

**TATA MOTORS****TATA MOTORS LIMITED**

Regd. Office: Bombay House, 24, Homi Mody Street, Mumbai - 400001. Website: www.tatamotors.com
 Fixed Deposit Section, 1st Floor, Nanavati Mahalaya, 18, Homi Mody Street, Fort, Mumbai 400 001. Tel : 022-66657246

SCHEME - A			SCHEME - B				
QUARTERLY INCOME PLAN *			CUMULATIVE DEPOSIT PLAN				
Period	Minimum Amount (Rs.)	Rate of Interest (p.a.)	Period	Minimum Amount (Rs.)	Rate of Interest* (p.a.)	Maturity Value (Rs.)	Yield (p.a.)
2 Years	20,000	8.00%	2 Years	20,000	8.00%	23,433	8.58%
3 Years	20,000	8.75%	3 Years	20,000	8.75%	25,930	9.88%

* Monthly interest option available in case of deposits of Rs.1 lakh & above

* Compounded quarterly

0.25% p.a. additional interest for senior citizens / Tata Motors shareholders / employees of Tata Motors and its Indian subsidiary companies

HIGHLIGHTS

- Additional amount of deposits will be accepted in multiples of Rs. 10,000/-.
- Interest and maturity value payments are subject to deduction of tax at source, wherever applicable.
- Deposits will be accepted from Individuals, Minors (through Natural Guardians) and HUFs.
- Interest will be calculated from the date of realization of cheque and will be rounded off to the nearest Rupee.
- The Company reserves the right to offer better terms, including interest and brokerage, for deposits of Rs.25,00,000/- & above.

Application Forms can be submitted at the selected offices of the Main Brokers / Distributors, Collection Bank, Company and the Registrars.

MAIN BROKERS/DISTRIBUTORS

TATA CAPITAL LIMITED One Forbes, Dr. V B Gandhi Marg, Fort, Mumbai 400 001. Toll Free No. 18002096060. E-mail id : contactus@tatacapital.com	JM FINANCIAL SERVICES PVT LTD 2, 3 & 4 Kamanwala Chambers, Sir P M Road, Fort, Mumbai 400 001. Tel: 22665577 / 30213500. Toll Free No. 1800220004. e-mail id: ifahelpdesk@jmfinancial.in
KOTAK SECURITIES LIMITED 32, Raja Bahadur Compound, Mumbai-400 023. Tel: 22655074/84. Toll Free No. 18002099191, 30305757 (Prefix city code) e-mail id: rakesh.patel@kotak.com	ICICI SECURITIES LIMITED ICICI Centre, H. T. Parekh Marg, Churchgate, Mumbai 400 020. Tel : 022-40701575. e-mail id: investments@icicidirect.com. Online facility is also available.
HDFC SECURITIES LTD I Think Techno Campus, Building - B, "Alpha" Office Floor 8, Near Kanjurmarg Station, Opp. Crompton Greaves, Kanjurmarg (East), Mumbai 400 042. Toll Free No. 1800-209-9700. Tel - 022-30753436. e-mail id : fps@hdfcsec.com	STOCK HOLDING CORPORATION OF INDIA LIMITED Mittal Court, "B" WIng, 2nd Floor, 224 Nariman Point, Mumbai 400 021. Tel : 22045483/84/85



Application forms can also be submitted at selected branches all over India as indicated on the Company's website

All communications with regard to Fixed Deposit should be addressed to the Registrars to the Fixed Deposit Scheme, at the addresses mentioned below:

REGISTRARS TO THE FIXED DEPOSIT SCHEME

LINK INTIME INDIA PVT LTD BHANDUP : C 13, Pannalal Silk Mills Compound, LBS Marg, Bhandup (West), Mumbai 400 078. Tel: 022-2594 6960. Fax: 022-2594 6969. FORT : 203, Davar House, Next to Central Camera Building, 197/199 D N Road, Fort, Mumbai 400 001. Tel : 22694127. Email : tmlfd@linkintime.co.in

TERMS AND CONDITIONS

1. Applications

- Deposits will be accepted only from Residents, including individuals, minors (acting through their guardians) and HUFs (through Karta). Applications should be made in the Company's prescribed form along with a cheque/demand draft and lodged with the Authorised Brokers/ Company's offices at any of the addresses given in this Form. Business Hours 10.00 a.m. to 12.30 p.m. and 1.30 p.m. to 4.00 p.m. Closed on Saturdays, Sundays and Bank holidays. Cheque/Demand Draft should be made in favour of "TATA MOTORS LIMITED FIXED DEPOSIT" and payable at par in their respective cities of lodgement. Cash will not be accepted by the Company.

2. Minimum Amount

- The minimum amount of Deposit will be Rs.20,000/-. Additional amount of deposits will be accepted only in multiple(s) of Rs.10,000/-.

3. Period and Interest

- Deposits will be accepted for 2 years with an interest payable @8.00% p.a. and for 3 years with an interest payable @ 8.75% p.a. The Company's shareholders, employees of the Company and its Indian subsidiary companies and senior citizens (60 years and above), will be entitled to an additional 0.25% p.a. interest rate on the respective deposits. Depositor falling in more than one category will be entitled to additional interest of 0.25% p.a. on only one category. Interest will be calculated on 365 days basis.
- Under scheme 'A', interest will be paid quarterly i.e. on 31st March, 30th June, 30th September and 31st December each year and on the date of maturity. Interest will be paid on monthly basis in case of deposits of Rs.1 lakh & above at the option of the depositor.
- Under scheme 'B', interest will accrue on a quarterly basis at the applicable rate and interest for the full tenure of the deposit will be credited/paid to the account of the depositor on the date of maturity.
- Interest will cease on the date of maturity. Notice of the due date will be recorded upon the receipt to enable the Depositor to either receive payment of the amount due or to arrange for the renewal of the Deposit. No interest will be accrued on the Fixed Deposit after maturity nor shall interest be payable on interest warrants lost in transit or misplaced. The Company will not be bound to give intimation of maturity of the Deposits. Interest will be calculated from the date of realisation of the cheque/draft.
- Interest will be paid by an Account Payee Cheque payable at par in major cities in India and drawn in the name of the first named depositor or through National Electronic Clearing Service (NECS) (9 digit MICR code should be given in the form) facility as per the option exercised by the depositor on the application form at the depositors' risks. Please note that all payments for part periods shall be made on pro-rata basis. If a deposit is made within a period of 30 days prior to a standard interest payment date, the interest for the part period will be paid on the next standard interest payment date.
- All unclaimed interest and/or maturity proceeds for Fixed Deposit for more than seven years, shall be transferred by the Company to the credit of Investor Education and Protection Fund established by the Government of India, and no claim from a depositor shall lie against the Fund or the Company in respect of any such unpaid/unclaimed amount.
- The Company reserves the right to offer better terms, including interest and brokerage, for deposits of Rs.25,00,000/- & above. In case of premature withdrawal of such deposits benefit of better terms, including interest and brokerage, would be withdrawn retrospectively.

4. Tax Deduction at Source

- Income tax will be deducted at source from the amount of interest payable to the depositor in accordance with the provisions of the Income Tax Act, 1961. At present, tax is deductible if the aggregate amount of interest payable to a resident during a financial year exceeds Rs.5,000/-. However, Income Tax will not be deducted if declaration in Form No.15G/15H, in duplicate, as prescribed under the Income Tax Act, 1961, or the prescribed certificate u/s.197(1) issued by the Assessing Officer, if applicable, is furnished by the depositor to the Company. The declaration/certificate for the current financial year should be submitted alongwith the application and for each subsequent financial year during the month of April of that year. With effect from 1.4.2010, it is mandatory to furnish the Permanent Account Number (PAN) in the declaration in Form No.15G/15H. If the PAN is not furnished in the declaration, such declaration shall be invalid and tax will be deducted at source in accordance with the provisions of the Income Tax Act, 1961.
- Depositors placing deposits should furnish their Permanent Account Number (PAN) allotted to them by the Income Tax Department and with effect from 1.4.2010 copy of the PAN.
- Where the depositor qualifies as a specified entity whose income is unconditionally exempt under section 10 of Income Tax Act, 1961, & is not statutorily required to file return of income under section 139 of the Act, no tax would be deducted at source in case of such specified entities as per Central Board of Direct Taxes (CBDT) Circular No.4/2002 dated July 16, 2002, subject to proof of such exemption being submitted by the depositor to the Company.
- Company will issue Tax Deduction Certificate, in the prescribed form, specifying the amount of tax deducted on the interest paid, within the stipulated period.

5. Joint Deposits

- Deposits will be accepted in joint names not exceeding three in number. Deposits will also be accepted in the name(s) of minor(s) through their natural guardians, who must sign the Application Form. In case of deposits in joint names, correspondence will be addressed to the person whose name appears first on Deposit Receipt. All cheques/warrants for payment of interests and principal amount will also be drawn in favour of the first named Depositor irrespective of any contrary instructions received from any of the depositors. However any one of the joint depositors would be eligible to give discharge of the receipt on maturity/prepayment which shall be binding on all the deposit holders.
- In the event of death of the first-named depositor, all payments on account of principal and/or interest will be made to the person first in the order of the Survivor(s) on production of the death certificate without reference to the heirs and/or legal representatives of the deceased. In a case where there are no joint holders or nominees as indicated below, payments will be made only on production of proper legal representation such as Probate of the Will, Succession Certificate or Letter of Administration by a Court of Competent Jurisdiction duly notarised and having effect.

6. Nomination

- If the deposit is held by more than one person, all the depositors may together nominate a person in the said manner, the nominee's right in the deposit shall vest in the event of death

of all the joint holders. In case a minor is appointed as a nominee, the depositor(s) should appoint a guardian other than himself/themselves.

- The depositors are advised (optional) to provide the specimen signature of the nominee to expedite the transmission of the deposit to the nominee in the event of death of the depositor(s).
- In the event of death of sole/joint depositors, the Company will deal with the nominee (or the appointed guardian in case of minor till the minor attains majority) without any reference to the legal heir and/or legal representatives of the deceased depositor(s).
- Nominations stand rescinded upon repayment/renewal of the deposit.

7. Fixed Deposit Receipt

- The Fixed Deposit Receipt will be issued by the Company in respect of all deposits accepted by the Company and will be forwarded by post at the address given in the application form within 4 weeks of realisation of the cheque/draft.
- In the event of loss, destruction or mutilation of Fixed Deposit Receipt, the Company may, at its sole discretion, issue a duplicate receipt subject to compliance of such terms and conditions, including indemnity, as the Company may stipulate. All expenses incurred in this connection will be borne by the depositor(s).
- Fixed Deposit Receipts are non-transferable.

8. Renewal/Repayment of Deposits

- The Fixed Deposit Receipt duly discharged on a revenue stamp should be sent to the said Registrar to the Fixed Deposit Schemes at least 15 days before the date of maturity to enable the Company to renew/repay the Deposit as the case may be on the due date. In case of renewal, the discharged Receipt should be accompanied by the Application Form, duly filled in. It is not obligatory on the part of the Company to give notice or advance intimation about the due date of the receipt.
- Repayment of Deposit will be made to the first-named depositor by an "Account Payee Cheque" payable at par in major cities in India at the depositors' risk.
- Where the due date of any payment falls on Saturday, Sunday, Bank holidays or any other day on which the Company's Office remains closed, the repayment will be made on the next working day.
- Premature withdrawal will be permissible at the sole discretion of the Company. All such prematurely refunded shall be subject to such terms, including reduction in the rate of interest as prescribed in the Companies (Acceptance of Deposits) Rules, 1975, as applicable. Further any Brokerage paid by the Company at the time of acceptance/renewal, will also be deducted on any premature repayment. In case of premature withdrawal of high value deposits the benefit of better terms, including interest and brokerage, would be withdrawn retrospectively. Deposits will not be renewed automatically upon maturity unless expressly asked for by filling in the new prescribed application form at least 7 days before the date of maturity. Where the Deposit Receipt is not presented for renewal on or before the due date, the depositor will not be entitled to interest after the date of maturity. No change in the first name of the depositor is permitted at the time of renewal.

9. Brokerage

- Brokerage at the prescribed rates would be paid to the persons authorised in writing by the Company in accordance with the Companies (Acceptance of Deposits) Rules 1975. However no brokerage will be payable on deposits received from employees of the Company and its Indian subsidiary companies.

10. General

- To prevent fraudulent encashment of cheques, applicants are mandatorily required to give details of the Bank Account (including MICR code) of the sole/first named depositor. In case of Multiple deposits of a depositor only one bank mandate will be accepted. In case of option to receive payment by NECS, it may be noted that the principal/interest on maturity may not be paid through NECS and in such cases a cheque would be sent indicating the bank details to the address of the first holder of the fixed deposit.
- Intimation regarding change of address/NECS information or death of the first depositor should be sent to the said Registrar to the Fixed Deposit Scheme atleast two months prior to the next date of interest payment for effecting changes thereof.
- In the case of Deposits from employees, the first-named depositor should be an employee of the Company or its Indian subsidiary companies. In case of Deposits from shareholders of the Company, the Sole/First named depositor must be a shareholder of the Company at the time of placement/renewal of Deposit and may attach the demat statement confirming shareholding as proof. In the case of the deposits from senior citizens, the first depositor should be an individual who has completed 60 years of age. The senior citizen should attach any one of the following as proof of age alongwith the application(s):- Self-attested copy of Passport, Voter ID Card, PAN Card, Driving License, Secondary School Leaving Certificate, Life Insurance Policy, Birth Certificate issued by the competent authority, or any other document acceptable to the Company. Deposits will also be accepted in the name(s) of minor(s) through their natural guardians, who must sign the application form.
- The Company will not recognise any lien or assignment of the Deposit and/or interest thereon. The Company will not be responsible for delays or loss in postal transit of Deposit Receipts and cheques sent to Depositors. In the event of loss of cheques, duplicates will be issued on such reasonable terms as to indemnity & otherwise as the Company may think fit.
- Deposits will be subject to the Companies (Acceptance of Deposits) Rules, 1975, as amended.
- A thumb impression and signature in Vernacular language other than in Marathi, Gujarati & Hindi scripts, must be attested by Magistrate, Notary Public or Gazetted Officer under his/her official seal. If the Principal depositor has any other deposits with the Company, the same shall be intimated alongwith depositors' application form. Deposits are accepted subject to Mumbai Jurisdiction.
- The Company reserves the right (a) To alter or amend without notice any or all terms and conditions stipulated above. (b) To vary the terms and conditions of Deposits. (c) To discontinue acceptance of Deposits at anytime at its discretion. (d) To refund the existing Deposits prematurely before the due date. (e) To reject any application for fresh Deposits or for renewal, without assigning any reason. These terms and conditions form an integral part of the Application form.
- Applications may be rejected on technical grounds. In such cases, the same would be returned alongwith the Company's cheque for principal amount to the first-named depositor within 30 days of acceptance.

TATA MOTORS LIMITED - Acknowledgement Slip

Received with thanks from Mr/Mrs/Ms Cheque / DD / FD (in case of renewal) No.
for Rs. dated drawn on Bank branch
as Fixed Deposit under Scheme 'A' / 'B' for a period of year(s).

For TATA MOTORS LTD
(Valid subject to realisation of cheque / draft)



TATA MOTORS LIMITED

Registered Office: Bombay House, 24, Homi Mody Street, Mumbai - 400001.

APPLICATION FORM FOR FIXED DEPOSIT SCHEME

Please write in BLOCK LETTERS and tick (Ö) the appropriate box
I/We hereby apply for the placement of a Fixed Deposit with your Company as per the details given below:-

Authorised Broker's stamp - name and address/ HDFC Bank Serial Number	Sub broker code
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NAME OF THE DEPOSITOR(S)	(FIRST NAME in full)	(MIDDLE NAME)	(SURNAME)	PAN No.
Sole/First Mr./Mrs./Miss				
Second Mr./Mrs./Miss				
Third Mr./Mrs./Miss				
Guardian				
Dt of Birth of Minor (In case 1st Applicant is Minor) D D M M Y Y Y Y Mobile				(Mandatory for all applicants)
ADDRESS				
PIN				
TEL				
Email				

CATEGORY Please (✓) any one <input type="checkbox"/> TATA MOTORS SHAREHOLDER (May attach demat statement) <input type="checkbox"/> PUBLIC L. F./DP & Client ID No..... <input type="checkbox"/> EMPLOYEE NO..... <input type="checkbox"/> NAME OF COMPANY..... <input type="checkbox"/> SENIOR CITIZEN (Attach age proof document) Please see instructions in Terms & Conditions {Item No.10(c)}	STATUS Please (✓) any one <input type="checkbox"/> RESIDENT INDIVIDUAL <input type="checkbox"/> HUF	DEPOSIT PAYABLE TO Please (✓) any one <input type="checkbox"/> First Named Depositor <input type="checkbox"/> Either or Survivor <input type="checkbox"/> Anyone or Survivor
PARTICULARS OF OTHER DEPOSITS		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes FDR No(s)..... Date:		

SCHEME A	SCHEME B Please (✓) any one
<input type="checkbox"/> QUARTERLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> 2 YEARS <input type="checkbox"/> 3 YEARS <small>(In case of deposits of Rs.1 lakh & above)</small>	<input type="checkbox"/> CUMULATIVE 2 YEARS <input type="checkbox"/> CUMULATIVE 3 YEARS

FRESH DEPOSIT AMOUNT (MINIMUM RS.20,000/- & IN MULTIPLES OF RS.10,000/-)	RENEWAL OF DEPOSIT Please (✓) any one
Rs Rupees Ch/DD No.:..... dated..... drawn on: (Bk)..... (Br).....	FDR No.:..... for Rs..... Maturity Date

DEDUCTION OF INCOME TAX Please (✓) any one (Please see instructions in Terms & Conditions Item no.4)

Form 15H/ 15G (in duplicate) is enclosed. Therefore, don't deduct Income Tax. Others. Please specify

Bank Details for Interest/Principal payment of Sole/First Applicant {Please refer to Instructions in the Terms and Conditions Item nos.3 & 10(a)}

Savings / Current Please (✓) any one Interest (other than on maturity) option Please (✓) any one By NECS By Cheque

Account No: Branch Bank's Name: **M I C R C O D E**

NOMINATION (OPTIONAL) {Please see instructions in Terms and Conditions, Item No.6}

Where the deposit is in the name of a minor, the nomination should be signed by person lawfully entitled to act on behalf of the minor

I/We hereby nominate the following person to receive the amount payable to me/us, on my/our death.

Nominee's name
 Guardian's Name
 (Other than Applicant in case Nominee is a Minor)
 Address of the Nominee/Guardian
 PIN Tel
 Signature of Applicant(s) for nomination
 Witnesses Signature Name & Address
 1.
 2.

FOR OFFICE USE ONLY

Received Rs. Date of Encashment (Date of Deposit)

Cashier Checked By

Approved By FDR No. & Date

L.F.No. Date of Realisation

Pay in Slip No. & Date Broker Code No.

Confirmed that the depositor is a Shareholder / Employee & that the Folio No. / Employee ID given above is correct. **Authorised Signatory**

DECLARATION

GENERAL ● I/We hereby declare that the amount being deposited herewith is not out of any funds acquired by me/us by borrowing or accepting deposits from any other person(s). ● I/We declare that the first named depositor mentioned in our application is the beneficial owner of this deposit and as such he/she should be treated as the payee for the purpose of deduction of tax under Section 194A of the Income Tax Act, 1961. The TDS will be deducted as applicable and certificate will be issued for each financial year.

● I/We have read & agree to abide by the attached terms & conditions governing the Deposit and declare that what is stated in this application is true & correct.

SIGNATURE OF THE APPLICANTS (Guardian should sign, if the applicant(s) is minor)

SOLE/FIRST APPLICANT SECOND APPLICANT THIRD APPLICANT

Particulars as per the Companies (Acceptance of Deposits) Rules, 1975 as amended up-to-date are as under.

- Name of the Company :** TATA MOTORS LIMITED
- Date of Incorporation :** 1st September, 1945
- Business carried on by the Company & its subsidiaries with details of branches or units, if any :**
The Company is engaged in the manufacture, design and marketing of passenger and commercial vehicles in India. It is a flagship company of the Tata Group, which is one of the largest business groups in India. The Company has works at Jamshedpur, Pune, Lucknow, Dharwad and Ultrakhand, 8 Regional Offices, 19 Regional Sales Offices / branch offices across various locations in India, besides overseas branch offices at Dubai, Spain and Russia.

Subsidiary Companies (as on March 31, 2009) :

Tata Daewoo Commercial Vehicle Co. Ltd., South Korea. Engaged in manufacturing of Heavy and Medium Commercial Vehicle. **Telco Construction Equipment Co. Ltd.,** Bangalore. Works at Jamshedpur and Dharwad and branch in Spain. Engaged in Development, manufacture and sale of construction equipment and allied services. **Serviplem S.A.,** Spain. Engaged in Manufacturing of Concrete Transit Mixers, Dry Bulk Tanks and Pumps. **Comoplesa Lebrero S.A.,** Spain. Engaged in Manufacturing of Compactors and Tandem Rollers. **Eurl Lebrero France,** France. Functions as a Trading Office of Compactors manufactured by Lebrero. **Baryval Asistencia Tecnica S.L.,** Spain. Engaged in the business of assembling transit mixers on trucks. **Inner Mongolia North Baryval Engineering Special Vehicle Corporation Ltd.,** Baotou, China. Engaged in Manufacture of Transit Mixtures. **HV Axles Ltd.,** Mumbai. Works at Jamshedpur. Engaged in manufacture of axles for Heavy & Medium Commercial Vehicles (M&HCV). **HV Transmissions Ltd.,** Mumbai. Works at Jamshedpur. Engaged in manufacture of gear boxes for Heavy & Medium Commercial Vehicles (M&HCV). **TAL Manufacturing Solutions Ltd.,** Pune. Service provider of Machine Tools, Equipments, Material handling systems and Fluid power solutions. **Tata Motors Insurance Broking and Advisory Services Ltd.,** Mumbai. Engaged in direct insurance broking. **Concorde Motors (India) Ltd.,** Mumbai. Engaged in sales and service of Tata and FIAT passenger cars across the country. **TML Distribution Co. Ltd.,** Mumbai. Engaged in dealing and providing logistics support for product distribution of Tata Motors Ltd throughout the Country. **Tata Motors European Technical Centre Plc,** United Kingdom. Engaged in design engineering and development of products for the automotive industry. **Milojobil Grenland AS.,** Norway. Engaged in the development and manufacture of electric vehicles. **Milojobil Innovasjon AS.,** Norway. Engaged in the development and manufacture of lithium ion batteries. **Sheba Properties Ltd.,** Mumbai. Investment Company. **Tata Marcopolo Motors Ltd.,** Mumbai. Works at Jamshedpur and Lucknow. Engaged in manufacture and sale of fully built buses & coaches. **Tata Motors Finance Ltd,** Mumbai and more than 150 branches all over India. Non- Banking Finance Company classified as an "Asset Finance Company" engaged mainly in the business of vehicle financing. **Tata Motors (Thailand) Ltd.,** Thailand. Engaged in manufacture, assembly and marketing of pickup trucks for the ASEAN and Thailand markets. **Tata Motors (SA) (Pty) Ltd.,** South Africa. Engaged in manufacturing and assembling operations of Light and Heavy Commercial Vehicles and passenger cars of Tata Motors Ltd in South Africa. **Tata Technologies Ltd.,** Pune and branches at Mumbai, Lucknow, Jamshedpur, Bangalore, Chennai & South Korea. Engaged in specialized Engineering & Design Services (E&D), Product Lifecycle Management (PLM) and product-centric IT services. **Tata Technologies Inc,** Michigan. Provides services in the field of engineering automation, offering engineering and designing services, PLM Products and related IT services. **Tata Technologies de Mexico, S.A. de C.V.,** Mexico. Provides services in the field of engineering automation, offering engineering and designing services, PLM Products and related IT services. **Tata Technologies (Canada) Inc** Ontario Canada. Provides services in the field of engineering automation, offering engineering and designing services, PLM Products and related IT services. **INCAT KK.** Japan. Provides PLM services and products. **INCAT Holding BV.** Netherlands wholly owned subsidiary of INCAT International PLC, acted as a holding company for the Groups operations. **Tata Technologies Pte. Ltd.,** Singapore. Engaged in development of software and marketing of computer systems and software, provision of engineering support and maintenance services and computer consultancy and related services. **Tata Technologies (Thailand) Ltd.,** Bangkok Metropolis. Provides services for Research and Development including consultation and training in design and development process. **INCAT International Plc,** Building 6, Monarch Court, Emerald Park, Emersons Green, Bristol, BS16 7FH. Provides IT and engineering design services. **Tata Technologies Europe Ltd.,** UK. Provides services for E&D, Product & Information Lifecycle Management, Enterprise Solutions and Plant Automation including product design, analysis and production engineering. Knowledge Based Engineering, PLM, Enterprise Resource Planning and Customer Relationship Management systems. **INCAT GmbH,** Germany. Provides services in the field of engineering automation including engineering and designing services. **INCAT SAS.** France. Engaged in provision of services, supply and installation of computer system. (Ceased its operations). **TML Holdings Pte Ltd.,** Singapore. SPV, as a holding company for the Jaguar Land Rover acquisition. **Jaguar Land Rover Ltd.,** UK, Investment and holding company for the Jaguar Land Rover acquisition. **Jaguar Cars Overseas Holdings Ltd.,** England and Wales. Overseas Holding Company. **Jaguar Cars Ltd.,** England and Wales and **Land Rover Ltd.,** England and Wales: Manufacture and Sale of Luxury Motor Vehicles. **Jaguar Cars Exports Ltd.,** England and Wales and **Land Rover Exports Ltd.,** England and Wales: Export sales Company. **The Daimler Motor Company Ltd.,** UK. **Daimler Transport Vehicles Ltd.,** UK. **S.S. Cars Ltd.,** UK. **The Lanchester Motor Company Ltd.,** UK. **The Jaguar Collection Ltd.,** UK. Acts as undisclosed agent for Jaguar Cars Ltd. **Jaguar Belux NV,** Belgium and **Jaguar Land Rover Austria GmbH,** Austria and **Jaguar Hispania Sociedad,** Spain. **Jaguar Deutschland GmbH,** Germany and **Jaguar Cars South Africa (pty) Ltd.,** South Africa. and **Jaguar Italia SpA,** Italy: Import and distribution of Jaguar cars, parts and accessories. **Land Rover Group Ltd.,** Jersey Company with UK Branch. Holding Company. **Jaguar Land Rover North America LLC,** USA and **Jaguar Land Rover Portugal - Veiculos e Pecas, LDA,** Portugal and **Jaguar Land Rover Australia Pty Ltd,** Australia: Import and distribution of Jaguar and Land Rover cars, parts and accessories. **Land Rover Belux SA/NV,** Belgium and **Land Rover Nederland BV,** The Netherlands and **Land Rover Italia SpA,** Italy and **Land Rover Espana SL,** Spain and **Land Rover Deutschland GmbH,** Germany: Import and distribution of Land Rover vehicles, parts and accessories. **Land Rover Ireland Ltd.,** Ireland. Sale and distribution of Motor Vehicles. **Jaguar & Land Rover Asia Pacific Company Ltd.,** Thailand. Regional Office. **Jaguar Land Rover Mexico SA de CV,** Mexico and **Jaguar Land Rover Korea Co. Ltd,** Korea and **Jaguar Land Rover Canada ULC,** Canada and **Jaguar Land Rover France, SAS,** France and **Jaguar Land Rover (South Africa) (Pty) Ltd.,** South Africa and **Jaguar Land Rover Japan Ltd.,** Japan: Import, sale, distribution and repair of automobiles and other related products. **Jaguar Land Rover Brand Management Consulting (Shanghai) Co.Ltd,** Shanghai. Consulting.

- Brief Particulars of the Management of the Company:** The day to day affairs of the Company are managed by the Managing Director under the superintendence, control and directions of the Board of Directors. Except for the Managing Director, all the other directors are appointed in a non-executive capacity.

5. Names, Addresses and Occupations of the Directors :

Name	Address	Occupation
Mr. Ratan N Tata, Chairman	Bombay House, 24, Homi Mody Street, Mumbai – 400 001	Company Director
Mr. Ravi Kant, Vice Chairman	Bombay House, 24, Homi Mody Street, Mumbai – 400 001	Company Director
Mr. N A Soonawala	Bombay House, 24, Homi Mody Street, Mumbai – 400 001	Company Director
Dr. J J Irani	Bombay House, 24, Homi Mody Street, Mumbai – 400 001.	Company Director
Mr. R Gopalakrishnan	Bombay House, 24, Homi Mody Street, Mumbai – 400 001	Company Director
Mr. N N Wadia	The Bombay Dyeing & Mfg. Co. Ltd., Administrative Office, Pandurang Budhkar Marg, Prabhadevi, Mumbai 400 025	Company Director

Mr. S M Palia	16, Ruchir Bungalows, Judges Bunglows Rd, Bodakdev, Vastrapur, Ahmedabad 380 054	Company Director
Dr. R A Mashelkar	D- 4, Varsha Park, Raghunath Bunglow, Baner, Pune 411 045	Company Director
Mr. N Munjee	Development Credit Bank, Unit No.301, Trade Plaza, V S Marg, Prabhadevi, Mumbai 400 025	Company Director
Mr. S Bhargava	Tata Communications Ltd. 4th Floor, VSB, Bangla Sahib Road, New Delhi 110 001	Company Director
Mr. V K Jairath	Room Nos.308/309, The Taj Mahal Palace and Tower, Apollo Bunder, Mumbai-400001	Company Director
Mr. P M Telang, Managing Director - India Operations	Bombay House, 24, Homi Mody Street, Mumbai – 400 001	Company Executive

6. Profits & Dividends : (Rs. in Lacs)

Year	Profit before tax	Profit after tax	Div Amt	Div Ordinary Shares (%)	Div A Ordinary Shares (%)
2008-09	101,376	100,126	34,570	60	65
2007-08	257,647	202,892	65,968	150	NA
2006-07	257,318	191,346	67,632	150	NA

Note: The figures are on standalone basis of the Company. Dividend Amount includes tax on dividend.

7. Summarised financial position of the Company as appearing in the two latest audited Balance Sheet. (Rs. In Lacs)

	As at 31.03.2009*	As at 31.03.2008*	As at 31.03.2009	As at 31.03.2008
Liabilities			Assets	
Share Capital	51,405	38,554	Fixed Assets and Intangible Assets (Net)	1,459,931
Equity Convertible Warrants	-	-	Investments	1,296,813
Application Money	-	-	Current Assets and Loans and Advances	969,169
Reserves & Surplus	1,171,610	745,396		1,036,025
Government Grants	-	-		
Secured Loans	525,165	246,199		
Unsecured Loans	791,391	381,853		
Foreign Currency Monetary Item Translation Difference Account (Net)	16,412	-		
Deferred Tax Liabilities	86,581	97,572	Misc. Expenditure	202
Current Liabilities & Provision	1,083,551	1,063,310		605
Total	3,726,115	2,572,884	Total	3,726,115
				2,572,884

*Previous year figures have been regrouped / rearranged wherever necessary. (Rs. In Lacs)

Note: Brief particulars of contingent liabilities as on: 31.03.2009 31.03.2008

- (a) Claims not acknowledged as debts
 - Sales Tax 47,294 27,795
 - Excise Duty 9,503 5,937
 - Others 12,997 10,069
- (b) Provision not made for income tax matters in dispute 43,161 44,229
- The claims / liabilities in respect of excise duty, sales tax and other matters where the issues were decided in favour of the Company for which department is in further appeal 2,764 3,027
- Other money for which the Company is contingently liable:
 - (a) In respect of bills discounted and export sales on deferred credit 25,295 53,506
 - (b) The Company has given guarantees for liability in respect of receivables assigned by way of securitisation 106,278 87,501
 - (c) Cash Margin / Collateral 43,978 51,536
 - (d) In respect of retained interest in securitisation transactions 5,444 6,265
 - (e) In respect of subordinated receivables 24,256 4,074
 - (f) Deposits given as collateral security 19,849 -
 - (g) Others 1,418 1,418
- Estimated amount of contracts remaining to be executed on capital account and not provided for 245,048 298,106
- Guarantees given by the Company to the bankers with regard to credit facilities given to:
 - (i) Jaguar Land Rover Ltd, UK (an indirect subsidiary) USD 2217.80 million 1,124,651 -
 - (ii) Fiat India Automobiles Ltd (a joint venture) 85,603 -

8. The amount of deposits, which the Company can raise under the Companies (Acceptance of Deposits) Rules, 1975, amended by the Companies (Acceptance of Deposits) Rules, 1978, and deposits held as on March 31, 2009 is given below: (Rs. in Lacs)

	Limits	Deposits held (other than unclaimed deposits)
a) From Shareholders under Rule 3(2)(i)	121210	29194
b) From Public under Rule 3(2)(ii)	303026	94053

9. The Company has no overdue deposits/unsecured loans other than unclaimed deposits unsecured Loans.a) the total number of small depositors and amount due to them in respect of which default has been made- Nil. b) The fact of waiver of interest accrued on deposits of the small depositors- Nil.

10. The Company hereby declares that:

(i) The Company has complied with the provisions of the Companies (Acceptance of Deposits) Rules 1975, as amended upto date; (ii) The compliance with these rules does not imply that the repayment of deposits is guaranteed by the Central Government; (iii) The deposits accepted/renewed by the Company are unsecured and shall rank pari-passu with other unsecured liabilities; (iv) The Company is not in default in the repayment of any or part thereof and any interest thereon in accordance with the terms and conditions of such deposits.

This advertisement has been approved by the Board of Directors of the Company on January 13, 2010 and is being issued on the authority and in the name of the Board of Directors of the Company. A copy of this advertisement duly signed by majority of the Directors of the Company has been filed with the Registrar of Companies, Maharashtra.

By Order of the Board
P M Telang
Managing Director -
India Operations

Date: January 19, 2010
Place: Mumbai