

Date: 03.09.2021

To

**The Board of Directors,
Radiant Cash Management Services Limited**
Radiant Building, 4/3 Raju Nagar, First Street,
Okkiyam Thoraipakkam,
Old Mahabalipuram Road, (OMR)
Chennai – 600 096

Dear Sir,

Re: Proposed initial public offering of equity shares (“Equity Shares”) of Radiant Cash Management Services [Private] Limited (the “Company”)

We refer to your letter dated 27.08.2021 in relation to the captioned subject matter (the “Letter”) and to the loan facilities availed by the Company from us and identified in **Annexure A** to this Letter (“Loans”). Capitalised terms which are not defined herein have the same meanings as in the Letter.

We hereby confirm that the Loan Documentation governs all Loans currently sanctioned by us in favour of the Company and that all outstanding borrowings of the Company from us are governed thereby.

We hereby give our unconditional approval and consent to the Company to proceed with and consummate the proposed initial public offering of the Equity Shares of the Company (the “Offer”) and to do all other acts, deeds and things, and execute all other documents, forms and instruments as may be required in connection with the proposed Offer, including but not limited to the following activities:

- [effecting changes in capital structure;
- effecting changes in the management of the Company, or board composition;
- effecting changes in the shareholding pattern of the Company, including shareholding of promoters and promoter group;
- amending the memorandum of association and articles of association of the Company;
- depositing application monies and proceeds from the proposed Offer in designated accounts maintained with other banks;
- including references to terms of the Loan Documentation and the facilities availed from various lenders of the Company in the Offer Documents;
- appointment of intermediaries in relation to the proposed Offer;
- using the Offer proceeds to repay/pre-pay in part or full the existing borrowings of the Company, including from other lenders; and
- undertaking any other activities as may be required in relation to the proposed Offer (collectively, “Actions”).]

Further, we hereby give our consent to our name being inserted as a banker/lender (as the case may be) to the Company, and to the disclosure of the terms and conditions of the abovementioned agreements in the draft red herring prospectus, red herring prospectus, and prospectus which will be filed with the Securities and Exchange Board of India, the Stock Exchanges, the Registrar of Companies, Tamil Nadu at Chennai and other regulatory authorities and as will be made available to prospective investors, and to do any acts, deeds and things, including the execution of any other documents, forms and instruments in connection therewith.

Ground Floor, Lancor Westminster, 108, Dr. Radha Krishnan Salai, Mylapore, Chennai – 600004, Tamil Nadu



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yestouch@yesbank.in

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Our consent and approval given in this letter satisfies all requirements with respect to the Loan Documentation to obtain consent for the Offer. Our consent given hereunder shall supersede all covenants and conditions that may be stipulated in the Loan Documentation.

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 interest or principal or breach of financial covenants or of any other provision or condition, representations or warranties, of the Loan Documentation, except as mentioned below:

NIL

- (ii) there has been no rescheduling or restructuring of any loans or credit facilities, except as mentioned below:

NIL

- (iii) we have not issued any notices of default or sought any prepayments, accelerations in repayment, lump sum payments or sought for conversion of the loan amounts into Equity Shares or invoked any of our rights in relation to the security provided in relation to the borrowings till date, except as mentioned below:

NIL

- (iv) there is no pending litigation, dispute or notice 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 Company's borrowings as on the date of this consent, except as mentioned below:

NIL

- (v) we have not declared the Company, its promoters or directors as willful defaulters.

We also hereby waive any of our rights under any Loan Documentation in relation to the Loans that may be triggered as a result of any action or other step taken in connection with the proposed Offer or that may have occurred in the past and/or that are currently subsisting. We further 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.

We represent that our execution, delivery and performance of this consent has been duly authorised by all necessary actions (corporate or otherwise). We further represent that our consent and approval given in this letter satisfies all requirements with respect to the Loan Documentation, to obtain our consent for any of the abovementioned Actions, and shall supersede all covenant and conditions that may be stipulated in the Loan Documentation that the Company has entered into with us.

We also authorise you to deliver a copy of this letter of consent to any legal/governmental/regulatory authorities as required under any applicable laws or if requested for by any such legal/regulatory/governmental authority or by court order. It is clarified that the contents of this certificate may be disclosed in any document relating to the proposed issue, including the draft red herring prospectus, red herring prospectus and the prospectus, as may be required, or appropriate in accordance with applicable laws.

We confirm that this letter can be relied on by the book running lead managers and the legal advisors in relation to the proposed Offer.



This consent and waivers granted herein may be deemed to be in full force until the date of the listing and commencement of trading of the Equity Shares allotted pursuant to the proposed Offer 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 book running lead managers of any change to the above information until the Equity Shares commence trading on the Stock Exchanges pursuant to the proposed Offer. In the absence of any such communication, the above information should be taken as updated information until the Equity Shares of the Company list and commence trading on the Stock Exchanges pursuant to the proposed Offer.

We agree to keep the information regarding the proposed Offer, the contents of the Letter and this consent granted by us strictly confidential.

Yours sincerely,

For Yes Bank Limited



Authorised Signatory



Name: Mr. Felix Jesudass

Designation: SVP, Transaction Banking Group

Enclosure: Annexure A

Annexure A

Sr. No.	Particulars of Loan Facility (including nature and date)	Sanctioned Amount (Rs.)	Outstanding Amount as on 02.09.2021			Rate of Interest (%)
			Principal Amount (Rs.)	Interests and Other Amounts (Rs.)	Total (Rs.)	
<i>Fund based facility</i>						
1.	Cash Credit	300,000,000	144,796,286	-	144,796,286	7.00% p.a.
2.	Working Capital Demand Loan	[300,000,000]*	-	-	-	-
<i>Non fund based facility</i>						
3.	Bank Guarantee – Financial	[150,000,000]	47,150,000	-	47,150,000	Not Applicable
4.	Bank Guarantee – Performance	[150,000,000]	44,000,000	-	44,000,000	Not Applicable
5.	Total	300,000,000	235,946,286	-	235,946,286	-

* [] – Indicates sublimit