

[Pursuant to Section 233 and rule 25(5)]

No.3(Tel)/No.37/CAA-11/2024/(RD(SER))/Sec.233 of CA 2013

Filed in e-Form RD-1 vide SRN: AB2187287 dated 17.12.2024

Confirmation Order of Scheme of Amalgamation

BETWEEN

TIERRA SEED SCIENCE PRIVATE LIMITED

(Transferor Company of Telangana)

AND

TIERRA AGROTECH LIMITED

(Transferee Company of Telangana)

Pursuant to the provisions of Section 233 of the Companies Act, 2013, the Scheme of amalgamation of TIERRA SEED SCIENCE PRIVATE LIMITED (Transferor Company of Telangana, having CIN: U01403TG2012PTC078361) with TIERRA AGROTECH LIMITED (Transferee Company of Telangana having CIN: L01119TG2013PLC090004) approved by their respective members and creditors as required under section 233(1)(b) and (d) of the Companies Act, 2013, is hereby confirmed subject to the following conditions:

- (1) That the Transferee Company shall pay the difference of fee and stamp duty payable on increase of authorised capital after setting off fees paid by the Transferor Company on their authorised capital prior to its merger with Transferee Company in compliance with the provisions of Section 233 (11) of the Companies Act, 2013 and
- (2) The Transferor Company and the Transferee Company shall ensure the statutory compliances of all applicable laws and also on sanctioning of the present scheme, the Companies shall not be absolved of any of its statutory liability in any manner.
- (3) The scheme is considered with Appointed Date as 01.04.2024.

A copy of the approved scheme is attached to this order.

Encl: As above

Date: 11.02.2025

Place : Hyderabad



Richa Kukreja

ऋचा कुक्रेजा/ RICHAKUKREJA
कार्यालय क्षेत्रीय निदेशक (एस.ई.आर.)/
REGIONAL DIRECTOR(S.E.R.)
हैदराबाद /HYDERABAD

**SCHEME OF AMALGAMATION
UNDER SECTIONS
233 OF THE COMPANIES ACT, 2013**

AND

ALL OTHER APPLICABLE PROVISIONS OF THE SAID ACT

BETWEEN

**TIERRA SEED SCIENCE PRIVATE LIMITED
(TRANSFEROR COMPANY)**

AND

**TIERRA AGROTECH LIMITED
(TRANSFeree COMPANY)**

AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

A. PREAMBLE OF THE SCHEME

This Scheme of amalgamation is presented under Section 233 and other applicable provisions of the Companies Act, 2013 and the rules made thereunder including any statutory modifications or re-enactments thereof, if any, and provides for the Amalgamation of Tierra Seed Science Private Limited (hereinafter referred to as the "Transferor Company") with Tierra Agrotech Limited (hereinafter referred to as the "Transferee Company") on a going concern basis and the consequent cancellation of equity shares held by the Transferee Company in the Transferor Company and the dissolution of the Transferor Company without winding up.

The Scheme also provides for various other matters consequential to or otherwise integrally connected with the above in the manner provided for in this Scheme.

B. DESCRIPTION OF THE COMPANIES

1.1 TIERRA SEED SCIENCE PRIVATE LIMITED (TRANSFEROR COMPANY)

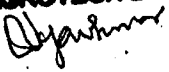
Tierra Seed Science Private Limited, is a Private Limited Company incorporated on 02nd January, 2012 (Second day of January, Two thousand and twelve) in the State of Andhra Pradesh now Telangana. The present Corporate Identification Number (CIN) of the Company is U01403TG2012PTC078361. (herein after referred to as the "Transferor Company").

The registered office of the company is presently situated at 1st Floor, Sravana Complex, Kamalapuri Colony Lane Next to L.V.Prasad Hospital, Road.No.2, Banjara Hills, Hyderabad, Khairatabad, Telangana, India, 500034

The present main objects of the company are as follows:

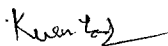
1. To develop, grow, raise, process, manufacture, prepare, reline, extract, hydrolyze, deodorise, grind, bleach, hydrogenate, import, export or otherwise deal in all kinds of seeds, Hybrid Seeds and fertilizers, pesticides, insecticides, fungicides, rodenticides, weedicides, Bio Fertilizers, Bio spares and all necessary farm equipments.

For TIERRA AGROTECH LIMITED


Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED


Director



KUSUM YADAV, I.C.L.S

सहायक निदेशक / Assistant Director

**उपसंचालक कार्य मंत्रालय / Ministry of Corporate Affairs
भारत सरकार / Govt. of India**

क्षेत्रीय निदेशक (ए.यू.डी.) / Regional Directorate (SER)

हैदराबाद, तेलंगाना &C / Hyderabad, Telangana &C

The authorized, issued, subscribed and paid-up share capital of Tierra Seed Science Private Limited as on 01st April, 2024 is as follows:

Particulars	Amount (in Rs.)
Authorized Share Capital	
1,00,00,000 Shares of Rs. 10 each	10,00,00,000
Total	10,00,00,000
Issued, Subscribed and Paid up Capital	
20,61,857 Equity Shares of Rs. 10 each	2,06,18,570
60,00,000 Preference shares of Rs.10 each	6,00,00,000
Total	8,06,18,570

All the Equity Shares issued by the Transferor Company as above, are held by the Transferee Company and its nominees. Accordingly, the Transferor Company is a wholly owned subsidiary of the Transferee Company.

Subsequent to 01st April, 2024, the following are the changes in the share capital of the Transferor Company.

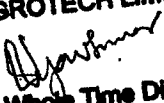
- Increase of Authorised Share Capital from Rs.10,00,00,000 divided into 25,00,000 equity shares of Rs.10/- each and 75,00,000 preference shares of Rs.10/- each to Rs. 16,00,00,000 divided into 85,00,000 equity shares of Rs.10/- each and 75,00,000 preference shares of Rs.10/- pursuant to the resolution passed by the shareholders in their Extra Ordinary General Meeting held on 08th May, 2024
- Allotment of 60,00,000 (Sixty Lakhs Only) Equity shares of Rs.10/- each at a price of Rs.30/- to its Holding Company "Tierra Agrotech Limited" on Rights Issue basis vide Board resolution dated 09th May, 2024.
- Partial Redemption of 43,33,333 preference shares of Rs.10/- to the respective preference shareholders at a redemption price of Rs.30 per share vide Board resolution dated 09th May, 2024.
- Partial Redemption of 15,00,000 preference shares of Rs.10/- to the respective preference shareholders at a redemption price of Rs.30 per share vide Board resolution dated 03rd July, 2024.
- Redemption of 1,66,667 preference shares of Rs.10/- to the respective preference shareholders at a redemption price of Rs.30 per share vide Board resolution dated July 14, 2024.

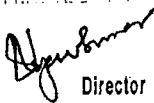
Therefore, post the redemption of above mentioned preference shares the current paid up equity capital of the Company as on date is Rs.8,06,18,570.

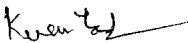
1.2 **TIERRA AGROTECH LIMITED (TRANSFEREE COMPANY)**

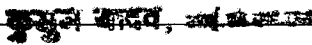
Tierra Agrotech Limited, is a Public Limited Company incorporated on 13th September, 2013 (thirteenth Day of September, Two Thousand and Thirteen) in the State of Andhra Pradesh now Telangana. The present Corporate Identification Number (CIN) of the Company is L01119TG2013PLC090004 (hereinafter referred to as the "Transferee Company").

The registered office of the company is presently situated at 01st Floor, Sravana Complex, Kamalapuri Colony, Next to LV Prasad Hospital, Road No – 2, Banjara Hills, Hyderabad, Telangana – 500034.

For TIERRAAGROTECH LIMITED

Whole Time Director


Director




KUSUM YADAV, I.C.L.S
असहायक निदेशक / Assistant Director
कorporate कार्य मंत्रालय / Ministry of Corporate Affairs
भारत सरकार / Govt. of India
क्षेत्रीय निदेशक (ए.ए.ए.) / Old Regional Director (MCA)
हैदराबाद, तेलंगणा &C / Hyderabad, Telangana &C

The present main objects of the company are 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 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.

The authorized, issued, subscribed and paid-up share capital of Tierra as on 1st April, 2024, is as follows:

Particulars	Amount (in Rs.)
Authorized Share Capital	
8,00,00,000 Equity Shares of Rs. 10 each	80,00,00,000
Total	80,00,00,000
Issued, Subscribed and Paid up Capital	
5,59,32,378 Equity Shares of Rs. 10 each	55,93,23,780
Total	55,93,23,780

Subsequent to 01st April, 2024, there has been change in the share capital of the Transferee Company.

Pursuant to the Rights Issue the Board has allotted 96,61,315 Equity Shares of Rs.10/- per share (face value) vide Board Resolution dated 02nd May, 2024 due to which the current paid up equity capital of the Company as on date is Rs.65,59,36,930.

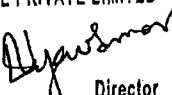
C. **RATIONALE, OBJECTIVE & PURPOSE OF THE SCHEME**

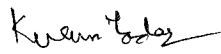
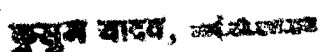
- 1.1 The Transferor Company and the Transferee Company are engaged in similar businesses. The business of the Transferor Company can be combined and carried on in conjunction with the business of the Transferee Company more conveniently and advantageously.

For TIERRAAGROTECH LIMITED


Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED


Director


कुसुम यादव, 
KUSUM YADAV, I.C.I.S
उपस्थान निदेशक / Assistant Director
कृषि विभाग / Ministry of Agriculture
आर.डी. / R.D.
राज्य निदेशक (कृषि) / State Director (Agriculture)
नियंत्रण, क्षेत्रीय / Regional Control

In the circumstances, it is considered desirable and expedient to now amalgamate the Transferor Company with the Transferee Company in the manner and on the terms and conditions stated in the Scheme of Amalgamation.

The other benefits and advantages of the amalgamation are, inter alia, as follows:

- The amalgamation will enable the Transferee Company to integrate the business of the Transferor Company with itself more completely for carrying on the same more effectively and beneficially and deriving the utmost value therefrom.
- The combined business of the amalgamated entity will be carried on more efficiently and economically pursuant to the amalgamation as a result, inter alia, of pooling and more effective utilisation of the combined resources of the said company, reduction in overheads, costs and expenses, economies of scale, elimination of duplication of work and rationalization and reduction of compliance requirements which will be facilitated by and follow the amalgamation.
- This amalgamation would bring concentrated management focus, integration, streamlining of the management structure, seamless implementation of policy changes and shall also help enhance the efficiency and control of the Transferor Company and the Transferee Company.
- The amalgamation will enable greater realisation of the potential of the business of the Transferor Company and the Transferee Company in the amalgamated entity.

D. SCOPE OF THE SCHEME

The Scheme of Amalgamation provides for:

- 1.1 Amalgamation of Tierra Seed Science Private Limited into Tierra Agrotech Limited
- 1.2 Various other matters consequential to or otherwise integrally connected with the above in the manner provided for in the Scheme.
- 1.3 This Scheme of Amalgamation has been drawn up to comply with the conditions as specified under Section 2(1B) of Income Tax Act, 1961, such that:
 - a) All the properties of the Transferor Company, immediately before the amalgamation, shall become the properties of the Transferee Company, by virtue of amalgamation; and
 - b) All the liabilities of the Transferor Company, immediately before the amalgamation, shall become the liabilities of the Transferee Company, by virtue of amalgamation.
- 1.4 Since the Transferee Company is the sole shareholder of the Transferor Company, the shares of the Transferee Company in the Transferor Company will stand cancelled as a result of amalgamation.
- 1.5 If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification shall however not affect other parts of the Scheme.

For TIERRAAGROTECH LIMITED


Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED


Director



KUSUM YADAV, I.C.L.S

अध्यक्ष निदेशक / Assistant Director

कorporate कार्य संचालक / Ministry of Corporate Affairs
भारत सरकार / Govt. of India

वैदेशी निदेशक (कानून) / Chartered Secretaries (India)
हैदराबाद, तेलंगाना ५००००८ / Hyderabad, Telangana 500008

E. PARTS OF THE SCHEME

This Scheme of Amalgamation is explained by dividing it into the following parts:

Part I : Deals with definitions

Part II : Deals with the amalgamation of the Transferor Company with the Transferee Company.

Part III : Deals with the general terms and conditions applicable to this Scheme.

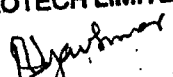
PART I

1. DEFINITIONS

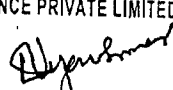
In this Scheme, unless repugnant to the subject or meaning or context thereof, the following expressions shall have the meaning attributed to them as below:

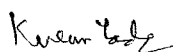
- 1.1 **"ACT"** means the Companies Act, 2013 read and shall include any statutory modification or re-enactment thereof and the rules and regulations made hereunder, for the time being in force and references to sections of the Act shall be deemed to mean and include reference to sections enacted in modification or replacement thereof.
- 1.2 **"AMALGAMATION"** means the blending of Tierra Seed Science Private Limited into Tierra Agrotech Limited i.e. amalgamation of the transferor company into the transferee company.
- 1.3 **"APPLICABLE LAW(S)"** means any statute, notification, bye-laws, rules, regulations, guidelines or common law, policy, code, directives, ordinance, Schemes, notices, orders or instructions enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force.
- 1.4 **"APPOINTED DATE"** means 1st April, 2024 (First day of April, Two Thousand and Twenty-Four) or such other date as may be approved by the Regional Director, South Eastern Region or the Hon'ble National Company Law Tribunal, Hyderabad Bench or National Company Law Appellate Tribunal or such other competent authority having jurisdiction to sanction the Scheme. The Appointed Date shall be the effective date and the Scheme shall be deemed to be effective from the Appointed Date.
- 1.5 **"BOARD" OR "BOARD OF DIRECTORS"** in relation to the Transferor Company and the Transferee Company, as the case may be, means the Board of Directors of the respective companies and includes any Committee of Directors or any person authorized by the Board of Directors or such Committee of Directors.
- 1.6 **"CENTRAL GOVERNMENT"** means the office of the Regional Director, Ministry of Corporate Affairs, South East Region having its office at 3rd Floor, Corporate Bhawan, Bandlaguda, Nagole, Tattiannaram Village, Hayat Nagar Mandal, Ranga Reddy District, Hyderabad-500068 in the State of Telangana.
- 1.7 **"CONFIRMATION ORDER"** means order sanctioning the scheme issued by the Central Government or National Company Law Tribunal (NCLT) as the case may be, under Section 233 of the Act.
- 1.8 **"GOVERNMENTAL AUTHORITY"** means any applicable Central, State or Local Government, Legislative Body, Regulatory or Administrative Authority, Registrar of Companies, office of the Official Liquidator, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction.

For TIERRAAGROTECH LIMITED


Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED


Director



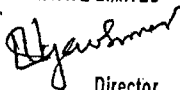
कुसुम यादव, ज.स.ल.स.
KUSUM YADAV, I.C.L.S
सहायक निदेशक / Assistant Director
कorporate कार्य मंत्रालय / Ministry of Corporate Affairs
भारत सरकार / Govt. of India
देशीय निदेशक (प.प.प.) / Chief Regional Director (P.P.P.)
हयत नगर, रंग रेड्डी जिला / Hayat Nagar, Ranga Reddy District

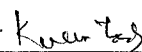
- 1.9 **"GST REGULATIONS"** means applicable provisions of the Central Goods and Services Tax Act, 2017 and/or the Integrated Goods and Services Tax Act, 2017 and/or respective State Goods and Services Tax Act and/or the Union Territory Goods and Services Tax Act, 2017 along with the applicable rules made thereunder.
- 1.10 **"IT ACT"** means the Income-tax Act, 1961.
- 1.11 **"OFFICIAL LIQUIDATOR" or "OL"** means Official Liquidator, Hyderabad having jurisdiction over the States of Telangana and Andhra Pradesh.
- 1.12 **"REGIONAL DIRECTOR" or "RD"** means Regional Director, South East Region, at Hyderabad having jurisdiction over the States of Telangana, Karnataka and Andhra Pradesh.
- 1.13 **"REGISTRAR OF COMPANIES"** means the Registrar of Companies at Hyderabad for the State of Telangana.
- 1.14 **"SCHEME" OR "SCHEME OF AMALGAMATION"** means this Scheme of Amalgamation in its present form or with any modification(s) in accordance with the provisions hereof, imposed or approved or directed by the Board of Directors of the Transferor Company and the Transferee Company or by the members or creditors of the Companies involved and /or any other appropriate authority.
- 1.15 **"SHAREHOLDERS"** means the persons registered (whether registered owner of the shares or beneficial owner of the shares) as holders of equity shares of concerned Company as the context may require. The word **"Shareholder"** and **"member"** are used to denote the same meaning and are used interchangeably.
- 1.16 **"TRANSFEROR COMPANY"** means Tierra Seed Science Private Limited, a Company incorporated under the provisions of the Companies Act, 1956, bearing CIN: U01403TG2012PTC078361 and having its registered office at 1st Floor, Sravana Complex, Kamalapuri Colony Lane Next to L.V.Prasad Hospital, Road.No.2, Banjara Hills, Banjara Hills, Hyderabad, Khairatabad, Telangana, India, 500034.
- 1.17 **"TRANSFeree COMPANY"** means Tierra Agrotech Limited, a Company incorporated under the provisions of the Companies Act, 1956, bearing CIN: L01119TG2013PLC090004 and having its registered office at 01st Floor, Sravana Complex, Kamalapuri Colony, Next to LV Prasad Hospital, Road No – 2, Banjara Hills, Hyderabad, Telangana – 500034.
- 1.18 **"TRIBUNAL" or "NCLT"** means the National Company Law Tribunal at Hyderabad or such other tribunal or authority having jurisdictions to sanction the Scheme.
- 1.19 **"UNDERTAKING"** shall mean and include:
- All the assets and properties, rights, title, benefits, entitlements and business of the Transferor Company as on the Appointed Date.
 - All the secured and unsecured debts, liabilities including reserves, short term or long term contingent liabilities or duties and obligations of the Transferor Company as on the Appointed Date.
 - Without prejudice to the generality of sub clauses (a) and (b) above, the undertaking shall include the whole of the undertaking of the Transferor Company, as a going concern, all the assets, properties, rights, titles, benefits, obligations and entitlements, whether

For TIERRAAGROTECH LIMITED


Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED


Director



कुसुम यादव, ~~ज.स.स.~~
KUSUM YADAV, I.C.L.S.
सहायक निदेशक / Assistant Director
कorporate and संसार / Ministry of Corporate Affairs
आर.सी.टी. / Secy. of India
द्वितीय निदेशक (प.स.स.) / Additional Director (P.S.S.)
निदेशक, कंपनी अधिनियम 1956 / Hyderabad, Telangana

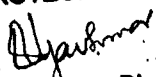
movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building (whether owned, leased or licensed), all fixed and movable plant and machinery, vehicles, fixed assets, work-in-progress, current assets, investments, deposits, reserves, provisions, funds, licenses, registrations, certificates, permissions, consents, approvals, concessions (including but not limited to sales tax concessions, excise duty, services tax or customs, value added tax, GST and other incentives of any nature whatsoever), remissions, remedies, subsidies, guarantees, bonds, copyrights, patents, trade names, trademarks, goodwill and other rights and licenses in respect thereof, applications for copyrights, patents, trade names, trademarks, leases, leave and license agreements, tenancy rights, premises, ownership flats, hire purchase, lending arrangements, benefits of security arrangements, computers, insurance policies, office equipment, telephones, telexes, facsimile connections, internet connections, e-mail, communication facilities, website designing equipments, software development, equipments and installations and utilities, electricity, water and service connections, environmental clearances, benefits of all agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all rights, title, interest, goodwill, benefit and advantage, benefit of deferred revenue expenditure, provisions, advances, receivables, funds, cash, bank balances, fixed deposits, accounts and all other rights, all statutory licenses, franchises, approvals, permissions, no-objection certificates, entitlements, subsidies, permits, grants, incentives, tax credits whether granted by state government or central government or any such other authority, (including but not limited to credits in respect of income-tax, tax on book profits, value added tax, sales tax, service tax, etc.), balances with all regulatory authorities, software licenses, domain / websites, etc in connection / relating to the Transferor Company and benefits of all contracts / agreements / leases (including, but not limited to, contracts / agreements with vendors, customers, government etc.) and other claims and powers of whatsoever nature and whosoever situated belonging or in the possession of or granted in favour or enjoyed by the Transferor Company, as on the Appointed Date.

- d) All employees engaged in the Transferor Company.
- e) All records, files, papers, information, computer programs, software applications, manuals, data, catalogues, quotations, advertising materials, lists of present and former customers, pricing information and other records, whether in physical form or electronic form of the Transferor Company.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as prescribed to them under the Act, Income Tax Act, 1961 and other applicable laws, rules and regulations, as the case may be, including any statutory modification(s), re-enactment(s) or amendment thereof from time to time.

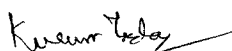
2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form, subject to any modification(s), imposed or directed by the Regional Director, South East Region at Hyderabad, unless otherwise specified in the Scheme, shall be effective and operative from the Appointed Date, i.e., 1st April, 2024, upon receipt of Certified copy of Order of the National Company Law Tribunal Bench, at Hyderabad or the Regional Director, South East Region, Hyderabad.

For TIERRAAGROTECH LIMITED

Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED


Director



कसुम यादव, आई.सी.एल.
KUSUM YADAV, I.C.L.S

अधीनस्थ निदेशक / Assistant Director

कorporate कार्य निदेशक / Ministry of Corporate Affairs
भारत सरकार / Govt. of India

जीव निदेशक (कृषि) / Joint Director (Agriculture)
राज्य, तेलंगाना / Telangana, Hyderabad-50

PART II

AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFeree COMPANY

3. TRANSFER AND VESTING OF UNDERTAKING

3.1 VESTING OF UNDERTAKING

With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and undertaking of the Transferor Company comprising all assets and liabilities of whatsoever nature and wheresoever situated, shall, under the provisions of Section 233 and all other applicable provisions, if any, of the Companies Act, 2013 without any further act, instrument or deed, be and transferred to and vested in the Transferee Company as a going concern as contemplated by Section 2(1B) of the Income Tax Act, 1961 together with all the rights, titles, interests or obligations of the Transferor Company and subject to the charges existing thereon or on the said assets as on the Appointed Date.

3.2 TRANSFER OF ASSETS AND LIABILITIES

- 3.2.1 All assets movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery, including but not limited to computers and equipments, office equipments, machineries, software, products, websites, portals, inventories, cash in hand of the Transferor Company shall be so transferred, delivered or endorsed and delivered, as the case may be, to the Transferee Company, and shall upon transfer become the property and an integral part of the Transferee Company, without requiring any deed or instrument of conveyance for transfer of the same.
- 3.2.2 In respect of movables other than those specified above, including, outstanding loans and advances, Investments (whether current or non – current), trade receivables, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, semi-government, local and other authorities and bodies, customers and other persons, the same shall, without any further act, instrument or deed, be transferred to and stand vested in and /or be deemed to be transferred to and stand vested in the Transferee Company.
- 3.2.3 With effect from the Appointed Date and upon the Scheme becoming effective, all the properties or assets of the Transferor Company whether movable or immovable, being transferred pursuant to this Scheme and upon payment of all the statutory dues including stamp duty as applicable, which are registered and standing in the name of Transferor Company shall be registered in the name of the Transferee Company and the name of the Transferor Company shall be substituted with the name of the Transferee Company in all such certificates of registration, endorsements, records and in revenue/mutation records in case of immovable properties by such appropriate authorities.
- 3.2.4 With effect from the Appointed Date and upon the Scheme becoming effective, all the assets relating to the Transferor Company including all debts, liabilities, duties and obligations, including those arising on account of taxation laws and other allied laws and all the movable and immovable properties, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and/or in the control of or vested in or granted in favour of or enjoyed by the Transferor Company including but without being limited to fixed assets, capital work-in-progress, current assets, debts, receivables, reserves, deposits, provisions, funds, investments, powers, authorities, allotments, approvals, consents, licenses, permissions, registrations and other statutory licenses, contracts, engagements, arrangements, rights, titles, interest, quotas, software, technologies, trade names and other industrial or intellectual property rights of any nature whatsoever and licenses in respect thereof, privileges, liberties, easements, advantages,

For TIERRAAGROTECH LIMITED

Alpesh Kumar
Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED

Alpesh Kumar
Director

Kusum Yadav

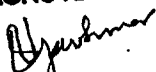
KUSUM YADAV, I.C.L.S
असिस्टेंट डायरेक्टर / Assistant Director

असिस्टेंट सचिव / Ministry of Corporate Affairs
भारत सरकार / Govt. of India
जी.के. भवन (ए.ए. २) / O/o Regional Directorate (SEZ)
प्लॉट, देवरिया रोड / Hyderabad, Telangana-50

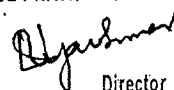
exemptions, benefits, leases, leasehold rights, tenancy rights, quota rights, permits, authorizations, right to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, power lines, communication lines and other services, benefits of all agreements, various incentives, subsidies, grants, sales-tax, turnover tax, excise, Goods and Service tax (GST) and all other interests arising to the Transferor Company and any accretions or additions thereto after the Appointed Date shall without any further act, instrument or deed be transferred to and vested in and / or be deemed to have been transferred and vested in the Transferee Company as going concern in the manner provided in this Scheme.

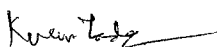
- 3.2.5 Upon this Scheme becoming effective, all debts, liabilities, duties and obligations of the Transferor Company shall, as on the Appointed Date, whether or not provided in the books of the Transferor Company, and all loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Company on or after the Appointed Date and prior to the effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the effective Date, shall, upon coming into effect this Scheme, without any further act, instrument or deed be and stand transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or restructuring by virtue of which such secured and/or unsecured debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this sub clause.
- 3.2.6 Where any such debts, liabilities, duties and obligations of the Transferor Company on the Appointed Date have been discharged by the Transferor Company on or after the Appointed Date and prior to the effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.
- 3.2.7 With effect from the Appointed Date, all loans, advances and other obligations (including any guarantees or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and Transferee Company, shall 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.
- 3.2.8 All liabilities and obligations arising out of banking facilities and guarantees executed by the Transferor Company in favour of third party shall become liability / obligation of the Transferee Company, which it undertakes to meet, discharge and satisfy.
- 3.2.9 With effect from the Appointed Date and upon the Scheme becoming effective, all statutory licenses, franchises, permissions, approvals or consents, entitlements, sanctions, permits, rights, privileges and licenses including rights arising from contracts, deeds, license instruments and agreements, if any, belonging to the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company upon the vesting and transfer of the undertaking of the Transferor Company pursuant to this Scheme. The benefit of all statutory and regulatory permissions, factory licenses, environmental approvals and consents, sales tax registrations or other licenses and consents, various incentives, subsidies, special status and other benefits or privileges enjoyed (including credit on account of tax on book profits, sales tax, excise duty, custom duty, service tax, value added tax, GST and other incentives), granted by any government body, local authority or by any other person and availed by the Transferor Company shall vest in and become available to the Transferee Company pursuant to this Scheme.

For TIERRAAGROTECH LIMITED


Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED


Director



कुसुम यादव, आई.सी.एल.एस.
KUSUM YADAV, I.C.L.S
सहायक निदेशक / Assistant Director

संघीय कार्य मंत्रालय / Ministry of Corporate Affairs
सरकार, भारत / Govt. of India
ऑफिस निदेशक (ए.ए.डी.) / Off. Regional Director (A.D.)
हैदराबाद, तेलंगणा &C / Hyderabad, Telangana-500

3.2.10 All taxes (including, without limitation payments under Income tax Act,1961, , sales tax, excise duty, customs duty, GST, VAT, etc) paid or payable by the Transferor Company in respect of the operations and/or profits of the undertaking of the Transferor Company before the Appointed Date, shall be on account of the Transferor Company and, in so far as it relates to the tax payment (including, without limitation payments under Income tax Act,1961, Including, without limitation, Income tax, sales tax, excise duty, customs duty, service tax, VAT, GST etc), whether by way of deduction at source, advance tax or howsoever, by Transferor Company in respect of the profits or activities or operations of the undertaking of the Transferor Company with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in any proceedings, be dealt with accordingly.

3.2.11 All tax assessment proceedings / appeals of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date and relating to the Transferor Company shall be continued and / or enforced until the Effective Date against the Transferor Company and from the Effective Date, the same shall be continued and enforced by 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 Transferor Company.

Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company into the Transferee Company or anything contained in the Scheme.

3.2.12 On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realize all monies and complete and enforce all pending contracts and transactions and issue credit notes in respect of the Transferor Company in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme have been formally given effect to such contracts and transactions.

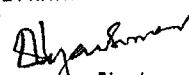
3.2.13 For avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name of the bank accounts of the Transferor Company would be replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in the name of the Transferor Company in so far as may be necessary. All cheques and other negotiable instruments, payments orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and be credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of the Transferor Company for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Company.

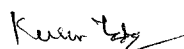
3.2.14 The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds, writings, confirmations or notices with, or in favour of, any other party to any contract or arrangement to which the Transferor Company is party or any writings as may be necessary to be executed in order to give formal effect to the provisions of the Scheme. The Transferee Company shall, under the provisions of the Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to implement or carry out all such formalities or compliances referred to above from and on behalf of the Transferor Company.

For TIERRAAGROTECH LIMITED


Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED


Director



KUSUM YADAV, I.C.L.S

अधीन निदेशक / Assistant Director

कorporate and मंत्रालय / Ministry of Corporate Affairs

भारत सरकार / Govt. of India

क्षेत्रीय निदेशक (ए.ए.डी.) / Jt. Regional Directorate (R.D.)

हैदराबाद, तेलंगणा &C / Hyderabad, Telangana-50

4 MORTGAGES AND CHARGES

- 4.1 All the existing securities, charges, hypothecation and mortgages over the assets and properties of the Transferee Company or any part thereof which relates to the liabilities and obligations of the Transferee Company prior to the Effective Date where , any reference in any security documents or arrangements, to which the Transferor Company is a party, wherein the assets of the Transferor Company have been or are offered or agreed to be offered as security for any financial assistance or obligations shall continue to relate to only such properties and shall not extend to 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.
- 4.2 All the existing securities, mortgages, charges, encumbrances or liens, if any, as on the Appointed Date and created by the Transferor Company after the appointed Date, over the assets comprised in the undertaking or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far such securities, mortgages, charges, encumbrances or liens secure or relate to liabilities of the Transferor Company, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereto which they are related or attached prior to the Effective Date and are transferred to the Transferee Company.
- 4.3 It is clarified that unless otherwise determined by the Board of Directors of the Transferee Company, in so far as the borrowings / debts and assets comprising the Transferor Company are concerned:
- a) The security or charge, if any existing or created in future before the effective date, for the loans or borrowings of the Transferor Company shall, without any further act or deed continue to relate to the said assets after the Effective Date; and
 - b) The assets of the Transferee Company shall not relate to or be available as security in relation to the said borrowings of the Transferor Company.

5. LEGAL PROCEEDINGS

- 5.1 With effect from the Appointed Date and upon the Scheme becoming effective, all suits, actions and other proceedings including legal and taxation proceedings (including before any statutory or quasi-judicial authority or tribunal) of whatsoever nature by or against the Transferor Company pending and/or arising prior to or after the Appointed Date shall not abate or be discontinued or be prejudicially affected in any way by reason of the Scheme but shall be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company, in the same manner and to the same extent as they would or might have continued, prosecuted and enforced by or against the Transferor Company.
- 5.2 On and from the Effective Date, the Transferee Company undertakes to deal with all legal or other proceedings, initiated by or against the Transferor Company and pending on the Effective Date, transferred to its name and to have such proceedings continued, prosecuted and enforced by or against the Transferee Company, as the case may be.
- 5.3 In case of any litigations, suits, recovery proceedings which are to be initiated or to be initiated against the Transferor Company after the Appointed Date, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company.

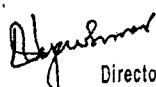
6. CONTRACT, DEEDS AND OTHER INSTRUMENTS

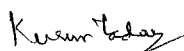
- 6.1 Upon coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, insurance policies, leave and license

For TIERRAAGROTECH LIMITED


Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED


Director



KUSUM YADAV, I.C.L.S

अधीक्षक निदेशक / Assistant Director

कorporate कार्य मंत्रालय / Ministry of Corporate Affairs
भारत सरकार / Govt. of India

क्षेत्रीय निदेशक (र.पू.अ.) / Of Regional Director (R.P.A.)

हैदराबाद, तेलंगणा ५००००४ / Hyderabad, Telangana-500004

agreements, licenses, engagements, certificates, benefits, privileges, entitlements, grants, sanctions, permissions, consents, approvals, concessions, any Schemes under which the Transferor Company is registered with the government or any other authorities and incentives (including but not limited to benefits under the Income-Tax Act, 1961, service tax, GST and other laws), remissions, remedies, subsidies, guarantees, licences and other instruments, if any, of whatsoever nature, to which the Transferor Company is party or to the benefit or which the Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall continue in full force and effect on or against or in favor, as the case may be, of the Transferee Company, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto or thereunder.

- 6.2 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licences, permissions or approvals or consents required to carry on the operations of the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. The benefit of all such statutory and regulatory permissions, licences, approvals and consents including statutory licences, approvals, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme.
- 6.3 The Transferee Company shall enter into and /or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements or confirmations, to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Scheme if so required or if so considered necessary. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

7. SAVING OF CONCLUDED TRANSACTIONS

- 7.1 Subject to the terms of the Scheme, the transfer and vesting of the undertaking of the Transferor Company under Clause 3 above and the continuation of the legal proceedings by or against the Transferee Company under Clause 5 above and the effectiveness of the contracts and deeds under Clause 6 above shall not affect any transactions or proceedings or contracts or deeds already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intend that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

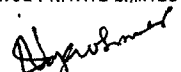
8. STAFF, WORKMEN AND EMPLOYEES OF THE TRANSFEROR COMPANY

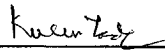
- 8.1 Upon the coming into effect of this Scheme, all staff, workmen and employees of the Transferor company in service on the date of proposal of Scheme of Merger / Appointed Date shall be deemed to have become staff, workmen and employees of the Transferee Company without any break or interruption in their service and on the terms and conditions not less favorable than those on which they are engaged by the Transferor Company and without any break or interruption in service as a result of amalgamation of the Transferor Company with the Transferee Company and the terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them with reference to the Transferor Company on the Effective Date.
- 8.2 It is expressly provided that, in so far as the Gratuity Fund, Provident Fund, Super Annuity Fund, if applicable, Employee's State Insurance Corporation Contribution, Labour

For TIERRAAGROTECH LIMITED


Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED


Director


कुसुम यादव, आई.सी.एल.एस.
KUSUM YADAV, I.C.L.S.
असिस्टेंट निदेशक / Assistant Director

कorporate कार्य मंत्रालय / Ministry of Corporate Affairs
सरकार भारत / Govt. of India
जी.के. मिशन (ए.ए.ए.) / J.K. Mission (A.A.A.)
हैदराबाद, तेलंगाना 500004

Welfare Fund or any other Fund created or existing for the benefit of the staff, workmen and employees of the Transferor Company is concerned, upon the Scheme coming into effect, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such fund or funds shall become those of the Transferee Company and all the rights, duties and benefits of the employees of the Transferor Company under such Funds and Trusts shall be protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of the Transferor Company will be treated as having been continuous for the purpose of the said Fund or Funds.

- 8.3 In so far as the Provident Fund, Gratuity Fund, Superannuation Fund, if applicable, or other Special Scheme(s) / Fund(s) created or existing for the benefit of the employees of the Transferor Company are concerned upon the coming into effect of this Scheme, balances lying in the accounts of the employees of the Transferor Company in the said funds as on the Effective Date shall stand transferred from the respective trusts / funds of the Transferor Company to the corresponding trusts / funds set up by the Transferee Company.

9. TRANSACTIONS BETWEEN APPOINTED DATE AND EFFECTIVE DATE

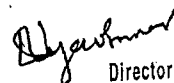
With effect from the Appointed Date and up to and including the Effective Date-

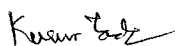
- 9.1 The Transferor Company shall carry on and be deemed to have carried on its business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions for and on account of, and in trust, for the Transferee Company and shall account for the same to the Transferee Company.
- 9.2 All liabilities debts, duties, obligations which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the Transferee Company.
- 9.3 The Transferor Company shall carry on its business with reasonable diligence and business prudence and except in the ordinary course of business, the Transferor Company shall not, without the prior written consent of the Board of Directors of the Transferee Company or pursuant to any pre-existing obligation sell, transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with, or dispose off, any of the assets of the undertaking of the Transferor Company or any part thereof.
- 9.4 With effect from the Effective Date, the Transferee Company shall suitably integrate the business being carried on by the Transferor Company into its business.
- 9.5 All profits or incomes accruing or arising to the Transferor Company and losses or expenditure arising or incurred by the Transferor Company (including but not limited to advance tax, tax deducted at source, Minimum Alternate Tax credit, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date, shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Transferee Company and shall be available to the Transferee Company for being disposed off in any manner as it thinks fit.
- 9.6 Any of the rights, powers, authorities or privileges exercised by the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the

For TIERRA AGROTECH LIMITED


Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED


Director



कुसुम यादव, आई.सी.एल.एस.
KUSUM YADAV, I.C.L.S.

असistent निदेशक / Assistant Director

असistent निदेशक / Ministry of Corporate Affairs
भारत सरकार / Govt. of India

ऑफिस निदेशक (र.पू.नं.) / O/o Regional Director (R.P.N.)
हयदराबाद, तेलंगणा ५००००४ / Hyderabad, Telangana-500004

obligations, duties and commitments 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 an agent for the Transferee Company.

- 9.7 The Transferee Company shall also be entitled, pending the sanction of the Scheme, to apply to any Government authority, if required, under any law for such consents and approvals which the Transferee Company may require to carry on the business of the Transferor Company;
- 9.8 The Transferee Company shall not make any modification to their capital structure either by an increase (by issue of right shares, bonus shares, convertible debentures or otherwise), decrease, reclassification, sub-division or re-organization or in any other manner, whatsoever, except by mutual consent of the Board of Directors of the Transferor Company and the Transferee Company.
- 9.9 It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the ancillary and incidental alterations, if any, to be carried out to the Memorandum of Association of the Company as may be required under the Act and there would be no further requirement of obtaining the members approval for such alterations arising pursuant to the sanctioned Scheme.

10. **CONSIDERATION**

- 10.1 Since the Transferor Company is a wholly owned subsidiary of the Transferee Company, upon the Scheme being effective, in consideration of the transfer and vesting of the Undertaking of the Transferor Company in terms of the Scheme, no shares will be issued / allotted under the Scheme by the Transferee Company to any person. All the Equity shares issued by the Transferor Company and held by the Transferee Company and its nominees in the Transferor Company shall stand cancelled and extinguished.
- 10.2 The investments of Transferee Company in the shares of the Transferor Company, as appearing on the Asset side of the Balance Sheet of Transferee Company, without any further act or deed, stand cancelled to the extent of book value of the equity shares of the Transferor Company.
- 10.3 On completion of the Scheme, all equity shares of the Transferor Company held by Transferee Company, shall stand cancelled and the share certificates held by the Transferee Company, shall be destroyed.

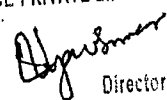
11. **MERGER AND RECLASSIFICATION OF AUTHORIZED SHARE CAPITAL OF THE TRANSFEROR COMPANY INTO THE TRANSFEE COMPANY**

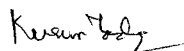
- 11.1 As an integral part of the Scheme and upon coming into effect of this Scheme and upon the transfer and vesting of the Transferor Company into Transferee Company, the entire Authorized Share Capital of the Transferor Company amounting to Rs. 16,00,00,000/- divided into 85,00,000 Equity Shares of Rs. 10/- each and 75,00,000 preference shares of Rs.10/- each shall stand merged with the Authorized Share Capital of the Transferee Company.
- 11.2 Accordingly, upon the Scheme coming into effect, the Transferee company, in accordance with the provisions of the Companies Act, 2013 read with rules made there under, will file an application with the Registrar of Companies, Telangana, indicating the revised authorized capital and will pay the prescribed fee due on revised capital. However, the fee paid, if any, by the Transferor Companies on their authorized capital prior to its merger or amalgamation with the transferee company shall be set-off against the fees payable by the Transferee Company on its. authorized capital enhanced by the merger or amalgamation".


For TIERRAAGROTECH LIMITED


Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED


Director



कुसुम यादव, 
KUSUM YADAV, I.C.L.S
असistent निदेशक / Assistant Director

कorporate कार्य मंत्रालय / Ministry of Corporate Affairs
भारत सरकार / Govt. of India
क्षेत्रीय निदेशक (र.पू.म) / O/o Regional Directorate (SER)
हैदराबाद, तेलंगाना ५८ / Hyderabad, Telangana-58

- 11.3 The Memorandum of Association and Articles of Association of the Transferee Company shall stand altered, modified and amended and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment for increase, and no further resolutions under Sections 13, 61 and 64 or any other applicable provisions under the Companies Act, 2013 would be required to be separately passed.
- 11.4 Pursuant to this Scheme coming into effect, the Transferee Company shall file requisite forms with the Registrar of Companies for alteration of its authorized share capital.
- 11.5 It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the Memorandum of Association and Articles of Association of the Transferee Company as may be required under the Act and Clause V of the Memorandum of Association of the Transferee Company shall stand altered accordingly.
- 11.6 Clause V of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed be altered and amended pursuant to Section 61 or any other applicable provisions under the Companies Act, 2013 be deleting the existing clause and replacing it by the following clause:
- V. The Authorized share capital of the Company is Rs. 96,00,00,000/- (Rupees Ninty Six Crores only) divided into 8,85,00,000 (Eight Crores Eighty Five lakhs Only) Equity shares of Rs.10/-each (Rupees Ten only) and 75,00,000 (Seventy Five lakhs only) preference shares of Rs.10/-**

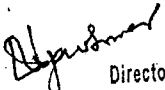
12. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEE COMPANY

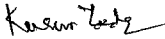
- 12.1 Upon the Scheme coming into effect, the Transferee company shall account for the amalgamation or merger of the Transferor Company in the books of accounts in accordance with "Pooling of Interest Method" of accounting as laid down in Appendix C of Indian Accounting Standard (Ind AS) 103 (Business Combinations of entities under common control) notified under Section 133 of the Companies Act, 2013, under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time, in its books of accounts such that:
- The Transferee Company shall, upon the Scheme coming into effect record the assets and liabilities, if any, of the Transferor Company vested in it pursuant to this Scheme, at the respective book values thereof and in the same form as appearing in the consolidated financial statements of the Transferee Company.
 - The identity of the reserves of the Transferor Company shall be preserved and the Transferee Company shall record the reserves of the Transferor Company, at the book values thereof and in the same form as appearing in the consolidated financial statements of the Transferee Company.
 - Pursuant to the merger of the Transferor Company with the Transferee Company, the inter-company balances between the Transferee Company and the Transferor Company, if any appearing in the books of the Transferee Company shall stand cancelled and there shall be no further obligation in that behalf.
 - The value of all investments held by the Transferee Company in the Transferor Company shall stand cancelled pursuant to merge
 - The difference between the share capital of the Transferor Company and the book value of the investments cancelled in terms of clause 12.1 (iv) above shall be transferred to Capital Reserve or any other reserves, as specified under the standard.
- 12.2 Comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of merger, as stated above, as if the merger had occurred from the beginning of the comparative period.

For TIERRAAGROTECH LIMITED


Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED


Director



कुसुम यादव, आई.सी.एल.एस.
KUSUM YADAV, I.C.I.S

सहायक निदेशक / Assistant Director

कार्पोरेट कार्य मंत्रालय / Ministry of Corporate Affairs
भारत सरकार / Govt. of India

क्षेत्रीय निदेशक (उ.प्र.) / O/o Regional Directorate (UP)

हैदराबाद, तेलंगणा &C / Hyderabad, Telangana-58

- 12.3. In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference shall be quantified and adjusted in the reserves of the Transferee Company.

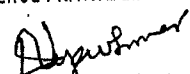
13. **TAX CREDITS, REFUNDS AND ADJUSTMENTS**

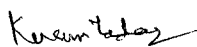
- 13.1 Notwithstanding anything to the contrary contained in the provisions of this Scheme, the Transferee Company shall be entitled to carry forward, avail of, or set-off any unabsorbed tax losses, tax depreciation, credits for Minimum Alternate Tax and Input Tax Credit of the Transferor Company that remains unutilized as on the Effective Date.
- 13.2 Upon the Scheme becoming effective, the Transferee Company shall be entitled to claim refunds or credits, including Input Tax credits, with respect to taxes paid by, for or on behalf of the Transferor Company under applicable laws, including but not limited to Income Tax Act, 1961, Sales Tax, Value Added Tax, Entry Tax, Central Sales Tax, Service Tax, GST, CENVAT or any other tax, whether or not arising due to any inter se transaction, even if the prescribed time limits for claiming such refunds or credits have lapsed. Any Input Tax Credits already availed or utilized by the Transferor Company and the Transferee Company in respect of inter se transactions shall not be adversely impacted by the cancellation of inter se transactions pursuant to this Scheme.
- 13.3 Upon the Scheme becoming effective, any Advance Tax, Self-Assessment Tax, Minimum Alternate Tax and/or TDS / TCS credit available with the Transferor Company, including any taxes paid and taxes deducted at source and deposited by the Transferor Company on inter se transactions between the Appointed Date and the Effective Date shall be treated as Advance Tax paid by the Transferee Company and shall be available to the Transferee Company for set-off against its liability under the Income Tax and any excess tax so paid shall be eligible for refund together with interest. Any TDS certificates issued by the Transferee Company to, or for the benefit of, the Transferor Company under the Income Tax with respect to inter se transactions would stand cancelled and be treated as null and void without any further act on the part of the Transferor Company and the Transferee Company. Further, TDS/TCS deposited, TDS certificates issued or TDS returns filed by the Transferor Company other than inter se transactions between the Appointed Date and the Effective Date shall continue to hold good as if such TDS/TCS amounts were deposited, TDS certificates were issued or TD/TCS returns were filed by the Transferee Company. Any TDS deducted by the Transferee Company on inter se transactions with the Transferor Company will be treated as Advance Tax deposited by the Transferee Company.
- 13.4 Upon the Scheme becoming effective, any Service Tax, VAT, Excise duty, Central Sales Tax, GST, Entry Tax or any other tax charged by, for, or on behalf of the Transferor Company on inter se transactions and on which CENVAT credit or any input tax credit is not available or has not been claimed by the Transferor Company, shall be treated as aforesaid taxes paid by the Transferee Company.
- 13.5 The Transferee Company is expressly permitted to file or revise its Income Tax, TDS/TCS, Service Tax, VAT, GST, Excise, Entry Tax, Professional Tax or any other returns, statements, documents, upon the Scheme becoming effective, and where necessary to give effect to the Scheme, even if the prescribed time limits for filing or revising such returns have lapsed. The Transferee Company is expressly permitted to amend, if required, its TDS/TCS or other statutory certificates and shall have the right to claim refunds, tax credits, set-offs and/or adjustments relating to its income or transactions entered into by it with effect from the Appointed Date. The taxes or duties paid by, for, on behalf of the Transferor Company relating to the period on or after the Appointed Date shall be deemed to be the taxes or duties paid by the Transferee Company and the Transferee Company shall be entitled to claim credit or refund for such taxes or duties paid.

For TIERRAAGROTECH LIMITED


Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED


Director



कुसुम यादव, आई.सी.एस.

KUSUM YADAV, I.C.S.

सहायक निदेशक / Assistant Director

असुरक्षित कार्य मंत्रालय / Ministry of Corporate Affairs
भारत सरकार / Govt. of India

क्षेत्रीय निदेशक (ए.यू.ई.) / Off. Regional Directorate (SEZ)

हैदराबाद, तेलंगणा ५८ / Hyderabad, Telangana-68

- 13.6 Any refund under the Income-tax Act, 1961, Wealth-tax Act, 1957, service tax laws or other applicable laws / regulations dealing with taxes/ duties / levies tax due to Transferor Company consequent to the assessment 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.
- 13.7 Any tax liabilities under the Income-tax Act, 1961, service tax laws, customs law or other applicable laws/ regulations dealing with taxes/ duties / levies 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, if any, shall be transferred to Transferee Company.
- 13.8 Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company under the Income-tax Act, 1961, service tax laws, or other applicable laws / regulations dealing with taxes/ duties / levies shall be made or deemed to have been made and duly complied with by the Transferee Company.

PART III

GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME

14. OPERATIVE DATE OF THE SCHEME

The Scheme set out herein in its present form or any modifications approved or directed by the Board of Directors of the Transferor Company and the Transferee Company or by the members or creditors of the Companies involved or by the Regional Director, South East Region, Hyderabad or NCLT, Hyderabad Bench, or any other appropriate authority, unless otherwise specified in the Scheme, shall be operative from the Appointed Date i.e 1st April, 2024.

15. IMPACT OF THE SCHEME ON CREDITORS

This Scheme of Amalgamation, if approved by Regional Director, South East Region, Hyderabad or NCLT, Hyderabad Bench, shall not have any adverse impact on the Creditors whether secured or unsecured, of the Transferor Company and the Transferee Company.

16. DISSOLUTION OF THE TRANSFEROR COMPANY

Upon the coming into effect of the Scheme, the Transferor Company shall, without any further act or deed shall stand dissolved without going through the process of winding up as per the provisions of the Act and the Rules made thereunder.

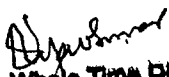
17. APPLICATION TO THE REGIONAL DIRECTOR, SOUTH EAST REGION, HYDERABAD

The Transferor Company and the Transferee Company with all reasonable diligence hereto shall make necessary applications, affidavits, petitions, etc before the Regional Director, South East Region, Hyderabad or NCLT, Hyderabad Bench, having jurisdiction over the Scheme, as the case may be, for obtaining sanction to this Scheme of Amalgamation under Section 233 of the Companies Act, 2013 and for dissolution of the Transferor Company without winding up under the provisions of law.

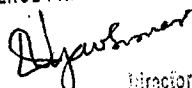
18. MODIFICATIONS/AMENDMENTS TO THE SCHEME

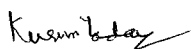
- 18.1 The Transferor Company (by its Directors) and the Transferee Company (by its Directors):

For TIERRAAGROTECH LIMITED


Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED


Director



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KUSUM YADAV, I.C.L.S

अनुपम निदेशक / Assistant Director

व्यवसायिक कार्य विभाग / Ministry of Corporate Affairs
भारत सरकार / Govt. of India

क्षेत्रीय निदेशक (ई.पू.ई) / Regional Director (SEF)
हैदराबाद, तेलंगणा &C / Hyderabad, Telangana-50

- (i) may assent to any modification or amendment to the Scheme or of any conditions or limitations which any appropriate authorities under law may deem fit to direct or impose;
- (ii) may give such directions and / or may assent to any modification or amendment which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and / or carrying out the Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof;
- (iii) may do all acts, deeds, matters and things as may be necessary, desirable or expedient for giving effect to the Scheme, and the aforesaid modifications, amendments and terms and conditions 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 under law) for bringing this Scheme into effect;
- (iv) may also in their full and absolute discretions, withdraw or abandon the Scheme at any stage of the proceedings.

19. **CONDITIONALITY OF SCHEME**

The Scheme is conditional upon and subject to the following:

- 19.1 The Scheme being agreed to by the requisite majority of the Shareholders and Creditors of the Transferor Company as required under the Act.
- 19.2 The Scheme being agreed to by the requisite majority of the Shareholders and Creditors of the Transferee Company as required under the Act.
- 19.3 The Scheme being sanctioned by the Regional Director, South East Region, Hyderabad or NCLT, Hyderabad Bench under Section 233 and other applicable provisions of the Companies Act, 2013.
- 19.4 The Certified copy of the order sanctioning the Scheme being filed with the Registrar of Companies, Telangana vide E-Form INC-28 or such other relevant forms as may be prescribed.

20. **EFFECT OF NON-RECEIPT OF APPROVALS**

In the event of any of the said sanctions and approvals referred above not being obtained and/ or complied with and/ or satisfied (unless otherwise decided by the Board of Directors) and/ or this Scheme not being sanctioned by the Regional Director, South East Region, Hyderabad or NCLT, Hyderabad Bench under the applicable provisions of the Act, as may be applicable, and/or the order not being passed as aforesaid 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 right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the applicable law. Each party shall bear its respective costs, charges and expenses in connection with the Scheme unless otherwise mutually agreed.

21. **RESOLUTIONS**

Upon coming into effect of the Scheme, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the appointed date be considered as resolutions of the Transferee Company and any approvals obtained by Transferor Company from its

For TIERRAAGROTECH LIMITED

[Signature]
Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED

[Signature]
Director

[Signature]

KUSUM YALAV, I.C.L.S

अनुपम निदेशक / Assistant Director

उपनिवेश मंत्रालय / Ministry of Corporate Affairs
भारत सरकार / Govt. of India

क्षेत्रीय निदेशक (उपक्षेत्र) / Regional Directorate (SRD)
हैदराबाद, तेलंगाना ५०००५४ / Hyderabad, Telangana-500054

shareholders under the provisions of Section 180, Section 185, Section 186, Section 188 and other provisions of the Act and which are valid and subsisting on the Effective Date, shall continue to be valid 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, like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

22. SEVARABILITY

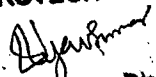
If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company and Transferee Company, affect the validity or implementation of the other parts and / or provisions of this Scheme.

23. EXPENSES CONNECTED WITH THE SCHEME


Subject to the provisions of the Scheme, all costs, charges and expenses (including, but not limited to, any taxes and duties, stamp duty, registration charges, etc) of/payable by the Transferor Company and the Transferee Company respectively 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 shall, except as specifically provided herein, be borne and paid by the Transferee Company.

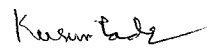
24. The petitioner company shall preserve its books of Accounts and papers and records and shall not dispose-off without the prior permission of the Central Government in terms of provisions of Sections 239 of the Companies Act, 2013.

25. The petitioner Company shall ensure statutory compliance of all applicable laws and also on sanctioning of the present scheme the applicant company shall not be absolved of any of its statutory liability in any manner.

For TIERRAAGROTECH LIMITED

Whole Time Director

For TIERRA SEED SCIENCE PRIVATE LIMITED


Director


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