

**DRAFT COMPOSITE SCHEME OF ARRANGEMENT AND AMALGAMATION  
UNDER SECTIONS 230 TO 232 READ WITH SECTION 66, SECTION 61 AND OTHER  
APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013**

**AMONGST**

**NISHPRA COMMUNITY SOLUTIONS PRIVATE LIMITED ("NCSPL" / "TRANSFEROR  
COMPANY")**

**AND**

**TIERRA AGROTECH LIMITED ("TAL" / "TRANSFeree COMPANY")**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS**

**I. PREAMBLE**

This Composite Scheme of Arrangement and Amalgamation ("Scheme") is presented under Sections 230 to 232 read with Section 66, Section 61 and other applicable provisions of the Companies Act, 2013, rules and regulations including any statutory modifications or re-enactments made thereunder and amendments thereof for **a) Reclassification, Reduction and Sub-Division** of the equity share capital of the Transferee Company in the manner as provided in this Scheme; and **b) Amalgamation** of Nishpra Community Solutions Private Limited ("NCSPL / Transferor Company") into and with Tierra Agrotech Limited ("TAL/Transferee Company"). The Scheme is in the best interest of the companies involved as also their respective shareholders, creditors, employees and all other stakeholders.

In addition, this Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

**II. DESCRIPTION OF THE COMPANIES WHO ARE PARTIES TO THE SCHEME**

- i \*NISHPRA COMMUNITY SOLUTIONS PRIVATE LIMITED having CIN U51909HR2022PTC103158 is a company incorporated on 26th April, 2022 under the Companies Act, 2013 and having its registered office at Khasra, No 2667 2668, Saraiwala Rasta, near Pipal Ka Ped, Ashok Vihar Phase-III, Gurgaon, Haryana, India, 122001. The Transferor Company is mainly engaged in the business of processing, manufacturing and dealing in all kinds of organic and inorganic foods and all the basic essential item of consumers.

\* The Transferor Company is in the process of shifting its registered office from the State of Haryana to the State of Telangana subject to the requisite approvals from the relevant Governmental Authorities. The present Scheme will be suitably modified/updated accordingly upon shifting of the registered office of the Transferor Company.

Main objects of the Transferor Company are as follows:

- a. To cater to the daily essential needs of low income households in India targeting non metropolitan cities and the rural population of India.
- b. To carry on the business of processing, manufacturing, distributorship, broker, factors, stockiest, importer and otherwise deal in all kinds of organic and inorganic foods and all the basic essentials item of consumers.

Nishpra Community Solutions Pvt. Ltd.

Director

For TIERRA AGROTECH LIMITED

Whole Time Director

- c. To carry on the business of processing, manufacturing, distributorship, broker, factors, stockiest, importer and otherwise deal in all kinds of organic and inorganic foods and all the basic essentials item of consumers.

ii TIERRA AGROTECH LIMITED was originally incorporated on September 13, 2013 under the provisions of the Companies Act, 2013 in the State of Andhra Pradesh now Telangana, Hyderabad in the name and style of 'Tierra Agrotech Private Limited'. Pursuant to the Scheme of Amalgamation with Grandeur Products Limited which was approved by the Hon'ble NCLT, vide its order dated November 12, 2021, has been converted into a public limited company and the name of the company was changed to "Tierra Agrotech Limited" on December 17, 2021 and a fresh Certificate of Incorporation was issued by the Registrar of Companies, Hyderabad, Telangana. The Corporate Identity Number (CIN) of the Transferee Company is L01119TG2013PLC090004 having it's Registered Office at 7-1-24/2/D/SF/204, Greendale, Ameerpet, Begumpet, Hyderabad, Telangana, India, 500016. The Transferee Company is engaged in the business of, develop, grow, raise, produce, process, manufacture, prepare, refine, extract, hydrolyze, deodorise, grind, bleach, hydrogenate, import, export or otherwise deal in all kinds of Seeds, Hybrid Seeds. The equity shares of the Transferee Company are listed on the Stock Exchange i.e., BSE Limited (*as defined hereinafter*).

Main objects of the Transferee Company are as:

1. To develop, identify, validate, produce, process, license and in and outsource various agricultural, bio-technology and nano-technology related technologies within or outside India.
2. To develop, grow, raise, produce, process, manufacture, prepare, refine, extract, hydrolyze, deodorise, grind, bleach, hydrogenate, import, export or otherwise deal in all kinds of Seeds, Hybrid Seeds and fertilizers, herbicides, pesticides, insecticides, fungicides, rodenticides, weedicides, Bio Fertilizers, Bio-pesticides, Bio spares and all necessary farm equipments.
3. To develop, establish maintain and aid in the development, establishment and maintenance of Seed farms, research laboratories, research farms, seed testing laboratories, technology centres, Cold chains consisting cold storage, storage chambers, ice plants, godowns, warehouses, refrigerators, freezing houses, room coolers, refrigerated containers, processing centres, transporting, marketing centres, green houses, processing and distribution centres, and stores of all kinds of seeds produce or products, and to purchase, buy or otherwise acquire, develop establish, maintain improve, sell or otherwise deal in farms, agricultural lands, urban or rural agricultural property.
4. To provide and arrange for technical consultancy, training, education, to conduct programmes, aid and advice to any person in respect of any matters connected with Seed and other Agricultural Businesses.

TIERRA AGROTECH LIMITED

Nishara Community Solutions Pvt. Ltd.

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Whole Time Director

Director

For TIERRA AGROTECH LIMITED

  
Whole Time Director

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5. To aid, assist, promote, establish, improve, develop, administer, undertake, run, own and or produce the pilot scale and commercial scale projects/products, using bio-technology, to offer technical know-how, imparting training on related items of Bio-technology, to undertake all direct and indirect related activities connected with the field of Biotechnology.

Each of the above are hereinafter individually referred to as a "Party" and collectively as "Parties".

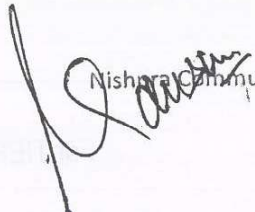
### III. OPERATION OF THE SCHEME

The Scheme provides for:

- i. **Reclassification, Reduction and Sub-Division** of the equity share capital of the Transferee Company in the manner as provided in this Scheme;  
**And**
- ii. **Amalgamation** of the Transferor Company with the Transferee Company in the manner as provided in this Scheme;

### IV. RATIONALE OF THE SCHEME

- a. **Reclassification, Reduction and Sub-Division** of capital of the Transferee Company in the manner set out in this Scheme can provide benefits to the shareholders and stakeholders as under:
  - i. The Transferee company presently has authorised share capital comprising both equity and preference share capital. The transferee company has no plans to issue preference shares in the near future therefore the unutilised preference share capital is proposed to be reclassified into equity share capital. This will provide sufficient headroom for future equity issuances without increasing the authorised capital, enabling greater flexibility in meeting the Company's funding requirements.
  - ii. The Transferee company will represent its true and fair financial position with an efficient capital structure so that post amalgamation capital structure is in line with the size of business operations.
  - iii. The Transferee company will have accurate and proper representation of its capital structure.
  - iv. The present face value of the equity shares of the transferee company is Rs.10 (Rupees Ten) which will be reduced to Rs.4 (Rupees Four) per share and it is proposed to sub divide the same into 2 equity shares i.e., an equity share of face value of Rs.2 (Rupees Two) per share. The proposed sub-division of the equity shares of the Transferee company into smaller denominations would potentially encourage wider investor participation, including small investors thereby enhancing liquidity of the equity shares of the Company in the Stock Market and therefore it is in the best interest of the shareholders and the Company.

  
Nishara Community Solutions Pvt. Ltd.

Director

For TIERRA AGROTECH LIMITED  
  
Whole Time Director

- v. As at March 31, 2025, the Company has reserves of Rs. 1,24,98,95,494, which, after considering accumulated losses of Rs. 85,89,44,841, are proposed to be optimally realigned to strengthen the presentation of the Company's financial position. Accordingly, with a view to presenting a true and fair view of the financial affairs of the Company and improving the balance sheet structure, it is proposed to reorganize the paid-up equity share capital of the Company from Rs. 65,59,36,930, comprising 6,55,93,693 equity shares of Rs. 10 each, to Rs. 26,23,74,772, comprising the same number of equity shares of Rs. 4 each. The proposed capital reduction shall be effected by adjustment of accumulated losses against the Securities Premium Account and the issued, subscribed and paid-up equity share capital, in the manner more particularly set out and explained in this Scheme. This would result in reflecting the correct net worth of the Company as also the true enterprise value of the Company. The proposed reduction and split of equity share capital would not have any impact on the shareholding pattern of the Transferee Company except on account of amalgamation of the Transferor Company with the Transferee Company; and
- vi. It does not involve any financial outlay and therefore, would not affect the ability or liquidity of the Transferee Company to meet its obligations or commitments in the normal course of business.

Further, it would also not in any way adversely affect the ordinary operations of the Transferee Company.

- b. As part of the overall restructuring exercise, it is proposed to merge the Transferor Company into the Transferee Company, which would, inter alia, result in the following benefits for both parties and their respective shareholders, employees, creditors, and other stakeholders:
- The Amalgamation enables the creation of a vertically integrated business model, where the Transferee Company already operating in the production and supply of seeds and agricultural inputs gains control over downstream operations such as food processing and sales. This vertical integration ensures a consistent supply and quality of raw materials like wheat, reduces procurement costs and dependence on third-party suppliers, and improves overall margins by eliminating intermediaries.
  - With the combined operations, the entity will enjoy an expanded product portfolio that spans from seeds and agricultural inputs to finished food products like wheat flour, mustard, maida etc. This expansion allows the company to tap into new customer segments, offer bundled solutions, and cross-sell products across various channels, thereby increasing customer reach and driving revenue growth.
  - The Amalgamation is expected to yield substantial operational synergies. These include cost savings through the sharing of administrative and support functions, economies of scale in the bulk procurement of raw materials and packaging, and consolidated spending on marketing and advertising. Such efficiencies will contribute directly to improved profitability.
  - The Transferee Company's strong research and development capabilities, particularly in seed innovation, are an added advantage. These capabilities could accelerate the development of high-yield or specially modified grains that are well-suited for processing, enhancing the

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Director

For TIERRAAGROTECH LIMITED

  
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Whole Time Director



quality and efficiency of downstream operations.

- v. As a result of the Amalgamation, the newly formed entity becomes a stronger and more diversified organization, capable of competing more effectively in both domestic and international markets. Additionally, it will be well-positioned to capitalize on the growing consumer demand for traceable, farm-origin food products, enhancing its brand credibility and market appeal.

**V. This Scheme is divided into following parts:**

- i. Part A - Definitions and Share Capital.
- ii. Part B - Deals with Reclassification of Authorised share capital through the conversion of preference shares into the corresponding number of equity shares, along with the reduction and sub-division of the face value of equity shares.
- iii. Part C - Amalgamation of the Transferor Company into and with the Transferee Company and assets forth certain additional arrangements that form a part of this Scheme.
- iv. Part D— General terms and conditions applicable to this Scheme.

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Director

For TIERRAAGROTECH LIMITED

  
Whole Time Director

**PART A**  
**DEFINITIONS AND SHARE CAPITAL**

**1. DEFINITIONS**

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


- 1.1. **"Act"** means the Companies Act, 2013 as applicable and the rules, regulations, circulars, notifications, clarifications, orders, and directions issued thereunder and will include any statutory modifications, re-enactments or amendments thereof for the time being in force;
- 1.2. **"Amalgamation"** has the meaning assigned to such term in Part C;
- 1.3. **"Applicable Law"** means all applicable: (a) Statutes, enactments, acts of legislature or parliament, laws, ordinances, code, directives, rules, regulations, bye-laws, listing agreements, notifications, guidelines or policies of any applicable jurisdiction; and (b) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or approvals required from Governmental Authorities of, or agreements with, any Governmental Authority or a recognized stock exchange;
- 1.4. **"Appointed Date"** means 1st October, 2025; or such other date as may be fixed or approved by the Appropriate National Company Law Tribunal or such other date as may be determined by the Board of Directors of Transferor Company and the Transferee Company with approval of NCLT or such other date as the NCLT may direct;
- 1.5. **"Appropriate Authority"** means any applicable central, state, or local government, legislative body, regulatory, administrative, or statutory authority, agency or commission or department or public or judicial body or authority, including, but not limited, to Securities and Exchange Board of India (SEBI), Stock Exchanges, Registrar of Companies, Regional Director and National Company Law Tribunal;
- 1.6. **"Approvals"** mean approvals, permissions, consents, validations, confirmations, waivers, no objection letters, permits, grants, concessions, certificates, registrations, exemption orders, licenses and other authorizations required to be obtained from any Governmental Authority, under Applicable Laws or otherwise;
- 1.7. **"Accumulated Losses"** shall mean losses amounting to Rs. 85,89,44,841/- (Rupees Eighty Five Crores Eighty Nine Lakhs Forty Four Thousand Eight Hundred and Forty One only), as on March 31, 2025.
- 1.8. **"Board of Directors" or "Board"** means the board of directors of the Transferor Company or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof;
- 1.9. **"Consideration Shares"** means such number of Shares of the Transferee Company (as defined below) that an Eligible Shareholder is entitled to receive based on the Share Exchange Ratio and in accordance with Applicable Law;

Nishpra Community Solutions Pvt. Ltd.

Director

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For TIERRA AGROTECH LIMITED

  
Whole Time Director<sup>6</sup>



- 1.10. **"Effective Date"** or **"upon the scheme becoming effective"** or **"effectiveness of the scheme"** means the date on which the certified or authenticated copies of the order sanctioning this Scheme, passed by the National Company Law Tribunal are filed with the Registrar of Companies;
- 1.11. **"Encumbrances"** means: (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, security, interest, or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including, without limitation, any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law; (ii) any voting agreement, option, right of first offer, or refusal or transfer restriction in favour of any Person; and (iii) any adverse claim as to title, possession or use.
- 1.12. **"Equity Share(s)"**, with respect to a company, means the fully paid-up equity share(s) of such company;
- 1.13. **"Fairness Opinion(s)"** means opinion dated 12<sup>th</sup> January, 2026 and issued by Akasam Consulting Private Limited, Category I SEBI Registered Independent Merchant Banker (Registration No.: INM000011658)
- 1.14. **"INR"** means the lawful currency of the Republic of India;
- 1.15. **"IT Act"** means the (Indian) Income-tax Act, 1961, and the rules, regulations, circulars, notifications, clarifications, orders, and directions issued thereunder;
- 1.16. **"Liabilities"** has the meaning assigned to such term in Clause 1.40(ii) of Part A ;
- 1.17. **"Listing Regulations"** means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended, modified, replaced or supplemented from time to time and to the extent in force;
- 1.18. **"NCLT"** or **"Tribunal"** or **"Competent Authority"** means the National Company Law Tribunal having jurisdiction over the Transferee Company and the Transferor Company, as the case may be, as constituted and authorized as per the provisions of the Act for approving any scheme of arrangement, compromise or reconstruction of companies;
- 1.19. **"New Equity Shares"** shall have the meaning ascribed to it in Clause 2.11 of Part C;
- 1.20. **"Parties"** means the Transferor Company and the Transferee Company, collectively;
- 1.21. **"Promoter(s)"** has the meaning given to it under Regulation 2(1)(oo) of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018;
- 1.22. **"Promoter Group"** has the meaning given to it under Regulation 2 (1)(pp) of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018;
- 1.23. **"Record Date 1"** means the date to be fixed by the Board of Directors of the Transferee Company for the purpose of determining the shareholders of the Transferee Company to whom Reduced and Sub-Divided Face Value Equity Shares will be allotted pursuant to the capital reduction and Sub-division;

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Director

For TIERRA AGROTECH LIMITED

Whole Time Director



- 1.24. **"Record Date 2"** means the date to be fixed by the Board of the Transferee Company for the purpose of determining the shareholders of the Transferor Company to whom the Consideration Shares shall be allotted under this Scheme
- 1.25. **"Reduced and Sub- divided Face Value Equity Shares"** has the meaning given to it in Clause 1 of Part B;
- 1.26. **"Registrar of Companies/ROC"** shall mean the Registrar of Companies;
- 1.27. **"Registered Valuer"** means a Person registered as a Valuer in terms of Section 247 of the Act;
- 1.28. **"Reserves"** shall mean free reserves amounting to Rs.1,24,98,95,494/- (Rupees One Hundred and Twenty Four Crores Ninety Eight Lakhs Ninety Five Thousand Four Hundred Ninety Four only), as on March 31, 2025.
- 1.29. **"Stock Exchange"** means the BSE Limited on which the equity shares of the Company are listed and traded. The Designated Stock Exchange of the Company shall be BSE Limited.
- 1.30. **"SAST Regulations"** means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011;
- 1.31. **"Scheme"** means this Scheme of Arrangement and Amalgamation means in its present form as submitted to the NCLT together with any modification(s) carried out as per provisions of this Scheme with the requisite approvals required under the Act and all other Applicable Laws;
- 1.32. **"SEBI"** means the Securities and Exchange Board of India;
- 1.33. **"SEBI Circulars"** shall mean and include the circulars issued by the SEBI, being, inter alia, circulars bearing reference number SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 and any amendments thereof from time to time;
- 1.34. **"Transferor Company"** means NISHPRA COMMUNITY SOLUTIONS PRIVATE LIMITED or NCSPL having CIN U51909HR2022PTC103158 is a company incorporated on 26th April, 2022 under the Companies Act, 2013 and having its registered office at Khasra No 2667 2668 Saraiwala Rasta near Pipal Ka Ped Ashok Vihar Phase-III, Gurgaon, Gurugram, Haryana, India, 122001;
- 1.35. **"Transferor Company Promoters" or "Nishpra Promoters" or "NCSPL Promoters"** shall include Mr Abhishek Kaushik;
- 1.36. **"Transferee Company"** means TIERRA AGROTECH LIMITED or TAL having CIN L01119TG2013PLC090004 is a Company incorporated on September 13, 2013 under the provisions of the Companies Act, 2013 having its Registered Office at 7-1-24/2/D/SF/204, Greendale, Ameerpet, Begumpet, Hyderabad, Secunderabad, Telangana, India, 500016;
- 1.37. **"Transferee Company" or "Tierra Promoters" or "TAL Promoters"** shall include Mr. Satish Kumar Tondapu, Mr. Parthasarathi Bhattacharya, Mr. Surinder Kumar Tikoo, Mr. Suresh Atluri, Mr. Jayaram Prasad Munnangi, Mr. Nalluri Sai Charan and Mr. Visweswara Rao K including the promoter group;
- 1.38. **"Transferee Company ESOP Scheme" or "Employee Stock Option Scheme" or "GPL-ESOS II, 2016"** Grandeur Products Limited – Employee Stock Option Scheme 2016;

TIERRA AGROTECH LIMITED  
Nishpra Community Solutions Pvt. Ltd.  
  
Director

For TIERRA AGROTECH LIMITED  
  
Whole Time Director



1.39. "Transferee Company ESP Scheme" or "Employee Stock Purchase Scheme" or "GPL-ESPS 2017" Grandeur Products Limited Employee Stock Purchase Scheme 2017;

1.40. "Undertaking" means the whole of the undertaking and entire business of the Transferor Company as a going concern, including all assets, liabilities and business activities of the Transferor Company on a going concern basis, including (without limitation)

- i All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Company, including but not limited to, factories, plant and machinery, equipment, buildings and structures, Offices, residential and other premises, freehold and leasehold lands, vehicles, sundry debtors, furniture, fixtures, office equipment including computers, laptops, printers and servers, appliances, accessories, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), cash in hand, balances and deposits with banks, loans, advances, disbursements, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including lease rights), hire purchase contracts and assets, leasing contracts and assets lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, know how, good will, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, websites, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including, title, interests, other benefits (including tax benefits such as Tax Credits), benefit of carried forward Tax losses, unabsorbed depreciation, easements, privileges, liberties, mortgages, hypothecations, pledges or other security interests created in favour Of the Transferor Company and advantages of Whatsoever nature and wheresoever situated in India or abroad, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favor of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of Whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favor of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad;
- ii All liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations of the Transferor Company, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized;
- iii All agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, engagements, arrangements, assignments, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the business activities and / or

Nishpr Community Solutions Pvt. Ltd.

Director

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For TIERRA AGROTECH LIMITED

Whole Time Director

operations of the Transferor Company;

- iv All records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business activities and operations of the Transferor Company; and.
- v All employees engaged by the Transferor Company as on the Effective Date.

1.41. In this Scheme, unless the context requires otherwise:

- i. the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
- ii. the terms "hereof", "herein", or similar expressions used in this Scheme mean and refer to this Scheme and not to any particular clause of this Scheme;
- iii. Wherever the word "include", "includes", or "including" is used in this Scheme, it shall be deemed to be followed by the words "without limitation";
- iv. Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;
- v. references to clauses and recitals, unless otherwise provided, are to clauses and recitals of and to this Scheme; the words importing singular shall include the plural and words importing any gender shall include every gender;
- vi. reference to any law or to any provision thereof or to any rule or regulation promulgated thereunder includes a reference to such law, provision, rule or regulation as it may, from time to time, be amended, supplemented or re-enacted or to any law, provision, rule or regulation that replaces it; and

1.42. All capitalized terms not defined but used in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Depositories Act, 1996 and other Applicable Laws, rules, regulations and byelaws, as the case may be, or any Statutory amendment(s) or re-enactment thereof, for the time being in force.

## 2. SHARE CAPITAL

2.1. **Transferor Company:** The total authorized, subscribed and paid-up share capital of the Transferor Company as on 31<sup>st</sup> March, 2025 was as under:

Particulars	Amt in INR
Authorized Share Capital:	
50,000 Equity Shares of Rs. 10/- each	5,00,000
50,000 Preference Shares of Rs. 10/- each	5,00,000
Total	10,00,000
Issued, and Subscribed and Paid-up Share Capital:	
15,641 Equity Shares of Rs. 10/- each	1,56,410
Total	1,56,410

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For TIERRA AGROTECH LIMITED

Whole Time Director

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Subsequent to 01st April, 2025, the following are the changes in the share capital of the Transferor Company.

- Allotment of 20 (Twenty Only) Equity shares of Rs.10/- each on Rights Issue basis vide Board resolution dated 21<sup>st</sup> April, 2025.
- Allotment of 410 (Four Hundred and Ten Only) Equity shares of Rs.10/- each on Rights Issue basis vide Board resolution dated 25<sup>th</sup> June, 2025.
- Allotment of 125 (One Hundred and Twenty Five Only) Equity shares of Rs.10/- each on Rights Issue basis vide Board resolution dated 14<sup>th</sup> October, 2025.
- Allotment of 145 (One Hundred and Forty Five Only) Equity shares of Rs.10/- each on Rights Issue basis vide Board resolution dated 28<sup>th</sup> October, 2025.
- Allotment of 949 (Nine Hundred and Forty Nine Only) Equity shares of Rs.10/- each on Bonus Issue basis vide Board resolution dated 29<sup>th</sup> November, 2025.
- Allotment of 1,61,66,150 (One Crore Sixty One Lakhs Sixty Six Thousand One Hundred and Five Only) Equity shares of Rs.10/- each on Bonus Issue basis vide Board resolution dated 30<sup>th</sup> November, 2025.

Therefore, post the issue of the above shares the current paid up equity capital of the Company as on this date is Rs.16,18,34,400.

2.2. Transferee Company: The total authorized, subscribed and paid-up share capital of the Transferee Company as on 31<sup>st</sup> March, 2025 was as under:

Particulars	Amount (in Rs.)
<b>Authorized Share Capital</b>	
8,85,00,000 Equity Shares of Rs. 10 each	88,50,00,000
75,00,000 Preference Shares of Rs.10 each	7,50,00,000
<b>Total</b>	<b>96,00,00,000</b>
<b>Issued, Subscribed and Paid up Capital</b>	
6,55,93,693 Equity Shares of Rs. 10 each	65,59,36,930
<b>Total</b>	<b>65,59,36,930</b>

Pursuant to the Scheme of amalgamation sanctioned by the Hon'ble National Company Law Tribunal, Bench at Hyderabad vide its order dated 12th day of November, 2021 Grandeur Products Limited was merged with our Company Tierra Agrotech Limited.

Two employee benefit plans, namely, Grandeur Products Limited - Employee Stock Option Scheme II, 2016 (GPL-ESOS II, 2016) and the Grandeur Products Limited Employees Stock Purchase Scheme 2017 ("GPL-ESPS 2017") were formulated vide special Resolution passed by the Shareholders of Grandeur Products Limited dated 8th November, 2016 and at Extra Ordinary General Meeting held on 25th March, 2017 respectively.

Nishpra Community Solutions Pvt. Ltd.



Director

For TIERRA AGROTECH LIMITED



Whole Time Director

## **PART B**

### **RECLASSIFICATION OF AUTHORISED SHARE CAPITAL THROUGH THE CONVERSION OF PREFERENCE SHARES INTO THE CORRESPONDING NUMBER OF EQUITY SHARES, ALONG WITH THE REDUCTION AND SUB-DIVISION OF THE FACE VALUE OF EQUITY SHARES OF TRANSFREE COMPANY.**

1. Reclassification of authorised share capital through the conversion of preference shares into the corresponding number of equity shares, along with the reduction and sub-division of the face value of equity shares.
  - 1.1. Upon the Scheme becoming effective, the authorised share capital of the Transferee Company, **presently** amounting to Rs. 96,00,00,000 (Rupees Ninety-Six Crore only), divided of 8,85,00,000 (Eight Crore Eighty-Five Lakh) equity shares of Rs. 10/- (Rupees Ten only) each and 75,00,000 (Seventy-Five Lakh) preference shares of Rs. 10/- (Rupees Ten only) each, shall be **reclassified** as Rs. 96,00,00,000 (Rupees Ninety-Six Crore only) comprising 9,60,00,000 (Nine Crore Sixty Lakh) equity shares of Rs. 10/- (Rupees Ten only) each.
  - 1.2. Upon the Scheme becoming effective, the **issued, subscribed, and paid-up share capital** of the Transferee Company shall stand **reduced from** Rs. 65,59,36,930 (Rupees Sixty-Five Crores Fifty-Nine Lakhs Thirty-Six Thousand Nine Hundred and Thirty only), divided into 6,55,93,693 (Six Crores Fifty-Five Lakhs Ninety-Three Thousand Six Hundred and Ninety-Three) equity shares of face value of Rs. 10/- (Rupees Ten only) each, **to** Rs. 26,23,74,772 (Rupees Twenty-Six Crores Twenty-Three Lakhs Seventy-Four Thousand Seven Hundred and Seventy-Two only), divided into 6,55,93,693 (Six Crores Fifty-Five Lakhs Ninety-Three Thousand Six Hundred and Ninety-Three) equity shares of face value Rs. 4/- (Rupees Four only) each by setting off accumulated losses of Rs. 46,53,82,842 against the Securities premium account and Rs. 39,35,62,158 from the issued/subscribed/paid-up capital. Such reduction shall be effected without any payment, consideration, or other distribution being made by the Transferee Company to the holders of such equity shares in lieu of the reduction in face value.
  - 1.3. Subsequent to the reduction of share capital as set out above, the issued, subscribed, and paid-up equity share capital of the Transferee Company shall **undergo a sub-division** in such a manner that each equity share of the Company having a face value of Rs. 4/- (Rupees Four only) shall be sub-divided into **2 (Two) equity shares of face value Re. 2/- (Rupees Two only) each**. Such sub-division shall take effect from the Record Date 1 to be determined and notified by the Board of Directors of the Transferee Company. The sub-divided equity shares shall rank *pari passu* in all respects with each other and shall carry the same rights and privileges as the original equity shares.
  - 1.4. The reclassification, reduction, and sub-division of the share capital of the Transferee Company, as detailed in Clause 1 of Part B above, shall be effected as an integral part of this Scheme, without the requirement to follow separate procedures under Sections 61, 64, and 66 of the Companies Act, 2013. The order of the Hon'ble National Company Law Tribunal sanctioning this Scheme shall be deemed to be an order under Sections 61, 64, and 66 of the Act for the purposes of effecting such reclassification, reduction, and sub-division of share capital, and no further action or approval under the said sections shall be necessary, in accordance with the explanation to Section 230(12) of the Act.

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Notwithstanding the reduction of share capital as contemplated under this Scheme, the Transferee Company shall not be required to add the words "and reduced" as a suffix to its name, as such reduction is being carried out in accordance with the provisions of this Scheme and sanctioned by the Tribunal.

## 2. REORGANIZATION OF AUTHORISED SHARE CAPITAL.

- 2.1. Pursuant to Reclassification, reduction, Sub-division in face value of equity shares as per Clause 1 of Part B, the authorized share capital of the Transferee Company would be reclassified as under:

Particulars	Amount (in Rs.)
<b>Authorized Share Capital</b>	
48,00,00,000 Equity Shares of Rs. 2 each	96,00,00,000
<b>Total</b>	<b>96,00,00,000</b>

- 2.2. Consequently, the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorised share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme, whether at a meeting or otherwise, shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Sections 13, 14, 61 and 64 of the Companies Act, 2013 and other applicable provisions of the Act would be required to be separately passed.

- 2.3. Pursuant to reduction in face value of equity shares as per Clause 5, the relevant provisions of the memorandum of association of the Transferee Company (relating to the authorised share capital) shall, without any requirement of any further act, instrument or deed, be and stand altered, modified and amended as under:

*The Authorized share capital of the Company is Rs. 96,00,00,000/- (Rupees Ninty Six Crores only) comprising of 48,00,00,000 (Forty Eight Crores Only) Equity shares of Rs. 2/-each (Rupees Two only).*

- 2.4. The reclassification, reduction, sub-division, and reorganisation of the authorised, issued, subscribed, and paid-up share capital of the Transferee Company, as contemplated in **Part B** of this Scheme, shall be given effect **prior** to the amalgamation of the Transferor Company with the Transferee Company as provided in **Part C** of this Scheme.

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For TIERRA AGROTECH LIMITED

*[Signature]*  
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Particulars	Paid up capital prior to reduction & sub Division	Proposed Reduction of capital against accumulated losses & Share Capital as per Scheme	Paid up capital post reduction & sub Division
Number of Shares	6,55,93,693	6,55,93,693	13,11,87,386
Value of each share	10	4	2
Total paid up share Capital	65,59,36,930	26,23,74,772	26,23,74,772

### 3. ACCOUNTING TREATMENT.

Upon the Scheme becoming effective, the reduction of share capital under this Part shall be accounted for as per the Acquisition Method of Accounting as prescribed in "Indian Accounting Standard (Ind AS) 103 for Business Combination" prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time.

### 4. IMPACT ON EMPLOYEES

The employees of the Transferee Company shall, in no way, be affected by the proposed reduction in face value of equity shares, as there is no transfer of employees of the Transferee Company under the Scheme. On the Scheme becoming effective, all the employees of the Transferee Company shall continue with their employment without any break or interruption in their services, on the same terms and conditions on which they are engaged as on the Effective Date.

### 5. IMPACT ON CREDITORS

The creditors shall not be affected in any manner by the proposed reduction in face value of equity shares, as there is no reduction in the amount payable to any of the creditors and no compromise or arrangement is contemplated with the creditors and generally one may be benefited since true financial position of the Transferee Company would be improved and made clear. Further, in absence of any payment to the equity shareholders pursuant to the proposed capital reduction, it does not alter, vary, or affect the rights of the creditors in any manner and thus there is no effect on the outstanding dues to the creditors and the charge on the assets of the Transferee Company shall continue in favour of the secured creditors, if any.

### 6. IMPACT ON LEGAL PROCEEDINGS

All legal proceedings of whatsoever nature by or against the Transferee Company, pending and/or arising shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Part of the Scheme but shall be continued and enforced by

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or against the Transferee Company, in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferee Company prior to the Scheme.

## 7. ISSUANCE MECHANICS

- 7.1. In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferee Company, the Board of the Transferee Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date 1 to effectuate such a transfer as if such changes in registered holder were operative as on the Record Date 1, in order to remove any difficulties arising to the transferor or transferee of the shares in the Transferee Company. The Board of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in the Transferee Company on account of difficulties faced in the transition period.
- 7.2. Upon the Scheme becoming effective and from the Record Date 1 as may be fixed by the Board of Directors of the Transferee Company, equity shares held by the existing equity shareholders of the Transferee Company i.e., before giving effect to Part C of this Scheme, shall automatically stand cancelled without any necessity of them being surrendered to the Transferee Company. The Transferee Company shall issue equity shares (hereinafter referred to as 'Reduced and Sub-divided Face Value Equity Shares') (as adjusted for Clause 1 of Part B) to the existing equity shareholders of the Transferee Company, before giving effect to Part C of this Scheme, whose names appear in the Register of Members as on Record Date 1 as may be fixed by the Board of Directors of the Transferee Company.
- 7.3. The Reduced and Sub-divided Face Value Equity Shares of the Transferee Company allotted and issued in terms of Clause 2.11 of Part C, shall be listed and/or admitted to trading on the BSE in terms of and in compliance of SEBI LODR Regulations, SEBI Circular and other relevant provisions as may be applicable. The Reduced Face Value Equity Shares of the Transferee Company shall, however, be listed subject to the Transferee Company obtaining the requisite approvals from all the relevant Governmental Authorities pertaining to the listing of the Reduced and Sub-divided Face Value Equity Shares of the Transferee Company. The Transferee Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with Applicable Laws for complying with the formalities of BSE.
- 7.4. The Transferee Company shall, if and to the extent required, apply for and obtain any approvals from the concerned regulatory authorities, including the BSE, for the issue and allotment by the Transferee Company of the Reduced and Sub-divided Face Value Equity Shares pursuant to the Scheme.
- 7.5. Each shareholder of the Transferee Company who holds Equity Shares in the Transferee Company in physical form shall be required to provide requisite details relating to his/her/ its accounts with a depository participant to the Transferee Company prior to the Record Date 1 to enable the Transferee Company to issue Equity Shares to such shareholder in terms of this clause. However, if no such details have been provided to the Transferee company by the relevant Shareholder(s) holding Equity Shares in the Transferee Company in physical form prior to the Record Date 1 or if the details furnished by any shareholder do not permit electronic credit of

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the shares of the Transferee Company, then the Transferee Company may subject to the Applicable Laws either issue the Reduced and Sub-divided Face Value Equity Shares in physical form or at its own discretion hold such Reduced and Sub-divided Face Value Equity Shares in abeyance until the required details are intimated in writing to the Transferee Company or its registrar. Provided that the Board of Directors of the Transferee Company may at its discretion anytime after a period of two years from the Effective Date transfer such Reduced and Sub-divided Face Value Equity Shares kept in abeyance to the Investor Education and Protection Fund.

- 7.6. In the case of equity shares held by the equity shareholders of the Transferee Company in dematerialized and electronic form, the required procedure for reflecting the change in the holdings of the equity shareholders of the Transferee Company, if and to the extent warranted, as a consequence of the sanctioning of this Scheme, shall be adopted for making the necessary alterations in the depository accounts of the equity shareholders.

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**PART C**  
**AMALGAMATION OF THE TRANSFEROR COMPANY INTO AND WITH THE  
TRANSFeree COMPANY AND ASSETS FORTH CERTAIN ADDITIONAL  
ARRANGEMENTS THAT FORM A PART OF THIS SCHEME.**

**1. DATE OF TAKING EFFECT AND OPERATIVE DATE AND COMPLIANCE WITH TAX LAWS**

- 1.1. The Scheme set out herein in its present form or with any modifications thereto made in accordance with the terms of this Scheme shall be effective from the Appointed Date but shall be operative from the Effective Date.
- 1.2. The Amalgamation of the Transferor Company into and with the Transferee Company, pursuant to *and in accordance with this Scheme*, shall take place in accordance with the provisions of Section 2(1B) of the Income Tax Act, 1961 such that,
- i) All the property of the Transferor Company immediately before the Amalgamation shall stand transferred to the Transferee Company by virtue of the Amalgamation;
  - ii) All the liabilities of the Transferor Company immediately before the Amalgamation shall stand transferred to the Transferee Company by virtue of the Amalgamation; and
  - iii) All the Shareholders holding shares in Transferor Company become shareholders of the Transferee Company by virtue of the Amalgamation (other than shares already held therein by the Transferee Company if any).

The Scheme has been drawn up to comply with the conditions relating to "amalgamation" as specified under Section 2(1B) of the Income Tax Act, 1961. If any term or provision of the Scheme is found or interpreted to be inconsistent with the said provision at a later date, *including resulting from an amendment of law or for any other reason whatsoever*, the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act, 1961. Such modification will however not affect other parts of the Scheme, the power to make such amendment / modification as may be necessary shall vest with the Board of Directors of the Transferee Company, which power shall be exercised reasonably in the best interests of the Transferor Company and the Transferee Company and their shareholders and which power can be exercised at any time prior to the approval of the Scheme by the NCLT.

2. Amalgamation of entire business of Nishpra Community Solutions Private Limited (Transferor Company) into Tierra Agrotech Limited (Transferee Company).

Upon the coming into effect of this Scheme and With effect from the Appointed Date, the Transferor Company, including the Undertaking of the Transferor Company, shall stand transferred to and be vested in or be deemed to have been transferred to and vested in the Transferee Company, in accordance with the provisions of Sections 230 to 232 of the Act and applicable provisions of the Income Tax Act, 1961, as a going concern, without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the

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undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme. It is clarified that without prejudice to the provisions of this Part, all of the assets and liabilities of the Transferor Company are intended to be transferred to and be absorbed by the Transferee Company upon the coming into effect of this Scheme.

Without prejudice to the generality of above Clause, with effect from the Appointed Date (to the extent applicable) and upon the coming into effect of this Scheme:

2.1. Transfer of Assets:

- 2.1.1. All the assets (net of inter-company balances) comprised in the Transferor Company of whatsoever nature and wheresoever situated, including but not limited to tax credits, MAT credit, benefits of carried forward tax losses including unabsorbed depreciation (if any) etc. shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the assets and properties of the Transferee Company,
- 2.1.2. In respect of such of the assets and properties of the Transferor Company as are immovable in nature, the same shall stand transferred by the Transferor Company and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of the Undertaking, without requiring any separate deed or instrument or conveyance for the same. In respect of such immovable properties, the Parties shall be entitled to register the true copy of the Order of the NCLT approving the Scheme with the offices of the relevant sub-registrar of assurance or similar registering authority in Telangana and any other state where immovable property of the Transferor Company is located and shall also execute and register, as required such other documents which may be necessary in this regard, including separate deeds of conveyance or deeds of assignment of lease, etc., in favour of the Transferee Company in respect of such immovable properties. All the rights of the Transferor Company in the immovable properties shall stand transferred to the Transferee Company automatically without requirement of execution of any further documents for registering the name of the Transferee Company as owner thereof and the regulatory authorities, including Sub-registrar of Assurances, Talati, Tehsildar etc. may rely on this Scheme along with the certified copy of the Order of the NCLT, to make necessary mutation entries and changes in the land or revenue records to reflect the name of the Transferee Company as owner of such immovable properties. Without prejudice to the above, with respect to the immovable properties of the Transferor Company outside the states/territory where registered office of the Parties is situated, for the limited purposes of meeting regulatory requirements, inter alia, payment of stamp duty and vesting in the Transferee Company,
- 2.1.3. In respect of such of the assets of the Transferor Company as are movable in nature or incorporeal property or are otherwise capable of transfer by mere physical delivery or by endorsement, the same shall stand transferred by the Transferor Company and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of the Undertaking, without requiring any separate deed or instrument or conveyance for the same.

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- 2.1.4. In respect of movables such as, sundry debts, receivables, bills, credits, loans and advances of the Transferor Company, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company.
- 2.1.5. All the estate, assets, rights, title, claims, interest, investments and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company, and all assets, rights, title, interest, investments and properties, of whatsoever nature and wherever situate, which are acquired by the Transferor Company on or prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company.
- 2.1.6. All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims including benefits of carried forward losses and unabsorbed depreciation, leases, tenancy rights, liberties, 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, under the provisions Of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, cost or charge be and shall stand transferred to and vest in and be deemed to be transferred to and vested in and be available to the Transferee Company. it is clarified that all the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferor Company shall remain valid, effective and enforceable on the same terms and conditions.
- 2.1.7. All tax benefits of any nature, duties, cess or any other like payments or deductions, carry forward of tax losses or unabsorbed depreciation available to the Transferor Company under Income Tax, Sales Tax, Value Added Tax, Service Tax, GST etc. or any Tax deduction/collections at source, MAT Credit, tax credits, benefits of CENVAT credits, benefits of input credits up to the Effective Date shall be deemed to have been on account of or paid by the Transferee Company and the relevant authorities shall transfer to the account of and give credit for the same to Transferee Company upon the passing of the orders by the NCLT.
- 2.1.8. The Transferor Company shall, if so required, also give notice in such form as it may deem fit and proper to the debtors, that pursuant to the sanction of this Scheme by the NCLT under and in accordance with Sections 230 to 232 and all other applicable provisions, if any, of the Act, the said debtors should pay to the Transferee Company the debt, loan or advance or make the same on account of the Transferor Company and the right of the Transferor Company to recover or realize the same stands vested in the Transferee Company.
- 2.1.9. All assets of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company and all assets and properties which are acquired

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by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme. Provided however that no onerous assets shall have been acquired by the Transferor Company after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.

2.2. Transfer of Liabilities:

- 2.2.1. All liabilities (net off inter-company balances) including all secured and unsecured debts (Whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of every kind, nature and description Whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations of the Transferor Company (herein referred to as the "Liabilities"), shall, pursuant to the sanction of this Scheme by the NCLT under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding as on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause.
- 2.2.2. Where any such debts, loans raised, liabilities, duties and obligations as on the appointed Date have been discharged or satisfied by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.
- 2.2.3. All debts, liabilities, duties and obligations of the Undertaking as on the Appointed Date, Whether or not provided in the books of the Transferor Company and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Undertaking on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.
- 2.2.4. 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 at only 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.

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2.3. Encumbrances

2.3.1. The transfer and vesting of the assets comprised in the Transferor Company in favour of and unto the Transferee Company under Clause 2.1 of Part C of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided,

- i. All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any, as on the Appointed Date and created by the Transferor Company after the Appointed Date with express written approval of the Transferee Company, over the assets comprised in the Undertaking or any part thereof shall stand transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to Liabilities of the Transferor Company, the same shall, after the Effective Date, continue to relate and attach to only 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 Encumbrances shall not relate or attach to any of the other assets of the Transferee Company, provided however that no Encumbrances shall have been created by the Transferor Company over its assets after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.
- ii. The existing Encumbrances over the assets and properties 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
- iii. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to the Transferor Company and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Company and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.
- iv. Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme. It is expressly provided that, 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,

*The provisions of this Clause 2.2 of Part C shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which*

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instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

2.4. Contracts, Deeds, etc.

- 2.4.1. Subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments of whatsoever nature or to the benefit of which the Transferor Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect by, for or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee or obligor thereto or thereunder.
- 2.4.2. All the letters of intent, requests for proposal, pre-qualifications, bid acceptances, tenders, and other instruments of whatsoever nature to which the Transferor Company is a party to or to the benefit of which the Transferor Company may be eligible, shall remain in full force and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. Upon coming into effect of this Scheme, the past track record of the Transferor Company shall be deemed to be the track record of the Transferee Company for all commercial and regulatory purposes.
- 2.4.3. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company are a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.
- 2.4.4. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall Without any further act or deed, stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall obtain relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

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## 2.5. Employees

On and from 00.00 hours of the day immediately following the Effective Date:

- 2.5.1. All the permanent employees of the Transferor Company and who are in its employment as on the Effective Date shall become the permanent employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on terms and conditions as to employment and remuneration not less favorable than those on which they are engaged or employed by the Transferor Company. It is clarified that the employees of the Transferor Company who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the employees of the Transferee Company), unless otherwise determined by the Board of Directors of the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement, if any, validly entered into by the Transferor Company with any union/employee of the Transferor Company (as may be recognized by the Transferor Company).
- 2.5.2. The existing provident fund, gratuity fund and pension and/or superannuation fund or trusts or retirement funds or benefits created by the Transferor Company or any other special funds created or existing for the benefit of the concerned permanent employees of the Transferor Company (collectively referred to as the "Funds") and the investments made out of such Funds shall, at an appropriate stage, shall be transferred to the Transferee Company to be held for the benefit of the concerned employees. The Funds shall, subject to the necessary approvals and permission and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Company or be transferred to and merged with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own fund with respect to any such Funds, the Transferee Company may, subject to necessary approvals and permissions, continue to maintain the existing Funds separately and contribute thereto, until such time as the Transferee Company creates its own funds at which time the Funds and the investments and contributions pertaining to the employees of the Transferor Company shall be transferred to such funds of the Transferee Company.

## 2.6. Legal Proceedings

On and from the Effective Date, all suits, actions, claims and legal proceedings by or against the Transferor Company pending as of the Effective Date shall be continued and / or enforced as desired by the Transferee Company and on and from the Effective Date, shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been originally instituted and/or pending and/or arising by or against the Transferee Company. On and from the Effective Date, the Transferee Company shall have the right to initiate, defend, compromise or otherwise deal with any legal proceedings relating to the Undertaking in the same manner and to the same extent as would or might have been initiated by the Transferor Company as

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For TIERRA AGROTECH LIMITED

Whole Time Director

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the case may be, had the Scheme not been made; If any suit, appeal or other proceedings of whatever nature by or against the Transferor Company be pending as of the Effective Date, the same shall not automatically abate or be discontinued or in any way be prejudicially affected by reason of the Amalgamation of the Transferor Company or by anything contained in this Scheme but the 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.

2.7. Conduct of Business till Effective Date

With effect from the Appointed Date and up to and including the Effective Date:

- 2.7.1. The Transferor Company shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of the Undertaking for the benefit of and in trust for the Transferee Company.
- 2.7.2. All the profits or income accruing or arising to the Transferor Company and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Company shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of the Transferee Company.
- 2.7.3. Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Undertaking that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company.
- 2.7.4. From the date of approval of the Scheme by the respective Boards of the Transferor Company and the Transferee Company and upto the Effective Date, the Transferor Company shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its group companies or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertaking or any part thereof save and except in each case in the following circumstances:
  - a) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the NCLT; or
  - b) if the same is permitted by this Scheme; or

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- c) if consent of the Board of Directors of the Transferee Company has been obtained for the same.

2.7.5. The Transferor Company shall not take, enter into, perform or undertake, as applicable

- (i) any material decision in relation to its business and operations;
- (ii) any agreement or transaction; and
- (iii) such other matters as the Transferee Company may notify from time to time, save and except in each case in the following circumstances;
  - a) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the; or
  - b) if the same is permitted by this Scheme; or
  - c) if consent of the Board of Directors of the Transferee Company has been obtained.

2.7.6. Without prejudice to the generality of Clause 2.7.5 of Part C referred above, the Transferor Company shall not make any change in its capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares) decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner which may, in any way, affect the Share Exchange Ratio as provided in Clause 2.11 of Part C except under any of the following circumstances;

- a) by mutual consent of the Board of Directors of the Transferor Company and of the Transferee Company; or
- b) as may be permitted under this Scheme.

2.8. Accounting Treatment in the Books of Transferee Company

Upon the coming into effect of this Scheme, the amalgamation of the Transferor company with the Transferee Company shall be accounted for as per the Acquisition Method of Accounting as prescribed in "Indian Accounting Standard (Ind AS) 103 for Business Combination" prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time

2.9. Treatment of Taxes

2.9.1. Any tax liabilities under the Income-tax Act, 1961 and all applicable indirect taxes, Wealth Tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, the applicable Revenue Statute of the respective State, Central Sales Tax Act, 1956, any other state Sales Tax / Value Added Tax laws, service tax, luxury tax, Goods and Services Tax (GST) stamp laws or other applicable laws/ regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company.

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2.9.2. All taxes (including income tax & all indirect Taxes wealth tax, sales tax, excise duty, customs duty, service tax, GST, luxury tax, VAT, etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, insofar as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, excise duty, customs duty, service tax, GST, luxury tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business in respect of the Undertaking on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.

2.9.3. Any refund under the Tax Laws due to the Transferor Company consequent to the assessments made on 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.

2.9.4. Without prejudice to the generality of the above, all benefits including that of withholding tax (TDS) under the income tax, MAT credit under the Income Tax Act 1961 Sales Tax, Excise Duty, Customs Duty, Service Tax, Luxury Tax, VAT, carried forward tax losses (whether business losses or losses under any other head of income), unabsorbed depreciation, other allowances, exemptions or benefits under the tax laws, to which the Transferor Company are entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.

#### 2.10. Saving of Concluded Transactions

Subject to the terms of this Scheme, the Amalgamation of the Transferor Company into and with the Transferee Company including the transfer and vesting of the Undertaking of the Transferor Company in the Transferee Company under Clause 1 and 2 of Part C 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 the Effective Date, 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.

#### 2.11. Issue of New Equity Shares by Transferee Company to the shareholders of the Transferor Company.

2.11.1. Upon coming into effect of this Scheme and in consideration of the Amalgamation of the Transferor Company into and with the Transferee Company including transfer and vesting of the undertaking of the Transferor Company in the Transferee Company, in terms of this Scheme, the Transferee Company shall without any further application or deed, be required to issue and allot to the shareholders of the Transferor Company whose names are recorded in the register of members as a member of the Transferor Company on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of the Transferee Company, 84 (Eighty Four) equity Shares of face Value Rs.2/- each in the Transferee Company be

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credited as fully paid-up, for every 10 (Ten) equity shares of the face value of Rs. 10/- each fully paid-up held by such member in the Transferor Company ("Share Exchange Ratio"). The Transferee Company Shares to be issued by the Transferee Company to the shareholders of the Transferor Company in accordance with this Clause shall be hereinafter referred to as "New Equity Shares" as against the recommended swap ratio of 84 (Eighty Four) equity Shares of face Value Rs.2/- each in the Transferee Company be credited as fully paid-up, for every 10 (Ten) equity shares of the face value of Rs. 10/- each fully paid-up held by such member in the Transferor Company on the basis of Valuation Report dated 12<sup>th</sup> January, 2026 to protect the interest of the public shareholders of the Transferee Company and to comply with the provisions of clause 3(b) of SEBI Circular SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023.

Upon the issuance of shares as per the above swap ratio, the resultant shareholding pattern of the Transferee Company, upon Amalgamation would be as follows;

Name of the shareholders	No of shares	Resultant shareholding (%)
New Promoters and Promoters group	6,28,83,475	23.54
Public and others	19,05,44,379	71.33
Old Promoters	1,37,00,428	05.13
Total	26,71,28,282	100.00

2.11.2. Ranking: The New Equity Shares of the Transferee Company shall rank pari passu with the existing shares of the Company.

2.11.3. Fractional Shares: Entitlement of any fractional shares to the shareholders of the Transferor Company upon issue and allotment of the New Equity Shares by the Transferee Company, shall be dealt and given effect to in accordance with Clause 2.6 of Part D of his Scheme.

2.11.4. Classification of Promoters of the Transferor Company and the Transferee Company Upon the Scheme becoming effective:

Upon the sanction of the Scheme of Amalgamation by NCLT, Hyderabad and the Scheme becoming effective and on allotment of shares to the shareholders of the Transferor Company, the Promoter Shareholders of the Transferor Company shall become the Promoter Shareholders of the Transferee Company. The allotment and change in management shall be pursuant to and is an integral part of the Scheme and such change being pursuant to the Scheme of Amalgamation under section 230 to 232 of the Companies Act, 2013 and being exempt under Regulation 10 of the SEBI (SAST) regulations, 2011 shall not trigger the open offer requirement under Regulation 3 and/or 4 of the SEBI (SAST) Regulation, 2011.

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2.11.5. Amendment to the Object Clause of Memorandum of Association of the Transferee Company

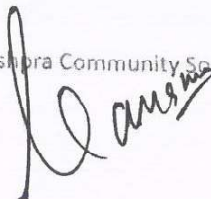
The Main Objects of the Transferee Company i.e., Clause 3(a) of Memorandum of Association of the Transferee Company post the scheme of Amalgamation shall be as follows:

1. To develop, identify, validate, produce, process, license and in and outsource various agricultural, bio-technology and Nano-technology related technologies within or outside India.
2. To develop, grow, raise, produce, process, manufacture, prepare, refine, extract, hydrolyze, deodorise, grind, bleach, hydrogenate, import, export or otherwise deal in all kinds of Seeds, Hybrid Seeds and fertilizers, herbicides, pesticides, insecticides, fungicides, rodenticides, weedicides, Bio Fertilizers, Bio-pesticides, Bio spares and all necessary farm equipments.
3. To develop, establish, maintain and aid in the development, establishment and maintenance of Seed farms, research laboratories, research farms, seed testing laboratories, technology centres, Cold chains consisting cold storage, storage chambers, ice plants, godowns, warehouses, refrigerators, freezing houses, room coolers, refrigerated containers, processing centres, transporting, marketing centres, green houses, processing and distribution centres, and stores of all kinds of seeds produce or products, and to purchase, buy or otherwise acquire, develop establish, maintain improve, sell or otherwise deal in farms, agricultural lands, urban or rural agricultural property.
4. To provide and arrange for technical consultancy, training, education, to conduct programmes, aid and advice to any person in respect of any matters connected with Seed and other Agricultural Businesses.
5. To carry on the business of processing, manufacturing, distributorship, broker, factors, stockiest, importer and otherwise deal in all kinds of organic and inorganic foods and all the basic essentials item of consumers.
6. To carry on the business of buying, selling, reselling, importing, exporting, transporting, storing, developing, promoting, marketing or supplying, trading, dealing in any manner whatsoever in all type of goods on retail as well as on wholesale basis in India or elsewhere
7. To be a social commerce platform, which is tailored to cater to the daily essential needs of low income households in India targeting non metropolitan cities and the rural population of India.

2.11.6. Change of name of the Company

Upon the Scheme becoming effective, with effect from the Appointed Date, there shall be no change in the Name of the Transferee Company.

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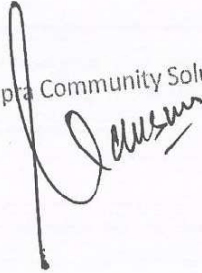
Whole Time Director



2.11.7. Dissolution of the Transferor Company

Upon the Scheme coming into effect, the Transferor Company shall, without any further act, instrument or deed undertaken by the Transferor Company or the Transferee Company, stand dissolved without winding up pursuant to the order of the NCLT sanctioning- the Scheme.

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Director

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Whole Time Director

**Part D**  
**General terms and conditions applicable to this Scheme.**

**1. Combination of the Authorized Share Capital**

As an integral part of the Scheme and upon the Scheme coming into effect on the Effective Date, the authorized share capital of the Transferor Company, comprised of Equity Shares of Rs.10 (Indian Rupee Ten) each shall stand transferred, merged and combined with the authorized equity share capital of the Transferee Company. Upon the Scheme coming into effect, the authorized share capital of the Transferee Company in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced by the authorized share capital of Transferor Company without requirement of any further act, instrument or deed on the part of the Transferee Company, including payment of stamp duty and fees payable to Registrar of Companies (to the effect that the Transferee Company shall be entitled to the credit of stamp duty and fees already paid by the Transferor Company) and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under sections 9, 13, 14, 61, 64 or any other provision of the Act, would be required to be separately passed. For this purpose, the filing fees and stamp duty already paid by the Transferor Company on their respective authorized share capital shall be utilized 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 authorized share capital and accordingly, the Transferee Company shall not be required to pay any fees / stamp duty on the authorized share capital so increased.

Accordingly, in terms of this Scheme, the authorized share capital of the Transferee Company shall stand enhanced to an amount of Rs. 113,00,00,000 divided into 56,50,00,000 equity shares of Rs. 2/- each.

In addition to the increase in the Authorized Share Capital of Tierra Agrotech Limited caused by credit of the Authorized Share Capital of the Transferor Company as mentioned above of this Scheme, the Authorized Share Capital of Tierra Agrotech Limited shall be further increased and reorganized, in the manner mentioned below, to cover the fresh issue of equity shares issued by Tierra Agrotech Limited, the Transferee Company to the equity shareholders of the Transferor Company in terms of Clause 2.11 of Part C of this Scheme:

The Authorized Share Capital of Tierra Agrotech Limited shall be increased and reorganized from Rs. 96,00,00,000/- (Rupees Ninety Six Crores only) divided into Rs.88,50,00,000 comprising of 8,85,00,000 equity Shares of Rs. 10/- (Rupees Ten) each and Rs.7,50,00,000 comprising of 75,00,000 Preference Shares of Rs. 10/- (Rupees Ten) to Rs. 113,00,00,000 divided into 56,50,00,000 equity shares of Rs. 2/- each.

In consequence of the increase in the Authorised Share Capital, as mentioned above, following new **Clause 5 of the Memorandum of Association** and **Clause 5 of the Articles of Association** of the Transferee Company shall on the Effective Date stand substituted to read as follows:

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Director

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Altered Capital clause of the Memorandum of Association of the Transferee Company:

- 5 The Authorized Share Capital/ of the Company is Rs. 113,00,00,000 divided into 56,50,00,000 equity shares of Rs. 2/- each , with power to increase and reduce the capital of the company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company."

Altered Capital clause of the Articles of Association of the Transferee Company:

- 5 The authorized share capital of the Company shall be in accordance with Clause 5 of the Memorandum of Association of the Company with such rights, privileges and conditions respectively attached thereto as may be from time to time conferred by the Regulations of the Company, and the Company may in its general meeting from time to time increase or reduce its capital and divide the shares in the capital for the time being into several classes, consolidate or sub-divide the shares and attach thereto respectively such preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company or the Companies Act, 2013 and the rules issued thereunder and vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of Association of the Company and the legislative provisions for the time being in force in that behalf.

After the consolidation of the authorized share capital of the Transferor Company with the authorized share capital of the Transferee Company in terms of clause 2.11 of Part C of this Scheme would be as follows: -Particulars	Amt in INR
Authorized Share Capital:	
56,50,00,000 equity shares of Rs. 2/- each	Rs. 113,00,00,000
Total	Rs. 113,00,00,000

2. Pending transfers, Issue of New Equity Shares and Issuance Mechanics

- 2.1. In the event there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of the Transferee Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, as the case may be, to effectuate such a transfer as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor of the shares in the Transferor Company and in relation to the shares issued by the Transferee Company, after the effectiveness of the Scheme. The Board of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of implementation of this

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Scheme and registration of new shareholders in the Transferee Company on account of difficulties faced in the transition period.

- 2.2. Where New Equity Shares of the Transferee Company are to be allotted to heirs, executors or administrators, as the case may be, to successors of deceased equity shareholders or legal representatives of the equity shareholders of the Transferor Company, the concerned heirs, executors, administrators, successors or legal representatives shall be obliged to produce evidence of title satisfactory to the Board of the Transferee Company.
- 2.3. The New Equity Shares of the Transferee Company allotted and issued in terms of Clause 2.11 of Part C above, shall be listed and/or admitted to trading on the BSE. The New Equity Shares of the Transferee Company shall, however, be listed subject to the Transferee Company obtaining the requisite approvals from the stock exchange on which the securities of Transferee Company are listed and SEBI pertaining to the listing of the New Equity Shares of the Transferee Company. The Transferee Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with Applicable Laws for complying with the formalities of BSE.
- 2.4. The New Equity Shares of the Transferee Company to be allotted and issued to the shareholders of the Transferor Company as provided in Clause 2.11 of Part C above shall be subject to the provisions of the memorandum and articles of association of the Transferee Company and shall rank pari passu in all respects with the then existing equity shares of the Transferee Company after the Effective Date including in respect of dividend, if any, that may be declared by the Transferee Company on or after the Effective Date.
- 2.5. The Transferee Company shall complete all formalities, as may be required, for allotment of the New Equity Shares to the shareholders of the Transferor Company as provided in this Scheme within thirty (30) days from the Effective Date. It is clarified that the issue and allotment of New Equity Shares by the Transferee Company to the shareholders of the Transferor Company as provided in the Scheme, is an integral part thereof and shall be deemed to have been carried out without requiring any further act on the part of the Transferee Company or its shareholders and as if the procedure laid down under Section 62 or any other provisions of the Act as may be applicable, and such other statutes and regulations as may be applicable were duly complied with.
- 2.6. If any shareholder becomes entitled to any fractional shares, entitlements or credit on the issue and allotment of the New Equity Shares by the Transferee Company in accordance with Clause 2.11 of part C above, the Board of the Transferee Company shall consolidate all such fractional entitlements and shall round up the aggregate of such fractions to the next whole number and issue consolidated New Equity Shares to a trustee nominated by the Transferee Company (the "Trustee"), who shall hold such New Equity Shares with all additions or accretions thereto in trust for the benefit of the respective shareholders, to whom they belong and their respective heirs, executors, administrators or successors for the specific purpose of selling such equity shares in the market at such price or prices and on such time or times within ninety (90) days from the date of allotment, as the Trustee may in its sole discretion decide and on such sale, pay to the Transferee Company, the net sale proceeds (after deduction of applicable taxes and costs incurred) thereof and any additions and accretions, whereupon the

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Whole Time Director



Transferee Company shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of the Transferor Company in proportion to their respective fractional entitlements.

- 2.7. In the event that the Parties restructure their equity share capital by way of share split/consolidation/issue of bonus shares during the pendency of the Scheme, the Share Exchange Ratio and the stock options, shall be adjusted accordingly to take into account the effect of any such corporate actions.
- 2.8. Subject to Applicable Laws, the New Equity Shares that are to be issued in terms of this Scheme shall be issued in dematerialized form. The register of members maintained by the Transferee Company and/ or, other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and registrar and transfer agent in terms of Applicable Laws shall (as deemed necessary by the Board of the Transferee Company) be updated to reflect the issue of the New Equity Shares in terms of this Scheme. The shareholders of the Transferor Company who hold equity shares in physical form should provide the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required, to the Transferee Company, prior to the Record Date to enable it to issue the New Equity Shares. However, if no such details have been provided to the Transferee Company by the equity shareholders holding equity' shares of the Transferor Company in physical form on or before the Record Date, the Transferee Company shall deal with the relevant equity shares in such manner as may be permissible under the Applicable Law.
- 2.9. The shares allotted pursuant to the Scheme shall remain frozen in the depositories system until listing/trading permission is given by the BSE Limited, as the case may be.
- 2.10. Upon the coming into effect of this Scheme and upon the New Equity Shares of the Transferee Company being allotted and issued by it to the shareholders of Transferor Company Whose names appear on the register of members as a member of the Transferor Company on the Record Date or whose names appear as the beneficial owners of the equity shares of the Transferor Company in the records of the depositories/register of members, as the case may be, as on the Record Date, the equity shares of Transferor Company; both in electronic form and in the physical form, shall be deemed to have been automatically cancelled and be of no effect on and from the Record Date. Wherever applicable, Transferee Company may, instead of requiring the surrender of the share certificates of Transferor Company, directly issue new shares in Demat to the respective shareholders.
- 2.11. The New Equity Shares to be issued by the Transferee Company pursuant to Clause 2.11 of Part C above in respect of such equity shares of the Transferor Company, the allotment or transfer of which is held in abeyance under Applicable Law shall, pending allotment or settlement of dispute by order of the appropriate court or otherwise, also be kept in abeyance in like manner by the Transferee Company.
- 2.12. The New Equity Shares to be issued by the Transferee Company in lieu of the shares of the Transferor Company held in the unclaimed suspense account of the Transferor Company shall be issued to a new unclaimed suspense account created for shareholders of the Transferor Company. The shares to be issued by the Transferee Company in lieu of the shares of the



Transferor Company held in the investor education and protection fund authority shall be issued to investor education and protection fund authority for the benefit of relevant shareholders of the Transferee Company.

### 3. Validity of Existing Resolutions, Etc.

Upon the coming into effect of this Scheme, the resolutions including all approvals under Sections 42, 62(1)(a), 180, 185, 186, 188 etc., of the Act, read with the rules and regulations made thereunder, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

### 4. Declaration of Dividend

- 4.1. During the period between the Appointed Date and up to and including the Effective Date, the Transferor Company shall not declare and pay any dividend to its shareholders, whether interim or final, out of its profits and available cash, without obtaining prior approval of the Transferee Company.
- 4.2. For the avoidance of doubt, it is hereby declared that nothing in the Scheme shall prevent the Transferee Company from declaring and paying dividends, whether interim or final, to its equity shareholders as on the Record Date for the purpose of dividend and the shareholders of the Transferor Company shall not be entitled to dividend, if any, declared by the Transferee Company prior to the Effective Date.
- 4.3. For the avoidance of doubt, it is also clarified that the aforesaid provisions in respect of declaration of dividends of the Transferor Company and the Transferee Company are enabling provisions only and shall not be deemed to confer any right on any member of the respective companies to demand or claim dividend which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors of the respective companies.

### 5. Modification of Scheme.

- 5.1. Subject to approval of NCLT or other Competent Authority if required under Applicable Law, the Transferor Company and the Transferee Company (acting jointly) by their respective Board of Directors or any director/executives or any committee authorised in that behalf (hereinafter referred to as the "Delegate") may jointly assent to, or make, from time to time, any modification(s) or addition(s) to this Scheme which the NCLT or other Competent Authority, as the case may be or any authorities under law may deem fit to approve of or may impose and Which the Board of Directors of the Transferor Company and the Transferee Company may in their discretion accept, such modification(s) or addition(s) as the Board of Directors Of the Transferor Company and the Transferee Company as the case may be, their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme. The Transferor Company and the

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Director



Transferee Company by their respective Boards of Directors or Delegates are authorized to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible in law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme. The consent given by the shareholders, and creditors of the respective Companies shall be deemed to include their approval for any modifications, amendments or alteration to the scheme as may be required or directed by any statutory authority or Regulatory body or by the board of directors of the respective Companies and no separate express consent shall be required or necessitate to carry out any such modification by the board of directors of respective Companies.

6. For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Delegates (acting jointly) of the Transferor Company and Transferee Company may give and are authorized to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision Of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders or depositors, if any of the Transferor Company) or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, *as the case may be*, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme. For the avoidance of doubt it is clarified that where this Scheme requires the approval of the Board of Directors of the Transferor Company or the Transferee Company to be obtained for any matter, the same may be given through their Delegates.

7. Filing of Applications

The Transferor Company and the Transferee Company shall use their best efforts to make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act, before the NCLT or other Competent Authority, as the case may be having jurisdiction for sanction of this Scheme under the provisions of law, and shall apply for such approvals as may be required under law.

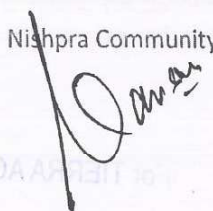
8. Approvals

*The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to own the Undertaking and to carry on the business of the Transferor Company.*

9. Scheme Conditional upon Sanctions, Withdrawals etc.

This Scheme is conditional upon and subject to:

Nishpra Community Solutions Pvt. Ltd.



Director

For TIERRA AGROTECH LIMITED

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Whole Time Director



- 9.1 The Scheme being agreed to by the requisite majority of the respective classes of members and / or creditors (where applicable) of the Transferor Company and of the Transferee Company as required under the Act, SEBI Circulars and the requisite approval of the NCLT being obtained. The members and/or creditors (where applicable) of the Transferor Company and of the Transferee Company shall be provided the facility of e- voting, if and as required by Applicable Laws in relation to voting on the Scheme;
- 9.2. The Scheme being approved by the public shareholders through e-voting in terms of Part—I of SEBI Master circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 and the scheme shall be acted upon only if vote cast by the public shareholders in favor of the proposal are more than the number of votes cast by the public shareholders against it; and
- 9.3. Receipt of no-objection letters by the Parties from the BSE in accordance with the SEBI( Listing Obligations and Disclosure Requirement) Regulations, 2015 and the SEBI Circulars in respect of the Scheme (prior to filing the Scheme with the Competent Authority as well as following approval of the Scheme by the Competent Authority), which shall be in form and substance acceptable to the Parties, each acting reasonably and in good faith;
- 9.4. The certified copies of the orders of the NCLT sanctioning this Scheme being filed with the Registrar of Companies.
- 9.5. Without prejudice to the above, the Parties (jointly and not severally) shall be at liberty to withdraw the Scheme at any time as may be mutually agreed by respective Boards of the Parties, prior to the date on which this Scheme comes into effect.

**Effect of Non-Receipt of Approvals:**

- i. In the event of any of the said sanctions and approvals referred to in Clause 8 not being obtained and/ or the Scheme not being sanctioned by the NCLT or such other appropriate authority, if any, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law and agreed between the respective parties to this Scheme. Each Party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme unless otherwise mutually agreed.

**10. Costs, Charges, Expenses and Stamp Duty**

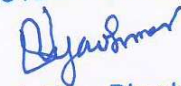
All costs, charges and expenses (including any taxes and duties) incurred or payable by the Transferor Company and the Transferee Company in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Company with the Transferee Company in pursuance of this Scheme, including stamp duty on the orders of the NCLT or other Competent Authority, as the case may be, if any and to the extent applicable and payable, shall be borne and paid by the respective Parties till the Effective Date. Upon this Scheme coming into effect on the Effective Date, all costs, charges and expenses (including any taxes and duties) incurred or payable in relation to or in connection

Nishpa Community Solutions Pvt. Ltd.



Director

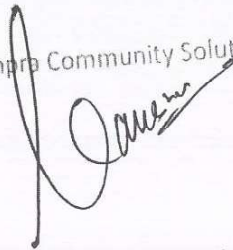
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For TIERRA AGROTECH LIMITED  
  
Whole Time Director



with this Scheme and incidental to the completion of the amalgamation of the Transferor Company with the Transferee Company in pursuance of this Scheme, including stamp duty on the orders of the NCLT or other Competent Authority, as the case may be, if any and to the extent applicable and payable, shall be borne and paid by the Transferee Company and shall be accounted for in accordance with the provisions of applicable Accounting Standard notified under Section 133 of the Companies Act, 2013.

Nishara Community Solutions Pvt. Ltd.



Director

For TIERRA AGROTECH LIMITED



Whole Time Director