

Mahindra & Mahindra Financial Services Limited

Registered Office : Gateway Building, Apollo Bunder, Mumbai-400 001. India.

Corporate Office : Sadhana House, 2nd Floor, 570 P.B. Marg, B/H Mahindra Towers, Worli, Mumbai-400 018.

Tel.: 022-6652 6000 • Fax : 2490 0728 • E-mail : mfinfd@mahindra.com • Website : www.mahindrafinance.com



CRISIL RATING FAA INDICATES HIGH SAFETY

CUMULATIVE SCHEME

Minimum Amount	Period (Months)	Amount Payable(Rs.)	Interest* p.a.	Effective Yield p.a.**
Rs.10,000	12	10,800	8.00%	8.00%
	18	11,272	8.25%	8.48%
	24	11,772	8.50%	8.86%
	36	12,950	9.00%	9.83%

NON-CUMULATIVE SCHEME

Minimum Amount	Period (Months)	Interest *# p.a.
Rs. 25,000	12	7.75%
	24	8.25%
	36	8.75%

* Senior Citizens / Shareholders / Employees will get an additional rate of 0.25% per annum # Interest payment half yearly on 30th September and 31st March only through ECS. ** Compounded Annually




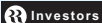






Interest rate/Credit rating are subject to change and the Interest rate/Credit rating applicable will be the prevailing Interest rates/Credit rating on the date of Deposit

Please Note : • Renewals will be accepted in the Scheme prevailing on date of maturity • Only Principal Amount will be renewed in case of renewal • Additional amount will be accepted in multiples of Rs.1,000/-

Forms can also be downloaded from Company's Website : www.mahindrafinance.com

Application Forms can be submitted at the designated offices of the Principal Managers, Collection Bank and the Company.

PRINCIPAL MANAGERS TO THE FIXED DEPOSIT SCHEME

 JM FINANCIAL SERVICES PRIVATE LIMITED 3 & 4 Kamanwala Chambers, Ground Floor, Sir P. M. Road, Fort, Mumbai - 400 001. Tel.: 022-30213519 / 30213500	 ICICI SECURITIES LTD. ICICI centre, H.T. Parekh Marg, Churchgate, Mumbai - 400020 • Ph : 022-40701575
 HDFC SECURITIES Off. Floor 8, "ITHINK" Bldg. Jolly Board Campus, Opp.Crompton Greaves Factory, Kanjurmarg (E) , Mumbai - 400 0042 Ph: 022-30753400 • Toll free no.: 1800209700	 RR INVESTORS CAPITAL SERVICES PVT. LTD. 18/105, 1st Floor, Bombay Samachar Marg, Fort, Mumbai - 400 023. Tel.: 022 - 22700755 / 22700756 • Toll Free No. 1800110444
 TATA SECURITIES LIMITED Army & Navy Bldg., 2nd Floor, 148 M. G. Road, Fort, Mumbai - 400001 • Ph : 022-67524035	 KOTAK SECURITIES 32, Raja Bahadur Compound, Mumbai - 400 023. Tel.: 022 - 22655074 / 22655084
 BLUECHIP CORPORATE INVESTOR CENTRE LIMITED 5A/105, Mumbai Samachar Marg, Fort, Mumbai - 400001 • Ph : 022-22659033 / 22659034	 KARVY STOCK BROKING LTD. Jeevan Udyog Building, 2nd Floor, D.N. Road, Fort, Mumbai - 400 001. Tel : 022-22062077, 2087, 2051, 2023
 INTEGRATED ENTERPRISES (INDIA) LIMITED 15, 1st Floor, Modern House, Dr. V. B. Gandhi Marg, Fort, Mumbai - 400 023. Tel.: 022 - 4066 1800	 ENAM SECURITIES PVT. LTD. Khatau Bldg., 2 nd floor, 44, Bank street, Opp: Old Custom House Bus Stop, Fort, Mumbai - 400 001. • Tel : 022 2267 7901/02/03/04/05



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

All communications with regard to Fixed Deposit should be addressed to the Fixed Deposit Processing Center at the addresses mentioned below:

FIXED DEPOSIT PROCESSING CENTER

Mahindra & Mahindra Financial Services Limited C/o LINK INTIME INDIA PVT LIMITED

Bhandup : C-13, 1st Floor, Pannalal Silk Mills Compound, L.B.S. Marg, Bhandup (West), Mumbai-400 078. Tel.: 25946960 • Fax : 2594 6969
Fort (Customer Care Centre) : 203, Davar House, 2nd Floor, D. N. Road, Fort, Mumbai - 400 001. • Tel.: 22694127 • Email : mflfd@linkintime.co.in

TERMS AND CONDITIONS GOVERNING FIXED DEPOSIT SCHEMES

1. ACCEPTANCE OF DEPOSITS:

- i. The minimum amount, period and rate of interest of the scheme is indicated on the cover page. The Company will not entertain any request for change once the scheme is selected. Where the scheme choice is not indicated in the Application Form the deposit will be treated as placed in Cumulative Scheme - 12 months. Senior Citizens (60 years and above), shareholder and employee of the company will be entitled to an additional rate of interest of 0.25% per annum on the respective Deposits.
- ii. Interest on Fixed Deposits will commence from the date of realisation of cheque / demand draft by the Company.
- iii. Any change in name, address, Bank Mandate, Bank Particulars etc., should be lodged with the Corporate Office of the Company or Offices of the Fixed Deposit Processing Center, at least 45 days before the date on which any payment falls due.
- iv. Interest on the Fixed Deposit will cease to accrue from the maturity date of the deposit.
- v. **The Board of Directors of the Company reserves the right to change / alter / modify all or any of the Fixed Deposit schemes without prior notice.**

2. IDENTIFICATION OF DEPOSITORS:

- To comply with "Know Your Customer" Guidelines for NBFCs prescribed by the Reserve Bank of India, new investors should provide a copy of any one of the following documents [which contains the photograph of the concerned depositor (s)] for identification and proof of residential address:
- (i) Passport (ii) PAN Card with address proof (iii) Voters Identity Card (iv) Driving Licence. In case the address mentioned in the above documents differs from the present address, a copy of any one of the following documents should be furnished for proof of residential address:
 - (i) Telephone Bill (ii) Bank Account Statement (iii) Letter from any recognized public authority (iv) Electricity Card (v) Letter from employer (vi) Ration Card.

3. APPLICATION:

- i. Applications for Deposits in the prescribed Form duly signed by all the joint applicants and accompanied by cheques or demand drafts should be submitted at the addresses given in the Application Form.
- ii. Payments should be made by means of an Account Payee cheque / demand draft made payable to "MMFSL- FIXED DEPOSIT" payable at par at the centers where the application is submitted. Outstation cheques/drafts will not be accepted.
- iii. Deposits will be accepted from Resident individuals, HUFs, Domestic Company and Minors (through their guardians only).
- iv. Signature by thumb impression must be attested by a Magistrate or a Notary Public or a Special Executive Officer under his Official Seal.

4. JOINT DEPOSITS:

- i. In the case of deposits made in Joint Names:
 - a) all correspondence will be addressed, unless otherwise directed by the depositor, to the person whose name appears first on the Deposit Receipt.
 - b) all cheques/interest warrants/ECS Credits for payment of maturity amount/payment of interest will be drawn only in favour of the first named depositor and will be sent to his/her registered address, and
 - c) any discharge given by either/any of the depositors for payment of interest/ or repayment of maturity amount shall be valid and binding on all the joint depositors.
 - ii. In the event of death of the first named depositor, the repayment of the Fixed Deposit will be made without reference to the heirs and / or legal representative of the deceased, to the person first in the order of the survivor(s) unless otherwise instructed by the depositor during his lifetime.
5. In the event of death of a sole depositor, the deposit amount and the interest due thereon, will be paid to the legal representative(s) of the deceased on production of proper legal representation such as Probate, Will, Succession Certificate or Letter of Administration granted by a court of competent jurisdiction.

6. FIXED DEPOSIT RECEIPTS:

- i. Fixed Deposit Receipts shall be mailed by courier or Registered/Speed Post within 6 weeks of the date of realization of the Cheque, at the address of the first applicant given in the Application Form. The Company shall not be responsible for any loss or delay in transit.
- ii. In case of loss or destruction or mutilation of the Deposit Receipt, the Company may at its sole discretion issue a duplicate receipt subject to compliance with its terms and conditions including an indemnity duly signed by all the joint depositors. All expenses in this connection will be borne by the depositor(s).
- iii. Fixed Deposit Receipts will not be transferable. The Company may however, at its discretion permit the addition of one name to the Deposit Receipt under certain circumstances and subject to such terms and conditions as it may deem fit. The Company will not accept or recognise any lien on or assignment of the Fixed Deposit Receipt for a loan taken from or by arrangement with the Company.

7. PAYMENT OF INTEREST

Interest on Deposit (Non Cumulative) will be paid on 30th September and 31st March. In case of interest payment for part period the same will be made on pro-rata basis. However, if a Deposit is made within a period of 30 days prior to any of the interest payment date, the interest for the part period will be paid on the next interest payment date. Payment of interest will be made through interest warrant or through Electronic Clearing Service (ECS) in respect of the places where such facility has been offered by the Company.

8. INCOME TAX ON INTEREST:

- i. In case where the interest amount exceeds Rs. 5,000/- (or any such amount notified by the Government from time to time) in a financial year, income-tax will be deducted at source as per Section 194A of the Income-tax Act, 1961 at the rates in force. In such cases, submission of PAN is mandatory. If the depositors, who are not liable to pay income-tax and the interest to be paid / credited in the financial year does not exceed the maximum amount exempt from tax, depositor may submit a declaration in Form 15G in triplicate to the Fixed Deposit Processing Center, Link Intime India Pvt. Ltd., Mumbai 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 a declaration in Form 15H. TAX DEDUCTED DUE TO NON-COMPLIANCE WITH THIS CONDITION WILL NOT BE REFUNDED.
- ii. Form 15G/15H should be delivered to the Offices of the Fixed Deposit Processing Center, along with the application form for the current financial year and by 28th February each year for the next financial year. Form 15H/15G will be required for each financial year till the date of maturity.
- iii. Where Income-tax is deducted at source, a consolidated TDS certificate may be issued for the financial year.
- iv. Sub-section 5A to Section 139A of the Income-tax Act, 1961 requires every person receiving any sum or income from which tax has been deducted to intimate his Permanent Account Number (PAN) to the person responsible for deducting such tax and the person deducting such tax to indicate the PAN on the TDS certificate. Please mention your PAN in the application form.

9. RENEWAL/REPAYMENT OF DEPOSITS:

- i. The Deposit Receipt duly discharged on revenue stamp should be sent to Offices of the Fixed Deposit Processing Center at least 4 weeks before the date of maturity to enable the Company

to repay the Deposit. In the case of renewal, a fresh application form duly filled in should accompany the said discharge receipt. The application form can be obtained from the Company's Offices, Offices of the Fixed Deposit Processing Center and Offices of the Principal Managers to the Fixed Deposit Scheme as per the addresses given herein.

- ii. The Fixed Deposit will be repaid only on maturity and not on demand or notice except at the discretion of the Company.
- iii. Repayment of the principal amount will be made by account payee cheque/demand draft on the Company's Bankers encashable at par/Electronic Clearing Service [ECS] facility/RTGS.
- iv. No change in the first name of the depositor is permitted at the time of renewal.

10. PREMATURE WITHDRAWAL:

- i. No premature withdrawal will be allowed before the completion of three months from the date of receipt as per the directions of the Reserve Bank of India currently in force. In case of request for premature withdrawal after the expiry of three months the rate given in the table below shall apply:

Period Exceeding	But Less than	Applicable interest rate
3 Months	6 Months	Nil
6 Months	Period of Deposit	The interest rate payable shall be 2% lower than the interest rate applicable for the period for which the deposit has run or if no rate has been specified for that period, then 3% lower than the minimum rate at which the public deposits are accepted by the Company.

However, all premature withdrawals are subjected to the prevailing guidelines of Reserve Bank of India as amended from time to time.

- ii. In the event of death of a depositor, the deposit may be repaid prematurely to the surviving depositor/s in the case of joint holding with survivor clause, or to the legal heir/s with interest at the rate that would have ordinarily been paid, had such deposit been accepted for the period for which such deposit had run upto the date of repayment.

11. NOMINATION:

Individual Depositors can, singly or jointly nominate other person under this facility. The nominee shall be recognized as the holder of the title to the public deposit on the death of all the depositors. Power of Attorney Holder or a Guardian applying on behalf of a minor cannot nominate. In case the deposit is placed in the name of the minor the nomination can be made only by a person lawfully entitled to act on behalf of the minor. Depositors are advised to provide the specimen signature of the nominee to expedite the transmission of the deposits to the nominee in the event of demise of the depositors. The payment by the Company to the nominee shall constitute full discharge to the Company of its liability in respect of the deposit.

12. LOAN AGAINST DEPOSITS:

Loans may be granted against public deposits upto 75% of the Deposit amount carrying interest @ 2% per annum (at half yearly rests) above the interest rate and any other additional charges as applicable on such deposits, provided such deposits has run for a minimum period of three months. The outstanding loan together with interest shall be settled in one lump sum by the Depositor or shall be adjusted on maturity of the Deposit. However, the granting of loan will be at the sole discretion of the Company.

13. ELECTRONIC CLEARING SERVICE (ECS):

The interest will be credited directly to the depositors' bank account through ECS only. Intimation of interest credited would be sent to the depositors. However, the interest for the broken period on maturity as well as repayment of deposit amount will be made through warrants/ECS facility/RTGS, as the case may be at the depositors' risk.

ECS Centre: Agra, Ahmedabad, Allahabad, Amritsar, Asansol, Aurangabad, Bangalore, Baroda, Bhilwara, Bhopal, Bhubaneswar, Burdwan, Calicut, Chandigarh, Chennai, Cochin, Coimbatore, Deharadun, Dhanbad, Durgapur, Erode, Gorakhpur, Guwahati, Gwalior, Haldia, Hubli, Hyderabad, Indore, Jabalpur, Jaipur, Jalandhar, Jammu, Jamnagar, Jamshepur, Jodhpur, Kakinada, Kanpur, Kolhapur, Kolkata, Lucknow, Ludhiana, Madurai, Mangalore, Mumbai, Mysore, Nagpur, Nasik, Nellore, New Delhi, Panjim, Patna, Pondichery, Pune, Raipur, Rajkot, Ranchi, Salem, Shimla, Sholapur, Siliguri, Surat, Tirupati, Tirupur, Trichur, Trichy, Trivandrum, Udaipur, Udupi, Varanasi, Vijayawada, Vizag.

14. GENERAL:

- i. Company reserves the right:
 - a) to waive or vary the above terms and conditions.
 - b) to reject any Application for a fresh Deposit or for renewal without assigning any reason and
 - c) to repay the Deposit prematurely before the due date.
- ii. Acceptance, renewal and repayment of Fixed Deposits shall be subject to the Non-Banking Financial Companies Acceptance of Public Deposits (Reserve Bank) Directions, 1998, as amended from time to time.
- iii. In the event of the Company deciding to repay the Deposits before the date of maturity (but not earlier than 12 months from accepting the same), interest on such Fixed Deposit will be paid in terms of regulations, framed by the Central Government / State Government / Reserve Bank of India or any other competent authority.
- iv. Any disputes arising out of the acceptance of Fixed Deposits is subject to the jurisdiction of the courts of Mumbai.
- v. When the due date of any payment falls on a Saturday, 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.
- vi. In the case of applications from employees/shareholders, the sole/first applicant should be an employee/shareholder at the time of placement/renewal of Deposit. In the case of applications from senior citizens, the first applicant should be an individual who has completed 60 years of age and 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.
- vii. In case the investor makes a multiple selection of tenure under a scheme, the Company will as a default assume the deposit for the highest tenure from the selection made under the scheme. Where an investor makes a multiple selection of scheme, the Company will as a default assume the deposit for Cumulative Scheme for the highest tenure from the selection made under that scheme.
- viii. If an investor under a Non Cumulative Scheme submits wrong/incomplete information for enabling ECS/NEFT payments for the interest, the Company reserves the right to reject the application and refund the amount without any interest for the period and also recover any bank charges and / or postage charges incurred in this regard.
- ix. In case of applications from shareholder, the latest DP statement with the MMFSL share holding details as on the date of application should be attached along with the FD application form, otherwise the confirmation received from the Registrar and Transfer Agents will be considered as final.
- x. Application should be in multiples of only Rs. 1000 over and above the minimum investment amount otherwise the applications will be rejected.
- xi. To comply with Know Your Customer guidelines for NBFC, following documents need to be attached along with application(s):
 - (a) Domestic Company : copy of board resolution, Memorandum & Articles of Association, PAN card and list of authorized signatories
 - (b) Registered Trust : copy of board resolution, certified true copy of Trust Deed, PAN card and list of authorized signatories.

Mahindra & Mahindra Financial Services Ltd. - Acknowledgement Slip (Collection Bank)

APPL. NO.:

Received with thanks from Mr/Mrs/MsCheque / DD / FD (in case of renewal) No.....
 For Rs.....dateddrawn on.....Bank.....branch
 as Fixed Deposit under Cumulative / Non-Cumulative Scheme for a period of.....month(s)

Following documents received:
 Passport PAN Card with address proof Voters Identity Card Driving Licence. Telephone Bill Bank Account Statement
 Letter from any recognized public authority Electricity Card Letter from employer Ration Card

For HDFC Bank Ltd.
 (on behalf of Mahindra & Mahindra Financial Services Ltd.)
 (Valid subject to realisation of cheque / draft)



Mahindra & Mahindra Financial Services Limited

APPLICATION FORM FOR FIXED DEPOSIT

(Please write in BLOCK LETTERS and [X] the appropriate box)

APPL. NO.

I/We hereby apply for a fixed deposit with your Company as per details below:-

CUMULATIVE				NON-CUMULATIVE		
<input type="checkbox"/> 12 Months 8.00%	<input type="checkbox"/> 18 Months 8.25%	<input type="checkbox"/> 24 Months 8.50%	<input type="checkbox"/> 36 Months 9.00%	<input type="checkbox"/> 12 Months 7.75%	<input type="checkbox"/> 24 Months 8.25%	<input type="checkbox"/> 36 Months 8.75%

AMOUNT OF DEPOSIT
Rs. _____ Rs. (in words) _____

MODE OF PAYMENT
Cheque / Demand Draft No. _____ Dated DD MM YY Renewal of FDR _____
Drawn on bank _____ Branch _____
The fixed deposit should be in the name (s) of

FIRST NAME	MIDDLE NAME	LAST NAME	PAN No.
1. Mr./Ms.			
2. Mr./Ms.			
3. Mr./Ms.			
Guardian's Name Mr./Ms.			

(in case the Sole / First Applicant is a Minor) Date of Birth of First Applicant DD MM YY YY YY (Mandatory for all applicants)*

ADDRESS OF SOLE/FIRST APPLICANT _____
Tel _____ Mobile _____ Pin _____
E-mail _____

Status Domestic Company Director Resident Individual HUF Registered Trust Others _____
Category Shareholder Public Employee No..... L.F./DP & Client ID No.....
 Sr. Citizen (Attach age proof document) Please see instructions in Terms & Conditions (Item No. 14 (vi))

DEPOSIT PAYABLE TO Please (✓) any one
 First Holder
 Either or Survivor

Bank Details of the Sole / First Applicant (please attach a copy of your Bank's cheque for verification)
Name of Bank _____ Branch _____
Account Number _____ MICR Code _____
NEFT IFSC code _____

IDENTIFICATION OF DEPOSITORS: To comply with "Know your Customer" Guidelines for NBFCs prescribed by the Reserve Bank of India, new investors should provide a copy of any one of the following documents (which contains the photograph of the concerned first depositor) for identification and proof of residential address.
 Passport PAN Card with address proof Voters Identity Card Driving Licence.
In case the address mentioned in the above documents differs from the present address, a copy of any of the following documents should be furnished as proof of residential address : Telephone Bill
 Bank Account Statement Letter from any recognized public authority Electricity Card Letter from employer Ration Card
 Please recover Income Tax as applicable and issue me consolidated TDS Certificate for each financial year. Form 15H/15G is enclosed. Therefore, do not deduct Income tax.

NOMINATION (OPTIONAL)
Name of the Nominee _____ Date of Birth DD MM YY YY YY
Relationship of Nominee with First Depositor: _____
Guardian's Name (if Nominee is minor) _____
Address of Nominee _____ Pin _____ Tel. _____
Signature of Nominee : _____ Witness : _____

DECLARATION : I/We hereby declare that the amount being deposited herewith is not out of any funds acquired by me/us by borrowing or accepting from any other person. I/We declare that the first named depositor is the beneficial owner of this joint 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 and Conditions of Deposits and agree to abide by them.) I/We have gone through the financials and other declarations furnished by the Company and after careful consideration I am /We are making the deposit with the Company at my/our own risk and volition. • I/We further declare that, I/We am/are authorized to make this Deposit in the above mentioned Scheme and that the amount kept in the Deposit is through legitimate source and does not involve directly or indirectly any proceeds of offence and/or is not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002 and any Rules, Regulations, Notifications, Guidelines or Directions thereunder, as amended from time to time. I/We shall provide any further information and fully cooperate in any investigation as and when required by the Company in accordance with the applicable Law. I/We further affirm that the information/details provided by me/us is/are true and correct in all respect and nothing has been concealed.

****Thumb impressions must be attested by Magistrate or Notary Public or Special Executive Officer.**

Signature	Designation / Authority	FIRST APPLICANT (Guardian in case of Minor)	SECOND APPLICANT **SIGNATURES OF THE APPLICANT(S)	THIRD APPLICANT
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(For Office Use only - Please do not write in this block)

Principal Manager Name/Code	Sub Broker Code	Bank Branch Stamp	Bank Branch Sr. No.
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Cheque/Draft No. : _____ Amount : _____ Date of Realisation of Cheque/Draft : _____
FDR No. _____ Date _____ Amount (Rs.) _____

*-Please refer point No. 8 of the Terms and Conditions governing the Fixed Deposit Scheme.

Mahindra & Mahindra Financial Services Limited

(A subsidiary of Mahindra & Mahindra Limited)

- Applications for Deposits in the prescribed form duly signed by all the joint applicants and accompanied by cheque or demand draft should be submitted at the addresses given in the Application form.
- To comply with "Know Your Customer" Guidelines prescribed by the Reserve Bank of India, new investors should provide a copy of any one of the following documents [which contains the photograph of the concerned depositor (s)] for identification and proof of residential address:
 - Passport (ii) PAN Card with address proof (iii) Voters Identity Card (iv) Driving Licence. In case the address mentioned in the above documents differs from the present address, a copy of any one of the following documents should be furnished for proof of residential address:
 - Telephone Bill (ii) Bank Account Statement (iii) Letter from any recognized public authority (iv) Electricity Card (v) Letter from employer (vi) Ration Card.
- Payments should be made by way of an A/c Payee cheque/demand draft made payable to "MMFSL - Fixed Deposit" payable at par at the centres where the application is submitted.

PARTICULARS AS PER NON-BANKING FINANCIAL COMPANIES AND MISCELLANEOUS NON-BANKING COMPANIES (ADVERTISEMENT) RULES 1977 AS AMENDED

- Name of the Company: Mahindra & Mahindra Financial Services Limited (MMFSL). Regd. Office - Gateway Bldg., Apollo Bunder, Mumbai - 400 001.
- Date of Incorporation: 1st January, 1991
- Business carried on by the Company and its subsidiaries with details of branches or units, if any.
 - The Company is presently engaged in leasing, hire purchase and loan, financing of plant and machinery, vehicles and equipment, bills discounting, corporate finance, and related financial services.
 - Subsidiaries - The Company has following Subsidiaries:
 - Mahindra Insurance Brokers Limited carrying on the business of Insurance Brokers and having its Regd. Office at Mahindra Towers, P.K.Kurne Chowk, Worli, Mumbai - 400 018.
 - Mahindra Rural Housing Finance Ltd carrying on the business of Housing Finance and having its Regd. Office at Mahindra Towers, P.K.Kurne Chowk, Worli, Mumbai - 400 018.

Branches

The Company has branches at Anpara, Attingal, Ashok Nagar, Almora, Aluva, Ambedkarnagar, Agartala, Agra, Ahmedabad, Ahmednagar, Ajmer Rajasthan, Akola, Aligarh, Allahabad, Alleppey, Alwar, Ambala, Ambikapur, Amravati, Amritsar - Cdg, Anand, Anantapur, Angul, Ankleshwar, Asansol, Anna Nagar, Aurangabad, Azamgarh, Baran, Bardoli, Batala, Boisar, Betul, Barasat, Bina, Bhadrak, Baramati, Bankura, Balodabazar, Bahraich, Balasore, Buldhana - Khamgaon, Bellary, Bhavnagar, Bidar, Beawar, Berhampore, Bhiroda, Barghar, Bundi, Bolangir, Banswara, Ballia, Balrampur, Banda, Bangalore, Barabanki, Bareilly, Baroda, Basti, Beed, Begusarai, Belgauam, Berhampur, Bhadohi, Bhagalpur, Bhatinda, Bhawanipatna, Bhiwara, Bhopal, Bhubhaneswar, Bhuj, Bijapur, Bijnor, Bikaner, Bilaspur, Burdwan, Behror, Chamba, Chikmagalur, Chitradurga, Chhatisgarh, Chhindwara, Chong, Chong, Coimbatore, CoochBehar, Cuttack, Damoh, Deodard, Dhanera, Durgamcheri, Dibrugarh, Dahod, Durgapur, Darjeeling, Dindigul, Dausa, Dabra, Dewas, Dhar, Deogarh, Daltengonji, Delhi TransJamuna, Dehradun, Delhi, Deoria, Dharmtari, Dhanbad, Dharmapuri, Dhule, Davanegere, Dhokla, Dholpur, Deesa, Edapally, Eluru, Erode, Etawah, Forbesganj, Faizabad, Faridabad, Fatehpur, Gurgaon, Gandhidham, Gangtok, Ghazipur, Ghaziabad, Goa, Godhra, Gonda, Gorakhpur, Goregaon, Gulbarga, Guna, Guntur, Gurgaon, Guwahati, Gwalior, Gumbakonam, Hanumanagar, Hamirpur, Hazaribagh, Howrah, Hosur, Harda, Hoshangabad, Hajipur, Haldwani, Hardoi, Hardwar, Head Office, Himmattnagar, Hindaun, Hissar, Hubli, Hyderabad, Idukki, Irinjalakuda, Indore, Jorhat, Jhalawar, Islampur, Junagadh, Jabalpur, Jagdalpur, Jaipur, Jaisalmer, Jalandhar, Jalgaon, Jalna, Jammu, Jamnagar, Jamshepur, Jaypore, Jhunjhunu, Jodhpur, Jharsa, Jhabua, Jashpur, Jounpur, Jorethang, Jhansi, Karnprayar, Kadapa, Krishnanagar, Kalol, Keonjhar, Kushinagar, Kawardha, Kambhaliya, Kalyan, Karwi, Kaushambi, Khargone, Katni, Kayamkulam, Kota, Kottayam, Kumbakonam, Kurnool, Kannur, Khammam, Khandwa, Kharagpur, Kolar, Kolhapur, Kollam, Korba, Kaithal, Karimnagar, Kanhangad, Kanpur, Kapadwanji, Karakudi, Karnal, Kasaragod, Kuchaman City, Lakhimpur Kheri, Latur, Lucknow, Ludhiana, Maharajganj, Mandla, Margao, Miryalguda, Malegaon, Modasa, Mancherial, Mandasour, Mauganj, Mahoba, Maihar, Merta, Morena, Manendragarh, Mehboobnagar, Madurai, Malappuram, Malda, Mandi, Muktsar, Mangalore, Mathura, Mau, Meerut, Mehsana, Mirzapur, Moga, Muradabad, Muzaffarpur, Mysore, Manvi, Muvattupuzha, Medak, Mundra, Maninagar, Morvi, Madanapalle, Nandyal, Nagercoil, Nagothane, Namakkal, Nandakumar, Nawadah, Nadiad, Nagaur, Nagpur, Nanded, Narnaul, Nasik, Navsari, Nellore, Nizamabad, Neem Ka Thana, Narsinghpur, Narasaraopeta, Nirmal, Orai, Ooty, Ongole, Purulia, Phulbani, Pali, Patan, Pattambi, Phulera, Paramudi, Panna, Palampur, Pitampura, Portblair, Pandharpur, Palanpur, Panipat, Parbhani, Pathanamthitta, Patiala, Patna, Pondicherry, Pratnagar, Panvel, Pune, Pala, Purnea, Pudukkottai, Pathankot, Palakkad, Parali, Payyannur, Puri, Raiganj, Rampur, Raichur, Radhanpur, Rayagada, Rourkela, Rajamundry, Rajnandgaon, Rai Bareilly, Raigarh, Raipur, Rajkot, Ranchi, Rattlam, Ratnagiri, Rewa, Rewari, Rajampet, Ramgarh, Shajapur, Sehore, Shahpura, Singhana, Sujangarh, Sangrur, Sichek, Solan, Suri, Shillong, Seoni, Shahapur, Saharanpur, SRNagar-Hyd, Shimoga, Shivpuri, Sonbhadra, Siddharthnagar, Sawantwadi, Shikrapur, Shahdol, Srikakulam, Shirampur, Sagor, Salem, Sambalpur, Sangli, Sasaram, Satara, Satna, Sawai Madhopur, Shahjahanpur, Sidhi, Sikar, Siliguri, Simla, Sindhuanur, Sirsa, Sitapur, Solapur, Sri Ganganagar, Sultanpur, Surat, Surendranagar, Sheopur, Srinagar, Tezpur, Tharad, Tikamgarh, Tirupati, Tirupur, Tumkur, Thalassery, Tirur, Tonk, Thrissur, Tirunavelli, Trichy, Trivandrum, Thanjavur, Thiruvannamalai, Thiruvalla, Tembhurni, Thane, Ujjain, Unnao, Udaipur, Vandsa, Atakara, Vatnara, Vidisha, Villupuram, Vijapur, Valsad, Vasai, Vapi, Varanasi, Vellore, Vijayawada, Visakhapatnam, Waidhan, Wairangal, Wyanad, Yadvatmal, Yeshwanthpur, Zirakpur.

D Brief particulars of the management of the Company: The Company's affairs are managed by its Managing Director, under the guidance of the Board of Directors.

** E Name, address and occupation of the Directors of the Company.

NAME	ADDRESS	OCCUPATION
Mr. Bharat N. Doshi Non-Executive Chairman	Mahindra & Mahindra Ltd. Mahindra Towers, P. K. Kurne Chowk, Worli, Mumbai-400 018.	Executive Director
Mr. Uday Y. Phadke Non-Executive Vice-Chairman	Mahindra & Mahindra Ltd. Mahindra Towers, P. K. Kurne Chowk, Worli, Mumbai-400 018.	Company Executive
Mr. Ramesh Iyer Managing Director	MMFSL Sadhana House, Behind Mahindra Towers, 2nd Floor, 570, P B Marg, Worli, Mumbai-400 018.	Company Director
Mr. Dhananjay Mungale	MMFSL Sadhana House, Behind Mahindra Towers, 2nd Floor, 570, P B Marg, Worli, Mumbai-400 018.	Consultant
Mr. M.G. Bhide	MMFSL Sadhana House, Behind Mahindra Towers, 2nd Floor, 570, P B Marg, Worli, Mumbai-400 018.	Retired Bank Executive
Mr. Anjanikumar Choudhari	Mahindra & Mahindra Ltd. Mahindra Towers, P. K. Kurne Chowk, Worli, Mumbai-400 018.	Company Executive
Mr. Piyyush Mankad	MMFSL Sadhana House, Behind Mahindra Towers, 2nd Floor, 570, P B Marg, Worli, Mumbai-400 018.	Retired Civil Servant (IAS)
Ms. Rama Bijapurkar	MMFSL Sadhana House, Behind Mahindra Towers, 2nd Floor, 570, P B Marg, Worli, Mumbai-400 018.	Consultant

The text of this advertisement was approved by the Board of Directors on April 22, 2009 and the above Advertisement is issued on the authority and in the name of the Board of Directors of the Company. A copy of the text of this Advertisement signed by the majority of the Board of Directors who approved this Advertisement has been delivered to the Regional Office of the Department of Non-Banking Companies of the Reserve Bank of India, Mumbai.

"The financial activities of the Company are regulated by Reserve Bank of India. It must, however, be distinctly understood that Reserve Bank of India does not undertake any responsibility for the financial soundness of the Company or for the correctness of any of the statements or the representations made or opinions expressed by the Company and for the repayment of deposit/discharge of liabilities by the Company."

By the Order of the Board
For Mahindra & Mahindra Financial Services Limited

Date : 27th July, 2009

FORMS AVAILABLE AND ACCEPTED AT

Application forms for Deposits will be supplied on request at the Corporate Office of the Company - MMFSL, Sadhana House, Behind Mahindra Towers, 2nd Floor, 570 P B Marg, Worli, Mumbai - 400 018,

Tel.: 022-6652 6000, Fax : 022-24900728, the offices of the Fixed Deposit Processing Center/Offices of the Principal Managers of the Fixed Deposit Scheme. Email: mfmfd@mahindra.com

* Mahindra Business & Consulting Services Private Ltd. a wholly owned subsidiary w.e.f.7th May, 2009 carrying on the business of advisors and consultants to supply, provide, maintain and operate consultancy services on all matters and having its Regd. Office at Mahindra Towers, P. K. Kurne Chowk, Worli, Mumbai - 400 018.

** Dr. Pawan Kumar Goenka and Mr. M.B.N. Rao have been appointed as Additional Directors w.e.f. 27th July, 2009

Arnavaz M. Pardiwalla
Company Secretary

F & G. Profits and Dividend :

YEAR ENDED	PROFIT BEFORE DEPRECIATION AND TAX		PROFIT AFTER TAX		DIVIDED ON EQUITY SHARES
	2006-07	2007-08	2008-09		
2006-07	20932.36	20274.01	13288.34	40%	
2007-08	27951.06	27198.80	17702.40	45%	
2008-09	33304.88	32563.03	21452.06	55%	

- H. Summarised financial position of the Company as appearing in the two latest audited balance sheets immediately preceding the date of the advertisement i.e. as on 31st March 2009 and 31st March 2008:

LIABILITIES	(Rs. in Lakhs)		ASSETS	(Rs. in Lakhs)	
	as on 31.03.2009	as on 31.03.2008		as on 31.03.2009	as on 31.03.2008
Share Capital	9571.09	9528.83	Net Fixed Assets	3744.01	3209.23
Employee Stock Option Outstanding	129.34	135.43	Reserves & Surplus	10971.10	307.92
Secured Loans	446683.32	461352.55	Investments	711796.64	686120.58
Unsecured Loans	74618.22	42897.00	Current Assets Loans & Advances	17875.08	12543.50
Current Liabilities & Provisions	76169.08	66505.21	Deferred Tax Asset		
Total	744386.83	702181.23	Total	744386.83	702181.23

NOTE : Contingent liabilities - Rs 52076.62 Lakhs. (Contains Income Tax Matters - Rs.4478.28 Lakhs, Performance Guarantee - Rs.200 Lakhs, Corporate Undertaking on Assignment Transactions - Rs.45820.20 Lakhs, Outstanding Capital Commitment Rs.94.31 Lakhs & pending Legal Suits Rs.1483.83 Lakhs)
Total Exposure to companies in the same Group and other entities in which Directors are holding substantial interest as on 31st March 2009 - Rs. Nil.

- i) The amount which the companies can raise by way of deposits - Rs. 511122 Lakhs
ii) Amount of deposits held as at 31st March 2009 - Rs. 7241.22 Lakhs
- The Company has no overdues other than unclaimed deposits.
- Non-Banking Financial Companies Acceptance of Public Deposits (Reserve Bank) Directions, 1998 :
 - Rate of Return to the depositors:
Deposits will be accepted under Non-Cumulative Scheme and Cumulative Income Scheme. The interest rate for all cases is as per the scheme mentioned on the cover page of current Fixed Deposit form.
 - Mode of Repayment of deposits :
All repayments for refund of principal will be made by an account payee cheque/demand draft on the Company's Bankers encashable at par/Electronic Clearing Service [ECS] facility.
 - Interest Rate in case of premature payment of deposit

Period Exceeding	But Less than	Applicable interest rate
0 Days	3 Months	Withdrawal not allowed
3 Months	6 Months	Nil
6 Months	Period of Deposit	The interest rate payable shall be 2% lower than the interest rate applicable for the period for which the deposit has run or if no rate has been specified for that period, then 3% lower than the minimum rate at which the public deposits are accepted by the Company.

- The Deposit Receipt duly discharged on revenue stamp should be sent to the Corporate Office of the Company at least 4 weeks before the date of maturity to enable the Company to repay the Deposit.
- Presently the Company has been assigned 'FAA' by CRISIL Ltd.
- In the case of non-repayment of deposit or part thereof as per the terms and conditions of such deposit, the depositor may approach the Company Law Board, Western Region Bench, 2nd Floor, NTC House, 15 Narottam Morarjee Marg, Ballard Estate, Mumbai 400 038.
- In case of any deficiency of the Company in servicing, its depositor may approach the National Consumer Redressal Forum, State Level Consumer Redressal Forum or the District Level Consumer Redressal Forum, for relief.
- Deposits accepted by us are not insured.
- The Company is having a valid Certificate of Registration No. 13.00996 dated 4th September, 1998 issued by the Reserve Bank of India under section 45IA of the Reserve Bank of India Act, 1934. However the Reserve Bank of India does not accept any responsibility or guarantee about the present position as to the financial soundness of the Company or for the correctness of any of the statements or representations made or opinion expressed by the Company.
- The Company hereby declares:
 - that it has complied with the provisions of the directions contained in the Non-Banking Financial Companies (Reserve Bank) Directions 1998 ;
 - that compliance with the directions does not imply that repayment of deposits is guaranteed by the Reserve Bank of India;
 - that the deposits accepted by the Company (other than secured deposits, if any accepted under the provisions of the directions, the aggregate amount of which may be indicated) are unsecured and ranking *pari passu* with other unsecured liabilities;
 - that the acceptance of deposits is subject to the terms and conditions as appearing in the application form which are subject to change without notice;
 - that the Company is not in default in the repayment of any deposit or part thereof and any interest thereupon in accordance with the terms and conditions of such deposits;
 - that the financial position of the Company as disclosed and the statements made in the application form are true and correct. The Company and its Board of Directors are responsible for the correctness and veracity thereof; and
 - the Board of Directors reserves the right to offer special terms for high value deposits within the RBI Guidelines.

Date : 27th July, 2009

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** Dr. Pawan Kumar Goenka and Mr. M.B.N. Rao have been appointed as Additional Directors w.e.f. 27th July, 2009

Arnavaz M. Pardiwalla
Company Secretary