





REGISTERED OFFICE:

Pirojshanagar, Vikhroli, Mumbai 400 079

2 6796 5134 / 6796 5144 (Direct), 6796 1700 / 6796 1800 (Ext. 5134 / 5144)

☆ Fax: 6796 1518 ☆ E-mail: deposits@godrej.com

MUMBAI (FORT) OFFICE:

Godrej Bhavan, 4-A Home Street, Fort, Mumbai 400 001

2 6636 5822

CORPORATE WEBSITE:

http://www.godrej.com

MISSION

Enriching Quality of Life Everyday Everywhere

VALUES

Integrity • Trust • To Serve • Respect • Environment

POSITIONING Market Leadership PROPOSITION Value for Money

VISION

Godrej in Every Home and Work place

FIXED DEPOSIT SCHEME (effective June 1, 2013) FOR PUBLIC

APPLICATION FORM

Period	Rate of Interest	Payment Of Interest	Minimum Amount
THREE YEARS	9.50% p.a.	HALF - YEARLY (Sep 30 / Mar 31 and on maturity)	Rs. 25,000

HIGHLIGHTS

- Deposits will be accepted only from Resident Individuals in multiples of Rs. 1,000, subject to a minimum of Rs. 25,000.
- Income-tax PAN is mandatorily required in case of all the applicants, including minor, and copies of the PAN cards are to be submitted along with the application form
- Interest will be calculated on a 365/366 days factor basis from the date of realisation of the cheque/draft and will be payable half yearly, on September 30 and March 31 each year, and on maturity.
- Payment of interest and repayment of principal amount will be made by NECS / NEFT at Mumbai, in favour of the sole / first-named depositor.
- Income-tax will be deducted at source, wherever applicable, in accordance with the provisions of the Income-tax, Act, 1961. However, income tax will not be deducted if the prescribed form 15G/15H claiming exemption from deduction of tax at source for each deposit is furnished to the company in the beginning of each financial year and in any case at least 45 days before the due date of the payment of interest.
- To prevent fraudulent encashment of cheques and to facilitate credit through NECS / NEFT, applicants are mandatorily required to give details of the bank account (including the MICR & IFSC code) of the sole / first-named Depositor, into which the interest and refund will be credited, by submitting copy of cheque / cancelled cheque. Applications without bank account and PAN details will be deemed incomplete and are liable to be rejected.
- The rate of interest is subject to revision as may be notified under the Companies (Acceptance of Deposits) Rules, 1975, as amended upto date.

HOW TO APPLY

- Payments should be made by cheque / bank draft drawn on a scheduled bank and payable at Mumbai; the cheque or bank draft should be crossed "A/C PAYEE" and drawn in favour of "GODREJ & BOYCE MFG. CO. LTD." Outstation cheques / drafts will not be accepted.
- The Application Form duly filled in, along with the cheque / bank draft, should be submitted only at the Company's Registered Office (Fixed Deposit Section, Plant 11, 3rd Floor, Pirojshanagar, Vikhroli, Mumbai 400079), or at it's Mumbai (Fort) Office, or at the Offices of any of the Managers to the Fixed Deposit Scheme.

MANAGERS TO THE FIXED DEPOSIT SCHEME

- POWER PUSHER FINANCIAL SERVICES PVT. LTD., 306, M. B. House, 3rd floor, 79 Janmabhoomi Marg, Mumbai 400 001 2 2284 6520-22 / 6635 5542
- BAJAJ CAPITAL LTD., Agra Building., 7/9 Oak Lane, Near Motwane Marg, Fort, Mumbai 400 023 🕿 6637 6995-99 / 6634 5553
- BLUECHIP CORPORATE INVESTMENT CENTRE LTD., 5A/105, Mumbai Samachar Marg, Opposite Bharat House, Fort, Mumbai 400 001 2 2265 9033-34
- JM FINANCIAL SERVICES PVT. LTD., 384, Kamanwala Chambers, Sir P. M. Road, Fort, Mumbai 400 001 🕿 2266 5577 / 3021 3500
- FRAMROZ & SONS, Hamam House, 2nd floor, Ambalal Doshi Marg. Fort, Mumbai 400 023 🕿 2265 6327 / 2265 2621 / 6631 1285-87
- HDFC SECURITIES LTD., Office floor 8, 'I Think' Bldg., Jolly Board Campus, Kanjurmarg (East), Mumbai 400 042 2 1 800 209 9700 / 3075 3436 / 99300 45338
- ► TATA CAPITAL LTD., One Forbes, Dr. V. B. Gandhi Marg, Fort, Mumbai 400 001 🕿 1 800 209 6060



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TERMS AND CONDITIONS GOVERNING THE FIXED DEPOSIT SCHEME (effective June 1, 2013)

Period: 3 years ☆ Rate of Interest: 9.50% p.a.

APPLICATIONS

- Deposits will be accepted **only from resident individuals having the Income-tax PAN**. Deposits on behalf of a minor having Income-tax PAN will be accepted through his / her guardian, who must sign the Application Form.
- Applications in the prescribed form should be lodged only at the Company's Registered Office or Mumbai (Fort) Office, or at the Offices of any of the Managers to the Fixed Deposit Scheme, accompanied by a crossed "Account Payee" cheque or a bank draft drawn in favour of "GODREJ & BOYCE MFG. CO. LTD." and payable at Mumbai. **Outstation cheques / drafts will not be**
- To prevent fraudulent encashment of cheques, and to facilitate credit through NECS / NEFT, applicants are mandatorily required to give details of the bank account (including MICR & IFSC code) of the sole / first-named depositor, into which the interest and refund will be credited, by submitting copy of cheque / cancelled cheque. Applications without this information will be deemed incomplete and are liable to be rejected. In case of multiple deposits of a depositor, only one bank mandate will be accepted.
- Signatures must be in English, Gujarati, Hindi or Marathi; signatures in any other language or thumb impressions must be attested by a Magistrate or Notary Public or Special Executive Officer under his / her official seal.
- Please furnish your e-mail id for all routine communication.

MINIMUM AMOUNT

The minimum amount of Deposit acceptable will be Rs. 25,000. Higher amounts will be accepted in multiples of Rs. 1,000.

PERIOD AND INTEREST

- The Deposit will be accepted for a period of 3 YEARS ONLY.
- The rate of interest payable on the Deposit will be 9.50% per annum, payable half-yearly on September 30 and March 31 each year, and on maturity Interest will be calculated on a 365/366 days factor basis from the date of realisation of the cheque / draft.
- 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. The Company will not be bound to give intimation of maturity of the Deposit.
- All unclaimed interest and/or 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
- 11. Interest will be paid by NECS / NEFT at Mumbai, in favour of the sole/firstnamed depositor

INCOME TAX

- Income-tax, wherever applicable will be deducted at source from interest in accordance with the provisions of the Income-tax Act, 1961, and quarterly TDS certificates will be issued for the financial year. However, income tax will not be deducted if the prescribed form 15G/15H claiming exemption from deduction of tax at source for each deposit is furnished to the company in the beginning of each financial year and in any case at least 45 days before the
- due date of the payment of interest.

 The first-named depositor will be regarded as the beneficial owner after clubbing all deposits the person has in his/her capacity as the first named depositor, and will be treated as the payee for purpose of deduction of incometax at source, and his / her income-tax PAN must be mentioned in the

JOINT DEPOSITS

- Joint Deposits may be made in two or three names provided the second / third applicant is not a minor.
- In case of joint Deposits, all correspondence will be addressed only to the person whose name appears first on the Deposit Receipt. All payment of interest and repayment of principal amount will be in favour of the first-named depositor. Any discharge given by either / any of the depositors for payment of interest or repayment of principal amount shall be valid and binding on all other joint depositors.
- In the event of the death of the first-named Depositor the payments of interest and the repayment of the principal amount will be made to the person in order of the survivor(s) on production of a death certificate without reference to the heir(s) and / or legal representative(s) of the deceased. In the event of the death of the sole Depositor, the Deposit amount together with the interest due thereon will be paid to the legal representative(s) of the deceased on production of proper legal representation such as Probate of Will, Succession Certificate or Letters of Administration granted by a Court of Competent Jurisdiction and having effect in Mumbai

DEPOSIT RECEIPTS

- 17. The Deposit Receipts will be forwarded at the address given in the Application Form within two weeks of the realisation of the cheque / draft.
- Deposit Receipts are not transferable.
- In the event of loss, destruction or mutilation of the Deposit Receipt, the Company may, at its sole discretion, issue a duplicate Receipt on such reasonable terms as to indemnity and / or otherwise as it may think fit. All expenses incurred in this connection will be borne by the Depositor(s).

BROKERAGE

Brokerage will be paid by the Company only to the Authorised Managers to the Fixed Deposit Scheme, whose name and address appear on the Application Form, as per the Companies (Acceptance of Deposits) Rules, 1975, as applicable

RENEWAL / REPAYMENT

- 21. Deposit Receipt issued by the Company must be duly discharged on the requisite revenue stamp and lodged with the Company at least fifteen days prior to date of maturity to enable the Company to renew or refund the Deposit, as the case may be, on the due date. In case of renewal, a renewal form duly filled in should accompany the said discharged Receipt. Renewal of Deposit will be solely at the discretion of the Company. 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.
- 22. Deposits will be repaid only on maturity. However in exceptional circumstances, the Company may, at its sole discretion, allow premature withdrawal of Deposit, in which case, the Deposit Receipt must be discharged by all the joint holders along with an application for withdrawal signed by all of them. All such premature refunds shall be subject to such terms, including reduction in the rate of interest, as the Company may stipulate and further subject to any statutory regulations.
- Repayment of the principal amount will be made by NECS / NEFT at Mumbai, in favour of the sole/first-named depositor.
- Where the due date of any payment falls on a Saturday, Sunday, Bank Holiday or any other day on which office of the Company remains closed, the payment will be made on the next working day.

Nomination facility (optional) is available to the sole Depositor, and to joint Deposits involving not more than two applicants. The nominee must be a Resident Indian individual; an NRI cannot be nominated. A minor can also be nominated; however, in such a case, the sole applicant / the two joint applicants should appoint a guardian other than himself / themselves. In the event of the death of the Depositor(s), the Company will deal with the nominee, or the appointed guardian till the minor nominee attains majority, as the case may be. Nomination stand rescinded upon renewal of Deposits, and has to be done afresh on renewal

- The Company will not recognise or accept any lien or assignment of Deposit or interest thereon.
- Notification to the Company regarding change of address, tax exemption, etc. must be lodged at least 45 days before the date on which interest falls due
- The Company will not be responsible for delays or loss in postal transit of Deposit Receipts and cheques sent to the Depositors. In the event of loss of cheques, duplicates will be issued on such reasonable terms as to indemnity and otherwise as the Company may think fit.
- Deposits will be subject to the Companies (Acceptance of Deposits) Rules, 1975 and other applicable rules or regulations for the time being in force.
- 30. Deposits are subject to Mumbai jurisdiction. The Company reserves the right:
 - (a) to alter or amend without notice any or all the terms and conditions stinulated above
 - to vary the terms and conditions of Deposits
 - to discontinue acceptance of Deposits at any time at its discretion
 - to refund the existing Deposits prematurely before the due date to reject any application for fresh Deposit or for renewal, without
 - assigning any reason.
- These terms and conditions form a part of the prescribed Application Form



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Mumbai (Fort) Office: Godrej Bhavan, 4-A Home Street, Fort, Mumbai 400 001 🕿 6636 5822

APPLICATION FORM FOR FIXED DEPOSIT SCHEME FOR PUBLIC

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Particulars as per the provisions of the Companies (Acceptance of Deposits) Rules, 1975, as amended upto date, are as under:

Name of the Company

GODREJ AND BOYCE MANUFACTURING COMPANY LIMITED

Date of Incorporation

3rd March, 1932

Business

The Company is engaged in the business of:
CONSUMER DURABLES: Refrigerators, Washing Machines, Air Conditioners, Microwave Ovens,
Storwels & Furniture, Mattresses, Locks, Latches & Door Accessories, Cash Boxes & Coffers, Ve

Storwels & Furniture, Mattresses, Locks, Latches & Door Accessuries, Casil Dukes & Control Machines.

OFFICE EQUIPMENT: Office Furniture and Storage Systems, Seating & Desking Systems, Computer Furniture, Open Plan Office Systems, Filing Cabinets & Recording Systems, Teleconferencing Equipment, Multimedia Projectors, Safes, Strong room Doors, Safe Deposit Lockers, Burglary and Fire Resisting Record Filing Cabinets, FireSecurity Doors, Electronic Security Systems and Solutions.

INDUSTRIAL PRODUCTS: Forklit Trucks, Warehousing Equipment, Multiflex & Heavy Duty Storage Systems, Workshop Equipment, Sheet Metal Working Machines – Sales and Service, Process Plant & Equipment, Precision Toolings & Components/Equipment, Compressed Air Control Systems, Compressor, Power Distribution Systems, Industrial Electronics & Automation, and Electric Motors.

The Company is also engaged in the business of Ready Mix Concrete, Property Development, Construction & Real Estate Services, Turnkey Electrical Contracts, Energy Conservation and Green Building Consultancy Services, Calibration and Testing Services.

The Company has Branch Offices/Retail Stores at Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Chandigarh, Chennai, Coimbatore, Dombivli, Guwahati, Hyderabad, Indore, Jabalpur, Jaipur, Kanpur, Kochi, Kochi, Lucknow, Mumbai, New Delhi, Patna, Pune, Raipur, Ranchi, Secunderabad, Thane, Trivandrum and Visakan, pathaman.

Business carried on by the subsidiary companies WADALA COMMODITIES LTD GODREJ INFOTECH LTD. GODREJ INFOTECH LTD. GODREJ (MALAYSIA) SDN. BHD. G&B ENTERPRISES (MAURITIUS) PVT. LTD. GODREJ (SINGAPORE) PTE. LTD. J T DRAGON PTE. LTD. GODREJ (VIETNAM) CO. LTD. VEROMATIC INTERNATIONAL BV. VEROMATIC INTERNATIONAL BV. WATER WONDER BENELLIX BV. GODREJ INDUSTRIES LTD. Bulk Trading in Vegetable Oils ERP Implementation and Software Services Steel Furniture and Equipment Investment Holding Company Steel Furniture and Equipment Investment Holding Company Steel Furniture and Security Equipment Beverage vending machines Manpower Services Water vending machines and solutions Manpower Services
Water vending machines and solutions
Oleo Chemicals, Surfactants, Finance &
Investment, Estate Management
Animal Feeds, Agro-products, Oil Palm
Plantation, Agro-chemicals
Feed and feed supplements
Manufacturing, Growing, Cultivating and
Dealing in all types of Agricultural Seeds
Retailing
Finance and Investment
International Trading in Vegetable Oils
International Trading in Vegetable Oils GODREJ AGROVET I TD GOLDEN FEED PRODUCTS LTD. GODREJ SEEDS & GENETICS LTD.

NATURES BASKET LTD. ENSEMBLE HOLDINGS & FINANCE LTD. GODREJ INTERNATIONAL LTD. GODREJ INTERNATIONAL TRADING & INVESTMENTS PTE. LTD.

The following other subsidiary companies are all engaged in the business of Real Estate and Property The following other subsidiary companies are all engapevelopment:
GODREJ PROPERTIES LTD.
GODREJ REAL ESTATE PVT. LTD.
GODREJ REAL ESTATE PVT. LTD.
GODREJ MATERSIDE PROPERTIES PVT. LTD.
GODREJ DEVELOPERS PVT. LTD.
GODREJ SEA VIEW PROPERTIES PVT. LTD.
HAPPY HIGHRISES LTD.
GODREJ ESTATE DEVELOPERS PVT. LTD.
GODREJ BUILDWELL PVT. LTD.
GODREJ BUILDOME PVT. LTD.
GODREJ BUILDOM PVT. LTD.
GODREJ PROJECTS DEVELOPMENT PVT. LTD.
GODREJ PROJECTS DEVELOPMENT PVT. LTD.
GODREJ JANDMARK REDEVELOPERS PVT. LTD.
GODREJ JANDAMARK REDEVELOPERS PVT. LTD.
GODREJ JAROMAN AND BUILDERS PVT. LTD.
GODREJ JAROMEN GIT PROPERTIES PVT. LTD.
GODREJ JAROMEN GIT PROPERTIES PVT. LTD.

Brief particulars of the Management of the Company

The Company is managed by the Chairman & Managing Director, Executive Directors and a team of professional managers, subject to the superintendence, control and direction of the Board of Directors.

Mr. K.M. Elavia

E. Names, addresses and	occupations of the Directors	
Name Mr. J. N. Godrej (Chairman & Managing Director)	Address Godrej & Boyce Mfg. Co. Ltd., Pirojshanagar, Vikhroli, Mumbai 400079	Occupation Industrialist
Mr. A. B. Godrej	Godrej Industries Ltd., Pirojshanagar, Eastern Express Highway, Vikhroli, Mumbai 400079	Industrialist
Mr. N. B. Godrej	Godrej Industries Ltd., Pirojshanagar, Eastern Express Highway, Vikhroli, Mumbai 400079	Industrialist
Mr. V. M. Crishna [Executive Director (Lawkim Motors Group)]	A-261 Grand Paradi, Off A. K. Marg, Mumbai 400026	Industrialist
Mr. K. N. Petigara	801 Citadel, 18B Ruparel Marg, Malabar Hill, Mumbai 400006	Business
Mr. P.P. Shah	72A Embassy Apartments, 46 Napean Sea Road, Mumbai 400026	Investment Advisor
Mrs. A. Ramachandran	2401-2402, 'A' Wing, Raheja Atlantis, Ganpatrao Kadam Marg, Opp. Nerolac House, Worli Naka, Mumbai 400018	Human Resource Consultant
Mr. P.D. Lam (Executive Director & President)	Godrej & Boyce Mfg Co Ltd., Pirojshanagar, Vikhroli, Mumbai 400079	Company Director
Mr. K.A. Palia [Executive Director (Finance)]	Godrej & Boyce Mfg Co Ltd., Pirojshanagar, Vikhroli, Mumbai 400079	Company Director
Mr. A.G. Verma [Executive Director (Personnel & Administration)]	Godrej & Boyce Mfg Co Ltd., Pirojshanagar, Vikhroli, Mumbai 400079	Company Director
Mr. N.J. Godrej (Executive Director)	Godrej & Boyce Mfg Co Ltd., Pirojshanagar, Vikhroli, Mumbai 400079	Company Director

Anand Bhavan, 36th Road, Near National College, Bandra (West), Mumbai 400050

Chartered Accountant

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For the Financial Year Ended	Profit before Exceptional Items and Taxes	Profit before Taxes	Profit after Taxes	Dividends
	(Rs. In Lakhs)	(Rs. In Lakhs)	(Rs. In Lakhs)	
31st March, 2010	467,68.06	467,68.06	336,25.39	900%
31st March, 2011	490,59.94	492,04.78	398,97.53	1200%
31st March, 2012	324,23.98	1,080,23.90	954,70.60	1500%

Summarized financial position of the Company as appearing in the two latest audited Balance Sheets

Liabilities	As at 31st March, 2012	As at 31st March, 2011	Assets	As at 31st March, 2012	As at 31st March, 2011
	(Rs. In La	khs)		(Rs. In La	khs)
Share Capital	6,62.91	6,62.91	Non-Current Assets	2,579,88.75	1,700,55.75
Reserves & Surplus	2,316,28.20	1,477,63.34	Current Assets	2,800,23.15	2,631,74.66
Non-current Liabilities	406,76.63	350,94.49			
Current Liabilities	2,650,44.16	2,497,09.67			
Total	5,380,11.90	4,332,30.41		5,380,11.90	4,332,30.41

^{**} Previous year figures have been regrouped/ rearranged wherever necessary

		As at 31st March, 2012	As at 31st March, 2011
1.	Guarantees given by the Company's Bankers against counter- guarantees given by the Company	753,28.81	721,63.75
2.	Guarantees given by the Company's Bankers on behalf of subsidiary/ associate companies against counter-guarantees given by the Company	18,31.05	5,59.37
3.	Guarantees given by Export-Import Bank of India, against the security of first equitable mortgage of specified immovable properties situated at Vikhroli, Mumbai	52,42.24	110,03.71
4.	Excise Duty/Service Tax/Sales Tax demands in dispute and pending at various stages of appeal	51,04.59	55,60.20
5.	Disputed Provident Fund liability for the period March 1996 to September 1997 arising on account of disapproval of infancy benefit. The Supreme Court of India has allowed the Company's appeal and set aside the judgment of the High Court of Punjab & Haryana; the matter has been remanded to the Regional Provident Fund Commissioner for a fresh decision in accordance with law after hearing the parties concerned, expeditiously,	31.56	53.00
6. 7.	Other Claims against the Company not acknowledged as debt Claims against the Company under the Industrial Disputes Act, 194		
	The State of Maharashtra has filed a Suit against the Company, cla		

Company's lands at Vikhroli, Mumbai. According to the Company's legal advisers, the Company has a complete defence against the plaintiff in the said Suit, and the said Suit is not sustainable.

Position of Deposits as at 31st March, 2012

The amount which the Company can raise by way of deposits/loans as per the Companies (Acceptance of Deposits) Rules, 1975, as amended upto date, on the basis of the Balance Sheet as at 31st March, 2012:

(a) Deposits from Public

(b) Loans from Public (guaranteed by a Director of the Company)/ Deposits from Shareholders of the Company

(Rs. In Lakhs)

The aggregate of deposits/loans actually held as at 31st March, 2012

796.16.66 Total 339.99.57

Overdue Deposits

The Company has no overdue deposits/loans other than unclaimed deposits/loans.

A. The Company is not in default in the repayment of any deposit/ loan or part thereof, or in payment of any interest thereon, to small depositors.

B. The Company has not waived any interest accrued on deposits/ loans of small depositors

- 1. that it has complied with the provisions of the Companies (Acceptance of Deposits) Rules, 1975, as amended upto

- date;
 2. that compliance with these Rules does not imply that repayment of deposits/loans is guaranteed by the Central Government;
 3. that the deposits/loans, accepted/renewed by the Company are unsecured and rank pari passu with other unsecured liabilities; and
 4. that the Company is not in default in the repayment of any deposit/loan and any interest thereon, in accordance with the terms and conditions governing the deposits/loans.

This advertisement is issued on the authority and in the name of the Board of Directors of the Company. The text of the advertisement has been approved by the Board of Directors at its meeting held or 3 fst August, 2012, and a copy thereof, signed by a majority of the Directors of the Company, has been filled with the Registrar of Companies, Maharashtra.

By Order of the Board

J. N. GODREJ Chairman & Managing Directo