

Supplementary Agreement
(Restructure of existing loan account)

Article of supplementary agreement made and entered in to at _____ on this _____ day of _____ 2021 between Mr./Mrs. _____ S/o/ D/o _____ Adult Indian inhabitant residing at _____ hereinafter

called "the borrower", (which expression unless it be repugnant to the context of meaning thereof shall mean and include his/her heirs, executors, administrators and or/assigns) of the one part, and STAR HOUSING FINANCE LIMITED, formerly known as Akme Star Housing Finance Limited, a company incorporated under the Indian Companies Act, 1956 and having its registered office at -----hereinafter called as "STAR HFL " (which expression unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the other part;

1. Whereas by and under the loan agreement dated _____ having loan account no _____ executed between the parties hereto, the borrowers have availed Housing loan of Rs. _____ (Rupees _____) on dated for the purpose of construction/purchase of the property situated at _____, This loan is repayable in _____ years by Equated Monthly Installments (EMI) of Rs. _____ per month (herein after referred to as "the original loan agreement").
2. And whereas the borrowers have approached STAR HFL for restructuring of terms and conditions of the existing original loan agreement, adding back the overdue amount of installments with the principal amount and also requested for the additional loan amount of Rs. _____ (Rupees _____), by offering continuing the security of the said mortgaged property as described in the original loan agreement and mortgage created for the security of existing loan disbursed to the borrowers .
3. And whereas on the basis of such request , representation and agreement of the borrowers, STAR HFL has consented/ agreed to advance additional loan amount of Rs _____ (Rupees _____) repayable with interest thereon at the rate of _____ % p.a. (Fixed) and revising the terms of repayments as more particularly described in the schedule and the borrower has delivered to STAR HFL the necessary documents proving utility of the present Additional loan.
4. And whereas the parties hereto agree, confirm and declare that the original loan agreement dated _____ is valid and binding and shall continue as part of this supplementary agreement:
5. Now in consideration of the further loan disbursed as per this agreement, it is hereby agreed by and between the parties hereto as follows –
 - A. This agreement is supplementary to the above recited original Loan Agreement, save and except what is specifically agreed between the parties as recorded hereinafter, all other terms, conditions, covenants mentioned in the original loan agreement shall continue to remain applicable, effective and binding on the

borrower and the terms of this supplementary agreement would be additional for the re payment of the loan being disbursed by this agreement.

- B. It is agreed that the Equated Monthly Installments of the existing loan as stipulated in the original loan agreement would be now changed and new EMI of Rs.----- shall be paid by the borrower regularly without any single default for the loan period of ----- years.
 - C. It is agreed that all the documents executed / submitted by the borrowers in favor of STAR HFL for the restructure of loan agreement shall be effective and in continuity for this agreement and the terms revised by this agreement would be applicable and effective on all the borrowers.
 - D. The borrowers are agreed to continue and extend the security and mortgage created in favor of STAR HFL under the original loan agreement and the terms of this supplementary agreement are now effective and applicable on all the borrowers and security would be continued till the full repayment of loan amount along with the interest as agreed upon.
 - E. It is agreed that covenants under this supplementary agreement in respect of security shall operate as continuing security for the dues of total loan amounts as per the original loan agreement and this supplementary agreement and shall not prejudice the rights of remedies of STAR HFL in respect of any present or future security, guarantee, obligation or degree for any indebtedness or liability of borrower to STAR HFL.
 - F. It is agreed that the rights and powers of STAR HFL to recover the amounts payable to the borrower under this agreement and as per the original loan agreement, are in addition to the rights and powers the company has as per the terms and conditions of any security or documents executed by the borrower in favor of STAR HFL;
 - G. It is agreed that the additional securities/ Guarantee/s furnished by the borrower towards the loan under this agreement shall be in addition to the sureties/ guarantees furnished by the borrower under the original loan agreement.
 - H. It is further agreed that the sureties/ guarantees executed by the guarantors and furnished to STAR HFL shall continue to remain valid, binding and subsisting not only for the loan granted under the original loan agreement but under the terms and the said guarantees also to the additional/ further loan granted hereunder.
 - I. It is also further agreed that notwithstanding whatever is stated in the original loan agreement or the documents executed in pursuance thereof, all the guarantors whether under the original loan agreement or under this agreement shall be jointly and severally liable to repay the entire loan amount to STAR HFL till such time as the entire loan is repaid.
 - J. In the event of the borrower making default in the payment of any installment as per the schedule written herein under, the borrowers shall be liable to pay STAR HFL, the arrears with penal interest and other costs/ charges and expenses as recorded in the said loan agreement.
-
- 1. It is agreed by the borrowers that the new EMIs according to this supplementary agreement is payable for the period of ----- years.
 - 2. It is agreed that STAR HFL will have full right and liberty and sole discretion to enforce the security created over the property on making default of EMI under the terms of loan agreement and this supplementary agreement.

1. SCHEDULE-

Amount of Loan per existing loan dated----- : Rs. As per agreement	Amount of Loan : Rs. After revising the loan amount and repayable as per the supplementary loan agreement.
Rate of Interest : _____% as per existing loan agreement	Rate of Interest : _____% as per supplementary loan agreement
EMI Rs.----- as per original loan agreement	EMI Rs.----- as per supplementary loan agreement
Loan tenure as per original loan agreement- years	Loan tenure as per this supplementary loan agreement – years
EMI start date as per original loan agreement-	EMI start date as per this supplementary loan agreement-
Numbers of EMIs payable as per original loan agreement	Numbers of EMIs payable as per supplementary loan agreement-
Date of Commencement of EMI as per original loan agreement-	Date of Commencement of EMI as per supplementary loan agreement-
Due Date of payment of EMI	Due Date of payment of EMI

2. Description of the property (as per the loan agreement) mortgaged

IN WITNESS WHEREOF the parties hereto have set subscribed their respective hand and seal, the day, month and year first here in above-written.

Signed, sealed and delivered by the within

Named Borrowers_____

X

Signed, sealed and delivered by the within-named

STAR HOUSING FINANCE LIMITED _____