

FIXED DEPOSIT SCHEMES

Scheme-A Non-Cumulative	
Period	Rate of interest per annum
Six months	11.50
One Year	11.75
Two Years	12.25
Three Years	12.50

Scheme-B Cumulative Deposit			
Period	Amount of Deposit	Amount payable on maturity	Effective Yield per annum (%)
Six months	25000	26462	11.70%
One Year	25000	28069	12.28%
Two Years	25000	31823	13.65%
Three Years	25000	36167	14.89%



Scheme Highlights

1. The minimum amount of Deposit Rs.25,000/- and thereafter in multiple of Rs. 1000/- for both the schemes.
2. Interest for Scheme- A. Non-Cumulative will be compounded and paid quarterly. Post dated principal repayment cheque will be dispatched in advance along with the Fixed Deposit Receipt. Post dated Interest Warrants on deposits for each financial year will be dispatched in advance along with Fixed Deposit Receipt.
3. For Scheme –B. Cumulative, Post dated principal repayment cheque will be dispatched in advance along with FDR.
4. There is no Deduction of Tax at Source on interest amount upto Rs.5000/- per annum
5. Eligible investors:- Individuals, Minors (through Natural Guardians), HUF's Association of Persons, Societies, Domestic Companies and Trusts.

Corporate Highlights

- Conceives, builds, owns, markets and manages own properties under the brand name “**CAMBAY**” and also operates other properties under management contracts.
- Strong team of professionals backed by years of diverse industry experience, capable in setting up and managing operations.
- Net worth exceeds **Rs. 2100 million**.
- Properties located across India - **Ahmedabad, Gandhinagar, Jaipur, Udaipur, Kollam, Neemrana and Dahej**.
- Every Property provides state-of-the-art facilities within a wide range of offering **Spa, Golfing, Entertainment Zone, Multi Cuisine Restaurants, Banqueting, Travel & Tours and Timeshare**.
- NLL - An innovative and integrated hospitality solutions company also offers graduate and post graduate courses in hospitality under its education division.
- Profit after tax for the period of 01/04/2010 to 31/03/2011 is Rs. 596.20 lacs

IN SCHEME 'A' (NON - CUMULATIVE) POST-DATED INTEREST WARRANTS FROM THE DATE OF ACCEPTANCE OF DEPOSIT UPTO THE FOLLOWING 31ST MARCH WILL BE SENT IN ADVANCE ALONG WITH THE DEPOSIT RECEIPT AND FOR SUBSEQUENT YEAR BY 25TH APRIL.

MANAGERS TO THE FIXED DEPOSIT

RR INVESTORS RETAIL SERVICES PVT. LTD.

47, MM ROAD, RANI JHANSI MARG, JHANDEWALAN, NEW DELHI-110055
Tel.:- 91 11 23636362-63 Toll Free No.: 1800-11-0444 (BSNL / MTNL Only)

TERMS AND CONDITIONS OF FIXED DEPOSIT SCHEME

APPLICATIONS

- Deposits will be accepted from the individual, HUF, Sole Proprietor, Partnership firm and Shareholders of the company, and the Deposit amount shall be for a minimum of Rs. 25,000/- and in multiples of Rs. 1,000/- there after.
- Applications should be made in the Company's prescribed form along with crossed Account Payee Cheque/Draft drawn in favour of **"Neesa Leisure Limited-Fixed Deposit Collection Account"** and lodged at the company office at Gandhinagar or with the Managers to the Fixed Deposit Scheme.
- If the deposit is in the name of Minor, the Guardian must sign the Application Form. The interest and principal would be payable to the Guardian whose signatures have been given on Application Form.
- Outstation applicants should send Demand Draft for the entire value of the deposit amount to be drawn in favour of **"Neesa Leisure Limited-Fixed Deposit Collection Account"**- payable at Ahmedabad only. However, the period of deposit shall commence only from the date of credit of the proceeds in our account by our bank.

INTEREST

- Under **Scheme "A"** interest shall be paid quarterly on 31st March, 30th June, 30th Sept., 31st December & on maturity. Under **Scheme "B"** Interest shall be compounded quarterly and paid on maturity.
- In **Scheme "A"** post dated interest warrants from the date of acceptance of deposit upto the following 31st March will be sent in advance along with the Deposit Receipt and for subsequent year by 25th April. Interest on Fixed Deposits received in March or September will be entitled to received interest in next half year
- In case of deposits renewed after its due date of maturity, for a period of 6 months, 1 year, 2 years or 3 years as the case may be, interest is payable for the period of renewal.
- Interest on deposit will cease to run from the date of maturity in case of non-renewal and non-withdrawal / unclaimed.

INCOME TAX

- (a) 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 credited 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/declaration in Form 15G/15H, 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. Fixed Deposit Receipt with multiple applications will be clubbed for the calculation of TDS.
- (b) The sole/first depositor is requested to give his Permanent Account Number in the space provided in the Application Form as the same is required to be furnished with the relevant return in respect of Tax Deducted at Source.

SOLE/JOINT DEPOSITS

- For joint deposits all payments whether by way of interest or repayment of principal will be made in favour of and all correspondence will be addressed to the first named depositor. Any discharge given by the first named depositor for payment of principal and/or interest shall be valid and binding on all joint depositor(s).
- In the event of death of the first joint holder, the repayment of the deposit and payment of interest shall be made to the person named first in order of the survivor(s) on production of death certificate. It implies that the Fixed Deposit Receipts are not on 'either or Survivor basis'. Please see also Clause 13.

NOMINATION

- Nomination can be made by individuals only, applying singly or jointly. The nominee shall not be a Trust, Society, Body Corporate, Partnership Firm, Karta of Hindu Undivided Family, holder of a Power of Attorney. A non-resident Indian can be a nominee on repatriable basis.
- In the event of death of the sole depositor or joint depositor's, the fixed 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. The amount of deposit so paid to the nominee shall be a valid discharge by the company against the legal heirs. In any other case, it will be necessary for the legal representative of the deceased depositor to produce succession certificate, probate of the will, letters of administration or other legal representation to the satisfaction of the Company.

FIXED DEPOSIT RECEIPTS

- Deposit Receipts are issued only from the Gandhinagar, Registered office of the Company.
- The Deposit Receipts issued by the Company are Non-Transferable and Non-Negotiable.
- In the event of loss of the Fixed Deposit 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 by the Company. All expenses in this connection shall be borne by the deposit holder.

RENEWAL / REPAYMENT OF DEPOSIT

- The deposit shall be repaid only on or after the date indicated on the Fixed Deposit Receipt. The payment of principal and interest will be made by cheques payable at par at places as mentioned in fixed deposit application form.
- The date of repayment of the deposit is indicated on the Fixed Deposit Receipt and the same is payable on or after the said date. No further intimation or notice regarding maturity of Deposit will be given to the depositor. The Deposit Receipt in original duly discharged on requisite revenue stamp by the first named depositor should be sent to the F.D. Section of the Company at Gandhinagar at least 15 days in advance of the date of maturity for repayment/renewal of the deposit amount. Renewal will be considered on a fresh application form.
- 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 a deposit before maturity date, the rate of interest payable on the deposit will be governed by the provisions of the Companies (Acceptance of Deposits) Rules, 1975, as amended from time to time. In other instance, that if the depositor prematurely withdrawn, the interest rate payable and the applicable penalty would be calculated based on the Companies (Acceptance of Deposits) Rules, 1975.

GENERAL

- Pursuant to Section 58AA of the Companies Act, 1956, the applicants are hereby informed that:-
 - The Company has never defaulted in repayment of deposits or interest thereon, and
 - That there has not been a case where interest accrued on deposits has been waived, including on deposits held by small depositors.
- Any change in address, etc. must be notified to the Company promptly and to be effective at least 60 days before the date on which the payment of interest, etc. falls due.
- The Company will not recognize or accept any lien or assignment of Fixed Deposits and/or interest thereon.
- Interest Warrants/Cheques, Fixed Deposit Receipt and Repayment Warrants/Cheques dispatched by the Company through postal services to the registered address of the sole/first depositor shall be deemed to have been duly delivered to the depositor(s).
- 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.
- Deposits are accepted subject to Gandhinagar jurisdiction only.
- The Company reserves the right subject to the provision of Companies (Acceptance of Deposits) Rules 1975, as amended to date:
 - To reject any application for a fresh deposit or for renewal without assigning any reason;
 - To alter or amend, from time to time without notice, all or any of the terms and conditions mentioned above;
 - To accept the deposits only for such period as it may decide from time to time;
 - To repay the deposit prematurely before the due date; and
 - To vary without notice the dates of payment of interest.
- Incomplete Application Form will not be accepted.
- All communications with regard to deposits should be addressed quoting F.D.R. No., Name of the Depositor and date to the Company's F.D. Section located at Neesa Leisure Limited Regd. office; plot no.X-22,23&24 G I D C Electronic Estate, Sector-25, Gandhinagar-382044 Gujarat Email: customercare@neesafixeddeposit.com

HOW & WHERE TO APPLY :

- Kindly fill in the Application Form contained herein following the instructions noted thereon.
- Payment should be made by means of 'A/c Payee Cheque / Bank Draft' in favour of **"Neesa Leisure Limited -Fixed Deposit Collection Account"** payable at Ahmedabad.
- Outstation applicants should send Demand Drafts payable at Ahmedabad.
- Applicant may get the application form from authorised Broker & designated Offices or download it from the Company website & can be submitted at the Offices of the authorised broker or at the registered Office of the company.

NEESA
LEISURE

Acknowledge Slip (To be Filled in by the Applicant)

Sr No. :

Application No. :
Received from

[Grid for Application No. and Received from]

(Name of the first / sole applicant)

Address : [Grid for Address]

[Grid for Address]

[Grid for Address]

An Application for a fixed deposit together with Cheque/Draft/Public Deposit receipt

No. [Grid] Dated [Grid] [Grid] [Grid] [Grid] [Grid]

D D M M Y Y Y Y

drawn on [Grid]

For Rs. [Grid]

being fixed deposit amount for a period of 6/12/24 months

for, NEESA Leisure Ltd.

Authorised Signatory

APPLICATION FORM FOR FIXED/CUMULATIVE DEPOSIT SCHEMES

WRITE ONLY ONE LETTER IN EACH BOX BY USING BLOCK LETTER AND TICK (3) APPROPRIATE BOX WHERE APPLICABLE

Sr. No. _____

FIRST APPLICANT'S NAME : MR./MRS./MS. _____ AGE _____

IF MINOR, GUARDIAN'S NAME _____

ADDRESS (i) : _____

ADDRESS (ii) : _____

AREA : _____ CITY : _____ PIN CODE : _____

First Applicant's Father's/Husband's Name : _____

DATE OF BIRTH OF FIRST APPLICANT : _____ / _____ / _____ PHONE NO. : _____

(IN CASE OF MINOR & SENIOR CITIZEN)

E-mail address : _____

SECOND APPLICANT'S NAME
MR/MRS /MS _____

THIRD APPLICANT'S NAME
MR/MRS /MS _____

CATEGORY	STATUS	OCCUPATION
<input type="checkbox"/> PUBLIC	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SERVICE
<input type="checkbox"/> EMPLOYEE	<input type="checkbox"/> TRUST	<input type="checkbox"/> PROFESSIONAL
<input type="checkbox"/> SHAREHOLDER*	<input type="checkbox"/> HUF	<input type="checkbox"/> BUSINESS
		<input type="checkbox"/> RETIRED
		<input type="checkbox"/> HOUSE WIFE
		<input type="checkbox"/> STUDENT
		<input type="checkbox"/> OTHERS

* LF NO./ _____

AMOUNT OF DEPOSIT RUPEES _____

RUPEES _____

BY CHEQUE / DD NO. _____ DATED _____

DRAWN ON _____ BRANCH _____

IF RENEWAL, FDR NO _____ DATED _____

MATURITY VALUE RS. _____ DUE ON _____

TYPE OF DEPOSIT SCHEME SENIOR CITIZEN FOR THE PERIOD

A B YES NO 6 12 24 36 Months

TAX TO BE DEDUCTED YES NO NA

(If no, Form 15G/15H* should be submitted alongwith the Application Form, otherwise tax will be deducted wherever applicable)

PERMANENT A/C NO (enclose copy of PAN Card) _____

(PAN is mandatory in case Deposit is Rs. 50,000/- or more) _____

DECLARATION:-
I/we hereby declare that the amount being deposited with you is not out of any funds acquired by me/us by borrowing from any other person. I/we declare that I am/we are resident(s) of India and am/are not depositing this amount as nominees of any person residing outside India. I/we declare that the 1st 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 also declare that the status as declared above is correct. I/we have read the Terms & Conditions of Deposit and agree to abide by the same.

DEPOSIT TO BE PAYABLE ON MATURITY TO	DETAILS OF OTHER DEPOSIT(S) WITH THE COMPANY
<input type="checkbox"/> FIRST NAMED DEPOSITOR	<input type="checkbox"/> NONE
<input type="checkbox"/> EITHER OR SURVIVOR	<input type="checkbox"/> YES, FDR NO. _____

BANK PARTICULARS OF FIRST APPLICANT

Name of the Bank _____

Branch _____

Account Type : Current Saving

Account Number _____

NOMINATION FORM
(To be filled in by individual(s) applying singly or jointly)

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

Nominee's Name _____

Guardian's Name* _____

Date of Birth* _____ / _____ / _____ Relationship _____

Address _____

(Signature of Nominee/Guardian*) _____ Signature of Depositor(s) _____

*in case the nominee is a minor

SIGNATURE OF THE APPLICANT(S)

FIRST/SOLE APPLICANT _____

SECOND APPLICANT _____

THIRD APPLICANT _____

FOR OFFICE USE ONLY

Received Rs _____ Date of Deposit _____

INV _____ Checked By _____

Approved by _____ FDR No. & Date _____

L.F.No. _____ Date of Realisation _____

Payin Slip No. & date _____ Broker Code No. _____



INFORMATION AS PER THE COMPANIES (ACCEPTANCE OF DEPOSITS) RULES, 1975

as amended from time to time (the Rules) under Section 58 A of the Companies Act, 1956.

a) **Name of the Company** : Neesa Leisure Limited (Originally incorporated as Gandhinagar Hospitality Private Limited)

b) **Date of Incorporation** : 27th November 1998

c) **Business Carried on by the Company :**

The Company is currently engaged in the business of developing and managing hotels, resorts, time share - product design and sale, city club, golf club - products services, vacation club, club membership, catering and travel, banqueting, educational institutes / academies, restaurant, café shops, bakery and fast food retail.

d) **Brief Particulars of the management of the company :**

The Company is managed by the Chairman cum Whole Time Director and Managing Director subject to the superintendence direction and control of the Board of Directors

e) **Names, Addresses and Occupations of the Directors.**

No.	Name of the Director	Residential Address	Occupation
1	Shri Sanjay Raghunath Prasad Gupta	B-202,Dhananjay Tower, Nr. Shyamal Row house, Satellite, Ahmedabad- 380015	Business
2	Mr. Manoj Singhal	A-2/202, La Habitat Apartment, Thaltej, Ahmedabad- 380054,	Service
3	Shri Pankaj Anand Mudholkar	A-2/103, Goyal intercity, Drive-in-Road, Ahmedabad- 380015,	Business
4	Smt. Neelu Sanjay Gupta	B-202,Dhananjay Tower, Nr. Shyamal Row house, Satellite, Ahmedabad- 380015	Business
5	Shri Mehar Karan Singh	No.510, Olympus, Altamount Road, Mumbai-400026,	Business
6	Shri Yogesh Joshi	12 B, Nehru Park Society, Near Malhar Point, Off. Old Padra Road, Vadodara- 390007	Business
7	Shri Shailesh Modi	No.10, Bhikubhai Bunglow, Opp. Fun republic, Satellite Road, Ahmedabad-380015	Business
8	Shri. Arun Prakash Korati	20, Sakajivan Chs, Dadar (w), Cross Road 2, Gokale Road,(N) Mumbai-400028	Service
9	Shri M. Narayanan	B-3/54 Safdarjung Enclave, New delhi Delhi-110029	Service
10	Shri Jaswinder Singh Rana	B/1004, Asavri Tower, B/h FR., Satellite, Ahmedabad, 380015,	Service
11	Shri Anish Babu Venugopal	1-2-234/45, B-32, New SBH Colony, Domalguda, Hyderabad 500029	Service

Profits & Dividends (Rupees in Lakhs)

Financial Year	EBIDTA	Profit before Tax	Profit after Tax	Dividend on equity Shares
31.03.2009	2558.68	1198.04	720.42	Nil
31.03.2010	5570.97	1867.94	1194.55	Nil
31.03.2011	8306.34	888.87	596.20	Nil

Liabilities	As on 31.03.2011	As on 31.03.2010	Assets	As on 31.03.2011	As on 31.03.2010
Share Capital	9180.80	6541.07	Fixed Assets including Capital WIP	70276.68	56379.84
Share application money	20	0.00	Investments	816.41	566.30
Reserves & Surplus	19522.68	18207.46	Current Assets	6292.46	5626.54
Secured Loans	40709.53	34332.95	Loans & Advances	3150.79	4211.14
Unsecured Loans	1950.47	159.82	Miscellaneous Expenditure	0.00	0.00
Current Liabilities & Provisions	7793.90	6464.14			
Deferred Tax Liabilities	1358.94	1078.38			
Total	80536.34	66783.82		80536.34	66783.82

Note : Brief particulars of contingent liabilities not provided for :

(Rupees in Lacs)

Sr. No.	Particulars	31.03.2011	31.03.2010
1.	In respect of Guarantees issued by the company's Bankers.	107.64	22.60
2.	In respect of letter of credit issued by the Company's Bankers in favour of Company.	Nil	152.24
3.	In respect of Corporate Guarantee given by the Company in favour of Neesa Agritech Pvt. Ltd.	169.00	169.00

(l) a)	The amount which the Company can raise by way of Deposits under the Companies (Acceptance of Deposits) Rules, 1975.	Amount (Rs. In Lacs)
	FROM PUBLIC 25% of the aggregate of the paid up capital and free reserves as deposits from the public	5354.27
	FROM SHAREHOLDERS 10% of the aggregate of the paid up capital and free reserves as deposits from its shareholders or any deposits guaranteed by any directors	2141.71
	TOTAL	7495.98

(j) On the day of this advertisement the Company has Rs. 18.74 Crores deposits.
The company has not defaulted in the repayment of deposit or part thereof or any interest thereon to any small depositors, nor any small depositor has waived any interest accrued on deposits.

(k) **The Company declares that :**

- The company has complied with provisions of these rules.
- The compliance with these rules does not imply that the repayment of Deposit is guaranteed by the Central Government
- The Deposits accepted by the company are unsecured and ranking pari-passu with other unsecured liabilities. The company did not accept any secured deposit under the provisions of these rules and
- 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 deposits.

The text of the above advertisement has been approved & modified by the majority of directors vide resolution dated 12-05-2010 and a copy thereof duly signed by a majority of the Directors of the Company named therein has been delivered with the Registrar of Companies, Gujarat State, Ahmedabad for Registration as required under Rule 4(4) of the Companies (Acceptance of Deposits) Rules, 1975. The advertisement has been issued on the authority and in the name of the Board of Directors of the Company.