

NOC Consent for proposed public issue of equity shares

Date: 05/05/2025

To,

AMIR CHAND JAGDISH KUMAR EXPORTS LIMITED

Dear Sir/Madam,

Req: Consent for proposed public issue of equity shares by AMIR CHAND JAGDISH KUMAR EXPORTS LIMITED

Dear Sir:

We understand that the Company is proposing to raise funds through an initial public offering of its equity shares (the "IPO") and proposes to list its shares on certain recognized stock exchanges in India.

We have granted credit facilities by way of Term Loan A/C No AUR079209909785 to an extent of RS.1,64,22,500 to the Company and the Company has executed various loan and security documents with us, as amended from time to time with respect to the Loan ("Agreements").

Pursuant to the above, we have no objection to the IPO, change in the memorandum and articles of association, financial ratios, capital structure or management of the Company, pursuant to the proposed IPO issue and to our name being inserted as lender to the Company in the Draft Red Herring Prospectus to be filed with SEBI and stock exchanges, the Red Herring Prospectus to be filed with the Registrar of Companies and the Prospectus, which the Company intends to issue in respect of the proposed IPO.

However, please send amended shareholding pattern and Memorandum and Article of the Company soon after the completion of the IPO.

Notwithstanding anything stated herein, it is to be distinctly understood that grant of the consent and/ or statements made herein should not in any way be deemed or construed that the proposed IPO has been cleared or approved by AXIS Bank. AXIS Bank does take any responsibility either for the financial soundness of any scheme or the project for which the Issue is proposed to be made or for the correctness of statements made or opinions expressed in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus to be filed/ to be filed with the Securities and Exchange Board of India, Registrar of Companies and Stock Exchange as applicable. It shall be the responsibility of the Company to convey this to its investors/ regulatory bodies, as applicable.

The consent given herein is subject to the Company obtaining similar consents from other lenders of the Company

Our consent and approval given hereunder is pursuant to all covenants and conditions that are stipulated in any loan agreements, sanction letters, hypothecation agreements and / or mortgage deeds, as the case may be, that the Company has entered into with us.


Yours faithfully,
For AXIS Bank Ltd
Authorized Signatory





नई दिल्ली वृहत कॉर्पोरेट शाखा : पी. टी. आई बिल्डिंग, 4 संसद मार्ग, नई दिल्ली-110 001

New Delhi Large Corporate Branch, PTI Building, 4 Parliament Street, New Delhi-110 001

Tel. : 011-23765126, 23765127, 23461400 | E-mail : LargeCorporateBr.NewDelhi@bankofindia.co.in
CONSENT TO ACT AS BANKER TO THE COMPANY

Ref:- NDLCB:2024-25/121

Date: 02.06.2025

To,
The Board of Directors
Amir Chand Jagdish Kumar (Exports) Ltd.
2735, Shop No. 9,
Mohan Lal Palace, Naya Bazar,
Delhi – 110 006, India.

Dear Sirs,

Sub: Proposed public issue of equity shares with a face value of ₹ 10 each (the “Issue”) by Amir Chand Jagdish Kumar (Exports) Limited (“the Company”)

We the undersigned do hereby give our consent to act as Banker to the Company for the proposed Issue and our name being included as “**Banker to the Company**” in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus (“**Issue Documents**”) to be filed by the Company with the Securities and Exchange Board of India (“**SEBI**”), the stock exchanges where the Equity Shares of the Company are proposed to be listed (the “**Stock Exchanges**”) and the Registrar of Companies, Delhi and Haryana at New Delhi (“**RoC**”) or any other document to be issued or filed in relation to the Issue. The following information in relation to us may be disclosed:

Name: Bank of India
Address: New Delhi Large Corporate Branch, PTI Building,
4, Parliament Street.
New Delhi -110001
Contact person: Deputy General Manager
Telephone number: 011-23461404/23765128
E-mail ID: largecorporatebr.newdelhi@bankofindia.co.in
Website: http://bankofindia.co.in
CIN: U99999MH1906PLC000243

We agree to keep the information regarding the Issue strictly confidential.

We confirm that we will immediately inform the Company and the Book Running Lead Managers to the Issue appointed as such for the purpose of the Issue of any changes to the information stated in this letter till the date when the Equity Shares receive final listing and trading approval from the Stock Exchanges and commence trading on the Stock Exchanges. In the absence of any such communication, the information stated in this letter should be taken as updated information until the date of commencement of listing and trading of the Equity Shares issued pursuant to the Issue in the Stock Exchanges.

We confirm that the information and confirmations set out in this consent letter is true, fair, correct and adequate.



प्रधान कार्यालय : स्टार हाउस, सी-5, “जी” ब्लॉक, बांद्रा कुर्ला संकुल, बांद्रा (पूर्व), मुम्बई-400 051
Head Office : Star House, C-5, “G” Block, Bandra Kurla Complex, Bandra (East), Mumbai-400 051

We also consent to the extracts of this certificate being used for disclosure in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus to be issued by the Company in relation to the Issue and other Issue related materials. This certificate may be produced in any actual or potential proceeding or actual or potential dispute relating to or connected with the Issue or otherwise in connection with the Issue.

We hereby authorise you to deliver this consent letter to SEBI, Stock Exchanges, the ROC and any other regulatory or statutory authorities as may be required. The contents of this letter and this consent letter may be disclosed in any document relating to the proposed Issue including the Issue Documents, as may be required or considered appropriate in accordance with applicable laws and may be relied upon by the Company, book running lead managers to the Issue and the legal advisors appointed by the Company and the Book Running Lead Managers, in relation to the Issue (in part or full) . Further, we hereby consent to this letter being disclosed by the BRLMs and the Company, if required (i) by reason of any law, regulation or order of a court or by any governmental or competent regulatory authority, or (ii) in seeking to establish a defence in connection with, or to avoid, any actual, potential or threatened legal, arbitral or regulatory proceeding or investigation. This consent letter does not impose any obligation on the Company to include in any Issue Documents all or any part of the information with respect to which consent for disclosure is being granted pursuant to this consent/letter.

We consent to the inclusion of this letter as a part of "Material Contracts and Documents for Inspection" in connection with this Issue, which will be available for public for inspection including on the website of the Company from date of the filing of the RHP until the Bid/Issue Closing Date.

All capitalized terms not defined herein would have the same meaning as attributed to it in Issue Documents of the Company.

Thanking you,

Yours faithfully,

For Bank of India
कृते बैंक ऑफ इंडिया / For BANK OF INDIA

सहायक महाप्रबन्धक / Asstt. General Manager

(Name of Signatory) नई दिल्ली ग्रेट कॉर्पोरेट बिल्डिंग
New Delhi Large Corporate Bldg

Cc to:

Emkay Global Financial Services Limited
7th Floor, The Ruby, Senapati Bapat Marg,
Dadar (West), Mumbai – 400 028,
Maharashtra, India.

Keynote Financial Services Limited
9th Floor, The Ruby, Senapati Bapat Marg
Dadar (West), Mumbai – 400 028,
Maharashtra, India.

(Emkay Global Financial Services Limited and Keynote Financial Services Limited together referred as "Book Running Lead Managers" or "BRLMs")

Legal counsel to the Company
M/s. Crawford Bayley & Co.
State Bank Buildings
N.G. N. Vaidya Marg
Fort, Mumbai 400 023
Maharashtra, India

  Indian Bank इलाहाबाद ALLAHABAD	MCB Ludhiana (03278) 165 Industrial Area-A Near Cheema Chowk Ludhiana-141003 E-mail: mcbludhiana@indianbank.co.in Telephone No.: 161-2223320 वेबसाइट Website: www.indianbank.in
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BR/MCB/LDH/2025-26/56

DATE: 28.05.2025

The Board of Directors

Amir Chand Jagdish Kumar (Exports) Ltd.
 2735, Shop No. 9,
 Mohan Lal Palace, Naya Bazar,
 Delhi – 110 006, India.

Dear Sirs,

CONSENT TO ACT AS BANKER TO THE COMPANY

Sub: Proposed public issue of equity shares with a face value of ₹ 10 each (the "Issue") by Amir Chand Jagdish Kumar (Exports) Limited ("the Company")

We the undersigned do hereby give our consent to act as Banker to the Company for the proposed Issue and our name being included as "Banker to the Company" in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus ("Issue Documents") to be filed by the Company with the Securities and Exchange Board of India ("SEBI"), the stock exchanges where the Equity Shares of the Company are proposed to be listed (the "Stock Exchanges") and the Registrar of Companies, Delhi and Haryana at New Delhi ("RoC") or any other document to be issued or filed in relation to the Issue. The following information in relation to us may be disclosed:

Name: INDIAN BANK

Address: Mid Corporate Branch, 165- Industrial Area A, Cheema Chowk Ludhiana

Contact person: Chief Manger

Telephone number: 9051555521

E-mail ID: mcbludhiana@indianbank.co.in

Website: <https://www.indianbank.in/>

We agree to keep the information regarding the Issue strictly confidential.

We confirm that we will immediately inform the Company and the Book Running Lead Managers to the Issue appointed as such for the purpose of the Issue of any changes to the information stated in this letter till the date when the Equity Shares receive final listing and trading approval from the Stock Exchanges and commence trading on the Stock Exchanges. In the absence of any such communication, the information stated in this letter should be taken as updated information until the date of commencement of listing and trading of the Equity Shares issued pursuant to the Issue in the Stock Exchanges.

We confirm that the information and confirmations set out in this consent letter is true, fair, correct and adequate.

We also consent to the extracts of this certificate being used for disclosure in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus to be issued by the Company in relation to the Issue and other Issue related materials. This certificate may be produced in any actual or potential proceeding or actual or potential dispute relating to or connected with the Issue or otherwise in connection with the Issue.



 इंडियन बैंक Indian Bank इलाहाबाद ALLAHABAD	MCB Ludhiana (03278) 165 Industrial Area-A Near Cheema Chowk Ludhiana-141003 E-mail: mcbludhiana@indianbank.co.in Telephone No.: 161-2223320 वेबसाइट Website: www.indianbank.in
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We hereby authorise you to deliver this consent letter to SEBI, Stock Exchanges, the ROC and any other regulatory or statutory authorities as may be required. The contents of this letter and this consent letter may be disclosed in any document relating to the proposed Issue including the Issue Documents, as may be required or considered appropriate in accordance with applicable laws and may be relied upon by the Company, book running lead managers to the Issue and the legal advisors appointed by the Company and the Book Running Lead Managers, in relation to the Issue (in part or full) . Further, we hereby consent to this letter being disclosed by the BRLMs and the Company, if required (i) by reason of any law, regulation or order of a court or by any governmental or competent regulatory authority, or (ii) in seeking to establish a defence in connection with, or to avoid, any actual, potential or threatened legal, arbitral or regulatory proceeding or investigation. This consent letter does not impose any obligation on the Company to include in any Issue Documents all or any part of the information with respect to which consent for disclosure is being granted pursuant to this consent/letter.

We consent to the inclusion of this letter as a part of “Material Contracts and Documents for Inspection” in connection with this Issue, which will be available for public for inspection including on the website of the Company from date of the filing of the RHP until the Bid/Issue Closing Date.

All capitalized terms not defined herein would have the same meaning as attributed to it in Issue Documents of the Company.

Thanking you,

Yours faithfully,
For Indian Bank

Chief Manager
(Vineet Awasthi)
Cc to:



Emkay Global Financial Services Limited
7th Floor, The Ruby, Senapati Bapat Marg,
Dadar (West), Mumbai – 400 028,
Maharashtra, India.

Keynote Financial Services Limited
9th Floor, The Ruby, Senapati Bapat Marg
Dadar (West), Mumbai – 400 028,
Maharashtra, India.

(Emkay Global Financial Services Limited and Keynote Financial Services Limited together referred as “Book Running Lead Managers” or “BRLMs”)

Legal counsel to the Company
M/s. Crawford Bayley & Co.
State Bank Buildings
N.G. N. Vaidya Marg
Fort, Mumbai 400 023
Maharashtra, India

CONSENT TO ACT AS BANKER TO THE COMPANY

To,
The Board of Directors
Amir Chand Jagdish Kumar (Exports) Ltd.
2735, Shop No. 9,
Mohan Lal Palace, Naya Bazar,
Delhi - 110 006, India.

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Name: Union Bank of India
Address: 26/28-D, Connaught Place, New Delhi -110001
Contact person: Assistant General Manager
Telephone number: 9540963374
E-mail ID: ubin0549797@unionbankofindia.bank
Website: <https://www.unionbankonline.co.in/>
CIN: U99999MH1919PTC000615

We agree to keep the information regarding the Issue strictly confidential.

We confirm that we will immediately inform the Company and the Book Running Lead Managers to the Issue appointed as such for the purpose of the Issue of any changes to the information stated in this letter till the date when the Equity Shares receive final listing and trading approval from the Stock Exchanges and commence trading on the Stock Exchanges. In the absence of any such communication, the information stated in this letter should be taken as updated information until the date of commencement of listing and trading of the Equity Shares issued pursuant to the Issue in the Stock Exchanges.

We confirm that the information and confirmations set out in this consent letter is true, fair, correct and adequate.

We also consent to the extracts of this certificate being used for disclosure in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus to be issued by the Company in relation to the Issue and other Issue related materials. This certificate may be produced in any actual or potential

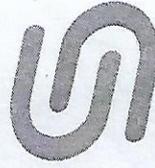
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ऑफ इंडिया



Union Bank
of India

भारत सरकार का उपक्रम

A Government of India Undertaking

MID CORPORATE BRANCH, DELHI (S)

proceeding or actual or potential dispute relating to or connected with the Issue or otherwise in connection with the Issue.

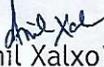
We hereby authorise you to deliver this consent letter to SEBI, Stock Exchanges, the ROC and any other regulatory or statutory authorities as may be required. The contents of this letter and this consent letter may be disclosed in any document relating to the proposed Issue including the Issue Documents, as may be required or considered appropriate in accordance with applicable laws and may be relied upon by the Company, book running lead managers to the Issue and the legal advisors appointed by the Company and the Book Running Lead Managers, in relation to the Issue (in part or full). Further, we hereby consent to this letter being disclosed by the BRLMs and the Company, if required (i) by reason of any law, regulation or order of a court or by any governmental or competent regulatory authority, or (ii) in seeking to establish a defence in connection with, or to avoid, any actual, potential or threatened legal, arbitral or regulatory proceeding or investigation. This consent letter does not impose any obligation on the Company to include in any Issue Documents all or any part of the information with respect to which consent for disclosure is being granted pursuant to this consent/letter.

We consent to the inclusion of this letter as a part of "Material Contracts and Documents for Inspection" in connection with this Issue, which will be available for public for inspection including on the website of the Company from date of the filing of the RHP until the Bid/Issue Closing Date.

All capitalized terms not defined herein would have the same meaning as attributed to it in Issue Documents of the Company.

Thanking you,

Yours faithfully,
For Union Bank of India


(Anil Xalxo)
Assistant General Manager



Cc to:

Emkay Global Financial Services Limited
7th Floor, The Ruby, Senapati Bapat Marg,
Dadar (West), Mumbai - 400 028,
Maharashtra, India.

Keynote Financial Services Limited
9th Floor, The Ruby, Senapati Bapat Marg
Dadar (West), Mumbai - 400 028,
Maharashtra, India.

(Emkay Global Financial Services Limited and Keynote Financial Services Limited together referred as "Book Running Lead Managers" or "BRLMs")

Legal counsel to the Company
M/s. Crawford Bayley & Co.
State Bank Buildings
N.G. N. Vaidya Marg
Fort, Mumbai 400 023
Maharashtra, India

Ref : OR/BR903736/21/2025-26

Date : 11.06.2025

NO OBJECTION CERTIFICATE

To,
The Board of Directors
Amir Chand Jagdish Kumar (Exports) Limited
2735/9, Mohan Lal Palace,
Naya Bazar, Delhi - 110006

Dear Sir(s),

Sub: Proposed initial public offering of equity shares of face value of ₹ 10 each (the "Equity Shares") by Amir Chand Jagdish Kumar (Exports) Limited ("Company") (referred to as the "Issue")

We refer to the credit facilities currently availed by the Amir Chand Jagdish Kumar (Exports) Limited ("Company") from us ("Facilities") and the loan agreement, security documents and undertakings, as applicable, entered into between us and the Company for the Facilities ("Financing Agreement(s)"), details of which are identified in *Schedule A* enclosed herewith.

We hereby confirm that the Financing Agreements governs all loans and facilities currently sanctioned by us in favour of the Company and that all outstanding borrowings of the Company from us are governed thereby and there are no other sanctioned facilities or outstanding borrowings of the Company with us.

We also refer to your request letter 23.05.2025 in relation to the above-captioned subject matter ("Application") and the proposed plan for raising additional capital through Public Issue of equity shares in accordance with the applicable laws and regulations, including the rules and regulations of the Securities and Exchange Board of India (Issue of Capital Disclosure and Requirements) Regulations, 2018 ("SEBI ICDR Regulations"), the Companies Act, 2013 and rules made thereunder, as amended ("Issue").

We are aware that the proposed Issue would require the Company to undertake several steps including but not limited to changes in the capital structure, changes in the shareholding of the promoter and members of the promoter group of the Company post the Issue, in compliance with the applicable laws and regulations. We are also aware that some or all of the aforesaid steps and certain other steps required to be taken by the Company or disclosures required to be made by the Company in relation to the Issue in the draft red herring prospectus ("DRHP"), red herring prospectus ("RHP") and the prospectus ("Prospectus") (together, the "Issue Documents") in relation to its proposed Issue require our consent/prior written consent under various loan and other agreements entered into by the Company with us.

In view of the relationship between the Company and ourselves, we give our no objection with regard to their proposed Issue of equity shares, the listing of the Company's equity shares being issued in the proposed Issue and any steps that the Company may take in respect thereof including the steps enumerated in the preceding paragraph and for disclosures required to be made by the Company in relation to the Issue in the Issue Documents with regards to the Facilities, and this may be deemed as our consent under all the loan and other agreements entered into between us and the Company, to the extent that such consent is required under each of the said agreements.

In view of the relationship between the Company and ourselves, we hereby, give our no-objection to and convey our consent or waive the conditions and provide approval to the Company to proceed with and consummate the Issue, by taking necessary actions including but not limited to:

- listing of the shares of the Company on any of the stock exchanges and raise funds through capital markets;

Page 1 of 6

टेलीफोन 93262-03732, e-mail- ubin0903736@unionbankofindia.bank

" हिन्दी सरल है इसका प्रयोग करें "



BHIKAJI CAMA PLACE BRANCH, NEW DELHI

Flat no. 124-130, Ansal Chamber 1, 3 Bhikaji Cama Place, New Delhi - 110 066

- changing the capital structure and / or control or alteration of the shareholding pattern of the Company, including changes in the shareholding of the promoter of the Company below the thresholds prescribed under the Financing Agreements;
- changing the composition of its board of directors, including any reconstitution of the board of directors of the Company;
- identification / reclassification of promoters in terms of the Companies Act and the SEBI ICDR Regulations
- change in the remuneration provided to the directors of the Company;
- changing the management set-up or organization structure of the Company;
- modification of the memorandum of association and articles of association of the Company to *inter-alia* ensure compliance with the requirements of the stock exchanges and the Securities and Exchange Board of India, including any amendments to the rights that you may have under the memorandum of association and articles of association of the Company;
- repayment or prepayment of all or a portion of the loans availed by the Company or undertaking any future expansions or projects (utilizing the proceeds of the Issue);
- future working capital requirements of the Company or its Subsidiary or such other objects which the board of directors of the Company may deem necessary (utilizing the proceeds of the Issue);
- reducing or diluting or permitting sale, transfer or disposal of the shareholding of the promoter and/or promoter group in the Company;
- opening of new bank accounts in connection with the Issue (such as the escrow collection accounts, public offer account(s) and refund account(s)) and deposit of the proceeds of the Issue in such accounts including any current accounts, maintained with other banks, with respect to the Issue;
- lock-in of shareholding of the promoters and other shareholders in such accounts;
- appointment of various intermediaries including merchant bankers, syndicate members, registrars, monitoring agency, media agency, public offer banks, escrow bank, refund banks and sponsor banks, as may be required in relation to the Issue;
- use the proceeds of the Issue, at the sole discretion of the Company, in accordance with applicable law;
- undertaking any other activities as may be required in relation to the Issue.

(hereinafter referred to as "the Actions")

We hereby convey our consent, waive conditions, if any in the Facilities Agreements only with regards to Actions required to be completed mentioned above and no objection to the Company's carrying out other necessary acts and deeds, and executing all other documents, forms and instruments as may be required in connection with the proposed Issue and confirm that upon the Company undertaking any of the Actions, the same would not constitute an event of default under the Financing Agreements.

This consent may be deemed to be in full force until the date of the listing of the Equity Shares of the Company on any of the stock exchanges, pursuant to the Issue, unless cancelled by us in writing prior to such date. The contents of this certificate may be disclosed in any document relating to the Issue and/or to any regulatory authority, as may be required or appropriate in accordance with applicable law.

Further, with reference to the Loans, we confirm that:

1. there has been no rescheduling or restructuring of any loans or credit facilities and no event of default, cross-default delay, moratorium, rollover of any loans or credit facilities or trigger event has occurred under the Loan Documentation and we waive all rights that we may have in case of non-compliance by the Company under the Loan Documentation executed in relation to the loans or credit facilities availed by the Company from us;
2. the loans constitute all the outstanding borrowings and sanctioned facilities that the Company has currently availed from us and the Facilities Agreements governs all such credit Facilities;
3. there is no litigation, dispute, notice, show-cause by us against the Company or against any of the directors or promoter and/or promoter group of the Company in relation to any of the Company's borrowings and we have not threatened to commence any litigation, proceedings or disputes against the Company or any of its directors or promoters and/or promoter group.



BHIKAJI CAMA PLACE BRANCH, NEW DELHI

Flat no. 124-130, Ansal Chamber 1, 3 Bhikaji Cama Place, New Delhi - 110 066

4. we have not: (A) issued any notices of default (including cross-default) or sought any prepayments, accelerations in repayment or lump sum payments or amounts towards penalty or fines or withheld any disbursements or imposed penal interest in connection with any Loan Documentation; (B) or sought termination, suspension or cancellation of any loan or credit facilities availed by the Company, or (C) sought conversion of any borrowed amounts under the Loan Documentation into equity share capital of the Company, or (D) invoked any of our rights in relation to the security provided in relation to the borrowings till date or (E) exercised any step-in rights or overtaken management control;
5. the Company has complied with and, is not and, has not been in violation/breach of any of the terms, conditions, representations, warranties, undertakings and covenants in relation to borrowings availed by the Company from us, including any covenants or restrictions including maintenance of certain financial ratios imposed on the Company governing any borrowings taken from us, including but not limited to, the Loan Documentation;
6. we have not issued notices to the Company or any of its directors or promoters in connection with any Loan Documentation, or initiated attachment of the Company's or any of its directors' or promoters' properties in connection with any Loan Documentation and we have not issued a notice seeking enforcement of the guarantees provided in connection with the facilities availed by the Company as set out in Annexure II and the guarantors have not defaulted in their obligations in respect of such guarantees;
7. we have not declared the Company, its directors, promoters and/or promoter group as wilful defaulters;
8. the Company has not sought moratorium from us as permitted by the Reserve Bank of India in light of the COVID-19 pandemic; and
9. the Company, its promoters and its directors have not been declared as fraudulent borrowers by us in accordance with the terms of the 'Master Directions on Frauds - Classification and Reporting by commercial banks and select FIs' dated July 1, 2016, as updated, issued by Reserve Bank of India
10. we have not invoked any of our rights in relation to the security provided for the borrowings till date.

We hereby waive our rights under the Facilities Agreements that may be triggered as a result of any of the Actions or other steps taken in connection with the Issue including any right or restriction in respect of appointment of third party advisors and intermediaries for the Issue, any right to appoint nominee directors on the board of directors and committees of the board of directors of the Company, any right to levy prepayment penalty or prepayment charges and the right to convert the loan availed to equity or other capital and/or other securities and/or other instruments of the Company under the Facilities Agreements

We hereby consent to be named as a lender and banker to the company in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus and other documents in connection with the proposed Issue.

We confirm that the information and confirmations set out in this consent letter is true, correct, adequate and not misleading in any respect and without omission of any matter that is likely to mislead.

The above consents and waivers shall be applicable for any future documentation (in addition to the Loan Documentation) executed between the Company and us, with respect to any additional facilities, renewals or enhancements or renewal of existing facilities availed by the Company from us or any consortium arrangements to be entered into with us, until the closure of the Issue.

This approval and consent granted herein may be deemed to be in full force until the date of the listing and commencement of trading of the Equity Shares allotted pursuant to the Issue on the Stock Exchanges, unless cancelled by us in writing prior to such date.

We hereby authorise you to deliver this consent letter to SEBI, Stock Exchanges, the ROC and any other regulatory or statutory authorities as may be required. The contents of this letter and this consent letter may be disclosed in any document relating to the proposed Issue including the Issue Documents, as may be required or considered appropriate in accordance with applicable laws and may be relied upon by the Company, book running lead managers to the Issue and the legal advisors appointed by the Company and the Book Running



यूनियन बैंक
ऑफ इंडिया



Union Bank
of India

भारत सरकार का उपक्रम

A Government of India Undertaking

BHIKAJI CAMA PLACE BRANCH, NEW DELHI

Flat no. 124-130, Ansal Chamber 1, 3 Bhikaji Cama Place, New Delhi - 110 066

Lead Managers, in relation to the Issue. Further, we hereby consent to this letter being disclosed by the BRLMs and the Company, if required (i) by reason of any law, regulation or order of a court or by any governmental or competent regulatory authority, or (ii) in seeking to establish a defence in connection with, or to avoid, any actual, potential or threatened legal, arbitral or regulatory proceeding or investigation. This consent letter does not impose any obligation on the Company to include in any Issue Documents all or any part of the information with respect to which consent for disclosure is being granted pursuant to this consent/letter.

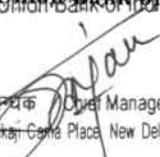
We consent to the inclusion of this letter as a part of "Material Contracts and Documents for Inspection" in connection with this Issue, which will be available for public for inspection including on the website of the Company from date of the filing of the RHP until the Bid/Issue Closing Date.

We represent that the execution, delivery and performance of this consent / no objection has been duly authorised by all necessary actions (corporate or otherwise). The contents of this certificate may be disclosed in any document relating to the Issue, as may be required or appropriate in accordance with applicable laws. We agree to keep the information regarding the Issue, the contents of your request letter and this consent strictly confidential.

Please note that the no-objection/ approval under this letter is without prejudice to our rights and remedies available under the **Financing Agreement(s)** and other related transaction documents executed in respect of the Facilities, as amended from time to time ("**Transaction Documents**") and under applicable law and the terms and covenants under the Transaction Documents remain to be applicable and binding on the Company.

Capitalized terms, which are not defined herein, have the same meaning as in the Application.

For and on behalf of Union Bank of India,
कृत यूनियन बैंक ऑफ इंडिया/Union Bank of India


मुख्य प्रबंधक / Chief Manager
भीकाजी कामा प्लेस, नई दिल्ली / Bhikaji Cama Place, New Delhi
[Name]

Designation: Authorised Signatory

Cc to:

Emkay Global Financial Services Limited 7th Floor, The Ruby, Senapati Bapat Marg, Dadar (West), Mumbai – 400 028, Maharashtra, India.	Keynote Financial Services Limited 9th Floor, The Ruby, Senapati Bapat Marg Dadar (West), Mumbai – 400 028, Maharashtra, India.
(together referred as "Book Running Lead Managers" or "BRLMs")	

Legal counsel to the Company
M/s. Crawford Bayley & Co.
State Bank Buildings
N.G. N. Vaidya Marg
Fort, Mumbai 400 023
Maharashtra, India



टेलीफोन 93262-03732, e-mail- ubin0903736@unionbankofindia.bank

" हिन्दी सरल है इसका प्रयोग करें "

Schedule A

S. No.	Date of Sanction letter	PARTICULARS OF LOAN FACILITY (INCLUDING NATURE OF BORROWING/SECURITY/ANCILLARY DOCUMENT AND SANCTION LETTER ALONG WITH THE AND DATE)	Nature of Facility	Sanctioned amount (₹ in million)		Outstanding amount as on December 31, 2024 (₹ in million)			Rate of Interest/ Commission (%)	Term / Tenure
				Fund based	Non-fund based	Principal amount (₹ in million)	Interest and other amounts (₹ in million)	Total (₹ in million)		
Secured										
Fund based facility										
1	06.09.2022	Vehicle Loan	Term Loan	0.12		0.07			9.45 %	60 months
2	23.09.2022	Vehicle Loan	Term Loan	0.20		0.12			9.45 %	60 months
Non-Fund based facility										
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]
Unsecured										
Fund based facility										
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]
Non fund based facility										
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]



For and on behalf of Union Bank of India
 कृत यूनियन बैंक ऑफ इंडिया का प्रतिनिधि
 मुख्य प्रशासक / Chief Manager
 कामा प्लेस, नई दिल्ली / Bhikaji Cama Place, New Delhi
 [Name] [Designation]

यूको बैंक
(भारत सरकार का उपक्रम)



UCO BANK

(A Govt. of India Undertaking)

सम्मान आपके विश्वास का

(HONOURS YOUR TRUST)

Honours Your Trust

Patel Nagar (0117), Cottage no. 22, Balraj Khanna Marg, W. Patel Nagar, N. Delhi
110008 Phone no. 011-45695933 email id:
pateln@ucobank.co.in

Ref No.UCO/PATEL/2025-26

Date: 06.05.2025

NO OBJECTION CERTIFICATE

To,
The Board of Directors
Amir Chand Jagdish Kumar (Exports) Ltd
2735/9, Mohan Lal Palace, Naya Bazar,
Delhi - 110006

Dear Sir(s),

Sub: Proposed initial public offering of equity shares of face value of ₹ [●] each (the "Equity Shares") by Amir Chand Jagdish Kumar (Exports) Limited ("Company") (referred to as the "Issue")

We refer to the credit facilities in form of Caar loan account no.01170610008706 of Rs.22.25 lac currently availed by the Amir Chand Jagdish Kumar (Exports) Limited ("Company") from us ("Facilities") and the loan agreement, security documents and undertakings, as applicable, entered into between us and the Company for the Facilities ("Financing Agreement(s)"), details of which are identified in *Schedule A* enclosed herewith.

We hereby confirm that the Financing Agreements governs all loans and facilities currently sanctioned by us in favour of the Company and that all outstanding borrowings of the Company from us are governed thereby and there are no other sanctioned facilities or outstanding borrowings of the Company with us.

We also refer to your request letter dated 01.05.2025 in relation to the above-captioned subject matter ("Application") and the proposed plan for raising additional capital through Public Issue of equity shares in accordance with the applicable laws and regulations, including the rules and regulations of the Securities and Exchange Board of India (Issue of Capital Disclosure and Requirements) Regulations, 2018 ("SEBI ICDR Regulations"), the Companies Act, 2013 and rules made thereunder, as amended ("Issue").

We are aware that the proposed Issue would require the Company to undertake several steps including but not limited to changes in the capital structure, changes in the shareholding of the promoter and members of the promoter group of the Company post the Issue, in compliance with the applicable laws and regulations. We are also aware that some or all of the aforesaid steps and certain other steps required to be taken by the Company or disclosures required to be made by the Company in relation to the Issue in the draft red herring prospectus ("DRHP"), red herring prospectus ("RHP") and the prospectus ("Prospectus") (together, the "Issue Documents") in relation to its proposed Issue require our consent/prior written consent under various loan and other agreements entered into by the Company with us.

In view of the relationship between the Company and ourselves, we give our no objection with regard to their proposed Issue of equity shares, the listing of the Company's equity shares being issued in the proposed Issue and any steps that the Company may take in respect thereof including the steps enumerated in the preceding paragraph and for disclosures required to be made by the Company in relation to the Issue in the Issue Documents with regards to the Facilities, and this may be deemed as our consent under all the loan and other agreements entered into between us and the Company, to the extent that such consent is required under each of the said agreements.

In view of the relationship between the Company and ourselves, we hereby, give our no-objection to and convey our consent or waive the conditions and provide approval to the Company to proceed with and consummate the



Issue, by taking necessary actions including but not limited to:

- listing of the shares of the Company on any of the stock exchanges and raise funds through capital markets;
- changing the capital structure and / or control or alteration of the shareholding pattern of the Company, including changes in the shareholding of the promoter of the Company below the thresholds prescribed under the Financing Agreements;
- changing the composition of its board of directors, including any reconstitution of the board of directors of the Company;
- identification / reclassification of promoters in terms of the Companies Act and the SEBI ICDR Regulations
- change in the remuneration provided to the directors of the Company;
- changing the management set-up or organization structure of the Company;
- modification of the memorandum of association and articles of association of the Company to *inter-alia* ensure compliance with the requirements of the stock exchanges and the Securities and Exchange Board of India, including any amendments to the rights that you may have under the memorandum of association and articles of association of the Company;
- repayment or prepayment of all or a portion of the loans availed by the Company or undertaking any future expansions or projects (utilizing the proceeds of the Issue);
- reducing or diluting or permitting sale, transfer or disposal of the shareholding of the promoter and/or promoter group in the Company.
- opening of new bank accounts in connection with the Issue (such as the escrow collection accounts, public offer account(s) and refund account(s)) and deposit of the proceeds of the Issue in such accounts including any current accounts, maintained with other banks, with respect to the Issue;
- lock-in of shareholding of the promoters and other shareholders in such accounts;
- appointment of various intermediaries including merchant bankers, syndicate members, registrars, monitoring agency, media agency, public offer banks, escrow bank, refund banks and sponsor banks, as may be required in relation to the Issue;
- use the proceeds of the Issue, at the sole discretion of the Company, in accordance with applicable law;
- undertaking any other activities as may be required in relation to the Issue.

(hereinafter referred to as "the Actions")

We hereby convey our consent, waive conditions, if any in the Facilities Agreements only with regards to Actions required to be completed mentioned above and no objection to the Company's carrying out other necessary acts and deeds, and executing all other documents, forms and instruments as may be required in connection with the proposed Issue and confirm that upon the Company undertaking any of the Actions, the same would not constitute an event of default under the Financing Agreements.

This consent may be deemed to be in full force until the date of the listing of the Equity Shares of the Company on any of the stock exchanges, pursuant to the Issue, unless cancelled by us in writing prior to such date. The contents of this certificate may be disclosed in any document relating to the Issue and/or to any regulatory authority, as may be required or appropriate in accordance with applicable law.

Further, with reference to the Loans, we confirm that:

1. there has been no rescheduling or restructuring of any loans or credit facilities and no event of default, cross-default delay, moratorium, rollover of any loans or credit facilities or trigger event has occurred under the Loan Documentation and we waive all rights that we may have in case of non-compliance by the Company under the Loan Documentation executed in relation to the loans or credit facilities availed by the Company from us;
2. the loans constitute all the outstanding borrowings and sanctioned facilities that the Company has currently availed from us and the Facilities Agreements governs all such credit Facilities;
3. there is no litigation, dispute, notice, show-cause by us against the Company or against any of the directors or promoter and/or promoter group of the Company in relation to any of the Company's borrowings and we have not threatened to commence any litigation, proceedings or disputes against the Company or any of its directors or promoters and/or promoter group.
4. we have not: (A) issued any notices of default (including cross-default) or sought any prepayments, accelerations in repayment or lump sum payments or amounts towards penalty or fines or withheld any disbursements or imposed penal interest in connection with any Loan Documentation; (B) or sought



- termination, suspension or cancellation of any loan or credit facilities availed by the Company, or (C) sought conversion of any borrowed amounts under the Loan Documentation into equity share capital of the Company, or (D) invoked any of our rights in relation to the security provided in relation to the borrowings till date or (E) exercised any step-in rights or overtaken management control;
5. the Company has complied with and, is not and, has not been in violation/breach of any of the terms, conditions, representations, warranties, undertakings and covenants in relation to borrowings availed by the Company from us, including any covenants or restrictions including maintenance of certain financial ratios imposed on the Company governing any borrowings taken from us, including but not limited to, the Loan Documentation;
 6. we have not issued notices to the Company or any of its directors or promoters in connection with any Loan Documentation, or initiated attachment of the Company's or any of its directors' or promoters' properties in connection with any Loan Documentation and we have not issued a notice seeking enforcement of the guarantees provided in connection with the facilities availed by the Company as set out in Annexure II and the guarantors have not defaulted in their obligations in respect of such guarantees;
 7. we have not declared the Company, its directors, promoters and/or promoter group as wilful defaulters;
 8. the Company has not sought moratorium from us as permitted by the Reserve Bank of India in light of the COVID-19 pandemic; and
 9. the Company, its promoters and its directors have not been declared as fraudulent borrowers by us in accordance with the terms of the 'Master Directions on Frauds - Classification and Reporting by commercial banks and select FIs' dated July 1, 2016, as updated, issued by Reserve Bank of India
 10. we have not invoked any of our rights in relation to the security provided for the borrowings till date.

We hereby waive our rights under the Facilities Agreements that may be triggered as a result of any of the Actions or other steps taken in connection with the Issue including any right or restriction in respect of appointment of third party advisors and intermediaries for the Issue, any right to appoint nominee directors on the board of directors and committees of the board of directors of the Company, any right to levy prepayment penalty or prepayment charges and the right to convert the loan availed to equity or other capital and/or other securities and/or other instruments of the Company under the Facilities Agreements

We hereby consent to be named as a lender and banker to the company in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus and other documents in connection with the proposed Issue.

We confirm that the information and confirmations set out in this consent letter is true, correct, adequate and not misleading in any respect and without omission of any matter that is likely to mislead.

The above consents and waivers shall be applicable for any future documentation (in addition to the Loan Documentation) executed between the Company and us, with respect to any additional facilities, renewals or enhancements or renewal of existing facilities availed by the Company from us or any consortium arrangements to be entered into with us, until the closure of the Issue.

This approval and consent granted herein may be deemed to be in full force until the date of the listing and commencement of trading of the Equity Shares allotted pursuant to the Issue on the Stock Exchanges, unless cancelled by us in writing prior to such date.

We hereby authorise you to deliver this consent letter to SEBI, Stock Exchanges, the RoC and any other regulatory or statutory authorities as may be required. The contents of this letter and this consent letter may be disclosed in any document relating to the proposed Issue including the Issue Documents, as may be required or considered appropriate in accordance with applicable laws and may be relied upon by the Company, book running lead managers to the Issue and the legal advisors appointed by the Company and the Book Running Lead Managers, in relation to the Issue. Further, we hereby consent to this letter being disclosed by the BRLMs and the Company, if required (i) by reason of any law, regulation or order of a court or by any governmental or competent regulatory authority, or (ii) in seeking to establish a defence in connection with, or to avoid, any actual, potential or threatened legal, arbitral or regulatory proceeding or investigation. This consent letter does



not impose any obligation on the Company to include in any Issue Documents all or any part of the information with respect to which consent for disclosure is being granted pursuant to this consent/letter.

We consent to the inclusion of this letter as a part of "*Material Contracts and Documents for Inspection*" in connection with this Issue, which will be available for public for inspection including on the website of the Company from date of the filing of the RHP until the Bid/Issue Closing Date.

We represent that the execution, delivery and performance of this consent / no objection has been duly authorised by all necessary actions (corporate or otherwise). The contents of this certificate may be disclosed in any document relating to the Issue, as may be required or appropriate in accordance with applicable laws. We agree to keep the information regarding the Issue, the contents of your request letter and this consent strictly confidential.

Please note that the no-objection/ approval under this letter is without prejudice to our rights and remedies available under the **Financing Agreement(s)** and other related transaction documents executed in respect of the Facilities, as amended from time to time ("**Transaction Documents**") and under applicable law and the terms and covenants under the Transaction Documents remain to be applicable and binding on the Company.

Capitalized terms, which are not defined herein, have the same meaning as in the Application.

For and on behalf of UCO Bank Patel Nagar,


[Navdeep Kumar]
(Chief Manager)



Cc to:

Emkay Global Financial Services Limited 7th Floor, The Ruby, Senapati Bapat Marg, Dadar (West), Mumbai – 400 028, Maharashtra, India. (together referred as " Book Running Lead Managers " or " BRLMs ")	Keynote Financial Services Limited 9th Floor, The Ruby, Senapati Bapat Marg Dadar (West), Mumbai – 400 028, Maharashtra, India.
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Legal counsel to the Company
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N.G. N. Vaidya Marg
Fort, Mumbai 400 023
Maharashtra, India

यूको बैंक

(भारत सरकार का उपक्रम)

सम्मान आपके विश्वास का

(HONOURS YOUR TRUST)



UCO BANK

(A Govt. of India Undertaking)

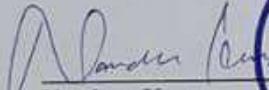
Honours Your Trust

Patel Nagar (0117), Cottage no. 22, Balraj Khanna Marg, W. Patel Nagar, N. Delhi 110008
Phone no. 011-45695933
email id: pateln@ucobank.co.in

Schedule A

S. No.	Date of Sanction letter	PARTICULARS OF LOAN FACILITY (INCLUDING NATURE OF BORROWING/SECURITY/ANCILLARY DOCUMENT AND SANCTION LETTER ALONG WITH THE AND DATE)	Nature of Facility	Sanctioned amount (₹ in lakh)		Outstanding amount as on December 31, 2024 (₹ in lakh)			Rate of Interest/Commission (%)	Term / Tenure
				Fund based	Non-fund based	Principal amount (₹ in lakh)	Interest and other amounts (₹ in lakh)	Total (₹ in lakh)		
Secured										
Fund based facility										
1	09-02-2022	Car Loan	Term Loan	22.25		10.65			9.25	5 yrs

For and on behalf of UCO Bank Patel Nagar


Navdeep Kumar
Chief Manager

06/5/2025

