

# Capital Small Finance Bank



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE 06/2023-24 MEETING OF BOARD OF DIRECTORS OF CAPITAL SMALL FINANCE BANK LIMITED HELD ON MONDAY, SEPTEMBER 25, 2023 COMMENCED AT 05:00 P.M. AND CONCLUDED AT 05:42 P.M. THROUGH VIDEO CONFERENCING AT REGISTERED OFFICE OF THE BANK SITUATED AT MIDAS CORPORATE PARK, 3<sup>RD</sup> FLOOR, 37, G.T. ROAD, JALANDHAR.

ITEM NO. 6.9

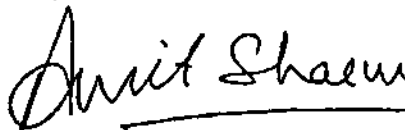

TO TAKE ON RECORD THE SELLING SHAREHOLDERS PARTICIPATING IN THE OFFER FOR SALE

"RESOLVED THAT the Board hereby takes on record that 10 existing shareholders of the Bank have, vide their letters, consented to offer up to 2249985 Equity Shares held by them respectively for sale through the Offer and that the Bank has been authorised by the Selling Shareholders in terms of Section 28(3) of the Companies Act, 2013."

"RESOLVED FURTHER THAT Mr. Munish Jain, Chief Financial Officer and/or Mr. Amit Sharma, Company Secretary be and are hereby jointly and severally appointed as attorney for selling shareholders."

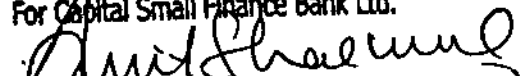
"RESOLVED FURTHER THAT the IPO Committee and/or Mr. Sarvjit Singh Samra, Managing Director & CEO and/or Mr. Munish Jain, Chief Operating Officer & Chief Financial Officer and/or Mr. Sahil Vijay, Chief Treasury Officer and/or Mr. Aseem Mahajan, Deputy Chief Financial Officer and/or any Director, be and are hereby jointly and severally authorized to file necessary forms with the Registrar of Companies, Punjab and Chandigarh at Chandigarh, and do all such acts, deeds, matters and things as may be required to be done to give effect to the above resolution."

For Capital Small Finance Bank Limited


Amit Sharma  
Company Secretary  
Membership No.: F10888  
Date: January 17, 2024

CERTIFIED TRUE COPY  
For Capital Small Finance Bank Ltd.

  
Authorised Signatory



**Capital Small Finance Bank Limited**

Regd. & Head Off.: MIDAS Corporate Park, 3rd Floor, 37, G.T. Road, Jalandhar-144 001, INDIA  
Tel: 0181-5051111, 5052222 | Fax: 0181-5053333 | e-mail: mail@capitalbank.co.in | www.capitalbank.co.in  
 www.facebook.com/capitalbankindia | CIN : U65110PB1999PLC022634



7

1 1  
1 1 1

**ANNEXURE A**

**CONSENT FORM**

<b>Name of the Shareholder (Sole/First Holder)</b>	AMICUS CAPITAL PRIVATE EQUITY I LLP
<b>Address</b>	Rocklines House, 4 <sup>th</sup> Floor, 9/1 Museum Road, Bangalore-560001
<b>Registered Folio No./ DP ID and Client ID</b>	DP ID: IN300126 DP Name: HDFC Bank Limited Client ID: 11264881
<b>Contact details</b>	Land line number (with STD code): 080 4631 6602 Mobile number (with country code): +91 98672 48884 E-mail id: mahesh@amicuscapital.in

Date: January 15, 2024

To:

Amit Sharma,  
Company Secretary  
Capital Small Finance Bank Limited  
MIDAS Corporate Park  
3rd Floor, 37, G.T. Road  
Jalandhar 144 001  
Punjab, India

**Subject: Consent to participate in the proposed initial public offering ("IPO") of equity shares of Capital Small Finance Bank Limited (the "Bank")**

Dear Sir(s),

1. We refer to the letter/email dated July 14, 2023, sent by the Bank, inviting us to participate in the offer for sale ("Offer for Sale"), in relation to the IPO of the Bank and to the E-mail dated July 25, 2023 including Annexure E ("Letter"). We agree and acknowledge that we have read the Letter, and understood its contents.
2. We confirm that we are in compliance with the terms and conditions set out in the Letter for our participation in the Offer for Sale. We have entered into an Offer Agreement, Registrar Agreement and Share Escrow Agreement and we agree that we shall enter into other related agreements, *inter alia*, the Bank, BRLMs and other selling shareholders on mutually acceptable terms as may be required under the applicable laws in relation to the Offer for Sale.
3. Accordingly, subject to the acceptance of our Offer Shares, we, holding 1,511,535 Equity Shares, hereby

11



consent to the inclusion of the following number of Equity Shares in the Offer for Sale ("Offer Shares"):

Name of first/sole holders as well as the joint holders.	Permanent Account Number	Number of Offer Shares	In Figures	In Words
AMICUS CAPITAL PRIVATE EQUITY ILLP	ABGFA0401Q	Up to 151,153	Up to 151,153	Up to One Lakh Fifty One Thousand One Hundred and Fifty Three

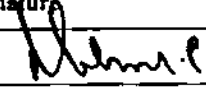
4. In relation to our participation in the Offer for Sale, we are aware that our Offer Shares need to be held continuously for a period of one year prior to the filing of the DRHP. Accordingly, we specifically confirm that we have held the Offer Shares for a continuous period from the date of acquisition below:

No.	Number of Offer Shares	Date of Acquisition / Transfer	Cost of acquisition (per Equity Share) (in ₹)
1.	Up to 151,153	June 25, 2019	₹ 252 per Equity Share

We further agree and acknowledge that our Offer Shares (or a portion thereof) may be returned to us if such Offer Shares are not eligible to be included in the Offer for Sale, including as a result of such Offer Shares not having been continuously held by us for a period of one year prior to filing of the DRHP, or as a result of such Offer Shares not forming part of the issued and paid-up capital of the Bank as on the date of the Letter or being the subject matter of any dispute. Further, we understand and acknowledge that our consent for the inclusion of the above number of Offer Shares as part of the Offer for Sale does not in any manner bind or compel the Bank to accept all the Offer Shares tendered by us.

5. In relation to our participation in the Offer for Sale, we are aware that our Offer Shares, need to be held in dematerialized form and accordingly, we hereby confirm that our Offered Shares are in dematerialized form.
6. We consent to the inclusion of our name as a selling shareholder in the red herring prospectus and the prospectus to be filed with the Registrar of Companies, Punjab and Chandigarh at Chandigarh ("RoC") and such other documents as may be required to be issued in relation to the IPO. We also hereby authorize the Bank to deliver a copy of this Consent Form to the RoC or any other regulatory or other authority, if required, pursuant to Sections 26 and 32 of the Companies Act, 2013, or any other applicable laws.
7. We consent to provide such documents as may be required by the Bank or by the book running lead manager(s) to the IPO ("BRLM(s)" or "Lead Managers"), so as to enable the Bank to undertake requisite filings with the regulatory authorities in India.
8. We acknowledge and consent to applicable Offer for Sale expenses (including any expenses recoverable by the Bank from the selling shareholders pertaining to the IPO process undertaken in Fiscal 2022, as applicable), as decided by the Bank, to be deducted, in proportion to the number of Offer Shares sold, from our share of the proceeds of the Offer for Sale, prior to being disbursed to us.

Sincerely,

	Name	Signature
Sole Holder	AMICUS CAPITAL PRIVATE EQUITY I LLP	
Place	BENGALURU	
Date	January 15, 2024	

*Capitalised terms used but not defined herein shall have the meanings ascribed to such terms in the Letter.*

.....  
**ACKNOWLEDGEMENT SLIP**

Received Consent from Amicus Capital Private Equity I LLP, consenting to participate in the Offer for Sale by offering up to 151,153 (One Lakh Fifty One Thousand One Hundred and Fifty Three) Equity Shares.

Pursuant to the terms and conditions set out in the Letter, participation in the Offer for Sale is conditionally accepted for up to 151,153 (One Lakh Fifty One Thousand One Hundred and Fifty Three) Equity Shares, subject to deposit of such Equity Shares in the escrow account(s) maintained with the Registrar and compliance with the other conditions mentioned in the Letter.

**For and on behalf of Capital Small Finance Bank Limited**

Name:

Designation:

**INSTRUCTIONS**

- *Please read the following instructions carefully before filling the Consent Form.*
- *Consent Form should be complete in all respects including the relevant enclosures. Incomplete forms would not be considered.*
- *In case of joint holdings, all holders must sign in the same order in which their names appear in their beneficiary account.*
- *A body corporate (including a limited liability partnership) must affix its common seal on this Consent Form and enclose copies of its board resolution authorizing this transaction.*



**ENCLOSURE A2**

**Details of Selling Shareholders**

- a. Name of Selling Shareholder: Amicus Capital Private Equity I LLP
- b. Number of Equity Shares to be offered in the OFS portion: Up to 151,153 (One Lakh Fifty One Thousand One Hundred and Fifty Three)
- c. Legal counsel of Selling Shareholder: M/s. Crawford Bayley & Co
- d. Date of board resolution/ authorization: July 24, 2023
- e. Date of consent letter: January 15, 2024
- f. Registered address: Rocklines House, 4<sup>th</sup> Floor, 9/1 Museum Road, Bangalore-560001 PAN No.: ABGFA0401Q
- g. Details of bank account wherein proportion of the Offer for Sale proceeds of the Selling Shareholders are to be transferred (net of deductions and the applicable taxes):

Account holder: AMICUS CAPITAL PRIVATE EQUITY I LLP

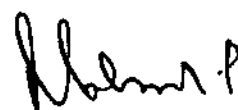
Bank: State Bank of India

Account Number: 41677092555

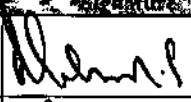
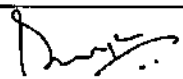
IFSC Code: SBIN0064074

- h. Build up of shareholding in the Bank:

Date of transaction	Nature of transaction (acquisition/sale/gift)	No of Equity Shares	Cost per Equity Share (₹)	Total Cost (₹)
June 25, 2019	Acquisition	1,345,303	252	339,016,356
November 22, 2019	Acquisition	166,232	252	41,890,464

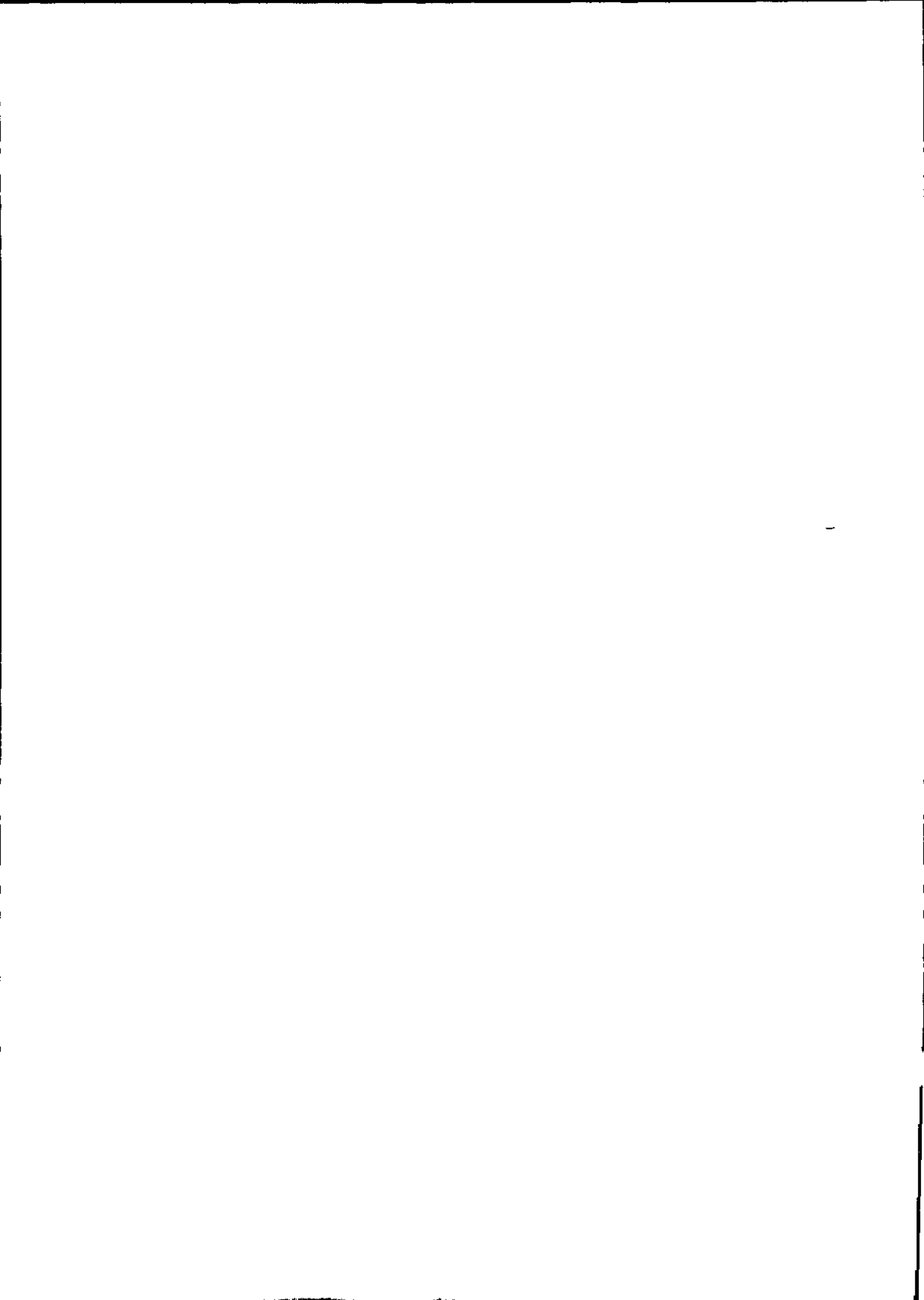


- i. Specimen signatures of authorised signatories (*applicable for selling shareholder which is a body corporate/partnership firm/trust/HUF*):

Sr. No.	Name	Designation	Signature
1	Mahesh Parasuraman	Designated Partner	
2	Sunil Theckath Vasudevan	Designated Partner	

- j. Date of incorporation/constitution (*applicable for a selling shareholder which is a body corporate/partnership firm*): August 31, 2016
- k. Address of registered office (*applicable for a selling shareholder which is a body corporate/partnership firm*): Rocklines House, 4<sup>th</sup> Floor, 9/1 Museum Road, Bangalore-560001
- l. Business which the Selling Shareholder is presently engaged in (*applicable for a selling shareholder which is a body corporate/partnership firm*): Category II Alternative Investment Fund registered with the Securities and Exchange Board of India
- m. Names of the partners (*applicable for a selling shareholder which is a partnership firm*): Amicus Capital Partners, Mahesh Parasuraman and Sunil Theckath Vasudevan
- n. Details of trustees (*applicable for a selling shareholder which is a trust*): NA
- o. Name of the legislation, date of the deed pursuant to which the Selling Shareholder was constituted and purpose of formation (*applicable for a selling shareholder which is a trust*): NA
- p. Name of Karta (*applicable for a selling shareholder which is a HUF*): NA
- q. Names of coparceners (*applicable for a selling shareholder which is a HUF*): NA







ANNEXURE C2

CERTIFICATE FROM CORPORATE SELLING SHAREHOLDER

Date: January 15, 2024

To

**The Board of Directors**  
**Capital Small Finance Bank Limited**  
MIDAS Corporate Park  
3rd Floor, 37, G.T. Road  
Jalandhar 144 001  
Punjab

**Nuvama Wealth Management Limited**  
**(Formerly known as Edelweiss Securities Limited)**  
801 - 804, Wing A, Building No 3,  
Inspire BKC, G Block  
Bandra Kurla Complex, Bandra East  
Mumbai - 400 051  
Maharashtra, India

**DAM Capital Advisors Limited**  
One BKC, Tower C,  
15<sup>th</sup> Floor, Unit No. 1511,  
Bandra Kurla Complex,  
Bandra (East), Mumbai - 400 051  
Maharashtra, India

**Equirus Capital Private Limited**  
1201, C Wing, Marathon Futurex,  
N.M. Joshi Marg, Lower Parel  
Mumbai 400 013,  
Maharashtra, India

(Nuvama Wealth Management Limited (formerly known as Edelweiss Securities Limited), DAM Capital Advisors Limited and Equirus Capital Private Limited are collectively referred to as the "Book Running Lead Managers" or "BRLMs" in relation to the Offer)

**Re: Proposed initial public offering of equity shares of face value of ₹ 10 each (the "Equity Shares") of Capital Small Finance Bank Limited (the "Bank") comprising a fresh issue of the Equity Shares by the Bank (the "Fresh Issue") and an offer for sale of Equity Shares by certain existing shareholders of the Bank (the "Offer for Sale", and together with the Fresh Issue, the "Offer")**

As of the date of this letter, we Amicus Capital Private Equity I LLP, a Limited Liability Partnership, incorporated under the laws of India, having our registered office at Rocklines House, 4th Floor, 9/1 Museum Road, Bangalore-560001, do hereby confirm that we hold 1,511,535 Equity Shares representing 4.27% of the pre-Offer equity capital of the Bank.

We have not acquired Equity Shares in the last one year prior to the filing of the DRHP. We will also extend the necessary cooperation to the Company such that it can procure, certificate(s) from the statutory auditor in relation to (i) weighted average price at which Equity Shares was acquired by us in the past one year, and (ii) average cost of acquisition of Equity Shares held by us. The average cost of acquisition of Equity Shares held by us as of the date of the RHP is ₹252.

We confirm that our intended participation in the Offer by offering up to 151,153 Equity Shares held by us for sale pursuant to the Offer for Sale ("Offer Shares") is voluntary and we acknowledge that it does not create any obligation on the Bank or BRLMs to purchase any Offer Shares.



We hereby give our consent to offer up to 151,153 Equity Shares held by us in the Bank as part of the Offer for Sale in the Offer, subject to the terms of the Offer, as mentioned in the red herring prospectus (the "RHP"), the prospectus (together with the RHP, the "Offer Documents") and the agreements executed in relation to the Offer and subject to the consent of the Securities and Exchange Board of India ("SEBI"), and of any other regulatory authority, if required, for cash at such premium per share as may be fixed and determined by the Bank in consultation with the BRLMs to such category of persons in accordance with Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements), 2018, as amended, ("SEBI ICDR Regulations").

We hereby give our consent for including our name, details with respect to ourselves and information with respect to the Offer Shares in and the Red Herring Prospectus and the Prospectus which the Bank intends to file with the Registrar of Companies, Punjab and Chandigarh at Chandigarh ("Registrar of Companies") and thereafter, file with the SEBI and the Stock Exchanges in respect of the Offer or any other documentation or correspondence filed with the regulators or otherwise in relation to the Offer. We also authorize the Bank to deliver a copy of this letter of consent to the Registrar of Companies, pursuant to Sections 26 and 32 of the Companies Act, 2013, and the rules and regulations thereunder, each as amended, the Stock Exchanges or any other regulatory authority as required in relation to the Offer and in accordance with applicable law.

We confirm that, no action or investigation has been initiated, including show cause notices, by SEBI or any other regulatory authority, whether in India or otherwise, against us, which will prevent us from offering and selling the Equity Shares offered pursuant to the Offer for Sale in the Offer or affect the rights of the purchasers of the Equity Shares in the Offer.

We confirm that we have not been declared as a wilful defaulter by banks or financial institutions or a consortium thereof in terms of the guidelines for wilful defaulters issued by Reserve Bank of India, any other governmental authority or any bank or financial institution.

We confirm that we have not been declared a fraudulent borrower by RBI.

We confirm that we are the legal and beneficial holder(s) of the Offer Shares under applicable laws and have valid and full title to the Equity Shares of the Bank, which are proposed to be included as a part of the Offer for Sale in the Offer and such Equity Shares have been acquired and are held by us in full compliance with all applicable laws and regulations, without any approval or consent and without breach of any agreement, law or regulation.

We further confirm that the Equity Shares held by us are fully paid-up and are in dematerialized form, and shall transfer valid and marketable title to the acquirer free from any charges, liens, encumbrances and any transfer restriction, of any kind whatsoever or other defects or irregularities in title whatsoever.

We further confirm that the Equity Shares being offered by us in the Offer are being offered in full compliance with all applicable laws, without requiring any further approval or consent and without being in breach of any agreement, free from any charges, liens, encumbrances and any transfer restriction, of any kind whatsoever. We shall not convert the Equity Shares from dematerialized form to non-dematerialized form until allotment and the Equity Shares proposed to be included as part of the Offer for Sale in the Offer shall be transferred to the allottees in the Offer without any demurral on allotment and shall be in accordance with the share escrow agreement to be entered into and in accordance with the instructions of the registrar to the Offer. We shall take all such steps as may be required to ensure that the Offered Shares are available for transfer in the Offer within the time specified under applicable law.

We confirm that we have not been prohibited or debarred from accessing the capital markets under any order or direction passed by SEBI or any other regulatory authority.

We are currently registered with the SEBI as a Category II Alternative Investment Fund, and details of our registration is provided below:

Particulars	Details
SEBI Registration Number	IN/AIF2/16-17/0261
Category of registration	Category II Alternative Investment Fund
Details of any inquiry/ investigation conducted by SEBI at any time	NIL
Penalty imposed by SEBI (Penalty includes deficiency/ warning letter, adjudication proceedings, suspension/ cancellation/ prohibitory orders)	NA

Please find enclosed copy/ copies of the SEBI registration certificate(s) in Annexure III.

We are not registered with the Reserve Bank of India or any other regulator in any capacity except as stated below:

Particulars	Information
Registration Number	NA
Category of registration	NA
Details of any inquiry/ investigation conducted by the regulatory authority at any time	NA
Penalty imposed by the regulatory authority	NA

Except as disclosed below, we have not entered into any shareholders' agreement(s), deeds of assignments, acquisition agreements, inter-se agreements or other agreements of like nature with respect to the securities of the Company:

Shareholders' agreement dated November 7, 2019 executed among the Bank, PI Ventures, SIDBI, Amicus Capital Private Equity I LLP and Amicus Capital Partners India Fund I, OJIF II, Sarvjit Singh Samra, Brig. Swaran Singh Saini (Retd.), Tanveer Singh Dhillon, Dinesh Gupta, Bhagwant Singh Sangha, Parkash Kaur Pooni, Amarjit Singh Samra, Santokh Singh Chhokar, Navneet Kaur Samra, Surinder Kaur Samra, Kuljit Singh Hayer, Amarpreet Kaur, Gursharan Kaur Dhillon, Randeep Singh Dhillon and Dinesh Gupta HUF, as amended by the amendment agreement dated July 28, 2023 and the waiver cum amendment agreement dated September 27, 2023 and the amendment agreement dated January 15, 2023.

We have not entered into any agreement which, either directly or indirectly or potentially or whose purpose and effect is to, impact the management or control of the Company or impose any restriction or create any liability upon the Company.

We confirm that the Offer Shares have been held by us for a continuous period of at least one year prior to the date of filing the Draft Red Herring Prospectus with SEBI including the Equity Shares received pursuant to conversion of any fully paid-up compulsorily convertible securities held by me in accordance with Regulation 8 of the SEBI ICDR Regulations and, to the extent that the Offer Shares have resulted from a bonus issue, the bonus issue has been on Equity Shares held for a period of at least one year prior to the filing of the DRHP and are eligible for being offered for sale in the Offer, in terms of Regulation 8 of the SEBI ICDR Regulations.

We confirm that there are no orders passed by any court in India against us and no such proceedings (whether instituted by any governmental agency or third parties) are pending or have been commenced for the purpose of, and no judgment has been rendered, declaring us insolvent. Under the provisions of Regulation 17(c) of the SEBI ICDR Regulations, we are not subject to lock-in of the Equity Shares held by us that are not proposed to be transferred in the Offer for Sale since we are an Alternative Investment Fund of Category II and the Equity Shares have been held by us for a period of more than one year from the date of acquisition by way of subscription to the Equity Shares or purchase of Equity Shares, as applicable.

We have not entered, and shall not enter, into buyback arrangements directly or indirectly for purchase of the Equity Shares to be offered and sold in the Offer, other than the arrangements, if any, which may be entered into with respect to any underwriting arrangement.

We hereby authorize the Bank to take all actions in respect of the Offer for and on our behalf, as a Selling Shareholder, as required under Section 28(3) of the Companies Act, 2013, and we further authorize the Bank to deduct from the proceeds of the offer for sale, set-off or otherwise claim and receive from us expenses of the Offer and applicable taxes required to be borne by the Selling Shareholders in proportion to the Equity Shares offered by the Selling Shareholders in the Offer. We undertake to reimburse the Bank for the expenses incurred by the Bank in relation to the Offer in proportion to the number of Equity Shares offered by us (as agreed to between us and the Bank and in accordance with applicable law) in the Offer.

No payment, direct or indirect, in the nature of discounts, commission, allowance or otherwise, whether in cash or kind, shall be made by us in the Offer to any persons who make an application for Equity Shares in the Offer and/or who receive Equity Shares, in the Offer. We shall not offer any incentive, whether direct or indirect, in any manner, whether in cash or kind, to any persons who make an application of Equity Shares in the Offer and/or who receive Equity Shares in the Offer.

We do not require any regulatory approvals pertaining to the Offer for Sale including from the Reserve Bank of India or any other government or regulatory authority.

We agree that the securities transaction tax, in respect of the Offer Shares shall be deducted by the BRLMs from the proceeds arising out of the Offer and deposited by the Book Running Lead Managers with the appropriate tax authorities. We also undertake to abide by the applicable provisions of Income-tax Act regarding the Long-term Capital Gains tax..

We confirm the information contained in Annexure I is true and correct.

We hereby also authorize the Company Secretary and Compliance Officer of the Bank and the Registrar to the Offer to attend to the complaints, if any, received in the Offer from the investors and shall provide such reasonable support as may be required by the Bank in redressal of such complaints, provided such investor grievance(s) pertain to the statements made or confirmed or undertaken by us specifically in relation to ourselves as a Selling Shareholder and our respective portion of the Offer Shares in the Offer Documents.

As we are registered as an alternative investment fund, the Companies (Significant Beneficial Ownership) Rules, 2018, as amended, are not applicable to us.

In addition, we agree with, acknowledge and confirm the additional terms and conditions set out in Enclosure of the Consent Form – 'Confirmation and Covenants in relation to your Participation in the Offer for Sale', and we undertake to comply with the terms and conditions as indicated therein.

Pursuant to the resolution of the Designated Partners dated July 24, 2023, we confirm that we have the authority to offer and sell the Offer Shares subject to the terms and conditions of the Offer and the determination of Offer price in the manner specified in the RHP and the Offer Agreement, as applicable. The certified true copy of such resolution is annexed as Annexure II.

We confirm that any transactions in the Equity Shares (except pursuant to the Offer for Sale) by us from the date of filing of the DRHP until the listing and trading of the Equity Shares on the stock exchanges where the Equity Shares are proposed to be listed shall be reported to the BRLMs within 24 hours of such transaction.

We acknowledge that in the event that (i) a regulatory approval is not received in a timely manner or the conditions specified in the approval are not satisfied, or (ii) there is any litigation leading to a stay on the Offer, or (iii) SEBI or any other regulator instructs the Company not to proceed with the Offer, or (iv) for any other reason beyond the control of the Company, the Offer may be delayed beyond the schedule of activities indicated in the Red Herring Prospectus or the Prospectus. Consequently, we understand that the payment of consideration to it for the Equity Shares being offered in the Offer may be delayed and that we shall not have recourse to the proceeds of the Offer for Sale until the final listing and trading approvals from the Stock Exchanges have been obtained.

We confirm the above undertakings on the date hereof and undertake that we will immediately communicate any changes in writing in the above information to the Bank and the Book Running Lead Managers until the date when the Offer Shares commence trading on the Stock Exchanges. In the absence of any such communication from us, you can assume that there is no change to the above information.


We further consent to the inclusion of any of the above information, with respect to us and the Offer Shares that may be required to be disclosed in the Red Herring Prospectus, the Prospectus and other Offer related documents.

This certificate may also be relied upon by the book running lead managers to the Offer and the legal advisors to each of the Bank and the book running lead managers in respect of the Offer.

All capitalized terms used but not specifically defined in this response shall have the meanings ascribed to such terms in the Red Herring Prospectus.

Yours faithfully,

For Amicus Capital Private Equity I LLP



Authorised Signatory:

Name: Mahesh Parasuraman  
Place: Bengaluru

Cc:

**J. Sagar Associates**  
Vakils House,  
18 Sprott Road  
Ballard Estate,  
Mumbai 400 001

**Cyril Amarchand Mangaldas**  
Level 1 & 2, Max Towers  
C-001/A, Sector 16 B  
Noida – 201 301  
Uttar Pradesh

A handwritten signature in black ink, appearing to read 'Mahesh P', located in the bottom right corner of the page.

**ANNEXURE I**

Name of Selling Shareholder	Amicus Capital Private Equity I LLP
Registered Address of the Selling Shareholder	Rocklines House, 4th Floor, 9/1 Museum Road, Bangalore-560001
Date and Place of incorporation	August 31, 2016 , Bangalore
Certificate of Incorporation	Attached as Annexure
Constitutional documents of the Selling shareholder, such as, Memorandum of Association and Articles of Association	NA
Telephone number	+91 9867248884
Nature of the Entity	Limited Liability Partnership registered as a Category II Alternative Investment Fund with SEBI
Authorised Signatories	Mahesh Parasuraman & Sunil Theckath Vasudevan
PAN of Authorised Signatories	Mahesh Parasuraman - AAWPP1502E Sunil Theckath Vasudevan - AAGPV9835Q
Aadhar card or Passport of the Authorised Signatories	Attached separately
Fax number	-
LLP registration number	AAH-2703
Number of equity shares held in the Bank	1,511,535
Number equity shares being offered under the Offer for Sale	Up to 151,153
Date of Board Resolution / authorization	July 24, 2023
Legal Counsel of the Selling Shareholder	M/s Crawford Bailey & Co.
Names of Directors/Authorized Signatories of the Selling Shareholder	Mahesh Parasuraman, Sunil Theckath Vasudevan
Details of bank account wherein proportion of the Offer for Sale proceeds of the Selling Shareholders are to be transferred (net of deductions and the applicable taxes)	
Account holder :	Amicus Capital Private Equity I LLP
Bank:	State Bank of India
Account Number:	41677092555
IFSC Code:	SBIN0064074

*Build-up of Selling Shareholder's shareholding in the Bank*

Date of Allotment/ Transfer	Nature of transaction	No. of equity shares	Nature of consideration	Face Value per equity share (₹)	Offer price per equity share (₹)
June 25, 2019	Acquisition	1,345,303	Cash	10	252
November 22, 2019	Acquisition	166,232	Cash	10	252
<b>Total</b>		<b>1,511,535</b>		<b>10</b>	<b>252</b>

*Mahesh P*

ANNEXURE II

*[Certified true copies of such resolutions/ authorization letter]*

*Manoj P*

ANNEXURE III

*Handwritten signature*



**ANNEXURE A**

**CONSENT FORM**

<b>Name of the Shareholder (Sole/First Holder)</b>	AMICUS CAPITAL PARTNERS INDIA FUND I
<b>Address</b>	Rocklines House, 3rd Floor, 9/1 Museum Road, Bangalore-560001
<b>Registered Folio No./ DP ID and Client ID</b>	DP: SBI - SG Global Securities Services Pvt. Ltd. DP ID: IN303786 Client ID: 10007047
<b>Contact details</b>	Land line number (with STD code): 080 4631 6602 Mobile number (with country code): +91 98672 48884 E-mail id (insert details): mahesh@amicuscapital.in

**Date:** January 15, 2024


**To:**

**Amit Sharma,**  
Company Secretary  
Capital Small Finance Bank Limited  
MIDAS Corporate Park  
3rd Floor, 37, G.T. Road  
Jalandhar 144 001  
Punjab, India

**Subject: Consent to participate in the proposed initial public offering ("IPO") of equity shares of Capital Small Finance Bank Limited (the "Bank")**

Dear Sir(s),

1. We refer to the letter/email dated July 14, 2023, sent by the Bank, inviting us to participate in the offer for sale ("Offer for Sale"), in relation to the IPO of the Bank and to the E-mail dated July 25, 2023 including Annexure E ("Letter"). We agree and acknowledge that we have read the Letter, and understood its contents.
2. We confirm that we are in compliance with the terms and conditions set out in the Letter for our participation in the Offer for Sale. We have entered into an Offer Agreement, Registrar Agreement and Share Escrow Agreement *inter alia*, the Bank, BRLMs and other selling shareholders and we agree that we shall enter into other related agreements, *inter alia*, the Bank, BRLMs and other selling shareholders on mutually acceptable terms as may be required under the applicable laws in relation to the Offer for Sale.



3. Accordingly, subject to the acceptance of our Offer Shares, we, holding 175,445 Equity Shares, hereby consent to the inclusion of the following number of Equity Shares in the Offer for Sale ("Offer Shares"):

Name of first/sole holders as well as the joint holders.	Permanent Account Number	Number of Offer Shares	In Figures	In Words
Amicus Capital Partners India Fund I	AAFTA2610K	Up to 17,544	Up to 17,544	Up to Seventeen Thousand Five Hundred and Forty Four

4. In relation to our participation in the Offer for Sale, we are aware that our Offer Shares need to be held continuously for a period of one year prior to the filing of the DRHP. Accordingly, we specifically confirm that we have held the Offer Shares for a continuous period from the date of acquisition below:

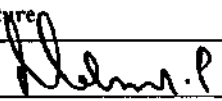
No.	Number of Offer Shares	Date of Acquisition / Transfer	Cost of acquisition (per Equity Share) (in ₹)
1.	Up to 17,544	June 25, 2019	₹ 252 per Equity Share

We further agree and acknowledge that our Offer Shares (or a portion thereof) may be returned to us if such Offer Shares are not eligible to be included in the Offer for Sale, including as a result of such Offer Shares not having been continuously held by us for a period of one year prior to filing of the DRHP, or as a result of such Offer Shares not forming part of the issued and paid-up capital of the Bank as on the date of the Letter or being the subject matter of any dispute. Further, we understand and acknowledge that our consent for the inclusion of the above number of Offer Shares as part of the Offer for Sale does not in any manner bind or compel the Bank to accept all the Offer Shares tendered by us.

5. In relation to our participation in the Offer for Sale, we are aware that our Offer Shares, need to be held in dematerialized form and accordingly, we hereby confirm that our Offered Shares are in dematerialized form.
6. We consent to the inclusion of our name as a selling shareholder in the red herring prospectus and the prospectus to be filed with the Registrar of Companies, Punjab and Chandigarh at Chandigarh ("RoC") and such other documents as may be required to be issued in relation to the IPO. We also hereby authorize the Bank to deliver a copy of this Consent Form to the RoC or any other regulatory or other authority, if required, pursuant to Sections 26 and 32 of the Companies Act, 2013, or any other applicable laws.
7. We consent to provide such documents as may be required by the Bank or by the book running lead manager(s) to the IPO ("BRLM(s)" or "Lead Managers"), so as to enable the Bank to undertake requisite filings with the regulatory authorities in India.
8. We acknowledge and consent to applicable Offer for Sale expenses (including any expenses recoverable by the Bank from the selling shareholders pertaining to the IPO process undertaken in Fiscal 2022, as applicable), as decided by the Bank, to be deducted, in proportion to the number of Offer Shares sold, from our share of the proceeds of the Offer for Sale, prior to being disbursed to us.

Sincerely,



	<b>Name</b>	<b>Signature</b>
<b>Sole Holder</b>	AMICUS CAPITAL PARTNERS INDIA FUND I	
<b>Place</b>	BENGALURU	
<b>Date</b>	January 15, 2024	

*Capitalised terms used but not defined herein shall have the meanings ascribed to such terms in the Letter.*

.....  
**ACKNOWLEDGEMENT SLIP**

Received Consent Form and duly executed from Amicus Capital Partners India Fund I, consenting to participate in the Offer for Sale by offering up to 17,544 (Seventeen Thousand Five Hundred and Forty Four) Equity Shares.

Pursuant to the terms and conditions set out in the Letter, participation in the Offer for Sale is conditionally accepted for up to 17,544 (Seventeen Thousand Five Hundred and Forty Four) Equity Shares, subject to deposit of such Equity Shares in the escrow account(s) maintained with the Registrar and compliance with the other conditions mentioned in the Letter.

**For and on behalf of Capital Small Finance Bank Limited**

Name:

Designation:

**INSTRUCTIONS**

- *Please read the following instructions carefully before filling the Consent Form.*
- *Consent Form should be complete in all respects including the relevant enclosures. Incomplete forms would not be considered.*
- *In case of joint holdings, all holders must sign in the same order in which their names appear in their beneficiary account.*
- *A body corporate (including a limited liability partnership) must affix its common seal on this Consent Form and enclose copies of its board resolution authorizing this transaction.*



**ENCLOSURE A2**

**Details of Selling Shareholders**

- a. Name of Selling Shareholder: Amicus Capital Partners India Fund I
- b. Number of Equity Shares to be offered in the OFS portion: up to 17,544 (Seventeen Thousand Five Hundred and Forty Four)
- c. Legal counsel of Selling Shareholder: M/s. Crawford Bayley & Co
- d. Date of board resolution/ authorization: July 24, 2023
- e. Date of consent letter: January 15, 2024
- f. Registered address: Rocklines House, 3rd Floor, 9/1 Museum Road, Bangalore-560001
- g. PAN No.: AAFTA2610K
- h. Details of bank account wherein proportion of the Offer for Sale proceeds of the Selling Shareholders are to be transferred (net of deductions and the applicable taxes):

Account holder: AMICUS CAPITAL PARTNERS INDIA FUND I

Bank: HDFC Bank Ltd.

Account Number: 50200021368281



IFSC Code: HDFC0003689

- i. Build up of shareholding in the Bank:


Date of transaction	Nature of transaction (acquisition/sale/gift)	No. of Equity Shares	Cost per Equity Share (₹)	Total Cost (₹)
June 25, 2019	Acquisition	156,151	252	39,350,052
November 22, 2019	Acquisition	19,294	252	4,862,088

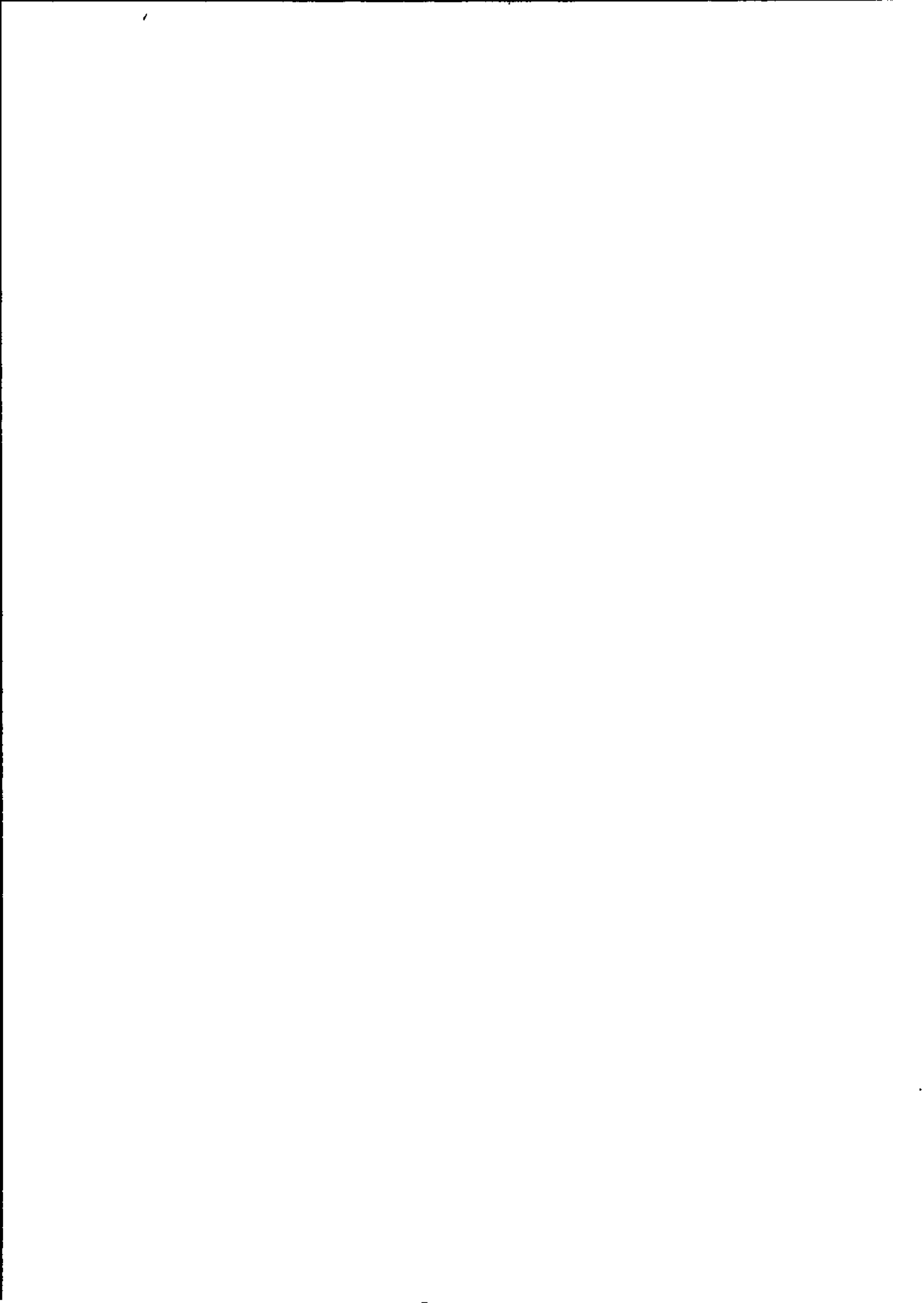


- j. Specimen signatures of authorised signatories (*applicable for selling shareholder which is a body corporate/partnership firm/trust/HUF*):

Sl. No.	Name	Designation	Signature
1	Mahesh Parasuraman	Authorized Signatory	
2	Sunil Theckath Vasudevan	Authorized Signatory	

- k. Date of incorporation/constitution (*applicable for a selling shareholder which is a body corporate/partnership firm*): May 2, 2016
- l. Address of registered office (*applicable for a selling shareholder which is a body corporate/partnership firm*): Rocklines House, 3rd Floor, 9/1 Museum Road, Bangalore-560001
- m. Business which the Selling Shareholder is presently engaged in (*applicable for a selling shareholder which is a body corporate/partnership firm*): Category II Alternative Investment Fund registered with the Securities and Exchange Board of India
- n. Names of the partners (*applicable for a selling shareholder which is a partnership firm*): NA
- o. Details of trustees (*applicable for a selling shareholder which is a trust*): Vistra ITCL (India) Limited (formerly known as IL&FS Trust Company Limited) having its registered office at IL&FS Financial Centre, Plot No C-22, G Block, 7th Floor, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051
- p. Name of the legislation, date of the deed pursuant to which the Selling Shareholder was constituted and purpose of formation (*applicable for a selling shareholder which is a trust*):  
*Name of Legislation: Indian Trusts Act, 1882;*  
*Date of Deed: May 2, 2016 as amended and restated on January 11, 2017;*  
*Purpose of Formation: Long term capital appreciation primarily through investments in companies.*
- q. Name of Karta (*applicable for a selling shareholder which is a HUF*): NA
- r. Names of coparceners (*applicable for a selling shareholder which is a HUF*): NA





ANNEXURE C2

CERTIFICATE FROM CORPORATE SELLING SHAREHOLDER

Date: January 15, 2024

To

**The Board of Directors**  
**Capital Small Finance Bank Limited**  
MIDAS Corporate Park  
3rd Floor, 37, G.T. Road  
Jalandhar 144 001  
Punjab

**Nuvama Wealth Management Limited**  
(Formerly known as Edelweiss Securities Limited)  
801 - 804, Wing A, Building No 3,  
Inspire BKC, G Block  
Bandra Kurla Complex, Bandra East  
Mumbai - 400 051  
Maharashtra, India

**DAM Capital Advisors Limited**  
One BKC, Tower C,  
15<sup>th</sup> Floor, Unit No. 1511,  
Bandra Kurla Complex,  
Bandra (East), Mumbai - 400 051  
Maharashtra, India

**Equirus Capital Private Limited**  
1201, C Wing, Marathon Futurex,  
N.M. Joshi Marg, Lower Parel  
Mumbai 400 013,  
Maharashtra, India

(Nuvama Wealth Management Limited (formerly known as Edelweiss Securities Limited), DAM Capital Advisors Limited and Equirus Capital Private Limited are collectively referred to as the "Book Running Lead Managers" or "BRLMs" in relation to the Offer)

**Re: Proposed initial public offering of equity shares of face value of ₹ 10 each (the "Equity Shares") of Capital Small Finance Bank Limited (the "Bank") comprising a fresh issue of the Equity Shares by the Bank (the "Fresh Issue") and an offer for sale of Equity Shares by certain existing shareholders of the Bank (the "Offer for Sale", and together with the Fresh Issue, the "Offer")**

As of the date of this letter, we, Amicus Capital Partners India Fund I, a Trust, incorporated under the laws of India, having our registered office at Rocklines House, 3rd Floor, 9/1 Museum Road, Bangalore-560001, do hereby confirm that we hold 175,445 Equity Shares representing 0.50% of the pre-Offer equity capital of the Bank.

We have not acquired Equity Shares in the last one year prior to the filing of the DRHP. We will also extend the necessary cooperation to the Company such that it can procure, certificate(s) from the statutory auditor in relation to (i) weighted average price at which Equity Shares was acquired by us in the past one year, and (ii) average cost of acquisition of Equity Shares held by us. The average cost of acquisition of Equity Shares held by us as of the date of the RHP is ₹252.

We confirm that our intended participation in the Offer by offering up to 17,544 Equity Shares held by us for sale pursuant to the Offer for Sale ("Offer Shares") is voluntary and we acknowledge that it does not create any obligation on the Bank or BRLMs to purchase any Offer Shares.



We hereby give our consent to offer up to 17,544 Equity Shares held by us in the Bank as part of the Offer for Sale in the Offer, subject to the terms of the Offer, as mentioned in the red herring prospectus (the "RHP"), the prospectus (together with the RHP, the "Offer Documents") and the agreements executed in relation to the Offer and subject to the consent of the Securities and Exchange Board of India ("SEBI"), and of any other regulatory authority, if required, for cash at such premium per share as may be fixed and determined by the Bank in consultation with the BRLMs to such category of persons in accordance with Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements), 2018, as amended, ("SEBI ICDR Regulations").

We hereby give our consent for including our name, details with respect to ourselves and information with respect to the Offer Shares in the Red Herring Prospectus and the Prospectus which the Bank intends to file with the Registrar of Companies, Punjab and Chandigarh at Chandigarh ("Registrar of Companies") and thereafter, file with the SEBI and the Stock Exchanges in respect of the Offer or any other documentation or correspondence filed with the regulators or otherwise in relation to the Offer. We also authorize the Bank to deliver a copy of this letter of consent to the Registrar of Companies, pursuant to Sections 26 and 32 of the Companies Act, 2013, and the rules and regulations thereunder, each as amended, the Stock Exchanges or any other regulatory authority as required in relation to the Offer and in accordance with applicable law.

We confirm that, no action or investigation has been initiated, including show cause notices, by SEBI or any other regulatory authority, whether in India or otherwise, against us, which will prevent us from offering and selling the Equity Shares offered pursuant to the Offer for Sale in the Offer or affect the rights of the purchasers of the Equity Shares in the Offer.

We confirm that we have not been declared as a wilful defaulter by banks or financial institutions or a consortium thereof in terms of the guidelines for wilful defaulters issued by Reserve Bank of India, any other governmental authority or any bank or financial institution.

We confirm that we have not been declared a fraudulent borrower by RBI.

We confirm that we are the legal and beneficial holder(s) of the Equity Shares offered pursuant to the Offer for Sale under applicable laws and have valid and full title to the Equity Shares of the Bank, which are proposed to be included as a part of the Offer for Sale in the Offer and such Equity Shares have been acquired and are held by us in full compliance with all applicable laws and regulations, without any approval or consent and without breach of any agreement, law or regulation.

We further confirm that the Equity Shares held by us are fully paid-up and are in dematerialized form, and shall transfer valid and marketable title to the acquirer free from any charges, liens, encumbrances and any transfer restriction, of any kind whatsoever or other defects or irregularities in title whatsoever.

We further confirm that the Equity Shares being offered by us in the Offer are being offered in full compliance with all applicable laws, without requiring any further approval or consent and without being in breach of any agreement, free from any charges, liens, encumbrances and any transfer restriction, of any kind whatsoever. We shall not convert the Equity Shares from dematerialized form to non-dematerialized form until allotment and the Equity Shares proposed to be included as part of the Offer for Sale in the Offer shall be transferred to the allottees in the Offer without any demurral on allotment and shall be in accordance with the share escrow agreement to be entered into and in accordance with the instructions of the registrar to the Offer. We shall take all such steps as may be required to ensure that the Offered Shares are available for transfer in the Offer within the time specified under applicable law.

We confirm that we have not been prohibited or debarred from accessing the capital markets under any order or direction passed by SEBI or any other regulatory authority.

We are currently registered with the SEBI as a Category II Alternative Investment Fund, and details of our registration is provided below:

Particulars	Information
SEBI Registration Number	IN/AIF2/16-17/0253
Category of registration	Category II Alternative Investment Fund
Details of any inquiry/ investigation conducted by SEBI at any time	NIL



Penalty imposed by SEBI (Penalty includes deficiency/ warning letter, adjudication proceedings, suspension/ cancellation/ prohibitory orders)	NIL
---	-----

Please find enclosed copy/ copies of the SEBI registration certificate(s) and renewal applications made in **Annexure III**.

We are not registered with the Reserve Bank of India or any other regulator in any capacity except as stated below:

Particulars	Disclosures
Registration Number	NA
Category of registration	NA
Details of any inquiry/ investigation conducted by the regulatory authority at any time	NA
Penalty imposed by the regulatory authority	NA

Except as disclosed below, we have not entered into any shareholders' agreement(s), deeds of assignments, acquisition agreements, inter-se agreements or other agreements of like nature with respect to the securities of the Company:

Shareholders' agreement dated November 7, 2019 executed among the Bank, PI Ventures, SIDBI, Amicus Capital Private Equity I LLP and Amicus Capital Partners India Fund I, OIIF II, Sarvjit Singh Samra, Brig. Swaran Singh Saini (Retd.), Tanveer Singh Dhillon, Dinesh Gupta, Bhagwant Singh Sangha, Parkash Kaur Pooni, Amarjit Singh Samra, Santokh Singh Chhokar, Navneet Kaur Samra, Surinder Kaur Samra, Kuljit Singh Hayer, Amarpreet Kaur, Gursharan Kaur Dhillon, Randeep Singh Dhillon and Dinesh Gupta HUF, as amended by the amendment agreement dated July 28, 2023 and the waiver cum amendment agreement dated September 27, 2023 and the first amendment agreement dated January 15, 2023.

We have not entered into any agreement which, either directly or indirectly or potentially or whose purpose and effect is to, impact the management or control of the Company or impose any restriction or create any liability upon the Company.

We confirm that the Offer Shares have been held by us for a continuous period of at least one year prior to the date of filing the Draft Red Herring Prospectus with SEBI including the Equity Shares received pursuant to conversion of any fully paid-up compulsorily convertible securities held by me in accordance with Regulation 8 of the SEBI ICDR Regulations and, to the extent that the Offer Shares have resulted from a bonus issue, the bonus issue has been on Equity Shares held for a period of at least one year prior to the filing of the DRHP and are eligible for being offered for sale in the Offer, in terms of Regulation 8 of the SEBI ICDR Regulations.

We confirm that there are no orders passed by any court in India against us and no such proceedings (whether instituted by any governmental agency or third parties) are pending or have been commenced for the purpose of, and no judgment has been rendered, declaring us insolvent. Under the provisions of Regulation 17(c) of the SEBI ICDR Regulations, we are not subject to lock-in of the Equity Shares held by us that are not proposed to be transferred in the Offer for Sale since we are an Alternative Investment Fund of Category II and the Equity Shares have been held by us for a period of more than one year. We have not entered, and shall not enter, into buyback arrangements directly or indirectly for purchase of the Equity Shares to be offered and sold in the Offer, other than the arrangements, if any, which may be entered into with respect to any underwriting arrangement.

We have not entered, and shall not enter, into buyback arrangements directly or indirectly for purchase of the Equity Shares to be offered and sold in the Offer, other than the arrangements, if any, which may be entered into with respect to any underwriting arrangement.

We hereby authorize the Bank to take all actions in respect of the Offer for and on our behalf, as a Selling Shareholder, as required under Section 28(3) of the Companies Act, 2013, and we further authorize the Bank to deduct from the proceeds of the offer for sale, set-off or otherwise claim and receive from us expenses of the Offer and applicable taxes required to be borne by the Selling Shareholders in proportion to the Equity Shares offered by the Selling Shareholders in the Offer. We undertake to reimburse the Bank for the expenses incurred by the Bank in relation to the Offer in proportion to the number of Equity Shares offered by us (as agreed to between us and the Bank and in accordance with applicable law) in the Offer.

No payment, direct or indirect, in the nature of discounts, commission, allowance or otherwise, whether in cash or kind, shall be made by us in the Offer to any persons who make an application for Equity Shares in the Offer and/or who receive Equity Shares, in the Offer. We shall not offer any incentive, whether direct or indirect, in any manner, whether in cash or kind, to any persons who make an application of Equity Shares in the Offer and/or who receive Equity Shares in the Offer.

We agree that the securities transaction tax, in respect of the Offer Shares shall be deducted by the BRLMs from the proceeds arising out of the Offer and deposited by the Book Running Lead Managers with the appropriate tax authorities. We also undertake to abide by the applicable provisions of Income-tax Act regarding the Long-term Capital Gains tax.

We confirm the information contained in Annexure I is true and correct.

We hereby also authorize the Company Secretary and Compliance Officer of the Bank and the Registrar to the Offer to attend to the complaints, if any, received in the Offer from the investors and shall provide such reasonable support as may be required by the Bank in redressal of such complaints, provided such investor grievance(s) pertain to the statements made or confirmed or undertaken by us specifically in relation to ourselves as a Selling Shareholder and our respective portion of the Offer Shares in the Offer Documents.

As we are registered as an alternative investment fund, the Companies (Significant Beneficial Ownership) Rules, 2018, as amended, are not applicable to us.

In addition, we agree with, acknowledge and confirm the additional terms and conditions set out in Enclosure of the Consent Form – 'Confirmation and Covenants in relation to your Participation in the Offer for Sale', and we undertake to comply with the terms and conditions as indicated therein.

Pursuant to the resolution of the Trust dated July 24, 2023, we confirm that we have the authority to offer and sell the Offer Shares subject to the terms and conditions of the Offer and the determination of Offer price in the manner specified in the RHP and the Offer Agreement, as applicable. The certified true copy of such resolution is annexed as Annexure II.

We confirm that any transactions in the Equity Shares (except pursuant to the Offer for Sale) by us from the date of filing of the RHP until the listing and trading of the Equity Shares on the stock exchanges where the Equity Shares are proposed to be listed shall be reported to the BRLMs within 24 hours of such transaction.

We acknowledge that in the event that (i) a regulatory approval is not received in a timely manner or the conditions specified in the approval are not satisfied, or (ii) there is any litigation leading to a stay on the Offer, or (iii) SEBI or any other regulator instructs the Company not to proceed with the Offer, or (iv) for any other reason beyond the control of the Company, the Offer may be delayed beyond the schedule of activities indicated in the Red Herring Prospectus or the Prospectus. Consequently, we understand that the payment of consideration to it for the Equity Shares being offered in the Offer may be delayed and that we shall not have recourse to the proceeds of the Offer for Sale until the final listing and trading approvals from the Stock Exchanges have been obtained.

We confirm the above undertakings on the date hereof and undertake that we will immediately communicate any changes in writing in the above information to the Bank and the Book Running Lead Managers until the date when the Offer Shares commence trading on the Stock Exchanges. In the absence of any such communication from us, you can assume that there is no change to the above information.

We further consent to the inclusion of any of the above information, with respect to us and the Offer Sales that may be required to be disclosed in the Red Herring Prospectus, the Prospectus and other Offer related documents.

This certificate may also be relied upon by the book running lead managers to the Offer and the legal advisors to each of the Bank and the book running lead managers in respect of the Offer.

All capitalized terms used but not specifically defined in this response shall have the meanings ascribed to such terms in the Red Herring Prospectus.

Yours faithfully,

For Amicus Capital Partners India Fund I



Authorised Signatory:

Name: Mahesh Parasuraman  
Place: Bengaluru

Cc:

**J. Sagar Associates**  
Vakils House,  
18 Sprott Road  
Ballard Estate,  
Mumbai 400 001

**Cyril Amarchand Mangaldas**  
Level 1 & 2, Max Towers  
C-001/A, Sector 16 B  
Noida – 201 301  
Uttar Pradesh



**ANNEXURE I**

Name of Selling Shareholder	Amicus Capital Partners India Fund I
Registered Address of the Selling Shareholder	Rocklines House, 3rd Floor, 9/1 Museum Road, Bangalore-560001
Date and Place of incorporation	May 2, 2016, Mumbai
Certificate of Incorporation	NA
Constitutional documents of the Selling shareholder, such as, Memorandum of Association and Articles of Association	NA
Telephone number	+91 9867248884
Nature of the Entity	Trust registered as a Category II Alternative Investment Fund with SEBI
Authorised Signatories	Mahesh Parasuraman, Sunil Theekath Vasudevan
PAN of Authorised Signatories	Mahesh Parasuraman – AAWPP1502E Sunil Theekath Vasudevan – AAGPV9835Q
Aadhar card or Passport of the Authorised Signatories	Attached separately
Fax number	-
Company registration number	NA
Number of equity shares held in the Bank	175,445
Number equity shares being offered under the Offer for Sale	Up to 17,544
Date of Board Resolution / authorization	July 24, 2023
Legal Counsel of the Selling Shareholder	M/s Crawford Bailey & Co.
Names of Directors/Authorized Signatories of the Selling Shareholder	Mahesh Parasuraman, Sunil Theekath Vasudevan
Details of bank account wherein proportion of the Offer for Sale proceeds of the Selling Shareholders are to be transferred (net of deductions and the applicable taxes)	
Account holder :	Amicus Capital Partners India Fund I
Bank:	HDFC Bank limited
Account Number:	50200021368281
IFSC Code:	HDFC0003689

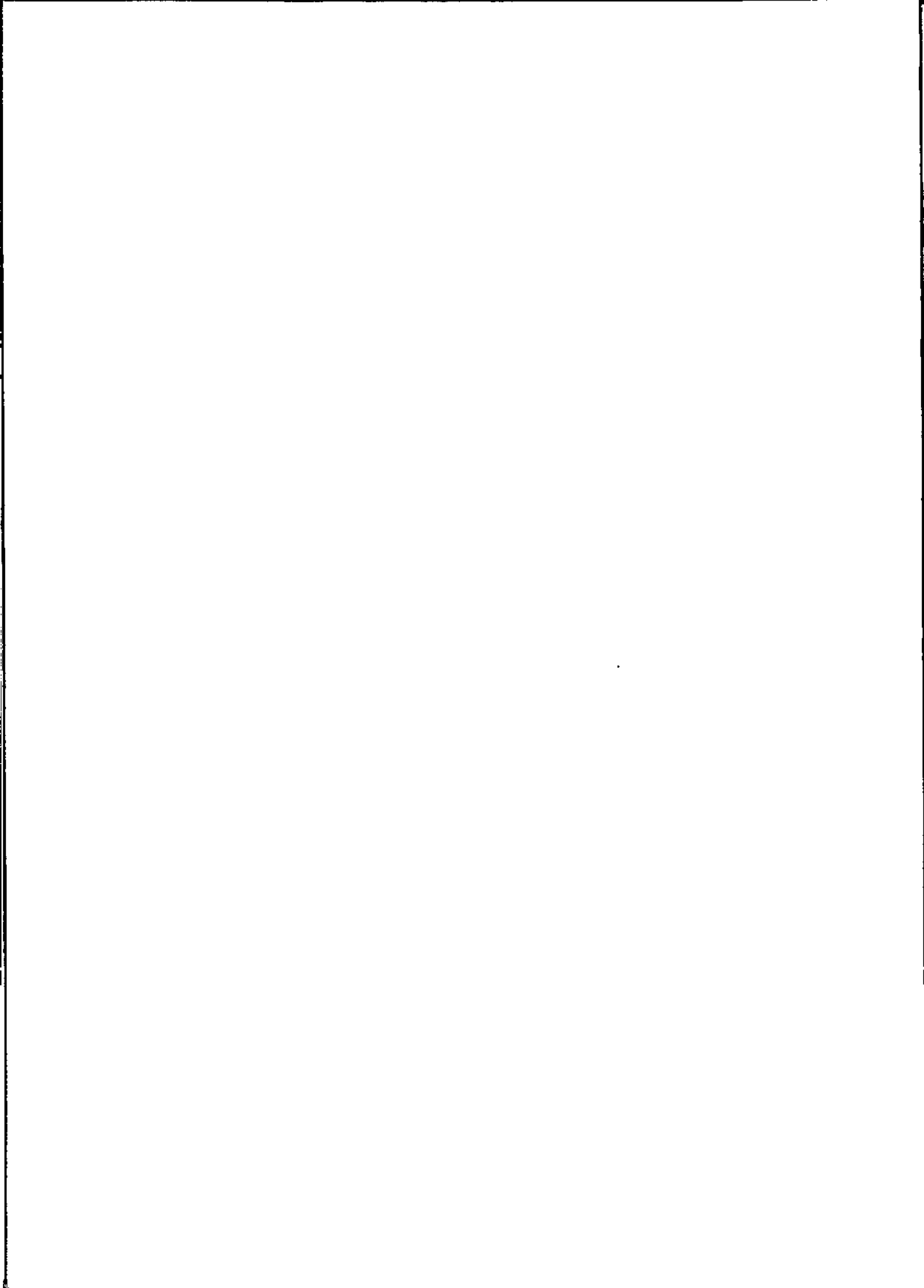
*Build-up of Selling Shareholder's shareholding in the Bank*

Date of Allotment/ Transfer	Nature of transaction	No. of equity shares	Nature if consideration	Face Value per equity share (₹)	Offer price per equity share (₹)
June 25, 2019	Acquisition	156,151	Cash	10	252
November 22, 2019	Acquisition	19,294	Cash	10	252
<b>Total</b>		<b>175,445</b>		<b>10</b>	<b>252</b>

**ANNEXURE II**

*[Certified true copies of such resolutions/ authorization letter]*

A handwritten signature in black ink, appearing to read "H. M. P.", located in the bottom right corner of the page.



**ANNEXURE A**

**CONSENT FORM**

*(Please note that specific instructions against each entry are indicated in Italics. Before filling up this Consent Form, please specifically read the Instructions, the checklist of documents and steps indicated in Annexure C, as well as the detailed terms of participation in the Offer for Sale, indicated in Enclosure A1. For your ease of reference, certain 'frequently asked questions' are also set out in Annexure D. Capitalized terms used herein, and not defined shall have the meaning ascribed to them elsewhere in the letter.)*

Name of the Shareholder (Sole/First Holder)	DARSHNA DEVI
Address	W/O KESHO RAM, GALI BABU NANAK CHAND VAKIL WALI, HOUSE NO. 80, WARD NO. 3, MANDI DABWALI, SIRSA-125104
Registered Folio No. (DPID and Client ID)	IN301549 61803046
Contact Details	Land line number (with STD code): <u>NA</u> Mobile number (with country code): <u>9876063350</u> E-mail id (Insert details): <u>CAJINDAL@GMAIL.COM</u>

Date: August 16, 2023

To:

Amit Sharma,  
Company Secretary  
Capital Small Finance Bank Limited  
MIDAS Corporate Park  
3rd Floor, 37, G.T. Road  
Jalandhar 144 001  
Punjab, India ]

**Subject: Consent to participate in the proposed initial public offering ("IPO") of equity shares of Capital Small Finance Bank Limited (the "Bank")**

Dear Sir(s),

1. I/we refer to the letter/email dated July 14, 2023, sent by the Bank, inviting me/us to participate in the offer for sale ("Offer for Sale"), in relation to the IPO of the Bank and to the letter/email dated July 26, 2023 including Annexure E ("Letter"). I/we agree and acknowledge that I/we have read the Letter, and understood its contents.
2. I/we confirm that I am/we are in compliance with the terms and conditions set out in the Letter for my/our participation in the Offer for Sale, and I/we undertake to comply with the terms and conditions as indicated therein. In addition, I/we confirm that I/we agree, acknowledge and confirm the additional terms and conditions set out in Enclosure A1 of this Consent Form - 'Confirmation and Covenants in relation to your participation in the Offer for Sale', and I/we undertake to comply with the terms and conditions as indicated

therein.

3. Accordingly, subject to the acceptance of my / our Offer Shares, I/we, holding 22704 Equity Shares, hereby consent to the inclusion of the following number of Equity Shares in the Offer for Sale ("Offer Shares"):

Name of first/sole holder(s) as per the Joint Holders	Permanent Account Number	Number of Offer Shares	In-Figures	In Words
DARSHNA DEVI	BFSPD7831J	22704	22704	Twenty Two Thousand, Seven Hundred & Four Only

4. In relation to my/our participation in the Offer for Sale, I am/ we are aware that my/ our Offer Shares need to be held continuously for a period of one year prior to the filing of the DRHP. Accordingly, I/we specifically confirm that I/we have held the Offer Shares for a continuous period from the date of acquisition below:

*(Strikeout additional rows or add additional rows, if required)*

S. No.	Number of Offer Shares	Date of Acquisition / Transfer	Cost of Acquisition / Transfer
	<i>(Number to be filled by Selling Shareholder)</i>	<i>(Date to be filled by all shareholders)</i>	
1.	[•] 6667	[•] 14-06-2021	[•] Rs. 150
2.	[•] 11499	[•] 02-12-2020	[•] Rs. 150
3.	[•] 4538	[•] 05-10-2020	[•] Rs. 150

I / We further agree and acknowledge that our Offer Shares (or a portion thereof) may be returned to me / us if such Offer Shares are not eligible to be included in the Offer for Sale, including as a result of such Offer Shares not having been continuously held by me / us for a period of one year prior to filing of the DRHP, or as a result of such Offer Shares not forming part of the issued and paid-up capital of the Bank as on the date of the Letter or being the subject matter of any dispute. Further, I / We further understand and acknowledge that my / our consent for the inclusion of the above number of Offer Shares as part of the Offer for Sale does not in any manner bind or compel the Bank to accept all the Offer Shares tendered by me / us.

5. *(To be filled up only by a non resident who wishes to avail of benefit under double taxation avoidance agreements)* I / We confirm that I / we am / are a company / individual incorporated / resident in / of \_\_\_\_\_ and is a tax resident of \_\_\_\_\_ under the provisions of the India \_\_\_\_\_ tax treaty (the "Treaty") and is entitled to avail itself of the beneficial provisions under the Treaty (including with respect to the direct or indirect sale of the equity in the Bank and (a) holds the valid Tax Residency Certificate; (b) holds the shares of the Bank as capital asset and not as stock in trade for business or profession (c) does not have a permanent establishment in India in terms of the Treaty or a business connection in India in terms of the provisions of Indian income tax laws nor has it received any communication from the Indian tax authorities alleging that it should be classified as having a permanent establishment in India; and (d) has been issued a permanent account number by the Indian tax authorities which is validly subsisting as of the date of this Consent Form.)



6. [In relation to my/our participation in the Offer for Sale, I/we am/are aware that my / our Offer Shares, need to be held in dematerialized form and accordingly, I/we [hereby confirm that my /our Offered Shares are in dematerialized form / undertake to dematerialise the Offer Shares (in case the Offer Shares are held in physical form) prior to the earlier of deposit of the Offer Shares in the escrow account(s) maintained with the Registrar, and no later than August 18, 2023.
7. I/we consent to the inclusion of my/our name as a selling shareholder in the draft red herring prospectus ("DRHP") to be filed with the Securities and Exchange Board of India ("SEBI") and stock exchanges where the equity shares are proposed to be listed, the red herring prospectus and the prospectus to be filed with the Registrar of Companies, Punjab and Chandigarh at Chandigarh ("RoC") and such other documents as may be required to be issued in relation to the IPO. I/we also hereby authorize the Bank to deliver a copy of this Consent Form to the RoC or any other regulatory or other authority, if required, pursuant to Sections 26 and 32 of the Companies Act, 2013, or any other applicable laws.
8. I/we consent to provide such documents as may be required by the Bank or by the book running lead manager(s) to the IPO ("BRLM(s)" or "Lead Managers"), so as to enable the Bank to undertake requisite filings with the regulatory authorities in India. Further, I/we agree to provide copies of RBI and / or other relevant approvals obtained at the time of the initial investment, as applicable, evidencing that the Equity Shares held are on a repatriation/non repatriation basis.
9. I / We acknowledge and consent to the applicable Offer for Sale expenses (including any expenses recoverable by the Bank from the selling shareholders pertaining to the IPO process undertaken in Fiscal 2022, as applicable), as decided by the Bank, to be deducted, in proportion to the number of Offer Shares sold, from my / our share of the proceeds of the Offer for Sale, prior to being disbursed to me / us.
10. I / We undertake that my / our participation in the Offer for Sale will not be while I am / we are in possession of any unpublished price sensitive information in relation to the Bank and the Offer Shares and that all information in respect of me / us that is relevant for an investor to make a decision in relation to the Offer Shares has been and shall be made generally available.

Sincerely,

(Strikeout additional rows)

	Name	Signature
Sole/First Holder	<input type="checkbox"/> DARSHNA DEVI	<input type="checkbox"/> Darshna Devi
Joint Holder 1	<input type="checkbox"/>	<input type="checkbox"/>
Joint Holder 2	<input type="checkbox"/>	<input type="checkbox"/>
Place	<input type="checkbox"/>	
Date	<input type="checkbox"/>	

Capitalised terms used but not defined herein shall have the meanings ascribed to such terms in the Letter.

#### ACKNOWLEDGEMENT SLIP

Received Consent Form and duly executed and [notarised power of attorney for resident selling shareholders] / [apostille power of attorney for non-resident selling shareholder] [Note: Retain, as applicable.] from \_\_\_\_\_, consenting to participate in the Offer for Sale by offering \_\_\_\_\_ Equity Shares.

Pursuant to the terms and conditions set out in the Letter, participation in the Offer for Sale is conditionally accepted for \_\_\_\_\_ Equity Shares, subject to deposit of such Equity Shares in the escrow account(s) maintained with the Registrar and compliance with the other conditions mentioned in the Letter.

For and on behalf of Capital Small Finance Bank Limited

Name:

Designation:

#### INSTRUCTIONS

- *Please read the following instructions carefully before filling the Consent Form.*
- *Consent Form should be complete in all respects including the relevant enclosures. Incomplete forms would not be considered.*
- *In case of joint holdings, all holders must sign in the same order in which their names appear in their beneficiary account.*
- *A body corporate (including a limited liability partnership) must affix its common seal on this Consent Form and enclose copies of its board resolution authorizing this transaction.*

**ANNEXURE A**  
**CONSENT FORM**

<b>Name of the Shareholder (Sole/First Holder)</b>	KALYANA CHAKRAVARTHY PILLA
<b>Address</b>	FLAT#101, FIRST FLOOR, VAMSIRAM JYOTHI LOTU APARTMENTS, ROAD NO 12, HUDA HEIGHTS, NEAR LOTUS POND, BANJARAHILS, HYDERABAD-500034
<b>Registered Folio No./ DP ID and Client ID</b>	DP ID -12081600 & CLIENT ID - 18929651
<b>Contact details</b>	Land line number (with STD code): _____ Mobile number (with country code): <u>+91-9820939740</u> E-mail id (insert details): <u>P.KALYANA@GMAIL.COM</u>

**Date:** 03-AUG-2023

**To:**

**Amit Sharma,**  
Company Secretary  
Capital Small Finance Bank Limited  
MIDAS Corporate Park  
3rd Floor, 37, G.T. Road  
Jalandhar 144 001  
Punjab, India ]

**Subject: Consent to participate in the proposed initial public offering ("IPO") of equity shares of Capital Small Finance Bank Limited (the "Bank")**

Dear Sir(s),

1. I/we refer to the letter/email dated July 14, 2023, sent by the Bank, inviting me/us to participate in the offer for sale ("Offer for Sale"), in relation to the IPO of the Bank and to the letter/email dated July 26, 2023 including Annexure E ("Letter"). I/we agree and acknowledge that I/we have read the Letter, and understood its contents.
2. I/we confirm that I am/we are in compliance with the terms and conditions set out in the Letter for my/our participation in the Offer for Sale, and I/we undertake to comply with the terms and conditions as indicated therein. In addition, I/we confirm that I/we agree, acknowledge and confirm the additional terms and conditions set out in Enclosure A1 of this Consent Form - 'Confirmation and Covenants in relation to your participation in the Offer for Sale', and I/we undertake to comply with the terms and conditions as indicated therein.
3. Accordingly, subject to the acceptance of my / our Offer Shares, I/we, holding 49,100 Equity Shares, hereby consent to the inclusion of the following number of Equity Shares in the Offer for Sale ("Offer Shares"):

Name of first/sole holders as well as the joint holders.	Permanent Account Number	Number of Offer Shares	In Figures	In Words
KALYANA CILAKRAVARTHY PILLA	A1JPK1722C	49,000	49,000	FOURTY NINE THOUSAND

4. In relation to my/our participation in the Offer for Sale, I am/ we are aware that my/ our Offer Shares need to be held continuously for a period of one year prior to the filing of the DRHP. Accordingly, I/we specifically confirm that I/we have held the Offer Shares for a continuous period from the date of acquisition below:

*(Strikeout additional rows or add additional rows, if required)*

S. No	Number of Offer Shares	Date of Acquisition / Transfer	Cost of acquisition (per Equity Share) (in ₹)
	<i>(Number to be filled by Selling Shareholder)</i>	<i>(Date to be filled by all shareholders)</i>	
1.	11,000	12-JULY-2013	25/-
2.	20,000	23-OCTOBER-2013	25/-
3.	15,000 (Rights Issue)	30-DECEMBER-2015	30/-
4.	3,000 (Bonus Shares)	9-OCTOBER-2014	NA

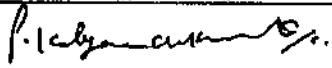
I / We further agree and acknowledge that our Offer Shares (or a portion thereof) may be returned to me / us if such Offer Shares are not eligible to be included in the Offer for Sale, including as a result of such Offer Shares not having been continuously held by me / us for a period of one year prior to filing of the DRHP, or as a result of such Offer Shares not forming part of the issued and paid-up capital of the Bank as on the date of the Letter or being the subject matter of any dispute. Further, I / We further understand and acknowledge that my / our consent for the inclusion of the above number of Offer Shares as part of the Offer for Sale does not in any manner bind or compel the Bank to accept all the Offer Shares tendered by me / us.

5. *(To be filled up only by a non resident who wishes to avail of benefit under double taxation avoidance agreements)* I / We confirm that I / we am / are a company / individual incorporated / resident in / of \_\_\_\_\_ and is a tax resident of \_\_\_\_\_ under the provisions of the India \_\_\_\_\_ tax treaty (the "Treaty") and is entitled to avail itself of the beneficial provisions under the Treaty (including with respect to the direct or indirect sale of the equity in the Bank and (a) holds the valid Tax Residency Certificate; (b) holds the shares of the Bank as capital asset and not as stock in trade for business or profession (c) does not have a permanent establishment in India in terms of the Treaty or a business connection in India in terms of the provisions of Indian Income tax laws nor has it received any communication from the Indian tax authorities alleging that it should be classified as having a permanent establishment in India; and (d) has been issued a permanent account number by the Indian tax authorities which is validly subsisting as of the date of this Consent Form.)
6. [In relation to my/our participation in the Offer for Sale, I/we am/are aware that my / our Offer Shares, need to be held in dematerialized form and accordingly, I /we [hereby confirm that my /our Offered Shares are in dematerialized form / undertake to dematerialise the Offer Shares (in case the Offer Shares are held in physical form) prior to the earlier of deposit of the Offer Shares in the escrow account(s) maintained with the Registrar, and no later than August 18, 2023.

7. I/we consent to the inclusion of my/our name as a selling shareholder in the draft red herring prospectus ("DRHP") to be filed with the Securities and Exchange Board of India ("SEBI") and stock exchanges where the equity shares are proposed to be listed, the red herring prospectus and the prospectus to be filed with the Registrar of Companies, Punjab and Chandigarh at Chandigarh ("RoC") and such other documents as may be required to be issued in relation to the IPO. I/we also hereby authorize the Bank to deliver a copy of this Consent Form to the RoC or any other regulatory or other authority, if required, pursuant to Sections 26 and 32 of the Companies Act, 2013, or any other applicable laws.
8. I/we consent to provide such documents as may be required by the Bank or by the book running lead manager(s) to the IPO ("BRLM(s)" or "Lead Managers"), so as to enable the Bank to undertake requisite filings with the regulatory authorities in India. Further, I/we agree to provide copies of RBI and / or other relevant approvals obtained at the time of the initial investment, as applicable, evidencing that the Equity Shares held are on a repatriation/non repatriation basis.
9. I / We acknowledge and consent to the applicable Offer for Sale expenses (including any expenses recoverable by the Bank from the selling shareholders pertaining to the IPO process undertaken in Fiscal 2022, as applicable), as decided by the Bank, to be deducted, in proportion to the number of Offer Shares sold, from my / our share of the proceeds of the Offer for Sale, prior to being disbursed to me / us.
10. I / We undertake that my / our participation in the Offer for Sale will not be while I am / we are in possession of any unpublished price sensitive information in relation to the Bank and the Offer Shares and that all information in respect of me / us that is relevant for an investor to make a decision in relation to the Offer Shares has been and shall be made generally available.

Sincerely,

(Strikeout additional rows)

	Name	Signature
<b>Sole/First Holder</b>	KALYANA CHAKRAVARTHY PILLA	
<b>Place</b>	HYDERABAD	
<b>Date</b>	03-AUG-2023	

Capitalised terms used but not defined herein shall have the meanings ascribed to such terms in the Letter.

#### ACKNOWLEDGEMENT SLIP

Received Consent Form and duly executed and [notarised power of attorney for resident selling shareholders] / [apostille power of attorney for non-resident selling shareholder] [Note: Retain as applicable.] from **KALYANA CHAKRAVARTHY PILLA**, consenting to participate in the Offer for Sale by offering 49,000 Equity Shares.

Pursuant to the terms and conditions set out in the Letter, participation in the Offer for Sale is conditionally accepted for 49,000 Equity Shares, subject to deposit of such Equity Shares in the escrow account(s) maintained with the Registrar and compliance with the other conditions mentioned in the Letter.

For and on behalf of Capital Small Finance Bank Limited

Name:

Designation:

## INSTRUCTIONS

- *Please read the following instructions carefully before filling the Consent Form.*
- *Consent Form should be complete in all respects including the relevant enclosures. Incomplete forms would not be considered.*
- *In case of joint holdings, all holders must sign in the same order in which their names appear in their beneficiary account.*
- *A body corporate (including a limited liability partnership) must affix its common seal on this Consent Form and enclose copies of its board resolution authorizing this transaction.*

**ANNEXURE A**  
**CONSENT FORM**

<b>Name of the Shareholder (Sole/First Holder)</b>	NALINI RAMPILLA
<b>Address</b>	FLAT#101, FIRST FLOOR, VAMSIRAM JYOTHI LOTU APARTMENTS, ROAD NO 12, HUDA HEIGHTS, NEAR LOTUS POND, BANJARAHILS, HYDERABAD-500034
<b>Registered Folio No./ DP ID and Client ID</b>	DP ID -12081600 & CLIENT ID – 18259800
<b>Contact details</b>	Land line number (with STD code): _____ Mobile number (with country code): <u>+91-9820939740</u> E-mail id (insert details): <u>NALINI.KALYANA@GMAIL.COM</u>

Date: 03-AUG-2023

To:

Amit Sharma,  
Company Secretary  
Capital Small Finance Bank Limited  
MIDAS Corporate Park  
3rd Floor, 37, G.T. Road  
Jalandhar 144 001  
Punjab, India ]

Subject: Consent to participate in the proposed initial public offering ("IPO") of equity shares of Capital Small Finance Bank Limited (the "Bank")

Dear Sir(s),

1. I/we refer to the letter/email dated July 14, 2023, sent by the Bank, inviting me/us to participate in the offer for sale ("Offer for Sale"), in relation to the IPO of the Bank and to the letter/email dated July 26, 2023 including Annexure E ("Letter"). I/we agree and acknowledge that I/we have read the Letter, and understood its contents.
2. I/we confirm that I am/we are in compliance with the terms and conditions set out in the Letter for my/our participation in the Offer for Sale, and I/we undertake to comply with the terms and conditions as indicated therein. In addition, I/we confirm that I/we agree, acknowledge and confirm the additional terms and conditions set out in Enclosure A1 of this Consent Form – 'Confirmation and Covenants in relation to your participation in the Offer for Sale', and I/we undertake to comply with the terms and conditions as indicated therein.
3. Accordingly, subject to the acceptance of my / our Offer Shares, I/we, holding 37,000 Equity Shares, hereby consent to the inclusion of the following number of Equity Shares in the Offer for Sale ("Offer Shares"):

Name of first/sole holders as well as the joint holders.	Permanent Account Number	Number of Offer Shares	In Figures	In Words
NALINI RAMPILLA	AMZPR3480L	37,000	37,000	THIRTY SEVEN THOUSAND

4. In relation to my/our participation in the Offer for Sale, I am/ we are aware that my/ our Offer Shares need to be held continuously for a period of one year prior to the filing of the DRHP. Accordingly, I/we specifically confirm that I/we have held the Offer Shares for a continuous period from the date of acquisition below:

*(Strikeout additional rows or add additional rows, if required)*

S. No	Number of Offer Shares	Date of Acquisition / Transfer	Cost of acquisition (per Equity Share) (in ₹)
	<i>(Number to be filled by Selling Shareholder)</i>	<i>(Date to be filled by all shareholders)</i>	
1.	20,000	23-OCTOBER-2013	25/-
2.	15,000 (Rights Issue)	30-DECEMBER-2015	30/-
3.	2,000 (Bonus Shares)	9-OCTOBER-2014	NA

I / We further agree and acknowledge that our Offer Shares (or a portion thereof) may be returned to me / us if such Offer Shares are not eligible to be included in the Offer for Sale, including as a result of such Offer Shares not having been continuously held by me / us for a period of one year prior to filing of the DRHP, or as a result of such Offer Shares not forming part of the issued and paid-up capital of the Bank as on the date of the Letter or being the subject matter of any dispute. Further, I / We further understand and acknowledge that my / our consent for the inclusion of the above number of Offer Shares as part of the Offer for Sale does not in any manner bind or compel the Bank to accept all the Offer Shares tendered by me / us.

5. *(To be filled up only by a non resident who wishes to avail of benefit under double taxation avoidance agreements)* I / We confirm that I / we am / are a company / individual incorporated / resident in / of \_\_\_\_\_ and is a tax resident of \_\_\_\_\_ under the provisions of the India \_\_\_\_\_ tax treaty (the "Treaty") and is entitled to avail itself of the beneficial provisions under the Treaty (including with respect to the direct or indirect sale of the equity in the Bank and (a) holds the valid Tax Residency Certificate; (b) holds the shares of the Bank as capital asset and not as stock in trade for business or profession (c) does not have a permanent establishment in India in terms of the Treaty or a business connection in India in terms of the provisions of Indian income tax laws nor has it received any communication from the Indian tax authorities alleging that it should be classified as having a permanent establishment in India; and (d) has been issued a permanent account number by the Indian tax authorities which is validly subsisting as of the date of this Consent Form.)
6. [In relation to my/our participation in the Offer for Sale, I/we am/are aware that my / our Offer Shares, need to be held in dematerialized form and accordingly, I /we [hereby confirm that my /our Offered Shares are in dematerialized form / undertake to dematerialise the Offer Shares (in case the Offer Shares are held in physical form) prior to the earlier of deposit of the Offer Shares in the escrow account(s) maintained with the Registrar, and no later than August 18, 2023.
7. I/we consent to the inclusion of my/our name as a selling shareholder in the draft red herring prospectus ("DRHP") to be filed with the Securities and Exchange Board of India ("SEBI") and stock exchanges



where the equity shares are proposed to be listed, the red herring prospectus and the prospectus to be filed with the Registrar of Companies, Punjab and Chandigarh at Chandigarh ("RoC") and such other documents as may be required to be issued in relation to the IPO. I/we also hereby authorize the Bank to deliver a copy of this Consent Form to the RoC or any other regulatory or other authority, if required, pursuant to Sections 26 and 32 of the Companies Act, 2013, or any other applicable laws.

8. I/we consent to provide such documents as may be required by the Bank or by the book running lead manager(s) to the IPO ("BRLM(s)" or "Lead Managers"), so as to enable the Bank to undertake requisite filings with the regulatory authorities in India. Further, I/we agree to provide copies of RBI and / or other relevant approvals obtained at the time of the initial investment, as applicable, evidencing that the Equity Shares held are on a repatriation/non repatriation basis.
9. I / We acknowledge and consent to the applicable Offer for Sale expenses (including any expenses recoverable by the Bank from the selling shareholders pertaining to the IPO process undertaken in Fiscal 2022, as applicable), as decided by the Bank, to be deducted, in proportion to the number of Offer Shares sold, from my / our share of the proceeds of the Offer for Sale, prior to being disbursed to me / us.
10. I / We undertake that my / our participation in the Offer for Sale will not be while I am / we are in possession of any unpublished price sensitive information in relation to the Bank and the Offer Shares and that all information in respect of me / us that is relevant for an investor to make a decision in relation to the Offer Shares has been and shall be made generally available.

Sincerely,

*(Strikeout additional rows)*

	Name	Signature
Sole/First Holder	NALINI RAMPILLA	<i>N. Nalini</i>
Place	HYDERABAD	
Date	03-AUG-2023	

*Capitalised terms used but not defined herein shall have the meanings ascribed to such terms in the Letter.*

**ACKNOWLEDGEMENT SLIP**

Received Consent Form and duly executed and [notarised power of attorney for resident selling shareholders] / [apostille power of attorney for non-resident selling shareholder] [Note: Retain as applicable.] from NALINI RAMPILLA, consenting to participate in the Offer for Sale by offering 37,000 Equity Shares.

Pursuant to the terms and conditions set out in the Letter, participation in the Offer for Sale is conditionally accepted for 37,000 Equity Shares, subject to deposit of such Equity Shares in the escrow account(s) maintained with the Registrar and compliance with the other conditions mentioned in the Letter.

**For and on behalf of Capital Small Finance Bank Limited**

Name:

Designation:

## INSTRUCTIONS

- *Please read the following instructions carefully before filling the Consent Form.*
- *Consent Form should be complete in all respects including the relevant enclosures. Incomplete forms would not be considered.*
- *In case of joint holdings, all holders must sign in the same order in which their names appear in their beneficiary account.*
- *A body corporate (including a limited liability partnership) must affix its common seal on this Consent Form and enclose copies of its board resolution authorizing this transaction.*



**ANNEXURE A**

**CONSENT FORM**

<b>Name of the Shareholder (Sole/First Holder)</b>	Oman India Joint Investment Fund II
<b>Address</b>	604/605/606, Lodha Supremus, Opposite Kamala Mills /World Tower, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013, Maharashtra
<b>Registered Folio No./ DP ID and Client ID</b>	IN303786 / 10005024
<b>Contact details</b>	Land line number (with STD code): +91 22 2421 0760 / +91 22 2421 00018 E-mail id (insert details): srinaths@oijif.com; ajay.limaye@oijif.com shrikant@oijif.com

**Date:** September 27, 2023

**To:**

Amit Sharma,  
Company Secretary and Compliance Officer  
Capital Small Finance Bank Limited  
MIDAS Corporate Park  
3rd Floor, 37, G.T. Road  
Jalandhar 144 001  
Punjab, India

**Subject: Consent to participate in the proposed initial public offering ("IPO") of equity shares of Capital Small Finance Bank Limited (the "Bank")**

Dear Sir(s),

1. We refer to the letter / email dated July 14, 2023, sent by the Bank, inviting us to participate in the offer for sale ("Offer for Sale"), in relation to the IPO of the Bank included in Annexure E ("Letter"). We acknowledge that we have read the Letter, and understood its contents.
2. We agree that we shall enter into an Offer Agreement and other related agreements with, *inter alia*, the Bank, BRLMs and other selling shareholders on mutually acceptable terms as may be required under the applicable laws in relation to the Offer for Sale. In addition, we acknowledge receipt of the draft terms and conditions set out in Enclosure A1 of this Consent Form – 'Confirmation and Covenants in relation to our participation in the Offer for Sale', which are currently indicative and non-binding on us but which will be discussed, negotiated, finalised between, *inter alia*, the Bank, BRLMs, and the selling shareholders (including us) and then form part of such Offer Agreement to be entered into by, *inter alia*, the Bank, BRLMs, and the selling shareholders (including us).
3. Accordingly, subject to the acceptance of our Offer Shares, we, holding 3,346,914 Equity Shares, hereby consent to the inclusion of the following number of Equity Shares in the Offer for Sale ("Offer Shares"):



Name of first/sole holders as well as the joint holders.	Permanent Account Number	Number of Offer Shares	In Figures	In Words
Oman India Joint Investment Fund II	AAATO5459R	Up to 836,728	Up to 836,728	Up to Eight lakh thirty six thousand seven hundred and twenty eight

4. In relation to our participation in the Offer for Sale, we are aware that our Offer Shares need to be held continuously for a period of one year prior to the filing of the DRHP. Accordingly, we specifically confirm that we have held the Offer Shares for a continuous period from the date of acquisition below:


No.	Number of Offer Shares	Date of Acquisition / Transfer	Cost of acquisition (per Equity Share) (in ₹)
1.	Up to 836,728	November 22, 2019	₹ 252 per Equity Share

We further agree and acknowledge that our Offer Shares (or a portion thereof) may be returned to us if such Offer Shares are not eligible to be included in the Offer for Sale as per the applicable law, including as a result of such Offer Shares not having been continuously held by us for a period of one year prior to filing of the DRHP, or as a result of such Offer Shares not forming part of the issued and paid-up capital of the Bank as on the date of the Letter or being the subject matter of any pending dispute. Further, we understand and acknowledge that our consent for the inclusion of the above number of Offer Shares as part of the Offer for Sale does not in any manner bind or compel the Bank to accept all the Offer Shares tendered by us.

5. In relation to our participation in the Offer for Sale, we are aware that our Offer Shares, need to be held in dematerialized form and accordingly, we hereby confirm that our Offered Shares are in dematerialized form.
6. We consent to the inclusion of our name as a selling shareholder in the draft red herring prospectus ("DRHP") to be filed with the Securities and Exchange Board of India ("SEBI") and stock exchanges where the equity shares are proposed to be listed, the red herring prospectus and the prospectus to be filed with the Registrar of Companies, Punjab and Chandigarh at Chandigarh ("RoC") and such other documents as may be required to be issued in relation to the IPO. We also hereby authorize the Bank to deliver a copy of this Consent Form to the RoC or any other regulatory or other authority, if required, pursuant to Sections 26 and 32 of the Companies Act, 2013, or any other applicable laws.
7. We consent to provide such documents as may be required by the Bank or by the book running lead manager(s) to the IPO ("BRLM(s)" or "Lead Managers"), so as to enable the Bank to undertake requisite filings with the regulatory authorities in India. Further, we agree to provide copies of RBI and / or other relevant approvals obtained at the time of the initial investment, as applicable, evidencing that the Equity Shares held are on repatriation basis.
8. We acknowledge and consent to applicable Offer for Sale expenses (including any expenses recoverable by the Bank from the selling shareholders pertaining to the IPO process undertaken in Fiscal 2022, as applicable) to be deducted, in proportion to the number of Offer Shares sold, from our share of the proceeds of the Offer for Sale, prior to being disbursed to us. Sincerely,

*[Handwritten Signature]*



	Name	Signature
<b>Sole/First Holder</b>	Oman India Joint Investment Fund II	Mr. Srinath Srinivasan (Authorised Signatory) 
<b>Place</b>	Mumbai	
<b>Date</b>	September 27, 2023	

*Capitalised terms used but not defined herein shall have the meanings ascribed to such terms in the Letter.*

.....  
**ACKNOWLEDGEMENT SLIP**

Received Consent from Oman India Joint Investment Fund II, consenting to participate in the Offer for Sale by offering up to 8,36,728 Equity Shares.

Participation in the Offer for Sale is conditionally accepted for up to 8,36,728 Equity Shares, subject to deposit of such Equity Shares in the escrow account(s) maintained with the Registrar and subject to the compliance with the other conditions mentioned in the Letter

**For and on behalf of Capital Small Finance Bank Limited**

Name:

Designation:

**INSTRUCTIONS**

- *Please read the following instructions carefully before filling the Consent Form.*
- *Consent Form should be complete in all respects including the relevant enclosures. Incomplete forms would not be considered.*
- *In case of joint holdings, all holders must sign in the same order in which their names appear in their beneficiary account.*
- *A body corporate (including a limited liability partnership) must affix its common seal on this Consent Form and enclose copies of its board resolution authorizing this transaction.*





ENCLOSURE A1

Confirmations and Covenants in relation to your Participation in the Offer for Sale

**A. General confirmation and covenants**

1. You confirm that you are the legal and beneficial holder of, and hold clear and marketable title to the Equity Shares proposed to be offered in the initial public offering ("IPO") of the Bank ("Offer Shares"), and that such Equity Shares are fully paid up and form part of the issued and paid-up capital of the Bank as on the date of the draft red herring prospectus for the terms and conditions for your participation in the Offer for Sale, are free from any pre-emptive rights, options, warrant, put, call, right of first refusal, commitment of sale, right to acquire or subscribe or any other right over any such Offer Shares, lien, trust, charges, pledges and encumbrances of any kind whatsoever. You further confirm that the Bank has the absolute right to reject any Offer Shares, which do not form part of the issued and paid-up capital of the Bank as on the aforesaid record date, or which are the subject matter of a dispute, whether or not of a legal nature, including in relation to its title.
2. You confirm that you have acquired, and hold the portion of your Offer Shares in full compliance with all applicable laws including Foreign Exchange Management Act, 1999 and rules made thereunder, the foreign direct investment policy of India including any eligibility criteria and/or investment limits set out therein, and in compliance with the terms of the approvals, whenever required, of relevant regulatory and statutory authorities, including as applicable, the *erstwhile* Foreign Investment Promotion Board and the Reserve Bank of India ("RBI"). If you are a non-individual, you confirm that you have acquired and hold the portion of the Offer Shares in full compliance with the constitutional documents.
3. You confirm that your portion of the Offer Shares would have been held by you for a continuous period of at least one year prior to the date of filing the draft red herring prospectus ("DRHP") with the Securities and Exchange Board of India ("SEBI"), in accordance with applicable laws. You confirm that Equity Shares are held by you in dematerialised form, and in the event Equity Shares are held in physical form, you undertake to dematerialize the Equity Shares on or before the date of filing of DRHP or such other date as Bank may decide.

However, please note that the above requirement of holding the Offer Shares for at least one year, is subject to certain exemptions, which includes:

- i. Offer Shares which are received on conversion or exchange of fully paid up compulsorily convertible securities including depository receipts, the holding period of such convertible securities is included in the calculation of the one year holding period;
- ii. Offer Shares which are received on conversion or exchange of fully paid-up compulsorily convertible securities, the conversion or exchange should be completed prior to filing of the RHP. Please note that full disclosure of the terms of conversion or exchange are required to be made in the Offer Documents;
- iii. Offer Shares which are issued under a bonus issue, the securities on which the bonus issue is made has been held for a period of at least one year prior to the filing of the DRHP. Also, (a) such bonus shares are issued out of free reserves and share premium existing in the books of account of the Bank as at the end of the financial year preceding the financial year in which the DRIP is filed with SEBI; and (b) such bonus shares are not issued by utilization of revaluation reserves or unrealized profits of the Bank and are eligible for being offered for sale in the Offer; and
- iv. Offer Shares which have been acquired pursuant to any scheme approved by a High Court under the sections 391 to 394 of the Companies Act, 1956, or approved by a tribunal or the Central Government under sections 230 to 234 of the Companies Act, 2013, as applicable, in lieu of business and invested

98



capital which has been in existence for a period of more than one year prior to approval of such scheme.

Further, the Offer Shares should be free from all liens, charges and encumbrances, including 'lock-in' (other than any arrangement entered into with the BRLMs for the purpose of the Offer), and together with all rights attached thereto. If the Offer Shares held by you are subject to any restraining order of any court or tribunal, any charge, lien, encumbrance or transfer restriction of any kind whatsoever, they cannot be offered in the Offer for Sale. Please note that the one year continuous period will be prior to the date of filing of the DRHP, and not from the last date for submission of the Consent Form.

4. You undertake that your Offer Shares shall be transferred to allottees in the Offer without any delay or demurral on allotment and in accordance with the instructions of the registrar to the Offer ("Registrar"), free and clear of any encumbrances and shall be transferred to an escrow demat account at the appropriate stage post filing of the DRHP, in compliance with the provisions of applicable laws, in accordance with the directions of the board of directors of the Bank and in accordance with the terms of the offer agreement and the share escrow agreement once entered into among parties, as applicable.
5. If you are a non-individual, you confirm that you have been duly incorporated, registered and are validly existing and in good standing under the applicable laws and no steps have been taken for your winding up, liquidation, dissolution or receivership under the applicable laws and you have the corporate power and authority to own or lease your movable and immovable properties, and to conduct your business.
6. If you are a non-individual, you confirm that you are not in breach of your constitution or any agreement or instrument binding on you or any applicable law, by the sale and delivery of the Offer Shares in the Offer.
7. You confirm that there is no agreement or commitment outstanding which calls for the transfer of, or accords to any person the right to call for the transfer of the Offer Shares, whether directly or indirectly, and the Offer Shares to be sold by you pursuant to the Offer for Sale are not subject to any restrictions on transfer, including, without limitation, any lock-up, standstill or other similar agreements or arrangements.
8. If you are a body corporate, you confirm that (a) neither you, nor your directors or promoters, or persons in control, have been debarred or prohibited from accessing the capital markets or restrained from buying, selling or dealing in securities, in either case, under any order or directions passed by SEBI or any securities market regulator in any other jurisdiction or any other authority/court; (b) no action or investigation has been initiated either against you or your directors or shareholders, including show cause notices issued, by SEBI or any other regulatory authority, whether in India or abroad, against you, which will prevent you from offering and selling your portion of the Offer Shares in the Offer; (c) you have not been identified as wilful defaulters by the RBI; (d) you have not committed any securities laws violations in the past nor has any proceedings (including show cause notices) been pending against you nor SEBI or any other governmental entity had initiated any action or investigation against you; and (e) that you are in compliance with Companies (Significant Beneficial Ownership) Rules, 2018, as amended and to the extent applicable.
9. If you are a trust, you confirm that (a) neither you, nor any other trustee or beneficiaries or settlors, have been debarred or prohibited from accessing the capital markets or restrained from buying, selling or dealing in securities, in either case, under any order or directions passed by SEBI or any securities market regulator in any other jurisdiction or any other authority/court; (b) no action or investigation has been initiated either against you, nor any other trustee or beneficiaries or settlors, and you or any other trustee or beneficiaries or settlors have not been identified as wilful defaulters by the RBI; and (c) you have not committed any securities laws violations in the past nor has any proceedings (including show cause notices) been pending against you nor SEBI or any other governmental entity had initiated any action or investigation against you; and (d) you are in compliance with Companies (Significant Beneficial Ownership) Rules, 2018, as amended to the extent applicable.
10. If you are a Hindu Undivided Family ("HUF"), you confirm that (a) neither you, nor any other member of the HUF, have been debarred or prohibited from accessing the capital markets or restrained from buying,



selling or dealing in securities, in either case, under any order or directions passed by SEBI; (b) no action or investigation has been initiated either against you, or any other member of the HUF, and you or any other member of the HUF have not been identified as wilful defaulters by the RBI; (c) you have not committed any securities laws violations in the past nor has any proceedings (including show cause notices) been pending against you nor SEBI or any other governmental entity had initiated any action or investigation against you; and (d) you are in compliance with Companies (Significant Beneficial Ownership) Rules, 2018, as amended to the extent applicable.

11. If you are not a body corporate, trust or a HUF, you confirm that (a) you have not been debarred or prohibited from accessing the capital markets or restrained from buying, selling or dealing in securities, in either case under any order or directions passed by SEBI; (b) no action or investigation has been initiated either against you, and you have not been identified as wilful defaulters by the RBI and (c) you are not a "fugitive economic offender" under section 12 of the Fugitive Economic Offenders Act, 2018; (d) you have not committed any securities laws violations in the past nor has any proceedings (including show cause notices) been pending against you nor SEBI or any other governmental entity had initiated any action or investigation against you; and (e) you are in compliance with Companies (Significant Beneficial Ownership) Rules, 2018, to the extent applicable.
12. You confirm and undertake that any of the agreements to be executed on your behalf, in relation to the IPO, will constitute a valid and legally binding instrument, and will be enforceable against you in accordance with its terms. Further, the execution and delivery of such agreements on your behalf, and the performance by you of any obligations as contemplated under such agreements shall not conflict with, or result in a breach or default or violation of any provision of applicable laws or any agreement, obligation, condition or covenant contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other instrument binding on you or to which you or any of your assets or properties are party or subject or any judgment, order or decree of any governmental or regulatory body, administrative agency, arbitrator or court or other authority having jurisdiction. If you are non-individual, execution of any such agreement or performance thereof, will not result default or violation or breach of any of the constitutional documents. Further, you are not aware of, nor you are party to any legal proceeding or action by any regulatory or governmental authority or any third party, that could hinder your ability to participate in the Offer or affect the rights of the purchasers of your Offer Shares in the Offer.
13. Unless you are an Exempted Shareholder <sup>1</sup> or as may be specifically exempted by SEBI, you agree that the Equity Shares held by you other than the Offer Shares sold in the IPO, shall be locked-in from the date of allotment / transfer of Equity Shares in the IPO for a period of six months.
14. If you are a body corporate, you confirm that you have the power, capacity and authority to offer and sell your portion of the Offer Shares and that you have obtained all the requisite corporate approvals pertaining to the Offer for Sale, including resolutions passed by your board of directors, approving your participation in the Offer for Sale. You confirm that you have obtained all the consents which may be required under applicable law and/or under contractual arrangements by which you may be bound, pertaining to your participation in the Offer and has complied with, and shall comply with, the terms and conditions of such approvals and consents and all applicable laws.
15. If you are a trust or a HUF, you confirm you have the power, capacity and authority to offer and sell your portion of the Offer Shares and that you have obtained all the requisite approvals pertaining to the Offer for Sale, approving your participation in the Offer for Sale. You confirm that you have obtained all the consents which may be required under applicable law and/or under contractual arrangements by which you may be bound, pertaining to your participation in the Offer and has complied with, and shall comply with, the terms and conditions of such approvals and consents and all applicable laws.
16. You confirm and undertake that you have not entered, and shall not enter into, buyback arrangements

<sup>1</sup> If you are a venture capital fund or alternative investment fund of category I or Category II or a foreign venture capital investor, and the equity shares held by you have already been held for a continuous period of one year from the date of your purchase of the equity shares.





directly or indirectly for purchase of the Equity Shares to be offered and sold in the IPO.

17. You confirm and undertake that neither you nor your affiliates (in case you are a body corporate) or any person acting on your or their behalf has not taken or will take, directly or indirectly, any action designed to, or which might reasonably be expected to, cause or result in the stabilization or manipulation of the price of any security of the Bank to facilitate the sale or resale of the Equity Shares pursuant to the IPO.
18. You confirm and undertake that neither you nor any of your representatives will affect any amendment or supplement to the Offer Documents without the prior written consent of the book running lead managers to the IPO ("BRLMs" or "Lead Managers"). You confirm and undertake that neither you nor any of your representatives will not make any offer relating to the Offer Shares by means of any offering materials other than the Offer Documents without the prior written consent of the Lead Managers.
19. You confirm that you are not aware of and do not anticipate any legal proceeding or action by any regulatory or governmental authority or any third party, that could hinder your ability to participate in the Offer for Sale or affect the rights of the purchasers of the Offer Shares in the IPO.
20. If you are a trust, you undertake that you shall not, and shall ensure that your trustees, beneficiaries and settlors shall not, resort to any legal proceedings in respect of any matter having a bearing on the IPO, except in consultation with and after receipt of a prior written approval from the Bank and the Lead Managers
21. If you are a HUF, you undertake that you shall not, and shall ensure that members of your HUF, shall not, resort to any legal proceedings in respect of any matter having a bearing on the IPO, except in consultation with and after receipt of a prior written approval from the Bank and the Lead Managers.
22. If you are a body corporate, you undertake that you shall not, and shall ensure that your directors, officers, subsidiaries, associates, affiliates, members, promoters, persons in control, employees, agents or any other person connected or affiliated with you, shall not, resort to any legal proceedings in respect of any matter having a bearing on the IPO, except in consultation with and after receipt of a prior written approval from the Bank and the Lead Managers.
23. If you are not a body corporate, trust or HUF, you undertake that you shall not, and shall ensure that affiliates or any other person connected or affiliated with you, shall not, resort to any legal proceedings in respect of any matter having a bearing on the IPO, except in consultation with and after receipt of a prior written approval from the Bank and the Lead Managers.
24. You undertake that you shall disclose and furnish to the Bank and the Lead Managers, promptly, all information and documents relating to: (i) any pending, threatened or potential litigation, arbitration, complaint or notice that may affect the Offer for Sale or the Offer Shares; (ii) any other material development, relating to you or the Equity Shares offered by you in the Offer for Sale, which may have an effect on the IPO or otherwise on the Bank, until the listing and trading of Equity Shares on the stock exchanges. You undertake to provide requisite support and cooperation and to disclose and furnish to the Bank and the Lead Managers, at the earliest, all information, documents, certificates, reports and particulars for the purposes of the Offer including opinions and certifications of legal counsels, as may be reasonably required or requested by the Bank or the Lead Managers or their affiliates, in writing, to enable the Bank and the Lead Managers to cause the filing, in a timely manner, of such documents, certificates, reports and particulars, as may be required under any applicable laws. You also undertake to promptly inform the Lead Managers and the Bank in writing of any change to such information, confirmation and certifications until the date of listing. In the absence of such intimation from you, such information, confirmation and certifications shall be considered updated.
25. You undertake to provide requisite support and cooperation and to disclose and furnish to the Bank and the Lead Managers, at the earliest, all information, documents, certificates, reports and particulars for the purposes notifying SEBI, the Registrar of Companies, the stock exchange(s) or any other governmental or



regulatory authority and investors of any queries raised or reports sought, by SEBI, the Registrar of Companies, the stock exchange(s) or any other governmental or regulatory authority.

26. If you are a body corporate, trust or HUF, you understand and acknowledge that certain details in relation to you may require to be disclosed in the offer documents relating to the IPO. In this regard, you agree to provide and to the inclusion of the details, as set out in Enclosure A2 to the consent form, in the offer documents relating to the IPO and such other documents as may be required to be issued in relation to the Offer.
27. You confirm and undertake to not offer any incentive and payment, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise, to any person for making a bid in the Offer, and shall not make any payment, whether direct or indirect, whether in the nature of discounts, commission, allowance or otherwise, to any person who makes a bid in the Offer.
28. You confirm that the information, confirmation and certifications provided by you pursuant to the consent form including in relation to statements made by you as a selling shareholder and your portion of Offer Shares, are true, fair, adequate, accurate, not misleading and without omission of any matter that is required to be stated or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and undertake to promptly inform the Lead Managers and the Bank of any change to such information, confirmation and certifications until the date when the Equity Shares commence trading on the stock exchanges. In the absence of such intimation from you, such information, confirmation and certifications shall be considered updated.
29. You agree and acknowledge that you will not have access to monies raised in the Offer until receipt of final listing and trading approvals from the stock exchanges and the receipt of which may be delayed in the event of (i) non-receipt of a regulatory approval within the specified timelines or non-compliance with the conditions specified in the approval; (ii) existence of any litigation resulting in a stay on the Offer; (iii) instruction by SEBI or any other regulatory authority to the Bank prohibiting it from proceeding with the Offer or (iv) for any other reason beyond the control of the Bank. You undertake to refund the money raised in the Offer, to the applicants if required to do so for any reason, including the failure to obtain listing and trading approvals or under any direction or order of SEBI, the stock exchanges, the Registrar of Companies, the GoI or any regulatory or supervisory authority or court or tribunal (inside or outside India) and further agreed and undertakes to pay interest on such money as may be required under applicable law or orders of SEBI, the stock exchanges, the Registrar of Companies, the GoI or any other regulatory or supervisory authority or court or tribunal.
30. You confirm and undertake that you shall not, without prior consultation with the Lead Managers, during the period commencing from the date of the execution of the offer agreement and ending on the date, earlier of, (a) 180 (one hundred and eighty) calendar days after the date of the Prospectus; (b) the date on which the ASBA accounts of bidders (other than Anchor Investors) are unblocked or bid monies are refunded (in case of Anchor Investors) on account of inter-alia, failure to obtain listing approvals in relation to the Offer or under-subscription in the Offer; or (c) the date as on which the Offer is withdrawn, postponed or abandoned, as applicable, directly or indirectly; or (d) such other date as may be agreed to, under the Offer Agreement: (i) offer, transfer, lend, pledge, sell, contract to sell or issue, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer, dispose of, or create any encumbrances in relation to, any Equity Shares (other than the Offer Shares) or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Equity Shares; (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Equity Shares (other than the Offer Shares) or any other securities convertible into or exercisable as or exchangeable for Equity Shares (other than the Offer Shares); (iii) publicly announce any intention to enter into any transaction described in (i) or (ii) above; whether any such transaction described in (i) or (ii) above is to be settled by delivery of Equity Shares or such other securities, in cash or otherwise; or (iv) engage in any publicity activities prohibited under applicable law in any jurisdiction in which the Offer Shares are being offered; and (iv) undertake any other activities as may be agreed to, under the Offer Agreement. Provided that the foregoing shall not be applicable to the transfer of Offer Shares by it pursuant to the Offer, as contemplated in the offer documents.



Further, in the event of any inconsistency between the terms of this paragraph and the Offer Agreement, the terms of the Offer Agreement shall prevail.

You further confirm and undertake that you shall not, from the date of execution of the Offer Agreement, without the prior written consent of the Lead Managers, (x) offer, transfer, lend, pledge, sell, contract to sell or issue, sell any option or contract to purchase, purchase any option or contract to sell or issue, grant any option, right or warrant to purchase, lend, or otherwise transfer, dispose of, or create any encumbrances in relation to, any Offer Shares; (y) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Offer Shares; (z) publicly announce any intention to enter into any transaction described in (x) or (y) above; whether any such transaction described in (x) or (y) above is to be settled by delivery of Offer Shares, in cash or otherwise; and (aa) undertake any other activities as may be agreed to, under the Offer Agreement. Provided that the foregoing shall not be applicable to the transfer of Offer Shares by it pursuant to the Offer, as contemplated in the Offer Documents. Further, in the event of any inconsistency between the terms of this paragraph and the Offer Agreement, the terms of the Offer Agreement shall prevail.

31. You confirm to have authorised the Lead Managers to issue and circulate the Offer Documents to prospective investors, subject to compliance with applicable laws in any relevant jurisdiction.
32. You confirm and undertake that neither you nor any of your affiliates acting on your behalf, have transferred or will, transfer or transmit any information to any of the Lead Managers in violation, or alleged violation, of any applicable law in relation to confidentiality or insider trading (including in relation to furnishing information to analysts).
33. You agree to have authorised the compliance officer of the Bank and the Registrar to redress complaints, if any, of the investors in relation to your portion of the Offer Shares and to assist the Bank in redressal of investor grievances, if any, in relation to your portion of the Offer Shares being transferred by you in the Offer.
34. You undertake to provide all such information, reports, statements, declarations, undertakings, clarifications, documents and certifications as required by the Bank and Lead Managers with respect to IPO and undertake that such information, declarations, reports, statements, undertakings, documents etc. as may be provided by you and your representatives in connection with the Offer shall be true and accurate and shall not omit any relevant material information.
35. You confirm and undertake to pay or procure payment of, promptly upon the same becoming due, any fees, stamp, registration or other taxes and duties, including interest and penalties, payable on or in connection with the sale of its portion of the Offer Shares to any bidder pursuant to the Offer in accordance with terms of the offer documents, in compliance with applicable laws. You further undertake to pay any goods and services tax, or similar taxes, cess, duties, charges payable in connection with the payment of commission and fees payable to the Lead Managers in accordance with terms of agreement entered in relation to the Offer and procure any certificate from a chartered accountant with respect to direct tax liability pursuant to the Offer, as may be required by the Lead Managers.
36. You agree and confirm to use commercially reasonable efforts, in cooperation with the Lead Managers, to qualify your portion of the Offer Shares under the applicable securities laws of such jurisdictions as the Lead Managers may reasonably designate (other than requirements which would necessitate registration of a prospectus in such jurisdiction) and to maintain such qualifications in effect for any period that may reasonably be necessary to complete the distribution of the Equity Shares.
37. You agree and acknowledge to comply with selling and transfer restrictions as may be implemented by the Bank and the Lead Managers to ensure that the Offer and the Bank is in compliance with securities laws of jurisdictions where such offer or sale are expected to be made, to the extent applicable.
38. You confirm and undertake to provide to the Lead Managers (i) a draft of the opinions and certifications of its Indian and local legal counsel, as applicable, prior to the date of filing of the DRHP, in such form and



manner as acceptable to the Lead Managers, including the points as specified in Annexure F to this letter; and (ii) executed versions of the opinions and certifications of its Indian and local legal counsel, as applicable, on the date of transfer of its portion of the Offer Shares in the Offer.

39. You agree and acknowledge that certain processes outlined in this letter for your participation in the Offer for Sale, may be subject to certain regulatory approvals and consents, including from the RBI. If such approvals are not obtained in a timely manner or at all, while the Bank reserves the right to modify or vary the terms of your participation in the Offer for Sale, you agree that the Bank also reserves the right to cancel your participation in the Offer for Sale and the Equity Shares shall be returned to you.
40. You confirm that you are in compliance with the publicity and research guidelines and have not engaged and undertakes to not engage in any publicity activities prohibited under the SEBI ICDR Regulations. You confirm and undertake that, you are not engaged in active selling and/or marketing of shares of the Bank in India or abroad and that you have not made any statements including predictions, projections or forecasts in relation to the Bank.
41. You agree and acknowledge that in the event that any requests are made to the Lead Managers to deliver any documents or information relating to the Offer to you, or delivery of any such documents or information is required by applicable laws to be made, via electronic transmissions, the privacy or integrity of such electronic transmissions cannot be guaranteed. You further agree and acknowledge that to the extent that any documents or information relating to the Offer are transmitted electronically by the Lead Managers, it releases the Lead Managers and their respective affiliates, and their respective directors, employees, agents, representatives and advisors, as applicable, from any loss or liability that may be incurred whether in contract, tort or otherwise, in respect of any error or omission arising from, or in connection with, electronic communication of any information, or reliance thereon, by it or its affiliates or its respective directors, employees, agents, representatives and advisors, and including any act or omission of any service providers, and any unauthorised interception, alteration or fraudulent generation or transmission of electronic transmission by any third parties.
42. You agree and confirm that the Bank has the sole and absolute discretion and authority to withdraw this Letter and/or not proceed with the IPO at any point, until allotment and/or transfer of Equity Shares pursuant to the IPO, including on the grounds of non-receipt of any approvals that may be required or deemed necessary in respect of the IPO, including any approvals from regulatory authorities including, but not limited to, SEBI or RBI.
43. I / We confirm that the sale of Offer Shares when undertaken pursuant to the IPO (i) will be a genuine transaction which will not result in circular trading as a result of any actions undertaken by me /us, or persons acting in concert with me /us; (ii) is intended to involve change of legal and beneficial ownership; and (iii) is not being executed to create false volumes which could result in upsetting the market equilibrium.
44. I / We agree and confirm that submission of a consent form does not in any manner obligate or bind the Bank to accept any Equity Shares offered by me /us and that, in the event that I / we fail to observe the restrictions or comply with any conditions of the IPO process or any legal or regulatory requirements, the decision regarding my / our participation in the Offer for Sale shall be at the sole and absolute discretion of the Bank.
45. You acknowledge that post scrutiny of your consent form and ascertaining the eligibility of your Equity Shares, a communication, either through physical or electronic mode, will be dispatched by the Bank/ registrar to the Offer, confirming the number of Equity Shares accepted for participation in the Offer for Sale. You undertake that the dispatch of such communication from the Bank/ Registrar shall be deemed a valid, binding and irrevocable contract to participate in the Offer for Sale, and you will not have the right to change the number of or withdraw any Offer Shares proposed for sale or included in the Offer for Sale, without the prior consent of the Bank and the Lead Managers.

**B. Additional confirmations and covenants**

RP



1. You agree that you shall complete the dematerialization of your Offer Shares, if any shares are held in physical form, and deposit such dematerialized Offer Shares proposed for sale in the Offer for Sale in the escrow account(s) as indicated in Annexure A of the letter, on or before the date as shall be communicated by the Bank either through physical or electronic mode, and comply with such instructions and conditions as will be set out in the communication sent to you.
2. You agree that you shall also submit a photocopy of the delivery instructions or counterfoil of the delivery instructions submitted to the depository participant of your depository account and duly acknowledged by such depository participant crediting the Offer Shares to the escrow account(s). In addition, you agree to undertake such additional steps as may be required to ensure that the Offer Shares are available for transfer under the Offer for Sale and are transferred to the successful bidders within the specified time.
3. You agree that in case of any discrepancy between the Offer Shares deposited in escrow account(s) and the number of Offer Shares mentioned in the Consent Form, then the lower number of Equity Shares will be considered for the Offer for Sale and the excess number of Equity Shares will be returned.
4. You agree to undertake such additional steps as may be required to ensure that the Offer Shares are available for transfer under the Offer for Sale and are transferred to the successful bidders in the IPO within the specified time.
5. You agree and acknowledge that, at the sole discretion of the Bank and the Lead Managers, the Bank, in its capacity as the recipient of your power of attorney, may obtain on your behalf, a legal opinion, in a form and manner to the satisfaction of the Bank and the Lead Managers covering such matters as may be required, including the indicative points detailed in Annexure C at different stages of the IPO process, addressed to the Bank and the Lead Managers, in relation to certain matters relating to yourself and your Offer Shares.
6. You agree that if you submit multiple consent forms, whether or not through physical or electronic modes, the Bank shall consider, at its sole and absolute discretion, the application form which indicates the lowest number of Equity Shares, and any other consent forms shall be rejected.
7. You agree that you shall submit in physical form to the Bank or the Registrar, as the case may be, the duly executed and notarised power of attorney in favour of the Bank to sign certain offer documents and IPO agreements on your behalf and to take decisions on your behalf in relation to size, timing and pricing for the IPO, stamped for adequate value, and duly notarized, in the format annexed as Annexure B, as applicable, to this Letter, on or before September 6, 2021.
8. You agree that in the event the power of attorney is deemed to be inadequately stamped or improperly executed, the Bank has the sole and absolute right to reject your consent form.
9. Furthermore, if you are a non-resident:
  - i. You agree that the power of attorney to be executed by you shall be duly authenticated, inter alia, by an Indian consul, vice-consul, or representative of the Government of India, as applicable.
  - ii. You agree to provide such documents as may be required by the Bank or by the Lead Managers, so as to enable requisite filings with the regulatory authorities in India. Specifically, if you are a non-resident Indian, you agree to provide copies of RBI approvals obtained by you at the time of the initial investment, as applicable, evidencing that the Equity Shares held by you are on a repatriation/non- repatriation basis.
10. You agree that in the event of any change in the nature of your holding of the Offer Shares or a change in your constitution or legal existence, you will immediately intimate the Bank at [ofs@capitalbank.co.in](mailto:ofs@capitalbank.co.in).
11. You agree that the Bank shall also be entitled to seek additional information, documents and representations from you, including for your continued participation in the Offer for Sale.



*Capitalised terms used but not defined herein shall have the meanings ascribed to such terms in the Letter.*



**ENCLOSURE A2**  
**Details of Selling Shareholders**

- a. Name of Selling Shareholder: Oman India Joint Investment Fund II
- b. Number of Equity Shares to be offered in the OFS portion: up to 836,728 Equity Shares
- c. Legal counsel of Selling Shareholder: M/s Crawford Bayley & Co.
- d. Date of authorization: August 9, 2023
- e. Date of consent letter: September 27, 2023
- f. Registered address: 604/605/606, Lodha Supremus, Opposite Kamala Mills /World Tower, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013, Maharashtra
- g. PAN No.: AAATO5459R
- h. Details of bank account wherein proportion of the Offer for Sale proceeds of the Selling Shareholders are to be transferred (net of deductions and the applicable taxes):

Account holder: Oman India Joint Investment Fund II  
 Bank: State Bank of India  
 Account Number: 37191112906  
 IFSC Code: SBIN0009995

- i. Build-up of shareholding in the Bank:

Date of transaction	Nature of transaction (acquisition/sale/gift)	No. of Equity Shares	Cost per Equity Share (₹)	Total Cost (₹)
November 22, 2019	Private Placement	3,346,914	252	843,422,328

- j. Specimen signatures of authorised signatories (applicable for selling shareholder which is a body corporate/partnership firm/trust/HUF):

Sr. No.	Name	Designation	Signature
1.	Mr. Srinath Srinivasan	CEO – Oman India Joint Investment Management Company Private Limited	

- k. Date of incorporation/constitution (applicable for a selling shareholder which is a body corporate/partnership firm): N.A
- l. Address of registered office (applicable for a selling shareholder which is a body corporate/partnership firm): N.A
- m. Business which the Selling Shareholder is presently engaged in (applicable for a selling shareholder which is a body corporate/partnership firm): N.A
- n. Names of the partners (applicable for a selling shareholder which is a partnership firm): N.A



- o. Details of trustees (applicable for a selling shareholder which is a trust):  
The selling shareholder is OIIF II and trustee for the same is Oman India Joint Investment Fund Trustee Company Private Limited
- p. Name of the legislation, date of the deed pursuant to which the Selling Shareholder was constituted and purpose of formation (applicable for a selling shareholder which is a trust): The Selling Shareholder was constituted on May 13, 2016 under the SEBI (Alternative Investment Funds) Regulations 2012 as Category II AIF. The Selling Shareholder is a Private Equity Fund.
- q. Name of Karta (*applicable for a selling shareholder which is a HUF*): N.A
- r. Names of coparceners (*applicable for a selling shareholder which is a HUF*): N.A

\*\*\*\*\*



ANNEXURE A

**CONSENT FORM**

*(Please note that specific instructions against each entry are indicated in Italics. Before filling up this Consent Form, please specifically read the instructions, the checklist of documents and steps indicated in Annexure C, as well as the detailed terms of participation in the Offer for Sale, indicated in Enclosure A1. For your ease of reference, certain 'frequently asked questions' are also set out in Annexure D. Capitalized terms used herein, and not defined shall have the meaning ascribed to them elsewhere in the letter.)*

<b>Name of the Shareholder (Sole/First Holder)</b>	Rachna Monga
<b>Address</b>	91, New Jawahar Nagar, Jalandhar, 144001, Punjab
<b>Registered Folio No./ DP ID and Client ID</b>	1204720019552687
<b>Contact details</b>	Land line number (with STD code): <u>NA</u> Mobile number (with country code): 91-9878639611 E-mail id (insert details): mongarachna@hotmail.com

Date: *August 04, 2023*

To:

Amit Sharma,  
Company Secretary  
Capital Small Finance Bank Limited  
MIDAS Corporate Park  
3rd Floor, 37, G.T. Road  
Jalandhar 144 001  
Punjab, India ]

**Subject: Consent to participate in the proposed initial public offering ("IPO") of equity shares of Capital Small Finance Bank Limited (the "Bank")**

Dear Sir(s),

1. I/we refer to the letter/email dated July 14, 2023, sent by the Bank, inviting me/us to participate in the offer for sale ("Offer for Sale"), in relation to the IPO of the Bank and to the letter/email dated July 26, 2023 including Annexure E ("Letter"). I/we agree and acknowledge that I/we have read the Letter, and understood its contents.
2. I/we confirm that I am/we are in compliance with the terms and conditions set out in the Letter for my/our participation in the Offer for Sale, and I/we undertake to comply with the terms and conditions as indicated therein. In addition, I/we confirm that I/we agree, acknowledge and confirm the additional terms and conditions set out in Enclosure A1 of this Consent Form – 'Confirmation and Covenants in relation to your participation in the Offer for Sale', and I/we undertake to comply with the terms and conditions as indicated therein.

3. Accordingly, subject to the acceptance of my / our Offer Shares, I/we, holding 44000 Equity Shares, hereby consent to the inclusion of the following number of Equity Shares in the Offer for Sale ("Offer Shares"):

Name of first/sole holders as well as the joint holders.	Permanent Account Number	Number of Offer Shares	In Figures	In Words
Rachna Monga	AHIPM1798G	30000	30000	Thirty Thousand Only

4. In relation to my/our participation in the Offer for Sale, I am/ we are aware that my/ our Offer Shares need to be held continuously for a period of one year prior to the filing of the DRHP. Accordingly, I/we specifically confirm that I/we have held the Offer Shares for a continuous period from the date of acquisition below:

*(Strikeout additional rows or add additional rows, if required)*

S. No	Number of Offer Shares	Date of Acquisition / Transfer	Cost of acquisition (per Equity Share) (in ₹)
1.	21500	06-08-2005	20
2.	500	29-09-2006	20
3.	3000	29-09-2006	20
4.	5000	20-10-2011	20
5.	3000	09-10-2014	NA
6.	11000	30-12-2015	30

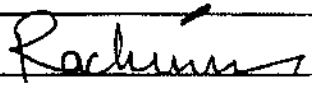
I / We further agree and acknowledge that our Offer Shares (or a portion thereof) may be returned to me / us if such Offer Shares are not eligible to be included in the Offer for Sale, including as a result of such Offer Shares not having been continuously held by me / us for a period of one year prior to filing of the DRHP, or as a result of such Offer Shares not forming part of the issued and paid-up capital of the Bank as on the date of the Letter or being the subject matter of any dispute. Further, I / We further understand and acknowledge that my / our consent for the inclusion of the above number of Offer Shares as part of the Offer for Sale does not in any manner bind or compel the Bank to accept all the Offer Shares tendered by me / us.

5. *(To be filled up only by a non resident who wishes to avail of benefit under double taxation avoidance agreements)* I / We confirm that I / we am / are a company / individual incorporated / resident in / of \_\_\_\_\_ and is a tax resident of \_\_\_\_\_ under the provisions of the India \_\_\_\_\_ tax treaty (the "Treaty") and is entitled to avail itself of the beneficial provisions under the Treaty (including with respect to the direct or indirect sale of the equity in the Bank and (a) holds the valid Tax Residency Certificate; (b) holds the shares of the Bank as capital asset and not as stock in trade for business or profession (c) does not have a permanent establishment in India in terms of the Treaty or a business connection in India in terms of the provisions of Indian income tax laws nor has it received any communication from the Indian tax authorities alleging that it should be classified as having a permanent establishment in India; and (d) has been issued a permanent account number by the Indian tax authorities which is validly subsisting as of the date of this Consent Form.)

6. [In relation to my/our participation in the Offer for Sale, I/we am/are aware that my / our Offer Shares, need to be held in dematerialized form and accordingly, I /we [hereby confirm that my /our Offered Shares are in dematerialized form / undertake to dematerialise the Offer Shares (in case the Offer Shares are held in physical form) prior to the earlier of deposit of the Offer Shares in the escrow account(s) maintained with the Registrar, and no later than August 18, 2023.
7. I/we consent to the inclusion of my/our name as a selling shareholder in the draft red herring prospectus ("DRHP") to be filed with the Securities and Exchange Board of India ("SEBI") and stock exchanges where the equity shares are proposed to be listed, the red herring prospectus and the prospectus to be filed with the Registrar of Companies, Punjab and Chandigarh at Chandigarh ("RoC") and such other documents as may be required to be issued in relation to the IPO. I/we also hereby authorize the Bank to deliver a copy of this Consent Form to the RoC or any other regulatory or other authority, if required, pursuant to Sections 26 and 32 of the Companies Act, 2013, or any other applicable laws.
8. I/we consent to provide such documents as may be required by the Bank or by the book running lead manager(s) to the IPO ("BRLM(s)" or "Lead Managers"), so as to enable the Bank to undertake requisite filings with the regulatory authorities in India. Further, I/we agree to provide copies of RBI and / or other relevant approvals obtained at the time of the initial investment, as applicable, evidencing that the Equity Shares held are on a repatriation/non repatriation basis.
9. I / We acknowledge and consent to the applicable Offer for Sale expenses (including any expenses recoverable by the Bank from the selling shareholders pertaining to the IPO process undertaken in Fiscal 2022, as applicable), as decided by the Bank, to be deducted, in proportion to the number of Offer Shares sold, from my / our share of the proceeds of the Offer for Sale, prior to being disbursed to me / us.
10. I / We undertake that my / our participation in the Offer for Sale will not be while I am / we are in possession of any unpublished price sensitive information in relation to the Bank and the Offer Shares and that all information in respect of me / us that is relevant for an investor to make a decision in relation to the Offer Shares has been and shall be made generally available.

Sincerely,

*(Strikeout additional rows)*

	Name	Signature
Sole/First Holder	Rachna Monga	
Joint Holder 1		
Joint Holder 2		
Place	Jalandhar	
Date	August 04, 2022	

*Capitalised terms used but not defined herein shall have the meanings ascribed to such terms in the Letter.*

.....  
**ACKNOWLEDGEMENT SLIP**

Received Consent Form and duly executed and notarised power of attorney for resident selling shareholders] / [apostille power of attorney for non-resident selling shareholder from Rachna Monga, consenting to participate in the Offer for Sale by offering 30,000 Equity Shares.

Pursuant to the terms and conditions set out in the Letter, participation in the Offer for Sale is conditionally accepted for 30,000 Equity Shares, subject to deposit of such Equity Shares in the escrow account(s) maintained with the Registrar and compliance with the other conditions mentioned in the Letter.

**For and on behalf of Capital Small Finance Bank Limited**

Name: Amit Sharma

Designation: Company Secretary

#### **INSTRUCTIONS**

- *Please read the following instructions carefully before filling the Consent Form.*
- *Consent Form should be complete in all respects including the relevant enclosures. Incomplete forms would not be considered.*
- *In case of joint holdings, all holders must sign in the same order in which their names appear in their beneficiary account.*
- *A body corporate (including a limited liability partnership) must affix its common seal on this Consent Form and enclose copies of its board resolution authorizing this transaction.*

**ANNEXURE A**

**CONSENT FORM**

*(Please note that specific instructions against each entry are indicated in Italics. Before filling up this Consent Form, please specifically read the instructions, the checklist of documents and steps indicated in Annexure C, as well as the detailed terms of participation in the Offer for Sale, indicated in Enclosure A1. For your ease of reference, certain 'frequently asked questions' are also set out in Annexure D. Capitalized terms used herein, and not defined shall have the meaning ascribed to them elsewhere in the letter.)*

Name of the Shareholder (Sole/First Holder)	RAMESH KAUR
Address	95, DEVONSHIRE ROAD, SMETHWICK, WEST MIDLANDS, B67 7QQ, U.K.
Registered Folio No./ DP ID and Client ID	IN30408810077552
Contact details	Land line number (with STD code): Nil Mobile number (with country code) +44 7459898818 E-mail id (insert details): <a href="mailto:hammysamra1995@gmail.com">hammysamra1995@gmail.com</a>

Date: August 24, 2023

To:

**Amit Sharma,**  
Company Secretary  
Capital Small Finance Bank Limited  
MIDAS Corporate Park  
3rd Floor, 37, G.T. Road  
Jalandhar 144 001  
Punjab, India ]

**Subject: Consent to participate in the proposed initial public offering ("IPO") of equity shares of Capital Small Finance Bank Limited (the "Bank")**

Dear Sir(s),

1. I/we refer to the letter/email dated July 14, 2023, sent by the Bank, inviting me/us to participate in the offer for sale ("Offer for Sale"), in relation to the IPO of the Bank and to the letter/email dated July 26, 2023 including Annexure E ("Letter"). I/we agree and acknowledge that I/we have read the Letter, and understood its contents.
2. I/we confirm that I am/we are in compliance with the terms and conditions set out in the Letter for my/our participation in the Offer for Sale, and I/we undertake to comply with the terms and conditions as indicated therein. In addition, I/we confirm that I/we agree, acknowledge and confirm the additional terms and conditions set out in Enclosure A1 of this Consent Form – 'Confirmation and Covenants in relation to your participation in the Offer for Sale', and I/we undertake to comply with the terms and conditions as indicated therein.

3. Accordingly, subject to the acceptance of my/our Offer Shares, I/we, holding 1,67,200 Equity Shares, hereby consent to the inclusion of the following number of Equity Shares in the Offer for Sale ("Offer Shares"):

Name of first/sole holders as well as the joint holders.	Permanent Account Number	Number of Offer Shares	In Figures	In Words
RAMESH KAUR	GGHPK7884M	1,67,200	1,67,200	One Lakh Sixty-Seven Thousand Two Hundred Only

4. In relation to my/our participation in the Offer for Sale, I am/we are aware that my/our Offer Shares need to be held continuously for a period of one year prior to the filing of the DRHP. Accordingly, I/we specifically confirm that I/we have held the Offer Shares for a continuous period from the date of acquisition below:

S. No	Number of Offer Shares	Date of Acquisition / Transfer	Cost of acquisition (per Equity Share) (in ₹)
1.	1,67,200	March 22, 2017	15

I / We further agree and acknowledge that our Offer Shares (or a portion thereof) may be returned to me / us if such Offer Shares are not eligible to be included in the Offer for Sale, including as a result of such Offer Shares not having been continuously held by me / us for a period of one year prior to filing of the DRHP, or as a result of such Offer Shares not forming part of the issued and paid-up capital of the Bank as on the date of the Letter or being the subject matter of any dispute. Further, I / We further understand and acknowledge that my / our consent for the inclusion of the above number of Offer Shares as part of the Offer for Sale does not in any manner bind or compel the Bank to accept all the Offer Shares tendered by me / us.

5. (To be filled up only by a non resident who wishes to avail of benefit under double taxation avoidance agreements) I/We confirm that I/we am/are a company/individual incorporated/resident in/of \_\_\_\_\_ and is a tax resident of \_\_\_\_\_ under the provisions of the India \_\_\_\_\_ tax treaty (the "Treaty") and is entitled to avail itself of the beneficial provisions under the Treaty (including with respect to the direct or indirect sale of the equity in the Bank and (a) holds the valid Tax Residency Certificate; (b) holds the shares of the Bank as capital asset and not as stock in trade for business or profession (c) does not have a permanent establishment in India in terms of the Treaty or a business connection in India in terms of the provisions of Indian income tax laws nor has it received any communication from the Indian tax authorities alleging that it should be classified as having a permanent establishment in India; and (d) has been issued a permanent account number by the Indian tax authorities which is validly subsisting as of the date of this Consent Form.)
6. In relation to my/our participation in the Offer for Sale, I/we am/are aware that my / our Offer Shares, need to be held in dematerialized form and accordingly, I /we [hereby confirm that my /our Offered Shares are in dematerialized form / undertake to dematerialise the Offer Shares (in case the Offer Shares are held in physical form) prior to the earlier of deposit of the Offer Shares in the escrow account(s) maintained with the Registrar, and no later than August 18, 2023.
7. I/we consent to the inclusion of my/our name as a selling shareholder in the draft red herring prospectus ("DRHP") to be filed with the Securities and Exchange Board of India ("SEBI") and stock exchanges where the equity shares are proposed to be listed, the red herring prospectus and the prospectus to be filed with the Registrar of Companies, Punjab and Chandigarh at Chandigarh ("RoC") and such other documents as may be required to be issued in relation to the IPO. I/we also hereby authorize the Bank to deliver a copy of this Consent Form to the RoC or any other regulatory or other authority, if required, pursuant to Sections 26 and 32 of the Companies Act, 2013, or any other applicable laws.

8. I/we consent to provide such documents as may be required by the Bank or by the book running lead manager(s) to the IPO ("BRLM(s)" or "Lead Managers"), so as to enable the Bank to undertake requisite filings with the regulatory authorities in India. Further, I/we agree to provide copies of RBI and / or other relevant approvals obtained at the time of the initial investment, as applicable, evidencing that the Equity Shares held are on a repatriation/non-repatriation basis.
9. I / We acknowledge and consent to the applicable Offer for Sale expenses (including any expenses recoverable by the Bank from the selling shareholders pertaining to the IPO process undertaken in Fiscal 2022, as applicable), as decided by the Bank, to be deducted, in proportion to the number of Offer Shares sold, from my / our share of the proceeds of the Offer for Sale, prior to being disbursed to me / us.
10. I / We undertake that my / our participation in the Offer for Sale will not be while I am / we are in possession of any unpublished price sensitive information in relation to the Bank and the Offer Shares and that all information in respect of me / us that is relevant for an investor to make a decision in relation to the Offer Shares has been and shall be made generally available.

Sincerely,

	Name	Signature
Sole/First Holder	RAMESH KAUR	RAMESH KAUR
Place	United Kingdom	
Date	August 24, 2023	

*Capitalised terms used but not defined herein shall have the meanings ascribed to such terms in the Letter.*

.....

## ACKNOWLEDGEMENT SLIP

Received Consent Form and duly executed and notarised power of attorney ~~for resident selling shareholders~~ / ~~apostille power of attorney for non resident selling shareholder~~ from Ramesh Kaur, consenting to participate in the Offer for Sale by offering 1,67,200 Equity Shares.

Pursuant to the terms and conditions set out in the Letter, participation in the Offer for Sale is conditionally accepted for 1,67,200 Equity Shares, subject to deposit of such Equity Shares in the escrow account(s) maintained with the Registrar and compliance with the other conditions mentioned in the Letter.

**For and on behalf of Capital Small Finance Bank Limited**

Name: Amit Sharma

Designation: Company Secretary

## INSTRUCTIONS

- *Please read the following instructions carefully before filling the Consent Form.*
- *Consent Form should be complete in all respects including the relevant enclosures. Incomplete forms would not be considered.*
- *In case of joint holdings, all holders must sign in the same order in which their names appear in their beneficiary account.*
- *A body corporate (including a limited liability partnership) must affix its common seal on this Consent Form and enclose copies of its board resolution authorizing this transaction.*



**ANNEXURE A**

**CONSENT FORM**

*(Please note that specific instructions against each entry are indicated in Italics. Before filling up this Consent Form, please specifically read the instructions, the checklist of documents and steps indicated in Annexure C, as well as the detailed terms of participation in the Offer for Sale, indicated in Enclosure A1. For your ease of reference, certain 'frequently asked questions' are also set out in Annexure D. Capitalized terms used herein, and not defined shall have the meaning ascribed to them elsewhere in the letter.)*

Name of the Shareholder (Sole/First Holder)	RASHPAL SINGH AND SURINDER KAUR
Address	HEIMDALSVIEIEN 15, 3117 TONSBORG, NORWAY
Registered Folio No./ DP ID and Client ID	IN30408810044955
Contact details	Land line number (with STD code): Nil Mobile number (with country code):0047-91809867 E-mail id (insert details): <a href="mailto:prabhjit86@gmail.com">prabhjit86@gmail.com</a>

Date: August 15, 2023

To:

Amit Sharma,  
Company Secretary  
Capital Small Finance Bank Limited  
MIDAS Corporate Park  
3rd Floor, 37, G.T. Road  
Jalandhar 144 001  
Punjab, India ]

**Subject: Consent to participate in the proposed initial public offering ("IPO") of equity shares of Capital Small Finance Bank Limited (the "Bank")**

Dear Sir(s),

- I/we refer to the letter/email dated July 14, 2023, sent by the Bank, inviting me/us to participate in the offer for sale ("Offer for Sale"), in relation to the IPO of the Bank and to the letter/email dated July 26, 2023 including Annexure E ("Letter"). I/we agree and acknowledge that I/we have read the Letter, and understood its contents.
- I/we confirm that I am/we are in compliance with the terms and conditions set out in the Letter for my/our participation in the Offer for Sale, and I/we undertake to comply with the terms and conditions as indicated therein. In addition, I/we confirm that I/we agree, acknowledge and confirm the additional terms and conditions set out in Enclosure A1 of this Consent Form – 'Confirmation and Covenants in relation to your participation in the Offer for Sale', and I/we undertake to comply with the terms and conditions as indicated therein.
- Accordingly, subject to the acceptance of my / our Offer Shares, I/we, holding 8,22,729 Equity Shares, hereby consent to the inclusion of the following number of Equity Shares in the Offer for Sale ("Offer Shares"):

Name of first/sole holders as well as the joint holders.	Permanent Account Number	Number of Offer Shares	In Figures	In Words
--	--------------------------	------------------------	------------	----------

1. Rashpal Singh	CSMPS0341A	2,00,000	2,00,000	Two Lakh only
2. Surinder Kaur	BPJPK1637J			

4. In relation to my/our participation in the Offer for Sale, I am/ we are aware that my/ our Offer Shares need to be held continuously for a period of one year prior to the filing of the DRHP. Accordingly, I/we specifically confirm that I/we have held the Offer Shares for a continuous period from the date of acquisition below:

S. No	Number of Offer Shares	Date of Acquisition / Transfer	Cost of acquisition (per Equity Share) (in ₹)
1.	2,65,000	June 16, 2004	15
2.	2,00,000	September 29, 2006	20
3.	60,000	September 29, 2006	20
4.	1,861	April 12, 2013	20
5.	54,000	October 09, 2014	NA
6.	6,186	October 09, 2014	NA
7.	22,682	December 30, 2015	30
8.	1,00,000	May 22, 2017	15
9.	1,13,000	May 22, 2017	15

I / We further agree and acknowledge that our Offer Shares (or a portion thereof) may be returned to me / us if such Offer Shares are not eligible to be included in the Offer for Sale, including as a result of such Offer Shares not having been continuously held by me / us for a period of one year prior to filing of the DRHP, or as a result of such Offer Shares not forming part of the issued and paid-up capital of the Bank as on the date of the Letter or being the subject matter of any dispute. Further, I / We further understand and acknowledge that my / our consent for the inclusion of the above number of Offer Shares as part of the Offer for Sale does not in any manner bind or compel the Bank to accept all the Offer Shares tendered by me / us.

5. (To be filled up only by a non resident who wishes to avail of benefit under double taxation avoidance agreements) I / We confirm that I / we am / are a company / individual incorporated / resident in / of \_\_\_\_\_ and is a tax resident of \_\_\_\_\_ under the provisions of the India \_\_\_\_\_ tax treaty (the "Treaty") and is entitled to avail itself of the beneficial provisions under the Treaty (including with respect to the direct or indirect sale of the equity in the Bank and (a) holds the valid Tax Residency Certificate; (b) holds the shares of the Bank as capital asset and not as stock in trade for business or profession (c) does not have a permanent establishment in India in terms of the Treaty or a business connection in India in terms of the provisions of Indian income tax laws nor has it received any communication from the Indian tax authorities alleging that it should be classified as having a permanent establishment in India; and (d) has been issued a permanent account number by the Indian tax authorities which is validly subsisting as of the date of this Consent Form.)
6. [In relation to my/our participation in the Offer for Sale, I/we am/are aware that my / our Offer Shares, need to be held in dematerialized form and accordingly, I /we [hereby confirm that my /our Offered Shares are in dematerialized form / undertake to dematerialise the Offer Shares (in case the Offer Shares are held in physical form) prior to the earlier of deposit of the Offer Shares in the escrow account(s) maintained with the Registrar, and no later than August 18, 2023.
7. I/we consent to the inclusion of my/our name as a selling shareholder in the draft red herring prospectus ("DRHP") to be filed with the Securities and Exchange Board of India ("SEBI") and stock exchanges

where the equity shares are proposed to be listed, the red herring prospectus and the prospectus to be filed with the Registrar of Companies, Punjab and Chandigarh at Chandigarh ("RoC") and such other documents as may be required to be issued in relation to the IPO. I/we also hereby authorize the Bank to deliver a copy of this Consent Form to the RoC or any other regulatory or other authority, if required, pursuant to Sections 26 and 32 of the Companies Act, 2013, or any other applicable laws.

8. I/we consent to provide such documents as may be required by the Bank or by the book running lead manager(s) to the IPO ("BRLM(s)" or "Lead Managers"), so as to enable the Bank to undertake requisite filings with the regulatory authorities in India. Further, I/we agree to provide copies of RBI and / or other relevant approvals obtained at the time of the initial investment, as applicable, evidencing that the Equity Shares held are on a repatriation/non repatriation basis.
9. I / We acknowledge and consent to the applicable Offer for Sale expenses, as decided by the Bank, to be deducted, in proportion to the number of Offer Shares sold, from my / our share of the proceeds of the Offer for Sale, prior to being disbursed to me / us.
10. I / We undertake that my / our participation in the Offer for Sale will not be while I am / we are in possession of any unpublished price sensitive information in relation to the Bank and the Offer Shares and that all information in respect of me / us that is relevant for an investor to make a decision in relation to the Offer Shares has been and shall be made generally available.

Sincerely,

(Strikeout additional rows)

	Name	Signature
Sole/First Holder	RASHPAL SINGH	<del>To be signed by selling shareholder</del>
Joint Holder 1	SURINDER KAUR	Surinder Kaur
Joint Holder 2	RASHPAL SINGH	RAI
Place		
Date		

Capitalised terms used but not defined herein shall have the meanings ascribed to such terms in the Letter.

ACKNOWLEDGEMENT SLIP

Received Consent Form and duly executed and notarised power of attorney from RASHPAL SINGH SURINDER KAUR consenting to participate in the Offer for Sale by offering TWO LAKHS Equity Shares.

Pursuant to the terms and conditions set out in the Letter, participation in the Offer for Sale is conditionally accepted for \_\_\_\_\_ Equity Shares, subject to deposit of such Equity Shares in the escrow account(s) maintained with the Registrar and compliance with the other conditions mentioned in the Letter.

For and on behalf of Capital Small Finance Bank Limited ~~[To be signed by Bank once consent is received from selling shareholder]~~

Name:

Designation:

**INSTRUCTIONS**

- *Please read the following instructions carefully before filling the Consent Form.*
- *Consent Form should be complete in all respects including the relevant enclosures. Incomplete forms would not be considered.*
- *In case of joint holdings, all holders must sign in the same order in which their names appear in their beneficiary account.*
- *A body corporate (including a limited liability partnership) must affix its common seal on this Consent Form and enclose copies of its board resolution authorizing this transaction.*

**ANNEXURE A**

**CONSENT FORM**

*(Please note that specific instructions against each entry are indicated in Italics. Before filing up this Consent Form, please specifically read the instructions, the checklist of documents and steps indicated in Annexure C, as well as the detailed terms of participation in the Offer for Sale, indicated in Enclosure A1. For your ease of reference, certain 'frequently asked questions' are also set out in Annexure D. Capitalized terms used herein, and not defined shall have the meaning ascribed to them elsewhere in the letter.)*

<b>Name of the Shareholder (Sole/First Holder)</b>	VIJAY KUMAR BHANDARI
<b>Address</b>	1704, WALLACE APTS, SLEATER ROAD, GRANT ROAD-WEST, MUMBAI MAHARASHTRA, 400007
<b>Registered Folio No./ DP ID and Client ID</b>	IN30021426115315
<b>Contact details</b>	Land line number (with STD code): Nil Mobile number (with country code): +91-9820426803 E-mail id (insert details): vk_bhandari@rediffmail.com

**Date:** 11-08-2023

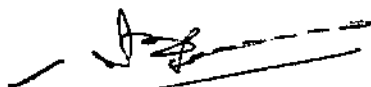
**To:**

**Amit Sharma,**  
**Company Secretary**  
*Capital Small Finance Bank Limited*  
*MIDAS Corporate Park*  
*3rd Floor, 37, G.T. Road*  
*Jalandhar 144 001*  
*Punjab, India ]*

**Subject: Consent to participate in the proposed initial public offering ("IPO") of equity shares of Capital Small Finance Bank Limited (the "Bank")**

Dear Sir(s),

1. I/we refer to the letter/email dated July 14, 2023, sent by the Bank, inviting me/us to participate in the offer for sale ("Offer for Sale"), in relation to the IPO of the Bank and to the letter/email dated July 26, 2023 including Annexure E ("Letter"). I/we agree and acknowledge that I/we have read the Letter, and understood its contents.
2. I/we confirm that I am/we are in compliance with the terms and conditions set out in the Letter for my/our participation in the Offer for Sale, and I/we undertake to comply with the terms and conditions as indicated therein. In addition, I/we confirm that I/we agree, acknowledge and confirm the additional terms and conditions set out in Enclosure A1 of this Consent Form - 'Confirmation and Covenants in relation to your participation in the Offer for Sale', and I/we undertake to comply with the terms and conditions as indicated therein.

  
Vijay Kumar Bhandari

3. Accordingly, subject to the acceptance of my / our Offer Shares, I/we, holding 74,954 Equity Shares, hereby consent to the inclusion of the following number of Equity Shares in the Offer for Sale ("Offer Shares"):

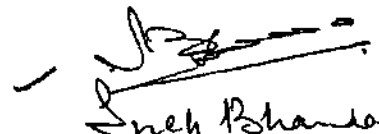
Name of first/sole holders as well as the joint holders.	Permanent Account Number	Number of Offer Shares	In Figures	In Words
1. VIJAY KUMAR BHANDARI	1. AAPPB5117J	50,000	50,000	Fifty Thousand Only
2. SNEH BHANDARI	2. AANPB6514H			

4. In relation to my/our participation in the Offer for Sale, I am/ we are aware that my/ our Offer Shares need to be held continuously for a period of one year prior to the filing of the DRHP. Accordingly, I/we specifically confirm that I/we have held the Offer Shares for a continuous period from the date of acquisition below:

S. No	Number of Offer Shares	Date of Acquisition / Transfer	Cost of acquisition (per Equity Share) (in ₹)
1.	74,954	- December 30, 2015	30

I / We further agree and acknowledge that our Offer Shares (or a portion thereof) may be returned to me / us if such Offer Shares are not eligible to be included in the Offer for Sale, including as a result of such Offer Shares not having been continuously held by me / us for a period of one year prior to filing of the DRHP, or as a result of such Offer Shares not forming part of the issued and paid-up capital of the Bank as on the date of the Letter or being the subject matter of any dispute. Further, I / We further understand and acknowledge that my / our consent for the inclusion of the above number of Offer Shares as part of the Offer for Sale does not in any manner bind or compel the Bank to accept all the Offer Shares tendered by me / us.

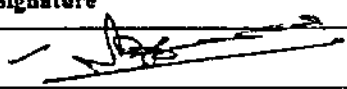
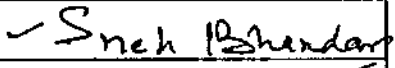
5. (To be filled up only by a non resident who wishes to avail of benefit under double taxation avoidance agreements) I / We confirm that I / we am / are a company / individual incorporated / resident in / of \_\_\_\_\_ and is a tax resident of \_\_\_\_\_ under the provisions of the India \_\_\_\_\_ tax treaty (the "Treaty") and is entitled to avail itself of the beneficial provisions under the Treaty (including with respect to the direct or indirect sale of the equity in the Bank and (a) holds the valid Tax Residency Certificate; (b) holds the shares of the Bank as capital asset and not as stock in trade for business or profession (c) does not have a permanent establishment in India in terms of the Treaty or a business connection in India in terms of the provisions of Indian income tax laws nor has it received any communication from the Indian tax authorities alleging that it should be classified as having a permanent establishment in India; and (d) has been issued a permanent account number by the Indian tax authorities which is validly subsisting as of the date of this Consent Form.)-Not applicable.
6. In relation to my/our participation in the Offer for Sale, I/we am/are aware that my / our Offer Shares, need to be held in dematerialized form and accordingly, I/we hereby confirm that my /our Offered Shares are in dematerialized form / undertake to dematerialise the Offer Shares (in case the Offer Shares are held in physical form) prior to the earlier of deposit of the Offer Shares in the escrow account(s) maintained with the Registrar, and no later than August 18, 2023.
7. I/we consent to the inclusion of my/our name as a selling shareholder in the draft red herring prospectus ("DRHP") to be filed with the Securities and Exchange Board of India ("SEBI") and stock exchanges where the equity shares are proposed to be listed, the red herring prospectus and the prospectus to be filed with the Registrar of Companies, Punjab and Chandigarh at Chandigarh ("RoC") and such other documents as may

  
Sneh Bhandari

be required to be issued in relation to the IPO. I/we also hereby authorize the Bank to deliver a copy of this Consent Form to the RoC or any other regulatory or other authority, if required, pursuant to Sections 26 and 32 of the Companies Act, 2013, or any other applicable laws.

8. I/we consent to provide such documents as may be required by the Bank or by the book running lead manager(s) to the IPO ("BRLM(s)" or "Lead Managers"), so as to enable the Bank to undertake requisite filings with the regulatory authorities in India. Further, I/we agree to provide copies of RBI and / or other relevant approvals obtained at the time of the initial investment, as applicable, evidencing that the Equity Shares held are on a repatriation/non repatriation basis.
9. I / We acknowledge and consent to the applicable Offer for Sale expenses (including any expenses recoverable by the Bank from the selling shareholders pertaining to the IPO process undertaken in Fiscal 2022, as applicable), as decided by the Bank, to be deducted, in proportion to the number of Offer Shares sold, from my / our share of the proceeds of the Offer for Sale, prior to being disbursed to me / us.
10. I / We undertake that my / our participation in the Offer for Sale will not be while I am / we are in possession of any unpublished price sensitive information in relation to the Bank and the Offer Shares and that all information in respect of me / us that is relevant for an investor to make a decision in relation to the Offer Shares has been and shall be made generally available.

Sincerely,

	Name	Signature
Sole/First Holder	Vijay Kumar Bhandari	
Joint Holder 1	Sneh Bhandari	
Place	JALANDHAR	
Date	11-08-2023	

*Capitalised terms used but not defined herein shall have the meanings ascribed to such terms in the Letter.*

**ACKNOWLEDGEMENT SLIP**

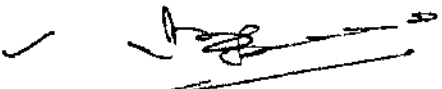
Received Consent Form and duly executed and notarised power of attorney ~~for resident selling shareholders~~ / ~~(apostille power of attorney for non resident selling shareholder~~ from Vijay Kumar Bhandari and Sneh Bhandari, consenting to participate in the Offer for Sale by offering 50,000 Equity Shares.

Pursuant to the terms and conditions set out in the Letter, participation in the Offer for Sale is conditionally accepted for 50,000 Equity Shares, subject to deposit of such Equity Shares in the escrow account(s) maintained with the Registrar and compliance with the other conditions mentioned in the Letter.

**For and on behalf of Capital Small Finance Bank Limited**


Name: Amit Sharma

Designation: Company Secretary

  
Sneh Bhandari

## INSTRUCTIONS

- *Please read the following instructions carefully before filling the Consent Form.*
- *Consent Form should be complete in all respects including the relevant enclosures. Incomplete forms would not be considered.*
- *In case of joint holdings, all holders must sign in the same order in which their names appear in their beneficiary account.*
- *A body corporate (including a limited liability partnership) must affix its common seal on this Consent Form and enclose copies of its board resolution authorizing this transaction.*

✓   
Sneha Bhargava

CERTIFIED TRUE COPY  
For Capital Small Finance Bank Ltd.

  
Anil Kumar  
Authorised Signatory