



ANNEXURE II

Approval / Consent / No-objection letter from Lenders

To

Board of Directors
RKB Global Limited
Plot No. 22, Village - Zadkhair,
Vada, Palghar, Kondhale,
Thane, Wada, Maharashtra, India, 421312

Re: Proposed initial public offering of equity shares ("Equity Shares") of RKB Global Limited (the "Company")

Dear Sir / Madam,

We refer to your letter to us dated 08.01.2026 (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 (collectively, the "**Loan Documentation**").

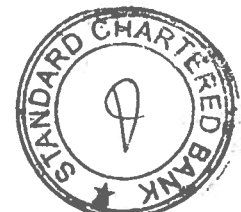
We hereby confirm that, (i) all loans and facilities currently sanctioned by us in favour of the Company, and/or (ii) all outstanding borrowings of the Company from us, are governed by the abovementioned Loan Documentation.

We understand and acknowledge that the Company is exploring options to raise additional capital, including, by way of an initial public offering of its equity shares ("**Equity Shares**"), which may comprise of a fresh issue of Equity Shares and an offer for sale of Equity Shares by certain existing shareholders of the Company (the "**Offer**", which term shall include any pre-Offer placement of equity shares that may be undertaken by the Company). We are aware that the Offer may involve or may require the Company to undertake several steps in compliance with applicable laws, rules and regulations 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, Actions 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) issue and allotment of Equity Shares, and transfer of Equity Shares in the offer for sale by certain existing shareholders of the Company;
- (ii) identification of promoters in terms of the SEBI ICDR Regulations;
- (iii) changes in the capital structure, shareholding pattern, ownership or control of the Company resulting in Promoter shareholding not lower than 53.43%;
- (iv) Changes in the management of the Company including changes in the composition of the board of directors, resignation of promoter or directors and appointment of independent directors and other directors and changes in the key managerial personnel and senior management of the Company and the terms of their appointment, including remuneration; declare dividends;
- (v) Diversify into the non-core areas, other than the current business of the Company;
- (vi) Undertake guarantee obligations or extend letter of comfort on behalf of any other company (including group companies);
- (vii) Appointment of various intermediaries including merchant bankers, syndicate members, registrars, public offer banks, escrow bank, refund banks and sponsor banks, as may be required in relation to the Offer;
- (viii) lock-in of shareholding of promoters and other shareholders, in compliance with applicable law.

((i) to (vii) above are collectively referred to as the "Actions")





We hereby convey our consent and declare that we have no objection to the Company undertaking the proposed Offer, Actions and to the Company doing all other acts and deeds, and executing all other documents, forms and instruments as may be required in connection with the proposed Offer and completion, thereof, in compliance with applicable law, including but not limited to any of the Actions.

We hereby consent to be named as a banker to the Company in any offering document, such as a draft red herring prospectus, a red herring prospectus or a prospectus, or any other document, form or instrument as may be required in connection with the proposed Offer. Attached is our duly executed consent letter to be named as a banker to the Company in the format as set forth in **Annexure III** to the Application.

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 to the 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 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.
- (ii) the accounts held by the Company with us are regular and there have been no current or past violations of any terms and conditions under the Loan Documentation and there have been no current or past defaults on account of repayment of interest or principal or of financial covenants or of any other provision or condition of the Loan Documentation and that no current or past events of default or trigger events, in relation to repayment of interest or principal or of any other provision or condition under the Loan Documentation, until date, except as mentioned below;

Nil

- (iii) no events of default or rollovers or re-schedulement or cross-default or trigger event or restructuring or accelerations of any loans or credit facilities availed by the Company from us have occurred, until date, except as mentioned below;

Nil

- (iv) we have not, until date, issued any notices of default (including cross-default), or sought any prepayments, accelerations in repayment, lump sum payment or amounts towards penalty or fines in connection with any Loan Documentation or conversion of the borrowed amounts into Equity Shares, or sought termination, suspension or cancellation of any loan or credit facilities availed by the Company, or invoked security provided pursuant to the terms and conditions of the loans or credit facilities availed by the Company from us, except as mentioned below;

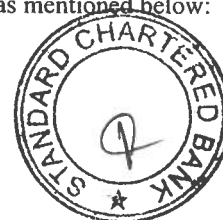
Nil

- (v) we have not invoked any guarantees extended by the Company on behalf of any other entity, except as mentioned below:

Nil

- (vi) we have not, until date, issued any notices to the Company or any of its directors or promoters / promoter group 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, except as mentioned below:

Nil





- (vii) we have not revoked any bank guarantees extended by us on behalf of the Company, except as mentioned below:

Nil

- (viii) the Company, its promoters/promoter group and its directors have not been declared as a wilful defaulter as defined under the guidelines issued by the Reserve Bank of India and have never committed wilful defaults with respect to any loans or facilities availed from us, except as mentioned below:

Nil

- (ix) 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

- (x) 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.

- (xi) 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, except as mentioned below; and

Nil

- (xii) there are no litigation / disputes / notices / show cause / attachment orders initiated by us against the Company or against any of the directors / promoters/ promoter group of the Company in relation to any of the Company's borrowings availed from us as of date and we have not threatened to commence any litigation, proceedings or disputes against the Company or any of its directors or promoters and/or promoter group as on the date of this letter, except as mentioned below.

Nil

We authorise you to deliver this letter of consent to the Registrar of Companies, Mumbai, the National Stock Exchange of India Limited and BSE Limited, the stock exchanges where the Equity Shares are proposed to be listed (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 in accordance with applicable laws.

This consent may be deemed to be in full force unless cancelled by us in writing.

This letter can be relied on by the Company, the book running lead manager to the Offer (the "BRLM"). We hereby consent to this letter being disclosed by the BRLM and the Company, 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. The consent granted herein 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.

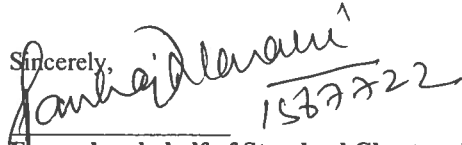


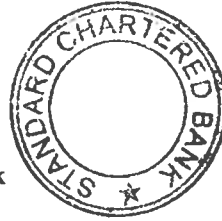


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In case of any change to the above information until the Equity Shares commence trading on the relevant Stock Exchanges pursuant to the proposed Offer we shall endeavor to inform the Company and the BRLM. We also agree to keep the contents of this letter, the Application and the Offer, strictly confidential.

It is clarified that this consent letter is being furnished at your specific request in strict confidence and without any risk and responsibility on our part or any of the Bank's officials in any respect whatsoever more particularly as a guarantor or otherwise.

Sincerely,

1537722



For and on behalf of Standard Chartered Bank

Authorised Signatory

Name: Pankaj Narain

Designation: Relationship Manager

Date: 26.02.2026

Place: Mumbai

CC:

Book Running Lead Manager

Aryaman Financial Services Limited

60, Khatau Building,

Gr. Floor, Alkesh Dinesh Modi Marg,

Fort, Mumbai - 400 001,

Maharashtra, India

Legal Counsel to the Offer

Messrs. Kanga and Company,

Advocates and Solicitors

Readymoney Mansion,

43, Veer Nariman Road,

Fort, Mumbai - 400 001.

Standard Chartered Bank

1st Floor, 90 Mahatma Gandhi Road,
Fort, Mumbai - 400 001, India

Standard Chartered Bank is incorporated in England with limited liability by Royal Charter 1853 Reference Number ZC18. The Principal Office of the Company is situated in England at 1 Basinghall Avenue, London. EC2V 5DD. Standard Chartered Bank is authorised by Prudential Regulation Authority and regulated by Financial Conduct Authority and Prudential Regulation Authority



SCHEDULE I

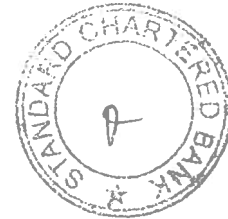
List of loans/credit facilities availed by the Company:

S r. N o .	Date of the loan agreement/sanction letter	Nature of facility	Tenure of facility	Secured/Unsecured	Amount sanctioned (in Rs. mn)	Amount availed as on [●] (in Rs. mn)	Amount Outstanding as on [●] (in Rs. mn)	Interest (%)
1.	23.09.2025	Cash Credit/Overdraft	1 day	Secured	100.0	100.0	100.0	8.99%
2.	23.09.2025	Letter of credit	90 days	Secured	250.0	150.0	75.78	1.0%
3.	23.09.2025	Cash Credit/Overdraft *	1 day	Secured	100.0	100.0	99.5	8.99%
4.	23.09.2025	Purchase invoice financing*	90 days	Secured	100.0	100.0	73.38	9.0%

*Kindly note that Cash credit of INR 100 mio and Purchase invoice financing limit of INR 100 Mio are inner limit to letter of credit of INR 250 mio .The limits mentioned above are sanctioned for 12 months

Guarantees extended by the Company

Nil





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ANNEXURE III

Date: 26.02.2026

To,

The Board of Directors
RKB Global Limited
Plot No. 22, Village - Zadkhair, e,
Vada, Palghar, Kondhale,
Thane, Wada, Maharashtra, India, 421312

(the "Company")

Dear Sir/Madam,

Sub: Proposed initial public offering of equity shares of face value of ₹ 10 each (the "Equity Shares") of RKB Global Limited (the "Company" and such offer, the "Offer")

We, Standard Chartered Bank, consent to our name and the details mentioned herein being inserted as a Banker to the Company in the draft red herring prospectus (the "DRHP"), red herring prospectus (the "RHP") and the prospectus (the "Prospectus") (collectively, the "Offer Documents") which the Company intends to file, with the Securities and Exchange Board of India ("SEBI"), Registrar of Companies, Mumbai (the "RoC") and the stock exchanges where the Equity Shares are proposed to be listed (the "Stock Exchanges") and any other documents in relation to the Offer.

We hereby authorise you to deliver this consent letter to SEBI, the Stock Exchanges, the RoC and any other regulatory authorities as may be required. The following details with respect to us may be disclosed in the Offer Documents and any other documents in relation to the Offer

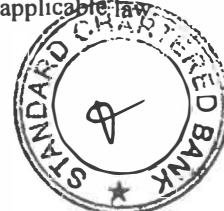
Logo: Standard Chartered Bank
Name: Standard Chartered Bank
Address: 90 MG Road, Fort, Mumbai-1
Telephone Number(s): 9619751993
Contact Person: Pankaj Narain
Website: www.sc.bank.in
Email: Pankaj.Narain@sc.com

We agree to keep information regarding the Offer strictly confidential.

We further confirm that the above information in relation to us is true and correct, adequate and not misleading in any respect and without omission of any matter that is likely to mislead, and adequate to enable investors to make a well-informed decision.

We confirm that we will immediately communicate any changes in writing in the above information to the book running lead manager to the Offer ("Book Running Lead Manager") until the date when the Equity Shares commence trading on the Stock Exchanges. In the absence of any such communication from us, the Book Running Lead Manager and the legal counsel in relation to the Offer, can assume that there is no change to the above information until the Equity Shares commence trading on the Stock Exchanges pursuant to the Offer.

This consent letter is for information and for inclusion (in part or full) in the Offer Documents or any other Offer-related material, and may be relied upon by the Company, the Book Running Lead Manager and the legal counsel appointed in relation to the Offer. We hereby consent to the submission of this consent letter as may be necessary to the SEBI, the RoC, the relevant stock exchanges and any other regulatory authority and/or for the records to be maintained by the Book Running Lead Manager and in accordance with applicable law.



Standard Chartered Bank
1st Floor, 90 Mahatma Gandhi Road,
Fort, Mumbai - 400 001, India

Standard Chartered Bank is incorporated in England with limited liability by Royal Charter 1853 Reference Number ZC18. The Principal Office of the Company is situated in England at 1 Basinghall Avenue, London, EC2V 5DD. Standard Chartered Bank is authorised by Prudential Regulation Authority and regulated by Financial Conduct Authority and Prudential Regulation Authority



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We also consent to the inclusion of this letter as a part of "Material Contracts and Documents for Inspection" in connection with the Offer, which will be available for inspection from date of the filing of the RHP until the Bid/Offer Closing Date.

All capitalized terms used herein and not specifically defined shall have the same meaning as ascribed to them in the Offer Documents, as the case may be.

Yours faithfully,

Pankaj Narain
1567722

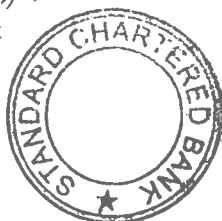
For and on behalf of Standard Chartered Bank

Authorized signatory

Name: Pankaj Narain

Designation: Relationship Manager

Date: 26.02.2026



Cc:

Aryaman Financial Services Limited

60, Khatau Building,
Gr. Floor, Alkesh Dinesh Modi Marg,
Fort, Mumbai - 400 001,
Maharashtra, India

Legal Counsel to the Offer

Messrs. Kanga and Company,

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