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S1.No. 2020 Dt:18-01-2014

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For Whom B & C ESTATES

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Licensed Stamp Vendor Licence No.15-31-029/2013 House On P.No.21, W.S.Colony, Abdullapurmet (V), Hayathnagar(M), R.R.Dist-501512, Mobile:9248812661

ESCROW ACCOUNT AGREEMENT

This Escrow Agreement made at HYDERABAD this day of May, 2014.

Wils B & C ESTATES, a registered partnership firm having its Registered Office at H.No.5-4-187/3 & 4/7/B, 3rd Floor, Soham Mansion, M.G.Road, Secunderabad - 500 003 Rep. by its Managing Partner Sri. Soham Modi (hereinafter referred to as "the Borrower") which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns of the First Part.

AND

LIC Housing Finance Ltd., a Company incorporated under the Companies Act, 1956 having its Registered Office at Bombay Life Building, 2nd Floor, 45/47, Veer Nariman Road, Mambai – 400 001, and one of its Regional office at 304 & 305, 3rd Floor, Maitrivanam figUDA), Ameerpet, Hyderabad: (hereinafter referred to as the "the Lender") which

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Authorised Signatory Name: A. OURGAPRASAD RACOF B Emblokes Cons. 70361

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For LIC BOUSING FINANCE LTD.

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expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns, of the Second Part.

AND

HDFC Bank Ltd. a Banking Company incorporated under the Companies Act, 1956 and having its Registered office at HDFC Banks House. Senapati Bapat Marg, Lower Parel (West) Mumbai – 400 013 and one of its branches at Usha Kiran Chambers, Paradise, Secunderabad. (hereinafter referred to as "the Escrow Agent") which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns, of the Third Part.

WHEREAS:

- a. The Borrower has entered into an agreement with the Lender on for the purpose of availing of loan of Rs.5.00 Crores, (Rupees Five Crores Only) for the construction/real estate projects of the Borrower on the terms and conditions contained in the Lender's sanction letter of the said loan, and more particularly set out in the said agreement.
- b. One of the terms of the said agreement is that, the Borrower shall establish/open an Escrow Account with the Escrow Agent, for the benefit of the Lender, on the terms and conditions satisfactory to the parties.
- The Parties have agreed that, the payments to be collected by the Borrower from the purchasers of various flats/units in the projects financed by the Lender, shall be credited to the said Escrow Account and the Escrow Agent shall, as per the written instructions of the lender, pay to the Lender the amounts to be paid by the Borrower to the Lender out of the amounts credited in the said Escrow Account as per the schedule intimated by the Lender from time to time. The Borrower hereby covenants that the Borrower shall at all times until all moneys due and payable to the Lender pursuant to the Loan Agreement are paid and all obligations of the Borrower are duly discharged maintain a minimum balance of one month's interest installment in the Escrow Account which can be revised on the written instructions of the Lender. The Borrower shall from time to time, deposit such sums as may be necessary in the event of a shortfall in the Escrow Account in order to ensure that the aforementioned minimum balance is maintained at all times.

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- d. The Borrower shall make up for any shortfall in the Escrow Account, so as to make full and timely payment to the Lender of all amounts due and payable under the Loan Agreement.
- e. It is agreed between the parties that the Borrower is allowed to withdraw the surplus amount over and above the minimum balance mentioned above in the said Escrow Account, However, the Lender shall have the right to adjust any amount over & above EMI towards Principal Amount by providing written instruction in advance (i.e. 7 days notice) to the Escrow Agent about the same. On receipt of written instructions of the borrower, such surplus amount over and above the minimum balance referred above shall be transferred to the current A/c of the Borrower maintained in the same bank.

NOW IN CONSIDERATION FOR THE PREMISES IT IS AGREED BY THE PARTIES AS FOLLOWS:

- 1. Appointment of Escrow Agent.
 - a. The Borrower and the Lender hereby nominate, appoint and constitute the Escrow Agent to act as their agent in connection with this agreement for the purposes and in accordance with the terms and provisions set forth herein.
 - b. The Escrow Agent hereby agrees to act as such and to accept all monies to be delivered to or held by the Escrow Agent, pursuant to the terms and conditions of this agreement only. The Escrow Agent shall hold and safeguard the Escrow Account, during the terms of this Agreement and shall hold all cash in the Escrow Account, at the request of the Borrower and the Lender, as agent for the benefit of the Lender.

c. The rights of the Lender in the monies held in Escrow Account are set forth in their entirety in this Agreement and the said Agreement dated-05-2014 and the Lender shall have no other rights against or to the monies in the Escrow Account. However, with reference to the opening, operation and closing of escrow account, the terms and conditions of this agreement alone shall be relied upon and the Escrow agent is not obliged to refer or rely upon

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any other agreement.

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Establishment of Escrow Account

- b. All rights, title and interest in and to the Escrow Account, all cash therein, shall stand for the benefit of the Lender under the respective agreements entered between the borrower and the Lender. As per the written instructions of the Lender, amounts deposited in the Escrow Amount shall be applied by the Escrow Agent towards the principal and interest payable on the loan account of the Borrower. The Escrow Account shall be held in trust for and on behalf of the Borrower as provided herein, subject to the security interest in the Escrow Account created in favour of the Lender. For purposes of the Agreement, Section 20 of the Indian Trust Act, 1882 shall not apply.
- 3. Rights and obligations of the Parties.
 - a. The Lender shall from time to time withdraw amounts from the Escrow Account and appropriate towards the repayment of the loan, as then falling due in full together with all other amounts payable to it and thereafter, after retaining a balance equivalent to one monthly installment of Principal plus interest due by the Borrower to the Lender i.e., as per the schedule given by the Lender from time to time, the surplus balance in the account over and above one monthly installment shall be payable to the Borrower.
 - b. All the decisions, calculations given in writing by Lender shall be conclusive and the Borrowers shall not object to the same, accordingly the Escrow Agent shall act only as per such written instructions and calculations given by the Lender which shall be after discussion with and/or on instructions from the Lenders.

The Borrower shall continue to maintain and shall not close the Escrow Account, so long as any amount is due to the Lender under the said Lender Agreement and till such time that, the Lender advises the Borrower and the

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escrow agent in writing that all the amounts have been duly received by the Lender and that no other amount is due and payable by the Borrower to the Lender under any of the Loan Agreement.

- The Borrower shall not open any other account than the Escrow Account or d. establish any other mode for the purpose of collection of the sums payable by the various purchasers of flats/units in the projects financed by the Lender without the prior written consent of the Lender.
- The Borrower undertakes to issue instructions to the said flat purchaser for depositing the amounts due from them, to the Borrower directly to the Escrow Account.
- The Borrower has not created/shall not create any charge, lien or any f. encumbrance whatsoever, in favour of any person on the amount lying to the credit of the Escrow Account, without the prior written consent of Lender.

4. Deposits into the Escrow Account

- Escrow Account is required to be funded by way of transfer of funds/direct a. deposit by the Borrower. The Borrower agrees and confirms that it shall issue necessary irrevocable instructions to the said flat purchasers to make all payments as aforesaid only to the Escrow Account with the Escrow Agent. The Borrower agrees that it shall in no event act in any manner as may adversely affect the inflow of monies into the Escrow Account.
- Any deposit made into the Escrow Account under this Agreement shall be b. irrevocable, which shall be retained therein and be treated for all purpose of this Agreement as part of the Escrow Account.
- The Borrower hereby irrevocably authorizes the Escrow Agent to pay and to C. transfer the funos from the Escrow Account with the Escrow Agent as per the written instructions of the Lender from time to time.

5. Duties of Escrow Agent:

Lender and shall not be subject to any other term or document, to which Escrow Agent is not a privity to.

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- 5.2 It is understood that the Escrow Agent's only duties and responsibilities shall be to receive the funds deposited by the Borrower/Purchaser, credit the said funds to the escrow account and make payments as per the written instructions of the Lender.
- 5.3. No implied duties or obligations shall be cast on the Escrow Agent or read into this Agreement against the Escrow Agent. Save and except this Agreement, the Escrow Agent shall not be deemed to be aware of or bound by the provisions of the said Loan agreement or any other agreement between the Borrower and the Lender or any third party. Escrow Agent shall incur no liability whatsoever to any party hereunder arising out of or in connection with the Escrow Agreement established.
- 5.4 The parties hereby agree that, except for adhering to the written instructions of Lender, the Escrow Agent is not bound, liable nor responsible for any calculation of funds.
- Notwithstanding anything to the contrary in this Agreement, the Escrow Agent shall not, in any event be liable for any failure or delay in the performance of its obligations under this Agreement if it is prevented from so performing its obligations by any existing or future law, order or regulation of a governmental, supranational or regulatory body, regulation of the banking or securities industry, any existing or future act of governmental authority, the lack of any requisite consent, license, approval, authorization, registration, declaration or filing, Act of God, flood, war (whether declared or undeclared), terrorism, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any telecommunication or money transmission system or any reason which is beyond the control of the Escrow Agent and/or for any losses.
- 5.6 The Escrow Agent may, in the absence of bad faith or wilful negligence on its part, rely upon the authenticity of any communication or documents believed by it to be authentic.
- The parties hereto further agree and acknowledge that, notwithstanding anything contained in this Agreement, the Escrow Agent shall be within its rights to release the amount lying in the Escrow Account in the event if the Escrow Agent is in receipt of garnishee order(s)/attachment or any other order(s) issued by any court/statutory authority and the parties hereby agree that none of the said parties shall have any right/claim against the Escrow Agent in this regard.
- The Escrow Agent shall be entitled to refrain from taking any action if in the reasonable determination of the Escrow Agent, the instruction given by Lender is uncertain or ambiguous or incorrect, provided that the Escrow Agent promptly but in no event later than three (3) days after the receipt of any such instruction, notifies the Lender, of such uncertainty or ambiguity or incorrectness and until such time as the aforesaid ambiguity or incorrectness is resolved, the Escrow Agent shall not be required to take action in accordance with such instruction as aforesaid, and shall be protected from any liability in connection there with.
- Representation and Warranties.

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The Borrower hereby represents and warrants that

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- i. the Borrower has all the requisite legal power and authority to execute this Agreement and to carry out the terms, conditions and provisions, hereof, and to carry out the terms, conditions and provisions hereof.
- ii. this Agreement constitutes the valid, legal and binding obligations of the Borrower enforceable in accordance with the terms hereof;
- there are no actions, suits or proceedings pending or, to Borrower's knowledge, threatened against or affecting the Borrower before any court or administrative body or arbitral tribunal which might materially or adversely affect the ability of the Borrower to meet and carryout the obligations under this Agreement.
- iv. The execution and delivery of this Agreement by the Borrower has been duly authorized by all requisite action, and will not contravene any provision of, or constitute a default under, any other arrangement or instrument to which it is a part or by which it or its property may be bound;
- b. The Escrow Agent warrants with the Lender and the Borrower that the Escrow Agent is carrying its banking business under the license issued by the Reserve Bank of India and validly existing under the laws of India and has all requisite legal power, authority and resources to enter into this Agreement and to perform its duties and obligations there under.
- c. Each of this Agreement and the loan Agreement constitutes the valid, legal and binding obligations of the Borrower enforceable in accordance with the terms of this Agreement and the loan agreement respectively.
- d. There are no action, suits or proceedings pending or threatened, against or affecting the Escrow Agent before any court or administrative body or arbitral tribunal that could reasonably be expected to affect adversely and materially the ability of the Escrow Agent to perform its duties and obligations under this Agreement.

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Lender, its assets or its business of (ii) the Lender's constitution or other documents or any indenture, contract or agreement to which it is party or by which it or its property may be bound.

7. Undertaking of the Borrower.

The Borrower agrees and undertakes that it shall not open new account for collecting the proceeds of its sale of flats/units in the various projects financed by the Lender and that no lien shall be created on the monies payable by the purchasers of the said flats/units.

8. Expenses

The Borrower agrees to pay or reimburse all expenses of the Escrow Agent (including reasonable expenses for legal services of any kind) in respect of, or incidental to, the enforcement of any of the provisions of this Agreement, in connection with any stamp duty or tax required to be paid by the Lender under this Agreement or any other Deed/Instrument necessary to be executed/entered or with respect to amendment, waiver or consent relating to this Agreement.

9. Indemnity

The Borrower and Lender hereby jointly and severally agree to protect, defend, indemnify and hold harmless the Escrow Agent and its respective Directors, Officers, Agents and Employees (each as "Indemnified Party") against any and all costs, charges, losses, claims, damages, disbursements, liabilities and expenses, including legal/litigation costs and attorney's fees as specifically stated in this Agreement, which may be imposed upon or incurred by Escrow Bank in connection with its acceptance of, or appointment as, Escrow Agent hereunder, or in connection with the performance of its duties hereunder, including any litigation arising out of this Agreement or involving the subject matter hereof except in the event of Escrow Agent's gross negligence or willful misconduct. The Escrow Agent shall have no liability towards either of the said parties for any loss or damage that either of the parties hereto may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof unless eccasioned by the gross negligence or willful misconduct of the Escrow Agent. In ho event shall the Escrow Agent be liable for losses or delays resulting from computer malfunction, interruption of communication facilities or other causes beyond Escrow Agent's reasonable control or, for indirect, special or

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consequential damages. The Indemnity in this clause shall survive the termination of this Agreement, or the resignation or removal of the Escrow Agent.

10. Miscellaneous.

- No amendment or waiver of any provision of this Agreement shall in any a. event be effective unless the same shall be in writing and signed by the Lender on instructions from the Lender, the Borrower and subject to acceptance of the Escrow Agent and such amendment, waiver or consent shall be effective only in the specific instance and for the specified purpose for which it was given.
- Except as otherwise expressly provided herein, all notices or other b. communications to or upon the parties hereto shall be given or made by registered mail, fax or recognized courier service to the respective addresses of the parties as defined below.

B & C Estates 5-4-187/3&4, 2nd Floor. Soham Mansion, M.G.Road. Secunderabad-500003

Registered Office

LIC Housing Finance Ltd., Bombay Life Building, 2nd Floor, 45/47, Veer Nariman Road, Mumbai – 400 001,

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Regional office

LIC Housing Finance Ltd 304 & 305, 3rd Floor, Maitrivanam (HUDA).

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- c. All notices or communications given by or made as aforesaid by registered mail with acknowledgement shall be deemed to have been duly given only on actual receipt of notice by the parties.
- d. Any party may provide the notice change of 7 days change the address and/or address to which such notices and communications to it are to be delivered
- e. The Borrower further requests the Escrow Agent that upon the instruction of Lender the Escrow Agent would unconditionally act upon the same pertaining to the said Escrow Account including submission of transaction, details of Escrow Account, freezing of the account, transferring the entire credit balance under the Escrow Account to Lender and permitting withdrawal or debit only after receiving written consent from the Lender and thereafter intimate the Borrower.
- f. The Borrower further requests the Escrow Agent not to close this Escrow Account unless a written intimation from Lender is received by the Escrow agent.

This Agreement is intended solely for the benefit of the Lender, the Escrow Agent and the Borrower and no other person shall have any rights thereunder.

g. EXPENSES

BORROWER and the LENDER shall bear and pay upfront in equal proportion all the costs, charges and expenses including the fees of the Escrow Agent's Advocate/s that may be incurred by the Escrow Agent on account of any litigation arising out of or in connection with this Agreement and the Escrow Agent shall not be required or or in connection with this Agreement and the Escrow Agent shall not be required or any such costs and expenses. In the event the Escrow Bank, without prejudice to its rights herein, happens to incur any such costs, charges and expenses (including fees of Escrow Agent's Advocate/s), the same shall be reimbursed by the Betrower and Lender to Escrow Bank in equal proportion immediately upon demand from the Escrow Agent without raising any dispute (Since

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escrow agent within the notice period the escrow agent shall on the expiry of the notice period transfer the amount lying to the credit of the escrow account to the lender's account. The escrow agent shall in no way be liable for any losses that may have been incurred due to such act of appointment or resignation

- Any successor Escrow Agent appointed as provided in this Section shall execute, acknowledge and deliver to the Lender, the Borrower and to its predecessor Escrow agent an instrument accepting such appointment, such successor Escrow agent without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, as if it was originally named as Escrow agent
- ij. provided that, on the written request of the Lender, the Escrow agent ceasing to act shall, upon receipt of all amounts then due, execute and deliver an instrument or instruments transferring and assigning to such successor Escrow agent (without obligation to indemnify such successor Escrow agent) all the rights and powers of the Escrow agent so ceasing to act; and
- Upon the request of any such successor Escrow agent , the Borrower ΪΪ. shall execute any and all instruments in writing in order more fully and certainly to vest in and confirm to such successor Escrow agent all such rights and powers.
- This Agreement expressly sets forth all the duties of the Escrow Agent with respect 12. to all the matters pertinent hereto. No implied duties or obligations shall be read into this Agreement against the Escrow Agent. The Escrow agent will not be bound by the provisions of any other agreement entered into amongst the parties hereto except this Agreement.

The parties to this agreement shall be bound by Indian Laws and submit to the 13. exclusive jurisdiction -of Courts at Secunderabad.

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there are no standard escrow fees, pls provide the following info to calculate the same: a) what is the tenure of the arrangement b) what are the number, nature and volume of receivables expected in a month? c) what are the number, nature and volume of payments expected in a month?)

The Borrower further agrees and undertakes to pay or reimburse to (ii) Escrow Agent immediately on demand without any dispute all costs, charges and expenses arising out of or in connection with this Escrow Agreement (including but not limited to opening up of Escrow Account of the Borrower and costs, charges and expenses as stated in the foregoing paragraph) or incidental to the enforcement of any of the provisions of this agreement or in connection with any stamp duty, statutory taxes, charges, duty, etc. or duty required to be paid by Escrow Agent under this agreement or with respect to amendment, waiver or consent relating to this agreement.

11. Termination

- If at any time all the obligations owing to the Lender have been indefeasibly a. paid/adjusted in full and the Lender Agreement shall have been terminated, then this agreement shall cease to be of further effect and the Escrow Agent shall on intimation from the Lender release its lien on the Escrow Account, and thereafter the funds remaining in the Escrow Account shall be transferred to the account nominated by the Borrower.
- Either Escrow Agent or the Lender may, by giving Ninety (90) days notice in þ. ' writing, terminate this Agreement and upon such notice, this Agreement shall stand cancelled. Under any circumstance, the Borrower is not entitled to and cannot terminate this Agreement.

Lender may, by not less than Ninety (90) days prior notice to the Escrow Agent terminate this Agreement and appoint one or more Account Agent(s) for transfer of the amounts deposited in the Escrow Account to a new Account that may be established with the successor Escrow agent(s).

In case the escrow agent retires by giving 90 days notice to the parties, the parties shall within the notice period appoint any other escrow agent to perform

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For B & C ESTATES

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

THE SEAL of M/s B & C Estates Within named Borrowe and signed by For B & ror B

For B & C ESTATE For B&G P_{artner}

Mr. Soham Wanaging Partierer

Authorised person has signed/countersigned these presents in token thereof.

SIGNED AND DELIVERED by the within named Lender through its duly authorized official Mr. in the presence of

For LIC HOUSING FINANCE LTD.

ed Signator

SIGNED AND DELIVERED by the withinnamed Escrow Agent through its duly authorized official Mr. in the presence of FOR HDFC BANKLTD.

Authorised Signatory

Name: A. DURGA PRASAD RAG

Employee Code: A0397

Designation : Branch Manager : Secundorahadin- (0032)

SIGNED AND DELIVERED by the within named Lender anch through its duly authorized official Mr. in the presence of