



THE YASH BIRLA GROUP

Fixed Deposit Scheme



ZENITH BIRLA (INDIA) LTD.

(Formerly known as Zenith Ltd.)

Registered Office : Dalamal House, 1st Floor, Nariman Point, Mumbai - 400 021.

Secretarial Dept. : Industry House, 5th Floor, 159, Churchgate Reclamation, Mumbai - 400 020.

Tel : 022 - 2202 6340



SCHEMES

SCHEME A – Non Cumulative Deposit Period

Period	Minimum Deposit (₹)	Interest Rate (p.a.)
12 months	10000	11.00%
24 months	10000	11.50%
36 months	10000	12.00%

Interest payable half yearly

SCHEME B – Cumulative Deposit Period

Period	Minimum Deposit (₹)	Maturity Value (₹)	Interest Rate (p.a.)	Effective Yield (p.a.)
12 months	10000	11130	11.00%	11.30%
24 months	10000	12506	11.50%	12.53%
36 months	10000	14185	12.00%	13.95%

Interest compounded half yearly and payable on maturity



HIGHLIGHTS

- An additional interest of 0.50% shall be paid to the following category, provided the applications are received directly by the Company: (a) Shareholders of Zenith Birla, or (b) Employees of Yash Birla Group, or (c) Senior Citizens (60 years & above).

- In case of Single deposit of ₹ 1,00,000/- and above, additional interest of 0.25% p.a. will be offered, irrespective of the period of deposit.

Note : Any person availing both the above option for three years (36 months) will get total interest of 12.5% p.a. as per Companies (Acceptance of Deposit) Rules, 1975

- ▲ Minimum amount of deposit to be accepted is ₹ 10,000/- and in multiple of ₹ 1,000/- thereafter.
- ▲ Nomination facility available.
- ▲ Premature withdrawal permissible as per the statutory guidelines and at the discretion of the Company.
- ▲ Post dated Interest Warrants for each financial year will be dispatched in advance.
- ▲ Income Tax will not be deducted upto the interest amount of ₹ 5,000/- in a Financial Year, subject to any change in the applicable Tax Laws.



HOW TO APPLY

- ▲ Kindly follow the instructions given in the Application Form.
- ▲ Payment should be made by means of an "A/c Payee" cheque/draft on a scheduled bank in favour of "Zenith Birla (India) Ltd." payable at the specific collection centers of the Lead Managers.
- ▲ Local Cheques will be accepted at Mumbai, Ahmedabad, Surat, Vadodara, Pune, Delhi, Hyderabad, Bangalore, Chennai, Kochi, Kolkata, Coimbatore, Trivandrum, Jaipur, Chandigarh, Kanpur.
- ▲ Application Form along with necessary remittance to be submitted to the Managers to the Fixed Deposits Schemes.
- ▲ Cash will not be accepted.

Acceptance of deposits are subject to the terms & conditions mentioned overleaf

Application Forms will be available & deposits will be accepted by lead managers at the following centres:



RR Investors Retail Services Pvt. Ltd.

47, M.M. Road, Rani Jhansi Marg, Jhandewalan,
New Delhi – 110055 Tel- 011- 23636362/ 63

Ahmedabad : 401 - Abhijit Bldg. -1, Opp. Bhuj Mercantile Bank, Mithakali Six Road,
Navarangpura Ahmedabad -390009 Gujarat Tel- 079-26467260/26404241
Bangalore : 5-111, Manipal Centre, 47, Deckenson Road, M. G. Road, Bangalore-560042,
Karnataka Tel- 080-42477177/101-03
Chandigarh : SCO-222-223, Gr. Floor, Sector-34A, Opp. State Library, Chandigarh-160034
Punjab Tel- 0172-2624796/4620067
Chennai : 3rd Floor, Precision Plaza, New #397, Teynampet, Annasalai, Chennai-600018,
Tamilnadu Tel- 044-42077370/42077371
Dehradun : 56, 1st Floor, Rajpur Road, Opp. Madhuban, Dehradun-248001 Uttarchal
Tel- 0135-3258181
Jaipur : 7, Katewa Bhawan, Opp. Ganapati Plaza, MI Road, Jaipur-302001, Rajasthan
Tel- 0141-3235456/ 5113317
Kolkata : 704, Krishna Bldg., 224, A/C Bose Road, Kolkata- 700017, West Bengal Tel- 033-22802963/22806878
Lucknow : G-32, Shriram Tower, 13, Ashok Marg, Lucknow-226001, Uttar Pradesh Tel- 0522-4057615-6
Mumbai : 82/1, Apollo House, Ground Floor, Mumbai Samachar Marg, Fort, Mumbai-400023
Maharashtra Tel- 40544201 & 22642688
Vadodara : 222, Sidharth Complex, R. C. Dutta Road, Alkapuri, Vadodara-390007 Gujarat
Tel- 0265-3256190/2353195

All communication with regard to Fixed Deposit should be addressed to the Registrars to Fixed Deposit Scheme, at the Addresses given below.

ADROIT CORPORATE SERVICES PRIVATE LIMITED,

17-20, Jafferbhoy Indl. Estate, 1st Floor, Makhwana Road, Marol Naka, Andheri (E), Mumbai-400059.
Tel. No. : (022) 4227 0427 / 400, 2859 6060 / 4060 Fax : (022) 2850 3748



E-mail : sandeeps@adroitcorporate.com

TERMS AND CONDITIONS GOVERNING FIXED DEPOSIT SCHEME



Applications

- 1) Application should be made in the prescribed form duly completed in all respects and must be accompanied by an 'Account Payee' cheque/draft in favour of **ZENITH BIRLA (INDIA) LTD.** Cash will not be accepted.
- 2) Proof of Age for Senior Citizen as evidence by the copy of Passport, Pan Card, Voter Card, Driving Licences or any other documents will have to be attached along with the Application Form at the time of acceptance of deposit.
- 3) The Application Form along with the necessary remittances should be sent to the Managers to the Fixed deposit Schemes, at any of their offices.
- 4) Fixed Deposit will be accepted from resident individuals, Domestic Company, group of persons, registered societies, registered trusts and minors through their guardians.
- 5) Fixed Deposits will not be accepted from unregistered trusts and partnership firms.
- 6) In case of deposit from a shareholder of the Company, the shareholder should be a holder of shares on the date of deposit.
- 7) A deposit in joint names will be treated as a deposit from a shareholder if any one of the joint deposits is a shareholder.
- 8) Thumb impressions in place of signature will not be accepted unless duly attested by a Special Executive Magistrate or a Notary Public.
- 9) In case the Deposit Schemes not being marked at all or not indicated clearly, the Company will consider the Application to have been made under 'Scheme A'. An option once exercised will be binding and irrevocable.



Interest

- 10) The period of Fixed Deposit and the calculation of interest thereon will commence from the date of realization of the cheque or draft by the Company and will cease on maturity. No Interest will be payable on interest warrants lost in transit or misplaced.
- 11) Interest shall be payable half yearly on 30th Sept and 31st March and as on maturity. Interest on deposits placed during six weeks prior to the date of interest payment will be paid on the subsequent interest payment date. Interest will be calculated on the basis of 365 days where interest is payable for a duration other than six months.
- 12) In case of Single Deposit of ₹ 1,00,000/- and above, additional interest of 0.25% p.a. will be offered, irrespective of the period of deposit.
- 13) An additional interest of 0.50% shall be paid to the following category, provided the applications are received directly by the Company : (a) Shareholders of Zenith Birla, or (b) Employees of Yash Birla Group, or (c) Senior Citizens (60 Years) and above.

Note : Any person availing both the above option for 3 years (36 months) as mentioned at point 12 & 13 will get total interest of 12.5% p.a. as per Companies (Acceptance of Deposit) Rules, 1975.



Tax Deduction

- 14) Income Tax will be deducted at source wherever applicable, from the interest paid or credited if it exceeds ₹ 5,000/- or any such amount notified by the Government from time to time in any financial year as per statutory requirement.
- 15) In case where the interest exceeds ₹ 5,000/- (or any such amount notified by the Government from time to time) in a financial year, individual depositors, who are not liable to pay income tax, may submit a declaration in Form 15G in duplicate to the Registrar in the beginning of every financial year, so as to receive interest without deduction of tax at source, failing which tax will be deducted at source in accordance with Section 194A of the Income Tax Act, 1961. Senior Citizens may submit declaration in Form 15H. TAX DEDUCTED DUE TO NON-COMPLIANCE WITH THIS CONDITION WILL NOT BE REFUNDED.
- 16) All depositors placing deposits of ₹ 50,000/- & above would be mandatorily required to furnish their PAN No. as allotted to them by Income Tax Department. In the event PAN No. is yet to be allotted, acknowledged copy of the Application submitted to Income Tax Department for this purpose shall be furnished.



Renewal and Repayment

- 17) The Deposit will be repaid only on maturity. However, Company reserves the right to repay the deposit prior to the date of maturity. In case of such premature repayment, Deposit Receipt must be discharged by all the depositors as per specimen signature(s) registered with the Company. In accordance with Rule 8 of the Companies (Acceptance of Deposit) Rules, 1975 fixed deposits may be repaid by the Company after the expiry of 6 months of its acceptance but before the expiry of the contracted period, in which case, the rate of interest payable shall be reduced by 1% of the rate which the Company would have paid, had the deposit been accepted for the period for which such deposit has actually run.
- 18) The Fixed Deposit Receipt duly discharged on a revenue stamp of ₹ 1/- should be sent to the Registrar of the Fixed Deposit Scheme at least 30 days before the date of maturity to enable the Registrar to renew or refund the deposit as the case may be, on due date. No communication shall be sent by the Company to the depositors regarding maturity.

- 19) In case of renewal, a fresh Application Form duly filled in should accompany the discharged receipt.
- 20) Repayment of principal amounts will be made by 'Account Payee' cheques on the Company's Bankers payable at par at the selected branches of the Company's Bankers in India. The cheques will be sent to the registered address of the depositor. Where the due date for payment falls on a Sunday/Bank Holiday, the payment will be made on the next working day.
- 21) No change in the first name of the depositor is permitted at the time of renewal.



Joint Deposit

- 22) Deposits will be accepted in joint names but not exceeding three in number.
- 23) All Fixed Deposits Receipts and all correspondence will be addressed to the person whose name appears first on the Application Form. All warrants/cheques for payment of interest and repayment of principal amount will be drawn in favour of the first named depositor. Discharge given by such depositor shall be valid and binding on all the depositors.
- 24) In the event of the death of the first depositor, the second named depositor will be the first depositor on production of Death Certificate and all payments on account of principal amount and interest will be paid to that first depositor without reference to the heirs of legal representatives.



Nomination

- 25) Nomination facility may be availed only by individuals singly. Minors may also be nominated. However, the applicants should appoint a guardian other than himself / herself, who must sign the Application Form. In the event of the death of the deposit holder, the Company will deal with the guardian till the minor attains the age of majority. The nominee must be Resident Indian only. An NRI cannot be nominated. If the nominee pre deceases the name of the deposit holder, the applicant can, on production of the death certificate, substitute the name of the nominee and guardian.
- 26) In case of deposits in a single name where no nominations is received, the executor or administrator of a deceased depositor, shall be deemed to be the deposit holder on production of a valid probate, succession certificate or letter of administration. However, the Company may, at its sole discretion, dispense with the requirement of production of a probate or succession certificate or letter of administration upon such terms as to indemnify or otherwise as it may consider adequate.



Fixed Deposit Receipt

- 27) The Fixed Deposit receipt will be forwarded by registered post / courier at the address given in the Application Form within 8 weeks of realization of the cheque or draft.
- 28) The Fixed Deposit receipt is not transferable.
- 29) In the event of loss, destruction or mutilation of the Fixed Deposit Receipt, the Company may, at its sole discretion, issue a duplicate receipt on request of the depositor, subject to compliance with the terms and conditions including indemnity from the depositor(s) in such form as the Company may require. All expenses in this connection will be borne by the depositor.



General

- 30) The Company will not accept or recognize any lien or assignment on Fixed Deposit and/or interest thereon.
- 31) Where the first named depositor becomes a non resident, the principal and interest will not be credited to any non resident external account or allowed to be repatriated out of India.
- 32) The brokerage on Fixed Deposit will be paid only to the Managers to the Fixed Deposit Schemes whose name is given in the Application Form.
- 33) In case of loss of refund / interest cheque, a duplicate thereof will be issued only 3 months after the expiry of the validity of the cheque and on production of an indemnity bond duly signed by all depositors. All expenses in this connections will be borne by the depositors.
- 34) Any change in address, name etc. must be notified to the Registrar at least 30 days before the date on which any payment falls due.
- 35) Fixed Deposits will be subject to Companies (Acceptance of Deposits) Rules, 1975, as amended from time to time.
- 36) The Company reserves the right to discontinue the acceptance or renewal of Fixed Deposits at any time at its sole discretion and to amend / alter any of the conditions stipulated above or to reject any Application without assigning any reason thereof.
- 37) In order to prevent fraudulent encashment, it is mandatory for the depositor to furnish the bank account particulars in the space provided in the Application Form.
- 38) Deposits are subject to Mumbai Jurisdiction only.
- 39) These rules form part of the prescribed Application Form.



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Tel : 022 - 2202 6340

MANAGER'S NAME & ADDRESS

RR INVESTORS RETAIL SERVICES PVT. LTD.
47, MM ROAD, RANI JHANSI MARG,
JHANDEWALAN, NEW DELHI-55

APPLICATION FORM FOR FIXED DEPOSIT

This deposit is subject to the terms and conditions governing the acceptance of deposits printed alongside.

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

I / We the undersigned apply for the placement of fixed deposit as under :

Date _____

	FIRST NAME	MIDDLE NAME	SURNAME
Mr./Mrs./Miss			
Mr./Mrs./Miss			
Mr./Mrs./Miss			
NAME OF THE GUARDIAN (in case of minor) Mr./Mrs./Miss			

DATE OF BIRTH (In case of minor) _____

Address of first Depositor : _____

_____ PIN _____
 (Please ensure that PIN code is entered)

Tel. No. _____

Mobile _____ Email ID : _____

Deposit Details : Amount Rs. _____
 Rupees _____)

Cheque/Draft No. _____

Drawn on _____

Dated _____ Branch _____

Renewal of Deposit :

FDR No. _____

Maturity Date _____ Principal Amount _____

Bank Details : (Refer to Point No. 37)

Bank Account No. _____

Type : Saving Current

Bank Name _____

Branch _____

Scheme Details :

Period 12 months 24 months 36 months

Scheme Non Cumulative Cumulative

Particulars of other Deposits with the Company

FDR No.(s) _____

Tax to be deducted PAN/GIR No. (Copy of PAN Card mandatory)

Tax not to be deducted (Form 15 G/H enclosed)

Refer point No. 15 in terms & conditions.

Status of Depositor : Resident Individual Others (pls. specify)
 Domestic Company Specify _____

Category of Depositor :

Public Shareholder of the Company
 Folio No./Client ID & DP ID _____

Employee of Yash Birla Group

Senior Citizen

Others _____

Deposit to be repaid to : Sole/First Depositor
 Either or Survivor
 Anyone or Survivor

Nomination Form (To be filled in by individual(s) applying singly or jointly)

I/We _____
 wish to make a nomination and do hereby nominate the following person to whom all right of the amount payable in respect of the deposit shall vest in the event of my/our death.

Nominee's Name _____
 Guardian's Name* _____
 Date of Birth* _____ Relationship _____
 Address _____

Declaration

I/We hereby declare that I am / are persons resident of India.
 I/We hereby declare that the money being deposited is not out of funds acquired by me / us borrowing or accepting deposit from another person.
 I/We declare that the first named depositor mentioned in this Application is the beneficial owner of the deposit and is to 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 the Terms & Conditions governing the "Fixed Deposit Scheme" and agree to abide by the same.

First Applicant Signature _____
 Second Applicant Signature _____
 Third Applicant Signature _____

FOR OFFICE USE ONLY

Renewal of old FDR										New FDR										
dd	/	mm	/	yy			F	N												
							F	C												





ZENITH BIRLA (INDIA) LTD.

(Formerly known as Zenith Ltd.)

Registered Office : Dalamal House, 1st Floor, Nariman Point, Mumbai - 400 021.

Particulars as per the Companies (Acceptance of Deposit) Rules, 1975 as amended to Date:

a) Name of Company : Zenith Birla (India) Ltd.

b) Date of Incorporation : 05.08.1960

c) Business of the Company and its subsidiaries with details of branches of our units if any:

The Company is a part of the very well known Yash Birla Group & the Company is engaged in manufacturing of Steel Pipes. The Company has units at the following places: a) Khopoli, b) Murbad and c) Tarapur.

The Company is engaged in manufacturing of Black and Galvanized Pipes, which are mainly used in Building Construction, Agriculture and Industrial Sector.

Business of the subsidiaries: The Company is having two subsidiaries viz. Zenith (USA) Inc. and Zenith Middle East FZE. Zenith (USA) Inc. was incorporated in the State of Delaware. The Company is general trader in steel pipes and other products. Generally it imports steel pipes from India and sells them to various customers through out the United States of America. Zenith Middle East FZE was incorporated under the laws of Jabel Ali Free Zone Authority, Dubai. The Company is importer and exporter of steel pipes and other products.

d) Brief particulars of Management: The Company is managed by Managing Director, subject to the superintendence, direction and control of the Board of Directors.

e) Board of Directors:

NAME	ADDRESS	OCCUPATION
Mr. Yashovardhan Birla (Chairman)	Birla House, 21, Mount Pleasant Road, Mumbai - 400 006.	Industrialist
Mr. M. S. Arora	601, Dayashreeji Apartments, Gokuldham, Goregaon (East), Mumbai - 400 063.	Managing Director
Dr. D. V. Kapur	405, Aradhana Apartments, Sector-13, R.K. Puram, New Delhi - 110 066	Retired Government Executive
Mr. Augustine P. Kurias	Villa Kurias, 5 Cosmos Gardens, 460, SVP Road, Borivali (West), Mumbai - 400 103.	Retired Bank Executive
Mr. Anoj Menon	8, Gokulam, Plot No. 219, Tamil Sangam Road, Sion (E), Mumbai - 400 022.	Partner with Solicitor Firm
Mr. P.V.R. Murthy	401, Clayton Apartments, Rizvi Complex, Near Rizvi College, Bandra (West), Mumbai - 400 050.	Company Executive

f & g) Total Income, Profit of the Company before and after making provisions for tax for the three financial years immediately preceding the date of advertisement: (₹ in Lacs)

For the accounting year ended	Period	Total Income	Profit/(Loss) before taxation	Profit/(Loss) after taxation	Dividend declared (%)
31st March, 2009	12 months	58425.70	2077.04	1537.48	6%
31st March, 2010	12 months	50485.37	1996.63	1195.86	20%
31st March, 2011	12 months	51078.52	1518.83	1088.42	NIL

h) Summarised Financial positions of the Company as appearing in the two latest audited Balances Sheets: (₹ in Lacs)

Liabilities	As at 31.03.2011	As at 31.03.2010	Assets	As at 31.03.2011	As at 31.03.2010
Share Capital	13622.92	5374.28	Fixed Assets (Net)	12517.72	12262.76
Res. & Surplus	16745.47	13103.61	Investments	364.49	260.59
Secured Loans	8544.15	10439.41	Current Assets	28044.93	24741.42
Unsecured Loans	3744.44	1503.59	Loans & Advances	27828.01	19537.12
Current Liab. & Prov.	25652.84	25921.09			
Deferred Tax Liability	445.33	459.91			
TOTAL	68755.15	56801.89	TOTAL	68755.15	56801.89

Note : Brief particulars of the contingent liabilities

(₹ in Lacs)

Sr. No.	Particulars	As at 31.03.2011	As at 31.03.2010
1.	Disputed Sales Tax Demand	NIL	NIL

i) The amount which the Company can raise by way of deposit under the Companies (Acceptance of Deposit) Rules, 1975, as amended to date. (₹ in Lacs)

From Public	7592.10
From Shareholders	3036.84
Aggregate amount of deposit actually held on the last day of immediately preceding financial year i.e. 31st March, 2011	3464.17

j) The company has no overdue deposit other than unclaimed deposit, on the date of advertisement.

k) It is hereby declared that:

- The company has complied with the provisions of Companies (Acceptance of Deposit) rules 1975 amended to date.
- The compliance with the aforesaid rules does not imply that repayment of deposits is guaranteed by the Central Government.
- The deposit accepted by the company are unsecured and rank pari passu with other unsecured liabilities of the Company.
- The company is not in default in the repayment of deposit or part thereof or any interest thereon to any small depositors, except for the waiver of interest of ₹ 75 lacs granted by BIFR vide its order dated 8th January, 1996, no small depositor have waived any interest accrued on deposit.

The text to this advertisement was approved by the Board of Directors in its meeting held on 25th May, 2012.

This advertisement is issued on the authority and in the name of the Board of Directors of the Company. Fixed deposits shall be accepted subject to the terms and conditions of the fixed deposit scheme of the Company as given in the application form.

The text of the advertisement has been delivered to the Registrar of Companies, Maharashtra, Mumbai for registration, signed by majority of Directors of the company/their agent duly authorized in writing.

Under Authority of the Board of Directors

M. S. Arora
(Managing Director)

Mumbai
31.05.2012