



सत्यमेव जयते

INDIA NON JUDICIAL Government of Punjab

e-Stamp

Certificate No.	: IN-PB75986678083536W
Certificate Issued Date	: 11-Jan-2024 12:25 AM
Certificate Issued By	: pbakvema
Account Reference	: NEWIMPACC (SV)/ pb7091004/ JALANDHAR/ PB-JL
Unique Doc. Reference	: SUBIN-PBPB709100453114133617864W
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	: SELLING SHAREHOLDERS AND BR/LMS
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)



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RD 0026765082

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INDIA NON JUDICIAL Government of Punjab

e-Stamp

Certificate No. : IN-PB75986607810416W
 Certificate Issued Date : 11-Jan-2024 12:19 AM
 Certificate Issued By : pbakvema
 Account Reference : NEWIMPACC (SV)/ pb7091004/ JALANDHAR/ PB-JL
 Unique Doc. Reference : SUBIN-PBPB709100453114990966710W
 Purchased by : CAPITAL SMALL FINANCE BANK LTD
 Description of Document : Article 25 Counterpart or Duplicate
 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)



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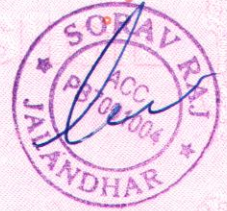
INDIA NON JUDICIAL Government of Punjab

e-Stamp

Certificate No. : IN-PB75986462134849W
 Certificate Issued Date : 11-Jan-2024 12:20 AM
 Certificate Issued By : pbakvemau
 Account Reference : NEWIMPACC (SV)/ pb7091004/ JALANDHAR/ PB-JL
 Unique Doc. Reference : SUBIN-PBPB709100453114963103200W
 Purchased by : CAPITAL SMALL FINANCE BANK LTD
 Description of Document : Article 25 Counterpart or Duplicate
 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)



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e-Stamp

Certificate No. : IN-PB75986618998574W
Certificate Issued Date : 11-Jan-2024 12:20 AM
Certificate Issued By : pbakvema
Account Reference : NEWIMPACC (SV)/ pb7091004/ JALANDHAR/ PB-JL
Unique Doc. Reference : SUBIN-PBPB709100453115056814344W
Purchased by : CAPITAL SMALL FINANCE BANK LTD
Description of Document : Article 25 Counterpart or Duplicate
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)



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INDIA NON JUDICIAL Government of Punjab

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Certificate No. : IN-PB75986621359863W
 Certificate Issued Date : 11-Jan-2024 12:21 AM
 Certificate Issued By : pbakvema
 Account Reference : NEWIMPACC (SV)/ pb7091004/ JALANDHAR/ PB-JL
 Unique Doc. Reference : SUBIN-PBPB709100453114935970200W
 Purchased by : CAPITAL SMALL FINANCE BANK LTD
 Description of Document : Article 25 Counterpart or Duplicate
 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)



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INDIA NON JUDICIAL Government of Punjab

e-Stamp

Certificate No. : IN-PB75986635152454W
 Certificate Issued Date : 11-Jan-2024 12:21 AM
 Certificate Issued By : pbakvema
 Account Reference : NEWIMPACC (SV)/ pb7091004/ JALANDHAR/ PB-JL
 Unique Doc. Reference : SUBIN-PBPB709100453114923751628W
 Purchased by : CAPITAL SMALL FINANCE BANK LTD
 Description of Document : Article 25 Counterpart or Duplicate
 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)



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INDIA NON JUDICIAL Government of Punjab

e-Stamp

Certificate No. : IN-PB75986640077431W
 Certificate Issued Date : 11-Jan-2024 12:22 AM
 Certificate Issued By : pbakvemau
 Account Reference : NEWIMPACC (SV)/ pb7091004/ JALANDHAR/ PB-JL
 Unique Doc. Reference : SUBIN-PBPB709100453114893882861W
 Purchased by : CAPITAL SMALL FINANCE BANK LTD
 Description of Document : Article 25 Counterpart or Duplicate
 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)



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Certificate No. : IN-PB75986658498171W
 Certificate Issued Date : 11-Jan-2024 12:22 AM
 Certificate Issued By : pbakvema
 Account Reference : NEWIMPACC (SV)/ pb7091004/ JALANDHAR/ PB-JL
 Unique Doc. Reference : SUBIN-PBPB709100453114886589454W
 Purchased by : CAPITAL SMALL FINANCE BANK LTD
 Description of Document : Article 25 Counterpart or Duplicate
 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)



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Certificate No. : IN-PB75986688181210W
Certificate Issued Date : 11-Jan-2024 12:26 AM
Certificate Issued By : pbakvema
Account Reference : NEWIMPACC (SV)/ pb7091004/ JALANDHAR/ PB-JL
Unique Doc. Reference : SUBIN-PBPB709100453114051364318W
Purchased by : CAPITAL SMALL FINANCE BANK LTD
Description of Document : Article 25 Counterpart or Duplicate
Property Description : Not Applicable
Area of Property : Not Applicable
Consideration Price (Rs.) : 0
 (Zero)
First Party : CAPITAL SMALL FINANCE BANK LTD
Second Party : SELLING SHAREHOLDERS AND BR/LMS
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)



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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE SHARE ESCROW AGREEMENT DATED JANUARY 15, 2024 ENTERED INTO BY AND AMONGST CAPITAL SMALL FINANCE BANK LIMITED, THE SELLING SHAREHOLDERS AND LINK INTIME INDIA PRIVATE LIMITED.

DATED JANUARY 15, 2024

AMENDMENT TO THE SHARE ESCROW AGREEMENT

BY AND AMONGST

CAPITAL SMALL FINANCE BANK LIMITED

AND

THE SELLING SHAREHOLDERS

AND

LINK INTIME INDIA PRIVATE LIMITED

This **AMENDMENT TO THE SHARE ESCROW AGREEMENT** (the “**Amendment Agreement**”) is entered into on January 15, 2024 (the “**Execution Date**”) at Jalandhar, by and amongst:

CAPITAL SMALL FINANCE BANK LIMITED, a company incorporated under the Companies Act, 1956 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

Entities listed out in **Schedule A – Part A** of the Share Escrow Agreement as amended by this Amendment Agreement, 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 its successors and permitted assigns, of the **SECOND PART**;

AND

Persons listed out in **Schedule A – Part B** of the Share Escrow Agreement as amended by this Amendment Agreement, hereinafter referred to as the “**Other Selling Shareholders**”, represented by their power of attorney holders, Mr. Munish Jain, Chief Operating Officer and Chief Financial Officer and Mr. Amit Sharma, Company Secretary and Compliance Officer, officials of the Bank, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, administrators, executors and permitted assigns, of the **THIRD 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, 247 Park, L B S Marg, Vikhroli (West), Mumbai – 400 083, Maharashtra, India (hereinafter referred to as the “**Share Escrow Agent**”), 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 **FOURTH PART**.

In this Amendment Agreement, the Share Escrow Agent, the Bank, the Investor Selling Shareholders and Other Selling Shareholders are hereinafter individually referred to as a “**Party**” and collectively as “**Parties**”. The Investor Selling Shareholders and the Other Selling Shareholders are collectively referred to as the “**Selling Shareholders**” and individually as a “**Selling Shareholder**”;

WHEREAS:

- (A) The Bank hereto proposes to undertake an initial public offering of equity shares of face value of ₹10 (the “**Equity Shares**”) each of the Bank (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 Schedule A of this Agreement (“**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 Wealth Management Limited (formerly known as Edelweiss Securities Limited), DAM Capital Advisors Limited and Equirus Capital Private Limited (together, the “**Book Running Lead Managers**” or the “**BRLMs**”) through the book building process under the Schedule XIII of the SEBI ICDR Regulations (the “**Offer Price**”). The Offer shall include offers: (i) within India, to investors who are not U.S. persons and not persons acquiring for the account or benefit of U.S. persons, in “offshore transactions”, as defined in and in reliance on Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), (ii) outside the United States to investors that are not U.S. persons nor persons acquiring for the account or benefit of U.S. persons, in “offshore transactions” as defined in and in reliance on Regulation S, and in each case in accordance with the Applicable Law of the jurisdictions where such offers and sales occur. The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the Book Running Lead Managers, on a discretionary basis, in accordance with the SEBI ICDR Regulations.

- (B) The board of directors of the Bank, 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.
- (C) 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**”).
- (D) Post the date of filing of the DRHP, Shardha Ram, Baldev Raj Rallan, Ram Lal and Sandeep Rallan (“**Withdrawing Parties**”) have 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 have been approved and taken on record by the Board of Directors vide the resolution dated January 15, 2024.
- (E) PI Ventures LLP vide their letter dated January 15, 2024 have withdrawn their entire portion of Offered Shares 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, 2024 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.
- (F) Accordingly, the Parties are desirous of amending certain provisions of the Share Escrow Agreement and have agreed to enter into this Amendment Agreement.

NOW THEREFORE, the Parties do hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this Amendment 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 Share Escrow Agreement or the DRHP, as the case may be.
- (b) Clause 1.2 of the Share Escrow 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 Share Escrow Agreement. All references to the Share Escrow Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Share Escrow Agreement, as amended by this Amendment Agreement. The Share Escrow Agreement read along with this Amendment Agreement shall constitute the entire agreement between the Parties relating to the subject matter of the Share Escrow Agreement and all terms and conditions of the Share Escrow 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 be effective upon the Execution Date.
- (e) In case of conflict between the provisions of this Amendment Agreement and the Share Escrow

Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

2. AMENDMENT TO THE SHARE ESCROW AGREEMENT

2.1. The details of PI Ventures LLP in Clause 10.1 (Notices) of the existing Share Escrow Agreement shall stand to be removed owing to their withdrawal as a Selling Shareholder in the Offer for Sale.

2.2. The existing Schedule A of the Share Escrow Agreement shall be substituted with the following, with immediate effect:

S. No.	Name of Shareholders	No. of Equity Shares offered	% of total pre-Offer paid-up Equity Share capital	Address and Contact Details	Date of consent	Date of corporate action/board resolution/power of attorney
A. Investor Selling Shareholders						
1.	Amicus Capital Private Equity I LLP	Up to 151,153	0.43	4 th floor, Rockline House 9/1 Museum Road Bangalore 560 001 Tel: 080 4631 6602 Mobile: 98672 48884 E-mail id: mahesh@amicuscapital.in	January 15, 2024	July 24, 2023
2.	Amicus Capital Partners India Fund I	Up to 17,544	0.05	c/o Amicus India Capital Partners LLP 3rd Floor, Rockline House 9/1, Museum Road Bangalore – 560 001 Tel: 080 4631 660 Email:sunil@amicuscapital.in, mahesh@amicuscapital.in	January 15, 2024	July 24, 2023
3.	Oman India Joint Investment Fund II	Up to 836,728	2.36	604/605/606, Lodha Supremus, Opposite Kamala Mills /World Tower, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013, Maharashtra Tel: 022 2421 0760 / 022 2421 00018 E-mail id: srinaths@oijif.com; ajay.limaye@oijif.com; shrikant@oijif.com	September 27, 2023	August 9, 2023
S. No.	Name of Shareholders	No. of Equity Shares offered	% of total pre-Offer paid-up Equity Share capital	Address and Contact Details	Date of consent	Power of Attorney Details
B. Other Selling Shareholders						
1.	Vijay Kumar Bhandari (jointly with Sneha Bhandari)	Up to 50,000	0.14	1704, WALLACE APTS, SLEATER ROAD, GRANT ROAD-WEST, MUMBAI, MAHARASHTRA, 400007 Tel: +91-9820426803 Email: vk_bhandari@rediffmail.com	August 11, 2023	August 11, 2023

S. No.	Name of Shareholders	No. of Equity Shares offered	% of total pre-Offer paid-up Equity Share capital	Address and Contact Details	Date of consent	Date of corporate action/board resolution/ power of attorney
2.	Rachna Monga	Up to 30,000	0.08	91, New Jawahar Nagar, Jalandhar, 144001, Punjab Tel: + 91-9878639611 Email: <i>mongarachna@hotmail.com</i>	August 04, 2023	August 04, 2023
3.	Rashpal Singh (jointly with Surinder Kaur)	Up to 200,000	0.56	HEIMDALSV EIEN, 15 3117, TONSBERG, NORWAY Tel: 0047-91809867 Email: <i>prabhjit86@gmail.com</i>	August 15, 2023	August 28, 2023
4.	Darshna Devi	Up to 22,704	0.06	GALI BABU NANAK CHAND VAKIL WALI, HOUSE NO. 80, WARD NO. 3, MANDI DABWALI, SIRSA-125104 Tel: +91-9876063350 Email: <i>CAJINDAL@GMAIL.COM</i>	August 18, 2023	August 18, 2023
5.	Nalini Rampilla	Up to 37,000	0.10	Flat No. 101, First Floor, Vamsiram Jyothi Lotus Apartments, Road No. 12, HUDA HEIGHTS, NEAR LOTUS POND, Banjara Hills, Hyderabad-500034 Tel: +91-9820939740 Email: <i>NALINI.KALYANA@GMAIL.COM</i>	August 03, 2023	August 03, 2023
6.	Ramesh Kaur	Up to 167,200	0.47	95, DEVONSHIRE ROAD, SMETHWICK, WEST MIDLANDS, B67 7QQ, U.K. Tel: +44 7459898818 Email: <i>hammysamra1995@gmail.com</i>	August 24, 2023	August 24, 2023
7.	Kalyana Chakravarthy Pilla	Up to 49,000	0.14	Flat No. 101, First Floor, Vamsiram Jyothi Lotus Apartments, Road No. 12, HUDA HEIGHTS, NEAR LOTUS POND, Banjara Hills, Hyderabad-500034 Tel: +91-9820939740 Email: <i>P.KALYANA@GMAIL.COM</i>	August 03, 2023	August 03, 2023
Total (C)		Up to 1561,329	4.41			

2.3. The existing Schedule B of the Share Escrow Agreement shall be substituted with the following, with immediate effect:

DETAILS OF THE DEMAT ACCOUNTS OF THE INVESTOR SELLING SHAREHOLDERS

Sr. No	Name of Investor Selling Shareholder	Number of Equity Shares to be deposited	Depository	Client ID	Depository Participant	DP ID	Account Name
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1.	Amicus Capital Private Equity I LLP	151,153	NSDL	11264881	HDFC Bank Limited	IN300216	Amicus Capital Private Equity I LLP
2.	Amicus Capital Partners India Fund I	17,544	NSDL	10007047	SBI - SG Global Securities Services Private Limited	IN303786	Amicus Capital Partners India Fund I
3.	Oman India Joint Investment Fund II	836,728	NSDL	10005024	SBI - SG Global Securities Services Private Limited	IN303786	Oman India Joint Investment Fund II

DETAILS OF THE DEMAT ACCOUNTS OF THE OTHER SELLING SHAREHOLDERS

Sr. No	Name of Other Selling Shareholder	Number of Equity Shares to be deposited	Depository	Client ID	Depository Participant	DP ID	Account Name
1	Vijay Kumar Bhandari (jointly with Sneh Bhandari)	50,000	NSDL	26115315	Kotak Securities Limited	IN300214	Vijay Kumar Bhandari (jointly with Sneh Bhandari)
2	Rachna Monga	30,000	CDSL	19552687	SBICAPS Securities Limited	12047200	Rachna Monga
3	Rashpal Singh (jointly with Surinder Kaur)	200,000	NSDL	10044955	Findoc Investmart Private Limited	IN304088	Rashpal Singh (jointly with Surinder Kaur)
4	Darshna Devi	22,704	NSDL	61803046	HDFC Bank Limited	IN301549	Darshna Devi
5	Nalini Rampilla	37,000	CDSL	18259800	Zerodha Broking Limited	12081600	Nalini Rampilla
6	Kalyana Chakravarthy Pilla	49,000	CDSL	18929651	Zerodha Broking Limited	12081600	Kalyana Chakravarthy Pilla
7	Ramesh Kaur	1,67,200	NSDL	10077552	Findoc Investmart Private Limited	IN304088	Ramesh Kaur

2.4. The existing Schedule K of the Share Escrow Agreement shall be substituted with the following, with immediate effect:

Sr. No	Name of Selling Shareholder	Original number of Equity Shares deposited	Depository	Client ID	Depository Participant	DP ID	Account Name
1	Amicus Capital	151,153	NSDL	11264881	HDFC	IN300216	Amicus

	<i>Private Equity I LLP</i>				<i>Bank Limited</i>		<i>Capital Private Equity I LLP</i>
2	<i>Amicus Capital Partners India Fund I</i>	<i>17,544</i>	<i>NSDL</i>	<i>10007047</i>	<i>SBI - SG Global Securities Services Private Limited</i>	<i>IN303786</i>	<i>Amicus Capital Partners India Fund I</i>
3	<i>Oman India Joint Investment Fund II</i>	<i>836,728</i>	<i>NSDL</i>	<i>10005024</i>	<i>SBI - SG Global Securities Services Private Limited</i>	<i>IN303786</i>	<i>Oman India Joint Investment Fund II</i>
4	<i>Vijay Kumar Bhandari (jointly with Sneh Bhandari)</i>	<i>50,000</i>	<i>NSDL</i>	<i>26115315</i>	<i>Kotak Securities Limited</i>	<i>IN300214</i>	<i>Vijay Kumar Bhandari (jointly with Sneh Bhandari)</i>
5	<i>Rachna Monga</i>	<i>30,000</i>	<i>CDSL</i>	<i>19552687</i>	<i>SBICAPS Securities Limited</i>	<i>12047200</i>	<i>Rachna Monga</i>
6	<i>Rashpal Singh (jointly with Surinder Kaur)</i>	<i>200,000</i>	<i>NSDL</i>	<i>10044955</i>	<i>Findoc Investmart Private Limited</i>	<i>IN304088</i>	<i>Rashpal Singh (jointly with Surinder Kaur)</i>
7	<i>Darshna Devi</i>	<i>22,704</i>	<i>NSDL</i>	<i>61803046</i>	<i>HDFC Bank Limited</i>	<i>IN301549</i>	<i>Darshna Devi</i>
8	<i>Nalini Rampilla</i>	<i>37,000</i>	<i>CDSL</i>	<i>18259800</i>	<i>Zerodha Broking Limited</i>	<i>12081600</i>	<i>Nalini Rampilla</i>
9	<i>Kalyana Chakravarthy Pilla</i>	<i>49,000</i>	<i>CDSL</i>	<i>18929651</i>	<i>Zerodha Broking Limited</i>	<i>12081600</i>	<i>Kalyana Chakravarthy Pilla</i>
10	<i>Ramesh Kaur</i>	<i>1,67,200</i>	<i>NSDL</i>	<i>10077552</i>	<i>Findoc Investmart Private Limited</i>	<i>IN304088</i>	<i>Ramesh Kaur</i>

3. MISCELANEOUS

3.1. Each Party, severally and not jointly, hereby represents and warrants to the other Party that this Amendment Agreement constitutes a valid and binding obligation of such Party enforceable against it, in accordance with the terms hereof and under applicable law. The Bank hereby represents and warrants that the Offer, is in compliance with the Companies Act, SEBI ICDR Regulations and other applicable laws.

3.2. This Amendment Agreement will be binding on and shall inure to the benefit of the Parties. Save as agreed in this Amendment Agreement, all other terms and conditions of the Share Escrow Agreement shall remain unchanged and shall continue to remain in full force and effect and binding on the Parties. This Amendment Agreement, read along with the Share Escrow Agreement, shall constitute the entire agreement between the Parties regarding the subject matter of the Share Escrow Agreement and all terms and conditions of the Share Escrow 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. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding the subject matter contained herein. No

changes or additions to, or modifications of, this Amendment Agreement shall be valid unless made in writing and signed by all the Parties hereto.

- 3.3. Any term or provision of this Amendment Agreement that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment Agreement.
- 3.4. Other than as provided in this Amendment Agreement, the Parties do not intend to confer a benefit on any person that is not a party to this Amendment Agreement and any provision of this Amendment Agreement shall not be enforceable by a person that is not a party to this Amendment Agreement.
- 3.5. 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 3.5, 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.

[Remainder of the page intentionally kept blank]

THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE AMENDMENT TO THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONGST THE BANK, EACH SELLING SHAREHOLDER AND THE SHARE ESCROW AGENT.

IN WITNESS WHEREOF, this amendment to the Share Escrow 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

Munish Jain



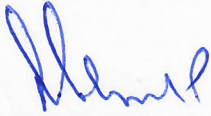
Name: MUNISH JAIN

Designation: EXECUTIVE DIRECTOR

THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE AMENDMENT TO THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONGST THE BANK, EACH SELLING SHAREHOLDER AND THE SHARE ESCROW AGENT.

IN WITNESS WHEREOF, this amendment to the Share Escrow 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



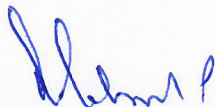
Name: Mahesh Parasuraman

Designation: Authorised Signatory

THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE AMENDMENT TO THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONGST THE BANK, EACH SELLING SHAREHOLDER AND THE SHARE ESCROW AGENT.

IN WITNESS WHEREOF, this amendment to the Share Escrow 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 INTERGRAL PART OF THE AMENDMENT TO THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONGST THE BANK, EACH SELLING SHAREHOLDER AND THE SHARE ESCROW AGENT.

IN WITNESS WHEREOF, this amendment to the Share Escrow 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.

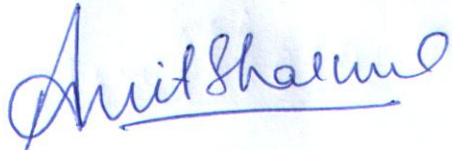
Designation:



THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE AMENDMENT TO THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONGST THE BANK, EACH SELLING SHAREHOLDER AND THE SHARE ESCROW AGENT.

IN WITNESS WHEREOF, this amendment to the Share Escrow 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



Name: _____

Amit Sharma (POA holder)

Designation: _____

Company Secretary

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONGST THE BANK, EACH SELLING SHAREHOLDER AND THE SHARE ESCROW AGENT.

IN WITNESS WHEREOF, this amendment to the Share Escrow 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 blue ink, appearing to read 'Dnyanesh Gharote', is written over a circular purple stamp. The stamp contains the text 'LINK INTIME INDIA PRIVATE LIMITED' around the perimeter and 'REGD. OFFICE' in the center.

Name: **Dnyanesh Gharote**

Designation: **Vice President**