

Neesa Leisure Limited

Regd.office; Plot No. X-22,23,& 24, GIDC Electronic Estate, Sector-25, Gandhinagar - 382044, Gujarat. Phone: +91-79-39841111

Fax: +91 79 39841100, Website: www.thecambay.com, www.neesaleisure.com

Email: info@thecambay.com Customer Care Toll Free No. 1800 233 5566



FIXED DEPOSIT SCHEMES

Scheme-A N	Ion-Cumulative
Period	Rate of interest perannum
Six months	11.00
One Year	11.25
Two Years	11.75
Three Years	12.00

Scheme-B Cumulative Deposit														
Period	Amount of Deposit	Amount payble on maturity	Effective Yield per annum (%)											
Six months	25000	26394	11.46%											
One Year	25000	27933	11.73%											
Two Years	25000	31516	13.03%											
Three Years	25000	35644	14.19%											

Scheme Highlights

- I. The munimum amount of Deposit Rs. 25,000/- and thereafter in multiple of Rs. I 000/- for both the schemes.
- 2. a) Interest iwll be payable on Quarterly basis and on maturity, on deposit of six months or more for Scheme - A. (noncommulative)
 - b) Interest shall be compounded quarterly and paid on maturity for Scheme - B (cumulative)
- 3. There is no Deduction of Tax at Source on interest amount upto Rs. 5000/- per annum.
- 4. 0.50% p.a. additional interest for Senior citizen, Employees and investments amounting to or above Rs. 5 lakhs.
- 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, Goa, 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 hospitlity under its education division.
- Profit after tax for the period 01-04-09 to 31-03-10 is Rs. 17.27 and for the year ended on 3 lst March 2009 is Rs. 7.20 Cr.

IN SCHEME 'A' (NON - CUMULATIVE) POST-DATED INTEREST WARRANTS FROM THE DATE OF ACCEPTANCE OF DEPOSIT UPTO THE FOLLOWING 3 IST MARCH WILL BE SENT IN ADVANCE ALONG WITH THE DEPOSIT RECEIPT AND FOR SUBSEQUENT YEAR BY 25TH APRIL.

MANAGERS TO THE FIXED DEPOSIT

M/S. R. R. INVESTORS CAPITAL SERVICES LTD.

47, Rani | hansi Marg, New Delhi - 11005. Tel.: +91-11-23636362-63 Toll Free No.: 1800-11-0444 (BSNL / MTNL ONLY)

M/S. BONANZA PORTFOLIO LTD.

 $Plot\ No.\ M-2,\ Cama\ Industrial\ Estate,\ Walbhat\ Road,\ Gorgon\ (E)\ Mumbai-400063.\ \ Tel.: +9\,I-22-67605500-600$

• M/S. MONEY HONEY FINANCIAL SERVICES PVT. LTD. Ist Floor, Nahar Singh Building, Opp. Movie Star Cinema, Goregaon (W), Mumbai - 400 104. +91-22-26775869, 42763400, 9702425692









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 compaany:

The Company is mnaged 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
I	Shri Sanjay Raghunath Prasad Gupta	B-202, Dhananjay Tower, Satellite, Ahmedabad-380015	Business
2	Shri Arvind Kumar Gupta	A 304, Sagar samrat apartments, Times of India road, Satellite, Ahmedabad	Business
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,Satellite, Ahmedabad- 380015	Business
5	Shri Mehar Karan Singh	No.510, Olympus, Altamount Road, MUMBAI-400026.	Business
6	Shri Yogesh Joshi	I 2 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	K-4, Palmlands, Flat No. 2C, House No. 21/10, Lynwood Avenue, Mahalinapuram, Chennai - 600034	Service
10	Shri Onkar Nath Singh	703, A Lakshchandi Apts; Krishna Vatika Marg, Gokuldham Goregaon(E), Mumbai.	Service

Profits & Dividends

(Rupees in Lakhs)

1	Financial Year	EBIDTA	Profit before Tax	Profit after Tax	Dividend on equity Shares
ı	31.03.2008	1516.60	710.32	455.49	Nil
ı	31.03.2009	2558.63	1198.04	720.42	Nil
l	31.03.2010	6390.65	2687.62	1727.22	Nil

Liabilities	As on 31.03.2010	As on 31.03.2009	Assets	As on 31.03.2010	As on 31.03.2009
Share Capital	6541.07	6305.00	Fixed Assets including Capital WIP	56379.85	43808.76
Share application money	0.00	1800.00	Investments	566.30	1.41
Reserves & Surplus	18740.12	12572.06	Current Assets	5626.54	3162.84
Secured Loans	34332.95	24788.16	Loans & Advances	4074.10	2245.31
Unsecured Loans	159.82	57.77	Miscellaneous Expenditure	0.00	763.60
Current Liabilities & Provisions	5794.45	3933.81			
Deferred Tax Liabilities	1078.38	525.12			
Total	66646.79	49981.92		66646.79	49981.92

Note: Brief particulars of contingent liabilities not provided for:

(Ru	pees	in	Lacs))

Sr. No.	Particulars	31.03.2010	31.03.2009
1.	In respect of Guarantees issued by the company's Bankers.	22.60	82.17
2.	In respect of letter of credit issued by the Company's Bankers in favour of Company.	152.24	Nil
3.	In respect of Corporate Guarantee given by the Company in favour of Neesa Agritech Pvt. Ltd.	169.00	Nil

(I) a) The amount which the Company can raise by way of Deposits under the Companies (Acceptance of Deposits) Rules, 1975.

FROM PUBLIC 25% of the aggregate of the paid up capital and free reserves as deposits from the public

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

TOTAL

Amount (Rs. In Lacs) 5286.79 2114.72

7401.51

- (j) On the day of this advertisement the Company has Rs. 2.22 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:
 - a) The company has complied with provisions of these rules.
 - b) 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
 - d) 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.

Place : Gandhinagar
Date : 12.05.2010

Issued on the authority and in the name of the Board
For, Neesa Leisure Ltd.
Sd/- Managing Director



Plot No. X-22, 23, 24, GIDC Electronic Estate, Sector-25, Gandhinagar - 382 044, Gujarat, India. Phone: 91-79-23289001 - 05

CMS CODE - "FDNEESA"

Broker's Name & Code	

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	RST APPLICANT'S NAME : MR ./MRS ./MS .														AGE												
IF MINOR, GUARDIAN'S NAME																											
ADDRESS (i):																											
ADDRESS (ii) :		•••••			•••••			•••••						•••••								•••••	•••••				
AREA :				C	CITY:.								PII	N C	ODE	: : [
First Applicant's Father's/Husband's Nar	me :	•••••																									
(IN CASE OF MINOR & SENIOR CITI	DATE OF BIRTH OF FIRST APPLICANT: (IN CASE OF MINOR & SENIOR CITIZEN) E-mail address:																										
E-mail address :			_																								
SECOND APPLICANT'S NAME AMOUNT OF DEPOSIT RUPEES																											
MR/MRS /MS	RUPEES DATED																										
THIRD APPLICANT'S NAME																											
MR/MRS /MS		DRAWN ON BRANCH																									
CATEGORY STATUS		IF RENEWAL, FDR NO DATED																									
□PUBLIC □ INDIVIDUAL		MATURITY VALUE RS DUE ON																									
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SHAREHOLDER* ☐ HUF	RETIRED HOUSE WIFE TAX TO BE DEDUCTED YES NO NA] [3	6]	Months									
* LF NO./		(If no, Form 15G/15H* should be submitted alongwith the Application Form, otherwise tax will deducted wherever applicable)															x will be										
DECLARATION:-		PERMANENT A/C NO (enclose copy of PAN Card) (PAN is mandatory in case Deposit is Rs. 50,000/- or more)																									
I/we hereby declare that the amount be funds acquired by me/us by borrowing							(PAN is	manda	atory	in case l	Depos	it is Rs.	50,00	00/- c	or mo	ore)											
that I am/we are resident(s) of India a as nominees of any person residing o	utside India	. I/we de	clare	that th	he !rst	:	DE			BE PAY		ON				DE	TAILS				DEP MPAN		(S)				
named depositor is the bene!cial owner as the payee for the purpose of deduc	tion of tax	under se	ction	194A	of the	∍	FIRS			DEPOS		R.		1		100					,						
Income Tax Act, 1961. I/we also declar is correct. I/we have read the Terms abide by the same.							EITI	HER (OR S	URVIVO	OR					YES,	FDR	NC)								
BANK PARTICULARS OF FIRST APPLIC	CANT					NOMINATION FORM (To be !lled in by individual(s) applying singly or jointly)																					
Name of the Bank																					 all rights						
Branch							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														death.						
Account Type : Current Saving	_							idian's																			
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SIGNATURE OF THE APPLICANT(S)							Date Addre	of Birt	:n* [/	Ш/	Ш			<u></u>	Kela	ation	ship								
FIRST/SOLE APPLICANT																											
SECOND APPLICANT																											
THIRD APPLICANT										ominee,		,							S	ignatı	ıre of	Depo	sitor(s)				
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RECEIVED ON	SCHEME A B	INWARD NO.	FDR NO.
AMOUNT (Rs.)	PERIOD 6 12 24 36 MONTHS	MODE OF PAYMENT Cash/Cheque/Draft	INVESTOR CODE
	DATE OF ENCASHMENT OF CHEQUE/DRAFT		BROKER CODE

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.
- 4. 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.

INTERES^{*}

- 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.
- 6. In Scheme "A" post dated interest warrants from the date of acceptance of deposit upto the following 3 lst 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

- 9.(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

- 10. 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).
- 11. 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

- 12. 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.
- 13. 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

- 14. Deposit Receipts are issued only from the Gandhinagar, Registered office of the Company.
- 15. The Deposit Receipts issued by the Company are Non-Transferable and Non-Negotiable.
- 16. 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

- 17. 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.
- 18. 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.
- 19. 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

- 20. Pursuant to Section 58AA of the Companies Act, 1956, the applicants are hereby informed that:-
 - (a) The Company has never defaulted in repayment of deposits or interest thereon, and
 - (b) That there has not been a case where interest accrued on deposits has been waived, including on deposits held by small depositors.
- 21. 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.
- 22. The Company will not recognize or accept any lien or assignment of Fixed Deposits and/or interest thereon.
- 23. 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 depositors(s).
- 24. 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.
- $25. \ \ \, \text{Deposits are accepted subject to Gandhinagar jurisdiction only}.$
- 26. The Company reserves the right subject to the provision of Companies (Acceptance of Deposits) Rules I 975, as amended to date:
 - (a) To reject any application for a fresh deposit or for 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;
 - $\hbox{(c)} \quad \text{To accept the deposits only for such period as it may decide from time to time;} \\$
 - $(d) \quad \text{To repay the deposit prematurely before the due date; and} \\$
 - $(e) \quad \text{To vary without notice the dates of payment of interest.} \\$
- $27. \ \ In complete \, Application \, Form \, will \, not \, be \, accepted.$
- 28. 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-382,044 Gujarat Email: deposits@thecambay.com

HOW & WHERE TO APPLY:

- \bullet 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.

EXICEC A

																	NEESA LEISURE								Sr No. :																									
Applicatio Received f			Acknowledge Slip (To be Filled in by the Applicant) An Application for a fixed deposit togethe															er w	ith C	Chequ	ue/D	raft/F	ublic	De	posit	rece	ipt																							
																								No	s. [Date	d [$oxed{L}$		\perp	
(Name of the first / sole applicant)																														D		D	M	1 1	4	Υ	Υ	Y	,	Υ										
Address :																								dra	awn	on																\mathbb{L}	\mathbb{L}	\perp	\perp	\prod	\Box			
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										Τ	Τ		Τ	T	T			Γ	Τ	T		Π	being fixed deposit amount for a period of 6/12/24 months for, NEESA Leasure Ltd.																											