
Annexure

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]*

The circular or circular in the form of advertisement shall contain the following:

1. GENERAL INFORMATION

- a. Name, address, website and other contact details of the company;
- b. Date of incorporation of the company;
- c. Business carried on by the company and its subsidiaries with the details of branches or units, if any;
- d. Brief particulars of the management of the company;
- e. Names, addresses, DIN and occupations of the directors;
- f. Management's perception of risk factors;
- g. Details of default, including the amount involved, duration of default and present status, in repayment of –
 - i) statutory dues;
 - ii) debentures and interest thereon;
 - iii) loan from any bank or financial institution and interest thereon.

2. PARTICULARS OF THE DEPOSIT SCHEME

- a. Date of passing of board resolution;
- b. Date of passing of resolution in the general meeting authorizing the invitation of such deposits;
- c. Type of deposits, i.e., whether secured or 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 ;

- e. Terms of raising of deposits : Duration, Rate of interest, mode of payment and repayment;
- f. Proposed time schedule mentioning the date of opening of the Scheme and the time period for which the circular or advertisement is valid;
- g. Reasons or objects of raising the deposits;
- h. Credit rating obtained; Name of the Credit Rating Agencies, Rating obtained, Meaning of the rating obtained, Date on which rating was obtained.
- 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.
- j. Short particulars of the charge created or to be created for securing such deposits, if any;
- 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.

3. DETAILS OF ANY OUTSTANDING DEPOSITS

- a. Amount Outstanding;
- b. Date of acceptance;
- c. Total amount accepted;
- d. Rate of interest;
- e. Total number of depositors;

- f. Default, if any, in repayment of deposits and payment of interest thereon, if any, including number of depositors, amount and duration of default involved;
- g. Any waiver by the depositors, of interest accrued on deposits;

4. FINANCIAL POSITION OF THE COMPANY

- 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;
- 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)
- 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;
- d. Audited Cash Flow Statement for the three years immediately preceding the date of issue of circular or advertisement;
- e. Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company.

5. A 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 within ____ days (days to be specified) 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;
- h. 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.

Form DPT-2

Deposit Trust Deed

[Pursuant to rule 7(2) of the Companies (Acceptance of Deposits) Rules, 2014]

The deposit trust deed shall, inter alia, contain the following:-

DESCRIPTION OF DEPOSIT SCHEME -

1. Covenants stating the purpose of raising finance through the deposit scheme ;
2. Details of deposit scheme as regards amount, tenure, interest or coupon rate, periodicity of payment, mode of payment and period of redemption;
3. An undertaking by the company to pay the interest and principal amount of such deposits to the Deposit holders as and when it becomes due, as per the terms of the scheme ;
4. Covenants stating the terms of redemption of the deposits in terms of the scheme to the deposit holders, options available, and debt equity ratio and debt service coverage ratio, if applicable.

DETAILS OF CHARGE CREATED:-

1. Nature of charge created;
2. Rank of charge created viz. first, second, pari passu, residual, etc;

3. Minimum security cover to be provided;
4. Asset(s) on which charge is created;
5. Other particulars of the charge, e.g., time period of charge, rate of interest, name of the charge holder;
6. Provision for subsequent valuation;
7. Undertaking by the company not to create further charge or encumbrance over the trust property without the approval of the trustee;
8. A statement that the company may hold and enjoy all the mortgaged premises and carry on the business of the company until the security becomes enforceable.

DETAILS OF DEPOSIT INSURANCE

1. Name of the insurer;
2. Amount of the insurance cover;
2. Other terms and conditions governing deposit insurance contract.

PARTICULARS OF THE APPOINTMENT OF DEPOSIT TRUSTEE(S):-

1. The conditions for the appointment, resignation and removal of such trustee, which shall ensure that-
 - (a) the appointment of the trustee must be confirmed by the resolution passed by the Board of Directors.
 - (b) any removal of a trustee and subsequent appointment of a substitute trustee by the company must also be approved by the Board of Directors.
 - (c) the casual vacancy, if any, arising in the office of the

trustees, shall be filled by the board.

2. Remuneration, legal cost, travelling and other expenses payable to the trustee(s) for their services; and
3. Powers and duties of the trustee.

REPORTING REQUIREMENTS

A covenant to the effect that:-

1. the company will carry on its business in a proper and efficient manner with due diligence and efficiency;
2. the company will give to the trustee any information to the extent required by law relating to business, mortgage property and affairs of the company which the trustee may require in order to discharge its duties and obligations as trustee under the trust deed;
3. the company will not utilize any portion of the deposit for purposes other than those for which the same are accepted;
4. the company will inform the trustee of any material changes in the existing management set up;
5. the company will not declare any dividend to the shareholders in any year until the company has paid or made satisfactory arrangements for the payment of the principal amounts of matured deposits and interest due on the deposits; and
6. the company shall immediately notify the trustee if it becomes aware of any event of default or any other circumstance which

may prejudice the interests of the deposit holders.

EVENTS OF DEFAULTS:-

1. Events which may invite actions by the deposit trustee shall include the following events:
 - a. If the company commits default in the payment of any interest and principal which ought to be paid in accordance with the terms of the acceptance of deposits;
 - b. If the company without the consent of deposit holders ceases to carry on its business or gives notice of its intention to do so;
 - c. If an order has been made by the Court or a special resolution has been passed by the members of the company for winding up of the company;
 - d. If any breach of the terms of the circular or advertisement inviting deposits or of the covenants of this deed is committed;
 - e. If the company creates or attempts to create any further charge on the mortgaged premises or any part thereof without the prior approval of the trustees or deposit holders;
 - f. If the company fails to comply with provisions of the Act;
 - g. If the Trustees have reasonable grounds to conclude that the security of the deposit holders is in jeopardy.
2. Covenant to the effect that in case of the security becoming enforceable , the trustees shall enter into and take possession

of the property on which charge is created and shall, in consultation with the other charge holders forthwith take steps to determine whether the business of the company may be allowed to be carried on, the steps to be taken for changes in management of the company, if any, actions necessary for protection of the mortgaged property and other steps required for protecting the interests of the depositors.

3. Covenant to the effect that the trustees may lodge a claim under insurance for payment to depositors in terms of deposit insurance.
4. Covenant to the effect that the balance proceeds of any sale of the mortgaged premises shall, after setting off of all costs, charges and expenses incurred for the sale and payment of interest and the principal money due to deposit holders, be paid to the company or its assignee

MISCELLANEOUS

1. The conditions under which the provisions of the trust deed or the terms and conditions of the deposits may be modified;
2. The mode of service of notices and other documents on the borrower company, the trustee and the holders of the deposits;
3. The borrower company to be responsible for paying any stamp duty on the trust deed or the deposits (if applicable);
4. Provisions regarding the meeting of the deposit holders

Form DPT-3

Return of deposits

*[Pursuant to rule 16 of the Companies (Acceptance of Deposits) Rules,
2014]*

1.(a) CIN:

(b) GLN:

2. (a) Name of the company:

(b) Registered office address:

(c) E-mail Id:

3. Whether the company is

Public company

Private company

4. Whether the company is a government company:

YES

NO

5. Objects of the company:

6. (a) Date of issue of advertisement or circular:

(b) Date of last closing of accounts:

(c) Date of expiry of validity of advertisement or circular:

7. Net Worth as per the latest audited balance sheet preceding the date of the return-

(a) (i) Paid up share capital

(ii) Free reserves

(b) (i) Accumulated loss

(ii) Balance of deferred revenue expenditure

(iii) Accumulated unprovided depreciation

(iv) Miscellaneous expense and preliminary expenses

(v) Other intangible assets

(c) Net worth (a-b)

(d) Maximum limit of deposits (i.e, 35% of the above in case of Government Company or 25% in case of others)

8. Particulars of deposits(to be furnished in respect of deposits from shareholders and others separately)

(a) Amount of existing deposits as at 1st April

(b) Amount of deposits accepted or renewed during the year

(a) Secured deposits

(b) Unsecured deposits

(c) Amount of deposits repaid during the year

(d) Balance of deposits outstanding at the end of the year (a+b-c)

9. Details of outstanding deposits:

Particulars	Date of receipt of deposit	Rate of interest	Repayable after

10. (a) Amount of deposits that have matured but not claimed:
 (b) Amount of deposits that have matured and claimed but not paid:

11. Particulars of liquid assets

(a) Amount of deposits maturing before 31st March next year and following next year:

(b) Amount required to be invested in liquid assets:

(c) Details of liquid assets-

	Date of investment/ deposit	Amount	
(a) Amount in current or other deposits account, free from charge or lien, with any scheduled bank			
(b) Unencumbered securities of Central/State Government			
Face value			
Market value			
(c) Unencumbered trust securities			
Face value			
Market value			

12. Particulars of deposit insurance:

(a) Date of entering into deposit insurance contract

(b) Name of the insurer

(c) Premium payable

(d) Premium paid upto:

(e) Maximum ceiling limit for every depositor

13. Particulars of charge

(a) Date of entering into trust deed

(b) Name of the trustee

(c) Short particulars of the property on which charge is created
for securing depositors

(d) Value of the property

Signature

Date:

Place:

Attachment:

1. Auditor's certificate;
2. Deposit insurance contract;
3. Copy of trust deed;
4. Copy of instrument creating charge;
5. List of depositors indicating name, address, amount deposited, repaid during the year and outstanding, interest due, paid and payable as at the close of the Financial Year and separately indicating deposits not yet matured, matured, claimed and paid and matured, claimed but not paid and matured but not claimed for payment. List of deposits matured, cheques issued but not yet cleared to be shown separately.
6. Optional attachment, if any.

Form DPT-4

**Statement regarding deposits existing on the commencement
of the Act**

*[Pursuant to rule 20 of the Companies (Acceptance of Deposits) Rules,
2014]*

1. (a) CIN:
(b) GLN:

2. (a) Name of the company:
(b) Registered office address:
(c) E-mail Id:

3. Whether the company is
Public company
Private company

4. Whether the company is a government company:
YES
NO

5. Total deposits outstanding as on the commencement of this Act:
(a) amount (in Rs)
(b) number of depositors

6. Details of total deposits mentioned at 5 above under following heads (amount in Rs)
(a) deposits due but not paid;
(b) interest due thereon but not paid;
(c) deposits due but not claimed;
(d) interest due thereon but not claimed;

(e) deposits not yet due for repayment;

7. Deposits due for repayment in next three months.

8. Arrangements made for repayment of deposits due for repayment.

Signature

Date:

Place:

Attachment:

1. Auditor's certificate;
2. List of depositors indicating name, address, amount deposited, repaid during the year and outstanding, interest due, paid and payable as at the close of the Financial Year and separately indicating deposits not yet matured, matured, claimed and paid and matured, claimed but not paid and matured but not claimed for payment. List of deposits matured, cheques issued but not yet cleared to be shown separately.
3. Optional attachment.

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