

State Bank of India

MG Road

Secunderabad

To

Shri / Smt. / Kum Soham Modu

Plot No. 280 Rd No. 28

Tublee Hills

Hyderabad - 500034

Date: 28/12/04

Arrangement Letter

(Loan against equitable mortgage of immovable property)

Dear Sir,

Personal Segment advances :

Loan against equitable mortgage of Immovable property :

Sanction of a Loan of Rs 30,00,000 — lakhs

With reference to your application dated 28/12/04, we have pleasure in conveying sanction of a Loan of Rs 30,00,000 — (Rupees Thirty lakhs only only) by way of a Term Loan / Overdraft on the following terms and conditions :

1. Rate of Interest :

Interest on the loan will be charged at 2.50 % p.a. over State Bank Advance Rate/PLR currently 10.25 % p.a. plus interest tax. (the current effective rate being 12.75 % p.a.) with quarterly rests. The rate of interest is subject to revision from time to time. Such revised rate of interest shall always be construed as agreed to be paid by the borrower(s). Borrower(s) shall be deemed to have notice of change in the rate of interest whenever the changes in SBAR/PLR are displayed/notified at/by the branch/published in newspaper/ made through entry of interest charged in any Statement of Account.

2. Repayment :

• The term loan is to be repaid in Equated Monthly instalments of Rs 67890 — each till the entire loan with interest is fully repaid. The first instalment commences from the month of January 2005. Please note that the Equated Monthly Instalment is only indicative as the interest rate is subject to revision. The number of equated monthly instalments and / or amount of equated monthly instalments will, therefore, undergo a change depending upon the changes in interest rates during the currency of the loan.

• The Overdraft limit is to be reduced every month by Rs 67890 — until the loan is fully repaid. Please note that you will be required to arrange a net credit of 67890 — (i.e., equal to amount by which limit is reduced) every month so that your loan outstanding (net of interest due) is always within the reduced limit.

- Delete whichever not applicable.

3. Security :

The loan will be secured by :

a) Equitable mortgage of property(ies) detailed hereunder :

Description

In the name of Survey/Plot/Flat no.

Area

- b) Third party guarantee of the spouse
- c) Third party guarantee of
- d) Pledge of securities listed hereunder

4. **Insurance :**

The property shall be kept comprehensively insured by you for its full market value against risks of fire, lightning, flood and earth quake in the joint names of the Bank and the borrower(s) as per terms of the loan agreement.

5. **Inspection :**

The Bank reserves its rights to inspect the property mortgaged as per terms of the agreement.

6. **Legal expenses etc.**

All expenses like valuer's fees, insurance premia, stamp duty, registration charges and other incidental expenses incurred in connection with the loan are to be borne by you.

7. **Processing charges :**

Processing charges of Rs. _____ (Rupees. _____
only) are payable immediately.

- Delete whichever not applicable.

8. **Disbursement :**

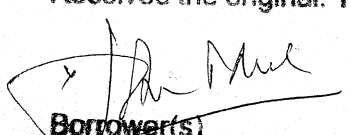
The loan amount will be disbursed after execution of prescribed security documents and completion of formalities related to creation of equitable mortgage, etc.

The loan is also subject to other terms and conditions as may be prescribed by the bank from time to time. Please call on us on any working day to execute the documents. The duplicate copy of this arrangement letter may please be returned to us duly signed by you and the guarantor(s) in token of acceptance of the terms and conditions detailed herein. This sanction will be valid for a period of 45 days.

Yours faithfully,

Chief / Branch Manager

Received the original. Terms and conditions accepted


Borrower(s)

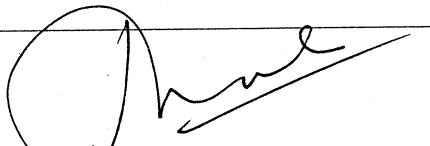
Date :

Terms and conditions of the loan are noted.

The Borrower/s agree to have received, read, understood and consented to the above mentioned Standard Terms:

Borrower/s

Signature of the Borrower ① S



Name : Saham Satish Modi

Signature of Co-borrower /s ② T



Name : Tejal Modi

Signature of Co-borrower /s

Name :

Signature of Co-borrower /s

Name :

In case of partnership / HUF / Association of Persons :

For and on behalf of _____

and each of the following members of the firm / HUF / Association of Persons _____

1. _____ 2. _____

3. _____ 4. _____

In case of Company / Society / Trust

For and on behalf of _____

Name of authorized signatory

Designation

Date

Place

Name of authorized signatory

Designation

Date

Place

Details of the authority letters or resolutions, if any, authorizing the borrowing and / or execution of this Facility Agreement

Date :

Passed / issued by :

Date

Passed / issued by :

DISBURSAL REQUEST FORM

To be filled-in by the Customer

Name of the Applicant : Soham Satish Modi Appn. No.: 777-9961309

Total cost of consideration :	Agreement value	:	₹	_____	/-
	Stamp duty	:	₹	_____	/-
	Registration	:	₹	_____	/-
	Others (specify)	:	₹	_____	/-
	Total Value	:	₹	_____	/-

Disbursal No. First ☒ / Second ☐ / Third ☐ / Fourth ☐

PROPERTY ADDRESS mention the property address as given in the property documents, for eg. the sale agreement)

Flat No. / House No.: _____ Bldg. / House Name: _____

Street No. / Name: _____

Area / Locality: _____

City: _____ Pin Code: _____

Landmark : _____

End-Use of the Property: Self-Occupation ☒ Investment ☐

Name of Builder: _____

Has any ICICI Bank customer availed disbursal in this Building? If yes, pl. mention the

Customer's Name: _____ LAN / Appn. No.: _____

Disbursal details:

(a) ₹ 30,00,000 /- Favouring: _____

(b) ₹ _____ /- Favouring: _____

(c) Mode of Payment: Cheque ☒ DD / PO ☐

(d) Payable at: H7d

Disbursal requested date: -12-14

In case of final disbursement, please select the Due Date of EMI Payment

☐ 1st of every month ☒ 5th of every month ☐ 10th of every month

Customer Signature: [Signature] (x) Date: -12-14

Change of Communication address :

My current communication address is as under. I authorise to send all correspondences to this address.

Flat No. / House No.: Plot No. 280 Bldg. / House Name: _____

Street No. / Name: Road No. 25, Jubilee Hills

Area / Locality: _____

City: Hyderabad Pin Code: 500033

This address is my [Please tick the appropriate box]

☒ Residence Address ☐ Employment Address ☐ Property Address

To be filled-in by the ICICI Bank Representative

The following documents have been collected from:

Customer Name: _____ Appn. No.: _____

☐ Loan Documentation	☐ Property Documents as per the P & D
☐ Acknowledged Sanction Letter	☐ Including ☐ OCRs
☐ Special Conditions on Sanction Letter, if any	☐ NOC as applicable
☐ PDCs / DAS letters / ECS or AD Mandate	Cheque Submission Form
☐	☐

Please keep the following documents ready on the day of disbursement :

- 1
- 2
- 3

Name of the DME / Counsellor: _____ Sign. of the DME / Counsellor: _____

DMA Name: _____ Date: _____

In case of any queries / clarifications we shall get back to you in 2 days

In case you want to get in touch with us, you can speak with _____ at the following Ph Nos.: _____

Cheque Submission Form

Important Instructions :

- Cheque should be crossed as "Account Payee only"
- The cheque should be drawn in favour of "ICICI Bank Ltd. for Loan Account No. _____" or "ICICI Bank Ltd. for Loan Account of Soham Satish Modi " Only.
(Name of applicant)
- ICICI Bank does not take responsibility for cheques left blank or drawn in favour of any name other than as mentioned above.
- Please ensure that all corrections have been countersigned and amount in words and figures are the same.
- EMI Cheques to be dated either the 1st, 5th or 10th of the month.

Customer Details :

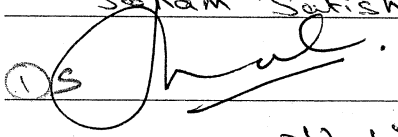
Appn.No. <u>777 - 9961309</u>	/ LAN No. _____
Name of the Applicant/s <u>Soham Satish Modi</u>	

Cheque Details:

Sr. No.	Cheque numbers ranging		No. of Cheques	Date of Cheque ranging		Bank & Branch	Purpose (EMI / Pf / AF / PEMI /	Amount of each cheque Prin. o/s
	From	To		From	To			
1								
2								
3								
4								
5								
6								

I declare that, I have not given any cheques, other than the ones mentioned above and all cheques are drawn in favour of "ICICI Bank Ltd. for Loan Account No. _____" or "ICICI Bank Ltd. for Loan Account of Soham Satish Modi " Only.
(Name of applicant)

Applicant's Name : Soham Satish Modi

Applicant's Signature :  (X)

Date : 12-14

Recd. By

Name of Executive : _____

Name of DMA : _____

Executive's Signature : _____

Date : _____

[illegible]

Please fill-in the information in Capital Letters

Telephone No. _____

Telephone No.-----

authorise you to debit my account for making payment to 'ICICI BANK LIMITED' through ECS (Debit) clearing as clearing as per the details given as under.

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C. LEDGER NO./ LEDGER FOLIO NO.:

--	--	--	--	--	--	--	--	--

[illegible]

Name of the Scheme	Date of effect	Periodicity (M/BiM/Qly/ etc.)	Amount of instalment/ Amt. of bill with upper limit	Number of instalments/ Valid up to (in case of utility bills)

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....) (.....) (.....) (X)

Signature of the Customer (Account Holder/s) - In case of Joint A/c holders, Signature is required of all A/c holders.

Date :

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

Date :

Signature of the Authorised official from the Bank

(Note:- Mandate to be obtained in 3 copies, Original for Bank, One for User Co. and other for Customer)

For ICICI BANK LIMITED Use only (To be filled by Business Team)

In case of Swap, previous mode

[illegible]

Please fill-in the information in Capital Letters

Copy to the User Company	
Name	_____
Address	_____

Telephone No.	_____

--	--	--	--	--	--	--	--	--

[illegible]

Name of the Scheme	Date of effect	Periodicity (M/BiM/Qly/ etc.)	Amount of instalment/ Amt. of bill with upper limit	Number of instalments/ Valid up to (in case of utility bills)

Certified that the particulars furnished above are correct as per our records.

(Note:- Mandate to be obtained in 3 copies, Original for Bank, One for User Co. and other for Customer)

In case of Swap, previous mode

MOST IMPORTANT INFORMATION

BANK'S COPY

Attention: PLEASE READ CAREFULLY BEFORE SIGNING

ACKNOWLEDGMENT FORM

Loan Account No. (LAN No.): _____
(For Office Use Only)

I/We refer to Facility Agreement dated 12-14 executed with ICICI Bank Limited. I/We have been provided the following information with respect to the facility availed by me/us and have accordingly filled up the aforesaid application form: 777-9961309

1.	Facility Agreement Date	<u>12-14</u>
2.	Facility Amount Not Exceeding (₹)	<u>30,00,000</u>
3.	Facility Type	☒ Home Loan ☐ Land Loan ☐ Office Premises ☐ Home Equity ☐ Home Improvement ☐ Others
	Others: (Please specify)	
4.	Rate Type	a. ☐ Fixed b. ☒ Adjustable Interest Rate c. ☐ Initial Fixed & then Adjustable Interest Rate
5.	Rate of Interest	5 a. Fixed Rate of Interest (i) The Borrower/s shall pay interest on the principal amount of the Facility outstanding from time to time monthly at _____ % per annum plus applicable interest tax or other statutory levy on the dates mentioned till _____. (ii) The Borrower/s shall pay PEMI at _____ % per annum plus applicable interest tax or other statutory levy until commencement of the EMI. Such PEMI will be calculated from the date(s) of respective disbursement(s) and shall be payable on the dates mentioned below till _____. 5 b. Adjustable Interest Rate: (i) I-Base = <u>10</u> % per annum as on the date of the Facility Agreement. (ii) Until varied by the Lender in terms of the Facility Agreement, the Borrower/s shall pay the Adjustable Rate of Interest = <u>10.15</u> % per annum (i.e. I-Base + margin/spread of <u>.15</u> %) plus applicable interest tax or other statutory levies. (iii) The Borrower/s shall pay PEMI at <u>10.15</u> % per annum until commencement of the EMI payable on the dates mentioned below plus applicable interest tax or other statutory levies. (iv) Reset Period: Monthly In order to stabilize the system of Base Rate calculation, RBI may allow banks to change the methodology for computation of Base Rate from time to time. In case there is change in Base Rate due to change in the methodology for computation of Base Rate, the "spread" would appropriately be reset 5 c. Fixed for _____ Years and then Adjustable Interest Rate: For the fixed period of _____ years interest shall be computed as per clause 5 a. above; then it becomes Adjustable Interest Rate as per clause 5 b. above.
6.	Tenor	<u>325</u> months (Subject to change with a change in I-BASE, in cases of Adjustable Rate of Interest).
7.	EMI (₹)	<u>180</u> (Subject to change with a change in I-BASE, in cases of Adjustable Rate of Interest).
8.	Date of Commencement of EMI	
9.	Due Date for payment of first EMI	
10.	Non-refundable processing fee/:	The processing fee is a one time non refundable fee, and is collected by the Lender for the purpose of appraising the Application for the Facility and the same is independent of the outcome /result of such appraisal. Please note that the processing fee is payable at the time of submitting of Application Form, duly filled in, by way of a Cheque / Demand Draft payable at <u>Hyd</u> favouring the Lender Limited and / or such
	₹ _____ (Rupees _____ only).	

Other Charges

1.	Cheque/ECS dishonour, Charges, per transaction	₹ 200 /- or such other amount as may be specified by ICICI Bank from time to time plus applicable taxes and other statutory levies	
2.	Documents Retrieval Charges	₹ 500 /- plus applicable taxes and/or other statutory levies	
3.	Prepayment Charges	Floating Rate	a. Nil prepayment charges on Home Loans b. $\frac{0}{100}$ on all loans other than Home Loans, issued to non-individual Borrower/Borrower/Co-Borrower on amount prepaid and on all amounts tendered by the Borrower/Co-Borrower towards prepayment of the Facility during the last one year from the date of final prepayment.
		Fixed Rate	_ on amount prepaid and on all amounts tendered by the Borrower towards prepayment of the Facility during the last one year from the date of final prepayment.
4.	Part Prepayment Fees	Nil for all loans	
5.	Cheque / Repayment Mode swap charges	As may be informed by the Lender to the Borrower/s	
6.	Cheque re-presentation Charges	₹ Nil	
7.	Charges, per EMI for payment after Due Date	₹ 200 /- plus applicable taxes	
8.	Charges for each Amortisation Schedule	₹ 100 (Rupees Hundred only) plus applicable taxes or other statutory levies if any.	
9.	Charges for Statement of account.	₹ 100 (Rupees Hundred only) plus applicable taxes or other statutory levies if any.	
10.	Charges for prepayment statement.	₹ 100 (Rupees Hundred only) plus applicable taxes or other statutory levies if any.	
11.	Charges for duplicate NOC/ No due certificate.	₹ 100 (Rupees Hundred only) plus applicable taxes or other statutory levies if any.	
12.	Charges for revalidation of NOC	₹ 100 (Rupees Hundred only) plus applicable taxes or other statutory levies if any.	

- Note:
1. Service Tax & other govt. taxes, levies, etc. applicable as per prevailing rate will be charged over and above these charges.
 2. The charges mentioned above under the title 'Other Charges', comprise of "All-in-cost" for purpose of processing the application.
 3. We share credit performance details of your loan account with Credit Information Bureau of India Limited (CIBIL) and with and other such agency.

The Borrower/s acknowledge that:

- The Borrower/s have not made any payments in cash, bearer cheque or kind alongwith or in connection with this application to the executive collecting the Borrower/s application form, other than the processing/administrative fee payable to ICICI Bank Limited
- The Borrower/s have received, read, understood and signed a copy of the Standard Terms ICICI Bank reserves the unconditional right to cancel the Limits advanced/ to be advanced under the Transaction Documents (either fully or partially) without giving any prior notice to the Borrower, on the occurrence of any one or more of the following:
 - a) In case the Limits/part of the Limits are not utilised by the Borrower in accordance with the Standard Terms; or
 - b) In case of Deterioration in the Creditworthiness of the Borrower in any manner whatsoever; or
 - c) In case of non-compliance of the terms and conditions of the Transaction Documents.

For the purpose of this clause, Deterioration in the Creditworthiness shall mean and include without limitation, the following events:

- a) Downgrade of the rating of the Borrower by a Credit Rating Agency;
- b) Inclusion of the Borrower and/or any of its Directors in the Reserve Bank of India's willful defaulters list;
- c) Closure of a significant portion of the Borrower's operating capacity;
- d) Decline in the profit after tax of the Borrower by more than fifteen percent;
- e) Any adverse comment from the Auditor; and
- f) Any other reason/ event in the opinion of ICICI Bank constituting or which may constitute Deterioration in the Creditworthiness

Borrower/s Name: Soham Gaitish Modi & Tegal Modi

Signature(s):

Date:

11/12/2014

Place: Hyderabad

MOST IMPORTANT INFORMATION

CUSTOMER'S COPY

Attention: PLEASE READ CAREFULLY BEFORE SIGNING

ACKNOWLEDGMENT FORM

Loan Account No. (LAN No.): _____
(For Office Use Only)

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2.	Facility Amount Not Exceeding (₹)	<u>30,00,000</u>
3.	Facility Type	☒ Home Loan ☐ Land Loan ☐ Office Premises ☐ Home Equity ☐ Home Improvement ☐ Others
	Others: (Please specify)	
4.	Rate Type	a. ☐ Fixed b. ☒ Adjustable Interest Rate c. ☐ Initial Fixed & then Adjustable Interest Rate
5.	Rate of Interest	5 a. Fixed Rate of Interest (i) The Borrower/s shall pay interest on the principal amount of the Facility outstanding from time to time monthly at _____ % per annum plus applicable interest tax or other statutory levy on the dates mentioned till _____. (ii) The Borrower/s shall pay PEMI at _____ % per annum plus applicable interest tax or other statutory levy until commencement of the EMI. Such PEMI will be calculated from the date(s) of respective disbursement(s) and shall be payable on the dates mentioned below till _____. 5 b. Adjustable Interest Rate: i) I-Base = <u>10</u> % per annum as on the date of the Facility Agreement. (ii) Until varied by the Lender in terms of the Facility Agreement, the Borrower/s shall pay the Adjustable Rate of Interest = <u>10.15</u> % per annum (i.e. I-Base + margin/spread of <u>0.15</u> %) plus applicable interest tax or other statutory levies. (iii) The Borrower/s shall pay PEMI at <u>10.15</u> % per annum until commencement of the EMI payable on the dates mentioned below plus applicable interest tax or other statutory levies. (iv) Reset Period: Monthly In order to stabilize the system of Base Rate calculation, RBI may allow banks to change the methodology for computation of Base Rate from time to time. In case there is change in Base Rate due to change in the methodology for computation of Base Rate, the "spread" would appropriately be reset 5 c. Fixed for _____ Years and then Adjustable Interest Rate: For the fixed period of _____ years interest shall be computed as per clause 5 a. above; then it becomes Adjustable Interest Rate as per clause 5 b. above.
6.	Tenor	<u>32.5</u> months (Subject to change with a change in I-BASE, in cases of Adjustable Rate of Interest).
7.	EMI (₹)	<u>180</u> (Subject to change with a change in I-BASE, in cases of Adjustable Rate of Interest).
8.	Date of Commencement of EMI	
9.	Due Date for payment of first EMI	
10.	Non-refundable processing fee/:	The processing fee is a one time non refundable fee, and is collected by the Lender for the purpose of appraising the Application for the Facility and the same is independent of the outcome /result of such appraisal. Please note that the processing fee is payable at the time of submitting of Application Form, duly filled in, by way of a Cheque / Demand Draft payable at <u>H72</u> favouring the Lender Limited and / or such

Other Charges

1.	Cheque/ECS dishonour, Charges, per transaction	₹ 200 /- or such other amount as may be specified by ICICI Bank from time to time plus applicable taxes and other statutory levies	
2.	Documents Retrieval Charges	₹ 500 /- plus applicable taxes and/or other statutory levies	
3.	Prepayment Charges	Floting Rate	a. Nil prepayment charges on Home Loans b. <u>0.00</u> % on all loans other than Home Loans, issued to non-individual Borrower/Borrower/Co-Borrower on amount prepaid and on all amounts tendered by the Borrower/Co-Borrower towards prepayment of the Facility during the last one year from the date of final prepayment.
		Fixed Rate	<u>0.00</u> on amount prepaid and on all amounts tendered by the Borrower towards prepayment of the Facility during the last one year from the date of final prepayment.
4.	Part Prepayment Fees	Nil for all loans	
5.	Cheque / Repayment Mode swap charges	As may be informed by the Lender to the Borrower/s	
6.	Cheque re-presentation Charges	₹ <u>Nil</u>	
7.	Charges, per EMI for payment after Due Date	₹ 200 /- plus applicable taxes	
8.	Charges for each Amortisation Schedule	₹ <u>100</u> (Rupees <u>Hundred</u> only) plus applicable taxes or other statutory levies if any.	
9.	Charges for Statement of account.	₹ <u>100</u> (Rupees <u>Hundred</u> only) plus applicable taxes or other statutory levies if any.	
10.	Charges for prepayment statement.	₹ <u>100</u> (Rupees <u>Hundred</u> only) plus applicable taxes or other statutory levies if any.	
11.	Charges for duplicate NOC/ No due certificate.	₹ <u>100</u> (Rupees <u>Hundred</u> only) plus applicable taxes or other statutory levies if any.	
12.	Charges for revalidation of NOC	₹ <u>100</u> (Rupees <u>Hundred</u> only) plus applicable taxes or other statutory levies if any.	

- Note:
1. Service Tax & other govt. taxes, levies, etc. applicable as per prevailing rate will be charged over and above these charges.
 2. The charges mentioned above under the title 'Other Charges', comprise of "All-in-cost" for purpose of processing the application.
 3. We share credit performance details of your loan account with Credit Information Bureau of India Limited (CIBIL) and with and other such agency.

The Borrower/s acknowledge that:

- The Borrower/s have not made any payments in cash, bearer cheque or kind alongwith or in connection with this application to the executive collecting the Borrower/s application form, other than the processing/administrative fee payable to ICICI Bank Limited
- The Borrower/s have received, read, understood and signed a copy of the Standard Terms ICICI Bank reserves the unconditional right to cancel the Limits advanced/ to be advanced under the Transaction Documents (either fully or partially) without giving any prior notice to the Borrower, on the occurrence of any one or more of the following:
 - a) In case the Limits/part of the Limits are not utilised by the Borrower in accordance with the Standard Terms; or
 - b) In case of Deterioration in the Creditworthiness of the Borrower in any manner whatsoever; or
 - c) In case of non-compliance of the terms and conditions of the Transaction Documents.

For the purpose of this clause, Deterioration in the Creditworthiness shall mean and include without limitation, the following events:

- a) Downgrade of the rating of the Borrower by a Credit Rating Agency;
- b) Inclusion of the Borrower and/or any of its Directors in the Reserve Bank of India's willful defaulters list;
- c) Closure of a significant portion of the Borrower's operating capacity;
- d) Decline in the profit after tax of the Borrower by more than fifteen percent;
- e) Any adverse comment from the Auditor; and
- f) Any other reason/ event in the opinion of ICICI Bank constituting or which may constitute Deterioration in the Creditworthiness

Borrower/s Name: Soham Batish Modi & Tejal Modi

Signature(s):

Date:

01/12/2014

Place: Hyderabad

ANNEXURE-E

(Format for changing EMI start date)

Name of Customer: Mr. SOHAM SATISH MODI
Application No: 777-9961309
Branch:
Date:

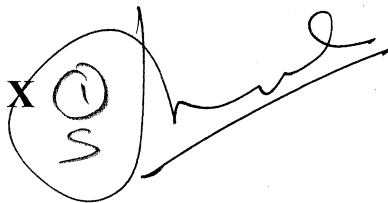
The Manager,

ICICI BANK LTD,

I have been sanctioned a loan of Rs 30,00,000/-. I wish to
avail of the disbursement on (date) _____ I do not wish
to pay Pre-Emi interest & request you to start my Emi in the same month
of disbursement i.e, _____ (Month)

Name :

Signature: X

A handwritten signature in black ink, appearing to be 'Soham', written over a circular stamp that contains the letters 'S' and 'M'.

DISBURSAL REQUEST FORM

To be filled-in by the Customer

Name of the Applicant : _____ Appn. No.: _____

Total cost of consideration :	Agreement value	:	₹	_____	/-
	Stamp duty	:	₹	_____	/-
	Registration	:	₹	_____	/-
	Others (specify)	:	₹	_____	/-
	Total Value	:	₹	_____	/-

Disbursal No. First ☐ / Second ☐ / Third ☐ / Fourth ☐

PROPERTY ADDRESS (Mention the property address as given in the property documents, for eg. the sale agreement)

Flat No. / House No.: _____ Bldg. / House Name: _____

Street No. / Name: _____

Area / Locality: _____

City: _____ Pin Code: _____

Landmark : _____

End-Use of the Property: Self-Occupation ☐ Investment ☐

Name of Builder: _____

Has any ICICI Bank customer availed disbursal in this Building? If yes, pl. mention the

Customer's Name: _____ LAN / Appn. No.: _____

Disbursal details:

(a) ₹ _____ /- Favouring: _____

(b) ₹ _____ /- Favouring: _____

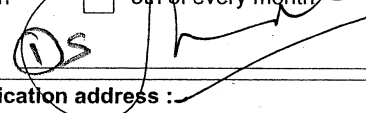
(c) Mode of Payment: Cheque ☐ DD / PO ☐

(d) Payable at: _____

Disbursal requested date: _____

In case of final disbursement, please select the Due Date of EMI Payment

☐ 1st of every month ☐ 5th of every month ☐ 10th of every month

Customer Signature:  (x) Date: _____

Change of Communication address :

My current communication address is as under. I authorise to send all correspondences to this address.

Flat No. / House No.: _____ Bldg. / House Name: _____

Street No. / Name: _____

Area / Locality: _____

City: _____ Pin Code: _____

This address is my [Please tick the appropriate box]

☐ Residence Address ☐ Employment Address ☐ Property Address

To be filled-in by the ICICI Bank Representative

The following documents have been collected from:

Customer Name: _____ Appn. No.: _____

☐ Loan Documentation ☐ Property Documents as per the P & D

☐ Acknowledged Sanction Letter ☐ Including ☐ OCRs

☐ Special Conditions on Sanction Letter, if any ☐ NOC as applicable

☐ PDCs / DAS letters / ECS or AD Mandate ☐ Cheque Submission Form

☐ _____ ☐ _____

Please keep the following documents ready on the day of disbursement :

1 _____

2 _____

3 _____

Name of the DME / Counsellor: _____ Sign. of the DME / Counsellor: _____

DMA Name: _____ Date: _____

In case of any queries / clarifications we shall get back to you in 2 days

In case you want to get in touch with us, you can speak with _____ at the

following Ph Nos.: _____

FACILITY AGREEMENT

This Facility Agreement made on the _____ day, of
12 and year 2014 set out in the Schedule
hereto between the Borrower/s (as defined in the Standard
Terms) of the One Part

And

ICICI Bank Limited, a company incorporated under the
Companies Act, 1956 and a banking company within the
meaning of Banking Regulation Act, 1949, having its
Registered Office at Landmark, Race Course Circle, Vadodara
390 007, corporate office at ICICI Bank Towers, Bandra Kurla
Complex, Bandra, Mumbai 400051, and amongst others, a
branch/office specified in the Schedule hereto ("The Lender",
which expression shall, unless it be repugnant to the subject
or context thereof, include its successors and assigns) of the
Other Part

x ①3 Amadi

x ② [Signature]

ARTICLE I – DEFINITIONS

observe all

orrower/s

In this Facility Agreement and the Standard Terms, unless there is anything repugnant to the subject matter of the context thereof, the expressions listed below shall have the following meanings:

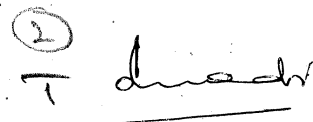
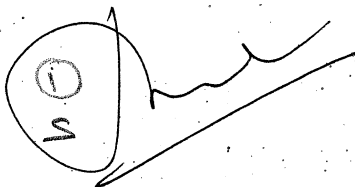
ies

"Standard Terms" means the STANDARD TERMS AND CONDITIONS FOR FACILITIES FOR / AGAINST REAL ESTATE PROPERTIES provided by the Lender. The Facilities hereby agreed to be provided by the Lender shall be subject to the Borrower/s complying with the terms and conditions set out herein and also in the Standard Terms, which are annexed hereto and which is also available on the website of ICICI Bank. The Standard Terms shall be deemed to form part of this Facility Agreement and shall be read as if they are specifically incorporated herein.

All capitalised terms used but not defined in this Facility Agreement shall have the respective meanings assigned to them under the Standard Terms.

ARTICLE II – AMOUNT AND TERMS OF FACILITY

1. The Borrower/s agree/s to avail from the Lender and the Lender agrees to grant/extend to the Borrower/s, the Facility on the terms and conditions contained in this Facility Agreement and the other Transaction Documents.
2. The Borrower/s shall repay the Facility and interest thereon in the manner and on the date(s) specified in the Schedule hereto.
3. The Borrower/s shall not hold the Lender 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 Lender 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.
4. The Borrower/s hereby undertakes to comply with special conditions as may be specified in the Schedule hereto.
5. The Borrower/s confirms having received a copy of the Standard Terms and read and understood the Standard Terms referred to above and agrees to comply with the terms set out in this Facility Agreement, the Schedule hereof, the Standard Terms and the other Transaction Documents.



ARTICLE III. DECLARATIONS BY THE BORROWER/S AND CO-BORROWER/S

1. The Borrower/s declare that all the particulars and information and details given/filled in this Facility Agreement are true, correct, complete and up-to-date in all respects and that the Borrower/s have not withheld any information whatsoever.
2. In addition to the representations, declarations, warranties and confirmations given by the Borrower/s in the Transaction Documents, the Borrower/s do hereby represent, warrant, make and confirm to the Lender each of the representations, declarations, warranties and confirmations set out in the Standard Terms (as defined below) and do hereby further represent, warrant and confirm to the Lender that each of such representations, declarations, warranties and confirmations are, true, correct, valid and subsisting in every respect as of the date of this Facility Agreement, and all such representations, declarations, warranties and agreements shall survive the execution and delivery of this Facility Agreement, the provision of the Facility pursuant to this Facility Agreement and the repayment/payment in full of the Facility and all monies in respect thereof.
3. The Borrower/s confirm that no insolvency proceedings or suits for recovery of outstanding dues or monies whatsoever or properties and/or any criminal proceedings have been initiated and/or are impending against the Borrower/s and that the Borrower/s have never been adjudicated insolvent by any court or other authority. The Borrower/s have not taken any action and no other steps have been taken or legal proceedings started by or against the Borrower/s in any court of law / other authorities for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer or for the Borrower/s assets.
4. The Borrower/s confirm that the Borrower/s shall not use the Facility (or any part thereof) for any improper/illegal/unlawful/ speculative/ capital market related activities and shall apply the Facility (or any part thereof) only for the limited purposes specified herein.
5. The Borrower/s undertake to inform the Lender regarding any changes whatsoever in the Borrower/s addresses as specified hereinabove or the Borrower/s employment/profession and to promptly provide such further information that the Lender (or its designated group companies or agents or representatives) may require.
6. The Borrower/s authorize the Lender and all its group companies and their agents to exchange, share or part with all the information relating to the Borrower/s loan details and repayment history to credit bureaus, agencies, statutory bodies etc. as may be required.
7. The Borrower/s acknowledge and agree that the grant of the Facility by the Lender to the Borrower/s shall be subject to compliance by the Borrower/s of the Standard Terms and the terms and conditions set out under this Facility Agreement as well as the other Transaction Documents; (ii) All the terms and conditions set out in the Standard Terms shall govern and apply to the Facility and all obligations of the Borrower/s (as well as the Lender's rights and remedies) in relation thereto, if the Facility applied for by the Borrower/s herein is sanctioned and granted by the Lender based on the Borrower/s application. The Borrower/s have fully understood and acknowledge the consequences of an Event of Default, as well as its rights and remedies thereupon, as set out under the Standard Terms.

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8. The Borrower/s undertake and confirm that they shall ensure that the guarantor(s), if any, observe all the covenants, terms, conditions, restrictions and prohibitions of the guarantee/s and the Borrower/s agree that any violation of the same by the guarantor(s) shall constitute an event of default under the Facility and the Lender shall be at liberty to recall the Facility and enforce the rights and remedies available to it.
 9. The Borrower/s confirm that all details and terms (including the amount of the Facility, interest rate, bounce charges, cheque representation charges, further interest, prepayment charges, number and amount of each instalment, number and amount of the advance instalments, etc.) have been filled-in in this Facility Agreement prior to submission of the same to the Lender and that there are no blanks. The Borrower/s confirm that all charges with respect of cheque bouncing, cheque re-presentation, swap charges, etc. as mentioned hereinabove shall be borne by the Borrower/s with out any demur or delay. The Borrower/s acknowledge and confirm that they have perused, understood and agreed to the Lender's method of calculating the Instalments.
 10. The Borrower/s understand and acknowledge that the Facility if provided by the Lender, based on this Facility Agreement submitted by the Borrower/s, is a commercial transaction and waive any defence under usury or other laws relating to the charging of the interest.
 11. The Borrower/s understand and acknowledge that the Lender shall have the absolute discretion, without assigning any reasons (unless required by applicable law), to reject the Borrower/s request and not disburse the Facility and that the Lender shall not be responsible/liable in any manner whatsoever to the Borrower/s for such rejection or any delay in notifying the Borrower/s of such rejection and any costs, losses, damages or expenses, or other consequences, caused by reason of such rejection/ non-disbursement or any delay in notifying the Borrower/s of such rejection/ non-disbursement.
 12. The Borrower/s declare that the Borrower/s is/are competent and fully authorised to issue such declarations, confirmations, agreements and undertakings and submit this Facility Agreement for the purposes of borrowing/availing of the requested Facility, and to execute all other documents required by the Lender for such purpose.
 13. The Borrower/s acknowledge and confirm that all the Standard Terms shall be fully and completely binding on (and strictly complied with by) the Borrower/s in the event of this Facility Agreement being accepted by the Lender and/or the Facility (or any part thereof) applied for by the Borrower/s being disbursed by the Lender without any requirement of any further/specific confirmation from the Lender to the Borrower/s of such disbursement and that, in such event, the Standard Terms shall take effect and be binding with effect from the date of this Facility Agreement.

14. The Borrower/s shall bear all interest tax as may be levied from time to time under the Interest Tax Act, 1974 and all other imposts, duties and taxes of any description/nature whatsoever as may be levied from time to time by the Government or any other authority pertaining to, or in connection with, the Facility, interest and any other monies in connection with the Facility Agreement and the Facility and also deliver to the Lender evidence satisfactory to the Lender (including all relevant tax receipts in originals) that the payment of such dues have been duly paid to the appropriate authority within 20 days of the payment being made.
15. This Facility Agreement has been duly and validly executed by the Borrower/s or on behalf of the Borrower/s and would constitute legal and valid obligations that are binding on and enforceable against the Borrower/s in accordance with the Standard Terms hereof. The Borrower/s confirm that the initials on this Facility Agreement are made by the Borrower/s and the validity of such initials shall not be disputed.

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SCHEDULE

I. DATE OF THIS FACILITY AGREEMENT :

The ____ day of December, Two Thousand and Fourteen

II. DETAILS OF THE BORROWER/S :

A. (For Individuals / sole proprietary concerns)

Name of Borrower :

Soham

First Name

Satish

Middle Name

Modi

Last Name

Age

Years

Son / Wife / Daughter of

Satish

First Name

Middle Name

Modi

Last Name

Residence Address Plot No. 280, Road No. 25, Jubilee Hills

City Hyderabad

PIN 500033

Tel 040-23545772

Fax

Mob 9849349373

If self employed, name of proprietary concern / firm :

Office Address

City

PIN

Tel

Fax

Mob

Address of communication

City

PIN

Tel

Fax

Mob

Residential Status :

☒ RI

☐ NRI

☐ PIO

B. (For non individuals)

Name of Borrower :

Nature (Partnership Company / Private Company / Public Company / HUF / Trust / Society /
Other _____)

Principal Office / Registered Office Address

Branch Office / Local Office Address

City

PIN

Tel

Fax

Mob

Address for Communication

City

PIN

Tel

Fax

Mob

Contact Person Name :

Designation :

SCHEDULE

II. DETAILS OF THE CO-BORROWER/S

C. (For Individuals / sole-proprietory concerns)

Name of Borrower :

Tegal
First Name

Middle Name

Modi
Last Name

Age

Years

Son / Wife / Daughter of

Soham
First Name

Satish
Middle Name

Modi
Last Name

Residence Address

Plot No. 280, Road No. 25, Jubilee Hills

City Hyderabad

PIN 500033

Tel 040-23545772

Fax _____

Mob 9963086667

If self employed, name of proprietary concern / firm : _____

Office Address _____

City _____

PIN _____

Tel _____

Fax _____

Mob _____

Address of communication _____

City _____

PIN _____

Tel _____

Fax _____

Mob _____

Residential Status :

☒ RI

☐ NRI

☐ PIO

D. (For Individuals / sole proprietary concerns)

Name of Borrower :

First Name

Middle Name

Last Name

Age

Years

Son / Wife / Daughter of

First Name

Middle Name

Last Name

Residence Address _____

City _____

PIN _____

Tel _____

Fax _____

Mob _____

If self employed, name of proprietary concern / firm : _____

Office Address _____

City _____

PIN _____

Tel _____

Fax _____

Mob _____

Address of communication _____

City _____

PIN _____

Tel _____

Fax _____

Mob _____

Residential Status :

☐ RI

☐ NRI

☐ PIO

SCHEDULE

II. DETAILS OF THE CO-BORROWER/S :

E. (For non individuals)

Name of Borrower :

Nature (Partnership Company / Private Company / Public Company / HUF / Trust / Society /

Other _____)

Principal Office / Registered Office Address _____

Branch Office / Local Office Address _____

City _____ PIN _____

Tel _____ Fax _____ Mob _____

Address for Communication

City _____ PIN _____

Tel _____ Fax _____ Mob _____

Contact Person Name : _____

Designation : _____

III. ICICI BANK BRANCH / OFFICE ADDRESS :

ICICI Bank Ltd
ICICI Bank Towers
Wall Street Plaza
Begumpet, Hyderabad

IV. SPECIFIC DECLARATION :

1. ICICI Bank Limited, its group companies, agents/representatives, would like to keep our customers updated on various products and services related information and special offer from ICICI Bank/group companies and other entities. Please help us to serve you better by giving your consent to receive such information (Please tick, appropriately);

The Borrower/s hereby consent/s to receive such information through

- | | | |
|-----------------|---|--|
| a. Email alerts | ☒ Yes | ☐ No |
| b. SMS alerts | ☒ Yes | ☐ No |
| c. phone call | ☐ Yes | ☒ No |

2. The Borrower/s hereby authorizes the Lender to exchange, share or part with all information/data provided herein including personal and business information with ICICI group companies/other institutions/such other persons as may be necessary/required for the purpose of, including but not limited to, marketing, cross selling of various products and services etc to me/us, use or process the aforesaid information/data by such person/s, or furnishing of the processed information/data/ products thereof to other Banks/Institutions/other persons as may be necessary, and the Borrower/s shall not hold ICICI Bank liable in connection with the use of such information or otherwise.

☐ Yes

☒ No

V. DETAILS OF THE FACILITY AND OTHER CHARGES

1. Charges per bounce/ return/ dishonor of cheques and /or any payment instruction including ECS/ NEFT/E-Cheque ₹ 200 or such other amount as may be specified by the Lender from time to time plus applicable taxes and/or other statutory levies.
2. Documents Retrieval Charges of ₹ 500 /- plus applicable taxes and/or other statutory levies.
3. Prepayment Charges (if applicable) of ₹ _____ /- or _____ % of amount prepaid plus applicable taxes and/or other statutory levies.
4. Part Prepayment Fees (if applicable) of _____ % of amount prepaid plus applicable taxes and / or other statutory levies.
5. Cheque / repayment mode swap charges: as may be informed by the Lender to the Borrower/s.
6. Cheque re-presentation charges: ₹ NIL.
7. Charges for non-payment on due date: ₹ 200.

Note:

- (i) The charges / interest rate(s) specified in this Facility Agreement / Schedule and / or the other Transaction Documents in relation to the Facility are nonrefundable in nature and the rates are changeable, at the discretion of the Lender, from time to time. the Lender shall endeavor to give notice of such changes.
- (ii) The charges for non-payment on due date shall be payable by the Borrower/s to the Lender under the ECS method, Direct Debit method, the Salary Debit method and any other payment method selected by the Borrower/s (except the PDC method) for every instance that Installment/s is/are not paid to/received by the Lender in accordance with the repayment schedule specified above (irrespective of the reasons for such non-payment/non-receipt).
- (iii) The cheque re-presentation charges shall be payable in each instance that any post-dated cheque is dishonored (under any of the payment modes) and consequently represented OR in each instance that a post-dated cheque is presented when any Installment/s is/are not received by the Lender by/upon issue of debit instructions under the ECS method or Direct Debit method or any other payment method (other than the PDC method) selected by the Borrower/s for any reasons whatsoever.
- (iv) Service tax and all other applicable taxes / statutory levies, if any, will be charged additionally.

x (S) [Signature]

x (2T) [Signature]

(v) If the Borrower/s makes full Prepayment within one year of Part Prepayment, the full Prepayment fees shall be applicable on amount prepaid to foreclose the loan 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.

(vi) The effect of any part prepayments made during any Reset Period will be given from the start of next Reset Period.

VI DEFAULT / FURTHER INTEREST RATE

Default Interest would be 24% (plus applicable taxes or other statutory levies, if any)

VII (a) DETAILS OF THE PROPERTY(IES)

No. Description

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

[Handwritten signature]
① ②

VII (b) GUARANTEE

The Borrower/s shall procure and deliver to the Lender as required before any disbursement by the Lender / drawal under the Facility by the Borrower/s, irrevocable and unconditional joint and several guarantee/s from _____ (the "Guarantor") in favour of the Lender / its security trustee for performance of obligations of the Borrower/s under the Transaction Documents in a form prescribed by the Lender. The Borrower/s shall not pay any guarantee commission to the Guarantor.

[Handwritten signature]
① x

[Handwritten signature]
② x

VIII DETAILS OF THE FACILITY BY WAY OF TRANCHES

(by way of one or more loan(s), each loan is referred to as tranche)

A. Tranche 1

1. Amount of Tranche 1: Not exceeding in the aggregate ₹ 3000000 at any time

2. Interest on Tranche 1:

a. ☐ Fixed	b. ☒ Adjustable Interest Rate
c. ☐ Fixed for _____ Years and then Adjustable Interest Rate	d. ☐ Fixed with Money Market Condition

For a. or d. Fixed rate of interest / Fixed rate of interest with Money Market Condition:

- (i) The Borrower/s shall pay interest on the principal amount of the Facility outstanding from time to time monthly at _____ % per annum plus applicable interest tax and/or other statutory levy on the dates mentioned below.
- (ii) The Borrower/s shall pay PEMI at _____ % per annum plus applicable interest tax and/or other statutory levy until commencement of the EMI. Such PEMI will be calculated from the date(s) of respective disbursement(s) and shall be payable on the dates mentioned below.

For b. Adjustable Interest Rate:

- (i) I-Base = 10 % per annum as on the date of this Facility Agreement.
- (ii) Until varied by the Lender in terms of this Facility Agreement, the Borrower/s shall pay the Adjustable Rate of Interest = 10.15 % per annum (i.e. I-Base + margin / spread of 0.15 %) plus applicable interest tax and/or other statutory levies.
- (iii) The Borrower/s shall pay PEMI at 10.15 % per annum until commencement of the EMI payable on the dates mentioned below plus applicable interest tax and/or other statutory levies.
- (iv) Reset Period: Monthly

In order to stabilize the system of Base Rate calculation, RBI may allow banks to change the methodology for computation of Base Rate from time to time. In case there is change in Base Rate due to change in the methodology for computation of Base Rate, the "spread" would appropriately be reset.

For c. fixed for _____ Years and then Adjustable Interest Rate:

For the fixed period of _____ years interest shall be computed as under a. /d. above; once it becomes Adjustable Interest Rate, interest shall be computed as under b above.

3. Repayment schedule:

Term of repayment	<u>180</u> months
EMI	₹ <u>32515</u> /-
Total Number of EMIs	<u>180</u>
Date of Commencement of EMI	_____
Due date for payment of first EMI	_____

Note: 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.
Subsequent EMIs shall be payable at the end of each respective month.

EMI Under construction stage - EMI from First Disbursement

☐ Yes ☐ No

☐ EMI based on Sanctioned Amount ☐ EMI based on Disbursed amount

Money Saver: ☐ Yes ☒ No

4. Purpose of the Tranche 1:

a. Balance Transfer (Transfer of financial assistance/s from another housing finance company or bank to ICICI Bank)

☐ Yes ☒ No

b. Facility shall be used for:

☒ **Home Loan**

The purpose of the Facility is to purchase Property for residence or to construct residential units thereon.

☐ **Land Loan**

The purpose of the Facility is to purchase land.

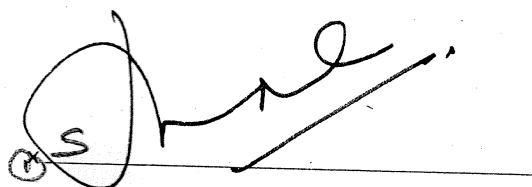
☐ **Office Premises**

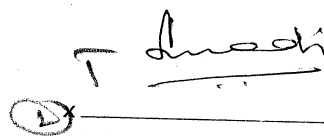
The purpose of the Facility is to purchase Property for commercial use or to construct commercial units thereon.

☐ **Home Equity**

The purpose of the Facility is as stated by the Borrower in the Facility Agreement / Schedule and End Use of Funds letter.

The purpose of this Facility is as stated by the Borrower in the Facility Agreement / Schedule and End Use of Funds letter.





B. Tranche 2

1. Amount of Tranche

Not exceeding in the aggregate ₹ _____ at any time

2. Interest on Tranche 2:

- | | |
|--|---|
| a. ☐ Fixed | b. ☐ Adjustable Interest Rate |
| c. ☐ Fixed for ____ Years and then Adjustable Interest Rate | d. ☐ Fixed with Money Market Condition |

For a. or d. Fixed rate of interest / Fixed rate of interest with Money Market Condition:

- (i) The Borrower/s shall pay interest on the principal amount of the Facility outstanding from time to time monthly at _____% per annum plus applicable interest tax and/or other statutory levy on the dates mentioned below.
- (ii) The Borrower/s shall pay PEMI at _____% per annum plus applicable interest tax and/or other statutory levy until commencement of the EMI. Such PEMI will be calculated from the date(s) of respective disbursement(s) and shall be payable on the dates mentioned below.

For b. Adjustable Interest Rate:

- (iii) I-Base = _____% per annum as on the date of this Facility Agreement.
- (iv) Until varied by the Lender in terms of this Facility Agreement, the Borrower/s shall pay the Adjustable Rate of Interest = _____% per annum (i.e. I-Base + margin / spread of _____%) plus applicable interest tax and/or other statutory levies.
- (v) The Borrower/s shall pay PEMI at _____% per annum until commencement of the EMI payable on the dates mentioned below plus applicable interest tax and/or other statutory levies.
- (vi) Reset Period: Monthly

In order to stabilize the system of Base Rate calculation, RBI may allow banks to change the methodology for computation of Base Rate from time to time. In case there is change in Base Rate due to change in the methodology for computation of Base Rate, the "spread" would appropriately be reset

For c. fixed for ____ Years and then Adjustable Interest Rate:

For the fixed period of two years interest shall be computed as under a. /d. above; once it becomes Adjustable Interest Rate, interest shall be computed as under b above.

3. Repayment schedule:

Term of repayment	_____ months
EMI	₹ _____/-
Total Number of EMIs	_____
Date of Commencement of EMI	_____
Due date for payment of first EMI	_____

x

x

Note: 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:
Subsequent EMIs shall be payable at the end of each respective month.

EMI Under construction stage - EMI from First Disbursement

☐ Yes ☐ No

☐ EMI based on Sanctioned Amount ☐ EMI based on Disbursed amount

Money Saver: ☐ Yes ☐ No

4. Purpose of the Tranche 2:

Balance Transfer (Transfer of financial assistance/s from another housing finance company or bank to ICICI Bank)

☐ Yes ☐ No

AND / OR

b. Facility shall be used for:

☐ **Home Loan**

The purpose of the Facility is to purchase Property for residence or to construct residential units thereon.

☐ **Land Loan**

The purpose of the Facility is to purchase land.

☐ **Office Premises**

The purpose of the Facility is to purchase Property for commercial use or to construct commercial units thereon.

☐ **Home Equity**

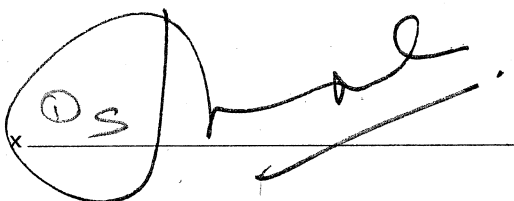
The purpose of the Facility is as stated by the Borrower in the Facility Agreement / Schedule and End Use of Funds letter

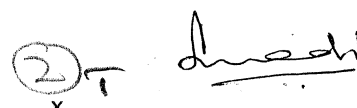
☐ **Home Improvement**

The purpose of the Facility is to repair and / or renovate residential property.

☐ **Top Up**

The purpose of this Facility is as stated by the Borrower in the Facility Agreement / Schedule and End Use of Funds letter.





XI DETAILS OF THE FACILITY BY WAY OF OVERDRAFT FACILITIES

1. **Purpose:** Borrower/s shall utilize the Overdraft Facilities for the purpose of _____
2. **Account:** The Overdraft Facilities shall be drawn by the Borrower/s only through the Account.
3. **Limits:** ₹ _____ or so much thereof as may be reduced from time to time on each renewal date. The Limits shall stand reduced by ₹ _____ on each renewal date.
4. **Validity Period and Renewal:**
 - a. **Validity Period:** 12 months from the date of this Application. The Validity Period shall upon renewal of the Limits mean validity period of such renewed Limits.
 - b. **Renewal:** On the expiry of the aforesaid validity period, the Lender may, at the request of the Borrower/s and at its sole discretion and subject to the terms and conditions set out in the Standard Terms and other Facility documents and such conditions as may be then stipulated by the Lender, renew the Overdraft Facilities for an additional period of 12 months, on a year to year basis, such that the original validity period and subsequent renewed period(s) do not exceed _____ years.
5. **Payment of other charges, fees and time of payment of such charges:**
 - a. **Non-refundable processing fee:** ₹ _____ (Rupees _____ only).
Note: The processing fee is a one time non refundable fee, and is collected by The Lender for the purpose of appraising the Facility and the same is independent of the outcome / result of such appraisal. Please note that the processing fee is payable at the time of execution of the Facility Agreement, duly filled in, by way of a Cheque / Demand Draft payable at favouring the Lender and / or such other mode as may be acceptable to the Lender
 - b. **Non refundable Administrative fees:** ₹ _____ + ₹ _____ towards service tax and education cess thereon.
 - c. **Renewal fees:** ₹ _____ on each renewal date(s).
 - d. Default Interest would be 24% (plus applicable taxes and/ or other statutory levies, if any)
 - e. Upon non payment of any monies in respect of the Facilities on the relevant Due Dates, the Borrower/s shall pay to the Lender late payment charges as follows:
 - i. Minimum Amount: ₹ _____
 - ii. Maximum Amount ₹ _____
 - iii. _____ % of the outstanding amounts at any point of time.
6. **Interest:**

The Borrower/s shall pay to the Lender interest on the Overdraft Facilities and all amount shown as outstanding from time to time at the foot of the relevant Account monthly in each year on the _____ day of each calendar month at the rate of interest which shall be over the sum of the I-Base and the margin/s spread prevailing on each day that of such Overdraft Facilities remain outstanding

(the "Applicable Rate-ODF"), plus applicable interest tax or other statutory levy, if any. The Base is _____% per annum the margin/spread is _____% per annum and the Rate-ODF is _____% per annum.

OR

The Borrower/s shall pay to the Lender interest on the Overdraft Facilities and all amounts shown outstanding from time to time at the foot of the relevant Account monthly in each year on the _____ day of each calendar month at the rate of interest, which shall be _____% per annum.

In order to stabilize the system of Base Rate calculation, RBI may allow banks to change the methodology for computation of Base Rate from time to time. In case there is change in Base Rate due to change in the methodology for computation of Base Rate, the "spread" would appropriately be reset

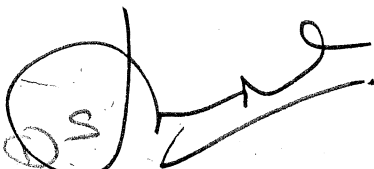
7. **Repayment:**

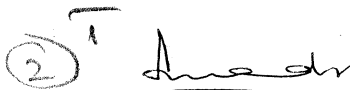
The Overdraft Facilities shall be repaid by the Borrower/s to the Lender forthwith upon demand being made by the Lender at any time together with all interest, costs, charges, expenses and monies whatsoever stipulated in, or payable under the Transaction Documents. Unless and until such demand is made, the Borrower/s shall, without any protest or demur and without any demand or notice from the Lender, repay / pay to the Lender:

- a. on the _____ day of each month or on such date as may be specified by the Lender from time to time with intimation to the Borrower/s (through a bill, if any), an amount which is equivalent to at least _____% of the then outstanding amount of the Overdraft Facilities or available Limits, whichever is lower, as on the last day of the immediately preceding month plus all excess drawals made by the Borrower/s
- b. on the expiry of each Validity Period, all outstanding amounts of the Overdraft Facilities together with all interest, costs, charges, expenses and monies whatsoever stipulated in, or payable under, the Standard Terms and /or the other Facility Documents.

8. **Other Terms and Conditions:**

- a. The Borrower/s authorise the Lender to debit the Account to the extent of the amount required to be paid to the builder / vendor and disburse such amount directly to the builder / vendor by debiting the Account.
- b. No interest will be paid to the Borrower/s by the Lender in case of credit balance in the Account.

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DETAILS OF THE FACILITY FOR PAYMENT OF EARNEST MONEY UNDER ALLOTMENT SCHEME TO DEVELOPMENT AUTHORITIES

1. Amount of the Facility: Not exceeding in the aggregate ₹ _____ million.
2. Interest payable:
The Borrower/s shall pay interest on the principal amount of the Facility monthly at _____ % per annum plus applicable interest tax or other statutory levy. The Borrower/s confirms having paid to the Lender an amount equivalent to interest for the Validity Period of the Facility upfront upon receipt of the sanction letter from The Lender in the form of a Demand Draft made payable to Account No. _____ in the Lender, _____ Branch.

OR

The Borrower/s shall pay interest on the principal amount of the Facility monthly at _____ % per annum plus applicable interest tax or other statutory levy on _____ of every month.

3. **Validity Period of the Facility:**

a. **In the event of successful allotment:**

The Allotment Period plus _____ months i.e the period specified by the Lender within the permissible period for cancellation as notified by the Development Authority after allotment by the Development Authority or twelve months from the date of first disbursement of the Facility whichever is earlier.

b. **In the event of unsuccessful allotment:**

The Allotment Period or twelve months from the date of first disbursement of the Facility, whichever is earlier.

4. **Purpose of the Facility:**

The Borrower/s shall utilize Facility towards the payment of earnest money required to be paid by the Borrower/s to the Development Authority for allotment of the Property by the Development Authority.

5. (a) Name of the Development Authority: _____
- (b) Name of the Scheme of the Development Authority: _____
- (c) Allotment Period: The period specified under the Scheme for allotment of a freehold residential plot (the "Property")

6. **Repayment:**

The Facility shall be repaid by the Borrower/s to the Lender forthwith upon demand being made by the Lender at any time together with all interest, costs, charges, expenses and monies whatsoever stipulated in, or payable under, the Standard Terms and /or other Facility Documents. Unless and until such demand is made, the Borrower/s shall, without any protest or demur and without any demand or notice from the Lender, repay / pay to the Lender on the expiry of the Validity Period, all outstanding amounts of the Facility together with all costs, charges, expenses and monies whatsoever stipulated in, or payable under, the Standard Terms and /or other Facility Documents.

O 7. **Other additional Terms and Conditions:**

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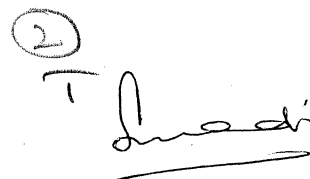
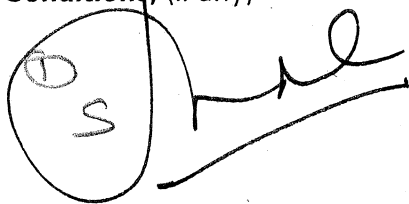
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ity,
- a. The Facility shall be disbursed either directly to the Borrower/s or to Development Authority in one lumpsum and / or in such other manner as may be decided solely by the Lender. The decision of the Lender in this regard shall be final, conclusive and binding on the Borrower/s. The Borrower/s shall acknowledge the receipt, in the form required by the Lender, of the amount so disbursed.
- b. The Borrower/s shall furnish to the Lender undertakings and indemnify the Lender in form, substance and manner satisfactory to the Lender that (i) in the event the Borrower/s has not been allotted the plot by the Development Authority and a refund is made of the earnest money to the Borrower/s by Development Authority, the Borrower/s shall forthwith repay the money to the Lender and (ii) in the event the Borrower/s has been allotted the Property by the Development Authority, as specified by the Development Authority, to the Borrower/s, the Borrower/s shall forth with intimate the Lender of the same and shall not thereafter sell / contract to sell the plot allotted to the Borrower/s to any person / cancel the allotment of the plot with Development Authority without prior written permission of the Lender.
- c. In the event of default in payment by the Borrower/s on allotment of the Property, the Borrower/s authorises the Lender to cancel the allotment of the Property and recover the amount of the Facility from the Development Authority. Notwithstanding anything contained herein, it shall be the obligation of the Borrower/s at all times, until the payment of the Borrower/s dues in full, to repay the Facility.
- d. The Borrower/s shall duly and punctually comply with all the terms and conditions of application for allotment as set out by Development Authority
- e. The Borrower/s shall not be allowed to make more than one application whether in name of the family members, including his / her spouse and dependent family members under the said Scheme of the Development Authority. The Borrower/s shall submit an undertaking that he/she has not made any other application under the Scheme. However if the Development Authority allows for one application per applicant under each of its scheme category the Borrower/s can make one application for each of such scheme category as per the terms and conditions of the Development Authority.
- by
city.
- f. The Borrower/s represents that the Facility so availed is for the purpose of purchase of the Property and in the event of allotment of the said Property by the Development Authority to the Borrower/s, the Borrower/s confirms that he shall construct a house on the said Property within such period as may be laid down by the Lender.

8. **Special Conditions, (if any)**

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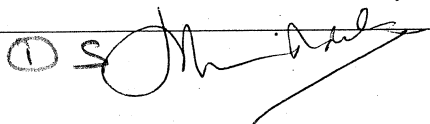


IN WITNESS WHEREOF the Borrower/s and the Lender have caused this Facility Agreement to be executed on the day, month and year first hereinabove written in the manner hereinafter appearing.

The Borrower/s agree to have received, read, understood and consented to the above mentioned Standard Terms:

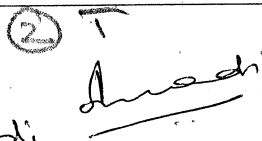
Borrower/s

Signature of the Borrower

① 

Name : Soham Satish Modi

Signature of Co-borrower /s

② 

Name : Tegal Modi

Signature of Co-borrower /s

Name :

Signature of Co-borrower /s

Name :

In case of partnership / HUF / Association of Persons :

For and on behalf of

and each of the following members of the firm / HUF / Association of Persons

1.

2.

3.

4.

In case of Company / Society / Trust

For and on behalf of

Name of authorized signatory

Designation

Date

Place

Name of authorized signatory

Designation

Date

Place

Details of the authority letters or resolutions, if any, authorizing the borrowing and / or execution of this Facility Agreement

Date :

Passed / issued by :

Date

Passed / issued by :

ICICI Bank Limited:

SIGNED AND DELIVERED by the within named

ICICI BANK LIMITED by the hand

of Mr. / Ms. _____,

its authorized signatory.

Visited the Borrower/s on _____
during which, the borrower/s have executed this Facility Agreement

(Name & Signature of authorized official of
DMA / Counselor / Agency)

Date : _____