

100/-

To be executed
at branch

Stamp Duty
Payable Rs. 100/-

LOAN AGREEMENT

THIS Agreement is made at Mumbai
on this 18th day of April 2016
AUTHORISED SIGNATORY

In case of
individual

Shri/Smt. _____
of _____ residing at _____

BETWEEN

hereinafter referred to as "the Borrower" (Which expression shall unless it be repugnant to the context or meaning thereof, mean and include his/her heirs, legal representatives, executors and administrators) of the One Part;

OR

In case of
Proprietary
Concern.

Shri/Smt. _____
carrying on business as Proprietor/Proprietress of M/S. _____
at _____

Trecstar Distri/eries Pvt., Ltd.

RS

Director/Authorised Signatory

hereinafter referred to as "the Borrower" (Which expression shall unless it be repugnant to the context or meaning thereof, mean and include his/her heirs, executors, administrators, successors and assigns) of the ONE PART :

OR

In case of
Partnership
Firm

1. _____
2. _____
3. _____

of _____, Indian Inhabitants carrying on business in Partnership under firm name and style of M/s. _____

a partnership firm registered under the Indian Partnership Act 1932, at

hereinafter referred as 'the Borrower' (which expression shall unless it by repungnant to the context or meaning thereof, mean and include the partners for the time being in the firm of M/s. _____

the survivor of them, their respective heirs, executors, administrators, successors and assigns) of the One part :

OR

In case of
Limited
Company

M/s. Allied Blenders & Distillers Pvt. Ltd.
a private/public limited company, registered under the Companies Act 1956 and having its Registered Office at Ashford Centre, 3rd & 4th floor, S. N. Marg, Lower Panel (Co) Mumbai - 400038
374/C, Ch. Jeej Kaminagar Road, Kaminagar chowk, Mumbai - 400004
hereinafter referred to as "the Borrower" (which expression shall unless it be repungnant to the context or meaning there of mean and include its successors and assigns) of the One part;

AND

THE SARASWAT CO-OPERATIVE BANK LIMITED, a Bank, registered under the Bombay Co-operative Societies Act, 1925 and deemed to be registered under the Maharashtra Co-operative Societies Act, 1960, and also under the Multi State Co-operative Societies Act, 2002, having its registered at Saraswat Bank Bhavan, 953, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025 and a Branch Office amongst other places at S M 2 - Park

BY THE AUTHORIZED REPRESENTATIVE

MS
Trecstar Distilleries Pvt. Ltd.

Director/Authorised Signatory

hereinafter referred to as "THE BANK" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the Other Part;

WHEREAS the Bank has, at the request of the Borrower and for the purpose

set forth in Borrower's Application for Loan / Cash Credit _____ dated _____ agreed to grant/granted a sum of Rs. 4000.00 Rupees forty

Groves only
by way of cc/cc facility/ies (hereinafter referred

to as "the said loan") to the Borrower on terms and conditions and securities incorporated in the Bank's sanction letter bearing No. 688 dated 18/01/16

addressed to the Borrower,

AND WHEREAS in consideration of the said loan/cash credit the Borrower has created/agreed to create the following securities in favour of the Bank.

a) Hypothecation of plant and machinery, furniture and fixtures (hereinafter referred to as "The said Assets") :

b) Mortgage of the Gala / Unit / Flat / Shop bearing No. _____ situate at land 2 bldg. at S.No. 31 Cold No. 29) at Nagasandra Village 8th Mile, Tumkur Road, Bangalore - 560673.

(hereinafter referred to as the said property) which is owned by

M/s Praester Distilleries Pvt. Ltd.

(hereinafter referred to as the said mortgagor).

AND WHEREAS IN consideration of the Bank having agreed to grant/granted the said Loan/Cash Credit to the Borrower, the Borrower hereby agrees, undertakes, confirms and declares to the Bank as follows :

1. The Borrower confirms and accepts the terms and conditions mentioned in the Bank's Sanction Letter No. 688 dated 18/01/16 and agrees and covenants with the Bank to abide by the said terms and conditions and also those which may be stipulated by the Bank from time to time and notified to the Borrower.
2. The Borrower hereby warrants the correctness of each and every statement and particulars contained in the Application for loan / cash credit / the proposal for loan / cash / credit facility dated _____ made by the Borrower to the Bank and is aware that relying upon the representation made by him / them, the bank has sanctioned the said Loan / cash Credit facility to the Borrower.

3. The Borrower agrees that the said Loan/Cash Credit facility shall be governed by the

Praester Distilleries Pvt. Ltd.

Director/Authorised Signatory

terms and conditions set forth in the Bank's aforesaid sanction letter dated 18/01/16 and also those which are contained herein as those which are embodied in the security documents executed / to be executed by the Borrower from time to time in favour of the Bank in connection with the said Loan/Cash Credit facility except in so far as the said documents may expressly or by necessary implication be modified by these presents.

4. The Borrower expressly agrees and declares that the said Loan/Cash Credit shall be utilised exclusively for the purpose of business and the Borrower is prohibited from using the said Loan/Cash Credit or any part thereof for any other purpose and in case the Bank apprehends or has reason to believe that the Borrower has violated or is violating any of the terms and conditions, stipulations, liabilities and obligations arising out of all and/or any security documents executed by the Borrower in favour of the Bank, the Bank shall have the right to demand repayment of the entire Loan/Cash Credit amount or any part thereof at once notwithstanding anything to the contrary contained in these presents or any other security documents executed/to be executed by the Borrower in favour of the Bank.

5. The Borrower shall pay interest to the Bank on the said Loan/Cash Credit at the rate of 10.75 % per annum or at such other rate as may be fixed by the Bank from time to time and notified to the Borrower interest being payable with monthly / quarterly / half yearly rests PROVIDED further that the Borrower shall pay compound interest at the rate aforesaid, and shall also pay Penal Interest at the rate of 2% above the aforesaid rate in default of payment of any instalment of the said Loan/Cash Credit or payment of interest due thereon on the dates fixed for payment thereof.

6. The Borrower shall repay the said loan of Rs. _____ to the Bank on demand and if not demanded earlier on or before _____; in the manner hereinafter mentioned:


i) By _____ monthly / quarterly instalments of Rs. _____ (Rupees) _____ only each, exclusive of interest;

ii) By _____ monthly / quarterly instalments of Rs. _____ (Rupees) _____ only each, exclusive of interest;

iii) By _____ monthly / quarterly instalments of Rs. _____ (Rupees) _____ only each, exclusive of interest;

AND

iv) By _____ monthly / quarterly instalments of Rs. _____ (Rupees) _____ only) each, exclusive of interest, the first monthly / quarterly instalment payable on the _____ day of _____ and subsequent instalments payable on or before the tenth day of every month/quarter thereafter, PROVIDED THAT the whole of the principal amount of the said Loan shall be repaid by the Borrower to the Bank on demand and if not demanded earlier on or before _____ with a moratorium period of _____ months from the date of First disbursement of the said Loan / Cash Credit.


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7. That in pursuance of this agreement and in consideration of the covenant by the Bank to grant to the Borrower, in pursuance of the request made by the Borrower, Financial Accommodation by way of Cash Credit / Accommodation upto a drawing limit of Rs. 4000.00 lacs (Rupees Forty Crores only) the Borrower do and each of them doth hereby covenant with the Bank that the Borrower will pay to the Bank the said sum of Rs. 4000.00 lacs (Rupees Forty Crores only) or so much thereof as will be actually due by the Borrower to the bank at the foot of the Cash Credit Account on demand subject to review every year from the date of These Presents which expression shall also mean the date on which the amount hereby secured becomes due and payable under or by virtue of any of the terms of These Presents irrespective of whether the date has expired or not.
8. The Borrower do hereby jointly and severally covenant with the Bank to repay to the Bank the said sum of Rs. 4000.00 Lacs Rupees Forty Crores only) or the balance that may be due at the foot of the said Cash Credit Account on demand subject to review every year from the date of These Presents. PROVIDED THAT the principal amount with interest shall be repaid by the Borrower on demand TOGETHER WITH the interest on the said sum of Rs. 4000.00 Lacs Rupees Forty Crores only) or the balance remaining unpaid for the time being at the rate of 10.75% per annum or at such other rate as may be fixed by the Bank from time to time payable with monthly rests every year.
9. The Borrower shall during the currency of the said Loan/Cash Credit and continuance of the security always keep the following margin of securities :
- i) _____ against Land and Building / Shop / Gaia Unit / Flat.
 - ii) _____ against Plant and Machinery.
 - iii) _____ against _____
- or such other percentage of margin as may be fixed by the Bank from time to time and notified to the Borrower.
10. If the market value of the said property depreciates in the opinion of the valuers or assessors appointed in the manner hereinafter mentioned by such percentage of its present value as the Bank may from time to time decide and if further security to the satisfaction of the Bank is not given to the Bank then and in such case the Borrower shall within a period of three months from the date of witten notice to that effect being given by the Bank reduce his / her / their indebtedness to the Bank to an amount which shall bear the same proportion to the then reduced market value of the said property as the Loan / Cash Credit hereby secured bears to the present market value of the said property PROVIDED THAT for the purpose of this sub-clause the Bank shall have the right at any time to engage Competent Valuers or Assessors at the expense of the Borrower and the Valuation which such Valuers or Assessors may make in respect of the said property shall be final and conclusively binding upon the Borrower.

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11. The Borrower declares that the said property belongs to the Borrower / The Mortgager absolutely and that the Borrower / The Mortgager shall not create any mortgage charge or encumbrance over the same or part with possession of the said property during the period of the Borrower remains indebted to the Bank without obtaining the prior permission of the Bank in writing. The intention being that the said property shall always remain free from encumbrances.
12. The Borrower agrees not to let out or give on leave and licence or part with possession of any portion of the said property to any one without the prior written permission of the Bank as long as the said loan/cash credit is outstanding.
13. The Borrower hereby confirms, declares that the Borrower / mortgagor has deposited/has agreed to deposit the original Title Deeds of the said property with the Bank at its SM E Paik Branch on _____ with an intent to create an equitable mortgage i.e mortgage by deposit of title deeds simple deposit of title deeds over the said property in favour of the bank as security for the due repayment of said Loan / Cash Credit facility with interest and all other costs charges and expenses payable thereon but also in any other account or accounts of myself or of the company or of the firm or of the Partners or of any one or more of us and whether singly or jointly with another or others and whether at SM E branch or any other branch or office of the Bank and also for the due observance, performance and discharge by me/us/the firm and/or its Partners or any one or more of us/the company of any obligation to the Bank which may give rise to the pecuniary liabilities.
14. The Borrower shall execute by ways of security First legal mortgage in English form in favour of the Bank of the said property within 14 days of the issue to the Borrower of a written requisition from the Bank calling upon the Borrower to execute such legal mortgage in English Form to secure the payment of all the moneys which are/or to become due from the Borrower to the Bank in respect of the said / Cash Credit or on any account whatsoever.
15. The Borrower hereby irrevocably authorises the Bank to create, execute and get registered in favour of the Bank itself at the cost of the Borrower as to stamp duty, registration and solicitor's charges etc. a legal mortgage of the said property in English Form on the Borrower failing to do so within a period of 14 days of the issue to the Borrower of the written requisition by the Bank in that behalf for which the Borrower has executed/agreed to execute a separate Power of Attorney in favour of the Bank for more effectively carrying out the purpose herein. Provided further that all the expenses so incurred by the Bank towards Stamp duty, Registration, Solicitor's charges in getting the Legal Mortgage Deed executed and Registered in favour of itself shall together with interest at the rate of 10.75 % p.a., until repayment by the Borrower, be a charge on the said property.
16. The Borrower shall at all times during the continuance of these presents and security hereby created pay all the government revenue, ground rent, rates and taxes, assessments, duties, dues, society charges present as well as future and all dues, duties and outgoings payable to the Builders/ Developers/Co-operative Society/Municipal Authorities and/or any other Government Authorities in respect of the said property immediately when the same shall have become due.
17. The Borrower with at all times during the continuance of these presents and security hereby created keep the said property and every part thereof in good and substantial state or repair and working order and will also keep the same insured in the joint names of the Borrower and the Bank

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and payable to the Bank against the loss or damage by fire, flood, earthquake, cyclone, typhoon, hurricane, lightning explosion and other acts of God as also by riot or other civil commotions or revolutions as also by acts of enemies during war or other risks of war or such of the aforesaid risks as may from time to time be required by the Bank to be insured against in its full value (to be determined in writing by the Bank at its sole discretion) in some Insurance Office or Offices of repute to be approved in writing by the Bank as aforesaid and the borrower shall pay all premia for renewal of such insurance or insurances one week before the same shall become due and shall deliver to and leave with the Bank all policies of such Insurances and all moneys to be received by the Bank under such policies shall be upon trust for better securing to the Bank the payment of all moneys hereby secured and subject thereto in trust for the Borrower.

18. In case the Borrower shall neglect to keep the said property or any part thereof in good and substantial repair and working order or to pay the ground rents, taxes and all outgoing dues and duties as aforesaid or to effect note or keep up such insurance or insurances as aforesaid and pay the renewal premia therefor in the manner aforesaid then and so often as the same shall happen, it shall be lawful for but not obligatory upon the Bank to repair and keep in good and substantial repair and working order the said property or any part thereof and pay any such ground rents, taxes, assessments, outgoing dues and duties and to insure and keep the said property insured in its full value or any less sum and for such time as the Bank shall think proper and to pay the renewal premia therefor and all moneys expended by the Bank in so doing shall on demand be repaid forthwith by the Borrower with interest at the rate aforesaid from the time to time of the same respectively having been expended and until such repayment the same shall, together with interest at the rate of 10.75 % p. a., be a charge upon the said property and shall not do or suffer to be done any act or commit or allow to be committed any default whereby any such insurance shall be rendered void or voidable or any increased premium become payable therefor and further that all sums of money received under or by virtue of any such insurance or insurances as aforesaid shall at the option of the Bank either be applied forthwith to the extent of the money received in/or towards substantially rebuilding and reinstating the said property or any part thereof or in/or towards the payment of the said principal sum and interest and all other moneys for the time being remaining due on the security of these presents.

19. (This clause is applicable only in case of Mortgage of Property by a person other than Borrower to be deleted if not applicable.)

The Borrower confirms that MR./MRS./M/S. (Name & Address)

M/S Tracstar Distilleries P. Ltd.

(hereinafter referred to within clause as the mortgagor) has mortgaged his/her/their property situate at

land Bldg. at S.No.31 (old No.29)
at Nagasandra Village, 8th Mile
Turndkar Road Bangalore - 56.0073

in consideration of the said loans granted/to be granted by the Bank to the Borrower.

S/ Trecstar Distilleries Pvt. Ltd.

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20. The Borrower assures the Bank that the Borrower shall ensure that the mortgagor _____ shall abide by the conditions mentioned in Clause No. 11 to 18 herein above as if term Borrower has been replaced by the term Mortgagor in the said clauses.
21. The Borrower further assures and undertakes to the Bank that in case of breach of any condition by the Mortgager, the Borrower on his/her/their own shall forthwith either replace the said mortgage security or repay the said loan of the Bank as may be directed by the Bank.
22. The Borrower shall furnish and verify all statements, accounts, reports, returns, documents, certificates and information and shall also execute all documents and do all acts and things which the Bank may require to give effect hereto.
23. The Bank shall have a right and the Borrower shall permit the Bank, its servants, agents from time to time and at all reasonable times to enter into and upon to said property and to inspect the same by an official of the Bank or technical expert and if upon such inspection it appears to the Bank that the said property or any part thereof requires repairs or reconstruction/rebuilding the Bank shall give notice thereof to the Borrower calling upon the Borrower to repair or reconstruct / rebuild the same within a period of ONE months/days and upon the failure of the Borrower to do so within ONE months/days from the date of such notice it shall be lawful but not obligatory upon the Bank to reconstruct/rebuild or repair the same cost and at the expenses in all respects of the Borrower and such expenses together with the said rate of interest of 10.75 % p.a. shall until repayment be a charge on the said property.
24. The Borrower shall maintain proper and adequate Books and Records to reflect the Borrowers Financial position and scope of operations correctly and completely and arrange to give inspection of the Books of Accounts of the Borrowers and submit such information and at such times and with such intervals as may be required by the Bank.
25. The Borrower hereby agrees to execute a proper Power of Attorney appointing the Bank as its/his/her/their Attorney for and on behalf of and in the name of the Borrower to do whatever the Borrower may be required to do hereunder.
26. The Borrower shall not during the continuance of this loan without the the written consent of the Bank :
- a) charge or in any way alter the capital structure of the borrower;
 - b) effect any scheme of amalgamation or reconstruction;
 - c) implement a new scheme of expansion or take up an allied line of business or manufacture;
 - d) enlarge the scope of the other trading activities if any, undertaken at the time of the application and notified to the Bank as such ;
 - e) declare a dividend or distribute profits after deduction of taxes, except where the instalments of principal and interest payable to the Bank are being paid regularly;
 - f) Withdraw or allow to be withdrawn during the currency of the loan any moneys brought in by the Borrower/Proprietors/Proprietress/Partners/Directors;
 - g) invest any funds by way of deposits, or loans or in share capital of any other concern so long as any money is due to the Bank;

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- h) borrow or obtain credit facilities of any description from any other Bank or credit agency or money lenders or enter into any hire purchase arrangement;
- i) appoint sole selling agents.

27. Notwithstanding, anything herein contained the whole of the loan/cash credit shall become forthwith due and payable by the Borrower to the Bank upon the happening of any of following events, namely;

- a) any instalment of the principal remaining unpaid for a period of 100 months after the due date for payment thereof has expired;
- b) any interest remaining unpaid and in arrears for space of one months after the same shall have become due whether demanded or not;
- c) the Borrower committing any breach or default in the performance or observance of any of the covenants contained in these presents and/or the Borrower's proposal or of any other term or condition relating to the loan;
- d) the Borrower entering into any arrangement or composition with the Borrower's creditors or committing any act of insolvency;
- e) any execution or distress being enforced or levied against the whole or any part of the Borrower's property;
- f) if proceedings for taking the borrower into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction) has begun;
- g) when the Borrower is a firm and any of its partners being adjudicated insolvent debtors;
- h) a Receiver being appointed in respect of the whole or any part of the property or undertakings of the Borrower;
- i) the Borrower ceasing or threatening to cease, to carry on its/his/her/their business;
- j) the occurrence of any event or circumstances which in the opinion of the Bank prejudicially or adversely affects or is likely to affect prejudicially or adversely in any manner the capacity of the Borrower to repay the loan.

On the question whether any of the above events has happened, the decision of the Bank shall be conclusive and binding on the Borrower.

Provided always that the Bank may in its discretion refrain from enforcing its rights forthwith under this security in spite of the happening of any of the contingencies aforesaid.

28. The Bank shall have power to appoint in writing a Receiver of the said property to receive the rents, profits and income thereof under the provisions of Section 69-A of the Transfer of Property Act and in that event shall be at liberty and entitled to appoint any Manager of the Bank's branch or any other Officer/s of the Bank as such Receiver by a writing signed by the General Manager and Secretary of the Bank or any other person authorised by the Bank on its behalf and all the powers, provisions and trusts contained in the said Section 69A of the said Transfer of Property Act shall apply to the Receiver appointed by the Bank.

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29. If the borrower fails to pay the Bank's dues within the stipulated time and/or the account of borrower becomes non-performing asset as per the extent provisions of Reserve Bank of India, the Bank reserves the right to publish the name and addresses of the borrower alongwith the details of outstanding dues payable by such borrower to the Bank as well as other relevant details in the newspapers or by means of any other publicity media.

30. Nothing herein contained shall prejudice any rights or remedies of the Bank in respect of any other present or future security, guarantee, obligation or decree for any indebtedness or liability of the Borrower to the Bank.

31. All disputes arising between the parties regarding interpretation of other terms under this agreement, shall be referred to a sole arbitrator who could be appointed by the Bank, under the provisions of Arbitration and conciliation Act, 1996.

32. The arbitration shall be subject to the Laws of India. However, during the pendency of dispute, the borrower shall not stop making repayment of the loan hereby granted / agreed to be granted."

The Borrower/s, Gaurantor/s hereby expressly authorizes and permit the Bank to transmit, provide, exchange, share or part with all the information relating to Banking transaction / financial accommodation granted by the Bank to the Borrower, to other Banks, Financial Institutions, Credit Bureaus / Agencies, Statutory Bodies, Affiliates of the Banks Or as may be directed by Reserve Bank of India Or any Regulatory Authority from time to time. The Borrower confirms that such discloser/s by the Bank shall not be construed as breach of Bank's liability to main secrecy towards the Borrower / Gaurantor and the Borrower / Gaurantor shall not hold the Bank liable for such disclosures in any manner whatsoever.

IN WITNESS WHEREOF the Borrower has hereunto affixed his/her/their hands and seal, at Mumbai on the day and the year first hereinabove written.

Signature of the Borrower

RLS

Trecstar Distilleries Pvt. Ltd.
Director/Authorised Signatory

Handwritten signature: RLS
Handwritten signature: RLS
Handwritten signature: RLS
Handwritten signature: RLS