

THE CATHOLIC SYRIAN BANK LTD.

Registered Office: "CSB Bhavan", St. Mary's College Road, Post Box No. 502,
Thrissur - 680 020, Kerala, India

Corporate Identity Number: U65191KL1920PLC000175

Tel.: +91 487 2333020; **Fax:** +91 487 2338764

Website : www.csb.co.in; **E-mail :** investors@csb.co.in

Date : June 8, 2019

Dear Shareholder,

Subject: Your participation in the proposed initial public offering ("IPO") of equity shares ("Equity Shares") of The Catholic Syrian Bank Limited ("Bank").

Re: Amendment and restatement of the letter dated March 28, 2019 ("Invitation") and the Scheme for your Participation in the Offer for Sale ("Scheme").

We are pleased to inform you that the Board has considered amending and restating the Invitation and the Scheme to:

- Extend the time for your participation in the IPO by selling the Equity Shares held by you as part of the Offer for Sale. Accordingly, as a shareholder of the Bank who is holding Equity Shares as on the cut off date, i.e., March 30, 2019, ("**Cut off date**"), we are pleased to invite you to participate in the Offer for Sale. The last date to participate in the Revised Scheme is June 25, 2019, please see Annexure C of the Revised Invitation enclosed herewith in relation to the timeline and checklist of documents and steps required for your participation in the Offer for Sale;
- Simplify the process of the Offer for Sale by not distinguishing amongst shareholders, and consequently, requiring that all shareholders who wish to participate in the Offer for Sale deposit their dematerialised Offer Shares into escrow accounts opened by the Registrar which are specifically opened for the purpose of conducting the Offer for Sale.

Accordingly, we are pleased to, once again, invite you to participate in the Offer for Sale as per the amended and restated letter enclosed as **Schedule I ("Revised Invitation")**, including the 'Scheme for your Participation in the Offer for Sale' provided in Annexure E ("Revised Scheme").

Please note that all capitalized terms used herein and not specifically defined shall have the same meanings as ascribed to such terms in the Revised Invitation and / or the Revised Scheme.

Yours faithfully,

For and on behalf of The Catholic Syrian Bank Limited

Name : Sijo Varghese

Designation : Company Secretary

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Schedule I

Date : June 8, 2019

Dear Shareholder,

Subject: Your participation in the proposed initial public offering ("IPO") of equity shares ("Equity Shares") of The Catholic Syrian Bank Limited ("Bank").

Re: Amendment and restatement of the letter dated March 28, 2019 ("Invitation") and the Scheme for your Participation in the Offer for Sale ("Scheme").

A. Your participation in the Offer for Sale

We are pleased to inform you that subject to receipt of shareholders, regulatory and other consents, suitable market conditions and other considerations, your Bank is considering an IPO of its Equity Shares and consequently, listing the Equity Shares on certain stock exchanges in India.

As you may be aware, as per the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**"), in case of an IPO, barring a few exempted categories of shareholders, all the shareholders holding Equity Shares in the Bank prior to the IPO are locked-in and will not be able to trade in their Equity Shares for a period of one year from the date of allotment / transfer of Equity Shares pursuant to the IPO. Therefore, to provide an avenue to the existing shareholders to sell their Equity Shares of the Bank, and not get locked-in for one year, the board of directors of the Bank ("**Board**") is proposing to conduct an offer for sale of Equity Shares by the existing shareholders of the Bank (the "**Offer for Sale**"). Thus, you could participate in the IPO by selling your Equity Shares as part of the Offer for Sale and, consequently, avoid the lock-in of your Equity Shares for one year subject to you being eligible to offer your Equity Shares for sale as per the SEBI ICDR Regulations. Any Equity Shares that are not sold in the Offer for Sale shall be locked-in for a period of one year from the date of allotment / transfer pursuant to the IPO, unless you belong to an exempted category as per Regulation 8 of the SEBI ICDR Regulations.

Any existing shareholder, who has been holding Equity Shares for a continuous period of one year prior to filing of draft red herring prospectus ("**DRHP**"), can propose for sale, at his/her own discretion, all or part of his/her Equity Shares in the Offer for Sale. Pursuant to the SEBI ICDR Regulations, the Equity Shares offered in the Offer for Sale, are required to have been held by you for a continuous period of at least one year prior to the filing of the DRHP, subject to the exemption that in case of Equity Shares received on conversion or exchange of fully paid-up compulsorily convertible securities, the holding period of such convertible securities as well as that of the resultant Equity Shares shall together be considered for the purpose of calculation of this one year period. The selling shareholders will receive the same sale price as the issue price for the IPO, net of expenses and applicable taxes.

Accordingly, as a shareholder of the Bank who is holding Equity Shares as on the cut off date, i.e., March 30, 2019, ("**Cut off date**"), we are pleased to invite you to participate in the Offer for Sale as per the "Scheme for your Participation in the Offer for Sale" ("**Revised Scheme**") provided in Annexure E.

In addition to the Offer for Sale, the Bank may consider, at its sole discretion, subject to receipt of regulatory and other consents, suitable market conditions and other considerations, undertaking a fresh issue of Equity Shares as a part of the IPO ("**Fresh Issue**").

Please note that, subject to applicable law, if, post determination of eligibility of Equity Shares offered in the Offer for Sale, the total amount of Equity Shares being proposed for sale by all the selling shareholders in the Offer for Sale and the size of the Fresh Issue, if any, exceeds Rs. 5,000 million, then the number of Equity Shares that will be offered in the Offer for Sale will be on a pro rata basis, in proportion to such number of Equity Shares, such that the aggregate size of the Offer for Sale and Fresh Issue, if any, does not exceed Rs. 5,000 million.

If such proportionate number of Equity Shares gives rise to a number of Equity Shares in fractions, it shall be rounded up by one Equity Share if such decimal is 0.5 or higher. Alternatively, if such decimal is lower than 0.5, such decimal shall be rounded down to the lower whole number. Further, if such rounding off of decimals results in the IPO size exceeding Rs. 5,000 million, then the

decimals shall be rounded down in all cases and the residual Equity Shares, if any, for the Offer for Sale portion shall be accepted, such that the total IPO size does not exceed Rs. 5,000 million.

B. Process for your participation

Shareholders intending to participate in the Offer for Sale, would be required to submit a consent form along with the enclosures (set out as Annexure A, such form, along with the enclosures and the executed power of attorney as set out in Annexure B, collectively referred to as the “**Consent Form**”), by June 25, 2019, by 5:30 p.m., which confirms your intent to participate in the Offer for Sale. The Consent Form should be submitted to the registrar to the IPO, Link Intime India Private Limited (“**Registrar**”). Please note that if received after 5.30 p.m. on June 25, 2019, your Consent Form shall not be considered for inclusion in the Offer for Sale process. After receipt of the Consent Forms, the Bank shall, verify the Consent Forms for correctness and completeness, and consider the correct and complete Consent Forms towards the Offer for Sale, and will, subject to the terms of the Revised Scheme, including deposit of the Offer Shares in the Special Depository Accounts, disclose the names and other relevant details of the shareholders whose Consent Forms are accepted, in the DRHP and other documents to be issued by it, in connection with the IPO. At the sole discretion of the Bank, any incomplete or deficient Consent Form may be rejected after June 25, 2019, and a communication in this regard will be dispatched by the Bank or the Registrar, either through physical or electronic mode, to the relevant shareholders on or prior to the date of filing of the DRHP, along with the reason(s) for rejection.

Along with the duly filled in Consent Forms, shareholders intending to participate in the Offer for Sale will also be required to submit a duly executed power of attorney on a stamp paper of adequate value as per applicable law, in favour of the Bank by June 25, 2019 by 5:30 p.m. to sign certain offer documents and IPO agreements, including the share escrow agreement, registrar agreement, offer agreement, syndicate agreement, cash escrow and sponsor bank agreement and the underwriting agreement, on your behalf, so as to ease the logistical requirements for your participation in the Offer for Sale. The Bank may delegate the authority provided by you to one or more of its independent directors.

The duly filled in Consent Forms from the eligible shareholders will be accepted towards participation in the Offer for Sale, and a communication in this regard will be dispatched by the Bank or the Registrar, either through physical or electronic mode, to the relevant shareholders on or prior to the date of filing of the DRHP. The dispatch of such communication from the Bank shall be deemed a valid, binding and irrevocable contract for you to participate in the Offer for Sale, and you will not have the right to change the number of, or withdraw, the Equity Shares proposed for sale or included in the Offer for Sale (“**Offer Shares**”), without the prior consent of the Bank. The Bank will also dispatch a communication, either through physical or electronic mode, to the shareholders whose Consent Forms are not accepted for the Offer for Sale along with the reason(s) for rejection.

Please note that, with respect to the shareholders, who consented to participate in the Offer for Sale pursuant to the Invitation and the Scheme dated March 28, 2019, and have received a confirmation from the Bank, and propose to offer the same number of Equity Shares as was previously indicated in their Consent Forms under the Scheme (such shareholders, “**Confirmed Selling Shareholders**”) would be required to re-submit all the documents as mentioned in Annexure C of this letter (“**Revised Invitation**”), except for the duly executed power of attorney.

It is clarified that the duly executed power of attorney previously submitted by the Confirmed Selling Shareholders pursuant to the Scheme dated March 28, 2019 will be utilised towards the Consent Forms provided by such Confirmed Selling Shareholders pursuant to the Revised Scheme, subject to there being no change in the number of Offer Shares as were previously proposed to be offered for sale. Further, by submitting a Consent Form under the Revised Scheme, such Confirmed Selling Shareholder is deemed to have affirmed to such usage of the duly executed power of attorney that were previously submitted.

Shareholders intending to participate in the Offer for Sale, are required to deposit their dematerialized Offer Shares in the Special Depository Accounts operated by the Registrar by June 25, 2019 by 5:30 p.m. Please see Annexure C which sets out the details in relation to such Special Depository Accounts.

Please note that, subject to receipt of the Consent Form and all ancillary documentation, including the duly executed and stamped power of attorney on or before June 25, 2019 by 5:30 p.m., the last date for depositing the Offer Shares in the Special Depository Account may be extended from June 25, 2019 to such date which shall not be later than the date of filing of the DRHP, subject to the approval and discretion of the IPO Committee.

Further, subject to the deposit of Offer Shares in the Special Depository Account on or before June 25, 2019 by 5:30 p.m., the last date for receipt of Consent Form and all ancillary documentation, including the duly executed and adequately stamped power of attorney may be extended from June 25, 2019 to such date which shall not be later than the date of filing of the DRHP, subject to the approval and discretion of the IPO Committee.

In addition to the above, shareholders from whom any incomplete or deficient Consent Forms and / or any ancillary documentation is received on or before June 25, 2019 by 5:30 p.m., may be given an opportunity to rectify such deficiencies till such date, which shall not be later than the date of filing of the DRHP, subject to the approval and discretion of the IPO Committee.

By such dates as shall be communicated to you subsequently, either through physical or electronic mode, selling shareholders will be required to obtain a legal opinion, at different stages of the IPO process, addressed to the Bank and the book running lead manager(s) to the IPO (“**BRLMs**”) in relation to certain matters relating to yourself and your Offer Shares in a form and manner to the satisfaction of the Bank and the BRLM(s) covering such matters as may be required, including the indicative points detailed in Annexure E.

In this regard, we also draw your attention to Annexure C of this letter, which sets out a detailed checklist of the documents and steps to be taken by you at various stages as per the timelines indicated therein.

C. Important terms and conditions of your participation

While the detailed terms and conditions relating to your participation in the Offer for Sale are set out in Annexure A and in Annexure E, we wish to specifically draw your attention to some important conditions for your participation in the Offer for Sale:

- a) **Eligibility:** The Equity Shares offered in the Offer for Sale are required to have been held by you for a continuous period of at least one year prior to the filing of the DRHP. Please note that this continuous period of one year will be calculated from the date of filing of the DRHP, and not from the last date for submission of the Consent Form, i.e. June 25, 2019 by 5:30 p.m.
- b) **Dematerialization:** The Offer Shares are required to be held in demat form prior to depositing the Offer Shares in the escrow account, i.e., June 25, 2019 by 5:30 p.m.
- c) **Deposit of Offer Shares in escrow account:** The Offer Shares will have to be credited into certain escrow accounts opened by the Registrar - the 'Special Depository Accounts' on or prior to June 25, 2019 by 5:30 p.m. These accounts are demat accounts specifically opened for the purpose of conducting the Offer for Sale, and will be operated by the Registrar. Please see Annexure C which sets out the details in relation to such Special Depository Accounts.
- d) **Sale proceeds and sharing of expenses:** Pursuant to Section 28 of the Companies Act, 2013, the IPO expenses are required to be shared amongst the selling shareholders in the IPO, in proportion to the number of Equity Shares offered by each of the selling shareholders in the IPO. Furthermore, in the event the IPO includes a Fresh Issue and the Offer for Sale, the IPO expenses (excluding listing fees) will be required to be shared amongst the Bank and the selling shareholders in the IPO, in proportion to the number of Equity Shares offered by the Bank and each of the Selling Shareholders in the IPO. Thus, the applicable Offer for Sale expenses, as incurred by the Bank on your behalf, shall be deducted from the proceeds of the Offer for Sale, prior to being disbursed to you. Further, please note that applicable taxes would be deducted from the proceeds of the Offer for Sale. These may include securities transaction tax or tax on capital gains (in case of non residents) or such other taxes as applicable on the date of disbursement. For further details, please refer to Para. (B) 17 of Annexure E.
- e) **Offer documents and IPO agreements:** If you participate in the Offer for Sale, certain offer documents in relation to the IPO are required to be signed by you, confirming the veracity of information in relation to you, and your Equity Shares included in the Offer for Sale. Further, at different stages of the IPO process, the Bank and you, among others, will need to enter into various agreements, including the share escrow agreement, registrar agreement, offer agreement, syndicate agreement, cash escrow and sponsor bank agreement and the underwriting agreement. These agreements will, amongst other things, set out certain rights and obligations, and representation and warranties from you and may require you to provide indemnities to other parties. As mentioned previously, you will be required to execute a power of attorney in favour of the Bank to sign these documents on your behalf. As regards the Confirmed Selling Shareholders, all the documents as mentioned in Annexure C of this Revised Invitation would be required to be re-submitted, except for the duly executed power of attorney. It is clarified that the duly executed power of attorney previously provided by the Confirmed Selling Shareholders pursuant to the Scheme dated March 28, 2019 will be utilised towards the Consent Forms provided by such Confirmed Selling Shareholders pursuant to the Revised Scheme, subject to there being no change in the number of Offer Shares as were previously proposed to be offered for sale by such shareholder. Further, by submitting a Consent Form under the Revised Scheme, such Confirmed Selling Shareholder is deemed to have affirmed to such usage of the duly executed power of attorney that were previously submitted.
- f) **Statutory liability:** If you participate in the IPO, please note that the Companies Act, 2013, imposes both criminal and civil liability on selling shareholders in the IPO for mis-statements in offer documents. In addition, as a selling shareholder in the IPO you may be liable for punishment for fraudulently inducing persons to invest money in the Bank, or action by persons, or group of persons or association of persons affected by any misleading statements or the inclusion or omission of any matter in relation to the selling shareholder and the Offer Shares in the offer documents.
- g) **IPO process and timelines:** Please note that, in terms of the Revised Scheme, the Bank is entitled to take all decisions in relation to the IPO, including the Offer for Sale and / or the Fresh Issue, such as the timing for the various steps in the IPO, the price band, the IPO price and the allotment / transfer of Equity Shares pursuant to the IPO or withdrawal of the IPO, in accordance with the SEBI ICDR Regulations and other applicable laws. Further, the process outlined in this letter for your participation, may be subject to receipt of certain regulatory approvals and subject to market conditions. If such approvals are not obtained in a timely manner, or at all, or if the markets are not conducive, the Bank reserves the right to modify the Revised Scheme or not proceed with the IPO at all. The Bank, on various grounds, including insufficient participation in the Offer for Sale by existing shareholders of the Bank, amongst other things, may consider revision of the terms of the Revised Scheme, including, but not limited to extension of time for submission of Consent Forms by shareholders.

Please also note that if you accept this Revised Invitation and become a selling shareholder in the IPO, you shall not be able to participate in the IPO as an investor.
- h) **Other important considerations:** Please note that in the event of a Fresh Issue, if the Bank does not receive a minimum subscription of 90% of the Fresh Issue, it is required to refund all application moneys received to the applicants forthwith. Therefore, in the event of a Fresh Issue, in case of under-subscription in the IPO, the Equity Shares in the Fresh Issue will be issued prior to the sale of Equity Shares in the Offer for Sale. Further, upon oversubscription, an allotment of not more than 1% of the IPO (excluding reservations, if any) may be made for the purpose of allotting in minimum lots.
- i) **Authority of the Bank:** Please note that the Bank reserves the right to revisit the terms of the Revised Scheme for any reason whatsoever, including but not limited to re-inviting the shareholders to submit their Consent Forms or extending the time for submission of Consent Forms.

Please note that the Bank, at its sole and absolute discretion, may choose to withdraw the Revised Scheme and/or not proceed with the IPO at any point, until allotment and/or transfer of Equity Shares pursuant to the IPO, on various grounds, including 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 the Reserve Bank of India ("RBI") or the Department of Financial Services, Ministry of Finance.

Please note that, subject to receipt of the Consent Form and all ancillary documentation, including the duly executed and stamped power of attorney on or before June 25, 2019 by 5:30 p.m., the last date for depositing the Offer Shares in the Special Depository Account may be extended from June 25, 2019 to such date which shall not be later than the date of filing of the DRHP, subject to the approval and discretion of the IPO Committee.

Further, subject to the deposit of Offer Shares in the Special Depository Account on or before June 25, 2019 by 5:30 p.m., the last date for receipt of Consent Form and all ancillary documentation, including the duly executed and adequately stamped power of attorney may be extended from June 25, 2019 to such date which shall not be later than the date of filing of the DRHP, subject to the approval and discretion of the IPO Committee.

In addition to the above, shareholders from whom any incomplete or deficient Consent Form and / or any ancillary documentation is received on or before June 25, 2019 by 5:30 p.m., may be given an opportunity to rectify such deficiencies till such date which shall not be later than the date of filing of the DRHP, subject to the approval and discretion of the IPO Committee.

For your ready reference, the detailed list of documents annexed with this Revised Invitation is set out below. We specifically draw your attention to Annexure E "Scheme for your Participation in the Offer for Sale" and would request you to read it in detail, prior to filling up the Consent Form, which is annexed as Annexure A. Also, for your ease of reference, we have provided a list of 'Frequently Asked Questions (FAQs)' and our responses in relation to your participation in the Offer for Sale, as Annexure D.

Sr. No.	Document	Description of the Document	Page No.
1.	Annexure A – Consent Form	Consent form confirming your participation in the Offer for Sale	6
2.	<i>Enclosure 1- Confirmation and covenants in relation to your Participation in Offer for Sale</i>	Certain confirmations and covenants required from you for participation in the Offer for Sale	9
3.	<i>Enclosure 2 – Details of selling shareholders, who are body corporates or partnership firms or trusts or HUFs.</i>	Certain details in relation to you which may require to be disclosed in the IPO offer documents.	11
4.	Annexure B – Power of Attorney	The power of attorney to be executed by the selling shareholders	12
5.	Annexure C – Checklist of documents and steps required for your participation in the Offer for Sale	List of documents you are required to submit and steps you are required to undertake, if you wish to participate in the Offer for Sale	20
6.	Annexure D – Frequently Asked Questions	FAQs in relation to your participation in the Offer for Sale.	22
7.	Annexure E - Amended and Restated Scheme for your Participation in the Offer for Sale ("Revised Scheme")	Detailed terms and conditions for your participation in the Offer for Sale	26
8.	<i>Enclosure 1 – Publicity and Research Restrictions.</i>	Publicity and research restrictions you are required to comply with if you wish to participate in the Offer for Sale	31
9.	Annexure F – Points to be covered in the legal opinion	Nature of the opinions to be sought from legal counsel(s) appointed to represent the selling shareholders	32

Please note that this Revised Invitation is being dispatched to only those shareholders whose names appear in the register of members of your Bank (including register of beneficial owners of Equity Shares as maintained by the depositories) as on March 30, 2019. Duplicate copies of this Revised Invitation may be obtained from the Registrar by such shareholders.

Yours faithfully,

For and on behalf of The Catholic Syrian Bank Limited

Name : Sijo Varghese

Designation : Company Secretary

Enclosed : As above

Disclaimer: This communication may contain confidential, and/or privileged information. It is intended solely for the use of the addressee. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information. If you received this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy.

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 Annexure E. 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, including the Revised Scheme.)

Name of the Shareholder (Sole/First Holder)	(insert name)
Address	(insert address)
Registered Folio No./ DP ID and Client ID	(insert details)
Contact details	Land line number (with STD code): _____ Mobile number (with country code): _____ E-mail id (insert details): _____

Date: _____

To:

The Catholic Syrian Bank Limited

CSB Bhavan, Post Box No. 502, St. Mary's College Road, Thrissur 680 020, Kerala, India

Subject: Consent to participate in the proposed initial public offering ("IPO") of The Catholic Syrian Bank Limited (the "Bank")

Re: Amendment and restatement of the letter dated March 28, 2019 ("Invitation") and the Scheme for your Participation in the Offer for Sale ("Scheme").

Dear Sir(s),

- I/we refer to the letter dated June 8, 2019 including Annexure E to the letter titled "Scheme for your Participation in the Offer for Sale" ("**Revised Invitation**"), 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. I/we agree and acknowledge that I/we have read the Revised Invitation, and understood its contents.
- I/we confirm that I am/we are in compliance with the terms and conditions set out in the Revised Invitation, including Annexure E, containing the Revised Scheme 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 1 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 _____ (insert number) 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

- In relation to my/our participation in the Offer for Sale, I am aware that my 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)

Sr. 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.			
2.			
3.			

- 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 Revised Scheme 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. I/We confirm that the weighted average price at which the Equity Shares were acquired by me/us in the last one year is _____ / I/We have not acquired Equity Shares in the last one year. (*Strikeout as applicable*).
 6. I/We confirm that the average cost of acquisition at which the Equity Shares were acquired by me/us is _____.
 7. (*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.)
 8. 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 undertake to dematerialise the Offer Shares (in case the Offer Shares are held in physical form) prior to the deposit of the Offer Shares in the 'Special Depository Accounts' maintained with the Registrar, i.e. on or prior to June 25, 2019 by 5:30 p.m.
 9. I / we undertake to deposit the dematerialised Offer Shares into certain escrow accounts opened by the Registrar - the 'Special Depository Accounts' on or prior to June 25, 2019 by 5:30 p.m.
 10. I/we consent to the inclusion of my/our name as a selling shareholder in the DRHP to be filed with SEBI, the RHP and the prospectus to be filed with the Registrar of Companies, Kerala ("**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.
 11. 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)**"), so as to enable requisite filings with the regulatory authorities in India, including 'Form FC-TRS' to be filed through an authorized dealer bank with the Reserve Bank of India ("**RBI**") and other documents which inter alia includes consent letter duly signed by the seller/buyer indicating details of transfer, brokers note etc. 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.
 12. 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.
 13. 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.
 14. As a Confirmed Selling Shareholder, I/we affirm the usage of the duly executed power of attorney for the purposes of Revised Scheme, which was previously provided by me/us pursuant to the Scheme. It is clarified that this confirmation is applicable only if you are a Confirmed Selling Shareholder. (*Strikeout, if you are not a Confirmed Selling Shareholder*)

Sincerely,

(Strikeout additional rows)

	Name	Signature
Sole/First Holder		
Joint Holder 1		
Joint Holder 2		
Place		
Date		

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

.....

ACKNOWLEDGEMENT SLIP

Received Consent Form and duly executed and notarised power of attorney from _____,
consenting to participate in the Offer for Sale by offering _____ Equity Shares.

Pursuant to the terms and conditions set out in the Revised Invitation, participation in the Offer for Sale is conditionally accepted for _____ Equity Shares, subject to deposit of such Equity Shares in the 'Special Depository Accounts' maintained with the Registrar and compliance with the other conditions mentioned in the Revised Invitation.

For and on behalf of The Catholic Syrian 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 may 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 1

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

A. General confirmation and covenants

1. You confirm that you are legal and beneficial holder of, and hold clear and marketable title to the Offer Shares, which are fully paid-up, free from any pre-emptive rights, options, warrant, put, call, right of first refusal, commitment of sale, right to acquire or subscribe or other right to acquire or purchase 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 date of the Revised Scheme, 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 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.
3. If you are a non-individual, you confirm that you have been duly incorporated, registered and is validly existing and is 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;
4. 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;
5. 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 promoters, which is currently pending in relation to securities law violation; (c) you have not been identified as a wilful defaulter by the RBI; and (d) you are in compliance with Companies (Significant Beneficial Ownership) Rules, 2018, as amended to the extent applicable.
6. 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 are in compliance with the Companies (Significant Beneficial Ownership) Rules, 2018, as amended to the extent applicable.
7. 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 or any securities market regulator in any other jurisdiction or any other authority/court; and (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; and (c) you are in compliance with the Companies (Significant Beneficial Ownership) Rules, 2018, as amended, to the extent applicable.
8. If you are not a body corporate, trust or 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 or any securities market regulator in any other jurisdiction or any other authority/court; (b) no action or investigation has been initiated against you, which is currently pending, in relation to securities law violation; (c) you have not been identified as wilful defaulters by the RBI; and (d) you are not a "fugitive economic offender" under section 12 of the Fugitive Economic Offenders Act, 2018; and (d) you are in compliance with Companies (Significant Beneficial Ownership) Rules, 2018, to the extent applicable.
9. Unless you are an Exempted Shareholder (as defined in Annexure E) 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 in the IPO for a period of one year.
10. If you are a non-individual / body corporate, you confirm that you have obtained all the requisite corporate approvals pertaining to the Offer for Sale, including resolutions passed by your governing body/ board of directors, approving your participation in the Offer for Sale.
11. If you are a trust or HUF, you confirm that you have obtained all the requisite approvals pertaining to the Offer for Sale, approving your participation in the Offer for Sale.
12. You confirm and undertake that you 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 IPO.
13. You confirm and undertake that neither you nor your affiliates 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.
14. 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.
15. You undertake that you shall disclose and furnish to the Bank and the BRLM(s) (as defined in Annexure E) promptly, all information and documents relating to: (i) 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 us 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.
16. If you are a body corporate, you undertake that you shall not, and shall ensure that your directors and affiliates 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 BRLM(s).

17. If you are a body corporate, you understand and acknowledge that certain details in relation to you, including incorporation details, your board of directors and your shareholders 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 2 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.
18. 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 BRLMs.
19. 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 BRLMs.
20. 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 BRLMs.
21. 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, 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.
22. You confirm that the information, confirmation and certifications provided by you pursuant to the Consent Form are true and correct, as on date, and undertake to promptly inform the BRLM(s) 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.
23. You agree and acknowledge that certain processes outlined in this Revised Invitation 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.
24. You agree that you shall complete the dematerialization of your Offer Shares and deposit such dematerialized Offer Shares proposed for sale in the Offer for Sale in the Special Depository Accounts as indicated in Para.(B) (11) of Annexure E of the Revised Invitation, on or prior to June 25, 2019 by 5:30 p.m., and comply with such instructions and conditions as will be set out in the communication sent to you.
25. 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 Special Depository Accounts on or prior to June 25, 2019 by 5:30 p.m. 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.
26. You agree that in case of any discrepancy between the Offer Shares deposited in the Special Depository Accounts 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.
27. You agree that you shall execute a power of attorney, stamped for adequate value, and duly notarized, in the format annexed as Annexure B (a) or B (b), as applicable, to the Revised Scheme, on or before June 25, 2019, or, if you are a Confirmed Selling Shareholder, you have executed a power of attorney, stamped for adequate value, and duly notarized, in the format annexed as Annexure B (a) or B (b), as applicable, to the Scheme.
28. You agree that if you are a Confirmed Selling Shareholder, you shall re-submit all the documents as mentioned in Annexure C of this Revised Invitation, except for the duly executed power of attorney as mentioned in paragraph 27 above. Further, you expressly affirm to the usage of the duly executed power of attorney that was previously submitted for the purposes of this Consent Form. It is clarified that the duly executed power of attorney previously submitted by the Confirmed Selling Shareholders pursuant to the Scheme dated March 28, 2019 will be utilised towards the Consent Forms provided by such Confirmed Selling Shareholders pursuant to the Revised Scheme, subject to there being no change in the number of Offer Shares as were previously proposed to be offered for sale.
29. If you are a non resident:
 - i. You agree that the power of attorney to be executed by you shall be / has been 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 BRLM(s), so as to enable requisite filings with the regulatory authorities in India, including 'Form FC TRS' to be filed through an authorized dealer bank with the Reserve Bank of India ("RBI"). 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. Please note that, subject to applicable law, Overseas Corporate Bodies are not allowed to participate in the IPO.

You agree and acknowledge that you may also be required to obtain an opinion, at different stages of the IPO process, addressed to the Bank and the BRLM(s), in relation to certain matters relating to yourself and your Offer Shares in a form and manner to the satisfaction of the Bank and the BRLM(s) to the IPO covering such matters as may be required, including the indicative points detailed in Annexure F.

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

Enclosure 2

Details of the Selling Shareholder, who is a body corporate

We are a _____ limited company, incorporated on _____, with our registered office at _____
_____. We are engaged in the business of _____
_____. Our PAN is _____.

The directors on our board are as follows:

1. _____; and
2. _____.

The details of our shareholders are as follows:

Sr. No	Name of the Shareholder	No. of shares of ₹ __ each	% of total holding
1.			
2.			
3.			
	Total		

Details of the Selling Shareholder, who is a trust

We are a _____, formed under the _____ (insert name of legislation), and pursuant to a deed dated _____. We are formed for the purpose of _____
_____. Our PAN No is _____.

Our trustees are:

1. _____; and
2. _____.

Details of Selling Shareholder, who is a Hindu Undivided Family

We are a Hindu Undivided Family with _____, being our karta. Our PAN No is _____.

Our coparceners are:

1. _____; and
2. _____.

Details of Selling Shareholder, who is a partnership firm

We are a partnership firm, set up on _____, pursuant to a partnership deed dated _____, with our office at _____
_____. We are engaged in the business of _____. Our PAN is _____.

The partners of our firm are as follows:

1. _____; and
2. _____.

Specimen signatures of authorised signatories:

1. _____
(name and designation)
2. _____
(name and designation)
3. _____
(name and designation)

ANNEXURE B – (A) (FOR BODY CORPORATES / NON-INDIVIDUALS)

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, _____, aged _____ years, son/daughter of _____ residing at _____ acting on behalf of _____ (as authorized pursuant to a resolution of the board of directors of _____ dated _____), with the registered office at _____, do hereby state as under:

WHEREAS:

- A. The undersigned is a shareholder of The Catholic Syrian Bank Limited ("**Bank**") a banking company incorporated under the Companies Act, 1913, having its registered office at CSB Bhavan, Post Box No. 502, St. Mary's College Road, Thrissur 680 020, Kerala, India. The undersigned currently holds _____ equity shares of ₹ 10 each, in the paid up equity capital of the Bank.
- B. The Bank is proposing an initial public offering ("**IPO**") of equity shares of face value of ₹ 10 each ("**Equity Shares**"), subject to market conditions, regulatory approvals, consents and applicable law and other relevant considerations, and in this regard the board of directors of the Bank ("**Board of Directors**") at its meeting held on March 6, 2019 has approved the IPO. The IPO may include an offer for sale of Equity Shares ("**Offer for Sale**"), if desired by the existing shareholders of the Bank, and / or a fresh issue of Equity Shares ("**Fresh Issue**"), at the discretion of the Bank in consultation with the book running lead manager(s) to the IPO ("**BRLM(s)**") .
- C. With respect to the IPO, the Bank is required to file the draft red herring prospectus ("**DRHP**"), red herring prospectus ("**RHP**"), and Prospectus ("**Prospectus**", and together with the DRHP and RHP, the "**Offer Documents**") in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**"), the Companies Act, 2013, and all other applicable laws.
- D. The undersigned is desirous of participating in the Offer for Sale and has offered _____ Equity Shares ("**Offer Shares**") held by the undersigned in the IPO subject to applicable laws and other relevant considerations, and of any other regulatory authority, if required, for cash at such premium per Equity Share in accordance with the book building process under the SEBI ICDR Regulations, and as per such terms and conditions as decided by the Bank in consultation with the Book Running Lead Manager(s) to the IPO ("**BRLM(s)**").

NOW THEREFORE, the undersigned hereby irrevocably appoints, authorizes and constitutes the Bank, as its true and lawful attorney with full authority ("**Attorney**"), to do and execute all or any acts, deeds and things, whether in India or outside India, as may be necessary, in relation to the IPO, including but not limited to, such acts, deeds and things as hereinafter mentioned:

- (1) to discuss, negotiate and finalize, settle, sign, execute and deliver or arrange the delivery of the DRHP, RHP, Prospectus, offer agreement, registrar agreement, syndicate agreement, share escrow agreement, cash escrow and sponsor bank agreement, underwriting agreement, and all other documents, deeds, agreements and instruments whatsoever in connection with the IPO, and provide such representations and warranties, confirmations, declarations, undertakings and indemnity (including tax related indemnity), as may be required, on our behalf, including, but not limited to:
- i. Confirmation that we have been duly incorporated, registered and are validly existing and are in good standing under applicable laws and no steps have been taken for our winding up, liquidation or receivership and we have the corporate power and authority to own or lease our movable and immovable properties, and to conduct our business.
 - ii. Confirmation that the Offer Shares will pass to the purchasers in the IPO, free and clear of all restrictions on transfer, liens or any other encumbrances, whatsoever.
 - iii. Confirmation that we are the legal and beneficial holder of, and hold clear and marketable title to, the Offer Shares, which have been acquired and are held by us in compliance with applicable law.
 - iv. Confirmation that the Offer Shares have been held by us for a continuous period of one year preceding the date of filing of the DRHP.
 - v. Confirmation that we have complied and will comply with the required publicity guidelines in relation to the IPO.
 - vi. Confirmation that our participation in the Offer for Sale, including the execution of the IPO related agreements, will not contravene, violate or result in a breach or default under (i) any provision of applicable law; (ii) our charter documents; (iii) any provision, obligation, condition or covenant contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or any other agreement or instrument to which we are a party or maybe bound, or to which any of our property or assets is subject, which could reasonably be expected to result in a material adverse effect on our ability to consummate the transactions in relation to the Offer for Sale or fulfil our related obligations, or (iv) any judgment, order or decree of any governmental or regulatory body, agency or court having jurisdiction over us.
 - vii. Confirmation that we do not require any approvals or consents (which may be required under the law and/or contractual arrangements by which we are bound, or our affiliates are bound) pertaining to our participation in the Offer for Sale, from any regulatory or other authority or third party.
 - viii. Undertaking to provide reasonable assistance to the Bank and the BRLM(s) in taking all steps as may be required for completion of the necessary formalities for listing and commencement of trading at the stock exchanges where the Equity Shares are sought to be listed (the "**Stock Exchanges**"), in relation to the Offer for Sale, including in respect of the dispatch of refund orders or allotment advice or communications to bidders in relation to electronic refunds. Undertaking that we shall share with the Bank, on a pro rata basis in proportion to the Equity Shares being offered by us in the Offer for Sale, any expenses with regard to refunds to unsuccessful bidders or dispatch of allotment advice by registered post or speed post. Undertaking

that we shall also share, in the proportion of Equity Shares being offered under Offer for Sale by us, such interest and any other expense with regard to interest for any delays, which will be deducted from the proceeds of the sale of Offer Shares or reimbursed by us.

- ix. Undertaking to share with the Bank and other selling shareholders, as applicable, all IPO related payments, expenses and taxes, including but not limited to fees and expenses of the BRLM(s), legal counsel, advisors or legal counsel appointed on our behalf, fees payable to the auditors, SCSB's fees, Registrar's fees, other intermediaries, advertising and marketing expenses, printing, underwriting commission, procurement commission (if any) and brokerage and selling commission, fees paid to SEBI/Stock Exchanges (excluding listing fees), depository charges and audit fees. Confirmation that such payments, expenses and applicable taxes, will be deducted from the proceeds from the sale of the Offer Shares, in proportion to the Equity Shares included in the Offer for Sale and offered by way of the Fresh Issue in the IPO. In the event, the Bank does not proceed with the Fresh Issue, subject to applicable law, other than the listing fees which will be borne by the Bank, all costs, fees and expenses with respect to the IPO will be shared amongst the selling shareholders, on a pro rata basis, in proportion to the number of Equity Shares offered for sale in the IPO.
- x. Acknowledgement that the payment of securities transaction tax in relation to the Offer for Sale is our obligation, and any deposit of such tax by the BRLM(s) is only a procedural requirement as per applicable taxation laws and that the BRLM(s) shall not derive any economic benefits from the transaction relating to the payment of securities transaction tax. Accordingly, undertaking that in the event of any future proceeding or litigation by the Indian revenue authorities against the BRLM(s) relating to payment of securities transaction tax in relation to the Offer for Sale, we shall furnish all necessary reports, documents, papers or information as may be required by the BRLM(s) and to provide independent submissions for itself or its affiliates, in any ongoing or future litigation or arbitration and/or investigation by any regulatory or supervisory authority. Undertaking that in the event of the inability of the BRLM(s) to deposit the requisite securities transaction tax, we shall undertake such steps as may be required to discharge our obligation to pay the securities transaction tax.
- xi. Agreement that we shall refund the money raised in the IPO together with any interest to the 'non-ASBA Bidders', if required to do so for any reason such as, failing to get listing permission or under any direction or order of SEBI or any other governmental or statutory authority, in the proportion of Equity Shares being offered under Offer for Sale by us. Confirmation that we shall pay requisite interest, in the proportion of Equity Shares being offered under Offer for Sale by us, if so required under the laws or direction or order of SEBI, Stock Exchanges or the Registrar of Companies.
- xii. Undertaking to assist the Bank and the BRLM(s) in expeditiously and satisfactorily attending to any complaints received in respect of the Equity Shares offered by us in the Offer for Sale portion. For this purpose, authorizing the Compliance Officer of the Bank and the Registrar to the IPO to redress complaints, if any, perform all the necessary acts, as permitted under the SEBI ICDR Regulations, in relation to the IPO. Undertaking to provide assistance to the Bank and the BRLM(s) and co-operate with them, in relation to any regulatory or other approval as may be required in relation to the IPO, including the Offer for Sale.
- xiii. Confirmation that we have complied with and undertake to comply with all applicable laws and regulations in relation to our participation in the Offer for Sale in India and in such other jurisdictions where the Equity Shares are to be offered, including without limitation, the Securities and Exchange Board of India Act, 1992, and the rules and regulations under it including the SEBI ICDR Regulations, the SEBI (Prohibition of Insider Trading) Regulations, 2015, the Securities Contracts (Regulations) Act, 1956, and the rules and regulations under it, and the Companies Act, 2013.
- xiv. Undertaking that we shall not, and shall ensure that our directors and affiliates shall not, resort to any legal proceedings in respect of any matter having a bearing on the IPO, whether directly or indirectly, except in consultation with and after receipt of a prior written approval from the BRLM(s).
- xv. Undertaking that we are not aware of and do not anticipate any legal proceeding or action by any governmental authority or any third party, that could hinder our ability to participate in the Offer for Sale or affect the rights of the purchasers of the Offer Shares.
- xvi. Undertaking that we shall, upon becoming aware of any legal proceedings that has a bearing on the Offer, immediately inform the BRLM(s) in writing of the details pertaining to the proceedings that we may initiate or may be required to defend in connection with any matter that may have a bearing on the Offer.
- xvii. Undertaking not to offer any incentive, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise to any bidder for making a bid in the IPO, and shall not make any payment, direct or indirect, in the nature of discounts, commission allowance or otherwise to any person who makes a bid in the IPO.
- xviii. Undertaking to comply with the selling restrictions contained in the underwriting agreement and the IPO documentation including overseas laws and in particular the US Securities Act of 1933, as amended.
- xix. Declaration that any information made available pursuant to the Revised Invitation, or thereafter, or to be made available to the BRLM(s) and the Bank or any statement made in the Offer Documents will be complete, accurate and updated in all respects until the commencement of trading of the Equity Shares on the Stock Exchanges and is true, fair, adequate and correct without omission and that under no circumstances shall we give any information or statement or omit to give any information or statement which is likely to mislead the BRLM(s), the Bank, the concerned regulatory authorities and/or the investors. Declaration that no information, material or otherwise, shall be left undisclosed by us which will have an impact on the judgment of the concerned regulatory authorities and/or investment decision of investors.
- xx. Agreement that the confirmations and the information provided by us, in the context of the IPO, give a fair, true and accurate description and information of ourselves, the Offer for Sale and the Offer Shares, and does not include, with regard to ourselves, the Offer for Sale and the Offer Shares, any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

- xxi. Undertaking that we will (a) provide any requisite information to the BRLM(s), including at the request of the BRLM(s), of any queries raised or reports sought, by SEBI, the RBI, the concerned Registrar of Companies ("**RoC**"), the Stock Exchanges or any other governmental or regulatory authority in relation to our statements (A) till listing of the Equity Shares pursuant to the Offer, and, (B) after listing of the Equity Shares pursuant to the Offer, pursuant to a request from SEBI, the RoC, the Stock Exchanges or any other government authority; and (b) furnish relevant documents and back-up relating to such matters or as required or reasonably requested by the BRLM(s) (including know-your-customer related documents) to enable the BRLM(s) to (i) review and verify the information and statements in the offer documents in relation to our confirmations, and (ii) file, in a timely manner, such documents, certificates and reports including, without limitation, any post- Offer documents and due diligence certificate, as may be required by SEBI, the RBI, the Stock Exchanges, the RoC and/or any other regulatory or supervisory authority, court or tribunal (inside or outside India) in respect of or in connection with the Offer.
- xxii. Confirmation that we will not offer or sell any of the Offer Shares save through the BRLM(s) in or outside of India and that we will comply with all selling restrictions set forth in the underwriting agreement and the Offer Documents. In addition, representation, warranty and agreement that we have not engaged or will not engage, in connection with the offering of the Offer Shares, in any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the US Securities Act of 1933, as amended (the "US Securities Act"), in "directed selling efforts" (as such term is defined in Regulation S under the US Securities Act) with respect to the Offer Shares and the Bank and that we have complied and will comply with the offering restrictions requirement of Regulation S under the Securities Act.
- xxiii. Confirmation that the sale of the Offer Shares has not been prompted by the provision of any information that we believe may result in the occurrence of a material adverse change.
- xxiv. Confirmation that neither us nor our affiliates have taken and nor shall not 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 Offer, including any buy-back arrangements for the purchase of Offer Shares.
- xxv. Confirmation that we shall not, without the prior written consent of the BRLM(s), during the period commencing from the date of the offer agreement and till one day after the day of allotment of the Equity Shares pursuant to the Offer (both days included) or until the Bid monies are refunded on account of, *inter alia*, non-listing or under-subscription, as applicable, directly or indirectly: (i) issue, 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 off or create any encumbrances in relation to the Offer 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 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.
- xxvi. Confirmation that we have not taken and will not take any action, directly or indirectly in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, compensation, property, gifts, benefit in kind, promise to pay or promise to give any other incentive (financial or otherwise) or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to influence official action or secure an improper advantage; and has not made any contribution, payment or gift to any candidate for public office, where the payment or gift, or the purposes of such contribution, payment or gift was, or is prohibited under applicable anti-corruption law, rule or regulation, and made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit. We have conducted our businesses in compliance with all applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to provide reasonable assurance of compliance with such laws.
- xxvii. Confirmation that our operations are and have been conducted at all times in compliance with all applicable financial record keeping and reporting requirements and all applicable anti-money laundering laws, and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving us with respect to such anti-money laundering laws is pending or, to our best knowledge, threatened.
- xxviii. Acknowledging that we have decided to participate in this IPO as selling shareholders through our own volition and the Bank or the BRLM(s) have not recommended such participation and that our participation in the IPO does not create any obligation on the Bank or the BRLM(s) to purchase any Equity Shares.
- xxix. Confirmation that neither we, nor our 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 us or our directors or promoters, which is currently pending in relation to securities law violation; (c) we have not been identified as a wilful defaulter by the RBI; and (d) we are in compliance with Companies (Significant Beneficial Ownership) Rules, 2018, as amended to the extent applicable.
- xxx. Acknowledging that post scrutiny of our Consent Form and ascertaining the eligibility of our Equity Shares, a communication, either through physical or electronic mode, will be dispatched to us by the Bank/ Registrar, confirming the number of Equity Shares accepted for participation in the Offer for Sale. Further, we 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 we 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.

- (2) to make applications to the Reserve Bank of India, SEBI, or any other regulatory or other authority as may be required in relation to the IPO;
- (3) to settle all questions, difficulties or doubts that may arise in regard to such issue or transfer of Equity Shares, in such manner as may be deemed necessary by the Attorney;
- (4) to delegate any of the authorities set out herein to any of its directors, including independent directors, officers, employees, or to third party trustees, jointly and severally, and do all such acts, deeds, matters and things as he or they may, in his or their absolute discretion, deem necessary or desirable for such purpose, including without limitation, allocation and transfer of the Equity Shares as permissible in accordance with the relevant rules;
- (5) to duly execute, sign, deliver and stamp, if necessary, all such other instruments, acts, deeds, matters and things in relation to the IPO as fully and effectually in all respects as could be done by law;
- (6) to seek and obtain a legal opinion on our behalf, in a form and manner to the satisfaction of the Bank and the BRLM(s) covering such matters as may be required, including indicative points detailed in Annexure F of the Revised Scheme, at different stages of the IPO process, addressed to the Bank and the BRLM(s) to the IPO.
- (7) to appoint such intermediaries, counsels, advisors, and other service providers, as may be required in relation to the IPO;
- (8) to give such orders or instruction to such person, without limitation for the following:
 - (i) determination of the number of Equity Shares to be offered through the Offer for Sale in the IPO, the price band and the issue price;
 - (ii) delivery to or to the account of the investor in the Equity Shares offered by the undersigned;
 - (iii) determination and distribution of consideration to be paid to the undersigned net of any deductions at source;
- (9) to give consent for the postponement, withdrawal or termination of the IPO, for any reasons, as decided by the Bank in consultation with the BRLM(s) in accordance with applicable law;
- (10) to take all decisions in relation to the size, pricing and timing for the IPO;
- (11) and generally, to do all other acts, deeds, matters and things and to exercise all powers contained herein, as the Attorney may deem fit, as the undersigned could do for facilitating or effecting the sale of the Equity Shares of the undersigned through the Offer for Sale. This power of attorney is an irrevocable power of attorney and shall continue to be valid, in effect and binding until the earlier of (i) the Equity Shares offered through the RHP are listed on the stock exchanges or until the bid monies are refunded on account of non-listing, under-subscription etc. pursuant to the IPO; (ii) the IPO is postponed withdrawn or abandoned as per the terms of the agreement to be entered into between the Bank and the BRLM(s), *provided however*, that any step or action taken prior to such revocation shall be binding on the undersigned; or (iii) our participation in the Offer for Sale is cancelled by the Bank, on account of the Equity Shares deposited by us not being eligible to be included in the Offer for Sale or otherwise, *provided however*, that any step or action taken prior to such cancellation shall be binding on the undersigned.

AND THE UNDERSIGNED, _____ hereby undertake to ratify and confirm all lawful acts and things done by the said Attorney pursuant to the powers hereinbefore contained.

IN WITNESS whereof the undersigned has hereunto set its hand as of _____ day of _____, _ at _____.

SIGNED AND DELIVERED BY _____ FOR AND ON BEHALF OF THE UNDERSIGNED IN THE PRESENCE OF:

Signature : _____

Name : _____

Designation : _____

Place : _____

THE COMMON SEAL of _____, has, pursuant to the Resolution of its Board of Directors passed in that behalf on _____, hereunto been affixed.

Witness

Signature : _____

Name : _____

Address : _____

BEFORE ME

NOTARY PUBLIC

ANNEXURE B – (B) (FOR INDIVIDUALS)

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I/we, _____, aged _____ years, son/daughter of _____ residing at _____, and _____, aged _____ years, son/daughter of _____ residing at _____, do hereby state as under:

WHEREAS:

- A. The undersigned is/are shareholder(s) of The Catholic Syrian Bank Limited ("**Bank**") a banking company incorporated under the Companies Act, 1913, having its registered office at CSB Bhavan, Post Box No. 502, St. Mary's College Road, Thrissur 680 020, Kerala, India. The undersigned currently holds _____ equity shares of ₹ 10 each, in the paid up equity capital of the Bank.
- B. The Bank is proposing an initial public offering ("**IPO**") of equity shares of face value of ₹ 10 each ("**Equity Shares**"), subject to market conditions, regulatory approvals, consents and applicable law and other relevant considerations, and in this regard the board of directors of the Bank ("**Board of Directors**") at its meeting held on March 6, 2019, has approved the IPO. The IPO may include an offer for sale of Equity Shares ("**Offer for Sale**"), if desired by the existing shareholders of the Bank, and / or a fresh issue of Equity Shares, at the sole discretion of the Bank ("**Fresh Issue**").
- C. With respect to the IPO, the Bank is required to file the draft red herring prospectus ("**DRHP**"), red herring prospectus ("**RHP**"), and Prospectus ("**Prospectus**"), and together with the DRHP and RHP, the "**Offer Documents**" in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**"), the Companies Act, 2013, and all other applicable law.
- D. The undersigned is/are desirous of participating in the Offer for Sale and has offered _____ Equity Shares ("**Offer Shares**") held by the undersigned in the IPO subject to applicable law and other relevant considerations, and of any other regulatory authority, if required, for cash at such premium per Equity Share in accordance with the book building process under the SEBI ICDR Regulations, and as per such terms and conditions as decided by the Bank in consultation with the Book Running Lead Manager(s) to the IPO ("**BRLM(s)**").

NOW THEREFORE, the undersigned hereby irrevocably appoints, authorizes and constitutes the Bank, as his/their true and lawful attorney with full authority ("**Attorney**"), to do and execute all or any acts, deeds and things, whether in India or outside India, as may be necessary, in relation to the IPO, including but not limited to, such acts, deeds and things as hereinafter mentioned:

- (1) to discuss, negotiate and finalize, settle, sign, execute and deliver or arrange the delivery of the DRHP, RHP, Prospectus, offer agreement, registrar agreement, syndicate agreement, share escrow agreement, cash escrow and sponsor bank agreement, underwriting agreement, and all other documents, deeds, agreements and instruments whatsoever in connection with the IPO, and provide such representations and warranties, confirmations, declarations, undertakings and indemnity (including tax related indemnity), as may be required on our behalf, including, but not limited to:
- i. Confirmation that the Offer Shares will pass to the purchasers in the IPO, free and clear of all restrictions on transfer, liens or any other encumbrances, whatsoever.
 - ii. Confirmation that I am/ we are the legal and beneficial holder of, and hold clear and marketable title to, the Offer Shares, which have been acquired and are held by me/ us in compliance with applicable law.
 - iii. Confirmation that the Offer Shares have been held by me/us for a continuous period of one year preceding the date of filing of the DRHP.
 - iv. Confirmation that I/we have complied with and will comply with the required publicity guidelines in relation to the IPO.
 - v. Confirmation that my/our participation in the Offer for Sale, including the execution of the IPO related agreements, will not contravene, violate or result in a breach or default under (i) any provision of applicable law; (ii) any provision, obligation, condition or covenant contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or any other agreement or instrument to which I am/we are a party or maybe bound, or to which any of my/our property or assets is subject, which could reasonably be expected to result in a material adverse effect on my/our ability to consummate the transactions in relation to the Offer for Sale or fulfil my/our related obligations, or (iii) any judgment, order or decree of any governmental or regulatory body, agency or court having jurisdiction over me/us.
 - vi. Confirmation that I/we do not require any approvals or consents (which may be required under the law and/or contractual arrangements by which I am/we are bound) pertaining to my/our participation in the Offer for Sale, from any regulatory or other authority or third party
 - vii. Undertaking to provide reasonable assistance to the Bank and the BRLM(s) in the taking of all steps as may be required for completion of the necessary formalities for listing and commencement of trading at the stock exchanges where the Equity Shares are sought to be listed (the "**Stock Exchanges**"), in relation to the Offer for Sale, including in respect of the dispatch of refund orders or allotment advice or communications to bidders in relation to electronic refunds. Undertaking that I/we shall share with the Bank, on a pro rata basis in proportion to the Equity Shares being offered by me/us in the Offer for Sale, for any expenses with regard to refunds to unsuccessful bidders or dispatch of allotment advice by registered post or speed post. Undertaking that I/we shall also share, in the proportion of Equity Shares being offered under Offer for Sale by me/us, such interest and any other expense with regard to interest for any delays, which will be deducted from the proceeds of the sale of Offer Shares or reimbursed by me/us.

- viii. Undertaking to share with the Bank and the other selling shareholders, as applicable, all IPO related payments, expenses and taxes, including but not limited to fees and expenses of the BRLM(s), legal counsel, advisors or legal counsel appointed on my/our behalf, fees payable to the auditors, SCSB's fees, Registrar's fees, other intermediaries, advertising and marketing expenses, printing, underwriting commission, procurement commission (if any) and brokerage and selling commission, fees paid to SEBI/Stock Exchanges (excluding listing fees), depository charges and audit fees. Confirmation that such payments, expenses and applicable taxes, will be deducted from the proceeds from the sale of the Offer Shares, in proportion to the Equity Shares offered for sale and offered by way of the Fresh Issue in the IPO. In the event, the Bank does not proceed with the Fresh Issue, subject to applicable law, other than the listing fees which will be borne by the Bank, all costs, fees and expenses with respect to the IPO will be shared amongst the selling shareholders, on a pro rata basis, in proportion to the number of Equity Shares offered for sale in the IPO.
- ix. Acknowledgement that the payment of securities transaction tax in relation to the Offer for Sale is my/our obligation, and any deposit of such tax by the BRLM(s) is only a procedural requirement as per applicable taxation laws and that the BRLM(s) shall not derive any economic benefits from the transaction relating to the payment of securities transaction tax. Accordingly, undertaking that in the event of any future proceeding or litigation by the Indian revenue authorities against the BRLM(s) relating to payment of securities transaction tax in relation to the Offer for Sale, I/we shall furnish all necessary reports, documents, papers or information as may be required by the BRLM(s) to provide independent submissions for itself or its affiliates, in any ongoing or future litigation or arbitration and/or investigation by any regulatory or supervisory authority. Undertaking that in the event of the inability of the BRLM(s) to deposit the requisite securities transaction tax, we shall undertake such steps as may be required to discharge our obligation to pay the securities transaction tax.
- x. Agreement that I/we shall refund the money raised in the IPO together with any interest to the 'non-ASBA Bidders', if required to do so for any reason such as, failing to get listing permission or under any direction or order of SEBI or any other governmental or statutory authority, in the proportion of Equity Shares being offered under Offer for Sale by us. Undertaking that I/we shall pay requisite interest, in the proportion of Equity Shares being offered under Offer for Sale by me/us, if so required under the laws or direction or order of SEBI, Stock Exchanges or the Registrar of Companies.
- xi. Undertaking to assist the Bank and the BRLM(s) in expeditiously and satisfactorily attending to any complaints received in respect of the Equity Shares offered by me/us in the Offer for Sale portion. For this purpose, I/we also hereby authorize the Compliance Officer of the Bank and the Registrar to the IPO to redress complaints, if any, perform all the necessary acts, as permitted under the SEBI ICDR Regulations, in relation to the IPO. Undertaking to provide assistance to the Bank and the BRLM(s) and co-operate with them, in relation to any regulatory or other approval as may be required in relation to the IPO, including the Offer for Sale.
- xii. Confirmation that I/we have complied with and undertake to comply with all applicable laws and regulations in relation to me/our participation in the Offer for Sale in India and in such other jurisdictions where the Equity Shares are to be offered, including without limitation, the Securities and Exchange Board of India Act, 1992, and the rules and regulations under it including the SEBI ICDR Regulations, the SEBI (Prohibition of Insider Trading) Regulations, 2015, the Securities Contracts (Regulations) Act, 1956, and the rules and regulations under it, the Companies Act, 2013.
- xiii. Undertaking that I/we shall not resort to any legal proceedings in respect of any matter having a bearing on the IPO, whether directly or indirectly, except in consultation with and after receipt of a prior written approval from the BRLM(s).
- xiv. Undertaking that I am/ we are not aware of and do not anticipate any legal proceeding or action by any governmental authority or any third party, that could hinder my/ our ability to participate in the Offer for Sale or affect the rights of the purchasers of the Offer Shares.
- xv. Undertaking that I/ we shall, upon becoming aware of any legal proceedings that has a bearing on the Offer, immediately inform the BRLM(s) in writing of the details pertaining to the proceedings that I/ we may initiate or may be required to defend in connection with any matter that may have a bearing on the Offer.
- xvi. Undertaking not to offer any incentive, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise to any bidder for making a bid in the IPO, and shall not make any payment, direct or indirect, in the nature of discounts, commission allowance or otherwise to any person who makes a bid in the IPO.
- xvii. Undertaking to comply with the selling restrictions contained in the underwriting agreement and the IPO documentation including overseas laws and in particular the US Securities Act of 1933, as amended.
- xviii. Declaration that any information made available pursuant to the Revised Invitation, or thereafter, or to be made available to the BRLM(s) and the Bank or any statement made in the Offer Documents will be complete, accurate and updated in all respects until the commencement of trading of the Equity Shares on the Stock Exchanges and is true, fair, adequate and correct without omission and that under no circumstances shall I/we give any information or statement or omit to give any information or statement which is likely to mislead the BRLM(s), the Bank, the concerned regulatory authorities and/or the investors. Declaration that no information, material or otherwise, shall be left undisclosed by me/us which will have an impact on the judgment of the concerned regulatory authorities and/or investment decision of the investors.
- xix. Confirmation that I/we will not offer or sell any of the Offer Shares save through the BRLM(s) in or outside of India and that I/we will comply with all selling restrictions set forth in the underwriting agreement and the Offer Documents. In addition, I hereby represent, warrant and undertake that I have not engaged or will not engage, in connection with the offering of the Offer Shares, in any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the US Securities Act of 1933, as amended (the "US Securities Act"), in "directed selling efforts" (as such term is defined in Regulation S under the US Securities Act) with respect to the Offer Shares and the Bank and that I/we have complied and will comply with the offering

restrictions requirement of Regulation S under the Securities Act.

- xx. Agreement that the confirmations and the information provided by me/us, in the context of the IPO, give a fair, true and accurate description and information of ourselves, the Offer for Sale and the Offer Shares, and does not include, with regard to ourselves, the Offer for Sale and the Offer Shares, any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.
- xxi. Undertaking that I/ we will (a) provide any requisite information to the BRLM(s), including at the request of the BRLM(s), of any queries raised or reports sought, by SEBI, the RBI, the RoC, the Stock Exchanges or any other governmental or regulatory authority in relation to our statements (A) till listing of the Equity Shares pursuant to the Offer, and, (B) after listing of the Equity Shares pursuant to the Offer, pursuant to a request from SEBI, the RoC, the Stock Exchanges or any other government authority; and (b) furnish relevant documents and back-up relating to such matters or as required or reasonably requested by the BRLM(s) (including know-your-customer related documents) to enable the BRLM(s) to (i) review and verify the information and statements in the offer documents in relation to our confirmations, and (ii) file, in a timely manner, such documents, certificates and reports including, without limitation, any post- Offer documents and due diligence certificate, as may be required by SEBI, the RBI, the Stock Exchanges, the RoC and/or any other regulatory or supervisory authority, court or tribunal (inside or outside India) in respect of or in connection with the Offer.
- xxii. Confirmation that the sale of the Offer Shares has not been prompted by the provision of any information that I/we believe may result in the occurrence of a material adverse change.
- xxiii. Confirmation that neither I/we nor my/ our affiliates have taken and nor shall not 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 Offer, including any buy-back arrangements for the purchase of Offer Shares.
- xxiv. Confirmation that I/ we shall not, without the prior written consent of the BRLM(s), during the period commencing from the date of the offer agreement and till one day after the day of allotment of the Equity Shares pursuant to the Offer (both days included) or until the Bid monies are refunded on account of, *inter alia*, non-listing or under-subscription, as applicable, directly or indirectly: (i) issue, 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 off or create any encumbrances in relation to the Offer 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 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.
- xxv. Confirmation that I/ we have not taken and will not take any action, directly or indirectly in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, compensation, property, gifts, benefit in kind, promise to pay or promise to give any other incentive (financial or otherwise) or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to influence official action or secure an improper advantage; and has not made any contribution, payment or gift to any candidate for public office, where the payment or gift, or the purposes of such contribution, payment or gift was, or is prohibited under applicable anti-corruption law, rule or regulation, and made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit. I/ we have conducted our businesses in compliance with all applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to provide reasonable assurance of compliance with such laws.
- xxvi. Confirmation that my/ our operations are and have been conducted at all times in compliance with all applicable financial record keeping and reporting requirements and all applicable anti-money laundering laws, and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving us with respect to such anti-money laundering laws is pending or, to my/ our best knowledge, threatened.
- xxvii. Acknowledgement that I/we have decided to participate in this IPO as selling shareholders through our own volition and the Bank or the BRLM(s) have not recommended such participation and that our participation in the Offer does not create any obligation on the Bank or the BRLM(s) to purchase any Equity Shares;
- xxviii. Confirmation that I/we, 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 or any securities market regulator in any other jurisdiction or any other authority/court; (b) no action or investigation has been initiated either against me/us or our directors or promoters, which is currently pending in relation to securities law violation; (c) I/we have not been identified as a wilful defaulter by the RBI; and (d) I/we are in compliance with Companies (Significant Beneficial Ownership) Rules, 2018, as amended to the extent applicable.
- xxix. Acknowledging that post scrutiny of my/ our Consent Form and ascertaining the eligibility of my/ our Equity Shares, a communication, either through physical or electronic mode, will be dispatched to me/ us by the Bank/ Registrar, confirming the number of Equity Shares accepted for participation in the Offer for Sale. Further, I/ we 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 I/ we 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.

- (2) to make applications to the Reserve Bank of India, SEBI or any other regulatory or other authority as may be required in relation to the IPO;
- (3) to settle all questions, difficulties or doubts that may arise in regard to such issue or transfer of Equity Shares, including transfer of Equity Shares from one escrow account to another, in such manner as may be deemed necessary by the Attorney;
- (4) to delegate any of the authorities set out herein to any of its directors, including independent directors, officers, employees or to third party trustees, jointly and severally, and do all such acts, deeds, matters and things as he or they may, in his or their absolute discretion, deem necessary or desirable for such purpose, including without limitation, allocation and transfer of the Equity Shares as permissible in accordance with the relevant rules;
- (5) to duly execute, sign, deliver and stamp, if necessary, all such other instruments, acts, deeds, matters and things in relation to the IPO as fully and effectually in all respects as could be done by law;
- (6) to seek and obtain a legal opinion on my / our behalf, in a form and manner to the satisfaction of the Bank and the BRLM(s) covering such matters as may be required, including indicative points detailed in Annexure F of the Revised Scheme, at different stages of the IPO process, addressed to the Bank and the BRLM(s) to the IPO.
- (7) to appoint such intermediaries, counsel, advisors, and other service providers, as may be required in relation to the IPO;
- (8) to give such orders or instruction to such person, without limitation for the following:
 - (i) determination of the number of Equity Shares to be offered through the Offer for Sale in the IPO, the price band and the issue price;
 - (ii) delivery to or to the account of the investor in the Equity Shares offered by the undersigned;
 - (iii) determination and distribution of consideration to be paid to the undersigned net of any deductions at source;
- (9) to give consent for the postponement, withdrawal or termination of the IPO, for any reasons, as decided by the Bank in consultation with the BRLM(s) in accordance with applicable law;
- (10) to take all decisions in relation to the size, pricing and timing for the IPO;
- (11) and generally, to do all other acts, deeds, matters and things and to exercise all powers contained herein, as the Attorney may deem fit, as the undersigned could do for facilitating or effecting the sale of the equity shares of the undersigned through the Offer for Sale.

This power of attorney is an irrevocable power of attorney and shall continue to be valid, in effect and binding until the earlier of (i) the Equity Shares offered through the RHP are listed on the stock exchanges or until the bid monies are refunded on account of non-listing, under-subscription etc. pursuant to the IPO; or (ii) the IPO is postponed withdrawn or abandoned as per the terms of the agreement to be entered into between the Bank, and the book running lead manager(s), *provided however*, that any step or action taken prior to such revocation shall be binding on the undersigned; or (iii) my/our participation in the Offer for Sale is cancelled by the Bank, on account of the Equity Shares deposited by me not being eligible to be included in the Offer for Sale or otherwise, *provided however*, that any step or action taken prior to such cancellation shall be binding on the undersigned.

AND THE UNDERSIGNED, _____ and _____ hereby undertakes to ratify and confirm all lawful acts and things done by the said Attorney pursuant to the powers hereinbefore contained.

IN WITNESS whereof the undersigned has hereunto set its hand as of _____ day of _____, _ at _____.

SIGNED AND DELIVERED BY THE UNDERSIGNED _____ IN THE PRESENCE OF:

Signature : _____

Name : _____

Place : _____

Witness

Signature : _____

Name : _____

Address : _____

BEFORE ME

NOTARY PUBLIC

ANNEXURE C

Checklist of documents and steps required for your participation in the Offer for Sale

If you are a body corporate/ non-individual

On or prior to June 25, 2019 by 5:30 p.m.

1. Submit a duly filled up Consent Form, with the following enclosures:
 - Details of your incorporation, board of directors and shareholding, strictly in the format annexed as Enclosure 2 to the Consent Form
 - Certified true copy of your board resolution authorizing you to participate in the Offer for Sale.
2. If you are not a Confirmed Selling Shareholder, submit a duly executed power of attorney strictly in the format annexed as Annexure B (a).
 - Ensure that the power of attorney is duly stamped for adequate value, notarized by a public notary and your common seal is affixed. If you are a non resident also ensure that the power of attorney is duly authenticated, *inter alia*, by an Indian consul, vice-consul, or representative of the Government of India, as applicable.
 - If you are a non resident wishing to avail the benefits of the double taxation avoidance agreement, where applicable, and holding a valid PAN, you should also enclose the following documents:
 - (a) tax residency certificate;
 - (b) Form 10F;
 - (c) declaration/proof relating to the cost of acquisition
3. Deposit your Offer Shares in the Special Depository Accounts. Ensure that the deposit is in OFF MARKET MODE.
4. Please deposit your dematerialized Offer Shares into the following share escrow account:

NAME OF THE DEPOSITORY PARTICIPANT	VENTURA SECURITIES LTD.
DP ID	IN303116
CLIENT ID	12898405
ACCOUNT NAME	LIPL CSB OFS ESCROW DEMAT ACCOUNT
DEPOSITORY	National Securities Depository Limited ("NSDL")
MODE OF INSTRUCTION	OFF MARKET

Note: Shareholders having their beneficiary account with Central Depository Services Limited ("CDSL") must use the inter-depository delivery instruction slip for the purpose of depositing their equity shares of the Bank in favour of the OFS Escrow Demat Account.

5. 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 Equity Shares to the Special Depository Accounts.
6. Ensure that deposit to Special Depository Accounts is completed and the above documents are submitted to the Registrar, at the address mentioned in Section C of the Revised Scheme, on or prior to June 25, 2019 by 5:30 p.m.

If you are an individual

On or prior to June 25, 2019 by 5:30 p.m.

1. Submit a duly filled up Consent Form
2. If you are not a Confirmed Selling Shareholder, submit a duly executed power of attorney strictly in the format annexed as Annexure B (b).
 - Ensure that the power of attorney is duly stamped for adequate value, notarized by a public notary and your common seal is affixed. If you are a non resident also ensure that the power of attorney is duly authenticated, *inter alia*, by an Indian consul, vice-consul, or representative of the Government of India, as applicable.

- If you are a non resident Indian, 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.
- If you are a non resident wishing to avail the benefits of the double taxation avoidance agreement, where applicable, and holding a valid PAN, you should also enclose the following documents:

- (a) tax residency certificate;
- (b) Form 10F;
- (c) declaration/proof relating to the cost of acquisition

3. Deposit your Offer Shares in the Special Depository Accounts. Ensure that the deposit is in OFF MARKET MODE.

4. Please deposit your dematerialized Offer Shares into the following share escrow account:

NAME OF THE DEPOSITORY PARTICIPANT	VENTURA SECURITIES LTD.
DP ID	IN303116
CLIENT ID	12898405
ACCOUNT NAME	LIPL CSB OFS ESCROW DEMAT ACCOUNT
DEPOSITORY	National Securities Depository Limited ("NSDL")
MODE OF INSTRUCTION	OFF MARKET

Note: Shareholders having their beneficiary account with Central Depository Services Limited ("CDSL") must use the inter-depository delivery instruction slip for the purpose of depositing their equity shares of the Bank in favour of the OFS Escrow Demat Account.

5. 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 Equity Shares to the Special Depository Accounts.
6. Ensure that the deposit to Special Depository Accounts is completed and the above documents are submitted to the Registrar, at the address mentioned in Section C of the Revised Scheme, on or before June 25, 2019 by 5:30 p.m.

Note: In addition to the above, the Bank may also seek and/or obtain a legal opinion, on your behalf, in its capacity as the recipient of your power of attorney, in a form and manner to the satisfaction of the Bank and the BRLM(s) covering such matters, as may be required, including the indicative points detailed in Annexure F, at different stages of the IPO process, addressed to the Bank and the BRLM(s) in relation to certain matters relating to yourself and your Offer Shares.

Please note that, subject to receipt of the Consent Form and all ancillary documentation, including the duly executed and stamped power of attorney on or before June 25, 2019 by 5:30 p.m., the last date for depositing the Offer Shares in the Special Depository Account may be extended from June 25, 2019 to such date which shall not be later than the date of filing of the DRHP, subject to the approval and discretion of the IPO Committee.

Further, subject to the deposit of Offer Shares in the Special Depository Account on or before June 25, 2019 by 5:30 p.m., the last date for receipt of Consent Form and all ancillary documentation, including the duly executed and adequately stamped power of attorney may be extended from June 25, 2019 to such date, which shall not be later than the date of filing of DRHP, subject to the approval and discretion of the IPO Committee.

In addition to the above, shareholders from whom any incomplete or deficient Consent Forms and / or any ancillary documentation is received on or before June 25, 2019 by 5:30 p.m., may be given an opportunity to rectify such deficiencies till such date which shall not be later than the date of filing of the DRHP, subject to the approval and discretion of the IPO Committee.

Please note that, as regards the Confirmed Selling Shareholders, all the documents, as mentioned above, would be required to re-submitted, except for the duly executed power of attorney. It is clarified that the duly executed power of attorney previously provided by the Confirmed Selling Shareholders pursuant to the Scheme dated March 28, 2019 will be utilised towards the Consent Forms provided by such Confirmed Selling Shareholders pursuant to the Revised Scheme subject to there being no change in the number of Offer Shares as were previously proposed to be offered for sale pursuant to the Scheme, and by submitting a Consent Form under the Revised Scheme, such Confirmed Selling Shareholder is deemed to have affirmed such usage.

ANNEXURE D

Frequently Asked Questions

Set out below are certain 'Frequently Asked Questions' (FAQs) and our responses, in relation to your participation in the Offer for Sale. These FAQs and the responses are only for your ease of reference and are qualified entirely by the terms and conditions set out elsewhere in this letter, including the Consent Form in Annexure A, the checklist of documents and steps in Annexure C, and the scheme for your participation in the Offer for Sale in Annexure E. Specifically, any response to an FAQ set out below should not be construed as an advice or recommendation from the Bank on any matter, including in relation to participation in the Offer for Sale, and you should assess your ability to participate in the Offer for Sale on your own and independently obtain such legal, tax or regulatory advice as may be required prior to consenting to participate in the Offer for Sale. Capitalized terms used herein and not defined shall have the meaning ascribed to them elsewhere in the letter, including the scheme in Annexure E.

How many Equity Shares can I propose for sale in the Offer for Sale?

You may propose for sale in the Offer for Sale, either all or part of the Equity Shares held by you, subject to satisfaction of eligibility and other conditions set out in the letter. One of the key conditions of your eligibility to sell Equity Shares in Offer for Sale is that you should have held the Equity Shares proposed for sale, for a continuous period of one year prior to the filing of the DRHP.

What is the date on which the eligibility of my Equity Shares is ascertained? Should I have completed one year as of June 25, 2019?

The one year period of continuous holding will be ascertained as on the date of filing of the DRHP with SEBI and not from the last date for submission of the Consent Form, *i.e.* June 25, 2019. While you need to submit your consent to participate in the Offer for Sale and indicate the number of Equity Shares you wish to sell by June 25, 2019, you need not have completed the one year continuous period of holding as on June 25, 2019.

What is the lock-in provision post IPO? Does it apply to me?

Under the SEBI ICDR Regulations, any Equity Shares held by you that are not sold pursuant to the Offer for Sale, will be locked in from transfer for a period of one year from the date of allotment in the IPO. However, this restriction would not apply to you if you acquired the Equity Shares as an employee of the Bank pursuant to an employee stock option or employee purchase scheme of the Bank prior to the IPO or if, subject to certain restrictions, you are a venture capital fund, an alternative investment fund of category I or category II or a foreign venture capital investor. Thus, unless you are covered under one of these exempted categories or are specifically exempted by SEBI, your Equity Shares that are not sold in the IPO through the Offer for Sale, shall be locked in for one year from the date of allotment in the IPO.

Is it necessary to have the Equity Shares in Demat form?

Yes, the Equity Shares proposed to be sold by you in the Offer for Sale need to be in demat form. Accordingly, please ensure that the Equity Shares proposed to be sold by you in the Offer for Sale are in demat form prior to deposit of such Equity Shares in the 'Special Depository Accounts' maintained with the Registrar.

How can I demat my Equity Shares?

In case the Equity Shares held by you are not already in demat form, you can contact your nearest depository participant to commence the dematerialization process of your Equity Shares.

What will be the sale price for my shares?

You will receive the same sale price as the issue price for the IPO, net of proportionate expenses and applicable taxes, and discount to eligible category of IPO investors, if any. The IPO price shall be discovered through the book building process prescribed under the SEBI ICDR Regulations. Under the book building process, investors are invited to bid for Equity Shares at various prices within the price band, to be decided by the Bank in consultation with the BRLM(s). On the basis of the bids received, the demand is assessed and the price is discovered. Thereafter, Equity Shares will be offered at the discovered price, *i.e.* the IPO price, as determined by your Bank in consultation with the BRLM(s). The IPO proceeds shall be retained in a 'public offer account' until finalisation of expenses, and balance amount will be transferred to you after all payments towards expenses are made. Further, the Bank, may consider to offer a discount on the IPO price to certain eligible category of investors in accordance with the SEBI ICDR Regulations.

What expenses would I have to bear?

The IPO expenses will be shared amongst the selling shareholders, in proportion to the number of Equity Shares offered by each of the selling shareholders in the IPO. Furthermore, in the event of a Fresh Issue, the IPO expenses (excluding listing fees) will be required to be shared between the Bank and the selling shareholders in the IPO, in proportion to the number of Equity Shares offered by the Bank in the Fresh Issue and each of the selling shareholders in the Offer for Sale. Accordingly, your proportion of the expenses shall be deducted from the proceeds of the Offer for Sale, prior to being disbursed to you. The IPO related expenses would broadly include fees and expenses of the book running lead manager(s), legal counsel, advisors or legal counsel appointed on your behalf, other intermediaries, advertising and marketing expenses in relation to IPO, printing, underwriting commission, procurement commission (if any) and brokerage and selling commission, fees paid to SEBI/Stock Exchanges, depository charges and audit fees. The Bank will maintain separate account for the Offer for Sale expenses. The same shall be duly verified by the auditors of the Bank or a chartered accountant and copy of the statement along with your proportionate

statement shall be provided to you post completion of IPO.

Will I be taxed on the sale pursuant to the Offer for Sale?

Under the currently prevailing laws governing taxation of shares in India, the gains arising on sale of shares are taxable. The applicable securities transaction tax on the sale of your Equity Shares in the Offer for Sale, would be deducted prior to the disbursement of proceeds to you. In case of non-resident shareholders, income tax on capital gains may also apply which will be deducted before remitting the proceeds to such shareholders. Also, tax residents outside of India (including the United States) may be subject to capital gains and other tax liabilities in addition to those applicable in India. Please refer to Para. (B) 17 of Annexure E for a more detailed discussion on extant tax laws that may be applicable to your sale.

Where should I deposit my Consent Form and what is the deadline for submission?

You should ensure that the duly completed Consent Form reaches the Registrar, M/s. Link Intime India Private Limited, no later than 5:30 p.m. on June 25, 2019, at the following address:

Link Intime India Private Limited

Unit : CSB - OFS

C-101, 247 Park, L.B.S Marg, Vikhroli (W), Mumbai 400083

Tel. : +91 22 4918 6200 • Fax : +91 22 4918 6195

Email : catholicsyrian ofs@linkintime.co.in

Contact Person : Mr. Sumeet Deshpande

Neither your Bank nor the Registrar would be responsible for any loss or damage in transit. You should mail the Consent Form, along with the relevant enclosures, well in advance so that the same reaches the Registrar on or before June 25, 2019. Consent Form received after the said date would not be considered for the Offer for Sale.

Please note that, if you are not a Confirmed Selling Shareholder, the duly executed and notarised power of attorney should form part of the enclosures submitted by you along with the Consent Form. Please note that in the event the power of attorney is deemed to be inadequately stamped or improperly executed the Bank reserves the right to reject your consent form.

Please also note that the Bank and the Registrar may call for such additional documents or information as may be required in relation your participation in the Offer for Sale process or in relation to the Offer for Sale, the deposit, holding and transfer of Equity Shares pursuant to the Offer for Sale. Failure to provide any such documents within the timelines indicated for submission of such documents could lead to the rejection of any Consent Form and non-inclusion of any Equity Shares offered pursuant to such Consent Form.

Who is a Confirmed Selling Shareholder?

A shareholder who consented to participate in the Offer for Sale pursuant to the Invitation and the Scheme dated March 28, 2019, and received a confirmation from the Bank, and proposes to offer the same number of Equity Shares as were previously indicated in their Consent Forms under the Scheme dated March 28, 2019.

A Confirmed Selling Shareholder is required to re-submit all the documents as mentioned in Annexure C of the Revised Invitation, except for the duly executed power of attorney, subject to there being no change in the number of Offer Shares as were previously proposed to be offered for sale pursuant to the Scheme. Further, by submitting a Consent Form under the Revised Scheme, such Confirmed Selling Shareholder is deemed to have affirmed to such usage of the duly executed power of attorney that was previously submitted.

Will I receive a confirmation for the acceptance of my shares?

Yes, post scrutiny of your Consent Form and ascertaining of the eligibility of your Equity Shares, a communication, either through physical or electronic mode, will be dispatched to the relevant shareholders by the Bank or the Registrar, on or prior to the date of filing of the DRHP, confirming the number of Equity Shares accepted for participation in the Offer for Sale. The dispatch of such communication from the Bank/ Registrar shall be deemed a valid, binding and irrevocable contract for you to participate in the Offer for Sale, and you will not have the right to change the number of or withdraw Offer Shares proposed for sale or included in the Offer for Sale, without the prior consent of the Bank.

At the sole discretion of the Bank, any incomplete or deficient Consent Form may be rejected after June 25, 2019, and a communication in this regard will be dispatched, either through physical or electronic mode, to the relevant shareholders by the Bank or the Registrar, on or prior to the date of filing of the DRHP, along with the reason(s) for rejection.

Will I have to transfer my shares to an escrow account? When?

Yes, you will be required to deposit the accepted Equity Shares in the escrow accounts opened by the Registrar – the 'Special Depository Accounts' and such deposit will need to be completed on, or prior to, June 25, 2019 by 5:30 p.m.

Please note that, subject to receipt of the Consent Form and all ancillary documentation, including the duly executed and stamped power of attorney on or before June 25, 2019 by 5:30 p.m., the last date for depositing the Offer Shares in the Special Depository Account may be extended from June 25, 2019 to such date which shall not be later than the date of filing of the DRHP, subject to the approval and discretion of the IPO Committee.

Why will I be required to provide additional documents?

In addition to submission of the Consent Form and the power of attorney, certain additional documents, as set out in Annexure C, are required to be provided. Please note that these documents are being sought on account of legal requirements and / or standards adopted by regulatory authorities in transactions of a similar nature.

Please note that a failure to provide any of these documents could lead to the rejection of your Consent Form and the decision of the Bank in this regard shall be final. Please also note that additional documents may be sought from you in the event of any additional regulatory requirements or pursuant to any observations made by, or comments received from, regulatory authorities.

For a detailed checklist of documents and steps required for your participation in the Offer for Sale, please refer to Annexure C.

What are the Special Depository Accounts?

The Special Depository Accounts are one or more demat accounts opened by the Registrar, where it shall hold the Equity Shares in trust for you, until they are sold in the IPO or are otherwise returned to you. Details of such Special Depository Account, are set out in Annexure C. The Registrar and your Bank shall enter into an agreement such that the special depository accounts can only be operated as per the instructions of your Bank. During the period when your Equity Shares are held in the Special Depository Accounts, all rights in respect of such Equity Shares, including dividend and voting rights, shall continue to accrue to you. The Equity Shares held by the Registrar during this deposit period would be entitled to receive dividend, and any other corporate benefits announced by your Bank, and the same shall be distributed to you by the Registrar.

How and when will I get the proceeds of sales of shares I sell after the IPO/OFS has been completed?

The IPO proceeds, including the proportion of the Offer for Sale Proceeds, would lay in the IPO selling shareholder escrow account(s), post the receipt of listing and trading approvals from the Stock Exchanges. Thereafter, the Bank will calculate the actual issue expenses, STT and tax withholding and arrive at the net Offer For Sale proceeds which will be payable to the Selling Shareholders.

Can I offer my Equity Shares in the Offer for Sale and also invest in the IPO?

In case you offer your Equity Shares in the Offer for Sale, you cannot participate in the IPO under any category of investors.

What are the grounds for rejection of my consent form?

Your Consent Form, although initially accepted, may be rejected on or prior to filing the DRHP with SEBI, at the sole and absolute discretion of the Bank, for any reason, including but not limited to:

1. If the Equity Shares being offered by you in the Offer for Sale have not been held by you continuously for a period of at least one year prior to filing of the DRHP with SEBI; or
2. Submission of deficient or incomplete Consent Form, including the relevant enclosures; or
3. If the Equity Shares being offered by you in the Offer for Sale do not form part of the issued and paid-up capital of the Bank as on the record date for the Revised Scheme, or are the subject matter of a dispute, whether or not of a legal nature, including in relation to the title to such Equity Shares; or
4. If you are not the legal and beneficial holder of the Equity Shares being offered by you by way of the Offer for Sale, and you do not hold a clear and marketable title to the them; or
5. If the Equity Shares being offered by you by way of the Offer for Sale are not free from pre-emptive rights, options, warrant, put, call, right of first refusal, commitment of sale, right to acquire or subscribe or other right to acquire or purchase any such Offer Shares, lien, trust, charges, pledges and encumbrances of any kind whatsoever; or
6. In case you, or 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
7. In case any action or investigation has been initiated against you, which is currently pending, in relation to securities law violation; or
8. In case you have been identified as wilful defaulters by the RBI; or
9. In case you are a "fugitive economic offender" under Section 12 of the Fugitive Economic Offenders Act, 2018; or
10. In case you are not compliance with Companies (Significant Beneficial Ownership) Rules, 2018, to the extent applicable; or
11. In case no corresponding record is available with the Depositories that matches the DP ID, the Client ID and the PAN; or
12. If approvals required in relation to acquisition and/or transfer of Equity Shares offered by you from any regulatory authorities are not provided; or
13. Failure to provide a copy of your consent form and acknowledgement slip and failure to mention your Permanent Account Number, Depository Participant Identification and Client Identification on each enclosure at the time of submission of physical copies of documents with the Registrar; or
14. Failure to submit, within the timelines indicated or at all, the Power of Attorney and other documents as per the checklist of documents mentioned in Annexure C or any additional documents or information required in relation the participation by a shareholder in the Offer for Sale process or in relation to the Offer for Sale, deposit, holding and transfer of Equity Shares pursuant to the Offer for Sale, as called for by the Bank or the Registrar; or

15. Failure to transfer Offer Shares to the Special Depository Account and / or submit the relevant documentation, by June 25, 2019 by 5:30 p.m.; or
16. Submission of a power of attorney that is inadequately stamped or improperly executed, as determined at the sole discretion of the Bank; or
17. If you are a Confirmed Selling Shareholder, your failure to re-submit all the documents as per the Annexure C of this Revised Invitation;
18. Submission of multiple or duplicate consent forms or forms through multiple modes.

What are publicity and research restrictions and why must I comply with them?

SEBI has prescribed certain restrictions with respect to public communication, publicity, the release of information in relation to the Offering, advertisements and research reports for any public issue. Compliance with these restrictions is required from the date of this letter until the earlier of (a) the date of allotment / transfer of the Equity Shares in the IPO; (b) the date of withdrawal of the IPO by the Bank; or (c) if the IPO is not opened, within one year from the date of receipt of final observations from SEBI on the DRHP. For further details, you may refer to Enclosure 1 to the Revised Scheme.

Can the Equity Shares offered by me in the Offer for Sale be returned to me?

Yes, Equity Shares offered by you by way of the Consent Form in the Offer for Sale may be returned to you, in *inter alia*, the following cases:

- the IPO is not opened, within one year from the date of receipt of final observations from SEBI on the DRHP;
- to the extent of any unsold Equity Shares if the allotment / transfer of Equity Shares in the IPO is completed within the prescribed timelines;
- if any regulatory approvals required including any in relation to the deposit of your Equity Shares in the Special Depository Account are not received in a timely manner or at all;
- the Equity Shares deposited by you do not form part of the issued and paid-up capital of the Bank as on the record date for the Revised Scheme or are the subject matter of a dispute, whether or not of a legal nature, including in relation to title to such Equity Shares;
- the Equity Shares deposited by you are not eligible to be included in the Offer for Sale, including for non-submission of requisite documents and or the Equity Shares not being held for a continuous period of one year prior to the date of filing of the DRHP with SEBI;
- in event the number of Equity Shares deposited in the Special Depository Account is more than the number of Offer Shares mentioned in the consent form, or vice-versa then the excess number of Equity Shares will be returned;
- Subject to applicable law, if, post determination of eligibility of Equity Shares offered in the Offer for Sale, the total amount of Equity Shares being proposed for sale by the selling shareholders in the Offer for Sale and the size of the Fresh Issue, if any exceeds Rs. 5,000 million, then the number of Equity Shares that will be offered in the Offer for Sale will be on a pro rata basis, in proportion to such number of Equity Shares, such that the aggregate size of the Offer for Sale and Fresh Issue, if any, does not exceed Rs. 5,000 million and the excess number of Equity Shares will be returned.
- If such proportionate number of Equity Shares gives rise to a number of Equity Shares in fractions, it shall be rounded up by one Equity Share if such decimal is 0.5 or higher. Alternatively, if such decimal is lower than 0.5, such decimal shall be rounded down to the lower whole number. Further, if such rounding off of decimals results in the IPO size exceeding Rs. 5,000 million, then the decimals shall be rounded down in all cases and the residual Equity Shares in the Offer for Sale portion shall be accepted, such that the total IPO size does not exceed Rs, 5,000 million and the excess number of Equity Shares will be returned; or
- the Offer is withdrawn by your Bank.

What should I do in the event of any change in the nature of my holding? Will this affect my ability to participate in the IPO?

In the event of any change, including any proposed change, in the nature of your holding such as transmission of Offer Shares, a change in the constitution or legal nature of a shareholder (including but not limited to a change from a private limited company to a public limited company, change from a company limited by shares to a limited liability partnership and conversion from a partnership to a company limited by shares), please immediately intimate the Bank at investors@csb.co.in. Please note that in the event of any such transmission or change in the nature of holding, the Bank reserves the sole right to determine your eligibility to offer Equity Shares as part of the Offer for Sale. Any decision of the Bank in this regard, shall be final and binding on you. The Bank shall also be entitled to seek additional information, documents and representations from you in this regard, including for your continued participation in the Offer for Sale.

If I need some assistance or clarification, who should I contact?

In case you need any clarification/assistance in relation to your participation in the Offer for Sale, you may contact the secretarial department of your Bank at investors@csb.co.in or the Registrar at catholicsyrian ofs@linkintime.co.in.

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

ANNEXURE E

Amended and Restated Scheme for your Participation in the Offer for Sale ("Revised Scheme")

A. Background

Your Bank is proposing an IPO of its Equity Shares, subject to market conditions, receipt of shareholder consent, regulatory and other approvals, applicable law and other relevant considerations.

The IPO will be in accordance with the applicable provisions of the SEBI ICDR Regulations, Companies Act, 2013 ("**Companies Act**") and all other applicable laws. In accordance with the applicable provisions of the SEBI ICDR Regulations, your Bank is initially required to file the draft red herring prospectus ("**DRHP**") with SEBI and the stock exchanges. Upon review of the DRHP by SEBI, receipt of relevant approvals and subject to market conditions, your Bank may in due course file a red herring prospectus ("**RHP**") with the Registrar of Companies, Kerala ("**RoC**"), and thereafter open the bidding period for the IPO. Upon completion of the bidding period and the price discovery process, your Bank will file a prospectus ("**Prospectus**", and together with the DRHP and the RHP, the "**Offer Documents**") with the RoC, and commence formalities, for allotment and eventual listing of the Equity Shares on certain stock exchanges in India. The Offer Documents also include such supplements for overseas jurisdictions which may be prepared by the Bank for the offer and sales of Equity Shares outside of India.

In this regard, the board of directors of your Bank have approved the IPO in a meeting dated March 6, 2019, and your approval for the IPO is being sought through postal ballot process. The IPO is proposed to comprise an Offer for Sale. As a shareholder of the Bank, you are invited to participate in the Offer for Sale. Participation in the Offer for Sale process will permit you to sell your eligible Equity Shares as a part of IPO, in accordance with the terms and conditions mentioned in Section B below.

In addition to the Offer for Sale, the Bank may consider, at its sole discretion, subject to receipt of regulatory and other consents, suitable market conditions and other considerations, undertaking a fresh issue of Equity Shares as a part of the IPO ("**Fresh Issue**").

B. Terms and Conditions of your Participation in the Offer for Sale

In the event you choose to participate in the Offer for Sale, you will be required to comply with the terms and conditions, and undertake certain activities, as set out below, in the Consent Form (including its enclosures) and in the 'Checklist of Documents and Steps required for your Participation in the Offer for Sale' (**Annexure C**). Please note that, in addition to the terms and conditions mentioned herein, you may be required to comply with additional terms, requirements or such other directions as may be specified by SEBI and other regulatory authorities, or as may be required in relation to the IPO, as decided by the Bank from time to time.

1. **Eligibility:** Pursuant to Regulation 8 of the SEBI ICDR Regulations, the Equity Shares offered in the Offer for Sale, subject to the certain exemptions, are required to have been held by you for a period of at least one year prior to the filing of the DRHP. Pursuant to the SEBI ICDR Regulations, the Equity Shares offered in the Offer for Sale, are required to have been held by you for a continuous period of at least one year prior to the filing of the DRHP, subject to the following exemptions: (i) in case of Equity Shares received on conversion or exchange of fully paid-up compulsorily convertible securities, the holding period of such convertible securities as well as that of the resultant Equity Shares shall together be considered for the purpose of calculation of this one year period, and (ii) if the Equity Shares offered for sale were issued by way of a bonus issue on Equity Shares held for a period of at least one year prior to filing of the DRHP with SEBI and such Equity Shares were issued out of free reserves and share premium existing in the books of account as at the end of the financial year preceding the financial year in which the DRHP is filed with SEBI and such Equity Shares were not issued by way of a bonus issue utilizing revaluation reserves or unrealized profits of the Bank.

Accordingly, you should have held the Equity Shares for a continuous period of one year prior to the date of the DRHP. Further, such Equity Shares should be free from all liens, charges and encumbrances, including 'lock-in', and together with all rights attached thereto. Consequently, if the Equity 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 i.e. June 25, 2019.

2. **Dematerialization:** Pursuant to Section 29 of the Companies Act, 2013, the Equity Shares proposed to be sold by you in the Offer for Sale are required to be held in dematerialized form. To avoid any delays, in the event you are interested to participate in the Offer for Sale, we recommend that the dematerialization of Equity Shares be undertaken by you immediately, in accordance with the Depositories Act, 1996, as amended and the regulations made thereunder, read with the depositories' respective bye-laws. Please note that Equity Shares in physical form would not be accepted in the Offer for Sale and in case you wish to benefit from the invitation, the Equity Shares will be required to be in dematerialized form. As only dematerialized Equity Shares can be deposited in the Special Depository Accounts, you need to ensure that dematerialization of your Equity Shares is completed in advance of such deposit and the deposit of Offer Shares in the Special Depository Accounts is completed by June 25, 2019 by 5:30 p.m.

3. **Size of the IPO:** Subject to applicable law, if, post determination of eligibility of Equity Shares offered in the Offer for Sale, the total amount of Equity Shares being proposed for sale by all the Selling Shareholders in the Offer for Sale and the size of the Fresh Issue, if any, exceeds Rs. 5,000 million, then the number of Equity Shares that will be offered in the Offer for Sale will be on a pro rata basis, in proportion to such number of Equity Shares, such that the aggregate size of the Offer for Sale and Fresh Issue, if any, does not exceed Rs. 5,000 million.

If such proportionate number of Equity Shares gives rise to a number of Equity Shares in fractions, it shall be rounded up by one Equity Share if such decimal is 0.5 or higher. Alternatively, if such decimal is lower than 0.5, such decimal shall be rounded down to the lower whole number. Further, if such rounding off of decimals results in the IPO size exceeding Rs. 5,000 million, then the decimals shall be rounded down in all cases and the residual Equity Shares in the Offer for Sale shall be accepted, such that the total IPO size does not exceed Rs. 5,000 million.

4. **Offer Documents:** As a selling shareholder, certain information in relation to you may require to be included in the Offer Documents. Specifically, if you are a body corporate, certain details in relation to your incorporation details, board of directors and your shareholders, as set out in Enclosure 2 of the Consent Form, may require to be included in the Offer Documents. Further, all the Offer Documents would require to be signed by you (either yourself or through the power of attorney holder, as applicable), as a selling shareholder, confirming the veracity of the information in relation to you and the Equity Shares offered by you in the Offer for Sale ("**Offer Shares**").

In addition, you may also be required to obtain an opinion, at different stages of the IPO process, addressed to the Bank and the BRLM(s), in relation to certain matters relating to yourself and your Offer Shares in a form and manner to the satisfaction of the Bank and the BRLM(s) covering such matters as may be required, including the indicative points detailed in Annexure F.

5. **IPO agreements:** At various stages in the IPO process, the Bank and the selling shareholders, among others, will need to enter into various agreements, including the offer agreement, registrar agreement, syndicate agreement, share escrow agreement, cash escrow and sponsor bank agreement and underwriting agreement. These agreements will *inter alia*, set out certain rights and obligations, and representation and warranties from you, including representations that (a) you have a good and valid title to the Offer Shares, free and clear of any liens or other encumbrances, and that they are freely transferable; and (b) the statements relating to you and the Offer Shares in the Offer Documents are accurate. Further, please note that in some of the IPO agreements, you may also be required to provide an indemnity to other parties.

6. **Power of attorney:** As stated in paras 3 and 4 above, you would be required to sign the Offer Documents, and enter into various IPO related agreements. For this purpose, so as to ease the logistics of participation in the Offer for Sale, the Bank has provided a format of the power of attorney to be executed by selling shareholders, such that the relevant documents are executed on their behalf and they are not required to execute documents each time.

Thus, you are required to provide an irrevocable power of attorney (in the form annexed as Annexure B (a) and B (b), as applicable) in favour of the Bank (who may delegate the authority provided by you to one or more independent directors, acting jointly or severally, as decided by the board of directors of the Bank, or a committee thereof, from time to time in its sole discretion). Such authorized person(s) shall sign and execute these documents on your behalf. The power of attorney executed by you needs to be adequately stamped for appropriate value and duly notarized. If you are a non resident the power of attorney is also required to be duly authenticated, *inter alia*, by an Indian consul, vice-consul, or representative of the Government of India, as applicable. Please note that pursuant to the power of attorney, the Bank, or any authorized person(s), will be acting on your behalf so as to ease the logistics of your participation in the Offer for Sale, and shall not be acting as your fiduciary. Further, the Bank or such authorized person(s) will be entitled to appoint legal counsel or such other advisors on your behalf as may be required.

As regards the shareholders, who have consented to participate in the Offer for Sale pursuant to the Invitation and the Scheme, and have received a confirmation from the Bank, and propose to offer the same number of Equity Shares as was previously indicated in their Consent Forms under the Scheme (such shareholders, "**Confirmed Selling Shareholders**"), all the documents as mentioned in Annexure C of the Revised Invitation would be required to re-submitted, except for the duly executed power of attorney.

It is clarified that the duly executed power of attorney previously submitted by the Confirmed Selling Shareholders pursuant to the Scheme dated March 28, 2019 will be utilised towards the Consent Forms provided by such Confirmed Selling Shareholders pursuant to the Revised Scheme, subject to there being no change in the number of Offer Shares as were previously proposed to be offered for sale. Further, by submitting a Consent Form under the Revised Scheme, such Confirmed Selling Shareholder is deemed to have affirmed to such usage of the duly executed power of attorney that were previously submitted.

7. **Statutory liability:** The Companies Act imposes both criminal and civil liability on you for mis-statements in the Offer Documents. In addition, you may be liable for punishment for fraudulently inducing persons to invest money in the Bank, or action by persons, or group of persons or association of persons affected by any misleading statements or the inclusion or omission of any matter in relation to you and the Equity Shares offered by you in the Offer Documents.

8. **Submission of the Consent Form:** Please note that the submission of the Consent Form (along with the relevant enclosures), will constitute a commitment from you to participate in the Offer for Sale, and you will not have the right to change the number of, or withdraw, Offer Shares proposed for sale or included in the Offer for Sale, without the prior consent of the Bank.

9. **Offer for Sale price:** The IPO price, including the Offer for Sale price shall be discovered through the book building process prescribed under the SEBI ICDR Regulations. Prior to the commencement of the book building process, the price band will be decided by your Bank in its sole discretion, in consultation with the BRLM(s). Under the book building process, investors are invited to bid for Equity Shares at various prices within the price band. On the basis of the bids received, the demand for the offered shares is assessed and the price is discovered. Thereafter, Equity Shares will be offered at the discovered price, i.e. the IPO price, as determined by your Bank in consultation with the BRLM(s), to all the bidders whose bids are equal to or higher than the discovered price. Please note that the IPO price determined by the Bank in consultation with the BRLM(s) will be binding on you. Further, the Bank, may offer a discount on the IPO price to certain eligible category of investors in accordance with the SEBI ICDR Regulations.

10. **Lock-in of Equity Shares:** Pursuant to the SEBI ICDR Regulations, the entire pre-IPO Equity Shares held by you, subject to certain specified exemptions, is required to be locked-in for a period of one year from the date of allotment of the Equity Shares pursuant to the IPO. However, this lock-in of one year from the date of allotment, will not apply:

- (a) if you have acquired the Equity Shares as an employee of the Bank pursuant to an employee stock option or employee purchase scheme of the Bank prior to the IPO;
- (b) if you are a venture capital fund, or alternative investment fund of category I or category II a foreign venture capital investor, registered with the Securities and Exchange Board of India ("**SEBI**"), and the Equity Shares held by you has already been locked in for a period of one year from the date of your purchase of the Equity Shares.

(Collectively, "**Exempted Shareholders**")

Consequently, your shareholding that is not sold in the Offer for Sale shall be locked-in for a period of one year from the date of allotment / transfer in the IPO, unless exempted as above, or as may be specifically exempted by SEBI. During the lock-in period, in accordance with the SEBI ICDR Regulations, you will be only permitted to transfer the locked-in Equity Shares to such other shareholders of your Bank who also hold locked-in Equity Shares, and the lock-in over the Equity Shares transferred by you would continue with such shareholder for the remaining period.

11. **Escrow mechanism:** You are required to deposit the valid Offer Shares, in one or more escrow accounts opened by the Registrar of your Bank, Link Intime India Private Limited, with Central Depository Services (India) Limited and/or National Securities Depository Limited (the "**Special Depository Accounts**"). You are required to deposit such Offer Shares in Special Depository Accounts, on or before June 25, 2019 by 5:30 p.m. Please see Annexure C which sets out the details of such Special Depository Account. Please note that, subject to receipt of the Consent Form and all ancillary documentation, including the duly executed and stamped power of attorney on or before June 25, 2019 by 5:30 p.m., the last date for depositing the Offer Shares in the Special Depository Account

may be extended from June 25, 2019 to such date which shall not be later than the date of filing of the DRHP, subject to the approval and discretion of the IPO Committee.

Further, the Registrar and your Bank shall enter into an agreement, and the Special Depository Accounts can only be operated as per the instructions of your Bank. Further, the Registrar would hold the deposited Equity Shares in trust for you and do all such acts and deeds as may be required for delivering/transferring the Equity Shares to the successful applicants in the IPO on the instructions of the Bank. Please ensure that your Equity Shares are deposited into the Special Depository Accounts in OFF MARKET MODE.

Please note that the eligible Offer Shares deposited by you, or a portion thereof, as applicable shall be returned to you, in *inter alia*, the following cases:

- (a) the IPO is not opened within one year from the date of receipt of final observations from SEBI on the DRHP,
- (b) the allotment in the Offer is completed within the prescribed timelines, in such a case, to the extent of any unsold Equity Shares,
- (c) in the event of non receipt of any regulatory approval required for your deposit of Equity Shares in the Special Depository Accounts, and the same if not obtained or obtained in a timely manner, in accordance with Section D of this Revised Scheme;
- (d) the Equity Shares deposited by you are not eligible to be included in the Offer for sale, including circumstances where (i) the required document(s) are not submitted along with deposit of Equity Shares before due date or (ii) the Equity Shares offered are not eligible as set out in Para. 1 above or (iii) Consent Forms or ancillary documents are not appropriately filled-in (iv) PoA not being adequately stamped.
- (e) in event the number of Equity Shares deposited in the Special Depository Accounts is more than the number of Offer Shares mentioned in the Consent Form, then the excess number of Equity Shares will be returned, or
- (f) the Offer is withdrawn by your Bank.

In this regard, please instruct your depository participant to receive the Equity Shares returned from the Special Depository Accounts.

Until such time the Equity Shares are returned as above, you will not be entitled to sell, pledge, transfer or otherwise dispose of or deal with the Equity Shares proposed for sale in the Offer for Sale. During this period all rights in respect of such Equity Shares, including dividend and voting rights, shall continue to accrue to you. The Equity Shares held by the Registrar during this deposit period would be entitled to receive dividend, and any other corporate benefits announced by your Bank, and the same shall be distributed to you by the Registrar.

12. **Offer for Sale expenses:** Pursuant to Section 28 of the Companies Act, the IPO expenses are required to be shared amongst the selling shareholders in the IPO, in proportion to the number of Equity Shares offered by each of the selling shareholders in the IPO. Furthermore, in the event of a Fresh Issue in addition to the Offer for Sale, the IPO expenses (excluding listing fees) will be required to be shared amongst the Bank and the selling shareholders in the IPO, in proportion to the number of Equity Shares offered by the Bank and each of the selling shareholders in the IPO. In the event, the Bank does not proceed with the Fresh Issue, subject to applicable law, other than the listing fees which will be borne by the Bank, all costs, fees and expenses with respect to the IPO will be shared amongst the selling shareholders, on a pro rata basis, in proportion to the number of Equity Shares offered for sale in the IPO.

The IPO related expenses would broadly include fees and expenses of the BRLM(s), legal counsel, advisors or legal counsel appointed on your behalf, other intermediaries, advertising and marketing expenses in relation to IPO, printing, underwriting commission, procurement commission (if any) and brokerage and selling commission, fees paid to SEBI/Stock Exchanges, depository charges and audit fees. Thus, the applicable Offer for Sale expenses, as incurred by the Bank on your behalf, shall be deducted from the proceeds of the Offer for Sale, prior to being disbursed to you. Further, please note that applicable taxes would be deducted from the proceeds of the Offer for Sale. These may include securities transaction tax or tax on capital gains (in case of non residents) or such other taxes as applicable on the date of disbursement. The Bank will maintain a separate account for the Offer for Sale expenses. The same shall be duly verified by the auditors of the Bank or a chartered accountant and copy of the statement along with your proportionate statement shall be provided to you post completion of the IPO.

13. **Offer for Sale proceeds:** The IPO proceeds, including the proportion of the Offer for Sale Proceeds, would lie in the IPO selling shareholder escrow account(s). Thereafter, in accordance with the terms of the IPO escrow agreement, your proportion of the Offer for Sale proceeds would be transferred to your bank account net of deductions in relation to your proportion of the Offer for Sale expenses and the tax applicable to you.
14. **Publicity Restrictions:** By consenting to participate in the Offer for Sale, you will be required to comply with publicity restrictions applicable to the IPO, *inter alia*, in relation to the Bank and the IPO as set out in Enclosure 1 to this Revised Scheme.
15. **Research Restrictions:** You agree that you and your affiliates, as applicable, shall at all time comply with the Securities and Exchange Board of India (Research Analyst) Regulations, 2014, as amended, in so far as such regulations are applicable to you.
16. **Overseas Laws:** By consenting to participate in the Offer for Sale, you will be obligated to comply with certain overseas laws in connection with offering securities and publicity in those jurisdictions as set forth in the underwriting agreement, to which you will be a party, and in the Offer Documents. In particular, you must agree that you will not offer or sell the Equity Shares in the United States absent registration under the US Securities Act of 1933 or an exemption from such registration.
17. **Taxes and other advice:** Under the currently prevailing laws governing taxation of shares in India, the applicable securities transaction tax ("STT") on the sale of Equity Shares in the Offer for Sale, would be deducted prior to the disbursement of proceeds to you. In the case of non-resident selling shareholders, additionally, income tax on capital gains, if any, will have to be withheld under section 195 of the Income Tax Act, 1961. Please specifically note that tax residents outside of India (including the United States) may be subject to capital gains and other tax liabilities in addition to those applicable in India. To summarize the extant position under applicable laws in India:

STT: Under Section 97(1)(aa) of the Finance (No.2) Act, 2004, sales of unlisted equity shares by any holder of such shares under an offer for sale to the public including an initial public offer and where such shares are subsequently listed on a recognized stock exchange would constitute a 'taxable securities transaction' and would be subject to STT, as per the prevailing rates in force at the time of the transaction.

Capital gains: Following the amendment by the Finance Act, 2016, in terms of section 2(42A) shares of an unlisted company would

be treated as a long term capital asset only if such shares are held by the assessee for a period of 24 months or more. Shares of unlisted companies held for a period of lesser than 24 months will be treated as short term capital asset. Long term and short term capital gains will be taxed at the tax rates applicable at the time of the transaction. Current laws require long term capital gains to be taxed, subject to the residency of the shareholder and the nature of the company, at a rate of 10% or 20% (with indexation) and short term capital gains at a rate of 30% plus applicable surcharge and education cess, wherever applicable.

However, short term capital gains arising on a transaction on which STT has been paid will be subject to tax at a rate of 15% under section 111A of the Income Tax Act, 1961 plus applicable surcharge and cess wherever applicable.

Stock-in-trade: Wherever the shares tendered have been held as stock-in-trade for the purposes of business or profession, the tax would be applicable at a rate of 30% / 40% plus applicable surcharge and education cess, as applicable.

Tax Deduction at Source ("TDS"): There is no requirement of TDS on disbursement of sale proceeds in an Offer for Sale in case the selling shareholder is a resident of India. In the case of non resident selling shareholders, under Section 195 of the Income Tax Act, 1961, the responsibility of deducting tax is on 'any person responsible for paying any income chargeable to tax', which the Bank would facilitate. TDS would be deducted at rates provided above or such rates as may be prevailing at the time of the transaction. Please note that provisions of 196D(2) of the Income Tax Act, 1961, are applicable in case of foreign institutional investors.

The above rates will be applicable in cases where benefit of double taxation avoidance agreements is not available. Please also note that if you are a non resident wishing to avail the benefits of the double taxation avoidance agreements, where applicable, and holding a valid PAN, you need to provide to the Bank certain documents as mentioned in [Annexure C](#). The absence of a valid PAN, would subject the transaction to Section 206AA of the Income Tax Act, 1961, and the tax would be deducted at the highest applicable rate, where applicable.

The tax shall be deducted on the capital gains computed by reducing cost of acquisition of shares (if provided by the non-resident shareholder) from the sale proceeds (before considering selling expenses). The selling shareholder will be required to provide necessary undertaking with regard to the cost of acquisition furnished to the Bank, and shall be required to indemnify the Bank against any claim of additional tax, interest, penalty or any other payment by whatever name called by tax authorities if such claim is made for use of incorrect cost of acquisition furnished by the selling shareholder. We will issue the certificate for deduction of tax in the prescribed format as per prescribed timelines.

The above mentioned summary of certain taxation laws that may be applicable to your participation in the Offer for Sale, is summary of laws as on date, and is solely for your ease of reference. Such laws may be amended or their interpretation may change and it is your responsibility to comply with the taxation laws applicable to you. You are also responsible to obtain your own independent advice as to the legal, tax, accounting, regulatory, financial, credit and other related advice prior to participating in the Offer for Sale.

18. **IPO process and timelines:** Please note that, in terms of the Revised Scheme, the Bank, is entitled to take all decisions in relation to the IPO, including the Offer for Sale and / or the Fresh Issue, such as the timing for the various steps in the IPO, the price band, the IPO price and the allotment / transfer of Equity Shares pursuant to the IPO or withdrawal of the IPO, in accordance with the SEBI ICDR Regulations and other applicable laws. Further, the process outlined in this letter for your participation, may be subject to receipt of certain regulatory approvals and subject to market conditions. If such approvals are not obtained in a timely manner or at all or if the markets are not conducive, the Bank reserves the right to modify the Revised Scheme or not proceed with the IPO at all. The Bank, on grounds including insufficient participation in the Offer for Sale by existing shareholders of the Bank, amongst other things, may consider revision of the terms of the Revised Scheme, including, but not limited to extension of time for submission of Consent Forms by shareholders, or approaching all shareholders who have not consented, to reconsider their abstention. Please also note that if you accept this invitation and become a selling shareholder in the IPO, you shall not be able to participate in the IPO as an investor.
19. **Responsibility and Liability:** The Bank, BRLM(s) and their respective legal counsel and other professional advisors shall not be responsible or liable to the selling shareholder(s) or to any other persons in relation to the Offer for Sale, including in relation to any bad faith, negligence, default or misconduct by any selling shareholder(s) in this regard.
20. **Other important considerations:** Please note that in the event of a Fresh Issue, if the Bank does not receive a minimum subscription of 90% of the Fresh Issue, it is required to refund all application moneys received to the applicants forthwith. Therefore, in the event of a Fresh Issue, in case of under-subscription in the IPO, the Equity Shares in the Fresh Issue will be issued prior to the sale of Equity Shares in the Offer for Sale. Further, any oversubscription to the extent of 1% of the IPO (excluding any reservations) can be retained by the Bank for the purpose of rounding off to the nearest multiple of the minimum allotment lot.

C. Process for participation in the Offer for Sale

If you choose to participate in the Offer for Sale, you are required to undertake the following steps:

On or before June 25, 2019 by 5:30 p.m.:

Submit the Consent Form, with the relevant enclosures, as applicable to you as indicated in the Consent Form and the power of attorney.

(i) Deposit your Offer Shares in the Special Depository Accounts; (ii) submit to the Registrar 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 Equity Shares to the Special Depository Accounts, and such other documents as set out in [Annexure C](#).

All documents mentioned above should be received at the following address of the Registrar, no later than 5:30 p.m. on June 25, 2019.

Link Intime India Private Limited

Unit : CSB - OFS

C-101, 247 Park, L.B.S Marg, Vikhroli (W), Mumbai 400083

Tel. : +91 22 4918 6200 • Fax : +91 22 4918 6195

Email : catholicysrian.ofs@linkintime.co.in; Contact Person : Mr. Sumeet Deshpande

Please note that, subject to receipt of the Consent Form and all ancillary documentation, including the duly executed and stamped power of attorney on or before June 25, 2019 by 5:30 p.m., the last date for depositing the Offer Shares in the Special Depository Account may be extended from June 25, 2019 to such date which shall not be later than the date of filing of the DRHP, subject to the approval and discretion of the IPO Committee.

Further, subject to the deposit of Offer Shares in the Special Depository Account on or before June 25, 2019 by 5:30 p.m., the last date for receipt of Consent Form and all ancillary documentation, including the duly executed and adequately stamped power of attorney may be extended from June 25, 2019 to such date which shall not be later than the date of filing of the DRHP, subject to the approval and discretion of the IPO Committee.

In addition to the above, shareholders from whom any incomplete or deficient Consent Form and / or any ancillary documentation is received on or before June 25, 2019 by 5:30 p.m., may be given an opportunity to rectify such deficiencies till such date, which shall not be later than the date of filing of the DRHP, subject to the approval and discretion of the IPO Committee.

Neither your Bank nor the Registrar would be responsible for any loss or damage in transit. You should mail the Consent Form, along with the relevant enclosures, well in advance so that the same reaches the Registrar on or before June 25, 2019. Please ensure that the Offer Shares are deposited in the Special Depository Accounts on or before June 25, 2019. Consent Form received after the said date would not be considered for the Offer for Sale. Further, in the event the Registrar does not receive any communication within the time and date specified above, your Bank reserves the right to proceed with the IPO without including any Equity Shares held by you in the Offer for Sale and that the Bank shall not make any further requests for offering Equity Shares in Offer for Sale.

Shareholders are advised to carefully read the Consent Form and the instructions contained therein. The Consent Form should be complete in all respects (including the relevant enclosures). The Registrar, on behalf of the Bank, would scrutinize the Consent Form and the enclosures received from you and if they are not strictly in the prescribed format, they may be rejected. In case of such rejections, the decision of the Registrar and your Bank shall be final and binding on you.

D. Regulatory Approvals and Modification of the Revised Scheme

The process outlined in this Revised Scheme for your participation in the Offer for Sale, may be subject to certain regulatory approvals and consents, including from the RBI. For instance, approval from the RBI may be required to be obtained if the period of your deposit in the Special Depository Accounts exceeds six months, especially if you are a non resident. While the Bank shall endeavor to obtain such approvals, it is understood that the Bank does not owe you any obligation or duty under law or equity in this regard, and if the Bank files an application to obtain such approval, it shall be to solely facilitate your participation in the Offer for Sale. In addition, the Bank also reserves the right to exclude any shareholder from participation in the Offer for Sale if prohibited by law in any jurisdiction. Further, at the sole discretion of the Bank, any incomplete or deficient Consent Form may be rejected after June 25, 2019, and a communication in this regard will be dispatched by the Bank or the Registrar, either through physical or electronic mode, to the relevant shareholders by on or prior to the date of filing of the DRHP, along with the reason(s) for rejection.

Please ensure that the Offer Shares are deposited in the Special Depository Accounts on or before June 25, 2019.

Please note that the Bank reserves the right to revisit the terms of the Revised Scheme for any reason whatsoever, including but not limited to re-inviting the shareholders to submit their Consent Forms or extending the time for submission of consent forms without prejudice to those selling shareholders who have submitted their Consent Forms and deposited their Offer Shares in the escrow account in accordance with the provisions of the Revised Scheme. Please note that the Bank, at its sole and absolute discretion, may choose to withdraw the Revised Scheme 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 the Reserve Bank of India ("RBI") or the Department of Financial Services, Ministry of Finance.

E. Assistance

In case you need any clarification/assistance in relation to your participation in the Offer for Sale, you may contact the secretarial department of the Bank at investors@csb.co.in or the Registrar at catholicsyrian ofs@linkintime.co.in.

F. Disclaimer

This letter is for information purposes only and is neither an offer nor invitation to buy nor a solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale is or may be unlawful whether prior to registration or qualification under the securities laws of any such jurisdiction or otherwise.

This letter is not directed towards any person or entity in any jurisdiction or country where the same would be contrary to the applicable laws or regulations or would subject the Bank or the BRLM(s) to any new or additional registration requirements. Recipients of the letter resident in jurisdictions outside India should inform themselves of and comply with all applicable legal requirements.

Neither this letter nor any other information supplied in connection with this letter should be considered as a recommendation by the Bank or the BRLM(s) to any of the selling shareholders to offer their equity shares in the Offer for Sale. Your participation in the IPO does not create any obligation on the Bank or the BRLM(s) to purchase any Equity Shares. This letter is not intended to be a prospectus or offer document under the applicable laws of any jurisdiction, including India

This letter does not constitute an offer of securities for sale in any jurisdiction, including the United States, and any securities described in this letter may not be offered or sold in the United States absent registration under the US Securities Act of 1933 or an exemption from such registration. Any public offering of securities to be made in the United States will be made by means of a prospectus that may be obtained from the issuer or the selling security holder and that will contain detailed information about the Bank and management, as well as financial statements. No public offering or sale of securities in the United States is contemplated.

Enclosure 1

Publicity and Research Restrictions

Set out below, are some of the key restrictions, presented in the form of 'dos' and 'don'ts', that you are required to comply with. For further details in relation to the publicity restrictions applicable to the Offer, please refer to Regulation 42 read with Schedule IX of the SEBI ICDR Regulations.

If you are a body corporate (including a limited liability partnership), you and your directors, officers and employees (as applicable), and all persons acting on your behalf are required to comply with these restrictions, as well. Compliance with these restrictions are required from the date of your consent to participate in the Offer for Sale (by dispatching the Consent Form) until (a) the date of allotment of the Equity Shares in the IPO; (b) the date of withdrawal of the IPO by the Bank; (c) if the IPO is not opened within one year from the date of receipt of final observations from SEBI on the DRHP; and (d) cancellation of your participation in the Offer for Sale, whichever is the earliest. Any violations of these restrictions may attract civil and criminal liability, including imposing of monetary penalty by SEBI.

Do's

Advertisement and Announcements, Interviews

- Please ensure that all advertisements and announcements released by you, if any, are consistent with past practice and do not disclose any information regarding the Bank and the IPO, including your participation in the Offer for Sale or the value of your investment in the Bank.

Website

- If you maintain a website, information on the website in relation to you, including details of your capital structure, management (if you are a body corporate), should be consistent with the disclosure in the offer documents relating to the IPO and as submitted by you in the Consent Form and should not disclose any information regarding the Bank and the IPO, including your participation in the Offer for Sale or the value of your investment in the Bank.

Disclosure of Material Developments

- Please provide promptly disclosures to the Bank of all material developments, relating to yourself or the Offer Shares, which may have an effect on the IPO or otherwise on the Bank, during the period between the date of filing of the red herring prospectus in relation to the IPO and the date of allotment of Equity Shares in the IPO. Any such material development will need to be disclosed publicly by way of an advertisement, in the manner prescribed in the SEBI ICDR Regulations.

Don'ts

Advertisements and Announcements, Interviews

- Any advertisements and any press announcements released by you should not include any information in relation to the Bank, the IPO, or your participation in the IPO.
- If a specific query has been received by you from the 'press' in relation to the Bank or the IPO, please get in touch with the Bank, and obtain their approval before providing a response to such query.

Meetings with Investors

- Please do not hold any meetings with investors in one-on-one meetings or at conferences in relation to the IPO.

Conferences or other events

- Please do not release, directly or indirectly, during any conference or at any other time, any information in relation to the Bank and the IPO, including your participation in the Offer for Sale.

Website

- Please ensure that there is no mention of the IPO on any website maintained by you. Please also ensure that you do not upload the offer documents relating to the IPO or any IPO related material on any website maintained by you.
- It is recommended that no information relating to the Bank is provided on any website maintained by you. However, in the event you wish to include brief information in relation to the Bank on your website, it will need to be ensured that such information is consistent with disclosures in the offer documents in relation to the IPO. Accordingly, please get in touch with Bank, and obtain their approval before providing such information on the website.

Overseas

- Don't make any advertisement, press announcement or press comment or give any interview or hold any meetings with any investors outside of India (including the United States, United Kingdom or any other foreign jurisdiction) in relation to the Bank and the IPO, including your participation in the Offer for Sale at any time.

Research Report

- Don't publish or distribute any research reports, research analyses or research recommendations in relation to the Bank or the IPO (including your participation in the Offer for Sale).

Please note that in terms of the SEBI ICDR Regulations, an "advertisement" would include notices, brochures, pamphlets, show cards, catalogues, hoardings, placards, posters, insertions in newspaper, pictures and films in any print media or electronic media, radio, television programme.

ANNEXURE F

Points to be covered in the legal opinion

Below are some of the broad points to be covered in the legal opinion to be provided by the selling shareholders in relation to their participation in the Offer for Sale.

In respect of selling shareholders, the Bank may seek and/or obtain a legal opinion, on your behalf, in its capacity as the recipient of your power of attorney, in a form and manner to the satisfaction of the Bank and the book running lead managers covering such matters as may be required, including the indicative points detailed below, at different stages of the IPO process, addressed to the Bank and the book running lead manager(s) in relation to certain matters relating to yourself and your Offer Shares.

- The selling shareholder is duly incorporated under laws of *[insert jurisdiction of incorporation of the Selling Shareholder]* and validly existing as a *[[private/ public]* company limited by *[shares]]* and in good standing under the laws of *[insert jurisdiction of incorporation of the Selling Shareholder]*. It is a separate legal entity capable of suing and being sued, and has the requisite corporate capacity and authority to hold shares in The Catholic Syrian Bank Limited ("**Bank**").
- The Equity Shares held by the selling shareholder have been duly authorized and validly issued to it by the Bank and have been acquired and are held by it in full compliance with all applicable laws and regulations, without any approval or consent and without breach of any agreement, law or regulation. Such Equity Shares are legally and beneficially held, and form part of the issued and paid-up capital of the Bank as on the record date for the Revised Scheme, are eligible to be sold in the Offer for Sale, and will be sold and transferred in the IPO, by the selling shareholder free and clear of all pledges, liens, security interests, charges, encumbrances, equities, claims, restrictions on transfer of any kind (including, but not limited to, pre-emption rights), voting trusts or other defects for irregularities in title whatsoever, and there is no governmental or regulatory limitation or restriction on the offer and sale of such shares by the selling shareholder.
- The selling shareholder has the corporate power and capacity and has obtained all requisite approvals and taken all necessary corporate action to enter into and perform its obligations under each of the Offer Agreement, Underwriting Agreement, Cash Escrow Agreement, Share Escrow Agreement and Syndicate Agreement ("**Agreements**") and to authorize their execution, delivery and performance of obligations under the Agreements, as well as the draft red herring prospectus, the red herring prospectus and the prospectus. Each of the Agreements constitutes valid, binding and enforceable obligations of the selling shareholder in accordance with their terms under the laws of *[insert jurisdiction of incorporation of the Selling Shareholder]*. The Agreements do not contain any provision which contravenes the laws of *[insert jurisdiction of incorporation of the Selling Shareholder]* or public policy, or which would for any reason not be upheld by the courts of *[insert jurisdiction of incorporation of the Selling Shareholder]*.
- There are no actions, consents, approvals, authorizations, licenses or orders of, or registration, qualification or filing with, any governmental or other regulatory agency, bodies or court or contractual counterparties required by the selling shareholder in connection with the execution and delivery of the Agreements by the selling shareholder and the performance by the selling shareholder of its obligations under the Agreements, except such as have been obtained and are in full force and effect.
- The Selling Shareholder, any or its promoters or directors is not or was not debarred from accessing the capital markets in India pursuant to any order of SEBI or any other authority. The Selling Shareholder is eligible to undertake the Offer for Sale, and do all acts necessary in relation to the consummation of such Offer in terms of applicable Indian laws, including but not limited to, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, and the Companies Act, 2013, as amended.

The issue, execution and delivery of the Agreements, (i) the offer, sale and delivery of the Equity Shares held by the selling shareholder pursuant to the IPO, and (ii) compliance by the selling shareholder with the terms of the Agreements and the consummation of the transactions contemplated thereby, will not be in breach of its constituent documents of the selling shareholder, or any agreement or instrument binding on the selling shareholder or any law or regulation of *[insert jurisdiction of incorporation of the Selling Shareholder]* applicable to the selling shareholder or any judgment, order or decree or public policy of any governmental body, agency or court or arbitral tribunal having jurisdiction over the selling shareholder.

There are no winding up or liquidation orders passed by any court *[insert jurisdiction of incorporation of the Selling Shareholder]* against the selling shareholder and no such proceedings (whether instituted by any governmental agency or third parties) are pending or threatened or have been commenced for the purpose of, and no judgment has been rendered, declaring the selling shareholder bankrupt or insolvent. No steps have been taken for the appointment of a receiver, administrator or liquidator to, or for the winding-up, dissolution, reconstruction or reorganization of the Selling Shareholder. *[This opinion will be applicable only if the selling shareholders are companies or any body corporate (including a limited liability partnership). If the selling shareholder is an individual, appropriate amendments should be made.]*