



CHALLAN  
MTR Form Number-6



GRN	MH012253258202021E	BARCODE					Date	25/02/2021-17:27:02	Form ID	
Department	Inspector General Of Registration				Payer Details					
Type of Payment	Non-Judicial Franking Vendor Purchase of Franking Code SoS Mumbai only				TAX ID / TAN (If Any)					
					PAN No.(If Applicable)	AAACY3846K				
Office Name	BOMBAY MUMBAI CITY 1 SUB REGISTRAR				Full Name	Allied Blenders And Distillers Private limited				
Year	2020-2021 One Time				Flat/Block No.					
Account Head Details				Amount In Rs.	Premises/Building					
0030045501	Purchase of Franking Code			100.00	Road/Street					
					Area/Locality					
					Town/City/District					
					PIN					
					Remarks (If Any)					
					LOAN AGREEMENT SVC CO OP BANK LTD					
					Amount In					
					One Hundred Rupees Only					
Total				100.00	Words					
Payment Details	IDBI BANK				FOR USE IN RECEIVING BANK					
Cheque-DD Details				Bank CIN	Ref. No.	69103332021022521698	2664255094			
Cheque/DD No.				Bank Date	RBI Date	25/02/2021-17:32:25	Not Verified with RBI			
Name of Bank				Bank-Branch		IDBI BANK				
Name of Branch				Scroll No. , Date		Not Verified with Scroll				

Department ID :

Mobile No. : 0000000000

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर चलान "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न कचवयाच्या दस्तांसाठी लागू नाही.



100

LOAN AGREEMENT

THIS AGREEMENT is made and executed on this 26th day of February by Allied Blenders and Distillers Private Limited a Private/Public Ltd. Company, registered under the Companies Act, 1956/2013 and having its registered office at 394-c, Lamington Chambers, Lamington Road Mumbai. through its authorized directors Ramakrishnan Ramaswamy & Partners (hereinafter referred to as "the Borrower") which expression shall be deemed to include all executors, administrators assigns and successors in title and attorneys of the ONE PART.

X (1)

OR

THIS AGREEMENT is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ a Partnership firm registered under the Indian Partnership act, 1932 and having their office at \_\_\_\_\_ through its partners \_\_\_\_\_ (hereinafter referred to as "the Borrower") which expression shall be deemed to include all executors, administrators assigns and successors in title and attorneys of the ONE PART.

X (2)

OR

THIS AGREEMENT is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ a proprietary concern and having its office at \_\_\_\_\_ through its sole proprietor/proprietress \_\_\_\_\_ (hereinafter referred to as "the Borrower") which expression shall be deemed to include all executors, administrators assigns and successors in title and attorneys of the ONE PART.

OR

THIS AGREEMENT is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ a Hindu Undivided Family (HUF), through its karta \_\_\_\_\_ and coparceners \_\_\_\_\_ residing at \_\_\_\_\_ (hereinafter referred to as "the Borrower") which expression shall be deemed to include all executors, administrators assigns and successors in title and attorneys of the ONE PART.

X (3)

OR

THIS AGREEMENT is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ residing at \_\_\_\_\_ (hereinafter referred to as "the Borrower") which expression shall be deemed to include all executors, administrators assigns and successors in title and attorneys of the ONE PART.

X (4)

IN FAVOUR OF

SVC CO-OPERATIVE BANK LIMITED, a Co-operative Bank registered under the Co-operative Credit Societies Act (X of 1904 ) and deemed to be registered under the Multi State Co-operative Societies Act, 2002, having its registered office at SVC Tower, Nehru Road, Vakola, Santacruz (East), Mumbai - 400 055 (hereinafter referred to as "the Bank") and amongst others a branch office at Worli which expression shall be deemed to include its administrators, assigns and successors in title and attorneys of the OTHER PART.

X (5)

Whereas the Bank has, at the request of Borrower granted a various facilities to the Borrower as mentioned in the Schedule I hereto (hereinafter referred to as the said facilities/loan)

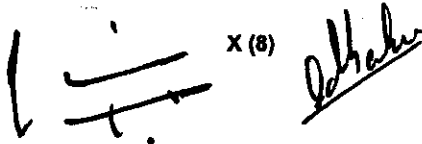
And whereas in consideration of the Bank having granted the said facilities/loan to the Borrower, the Borrower hereby agrees, undertakes, confirms and declares to the Bank as follows :

1. The Borrower confirms and accepts the terms and conditions mentioned in the Bank's Sanction letter dated 18/11/2021 and agrees and covenants with the Bank to abide by the terms and conditions as mentioned in the said sanction letter and also which may be stipulated by the Bank from time to time and notified to the Borrower.
2. The Borrower hereby warrants the correctness of each and every statement and particulars contained in the Application for loan/the proposal for loan made by the Borrower to the Bank.
3. The Borrower agrees that the said Loan shall be governed by the terms and conditions set forth in the Bank's sanction letter and also which are contained herein as well as those embodied in the security documents executed/to be executed by the Borrower from time to time in favour of the Bank in connection with the said loan, except in so far as the said documents may expressly or by necessary implications be modified by these presents.
4. It is agreed by the borrower that the repayment of the said facility/ies shall be secured against the property/ies as mentioned in the Schedule II hereto (hereinafter referred to as the said Property / Security).
5. The Bank shall be entitled to call upon the Borrower and the Borrower shall be liable to furnish to the Bank additional and/or alternate security as decided by the Bank in the event of any substantial deterioration in the value of the security and the Borrower shall be bound to provide any additional security or execute documents to that effect acceptable to the Bank within 15 days from the receipt of the letter from the Bank.
6. **Borrower's Representations, Warrants, Covenants and Undertaking:**  
With a view to induce the Bank to grant the said facility/Loan to the Borrower, the Borrower, hereby represents/warrants/covenants/undertakes with the Bank that the Borrower-
  - (a) has been duly formed and has the power to carry on its business as it is now being carried on and to own its property and assets and has the power to borrow the Loans and the authorised signatories have the authority to execute the loan documentation on behalf of the Borrower;
  - (b) shall furnish to the Bank all such information, statements, particulars, estimates and reports etc. as the Bank may require from time to time as to the compliance with the terms of the Loan and shall also submit to the Bank, in form and details satisfactory to the Bank.
  - (c) shall during the currency of the said loan and continuance of the security always keep the margin as mentioned in the sanction letter or as may be fixed by the Bank from time to time and notified to the Borrower.
  - (d) shall permit the Bank, its servants, agents from time to time and at all reasonable times to enter into and upon the said Property and to inspect the same by an official of the Bank or technical expert and if upon such inspection it appears to the Bank that the said property or any part thereof requires repairs or reconstruction/rebuilding, the Bank shall give notice thereof to the Borrower calling upon the Borrower to do so within one month from the date of such notice there of and on failure of the Borrower to do so, it shall be lawful but not obligatory upon the Bank to reconstruct/rebuild the same at the expenses in all respects of the Borrower and such expenses together with the interest at Bank's prevailing rate then p.a. be charge until the repayment.
  - (e) shall hereby agrees and irrevocably authorises the Bank to debit his SB/OD/CC A/c or any other Account without notice, towards principal, interest and/or charges, expenses etc., due to the Bank under this Agreement to the extent of balance available in the said account and the said debit made as per the authority specifically given hereby. The Banker's right of General Lien is hereby accepted & is fully acknowledged.
  - (f) Shall not change or in any way alter the capital structure of the borrowing concern without the previous permission of the Bank.
  - (g) Shall not implement a new scheme of expansion or take up an allied line of business or manufacture without the previous permission of the Bank;
  - (h) Shall not take up a new project or any large scale expansion

X (6)

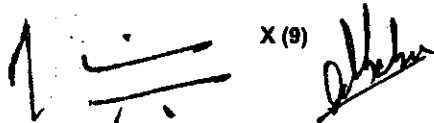
X (7)

- (i) Shall not distribute profits after deduction of taxes, except where the installments of principal and interest payable to the Bank are being paid regularly;
- (j) Shall not withdraw or allow to be withdrawn during the currency of the loan any money brought in by the Borrower or the directors of the borrower;
- (k) Shall not invest any funds by way of deposits, or loans as long as any money is due to the Bank;
- (l) Shall not borrow or obtain credit facilities of any description from any other Bank or credit agency or money lenders or enter into any hire purchase arrangement without previous permission of the Bank;
- (m) Shall not appoint sole selling agents.
- (n) Shall not give guarantee on behalf of third parties
- (o) Shall furnish and verify all statements, accounts, reports, return documents, certificates and information and shall also execute all documents and do all acts and things which the Bank may require to give effect hereto.
- (p) shall not enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of the Bank;
- (q) shall not permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change, without the prior written consent of the Bank;
- (r) shall not effect any material change in the management of the business of the Borrower, without the prior written consent of the Bank;
- (s) shall not make any amendments in the Borrower's Memorandum and Articles without the prior written consent of the Bank;
- (t) shall maintain proper and adequate books and records to correctly and completely reflect the Borrower's financial position and scope of operations and arrange to give inspection of the books of accounts of the Borrower and submit such information and at such times and with such intervals as may be required by the Bank.
- (u) shall make available to the Bank such security in such form and substance as may be required by the Bank;
- (v) shall always have until all its dues hereunder are not repaid to the Bank, a clear and marketable title to the Property/Security, free from all encumbrances whatsoever and shall not during the tenure of the Loan either part with possession of or create third party rights in the Property constituting the Bank's security or any part of it (whether by way of sale, exchange, lease, mortgage, agreement or option or otherwise);
- (w) has no major pending claims, demands, litigation or proceedings against him before any court or authority (public or private);
- (x) shall ensure/utilize the entire loan for that the purpose for which the Loan is advanced by the Bank is fulfilled in all respects and produce to the Bank, the necessary documents, as may be required by the Bank;
- (y) shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility on the property constituting the Bank's security without the prior written consent of the Bank.
- (z) shall not make investments in or grant loans to subordinates, associate concerns, individuals and other parties without the consent of the Bank
- (aa) shall not without consent of the Bank make premature repayments of loans and discharge of other liabilities
- (bb) Shall in addition to the statement/s required by the Bank furnish such other information/documents concerning its trade, business, profession or otherwise as the Bank may require from time to time;
- (cc) shall promptly inform the Bank of any loss or damage to the property constituting the Bank's security due to any force majeure or Act of God;
- (dd) If the market value of the Bank's security depreciates, in the opinion of the valuers or assessors appointed in the manner hereinafter mentioned, by such percentage of its present as the Bank may from time to time decide and if further security to the satisfaction of the Bank be not given then and in such case the Borrower shall within a period of three months from written notice to that effect being given by the Bank reduce this indebtedness to the Bank to an amount which shall bear the same proportion to the then reduced market value of the said property as the loan hereby secured bears to the present market value of the said property PROVIDED THAT for the purpose of this sub-clause the Bank shall have the right at any time to engage competent valuers or Assessors at the expense of the Borrower and the valuation which such valuers or Assessors may make, in respect of the mortgaged premises shall be final and conclusively binding upon the Borrower.
- (ee) In case the Borrower shall neglect to keep the said property or any part thereof in good and

 X (8)

substantial repair and working order or to pay the ground rent, rates, taxes and all outgoings, dues and duties as aforesaid or to effect note or to keep up such insurance or insurances as aforesaid and pay the renewal premium therefore in the manner aforesaid then and so often as the same shall happen, it shall be lawful for but not obligatory upon the Bank to repair and keep in good and substantial repair and working order the said property or any part thereof and pay any such ground rents, rates, taxes, assessments, outgoings, dues, duties and to insure and keep the said property insured in its full value or any part thereof and for such time as the Bank shall think proper and to pay the renewal premium therefore and all moneys expended by the Bank in so doing shall on demand be forthwith repaid by the Borrower with interest at the rate aforesaid from time of the same respectively having been expended and until such repayment the same shall together with interest at Bank's prevailing rate then p.a. be a charge upon the said property and shall not do or suffer to be done any act or commit or allow to be committed any default whereby any such insurance shall be rendered void or voidable or any increased premium become payable therefore and further that all sums of money received under or by virtue of such any insurance or insurances as aforesaid shall at the option of the Bank either be forthwith applied to the extent of the money received in or towards substantially rebuilding and reinstating the said property or any part thereof or in or towards the payment of the said principal sum and interest and all other moneys for the time being remaining due on the security of these presents.

- (ff) shall (in case of more than one Borrower) be jointly and severally liable to repay the Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;
- (gg) shall maintain the said Property constituting the Bank's security in good order and habitable condition and not allow it to deteriorate or commit any act which is destructive or permanently injurious to the property or do anything which will render the security in favour of the Bank, insufficient;
- (hh) shall not stand surety or guarantor for any third party liability or obligation;
- (ii) shall comply with all the terms of the Sanction letter and keep himself aware of the rules of the Bank, as pertaining to this Loan, and in force from time to time
- (jj) agrees that any accretion to the said securities (if any) and other benefits from time to time accruing in respect of the said securities or any part thereof shall also be pledged/mortgaged with the Bank by the Borrower;
- (kk) agrees that the rate of interest paid on Unsecured loans should not exceed the rate of interest paid to the Bank
- (ll) states that they have not created in favour of any person (other than the Bank) any lien, charge, pledge, mortgage or other encumbrance over all or any of the tangible movable/immovable assets which are pledged/hypothecated/mortgaged by them to the Bank under the various security documents executed by the borrower in favour of the Bank and have not borrowed any monies against the said properties/securities from any such person.
- (mm) also states that so long as the borrower continues to be indebted or liable to the Bank any manner, they will not without the previous written consent of the Bank, create or attempt to create in favour of any other person any lien, charge, pledge, hypothecation, mortgage or other encumbrances over all or any of the said assets or over other similar assets whatsoever which the borrower may acquire hereafter ranking either in priority to, Pari pasu with or subsequent to the security in favour of the Bank and will not borrow any monies against the said properties from any other person without the previous consent in writing of the Bank.
- (nn) hereby declares that the Bank will have a charge on the said property not only for the facilities as mentioned hereunder but also for any facilities sanctioned/to be sanctioned by the bank to the borrower in future irrespective of hypothecation/mortgage/charge in respect of the said property/security is created by the Borrower in Bank's favour or not and that the Borrower at no point of time shall dispute the charge of the Bank over the said properties for want of creation of mortgage/hypothecation or otherwise.
- (oo) **ROC CHARGES:** (Charge filing with Registrar of Companies applicable in case of Company and LLP) The Borrower undertakes to create / modify from time to time the ROC charges in favour of the Bank within stipulated time period from the date of execution and to pay relevant ROC charges and professional charges of Company Secretary, in case the filing has been done through the Company Secretary on Bank's Panel. Borrower further undertakes that if Borrower fails to create / modify the ROC charges within stipulated time period, the Borrower will pay the relevant penalty charge of ROC or charges related to delay condonation petition of ROC in addition to the charges mentioned above. Further, it is the responsibility of the Borrower to complete all the formalities and file Bank's Charge with ROC and the Borrower is estopped from disputing the same due to any act or omission on the part of the Borrower in complying with the same.
- (pp) **NOTICE OF INTIMATION / REGISTRATION OF MORTGAGE:** (Charge filing with concerned Sub Registrar of assurances) The Borrower undertakes to file Notice of Intimation and / or register the mortgage document with concerned sub-registrar of assurances with respect to the property

 X (9)

mortgaged to the Bank within stipulated time period from the date of execution of mortgage by paying relevant registration charges etc, and the Borrower is estopped from disputing the same due to any act or omission on the part of the Borrower in complying with the same

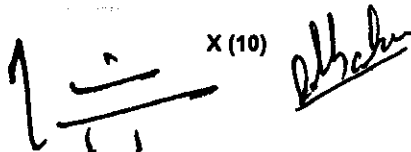
(qq) **CERSAI CHARGES:** (Charge filing with Central Registry of Securitisation Asset Reconstruction and Security Interest of India) The Borrower undertakes that the Borrower has no objection for creation / modification of CERSAI charge by the Bank in its favour and the Borrower will pay the relevant charges incurred by the Bank for completion of CERSAI formalities.

#### 7. FEES, CHARGES, COSTS AND CLAIMS:

- 1.1 The Borrower shall bear all Charges/fees etc., including Service Tax, if any, as mentioned in the sanction letter or hereto which the Borrower agrees to reimburse to the Bank separately.
- 1.2 The Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement (including but not limited to interest tax, fees, stamp duty, processing fee, login fees, costs, service/prepayment and other charges, including on account of execution and stamping of this Agreement and any other documentation or security creation pursuant to this Agreement, claims and expenses including expenses which may be incurred by the Borrower in the enforcement or attempted enforcement of security created in favour of the Bank) to the Borrower's Loan account, unless separately reimbursed to the Bank by the Borrower.
- 1.3 The borrower shall pay Commitment charges as per the Bank's policy on the unutilized portion of the sanction limit to be levied if the limit is not utilised to the extent as per the Bank's policy in this regard.
- 1.4 Non-compliance of any covenants of sanction letter or present agreement or any other documents executed by the borrower for any reason whatsoever will attract penal charges on the sanctioned limits or outstanding balance whichever is higher.
- 1.5 The bank is entitled to charge penal interest at the rates applicable from time to time on the entire outstanding in the sanctioned working capital limits under the following circumstances:
  - Non/delayed submission of monthly stocks/book debts statements
  - Non/delayed submission of audited annual financial statements.
  - Excess borrowings over and above the drawing power or sanctioned limits whichever is less.
  - Default in borrowing covenants.

#### 8. Interest

- i) Interest shall be charged on the outstanding in the said credit facilities at the rate as mentioned in the schedule hereunder written or at such other rates as may be fixed by the Bank from time to time.
- ii) The Bank Shall be entitled at its discretion to change, enhance the rate of interest on the said facilities either on the entire outstanding or on a portion thereof, by reason of change in PLR/Base rate and/or for any irregularity including non observance or non performance of Terms and conditions of the sanction/advances and/or for any other reasons whatsoever as the Bank deems it necessary. It is expressly agreed between the Parties to this agreement that notice of variation of rate of interest by the Bank is waived by the Borrower.
- iii) Rate of interest is subject to change as and when RBI revises the Bank Rate/ CRR/ SLR/ Repo Rate/ Reverse Repo Rate or on account of Increase in cost of funds to the Bank.
- iv) The Bank reserves the right to delink the rate of interest from PLR
- v) The Bank also reserves the right to link the rate of interest to Base rate, if desired, based on the prevailing cost of funds to the Bank at that time plus the applicable risk premium to the account.
- vi) Similarly, if an account pertaining to any facility/ies is irregular or is required to be closed within any stipulated period and the same is not closed by Borrower and consequently if the same becomes overdue, then in such case the Borrower agrees / agree to pay interest penal interest on the arrears/ amount due, as the case may be, at the applicable rate till the regularization closure of the said accounts
- vii) The borrower undertakes to pay penal interest over the agreed rate monthly rest or at such rate as may be fixed by the Bank, from time to time and notified on its Notice Board on the amount overdue,
- viii) In the event of Borrower/s not paying the interest amount payable by his/her/them/it from time to time under these presents, the Bank shall at its discretion be entitled to debit such interest amount to the Overdraft/cash credit/Term loan or any other account of the Borrower/s in accordance with the prevailing practice of the Bank and the interest amount so debited shall be deemed to have been advanced by the Bank in such account and shall become principal amount and form part of the account/s to which such amount/s is/are debited shall carry further interest at the rate or rates in force at the relevant time applicable to the account/s to which the amount/s is/are so debited.
- ix) Agrees that interest, Penal interest, inspection charges, incidental charges, legal charges, prepayment charges etc. may be debited to the account of the Borrower or recover otherwise in case of failure to pay the same on due dates.

 X (10)

- x) Interest payable at the rate/s aforesaid shall be calculated on the daily debit balance in cash credit, current account, Term Loan and other Credit Facility/account(s) and charged accordingly in the said account(s) of each month or quarter or half-year as per the usual practice of the Bank and the Borrower shall pay the same without disputing the correctness thereof when certified by the Branch Manager/Asst. Branch Manager or any officer of the Bank
- xi) Pre - mature/Pre - payment of the loan account will attract the penalty charges at the rate as mentioned in the sanction letter of the Bank
- xii) The Borrower agrees to pay and shall pay to the Bank commission, fees on the Bills of Exchange accepted/agreed to be accepted/discharged within the specified limits and the Guarantees issued/agreed to be issued/Letter of Credit opened/or to be opened and deposit/keep deposited with the Bank margin money at such rates/or rates as the Bank may specify from time to time and the Borrower further understands that the rate/s of commission shall also vary from time to time depending on the directions of FEMA, RBI, Government and as per Bank's own rules and policies from time to time, and the rate/s so specified shall be deemed to be the rate/s expressly agreed to by the Borrower and as if mentioned in these Presents and the Security hereby created shall be deemed to be Securities created for securing such Bills of Exchange from time to time within the specified limits as mentioned in the Sanction Letter.
- xiii) That the Borrower shall submit stock/Book Debt statement to the Bank at regular intervals as stipulated by the Bank and also agree to maintain stipulated margin, non-submission of true and correct stock/Book debts statement at regular intervals would amount to default and the Bank may charge penal interest or such other rate specified in the sanction letter and/or stop the operation of the account at their sole discretion.
- xiv) The Borrower is aware and confirms that the Bank shall at any time and from time to time is entitled to review the rate of interest, and such revised rate of interest shall always be construed as agreed to be paid by the Borrower(s) and hereby secured. Borrowers shall be deemed to have notice of change in the rate of interest whenever the change in the Interest Rate are displayed/notified at/by the Branch as per the Scheme of the Bank.
- xv) All amounts in default for payment (i.e. not paid by the Borrower when due to the Bank), costs, charges and expenses debited to the Loan account shall attract penal interest/charges without there being any need to assign a reason for such revision and interest and penal charges shall thereafter accrue at such revised rate(s) as per the Schedule.
- xvi) Pre-mature / Pre Payment of the loan / credit facility will attract penalty charges, as mentioned hereunder:
  - (a) Penalty charges @ \_\_\_\_\_ % If the facility is taken over / Pre-paid within the first 3 year from the date of the first disbursement. *As per sanction letter dated 18/11/2021* X (11)
  - (b) Penalty charges @ \_\_\_\_\_ % If the facility is taken over / Pre-paid after 3 years from the date of first disbursement. *As per sanction letter dated 18/11/2021.*

On the outstanding balance in case of Term Loans and on the sanctioned limit or the outstanding balance whichever is higher in case of other credit facilities.

- xvii) Non-compliance of any covenants of sanction for any reason whatsoever will attract penal charge @ 2.00 % p.a. (exclusive of Service Tax / Cess if applicable) on the sanctioned limits or outstanding balance whichever is higher. X (12)

**9. Events of defaults:**

Notwithstanding anything herein contained the whole of the loan shall become forthwith due and payable by the borrower to the Bank irrespective of any agreed maturity forthwith and enforce the security created in favour of the Bank upon the happening of any of the following events, namely;

- (a) the Borrower commits any default in the payment of interest, principal, other charges or any obligation and in the payment of any other amounts to the Bank when due and payable;
- (b) the Borrower fails to pay to any person other than the Bank any amount when due and payable or any person other than the Bank demands repayment of the loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower;
- (c) the Borrower defaults in performing any of its obligations under this Agreement or breaches any of the terms or conditions of this Agreement or any other security documents, undertakings etc. executed in favour of the Bank;
- (d) the death, failure in business, going into liquidation/dissolution, amalgamation or reconstruction, except with prior written approval of the Bank, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, filing of any petition of winding up against the Borrower;
- (e) any of the information provided by the Borrower to avail the Loan or any of his Representations, Warranties herein being found to be or becoming incorrect or untrue;
- (f) any person other than the Bank commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of Insolvency;

X (13)

*[Handwritten signature]*

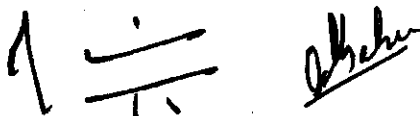
- (g) the value of any security created or tendered by the Borrower, in the sole discretion and decision of the Bank depreciates entitling the Bank to call for further security and the Borrower fails to give additional security;
- (h) the Borrower fails to create the security as provided herein; or
- (i) the Bank, for any regulatory or other reasons, is unable or unwilling to continue the Loan;
- (j) if a Receiver is appointed in respect of the whole or any part of the property/assets/security of the Borrower or if any attachment, distress, execution or other process against the Borrower, or any of the securities is enforced or levied upon;
- (k) if the Borrower ceases or threatens to cease or carry on its Business or if the Co-Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever;
- (l) if it is certified by an Accountant of a Firm of Accountants appointed by the Bank ( which the Bank is entitled and hereby authorised to do so at any time ) that the liabilities of the Borrower exceed the Borrower's assets or that the Borrower is carrying on business at a loss;
- (m) if any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower to repay the Loan or any part thereof (or the implementation of the Project).
- (n) If the Loan or any part thereof is utilised for any purpose other than the purpose for which it is applied by the Borrower and sanctioned by the Bank;
- (o) if any attachment, distress, execution or other process against the Borrower, or any of the securities is enforced or levied upon;
- (p) if any circumstance or event occurs which is prejudicial to or impairs or imperils or jeopardizes or is likely to prejudice, impair, imperil, depreciate or jeopardise any security given by the Borrower or any part thereof;
- (q) if the Borrower, without prior written consent of the Bank, attempts or purports to create any charge, mortgage, pledge, hypothecation, lien or other encumbrance over the Borrower's property or any part thereof, which is or shall be the security for the repayment of the said Dues except for securing any other obligations of the Borrower to the Bank;
- (r) upon happening of any substantial change in the constitution or management of the Borrower without previous written consent of the Bank or upon the Management ceasing to enjoy the confidence of the Bank;
- (s) if the Borrower fails to furnish any information or documents required by the Bank;
- (t) if the Borrower fails to furnish to the Bank detailed end use statement of the Loan as and when so required by the Bank within the time prescribed by the Bank ;
- (u) all or substantially all of the undertaking, assets or properties of the Borrower or its interests therein re seized, nationalised, expropriated or compulsorily acquired by the authority of Government.
- (v) the occurrence of any event or circumstances which in the opinion of the Bank prejudicially or adversely affects or is likely to prejudicially or adversely effect in any manner the capacity of the Borrower to repay the loan;

**10. Consequences of default:**

1. In the event of any default as above the Bank shall have the right:
  - a) to recall and recover the entire dues of the Loan,
  - b) to suspend any withdrawal to be effected in the Loan account,
  - c) take possession of the security so created whether by itself or through any of the Recovery Agents or Attorneys as may be appointed by the Bank.
  - d) take any other action as it may deem fit for recovery of its dues and enforcement of the securities including release of press note in such news papers as the Bank may deem fit and proper.
2. Further, the Bank shall be entitled to forthwith take physical possession of the assets hypothecated and/or mortgaged to the Bank and alienate sell, transfer the said properties either by itself or through its agents and sell or otherwise deal with the same to enforce the Bank's security and recover the dues by taking course under such prevailing law.
3. The Borrower agrees and undertakes not to prevent or obstruct the Bank from taking possession of the properties irrespective of whether the loan has been recalled whenever in the opinion of the Bank, there is an apprehension of any money not being paid or the Bank's security is being jeopardized and that the Bank's representatives will be entitled to sell, give on rent, or otherwise deal with the properties by public or private auction or private treaty, without being liable for any loss, and to apply the net proceeds thereof as specified in these presents.
4. The Borrower shall pay any deficiency, forthwith to the Bank. The Bank shall also be entitled to adjust and a right of set-off on all monies belonging to the Borrower standing to his credit in any account whatsoever with the Bank, towards payment of such deficiency. Nothing contained in this

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 A handwritten signature and initials are present at the bottom of the page. The signature appears to be 'Abheh' and the initials are 'A. H.'.



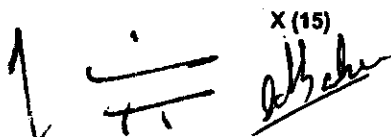
clause shall oblige the Bank to sell, hire or deal with the properties and the Bank shall be entitled to proceed against the Borrower independent of such other security. The Borrower agrees to accept the Bank's accounts in respect of such sale, hire, dealing or otherwise as conclusive proof of the correctness of any sum claimed to be due from the Borrower. In case of any deficit, the deficit amount shall be recovered by the Bank from the Borrower.

5. The Bank may at the risk and cost of the Borrower engage one or more person(s) to collect the Borrower's outstanding and/or to enforce any security and may furnish to such person the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto as the Bank thinks fit.
6. On the question whether any of the above events has happened the decision of the Bank shall be conclusive and binding on the Borrower. Provided always that the Bank may in its discretion refrain from forthwith enforcing its rights under this security inspite of the happening of any of the contingencies aforesaid and the Borrower is estopped from challenging the same in any court of law and / or tribunals as the case may be.
7. Nothing herein contained shall prejudice any rights or remedies of the Bank in respect of any other present or future security, guarantee, obligation or decree for any indebtedness or liability of the Borrower to the Bank.

#### 11. Bank's Rights

The Bank shall

- a. have the sole right at any time during the tenure of this Agreement to revise/reschedule the repayment terms/amount or of any other amounts outstanding there under and the Borrower shall make all future repayments to the Bank according to such revised Schedule on being notified by the Bank of such revision or reschedulement;
  - b. have the sole right to amend any of the terms and conditions of this Agreement/sanction letter including but not limited to revision of Interest Rate (Including the Default Interest Rate), periodicity of compounding interest, method of effecting credit of the repayments without assigning any reason or notifying the Borrower and the Borrower agrees that such revision shall become applicable from date of such revision in the records of the Bank;
  - c. have the right to receive and adjust any payment/s that it may receive as an assignee of the insurance in relation to the Property and on the life of the Borrower towards amounts due and/or payable by the Borrower under this Agreement;
  - d. have the right to enter the Property, inspect books of accounts/assets and records maintained by the Borrower, the cost of which shall be borne by the Borrower;
  - e. have the right to obtain refinance against the Loan as it may consider appropriate;
  - f. The Borrower hereby appoints the Bank as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower and where the Borrower is more than one individual, jointly and severally, all or any of the acts, deeds and things, specified therein.
  - g. The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights and obligations of the Bank under this Agreement or any other document pursuant hereto to any person/entity in a manner or under such terms and conditions as the Bank may decide in its sole discretion without reference to or intimation to the Borrower.
  - h. The Borrower expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Loan is sold or transferred as his lender and make the repayment of the Loan to such person as may be directed by the Bank.
  - i. The Borrower shall not be entitled to directly or indirectly assign his rights or obligations under this Agreement in part or in whole to any person.
  - j. The Bank reserves the right to get the loan rated by external agencies. The cost of the same shall be borne by the borrower. The borrower would extend necessary co-operation in this regard.
  - k. The Bank reserves the right to discontinue the facilities/advances/loans and withhold /stop any disbursements without giving any notice, in case of non-compliance/breach of any of the terms and conditions stipulated herein from time to time, as also in the relevant documents or any information/particulars furnished to us being found to be incorrect or in case of any developments or situation, where in the opinion of the Bank, its interest will be/or is likely to be prejudicially effected by such continuation or disbursements.
  - l. The Bank reserves the right to revise the spread over PLR :
    - if the Reserve Bank of India revises the provision on standard assets and/ or
    - if the Reserve Bank of India enhances the risk weights for assets and/ or if the RBI revises upwards repo rates / reverse repo rates / CRR
    - any external agency downgrades the facility.
    - If there is any increase in the operating cost/ cost of funds to the Bank.
12. It is hereby agreed between the parties that the Schedule hereto may be amended, revised, substituted

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by way of written communication by the Bank to the Borrower from time to time. Such correspondences between the Bank and acceptance thereof by the Borrower shall be deemed to be an integral part of this Agreement and shall be read in conjunction thereof.

13. The parties agree that any delay or omission by the Bank in exercising any of its rights, powers or remedies as the lender of the loan under this Agreement and other documents pursuant hereto shall not impair the right, power or remedy or be construed as its waiver or acquiesce by the Bank
14. The Borrower agrees to accept the statement of account sent by the Bank or by any other authorised representative of the Bank as conclusive proof of the correctness of any sum claimed to be due from him.
15. The Borrower confirms this Agreement and its Schedule and any other documentation pursuant to it represents one single agreement between the Parties.
16. The Bank may, in its own discretion without assigning any reason and upon written notice mailed or delivered to the Borrower cancel the Loan herein granted and demand repayment thereof. Delivery of such notification by the Bank shall constitute sufficient notice of such cancellation, and thereupon the said loan, all interest due and payable thereon and all liabilities and other obligations of the Borrower there under to the Bank including interest, and other charges shall become due and payable by the Borrower immediately to the Bank.
17. The Borrower shall indemnify and keep the Bank indemnified against all actions, suits, proceedings and all costs, charges, expenses, losses, or damages which may be incurred or suffered by the Bank by reason of any false or misleading information given by the Borrower to the Bank hereunder or any breach/default/contravention/non-observance/non-performance by the Borrower of any terms, conditions, agreements and provisions hereunder. The Bank shall be entitled to include any amount payable by the Borrower under this Clause in the said dues being the subject matter of this Agreement.
18. Insurance - The Borrower shall at all times during the currency of the Loan, at its own cost, keep the said property constituting the Bank's security fully insured against such risks and for such amounts and for such period and forms as the Bank may require, in the joint names of the Bank and the Borrower or with the usual Bank mortgage/hypothecation clause, with such insurance company or companies of repute to be approved by the Bank in writing and shall deposit the insurance policies and all cover notes premium receipts etc. with the Bank. The Borrower agrees that in addition to the aforesaid insurance it shall arrange for insurance cover in respect of standing charges and loss or profit in business in the event of any stoppage of production for any reason whatsoever. The Borrower shall make punctual payment of all premium and shall not do or suffer to be done any act which may invalidate such insurance and will on receipt of any monies under the said policies, pay the same to the Bank which shall, at the option of the Bank, be applied either in reinstating or replacing the security or in repayment of the said Dues. If the Borrower fails to insure or keep insured all/any of the property/assets as aforesaid, then the Bank shall without prejudice to or affecting its rights hereunder, be at liberty (but not bound) to insure and keep the same insured and the Borrower shall on demand repay to the Bank all amounts spent or incurred by the Bank in doing so, with interest at the rate applicable for the Loan as aforesaid.

**19. Disclosure Clause**

The Borrower also agrees, undertakes and confirms as under:

- The Borrower understands that as a precondition relating to the grant of and/or continuing the grant of Credit Facility to the Borrower, the Bank requires the Borrower's consent for the disclosure by the Bank of, information and data relating to the Borrower, of the Credit Facility availed of/to be availed by the Borrower, in discharge thereof.
- Accordingly, the Borrower hereby agrees and gives consent for the disclosure by Bank of all or any such:

- 1) information and data relating to the Borrower
  - 2) the information of data relating to its Credit Facility availed of/to be availed by the Borrower and
  - 3) default, if any, committed by the Borrower, in discharge of the Borrower's such obligation;
- as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Limited ["CIBIL"] and/or any other agency authorised in this behalf by Reserve Bank of India ["RBI"].

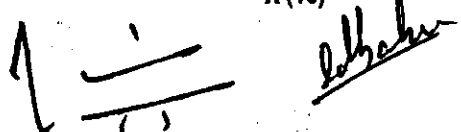
Further the borrower undertake not to raise any dispute and/or file defamation case against the Bank if my/our reputation is tarnished due to such data base information in respect of credit facilities availed by me/us and its status in the books of the Bank, is revealed by the Bank to CIBIL and/or any other credit Information Bureau, at any point of time.

The Borrower declares that the information and data furnished by the Borrower to the Bank are true and correct.

The Borrower also undertakes that:

- 1) CIBIL and/or any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- 2) CIBIL and/or any other agency so authorised may furnish for consideration, the processed information and data disclosed or products thereof prepared by them, to Bank(s)/Financial Institution (s) and other Credit Grantors or Registered Users, as may be specified by the RBI in this behalf.

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Handwritten signature and initials, possibly 'Sobhan'.

20. The Borrower/s further agrees and confirm that:

Notwithstanding anything contained herein or in any other documents or instructions in writing by the Borrower, the repayment made by the Borrower or amount realized/received/recovered by the Bank towards repayment of the Term Loan or any other credit facilities shall be appropriated at the absolute discretion of the Bank as under:-

- I. Firstly towards the reimbursement of the cost/expenses incurred by the Bank;
- II. Secondly, towards interest in arrears, whether debited or not;
- III. And Lastly, towards the principal amount;

SCHEDULE I

No.	Nature of facility	Marg In	Limit (In Rs.)	Rate of Interest	Security
	Cash Credit			@ _____ % per annum.	Hypothecation of stocks and book debts
	Letter of credit				
	Packing Credit				
	Term Loan Asset-Finance	25%	50.00 Crore	PLR-8.30% p.a i.e 9.75% p.a and arrangement fees @ 1.25% p.a	As per Schedule II First- Pari Passu company's fixed
	Bank Guarantee			(linked to PLR) + CIST	asset- movable & immovable for term loan lenders and second
	Bill discounting				Pari Passu charge for Working Capital lenders.
	Overdraft				Second Pari Passu charge on entire current-asset of the company.

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Adhakar

The Term loan of Rs. 50.00 Cr. PR-8307-P-9 % p.a. repayable in 60 EMI of Rs. 83,33,350/- per month. The first monthly installment payable on \_\_\_\_\_ day of \_\_\_\_\_ and subsequent installments payable on or before the 10th day of every month thereafter. The discretion of the mode and manner of payment lies with the Bank. PROVIDED THAT the whole of the principal amount of the said loan shall be repaid by the borrower to the Bank on demand and if not demanded on or before \_\_\_\_\_

⊗⊗ Moratorium of 18 months from the date of first disbursement.

The Term loan of Rs. moratorium 18m % p.a. repayable in \_\_\_\_\_ EMI of Rs. \_\_\_\_\_ per month. The first monthly installment payable on \_\_\_\_\_ day of \_\_\_\_\_ and subsequent installments payable on or before the 10th day of every month thereafter. The discretion of the mode and manner of payment lies with the Bank. PROVIDED THAT the whole of the principal amount of the said loan shall be repaid by the borrower to the Bank on demand and if not demanded on or before \_\_\_\_\_

X (21)

The Term loan of Rs. moratorium 18m % p.a. repayable in \_\_\_\_\_ EMI of Rs. \_\_\_\_\_ per month. The first monthly installment payable on \_\_\_\_\_ day of \_\_\_\_\_ and subsequent installments payable on or before the 10th day of every month thereafter. The discretion of the mode and manner of payment lies with the Bank. PROVIDED THAT the whole of the principal amount of the said loan shall be repaid by the borrower to the Bank on demand and if not demanded on or before \_\_\_\_\_

⊗ i.e. at present 9.75% p.a. and arrangement fee 1.25% p.a. (linked to PLF) + GST.

**SCHEDULE II**

**Description of hypothecated / pledged Stocks**

The whole of the Borrower's present and future stocks of raw materials, goods in-process of manufacture and all finished and manufactured goods and articles (including export/import goods under DP/DA under the Packing Credit facility) etc. with all stores, which belong to or may hereafter from time to time during the continuance of this security belong to the Borrower and which are or shall or may be brought into, stored or be in or upon or about the Borrower's factories and godown or wherever else the same may be situate, stored or lying or being including any such raw materials, articles or goods, stores or other similar moveable property in course of transit or delivery to the Borrower

**Description of hypothecated Book Debts**

All of the Borrower's present and future book debts, outstanding monies, receivables, claims, bills, rights to or in moveable properties and moveable assets and which are now due, owing or payable or belonging to the Borrower or which are now due, owing or payable or belonging to the Borrower or which are at any time hereafter during the continuance of this security become due, owing, payable or belonging to the Borrower in the course of its business.

**Description of hypothecated Plant and Machinery**

All the Plant and Machinery, other assets etc. installed at the Borrower's factory and all other tangible movable assets, assets imbedded in the earth, plant machinery, furniture, fixtures, fittings & other installation, civil work, cranes, computers and other accessories, Vehicles together with spares tools and accessories and all other articles (present & future) lying on the premises or in the godowns of the Borrower or in the custody of any person who are mercantile agents of the Borrower or in the course of transit or on high seas or on order or delivery, howsoever and whatsoever and also more particularly mentioned in the Annexure I.

**Hypothecation of Vehicle**

Vehicle Type	Brand Name	Engine/Chassis No.	Registration No.	Value (Rs.)

Equitable/Simple mortgage in respect of \_\_\_\_\_

As per Annexure - A

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IN WITNESS WHEREOF the Borrower has/have signed this Agreement at Mumbai on the 26<sup>th</sup> day of February

Signed Sealed and Delivered by |  
The aforesaid Borrower |  
Allied Blenders and |  
Distillers Pvt. Ltd. |  
Through its authorised directors |  
Ramakrishnan Ramaswamy |  
J. Derolal Babu |  
On this 26<sup>th</sup> day of February 2014 |  
Common Seal of the Company affixed in |  
the Presence of \_\_\_\_\_ |  
pursuant to resolution dated \_\_\_\_\_ |

Full Signature X (26)

ALLIED BLENDERS AND DISTILLERS PVT. LTD.  
[Signature]  
Director/Authorised Signatory  
ALLIED BLENDERS AND DISTILLERS PVT. LTD.  
[Signature]  
Director/Authorised Signatory

OR

Signed and Delivered by |  
The aforesaid Borrower |  
\_\_\_\_\_| |  
Through its partners |  
\_\_\_\_\_| |  
\_\_\_\_\_| |  
On this \_\_\_\_ day of \_\_\_\_\_ |

OR

Signed and Delivered by |  
The aforesaid Borrower |  
\_\_\_\_\_| |  
Through its proprietor/proprietress |  
\_\_\_\_\_| |  
On this \_\_\_\_ day of \_\_\_\_\_ |

OR

Signed and Delivered by |  
The aforesaid Borrower |  
\_\_\_\_\_| |  
Through its Karta |  
\_\_\_\_\_| |  
And Coparceners |  
\_\_\_\_\_| |  
On this \_\_\_\_ day of \_\_\_\_\_ |

OR

Signed and Delivered by |  
The aforesaid Borrower |  
\_\_\_\_\_| |  
On this \_\_\_\_ day of \_\_\_\_\_ |

[Vertical Signatures]

**Annexure - A**

**PART A**

**For properties situated in the state of Maharashtra**

1. All that piece and parcel of non-agricultural land bearing Plot No. 05 & 7-A totally admeasuring 18726 sq. mtrs, Plot No. 6 admeasuring 11076 sq. mtrs and Plot No. 7 admeasuring 8262 sq. mtrs bearing Plot No. 5, 6, 7 & 7A in the Chikalthana Industrial Area, within the village limits of Chikalthana, Taluka and Registration Sub District Aurangabad, District and Registration District Aurangabad and bounded as follows:

	Plot No. 7	Plot No. 5	Plot No. 6	Plot No 7A
North	MIDC Land Nalla	Plot No. 7A	Plot No.7	MIDC Land Nalla
South	Plot No. 6	MIDC Road	MIDC Road	Plot No. 5
East	Plot No. 7A	Plot No. 4	Plot No. 5	Plot No. 4
West	MIDC Road	Plot No. 6	MIDC Road	Plot No. 7

together with all the buildings and structures/ erections constructed/ to be constructed thereon together with all the plant and machinery and all the other fixtures and fittings erected/ installed or to be erected/ installed thereon and every part thereof attached to the earth or permanently fastened to anything attached to the earth, vested in the Mortgagor AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor into and upon the same, (the "First Mortgaged Properties")

**PART B**

**For properties situated in the state of Telangana**

1. All that piece and parcel of non-agricultural land admeasuring 75 acres 21 Guntas equivalent to approximately 304364.07 Sq. Meters bearing Survey No. 692, 690/A, 691/A/2, 688, 689/A, 691/A, 661/A, 699/1, 700/2, 699/3, 700/1, 691/A3, 635/A, 691, 690, 691/AA/3/2 , 689, 689AA, 661/AA, 691/AA, 691/AA3 & 89/A at Rangapuram Village, Pebbair Mandal, Mahaboobnagar district, Telangana.
2. All that piece and parcel of non-agricultural land admeasuring 12.14 acres equivalent to approximately 49128.83 Sq. Meters bearing Plot Nos. 643/A, 643/A1, 643/AA2, 643AA3, 643/AA4, 643/AA8, 644/A1, 644/A2, 644/A3, 644AA1/2, 644/AA2 at Rangapur Village, Pebbair Mandal, Wanaparthy District, Telangana and bounded as follows:

North	20 Feet Wide Road
South	Land of Sri. G. N. S. Bharat
East	Land of Sri Ramkrishna
West	Land of Sri Laxamana

3. All that piece and parcel of non-agricultural land admeasuring 12,440.48 Sq. Yards equivalent to approximately 10,401.83 Sq. Meter bearing Plot Nos. D-28, D-29, D-30, D-36, D-37 and D-60, Road No. 6, Phase - I, IDA Jeedimetla, Qutbullapur Mandal, Ranga Reddy District, Telangana and bounded as follows:

North	Road No: 6
South	Road No: 7
East	Road No: 15
West	Shed Nos. D-27 and D-35

together with all the buildings and structures/ erections constructed/ to be constructed thereon together with all the plant and machinery and all the other fixtures and fittings erected/ installed or to be erected/ installed thereon and every part thereof attached to the earth or permanently fastened to anything attached to the earth, vested in the Mortgagor AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor into and upon the same, (collectively, the "Second Mortgaged Properties").

For ALLIED BLENDERS AND DISTILLERS PVT. LTD.

Director/Authorised Signatory

For ALLIED BLENDERS AND DISTILLERS PVT. LTD.

Director/Authorised Signatory

**PART- C**

**DESCRIPTION OF THE PROPERTY (Punjab & Haryana)**

- 1) All that piece & parcel of Non- Agricultural Land measuring 26Bigha-11Biswa bearing Khasra No. 5 (4-0), 7(5-14), 956/4(3-12), 959/8(3-7), 961/9(3-4), 963/10(3-2), 11/1(3-12), admeasuring to approximately 3350 Sq.Yards equivalent to 2801.03 Sq. Meters or thereabout situated in Village Bhagwanpur, Tehsil Derabassi, Distt. SAS Nagar (Mohali), Punjab and bounded as follows:-

North : Plot No.126,129  
South : Plot No. 15.0 Meter Wide Road  
East : Plot No. 118-121  
West : 15.0 Meter Wide Road

- 2) All that piece and parcel of non -agricultural Land admeasuring 3,350 sq.yards equivalent to 2801.03 Sq. Meters bearing part of Khewat No. 105/77 Khatoni No. 161, Khasra No. 696 (4-0), Khewat No. 106/\*78, Khatoni No. 162, Khasra No. 693(4-0), 694(1-19)111/79, Khatoni No. 167, Khasra No. 695(3-10) admeasuring 3,350 sq.yards equivalent to 2801.03 Sq. Meters situated in Village Haripur Hinduan, Tehsil Derabassi, Distt. SAS Nagar (Mohali), Punjab. And bounded as follows:-

North : Open loan  
South : Open Land  
East : Borrower's land  
West : Road

- 3) All that piece & parcel of Non-Agricultual property bearing Plot No. 130-133, admeasuring 16,200 Sq.Mtrs Situated at Sector-2, Phase - 1, Industrial Growth Centre, HSIDC, Saha, Ambala. (Haryana) and bounded as follows:-

North : Feed Mill  
South : paper factory  
East : Road  
West : Borrower's land

APPLIED BLENDERS AND MILLS PVT. LTD.

Director/Authorised Signatory

APPLIED BLENDERS AND MILLS PVT. LTD.

Director/Authorised Signatory