

## 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:

Sr. No	Transaction Amt (Rs.)	Transaction Period	Transaction Due Date
1	400000.0	119.0	July 2, 2022

Transaction Date

2022-03-21 00:00:00

Margin Period for Discounting Transaction

NA

Documents to be submitted to Investor & Consultant

Signed & Stamped Self certified Invoice Copy.

Transport Summary of trips for corresponding Invoice.

Acknowledgment of Receipt of Invoice by Debtor.

Letter to Investor.

Delayed Payment charges

Transaction rate +2.00% p.m. compounded monthly.

Bank Account details - for disbursement by Investor to Supplier

Beneficiary Name	business3422 icd
Bank Name	Axis Bank
Beneficiary Account No	123457877
IFSC	AXIS001B

Bank Account details- for repayment by Supplier to Investor

Beneficiary Name	investor1403 icd
Bank Name	State Bank of India
Beneficiary Account No	556789654
IFSC	SBI0098R

**Flow of Money & Repayment**

**1.1:** The Supplier hereby consents to permit and authorize the Consultant to act as an administrator with respect to the settlement of amounts between the Supplier and the Investor/s pursuant to discounting of any invoice.

**1.2:** Pursuant to the execution of the transaction documents upon Investor crediting funds in favour of the Supplier to E Collection Escrow Account with respect to invoices discounted, the bank in which E Collection Escrow Account is opened shall, upon the instructions of the Consultant;

**a.** transfer the fees payable by the Supplier to Consultant as may be agreed in Annexure from the E Collection Escrow Account into the Consultant Account; and

**b.** transfer remaining credit balance to the Supplier Account as per respective invoices discounted subject to set off against Indebtness. On transfer of the consideration, the Supplier shall have no right, title or interest to the invoice receivables.

**1.3:** When the Debtor on whom the Supplier has raised an invoice remits the amount due under such invoice into the E Collection Escrow Account, Consultant shall issue instructions to the bank in the following manner:

**a.** when the invoice details corresponding to the amount remitted by the Debtor is known to the Consultant, such amount payable to the Investor under the Transaction document shall be remitted to the concerned Investor and the remainder amount, if any shall be first remitted on behalf of the Supplier towards any outstanding and due Indebtedness to the Investor and Consultant and then to the Supplier account within one business day from the time such amount reaches the E Collection Escrow Account

**b.** It is hereby expressly clarified that in the event the amount payable to the Investor under an invoice has been paid to such Investor in any other manner provided for under the Transaction document, the amount remitted by the Debtor under the same invoice towards the same payment shall deemed to accrued to the Supplier account and shall be remitted accordingly; and

**c.** Consultant has the right to adjust any form of Indebtness pertaining to this Agreement /Transaction document from the credits available in the E Collection Escrow Account.

**d.** The Service Fee & other charges payable by Supplier to Consultant with respect to each discounting shall be remitted to Consultants bank account.

**e.** When the invoice details corresponding to the amount remitted by the Debtor is unknown to the Consultant, then such receipt shall be deemed to be against the invoices discounted by the investor on first in first out basis.

**1.4:** It is hereby expressly clarified that the obligation of Consultant to issue instructions to the E Collection Escrow Account shall arise only after the amount payable under an invoice by a Debtor of the Supplier reaches the E Collection Escrow Account.

**1.5:** The Supplier agrees and undertakes that the E Collection Escrow Account shall not be closed without the prior written consent of Consultant. Further, in the event the Supplier is desirous of withdrawing any amount from the E Collection Escrow Account, the Supplier shall submit a request for such withdrawal to Consultant.

**1.6:** In case of delay by Debtors in repayment on due dates, Investor and Consultant shall have the right to charge interest and penal charges on the overdue amount. The Supplier shall forthwith notify the Consultant and Investor in the event the Supplier receives any communication from a Debtor whereby such Debtor dispute the amounts due or its payment obligations under an invoice raised by the Supplier on such Debtor which are discounted by the Investor.

**1.7:** Any dispute between Supplier & Debtors leading to delays / deductions from the receivable assigned shall not affect the total receipt from Debtors on due dates. If the same happens then the shortfall needs to be repaid by the Supplier immediately.

**1.8:** In the event, any of the facilities are granted on revolving basis then the Supplier shall be entitled, subject to Credit Period, Available Limits, no Event of Default having occurred and at the discretion of the Consultant, to redraw any amount so repaid.

**1.9:** The Consultant may, in its discretion and subject to no Event of Default having occurred and at the request of the Supplier, rollover/extend/continue the facilities or any part thereof for such period as may be mutually agreed in writing and in such event all terms as applicable for such facilities shall mutatis mutandis apply for the rollover/extended portion of the facilities.

**1.10:** The Consultant may at any time and from time to time, at its sole discretion, review or cancel the facilities or any part thereof, with or without any reason and without notice to the Supplier and demand repayment of the amount due and payable by the Supplier immediately to the Investor. Investor shall have the right to levy overdue charges in case there is delay in repayment of the amount so demanded as per Tripartite Agreement.

**1.11:** In case of early repayment of the facility amount availed, the discount charges/service fees paid by Supplier shall not be refunded. The Consultant shall also be entitled for delayed payment charges over & above penal charges as agreed in the transaction document for the overdue invoice.

**1.12:** 1.12 The Supplier shall ensure that all the receivables to be received from the Debtors assigned to avail discounting facility from the Consultant as per terms of the Agreement, transfer the amount on due dates in the said E Collection Escrow Account only via NEFT-National Electronic Fund Transfer/RTGS Real time gross Settlement which shall be used to set off against the discounting facility availed. Credit for all payments by Supplier shall be given only on realization in the account of the Investor or on the relative Due Date, whichever is later. In case of delay by debtors in repayment on due dates, Consultant shall have the right to charge fee on the overdue amount. Any dispute leading to delays / deductions from the receivable assigned shall not affect the total receipt from Debtors on due dates. If the same happens then the shortfall needs to be paid by the Supplier immediately.

**1.13:** The Supplier agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law, or any terms and conditions to the contrary contained in this Agreement, the Consultant may, at its absolute discretion, appropriate any payments made by the Supplier under this Agreement/any amounts realized by the Consultant by enforcement of Security or otherwise, towards the dues payable by the Supplier to the Consultant under any Transaction Document and/or other agreements entered into between the Supplier and the Consultant and in any manner whatsoever.

**1.14:** The Supplier agrees and confirms that in case of any delayed or default in realisation of the payment by the Debtor the obligation to make any such payments, facility charges, delayed payment and additional charges shall be made by the Supplier to the Investor basis that the service is provided on recourse to the Supplier.

#### **Dispute Resolution**

In case of any dispute with respect to the following matters, it is agreed that decision of Consultant shall be final:

- 1: Discrepancies in disbursement amount
- 2: Discrepancies on disbursement date (early or late)
- 3: Receipt of repayment proceeds to investor bank account
- 4: Debit of repayment proceeds in Escrow account
- 5: Money retained in Escrow Account
- 6: Mode of calculation of interest & penal charges
- 7: Application of interest & other charges against on account of part proceeds by investor
- 8: Non applicability of TDS on discount charges & delayed payment charges to investor
- 9: Margin refund, date of credit, & payment of money by the investor
- 10: Credit to wrong bank account of investor
- 11: Amendment in transaction documents

**Notice can be delivered by E-mail/Registered Post**

<b>Investor</b>	<b>Consultant</b>	<b>Supplier</b>
investor1403 icd	Man Investment Services Pvt Ltd	business3422 icd
	403, Peninsula Heights, C.D. Barfiwala Lane, JuhuGalli, Andheri West Mumbai 400058	None
investor2322@mcred.com	maninvestment@mcred.com	business_email
9989778787	0223456789	9988776656

**Other terms:**

**1. Responsibilities and obligations of Supplier:**

**Responsibilities:**

- a) The Supplier hereby agrees to provide to Investor all such forms, reports, balance sheets and other documents Investor may require from time to time, for the conduct of the due diligence on the Supplier and provide/continue the discounting facility.
- b) Supplier shall abide by the Representations & warranties, Covenants & Undertaking made in the Consultancy Agreement.
- c) Supplier agrees to act as per instructions given by Consultant on behalf of the Investor.
- d) The Supplier agrees that each transaction entered through this Agreement is an individual Agreement and that the Supplier shall not link any other transaction which is disputed with reference to any other transaction discounted.

**Obligations:**

The Supplier agrees and confirms that in case of any delayed or default in realisation of the payment by the Debtor the obligation to make any such payments, facility charges, delayed payment and additional charges shall be made by the Supplier to the Investor basis that the service is provided on recourse to the Supplier.

**2. Consultant Rights & Responsibilities:**

- a) As facilitator Consultant shall have the right to order payments on due dates from the Debtors against the invoices discounted by the Investor in the Account which shall then be transferred to the Investor Account. It is hereby expressly clarified that the payment received in the Escrow Account shall be held by Consultant in trust for the benefit of the investor
- b) Consultant shall have the right to execute documents take all necessary steps for the recovery of amount from the Debtors on due dates. In the event of default by Supplier exercise all rights available as per Consequence of default singly/jointly with Investor.
- c) The Consultant services are limited to the role of introducing Supplier to prospective Investors and managing security on behalf of Investors. This is understood that Consultant will not engage in any negotiations whatsoever on behalf of Supplier or Investor nor will make any recommendations concerning the terms, conditions or provisions of any agreement between Supplier and a Investor, including the manner or means of consummating the transaction.

**3. Rights & Obligations of Investor:**

**Rights:**

- a. Investor shall have the right to receive payment from the Debtor whose bills are discounted on due date.

- b. Investor shall have the right to Claim money from Supplier.
- c. Investor shall have the right to enforce assignment deed entered into between Consultant & Supplier, either singly or jointly with Consultant.
- d. In case of default, Investor shall have the right to encashcheques and recover the dues from the Supplier. In case cheques are dishonored the Investor have the right to sue Supplier singly/jointly with Consultant.
- e. In case of default by the Supplier, Investor shall have the right to ask for additional safety in the form of personal asset of Supplier /appoint Consultant as Nominee Director in the Board of the Supplier to protect interest of the Investor.
- f. Investor shall have the right to call back entire money in case of any suspicious event
- g. Investor shall have the right to claim delayed payment charges from the Supplier.

**Obligations:**

After conducting due diligence and signing of Tripartite Agreement the Investor shall provide discounting facility to Supplier unless there is any event of default by the Supplier.

**4. Confidentiality:**

- a. Parties herein shall hold or cause to be held, in strict confidence any and all information including commercials agreed between the respective parties.
- b. Further Supplier agrees that the Supplier shall not enter into any Agreement/arrangement with any Investor with respect to any Sale/discounting of invoices, without the consent or knowledge of Consultant .In the event the Supplier enters into any such agreement/ arrangement, it shall be considered to be a material breach of this Agreement and liquidated damages in the form of applicable fees shall be payable.

5. **Governing Law:** This Facility Agreement shall be governed by Laws of India and courts in Mumbai shall have exclusive jurisdiction.

6. **Arbitration and Venue :** In the case of failure by the Parties to resolve the dispute amicably or through a mediator within 30 days from the date when the dispute arose, the dispute shall be referred to arbitration before the International & Domestic Arbitration Centre (IDAC) India, in accordance with its rules, as amended from time to time, and in accordance with its conformity to the rules and procedure of the Arbitration & Conciliation Act, 1996, as amended from time to time. The proceedings of arbitration shall be in the English language. The seat of Arbitration shall be Mumbai, Maharashtra, India. The Parties shall share the costs of arbitration, including fees of the arbitrators and fees of IDAC (but excluding their respective attorney's fees) in equal proportion. The prevailing Party shall be entitled to the arbitration costs, including attorney's fees and arbitrators' fees paid by it. The Parties shall submit to the exclusive jurisdiction of courts at Mumbai, Maharashtra, India.

7. This Agreement is independently valid and binding on the Parties to this Agreement and if required the Consulting agreement and transaction documents mentioned therein shall form a part of this Agreement and binding upon all parties and their respective estates, heirs, successors and permitted assigns.

8. This Agreement may be changed only by the written consent of all parties. This Agreement may not be assigned by either party without the written consent of the other.

IN WITNESS WHEREOF, the Parties hereto have caused this Tripartite Agreement to be executed and acknowledged by their respective officers or representatives on the day, month, year and place as set out herein above.

Category of Signatory	Investor	Consultant	Supplier
Name	investor1403 icd	Man Investment Services Pvt Ltd	business3422 icd
Address		403, Peninsula Heights, C.D. Barfiwala Lane, JuhuGalli, Andheri West Mumbai 400058	None
Signature			

Annexure I

**Details of the Invoices- raj pvt**

Sr. No	Invoice No.	Invoice Date	Tax Invoice Amount (Rs)	Invoice Approval Date	Credit Period	Invoice Payment Due Date	Trans Value(85% on Tax Invoice Amount Rs.)
1	B123466po	date ofdeal-27/2/2022	400000.0	approval date-20/2/2022	119.0	July 2, 2022	400000.0

**Interest Payment details**

From Date	Period	To Date	Interest Date	Gross Amount	Tds Amount	Net Amount
March 15, 2022	17.0	March 31, 2022	March 31, 2022	3493.0	349.0	3144.0
April 1, 2022	91.0	June 30, 2022	June 30, 2022	18699.0	1870.0	16829.0
July 1, 2022	11.0	July 11, 2022	July 12, 2022	2260.0	226.0	2034.0