

TALBROS AUTOMOTIVE COMPONENTS LIMITED

Regd. Office : 14/1, Delhi Mathura Road, Faridabad 121 003 (Haryana) Tel. : 0129-2275434-37

APPLICATION FOR FIXED DEPOSIT

RR INVESTORS RETAIL SERVICES PVT. LTD.

I/We hereby apply for a Fixed Deposit with your Company as per details given below :

ABOUT THE DEPOSITOR(S) (In Capital Letters)

(i) Mr./Mrs./Miss.

(ii) Jointly with
Mr./Mrs./Miss

(iii) In case of minor
Guardian's Name Mr./Mrs./Miss

(iv) Date of Birth of Minor _____
ADDRESS OF FIRST DEPOSITOR
(IN CAPITAL LETTERS) _____

_____ Pin Code Ph. No.

1. Amount of Deposit Rs. (Rs. _____ only)

2. Mode of Deposit Cheque/DD No. _____ Dt. _____ for Rs. _____
Drawn on _____
 Renewal of FDR No. _____ Dt. _____ for Rs. _____
with/without accrued Interest

3. Scheme Option Quarterly Income Scheme-A Cumulative Income Scheme-B

4. Period of Deposit 12 24 36 Months

5. Category Public Employee Shareholder Folio No. _____

6. Existing Deposit with the Company No Yes F.D.R. No. _____
 I.T.P.A. No. _____

7. (i) Tax to be deducted Yes No

(ii) Form 15H/15G Furnished Yes No

8. F.D.R. to be despatched By post To my broker

9. Bank Account Details Bank / Ac. No. _____ Bank _____

10. Nomination Name of the Nominee Mr. / Mrs. / Miss. _____

Relationship with the first applicant _____
Address _____

REQUEST :
Pursuant to Rule 31(3) of the Income Tax Rules - 1962, Kindly issue me/us one consolidated certificate in form 16A (if applicable) for tax deducted during the financial year.

DECLARATION :
I/we confirm that particulars given above are true and correct.
I/we have read and understood the terms & conditions governing this amount and agree to abide by them.
I/we declare that I am/we are residents of India and not depositing this amount as nominee(s) of any person residing outside India.
I/we hereby declare that the amount is not being deposited out of the funds acquired by me/us borrowing or accepting deposits from any other person(s)
We declare that the first named depositor as mentioned in the 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.

Place _____ Signature (s) 1. _____
Date : _____ of Depositor(s) 2. _____

FOR OFFICE USE ONLY (RENEWAL/FRESH)

Application No.	FDR No.	Effective Date	Depositor Code	Existing Amt.	Part Receipt	Part withdrawal	Renewal Amt.

* Signature of Guardian in case of Minor

PARTICULARS AS PER COMPANIES (ACCEPTANCE OF DEPOSITS) RULES, 1975 AS AMENDED ARE FURNISHED BELOW :-

- A) Name of the Company : **TALBROS AUTOMOTIVE COMPONENTS LIMITED**
- B) Date of Incorporation : 8TH SEPTEMBER, 1956
- C) Business carried on by the company and its subsidiaries with details of branches or units :
Manufacturers of gaskets of all kinds, Forgings, IT Business, Sheet Metal and Rubber Moulding Plants. Seven factories, Two at Faridabad (Haryana), One at Sohna (Haryana), One at Ambattur (Madras), One at Pune, One at Bawal and One at Gurgaon & Sales Offices at Delhi, Ahmedabad & Mumbai.
- D) Brief particulars of the management of the company :
The Company is managed by the Chairman, the Vice-Chairman & Managing Director and Joint Managing Director, subject to the superintendence, control and direction of the Board of Directors.
- E) Name, address and occupation of the Directors :
- | Name & Address | Occupation |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Mr. Naresh Talwar
Chairman
D-1/36, Vasant Vihar
New Delhi - 110 057 | Business Executive |
| Mr. Umesh Talwar
Vice-Chairman
& Managing Director
152-F, Malcha Marg,
Diplomatic Enclave,
New Delhi - 110 021 | Business Executive |
| Mr. Varun Talwar
Joint Managing Director
& CEO (Forging Division)
D-1/36, Vasant Vihar
New Delhi - 110 057 | Business Executive |
| Mr. Nikhil Talwar
2, Malcha Marg,
Diplomatic Enclave,
New Delhi - 110 021 | Business Executive |
| Mr. Rajiv Sawhany
52-A, New Friends Colony,
(East) New Delhi-110065 | Senior Advocate
Supreme Court of India |
| Mr. A. K. Mehra
B-223B, Greater Kailash-I,
New Delhi-110048 | Chartered Accountant |
| Mr. V. Mohan
Waman, 46/3, Garodia Nagar,
Ghatkopar (East) Mumbai-400077 | Chartered Accountant |
| Mr. Amit Burman
E-83, Paschimi Marg,
Vasant Vihar, New Delhi-110057 | Business Executive |
| Mr. Brain Williams
3, North Brook Road,
Caversham Reading, UK
RG46PW | Company Director |

F) Profits and Dividend :

Financial Year ending 31st March	Profit Before Tax	Profit After Tax	Dividend in Percentage	Dividend Amount Rs.
2009	108.87	(162.51)	5%*	61.73
2008	847.73	677.41	15%	179.03
2007	712.28	802.28	20%	227.59

* Subject to the approval by the members in ensuing Annual General Meeting.

G) Summarized Financial Position of the company as appearing in the two latest Audited Balance Sheets i.e. 31/3/2009 and 31/3/2008.

(Rs. in Lacs)

LIABILITIES	ASAT	ASAT	ASSETS	ASAT	ASAT
	31.3.2009	31.3.2008		31.3.2009	31.3.2008
	Rs.	Rs.		Rs.	Rs.
Equity Share Capital	1234.56	1235.42	Fixed Assets	9708.93	9072.47
Reserves & Surplus	5766.77	5871.28	Investments	536.21	540.27
Secured Loans	7764.51	7061.10	Current Assets	9422.01	9772.22
Unsecured Loans	1815.24	1266.01	Loans & Advances	3286.73	3026.78
Current Liabilities	5720.08	6645.34	Intangible Assets	153.85	189.95
& Provisions			Miscellaneous	18.62	6.37
Deferred Tax			Expenditure		
Liabilities	725.19	528.91			
TOTAL	23026.35	22608.06	TOTAL	23026.35	22608.06

H. Brief particulars of contingent liabilities in respect of

(Rs. in Lacs)

PARTICULARS	As at 31.3.09	As at 31.3.08
a) Estimated Value of contracts remaining to be executed on capital account and not provided for.	84.93	210.78
b) Bills discounted with Banks.	32.58	269.54
c) Disputed demands of Excise Duty and Income Tax not provided for.	165.50	48.81
e) Guarantee in favour of Customs/Excise/Sales Tax	19.47	45.97
f) Corporate Guarantee issued on behalf of Associate Company	1.91	1.91

I. The amount which the company can raise by way of deposits under these rules.

(Rs. in Lacs)

a) i) Deposits under Rule 3(2) (i) from Shareholders or guaranteed by directors	694.63
ii) Deposits under Rule 3 (2) (ii) from Public.	1736.58
TOTAL	<u>2431.21</u>
b) The aggregate deposits actually held as on last day of the immediately preceding financial year i.e. 31st March, 2009.	<u>479.39</u>

J. Overdue Deposits :

The company has no overdue deposits other than unclaimed deposits.

K. The company hereby declares that :

- It has complied with the provisions of the Companies (Acceptance of Deposits) Rules, 1975 as amended.
- The compliance with these Rules does not imply that repayment of deposit is guaranteed by the Central Government.
- That the deposits accepted by the company are unsecured and rank pari passu with other unsecured liabilities.
- That the company 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 deposit.

The text of the advertisement was approved by the Board of Directors of the Company at their meeting held on 19th August, 2009 and a copy signed by majority of Directors on the Board of Directors of the Company as constituted at the time the Board approved the text of the above advertisement has been filed with the Registrar of Companies, NCT of Delhi and Haryana.

The advertisement is issued in the name and on the authority of the Board of Directors of the Company.

**By Order of the Board
For Talbros Automotive Components Limited
Sd/-**

Place : New Delhi
Date : 19th August, 2009

**VINOD KAWATRA
COMPANY SECRETARY**

TALBROS AUTOMOTIVE COMPONENTS LIMITED

Regd. Office : 14/1, Delhi Mathura Road, Faridabad 121 003 (Haryana)

TERMS AND CONDITIONS FOR ACCEPTING FIXED DEPOSITS

ACCEPTANCE OF DEPOSITS

1. Deposits will be accepted in multiples of Rs. 1000/- subject to a minimum of Rs. 10,000/- in schemes A&B.
2. The deposits can be placed by crossed A/c. payee cheque/ draft in favour of the Company payable at New Delhi or Faridabad. The application form alongwith the cheque/draft may be submitted at the Registered office or any of the offices of the Managers to Fixed Deposits Scheme mentioned on the first page.
3. Fixed Deposits may be made in joint names of two. The principal and interest in such cases will be paid to the person named first in the deposit receipt.
4. The first depositor will be regarded as the beneficial owner of the deposit and will be treated as the payee for the purpose of deduction of tax under section 194-A of the Income Tax Act, 1961 irrespective of whether the deposit is payable to either of the depositors or to any one of them or survivor(s) or to all of them jointly. Any discharge given by such person for payment of interest and repayment of the deposit amount shall be valid and binding on the joint holder.
5. If the deposit is in the name of minor, the name of the Guardian should be mentioned and the Guardian must sign the application form.
6. Deposits may be renewed solely at the discretion of the Company.
7. The company reserves the right to accept or reject any deposit without assigning any reason thereof.

DEPOSITS ARE ACCEPTABLE FORM NON-RESIDENTS

INTEREST

9. Income Tax will be deducted at source from the interest whenever applicable as per statutory requirements. In case of cumulative deposit, income tax will be deposited by the Company with the Central Government on the accrued amount of interest on yearly basis. Such income tax will however be deducted from the amount of interest payable on maturity of the deposit. No income tax will be deducted, if the depositor furnishes the certificate/declaration in the prescribed form as required under the Income Tax Act, 1961 and the same is furnished to the Company at least 30 days before the due date of payment/accrual of interest for each financial year.
10. The interest on fixed deposit will accrue from the date of realisation of the cheque/draft by the Company.
11. No interest will accrue on the Fixed Deposit after maturity date.
12. The interest payment cheque will be sent by Registered Post/ through Courier Service. The Company will not be responsible for any delay or loss in transit. In the event of loss of interest cheques, the Company shall issue a duplicate after receipt of confirmation of non-payment from the Bank on written request of depositor.
13. Interest against scheme A on broken period of deposit will be paid alongwith the interest for the quarter following the quarter in which deposit is made.
14. Interest and principal amount will be paid only by means of Crossed Cheque/Demand Draft and any request for cash payment therefore, will not be entertained.

15. In the event of loss of Deposit Receipt/Interest Warrant/Pay Order for payment of interest/repayment of deposit, the Company may at its sole direction issue a duplicate Deposit Receipt/Interest Warrant/Pay Order subject to compliance by the depositor(s) with such terms and conditions including indemnity bond as the Company may stipulate. All expenses in this connection will be borne by the depositor(s).
16. Any additions or alternations in the deposit Receipt can be made only at the time of renewal.
17. Deposits Receipts issued by the Company are NOT TRANSFERABLE. The Company will not accept or recognise any lien, charge or encumbrance on or assignment of the deposit and/or interest thereon.
18. Fixed Deposit Receipt will be forwarded to the depositor at the address in the application form by registered post or through courier.

RENEWAL OR REPAYMENT

19. Repayment of the principal amount of deposit/interest amount will be made by A/c payee' cheque/pay order/demand draft drawn on Company's Banker and only against surrender of the discharged deposit receipt. Any request for cash payment/ transfer will not be entertained.
20. The Fixed Deposit Receipt duly discharged on a revenue stamp must be surrendered to the Company at least 30 days prior to the date of maturity for repayment/renewal. It is not obligatory on the part of the Company to give notice/advance intimation about the maturity of deposit.
21. Where the due date of any payment falls on Sunday/Bank Holiday or any other day on which the Company's office remains closed, the payment will be made on the next working day.

SUCCESSION

22. In the event of death of the first holder and subject to specific instructions to the contrary, the payment of the deposit and any payment of interest shall be made to the person first in order of the survivor on production of death certificate without reference to the heir(s) and/or legal representative(s) of the deceased depositor to produce Succession Certificate, Letter of Administration, Probates of Will etc., to the satisfaction of the Company.

PREMATURE PAYMENT

23. The Fixed Deposit will be repaid only on maturity and not on demand or notice. The Company, however reserves the right to repay the deposit before the due date of maturity at its discretion in the event of which rate of interest shall be as per the provisions of the Companies (Acceptance of Deposit) Rules, 1975 and as amended from time to time.

GENERAL

24. The Company also reserves the right to alter or amend, without notice, any or all the terms and conditions stipulated above. The Company may in special cases accept Fixed Deposit of any amount of not less than Rs. 1,000/-.
25. The Fixed Deposits will be accepted subject to the Rules and Regulations framed from time to time by Central Government/ RBI/ or any other competent authorities in connection with acceptance of deposits by non-banking and non-financial companies.

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FIXED DEPOSIT SCHEMES

QUARTERLY INCOME-SCHEME "A"		
Period	Minimum Amount (in Rs.)	Rate of Interest p.a. (in%)
1 Yr.	10,000	11.00
2 Yrs.	10,000	11.50
3 Yrs.	10,000	12.00

CUMULATIVE INCOME-SCHEME "B"				
Period	Minimum Amount (in Rs.)	Rate of Interest	Maturity Value* (in Rs.)	Annual yield (in%)
1 Yr.	10,000	11.00	11,146	11.46
2 Yrs.	10,000	11.50	12,545	12.73
3 Yrs.	10,000	12.00	14,258	14.19

* Subject to deduction of tax at source as applicable.

HOW TO APPLY

- Fill in the attached Application Form appropriately.
- Forward Separate Application for Scheme 'A' and Scheme 'B'.
- The amount should be deposited by a crossed Account Payee Cheque/Bank Draft Payable at New Delhi/Faridabad drawn in favour of 'TalbroS Automotive Components Limited.'
- The Application form duly filled in along with necessary remittance should be sent to the Registered Office of the Company or undermentioned Manager to this scheme.

MANAGER TO THE SCHEME



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 : S-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 Uttranchal Tel- 0135-3258181

Jaipur : 7, Katewa Bhawan, Opp. Ganapati Plaza, MI Road, Jaipur-302001, Rajasthan Tel- 0141-3235456/ 5113317

Kolkata : 704, Krishna Bldg., 224, AJC 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