

**SCHEME OF MERGER / AMALGAMATION
OF
UNISON ENVIRO PRIVATE LIMITED
(‘TRANSFEROR COMPANY’)
WITH
MAHANAGAR GAS LIMITED
(‘TRANFEEEE COMPANY’)
AND
THEIR RESPECTIVE SHAREHOLDERS**

**UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF
THE COMPANIES ACT, 2013 READ WITH THE COMPANIES
(COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES,
2016 AND OTHER RULES & REGULATIONS FRAMED THEREUNDER**

A. PREAMBLE

This Scheme of Merger / Amalgamation (**‘Scheme’**) is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other rules and regulations made thereunder and in compliance with provisions of Section 2(1B) of the Income-tax Act, 1961, for the amalgamation of Unison Enviro Private Limited (‘Transferor Company’) with Mahanagar Gas Limited (‘Transferee Company’) with effect from the Appointed Date (*as defined below*) and upon effectiveness of the Scheme on the Effective Date (*as defined below*).

The Scheme provides for amalgamation of the Transferor Company with the Transferee Company and other consequential matters thereto and does not involve any compromise or arrangement with the shareholders, creditors, employees or any other stakeholders of the Transferor Company and/or the Transferee Company, and there is no likelihood that the interests of any stakeholders of the Transferor Company or the Transferee Company would be prejudiced, as a result of the Scheme. It is hereby expressly clarified that the Scheme does not involve any compromise, arrangement, reconstruction or

reduction of amounts payable to the creditors of the Transferor Company and the Transferee Company.

In addition, the Scheme also provides for various other matters, consequential or otherwise, integrally connected therewith for the purpose of Amalgamation of the Transferor Company with the Transferee Company under the present Scheme.

B. DESCRIPTION OF THE COMPANIES

1. Unison Enviro Private Limited ('Transferor Company' or 'UEPL')

The Transferor Company was incorporated as a private limited company under the Companies Act, 2013 on 14th December 2015 in the state of Maharashtra under the name of 'Unison Enviro Private Limited'. The CIN of the Transferor Company as on date is U40300MH2015PTC271006. The Permanent Account Number (PAN) of the Transferor Company is AABCU8820A.

The Transferor Company is primarily engaged into the City Gas Distribution ('CGD') business and authorised to operate in 3 Geographical Areas ("GAs") i.e., 1. Ratnagiri in Maharashtra (authorised in year 2016), 2. Latur & Osmanabad in the state of Maharashtra (authorised in year 2018) and 3. Chitra Durga & Davanagere districts in the state of Karnataka (authorised in year 2018). A CGD company generally receives gas from the cross-country pipeline owners like GAIL or RIL at its City Gate Station (CGS). Post receiving gas in the city, PNG is supplied / distributed to retail customer (Household, Industry, Commercial establishments) mostly through pipeline infrastructure network laid up to the doorstep of customers and CNG is supplied to vehicles through CNG stations. Natural Gas is received at high pressure at CGS and is supplied through pipeline infrastructure to PNG consumers at required pressure at their consumption point and compression / manufacture of CNG is carried out at CNG Station to fill the vehicles.

The Transferor Company is a private limited company and is a wholly owned subsidiary of the Transferee Company.

2. Mahanagar Gas Limited ('Transferee Company' or 'MGL')

The Transferee Company was originally incorporated as a public limited company under the erstwhile Companies Act, 1956, on the 8th May 1995 under the name and style of 'Mahanagar Gas Limited' in the State of Maharashtra. The CIN of the Transferee Company as on date is L40200MH1995PLC088133. The Permanent Account Number (PAN) of the Transferee Company is AABCM4640G.

The Transferee Company is primarily engaged into the CGD business (similar to UEPL) to supply of piped Natural gas (PNG) and manufacturing and supply of Compressed Natural Gas (CNG). MGL supplies PNG to industrial, commercial and residential customers etc and supplies CNG as vehicular fuel. MGL has its geographical presence in 3 areas, namely, Mumbai and Greater Mumbai, Thane Urban and adjacent municipalities and Raigad Districts in Maharashtra. A CGD company generally receives gas from the cross-country pipeline owners like GAIL or RIL at its City Gate Station (CGS). Post receiving gas in the city, PNG is supplied / distributed to retail customer (Household, Industry, Commercial establishments) mostly through pipeline infrastructure network laid up to the doorstep of customers and CNG is supplied to vehicles through CNG stations. Natural Gas is received at high pressure at CGS and is supplied through pipeline infrastructure to PNG consumers at required pressure at their consumption point and compression / manufacture of CNG is carried out at CNG Station to fill the vehicles.

The Transferee Company is a company having its equity shares listed on the BSE Limited ("BSE") and the National Stock Exchange of India Limited ("NSE") on 1 July 2016.

C. RATIONALE OF THE SCHEME

Transferee Company has participated in several Geographical Area (GA) bidding rounds conducted by Petroleum and Natural Gas Regulatory Board (PNGRB) for expanding its city gas distribution businesses in multiple locations. The Company could get authorisation only for one geographical area i.e. Raigad District through PNGRB bidding round in 2014, post that despite participating in all subsequent bidding rounds the Company was not successful in securing new geographical areas. Further expansion into new geographies by the Transferee Company beyond the existing three geographical areas was constrained post completion bidding for all areas and award by

the PNGRB. Thus, further growth was possible only by acquiring ongoing city gas distribution businesses. The Transferor Company's business was available for acquisition only via purchase of shares held by the erstwhile promoters who appointed a banker to search for interested entities in purchase of their business through competitive bidding. Accordingly, this acquisition was done by the Transferee Company to expand its presence in different geographical locations to strengthen its position in the city gas distribution business and the Scheme is proposed as a part of consolidation strategy within the Group. Thus, Transferee Company seeks to merge the Transferor Company for consolidation and expansion of city gas distribution business. The Transferor Company, as on the appointed date, is a direct wholly owned subsidiary of the Transferee Company and engaged in similar line of business viz., city gas distribution business in different geographies in the State of Maharashtra and Karnataka. The objects / rationale of the proposed Scheme is as under:

- The merger of Transferor Company into Transferee Company will result in operational synergies resulting in cost optimization;
- The Scheme will also achieve rationalization of costs by simplification of management structure leading to better administration and cost savings;
- Reduction in managerial overlaps which are necessarily involved in running multiple entities operating in similar line of business;
- More efficient utilization of capital for enhanced development and growth of the consolidated city gas distribution business in one entity;
- Rationalization of the holding structure by way of reduction in the number of entities and streamline the structure of Transferee Company;
- Providing an opportunity to leverage combined assets, capabilities, experience, expertise, infrastructure of both Companies enabling optimum utilization of existing resources and economies of scale;
- Economies of scale, greater integration, greater flexibility, most effective network and greater market reach as per the GAs allotted to both Companies for the amalgamated entity will improve the competitive position of the combined entity.
- Improved cash flows and more efficient utilization of capital, human resources and infrastructure to create a stronger base for future growth, enhance future business potential, and achieve greater efficiencies, productivity gains and advantages by

pooling of resources of the group Company thereby significantly contributing to the future growth and maximizing shareholder's value; and

- Significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by Transferor Company, and greater financial strength and flexibility for the Transferee Company, which would result in maximizing overall shareholder value.

In view of the above, the Scheme will be beneficial and not prejudicial to the interests of the shareholders, employees, creditors, customers and other stakeholders of the Transferor Company and the Transferee Company, and there is no likelihood that the interests of any stakeholders would be prejudiced as a result of the Scheme.

Accordingly, this Scheme is being presented for amalgamation of the Transferor Company with the Transferee Company and their respective shareholders and for various other matters consequential, incidental, supplemental and / or otherwise integrally connected therewith pursuant to Sections 230 to 232 and other applicable provisions of the Act read with rules & regulations framed thereunder.

D. PARTS OF THE SCHEME

This Scheme is divided into the following parts:

PART I deals with the Definitions, Interpretations and Share Capital;

PART II deals with the amalgamation of the Transferor Company with the Transferee Company; and

PART III deals with the general terms and conditions applicable to this Scheme.

PART I – DEFINITIONS, INTERPRETATIONS AND SHARE CAPITAL

1. DEFINITIONS

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

- 1.1. **“Act” or “the Act”** means the Companies Act, 2013, and ordinances, rules and regulations made thereunder, and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force.

References in this Scheme to particular provisions of the Act are references to particular provisions of the Companies Act, 2013, unless stated otherwise;

- 1.2. **“Applicable Law”** shall mean any statute, notification, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by the Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force;

- 1.3. **“Appointed Date”** means the 1st February 2024, or such other date as may be fixed or approved by the Hon’ble NCLT, Mumbai Bench and which is acceptable to the Board of Directors of the Transferor Company and the Transferee Company;

- 1.4. **“Appropriate Authority”** means any governmental, statutory, departmental or public body or authority, including Petroleum and Natural Gas Regulatory Board (“PNGRB”), NCLT, Securities or Exchange Board of India, Stock Exchanges, Central Government, Regional Director, Registrar of Company, Official Liquidator, or any other authority for approval of the Scheme under the Act and other applicable authorities pursuant to the provisions of Section 230(5) of the Act, as may be relevant in the context;

- 1.5. **“Board of Directors” or “Board”** means the respective Board of Directors of the Transferor Company or the Transferee Company, as the case may be, and shall include any committee of directors constituted or appointed and authorized for the purposes of matters pertaining to this Scheme and or any other matter relating thereto;

- 1.6. **“Company” or “Companies”** means the Transferor Company and the Transferee Company, individually or collectively, as the context may require;
- 1.7. **“Effective Date”** means the date on which the certified copies of the orders sanctioning this Scheme, passed by the Hon’ble National Company Law Tribunal, Bench at Mumbai, are filed with the Registrar of Companies, Maharashtra at Mumbai by the Transferor Company and the Transferee Company;

Reference in this Scheme to the date of **“coming into effect of this Scheme”** or **“effectiveness of this Scheme”** or **“effect of this Scheme”** or **“upon the Scheme becoming effective”** shall mean the Effective Date;

- 1.8. **“Encumbrance”** means (a) any charge, lien (statutory or other), or mortgage, any easement, encroachment, right of way, right of first refusal or other encumbrance or security interest securing any obligation of any Person; (b) pre-emption right, option, right to acquire, right to set off or other third party right or claim of any kind, including any restriction on use, voting, transfer, receipt of income or exercise; or (c) any hypothecation, title retention, restriction, power of sale or other preferential arrangement; or (d) any agreement to create any of the above; and the term **“Encumber”** or **“Encumbered”** shall be construed accordingly;
- 1.9. **“Governmental Authority”** means any applicable Central, State or local Government, legislative body, regulatory, statutory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India.
- 1.10. **“Goods and Service Tax Act” or “GST”** means the Goods and Service Tax Act, 2017 including any statutory modifications, re-enactments or amendments thereto for the time being in force.
- 1.11. **“Income-tax Act” or “IT Act”** means the Income-tax Act, 1961 including any statutory modifications, re-enactments or amendments thereto for the time being in force.

- 1.12. **“Income-tax Rules” or “IT Rules”** means the Income-tax Rules, 1962 including any statutory modifications, re-enactments or amendments thereto for the time being in force.
- 1.13. **“INR”** means Indian Rupee, the lawful currency of the Republic of India;
- 1.14. **“NCLT”** means the Hon’ble National Company Law Tribunal, Mumbai Bench, constituted under section 408 of the Companies Act, 2013 having jurisdiction in relation to the Transferor Company and the Transferee Company and shall be deemed to include, if applicable, a reference to such other forum or authority which may be vested with any of the powers of NCLT to sanction the Scheme under the Act;
- 1.15. **“Person”** means an individual, a partnership, a corporation, a limited liability partnership, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or an Appropriate Authority;
- 1.16. **“Registrar of Companies” or “ROC”** means the Registrar of Companies, Maharashtra at Mumbai having jurisdiction over the Transferor Company and the Transferee Company under this Scheme;
- 1.17. **“Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Amalgamation in its present or with any modification(s) approved or directed under Clause 20 of this Scheme or any modifications approved or directed by National Company Law Tribunal pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013;
- 1.18. **“SEBI”** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;
- 1.19. **“Stock Exchanges”** means the BSE Limited and the National Stock Exchange of India Limited, collectively;
- 1.20. **“Taxation” or “Tax” or “Taxes”** means any and all forms of taxes (direct and indirect), surcharges, fees, levies, cess, tariffs and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies, whether levied

by reference to income, profits, book profits, gains, net wealth, asset values, turnover, added value, goods and services or otherwise and shall further include payments in respect of or on account of Tax, whether by way of deduction at source, collection at source, dividend distribution tax, advance tax, self- assessment tax, minimum alternate tax, service tax, custom duties, CENVAT, excise, VAT, local body taxes, goods and services tax or otherwise or attributable directly or primarily to any of the Parties or any other Person and all penalties, charges, costs and interest relating thereto;

- 1.21. **“Transferee Company” or “MGL”** means Mahanagar Gas Limited, a public limited company incorporated under the erstwhile Companies Act, 1956 on 8th May 1995, and having its registered office at MGL House, Block No.G-33, Bandra-Kurla Complex, Bandra (E), Mumbai, Maharashtra, India, 400 051;
- 1.22. **“Transferor Company” or “UEPL”** means Unison Enviro Private Limited, a private limited company incorporated under the Companies Act, 2013 on 14th December 2015, and having its registered office at Der Deutsche Parkz, 1st Floor, Unit No.14 to 20, Subhash Nagar Rd, Near Nahur Station, Nahur West, Industrial Area, Bhandup West, Mumbai, Maharashtra, India, 400 078;
- 1.23. **“the Undertaking”** shall mean the entire business of the Transferor Company, all its assets, rights, licenses and powers, and all of their debts, outstanding liabilities, employees, duties and obligations as on the Appointed Date including, but not in any way limited to, the following:
- (a) All the assets and properties whether movable or immovable (as detailed in Schdeule-1), tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Company, including, without being limited to, underground pipeline, plant and machinery, O&M tools, Right of Ways (“ROW”), way lease charges, buildings and structures, offices, sundry debtors, furniture, fixtures, office equipment, appliances, vehicles, accessories, power lines, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), cash balances or deposits with banks, loans, advances, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases

(including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, fixed and other assets, trade and service names and marks, and other intellectual property rights of any nature whatsoever, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including sales tax deferrals, tax deducted at source ('TDS'), tax collected at source, advance tax, title, interests, other benefits (including tax benefits), easements, privileges, liberties and advantages, if any of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad.

- (b) All agreements, rights, contracts, entitlements, licenses as detailed in Schedule-2 including (but not limited to) authorisation from PNGRB (Petroleum and Natural Gas Regulatory Board) to develop City Gas Distribution business in Ratnagiri district, Latur & Osmanabad districts and Chitradurga & Davanagere districts, No Objection Certificate from any authorities, including the Municipal Authorities, if any, Gas contracts, Gas framework agreements, Subscription/membership with Association with CGD entities, ROW arrangements, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims as to any patents, trademarks, copyright, designs, quota rights, engagements, arrangements, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the Transferor Company' business activities and operations.

- (c) Entitlements held by the Transferor Company or which may accrue or become due to it as on the Appointed Date or may become so due or entitled to thereafter.
- (d) All intellectual property rights, records, files, books, papers, process information, computer programs, accounting and other peripheral software, manuals, data, catalogues, sales and advertising material, quotations, lists of present and former customers and suppliers, customer credit information, customer pricing information, other customer information and all other records and documents relating to the Transferor Company' business activities and operations whether in physical or electronic mode.
- (e) Amounts claimed by the Transferor Company whether or not so recorded in the books of account of the Transferor Company from any Governmental Authority, under any law, act or rule in force, as refund of any tax, duty, cess or of any excess payment.
- (f) Right to any claim, whether preferred or made by the Transferor Company or not, in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company and any interest thereon, with regard to any law, act or rule or Scheme made by the Governmental Authority, and in respect of set-off, carry forward of un-absorbed losses availability of Minimum Alternate Tax credit, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, if permitted under the provisions of Income-tax Act, 1961, and the applicable value added tax including but not limited to VAT, Excise Duty, Service Tax, Goods and Service Tax or any other or like benefits under the said acts or under and in accordance with any law or act.
- (g) All debts (secured or unsecured), liabilities including contingent liabilities whether disclosed or undisclosed, duties, obligations, debentures, etc. of the Transferor Company along with any charge, encumbrance, lien or security including leases forming part of / relating to the Transferor Company and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized. Provided that, any reference in the security documents or arrangements entered into by the Transferor Company and under which, the assets forming part of / relating to the Transferor Company stand offered as a security, for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to that the

Transferor Company only as are vested in the Transferee Company by virtue of the Scheme. Provided always that the Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security therefore after the Effective Date or otherwise.

- (h) All other obligations of whatsoever kind, including liabilities in respect of the employees of the Transferor Company with regard to the payment of gratuity.
- (i) All staff, workmen, employees or other labor of the Transferor Company.

In this Scheme, unless the context otherwise requires:

- words denoting singular shall include plural and vice versa and words denoting any gender shall include all genders;
- any Person includes that Person's legal heirs, administrators, executors, liquidators, successors, successors-in-interest and permitted assigns, as the case may be;
- headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- references to the word "include" or "including" shall be construed without limitation;
- a reference to an article, clause, section, paragraph or schedule is, unless indicated to the contrary, a reference to an article, clause, section, paragraph or schedule of this Scheme;
- reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- word(s) and expression(s) elsewhere defined in this Scheme will have the meaning(s) respectively ascribed to them; and
- All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, Securities and Exchange Board of India Act, 1992 (including the regulations made thereunder), the IT Act or any other applicable laws, rules, regulations, byelaws, as the case may be, including any statutory amendment(s), modification(s) or re-enactment(s) thereof, from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme as set out herein in its present form, or with any modification(s) or amendment(s) approved, imposed or directed by the NCLT or any other Appropriate Authority, shall be effective from the Appointed Date, as defined in Section 232(6) of the Act, but shall be operative from the Effective Date.

The amalgamation of the Transferor Company with the Transferee Company and their respective shareholders shall be in accordance with Section 2(1B) of the Income-tax Act and other relevant provisions of the Income-tax Act, 1961 as applicable.

3. SHARE CAPITAL

- 3.1. The authorised, issued, subscribed and paid-up share capital of Transferor Company as on 30th September 2024 is as under:

Particulars	Amount (in Rs.)
<u>Authorised Share Capital</u>	
15,00,00,000 Equity Shares of Rs. 10/- each	150,00,00,000
Total	150,00,00,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
13,54,28,600 Equity Shares of Rs. 10/- each, fully paid-up	135,42,86,000
Total	135,42,86,000

Subsequent to 30th September 2024, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Transferor Company. The equity shares of the Transferor Company are not listed on any stock exchange. The Transferor Company is a wholly owned subsidiary of the Transferee Company as on date.

There are no existing commitments, obligations or arrangements by the Transferor Company as on the date of sanction of this Scheme by the Board of Directors to issue any further shares or convertible securities.

- 3.2. The authorised, issued, subscribed and paid-up share capital of Transferee Company as on 30th September 2024 is as under:

Particulars	Amount (in Rs.)
<u>Authorised Share Capital</u>	
13,00,00,000 Equity Shares of Rs. 10/- each	130,00,00,000
Total	130,00,00,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
9,87,77,778 Equity Shares of Rs. 10/- each, fully paid-up	98,77,77,780
Total	98,77,77,780

Subsequent to 30th September 2024, there has been no change in the authorised, issued, subscribed and paid-up share capital the Transferee Company. The equity shares of the Transferee Company are listed on the BSE Limited (“BSE”) and the National Stock Exchange of India Limited (“NSE”).

There are no existing commitments, obligations or arrangements by the Transferee Company as on the date of sanction of this Scheme by the Board of Directors to issue any further shares or convertible securities.

PART II – AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFeree COMPANY

4. TRANSFER AND VESTING

- 4.1. Subject to the provisions of this Scheme and with effect from the Appointed Date and upon the Scheme becoming effective, all the assets and liabilities of the Transferor Company, under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, and pursuant to the orders of the NCLT or other Appropriate Authority, if any, sanctioning the Scheme shall without any further act, deed, matter or thing, shall stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties and liabilities of the Transferee Company, in accordance with the provisions of Section 2(1B) of the Income-tax Act, 1961
- 4.2. Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Transferor Company shall stand amalgamated with the Transferee Company, as provided in the Scheme, and pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act, the entire business and whole of the business undertaking of the Transferor Company including all its properties whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present or contingent including but without being limited to Gas contracts, Gas framework agreements, Subscription/ membership with Association with CGD entities, ROW arrangements, land (whether leasehold or freehold), buildings and structures and other premises, underground pipelines, offices and other equipment, computers, equipment, stock-in-trade, capital work in progress, business commercial rights, sundry debtors, furniture, fixtures, interiors, office equipment, vehicles, appliances, current assets and debtors, investments, rights, claims and powers, authorities, allotments, approvals and consents, reserves, provisions, permits, ownership rights, leases, right of way, tenancy rights, occupancy rights, incentives, claims, rehabilitation schemes, funds, quota rights, import quotas, licenses as detailed in Schedule-2, authorisation from PNGRB to develop City Gas Distribution business in Ratnagiri district, Latur & Osmanabad districts and Chitradurga & Davanagere districts registrations, contracts, engagements, arrangements, brands, logos, patents, trade names, trademarks, copy rights, all other intellectual property rights, other intangibles of the Transferor Company whether

registered or unregistered or any variation thereof as a part of its name or in a style of business otherwise, other rights and licenses in respect thereof, lease, tenancy rights, flats, telephones, telexes, facsimile connections, email connections, internet connections, websites, installations and utilities, benefits of agreements and arrangements, powers, authorities, permits, allotments, approvals, permissions, sanctions, consents, privileges, liberties, easements, other assets, special status and other benefits that have accrued or which may accrue to the Transferor Company and all the rights, titles, interests, benefits, facilities and advantages of whatsoever nature and wherever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, shall without any further act, instrument or deed, be and shall stand transferred to and vested in and/or deemed to have been transferred to and vested in the Transferee Company as a going concern subject, however, to all charges, liens, mortgages, if any, then affecting the same or any part thereof, asunder.

- 4.3. With effect from the Appointed Date, the whole of the business of the Transferor Company, as a going concern, including its business, all secured and unsecured debts, liabilities, duties and obligations and all the assets, properties, rights, titles and benefits, 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, licensed) all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, licenses, registrations, copyrights, patents, trademarks and other rights and licenses in respect thereof, applications for copyrights, patents, trademarks, leases, licenses, tenancy rights, premise, ownership flats, hire purchase and lease arrangements, lending arrangements, joint venture agreements, benefits of security arrangements, computers, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all rights, title, interest, goodwill, benefit and advantage, deposits, reserves, provisions, advances, receivables, deposits, funds, cash, bank balances accounts and all other rights, benefits of all agreements, subsidies, grants, tax credits [including but not limited to benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax,

minimum alternate tax, taxes deducted at source, carry forward tax losses, unabsorbed depreciation, etc, benefits under the Sales Tax Act, Central Excise Act, sales tax set off, benefits of any unutilised VAT/MODVAT/CENVAT/Service tax credits, local body taxes, un-availed or/and unutilised input tax credit of central goods and services tax ('CGST'), integrated goods and services tax ('IGST'), state goods and services tax ('SGST'), goods and services tax compensation cess ('GST Compensation Cess') etc.], any input tax credit of central goods and services tax ('CGST'), integrated goods and services tax ('IGST'), state goods and services tax ('SGST') pertaining to invoices which are issued by the vendors after Effective Date in the name of Transferor Company, software license, domain / website etc. all files, papers, records engineering and catalogues, data quotations sales / advertisement materials and former customers (price information) / suppliers (credit information) other records whether in physical, electronic form in connection / relating to the Transferor Company and other claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the respective Transferor Company, whether in India or abroad as on the Appointed Date, shall, under the provisions of sections 230-232 of the Act and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to and vested in and / or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become from the Appointed Date, the business of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations of the Transferor Company therein.

- 4.4. Provided that without prejudice to the generality of the foregoing, it is clarified and agreed that (a) in respect of such of the assets of the Transferor Company (including but not limited to investments held by the Transferor Company), as are moveable in nature or are otherwise capable of transfer by manual delivery, they shall be physically handed over by manual delivery or endorsement and delivery, and the same may be so transferred by the Transferor Company, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company to the end and intent that the ownership and property therein passes to the Transferee Company on such handing over and (b) In respect of movable properties of the Transferor Company other than specified in (a) above, including sundry debtors, outstanding loans and advances, if any 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, body corporates, individuals and bodies, landlords vendors, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, give notice in such form as it may deem fit and proper to each person, debtor or depositor, as the case may be, that pursuant to the Hon'ble NCLT having sanctioned the Scheme, the said debts, loans, advances or deposits be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company to recover or realize all such debts, deposits and advances (including the debts payable by such persons, debtor or deposit to the Transferor Company) stands transferred and assigned to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.

- 4.5. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all assets of the Transferor Company that are immovable properties as detailed in Schedule-1, including any right or interest in the land together with the buildings and structures thereon, whether freehold or leasehold, licensed or otherwise held by the Transferor Company and all documents of title, rights and easements in relation thereto including all lease/license agreements together with security deposits and advance/prepaid lease, license fees shall stand transferred to and be vested in the Transferee Company, without any further act or deed done or being required to be done by the Transferor Company and / or the Transferee Company. The Transferee Company shall be entitled to and shall exercise all rights and privileges attached to the aforesaid immovable properties and the relevant landlords, owners, lessors shall continue to comply with the terms, conditions and covenants under all the relevant lease/license or rent agreements and shall in accordance with the terms of such agreements refund the security deposits and advance/prepaid lease/license fees to the Transferee Company. The mutation, novation or substitution of the title of the immovable property shall, upon the Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the Appropriate Authorities, pursuant to the sanction of the Scheme by the Hon'ble NCLT in accordance with the terms hereof. However, it is hereby clarified that the absence of any such mutations, novation or substitutions shall not adversely affect the rights, title or interest of the Transferee Company in such

immovable properties which shall be deemed to have been transferred to the Transferee Company automatically upon coming into effect of this Scheme and with effect from the Appointed Date.

- 4.6. With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licences, permissions, approvals, quotas or consents to carry on the respective operations and business 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 in favour of the Transferee Company. The benefit of all statutory and regulatory permissions, factory licences, environmental approvals and consents, sales tax, service tax, excise registrations, CGST, SGST, IGST, VAT, local body taxes or other licences and consents shall vest in and shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if instead of the respective Transferor Company, the Transferee Company had been the party thereto or the beneficiary or obligee thereof pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Transferor Company, as the case may be, are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions.
- 4.7. With effect from the Appointed Date, all respective debts, liabilities (including contingent liabilities), duties and obligations of every kind, nature and description of the Transferor Company, shall be deemed to have been transferred to the Transferee Company and to the extent they are outstanding on the Effective Date shall, without any further act, deed, matter or thing be and stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company which undertakes to 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 arrangement by virtue of which such debts, liabilities and obligations have arisen in order to give effect to the provisions of this Clause.

- 4.8. Where any of the respective debts, liabilities (including contingent liabilities), duties and obligations of the Transferor Company as on the Appointed Date, deemed to be transferred to the Transferee Company have been discharged by the Transferor Company, after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company, and all loans raised and used and all liabilities and obligations incurred by the Transferor Company after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, matter or thing shall stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company which undertakes to 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 arrangement by virtue of which such loans and liabilities have arisen in order to give effect to the provisions of this Clause.
- 4.9. It is expressly provided that, save as herein provided, no other terms or conditions of the liabilities transferred to the Transferee Company shall be modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 4.10. All the assets and properties which are acquired by the Transferor Company, on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 230-232 and all other applicable provisions, if any of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 230-232 of the Act.
- 4.11. Loans, advances and other obligations if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall stand cancelled and there shall be no liability in that behalf on either party.

- 4.12. The transfer and vesting of the undertakings of the Transferor Company as aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the Transferor Company. Provided always that this Scheme shall not operate to enlarge the scope of security for any loan, deposit or facility availed of by the Transferor Company and the Transferee Company shall not be obliged to create or provide any further or additional security therefore after the Effective Date or otherwise.
- 4.13. Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, the Transferor Company and the Transferee Company shall execute all such instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Company, Mumbai to give formal effect to the above provisions.
- 4.14. The provisions of this Scheme as they relate to the merger of the Transferor Company into Transferee Company, have been drawn up to comply with the conditions relating to “amalgamation”, as defined under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.
- 4.15. Upon the Scheme being sanctioned and taking effect, the Transferee Company shall be entitled to operate all bank accounts related to the Transferor Company and all cheques, drafts, pay orders, direct and indirect tax balances and/or payment advices of any kind or description issued in favour of the Transferor Company, either before or after the Appointed Date, or in future, may be deposited with the Bank of the Transferee Company and credit of all receipts there-under will be given in the accounts of the Transferee Company.

- 4.16. The resolutions, if any, as approved and passed from time to time, under the Act, by the Board of Directors, shareholders of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company until the Board of Directors or the shareholders of the Transferee Company, as applicable, passes resolution(s) which has the effect of modifying or changing aforesaid resolutions of the Transferor Company. If any such resolutions of the Transferor Company have upper monetary or other limits being imposed under the provisions of the Act or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.
- 4.17. This Scheme shall not, in any manner, affect the rights of any of the creditors of the Transferor Company or the Transferee Company.

5. CONTRACTS, DEEDS, AUTHORISATIONS AND OTHER INSTRUMENTS

- 5.1. Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all memorandum of understanding, contracts, deeds, bonds, agreements, schemes, insurance policies, authorisations, licenses, indemnities, guarantees, arrangements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, the Transferee Company, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto or there under.
- 5.2. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that the vesting of the Transferor Company occurs by virtue of this Scheme itself, the Transferee Company shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, to give formal effect to the provisions of Clause 5.1. To the extent that the Transferor Company is required prior to the Effective Date to enter into and / or issue and / or execute such deeds, writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and

in the name of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.

- 5.3. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, authorisations, licenses, certificates, clearances, authorities, power of attorney given by, issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications and do all such acts or things which may be necessary to obtain relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.
- 5.4. The Transferee Company, at any time after the Scheme becoming effective, in accordance with the provisions hereof, if so, required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to which the Transferor Company is a party, in order to give formal effect to the provisions of the Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferor Company.
- 5.5. It is hereby clarified that if any contracts, deeds, bonds, agreements, registrations, licenses, assets (including but not limited to any estate, rights, title, interest in or authorities relating to such assets), schemes, arrangements or other instruments of whatsoever nature to which the Transferor Company is a party, cannot be transferred to the Transferee Company for any reason whatsoever, the Transferor Company shall hold such contracts, deeds, bonds, agreements, registrations, licenses, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Transferee Company, on and till the Effective Date.

6. STAFF, WORKMEN & EMPLOYEES

- 6.1. Upon the coming into effect of this Scheme, all employees of the Transferor Company shall become the employees of the Transferee Company, on terms and conditions not less favourable than those on which they are engaged by the Transferor Company and without any interruption of or break in service as a result of the merger of the Transferor Company with the Transferee Company. For the purpose of payment of all retirement benefits including for the purpose of payment of any retrenchment compensation, gratuity and other retiral/ terminal benefits, the past services of such employees with the Transferor Company shall be taken into account from the date of their appointment with the Transferor Company and such benefits to which the employees are entitled in the Transferor Company shall also be taken into account, and paid (as and when payable) by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement or arrangement, if any, entered into or deemed to have been entered into by the Transferor Company with any Persons in relation to the employees of the Transferor Company. Thus, on and from the Effective Date and with effect from the Appointed Date, the services of the employees of the Transferor Company will be treated as having been continuous, without any break, discontinuance or interruption, for the purpose of membership and the application of the rules or bye-laws of provident fund or gratuity fund or pension fund or superannuation fund or other statutory purposes as the case may be.
- 6.2. Insofar as the provident fund, gratuity fund, superannuation fund, retirement fund and any other funds or trusts or benefits created by the Transferor Company for its employees or to which the Transferor Company is contributing for the benefit of its employees (collectively referred to as the "Funds") are concerned, the Funds or such part thereof as relates to the employees (including the aggregate of all the contributions made to such Funds for the benefit of the employees, accretions thereto and the investments made by the Funds in relation to the employees) shall be transferred to the Transferee Company and shall be held for the benefit of the concerned employees. In the event the Transferee Company has its own funds in respect of any of the employee benefits referred to above, the Funds shall, subject to the necessary approvals and permissions, and at the discretion of the Transferee Company, be merged with the relevant funds of the Transferee Company. In the event that the Transferee Company does not have its own funds in respect of any of the above or if deemed appropriate by

the Transferee Company, the Transferee Company may, subject to necessary approvals and permissions, maintain the existing funds separately and contribute thereto until such time that the Transferee Company creates its own funds, at which time the Funds and the investments and contributions pertaining to the employees shall be merged with the funds created by the Transferee Company.

- 6.3. In relation to those Employees for whom the Transferor Company are making contributions to the government provident fund or other employee benefit fund, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said Funds in accordance with the provisions of such Funds, bye laws, etc. in respect of such Employees, such that all the rights, duties, powers and obligations of the Transferor Company as the case may be in relation to such schemes/ Funds shall become those of the Transferee Company.

7. LEGAL PROCEEDINGS

- 7.1. Upon the coming into effect of this Scheme, if any writ petition, suit, appeal, revision or other legal proceedings of whatsoever nature including but not limited to civil, tax or criminal proceedings (whether tax & regulatory, civil or criminal) (hereinafter referred to as the "Proceedings") by or against the Transferor Company are pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the merger of the Transferor Company with the Transferee Company and by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made. On and from the Effective Date, the Transferee Company may initiate any legal proceeding for and on behalf of the Transferor Company
- 7.2. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in sub clause 7.1 above, transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company.

- 7.3. On and from the Effective Date, the Transferee Company shall and may initiate any proceedings including but not limited to civil, tax or criminal proceedings in relation to the Transferor Company in the same manner and to the same extent as would or might have been initiated by the Transferor Company, if the Scheme had not been made.

8. BOARD OF DIRECTORS OF THE TRANSFEROR COMPANY

- 8.1. The Board of Directors (or any committee/ sub-committee thereof) of the Transferor Company, upon this Scheme becoming effective, shall without any further act, instrument and deed stand dissolved. All directors of the Transferor Company shall cease to be directors of the Transferor Company on coming into effect of this Scheme. However, if any such director is a director of the Transferee Company, he will continue to hold his office in the Transferee Company.

9. TAXES

- 9.1. This Scheme has been drawn up to comply with the conditions specified in Section 2(1B) and other relevant provisions of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section and other related provisions at a later date including that resulting from a retrospective amendment of law or for any other reason whatsoever till the time the Scheme becomes effective, the provisions of the said section and other related provisions of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified, unless the Board of Directors decide otherwise, to the extent required to comply with Section 2(1B) and other relevant provisions of the Income Tax Act, 1961.
- 9.2. Any tax liabilities under the Income-tax Act, 1961, Excise Duty Laws, Service Tax Laws, applicable State Value Added Tax Laws, the Integrated Goods and Services Tax Act, 2017, the Central Goods and Services Tax Act, 2017, Maharashtra Goods and Services Tax Act, 2017 and any other state Goods and Services Tax Act, 2017, the Goods and Services Tax (Compensation to States) Act, 2017, Stamp Laws, or other applicable laws/regulations (hereinafter in this clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the Accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company.

- 9.3. On and from the Appointed Date, all the profits or income taxes (including advance tax, self-assessment tax, tax deducted at source, tax collected at source, foreign tax credits, dividend distribution tax, minimum alternate tax credit, tax losses, unabsorbed depreciation) all input credit balances (including but not limited to CENVAT/MODVAT, sales tax, VAT, applicable excise and customs duties, SGST, IGST and CGST credits under the goods and service tax laws) or any costs, charges, expenditure accruing to the Transferor Company in India and abroad or expenditure or losses arising or incurred or suffered by the Transferor Company shall for all purpose be treated and be deemed to be and accrue as the profits or income, Taxes (namely advance tax, tax deducted at source, tax collected at source, dividend distribution tax & foreign tax credits), tax losses, minimum alternate tax credit, unabsorbed depreciation, dividend distribution tax credit, income costs, charges, expenditure or losses of the Transferee Company, as the case may be.
- 9.4. Upon the Scheme becoming effective and with effect from the Appointed Date, obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company or for collection of tax at source on any supplies made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company. Further, any TDS / TCS deducted / collected by the respective Transferor Company and the Transferee Company on transactions with each other, if any, from the Appointed Date until Effective Date and deposited with the Governmental Authorities shall be deemed to be advance tax paid by the Transferee Company and shall, in all proceedings be dealt with accordingly.
- 9.5. Upon the Scheme becoming effective and with effect from the Appointed Date, the Transferee Company shall be entitled to prepare and / or revise, as the case may be, the financial statements and the relevant statutory / tax returns along with prescribed forms, filings and annexures under the IT Act, GST law and other tax laws, and to claim refunds and / or credits for taxes paid and to claim tax benefits under the IT Act, GST law and other tax laws, and for matters incidental thereto, if so necessitated to give effect to this Scheme, notwithstanding that the time prescribed for such revision may have elapsed. For avoidance of doubt, the Transferee Company shall have the right to

claim refunds, credits, etc., relating to the Transferor Company for the period on and after the Appointed Date.

- 9.6. Upon the Scheme becoming effective and with effect from the Appointed Date, in so far as the various incentives, benefits, subsidies, grants, special status and other benefits or privileges (including but not limited to those under the IT Act and GST laws) enjoyed and/or granted by any Government body, local authority or by any other person, or availed by the Transferor Company, are concerned, the same shall, without any further act or deed, vest with and be available to the Transferee Company on the same terms and conditions.
- 9.7. Upon the Scheme becoming effective and with effect from the Appointed Date, all Tax compliances under any tax laws by the Transferor Company on or after the Appointed Date shall be deemed to be made by the Transferee Company.
- 9.8. All the expenses incurred by the Transferor Company and the Transferee Company in relation to the amalgamation in accordance with this Scheme, including stamp duty expenses, if any, shall be allowed as deduction to the Transferee Company in accordance with section 35DD of the IT Act over a period of five years beginning with the financial year in which this Scheme becomes effective.
- 9.9. It is hereby clarified that, upon the Scheme becoming effective and with effect from the Appointed Date, all tax assessment proceedings and appeals of whatsoever nature by or against the Transferor Company, pending or arising as at the Effective Date, 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 or enforced by or against the Transferor Company. Further, the abovementioned proceedings shall neither abate or be discontinued nor be in any way prejudicially affected by the reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in this Scheme.

10. TAX CREDITS

- 10.1. The benefit of any tax credits whether central, state or local, availed by the Transferor Company and carry forward and set-off of accumulated tax losses and unabsorbed

depreciation, MAT credits, book losses and the obligations, if any, for payment of the tax on any assets of the Transferor Company shall be deemed to have been availed by the Transferee Company or as the case may be, deemed to be the obligations of the Transferee Company.

- 10.2. With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/receivable by the Transferor Company, including all or any refunds/tax credit/claims relating thereto shall be treated as asset/liability or refunds/credit/claims, as the case may be, of the Transferee Company.
- 10.3. All expenses incurred by the Transferor Company under Section 43B of the Income Tax Act, 1961, shall be claimed as a deduction by the Transferee Company and the transfer of the Transferor Company shall be considered as a succession of the business by the Transferee Company. Accordingly, it is further clarified that the Transferee Company shall be entitled to claim deduction under section 43B of the Income Tax Act, 1961 in respect of the unpaid liabilities transferred to the extent not claimed by the Transferor Company, as and when the same are paid subsequent to the Appointed Date.
- 10.4. Upon the Scheme becoming effective and with effect from the Appointed Date, the Transferee Company and the Transferor Company are expressly permitted to revise their tax returns including tax deducted at source certificates/returns and to claim refunds, advance tax credits, excise and service tax credits, unutilized input tax credit of CGST, IGST, SGST, GST Compensation Cess, set off, etc. on the basis of the accounts of the Transferor Company, as vested with the Transferee Company upon coming into effect of this scheme and its right to make such revisions in the related tax returns and related certificates, as applicable, and the rights to claim refunds, adjustments, credits, set-offs, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly reserved.
- 10.5. Any refund under the Tax Laws due to the Transferor Company consequent to the assessments made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall belong to and be received by the Transferee Company.

11. CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

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

- 11.1 The Transferor Company undertakes to preserve and carry on its business, with reasonable diligence and business prudence and shall not undertake financial commitments or sell, transfer, alienate, charge, mortgage, or encumber or otherwise deal with or dispose of any undertaking or any part thereof save and except in each case:
- a) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the Tribunal; or
 - b) if the same is expressly permitted by this Scheme; or
 - c) if the prior written consent of the Board of Directors of the Transferee Company has been obtained.
- 11.2 Unless otherwise stated herein, from the Appointed Date until the Effective Date:
- a) All the profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company, shall for all purposes be treated as the income or profits or losses or expenditure as the case may be of the Transferee Company.
 - b) The Transferor Company shall not vary the terms and conditions of employment of any of the employees except in the ordinary course or pursuant to any pre-existing obligation undertaken by the Transferor Company as the case may be.
 - c) The Transferor Company shall not make any change in its capital structure (paid-up capital), whether by way of increase, decrease, reduction, re-classification, subdivision or consolidation, re-organisation, or in any other manner, except by and with the consent of the Board of Directors of Transferee Company.
 - d) Transferor Company shall not declare or pay any dividends, whether interim or final, to its respective equity shareholders in respect of the accounting period prior to the Effective Date, except with the prior approval of the Board of Directors of Transferee Company.

11.3 The Transferor Company shall carry on and be deemed to have carried on all business and activities and shall stand possessed of all the assets, rights, title and interest for and on account of, and in trust for the Transferee Company.

11.4 The Transferor Company either individually or jointly with the Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and /or other agencies, departments and authorities concerned as may be necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company and to give effect to the Scheme.

12. SAVING OF CONCLUDED TRANSACTION(S)

The transfer and vesting of the assets, liabilities and obligations pertaining/relating to the Transferor Company, pursuant to this Scheme, and the continuance of the proceedings by or against the Transferee Company, under clause 7 hereof shall not affect any transactions or proceedings already completed or liabilities incurred by the Transferor Company, either prior to or on or after the Appointed Date, to the end and intent that the Transferee Company accepts all acts, deeds and things done and executed by and/or on behalf of the Transferor Company, as acts, deeds and things done and executed by and/or on behalf of itself.

13. CONSIDERATION

13.1. The entire issued, subscribed and paid-up share capital of the Transferor Company is held by the Transferee Company and its nominees and/or joint shareholders. Hence, the Transferor Company is directly and beneficially owned by the Transferee Company along with its nominees and/or joint shareholders. Accordingly, the Transferor Company is direct wholly owned subsidiary of the Transferee Company. Thus, upon the Scheme becoming effective, neither any consideration will be paid nor any shares shall be issued by the Transferee Company to the shareholders of the Transferor Company and consequent upon the merger, the shares of the Transferor Company held by the Transferee Company, shall stand cancelled

- 13.2. It is further clarified that since the Transferor Company is a wholly owned subsidiary of the Transferee Company, no consideration shall be discharged by the Transferee Company, pursuant to the Scheme.
- 13.3. Upon the Scheme becoming effective, the shares held in dematerialised form by the Transferee Company either by itself or through its nominees or joint holders in the Transferor Company shall be cancelled without any further application, act, instrument or deed for cancellation thereof by the Transferee Company and the shares of the Transferor Company shall cease to be in existence accordingly.

14. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEE COMPANY

- 14.1. With effect from the Appointed Date, the Transferee Company shall account for amalgamation of the Transferor Company into the Transferee Company as per Indian Accounting Standard 103 on Business Combinations prescribed under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015.

With effect from the Appointed Date, the Transferee Company shall account for amalgamation as under –

- a). In line with the recognition principles provided under Indian Accounting Standard 103 on Business Combinations, the Transferee Company shall recognise all assets and liabilities of the Transferor Company transferred to and vested in the Transferee Company pursuant to this Scheme at fair values as determined by an independent valuer and adopted by the Transferee Company. Such assets may also include acquired identifiable intangible assets, whether previously recorded in the books of accounts of the Transferor Company or not. Upon the Scheme coming into effect, the above recognition shall result in the Transferee Company recording all the assets and liabilities of the Transferor Company transferred to and vested in it pursuant to this Scheme.
- b) The value of investment in the Equity Shares of the Transferor Company held by the Transferee Company shall stand cancelled in the books of the Transferee Company, without any further act or deed. The cost of acquisition of such Equity

Shares of the Transferor Company in the hands of the Transferee Company represents and shall be treated as the consideration paid by the Transferee Company for acquisition of the business of the Transferor Company.

- c) Any other inter-company transactions and balances, if any, appearing in the books of accounts of the Transferor Company and the Transferee Company shall stand cancelled and there shall be no further obligation in that behalf.
- d) Any excess of the amount of investment cancelled [as per clause (b) above] over the value of Net Assets of the Transferor Company and after giving effect to clause (c) above, shall be treated as goodwill in accordance with Indian Accounting Standard 103 on Business Combinations in the books of the Transferee Company. If the amount of investment cancelled [as per clause (b) above] is less than amount of Net Assets of the Transferor Company, the difference will be recorded in capital reserve account of the Transferee Company in accordance with the requirements of Ind AS103. For the purpose of this clause, 'Net Assets' shall mean the difference between the assets and liabilities as recognised by the Transferee Company, as per clause (a) above.

Upon this Scheme becoming effective and with effect from the Appointed Date, the carrying value of investments in the financial statements of the Transferee Company in the equity share capital of the Transferor Company shall stand cancelled pursuant to the Scheme becoming effective and there shall be no further obligation in that behalf.

Any matter not dealt with in this Clause 14.1 shall be dealt with in accordance with the Indian Accounting Standards applicable to the Transferee Company.

15. AGGREGATION OF AUTHORISED SHARE CAPITAL

- 15.1. Upon this Scheme becoming effective, the authorised share capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to ROC, by the authorised share capital of the Transferor Company as on the Effective Date except for differential RoC Fees payable in accordance with provisions of Section 232(3)(i) of the Companies, Act 2013 after setting-off fees already paid by the Transferor Company on such authorized share capital. The Authorised Share Capital

of the Transferee Company stands increased to INR 2,80,00,00,000 (Rupees Two Hundred Eighty Crores Only) divided into 28,00,00,000 (Twenty Eight Crore) equity shares of INR 10/- each and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorised share capital) shall, without any further act, instrument or deed, be increased and stand altered, modified and amended, and the consent of the shareholders of the Transferee Company to the Scheme (in case dispensation for holding meeting of shareholders of the Transferee Company is not granted)/ the approval of this Scheme by the NCLT (in case dispensation for holding meeting of shareholders of the Transferee Company is granted) shall be deemed to be sufficient for the purposes of effecting this amendment, and no resolution(s) under Sections 13, 14 and 61 of the Companies Act, 2013 and Section 230 of the Act and other applicable provisions of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duties and fees paid on the authorised capital of the Transferor Company shall be utilized and applied to the increased authorised share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and / or fee by the Transferee Company for increase in the authorised share capital to that extent and the Transferee Company shall pay the differential fees, if any, on the enhanced authorised share capital pursuant to the amalgamation after set-off the fee paid by the Transferor Company on its authorised capital, prior to amalgamation. Further, in the event of any increase in the authorised share capital of the Transferor Company and/ or the Transferee Company before the Effective Date, on sanctioning of the any other Scheme by the competent authorities or otherwise increased independently by the respective Companies, such increase shall be given effect to while aggregating the authorised share capital of the Transferee Company and the clauses provided hereinunder shall stand modified to that extent such that the such increase shall be taken in account, while aggregating the Authorised Share Capital under the present Scheme.

- 15.2. It is clarified that the consent of the shareholders of the Transferee Company to the Scheme (in case dispensation for holding meeting of shareholders of the Transferee Company is not granted)/ the approval of this Scheme by the NCLT (in case dispensation for holding meeting of shareholders of the Transferee Company is granted) shall be deemed to be the consent of shareholders of the Transferee Company to the alteration of the Memorandum 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 substituted by virtue of the Scheme to read as follows.

V. The authorized share capital of the Company is Rs. 2,800,000,000/- (Rupees Two Billion Eight Hundred Million) divided into 280,000,000/- shares of Rs.10/- (Rupees Ten each) with powers to increase or reduce the capital of the Company.

16. VALIDITY OF EXISTING RESOLUTIONS

Upon the Scheme becoming effective, the resolutions of the Transferor Company, as are considered necessary by the Board of Directors of the Transferee Company and which are valid and subsisting on the Effective Date shall continue to be valid and subsisting and be considered as resolution 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 law, then the said limits, as are considered necessary by the Board of Directors of the Transferee Company, shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

17. COMPLIANCE WITH SEBI REGULATIONS

In terms of Regulation 37(6) of the Listing Regulations read, inter alia, with Master Circular dated 20th June 2023 and other Circulars issued by SEBI on Scheme of Amalgamation, the requirement of taking approval of Stock Exchanges and SEBI to a Scheme entailing amalgamation of wholly owned subsidiary with its listed holding company has been dispensed with and the listed holding company is only required to file the Scheme with the Stock Exchanges for the purpose of disclosure. Accordingly, no approval of Stock Exchanges is required for the present Scheme of Amalgamation.

18. DISSOLUTION OF THE TRANSFEROR COMPANY

Upon the Scheme becoming effective and filing of requisite forms with the Jurisdictional RoC, the Transferor Company shall be dissolved without winding up under Sections 230 to 232 and other applicable provisions of the Act, without any further act, deed or instrument on part of the Transferor Company and/or the Transferee Company. The name of the Transferor Company shall stand "Amalgamated" in the records of the appropriate Jurisdictional Registrar of Companies without any further act or deed on part of the Transferor Company and the Transferee Company.

PART III - GENERAL TERMS AND CONDITIONS

19. APPLICATION(S) TO NCLT

The Transferor Company and/or the Transferee Company shall make, as applicable, joint or separate applications / petitions under Sections 230 to 232 and other applicable provisions of the Act read with rules & regulations framed thereunder, to the Hon'ble NCLT for sanctioning this Scheme and directions required thereunder for giving effect to the Scheme and for dissolution of the Transferor Company without being wound up.

20. MODIFICATIONS/ AMENDMENTS TO THE SCHEME

- 20.1. Subject to approval of the NCLT, the Transferor Company and/or the Transferee Company, through their respective Board of Directors, may consent, on behalf of all persons concerned including but not limited to shareholders and/or creditors and/or stakeholders of the Transferor Company and the Transferee Company, to any modifications/amendments to the Scheme or to any conditions or limitations that the NCLT may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e., the Board of Directors) and solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect.
- 20.2. For the purpose of giving effect to this Scheme or to any modification thereof, the Board of Directors of the Transferee Company may give and are authorised to give such directions including directions for settling any question of doubt or difficulty that may arise.
- 20.3. In the event, which of any of the conditions imposed by the NCLT or other authorities the Transferor Company and/or the Transferee Company may find unacceptable for any reason, in whole or in part, then the Boards of the Transferor Company and/or the Transferee Company are at liberty to withdraw the Scheme at any time before making the Scheme effective.

21. CONDITIONALITY OF THE SCHEME

The Scheme, in relation to the amalgamation of Transferor Company with Transferee Company, is conditional upon and subject to the following:

- a) The requisite consent/ intimation/ approval/ permission, as may be required of the Central Government or any other statutory or regulatory authority, including Stock Exchange(s) and/or Securities and Exchange Board of India, if any, which by law may be necessary for the implementation of this Scheme.
- b) The Scheme being approved by the respective requisite majorities of the shareholders and/ or creditors of the Transferor Company and the Transferee Company as required, if any and/ or as may be dispensed with by the Hon'ble NCLT or as may be directed by the Hon'ble NCLT.
- c) Sanctions and orders under the provisions of Sections 230 to 232 and other applicable provisions of the Act being obtained by the Transferor Company and the Transferee Company from the NCLT.
- d) Filing of certified copies of orders of the NCLT sanctioning this Scheme pursuant to Sections 230 to 232 and other applicable provisions of the Act with the ROC, Mumbai, Maharashtra by the Companies.

22. EFFECT OF NON-RECEIPT OF APPROVALS

- 22.1. In the event any of the said approvals or sanctions referred to in Clause 19 above not being obtained or conditions enumerated in the Scheme not being complied with, or for any other reason, the Scheme cannot be implemented, the Boards of Directors or committee empowered thereof of the Transferor Company and the Transferee Company shall by mutual agreement, waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, the Scheme shall become null and void and shall stand revoked, cancelled and be of no effect and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.
- 22.2. In the event of withdrawal of the Scheme under Clause 22.1 above, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* the Parties or their respective shareholders or creditors or employees or any other Person.
- 22.3. The Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if they are of the view

that the coming into effect of the Scheme could have adverse implications on the Transferor Company and/ or the Transferee Company.

23. BINDING EFFECT

Upon the Scheme becoming effective, the same shall be binding on the Transferor Company and the Transferee Company and all concerned parties including but not limited to their shareholders, creditors, employees, stakeholders, sectoral regulators, etc. without any further act, deed, matter or thing.

24. SEVERABILITY

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, unless the deletion/modification of such part shall cause this scheme to become materially adverse to either the Transferee Company or any of the Transferor Company, in which case the Transferee Company and Transferor Company may, through mutual consent and acting through their respective board of directors, attempt to bring about appropriate modification to this scheme, as will best preserve for each of them, the benefits and obligation of this scheme, including but not limited to such part.


25. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties (including stamp duty, if any, applicable in relation of this Scheme), levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.

26. MISCELLANEOUS

- 26.1. On the approval of the Scheme by the members of the Transferor Company and the members of the Transferee Company pursuant to Section 230 of the Act or otherwise dispensed with or directed by the Hon'ble NCLT, it shall be deemed that the said members have also accorded all relevant consents under any other provisions of the Act, including Sections 13, 14, 61, 62(1)(c) and 64 of the Act, to the extent the same may be considered applicable.

- 26.2. The consent/ approval given by the members and/ or the creditors of the Companies to this Scheme pursuant to Section 230 to 232 of the Act and any other applicable provisions of the Act or otherwise dispensed with by the Hon'ble NCLT shall be deemed to be their approval for their respective obligations under this Scheme

CERTIFIED TRUE COPY
For Mahanagar Gas Limited

Authorised Signatory (S)

CERTIFIED TRUE COPY
Unison Enviro Private Limited

Authorised Signatory

Schedule 1

Details of Immovable Properties being transferred from the Transferor Company to the Transferee Company:

Sr. No.	Title	Address	City, State	Nature of Ownership (Freehold/Leasehold)
1	Land for City Gate Station, Dingani	Plot No. 40/16, Dingani Kuran, Sangameshwar, Ratnagiri, Maharashtra-415611	Ratnagiri, Maharashtra	Freehold Land
2	Land for City Gate Station, Chincholi Kajale, AUSA	Plot bearing Gat No. 142 (Part), NH 361, Chincholi (Kajale), AUSA, Latur, Maharashtra	Latur, Maharashtra	Freehold Land
3	Land for City Gate Station, Chitradurga	Rev Survey No. 92/7b 1, Guddadarangvvanahalli on old NH 13, new NH 50 (Solapur -Mangalore Highway) G R Halli, Chitradurga, Karnataka-577502	Chitradurga, Maharashtra	Freehold Land
4	City Gate Station, Chincholi Kajale, AUSA	Gat No.142, NH-361, Near New Toll Plaza on Tuljapur-AUSA Highway, Village Chincholi Kajale, Taluka - AUSA, District - Latur, PIN 413520	Latur, Maharashtra	Freehold Land
5	Service Road for City Gate Station, Chincholi Kajale, AUSA	Gat No.142, NH-361, Near New Toll Plaza on Tuljapur-AUSA Highway, Village Chincholi Kajale, Taluka - AUSA, District - Latur, PIN 413520	Latur, Maharashtra	Freehold Land
6	COCO Station, Patil Plot, Latur	Latur City CNG Station (COCO), Plot No-01, Gat No/Survey No-83/3/C, NH-548B, AUSA-Barshi Ring Road, Near Poddar School, Village-Khadgaon, Taluka & District -Latur, Maharashtra-413531	Latur, Maharashtra	Freehold Land



Balance lease period as on 1 February 2024 (more than 1 year but less than 3 years)

Sr. No	Title	Address	City, State	Nature of Ownership (Freehold/Leasehold)
1	Guest House, Chitra Durga	Varun Layout, Basveshwar Nagar, Pellekeranahalli, Chitradurga	Chitradurg, Karnataka	Leasehold
2	Guest House, Chitradurga	Medikeripura, Doddiganahal, Chitradurga	Chitradurg, Karnataka	Leasehold
3	Guest House, Davanagere	Savi Residency, 1154/5, Shivkumar Layout, 2nd Stage, 4th Cross, Hadadi road, Davanagere	Chitradurg, Karnataka	Leasehold
4	Land for Distributed Control System, Chitradurga	Nagarathna S, 12th Cross, Davalagiri Badavane, Chitradurga, Karnataka	Chitradurg, Karnataka	Leasehold
5	Land for Distributed Control System, Davanagere	Plot not 1722/27, 26, SS Enclave, SS Badavane, A-Block, Shamanur Village, Survey No. 12/1, Shamanur Road, Davanagere - 577004	Davanagere, Karnataka	Leasehold
6	Guest House (1st & 2nd floor)	B.Y. Tower, S.No.33/6/C, Plot No-9 & 18, Near Bhagwan Primary School, Ausa-Barshi Ring Road, Latur, Maharashtra-413512	Latur, Maharashtra	Leasehold
7	Admin. Office, Davanagere	1947/5-10 & 3371/5, Old PB Road, Near Pooja International Hotel, davanagere - 577005	Chitradurg, Karnataka	Leasehold

Balance lease period as on 1 February 2024 (more than 3 years but less than 5 years)

Sr. No.	Title	Address	City, State	Nature of Ownership (Freehold/Leasehold)
1	COCO stations, Plot No. A3	Plot No. A3, A3-1, Mirjole MIDC Mirjole Industrial Area, Ratnagiri, Maharashtra - 415639	Ratnagiri, Maharashtra	Leasehold
2	Admin. Office, Plot No. A3	Plot No. A3, A3-1, Mirjole MIDC Mirjole Industrial Area, Ratnagiri, Maharashtra - 415639	Ratnagiri, Maharashtra	Leasehold



Balance lease period as on 1 February 2024 (more than 5 years)

Sr. No.	Title	Address	City, State	Nature of Ownership (Freehold/Leasehold)
1	Land for COCO Station, Patil Plot, Latur	Plot No, 1, Gat No. 83/3/C, NH-548B, AUSA-Barshi Ring Road, Village-Khadgaon, Taluka & District-Latur, Maharashtra - 413512	Latur, Maharashtra	Leasehold
2	Land for Distributed Control System (DCS)	Plot No. 04, Gat No.14, Survey No.12, Village Vasangaon, Taluka & District Latur-413512	Latur, Maharashtra	Leasehold
3	Land for District Regulating Station, Chitradurga	Prameela K, Site No. 13, Basaveswara Nagara, 1st Main, Chitradurga, Karnataka	Chitradurga, Karnataka	Leasehold
4	Admin Office, B.Y. Tower, Latur	B.Y.Tower,S.No.33/6/C,Plot No-9 & 18, Near Bhagwan Primary School,AUSA-Barshi Ring Road, Latur,Maharashtra-413512	Latur, Maharashtra	Leasehold
5	Land for COCO CNG Station, MSRTC, Ratnagiri	Survey no. 72/A1A1A1/1a1/1b/1/2/2/B, CTS NO. 181, Village- Zhadgaon, (Under Municipal cop.) Maal Naka, Near Ratnagiri MSRTC Depot, Taluka & Dist - Ratnagiri - 415639	Ratnagiri, Maharashtra	Leasehold
6	Land for COCO CNG Station MSRTC, Chiplun	Survey No. 133/3, 133/6, MSRTC Shivaji Nagar Depot., NH-66, Parshuram Nagar, Shivaji Nagar, Chiplun, Ratnagiri, Maharashtra - 415605	Ratnagiri, Maharashtra	Leasehold
7	Land for LNG Plant (COCO Station), MIDC C-40	Plot No. C-40, MIDC, Lote- Parshuram, Peer Lote - 415722	Ratnagiri, Maharashtra	Leasehold

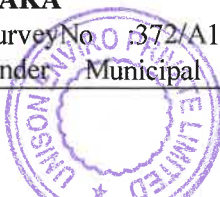


Schedule 2

Details of Intangible assets being transferred from Transferor Company to Transferee Company:

Ratnagiri GA

S.N.	License/ Approval	Nature of License /Approval	Property	Authority	Validity
1	License in Form G (The prior approval and the no-objection certificate from the district magistrate are only pr-requisites to this license and are not valid once the license is obtained.)	License to dispense compressed natural gas in CNG dispensing station as automotive fuel.	COCO - CITY GATE STATION DIGANI KURAN Plot No, 40/16, Village Dingni Kuran, Sangmeshwar, Ratnagiri, Village Dingani Kuran, Sangameshwar, Taluka: Sangameshwar, District: RATNAGIRI, State: Maharashtra, Pin : 415611	Petroleum & Explosives Safety Organisation – Deputy controller of explosives for Jt. Chief controller of explosives, Navi Mumbai	September 30, 2027
2			COCO - CNG Station : MIDC MIRJOLE, A3 Plot No, A3, A3-1, Mirjole MIDC, MIDC Mirjole-Industrial Area, , Ratnagiri, Taluka:Ratnagiri, District: RATNAGIRI, State: Maharashtra, Pin : 415639	Petroleum & Explosives Safety Organisation – Deputy controller of explosives for Jt. Chief controller of explosives, Navi Mumbai	September 30, 2026
3		License to dispense compressed natural gas in CNG dispensing station as automotive fuel.	COCO - CNG Station: MSRTC SHIVAJI NAGAR CHIPLUN Survey No, 133/3, 133/6, MSRTC Shivaji Nagar Depot., NH-66, Parshuram Nagar, Shivaji Nagar, Chiplun, Chiplun, Chiplun, Taluka: Chiplun, District:RATNAGIRI, State: Maharashtra, Pin : 415605.	Petroleum & Explosives Safety Organisation – controller of explosives for Jt. Chief controller of explosives, Navi Mumbai	September 30, 2029
4		License to dispense compressed natural gas in	COCO - CNG STATION : MSRTC MAL NAKA Survey No :372/A1A1A1/1A1/1B/1/2/2/B, Under Municipal Cop. Malnaka, Near	Petroleum & Explosives Safety Organisation – Deputy controller	

		CNG dispensing station as automotive fuel.	Ratnagiri MSRTC Depot, Zhadgaon, Ratnagiri, Taluka: Ratnagiri, District: RATNAGIRI, State: Maharashtra, Pin : 415639	of explosives for Jt. Chief controller of explosives, Navi Mumbai	September 30, 2025
5	License in Form G (The prior approval and the no-objection certificate from the district magistrate are only pre-requisites to this license and are not valid once the license is obtained.)		DODO - CNG STATION : SHREE DATTA FILLING STATION Survey No, 23/1, Village. Walanjwadi, Taluka-Khed, Walanjwadi, Khed, Taluka: Khed, District: RATNAGIRI, State: Maharashtra, Pin : 415640.	Petroleum & Explosives Safety Organisation – Deputy controller of explosives for Jt. Chief controller of explosives, Navi Mumbai	September 30, 2029
6		License to dispense compressed natural gas in CNG dispensing station as automotive fuel.	DODO - CNG STATION: CHOUGLE FILLING STATION Survey No, 51/1/2, AT DAPOLI-MANDANGAD ROAD, DAPOLI, Dapoli, Taluka: Dapoli, District: RATNAGIRI, State: Maharashtra, Pin : 41571.	Petroleum & Explosives Safety Organisation – Deputy controller of explosives for Jt. Chief controller of explosives, Mumbai	September 30, 2028
7		License to dispense compressed natural gas in CNG dispensing station as automotive fuel.	DODO - CNG STATION: MAMTA FUELLING STATION Gut No, 371, Mumai Goa Highway, Village Valop,, Valope, Chiplun, Taluka: Chiplun, District: RATNAGIRI, State: Maharashtra, Pin : 415605	Petroleum & Explosives Safety Organisation – Deputy controller of explosives for Jt. Chief controller of explosives, Mumbai	September 30 th 2029
8			DODO - RELIABLE FUEL STATION- CNG STATION Survey No, 24/1, Plot No.-16, Kodavali, NH-66, Mumbai-Goa Highway, Kodavali, Rajapur, Taluka: Rajapur, District:	Petroleum & Explosives Safety Organisation – Deputy controller of explosives for Jt. Chief	September 30, 2025



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			RATNAGIRI, State: Maharashtra, Pin : 416702	controller of explosives, Mumbai	
9			DODO - CNG STATION - KRUPA SINDU KRUPA SINDHU CNG FILLING STATION SR.NO 149/2 ,MOUJE ORI, CHAFE GANPATIPULE ROAD , TALUKA & DISTRICT - RATNAGIRI ,415620.	Petroleum & Explosives Safety Organisation – Deputy controller of explosives for Jt. Chief controller of explosives, Navi Mumbai	January 14 th , 2025
10	License in Form E and F	License for storage and filling of gas cylinders in cases of Compressed Gases.	COCO - CNG Station: MIDC MIRJOLE, A3 Plot No, A3, A3-1, Mirjole MIDC, MIDC Mirjole-Industrial Area, , Ratnagiri, Taluka:Ratnagiri, District: RATNAGIRI,State: Maharashtra, Pin : 415639	Petroleum & Explosives Safety Organisation – Deputy controller of explosives for Jt. Chief controller of explosives, Navi Mumbai	September 30, 2026
11	License in Form E and F	License for storage and filling of gas cylinders in cases of Compressed Gases.	COCO - CNG STATION : MSRTC MAL NAKA SurveyNo :372/A1A1A1/1A1/1B/1/2/2/B, Under Municipal Cop. Malnaka,Near Ratnagiri MSRTC Depot, Zhadgaon, Ratnagiri,Taluka: Ratnagiri,District: RATNAGIRI,State: Maharashtra, Pin : 415639	Petroleum & Explosives Safety Organisation – Deputy controller of explosives for Jt. Chief controller of explosives, Navi Mumbai	September 30, 2028
12			COCO - CNG Station: MSRTC SHIVAJI NAGAR CHIPLUN Survey No, 133/3, 133/6, MSRTC Shivaji Nagar Depot., NH-66, Parshuram Nagar, Shivaji Nagar, Chiplun, Chiplun, Chiplun,	Petroleum & Explosives Safety Organisation – Deputy controller of explosives for	September 30, 2025



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			Taluka: Chiplun, District: RATNAGIRI, State: Maharashtra, Pin : 415605.	Jt. Chief controller of explosives, Navi Mumbai	
13	License in Form LS-IA	License for storing compressed gas in a pressure vessel	COCO - LNG PLANT C40 LOTTE Plot No, C-40, LOTTE MIDC, LOTTE PARSHURAM, Khed, Taluka: Khed, District: RATNAGIRI, State: Maharashtra, PIN: 415722	Petroleum & Explosives Safety Organisation – Deputy controller of explosives for Jt. Chief controller of explosives, Navi Mumbai	September 30, 2026
14	Consent to Establish	Required to be obtained before establishing any Industry, Plant, or Process	COCO - CITY GATE STATION DIGANI KURAN Plot No, 40/16, Village Dingni Kuran, Sangmeshwar, Ratnagiri, Village Dingani Kuran, Sangameshwar, Taluka: Sangameshwar, District: RATNAGIRI, State: Maharashtra, Pin : 415611	MPCB	October 31, 2029 One Time Only
15			COCO - CNG STATION Plot No, A3, A3-1, Mirjole MIDC, MIDC Mirjole-Industrial Area, , Ratnagiri, Taluka: Ratnagiri, District: RATNAGIRI, State: Maharashtra, Pin : 415639	MPCB	March 6, 2024 One Time Only
16			COCO - LNG PLANT C40 LOTTE Plot No, C-40, LOTTE MIDC, LOTTE PARSHURAM, Khed, Taluka: Khed, District: RATNAGIRI, State: Maharashtra, PIN: 415722	MPCB	October 31, 2027 One Time Only



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17	Consent to Operate ¹	Required to operate industry	COCO - CITY GATE STATION DIGANI KURAN Plot No, 40/16, Village Dingni Kuran, Sangmeshwar, Ratnagiri, Village Dingani Kuran, Sangameshwar, Taluka: Sangameshwar, District: RATNAGIRI, State: Maharashtra, Pin : 415611	MPCB	October 31, 2029
18			COCO - CNG Station : MIDC MIRJOLE, A3 Plot No, A3, A3-1, Mirjole MIDC, MIDC Mirjole-Industrial Area, , Ratnagiri, Taluka:Ratnagiri, District: RATNAGIRI, State: Maharashtra, Pin : 415639	MPCB	September 30, 2033
19			COCO - LNG PLANT C40 LOTTE Plot No, C-40, LOTTE MIDC, LOTTE PARSHURAM, Khed, Taluka: Khed, District: RATNAGIRI, State:Maharashtra, PIN: 415722	MPCB	October 31, 2027
20	Part occupancy certificate	Occupancy certificate issued after completion of construction on part of the land	COCO - CITY GATE STATION DIGANI KURAN Plot No, 40/16, Village Dingni Kuran, Sangmeshwar, Ratnagiri, Village Dingani Kuran, Sangameshwar, Taluka: Sangameshwar, District: RATNAGIRI, State: Maharashtra, Pin : 415611	Government of Maharashtra, Revenue and Forest Department – Office of Collector Ratnagiri	NA
21	Building Construction Permission	Permission to construct	COCO - CITY GATE STATION DIGANI KURAN Plot No, 40/16, Village Dingni Kuran, Sangmeshwar, Ratnagiri, Village Dingani Kuran, Sangameshwar, Taluka:	Government of Maharashtra, Revenue and Forest Department –	NA



			Sangameshwar, District: RATNAGIRI, State: Maharashtra, Pin : 415611	Office Collector Ratnagiri	
22			COCO - MSRTC CHIPLUN Survey No, 133/3, 133/6, MSRTC Shivaji Nagar Depot., NH-66, Parshuram Nagar, Shivaji Nagar, Chiplun, Chiplun, Chiplun, Taluka: Chiplun, District:RATNAGIRI, State: Maharashtra, Pin : 415605.	Chiplun Municipal Council	
23	Building plan approval	Approval for the structure and construction plan.	COCO - CNG STATION Plot No, A3, A3-1, Mirjole MIDC, MIDC Mirjole-Industrial Area, , Ratnagiri, Taluka:Ratnagiri, District: RATNAGIRI,State: Maharashtra, Pin : 415639	MIDC	NA
24			COCO - LNG PLANT C40 LOTTE Plot No, C-40, LOTTE MIDC, LOTTE PARSHURAM, Khed, Taluka: Khed, District: RATNAGIRI, State:Maharashtra, PIN: 415722	MIDC	
25	No Objection Certificate from Indian Coast Guard	No objection to the construction of an industrial building	COCO - CNG STATION Plot No, A3, A3-1, Mirjole MIDC, MIDC Mirjole-Industrial Area,,Ratnagiri,Taluka:Ratnagiri, District: RATNAGIRI,State: Maharashtra, Pin : 415639	The director general, Indian Coast Guard	NA
26	Occupancy Certificate	Certificate to occupy after completion of the construction	COCO - CNG STATION Plot No, A3, A3-1, Mirjole MIDC, MIDC Mirjole-Industrial Area, , Ratnagiri, Taluka:Ratnagiri, District: RATNAGIRI,State: Maharashtra, Pin : 415639	MIDC	NA



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27			COCO - MSRTC CHIPLUN- Survey No, 133/3, 133/6, MSRTC Shivaji Nagar Depot., NH-66, Parshuram Nagar, Shivaji Nagar, Chiplun, Chiplun, Chiplun, Taluka: Chiplun, District:RATNAGIRI, State: Maharashtra, Pin : 415605.	Chiplun Municipal Council	NA
28			COCO - LNG PLANT C40 LOTTE Plot No, C-40, LOTTE MIDC, LOTTE PARSHURAM, Khed, Taluka: Khed, District: RATNAGIRI, State:Maharashtra, PIN: 415722	MIDC	NA
29	Certificate of Verification as required under Maharashtra Legal Metrology (Enforcement) Rules, 2011.	Certificate of verification for fuel dispensers	COCO - CITY GATE STATION DIGANI KURAN Plot No, 40/16, Village Dingni Kuran, Sangmeshwar, Ratnagiri, Village Dingani Kuran,Sangameshwar, Taluka: Sangameshwar, District: RATNAGIRI, State: Maharashtra, Pin : 415611	Government of Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology Organisation - Inspector of Legal Metrology, Sangameshwar	February 28, 2025
30			COCO - CNG STATION Plot No, A3, A3-1, Mirjole MIDC, MIDC Mirjole-Industrial Area, , Ratnagiri, Taluka:Ratnagiri, District: RATNAGIRI,State: Maharashtra, Pin : 415639	Government of Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology Organisation - Inspector of Legal Metrology, Mirjole	March 20, 2025 (Next verification due on July 15, 2025)



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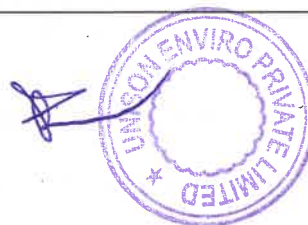
31			COCO - LNG PLANT C40 LOTTE Plot No, C-40, LOTTE MIDC, LOTTE PARSHURAM, Khed, Taluka: Khed, District: RATNAGIRI, State:Maharashtra, PIN: 415722	Government of Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology Organisation - Inspector of Legal Metrology, Chiplun-2	July 24, 2025
32			COCO - MSRTC CHIPLUN- Survey No, 133/3, 133/6, MSRTC Shivaji Nagar Depot., NH-66, Parshuram Nagar, Shivaji Nagar, Chiplun, Chiplun, Chiplun, Taluka: Chiplun, District:RATNAGIRI, State: Maharashtra, Pin : 415605.	Government of Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology Organisation - Inspector of Legal Metrology, Chiplun-1	Augus 22, 2025
33			COCO - MAL NAKA CNG STATION Survey No,372/A1A1A1/1A1/1B/1/2/2/B, Under Municipal Cop. Malnaka,Near Ratnagiri MSRTC Depot, Zhadgaon, Ratnagiri,Taluka: Ratnagiri,District: RATNAGIRI,State: Maharashtra, Pin : 415639	Government of Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology Organisation - Inspector of Legal Metrology, Chiplun-1	March 19, 2025



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34			DODO - CNG STATION: SHREE DATTA KHED Survey No, 23/1, Village. Walanjwadi, Taluka-Khed, Walanjwadi, Khed, Taluka: Khed, District: RATNAGIRI, State: Maharashtra, Pin : 415640.	Government of Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology Organisation - Inspector of Legal Metrology, Khed	January 28, 2025
35			DODO - CNG STATION: MAMTA FUEL STATION Gut No, 371, Mumai Goa Highway, Village Valop,, Valope, Chiplun, Taluka: Chiplun, District: RATNAGIRI, State: Maharashtra, Pin : 415605	Government of Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology Organisation - Inspector of Legal Metrology, Mamta	December 29, 2024
36			DODO - CNG STATION- RELIABLE FUEL STATION- Survey No, 24/1, Plot No.-16, Kodavali, NH-66, Mumbai-Goa Highway; Kodavali, Rajapur, Taluka:Rajapur, District: RATNAGIRI, State: Maharashtra, Pin : 416702	Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology Organisation - Inspector of Legal Metrology, Chiplun-1	February 4, 2025



37			DODO - CNG STATION - KRUPA SINDU KRUPA SINDHU CNG FILLING STATION SR.NO 149/2 ,MOUJE ORI, CHAFE GANPATIPULE ROAD , TALUKA & DISTRICT - RATNAGIRI ,415620.	Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology Organisation - Inspector of Legal Metrology, Krupa Sindu	September 31 th , 2025
38	Factory License	License for the operation of manufacturing units to ensure compliance with safety, health, and environmental regulations.	COCO - CITY GATE STATION DIGANI KURAN Plot No, 40/16, Village Dingni Kuran, Sangmeshwar, Ratnagiri, Village Dingani Kuran,Sangameshwar, Taluka: Sangameshwar, District: RATNAGIRI, State: Maharashtra, Pin : 415611	Government of Maharashtra, Directorate of Industrial Safety and Health	December 31, 2025
39			COCO - CNG STATION: MIDC MIRJOLE A3 Plot No, A3, A3-1, Mirjole MIDC, MIDC Mirjole-Industrial Area, , Ratnagiri, Taluka:Ratnagiri, District: RATNAGIRI,State: Maharashtra, Pin : 415639	Government of Maharashtra, Directorate of Industrial Safety and Health	December 31, 2025
40			COCO - LNG PLANT C40 LOTTE Plot No, C-40, LOTTE MIDC, LOTTE PARSHURAM, Khed, Taluka: Khed, District: RATNAGIRI, State:Maharashtra, PIN: 415722	Government of Maharashtra, Directorate of Industrial Safety and Health	December 31, 2025
41			COCO - CNG STATION: MSRTC MAL NAKA SurveyNo :372/A1A1A1/1A1/1B/1/2/2/B, Under Municipal Cop. Malnaka,Near Ratnagiri MSRTC Depot, Zhadgaon,	Government of Maharashtra, Directorate of Industrial Safety and Health	December 31, 2025



			Ratnagiri, Taluka: Ratnagiri, District: RATNAGIRI, State: Maharashtra, Pin : 415639		
42			COCO - CNG STATION: MSRTC CHIPLUN Survey No, 133/3, 133/6, MSRTC Shivaji Nagar Depot., NH-66, Parshuram Nagar, Shivaji Nagar, Chiplun, Chiplun, Chiplun, Taluka: Chiplun, District: RATNAGIRI, State: Maharashtra, Pin : 415605	Government of Maharashtra, Directorate of Industrial Safety and Health	December 31, 2025
43	Fire NOC (provisional fire NOC is only a pre-requisite to the final Fire NoC and is of no validity once the final fire noc is obtained)	License indicating that establishment meets essential fire safety requirements.	COCO - CITY GATE STATION DIGANI KURAN Plot No, 40/16, Village Dingni Kuran, Sangmeshwar, Ratnagiri, Village Dingani Kuran, Sangameshwar, Taluka: Sangameshwar, District: RATNAGIRI, State: Maharashtra, Pin : 415611	Government of Maharashtra, Directorate of Maharashtra Fire Services	Perpetual. Duty of occupier/owner of the premises/building to receive certificate regarding maintenance of fire prevention and life safety measures in Form 'B', as per Rule 4(2) of MF Rules.
44			COCO - CNG STATION : A3, MIDC MIRJOLE Plot No, A3, A3-1, Mirjole MIDC, MIDC Mirjole-Industrial Area, , Ratnagiri, Taluka: Ratnagiri, District: RATNAGIRI, State: Maharashtra, Pin : 415639	Maharashtra Industrial Development Corporation	
45			COCO - LNG PLANT C40 LOTTE Plot No, C-40, LOTTE MIDC, LOTTE PARSHURAM, Khed, Taluka: Khed, District: RATNAGIRI, State: Maharashtra, PIN: 415722	Maharashtra Industrial Development Corporation	
46			COCO - CNG STATION: MSRTC CHIPLUN Survey No, 133/3, 133/6, MSRTC Shivaji Nagar Depot., NH-66, Parshuram Nagar, Shivaji Nagar, Chiplun, Chiplun, Chiplun, Taluka: Chiplun, District: RATNAGIRI, State: Maharashtra, Pin : 415605	Chiplun Municipal Council	



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Latur & Osmanabad GA

SN	License/ Approval	Nature of License/Approval	Property	Authority	Validity
1	License in Form G (The prior approval and the no-objection certificate from the district magistrate are only pre-requisites to this license and are not valid once the license is obtained.)	License to dispense compressed natural gas in CNG dispensing station as automotive fuel.	COCO - CITY GATE STATION Chincholi Kajale Gat No.142 (Part), Near Toll Plaza, NH-361, Tuljapur -Ausa Highway, Village - Chincholi Kajale, Taluka - Ausa, District - Latur, Pin-413520	Petroleum & Explosives Safety Organisation – Deputy controller of explosives for Jt. Chief controller of explosives, Navi Mumbai	September 30, 2025
2			COCO - CNG STATION: Khadgaon Gut No.83/3/C, Plot No.1, Ausa-Barshi Ring Road NH-548-B, Village - Khadgaon, Taluka & District - Latur, Pin-413512	Petroleum & Explosives Safety Organisation – Deputy controller of explosives for Jt. Chief controller of explosives, Navi Mumbai	September 30, 2026
3			DODO - CNG STATION: Snehshree Enterprise, Plot No. X-9, MIDC Ausa Industrial Area, MIDC Road, Ausa, Taluka - Ausa, District - Latur, Pin-413520	Petroleum & Explosives Safety Organisation – controller of explosives for Jt. Chief controller of explosives, Navi Mumbai, Mumbai	September 30, 2026



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4			DODO - CNG STATION: S M Bidve Enterprises, Wasangaon Plot No. 4 & 5, Gat No. 14, Wasangaon, NH-361, Latur-Ausa Road, District - Latur, Pin-413512	Petroleum & Explosives Safety Organisation – Deputy controller of explosives for Jt. Chief controller of explosives, Navi Mumbai	September 30, 2026
5			DODO - CNG STATION: S G Gas Nilanga Survey No. 51/52 (Part), Nilanga-Aurad Highway, State Highway No. 165, Village - Nilanga, Taluka - Nilanga, District - Latur, Pin-413521	Petroleum & Explosives Safety Organisation –Jt. Chief controller of explosives, Navi Mumbai, Mumbai	September 30, 2028
6			DODO - CNG STATION: Balaji Taty CNG Gas Pump, Omerga Survey No. 340 (Part), Hyderabad-Mumbai Highway (NH-65), Omerga City Bypass Road, Village-Omerga, Taluka - Omerga, Osmanabad-413606	Petroleum & Explosives Safety Organisation –Jt. Chief controller of explosives, West circle, Mumbai	September 30, 2028
7			DODO - CNG STATION: Om Sai Enterprises Udgir	Petroleum & Explosives Safety Organisation –Jt. Chief controller of explosives, Navi Mumbai, Mumbai	September 30, 2027



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			Survey No. 67/2, Udgir to Latur Road, SH-168, Village - Malkapur, Taluka - Udgir, District - Latur, Pin-413517		
8			DODO - CNG STATION: A V Enterprises Renapur Renapur Gut No, 834 (Part), LATUR- AMBEJOGAI ROAD (NH-548 B), RENAPUR, Renapur, Taluka: Renapur, District: LATUR, State: Maharashtra, Pin: 413527	Petroleum & Explosives Safety Organisation –Jt. Chief controller of explosives, West circle, Mumbai	September 30, 2028
9	License in Form E and F	License for storage and filling of gas cylinders in cases of Compressed Gases.	COCO - CNG STATION: Khadgaon Gut No.83/3/C, Plot No.1, Ausa-Barshi Ring Road NH-548-B, Village - Khadgaon, Taluka & District - Latur, Pin- 413512	Petroleum & Explosives Safety Organisation – Deputy chief controller of explosives for Chief controller of explosives, Nagpur	September 30, 2025
10			DODO - CNG STATION: S M Bidve Wasangaon Plot No. 4 & 5, Gat No. 14, Wasangaon, NH-361, Latur-Ausa Road, District - Latur, Pin-413512	Petroleum & Explosives Safety Organisation – Deputy chief controller of explosives for Chief controller of explosives, Nagpur	September 30, 2026



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11	Consent to Establish	Required to be obtained before establishing any Industry, Plant, or Process	COCO - CITY GATE STATION Chincholi Kajale Gat No.142 (Part), Near Toll Plaza, NH-361, Tuljapur -Ausa Highway, Village - Chincholi Kajale, Taluka - AUSA,	MPCB	September 23, 2024
12	Consent to Operate	Required to operate an industry	COCO - CITY GATE STATION Chincholi Kajale Gat No.142 (Part), Near Toll Plaza, NH-361, Tuljapur -Ausa Highway, Village - Chincholi Kajale, Taluka - AUSA,	MPCB	November 30, 2025
13	Building Construction Permission	Permission to construct	COCO - CITY GATE STATION Chincholi Kajale Gat No.142 (Part), Near Toll Plaza, NH-361, Tuljapur -Ausa Highway, Village - Chincholi Kajale, Taluka - AUSA,	Office of Tehasildar and Taluka Magistrate, AUSA	NA
14			COCO - CITY GATE STATION Chincholi Kajale Gat No.142 (Part), Near Toll Plaza, NH-361, Tuljapur -Ausa Highway, Village - Chincholi Kajale, Taluka - AUSA,	Latur Municipal Corporation	NA



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15	Occupancy Certificate	Certificate to occupy after completion of the construction	COCO - CITY GATE STATION Chincholi Kajale Gat No.142 (Part), Near Toll Plaza, NH-361, Tuljapur -Ausa Highway, Village - Chincholi Kajale, Taluka - Ausa,	Office of Tehasildar and Taluka Magistrate, Ausa	NA
16			COCO - CNG STATION: Khadgaon Gut No.83/3/C, Plot No.1, Ausa-Barshi Ring Road NH-548-B, Village - Khadgaon, Taluka & District - Latur, Pin-413512	Latur Municipal Corporation	
17	Certificate of Verification	Certificate of verification for fuel dispensers	COCO - CITY GATE STATION Chincholi Kajale Gat No.142 (Part), Near Toll Plaza, NH-361, Tuljapur -Ausa Highway, Village - Chincholi Kajale, Taluka - Ausa,	Government of Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology Organisation - Inspector of Legal Metrology, Ausa Division	2 (two) sperate certificates. Both expiring on November 2, 2024
18			COCO - CNG STATION: Khadgaon Gut No.83/3/C, Plot No.1, Ausa-Barshi Ring Road NH-548-B, Village - Khadgaon, Taluka &	Government of Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology Organisation - Inspector of Legal Metrology, Latur-1 Division	2 (two) sperate certificates. Both expiring on December 7, 2024



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			District - Latur, Pin-413512		
19			DODO - CNG STATION: Snehshree Enterprise, Plot No. X-9, MIDC AUSA Industrial Area, MIDC Road, AUSA, Taluka - AUSA, District - Latur, Pin-413520	Government of Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology Organisation - Inspector of Legal Metrology, AUSA Division	April 17, 2025
20			DODO - CNG STATION: S M Bidve Enterprises, Wasangaon Plot No. 4 & 5, Gat No. 14, Wasangaon, NH-361, Latur-AUSA Road, District - Latur, Pin-413512	Government of Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology Organisation - Inspector of Legal Metrology, Latur-1 Division	April 25, 2025
21			DODO - CNG STATION: S G Gas Nilanga Survey No. 51/52 (Part), Nilanga-Aurad Highway, State Highway No. 165, Village - Nilanga, Taluka - Nilanga, District - Latur, Pin-413521	Government of Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology Organisation - Inspector of Legal Metrology, AUSA Division	February 9, 2025
22			DODO - CNG STATION: Balaji	Government of Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology	May 25, 2025



			Tatya CNG Gas Pump, Omerga Survey No. 340 (Part), Hyderabad-Mumbai Highway (NH-65), Omerga City Bypass Road, Village-Omerga, Taluka - Omerga, Osmanabad-413606	Organisation - Inspector of Legal Metrology, Tuljapur Division	
23			DODO - CNG STATION: Om Sai Enterprises Udgir Survey No. 67/2, Udgir to Latur Road, SH-168, Village - Malkapur, Taluka - Udgir, District - Latur, Pin-413517	Government of Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology Organisation - Inspector of Legal Metrology, Udgir Division	1. October 9, 2025 2. October 8, 2025
24			DODO - CNG STATION: A V Enterprises Renapur Renapur Gut No, 834 (Part), LATUR-AMBEJOGAI ROAD (NH-548 B), RENAPUR, Renapur, Taluka: Renapur, District: LATUR, State: Maharashtra, Pin: 413527	Government of Maharashtra Food, Civil Supply and Consumer Protection Department Legal Metrology Organisation - Inspector of Legal Metrology, Latur-2 Division	June 18, 2025
25	Factory License	License for the operation of manufacturing units to ensure compliance with safety, health, and environmental regulations.	COCO - CITY GATE STATION Chincholi Kajale Gat No.142 (Part), Near Toll Plaza, NH-	Government of Maharashtra, Directorate of Industrial Safety and Health	December 31, 2029



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			361, Tuljapur -Ausa Highway, Village - Chincholi Kajale, Taluka - AUSA,		
26			COCO - CNG STATION: Khadgaon Gut No.83/3/C, Plot No.1, AUSA-Barshi Ring Road NH-548-B, Village - Khadgaon, Taluka & District - Latur, Pin-413512	Government of Maharashtra, Directorate of Industrial Safety and Health	December 31, 2032
27	Fire NOC	License indicating that establishment meets essential fire safety requirements.	COCO - CITY GATE STATION: Chincholi Kajale Gat No.142 (Part), Near Toll Plaza, NH-361, Tuljapur -Ausa Highway, Village - Chincholi Kajale, Taluka - AUSA,	Government of Maharashtra, Directorate of Maharashtra Fire Services	Perpetual.
28			COCO - CNG STATION: Khadgaon Gut No.83/3/C, Plot No.1, AUSA-Barshi Ring Road NH-548-B, Village - Khadgaon, Taluka & District - Latur, Pin-413512		Duty of occupier/owner of the premises/building to receive certificate regarding maintenance of fire prevention and life safety measures in Form 'B', as per Rule 4(2) of MF Rules.



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Chitradurga & Davanagere GA

SN	License/ Approval	Nature of License/Approval	Property	Authority	Validity
1	License in Form G (The prior approval and the no-objection certificate from the district magistrate are only pre-requisites to this license and are not valid once the license is obtained.)	License to dispense compressed natural gas in CNG dispensing station as automotive fuel.	City Gate Station cum Online Mother Station- Halli 92/7B1, NH 13, GR Halli, Chitradurga Taluk & District: CHITRADURGA, Karnataka- 577502	Petroleum & Explosives Safety Organisation – Deputy controller of explosives for Jt. Chief controller of explosives, Chennai	September 30, 2025
2			Saanvith CNG Station (DODO) Survey No, 48, Jatlahalli Village, Bharamsagar Hobli, Taluka & District: CHITRADURGA, Karnataka-577519		September 30, 2027
3	Factory License	License for the operation of manufacturing units to ensure compliance with safety, health, and environmental regulations	City Gate Station cum Online Mother Station- Halli 92/7B1, NH 13, GR Halli, Chitradurga Taluk & District: CHITRADURGA, Karnataka- 577502	Department of Factories, Boilers, Industrial Safety & Health of the Government of Karnataka	December 31, 2024



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4	Fire NOC	License indicating that establishment meets essential fire safety requirements.	City Gate Station cum Online Mother Station-Halli 92/7B1, NH 13, GR Halli, Chitradurga Taluk & District: CHITRADURGA Karnataka- 577502	Karnataka Fire and Emergency Services Department – Chief Fire Officer	August 2, 2025
5			Saanvith CNG Station (DODO) Survey No, 48, Jatlahalli Village, Bharamsagar Hobli, Taluka & District: CHITRADURGA Karnataka-577519		Perpetual
6	Certificate of Verification	Certificate of verification for fuel dispensers	City Gate Station cum Online Mother Station-Halli 92/7B1, NH 13, GR Halli, Chitradurga Taluk & District: CHITRADURGA	Government of Karnataka – Department of Legal Metrology – Assistant controller of legal metrology, Chitradurga	February 13, 2025
7			Saanvith CNG Station (DODO) Survey No, 48, Jatlahalli Village, Bharamsagar Hobli, Taluka & District: CHITRADURGA Karnataka-577519		February 11, 2025



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8	Trade License	Municipality approval for establishment As per Government of Karnataka - KMF No 31 {Rule 61 (1)} - Corporation Business License, Chitradurga	Decompressor Skid Chitradurga Property (Bheema Samudra Road)	Municipal Corporation of Chitradurga	March 31, 2025
9	Trade License	Municipality approval for establishment As per Government of Karnataka - KMF No 31 {Rule 61 (1)} - Corporation Business License, Chitradurga	Decompressor Skid Davangere Property (Shamanur Road)	Municipal Corporation of Davanagere	March 31, 2025
10	License in Form E and F	License to store compressed natural gas in CNG cascade.	DCS Chitradurga Property (Bheemasamudra Road)	Petroleum & Explosives Safety Organisation - Deputy chief controller of explosives for Chief controller of explosives, Mangalore.	September 30, 2025
11			DCS Davangere Property (Shamanur Road)	Petroleum & Explosives Safety Organisation - Deputy chief controller of explosives for Chief controller of explosives, Nagpur	September 30, 2026



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