

**TATA MOTORS****TATA MOTORS LIMITED**

Regd. Office: Bombay House, 24, Homi Mody Street, Mumbai - 400001.
Website: www.tatamotors.com

SCHEME - A		
QUARTERLY INCOME PLAN *		
Period	Minimum Amount (Rs.)	Rate of Interest (p.a.)
1 Year	20,000	10.00%
2 Years	20,000	10.50%
3 Years	20,000	11.00%

* Monthly interest option available in case of deposits of Rs.1 lakh & above

SCHEME - B				
CUMULATIVE DEPOSIT PLAN				
Period	Minimum Amount (Rs.)	Rate of Interest* (p.a.)	Maturity Value (Rs.)	Yield (p.a.)
1 Year	20,000	10.00%	22,076	10.38%
2 Years	20,000	10.50%	24,607	11.52%
3 Years	20,000	11.00%	27,696	12.83%

* Compounded quarterly

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

- Additional amount of deposits will be accepted in multiples of Rs. 10,000/-
- Interest and maturity value payments are subject to deduction of tax at source, wherever applicable.
- Deposits will be accepted from Individuals, Minors (through Natural Guardians), Non Resident Indians/Persons of Indian Origin, HUFs, Association of Persons, Registered Societies and Registered Trusts.
- Interest will be calculated from the date of realization of cheque and will be rounded off to the nearest Rupee.
- The Company reserves the right to vary the terms, including interest and brokerage, for deposits of Rs.20,00,000/- & above.
- Recurring Deposit Plan for employees of the Company only.

Application Forms can be submitted at the designated offices of the Authorised Brokers, Collection Bank, Company and the Registrars.

AUTHORISED BROKERS

JM FINANCIAL	JM FINANCIAL SERVICES PVT LTD	KOTAK SECURITIES LIMITED	TATA SECURITIES LIMITED
● 2, 3 & 4 Kamanwala Chambers, Sir P M Road, Fort, Mumbai 400 001. Tel: 22665577 / 30213500 ● G-10, Gr Floor, Chinubhai Centre, Nehru Bridge, Ashram Road, Ahmedabad 380009. Tel: 26576666 / 30013713 ● 97/4 Residency Road, Bangalore 560025. Tel : 22998264/68 ● 114 Himalaya House, 23 K G Marg, New Delhi 110 001, Tel : 41305000 ● 205, Business Guild, Opp Krishna Dining Hall, Law College Road, Erandawane, Pune 411004. Tel : 39871601 ● Gee Gee Crystal, 5th Floor, 91-92, Dr Radha Krishnan Salai, Mylapore, Chennai 600004. Tel : 42255666 / 00 ● Kankaria Estate, 8th Floor, 6 Little Russell Streets, Kolkata 700071. Tel : 39870330 ● 9 - 10, Uma Chambers, 3rd Floor, Road No.1, Banjara Hills, Hyderabad 500 034. Tel : 66360009-12 / 65664437 ● 407, 4th Floor, 21 Century Business, Centre, Near Udhana Char Rasta, Ring Road, Surat 395 002. Tel :3984000 ● G-1, Ground Floor, "Soham", 49, Alkapuri Society, Opp. HDFC Bank, Alkapuri, Vadodara 390 007. Tel : 3984300.	● 32, Raja Bahadur Compound, Mumbai-400 023. Tel: 22655074/ 84 ● B/104, 1st Flr, Premium House, Opp Gandhigram Rly Stn., Ahmedabad-380 009. Tel: 26579567 ● 302, Infantry Court, 130, Infantry Rd, Bangalore-560 001. Tel: 66128813 ● GRR Business Centre, New No.36, Vaidyaram St, T.Nagar, Chennai-600 017. Tel: 24303100 ● 216, Meghdhanush Complex, Race Course Rd (South), Vadodara-390007. Tel: 2314455 ● Govind Bhavan, Gr Flr, 2, Biplobi Trilokya Maharaj Sarani (Brabourne Rd), Kolkata-7000 01. Tel: 2235 8105 ● 202-217, 2nd Flr, Ambadeep Bldg, 14, Kasturba Gandhi Mrg, New Delhi-110 001. Tel: 66313131 ● Kotak House, K G Point, 1st Flr, Nr.Ganga Palace, Opp.IDBI Bank, Ghoddod Rd, Surat-395007. Tel: 5532333.	● Army Navy Building, 2nd Floor, 148 M G Road, Fort, Mumbai 400001. Tel : 022-67524035 ● 4th Floor, Premchand House Annexe, 172/2 Ashram Road, Old High Court Lane, Ahmedabad 380009. Tel : 9227204952 ● Tata Capital Ltd, Status Plaza, Ground Floor, Opp Hero Honda Show room, Atladra Road, Akshar Chowk, Vadodara - 390020. Tel : 9227800163 ● Office No -11 3rd Floor Brahma Chambers, 2010 Tilak Road Pune- 411030. Tel : 020-65000140/138 ● Tata Capital Ltd, Level 2, Prestige Sterling Square, 3, Madras Bank Road, Bangalore 560001. Tel : 9243137264 ● Tata Capital Ltd, M. T. Rajen's Square, No 40, Bazulla Road, T Nagar, Chennai 600017. Tel : 044-64530149 / 9282410731 ● Auto Plaza, Plot No.3, 4, 5 And 6, Opp. Times of India, Road No.3, Banjara Hills, Hyderabad-34. Tel : 040-66027761 ● Tata Motors Finance, 4th Floor Kanchenjunga Building, 18 Barakamba Road, Connaught Place, New Delhi 110001. Tel : 011-64623317 / 18 ● Tata Center, 1st Floor, 43 J.L. Nehru Road, Kolkata - 700071. Tel : 033-66131297.	



Application forms can also be submitted at designated branches all over India as indicated on the Company's website

Tata Motors Ltd ● Mumbai: Fixed Deposit Section, 1st Floor, Nanavati Mahalaya, 18, Homi Mody Street, Fort, Mumbai 400 001. Tel : 022-66658282. ● Jamshedpur : Jamshedpur Works, Jamshedpur - 831010 ● Pune : Pune Works, Pimpri, Pune-411018 ● Lucknow : Lucknow Works, Chinhut Industrial Area, Dewa Road, Lucknow - 226019 ● Dharwad : Dharwad Works, Mummigatti Post, Dharwad - 580007 ● Utrakhnad : Utrakhnad Works, Plot No.1, Sector 11, IIE SIDCUL, Pantnagar, Dist. Udham Singh Nagar, Uttarakhand 263145

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

REGISTRARS TO THE FIXED DEPOSIT SCHEME**INTIME SPECTRUM REGISTRY LIMITED**

BHANDUP : C 13, Pannalal Silk Mills Compound, LBS Marg, Bhandup (West), Mumbai 400 078. Tel: 022-2594 6960-4. Fax: 022-2594 6969.

FORT : 203, Davar House, Next to Central Camera Building, 197/199 D N Road, Fort, Mumbai 400 001. Tel : 22694127. Email : tmlfd@intimespectrum.com

TERMS AND CONDITIONS

1. Applications

- Deposits will be accepted only from (i) Residents, including individuals, minors (acting through their guardians), Association of Persons, HUFs (through Karta) and Societies/Trusts registered in India and (ii) Non Resident Indians (NRIs)/Persons of Indian Origin (PIOs). Applications should be made in the Company's prescribed form along with a cheque/demand draft and lodged with the Authorised Brokers/Company's offices at any of the addresses given in this Form. Business Hours 10.00 a.m. to 12.30 p.m. and 1.30 p.m. to 4.00 p.m. Closed on Saturdays, Sundays and Bank holidays. Cheque/Demand Draft should be made in favour of "TATA MOTORS LIMITED FIXED DEPOSIT" and payable at par in their respective cities of lodgement. Cash will not be accepted by the Company.

2. Minimum Amount

- The minimum amount of Deposit will be Rs.20,000/-. Additional amount of deposits will be accepted only in multiple(s) of Rs.10,000/-.

3. Period and Interest

- Deposits will be accepted for 1 year with an interest payable @10% p.a. for 2 years with an interest payable @10.50% p.a. and for 3 years with an interest payable @ 11.00% 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 on the respective deposits. Depositor falling in more than one category will be entitled to additional interest of 0.50% p.a. on only one category.
- Under scheme 'A', interest will be paid quarterly i.e. on 31st March, 30th June, 30th September and 31st December each year and on the date of maturity. Interest will be paid on monthly basis in case of deposits of Rs.1 lakh & above at the option of the depositor.
- Under scheme 'B', interest will accrue on a quarterly basis at the applicable rate and interest for the full tenure of the deposit will be credited/paid to the account of the depositor on the date of maturity
- Recurring Fixed Deposit Plan for Employees : In case of Company's permanent employees, a recurring deposit plan for 1/2/3 years is also available wherein a deduction would be made from the employee's salary upto a period of six months prior to the date of maturity. The minimum amount of deposit is Rs.20,000/- and thereafter in multiples of Rs.1,000/-. Interest would be computed at applicable rates under scheme 'B' and would be paid alongwith the principal on maturity.
- 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 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 in major cities in India and drawn in the name of the first named depositor or through Electronic Clearing Service (ECS) facility as per the option exercised by the depositor on the application form at the depositors' risks. Please note that all payments for part periods shall be made on pro-rata basis. If a deposit is made within a period of 45 days prior to a standard interest payment date, the interest for the part period will be paid on the next standard interest payment date.
- 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.
- The Company reserves the right to vary the terms, including interest and brokerage, for deposits of Rs.20,00,000/- & above.

4. Tax Deduction at Source

- Income tax will be deducted at source from the amount of 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 payable to a resident during a financial year exceeds Rs.5,000/-. However, Income Tax will not be deducted if declaration in Form No.15G/15H, in duplicate, as prescribed under the Income Tax Act, 1961, or the prescribed certificate u/s.197(1) 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 alongwith the application and for each subsequent financial year during the month of April of that year.
- Where the depositor qualifies as a specified entity whose income is unconditionally exempt under section 10 of Income Tax Act, 1961, & is not statutorily required to file return of income under section 139 of the Act, no tax would be deducted at source in case of such specified entities as per Central Board of Direct Taxes (CBDT) Circular No.4/2002 dated July 16, 2002, subject to proof of such exemption being submitted by the depositor to the Company.
- 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.

5. Joint Deposits

- Deposits will be accepted in joint names not exceeding three in number. Deposits will also be accepted in the name(s) of minor(s) through their natural guardians, who must sign the Application Form. In case of deposits in joint names, correspondence will be addressed to the person whose name appears first on Deposit Receipt. All cheques/warrants for payment of interests 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. However any one of the joint depositors would be eligible to give discharge of the receipt on maturity/ prepayment which shall be binding on all the deposit holders.
- 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 a 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 notarised and having effect.

6. 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. In case a minor is appointed as a nominee, the depositor(s) should appoint a guardian other than himself/themselves.

- 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 (or the appointed guardian in case of minor till the minor attains majority) 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.

7. Fixed Deposit Receipt

- The Fixed Deposit Receipt will be issued by the Company in respect of all deposits accepted by the Company and will be forwarded by post at the address given in the application form within 4 weeks of realisation of the cheque/draft.
- 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 conditions, including indemnity, as the Company may stipulate. All expenses incurred in this connection will be borne by the depositor(s).
- Fixed Deposit Receipts are non-transferable.

8. Renewal/Repayment of Deposits

- The Fixed Deposit Receipt duly discharged on a revenue stamp should be sent to the said Registrar to the Fixed Deposit Schemes at least 15 days before the date of maturity to enable the Company to renew/repay the Deposit as the case may be on the due date. In case of renewal, the discharged Receipt should be accompanied by the Application Form, duly filled in. It is not obligatory on the part of the Company to give notice or advance intimation about the due date of the receipt.
- Repayment of Deposit will be made to the first-named depositor by an "Account Payee Cheque" payable at par in major cities in India/ECS facility, as the case may be at the depositors' risk.
- Where the due date of any payment falls on Saturday, Sunday, Bank holidays or any other day on which the Company's Office remains closed, the repayment will be made on the next working day.
- Premature withdrawal will be permissible at the sole discretion of the Company. All such premature refunds shall be subject to such terms, including reduction in the rate of interest as prescribed in the Companies (Acceptance of Deposits) Rules, 1975, as applicable. Further any Brokerage paid by the Company at the time of acceptance/renewal, will also be deducted on any premature repayment. Deposits will not be renewed automatically upon maturity unless expressly asked for by filling in the new prescribed application form at least 7 days before the date of maturity. 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. No change in the first name of the depositor is permitted at the time of renewal.

9. Brokerage

- Brokerage will be paid by the Company only to the Company's Authorised Brokers whose name and address appear on the Application Form as per the Companies (Acceptance of Deposits) Rules, 1975, as applicable. However no brokerage will be payable on deposits received from employees of the Company.

10. General

- To prevent fraudulent encashment of cheques, applicants are mandatorily required 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. In case of option to receive payment by ECS, it may be noted that the principal / interest on maturity may not be paid through ECS and in such cases a cheque would be sent indicating the bank details to the address of the first holder of the fixed deposit.
- Intimation regarding change of address/ECS information or death of the first depositor should be sent to the said Registrar to the Fixed Deposit Schemes atleast two months prior to the next date of interest payment for effecting changes thereof.
- In the case of Deposits from **employees**, the first-named depositor should be an employee of the Company. In case of Deposits from **shareholders** of the Company, the Sole/First named depositor must be a shareholder of the Company at the time of placement/renewal of Deposit. In the case of the 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 alongwith the application(s):- Self-attested copy of Passport, Voter ID Card, PAN Card, Driving License, Secondary School Leaving Certificate, Life Insurance Policy, Birth Certificate issued by the competent authority, or any other document acceptable to the Company. Deposits will also be accepted in the name(s) of **minor(s)** through their natural guardians, who must sign the application form.
- Deposits from **Non Resident Indians (NRIs)** and **Persons of Indian Origin (PIOs)** resident outside India would be accepted in accordance with the regulations governing the acceptance of deposits from NRIs. Deposits would be accepted for a maximum period of 3 years. Payment of interest as also the repayment of deposit shall be made only by credit to the NRE/FCNR(B)/NRNR/NRO/NRSR account of such depositors (as applicable) in accordance with applicable regulations. Income tax at source will be deducted as applicable to non-residents.
- 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 Deposit Receipts and cheques sent to Depositors. In the event of loss of cheques, duplicates will be issued on such reasonable terms as to indemnity & otherwise as the Company may think fit.
- Deposits will be subject to the Companies (Acceptance of Deposits) Rules, 1975, as amended.
- A thumb impression and signature in Vernacular language other than in Marathi, Gujarati & Hindi scripts, must be attested by Magistrate Notary Public or Gazetted Officer under his/her official seal. If the Principal depositor has any other deposits with the Company, the same shall be intimated alongwith depositors' application form. 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 anytime 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. In such cases, the same would be returned alongwith the Company's cheque for principal amount to the first-named depositor within 15 days of acceptance.

TATA MOTORS LIMITED - 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 under Scheme 'A' / 'B' for a period of year (s).

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

- Name of the Company :** TATAMOTORS LIMITED
- Date of Incorporation :** 1st September,1945
- Business carried on by the Company & its subsidiaries with details of branches or units, if any :**

The Company is engaged in the manufacture, design and marketing of passenger and commercial vehicles in India. It is a flagship company of the Tata Group, which is one of the largest business groups in India. The Company has works at Jamshedpur, Pune, Lucknow, Dharwad and Ultrakhand, 8 Regional Offices, 19 Regional Sales Offices / branch offices across various locations in India, besides overseas branch offices at Dubai, Spain and Russia.

Subsidiary Companies (as on March 31, 2008) :

Tata Daewoo Commercial Vehicle Co. Ltd. 1589-1 Soryongdong, Gunsan, Jeollabuk-Do 573-715, South Korea. Engaged in manufacturing of Heavy and Medium Commercial Vehicle.

Telco Construction Equipment Co. Ltd. Jubilee Building, 45, Museum Road, Bangalore- 560 025 (Works at Jamshedpur and Dharwad and branch in Spain) Engaged in Development, manufacture and sale of construction equipment and allied services.

HV Axles Ltd. Nanavati Mahalaya, 18, Homi Mody Street, Hutatma Chowk, Mumbai-400 001 (Works at Jamshedpur) Engaged in manufacture of axles for Heavy & Medium Commercial Vehicles (M&HCV).

HV Transmissions Ltd. Nanavati Mahalaya, 18, Homi Mody Street, Hutatma Chowk, Mumbai-400 001 (Works at Jamshedpur) Engaged in manufacture of gear boxes for Heavy & Medium Commercial Vehicles (M&HCV)

TAL Manufacturing Solutions Ltd., PDO Building, Tata Motors Campus, Chinchwad, Pune-411 033 Service provider of Machine Tools, Equipments, Material handling systems and Fluid power solutions.

Tata Motors Insurance Broking and Advisory Services Ltd., Nanavati Mahalaya, 18, Homi Mody Street, Hutatma Chowk, Mumbai-400 001. Engaged in direct insurance broking.

Concorde Motors (India) Ltd., Nanavati Mahalaya, 18, Homi Mody Street, Hutatma Chowk, Mumbai-400 001. Engaged in sales and service of Tata and FIAT passenger cars across the country.

TML Distribution Co. Ltd., Nanavati Mahalaya, 18, Homi Mody Street, Hutatma Chowk, Mumbai-400 001. Engaged in dealing and providing logistics support for product distribution of Tata Motors Ltd throughout the Country.

Tata Motors European Technical Centre Plc , 18 Grosvenor Place London SW1X 7HS United Kingdom. Engaged in design engineering and development of products for the automotive industry.

Sheba Properties Ltd., Nanavati Mahalaya, 18, Homi Mody Street, Hutatma Chowk, Mumbai-400 001. Investment Company.

Tata Marcopolo Motors Ltd., C/o Tata Motors Ltd Bombay House, 24, Homi Mody Street, Mumbai-400 001. (Works at Dharwad and Lucknow). Engaged in manufacture and sale of fully built buses & coaches.

Tata Motors Finance Ltd, Nanavati Mahalaya, 18, Homi Mody Street, Hutatma Chowk, Mumbai-400 001 and more than 150 branches all over India. Non- Banking Finance Company classified as an "Asset Finance Company" engaged mainly in the business of vehicle financing.

Tata Motors (Thailand) Ltd, 889/93 Mahatun Plaza Bld., 9th Floor, Ploenchit Road, Lumpini Subdistrict, Pathumwan District, Bangkok Metropolis, Thailand. Engaged in manufacture, assembly and marketing of pickup trucks for the ASEAN and Thailand markets.

Tata Technologies Ltd, Plot No. 25 Rajiv Gandhi Infotech Park Hinjawadi, Pune-411 057 and branches at Mumbai, Lucknow, Jamshedpur, Bangalore, Chennai & South Korea. Engaged in specialized Engineering & Design Services (E&D), Product Lifecycle Management (PLM) and product-centric IT services.

Tata Motors (SA) (Pty) Ltd, 39 Ferguson Road, Cnr. Ferguson & Rivonia Road, Illovo 2196, Johannesburg, South Africa. Engaged in manufacturing and assembling operations of Light and Heavy Commercial Vehicles and passenger cars of Tata Motors Ltd in South Africa.

INCAT Systems Inc, 41370 Bridge Street, Novi, MI 48375-1302. Provides services in the field of engineering automation, offering engineering and designing services, PLM Products and related IT services.

Integrated Systems Technologies de Mexico SA de CV., Blvd. Independencia, #1600 Ote. Local C-46 C.P., 27100 Torreon, Coahuila, Mexico. Provides services in the field of engineering automation, offering engineering and designing services, PLM Products and related IT services.

INCAT Solutions of Canada, Inc. 4510 Rhodes Drive, Unit 300 Windsor, Ontario Canada N8W 5K5. Provides services in the field of engineering automation, offering engineering and designing services, PLM Products and related IT services.

INCAT KK, Daiwa Jisho Bldg., 9th Floor 911 74-1 Yamashita-machi Nakaku, Yokohama, Kanagawa-ken, Japan 231-0023. Provides PLM services and products.

INCAT Holding BV., Amsterdamse Vaart 268, Postbus 4315, 2003 EH, Haarlem, Netherlands wholly owned subsidiary of INCAT International PLC, acted as a holding company for the Groups operations.

Tata Technologies Pte. Ltd. (Subsidiary of Tata Motors Ltd), 5 Shenton Way, #22-80 UIC Building, Singapore 068808 Engaged in development of software and marketing of computer systems and software, provision of engineering support and maintenance services and computer consultancy and related services.

INCAT (Thailand) Ltd., 889 Thai CC Tower, Room 108-9, 10th Floor, South Sathorn Road, Kwaeng Yannawa, Khet Sathorn, Bangkok Metropolis 10120. Provides services for Research and Development including consultation and training in design and development process.

Tata Technologies iKS Inc. 1675 Larimer, # 510 Denver, CO 80202 – 1520. Provides services in the field of engineering knowledge transformation technology.

INCAT International Plc, Building 6, Monarch Court, Emerald Park, Emersons Green, Bristol, BS16 7FH. Provides IT and engineering design services.

INCAT Ltd, Building 6, Monarch Court, Emerald Park, Emersons Green, Bristol, BS16 7FH. Provides services for E&D, Product & Information Lifecycle Management, Enterprise Solutions and Plant Automation including product design, analysis and production engineering, Knowledge Based Engineering, PLM, Enterprise Resource Planning and Customer Relationship Management systems.

INCAT GmbH, Breitwiesenstrasse 19, 70565 Stuttgart, Germany. Provides services in the field of engineering automation including engineering and designing services.

INCAT SAS. Immeuble 'Leskansens' Epave Europeen de P' Enterprise 3, allée de Stockholm F-67300 Schiltigheim. Engaged in provision of services, supply and installation of computer system. (Ceased its operations).

TML Holdings Pte Ltd., Singapore, Robinson Road #05-00 Robinson 77 Singapore (068896). Wholly owned subsidiary of Tata Motors Ltd, as a holding company for the JaguarLandRover acquisition.

TML Holdings Ltd., UK, 18 Grosvenor place London SW1 7HS. Investment and holding company for the JaguarLandRover acquisition.

- Brief Particulars of the Management of the Company:** The day to day affairs of the Company are managed by the Managing Director under the superintendence, control and directions of the Board of Directors. Except for the Managing Director and the Executive Director, all the other directors are appointed in a non-executive capacity.

5. Names, Addresses and Occupations of the Directors :

Name	Address	Occupation
Mr. Ratan N Tata, Chairman	Bombay House, 24, Homi Mody Street, Mumbai – 400 001	Company Director
Mr. N A Soonawala	Bombay House, 24, Homi Mody Street, Mumbai – 400 001	Company Director
Dr. J J Irani	Bombay House, 24, Homi Mody Street, Mumbai – 400 001.	Company Director
Mr. V R Mehta	G 12, South Extension Part II, New Delhi 110 049.	Company Director
Mr. R Gopalakrishnan	Bombay House, 24, Homi Mody Street, Mumbai – 400 001	Company Director
Mr. N N Wadia	The Bombay Dyeing & Mfg. Co. Ltd. Administrative Office, Pandurang Budhkar Marg,, Prabhadevi, Mumbai 400 025	Company Director
Mr. S M Palia	16, Ruchir Bungalows, Judges Bunglows Rd, Bodakdev, Vastrapur, Ahmedabad 380 054	Company Director
Dr. R A Mashelkar	D- 4, Varsha Park, Raghunath Bunglow, Baner, Pune 411 045	Company Director
Mr. N Munjee	Development Credit Bank, Unit No.301, Trade Plaza, V S Marg, Prabhadevi, Mumbai 400 025	Company Director
Mr. S Bhargava	Tata Communications Ltd. 4th Floor, VSB, Bangla Sahib Road, New Delhi 110 001	Company Director
Mr. Ravi Kant, Managing Director	Bombay House, 24, Homi Mody Street, Mumbai – 400 001	Company Executive
Mr. P M Telang, Executive Director	Bombay House, 24, Homi Mody Street, Mumbai – 400 001	Company Executive

6. Profits & Dividends : (Rs. in Lacs)

Year	Profit before tax	Profit after tax	Dividends Amount	Dividend (%)
2007-08	257,647	202,892	65,968	150
2006-07	257,318	191,346	67,639	150
2005-06	205,338	152,888	56,778	130

Note: The figures are on standalone basis of the Company. Dividend Amount includes tax on dividend. For the year 2005-06 dividend amount includes residual dividend (including tax) paid and provided in 2006-07

7. Summarised financial position of the Company as appearing in the two latest audited Balance Sheet (Rs. in Lacs)

Liabilities	As at		Assets	As at	
	31.03.2008	31.03.2007		31.03.2008	31.03.2007
Share Capital	38,554	38,541	Fixed Assets and intangible Assets (Net)	1,045,227	639,458
Reserves & Surplus	745,396	648,434	Investments	491,027	247,700
Secured Loans	246,199	202,204	Current Assets, Loans and Advances	1,038,378	1,051,205
Unsecured Loans	381,853	198,710	Misc. Expenditure	605	1,009
Deferred Tax Liabilities	97,572	78,683			
Current Liabilities & Provision	1,065,663	772,800			
Total	2,575,237	1,939,372		2,575,237	1,939,372

*Previous year figures have been regrouped / rearranged wherever necessary.

Note: Brief particulars of contingent liabilities as on:

	31.03.2008	31.03.2007
(a) Claims not acknowledged as debts		
- Sales Tax	27,795	23,648
- Excise Duty	5,937	3,097
- Others	10,069	10,238
(b) Provision not made for income tax matters in dispute	44,229	62,391
(c) The claims / liabilities in respect of excise duty, sales tax and other matters where the issues were decided in favour of the Company for which department is in further appeal	3,027	2,708
(d) Other money for which the Company is contingently liable:		
- In respect of bills discounted and export sales on deferred credit	53,506	40,578
- The Company has given guarantees for liability in respect of receivables assigned by way of securitisation	87,501	63,270
- Cash Margin / Collateral	51,536	28,191
- In respect of retained interest in securitisation transactions	6,265	7,691
- In respect of subordinated receivables	4,074	6,945
- Others	1,418	500
(e) Uncalled liability on partly paid shares of Tata Motors (Thailand) Ltd	-	3,521
(f) Estimated amount of contracts remaining to be executed on capital account and not provided for	298,106	326,248

8. The amount of deposits, which the Company can raise under the Companies (Acceptance of Deposits) Rules,1975, amended by the Companies (Acceptance of Deposits) Rules, 1978, and deposits held as on March 31, 2008 is given below: (Rs. in Lacs)

Limits	Deposits held (other than unclaimed deposits)
a) From Shareholders under Rule 3(2)(i)	77259.00 Nil
b) From Public under Rule 3(2) (ii)	193148.00 Nil

- The Company has no overdue deposits/unsecured loans other than unclaimed deposits unsecured Loans.** a) the total number of small depositors and amount due to them in respect of which default has been made- Nil. b) The fact of waiver of interest accrued on deposits of the small depositors- Nil.

10. The Company hereby declares that:

(i) The Company has complied with the provisions of the Companies (Acceptance of Deposits) Rules 1975, as amended upto date; (ii) The compliance with these rules does not imply that the repayment of deposits is guaranteed by the Central Government; (iii) The deposits accepted/ renewed by the Company are unsecured and shall rank pari-passu with other unsecured liabilities; (iv) The Company is not in default in the repayment of any 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 October 31, 2008 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 the Directors of the Company has been filed with the Registrar of Companies, Maharashtra.

By Order of the Board
Ravi Kant
Managing Director

Date : November 28, 2008
Place: Mumbai