



महाराष्ट्र MAHARASHTRA

अ.क्र. 18456 दि.

1 SEP 2014

किंमत 100/- KX 305830

16 AUG 2014

कोणाकरित शिवाय शिवाय युक्ति

रस. रस. को

स्टॅम्प पॅडर हायकोट

मुद्रांक पत्र्याना क्र 084

औरंगाबाद

हस्त शिवाय कोलन

*[Signature]*

This page forms an integral part of the COLLECTION ACCOUNT AGREEMENT dated September 1, 2014 entered into between Aurangabad City Water Utility Company Limited, and IDBI Bank Limited (as Facility Agent), and IDBI Bank Limited (as Collection Account Bank), and Aurangabad Municipal Corporation.



*[Signature]*

*[Signature]*



महाराष्ट्र MAHARASHTRA

16 AUG 2014

कार कोषागार अधिकारी  
अ. नं. 18455

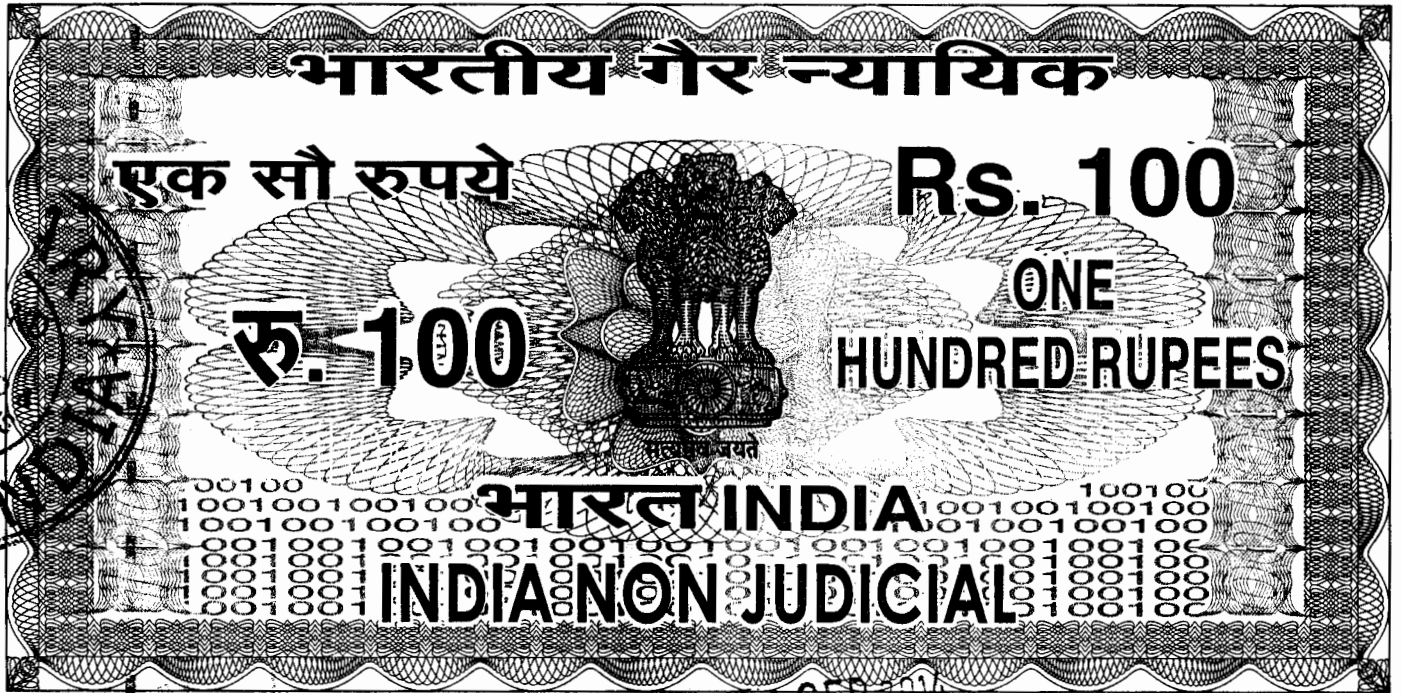
अ. नं. 18455 1 SEP 2014 किमत 100/-  
 कोषागार: सोलापूर सिटी वॉटर सुप्लायर्स कं. लि.  
 अस्त संजय कोवत

KX 305829

रस. एन. खेड  
 स्टॅम्प कंट्रोल हायकोर्ट  
 रदांक परवाना क्र 084  
 सोलापूर

This page forms an integral part of the  
 COLLECTION ACCOUNT AGREEMENT dated September 1, 2014  
 entered into between Aurangabad City Water  
 Utility Company Limited, and IDBI Bank Limited  
 (as Facility Agent), and IDBI Bank Limited  
 (as Collection Account Bank), and  
 Aurangabad Municipal Corporation.





महाराष्ट्र MAHARASHTRA

16 AUG 2014

पत्र कोषागार अधिकारी  
औरंगाबाद

अ.क्र. 78456 दि. 1 SEP 2014 किंमत 100/-  
 कोणाकरिता डॉ. आद खिटी वार युटिलिटी के.के.  
 हस्ते संजय कोलते

KX 305828  
 रस. एम. अंधे  
 स्टॅम्प वॉल्वर हयकोट  
 द्रांक परवाना क्र 084  
 औरंगाबाद

This page forms an integral part of the  
 COLLECTION ACCOUNT AGREEMENT dated September 1, 2014  
 entered into between Aurangabad City Water  
 Utility Company limited, and IDBI Bank  
 limited, (as Facility Agent), and IDBI Bank  
 limited (as Collection Account Bank),  
 and Aurangabad Municipal Corporation.





**COLLECTION ACCOUNT AGREEMENT**

AMONGST

**AURANGABAD CITY WATER UTILITY COMPANY LIMITED**  
*as the Concessionaire*

AND

**IDBI BANK LIMITED**  
*as the Facility Agent*

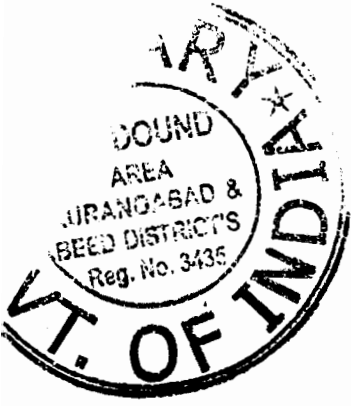
AND

**IDBI BANK LIMITED**  
*as the Collection Account Bank*

AND

**AURANGABAD MUNICIPAL CORPORATION**  
*as the Concessions Authority*

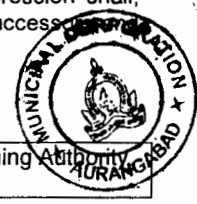




THIS COLLECTION ACCOUNT AGREEMENT is entered into on this September 1, 2014 at Aurangabad AMONGST

*Ref for 99*

1 **AURANGABAD CITY WATER UTILITY COMPANY LIMITED**, a company incorporated in India under the Companies Act, 1956, with its registered office at 6<sup>th</sup> Floor, Kohinoor City, Kirod Road, Kurla (West), Mumbai – 400 070, India (hereinafter referred to as the "Concessionaire", which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to include its successors and permitted assigns);



1

Concessionaire	Facility Agent	Collection Account Bank	Concessionsing Authority
----------------	----------------	-------------------------	--------------------------



*Ref for*

2 IDBI BANK LIMITED, a company incorporated under the Companies Act, 1956, carrying on its banking business under the Banking Regulation Act, 1949, having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 (hereinafter referred to as "Facility Agent", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to include its successors, transferees, novatees and assigns);

3 IDBI BANK LIMITED, a company incorporated under the Companies Act, 1956, carrying on its banking business under the Banking Regulation Act, 1949, having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 and acting through its office at Survey No. 20292, Ratnaprabha Building, Kesarsingpura, Opposite LIC Building, Adalat Road, Aurangabad - 4310001 (hereinafter referred to as the "Collection Account Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

AURANGABAD MUNICIPAL CORPORATION, a statutory body incorporated under the provisions of the Bombay Provincial Municipal Corporations Act, 1949 (hereinafter referred to as the "Concessing Authority" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns)

**WHEREAS:**

- (A) The Concessing Authority has entered into a 'Concession Agreement' dated September 22, 2011 with the Concessionaire (hereinafter referred to as the "Concession Agreement", and shall include all schedules thereto including bid related documents as specified therein) for undertaking the Project in accordance with, and pursuant to, the terms of the Concession Agreement.
- (B) Pursuant to the terms of the Concession Agreement, the Concessing Authority is required to establish the Collection Account, *inter alia*, on the terms and conditions stated therein, wherein the User Fee collected from the End Users shall be deposited and wherefrom the balance amount arising after making deductions in accordance with Section 22.2(a) and (b) of the Concession Agreement shall be transferred to the Concessionaire.
- (C) Rupee Lenders have agreed to part finance the Project in accordance with the terms and conditions set out in the Financing Documents and one of the terms of the Financing Documents is that the Security Interest be created on the Collection Account and/or the rights of the Concessing Authority in relation to the Collection Account, in the form and manner acceptable to the Rupee Lenders.
- (D) Pursuant to the aforesaid, the Parties have agreed to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this 'Collection Account Agreement' and shall include all amendments thereto made in accordance with the provisions contained herein;

	2		
Concessionaire	Facility Agent	Collection Account Bank	Concessing Authority



*hest*  
*for*

**"Arrears"** shall mean such arrears amount of user fees for the billing period arising prior to the Appointed Date which is due and payable by the end users towards the Concessing Authority on account of water supply being made/cause to be made to such end user for such billing period.

**"Arrears Account"** shall mean Sub-Account of the Collection Account wherein such amounts shall be deposited in the manner specified in this Agreement;

**"Collection Account"** means an escrow account established in terms of and under this Agreement and the Concession Agreement, and shall include the Sub-Accounts;

**"Concession Agreement"** means the Concession Agreement referred to in Recital (A) above and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

**"Cure Period"** means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessing Authority, and shall commence from the date on which a notice is delivered by the Concessionaire or the Facility Agent, as the case may be, to the Concessing Authority asking the latter to cure the breach or default specified in such notice;

**"Collection Account Default"** shall have the meaning ascribed thereto in Clause 6.1;

**"Facility Agent"** means the person referred to as the 'Facility Agent' in the foregoing Recitals;

**"Financing Documents"** shall mean the facility agreement dated August 21, 2013 between, amongst others, the Concessionaire (in its capacity as a borrower), the Rupee Lenders, and such other deeds, agreements, undertaking entered into/to be entered into pursuant to the terms of the facility agreement;

**"Parties"** means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually;

**"Selectee"** shall have the meaning as ascribed to such term in the Substitution Agreement;

**"Sub-Accounts"** means the respective Sub-Accounts of the Collection Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on such dates as specified herein;

**"Substitution Agreement"** shall mean agreement titled as the 'Substitution Agreement' dated dated in and around date of this Agreement entered into between the Concessionaire, the Concessing Authority and the Facility Agent pursuant to the terms of the Concession Agreement;





**"Total Arrears Amount"** shall mean aggregate amount, as notified in writing by the Concessing Authority to the Facility Agent, which form part of arrears due and payable by the End Users to the Concessing Authority for the billing period arising prior to the Appointed Date and which the Concessionaire may recover pursuant to the terms of the Concession Agreement;

## 1.2 Interpretation

1.2.1 References to Facility Agent shall, unless repugnant to the context or meaning thereof, mean references to the Facility Agent, acting for and on behalf of the Rupee Lenders.

Concessionaire	Facility Agent	Collection Account Bank	Concessing Authority
----------------	----------------	-------------------------	----------------------

3

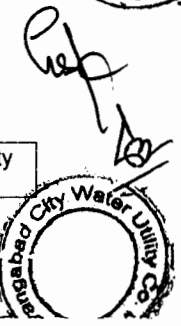
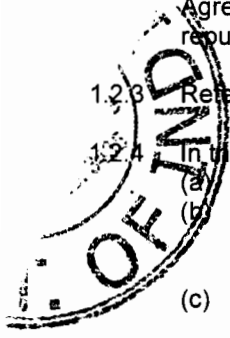


1.2.2 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.4 In this Agreement:

- (a) reference to an Account includes a reference to any sub-account of that Account;
- (b) reference to an "amendment" includes a supplement, modification, amendment, novation, accession, replacement or re-enactment and "amended" is to be construed accordingly;
- (c) a reference to "authorisation" or "consent" or "approval" or "permission" includes a clearance, resolution, licence, exemption, filing, registration, authorisation, consent, approval, permission;
- (d) a reference to "encumbrance" includes a mortgage, charge, lien, pledge, hypothecation, security interest or any lien or transfer/disposal of any nature or description whatsoever;
- (e) unless the context otherwise requires, the singular includes the plural and vice versa;
- (f) the words 'hereof', 'herein', and 'hereto' and words of similar import when used with reference to a specific Section in, or Schedule to, this Agreement shall refer to such Section in, or Schedule to, this Agreement, and when used otherwise than in connection with specific Sections or Schedules, shall refer to this Agreement as a whole;
- (g) headings and the use of bold typeface shall be ignored in its construction;
- (h) a reference to a Section or Schedule is, unless indicated to the contrary, a reference to a section or schedule to this Agreement;
- (i) references to this Agreement shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- (j) the words "other", "or otherwise" and "whatsoever" shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- (k) references to the word "includes" or "including" are to be construed without limitation;
- (l) references to an agreement shall include all schedules, annexures and exhibits of such agreement and all of such schedules, annexures and exhibits shall be deemed to be an integral part of such agreement;
- (m) all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;
- (n) words importing a particular gender includes all genders;
- (o) references to any law shall include references to such law as it may, after the date of this Agreement, from time to time be amended;
- (p) words and abbreviations, which have, well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;
- (q) any consent or waiver required to be provided by the Facility Agent and/or the Rupee Lenders or any of them shall mean the prior written consent or waiver of each of the Facility Agent and/or the Rupee Lenders, as the case may be, or such of those who have given such consent or waiver;
- (r) "repayment" includes "redemption" and vice-versa and repaid, repayable, repay, redeemed, redeemable and redemption shall be construed accordingly;
- (s) reference to a "month" or "Month" shall, unless the context otherwise requires, mean a period beginning at 00:00 hours of the first day of the calendar month of a Gregorian Year and ending at 24:00 hours on the last day of such calendar month.



Concessionaire	Facility Agent	Collection Account Bank	Concessing Authority
----------------	----------------	-------------------------	----------------------





**2 COLLECTION ACCOUNT**

**2.1 Collection Account Bank to act as trustee**

2.1.1 The Concessing Authority hereby appoints the Collection Account Bank to act as trustee for the Concessionaire, the Facility Agent and the Concessing Authority in connection herewith and authorises the Collection Account Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Collection Account Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Collection Account Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Concessing Authority hereby declares that all rights, title and interest in and to the Collection Account shall be vested in the Collection Account Bank and held in trust for the Concessionaire, the Facility Agent and the Concessing Authority, and applied in accordance with the terms of this Agreement. No person other than the Concessionaire, the Facility Agent, the Rupee Lenders and the Concessing Authority shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

**2.2 Acceptance of Collection Account Bank**

The Collection Account Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Collection Account Bank pursuant to the provisions of this Agreement. The Collection Account Bank shall hold and safeguard the Collection Account during the term of this Agreement and shall treat the amount in the Collection Account as monies deposited by the Concessionaire, Rupee Lenders or the Concessing Authority with the Collection Account Bank. In performing its functions and duties under this Agreement, the Collection Account Bank shall act in trust for the benefit of, and as agent for, the Concessing Authority, the Facility Agent and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

**2.3 Establishment and operation of Collection Account**

On and from the date of this Agreement, the Collection Account which has been opened by the Concessing Authority with the Collection Account Bank at Aurangabad and shall be governed by the terms of this Agreement and its usual practices and applicable regulations and shall be operated by the Parties in accordance with the terms contained herein.

**2.4 Arrears Account**

On and from the date of this Agreement, the Arrears Account, as a Sub Account of the Collection Account, which has been opened by the Concessing Authority with the Collection Account Bank wherein the monies shall be deposited/credited and withdrawn in the manner more particularly specified in this Agreement.

**2.5 Collection Account Bank's fee**

The Collection Account Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Collection Account Bank and the Concessing Authority. For the avoidance of doubt, such fee and expenses shall not be appropriated from the Collection Account and shall be paid separately by the Concessing Authority.

Concessionaire	Facility Agent	Collection Account Bank	Concessing Authority
----------------	----------------	-------------------------	----------------------



## 2.6 Rights of the parties

The rights of the Concessing Authority, the Facility Agent and the Concessionaire in the monies held in the Collection Account are set forth in their entirety in this Agreement and the Concessing Authority, the Facility Agent and the Concessionaire shall have no other rights against or to the monies in the Collection Account.

## 2.7 Substitution of the Concessionaire

The Parties hereto acknowledge and agree that upon substitution of the Concessionaire with the Selectee, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Selectee is a Party hereto and the Selectee shall accordingly be deemed to have succeeded to the rights and obligations of the Concessionaire under this Agreement on and with effect from the date of substitution of the Concessionaire with the Selectee.

## 3 DEPOSITS INTO COLLECTION ACCOUNT

### 3.1 Deposits by the Concessionaire and the Concessing Authority

3.1.1 The Concessionaire and the Concessing Authority agree and undertake that they shall cause to be deposited into and/or credited into the Collection Account with:

- (a) all monies received by the Concessing Authority and/or by the Concessionaire, for and on behalf of the Concessing Authority, as User Fees from the End Users and/or as part of disconnection/reconnection charges in accordance with the terms of the Concession Agreement;
- (b) all monies received by the Concessing Authority and/or by the Concessionaire, for and on behalf of the Concessing Authority, as Arrears from End Users (pursuant to the terms of the Concession Agreement); provided that such amount which has been paid by an End User and/or such person who is required to make payment on account of Arrears has made payment towards the billing period arising prior to the Appointed Date (and while making such payment, it has been clearly identified that such payment is being made towards the billing period arising prior to the Appointed Date) shall be directly deposited and/or stand to the credit of the Arrears Account;
- (c) all monies received by the Concessionaire, for and on behalf of the Concessing Authority, pursuant to charges collected from en route customers as per clause 29 of Concession Agreement.

3.1.2 The Concessing Authority agrees and undertakes that it shall cause all payments made after the Appointed Date which can be identified as the amount which forms part of the Arrears to be deposited/cause to be deposited into the Arrears Account. The Concessing Authority and Concessionaire hereby undertake that any amounts collected by Concessionaire after the Appointed Date shall be appropriated towards the User Fee payable after the Appointed Date for the relevant billing period, which shall be deposited into Collection Account, unless such amounts received by them after the Appointed Date can be clearly identified as the payment towards settlement of the Arrears in which such amount shall be deposited/cause to be deposited into the Arrears Account. The Concessionaire, at the time of depositing User Fee, shall furnish a statement to Collection Account Bank, indicating segregation of amounts received as part of:

- (a) payment received towards the User Fees (including arrears of User Fees) due and payable after the Appointed Date for the relevant billing period;
- (b) payment received towards settlement of the Arrears, which shall have been duly accepted by Concessing Authority.



*Handwritten signature*

Concessionaire	Facility Agent	Collection Account Bank	Concessing Authority
----------------	----------------	-------------------------	----------------------



4 WITHDRAWALS FROM COLLECTION ACCOUNT AND ARREARS ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 The Collection Account Bank shall withdraw the following amounts from the Collection Account in the order of priority specified below and deposit into the account specified by the Concessing Authority, and the balance amount lying in the Collection Account within 7 (seven) days from the end of each calendar month shall be transferred into the relevant account of the Concessionaire (i.e. trust and retention account established by the Concessionaire pursuant to the terms of the Financing Documents and as notified by both the Facility Agent and the Borrower to the Collection Account Bank):

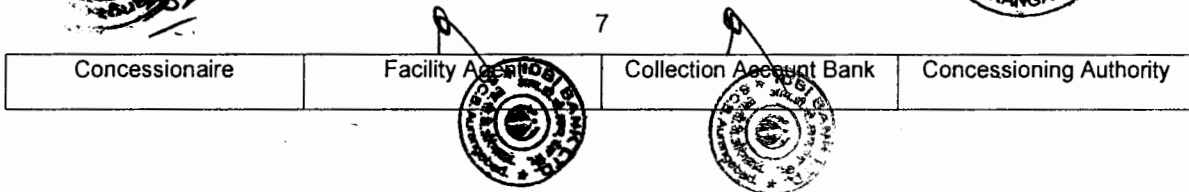
- (a) First, on the 10<sup>th</sup> day of each calendar month, transfer any amount payable to the Concessing Authority, in respect to the increased User Fee above the level agreed in Schedule XVI of the Concession Agreement and arising in relation to the billing period which has expired by the end of the preceding calendar month;
- (b) Second, at the request of the Concessing Authority and provided no Event of Default has occurred under the Concession Agreement which is still subsisting, transfer any amount due and payable on account of the Deputation Employees, payment towards the electricity and raw water (and in accordance with the Concession Agreement) into the relevant beneficiary accounts as advised by the Concessing Authority; provided that along with such transfer request the Concessing Authority shall submit copies of such invoices towards payment of which the aforesaid transfer of funds is being sought to the Collection Account Bank and the Facility Agent and such invoices shall be submitted at least 7 (seven) days prior to the date on which such transfer of funds is being sought;

4.1.1 No later than 7 (seven) days from the beginning of each calendar month, any amount lying in the Arrears Account shall be transferred in to the aforesaid trust and retention account of the Concessionaire as notified by the Facility Agent in the following manner:

- (a) Till such time the aggregate of the amount collected as the Arrears reaches 50% (fifty percent) of the Total Arrears Amount, 15% (fifteen percent) of the aggregate amount lying in the Arrears Account shall be transferred to the aforesaid trust and retention account of the Concessionaire whereas the balance amount shall be transferred to the relevant account of the Concessing Authority as notified by it;
- (b) Till such time the aggregate of the amount collected as the Arrears exceeds 50% (fifty percent) of the Total Arrears Amount and is less than 75% (seventy five percent) of the Total Arrears Amount, 20% (twenty percent) of the aggregate amount lying in the Arrears Account shall be transferred to the aforesaid trust and retention account of the Concessionaire whereas the balance amount shall be transferred to the relevant account of the Concessing Authority as notified by it;
- (c) If the aggregate of the amount collected as the Arrears exceeds 75% (seventy five percent) of the Total Arrears Amount, 30% (thirty percent) of the aggregate amount lying in the Arrears Account shall be transferred to the aforesaid trust and retention account of the Concessionaire whereas the balance amount shall be transferred to the relevant account of the Concessing Authority as notified by it.



*Handwritten signature*



#### 4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement on account of default by the Concessing Authority, all amounts standing to the credit of the Collection Account shall, notwithstanding anything in this Agreement, be transferred to the aforesaid trust and retention account of the Concessionaire as notified by the Facility Agent on the date of termination after deducting (a) any amount due and payable till such date to the Concessing Authority, in respect to the increased User Fee above the level agreed in Schedule XVI of the Concession Agreement; and (b) any amounts due and payable to the Concessing Authority till such date, in respect of payments towards Deputation Employees, electricity and raw water in accordance with the Concession Agreement.

#### Application of insufficient funds

Funds in the Collection Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Collection Account Bank shall apply such funds in the serial order of priority until exhaustion thereof.

### 5 OBLIGATIONS OF THE COLLECTION ACCOUNT BANK

#### 5.1 Segregation of funds

Monies and other property received by the Collection Account Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Collection Account Bank in trust for the purposes for which they were received, and shall be segregated from other funds of the Collection Account Bank.

#### 5.2 Notification of balances

On the first day of each calendar month the Collection Account Bank shall notify the Facility Agent, the Concessing Authority and the Concessionaire of the balances in the Collection Account and the Arrears Account as at the close of business on the immediately preceding business day.

#### 5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Collection Account Bank:

- (a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessing Authority upon a certificate signed by or on behalf of the Concessing Authority;
- (b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- (c) shall, within 5 (five) business days after receipt, deliver a copy to the Facility Agent of any notice or document received by it in its capacity as the Collection Account Bank from the Concessing Authority or any other person hereunder or in connection herewith; and
- (d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessing Authority of any notice or document received by it from the Facility Agent and/or the Concessionaire in connection herewith.



Concessionaire

Facility Agent

8

Collection Account Bank

Concessing Authority



*Rep*

**5.4 No set off**

The Collection Account Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Collection Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Collection Account Bank that the monies and properties held by the Collection Account Bank in the Collection Account shall not be considered as part of the assets of the Collection Account Bank and, being trust property, shall in the case of bankruptcy or liquidation of the Collection Account Bank, be wholly excluded from the assets of the Collection Account Bank in such bankruptcy or liquidation.



**6.1 Collection Account Default**

6.1.1 Following events shall constitute an event of default by the Concessing Authority (an "Collection Account Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Concessionaire:

- (a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Collection Account as provided herein and fails to cure such breach by depositing the same into the Collection Account within a Cure Period of 5 (five) business days; or
- (b) the Concessing Authority commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

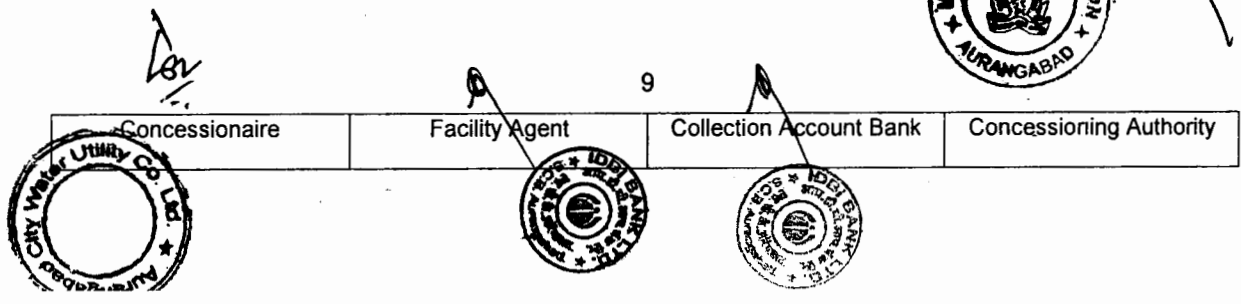
6.1.2 Upon occurrence of an Collection Account Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

6.1.3 The Concessing Authority hereby assigns all its rights, title and interest under this Agreement and in relation to the Collection Account in favour of the Facility Agent such that upon occurrence and subsistence of an Event of Default (as defined under the Concession Agreement) and/or default by the Concessing Authority in complying with the terms contained in this Agreement, all such rights which the Concessing Authority is entitled to exercise under this Agreement, after occurrence and subsistence of aforesaid default, shall be exercised by the Facility Agent and any instructions which the Concessing Authority is entitled to give to the Collection Account Bank under this Agreement shall be issued only by the Facility Agent.

**7 TERMINATION OR RESIGNATION**

**7.1 Duration of the Collection Account Agreement**

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the debt, guarantee or financial assistance received by it from the Rupee Lenders, or any of its obligations to the Concessing Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.



**7.2 Substitution of Collection Account Bank**

The Concessing Authority may, by not less than 45 (forty five) days prior notice to the Collection Account Bank, the Concessionaire and the Facility Agent, terminate this Agreement and appoint a new Collection Account Bank, provided that the new Collection Account Bank is acceptable to the Facility Agent and arrangements are made satisfactory to the Facility Agent for transfer of amounts deposited in the Collection Account to a new Collection Account established with the successor Collection Account Bank. The termination of this Agreement shall take effect only upon coming into force of the 'Collection Account Agreement' with the substitute Collection Account Bank.

**7.3 Resignation by Collection Account Bank**

The Collection Account Bank shall be entitled to resign from acting as Collection Account Bank by providing prior notice of 45 (forty five) days, provided the Concessing Authority has arranged for the appointment of a new collection account bank(s) acceptable to the Concessionaire and the Facility Agent and such collection account bank has agreed to enter into agreement which is on terms substantially similar terms to those provided herein. If within the aforesaid 45 (forty five) days, a successor collection account bank is not identified and selected, then the Collection Account Bank shall be entitled to select one of the nationalised public sector banks as a successor Collection Account Bank. All costs and fees in relation to any successor Collection Account Bank, including transfer of funds and accession to this Agreement shall be borne by the Concessing Authority. The resignation of the Collection Account Bank shall become effective only when arrangements are made satisfactory to the Facility Agent for the transfer of amounts deposited in the Collection Account to the successor Collection Account Bank(s) and successor Collection Account Bank acceding to the terms of this Agreement.

**7.4 Closure of Collection Account**

The Collection Account Bank shall close the Collection Account upon, the earlier of (a) termination of the Concession Agreement, and (b) expiry of the Concession Period, unless such Collection Account is being closed on account of Clause 7.2 above in which case the Collection Account shall not be closed until upon coming into force of the 'Collection Account Agreement' with the substitute Collection Account Bank and opening of such 'Collection Account' with such substitute Collection Account Bank.









**8 INDEMNITY**

**8.1 General indemnity**

8.1.1 The Concessing Authority will indemnify, defend and hold the Concessionaire, Collection Account Bank and the Rupee Lenders, acting through the Facility Agent, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessing Authority of any of its obligations under this Agreement or on account of failure of the Concessing Authority to comply with applicable laws.

8.1.2 The Concessing Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Concessing Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Concessing Authority, its officers, servants and agents.

10

Concessionaire  	Facility Agent  	Collection Account Bank  	Concessing Authority  
--	--	---	--

8.1.3 The Collection Account Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Collection Account Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Collection Account Bank, its officers, servants and agents.

**8.2 Notice and contest of claims**

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 8.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.



**9 MISCELLANEOUS PROVISIONS**

**9.1 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Aurangabad shall have jurisdiction over all matters arising out of or relating to this Agreement.

**9.2 Priority of agreements**

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in this Agreement shall prevail.

**9.3 Alteration of terms**

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

**9.4 Waiver**

9.4.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

9.4.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any right hereunder.

Concessionaire	Facility Agent	Collection Account Bank	Concessions Authority
----------------	----------------	-------------------------	-----------------------



*[Handwritten signature]*

**9.5 No third party beneficiaries**

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

**9.6 Survival**

**9.6.1 Termination of this Agreement:**

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

**9.6.2** All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

**9.7 Severability**

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.





**9.8 Successors and assigns**

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

**9.9 Notices**

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

12

Concessionaire 	Facility Agent 	Collection Account Bank 	Concessioning Authority 
---	---	--	--

*Handwritten signature*



**9.10 Language**

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

**9.11 Authorised representatives**

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

**Original Document**

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

**9.13 Waiver of sovereign immunity**

The Concessing Authority unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Concessing Authority with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).



13

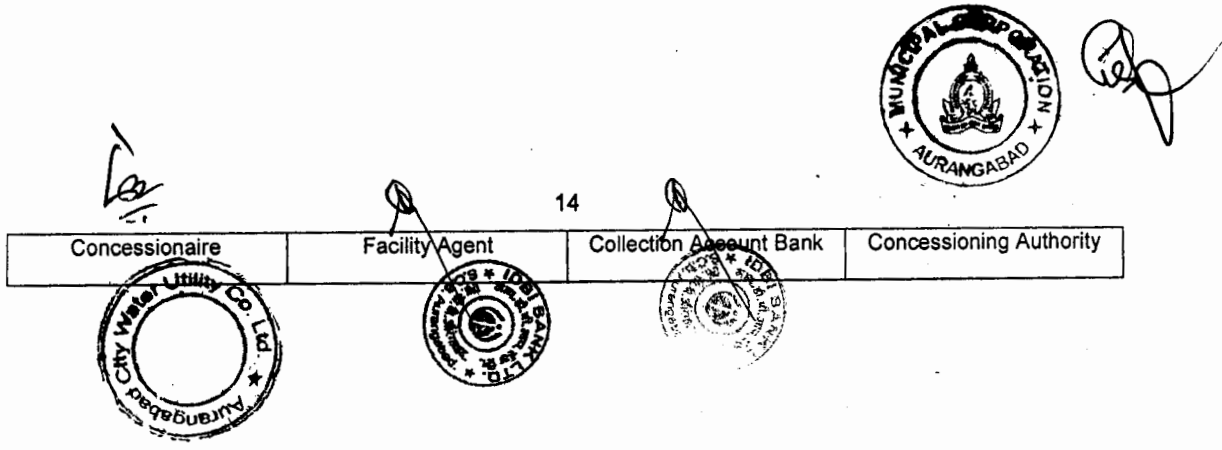
Concessional Authority  	Facility Agent  	Collection Account Bank  	Concessing Authority  
--------------------------------	------------------------	---------------------------------	------------------------------

**SCHEDULE**

**Charges payable to Collection Account Bank\***

(\* these charges are subject to revision based from time to time on, amongst others, directions from/revisions by Reserve Bank of India and/or other statutory body(ies) and/or the policies of the Collection Account Bank)

**Attached Separately**



IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

The Common Seal of the withinnamed AURANGABAD CITY WATER UTILITY COMPANY LIMITED, in its capacity as the Concessionaire, has pursuant to resolution passed by its board of directors at the meeting held on 25th August, 2014 been hereunto affixed in the presence of Mr. Gowind Shankar Basu, its Vice President and its who have signed these presents in token thereof.



Aurangabad City Water Utility Company Limited  
Plot No.1, Sector C-5, Near PF Office  
Town Center, N-1, CIDCO  
Aurangabad 431003 Maharashtra

SIGNED AND DELIVERED by the withinnamed AURANGABAD MUNICIPAL CORPORATION, in its capacity as the Concessing Authority, by the hands of DR. HARSHDEEP SHRIKAM KHANDE, its authorised official.



COMMISSIONER  
Municipal Corporation  
Aurangabad

SIGNED AND DELIVERED by the withinnamed IDBI BANK LIMITED, in its capacity as the Facility Agent, by the hands of K.D. AILANI ASST. GEN MGR its authorised official.



के.डी. आइलानी / K. D. Ailani  
सहायक महा प्रबंधक / AGM  
शाखा प्रमुख / Branch Head  
आईडीबीआई बैंक लि. / IDBI Bank Ltd.  
एससीबी औरंगाबाद / SCB Aurangabad-378  
इआईएन / EIN-104186

SIGNED AND DELIVERED by the withinnamed IDBI BANK LIMITED, in its capacity as the Collection Account Bank, by the hands of K.D. AILANI ASST. GEN MGR its authorised official.



के.डी. आइलानी / K. D. Ailani  
सहायक महा प्रबंधक / AGM  
शाखा प्रमुख / Branch Head  
आईडीबीआई बैंक लि. / IDBI Bank Ltd.  
एससीबी औरंगाबाद / SCB Aurangabad-378  
इआईएन / EIN-104186

In the presence of:

1) SUJIT KUMAR SETHY,  
Manager, IDBI Bank Ltd,  
SCB. Aurangabad.

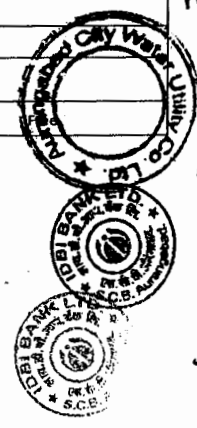
Sujit Kumar Sethy  
01/09/2014

2) ASHISH PORWAL  
(Sr. Planning Engineer)  
CIDCO-NH  
Near PF office  
Aurangabad

Ashish  
01/09/2014

(Effective from Feb 01, 2014 charges are inclusive of Service Tax)

SCHEME CODE (For Bank use)	RSNGO /RCNGO / RCFCR / RSFCR	RSBLK/RCBLK	RSEDN/RCEDN	RSGOV/RCGOV
Segment	Trust/NGO/Edu.Institute without fee collection acct/PF Trust /FCRA	Association, Societies and Clubs	Educational Institute	Govt owned corporations/Bodies /FI/Boards/ State & Central dept
Account Balance Requirement	NIL	NIL	NIL	NIL
Account Maintenance Charges	NIL	NIL	NIL	NIL
<b>Debit-cum-ATM Card (Classic/Gold/Platinum with International/Domestic Validity)</b>				
Annual Fee	Free	Free	Free	Free
Add on Card	Free	Free	Free	Free
Replacement of Lost Stolen Card	Free	Free	Free	Free
ATM Cash Withdrawal Limit (per day)	Classic Debit-cum-ATM Card - Rs 50,000 Gold Debit Card - Rs 75,000 Platinum Debit Card - Rs 1,00,000			
POS (Point of Sale) Limit (per day)	Classic Debit-cum-ATM Card - Rs 50,000 Gold Debit Card - Rs 75,000 Platinum Debit Card - Rs 1,00,000			
Transaction at other Bank ATM	Domestic: Non- Financial & Financial - Free International: Non- Financial - Rs 30 per Transaction. Financial - Rs 140 per Transaction			
<b>Domestic Validity:</b> - If a Customer opts for Domestic Validity Card, a Debit Card with magnetic stripe will be issued which can be used only in India for ATM, POS & E-com transactions. For all domestic POS transactions, PIN will be prompted to complete the transaction.				
<b>International Validity:</b> - If a Customer opts for International Validity Debit Card, EMV Chip Debit Card will be issued which can be used in India & abroad for ATM, POS & E-com transactions. For all domestic POS transactions, PIN will be prompted to complete the transaction.				
<b>Account related charges</b>				
Cash Deposit	10 times of Current Month MAB maintained. Above free limit Rs.2.50/1000. Min Rs.53 (Home and Non Home Inclusive)			Free
Personalised Multi City Cheque book	10 chq. Books (50 leaves in each book) Quarterly free. CO approval required, if More than 10 chq. books printed.			
Bulk/Continuous Stationery Requirement (Customer need to pay the cost of printing chq book)	Subject to Approval. (Regional Head Approval)			
<b>Account statements</b>				
Monthly, Duplicate, Hold Mail Facility, Overseas Mailing	Free			
Standing Instructions (Set - up and execution)	Free	Free	Free	Free
<b>Certificate</b>				
Balance/Interest/Signature verification/ Bankers report	Free			
Account closure charges	Free	Free	Free	Free
<b>Remittances</b>				
Demand Drafts (On branch/Non branch locations), Pay orders, Payable at Par utilisation	Free			
Local Demand draft / pay order cancellation or revalidation				
Foreign currency cheque collection/ demand draft (Issuance and cancellation)	As per Trade Finance Guidelines.			
NEFT	Upto Rs 1 Lakh - Free, Rs 1,00,001 and above - Rs 10 per transaction			Free
RTGS	Rs 2 Lakh to Rs 5 Lakh - Rs 15 per transaction and above Rs 5 Lakhs - Rs 25 per transaction			Free
<b>Any Branch Banking</b>				
Any branch cheques deposits and account to account transfer (electronic fund transfer)	Free			
<b>Cheque transaction charges</b>				
Cheque collections On branch locations/ Non branch location	Only other bank commission to be recovered			
Cheque stop payment instructions	Rs 60 per Leaf and Rs 115 for a range of cheques (multiple cheque in serial order)			
Old records / copies of paid cheques	Free			
Net Banking	Free	Free	Free	



Handwritten signature and initials

Charges				
Cheque Issued and returned				
Financial reasons	Rs. 225	Rs. 225	Rs. 225	Free
Technical reasons	no charge	no charge	no charge	no charge
Cheque deposited and returned unpaid				
Local cheque	Free	Rs.60	Free	Free
Outstation cheque	Rs. 115	Rs. 115	Rs. 115	Free
Unarranged overdraft/ Cheque Purchase (A + B)				
Per occasion (A)	Rs. 115	Rs. 115	Rs. 115	Rs. 115
Interest (B)	18.75%	18.75%	18.75%	18.75%

Any Branch Banking service allows you to operate your account from any IDBI Bank branch across India.  
 Any Branch Banking service is not available for encashing fixed deposits, third party bearer cheques. These can be done only at home branch.  
 Cash deposit and withdrawal from non-home branches is restricted to one transaction per day per account.  
 Cash Deposits not allowed in CFCR and RSFCR scheme code.  
 Third party cash deposit is allowed to the maximum of Rs. 1 lac per day per account.

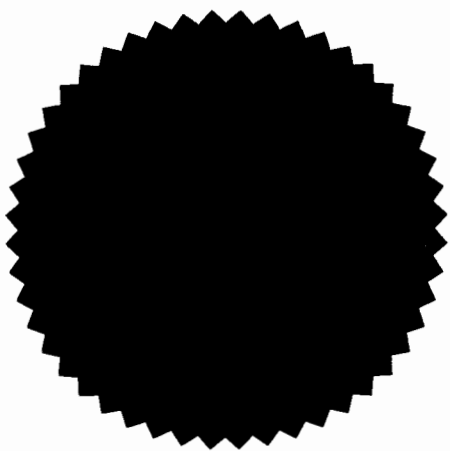
**Important Instructions**

- Opening of the Current/Savings Account tantamount to deemed acceptance of the aforesaid rule & regulations as well as the fact of being informed about the various service charges levied by the Bank and the terms and conditions guiding the related products and services. Service charges are subject to change from time to time.
- Inoperative Account:-**
  - If there are no transactions in the account for a period of two years, the account will be treated as an Inoperative account.
  - In case there are no customer induced debit, credit and/or third party transactions in the account, it would be classified as Inoperative.
  - The service charges levied by the Bank and/or interest credited by the Bank are not be considered as customer induced transactions.
  - The customer should thus transact in the account periodically, so that it does not become Inoperative.
- Satisfactory conduct of the account entails maintaining sufficient balance to honor cheques issued to third parties. If there are high incidences to the contrary, the Bank reserves the right to close the account under intimation to the customer.

**Declaration:** I/We have read / understood the terms and condition as applicable to Account opening and other operational aspect. I/We understand that the terms and condition may be revised by the Bank from time to time and it will be agreeable to me/us. I/We shall be responsible for regularly reviewing these terms, including the amendments that are posted on the website. I/We agree to pay charges as per the Bank Policy. I/We also agree to down-gradation of the account and withdrawal of features, in the event of non-maintenance of required balance.

Signature(s)/ Thumb Impression(s) of the account holder (With Seal and stamp)

Signature 1
Signature 2
Signature 3



**NOTED & REGISTERED**  
 AT Sr No 2877 2014  
 THIS DOCUMENT CONTAINS  
 \_\_\_\_\_ PAGES

**BEFORE ME**  
**SUNIL PANDITRAO DOUND** B.A., LL.B.  
 Advocate Notary Govt of India  
 AREA-AURANGABAD & BEED DIST'S  
 ☎ (0240) 2481952 (M) 9371003334  
 Reg. No. 3435