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**ESCROW ACCOUNT AGREEMENT**

THIS ESCROW ACCOUNT AGREEMENT (the "Agreement") is made at \_\_\_\_\_ on this \_\_\_\_\_ day  
\_\_\_\_\_ by and between (x) \_\_\_\_\_ of

Mr./Miss./Mrs. \_\_\_\_\_ aged \_\_\_\_\_ years, son of/  
wife of/ daughter of \_\_\_\_\_ residing at \_\_\_\_\_

**OR**

Mr./Miss./Mrs. \_\_\_\_\_ aged \_\_\_\_\_ years,  
son of/wife of/ daughter of \_\_\_\_\_ at present carrying on the business of \_\_\_\_\_  
\_\_\_\_\_ as sole proprietor under the name and style  
of \_\_\_\_\_ at \_\_\_\_\_

**OR**

| Name of Partners | Son/daughter/wife of | Aged  |
|------------------|----------------------|-------|
| 1 _____          | _____                | _____ |
|                  | years. 2 _____       | _____ |
|                  | years. 3 _____       | _____ |
|                  | years. 4 _____       | _____ |
|                  | years. _____         | _____ |

at present carrying on the business of \_\_\_\_\_ in \_\_\_\_\_ partnership  
under the name and style of \_\_\_\_\_ at \_\_\_\_\_

**OR**

Shri \_\_\_\_\_, aged \_\_\_\_\_  
years, son of \_\_\_\_\_ as the Karta of his joint family  
carrying on \_\_\_\_\_



*[Handwritten signature]*

the Hindu Undivided Family business of \_\_\_\_\_ as joint family business under the style of \_\_\_\_\_ at \_\_\_\_\_

OR

\_\_\_\_\_ an  
association/society/trust registered under the prevalent Societies Registration Act/ prevalent Co-operative Societies Act/Indian Trust Act, 1882 and having the Registered Office at \_\_\_\_\_

\_\_\_\_\_ and at present carrying on the business of \_\_\_\_\_  
at \_\_\_\_\_

OR

\_\_\_\_\_, a Company  
incorporated under the Companies Act 1956 and having its Registered Office at \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as **"the Borrower"**

(which

expression shall, unless repugnant to the context hereof, include, wherever applicable, the partners of the said firm, his/her/their respective heirs, executors, administrators' representatives, successors and permitted assigns/its successors and permitted assigns respectively) of the ONE PART;

AND

ADITYA BIRLA FINANCE LTD. a company incorporated under the Companies Act, 1956 and having its Registered Office at Indian Rayon Compound, Veralval, Gujarat 362 266 and acting through one of its branches / offices situated at \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the **"ABFL" or "Lender"** which expression shall,

unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, and permitted assigns), of the SECOND PART;

AND

\_\_\_\_\_ Limited, a company incorporated under the Companies Act, 1956 and a banking company under the Banking Regulation Act, 1949 having its Registered Office at xxxxxxxxxxxx, Ahmedabad - 380 006 and \_\_\_\_\_ acting through one of its branches/offices at \_\_\_\_\_ (hereinafter referred to as the **"Escrow Account Bank" or "Escrow Agent"** which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns) of the THIRD PART.

**The Party of the First Part, the Party of the Second Part and the Party of the Third Part are hereinafter referred to individually as 'Party' and collectively as 'Parties'**

## WHEREAS

- a) The Borrower has absolute right, title and ownership over the premises more particularly described in the Agreement dated \_\_\_\_\_ which has been leased out/given on leave and license/rent/use to the lessee/licensee tenant/occupier (the "Lessee") (the "Lease Agreement") in terms of which the Borrower shall receive Receivables (as defined below) under the Lease Agreement;
- b) The Borrower has requested ABFL for grant of a Facility or a facility (the "Facility") to the Borrower and ABFL has agreed to grant the same on terms and conditions mentioned in the Sanction Letter dated \_\_\_\_\_ entered into between the Borrower and ABFL

(Sanction Letter and the said Facility Agreement are hereinafter collectively referred to as the "Facility Agreement");

- c) One of the conditions in the Facility Agreement is that the Receivables payable by the Lessee to the Borrower in terms of the Lease Agreement shall be paid and deposited by Lessee directly into the Escrow Account and on the Payout Date the Escrow Account Bank shall transfer the Designated Amount to the Designated Account on the next business day of receipt of such collection, subject to availability of sufficient balance in the Escrow Account.
- d) The Borrower shall obtain the written consent of the Lessee vide a letter to be issued (the "Consent Letter") by the Borrower to the Lessee to deposit into the Escrow Account on the respective due dates, the said Receivables; as provided for in the Lease Agreement and the same shall give a valid discharge to the Lessee for payment thereof;
- e) Pursuant to the Agreement, the parties hereto have agreed to enter into an agreement, being these presents, to operationalise and record the aforesaid arrangements;

## IT IS NOW THEREFORE AGREED AS UNDER

### SECTION 1 DEFINITIONS

- a) In addition to the expressions defined hereinbefore, the expressions used in this Agreement shall have, unless the context or meaning thereof otherwise requires, the meanings assigned to them respectively hereunder:

**"Affiliates"** shall mean and include any entity that controls, is controlled by, or is under the common Control with Aditya Birla Finance Limited.

**"Authorised Signatory"** means an individual duly authorised by a Board Resolution in case if the Borrower is a Company/ Partnership Authority Letter executed by all the partners in case the Borrower is a Partnership Firm/ Authority Letter executed by all the coparceners in case the Borrower is an HUF/Power of Attorney executed by all the trustees in case the Borrower is a Trust.

In case of ABFL the authority conferred by a Board Resolution to act in respect of any of the matters pertaining to this Agreement including, in case of ABFL, the authority to operate the Escrow Account.

**"Business Day"** means a day on which scheduled commercial banks are open for business in Mumbai.

**"Control"** means, as applied to any person, the power or right to, directly or indirectly (i) direct or cause the direction of the management of that person, (ii) direct or cause the direction of the policy decisions exercisable by that person, or (iii) nominate for appointment the majority of the directors on the board of directors of that person, by virtue of ownership of voting securities or management rights or contract or in any other manner.



**"Designated Account"** means an account opened as Account No\_\_\_\_/ to be opened with the Escrow Account Bank in the name of ABFL for the purpose of transferring the Designated Amount on the instructions of ABFL alone on the Payout Date for repayment of the Facility.

**"Designated Amount"** means the amount being equivalent to the EMI or any other dues payable under the Facility Agreement which the Escrow Account Bank shall transfer from the Escrow Account to the Designated Account on the Payout Date on the instructions given by ABFL alone in the form and manner set out in Annexure I of this Agreement, subject to availability of sufficient balance in the Escrow Account.

**"Escrow Account"** means a current account opened / to be opened with the Escrow Account Bank by the Borrower, for the purpose of depositing into the account the Receivables under the Lease Agreement payable to the Borrower by the Lessee.

**"Escrow Funds"** means the amount lying deposited in the Escrow Account at any time.

**"Escrow Period"** means period of time until all the amounts due by the Borrower to ABFL are paid to ABFL and ABFL intimates the Escrow Account Bank that the Escrow Account is to be closed.

**"Excluded Amount"** means the balance amount in the Escrow Account after paying the Designated Amount to ABFL which may be returned to the Borrower in the manner prescribed in this Agreement.

**"Payments"** means payments of the Receivables.

**"Payout Date"** means such Business Day on which payment of the Designated Amount shall be made by the Escrow Account Bank to Designated Account as intimated by ABFL in the form and manner set out in Annexure I hereto, subject to availability of sufficient balance in the Escrow Account.

**"Party"** means a party here to.

**"Receivables"** means the rent or compensation payable on the\_\_\_\_day of every month by the Lessee to the Borrower in accordance with the terms of the Lease Agreement.

All the other expressions used, and not defined herein, but defined in the Lease Agreement or Facility Agreement shall, unless the context or meaning thereof, requires otherwise, carry the same meanings herein as are respectively assigned to them therein.

## SECTION 2

### ESTABLISHING AND MAINTAINING THE ESCROW ACCOUNT

- a) The Borrower agree and undertake that the Borrower shall, establish and maintain at all times, the Escrow Account with the Escrow Account Bank, for the purpose of depositing the Receivables as when received in terms of the Lease Agreement, until all the payments to be made by the Borrower under the Facility Agreement shall have been made in full by the Borrower to ABFL and the Escrow Account Bank agrees to be appointed as the escrow agent, and perform the obligations, duties and functions and provide the services and arrangements to be performed and provided by the Escrow Account Bank, in the manner

- b) The Escrow Account shall be a distinct and separate account of the Borrower and the Borrower shall have no right to withdraw, assign or encumber in any manner howsoever the Receivables for any purpose other than the purposes mentioned herein. The Excluded Amount if any available in the Escrow Account will be paid to the Borrower only on instructions of ABFL as decided by ABFL in its sole discretion. This shall not be deemed or construed that ABFL has waived any rights and / or claims over the Receivables under the Facility Agreement or this Agreement.
- c) The Borrower shall not at any time, and in any event, act in a manner which could be detrimental to the inflow of monies into the Escrow Account from the Lessee including but not limited to getting the Consent Letter modified/amended in any manner.
- d) The Borrower agrees and undertakes to issue irrevocable and unconditional instructions vide the Consent Letter.
- e) Any Payments made into the Escrow Account under this Agreement shall be irrevocable, and the Borrower shall have no right with respect to the Escrow Funds, except as specifically provided for herein.
- f) If for any reason the Lessee makes payment of any amount forming part of the Receivables, either by cheque or by direct payment to the Borrower, the Borrower shall hold the same in trust for and on behalf of ABFL and shall deposit such cheques and transfer the amounts so received, as the case may be, forthwith upon receipt thereof to the Escrow Account.

The Designated Amount out of the Escrow Fund shall be transferred on the Payout Date by the Escrow Account Bank to the Designated Account in accordance with the provisions of this Agreement and no other party except for ABFL shall have the right to give written instructions to the Escrow Account Bank with respect to the Escrow Account.

### SECTION 3

#### 1. OPENING OF THE ESCROW ACCOUNT

- 1.1. Prior to the execution of this Agreement, the Borrower shall have completed, executed and delivered to the Escrow Account Bank all such forms, documents and writings required by the Escrow Account Bank, to open the Escrow Account and to maintain and operate the same in accordance with the terms of this Agreement.
- 1.2. The Escrow Account Bank has, prior to the execution of this Agreement opened/made functional the Escrow Account on receipt of the relevant forms and documents from the Borrower and the funds being deposited thereafter in such Escrow Account shall be available to ABFL immediately upon execution of this Agreement and no person other than ABFL, shall have any right, title, claim, or security interest over the Escrow Funds and the Escrow Account, which shall be held and be exclusively available for the benefit of ABFL and shall be utilised and /or operated only as per the terms of this Agreement.

#### 2. ESCROW ACCOUNT BANK

2.1. The Escrow Account Bank hereby agrees to

- a) Maintain the Escrow Account in the name of the Borrower in accordance with this Agreement and on the



Account;

- b) Save as specifically provided in these presents, maintain the Escrow Account in accordance with the terms and conditions contained herein;
  - c) Keep proper accounts relating to the Escrow Account in its books of accounts;
  - d) Waive any right of set off or counterclaim or lien or any charge which it may have, from time to time, over the amounts from time to time, standing in the Escrow Account and shall deliver, from time to time, such other information or certificates as are reasonably requested for by ABFL;
- 2.2. Until an order from a competent court or governmental or regulatory or statutory authority is obtained to the contrary, continue to, on the Payout Date transfer the Designated Amount to the Designated Account.
- 2.3. The Escrow Account Bank hereby acknowledges that ABFL has the sole dominion and control over the Escrow Account and agrees that it shall not release any Escrow Funds to any other person, institution, bank, partnership or other entity except in accordance with the instructions received from ABFL or as may be required by applicable law.
- 2.4. The Escrow Account Bank shall, from time to time, upon request by ABFL or the Borrower (as the case may be), notify ABFL or the Borrower the aggregate balance of the Escrow Account and such other related information as ABFL or the Borrower may reasonably request.
- 2.5. The Escrow Account Bank hereby agrees that ABFL shall not be responsible for and shall have no liability with respect to any fees, charges or expenses incurred by the Escrow Account Bank in connection with the Escrow Account and this Agreement, it being understood and agreed that the Escrow Account Bank shall be paid by the Borrower alone any such fees, charges or expenses (if any) and the Borrower alone shall be liable for discharge of the same. The Escrow Account Bank shall inform the Borrower at the time of opening the Escrow Account of any such fees, charges or expenses that shall be paid by the Borrower up-front at the time of opening of the Escrow Account and/or as may be demanded by the Escrow Account Bank from time to time.
- 2.6. The Escrow Account Bank agrees that it shall not vary, amend, modify or assign its obligations under this Agreement without the prior written consent of ABFL.
- 2.7. The Escrow Account Bank will receive all written instructions only from ABFL on behalf of the Borrower. The specimen signatures of ABFL's authorised signatories shall be as already available with the Escrow Account Bank under any other account opened with the Escrow Account Bank in name of ABFL or as made available by ABFL to the Escrow Account Bank from time to time and ABFL may change such signatories only by an appropriate notice in writing duly supported by a certified copy of its Board Resolution to the Escrow Account Bank alone.



## SECTION 4

### OBLIGATIONS OF THE ESCROW ACCOUNT BANK

The Escrow Account Bank agrees that it shall:

- a) Act only in accordance with and under instructions of ABFL in connection with the operation of the Escrow Account;
- b) Not have any lien on or be entitled to assert a general claim on the monies in the Escrow Account;
- c) Hold all monies and payment received under and with respect to the Lease Agreement and under this Agreement, in trust and for the purposes for which they were received, and shall be segregated from all its other funds and property;
- d) Always keep ABFL or the Borrower informed about all the transactions effected out of the Escrow Account;
- e) Use the funds lying in the Escrow Account only in accordance with the clauses herein.
- f) All the Parties to this Agreement agree that the Escrow Account Bank shall not be liable for any action or for the performance of its duties done in good faith as specified herein. No implied duties shall be read into the Agreement herein contained against the Escrow Account Bank, and the Escrow Account Bank shall not be bound to act in any manner not expressly provided herein, or to act on any instructions to the contrary as provided herein.
- g) The Escrow Account Bank undertakes to perform only such duties as are expressly set forth herein. The Escrow Account Bank is neither aware of the contents of nor is a party to any other agreement executed between the other Parties hereto. The Escrow Account Bank shall have no liability or duty to inquire as to the provisions of any agreement other than this Agreement. The Escrow Account Bank may rely upon and shall not be liable for acting or refraining from acting upon any written instructions of ABFL to it hereunder and believed by it to be genuine. The Escrow Account Bank shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document or any document purported to have been signed by or on behalf of the borrower.
- h) The Escrow Account Bank will not be required to institute or defend any action involving any matters referred to herein or which affect it or its duties or liabilities hereunder.
- i) The Escrow Account Bank shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of its counsels, accountants or other skilled persons. In the event that the Escrow Account Bank shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and inform the Lender and seek further advice on such issue, if any.
- j) The Escrow Account Bank shall not be required to perform any of its obligations under the Agreement if such performance would result in the Escrow Account Bank being in breach of any law, regulation, ordinance, rule, directive, judgment, order or decree binding on the Escrow Account Bank.
- k) The Escrow Account Bank 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. In no event shall the Escrow Account Bank be liable for losses or delays resulting from computer malfunction, interruption of communication facilities or other causes beyond Escrow Account Bank's reasonable control or for indirect, special or consequential damages.

*K. Akhilesh*  
*A. Khanna*  
ABFL  
HENDERSON

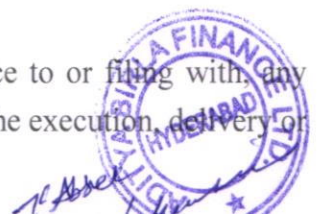
- l) It is expressly agreed by and between the Parties hereto that the Borrower shall bear and pay upfront all the costs, charges and expenses including the fees of the Escrow Account Bank's advocate/s that may be incurred by the Escrow Account Bank on account of any litigation arising out of or in connection with this Agreement and the Escrow Account Bank shall not be required or liable to bear or pay any such costs and expenses. In the event the Escrow Account Bank, without prejudice to its rights herein, happens to incur any such costs, charges and expenses (including fees of Escrow Account Bank's advocate/s), the same shall be reimbursed by the Borrower to Escrow Account Bank immediately upon demand from the Escrow Account Bank without raising any dispute. The Escrow Account Bank agrees that the ABFL shall have no responsibility for such fees or other payments and the Escrow Account Bank shall not be allowed to have any claim on the monies in the Accounts in relation to such fees and other payments.
- m) All the instructions given in writing by ABFL shall be conclusive and binding and the Borrower shall not object to the same, accordingly the Escrow Account Bank shall act only as per such instructions given by the ABFL and in accordance with this Agreement no implied obligation is cast on the Escrow Account Bank.
- n) In the event of any ambiguity or uncertainty under this Agreement or in any notice, instruction or other communication received by the Escrow Account Bank under this Agreement, the Escrow Account Bank may, in its sole discretion, refrain from taking any action and inform the Borrower and seek further advice on such issue, if any.
- o) Any act to be done by the Escrow Account Bank shall be done only on a Business Day, during normal banking business hours, and in the event that any day on which the Escrow Account Bank is required to do an act under the terms of this Agreement is not a Business Day, then the Escrow Account Bank shall do those acts on the next succeeding Business Day.
- p) The Escrow Agent hereby agrees and undertakes as under to enable the Lender to view and transfer funds via the Escrow Account online, the Escrow Agent shall provide a user ID and password to the Lender with access for viewing and performing payment transactions on the Escrow Account online. Lender has all the rights to View, Transact and Download the statements Online through Corporate Internet Banking for all the Escrow accounts opened till date as per the terms of this Agreement. The Borrower shall also have the right to view the statements of the Escrow Account online with limited access to view only.

## SECTION 5

### REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrant as follows:

- a) He/It has power to open and maintain the Escrow Account and has taken all necessary action required to authorize the opening of and maintaining the Escrow Account upon the terms referred to herein and or the execution and delivery of such documents which are considered necessary by the Escrow Account Bank;
- b) This Agreement has been duly executed and delivered by the Borrower and he/it has all requisite power and authority to execute and to deliver this Agreement. This Agreement constitutes the legal, valid and binding obligations of the Borrower in accordance with its terms;
- c) No consent of any other person and no approval or other action by, and notice to or filing with, any Governmental authority or regulatory body or other third party, is required for the execution, delivery or performance of this Agreement;



d) He/it is not aware of any legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending by or against it which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transaction contemplated hereunder.

e) The Escrow Account Bank represents and warrants as under:

The Escrow Account Bank undertakes not to poach the Borrower(s) of ABFL whose details ABFL has shared with Escrow Account Bank for opening Escrow Accounts, neither cross sell any products listed here - Loan Against Property, Lease Rent Discounting, Construction Finance and Purchase of Property within the minimum lock-in period of 24 months from the date of this Agreement. The Escrow Account Bank also states not to share the Borrower(s) information with any of its subsidiary, holding or any associate Company within the group for cross-sell of the products mentioned above.

Despite this if any poaching is evidenced same will be treated as Dispute and same will be settled in court of law.

Provided however, that Escrow Account shall not be restricted / have any obligation under this sub-clause (d) where the Borrower(s) and / or customers of ABFL are existing customers of Escrow Account Bank as on the date of this Agreement.

f) The Escrow Account Bank is licensed under the Banking Regulation Act, 1949 and validly exists under Law and has all requisite legal powers and authority to enter into this Agreement and to perform its duties and obligations in the manner contemplated herein.

g) There are no orders from any court restraining the Escrow Account Bank from performing its obligation under this Agreement.

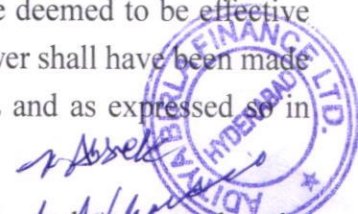
h) There are no conditions precedents to the effectiveness of this Agreement applicable to the Borrower that has not been satisfied.

## SECTION 6

### OBLIGATIONS OF ABFL

a) After all payments under the Facility Agreement, shall have been paid in full and all obligations of the Borrower under the Facility Agreement shall have been fully, completely and absolutely discharged to the full satisfaction of ABFL and as expressed so in writing by ABFL, the interest hereby created on the Escrow Funds in the Escrow Account in favour of ABFL shall stand released and the Escrow Account Bank shall, after setting off or adjusting any amount payable to itself for its claim for reimbursement for costs, expense and other amounts, transfer/make payment of all sums in the Escrow Account to the Borrower.

b) It is the intention of the Parties and the Parties hereby expressly agree that notwithstanding the termination of this Agreement as aforesaid or otherwise howsoever, this Agreement shall be deemed to be effective and enforceable in accordance with its terms until all payments from the Borrower shall have been made in full to ABFL under the Facility Agreement to the full satisfaction of ABFL and as expressed so in writing by ABFL.



Escrow Account Bank is required to transfer to the Designated Account on each Payout Date. The Escrow Account Bank shall act strictly in accordance with such intimation subject to availability of sufficient funds in the Escrow Account.

## **SECTION 7**

### **AMENDMENTS, WAIVERS ETC.**

No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Borrower here from, shall in any event be effective unless the same shall be in writing and signed by ABFL, and it is clarified that such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

## **SECTION 8**

### **LIMITATION OF LIABILITY AND INDEMNITY**

The Parties hereto agree that the liability of the Escrow Account Bank shall be limited as set out below:

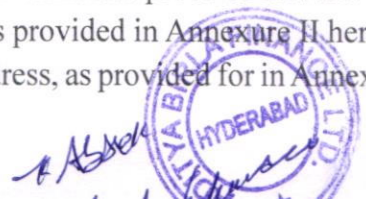
- a) The duties of the Escrow Account Bank are as expressly set out in this agreement. No implied duties or obligations shall be read into this Agreement against the Escrow Account Bank. The Escrow Account Bank shall further not be bound by the provision of any other agreement between ABFL and the Borrower.
- b) The Borrower agree to indemnify and hold harmless the Escrow Account Bank from and against any and all claims, demands, suits including legal/litigation costs and attorney's fees and other proceedings made or instituted by any of the parties hereto and /or third parties for or in connection with the Escrow Account and any matter relating thereto or arising under or by virtue of this Escrow Agreement and from any loss, damage, cost, charges and expenses paid, incurred or suffered by the Escrow Account Bank arising out of this Agreement.

The Escrow Account Bank shall not be liable in any manner if there is any shortfall in the Escrow Account on the Payout date.

## **SECTION 9**

### **ADDRESSES FOR COMMUNICATION /INSTRUCTIONS AND NOTICES**

The Parties agree that any notice by way of request, demand or otherwise required to be served hereunder shall be sufficiently served if addressed and transmitted to the address given in Annexure II of this Agreement and left at such address or place or forwarded to them by registered post or by courier or by any other means of transmission of documents like fax message or electronic mail service at the address or place aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of registered post addressed properly and it shall be sufficient to prove that the envelope containing the notice was posted by registered post and if sent by courier or fax or electronic mail then delivery confirmation slip, fax / electronic mail confirmation message, as the case may be, shall be sufficient proof of service. The Parties agree to inform the other two, in writing, any change in its address as provided in Annexure II herein, immediately on any such change occurring, failing which, the last known address, as provided for in Annexure II herein, shall be deemed to be correct address.



## **SECTION 10**

### **TERM**

The Escrow Account shall remain in force for the Escrow Period and the agreement shall automatically terminate upon the end of the Escrow Period. Notwithstanding anything contained in this Agreement, the Borrower and ABFL unconditionally agree and unequivocally confirm that the Escrow Account Bank shall have the right to exit / resign, without assigning any reason whatsoever, from this Agreement or terminate this Agreement by giving 45 days' notice in writing to the Borrower and ABFL . Upon expiry of the aforesaid notice period, the Escrow Account Bank shall, transfer the amount/s lying in the escrow account to such account as may be designated by ABFL and the Borrower, and the Escrow Account Bank shall stand discharged / released from all its obligations under this Agreement.

## **SECTION 11**

### **GOVERNING LAW**

This Deed shall be governed by and construed in accordance with Indian law.

### **JURISDICTION**

In respect of any dispute arising out of this agreement, which involves the Escrow Account Bank or to which the Escrow Account Bank may be a Party or in which the Escrow Account Bank may be concerned, the Parties agree to submit to the exclusive jurisdiction of the competent courts in-----.

## **SECTION 12**

### **ARBITRATION**

- a) The Parties agree and acknowledge that in case of any dispute or difference arising out of or in connection with this Agreement whether during its subsistence or thereafter between the parties including any dispute or difference relating to the interpretation of the Agreement or any clause thereof shall be settled by arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996, or an statutory modifications thereof and shall be referred to a sole arbitrator, to be appointed by ABFL alone.
- b) It is agreed between the Parties hereto that nothing contained in Section 17 of Arbitration and Conciliation Act, 1996 shall in any way, affect the right of, or preclude ABFL to/from seek/seeking such interim relief/s in the Court of competent jurisdiction, including interim reliefs under Section 9 of the said Act and the Rules framed thereunder.
- c) The venue for conducting arbitration proceedings shall be Mumbai, India.
- d) The language of arbitration shall be English.
- e) The award of the arbitrator shall be a speaking award and shall be final, conclusive and binding on all the parties to the arbitration whether on question of law or of fact.
- f) In the event of death, refusal, negligence, inability, incapability of the person so appointed to act as the Arbitrator, another arbitrator shall be appointed by ABFL alone to act as the Arbitrator.



## SECTION 13

### FORCE MAJEURE

None of the Parties to this Agreement shall be held liable for any delay of or failure to comply with any of the terms of this Agreement, nor shall any such delay or failure be deemed a default when such delay or failure has been caused primarily by any circumstances beyond the reasonable control and without the fault of the Party affected, including but not limited to fire, war, insurrection, government restrictions, act of terrorism, earthquakes, or act of God or such other event which is beyond the control of a Party ("Force Majeure Event"), provided that such affected Party uses due diligence to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement.

## SECTION 14

### EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts and each, of which when so executed, shall be deemed to be an original and all of which taken together shall be deemed to be an original, but all such counterparts put together shall constitute one and the same instrument.

IN WITNESS WHEREON, the Parties hereto and caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorised as of the date first above written.

#### Signed and delivered by ABFL

Authorised Signatory \_\_\_\_\_ (x)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

#### Signed and delivered by the Escrow Account Bank

Authorised Signatory \_\_\_\_\_ (x)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

#### Signed and Delivered by the Borrower

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



| Borrower Entity            | Details required with signatures                                                                                                      |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Company                    | Common seal, Regd. Address, Board Resolution date, name and sign of director/officer/employee and Witness.                            |
| Partnership Firm           | Name, place of business, name of signing partners, Witness. Please note that all partner(s) other than minor partners are named here. |
| Individual/Proprietorship  | Name of individual along with name of Proprietorship firm (if any).                                                                   |
| Trust                      | Name, place of business, name of signing trustees, witness.                                                                           |
| Society                    | Name, place of business, name of signing member, witness.                                                                             |
| HUF                        | Name, place of business, Karta, Witness.                                                                                              |
| Co-Borrower (Individual/s) | Name, address.                                                                                                                        |

*A. K. Kulkarni*  
*A. K. Kulkarni*  


**Annexure I Format of Instruction**

Date: \_\_\_\_\_ To \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Sub: Facility under the Facility Agreement dated \_\_\_\_\_ and the Sanction Letter dated \_\_\_\_\_ (the "Facility"). (x)**

We refer to the Escrow Account Agreement dated \_\_\_\_\_. Pursuant to the same, we request you to transfer the funds from the Escrow Account No. \_\_\_\_\_ as set out below: (x)

1. Amount /Designated Amount: INR \_\_\_\_\_ (INR \_\_\_\_\_ only)(x) or \_\_\_\_\_ % funds

2. Designated Account No.: \_\_\_\_\_

3. Date / Payout Date: \_\_\_\_\_ day of every month

**Escrow Arrangement**

**Option 1** - We request you to transfer the above mentioned payments on \_\_\_\_\_ of every month till further written instructions by ABFL. Any extra amount to be transferred to customer vide NEFT

**Option 2** – We request you to hold the above mentioned payments in escrow and transfer the balance to customer vide NEFT

**Option 3-** Basis milestone hit as defined in Sanction Letter, % bifurcation will change among ABFL and Customer. ABFL will intimate the Escrow Bank on the milestone reached and the corresponding bifurcation then to be used

| Milestone | ABFL % | Customer% |
|-----------|--------|-----------|
|           |        |           |
|           |        |           |

*7/11/2018*  
*Aditya Birla Finance Ltd.*  


Annexure  
II Address

Address of the Borrower:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (x)

Address of ABFL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (x)

Address of the Escrow Account Bank:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (x)

*[Handwritten Signature]*  
*[Handwritten Signature]*  
