

## Inter Corporate Deposit Agreement

This Inter-Corporate Deposit (ICD) Agreement (**Agreement**) is made at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ BETWEEN

(Company Name, CIN No, registered company address) hereinafter referred to as The Borrower which term or expression unless excluded by or repugnant to the subject and context thereof shall mean and include its heirs, Successors and assigns of the One Part

And

(Company Name, CIN No, Company Address) hereinafter referred to as The Lender which term or expression unless excluded by or repugnant to the subject and context thereof shall mean and include its heirs, Successors and assigns of the Second Part

The Borrower and The Lender are collectively referred to as **Parties** and individually as a **Party**.

### **RECITALS:**

**WHEREAS** the borrower has requested the lender to sanction a Inter Corporate Deposit(ICD) of Rs. \_\_\_\_\_ (**amount in words**) and

**WHEREAS** the Lender has agreed to grant the said ICD on the following terms and conditions:

The lender agrees to extend and give ICD to the borrower upto Rs \_\_\_\_\_ (**amount in words**) without prejudice to the provisions hereinbefore, ICD facility will be available for a period from (**Date to Date**) and the borrower shall repay the same on (**Date**). The Lender may at its absolute discretion agree to renew the facility on a written request received from the borrower.

In the absence of a written consent for renewal, the borrower shall be bound to repay the entire outstanding amount together with accrued interest thereon. In case maturity falls on a Bank Holiday, the provisions of the Negotiable Instrument Act, 1881, as regards the date of payment shall apply

The ICD shall carry interest @ \_\_\_\_\_% per annum from the date of ICD received.

If the Borrower commits default in payment of the ICD as aforesaid to the Lender as on due date i.e. on \_\_\_\_\_, the borrower shall be liable to pay interest @ 15% p.a. on the ICD from the due date of the ICD till the realization of the entire dues.

If the borrower wishes to repay, subject to the approval of the lender, entire ICD amount or part of it before the expire of the due date, no interest is payable by the borrower on the amount repaid from the date of repayment till the due date.

Any notice or correspondence shall be addressed at the Corporate Office address given by the Borrower. The same would be deemed to have been served at the time it would be delivered in the normal course.

The Borrower agrees to accept the statement of account sent by the lender or by any other authorized representative of the lender as conclusive proof of the correctness of any sum claimed to be due from the Borrower unless the Borrower satisfies the lender about any correction which the Borrower may like to raise.

The promissory note would be a continuing security to the lender for all monies which are due from the borrower.

The Borrower agrees not to utilize the ICD facility for speculative, illegal or antisocial purposes.

Words importing the masculine gender will include the feminine. Words incorporating the singular number will include the plural.

Any disputes relating to this matter will have to refer to a Court within Mumbai Jurisdiction.

This agreement should not be modified except in writing by the parties, by subsequently executed agreement. The parties hereto have signed this agreement in acceptance of all terms stated above on date at location mentioned below the signatures.

The Common Seal of \_\_\_\_\_ has been affixed pursuant to the Resolution of the Board of Directors of the Company held on Hereunto been affixed in the presence of authorized person of the company who has signed these presents in token thereof.

### **SIGNED SEALED AND DELIVERED**

By the within named Borrower  
(Company Name)

**(AUTHORIZED SIGNATORY)**

Date:

Place:

**SIGNED SEALED AND DELIVERED**

By the within named Lender

(Company Name)

**(AUTHORIZED SIGNATORY)**

In the presence of:

1. Signature:

Name:

Address:

2. Signature:

Name:

Address: