

PARTICULARS OF THE COMPANY AS PER THE COMPANIES)ACCEPTANCE OF DEPOSITS(RULES 1975, AS AMENDED

- a) Name of the Company : HATSUNAGRO PRODUCT LTD.
 b) Date of Incorporation : 4th March, 1986
 c) Business : The company is engaged in the manufacture, distribution and sale of Ice Cream under the Brand Name "ARUN" procurement, processing and distribution, sales of liquid milk under the brand names "AROKY", "HATSUN TONED MILK" "HATSUN FULL CREAM MILK" and manufacture and sale of milk related products. The company has factories at Redhills, Salem, Kancheepuram, Palacode and Madurai in Tamil Nadu and at Belgaum and Honnali in Karnataka. The company has branches / depots at Avinashi, Bangalore, Chennai, Kancheepuram, Madurai, Puducherry, Salem, Thanjavur, Thirunelveli and Vijayawada. The Company has no Indian subsidiaries.
 d) Management : The company is managed by the Managing Director, Joint Managing Director and Executive Director Operations subject to the superintendence, control and direction of the Board of Directors.

e) Names, Addresses & Occupation of Directors :

Name	Address	Occupation
Mr.R.G. Chandraogan Chairman & Managing Director	No.14 Sunrse Avenue, Akkarai, Sholinganallur, Chennai - 600 119.	Industrialist
Mr.K.S. Thangarajan Joint Managing Director	Flat No.38, Sai Ram Apts, 3, Velmiku Street, T. Nagar, Chennai -600 017.	Company Director
Mr.C.Sathyan Executive Director - Operations	No.14, Sunrise Avenue Akkarai, Sholinganallur, Chennai - 600 119.	Company Director
Mr. P. Vaidyanathan Director	7AB III Block Kences Enclave, 1, Ramakrishna Street, Off. North Usman Road, T.Nagar, Chennai 600 017.	Businessman
Mr. Mirti P. Shah Director	311 North Wayne Street, N. Manchester, Indiana - 46962, USA.	Businessman
Mr. S. Thiagarajan Director	Flat No.B/2, F/113, Anna Nagar East, Chennai - 600 102.	Consultant
Mr. B.S. Mani Director	No.226, 5th Cross Street, Domulur Layout Bangalore - 560 071.	Journalist
Mr. N. Chandrasekaran Director	Flat No.1B D Block, Raintree Apartments, No.21, Venus Colony II Street, Alwarpet, Chennai - 600 018.	Journalist

f) Profits and Dividends :

For the year ended 31st March	Before Tax (Rs. in Lakhs)	Profit After Tax (Rs. in Lakhs)	Dividend Amount (Rs. in Lakhs)	Percentage
2007	1146.03	814.60	135.78	20%
2008	2794.92	1732.56	407.33	60%*
2009	1992.19	1196.79	203.66	30%

g) Summarised Financial position of the Compan as appearing in the two latest audited Balance Sheets :

(Rs. in Lakhs)

LIABILITIES	As at March 31, 2009	As at March 31, 2008	Assets	As at March 31, 2009	As at March 31, 2008
Share Capital	1187.21	1187.21	Fixed Assets	29457.01	17542.11
Reserves and Surplus	4539.52	3628.55	Investments	13.96	-
Secured Loans	19324.01	8371.56	Current Assets Loans and Advances	6488.07	8929.78
Unsecured Loans	3563.96	4439.81			
Current Liabilities and Provisions	6149.16	7769.65			
Deferred Tax Liabilities	1116.33	991.86			
Deferred Revenue Income	78.85	83.25			
Total	35959.04	26471.89	Total	35959.04	26471.89

Brief particulars of Contingent Liabilities :

(Rs. in Lakhs)

Contingent Liabilities not provided for	As at March 31, 2009	As at March 31, 2008
	159.32	218.73

- h) The amount which the company can raise under the Companies (Acceptance of Deposits) Rules, 1975 as amended :
- 10% of the aggregate of the paid-up Share Capital and Free Reserves of the Company as deposit against unsecured debentures of any deposit from a shareholder or any deposits guaranteed by a Director of the Company Rs.474.13 Lakhs
 - 25% of the aggregate of the paid up Share Capital and Free Reserve of the Company as Deposits from Public Rs.1185.33 Lakhs
 - The aggregate of deposits actually held under these Rules as at 31st March 2008 Rs.345.42 Lakhs.
- i) The company has no over due Deposits other than those unclaimed.
- j) The Company hereby declares :
- That it has complied with the provisions of the Companies (Acceptance of Deposits) Rules 1975, as amended upto date :
 - That the compliance with these Rules does not imply that repayment of deposits it guaranteed by the Central Government.
 - That the deposits accepted are unsecured and rank pari passu with the other unsecured liabilities of the company and
 - That the Company is not in default in the repayment of any deposits or part thereof and any interest thereupon in accordance with terms and conditions of such deposit.

The text of this Advertisement was approved by the Board of Directors at its meeting held on 23rd June 2009 and a copy thereof signed by the majority of the Company as constituted at that time is been filed with the Register of Companies, Tamil Nadu, Chennai for registration. The Statement of Advertisement has been issued in the name and on the authority of the Board of Directors of the Company.

Place : Chennai
Date : 23rd June 2009

For and on behalf of the Board of Directors,
R.G. CHANDRAMOGAN
Chairman & Managing Director



HATSUN AGRO PRODUCT LTD

Regd. Office : No.5A, Vijayaraghava Road, T. Nagar, Chennai - 600 017.



DEPOSIT SCHEMES

ACCEPTANCE / RENEWAL OF NON-CUMULATIVE DEPOSITS / CUMULATIVE DEPOSITS

SCHEME A	PERIOD	RATE OF INTEREST	INTEREST PAYMENT
FIXED DEPOSIT Minimum amount Rs.21,000/- Higherr amount in multiples of Rs.1000/-	1 Year	10.00%	QUARTERLY
	2 Years	11.00%	

SCHEME B	PERIOD	DEPOSIT AMOUNT	MATURITY VALUE	ANNUAL YIELD
CUMULATIVE DEPOSIT Minimum amount Rs.21,000/- Higherr amount in multiples of Rs.1000/-	1 Year	Rs.21,000/-	Rs.23,180/-	10.381%
	2 Years	Rs.21,000/-	Rs.26,090/-	12.119%

Principal Managers to our Deposit Schemes:

- Alpha Systems (P) Ltd** : 30, Ramana Residency, 4th Cross, Sampige Road, Malleswaram, Bangalore - 560 003.
Tel: 091 - 080 - 23460815 - 818 Fax : 091 - 080 - 23460819
- Bajaj Capital Ltd.** : 19, Wellington Plaza, Ground Floor, 90 Anna Salai, Chennai - 600 002.
Phone : 044 - 23451234 Fax : 23451222 / 23457359
- Eastern Financiers Ltd.** : Room No. 105 & 106, Cisons Complex (3rd Floor), No.2 Montieth Road,
Egmore, Chennai - 600 008. Phone : 044 - 28586757, 28588647, Fax : 044-28514130
- Om Spectrum Financial Consultants Private Ltd.** : No. 108, Forth Avenue, Ashok Nagar, Chennai - 600 083. Phone : 044 - 24891133

Deposits are accepted from the following cities / towns only.

- Tamil Nadu** : Chennai, Chidambaram, Coimbatore, Cuddalore, Dindugal, Erode, Gobichettipalayam, Hosur, Kanchipuram, Karaikudi, Karur, Kumbakonam, Madurai, Mayiladuthurai, Nagapattinam, Nagercoil, Namakkal, Pattukottai, Periyakulam, Pollachi, Pondicherry, Pudukkottai, Rajapalayam, Rasipuram, Salem, Sattur, Sivagangai, Sivakasi, Thanjavur, Theni, Thiruvannamalai, Tirunelveli, Tiruppur, Trichy, Tuticorin, Vellore, Villupuram, Virudhunagar.
- Andhrapradesh** : Bhimavaram, Guntur, Hyderabad, Kakinada, Nellore, Rajamundry, Tenali, Vijayawada, Visakapatnam
- Karnataka** : Bangalore, Belgaum, Davengere, Hubli, Mangalore, Mysore, Tumkur,
- Kerala** : Ernakulam, Kottayam, Pallakkad, Thirsur, Thiruvananthapuram
- Maharashtra** : Mumbai, Pune, Thane
- Gujarat** : Ahmedabad
- New Delhi** : New Delhi
- West Bengal** : Kolkatta

ALL COMMUNICATIONS TO BE ADDRESSED TO:

HATSUN AGRO PRODUCT LTD DEPOSIT DEPARTMENT

Regd. Office No.5A, Vijayaraghava Road, T.Nagar, Chennai - 600 017.

Phone:(044)28150014 Fax: 28152508



HATSUN AGRO PRODUCT LTD

Regd. Office : No.5A, Vijayaraghava Road, T. Nagar, Chennai - 600 017.



TERMS AND CONDITIONS GOVERNING ACCEPTANCE OF FIXED DEPOSITS

APPLICATIONS

1. Deposits shall be for a minimum of Rs.21,000/- and in multiples of Rs. 1,000/- thereafter.
2. Applications should be made in the Company's prescribed form along with crossed Account Payee Cheque/Demand Draft drawn in favour of **HATSUN AGRO PRODUCT LIMITED-FIXED DEPOSIT A/c.**
3. If the Deposit is in the name of Minor, the Guardian must sign the Application Form. The interest and the principal would be payable to the Guardian whose signature has been given on application form.
4. **Applications will be accepted from individuals and HUF only (in case of HUF, duly attested HUF deed is to be submitted)**
5. **First applicants Bank Account particulars must be mentioned compulsorily. Income Tax PAN to be mentioned compulsorily when the Deposits Amount Exceeds Rs.50,000/-**
6. The period of Deposit and calculation of interest thereon will commence from the date of realisation of the cheque/draft by the Company.
7. Deposits are accepted through our principal managers only and from the cities/towns mentioned. Deposits from cities/town other than those mentioned will not be accepted.
8. Outstation Deposits are accepted only by Demand Draft and the commission for the same may be deducted from the principal amount.
9. For outstation depositors, repayment of principal by the Company at the time of maturity will be made by at Par cheque/Demand Draft.

PAYMENT OF INTEREST

1. Interest on Deposits under Scheme 'A' shall be paid Quarterly on 31st March, 30th June, 30th September, 31st December and on maturity and under Scheme 'B' interest shall be compounded quarterly and paid on maturity.
2. Payment of Interest will be made by crossed warrant on the Company's Bankers and will be payable at par at the selected branches mentioned overleaf of the warrant and any request for cash payment or Demand Draft thereof will not be entertained.
3. **Post dated interest warrants will be sent for each financial year irrespective of the period of Deposit. THE DEPOSITORS ARE REQUESTED TO PRESERVE THEIR WARRANTS SAFELY TO ENABLE THEM TO BE ENCASHED ON THE DUE DATES.**
4. Interest on deposit will cease to run from the date of maturity.

INCOME TAX

1. Tax at the applicable rates and in accordance with the provisions of the Income Tax Act, 1961, will be deducted at source from the amount of interest paid and/or credit to the depositor. Tax is not deductible if the aggregate amount of interest paid or payable during the financial year does not exceed Rs 5,000/- or the necessary statement of declaration in Form 15G, in duplicate as required under the said Act, is furnished to the Company along with the form at the time of placement of Deposit and at the beginning of each Financial year subsequently.

JOINT DEPOSITS

1. In the case of joint deposits, the total number of depositors should be limited to three members and deposit will be accepted on "Either or Survivor" or "Former or Survivor" basis. All correspondence will be addressed to the First named applicant of the deposit and payments of interest and principal amount will be made to the first named depositor during his/her lifetime, unless specifically otherwise authorized by all depositors. On death of any one of the holders, the company shall be discharged from all liabilities by transferring the deposits absolutely in favour of survivors.
2. In case of "Either or Survivor" the discharge for repayment can be given by either of the depositors and the repayment of principal and interest shall be valid and binding on the other depositor. In the event of death of either of the depositors, all payment on account of principal or interest will be made to the survivor depositor on production of an attested copy of the death certificate. In the event of death of any one of the depositors, in the case of joint deposits standing in two names, the survivor depositor has the option to add/substitute any new person as a joint depositor during the tenure of the deposit period. However in the case of premature closure, all the depositors should sign the deposit receipt.
3. In case of "Former or Survivor" the repayment of deposit will be payable to the former of the surviving depositors on production of an attested copy of the death certificate along with the duly discharged deposit receipt.
4. In the event of death of the sole depositor unless the depositor has appointed a nominee, the deposit amount together with the interest due thereon, will be paid to the legal representatives of the deceased on production of proper legal representation such as Probate of the Will Succession Certificate or Letter of Administration granted by a court of competent jurisdiction, provided that the company may in its absolute discretion dispense with the production of such legal representation upon such terms and conditions as it may consider adequate.

NOMINATION

1. Nomination can be made by individuals only applying singly or jointly, if jointly, only upto two persons. The nominee shall not be a Trust, Society, Body Corporate, Partnership Firm, Karta of Hindu Undivided Family, holder of a Power of Attorney, Non-Resident Indian or a Foreigner. Those who are making Nominations are requested to submit Nomination Form No. 10B duly filled.
2. In the event of death of the sole depositor, or in case joint depositor, all the joint depositors, the deposit amount together with interest due thereon, will be paid to the nominee, if any, given in the application, on production of certificate(s) of death, deposit receipt(s) and proof of identity.
3. Nomination stands rescinded upon repayment/renewal of deposits made.
4. In case the deposit holder holding more than one deposit in the company, separate nominee can be appointed for each deposit.
5. Nomination can be varied or cancelled by executing fresh form.
6. The company will not entertain any claims other than those of registered nominee unless so directed by the court.

DEPOSIT RECEIPT

1. The Deposit Receipts issued by the Company are Non-Transferable and Non-Negotiable.
2. In the event of loss of the Receipt, the Company may at its sole discretion issue a duplicate receipt upon receiving indemnity in the prescribed form, from the depositor and after compliance of such other formalities as may be required. All expenses in this connection shall be borne by the deposit holder.

RENEWAL/REPAYMENT OF DEPOSIT

1. **The deposit receipts, duly discharged on requisite revenue stamps, and signed by the relevant applicants should be lodged with the company at least Seven working days prior to the date of maturity/renewal to enable the company to refund/renew the deposits on the due dates and the New Application must be signed by all applicants according to the Companies (Acceptance of Deposits) Rules, 1975 as amended. It is not obligatory on the part of the company to give advance intimation about maturity of the deposit.**
2. All payments of principal and/or interest will be made by means of "A/c Payee" Cheques/warrants drawn on Company's Bankers.
3. Deposits may be renewed on the basis of fresh applications but solely at the discretion of the company.
4. The Company may at its sole discretion permit the depositor to withdraw the deposit amount prior to maturity. In the event of the company agreeing to repay deposit before maturity date, the rate of interest payable on the deposit will be governed by the provisions of the Companies (Acceptance of Deposit) Rules, 1975, as amended from time to time.

GENERAL

1. Any change in address, etc. must be notified to the company promptly.
2. The company will not recognise or accept any lien or assignment of Fixed Deposits and/or interest thereon.
3. Deposit will be subject to the directives of Reserve Bank of India, Companies (Acceptance of Deposits) Rules, 1975, as amended from time to time under the Companies Act, 1956, and/or any other legislation in force or that may come into force from time to time.
4. The Company reserves the right subject to the provisions of Companies (Acceptance of Deposits) Rules 1975, as amended to date :-
 - a) to reject any application for fresh deposit or renewal without assigning any reason;
 - b) to alter or amend, from time to time without notice, all or any of the terms and conditions mentioned above;
 - c) to accept the deposits only for such period as it may decide from time to time;
 - d) to repay the deposits prematurely before the due date.
 - e) to vary without notice the dates of payment of interest.
5. Deposits will not be accepted from partnership firms
6. If the due dates for any payments falls on Sundays, Bank Holiday or any other day on which the office remains closed payment will be made on the next working day.
7. Any additions or alterations in the deposit will be made only at the time of maturity.
8. All matters in regard to this scheme are subject to **Chennai jurisdiction.**
9. All communications with regard to deposits should be addressed quoting Deposit Receipt. No. and date to the Company's **Deposit Section** located at **HATSUN AGRO PRODUCT LTD., No.5A, Vijayaraghava Road, T.Nagar, Chennai-600017.**