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318/205

पावती

Original/Duplicate

Wednesday, January 09, 2019

नोंदणी क्र.: 39म

5:31 PM

Regn.:39M

पावती क्र.: 252 दिनांक: 09/01/2019

गावाचे नाव: लोअर परेल

दस्तऐवजाचा अनुक्रमांक: बबइ1-205-2019

दस्तऐवजाचा प्रकार : गहाणखत

सादर करणाऱ्याचे नाव: आदित्य बिर्ला फायनान्स लिमिटेड तर्फे ऑंधोराईज्ड सिग्रेटरी गोपी कल्याणसुंदरम थरगू

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 1560.00

पृथांची संख्या: 78

एकूण: रु. 31560.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

5:51 PM ह्या वेळेस मिळेल.

दुय्यम निबंधक, मुंबई-1

बाजार मुल्य: रु.0/-

मोबदला रु.650000000/-

भरलेले मुद्रांक शुल्क : रु. 1001000/-

सह दुय्यम निबंधक  
मुंबई शहर क्र. १

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010424530201819E दिनांक: 09/01/2019

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु. 1560/-

DELIVERED  
98/9/98

महाराष्ट्र शासन  
**GOVERNMENT OF MAHARASHTRA**  
**ई-सुरक्षित बैंक व कोषागार पावती**  
**e-SECURED BANK & TREASURY RECEIPT (e-SBTR)**

16153382545113

Bank/Branch: PNB/OPERA HOUSE (67)  
 Pmt Txn id : 070119M415980  
 Pmt DtTime : 07-01-2019@12:23:14  
 ChallanIdNo: 03006172019010550251  
 District : 7101/MUMBAI

Stationery No: 16153382545113  
 Print DtTime: 07-01-2019@16:36:52  
 GRAS GRN : MH010313007201819S  
 Office Name : IGR182/BOMI\_MUMBAI CITY 1

StDuty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS  
 StDuty Amt : R 10,00,000/- (Rs One Zero, Zero Zero, Zero Zero Zero only)

RgnFee Schm:  
 RgnFee Amt :

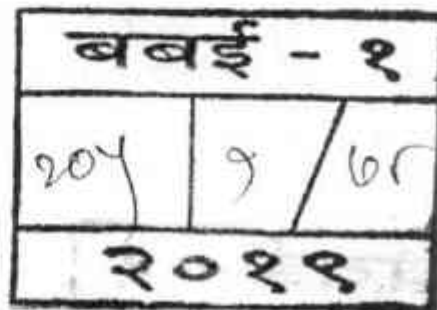
Article : 40(b)/mortgage deed(without possession)  
 Prop Mvblty: Immovable  
 Prop Descr : 1-4, 7th FLOOR, ASHFORD CENTRE, SHANKARRAO NARAM, MARGLOWER PAREL WEST  
 Mumbai, Maharashtra  
 Consideration: R 65,00,00,000/-

Duty Payer: (PAN-AAACY3846K) ALLIED BLENTERS AND DISTILLERS P LTD  
 Other Party: (PAN-AABCBS769M) ADITYA BIRLA FINANCE LTD

*S. Sankar*  
 3101  
 Bank official1 Name & Signature

*Aditya Birla*  
 10/12  
 Bank official2 Name & Signature

--- --- Space for customer/office use --- --- Please write below this line --- ---

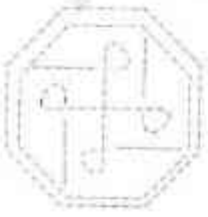


For ALLIED BLENTERS AND DISTILLERS PVT. LTD.

Director/Authorised Signatory

ADITYA BIRLA FINANCE LTD.

Authorised Signatory



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**CHALLAN**  
MTR Form Number-6



GRN	MH010424530201819E	BARCODE			Date	09/01/2019-15:25:38	Form ID	40(b)	
<b>Department</b> Inspector General Of Registration					<b>Payer Details</b>				
<b>Type of Payment</b> Stamp Duty Registration Fee					<b>TAX ID (If Any)</b>				
					<b>PAN No.(If Applicable)</b>				
<b>Office Name</b> BOM1_MUMBAI CITY 1 SUB REGISTRAR					<b>Full Name</b> Allied Blenders And Distillers Pvt Ltd				
<b>Location</b> MUMBAI									
<b>Year</b> 2018-2019 One Time					<b>Flat/Block No.</b> Entire premises on the 1st to 4th and 7th floor in				
<b>Account Head Details</b>			<b>Amount In Rs.</b>		<b>Premises/Building</b> the Ashford Centre				
0030045501 Stamp Duty			1000.00		<b>Road/Street</b> Shankarrao Naram Marg, Lower Parel (West)				
0030063301 Registration Fee			30000.00		<b>Area/Locality</b> Mumbai				
					<b>Town/City/District</b>				
					<b>PIN</b> 4 0 0 0 1 3				
					<b>Remarks (If Any)</b>				
					SecondPartyName=Aditya Birla Finance Limited-				
					<b>Amount In</b> Thirty One Thousand Rupees Only				
<b>Total</b> 31,000.00					<b>Words</b>				
<b>Payment Details</b> IDBI					<b>FOR USE IN RECEIVING BANK</b>				
<b>Cheque/DD Details</b>					<b>Bank CIN</b>		<b>Ref. No.</b>		69103332019010913941
							197707160		
<b>Cheque/DD No.</b>					<b>Bank Date</b>		<b>RBI Date</b>		09/01/2019-15:29:07
							Not Verified with RBI		
<b>Name of Bank</b>					<b>Bank-Branch</b>		IDBI BANK		
<b>Name of Branch</b>					<b>Scroll No., Date</b>		Not Verified with Scroll		

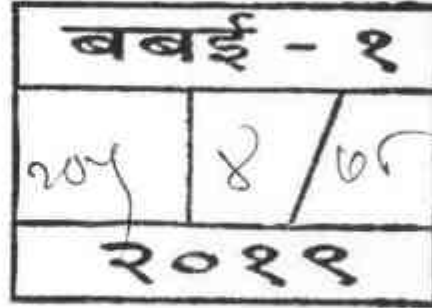


Department ID : \_\_\_\_\_ Mobile No. : 9820456719  
**NOTE:-** This challan is valid for document registration only and in Sub Registrar office only. Not valid for unregistered document.  
 सादर चालन केवल दुर्यम निवृत्त कार्यालयीन कार्यालयीन कार्यालयीन दस्तावेजांसाठी लागू आहे. नोंदणी न करायच्या दस्तावेजांसाठी सादर चालन लागू नाही.

*Handwritten signature and initials*  
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1/1/19

SRM/Ver - 0.2/Aug 13: \_\_\_\_\_

**MORTGAGE DEED**



Mortgage Deed reference No. \_\_\_\_\_

THIS INDENTURE OF MORTGAGE ("INDENTURE") executed on this 9<sup>th</sup> day of January 2019

**BY**

Allied Blenders And Distillers Pvt Ltd, incorporated under the Companies Act 1956 and having its registered office at 394/C, Ground Floor, Lamington Chambers, Lamington Road, Mumbai - 400004, (hereinafter called the "Mortgagor(s)" or "Borrower(s)" of the First Part which term unless the context otherwise requires includes his/her heirs, successors, executors, administrators and assigns);

*[Handwritten signature]*  
Adilet

**IN FAVOUR OF**

**Aditya Birla Finance Limited**, a company incorporated under the Companies Act, 1956 and having its Registered Office at Indian Rayon Compound, Veraval, Gujarat - 382266, India (hereinafter referred to as the ABFL, which expression shall, unless it be repugnant to the subject or context thereof, includes its successors and permitted assigns).

The Borrower and/or the Mortgagor(s) and ABFL are hereinafter referred to individually as 'Party' and collectively as 'Parties'.

**WHEREAS**

- ABFL has sanctioned to the Borrower(s), a facility of INR. 65,00,00,000/- (INR Sixty Five Crores only) ("Facility") vide its Sanction Letter ref. ABF/XTL/DEC18/N0074 dated December 12<sup>th</sup>, 2018 (including any modified sanction letter) and the Facility Agreement ref. \_\_\_\_\_ dated December 21<sup>st</sup>, 2018 (as maybe amended from time to time) ("Facility Agreement") entered into between ABFL and the Borrower(s).
- One of the conditions of the above sanction is that the Borrower(s) shall create/cause to create inter alia, a registered legal mortgage on its/the Mortgagor's immovable properties more particularly described in the Schedule hereunder written in favour of ABFL to secure the Facility.
- The Mortgagor (s) is/are seized and possessed of or otherwise well and sufficiently entitled, inter alia, to all the right, title and interest in respect of the immovable property more particularly described in Schedule hereto ("**Secured Properties**").
- The Mortgagor(s) and ABFL hereby agree that the aforesaid mortgage and charge on the immovable properties in favour of ABFL shall be by way of a registered legal mortgage in English form being these presents.

For ALLIED BLENDERS AND DISTILLERS PVT. LTD.

*[Signature]*  
Director/Authorised Signatory

ADITYA BIRLA FINANCE LTD.

*[Signature]*  
Authorised Signatory

e. ABFL has called upon the Mortgagor(s) to execute these presents, which the Mortgagor(s) have agreed to do in the manner hereinafter expressed.

NOW, THEREFORE, FOR THE CONSIDERATION AFORESAID, THIS INDENTURE OF MORTGAGE WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Any terms not defined herein shall have the meaning given to them under the Facility Agreement between the Parties bearing ref. \_\_\_\_\_ dated December 21<sup>st</sup>, 2018 (hereinafter referred to as 'Facility Agreement').

**1.2 Interpretation in this indenture**

- a. Words denoting singular number only shall include plural number and vice-versa;
- b. Words denoting one gender only shall include the other gender;
- c. All references to any provision of any statute shall be deemed also to refer to the statute, modification or re-enactment thereof or any statutory rule, order or regulation made thereunder or under such re-enactment;
- d. All references to Schedules, Sections, Recitals, Sub-sections, Paragraphs or Sub-paragraphs shall be construed as reference respectively to the schedules, sections, sub-sections, paragraphs, recitals and sub-paragraphs of these presents.
- e. The provisions contained in the Schedules hereunder written shall have effect in the manner as if they were specifically herein set forth.

**2. BENEFIT OF INDENTURE**

ABFL shall hold the security interest created by the Borrower(s) and/or the Mortgagor(s) in its favour under this indenture over the Secured Properties, including the covenants and mortgages given by the Borrower and/or the Mortgagor(s) pursuant hereto, upon trust and for the benefit of ABFL subject to the powers and provisions contained therein and in the Facility Agreement, for the due payment of the Facility and discharge of all other obligations of the Borrower under the Facility Agreement.

**3. COVENANT TO PAY**

The Borrower(s) hereby covenant(s) with ABFL that the Borrower(s) shall comply with all the terms and conditions of the sanction and the Borrower(s) shall pay the dues in accordance with the terms and conditions contained in the Facility Agreement ref ABF/XTL/DEC18/N0074 dated December 12<sup>th</sup>, 2018, the Facility Agreement, the Schedules and other ancillary documents (hereinafter referred to as 'Transaction Documents') and shall duly observe and perform all the terms and conditions of the Facility Agreement and the other Transaction Documents.

**4. GRANT AND TRANSFER**

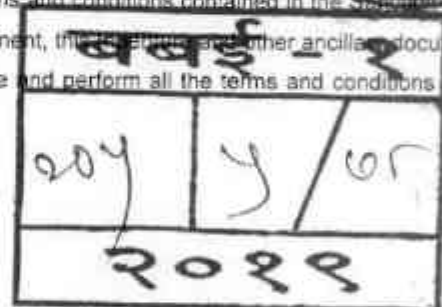
**4.1 Security**

For the consideration aforesaid and as continuing security for the payment and discharge of the Facility, hereby secured or intended to be hereby secured, the Borrower(s) and/or the Mortgagor(s) doth hereby assign, convey, assure, charge and transfer unto ABFL:

- a. In pursuance of the Facility Agreement and Transaction Documents and for the consideration aforesaid and as security for the repayment / payment by the Borrower of the dues by way of a first priority security all the rights, title, interest and benefits to all and singular the immovable properties of the Borrower(s) and/or the Mortgagor(s) more particularly described in Schedule hereunder written TOGETHER WITH all buildings, erections and constructions of every description which are erected, standing or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the aforesaid property and premises or any part thereof and all liberties, privileges, easements and appurtenances whatsoever to the aforesaid property or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all rights to use common areas and facilities and incidentals attached thereto, AND ALL the estate, right, title, interest, property, claim and demands whatsoever of the Borrower(s) and/or the Mortgagor(s) into and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereinafter (hereinafter referred to as the "Secured Properties") TO HAVE AND TO HOLD all and singular the Secured Properties unto and to the use of ABFL in accordance with these presents absolutely upon trust and subject to the powers and provisions declared and contained herein, the Facility Agreement and Transaction Documents;



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[Signature]



For ALLIED BLENDERS AND DISTILLERS PVT. LTD.

Director/Authorised Signatory

ABFL BIRLA FINANCE LTD

Authorised Signatory

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[Signature]

[Signature]

**4.2 Ranking**

The security created hereunder in favour of ABFL shall rank as a first charge in favour of ABFL.

**4.3 Prohibition on Creating Security Interest**

The Borrower(s) and/or the Mortgagor(s) shall not, without the prior written consent of ABFL, further create or attempt to create any hypothecation, encumbrances, mortgage and/or charge upon any of the Secured Properties whether Pari-passu, subservient or otherwise and shall not do any act which would prejudice the Secured Properties in any manner whatsoever.

**6. NATURE OF SECURITY, FUTURE PROPERTY**

**5.1 Nature of Security**

**5.1.1. Continuing Security**

The security created / to be created pursuant to these presents is a continuing security and shall remain in full force and effect, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower(s) and/or the Mortgagor(s) of the whole or any part of the Facility, and is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which ABFL may hereafter hold for the Facility or any part thereof. This security may be enforced against the Borrower(s) and/or the Mortgagor(s) without first having recourse to any other rights of ABFL.

**5.1.2. Other Security**

The security created/ to be created pursuant to these presents is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other security, right of recourse or other right whatsoever (or the invalidity thereof) which ABFL may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Borrower(s) or any other Person in respect of the obligations contained in the Facility Agreement.

**5.1.3. Cumulative Powers**

The powers which this Indenture confers on ABFL and any Receiver appointed hereunder are cumulative, without prejudice to their respective powers under applicable Indian law and any other security, and may be exercised as often as ABFL or the Receiver thinks appropriate in accordance with these presents. ABFL or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Borrower(s) and/or the Mortgagor(s) acknowledge that the respective powers of ABFL and the Receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by ABFL or Receiver.

**5.1.4. Avoidance of Payments**

If any amount paid by the Borrower(s) and/or the Mortgagor(s) in respect of the Facility is avoided or set aside on the liquidation or administration of the Borrower(s) and/or the Mortgagor(s) or otherwise, then for the purpose of this Indenture, such amount shall not be considered to have been paid.

**5.2 Further Acquisition**

Any buildings and structures, machinery, equipment, fixtures, articles and things which shall from time to time hereafter during the continuance of the security created hereunder be erected or installed or be in or upon or about the Secured Properties hereinbefore expressed to be hereby granted, transferred, charged, assured and assigned or fixed or attached to any buildings or structures now standing or hereafter to be erected on the Secured Properties and/or any part thereof respectively and situate, lying and being in the Immovable Property whether in substitution or replacement of or in addition to any buildings and structures, machinery, equipment, fixtures, articles and things now standing or being fixed or attached or used or intended to be used in connection with the business of the Borrower and/or the Mortgagor(s) or otherwise shall be, if so required by ABFL, included in the present security and be subject to the trusts, provisions and covenants in these presents contained and the Borrower and/or the Mortgagor(s) shall at its own costs forthwith vest the same in the Borrower (s) and/or the Mortgagor(s) UPON TRUST for the benefit of ABFL by way of a first charge and mortgage.

**5.3 Easements**

For the consideration aforesaid the Borrower(s) and/or the Mortgagor(s) doth hereby irrevocably grant full and free rights and liberty in the Secured Properties as and by way of easement to pass, re-pass and have direct access at all times to ABFL and their nominees, agents and representatives over the Secured Properties or any part thereof mortgaged and charged by these presents.

**5.4 Possession**

The Borrower and/or the Mortgagor(s) has not given possession nor agreed to give possession of the Secured Properties to ABFL.

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ALLIED BLENDERS AND DISTILLERS PVT. LT

Director/Authorised Signatory



TYA BIRLA FINANCE LTD.

Authorised Signatory

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This is without prejudice to the right of ABFL to take possession of the Secured Properties under this Indenture or other rights under law.

**6. PROVISION FOR REDEMPTION**

If the Borrower and/or the Mortgagor(s) shall have paid on the due dates in full all outstanding monies arising out of or relating to the Facility in accordance with the Facility Agreement and to the satisfaction of ABFL, ABFL shall, with reasonable promptness, upon the written request and, at the expense of the Borrower and/or the Mortgagor(s) (including the stamp duty and registration charges), reassign, re-transfer and release unto the Borrower and/or the Mortgagor(s) or as the Borrower and/or the Mortgagor(s) shall direct and do all such other things as may reasonably be necessary to release the security created hereunder for the benefit of ABFL, without recourse and without any representation or warranty of any kind by or on behalf of ABFL such of the Secured Properties or only such part of the Secured Properties as constitute the security as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Indenture. Provided that such reassignment, retransfer or release of the security created under this Indenture shall not thereby affect or cause the reassignment, retransfer or release of any property or assets secured under any other mortgage or charge. Provided also and it is hereby agreed and declared that if the Borrower and/or the Mortgagor(s) shall fail to pay to ABFL the Mortgaged Debt or any part thereof in the manner provided herein on the due date, then and in that event the Secured Properties hereby granted, conveyed, assured, transferred, assigned or expressed so to be, shall not be redeemed or be redeemable by the Borrower and/or the Mortgagor(s) or any other person or persons interested in the equity of redemption thereof at any time thereafter

**7. SPECIFIC ACTIONS**

- 7.1 Without limiting the generality of the assurances and covenants hereinabove, the Borrower and/or the Mortgagor(s) and/or all other persons lawfully or equitably claiming or entitled to claim any estate, right, title or interest, into or upon the Secured Properties or any of them or any part thereof at their own costs will promptly upon receiving a request from ABFL:
  - 7.1.1. Execute such documents as may be necessary or, in the opinion of ABFL expedient to transfer the Secured Properties to ABFL and/or to enable ABFL to be registered as the holder, owner or proprietor or otherwise obtain legal title to any of the Secured Properties, in each case on the terms of these presents;
  - 7.1.2. Execute such further writings and take all such further actions as may be necessary for creating security on the terms of these presents over the movable properties, if so required by ABFL to be secured or charged under these presents; and
  - 7.1.3. Otherwise execute all transfers, conveyances, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which ABFL may reasonably or by normal practice or by law require, in relation to the Secured Properties or in relation to the creation, perfection or enforcement of security expressed to be created hereunder in accordance with the terms of these presents.

**8. ADDITIONAL COVENANTS**

- 8.1 The Mortgagor(s) shall comply with the following obligations in addition and supplemental to the covenants and obligations of the Borrower(s) as are already contained in the Facility Agreement:
  - 8.1.1. Ensure that the Secured Properties mortgaged, charged and assigned hereunder continue to remain the absolute property of the Mortgagor(s) and at the disposal of the Mortgagor(s) save and except to the extent of the mortgages, charges and encumbrances permitted to be created by and as are disclosed to ABFL and any dispositions expressly permitted under the Facility Agreement;
  - 8.1.2. Ensure that all the Secured Properties are duly and effectively insured jointly in the name of the Mortgagor(s) and ABFL in accordance with the requirements of the sanction letter and the Facility Agreement and the name of ABFL is duly endorsed as a "Sole Loss Payee" on such insurance policies and all renewals thereof.

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**9. EVENTS OF DEFAULT AND REMEDIES**

**9.1 Events of Default**

An Event of Default shall mean the occurrence and continuance of any of the events specified in the Facility Agreement read along with Sanction Letter, whether voluntary or involuntary, or resulting from the operation of law or otherwise.

**9.2 Remedies**

9.2.1. If an Event of Default has occurred, ABFL may, and without prejudice to any other rights it may have, do all or any of the following:

For ALLIED BLENDEES AND DISTILLERS PVT L

Director/Authorised Signatory



ABIRLA FINANCE LTD.

Handwritten signatures and initials.

- a. ABFL may at its discretion, after giving a notice in writing to the Borrower(s) to remedy the breach or default and if after expiry of such period the breach or default is still unremedied, by a notice in writing to the Borrower(s) declare the principal of and all accrued interest and all premium, liquidated damages, fees, costs, charges, expenses and any other amounts payable by the Borrower(s) under the terms and conditions of the sanction or the Facility Agreement, to be due and payable forthwith and the security created hereunder shall become enforceable and ABFL shall have right to enforce security and shall have the following rights (anything in these presents to the contrary notwithstanding). In the event if the Borrower(s) and the Mortgagor(s) are different then a notice hereunder to the Borrower(s) shall alone be deemed to be a notice on the Mortgagor(s) as well
- b. Enter into and upon and take possession of the Secured Properties comprised in these presents and after the taking of such action the Borrower(s) and/or the Mortgagor(s) shall take no action inconsistent with or prejudicial to the right of ABFL quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Borrower(s) and/or the Mortgagor(s) or by any Person or Persons whomsoever, and upon the taking of such action, ABFL shall be freed and discharged from or otherwise by the Borrower(s) and/or the Mortgagor(s) well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and encumbrances whatsoever, provided that ABFL may at any time afterwards give up possession of the Secured Properties or any of them or any part or parts thereof to the Mortgagor(s) either unconditionally or upon such terms and conditions as may be specified; and/or
- c. To transfer the assets of the Mortgagor(s) by way of lease/ sub-lease or leave and licence or sale;
- d. ABFL may (but subject to the provisions herein contained as to notice where such provision is applicable) in its discretion, enter upon or take possession of and/or receive, collect the rents, profits and income of the Secured Properties or any of them or any part thereof and subject to and with the rights conferred on them in this Indenture may at its discretion, sell, call in, collect and convert into monies the whole or part of the Secured Properties with full power to sell any of the Secured Properties either by public auction or private contract and either for a lumpsum or a sum payable by installments or for a sum on account and a mortgage or charge for the balance and with full power upon every such sale to make any special or other stipulations as to title or evidence or commencement of title or as to the removal of any property which may be sold separately or otherwise as ABFL shall think proper and with full power to buy in or rescind or vary any contract for sale of the Secured Properties or any part thereof and re-sell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purposes aforesaid or any of them to execute and do all such acts, assurances and things as it shall think fit PROVIDED that before making any such entry or taking possession as aforesaid or making any sale, calling in, collection or conversion under the aforesaid power of attorney in that behalf ("Power of Sale"), ABFL shall give written notice of their intention to the Borrower(s) BUT ABFL shall not be bound to give any such notice in any case where it shall certify, either before or after entry, that in their opinion further delay would imperil the interests of ABFL, or in any case where an order or resolution for the winding up / insolvency / bankruptcy of the ABFL shall have been made or passed. ABFL shall not exercise the Power of Sale if in the case of such power arising by reason of any default in payment of any monies due in respect of the Facility, the Borrower(s) shall provide to ABFL the payment of monies so in arrears within one month next after the notice has been given or if in the case of such power arising by reason of any provision as herein stated the Borrower(s) shall, within 30 days of the receipt of a notice, remove, discharge or pay out any distress, execution or process and shall also make good the covenants, conditions or provisions breached, if capable of being performed, or make good the breach thereof or pay adequate compensation for such breach to the satisfaction of ABFL and any compensation so paid by the Borrower(s) shall be deemed to be part of the Secured Properties.
- e. Enforce the security created hereunder and under any other Security Document and sell, call in, collect, convert into money or otherwise deal with or dispose of the Secured Properties or any part thereof on an installment basis or otherwise and generally in such manner and upon such terms whatever as ABFL may consider fit;
- f. Exercise any and all powers which a receiver could exercise hereunder or by law;
- g. Appoint by writing any Person or Persons to be a Receiver of all or any part of the Secured Properties and from time to time determine the remuneration of the Receiver and remove the Receiver (except where an order of the courts is required therefor) and appoint another in place of the Receiver, whether such Receiver is removed by ABFL or by an order of the court or otherwise ceases to be the Receiver; and may appoint more Receivers;
- h. Take all such other action expressed or implied as permitted under this Indenture or in law.



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ALLIED BLENDERS AND DISTILLERS PVT. LTD.  
  
 Director/Authorised Signatory

ADITYA BIRLA FINANCE LTD.

- 9.2.2. ABFL shall have the authority to act upon and enforce the provisions of this Indenture in accordance with these presents or to adopt appropriate remedies in that behalf as it deems fit and may in that behalf adopt remedies in relation thereto, and shall exercise all powers under this Indenture in accordance with Indian law.
- 9.2.3. All the obligations of the Mortgagor(s) and all rights and remedies and powers of ABFL as mortgagee under the law for the time being in force except so far as they may be expressly varied or may be inconsistent with these presents shall be deemed to be incorporated in these presents PROVIDED THAT the provisions of Section 61 of the Transfer of Property Act 1882, shall not apply to these presents or the Mortgagor(s) as mortgagor or ABFL as mortgagee and this shall be deemed a contract to the contrary for the purpose of Section 61.

**9.3 Prohibition on Creation of Security Interest**

Notwithstanding anything contained in this Indenture, the Mortgagor(s) shall not create any further security interests on any of the Secured Properties without the prior written consent of ABFL.

**10. NOTICE TO ABFL ON THE HAPPENING OF AN EVENT OF DEFAULT**

If any Event of Default has occurred or is reasonably likely to occur, the Borrower(s) and/or the Mortgagor(s) shall, forthwith give notice thereof to ABFL, in writing, specifying the nature of the Event of Default.

**11. EXPENSES OF PRESERVATION OF ASSETS OF THE MORTGAGOR(S) AND OF COLLECTION**

All expenses incurred by ABFL after an Event of Default has occurred and during its continuation, including in connection with:

- a. The preservation or protection of the Secured Property(ies) (whether then or thereafter existing); and
- b. Collection of amounts due to ABFL under the Facility Agreement;
- c. Enforcement of security
- d. Collection of amounts due to ABFL

Shall be payable by the Borrower(s) and/or the Mortgagor(s) and shall form a part of the Facility within 10 (Ten) Business Days from the date of receipt of notice of demand in respect thereof. In case of default in making such payment within 10 (Ten) Business Days from the date of receipt of notice of demand, the Borrower shall also pay interest on the defaulted amounts, at the default rate as mentioned in Sanction Letter ref no. ABF/XTL/DEC18/N0074 dated 26/05/18 from the expiry of 10 (Ten) Business Days from the date of receipt of notice of demand till reimbursement of such payment and the interest thereon shall be charged on the Secured Properties and shall, until payment in full by the Borrower, form part of the Outstanding(s).



**12. PAYMENTS AND DISTRIBUTION**

**12.1 Payments**

All payments made by ABFL under this Indenture shall be made only from the income and proceeds from this Indenture or any other security and only to the extent that ABFL shall have received income or proceeds from this Indenture or other security to make such payments in accordance with the terms and provisions hereof.

**12.2 Proceeds of Sale or Realisation out of the Secured Properties**

ABFL shall retain the monies (hereinafter referred to as the "Said Monies") received by it or the Receiver in respect of the Secured Properties or any part thereof arising out of:

- a. Any sale, calling in, collection or conversion under the Power of Sale;
- b. Rents, profits, income;
- c. Insurance policies;
- d. Compensation in respect of any assumption of custody or control, expropriation or nationalisation, by any government or governmental authority of all or any of the assets of the Borrower(s) and/or the Mortgagor(s) or of its share capital;
- e. Any other realisation in respect of the Secured Properties whatsoever, whether prior to or as a result of the enforcement of the security constituted hereunder and the same shall be applied by ABFL (except as otherwise required by applicable Indian law) in the first place, to reimburse themselves and pay, retain or discharge all the costs, charges and expenses incurred in or about the entry, appointment of Receiver, calling in, collection, conversion or the exercise of the powers under these presents including the Receiver's remuneration as herein provided and shall apply the residue of the aforesaid monies, subject to the rights of the other charge holders on the Secured Properties :

FIRSTLY, in or towards payment to ABFL, of all arrears of interest including penal/default interest, compound interest (which shall be deemed to accrue due from day to day) remaining unpaid;

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SECONDLY in or towards payment to all principal amounts owing to ABFL and whether the said principal amounts shall or shall not then be due and payable;

THIRDLY in or towards payment of the surplus (if any) of such monies to the person or persons entitled thereto.

### 12.3 Liability of Borrower(s) for Deficiency

The Borrower(s) shall remain liable to ABFL for any deficiency in the repayment of the Facility.

### 13. ABFL'S RIGHTS IN RESPECT OF THE SECURITY:

On the happening of any Event of Default and upon the security hereby constituted becoming enforceable in accordance with these presents and after ABFL shall have made entry or taken possession of the Secured Properties and until the Secured Properties shall be sold, called in, collected or converted under the Power of Sale, ABFL / Receiver so appointed may, if they shall think fit so to do, subject to the receipt of any governmental approvals that may be required, do all or any of the following acts and things viz.:

- a. Employ or remove such experts, officers, agents, managers, clerks, accountants, servants, workmen and others and upon such terms with such salaries, wages or remuneration as ABFL or the Receiver shall think proper;
- b. Acquire and provide all such machinery, materials and things as ABFL or the Receiver may consider necessary;
- c. Insure all or any of the Secured Properties of an insurable nature against loss or damage by fire and against such other risks in such sum or sums as ABFL or the Receiver shall think fit;
- d. Settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Secured Properties or in any way relating to the security and execution, release or other discharges in relation thereto;
- e. Bring, take, defend, compromise, submit to arbitration and discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to any portion of the Secured Properties;
- f. Allow time for payment of any debt with or without security;
- g. Subject to such consent as may be necessary, demise or let out, sub-let or underlet the specifically Secured Properties or any part or parts thereof for such terms at such rents and generally in such manner and upon such conditions and stipulations as ABFL or the Receiver shall think fit;
- h. Execute and do all such acts, deeds and things as to ABFL or the Receiver may appear necessary to do for or in relation to any of the purposes aforesaid; and
- i. ABFL or the Receiver so appointed may for any of the purposes aforesaid do or cause to be done all such acts and things with respect to the Secured Properties as ABFL or the Receiver could do or cause to be done if ABFL or the Receiver had the absolute possession of the Secured Properties and without being answerable for any loss or damage which may happen thereby.

### 14. POWER OF ABFL TO APPOINT RECEIVER

#### 14.1 Appointment of Receiver

14.1.1. Subject to the observance of such restrictions as may be imposed by Section 69A of the Transfer of Property Act, 1882, or any other applicable statutory provisions, ABFL, at any time after the security hereby constituted shall have become enforceable, may, by writing, appoint as receiver (hereinafter referred to as the "Receiver") of the Secured Properties or any part thereof, one or more Persons, entities or any authorised officer or officers of such Person and may remove any Receiver so appointed and appoint another in his stead.

14.1.2. In addition to the power hereinbefore given, ABFL may enter into or take possession of and hold or appoint a Receiver to take possession of any part or parts of the Secured Properties which may at any time appear to them to be in danger of being taken under any process of law by any creditor of the Mortgagor(s) or be otherwise in jeopardy.

#### 14.2 Status, Powers and Remuneration of Receiver

14.2.1. Appointment of any Receiver may be made either before or after ABFL shall have entered into or taken possession of the Secured Properties.

14.2.2. Such Receiver may, from time to time, be invested with such of the rights, powers, authorities and discretion exercisable by ABFL as set forth herein or under applicable Indian law or as ABFL may think expedient including the following rights, powers and authorities:

- a. To enter upon or take possession of, collect, and get in all or any part of the Secured Properties and for that purpose to take any proceedings and enforce any order or judgement in the name of the the Mortgagor(s) or otherwise as the Receiver shall consider fit;



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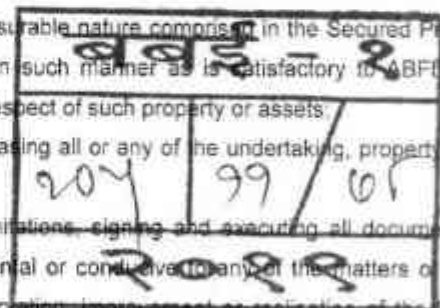
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- b. To make any arrangement or compromise between the Mortgagor(s) and any other Person or pay any compensation or incur any obligation, which the Receiver shall consider fit;
- c. For the purpose of exercising any of the powers, authorities and discretion's conferred on it by this Indenture and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow moneys on the security of the Secured Properties on such terms as the Receiver shall consider fit, with the prior written consent of ABFL, any such security may be or include a charge on the whole or any part of the Secured Properties ranking wholly or partly in priority to or pari passu with the security being created hereunder;
- d. To make calls, conditionally or unconditionally, on the shareholders of the Borrower(s) and/or the Mortgagor(s) in respect of uncalled capital;
- e. To assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Secured Properties in such manner and generally on such terms and conditions as the Receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Mortgagor(s) or otherwise;
- f. To make, effect and do all maintenance, repairs, developments, reconstruction's, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Secured Properties and maintain, renew, take out or increase insurances in the name of ABFL for maintaining the value of the Secured Properties, in every such case as the Receiver shall consider fit;
- g. To obtain all clearances, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Indenture or otherwise as the Receiver shall consider fit;
- h. To redeem any prior encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Mortgagor(s) and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- i. To settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, objections and demands with or by any Person or body who is or claims to be a creditor of the Mortgagor(s) or relating in any way to the Secured Properties or any part thereof;
- j. To bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Secured Properties or any part thereof as the Receiver shall consider fit;
- k. To sell, lease or otherwise dispose of all or any part of the Secured Properties including plant, machinery or other fixtures (whether situate on the Secured Properties or otherwise);
- l. To implement or continue the development of (and obtain all clearances and other consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Secured Properties and do all acts and things incidental thereto;
- m. To insure and keep insured the property and assets of an insurable nature comprised in the Secured Properties against loss or damage by such risks and contingencies in such manner as is satisfactory to ABFL and to maintain, renew or increase any insurance or insurances in respect of such property or assets;
- n. To promote the formation of companies with a view to purchasing all or any of the undertaking, property, assets and rights of the Mortgagor(s) or otherwise;
- o. To do all such other acts and things (including, without limitations, signing and executing all documents and deeds) as may be considered by the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Properties;
- p. To exercise all such other powers and authority as the Receiver shall consider fit to confer and so that the Receiver may in relation to such part of the Secured Properties as is the subject to the security expressed to be created hereunder, confer any powers and authorities which it could give if it were an absolute beneficial owner thereof; and
- q. In the exercise of any of the above powers, to expend such sums as the Receiver may think fit and the Borrower(s) and/or the Mortgagor(s) shall forthwith on demand repay to the Receiver all sums so expended together with interest thereon at the maximum lending rate as may be prescribed from time to time, and until such repayment, such sums, together with such interest, shall be secured by this Indenture.



14.2.3. Subject to the provisions of Section 69A of the Transfer of Property Act, 1882, ABFL may from time to time fix the remuneration of the Receiver and may direct payment thereof out of the Secured Properties.

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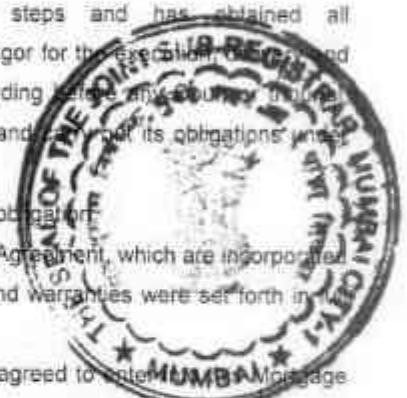
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- 14.2.4. ABFL, from time to time and at any time, may require the Receiver to give security for the due performance of its duties as such Receiver, and may fix the nature and amount of security to be so given, but the ABFL shall not be bound in any case to require any such security.
- 14.2.5. ABFL shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such Receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such Receiver whether the Borrower(s) and/or the Mortgagor(s) shall or shall not be in liquidation.
- 14.2.6. All the powers, provisions and trusts contained in Section 69A of the Transfer of Property Act, 1882, shall apply to the Receiver appointed under this Section.
- 14.2.7. Every Receiver appointed under the provisions hereof shall be deemed to be the agent of the Mortgagor(s) and only the Borrower(s) and/or the Mortgagor(s) shall be jointly and severally responsible for such Receiver's acts and defaults and for his remuneration.
- 14.2.8. The Receiver shall, in the exercise of the Receiver's powers, authorities and discretion's, conform to the instructions, directions and regulations from time to time given or made by ABFL.
- 14.2.9. No Receiver shall be liable in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective rights, powers, authorities, discretion's and trusts that may be vested in the Receiver.

**15. DECLARATIONS AND WARRANTIES**

The Mortgagor(s) confirm and warrant and jointly and/or severally represent that:

- a. The Mortgagor(s) is/are a company/firm/trust/society incorporated under the law in force and validly existing under the Indian Laws and it is legally entitled and possessed of such powers and authority to execute, deliver and perform the terms and provisions of this Indenture and has taken all necessary steps and has obtained all permissions/approvals/authorizations necessary or required on the part of the Mortgagor for the execution, delivery and performance by it of this Indenture. There is no prohibition, order or any suit/s pending before any court of law which would materially and adversely affect the ability of the Mortgagor(s) to meet and carry out its obligations under these presents;
- b. This Indenture when executed and delivered will constitute its legal, valid and binding obligation.
- c. The Borrower(s) has made the representations and warranties set forth in the Facility Agreement, which are incorporated hereby by reference and made a part of this Mortgage as if such representations and warranties were set forth in herein.
- d. The Borrower(s) and/or the Mortgagor(s) acknowledges and accepts that ABFL has agreed to enter into this Mortgage on the basis of, and in full reliance on the representations and warranties made herein and in the Facility Agreement.
- e. Neither the execution and delivery by the Mortgagor(s) of this Indenture, nor the Mortgagor(s) compliance with or performance of the terms and provisions hereof will contravene any provision of applicable Indian law or violate any provision of its constitutional documents or any agreement or other document by which the Mortgagor(s) (or any of its properties) may be bound;
- f. The Mortgagor(s) does not have any obligation to create liens with respect to the interests secured by this Indenture.
- g. The Secured Properties are the sole and absolute property of the Mortgagor(s) and are free from any mortgage, charge or encumbrance and are not subject to any lien, lis pendens, attachment or other process issued by any court or government authority and that the Mortgagor(s) has clear and marketable title to the Secured Properties;
- h. It shall be lawful for ABFL upon entering into or taking possession under the powers and trusts contained in all or any of the Secured Properties thenceforth to hold and enjoy the same and to receive the rents and profits thereof without any interruption or disturbance by the Borrower(s) and/or the Mortgagor(s) or any other Person or Persons claiming by, through, under or in trust for the Borrower(s) and/or the Mortgagor(s).
- i. Notwithstanding anything done or executed or omitted to be done or executed or knowingly suffered by the Mortgagor(s) to the contrary, the Mortgagor(s) now has power to further charge and grant, convey, assign, assure and transfer unto ABFL, the Secured Properties; and
- j. The provisions of this Indenture are effective to create in favour of ABFL, a legal, valid and binding security expressed to be created in these presents, on all of the Secured Properties on which the Mortgagor(s) purports to grant mortgages and charges pursuant hereto, and all necessary and appropriate recordings and filings have been made in all appropriate public offices, and all other necessary and appropriate action has been taken so that this Indenture creates effective security on all right, title, estate and interest of the Mortgagor(s) in the Secured Properties and all clearances required under applicable Indian law for the creation, effectiveness, priority and enforcement of such security have been obtained.



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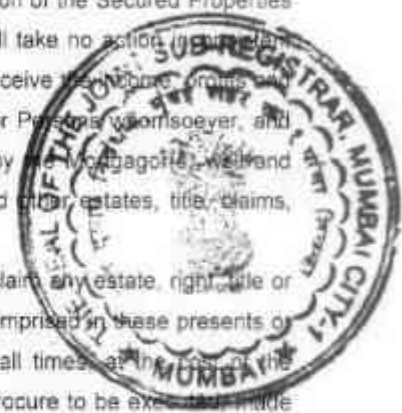
- k. The Mortgagor(s) hereby agree(s) that ABFL has every right to disclose the information to any third party agents and credit rating agencies, credit information bureau, other banks and financial institutions and the Reserve Bank of India as required from time to time.
- l. The Mortgagor(s) undertakes to inform ABFL all changes in the address/es of the Mortgagor(s).

**16. COVENANTS AND PERMITTED USE**

16.1 The Borrower / Each of the Borrowers shall observe and perform each of the covenants set forth in the sanction letter and Facility Agreement and each of those covenants shall be deemed to be a part of this Indenture as if such covenants and other relevant provisions were set forth in full herein.

16.2 In addition to the covenants set forth in Section, 1 hereinabove, subject to the terms of Indian law the Mortgagor(s) does hereby further declare and covenant that:

- a. Upon the happening of an Event of Default and upon the security hereby constituted becoming enforceable in accordance with these presents, it shall be lawful for ABFL to enter into and take possession of the Secured Properties and any future assets comprised in these presents and thenceforth the Mortgagor(s) shall take no action (in particular with or prejudicial to the right of ABFL to quietly possess, use and enjoy the same and to receive the income or other benefits thereof without interruption or hindrance by the Mortgagor(s) or by any Person or Persons whatsoever, and upon the taking of such action, ABFL shall be freed and discharged from or otherwise by the Mortgagor(s) well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever;
- b. The Mortgagor(s) and all other Persons lawfully or equitably claiming or being entitled to claim any estate, right, title or further assurances, interest in, to or upon the Secured Properties and any future assets comprised in these presents or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the request of the Mortgagor(s) or the other Person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such deed, document, assurance, act and thing for exercising the rights hereunder or under the other security documents or for effectuating and completing the security hereby created in favour of ABFL shall, from time to time and at all times after the security hereby constituted become enforceable, execute and do all such deeds, documents, assurances, acts and things as ABFL may require for facilitating realisation of the Secured Properties and for exercising all the powers, authorities and discretions hereby conferred on ABFL or any Receiver and in particular the Mortgagor(s) shall execute all transfers, conveyances, assignments and assurances of the Secured Properties whether to ABFL or to their nominees and shall give all notices, orders and directions which ABFL may think expedient and shall perform or cause to be performed all acts and things requisite or desirable for the purpose of giving effect to the exercise of any of the said powers, authorities and discretions and further shall, for such purposes or any of them make or consent to such application to any government or local authority as ABFL may require for the consent, sanction or authorisation of such authority to or for the sale and transfer of the Secured Properties or any part thereof and it shall be lawful for ABFL to make or consent to make any such application in the name of the Mortgagor(s) and for the purposes aforesaid a certificate in writing signed by ABFL to the effect that any particular assurance or thing required by them is reasonably required by them shall be conclusive evidence of the fact;
- c. The Mortgagor(s) shall, at all times during the continuance of the security hereby created duly and punctually pay any imposts, stamp duties, other duties, taxes, premia and outgoings which become lawfully payable by the Borrower(s) and/or the Mortgagor(s) in respect of the Secured Properties or any part thereof, in connection with the execution, issue, delivery, registration of this Indenture, and any document, act and registration executed or performed pursuant hereto, and shall prevent any part of such Secured Properties from becoming charged with the payment of any such imposts, stamp duties, other duties and taxes payable by the Mortgagor(s) and shall punctually discharge all claims and pay all the taxes, duties and imposts which by applicable Indian law are lawfully payable by the Borrower(s) and/or the Mortgagor(s) and would affect the security created hereunder. If the Mortgagor(s) fails to pay the imposts, stamp duties, other duties, taxes or other charges payable hereinabove, ABFL may (but is not obliged to) pay such amounts, on behalf of the Mortgagor(s). Any money paid by the ABFL as aforesaid, shall constitute a part of the Facility;
- d. The Mortgagor(s) shall at all times and at its own cost and expense, maintain and keep in proper order, repair and in good condition the Secured Properties. In case the Mortgagor(s) fails to keep in proper order, repair and in good condition the Secured Properties or any part thereof, then ABFL may, but shall not be bound to, maintain in proper order or repair or condition the Secured Properties or any part thereof and any expense incurred by ABFL and its costs and charges therefor shall be reimbursed by the Borrower(s) and/or the Mortgagor(s) and such amounts shall form a part of the Facility;

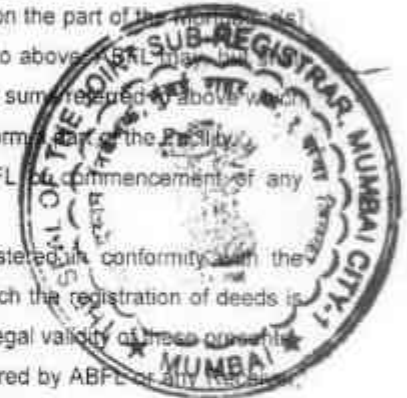


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- e. The Mortgagor(s) shall whenever required by ABFL, permit ABFL and its representatives, servants and agents and officers either alone or with workmen and others from time to time and at all reasonable times to enter into and upon and carry out technical, financial and/or legal inspection during the continuance of the security of the Secured Properties to inspect the state of all the Secured Properties all records, register and accounts of the Mortgagor(s) and pay all travelling, accommodation and other expenses of any person whom ABFL may depute for the purpose of such inspection and if ABFL shall, for any reason, decide that it is necessary to employ an expert, to pay the fees and all travelling, accommodation and other expenses of such expert. Any such representatives of ABFL shall have free access at all reasonable times to any part of the Mortgagor(s)'s premises and to its records, registers and accounts and to all schedules, costs, estimates, plans and specifications relating to the Secured Properties and shall receive full co-operation and assistance from the employees of the Mortgagor(s). If on such inspection it appears to ABFL that the Secured Properties or any future assets that may be comprised in these presents require any replacement, ABFL shall give notice thereof to the Borrower(s) and/or the Mortgagor(s) calling upon them as the case may be to repair or replace the same and upon either the Borrower(s)'s and/or the Mortgagor(s)'s failure to take steps to do so within one month from the date of the notice it shall be lawful for ABFL to repair or replace the same or any part thereof at the expenses in all respects to the account of the Borrower(s) and such expenses together with interest thereon at the applicable rate for Facility shall be payable by the Borrower(s) on demand and until payment of the same shall be secured by these presents and form part of the Mortgage Debt and carry interest at the rate stipulated in the Agreement on the Facility.
- f. The Mortgagor(s) shall insure and keep insured up to the replacement value thereof or on such other basis as approved by ABFL (including surveyor's and architect's fees) the Secured Properties against fire, theft, lightning, explosion, earthquake, riot, transit, strike, lock out, civil commotion, storm, tempest, flood, marine risk, erection risk, war risk, transit risk, riot and such other risk as may be specified by ABFL and shall duly pay all premia and other sums payable for that purpose. ABFL and any other Person having a charge on the Secured Properties in terms of the Facility Agreement shall be designated as "loss payee" or "beneficiary" of all such insurance policies and the Mortgagor(s) shall deliver certified copies of the insurance policies and renewals thereof to ABFL and in the event of failure on the part of the Mortgagor(s) to insure the Secured Properties or to pay the insurance premia or other sums referred to above, ABFL shall not be bound to get the Secured Properties insured or pay the insurance premia and other sums referred to above which shall be reimbursed by the Borrower(s) and /or the Mortgagor(s) and such amounts shall form part of the Facility.
- g. The Borrower(s) and/or the Mortgagor(s) shall forthwith give notice in writing to ABFL of commencement of any proceedings directly affecting the Secured Properties.
- h. The Borrower(s) and/or the Mortgagor(s) shall duly cause these presents to be registered in conformity with the provisions of the Indian Registration Act, 1908, or any other applicable Indian law by which the registration of deeds is required and generally do all other acts (if any) necessary for the purpose of assuring the legal validity of these presents.
- i. The Borrower(s) and/or the Mortgagor(s) shall reimburse all sums paid or expenses incurred by ABFL or its attorney, manager, agent or other person appointed by ABFL including fees for service performed, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by it, its officers, employees or agents in connection with the exercise of any rights, remedies or powers granted hereunder or under these presents and/or pursuant to the other Transaction Documents or for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf and all such sums shall carry interest at the rates as provided in the Facility Agreement as from the date when the same shall have been advanced, paid or become payable or due and as regards liabilities, the Borrower(s) and/or the Mortgagor(s) shall forthwith, on demand, pay and satisfy or obtain the releases of such persons from such liabilities and if any sum payable under these presents shall be paid by ABFL, the Borrower(s) and/or the Mortgagor(s) shall, forthwith on demand, reimburse the same to ABFL and until payment or reimbursement of all such sums, the same shall be a charge upon the Secured Properties *par passu* to the charge securing the Facility.
- j. The Mortgagor(s) shall not pull down or remove any part or structure (except any temporary structure) on the lands for the time being forming part of the Secured Properties or any fixtures or fittings attached to the same or any of them except in the ordinary course of repair and maintenance or improvement or replacement or substitution and the Borrower(s) and/or the Mortgagor(s) will in such case forthwith restore or procure to be restored such part of the Secured Properties, or replace the same or procure the same to be replaced by others of a similar nature and of at least equal value;
- k. The Mortgagor(s) shall not sell or dispose of the Secured Properties or any part thereof except as permitted by ABFL or create thereon any mortgage, lien or charge or otherwise howsoever or other encumbrance of any kind whatsoever except in accordance with the Facility Agreement; and



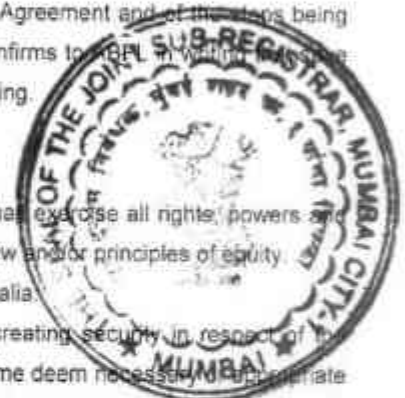
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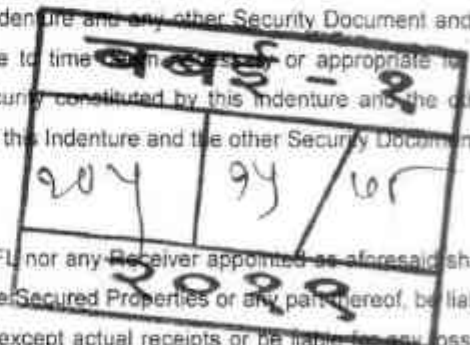


- l. All costs, expenses, charges and fees paid or incurred by ABFL in the exercise of any of the rights, remedies or powers granted hereunder, or under the Facility Agreement including without limitation, for payment of any costs, expenses, charges or fees shall be to the account of the Borrower(s) and the Borrower(s) undertakes promptly on demand to pay the same or, as the case may be to reimburse ABFL or its authorised agents, representatives, successors and assignees for any such monies paid by ABFL or any of them with interest thereon at the highest of the lending rate applicable to the Facility from the date the Borrower(s) receives notice thereof from ABFL and/or its agents, representatives, successors and assigns until reimbursed by the Borrower(s), and all such sums and costs shall be added to the outstanding amounts payable by the Borrower(s) and be secured under these presents.
- m. The Borrower(s) and/or the Mortgagor(s) or any of them shall promptly inform ABFL of any occurrence of any event of which it becomes aware which might adversely affect the Borrower or affects its ability to perform its obligations under this Indenture or the Facility Agreement or likely to affect the Secured Properties including but not limited to the following.
  - i. Of any material litigation, arbitration or other proceedings which affect the Borrower(s) and/or the Mortgagor(s) or any of them or the Secured Properties or any of them or any part thereof forthwith upon such proceedings being instituted or threatened;
  - ii. Any damage to the Secured Properties or any of them for any reasons whatsoever.
  - iii. Any industrial action taken against the Borrower(s) and/or the Mortgagor(s) or any of them or any labour dispute, strike, close-outs, any steps taken by authorities for recovery of statutory dues from the Borrower(s) and/or the Mortgagor(s).
  - iv. Of any change taking place in the ownership or control of the Borrower(s) and/or the Mortgagor(s) or any of them whereby the effective beneficial ownership or control of the Borrower(s) and/or the Mortgagor(s) or any of them will change or any change in the management of the Borrower(s) and/or the Mortgagor(s) or any of them.
  - v. The occurrence of any event of default under this Indenture or under the Facility Agreement and of the steps being taken to remedy the same and will from time to time if so requested by ABFL, confirm to ABFL in writing that, as otherwise stated in such confirmation, no default has occurred and/or is continuing.



**17. POWERS OF ABFL**

- 17.1 In addition to the rights, powers and duties of ABFL, contained in this Indenture, ABFL shall exercise all rights, powers and duties provided for and available to ABFL under the Facility Agreement, applicable Indian law and/or principles of equity.
- 17.2 Without prejudice to the generality of Section. 1 above, ABFL shall have the authority, inter alia:
  - a. To accept, manage and administer this Indenture and other Security Documents creating security in respect of the Facility and to perform all such acts, deeds and things which ABFL may from time to time deem necessary and appropriate for or incidental to the management and administration of the rights and security from time to time vested in it as ABFL, under, pursuant to or in connection with this Indenture or the other Security Documents, all in accordance with the terms and conditions of this Indenture, (including, but without limitation, executing any amendments and/or re-statements and/or re-execution of this Indenture or the other Security Documents);
  - b. To take all relevant actions (or refrain from taking any, as the case may be) to preserve the rights and security constituted by this Indenture of any other Security Document as and where necessary to do so and to refrain from any acts and avoid any omissions which might prejudice the value or the validity of the rights and security constituted by this Indenture or the other Security Documents, all in accordance with the terms and conditions of this Indenture and the other Security Documents; and
  - c. To enforce and foreclose the rights and security constituted by this Indenture and any other Security Document and to perform all such acts, deeds and things which ABFL may from time to time deem necessary and appropriate for or incidental to such enforcement and foreclosure of the rights and security constituted by this Indenture and the other Security Documents, all in accordance with the terms and conditions of this Indenture and the other Security Documents.



**18. NOT MORTGAGEE-IN-POSSESSION**

The Mortgagor(s), does hereby expressly agree with ABFL that neither ABFL nor any Receiver appointed as aforesaid shall, by reason of ABFL or such Receiver entering into or taking possession of the Secured Properties or any part thereof, be liable to the Mortgagor(s) to account as a mortgagee-in-possession for anything except actual receipts or be liable for any loss or for any default or omission for which a mortgagee-in-possession might be liable.

**19. PURCHASERS AND PERSONS DEALING WITH ABFL NOT PUT ON ENQUIRY**

No purchaser, mortgagor, mortgagee or other Person dealing with ABFL and/or the Receiver appointed by them or their attorneys or agents shall be bound or concerned to see or inquire whether the power exercised or purported to be exercised has become exercisable or whether any money remains owing on the security of these presents or as to the necessity or

Director/Authorised Signatory

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expediency of the stipulations subject to which any sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale, calling in, collection, conversion and/or assignment or to see the application of any money paid to ABFL and in the absence of malafides on the part of such purchaser or other Person such dealing shall be deemed, so far as regards the safety and protection of such Person, to be within the powers conferred and be valid and effectual accordingly.

**20. APPLICATION TO COURT**

ABFL may, at any time after the security hereby constituted becomes enforceable, apply to the court for an order that the powers hereof be exercised and carried into execution under the directions of the court and for the appointment of a receiver in relation to the Secured Properties or any of them and for any other order in relation to the execution and administration of the powers hereof as ABFL shall deem expedient and shall be indemnified by the Borrower(s) and/or the Mortgagor(s) against all costs, charges and expenses incurred for or in relation to any such application or proceeding.

**21. NON-APPLICABILITY OF CERTAIN PROVISIONS OF THE TRANSFER OF PROPERTY ACT**

**21.1 Section 67A**

The provisions of Section 67A of the Transfer of Property Act, 1882, shall not apply to these presents and ABFL notwithstanding that ABFL may hold two or more mortgages executed by the Borrower(s) and/or the Mortgagor(s) including these presents in respect of which ABFL has the right to obtain the kind of decrees under Section 67 of the Transfer of Property Act and shall be entitled to sue and obtain such decree on any of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage moneys shall have become due.

**21.2 Continued Possession**

It shall be lawful for the Mortgagor(s) to retain possession of and the Mortgagor(s) may use the Secured Properties in accordance with these presents (including any disposal expressly permitted and subject to the terms hereof) until ABFL shall be entitled to take possession thereof under these presents and ABFL shall take possession thereof accordingly.

**21.3 Section 65A**

The Mortgagor(s) shall while in lawful possession of the Secured Properties have no power to make a lease, mortgage and except with the consent in writing of ABFL (which consent ABFL shall not be bound to give) of such terms and conditions. ABFL shall in their absolute discretion consider fit and the provisions of Section 65A of the Transfer of Property Act, 1882 shall not apply.

**22. SALE WITHOUT INTERVENTION OF COURT**

Notwithstanding any thing to the contrary herein but subject always to the security sharing arrangement between the lender of the Borrower(s) and/or the Mortgagor(s) if any, it is hereby agreed and declared as follows:

a. Upon the security hereby constituted becoming enforceable in accordance with these presents, it shall be lawful for ABFL at any time without any further consent of the Borrower(s) and/or the Mortgagor(s), to sell, assign or concur with any other Person in selling, assigning the Secured Properties and any future assets comprised under the present security or any part thereof either by public auction or private contract, including the land, buildings and structures or separately therefrom with liberty to make any arrangements as to removal of the plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as ABFL may deem proper, with power to buy or obtain assignment of the Secured Properties at any sale and to resell or reassign the Secured Properties at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Secured Properties without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale / assignment which the Person or Persons exercising the power of sale / assignment shall think proper, and the aforesaid power shall be deemed to be a power to sell and concur in selling the Secured Properties without the intervention of the Court under the meaning of Section 65 of the Transfer of Property Act, 1882 (such power hereinafter referred to as the "Power of Sale") or under the Securitisation and Enforcement of Security Interest and Reconstruction of Financial Assets Act, 2002 if and when made applicable to ABFL;

b. The Power of Sale hereinbefore contained shall not be exercised by ABFL unless and until:  
i. Default shall have been made by the Borrower(s) in payment of any principal or part thereof for the time being owing to ABFL;  
or



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- ii. Interest on the amounts owed by the Borrower(s) to ABFL amounting at least to INR 500 (Rupees Five Hundred Only) shall be in arrears and remain unpaid for three months after becoming due;
- c. Without prejudice to the rights conferred on ABFL by Section 69 of the Transfer of Property Act, 1882, no purchaser from, or other Person dealing with, ABFL and/or any Receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in Section (b) above has happened or whether any default has been made in payment of any monies intended to be hereby secured or whether any money remains owing on the security of these presents or as to the necessity or expediency of the stipulations subject to which such sale/assignment shall have been made or otherwise as to the propriety or regularity of such sale/assignment and, notwithstanding any impropriety or irregularity whatsoever in any such sale/assignment, the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual;
- d. All other provisions ancillary to the power of sale which are contained in Section 69 of the Transfer of Property Act, 1882, shall apply to this security as if the same were incorporated herein; and
- e. Upon any such sale/assignment as aforesaid the receipt by ABFL for the purchase money shall effectually discharge the purchasers or purchaser therefrom and from being concerned to see the application thereof or being answerable for the loss or misapplication thereof.

**23. APPOINTMENT OF ABFL AS ATTORNEY OF THE BORROWER(S) AND/OR THE MORTGAGOR(S)**

**23.1 Appointment**

The Borrower(s) and/or Mortgagor(s) hereby irrevocably appoints ABFL or its Authorised Representative as well as each Receiver to be appointed under these presents to be its attorney or attorneys; and in the name and on behalf of the Borrower(s) and/or Mortgagor(s) to act and execute all deeds and things which the Borrower(s) and/or Mortgagor(s) is/are authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Borrower(s) and/or Mortgagor(s) in the exercise of all or any of the powers by these presents or by applicable Indian law conferred on ABFL or any Receiver appointed by ABFL and also to execute on behalf of the Borrower(s) and/or Mortgagor(s) at the cost of the Borrower(s) and/or Mortgagor(s) the powers hereunder or by applicable Indian law conferred on ABFL or any Receiver appointed by it and also to execute on behalf of the Borrower(s) and/or Mortgagor(s) at the cost of the Borrower(s) and/or Mortgagor(s) such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and also for preservation, enforcement and realisation of the security and the Borrower(s) and/or Mortgagor(s) shall bear the expenses that may be incurred by ABFL or any Receiver in that behalf. Provided that in the event of occurrence of an Event of Default, ABFL shall exercise its powers under this Section on behalf of the Borrower(s) and/or Mortgagor(s) fails to comply with the instructions of ABFL under this Indenture.

**23.2 Ratification**

The Borrower(s) and/or Mortgagor(s) covenants with ABFL to ratify and confirm all acts or things made done or executed by any attorney as contemplated by in these presents hereinabove.

**24. CERTIFICATE OF ABF**

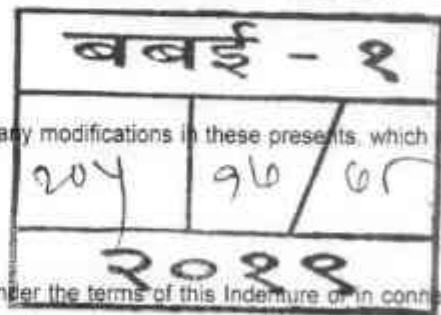
A certificate of ABFL setting out the amount of the Facility due and payable by the Borrower(s) is prima facie evidence of the same.

**25. MODIFICATIONS TO THESE PRESENTS**

The Borrower(s) and/or the Mortgagor(s) shall concur with ABFL in making any modifications in these presents, which in the opinion of ABFL shall be expedient to make.

**26. NOTICES**

All notices, requests, demands and other communications made or given under the terms of this Indenture or in connection herewith shall be in writing and shall be either personally delivered, transmitted by postage prepaid, registered mail (air mail if international), or by reputed courier service, telex or cable or facsimile or e-mail and shall be addressed to the Mortgagor(s), Borrower(s) or ABFL, as appropriate, at the address and/or other details indicated below the name of the appropriate Person at the address and/or other details indicated below or to such other address or place as such Person may from time to time designate:



ARMED BLENDE'S AND DISTILLERS PVT. LTD.

*[Signature]*  
Director/Authorised Signatory

ADITYA BIRLA FINANCE LTD.

*[Signature]*  
Authorised Signatory

For the Mortgagor(s) /Borrower(s):

Attn: Mr. Ramakrishnan Ramaswamy

Allied Blenders And Distillers Pvt. Ltd.

Address : Ashford Centre, 3rd & 4th Floor, Shankarrao Naram Marg, Lower Parel, Mumbai -400013

Email : ramki@abndindia.com

For ABFL

Attention: Mr. Indranil Suryawanshi – Zonal Head West – Mid Markets

Aditya Birla Finance Ltd.

Address : One Indiabulls Centre, Tower 1, 18th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013

Email : indranil.suryawanshi@adityabirlacapital.com

**27. WAIVER**

**27.1 No Implied Waiver or Impairment**

No delay or omission of ABFL or any Receiver in exercising any right, power or remedy accruing to ABFL upon any default hereunder shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of ABFL or its authorized representative or any Receiver in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of ABFL in respect of any other defaults, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of ABFL herein provided are cumulative and not exclusive of any rights or remedies provided by applicable Indian law or equity or the Facility Agreement or in any other Security Document.

**27.2 Express Waiver**

A waiver or consent granted by ABFL under this Indenture will be effective only if given in writing and in the presence and for the purpose for which it is given.

**28. GOVERNING LAW**

This Mortgage Deed and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of India.

**29. JURISDICTION**

The courts in [Mumbai] shall have exclusive jurisdiction over any dispute arising out of this Mortgage Deed.

**30. ARBITRATION**

The terms and conditions in respect of Arbitration, set forth in Clause [23.16 Arbitration of Term Loan Agreement] of the Facility Agreement, are incorporated hereby and made a part of this Mortgage Deed as if such terms and conditions were set forth in full herein.

**31. MISCELLANEOUS**

**31.1 Discharges and Releases**

Notwithstanding any discharge, release or settlement from time to time between ABFL and the Mortgagor(s), any discharge or payment in respect of the Facility by the Borrower(s) and/or the Mortgagor(s) or any other Person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, applicable Indian law or enactment relating to bankruptcy, insolvency, composition or arrangement for the time being in force or for any other reason, ABFL shall be entitled hereafter to enforce this Indenture as if no such discharge, release or settlement had occurred.

**31.2** Neither the security created under this Mortgage nor the rights, powers and remedies conferred to ABFL or the receiver by this Mortgage shall be discharged, impaired or affected by:

- a. Any invalidity or unenforceability or amendment of any of the Transaction Documents;
- b. Any time or other indulgence given or agreed to be given by ABFL for the performance of the obligations by the Borrower(s) under any of the Transaction Documents.
- c. Any release or exchange of security or obligations granted or undertaken pursuant to any of the Transaction Documents;
- d. Any other act, event or omission which but for this provision would impair or discharge the Borrower's liability hereunder; and



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- e. Any change in the structure or organisation of the Borrower as a result of change in applicable laws, insolvency of the Borrower(s) or otherwise, including the winding up (voluntary or otherwise), merger or amalgamation, reconstruction or otherwise of the Borrower(s) with any other company or takeover of the management of the Borrower(s).

**31.3 Amendment**

The Mortgagor(s) and ABFL may amend or supplement the terms of this Indenture by mutual agreement in writing.

**31.4 Other Remedies**

The rights and remedies conferred upon ABFL under this Indenture:

- a. Shall not prejudice any other rights or remedies to which ABFL may, independently of this Indenture, whether by statute or otherwise, be entitled; and
- b. Shall not be prejudiced by any other rights or remedies to which ABFL may, independently of this Indenture, be entitled, or any collateral or other security now or hereafter held by ABFL.

**31.5 Limitation on Rights of Others**

Nothing in this Indenture, whether express or implied, shall be construed to give to any Person other than ABFL, any legal or equitable right, remedy or claim under or in respect of this Indenture, except as expressly provided in this Indenture, any covenants, conditions or provisions contained herein or in the Secured Properties, all of which are, and shall be construed to be, for the sole and exclusive benefit of ABFL.

**31.6 Assignment**

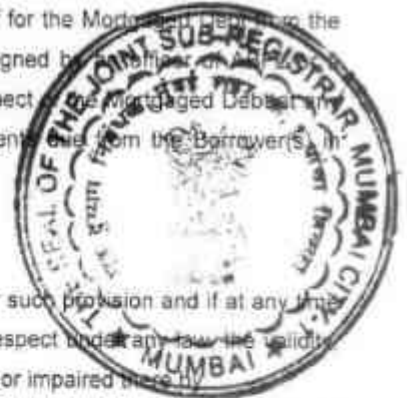
The Borrower shall not assign or transfer any of their rights and/or obligations under this indenture except with ABFL's prior permission.

However, ABFL shall be entitled to, without issuing any notice or obtaining any consent from the Borrower(s) and/or the Mortgagor(s), sell, assign, securities or transfer the Mortgagor(s)'s right and obligations under this indenture/Deed with or without any other securities in favour of ABFL (including all Guarantees/s, if any) to any person ("Intending Assignee") of ABFL's choice in whole or in part and in such manner and on such terms and conditions as ABFL shall decide. Any such sale, assignment, authorization or transfer shall conclusively bind the Borrower(s) and/or the Mortgagor(s) and all other related persons. ABFL shall be further entitled to act as security agent/agent of such Intending Assignee, without issuing any prior notice or obtaining any consent from the Borrower(s) and/or the Mortgagor(s), and may at its discretion hold the Secured Properties, whole or in part, for and on behalf of such Intending

Assignee or on behalf of itself and any such act of ABFL acting as an agent or security agent of the Intending Assignee shall conclusively bind the Borrower(s) and/or the Mortgagor(s) and shall not be challenged or disputed by the Borrower(s) and/or the Mortgagor(s) and the Borrower(s) and/or the Mortgagor(s) shall not be discharged of their obligations under this indenture.

**31.7 ABFL'S records to be accepted by borrower**

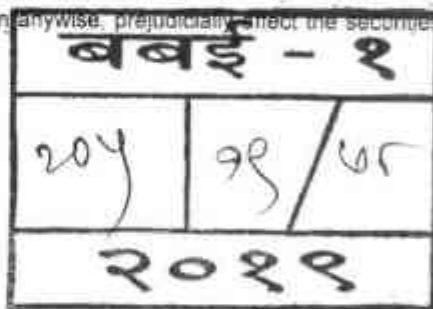
The records maintained by ABFL in its ordinary course of business shall be the final proof for the Mortgagor(s) and the Borrower(s) under this Indenture and/or the Facility Agreement. A certificate in writing signed by ABFL or a system generated electronic certificate stating the amount due from the Borrower(s) in respect of the Mortgaged Debt at a particular time shall be conclusive evidence against the Borrower(s) in respect of payments due from the Borrower(s) in respect of the Mortgaged Debt.



**32. PROVISIONS SEVERABLE**

Every provision contained in this Indenture shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in anyway affected or impaired.

The Borrower(s) and/or the Mortgagor(s) hereby undertake(s) that during the subsistence of the security created by the Borrower(s) and/or the Mortgagor(s) in favour of ABFL, the Borrower(s) and/or the Mortgagor(s) shall not do or suffer to be done or be party or privy to any act, deed, matter or thing which may, in anywise, prejudicially affect the securities and the rights created in favour of ABFL.



  
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IN WITNESS THEREOF THE Borrower(s) and/or the Mortgagor(s) has/have set his/their hand(s) to these presents on this day and year first above written in the witness of each of the attesting witnesses mentioned below and each of attesting witnesses have put their signature in the presence of Borrower(s) and/or the Mortgagor(s).

Borrower(s)  
ALLIED BLENDEES AND DISTILLERS PVT. LTD.  
Director/Authorised Signatory



Mortgagor(s)  
ALLIED BLENDEES AND DISTILLERS PVT. LTD.  
Director/Authorised Signatory



For Aditya Birla Finance Limited  
Name  
Designation

*Aditya*  
: ADITYA SHANU GOPI TR  
: AUTHORISED SIGNATORY



Witness:-

1. I. D. BABU *I. D. Babu*
2. Vivek Choudhary *Vivek Choudhary*



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SCHEDULE  
DESCRIPTION OF IMMOVABLE PROPERTIES

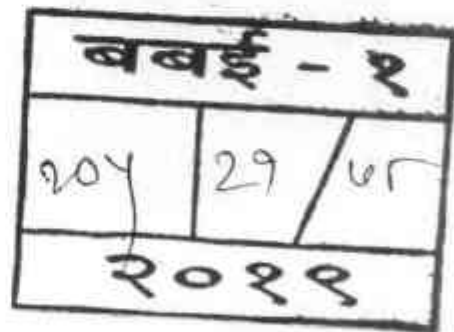
Property being entire premises on the 1<sup>st</sup> floor admeasuring 5,380 sq. ft. in the commercial building known as Ashford Centre together with 10 % undivided right title and interest appurtenant to the said 1<sup>st</sup> floor constructed on the land bearing CTS No. 249(part) of lower Parel division, situate, lying and being at Shankarrao Naram Marg, Lower Parel (West), Mumbai- 400 013.

Property being entire premises on the 2<sup>nd</sup> floor admeasuring 5,380 sq. ft. in the commercial building known as Ashford Centre together with 10 % undivided right title and interest appurtenant to the said 2<sup>nd</sup> floor constructed on the land bearing CTS No. 249(part) of lower Parel division, situate, lying and being at Shankarrao Naram Marg, Lower Parel (West), Mumbai- 400 013.

Property being entire premises on the 3<sup>rd</sup> floor admeasuring 5,380 sq. ft. in the commercial building known as Ashford Centre together with 10 % undivided right title and interest appurtenant to the said 3<sup>rd</sup> floor constructed on the land bearing CTS No. 249(part) of lower Parel division, situate, lying and being at Shankarrao Naram Marg, Lower Parel (West), Mumbai- 400 013.

Property being entire premises on the 4<sup>th</sup> floor admeasuring 5,380 sq. ft. in the commercial building known as Ashford Centre together with 10 % undivided right title and interest appurtenant to the said 4<sup>th</sup> floor constructed on the land bearing CTS No. 249(part) of lower Parel division, situate, lying and being at Shankarrao Naram Marg, Lower Parel (West), Mumbai- 400 013.

Property being entire premises on the 7<sup>th</sup> floor admeasuring 5,380 sq. ft. in the commercial building known as Ashford Centre together with 10 % undivided right title and interest appurtenant to the said 7<sup>th</sup> floor constructed on the land bearing CTS No. 249(part) of lower Parel division, situate, lying and being at Shankarrao Naram Marg, Lower Parel (West), Mumbai- 400 013.



For ALLIED BLENDERS AND DISTILLERS PVT. LTD.

Director/Authorised Signatory

ADITYA BIRLA FINANCE

Authorised Signatory



**ADITYA BIRLA  
CAPITAL**

PROTECTING INVESTING FINANCING ADVISING

ABF/XTL/DEC18/N0074

Date : Dec 12, 2018

**ALLIED BLENDEES & DISTILLERS PRIVATE LIMITED (Borrower)**

394-C Lamington Chambers, Lamington Road, MUMBAI - 400004, MAHARASHTRA  
Maharashtra  
400004

Kind Attention Mr. Ramakrishnan Ramaswamy

Dear Sir/Madam,

With reference to your application for Term Loan and further discussion in this regard, we are pleased to communicate our sanction of Rs. 6500.00 Lakhs (Rupees Six Thousand Five Hundred Lakhs Only) subject to acceptance of the following terms and conditions and Compliance of necessary procedures as detailed here in below.

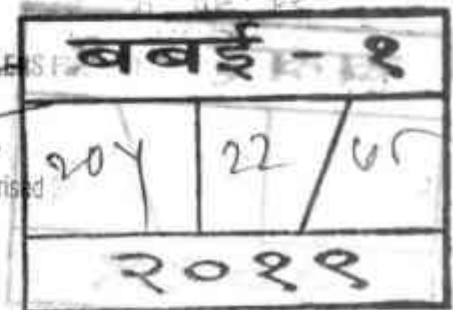
Facility	Amount (Rs. In Lakhs)	Sub-Limit of
Term Loan	6500	Not Applicable
<b>Total</b>	<b>6500.00</b>	Not Applicable
Common Customer Code	MUM220005506	Not Applicable

Section 1:- Conditions for individual facilities

Facility No	1	Facility Name	Term Loan
Facility Amount (Rs. In Lakhs)	Rs.6500/- Lakhs (Rupees Six Thousand Five Hundred Lakhs Only)		
Purpose	To takeover of loans from PNB Housing & South Indian Bank and to improve Working		



ALLIED BLENDEES AND DISTILLERS PRIVATE LIMITED



Director/Authorised

Aditya Birla Finance Ltd.

One Indiabulls Center, Tower 1, 18th Floor, Jupiter Mill Compound,  
B-41, Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013

www.adityabirlafinance.com

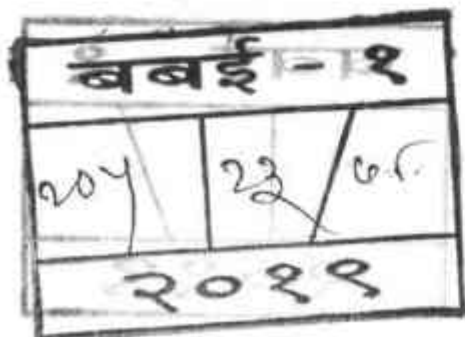
Registered Office:

Indian Rayon Compound, Veraval,  
Gujarat - 352 266

CIN: U65990GJ1991PLC064603



	Capital and current ratio
Tenure	7 Years from First disbursement.
Validity of Limits	Limit will be valid for 7 Years from date of first disbursement
Limit Expiry Date	30/12/2025
Eligible draw down	Term Loan facilities can be drawn down in Multiple drawdown
Moratorium Period	Not Applicable
Last Draw Down date	15/04/2019
Asset Review Date	31/12/2019
Disbursement Methodology	Allied Blenders & Distillers Pvt. Ltd. (ABDPL) will arrange for following from BT Bankers (PNB Housing Finance Ltd & South Indian Bank Ltd)  1. Balance Confirmation Letter  2. List of Security Documents held
Specific Condition	Security to be created 30 days post disbursement of the BT portion.  Charge created in favour of Lender to be registered with Registrar of Companies (filing of Form CHG -1) within 30 days from date of creation.  Title Search and Valuation Report (1 nos) to be obtained from Lender approved lawyer & valuer before sanction. (Cost to be borne by borrower).  Funds would be remitted directly to lenders of Allied Blenders & Distillers Pvt. Ltd. for clearance of Loan O/s against the subject property.  Mortgage on subject property to be created post clearance of dues within a period of 30 days.  Further disbursement would be made post creation of mortgage on the subject property.  Sanction will be valid for 30 days from date of sanction letter



For ALLIED BLENTERS AND DISTILLERS PVT. LTD.



Director/Authorized Signatory

**Aditya Birla Finance Ltd.**

One Indiabulls Center, Tower 1, 18th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013

[www.adityabirlafinance.com](http://www.adityabirlafinance.com)

Registered Office: Indian Rayon Compound, Veraval, Gujarat -352 265  
CIN: U65990GJ1991PLC054603

**ADITYA BIRLA  
CAPITAL**

PROTECTING INVESTING FINANCING ADVISING

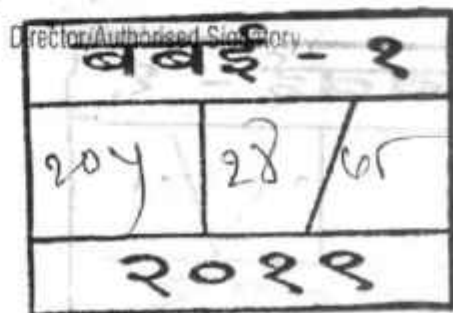
Specific pre-disbursement Condition	Not Applicable
Specific post disbursement Condition	Not Applicable
Rate Of Interest	The applicable rate under this Facility for every disbursement is Long term reference rate of ABFL (LTRR) +/- Spread - LTRR at present is 17.85% - Spread at present is "To be decided at the time of disbursement" - Effective rate of interest is "To be decided at the time of disbursement" ABFL reserves the right to revise the rates/ spread/reference rate in the event of increase in the money market rates.
Processing Fee	To be decided at the time of disbursement
Documentation Charges	To be decided at the time of disbursement
CERSAI Charges	INR 500/- Plus applicable taxes
Payment Mechanism of Interest TL	RTGS
Payment Mechanism of Principal TL	RTGS

Penal Interest	2% p.a. over and above the existing ROI on delay in repayment of principle/ interest / charges.
Prepayment	<ul style="list-style-type: none"> <li>• 2% of the outstanding amount for the first 6 months from the date of first disbursement</li> <li>• Nil after 6 months from the date of first disbursement</li> </ul> *Prepayment penalty to be waived in case of repayment from IPO proceeds / Dilution of Equity and Retained earnings.

**Section 2:- Common Securities**

Primary Security

For ALLIED BLENDEES AND DISTILLERS PVT. LTD.



Aditya Birla Finance Ltd.

One Indiabulls Center, Tower 1, 18th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013

www.adityabirlafinance.com

Registered Office: Indian Rayon Compound, Veraval, Gujarat -362 266

CIN: U65990GJ1991PLC064603



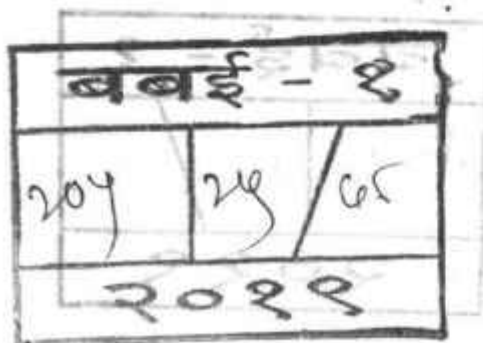
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Security	Type Of Security	Status Of Security	Time for perfecting security	Description Of Security
Commercial Property	Registered Mortgage	Exclusive	Within 30 days from date of first disbursement	Exclusive charge on commercial property located at Ashford Centre, Floor No. 1,2,3,4,7, Senapati Bapat Marg, Lower Parel, Mumbai, Maharashtra 400013. Total saleable area of 37500 Sq Ft with assigned parking space (Valued at ~ INR 81.00 Crs. providing a cover of 1.25x) owned by Allied Blenders and Distillers Pvt Ltd

**Corporate Guarantee/ Letter of Comfort/ Put Option**

Corporate Type	Name of Guarantor	Time for perfecting security	Registered Address	Comments
Put option w/o BR	ALLIED BLENDERS AND DISTILLERS PRIVATE LIMITED	Before disbursement	394-C Lamington Chambers, Lamington Road, MUMBAI - 400004, Maharashtra	Put / Call option at the end of 5th year and every year thereafter

**Escrow Mechanism**



For ALLIED BLENDERS AND DISTILLERS PVT. LTD



**Aditya Birla Finance Ltd.**

One Indiabulls Center, Tower 1, 18th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013

www.adityabirlafinance.com

Registered Office: Indian Rayon Compound, Veraval, Gujarat -362 256  
CIN: U65990GJ1991PLC0364603



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Name of Debtor	Cash flow per month	Time for perfecting security	Escrow mechanism	Comments
Allied Blenders and Distillers Pvt Ltd	22430416.88	Before disbursement	W/o Payment confirmation with Escrow a/c	Escrow of receivables (Tata Projects, APAC (NBFC) and others) to the extent of 2x of EMI amount to be routed through designated bank appointed by the lender.

**Section 3:- Security PDCs/ ECS Mandate with Undertaking, DSRA and Other Securities**

**UDC**

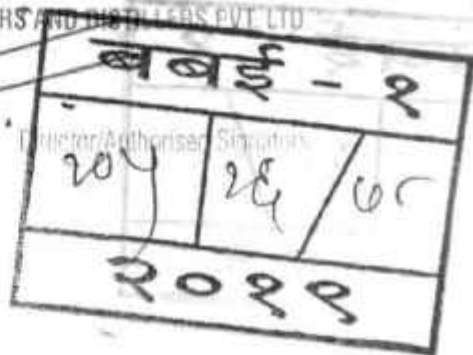
Type	No. Of Cheques	Time For Perfecting Security	Comments If Any
UDC	2	Before disbursement	2 UDCs totalling to the facility amount

**PDC**

Facility Number	1
Facility Name	Term Loan
PDCS Cheque	No
PDCS No. of Cheque	0
Not Above	0



FOR ALLIED BLENDERS AND DISTILLERS PVT LTD



Aditya Birla Finance Ltd.

One Indiabulls Center, Tower 1, 18th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013

www.adityabirlafinance.com

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CIN: U65990GJ1991PLC054603



**ADITYA BIRLA  
CAPITAL**

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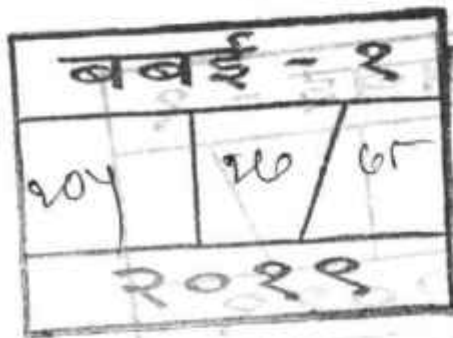
EMI Cheque	No
EMI No of Cheque	0
EMI Cheque value	0

Principle Payment Cheque	Yes
Principle Payment No.of cheque	3
Principle Payment cheque value	7738095.24

Interest Payment Cheque	Yes
Interest Payment No.of cheque	3
Interest Payment cheque value	6770833.34

#### Section 4:- Financial Documents

Financial Documents	<ul style="list-style-type: none"> <li>-Execution of Loan Agreement</li> <li>-Demand Promissory Note along with Letter of Continuity</li> <li>-Accepted Sanction Letter by Borrower's Authorized Signatory</li> <li>-Certified true copy of Board Resolution</li> <li>-2 UDCs of "Not over INR 32.5 Crs. each" in favour of "Aditya Birla Finance Limited" along with an undertaking letter</li> <li>-3 PDC's for Principal Instalment favour of Aditya Birla Finance Limited</li> <li>-3 PDC's for Interest amount each in favour of Aditya Birla Finance Limited</li> <li>-Copy Duly filled Loan application form with KYC documents of Borrower</li> <li>-Certified true copy of MOA &amp; AOA</li> <li>-Undertaking for making interest payment by electronic mode on due date [Declaration for RTGS]</li> <li>-Original signature verification of the Authorized Signatories from the Banker</li> <li>-Any other document as may be required by ABFL</li> <li>-Satisfaction of all pre disbursement conditions mentioned in the later part of this letter</li> </ul>
---------------------	---



For ALLIED BLENDEES AND DISTILLERS PVT. LTD.



#### Aditya Birla Finance Ltd.

One Indiabulls Center, Tower 1, 18th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013

www.adityabirlafinance.com

Registered Office: Indian Rayon Compound, Veraval, Gujarat -362 266  
CIN: UB5990GJ1991PLC054633



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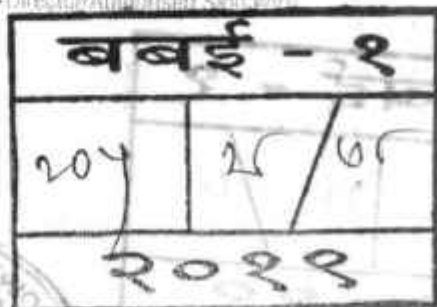
<p>Security Related Documents</p>	<p>For Collateral Property: Pre Disbursement :</p> <ul style="list-style-type: none"> <li>-Title Search by ABFL approved lawyer</li> <li>-Valuation by ABFL approved valuer</li> <li>-Legal opinion report by ABFL approved lawyer</li> <li>-Confirmation of List of Documents from Existing Lender</li> <li>-Balance Confirmation from Existing Lender</li> <li>-Authority of Letter for collecting Original documents</li> <li>-Specific Power of Attorney for balance transfer</li> </ul> <p>Post Disbursement:</p> <ul style="list-style-type: none"> <li>-Original Legal Vetting report</li> <li>-Original Property Papers as per Legal Opinion report</li> <li>-Registered Mortgage Deed</li> <li>-Registration of charge with ROC (Form CHG-1) within 30 days of security perfection</li> <li>-Addition of Security Interest with CERSAI within 30 days of security perfection</li> <li>-A copy of the insurance policy(ies) to be furnished to the ABFL within 30 days of security creation</li> </ul> <p>For ESCROW Account: Pre Disbursement:</p> <ul style="list-style-type: none"> <li>-Tripartite Agreement</li> </ul>
<p>Disbursement Guidelines</p>	<p>Request letter for disbursement, specifically mentioning rate of interest in line with ABFL STRR and LTRR</p> <p>Letter from the Company mentioning the account details in which funds needs to be transferred</p> <p>Copy of Bank statement or a cancelled cheque of the account in which funds needs to be transferred.</p> <p>Payment will go to the account as mentioned in the above letter.</p> <p>Any other document as may be required by ABFL.</p>

Section 5:- Financial Covenants

Financial Covenants

For ALLIED BLENTERS AND DISTILLERS PVT. LTD.

Director/Authorised Signatory



**Aditya Birla Finance Ltd.**

One Indiabulls Center, Tower 1, 18th Floor, Jupiter Mill Compound, 841 Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013

www.adityabirlafinance.com

Registered Office: Indian Rayon Compound, Veraval, Gujarat -362 268

CIN: U65990GJ1991PLC064603



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CAPITAL**

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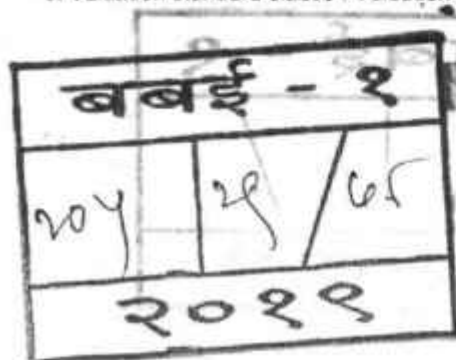
Covenants	Minimum/ Maximum ratio
DSCR	DSCR; min 1.2x (FY 20 onwards for the entire fac)
EBIDTA Margins	12% FY19 onwards
Debt/EBITDA	max. 4.0x FY20, max. 3.5x FY21
Current Ratio (The Current ratio shall be computed as the ratio of Current Assots divided by Current Liabilities.)	1.1x FY19 onwards
Long Term Debt / Equity	2:1 Long Term Debt: Equity (FY20 onwards)
Sales Turnover	Net Sales: FY19 - Rs.2650 Cr., FY20 Rs.2960 Cr.

The financial covenants shall be on a Anually basis and shall be reported in the monitoring report to be submitted by Borrower/certified

#### Section 6:- General Pre-disbursement and Post Disbursement conditions

##### General Pre-disbursement conditions :

1. Valuation standard clause : Valuation shall be done by 1 ABFL empanelled valuer. The obligation of the Lender to make disbursements out of the Facility shall be subject to the Borrower complying with the following conditions to the satisfaction of ABFL .The Borrower shall complete all documentation as stipulated, to the satisfaction of ABFL. The Borrower to furnish title investigation search and valuation of security ( being mortgaged to ABFL) prior to disbursement.
2. The borrower shall make adequate arrangements for treatment and disposal of effluents, solid waste and emissions from its project and shall furnish appropriate approvals from the authorities in this regard.
3. ABFL reserves the right to appoint qualified accountants / technical experts /management consultants of its choice to examine the books of accounts, factories and operations of the borrower or to carry out a full concurrent/statutory audit. The cost of such inspection shall be borne by the
4. Debt/EBITDA definition: Debt is defined as sum of short term borrowings including commercial paper and current portion of all long term debts and total term liabilities. EBITDA is calculated as PBT + Depreciation + Interest +/- non-cash item +/- non-operating cash items - Exp written back.
5. Valuation standard clause : Valuation shall be done by 1 ABFL empanelled valuer. The obligation of the Lender to make



for ALLIED BLENDEES AND DISTILLERS PVT. LTD

Director/Authorised Signatory



Aditya Birla Finance Ltd.

One Indiabulls Center, Tower 1, 18th Floor, Jupiter Mill Compound,  
Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013

www.adityabirlafinance.com

Registered Office: Indian Rayon Compound, Veraval, Gujarat -362 266

CIN: U65990G1991PLC064603

 **ADITYA BIRLA  
CAPITAL**

PROTECTING INVESTING FINANCING ADVISING

disbursements out of the Facility shall be subject to the Borrower complying with the following conditions to the satisfaction of ABFL. The Borrower shall complete all documentation as stipulated, to the satisfaction of ABFL. The Borrower to furnish title investigation search and valuation of security ( being mortgaged to ABFL) prior to disbursement.

#### General Post-disbursement conditions

1. CHG-1 to be filed with ROC within 30 days from the date of execution of Security Documents of the borrower/Corporate Guarantor
2. All the assets charged to the ABFL are to be insured for full value covering all risks with usual ABFL clause. A copy of the insurance policy(ies) to be furnished to the ABFL within 30 days of security perfection
3. The Borrower or Co-Borrower shall forward to ABFL provisional balance sheet and Profit & Loss Account within 3 months of year end and audited accounts within 6 months of year end. Quarterly financial results shall be submitted within 60 days from the end of each quarter or with the filing with stock exchange for listed borrower.
4. Inspection of assets charged to ABFL may be carried out once in 12 months or at more frequent intervals as decided by ABFL by its own officials or through persons or firm appointed by ABFL. The cost of inspection is to be borne by the borrower.

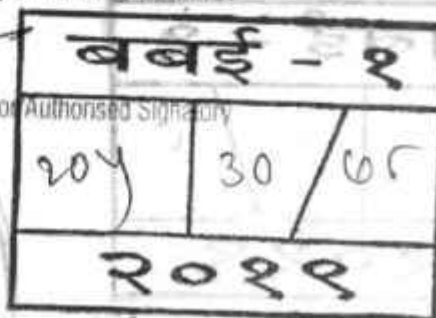
#### Section 7:- Monitoring Conditions - Not Applicable

#### Section 8:- General Terms and Conditions

1. The loan shall be utilised for the purpose for which it is sanctioned and it should not be utilised for :
  - Subscription to or purchase of shares/debentures
  - Extending loans to subsidiary companies/associates or for making inter-corporate deposits.
  - Any speculative purposes.
2. The borrower shall maintain adequate books and records which should correctly reflect their financial position and operations and it should submit to ABFL at regular intervals such statements as may be prescribed by ABFL in terms of the RBI / Bank's instructions issued from time to time.
3. The borrower will keep ABFL informed of the happening of any event which is likely to have an impact on their profit or business and more particularly, if the monthly production or sale and profit are likely to be substantially lower than already indicated to ABFL. The borrower will inform accordingly with reasons and the remedial steps proposed to be taken.



For ALLIED BLENDEBS AND DISTILLERS PVT. LTD.



#### Aditya Birla Finance Ltd.

One Indiabulls Center, Tower 1, 18th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013

www.adityabirlafinance.com

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CIN: U65990GJ1991PLC064603



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CAPITAL**

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4. The borrower should not pay any consideration by way of commission, brokerage, fees or in any other form to guarantors directly or indirectly.
5. The Borrower and Guarantor(s) shall be deemed to have given their express consent to ABFL to disclose the information and data furnished by them to ABFL and also those regarding the credit facility/ies enjoyed by the borrower, conduct of accounts and guarantee obligations undertaken by guarantor to the Credit Information Bureau (India) Ltd. (CIBIL), or RBI or any other agencies specified by RBI who are authorised to seek and publish information.
6. The Borrower will keep the ABFL advised of any circumstances adversely affecting their financial position including any action taken by any creditor, Government authority against them.
7. The sanction limits would be valid for acceptance for 30 days from the date of the issuance of letter.
8. ABFL reserves the right to alter, amend any of the condition or withdraw the facility, at any time without assigning any reason and also without giving any notice.
9. Provided further that notwithstanding anything to the contrary contained in this Agreement, ABFL may at its sole and absolute discretion at any time, terminate, cancel or withdraw the Loan or any part thereof (even if partial or no disbursement is made) without any liability and without any obligations to give any reason whatsoever, whereupon all principal monies, interest thereon and all other costs, charges, expenses and other monies outstanding (if any) shall become due and payable to ABFL by the Borrower forthwith upon demand from ABFL.
10. During the currency of ABFL's credit facility(s), the borrower will not without intimating ABFL in writing:
  - a) conclude any fresh borrowing arrangement either secured or unsecured with any other Bank or Financial Institutions, borrower or otherwise, not create any further charge over their fixed assets without our prior approval in writing.
  - b) undertake any expansion or fresh project or acquire fixed assets greater than Rs. 50 Cr., while normal capital expenditure, e.g. replacement of parts, can be incurred.
  - c) invest by way of share capital in or lend or advance to or place deposits with any other concern (normal trade credit or security deposit in the routine course of business or advances to employees can, however, be extended).
  - d) formulate any scheme of amalgamation with any other borrower or reconstruction, acquire any borrower.
  - e) undertake guarantee obligations on behalf of any other borrower or any third party.
  - f) declare dividend for any year except out of profits relating to that year after making all the due and necessary provisions provided that no default had occurred in any repayment obligation and Bank's permission is obtained.
  - g) make any repayment of the loans and deposits and discharge other liabilities except those shown in the funds flow statement submitted from time to time.
  - h) make any change in their management set-up.
11. The Borrower/s agrees to pay the processing fees upfront at the time of acceptance of sanction letter and the processing fees paid shall be non-refundable and non-adjustable.

For ALLIED BLENDEES AND DISTILLERS PVT. LTD

Director/Authorised Signatory

बबई - १	
204	39 / 66
२०१९	



**ADITYA BIRLA  
CAPITAL**

Aditya Birla Finance Ltd.

One Indiabulls Center, Tower 1, 18th Floor, Jupiter Mill Compound, B41,  
Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013

www.adityabirlafinance.com

Registered Office: Indian Rayon Compound, Veraval, Gujarat -362 266  
CIN: U69200GJ1991PLCG04003

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General Covenant :

Facility Name	General Covenant Category	General Covenant Sub-Category	Ratio or Value	General Covenant Name	Other General Covenant Name	General Covenant Due Date	General Covenant RM	General Covenant Anchor or To be Monitored By	General Covenant frequency
Term Loan	Monitoring Conditions	N.A.	Not Applicable	Not Applicable	Borrower to submit Quarterly/ha If yearly performance for the past quarters within 45 days from end of each quarter in a format acceptable to ABFL	2019-05-15	Vivek Choudhary	Aniket Paswan	Quarterly

For any queries please email us at [care.finance@adityabirlacapital.com](mailto:care.finance@adityabirlacapital.com)

Yours sincerely,

For: ADITYA BIRLA FINANCE LIMITED

Mrs./Mr. Raghavan S Mrs./Mr. Dilip A

(Authorized Signatory)



For ALLIED BLENDERS AND DISTILLERS PVT. LTD.



Aditya Birla Finance Ltd.

One Indiabulls Center, Tower 1, 18th Floor, Jupiter Mill Compound, B41, Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013

[www.adityabirlafinance.com](http://www.adityabirlafinance.com)

Registered Office: Indian Rayon Compound, Veraval, Gujarat - 362 265

CIN: U65990G1991PLC064603



PROTECTING INVESTING FINANCING ADVISING

**ACKNOWLEDGEMENT, APPROVAL AND ACCEPTANCE:**

We hereby acknowledge, approve and accept the terms and conditions detailed in this letter and agree, undertake and confirm to comply with the aforesaid terms and conditions in connection with the facility.

Approved and accepted by:

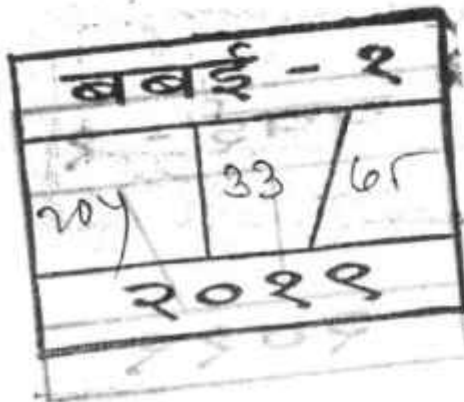
**ALLIED BLENDEES & DISTILLERS PRIVATE LIMITED (Borrower)**

For ~~ALLIED BLENDEES AND DISTILLERS PVT. LTD.~~

(Authorized Signatory)

Director/Authorised Signatory

December 21<sup>st</sup> 2018.



**Aditya Birla Finance Ltd.**

One Indiabulls Center, Tower 1, 18th Floor, Jupiter Mill Compound, B41, Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013

[www.adityabirlafinance.com](http://www.adityabirlafinance.com)

Registered Office: Indian Rayon Compound, Veraval, Gujarat -362 266  
CIN: U65990GJ1991PLC064603



**ADITYA BIRLA  
CAPITAL**

PROTECTING INVESTING FINANCING ADVISING



N.



महाराष्ट्र MAHARASHTRA

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UE 383835



प्रधान मुद्रांक कार्यालय, मुंबई  
प.म.दि.क्र. ८००००२०  
21 DEC 2018  
सक्षम अधिकारी

This stamp paper forms an integral part and parcel of Indemnity Bond executed by Allied Blenders And Distillers Pvt Ltd And Aditya Birla Finance Ltd on 09/01/2019 at Mumbai.

श्रीमती. पी. एस. तळकर



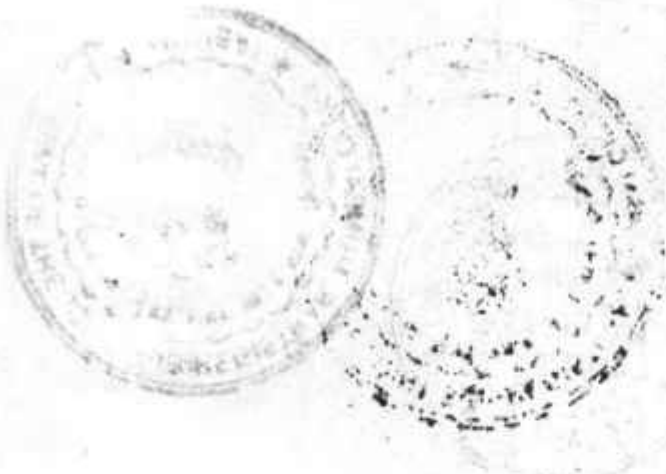
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204 37/65  
2019

ALLIED BLENDERS AND DISTILLERS PVT. LTD.

Director/Authorised Signatory

ADITYA BIRLA FINANCE LTD.

Authorised Signatory



2022	
19/12/21	102
102 - 2	



20 DEC 2021

1. Name of the person/Company: \_\_\_\_\_  
 2. Address: \_\_\_\_\_  
 3. Telephone No.: \_\_\_\_\_  
 4. E-mail: \_\_\_\_\_  
 5. Date: \_\_\_\_\_



20 DEC 2021

30A/C  
 Lamington Road, Mumbai-400 004.  
 Attn: Mr. S. B. Registrar  
 Only for Affidavit  
 Annexure - 9



महाराष्ट्र MAHARASHTRA

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UH 130953

पञ्चान मुद्रक कार्यालय, मुंबई  
 प.स.दि.क. ८०००२०  
 28 DEC 2018  
 सुश्रम अधिकारी

This Stamp Paper forms an integral part and Parcel of Indemnity Bond executed by Allied Blenders And Distillers Pvt Ltd And Aditya Birla Finance Ltd on 09/11/2019 at Mumbai



For ALLIED BLENTERS AND DISTILLERS PVT. LTD.

Director/Authorised Signatory

बबई - १  
 204 - 36 / 65  
 2019

ADITYA BIRLA FINANCE LTD.

Adshok  
 Authorised Signatory



2022	204	35/61
2022 - 2		



8 JAN 2019

1. The above mentioned property is situated in the  
 2. Municipality of ... (Municipality Name)  
 3. ... (Address)  
 4. ... (Details)  
 5. ... (Details)  
 6. ... (Details)



8 JAN 2019

7. ... (Details)  
 8. ... (Details)  
 9. ... (Details)  
 10. ... (Details)  
 11. ... (Details)  
 12. ... (Details)

Only for Affidavit

400 004



पुणे  
REGISTRATION  
NO. 3034  
MENT CH INDIA



महाराष्ट्र MAHARASHTRA

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UH 130952

प्रधान मुद्रांक कार्यालय, मुंबई  
प.ग.वि.क. ८००००२०  
28 DEC 2019  
सक्षम अधिकारी

This stamp paper forms an integral part and parcel of Indemnity Bond executed by Allied Blenders And Distillers Pvt Ltd and Aditya Birla Finance Ltd on 09/11/2019 at Mumbai.



बबई - १  
204 / 35 / 65  
2019

For ALLIED BLENDERS AND DISTILLERS PVT. LTD.

Director/Authorised Signatory

ADITYA BIRLA FINANCE LTD.

Authorised Signatory

2019	2019	2019
2019	2019	2019
2019	2019	2019



8 JAN 2019

Filed at the Registrar's Office, Mumbai City-1  
 on 08/01/2019 at 10:00 AM.  
 The Registrar, Mumbai City-1  
 has received the application for  
 registration of the said instrument.  
 The instrument is being registered  
 as per the provisions of the  
 Registration Act, 1908.  
 The registration fee of Rs. 1000/-  
 has been received from the  
 applicant.  
 The registration number is  
 1000/2019/1000.  
 The registration is valid for  
 30 days from the date of  
 registration.  
 The registration is subject to  
 the provisions of the  
 Registration Act, 1908.  
 The Registrar, Mumbai City-1  
 has signed this certificate of  
 registration on 08/01/2019 at  
 10:00 AM.



8 JAN 2019

Only for All India  
 - 1000/2019/1000



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UH 130951

प्रधान मुद्रांक कार्यालय, मुंबई  
 प.सू.वि.क. ८००००२०  
 28 DEC 2018  
 सक्षम अधिकारी

This Stamp Paper forms an integral part and parcel of Indemnity Bond executed by Allied Blenders And Distillers Pvt Ltd And Aditya Birla Finance Ltd. on 09/01/2019. at Mumbai



बबई - २  
 204 87/65  
 2019

For ALLIED BLENTERS AND DISTILLERS PVT. LTD.

*[Signature]*  
 Director/Authorised Signatory

ADITYA BIRLA FINANCE LTD.

*[Signature]*  
 Authorised Signatory

2019	
20/12/19	2019
2019 - 20	



8 JAN 2019

This is to certify that the above mentioned property is situated in the City of Mumbai and is registered in the name of the person mentioned above. The details of the property are as follows:

8 JAN 2019  
 012 - 400 004  
 Registrar, Mumbai City-1

Registrar, Mumbai City-1  
 400 004  
 012 - 400 004

Only for Affidavit  
 Not to be used for any other purpose





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UH 130950



प्रधान मुद्रांक कार्यालय, मुंबई  
 प.मु.वि.क्र. ८०००२०  
 28 DEC 2018  
 सक्षम अधिकारी

This Stamp is an integral part and part of Indemnity Bond executed by Allied Blenders And Distillers Pvt Ltd And Aditya Birla Finance Ltd On 09/01/2019 at Mumbai

बबई - १  
 204 / 82 / 06  
 2019

For ALLIED BLENDERS AND DISTILLERS PVT. LTD.

*[Signature]*  
 Director/Authorised Signatory

ADITYA BIRLA FINANCE LTD

*[Signature]*  
 Authorised Signatory





INDEMNITY BOND of POSESSION of SCHEDULE PROPERTY NOT TAKEN & GIVEN

To,  
Joint Sub-Registrar of Assurances,  
Mumbai

We, Allied Blenders and Distillers Private Limited incorporated under the Companies Act 1956 and having its registered office at 394/C, Ground Floor, Lamington Chambers, Lamington Road, Mumbai - 400004, (hereinafter called the "Mortgagor(s)" or "Borrower(s)" of the First Part which term unless the context otherwise requires includes his/her heirs, successors, executors, administrators and assigns);

And

Aditya Birla Finance Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at Indian Rayon Compound, Veraval, Gujarat - 395001, India (hereinafter referred to as the ABFL, which expression shall, unless it be repugnant to the subject or context thereof, includes its successors and permitted assigns).



The "Mortgagor(s)" or "Borrower and the ABFL, do hereby jointly and severally declare on solemn affirmation as under:-

WHEREAS an Indenture of Mortgage between "Mortgagor(s)" or "Borrower, and ABFL executed/executing, in order to secure the repayment of a loan which the ABFL has lent and advanced to the "Mortgagor(s)" or "Borrower of the Schedule property (hereinafter referred to as the Mortgaged Property) in favour of the ABFL, under which the possession of the Schedule property will not be given by the "Mortgagor(s)" or Borrower or taken by the ABFL;

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NOW THIS INDEMNITY BOND FURTHER WITNESSETH:

THAT possession of the Schedule Property is not be given by the Mortgagor to the ABFL and the ABFL also confirms that they have not taken the possession of the Schedule property from the Mortgagor and that we do hereby agree to indemnify and keep indemnified THE JOINT SUB- REGISTRAR OF ASSURANCES against any claim made and held to be legally valid and tenable by the Courts of Law or persons and against any loss, cost, charges and expenses incurred and suffered by THE JOINT SUB- REGISTRAR OF ASSURANCES by reason of the possession of the said property.

For ALLIED BLENDERS AND DISTILLERS PVT. LTD.

Director/Authorised Signatory

ADITYA BIRLA FINANCE LTD.

Authorised Signatory





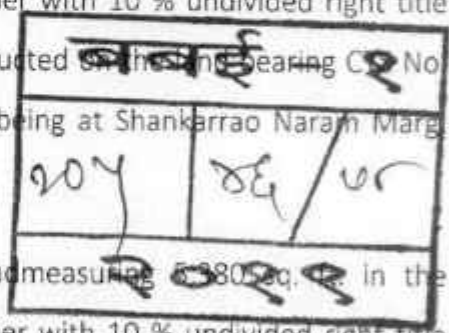


Description of the Mortgaged Properties

Property being entire premises on the 1st floor admeasuring 5,380 sq. ft. in the commercial building known as Ashford Centre together with 10 % undivided right title and interest appurtenant to the said 1st floor constructed on the land bearing CTS No. 249(part) of lower Parel division, situate, lying and being at Shankarrao Naram Marg, Lower Parel (West), Mumbai- 400 013.

Property being entire premises on the 2nd floor admeasuring 5,380 sq. ft. in the commercial building known as Ashford Centre together with 10 % undivided right title and interest appurtenant to the said 2nd floor constructed on the land bearing CTS No. 249(part) of lower Parel division, situate, lying and being at Shankarrao Naram Marg, Lower Parel (West), Mumbai- 400 013.

Property being entire premises on the 3rd floor admeasuring 5,380 sq. ft. in the commercial building known as Ashford Centre together with 10 % undivided right title and interest appurtenant to the said 3rd floor constructed on the land bearing CTS No. 249(part) of lower Parel division, situate, lying and being at Shankarrao Naram Marg, Lower Parel (West), Mumbai- 400 013.



Property being entire premises on the 4th floor admeasuring 5,380 sq. ft. in the commercial building known as Ashford Centre together with 10 % undivided right title and interest appurtenant to the said 4th floor constructed on the land bearing CTS No. 249(part) of lower Parel division, situate, lying and being at Shankarrao Naram Marg, Lower Parel (West), Mumbai- 400 013.

Property being entire premises on the 7th floor admeasuring 5,380 sq. ft. in the commercial building known as Ashford Centre together with 10 % undivided right title and interest appurtenant to the said 7th floor constructed on the land bearing CTS No. 249(part) of lower Parel division, situate, lying and being at Shankarrao Naram Marg, Lower Parel (West), Mumbai- 400 013.

For ALLIED BLENDERS AND DISTILLERS PVT. LTD.  
  
Director/Authorised Signatory

ADITYA BIRLA FINANCE LTD.  
  
Authorised Signatory





Mortgagor(s) or Borrower(s)

For ALLIED BLENDERS AND DISTILLERS PVT LTD.

Director/Authorised Signatory

For Aditya Birla Finance Limited

ADITYA BIRLA FINANCE LTD.

Name

ABHISIT SHIN & GOPI TK

Designation

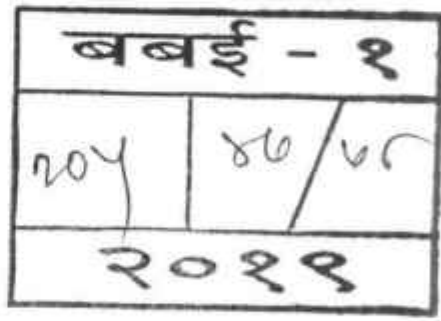
AUTHORISED SIGNATORY

Date: 09th January 2019

Place: Mumbai



Before me,



**BEFORE ME**

*Smy*  
*2-1-19*  
**S. M. N. Naqvi**  
**NOTARY**  
Government of India  
Mumbai & Thane Dist.



# भारतीय रिज़र्व बैंक

गैर-बैंकिंग पर्यवेक्षण विभाग

अहमदाबाद क्षेत्रीय कार्यालय

RESERVE BANK OF INDIA

DEPARTMENT OF NON-BANKING SUPERVISION

AHMEDABAD REGIONAL OFFICE



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२०१९	

पंजीकरण प्रमाण पत्र

## CERTIFICATE OF REGISTRATION

(जनता की जमाराशियां स्वीकार करने के लिए वैध नहीं)

(Not valid for accepting Public Deposits)

संख्या

No.

N-01-00500

भारतीय रिज़र्व बैंक अधिनियम, 1934 की धारा 45 झ क के द्वारा भारतीय रिज़र्व बैंक को प्रदत्त शक्तियों का प्रयोग करते हुए आदित्य बीरला फ़ाइनेन्स लिमिटेड को भारतीय रिज़र्व बैंक अधिनियम, 1934 के अधिनियम के अधीन में दूसरी तरफ दी गयी शर्तों पर जनता से जमाराशियां स्वीकार किये बिना गैर-बैंकिंग संस्था के रूप में प्रारंभ करने / करते रहने के लिए यह

पंजीकरण प्रमाण पत्र

जारी किया गया।



In exercise of the powers conferred on the Reserve Bank of India by Section 45 (k) of the Reserve Bank of India Act, 1934

ADITYA BIRLA FINANCE LIMITED

is hereby granted

Certificate of Registration

in lieu of earlier CoR No. B-13-01163 dated February 12, 1999 by RBI

to commence / carry on the business of non-banking financial institution without accepting public deposits subject to the conditions given on the reverse.

मेरे हस्ताक्षर के अधीन अहमदाबाद दो हजार अष्टादश की गीते तारीख को जारी किया गया।

Given under my hand at this Ninth day of August Two Thousand eleven.



(महा-प्रबंधक / उप महा-प्रबंधक) 10/8/11

General Manager / Deputy General Manager





**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**No.EB/2458/GS/A** dt 22/1/2010

To,

Talati & Panthaky Associates Pvt. Ltd.  
Architects,  
6<sup>th</sup> floor, Ceejay House,  
Shiv Sagar Estate  
Dr. Annie Besant Road, Worli  
Mumbai - 400 018

Ex. Eng. Bldg. Proposal (City) - I  
'E' Ward, Municipal Office, 3rd Floor,  
10, S. K. Hafizuddin Marg, Byculla,  
Mumbai - 400 008.

Sub:- Building Completion Certificate / Occupation  
certificate for commercial building on plot  
bearing C.S.No.249, Plot No.B of Lower Parel  
Division at Shankarrao Naram Marg, Mumbai

Ref: Your letter dated 14.1.2010

Sir,

The Completion Certificate submitted by you on 14.1.2010 for the above  
work, is hereby accepted and occupation permission is granted subject to  
following :

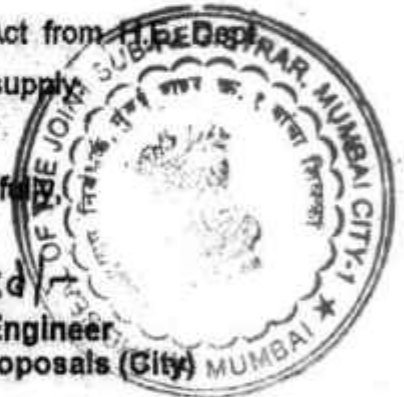
1. That the certificate under section 270-A of M.M.C.Act from H.E. Dept  
shall be submitted to this office for adequacy of water supply.

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Yours faithfully,

Sd/-

Dy.Chief Engineer  
Building Proposals (City)



**No.EB/2458/GS/A** dt 22/1/2010

Copy to :

✓ 1

The Owner,  
M/s. Springedule I.T. Pvt. Ltd.  
B/208, Shantivan II  
Raheja Township  
Malad (E), Mumbai- 400 097

For ALLIED BLENTERS AND DISTILLERS PVT. LT

2. Asstt. Commissioner G/South Ward.
3. A.E.W.W. G/South Ward.

*[Signature]*  
Authorised Signatory

**Certified True Copy** Dy A.&C. (City).  
For ALOK INFRASTRUCTURE LTD.

*[Signature]*  
Director / Authorised Signatory

*[Signature]*  
Dy.Chief Engineer  
Building Proposals (City)

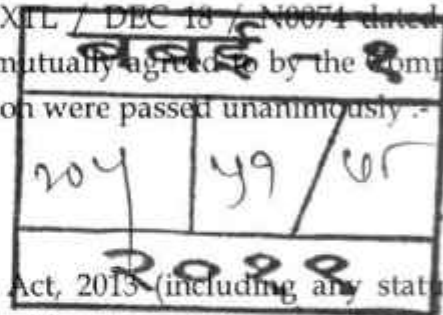


**Allied Blenders  
& Distillers**

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 12<sup>TH</sup> DECEMBER, 2018 AT MUMBAI.

**AVAILING OF LOAN / FINANCIAL ASSISTANCE FROM ADITYA BIRLA FINANCE LIMITED**

The Chairman informed the Board that the Company intends to avail loan / financial Assistance from Aditya Birla Finance Ltd ("ABFL" or the "Lender") to the extent of Rs. 65 crores (Rupees Sixty Five Crores only) on the terms and conditions as provided for in Sanction Letter bearing reference number ABF / XTL / DEC 18 / N0074 dated 12<sup>th</sup> December, 2018 and / or as may be subsequently mutually agreed to by the Company and ABFL. After discussions, the following resolution were passed unanimously :-



**"RESOLVED THAT**

1. Pursuant to section 179 of the Companies Act, 2013 (including any statutory modification(s) or re-enactment thereof for the time being in force) and subject to the approval of the Members, wherever necessary, the Company do borrow and avail loan / financial assistance to the extent of Rs.65 crores (Rupees Sixty Five Crores) from Aditya Birla Finance Limited ("ABFL" or the "Lender") on the terms and conditions provided for in Sanction Letter bearing reference number ABF / XTL / DEC 18 / N0074 dated 12<sup>th</sup> December, 2018 and / or as may be subsequently mutually agreed to by the Company and ABFL from time to time.
2. The draft loan documentation, Agreement(s), Hypothecation Deed, Mortgage Deed, Deed of Pledge, Undertakings, Demand Promissory Note, Request Letters and / or any other agreements, deeds, documents and other writings as placed before the Board and initialed by the Chairman for the purposes of identification, for availing loan / financial assistance received from Lender, be and are hereby approved.



*[Handwritten signature]*

