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HDFC Bank Limited
Shop No 1-6,
Devika Towers,
Commercial Complex,
Chander Nagar,
Ghaziabad - 201 010.
Uttar Pradesh.

Date:08/01/2025

To,
The Board of Directors
Jaytee Alloys & Components Limited
A-33/11, Vishwakarma Compound, Site IV,
Sahibabad Industrial Area, Ghaziabad,
Uttar Pradesh, India -201010

Dear Sir/Madam

Re: Proposed issuance of equity shares having face value of Rs.10each ("the Equity Shares") of Jaytee Alloys & Components Private Limited (the "Company").

We refer to the credit facilities extended to the Company from us, as identified in **Appendix A** to this letter (the "**Loans**"), and to your letter dated 03/12/2024 ("**Sanction Letter**") in relation to the above-captioned subject matter.

We hereby confirm that the Loans mentioned in **Appendix A** include all the outstanding borrowings or sanctioned facilities of the Company with us and there are no other sanctioned facilities or outstanding Borrowings of the Company with us. The following details with respect to us may be disclosed in the Offer Documents and any other documents in relation to the Offer.

Name:
HDFC Bank Limited
Address: Shop No. **1-6, Devika Tower, Chander Nagar, Ghaziabad-201012 (U.P)**
Telephone Number(s): **9958374393/8810385792**
Contact Person: **Rajat Tewari/ Arjun Singh**
Website: **www.hdfcbank.com**
Email: **Rajat.Tewari@hdfcbank.com/Arjun.singh24@hdfcbank.com**

We note from the Request Letter that the Company is proposing to undertake the Offer. We hereby give our unconditional approval, no-objection, and consent to the Company to undertake the Offer and to do all other acts and deeds, including undertaking the Offer Related Actions, and execute all documents, forms and instruments in connection with the Offer. Further, we hereby waive any of our rights under the Loan Documentation that may be triggered as a result of any of the Offer Related Actions or other steps taken in connection with the Offer, including any right or restriction in respect of the appointment of intermediaries for the Offer, repayment/prepayment of any of the credit facilities. We further waive any breaches of, or non-compliance with, the terms and conditions of the Loan Documentation that may have occurred in the past and/or that are currently subsisting.

Our consent, waiver, no-objection and approval given in this letter satisfies all requirements, with respect to any Loan Documentation, to obtain our consent, waiver and/or no objections for the Offer, and doing all acts and deeds, and executing all other documents, forms and instruments as may be required in connection with the Offer and completion thereof, in compliance with applicable laws and as considered necessary by the Company, including but not limited to any of the Offer Related Actions and our consent, waiver, no-objection and approval given hereunder shall supersede all covenants and conditions that may be stipulated in the Loan Documentation. We confirm that all credit accounts maintained by the Company pursuant to the Loans are regular and satisfactory in conformity.

We further confirm that,

i) the accounts held by the Company, with us are regular and there have been no current or past defaults on account of repayment of any loans taken from us or payment of interest or principal, or violation of any financial covenants or of any other provisions or conditions of the Loan Documentation;

ii) there have been no current or past violations or event of defaults of any terms and conditions of the loans or credit facilities availed by the Company from us, including financial covenants and the Company is not in default and has never defaulted in repayment of any loan taken from us or payment of interest thereon/ payment of principal amount and interest on due date and there has been no cross-default, delay, roll-over, moratorium, rescheduling of loans or credit facilities or acceleration of loans under the Loan Documentation;

iii) there is no pending litigation, dispute, or notice or show cause or attachment order initiated or issued by us against the Company or against any of the directors or promoters of the Company in relation to any of the borrowings of the Company, as on the date of this consent and we have not threatened to commence any litigation, proceedings or disputes against the Company or any of their respective directors or promoters;

iv) we have not issued any notices of default (including cross-default) or sought any prepayments, accelerations in repayment, cancelled any of our available commitments, withheld any disbursements, lump sum payments, imposed penal interest or penalty or fine or sought for conversion of the loan amounts into Equity Shares or sought termination, suspension or cancellation or any moratorium availed or exercised step-in rights or overtaken management control or invoked any of our rights in relation to the security provided in relation to the borrowings till date;

v) the Company and any of its directors or promoters have not been declared as a wilful defaulter or a fraudulent borrower and has never defaulted wilfully with respect to any of the facilities that it has availed from us;

vi) the Company has complied with and is not, nor has in the past been in breach of any of the terms, conditions, representations, warranties, restrictions and covenants in relation to the Loan Documentation (including those relating to maintenance of certain financial ratios) or credit facilities availed by the Company from us, and

vii) we have not issued a notice seeking enforcement of the guarantees provided in connection with the facilities availed by the Company under **Appendix A**, and the guarantors have not defaulted in its obligations in respect of such guarantee.

We confirm that the above information is true and correct. We further confirm that this consent, waiver, and no-objection shall be applicable in relation to any other future documentation (in addition to the Loan Documentation) that the Company may enter into with us (including for any additional facilities, enhancements or renewal of existing facilities availed of by the Company from us) until the listing of the Equity Shares on the Stock Exchange pursuant to the Offer.

We, HDFC Bank Limited consent to our name and the details mentioned herein being inserted as a Banker to the Company in the draft red herring prospectus ("**DRHP**"), red herring prospectus ("**RHP**") and the prospectus ("**Prospectus**") (collectively, the "**Offer Documents**") which the Company intends to file with the stock exchange where the Equity Shares are proposed to be listed (**"Stock Exchange"**), Securities and Exchange Board of India ("**SEBI**"), and the Registrar of Companies, Maharashtra at Mumbai ("**RoC**") as applicable and any other documents in relation to the Offer. The contents of this letter (in part or in full) can also be disclosed in any document relating to the proposed Offer, as may be required or appropriate in accordance with applicable laws.

The aforesaid confirmations, waivers, consents and no-objections given in this letter shall also be applicable for any other further documentation (in addition to the Loan Documentation) that we may execute with the Company (including for any additional facilities, enhancements or renewal of existing facilities availed by the Company from us) until the listing of the Equity Shares on the Stock Exchange pursuant to the Offer, and shall be deemed to be in full force unless cancelled by us in writing prior to such date.

We represent that our execution, delivery and performance of this consent has been duly authorised by all necessary actions (corporate or otherwise).

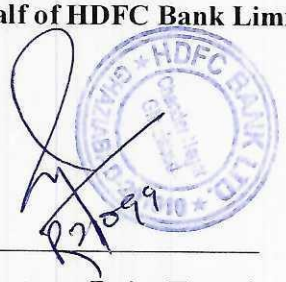
We confirm that we will immediately inform the Company of any changes to the above information till the date when the Equity Shares issued pursuant to the Offer commence trading on the Stock Exchange. In the absence of any such communication, the above information should be taken as updated information until the date of commencement of listing and trading of the Equity Shares issued pursuant to the Offer on the Stock Exchange.

This consent letter does not impose any obligation on the Company to include in any Offer Documents all or any part of the information with respect to which consent for disclosure is being granted pursuant to this letter. We also authorize you to deliver a copy of this letter of consent to the Stock Exchange, Registrar of Companies and any other governmental/ regulatory authorities as required under any applicable laws or if requested for by any such regulatory/ governmental authority. We confirm that this letter can be relied on by the Company, book running lead managers appointed in relation to the Offer and their respective legal advisors and any other advisors appointed in relation to the Offer.

Capitalised terms which are not defined herein have the same meaning as referred to in the Request Letter.

We undertake to keep strictly confidential the details of the proposed Offer, your Request Letter and this consent.

Yours sincerely.
For and on behalf of HDFC Bank Limited



Authorised Signatory: Rajat Tewari
Name: Rajat Tewari
Designation: Branch Manager

CC:

Mefcom Capital Markets Limited ("Mefcom")
5th Floor, 77 Sanchi Building,
Nehru Place,
New Delhi – 110019, India

Fox & Mandal LLP
Fox & Mandal House, D 394,
Defence Colony,
New Delhi 110024

Appendix-A

Sr.No.	Description of borrowing (including nature and date of the Loan Documentation)	Tenure of the facility	Rate of Interest (In %)	Sanctioned amount (in lakhs)	Total amount outstanding as on 10-12-2024 (in lakhs)
1.	Cash Credit and Bank Guarantee sanctioned vide sanction letter dated 03-12-2024	12 months	9.00%	947.42	947.42