

TIERRA AGROTECH LIMITED

CIN: L01119TG2013PLC090004

Regd. Off: 1st Floor, Sravana Complex, Kamalapuri Colony Lane Next to L.V. Prasad Hospital,
Road.No.2, Banjara Hills, Hyderabad, Telangana, India, 500034, Tel: 040-48506656

EMAIL: cs@tierraagrotech.com , **Website:** <https://tierraagrotech.com/>

EXTRAORDINARY GENERAL MEETING OF THE EQUITY SHAREHOLDERS OF TIERRA AGROTECH LIMITED FOR APPROVAL OF SCHEME OF ARRANGEMENT BETWEEN TIERRA SEED SCIENCE PRIVATE LIMITED (TRANSFEROR COMPANY) AND TIERRA AGROTECH LIMITED (TRANSFEREE COMPANY) AND THEIR RESPECTIVE SHAREHOLDERS FOR FAST TRACK MERGER OF TIERRA SEED SCIENCE PRIVATE LIMITED (TRANSFEROR COMPANY) AND TIERRA AGROTECH LIMITED (TRANSFEREE COMPANY) UNDER SECTION 233 OF THE COMPANIES ACT, 2013 READ WITH COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016.

Date	December 12, 2024
Day	Thursday
Time	11.00 A.M
Venue	1st Floor, Sravana Complex, Kamalapuri Colony Lane Next to L.V. Prasad Hospital, Road.No.2, Banjara Hills, Hyderabad, Telangana, India, 500034

Sl. NO.	CONTENTS	PAGE NO.
1.	Notice Convening the Extra Ordinary General Meeting of the Equity Shareholders of Tierra Agrotech Limited (“ the Transferee Company ”)	2 - 13
2.	Explanatory Statement/Statement under Section 230(3) read with sub rule (3) of rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, Section 233 of the Companies Act, 2013 and Rule 25 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, read with Section 102 of the Companies Act, 2013	14 - 26
3.	The Declaration of Solvency made in pursuance of clause (c) of subsection (1) of Section 233 of the Companies Act, 2013 in Form No. CAA. 10 of both Transferor Company and Transferee Company (Annexure I)	27 - 44
4.	Copy of the Scheme of Amalgamation of Tierra Seed Science Private Limited (Transferor Company) with Tierra Agrotech Limited (Transferee Company) (Annexure II)	45 - 67
5.	Proxy Form	68
6.	Attendance Slip	69
7.	Route Map	70

IN THE MATTER OF COMPANIES ACT, 2013
AND
IN THE MATTER OF SECTIONS 233 OF THE COMPANIES ACT, 2013
AND
IN THE MATTER OF SCHEME OF AMALGAMATION
BETWEEN
TIERRA SEED SCIENCE PRIVATE LIMITED
(TRANSFEROR COMPANY)
AND
TIERRA AGROTECH LIMITED
(TRANSFeree COMPANY)
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

NOTICE CONVENING THE EXTRA ORDINARY GENERAL MEETING OF THE EQUITY SHAREHOLDERS OF TIERRA AGROTECH LIMITED / TRANSFeree COMPANY

To
The Equity Shareholders of Tierra Agrotech Limited (“the Company” or “Applicant Company”)

Notice is hereby given that the meeting of members of M/s. Tierra Agrotech Limited will be held on Thursday, December 12, 2024 at 11:00 A.M. at the registered office of the Company situated at 1st Floor, Sravana Complex, Kamalapuri Colony Lane Next to L.V. Prasad Hospital, Road.No.2, Banjara Hills, Hyderabad, Telangana, India, 500034 for the purpose of considering, and if thought fit, approving with or without modifications, the Scheme of Amalgamation of Tierra Seed Science Private Limited (Transferor Company) with Tierra Agrotech Limited (Transferee Company) and their respective shareholders and creditors by passing the following resolution:

To approve with or without modifications, the Scheme of Amalgamation of Tierra Seed Science Private Limited (Transferor Company) with Tierra Agrotech Limited (Transferee Company) and their respective shareholders and creditors by passing the following resolution:

“RESOLVED THAT pursuant to the provisions of Section 233 and other applicable provisions, if any, of the Companies Act, 2013, read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, including any statutory modifications, amendments, re-enactments thereof for the time being in force, the provisions of the Memorandum of Association and Articles of Association of the Company and subject to the requisite approvals, sanctions, consents, observations, no-objections, confirmations, permissions from the Regional Director, South East Region such other competent authority as may be applicable, and the confirmation, permission, sanction and approval of the other statutory/regulatory authorities, if any, in this regard and subject to such other conditions or guidelines, if any, as may be prescribed or stipulated by any such authorities, from time to time, while granting such approvals, sanctions, consents, observations, no objections, confirmations, permissions and which may be agreed by the Board of Directors of the Company, the “Scheme of Amalgamation between M/s Tierra Seed Science Private Limited and M/s. Tierra Agrotech Limited and their respective

Shareholders and Creditors” (“Scheme”), providing for amalgamation of M/s Tierra Seed Science Private Limited (Transferor Company) into M/s. Tierra Agrotech Limited (Transferee Company) on a going concern basis with effect from 01.04.2024 (First Day of April, Two Thousand and Twenty Four) being the Appointed date, be and is hereby approved.”

“RESOLVED FURTHER THAT any of the member(s) of the Board be and is/ are hereby severally authorized, empowered and directed to do all such acts, deeds, matters and things, as may be considered requisite, desirable, appropriate or necessary to give effect to aforesaid resolution and to effectively implement the arrangements embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the Regional Director, South East Region, Hyderabad or National Company Law Tribunal, Hyderabad, while sanctioning the Scheme of Amalgamation embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme, as may be deemed fit and proper”.

**By the Order of the Board
For TIERRA AGROTECH LIMITED**

**Sd/-
Vijay Kumar Deekonda
Whole-time Director
DIN: 06991267**

**Place: Hyderabad
Date: November 13, 2024**

NOTES

1. The copies of the following documents as prescribed under Rule 25(3) of The Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 are being circulated along with this notice and the same formulates an integral part of the notice:
 - a) Proposed Scheme of arrangement for the Merger
 - b) Declaration of Solvency of both Transferor Company and Transferee Company in Form CAA-10;
 - c) Statement with prescribed Disclosures under Rule 25(3)(a) read with Rule 6(3) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 as a Part of Explanatory Statement as per Section 102 of the Companies Act, 2013.
2. A member entitled to attend and vote at this Extra – Ordinary General Meeting (EGM) is entitled to appoint a proxy to attend and vote on a poll instead of himself / herself and such proxy need not be a member of the Company.

Pursuant to the provisions of Section 105 of the Companies Act, 2013, a person can act as a proxy on behalf of not more than fifty members and holding in aggregate not more than ten percent of the total Share Capital of the Company. Members holding more than ten percent of the total Share Capital of the Company may appoint a single person as proxy, who shall not act as a proxy for any other Member.

The instrument of Proxy, in order to be effective, should be deposited at the Registered Office of the Company, duly completed and signed, not later than 48 hours before the commencement of the meeting.

A Proxy Form is annexed to this Report.

3. The route map showing directions to reach the venue of the meeting is annexed.
4. Members/proxies/authorized representatives are requested to bring their copies of Notice and produce duly filled in attendance slip at the entrance of the venue. Members holding shares in Demat form shall write their DP ID No. and Client ID and those holding in Physical form shall write their Folio No. in the attendance slip for attending the meeting. Copies of Notice will not be provided at the meeting.
5. Corporate members intending to send their authorized representatives to attend the meeting are requested to send a Company's Registered Office a certified copy of the Board resolution to the Company, authorizing inspection their representative to attend and vote on their behalf at the meeting.
6. During the period beginning 24 hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, a member would be entitled to inspect the proxies lodged with the Company, at any time during the business hours of the Company, provided that not less than three days of notice in writing is given to the Company.
7. The Register of Directors and Key Managerial Personnel and their shareholding, maintained under Section 170 of the Companies Act, 2013, will be available for inspection by the members at the EGM.

The Register of Contracts or Arrangements in which Directors are interested, maintained under Section 189 of the Companies Act, 2013, will be available for inspection by the members at the EGM.

8. Members may also note that the Notice of the Extra Ordinary General Meeting is available on the Company's website i.e. <https://www.tierraagrotech.com>. All documents referred to in the accompanying Notice and the Statement Pursuant to Section 230(3) of the Companies Act, 2013 read with Rule 25(3) and Rule 6(3) of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 shall be open for inspection in electronic mode by the Members by writing an e-mail to the Company Secretary at cs@tierraagrotech.com.

In compliance with the General Circular Nos. 14/2020, 17/2020 and 20/2020 dated 8th April, 2020, 13th April, 2020 and 5th May, 2020 respectively issued by Ministry of Corporate Affairs (MCA), Government of India and SEBI Circular No. SEBI/HO/CFD/CMD1/CIR/P/2020/79 dated 12th May, 2020, Notice of the EGM is being sent only through electronic mode to those Members whose e-mail addresses are registered with the Company / Depository Participants. Members may note that the Notice will also be available on the Company's website at www.tierraagrotech.com, on the website of the Stock Exchange i.e. BSE Limited at www.bseindia.com and on the website of CDSL i.e. www.evotingindia.com.

To support 'Green Initiative', members who have not registered their email addresses are requested to register the same with the Company's Registrar and Share Transfer Agent/ their Depository Participants in respect of shares held in physical/electronic mode respectively.

9. Pursuant to Section 108 of the Companies Act, 2013, read with Rules 20 of the Companies (Management and Administration) Rules, 2014 as substituted by the Companies (Management and Administration) Amendment Rules, 2015 and Regulation 44 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations), the Company is pleased to offer voting by electronic means to the members to cast their votes electronically on all resolutions set forth in this notice.
10. Members are requested to intimate immediately, any change in their address or bank mandates to their depository participants with whom they are maintaining their demat accounts or to the Company's Registrar and Transfer Agent, M/s. Venture Capital and Corporate Investment Private Limited, if the shares are held by them in physical form.
11. SEBI has mandated the submission of Permanent Account Number (PAN) by every participant in securities market. Members holding shares in electronic form are, therefore, requested to submit their PAN to their depository participants with whom they are maintaining their demat accounts. Members holding shares in physical form can submit their PAN to the Company or its Registrar and Transfer Agent, M/s. Venture Capital and Corporate Investment Private Limited.
12. As per Regulation 40 of SEBI Listing Regulations, as amended, securities of listed companies can be transferred only in dematerialized form with effect from, April 1, 2019, except in case of request received for transmission or transposition of securities. In view of this and to eliminate all risks associated with physical shares and for ease of portfolio management, members holding shares in physical form are requested to consider converting their holdings to dematerialized form. Members can contact the Company or Company's Registrars and Transfer Agents, M/s. Venture Capital and Corporate Investment Private Limited in this regard.
13. To support the 'Green Initiative', Members who have not yet registered their email addresses are requested to register the same with their DPs, in case the shares are held by them in electronic form and with Tierra Agrotech Limited in case the shares are held by them in physical form.
14. Pursuant to the provisions of Section 108 of the Companies Act, 2013 read with Rule 20 of the Companies (Management and Administration) Rules, 2014 (as amended) and Regulation 44 of

SEBI (Listing Obligations & Disclosure Requirements) Regulations 2015 (as amended), and the Circulars issued by the Ministry of Corporate Affairs, the Company is providing facility of remote e-voting to its Members in respect of the business to be transacted at the EGM. For this purpose, the Company has entered into an agreement with Central Depository Service Limited (CDSL) for facilitating voting through electronic means, as the authorized e-Voting's agency. The facility of casting votes by a member using remote e-voting will be provided by CDSL.

15. The facility for voting, through polling paper shall also be made available at the EGM and the Members attending the meeting who have not already cast their vote by remote e-voting shall be able to exercise their right to vote at the EGM. Poll is conducted under the supervision of the Scrutinizer appointed for e-voting and poll. Scrutinizer decision on validity of vote will be final.
16. The Chairman shall at the meeting, at the end of discussion on the resolutions on which voting is to be held, allow voting with the assistance of Scrutinizer, by use of Polling Paper for all those members who are present at the meeting but have not cast their votes by availing the remote e-voting facility.
17. The Company has appointed Mrs. N. Vanitha (ACS No.26859, CP No.10573), Practicing Company Secretary, who in the opinion of the Board is a duly qualified person, as a Scrutinizer who will scrutinize the voting process in a fair and transparent manner. The Scrutinizer shall submit her report of the votes cast in favour or against, if any, to the Chairman of the Company.
18. The cut-off date for the purpose of remote e-voting and voting at the EGM shall be Thursday, December 05, 2024. The voting right of members shall be in proportion to their shares in the paid up equity share capital of the Company as on Cut-off date.
19. The remote e-voting period begins on Monday, December 09, 2024 at 09.00 A.M. and ends on Wednesday, December 11, 2024 at 05.00P.M. During this period Shareholders of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date i.e., Thursday, December 05, 2024 may cast their vote electronically. The e-voting module shall be disabled by CSDL for voting thereafter. Once the vote on a resolution is cast by the member, the member shall not be allowed to change it subsequently.
20. The Members who have casted their vote by remote e-voting prior to the EGM may also attend the EGM but shall not be entitled to cast their vote again.

VOTING THROUGH ELECTRONIC MEANS

Dear member,

1. Pursuant to provisions of Section 108 of the Companies Act, 2013, Rule 20 of the Companies (Management and Administration) Rules, 2014 as substituted by the Companies (Management and Administration) Amendment Rules, 2015 and Regulation 44 of the Listing Regulations, the Company is pleased to provide Remote e-voting facility to members to cast their vote on all resolutions set forth in the notice of Extra-Ordinary General Meeting (EGM) to be held on Thursday, December 12, 2024 at 11.00 A.M. The Company has engaged the services of Central Depository Service Limited (CDSL) to provide the remote e-voting facility. The facility of casting the votes by the members using an electronic voting system from a place other than venue of the EGM is termed as 'remote e -voting'.

2. The Board of Directors has appointed N Vanitha (Membership No. A26859 and Certificate of Practice No.10573), Practicing Company Secretary as the Scrutinizer to scrutinize the voting during the EGM and remote e-voting process in a fair and transparent manner.
3. The e-voting facility is available at the link [https //www.evotingindia.com](https://www.evotingindia.com) and period of remote e-voting are set out below:

Commencement of Remote E-voting	End of Remote E-Voting
Monday, December 09, 2024 at 09.00A.M.	Wednesday, December 11, 2024 at 05.00P.M.

Please read the instructions printed below before exercising your vote. These details and instructions form an integral part of the notice of the EGM to be held on December 12, 2024.

1. The voting rights of Members shall be in proportion to their shares in the paid-up equity share capital of the Company as on the cut-off date.
2. Any person, who acquires shares of the Company and becomes a Member of the Company after sending of the Notice and holding shares as of the cut-off date, may obtain the login ID and password by sending a request at CDSL Mail id helpdesk.evoting@cdslindia.com. However, if he/she is already registered with NSDL for remote e-voting then he/she can use his/her existing User ID and password for casting the vote.

THE INTRUCTIONS OF SHAREHOLDERS FOR REMOTE E-VOTING:

- Step 1** : Access through Depositories CDSL/NSDL e-Voting system in case of individual shareholders holding shares in demat mode.
- Step 2** : Access through CDSL e-Voting system in case of shareholders holding shares in physical mode and non-individual shareholders in demat mode.
- (i) The voting period begins on December 09, 2024, 09.00 A.M and ends on December 11, 2024, 5.00 P.M. During this period shareholders of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date i.e., December 05, 2024 may cast their vote electronically. The e-voting module shall be disabled by CDSL for voting thereafter.
 - (ii) Shareholders who have already voted prior to the meeting date would not be entitled to vote at the meeting venue.
 - (iii) Pursuant to SEBI Circular No. **SEBI/HO/CFD/CMD/CIR/P/2020/242 dated 09.12.2020**, under Regulation 44 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, listed entities are required to provide remote e-voting facility to its shareholders, in respect of all shareholders' resolutions. However, it has been observed that the participation by the public non-institutional shareholder's/retail shareholders is at a negligible level.

Currently, there are multiple e-voting service providers (ESPs) providing e-voting facility to listed entities in India. This necessitates registration on various ESPs and maintenance of multiple user IDs and passwords by the shareholders.

In order to increase the efficiency of the voting process, pursuant to a public consultation, it has been decided to enable e-voting to all the demat account holders, by way of a single login credential, through their demat accounts/ websites of Depositories/ Depository Participants. Demat account holders would be able to cast their vote without having to register again with the ESPs, thereby, not only facilitating seamless authentication but also enhancing ease and convenience of participating in e-voting process.

Step 1 : Access through Depositories CDSL/NSDL e-Voting system in case of individual shareholders holding shares in demat mode.

(iv) In terms of SEBI circular no. SEBI/HO/CFD/CMD/CIR/P/2020/242 dated December 9, 2020 on e-Voting facility provided by Listed Companies, Individual shareholders holding securities in demat mode are allowed to vote through their demat account maintained with Depositories and Depository Participants. Shareholders are advised to update their mobile number and email Id in their demat accounts in order to access e-Voting facility.

Pursuant to above said SEBI Circular, Login method for e-Voting for Individual shareholders holding securities in Demat mode CDSL/NSDL is given below:

Type of shareholders	Login Method
Individual Shareholders holding securities in Demat mode with CDSL Depository	<ol style="list-style-type: none"> 1) Users who have opted for CDSL Easi / Easiest facility, can login through their existing user id and password. Option will be made available to reach e-Voting page without any further authentication. The users to login to Easi / Easiest are requested to visit CDSL website www.cdslindia.com and click on login icon & New System Myeasi Tab. 2) After successful login the Easi / Easiest user will be able to see the e-Voting option for eligible companies where the e-voting is in progress as per the information provided by company. On clicking the e-voting option, the user will be able to see e-Voting page of the e-Voting service provider for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting. Additionally, there is also links provided to access the system of all e-Voting Service Providers, so that the user can visit the e-Voting service providers' website directly. 3) If the user is not registered for Easi/Easiest, option to register is available at CDSL website www.cdslindia.com and click on login & New System Myeasi Tab and then click on registration option. 4) Alternatively, the user can directly access e-Voting page by providing Demat Account Number and PAN No. from a e-Voting link available on www.cdslindia.com home page. The system will authenticate the user by sending OTP on registered Mobile & Email as recorded in the Demat Account. After successful authentication,

	<p>user will be able to see the e-Voting option where the evoting is in progress and also able to directly access the system of all e-Voting Service Providers.</p>
<p>Individual Shareholders holding securities in demat mode with NSDL Depository</p>	<ol style="list-style-type: none"> 1) If you are already registered for NSDL IDeAS facility, please visit the e-Services website of NSDL. Open web browser by typing the following URL: https://eservices.nsdl.com either on a Personal Computer or on a mobile. Once the home page of e-Services is launched, click on the “Beneficial Owner” icon under “Login” which is available under ‘IDeAS’ section. A new screen will open. You will have to enter your User ID and Password. After successful authentication, you will be able to see e-Voting services. Click on “Access to e-Voting” under e-Voting services and you will be able to see e-Voting page. Click on company name or e-Voting service provider name and you will be re-directed to e-Voting service provider website for casting your vote during the remote e-Voting period. 2) If the user is not registered for IDeAS e-Services, option to register is available at https://eservices.nsdl.com. Select “Register Online for IDeAS “Portal or click at https://eservices.nsdl.com/SecureWeb/IdeasDirectReg.jsp 3) Visit the e-Voting website of NSDL. Open web browser by typing the following URL: https://www.evoting.nsdl.com/ either on a Personal Computer or on a mobile. Once the home page of e-Voting system is launched, click on the icon “Login” which is available under ‘Shareholder/Member’ section. A new screen will open. You will have to enter your User ID (i.e. your sixteen digit demat account number hold with NSDL), Password/OTP and a Verification Code as shown on the screen. After successful authentication, you will be redirected to NSDL Depository site wherein you can see e-Voting page. Click on company name or e-Voting service provider name and you will be redirected to e-Voting service provider website for casting your vote during the remote e-Voting period.
<p>Individual Shareholders (holding securities in demat mode) login through their Depository Participants (DP)</p>	<p>You can also login using the login credentials of your demat account through your Depository Participant registered with NSDL/CDSL for e-Voting facility. After Successful login, you will be able to see e-Voting option. Once you click on e-Voting option, you will be redirected to NSDL/CDSL Depository site after successful authentication, wherein you can see e-Voting feature. Click on company name or e-Voting service provider name and you will be redirected to e-Voting service provider website for casting your vote during the remote e-Voting period.</p>

Important note: Members who are unable to retrieve User ID/ Password are advised to use Forget User ID and Forget Password option available at abovementioned website.

Helpdesk for Individual Shareholders holding securities in demat mode for any technical issues related to login through Depository i.e. CDSL and NSDL

Login type	Helpdesk details
Individual Shareholders holding securities in Demat mode with CDSL	Members facing any technical issue in login can contact CDSL helpdesk by sending a request at helpdesk.evoting@cdslindia.com or contact at toll free no. 1800 22 55 33
Individual Shareholders holding securities in Demat mode with NSDL	Members facing any technical issue in login can contact NSDL helpdesk by sending a request at evoting@nsdl.co.in or call at toll free no.: 1800 1020 990 and 1800 22 44 30

Step 2 : Access through CDSL e-Voting system in case of shareholders holding shares in physical mode and non-individual shareholders in demat mode.

- (v) Login method for Remote e-Voting for Physical shareholders and shareholders other than individual holding in Demat form.
- 1) The shareholders should log on to the e-voting website www.evotingindia.com.
 - 2) Click on “Shareholders” module.
 - 3) Now enter your User ID
 - a. For CDSL: 16 digits beneficiary ID,
 - b. For NSDL: 8 Character DP ID followed by 8 Digits Client ID,
 - c. Shareholders holding shares in Physical Form should enter Folio Number registered with the Company.
 - 4) Next enter the Image Verification as displayed and Click on Login.
 - 5) If you are holding shares in demat form and had logged on to www.evotingindia.com and voted on an earlier e-voting of any company, then your existing password is to be used.
 - 6) If you are a first-time user follow the steps given below:

	For Physical shareholders and other than individual shareholders holding shares in Demat.
PAN	Enter your 10-digit alpha-numeric *PAN issued by Income Tax Department (Applicable for both demat shareholders as well as physical shareholders) <ul style="list-style-type: none"> • Shareholders who have not updated their PAN with the Company/Depository Participant are requested to use the sequence number sent by Company/RTA or contact Company/RTA.

Dividend Details OR Date of Birth (DOB)	Bank	Enter the Dividend Bank Details or Date of Birth (in dd/mm/yyyy format) as recorded in your demat account or in the company records in order to login. <ul style="list-style-type: none"> If both the details are not recorded with the depository or company, please enter the member id / folio number in the Dividend Bank details field.
---	------	--

- (vi) After entering these details appropriately, click on “SUBMIT” tab.
- (vii) Shareholders holding shares in physical form will then directly reach the Company selection screen. However, shareholders holding shares in demat form will now reach ‘Password Creation’ menu wherein they are required to mandatorily enter their login password in the new password field. Kindly note that this password is to be also used by the demat holders for voting for resolutions of any other company on which they are eligible to vote, provided that company opts for e-voting through CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
- (viii) For shareholders holding shares in physical form, the details can be used only for e-voting on the resolutions contained in this Notice.
- (ix) Click on the EVSN for the relevant Tierra Agrotech Limited on which you choose to vote.
- (x) On the voting page, you will see “RESOLUTION DESCRIPTION” and against the same the option “YES/NO” for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.
- (xi) Click on the “RESOLUTIONS FILE LINK” if you wish to view the entire Resolution details.
- (xii) After selecting the resolution, you have decided to vote on, click on “SUBMIT”. A confirmation box will be displayed. If you wish to confirm your vote, click on “OK”, else to change your vote, click on “CANCEL” and accordingly modify your vote.
- (xiii) Once you “CONFIRM” your vote on the resolution, you will not be allowed to modify your vote.
- (xiv) You can also take a print of the votes cast by clicking on “Click here to print” option on the Voting page.
- (xv) If a demat account holder has forgotten the login password, then Enter the User ID and the image verification code and click on Forgot Password & enter the details as prompted by the system.
- (xvi) There is also an optional provision to upload BR/POA if any uploaded, which will be made available to scrutinizer for verification.

(xvii) **Additional Facility for Non – Individual Shareholders and Custodians –For Remote Voting only.**

- Non-Individual shareholders (i.e. other than Individuals, HUF, NRI etc.) and Custodians are required to log on to www.evotingindia.com and register themselves in the “Corporates” module.
- A scanned copy of the Registration Form bearing the stamp and sign of the entity should be emailed to helpdesk.evoting@cdslindia.com.
- After receiving the login details a Compliance User should be created using the admin login and password. The Compliance User would be able to link the account(s) for which they wish to vote on.
- The list of accounts linked in the login will be mapped automatically & can be delink in case of any wrong mapping.
- It is Mandatory that, a scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favor of the Custodian, if any, should be uploaded in PDF format in the system for the scrutinizer to verify the same.
- Alternatively Non Individual shareholders are required mandatory to send the relevant Board Resolution/ Authority letter etc. together with attested specimen signature of the duly authorized signatory who are authorized to vote, to the Scrutinizer and to the Company at the email address viz; cs@tierraagrotech.com (designated email address by company), if they have voted from individual tab & not uploaded same in the CDSL e-voting system for the scrutinizer to verify the same.

PROCESS FOR THOSE SHAREHOLDERS WHOSE EMAIL/MOBILE NO. ARE NOT REGISTERED WITH THE COMPANY/DEPOSITORIES.

1. **For Physical shareholders-** please provide necessary details like Folio No., Name of shareholder, scanned copy of the share certificate (front and back), PAN (self-attested scanned copy of PAN card), AADHAR (self-attested scanned copy of Aadhar Card) by email to **Company/RTA email id.**
2. **For Demat shareholders -**, Please update your email id & mobile no. with your respective Depository Participant (DP)
3. For Individual Demat shareholders – Please update your email id & mobile no. with your respective Depository Participant (DP) which is mandatory while e-Voting & joining virtual meetings through Depository.

If you have any queries or issues regarding e-Voting from the CDSL e-Voting System, you can write an email to helpdesk.evoting@cdslindia.com or contact at toll free no. 1800 22 55 33

All grievances connected with the facility for voting by electronic means may be addressed to Mr. Rakesh Dalvi, Sr. Manager, (CDSL,) Central Depository Services (India) Limited, A Wing, 25th Floor, Marathon Futurex, Mafatlal Mill Compounds, N M Joshi Marg, Lower Parel (East), Mumbai - 400013 or send an email to helpdesk.evoting@cdslindia.com or call at toll free no. 1800 22 55 33

**By the Order of the Board
For TIERRA AGROTECH LIMITED**

**Sd/-
Vijay Kumar Deekonda
Wholetime Director
DIN: 06991267**

**Place: Hyderabad
Date: November 13, 2024**

Explanatory Statement/Statement under Section 230(3) read with sub rule (3) of rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, Section 233 of the Companies Act, 2013 and Rule 25 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, read with Section 102 of the Companies Act, 2013

Sub: Approval of Scheme of Amalgamation

I) TRANSFEREE COMPANY:

1. **TIERRA AGROTECH LIMITED**, is a Company incorporated on September 13, 2013 (Thirteenth Day of September, Two Thousand Thirteen) in the state of Andhra Pradesh (undivided Andhra Pradesh and presently Telangana) under the provisions of the Companies Act, 1956. The present Corporate Identification Number (CIN) of the Company is L01119TG2013PLC090004. The PAN of the Company is AAECT7829B (Hereinafter referred to as the “**Transferee Company/ Tierra Agrotech Limited**”). The Registered Office of the Transferee Company is currently situated at 1st Floor, Sravana Complex, Kamalapuri Colony Lane Next to L.V. Prasad Hospital, Road.No.2, Banjara Hills, Hyderabad, Telangana, India, 500034, Email ID: cs@tierraagrotech.com
2. The present main objects of the **transferee company**, as laid down in its Memorandum of Association are also laid in the attached Scheme of Amalgamation.

Presently the Transferee Company is mainly engaged 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

3. During the Last 5 years, the Company has not changed the Objects of the Company. However, the name of the Company and the Registered Office of the Company has been changed as Follows:

Changes	Details of Change
Name of the Company	The Company was incorporated as “Tierra Agrotech Private Limited” on September 13, 2013 as a private limited company under the Companies Act, 1956 pursuant to the Certificate of Incorporation granted by the Registrar of Companies, Hyderabad, Andhra Pradesh. 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, our Company 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

Registered Office of the Company	Pursuant to the approval of Board of Directors vide Resolution dated August 12, 2021, the registered Office of the Company has been changed from H. No. 1-62-192, 3rd Floor, Dwaraka Avenue, Kavuri Hills, Madhapur, Hyderabad-500033, Telangana, India to 1st Floor, Sravana Complex, Kamalapuri Colony Lane, Next to L.V. Prasad Hospital, Road.No.2, Banjara Hills, Hyderabad-500034, Telangana, India.
----------------------------------	--

The Transferee Company is listed on BSE Limited.

4. 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.

5. Details of promoters/directors of the transferee company:

Details of Directors:

S. No	Name of the Director	Address	Designation/Category of Shareholder
1.	Venkata Krishna Rau Gogineni	R/o. Villa 116, The Retreat, Tarabanahalli, Bengaluru-562157, Karnataka, India	Chairman & Independent Director
2.	Suryanarayana Simhadri	H.No.8-2-601/B/C1, Plot No-219, Millenium House, Road No:10, Banjara Hills,	Non-Executive Independent Director

		Hyderabad-500034, Telangana, India	
3.	Sateesh Kumar Puligundla	H.No: 8-2-293/82/A/697/1, Road No. 31 Jubilee Hills, Hyderabad, Telangana, 500033	Non-Executive Independent Director
4.	Srinivasa Rao Paturi	8-2-293/82/BE/1, Plot No 1, Nava Nirman Nagar, Road No 71, Near Jubilee Hills Public School, Jubilee Hills, Shaikpet, Hyderabad, Telangana - 500096	Non-Executive Non- Independent Director
5.	Jayaram Prasad Munnangi	8-2-342A Road Number 12, MLA Colony, Banjara Hills, Hyderabad-500034, Telangana, India	Non-Executive Non- Independent Director
6.	Neha Soni	258, MIG Vijay Nagar, Dewas-455001, Madhya Pradesh, India	Non-Executive Independent Director
7.	Vijay Kumar Deekonda	R/o 1-2-361/47/1, Behind Sai Vani Hospital, Domalguda, Himayathnagar, Hyderabad- 500029, Telangana, India	Whole-Time Director

Details of Promoters:

S. No	Name of the Director	Address	Category of Shareholder
1.	Satish Kumar Tondapu	3-57 Kapugallu, Smashanam Nundi Hy School, Kodad, Nallagonda, 508206, Telangana	Promoter
2.	Parthasarathi Bhattacharya	6-3-1198 Flat No-301 East Face Homes, Kundanbagh, Begumpet, Hyderabad, Telangana, 500016	Promoter
3.	Surinder Kumar Tikoo	D 18 Hill View Residency Baner, Pune, Maharashtra, 411045	Promoter
4.	Jayaramaprasad Munnangi	Plot No-342a MLA Colony, Rd No-12, Banjara Hills,	Promoter

		Hyderabad, Telangana, 500034	
5.	Sai Charan N	H No 60 Sreesai Whishper Vally, Hussain Shawalai Durga Serilingampally, Hyderabad, 500008	Promoter
6.	Visweswara Rao Kothapalli	C/O Kothapalli Pulla Rao, 134-15-1440, Nagarajuna Grand Apt, Flat No 301 3 rd Floor, Inner Ring Road, Gorantla, Andhra Pradesh, 522034	Promoter
7.	Srinivasa Rao Paturi	8-2-293/82/BE/1, Plot No 1, Nava Nirman Nagar, Road No 71, Near Jubilee Hills Public School, Jubilee Hills, Shaikpet, Hyderabad, Telangana - 500096	Promoter Group
8.	Suresh Atluri	A-705 Avani Block, Green Grace Apts, Khajaguda, Gachibowli, Golconda, Nanakramguda, Hyderabad, Telangana, 500008	Promoter
9.	Sailaja M	202 Sai Sourabh Residency, 16/A Vengalrao Ngr, Opp Axisbank ATM, S R Nagar, Ameerpet, Hyderabad, Telangana, 500038	Promoter Group

6. The Transferor Company is a wholly owned subsidiary of the Transferee Company
7. The said Scheme of Amalgamation under the provisions of Section 233 of the Companies Act, 2013 was approved by all the Board of Directors of the Transferee Company who have attended their meeting held on July 15, 2024. The following are the voting details of the Directors:

S. No	Name of the Director	Voted For/Against
1.	Suryanarayana Simhadri	For
2.	Srinivasa Rao Paturi	For

3.	Sateesh Kumar Puligundla	For
4.	Neha Soni	For
5.	Vijay Kumar Deekonda	For

Based on the Suggestions of Registrar of Companies, Telangana, the scheme of Amalgamation is amended and the same was approved by all the Board of Directors of the Transferee Company who have attended their meeting held on November 13, 2024. The following are the voting details of the Directors:

S. No	Name of the Director	Voted For/Against
1.	Srinivasa Rao Paturi	For
2.	Sateesh Kumar Puligundla	For
3.	Neha Soni	For
4.	Vijay Kumar Deekonda	For

A copy of the Scheme of Amalgamation (subsequent upon affecting the suggestions of the Registrar of Companies) is annexed hereto as **(Annexure – II)**.

II) TRANSFEROR COMPANY:

1. **TIERRA SEED SCIENCE PRIVATE LIMITED**, is a Private Limited Company incorporated on January 02, 2012 (Second Day of January, Two Thousand Twelve) in the state of Andhra Pradesh (undivided Andhra Pradesh and presently Telangana) under the provisions of the Companies Act, 1956. The Present Corporate Identification Number (CIN) of the Company is U01403TG2012PTC078361. The PAN of the Company is AAECT0784D. (hereinafter referred to as the “Transferor Company / Tierra Seed Science Private Limited) The Registered Office of the Transferor Company is 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, Email ID: info@tierraseedscience.com
2. The present main objects of the transferor company, as laid down in its Memorandum of Association are also laid in the attached Scheme of Amalgamation.

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

3. During the Last 5 years, the Company has neither changed its Name nor there was any Change in the Objects of the Company. However, the changes in the Registered Office of the Company are as Follows:

Date of Change in Registered Office	Details of Change
January 20, 2023	From H. No. 6-3-348/10, Flat No. 403, 4th Floor, Nirmal Tower 200, Dwarakapuri Colony, Punjagutta, Hyderabad Telangana - 500082 to 1st Floor, Sravana Complex, Kamalapuri Colony, Lane Next to L.V. Prasad Hospital, Road No: 2, Banjara Hills, Hyderabad, Telangana - 500034
July 01, 2020	From Plot No. 198, Sai Aiswarya Residency Khajaguda Village, Golconda Post, Hyderabad to H. No. 6-3-348/10, Flat No. 403, 4th Floor, Nirmal Tower 200, Dwarakapuri Colony, Punjagutta, Hyderabad Telangana - 500082

4. 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.

5. Details of promoters and directors of the transferor Company:

S. No	Name of the Director/Promoters	Address	Designation/Category of Shareholder
1.	Tierra Agrotech Limited	1st Floor, Sravana Complex, Kamalapuri Colony Lane Next to L.V. Prasad Hospital, Road.No.2, Banjara Hills, Hyderabad, Telangana, India, 500034	Promoter
2.	Parthasarathi Bhattacharya	6-3-1198 Flat No-301 East Face Homes, Kundanbagh, Begumpet, Hyderabad, Telangana, 500016	Whole-time Director
3.	Vijay Kumar Deekonda	R/o 1-2-361/47/1, Behind Sai Vani Hospital, Domalguda, Himayathnagar, Hyderabad-500029, Telangana, India	Director
4.	Surinder Kumar Tikoo	D 18 Hill View Residency Baner, Pune, Maharashtra, 411045	Director

6. The Transferee Company is the Holding Company of the Transferor Company.

7. The said Scheme of Amalgamation under the provisions of Section 233 of the Companies Act, 2013 was approved by all the Board of Directors of the Transferor Company who have attended their meeting held on July 15, 2024. The following are the voting details of the Directors:

S. No	Name of the Director	Voted For/Against
1.	Parthasarathi Bhattacharya	For
2.	Vijay Kumar Deekonda	For

Based on the Suggestions of Registrar of Companies, Telangana, the scheme of Amalgamation is amended and the same was approved by all the Board of Directors of the Transferor Company who have attended their meeting held on November 13, 2024. The following are the voting details of the Directors:

S. No	Name of the Director	Voted For/Against
1.	Parthasarathi Bhattacharya	For
2.	Vijay Kumar Deekonda	For

A copy of the Scheme of Amalgamation (subsequent upon affecting the suggestions of the Registrar of Companies) is annexed hereto as (*Annexure – II*).

Common Disclosures in respect of Transferee and Transferor Company:

1. Pursuant to Section 233 (1) (a), on August 12, 2024 the transferee and transferor Company had served the notice of the proposed Scheme in Form CAA.9 to:
 - a. Registrar of Companies
 - b. Official liquidator
 - c. The Income Tax Department

for inviting objections / suggestions, if any, on the proposed Scheme of Amalgamation of M/s. Tierra Seed Science Private Limited (Transferor Company) into M/s. Tierra Agrotech Limited (Transferee Company)

Further, the Company has not received any objections / suggestions from the said except as detailed herein below:

Registrar of Companies:

1. *As per Clause of 8.1 of the proposed Scheme of Merger, “Upon the coming into effect of this Scheme, all staff, workmen and employees of the Transferor company in service as on the Effective Date, shall become the staff, workmen and employees of the Transferee Company and on the terms and conditions ” shall be modified as “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

The Board of Directors of the Company had considered and made the necessary changes to the Scheme as directed by the RoC vide Board Meeting held on November 13, 2024

2. *Capital Clause of 11.2 shows that the authorized Share Capital of the Transferee company on the effective date shall automatically stand increased without any further act, instrument or deed on part of the Transferee company, including payment of Stamp duty and fee payable to ROC, Telangana shall be deleted and be modified as “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”.*

The Board of Directors of the Company had considered and made the necessary changes to the Scheme as directed by the RoC vide Board Meeting held on November 13, 2024

Income Tax Department

1. *The Income Tax Department vide their letter dated 03.10.2024 has mentioned that an outstanding claim for an amount of Rs.94.44 lakhs in terms of the Assessment order u/s 271(1)(c) for the A.Y.2016-17 is due to be paid by the Transferor Company.*

Tierra Seed Science Private Limited (Transferor Company) has preferred an Appeal before the Commissioner of Appeals (Income Tax) u/s. 246(a) of the Income Tax Act on 17/03/2022 vide Form-35 having Acknowledgment 384759770170322 against the Assessment Order dated 03/02/2022 for the AY 2016-2017. NFAC issued notice to furnish written submissions on 27.12.2023. On 10.01.2024, the company filed written submissions along with enclosures having Acknowledgement No. 895009331100124.

2. Explanatory Statement pursuant to sub rule (v) of Rule 6 of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016
 - i. Parties involved in the aforesaid Scheme are:
 - a. M/s. Tierra Agrotech Limited (Transferee Company).
 - b. M/s. Tierra Seed Science Private Limited (Transferor Company).
 - c. Shareholders and Creditors of Transferee and Transferor Companies
 - ii. a. Appointed Date & Effective Date: April 01, 2024
 - b. Share Exchange Ratio & Valuation Report. –

Not Applicable as the Transferor Company is the Wholly owned Subsidiary of the Transferee Company.

- a. The authorized, issued, subscribed and paid-up share capital of Tierra Agrotech Limited 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.

- b. 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.

The transferor Company, being a Wholly owned subsidiary, no shares are proposed to be issued upon the proposed amalgamation. The changes, incidental upon and consequent to the said amalgamation are explained at para 12 (Accounting Treatment) in the attached Scheme of Amalgamation.

Further, no Debt Restructuring is envisaged under the Scheme either in Transferee or transferor Company.

iii. Rationale and benefits of the scheme to the company and its stakeholders:

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.

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.

iv. Amount due to unsecured creditors (as on) July 31, 2024

- Transferee Company: Rs.2.74 Crores
- Transferor Company: Rs.11.56 Crores

3. Disclosure about the effect of the compromise or arrangement on various stakeholders:

The Scheme of Amalgamation and Arrangement, if approved by the appropriate authorities / Tribunal, shall not have any adverse impact or effect on the Key Managerial Personnel (KMP), Directors, Promoters, Non-Promoter Members, Creditors, whether secured or unsecured, employees of Transferee Company and / or Transferor Companies. The Companies does not have any Depositors or Debenture Holders and hence no deposit trustee or debenture trustee.

4. The Directors and KMP of the Transferee Company and the Directors of the Transferor Company have no material interest in the proposed Scheme of Amalgamation and Arrangement except as shareholders in general and the Scheme of Amalgamation and Arrangement shall not have any adverse effect on the Directors and Key Managerial Persons of respective Companies.
5. There are no investigations or proceedings pending against the Transferee or Transferor Company under the Companies Act, 2013
6. The following documents will be open for inspection by the members of the Transferee or Transferor Company at the Registered Office 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 between 10:00 A.M. and 05:00 P.M. on all days upto the date of meeting except Saturdays, Sundays and Public holidays:
 - i. Copy of the latest audited financial statements, (of the Transferee or Transferor Company) i.e., for the FY 2023-24.
 - ii. Copy of the Scheme of Amalgamation.
 - iii. Copy of the certificate issued by the respective Statutory Auditors of the Transferee and Transferor Company, to the effect that the proposed Scheme of compromise or arrangement

is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013 and

- 7.
- a) Apart from the details provided as herein above, the Company has not received any Objections / suggestions from any authority or department.
 - b) Further, the proposed Scheme shall be conditional upon sanction by the Regional Director, South East Region, or NCLT, Hyderabad Bench or such other competent authority under Section 233 and other applicable provisions of the Companies Act, 2013.
 - c) Further, the Scheme shall also be conditional upon such sanctions / approvals as laid at Para 19 of the attached Scheme of Amalgamation.
8. A member is entitled to attend and to vote at the meeting is entitled to appoint a proxy to attend and vote on a poll instead of himself and such a proxy need not be a member of the company. Proxy(ies) in order to be effective must be received at the company's registered office not less than 48 hours before the commencement of the meeting.

**By the Order of the Board
For TIERRA AGROTECH LIMITED**

**Sd/-
Vijay Kumar Deekonda
Wholetime Director
DIN: 06991267**

**Place: Hyderabad
Date: November 13, 2024**

FORM NO. CAA.10

[Pursuant to section 233(1)(c) and rule 25(2)]

Declaration of solvency

1. (a) Corporate identity number (CIN) of Company: L01119TG2013PLC090004
(b) Global location number (GLN) of Company: NA
2. (a) Name of the company: TIERRA AGROTECH LIMITED
(b) Address of the registered office of the company: 1st Floor, Sravana Complex, Kamalapuri Colony
Lane Next to L.V. Prasad Hospital, Road.No.2, Banjara Hills, Hyderabad, Telangana, India,
500034
(c) E-mail ID of the company: cs@tierraagrotech.com
3. (a) Whether the company is listed: Yes
(b) If listed, please specify the name(s) of the stock exchange(s) where listed:
-Bombay Stock Exchange.
4. Date of Board of Directors' resolution approving the scheme: November 13, 2024.

Declaration of Solvency

We, the Directors of **Tierra Agrotech Limited** do solemnly affirm and declare that we have made a full enquiry into the affairs of the company and have formed the opinion that the company is capable of meeting its liabilities as and when they fall due and that the company will not be rendered insolvent within a period of one year from the date of making this declaration.

We append an Limited Review statement of company's assets and liabilities as at September 30, 2024 being the latest date of making this declaration.

We further declare that the company's audited annual accounts including the Balance Sheet have been filed upto date with the Registrar of Companies, Hyderabad.

Signed for and behalf of the Board of Directors

Date:16.11.2024
Place: Hyderabad

Sd/-
Vijay Kumar Deekonda
Whole-time Director
DIN: 06991267

Sd/-
Paturi Srinivasa Rao
Director
DIN: 01220158

Verification

We solemnly declare that we have made a full enquiry into the affairs of the company including the assets and liabilities of this company and that having done so and having noted that the scheme of merger or amalgamation between **Tierra Agrotech Limited** (Transferee Company) and **Tierra seed Science Private Limited** (transferor Company) is proposed to be placed before the shareholders and creditors of the company for approval as per the provisions of sub-section of (1) of section 233 of the Companies Act, 2013, we make this solemn declaration believing the same to be true.

Verified this day of November 16, 2024

Signed for and behalf of the board of directors

Sd/-
Vijay Kumar Deekonda
Whole-time Director
DIN: 06991267

Sd/-
Paturi Srinivasa Rao
Director
DIN: 01220158

Solemnly affirmed and declared at Hyderabad this 16th day of November, 2024 before me.

Sd/-
Commissioner of Oaths and Notary Public

Attachments:

- a) Copy of board resolution
- b) Statement of assets and liabilities
- c) Auditor's Limited Review Report on the statement of assets and liabilities

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT MEETING OF THE BOARD OF DIRECTORS OF TIERRA AGROTECH LIMITED HELD ON MONDAY, 15TH DAY OF JULY, 2024 AT THE REGISTERED OFFICE OF THE COMPANY AT 01ST FLOOR, SRAVANA COMPLEX, KAMALAPURI COLONY LANE, NEXT TO L.V.PRASAD HOSPITAL, ROAD NO- 2, BANJARAHILLS, HYDERABAD – 500034 AT 03.00 PM.

SUB: TO CONSIDER AND APPROVE THE SCHEME OF AMALGAMATION OF TIERRA SEED SCIENCE PRIVATE LIMITED (TRANSFEROR COMPANY) WITH TIERRA AGROTECH LIMITED (TRANSFeree COMPANY)

“**RESOLVED THAT** pursuant to the provisions of Section 233 of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013, and Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, including any statutory modifications, amendments, re-enactments thereof for the time being in force, the NCLT Rules, the provisions of the Memorandum and Articles of Association of the Company and subject to the requisite approvals, sanctions, consents, observations, No Objections, confirmations, permissions from the shareholders and Creditors of the Company, the Regional Director, South East Region or such other competent authority as may be applicable, and the confirmation, permission, sanction and approval of the other statutory/regulatory authorities, if any, in this regard and subject to such other conditions or guidelines, if any, as may be prescribed or stipulated by any such authorities, from time to time, while granting such approvals, sanctions, consents, observations, No Objections, confirmations, permissions and which may be agreed by the Board of Directors of the Company, the draft “Scheme of Amalgamation between Tierra Agrotech Limited and, Tierra Seed Science Private Limited and their respective Shareholders and Creditors” (“Scheme”), providing for amalgamation of Tierra Seed Science Private Limited (Transferor Company) with Tierra Agrotech Limited (Transferee Company) on a going concern basis with effect from 01.04.2024 (First Day of April, Two Thousand and Twenty Four) being the Appointed Date, as placed before the Board and initialed by the Chairman for the purpose of identification, be and is hereby approved by the Board of Directors of the Company.”

“**FURTHER RESOLVED THAT** any of the Board of Directors of the Company be and are hereby severally authorized, empowered and directed on behalf of the Company to take all necessary steps to give effect to the Scheme of Amalgamation and to do all such acts, deeds, matters and things including but not limited to:

- a) appoint advocate(s) / Company Secretary in order to represent the Company before the Regional Director, South East Region, Hyderabad Bench and/or such other authorities and to file the necessary applications, petitions, affidavits, pleadings for and on behalf of the Company and to apply and obtain certified copies of the orders, decrees, directions etc. that may be passed by the Regional Director, South East Region or NCLT and/or such other authorities / courts and all such other documents as may be required for and on behalf of the Company.
- b) verify, deal, sign, swear, affirm, declare, deliver, execute, make, enter into, acknowledge, record and perfect all deeds, declarations, instruments, affidavits, applications, petitions, vakalats, objections, consents, notices and writings whatsoever as may be usual, necessary, proper or expedite in all manners of documents, petitions, affidavits and applications in relation to the implementation of the Scheme.

- c) make such alterations, modifications or amendments in all the applications, petitions and other documents as may be required or necessary for complying with the requirements or conditions as may be imposed by the Regional Director, South East Region and/or any other appropriate authorities and to prepare and execute applications, petitions and file the same with the Regional Director, South East Region or NCLT and/or any other appropriate authorities and to do all such matters connected therewith, as may be directed by the Regional Director, South East Region or NCLT and/or other appropriate authorities, if any, and to appoint and retain services of such professionals as may be necessary in connection therewith including and to do all such acts, deeds, matters and things as may be required to bring the Scheme into effect.
- d) do all such acts, matters, deeds and things as may be necessary or desirable including any directions for settling any questions or doubts or difficulty whatsoever that may arise, for the purpose of giving effect to the Scheme.
- e) accept service of notices or other processes, which may from time to time be issued in connection with the matter aforesaid.
- f) produce all documents, matters or other evidence in connection with the matters aforesaid on all and any of other proceedings incidental thereto or arising thereat.
- g) make, prepare any applications, petitions, appeals, judges summons, notices, before any court, tribunal or authorities.
- h) file, submit with the Registrar of Companies, Regional Director, NCLT, other statutory/regulatory authorities in India any forms, documents, affidavits through electronic media or any other computer readable media or manually to follow up the same.
- i) do all such acts, deeds and things, as may be necessary and incidental thereto, to appoint from time to time or generally such person(s) and any such substitute(s) or sub-delegation of powers conferred vide this resolution to any persons, as may be necessary, and to appoint another or other in his/her or their place, for the better and more effectual doing, effecting and performing all or any such matters and things as aforesaid to all intents and purpose to give effect to this resolution.”

“FURTHER RESOLVED THAT a copy of the foregoing resolution certified to be the true copies by the above mentioned authorised Directors be submitted/furnished to the concerned authorities as may be required.”

//CERTIFIED TRUE COPY//
For **TIERRA AGROTECH LIMITED**

Sd/-
Vijay Kumar Deekonda
Whole-time Director
DIN: 06991267

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT MEETING OF THE BOARD OF DIRECTORS OF TIERRA AGROTECH LIMITED HELD ON WEDNESDAY, 13TH DAY OF NOVEMBER, 2024 AT 06.00 PM THROUGH VIDEO CONFERENCE AND OTHER AUDIO VISUAL MEANS.

SUB: TO CONSIDER AND APPROVE THE MODIFICATION OF THE SCHEME OF AMALGAMATION:

“**RESOLVED THAT** Pursuant to Section 233 and other applicable provisions, if any, of the Companies Act, 2013 and Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 including any statutory modifications, amendments, re-enactments thereof, including statutory modifications thereon, and pursuant to the board resolution dated 15th July 2024 and the comments received from the office of Registrar of Companies, Telangana, the Consent of the Board be and is hereby accorded for the approval of the revised Scheme of Amalgamation between Tierra Seed Science Private Limited (Transferor Company) and Tierra Agrotech Limited (Transferee Company) and their respective shareholders and creditors on going concern basis w.e.f. 1st April 2024 being the Appointed Date, including the amendments made thereunder as per the suggestions of the Registrar of Companies, Telangana, as placed before the Board and initialed by the Chairman for the purpose of identification.”

“**RESOLVED FURTHER THAT** The approval of the Shareholders and the Creditors of the Company be obtained by the Company by circulating a copy of the scheme as approved hereinabove to the Shareholders and the Creditors of the Company.”

“**RESOLVED FURTHER THAT** Mr. Vijay Kumar Deekonda (DIN: 06991267), Whole-time Director, or any other director of the Company be and is/are hereby severally authorized, empowered and directed on behalf of the Company to take all necessary steps to give effect to the Scheme of Arrangement and to do all such acts, deeds, matters and things including but not limited to:

- a) appoint advocate(s) / Company Secretary in order to represent the Company before the Regional Director, South East Region or NCLT at Hyderabad and/or such other authorities and to file the necessary applications, petitions, affidavits, pleadings for and on behalf of the Company and to apply and obtain certified copies of the orders, decrees, directions etc. that may be passed by the Regional Director, South East Region or NCLT and/or such other authorities / courts and all such other documents as may be required for and on behalf of the Company.
- b) verify, deal, sign, swear, affirm, declare, deliver, execute, make, enter into, acknowledge, record and perfect all deeds, declarations, instruments, affidavits, applications, petitions, vakalats, objections, consents, notices and writings whatsoever as may be usual, necessary, proper or expedite in all manners of documents, petitions, affidavits and applications in relation to the implementation of the Scheme.
- c) make such alterations, modifications or amendments in all the applications, petitions and other documents as may be required or necessary for complying with the requirements or conditions as may be imposed by the Regional Director, South East Region or NCLT and/or any other appropriate authorities and to prepare and execute applications, petitions and file the same with the Regional Director, South East Region or NCLT and/or any other appropriate authorities and to do all such matters connected therewith, as may be directed by the Regional Director, South East Region or NCLT and/or other appropriate authorities, if any, and to appoint and

retain services of such professionals as may be necessary in connection therewith including and to do all such acts, deeds, matters and things as may be required to bring the Scheme into effect.

- d) do all such acts, matters, deeds and things as may be necessary or desirable including any directions for settling any questions or doubts or difficulty whatsoever that may arise, for the purpose of giving effect to the Scheme.
- e) accept service of notices or other processes, which may from time to time be issued in connection with the matter aforesaid.
- f) produce all documents, matters or other evidence in connection with the matters aforesaid on all and any of other proceedings incidental thereto or arising thereat.
- g) make, prepare any applications, petitions, appeals, judges summons, notices, before any court, tribunal or authorities.
- h) file, submit with the Registrar of Companies, Regional Director, other statutory/regulatory authorities in India any forms, documents, affidavits through electronic media or any other computer readable media or manually to follow up the same.
- i) do all such acts, deeds and things, as may be necessary and incidental thereto, to appoint from time to time or generally such person(s) and any such substitute(s) or sub-delegation of powers conferred vide this resolution to any persons, as may be necessary, and to appoint another or other in his/her or their place, for the better and more effectual doing, effecting and performing all or any such matters and things as aforesaid to all intents and purpose to give effect to this resolution.”

“FURTHER RESOLVED THAT board do hereby appoint and authorize Mrs. N. Vanitha, Company Secretary in Practice (M.No: 26859 and CP No: 10573) to represent and enter appearance on behalf of the Company before the Regional Director, South East Region Bench, Hyderabad, and to take part in the hearing, if any, in relation to the petition being filed for the purpose of Merge of Tierra Seed Science Private Limited (Transferor Company) and Tierra Agrotech Limited (Transferee Company).”

“FURTHER RESOLVED THAT a copy of the foregoing resolutions certified to be the true copies by the abovementioned authorised director be submitted/furnished to the concerned authorities as may be required.”

\\CERTIFIED TRUE COPY//
For TIERRA AGROTECH LIMITED

Sd/-
Vijay Kumar deekonda
Whole-time Director
DIN: 06991267

Statement of assets and liabilities as at September 30, 2024

Name of the company: **Tierra Agrotech Limited**

ASSETS:

(All amounts Rs. in Lakhs)

S. No.	Name of the Assets	Book Value	Estimated Realisable Value
1	Balance at Bank	696.24	696.24
2	Cash in Hand	-	-
3	Marketable Securities	-	-
4	Bills Receivables	-	-
5	Trade Receivables	2,685.72	2,685.72
6	Loans and Advances	726.68	726.68
7	Unpaid calls	-	-
8	Stock-in-trade	1,785.53	1,785.53
9	Work in progress	-	-
10	Freehold property	-	-
11	Leasehold Property	-	-
12	Plant and Machinery	49.75	49.75
13	Furniture, Fittings & utensils etc.,	133.09	133.09
14	Patents, trademarks and Goodwill etc.,	5,653.86	5,653.86
15	Investments other than marketable securities	3,453.01	3,453.01
16	Deferred Tax Asset	1,928.75	-
17	Other Property	1,251.09	1,241.67
	Total (A)	18,363.72	16,425.54

LIABILITIES:*(All amounts Rs. in Lakhs)*

S. No	Name of the Liabilities	Estimated to Rank for Payment
1	Secured on Specific Assets	8.37
2	Secured by Floating Charge(s)	-
3	Estimated Cost of Liquidation and other expenses including interest accruing until payment of debts in full	
4	Unsecured Creditors (amount estimated to rank for payment)	
(a)	Trade Payables	387.01
(b)	Bills Payable	-
(c)	Accrued Expenses	1,231.30
(d)	Other Liabilities	1,679.57
(e)	Contingent Liabilities	-
	Total (B)	3,306.25
	Estimated Surplus after paying debts in full C=(A-B)	13,119.29

For **Ramasamy Koteswara Rao and Co LLP** Signed for and behalf of the board of directors
Chartered Accountants
FRN: 010396S/S200084

Sd/-
Murali Krishna Reddy Telluri
Partner
M.No.223022
UDIN: 24223022BKASAM7279

Sd/-
Vijay Kumar Deekonda
Whole-time Director
DIN: 06991267

Sd/-
Paturi Srinivasa Rao
Director
DIN: 01220158

Date: 16.11.2024
Place: Hyderabad

Auditor's report on the statement of assets and liabilities

To the Board of Directors of
Tierra Agrotech Limited (the 'Company')

1. We, Ramasamy Koteswara Rao and Co LLP, Chartered Accountants, Statutory Auditors of the Company have been reviewed the accompanying Unaudited Standalone Statement of assets and liabilities of M/s. Tierra Agrotech Limited, for a period of September 30th 2024 being submitted by the Company pursuant to the Provisions of Section 233(1) (C) of the Companies Act, 2013 and Rule 25(2) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016. This Statement is the responsibility of the Management of the Company and has been approved by the Board of Directors of the Company at their Meeting held on 13-11-2024. Our responsibility is to issue a report on the statement based on our Review.
2. We conducted our review in accordance with the Standard on review engagement (SRE) 2410, "Review of Interim Financial information performed by the Independent Auditor of the entity" issued by the Institute of Chartered Accountants of India. This Standard requires that we plan and perform the review to obtain assurance about whether the Financial Results are free of material misstatement. A review is limited primarily to make enquiries of the company Personnel and analytical procedures applied to financial data.
3. Based on our review conducted as above, nothing has come to our attention that causes us to believe that the accompanying statement has not been prepared in all material respects in accordance with the Accounting Standards and other recognized accounting practices and policies generally accepted in India.

For **Ramasamy Koteswara Rao and Co LLP**
Chartered Accountants
FRN:010396S/S200084

Sd/-
(Murali Krishna Reddy Telluri)
Partner
M.No. 223022
UDIN: 24223022BKASAM7279

Place: Hyderabad
Date: 16-11-2024

FORM NO. CAA.10

**[Pursuant to section 233(1)(c) and rule 25(2)]
Declaration of solvency**

5. (a) Corporate identity number (CIN) of Company: U01403TG2012PTC078361
(b) Global location number (GLN) of Company: NA
6. (a) Name of the company: TIERRA SEED SCIENCE PRIVATE LIMITED
(b) Address of the registered office of the company: 1st Floor, Sravana Complex, Kamalapuri Colony
Lane Next to L.V. Prasad Hospital, Road.No.2, Banjara Hills, Hyderabad, Telangana, India,
500034
(c) E-mail ID of the company: info@tierraseedscience.com
7. (a) Whether the company is listed: No
(b) If listed, please specify the name(s) of the stock exchange(s) where listed: NA
8. Date of Board of Directors' resolution approving the scheme: November 13, 2024.

Declaration of Solvency

We, the Directors of **Tierra Seed Science Private Limited** do solemnly affirm and declare that we have made a full enquiry into the affairs of the company and have formed the opinion that the company is capable of meeting its liabilities as and when they fall due and that the company will not be rendered insolvent within a period of one year from the date of making this declaration.

We append a Limited Review statement of company's assets and liabilities as at September 30, 2024 being the latest date of making this declaration.

We further declare that the company's audited annual accounts including the Balance Sheet have been filed upto date with the Registrar of Companies, Hyderabad.

Signed for and behalf of the board of directors

Date: 16.11.2024
Place: Hyderabad

Sd/-
Vijay Kumar Deekonda
Director
DIN: 06991267

Sd/-
Parthasarathi Bhattacharya
Whole-time Director
DIN: 05154281

Verification

We solemnly declare that we have made a full enquiry into the affairs of the company including the assets and liabilities of this company and that having done so and having noted that the scheme of merger or amalgamation between **Tierra Agrotech Limited** (Transferee Company) and **Tierra seed Science Private Limited** (transferor Company) is proposed to be placed before the shareholders and creditors of the company for approval as per the provisions of sub-section of (1) of section 233 of the Companies Act, 2013, we make this solemn declaration believing the same to be true.

Verified this day the 16th day of November, 2024

Signed for and behalf of the board of directors

Sd/-	Sd/-
Vijay Kumar Deekonda	Parthasarathi Bhattacharya
Director	Whole-time Director
DIN: 06991267	DIN: 05154281

Solemnly affirmed and declared at Hyderabad this 16th Day of November, 2024 before me.

Sd/-
Commissioner of Oaths and Notary Public

Attachments:

- a) Copy of board resolution
- b) Statement of assets and liabilities
- c) Auditor's Limited Review report on the statement of assets and liabilities

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF TIERRA SEED SCIENCE PRIVATE LIMITED HELD ON MONDAY JULY 15, 2024 AT 06.00 P.M AT THE REGISTERED OFFICE OF THE COMPANY 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

SUB: TO CONSIDER AND APPROVE THE SCHEME OF AMALGAMATION OF TIERRA SEED SCIENCE PRIVATE LIMITED (TRANSFEROR COMPANY) WITH TIERRA AGROTECH LIMITED (TRANSFEE COMPANY)

“RESOLVED THAT pursuant to the provisions of Section 233 of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013, and Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, including any statutory modifications, amendments, re-enactments thereof for the time being in force, the NCLT Rules, the provisions of the Memorandum and Articles of Association of the Company and subject to the requisite approvals, sanctions, consents, observations, No Objections, confirmations, permissions from the shareholders and Creditors of the Company, the Regional Director, South East Region or such other competent authority as may be applicable, and the confirmation, permission, sanction and approval of the other statutory/regulatory authorities, if any, in this regard and subject to such other conditions or guidelines, if any, as may be prescribed or stipulated by any such authorities, from time to time, while granting such approvals, sanctions, consents, observations, No Objections, confirmations, permissions and which may be agreed by the Board of Directors of the Company, the draft “Scheme of Amalgamation between Tierra Agrotech Limited and, Tierra Seed Science Private Limited and their respective Shareholders and Creditors” (“Scheme”), providing for amalgamation of Tierra Seed Science Private Limited (Transferor Company) with Tierra Agrotech Limited (Transferee Company) on a going concern basis with effect from 01.04.2024 (First Day of April, Two Thousand and Twenty Four) being the Appointed Date, as placed before the Board and initialed by the Chairman for the purpose of identification, be and is hereby approved by the Board of Directors of the Company.”

“FURTHER RESOLVED THAT any of the Board of Directors of the Company be and are hereby severally authorized, empowered and directed on behalf of the Company to take all necessary steps to give effect to the Scheme of Amalgamation and to do all such acts, deeds, matters and things including but not limited to:

- a) appoint advocate(s) / Company Secretary in order to represent the Company before the Regional Director, South East Region, Hyderabad Bench and/or such other authorities and to file the necessary applications, petitions, affidavits, pleadings for and on behalf of the Company and to apply and obtain certified copies of the orders, decrees, directions etc. that may be passed by the Regional Director, South East Region or NCLT and/or such other authorities / courts and all such other documents as may be required for and on behalf of the Company.
- b) verify, deal, sign, swear, affirm, declare, deliver, execute, make, enter into, acknowledge, record and perfect all deeds, declarations, instruments, affidavits, applications, petitions, vakalats, objections, consents, notices and writings whatsoever as may be usual, necessary, proper or expedite in all manners of documents, petitions, affidavits and applications in relation to the implementation of the Scheme.

- c) make such alterations, modifications or amendments in all the applications, petitions and other documents as may be required or necessary for complying with the requirements or conditions as may be imposed by the Regional Director, South East Region and/or any other appropriate authorities and to prepare and execute applications, petitions and file the same with the Regional Director, South East Region or NCLT and/or any other appropriate authorities and to do all such matters connected therewith, as may be directed by the Regional Director, South East Region or NCLT and/or other appropriate authorities, if any, and to appoint and retain services of such professionals as may be necessary in connection therewith including and to do all such acts, deeds, matters and things as may be required to bring the Scheme into effect.
- d) do all such acts, matters, deeds and things as may be necessary or desirable including any directions for settling any questions or doubts or difficulty whatsoever that may arise, for the purpose of giving effect to the Scheme.
- e) accept service of notices or other processes, which may from time to time be issued in connection with the matter aforesaid.
- f) produce all documents, matters or other evidence in connection with the matters aforesaid on all and any of other proceedings incidental thereto or arising thereat.
- g) make, prepare any applications, petitions, appeals, judges summons, notices, before any court, tribunal or authorities.
- h) file, submit with the Registrar of Companies, Regional Director, NCLT, other statutory/regulatory authorities in India any forms, documents, affidavits through electronic media or any other computer readable media or manually to follow up the same.
- i) do all such acts, deeds and things, as may be necessary and incidental thereto, to appoint from time to time or generally such person(s) and any such substitute(s) or sub-delegation of powers conferred vide this resolution to any persons, as may be necessary, and to appoint another or other in his/her or their place, for the better and more effectual doing, effecting and performing all or any such matters and things as aforesaid to all intents and purpose to give effect to this resolution.”

“**FURTHER RESOLVED THAT** a copy of the foregoing resolution certified to be the true copies by the above mentioned authorised Directors be submitted/furnished to the concerned authorities as may be required.”

//CERTIFIED TRUE COPY//
For TIERRA SEED SCIENCE PRIVATE LIMITED

Sd/-
Vijay Kumar Deekonda
Director
DIN:06991267

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT MEETING OF THE BOARD OF DIRECTORS OF TIERRA SEED SCIENCE PRIVATE LIMITED HELD ON WEDNESDAY, 13TH DAY OF NOVEMBER, 2024 AT 07.45 PM AT THE REGISTERED OFFICE OF THE COMPANY 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

SUB: TO CONSIDER AND APPROVE THE MODIFICATION OF THE SCHEME OF AMALGAMATION:

“**RESOLVED THAT** Pursuant to Section 233 and other applicable provisions, if any, of the Companies Act, 2013 and Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 including any statutory modifications, amendments, re-enactments thereof, including statutory modifications thereon, and pursuant to the board resolution dated 15th July 2024 and the comments received from the office of Registrar of Companies, Telangana, the Consent of the Board be and is hereby accorded for the approval of the revised Scheme of Amalgamation between Tierra Seed Science Private Limited (Transferor Company) and Tierra Agrotech Limited (Transferee Company) and their respective shareholders and creditors on going concern basis w.e.f. 1st April 2024 being the Appointed Date, including the amendments made thereunder as per the suggestions of the Registrar of Companies, Telangana, as placed before the Board and initialed by the Chairman for the purpose of identification.”

“**RESOLVED FURTHER THAT** The approval of the Shareholders and the Creditors of the Company be obtained by the Company by circulating a copy of the scheme as approved hereinabove to the Shareholders and the Creditors of the Company.”

“**RESOLVED FURTHER THAT** Mr. Vijay Kumar Deekonda (DIN: 06991267), Director, or any other director of the Company be and is/are hereby severally authorized, empowered and directed on behalf of the Company to take all necessary steps to give effect to the Scheme of Arrangement and to do all such acts, deeds, matters and things including but not limited to:

- a) appoint advocate(s) / Company Secretary in order to represent the Company before the Regional Director, South East Region or NCLT at Hyderabad and/or such other authorities and to file the necessary applications, petitions, affidavits, pleadings for and on behalf of the Company and to apply and obtain certified copies of the orders, decrees, directions etc. that may be passed by the Regional Director, South East Region or NCLT and/or such other authorities / courts and all such other documents as may be required for and on behalf of the Company.
- b) verify, deal, sign, swear, affirm, declare, deliver, execute, make, enter into, acknowledge, record and perfect all deeds, declarations, instruments, affidavits, applications, petitions, vakalats, objections, consents, notices and writings whatsoever as may be usual, necessary, proper or expedite in all manners of documents, petitions, affidavits and applications in relation to the implementation of the Scheme.
- c) make such alterations, modifications or amendments in all the applications, petitions and other documents as may be required or necessary for complying with the requirements or conditions as may be imposed by the Regional Director, South East Region or NCLT and/or any other appropriate authorities and to prepare and execute applications, petitions and file the same with the Regional Director, South East Region or NCLT and/or any other appropriate authorities and to do all such matters connected therewith, as may be directed by the Regional Director, South East Region or NCLT and/or other appropriate authorities, if any, and to appoint and

retain services of such professionals as may be necessary in connection therewith including and to do all such acts, deeds, matters and things as may be required to bring the Scheme into effect.

- d) do all such acts, matters, deeds and things as may be necessary or desirable including any directions for settling any questions or doubts or difficulty whatsoever that may arise, for the purpose of giving effect to the Scheme.
- e) accept service of notices or other processes, which may from time to time be issued in connection with the matter aforesaid.
- f) produce all documents, matters or other evidence in connection with the matters aforesaid on all and any of other proceedings incidental thereto or arising thereat.
- g) make, prepare any applications, petitions, appeals, judges summons, notices, before any court, tribunal or authorities.
- h) file, submit with the Registrar of Companies, Regional Director, other statutory/regulatory authorities in India any forms, documents, affidavits through electronic media or any other computer readable media or manually to follow up the same.
- i) do all such acts, deeds and things, as may be necessary and incidental thereto, to appoint from time to time or generally such person(s) and any such substitute(s) or sub-delegation of powers conferred vide this resolution to any persons, as may be necessary, and to appoint another or other in his/her or their place, for the better and more effectual doing, effecting and performing all or any such matters and things as aforesaid to all intents and purpose to give effect to this resolution.”

“FURTHER RESOLVED THAT board do hereby appoint and authorize Mrs. N. Vanitha, Company Secretary in Practice (M.No: 26859 and CP No: 10573) to represent and enter appearance on behalf of the Company before the Regional Director, South East Region Bench, Hyderabad, and to take part in the hearing, if any, in relation to the petition being filed for the purpose of Merge of Tierra Seed Science Private Limited (Transferor Company) and Tierra Agrotech Limited (Transferee Company).”

“FURTHER RESOLVED THAT a copy of the foregoing resolutions certified to be the true copies by the above mentioned authorised director be submitted/furnished to the concerned authorities as may be required.”

\\CERTIFIED TRUE COPY//
For TIERRA SEED SCIENCE PRIVATE LIMITED

Sd/-
Vijay Kumar Deekonda
Director
DIN: 06991267

ANNEXURE
Statement of assets and liabilities as at September 30, 2024

Name of the company: **Tierra Seed Science Private Limited**

ASSETS:

(All amounts Rs. in Lakhs)

S. No.	Name of the Assets	Book Value	Estimated Realisable Value
1	Balance at Bank	11.23	11.23
2	Cash in Hand	-	-
3	Marketable Securities	-	-
4	Bills Receivables	-	-
5	Trade Receivables	151.50	151.50
6	Loans and Advances	1,074.10	1,074.10
7	Unpaid calls	-	-
8	Stock-in-trade	10.91	10.91
9	Work in progress	-	-
10	Freehold property	-	-
11	Leasehold Property	-	-
12	Plant and Machinery	-	-
13	Furniture, Fittings & utensils etc.,	0.26	0.26
14	Patents, trademarks etc.,	0.63	0.63
15	Investments other than marketable securities	-	-
16	Other Property	-	-
17	Other current assets	22.37	22.37
	Total (A)	1,271.00	1,271.00

LIABILITIES:*(All amounts Rs. in Lakhs)*

S. No	Name of the Liabilities	Estimated to Rank for Payment
1	Secured on Specific Assets	-
2	Secured by Floating Charge(s)	-
3	Estimated Cost of Liquidation and other expenses including interest accruing until payment of debts in full	-
4	Unsecured Creditors (amount estimated to rank for payment)	
(a)	Trade Payables	1,163.03
(b)	Bills Payable	-
(c)	Accrued Expenses	6.49
(d)	Other Liabilities	56.24
(e)	Contingent Liabilities	-
	Total (B)	1225.76
	Estimated Surplus after paying debts in full C=(A-B)	45.24

For **Ramasamy Koteswara Rao and Co
LLP**

Chartered Accountants
FRN: 010396S/S200084

Signed for and behalf of the board of directors

Sd/-
Murali Krishna Reddy Telluri
Partner
M.No.223022
UDIN: 24223022BKASAN4259

Sd/-
**Vijay Kumar
Deekonda**
Director
DIN: 06991267

Sd/-
**Parthasarathi
Bhattacharya**
Whole-time Director
DIN: 05154281

Date: 16.11.2024
Place: Hyderabad

Auditor's report on the statement of assets and liabilities

To the Board of Directors of
Tierra Seed Science Private Limited (the 'Company')

1. We, Ramasamy Koteswara Rao and Co LLP, Chartered Accountants, Statutory Auditors of the Company have been reviewed the accompanying Unaudited Standalone Statement of assets and liabilities of M/s. Tierra Seed Science Private Limited, for a period of September 30th 2024 being submitted by the Company pursuant to the Provisions of Section 233(1) (C) of the Companies Act, 2013 and Rule 25(2) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016. This Statement is the responsibility of the Management of the Company and has been approved by the Board of Directors of the Company at their Meeting held on 13-11-2024. Our responsibility is to issue a report on the statement based on our Review.
2. We conducted our review in accordance with the Standard on review engagement (SRE) 2410, "Review of Interim Financial information performed by the Independent Auditor of the entity" issued by the Institute of Chartered Accountants of India. This Standard requires that we plan and perform the review to obtain assurance about whether the Financial Results are free of material misstatement. A review is limited primarily to make enquiries of the company Personnel and analytical procedures applied to financial data.
3. Based on our review conducted as above, nothing has come to our attention that causes us to believe that the accompanying statement has not been prepared in all material respects in accordance with the Accounting Standards and other recognized accounting practices and policies generally accepted in India.

For **Ramasamy Koteswara Rao and Co LLP**
Chartered Accountants
FRN:010396S/S200084

Sd/-
(Murali Krishna Reddy Telluri)
Partner
M.No. 223022
UDIN: 24223022BKASAN4259

Place: Hyderabad
Date: 16-11-2024

**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.

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.

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.

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.

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.

- 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, Kamalapur 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, Kamalapur 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:

- a) All the assets and properties, rights, title, benefits, entitlements and business of the Transferor Company as on the Appointed Date.
- b) 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.
- c) 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 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.

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, 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.
- 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.

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 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 oblige 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 Annuation Fund, if applicable, Employee's State Insurance Corporation Contribution, Labour 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 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”.
- 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 TRANSFEEE 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:
- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. The value of all investments held by the Transferee Company in the Transferor Company shall stand cancelled pursuant to merge
 - v. 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.

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.
- 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):

- (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 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.

Form No. MGT-11
Proxy form
[Pursuant to section 105(6) of the Companies Act, 2013 and rule 19(3) of the Companies
(Management and Administration) Rules, 2014]

CIN: L01119TG2013PLC090004

Name of the Company: TIERRA AGROTECH LIMITED

Registered Office: 1st Floor, Sravana Complex, Kamalapuri Colony Lane Next to LV Prasad Hospital, Road.No.2, Banjara Hills, Hyderabad, 500034, Telangana, India.

Name of the member (s):	E-mail Id:
	No. of shares held
Registered address:	Folio No.
	DP ID*
	Client ID*

* Applicable for investors holding shares in electronic form.

I/We being the member(s) of.....shares of the above named Company hereby appoint:

1.Name:.....

Address:

E mail id:

Signature:....., or failing him

2. Name:.....

Address:

E mail id:

Signature:.....

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the Extraordinary General Meeting of the Company to be held on Thursday, December 12, 2024 at 11.00 A.M at the Registered office of the Company at 1st Floor, Sravana Complex, Kamalapuri Colony Lane Next to L.V. Prasad Hospital, Road.No.2, Banjara Hills Hyderabad Telangana 500034 and at any adjournment thereof in respect of such resolutions as are indicated below:

S.No.	Resolution	For	Against
1.	To approve with or without modifications, the Scheme of Amalgamation of Tierra Seed Science Private Limited (Transferor Company) with Tierra Agrotech Limited (Transferee Company) and their respective shareholders and creditors by passing the following resolution		

Signed this day of..... 2024

Signature of shareholder.....

Signature of Proxy holder(s) (1).....

Signature of Proxy holder(s) (2).....

Affix Revenue Stamp

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

ATTENDANCE SLIP
PLEASE COMPLETE THIS ATTENDANCE SLIP AND HAND IT OVER
AT THE ENTRANCE OF THE MEETING HALL

Member _____ / _____ Proxy
.....
(First) (Middle) (Surname)

I hereby record my presence at the Extra Ordinary General Meeting of the Company held on Thursday, December 12, 2024 at 11.00 a.m. at the registered office of the company at st Floor, Sravana Complex, Kamalapuri Colony Lane Next to LV Prasad Hospital, Road.No.2, Banjara Hills, Hyderabad Telangana, 500034.

DPID * :	Folio No. :
Client Id * :	No. of Shares :

Signature of shareholder(s)/proxy

1. Only Member/Proxy holder/Authorised Representative can attend the Meeting.
2. Member/Proxy holder/Authorised Representative should bring his/her copy of the Notice of the EGM for reference as the practice of distribution of copies of the Report at the meeting has been discontinued.

ROUTE MAP

