



DAMODAR INDUSTRIES LIMITED

Regd. Office : A1/202, Centre Point, 243-A, N. M. Joshi Marg, Lower Parel (E), Mumbai - 400 013.

Corporate Identify Number : L17110MH 1987PLC045575

Tel.: +91-022-6661 0301 / 2 • Fax : 022-6661 0308

E-mail : cs@damodargroup.com • www.damodargroup.com

UNSECURED FIXED DEPOSIT SCHEME

Non-Cumulative Deposits

PERIOD	RATE OF INTEREST
1 YEAR	10.00 % p.a.
2 YEARS	10.50 % p.a.
3 YEARS	11.00 % p.a.

Note : Additional interest of 0.50% per annum shall be given to the following categories :

- (a) Employees Damodar Group (b) Senior citizens above the age of 60 yrs. (Should be sole or 1st applicant)
Minimum amount of Deposit Rs. 5000/- and in multiples of Rs. 1000/- thereafter.

DEPOSITS WILL BE ACCEPTED AT :

Mumbai : A1/202, Centre Point, 243-A, N.M. Joshi Marg, Lower Parel (East), Mumbai - 400 013.

Silvassa : Survey No. 265 / 10 / 1,2,3 Demni Road, Dadara Village, Silvassa - 396 230.

DEPOSIT HIGHLIGHTS

- ❖ Nomination Facility available
- ❖ Pre-mature withdrawal of deposits as per Rules applicable.

COMPANY HIGHLIGHTS

- ❖ The Company has established it self as market leader in manufacturing and marketing of fancy yarns.
- ❖ Dividend Paying Company

HOW TO APPLY

- ❖ Fill in the attached application form fully.
- ❖ The cheque / demand draft should be made payable to “**DAMODAR INDUSTRIES LIMITED**” and crossed A/c. Payees only. The cheque / demand draft should be payable at par.
- ❖ Photocopy of Cheque
- ❖ Application form along with necessary remittance should be send to any office of The Company or to the office Manager / Broker to fixed deposit scheme.

MANAGERS / BROKER TO THE ISSUE

- ❖ R. R. Investors Capital Services P. Ltd., 18/105, 1st Floor, B.S. Marg, Fort, Mumbai - 400 023. Tel.: 2270 0755 / 56
- ❖ India Infoline Ltd. Office : 1A, Bldg. No. 105, Mumbai Samachar Marg, Nr. BSE Opp. Bharat House, Fort, Mumbai - 400 001. Tel.: 022-4914 2121 / 100
- ❖ Upendra Dalal & Associates, 16/17, Rajgir Chambers, Shahid Bhagat Singh Road, Opp. Old Custome House, Mumbai - 400 001. Tel.: 022-6637 6303 / 04 / 05



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ACCEPTANCE OF UNSECURED FIXED DEPOSITS

Particulars as per Companies (Acceptance of Deposits) Rules 2014, as amended upto date are furnished below:

(a) Name of the Company: **DAMODAR INDUSTRIES LIMITED**

(b) Date of incorporation of the company: 11th DECEMBER, 1987

(c) The business carried on by the Company & its Subsidiaries with details of branches or units, if any: The Company is engaged in the business of manufacturing and processing of Cotton yarn and Fancy yarn. The Company has its Head office at Mumbai and factory at Silvassa.

OFFICE: The Company has office at:-

Mumbai : A1/202, Centre Point, 243-A, N.M. Joshi Marg, Lower Parel (East), Mumbai - 400 013

: 5/145-B, Dr. Viegas street, Ground floor, Kalbadevi, Mumbai- 400 002

WORKS : The Company's manufacturing units are situated at:-

Dadra (U.T.) : Survey No. 265/10/1, 2, 3, Demni Road, Dadra Village, Silvassa – 396 230

Daman (U.T.) : Plot No. 165/67/68, Dabhel Ind. Co.-Op. Soc., Dabhel, Nani Daman – 396 210

The Company has no subsidiaries.

(d) Brief particulars of the managements of the company.

The company is managed by the Managing Director and Whole-Time Director's, subject to the supervision, direction and control of the Board of Directors.

(e) Name, Occupation and Addresses of the Directors :

Name of Director	DIN	Designation	Occupation	Address
Shri Arun Kumar Biyani	00016519	Chairman	Business	1702,Sumer Trinity Tower 1, New Prabhadevi Road Mumbai – 400 025
Shri Ajay D. Biyani	00014896	Managing Director	Business	1704,B-2, 17 th Floor, Sumer Trinity, New Prabhadevi Road, Mumbai – 400 025
Shri Anil D. Biyani	00016554	Executive Director	Business	706, Jeevan Vihar, Manav Mandir Road, Mumbai – 400 006
Shri Girdharlal S. Daga	00115572	Director	Practicing Chartered Accountant	31, 7 th Floor, Gita Smruti Bldg., PT, Ramabai Road, Gandevis Mumbai – 400 007
Shri Raghavan Srinivas	07090385	Director	Business	E-203, Vatika Township, Dumbhal, Surat- 395 010
Shri Ashok Kumar Damani	00069143	Director	Business	83, Mistry Park Co-op. Soc., 77, Bhulabhai Desai Road, Breach Candy, Mumbai – 400 026
Smt Farida Bomi Jambusarwalla	07139945	Director	Consultant	495,Homiyar Villa, Daulat Nagar, Vapi Pardi Valsad, Gujarat, Vapi

(f) FINANCIAL POSITION OF THE COMPANY

Year	Profit Before Tax (Rs. in Lakhs)	Profit After Tax (Rs. in Lakhs)	Dividend on Equity Share	Interest Coverage Ratio
2013-14	2290.90	1477.94	24%	1.97
2014-15	1807.34	1189.77	25%	1.93
2015-16	1531.97	1039.41	27%	2.18

(g) Summarised financial position of the company as in the three audited balance sheets preceding the date of statement in lieu of advertisement

(Rs. in Lakhs)

Liabilities	As at 31.03.16	As at 31.03.15	As at 31.03.14	Assets	As at 31.03.16	As at 31.03.15	As at 31.03.14
Share Capital	1112.58	890.07	890.07	Fixed Assets (Net)	6877.41	8124.01	8730.60
Reserve & Surplus	7741.78	7286.43	6386.90	Non Current Investment	0.041	0.041	0.041
Long Term Borrowing	1836.84	2171.55	4441.81	Long Term Loans and Advance	134.64	57.68	52.81
Other Non-Current Liabilities	528.53	662.10	714.31	Current Assets	13104.83	13061.77	14140.17
Current Liabilities	8897.19	10233.35	10490.66	Other Current Assets			0.13
Total	20116.92	21243.5	22923.75	Total	20116.92	21243.50	22923.75

(Rs. in Lakhs)

Brief Particulars of Contingent Liabilities	As at 31.03.16	As at 31.03.15	As at 31.03.14
Counter Guarantees given to Banks	256.75	263.72	203.38
Letter of Credit / Bill Discounting with Banks	3578.85	2519.11	7639.55
DEPB Entitlement Refund Claim by DGFT	81.18	81.18	81.18
Central Sales Tax Dues Under Appeal	74.37	74.37	74.37
Maharashtra Value Added Tax Dues Under Appeal	42.91	42.91	42.91

(h) Amount which the company can raise and the aggregate deposits actually held as on 31st March, 2016.

Category	Limited (Rs. in Lakhs)	Deposit Held as on 31st March 2016	Deposit Held as on date of Circular or Advertisement	Amount of Deposit proposed to be raised (Rs. in Lakhs)	Amount of Deposit repayable within the Next 12 Months
From Public	2213.60			2213.60	
From Share Holders	885.44	7,50,70,000/-	8,76,83,000/-	885.44	2,91,00,000/-

(i) Credit rating obtained:

Name of the Credit Rating Agencies Rating obtained: CREDIT RATING INFORMATION SERVICES OF INDIA LIMITED.

Rating : FA- [FA Minus (Fixed Deposit)]

Meaning of the rating obtained: the degree of safety regarding timely payment of interest and principal is satisfactory. Changes in circumstances can affect such issues more than those in the higher rated categories.

Date on which rating was obtained : 19/08/2016

(j) The Company has no over due deposits as on the date of advertisement other than unclaimed deposits.

DECLARATION BY THE DIRECTORS THAT:-

a. 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;

b. the board of directors have satisfied themselves fully with respect to the affairs and prospects of the company and that 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;

c. the company has complied with the provisions of the Act and the rules made thereunder;

d. the compliance with the Act and the rules does not imply that repayment of deposits is guaranteed by the Central Government;

e. the deposits accepted by the company before the commencement of the Act have been repaid (or will be repaid along with interest as per due dates and until they are repaid, they shall be treated as unsecured and ranking pari passu with other unsecured liabilities);

f. in case of any adverse change in credit rating, depositors will be given a chance to withdraw deposits without any penalty.

g. 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.

h. It is to be distinctly understood that filing of circular or circular in the Form of advertisement with the Registrar should not in any way be deemed or construed that the same has been cleared or approved by the Registrar or Central Government. The Registrar or Central Government does not take any responsibility either for the financial soundness of any deposit scheme for which the deposit is being accepted or invited or for the correctness of the statements made or opinions expressed in the circular or circular in the Form of advertisement. The depositors should exercise due diligence before investing in the deposits schemes.

This Circular is issued on the authority and in the name of the Board of Directors of the Company, the text hereof has been approved by the Board of Directors at its meeting held on 20th August, 2016, and copy thereof, signed by a majority of the Directors of the Company, has been filed with the Registrar of Companies, Maharashtra.

DATED: 20.08.2016

PLACE: MUMBAI

By Order of the Board
For, **DAMODAR INDUSTRIES LIMITED**
Sd/-
ARUN KUMAR BIYANI (Chairman)



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APPLICATION FOR FIXED DEPOSIT

Name of Broker :
& Stamp

APPLICATION NO.:

INWARD NO.:

REALIZATION DATE :

FD NO.:

To,
DAMODAR INDUSTRIES LTD.,
Mumbai - 400 013.

Dear Sirs,

I/We request you to keep the sum stated below in Fixed Deposit with you in accordance with the terms and conditions governing the fixed Deposit scheme which I/We have read and understand and agree to abide by.

1. AMOUNT RS. _____ (RS. _____)

2. PERIOD 1/2/3 YEARS _____

3. CHEQUE / DD NO. _____ DT. _____ DRAWN ON BANK _____

BRANCH _____ ACCOUNT NO. _____ IFCS CODE _____

MICR CODE _____ RENEWAL OF FDR NO. _____ DUE ON _____

4. STATUS : INDIVIDUAL / TRUST / HUF / COMPANY / OTHER

5. CATEGORY : PUBLIC / SR. CITIZEN (ATTACH AGE PROOF)

6. APPLICANTS

1st MR / MRS. _____ AGE _____ PAN _____

2nd MR / MRS. _____ AGE _____ PAN _____

3rd MR / MRS. _____ AGE _____ PAN _____

7. ADDRESS OF SOLE / 1st APPLICANT _____

_____ TELE _____ EMAIL _____

8. NOMINEE : _____ AGE : _____

9. INCASE OF MINOR : DT OF BIRTH _____ GUARDIAN _____

ADDRESS OF GUARDIAN _____

10. IDENTIFICATION OF DEPOSITORS TO COMPANY WITH KNOW YOUR CUSTOMER (KYC) GUIDELINES. PLEASE PROVIDE COPY OF 1 OF THE FOLLOWING DOCUMENT (WHICH CONTAINS PHOTOGRAPH OF 1ST DEPOSITOR)

PASSPORT / PAN CARD / VOTER CARD / DRIVING LICENCE

FOR ADDRESS : TELEPHONE OR ELECTRIC BILL / BANK ACCOUNT STATEMENT / RATION CARD / EMPLOYERS LETTER

11. TAX EXEMPTIONS : TAX TO BE DECLARE YES / NO (FORM 15 G / H ENCLOSED)

12. INTEREST PAYMENT BY NECS ONLY (CANCEL CHEQUE SHOULD BE ATTACHED)

DECLARATION : I/WE HEREBY DECLARE THAT THE AMOUNT BEING DEPOSITED WITH YOU IS NOT OF ANY FUNDS ACQUIRED BY ME/US/BY BORROWING FROM ANY OTHER PERSON. I/WE DECLARE THAT I AM/WE ARE RESIDENT(S) OF INDIA AND AM/ARE DEPOSITING THIS AMOUNT AS NOMINEE(S) OF ANY PERSON RESIDING OUTSIDE INDIA. I/WE DECLARE THAT THE FIRST NAME DEPOSITOR IS THE BENEFICIAL OWNER OF THIS JOINT DEPOSIT AND IS TO BE TREATED AS THE PAYEE FOR THE PURPOSE OF DEDUCTION OF TAX UNDER SECTION 194A OF THE INCOME TAX ACT, 1961. I/WE ALSO DECLARE THAT THE STATUS AS DECLARED ABOVE IS CORRECT. I/WE HAVE READ THE TERMS & CONDITIONS OF DEPOSIT AND AGREE TO ABIDE BY THE SAME.

FIRST / SOLE APPLICANT
(Guardian in case of Minor)

SECOND APPLICANT

THIRD APPLICANT

Acknowledgement Slip (To be filled in by Applicant)

Sr. No.

DAMODAR INDUSTRIES LIMITED

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RECEIVED from Mr. / Mrs. / Miss _____ (Name of First Sole Applicant) an application

Fixed Deposit with cheque / demand draft No. _____ Dated _____ drawn on _____

for Rs. _____ For the period 1 years ☐ 2 years ☐ 3 years ☐

Receipt will be forwarded to within 21 days from the date of realisation of Cheques / Draft.

Signature & Stamp of receiving Officer



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TERMS & CONDITION GOVERNING FIXED DEPOSIT SCHEME

APPLICATION AND AMOUNT OF DEPOSIT:

1. APPLICATION FOR UNSECURED DEPOSITS FROM MEMBERS AND PUBLIC will be accepted in the prescribed form, duly completed, should be lodged at the Fixed deposit Department of the company at the Company's Registered Office at Mumbai or Factory at Silvassa or at the offices of the brokers of the fixed Deposit Schemes.
2. Deposit should be made by an "A/c Payee: cheque /bank draft payable at Mumbai and drawn in favour of DAMODAR INDUSTRIES LIMITED and payable at Mumbai. OUTSTATION CHEQUE WILL NOT ACCEPTED.
3. Payment in cash will not be accepted.
4. Minimum amount of Unsecured deposit accepted in Rs.5000/- and in Multiples of Rs.1000/- thereafter.
5. Unsecured Deposits will be accepted from Resident Individuals (either in single name or in joint names not exceeding three). Deposits from minors will be accepted only through guardians. Deposit will not be accepted from Non- Residents, Foreign Nationals, Unregistered Trust and Partnership Firm. Signature by thumb impression must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate under his official Seal.

PERIOD OF DEPOSIT AND INTEREST

6. Unsecured Deposit shall be for a fixed period of 1, 2 or 3 years. Interest will be due and payable quarterly on 31st March, 30th June, 30th September and 31st December every year and last payment of interest will be on the date of maturity of deposit. Interest will be calculated on the basis of 365 days a year from the date if realization of the cheque/demand draft by the company.
7. Interest will cease on the date of maturity of the deposit.
8. Payment of interest will be made by ECS/"account payee" cheques drawn on the Company's Bankers and payable at par at specified branches in India. Interest warrants will be dispatched by ordinary post and shall not be responsible for any loss and delay in transit. Where the due date falls on a Sunday/ Bank Holiday, the payment will be made on the next working day.
9. Notification to the company regarding change in address etc. must be lodged at least 45 days before the date on which interest payment falls due.
10. Excess interest paid, if any, under any circumstances, will be recovered from the subsequent payment of interest or the principal amount.

INCOME TAX ON INTEREST

11. If the interest paid at any time exceeds the limits prescribed by the Income Tax Act, 1961, Tax at appropriate rate will be deducted at source from Interest. Under the regulation currently in force, no tax will be deducted if the amount of interest paid and/or credited in a year does not exceed Rs.5000/-. In case of a depositor with total income less than the minimum liable to tax during the financial year (i.e. 1st April to 31st March), no tax will be deducted on producing a declaration to the effect in the prescribed Form (in duplicate) duly signed by the depositor at the beginning of each financial year.
12. Tax to be deducted will be determined after clubbing all deposits a person have in his/her capacity as the first named depositor.

FIXED DEPOSIT RECEIPTS:

13. Unsecured Deposits will be accepted in joint name not exceeding THREE. The First depositor will be regarded as the benefit owner of the Deposit and will be treated as the payee for the purpose of deducting tax U/s 194A of the Income Tax Act, 1961.
14. All Correspondence in such deposits will be address to the person whose name appears first on the unsecured deposit receipt. All cheque/warrants for the payment of principal amount will be drawn in favour of the person(s) opted in the application from. Any discharge given by such persons for payment of interest and the principal amount shall be valid and binding on all the joint depositor. No subsequent change in the order of names of depositor/s or replacement of the joint depositors/ will be accepted.
15. In case of instruction on any matters (except re-payment as opted in the application for overleaf), relating to this fixed deposit are to be given, application in that behalf should be signed by all the joint holders and not by any one of them. The Company shall not act upon instruction of any one of them and they shall not be binding to the company.
16. Deposit Receipt will be forwarded by Registered Post at the address of the first applicant given in the Applicant Form. 17. In case deposits made in joint names, all correspondence/payment of interest and refund will be in favour of the first named depositor only.
18. In the event of loss, destruction or mutilation of the Fixed Deposit Receipt, the Company may, at its sole discretion, issue a duplicate receipt, subject to compliance with such terms and conditions, including indemnity from the depositor(s) as the Company may require. All expenses in this connection will be borne by the depositor(s).
19. Deposit receipts are neither negotiable nor transferable. However, the Company may, at its sole discretion permit the addition of one name of the Deposit Receipt under certain circumstances and subject to such terms and conditions as it may deem fit.
20. The Company will take approximately Twenty one days to issue Deposit Receipts.

RENEWAL / REPAYMENT OF DEPOSITS

21. The deposit receipt duly discharged on a revenue stamp should be sent to the Company at its Registered Office at Bombay at least a fortnight before the date of maturity, to enable the Company to renew/refund the deposit on the due date. No renewals will be done after expiry of a period of 3 months from the date of maturity. Deposits may be renewed on the basis of fresh application but solely at the discretion of the Company.
22. NO PART RENEWAL/REFUND will be permitted. No change in the order of depositors will be allowed.
23. Fixed deposits will be repaid only on maturity. However, the Company may, at its sole discretion, permit premature refund. In such cases, the rate of interest payable on such deposits will be reduced by such percentage as prescribed under the Companies (Acceptance of Deposits) Rules, 2014. Excess interest paid, if any, will be recovered from the principal amount at the time of repayment. It is clarified that no interest will be paid on premature withdrawal of deposits before a period of six months.
24. Repayment of fixed deposits will be made by account payee cheques drawn on Company's bankers and payable at par at all its branches in India. Refund cheques will be dispatched by ordinary post. However, cheques of Rs. 10000/- and above will be sent by Registered Post. Where the due date for the payment falls on Sunday / Holiday, the payment will be made on the next working day.
25. In event of death of the first depositor, the repayment of deposit and payment of interest will be made to the person first in order of the heirs and/or legal representatives of the deceased.
26. In the event of death of sole depositor, the fixed deposit amount together with interest due thereon, will be paid to the nominee, if any, stated in the application, on 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 Letters of Administration granted by a Court of Competent Jurisdiction

NOMINATION

27. Nomination facility may be availed only by individuals applying singly Minors may also be nominated. However the applicant should appoint a guardian other than himself. In the event of death of the deposit holder, the Company will deal with the guardian, till the minor attains majority. The nominee must be a Resident Indian Only. An NRI cannot be nominated. If the nominee pre-deceases the deposit holder, he applicant can, on production of death certificate, substitute the name of the nominee and guardian.
28. The company will not recognize any lien on or assignment of Unsecured Fixed Deposit and/or interest thereon.
29. The Company reserves the right, subject to the provision of the companies (Acceptance of Fixed Deposits) Rules, 2014 as amended from time to time.
 - (a) To accept deposited only for such period as it may decided from time to time.
 - (b) To reject any application for a fresh deposit or for renewal without assigning any reason.
 - (c) To repay deposits prematurely before the due date.
30. Deposit will be subject to the Companies (Acceptance of Deposit) Rules, 2014 as amended from time to time and any other regulation prescribed by the Central Government, the Reserve Bank of India, or any other statutory authority.
31. In case Deposit is made under Power of Attorney, the relevant Power of Attorney must be lodged with the company at the time of Application. In case of loss refund/interest cheque, duplicate will be issued only after 4 months on production of an indemnity bond duly signed by all depositors. All expenses in this connection will be borne by the depositor(s).
32. The Company reserves the right to commence/discontinue at any time acceptance of deposits and to alter or amend any of the terms and conditions mentioned hereinabove without assigning any reasons.
33. All complaints/ grievances may be sent to Shareholders Relation Committee
34. Unsecured Fixed Deposits accepted are subjected to Mumbai Jurisdiction.