Date: 18/12/2025

To,

The Board of Directors
Om Galaxy Limited
4/5/6 Blue Chip no 5, Industrial Estate,
Sativali road, Village Valiv,
Vasai, Thane, Maharashtra-401208, India
(hereinafter referred to as the "**Company**")

Sub: No objection certificate for the proposed SME Initial Public Offering of Equity Shares of face value of Rs. 10 each (the "Equity Shares") of Om Galaxy Limited (the "Company" and such offer, the "Issue")

Dear Sir(s),

With reference to the financial facilities availed by the Company from us pursuant to the terms of the Loan Documentation and as set out in **Schedule A** to this letter (the "**Loans**) and to your letter/ e-mail dated 12/09/2025, you have informed us that the Company proposes to undertake certain fund raising actions, including the proposed initial public offering of its equity shares ("**Equity Shares**" and such offering, the "**Issue**"), which may comprise a fresh issue of Equity Shares by the Company ("**Issue**") and proposes to file Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus and any other documents issued by the Company in relation to the Issue, (the "**Issue Documents**") to be filed by the Company with the SME Platform of BSE Limited ("**Stock Exchange**"), the Securities and Exchange Board of India ("**SEBI**"), and the Registrar of Companies, Maharashtra at Mumbai ("**RoC**") in relation to the Issue.

We are aware that the Issue may involve or may require the Company to undertake several steps in compliance with applicable laws and as considered appropriate by the Company such as changes to the capital structure, memorandum and articles of association, composition and constitution, shareholding pattern, change in management including key managerial personnel, dilution of the current shareholding of the promoters and members of the promoter group of the Company, imposing lock-in on the shareholding of the promoter(s) and other shareholders of the Company, utilization of the proceeds of the Issue in a manner as may be determined by the Company, including but not limited to payment / repayment of loan, capital expenditure, and/or any other action as may be considered necessary by the Company in order to facilitate and undertake the Issue (together, the "**Actions**").

In this regard, we, **Axis Bank Limited** hereby provide our consent to include our name as the lender to the Company in the Issue Documents and hereby give our waiver, unconditional approval and consent to and declare that we have no objection to the Company undertaking the Issue and the Company doing all acts and deeds and executing all other documents, forms as may be required in connection with the Issue and completion thereof in compliance of applicable laws and considered necessary by the Company, including but not limited to any of the Actions.

Further, we agree and confirm with respect to any future documentation *vis-à-vis* the sanction letter issued by us, this approval shall be deemed to be approved *vis-à-vis* all the covenants captured / to be captured in the loan document, if any.

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

1. The Loans constitute all the outstanding borrowings and sanctioned facilities that the Company has currently availed from us and the loan documentation governs all such credit facilities;

2. The accounts of the Company held with us are regular and satisfactorily performing and the Company has never defaulted in repayment of any loan taken from us or payment of interest thereon, and there has been no rollover or re-scheduling or restructuring or acceleration of such loans or other credit facilities or any event of default or acceleration under any loan documentation entered by the Company with respect to the Loans;

AXIS BANK LIMITED CPC MUMBAI THANE

365061

3. There is no pending litigation, dispute, notice, show-cause notice, attachment orders initiated or issued by us against the Company or against any of the directors or promoters of the Company till date;

4. We have not, until date, (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 in connection with the Loan Documentation; or (b) 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 entered by the Company with respect to the Loans 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; and there has been no rescheduling or restricting of any loans; and

5. The Company has complied with and is not, nor has in the past been, in breach of any of the terms, conditions, representations, warranties and covenants in relation to the Loans (including those relating to maintenance of certain financial ratios) 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.

6. There has been no moratorium pursuant to COVID-19 Schemes of RBI or otherwise;

7. We have not declared the Company, its promoters or directors as wilful defaulters and there has been no CIBIL Suit filed against the Company, its promoters or directors.

Our consent and approval given hereunder shall supersede all covenants and conditions that may be stipulated in any loan agreements and related agreements that the Company has entered into with us.

The contents of this letter can be relied upon by the Company, the Book Running Lead Manager and the Legal Counsel pursuant to the proposed Issue and we undertake to immediately intimate the Company in case of any changes to the above. In the absence of any such communication, you may assume that there is no change in respect of the matters covered in this certificate.

We hereby consent to the submission of this letter as may be necessary to the SEBI, the RoC, the Stock Exchange and any other regulatory authority and/or for the records to be maintained by the Book Running Lead Manager including the repository system of SEBI and in accordance with applicable law.

We confirm that the information and confirmations set out in this letter are true, correct, adequate, not misleading in any material respect and do not omit to state a material fact necessary in order to make the statements herein, in the light of the circumstances under which they were made, not misleading.

We hereby consent that this letter be disclosed by the Book Running Lead Manager, 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.

All capitalized terms used herein but not defined shall have the same meaning as ascribed to them in the Issue Documents.

This certificate is issued at the specific request of the above constituent and without any risk and responsibility on the part of our Bank or any of its officials, in any respect whatsoever, more particularly either as a guarantor or otherwise.

Notwithstanding the aforesaid. the Company shall continue to be liable in respect of the facilities availed from the Bank.

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GD FLR SHOP NO 7 8 ACCEL HOUSE PLOT NO A 125 A 126 AND A125 PT ROAD NO 22
MIDC WAGLE INDUSTRIAL AREA WAGLE ESTATE THANE Kalyan . Maharashtra .
India 421605
REGISTERED OFFICE : "Trishul" - 3rd Floor Opp. Samartheswar Temple, Near Law Garden, Ellisbridge, Ahmedabad - 380006. Telephone No. 079-26409322 Fax No. - 079-26409321
CIN: L65110GJ1993PLC020769 Website - www.axisbank.com

AXIS BANK

Yours faithfully,

For Axis Bank Limited

Authorized Signatory
Name: Ashish Kumar Dubey (345061)
Designation: Manger (SBB – Operations)

Copy to:

Book Running Lead Manager to the Issue

Indorient Financial Services Limited
B/805, Rustomjee Central Park,
Andheri Kurla Road, Chakala,
Mumbai – 400093, Maharashtra, India

Legal Advisor to the Issue

Khaitan & Khaitan
Solicitors & Advocates
A-38, Kailash Colony
New Delhi – 110048, India

Schedule A

		Outstanding amount as on 30/11/2025				
No.	Particulars of Loan Facility	Sanctioned Amount (₹)	Principal Amount	Interest and other amounts	Total	Rate of Interest / Commission
Secured						
Non-Fund-Based Facility						
1	NIL	NIL			NIL	NIL
Fund Based Facility						
1	SBB – Industrial Equipment Finance (Floating)	1,70,85,000	1,64,76,948		1,64,76,948	8.05
2	SBB – Industrial Equipment Finance (Floating)	5,12,41,500	5,01,47,239		5,01,47,239	8.05
3	SBB – Industrial Equipment Finance (Floating)	2,71,69,500	2,39,30,355		2,39,30,355	8.05
Total		9,54,96,000	9,05,54,542		9,05,54,542	
Unsecured						
Fund Based Facility						
1	NIL	NIL			NIL	NIL
		NIL			NIL	NIL
Non-Fund Based Facility						
1	NIL	NIL			NIL	NIL
Total		9,54,96,000	9,05,54,542		9,05,54,542	

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