

भारतीय स्टेट बैंक STATE BANK OF INDIA

Date: 02.03.2022

To

Board of Directors
Bikaji Foods International Limited
F 196 -199, F 178 & E 188
Bichhwal Industrial Area, Bikaner - 334006
Rajasthan, India

Re: Lender consent under the Loan Documentation (as defined below) for certain actions proposed to be undertaken by Bikaji Foods International Limited (the "Company")

Dear Sir / Madam:

We refer to your letter to us dated 11.02.2021 (the "Application"), loans and facilities extended by us to the Company as set out in Schedule I to this letter and all documentation, including any sanction letter, loan agreement, security documentation or undertaking (including any amendments, supplements, and annexures thereto) entered into between us and the Company in connection thereto from time to time, together with all documentation executed in connection thereto (collectively, the "Loan Documentation").

We hereby confirm that, (i) all loans and facilities currently sanctioned by us in favour of the Company, and/or (ii) all outstanding borrowings of the Company from us, are governed by the abovementioned Loan Documentation.

We understand and acknowledge that the Company is evaluating a proposed initial public offering of its equity shares ("Equity Shares" and such offering, the "Offer"), by way of an offer for sale of Equity Shares by certain existing shareholders of the Company, including its promoters and/or members of promoter group. We are aware that the Offer may involve or may require the Company to undertake several steps in compliance with applicable laws and as considered appropriate by the Company.

We hereby confirm that we have no objection and convey our unconditional approval and consent to the Company, to proceed with and complete the Offer and to do all other acts and deeds, and execute all other documents, forms and instruments, as may be required, including but not limited to:

(i) undertaking the Offer (and accessing the capital markets in connection thereto),

 (ii) any changes in the capital structure or shareholding pattern of the Company including sale / divestment by the promoter(s) and member(s) of the promoter group of the Company and any

bank.sbi

§ 0151-2223093, 2250546

एमसीबी बीछवाल औद्योगिक क्षेत्र,

बीकानेर - 334002 शाखा कोड : 31929

आईएफएसं कोड : SBIN0031929

MCB Bichhwat he Area,

Bikaner - 334002 Br. Code : 31929

IFS Code: SBIN0031929

- consequent dilution of the current shareholding of such promoter(s) and member(s) of the promoter group of the Company, not resulting in change of control),
- (iii) any change in the management (including key managerial personnel) or composition of (including to comply with various requirements applicable to listed companies) the board of directors of our Company,
- (iv) amending the charter documents of the Company,
- (v) amendment and/or termination of material contracts of the Company,
- appointment of certain SEBI registered merchant bankers as book running lead managers to the Offer,
- (vii) opening of any bank accounts in connection with the Offer and deposit of the proceeds of the Offer in such account,
- (viii) lock-in of shareholding of the promoters and other shareholders, or
- (ix) any other steps that the Company may take in respect thereof or otherwise and completion thereof, in each case in compliance with applicable law and as considered appropriate by the Company (collectively the "Actions").

Further, we hereby waive any of our rights under the Loan Documentation that may be triggered as a result of any of the Actions or other steps taken in connection with the proposed Offer or that may have been occurred in the past and/or that are currently subsisting, including any right or restriction in respect of such appointment of third party advisors and intermediaries for the Offer under the Loan Documentation. We further waive any of our rights to convert loans granted by us into shares of the Company and to appoint nominee director(s) on the board of the Company, under the Loan Documentation. The consent / waiver/ and / or no-objection shall remain valid in respect of any enhancement or renewal of existing facilities or any further borrowing arrangement(s) entered into between the Company and us, until completion of the Offer.

Further, we have no objection for inclusion of our name as a lender to the Company, and disclosure of the terms and conditions of the Loan Documentation in the offer documents to be prepared and filed in relation to the Offer.

We further confirm that:

(i) the accounts held by the Company with us are regular and there have been no current or past violations of any terms and conditions of the loans or credit facilities availed by the Company from us, including on account of repayment of interest or principal or of financial covenants or of any other provision or condition of the documentation executed in relation to the loans or credit facilities availed by the Company from us;

NIL

(ii) no events of default or rollovers or re-schedulement or cross-default or trigger event or restructuring of loans or credit facilities availed by the Company from us have occurred, until date and we waive all rights that we may have in case of any non-compliance by the Company under the documentation executed in relation to the loans or credit facilities availed by the Company from us;

NIL

(iii) we have not, until date, issued any notices of default (including cross-default), or sought any prepayments, accelerations in repayment, lump sum payments or amounts towards penalty



or fines in connection with the loans or credit facilities availed by the Company from us, or conversion of the borrowed amounts into equity shares of the Company, or sought termination, suspension or cancellation of any loan or credit facilities availed by the Company, or exercised any rights in relation to the security provided pursuant to the terms and conditions of the loans or credit facilities availed by the Company from us, and further, waive all rights that that we may have in this regard under the documentation executed in relation to the loans or credit facilities availed by the Company from us;

NIL

(iv) the Company, its promoters and its directors have not been declared as a 'wilful defaulter' or 'fraudulent borrowers' as defined under the guidelines/circulars issued by the Reserve Bank of India and have never committed wilful defaults with respect to any of the facilities that such person has availed;

NIL

 there are no pending litigation / disputes / notices / show cause / attachment orders initiated by us against the Company or against any of the directors / promoters of the Company in relation to any of the Company's borrowings from us as of date;

NIL

(vi) we have not issued notices to the Company or any of its directors or promoters in connection with the loans or credit facilities availed by the Company from us, or initiated attachment of the Company's or any of its directors' or promoters' properties in connection with the documentation executed in relation to the loans or credit facilities availed by the Company from us; and

NIL

(vii) the Company has complied with and is not, nor has in the past been, in breach of any of the terms, conditions, representations, warranties, undertakings and covenants in relation to the loans or credit facilities availed by the Company from us (including those relating to maintenance of certain financial ratios) and including execution of documents in compliance with the Loan Documentation, until date and we waive all rights that we may have in case of any past non-compliance by the Company under the documentation in relation to the loans or credit facilities availed by the Company from us.

NIL

(viii) the Company has not sought moratorium from us as permitted by the Reserve Bank of India in light of the COVID-19 pandemic except as mentioned below:

NIL

We authorise you to deliver this letter of consent to the Registrar of Companies at Jaipur, Rajasthan, the stock exchanges, the Securities and Exchange Board of India and any other regulatory or statutory authority as may be required. The contents of this letter may be disclosed in any document or to any party, as may be required or appropriate in accordance with applicable laws. We



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

This letter can be relied on by the Company, the book running lead managers to the Offer ("BRLMs") and the legal advisor in respect of the Offer.

We represent that our execution, delivery and performance of this consent have been duly authorised by all necessary actions (corporate or otherwise). The aforesaid confirmations, consents and no objections given in this letter satisfy all requirements of the Company and the security providers/guarantors under the Loan Documentation to obtain our consent for any steps that the Company may be required to take including the Actions stated above and such confirmations, consents and no objections shall be deemed to be in full force unless cancelled by us in writing prior to such date. Our consent and approval given hereunder shall supersede all covenants and conditions that may be stipulated in the Loan Documentation. We confirm that any action or other step taken by the Company in connection with the proposed Offer would not constitute an event of default under the Loan Documentation.

The above consents, no-objections 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 or enhancements availed of by the Company from us or renewal of existing facilities. This consent may be deemed to be in full force until the date of the listing and commencement of trading of the Equity Shares on the stock exchanges, unless cancelled by us in writing prior to such date. We confirm that we will immediately inform the Company and the BRLMs of any change to the above information until the Equity Shares commence trading on the stock exchanges pursuant to the Offer. In the absence of any such communication, the above information should be taken as updated information until the Equity Shares list and commence trading on the stock exchanges pursuant to the Offer.

We also agree to keep the contents of this letter strictly confidential.

Sincerely,

(Authorised Signatory 81929
CHIEF MANAGER



SCHEDULE

List of loans/credit facilities availed by the Company:

Sr. No.	Date of the sanction Nature letter facility		of Tenure of facility	Secured/U Amount nsecured sanctione million)	Amount Amount Amount sanctioned (in Rs. availed as on million) 23.02.2022 (in as confined as million) Rs. million) Rs. million) Rs. million)	Amount availed as on 23.02.2022 (in Rs. million)	Amount Outstanding as on 23.02.2022 (in Rs. million)	Interest (%)
i.	10-06-2021	CASH	12M	Secured	650.00	200.00	433.53	7.40
2.	10-06-2021	TERM	84 M	Secured	350.00	274.55	112.16	7.40
က်	10-06-2021	TERM	W 09	Secured	200.00	190.54	178.65	7.40



Registered Address 293, Dr. D.N. Road, Fort, Mumbai – 400001.

T+91 22 2653 2160 F+91 22 2653 2215 www.citibank.co.in

FCRN No: F00471

Citibank N.A.



Date: 27.12.2021

To

Board of Directors Bikaji Foods International Limited F 196 -199, F 178 & E 188 Bichhwal Industrial Area, Bikaner - 334006 Rajasthan, India

Re: Lender consent under the Loan Documentation (as defined below) for certain actions proposed to be undertaken by Bikaji Foods International Limited (the "Company")

Dear Sir / Madam:

We refer to your letter to us dated December 27, 2021 (the "Application"), loans and facilities extended by us to the Company as set out in Schedule I to this letter and the terms of all documentation, including any sanction letter, loan agreement, security documentation or undertaking (including any amendments, supplements, and annexures thereto) entered into between us and the Company in connection thereto from time to time, together with all documentation executed in connection thereto (collectively, the "Loan Documentation").

We hereby confirm that, (i) all loans and facilities currently sanctioned by us in favor of the Company, and/or (ii) all outstanding borrowings of the Company from us, are governed by the abovementioned Loan Documentation.

We understand that subject to receipt of the requisite regulatory, corporate and other approvals, market conditions and certain other considerations, the Company is considering to undertake certain fund raising actions, including the proposed initial public offering of its equity shares of the Company ("Equity Shares" and such offering, the "Offer"), comprising an offer for sale of Equity Shares by certain existing shareholders of the Company, including its promoters and/or members of its promoter group.

We hereby confirm that we have no objection and convey our approval and consent to the Company, to proceed with and complete the Offer and to do all other acts and deeds, and execute all other documents, forms and instruments, as may be required, including but not limited to:

- undertaking the Offer (and accessing the capital markets in connection thereto),
- (ii) any issue of Equity Shares by the Company, including convening any shareholders' and board meetings for such issuance and matters in connection to the Offer,



- (iii) any offer for sale of Equity Shares by the existing shareholders pursuant to the Offer, including the promoter(s) and member(s) of the promoter group of the Company and any consequent dilution of the current shareholding of such promoter(s) and member(s) of the promoter group of the Company, not resulting in change of control,
- (iv) any change in the management (including key managerial personnel) or composition of (including to comply with various requirements applicable to listed companies) the board of directors of our Company,
- implementing any scheme of expansion/diversification/modernization other than routine capital expenditure,
- (vi) utilization of the proceeds from the Offer by the Company at its sole discretion including marketing, brand building activities and advertisements, general corporate purpose and/or payment of Offer related expenses,
- (vii) amending the charter documents of the Company,
- (viii) appointment of certain SEBI registered merchant bankers as book running lead managers to the Offer,
- opening of any bank accounts in connection with the Offer and deposit of the proceeds of the Offer in such account,
- lock-in of shareholding of the promoters and other shareholders.
- (xi) Expansion of our business operations, which may have substantial effect on our business and profit;
 or
- (xii) any other steps that the Company may take in respect thereof or otherwise and completion thereof or undertaking any other activities as may be required in relation to the Offer (collectively the "Actions") in each case in compliance with applicable law.

Further, we have no objection for inclusion of our name as a lender to the Company.

We further confirm that:

- (i) the accounts held by the Company with us are regular.
- (ii) we have not, until date, issued any notices of default (including cross-default), or sought any prepayments, accelerations in repayment, lump sum payments or amounts towards penalty or fines in connection with the loans or credit facilities availed by the Company from us, or conversion of the borrowed amounts into equity shares of the Company, or sought termination, suspension or cancellation of any loan or credit facilities availed by the Company, or exercised any rights in relation to the security provided pursuant to the terms and conditions of the loans or credit facilities availed by the Company from us;
- (iii) we have not declared the Company, its promoters or its directors, its promoter group members as a 'willful defaulter' or 'fraudulent borrowers' as defined under the guidelines/circulars issued by the Reserve Bank of India.
- (iv) there are no pending litigation / disputes / notices / show cause / attachment orders initiated by us against the Company or against any of the directors / promoters of the Company /members of its promoter group in relation to any of the Company's borrowings from us as of date.



- (v) 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.
- (vi) we have not issued notices to the Company or any of its directors or promoters in connection with the loans or credit facilities availed by the Company from us, or initiated attachment of the Company's or any of its directors' or promoters' properties in connection with the documentation executed in relation to the loans or credit facilities availed by the Company from us; and
- (vii) the Company has not sought moratorium from us as permitted by the Reserve Bank of India in light of the COVID-19 pandemic except as mentioned below:

NIL

Our consent given in this letter satisfies all requirements, with respect to the Loan Documentation, to obtain our consent and/or no objection for the Offer, including the Actions and matters related thereto and shall supersede all covenants and conditions that may be stipulated in the Loan Documentation including in relation to facilities availed by the Company from us as set out in **Schedule** I.

We authorize you to deliver this letter of consent to the Registrar of Companies at Jaipur, Rajasthan, the BSE Limited, National Stock Exchange of India Limited ("BSE" and collectively with NSE, the "Stock Exchanges"), the Securities and Exchange Board of India and any other regulatory or statutory authority only if required under any applicable laws or if requested for by any such legal/governmental/regulatory authority or by court order in relation to the Offer. The contents of this letter may be disclosed in any document relating to, or prepared in connection with, the Offer, as may be required or appropriate in accordance with applicable laws. We confirm that any of the above Actions or other steps taken by the Company in connection with the proposed Offer would not constitute an event of default under the Loan Documentation.

This letter can be shared by the Company with the book running lead managers to the Offer ("BRLMs") and the legal advisor in respect of the Offer.

We represent that our execution and delivery of this consent have been duly authorized by all necessary actions (corporate or otherwise). The aforesaid confirmations, consents and no objections given in this letter satisfy all requirements under the Loan Documentation to obtain our consent for the Offer including the Actions stated above. Our consent given hereunder shall supersede all covenants and conditions that may be stipulated in the Loan Documentation.

The above consents and no-objections 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 availed of by the Company from us or renewal or enhancements of the Loans till the listing of the Equity Shares or 12 months from the date of issuance of this letter (whichever is earlier).

This consent may be deemed to be in full force until the date of the listing and commencement of trading of the Equity Shares on the stock exchanges pursuant to the Offer, unless cancelled by us in writing prior to such date. We confirm that we will inform the Company of any change to the above information until the Equity Shares commence trading on the stock exchanges pursuant to the Offer. In the absence of any



such communication, the above information should be taken as updated information until the Equity Shares list and commence trading on the stock exchanges pursuant to the Offer.

Please note that except as permitted herein, this letter (or any part thereof) is not to be shared, transmitted, or quoted to anyone else for any purpose without our prior written consent.

We also agree to keep the information regarding the Offer, and this consent granted by us strictly confidential till such time it is publicly available.

Sincerely,

For Citibank NA

(Authorized Signatory) Name: Shrey Agarwal

Designation: Senior Vice President

Square Building

SCHEDULE I

List of loans/credit facilities availed by the Company:

Sr N o.	Date of the loan agreement/san ction letter	Natur e of facility	Tenu re of facili ty	Secure d/Uns ecured	Amount sanctioned (in Rs. million)	Amount availed as on 17.11.20 21 (in Rs. million)	Amount Outstan ding as on 17.11.20 21 (in Rs. million)	Interest (%)
1.	9 th Sep 2020	Worki ng Capital Facilit y	Upto 12 mon ths	Unsec ured	250	250	250	As Mutually agreed





ANNEXURE II

FORMAT OF CONSENT LETTER TO BE PROVIDED BY THE LENDER

Date: 07th Feb. 2022

To

Board of Directors
Bikaji Foods International Limited
F 196 -199, F 178 & E 188
Bichhwal Industrial Area, Bikaner - 334006
Rajasthan, India

Re: Lender consent under the Loan Documentation (as defined below) for certain actions proposed to be undertaken by Bikaji Foods International Limited (the "Company")

Dear Sir / Madam:

We refer to your letter to us dated 11th January, 2022 (the "Application"), loans and facilities extended by us to the Company as set out in **Schedule I** to this letter and all documentation, including any sanction letter, loan agreement, security documentation or undertaking (including any amendments, supplements, and annexures thereto) entered into between us and the Company in connection thereto from time to time, together with all documentation executed in connection thereto (collectively, the "Loan Documentation").

We hereby confirm that, (i) all loans and facilities currently sanctioned by us in favour of the Company, and/or (ii) all outstanding borrowings of the Company from us, are governed by the abovementioned Loan Documentation.

We understand and acknowledge that the Company is evaluating a proposed initial public offering of its equity shares ("Equity Shares" and such offering, the "Offer"), by way of an offer for sale of Equity Shares by certain existing shareholders of the Company, including its promoters and/or members of promoter group. We are aware that the Offer may involve or may require the Company to undertake several steps in compliance with applicable laws and as considered appropriate by the Company.

We hereby confirm that we have no objection and convey our approval and consent to the Company, to proceed with and complete the Offer and to do all other acts and deeds, and execute all other documents, forms and instruments, as may be required for the Offer, including but not limited to:

- (i) undertaking the Offer (and accessing the capital markets in connection thereto),
- (ii) any changes in the capital structure or shareholding pattern of the Company including sale / divestment by the promoter(s) and member(s) of the promoter group of the Company and any consequent dilution of the current shareholding of such promoter(s) and member(s) of the promoter group of the Company, not resulting in change of control)[(Promoter shareholding to be kept at level of minimum 51%)]



- (iii) any change in the management (including key managerial personnel) or composition of (including to comply with various requirements applicable to listed companies) the board of directors of our Company,
- (iv) amending the charter documents of the Company,
- (v) amendment and/or termination of material contracts of the Company,
- (vi) appointment of certain SEBI registered merchant bankers as book running lead managers to the Offer,
- (vii) opening of any bank accounts in connection with the Offer and deposit of the proceeds of the Offer in such account,
- (viii) lock-in of shareholding of the promoters and other shareholders, or
- (ix) any other steps that the Company may take in respect thereof or otherwise and completion thereof, in each case in compliance with applicable law and as considered appropriate by the Company.

We further waive any of our rights to convert loans granted by us into shares of the Company and to appoint nominee director(s) on the board of the Company, under the Loan Documentation. The consent / waiver/ and / or no-objection shall remain valid in respect of any enhancement or renewal of existing facilities or any further borrowing arrangement(s) entered into between the Company and us, until completion of the Offer.

Further, we have no objection for inclusion of our name as a lender to the Company, and disclosure of the terms and conditions of the Loan Documentation in the offer documents to be prepared and filed in relation to the Offer.

We further confirm that:

(i) the accounts held by the Company with us are regular and there have been no current or past violations of any terms and conditions of the loans or credit facilities availed by the Company from us, including on account of repayment of interest or principal or of financial covenants or of any other provision or condition of the documentation executed in relation to the loans or credit facilities availed by the Company from us;

Nil

(ii) no events of default or rollovers or re-schedulement or cross-default or trigger event or restructuring of loans or credit facilities availed by the Company from us have occurred, until date and we waive all rights that we may have in case of any non-compliance by the Company under the documentation executed in relation to the loans or credit facilities availed by the Company from us;

Nil

(iii) we have not, until date, issued any notices of default (including cross-default), or sought any prepayments, accelerations in repayment, lump sum payments or amounts towards penalty or fines in connection with the loans or credit facilities availed by the Company from us, or conversion of the borrowed amounts into equity shares of the Company, or sought termination, suspension or cancellation of any loan or credit facilities availed by the Company, or exercised any rights in relation to the security provided pursuant to the terms and conditions of the loans or credit facilities availed by the Company from us, and further, waive all rights that that we may have in this regard



under the documentation executed in relation to the loans or credit facilities availed by the Company from us;

Nil

(iv) the Company, its promoters and its directors have not been declared as a 'wilful defaulter' or 'fraudulent borrowers' as defined under the guidelines/circulars issued by the Reserve Bank of India and have never committed wilful defaults with respect to any of the facilities that such person has availed;

Nil

 there are no pending litigation / disputes / notices / show cause / attachment orders initiated by us against the Company or against any of the directors / promoters of the Company in relation to any of the Company's borrowings from us as of date;

Nil

(vi) we have not issued notices to the Company or any of its directors or promoters in connection with the loans or credit facilities availed by the Company from us, or initiated attachment of the Company's or any of its directors' or promoters' properties in connection with the documentation executed in relation to the loans or credit facilities availed by the Company from us; and

Nil

(vii) the Company has complied with and is not, nor has in the past been, in breach of any of the terms, conditions, representations, warranties, undertakings and covenants in relation to the loans or credit facilities availed by the Company from us (including those relating to maintenance of certain financial ratios) and including execution of documents in compliance with the Loan Documentation, until date and we waive all rights that we may have in case of any past non-compliance by the Company under the documentation in relation to the loans or credit facilities availed by the Company from us.

Nil

(viii) the Company has not sought moratorium from us as permitted by the Reserve Bank of India in light of the COVID-19 pandemic except as mentioned below:

Capex Term Loan Sanctioned of Rs. 250 Millions for 3 years is having Moratorium of 6 months.

We authorize you to deliver this letter of consent to the Registrar of Companies at Jaipur, Rajasthan, the stock exchanges, the Securities and Exchange Board of India and any other regulatory or statutory authority as may be required. The contents of this letter may be disclosed in any document or to any party, as may be required or appropriate in accordance with applicable laws. We understand that this consent letter does not impose any obligation on the Company to include in any document all or any part of the information with respect to which consent for disclosure is being granted pursuant to this letter.

This letter can be relied on by the Company, the book running lead managers to the Offer ("BRLMs") and the legal advisor in respect of the Offer.



We represent that our execution, delivery and performance of this consent have been duly authorized by all necessary actions (corporate or otherwise). The aforesaid confirmations, consents and no objections given in this letter satisfy all requirements of the Company and the security providers/guarantors under the Loan Documentation to obtain our consent for any steps that the Company may be required to take including the Actions stated above and such confirmations, consents and no objections shall be deemed to be in full force unless cancelled by us in writing prior to such date. Our consent and approval given hereunder shall supersede all covenants and conditions that may be stipulated in the Loan Documentation. We confirm that any action or other step taken by the Company in connection with the proposed Offer would not constitute an event of default under the Loan Documentation.

The above consents, no-objections 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 or enhancements availed of by the Company from us or renewal of existing facilities. This consent may be deemed to be in full force until the date of the listing and commencement of trading of the Equity Shares on the stock exchanges, unless cancelled by us in writing prior to such date. We confirm that we will immediately inform the Company and the BRLMs of any change to the above information until the Equity Shares commence trading on the stock exchanges pursuant to the Offer. In the absence of any such communication, the above information should be taken as updated information until the Equity Shares list and commence trading on the stock exchanges pursuant to the Offer.

We also agree to keep the contents of this letter strictly confidential.

Sincerely,

Mohit Parihar For HDFC Bank

(Authorised Signatory)

Name: Mohit Parihar

Designation: Relationship Manager



SCHEDULE I

List of loans/credit facilities availed by the Company:

Sr N o.	Date of the loan agreem ent/san ction letter	Nature of facility	Tenure of facility	Secured / Unsecur ed	Amount sanctione d (in Rs. million)	Amount availed as on [11 th Jan 2022] (in Rs. million)	Amount Outstanding as on [11 th Jan 2022] (in Rs. million)	Inter est (%)
1.	6 th Jan. 2022	CC/ EPC/ WCDL/ WCL	1Y for CC Max 180 days for EPC/ WCDL/ WCL	Secured	150	Nil	Nil	5.50%
2.	6 th Jan. 2022	Term Loan	3 Years and 6 months	Secured	250	Nil	Nil	5.50%