



उत्तर प्रदेश **UTTAR PRADESH**

AG 411788

THIS ESCROW AGREEMENT is made on this 28th day of August, 2020 (“Agreement”):

AMONGST

1. MPS Limited, a public limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at RR Towers IV, Super A, 16/17, Thiru Vi Ka Industrial Estate, Guindy, Chennai-600 032, Tamil Nadu, India (hereinafter referred to as the “Company”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
2. HDFC Bank Limited, a public company incorporated under the Companies Act, 1956 and a banking company within the meaning of Section 5(c) of the Banking Regulation Act, 1949 and having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai, Maharashtra – 400 013, and acting through its branch, situated at C/25, Stellar IT Park, Sector 62, Noida, Uttar Pradesh 201306 (hereinafter referred to as “Escrow Agent” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns); and
3. Ernst & Young Merchant Banking Services LLP, a limited liability partnership registered pursuant to section 58(1) of the Limited Liability Partnership Act, 2008 and having its registered office at The Ruby, 14th Floor, 29 Senapati Bapat Marg, Dadar West, Mumbai - 400028, India hereinafter called the “Manager to the Buyback” or “Manager”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns);



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FM 215565

In this Agreement, the Company, the Escrow Agent and the Manager shall, where the context so admits, be collectively referred to as the "Parties" and individually as the "Party".

WHEREAS:

(A) The board of directors of the Company ("Board of Directors") pursuant to a resolution passed by it (the "Board Resolution") at its meeting held on August 11, 2020 (the "Board Meeting"), approved the buyback of not exceeding 5,66,666 (Five Lakhs Sixty Six Thousand Six Hundred and Sixty Six only) fully paid-up equity shares of the Company of face value of INR 10/- (Indian Rupees Ten only) each (the "Equity Shares") representing 3.04% of the issued, subscribed and paid-up Equity Shares of the Company, from all Eligible Shareholders on a proportionate basis, as on the record date through the 'tender offer' process, as prescribed under the SEBI Buyback Regulations (defined hereinafter) at a price of INR 600.00 (Indian Rupees Six Hundred only) (the "Buyback Price") per Equity Share, payable in cash, for an aggregate maximum amount of INR 34,00,00,000 (Indian Rupees Thirty Four Crores only) excluding Transaction Costs (defined hereinafter) (such maximum amount hereinafter referred to as the "Buyback Size" and such buyback the "Buyback").

(B) The Company has appointed the Manager as the merchant banker to the Buyback and seeks to appoint the Escrow Agent for the purposes of performing escrow obligations under the Buy Back Regulations;

(C) In terms of Regulation 9(xi) of the Buyback Regulations, the Company is required to enter into an escrow arrangement in order to secure performance of its obligations under the Buyback Regulations. Accordingly, in terms of Regulation 9 and Regulation 10 of the Buyback Regulations, the Company proposes to open the Escrow Account (defined hereinafter) and Special Escrow Account (defined hereinafter) with the Escrow Agent and make a deposit of the Escrow Amount (defined hereinafter) in cash, in accordance with the requirements of the Buyback Regulations and as detailed in this Agreement;

- (A) The operation of the Escrow Account and the Special Escrow Account shall be in accordance with such instructions issued by the Manager to the Escrow Agent and shall be strictly in accordance with the terms of this Agreement and the Buyback Regulations; and
- (B) The Parties have entered into this Agreement with the objective of identifying the rights, duties and the obligations of each Party and to facilitate the opening, operation and closing of the Escrow Account and Special Escrow Account to comply with the provisions of the Buyback Regulations.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND AMONG THE PARTIES AS FOLLOWS:

1. DEFINITIONS

- 1.1 In addition to the terms defined hereinabove, in this Agreement unless the context otherwise requires, the following expressions shall have the following meanings:

“**Applicable Law**” shall mean all prevailing laws, rules, regulations, mandatory directives, administrative orders, decrees and guidelines issued by any judicial, quasi-judicial, statutory, regulatory or executive authority including any tribunal, that has jurisdiction with regard to any matters relating to or incidental to the Buyback, including the Buyback Regulations, as amended;

“**Affiliates**” with respect to any Party shall mean (a) any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party; (b) any other person which is a holding company, subsidiary or joint venture of such Party;

“**Authorised Signatories**” of the Manager shall mean the persons designated by the Manager, being the authorised personnel of the said Party, whose specimen signatures are set out in **Schedule 3** of this Agreement, as may be amended from time to time by providing 2 (two) Business Days’ notice to the Escrow Agent specifying the specimen signatures of the new persons proposed to be appointed as Authorised Signatories, in accordance with Clause 7.3 of this Agreement;

“**Business Day**” shall mean any day, other than Saturday, Sunday and other days declared as ‘public holidays’ in accordance with Section 25 of the Negotiable Instrument Act, 1881, as amended, on which banks, including but not limited to the Escrow Agent, are open for business in Mumbai during normal banking hours;

“**Broker**” shall mean SMC Global Securities Limited, being the broker appointed by the Company for the Buyback;

“**Buyback**” shall have the meaning assigned to it in Recital A;

“**Buyback Regulations**” shall mean the Securities and Exchange Board of India (Buy-Back of Securities) Regulations, 2018, as amended;

“**Cash Escrow Amount**” shall mean an amount equivalent to INR 8,50,00,000 (Indian Rupees Eight Crores Fifty Lakhs only), being the amount to be deposited in accordance with Regulation 9 (xi) of the Buyback Regulations;

“**Communication**” shall mean written communications (including e-mail) by the Authorised Signatories ;

“**Control**” shall include: (a) right to appoint or remove the majority of the directors of the entity; or (b) right to control the management or policy decisions either individually or in concert, directly or indirectly, including by virtue of the shareholding or management rights or shareholders agreements or voting agreements or in any other manner;

“**Consideration**” shall mean the consideration payable by the Company to the shareholders of the Company whose Equity Shares have been accepted in terms of the Buyback;

“**Equity Shareholder(s)**” shall mean the shareholder/ beneficial owner of the Equity Shares of the Company.

“**Equity Share(s)**” shall mean the fully paid up equity share(s) of the Company having the face value of INR 10/- (Indian Rupee Ten only) each.

“**Escrow Account**” shall mean the escrow account referred to in clause 4.1 of this Agreement to be opened by the Company with the Escrow Agent under the name and title of “**MPS Limited – Buyback 2020 – Escrow A/c**” pursuant to Applicable Law for the purposes of the Buyback and to be operated by the Escrow Agent in accordance with the directions of the Manager subject to the terms of this Agreement;

“**Escrow Amount**” shall mean an amount of INR 8,50,00,000 (Indian Rupees Eight Crore Fifty Lakhs only), which shall be the Cash Escrow Amount, in accordance with Regulation 9(xi)(b) of Buyback Regulations;

“**Funds**” shall mean the monies lying to the credit of the Escrow Account and/or the Special Escrow Account, as the context may require or as may be applicable, by virtue of the operation of the terms of this Agreement;

“**Public Announcement**” shall mean the public announcement in connection with the Buyback to be made in accordance with the Buyback Regulations;

“**Special Escrow Account**” shall mean a no-lien account to be opened by the Company with the Escrow Agent under the name and title “**MPS Limited – Buyback 2020 – Special Escrow A/c**” pursuant to the terms of Regulation 10 of Buyback Regulations for the purposes of the Buyback and to be operated by the Escrow Agent in accordance with the directions of the Manager subject to the terms of this Agreement;

“**SEBI**” shall mean the Securities and Exchange Board of India;

“**Transaction Costs**” shall mean any expenses incurred or to be incurred for the Buyback viz. brokerage, costs, fees, turnover charges, taxes such as buyback tax, securities transaction tax and goods and services tax (if any), stamp duty, advisors fees, if any, filing fees, advertising expenses, printing and dispatch expenses and other incidental and related expenses and charges; and

“**Working Day**” shall mean all working days of the SEBI.

Terms not defined herein shall be in accordance with their definitions specified in the Public Announcement made in accordance with the Buyback Regulations.

- 1.2 Capitalized terms used in this Agreement and not specifically defined herein shall have the meanings assigned to them in the Letter of Offer. In the event of any inconsistencies between the definitions included in this Agreement and the Letter of Offer, the definitions included in this Agreement shall prevail to the extent of such inconsistency.

- 1.3 In this Agreement, unless the context otherwise requires:
- (a) words denoting the singular shall include the plural and vice versa;
 - (b) any references to the masculine, the feminine and the neuter shall include each other;
 - (c) headings to Clauses, Schedules, Annexures and parts and paragraphs of Schedules and Annexures are for convenience only and do not affect the interpretation of this Agreement;
 - (d) unless otherwise specified, any reference to a time of day is to India Standard Time;
 - (e) the *ejusdem generis* principle of construction shall not apply to this Agreement and, accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words. Any words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
 - (f) any references to Clauses, Annexures and Schedules are to clauses of, annexures to and schedules to this Agreement as the same may from time to time be amended, varied, supplemented or novated and shall constitute an integral part of this Agreement;
 - (g) any reference to any legislation, statute, statutory provision, regulation shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
 - (h) any determination with respect to the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise shall be made by the Manager;
 - (i) time is of the essence in the performance of the Parties’ respective obligations under this Agreement. If any time period specified herein is extended in accordance with the terms of this Agreement, such extended time shall also be of the essence; and
 - (j) any reference to this Agreement shall include the recitals, Annexures and Schedules to it. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the Annexure or Schedule in which the reference appears.
- 1.4 The recitals and forms of documents included in the Annexures, and Schedules form integral parts of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement.
- 1.5 This Agreement is a joint draft product of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

2. APPOINTMENT OF ESCROW AGENT:

The Company hereby appoints the Escrow Agent as its escrow agent in relation to the Buyback in order to enable the completion of the Buyback in accordance with the process described in the Public Announcement and the Draft Letter of Offer. The Escrow Agent shall facilitate opening of the Escrow Account and the Special Escrow Account by the Company in

accordance with the Buyback Regulations. The Company authorizes the Manager to instruct the Escrow Agent for operation of these accounts and authorizes the Escrow Agent to act upon such instructions, provided operation of the Escrow Account is strictly in accordance with the terms of this Agreement.

3. CREATION OF THE ESCROW ACCOUNT

- 3.1 On or before the opening of the offer of the Buyback, the Company in accordance with Regulation 9 of the Buyback Regulations shall open and maintain with the Escrow Agent the Escrow Account in the name of the “*MPS Limited – Buyback 2020 – Escrow A/c*” to enable the Company deposit into the Escrow Account the Cash Escrow Amount for performance of its obligation in relation to the Buyback under the Buyback Regulations. The Company shall intimate the Escrow Agent and the Manager about the Escrow Amount getting deposited in the Escrow Account in the form annexed at **Schedule 7**. Immediately upon credit of the Escrow Amount into the Escrow Account, the Escrow Agent shall issue to the Manager, with a copy to the Company, a certificate intimating deposit of such amount, substantially in the form annexed at **Schedule 1**.
- 3.2 Each of the Parties shall execute all forms or documents and provide all information as may be required by the Escrow Agent for the establishment of the Escrow Account on or before the opening of the offer of the Buyback.
- 3.3 The operation of the Escrow Account by the Escrow Agent shall be strictly in accordance with the terms of this Agreement. The Escrow Account shall not have cheque drawing facilities. Deposits into or withdrawals and transfers from the Escrow Account shall be made strictly in accordance with Clause 4 of this Agreement.
- 3.4 No mortgage, charge, pledge, lien, trust or any other security interest or other encumbrance shall be created or exist over the Escrow Account or the monies deposited therein by any of the Parties.
- 3.5 The monies received for the benefit of or lying to the credit of the Escrow Account shall be held by the Escrow Agent to create a security for performance of the Company's obligation in relation to the Buyback under the Buyback Regulations. The Escrow Agent shall neither have any lien, encumbrance or other rights in respect of the amounts standing to the credit of the Escrow Account, nor have any right to set off against such amount, any other amount claimed by the Escrow Agent against any person (including the Company), including by reason of non-payment of charges/fees to the Escrow Agent, for rendering services as agreed under this Agreement or for any other reason whatsoever the Escrow Account shall not be deemed or construed to be assets of the Escrow Agent.
- 3.6 The Escrow Agent shall be entitled to take any and all actions with regard to the Escrow Account and the monies therein, as required by an order of a judicial or quasi-judicial body, or at the written directions or order of any statutory, regulatory or governmental authority, and shall be entitled to refrain from taking any actions that the Escrow Agent believes, in good faith, to be repugnant to any Applicable Law. The Escrow Agent shall provide prior written notice to the Company and the Manager of at least three (3) Business Days before undertaking any action under this Clause or if such notice is not legally permissible or practical or possible, then such reasonable notice as is legally permissible or practical or possible. A copy of the order or direction or description of the Applicable law, if any, shall be provided to the Company and the Manager along with the said notice.

4. OPERATION OF THE ESCROW ACCOUNT

- 4.1 The Company shall, on or before the opening of the offer of the Buyback, deposit the Escrow Amount in the Escrow Account. The Escrow Amount shall be equivalent to minimum escrow requirement calculated in accordance with Regulation 9(xi)(b) of the Buyback Regulations.
- 4.2 The Escrow Agent shall hold the Escrow Amount in the Escrow Account and shall operate the Escrow Account on the instructions of Manager in accordance with this Agreement.
- 4.3 The Company hereby authorizes the Manager, to the exclusion of all other persons, to instruct the Escrow Agent in the form annexed at **Schedule 4** to transfer 90% of the amount lying in the Escrow Account to the Special Escrow Account in terms of the Buyback Regulations and subject to the provisions of this Agreement. The Manager undertakes to issue these instructions within the time period provided in the Buyback Regulations. The Escrow Agent undertakes to comply with these instructions forthwith upon their receipt and in no case later than the time period provided in the Buyback Regulations. Escrow Agent shall be provided by the Manager clear written instructions mentioning the Debit & Credit a/c numbers and the Amount which needs to be transferred. Also, if the Bulk transfers needs to be done then the required data shall be provided to the Escrow Agent in excel file format as well along with the covering letter.
- 4.4 Upon completion of the obligations of the Company under the Buyback Regulations in relation to the payment of consideration to the Shareholders, the Manager shall issue a notice to the Escrow Agent stating that the Company has complied with its obligations under the Buyback Regulations (the "**Refund Notice**") in the form annexed at **Schedule 6**. Upon receipt of the Refund Notice, the Escrow Agent shall, within two (2) Business Days transfer to the Company, the entire balance, if any, lying to the credit of the Escrow Account.
- 4.5 Notwithstanding anything to the contrary contained in this Agreement, the Escrow Agent shall not have any interest, Banker's lien, charge or right of set-off over the amounts lying to the credit of the Escrow Account with the Escrow Agent. The Escrow Agent or the Manager shall not be entitled to deduct from the Escrow Account any fees, expenses and disbursements charged or incurred by the Escrow Agent or the Manager, in connection with this Agreement.

5. CREATION OF THE SPECIAL ESCROW ACCOUNT

- 5.1 Immediately upon closure of the offer of Buyback, as soon as possible and no later than one (1) Business Day, the Company shall open and maintain with the Escrow Agent the Special Escrow Account, a non-interest bearing account in the name of "**MPS Limited – Buyback 2020 – Special Escrow A/c**" to enable the Company to perform its obligations under Regulation 10 of the Buyback Regulations.
- 5.2 Each of the Parties shall execute all forms or documents and provide all information as may be required by the Escrow Agent for the establishment of the Special Escrow Account within the period provided in clause 5.1 above.
- 5.3 The operation of the Special Escrow Account by the Escrow Agent shall be strictly in accordance with the terms of this Agreement. The Special Escrow Account shall not have cheque drawing facilities. Deposits into or withdrawals and transfers from the Special Escrow Account shall be made strictly in accordance with Clause 6 of this Agreement.
- 5.4 No mortgage, charge, pledge, lien, trust or any other security, interest or other encumbrance shall be created or exist over the Special Escrow Account or the monies deposited therein by any of the Parties.

- 5.5 The monies received for the benefit of or lying to the credit of the Special Escrow Account shall be held by the Escrow Agent for the benefit of the beneficiaries determined in accordance with the terms of this Agreement. The Escrow Agent shall neither have any lien, encumbrance or other rights in respect of the amounts standing to the credit of the Special Escrow Account, nor have any right to set off against such amount, any other amount claimed by the Escrow Agent against any person (including the Company), including by reason of non-payment of charges/fees to the Escrow Agent, for rendering services as agreed under this Agreement or for any other reason whatsoever, the Special Escrow Account shall not be deemed or construed to be assets of the Escrow Agent.
- 5.6 The Escrow Agent shall be entitled to take any and all actions with regard to the Special Escrow Account and the monies therein, as required by an order of a judicial or quasi-judicial body, or at the written directions or order of any statutory, regulatory or governmental authority, and shall be enticed to refrain from taking any actions that the Escrow Agent believes, in good faith, to be repugnant to any Applicable law. The Escrow Agent shall provide prior written notice to the Company and the Manager of at least seven (7) Business Days before undertaking any action under this Clause 5.6 or, if such notice is not legally permissible or possible or practical, then such reasonable notice, as is legally permissible or possible or practical. A copy of the order or direction or description of the Applicable Law, if any, shall be provided to the Company and the Manager along with the said notice.

6. OPERATION OF THE SPECIAL ESCROW ACCOUNT

- 6.1 Immediately upon closure of the offer of Buyback, the Manager shall issue a notice to the Company, along with a copy to the Escrow Agent, stating the amount for the purchase of the Equity Shares offered pursuant to the Buyback including other levies including Securities Transaction Tax, Exchange Transaction Charges, SEBI turnover fees, Stamp duty and other applicable charges (the "**Actual Consideration**"). Within one (1) Business Day of the receipt of instructions from the Manager, the Company shall remit a sum equal to the Actual Consideration less 90% of the Escrow Amount held in the Escrow Account (the "**Special Escrow Amount**") to the Special Escrow Account and shall inform the Escrow Agent and the Manager in form **Schedule 8**. Immediately upon credit of the said sum into the Special Escrow Account, the Escrow Agent shall issue to the Manager, with a copy to the Company, a certificate intimating receipt of such amount, substantially in the form annexed at **Schedule 2**. The Company hereby authorizes the Manager, to the exclusion of all other persons, to instruct the Escrow Agent in the form annexed at **Schedule 5**, to transfer the amount lying to the credit of the Special Escrow Account to the Broker's account. The Manager undertakes to issue these instructions within the time period provided in the Buyback Regulations. In the event the Escrow Agent does not receive the amount within one (1) Business Day of the receipt of notice from the Manager, it shall notify the Manager of the default by the Company.
- 6.2 The Parties agree that in the event the Company is unable to fulfill its obligations under clause 6.1 above, the Manager would be empowered to apply the Escrow Amount in the manner directed by SEBI, in accordance with the Buyback Regulations.
- 6.3 The Company hereby authorizes the Manager, to the exclusion of all other persons, to instruct the Escrow Agent to transfer Special Escrow Amount from the Special Escrow account to the Brokers account(s) to enable settlement through Stock Exchange mechanism.
- 6.4 Notwithstanding anything to the contrary contained in this Agreement, the Escrow Agent or the Manager shall not have any interest, banker's lien, charge or right of set-off over the amounts lying to the credit of the Special Escrow Account with the Escrow Agent. The Escrow Agent or the Manager shall not be entitled to deduct from the Special Escrow Account any fees, expenses and disbursements charged or incurred by the Escrow Agent or the Manager, in connection with this Agreement.

6.5 Miscellaneous operational covenants

The parties agree that the obligations of the Escrow Agent shall be limited to the terms and conditions as mentioned herein and no further implied duties or obligations shall be cast on the Escrow Agent.

The Escrow Agent is not responsible to track or monitor any event (except the timelines given in the instructions from Manager), act or omission of any parties under this Agreement. The Escrow Agent's sole responsibility shall be to execute the written instruction of the Party in capacity as an Escrow Agent.

In respect of any communications that are to be provided by the parties to the Escrow Agent in accordance with this transaction, the Escrow Agent shall be entitled to rely upon the contents of such communications as being true and the Escrow Agent shall not be liable to any party in the event of the contents of such communications being false or incorrect in any manner whatsoever. In that case, the manager shall be in breach and shall indemnify as per Clause 12 of this agreement.

In respect of any intimation to the Escrow Agent that any permission or approval has been obtained, the Escrow Agent shall be entitled to presume that such permission or approval has been duly obtained and is adequate, proper and valid and all conditions thereof have been duly fulfilled; and the Escrow Agent shall be entitled to rely upon such intimations and shall not be obliged to verify the contents, adequacy, validity or fulfilment of the conditions thereof. The Escrow Agent shall not be liable if it acts on any instructions, which are unclear and/or ambiguous, and shall not be liable and responsible for the same. Without prejudice to the above, if any Instructions are unclear and/or ambiguous, the Escrow Agent may refer back to the Party issuing the Instructions for clarification and may not, in its absolute discretion and without any liability on its part, act upon the Instructions until any ambiguity or conflict has been resolved to its satisfaction. In that case, the manager shall advise the Company, if Company needs to apply for any permission or approval or shall apply directly as the case may be and shall be responsible to comply with the same.

Any act to be done by the Escrow Agent shall be done only on a Business Day, during banking business hours, at [Mumbai, India] and in the event that any day on which the Escrow Agent is required to do an act, under the terms of this Escrow Agreement, is a day on which banking business is not, or cannot for any reason be conducted, then the Escrow Agent shall do those acts on the next succeeding Business Day. Unless necessary otherwise in the interest of the transaction, the bank shall endeavor to do all such acts, other than normal banking business hours to make this transaction successful and in timely manner.

7. RIGHTS AND OBLIGATIONS OF THE ESCROW AGENT

- 7.1 The Escrow Agent may use any form of electronic monitoring or recording as the Escrow Agent deems appropriate for security and service purposes.
- 7.2 Notwithstanding any other provisions of this Agreement, the Escrow Agent shall not be obliged to make any payment or otherwise to act on any Communication received by it under this Agreement if:
 - a. it is unable to verify the signature on the Communication against the specimen signature provided for the relevant Authorised Signatories hereunder; or
 - b. the Communication, whether received by facsimile or in original, is illegible, unclear,

incomplete, garbled, erroneous, ambiguous or contradictory to the terms hereof or any other Communication.

- c. the Communication appears to be contrary to Applicable Laws, in sole discretion of the Escrow Agent.
- 7.3 The Escrow Agent shall be entitled to presume, that any Communication(s) from the Manager duly authorized by the persons listed in **Schedule 3 ("Authorised Signatories")**, are correct, accurate and in accordance with Applicable Laws, and it shall merely be required to act as per such Communications received through email or in original in the respective formats in Schedules of this Agreement. The Manager undertakes to give the Escrow Agent two (2) Business Days' notice in writing of any amendment to its Authorised Signatories giving details specified in **Schedule 3**.
- 7.4 The Manager and the Company acknowledge that they are fully aware of the risks associated with transmitting Communications via facsimile and/or email and agree and undertake that in case of Communication by facsimile and/or e-mail, they; shall deliver the original of the Communication to the Escrow Agent within three (3) days of its transmission via facsimile/email.
- 7.5 The Parties agree that communications from the Manager to the Escrow Agent shall, for all intents and purposes, be deemed to over-ride and supersede any Communications to the contrary from the Company to the Escrow Agent.
- 7.6 The Escrow Agent may use, and its performance will be subject to the rules of any communications, clearing or payment systems, intermediary bank or other system.
- 7.7 All Communications, including notices, shall be provided as required by the terms of this Agreement and the Escrow Agent shall be entitled, without liability, to not act upon any Communications that are contrary to this Agreement or Applicable Laws.
- 7.8 All acts to be done by the Escrow Agent shall be required to be done only on a Business Day and during usual banking hours. In the event that any day on which the Escrow Agent is required to do an act under the terms of the Agreement, is not a Business Day or is a day on which banking business cannot, for any reason beyond the control of the Escrow Agent, be conducted, then the Escrow Agent shall be entitled to do those acts on the next succeeding Business Day.
- 7.9 The Company agrees that the Escrow Agent shall not, in any way, be responsible or liable to the other Parties or any third person, for deduction or withholding of any taxes in relation to the transaction for which the Escrow Account and Special Escrow Account have been established pursuant hereto and the Company acknowledges and confirms that it shall be solely and absolutely liable for any and all deductions or withholdings and payments of taxes, levies, cesses and all other statutory dues in relation thereto. The Company confirms that the Escrow Agent shall not be responsible or liable for payment of any stamp duty payable in relation to this Agreement as well as any other instruments executed pursuant hereto.
- 7.10 The Escrow Agent shall have no other obligations or duties other than those set out in this Agreement. The Escrow Agent shall not be required to be aware or be bound by any agreement other than this Agreement. The Parties agree that in the event of a conflict between this Agreement and any other agreement/arrangement, the provisions of this Agreement shall prevail with regard to the Escrow Agent.
- 7.11 The duties of the Escrow Agent under this Agreement are purely ministerial, administrative and non-discretionary in nature. Neither the Escrow Agent nor any of

its officers or employees or agents shall, by reason of any matter or thing contained in this Agreement, be deemed to be a trustee for or have any fiduciary relationship with any of the other Parties or any other Person. The Escrow Agent's duty in respect of the Escrow Account and the Special Escrow Account is solely to keep the same safe and release them in accordance with the terms of this Agreement and Applicable laws.

- 7.12 The Escrow Agent shall act in good faith, in pursuance of the written instructions by the Manager. The Escrow Agent shall act promptly on the receipt of such instructions within the time periods specified in this Agreement.
- 7.13 The Escrow Agent shall take all necessary steps to ensure closure of the Escrow Account and Special Escrow Account, once all monies are transferred into the Company's account and the benefits are transferred to the designated accounts of the selling Shareholders.
- 7.14 The Escrow Agent shall within 7 days from the end of the month and as and when required by the Manager, provide a statement of account detailing all deposits, transfers, and disbursements of funds to and from the Escrow Account on a monthly basis to the Company as well as the Manager.
- 7.15 The Parties undertake not to breach or cause to breach any of the covenants and obligations stated in this Agreement.
- 7.16 Any party to this Agreement can terminate this Agreement by giving 7 days Written Notice in advance.
- 7.17 Miscellaneous

The Escrow Agent shall not be liable or responsible for any delay in performing or non-performance of its functions by reason of any statutory approval or consent not having been obtained prior to the time for such performance.

The Escrow Agent is not required to withhold any amount from or in respect of the transactions contemplated herein, pursuant to any law, including, without limitation, any requirement for withholding tax. Provided however, any interest payments paid by the Escrow Agent in accordance with the terms of this Agreement shall be subject to deduction of withholding tax. However, in the event of any governmental authorities /investigating agency/enforcement agency issue any direction/orders to the Escrow Agent to withhold, any amount lying the above Accounts or direct/order to act as per the direction/order of such authorities, the Escrow Agent shall comply with such orders/direction with prior intimation to the escrow parties.

The Escrow Agent shall not be concerned with any inter se disputes or claims between the Parties.

The Escrow Agent shall be entitled to rely and act upon any order or judgement of a court delivered to it without being required to inquire into or determine the authenticity thereof or the genuineness of the signature thereon or the authority of the signatory thereof or the correctness of any fact stated therein or the property or validity of the service thereof.

The Parties agree that Escrow Agent is acting in its capacity as an Escrow Agent only and shall not be deemed to act as a trustee or as an adviser to the Parties in the performance of its obligations under the Agreement.

The Escrow Agent, at its sole discretion, shall be entitled to refrain from taking actions that are determined by it as being in contravention of applicable law.

In respect of any notices that are to be provided by the Parties to the Escrow Agent in accordance with the terms of this Agreement, the Escrow Agent shall be entitled to rely upon the contents of such notices as being true and shall not be liable to any Party in the event of the contents of such notice being false or incorrect in any manner whatsoever.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Escrow Agent represents, warrants, undertakes and covenants to each of the other Parties that:

- a. the Escrow Agent is a scheduled commercial bank and duly constituted under the Banking Regulation Act, 1949 having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (W) Mumbai 400013 and validly existing under the laws of India and has all requisite legal power and authority to enter into this Agreement and to perform its duties and obligations hereunder;
- b. This Agreement constitutes a valid, legal and binding obligation on its part and is enforceable against it in accordance with the terms hereof;
- c. The execution, delivery and performance of this Agreement and any other document related hereto has been duly authorized and does not and will not contravene (a) any Applicable Law, (b) its organization documents;
- d. It shall honor all instructions duly given under this Agreement;
- e. No mortgage, charge, pledge, trust, or any other security interest or other encumbrance exists, or shall be created over the Escrow Account and Special Escrow Account or the monies deposited therein, by the Escrow Agent;
- f. Until receipt of the Refund Notice, in accordance with Clause 4.4 and transfer of funds in accordance with Clause 6.3 of this Agreement, the Company shall not have recourse to the balance amounts lying to the credit of the Escrow Account and the Special Escrow Account;
- g. It does not have (and will not have) any beneficial interest in the amounts lying to the credit of the Escrow Account and the Special Escrow Account and that such amounts shall be applied only in accordance with the provisions of this Agreement and the Buyback Regulations;
- h. It holds a "Certificate of Registration" to act as a "banker to an issue" in accordance with the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994, as amended ("Banker to an Issue Regulations"), and such certificate is and, until completion of all payments to be processed under the Buyback, will be valid and in existence and that the Escrow Agent is and, until completion of all payments to be processed under the Buyback, will be entitled to carry on business as "banker to an issue" under the Securities and Exchange Board of India Act, 1992, as amended, and the Applicable Law.

8.2 The Company and the Manager represent, warrant, undertake and covenant to the Escrow Agent that;

- a. the transactions as referred to in this Agreement and the underlying transactions are pursuant to and in consonance and conformity with, all Applicable Laws and all necessary regulatory and other approvals required for consummation of the transactions contemplated herein have been obtained or shall be applied for; and

- b. the Escrow Agent is not required to withhold any amount from or in respect of the transfers mentioned above pursuant to any law, including without limitation, any requirement for withholding tax.

8.3 Each Party for itself represent, warrant, undertake and covenant to the other Parties that;

- a. it has the power and authority to execute this Agreement and perform its obligations hereunder;
- b. its obligations under this Agreement constitute legal, valid and binding obligations enforceable in accordance with the terms of dais Agreement;
- c. 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;
- d. entering into this Agreement and the transactions referred to in this Agreement and taking any steps in respect thereof, do not and will not involve a breach of any contractual, statutory, regulatory, legal or other provision or obligation to which it is subject and that it has not taken and will not take any action and know of no matter as a result of which it would be in Violation of and/ or not be able to give this confirmation were they required to repeat it any time during the period of this Agreement;
- e. it has not received, and does not to the best of its knowledge have any reason to expect to receive, any notice, intimation, information and/or other communication of any proceeding, investigation, inquiry, award or order (by whatever name called) which in respect of, or which may prevent or impede the completion of, the transactions contemplated herein.

8.4 Each Party shall forthwith inform the other Parties in writing in the event of any of the said representations or warranties contained in this Agreement becoming false or incorrect, along with the reasons thereof.

9. TIME OF ESSENCE

The Parties hereto agree that time shall be of essence in respect of the performance by each of the Parties, of their respective duties, obligations and responsibilities under or pursuant to this Agreement.

10. REPLACEMENT OF THE ESCROW AGENT

10.1 The Company may, in consultation with the Manager, at any time, replace the Escrow Agent by giving a written notice to such effect, and the details of a successor escrow agent, to the Escrow Agent, provided that the successor escrow agent has also executed an agreement with the Company and the Manager substantially in the same form as this Agreement. Within one (1) Business Days of receipt of such notice and details, the Escrow Agent shall transfer all the amounts outstanding in the Escrow Account and the Special Escrow Account to the successor escrow agent.

10.2 Subject to what is stated in this Agreement, the Escrow Agent may, at any time, resign by giving advance written notice of not less than 10 Business Days (a "**Resignation Notice**") to such effect to the Company and the Manager. On receipt of a Resignation Notice from the Escrow Agent, a successor escrow agent shall be appointed as soon as reasonably possible and

in any event within thirty (30) days of receipt by the Manager of the Resignation Notice, in accordance with Clause 10.3.

- 10.3 The Company and the Manager shall make best efforts to decide upon the successor escrow agent, and jointly serve a notice on the Escrow Agent mentioning the successor escrow agent within ten (10) Business Days of the Resignation Notice, failing such notice, the Company shall be entitled to appoint any scheduled commercial bank holding "Certification of Registration" as "banker to an issue" in accordance with the Banker to an Issue Regulations as the successor escrow agent within thirty (30) Business Days from the date of the Resignation Notice by a unilateral notice to the Escrow Agent with a copy to the Manager. On the receipt of such notice, and subject to the Company and the Manager having executed an agreement with the successor escrow agent substantially in the same form as this Agreement and be bound by the terms, conditions and obligations herein, the Escrow Agent shall transfer all the amounts outstanding in the Escrow Account and the Special Escrow Account to the successor escrow agent.
- 10.4 The Escrow Agent shall continue to be responsible for any and all of its actions and omissions until such resignation becomes effective. The Escrow Agent shall continue to perform its obligations until the appointment of the successor escrow agent. If within thirty (30) Business Days from the date of the Resignation Notice, a successor escrow agent has not been appointed in accordance with Clauses 10.2 and 10.3 above, the Escrow Agent shall appoint a successor agent itself and transfer all the amounts outstanding in the Escrow Account and the Special Escrow Account to such successor escrow agent.
- 10.5 The Manager may terminate this Agreement, immediately upon written notice to the Escrow Bank and the Company if the Manager reasonably determines that it can no longer continue as the merchant banker for the Buyback in accordance with applicable law or professional obligations.
- 10.6 Notwithstanding anything contained in this Agreement, the Company and the Manager unconditionally agree and confirm that the Escrow Agent shall have the right to exit / resign, at any time, assigning a valid reason, from this Agreement or terminate this Agreement by giving 30 days' notice in writing to the Company and the Manager. The Parties shall, within the notice period, appoint any other person to perform the functions of the Escrow Agent, failing which Escrow Agent shall not be liable for any and all of its actions and omissions post such termination/resignation. Upon expiry of the aforesaid notice period, the Escrow Agent shall, transfer the amount/s lying in the Escrow Account to such account as may be designated by the Company, and the Escrow Agent shall stand discharged / released from all its obligations under this Agreement.

11. TERMINATION

- 11.1 This Agreement shall terminate on:
- a. transfer of the entire balance amount from the Escrow Account and Special Escrow Account in accordance with Clauses 4.4 and 6.3. respectively, of this Agreement and Applicable Laws; or
 - b. prior to the occurrence of the event in such clause (a) above, upon the Escrow Agent handing over all the amounts outstanding in the Escrow Account and the Special Escrow Account to a successor escrow agent in accordance with this Agreement.
- 11.2 The Escrow Account and Special Escrow Account shall stand closed pursuant to termination of this Agreement in accordance with this Clause 11.1.

11.3 The provisions of clauses 12, 13, 14.1, 14.3, 14.6 and this clause 11 shall survive for the period of 1 (One) year from the date of the execution of this Agreement or from the date of the Public Announcement is made by the Manager, whichever is later.

12. INDEMNITY

12.1 The Company shall indemnify and keep the Escrow Agent (and without limitation, its, directors, officers, agents and employees) (each an "Indemnified Party"), indemnified and hold each of them harmless from and against any and all losses, liabilities, claims, actions, damages, fees and expenses claimed (including lawyers' fees and disbursements), arising out of or in connection with this Agreement., provided that the foregoing indemnification shall not be applicable in circumstances, arising from gross negligence, or willful misconduct of Escrow Agent, primarily not performing the obligations stipulated in this agreement.

12.2 The party/parties in breach of this agreement hereby agrees to protect, defend, indemnify and hold harmless the other party against any and all costs, charges, losses, claims, damages, disbursements, liabilities and expenses, including legal/litigation costs and attorney's fees, which may be imposed upon or incurred by other party in connection with its acceptance of, or appointment as, Company/Manager/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.

12.3 The Escrow Agent undertakes to indemnify the Company and the Manager, its Directors and Shareholders, against any and all claims or liabilities arising out of any failure by it to comply with the governing law in performing its obligations or exercising its rights hereunder mentioned in this Agreement and/or in respect of any breach, action, inaction, omission or negligence on the part of the Escrow Agent in complying with terms of this Agreement.

13. COMMUNICATION

13.1 Any notice, request or other communication given pursuant to this Agreement must be in writing and (a) delivered personally, or (b) sent by registered mail, postage prepaid or established courier service to the address of the Party specified below or such other address as such Party notifies to the other Parties from time to time. All notices and other communications required or permitted under this Agreement that are addressed as provided in this clause will (a) if delivered personally or by an established courier service, be deemed given upon delivery (b) if sent by registered mail, be deemed given when received.

If to the Company:

Company Secretary & Chief Financial Officer

MPS Limited

C-35, Sector-62, Noida – 201307,

Uttar Pradesh, India

Tel. No.: +91-120-4599753 | **Fax No.:** +91-44-49162225

Contact Person: Mr. Sunit Malhotra

Email: sunit.malhotra@mpslimited.com, secretarial@mpslimited.com

If to the Manager:

Ernst & Young Merchant Banking Services LLP

The Ruby, 14th Floor, 29 Senapati Bapat Marg,

Dadar West, Mumbai – 400028

Tel No.: +91-22-6192 0000 | **Fax No.:** +91-22-6192 1000

Contact Person: Mr. Gigy Mathew

Email: gigy.mathew@in.ey.com

If to the Escrow Agent:

HDFC Bank Limited

FIG - OPS Department,

HDFC Bank Ltd,

Lodha - I Think Techno Campus, O-3 Level,

Next to Kanjurmarg Railway Station,

Kanjurmarg (East), Mumbai - 400042

Tel No.: +91 022-30752914 / 28 / 29 | **Fax No.:** [●]

Contact Person - Siddharth Jadhav / Prasanna Uchil / Neerav Desai/ Vincent Dsouza

Email ID - siddharth.jadhav@hdfcbank.com, prasanna.uchil@hdfcbank.com,

neerav.desai@hdfcbank.com, vincent.dsouza@hdfcbank.com,

Rishipreet.Bhatia@hdfcbank.com, Sachin.Dixit@hdfcbank.com.

- 13.2 A Communication shall be deemed delivered upon receipt. A Communication shall be deemed to be received by the Escrow Agent on a Business Day only if it is received prior to 5 PM on that Business Day and communications received after 5 PM or, a Business Day or on a day that is not a Business Day shall be deemed to be received on the next succeeding Business Day, which shall be taken to be the first day for the purposes of calculating any stipulated period set-out in this Agreement.
- 13.3 The Parties agree that they shall comply with agreed security procedures (the "**Procedures**"), as detailed in **Annexure 1** hereto), designed to verify the origination of Communications between themselves.
- 13.4 The Escrow Agent is not obliged to do anything other than what is contained in the Procedures to establish the authority or identity of the person sending a Communication. The Escrow Agent is not responsible for errors or omissions made by any of the other Parties or the duplication of any Communication by any of the Parties. The Escrow Agent may act upon a Communication if it reasonably believes that it contains sufficient information.
- 13.5 Each of the Parties understands, acknowledges and accepts that data, in the course of transmittal over public lines, such as when sent by facsimile or over the Internet, is prone to risks of unauthorized access, use and/ or alteration. The Company and the Manager understand that the Escrow Agent shall be entitled to rely on the veracity of a Communication as received by the Escrow Agent and authorizes the Escrow Agent to send Communications over public lines via such modes as may be agreed between the Parties from time to time and agrees to exempt the Escrow Agent from any and/or all responsibility in this regard.

14. MISCELLANEOUS

- 14.1 **Confidentiality:** No Party shall disclose any confidential or proprietary information of any other Party nor the terms of this Agreement to any person, except as required under the Buyback Regulations or with the prior written consent of the other Party or Parties, as the case may be, or pursuant to a written request or order of a competent authority or court unless such information is already in public domain or comes to the knowledge of such Party without breaching their obligations under this Agreement.
- 14.2 **Force Majeure:** 'Force Majeure Event' means any event including but not limited to an act of God, flood, fire, epidemics, natural calamities, riots, civil commotion or unrest, terrorism, war, strikes or lockouts, expropriation or other governmental actions, lockdowns, pandemic, epidemics, any changes in Applicable Law or regulation including changes in market rules, currency restrictions, devaluations or fluctuations, market conditions affecting the execution or settlement of transactions or the value of assets and breakdown, failure or malfunction of any telecommunication and information technology systems beyond the control of any Party, which

restricts or prohibits the performance of the obligations of such Party contemplated by this Escrow Agreement.

Provided, however, that such Party shall promptly inform the other Parties of the occurrence of any force Majeure Event and each of the Parties shall make their best efforts to remedy or mitigate the effects of the Force Majeure Event and shall agree on a reasonable time frame within which the affected obligation or duty should be performed. The Parties shall take all reasonable steps within their power to recommence performance of this Agreement on the ceasing of such event. Provided further that even in the event of such force majeure event, unless required by law or instructed otherwise by the Manager, the Escrow Agent shall not release the Funds until the cessation of such force majeure event and shall thereafter release the same only in accordance with this Agreement.

The Parties shall not be held liable for any loss or damage or failure to perform its obligations hereunder, or for any delay in complying with any duty or obligation, under or pursuant to this Escrow Agreement arising as a direct or indirect result of any Force Majeure Event. In no event shall the Parties be liable for incidental, indirect, special, punitive or consequential damages caused to the other Parties.

The Parties may not recover from the Manager, in contract or tort, under statute or otherwise, any loss or damage arising out of this Agreement or otherwise relating to the Manager's performance of duties under this Agreement except for losses or damages arising out of Manager's fraud.

- 14.3 **Arbitration:** If any dispute, difference or claim arises between the Parties hereto in connection with this Agreement, including the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, shall be resolved by arbitration as set forth herein. Any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by such Parties having the same interest as claimants ("Claimant(s)"), the other to be appointed by the other Parties ("Respondent(s)"), and the third to be jointly appointed by the two arbitrators appointed by the Claimants and the Respondents. All proceedings in any such Arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 (the "Arbitration Act") and shall be conducted in English. The Arbitration shall take place in New Delhi, India and shall be governed by the laws of India. The Parties shall share the costs of such arbitration equally while each Party shall bear its own costs of preparing and presenting its case to arbitration panel unless otherwise awarded or fixed by the arbitral tribunal. The arbitrators may award to the disputing party that substantially prevails on the merits, its costs and expenses (including fees of its counsel). The arbitrators shall have the power to award interest on any sums awarded. The arbitral award shall state the reasons on which it is based. The award given by the majority of the arbitrators shall be final, conclusive and binding upon the parties and can be enforced by any court of competent jurisdiction. The disputing parties shall cooperate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement. Any reference of the dispute to arbitration under this Agreement shall not affect the performance of terms, other than terms related to the matter under arbitration, by the Parties under this Agreement. Subject to the foregoing provisions, the courts in New Delhi, India shall have exclusive jurisdiction in relation to proceedings under the Arbitration Act.
- 14.4 **Counterparts:** This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

- 14.5 **Amendments**: No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties to this Agreement.
- 14.6 **Governing Law and Jurisdiction**: This Agreement shall be governed by and construed in accordance with laws of India. Subject to Clause 14.3 above, competent courts in New Delhi shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Agreement.
- 14.7 **Ambiguity**: If any of the instructions are not in the form set out in this Agreement, the Escrow Agent shall bring it to the knowledge of the Company and the Manager to the issue immediately and seek clarifications to the Parties' mutual satisfaction.
- 14.8 **Conflict**: In the event of any inconsistency or conflict between the provisions of this Escrow Agreement and any other agreement or contract between the Company and the manager, in connection with the subject matter covered herein, this Escrow Agreement shall prevail.
- 14.9 **General**: All such instructions and the Escrow Agent's duties, obligations and functions pursuant to this Agreement shall be carried out subject to the local laws, regulations, customs, procedures and practices applicable at the place of performance of such instructions or to which the Escrow Agent is otherwise subject and shall be governed and construed in accordance with the local law applicable at such place of the performance.
- 14.10 **Expenses**
- a) It is expressly agreed by and between the parties that the Parties who are in breach shall bear and pay upfront in equal proportion all the costs, charges and expenses including the fees of the Advocate/s that may be incurred by the other party not in breach on account of any litigation arising out of or in connection with this Agreement and the other party shall not be required or liable to bear or pay any such costs and expenses. In the event the other party not in breach, without prejudice to its rights herein, happens to incur any such costs, charges and expenses (including fees of other party Advocate/s), the same shall be reimbursed by the Parties to other party in equal proportion immediately upon demand from the other party not in breach without raising any dispute.
- b) The Parties who are in breach further agree and undertake to pay or reimburse to the other party immediately on demand without any dispute all costs, charges and expenses arising out of or in connection with this Escrow Agreement 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.
- c) The Company confirm that it shall be liable for payment of all stamp duties payable in relation to this Escrow Agreement as well as any other documents executed pursuant hereto and the Escrow Agent and the Manager shall not be responsible or liable for the same, under any circumstances.

In witness whereof the Parties hereto have set their hands on the day and the year hereinabove written:

For and on behalf of
MPS Limited



Sunit Malhotra
Company Secretary & Chief Financial Officer

For and on behalf of
Ernst & Young Merchant Banking Services LLP

A handwritten signature in blue ink, appearing to be the name 'Parag Mehta', written over the company name.

Name : Parag Mehta
Designation: Partner

For and on behalf of
HDFC Bank Limited



TILAK RAJ CHAUHAN
Assistant Vice President
Emp. Code: T0320
Backup - BM/BDA

Name:
Designation:

Schedule 1

LETTER FROM ESCROW AGENT TO CONFIRM RECEIPT OF ESCROW AMOUNT IN THE ESCROW ACCOUNT

[On the letterhead of the Escrow Agent]

Date:

To
[Company]

and

[Manager]

Subject: Opening of Escrow Account on behalf of MPS Limited

We confirm that we have, in terms of the Escrow Agreement dated [●] ("**Escrow Agreement**") between MPS Limited, Ernst & Young Merchant Banking Services LLP and ourselves, opened as an escrow account no. [●] ("Escrow Account") in our bank branch at [●]. The title of the account is "MPS Limited – Buyback 2020 – Escrow A/c" "

We confirm that the balance to the credit of the Escrow Account is INR [●]/- (Indian Rupee as [●] only) as on [●], 2020

We confirm that the account shall be allowed to be operated in terms of the Escrow Agreement and the account opening documentation. We also confirm that we will release the monies in the Escrow Account only upon receiving instructions as per the Escrow Agreement. Terms used but not defined in this letter shall have the same meaning attributed to them under the Escrow Agreement.

Thanking you,

Yours faithfully,
For HDFC Bank Limited (Escrow agent)

Authorised Signatory
Copy to:

Attn:

Schedule 2

LETTER FROM ESCROW AGENT TO CONFIRM RECEIPT OF SPECIAL ESCROW AMOUNT IN THE SPECIAL ESCROW ACCOUNT

[On the letterhead of the Escrow Agent]

Date:

To
[Company]

and

[Manager]

Subject: Opening of a Special Escrow Account on behalf of MPS Limited

We confirm that we have, in terms of the Escrow Agreement dated [●] ("**Escrow Agreement**") between MPS Limited, Ernst & Young Merchant Banking Services LLP and ourselves, opened as an escrow account no. [●] ("**Special Escrow Account**") in our bank branch at [●]. The title of the account is "MPS Limited – Buyback 2020 – Special Escrow A/c" "

We confirm that the balance to the credit of the Special Escrow Account is INR [●]/- (Indian Rupee as [●] only) as on [●], 2020

We confirm that the account shall be allowed to be operated in terms of the Escrow Agreement and the account opening documentation. We also confirm that we will release the monies in the Escrow Account only upon receiving instructions as per the Escrow Agreement. Terms used but not defined in this letter shall have the same meaning attributed to them under the Escrow Agreement.

Thanking you,

Yours faithfully,
For HDFC Bank Limited (Escrow agent)

Authorised Signatory
Copy to:

Attn:

SCHEDULE 3

Specimen Signature of the Authorized Signatories of the Manager:

Sr. No	Name	Designation	Specimen Signature
Instructions to Escrow Agent shall be signed jointly by any two of the below signatories			
1.			
2.			
3.			
4.			
5.			

SCHEDULE 4

Success Notice

(On the Letter Head of the Manager)

Date:

Attn:

Dear Sirs,

Re: Success Notice

This has reference to the Escrow Agreement dated [●]. Terms used but not defined in this letter shall have the same meaning attributed to them under the Escrow Agreement.

Pursuant to Clause 4.3 of the Escrow Agreement, we hereby direct you to transfer the INR [●] (being 90% of the amount lying in Escrow Account), from "MPS Limited – Buyback 2020 – Escrow A/c" " bearing account number [●] to "MPS Limited – Buyback 2020 – Special Escrow A/c" " bearing account number [●].

Yours faithfully,

Name

Designation

SCHEDULE 5

*Fund Transfer from the Special Account to broker pool account
(On the Letter Head of the Manager)*

Date:

Attn:

Dear Sirs,

Re: Request to transfer funds from Special Account

This has reference to the Escrow Agreement dated [●]. Terms used but not defined in this letter shall have the same meaning attributed to them under the Escrow Agreement.

Pursuant to Clause 6.1 of the Escrow Agreement, we hereby (i) authorize you to debit the “MPS Limited – Buyback 2020 – Special Escrow A/c” bearing account number [●] for the value of [●] (Rupees [●]) to the Broker's account in the following manner:

Name of the Stock Broker	Account number	Bank	Branch	Amount (INR)
	[●]	[●]	[●]	[●]

Yours faithfully,

For Ernst & Young Merchant Banking Services LLP

Authorised Signatory

Cc:[Company]

SCHEDULE 6

[On the letterhead of the Manager]

Date:

Attn:

Dear Sirs,

Re: Transfer from the Escrow Account to the Company

This has reference to the Escrow Agreement dated [●]. Terms used but not defined in this letter shall have the same meaning attributed to them under the Escrow Agreement.

We confirm that that the Offer has been successfully completed and is in compliance with the Securities and Exchange Board of India (SEBI) Buyback Regulation and other regulatory bodies' regulations. Pursuant to Clause 4.4 of the Escrow Agreement, we hereby irrevocably direct you to release the Escrow Amount lying in “MPS Limited – Buyback 2020 – Escrow A/c” bearing account no. [●] of INR [●], to Company in the following manner:

Name of the Company	Account number	Bank	Branch	Amount (INR)
MPS Limited	[●]	[●]	[●]	[●]

For Ernst & Young Merchant Banking Services LLP

Authorised Signatory

SCHEDULE 7

Communication from the Company (on letterhead of the Company)

Date:
From
[Company]

To
[Manager]

To
[Escrow Agent]

Re: Transfer of Funds

This has reference to the Escrow Agreement dated [●] executed between MPS Limited, Ernst & Young Merchant Banking Services LLP and HDFC Bank Limited (" Escrow Agreement"). Terms used but not defined in this letter shall have the same meaning attributed to them under the Escrow Agreement.

Pursuant to the terms of the Escrow Agreement, we hereby inform you that we would be depositing in the Escrow Account (Account No [●]) maintained with the Escrow Agent an aggregate amount of INR [●], being the Escrow Cash.

We would request the Escrow Agent to confirm the receipt of the aforementioned monies in the Escrow Account.

Yours faithfully

[Name]
[Designation]

SCHEDULE 8

Communication from the Company (on letterhead of the Company)

Date:
From
[Company]

To
[Manager]

To
[Escrow Agent]

Re: Transfer of Funds

This has reference to the Escrow Agreement dated [●] executed between MPS Limited, Ernst & Young Merchant Banking Services LLP and HDFC Bank Limited (" Escrow Agreement"). Terms used but not defined in this letter shall have the same meaning attributed to them under the Escrow Agreement.

Pursuant to the terms of the Escrow Agreement, we hereby inform you that we would be depositing in the Special Escrow Account (Account No [●]) maintained with the Escrow Agent an aggregate amount of INR [●], being the Special Escrow Cash.

We would request the Escrow Agent to confirm the receipt of the aforementioned monies in the Escrow Account.

Yours faithfully

[Name]
[Designation]

ANNEXURE 1

PROCEDURE FOR INSTRUCTIONS

- 1) In the course of this Agreement, the Manager, from time to time, require TO PROVIDE instructions to the Escrow Agent for transactions contemplated in this Agreement and/ or modifications thereof, (collectively. "Instructions", and in the singular, an "Instruction"), in form and manner acceptable to the Escrow Agent, and in accordance with this Agreement, through their Authorized Signatories (as intimated to the Escrow Agent, in accordance with the Agreement).
- 2) The Instructions by electronic scanned copy or in original hard copy shall be sent/ delivered by the Manager, duly signed by its Authorized Signatories, in conformity with the specimen signatures of the Authorized Signatories registered with the Escrow Agent. The Manager and the Company hereby authorize and instruct the Escrow Agent to act in accordance with such Instructions received in accordance with the procedures set-out herein.
- 3) The Escrow Agent will verify the signatures on the Instructions by electronic scanned copy or on original hard copy, with the specimen signatures of the Authorized Signatories provided to the Escrow Agent by the Manager. For facsimile Instructions, the Escrow Agent will be required to, act on the Instruction only after the Escrow Agent in a recorded telephone call with one of the Authorized Signatories or Callback Contacts, receives confirmation with regard to the provision of the Instruction. This procedure shall be applicable in case of even Instructions by original hard copy.
- 4) The Manager and hereby agree that all Instructions by electronic scanned copy or by original hard copy shall exclusively use the formats prescribed in the Agreement, if any such formats are prescribed.
- 5) The Manager hereby:
 - i. confirm that they shall be bound by the contents of Instructions sent by electronic scanned copy to the Escrow Agent, and that, in the event of any discrepancy between the Instructions as sent by electronic scanned copy and the original of the Instructions, the Instructions sent by electronic scanned copy and the particulars as contained therein, and, if the Escrow Agent has acted on the basis of such scanned copy, be deemed by the Escrow-Agent to be the primary document evidencing the Instructions shall prevail, and
 - ii. undertake, without prejudice to the aforesaid, that the Manager shall within seventy two hours of receipt of demand from the Escrow Agent or such time period as may be mutually decided by the Parties, deliver the original of any Instructions to the Escrow Agent.
- 6) The Manager accept full responsibility for requisite due process, safety and security procedures at their end, in the transcribing, signing, issue of Instructions by electronic scan copy to the Escrow Agent, and
- 7) The Escrow Agent shall be entitled not to act on the basis of an Instruction sent by electronic scan copy or original hard copy in the event that the Instruction so received or any part thereof, appears illegible, garbled, erroneous, self-contradictory, incomplete or unclear, or for acting on the immediately succeeding Business Day if an Instruction is received at or beyond the close of banking hours on a Business Day or on a non- Business Day, The Escrow Agent shall notify the Manager, as soon as possible should it elect to not act upon an Instruction received and no liability shall devolve upon the Escrow Agent for not acting thereupon thereafter, and the Manager shall not revoke any Instruction sent by electronic scan copy or otherwise subsequent to their transmittal.

- 8) The Escrow Agent is not required at all to seek to ascertain the validity, genuineness or otherwise of the Instructions received by scan other than adhering to the processes referred to in Paragraph 3 of Annexure 1.