# **GODAVARI BIOREFINERIES LIMITED**

CIN: U67120MH1956PLC009707

Registered office: Somaiya Bhavan, 45/47, Mahatma Gandhi Road, Mumbai - 400 001. Tel No. 022-6170 2100 • Fax No. 022-22048272 • Website: www.somaiya.com

# APPLICATION FORM FOR FIXED DEPOSIT / LOAN | | NEW DEPOSIT | RENEWAL

This deposit/loan is subject to the term and conditions govering the acceptance of deposits/loans printed alongside PLEASE FILL IN BLOCK LETTERS AND STRIKE OUT WHICHEVER IS NOT APPLICABLE **AMOUNT OF DEPOSIT** Rs. ..... (Rupees ..... AMOUNT PAID BY 2. Cheque/D. Draft No. ..... dated ...... OR RENEWAL OF F.D.R.No. L.F.No. for Rs. due on **SCHEME DETAILS:** Rate of Interest | SCHEME A-HALF YEARLY SCHEME B -MONTHLY Sr. No PARTICULARS
I. PERIOD (YRS) SCHEME C- CUMULATIVE 10.00% 11.00% Rs.25,000 with further amounts Rs.3.00.000 with further amou Rs.25,000 with further amounts in multiples of Rs.25,000 Monthly Amount in multiples of Rs.5,000
Half yearly on 30th September in multiples of Rs.5,000
On maturity interest compounded III. and 31st March half yearly basis after deducting Income Tax, wherever applicable Of payment **STATUS** Resident Individual/Non-resident individual/Others 6 **CATEGORY** Director of the Company/Shareholder of the Company/Employee of the Company/Public 7. REPAYMENT OF DEPOSIT SHOULD Either anyone or Survivor/s. 8. Jointly to all of us or Survivor/s. BE MADE TO (in case of deposits in Any two jointly or Survivor/s. joint names) 9. APPLICANTS NAMES (IN BLOCK LETTERS BEGINNING WITH FIRST NAME: SURNAME LAST) Mr. / Mrs. / Miss. Mr. / Mrs. / Miss..... NAME OF THE GUARDIAN (in case of minor) Mr./Mrs./Miss ..... 10. ADDRESS OF FIRST NAMED DEPOSITOR: Telephone No. ..... F.D.R./L.F.No. Due Date I/We hereby declare that I/We hold the Fixed Deposits/Loans with this Company as ...... (State the other Deposits. If any, you hold with the same name as first depositor). 13. INCOME TAX ☐ Not Applicable [Form 15H enclosed] Applicable PAN No...... 14. DECLARATION: 1. I/We hereby declare that the above amount is not being deposited out of the funds acquired by me/us by borrowing of accepting deposits from any other person. I/We declare that the first named depositor mentioned in this application is the beneficial owner of the deposit. I/We declare that in absence of PAN No., my/our Income Tax liability in the current financial year is nil. Signature of Depositors: (2) ..... (3) ..... FOR OFFICE USE ONLY **SPECIMEN SIGNATURES** (1) L.F. No. ..... F.D.R. /L.F.No. (2)(3) Date of Maturity Nomination: (Only if applied Singly) Receiver's Signature I hereby nominate the following person to receive the amount and Date..... payable to me on my death. (Relationship with Nominee) ..... Nominee's Name..... Age..... Guardian's Name...... (in case Nominee is minor) (Other than applicant) Address of the Nominee/Guardian..... Signature of Depositor \_\_\_\_\_\_ **Acknowledgment Slip** (To be filled in by the Applicant) Date..... Received from Mr./Mrs./Miss...... (Name of first Depositor) Cheque/Draft an application for Fixed Deposit/Loan along with..... No. ..... F.D.R./L.F. for Rs. ..... year@ .....% for GODAVARI BIOREFINERIES LIMITED Please collect F.D.R./L.F. from the Office on ..... (Authorised Signatory)

# TERMS AND CONDITIONS GOVERNING FIXED DEPOSITS FROM PUBLIC, SHAREHOLDERS AND EMPLOYEES

- Application should be made in the prescribed form duly completed in all respect and must be accomplied either by A/c. Payee Cheque/Bank draft and should be payable at Mumbai /Sameerwadi /Sakarwadi drawn in favour of the Company i.e. GODAVARI BIOREFINERIES LIMITED.
- Minimum amount of Deposit acceptable will be as per Public Deposit Scheme. 2.
- 3. Period and rate of interest per annum will be as per Public Deposit Scheme.
- Interest will be calculated from the date of realisation of Cheque / draft. 4.
- Interest will be paid as per the Public Deposit Scheme. 5.
- 6. Interest will cease on the date of maturity.
- Income-Tax will be deducted at source from interest, as per Income-tax Rules in force on the date of payment of interest
- 8. The deposits will be repaid only on maturity and not on demand or notice except at the sole discretion of the Company. The Company may decide to repay the Deposit, at the request of the Depositor before the maturity date, but after the expiry of 6 months from the date of deposit, subject to such terms including reduction in the rate of interest as per the Companies Act, 2013 and rules thereunder.
- The Fixed deposit receipt duly discharged including discharge by Joint depositor(s) on a revenue stamp should be sent to the Company 21 days before the date of maturity, to enable the Company to renew/refund the Deposit as the case may be on due date. In case of renewal, a fresh application form duly filled in should accompany the said discharged receipt. No communication shall be sent by the Company to the depositor regarding maturity. No claim will be entertained by the Company if the Deposit Receipt, duly discharged, is not so presented at the time of refund/renewal. No interest will be paid after the maturity date under any circumstances.
- 10. Signature by thumb impression of depositor(s) should be attested by a Magistrate/Notary Public/Manager of the Bank in which the concerned depositor(s) has/have an account.
- 11. In the case of deposits in joint names, all correspondence will be addressed to the person whose name appears first on the deposit receipt. All cheques for the payment of interest will also be drawn in favour of the first named depositor irrespective of the option for repayment exercised by the depositors. Any discharge given by such person for payment of interest shall be valid and binding on all the joint depositors.
- 12. In the event of the death of the first joint depositor, all payments on account of principal and/or interest will be made to the person first in order of the survivor(s) on production of the death certificate.
- 13. In the event of death of sole depositor, the fixed deposit amount together with interest thereon, will be paid to the nominee, if any stated in the application on the proof of identity or to the legal representative(s) of the deceased on production of proper legal representation such as probate of the will, succession Certificate or Letter of Administration granted by a Court of Competent Jurisdiction.
- 14. In the event of loss of deposit receipt, the Company may issue a duplicate receipt on such terms and conditions as it may deem proper. All expenses in this connection will be borne by the depositor.
- 15. The fixed deposits are not transferable and the Company will not accept or recognise any lien or assignment for the deposit and/or interest thereon.
- 16. The acceptance of deposit will be at discretion of the Company and the Company reserves the right to reject an application for fresh deposit or for renewal without assigning any reason.
- 17. Deposits will be subject to the Companies (Acceptance of Deposits) Rules, 2014, as amended upto date and any other Act/Rules prescribed by the Government from time to time and subject to Mumbai Jurisdiction.
- 18. Payment of interest and repayment of principal amounts will be made by 'Account Payee' cheque. The Cheque will be sent to the registered address of the depositor. Where the due date for payment falls on a Sunday/ Bank Holiday, the payment will be made on the next working day.
- 19. Fixed deposits will be accepted from resident individuals, registered societies, registered trusts and minors through their guardians.
- Fixed deposits will not be accepted from unregistered trusts and partnership firms, Private Ltd. Companies/ Public 20. Ltd Companies.

- 21. The Company will not be responsible for any loss or delay in transit of the Cheque of interest or repayment.
- 22. The Company reserves the right to alter or amend without notice any of the conditions mentioned herein above.
- 23. These terms and conditions form part of the prescribed application form.

Note: All future communication in connection with this application should be addressed to:

The Fixed Deposits Section

Sakarwadi Stn., Kanhegaon,

Contact person: Mr. Dinesh Gupta

**GODAVARI BIOREFINERIES LTD.,** 

The Fixed Deposits Section Contact person: Ms. Nishi Vijayvargiya **GODAVARI BIOREFINERIES LTD.,** Somaiya Bhavan, 45/47, Mahatma Gandhi Road,

Fort, Mumbai - 400 001.

Maharashtra State - 413 708. Tel No.: 02423-279396/279397/379308 Tel No.: 022-61702100

The Fixed Deposits Section Contact person: Mr. N V Padhiyar **GODAVARI BIOREFINERIES LTD.,** Sameerwadi, Taluka Mudhol, Dist. Bagalkot, Karnataka, State - 587 316.

Tel No.: 08350-260081/46/47

quoting the Name, Address, F.D.R./L.F. No. and Date of Maturity

Taluka Kopargaon, Dist. Ahmednagar,

#### **FORM DPT-1**

# CIRCULAR OR CIRCULAR IN THE FORM OF ADVERTISEMENT INVITING DEPOSITS

[Pursuant to section 73 (2)(a) and section 76 and rule 4(1) and 4(2) of the Companies (Acceptance of Deposits) Rules, 2014 ]

# 1. GENERAL INFORMATION

a) Name, address, website and other contact details of the company:	Godavari Biorefineries Limited CIN: U67120MH1956PLC009707 Somaiya Bhavan, 45/47, M. G. Road, Fort, Mumbai-400001 Website: www.somaiya.com Tel No.: +91-22-61702100 Fax: 022-22047297
b) Date of Incorporation of the company:	12 <sup>th</sup> January, 1956

# c) Business carried on by the Company and its subsidiaries with the details of branches or units, if any:

<u>Business carried on by the Company:</u> The Company is engaged in the business of manufacturing sugar and associated products derived from sugarcane and other agro feedstock; manufacture of chemicals and related products; the generation and sale of power and fuels from the byproducts and remainnants of sugarcane and other agro feedstock and products; wholesale trading and other commercial activities and any and all other activities which are related to, incidental to or conducive, whether directly or indirectly, to the attainment of the foregoing objects as undertaken by the Company

#### Business carried on by the subsidiaries:

- 1. Solar Magic Pvt. Ltd.: The Company is engaged in manufacturing of farm products, turmeric and in providing the services to the farmers by way of sale and supply of fertilizers, irrigation facilities and other agriculture inputs.
- farmers by way of sale and supply of fertilizers, irrigation facilities and other agriculture inputs.

  2. Cayuga Investments B.V.: The Company is engaged in investment activities and has two subsidiaries viz. Godavari Biorefineries B.V. and Godavari Biorefineries Inc.

#### Business carried on by the Step Down subsidiaries:

- Godavari Biorefineries B.V., Amsterdam: To act as intermediaries, consultants to provide support services, penetrate USA markets.
- 2. Godavari Biorefineries Inc., USA: To act as intermediaries, consultants to provide support services, penetrate USA markets.

# Details of Branches:

Sr. No.	Branch Location	Branch Address
1	New Delhi	C-103, Himalaya House, 10 <sup>th</sup> Floor, Kasturba Gandhi Marg, New Delhi-110001
2	Bangalore	Unity Buildings, Tower Block, 4 <sup>th</sup> Floor, J.C. Road, Bangalore- 560002

# Details of Units:

Sr.	Unit Location	Address
No.		
1	Sugar Mill, Distillery & Co-	Sameerwadi (via Mahalingpur),
	generation Plant	Dist. Bagalkot, Karnataka-587316
2	Distillery & Chemical Plant	Sakarwadi (Stn. Kanhegaon),
		Dist. Ahmednagar, Maharashtra-413708

# $\ \, \text{d) Brief particulars of the management of the company;}$

The Company is managed by professional team of management guided by Board of Directors.

# e) Names, addresses, DIN and occupations of the directors;

Sr. No.	Name	Address	DIN	Occupation
1.	Shri Samir Shantilal Somaiya	'Padmanabh', 10, M. L. Dahanukar Marg, Mumbai - 400 026.	00295458	Industrialist
2.	Shri Vinay V. Joshi	C-712, Dev Deveshwar C.H.S., Teli Gali Cross Road, Andheri (East), Mumbai – 400 069.	00300227	Service
3.	Dr. Badrinarayan Ramulal Barwale	72-B, 'Urvashi', Petit Estate, Nepean Sea Road, Mumbai - 400 006.	00001479	Business
4.	Shri Kailash Pershad	D31, 5th Floor, New Chandra CHS, Opp. Reliance Fresh, Off Veeradesai Road, Andheri (West), Mumbai - 400 053	00503603	Consultant
5.	Dr. Kondapuram Vijaya Raghavan	INAE, Distinguished Professor, Reaction Engineering Laboratory, Indian Institute of Chemical Technology, Uppal Road, Hyderabad- 500007	00144054	Consultant
6.	Shri Shrinivas N. Bableshwar	SOB 4/4, G S M QTRS Sameerwadi, Taluka: Mudhol, Dist.: Bagalkot, Karnataka -587316	05101183	Service
7.	Shri Jayendra Shah	52, Apurva Bldg., 5th Floor, Nepeansea Road, Mumbai- 400036	00084759	Consultant
8.	Dr. Paul Zorner	1720, Hygeia Avenue, Encinitas, California- 92024, United States of America.	01888805	Consultant
9.	Mr. Werner Wutscher	Wolkersbergenstrasse 172/1, 1130, Vienna, 1130, Austria	06456562	Consultant
10.	Shri S Mohan	Sakarwadi (Stn. Kanhegaon), Dist. Ahmednagar, Maharashtra- 413708	03184356	Service
11.	Shri Uday Ramakant Garg	62, Jupiter apartments, Altamount road, Mumbai – 400026	03285941	Business
12.	Dr. Preeti Singh Rawat	A/901, Sainath Heights, Neelam Nagar Phase II, Mulund (East), Mumbai-400081	07154417	Service

# f) Management's perception of risk factors;

The primary business of the Company is manufacturing of sugar, power/co-generation, specialty chemicals and ethanol. Therefore, its business is subject to the general risks encountered in the sugar, power/co-generation and chemicals and ethanol industries. A number of factors, many of which are common to the sugar, power/co-generation and chemicals and ethanol industries are beyond the control of the Company, and such factors could affect the business of the Company.

# g) Details of default, including the amount involved, duration of default and present status, in repayment of -

- i. statutory dues: No default in payment of statutory dues
- ii. debentures and interest thereon: No default in payment of statutory dues
- ii. loan from any bank or financial institution and interest thereon: No default in repayment of loans and interest thereon except the following Loan availed from CSIR as per details given herein below:

The Company had signed the Agreement with Council of Scientific and Industrial Research (CSIR) on 14<sup>th</sup> March 2007. In terms of the said Agreement the Company is appointed as Industrial Partner for setting up the Pilot Plant for production of Lactic Acid and Lactic Acid based Polymer' with financial assistance in the form of Loan from CSIR to the extent of Rs. 485 lacs for meeting the capital expenditure in setting up the pilot plant.

The Company had requested CSIR to close the project in 2011 but the Company was asked to continue and at the end 2012. CSIR decided to close the project without achieving the target. This project was not successful, and NCL/CSIR could not demonstrate the technology to make polymer grade lactic acid. This is also accepted by NCL and a third party engineering firm appointed by CSIR. However, CSIR is continuing to demand our repayment of loan. We received a legal notice dated 11<sup>th</sup> August 2014 on 15<sup>th</sup> August, 2014 demanding the payment of Rs. 10 crores otherwise to refer for arbitration. As per our agreement, this dispute will be settled by Arbitration, which is pending.

# 2. PARTICULARS OF THE DEPOSIT SCHEME

a)	Date of passing of board resolution:	24 <sup>th</sup>	May, 2016			
b)	Date of passing of resolution in the general meeting authorizing the invitation of such deposits:	30 <sup>th</sup> September, 2015				
c)	Type of deposits, i.e., whether secured or unsecured:	Unsecured				
d)	Amount which the Company can raise by way of deposits as per the Act and the rules made thereunder, and the aggregate of deposits actually held on the last day of the immediately preceding financial year and on the date of issue of the Circular or advertisement and amount of deposit proposed to be raised and amount of deposit repayable within the next twelve months:	Maximum amount of deposits which the Company can raise on the basis of the Balance Sheet as at 31st March, 2016: From Shareholders: 10% of paid up capital & free reserves as at 31.03.2016: Rs. 1378.49 lacs From public: 25% of paid up capital and free reserves as a 31.03.2016: Rs. 3446.24 lacs Outstanding deposits as on 31.03.2016: Rs. 97.00 lacs Outstanding deposits as on date of issue of advertisement Rs. 181.85 lacs approx. (25th June, 2016) Deposits proposed to be raised within the next twelve months: Rs. 45 crores (upto 31.03.2017) Deposits repayable within next 12 months (from 01.04.2016 to 31.03.2017): Rs. 47.90 Lacs			rch, 2016: free reserves eserves as at .00 lacs dvertisement: next twelve	
e)	Terms of raising of deposits: Duration, Rate of interest, mode of payment and repayment	Sr. No	PARTICULARS	SCHEME A- HALF	SCHEME B -MONTHLY	SCHEME C- CUMULATIVE
		I.	PERIOD (YRS)  1. 2. 3.  Minimum Amount	YEARLY Rate of Interest 10.00% 10.50% 11.00% Rs.25,000 with further amounts in multiples of	Rate of Interest 10.00% 10.50% 11.00% Rs.3,00,000 with further amounts in multiples of Rs.25,000	Rate of Interest 10.00% 10.50% 11.00% Rs.25,000 with further amounts in multiples of Rs.5,000
		III.	Frequency	Rs.5,000	Monthly	On maturity
			Of payment	on 30 <sup>th</sup> September and 31 <sup>st</sup> March	,	interest compounded half yearly basis after deducting Income Tax, wherever applicable.
		Mode of payment and repayment: The mode interest and repayment of deposits will eith /warrants or through electronic transfer (ECS or as desired by deposit holder.			er by cheque	
f)	Proposed time schedule mentioning the date of opening of the Scheme and the time period for which the circular or advertisement is valid:	Proposed date of opening of the Scheme: 25 <sup>th</sup> June, 2016 Advertisement valid for a period upto six months from 31.03.2017 or upto the date of AGM of FY 2016-17, whichever is earlier.				months from
g)	Reasons or objects of raising the deposits:	To augment Working Capital and to meet the investment requirements of the farmers, who supply cane to the Company. It is also for the reason to provide an investment platform to employees of the Company, as they can have an in-house product with higher return than Bank FDs.				
h)	Credit rating obtained; Name of the Credit Rating Agencies, Rating obtained, Meaning of the rating obtained, Date on which rating was obtained.	Agency: Credit Analysis and Research Limited Rating: CARE BBB [Triple BBB] Date of rating: 31 <sup>st</sup> March, 2016 Meaning of rating: Instruments with this rating are considered to have moderate degree of safety regarding timely servicing of financial obligations. Such instruments carry moderate credit risk.				
i)	Extent of deposit insurance: Name of the Insurance Company, terms of the insurance coverage, duration of coverage, extent of coverage, procedure for claim in case of default etc.:	Not y	et availed. Since			
j)	Short particulars of the charge created or to be created for securing such deposits, if any:	Not A	pplicable as Dep	osits will be	unsecured.	
k)	Any financial or other material interest of the directors, promoters or key managerial personnel in such deposits and the effect of such interest in so far as it is different from the interests of other persons:	Director can invest in Deposits of the Company on the terms similar to ones otherwise are applicable to other Depositors of the Company.				

# **DETAILS OF ANY OUTSTANDING DEPOSITS**: (As at 24<sup>th</sup> May, 2016)

- Amount Outstanding: Rs.182.85 lacs Date of acceptance: 15.06.2015 a)
- b)
- Total amount accepted: Rs.182.25 lacs c)
- Rate of interest: In the range of 10% to 11% d)
- Total number of depositors: 66
- Default, if any, in repayment of deposits and payment of interest thereon, if any, including number of depositors, amount and duration of default involved: Nil f)
- g) Any waiver by the depositors, of interest accrued on deposits: No

4.

a) Profits of the Company, before and after making provision for tax, for the three financial years immediately preceding the date of issue of circular or advertisement:

(Rs.in lacs)

Particulars	Financial year 2015-16	Financial year 2014-15	Financial year 2013-14
Profits/(Loss) of the Company before provision for Tax	(1,562.85)	(8,336.95)	(3,217.69)
Profits/(Loss) of the Company after provision for tax	(1,129.43)	(7,796.13)	(3,217.69)

b) Dividends declared by the Company in respect of the said three financial years; interest coverage ratio for last three years (Cash profit after tax plus interest paid or interest paid)

Particulars	Financial year 2015-16	Financial year 2014-15	Financial year 2013-14
Dividend	NIL	NIL	NIL
Interest Coverage Ratio (Cash profit after tax plus interest paid or interest paid)	0.31	(1.97)	(0.24)

c) A summary of the financial position of the Company as in the three audited balance sheets immediately preceding the date of issue of circular or advertisement:

							(Rs. in Lacs)
LIABILITIES	AS ON	AS ON	AS ON	ASSETS	AS ON	AS ON	AS ON
	31.03.2016	31.03.2015	31.03.2014		31.03.2016	31.03.2015	31.03.2014
Share Capital	3,574	3,574	4,260	Fixed Assets	48,502	48,795	48,691
Reserves & Surplus	11,512	12,642	11,743	Investments	356	574	633
Deferred Tax Liability (Net )	301	735	1,659	Other Non- Current Assets	-	9	329
Long-term Borrow ings	22,951	21,502	19,657	Loans and Advances	6,403	8,311	8,174
Other Long Term Liablities & Provisions	202	94	949	Other Current Assets	52,387	54,116	45,705
Short Term Borrowings	53,117	64,577	52,344	Trade Receivables	10,811	9,714	9,070
Trade Payables	16,616	10,059	12,820				
Current Liabilities & Provisions	10,186	8,337	9,170				
TOTAL	118,458	121,519	112,602	TOTAL	118,458	121,519	112,602

d) Audited Cash Flow Statement for the three years immediately preceding the date of issue of circular or advertisement:

(Rs. In lacs)

Particulars	31-03-2016	31/03/2015	31/03/2014
Cash flow from operating activities	19,644.86	(7,689.35)	13,924.46
Cash flow from investing activities	(2,616.71)	(5,061.50)	(1,053.62)
Cash flow from financial activities	(16,396.77)	12,778.65	(12,798.81)
Net increase/(decrease) in cash and cash equivalent	631.38	27.80	72.03

Any change in accounting policies during the last three years and their effect on the profits and the reserves of the Company: No

# A DECLARATION BY THE DIRECTORS THAT-

- the Company has not defaulted in the repayment of deposits accepted either before or after the commencement of the
- Act or payment of interest there on; the Board of Directors have satisfied themselves fully with respect to the affairs and prospects of the Company and that b) they are of the opinion that having regard to the estimated future financial position of the Company, the Company will be able to meet its liabilities as and when they become due and that the Company will not become insolvent within a
- period of one year from the date of issue of the circular or advertisement; the Company has complied with the provisions of the Act and the rules made thereunder;
- the compliance with the Act and the rules does not imply that repayment of deposits is guaranteed by the Central
- the deposits accepted by the Company before the commencement of the Act have been repaid.

  In case of any adverse change in credit rating, depositors will be given a chance to withdraw deposits without any
- the deposits shall be used only for the purposes indicated in the Circular or circular in the form of advertisement; the deposits accepted by the Company (other than the secured deposits, if any, aggregate amount of which to be indicated) are unsecured and rank pari passu with other unsecured liabilities of the Company.

Date: 24 <sup>th</sup> May, 2016 Place: Mumbai		
Signatures of Directors:		
Samir S. Somaiya	Shrinivas N. Bableshwar	Jayendra Shah

Kailash Pershad

Preeti Singh Rawat

S. Mohan

Vinay V. Joshi