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

Bank/Branch: PNB/OPERA HOUSE (67)
 Pmt Trn id : 261120M34521
 Pmt DtTime : 26-11-2020@11:01:53
 ChallanIdNo: 03006172020112550476
 District : 7101/MUMBAI

Stationery No **6300247826664**
 Print DtTime: 27-11-2020@11:50:29
 GRAS GRN : MH0074648262020218
 Office Name : IGR182/BOM1_MUMBAI CITY 1

Stduty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS
 Stduty Amt : R 4,00,000/- (Rs Four, Zero Zero, Zero Zero only)

RgnFee Schm:
 RgnFee Amt :

Article : 5(h) (A) (iv)/Agreement creation right and having monetary value
 Prop Mvblty: N.A
 Prop Descr : 394 C, LAMINGTON, CHAMBER, LAMINGTON ROADMUMBAI, Maharashtra

Duty Payer: (PAN-AAACY3846K) ALLIED BLENDEES AND DISTILLERS PVT LTD
 Other Party: (PAN-AADCI6523Q) IDFC FIRST BANK LTD

Bank official1 Name & Signature

Bank official2 Name & Signature

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

THIS STAMP PAPER IS PART OF MASTER FACILITY
 AGREEMENT DATED 27/NOVEMBER/2020, EXECUTED
 BETWEEN ALLIED BLENDEES & DISTILLERS PVT LTD AND
 IDFC FIRST BANK LTD.

For IDFC FIRST Bank Ltd.

For ALLIED BLENDEES AND DISTILLERS PVT. LTD.

Director/Authorised Signatory



10/10/10



महाराष्ट्र MAHARASHTRA

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XG 541711

प्रमाण संकेतक कोडालेख: सुभा
संख्या दि.सं. ८००००२०
- 3 NOV 2020
संयोजक अधिकारी

श्री. टी. डी. शर्मा

THIS STAMP PAPER IS PART OF MASTER FACILITY AGREEMENT
DATED 27/NOVEMBER/2020 EXECUTED BETWEEN ALLIED
BLENDERS & DISTILLERS PVT LTD AND IDFC FIRST BANK LTD.

FOR IDFC FIRST Bank Ltd.

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26 NOV 2020

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महाराष्ट्र MAHARASHTRA

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पुस्तक प्रकाशक कार्यालय, मुंबई
प.मू. क्र.क. ६००००२०
- 3 NOV 2020
व्यक्ति अभिप्रेत

THIS STAMP PAPER IS PART OF MASTER FACTORY
AGREEMENT DATED 27/ NOVEMBER / 2020, EXECUTED
BETWEEN ALLIED BLENDERS & DISTILLERS PVT LTD
AND IDFC FIRST BANK LTD

For IDFC FIRST Bank Ltd.

Pradyumn Singh

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Authorized Signatory

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अध्याय-1 Annexure - 1

बचत अधिनियमकेवल Only for Affidavit

2020

गुजरात बचत बैंक लिमिटेड का राजकोट शाखा का 400-004

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5 NOV 2020



महाराष्ट्र MAHARASHTRA

● 2020 ●

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भारतीय स्ट्याम्प कार्यालय, मुंबई
मूल्य क्र. ६००००२०
- 3 NOV 2020
उत्सव अधिकारी

श्री. सी. टी. आंबेकर

THIS STAMP PAPER IS PART OF MASTER FACILITY AGREEMENT
DATED 27 NOVEMBER 2020 EXECUTED BETWEEN ALLIED
BLENDEERS I DISTILLERS PVT LTD AND IDFC FIRST BANK LTD

FOR IDFC FIRST Bank Ltd.

(Signature)

(Handwritten mark)



महाराष्ट्र MAHARASHTRA

● 2020 ●

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महाराष्ट्र मुद्रांक कार्यालय, मुंबई
मू. क्र. ६००००२०
- 3 NOV 2020
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THIS STAMP PAPER IS PART OF MASTER FACILITY AGREEMENT
DATED 27 NOVEMBER 2020 EXECUTED BETWEEN AWED
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IOFC FIRST Bank Ltd.
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भारतीय रिजर्व बँक, मुंबई
पत्र क्र. रि. १०. ६००००२०
- 3 NOV 2020
मुद्रण अधिकारी

१०० रुपये

THIS STAMP PAPER IS PART OF MASTER FACILITY AGREEMENT
DATED 27 NOVEMBER 2020 EVLOWED BETWEEN ALLIED
RENDERERS & SUPPLIERS PVT LTD AND IOFC FIRST BANK LTD.

For IOFC FIRST Bank Ltd.

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IOFC FIRST Bank Ltd.

शुद्धी - 1 Annexure - 1

सूची संशोधनकर्ता Only for AMDAVH

सूची संशोधनकर्ता का

सूची संशोधनकर्ता का नाम

सूची संशोधनकर्ता का पता

सूची संशोधनकर्ता का जन्म तिथि

सूची संशोधनकर्ता का पेशे

सूची संशोधनकर्ता का शिक्षण स्तर

सूची संशोधनकर्ता का अनुभव

सूची संशोधनकर्ता का अन्य विवरण

सूची संशोधनकर्ता का संपर्क नंबर

सूची संशोधनकर्ता का ईमेल पता

AMDAVH
26 NOV 2020
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सूची संशोधनकर्ता का नाम

26 NOV 2020

MASTER FACILITY AGREEMENT

THIS MASTER FACILITY AGREEMENT is made and executed on the date and at the place mentioned in Schedule I annexed hereto between the person(s) named in Schedule I hereof ("the Borrower") of the ONE PART.

AND

IDFC FIRST BANK LIMITED, a company registered under the Companies Act, 2013 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its registered office at KRM Tower, 7th Floor, No.1 Harrington Road, Chetpet, Chennai 600 031 and amongst others, a branch at the place specified in Schedule I hereof (hereinafter referred to as "the Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the OTHER PART.

WHEREAS at the request of the Borrower, the Bank has sanctioned/agreed to sanction, from time to time, Facilities in terms of the Sanction Letter and upon the terms and conditions set out hereunder.

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Borrower and the Bank agree as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 In this Agreement, unless the context otherwise requires, the following terms wherever used shall have the following meanings:

"Agreement" shall mean this master facility agreement and the Sanction Letter and includes the Schedules as amended from time to time, and forming part of this Agreement.

"Affiliate" in relation to the Borrower means the Holding Company and Subsidiary Company of the Borrower.

"Business Day" shall mean a day other than a public holiday on which the Branch where payment is to be made in relation to the Facilities is open for business.

"Due Date" shall mean the date(s) on which any amounts in respect of the Facilities including principal, interest or any other monies becomes due and payable in terms of this Agreement and/or the other Transaction Documents.

"Event of Default" shall have the meaning assigned to it in Clause 11 of this Agreement.

"Facilities" shall mean the facilities as specified in the Sanction Letter.

"Holding Company" shall have the meaning prescribed to it under the Companies Act, 2013, as amended from time to time.

"Law" shall mean and includes all statutes, enactments, acts of legislature, laws, ordinances, rules, bye-laws, regulations, licenses, notifications, guidelines, policies, directions, directives and orders of any Government, RBI, statutory authority, court, tribunal, board or recognized stock exchange.

"Limits" shall mean the amount up to which the Borrower can draw under the respective Facilities.

"Material Adverse Effect" shall mean the consequence of any event or circumstance which in the sole opinion of the Bank is or is likely to be: (i) adverse to the ability of the Borrower or its Affiliates to perform or comply with its obligations under this Agreement and/or the other Transaction Documents; or (ii) prejudicial to the businesses, operations or financial condition, properties, assets or prospects of the Borrower or its Affiliates.

"Potential Event of Default" shall mean an event which with the giving of notice (if required under the terms of Transaction Documents), lapse of time, determination of materiality, or fulfilment of any other applicable condition or any combination of the foregoing or otherwise, would constitute an Event of Default.

"Product Schedules" means, as the context may require, any or each of the Schedules after Schedule I, which contain additional terms and conditions in relation to specific Limits.

"Sanction Letter" shall mean the sanction letter(s) issued by the Bank to the Borrower in connection with the Facilities and would include any amendments thereto, from time to time by issue of letters in writing by the Bank.

"Schedules" shall mean schedules attached to this Agreement, including the Product Schedule(s).

"Subsidiary Company" shall have the meaning prescribed to it under the Companies Act, 2013, as amended from time to time.

"Transaction Documents" include this Agreement, and all other agreements, instruments, undertakings, indentures, deeds, writings, guarantees, letters of comfort and other documents (whether financing or otherwise) executed or entered into, or to be executed or entered into, by the Borrower or as the case may be, any other person, in relation, or pertaining, to the transactions contemplated by, or under this Agreement and/or the other Transaction Document, and each such Transaction Document as amended from time to time, in this Agreement, unless the contrary intention appears:

- 1.2 (a) A reference to:
an agreement, document, undertaking or deed in writing includes all amendments made thereto from time to time as also all schedules, annexures and appendices thereto.
- "Indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent

- (b) the singular includes the plural (and vice versa).
- (c) in the event of any disagreement or dispute between the Bank and the Borrower regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Borrower.

- (d) (i) all capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the relevant Schedule(s) or Sanction Letter; (ii) all capitalised terms used but not specifically defined in a Schedule or Sanction Letter shall have the respective meanings ascribed to them in the main body of this Agreement or in the other relevant Schedule(s).

- (e) The Sanction Letter shall be construed as forming integral part of this Agreement. In case of inconsistency between any provision of the main body of the Agreement (including the Schedules) and the Sanction Letter, to the extent of such inconsistency, the provisions of the Sanction Letter shall prevail.

2. AMOUNT AND TERMS OF FACILITY

- (a) Subject to the terms of the Transaction Documents, the Bank may extend to the Borrower all or some of the Facilities, for sums not exceeding the overall Limit, as specified in the Sanction Letter.

- (b) The Bank shall be entitled to vary at its discretion or at the request of the Borrower, the respective Limits of the Facilities (i.e. increase / decrease or renew) sanctioned to the Borrower, the Margin (if any) and also the overall Limit.

3. DRAWDOWN

- (a) Unless otherwise agreed to by the Bank, the Borrower may draw the Facilities only during the availability period in one or more tranches and shall be utilized by the Borrower exclusively for the purpose mentioned in the Sanction Letter ("Purpose").

- (b) In the event any monies are remaining due and payable by the Borrower to the Bank, whether under this Agreement or other Transaction Documents or otherwise, the Bank may, at its sole discretion, reduce the overall Limits and / or adjust such monies against the respective Limits and all such adjustments shall be treated as

drawals by the Borrower.

- (c) The Bank may in its discretion or at the request of the Borrower, renew or continue the Facilities or any part thereof for such period and in such terms and in such event all terms as applicable for such Facilities shall *mutatis mutandis* apply for the rollover/extended portion of the Facilities.
- (d) The Bank may, at its discretion, allow drawings beyond the drawing power, by way of temporary facilities for such period as is permitted by the Bank. The Bank reserves its right to suspend such excess drawings without any notice to the Borrower. The Borrower shall repay all such excess drawings on demand unless otherwise specified by the Bank. Till repayment of such excess drawings, the excess drawn amounts shall carry interest at the rate of Revised Applicable Rate of Interest as stipulated in the Sanction Letter, unless a higher rate has been stipulated by the Bank. All the provisions of the Transaction Documents will extend to cover such excess drawings.

4. INTEREST / COMMISSION / OTHER CHARGES ETC.

- (a) The Borrower shall pay to the Bank interest at Applicable Rate of Interest and/or Applicable Rate of Commission on all outstanding amounts under the Facilities (on fund based/non-fund based facilities, as the case may be) together with all other charges, including prepayment charges, processing fee, documentation charges, cancellation charges and other fee/c charges, as is stipulated in the Sanction Letter. The interest rate and commission is subject to variation in consonance with RBI directions, statutory and regulatory requirements, any increase / variation in the un-hedged foreign currency exposure of the Borrower, conditions of money market, availability of loanable funds, internal policy of the Bank, etc..

- (b) The Borrower irrevocably acknowledges that any occurrence of breach of terms and conditions of the Transaction Documents shall be deemed to require reassessment of initial credit parameters of the Borrower and as a consequence thereof, the Borrower shall, without demur/protest be liable to pay to the Bank, Revised Applicable Rate of Interest (in lieu of the Applicable Rate of Interest) and/or Revised Applicable Commission (in lieu of Applicable Rate of Commission), as may be applicable, from the date of happening/non-happening of the relevant conditions till such conditions are complied with to the satisfaction of the Bank.

- (c) The Borrower shall bear all taxes in connection with the Transaction Documents. In the event of the Borrower failing to pay such taxes, the Bank shall be at liberty (but shall not be obliged) to pay the same. The Borrower shall reimburse all sums paid by the Bank in accordance with the provisions contained herein. All payments by the Borrower under the Transaction Documents shall be made free and clear of and without any deduction of tax or levy, except as required under the Law. Any taxes or levy so deducted by the Borrower shall be paid within the statutory time frame AND thereafter within 7 (seven) days of depositing such payment or as provided under Law, whichever is earlier, deliver to the Bank satisfactory evidence that the tax or levy so deducted at source has been duly remitted to the appropriate authority.

- (d) The Borrower acknowledges and agrees that the rates of interest/commission payable by it under the provisions of this Agreement are reasonable and that they represent genuine pre-estimates of the loss expected to be incurred by the Bank in the event of non-payment of any monies by the Borrower.

5. COMPUTATION OF INTEREST, COMMISSION AND OTHER CHARGES

- (a) All interest, all commissions, discount and all other charges shall accrue from day to day and when debited to the relevant account shall be calculated on the daily debit balance of such account and which shall be computed on the basis of 365 days a year and the actual number of days elapsed.

- (b) The interest and commission on the Facilities will be charged to the respective account, unless specified otherwise, on a monthly basis (and in case of closure of individual Facility account on the day of such closure) and payable by the Borrower.

6. REPAYMENT

- (a) If the Due Date in respect of any amounts payable under the Facilities falls on a day which is not a Business Day at the place where the payment is to be made, the

immediately preceding Business Day shall be the Due Date for such payment.

- (b) The Borrower shall reimburse all sums paid and/or expenses incurred by the Bank (including by or on behalf of their representatives / consultants / appraiser) in relation to the Facilities immediately. All such sums shall carry interest from the date of payment till such reimbursement at the Applicable Rate of interest or such other rate as may be stipulated by the Bank and the Borrower hereby authorizes the Bank to debit any of its account for the aforesaid charged together with interest.
- (c) The Borrower agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other Law, or any terms and conditions to the contrary contained in this Agreement, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower under this Agreement or otherwise, towards the dues payable by the Borrower to the Bank under this Agreement and/or other agreements entered into between the Borrower and the Bank and in any manner whatsoever.
- (d) Credit for all payments, including by cheque/bank draft will be given only on realization or on the relative Due Date, whichever is later.
- (e) Unless otherwise agreed, the Borrower shall not, without the approval of the Bank (which approval may be given subject to such terms and conditions as may be stipulated by the Bank including payment of premium and/or any other charges, plus applicable interest tax or other statutory levy), prepay all the outstanding amounts of the fund based facilities in full or in part, before the Due Dates.

7. REPRESENTATIONS AND WARRANTIES

- (a) The Borrower hereby represents, warrants, assures and confirms as applicable to it, that:
 - (i) the Borrower has the power and authority to execute, deliver and perform the terms of the Agreement and the same does not conflict with any Law, constitutional document, any other documents to which the Borrower is a party;
 - (ii) all accounts and financial statements furnished by the Borrower to the Bank have been prepared in accordance with accounting standards and practices in force in India and present true and fair financial position of the Borrower;
 - (iii) none of the Borrower and its subsidiaries, Affiliates, promoters, directors, partners, proprietor, karta (including other HUF members) and trustee (as applicable) are in default or been included in any list of defaulters or have committed breach of any agreement with any person who has provided loans or deposits or advances or guarantees or other financial facilities to the Borrower or any regulatory or statutory authority;
 - (iv) no event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on the Borrower or its Affiliates or to which its assets are subject, which might have a Material Adverse Effect;
 - (v) all statutory dues and taxes have been paid (save and except as disclosed in writing to the Bank) and there are no claims presently existing or anticipated;
 - (vi) there is no pending or threatened scenario for winding up/insolvency, a scheme or arrangement or reconstruction or reconstitution of any kind nor any scenario for appointment of receiver (or similar person);
 - (vii) the information furnished by the Borrower to the Bank in connection with or for obtaining the Facilities is true, complete and correct and not misleading in any material respect;
- (viii) neither the Borrower, nor any person acting on its behalf, has been

engaged in (i) corrupt practices, fraudulent practices, collusive practices or coercive practices in connection with the Borrower's business and operations, (ii) money laundering or acted in breach of any Laws relating to money laundering; or (iii) the financing of terrorism;

(ix) the Facilities are not being availed for any activities relating to producing or consuming Ozone Depleting Substances, in terms of Montreal Protocol to which government of India is a part;

(x) except to the extent disclosed to the Bank: (i) all the Borrower's contracts or agreements with, or any commitments to, any Affiliates or group companies (if applicable) are on arms' length basis; (ii) (a) where the Borrower is an individual, he/she is not a director or specified near relation of a director of a banking company; (b) where the Borrower is a partnership firm/HUF, none of the partners or members of the HUF is a director or specified near relation of a director of a banking company; and (c) where the Borrower is a joint stock company, none of its directors, is a director or specified near relation of a director of a banking company; (iii) (a) where the Borrower is an individual, that he/she is not a specified near relation to any senior officer of the Bank, (b) where the Borrower is a partnership firm/ HUF, none of the partners or members of the HUF, is a specified near relation of any senior officer of the Bank, and (c) where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior officer of the Bank;

(xi) no director of the Bank is a director, manager, managing agent, employee, or guarantor of the Borrower, or of a subsidiary of the Borrower or of the holding company of the Borrower or holds substantial interest in the Borrower or a subsidiary or the holding company of the Borrower and no directors of any other bank holds substantial interest or is interested as director or as a guarantor of the Borrower.

(xii) that neither the Borrower nor any other person benefiting in any capacity in connection with or from this Agreement and/or any instruments and/or payments thereunder is a Specially Designated National (SDN) and/or otherwise sanctioned, under the sanctions promulgated/issued by India and/or any other country from time to time (collectively, the "Sanctions"). This representation will continue to remain valid till the repayment of all amounts under this Agreement and conclusion of the underlying transaction pursuant to the Agreement.

(xiii) all consent, authorization, approval or the like, or license or registration required under Law or granted by any competent authority or regulatory body are maintained throughout the currency of the Facility.

(b) The Borrower will be deemed to have renewed each of these representation and warranties every time it avails the Facilities under this Agreement and the same shall survive until the Facilities has been repaid in full.

8. CONDITIONS PRECEDENT TO DISBURSEMENT

The Bank shall not be obliged to disburse the Facilities unless and until, the Borrower shall have complied with the disbursement conditions stipulated in the Sanction Letter and/or such other conditions as may be stipulated by the Bank from time to time.

9. COVENANTS AND UNDERTAKINGS OF THE BORROWER

The Borrower undertakes and covenants with the Bank, so long as the Facilities or any part thereof are outstanding, and until the full and final payment of all money owing hereunder as far as applicable to it, it shall:

(a) Positive Covenants

- (i) Conduct its business in compliance with all Laws.
- (ii) Notify the Bank about (a) event or circumstances which constitutes or results in any declarations, representations, warranty, covenants or condition under the Transaction Documents being or becoming incorrect

(b) litigation, arbitration or similar proceedings having a Material Adverse Effect (c) any insolvency/bankruptcy application being filed or threatened (d) action taken or threatened against assets of the Borrower (e) loss suffered due to act of god, within a period of two Business Days upon happening of the event or circumstances.

- (iii) Purchase and maintain appropriate insurance cover over the assets against all possible risks and intimate the Bank from time to time, details of insurance claims filed and amount received by the Borrower.
- (iv) Inform the Bank about any proposed action by the Borrower or action taken by any other person under any insolvency/bankruptcy laws.
- (v) File all relevant tax returns and pay all its taxes/duties promptly when due.
- (vi) Shall comply with such other conditions as may be stipulated by the Bank from time to time on account of requirement of any Law.
- (vii) Ensure all assets that are material to the conduct of its business are in good operating condition, subject to ordinary wear and tear.
- (viii) Ensure that the transactions entered into pursuant to the Transaction Documents do not violate any Sanctions, directly or through persons or entities subject to any Sanctions, which may pertain inter alia, to the purpose and/or end use of the Facility, goods manufactured in or originated from/through certain countries, shipment from/to/using certain countries, ports, vessels, liners and/or due to involvement of certain persons and entities.
- (ix) Indemnify and keep fully indemnified and hold harmless and save the Bank, its employees or agents against any claims, losses, or damages including litigation expenses whatsoever which may be brought, sustained or incurred by the Bank (and whether paid by the Bank or not) in connection with the Bank granting the Facility, without deducting tax and if required to deduction, the same shall be grossed up to the full amount.

(b) **Negative Covenants**

The Borrower covenants and undertakes that, so long as the Facilities or any part thereof are outstanding, and until full and final payment of all moneys owing hereunder, the Borrower shall not, without the prior written consent of the Bank:

- (i) Contract, create, incur, assume or suffer to exist any indebtedness, except as otherwise permitted under this Agreement or prepay any indebtedness;
- (ii) Not to change the composition of the partners if the Borrower is a partnership firm;
- (iii) Pay any commission to its promoters, directors, managers, partners or other persons for furnishing guarantees, counter guarantees or indemnities or for undertaking any other liability in connection with any incurred by the Borrower or in connection with any other obligation undertaken for or by the Borrower;
- (iv) In case, the Borrower is a body corporate, recognize or register any transfer of shares in the Borrower's capital made or to be made by the promoters and their associates except as may be permitted by the Bank;
- (v) The Borrower shall not induct on its board or analogous body a person, who has been identified as "Willful Defaulter" as per guidelines issued by RBI as director on the board of Borrower. If any director who is willful defaulter as per definition above referred is on the board of the Borrower or analogous body or becomes so while being director on the board of the Borrower or analogous body, the Borrower undertakes to get him removed from the board of the Borrower.

(c)

Information Covenants

The Borrower covenants and undertakes that, so long as the Facilities or any part thereof is outstanding, and until full and final payment of all moneys owing hereunder, the Borrower shall:

- (i) Deliver to the Bank: (a) copies of all documents issued by the Borrower to all its creditors (or any general class of them) at the same time as they are issued; (b) such information and records (financial or otherwise) about the Borrower's business, as may be required by the Bank from time to time (c) a certificate from the statutory auditor of the Borrower or independent chartered accountant that the proceeds of the Facility(ies) has been utilized for the Purpose as and when demanded by the Bank; (d) stock and book debt statement at such intervals as may be required by the Bank, from time to time
- (ii) Submit to the Bank the information etc. as envisaged under RBI circular No. DBOD.No.BP.BC.94 /08.12.001/2008-09 dated 8th December 2008, as amended/replaced from time to time.
- (iii) In the event the Borrower is a body corporate, the Borrower shall not without prior written permission of the Bank (i) buy back, cancel, retire, reduce, redeem, re-purchase, purchase or otherwise acquire any of its share capital now or hereafter outstanding, or set aside any funds for the foregoing purposes, or (ii) delist its shares

10.

RECORDS AND INSPECTION

The Borrower shall keep and maintain in accordance with good business practice and Laws, all statutory books, books of accounts, bank statements / pass books and other records of the Borrower and in particular, maintain records showing the operations and financial conditions of the Borrower and at all times, such records shall be open for inspection by the Bank and/or their authorised representatives and the Borrower shall if so required by the Bank, furnish to the Bank at such intervals as the Bank may request a schedule or copy of all the entries which shall have been made in the said registers. The registers shall clearly indicate which of the assets have been hypothecated / mortgaged / pledged or otherwise charged to the Bank or to any other person/entity.

11.

EVENTS OF DEFAULT AND CONSEQUENCES THEREOF

- (a) The occurrence of any one or more of the following events, shall constitute an Event of Default under this Agreement:
 - (i) The Borrower fails to pay/repay any monies in respect of the Facilities on the Due Dates, whether at stated maturity, by acceleration or otherwise;
 - (ii) Breach by the Borrower of any statement, representation, warranty, covenant or confirmation made herein or Borrower's proposal / application or in Transaction Documents or otherwise on the part of the Borrower/third party;
 - (iii) The Borrower suspends or ceases to carry on all or a material part of its business;
 - (iv) Any other event/material change which may have Material Adverse Effect ;
 - (v) The Borrower is in breach of any agreement with any person (including the Bank) who has provided loans, deposits, advances, guarantees or other financial facilities to the Borrower;
 - (vi) Any steps taken by the Borrower/guarantor/Affiliates under the insolvency or bankruptcy Law;
 - (vii) Filing of petitions as against the Borrower / guarantor / Affiliate, as applicable under the Law including bankruptcy or insolvency law or if the Borrower has taken or suffered to be taken any action for its reorganization or if a receiver has been appointed over all or any part of the assets of the

Borrower/the guarantor;

- (viii) If any attachment or distress or restraint has been levied on the Borrower's assets/ the guarantor or any order/certificate has been passed for recovery of dues and such order or judgment is not vacated, discharged or stayed for a period of 30 days, and such judgments or orders involve in the aggregate a liability which could have a Material Adverse Effect;
- (ix) Any legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending against the Borrower or its Affiliates and/or its promoters, directors, partners, proprietor, trustees, and karta (including other HUF members) (as applicable) in management of the Borrower or any of its assets which individually or in the aggregate would, if adversely determined, have a Material Adverse Effect;
- (x) The Borrower is unable or has admitted in writing its inability to pay any of its indebtedness as they mature or when due;
- (xi) Any consent, authorization, approval or the like, or license of or registration with or declaration to government or statutory or regulatory authority granted to or made by the Borrower is revoked or terminated and is not in full force and effect;
- (xii) The Borrower (if an individual) or any of the partners of the Borrower (if a firm) being adjudicated insolvent or taking advantage of Law for the relief of insolvent debtors;
- (xiii) The death, lunacy or other disability of the Borrower in case of the Borrower being an individual or death, lunacy or other disability of any of the partners in case if the Borrower is a partnership firm.
- (b) Upon occurrence of an Event of Default, the Bank shall be entitled, by a notice, to:
 - (i) declare the Facilities, together with accrued interest and other monies, to be immediately due and payable and upon such declaration, the same shall become immediately payable by the Borrower;
 - (ii) declare that all undisbursed portion of the Facilities shall stand cancelled, whereupon the same shall be cancelled;
 - (iii) exercise any or all rights and recourses available under the Agreement and any Transaction Documents;
 - (iv) demand that the Borrower to furnish cash collateral in respect all non-fund based Facilities availed by the Borrower but not devolved;
 - (v) demand that the Borrower to furnish unencumbered collateral (to the satisfaction of the Bank) as a security for the Facility;
 - (vi) exercise all other remedies as available under the Law.

12. DISCLOSURE

- (a) The Borrower agrees that in addition to any other rights enjoyed by the Bank, in the event of the Borrower committing any default, the Bank shall be entitled to disclose to the RBI or any other statutory or regulatory authority or to any other third person, the name/identity of the Borrower and/or its directors/partners/ trustees and the default committed. In case of default in payment of any of the indebtedness to the Bank, the Bank or the RBI will have an unqualified right to disclose or publish the name of the Borrower and/or its directors/partners/trustees as defaulters (including as wilful defaulters) in such manner and through such medium as the Bank and/or the RBI in their absolute discretion may deem fit. The Borrower further agrees that the Bank may, as it deems appropriate and necessary disclose and furnish to TransUnion CIBIL Limited (formerly known as Credit Information Bureau (India) Limited) ("CIBIL") and any other agency authorized in this behalf by RBI all or any of the following:

- (i) information and data relating to the Borrower;
 - (ii) the information or data relating to the Facilities availed of/to be availed, by the Borrower; and
 - (iii) the information and details of the default, if any, committed by the Borrower, in discharge of the indebtedness.
- (b) The Borrower agrees and undertakes that:
- (i) CIBIL and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
 - (ii) CIBIL and any other agency so authorized may furnish for consideration, the processed information and data or products thereof obtained by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.
- (c) The Bank may at the risk and cost of the Borrower engage one or more person(s) to verify any facts or information furnished by, concerning or pertaining to the Borrower and/or in relation to this Agreement and/or to collect the indebtedness and may furnish to such person(s) documents, information, facts and figures as the Bank thinks fit and may delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto as the Bank may think fit. The Bank shall be entitled to carry inspections at such intervals, as it may deem fit.

- (d) The Borrower hereby agrees and confirms that the Bank will have the right to disclose and share any information pertaining to the Borrower including, but not limited to, credit facility/ies, constitution, net worth, shareholding of the Borrower with (i) any other bank(s)/financial institution(s) in the form and manner prescribed by the RBI; (ii) any agent, contractor, third party service provider or professional adviser (*wherever situate*) of the Bank; (iii) any person to (or through) whom the Bank assigns or transfers or novates (or may potentially assign or transfer or novate) all or any of its rights or obligations under this Agreement or Transaction Documents; (iv) any person to whom the Bank is required to make disclosure under the requirements of Law, regulation, guidelines (whether SEBI, RBI etc.) or practice.

13.

WAIVER

No delay in exercising or omission to exercise any right, power or remedy accruing to the Bank upon any default or otherwise under this Agreement or the other Transaction Documents shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any other default. The rights of the Bank under this Agreement and the other Transaction Documents may be exercised as often as necessary, are cumulative and not exclusive of their rights under the Law and may be waived only in writing and specifically and at the Bank's sole discretion.

14.

MISCELLANEOUS

- (a) All notices, requests, demands, waivers or other communications under or in connection with this Agreement shall be given in writing. Any such notice or other communication will be deemed to have been duly given and being received if: (a) if by personal delivery on the day after such delivery, (b) if by registered mail, on the third Business Day after the mailing thereof, (c) if by next-day or overnight mail/courier or delivery, on the day delivered, (d) if sent by email/facsimile, when sent (on receipt of a confirmation to the correct facsimile number). Provided, however, that no notice or communication to the Bank shall be effective unless actually received by the Bank. Notices or communication may be made to: (i) the Borrower's address or facsimile number or e-mail id, and (ii) the Bank's address or facsimile number specified in Schedule I hereof, or to such other address or facsimile number as may be designated by the Borrower and the Bank in writing to each other.

- (b) The entries made in the accounts / account books / records of the Bank maintained in accordance with its usual practice and in compliance with the statutory requirements and/or a statement signed by a designated officer of the Bank, shall be final and binding on the Borrower. Such entries and/or statement shall be prima-facie and conclusive evidence of the existence and amount of obligations of the Borrower as therein recorded in respect of the Facilities.
- (c) The Borrower shall not assign or transfer or novate all or any of its rights, benefits or obligations under this Agreement and the other Transaction Documents without the approval of the Bank. The Bank may, at any time, sell, assign or transfer or novate all or any of its rights, benefits and obligations under this Agreement and the other Transaction Documents to any person(s) of the Bank's choice in whole or in part and in such manner and on such terms as the Bank may decide without any reference to the Borrower. In case the Bank assigns a part of a disbursed Facility to any person without the consent of the Borrower, such disbursed portion which has been assigned would constitute a separate and distinct loan and the Borrower shall not raise any objection or defense under Law, including any objection in terms of Order 2 Rule 2 of Code of Civil Procedure, 1908 or otherwise. The Borrower shall, unless otherwise notified by the Bank, continue to make all payments under this Agreement to the Bank and all such payments when made to the Bank shall constitute a full discharge to the Borrower from all its liabilities in respect of such payments.
- (d) Without prejudice to the aforesaid provision, the Bank may (at its sole discretion), without notice to the Borrower, share the credit risk of the whole or a part of the Facilities with any other person by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon or held by the Bank under this Agreement and the other Transaction Documents shall remain valid, effective and enforceable by the Bank on the same terms and conditions and the Borrower shall continue to discharge in full all its obligations under this Agreement and the other Transaction Documents to the Bank. The Borrower shall not have and shall not claim any privity of contract with such person on account of any reason whatsoever. Any such sale, assignment or transfer shall conclusively bind the Borrower.
- (e) The Bank shall have all the rights of banker's lien and set-off available to it under Law on all securities, documents, title deeds of properties etc. of the Borrower, whether held directly (or have beneficial interest), singly or jointly for all monies which may now or hereafter be payable by the Borrower to the Bank for any reason whatsoever. The Bank may at any time combine or consolidate all or any of the accounts held in the Borrower's name or any other account of which the Borrower is the (sole) beneficial owner irrespective of the title or currency of the account.
- (f) Any provision of this Agreement or any other Transaction Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Agreement or any other Transaction Document or affect such provision in any other jurisdiction.
- (g) The Borrower hereby agrees and confirms that in case any other person providing any financial assistance to the Borrower imposes any conditions not included herein, or in case any of the terms offered by the Borrower to such person is more favorable to such person than the terms stipulated by, or offered to, the Bank, the Borrower shall promptly inform the Bank of such terms or conditions and such of those terms and conditions as may be considered necessary by the Bank, in its discretion, shall apply to the Facilities as if the Borrower had specifically agreed to such terms and conditions, which terms and conditions shall be deemed to have been expressly incorporated herein.
- (h) This Agreement shall become binding on the Borrower and the Bank on and from the date as specified in Schedule I hereof. It shall be in force till all the monies due and payable under this Agreement and the other Transaction Documents are fully paid off by the Borrower to the Bank.

Subject to the provisions of the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, the Courts/Tribunals in the city where the branch of the Bank is situated shall have exclusive jurisdiction in relation to this Agreement and all matters arising in connection herewith.

Provided that nothing contained in this Section, shall limit the right of the Bank to take proceedings in any other Court or Tribunal of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not and the Borrower irrevocably submits to and accepts for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Borrower irrevocably waives any objection it may have now or in the future to the laying of the venue of any proceedings and any claim that any such proceedings have been brought in an inconvenient forum.

For ALLIED BLENDEERS AND DISTILLERS PVT. LTD.

Director/Authorised Signatory

Allied Blenders and Distillers Private Limited by
the hand of Mr. Kanhai Lal Meena Kanhai Lal Meena and
Mr. _____ who has/have been
authorised pursuant to the resolution passed by the
Board of Directors at its meeting held on the 18
day of November, 2008.

For ALLIED BLENDEERS AND DISTILLERS PVT. LTD.

Director/Authorised Signatory

For IDFC FIRST Bank Ltd.

Authorised Signatory

For IDFC FIRST Bank Ltd.

Authorised Signatory

SCHEDULE I

Date and Place of Execution of the Agreement: 27th November 2020, Mumbai

Borrower(s) Details:

(a) Allied Blenders and Distillers Private Limited (CIN No. U15511MH2008PTC187368), a company within the meaning of the Companies Act, 1956/2013, and having its Registered Office at 394-C, Lamington Chambers, Lamington Road, Mumbai - 400004, Maharashtra and, inter alia, an office at H.No. 8-2-684/4/13/1Plot No. : 18, Road No. : 12, Banjara Hills Hyderabad 500 034 and, inter alia, an office at

(b) Facsimile No.:

(c) E-mail id: abbabu@abdelia.com

Bank's Details:

(a) Name of the concerned Branch: IDFC FIRST Bank

(b) Address: Narain Chambers, BKC

(c) Facsimile No.:

Details of Sanction Letter: Sanction Letter Ref. No. IDFC/CAD/REF/SL/3808 dated 12-11-2020 including any addendums/amendments issued thereto and as may be modified from time to time.

Undertaking

The Borrower hereby unconditionally and irrevocable agrees and undertakes that: NA

6. Other conditions, if any: NA

IN WITNESS WHEREOF the Borrower has hereunto subscribed the day, month and year set out in this Schedule I.

Allied Blenders and Distillers Private Limited by the hand of Mr. Ramabharan Ramasamy

Mr. _____ who has/have been authorised pursuant to the resolution passed by the Board of Directors at its meeting held on the 18 day of November 2020

Signed and Delivered by the within named IDFC FIRST Bank Limited by the hand of its Authorised Signatory/Constituted Attorney: Mr. _____

Atul Kumar Singh

For IDFC FIRST Bank Ltd.
Jyotiwarshi
Authorised Signatory

For ALLIED BLENDEES AND DISTILLERS PVT. LTD.

Director/Authorised Signatory

Director/Authorised Signatory

Director/Authorised Signatory

For IDFC FIRST BANK LTD.
Jyotiwarshi
Authorised Signatory

For ALLIED BLENDEES AND DISTILLERS PVT. LTD.

Director/Authorised Signatory

For IDFC FIRST Bank Ltd.

Jyotiwarshi
Authorised Signatory

Director/Authorised Signatory

