



THE BOMBAY DYEING AND MANUFACTURING COMPANY LIMITED

ESTABLISHED ON 23RD AUGUST, 1879

REGISTERED OFFICE : NEVILLE HOUSE, J.N.HEREDIA MARG, BALLARD ESTATE,
MUMBAI 400 001. Tel : 22618071

Website : www.bombaydyeing.com.

INVITES FIXED DEPOSITS

Period	Rate of Interest
36 months	10.50 % p.a payable quarterly

0.5% p.a. additional interest for senior citizens / shareholders / employees

HIGHLIGHTS

1. The minimum amount of Fixed Deposit accepted by the Company is Rs. 20,000/- and additional amounts of deposits will be accepted in multiples of Rs.5,000/-
2. Interest Warrants/ Repayment cheques shall be payable at par at all branches of the Company's bankers in India, or through E.C.S (Electronic Clearing Service)/NEFT (National Electronic Fund Transfer).
3. Income Tax will not be deducted upto an interest amount of Rs.5,000/- in a financial year, subject to any change in the applicable Tax laws.
4. Nomination facility is available.
5. The fixed deposits will be accepted subject to the terms and conditions of the Fixed Deposit Scheme of the Company, as given hereunder.

HOW TO APPLY

- Please fill in the Application Form completely and appropriately and ensure that all the columns should be filled up neatly and sign on every correction, if any.
- Application form along with A/c payee cheque/draft favouring "HDFC BANK-A/C BDMC FD" payable at Mumbai should be submitted at the Registered Office of the Company or at the offices of the Registrars to the Fixed Deposit Scheme at the addresses mentioned.
- Fixed Deposit Receipt can be obtained across the counter in case the Application Form is submitted at the Registered Office of the Company.

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

REGISTRARS TO THE FIXED DEPOSIT SCHEME



LINK INTIME INDIA PVT LTD
BHANDUP : C 13, Pannalal Silk Mills Compound, LBS Marg, Bhandup (W), Mumbai 400 078. Tel : 2594 6960-4. Fax: 2594 6969.
FORT : 203, Davar House, 197/199 D N Road, Fort, Mumbai 400 001. Tel: 22694127. Email: bdfd@linkintime.co.in

THE BOMBAY DYEING AND MANUFACTURING COMPANY LIMITED

TERMS AND CONDITIONS

Applications

- Application should be made in the Company's prescribed form accompanied by "Crossed A/c Payee" cheque/bank draft in favour of "HDFC BANK-A/C BDMC FD" and payable at Mumbai only. Third party cheques or cash will not be accepted. Application form should be submitted to the Registrars/ Registered Office of the Company during business hours and at the addresses given in the form. Business Hours 10.00 a.m. to 12.30 p.m. and 2.00 p.m. to 4.30 p.m. Closed on Saturdays, Sundays and Bank holidays.
- Deposits will be accepted only from Resident individuals.** Deposits will be accepted in joint names not exceeding three in number. **Deposits will not be accepted in the name of a minor or jointly with a minor.**

Minimum Amount

- The minimum amount of Fixed Deposit will be Rs. 20,000/- . Additional deposits will be accepted only in multiple(s) of Rs.5,000/-.

Period & Interest

- Rate of interest payable on Deposits is as under:

Period	Rate of Interest
36 months	10.50 % p.a

Shareholders, employees of the Company and senior citizens (60 years and above) will be entitled to an additional 0.50% p.a interest rate. The first named depositor falling in more than one category will be entitled to an additional interest of 0.50% p.a on only one category. This rate of interest is subject to revision from time to time at the discretion of the Board of Directors of the Company. Any revision in the rate of interest effected by the Company will be made applicable only to new fixed deposits and to renewals of fixed deposits falling due on or after the date on which the new rate come into force.

- Interest will be paid quarterly i.e on 31st March, 30th June, 30th September and 31st December, (standard interest payment dates) each year and on the date of maturity. There is no cumulative deposit scheme. Interest will cease from the date of maturity. The date of maturity of the deposit will be mentioned on the Fixed Deposit Receipt to enable the depositor to either receive payment of the amount due or to arrange 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 at all the branches of the Company's Bankers in India and drawn in the name of the first named depositor or through Electronic Clearing Service (ECS)/ National Electronic Fund Transfer (NEFT) facility as per the option exercised by the depositor on the application form at the depositors' risk. 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. The payment of interest for the broken period from the standard interest payment date till the date of maturity will be paid through cheque payable at par.
- 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

Brokerage

- 2% Brokerage will be paid to any person (other than depositor/s) who has solicited and procured the deposit and who has been recommended as broker by the depositor and accepted by the Company in writing.

Joint Deposits

- Deposits will be accepted in joint names not exceeding three in number. In case of deposits in joint names, correspondence will be addressed to the person whose name appears first on the deposit receipt. All cheques/warrants/ECS for payment of interest 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.
- 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 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 notarized.

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. The nominee must be a resident individual and not a minor.
- 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 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.

Fixed Deposit Receipt

- The date of Fixed Deposit will be the date of realisation of Cheque/Draft.
- The Fixed Deposit Receipt will be issued by the Company in respect of all deposits accepted by the Company and will be sent at the address given in the application form within four weeks of realization of the cheque/draft.
- The Company will not be responsible for delays or loss in postal transit of Deposit Receipts. 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 condition including indemnity as the Company may stipulate. All expenses incurred in this connection will be borne by the depositor/s.

Tax deduction at source

- Income tax will be deducted at source from the 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 (i.e the amount of total interest payable to any depositor on deposit/s where his/her name appears first during

any one Financial Year) payable to a resident, during a financial year exceeds Rs. 5000/- . However Income Tax will not be deducted or it will be deducted at lower rate as the case may be if valid declaration in Form No 15G/ 15H, in duplicate, as prescribed under the Income Tax Act, 1961, or the prescribed certificate u/ s 197(l), 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 along with the application and for each subsequent financial year during the month of April of that year.

- Company will issue Tax Deduction Certificate, in the prescribed form, specifying the amount of tax deducted on the interest paid, within the stipulated period.
- Depositors placing deposits should furnish their Permanent Account Number (PAN) allotted to them by the Income Tax department

Renewal / Repayment of Deposits

- Renewal, if any, will be considered only on the surrender of fixed deposit receipt, duly discharged on a revenue stamp of Rupee one, together with a fresh application form dully filled in. Renewal of deposits should be for the full amount of the deposit and not for the lesser or higher amounts.
- Fixed deposit will be renewed from the date of maturity, and interest on such renewed fixed deposit will commence from that date. In case of fixed deposit not renewed within two months from the date of maturity, no interest for that period will be payable. Interest will cease from the date of maturity.
- In case of alternation (addition/deletion/interchange) in the names of the depositors, at the time of renewal of the Fixed Deposits, the matured deposit receipt is required to be duly discharged on a revenue stamp of rupee one.
- Fixed Deposit Receipt is not transferable by endorsement or otherwise, and should be surrendered to the Company duly discharged on maturity for repayment.
- Repayment of deposit will be made to the first named depositor by an "Account Payee Cheque" payable at par at all branches of the Company's bankers in India or through ECS/NEFT facility as the case maybe at the depositor's risk. In case payment cannot be made through ECS, a cheque would be sent indicating the bank details to the address of the first holder of the fixed deposit.
- Request for repayments accompanied by Fixed Deposit Receipt, duly discharged (on Rupee one revenue stamp) must be sent to the Registrars to the Fixed Deposit Scheme atleast 15 working days before the date of maturity, to enable the Company to repay the deposit on the due date. Discharge given as per repayment terms, shall be binding on all depositors.
- Where the due date of any payment falls on Saturday, Sunday, Bank holiday or any other day on which the Company's registered office or the office of the Registrars remains closed, payment will be made on the next working day.
- Instructions for part repayment will not be accepted.
- Premature withdrawals will be permissible at the sole discretion of the Company. The request letter for premature withdrawals and the fixed deposit receipt should be signed/discharged by all the depositors. All such premature withdrawals shall be subject to such terms, including reduction in rate of interest as prescribed in the Companies (Acceptance of Deposits) Rules, 1975, as applicable. Further any brokerage paid on the deposit withdrawn prematurely and pertaining to the unexpired period will be recovered from the final proceeds. The rates of interest applicable for premature withdrawals will be as follows assuming deemed rate of interest for 1 and 2 years at 8.50 % p.a and 9.50 % p.a respectively :

Period of deposit held	Interest rate for premature withdrawals
More than 6 months but less than 18 months	7.50 % p.a
18 months or more but less than 30 months	8.50 % p.a
30 months or more but less than 36 months	9.50 % p.a

General

- In case of deposits in the shareholder's category, the first named depositor must be a shareholder of the Company (either as first or sole shareholder) at the time of placement/renewal of deposit and the relative ledger folio should be indicated correctly on the application form. In the case of deposits from employees, the first named depositor should be an employee of the Company and the Employee Number should be mentioned on the application form. Shareholder status verification will be done as per records available with the Company's Share Registrars as on the date of receipt of application form for fresh/renewal of deposits by the Company or the Registrars. In the case of 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 along with the application :- Self attested copy of passport, Pan Card, Driving Licence, Secondary School Leaving certificate or Birth certificate issued by the competent authority or any other document acceptable to the Company.
- Deposits will be subject to the Companies (Acceptance of Deposits) Rules, 1975, as amended.
- 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 cheques sent to 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 deem fit.
- In case of request for Registration of death and/ or change of address, the original Fixed Deposit Receipt should be surrendered to the Registrars to the Fixed Deposit Scheme to make the necessary amendments. In case of death of one of the holders, the copy of death certificate (original for Company's verification) to be submitted. The Fixed Deposit Receipt will be returned by the Company after registering the death/ change of address. Requests for change of address should be signed by the first depositor only.
- A thumb impression and signature in a vernacular language other than in Marathi, Gujarati & Hindi scripts, should be attested by Magistrate, Notary public or Gazetted officer under his/her official seal.
- 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 any time 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. The application form will be returned, along with cheque (company's cheque for principal amount in case depositors cheque is realised) to the first named depositor within 15 days of acceptance.

THE BOMBAY DYEING AND MANUFACTURING CO. LTD. – 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 for a period of 36 months.

(Valid subject to realization of cheque/draft)

For The Bombay Dyeing and Manufacturing Co. Ltd.

**THE BOMBAY DYEING AND MANUFACTURING COMPANY LIMITED**

REGISTERED OFFICE : NEVILLE HOUSE, J.N.HEREDIA MARG, BALLARD ESTATE, MUMBAI 400 001.

Tel : 22618071. Website : www.bombaydyeing.com.

APPLICATION FORM FOR FIXED DEPOSIT

(Please write in block letters and tick (✓) the appropriate box.)

I/We hereby apply for the placement of a Fixed Deposit with your Company as per the details given below:-**Name of the Depositor(s)** First Name Middle Name Surname PAN (Mandatory for all applicants)

Sole/First Mr./Mrs./ Miss

Second Mr./Mrs./ Miss

Third Mr./Mrs./ Miss

Address of Sole/First Applicant:

Tel Mobile Email

Category : Public Senior Citizen Attach age proof document (Please refer condition No.30 in Terms & Conditions) Employee : No Shareholder : L.F / DP & Client ID No.**Deposit Payable To:** Sole / First Depositor Either or Survivor Anyone or Survivor**Fresh Deposit Details:** Amount Rs. (Rupees)

Cheque/ Draft No. Dated Drawn on Branch

Renewal of FDR No. Amount Rs. Date**Bank Details :** Interest / Principal Repayment option By ECS / NEFT / Cheque **Type of Bank Account** (✓) any one : Savings Current

Bank Ac No : Bank Name: Branch:

9 digit MICR code (for ECS) : 11 digit IFS code (for NEFT) :

Particulars of other Deposits with the Company : If Yes, FDR No. (s)**Deduction of Income Tax:** Please (✓) any one of the following : (Please refer Condition Nos.18 to 20 in Terms & Conditions) Tax to be deducted as applicable and issue me a consolidated TDS certificate for each Financial Year Tax not to be deducted. Form 15H/15G (in duplicate) is enclosed Others. Please specify**Nomination (optional) :** (Please refer Condition Nos.11 to 14 in Terms & Conditions)

I/We hereby nominate the following person to receive the amount payable to me/us, on my/ our death. Nominee's Name & Address of the nominee :

Signature of Applicant(s) for Nomination

Sole/First Applicant Second Applicant Third Applicant

Witnesses Signature Name & Address

1.

2.

I wish to collect Fixed Deposit Receipt through Authorised Person (AP) Name of AP

Specimen Signature of AP Signature of 1st Depositor

DECLARATION : ● I/We hereby declare that I am/are persons resident of India ● 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. ● I/We have read & agree to abide by the attached terms and conditions governing the Deposit. ● I/We declare that what is stated in this application is true & correct .

SIGNATURE OF THE APPLICANTS**SOLE/FIRST APPLICANT****SECOND APPLICANT****THIRD APPLICANT**

SOLE/FIRST APPLICANT		SECOND APPLICANT		THIRD APPLICANT	
Name of Broker		FOR OFFICE USE ONLY			
Address		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's PAN		Confirmed that the depositor is a shareholder/employee of the Company & that the Folio No./ Employee No. given above is correct.			
		Authorised Signatory			
Signature of Broker		I Confirm that the person named herein as a broker is authorized to solicit deposits on behalf of the Company.			
		Authorised Signatory			

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

- a) Name of the Company: THE BOMBAY DYEING AND MANUFACTURING COMPANY LIMITED.
- b) Date of Incorporation: 23rd August, 1879
- c) Business of the Company and its subsidiaries: The Company is engaged in the manufacture of textiles and polyester staple fibre and development of real estate. It is the flagship company of the Wadia Group.

The Company has the following plants in Maharashtra :

- 1) Textile Mill at Mumbai
- 2) PSF Plant at Patalganga
- 3) Textile Processing unit at Ranjangaon

Subsidiary Company (as of date) :

The Company has one subsidiary, viz White Horse Real Estate Private Limited, having its registered office at Neville House, J.N.Heredia Marg, Ballard Estate, Mumbai 400 001 engaged in the business of developers, builders, purchase for development / resale of land, buildings and structures.

- d) Management : The day-to-day affairs of the Company are managed by the two Joint Managing Directors under the superintendence, direction and control of the Board of Directors.

e) Names, addresses and occupations of the Directors.

Name	Office Address	Occupation
Mr. Nusli N Wadia (Chairman)	Neville House J.N. Heredia Marg, Ballard Estate, Mumbai- 400 001	Industrialist
Mr. Keshub Mahindra	Gateway Building Apollo Bunder, Mumbai- 400 039	Industrialist
Mr. Ratan Tata	Bombay House Sir Homi Mody Street, Fort, Mumbai- 400023	Industrialist
Mr. R.A. Shah	Crawford Baley & Co State Bank Bldg, Bank Street, Mumbai- 400 023	Solicitor & Company Director
Dr. H.N. Sethna	Neville House J.N. Heredia Marg, Ballard Estate, Mumbai- 400 001	Consultant
Mr. S.S. Kelkar	Neville House J.N. Heredia Marg, Ballard Estate, Mumbai- 400 001	Company Director
Mr. S. Ragothaman	Neville House J.N. Heredia Marg, Ballard Estate, Mumbai- 400 001	Company Director
Mr. A.K. Hirjee	Neville House J.N. Heredia Marg, Ballard Estate, Mumbai- 400 001	Company Director
Mr. S.M. Palia	Neville House J.N. Heredia Marg, Ballard Estate, Mumbai- 400 001	Company Director
Mr. P.V. Kuppaswamy (Jt. Managing Director)	Neville House J.N. Heredia Marg, Ballard Estate, Mumbai- 400 001	Company Director
Mr. Ness N Wadia (Jt. Managing Director)	Neville House J.N. Heredia Marg, Ballard Estate, Mumbai- 400 001	Industrialist

(f) & (g) Profits and Dividends

(Rs. in Cr)

For Accounting year ended	Profit before Tax	Profit after Tax	Equity Dividend declared (%)
31 st March, 2006	59.22	61.34	50
31 st March, 2007	40.41	35.93	50
31 st March, 2008	18.01	16.68	35

h) Summarised Financial position of the Company as appearing in the two latest audited Balance Sheets:

Liabilities	As at 31.3.2008	As at 31.3.2007	Assets	As at 31.3.2008	As at 31.3.2007
Share Capital	38.61	38.61	Fixed Assets	1240.58	877.25
Share Warrants	11.89	—	Investments	126.72	153.70
Reserves & Surplus	357.30	364.07	Current Assets	463.62	461.59
Secured Loans	994.67	788.49	Loans & Advances	307.57	198.96
Unsecured Loans	421.09	263.91	Misc. Expenditure	2.79	67.12
Current Liabilities & Provisions	317.72	301.84			
Deferred Tax Liability	—	1.70			
Total	2141.28	1758.62	Total	2141.28	1758.62

Note : Previous year figures have been regrouped / rearranged wherever necessary.

CONTINGENT LIABILITIES

(Rs in Cr)

Brief particulars of Contingent Liabilities as on 31.03.2008 31.03.2007

- (a) Income-tax matters in respect of earlier years under dispute 28.94 26.23
- (b) Claims not acknowledged as debts
- Sales Tax & Excise Duties 1.54 2.37
 - Customs Duty 0.45 0.45
 - Compensation claim by vendor for cancellation of contract — 5.06
 - Others 4.09 4.34
- (c) Bills Discounting 16.39 11.07
- (d) Estimated amount of contracts remaining to be executed on capital account and not provided for 42.52 151.78
- i) The amount of deposits, which the Company can raise, under the Companies (Acceptance of Deposits) Rules 1975, as amended upto date and deposits held as on March 31, 2008 is given below:-(Rs. in Cr)

Limits Deposits held (other than unclaimed deposits)

- a) From Shareholders 39.62 Nil
- b) From Public 99.05 Nil

j) The Company has no overdue deposits.

- (1) The total number of small depositors and amount due to them in respect of which default has been made : Nil.
- (2) The fact of waiver of interest accrued on deposits of the small depositors : Nil.

k) The Company hereby declares that :

- (1) The Company has complied with provisions of the Companies (Acceptance of Deposits) Rules 1975, as amended upto date.
- (2) The compliance with these rules does not imply that repayment of deposits is guaranteed by the Central Government.
- (3) The deposits accepted/renewed by the Company are unsecured and shall rank pari passu with other unsecured liabilities.
- (4) The Company is not in default in the repayment of any deposit 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 at its meeting held on January 30, 2009 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 Directors has been filed with the Registrar of Companies, Maharashtra.

By Order of the Board

Date : January 30, 2009

P Govindan