

GEOGLOBAL RESOURCES INC.

Form S-3/A

January 13, 2012

As filed with the Securities and Exchange Commission on January 13, 2012

Registration No. 333-178191

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-3/A **No. 1**
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

GEOGLOBAL RESOURCES INC.
(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

33-0464753
(IRS Employer Identification
No.)

Suite #200, 625 – 4th Avenue SW
Calgary, Alberta T2P 0K2
(403) 777-9250
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Paul Miller
President and CEO
Suite #200, 625 – 4th Avenue SW
Calgary, Alberta T2P 0K2
(403) 777-9250
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copy to:

Andrew J. Foley, Esq.
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas

New York, New York 10019-6064

Telephone: (212) 373-3000

Approximate date of commencement of proposed sale to public:
From time to time after this Registration Statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. "

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. T

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. "

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. "

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. "

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. "

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company.

| | | | |
|-------------------------|-------------------------------------|---------------------------|--------------------------|
| Large accelerated filer | <input type="checkbox"/> | Accelerated filer | <input type="checkbox"/> |
| Non-accelerated filer | <input checked="" type="checkbox"/> | Smaller reporting company | <input type="checkbox"/> |

CALCULATION OF REGISTRATION FEE

| Title of Each Class of Securities to be Registered | Amount to be Registered (1) | Proposed Maximum Offering Price Per Unit (2) | Proposed Maximum Aggregate Offering Price (2) | Amount of Registration Fee |
|--|-----------------------------|--|---|----------------------------|
| Common stock, par value \$0.001 per share | 16,466,639 shares | \$0.27945 | \$4,601,602.20 | \$527.35(3) |

(1) Pursuant to Rule 416 of the Securities Act of 1933, as amended (the "Securities Act"), this registration statement covers such additional securities as may become issuable to prevent dilution from stock splits, stock dividends and similar events.

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) under the Securities Act. The proposed offering price and registration fee are based upon the average of the high and low prices of the Company's common stock on November 23, 2011, as reported on the NYSE Amex.

(3) A registration fee in the amount of \$527.35 was previously paid in connection with the Registration Statement filed on November 25, 2011.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL, OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH STATE.

SUBJECT TO COMPLETION, DATED JANUARY 13, 2012

PROSPECTUS

16,466,639 Shares

GEOGLOBAL RESOURCES INC.

Common stock
(par value \$0.001 per share)

This prospectus covers the sale of an aggregate of 16,466,639 shares of our common stock, \$0.001 par value per share (the "Shares"), by the selling security holder identified in this prospectus (collectively with any holder's transferee, pledgee, donee or successor, the "Selling Stockholder"). The Shares covered by this prospectus were issued in a private placement that closed on November 21, 2011 (the "Private Placement").

The Company will not receive any proceeds from the sale by the Selling Stockholder of the Shares. We are paying the cost of registering the Shares covered by this prospectus as well as various related expenses. The Selling Stockholder is responsible for all selling commissions, transfer taxes and other costs related to the offer and sale of their shares.

Sales of the Shares by the Selling Stockholder may occur at fixed prices, at market prices prevailing at the time of sale, at prices related to prevailing market prices, or at negotiated prices. The Selling Stockholder may sell shares to or through underwriters, broker-dealers or agents, who may receive compensation in the form of discounts, concessions or commissions from the Selling Stockholder, the purchasers of the shares, or both. If required, the number of shares to be sold, the public offering price of those shares, the names of any underwriters, broker-dealers or agents and any applicable commission or discount will be included in a supplement to this prospectus, called a prospectus supplement.

Our common stock is traded on the NYSE Amex Stock Exchange under the symbol GGR. On January 11, 2012, the last reported sale price per share of our common stock was \$0.2298 per share.

Investing in our securities involves a high degree of risk. See "Risk Factors" on page 9 of this prospectus. You should read this prospectus together with additional information described under the headings "Risk Factors" "Where You Can Find More Information" and "Incorporation of Certain Information by Reference" before you make your investment decision.

The information contained or incorporated in this prospectus or in any prospectus supplement is accurate only as of the date of this prospectus, or such prospectus supplement, as applicable, regardless of time of delivery of this

prospectus or any sale of our securities.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS OR ANY PROSPECTUS SUPPLEMENT IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is January 13, 2012

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IMPORTANT NOTICE TO READERS

You should rely only on the information contained in this prospectus and the documents incorporated by reference in this prospectus. We have not authorized anyone to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. The Selling Stockholder is offering to sell, and seeking offers to buy, shares of common stock only in jurisdictions where offers and sales are permitted. You should not assume that the information contained in this prospectus or any document incorporated by reference is accurate as of any date other than the date on the front cover of the applicable document. Neither the delivery of this prospectus nor any distribution of securities pursuant to this prospectus shall, under any circumstances, create any implication that there has been no change in the information set forth or incorporated by reference into this prospectus or in our affairs since the date of this prospectus. Our business, financial condition, results of operations and prospects may have changed since that date.

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ABOUT THE COMPANY

Overview

We are engaged, through our subsidiaries, in the exploration for and development of oil and natural gas reserves. We have not yet achieved our planned principal operations and are considered to be a development stage enterprise. We initiated these activities in 2003. The recoverability of the costs we have incurred to date is uncertain and dependent upon achieving commercial production and sale of hydrocarbons, our ability to obtain sufficient financing to fulfill our obligations under the production sharing or other contracts we are a party to with respect to oil and natural gas exploration and development activities in India, Israel and Colombia and upon future profitable operations.

At present, our activities are being undertaken in four geological basins located offshore and onshore in India, one geological basin located offshore Israel and one geological basin located onshore in Colombia where reserves of oil or natural gas are believed by our management to exist.

Our principal executive offices are located at Suite #200, 625 – 4 Avenue SW, Calgary, Alberta, Canada T2P 0K2 and our telephone number is +1 (403) 777-9250.

Private Placement

On November 21, 2011, GeoGlobal Resources Inc. (the “Company”) closed a private placement transaction with The Israel Land Development Company – Energy Ltd. (“ILDE”) and entered into certain other agreements in connection therewith as more fully described below.

Stock Purchase Agreement

Under the terms of a Stock Purchase Agreement (the “Stock Purchase Agreement”), the Company issued 16,466,639 shares of common stock, par value \$0.001 per share, of the Company to ILDE representing 19.9% of the issued and outstanding shares of common stock prior to the issuance, for total consideration of US\$3.9 million.

The Stock Purchase Agreement contains customary representations, warranties and covenants for transactions of this type. These representations, warranties and covenants were made solely for purposes of the Stock Purchase Agreement and should not be relied upon by any investor in the Company, nor should any investor rely upon any descriptions thereof as characterizations of the actual state of facts or condition of the Company or its subsidiaries or affiliates. Investors in the Company are not third party beneficiaries under the Stock Purchase Agreement.

The Company has agreed to cause one director then serving on the Board of Directors of the Company (the “Company Board”) to resign from the Company Board and the Company has agreed, acting through the Company Board, to appoint one individual selected by ILDE to fill the vacancy. Thereafter, for so long as ILDE and its affiliates hold at least 16% of the issued and outstanding shares of common stock, the Company will take such action as is necessary to nominate one individual selected by ILDE to serve on the Company Board. The Company’s By-laws specify that there may be no less than two and no more than nine directors that constitute the whole Board of Directors and that the numbers of directors that constitute the whole Board of Directors may be changed from time to time as determined by action of the majority of the whole Board of Directors. As of January 11, 2012, there are six directors that constitute the whole Board of Directors.

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The foregoing description of the Stock Purchase Agreement is only a summary, does not purport to be complete and is qualified in its entirety by reference to the Stock Purchase Agreement, which is attached as Exhibit 10.1 to our Current Report on Form 8-K, filed with the Securities and Exchange Commission (the “SEC”) on November 23, 2011, and is incorporated herein by reference.

Securities Purchase and Exchange Agreement

Under the terms of a Securities Purchase and Exchange Agreement (the “Securities Purchase and Exchange Agreement”), subject to the approval of the stockholders of the Company and the other conditions described below, the Company agreed to issue to ILDE 32,740,479 shares of common stock and 16,466,639 warrants to purchase shares of common stock (the “Warrants”) in exchange for the issuance by ILDE of 28,402,262 ordinary shares of ILDE (the “ILDE Ordinary Shares”) to the Company (the “Share Exchange” and the closing of the Share Exchange is referred to herein as the “Share Exchange Closing”). The value of each ILDE Ordinary Share was determined based on the volume weighted average prices for the Ordinary Shares on the Tel Aviv Stock Exchange for the twenty-five (25) trading days ending on November 7, 2011, which the parties agreed was NIS0.9704 at a USD/NIS conversion rate of 0.2732179 USD/NIS. Therefore, the 28,402,262 ILDE Ordinary Shares are valued at US\$7,530,310. After the share exchange, the Company will own 3.2% of ILDE. In addition, the Company agreed to grant ILDE the right, exercisable in whole or in part from time to time following receipt of the Stockholder Approval (as defined below) and through July 31, 2012, to subscribe for and purchase from the Company up to 16,466,639 units (“Units”), with each Unit consisting of (i) one share of common stock and (ii) one Warrant. The purchase price per Unit is US\$0.24 (subject to customary anti-dilution adjustments). The Warrants to be issued at the Share Exchange Closing and the Warrants underlying the Units have an exercise price of US\$0.30 (subject to customary anti-dilution adjustments) and may be exercised for a period of 12 months following the date that is six months after the date of applicable issue. On November 21, 2011, the average trading price of our common stock was US\$0.2947. On January 11, 2012, the average trading price of our common stock was US\$0.2264.

The Securities Purchase and Exchange Agreement contains customary representations, warranties and covenants for transactions of this type. These representations, warranties and covenants were made solely for purposes of the Securities Purchase and Exchange Agreement and should not be relied upon by any investor in the Company, nor should any investor rely upon any descriptions thereof as characterizations of the actual state of facts or condition of the Company or its subsidiaries or affiliates. Investors in the Company are not third party beneficiaries under the Securities Purchase and Exchange Agreement.

From the date of the Securities Purchase and Exchange Agreement until the earlier of (i) May 31, 2012 and (ii) the Share Exchange Closing, the Company is subject to certain “no-shop” restrictions on its abilities to solicit alternative transactions. The no-shop provision is subject to a “fiduciary-out” provision that allows the Company Board under certain circumstances to change its recommendation to the Company’s stockholders regarding the Securities Purchase and Exchange Agreement in favor of an alternative proposal that is determined to be superior to the Securities Purchase and Exchange Agreement (a “Superior Proposal”) based on the parameters described therein.

Consummation of the transactions contemplated by the Securities Purchase and Exchange Agreement (the “SPEA Transactions”) is subject to various closing conditions including: (i) approval by the stockholders of the Company in accordance with applicable law, the organizational documents of the Company and Section 713 of the NYSE Amex Rules (the “Stockholder Approval”); (ii) approval by the Tel Aviv Stock Exchange of the registration of the ILDE Ordinary Shares to be issued to the Company in the Share Exchange; (iii) the absence of any law or order then in effect that would have the effect of making the SPEA Transactions illegal or otherwise restricting, preventing or prohibiting the SPEA Transactions; and (iv) the absence of any pending or threatened legal action wherein an unfavorable order would reasonably

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be expected to (A) prevent consummation of the SPEA Transactions or any part thereof, (B) cause the SPEA Transactions or any part thereof to be rescinded following consummation thereof or (C) cause or require the payment by the Company of any damages, fines or other penalties or awards that would, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect (as defined in the Securities Purchase and Exchange Agreement). In addition, each party's obligation to consummate the SPEA Transactions is subject to certain other conditions including: (i) the accuracy of the other party's representations and warranties in the Securities Purchase and Exchange Agreement in all material respects; (ii) the other party's compliance in all material respects with the obligations required to be performed by it under the Securities Purchase and Exchange Agreement; and (iii) the absence of any material adverse effect with respect to the other party.

The Securities Purchase and Exchange Agreement may be terminated by: (i) mutual written agreement of the parties; (ii) the Company or ILDE if (A) the Stockholder Approval shall have not been received by February 12, 2012 or (B) the SPEA Transactions are permanently restrained, enjoined or otherwise prohibited by a final and nonappealable order; (iii) the Company upon (A) the occurrence of an ILDE Material Adverse Effect (as defined in the Securities Purchase and Exchange Agreement) or (B) a breach or violation of any representation, warranty, covenant or agreement on the part of ILDE set forth in the Securities Purchase and Exchange Agreement which results in the failure of the related closing condition to be satisfied and is not cured in accordance with the Securities Purchase and Exchange Agreement; or (iv) ILDE upon (A) the occurrence of a Company Material Adverse Effect, (B) a breach or violation of any representation, warranty, covenant or agreement on the part of the Company set forth in the Securities Purchase and Exchange Agreement which results in the failure of the related closing condition to be satisfied and is not cured in accordance with the Securities Purchase and Exchange Agreement or (C) the Company Board or any committee thereof withdraws or modifies, or proposes publicly to withdraw or modify, in a manner adverse to ILDE, the approval or recommendation by the Company Board or such committee of the SPEA Transactions.

If the Securities Purchase and Exchange Agreement is terminated pursuant to (x) clause (ii)(A) above, then the Company will be required to pay to ILDE a fee in the amount of US\$2 million or (y) clause (iv)(C) above and, either before such termination or within 12 months after such termination the Company enters into a definitive agreement with respect to, or consummates, a transaction that constitutes a Superior Proposal, then the Company will be required to pay to ILDE a fee in the amount of US\$3 million.

Upon receipt of the Stockholder Approval, the Company will cause one director then serving on the Company Board to resign from the Company Board and the Company, acting through the Company Board, will appoint one individual selected by ILDE to fill such vacancy until the subsequent annual meeting of stockholders of the Company. Thereafter, for so long as ILDE and its affiliates hold at least 18.75% of the issued and outstanding shares of common stock, the Company will take such action as is necessary to nominate two individuals selected by ILDE to serve on the Company Board (which two individuals, for the avoidance of doubt, will be inclusive of any individual that ILDE is entitled to nominate to serve on the Company Board pursuant to the Stock Purchase Agreement). The Company's By-laws specify that there may be no less than two and no more than nine directors that constitute the whole Board of Directors and that the numbers of directors that constitute the whole Board of Directors may be changed from time to time as determined by action of the majority of the whole Board of Directors. As of January 11, 2012, there are six directors that constitute the whole Board of Directors.

The foregoing description of the Securities Purchase and Exchange Agreement is only a summary, does not purport to be complete and is qualified in its entirety by reference to the Securities Purchase and Exchange Agreement, which is attached as Exhibit 10.2 to our Current Report on Form 8-K, filed with the SEC on November 23, 2011, and is incorporated herein by reference.

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Registration Rights Agreement

In connection with the Stock Purchase Agreement and the Securities Purchase and Exchange Agreement, the Company entered into a Registration Rights Agreement (the "Registration Rights Agreement") whereby the Company agreed to use its commercially reasonable efforts to ensure that all of the common stock underlying the securities issued or issuable pursuant to the Stock Purchase Agreement and the Securities Purchase and Exchange Agreement will be covered by an effective registration statement for resale as soon as practicable.

The Company agreed to pay all expenses associated with the registration of the common stock issued to ILDE, including ILDE's reasonable expenses in connection with the registration but excluding discounts, commissions, fees of underwriters, selling brokers, deal managers or similar securities industry professionals related to a sale of the common stock.

The foregoing description of the Registration Rights Agreement is only a summary, does not purport to be complete and is qualified in its entirety by reference to the Registration Rights Agreement, which is attached as Exhibit 10.3 to our Current Report on Form 8-K, filed with the SEC on November 23, 2011, and is incorporated herein by reference.

Supporting Agreements

The Company and ILDE also entered into a voting agreement with Jean Paul Roy, a director and stockholder of the Company, who held 22,419,991 shares of common stock as of November 21, 2011 (the "Voting Agreement"), pursuant to which Jean Paul Roy agreed to vote all of the shares of common stock beneficially owned by him in favor of the Stockholder Approval. In addition, certain other stockholders of the Company, together holding 1,588,210 shares of common stock, have executed proxies in favor of ILDE (the "Proxies"), pursuant to which ILDE is permitted to vote all of such shares of common stock in favor of the Stockholder Approval.

THE OFFERING

This prospectus relates to the resale by the Selling Stockholder identified in this prospectus of up to 16,466,639 shares of common stock. All of the shares, when sold, will be sold by the Selling Stockholder. The Selling Stockholder may sell its shares of common stock from time to time at prevailing market prices. We will not receive any proceeds from the sale of the shares of common stock by the Selling Stockholder.

Common stock offered by the Selling Stockholder Up to 16,466,639 shares of common stock

Common stock outstanding as of January 11, 2012 99,213,572

Dividend Policy We have not paid any cash dividends on our common stock in the past and currently do not expect to pay dividends or make any other distributions on our common stock in the immediate future.

Use of proceeds We will not receive any proceeds from the sale of shares by the Selling Stockholder.

NYSE Amex Symbol "GGR"

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All of the shares of common stock in this offering are being sold by the Selling Stockholder.

As of January 11, 2012, the number of shares of common stock outstanding excludes 7,707,647 shares of common stock issuable upon exercise of outstanding options and warrants.

As of January 11, 2012, the Selling Stockholder beneficially held 16,466,639 shares of common stock, representing approximately 16.6% of our outstanding common stock, and through the Voting Agreement and Proxies, has the right to control the vote of an additional 24,008,201 on certain matters, representing in the aggregate the right to vote approximately 40.8% of our outstanding common stock.

NOTE OF CAUTION REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements included or incorporated by reference in this prospectus or in information we file with the SEC are “forward-looking statements”, as defined in the Private Securities Litigation Reform Act of 1995, that involve risks and uncertainties. These statements are based on the beliefs and assumptions of our management and the management of our subsidiaries. Generally, forward-looking statements include information concerning possible or assumed future actions, events or results of operations of our company. Forward-looking statements include, but are not limited to:

— statements regarding our plans and objectives relating to our future operations,

~~plans~~ and objectives regarding the exploration, development and production activities conducted on the exploration blocks in India, Israel and Colombia where we have interests,

~~plans~~ regarding drilling activities intended to be conducted through the ventures in which we are a participant, the success of those drilling activities and our ability and the ability of the ventures to complete any wells on the exploration blocks, to develop reserves of hydrocarbons in commercially marketable quantities, to establish facilities for the collection, distribution and marketing of hydrocarbons, to produce oil and natural gas in commercial quantities and to realize revenues from the sales of those hydrocarbons,

~~our~~ ability to maintain compliance with the terms and conditions of licenses and our production sharing and other contracts, including the related work commitments, to obtain consents, waivers and extensions under the terms of these licenses and production sharing and other contracts as and when required, and our ability to fund those work commitments,

~~our~~ plans and objectives to join with others or to directly seek to enter into or acquire interests in additional licenses and production sharing or other contracts in India, Israel, Colombia and elsewhere,

— our assumptions, plans and expectations regarding our future capital requirements,

— our plans and intentions to raise additional capital we require and our likelihood of success in that regard,

~~the~~ costs and expenses to be incurred in conducting exploration, well drilling, development and production activities, our estimates as to the anticipated annual costs of those activities and the adequacy of our capital to meet our requirements for our present and anticipated levels of activities are all forward-looking statements.

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If our plans fail to materialize, your investment will be in jeopardy.

~~We cannot assure you that our assumptions or our business plans and objectives will prove to be accurate or be able to be attained.~~

~~We cannot assure you that the exploratory drilling to be conducted on the exploration blocks in which we hold an interest will result in a discovery of reserves of hydrocarbons or that any hydrocarbons discovered will be in commercially recoverable quantities. In addition, the realization of any revenues from commercially recoverable hydrocarbons is dependent upon the ability to deliver, store and market any hydrocarbons discovered.~~

~~Our ability to realize material revenues cannot be assured. Our ability to successfully drill, test and complete significant numbers of producing wells cannot be assured.~~

~~We cannot assure you that we will have available the capital required to meet our plans and objectives at the times and in the amounts required or we will have available to us the amounts we are required to fund under the terms of the licenses or production sharing and other contracts we are a party to. We cannot assure you that we will be successful in raising the additional capital we currently require.~~

~~We cannot assure you that we will be successful in joining any further ventures seeking to be granted licenses or production sharing or other contracts in India, Israel, Colombia or elsewhere or that we will be successful in acquiring interests in existing ventures.~~

~~We cannot assure you that we will obtain all required consents, waivers and extensions from a governmental or regulatory body in India, Israel or Colombia as and when required to maintain compliance with the licenses or production sharing or other contracts we have entered into, that we may not be adversely affected by any delays we may experience in receiving those consents, waivers and extensions, and that we may not incur liabilities under the production sharing or other contracts for our failure to maintain compliance with the requirements of and timely complete the related work programs.~~

~~We cannot assure you that GSPC will not be successful in its efforts to obtain payment from us on account of exploration costs it has expended on the KG Offshore Block for which it asserts we are liable or otherwise seek to hold us in breach of the PSC or commence arbitration proceedings against us and be successful in its assertion that it can terminate our contract with them or the Government of India.~~

~~We cannot assure you of our ability to meet our goals and objectives. The consequences to us from adverse developments in general economic or capital market conditions, events having international consequences, or military or terrorist activities could have a material adverse effect on us.~~

Because the factors discussed in this prospectus and the documents incorporated by reference herein and therein could cause actual results or outcomes to differ materially from those expressed in any forward-looking statements made by us or on our behalf, you should not place undue reliance on any such forward-looking statements. Further, any forward-looking statement speaks only as of the date on which it is made, and we undertake no obligation to update any forward-looking statement or statements to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events. New factors emerge from time to time, and it is not possible for us to predict which will arise. In addition, we cannot assess the impact of each factor on our business or the extent to

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which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

Our inability to meet our goals and objectives or the consequences to us from adverse developments in general economic or capital market conditions, events having international consequences, or military or terrorist activities could have a material adverse effect on us. We caution you that various risk factors accompany those forward-looking statements and are described, among other places, under the caption “Risk Factors” in this prospectus and any prospectus supplement. They are also described in our Annual Reports on Form 10-K, our Quarterly Reports on Form 10-Q and our Current Reports on Form 8-K incorporated herein by reference. These risk factors could cause our operating results, financial condition and ability to fulfill our plans to differ materially from those expressed in any forward-looking statements made in this prospectus and the documents incorporated by reference herein and therein and could adversely affect our financial condition and our ability to pursue our business strategy and plans.

RISK FACTORS

An investment in shares of our common stock involves a high degree of risk. There can be no assurance that the exploratory drilling to be conducted on the exploration blocks in which we hold an interest will result in any discovery of reserves of hydrocarbons or that any hydrocarbons that are discovered will be in commercially recoverable quantities. In addition, the realization of any revenues from commercially recoverable hydrocarbons is dependent upon the ability to deliver, store and market any hydrocarbons that are discovered. There can be no assurance that we will realize material revenues from the sale of oil and gas.

We operate in a highly competitive environment in which there are numerous factors which can influence our business, financial position or results of operations and which can also cause the market value of our common stock to decline. Many of these factors are beyond our control and therefore, are difficult to predict. Prior to making a decision about investing in our securities, you should carefully consider the risk factors contained in the section entitled “Risk Factors” in our most recent Annual Report on Form 10-K, in our most recent Quarterly Report on Form 10-Q and in any applicable prospectus supplement and our other filings with the SEC and incorporated by reference in this prospectus, together with all of the other information contained in this prospectus, or any applicable prospectus supplement. Such sections discuss what we believe to be the principal risks that could affect us, the oil and gas exploration and production industry and our participation in that industry, and which could result in a material adverse impact on our financial condition and operating results or cause the market price of our common stock to fluctuate or decline. However, there may be additional risks and uncertainties not currently known to us or that we presently deem immaterial that could also affect our business operations and the market value of our common stock.

You should also see the “Note of Caution Regarding Forward-Looking Statements” regarding risks and uncertainties relating to us and to forward-looking statements in this prospectus and in any applicable prospectus supplements and our other filings with the SEC.

USE OF PROCEEDS

The proceeds from the resale of the Shares under this prospectus are solely for the account of the Selling Stockholder. We will not receive any proceeds from the sale of shares under this prospectus.

The Company will pay all expenses associated with the registration of the Shares, including the Selling Stockholder’s reasonable expenses in connection with the registration but excluding discounts,

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commissions, fees of underwriters, selling brokers, dealer managers or similar securities industry professionals related to a sale of the Shares.

SELLING STOCKHOLDER

The Company has included in this prospectus 16,466,639 shares of common stock issued upon the closing of the Private Placement. In connection with the Private Placement, we have agreed to file a registration statement with the Securities and Exchange Commission covering the resale of the Private Placement Shares. The following table sets forth certain information regarding the Selling Stockholder and the shares of common stock beneficially owned by it, which is based on information that is available to us as of January 11, 2012. The Selling Stockholder may offer Shares under this prospectus from time to time and may elect to sell none, some or all of the Shares. As a result, we cannot estimate the number of Shares that the Selling Stockholder will beneficially own after termination of sales under this prospectus. In addition, the Selling Stockholder may have sold, transferred or otherwise disposed of all or a portion of its Shares since the date on which it provided information for this table. We have not made independent inquiries about this. Beneficial ownership is determined in accordance with the rules and regulations of the SEC and includes voting or investment power with respect to our common stock.

| Selling Security Holder (1) | Shares of Common Stock Beneficially Owned Before This Offering (2) | | | Shares of Common Stock Beneficially Owned After This Offering (2)(3) | |
|---|--|---------------------|----------------|--|----------------------|
| | Number of Shares | Percentage of Class | Shares Offered | Number of Shares | Percentage of Shares |
| The Israel Land Development Company – Energy Ltd. | 40,474,840 | 40.8% | 16,466,639 | 24,008,201 (4) | 24.2% (4) |

- (1) If required, information about other selling security holders, except for any future transferees, pledgees, donees or successors of selling security holders named in the table above, will be set forth in a prospectus supplement or amendment to the registration statement of which this prospectus is a part. Additionally, post-effective amendments to the registration statement will be filed to disclose any material changes to the plan of distribution from the description contained in the final prospectus.
- (2) Beneficial ownership is determined in accordance with Rule 13d-3 promulgated under the Exchange Act. A person is deemed to be the beneficial owner of any shares of common stock if such person has or shares the right to vote or dispose of such common stock, or has the right to acquire beneficial ownership at any time within sixty (60) days of the date of the table.
- (3) Assumes all shares offered by the Selling Stockholder hereby are sold and that the Selling Stockholder buys or sells no additional shares of common stock prior to the completion of this offering.
- (4) ILDE has entered into the Voting Agreement with Jean Paul Roy, the owner of 22,419,991 shares of common stock (the “Jean Paul Roy Shares”). Pursuant to the Voting Agreement, ILDE has the power to vote the Jean Paul Roy Shares in certain circumstances. ILDE does not have the power to dispose of the Jean Paul Roy Shares. The Voting Agreement terminates following the vote seeking Stockholder Approval of the transactions contemplated by the Securities Purchase and Exchange Agreement. ILDE has also received the Proxies from certain

stockholders (the “Proxy

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Stockholders”), together holding 1,588,210 shares of common stock (the “Proxy Shares”), pursuant to which ILDE is permitted to vote all of the Proxy Shares in favor of the Stockholder Approval. The Proxies do not give ILDE the power to dispose of the Proxy Shares. If the Proxy Stockholders disposed of the Proxy Shares, the number of shares beneficially owned after the offering would be reduced by the number of Proxy Shares disposed.

ILDE engages in exploration of oil and gas and holds (through its fully owned subsidiaries) a 41.57% participating interest in the Company’s two Israeli licenses, known as the (347) Myra and (348) Sara licenses (the "Licenses"), in which the Company holds a 5% participating interest and is the operator.

ILDE is also the owner of certain other participating interests in petroleum exploration licenses in Israel and is negotiating the purchase of further rights in petroleum licenses in Israel and in the Adriatic Sea.

ILDE is a public company with its shares listed on the Tel Aviv Stock Exchange. ILDE’s CEO is Mr. Ohad Marani and Mr. Ofer Nimrodi serves as Chairman of the Board of Directors. The investment control over ILDE's shares in the Company will vest in ILDE's Board of Directors.

ILDE is a subsidiary of The Israel Land Development Co. (“ILDC”) which holds a 5% participating interest in the Licenses. Approximately 65% of the voting power of ILDE’s outstanding equity is held by ILDC, a public company with its shares listed on the Tel Aviv Stock Exchange. Mr. Ofer Nimrodi is the CEO of ILDC and Mr. Shlomo Maoz is its Chairman of the Board of Directors. The controlling shareholder in ILDC (with over 50% of the voting power) is Mr. Jakob Nimrodi, who is Mr. Ofer Nimrodi's father. Mr. Ofer Nimrodi holds approximately 14% of the voting power in ILDC.

The primary agreement pursuant to which the parties received the Licenses was signed on May 19, 2010. Prior thereto, there was no relationship between ILDE and the Company. Prior to the Private Placement, neither ILDC nor ILDE owned any of our common stock.

PLAN OF DISTRIBUTION

The Shares offered by this prospectus may be sold by the Selling Stockholder. Such sales may be made at fixed prices that may be changed, at market prices prevailing at the time of sale, at prices related to such prevailing market prices, or at negotiated prices, and may be made in the over-the-counter market or any exchange on which our common stock may then be listed, or otherwise. In addition, the Selling Stockholder may sell some or all of its Shares through:

~~a~~ block trade in which a broker-dealer may resell a portion of the block, as principal, in order to facilitate the transaction;

- purchases by a broker-dealer, as principal, and resale by the broker-dealer for its account;
- ordinary brokerage transactions and transactions in which a broker solicits purchasers;
- in negotiated transactions;
- in a combination of any of the above methods of sale; or
- any other method permitted under applicable law.

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The Selling Stockholder may also engage in short sales against the box, puts and calls and other hedging transactions in the Shares or derivatives of the Shares and may sell or deliver the Shares in connection with these trades. For example, the Selling Stockholder may:

- enter into transactions involving short sales of our common stock by broker–dealers;
- sell our common stock short themselves and redeliver such shares to close out its short positions;

~~enter~~ into option or other types of transactions that require the Selling Stockholder to deliver shares of common stock to a broker–dealer, who will then resell or transfer the common stock under this prospectus; or

~~loan~~ or pledge shares of common stock to a broker–dealer, who may sell the loaned shares or, in the event of default, sell the pledged shares.

There is no assurance that the Selling Stockholder will sell any or all of the Shares offered by it.

The Selling Stockholder may negotiate and pay broker–dealers commissions, discounts or concessions for their services. Broker–dealers engaged by the Selling Stockholder may allow other broker–dealers to participate in resales. However, the Selling Stockholder and any broker–dealers involved in the sale or resale of our common stock may qualify as “underwriters” within the meaning of the Section 2(a)(11) of the Securities Act. In addition, the broker–dealers’ commissions, discounts or concessions may qualify as underwriters’ compensation under the Securities Act. If the Selling Stockholder qualifies as “underwriters,” they will be subject to the prospectus delivery requirements of the Securities Act.

In addition to selling its Shares under this prospectus, the Selling Stockholder may:

~~transfer~~ its Shares in other ways not involving market makers or established trading markets, including, but not limited to, directly by gift, distribution, privately negotiated transactions in compliance with applicable law or other transfer; or

~~sell~~ its Shares under Rule 144 of the Securities Act rather than under this prospectus, if the transaction meets the requirements of Rule 144.

The Company will pay all expenses associated with the registration of the Shares, including ILDE’s reasonable expenses in connection with the registration but excluding discounts, commissions, fees of underwriters, selling brokers, dealer managers or similar securities industry professionals related to a sale of the Shares. The Selling Stockholder will bear all expenses with respect to the offering of common stock by the Selling Stockholder.

Under the applicable rules and regulations of the Exchange Act, any person engaged in the distribution of the Shares may not simultaneously engage in market making activities with respect to our common stock for a period of two business days prior to the commencement of such distribution. In addition, the Selling Stockholder will be subject to the applicable provisions of the Exchange Act and the associated rules and regulations under the Exchange Act, including Regulation M, which provisions may limit the timing of purchases and sales of shares of our common stock by the Selling Stockholder.

The Selling Stockholder may from time to time pledge or grant a security interest in some or all of the Shares owned by it and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the Shares from time to time under this prospectus after an amendment has been filed under Rule 424(b)(3) or other applicable provision of the Securities Act of 1933 amending

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the list of selling security holders to include the pledgee, transferee or other successors in interest as a Selling Stockholder under this prospectus.

The Selling Stockholder also may transfer the Shares in other circumstances, in which case the respective pledgees, donees, transferees or other successors in interest will be the selling beneficial owners for purposes of this prospectus and may sell the Shares from time to time under this prospectus after an amendment has been filed under Rule 424(b)(3) or other applicable provision of the Securities Act amending the list of selling security holders to include the pledgee, donee transferee or other successors in interest as a Selling Stockholder under this prospectus.

We will make copies of this prospectus available to the Selling Stockholder and have informed it of the need to deliver copies of this prospectus to purchasers at or prior to the time of any sale of the Shares.

We will bear all costs, expenses and fees in connection with the registration of the Shares. The Selling Stockholder will bear all commissions and discounts, if any, attributable to the resale of the Shares. The Selling Stockholder may agree to indemnify any broker-dealer or agent that participates in transactions involving sales of the Shares against certain liabilities, including liabilities arising under the Securities Act.

In connection with sales of the Shares or otherwise, the Selling Stockholder may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the Shares in the course of hedging in positions they assume. The Selling Stockholder may also sell the Shares short and if such short sale shall take place after the date that this Registration Statement is declared effective by the Commission, the Selling Stockholder may deliver Shares covered by this prospectus to close out short positions and to return borrowed shares in connection with such short sales. The Selling Stockholder may also loan or pledge Shares to broker-dealers that in turn may sell such shares, to the extent permitted by applicable law.

The Selling Stockholder may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction). Notwithstanding the foregoing, the Selling Stockholder has been advised that they may not use shares registered on this registration statement to cover short sales of our common stock made prior to the date the registration statement, of which this prospectus forms a part, has been declared effective by the SEC.

The Selling Stockholder has informed the Company that it is not a registered broker-dealer and does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the Shares. Upon the Company being notified in writing by the Selling Stockholder that any material arrangement has been entered into with a broker-dealer for the sale of common stock through a block trade, special offering, exchange distribution or secondary distribution or a purchase by a broker or dealer, a supplement to this prospectus will be filed, if required, pursuant to Rule 424(b) under the Securities Act, disclosing (i) the name of the Selling Stockholder and of the participating broker-dealer(s), (ii) the number of shares involved, (iii) the price at which such the Shares were sold, (iv) the commissions paid or discounts or concessions allowed to such broker-dealer(s), where applicable, (v) that such broker-dealer(s) did not conduct any investigation to verify the information set out or incorporated by reference in this prospectus, and (vi) other facts material to the transaction. In no event shall any broker-dealer receive fees, commissions and markups, which, in the aggregate, would exceed eight percent (8.0%).

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There can be no assurance that the Selling Stockholder will sell any or all of the Shares registered pursuant to the shelf registration statement, of which this prospectus forms a part.

LEGAL MATTERS

The validity of the issuance of the securities offered by this prospectus will be passed upon for us by Paul, Weiss, Rifkind, Wharton & Garrison LLP, New York, New York.

EXPERTS

The consolidated financial statements of GeoGlobal Resources Inc. for the cumulative period from inception on August 21, 2002 to December 31, 2006 have been incorporated by reference herein and in the registration statement in reliance upon the reports of Ernst & Young LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

The consolidated financial statements of GeoGlobal Resources Inc. as of December 31, 2010 and 2009, and for each of the years in the three-year period ended December 31, 2010, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2010 have been incorporated by reference herein and in the registration statement in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

The audit report covering the December 31, 2010, consolidated financial statements contains an explanatory paragraph that states that the Company has suffered recurring losses from operations and has a deficit accumulated during the development stage that raise substantial doubt about the Company's ability to continue as a going concern. The consolidated financial statements do not include any adjustments that might result from the outcome of that uncertainty.

WHERE YOU CAN FIND MORE INFORMATION

We must comply with the informational requirements of the Securities Exchange Act of 1934, as amended, and we are required to file reports and proxy statements and other information with the SEC. You may read and copy these reports, proxy statements and other information at the Public Reference Room maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. You may also obtain copies at the prescribed rates from the Public Reference Section of the SEC at its principal office in Washington, D.C. You may call the SEC at 1-800-SEC-0330 for further information about the public reference room. The SEC also maintains a website that contains reports, proxy and information statements and other information regarding issuers like us that file electronically with the SEC. You may access the SEC's web site at <http://www.sec.gov>. We maintain a website at www.geoglobal.com. The information contained in, or that can be accessed through, our website is not incorporated by reference herein and is not part of this prospectus.

Statements contained in this prospectus as to the contents of any contract or other document are not necessarily complete, and in each instance we refer you to the copy of the contract or document filed with the SEC as an exhibit and incorporated by reference herein, each such statement being qualified in all respects by such reference.

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INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC allows us to “incorporate by reference” the information in documents we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. These documents provide a significant amount of information about us. We incorporate by reference the documents listed below and any future filings we will make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (other than information in such documents that is deemed, in accordance with SEC rules, to have been furnished and not filed), including any filings made after the date of the initial registration statement and prior to effectiveness of the registration statement, prior to the termination of this offering.

~~our~~ Annual Report on Form 10-K for the fiscal year ended December 31, 2010 (filed on March 31, 2011) as amended by Form 10-K/A (filed on April 5, 2011);

— our Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2011 (filed on May 16, 2011);

—our Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2011 (filed on August 15, 2011);

~~our~~ Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2011 (filed on November 14, 2011);

— Our Current Reports on Form 8-K reporting events of (filing date in parentheses):

January 27, (January 28,
2011 2011)

February 14,(February
2011 16, 2011)

March 2, (March 2,
2011 2011)

March 9, (March 10,
2011 2011)

March 8, (March 14,
2011 2011)

March 29, (April 4,
2011 2011)

April 4, (April 6,
2011 2011)

April 20, (April 27,
2011 2011)

May 4, 2011(May 5,
2011)

May 17, (May 17,
2011 2011)

June 6, 2011(June 8,
2011)

June 9, 2011(June 14,
2011)

June 30, (July 1,
2011 2011)

July 1, 2011 (July 6,
2011)
July 26, (July 26,
2011 2011)
August 9, (August 9,
2011 2011)
August 15, (August 16,
2011 2011)
September (September
7, 2011 12, 2011)
November (November
9, 2011 15, 2011)
November (November
19, 2011 23, 2011)
December 8,(December
2011 8, 2011)

~~the~~ description of our Common stock contained in our registration statement on Form 8-A (File No.001-32158) filed on April 27, 2004.

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All documents that we file after the date of this prospectus pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, including any filings made after the date of the initial registration statement and prior to effectiveness of the registration statement, prior to the termination of this offering, are incorporated by reference into this prospectus and will automatically update information in this prospectus; provided, however, that notwithstanding the forgoing, unless specifically stated to the contrary, none of the information that we disclose under Items 2.02 or 7.01 of any Current Report on Form 8-K that we may from time to time furnish to the SEC will be incorporated by reference into, or otherwise included in, this prospectus. The information contained in any such filing will be deemed to be a part of this prospectus, commencing on the date on which the document is filed.

We will provide to each person to whom this prospectus is delivered a copy of any or all of the reports or documents that have been incorporated by reference in this prospectus but not delivered with the prospectus. You may request a copy of these filings or a copy of any or all of the documents referred to above which have been incorporated in this prospectus by reference, at no cost, by writing the following individual at the Company or calling the following individual of the Company at the following address and telephone number:

GeoGlobal Resources Inc.
Suite #200, 625 – 4 Avenue S.W.
Calgary, Alberta T2P 0K2
Attention: Investor Relations
+1 (403) 777-9250

Information contained on our website is not part of this prospectus. You should rely only on the information contained or incorporated by reference in this prospectus. We have not authorized anyone to provide you with information different from that contained in this prospectus. The information contained in this prospectus is accurate only as of the date of this prospectus and, with respect to material incorporated herein by reference, the dates of such referenced material.

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PART II
INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

The following table sets forth all expenses payable by the registrant in connection with the issuance and distribution of the securities being registered. The Selling Stockholder will not bear any portion of such expenses. All the amounts shown are estimates except for the registration fee.

| | |
|-------------------------------|-------------|
| SEC Registration Fee | \$527.35 |
| Legal fees and expenses | 75,000.00 |
| Accounting fees and expenses | 10,000.00 |
| Printing and related expenses | 1,000.00 |
| Total | \$86,527.35 |

Item 15. Indemnification of Officers and Directors

Section 145 of the Delaware General Corporation Law permits a Delaware corporation to indemnify, on certain terms and conditions, any person who was or is a party or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action. The Certificate of Incorporation and By-laws of the Company require the Company to indemnify the Company's directors and officers to the fullest extent permitted under Delaware law and permit the Company to indemnify its other officers. A summary of the circumstances in which such indemnification is provided for is contained herein, but that description is qualified in its entirety by reference to Article 5.1 of the Company's By-laws, incorporated by reference in this registration statement.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, the Company has been advised that such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

Under the Company's By-laws, the Company must generally advance all expenses incurred by its directors and executive officers who are party or threatened to be made party to any action by reason of the fact that each such director or executive officer is or was a director or executive officer of the Company. Each advancement shall only be made if such director or executive officer undertakes to repay any such advancement if it is ultimately determined that such person is not entitled to be indemnified under the Company's By-laws or otherwise. The Company's By-laws further provide that the Company may purchase indemnification insurance on a person required or permitted to be indemnified under the By-laws.

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These indemnification provisions may be sufficiently broad to permit indemnification of the Company's officers and directors for liabilities (including reimbursement of expenses incurred) arising under the Securities Act.

From time to time, the Company may enter into individual contracts with any or all of its directors or officers regarding indemnification and advances, to the fullest extent permitted under Delaware law. The registrant believes that these agreements and arrangements are necessary to attract and retain qualified persons as directors and officers.

Item 16. Exhibits and Financial Statement Schedules

The list of exhibits in the Exhibit Index to this prospectus is incorporated herein by reference.

Item 17. Undertakings

Item 512(a) of Regulation S–K. The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post–effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post–effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, That:

Paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if the information required to be included in a post–effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post–effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

Item 512(b) of Regulation S-K. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Item 512(h) of Regulation S-K. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Calgary, Province of Alberta, Canada, on January 13, 2012.

GEOGLOBAL RESOURCES INC.

By: /s/ Paul Miller
Name: Paul Miller
Title: President and Chief
Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned officers and directors of GeoGlobal Resources Inc. do hereby constitute and appoint Paul Miller the lawful attorney and agent or attorneys and agents with power and authority to do any and all acts and things and to execute any and all instruments which said attorneys and agents, or either of them, determine may be necessary or advisable or required to enable GeoGlobal Resources Inc. to comply with the Securities Exchange Act of 1934, as amended, and any rules or regulations or requirements of the Securities and Exchange Commission in connection with this Registration Statement on Form S-3. Without limiting the generality of the foregoing power and authority, the powers granted include the power and authority to sign the names of the undersigned officers and directors in the capacities indicated below to this registration statement or amendments or supplements thereto (including registration statements filed pursuant to Rule 462(b)), and each of the undersigned hereby ratifies and confirms all that said attorneys and agents, or either of them, shall do or cause to be done by virtue hereof. This Power of Attorney may be signed in several counterparts.

IN WITNESS WHEREOF, each of the undersigned has executed this Power of Attorney as of the date indicated below.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-3 has been signed by the following persons in the capacities indicated on January 13, 2012.

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| Signature | Titles |
|--|---|
| /s/ Paul B. Miller Paul B. Miller | Director and President and Chief Executive Officer (Principal Executive Officer) |
| /s/ David D. Conklin David D. Conklin | Director and Chairman of the Board |
| /s/ Sunil S. Karkera Sunil S. Karkera | Chief Financial Officer (Principal Accounting Officer) |
| /s/ Allan J. Kent Allan J. Kent | Vice President of Finance |
| Jean Paul Roy | Director |
| /s/ Anoop Poddar Anoop Poddar | Director |
| /s/ Michael J. Hudson Michael J. Hudson | Director |
| Ohad Marani | Director |

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EXHIBIT INDEX

| EXHIBIT | DESCRIPTION |
|-------------|--|
| 4.1 | Form of common stock certificate+ |
| 5.1 | Opinion of Paul, Weiss, Rifkind, Wharton & Garrison LLP* |
| 23.1 | Consent of Paul, Weiss, Rifkind, Wharton & Garrison LLP* |
| <u>23.2</u> | <u>Consent of KPMG LLP**</u> |
| <u>23.3</u> | <u>Consent of Ernst & Young LLP**</u> |
| 24.1 | Power of Attorney (included in signature page hereof) |

+Incorporated by reference from the Registration Statement on Form 8-A (File No. 001-32158), filed on April 27, 2004.

* Previously filed.

** Filed herewith.