



Date: 21<sup>st</sup> December, 2024

To  
The General Manager-Listing  
Corporate Relationship Department  
BSE Limited, Ground Floor,  
P.J. Towers, Dalal Street, Mumbai

**Scrip Code: 530883**

**Sub: Outcome of the board meeting held on December 21, 2024.**

With reference to above subject and in compliance with Regulation 33 and 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, we hereby submit the outcome of the Meeting of the Board of Director held on today i.e., **Saturday, December 21, 2024** at 01:00 p.m. and concluded on 06.00 p.m., Board of directors has considered and approved the following: -

1. Approved modification in terms of the loan agreement with Wherrelz IT Solutions Limited, Voltrix INC, by adding the clause containing an option to convert loan into shares in the company subject to approval of shareholders of the company through postal ballot and applicable regulatory body;
2. Increase in Authorised Share Capital of the Company form Rs. 10,00,00,000/- (Rs. Ten crore) Divided in to 5,00,00,000 Equity Shares of the Company upto Rs. 18,00,00,000/- (Eighteen Crore) divided in to 9,00,00,000 Equity Shares of the Company, subject to approval of members through postal ballot.
3. Agenda for proposal for execution of Agreement pertaining to issue of Equity Shares of the Company against Technical Know-how belonging to promoters has not been passed by the Board of Directors of the Company.
4. Agenda for modification in terms of loan agreement with the SU- Aarogya wellness has not been passed by the Board of Directors of the Company.
5. Appoint Mr. Brijesh Palsana (DIN: 10876156) as an Independent Director of the Company in place of Mr. Mahendrasinh S Rao (DIN: 08758983). as Non-Executive Independent Director, not liable to retire by rotation, for a tenure of 5 consecutive years commencing from 21<sup>st</sup> December 2024 to 20<sup>th</sup> December 2029 subject to approval of the shareholders.

## **Super Crop Safe Limited**

**Regd. Off :** C-1/290, G.I.D.C. Estate, Phase-I, Naroda, Ahmedabad-382330. (GUJARAT)

**Phone :** 079-22823907, **E-mail :** super\_crop\_safe@yahoo.com

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**CIN :** L24231GJ1987PLC009392



6. Mr. Mahendrasinh S Rao (DIN: 08758983) has tendered his resignation as the Independent Director of the Company, with effect from close of business hours on 21<sup>st</sup> December, 2024, citing pre-occupation and other professional commitments from the post of an Independent Director. Consequently, he shall also cease to be a Member of the Nomination and Remuneration committee of the Company.

7. Approval of draft of Postal ballot Notice

8. Appointment of **Mrs. Rupal Patel**(FCS-6275, CP No-3803), as Scrutinizer

Pursuant to Clause 5 of Para B of Part A of Schedule III of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI circular dated July 13, 2023, we enclose herewith the requisite details in respect of the agreement entered & disbursement of loan of Rs. 29,21,21,401.41/-

The disclosures required under Regulation 30 of the SEBI Listing Regulations read with Disclosure Circular dated July 13, 2023, is enclosed herewith as **Annexure-A, Annexure-B,**

You are requested to take the above information on records and disseminate the same.

Thanking you,  
Yours faithfully

**For Super Crop Safe Limited**

**Hiral Patel**  
**Company Secretary & Compliance Officer**

Encl. as above.

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## Annexure A

Agreements (viz. loan agreement(s) or any other agreement(s) which are binding and not in normal course of business, revision(s) or amendment(s) and termination(s) thereof:

| Sr. No. | Particulars  | Details  | Details   |
|---------|--|--|---|
| 1.      | i. Details of Lender and Borrower<br><br>ii. Relationship with the Company | Lender: Wherrelz IT Solutions Limited<br><br>Borrower: Super Crop Safe Limited<br><br>Lender and borrower are not related to each other. | Lender: Voltrix INC<br><br>Borrower: Super Crop Safe Limited<br><br>Mr. Narendrasingh Zala, director of Company is interested since he is partner in Voltrix INC. Voltrix INC is also an operational creditor of the company. |
| 2.      | Purpose of entering into the agreement                                     | To borrow money to meet the working capital requirements of the company.   | To borrow money to meet the working capital requirements of the company and to sale and purchase goods.   |
| 3.      | Size of the agreement as on date   | Rs. 18,94,40,000/-   | Loan Amount: Rs. 9,96,18,294<br><br>Outstanding operational creditor balance to be converted into loan: Rs. 30,63,107<br><br>Total amount Rs. :10,26,81,401   |
| 4.      | Shareholding, if any, in the Company with whom the agreement is executed;  | No Shares  | No Shares   |

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| Sr. No. | Particulars   | Details   | Details  |
|---------|---|---|--|
| 5.      | Significant terms of the agreement (in brief)                                 | <p><b>Nature of Loan:</b> Unsecured term loan of INR 18,94,40,000</p> <p><b>Interest Rate:</b> 0% P.A.</p> <p><b>Repayable Term:</b> On demand.</p> <p><b>Tenure:</b> Repayable on demand</p> <p><b>Other Conditions:</b> The Lenders hereby agreed and give option to the borrower, that, if the Borrower, intends then, after complying with the requisite formalities which is prescribed in Section 62 of the companies Act, 2013 and the SEBI guidelines issued from time to time, the said amount of loan along with the outstanding interest, if any, as on date of passing of Special resolution by the borrower, shall be converted into the fully paid up equity shares and shall rank pari passu with the existing shares of the Borrower Company.</p> | <p><b>Nature of Loan:</b> Unsecured term loan and Outstanding operational creditor balance to be converted into loan aggregating to INR 10,26,81,401</p> <p><b>Interest Rate:</b> 0% P.A.</p> <p><b>Repayable Term:</b> On demand.</p> <p><b>Tenure:</b> Repayable on demand</p> <p><b>Other Conditions:</b> The Lenders hereby agreed and give option to the borrower, that, if the Borrower, intends then, after complying with the requisite formalities which is prescribed in Section 62 of the companies Act, 2013 and the SEBI guidelines issued from time to time, the said amount of loan along with the outstanding interest, if any, as on date of passing of Special resolution by the borrower, shall be converted into the fully paid up equity shares and shall rank pari passu with the existing shares of the Borrower Company.</p> |
| 6.      | Extent and the nature of impact on management or control of the listed entity | <p>If the conversion leads to a significant allotment of equity shares to the lender, there could be a <b>change in shareholding patterns.</b></p> <p>Depending on the percentage of equity acquired by the lender, there might be an impact on <b>voting rights</b> and</p>  | <p>If the conversion leads to a significant allotment of equity shares to the lender, there could be a <b>change in shareholding patterns.</b></p> <p>Depending on the percentage of equity acquired by the lender, there might be an impact on <b>voting rights</b> and</p>   |

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| Sr. No. | Particulars  | Details  | Details   |
|---------|--|--|---|
|         |  | <p><b>decision-making power</b> within the company.</p> <p>A potential <b>change in control</b> might arise if the lender acquires substantial equity.</p>   | <p><b>decision-making power</b> within the company.</p> <p>A potential <b>change in control</b> might arise if the lender acquires substantial equity.</p>  |
| 7.      | Details and quantification of the restriction or liability imposed upon the listed entity  | NIL  | NIL   |
| 8.      | Whether the said parties are related to Promotor/ Promotor group/ Group Companies of the Company?<br><br>Nature of Relationship  | No   | No  |
| 9.      | whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"   | N.A.   | Yes, Transaction is done at "arm's length"  |
| 10.     | In case of issuance of shares to the parties, details of issue price, class of shares issued;  | N.A.   | N.A.  |
| 11.     | In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis; | The loan agreement was executed on 01 <sup>st</sup> December, 2023<br>Please refer to item #5 above for the significant terms of the agreement.  | The loan agreement was executed on 21 <sup>st</sup> July, 2023<br>Please refer to item #5 above for the significant terms of the agreement.   |
| 12.     | In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):<br><br>i. name of parties to the agreement;<br><br>ii. nature of the agreement;<br><br>iii. date of execution of the agreement;<br><br>iv. details and reason for amendment or   | The Board has approved the modification of the said loan agreement and details of the same are mentioned below:<br><br>i. <b>Name of the parties to the agreement:</b><br>Lender: Wherrelz IT Solutions Limited<br>Borrower: Super Crop Safe Limited<br><br>ii. <b>Nature of Agreement:</b><br>Unsecured Loan Agreement. | The Board has approved the modification of the said loan agreement and details of the same are mentioned below:<br><br>i. <b>Name of the parties to the agreement:</b><br>Lender: Voltrix INC<br>Borrower: Super Crop Safe Limited<br><br>ii. <b>Nature of Agreement:</b><br>Unsecured Loan Agreement.<br><br>ii. <b>Date of execution of the</b> |

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| Sr. No. | Particulars   | Details  | Details   |
|---------|---|--|---|
|         | <p>alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier)</p> <p>v. reason for rescission and impact thereof (Including impact on the management or control and on the restriction or liability quantified earlier)</p> | <p>iii. <b>Date of execution of the agreement:</b> 01<sup>st</sup> December, 2023</p> <p>iv. <b>Details and reason for amendment:</b></p> <p>The board has approved the addition of clause which contains option to convert the loan into fully paid-up equity shares of the company. The Board has suggested the modification to establish a revised equity share capital structure to support future growth initiatives.</p> <p>v. <b>Impact on Management or Control:</b></p> <p>If the conversion leads to a significant allotment of equity shares to the lender, there could be a <b>change in shareholding patterns.</b></p> <p>Depending on the percentage of equity acquired by the lender, there might be an impact on <b>voting rights and decision-making power</b> within the company.</p> <p>A potential <b>change in control</b> might arise if the lender acquires substantial equity.</p> | <p><b>agreement:</b> 21<sup>st</sup> July, 2023</p> <p>iv. <b>Details and reason for amendment:</b></p> <p>The Board of Directors has approved the conversion of the outstanding balance of ₹10,26,81,401 in the capacity of financial as well as operational creditor i.e. Voltrix INC (Loan Amount: Rs. 9,96,18,294 plus Outstanding operational creditor balance to be converted into loan: Rs. 30,63,107 aggregating to Rs.: 10,26,81,401) into a loan and the addition of clause which contains option to convert the loan into fully paid-up equity shares of the company. The Board has suggested the modification to establish a revised equity share capital structure to support future growth initiatives.</p> <p>v. <b>Impact on Management or Control:</b> If the conversion leads to a significant allotment of equity shares to the lender, there could be a <b>change in shareholding patterns.</b></p> <p>Depending on the percentage of equity acquired by the lender, there might be an impact on <b>voting rights and decision-making power</b> within the company.</p> <p>A potential <b>change in</b></p> |

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| Sr. No. | Particulars  | Details   | Details   |
|---------|--|---|---|
|         |  | <p><b>Impact on Restrictions or Liabilities &amp; Reduction in Debt Obligations:</b> The conversion will reduce the company's liability by converting debt into equity, improving the debt-to-equity ratio.</p> <p><b>Equity Dilution:</b> Existing shareholders might experience dilution of their shareholding, depending on the proportion of equity issued to the lender.</p> <p><b>Quantified Impact:</b> The precise financial impact will depend on the <b>valuation of equity shares</b> determined by the registered valuer at the time of conversion.</p> | <p><b>control</b> might arise if the lender acquires substantial equity.</p> <p><b>Impact on Restrictions or Liabilities:</b></p> <p><b>Reduction in Debt Obligations:</b> The conversion will reduce the company's liability by converting debt into equity, improving the debt-to-equity ratio.</p> <p><b>Equity Dilution:</b> Existing shareholders might experience dilution of their shareholding, depending on the proportion of equity issued to the lender.</p> <p><b>Quantified Impact:</b> The precise financial impact will depend on the <b>valuation of equity shares</b> determined by the registered valuer at the time of conversion.</p> |
| 13.     | any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc. | Nil   | Nil   |

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**Annexure B**

**Information as required under Regulation 30 - Part A of Para A of Schedule III of SEBI(Listing Obligations and Disclosure Requirements) Regulations 2015**

| <b>Sr. No.</b>   | <b>Particulars</b>  | <b>Discription</b>  |
|--|---|---|
| 1  | Reason for Change   | <ul style="list-style-type: none"> <li>Resignation of Mr. Mahendrasinh S Rao (DIN: 08758983) as the Independent Director of the Company, with effect from close of business hours on 21<sup>st</sup> December, 2024.</li> <li>Appointment of Mr. Brijesh Palsana (DIN: 10876156) as the Independent Director of the Company, for a tenure of 5 consecutive years commencing from 21<sup>st</sup> December 2024 to 20<sup>th</sup> December 2029.</li> </ul> |
| 2  | Date of Appointment/cessation & term of appointment   | Cessation: From Close of business hours on 21 <sup>st</sup> December, 2024<br>Appointment: From 21 <sup>st</sup> December, 2024   |
| 3  | Brief Profile of Mr. Brijesh Palsana  | Mr. Brijesh Palsana (DIN: 10876156) is qualified as MBA from Gujarat Technical university.<br>He is associated with Sardardham (2020-2022), Gajera sankul (2010-2020).<br>Campus Director of above education campus Solar EPC work.<br>He is working with NBCC, HSCC, Coal India and state government liasoning work...   |
| 4  | Disclosure of relationships between directors   | Not Applicable  |
| 5.   | Information as required under BSE circular Number LIST/COM/14/2018-19 and NSE circular no. NSE/CML/2018/24 dated June 20, 2018.                                   | Not Applicable  |
| <b>Additional Information in case of resignation of an Independent Director - Mr. Mahendrasinh S Rao</b> |   |   |
| 6  | Names of listed entities in which the resigning director holds directorships, indicating the category of directorship and membership of board committees, if any. | Not Applicable  |
| 7  | The independent director shall, along with the detailed reasons, also provide a confirmation that   | Mr. Mahendrasinh S Rao has confirmed that there are no material reasons for his resignation other than those mentioned in above.  |

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| there are no other material reasons other than those provided. |  |
|--|--|

For Super Crop Safe Limited

**Hiral Patel**

**Company Secretary & Compliance Officer**

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