



POEL POCL ENTERPRISES LIMITED

April 10, 2026

To,
The General Manager
The Corporate Relationship Department,
BSE Limited,
1st Floor, P.J.Towers, Dalal Street,
Mumbai - 400 001.

Scrip code: 539195

Dear Sir/ Ma'am,

Sub: Submission of No-Objection Certificate (NOC) received from the Secured Creditors

Reference: Case ID: 262462 - Application under Regulation 37 of the SEBI (LODR) Regulations, 2015 seeking No Objection Certificate for the proposed Scheme of Amalgamation of Planetfirst Green Private Limited ("Transferor Company") with and into POCL Enterprises Limited ("Transferee Company").

With reference to the above captioned subject, we, POCL Enterprises Limited, had earlier submitted an undertaking confirming the initiation of the process for obtaining No-Objection Certificates ("NOCs") from the lending scheduled commercial banks/financial institutions, as required under Para A(2)(k) of Part I of the SEBI Master Circular bearing reference no. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023.


In this regard, we hereby undertake that the Company has availed various secured credit facilities from the following scheduled banks/financial institutions and has now duly obtained the NOCs from all the below-mentioned secured creditors in respect of the proposed Scheme. Copies of the said NOCs are enclosed herewith as Annexure - 1.

1. HDFC Bank Limited
2. Kotak Mahindra Bank Limited
3. Kotak Mahindra Prime Limited
4. ICICI Bank Limited

We further confirm that the above are the only secured creditors of the Company and accordingly, the Company has obtained consent and no-objection from 100% of its secured creditors.

Kindly take the same on records.

For POCL Enterprises Limited

Aashish Kumar K Jain
Company Secretary & Finance Head
Membership No. F9954

Date: 06/04/2026

ANNEXURE - 1

To,
The Board of Directors,
POCL Enterprises Limited,
Willingdon Crescent, 1st Floor,
No. 6/2, Pycrofts Garden Road,
Nungambakkam, Chennai - 600006

Dear Sir/Ma'am,

Subject: No Objection for the Scheme of Amalgamation of Planetfirst Green Private Limited ("Transferor Company") with and into POCL Enterprises Limited ("Transferee Company") and their respective shareholders and creditors.

Reference:

- (i) Email dated March 18, 2026 read with the request Letter dated January 20, 2026 issued by POCL Enterprises Limited ("Borrower" or "Transferee Company") to HDFC Bank Limited (acting through its Mylapore Branch, Chennai) ("Request Letter");
- (ii) The secured Fund based credit facilities aggregating to Rs. 82 Crores and Non Fund based credit facilities aggregating to Rs. 6 Crores as per the terms of offer/sanction letter(s) bearing reference no CAM011211250012 dated 09.01.2026 read with the sanction letter bearing reference no. CAM012703250064 dated 22.05.2025; secured Term loans aggregating to Rs. 21.44 Crores as per the terms of offer/sanction letter(s) dated 05.01.2022, sanction letter bearing reference no. ECG 2020-21 dated 07.01.2021, sanction letter bearing reference no. CAM010109230060 dated 30.01.2024, sanction letter bearing reference no. CAM010304240040 dated 18.06.2024, sanction letter bearing reference no. CAM012107250060 dated 25.11.2025; secured Vehicle Loan aggregating to Rs. 22.27 lakhs as per the terms of the agreement no. 145579505 dated 01.10.2023, (collectively, the "Facility" or "Facilities") granted by the HDFC Bank Limited (the "Bank") to the Borrower, read with the Addendums to all these sanction letters and agreements (collectively, the "Finance Documents"), which terms shall include all amendments, modifications and supplemental made thereto from time to time;
- (iii) Scheme of Amalgamation between the Borrower i.e., POCL Enterprises Limited ("Transferee Company") and Planetfirst Green Private Limited ("Transferor Company") and their respective shareholders and creditors ("Scheme of Amalgamation").

With reference to the above, we, HDFC Bank Limited, have been informed that the Board of Directors of POCL Enterprises Limited (the "Company"), at its meeting held on March 16, 2026, has approved the Scheme of Amalgamation of Planetfirst Green Private Limited with and into POCL Enterprises Limited and their respective shareholders and creditors, under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013, read with the rules framed thereunder (the "Scheme").



In relation to the proposed Scheme, and in view of the various secured credit facilities availed by the Company from the HDFC Bank Ltd (as mentioned in below table), the Company has approached us for issuance of a No Objection Certificate pursuant to the requirement under Para A(2)(k) of Part I of SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 ("SEBI Master Circular").

Details of the various secured credit facilities availed by the Company are as follows:

S.No.	Type of facility	Amount Sanctioned till March 31, 2026 (Rs. in Crores)	Amount Outstanding as on March 31, 2026 (Rs. in crores)
1	Fund based credit facilities	82.00	55.91
	Non Fund based credit facilities	6.00	4.81
	Total Fund based & Non Fund based credit facilities (A)	88.00	60.72
2	Total Term Loans (B)	21.44	10.87
3	Vehicle Loan (C)	0.22	0.09
	Total secured facilities (A+B+C)	109.66	71.68

Based on the information and documents provided to us, and subject to compliance with the conditions set out below, and in accordance with the provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the aforesaid SEBI Master Circular, **we hereby convey our No Objection to the proposed Scheme** as approved by the Board of Directors of the Company, subject to the following conditions:

1. All rights and remedies of the Bank under the Finance Documents and applicable law shall remain unaffected and in full force and effect. This No Objection shall not be construed as a waiver of any such rights or remedies.
2. The Scheme shall not adversely affect the rights of the Bank or the security created in respect of the Facilities, nor shall it impose any additional liability on the Bank. Except as expressly stated herein, all terms and conditions of the Facilities shall remain unchanged and continue in full force and effect.
3. The Company shall execute all necessary documents, forms, and writings as may be required by the Bank from time to time in connection with the Scheme.
4. The Company shall obtain all requisite approvals, consents, and sanctions from the relevant regulatory and statutory authorities in relation to the Scheme.



This No Objection may be relied upon by the Borrower for submission to the Bombay Stock Exchange, the Securities and Exchange Board of India (SEBI), and any other regulatory or statutory authority in connection with the Scheme, and is issued without prejudice to the Bank's rights under the Finance Documents and any applicable law.

This No-Objection shall not affect our right to vote on any resolution placed before a meeting of creditors as may be directed by the Hon'ble National Company Law Tribunal, in connection with the said Scheme. The Board of Directors of the Company is authorised to make or consent to any modifications, alterations, or amendments to the said Scheme as may be deemed necessary or as may be required by the Bombay Stock Exchange, the Hon'ble National Company Law Tribunal, or any other regulatory or statutory authority, and to take all necessary steps for the implementation of the Scheme.

Kindly take the same on record.

For HDFC BANK LIMITED


MIBB

Authorised Signatory

Name: Mariappan Sivagnanam

Designation: Dy. Vice President

To
The Board of Directors
POCL Enterprises Limited,
Willington Crescent, 1st Floor, No. 6/2, Pycrofts Garden Road,
Nungambakkam, Chennai – 600006

Dear Sir/Ma'am,

Subject: No Objection for the Scheme of Amalgamation of Planetfirst Green Private Limited ("Transferor Company") with and into POCL Enterprises Limited ("Transferee Company") and their respective shareholders and creditors.

Reference:

- (i) Email dated 18th March, 2026 read with the request Letter dated 20th January, 2026 issued by POCL Enterprises Limited ("Borrower" or "Transferee Company") to Kotak Mahindra Bank Limited (acting through its Nungambakkam, Chennai Branch) ("Request Letter");
- (ii) The secured term loan & fund and non-fund based credit facilities aggregating to Rs. 47.89 Crores and SIF (Sales Invoice Financing) aggregating to Rs. 45 Crores (referred as the "Facility or "Facilities") granted by the Kotak Mahindra Bank Ltd (the "Bank") to the Borrower, as per the terms of sanction letter(s) bearing reference no **MM/19092025/87260** dated **23rd September 2025** read with the Addendums thereto (referred as "Finance Documents"), which terms shall include all amendments, modifications and supplemental made thereto from time to time;
- (iii) Scheme of Amalgamation between the Borrower i.e., POCL Enterprises Limited ("Transferee Company") and Planetfirst Green Private Limited ("Transferor Company") and their respective shareholders and creditors ("Scheme of Amalgamation")

With reference to the above, we, Kotak Mahindra Bank Ltd, have been informed that the Board of Directors of POCL Enterprises Limited (the "Company"), at its meeting held on March 16, 2026, has approved the Scheme of Amalgamation of Planetfirst Green Private Limited with and into POCL Enterprises Limited and their respective shareholders and creditors, under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013, read with the rules framed thereunder (the "Scheme").

In relation to the proposed Scheme, and in view of the various secured credit facilities availed by the Company from the Kotak Mahindra Bank Ltd (as mentioned in below table), the Company has approached us for issuance of a No Objection Certificate pursuant to the requirement under Para A(2)(k) of Part I of SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 ("SEBI Master Circular").

Details of the various secured credit facilities availed by the Company as on 31st March 2026 are as follows: (Rs. in Crores)

S. No.	Type of facility	Amount Sanctioned	Amount Outstanding as on 31 st March 2026
1.	Term Loan, fund & non-fund based credit facilities	47.89	33.49
2.	SIF (Sales Invoice Financing)	45.00	NIL



Based on the information and documents provided to us, and subject to compliance with the conditions set out below, and in accordance with the provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the aforesaid SEBI Master Circular, **we hereby convey our No Objection to the proposed Scheme** as approved by the Board of Directors of the Company, subject to the following conditions:



1. All rights and remedies of the Bank under the Finance Documents and applicable law shall remain unaffected and in full force and effect. This No Objection shall not be construed as a waiver of any such rights or remedies.
2. The Scheme shall not adversely affect the rights of the Bank or the security created in respect of the Facilities, nor shall it impose any additional liability on the Bank. Except as expressly stated herein, all terms and conditions of the Facilities shall remain unchanged and continue in full force and effect.
3. Except as agreed under this No Objection, no change in the Borrower's obligations towards the Bank in respect of the aforesaid credit facility and security created therefor. All the existing securities furnished to the Bank shall continue to be available as security to the Bank for the said credit facilities. This No Objection shall in no way diminish the rights of the Bank as a secured creditor.
4. The Company shall execute all necessary documents, forms, and writings as may be required by the Bank from time to time in connection with the Scheme.
5. The Company shall obtain all requisite approvals, consents, and sanctions from the relevant regulatory and statutory authorities in relation to the Scheme.

This No Objection may be relied upon by the Borrower for submission to the Bombay Stock Exchange, the Securities and Exchange Board of India (SEBI), and any other regulatory or statutory authority in connection with the Scheme and is issued without prejudice to the Bank's rights under the Finance Documents and any applicable law.

This No-Objection shall not affect our right to vote on any resolution placed before a meeting of creditors as may be directed by the Hon'ble National Company Law Tribunal, in connection with the said Scheme. The Board of Directors of the Company is authorised to make or consent to any modifications, alterations, or amendments to the said Scheme as may be deemed necessary or as may be required by the Bombay Stock Exchange, the Hon'ble National Company Law Tribunal, or any other regulatory or statutory authority, and to take all necessary steps for the implementation of the Scheme. However, such deeds or actions shall not diminish the rights of the Bank under this transaction.

Kindly take the same on record.

For Kotak Mahindra Bank Ltd

Authorised Signatory

Name: Krishnakumar Ganesan – Deputy Vice President

Email: krishnakumar.ganesan@kotak.com

Kotak Mahindra Bank Ltd.

CIN: L65110MH1985PLC038137

471, Anna Salai, 12th Floor,
Prestige Polygon Building,
Nandanam, Chennai - 600035.
www.kotak.bank.in

This is a Confidential document.

Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051,
Maharashtra, India.

Date: 01.04.2026

To,
The Board of Directors,
POCL Enterprises Limited,
Willingdon Crescent, 1st Floor,
No. 6/2, Pycrofts Garden Road,
Nungambakkam, Chennai – 600006

Dear Sir/Ma'am,

Subject: No Objection for the Scheme of Amalgamation of Planetfirst Green Private Limited ("Transferor Company") with and into POCL Enterprises Limited ("Transferee Company") and their respective shareholders and creditors.

Reference:

- (i) Request Letter dated March 25, 2026 issued by POCL Enterprises Limited ("Borrower" or "Transferee Company") to Kotak Mahindra Prime Limited (acting through its Egmore Branch) ("Request Letter");
- (ii) Secured - Vehicle Loans aggregating to Rs. 1.99 Crores (referred as the "Facility or "Facilities") granted by the Kotak Mahindra Prime Limited to the Borrower, as per the terms of sanction letter(s) bearing reference no CF 24531522 dated 31-Dec-2024 and reference no CF 25265606 dated 24-Jun-2025, read with the corresponding finance agreements and addendums thereto, if any (referred as "Finance Documents"), which terms shall include all amendments, modifications and supplemental made thereto from time to time;
- (iii) Scheme of Amalgamation between the Borrower i.e., POCL Enterprises Limited ("Transferee Company") and Planetfirst Green Private Limited ("Transferor Company") and their respective shareholders and creditors ("Scheme of Amalgamation")

With reference to the above, we, Kotak Mahindra Prime Limited, have been informed that the Board of Directors of POCL Enterprises Limited (the "Company"), at its meeting held on March 16, 2026, has approved the Scheme of Amalgamation of Planetfirst Green Private Limited with and into POCL Enterprises Limited and their respective shareholders and creditors, under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013, read with the rules framed thereunder (the "Scheme").

In relation to the proposed Scheme, and in view of the various secured credit facilities availed by the Company from the Kotak Mahindra Prime Limited (as mentioned in below table), the Company has approached us for issuance of a No Objection Certificate pursuant to the requirement under Para A(2)(k) of Part I of SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 ("SEBI Master Circular").

Details of the various secured credit facilities availed by the Company as on the date of this letter are as follows:

S.No.	Type of facility	Amount Sanctioned (Rs.)	Amount Outstanding (Rs.)
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Kotak Mahindra Prime Limited

CIN U67200MH1996PLC097730
6th Floor, Samson Towers, A-Wing,
402L Pantheon Road, Egmore,
Chennai - 600008, India

kprime.service@kotak.com
www.primeloans.kotak.com

Registered Office :
27, BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051,
India

1.	Vehicle Loan – I (CF24531522)	1,07,32,750	82,09,882.21
2.	Vehicle Loan – II (CF25265606)	92,00,000	68,02,851.14

Based on the information and documents provided to us, and subject to compliance with the conditions set out below, and in accordance with the provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the aforesaid SEBI Master Circular, we hereby convey our No Objection to the proposed Scheme as approved by the Board of Directors of the Company, subject to the following conditions:

1. All rights and remedies of the Kotak Mahindra Prime Limited under the Finance Documents and applicable law shall remain unaffected and in full force and effect. This No Objection shall not be construed as a waiver of any such rights or remedies.
2. The Scheme shall not adversely affect the rights of the Kotak Mahindra Prime Limited or the security created in respect of the Facilities, nor shall it impose any additional liability on the Kotak Mahindra Prime Limited. Except as expressly stated herein, all terms and conditions of the Facilities shall remain unchanged and continue in full force and effect.
3. The Company shall execute all necessary documents, forms, and writings as may be required by the Kotak Mahindra Prime Limited from time to time in connection with the Scheme.
4. The Company shall obtain all requisite approvals, consents, and sanctions from the relevant regulatory and statutory authorities in relation to the Scheme.

This No Objection may be relied upon by the Borrower for submission to the Bombay Stock Exchange, the Securities and Exchange Board of India (SEBI), and any other regulatory or statutory authority in connection with the Scheme, and is issued without prejudice to the Kotak Mahindra Prime Limited's rights under the Finance Documents and any applicable law.

This No-Objection shall not affect our right to vote on any resolution placed before a meeting of creditors as may be directed by the Hon'ble National Company Law Tribunal, in connection with the said Scheme. The Board of Directors of the Company is authorised to make or consent to any modifications, alterations, or amendments to the said Scheme as may be deemed necessary or as may be required by the Bombay Stock Exchange, the Hon'ble National Company Law Tribunal, or any other regulatory or statutory authority, and to take all necessary steps for the implementation of the Scheme.

Kindly take the same on record.

For Kotak Mahindra Prime Ltd
For KOTAK MAHINDRA PRIME LTD

Authorised Signatory

Name: Ranjith Venkataraman

Designation: Area Credit Manager

Date: 8th April 2026

To,
POCL Enterprises Limited,
Willingdon Crescent, 1st Floor,
No. 6/2, Pycrofts Garden Road,
Nungambakkam, Chennai – 600006.

Dear Sir/Ma'am,

Subject: RE: Scheme of Amalgamation of Planetfirst Green Private Limited ("Transferor Company") with and into POCL Enterprises Limited ("Transferee Company/Borrower") and their respective shareholders and creditors.

Reference:

- (i) Email dated March 18, 2026, read with the request Letter dated January 20, 2026, issued by POCL Enterprises Limited ("Borrower" or "Transferee Company") to ICICI Bank Limited (acting through its Cenotaph Branch) ("Request Letter");
- (ii) The secured Fund based credit facilities aggregating to Rs. 20 Crores (referred as the "Facility or "Facilities") granted by the ICICI Bank Limited (the "Bank") to the Borrower, as per the terms of sanction letter bearing reference no CAL724257310011 dated November 14, 2025 read with the Addendums thereto (referred as "Finance Documents"), which terms shall include all amendments, modifications and supplemental made thereto from time to time;
- (iii) Scheme of Amalgamation between the Borrower i.e., POCL Enterprises Limited ("Transferee Company") and Planetfirst Green Private Limited ("Transferor Company") and their respective shareholders and creditors ("Scheme of Amalgamation").

With reference to the above, we, ICICI Bank Limited, have been informed that the Board of Directors of POCL Enterprises Limited (the "Company"), at its meeting held on March 16, 2026, has approved the Scheme of Amalgamation of Planetfirst Green Private Limited with and into POCL Enterprises Limited and their respective shareholders and creditors, under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013, read with the rules framed thereunder (the "Scheme").

In relation to the proposed Scheme, and in view of the Facilities availed by the Company from the ICICI Bank Ltd (as mentioned in below table), the Company has approached us for issuance of a No Objection Certificate pursuant to the requirement under Para A(2)(k)



ICICI Bank Limited
No.1, Cenotaph Road,
Teynampet,
Chennai - 600 018,
Tamil Nadu, India.

Website www.icicibank.com
CIN :L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower, Near Chakli Circle,
Old Padra Road, Vadodara 390 007,
India.
Corp. Office : ICICI Bank Towers, Bandra-Kurla
Complex, Mumbai 400051, India.

of Part I of SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 ("SEBI Master Circular").

Details of the secured credit facilities availed by the Company are as follows:

S.No.	Type of facility	Amount Sanctioned till March 31, 2026 (Rs. in Crores)	Amount Outstanding as on March 31, 2026 (Rs. in crores)
1	Fund-based credit facilities	20.00	13.56
	Total secured facilities	20.00	13.56

Based on the information and documents provided to us, and subject to compliance with the conditions set out below including compliance with all legal, regulatory and other requirements, and in accordance with the provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the aforesaid SEBI Master Circular, we hereby convey our **No Objection to the proposed Scheme** as approved by the Board of Directors of the Company, subject to the following conditions:

1. All rights and remedies of the Bank under the Finance Documents and applicable law shall remain unaffected and in full force and effect. This No Objection shall not be construed as a waiver of any such rights or remedies.
2. The Scheme shall not adversely affect the rights of the Bank or the security created in respect of the Facilities, nor shall it impose any additional liability on the Bank. Except as expressly stated herein, all terms and conditions of the Facilities shall remain unchanged and continue in full force and effect.
3. The Company shall execute all necessary documents, forms, and writings as may be required by the Bank from time to time in connection with the Scheme.
4. The Company shall obtain all requisite approvals, consents, and sanctions from the relevant regulatory and statutory authorities in relation to the Scheme.

This No Objection may be relied upon by the Borrower for submission to the Bombay Stock Exchange, the Securities and Exchange Board of India (SEBI), and any other regulatory or statutory authority in connection with the Scheme and is issued without prejudice to the Bank's rights under the Finance Documents and any applicable law.

This No-Objection shall not affect our right to vote on any resolution placed before a meeting of creditors as may be directed by the Hon'ble National Company Law Tribunal, in connection with the said Scheme. The Board of Directors of the Company is authorised to make or consent to any modifications, alterations, or amendments to the said Scheme as may be deemed necessary or as may be required by the Bombay Stock Exchange, the Hon'ble National Company Law Tribunal, or any other regulatory or statutory authority, and to take all necessary steps for the implementation of the Scheme.





This NOC is provided for only the specific purpose as above and is not and should not be construed as a waiver of any rights and interest of the Lender or any obligation of the Borrower in any manner whatsoever, under all applicable laws, loan, facility, security and / or transaction documents.

The capitalized terms used but not defined in this NOC shall have the same meaning given to them under the Finance Document/Facility Agreement.

Kindly take the same on record.



Authorised Signatory

Name: KARTHIK C

Designation: Sr. RM

10th April, 2026

To,
The General Manager
The Corporate Relationship Department,
BSE Limited, 1st Floor, P.J.Towers, Dalal Street,
Mumbai – 400 001.

Dear Sir/ Ma'am,

Sub: Submission of No Objection Certificate (NOC) received from the Secured Creditor

Reference: Case ID: 262462 – Application under Regulation 37 of the SEBI (LODR) Regulations, 2015 seeking No Objection Certificate for the proposed Scheme of Amalgamation of Planetfirst Green Private Limited (“Transferor Company”) with and into POCL Enterprises Limited (“Transferee Company”)

With reference to the above captioned subject, we, Planetfirst Green Private Limited, had earlier submitted an undertaking confirming the initiation of the process for obtaining No-Objection Certificate (“NOC”) from the lending scheduled commercial banks/financial institutions, as required under Para A(2)(k) of Part I of the SEBI Master Circular bearing reference no. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023.

In this regard, we hereby undertake that the Company has availed various secured credit facilities only from HDFC Bank Limited and has now duly obtained the NOC from the said lender in respect of the proposed Scheme. Copy of the said NOC is enclosed herewith as Annexure – A.

We further confirm that HDFC Bank Limited is the only secured creditor of the Company and accordingly, the Company has obtained consent and no-objection of its 100% secured creditor.

Kindly take the same on records.

For Planetfirst Green Private Limited

**CHANDRASE
KARAN**

Digitally signed by CHANDRASEKARAN
DN: cn=, postalCode=605009, st=PU, OU=CHERRY, street=NO.121, CAR,
STREET_PUDUCHERRY, THIS APPT. 605009, inPU=CHERRY, cn=Personal,
serialNumber=0ff1c3d5e3d851f0eaf5e4e9be028a324731bb61caad6be
1c55eac60091, postalAddress=7503a3123a8a14901906a6a4850e654,
2.5.4.20=4ebdd9f9b67c5d366b6a59c9196e5751124979752939932
db2462b7428, email=KC319562013@GMAIL.COM, cn=CHANDRASEKARAN
Date: 2026.04.10 11:52:39 +05'30'

**Chandrasekaran
Whole-time director
DIN: 05107821**

**Registered Office Address : Willingdon Crescent 1st Floor, No. 6/2, Pycrofts Garden Road,
Nungambakkam, Chennai - 600 006.**

**Unit Address : Survey No. 7101 to 7111, 7133, 7134, 7137 to 7142, 7176 to 7179, 7190 to 7195, 7183 to 7185
Village - Tarsadi, Taluka - Mangrol, Kosamba, Surat, Gujarat - 394120**

CIN NO : U24203TN2022PTC185571

email : accounts@planetfirstgreen.com Ph.: +91 44 4914 5454

ANNEXURE - A

Date:06/04/2026

To,
The Board of Directors,
Planetfirst Green Private Limited,
Willingdon Crescent, 1st Floor,
No. 6/2, Pycrofts Garden Road,
Nungambakkam, Shastri Bhavan,
Chennai, Tamil Nadu - 600006

Dear Sir/Ma'am,

Subject: No Objection for the Scheme of Amalgamation of Planetfirst Green Private Limited ("Transferor Company") with and into POCL Enterprises Limited ("Transferee Company") and their respective shareholders and creditors.

Reference:

- (i) Email dated March 18, 2026 read with the request Letter dated January 20, 2026 issued by Planetfirst Green Private Limited ("Borrower" or "Transferor Company") to HDFC Bank Limited (acting through its Mylapore Branch, Chennai) ("Request Letter");
- (ii) The secured fund/non-fund based Credit facilities aggregating to Rs. 11 Crores (referred as the "Facility or "Facilities") granted by the HDFC Bank Limited (the "Bank") to the Borrower as per the terms of offer/sanction letter bearing reference no. CAM011707250012 dated 02.09.2025 referred as "Finance Document"), which terms shall include all amendments, modifications and supplemental made thereto from time to time;
- (iii) Scheme of Amalgamation between the Borrower i.e., Planetfirst Green Private Limited ("Transferor Company") and POCL Enterprises Limited ("Transferee Company") and their respective shareholders and creditors ("Scheme of Amalgamation")

With reference to the above, we, HDFC Bank Limited, have been informed that the Board of Directors of Planetfirst Green Private Limited (the "Company"), at its meeting held on March 16, 2026, has approved the Scheme of Amalgamation of Planetfirst Green Private Limited with and into POCL Enterprises Limited and their respective shareholders and creditors, under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013, read with the rules framed thereunder (the "Scheme").

In relation to the proposed Scheme, and in view of the secured credit facilities availed by the Company from the HDFC Bank Ltd (as mentioned in below table), the Company has approached us for issuance of a No Objection Certificate pursuant to the requirement under Para A(2)(k) of Part I of SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 ("SEBI Master Circular").



Details of the secured credit facilities availed by the Company are as follows:

S.No.	Type of facility	Amount Sanctioned till March 31, 2026 (Rs. in Crores)	Amount Outstanding as on March 31, 2026 (Rs. in crores)
1.	Fund/Non-fund based Credit facilities	11.00	Nil
	Total secured facilities	11.00	Nil

Based on the information and documents provided to us, and subject to compliance with the conditions set out below, and in accordance with the provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the aforesaid SEBI Master Circular, **we hereby convey our No Objection to the proposed Scheme** as approved by the Board of Directors of the Company, subject to the following conditions:

1. All rights and remedies of the Bank under the Finance Document and applicable law shall remain unaffected and in full force and effect. This No Objection shall not be construed as a waiver of any such rights or remedies.
2. The Scheme shall not adversely affect the rights of the Bank or the security created in respect of the Facilities, nor shall it impose any additional liability on the Bank. Except as expressly stated herein, all terms and conditions of the Facilities shall remain unchanged and continue in full force and effect.
3. The Company shall execute all necessary documents, forms, and writings as may be required by the Bank from time to time in connection with the Scheme.
4. The Company shall obtain all requisite approvals, consents, and sanctions from the relevant regulatory and statutory authorities in relation to the Scheme.

This No Objection may be relied upon by the Borrower for submission to the Bombay Stock Exchange, the Securities and Exchange Board of India (SEBI), and any other regulatory or statutory authority in connection with the Scheme, and is issued without prejudice to the Bank's rights under the Finance Document and any applicable law.

This No-Objection shall not affect our right to vote on any resolution placed before a meeting of creditors as may be directed by the Hon'ble National Company Law Tribunal, in connection with the said Scheme. The Board of Directors of the Company is authorised to make or consent to any modifications, alterations, or amendments to the said Scheme as may be deemed necessary or as may be required by the Bombay Stock Exchange, the Hon'ble National Company Law Tribunal, or any other regulatory or statutory authority, and to take all necessary steps for the implementation of the Scheme.

Kindly take the same on record.

For HDFC BANK LIMITED



Authorised Signatory

Name: Mariappan Sivagnanam

Designation: Dy. Vice President

