

Independent Auditor's Certificate on the utilisation of loan for the purpose availed

To

The Board of Directors

JSW Cement Limited
JSW Centre, Bandra Kurla Complex,
Bandra (East),
Mumbai, Maharashtra – 400051.

Dear Sirs / Madam,

1. This certificate is issued in accordance with the terms of our agreement dated July 4, 2025.
2. In connection with the proposed public offering of equity shares (the "Offer") of JSW Cement Limited (the "Company"), the Company is required to obtain a certificate from the Statutory Auditors, with regard to the utilisation of loans taken by the Company, for the purpose availed, as required by Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "ICDR Regulations").
3. The accompanying statement of utilisation of loan as at March 31, 2025 for the purpose availed by the Company (the "Statement"/"Annexure") is prepared by the Management of the Company, which we have initialed for identification purposes only.

Management's Responsibility for the Statement

4. The preparation of the accompanying Statement is the responsibility of the Management of the Company including the maintenance of all accounting and other relevant supporting records and documents. This responsibility includes collecting, collating, validating and designing, implementing and maintaining internal control relevant to the preparation and presentation of the Statement, and applying an appropriate basis of preparation; and making estimates that are reasonable in the circumstances.
5. The Management is also responsible for ensuring:
 - a. the utilisation of loan for the purpose availed;
 - b. completeness and accuracy of the details provided in the attached Statement; and
 - c. compliance with the requirements of the ICDR Regulations.

Auditor's Responsibility

6. Pursuant to the requirements of Clause (9)(A)(2)(b) of Part A of Schedule VI of the ICDR Regulations, it is our responsibility to obtain limited assurance and conclude as to whether the financial information provided in the Statement is in agreement with
 - the audited consolidated financial statements as at and for the years ended March 31, 2025 and March 31, 2024 and underlying audited books of accounts and other records for the period from April 1, 2023 to March 31, 2025; and
 - the report dated August 01, 2025 issued by the previous auditors as per Appendix I to this report.
7. The audited consolidated financial statements as at and for the years ended March 31, 2025 and March 31, 2024 referred to in paragraph 6 above, have been audited by us on which we issued an unmodified audit opinion vide our report dated May 16, 2025 and May 21, 2024 respectively. Our audit of these financial statements was conducted in accordance with the Standards on Auditing specified under Section 143(10) of the Companies Act, 2013. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. Our audits were not planned and performed in connection with any transactions to identify matters that may be of potential interest to third parties. Our report includes the following Other Matter paragraph:



"Other Matter

We did not audit financial statements of certain subsidiaries whose share of total assets, total revenues, net cash inflow/(outflow) and Group's share of (loss) in an associate and 2 joint ventures included in the Consolidated Ind AS Financial Statements as at and for the years ended March 31, 2025 and 2024, respectively, is tabulated below, which have been audited by other auditors, and whose reports have been furnished to us by the Company's management and our opinion on the Consolidated Ind AS Financial Statements, in so far as it relates to the amounts and disclosures included in respect of these subsidiaries, associate and joint ventures, is based solely on the reports of the other auditors:

Particulars	(Rs. in millions)	
	As at / for the year ended March 31, 2025	As at / for the year ended March 31, 2024
No. of subsidiaries	4	3
Total assets	20,163.01	17,742.13
Total revenue	6,220.31	5,446.85
Net cash inflow/(outflow)	(248.84)	210.78
Share of (loss)	(984.73)	(820.28)

Our opinion on the consolidated financial statements above and our report on Other Legal and Regulatory Requirements below, is not modified in respect of the above matters with respect to our reliance on the work done and the reports of the other auditors."

8. The Consolidated Ind AS Financial Statements as at and for the years ended March 31, 2023 and March 31, 2022 have been audited by the previous auditors (the "Previous Auditors") and we assume no responsibility for the audit and the reports of the Previous Auditors dated June 2, 2023 and May 4, 2022, respectively, which reports are unmodified, has been furnished to us by the Management of the Company.
9. We conducted our procedures on the Statement in accordance with the Guidance Note on Reports or Certificates for Special Purposes (Revised 2016) issued by the Institute of Chartered Accountants of India. The Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by the Institute of Chartered Accountants of India.
10. We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements.
11. A limited assurance engagement includes performing procedures to obtain sufficient appropriate evidence to form a conclusion on the reporting criteria mentioned in Paragraph 6 above. The procedures performed vary in nature and timing from, and are less extent than for, a reasonable assurance and consequently, the level of assurance obtained is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.
12. We performed the following procedures on the Statement (Table A) and included our findings:
 - A. For the period April 1, 2023 to March 31, 2025:
 - a. Obtained the details of loans availed by the Company from the management of the Company;
 - b. Obtained the bank statements of the Company from April 1, 2023 or the date on which the loans set forth in the Table A(i) of the Statement were drawn down, as indicated therein, whichever is later, to March 31, 2025 and traced the loan drawdown amounts mentioned in the Statement to the bank statement of the Company for such period and found such amounts to be in agreement;



- c. Obtained the details of utilisation of loan availed and traced the amount of utilisation of loan mentioned in Table A(i) of the Statement to the books of accounts of the Company for the period from April 1, 2023 or the date on which the loans set forth in the Statement were drawn down, as indicated therein, whichever is later, to March 31, 2025 and found such amounts to be in agreement;
 - d. Traced the outstanding balance of loans as at March 31, 2025 as set forth in Table A(i) and Table A(ii) of the Statement with amounts appearing in the audited books of accounts of the Company as at March 31, 2025 and found such amounts to be in agreement;
 - e. We have not traced individual transactions forming part of such Schedule to the books of account of the Company;
 - f. Re-computed the mathematical accuracy of the Statement and found it to be correct; and
 - g. Conducted relevant management inquiries and obtained necessary representation.
- B. For the period April 1, 2021 to March 31, 2023 (Refer Table B of the Statement):
- a. Obtained and read the report on statement of utilisation of loan as at March 31, 2023 for the purpose availed by the Company, issued by the Previous Auditors of the Company, which is attached herewith in Appendix I. We assume no responsibility for the procedures performed and the report of the Previous Auditors dated August 01, 2025, which report has been furnished to us by the Management of the Company.

13. We have no responsibility to update this certificate for events and circumstances occurring after the date of this certificate.

Conclusion

14. Based on our examination as above, and the information and explanations given to us and based on the consideration of the report of the Previous Auditors referred in paragraph 12(B)(a) above, nothing has come to our attention that causes us to believe that the financial information provided in the Statement are not in agreement with the books of accounts and other records for the period from April 1, 2021 or the date on which the loans set forth in the Statement were drawn down, as indicated therein, whichever is later, to March 31, 2025. We have relied upon the report issued by the Previous Auditors on statement of utilisation of loan as at March 31, 2023 for the purpose availed by the Company, which is attached herewith as Appendix I.

Restriction on Use

15. This certificate is addressed to and provided to the Board of Directors of the Company solely for the purpose of further submission to the Registrar of Companies, Maharashtra at Mumbai ("ROC"), Securities and Exchange Board of India, BSE Limited and National Stock Exchange of India Limited or any other regulatory authorities in India and should not be used by any other person or for any other purpose except that this report can be shared with the book running lead managers and the legal advisors involved in the Issue. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this certificate is shown or into whose hands it may come without our prior consent in writing.

For **Deloitte Haskins & Sells LLP**
Chartered Accountants
(Firm's Registration No. 117366W/W-100018)



Mehul Parekh
Partner

(Membership No. 121513)
UDIN: 25121513BMLFNK7448

Place: Mumbai
Date: August 01, 2025



Annexure I

A. Statement of utilisation of loan availed and utilized in the financial years ended March 31, 2025 and March 31, 2024

i. Loan availed and utilised during the years ended March 31, 2025 and March 31, 2024 and outstanding as on March 31, 2025

Rs. in millions										
Name of the lender	Nature of loan and date of the loan agreement	Rate of Interest (% per annum)	Prepayment condition / Penalty	Tenor / Date of Repayment	Purpose as mentioned in the sanction letter/ loan agreement	Amount sanctioned as per Sanction Letter	Date of Drawdown	Amount of Drawdown	Amount utilised from date of drawdown till March 31, 2025	Amount outstanding as at March 31, 2025*
Union Bank of India	Term Loan : 19.09.2024	Three month MCLR (i.e. currently 8.55) + spread 35 bps (At present effective interest rate is 8.90%)	Prepayment premium of 0.5% plus GST of principal amount of loans prepaid (Refer note 1)	27 structured quarterly instalments starting from 31 st December 2024 and ending on 30 th June 2031	Refinancing of previous facilities of Yes Bank and South Indian Bank**	3500.00	25.10.2024 20.12.2024	1000.0 2451.0	3451.0	3352.11
Axis Bank	Term Loan: 19.09.2024	Repo Rate (i.e. currently 6.50%) +spread of 240 bps.(At present effective interest rate is 8.90%)	Prepayment premium of 0.5% principal amount of loans prepaid (Refer note 2)	27 structured quarterly instalments starting from 31 st December 2024 and ending on 30 th June 2031	Refinancing of previous facilities of Yes Bank and South Indian Bank**	1000.0	25.10.2024 20.12.2024	499.6 486.4	986.0	958.0

* Company may repay/prepay, all or a portion of, any or all of the above borrowings, from the proceeds of the Offer

** Refer Part B below for the purpose for which original loan from Yes Bank and South Indian Bank was availed and refinanced from loan availed from Union Bank of India & Axis Bank.

Note:-

1. **Union Bank- Term Loan-** Entitled to levy prepayment premium of 0.50% of amount prepaid except in cases below

	Term Loan 23.12.2022	Interest rate is 9.26	1% on the prepaid amount	December 23, 2024	General Corporate Purpose	1,500.00	23.12.2022	1,500.00	1,500.00	1,500.00
The South Indian Bank Limited		Repo Rate (i.e. Currently 6.50) + Spread of 225 bps. At present effective interest rate is 8.75								

* Refinancing of previous debt facilities availed including for capital expansion for cement plants at Nandyal, Andhra Pradesh Salboni, West Bengal, Vijayanagar, Karnataka, Dolvi, Maharashtra and Jajpur, Odisha.

Notes: -

1. Axis Bank Limited

- In case of prepayment, the lender will be entitled to prepayment premium of 1% of the amount prepaid, except in cases mentioned below:
- If the prepayment is made pursuant to written instructions of Axis Bank in which case no prior notices will be required from the Borrower for prepayment.
 - If the prepayment is made out of internal accruals/IPO proceeds/any kind of equity infusion from non-promoter Group entity/permitted mezzanine debt, provided the Borrower has provided a prior written notice of not less than 15 business days.
 - In the event the interest/spread reset is not acceptable to the Borrower, the Borrower shall have option to prepay the loan, in full or in part within 90 days of the reset date.

2. Canara Bank

1% of the prepaid amount (loans prepaid from own sources will not attract prepayment / pre- closure charges).

Provided that no prepayment penalty would be payable to the Lenders:

- If the pre-payment is effected at the instance of the lenders or as provided in the term sheet.
- If it is out of the internal accruals of the Borrower or through proceeds of Equity infusion by the Promoter / Promoter Group, or from proceeds of IPO of the Borrower, provided that the Borrower has provided a prior written notice of not less than thirty (30) days of its intention to make such prepayment.
- If the Interest Reset (or Effective Rate) is not acceptable to the Borrower. The Borrower may prepay the Loan within 90 days from the reset date, by giving a prior written notice to the Facility Agent of at least 15 (fifteen) Days. Between the notice of prepayment and the actual prepayment date, the Borrower shall make the then applicable revised/reset interest rate.
- or, within ninety (90) days after the anniversary/reset date, by providing a prior written notice fifteen days (15) of its intention to the prepayment. It may then prepay the Facility during the period not later than 90 days from the anniversary/Reset date.

B. Statement of utilisation of loan availed and utilized in the financial years ended March 31, 2023 and March 31, 2022, and outstanding as at March 31, 2023, which are proposed to be repaid/pre-paid, in full or in part, from the proceeds of the Offer:

Name of the lender	Nature of loan and date of loan agreement	Rate of Interest (% per annum)	Prepayment condition / Penalty (Refer Note 1, 2, 3 & 4)	Tenor / Date of Repayment	Purpose as mentioned in the sanction letter / loan agreement	Amount sanctioned as per Sanction Letter	Date of Drawdown	Amount of Drawdown	Rs. in million	
									Amount utilised from date of drawdown till March 31, 2023	Amount outstanding as at March 31, 2023
Axis Bank Limited	Rupee Term Loan 28.09.2022	12 Month T-Bill (Currently at 6.64%) + spread 98 bps. At Present effective interest rate is 7.62%	prepayment premium of 1% of the amount prepaid	To be repaid in 65 instalments with the first instalment starting from November 30, 2022 and ending on May 31, 2028	Takeover of the existing term Debt*	11,200.00	30.09.2022 22.12.2022 28.12.2022 29.12.2022 02.01.2023	3,134.25 833.48 4,259.08 361.66 1,352.33	9940.80	9,043.31
Canara Bank	Rupee Term loan 08.03.2022	One Year MCLR (Currently at 9.10%)	1% of the prepaid amount	To be repaid in 20 structured quarterly instalments with the first instalment starting from June 30, 2022 and ending on March 31, 2027	General Corporate Purpose including augmenting Net Working Capital, Capex	5,000.00	15.03.2022 11.04.2022	3,500.00 1,500.00	5,000.00	4,183.98
Indian Bank	Corporate Loan 08.02.2023	One Year MCLR (i.e. currently 9.10%) + spread 25bps. At present effective interest rate is 9.35.	prepayment premium of 0.50% of the amount prepaid	To be repaid in 18 structured quarterly instalments with the first instalment starting from September 30, 2023 and ending on December 31, 2027	General Corporate Purpose	3,000.00	16.02.2023 06.03.2023 27.03.2023	1,000.00 1,000.00 1,000.00	3,000.00	3,000.00
Kotak Mahindra Bank Limited	Term Loan 03.06.2022	One Year MCLR (i.e. currently 9.50%) + spread 5 bps. At present effective interest rate is 9.55	Prepayment permitted with 90 days' notice to Lender	To be repaid in 20 structured quarterly instalments with the first instalment starting from September 7, 2023 and ending on June 7, 2028	For Fresh Capex and reimbursement of capital expenditure being undertaken at Nandyal plant	2,500.00	09.06.2022 15.06.2022	570.00 1,924.10	2,500.00	2,500.00
YES Bank Limited	Rupee Term Loan 20.12.2021	3 Month T-Bill (i.e. Currently 6.93%) + Spread 233 bps. At present effective	2.00 % of the prepayment amount	December 29, 2024	Debottlenecking Capex, Long term Working Capital	3,000.00	29.12.2021	3,000.00	3,000.00	3,000.00

- a. If the prepayment is made pursuant to written instructions of Lenders in which case no prior notice will be required from the Borrower for prepayment
- b. If the prepayment is made out of the internal accruals/ IPO proceeds/ Rights issue/ any kind of equity infusion from non- promoter group entity / permitted mezzanine debt, provided the Borrower has provided a prior written notice of not less than 30 days.
- c. In the event the interest/spread reset is not acceptable to the Borrower, the Borrower shall have the option to prepay the loan, in full or in part within 90 days of the reset date by providing a prior written notice of 30 days.

2. **Axis Bank- Term Loan-** Entitled to levy prepayment premium of 0.50% of amount prepaid except in cases below

- a. If the prepayment is made pursuant to written instructions of Lenders in which case no prior notice will be required from the Borrower for prepayment
- b. If the prepayment is made out of the internal accruals/ IPO proceeds/ Rights issue/ any kind of equity infusion from non- promoter group entity / permitted mezzanine debt, provided the Borrower has provided a prior written notice of not less than 30 days.
- c. In the event the interest/spread reset is not acceptable to the Borrower, the Borrower shall have the option to prepay the loan, in full or in part within 90 days of the reset date by providing a prior written notice of 30 days.

ii. **Loans availed and utilized during the prior years and outstanding as on March 31, 2025**

Rs. in millions		
Name of the lender	Nature of Loan	Amount outstanding as at March 31, 2025*
Axis Bank	Term Loan	3,824.84
Indian Bank	Corporate Loan	2,400.00
Kotak Mahindra Bank Limited	Term Loan	1,843.75
Canara Bank	Rupee Term Loan	2,160.50

* **Company may repay/prepay, all or a portion of, any or all of the above borrowings, from the proceeds of the Offer.**



3. Indian Bank – Corporate Loan

In case of prepayment, the lender will be entitled to prepayment premium of 0.50% of the amount prepaid (Post lock in period i.e. up to 31.03.2024), except in cases mentioned below:

- a. If the prepayment is effected at the instance of the lenders.
- b. If the prepayment is made out of internal accruals/IPO proceeds/any kind of equity infusion from non-promoter Group entity/permitted mezzanine debt, provided the Borrower has provided a prior written notice of not less than 15 days.
- c. In the event the interest/spread reset is not acceptable to the Borrower, the Borrower shall have option to prepay the loan, in full or in part within 90 days of the reset date by providing 15 days' prior written notice.
- d. Within 90 days after the anniversary date, by providing 15 days' prior written notice in part or in full.

4. The South Indian Bank Limited

- a. Nil, if the limits are prepaid or pre-closed out of surplus funds.
- b. Nil, if the limits are prepaid or pre-closed by giving 15 days' notice in case the interest rate is not acceptable to them. (at the time of interest resets).
- c. In all other cases, 1% on the prepaid amount.

For and behalf of **JSW Cement Limited**



Narinder Singh Kahlon
Director – Finance & Commercial



Place: Mumbai
Date: 1st August, 2025

