



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL66159411891593V
Certificate Issued Date : 13-Sep-2023 03:52 PM
Account Reference : IMPACC (IV)/ dl1048003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL DL104800398943206168059V
Purchased by : ALLIED BLENDEERS AND DISTILLERS LIMITED
Description of Document : Article 15 Indemnity Bond
Property Description : Not Applicable
Consideration Price (Rs.) : 55,00,00,000
 (Fifty Five Crore only)
First Party : ALLIED BLENDEERS AND DISTILLERS LIMITED
Second Party : INDUSIND BANK LIMITED
Stamp Duty Paid By : ALLIED BLENDEERS AND DISTILLERS LIMITED
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write in type below this line

This stamp paper forms an integral part of Matter
facility agreement executed between Allied Blenden
and Distillers limited and Indusind Bank limited
dated 13.09.2023

For ALLIED BLENDEERS AND DISTILLERS LIMITED

Arul
Authorised Signatory

ALLIED BLENDEERS AND DISTILLERS LIMITED
Arul

Signatory Notice

- The authenticity of this stamp certificate should be verified by using e-Stamp (Stamp.com) or using e-Stamp Mobile App of Stamp Holding.
- The website of the Stamp Holding Authority is www.stamp.com and the website of the Mobile App is available.
- The stamp certificate is valid only if the users of the certificate.
- The stamp certificate is not valid unless it is countersigned by the Competent Authority.

ALLIED BLENDEERS AND DISTILLERS LIMITED ALLIED BLENDEERS AND DISTILLERS LIMITED ALLIED BLENDEERS AND DISTILLERS LIMITED ALLIED BLENDEERS AND DISTILLERS LIMITED ALLIED BLENDEERS AND DISTILLERS LIMITED

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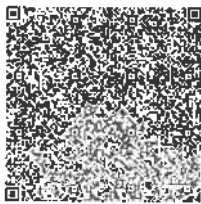
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Government of National Capital Territory of Delhi

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Certificate No. : IN-DL66156781014119V
Certificate Issued Date : 13-Sep-2023 03:49 PM
Account Reference : IMPACC (IV)/ dl1048003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL104800398945152044037V
Purchased by : ALLIED BLENDEES AND DISTILLERS LIMITED
Description of Document : Article 4 Declaration
Property Description : Not Applicable
Consideration Price (Rs.) : 55,00,00,000
 (Fifty Five Crore only)
First Party : ALLIED BLENDEES AND DISTILLERS LIMITED
Second Party : INDUSIND BANK LIMITED
Stamp Duty Paid By : ALLIED BLENDEES AND DISTILLERS LIMITED
Stamp Duty Amount(Rs.) : 10
 (Ten only)



Please write or type below this line

This stamp paper forms an integral part of
mauler facility agreement executed between Allied
Blenders and Distillers limited and Indusind Bank
limited dated 13.09.2023

For ALLIED BLENDEES AND DISTILLERS LIMITED

Arul
Authorised Signatory

Arul
Authorised Signatory

Signature Area

The details of the e-stamp certificate should be verified at www.stampsign.com or using e-Stamp Mobile App of Stock Holding
Company Limited. The details on this certificate and its availability on the website / Mobile App are correct if invalid
and 12% GST is levied on the signature of the signatory of the certificate.
The details of the e-stamp certificate should be verified at the Company's website.

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ALLIED BLENDEES AND DISTILLERS LIMITED ALLIED BLENDEES AND DISTILLERS LIMITED ALLIED BLENDEES AND DISTILLERS LIMITED

MASTER FACILITY AGREEMENT
(Secured funded and non-funded products)

THIS MASTER FACILITY AGREEMENT ("Master Facility Agreement") is made on the date as mentioned in the Schedule 1 at the place as mentioned in the Schedule 1 hereto

BETWEEN

The Borrower(s), details whereof is/are more particularly described in the Schedule 1 appended to this Master Facility Agreement and hereinafter collectively (if there is more than one Borrower(s)) referred to as the "**Borrower(s)**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the persons, as mentioned in Schedule 1) of the **ONE PART**;

AND

INDUSIND BANK LIMITED, a company incorporated under the Companies Act, 1956 and banking company within the meaning of Banking Regulation Act, 1949 having corporate identification number L65191PN1994PLC076333 and registered office at 2401, Gen. Thimmayya Road, (Cantonment), Pune - 411 001 and a branch office amongst other places at the place mentioned in the Schedule 1 (hereinafter referred to as "**the Bank**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, novatees and assigns) of the **OTHER PART**.

(The Borrower and the Bank are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".)

WHEREAS

- A. At the request of the Borrower, the Bank has at its discretion agreed to grant to the Borrower various Fund Based Facilities and Non-Fund Based Facilities, details whereof is/are more particularly described in the sanction letter issued by the Bank from time to time ("**Sanction Letter**", which term shall include all the supplements, amendments, modifications, variations, extensions and rollovers from time to time), details whereof are mentioned in Schedule 1 on the condition, inter alia, that the Borrower shall repay the Dues, on demand or within the Tenor as specified in Sanction Letter.
- B. The Credit Facilities shall be secured by the Security provided by the Borrower and/or the Security Provider; details whereof is/are more particularly described in the Sanction Letter or agreed otherwise.
- C. The Borrower and the Bank may with respect to a particular facility/sub-limit, enter into addendums ("**Addendum**") in respect of the Credit Facilities. The term 'Addendum', wherever used in the Master Facility Agreement, shall be deemed to refer to the Addendum read together with and including the Master Facility Agreement.
- D. The Bank shall be at liberty to increase and/or decrease the limits of Fund Based Facilities and /or Non-Fund Based Facilities at any point of time and from time to time, provided however that the total overall limits of the Credit Facilities does not exceed the Overall Limit (as defined below).

NOW IN CONSIDERATION OF THE BANK having agreed to grant to the Borrower the Credit Facilities and open the Facilities Accounts in the name of the Borrower, the Borrower hereby agrees with and confirms and declares to the Bank as follows:

1. DEFINITIONS & INTERPRETATION

1.1 Definition

As used in this Master Facility Agreement, the following terms shall have the following meanings:

"**Anti-Money Laundering Laws**" shall mean all applicable financial record keeping and reporting requirements and money laundering statutes and rules and regulations thereunder and any related or similar rules, regulations or guidelines, which in each case are issued, administered or enforced by any governmental agency having jurisdiction over the Borrower, or to which the Borrower is

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subject and any regulation issued by the RBI and applicable to banks in India in relation to the prevention of money laundering, which is binding on the Borrower and/or Bank.

"Anti-Bribery and Corruption Laws" shall mean the Foreign Corrupt Practices Act, 1977, the UK Bribery Act of 2010 or any similar laws, rules or regulations issued, administered or enforced by the United Kingdom, the United States of America, the European Union or any of its member states, or any other country or governmental agency having jurisdiction over the Borrower or any other member of the group.

"Applicable Law" shall mean any statute and law promulgated by the parliament of India and shall also include all laws, rules, regulations, ordinances, judgments, orders, decrees, authorisations, or any published directives, guidelines, requirements or governmental restrictions having the force of law including but not limited to Anti Money Laundering Laws and Anti Bribery and Corruption Laws, or any determination by, or interpretation of any of the foregoing by, any regulatory, legal, statutory, quasi-judicial, judicial authority, whether in effect as of the date of this Master Facility Agreement or thereafter and each as amended from time to time.

"Additional Interest" shall mean additional interest, as mentioned in Sanction Letter, on the Credit Facilities as per clause 2.4 hereunder.

"Associate Company" shall mean and include:

- a) any company which is the holding company or Subsidiary Company of the Borrower, or
- b) a person under the Control of or under common Control with the Borrower, or
- c) any person, in more than 20% of the voting securities of which the Borrower has a direct or beneficial interest, or
- d) associate company as defined under the Companies Act, 2013 as amended from time to time.

For the purpose of this definition of Associate and the Master Facility Agreement, "control" together with grammatical variations when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever.

"Credit Facilities" or **"Loan"** shall mean the aggregate amount of the Fund Based Facilities and Non-Fund Based Facilities, not exceeding the Overall Limit, agreed to be granted by the Bank to the Borrower in terms of the Sanction Letter, this Master Facility Agreement and the respective Addendums.

"Conditions Precedent" shall mean the conditions precedent to be satisfied by an Obligor prior to any utilization of the Credit Facilities by the Borrower, as set out in Sanction Letter and additional conditions precedent as mentioned in Schedule 1 hereto and shall include fulfillment of/compliance with all of the Bank's mandate requirements and all RBI/other regulatory/statutory guidelines and requirements.

"Conditions Subsequent" shall mean the conditions subsequent to be satisfied by an Obligor subsequent to any utilization of the Credit Facilities by the Borrower as set out in the Sanction Letter and additional conditions subsequent as mentioned in Schedule 1 hereto and shall include fulfillment of/compliance with all of the Bank's mandate requirements and all RBI/other regulatory/statutory guidelines and requirements.

"Dues" shall mean the principal amount of the Credit Facilities together with all Interest, Additional Interest, Default Interest, liquidated damages, prepayment charges, costs, charges (including any fees payable to the Bank) and expenses and all other moneys whatsoever due and payable by the Borrower to the Bank in respect thereof and in terms of the Master Facility Agreement and /or the Facility Documents.

"Default Interest" shall mean the default rate of interest as mentioned in the Sanction Letter.

"Event of Default" shall mean an event of default listed under Clause 7 of this Master Facility Agreement and in any other Facility Document and shall include additional Events of Default as listed in Schedule 1 hereunder.

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"Facilities Accounts" shall mean the accounts opened in the name of the Borrower with the Bank for the purposes of the Credit Facilities.

"Facility Documents" shall mean this Master Facility Agreement, Security Documents, the Sanction Letter, Addendums, the facility agreements entered/to be entered into by any Obligor with or in favor of the Bank or security trustee for the benefit of the Bank and all other instruments, agreements, documents, deeds, undertakings, declarations, indemnities, papers and writings under/in relation to the Fund Based Facilities and Non-Fund Based Facilities and any other document designated as such by the Bank from time to time (as amended, varied or supplemented from time to time).

"Financial Covenants" shall mean the covenants more particularly described in Sanction Letter.

"Fund Based Facilities" shall mean the facilities more particularly detailed in the Sanction Letter.

"Interest" shall mean the rate of interest to be paid by the Borrower to the Bank as referred to in Clause 2.2 herein and as detailed in the Sanction Letter, including any amendments thereto.

"Margin" shall mean rate as determined and notified by the Bank from time to time and as specified in Sanction Letter.

"Material Adverse Effect" shall mean the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could be expected to cause a material and adverse effect, in the sole opinion of the Bank, on:

- (a) the condition (financial or otherwise), assets, operations, prospects or business of any Obligor;
- (b) the ability of any Obligor to perform its obligations under the Facility Documents;
- (c) the validity, legality or enforceability of any Facility Document, or the rights or remedies of the Bank under any Facility Document;
- (d) the validity, legality or enforceability of any Security created / to be created in respect of the Fund Based Facilities or Non-Fund Based Facilities/ under any Facility Document or on the priority or ranking of such Security.

"Non-Fund Based Facilities" shall mean the facilities more particularly detailed in the Sanction Letter.

"Obligor" shall mean and include the Borrower and Security Provider and/or any Person providing guarantee, Security and/or undertaking/Indemnity in relation to the obligations of the Borrower and/or any other Obligor under the Facility Documents.

"Overall Limit" shall mean the amount specified in the Sanction Letter including any amendments thereto.

"Person" shall mean an Individual, partnership, corporation (including a business trust), limited liability partnership firm, body corporate, society, trust, hindu undivided family, unincorporated association, any incorporated/registered entity, or a government or any political subdivision or agency thereof.

"Purpose" shall mean the purposes for which the Fund Based Facilities and / or Non-Fund Based Facilities have been availed / agreed to be availed by the Borrower from the Bank as detailed in the Sanction Letter.

"RBI" shall mean the Reserve Bank of India.

"Schedule of Charges" shall mean the schedule of charges, as notified by the Bank to the Borrower, from time to time.

"Security" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), negative pledge or lien, preference, priority or other security agreement of any kind or nature whatsoever including, without limitation, any conditional sale or title retention agreements, any financing or similar statement or notice filed under any recording or notice statute, and any lease having substantially the same effect as any of the foregoing. and as mentioned in Sanction Letter or agreed otherwise.

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"Security Document" shall mean the document creating, recording or evidencing the Security or surety or guarantee in favour of the Bank (or its trustees/agents) to secure any obligation of the Borrower to the Bank under the Facility Documents.

"Security Provider" shall mean the Person/s listed in the Schedule 1 who shall be creating a Security.

"Substantial Interest" shall mean (a) in relation to a company, means a holding of beneficial interest by an individual or his spouse or minor child singly or jointly in the shares thereof, the amount paid up on which exceeds five lakhs of rupees or ten per cent of the paid up share capital of a company, whichever is less; (b) in relation to a firm, it means the beneficial interest held therein by an individual or his spouse or minor child, whether singly or taken together, which represents more than ten per cent of the total capital subscribed by all partners of a firm as the case may be.

"Subsidiary Company" shall mean the subsidiary company as defined under the Companies Act, 2013, as amended from time to time.

"Tax" shall mean any tax, levy, impost, duty, fees, deductions, turnover tax, transaction tax, or other charge or withholding of a similar nature (including any related penalty, interest, fine, surcharge or the payment in or in respect thereof), present or future.

"Tenor" shall mean tenor of the Fund Based Facilities and / or Non-Fund Based Facilities as detailed in the Sanction Letter.

"Working Day" shall mean any day on which the banks in the place where the branch office of the Bank is located are open for business, excluding second and fourth Saturday, Sunday and Public Holidays under Negotiable Instruments Act, 1881.

1.2 INTERPRETATION

- a) In this Master Facility Agreement, singular shall include plural and vice versa.
- b) Singular shall include plural and vice versa and words importing a particular gender shall include all gender.
- c) A reference to an Obligor or a Person will be construed as including its and any subsequent successors in title, permitted transferees and permitted assigns, in each case in accordance with their respective interests.
- d) Capitalized terms used but not defined herein shall have the same meaning as assigned to them in the Facility Documents.
- e) Any expressions not defined herein or in the Facility Documents, if defined within the General Clauses Act, 1897, shall carry the same meaning as assigned to it under the said General Clauses Act, 1897.
- f) The headings herein are for convenience only and shall not affect interpretation, except to the extent that the context otherwise requires.
- g) Unless mentioned otherwise, any reference to article, clause or schedule shall be deemed to be a reference to an article, clause or Schedule of this Master Facility Agreement.
- h) Any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted.
- i) The arrangement of clauses in this Master Facility Agreement shall have no bearing on their interpretation.
- j) The words "herein", "hereto" and "hereunder" refer to this Master Facility Agreement as a whole and not to the particular section in which such word may be used.

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- k) All references to agreements, documents or other instruments include a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time.
- l) The words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem generis or as any limitation upon the generality of any preceding words or matters specifically referred to.
- m) All references to "month" shall mean English calendar month. All references to a quarter shall mean a period of three months commencing on 1st January, 1st April, 1st July and 1st October.
- n) All references to approval, consent, permission, authorization, concurrence, satisfaction, waiver etc. of the Bank shall be valid only if given in writing and before any action or omission that is stipulated to have it.

2. THE CREDIT FACILITIES

- 2.1 The Borrower declares and confirms that the Credit Facilities agreed to be granted to the Borrower, shall be governed by the terms and conditions as set out in this Master Facility Agreement and the Sanction Letter, including any amendments thereto from time to time and the said Sanction Letter shall at all times be read as part and parcel of this Master Facility Agreement.

The Fund Based Facilities are on an uncommitted basis and may be made available to the Borrower at the Bank's sole and absolute discretion within the Availability Period (as given in Sanction Letter) of the Credit Facilities, and repayable on demand by the Bank. The Borrower shall pay to the Bank on demand the said Dues then outstanding and owing to the Bank under and in respect of the aforesaid Fund Based Facilities of all unto the date of payment on the repayment date and in the manner given in the Sanction Letter or otherwise.

- 2.2 The Borrower shall pay Interest to the Bank on the principal amount of the aforesaid Fund Based Facilities advanced and outstanding from time to time at the rate specified in the Sanction Letter or as announced from time to time by the Bank, exclusive of applicable Taxes, duties and levies. The Interest Rate shall be calculated in the manner prescribed in Schedule 1. Such Interest shall be paid with monthly rests on the last date of each month in each year. In default of payment of interest as stated above, the same shall be capitalised and added to the principal and shall be treated as an advance to the Borrower/s and the Bank shall be entitled to charge Interest at the aforesaid rate on the debit balance / outstanding capitalised as aforesaid.
- 2.3 In default of regular payment of outstanding amounts on the due dates, Default Interest shall become payable on monies due, payable from the date of payment default till the date such default is corrected. On occurrence of the breach of any terms of Facility Documents by the Borrower/Obligor, the Bank reserves the right to impose Additional Interest either on the entire outstanding or the portion thereof as the Bank may fix. Such obligation to pay the Additional Interest / Default Interest shall arise without the need for any notice thereof or demand therefore. The Bank's right to claim such Default Interest shall be without prejudice to the Bank's right to take any other action available to it under the terms of this Agreement/Finance Documents or at law in respect of such Event of Default. Provided that the Bank shall at any time or from time to time be entitled to change the rate of Interest in accordance with the applicable regulations / market conditions and subject to the changes in the interest rates as made by RBI, notify such changes to the Borrower and this Master Facility Agreement shall be construed as if such revised rate of Interest be always mentioned herein and agreed to be paid by the Borrower and hereby secured.
- 2.4 The commission on Non-Fund Based Facilities shall be paid by the Borrower to the Bank at rates as mentioned in the Sanction Letter.
- 2.5 The Interest and other charges shall be computed for Credit Facilities in Indian rupee on the basis of 365 days in a year. Without prejudice to generality of the foregoing the Bank shall also be entitled to charge at its own discretion and the Borrower shall be liable to pay and hereby agrees to pay such Additional Interest on the said Facilities Accounts either on the entire outstanding or the portion thereof as the Bank may fix for any irregularity or any breach of the terms of sanction or hereof by the Borrower and for such period as the Irregularity or breach continues or for such time as the Bank may decide it necessary regard being had to the nature of the irregularity or breach provided that the charging and payment of Additional Interest shall

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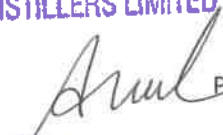
be without prejudice to the other rights or remedies of the Bank either hereunder or otherwise or by law to proceed for such Irregularity or breach against the Borrower and/ or the Security hereby created. Without prejudice to the Bank's right to terminate the Fund Based Facilities or Non Fund Based Facilities or any part thereof without prior intimation, if the Borrower for any reason whatsoever, could not utilize any Fund Based Facilities or Non Fund Based Facilities or the facility accounts remain In-operative for a period as decided by the Bank from time to time, then the Borrower shall be liable to pay commitment charges, if any, as mentioned in the Sanction Letter from time to time.

- 2.6 The Borrower agrees that all the Bank's charges and other fees, commissions and expenses applicable pursuant to the Sanction Letter shall be based on the prevailing Schedule of Charges notified by the Bank or as specifically stipulated in Sanction Letter. All such charges shall be debited to the Facilities Accounts and shall be paid by the Borrower in the amounts and at the times specified in the Sanction Letter or as otherwise provided in the Schedule of Charges. In case the operating accounts of the Borrower is/are not held with the Bank then the Borrower shall provide necessary debit mandate for debiting the aforesaid charges from such operating accounts not held with the Bank.
- 2.7 The Borrower will, from time to time, on demand by the Bank, pay to the Bank such amounts as the Bank may certify by way of a written notice as necessary to compensate the Bank for any additional cost or reduction of return which arises as a result of compliance with any present or future law, regulation, directive or request (whether or not having the force of law and including, without limitation, one relating to capital adequacy, liquidity, reserve or special deposit requirements or Taxes) and any rule or request of the RBI or any organization whose rules are binding on the Bank.

The Borrower shall repay the said Dues on the repayment date as specified in Facility Documents or as and when demanded by the Bank and shall ensure that all the said Dues are paid, repaid or discharged in full. If the repayment date falls on a day which is not a Working Day, then the previous Working Day shall be deemed to be the repayment date. No notice, reminder or intimation shall be given to the Borrower(s) regarding its obligation to pay the amount payable hereunder on the due dates and it shall be entirely the Borrower's responsibility to ensure prompt and regular payment of the said Dues by the Borrower(s) to the Bank on the due dates and in the manner, as provided in Facility Documents.

- 2.8 The Borrower shall have the option to prepay the Credit Facilities, either in part or in full, at any point of time by giving a prior written notice of fifteen (15) Working Days ("**Prepayment Notice**") to the Bank. It will be at the Bank's absolute discretion to accept such request of prepayment as per the Prepayment Notice. In case the request is accepted by the Bank, the Borrower shall prepay the Fund Based Facilities as per the Prepayment Notice alongwith applicable prepayment charges as intimated to the Borrower in the Sanction Letter, on the outstanding principal for the balance Tenor to the Bank on the date of prepayment. The rate of prepayment charges can be changed by the Bank at its own discretion with 30 days prior notice to the Borrower. Notwithstanding anything contained herein, the Borrower shall not be permitted to prepay an amount lesser than the minimum prepayment amount, as given in Sanction Letter.
- 2.9 All payments made by the Borrower under this Master Facility Agreement shall be made without set-off or counterclaim, free and clear of any deduction, withholdings, restrictions or conditions of any nature. If the Borrower is required by law to make any deduction then the sum payable by the Borrower, in respect of which such deduction is required to be made, shall be increased to the extent necessary to ensure that, after the making of such deductions, the Bank receives and retains a net sum equal to the sum which it would have received and so retained had no such deduction been made. The Borrower shall pay on demand to the Bank the costs between attorney/advocate and client incurred by it in connection with the preparation, engrossment and stamping and execution of these presents in original and of any guarantee or other security executed contemporaneously herewith in connection with the Credit Facilities hereby secured and of the registration of this Security with the Registrar of Companies, Information Utility, Central Registry of Securitisation Asset Reconstruction and Security Interest of India and all other costs including attorney advocate / consultants incurred or to be incurred by the Bank in connection herewith or with the enforcement or realization or attempted enforcement or realization of the Security hereby created or the protection or defense or perfection thereof or for the recovery of any monies hereby secured and of all suits and proceedings or whatsoever

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nature for the enforcement or realization of the Security hereby created or the recovery of such monies or otherwise in connection herewith.

- 2.10 The Borrower shall during the currency of the Credit Facilities bear all Taxes as may be applicable or as may be levied by the government or any government body or authority in relation to the Credit Facilities. Further, the Borrower agrees to deliver to the Bank satisfactory evidence that the Tax has been duly remitted to the appropriate authority and Tax deduction certificates will be delivered to the Bank.
- 2.11 The Borrower shall in advance before expiry of Credit Facilities, apply to the Bank for renewal/enhancement/reduction / review of the Credit Facilities, and submit the financial data as may be required by the Bank, which may be accepted or rejected by the Bank at its sole and absolute discretion, and such decision of the Bank shall be final and binding on the Borrower.
- 2.12 The Borrower undertakes to execute such Addendums and other documents as may be required by the Bank from time to time with regard to the Credit Facilities. The Borrower undertakes to further secure the Credit Facilities and create such further Security and execute such other documents as may be required by the Bank from time to time with regard to the Credit Facilities and perfection of Security.
- 2.13 The Borrower will regulate its drawings out of and payment into each of the said Facilities Accounts with the Bank in such manner that the amounts due from time to time for the said Dues on each of the said Facilities Accounts shall be kept as nearly as practicable to the limits granted by the Bank.
- 2.14 No payment into or drawings out of any of the said Facilities Accounts or any transactions dealing agreement or arrangement whatsoever in connection with any of the said Facilities Accounts shall affect state of other accounts of the Borrower with the Bank or any transaction, dealing, agreement or arrangement in connection therewith.
- 2.15 Notwithstanding the provisions of the Contract Act, 1872 or any other law or any terms and conditions in this Master Facility Agreement or any directions of the Borrower to the contrary, the Bank and the Borrower agree that the Bank shall have right to appropriate the monies received from the Borrower or any other Person on their behalf, in the following manner:
- a) Firstly towards costs, charges including prepayment charges and other expenses and other monies due and payable or becoming due and payable to the Bank;
 - b) Secondly towards Interest, Additional Interest, Default Interest, fee or commission due but unpaid to the Bank;
 - c) Thirdly, towards the principal monies; and
 - d) Lastly, towards payment of any other sum due but unpaid under this Master Facility Agreement or any other Facility Document.
- 2.16 Notwithstanding anything contained in this Master Facility Agreement, in case any Credit Facility or part thereof is disbursed or converted into foreign currency, the Interest applicable to such Credit Facility or part thereof and other applicable provisions in relation thereto shall be governed by the terms and conditions contained in Schedule 3 of this Master Facility Agreement for the relevant foreign currency. In the event of any inconsistency between the terms of Schedule 3 and this Master Facility Agreement, the terms set out in Schedule 3 (*Reference Rate Terms*) for the respective currency shall prevail.

The Borrower agrees to appropriately hedge the foreign currency exposure under the Credit Facility disbursed or converted into foreign currency as stipulated in the Sanction Letter.

The Bank shall have an unconditional right, at any time whether on account of an Event of Default or potential event of default or otherwise, to convert / crystallize all or any of the amount(s) outstanding under such Credit Facility disbursed in foreign currency(ies) (*actual or contingent*) into Indian currency (*i.e., Rupees*) on such date and on such terms as the Bank may deem fit and appropriate. The Parties further agree that all or any of such amount(s) outstanding

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under such Credit Facility to be converted/ crystallized into Indian currency, shall be converted by the Bank at its TT Rate(s) published on its website, at the relevant time of conversion. The amount calculated by the Bank upon such conversion / crystallization shall be final and binding on the Borrower(s) and shall not be disputed or objected under any circumstances, unless there is a manifest error while calculating the amounts in Rupees.

The Parties further agree that the amount(s) converted/ crystallized into Indian currency shall become immediately due and payable by the Borrower(s). In the event such amount(s) is not paid by the Borrower(s), the Borrower(s) shall be additionally liable to pay Default Interest on such amount(s) from the date of crystallization till date of receipt of payment by the Bank in full of such amounts in default.

3. CONDITIONS PRECEDENT AND CONDITIONS SUBSEQUENT

- 3.1 The Borrower will not utilize the Credit Facilities made available to it and the Bank shall not be liable to disburse the Credit Facilities to the Borrower unless the Bank has received the documents and other evidence as detailed under Conditions Precedent in the Sanction Letter and Schedule 1 in a form and substance satisfactory to the Bank.
- 2.2 The Borrower shall fulfil all Conditions Subsequent as specified in the Sanction Letter, Schedule 1 and the Facility Documents in the form, substance and manner satisfactory to the Bank.

4. SECURITY

- 4.1 In consideration of the Bank extending the Credit Facilities to the Borrower, the Borrower agrees to and shall ensure that the Security Provider/s to create the Security, pursuant to the Sanction Letter, to secure the said Dues under this Master Facility Agreement.
- 4.2 The Borrower shall and shall ensure that the Security Provider shall, upon demand by the Bank, execute and / or officially register and deliver to the Bank such agreements, contracts, undertakings and documents, in the form and substance acceptable to the Bank, for the purposes of creating, perfecting and / or protecting the Security as detailed in Schedule 1.
- 4.3 If any act including notarization, registration or other official recording is necessary to perfect the Security, the Borrower shall and shall ensure that the Security Provider agrees to take all steps required to perfect the Security (including notarization, registration, filing or other official recording as maybe required) and to protect the Bank's interest in the Security and the Borrower agrees to pay all applicable fees and expenses that may be required from time to time in this respect.
- 4.4 The Borrower shall ensure that, in case there is any security to be created by an Obligor other than then Borrower, the same is appropriately created. Further, if any notarization, registration or other official recording is necessary to perfect the Security, the Borrower shall ensure that such steps are taken by the Obligor to perfect and to protect the Bank's interest. Further, the Borrower agrees to ensure that all applicable fees and expenses that may be required from time to time in this respect, is paid.
- 4.5 The Borrower shall maintain at all times the loan to collateral ratio or security margin ("**Security Cover**") stipulated in the Facility Documents or Sanction Letter. The Borrower hereby undertakes to procure such additional security, at the request of and to the satisfaction of the Bank if, in the Bank's opinion, any of the Security in place at that time are inadequate and / or not duly perfect, any loan to value ratio requirements set out in the Sanction Letter are not maintained or the assets underlying the Security have materially depreciated or are subject to sale, lease, condemnation, seizure or any other appropriation.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Borrower makes the representations and warranties to the Bank (on its behalf and on behalf of the Obligors, to the extent applicable) as set out in Schedule 2 (Representations and Warranties) hereto.
- 5.2 Each of the representations and warranties set out in Schedule 2 (Representations and Warranties) are deemed to be made by the Borrower by reference to the facts and circumstances then existing on the date of this Master Facility Agreement and shall be deemed to be repeated

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on each day until the full and final payment of all money owing hereunder has been paid to the Bank.

6. COVENANTS

- 6.1 The Borrower covenants and undertakes that so long as the amounts due under this Master Facility Agreement, shall remain outstanding and until the full and final payment of all money owing hereunder, it shall not without the prior written consent of the Bank:
- a) declare or pay dividends in respect of any financial year if any Event of Default has occurred;
 - b) enter into any scheme of expansion, merger, de-merger amalgamation, compromise, with its creditors or such a scheme of arrangement or compromise is proposed or reconstruction;
 - c) effect any material change in the shareholding of the Borrower;]
 - d) make any change in its management and operating structure;
- shall not avail any fund based facilities from any other banks or financial institutions without prior written consent of the Bank
- 6.2 The Borrower shall not and ensure that none of the other Obligor shall transfer or create any charge /interest, mortgage, lease or let out, pledge, lien or any encumbrance in respect of any of its property(ies) or assets (including part thereof) which is charged, pledged or mortgaged to the Bank or over which any encumbrance is created in favour of the Bank nor enter into any factoring agreement in respect of such properties / assets without the prior written consent of the Bank. In cases where the Borrower's properties / assets forming part of the Security are leased / let out before or after (with prior written consent of the Bank) grant of Credit Facilities by the Bank and details thereof are furnished to the Bank, the Borrower shall not and ensure that none of the other Obligors shall amend or change the terms of the lease or tenancy or license of such properties/assets which is subject to mortgage or agreed to be mortgaged in favor of the Bank or extend or repay the same for further period without prior written consent of the Bank.
- 6.3 The Borrower covenants with the Bank that the Borrower shall apprise the Bank of the occurrence or likely occurrence of any event which is likely to affect the capacity of the Borrower/any other Obligor to repay the said Dues or likely to affect the Security for the said Credit Facilities or the obligations of the Borrower/any other Obligor to the Bank in respect of the said Credit Facilities.
- 6.4 The Borrower covenants with the Bank that Borrower shall:
- a) obtain and comply with all authorizations, approvals, licenses and consents if any required to enable it to enter into and perform its obligations under the Facility Documents and to ensure the legality, validity, enforceability or admissibility in evidence of the Facility Documents and do all that is necessary to maintain the same in full force;
 - b) inform the Bank of any material litigation, arbitration, administrative, governmental, regulatory, or other investigations or other proceedings, requisition or disputes which affect the Borrower, forthwith upon such proceedings being instituted or potential proceedings;
 - c) promptly inform the Bank of any occurrence of which it becomes aware which might adversely affect the Borrower or affect its ability to perform its obligations under the Facility Documents;
 - d) promptly inform the Bank of the occurrence of any Event of Default and of the steps being taken to remedy the same and will, from time to time, if so requested by the Bank, confirm to the Bank in writing that save as otherwise stated in such confirmation, no default has occurred and is continuing;
 - e) furnish all information required under the information covenants as more particularly described in the Sanction Letter.
- 6.5 The Borrower shall, at its cost and expense and without any demur or protest, execute, sign, perfect and do, and if required, register, every document, act or thing, as may be required by the Bank and also as may be required under Applicable Laws and regulations from time to time.

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- 6.6 Without prejudice to the generality of the provisions contained in the preceding sub-clauses, the Borrower hereby agrees with, and undertakes to the Bank that the Borrower shall forthwith inform the Bank on the occurrence or likely occurrence of, inter alia, any of the following events, namely:
- a) Institution of any legal proceedings against the Borrower/any other Obligor by any Persons making a claim for money against the Borrower/any other Obligor, or enforcing against the Borrower/any other Obligor, any guarantee or security given by the Borrower/ any other Obligor or any assets of the Borrower/other Obligor;
 - b) any damage to the assets/properties forming part of the Security for any reason whatsoever;
 - c) any distress or other proceedings of court being taken against any of the assets of the Borrower/ any other Obligor;
 - d) the occurrence of any event which is likely to affect the Borrower's/ any other Obligor's business, including Industrial action, steps taken by authorities for recovery of statutory dues, etc.
 - e) of any change taking place in the ownership or Control of the Borrower/ any other Obligor whereby the effective beneficial ownership or Control of the Borrower/ any other Obligor will change;
 - f) with respect to any material change in the management of the business of the Borrower any other Obligor.
- 6.7 The Borrower agrees and undertakes to sign, without any demur or protest, such documents and writings and at such periodic intervals, as may be required by the Bank, acknowledging the outstandings under each of Fund Based Facilities or Non Fund Based Facilities, for the purpose of section 18 of the Limitation Act, 1963.
- 6.8 The Borrower shall promptly give written notice to the Bank of all current, proposed, pending, continuing or potential litigations affecting any Obligor including, its directors, partners, etc., as the case may be which have been initiated by any other financial institution and / or banks ("FI Litigations"), and to procure the delivery of such notice to the Bank from the Borrower. Further, the Borrower shall provide complete details of all such FI Litigations which are current, proposed, pending, continuing or potential FI Litigations against any Obligor its directors, partners, etc., in accordance with the regulations issued by RBI, from time to time.
- 6.9 The Borrower and each Obligor has duly paid and shall continue to pay, on timely basis, all statutory dues, including without limitation, statutory dues under The Employees' Provident Funds and Miscellaneous Provisions Act, 1952. The Borrower and each of the Obligors shall provide, on annual basis or as required by the Bank, a certificate from its auditors certifying that all statutory dues, including without limitation, statutory dues under The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 have been duly paid by the Borrower and each Obligor.
- 6.10 It shall provide/deliver to the Bank and must ensure that the Bank receives:
- (a) Its audited and unaudited financial statements as soon as they become available and/ or within the time period as prescribed by the Bank / RBI;
 - (b) Financial covenant compliance certificate, as requested by the Bank, in the format required by Bank;
 - (c) Information necessary to enable the Bank to comply with "know your customer" or similar identification procedures as the Bank may request from time to time;
 - (d) Details of any litigation, arbitration or other proceedings pending or possible proceedings;
 - (e) Evidence and independent chartered accountant certificate in relation to end use of the Credit Facilities;
 - (f) due diligence report in the format given as per the RBI notification (notification no. DBOD No. BP. BC.94/ 08.12.001/2008-09) on Lending under Consortium

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- Arrangement/Multiple Banking Arrangements dated September 19, 2008, on such frequency as the Bank may require in the context of the Credit Facilities;
- (g) a declaration about the credit facilities already enjoyed by the Borrower from other banks in format prescribed under RBI notification (notification no. DBOD No. BP. BC.94/08.12.001/2008-09) on Lending under Consortium Arrangement/Multiple Banking Arrangements dated December 08, 2008;
 - (h) Cash flow projections of the Borrower for the next year, the monthly stock and book debts statements and the quarterly information data along with the aging schedule of the Borrower's overdue payables, in the Borrower's periodical returns as prescribed by the RBI, within the time period as prescribed by the Bank / RBI; and
 - (i) Any further information/data the Bank may reasonably request from time to time in writing regarding the Borrower /Obligors.
- 6.11 The Borrower shall obtain Legal Entity Identifier Code In accordance with RBI notification (notification no. DBR.No.BP.BC.92/21.04.048/2017-18) dated November 02, 2017 and on request of the Bank, the Borrower agrees to share the copy of LEI Code with the Bank. Further, the Borrower undertakes to renew the code as per Global Legal Entity Identifier Foundation.
- 6.12 The Borrower agrees that the Bank shall receive details of the "Unhedged Foreign Currency Exposure" of the Borrower, as prescribed by RBI and the Bank, from time to time, (i) in such form and manner (ii) at such intervals and (iii) to be calculated on the basis of such parameters as so communicated by the Bank from time to time.
- 6.13 The Borrower shall utilise the Credit Facilities exclusively for the Purpose and any variation in the end use of the Credit Facilities sanctioned shall be made only with the prior written sanction of the Bank.
- 6.14 The Borrower shall not use all or any part of the Credit Facilities for investment(s) into capital market oriented mutual fund schemes including, without limitation, equity / real estate mutual funds or real estate or land acquisition or any speculative purposes. The Borrower shall not utilise the Credit Facilities for investments in shares, debentures, advances and inter-corporate loans/ deposits to other companies (including Subsidiary Company and other group companies) and for the purposes restricted by RBI.
- 6.15 The Borrower shall and ensure that each of the other Obligor shall keep proper books of accounts of its business and when required produce such books, documents, papers and vouchers for the inspection of the Bank or its officer(s) and agent(s) and allow them or it or him access thereto and to make copies of or extract from the same. Any cost incurred by the Bank or its officer(s) and agent(s) for the inspection shall be borne by the Borrower.
- 6.16 The Borrower will and will ensure that each of other Obligor comply with all Applicable Laws and regulations that may, from time to time, be enacted applied and imposed by the relevant government authority.
- 6.17 The Borrower shall maintain and renew all licenses, authorisations and permits necessary for the conduct of its business and operations and to provide the Bank with certified copies of such renewed licenses, authorisations and permits.
- 6.18 The Borrower will execute and deliver such further documents, instruments and assurances as may be necessary or as the Bank may from time to time reasonably request. The Borrower will ensure that each other obligor executes and delivers the same.
- 6.19 The Borrower agrees and undertakes to ensure that all assets underlying the Security are at all times fully insured against all loss or damage by theft, fire, lightning, earthquake, explosion, riot, strike, civil commotion, storm, tempest, flood, marine risk, war risk, terrorist attack, by a reputable insurer which has been approved and accepted by the Bank. Each Borrower shall ensure that any such insurance policy is assigned to the Bank. In respect of any such insurance policy, the Borrower agrees and undertakes that:
- (a) a copy of such insurance policy and all premium receipts shall be deposited with the Bank;
 - (b) the insurance policy and any benefit thereunder shall not be assigned to any other person without obtaining the prior written consent of the Bank; and
 - (c) such insurance policy shall have the Bank as the first loss payee in respect of any proceeds paid out thereunder.

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- 6.20 The Borrower shall and shall ensure that each of the other Obligor duly pay and discharge all Taxes, assessments and governmental charges or levies for which it is liable.
- 6.21 The Borrower shall and shall ensure that each of the other Obligor shall not claim for itself or for its assets any immunity from suit, execution, attachment or other legal process in any proceedings taken in any competent jurisdiction.
- 6.22 During the term of the Credit Facilities, the Borrower shall ensure to utilize the services of the Bank for the Borrower's transactional banking needs.
- 6.23 The Borrower shall not open a current account with any other bank without the prior written permission of the Bank Further, the Borrower agrees to open current account with the Bank before utilization of Credit Facilities.
- 6.24 The Borrower agrees that it shall route operating cash flows through the current account maintained by the Borrower with the Bank.
- 6.25 The Borrower agrees that it shall adhere to all the Financial Covenants more particularly mentioned in the Sanction Letter. The Borrower agrees that it shall adhere to such additional covenants as may be specified in the Schedule 1 hereto and / or in Addendums.
- 6.26 It is agreed that all acts/ steps/ duties as are necessary for the Bank to monitor the Credit Facilities or any part or portion thereof and /or to recover the amount due to the Bank or any part or portion thereof shall / may be carried out by such other person, company, body, organisation or agency as may from time to time be appointed by the Bank in respect thereof and that the Bank will at all times be entitled to share with any such other person, company, body, organisation or agency that may thus be appointed by the Bank, all documents, statements of accounts and other information of whatsoever nature pertaining to the Borrower or the said Credit Facilities.

7. EVENT OF DEFAULT

- 7.1 At the option of the Bank in respect of the Credit Facilities granted or to be granted by the Bank the Borrower agrees and declares that notwithstanding anything contained herein the said Dues shall become due and payable by the Borrower to the Bank, upon the happening of any of the following events referred to as "**Events of Default**". The Borrower shall be deemed to have committed an act of default on the happening of, inter -alla, any one or more of the following events, namely:
- a) **Non- payment:** Any Obligor fails to pay / repay on demand any monies, which ought to be paid by the Obligors hereunder as per the terms of the Facility Documents, or
 - b) **Breach:** Any Obligor commits any breach of any agreement or covenant or representation or warranty on its part herein contained or under any circumstances which in the sole judgment of the Bank is prejudicial to or imperils the Security created for the Credit Facilities, or
 - c) **Insolvency and winding up:**
 - i. Any proceeding or imminent threat of proceeding initiated against the Obligor or any of its Subsidiary Company, affiliate or group Companies, by any party under laws of insolvency or under any other statutory provision(s) or law(s) applicable to the Obligor which may lead to insolvency resolution proceedings, its liquidation, winding up or declaration as insolvent or any petition for winding up of the Borrower is filed; or
 - ii. A moratorium, standstill, or similar suspension of payments in respect of the indebtedness, whether internal or external, of the Borrower(s) or any of its Subsidiary Company, affiliates or any other group company, has been or may in the reasonably foreseeable future be declared by the government, central bank or any other governmental agency; or
 - iii. If any application for initiation of corporate insolvency proceedings by or against the Borrower or any other Obligor is initiated with an adjudicating authority by any creditor under the Insolvency and Bankruptcy Code, 2016 or any other applicable insolvency or bankruptcy laws; or
 - iv. A liquidator, receiver, receiver and manager, administrator, administrative receiver, compulsory manager, provisional supervisor or other similar officer is appointed in

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- respect of any Obligor or any of their assets or any distress of execution or seizure is levied or enforced upon or likelihood seizure against the whole or any part of the property of any Obligor; or
- v. if any Person shall apply or obtain an order for the winding up of any Obligor or if any such order is made or if any step is taken by any person towards passing any resolution to wind up any of the Obligor or if any such resolution shall be passed, or
- d) **Cessation of Business:** if any of the Obligor suspends or ceases to carry on business or to conduct its business to the satisfaction of the Bank, or
- e) **Misuse of funds:** if the Borrower misuses the Credit Facilities or any part thereof for any purpose other than for which the said Credit Facilities have been sanctioned, or
- f) **Security:**
- i. If the Security, or any part thereof, for the Credit Facilities is sold, parted with (and such parting of possession not being authorized by the Bank in writing), disposed off, charged, encumbered or alienated, or
 - ii. If the assets charged as in favour of the Bank as Security has/have not been kept insured by the Borrower or Security Cover depreciates or if the Security becomes invalid or unenforceable in any respect or in the opinion of the Bank is in jeopardy or other additional adequate Security is not given by the Borrower, inspite of being called upon to do so by the Bank, or
 - iii. If the Security is confiscated, attached or taken into custody by any authority or become the subject of any legal proceedings or
 - iv. If in the absolute discretion of the Bank there is a likelihood of the due money not being paid and/or Security is likely to be transferred to defeat the Security and the due amounts of the Bank.
- g) **Material Adverse Effect:** Any event or circumstance occurs which the Bank reasonably believes or is reasonably likely to have a Material Adverse Effect, or
- h) **Cross default:** if a cross default as below occurs:
- (i) any debt of any Obligor is not paid when due nor within any originally applicable grace period;
 - (ii) any event of default or a potential event of default (however described) which with the lapse of time or giving of notice may become an event of default occurs under any contract or document relating to any debt of the Borrower;
 - (iii) any commitment for any debt of any Obligor is cancelled or suspended by a creditor as a result of an event of default (however described in contract with such creditor);
 - (iv) any creditor of any Obligor becomes entitled to declare any debt due and payable prior to its specified maturity as a result of an event of default (however described in contract with such creditor);
 - (v) there is any event of default or a potential event of default (however described) or other similar condition or event which with the lapse of time or giving of notice may become an event of default under one or more agreements or instruments (i) relating to any debt; (ii) entered between (a) the Bank and any Obligor, or (b) the Bank and any of the Obligor's affiliates/Associate Company(ies); or (c) any Obligor and any of its lenders; or (d) Any Obligor's affiliates / Associate Company(ies) with any of their lenders; or
 - (vi) any Security over any assets of any Obligor to secure any other debt which is enforced or action initiated to enforce the Security.
- i) **Expropriation:** if any consent, authorization, approval or license of or registration with or declaration to government or public bodies or authorities required to authorize or required by the Borrower/any other Obligors in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Master Facility Agreement or the performance by the Borrower/any other Obligor's of its obligations hereunder is modified in a manner unacceptable to the Bank or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect, or
- j) **Change in constitution:** if the Bank is informed or in the event that information comes to the knowledge of the Bank that there is a change in the constitution of the Borrower/any other Obligor or that there is likely to be a change in the constitution of the Borrower/any other Obligor and such change in the opinion of the Bank would adversely affect the interest of the Bank, or
- k) **Illegality:** if it becomes unlawful for the Bank to make, fund or allow any amount to remain outstanding under the Credit Facilities, or
- l) **Defaulter List:** If the Borrower/ other Obligor's name is included in RBI defaulters list or list issued by any credit information company, or

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- m) **Misrepresentation:** If any representation or statement made or deemed to be made by the Borrower/any other Obligor in the Master Facility Agreement or any other Facility Document proves to be incorrect or misleading in any material respect, or
- n) **Change in control:** If change of Control occurs in respect of the Borrower and / or any other Obligor, or
- o) **Litigation:** If any litigation, alternative dispute resolution, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced or potential litigation against the Borrower/any other Obligors or their assets which might have a Material Adverse Effect, or
- p) **Jeopardy:** if there exists any other circumstances which in the sole opinion of the Bank, jeopardizes the Bank's interests, or
- q) **Deterioration in Rating:** If there is deterioration or downgrade in the credit rating of the Borrower, or
- r) **Distrain:** If an attachment or distraint has been levied on the assets of Borrower or any part thereof.

7.2 Notwithstanding anything mentioned above, the Bank reserves the right to demand repayment of the outstanding amounts on occurrence of such event as deemed necessary by the Bank in its sole discretion. Bank's decision on occurrence of such event shall be final and binding on the Borrower/each of the other Obligors. The Borrower/each of the other Obligors shall forthwith repay all outstanding amounts to the Bank.

8. CONSEQUENCES OF EVENT OF DEFAULT

8.1 In the event of the Borrower/any of the other Obligor committing any act of default as aforesaid or failing to cure such default within any cure period that maybe granted by the Bank in its sole discretion, then notwithstanding anything to the contrary herein contained, the Bank shall be entitled at its absolute discretion, to inter alia:

- a. Call upon the Borrower to pay forthwith the outstanding balance of the Credit Facilities together with Interest and all sums payable by the Borrower under this Master Facility Agreement and cancel all undrawn portions of the Credit Facilities.
- b. Without any prior or further notice to disclose to the RBI or any other authority or any other third person, the name/identity of the Borrower / Obligor and the fact of the Borrower having committed the act of default with full details thereof.
- c. To take charge, seize, recover, receive, appoint receivers or remove and take possession of all or any part of the Security and also of all books of accounts, papers, documents and vouchers and other records relating thereto and thereupon either forthwith or at any time and from time to time to sell, realize, dispose of and deal with in any manner including by public auction or tender or private contract and whether with or without intervention of the court all or any part of the Security in such manner and upon such terms and conditions as the Bank thinks fit, and thereafter the Borrower(s) shall take no action inconsistent with or prejudicial to the right of the Bank to possess, use and enjoy the same and to receive the income, profits and benefits thereof without Interruption or hindrance by the Borrower(s) or by any Person, and upon the taking of such action.
- d. Notwithstanding any pending suit or other proceeding, the Borrower undertakes to give immediate possession on demand of the Security to the nominees of the Bank and/or the Bank and/or the receiver and/or to transfer, and to deliver to the Bank and/or the receiver, all relative bills, contracts, securities and documents and the Borrower hereby agrees to accept the Bank's and the receiver's account of sales and realisations as sufficient proof of amounts realised and relative expenses and to pay on demand by the Bank and/or the receiver, any shortfall or deficiency thereby shown.
- e. to sell, lease, license, grant options to sell, deal with or manage or concur in, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or otherwise dispose of any part of the Security in such manner and generally on such terms and conditions as the Bank shall consider fit. The Borrower shall not raise any objections regarding the regularity of the sale and/or auctions taken by the Bank and/or the receiver, nor shall the Bank and/or the receiver be liable for any loss that may be caused or occasioned from the exercise of such power and/or may arise from any

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act or default on the part of any broker or auctioneer or other person or body engaged by the Bank and/or the Receiver for the said purpose.

- f. to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Borrower relating in any way to the Security or any part thereof.
 - g. to make any arrangement or compromise between the Borrower(s) and any other Person or pay any compensation or incur any obligation which the Bank shall consider fit;
 - h. The Bank shall be entitled at all times and without any notice to the Borrower to set off and apply other money or monies in the hands of the Bank standing to the credit of or belonging to the Borrower in or on wards payments of any amount at any time being payable to the Bank or towards the outstanding in the said Facilities Accounts or as otherwise aforesaid and to recover at any time from the Borrower by suit or otherwise the balance remaining payable to the Bank under the said Facilities Accounts or otherwise notwithstanding that all or any of the Security may be outstanding and /or may not have been realized.
 - i. The Bank shall, in accordance with the guidelines of RBI on Prudential Framework for Resolution of Stressed Assets dated June 07 2019, be entitled to identify incipient stress in any Facilities Accounts held with it and pursuant thereto, create different sub categories of such accounts. The Borrower agrees that the Bank shall report credit information of such borrowers (including the Borrower) who have an aggregate fund based and non fund based exposure above the limit as so specified by RBI, from time to time, to the Central Repository of Information on Large Credits ("CRILC").
 - j. to appoint its nominee on the board of directors of the Borrower to look after the Bank's interests.
- 8.2 The Bank shall be at liberty to exercise any powers or authority exercisable hereunder by the Bank and to file any suits or legal proceedings for recovery of its said Dues from the Borrower and to take steps to realize or enforce the Security hereby created in favour of the Bank, either by sale or otherwise and either through the intervention of the court or by appointing a receiver or in any other manner however, and whatsoever as it thinks fit, and may adjust and/or stop operation of the said Facilities Accounts with it.
- 8.3 In the event of the Security being realized however and in whatsoever manner, the realization thereof shall be applied as under:-
- a. firstly, towards reimbursement to the Bank of the costs (between attorneys/advocates and clients) charges and expenses incidental to such realization;
 - b. secondly, for appropriation towards satisfaction of all indebtedness of the Borrower due and outstanding (whether accrued or contingent) to the Bank under or in respect of the Credit Facilities and all interest due thereon unto the date of realization of the Security whether actually debited or not to the Facilities Account together with any costs (between attorneys/advocates and clients), charges and expenses debatable to the said Facilities Accounts whether actually debited or not in accordance with the total amount of such indebtedness due and outstanding under and in respect of the said Facilities Accounts as aforesaid with the Bank; and
 - c. thereafter the balance, if any, shall be available for, and be appropriated to the remaining outstanding indebtedness of the Borrower on any account to the Bank in accordance with the total amount of such other outstanding indebtedness.
- 8.4 In the event of the net proceeds of realization remaining as aforesaid being insufficient for the repayment of whole of the indebtedness of the Borrower to the Bank under or in respect of the said Facilities Accounts as aforesaid, the Bank shall be at liberty to apply any other money or monies in its hands standing to the credit of or belonging to the Borrower in or towards the payment of the balance and in the event of there being still any deficiencies, the Borrower shall forthwith pay such deficiencies, PROVIDED that nothing herein contained shall in any manner prejudice or effect the Bank's remedy against the Person of the Borrower.

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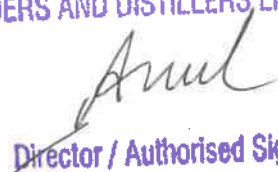

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- 8.5 This Master Facility Agreement shall operate as, and any Security offered shall be, a continuing security for the balance from time to time due to the Bank on the said Facilities Accounts and for all monies, indebtedness and liabilities hereby secured and none of the said Facilities Accounts is to be considered to be closed for the purpose of the Security offered and is not to be considered exhausted by reason of the said Facilities Accounts or any of them being brought to credit or to nil balance at any time from time to time or of its being drawn upon to the full extent if afterwards reopened by a payment to credit or debit.
- 8.6 Subject to any general or special lien to which the Bank is or may be by law or otherwise entitled or any rights of remedies or securities in favour of the Bank in respect of any present or future indebtedness or liabilities or guarantee obligation of the Borrower to the Bank shall continue to be in force and effect and it shall be open to the Bank to enforce or have recourse to such rights or remedies or securities without being bound to enforce any security rights or remedies available herein and under applicable laws.
- 8.7 Notwithstanding the foregoing, the Bank shall have a right to terminate Credit Facilities without assigning any reason to the Borrower.

9. COSTS, INDEMNITIES AND DEBIT RIGHTS

- 9.1 The Borrower shall bear, pay and reimburse the Bank for all present and future stamp, registration and other Taxes, expenses or charges which are or may be payable in connection with the acceptance, delivery, performance or enforcement of the Facility Documents; for all charges, expenses and costs (including legal) incurred by the Bank in relation to the granting, amendment or variation of the Credit Facilities or any Facility Document or in relation to recovery, termination, preservation of the Bank's rights, enforcement of the Credit Facilities or any Facility Document; reimburse the Bank for all losses and / or damages incurred or suffered by the Bank relating to Facility Documents / Credit Facilities (including, the preparation of, negotiation, modification(s) and/or enforcement) and any related and/or incidental documents, due to any breach by the Borrower of any term, condition or provision of the Credit Facilities / Facility Documents.
- 9.2 The Borrower shall indemnify the Bank against all losses, damages, claims, costs (including funding costs), expenses, charges, Taxes, proceedings and all other liabilities whatsoever including legal costs (on a full indemnity basis) which the Bank may incur as a result of:
- (i) anything lawfully done by the Bank when acting within the terms of any Facility Document/Credit Facilities;
 - (ii) any failure by any Obligor to perform or observe any of its obligations under any Credit Facilities/any Facility Documents;
 - (iii) the receipt or recovery by the Bank of all or any part of any sum otherwise than on the due date for payment of that sum under the relevant Credit Facilities or, as the case may be, the date on which interest is payable in connection with that sum under the relevant Credit Facility or the occurrence of any Event of Default;
 - (iv) any draft, cheque, promissory note, bill of exchange and other order for payment ("item") is or may be payable including, without limitation, each claim and liability arising or incurred by reason of the Bank's endorsement on such item, or whether arising or incurred by reason of forgery thereof or unauthorised signatures thereon or otherwise;
 - (v) delay or omissions to pay any such stamp, registration and similar Taxes or charges on Facility Documents.
 - (vi) Failure on part of the Borrower to comply with the Applicable Laws;
 - (vii) the Bank entering into and undertaking the transactions contemplated by the Facility Documents;
 - (viii) any enquiry, investigation, subpoena (or similar order) or litigation with respect to any Obligor in relation to any Facility Document or transaction contemplated thereunder;
 - (ix) breach of any of the terms, condition, statements, undertakings, representations and warranties of the Facility Documents by any of the Obligors, as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered or incurred by the Bank;
 - (x) any false or misleading information given by any Obligor to the Bank;
 - (xi) any Instructions (as given under clause 10) issued by the Borrower and received by the Bank or claimed to have been sent by the Authorised Person of the Borrower.

For ALLIED BLENDERS AND DISTILLERS LIMITED


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9.3 Notwithstanding anything contained in any Facility Document and without prejudice to any of the other rights of the Bank, the Bank reserves the right to and the Borrower hereby consents to, and hereby authorises the Bank to debit its Facilities Accounts with the Bank, at any time and for:

- (a) the principal, interest and all Dues under the Credit Facilities / Facility Document, charges, Fees, Indemnity / reimbursement obligation and all monies owed to the Bank; and/ or
- (b) any and all Dues, sums, obligations and liabilities (including insurance premiums, commission, service charges, interest, monies arising from the Credit Facilities, default interest, exchange expenses, banker's charges, fees, disbursements, costs and other expenses) owed or otherwise payable by the Borrower to the Bank. The Bank may make the necessary currency conversions at its usual rate of exchange.

Such debiting shall not be deemed to be a payment of the amount due (except to the extent of any amount in credit in the Borrower's current account) or a waiver of any Event of Default. If such debiting causes the Borrower's account to be overdrawn, Interest shall be payable accordingly.

10. INSTRUCTIONS

10.1 The Bank may, at its discretion, accept and act upon the Instructions/mandate received from the Borrower either by unattested telexes, email, Internet services and/or by any other mechanical or electronic mode ("Instructions"). The Instructions will be accepted only after specific arrangement with Borrower. In consideration of the Bank permitting the same, the Borrower hereby irrevocably agrees, confirms and undertakes with the Bank as under:

- (a) It is aware that transmission of Instructions through untested email, internet services involves number of risks including but not restricted to fraudulent alterations or transmissions and absence of confidentiality.
- (b) The Bank shall be entitled (without being bound to do so) to rely upon the Instructions provided (and believe the same to be genuine), for any of their requirements. In case of any question about the Instructions provided or received, the records of the Instructions received by the Bank shall be final and binding upon the Borrower.
- (c) The Borrower shall ensure that the Instructions provided are issued by a Person duly authorised by the Borrower (Authorised Persons) and Bank shall not be responsible for conducting any verification in this regard, whatsoever.
- (d) That the Bank shall not be bound to act on the Instructions received from the Borrower, if received beyond a certain cut off time, incomplete instructions, server issues and the same shall be at the Borrower's risk and the Bank shall not be liable for the consequences of any such refusal or omission to act or deferment of action.
- (e) The Borrower shall deliver on the same day or on immediate next day to the Bank the original Instructions in writing signed by the Authorised Person with a marking on the top "confirmation of the same". The Bank shall not be required to await receipt of the said Instruction in writing before taking any action in connection with the Instructions and the non-delivery and non-conformity of such Instruction in writing shall not in any manner prejudice to the Bank's right.
- (f) That the Bank is agreeing to act on any Instruction only by reason of, and relying upon these undertaking and indemnities contained in this Clause.

10.2 The Borrower understands that facsimile transmission lines and internet are not encrypted and that facsimile and internet are not secure means of transmission. The Borrower authorize the Bank to send them by fax, email all messages and statements relating to the facilities, all of which are being considered by the Borrower as conclusive evidence, and binding on the Borrower. The Borrower shall have no right to dispute or challenge the same. The Borrower shall bear the full responsibility and the risks involved resulting from such electronic transmission. The Borrower shall have no right of recourse to the Bank regarding any compensation for damages or losses directly or indirectly resulting from the technical defaults, malfunction or delay of such machines transmission, or its hacking by others.

11. EVIDENCE AND CALCULATIONS

11.1 Accounts maintained by the Bank in connection with the Facility Documents; and/or (b) A certificate signed by any of the Bank's officers or determination by the Bank of a rate under the Facility Document or as to the amounts at any time due or owing by the Borrower under the Facility Documents, shall be conclusive evidence as against the Borrower of the amounts so due or owing and / or of the matters to which they relate for the purpose of any litigation or arbitration proceedings.

For ALLIED BLENDERS AND DISTILLERS LIMITED


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12. BANKER'S LIEN AND RIGHT OF SET OFF:

- 12.1 In addition to all liens upon, and rights of set-off against the monies, securities or other property of the Borrower given to the Bank by law, the Bank shall have a lien upon and a right of set off against, all monies, securities and other property of the Borrower now or hereafter in the possession of or on deposit with the Bank whether held in a general or special account or deposit, or for safe keeping or otherwise; and every such lien and right of set-off may be exercised without demand upon or notice to the relevant Borrower. No lien or right of set-off shall be deemed to have been waived by any act or conduct on the part of the Bank, or by any neglect to exercise such right of set-off or to enforce such lien, or by any delay in so doing and every right of set-off and lien shall continue in full force and effect until such right of set-off or lien is specifically waived or released by an instrument in writing executed by Bank. In case of any deficit, the deficit amount may be recovered by the Bank from the Borrower.

13. DISCLOSURE:

- 13.1 The Borrower accepts, confirms and consents for the disclosure and sharing by the Bank of all or any information and data relating to the Borrower, the Credit Facilities, any other transactions that the Borrower has with the Bank, the Borrower's account, and the agreements and documents related to the Credit Facilities and transactions, including but not limited to information relating to default, if any, committed by the Borrower, in the discharge of the Borrower's obligations in relation to the Credit Facilities or other transactions, as the Bank may deem appropriate and necessary to disclose and furnish, to RBI and/or to any credit information company and/or to any other agency or body as authorized in this behalf by RBI, to other banks and lenders including assignees and potential assignees, to the Bank's head office, Subsidiary Company, Associate Companies and affiliates, to its professional advisers and consultants and auditors and to its service providers instructed by it in relation to the Credit Facilities, and/or as required under law or any applicable regulation, at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whom it customarily complies.
- 13.2 The Borrower accepts that the RBI or any credit information company and any other agency so authorized, any statutory, regulatory or supervisory authority or other lenders, may use, process, disseminate the said information and data disclosed by the Bank in such manner as deemed fit by them in any particular circumstances; and shall not hold the Bank at all responsible or liable in this regard.
- 13.3 The Borrower undertakes and covenants that it shall provide all information, including information regarding other credit facilities enjoyed by the Borrower as and when required by the Bank or as may be required as per the RBI guidelines issued from time to time and hereby agrees that the Bank may share all such information with other banks/financial institutions. The Borrower declares that the information furnished to the Bank from time to time is and shall be true and correct.
- 13.4 The Borrower hereby gives specific consent to the Bank for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('IBC') read with the relevant Regulations/ Rules framed under the IBC, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit Facilities availed from the Bank, from time to time, to any 'Information Utility' ('IU') as defined in Section 3 (21) of the IBC, in accordance with the relevant Regulations framed under the IBC, and directions issued by RBI to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank, as and when requested by the concerned 'IU'.
- 13.5 This Clause 13 is not, and shall not be deemed to constitute, an express or Implied agreement by the Bank with the Borrower for a higher degree of confidentiality than that prescribed under Banking Regulation Act, 1949 or extant regulations and guidelines prescribed from time to time. The rights conferred on the Bank in this Clause 13 shall be in addition to and shall not be in any way prejudiced or affected by any other agreement, expressed or Implied, between the Borrower and the Bank in relation to any Borrower's information nor shall any such other agreement be in any way prejudiced or affected by this Clause 13.

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14. NOTICE / COMMUNICATION:

Any notice or request to be given or made by Bank to the Borrower or any Obligor shall be in writing. Such notice or request shall be deemed to have been duly received by such Persons if it is given or made at the mailing address/postal address last known to the Bank and/or the address as stated in the Schedule 1 hereunder. Further, the Borrower undertakes and agrees to inform immediately, in case of any change in its last communicated address to the Bank. All notices sent by Bank to the Borrower or any Obligor shall be deemed to have been received by all the party to whom it is addressed: (a) if given by post (including by ordinary or registered post with acknowledgement due) on the expiration of 3 (Three) days after the same shall have been delivered to the post office; (b) if given by courier on the expiration of 2 (Two) days after the same shall have been handed-over to the courier agency; (c) if given by telegram, on the expiration of 24 (twenty four) hours after the telegram shall have been delivered to the telegraph office; (d) if delivered personally, when left at the address of the Borrower or any Obligor as aforesaid, and a certificate by an officer of the Bank who sent such notice or communication that the same was so given or made shall be final and conclusive; (e) if given by electronic communication, sent on the electronic communication provided by the Borrower or any Obligor to the Bank.

Any notice to be sent to the Bank by the Borrower or any Obligor shall be sent in writing to the registered office of the Bank or any such designated office notified by the Bank to the Borrower/the Obligors. Any notice addressed to the Bank shall be deemed to be received by the Bank when the Bank shall have actually received it.

15. INTER-BRANCH TRANSFER

The Borrower hereby agrees that the Bank shall be at liberty to transfer all or any of the Credit Facilities Accounts of the Borrower from one branch to another branch of the Bank as per the administrative convenience of the Bank. The Bank shall with notice to the Borrower about the intended transfer of the such Facilities Accounts. The Borrower hereby agrees and confirms that such transfer of the Credit Facilities Account shall not be considered as closed and all the documents, guarantee(s), mortgages, securities and the charge of the Bank on the properties and assets created for the benefit of the Bank will continue unaffected until all the amounts remaining unpaid under the Credit Facilities under the Borrowers account so transferred to the other branch are repaid in full. The Borrower shall continue to enjoy the Credit Facilities on the same terms and conditions at the transferee branch.

16. AMENDMENT, WAIVER, FORBEARANCE AND PARTIAL INVALIDITY:

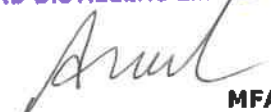
Save where otherwise expressly provided in this Master Facility Agreement (including the schedules, annexures, and appendices hereto), this Master Facility Agreement may not be amended, supplemented or modified unless made in writing and duly executed by all Parties and no term or condition thereof may be waived without the consent of the Bank. No delay in exercising or omission to exercise, any right, power or remedy accruing to the Bank upon any default under this Master Facility Agreement or any Facility Documents, shall impair any right, power or remedy or shall be construed as a waiver or forbearance thereof or any acquiescence in such default will affect or impair any right, power or remedy of the Bank in respect of any other default.

If, at any time, any provision of the Facility Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

17. BANK'S RIGHT TO ASSIGN:

- 17.1 The Borrower expressly recognizes and accepts that the Bank shall be absolutely entitled and have full power and authority to sell, assign, novate or transfer in any manner, in whole or in part, and in such manner and on such terms as the Bank may decide, (including reserving a right to the Bank to retain its power thereunder to proceed against the Borrower on behalf of the purchaser, novatee, assignee or transferee) any or all outstanding and said Dues of the Borrower to any third party of the Bank's choice without any further reference or prior consent of the Borrower. Any such action and any such sale, assignment, novation, or transfer shall bind the Borrower to accept such third party as creditor exclusively or as a joint creditor with the Bank as the case may be. Any cost in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstanding and said Dues, shall be to the account of the Borrower.

For ALLIED BLENDERS AND DISTILLERS LIMITED


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17.2 **Subordination:** The Borrower does hereby agree declare confirm and undertake that all loans, advances, and other monies advanced by its group companies/ associates/ the directors/ partners/members/trustees, and/or their friends and relatives or any of them shall stand and be regarded as subordinate debt in relation to the Credit Facilities hereby granted. The Borrower does hereby further declare and undertake that he/she/It shall not repay any of such loans and advances in whole or in part or pay any interest thereon until such time as the entire outstanding of the Bank under and in pursuance of the Credit Facilities and/or this Master Facility Agreement are repaid in full.

17.3 **Inter Bank Participation:** The Borrower hereby expressly and unconditionally agrees that notwithstanding anything to the contrary contained in any of the Facility Documents, that during the subsistence of the Credit Facilities, the Bank shall have the liberty to shift, at its discretion, without notice to the Borrower, from time to time a part or portion of the outstandings in the limit/s of the Credit Facilities (hereinafter referred to as the "Participation") to one or more scheduled commercial banks (hereinafter referred to as the "Participating Bank/s") and the Participation shall be governed by the terms of the UNIFORM CODE GOVERNING INTER BANK PARTICIPATIONS, 1988 which the Borrower has read and understood, and all amendments thereto, from time to time. The Participation shall not affect the rights and obligations, inter se, the Borrower and the Bank in respect of the Credit Facilities, in any manner whatsoever. Such Participation shall be available to the Bank, for and in respect of all additional/ further limits under the Credit Facilities, without any confirmation/ consent of or any reference to the Borrower in that behalf. The Borrower shall not have and shall not claim any privity of contract with any such Participating Banks under the Participation and the Bank shall and shall continue to represent the Participating Banks in all respects and for all matters arising out of/relating to the Participation.

18. CONFIDENTIALITY

Unless specified by the Bank to the contrary, all the contents of this Master Facility Agreement, Schedules, Annexures and Addendums including the terms and conditions of the Credit Facilities availed, pricing related information shall be treated confidentially ("Confidential Information") by the Borrower at all times. Unless specified to the contrary hereto, Confidential Information shall not be disclosed directly or indirectly, in any manner whatsoever, in whole or in part, without written consent of the Bank. The provisions of this clause shall survive for a period of two (2) years from the date of termination of the Master Facility Agreement.

19. CO-BORROWER

In case there are more than one Borrower(s), each one shall be deemed to have made this Master Facility Agreement individually and in case of more than one, all of them agree to liabilities hereunder jointly and severally and the term 'Borrower(s)' shall include his/her/their respective heirs, executors, administrators and legal representatives and permitted assigns.

20. SEVERABILITY

If any provision of this Master Facility Agreement is illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions which will remain unaffected.

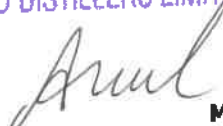
21. RECORDS

The Bank has a right to hold all the documents executed pursuant to this Master Facility Agreement and the Sanction Letter and any other information exchanged between the Bank and the Borrower under this Master Facility Agreement for a period of ten (10) years from the date of termination of this Master Facility Agreement or as may be specified from time to time for fulfilling any regulatory obligations including anti-money laundering related requirements.

22. GOVERNING LAW AND JURISDICTION

This Master Facility Agreement and the Facility Documents shall be construed and governed in accordance with the laws of India. The Borrower does hereby irrevocably submit itself to the exclusive jurisdiction of the courts and tribunals situated at the place as mentioned in the Schedule 1 hereto. The Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of this Master Facility Agreement in any other court, tribunal or other appropriate forum and the Borrower hereby consents to that jurisdiction.

For ALLIED BLENDERS AND DISTILLERS LIMITED


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23. SIGNATORIES

The Borrower confirms that the signatories executing this Master Facility Agreement hold all the necessary approvals, authorizations and permissions to transact on their respective behalf.

24. SANCTION LETTER, SCHEDULE, ADDENDUMS AND ANNEXURE TO FORM PART OF AGREEMENT

- 24.1 The Bank and the Borrower agrees that all the terms and conditions including but not limited to the limits specified in respect of any particular facility under the Credit Facilities contained in the Sanction Letter (including any amendments thereto), any Addendums and the modifications, changes, substitutions effected thereto from time to time shall form part and parcel of this Master Facility Agreement and in the case of any repugnancy or inconsistency between the 1) Sanction Letter, 2) any Addendum, or 3) this Master Facility Agreement, the terms mentioned in Sanction Letter shall prevail.
- 24.2 The Sanction Letter, Addendums, schedule and annexure hereto shall be deemed to be part of this Master Facility Agreement as though the provisions thereof were set out herein.

For ALLIED BLENDERS AND DISTILLERS LIMITED


Director / Authorised Signatory

SCHEDULE 1

Place of execution	Delhi
Date of execution	13-09-2023
Details of Sanction Letter	Dated 30.06.2023 bearing reference no IBL/CCBG-Corporate Banking (Mid Corporates)-WEST/SLR-19203/FY 23-24, Ref. No. IBL/CAD/706/2023-24 dated 03.07.2023, Ref. No. IBL/CAD/707/2023-24 dated 03.07.2023 and Ref. No. IBL/CAD/1271/2023-24 dated 06/09/2023 addressed by the Bank to the Borrowers(s) (as may be amended, modified or supplemented from time to time).
Details & address of the Bank	IndusInd Bank Limited, Dilshad Garden Metro Station, Ground Floor, Gate No. 2, New Delhi - 110095
Overall Limit	Sales Bills Discounting - Sales Invoice Discounting of Rs. 55,00,00,000.00 (Rupees Fifty Five Crore Only)
Details of Borrower	Name: Allied Blenders and Distillers Limited , a company incorporated under the Companies Act, 1913 / 1956/ 2013, and its successors and permitted assigns will be deemed to be included. Registered Address : 394-C Lamington Chambers Lamington Road, Mumbai - 400004, Maharashtra Corporate Address : First Floor, A-66, DDA Shed, Okhla Industrial Area Phase-II, New Delhi, New Delhi, Delhi, 110020, India. CIN : U15511MH2008PLC187368 PAN : AAACY3846K and its successors and assigns will be deemed to be included.
Promoters of the Borrower	Mr. Kishore R. Chhabria, Mr. Resham Chhabria, Mrs. Bina K. Chhabria
Details of the Security Provider	Name: Allied Blenders and Distillers Limited , a company incorporated under the Companies Act, 1913 / 1956/ 2013, and its successors and permitted assigns will be deemed to be included. Registered Address : 394-C Lamington Chambers Lamington Road, Mumbai - 400004, Maharashtra Corporate Address : First Floor, A-66, DDA Shed, Okhla Industrial Area Phase-II, New Delhi, New Delhi, Delhi, 110020, India. CIN : U15511MH2008PLC187368 PAN : AAACY3846K and its successors and assigns will be deemed to be included.
Calculation of rate of Interest	Interest Rate shall be calculated with reference to the benchmark rate and shall comprise of benchmark rate plus Margin (as mentioned in the Sanction Letter or as may be agreed with the Bank from time to time)
Interest period	As per Sanction
Contact Details	The Borrower: Address: Ashford Centre, 3rd and 4th Floor, Shankarrao Naram Marg, Lower Parel (West), Mumbai - 400 013 Attention: Mr. Aneel Saraf Email: aneelsaraff@abdindia.com Mobile : 9820098333 The Bank: Address: 11th Floor, Tower 1, One World Centre, 841, S.B. Marg, Prabhadevi, Mumbai - 400 013. Attention: Abhishek Jain Email: jain.abhishek@indusind.com Mobile: 9920691619

For ALLIED BLENDERS AND DISTILLERS LIMITED

Stamp
Director / Authorised Signatory

For ALLIED BLENDERS AND DISTILLERS LIMITED

Director / Authorised Signatory

For ALLIED BLENDERS AND DISTILLERS LIMITED

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For ALLIED BLENDERS AND DISTILLERS LIMITED

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For ALLIED BLENDERS AND DISTILLERS LIMITED

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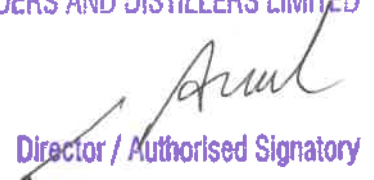
FOR ALLIED BLENDERS AND DISTILLERS LIMITED

Additional Conditions Precedent	As per Sanction
Additional Conditions Subsequent	As per Sanction
Additional Representations	As per Sanction
Additional Covenants	As per Sanction
Additional Event of Default	As per Sanction
Security	As per Sanction
Jurisdiction / Courts/ Tribunals	Delhi

Director / Authorised Signatory



For ALLIED BLENDERS AND DISTILLERS LIMITED



Director / Authorised Signatory

SCHEDULE 2

REPRESENTATIONS AND WARRANTIES

1. The Borrower represents, warrants, confirms and undertakes that so long as the amounts due under Facility Documents shall remain outstanding, it will and shall ensure that each Obligor will, unless the Bank waives compliance in writing:
 - a) Where the Borrower is Company, it maintains its corporate existence and obtain, complies with the terms of and do all that is necessary to maintain in full force and effect all authorizations, approvals, licenses and consents required to enable it to lawfully carry on its business; where the Borrower is a body corporate duly constituted and incorporated under the laws of India; where the Borrower is a Partnership Firm, it is a partnership firm within the meaning of the Indian Partnership Act, 1932; and is competent to contract and enter into his/her/its obligations under this Master Facility Agreement; where the Borrower is Limited Partnership Firm duly constituted and incorporated under Limited Liability Partnership Act, 2008.
 - b) Obtain and comply with all authorizations, approvals, licenses and consents if any required to enable it to enter into and perform its obligations under the Facility Documents and to ensure the legality, validity, enforceability or admissibility in evidence of the Facility Documents and do all that is necessary to maintain the same in full force;
 - c) inform the Bank of any material litigation, arbitration, administrative, governmental, regulatory, or other investigations or other proceedings, requisition or disputes which affect the Borrower, forthwith upon such proceedings being instituted or potential proceedings;
 - d) promptly inform the Bank of any occurrence of which it becomes aware which might adversely affect the Borrower or affect its ability to perform its obligations under the Facility Documents;
 - e) promptly inform the Bank of the occurrence of any Event of Default and of the steps being taken to remedy the same and will, from time to time, if so requested by the Bank, confirm to the Bank in writing that save as otherwise stated in such confirmation, no default has occurred and is continuing;
 - f) furnish all information required under the information covenants as more particularly described in the Sanction Letter.
2. Neither the execution and delivery hereof and of the Facility Documents by the Borrower nor the performance or observance of any of obligations of the Borrower hereunder or under any other Facility Documents shall:
 - a) conflict with or result in any breach of law, statute, rule, order, trust, agreement or other instrument, arrangement, obligation or duty by which the Borrower is bound; or
 - b) cause any limitation on any of the powers whatsoever of the Borrower however imposed.
3. there are no charges, mortgages, pledges or liens in respect of any of its property(ies) or assets charged, mortgaged or encumbered or proposed to be charged, mortgaged or encumbered in favour of the Bank except as has been previously disclosed to the Bank in writing.
4. The Borrower has all the requisite legal power and authority to execute the Facility Documents and to carry out the provisions of the same and will not contravene any provision of, or constitute a default under, any other arrangement or instrument to which it is a part or by which it or its property may be bound. None of the Obligor is in default under any Applicable Law, rule, regulation, order, mortgage, trust, instrument, agreement or other instrument, arrangement, obligation or duty by which each of the Obligors are bound.
5. The Borrower and each of the other Obligor is of good financial standing and in a position to meet its ongoing obligations and:
 - a) has not been served with or (likelihood with) a notice of insolvency or bankruptcy; and

For ALLIED BLENDERS AND DISTILLERS LIMITED


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- b) no petition has been filed or action initiated by the Borrower/other Obligor or any of the Borrower's/any other Obligor's creditors or any outside party towards the Borrower's/any other Obligor's insolvency or bankruptcy under the Companies Act, 2013 or the Insolvency and Bankruptcy Code, 2016 or any other similar legislation in force; and
- c) no steps have been taken for the liquidation, winding up or dissolution or insolvency of the Borrower/other Obligors or for the appointment of a receiver, trustee or similar officer in respect of the Borrower/other Obligors or their assets.
6. The Borrower, its directors or promoters or partners or guarantors or affiliates do not figure in any list of willful defaulters circulated by RBI / any credit information company or the caution list of the Export Credit Guarantee Corporation or the specific approval list or Conservation of Foreign Exchange and Prevention of Smuggling Activities Act defaulters list or the Bank's defaulters list or the defaulter list of any bank or financial institution or any other government authority and no director of the Borrower is disqualified under Section 164 of the Companies Act, 2013. The Borrower confirms that none of the directors/partners/trustees/members of the Borrower are directors/partners/trustee/members in any company/firm/trust/society/association of Persons which has been identified as a willful defaulter by the RBI/ any credit information company or any regulatory authority. The Borrower shall not induct a Person in the capacity of director / promoter/partner/trustee/member who is a director / partner / member / trustee of a company / firm / association of Persons / trust/society as the case may be, identified as willful defaulter. In the event such a Person is found to be a director / partner / member / trustee of a company / firm / association of Persons / trust, as the case may be, identified as willful defaulter, the Borrower shall take expeditious and effective steps for removal of such Person.
7. No material litigation or administrative or arbitration proceedings of or before any court, governmental authority or arbitrator is presently taking place pending or potential proceedings against the Borrower or any other Obligor against any of the assets of the Borrower or any other Obligor. In case, any litigation has been initiated against the Borrower or Obligor then the Borrower agrees and undertakes to intimate about such litigation to the Bank immediately.
8. The Borrower and each Obligor is generally subject to civil and commercial law and legal proceedings and neither it nor any other Obligor nor any of the Borrower's or Obligor's assets or revenues are entitled to any immunity or privilege (sovereign or otherwise) from any suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process.
9. This Master Facility Agreement and all other Facility Documents have been duly stamped in accordance with, the relevant stamp law, and all duties or other similar Taxes in connection therewith have been paid in full.
10. All information and documents provided by the Borrower/any other Obligor are true, complete and accurate in all material respects and are not false or misleading nor incomplete by omitting to state any fact necessary for the Bank to make its decision with regard to disbursement of the Credit Facilities.
11. The Borrower hereby declares as follows:
- (a) at the date hereof (1): where the Borrower is an individual /proprietor(s)) none of the Directors of the Bank or their Relatives is his / her business partner or guarantor or relative; (2): where the Borrower is a partnership firm or limited liability partnership none of the Directors of the Bank or their Relatives is interested in the firm as partner, manager, employee or guarantor; (3): where the Borrower is a company or a corporation none of the Directors of the Bank or their Relatives, is interested in the company/corporation or in its Subsidiary or holding Company as director, managing agent, manager, employee or guarantor or holder of Substantial Interest;
- (b) at the date hereof (1): where the Borrower is an Individual/(proprietor(s)) he / she is not a Director of Other Banks or Relative of a Director of the Bank or of Director of Other Banks; (2): where the Borrower is a partnership firm or limited liability partnership) none of the Directors of Other Banks or Relative of a Director of Other Banks is interested in the firm as partner or guarantor; and (3): where the Borrower is a company or a corporation, none of the Directors of Other Banks or Relative of a Director of Other Banks, is interested in the company / corporation as director or guarantor or holder of Substantial Interest;

For ALLIED BLENDEES AND DISTILLERS LIMITED


Authorised Signatory

- (c) at the date hereof: (1); where the Borrower is an individual/(proprietor(s)) the Borrower is not a Relative of any senior officer of the Bank; (2): where the Borrower is a partnership or limited liability partnership, none of its partners is a Relative of any senior officer of the Bank and none of the senior officers of the Bank or their Relatives is interested in the firm as partner or guarantor or holder of Substantial Interest; and (3): where the Borrower is a company or a corporation, none of its directors, is a Relative of any senior officer of the Bank and none of the senior officers of the Bank or their Relatives, is interested in the company/ corporation as director or guarantor or holder of Substantial Interest;
12. No Event of Default or potential event of default has occurred and/or is in existence or continuing.
 13. All transactions entered into by the Borrower with any related party or any other Person are on an arm's length basis.
 14. The Borrower acknowledges that the Bank has obligations under the Anti-Bribery and Corruption Laws to amongst other things, ensure that it:
 - i. does not provide certain products to any person unless that person has been identified in accordance with Anti-Bribery and Corruption Laws;
 - ii. does not open or conduct any transaction on an account unless the person on whose instructions it acts has been identified in accordance with Anti-Bribery and Corruption Laws; and
 - iii. monitors certain types of transactions and reports certain types of activity.
 15. The Borrower is not in violation of the provisions of Anti-Bribery and Corruption Laws.
 16. The Borrower shall inform the Bank in the event:
 - a) Any financial obligation of the Borrower or its Subsidiary Company (ies) and Associate Company (ies), is not paid when due or within any originally applicable grace period.
 - b) Any financial obligation of the Borrower or its Subsidiary Company (ies) and Associate Company, is declared to be or otherwise becomes due and payable prior to its specified maturity or is cancelled or suspended as a result of an event of default (however described) in the relevant finance or loan documentation.
 - c) Any creditor of the Borrower or any of its Subsidiary Companies/ Associate Companies, becomes entitled to declare any financial obligation due and payable prior to its specified maturity as a result of an event of default in the relevant finance or loan documentation.
 17. The Borrower shall ensure that at all the times the payment obligations under the Facility Documents rank at least equally with all its other secured creditors.
 18. this Master Facility Agreement and other Facility Documents are legal, valid and binding obligation of the Borrower(s), enforceable against it in accordance with their respective terms.
 19. The Borrower has and shall continue to have the necessary powers to enter into this arrangement and do all things incidental thereto and the Bank shall not be bound to enquire into the power of the Borrower and the Security offered, if any, shall not be affected by reason of any absence of or deficiency or excess or irregularity in the exercise of any powers of the Borrower.
 20. The Borrower confirms the absence of any Material Adverse Effect in the business, material litigation, regulation condition (financial or otherwise), operations, performance, properties or prospects of the Borrower or any change in the respective representations and warranties made by the Borrower in any of the Facility Documents.
 21. The Borrower shall be deemed to repeat the representations and warranties above on the day of signing of the Sanction Letter, each utilization date, on the date for payment of each installment of Interest with reference to the circumstances then existing.
 22. Such additional representations as may be specified in the Schedule 1 hereto.

For ALLIED BLENDERS AND DISTILLERS LIMITED


Director / Authorised Signatory

Director / Authorised Signatory

FOR ALLIED BLENDEERS AND DISTILLERS LIMITED

IN WITNESS WHEREOF the Parties have executed this Master Facility Agreement on the day and the year first hereinabove written,

Signed and Delivered by Borrower within named Borrower, **Allied Blenders and Distillers Limited** Through its Authorized Signatory,

(1) *Aneel Saraff*

(2)

In pursuance to the Resolution of its Board of Directors passed in that behalf on the 03 day of July, 2023

For ALLIED BLENDEERS AND DISTILLERS LIMITED

Aneel
Director / Authorised Signatory

Signed and Delivered by the Bank, **IndusInd Bank Limited**)
By the hand of its Authorized Signatory)

Place: *Delhi*
Date: *13.09.2023*
Name: *Rupak Jain*
ECN No. *90293*

For INDUSIND BANK LIMITED

Rupak Jain
Authorised Signatory