

FACILITY AGREEMENT

This **Facility Agreement** made on the day, month, year and place set out in **Schedule I** between the person(s) specified as Borrower(s) named in **Schedule I**, of the **ONE PART**;

AND

ICICI BANK LIMITED, a company within the meaning of Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949, having its registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Gujarat - 390 007 and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai, Maharashtra - 400 051 and amongst others, a branch/office at the place specified in **Schedule I** ("**ICICI Bank**" or "**Bank**", which expression shall, unless it be repugnant to the subject or context, include its successors and assigns) of the **OTHER PART**.

ARTICLE I – DEFINITIONS & INTREPRETATIONS

1.1 DEFINITIONS

In this Facility Agreement (as amended from time to time, "**Facility Agreement**"), unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings:

"Additional Interest" means the interest payable or paid by the Borrower(s) as per the terms of this Facility Agreement at the rate set out in the Sanction Letter and **Schedule I** hereto;

"Applicable Rate of Interest" refers to Fixed Rate of Interest or Semi-Fixed Rate of Interest or the Adjustable Rate of Interest applicable to the Facility as opted by the Borrower(s), at which rate the Bank will compute the interest on the Facility, as set out in **Schedule I** hereto;

"Application" means the application for availing Facility, whether in an electronic form or physical form, of the Borrower(s) submitted to the Bank for availing a loan and where the context so requires, all other information and documents submitted by the Borrower(s) to the Bank;

"Borrower(s)" means the person(s) specified as Borrower(s) and/or any co-borrower(s)/ co-applicant(s) as named in the **Schedule I** hereto and shall, as the subject or context may permit or require, mean any or each of them. The expression "Borrower(s)" shall, unless it be repugnant to the subject or as the context may permit or require, include, (i) in the case of a company, limited liability partnership or a society registered under the applicable laws relating to societies, its successors and permitted assigns, (ii) in the case of a partnership firm within the meaning of the Indian Partnership Act, 1932, any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm; (iii) in the case of a proprietary concern, the proprietor / proprietress (both in his / her personal capacity and as proprietor / proprietress of the concern) and his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the concern, (iv) in the case of a joint HUF, the Karta of the joint HUF and any or each of the adult members / coparceners of the joint HUF and the survivor(s) of them and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors (v) in the case of an individual, his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns; (vi) in the case of a trust, the trust / trustee(s) for the time being, its successors and permitted assigns;

"Borrower(s)' Dues" means and includes the outstanding principal amount of the Facility, interest on the Facility, Additional Interest, all fees, costs, charges, expenses, and all other sums whatsoever payable by the Borrower(s) to the Bank in accordance with the Transaction Documents;

"Business Day" means a day on which the relevant branch office of the Bank is open for normal business transactions;

"Due Date(s)" means the date(s) on which any amounts in respect of the Borrower(s)' Dues including the principal amounts of the Facility, interest and/or any other monies, fall due for payment as specified in the Transaction Documents;

"Event of Default" means the events or circumstances as specified in **Article-VI** of this Facility Agreement;

"External Benchmark Rate" shall mean the benchmark rate as published by Reserve Bank of India ("**RBI**") or any other permitted authority and as adopted by the Bank from time to time;

“Facility” means the principal amounts of loan(s)/the financial assistance/s/ (including its sub-limits), provided/agreed to be provided to the Borrower(s) by the Bank not exceeding in the aggregate the amount(s) as have been set out in **Schedule I** hereto against each of the loan(s)/ financial assistance/s, or so much thereof as may be outstanding from time to time including principal, interest, Additional Interest, all fees, costs, charges, expenses, and all other sums whatsoever payable by the Borrower(s) to the Bank. The expression “Facility” shall mean any or each of such Facility;

“Indebtedness” means any indebtedness whatsoever of the Borrower(s) at any time for or in respect of monies borrowed, contracted or raised (whether or not for cash consideration) or liabilities contracted by whatever means (including under guarantees, indemnities, acceptance, credits, deposits, hire-purchase and leasing);

“Material Adverse Effect” means an event that may, in the opinion of the Bank, impair the financial condition of the Borrower(s) or the ability of the Borrower(s) to perform or comply with its obligations under the Transaction Documents or adversely affect the property or condition of the property provided as security to secure the Facility;

“Money Saver Account” means an account in a form of an overdraft, opened in the Borrower(s)’ name, in which the Facility limit will be set up by the Bank and, in which the Borrower(s) may deposit a sum of money so as to avail interest saving on the outstanding Facility amount. The interest in the Money Saver Account shall be calculated on the outstanding Facility amount less the funds desposited in the Money Saver Account (**“Interest Benefit”**);

“Monthly Instalment” means the instalments payable by the Borrower(s) to the Bank on monthly basis to amortize the Facility, of such amount as may be determined by the Bank from time to time under the Facility Agreement and comprises of both principal amount of the Facility and interest thereon, as more particularly described in the **Schedule I** hereto and are subject to revision from time to time. Such Monthly Instalment may either be equated or otherwise. For the purpose of repayment of the Facility in the form of Money Saver Account, principal and interest may be charged/debited separately on different dates to the Borrower(s)’ Money Saver Account;

“Overdraft Account” means the operative account under which Overdraft Facility limit will be set up/disbursed.

“Overdraft Facility” means the amount of the overdraft sanctioned / granted by the Bank to the Borrower(s), in the Overdraft Account, not exceeding in the aggregate, the amount specified hereinafter which may include either **‘Drop Line Overdraft’** Facility wherein the amount of overdraft limit shall be reduced every month/year (as applicable)or **‘Staright Line Overdraft’** Facility wherein the amount of overdraft limit remain constant till the end of the tenure of the overdraft or a **combination of Drop Line Overdraft** Facility plus **Straight Line Overdraft** Facility wherein the amount of overdraft limit will remain constant for certain part of the tenor of the Facility, post which, the amount of overdraft limit shall be reduced every month/year (as applicable) unless changed by the Bank.

“Pre Monthly Instalment Interest (PMII)” means interest payable by the Borrower(s) on the Facility from the date/respective dates of disbursement of the Facility up to the date immediately prior to the date of commencement of the first Monthly Instalment;

“Property(ies)” means the immovable property(ies) set out in **Schedule I** hereto;

“Sanction Letter” means the letter, if any, issued by the Bank, whether in physical or electronic form, sanctioning the Facility to Borrower(s) including any amendments thereto, from time to time;

“Spread” means the margin applicable on the Facility linked to the Adjustable Rate of Interest or Semi-Fixed Rate of Interest. The Spread may vary from time to time in accordance with this Facility Agreement and the applicable laws/ regulations;

“Transaction Documents” include Application, Sanction Letter, the Facility Agreement, security documents, most important information/ key fact statement, welcome letter, all writings, other agreements, instruments, undertakings, indentures, deeds, writings and other documents whether for guarantee and/or security, and other documents executed or entered into, or to be executed or entered into, by the Borrower(s) or, as the case may be, any other person, or any other document executed or issued by the Bank in relation, or pertaining, to the Facility and each such Transaction Documents as amended from time to time;

“Website” shall mean *www.icicibank.com*.

1.2 CONSTRUCTION

In this Facility Agreement, unless the contrary intention appears:

- (a) in the event of any disagreement or dispute between the Bank and the Borrower(s) regarding the materiality, likelihood, or reasonableness of any matter arising out of the Transaction Documents, the opinion of the Bank shall be final and binding on the Borrower(s);

- (b) Sanction Letter forms an integral part of this Facility Agreement and by signing this Facility Agreement, the Borrower(s) agrees and accept the terms of the Sanction Letter issued by the Bank.
- (c) Clauses headings are inserted for sake of convenience only and shall not affect the interpretation of the provision thereof

ARTICLE II - AMOUNT AND TERMS OF FACILITY

2.1 AMOUNT

- (a) At the request of the Borrower(s) the Bank has agreed to lend to the Borrower(s), at its sole discretion, a sum not exceeding the amount (specified in **Schedule I**), on the terms and conditions contained herein and for the purpose specified in **Schedule I ("Purpose")**.
- (b) If, at the request of Borrower(s), any or all part of Facility is granted in the form of Money Saver Account, then such facility shall also be governed by the specific terms applicable to Money Saver Account specified in **Schedule II** and shall be read in conjunction with and as part of the Facility Agreement.
- (c) The Borrower(s) acknowledges that Bank reserves the right to reduce the sanctioned amount of the Facility or cancel the Facility including the outstanding undrawn commitments at any time during the currency of the Facility, and that the Bank shall endeavor to provide notice to the Borrower(s).
- (d) The Facility shall be availed by the Borrower(s) within the period as more particularly set out in the **Schedule I** hereto (**"Availability Period"**). The Bank may, at its sole discretion, modify/extend the Availability Period. Unless the Bank otherwise agrees, the right of the Borrower(s) to avail the Facility shall cease on the expiry of the Availability Period. If the full disbursement is not made within the Availability Period, the aggregate amounts disbursed to the Borrower(s), if any, up to such date shall, at the discretion of the Bank, be deemed to be the Facility amount and the Bank shall not be required to advance / disburse any further amounts and the Monthly Instalment shall commence forthwith. In such an event, irrespective of the Facility amount as mentioned in the **Schedule I** hereto, the amounts advanced so far shall be deemed to be the Facility for the purpose of this Facility Agreement. In any case whatsoever, no part of the processing fees or administrative fees shall be refunded or adjusted towards any other charges or fees in future payable by the Borrower(s) to the Bank.
- (e) In case the Borrower(s) has opted for availing the Facility in multiple tranches, the Bank shall open and maintain loan accounts corresponding to type/nature of Facility availed in such tranches.
- (f) In case of Drop Line Overdraft Facility, the limit shall reduce per year/ month(as specified in Schedule-I) based on the tenure of the Overdraft Facility such that at the end of the tenor, the outstanding Overdraft Facility limit becomes zero.

2.2 INTEREST PAYABLE

- (a) The Borrower(s) shall pay to Bank interest on: (i) the outstanding principal amount of the Facility; and (ii) any and all monies payable to the Bank under the Transaction Documents, at the Applicable Rate of Interest as specified in **Schedule I**. The Borrower(s) acknowledges that the interest on the Facility shall be computed from the date(s) of the disbursement/date(s) of utilization of the respective Facility (as the case may be) on actual daily outstanding balance with monthly rest. If the Facility is in the form of rupee term loan, interest shall be computed on the basis of 360 (three hundred and sixty) days in a year. If the Facility is in the form of Overdraft Facility, the interest shall be computed on the basis of 365 (three hundred and sixty-five)/ 366 (three hundred and sixty-six), as the case may, days in a year.
- (b) Until the commencement of the Monthly Instalment, the Borrower(s) shall make monthly payment of Pre Monthly Instalment Interest and each such payment of Pre Monthly Instalment Interest shall be at the Applicable Rate of Interest as specified in **Schedule I**.
- (c) If the Facility is in the form of Overdraft or Money Saver Account, interest on the outstanding amount shall be debited to the said Overdraft Account/Money Saver Account (as the case maybe), on the second day of every month for the Interest Period. Where the repayment is done through Post-dated cheques/ cheque banking, then if the interest debit date falls on a day, which is not a Business Day, the interest shall be debited to the said Overdraft Account/Money Saver Account on the next Business Day. **"Interest Period"** means the period commencing from the interest debit date in the preceding calendar month and ending one day prior to the interest debit date of the following calendar month

The amount of interest so debited to the said Overdraft Account/Money Saver Account shall be paid/serviced on the date the amount is debited in the Overdraft Account/Money Saver Account. In the event the interest for the Interest period is not paid on the Due Date, the interest shall be deemed to be a further drawals under the Overdraft Facility and shall be subject to further interest accordingly. For the purpose of Money Saver Account, the manner of calculation of amount on which such interest is payable will be as specified in Schedule II.

- (d) The Borrower(s) agrees that in the event Borrower(s) has opted for Semi-Fixed Rate of Interest, upon completion of specific tenure, the Bank will charge interest on the Facility amounts remaining unpaid at the then applicable External Benchmark Rate plus the Spread (as specified in **Schedule I** hereto) applicable to the Facility. If the Borrower(s) is not agreeable to the applicable Adjustable Rate of Interest, the Borrower(s) may, within 15 (fifteen) days of such change of interest, repay the outstanding Facility amount due to the Bank in full in accordance with provisions of this Facility Agreement relating to prepayment.
- (e) In the event the Borrower(s) is desirous of modifying the Applicable Rate of Interest or shifting from a particular type/rate of interest agreed to by and between the Borrower(s) and the Bank earlier to another type/rate of interest rate, the Borrower(s) may do so, if so permitted by the Bank, on execution of such documents as may be required by the Bank and further on payment of conversion charges as applicable from time to time. Such conversion will come into effect from the next immediate Due Date(s) or Due Date(s) falling thereafter depending upon the date of application. The Borrower acknowledges that change to another type/ rate of interest may require the loan to be rebooked for administrative purpose. Consequent upon change in the type / rate of interest the Borrower(s), the Borrower(s) will be informed of changes by any of the following means : letter;(ii) e-mail;(iii) SMS; (iii) statement of account.
- (f) Notwithstanding anything contained herein, the Borrower(s) acknowledges that the Bank reserves the right to reset the Spread, at any time upon substantial change in the Borrower(s)' credit assessment and/ or on account of deterioration in the credit risk profile ("**Credit Profile Deterioration**"). Credit Profile Deterioration shall include without limitation, the following events:
- (i) Significant decrease in credit score of the Borrower(s) as determined by a credit information company;
 - (ii) Inclusion of the Borrower(s) name in RBI's willful defaulters list, fraud list;
 - (iii) Deterioration in credit and repayment behavior of the Borrower(s) with the Bank or any other bank or financial institution;
 - (iv) Degradation of collateral/Security provided;
 - (v) Non-compliance with any applicable laws/regulations leading to degradation of collateral/Security;
 - (vi) Any other reason/event in the opinion of the Bank, constituting or which may constitute, substantial change in the Borrower(s)' credit assessment and/ or deterioration in the credit risk profile.

2.3 ADDITIONAL INTEREST ON BREACH OF TERMS

- (a) Without prejudice to the Bank's rights and remedies under contract and/or law, in case of any breach by the Borrower(s) of any of the undertakings, covenants, representations and warranties, terms and conditions contained herein, including non-submission of any document required by the Bank within 30 (thirty) days from the demand, the Borrower(s) shall be liable to pay Additional Interest at the rate specified in **Schedule I** hereto or such other rate which the Bank may fix from time to time over and above the Applicable Rate of Interest, from the date of default till the date of regularization of the breach, to the satisfaction of the Bank or till the date of waiver by the Bank, as the case maybe.

2.4 MODES OF DISBURSEMENT

- (a) In case of Facility in the form of term loan, the Bank may disburse the Facility in one lump sum or in instalments/ tranches as requested by the Borrower(s) and as may be decided by the Bank subject to the fulfillment of condition(s) precedent as set out in this Facility Agreement. Disbursements under the Facility shall be deemed to be made on the date the cheque(s) / pay order(s) / authorization(s)/ demand drafts/ NEFT/ RTGS/ fund transfer are issued/made by the Bank and not on the date of their actual receipt, and if by credit, when credit is made by the Bank.
- (b) Subject to the terms and conditions specified in the Transaction Documents, the Facility may, at the request of the Borrower(s), be disbursed (i) in the name of the seller, builder, developer, promoter towards payment of the purchase price of the Property(ies); or (ii) in the name of the previous financier towards repayment of the previous loan/ facility to be taken over by utilizing Facility; or (iii) in the name of the Borrower(s) or such other person as specified / directed by the Borrower(s) at the time of each disbursement(s).
- (c) Any disbursement made directly to aforesaid persons at the request of the Borrower(s), shall be deemed to be disbursement made to the Borrower(s) and the Bank shall not be held liable in case of any dispute(s) between the Borrower(s) and the aforesaid persons once such disbursement is made.
- (d) In case of Overdraft Facility, the overdraft limit shall be set up in the Overdraft Account of the Borrower(s). The amounts up to which the Borrower(s) can draw under the Overdraft Facility shall not at any time exceed the overdraft limit specified in the **Schedule I**. The Borrower(s) will have the flexibility to withdraw the money from the Overdraft Account to the extent of the operative limit. All outstanding amounts of interests, commission, discount, charges and other monies in respect of the Overdraft Facility, whether debited to the Overdraft Account or not, shall also be included in determining the availability of the overdraft limit. Notwithstanding the maximum Overdraft Facility limit fixed by the Bank and the type of Overdraft Facility granted, unless the Bank otherwise permits, the Borrower(s) shall not be entitled to draw /utilize the Overdraft Facility beyond the operating limit which may be determined by the Bank from time to time as aforesaid on the basis of a review of the said Overdraft facility by the Bank from time to time.

2.5 CONDITIONS PRECEDENT TO THE DISBURSEMENT OF THE FACILITY

- (a) The obligation of the Bank to make disbursements under the Facility shall be subject to the following conditions, and/ or such other terms specified by the Bank:
- (i) no Event of Default has occurred or is subsisting;
 - (ii) There is no Credit Profile Deterioration event;
 - (iii) Where the Borrower(s) is a Non Resident Indian or Person of Indian Origin as per the provisions of the Foreign Exchange Management Act, 2000 or other law in force in India relating to foreign exchange, the Borrower(s) shall have obtained all permissions, authorizations, approvals, sanctions and fulfilled all conditions prescribed therein as may be required for borrowing and for the repayment of the Borrower(s)' Dues;
 - (iv) There is no delay in the construction of the Property(ies) and the same is being constructed as per agreed timelines.
- (b) the Borrower(s) shall furnish, documents or writings, as the Bank may require, which establishes the following:
- 1) disbursement is required by the Borrower(s) for the Purpose and the previous disbursements, if any, made by the Bank under the Facility have been utilized for the Purpose;
 - 2) no circumstances shall have occurred which make it impossible for the Borrower(s) to fulfil the obligations under the Transaction Documents;
 - 3) all consents, approvals and permissions required to avail the Facility have been obtained and complied with;
 - 4) copy of the insurance policy in respect of the Property(ies) which is duly endorsed in favor of the Bank as loss payee has been furnished, if applicable;
 - 5) submission of all necessary documents to the satisfaction of Bank evidencing clear and marketable title of the Borrower to the Property(ies);
 - 6) creating and perfecting such security as the Bank may require;
 - 7) Borrower(s) has paid self-contribution towards the price of the Property(ies), if applicable;
 - 8) all such permissions as may be required for the acquisition of the Property(ies) have been obtained.
 - 9) Submission of certificate from an architect, if required by the Bank, certifying that the Property(ies) is strictly as per approved plan or building bye-laws;
- (c) In a situation where disbursement is made by the Bank and such amounts continue to remain unpaid by the Borrower(s) to the Bank after the disbursement of the Facility, the Borrower(s) acknowledges that the Bank would be entitled to (but not obligated to) as agent/attorney of the Borrower(s), to cancel or rescind the Borrower(s)' order/booking for the Property(ies) with the builder / promoter / seller / developer and to collect the refund of the booking price and other amounts which may have been paid to such builder / promoter /seller / developer /persons (after any deductions that may be made by the aforesaid persons) and adjust the same against any monies that may be due or payable by the Borrower(s) to the Bank. The obligation of the Borrower(s) under the Transaction Documents shall continue irrespective of the disputes between the Borrower(s) and the seller/builder/developer/promoter.

2.6 REPAYMENT

- (a) The Borrower(s) shall repay the Facility in the form of term loan to the Bank in Monthly Instalment. The Monthly Instalment shall be of such number, of such amounts and payable on Due Date(s) as is specified in the **Schedule I** hereto and as may be specified by the Bank from time to time.
- (b) Notwithstanding anything herein contained, the Bank shall have the right, at any time or from time to time, to review and reschedule the Monthly Instalment, tenor of the Facility amount, with or without any application in this regard having been made by the Borrower(s), in such manner and to such extent as the Bank may in its sole discretion decide on account of any part payment made by the Borrower(s) or changes in the percentage of interest payable under the agreed method of computation of interest or conversion by the Borrower(s) from one type / rate of interest rate to the other type(s). Provided that, if as a result of such review/rescheduling, the original tenor of the Facility is required to be extended, the same shall be done only to the extent of permissible tenor and in such event(s), the Borrower(s) may be called upon to repay the Facility or any part thereof as per the revised schedules as may be determined by the Bank in its sole discretion.

Where such alteration or rescheduling involves variation in:

- i) the date for payment of Monthly Instalment; or
 - ii) the amount of interest, principal or Monthly Instalment number thereof; or
 - iii) the Monthly Instalment is not adequate to cover interest payments in full; or
 - iv) the Monthly Instalment results in the term of the Facility exceeding the retirement age of the Borrower(s) as applicable; or
 - v) for any other reason Monthly Instalment attracts change;
- the Borrower(s) agrees and undertakes to forthwith issue fresh postdated cheques, fresh Standing Instruction (SI) or direct debit instruction or fresh instruction for Electronic Clearance System (ECS), as the case may be. The conversion charges as mentioned in **Schedule III** shall be applicable in the event of alteration/rescheduling.

- (c) Subject to Clause 7.9 (Cross Collateral) hereto, after repayment of the Facility, the Borrower(s) shall take steps to collect the Property(ies) documents, retained with the Bank as a security within 60 (sixty) days from the bank granting the no-objection for release of security, failing which, the Borrower(s) shall be liable to reimburse the Bank, the cost of storage and maintenance

of such documents. Further, the Bank shall not be responsible or liable in any manner for any misplacement, loss, damage to the documents.

- (d) Notwithstanding any such appropriation by the Bank towards settlement of any dues payable by the Borrower(s) to the Bank under any other agreements between the Borrower(s) and the Bank, the Borrower(s) shall continue to remain liable to the Bank for all outstanding/remaining amounts comprising the Borrower(s)' Dues.

2.7 PAYMENT/ REPAYMENT BY MONTHLY INSTALMENT

- (a) Where the Facility is disbursed by a single disbursement, the Facility shall be repaid in accordance with the agreed repayment schedule as specified in **Schedule I** hereto.
- (b) Where the Facility is disbursed in more than one tranches, the Borrower(s) may by mutual agreement with the Bank, choose one of the following three options.

- i. **Pre-Monthly Instalment Interest (PMII):** The Borrower(s) acknowledges that if the Facility is disbursed in instalments, then, until the Facility is fully disbursed the Bank shall only charge Pre-Monthly Instalment Interest from the Borrower(s) in the manner provided in this Facility Agreement. The Monthly Instalment will become payable once the Facility is fully disbursed or upon expiry of the Availability Period, as the case maybe.

*For example: Sanction Amount: Rs 1,00,00,000, Disbursement Amount: Rs 30,00,000, Applicable Rate of Interest: 7% per annum, Tenure: 240months, Due Date: 1st of every month, Date of Disbursement: Janaury 12th, 2022, Disbursement cheque date: Janaury 12th, 2022, then the broken days interest will be charged on actual numbers of days January 12th to January 31st 2022 i.e Interest will be calculated as- $3000000 * 7 * 20 / 360 * 100 = Rs11666$;*

*For subsequent month, the interest shall be computed on 30 days and not on actual number of days i.e $3000000 * 7 * 30 / 360 * 100 = Rs17500$*

- ii. **Monthly Instalment on Full Facility Amount/ Sanction Amount:** The Borrower(s) acknowledges that irrespective of the actual amounts disbursed under the Facility, Monthly Instalment on the entire Facility amount shall commence and be payable by the Borrower(s) from the date on which the first disbursement is made by the Bank. The Monthly Instalments shall be calculated by the Bank on the sanctioned amount of the Facility and moneys towards principal and interest shall be appropriated accordingly and the Borrower(s) hereby undertakes to pay the same without any dispute. The Borrower(s) understands that in the event the full amount of the Facility is not disbursed, the Borrower(s) shall not be entitled to any re-computation of the payments made in terms of appropriation towards interest and principal.

*For example: Sanction Amount: Rs 3,00,00,000, Disbursement Amount: Rs. 30,00,000, Applicable Rate of Interest: 8% per annum, Tenure: 180 months, Due Date: 5th of every month, Date of Disbursement: December 31st, 2021, then the broken days interest will be charged on actual numnders of days December 31st 2021 to January 4th 2022 i.e Interest will be calculated as $Rs.3000000 * 8 * 5 / 360 * 100 = Rs3334$.*

From 05/02/2022 onwards, monthly instalment of Rs286695 will start on the sanctioned amount i.e Rs. 30000000, the original tenure i.e 180 months will be reduced by 11 months. On every additional disbursement, tenure will be increased and the Monthly Instalment will remain constant and for additional disbursement amount, the interest will charged from additional disbursement date without any change in the Monthly Instalment.

- iii. **Monthly Instalment on the Disbursed Amount:** The Borrower(s) acknowledges that Monthly Instalments shall commence and be payable by the Borrower(s) from the date on which the first disbursement is made by the Bank. The Monthly Instalment shall be calculated by the Bank on the basis of the actual disbursement that has been made for the entire tenure. Thereafter after each subsequent disbursement, the Monthly Instalment would be accordingly recomputed. The repayment schedule would accordingly be modified by the Bank from time to time.

*For example: Sanction Amount: Rs 3,00,00,000, Disbursement Amount: Rs30,00,000, Applicable Rate of Interest: 8% per annum, Tenure: 150 months, Due Date: 5th of every month, Date of Disbursement: December 31st, 2021, then the broken days interest will be charged on actual numbers of days December 31st 2021 to January 4th 2022 i.e interest will be calculated as $Rs.3000000 * 8 * 5 / 360 * 100 = Rs3334$.*

From 05/02/2022 onwards, monthly instalment of Rs.28670 will start on disbursed amount i.e .Rs. 30,00,000. On every additional disbursement, monthly instalment will increase and tenure will be constant and for additional disbursement , the interest will be charged from additional disbursement date.

All examples are for the purpose of illustration only.

- iv. The Borrower(s) obligation to pay/repay the Monthly Installment in accordance with the repayment schedule is absolute, notwithstanding any delay in construction/completion/handover of possession of the Property(ies).

2.8 MODE OF REPAYMENT

- (a) The Borrower(s) shall repay/pay the Monthly Instalment and other monies on the Due Date(s), through any of the following mode:
Post-dated cheques ("**PDC method**"); the Electronic Clearing System ("**Debit Clearing**") as notified by the RBI ("**ECS method**"); National Automated Clearing House (NACH) method ("**NACH method**"); direct debit from the Borrower(s)' bank account held with ICICI Bank ("**Direct Debit method**"); by standing instruction to the bank; or by deduction from the Borrower(s)' salary by the employer ("**Salary Debit method**"); by directly paying amounts when due to the Bank ("**Direct Payment method**"); or by any other method, and as has been selected later by the Borrower(s) with approval of Bank or as may be required by the Bank in its sole discretion.
- (b) The Borrower(s) shall ensure that no payment shall be made in the name of any direct marketing agent, direct selling agent appointed by the Bank and if any payment is made, the Bank shall not be responsible to take due account of the same.
- (c) In case the Borrower(s) cancels or revokes or attempts to cancel or revoke such mandates without the prior consent of the Bank, such acts of the Borrower(s) shall be deemed to have been committed with a criminal intent to cause wrongful loss to the Bank and the Bank shall be entitled to levy and Borrower(s) shall be liable to pay cheque/NACH mandate, dishonour charges and missed payment charges to the Bank as specified in **Schedule III** and Transaction Documents. Without prejudice to the Bank's rights to levy the aforementioned charges, Bank also reserves the right to initiate appropriate criminal proceedings against the Borrower(s), and exercise other rights and remedies under law and/or under the Transaction Documents. The Borrower(s) shall ensure that each of such cheques is honoured on first presentation.
- (d) The Borrower(s)' obligation to repay/pay the Monthly Instalment and other monies in respect of the Facility shall not be impacted by any non-delivery/delayed delivery of the Property(ies) or any dispute/difference whatsoever between Borrower(s) and builder / promoter /seller / developer or any parties in relation to the Property(ies).
- (e) The Bank shall adjust the advance Monthly Instalment, if any, paid by the Borrower(s) to the Bank (or its nominees) prior to disbursement of the Facility (or at any other time, as may be specified by the Bank) against the payment of the last instalments (of an equal number) or in any other manner as decided by the Bank. The Borrower(s) shall not be eligible to any interest on the amount of such advance Monthly Instalment.
- (f) The acceptance by the Bank of any payment less than the amount of full Monthly Instalment or other amounts due or owing at such time shall not constitute a waiver of the Bank's right to receive the payment in full at such time or at any subsequent time or a waiver of any other rights whatsoever under Transaction Documents. Credit for payments by any method will be given only on realizations or on the relative Due Date(s) whichever is later.
- (g) In case the Facility is availed in the form of Overdraft Facility, the same shall be repayable on demand, and may, without prior notice, be modified, reduced, restricted, suspended or cancelled, in whole or in part, at the Bank's sole discretion, whereupon all outstanding amounts owing under the Overdraft Facility shall become immediately due and payable, forthwith on demand.
- (h) Notwithstanding anything contrary contained hereinabove, in case of breach and/or violation of any of the provisions of this Facility Agreement **and/or** Overdraft Facility by the Borrower(s), the Bank may at its sole discretion restrict operation or put a debit-freeze in the Overdraft Account of the Borrower(s). The Borrower(s) acknowledges that such restriction/ debit-freeze on the Overdraft Account may prohibit the Borrower(s) from debiting any amount from the Overdraft Account. The Bank may allow operation in the Overdraft Account on payment/ repayment of the entire dues of the Borrower(s).

2.9 REPAYMENT IN CHANGE OF RESIDENTIAL/CITIZENSHIP STATUS

- (a) Notwithstanding anything contained herein, Borrower(s) shall, on demand and at the option of the Bank, forthwith repay the entire outstanding amount together with all interest, costs, charges and other amount due to the Bank under the Facility, if:
- (i) the Borrower(s) ceases to be an Indian citizen;
 - (ii) the Borrower(s) changes the country of residence as stated in **Schedule I** to another country for the purpose of employment, business or long term stay.

2.10 PREPAYMENT AND CANCELLATION

- (a) The Borrower(s) shall not, without the approval of the Bank (which approval may be given subject to such terms and conditions as stipulated by the Bank including payment of minimum prepayment amount, prepayment charges or discounted interest and/or any other charges, plus applicable interest tax or other statutory levy), prepay the outstanding principal amount of the Facility in full or part, before the Due Date(s). In the event any part prepayment of the Facility is permitted by the Bank, the Bank shall be entitled to amend the repayment schedule/amount of Monthly Instalment as specified in this Facility Agreement and the Borrower(s) shall thereafter make payment of the Monthly as per such amended agreement/ application.
- (b) The Borrower(s) shall not cancel the Facility or any part thereof without the prior approval of the Bank and any such cancellation shall be subject to payment by the Borrower(s) of cancellation charges as may be specified by the Bank.

2.11 DELAY IN PAYMENT OF MONTHLY INSTALMENT

- (a) Without prejudice to the Bank's right under this Facility Agreement and Transaction Documents, upon any default by the Borrower(s) in payment of one or more Monthly Instalment on the Due Date(s) (or any non-realization of the Monthly Instalment on the Due Date(s), the Bank shall be entitled to present/or re-present the postdated cheques and/ or electronic clearing system mandate and/ or repayment instruments issued by the Borrower(s) in favor of the Bank.
- (b) Irrespective of the mode of payment/ repayment selected by the Borrower(s), the Bank shall be entitled to require the payment and/or collection of the Borrower(s)' Dues by presenting/ representing the postdated cheques (if any, submitted by the Borrower(s)) or by means of electronic clearing system (debit) by itself or through such other person permitted for the same or utilizing any other mode or manner of payment/ repayment of the Borrower(s)' Dues.
- (c) The delay or default in making payment of any Monthly Instalment or any other amount comprising Borrower(s)' Dues to the Bank on the Due Date(s), shall render the Borrower(s) liable to pay Additional Interest on outstanding/unpaid amount from the relevant Due Date(s) till the payment of such entire amount. Such Additional Interest shall be computed from respective Due Date(s) for repayment / payment and become payable upon the footing of compound interest at rates with monthly rests or such other rests as may be prescribed by the Bank from time to time. The Additional Interest is reasonable and represents genuine pre-estimate of the loss expected to be incurred by the Bank in the event of non-payment of any monies by the Borrower(s).
- (d) The Borrower(s) shall ensure:
- i. to not issue stop-payment instruction or cancel the postdated cheques so long as the Facility is outstanding;
 - ii. prompt replacement of the postdated cheques and/or the mandates, agreement or other documents executed for payment of the Monthly Instalment and issue fresh postdated cheques, mandates, agreement or other documents to the satisfaction of the Bank, if the Bank is facing any difficulty/inconvenience/impediment for any reason whatsoever in presenting such cheques/issuing debit instruction or if required by the Bank at its sole discretion;
 - iii. swap/exchange of the postdated cheques issued to the Bank with alternate postdated cheques drawn on another bank, with prior approval of the Bank and payment to the Bank of the "cheque swap" charges as may be applicable.

2.12 TAXES, COSTS AND CHARGES

- (a) The Borrower(s) shall bear and pay all taxes, GST, other imposts, costs, charges, levies, fees and duties including stamp duty and relevant registration and filing charges in connection with the Transaction Documents. In the event of the Borrower(s) failing to pay the monies referred to above, the Bank shall be at the liberty to pay the same and recover from the Borrower(s).
- (b) The Borrower(s) shall reimburse all sums paid and/or expenses incurred by the Bank (including by or on behalf of their trustees / agents / representatives / consultants / appraiser) in relation to the Facility within 7 (seven) days from the date of notice of demand from the Bank or the Bank shall be entitled to include such amounts in the principal amount of the Facility and modify the Monthly Instalment and/or tenure of the Facility as may be decided by the Bank. All such sums shall carry interest from the date of payment till such reimbursement at the rate of further interest specified in the Transaction Documents.
- (c) The Borrower(s) shall be liable to charges/fee/monies at the rate specified by the Bank in **Schedule III** and in the Transaction Documents or at any other rate which Bank may specify from time to time, at Bank's sole discretion. The Bank also reserves the right to levy any new additional charges from time to time with due prior notice to the Borrower(s) sent in accordance with this Agreement or displayed on the Website from time to time. Unless otherwise stated, all fees, charges and other monies payable / paid by the Borrower(s) under the Transaction Documents are non-refundable in nature.
- (d) All payments by the Borrower(s) under this Facility Agreement and other Transaction Documents shall be made free and clear of and without any deduction / withholding, except to the extent that the Borrower(s) is required by law to make payment subject to any deduction / withholding of taxes. Provided that, all taxes required by law to be deducted / withheld by the Borrower(s) from any amounts paid or payable, including but not limited to, interest, commission, fees, discount, service and other charges under this Facility Agreement, shall be paid by the Borrower(s) when due and the Borrower(s) shall, within the statutory time frame prescribed under the law or 30 (thirty) days of the payment being made, whichever is earlier, deliver to the Bank satisfactory evidence that the tax has been duly remitted to the appropriate authority and tax deduction certificates delivered to the Bank.

2.13 PROPERTY(IES)

- (a) Where the assets/Property(ies) acquired or proposed to be acquired out of the Facility and is offered as Security , the Borrower(s) undertakes to be solely and exclusively responsible for the due diligence/verification of title, the Property(ies), verification and compliance of sanctioned plan, building bye-laws, quality condition, fitness of the asset/Property(ies) and for getting/ensuring timely delivery of the asset/Property(ies) from the seller/developer/builder/development authority and the Bank shall not be

liable or responsible for due-diligence of title or any delay in delivery (or non-delivery) of the Property(ies) or any demurrage cost or for any defect or variation in the quality, condition or fitness of the Property(ies) or any guarantees or warranties given by the seller / developer / builder / promoter in respect thereof or for any representations or warranties, whatsoever made by seller / developer / builder / promoter or their agents in respect of the Property(ies).

- (b) Where the Property(ies) is proposed to be acquired by the Borrower(s), the Borrower(s) shall take necessary steps to register the Property(ies) in their own name with the appropriate registering authority.
- (c) The Borrower(s) shall not enter into any agreement/ arrangement whatsoever with any person or body corporate for the use (whether by leave and license or otherwise), transfer (whether by sale, lease, or otherwise), disposal, of the Property(ies) in any manner without prior written consent of the Bank.
- (d) The Borrower(s) shall keep the Property (ies) free from all liens, charges, encumbrances whatsoever (save and except the Security created/to be created in favor of the Bank/its trustees/agents if so required by Bank).
- (e) The Borrower(s) is not aware of any documents, judgment or legal process or other charges or any latent or patent defect affecting the title of the Property(ies) or of any material defect in the Property(ies) or its title which has remained undisclosed and/ or which may affect the Bank prejudicially and has made available to the Bank the title deeds in respect of the Property (ies) and shall furnish other documents as may be required by the Bank;
- (f) The Property(ies) purchased / proposed to be purchased by the Facility is not included in or affected by any of the schemes of any competent authority or by any alignment, widening or construction of road under any scheme of the central/ state government or of any corporation, municipal committee, gram panchayat etc.;
- (g) In case of the Facility sanctioned for the purpose of purchase of a plot of land for construction of the property, the Borrower(s) undertakes to construct the property with all necessary approvals and certificates obtained (which determination by the Bank shall be final and binding on the Borrower(s)) within a period as specified by the Bank or RBI and/or any other statutory or regulatory authority from time to time, from the date of the sanction of the Facility/first disbursement.
- (h) The Borrower(s) shall comply with terms and conditions governing the Property(ies) and the rules, regulations and bye-laws of the concerned co-operative society, condominium, limited company or any other body corporate and pay maintenance and other charges for its upkeep and any other dues payable in respect of the Property(ies) or its use.
- (i) **Additional conditions for under-construction property:**

If the Purpose of the Facility is to purchase Property(ies), which is under construction or to improve / repair the Property(ies), the following additional terms and conditions will apply; *For the purpose of clarity "construction" includes modification or extension of the Property(ies) and "improvement" means any structural, internal, or external improvement to the Property(ies) as agreed by the Borrower(s) with the Bank.*

 - (i) The Bank may extend the Facility for the purpose of improvement of residential/office/commercial Property(ies) only if the Borrower(s) is simultaneously buying the Property(ies);
 - (ii) The Bank will disburse the Facility for the purpose of construction / improvement of the Property(ies) only after commencement of construction / improvement of such Property and produces documentary proof to the Bank;
 - (iii) The Bank may make disbursements under the Facility in stages as per the progress of work, in terms of its internal norms and guidelines as applicable from time to time. The decision of the Bank in this regard shall be final and binding on the Borrower(s);
- (iv) The Borrower(s) shall –
 - (i) acquire / construct / improve / repair the Property(ies) in accordance with sanctioned plans; (ii) inform the Bank when such acquisition / construction / improvement / repair is completed by furnishing a true copy of occupation / completion certificate issued by the municipal and other concerned competent authority; (iii) promptly notify the Bank of any event or circumstance which might delay commencement or completion of the construction or acquisition of the Property(ies); (iv) maintain the Property(ies) upon purchase / completion, in good order and condition during the currency of the Facility and ensure that the value of the Property(ies) does not diminish; (vii) notify details of any additions or alterations to the Property(ies) which the Borrower(s) proposes to do; and (viii) inform the Bank of the progress of construction / improvement / repair of the Property(ies); and
- (v) The Borrower(s) shall not hold the Bank responsible for any delay in the construction / giving possession of / completion of the Property(ies) by the developer / promoter / builder /society to the Borrower(s), or for quality, condition or fitness of construction of the Property(ies) even if the Bank may have approved / sanctioned any facilities to such developer / promoter / builder / development authority or given to Borrower(s) any information about such promoter / property / builder / development authority.
- (j) The Borrower(s) agrees and acknowledges that the Bank shall not in any way be liable/responsible, notwithstanding anything to the contrary under any applicable laws, for any loss, deterioration of or damage to, the Property(ies) on any account whatsoever whilst the same are in the possession of the Bank or by reason of exercise or non-exercise of any rights and remedies available to the Bank as aforesaid.

2.14 INSURANCE

- (a) The Borrower(s) shall ensure that all its assets and assets charged/to be charged to the Bank are kept insured up to their full reinstatement value as approved by the Bank (including surveyor's and architect's fees), against such risk as may be required by good industry practice, including but not limited to, fire, lightning, explosion, earthquake, riot, strike, civil commotion, storm, tempest, flood, marine risks, erection risks and war, and such other risks as specified by the Bank, with the name of the Bank recorded as 'the Loss Payee' and furnish a true copy of such policies to the Bank. The Borrower(s) shall ensure that all premia and other sum payable in relation to the abovementioned insurances are timely paid.
- (b) In the event of any failure by the Borrower(s) to do so, the Bank may (but shall not be bound to) insure the Property(ies) at the Borrower(s)' cost and if Bank pays the insurance premium, or any other monies, for/towards the insurance of the Property(ies), the Borrower(s) shall reimburse all such sums paid by the Bank. In the event the Borrower(s) at any time, subsequent to availing the Facility, approaches the Bank for enhancement of the Facility for the purpose of payment of insurance premium, the Bank may, at its sole discretion, provide additional facilities towards payment of insurance premium, provided, the Monthly Instalment remains constant and the tenure of the Facility shall be accordingly extended.
- (c) In the event of loss or damage to Property(ies), the Bank shall have the first claim on insurance proceeds towards Borrower(s)' Dues. In case the insurance proceeds are not sufficient to satisfy Borrower(s)' Dues, the Borrower(s) shall immediately pay the balance outstanding.

ARTICLE III – COVENANTS FOR SECURITY

- 3.1 The Facility together with all interest, liquidated damages, fees, premia on prepayment, costs, charges, expenses and other monies whatsoever stipulated in or payable under the Transaction Documents shall be secured by first ranking mortgage and charge over Property(ies) as stipulated in Schedule I ("Security") together with all easements/privileges/development rights/benefits/ fixtures and fittings/buildings and structures, present and future, all tangible and/or intangible properties, all accretions, additions, accessories, fixtures and fittings, buildings, structures constructed / erected thereon, whether owned / acquired / occupied or to be owned / acquired / occupied by the Borrower(s) and/or such other property(ies) as may be substituted instead of or added to such Property(ies) or both, with the Bank's consent. The Security shall be created and perfected in a form and manner satisfactory to the Bank.
- 3.2 Security in relation to any Property(ies) is required to be registered under any law for the time being in force or notice of intimation is required to be filed (wherever applicable), the Borrower(s) shall, if required by the Bank, within 10 (ten) days from the date of creation of such security have such security registered or intimate the appropriate registering authority, and submit original security documents to the Bank.
- 3.3 Where the Facility has been availed of for repayment of an existing loan/facility against any property(ies), then the Borrower(s) shall within 7 (seven) days from disbursement of the Facility get the previous security interest removed from the records of the appropriate registering authority and have the security, if any, in favor of the Bank / its trustees or agents registered with such registering authority or send intimation to the appropriate registering authority.
- 3.4 Upon Bank's request, the Borrower(s) shall also procure guarantee(s) from person(s) set out in Schedule I ("**Guarantor(s)**") for the payment of the dues being repayment of the Facility, payment of interest, additional interest, fees, commitment charges, costs, charges and expenses and all other amounts payable to the Bank under the Facility Agreement.
- 3.5 All Security/ guarantee(s), except for which timeline for creation and/or perfection has been provided for in the Transaction Documents, shall be created and perfected and all formalities thereof completed in a form and manner satisfactory to Bank, as a condition precedent to disbursement under the Facility. The Borrower(s) shall, until the creation and/ or perfection within the timeline prescribed by the Bank and to the satisfaction of the Bank, pay Additional Interest.
- 3.6 Security, if any, created by the Borrower(s) and/or any other person in favour of the Bank/ its trustee or agents and/ or guarantee(s) furnished in connection with the Facility shall continue until the full payment of all monies due under/in respect of the Facility and (a) shall not be discharged by intermediate payment by the Borrower(s) or any settlement of account by the Borrower(s); (b) shall be in addition to and not in derogation of any other security which the Bank at any time hold in respect of the Borrower(s)' Dues; (c) shall be available to the Bank until all accounts between the Bank and the Borrower(s) in respect of the Facility are ultimately settled.
- 3.7 If, at any time during the subsistence of the Facility, the Bank is of the opinion that the Security provided for the Facility is or will become inadequate, then the Borrower(s) shall procure, provide and furnish to the Bank, such additional security as may be acceptable to Bank. If the Security which the Borrower(s) may furnish or the additional security, if any, found to be of inferior value to that as declared by the Borrower(s) at the time of availing the Facility and as declared in the Application, the Bank may, at its discretion, treat such default as an Event of Default.

ARTICLE IV – REPRESENTATIONS AND WARRANTIES

4.1 The Borrower(s) hereby declares, represents and warrants that:

- (a) the Transaction Documents have been duly and validly executed by the Borrower(s), each of the Transaction Documents constitutes and when executed will constitute, a legal, valid and binding obligation of the Borrower(s) enforceable in accordance with their respective terms, applicable laws and constitutional documents, if any of Borrower(s) or any documents in relation to its assets/Property(ies).
- (b) neither the Borrower(s) nor any director or third party security provider or Guarantor(s) of the Borrower(s) has been declared to be a willful defaulter;
- (c) the obligations of the Borrower(s) under the Transaction Documents shall not be affected, impaired or discharged by winding up / insolvency / death / dissolution / merger or amalgamation / reconstruction or takeover of the management or Property(ies) or nationalization of the undertaking of the Borrower(s), as the case may be;
- (d) except to the extent disclosed in writing to the Bank:
 - (i) all the Borrower(s)' contracts or agreements with, or any commitments to, any affiliates or group companies of the Borrower(s) (if applicable), are on arms' length basis;
 - (ii) no litigation, arbitration, administrative and/or other proceeding against the Borrower(s) or any of its Property(ies) before any court, tribunal, authority or agency, has been initiated or is pending which, if adversely determined, might have a Material Adverse Effect;
 - (iii) no relative (as specified by RBI) of a chairman/managing director or director of banking company (including Bank and its subsidiaries) or trustees of mutual funds/venture capital funds set up by a banking company (including the Bank) is; a partner or major shareholder or as a director or as a guarantor or is in control of our concern and no relative of senior officer (as specified by RBI) of the Bank, holds substantial interest or is interested as a director/partner or as guarantor in our concern.
For the purpose of this clause the terms "relative", "near relation" & "senior officer" shall have the same meaning ascribed to them under the RBI master circular on Loans and Advances dated July 1, 2015, para 2.2.1.8 and shall include any amendments made thereto.
- (e) the Borrower(s) shall not use the Facility (or any part thereof) for any illegal and/ or antisocial and/ or speculative purposes and/or any other purposes which is prohibited including without limitation to participation in stock markets/IPOs/ land purchase/ investment in capital market/ acquiring equity shares of Indian companies/ buy back of shares in Indian companies/funding of promoter's contribution in the project;
- (f) in case the Borrower(s) is NRIs/PIOs, the Borrower(s) hereby agrees and undertakes to abide by the provisions of Foreign Exchange Management Act, 1999 ("**FEMA**") and all rules and regulations made thereunder (as amended from time to time) with respect to purchasing, retaining, using and selling the Property and repatriating the proceeds of such sale outside India. The Borrower hereby agrees and undertakes to maintains an NRO/NRE account in India in compliance with the Foreign Exchange Management Act, 1999 and all relevant regulations there under (as applicable).
- (g) in case the Borrower(s) is NRIs/PIOs, the Borrower(s) shall not use the Facility (or any part thereof) for agricultural or allied activities;
- (h) the Facility shall not be used towards purchase of gold in any form including primary gold, gold bullion, gold jewelry, gold coins, units of gold Exchange Traded Funds and units of gold Mutual Funds etc;
- (i) the Borrower(s) is not / shall not be entitled to, and shall not claim immunity for itself or the Property(ies) from suit, execution, attachment or other legal process in any proceedings in relation to Transaction Documents;
- (j) neither the Borrower(s) nor any other person benefiting in any capacity, either directly or indirectly, in connection with or from the Facility Agreement and/or any instruments and/or payments thereunder is a Specially Designated National ("**SDN**") and/or otherwise sanctioned, under the sanctions promulgated by the United States (including its Office of Foreign Assets Control's ("**OFAC**")), India, United Nations, European Union, the jurisdiction of the Facility office and/or any other country (collectively, the "**Sanctions**"). The Borrower(s) shall ensure that its transactions do not violate any Sanctions, nor any sanctioned persons or entities are involved in its transactions. The Borrower(s) agrees that it shall not avail the Facility or use the proceeds of the Facility in any transaction with, or for the purpose of financing the activities of, any person currently subject to any Sanctions as aforesaid.
- (k) the Borrower(s) has read and understood the concepts and illustrations in relation to due dates, classification of borrowal accounts as Special Mention Account (SMA), Non-Performing Asset (NPA) as detailed in **Schedule IV**. The Borrower(s) also understands that the clarifications/examples mentioned in **Schedule IV** are only illustrative in nature covering common scenarios and the norms and clarifications provided by RBI from time to time will prevail.

4.2 The representation and warranties in Clause 4.1 shall continue to remain true, correct, valid and subsisting in every respect as of the date of each disbursement by the Bank under the Facility Agreement (in each case, before and after giving effect to disbursements occurring on such date) and as on each Due Date(s), which representations, warranties and agreements shall survive the execution and delivery of the Facility Agreement and the provision of the Facility under the Facility Agreement and repayment/payment in full of the Facility and all monies in respect thereof to the satisfaction of the Bank.

ARTICLE V – COVENANTS AND UNDERTAKINGS

5.1 INFORMATION COVENANTS

So long as the amounts due under this Facility Agreement shall remain outstanding, and until the full and final payment of all monies owing hereunder, the Borrower(s) shall promptly notify/or deliver to the Bank:

- (a) of any circumstances and conditions which have/may have a Material Adverse Effect or occurrence of any event or circumstances, which constitutes or results in any declarations, representation, warranty, covenant or condition under this Facility Agreement and other Transaction Documents being or becoming untrue or incorrect in any respect;
- (b) of any material loss or damage to any of the Property(ies), which the Borrower(s) may suffer due to any event, circumstance or act of God;
- (c) of any litigation, arbitration, administrative or other proceedings for its insolvency, bankruptcy, winding up or otherwise have been initiated or threatened against the Borrower(s) or Security given by the Borrower(s);
- (d) not later than 14 (fourteen) days from the occurrence of following events: i) change in constitution and/or the authorised signatory; (ii) theft/loss/damage to Property(ies); (iv) change in address (office or residence) /location/place of business/ place (iii) change in residential status;
- (e) of any merger, demerger, consolidation, reorganisation, scheme of arrangement or compromise with its creditors or shareholder's or effect any scheme of amalgamation or reconstruction including creation of any subsidiary or permit any company to become its subsidiary;
- (f) whenever required by the Bank, statements of annual income certified and audited by a practicing chartered accountant along with a copy of the tax returns filed with the income tax authorities duly certified by such chartered accountant or latest salary slip duly stamped and signed by the employer;
- (g) a proper true copy of occupation / completion certificate issue by the competent authority and a written notice about the completion of the construction within a period of 6(six) months from the date of final disbursement. In case the society/other organization is not formed, the Borrower(s) shall upon formation of the society/other organization inform the society/other organization about the Facility granted by the Bank to the Borrower(s) for purchase/construction of the Property(ies) and if required by the Bank obtain necessary confirmations from the society / other organization.

5.2. AFFIRMATIVE COVENANTS

Save as otherwise provided in the Facility Agreement or the Transaction Documents, the Borrower(s) covenants and undertakes to:

- (a) maintains its corporate existence, and the right to carry on its business and operations as it is being conducted, in all applicable jurisdictions; and obtain and maintain all authorisations, franchises and rights necessary for the conduct of its business and operations in such jurisdictions ;
- (b) remains acquainted and updated with the Bank's terms and conditions relating to the Facility;
- (c) maintains all statutory books, books of accounts, and other records in accordance with good business practices and applicable laws and permit Bank/its officer or authorised representative/statutory auditors/ RBI official to carry out such inspection of the records or Property(ies) at such intervals as may be decided by the Bank;
- (d) continue being a resident in India and shall not leave India for employment or business for long stay (exceeding 60 (sixty) days) without first fully repaying the Facility and all the monies in respect thereof;
- (e) In the event *RBI's circular on Opening of Current Accounts by Banks - Need for Discipline dated August 6, 2020* (as amended from time to time) is applicable to the Borrower(s), the Borrower(s) shall not open a current account with any bank and all transactions by the Borrower(s) shall be routed through the Borrower(s)' cash credit/overdraft account(s) in line with the aforesaid circular.
- (f) promptly authenticate and verify the financial information submitted by the Bank, as and when requested by information utilities;
- (g) comply with all laws, guidelines, regulations, governmental directions, court orders, applicable from time to time;
- (h) comply with any additional terms and conditions applicable to the Facility.

5.3 NEGATIVE COVENANTS:

Save as otherwise provided in the Facility Agreement and Transaction Documents, and so long as the amounts due under this Facility Agreement shall remain outstanding and until the full and final payment of all money owing hereunder, the Borrower(s) hereby further covenants and agrees that without the prior written approval of Bank, the Borrower(s) shall not:

- (a) enter into any merger, demerger, amalgamation, corporate reconstruction or compromise with its creditors of shareholders;
- (b) effect any change in its capital structure or constitutional documents in any manner whatsoever, which will adversely affect the rights of Bank or the obligations of any party, under the Transaction Documents;
- (c) change the purpose of use of funds under the Facility during the tenor of the Facility;
- (d) change the use of the Property(ies) purchased by the Facility provided that if such Property(ies) is used for any purpose other than residential purpose, in addition to any other action which the Bank might take, the Bank shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix in the circumstances of the case;
- (e) amalgamate or merge the Property(ies) with any other adjacent property nor shall the Borrower(s) create any right of way or any other easement on such Property(ies);
- (f) sell, transfer, grant lease or otherwise dispose off or part with it or deal with, all or part of the Property(ies) in any manner;
- (g) execute any power of attorney, indemnity or any other deed, in favor of any third person enabling such person to deal with the Property(ies) in any manner;
- (h) subject the Property(ies) to any family arrangement or partition or convert the Property(ies) to HUF property;
- (i) obtain any further loan and/or financial facility from any person/bank/financial institution for the same purpose;
- (j) stand surety for any person or guarantee the repayment of any loan or overdraft or other obligations of any person.

ARTICLE VI – EVENTS OF DEFAULT

6.1 EVENT OF DEFAULT

The occurrence of any one or more of the following events shall constitute an Event of Default under the Facility Agreement.

- (a) **Payment Default** – Default has occurred in the payment of any monies (whether for principal or interest or otherwise, in respect of the Facility(ies) on the Due Date(s), whether at stated maturity, by acceleration or otherwise or if a cheque in respect of any payment is dishonored or where any other cheque is not renewed before its expiry date or there is an apprehension of inability of the Borrower(s) or Guarantor(s) to pay the Borrower'(s) Dues.
- (b) **Breach of Terms** – The Borrower(s) or any Guarantor(s) is/ are in breach of any representation, warranties, declaration, covenants or conditions under the Transaction Documents (other than events specified in clause 6.1 (a) and 6.1 (c) to (m) of this Facility Agreement) and such default has continued for a period of 30 (thirty) days after notice in writing thereof has been given to the Borrower(s) or as the case may be, to such other person, by the Bank.
- (c) **Legal Proceedings, Bankruptcy, Insolvency, Dissolution** –
 - (i) If any execution or distress is levied against the Borrower(s) or if a receiver or liquidator (including provisional liquidator) has been appointed over all or any part of the assets of the Borrower(s) or if any attachment or distraint has been levied on the Borrower(s) assets or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the Borrower(s) or if one or more judgments or decrees have been rendered or entered against the Borrower(s) and such judgments or decrees are not vacated, discharged or stayed within a period of 45 (forty five) days and such judgments or decrees involve in the aggregate, a liability which could have a Material Adverse Effect;
 - (ii) (a) If any petition or application in relation to insolvency or bankruptcy resolution of the Borrower(s) (including without limitation, corporate insolvency resolution process and bankruptcy process under the insolvency laws of India) is filed before any court, tribunal or authority of competent jurisdiction, or the Borrower(s) has become bankrupt or insolvent or is dissolved or (b) if the Borrower(s) takes any action or any legal action or proceedings are started or other steps taken for the insolvency resolution, winding-up or dissolution of the Borrower(s);
 - (iii) Legal conviction: if the Borrower(s) or the Guarantor(s) is convicted under any criminal law in force;
 - (iv) Change in Control – Any person acting singularly or with any other person (either directly or indirectly) acquires control of the Borrower(s) or of any other person who controls the Borrower(s), without the approval of the Bank.
- (d) **Illegality or Death** - It is or becomes unlawful for the Borrower(s) or any person including the Bank to perform any of their respective obligations under the Transaction Documents or where any of the Borrower(s) dies or becomes a lunatic.
- (e) **Cross Default** – (i) An event of default howsoever described occurs and is continuing beyond the cure period provided (if any) under any agreement or document entered into by the Borrower(s) with the Bank relating to any Indebtedness, or, the Borrower(s) is unable or has admitted in writing its inability to pay any of its Indebtedness with the Bank as they mature or when due; or (ii) An event of default howsoever described occurs under any agreement or document relating to any Indebtedness of the Borrower(s) resulting in a Material Adverse Effect.
- (f) **Material Adverse Effect** – Occurrence or existence of one or more events, which in the opinion of the Bank, could have a Material Adverse Effect.
- (g) In case Borrower(s) is an employee, the Borrower(s) opts for any scheme or accepts any offer from its employer providing any benefit on resigning or retiring from the employment prior to superannuation, or upon the employer terminating the Borrower(s)' employment for any reason, or upon the Borrower(s) resigning or retiring from the service of its employer for any reason whatsoever.
- (h) **Security-** (a) If the Security over the Property(ies) is not created within the timelines stipulated in this Facility Agreement.
 - (b) If any Property(ies) on which the Security for the Facility is created depreciates in value to such an extent that in the opinion of the Bank further security should be provided and such further security is not provided.
 - (c) if any liens, charges, mortgage, encumbrances whatsoever (save and except the Security created/to be created in favor of the Bank and/or its trustees) are created by the Borrower over the Property(ies), without written approval of the Bank.
- (i) **Security in Jeopardy** -If in the opinion of the Bank, the Security for the Facility is in jeopardy or ceases to have effect or becomes illegal, invalid, unenforceable or otherwise fails or ceases to be in effect; or the Property(ies) is/are (or is/are sought to be) confiscated, attached, taken into custody by any official, authority or any other person, or made the subject of any execution proceeding; or the Property(ies) is/are endangered/stolen or suffer total loss/damage due to any accident.
- (j) **Cessation** - If the Borrower(s) ceases or threatens to cease to carry on any of its businesses or gives notice of its intention to do so or if all or any part of the assets of the Borrower(s) required or essential for its business or operations are damaged or destroyed or there occurs any change from the date of submission of the Application in the general nature or scope of the business, operations, management or ownership of the Borrower(s), which could have a Material Adverse Effect.

6.2 NOTIFICATION OF DEFAULT

- (a) The Borrower(s) shall promptly notify the Bank upon becoming aware of any Event of Default and any event which, constitutes or with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute, an Event of Default, and the steps, if any, being taken to remedy it.

- (b) Without prejudice to the rights and remedies available to the Bank, the Borrower(s) hereby agrees and confirms that upon the occurrence of any Event of Default, the Borrower(s) shall not repay any Indebtedness incurred by the Borrower(s) without repaying the Facility.

6.3 CONSEQUENCES ON EVENT OF DEFAULT

- (a) Without prejudice to any rights or remedies that may be available to the Bank under the Transaction Documents or otherwise, on the occurrence of an Event of Default the Bank may, by a notice in writing to the Borrower(s), exercise the following rights:
- (i) terminate the Facility and declare that the Facility and all interest accrued and all costs, charges, expenses and other sums outstanding are immediately due and payable to the Bank, whereupon the same shall become immediately due and payable by the Borrower(s) and the Borrower(s) shall pay all the amount due and payable under the Facility in accordance with the terms of the notice without any further notice or other legal formalities of any kind; and / or
 - (ii) suspend further access / draws by the Borrower(s) to the use of the Facility under the Transaction Documents; the right of the Borrower(s) to avail of or make draws from the Facility shall continue to be suspended until the Bank notifies otherwise; and/or
 - (iii) declare the Security created, if any, in terms of this Facility Agreement and/or the other Transaction Documents to be enforceable, and the Bank or such other person in favor of whom such security is created shall have, inter alia, the following rights:
 - a. to enter upon and take possession of the assets/ Property(ies) comprised within the Security, if any; and/or
 - b. to appoint any officer or officers of the Bank or any other person authorized as receiver of the Property(ies); and/or
 - c. to sell/ transfer/ dispose off the assets/ Property(ies) comprised within the Security created, if any by way of sale (by private or public auction), lease, leave and license or otherwise at the risk and costs of the Borrower(s) in all respects with power to rescind or vary any contract for sale without being bound or answerable for any loss or diminution in value and without being bound to exercise any of the powers hereby conferred or being liable for any loss occasioned by the exercise of any such power and to give effectual receipts and discharge for the purchase money and to do all such other acts and things for completing the sale as the Bank or the receiver, shall think proper; and/or
 - d. exercise any right, power or remedy permitted to it by law, including by suit, in equity, or by action at law, or both, or otherwise, whether for specific performance of any covenant, condition or term contained in this Facility Agreement or other Transaction Documents or for an injunction against a violation of any of the terms and conditions of this Facility Agreement or other Transaction Documents, or in aid of the exercise of any power or right granted in this Facility Agreement or other Transaction Documents and/or as a creditor.
 - (iv) to contact and require the Borrower(s)' employer to make deductions from the salary/wages and remit the same to the Bank until Borrower(s)' Dues are clear;
 - (v) to appoint: (i) any person engaged in technical, management or any other consultancy business to inspect and examine the working of the Borrower(s) and /or the assets including the Borrower(s)' premises, factories, plants and units and to report to the Bank; (ii) any chartered accountants / cost accountants as auditors for carrying out any specific assignments or to examine the financial or cost accounting system and procedures adopted by the Borrower(s) for its working or as concurrent or internal auditors, or for conducting a special audit of the Borrower(s).
- (b) Notwithstanding any suspension or termination, all the provisions of this Facility Agreement and other Transaction Documents for the benefit or protection of the Bank and its interests shall continue to be in full force and effect.

6.4 EXPENSES INCURRED

- (a) All expenses incurred by Bank whether before or after an Event of Default, shall be payable by the Borrower(s), including in connection with:
- (i) preservation of, or enforcement action against the Borrower(s)' assets or the assets comprised within the Security for the Facility (whether then or thereafter existing) including but not limited to for filing legal suit, appointment of receiver, Non Maintenance of Mode of Payment (NMMP) charge, charges for availing services of professionals i.e. title search, valuation etc., charges incurred in Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI") proceedings, paper advertisement charges, auction charges for repossessed asset, security guard charges for protection of repossessed assets, enforcement charges for availing logistical support during repossession, charges incurred in sending different notices and any other charges that are not budgeted or specified, but are incurred by the Bank on behalf of the Borrower(s); and
 - (ii) collection of amounts due under the Transaction Documents.

ARTICLE VII – MISCELLANEOUS

7.1 RECORD AND INSPECTION

- (a) The Borrower(s) shall keep and maintain all statutory books, books of accounts, bank statements / pass books and other records of the Borrower(s) in accordance with good business practice and applicable laws. The Borrower(s) shall permit any authorized representative of the Bank and/or statutory auditors / RBI and/ to carry out technical, financial and legal inspections of the Property(ies) at such intervals as may be decided by the Bank. The Borrower(s) shall ensure to provide free access at all reasonable times to the Property(ies) /premises of the Borrower(s) to carry out the inspection and shall provide full cooperation and assistance. Wherever required or necessary in the opinion of the Bank, the Borrower(s) shall obtain all required permissions and consents as are required by the Bank (or any of its representatives) for entering into the Property(ies).

7.2 JOINT AND SEVERAL LIABILITY

- (a) The Borrower(s) liabilities hereunder shall be joint and several, and each of the Borrower(s) shall be liable as a primary obligor for the entire liabilities and outstanding amounts under the Facility. The Bank shall be entitled to make a claim on each or any of the Borrower(s) separately and in such manner and at such time as the Bank may determine whether for the entire outstanding amounts under the Facility or any part thereof (regardless of which of the Borrower(s) have, and regardless of whether the party being claims against is the party which has, utilised the Facility or incurred the outstanding amounts), without having to take any action against or make a claim on the other(s) (and regardless of whether the party being claimed had utilised the Facility at all). Furthermore, to the fullest extent permitted by applicable laws, the Borrower(s) liabilities hereunder shall not be prejudiced, affected or discharged by :-
- (i) the granting of any time, concession, waiver or indulgence to any of the Borrower(s) or any other person;
 - (ii) the invalidity, illegality or unenforceability of any obligation or liability of or against any of the Borrower(s) hereunder;
 - (iii) any invalidity, irregularity [or absence in the acceptance] of the Facility by any of the Borrower(s);
 - (iv) any deficiency in the powers of any of the Borrower(s) to enter into or perform any of their obligations hereunder, any irregularity in the exercise thereof or any lack of authority of any person purporting to act on behalf of any of the Borrower(s);
 - (v) the insolvency, bankruptcy, receivership or liquidation, any incapacity, disability or limitation or any change in the constitution or status of any of the Borrower(s);
 - (vi) any waiver, exercise, omission to exercise, compromise or release of any rights against any of the Borrower (s) or any compromise, arrangement or settlement with the same;
 - (vii) any impropriety in the utilisation of the Facility by any of the Borrower(s); and
 - (viii) any act, omission, event or circumstance which would or may operate to prejudice, discharge or affect this Facility Agreement or the liability of any of the Borrower(s).

For the avoidance of doubt, and without affecting the generality of the aforesaid, if a clause or any part thereof is invalid, illegal or not enforceable against a borrower for whatever reason, the validity, legality and enforceability of that clause or part thereof against any other borrower will not be affected in any manner whatsoever.

7.3 WAIVER

- (a). No failure to exercise, nor any delay in exercising, on the part of the Bank, any right or remedy under the Transaction Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Facility Agreement and Transaction Documents are cumulative and not exclusive of any rights or remedies provided by law.

7.4 AMENDMENTS

- (a) Save as where otherwise expressly provided in any Transaction Documents or pursuant to an RBI direction, this Facility Agreement (including the schedules hereto) may not be amended, supplemented or modified and no term or condition or any part thereof may be waived without the consent of the Borrower(s) and the Bank.

7.5 SET-OFF & APPROPRIATION

- (a) The Bank shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature held / balances lying in any accounts of the Borrower(s) (whether singly or jointly with another or others) and on any monies, securities, bonds and all other assets, documents and properties held by / under the control of the Bank or any of its subsidiary/affiliates whether by way of security or otherwise pursuant to any contract entered / to be entered into by the Borrower(s) in any capacity to the extent of all outstanding dues, whatsoever, arising as a result of any loans/ facilities/ any other banking services that may be/ have been granted by the Bank to the Borrower(s). The Bank is entitled to settle any Indebtedness whatsoever owed by the Borrower(s) to the Bank by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Borrower(s) (whether singly or jointly with another

or others) with the Bank (or any of its subsidiary/affiliates) to combine or consolidate at any time all or any of the accounts and liabilities of the Borrower(s) including accounts not related to the Facility. The Bank's rights hereunder shall not be affected by the Borrower(s)' insolvency, bankruptcy or winding-up.

7.6 EVIDENCE OF DEBT

- (a) The Bank shall maintain, in accordance with its usual practice, accounts evidencing the amounts from time to time lent by and/or owing to it under the Facility (ies) which shall be prima facie and conclusive evidence of the existence and amount of obligations of the Borrower(s).

7.7 NOTICE

- (a) All notices or other communications under or in connection with Facility shall be given in writing and shall be deemed to be effective if provided in following manner:

Notice to the Borrower(s) -

- (i) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the Bank; and
- (ii) if sent by e-mail, SMS, WhatsApp or any other electronic or telecommunication mode, when sent by the Bank

Notice to the Bank -

- (i) if sent by letter, when delivered personally (or if dispatched by post, when recall of the letter is outside the control of the Borrower(s)); and
- (ii) if sent by e-mail on the designated email ID of the Bank, when received by the Bank.

Provided, however, that no notice or communication to the Bank shall be effective unless actually received and acknowledged by the Bank.

- (b) All notices or communication to the Borrower(s) or the Bank, as the case may be, shall be made to the address, email provided in Schedule I, or such other address as may be notified by Borrower(s) from time to time.
- (c) All notices or communication from the Borrower(s) to the Bank, through email, shall be from the email ID of the Borrower(s) or authorized signatory of the Borrower(s), as provided in Schedule I or from the email ID of any other authorized signatory, as may be notified by the Borrower(s) in writing, from time to time, and such notice or communication shall be considered valid and binding on the Borrower(s) and the Bank shall be authorized to rely and act upon such email notices or communications, without any further checks or verification, including with regard to its validity, genuineness or accuracy.
- (d) The Borrower(s) acknowledges and confirms that any notice provided by the Bank shall be treated by the Borrower(s) as sufficient and reasonable notice to the Borrower(s) and agrees to assume the liability for any non-delivery of a notice as aforesaid, by any reason of any error, electronic or otherwise.

7.8 ASSIGNMENT

- (a) The Borrower(s) shall not assign or transfer, all or any of its rights, benefits or obligations under the Transaction Documents without the approval of the Bank. The Bank may, at any time, sell, assign, novate or transfer, all or any of its rights, benefits and obligations, under this Facility Agreement and Transaction Documents in whole or in part and on such terms as the Bank may decide including assigning or reserving to the Bank the power to proceed against the Borrower(s), on behalf of the assignee, in Events of Default for any amounts due by the Borrower(s) under this Facility Agreement. The Bank may, if it so desires, also assign to such assignee, the right to proceed against the Borrower(s) directly. Any such sale or assignment shall bind the Borrower(s) and the Borrower(s) shall accept the third-party assignee as its sole creditor or creditor jointly with the Bank. Notwithstanding any such assignment or transfer, the Borrower(s) shall, unless otherwise notified by the Bank continue to make all payments under the Facility Agreement to the Bank and all such payments when made to the Bank shall constitute a full discharge to the Borrower(s) from all its liabilities in respect of such payments.

The Borrower(s) also expressly recognises and accepts that in the event the Bank sells/assigns to any third party the Facility and all outstandings due to the Bank, such assignment may cover transfer and assignment of any or all rights and obligations of the Bank under this Facility Agreement which may inter alia include but not limited to the right to determine rate of interest, determine reference rate / prime lending rate applicable to the Facility, re-pricing and pre-payment charges, collection procedure and all other relevant and incidental matters to the relating to the Facility and/ or rights over the Property(ies). Any such sale, assignment, transfer of the Facility, outstandings due and rights/obligations of the Bank shall conclusively bind the Borrower(s).

- (b) Without prejudice to the aforesaid provision, the Bank may, without notice to the Borrower(s), share the credit risk of the whole or a part of the Facility with any person by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon or held by the Bank under the Transaction Documents shall remain valid, effective and enforceable by the Bank on the same terms and conditions and the Borrower(s) shall continue to discharge in full all its obligations under the Transaction Documents to Bank. The Borrower(s) shall not have and shall not claim any privity of contract with such participating bank on account of any reason whatsoever.

7.9 CROSS COLLATERAL

- (a) The Borrower(s) acknowledges that in case there being any outstanding by the Borrower(s) under this Facility or any other financial facility availed of by the Borrower(s), apart from this Facility, the Bank shall not be obliged to release the security created by the Borrower(s) under this Facility or any other financial facility availed of by the Borrower(s) from the Bank and the Borrower(s) hereby authorizes the Bank to extend the security to cover such outstanding financial facility. Similarly, in the event of there being any outstanding by the Borrower(s) under this Facility, the Bank shall not be obliged to release the security created by the Borrower(s) for other financial facility availed by the Borrower(s) from the Bank and the Borrower(s) undertakes to extend such security to cover the Borrower's Dues under this Facility Agreement.

7.10 GOVERNING LAW AND JURISDICTION

- (a) This Facility Agreement and Transaction Documents (unless otherwise specified in any Transaction Documents) shall be governed by and construed in accordance with the laws of India. The Parties hereto unconditionally submit to the exclusive jurisdiction of the courts and tribunals in place in India where the branch of the Bank disbursing the Facility is situated, for the determination of any matters arising out of or under this Facility Agreement. Provided that nothing stated herein shall (and/or shall be construed so as to) limit the right of the Bank to initiate proceedings against the Borrower(s), or both, in any other court of competent jurisdiction and nor shall the initiation of the proceedings in any one or more jurisdictions by the Bank preclude the taking of the proceedings by the Bank in any other jurisdiction (whether concurrently or not).

7.11 SEVERABILITY

- (a) Any provision of the Transaction Documents which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of the Transaction Documents or affect such provision in any other jurisdiction.

7.12 INCONSISTENCY

Sanction Letter forms an integral part of this Facility Agreement and by signing this Facility Agreement, the Borrower(s) agrees and accept the terms of the Sanction Letter issued by the Bank This Facility Agreement, the Sanction Letter and any other documents referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect of the subject matter hereof, except for those provisions of the Sanction Letter issued prior to this Facility Agreement which are in addition to and complement, and are not the same or in conflict with, the terms of this Facility Agreement. In the event of any conflict between the terms, conditions and provisions of this Facility Agreement and any agreement or documents attached hereto or referred to herein, then in such event, the terms, conditions and provisions of this Facility Agreement shall prevail.

7.13 DISCLOSURES

- (a) The Borrower(s) agree, accept and consent for the disclosure and sharing by the Bank of all or any information and data relating to the Borrower(s)/ Guarantor(s) or any credit facility, including but not limited to financial information, information relating to default, if any, committed by the Borrower(s)/ Guarantor(s), in the discharge of their obligations, as the Bank may deem appropriate and necessary to disclose and furnish, to RBI and/or any agency(ies)/credit bureaus authorized in this behalf by RBI, to information utilities, to its professional advisers and consultants and to its service providers, group companies, third party or otherwise, through written or oral communication including paper publication (with or without photographs) and/or as required under applicable law, at the order of a court of law, or any statutory, regulatory or supervisory authority of any jurisdiction.
- (b) The Borrower(s) accepts that RBI or any other agency so authorized, any statutory, regulatory or supervisory authority, 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 responsible or liable in this regard. The Borrower(s) further gives consent to the Bank, to recover/set off any fees required to be paid by the Bank to the information utilities, for availing their services in relation to the Facility, from the disbursements made to the Borrower(s) by the Bank, from time to time. The Bank, its group companies, agents/representatives would be entitled to provide the Borrower(s), its promoters, directors and employees, information on various products, offers and services through any mode (including through telephone calls / SMS / emails).

7.14 COLLECTIONS/ADMINISTRATION

(a) It is agreed by the Borrower(s), that without prejudice to any rights of Bank, all acts / steps as are necessary for Bank to take in order to monitor the Facility and its utilisation and/or the obligations of the Borrower(s) and /or the Borrower's compliance with the terms hereof and / or to recover amounts due to Bank or any part or portion thereof, shall and/or may be carried out by and / or through such other person (including a company or body corporate) 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 that may thus be appointed by the Bank, all documents statements of accounts and other information of whatsoever nature pertaining to the Borrower(s) and/or the Facility. Further, the Borrower(s) expressly recognises and accepts that the Bank shall, without prejudice to its rights to perform such activities either itself or through its officers or servants, be absolutely entitled and have full power and authority to appoint one or more third parties or other persons of the Bank's choice and to transfer or delegate to such third parties or persons, the right and authority to collect on behalf of the Bank all unpaid amounts and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including attending the office or residence of the Borrower(s), receiving the Borrower's Dues, and generally performing all lawful acts as the third party may consider appropriate for such purposes.

IN WITNESS WHEREOF the Borrower(s) and Bank have caused this Facility Agreement to be executed on the day, month and year specified in **Schedule I**.

FOR THE BANK:		
ICICI Bank Limited	Name of Signatory(ies): 1. 2. 3.	Signatures:
FOR THE BORROWER(S):		
Name of the Borrower(s) 1. 2. 3.	Name of Signatory(ies): 1. 2. 3.	Signatures:
¹FOR THE BORROWER(S) (<i>through his/ her/ their constituted attorney</i> vide power of attorney dated [.]):		
Name of the Attorney: 1. 2. 3.	Name of Signatory(ies): 1. 2. 3.	Signatures:

¹ **Internal Note:** This is applicable in case of NRI Borrower(s) when the Borrower has authorized his attorney to execute documents on his behalf through a POA. Please ensure that there is a valid POA autorising attorney to execute documents including loan documents on behalf of borrower.

SCHEDULE I**PART A****DESCRIPTION OF THE BORROWER(S), GUARANTOR(S), FACILITY AND THE SECURITY**

Date of the Facility Agreement																										
Place of execution																										
Name of the Bank and branch details	Branch: Authorized Official:																									
Loan Account Number/ Overdraft Account Number/Money Saver Account Number																										
Total Facility	<table border="1"> <thead> <tr> <th colspan="2">Facility</th> <th>Amount(In Rupees)</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Rupee Term Loan</td> <td>Tranche I</td> <td></td> </tr> <tr> <td>Tranche II</td> <td></td> </tr> <tr> <td colspan="2">Straight Line Overdraft</td> <td></td> </tr> <tr> <td colspan="2">Drop Line Overdraft</td> <td></td> </tr> <tr> <td colspan="2">Straight Line Overdraft Plus Drop Line Overdraft</td> <td></td> </tr> <tr> <td rowspan="2">Money Saver Account</td> <td>Tranche I</td> <td></td> </tr> <tr> <td>Tranche II</td> <td></td> </tr> <tr> <td colspan="2">Total</td> <td></td> </tr> </tbody> </table>	Facility		Amount(In Rupees)	Rupee Term Loan	Tranche I		Tranche II		Straight Line Overdraft			Drop Line Overdraft			Straight Line Overdraft Plus Drop Line Overdraft			Money Saver Account	Tranche I		Tranche II		Total		
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Drop Line Overdraft																										
Straight Line Overdraft Plus Drop Line Overdraft																										
Money Saver Account	Tranche I																									
	Tranche II																									
Total																										
Borrower(s) Details	Name: _____ Constitution: Individual Partnership Firm LL.P Pvt. Company Public company HUF If Proprietary firm, name of Proprietor: _____ Registered office/residential address (with Pin code): _____ _____ _____ Communication address (with Pin code): _____ _____ _____ Email ID: _____ Mobile No.: _____ Whether: <input type="checkbox"/> Non-Resident Indian <input type="checkbox"/> Person of Indian Origin <input type="checkbox"/> Resident Indian																									

Co-Borrower Details	<p>Name: _____</p> <p>Constitution: Individual/ Partnership Firm LL.P Pvt. Company Public company HUF</p> <p>If Proprietary firm, name of Proprietor: _____</p> <p>Registered office/residential address (with Pin code): _____</p> <p>_____</p> <p>_____</p> <p>Communication address (with Pin code): _____</p> <p>_____</p> <p>_____</p> <p>Email ID: _____ Mobile No.: _____</p> <p>Name: _____</p> <p>Constitution: Individual Partnership Firm LL.P Pvt. Company Public company HUF</p> <p>If Proprietary firm, name of Proprietor: _____</p> <p>Registered office/residential address (with Pin code): _____</p> <p>_____</p> <p>_____</p> <p>Communication address (with Pin code): _____</p> <p>_____</p> <p>_____</p> <p>Email ID: _____ Mobile No.: _____</p>
	Guarantor(s) Details

Email ID: _____ Mobile No.: _____

1.

2.

[Details of other Securities]

Details of the Property(ies)/ Securities

PART B

TERMS AND CONDITIONS OF TRANCHE I FACILITY

Facility Amount	₹ _____/-
Type of Facility	<input type="checkbox"/> Rupee Term Loan <input type="checkbox"/> Money Saver Account
Purpose	The Facility is for the purpose of: <input type="checkbox"/> purchase of residential property; <input type="checkbox"/> construction of residential unit; <input type="checkbox"/> purchase of land ; <input type="checkbox"/> for purchase of office; <input type="checkbox"/> purchase of commercial property; <input type="checkbox"/> Education; <input type="checkbox"/> Improvement, repair, renovation of property; <input type="checkbox"/> Medical treatment; <input type="checkbox"/> Agricultural activities (not applicable in case of NRI); <input type="checkbox"/> Allied Activities; <input type="checkbox"/> Other personal need; <input type="checkbox"/> If for any other purpose, please specify _____
Tenor of the Facility	_____ months from the date of disbursement.
Applicable Rate of Interest	<input type="checkbox"/> ADJUSTABLE INTEREST RATE FOR THE FACILITY i) The rate of interest for the Facility shall be sum of the External Benchmark Rate *+ 'Spread' per annum, plus applicable statutory levy, if any. For the first disbursement under the Facility, the applicable Repo Rate shall be the rate prevailing one Business Day preceding the date of the disbursement and for subsequent draws, the Repo Rate prevailing for the Facility shall be applicable. *For the purpose of the above, External Benchmark Rate shall be 'Repo Rate' or 'Policy Repo Rate' which is published by the RBI on the RBI website from time to time. ii) Computation of Interest: For the Facility: As on date the 'Repo Rate' is _____% and 'Spread' is _____%. Applicable Rate of Interest shall be _____ % per annum. The Repo Rate component of the Applicable Rate of Interest will be reset on the first day of the third subsequent month from the month in which the Facility is first disbursed (irrespective of the date of disbursement) and every three months thereafter, as a sum of Repo Rate + 'Spread' , plus applicable statutory levy, if any. The applicable Repo Rate shall be the rate prevailing one Business Day preceding the reset date. ** ** Illustration: For first disbursements made in the month of October 2019 under the facilities sanctioned by the Bank, the first reset date will be January 1, 2020

and thereafter on April 1, 2020 and so on.

The Bank reserves the right to modify the reset frequency and reset date from time to time in accordance with the extant RBI Guidelines. The Borrower(s) further acknowledges that Interest Rate may change, upward or downwards, as the case may be, in line with change in the Repo Rate.

The Bank may revise the Spread once every 3(three) years from the date of the first disbursement, in accordance with the extant RBI Guidelines. Notwithstanding anything contained herein, the Bank reserves the right to reset the Spread at any time upon substantial change in the Borrower(s)' credit assessment and/ or on account of deterioration in the credit risk profile. Any change in 'Spread' would be communicated by the Bank through either: (i) Letter (ii) E-Mail (iii) SMS (iv) Statements of Accounts (v) WhatsApp or any other suitable mode.

The Bank shall notify the changes in the Repo Rate by displaying it on the notice board of the branch and/or by publishing it on the Website. The Bank shall not be obligated to notify such change to the Borrower(s) by issuing any specific notice. The Borrower(s) is therefore required to check the notice board or Website for updating itself about the same and shall be liable to pay such revised rate of interest

The Bank also reserve the right to change the External Benchmark from Repo rate to any other benchmark in accordance with the extant RBI guidelines.

FIXED RATE OF INTEREST FOR THE FACILITY

i) Fixed Rate of Interest shall mean the interest which is fixed for the entire tenure of the Facility and payable in a manner more particularly set out herein under;

ii) **Computation of Interest:**

For the Facility : The Applicable Rate of Interest for paying Monthly Instalment and Pre Monthly Instalment shall be _____% per annum plus applicable interest tax and/ other statutory levy.

SEMI FIXED RATE OF INTEREST FOR THE FACILITY

i) Computation of Interest:

For the Facility:

(i) For the fixed period of _____ months, interest shall be _____% per annum.

(ii) Once it gets converted into Adjustable Interest Rate, the applicable interest rate shall be sum of the **External Benchmark Rate** * prevailing on the date of conversion + '**Spread**' of _____ % per annum, plus applicable statutory levy, if any ("**Interest Rate**").

*For the purpose of the above, External Benchmark Rate shall be 'Repo Rate' or 'Policy Repo Rate' which is published by RBI on the RBI website from time to time.

Upon conversion, all terms as applicable to Adjustable Rate of Interest shall apply.

Repayment Schedule/ Repayment Terms

For Rupee Term Loan Facility

- a) Term of repayment _____ months*
- b) Date of commencement of Instalments _____
- c) Due Date for payment of Monthly Instalment _____
- d) Repayment schedule:

	Amount of each Monthly instalment	Period	Amount (in million)
		_____ to _____ Months	₹ _____
		_____ to _____ Months	₹ _____
		_____ to _____ Months	₹ _____
		_____ to _____ Months	₹ _____
		_____ to _____ Months	₹ _____
<i>*(subject to variation)</i>			
For Money Saver Account -			
Term of Repayment*		_____ months	
Monthly Repayment (principal + interest)**		₹ _____	
Due Date(s) for principal amount			
Due Date(s) for interest			
<i>*(subject to variation)</i>			
<p>** Subject to interest benefit getting accrued on the excess balance kept in the Money Saver Account which will reduce the repayment towards interest due for the month. The principal amount will be as per repayment schedule communicated by the bank at the time of disbursement.</p> <p>i. If the Money Saver Account is disbursed on or before 15th of the current month then the applicable first principal amount will be payable on the 1st of the next month. However, if the disbursement is done post 15th of the current month then the applicable first principal amount will be payable on the 1st of the next to next month. This is applicable only for the first principal payment and the subsequent principal payment will be payable on the 1st of every month</p>			
Additional Interest	The Additional Interest would be 24% per annum (plus applicable taxes or other statutory levies, if any).		

PART C

TERMS AND CONDITIONS OF TRANCHE II FACILITY

Facility Amount	₹ _____/-
Type of Facility	<input type="checkbox"/> Rupee Term Loan <input type="checkbox"/> Money Saver Account
Purpose	The Facility is for the purpose of: <input type="checkbox"/> purchase of residential property; <input type="checkbox"/> construction of residential unit; <input type="checkbox"/> purchase of land ; <input type="checkbox"/> for purchase of office; <input type="checkbox"/> purchase of commercial property; <input type="checkbox"/> Education; <input type="checkbox"/> Improvement, repair, renovation of property; <input type="checkbox"/> Medical treatment; <input type="checkbox"/> Agricultural activities (not applicable in case of NRI); <input type="checkbox"/> Allied Activities; <input type="checkbox"/> Other personal need; <input type="checkbox"/> If for any other purpose, please specify _____
Tenor of the Facility	_____ months from the date of disbursement.
Applicable Rate of Interest	<input type="checkbox"/> ADJUSTABLE INTEREST RATE FOR THE FACILITY i) The rate of interest for the Facility shall be sum of the External Benchmark Rate *+ 'Spread' per annum, plus applicable statutory levy, if any. For the first disbursement under the Facility, the applicable Repo Rate shall be the rate prevailing one Business Day preceding the date of the disbursement and for subsequent draws, the Repo Rate prevailing for the Facility shall be applicable. *For the purpose of the above, External Benchmark Rate shall be 'Repo Rate' or 'Policy Repo Rate' which is published by the RBI on the RBI website from time to time. ii) Computation of Interest: For the Facility: As on date the 'Repo Rate' is _____% and 'Spread' is _____%. Applicable Rate of Interest shall be _____ % per annum. The Repo Rate component of the Applicable Rate of Interest will be reset on the first day of the third subsequent month from the month in which the Facility is first disbursed (irrespective of the date of disbursement) and every three months thereafter, as a sum of Repo Rate + 'Spread' , plus applicable statutory levy, if any. The applicable Repo Rate shall be the rate prevailing one Business Day preceding the reset date. ** ** Illustration: For first disbursements made in the month of October 2019 under the facilities sanctioned by the Bank, the first reset date will be January 1, 2020 and thereafter on April 1, 2020 and so on. The Bank reserves the right to modify the reset frequency and reset date from time to time in accordance with the extant RBI Guidelines. The Borrower(s) further acknowledges that Interest Rate may change, upward or downwards, as the case

	<p>may be, in line with change in the Repo Rate.</p> <p>The Bank may revise the Spread once every 3(three) years from the date of the first disbursement, in accordance with the extant RBI Guidelines. Notwithstanding anything contained herein, the Bank reserves the right to reset the Spread at any time upon substantial change in the Borrower(s)' credit assessment and/ or on account of deterioration in the credit risk profile. Any change in 'Spread' would be communicated by the Bank through either: (i) Letter (ii) E-Mail (iii) SMS (iv) Statements of Accounts (v) WhatsApp or any other suitable mode.</p> <p>The Bank shall notify the changes in the Repo Rate by displaying it on the notice board of the branch and/or by publishing it on the Website. The Bank shall not be obligated to notify such change to the Borrower(s) by issuing any specific notice. The Borrower(s) is therefore required to check the notice board or Website for updating itself about the same and shall be liable to pay such revised rate of interest</p> <p>The Bank also reserve the right to change the External Benchmark from Repo rate to any other benchmark in accordance with the extant RBI guidelines.</p> <hr/> <p><input type="checkbox"/> FIXED RATE OF INTEREST FOR THE FACILITY</p> <p>i) Fixed Rate of Interest shall mean the interest which is fixed for the entire tenure of the Facility and payable in a manner more particularly set out herein under;</p> <p>ii) Computation of Interest: For the Facility : The Applicable Rate of Interest for paying Monthly Instalment and Pre Monthly Instalment shall be _____% per annum plus applicable interest tax and/ other statutory levy.</p> <hr/> <p><input type="checkbox"/> SEMI FIXED RATE OF INTEREST FOR THE FACILITY</p> <p>i) Computation of Interest:</p> <p>For the Facility:</p> <p>(i) For the fixed period of _____ months, interest shall be _____% per annum.</p> <p>(ii) Once it gets converted into Adjustable Interest Rate, the applicable interest rate shall be sum of the External Benchmark Rate * prevailing on the date of conversion + 'Spread' of _____ % per annum, plus applicable statutory levy, if any ("Interest Rate").</p> <p>*For the purpose of the above, External Benchmark Rate shall be 'Repo Rate' or 'Policy Repo Rate' which is published by RBI on the RBI website from time to time.</p> <p>Upon conversion, all terms as applicable to Adjustable Rate of Interest shall apply.</p>
<p>Repayment Schedule/ Repayment Terms</p>	<p>For Rupee Term Loan Facility</p> <p>e) Term of repayment _____ months*</p> <p>f) Date of commencement of Instalments _____</p> <p>g) Due Date for payment of Monthly Instalment _____</p> <p>h) Repayment schedule:</p>

Amount of each Monthly instalment	Period	Amount (in million)
	____ to ____ Months	₹

*(subject to variation)

For Money Saver Account -

Term of Repayment*	_____ months
Monthly Repayment (principal + interest)**	₹ _____
Due Date(s) for principal amount	
Due Date(s) for interest	

*(subject to variation)

** Subject to interest benefit getting accrued on the excess balance kept in the Money Saver Account which will reduce the repayment towards interest due for the month. The principal amount will be as per repayment schedule communicated by the bank at the time of disbursement.

ii. If the Money Saver Account is disbursed on or before 15th of the current month then the applicable first principal amount will be payable on the 1st of the next month. However, if the disbursement is done post 15th of the current month then the applicable first principal amount will be payable on the 1st of the next to next month. This is applicable only for the first principal payment and the subsequent principal payment will be payable on the 1st of every month

Additional Interest	The Additional Interest would be 24% per annum (plus applicable taxes or other statutory levies, if any).
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PART D

DETAILS OF OVERDRAFT FACILITY AND TERMS AND CONDITION

Overdraft Facility Limit	Straight Line Overdraft	₹ _____
	Drop Line Overdraft	₹ _____
	Straight Line Overdraft Plus Dropline Overdraft	₹ _____
Purpose	<p>The Facility is for the purpose of:</p> <input type="checkbox"/> Business; <input type="checkbox"/> Education; <input type="checkbox"/> Purchase of property; <input type="checkbox"/> Improvement, repair, renovation of property; <input type="checkbox"/> Medical treatment; <input type="checkbox"/> Agricultural Activities; <input type="checkbox"/> Allied Activities; <input type="checkbox"/> Other personal need; <input type="checkbox"/> If for any other purpose, please specify _____	
Tenor of the Overdraft Facility	<p>_____ months from the date of Facility Agreement.</p> <p>The Overdraft Facility shall be initially valid for a period of twelve months. On expiry of the validity period the Bank may, at its own discretion and subject to terms and conditions renew the Overdraft Facility for an additional period of twelve months on a year-to-year basis, such that the original validity period and subsequent renewed period do not exceed the Tenor of the Facility</p>	
Applicable Rate of Interest	<p><input type="checkbox"/> ADJUSTABLE INTEREST RATE FOR THE FACILITY</p> <p>i) The rate of interest for the Facility shall be sum of the External Benchmark Rate * + 'Spread' per annum, plus applicable statutory levy, if any. For the first disbursement under the Facility, the applicable Repo Rate shall be the rate prevailing one Business Day preceding the date of the disbursement and for subsequent draws, the Repo Rate prevailing for the Facility shall be applicable.</p> <p>*For the purpose of the above, External Benchmark Rate shall be 'Repo Rate' or 'Policy Repo Rate' which is published by the RBI on the RBI website from time to time.</p> <p>ii) Computation of Interest:</p> <p>For the Facility: As on date the 'Repo Rate' is _____% and 'Spread' is _____%. Applicable Rate of Interest shall be _____ % per annum.</p> <p>The Repo Rate component of the Applicable Rate of Interest will be reset on the first day of the third subsequent month from the month in which the Facility is first disbursed (irrespective of the date of disbursement) and every three months thereafter, as a sum of Repo Rate + 'Spread' , plus applicable statutory levy, if any. The applicable Repo Rate shall be the rate prevailing one Business Day preceding the reset date. **</p> <p><i>** Illustration: For first disbursements made in the month of October 2019 under the facilities sanctioned by the Bank, the first reset date will be January 1, 2020 and thereafter on April 1, 2020 and so on.</i></p> <p>The Bank reserves the right to modify the reset frequency and reset date from time</p>	

	<p>to time in accordance with the extant RBI Guidelines. The Borrower(s) further acknowledges that Interest Rate may change, upward or downwards, as the case may be, in line with change in the Repo Rate.</p> <p>The Bank may revise the Spread once every 3(three) years from the date of the first disbursement, in accordance with the extant RBI Guidelines. Notwithstanding anything contained herein, the Bank reserves the right to reset the Spread at any time upon substantial change in the Borrower(s)' credit assessment and/ or on account of deterioration in the credit risk profile. Any change in 'Spread' would be communicated by the Bank through either: (i) Letter (ii) E-Mail (iii) SMS (iv) Statements of Accounts (v) WhatsApp or any other suitable mode.</p> <p>The Bank shall notify the changes in the Repo Rate by displaying it on the notice board of the branch and/or by publishing it on the Website. The Bank shall not be obligated to notify such change to the Borrower(s) by issuing any specific notice. The Borrower(s) is therefore required to check the notice board or Website for updating itself about the same and shall be liable to pay such revised rate of interest. The Bank also reserve the right to change the External Benchmark from Repo rate to any other benchmark in accordance with the extant RBI guidelines.</p> <hr/> <p><input type="checkbox"/> FIXED RATE OF INTEREST FOR THE FACILITY</p> <p>i) Fixed Rate of Interest shall mean the interest which is fixed for the entire tenure of the Facility and payable in a manner more particularly set out herein under;</p> <p>ii) Computation of Interest: For the Facility : The Applicable Rate of Interest for paying Monthly Instalment and Pre Monthly Instalment shall be _____ % per annum plus applicable interest tax and/ other statutory levy.</p> <hr/> <p><input type="checkbox"/> SEMI FIXED RATE OF INTEREST FOR THE FACILITY</p> <p>i) Computation of Interest:</p> <p>For the Facility:</p> <p>(i) For the fixed period of _____ months, interest shall be _____ % per annum.</p> <p>(ii) Once it gets converted into Adjustable Interest Rate, the applicable interest rate shall be sum of the External Benchmark Rate * prevailing on the date of conversion + 'Spread' of _____ % per annum, plus applicable statutory levy, if any ("Interest Rate").</p> <p>*For the purpose of the above, External Benchmark Rate shall be 'Repo Rate' or 'Policy Repo Rate' which is published by RBI on the RBI website from time to time.</p> <p>Upon conversion, all terms as applicable to Adjustable Rate of Interest shall apply</p>
<p>Overdraft Limit Reduction Frequency (if applicable)</p>	<p><input type="checkbox"/> Monthly</p> <p><input type="checkbox"/> Yearly</p>
<p>Overdraft Limit Reduction / Principal amount repayment in</p>	<p>In case of Dropline Overdraft Facility, the principal amount of the overdraft limit shall reduce at the frequency indicated above based on the tenure of the Overdraft Facility such that at the end of the tenor, the outstanding Overdraft Facility limit becomes zero.</p>

case of Dropline Overdraft Facility Additional Terms applicable to Drop Line Overdraft Facility	The Borrower shall reduce the overdraft limit by paying ₹ _____ /- or _____ % of the principal amount of the Overdraft Facility at the frequency indicated above.
Terms and Conditions applicable in case of Overdraft product variant having Auto-Sweep facility	<p>[] I/ We opt for Auto-Sweep facility connected with my/ our Saving Account no. _____ (hereinafter referred to as "Saving Account"):</p> <p>Terms and Conditions for Auto-Sweep facility:</p> <p>(a) The Overdraft Facility shall be linked to the Saving Account and in case of insufficiency of funds in the Saving Account, funds from the Overdraft Account shall be automatically swept to the Saving Account.</p> <p>(b) The money/funds swept from the Overdraft Account to the Saving Account shall be considered as draws under the Overdraft Facility.</p> <p>(c) Upon utilization of money/fund, by way of an auto-sweep, as mentioned above, if the Borrower(s) deposits money/funds in the Saving Account thereafter, the money shall be appropriated in the Overdraft Account towards realization of the overdrawn amount</p> <p>(d) The Overdraft Facility cannot be used by the Borrower(s) to repay any other credit facility availed from ICICI Bank such as any loan or credit card outstanding due by the Borrower(s) to ICICI Bank. The Overdraft Facility shall be used solely for the purpose agreed upon in this Facility.</p> <p>(e) The minimum amount due on the Overdraft Facility would be debited from the Saving Account every month on the Due Date.</p> <p>(f) The Borrower acknowledges and agrees to abide by the Terms and Conditions of the standard "Savings Account" (the "Standard Terms") as available on www.icicibank.com</p>

SCHEDULE II

ADDITIONAL TERMS APPLICABLE IN CASE THE FACILITY IS IN THE FORM OF MONEY SAVER ACCOUNT

The Terms and conditions of this Schedule shall be in addition to and not in substitution of the Facility Agreement and shall be read in conjunction with as a part of the Facility Agreement.

ICICI Bank Account Number to be linked with Money Saver Account for collection of principal and/or interest and other charges	Account number-
Computation of Interest Benefit	<p>In Money Saver Account, interest for the month will be calculated at the Applicable Rate of Interest on the outstanding Facility amount less the funds deposited by the Borrower(s) in the Money Saver Account on the daily outstanding balance with monthly rest.</p> <p>For Illustration: Let us first assume that the Borrower(s) has opted for Money Saver Account and a Facility of Rs 20,00,000/- has been disbursed and interest rate applicable is 7.5% p.a . Further the Borrower(s) has /have deposited a sum of Rs 7,00,000/- in the Money Saver Account. For this purpose it is being assumed that there is no change in the interest rate , fund deposited and balance remains the same throughout the month in Money Saver Account.</p>

	<p>In the above e.g, the interest liability will be computed on Facility amount minus the amount deposited by the borrower/ available in the Money Saver Account i.e on Rs 13,00,000-(Rs 20,00,000/- minus 7,00,000/- = 13,00,000/-)</p> <p>The deposit in the Money Saver Account does not earn any interest, however the deposit is used to offset the principal amount for computation of interest liability. The quantum of interest liability can be reduced depending upon the money deposited by the Borrower(s) in the Money Saver Account.</p>
<p>Terms and Conditions</p>	<ul style="list-style-type: none"> i. The Borrower(s) shall be entitled to deposit and withdraw monies in the Money Saver Account. The amount / funds deposited in the Money Saver Account may be drawn out of the Money Saver Account from time to time by means of cheques / pay orders / authorisations. The maximum amount of draws which the Borrower(s) can make by any of the modes specified herein, or otherwise shall be restricted to the extent of the fund deposited /excess amount maintained by the Borrower(s) in the Money Saver Account. ii. The overdraft limit in the Money Saver Account shall be equal to the amount of loan facility disbursed to or on behalf of the Borrower(s). Money Saver Account will be the loan account. iii. All outstanding amounts of interest, commission, discount, exchange, service charges and other costs, charges and monies in respect of the Facility, whether debited to the Money Saver Account or not, shall also be included in determining the availability of the Facility limit under Money Saver Account. iv. The Bank may, at its sole discretion and on such terms and conditions as the Bank may deem fit, agree to the Borrower(s)' request for enhancement or decrease in the Facility limit under Money Saver Account. v. In the event any monies are remaining due and payable by the Borrower(s) to the Bank, the Bank may, at its sole discretion, reduce the availability of the amounts of the overdraft limit and / or adjust such monies against the available Facility limit and all such adjustments shall be treated as draws by the Borrower(s). vi. In the event of draws out of the Money Saver Account in excess of Facility limit by the Borrower(s), the Borrower(s) shall repay all such excess drawings unless otherwise specified by the Bank. Till repayment of such excess drawings, the excess drawn amounts shall carry interest at the Additional Interest Rate plus applicable interest tax or other statutory levy. All the provisions of the Facility Agreement and other Transaction Documents and all securities created, if any, pursuant to the Facility will extend to cover such excess drawing. vii. The Facility is not revolving in nature and any repayment(s) made by the Borrower(s) towards the Facility shall not be considered as limits available for withdrawal by the Borrower(s) under the Money Saver Account. viii. in the event the money so deposited in the Money Saver Account exceeds the outstanding Facility amount no Interest Benefit shall be provided on such additional amount; ix. If the funds maintained in the account is over and above the principal outstanding, then such additional funds should be transferred from the Money Saver Account to the ICICI Bank linked savings account of the Borrower/s. x. The Borrower(s) shall be provided with a cheque book, enquiry card , internet banking facility in relation to the operation of the Money Saver Account and or any other operation as may be decided by the Bank. xi. Enquiry card will be issued in the name of the main account holder only. xii. The Facility shall be available at floating rate of interest only; xiii. The Borrower/s will not have an option to do the part payment of the facility in the Money Saver Account. xiv. if the facility amount disbursed to the non individual Borrower/s by the Lender is less than the ten percent of the total exposure of the Lender on the non individual borrower/s, the Money

	<p>Saver Account shall be opened with a debit freeze and the Borrower/s shall not be able to withdraw any funds from the Money Saver Account.</p> <p>xv. Money saver OD account statement will reflect only main Applicant name irrespective of mode of operations or number of Applicants and Co-applicants.</p> <p>xvi. The Internet Banking user ID of ICICI Bank Saving account will be linked to the Money Saver Account to enable the internet banking facility</p> <p>xvii. For the purpose of clarity, enquiry card issued can only be used for domestic online transactions and is not applicable for cash withdrawal and international transactions.</p> <p>xviii. The Bank may, in its sole discretion, stipulate any additional conditions and/or change/revise the existing conditions of operation of the Money Saver Account by the Borrower(s) and the same shall be binding upon the Borrower(s).</p> <p>xix. The Bank reserves the right to restrict withdrawals from the Money Saver Account to ensure that the withdrawals of the amount of the Facility from the Money Saver Account are utilized only for the Purpose.</p> <p>xx. The terms of the Facility Agreement shall continue to be operative for the balance from time to time due by the Borrower(s) to the Bank in the Money Saver Account and such Money Saver Account shall not be considered as closed by reason of such Money Saver Account being brought to credit at any time or from time to time and then being drawn upon to the full extent and shall continue to be operative and unaffected until the Facility and all monies in respect thereof are repaid /paid in full to the Bank or applicability of the term of the Facility subject to account being closed earlier.</p> <p>xxi. The Borrower(s) authorizes the Bank to debit Borrower(s)'s savings account linked to the Money Saver Account for payment/repayment of the interest amount of the Facility and any other changes due and payable to the Bank. In case the balance available in the savings account is not sufficient for monthly payment/repayment of interest amount, then the Borrower(s) shall pay the applicable interest amount in the Money Saver Account either by doing an electronic fund transfer or by making cheque payment or by any other mode available. It is hereby clarified that the surplus, if any, in the Money Saver Account will be adjusted only towards repayment of principal amount and Borrower(s) shall remain obligated to repay the interest amount.</p> <p>xxii. The principal amount shall be payable on the first day of each respective month and surplus amount maintained in Money saver OD account will be adjusted towards principal amount as per the repayment schedule provided along with welcome letter. In case the balance available in the Money saver OD account is not sufficient for monthly payment/repayment of principal amount, then the Borrower(s) shall pay the applicable principal amount in the Money Saver Account either by doing an electronic fund transfer or by making cheque payment or by any other mode available</p> <p>xxiii. Recovery of the principal will start once the Money Saver loan is fully disbursed</p> <p>xxiv. The Borrower(s) acknowledges that Borrower(s) shall be responsible to maintain sufficient balance in the savings account</p> <p>xxv. Upon termination of the Facility, the facility in relation enquiry card , internet banking/ cheque book shall stand withdrawn / cancelled and vice versa.</p> <p>xxvi. The Bank shall be at liberty not to permit the Borrower(s) to:</p> <p>xxvii. withdraw from the Money Saver Account if the Money Saver Account has been classified as a non-performing asset (NPA) in accordance with the applicable RBI circular; or</p> <p>xxviii. withdraw from the Money Saver Account in case of breach of the terms of the Facility Agreement.</p>
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SCHEDULE III**SCHEDULE OF CHARGES**

All the rates of the Charges, Commissions and Fees mentioned below are subject to change, from time to time, as published on the Website or as stipulated by the Bank from time to time separately, and are exclusive of Taxes and statutory levies as applicable. The revised rates shall be binding on the Borrower(s), without any further act, deed or writing on the part of the Borrower(s). The Borrower(s) is therefore required to check the Website for updating itself about the same. The Borrower(s) acknowledges that publishing on Website by the Bank, is sufficient and adequate notice to the Borrower(s).

S.No.	PARTICULARS	DETAILS
1.	Processing Fee (Non Refundable)	[•] plus applicable taxes (including GST) and other statutory levies, if any. The processing/login fee is a one-time non-refundable fee and is collected by the Bank for the purpose of appraising the Application for the Facility and the same is independent of the outcome/result of such appraisal. The processing/login fee is payable at the time of submitting of the Application, by way of Cheque/Demand Draft favoring the Bank and/or such other mode as may be acceptable to the Bank.
2.	Administrative Charges (Non Refundable)	0.25 % of Facility Amount or ₹ 5000/- (Rupees Five Thousand only) whichever is lower. The Administrative charges are a one-time nonrefundable charges collected by the Bank for the purpose of appraising the valuation and legal verification of property to ascertain suitability of accepting the property for mortgage and the same is independent of the outcome /result of such appraisal.
3.	Commitment charges / Non utilisation fee (Applicable Overdraft Facility)	Minimum 30% utilization required on a quarterly average basis. Charge of 0.5% will be levied on the deficit amount*. *Not applicable for salaried customers
4.	Part Prepayment Fees	Nil of amount prepaid plus applicable taxes and/or other statutory levies.
5.	Prepayment Charges	<p><u>1. For the Facility with Fixed Interest Rate at the time of prepayment:</u></p> <p>a) 2% on home loan, home improvement loan, land loan and top up on home loan on amount prepaid and on all amounts tendered by the Borrower(s) towards prepayment of the Facility during the last one year from the date of final prepayment.</p> <p>b) 4% on Non-home loan (i.e Loan Against Property, Non Residential Premises, Lease Rental Discounting, Non Home Loan Top Up, Retail Trade Finance, Overdraft) on amount prepaid and on all amounts tendered by the Borrower(s) towards Prepayment of the Facility during the last one year from the date of final prepayment</p> <p>c) Nil Prepayment charges on fixed rate loans if loan is booked under priority sector lending and Borrower(s) type is small or Micro & Loan amount is less than or equal to Rs. 50 lacs.</p> <p><u>2) For the Facility with Adjustable Interest Rate at the time of prepayment:</u></p> <p>a) Nil prepayment charges on home loan, home improvement loan and land loan.</p> <p>b) Nil prepayment charges on top up on home loan where the Borrower(s) is individual and the end use of the loan facility is other than business purpose.</p> <p>c) 2% on top up on home loan on amount prepaid and on all amounts tendered by the Borrower(s) towards prepayment of the Facility during the last one year from the date of final prepayment where the loan is given to individual Borrower(s) for</p>

		<p>business purpose and to Non-Individual Borrower(s) for all purpose. Nil prepayment charges will be applicable to individual borrowers if loan is booked under priority sector lending and Borrower(s) type is Micro or Small Enterprise.</p> <p>d) Nil prepayment charges on Non-home loan (i.e Loan Against Property, Non Residential Premises, Lease Rental Discounting, Non Home Loan Top Up, Retail Trade Finance, Overdraft) where loan is given to Individual Borrower(s) and the end use of the Facility is other than business purpose.</p> <p>e) 4% on Non-home loan (i.e Loan Against Property, Non Residential Premises, Lease Rental Discounting, Non Home Loan Top Up, Retail Trade Finance, Overdraft) on amount prepaid and on all amounts tendered by the Borrower(s) towards prepayment of the Facility during the last one year from the date of final prepayment where the loan is given to individual Borrower(s) for business purpose and to non-individual Borrower(s) for all purpose. . Nil prepayment charges will be applicable to individual borrowers if loan is booked under priority sector lending and Borrower(s) type is Micro or Small Enterprise.</p> <p>f) Nil prepayment charges on Money Saver Account.</p>
6.	Conversion Charges	<p><u>If Prepayment charges are not applicable in the Facility, then conversion charges shall be ₹ 1000/- plus applicable taxes</u></p> <p><u>If Prepayment charges are applicable in the Facility, then conversion charges shall be as follows-</u></p> <p>Adjustable Interest Rate to Adjustable Interest Rate - 0.5% of the principal outstanding plus applicable taxes Semi Fixed Interest Rate to Adjustable Interest Rate - 0.5% of the principal outstanding plus applicable taxes Adjustable Interest Rate to Semi Fixed Interest Rate - 0.5% of the principal outstanding plus applicable taxes Fixed Interest Rate to Adjustable Interest Rate - 1.75% of the principal outstanding plus applicable taxes</p>
7.	Cheque/ECS/NACH dishonour Charges, per transaction	<p>₹ 500/- charges per bounce/return/dishonor of cheques and /or any payment instruction including AD / ECS / NEFT / E-Cheque or such other amount as may be specified by the Bank from time to time and it shall be levied as per the discretion of the Bank. The applicable taxes and/or other statutory levies shall be levied over and above charges charged by the Bank.</p>
8.	Property Document retrieval charges	<p>₹ 500/-plus applicable taxes and other statutory levies, if any.</p>
9.	Cheque/Repayment mode swap charges	<p>₹ 500/-plus applicable taxes and other statutory levies, if any.</p>
10.	Cheque reissuance & revalidation charges	<p>₹ 250/-plus applicable taxes and other statutory levies, if any.</p>
11.	Late Payment Fees (Applicable for Overdraft Product)	<p>₹ 500/-plus applicable taxes and other statutory levies, if any.</p>
12.	Charges for Amortisation Schedule	<p>₹ 150/-plus applicable taxes and other statutory levies, if any for physical print out</p>
13.	Charges for Statement of account	<p>₹ 150/-plus applicable taxes and other statutory levies, if any for physical print out</p>

14.	Charges for prepayment statement	₹ 150/-plus applicable taxes and other statutory levies, if any for physical print out
15.	Charges for duplicate NOC/No Dues Certificate	₹ 250/-plus applicable taxes and other statutory levies, if any.
16.	Charges for revalidation of NOC	₹ 100/- plus applicable taxes and other statutory levies, if any.
17.	Charge for non submission of post disbursement documents)	₹ 5000/- plus applicable taxes and other statutory levies, if any. Every month the said charge will be levied from the day the document is due till the same is not submitted.
18.	Charges for non collection of property documents post 60 days from the loan closure date	₹ 500/- plus applicable taxes and other statutory levies, if any. Every month charges will be levied till collection of documents
19.	Land Loan Penal Interest	1% annually on the principal outstanding or ₹ 50,000/- whichever is lower or such other amount as may be specified by the Bank from time to time and it shall be levied as per the discretion of the Bank. This will be levied if the construction of the house is not completed within 4 years from the first disbursement date. Interest will be levied every year after 4 years till the construction is completed.
20.	Renewal Fees (Applicable for Money Saver / Overdraft Product)	₹ 3000/- + applicable taxes for sanction limit upto ₹ 5 million. ₹ 5000/- + applicable taxes for sanction limit above ₹ 5 million. Subject to yearly renewal at the request of the Borrower(s) and subject to the sole discretion of the Bank and terms and conditions set out herein.
21.	Charges for List of Document	₹ 250/-plus applicable taxes and other statutory levies, if any.
22.	Loan Document Retrieval Charges	₹ 650/-plus applicable taxes and other statutory levies, if any.
23.	Cash Transaction Charges (for repayment of EMI due in cash at branches)	₹ 100/-plus applicable taxes and other statutory levies, if any.
24.	Information utility charges (Only for corporate cases)	₹ 300/-plus applicable taxes and other statutory levies, if any.
25.	Additional Admin Fee for Non Auto Debit cases	₹ 500/-plus applicable taxes and other statutory levies, if any.
26.	CIBIL Report Charges	1. For Individual Applicant/Co-applicant: ₹ 50/-plus applicable taxes and other statutory levies, if any. 2. For Non Individual (Corporate) Applicant/Co-Applicant: ₹ 500/-plus applicable taxes and other statutory levies, if any
27.	Non-refundable charges under Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI)	For registration of security created in favor of ICICI Bank: <ul style="list-style-type: none"> • When facility amount is equal to ₹5 lacs or lesser: ₹ 50/- plus applicable tax • When facility amount is greater than ₹ 5 lacs: ₹ 100/- plus applicable tax

		<p>The charges for modification and satisfaction of security created in favour of the Lender, if and when applicable, shall be levied as per applicable law. For current charges and any revisions thereof, kindly refer to the applicable rules, regulations, and notifications etc., issued by CERSAI. The CERSAI charges mentioned above are non-refundable, statutorily regulated and are subject to change as per applicable law.</p>
28.	Provisional Income Tax Certificate	Nil
29.	Final Income Tax Certificate	Nil
30.	Interest Certificate	Nil
31.	Change of Address	Nil
32.	No Objection Certificate / No Due Certificate	Nil

SCHEDULE IV

I. Classification as Special Mention Account and Non-Performing Asset-

Lending institution (i.e ICICI Bank) will recognize the incipient stress in loan accounts, immediately on default, by classifying them as Special Mention Accounts.

The basis of classification of SMA category shall be as follows:

LOANS IN THE NATURE OF TERM LOANS		LOANS IN THE NATURE OF CASH CREDIT/ OVERDRAFT	
SMA Sub-categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower for the period of
SMA-0	Upto 30 days		
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

Non-performing Asset- Non-Performing Asset (NPA) is a loan or an advance where:

- i. interest and/ or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan,
- ii. the account remains 'out of order' as indicated below, in respect of an Overdraft/Cash Credit (OD/CC),
- iii. the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted,
- iv. the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops,
- v. the instalment of principal or interest thereon remains overdue for one crop season for long duration crops.

'Out of Order' Status:

An account shall be treated as 'out of order' if:

- i. the outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit/drawing power for 90 days;
- ii. the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period.

II. Illustrative movement of an account to SMA category to NPA category based on delay /non-payment of dues and subsequent upgradation to standard category at day end process:

Due date of Payment	Payment Date	Payment covers	Age of oldest dues in days	SMA/NPA Categorization	SMA since Date/ SMA Class Date	NPA Categorization	NPA Date
01-01-2022	01-01-2022	Entire dues upto 01-01-2022	0	NIL	NA	NA	NA
01-02-2022	01-02-2022	Partly paid dues of 01-02-2022	1	SMA-0	01-02-2022	NA	NA
01-02-2022	02-02-2022	Partly paid dues of 01-02-2022	2	SMA-0	01-02-2022	NA	NA

01-03-2022		Dues of 01-02-2022 not fully paid 01-03-2022 is also due at EOD 01-03- 2022	29	SMA-0	01-02-2022	NA	NA
		Dues of 01-02-2022 fully paid, 01-03-2022 is also due at EOD 01-03-2022	1	SMA-0	01-03-2022	NA	NA
		No Payment of full dues of 01-03-2022 and 01-03-2022 at EOD 03-03-2022	31	SMA-1	01-02-2022 / 03-03-2022	NA	NA
		Dues of 01-02-2022 fully paid, Due for 01-03- 2022 not fully paid at EOD 01-03-2022	1	SMA-0	01-03-2022	NA	NA
01-04-2022			60	SMA-1	01-02-2022 / 03-03-2022	NA	NA
		No payment of dues of 01-02-2022 till 01-04-2022 at EOD 02-04-2022	61	SMA-2	01-02-2022 / 02-04-2022	NA	NA
01-05-2022		No Payment of dues of 01-02-2022 till 01-05- 2022 at EOD 02-05-2022	90	SMA-2	01-02-2022 / 02-04-2022	NA	NA
		No Payment of dues of 01-02-2022 till 01-05- 2022 at EOD 02-05-2022	91	NPA	NA	NPA	02-05-2022
01-06-2022	01-06-2022	Fully Paid dues of 01-02- 2022 at EOD 01-06-2022	93	NPA	NA	NPA	02-05-2022
01-07-2022	01-07-2022	Paid entire dues of 01-03-2022 & 01-04-2022 at EOD 01-07-2022	62	NPA	NA	NPA	02-05-2022
01-08-2022	01-08-2022	Paid entire dues of 01- 05-2022 & 01-06-2022	32	NPA	NA	NPA	02-05-2022

		at EOD 01-08-2022					
01-09-2022	01-09-2022		1	NPA	NA	NPA	02-05-2022
01-10-2022	01-10-2022	Paid entire dues of 01-09-2022 & 01-10-2022	0	Standard Account With No overdues	NA	NA	STD From 01-10-2022

SCHEDULE V

ADDITIONAL TERMS AND CONDITIONS AS APPLICABLE TO THE FACILITY

The terms and conditions of this Schedule shall be in addition to and not in substitution of the Facility Agreement and shall be read in conjunction with and as a part of the Facility Agreement.

For Borrower:

NAME	Signature

²For Borrower (*through his/her/their constituted Attorney vide power of attorney dated [.]*):

NAME	Signature

For Co- Borrower:

NAME	Signature

For Guarantor:

NAME	Signature

For ICICI Bank Limited:

NAME	Signature

² **Internal Note:** This is applicable in case of NRI Borrower(s) when the Borrower has authorized his attorney to execute documents on his behalf through a POA. Please ensure that there is a valid POA authorising attorney to execute documents including loan documents on behalf of borrower.