

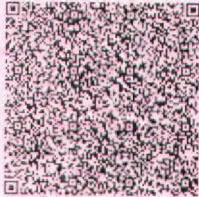


सत्यमेव जयते

INDIA NON JUDICIAL Government of Punjab

e-Stamp

Certificate No. : IN-PB75986298637308W
 Certificate Issued Date : 10-Jan-2024 11:52 PM
 Certificate Issued By : pbakvermau
 Account Reference : NEWIMPACC (SV)/ pb7091004/ JALANDHAR/ PB-JL
 Unique Doc. Reference : SUBIN-PBPB709100453128185664427W
 Purchased by : CAPITAL SMALL FINANCE BANK LTD
 Description of Document : Article 34 Indemnity Bond
 Property Description : Not Applicable
 Area of Property : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : CAPITAL SMALL FINANCE BANK LTD
 Second Party : LINK INTIME INDIA PRIVATE LIMITED AND OTHERS
 Stamp Duty Paid By : CAPITAL SMALL FINANCE BANK LTD
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)
 Social Infrastructure Cess(Rs.) : 0
 (Zero)
 Total Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



This stamp paper forms an integral part of the amendment agreement to the registrar agreement dated January 15, 2024 entered into by and among Capital Small Finance Bank, the Selling Shareholders listed in Schedule V and Link Intime India Private Limited

RD 0026765030

Statutory Note

1. The authenticity of this Stamp Certificate should be verified at www.india-stamps.com or using e-Stamp Mobile App or e-Stamp Kiosk.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App/ Kiosk should be reported.
3. The onus of checking the legitimacy is on the users of the Certificate.
4. In case of any discrepancy please info in the Competent Authority.



INDIA NON JUDICIAL
Government of Punjab

e-Stamp

Certificate No. : IN-PB75986140125164W
Certificate Issued Date : 10-Jan-2024 11:51 PM
Certificate Issued By : pbakvema
Account Reference : NEWIMPACC (SV)/ pb7091004/ JALANDHAR/ PB-JL
Unique Doc. Reference : SUBIN-PBPB709100453128435083638W
Purchased by : CAPITAL SMALL FINANCE BANK LTD
Description of Document : Article 5 Agreement or Memorandum of an Agreement
Property Description : Not Applicable
Area of Property : Not Applicable
Consideration Price (Rs.) : 0
 (Zero)
First Party : CAPITAL SMALL FINANCE BANK LTD
Second Party : LINK INTIME INDIA PRIVATE LIMITED AND OTHERS
Stamp Duty Paid By : CAPITAL SMALL FINANCE BANK LTD
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)
Social Infrastructure Cess(Rs.) : 0
 (Zero)
Total Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

This stamp paper forms an integral part of the amendment agreement to the registrar agreement dated January 15, 2024 entered into by and among Capital Small Finance Bank, the Selling Shareholders listed in Schedule V and Link Intime India Private Limited

RD

0026765029

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.e-stamp.com or using a Stamp Mobile App or Stock Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority

AMENDMENT TO THE REGISTRAR AGREEMENT

DATED JANUARY 15, 2024

BY AND AMONG

CAPITAL SMALL FINANCE BANK LIMITED

AND

THE SELLING SHAREHOLDERS LISTED IN SCHEDULE V

AND

LINK INTIME INDIA PRIVATE LIMITED

This **AMENDMENT TO THE REGISTRAR AGREEMENT** (the “**Amendment Agreement**”) is entered into on this 15th day of January, 2024 at Jalandhar, India among:

CAPITAL SMALL FINANCE BANK LIMITED, a company incorporated under the Companies Act, 2013, as amended and having its registered office at, Midas Corporate Park, 3rd Floor, 37, G.T. Road, Jalandhar 144 001, Punjab, India (hereinafter referred to as the “**Bank**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **FIRST PART**;

AND

THE PERSONS NAMED IN PART A OF SCHEDULE V HERETO (hereinafter referred to as the “**Investor Selling Shareholders**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **SECOND PART**;

AND

THE PERSONS NAMED IN PART B OF SCHEDULE V HERETO (hereinafter referred to as the “**Other Selling Shareholders**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **SECOND PART**;

AND

LINK INTIME INDIA PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, as amended, and having its registered office at C-101, 1st Floor, 247 Park, L. B. S. Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (hereinafter referred to as the “**Registrar**” or “**Registrar to the Offer**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **THIRD PART**.

In this Agreement:

- (i) The Investor Selling Shareholders and the Other Selling Shareholders are collectively referred to as the “**Selling Shareholders**” and individually as a “**Selling Shareholder**”
- (ii) the Registrar, the Bank and the Selling Shareholders are hereinafter individually referred to as a “**Party**” and collectively as “**Parties**”.

WHEREAS

1. The Bank hereto proposes to undertake an initial public offering of equity shares of face value of ₹10 each of the Bank (the “**Equity Shares**”) (the “**Offer**”), comprising a fresh issue of Equity Shares by the Bank (“**Fresh Issue**”) and an offer for sale of Equity Shares held by the Selling Shareholders, as set out in Annexure A (“**Offer for Sale**” and such equity shares, the “**Offered Shares**”) in accordance with the Companies Act, 2013, as amended, including any rules, regulations, clarifications and modifications thereto (“**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other Applicable Laws (as defined herein), at such price as may be determined by the Bank in consultation with Nuvama, DAM Capital, and ECPL (together, the “**Book Running Lead Managers**” or the “**BRLMs**”) through the book building process under the SEBI ICDR Regulations (the “**Offer Price**”). The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations and in “offshore transactions” (as defined in Regulation S (“**Regulation S**”) under the U.S. Securities Act of 1933, as amended (the “**U.S.**

Securities Act”) in accordance with Regulation S and (ii) outside the United States and India in “offshore transactions” (as defined in Regulation S) in accordance with Regulation S, and in each case in accordance with the Applicable Law of the jurisdictions where such offers and sales are made. The Offer may also include allocation of Equity Shares to certain Anchor Investors, as decided by the Bank, in consultation with the Book Running Lead Managers, on a discretionary basis, in accordance with the SEBI ICDR Regulations.

2. The board of directors of the Bank (“**Board**”), pursuant to a resolution dated August 11, 2023, has approved and authorized the Offer. Further, pursuant to Section 62(1)(c) of the Companies Act, the Offer has been approved by a special resolution adopted by the Shareholders of the Bank at the extraordinary general meeting of the Shareholders held on September 25, 2023.
3. The Company filed a draft red herring prospectus dated September 28, 2023 (“**DRHP**”) with the Securities and Exchange Board of India (“**SEBI**”), BSE Limited and National Stock Exchange of India Limited (together, the “**Stock Exchanges**”) and is in the process of filing the Red Herring Prospectus and the Prospectus with the Registrar of Companies, Punjab and Chandigarh at Chandigarh (the “**RoC**”).
4. Post the filing of the DRHP, each of Shardha Ram, Baldev Raj Rallan, Ram Lal and Sandeep Rallan (“**Withdrawing Parties**”) has failed to deposit their respective Offered Shares in the Share Escrow Account as required under the Share Escrow Agreement dated September 28, 2023. Accordingly, the Withdrawing Parties will not be participating in the Offer, and the Share Escrow Agreement and Offer Agreement entered into by them will each be terminated with respect to each of the Withdrawing Parties. The withdrawal of these Withdrawing Parties has been approved and taken on record by the Board of Directors vide the resolution dated January 15, 2024.
5. PI Ventures LLP vide their letter dated January 15, 2024 have withdrawn their entire portion of Offered Shares aggregating up to 337,396 Equity Shares from the Offer for Sale. Further, (i) Amicus Capital Private Equity I LLP vide their consent letter dated January 15, 2024 have modified their portion of Offered Shares from up to 604,614 Equity Shares to up to 151,153 Equity Shares and (ii) Amicus Capital Partners India Fund I vide their consent letter dated January 15, have modified their portion of Offered Shares from up to 70,178 Equity Shares to up to 17,544 Equity Shares. The withdrawal of PI Ventures LLP and modification in the Offered Shares of Amicus Capital Private Equity I LLP and Amicus Capital Partners India Fund I in the Offer for Sale have been approved and taken on record by the Board of Directors vide the resolution dated January 15, 2024.
6. Accordingly, the Parties are desirous of amending certain provisions of the Registrar Agreement to amend the reference to Other Selling Shareholders and have agreed to enter into this Amendment Agreement.

NOW THEREFORE, the Parties do hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) All capitalized terms used in this Amendment Agreement but not defined hereunder, unless the context otherwise requires, shall have the same meanings as ascribed to them under the Registrar Agreement or the DRHP, as the case may be.

- (b) Rules of interpretation set out in Clause 1 of the Registrar Agreement (*Interpretation*) shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.
- (c) This Amendment Agreement shall constitute a part of, and shall be read together with, the Registrar Agreement. All references to the Registrar Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Registrar Agreement, as amended by this Amendment Agreement. The Registrar Agreement read along with this Amendment Agreement shall constitute the entire agreement between the Parties relating to the subject matter of the Registrar Agreement and all terms and conditions of the Registrar Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended by this Amendment Agreement. Each Party hereto represents and warrants that it is duly authorized to execute and deliver this Amendment Agreement and that this Amendment Agreement constitutes a valid and legally binding agreement on its part with respect to the matters stated herein.
- (d) This Amendment Agreement shall come into effect and be binding on and from the Execution Date, until such time as the Registrar Agreement is terminated in accordance with its provisions, as amended by this Amendment Agreement.
- (e) In case of conflict between the provisions of this Amendment Agreement and the Registrar Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

2. AMENDMENTS TO THE REGISTRAR AGREEMENT

- (a) The details of PI Ventures LLP in Clause 47 of the existing Registrar Agreement shall stand to be removed owing to their withdrawal as a Selling Shareholder in the Offer for Sale.
- (b) The existing Schedule V shall be substituted with the following:

Sr. No.	Name of the Selling Shareholder	No. of Offered Shares
PART A		
Investor Selling Shareholders		
1.	Oman India Joint Investment Fund II	Up to 8,36,728 Equity Shares
2.	Amicus Capital Private Equity I LLP	Up to 151,153 Equity Shares
3.	Amicus Capital Partners India Fund I	Up to 17,544 Equity Shares
PART B		
Other Selling Shareholders		
1.	Vijay Kumar Bhandari (jointly with Sneh Bhandari)	Up to 50,000 Equity Shares
2.	Rachna Monga	Up to 30,000 Equity Shares
3.	Rashpal Singh (jointly with Surinder Kaur)	Up to 200,000 Equity Shares
4.	Nalini Rampilla	Up to 37,000 Equity Shares
5.	Kalyana Chakravarthy Pilla	Up to 49,000 Equity Shares
6.	Darshna Devi	Up to 22,704 Equity Shares
7.	Ramesh Kaur	Up to 167,200 Equity Shares

- (c) The existing Clause 50 shall be substituted with the following:

50. In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 10 (ten) Working Days of receipt of written notice of

such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) any dispute, difference or claim arises between the Parties hereto in connection with this Agreement as regards its existence, validity, interpretation, implementation, termination, enforceability, breach or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement (“**Dispute**”), the parties to the Dispute (“**Disputing Parties**”) shall attempt in the first instance to resolve such Dispute amicably through negotiations between the Disputing Parties. In the event that such Dispute cannot be resolved through negotiations within a period of thirty (30) days of commencement of negotiations on the Dispute (or such longer period as the Disputing Parties may agree in writing), then any of the Disputing Party shall, by notice in writing to each other, refer the Dispute to an institutional arbitration in India, in accordance with Clause 3(b) of the SEBI circular bearing no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, as amended pursuant to the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 and SEBI circular dated December 20, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 (“**SEBI ODR Circulars**”), which the Parties have elected to follow for the purposes of this Agreement provided that the seat of such institutional arbitration shall be Jalandhar, Punjab. Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in this Clause 50.

3. MISCELLANEOUS

- (a) The Registrar Agreement shall stand modified to the extent stated in this Amendment Agreement only with effect from the date of this Amendment Agreement. Except to the extent modified as per this Amendment Agreement, all other terms and conditions of the Registrar Agreement shall remain unchanged and shall continue in full force and shall continue to bind the Parties and be enforceable between the Parties, for the term and duration contemplated therein, in accordance with the terms thereof. No modification, alteration or amendment of Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties hereto.
- (b) This Amendment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Notwithstanding anything to the contrary contained in this Clause 3(d), this Amendment Agreement may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page.

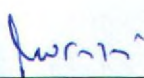
4. GOVERNING LAW

This Amendment Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India, and the courts at Jalandhar, India shall have exclusive jurisdiction in all matters arising out of this Amendment Agreement.

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE BANK, EACH SELLING SHAREHOLDER AND THE REGISTRAR.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorised signatories on the day and year first above written.

SIGNED FOR AND ON BEHALF OF CAPITAL SMALL FINANCE BANK LIMITED





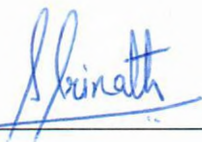
Name: **MUNISH JAIN**

Designation: **EXECUTIVE DIRECTOR**

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE BANK, EACH SELLING SHAREHOLDER AND THE REGISTRAR.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorised signatories on the day and year first above written.

SIGNED FOR AND ON BEHALF OF OMAN INDIA JOINT INVESTMENT FUND II



Name: SRINATH S.

Designation: CEO



THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE BANK, EACH SELLING SHAREHOLDER AND THE REGISTRAR.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorised signatories on the day and year first above written.

SIGNED FOR AND ON BEHALF OF AMICUS CAPITAL PARTNERS INDIA FUND I


_____ 

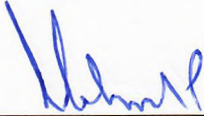
Name: Mahesh Parasuraman

Designation: Authorised Signatory

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE BANK, EACH SELLING SHAREHOLDER AND THE REGISTRAR.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorised signatories on the day and year first above written.

SIGNED FOR AND ON BEHALF OF AMICUS CAPITAL PRIVATE EQUITY I LLP



Name: Mahesh Parasuraman

Designation: Authorised Signatory

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE BANK, EACH SELLING SHAREHOLDER AND THE REGISTRAR.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorised signatories on the day and year first above written.

SIGNED FOR AND ON BEHALF OF OTHER SELLING SHAREHOLDERS

A handwritten signature in blue ink that reads "Amit Sharma". The signature is written in a cursive style and is underlined with a single horizontal line.

Name: AMIT SHARMA (POA Holder)
Designation: Company Secretary

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE BANK, EACH SELLING SHAREHOLDER AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly authorised signatories on the day and year first above written.

SIGNED FOR AND ON BEHALF OF LINK INTIME INDIA PRIVATE LIMITED

A handwritten signature in cursive script, followed by a circular embossed stamp. The signature appears to read 'Dnyanesh Gharote'. The stamp is partially legible and contains text around its perimeter.

Name: Dnyanesh Gharote

Designation: Vice President