

## AMENDATORY AGREEMENT

### BETWEEN

<sup>1</sup> \_\_\_\_\_, (hereinafter called the "Borrower/s", which expression shall, unless it be repugnant to the subject or context thereof, include his / her heirs, legal representatives, executors, administrators and permitted assigns) of the One Part

### AND

ICICI BANK LIMITED, a public company incorporated under the Companies Act, 1956 and a banking company licensed under the Banking Regulation Act, 1949, having its Registered Office at Landmark, Race Course Circle, Vadodara 390 007 and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Bandra (E), Mumbai 400 051 ("ICICI Bank"), which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns of the Other Part.

The Borrower and ICICI Bank are hereinafter collectively referred to as the "Parties" and individually as the "Party".

### WHEREAS:

1. The Borrower/s and ICICI Bank have entered into a facility agreement dated \_\_\_\_\_ (the "Facility Agreement") in respect of facility not exceeding in the aggregate Rs \_\_\_\_\_ mn. (The "Facility") and the Facility Agreement is valid and subsisting and binding as of date on the parties hereto.
2. The Borrower has request the lender to convert the Facility into an EMI under Construction Facility and ICICI Bank is agreeable to the same on such terms and conditions as are stated herein below and the Parties wish to record such restructuring in writing inter alia through this Amendatory Agreement.

### NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The provisions of this Amendatory Agreement shall become effective from the date hereof (the "Effective Date").
2. The Facility Agreement stands amended to the extent specified in the Annexure hereto.
3. Save for changes specified in the Amendatory Agreement, all the other terms and conditions of the Facility Agreement shall remain unchanged and in full force and effect.
4. This Amendatory Agreement shall be read in conjunction with the Facility Agreement and be enforced as if the provisions of this Amendatory Agreement were incorporated therein by way of

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<sup>1</sup> Please insert details as per facility agreement

addition. To the extent of any inconsistency between the terms of this Amendatory Agreement and the Agreement, the provisions of this Amendatory Agreement shall prevail.

5. This Amendatory Agreement has been executed between the Parties hereto in duplicate / triplicate, on the day, month and year first hereinabove written in the manner hereinafter appearing.

6. Terms used but not defined herein shall have the meanings assigned to them in the Facility Agreement. The term "this Agreement" shall mean this Amendatory Agreement and the Schedule thereto and all amendments from time to time.

## ANNEXURE

### Tranche 1

(1) Amount of Tranche 1:

Amount : Not exceeding in the aggregate Rs. \_\_\_\_\_ at any time.

(3) Repayment schedule :

(a)	Term of repayment	months
(b)	EMI Rs.	/-
	In case of Structured Repayment facility	
	EMI Rs.	/- from _____ month to _____ month
	EMI Rs.	/- from _____ month to _____ month
	EMI Rs.	/- for the balance term of repayment
(c)	Total Number of EMIs	
(d)	Date _____ of _____ Commencement _____ of _____ EMI	
(e)	Due date _____ for _____ payment _____ of _____ first EMI	

Provided, on delay or advancement, the date of commencement of EMI shall be the corresponding day (to the date specified above) of the month following the month in which disbursement will have been completed. In such a case, the Due Date of payment of first EMI shall be the corresponding day of the following month to the Due Date specified above.

(f) Subsequent EMIs shall be payable at the end of each respective month.

(g) EMI Under construction stage - EMI from First Disbursement

Yes ☐ No ☐

EMI based on Sanctioned Amount ☐

EMI based on Disbursed amount ☐

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in duplicate on the day, month and year first hereinabove written in the manner hereinafter appearing.

SIGNED AND DELIVERED by ICICI BANK LIMITED by  
the hand of Mr./ Ms. \_\_\_\_\_,

Signed and Delivered by the within named **BORROWER**<sup>2</sup>

Mr./Mrs. \_\_\_\_\_

Mr./Mrs. \_\_\_\_\_

\_\_\_\_\_  
**OR**

\_\_\_\_\_

Confirmed and accepted by \_\_\_\_\_ (the Guarantor / third party security provider)

Date : \_\_\_\_\_

\_\_\_\_\_  
<sup>2</sup> Ensure execution by all borrowers.