

Date : April 19, 2023

To

Uno Minda Limited  
B-64/1 Wazirpur  
Industrial Area, Delhi - 110052

**Re: No-objection to the Scheme of Amalgamation involving Kosei Minda Aluminum Company Private Limited ("Transferor Company 1"), Kosei Minda Mould Private Limited ("Transferor Company 2") and Minda Kosei Aluminum Wheel Private Limited ("Transferor Company 3") (collectively "Transferor Companies") and Uno Minda Limited ("Transferee Company") and their respective shareholders and creditors under sections 230- 232 and other applicable provisions of the Companies Act, 2013 read with the relevant rules ("Scheme")**

We JPMorgan Chase Bank N.A., acting through its branches in India presently having an office at Unit nos. 401 & 402, 'New Tower' Block A, Hyatt Regency, Bhikaji Cama Place, New Delhi 110066 confirm the following:

1. That we, JP Morgan Chase Bank N.A., acting through its branches in India (hereinafter referred to as the "Creditor"), are a secured creditor of Uno Minda Limited ("Transferee Company").
2. That we have entered into agreement(s) with the Transferee Company, in relation to a term loan facility aggregating to INR 1,000,000,000/- ("Facility") availed by the Transferee Company from us. Mentioned in Schedule 1 hereto, are the agreements entered into between the Creditor and -the Transferee Company ("Relevant Agreements") with respect to the Facility.
3. That we have perused the proposed Scheme of Amalgamation involving Kosei Minda Aluminum Company Private Limited ("Transferor Company 1"), Kosei Minda Mould Private Limited ("Transferor Company 2") and Minda Kosei Aluminum Wheel Private Limited ("Transferor Company 3") (collectively "Transferor Companies") and Uno Minda Limited ("Transferee Company") and their respective shareholders and creditors under sections 230- 232 and other applicable provisions of the Companies Act, 2013 read with the relevant rules ("Scheme") and hereby, in our capacity as a secured creditor of the Transferee Company:
  - a. provide our approval and no-objection to the Scheme, including any amendment/ modification/ alteration made therein in terms of the Scheme. Provided however, this consent is without prejudice to the Creditor's rights and interest under the Relevant Agreements executed between the Creditor and the Transferee Company and all the terms and conditions of such documents will continue to remain in full force and effect.
  - b. confirm that we have no-objection if the meeting of the secured creditors of the Transferee Company to approve the Scheme is dispensed with by the Hon'ble National Company Law Tribunal, New Delhi;
  - c. confirm that we hereby waive our right to object to the Scheme, at the meeting of the Secured Creditors, if any, convened by the National Company Law Tribunal, for approving the Scheme; and

d. confirm that this no-objection to the Scheme shall also be considered as an approval under the Relevant Agreements.

Yours faithfully

*R. Rajagopal*

For JPMorgan Chase Bank, N.A., acting through its branches in India

Name: *RAJAGOPAL RAMAJAYAM*

Title: *EXECUTIVE DIRECTOR*

## Schedule I

Sr. No.	Documents
1	Facility Agreement dated 10 <sup>th</sup> June 2022
2	Deed of Hypothecation(DOH) dated 10 <sup>th</sup> June 2022
3	Hypothecation POA dated 10 <sup>th</sup> June 2022
4	First Amendatory Agreement dated 19 <sup>th</sup> November 2022
5	Amendatory Deed to DOH dated 19 <sup>th</sup> November 2022