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#### ( To be stamped as agreement)

#### SUPPLEMENTAL AND AMENDATORY AGREEMENT

#### TO THE FACILITY AGREEMENT

THIS SUPPLEMENTAL AND AMENDATORY AGREEMENT made this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Two Thousand and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ between :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_LIMITED, a company within the meaning of the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Borrower”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the ONE PART

OR

[[1]](#footnote-1)Mr. / Ms. \_\_\_\_\_\_\_\_\_\_, age \_\_\_\_\_yrs., son / wife / daughter of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_; Mr. / Ms. \_\_\_\_\_\_\_\_\_\_, age \_\_\_\_\_ yrs., son / wife / daughter of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_, at present carrying on the business at [[2]](#footnote-2)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in partnership under the firm, name and style of [[3]](#footnote-3)M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is registered under the Indian Partnership Act, 1932, in their capacity as partners of the aforesaid firm and also in their personal capacity, (the “Borrower”, which expression shall, unless it be repugnant to the subject or context thereof or as the context may permit or require, include any or each of them and survivor(s) of them or the partner(s) from time to time and their respective heirs, legal representatives, executors, administrators and permitted assigns) of the ONE PART

OR

[[4]](#footnote-4)Mr. / Ms. \_\_\_\_\_\_\_\_\_\_, age \_\_\_\_\_\_\_\_ yrs., son / wife / daughter of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_, at present carrying on the business at [[5]](#footnote-5)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under the firm name and style of M/s.[[6]](#footnote-6) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in their capacity as proprietor / proprietress of the aforesaid firm and also in his / her personal capacity, (the “Borrower”, which expression shall, unless it be repugnant to the subject or context thereof, includes his / her heirs, legal representatives, executors, administrators and permitted assigns) of the ONE PART

OR

[[7]](#footnote-7) Mr./ Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, age \_\_\_\_\_\_ yrs., son / wife / daughter of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for self and as the Karta of his / her joint HUF, and carrying on the business at [[8]](#footnote-8)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as HUF business under the firm name and style of [[9]](#footnote-9)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and Mr./ Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, son / wife / daughter of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, age \_\_\_\_\_\_\_yrs.\_ residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Mr./ Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, age \_\_\_\_\_\_\_ yrs., son / wife / daughter of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in their capacity as adult members of the aforesaid HUF and also in their personal capacity, (the “Borrower”, which expression shall, unless it be repugnant to the subject or context thereof or as the subject may permit or require, mean Karta and any or each of the aforesaid adult members of the HUF and the survivor(s) of them and his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns) of the ONE PART

OR

[[10]](#footnote-10) Mr. / Ms. \_\_\_\_\_\_\_\_\_\_, age \_\_\_\_\_\_ yrs., son / wife / daughter of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at\_\_\_\_\_\_\_\_\_\_\_, Mr. / Ms. \_\_\_\_\_\_\_\_\_\_, age \_\_\_\_\_\_\_ yrs., son / wife / daughter of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_ (the “Borrower”, which expression shall, unless it be repugnant to the subject or context thereof or as the subject may permit or require, mean any or each of the aforesaid individuals and shall include his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns) of the ONE PART

OR

[[11]](#footnote-11)Mr./ Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, age \_\_\_\_\_\_ yrs., son / wife / daughter of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Mr./ Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, age \_\_\_\_\_\_\_ yrs., son / wife / daughter of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in their / its capacity as trustees for [[12]](#footnote-12)\_\_\_\_\_\_\_\_\_\_\_ trust, registered under the \_\_\_\_\_\_\_\_ Trust Act, \_\_\_\_\_\_ and having its principal office of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Borrower”, which expression shall, unless it be repugnant to the subject or context thereof, include the trustee(s) for the time being thereof and its successors and permitted assigns) of the ONE PART

OR

[[13]](#footnote-13)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a society registered under the \_\_\_\_\_\_\_ Co-operative Societies Act, \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Borrower”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the ONE PART

AND

ICICI BANK LIMITED, a company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its Registered Office at Landmark, Race Course Circle, Vadodara 390 007 and corporate office at ICICI Bank Towers, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051, and amongst others, a branch / office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the OTHER PART.

**WHEREAS :**

1. By a Facility Agreement dated the \_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_, Two Thousand and \_\_\_\_\_\_\_\_, [[14]](#footnote-14)as amended from time to time (the “Agreement”) entered into between the Borrower and the Bank, the Bank has, at the request of the Borrower, agreed to provide / provided to the Borrower working capital facilities (the “WCFacilities”) specified in the Agreement upto sums in the aggregate not exceeding Rs \_\_\_\_\_\_ million (the “Overall Limits”) at any point of time.
2. The Borrower has now requested the Bank to :

(i)[[15]](#footnote-15)enhance the Overall Limits from [[16]](#footnote-16)Rs \_\_\_\_\_ million to Rs \_\_\_\_\_\_\_\_ million /

(ii) renew / extend the Validity Period / period of drawal of the WCFacilities for a further period of \_\_\_\_\_\_ months / upto \_\_\_\_\_\_\_\_\_\_\_\_\_ /

(iii) modify the Limits/ modify or permit interchangeability between the various WCFacilities /

(iv) provide additional working capital facilities / products /

(v) modify/supplement/amend the existing terms and conditions of the Agreement.

1. To give effect to the above, the parties hereto have agreed to execute these presents.

NOW THIS SUPPLEMENTAL AND AMENDATORY AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. All capitalized terms used but not defined herein shall have the respective meanings assigned to them under the Agreement.

2. The amount of Rs \_\_\_\_\_\_ million appearing in Credit Arrangement Letter (CAL) No. \_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_stands changed as follows:

“Rs \_\_\_\_\_\_\_ million” and shall be governed by the Terms and Conditions in the CAL No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_\_\_\_\_\_, the Facility Agreement, Schedule to the Facility Agreement and the General Conditions (WCF – 07 – V.I) to the Facility Agreement.

[[17]](#footnote-17)3. The last date of drawal of the WCFacilities upto the Overall Limits stands extended to \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. (a) [[18]](#footnote-18)The following provisions stand inserted at the end of Article \_\_\_\_ of the General Conditions of the Facility Agreement

(b) [[19]](#footnote-19)Article \_\_\_\_\_ of the General Conditions of the Facility Agreement stands changed as follows:

[INSERT SUITABLE PROVISIONS]

5. [[20]](#footnote-20)Article \_\_\_\_\_ of the main body of the Facility Agreement stands changed as follows:

[INSERT SUITABLE PROVISIONS]

[[21]](#footnote-21)6. Part/s\_\_\_\_\_\_\_\_\_\_\_\_of Schedule to the Agreement relating to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ stands changed as follows /following provisions stand inserted in Section \_\_\_\_\_\_ of Schedule to the Agreement relating to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_as follows:

[INSERT SUITABLE PROVISIONS]

7. [[22]](#footnote-22)Article X part \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of the General Condition shall be applicable   
 to the relevant Facilities.

8. Notwithstanding anything contained in the Transaction Documents, the Bank shall have the unconditional right to cancel the unutilized portion of the Facility, in whole or in part, at any time during the subsistence of the Facility, without giving any prior notice to the Borrower, for any reason whatsoever, including but not limited to, on the occurrence of Deterioration of Creditworthiness of the Borrower, or for non-compliance of any terms and conditions of the Transaction Documents.

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

(i) downgrade of the rating of the Borrower by a Credit Rating Agency;

(ii) inclusion of the Borrower and/or any of its directors in the RBI’s willful defaulters list;

(iii) closure of a significant portion of the Borrower’s operating capacity;

(iv) decline in the profit after tax of the Borrower by more than fifteen percent;

(v) any adverse comment from an auditor; and

(vi) any other reason/event in the opinion of the Bank, constituting or which may constitute, deterioration in the creditworthiness.

For the purposes of the above clause “**Credit Rating Agency”** shall mean and refer to the domestic credit rating agencies such asCredit Analysis and Research Limited, CRISIL Limited, FITCH India and ICRA Limited and international credit rating agencies such as Fitch, Moodys and Standard & Poor’s and such other credit rating agencies identified and/or recognized by the Reserve Bank of India from time to time

The Borrower unconditionally agrees, undertakes to get itself rated by Credit Rating Agency/ies within a period of six months and/or at such intervals as may be decided by the Bank, failing which the Bank shall have the right to review the applicable interest rate and/or costs, charges and expenses, which shall be payable by the Borrower/Obligor/Security Provider and on such date/s or within such period as may be specified by the Bank..

9. The provisions of this Supplemental and Amendatory Agreement shall become   
 effective from the date hereof.

10. This Supplemental and Amendatory Agreement shall be read in conjunction with the Agreement and be enforced as if the provisions of this Supplemental and Amendatory Agreement were incorporated therein by way of addition. To the extent of any inconsistency between the terms of this Supplemental and Amendatory Agreement and the Agreement, the provisions of this Supplemental and Amendatory Agreement shall prevail.

11. Save for changes specified hereinabove, all the other terms and conditions of the   
 Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF the Borrower and the Bank have caused this Supplemental and Amendatory Agreement to be executed on the day, month and year first hereinabove written as hereinafter appearing.

For the Bank :

SIGNED AND DELIVERED by the withinnamed Bank, ICICI BANK LIMITED, by the hand of Mr. / Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_, its authorized official

For the Borrower :

[[23]](#footnote-23)The Common Seal of the within named Borrower, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Limited, has, pursuant to the resolution of its Board of Directors, passed in that behalf on the \_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_, hereunto been affixed in the presence of \_\_\_\_\_\_\_\_\_\_\_

OR

SIGNED AND DELIVERED by the within named Borrower, [[24]](#footnote-24)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by the hand of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. applicable in case of partnership firm [↑](#footnote-ref-1)
2. insert full address of the place of business of the firm [↑](#footnote-ref-2)
3. insert name of the firm [↑](#footnote-ref-3)
4. applicable in case of proprietory concern [↑](#footnote-ref-4)
5. insert full address of the place of business of the concern [↑](#footnote-ref-5)
6. insert name of the concern [↑](#footnote-ref-6)
7. applicable in case of huf [↑](#footnote-ref-7)
8. insert full address of the place of business of huf [↑](#footnote-ref-8)
9. insert name in which business is carried on [↑](#footnote-ref-9)
10. applicable in case of individuals [↑](#footnote-ref-10)
11. insert relevant details [↑](#footnote-ref-11)
12. insert name of trust [↑](#footnote-ref-12)
13. applicable in case of society [↑](#footnote-ref-13)
14. delete if not applicable [↑](#footnote-ref-14)
15. delete whichever is not applicable [↑](#footnote-ref-15)
16. incorporate amount of overall limits which is mentioned in the agreement [↑](#footnote-ref-16)
17. delete if not applicable [↑](#footnote-ref-17)
18. to be incorporated if clauses are inserted in General Condition [↑](#footnote-ref-18)
19. to be incorporated if terms of General Condition is to be modified [↑](#footnote-ref-19)
20. to be incorporated if terms of agreement are to be modified [↑](#footnote-ref-20)
21. delete if not applicable [↑](#footnote-ref-21)
22. name of new products to be added [↑](#footnote-ref-22)
23. Applicable in case of a company / trust / society and common seal to be affixed as per provisions of articles or constitutional document of company / society / trust [↑](#footnote-ref-23)
24. In case of a partnership firm, incorporate as follows : “ \_\_\_\_\_\_\_\_\_\_\_\_\_ firm, by the hand of Mr. / Ms. \_\_\_\_\_\_ ,Mr. / Ms. \_\_\_\_\_\_\_\_\_ both in their individual capacity and as partners of the firm”; in the case of proprietary concern, incorporate as follows : “Mr. / Ms. \_\_\_\_\_\_\_\_\_\_, both in his capacity as proprietor and personal capacity”; in case of HUF, incorporate as follows : “\_\_\_\_\_\_\_\_\_\_\_\_\_\_as Karta of \_\_\_\_\_\_\_\_ HUF and \_\_\_\_, \_\_\_\_\_, as adult members / coparceners of the HUF” [↑](#footnote-ref-24)