

GODREJ PROPERTIES LIMITED

Registered Office: Godrej Bhavan, 4th Floor, 4A Home Street, Fort, Mumbai 400 001.

Tel.: 91-22-66510200 Fax: 91-22-22072044 Website: www.godrejproperties.com

FIXED DEPOSIT FORM

INVITES DEPOSITS FROM RESIDENT INDIANS AS PER THE DETAILS GIVEN BELOW

Advertisement pursuant to the provision of the Companies (Acceptance of Deposits) Rules, 1975 as amended upto date

NON-CUMULATIVE DEPOSIT

Period in Months	Minimum Deposit	Rate of Interest p.a. payable Half Yearly	Please Tick appropriate Column
12	Rs. 10,000/-	9.00%	
24	Rs. 10,000/-	9.50%	
36	Rs. 10,000/-	10.50%	

Interest payment half yearly on 30th September and 31st March of every year.

HIGHLIGHTS

- Deposits will be accepted only from Resident Individuals in Multiples of Rs. 1,000/- subject to minimum of Rs. 10,000/-.
- TO PREVENT FRAUDULENT ENCASHMENT OF CHEQUE, APPLICANTS ARE RECOMMENDED TO GIVE DETAILS OF THE BANK ACCOUNT (INCLUDING MICR CODE) OF THE SOLE/FIRST NAMED DEPOSITOR.
- Interest will be calculated from the date of realisation of the cheque/draft.
- The Rate of Interest is subject to revision as may be notified under the Companies (Acceptance of Deposits) Rules, 1975.
- Nomination facility available.
- Acceptance/renewals of deposits will be at the discretion of the company and subject to the terms and conditions stipulated by the company.
- Premature withdrawal permissible as per the statutory guidelines and at the discretion of the company (refer point no. 22 overleaf).
- Income tax will be deducted at source, wherever applicable, unless prescribed form claiming exemption from deduction of tax at source is received in time in accordance with the provisions of Income Tax Act, 1961. PAN No. is compulsory.
- Interest rate is subject to change and the interest rate will be the prevailing rates on the date of deposit.
- Renewals will be accepted as per the terms & conditions prevailing on date of maturity. Only Principal amount will be renewed in case of renewal.

HOW TO APPLY

- Please fill in the attached Form complete in all respect
- The Cheque/Demand Draft drawn on a scheduled bank and payable at Mumbai / at par should be made in favour of "GODREJ PROPERTIES LIMITED" and crossed "A/C PAYEE ONLY".
- The Application Form alongwith the necessary remittance should be sent to the Registered Office of the Company or to the office of Managers to the Fixed Deposit Scheme.
- Payment of Interest and repayment of principal amount will be made by a cheque, in favour of the sole/first-named depositor.
- Cash will not be accepted.

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

Name	Address	Contact Details
Link Intime India Private Limited Unit : Godrej Properties Limited	C-13, Pannalal Silk Mills Compound, L.B.S. Marg, Bhandup (West) Mumbai 400 078	Tel No. : (022) 2594 6960 Fax No. : (022) 2594 6969 Email ID : golfd@linkintime.co.in

TERMS AND CONDITIONS GOVERNING THE FIXED DEPOSIT SCHEME

APPLICATIONS:

1. Fixed Deposit will be accepted ONLY FROM RESIDENT INDIVIDUALS. Deposits on behalf of a minor will be accepted through his / her guardian, who must sign the Application Form.
2. Applications in the prescribed form should be lodged at the Office of Managers to the Fixed Deposits, accompanied by a crossed "Account Payee" cheque or a bank draft drawn in favour of "GODREJ PROPERTIES LIMITED" and payable at Mumbai / at par.
3. TO PREVENT FRAUDULENT ENCASHMENT OF CHEQUES, APPLICANTS ARE RECOMMENDED 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.
4. Signature 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.
5. In case of deposit from a shareholder of the company, the shareholder should be a holder of shares on the date of deposit.
6. A deposit in joint names will be treated as a deposit from a shareholder if any one of the joint depositors is a shareholder.

MINIMUM AMOUNT

7. The minimum amount of Deposit acceptable will be Rs.10,000/-. Higher amounts will be accepted in multiples of Rs.1,000/-.

PERIOD OF INTEREST

8. The Deposit will be accepted for a period of 12, 24 and 36 months ONLY.
9. Interest will be calculated from the date of realisation of the cheque/draft and will become due and payable on 30th September and 31st March every year and on maturity of the deposits. For Deposits accepted /renewed in the month of September and March, the first interest will be paid along with the next half yearly interest payment due. Interest will be calculated on the basis of 365 days a year.
10. 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 accrue on Fixed Deposits 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 Deposit.
11. The Company shall transfer all unclaimed interest, Refunds and Unclaimed Deposits for more than seven years, 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 claims.
12. Interest will be paid by means of a crossed "Account Payee" cheque.
13. To comply with the provisions of the Income Tax Rules, 1962 an applicant's Permanent Account No (PAN), allotted by the Income Tax authority is to be specified in the income tax deduction certificate to be issued by the Company in respect of the interest payments on deposits. Self Attested Copy of PAN Card must be attached along with the application form as issued by the Income Tax Department.

INCOME TAX

14. Income-tax, whenever applicable, will be deducted at source from interest in accordance with the provisions of the Income-tax Act, 1961. However, income-tax will not be deducted, if the appropriate certificate / declaration as required under the Act, is furnished to the Company separately for each Financial year after the beginning of the 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 OF THE DEPOSIT AND WILL BE TREATED AS THE PAYEE FOR PURPOSE OF DEDUCTION OF INCOME-TAX AT SOURCE.

JOINT DEPOSIT

15. Joint Deposits may be made in two or three names, provided the second / third applicant is not a minor. In any case, the joint holders should not exceed three in number.
16. 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.
17. 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 or Will, Succession Certificate or Letters of Administration granted by a Court of Competent Jurisdiction, duly notarised and having effect in Mumbai.

DEPOSIT RECEIPTS

18. The Deposit Receipts will be forwarded at the address given in the Application Form within eight weeks of the realisation of the cheque / draft.
19. Deposit Receipts are not transferable.
20. 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).

RENEWAL / REPAYMENT

21. Deposits will not be renewed automatically upon maturity unless expressly arranged by filling the prescribed application forms along with 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 the 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.
23. Repayment of the principal amount will be made, by a cheque.
24. 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.
25. No change in the first name of the depositor is permitted at the time of renewal.

NOMINATION

26. Nomination facility (optional) is available to the sole Depositor, and to joint Deposits involving not more than two applicants. The nominee must be 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. Nominations stand rescinded upon repayment / renewal of Deposits.

GENERAL

27. The Company will not recognise or accept any lien or assignment of Deposit or interest thereon.
28. Changes in the amount, period, sequence of names, addition or deletion of depositors' name (except in the case of death) will not be made after the application has been accepted and registered by the company.
29. 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.
30. 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.
31. Deposits will be subject to the Companies (Acceptance of Deposits) Rules, 1975 and other applicable rules or regulations prescribed by the Central Government, Reserve Bank of India or any other statutory authorities for the time being in force.
32. The Company reserves the right;
 - a. to alter or amend without notice any or all the 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 Deposit or for renewal, without assigning any reason.
33. These terms and conditions form an integral part of the prescribed Application Form.

APPLICATION FORM FOR FIXED DEPOSIT FROM GENERAL PUBLIC/SHAREHOLDERS

 (Please write in BLOCK LETTERS and the appropriate box)

 Broker Name: _____ Code **RRRS - 68397**

For Office Use Only – Please do not write in this block		
Pay-in-slip date _____	Cheque/Draft No.: _____	Date of Realisation of Cheque / Draft: _____
FDR No.: _____	Amt. Rs. _____	FDR date: _____

 I/We hereby apply for a fixed deposit with your company as per details below :-
AMOUNT OF DEPOSIT (in multiples of Rs. 1,000/- with a minimum of Rs. 10,000/-)
 Rs. _____ Rs (in words) _____

MODE OF PAYMENT
 Cheque / Demand Draft No. _____ dated _____
 Drawn on Bank _____ Branch _____ Payable at Mumbai At Par
 Renewal of FDR No _____

NON-CUMULATIVE DEPOSIT			
Period in Months	Minimum Deposit	Rate of Interest p.a. payable Half Yearly	<input checked="" type="checkbox"/> Tick the appropriate column
12	Rs. 10,000/-	9.00%	
24	Rs. 10,000/-	9.50%	
36	Rs. 10,000/-	10.50%	

<input type="checkbox"/>	Please recover Income Tax as applicable and issue me consolidated TDS certificate for each financial year OR
<input type="checkbox"/>	Form 15H/15G is enclosed. Therefore, do not deduct Income Tax

 THE FIXED DEPOSIT SHOULD BE IN THE NAME(S) OF
 SURNAME FIRST NAME MIDDLE NAME PAN No. (Mandatory for all the applicants) DATE OF BIRTH (In case of minor)

1. Mr./Mrs./Miss _____
(Sole / First Applicant)
2. Mr./Mrs./Miss _____
(Second Applicant)
3. Mr./Mrs./Miss _____
(Third Applicant)

Guardian's Name (in case the Sole / First Applicant is a Minor) : Mr./Mrs./Miss _____

ADDRESS OF SOLE/FIRST APPLICANT _____

TELEPHONE NO. RESIDENCE: _____ OFFICE: _____ MOBILE: _____ EMAIL ID: _____

DECLARATION:
 I/We declare that this Deposit is not made out of funds acquired by me/us by borrowing or by accepting deposits from any other person(s). I/We am/are resident(s) in India within the meaning of the Foreign Exchange Management Act, 1999 and am/are not depositing this amount as nominees of any non-resident. I/We declare that the first named depositor mentioned hereinabove 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 confirm that the Company has furnished to me/us the particulars required to be given as per the Companies (Acceptance of Deposits) Rules, 1975. The Deposit will be subjected to terms and conditions governing the fixed deposits from public which I/We agree to be bound by them. I/We declare that what is stated by me/us in this application is true and correct.

* Signature in scripts other than English, Gujarati, Hindi or Marathi & Thumb impressions must be attested by Magistrate or Notary Public or Special Executive Officer. Attestation of Left Hand Thumb impression / signature of sole/first depositor.

Signature _____ Designation / Authority _____

SIGNATURE(S) OF THE APPLICANT(S)	
First Applicant (Guardian in case of Minor)	
SECOND APPLICANT	
THIRD APPLICANT	

Other details about the Sole Applicant - Category of the Sole/First Applicant
 Share Holder
 Folio No.: _____
 DP ID: _____ Client ID: _____
 DP Name: _____
 Others _____

SAFETY CLAUSE (BANK DETAILS OF THE SOLE/FIRST APPLICANT)
 Name of Bank: _____ Branch: _____
 Please tick appropriate ECS Yes / No
 9-Digit MICR Code: _____
 Current/Saving Account Number _____
 (Please attach a copy of your Bank's cheque for verification)

NOMINATION (OPTIONAL) FORM for Deposit in NOT MORE THAN TWO NAMES
 (Where the Deposit is made in the name of a minor, the Nomination should be signed by a person lawfully entitled to act on behalf of the minor)
 I/We nominate the following person to whom in the event of my/our/minor's death the amount of this deposit may be returned by the Company

Name and Address of the Nominee	Relationship with Depositor (if any)	Age of the Nominee	Date of Birth of the Nominee (If Nominee is a Minor)*

* As the nominee is a minor (age below 18 years) on this date, I/We appoint (Name, address & age) _____

to receive the amount of the Deposit and interest thereon on behalf of the nominee, in the event of my/our/minor's death during the minority of the nominee.

Name and address of two witnesses for Nomination only 1 _____ 2 _____ Place _____ 1 _____ Date _____ 2 _____ Signature of Witnesses _____	SIGNATURE (S) OF APPLICANT (S) FOR NOMINATION Sole/First Applicant (Guardian in case of Minor): _____ Second Applicant: _____ Place _____ Date: _____
--	---

FOR OFFICE USE ONLY - Please do not write in this block

Period of Deposit	Deposit Receipt No.	Date of Receipt	Date of Deposit	Checked by	Authorised by

ACKNOWLEDGMENT SLIP
GODREJ PROPERTIES LIMITED

Registered Office : Godrej Bhavan, 4th Floor, 4A Home Street, Fort, Mumbai - 400 001 Tel : 91-22-66510200 Fax: 91-22-22072044 Website: www.godrejproperties.com

 Received with thanks from Mr./Mrs./Miss..... cheque/draft No.....
 For Rs..... Dated...../...../20... drawn on Bank, Branch as Fixed Deposit for a period ofmonths (VALID SUBJECT TO REALISATION OF CHEQUE/DRAFT)
 Date:...../...../20..... For Godrej Properties Limited

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

a. **Name of the Company : Godrej Properties Limited**

b. **The date of incorporation of the company : 8th February, 1985**

c. **The business carried on by the company and its subsidiaries with the details of Company's Project**

1. The Company is engaged in the business of real estate development viz. Residential, Commercial, and Township development.

2. Project Location : The Company has projects at various locations viz.
Ahmedabad, Bangalore, Kolkata, Kochi, Chennai
Chandigarh, Gurgaon, Hyderabad, Mangalore, Pune and Mumbai.

3. Subsidiary Companies and their business:

Name of the company

Godrej Developers Pvt. Ltd.

Godrej Realty Pvt Ltd.

Godrej Waterside Properties P. Ltd.

Happy Highrises Ltd.

Godrej Buildcon Pvt. Ltd.

Godrej Premium Builders Pvt. Ltd.

Udhay-GK Realty Pvt. Ltd.

Business

Real Estate & Property Development

Real Estate & Property Development

Real Estate & Property Development

Real Estate & Property Development

Real Estate & Property Development

Real Estate & Property Development

Real Estate & Property Development

Name of the company

Godrej Real Estate P. Ltd.

Godrej Sea View Properties P. Ltd.

Godrej Estate Developers P. Ltd.

Godrej Buildwell Pvt. Ltd.

Godrej Garden City Properties Pvt. Ltd.

Godrej Projects Development Pvt. Ltd.

Business

Real Estate & Property Development

Real Estate & Property Development

Real Estate & Property Development

Real Estate & Property Development

Real Estate & Property Development

Real Estate & Property Development

d. **Brief particulars of the management of the Company :**

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

e. **Names, Address and Occupations of the Directors :**

Name	Address	Occupation
Mr. Adi B. Godrej - Chairman	Aashraye, Godrej House, 67H, Walkeshwar Road, Mumbai 400 006.	Industrialist
Mr. Nadir B. Godrej	40-D, The Trees, B.G. Kher Marg, Malabar Hill, Mumbai 400 006.	Industrialist
Mr. Jamshyd N. Godrej	40-D, The Trees, B.G. Kher Marg, Malabar Hill, Mumbai 400 006.	Industrialist
Ms. Parmeshwar A. Godrej	Aashraye, Godrej House, 67H, Walkeshwar Road, Mumbai-400 006.	Company Director
Mr. Milind S. Korde - Managing Director	302, Hira Baug, Plot No. 254, Telang Rd, Matunga, Mumbai 400 019.	Service
Mr. Pirojsha A. Godrej - Executive Director	Aashraye, Godrej House, 67H, Walkeshwar Road, Mumbai-400 006.	Service
Mr. Amit B. Choudhury	C-304, Golden Oak CHS, Hiranandani Gardens, Powai, Mumbai - 400 076	Company Director
Mr. Keki B. Dadiseth	8A Manek, L.D. Ruparel Marg, Malabar Hill, Mumbai - 400 006	Company Director
Mrs. Lalita D. Gupte	Mhaskar Building, 153 - C, Sir Bhalchandra Road, Matunga, Mumbai - 400 019.	Banker / Financial Expert
Mr. Pranay Vakil	701, A Wing, Olympus, Apt 5C, Altamount Road, Mumbai - 400 026	Company Director
Dr. Pritam Singh	H. No. A-2/14, PWO Complex, Plot No. 1A, Sector 43, Gurgaon, 122001, Haryana	Professor
Mr. S. Narayan	8 Golf Apartments, Sujjan Singh Park, New Delhi - 110 003	Retd. IAS Officer
Mr. Amitava Mukherjee	52 Panchsheel, 64 Pali Hill, Bandra, Mumbai - 400 050.	Professional
Mr. K. T. Jithendran - Executive Director	103, Raheja Acropolis, Atlantis Bldg, Deonar Pada, Deonar Village, Chembur, Mumbai - 400 088.	Service

f & g. Profit of the company, before and after making provision for tax, for the three financial years immediately preceding the date of advertisement & Dividend declared by the company:

	(Rs. Lac)	(Rs. Lac)		
For the Financial Year Ended	Profit (after exceptional item) Before Tax	Profit (after Exceptional item) After Tax	Dividend	Dividend ** (Rs. Lacs)
2010-2011	15,555.54	10,623.69	45%	3,143.25
2009-2010	15,874.59	12,184.11	40%	2,794.00
2008-2009	10,603.43	7,473.54	25%	1,510.51

** excluding dividend distribution tax

h. **A summarised financial position of the Company in the two audited balance-sheet immediately preceding the date of advertisement :**

Particulars	As on 31.03.11 (Rs. Lac)	As on 31.03.10 (Rs. Lac)	Particulars	As on 31.03.11 (Rs. Lac)	As on 31.03.10 (Rs. Lac)
Share Capital	6,985.00	6,985.00	Fixed Assets	1,376.90	1,050.60
Reserves & Surplus	81,519.38	74,557.18	Investments	7,887.90	24,777.24
Secured Loans	41,888.97	12,846.81	Deferred Tax Assets	81.90	27.95
Unsecured Loans	39,706.95	32,643.37	Current Assets	53,356.94	35,365.24
Current Liabilities & Provisions	28,751.45	16,352.27	Loans & Advances	136,148.11	82,163.60
	198,851.75	143,384.63		198,851.75	143,384.63

NOTE : Brief Particulars of contingent liabilities :

Particulars	2010-11 (Rs. Lac)	2009-10 (Rs. Lac)
Uncalled amount of Rs. 80/- & Rs. 30/- on 70 & 75 partly paid shares respectively of Tahir Properties Limited	0.08	0.08
Claims against the company not acknowledged as debts represents cases filed by parties in the Consumer forum and High Court and disputed by the company as advised by our advocates. In the opinion of the management the claims are not sustainable.	301.44	7.99
Claims against the Company under the Labour Laws for disputed cases.	19.89	19.89
Guarantees given by Bank, counter guaranteed by the company	1227.34	305.00
Claims against the Company under Bombay Stamp Act, 1958	148.50	148.50
Other Claims against the Company not acknowledged as debt	39.25	99.25
Claims against the Company under Income Tax Act, Appeal Preferred to Commissioner of Income Tax (Appeals)	5.59	33.70

i. the amount which the company can raise by way of deposit under these rules and the aggregate of deposits actually held on the last day of the immediate preceding financial year Rs. In Lacs

	As of 31.03.2011	Amount
1. Deposit from Public		22,126.09
2. Deposit from Shareholders		8,850.44
Total		30,976.53
3. Aggregate of Deposit actually held on 31.03.2011		8,404.33

j. The Company has no over due deposits, other than Unclaimed Deposits as on the date of this Advertisement

k. Declaration: The Company hereby declares:

- that it has complied with the provision of Companies (Acceptance of Deposit) Rules, 1975 as amended upto date;
- that compliance with these Rules does not imply that repayment of deposits is guaranteed by the Central Government;
- that the deposits accepted / renewed by the company (other than secured deposits, if any, accepted under the provisions of these rules, the aggregate amount of which may be indicated) are unsecured and ranking pari passu with other unsecured liabilities; and
- that it is not in default in the repayment of any deposit or part thereof and any interest thereupon in accordance with terms and conditions of such deposits.

This advertisement is issued on the authority and in the name of Board of Directors of the Company. The text of the advertisement has been approved by the Board of Directors at its meeting held on July 22, 2011, and a copy thereof, signed by majority of the Directors of the Company, has been filed with the Registrar of Companies, Maharashtra.

By Order of the Board,
For Godrej Properties Ltd.

Milind S. Korde
Managing Director