 of the Act to the Central Government/ Regional Director, 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 as applicable.

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.

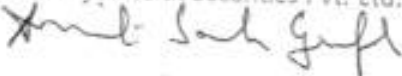
18. **MODIFICATION OR AMENDMENTS TO THE SCHEME**

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, 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. 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 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**

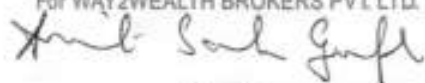
In the event any of the approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferee Company and the Transferor Company shall by mutual agreement waive such conditions as they consider appropriate to give effect,

For Way2Wealth Securities Pvt. Ltd.



Director

For WAY2WEALTH BROKERS PVT. LTD.



Director

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, the Scheme shall become null and void.

In the event the Central Government/ Regional Director or any other Authority are of the opinion that the Scheme should be considered as per the procedures laid down in Section 230 to 232 of the Act read with Section 233 of the Act and accordingly, be approved by the National Company law Tribunal, the Scheme shall stand modified to that extent.

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**

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 any Central Government/ Regional Director/ 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.

For Way2Wealth Securities Pvt. Ltd.

Director

For WAY2WEALTH BROKERS PVT LTD.

Director

22. **SEVERABILITY**

If any part of this Scheme hereof is invalid, ruled illegal by any Central Government / Regional Director / 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.

For Way2Wealth Securities Pvt. Ltd.

Director

For WAY2WEALTH BROKERS PVT LTD.

Director