

SEC/141/2021

April 15, 2021

BSE Limited,
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai 400001.
Scrip code: 542867

National Stock Exchange of India Ltd.,
Exchange plaza, 5th floor,
Bandra-kurla Complex,
Bandra (E), Mumbai 400051.
Symbol: CSBBANK

Dear Sir/Madam,

Intimation pursuant to Regulation 3(3) of Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 - Modification to the Trust Deed of the CSB ESOS Trust.

Pursuant to Regulation 3(3) of Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, we wish to inform you that the CSB ESOS Trust Deed which was registered on May 20, 2019, has been amended and aligned in tune with CSB Employee Stock Option Scheme 2019, which was amended at the Annual General meeting of the Bank held on July 20, 2020, mainly to effect the changes of name of the Bank from 'The Catholic Syrian Bank Ltd.' to 'CSB Bank Ltd.' and to facilitate secondary acquisition of shares by the Trust and a few other changes as per the prevailing regulations.

The amended CSB ESOS Trust Deed was registered with the Sub-Registrar, Thrissur, Kerala on March 26, 2021 and a copy of the same is enclosed herewith.

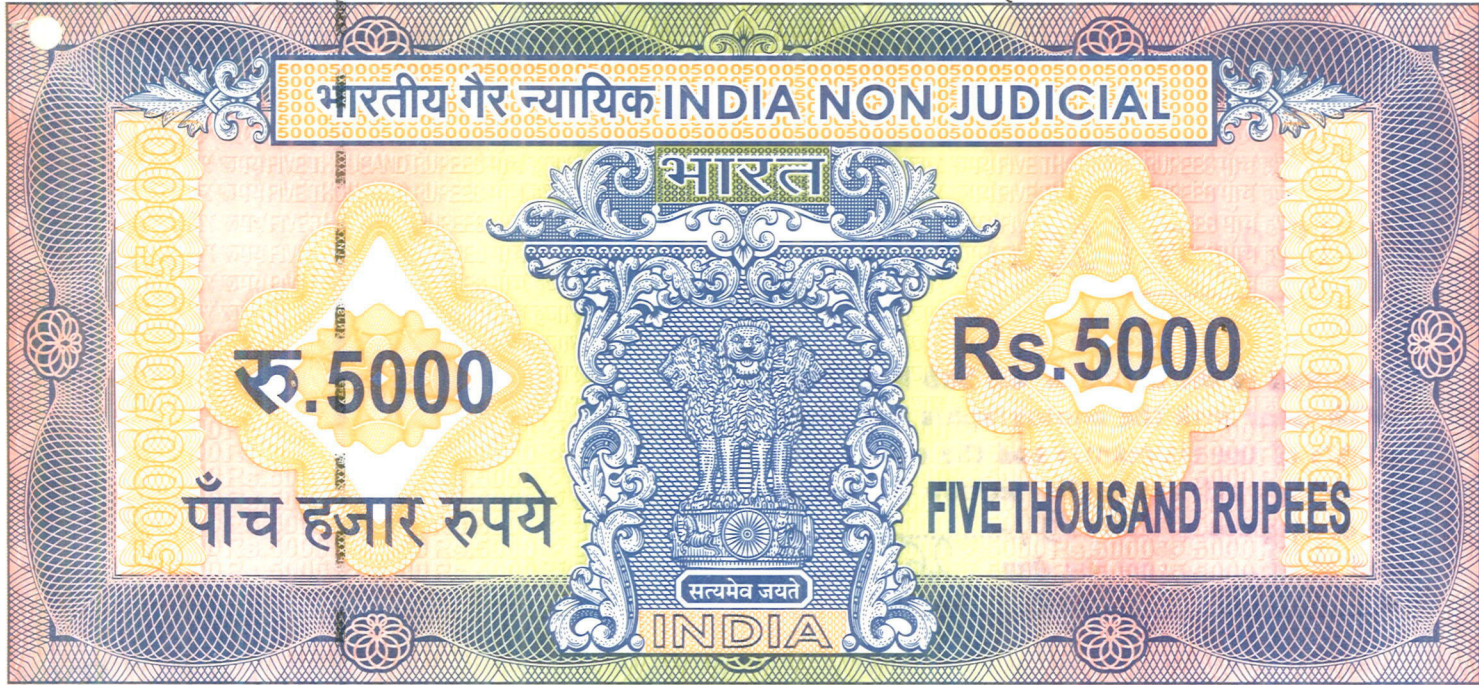
Kindly take the same on records.

Thanking You.

Yours faithfully,

Sijo Varghese
Company Secretary

123/11/2021



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B 003780

AMENDED TRUST DEED

Presentant
Sijo Varghese



THIS INDENTURE OF Amended Trust Deed is made at Thrissur on Twenty Sixth day of March Two Thousand and Twenty One. (26-03-2021)

Settlor : Sijo Varghese

Trustees : 1. S.S. Narayanan

2. Ragesh M.

NUMBER 30754 Rs 5000/-

Sold to CSBESA Trust rep by Mr. Sijo Varghese

Thrissur



123/IV/2021

presented to the office of the Sub Registrar
with the photograph/s and finger
prints of the claimant/s and the executant/
presented affixed under section 32 A and
fee of Rupees 2195/-
said at 1.10 on the day 26th
of March 2021

KOONAMMAVE HOUSE, SITO VARGHESE Sylu

26th day of March 2021 Sub Registrar
B.B. Nageera Jegan

EXECUTION ADMITTED BY

KOONAMMAVE, SITO VARGHESE Sylu

8/0 K.V. VARGHESE

COMPANY SECRETARY PARIYARAM

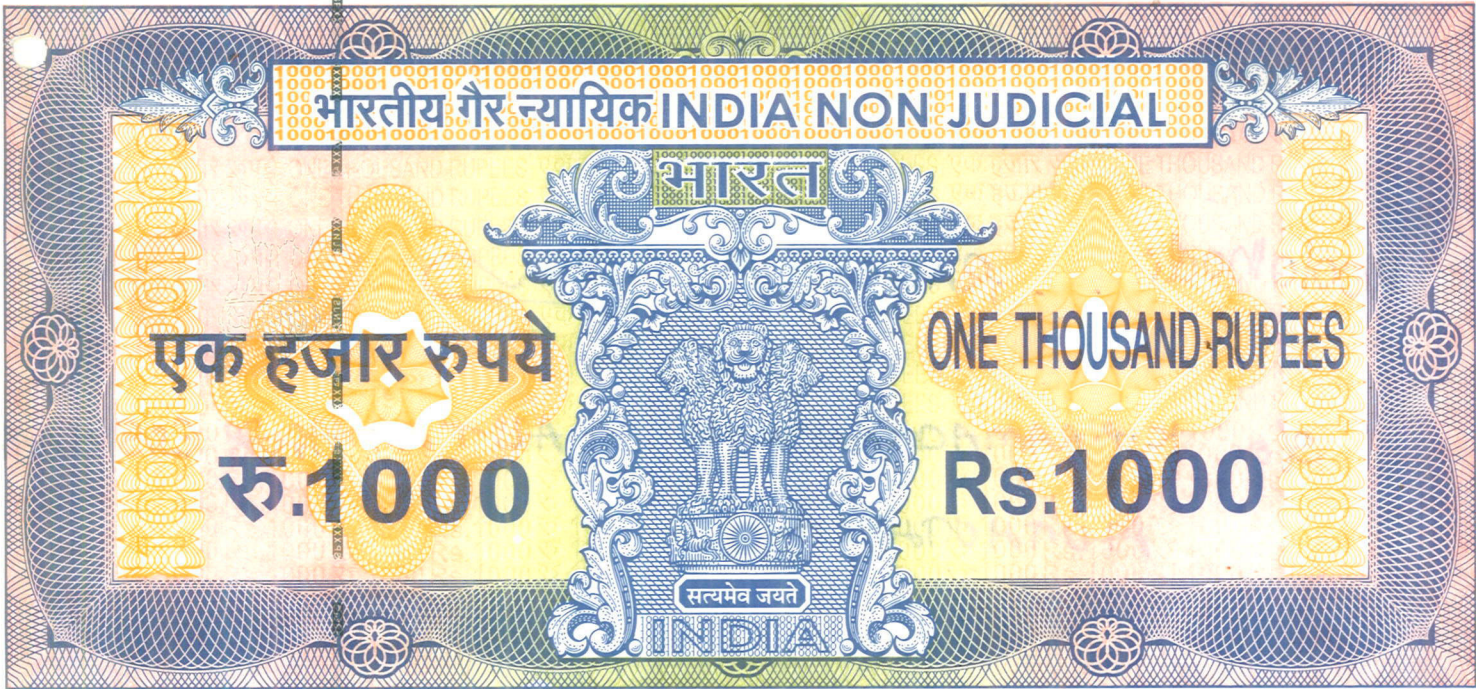
Residence of flat No: 302 Sivan Endare Kanayanan
S.S. NARAYANAN Dr. Nageera

S/o K.S. SUBRAMONIA IYER Asst. Gen. Mgr. CSB BANK
Kanayanan V.



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BETWEEN CSB Bank Limited (erstwhile known as The Catholic Syrian Bank Limited), a banking company limited by shares, incorporated under the Indian Companies Act, 1913 having Corporate Identification Number L65191KL1920PL C000175 and its registered office at P.B. No. 502, CSB Bhavan, St. Mary's College Road, Thrissur - 680 020, India, acting through its

Settlor : Sijo Varghese

Trustees : 1. S.S. Narayanan

2. Ragesh M.

NUMBER 30755 Rs 1000/-

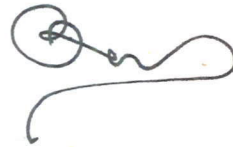
Sold to CSB E&S Trust - up by Mrs. Sijovarghese

Thrissur.



Koolothodi

RAGESH M



S/o K.P. RAMACHANDRAN

ASST MANAGER CSB BANK

MUTHUTHALA

Identified by

1) 10/286 B, Thayampara Mana Anup TN Anup S/o Late
TMN Nambudizi, Bank officer, Kozhikode

2) Tharayil Thomas & Tharayil Thomas son of late Sri. T. P. for
Bank employee, Kuttur Village.

26th day of March 2021 Sub Registrar


B.B Nageera

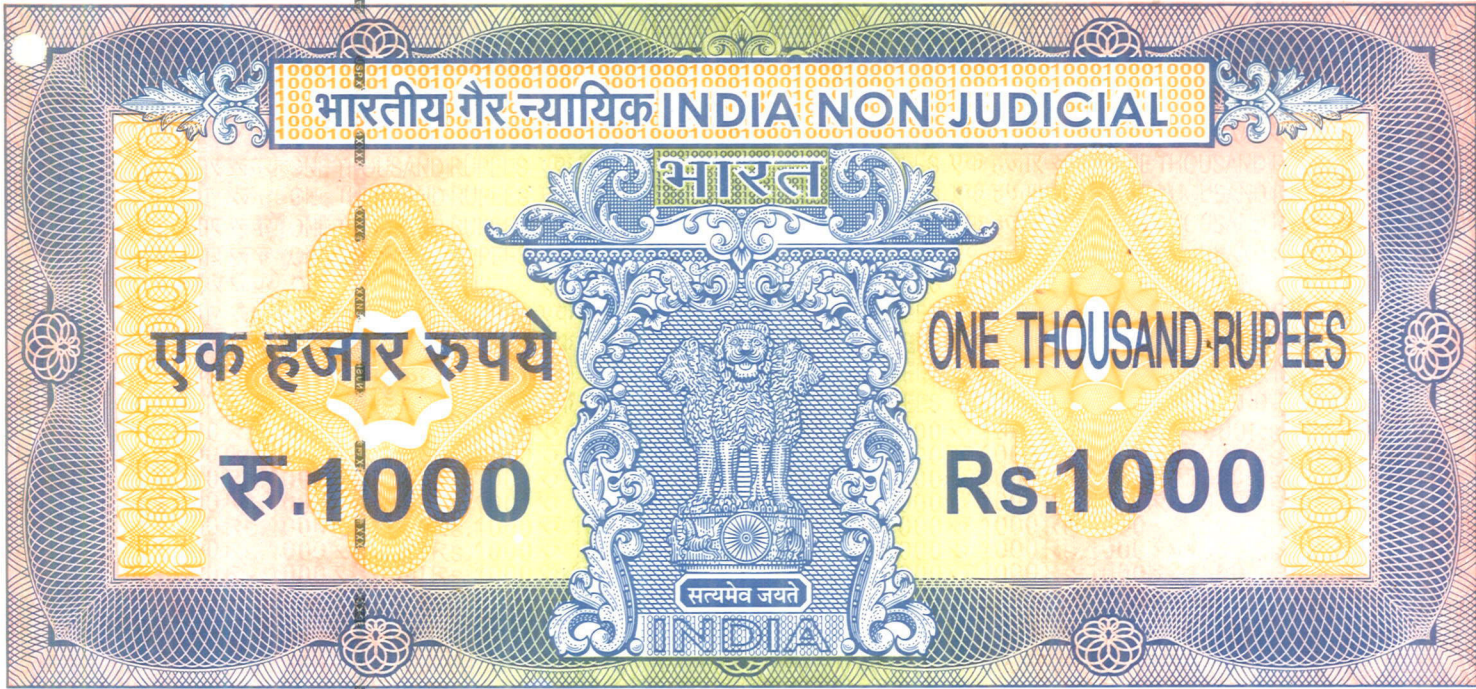
Registered as No. 123 of 200
of Book IV Volume 22 pages 31
59 Contains 23 Sheets 2 Shes

26th day of March 2021 Sub Registrar

B.B Nageera

This doc is ready for
issued on 27/3/2021





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duly authorized representative **Mr. Sijo Varghese**, Company Secretary, aged about 44 Forty four years, Son of Late Sri. K. V Varghese, resident of Koonammave House, Kuttikad P.O, Pariyaram Village, Chalakudy Taluk Thrissur District -680724 (Aadhar Card No : 2843 6664 4458) duly authorized vide resolution of the Board of Directors of The Catholic Syrian

Settlor : Sijo Varghese

Trustees : 1. S.S. Narayanan

2. Ragesh M.

NUMBER 30756 Rs 1000/-

Sold to CSB Gas Trust rep by Mr. Sijo Varghese

Thangaraj

24/03/2021



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K 272675

Bank Limited dated May 6, 2019 (hereinafter referred to as the "Settlor"/ "Bank", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-Interest & assigns) of the **ONE PART**;

Settlor : Sijo Varghese

Trustees : 1. S.S. Narayanan

2. Ragesh M.

NUMBER 30757 Rs 500/-

Sold to CSB CSas Trust rep by mr. Sijo Varghese
Thrissur

24/03/2021
VENDOR No: 35, TRICHUR
PRINCY SEBY





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[Signature]





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K 272676

AND 1) Mr. S.S. Narayanan aged about 52 Fifty two years, Asst. Manager (HR), Son of Mr. Subramania Iyer, resident of Flat No.302, Sivam Enclave, Mahakavi G Road situated in

Settlor : Sijo Varghese

Trustees : 1. S.S. Narayanan

2. Ragesh M.

NUMBER 30758 Rs 500/-

Sold to CSB C-805 Trust + rep by Mrs. Sijo Varghese Under
Witness 30754 to 30757.

VENDOR No: 35, TRICHUR
PRINCY SEBY

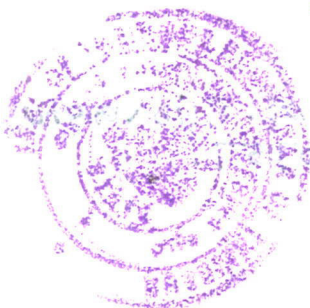
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Kanayannur Village, Kanayannur Taluk, Ernakulam District, Kochi- 682011 (Aadhar Card No: 9412 5805 5813) and 2) **Mr. Ragesh M**, aged about 45 Forty five years, Asst. Manager (Strategy) Son of Mr. Ramachandran, resident of Koolothodi House, Perumudiyur, Muthuthala situated in Muthuthala Village, Pattambi Taluk, Palakkad District -679303 (Aadhar Card No.8398 8950 5769) (Hereinafter collectively referred to as the **"Trustees"** and individually as a **"Trustee"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all the Trustees from time to time of this Trust, survivors and the legal representatives and executors administrators and successors of the last of the survivor of the Trustees) of the **OTHER PART**.

WHEREAS:

A. The Settlor has implemented an employee stock option scheme namely 'CSB Employee Stock Option Scheme 2019' (hereinafter referred to as the **"ESOS 2019"/"Scheme"**) to attract, retain, incentives and motivate its key employees vide shareholders' approval dated May 04, 2019. For the purpose of administration and better implementation of the Scheme, the Settlor had set up this irrevocable trust namely **'CSB ESOS Trust'** holding PAN:AACTC5363N (hereinafter referred to as the **"Trust"**) pursuant to the provisions of the Indian Trust Act, 1882 with an initial contribution of sum of Rs. 1,00,000/- (Rupees One Lakh only) unto the said Trust appointing Mr. S.S Narayanan and Mr. Ragesh M. as the first trustees thereof vide original deed of trust dated May 20, 2019 and registered as No.173 of 2019, Book IV, Volume 4 Pages 207 to 223 of Thrissur Sub Registry in the name of **'CSB ESOS Trust'** with the Register office at Thrissur. (hereinafter referred to as the **"Original Trust Deed"**) and was authorised to acquire and hold Shares of the Settlor exclusively for the benefit of the Beneficiaries.

B. The Settlor has listed its Shares after the successful completion of the initial public offer on the recognized stock exchange in India on 04th December, 2019. On becoming a listed entity, the Settlor as a matter of compliance with SEBI SBEB Regulations sought ratification of Scheme and also sought approval for amendment of Scheme approved vide members' special resolution dated July 20, 2020. For ensuring necessary counter compliance, the Original Trust Deed has been amended, aligned and restated in due compliance with the provisions of Scheme read with SEBI SBEB Regulations and the Indian Trust Act, 1982.

Settlor : Sijo Varghese 

Trustees : 1. S.S. Narayanan 

2. Ragesh M. 

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C. Having consented to such amendments/ alignments, the Settlor (vide its Board of Directors' resolution dated June 22, 2020) and the Trustees hereof are entering into this Amended Trust Deed which shall be the only deed governing the Trust and shall supersede and substitute the Original Trust Deed in its entirety with effect from the date of this presents.

D. It is clarified that anything duly done or suffered, any right, privilege, obligation or liability acquired, accrued or incurred under the Original Trust Deed, shall remain unaffected and shall be deemed to have been done under this Amended Trust Deed to the extent required under the Applicable Laws.

E. The Trustees shall continue to hold the Trust Fund as of this date along with the initial contribution of sum of Rs. 100,000/- (Rupees One Lakh only) made by the Settlor at the time of execution of the Original Trust Deed, subject to the provisions hereinafter declared for the benefit and welfare of the Beneficiaries.

F. The Settlor and the Trustees have agreed to execute these presents to record herein the nature and scope of their respective rights, duties and entitlements with respect to the Trust.

NOW THIS TRUST DEED WITNESSETH AS FOLLOWS:

1. Definitions and Interpretation

1.1. Definitions

In these presents, unless there is anything repugnant to the context or meaning thereof:

- a) **"Amended Trust Deed"** means this deed and deems to include any legally effective variation, modification, amendment, and substitution thereof.
- b) **"Applicable Law"** means the legal requirements relating to employee welfare trusts, Employee Stock Options, including, without limitation to, the Indian Trust Act, 1982, the Companies Act, 2013, the SEBI SBEB Regulations, the Banking Regulations Act, 1949 read with all relevant circulars, notifications, rules and regulations issued by the Reserve Bank of India and Securities and Exchange Board of India and all relevant tax, securities, exchange control or corporate laws of India or of any stock exchange on which the Shares are listed.
- c) **"Beneficiary"** shall mean an Option Grantee and such other persons as explained at Clause 9 of this Amended Trust Deed, having such rights and obligations conferred under the Scheme and this Amended Trust Deed as are lawfully available under the provisions of the Applicable Laws and includes, where the context so requires the heirs, executors and administrators of a deceased Beneficiary.

Settlor :  Sijo Varghese

Trustees : 1. S.S. Narayanan

2. Ragesh M. 

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- d) **"Board"** shall mean the Board of Directors of the Settlor.
- e) **"Board of Trustees"** means all Trustees existing at any point in time during the Trust Period.
- f) **"Director"** means a member of the Board of the Settlor.
- g) **"Effective Date"** means the date on which this Original Trust Deed is executed with effect from which this Trust comes in being originally.
- h) **"Employee"** means (i) a permanent employee of the Bank working in or out of India; or (ii) a whole-time or executive Director of the Bank, but excludes:
 - (i) an Employee or Director who is a Promoter or belongs to the Promoter Group;
 - (ii) any such Director who either by himself or through his relatives or through any body corporate, directly or indirectly holds more than 10% of the outstanding equity shares of the Bank; and
 - (iii) an Independent Director of the Bank.
- i) **"Employee Stock Option"** means the option granted to a Beneficiary, which gives such Beneficiary the right, but not an obligation, to acquire at a future date, the Shares underlying the option at a pre-determined price.
- j) **"ESOS 2019"** means the 'CSB Employee Stock Option Scheme 2019' copy of which forms part as **Annexure "1"** and shall include any legally effective amendments, modifications, or variations therein from time to time.
- k) **"Nomination & Remuneration Committee"** means the committee constituted by the Board from time to time, to administer and supervise ESOS 2019 among other schemes, comprising of such number of independent Directors as provided under Section 178 of the Companies Act, 2013 and Regulation 19 of Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, to act as a compensation committee under Regulation 5 of the SEBI SBEB Regulations.
- l) **"Option"** means an Employee Stock Option as defined herein.
- m) **"Option Grantee"** means an eligible Employee who has been granted an Employee Stock Option in pursuance of the Scheme and deems to include a Beneficiary being the legal heir or nominee of such Option Grantee upon his eventual death while in employment or service.

Settlor : Sijo Varghese 

Trustees : 1. S.S. Narayanan 

2. Ragesh M. 

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- n) **“Original Trust Deed”** means the deed of trust dated May 20, 2019 by virtue of which this Trust came into being constituted with the first trustees as per Recital A above.
- o) **“Scheme”** means ESOS 2019 as defined herein or/and any other employee welfare or share based employee benefits scheme introduced from time to time in due compliance of the Applicable Laws, by whatever name called.
- p) **“SEBI SBEB Regulations”** means the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 as amended and reenacted from time to time and includes any clarifications or circulars issued thereunder.
- q) **“Secondary Acquisition”** means acquisition or purchase of existing Shares of the Settlor by the Trust on the platform of a recognized stock exchange for cash consideration.
- r) **“Settlor”** means CSB Bank Limited (erstwhile known as the Catholic Syrian Bank Limited), a banking company limited by shares, incorporated under the Indian Companies Act, 1913 having Corporate Identification Number L65191KL1920PLC000175 and its registered office at P.B. No. 502, CSB Bhavan, St. Mary’s College Road, Thrissur - 680 020, India.
- s) **“Shares”** means ordinary equity shares of the Settlor with a face value of Rs. 10/- (Rupees Ten only) each. However, in the event of consolidation of Shares into shares of a larger denomination or subdivision of Shares into shares of smaller denomination, the face value of the Share shall stand increased or reduced accordingly, as the case may be.
- t) **“Trust ”means** ‘CSB ESOS Trust’ as settled through these presents.
- u) **“Trust Deed”** means these presents as first dated and deems to include any legally effective variation, modification, amendment, and substitution thereof.
- v) **“Trust Fund”** means the aggregate of the Initial Corpus of Rs. 10,000/- (Rupees Ten Thousand) as referred to in Recital A above, and any income accruing to the Trust, donations, contributions and advances lawfully received by the Trust from time to time.
- w) **“Trustee”** means any of the trustee contemplated in this Trust Deed and deems to include such other person who shall be appointed to be a trustee under these presents. The term “Trustees” shall be accordingly construed to mean more than one such Trustee.

Settlor : Sijo Varghese 

Trustees : 1. S.S. Narayanan 

2. Ragesh M. 

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x) **“Trust Period”** means the period beginning from Effective Date and enduring till the earlier of winding up of the Settlor or extinction of the Trust, or if prior thereto the Trustees are unanimously of the opinion in due compliance with provisions of Applicable Laws and of this presents that it is expedient to advance the date, then the date which the Trustees may with the consent of the Settlor specify in writing.

y) **“Trust Property”** shall include the aggregate of the Trust Fund and any and all Shares held by the Trust from time to time subject to compliance of Applicable Laws.

1.2. Interpretation

Words and expressions used and not defined in this Trust Deed but defined in the Scheme and in the relevant provisions of the Applicable Laws, shall have the meanings respectively assigned to them first in the Scheme and then in the Applicable Laws, as the context requires.

2. Settlement of Trust

2.1. For effectuating the said desire and in consideration, of these presents the Settlor hereby declare that it has prior to the execution of these presents handed over to the Trustees the Trust Property and all the estate, right, title, interest, property, claim and demand whatsoever at law and in equity of the Settlor of in and to the said sum TO HAVE HOLD RECEIVE AND TAKE the same unto the Trustees forever upon trust and subject to the powers, provisions, agreements and declarations hereinafter appearing and contained of and concerning the same.

2.2. The Trustees shall henceforth hold and stand possessed of the Trust Property upon trust and subject to the power, provisions, agreements and declarations hereinafter declared and contained of and concerning the same.

3. Name and Principal Office of the Trust

3.1. The Trust hereby established shall be called **“CSB ESOS Trust”**.

3.2. The principal office of the Trust shall be in Thrissur at “P.B. No. 502, CSB Bhavan, St. Mary’s College Road, Thrissur - 680 020, India or at such other place in India as the Trustees may from time to time decide.

4. Irrevocable Trust

4.1. The Trust shall be irrevocable for all the times and the Settlor does hereby release, relinquish, disclaim, surrender and determine all its rights, title, interest or powers in the Trust Property.

Settlor : Sijo Varghese 

Trustees : 1. S.S. Narayanan 

2. Ragesh M. 

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5. Objects of the Trust

5.1. The objects of the Trust shall include inter alia:

- a) Administering, managing, funding and implementing the Scheme introduced by the Settlor from time to time and in accordance with the terms of such Scheme;
- b) Acquiring by subscription or by Secondary Acquisition of Shares of the Settlor and holding, transferring or otherwise disposing of the Shares as per terms of the Scheme;
- c) Granting Employee Stock Options, if instructed or transferring Shares to Beneficiaries at such stages and upon such terms and conditions in accordance with the terms of the Scheme;
- d) Borrowing money or accepting deposits or otherwise raising funds (other **than from the Settlor**) required for the purposes of the Trust, on such terms and conditions as the Trustees may deem fit including offering of Shares held in Trust as security to secure any borrowing on arm's length terms;
- e) Investing the Trust Fund or any part thereof in deposits with scheduled commercial banks, government securities as the Trustees may deem fit from time to time;
- f) Applying the Trust Fund or any part thereof for the purpose of the welfare of the Beneficiaries as per Applicable Laws;
- g) Lending money to the Beneficiaries, in case of surplus funds available after meeting all outstanding liabilities, for the purposes of acquiring Shares of the Bank or for such other purposes and on such terms as the Trustees may deem appropriate; and
- h) Performing such other acts, deeds or things either independently or in conjunction with other matters or objects, as are, in the opinion of the Trustees, incidental or conducive to the welfare of the Beneficiaries or the attainment of any one or more of the objects of the Trust.

6. Trust Fund

6.1. The Trustees shall hold and stand possessed of the Trust Fund, any conversion thereof as investments for the time being, any accumulation, addition and accretion thereof including dividend thereon.

6.2. If any person(s) shall lend, pay, transfer to the Trustees any sum of money or contribution to the intent that the same shall be held upon the Trust declared by these presents and such sum of money or contribution shall be consolidated with and form one fund with the Trust in all respects as if the same had been originally comprised in the Trust Fund.

Settlor : Sijo Varghese 

Trustees : 1. S.S. Narayanan 

2. Ragesh M. 

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6.3. The Trustees shall permit the Trust Fund including the Initial Corpus of Rs.10,000/- (Rupees Ten Thousand) to remain in cash or deposit the same or any part thereof with any commercial scheduled bank in India or may acquire therefrom or from borrowings effected from any person, fully paid Shares of the Settlor by way of subscription and / or Secondary Acquisition.

6.4. It being distinctly understood that the Trustees shall not acquire any other property from out of the Trust Fund available to the Trustees, except the said Shares or deposit the same as indicated hereinafter, in compliance with Applicable Laws.

7. Trust Property

7.1. The Trustees shall henceforth hold and stand possessed of the Trust Property (which expression shall, unless repugnant to the subject or context, also include any other sum of money, property and investments of any kind whatever into which the same or any part thereof may be converted, invested or varied from time to time and those which may be acquired by the Trustees or come to their hands by virtue of this presents or by operation of law or otherwise howsoever in relation to these presents including all donations, gifts, bequests and legacies either in cash or other properties movable or immovable or otherwise, howsoever which may be received by the Trustees from time to time for the purpose of this presents) and all accretions thereto and income including capital gains arising therefrom or related thereto settled upon the Trust and subject to the powers, provisions, agreements and declarations hereinafter declared and contained concerning the same.

7.2. The Trustees shall hold the Trust Property and any further sums which may be paid under any future deed or covenant or otherwise upon trust at their discretion to pay or apply the same to or for the benefit of all the Beneficiaries or any one or more of them to the exclusion of the other or others in such Share and in such manner and in all respects as the Trustees may decide as per this Trust Deed. The Trustees may postpone the application of the whole or any parts of the same including income received at any particular time and apply the same at a later time.

8. Applications of Fund and Income during Trust period

8.1. Subject as aforesaid the Trustees shall during the Trust Period (subject as hereinafter appears) stand possessed of the Trust Fund and the income thereof upon trust to hold, pay, apply and deal with the same in all respects for the purposes of the Scheme and as therein directed and generally to carry out the provisions of the Scheme.

Settlor : Sijo Varghese



Trustees : 1. S.S. Narayanan



2. Ragesh M.



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8.2. Without detracting in any way from the generality of the foregoing, the Trust Fund will be applied for the purpose of distribution at the end of the Trust Period amongst the Beneficiaries or anyone or more of them to the exclusion of the other or others in such proportion and in such manner in all respects as the Trustees in their sole discretion may deem fit.

9. Beneficiaries

9.1. Beneficiaries under this Trust shall mean Option Grantees as defined in Clause 1 of this Trust Deed. Subject to the provisions of the Scheme, in the event of any Option Grantee ceasing to be an Employee, he shall *ipso facto* cease to be a Beneficiary of the Trust, except to the extent of benefits accrued to him (or to his legal heir/ nominees in case of his death while in employment) as per specific terms and conditions of the Scheme. Subject to the terms of the Scheme and the advice of the Nomination & Remuneration Committee, the Trustee(s) shall be entitled from time to time to add to the list of Beneficiaries of this Trust, the name of any person who is an Employee under the Scheme.

a) Rights of Beneficiaries:

- i. Right to information: Beneficiaries, on demand, shall have the right to be provided enough information about the Trust and its administration to know how to enforce their rights.
- ii. Right to accounting: Beneficiaries, on demand, are entitled to Trust accounts which is a report of all income, expenses, and distributions from the Trust.

b) Obligation of Beneficiaries: Each Beneficiary in his or her own interest may have a general understanding of the working of the trust mechanism and the terms of the Scheme.

10. Scheme subject matter of Trust

10.1. The Scheme referred to in this Amended Trust Deed shall form an integral part of the Trust hereby construed and established.

10.2. In case of winding up of the Scheme, the excess monies or Shares remaining with the Trust after meeting all the obligations including repayment of any outstanding loan of the Trust, shall be utilized by way of distribution to the Beneficiaries, or may be utilised for any other employee welfare/ benefit scheme as recommended by the Nomination & Remuneration Committee.

Settlor : Sijo Varghese 

Trustees : 1. S.S. Narayanan 

2. Ragesh M. 

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11. Investments of Trust Fund

11.1. Notwithstanding anything contained in these presents, the Trustees shall at their discretion by a unanimous vote of all the Trustees (and not only those present or voting at a meeting or on a circular resolution) invest the Trust Fund and all moneys in their hands which may require investment in one or more of the ways specified in the Indian Trusts Act, 1882.

11.2. The Trustees shall ensure that the Trust shall not enter into any derivatives contract or purchase or sell or deal in any derivatives product either directly or through any broker or any agent in any part of the world.

12. Embargo on sale of Shares

In the event the Trust/ Trustees are possessed of Shares of the Settlor, they shall not be entitled to sell, transfer or otherwise dispose of the same, except in compliance with a direction or permission of the Settlor, as per terms of the Scheme, and in due compliance with the prevailing Applicable Laws.

13. Trustees

13.1. The number of Trustees of the Trust where individuals or one person companies, as defined under the Companies Act, 2013, are appointed as Trustees, there shall be a minimum of **two** such Trustees, and in case a corporate entity is appointed as a Trustee, then it may be the sole Trustee. The maximum number of Trustees shall not exceed **five or** such other number as the Settlor may decide from time to time.

13.2. The continuance of a Trustee in such capacity shall be at the discretion of the Settlor and his appointment as a Trustee shall forthwith be cancelled and his office vacated on sending written intimation from the Settlor to this effect thereof to the concerned Trustee and the continuing Trustee(s).

13.3. If the office of a Trustee is vacated, either by death, insanity, resignation, insolvency, refusal or neglect to act as Trustee or on his otherwise becoming incapable or unable to act in the Trust of these presents, the Settlor shall be under no obligation to fill the vacancy occasioned in respect of any Trustees so removed or any other vacancy in the number of Trustees until it thinks fit and so long as the number of Trustees shall not be less than two and pending the filling in of any vacancy, the continuing Trustees shall have power to act.

Settlor : Sijo Varghese



Trustees : 1. S.S. Narayanan



2. Ragesh M.



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13.4. Upon any appointment or re-appointment of a new or additional Trustee as aforesaid, the Trust Property shall if and so far as may be necessary or be required, be deemed to be transferred so that the same may be vested in all the Trustees for the time being (including the re-appointed, new or additional Trustee), and such re-appointed, new or additional Trustee shall have the same powers authorities and discretion as if he had been originally appointed a Trustee of these presents.

13.5. Without prejudice to relevant provisions of Applicable Law and subject to cognizance of Settlor, a Trustee shall stand discharged from his office on tendering his resignation in writing or on the happening of any of the disqualifying events mentioned in sub-clause above.

13.6. If the Trustees hereby appointed or any of them or any future Trustee or Trustees shall die or be out of India for more than one year continuously or become bankrupt or insolvent or desire to be discharged or refuse to, or become unfit or incapable to act, then, and in every such case, it shall be lawful for the surviving or continuing Trustee or Trustees for the time being with the approval of the Settlor, to appoint a new Trustee and upon every such appointment the Trust Property shall (if and so far the nature of the funds or other circumstances shall require or admit) be transferred so that the same shall be vested in the Trustees for the time being.

13.7. If the Settlor or any company/entity into which the said Settlor is amalgamated or merged, ceases to exist on account of winding up or dissolution or otherwise then and in such an event the Trustees of the Trust shall step into the place of the Settlor in these presents and such Trustees shall jointly exercise or fulfil as the case may be the rights and obligations laid out on the Settlor in these presents.

14. Formation of Rules and Regulations by Trustees

It shall be lawful for the Trustees from time to time to frame such rules and regulations for the management and administration of the Trust as they shall think fit and to add, alter, amend, substitute or vary the same and to make new rules and regulations provided that such rules and regulations shall not be inconsistent with the objects and interests of the Trust. However, the Trustees shall not have any power under this clause to vary the Scheme nor this Trust Deed and the said power shall rest with the Settlor.

Settlor : Sijo Varghese 

Trustees : 1. S.S. Narayanan 

2. Ragesh M. 

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15. Meetings of Trustees

15.1. Quorum

The Trustees shall form and regulate their own procedure relating to meetings of the Board of Trustees and the quorum of any such meeting shall be two Trustees present in person, unless a sole corporate Trustee has been appointed. In case the requisite quorum is not present within half an hour of the meeting, it shall stand adjourned till decided again by the Trustees. The Trustees shall, except with reference, to the requirement of quorum, be entitled from time to time to alter or change their procedure as framed or regulated.

15.2. Board of Trustees may call such number of meetings as thought fit.

15.3. A meeting of the Trustees for the time being at which a quorum is present shall be competent to exercise all or any of the powers authorities and discretions by or under the Trust vested in the Trustees or otherwise exercisable by them. This provision shall also apply to any exercise of the power or authority or discretion of the Trustees by an instrument in writing.

15.4. The Trustees may from time to time elect from among the Trustees of these presents a Chairman of the Board of Trustees and determine the period for which he is to hold office. If at any meeting of the Trustees the Chairman is not present within thirty minutes of the time appointed for holding the same, the Trustees present may choose one of their number to be the Chairman of the meeting. The Chairman may preside at all meetings of the Trustees.

16. Decisions in a meeting and Committees of Trustees

16.1. Decision by majority

In case of difference of opinion arising among the Trustees and in all matters wherein the Trustees shall have a discretionary power, the votes of the majority of the Trustees, for the time being in the matter shall prevail and shall be binding on all the Trustees including the Trustees who may not have voted provided however that if as a result of one Trustee not having voted, or the Trustees shall be equally divided in opinion the matters shall be decided according to the casting vote of the Chairman of the Board of Trustees or the Chairman of the meeting as the case may be.

16.2. The Trustees shall meet together as may be necessary for the purpose of this Trust and all decisions relating thereto taken by a majority of the Trustees present at any meeting of the Trustees of which due notice has been given to all the Trustees shall be as effective for all purposes as if such decisions had been the unanimous, decision of all the Trustees.

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16.3. A written minute of decision of Trustees taken in a meeting held in any recognized manner shall if signed by the Chairman of the Board of Trustees or Chairman of the meeting be as effective for all purposes as if such decision had been reached in a duly convened meeting of all the Trustees.

16.4. The Trustees may appoint such committee or committees of the Trustees along with another or others for such purpose or purposes and with such powers and authorities always within the powers and authorities of the Trustees themselves and upon such terms and conditions including in particular the removal of members of any such committee or committees and the appointment of other members in their place as the Trustees shall from time to time decide.

17. Trustees to carry out directions

17.1. Notwithstanding anything contained to the contrary elsewhere in this Trust Deed, the Trustees shall comply with and carry out all such directions and recommendations as may be given to them by the Settlor (or any person or persons appointed by the Settlor, including its Board of Directors including the Nomination & Remuneration Committee) from time to time in relation to any matter with respect to which the Settlor has power under this Amended Trust Deed, under the Scheme, or under Applicable Laws to direct, determine or decide. For removal of doubts, it is clarified that the Board or any Committee of the Board of the Settlor including the Nomination & Remuneration Committee are empowered and entitled without any further formalities or approvals to give directions and recommendations on behalf of the Settlor under this Clause.

18. Duties of the trustees:

18.1. Notwithstanding anything contained elsewhere in these presents, the Trust and the Trustees shall always act in accordance with:

- a) The objects of the Trust;
- b) The guidelines of the Nomination & Remuneration Committee and code of conduct on Insider Trading and other regulatory aspects, existing or framed in future;
- c) Provisions of the Applicable Laws; and
- d) The terms & conditions of Scheme.

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THE SECRETARY

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18.2. The Trustees shall act in the interest of the Beneficiaries and shall not act in any manner or include any provision in this Amended Trust Deed that would be detrimental to the interests of the Beneficiaries.

19. Powers of Trustees

19.1. Subject to the duties mentioned above, the Trustees shall have the following powers and discretions:

- (a) Full power and discretion to agree with the Settlor on all matters relating to the operation and administration of the Trust and no person claiming or entitled to any interest under the Trust shall be entitled to question the legality and correctness of any arrangement or agreement made between the Settlor and the Trustees in relation to such operation and administration;
- (b) the Trustees in whose name any Shares are at any time registered may jointly with the authority of a resolution of the Trustees by deed appoint an attorney or attorneys for the purpose of executing for them or on their behalf any transfers of any such shares for the purposes of the trusts of this Amended Deed and may with such authority revoke such appointments and make new appointments;
- (c) by resolution authorise the manner in which cheques and other documents shall be signed and endorsed on their behalf;
- (d) to appoint, suspend, punish or dismiss the salaried servants of the Trust;
- (e) to provide for benefits for the salaried servants of the Trust, if deemed necessary;
- (f) to hear and deal with complaints pertaining, to the affairs of the Trust;
- (g) to hold and administer the properties and monies and pay all costs, charges and expenses in any way incurred by the Trust, and to have custody of the records, documents, papers, etc. of the Trust, and to examine and check the accounts and other records of the Trust;
- (h) to borrow or obtain loans from any person (**other than the Settlor**) for the purposes of the Trust;
- (i) from time to time appoint with or without remuneration (as may be determined) managers, secretaries, clerks and other employees as may be deemed expedient for carrying out the objects and purposes of the Trust;
- (j) to make, vary or rescind rules and orders, if any, for the administration of the objects of the Trust and the management, control and maintenance of all properties, moneys, documents and books of account pertaining to the Trust and for the conduct of the affairs of the Trust;

Settlor : Sijo Varghese 

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THE STATE OF TEXAS,
COUNTY OF DALLAS.I, the undersigned, Clerk of the County of Dallas, Texas, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said County.GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of May, 1923.CLERK OF COUNTY.By _____

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[Signature]



- (k) at any time and from time to time' by power of attorney to appoint any person or persons to be the Attorney or Attorneys of the Trust for such purposes and with such powers, authorities and discretions and for such period and subject to such conditions as the Trustees may from time to time think fit;
- (l) to enter into all such negotiations and contracts and rescind and vary all such contracts and execute all acts, deeds and things in the name and or on behalf of the Trust as the Trustees may consider expedient for or in relation to any of the objects of the Trust; to authorise any person or persons whether Trustees or not to sign and execute all contracts, agreements, documents, instruments, deeds and papers whatsoever relating to the administration and affairs of the Trust or otherwise in which the Trust is interested;
- (m) to institute, conduct, defend, compromise or compound or abandon any legal proceedings or refer to arbitration, dispute, differences, claim, demands or things by or against the Trust or its officers or otherwise concerning the affairs of the Trust and also. to compound and allow time for payment or satisfaction of any dues or of any demand by or against the Trust;
- (n) to refer any dispute, difference, claims or demand or things relating to any matter in connection with, by or against the Trust to arbitration and to do all other things proper for such purpose and observe and perform the award;
- (o) to make payments from the Trust Fund for carrying out the objects of the Trust;
- (p) to appoint sub-committee or sub-committees consisting of such members of their body as they deem fit for such purposes as may be considered necessary with or without powers to co-opt members;
- (q) generally to delegate the powers and authority vested in the Trustees to any person, firm, company seeking professional assistance; and
- (r) To do such other acts for the furtherance of the objects of the Trust and/ or Scheme to the extent allowed under Applicable Laws.

19.2. The Trustees shall be entitled from time to time to open, operate and maintain one or more accounts with any scheduled bank and to pay money into and draw money from any such account from time to time as may deem fit and to appoint a person or persons to operate all such accounts.

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19.3. The Trustees shall be entitled from time to time to open, operate and maintain one or more dematerialized (de-mat) accounts and/or Trading accounts and subscribe, acquire, purchase, hold and deal in the Shares of the Settlor in the de-mat form in the name of the Trust or in the names of the Trustees or such two or more of them at such Depository or Depositories as the Trustees from time to time decide.

20. Restrictions on voting

To ensure compliance under the Applicable Laws including SEBI SBEB Regulations, Trustees shall not vote in respect of the Shares held by the Trust or Trustees under the Scheme so as to avoid any misuse arising out of exercising of such voting rights.

21. Reimbursement

It shall be lawful for the Trustees for the time being of these presents to reimburse themselves or himself or herself or pay and discharge out of the Trust Properties all costs, charges and expenses incurred in carrying out these presents or in or about the execution of the Trust or powers of these presents.

22. Liability of Trustees

The Trustees shall be respectively chargeable only for such properties, monies, Shares, funds and securities as they shall respectively actually receive notwithstanding their respectively signing any receipt for the sake of conformity and shall be answerable and accountable only for their own respective acts, receipts, neglects or defaults and not for those of each, other nor for any banker, broker, auctioneer or other person with whom or into whose hands any Trust properties, monies, Shares, funds or securities may be deposited or kept nor for the insufficient or deficiency of any securities nor for any other loss unless the same shall happen through their own willful default.

23. Records, accounts and audit

23.1. The Trustees shall make arrangements to prepare and keep all necessary account including the accounts of individual employees' records, transfers and other documents in connection with the operation of the Trust and to generally carry out all administrative work in connection therewith.

23.2. The Trustees shall cause to be kept minutes of their proceedings and shall also keep and maintain proper books of account, records and documents, for each Scheme (if more than one scheme is subjected to this Trust) so as to explain its transactions and to disclose at any point of

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time the financial position of each such scheme and in particular give a true and fair view of the state of affairs of each such scheme.

23.3. The Trustees shall submit the Trust accounts to audit by a practicing chartered accountant or firm of chartered accountants being entitled to audit under the Applicable Laws and as soon as conveniently may be after each such audit deliver copies of the audited accounts to the Settlor.

24. Professional advice

The Trustees may act on the advice or opinion of any lawyer, broker, actuary, accountant or other professional or business person whether such advice was obtained by the Trustees or by the Settlor and shall not be responsible for any loss occasioned by their so acting.

25. Professional charges of Trustees

Any Trustee being a solicitor, accountant or other person engaged in any profession or business shall be entitled to be paid all usual professional or proper charges for business transacted, time expended and acts done by him or any partner of his in connection with the trusts of this Amended Trust Deed including acts which a Trustee not being in any profession or business could have done personally.

26. Removal of Trustees

The Settlor may at any time without any other formality -

- (a) remove any person from the office of Trustee;
- (b) accept the resignation of any person as a Trustee; and
- (c) appoint new or additional Trustee;

and Trustees appointed for a period shall automatically vacate office at the end of such period.

27. Power to amend the Trust Deed

Notwithstanding anything, contained anywhere else in this deed, the Settlor shall have the power to amend, alter, vary, modify or add to the provisions of this deed, provided however, that no such amendment, alteration, variation, modification or addition shall be valid insofar as it is detrimental to the interest of the Beneficiaries.

Provided further that the power under this clause shall not be exercised to directly or indirectly amend, alter, vary, or modify the Scheme.

28. Governing Law and Jurisdiction

This deed shall be governed by and construed in accordance with the Applicable Laws within jurisdiction of India. Subject to provisions of this deed, the courts in Thrissur shall have exclusive

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jurisdiction to settle any disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of this deed.

29. Notices

All notices or communications required to be given by a party to any other party by virtue of this Amended Trust Deed shall be in writing to that other party/ies at its / their respective addresses as informed and kept in relevant records of the parties from time to time.

30. Period of Trust and Dissolution

30.1. The Trust will be valid until the expiry of the Trust Period. The Trust shall be dissolved on fulfillment of its objects, or if the fulfillment of objects becomes impossible by destruction of Trust Property.

30.2. On dissolution, the Trust Property after satisfaction of all outstanding liabilities, if any, shall be utilized either for any welfare activities pertaining to Beneficiaries or can be transferred to any other employee welfare trust set-up by the Settlor.

31. Severability

If at any time, any provision of this Amended Trust Deed becomes illegal, invalid or unenforceable in any respect, neither the legality, validity nor enforceability of the remaining provisions of this deed shall in any way be affected or impaired thereby.

32. Miscellaneous

32.1. Words and expressions defined under Applicable Laws, shall prevail over words and expressions defined under this Amended Trust Deed, in case of any conflict.

32.2. Words, expressions, clauses, sections, regulations not incorporated in this Amended Trust Deed but forming an integral part of the Scheme, and Applicable Laws including any statutory modification or re-enactment thereto, shall be deemed to be included in this Amended Trust Deed and form an integral part of it.

This Amendment deed shall become and remain as a Supplementary deed to the Trust deed registered as No. 173 of 2019. It is hereby clarified that all other recitals contained in the said Deed of Trust No. 173 of 2019 are sustained as such.

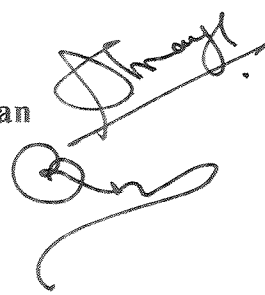
This Amendment of Trust Deed is drawn on stamp paper worth Rs.8,000/- (Rupees Eight Thousand only) by the Kerala Stamp Act.

Settlor : Sijo Varghese



Trustees : 1. S.S. Narayanan

2. Ragesh M.



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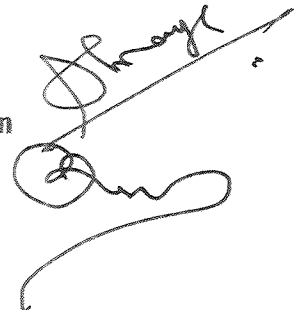
The Settlor and the Trustees set their hands hereto on the day, month and year first above written in the presence of the witnesses written below at Thrissur Village and present the same to the Thrissur Sub-Registry for registration.

Settlor : Sijo Varghese



Trustees : 1. S.S. Narayanan

2. Ragesh M.



Witnesses :-

1) Anoop T.N.



S/o Late. TMN Namboodiri,
10/286B, Thayampara Mana, Street No.5,
Mythri Nagar, Kolazhi Village, Thrissur-680010

2) Thomas P. Tharayil



Son of T. P Porinchu, Tharayil House
Kuttur Village, P.O. Kuttur - 680013

Prepared by P.V. Gopi



Licencee Number CDA 39

Son of Pandary Velayudhan, Thrissur Village and Desom

P. O. Thrissur - 680001

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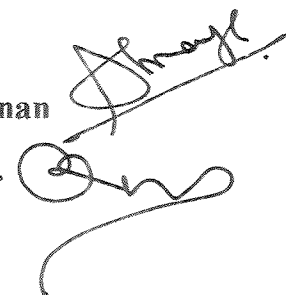
Note of corrections :- Nil.

Settlor : Sijo Varghese



Trustees : 1. S.S. Narayanan

2. Ragesh M.



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