

FOR AXIS BANK LTD.

Authorized Signatory
BKC Branch

AXIS BANK LTD.
Fortune 2000 Building,
Bandra Kurla Complex,
Mumbai-400 051.
D-5/STP(V)/C.R.1044/03/06/71/
74/2008

CCD 21

4TH SUPPLEMENTAL DEED OF HYPOTHECATION

This SUPPLEMENTAL DEED OF HYPOTHECATION made at Mumbai on 26/7/2011 by M/s Allied Blenders and Distillers Pvt Ltd., a Company incorporated under Companies Act 1956 and having registered office at 394/C, Ground Floor, Lamington Chambers, Lamington Road Mumbai 400004 through its authorized signatory MR. R. RAMASWAMY (hereinafter referred to as the "Borrower", which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns)

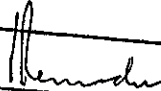
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For ALLIED BLENDERS AND DISTILLERS PVT. LTD.

Authorized Signatory(ies).

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दस्तावा प्रकार (Nature of Document)	
दस्त नोंदणीचा तपशिल (Registration Details) If Registrable Name of S.R.O..	Registrable / Non Registrable
दस्तावा सुनिक नंबर (Franking Unique No.)	36420
मिळकतीचे छोटक्यात वर्णन (Property Description in brief)	
संयकता रक्कम (Consideration Amount)	
मुद्राचे वापरकर्त्याचे नाव पदाकार-१ नांव (Stamp Purchasers Name)	
दस्तावात दुसऱ्या पक्षाकराचे नाव (Name of other Party)	
दस्तावा वापरकर्त्याचे नाव व पत्ता (Name & Address)	
मुद्राचे वापरकर्त्याचे रक्कम (Stamp Duty Amt.) (Amount in words)	
आधिकार्याची पूर्ण स्वाक्षरी व शिक्का (Authorized Person's full Signature & Seal)	

IN FAVOUR OF

Axis Bank Ltd, a body corporate, constituted under Company's Act 1956, carrying on the Banking business in terms of the licence issued by Reserve Bank of India under the provisions of Banking Regulation Act, 1949 and having its registered office at "Trishul", Opp Samartheshwar Mahadev Temple, New Law Garden, Ellisbridge, Ahmedabad 380009 and a Corporate Banking Branch at Ground Floor, Axis House, Bombay Dyeing Mills Compound, P B Marg, Worli, Mumbai – 400025 (hereinafter referred to as the "Bank", which term shall unless it be repugnant to the subject or context thereof include its successors and assign)

Whereas

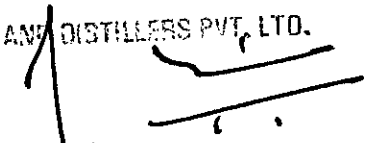
1. In consideration of the Borrower having been sanctioned certain Credit Facilities, the Borrower had executed the Security documents, as and by way of security for the due repayment and redemption of the credit facilities so granted more particularly detailed in the table below, (hereinafter referred to as the "Principal Credit Facilities") and hypothecated in favour of the Bank the assets more particularly described in the Schedule (hereinafter referred to as the "Hypothecated Assets") inter alia to secure the said credit facility of Rs. 25,00,00,000/- granted to the Borrower vide its sanction letter no. Axis/MC-II/VSS/O296/2007-08 dated 02.02.2008 vide Deed of Hypothecation dated 28.02.2008, together with interest, additional interest, compound interest, commissions, pre-payment charges, costs, charges, expenses and all other monies payable by the Borrower to the Bank.

Limit	Amount	Details of Security Documents
Working Capital Demand Loan	Rs. 25,00,00,000/-	Composite Hypothecation Deed dated 28.02.2008
TOTAL	Rs. 25,00,00,000/-	

WHEREAS by a Supplemental Hypothecation Deed dated 27.05.2009 executed by the Borrower, the Borrower has hypothecated in favour of the Bank as and by way of security for the enhanced credit facilities aggregating to Rs. 45,00,00,000/-, the Hypothecated Assets for due repayment to the Bank of the outstanding balance in the enhanced credit facilities together with interest, additional interest, compound interest, premia on pre-payment, costs, charges, expenses and all other monies payable by the Borrower to the Bank.

WHEREAS by a 2nd Supplemental Hypothecation Deed dated 21.01.2010 executed by the Borrower, the Borrower has hypothecated in favour of the Bank as and by way of security for a enhanced credit facilities aggregating to Rs. 50,00,00,000/-, the Hypothecated Assets for due repayment to the Bank of the outstanding balance in the enhanced credit facilities together with interest, additional interest, compound interest, premia on pre-payment, costs, charges, expenses and all other monies payable by the Borrower to the Bank.

WHEREAS by a 3rd Supplemental Hypothecation Deed dated 18.06.2010 executed by the Borrower, the Borrower has hypothecated in favour of the Bank as and by way of security for a enhanced credit facilities aggregating to Rs. 71,00,00,000/-, the Hypothecated Assets for due repayment to the Bank of the outstanding balance in

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the enhanced credit facilities together with interest, additional interest, compound interest, premia on pre-payment, costs, charges, expenses and all other monies payable by the Borrower to the Bank.

(The Deed of Hypothecation dated 28.02.2008, the Supplemental Hypothecation Deed dated 27.05.2009, 2nd Supplemental Hypothecation Deed dated 21.01.2010 and 3rd Supplemental Hypothecation Deed dated 18.06.2010 are hereinafter collectively referred to as "the Principal Deed of Hypothecation".)

2. At the request of the Borrower, the Bank has vide its sanction letter no. AXISB/CO/MC-II/AK/O-189/11-12 dated 08.07.2011 agreed to further sanction additional Working Capital Credit facilities of **Rs. 7,50,00,000/-**, more particularly described in the said sanction letter.

The Borrower hereby agrees that the charge created on the Hypothecated Assets as specified in the Principal Deed of Hypothecation shall further stand extended for the enhanced Credit Facilities of **Rs. 7,50,00,000/-** so as to secure the aggregate Credit facilities of **Rs. 78,50,00,000/- (Rupees Seventy Eight Crores Fifty Lacs Only)** together with interest, additional interest, penal interest, commission, premia on pre-payment, costs, charges, expenses and all other monies payable by the Borrower to the Bank.

NOW IN CONSIDERATION of the above, the Borrower hereby agrees, records and confirms with the Bank as follows:

- i) This 4th Supplemental Deed of Hypothecation is and shall be supplemental to the said Principal Deed of Hypothecation and shall always be read in conjunction with the Principal Deed of Hypothecation and with all the agreements already executed.
- ii) Save and except as hereby expressly provided, nothing herein contained shall or shall be deemed to limit or prejudicially affect the rights and benefits created in favour of the Bank under the Principal Deed of Hypothecation.
- iii) The Borrower hereby agrees and declares that the said Hypothecated Assets, both present and future, hypothecated and charged in favour of the Bank by and under the said Principal Deed of Hypothecation shall be and shall continue to be charged in favour of the Bank as a continuing security by way of first charge for the due repayment on demand to the Bank of all monies including the principal sums, interest, costs, charges, expenses and other monies payable by the Borrower from time to time to the Bank in respect of or in any way concerning the aforesaid credit facilities agreed to be granted to the Borrower for the enhanced Credit Facility of **Rs. 78,50,00,000/- (Rupees Seventy Eight Crores Fifty Lacs Only)** on the terms and conditions contained in the said Principal Deed of Hypothecation as modified and enlarged by this 4th Supplemental Deed of Hypothecation.

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- iv) That all the covenants, terms and conditions to be observed and performed by the Borrower and all the rights and remedies conferred on the Bank by and under the said Principal Deed of Hypothecation and shall apply and extend to the enhanced Credit Facility limit of **Rs. 78,50,00,000/- (Rupees Seventy Eight Crores Fifty Lacs Only)** as if all the said terms and conditions and covenants and the said rights and remedies were incorporated herein.
- v) Interest on the Credit Facility shall be computed and debited to the Loan Account taking the basis of 365 days a year.
- vi) The Bank shall be entitled to recover from the Borrower the prepayment charges and other charges as per the sanctioned terms.

vii) Assignment and Transfer

The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Credit Facility and outstanding amounts under the Credit Facility or any other rights and obligations of the Bank under this Deed or any other document pursuant hereto to any person/entity in a manner or under or under such terms and conditions as the Bank may decide in its sole discretion without reference to or intimation to the Borrower.

The Borrower expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Credit Facility is sold or transferred as his lender and make the repayment of the Credit Facility to such person as may be directed by the Bank.

The Borrower shall not be entitled to directly or indirectly assign his rights or obligations under this Deed in part or in whole to any person.

viii) CIBIL disclosure clause

The Borrower understands that as a pre-condition, relating to grant of the enhanced Credit Facilities to the Borrower, the Bank requires consent of the Borrower of the credit facilities granted/to be granted by the Bank, for the disclosure by the Bank of information relating to the Borrower, any credit facilities availed of/to be availed by the Borrower, obligations as assumed by the Borrower in relation thereto and default, if any, committed in discharge thereof.

Accordingly, the Borrower hereby agrees and gives consent for the disclose by the Bank of all or any such:

1. information and data relating to Borrower;
2. the information or data relating to Borrower's obligations in any credit facility granted/to be granted by the Bank;
3. default, if any committed by Borrower in discharge of Borrower's such obligation;

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as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd.[CIBIL] and any other agency authorized in this behalf by the RBI.

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

The Borrower undertakes that –

1. CIBIL and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them and
2. CIBIL and other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks/Financial Institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.

viii) Save as varied and enlarged vide this Deed, the Principal Deed of Hypothecation shall remain in full force and effect.

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Schedule

Details of Hypothecated assets

- (A) All tangible movable machinery, plant machinery, fixtures, fittings other installation, cranes, furniture, computers and other accessories vehicles together with spares tools and accessories and all other articles lying on the premises or in the godowns of the Borrower or in the custody of any person who are third party manufacturer / mercantile agents of the Borrower or in the course of transit which may hereinafter be brought stored or be lying or upon the said premises of the borrower.
- (B) The whole of the Borrower's movable goods and assets both present and future and including but without prejudice to generality of the foregoing words all stocks of raw material work in progress semi-finished goods and finished goods, packing materials, consumable stores and spares etc., whatsoever situate and or transit whether now belonging to or that may at any time during the continuance of this security belong to the borrower or that may be held by any party any where to the order and disposition of the borrower.
- (C) All the present and future book-debts, outstanding monies, receivables claims bills, contracts, engagements and securities which are now due and owing or which may at any time hereafter during the continuance of this security become due and owing to the borrower in the course of its business by any person firm company or body corporate or by the Government of India or any state Government or Indian Railways or any Government Department or office or any Municipal or local or Public or Semi-Government body or authority whatsoever including those relating to the assets leased out and/or given on hire purchase basis.

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THE COMMON SEAL OF M/s Allied Blenders and Distillers Pvt. Limited having its registered office at 394/C Ground Floor, Lamington Chambers, Lamington Road, Mumbai 400004 has been hereunto affixed pursuant to the resolution of its Board of Directors passed at the Meeting held on 21/2/11 in the presence of

1) Mr. R. RAMASWAMY

2) Mr. _____

the Director and the _____, who have in token thereof, subscribed their signature hereto

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