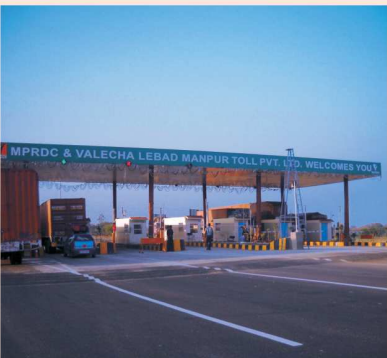




VALECHA ENGINEERING LIMITED
(An ISO 9001 : 2008 Company)

Regd. Office : Valecha Chambers, 4th Floor,
Andheri New Link Road, Andheri (w), Mumbai - 400 053.

INVITES FIXED DEPOSITS



SCHEMES

SCHEME A – NON-CUMULATIVE

Period	Minimum Deposit Rs.	Rate of Interest p.a. %
1 year	10,000	10.50
2 years	10,000	11.00
3 years	10,000	11.50

SCHEME B – CUMULATIVE

Period	Minimum Deposit Rs.	Amount payable on Maturity Rs.	Rate of Interest p.a. (%)	Effective yield p.a. (%)
1 year	10,000	11,092*	10.50	10.92
2 years	10,000	12,424*	11.00	12.12
3 years	10,000	14,051*	11.50	13.50

* Interest compounded quarterly and payable on maturity

HIGHLIGHTS

- Minimum Amount of deposit to be accepted is Rs. 10,000/- and in multiple of Rs. 1,000/- thereafter.
- An additional interest of 0.50% p.a. will be paid on deposits where the first depositor is a shareholder of the Company (Min. shares held 100 Nos.)/Employee of the Company/Senior Citizen (60 years and above), at the time of investment. (Depositor falling in more than one category will be entitled to an additional interest of 0.50% p.a. on only one category).
- An additional interest @ 0.25% p.a. on single deposit of Rs. 1,00,000/- and above.
- Under Scheme-A interest will be payable quarterly on 30th June, 30th September, 31st December, 31st March and on Maturity.
- Postdated interest warrants will be sent in advance for each financial year (As applicable)
- Under Scheme-B interest will be compounded on quarterly rest and payable on maturity.
- Income Tax will be deducted at source, wherever applicable, in accordance with the provisions of the Income Tax Act, 1961 and as amended from time to time
- **Nomination Facility is available.**

HOW TO APPLY

- Kindly follow the instructions given in the application form.
- Payment should be made by means of an "A/c Payee" Bank cheque/draft drawn in favour of "VALECHA ENGINEERING LTD." payable at the specific collection centres of the Managers to the Fixed Deposit Schemes.
- Cash will not be accepted.
- Application form along with the Bank cheque / draft to be sent to the Managers to the Fixed Deposit Schemes.

Managers to the Fixed Deposit Schemes

Registrar to the Fixed Deposit Scheme

KISU CORPORATE SERVICES PVT. LTD.

Unit : Valecha Engineering Ltd., 186, Khetwadi Main Road,
1st Floor, Near Pitale Maruti Temple, Mumbai-400 004.
Tel.: 2381 0486/2388 6255. Fax: 2388 6718.

All communications with regard to Fixed Deposit should be addressed to the Registrar to the Fixed Deposit Schemes at the address given above.

TERMS AND CONDITIONS GOVERNING FIXED DEPOSIT SCHEME

APPLICATIONS

- (1) Application should be made in the prescribed form duly completed in all respects and must be accompanied by an 'Account Payee' cheque/draft in favour of **Valecha Engineering Ltd.** cash will not be accepted.
- (2) The Application form along with the necessary remittances should be sent to the Manager to the fixed deposit schemes, at any of their offices.
- (3) Fixed Deposits will be accepted from resident individuals, group of persons (AOP), registered societies, registered trusts and minors through their guardians.
- (4) Fixed Deposits will not be accepted from unregistered trusts, partnership firms and domestic company.
- (5) In case of deposit from a shareholder of the Company, the shareholder should be a holder of shares on the date of deposit (minimum 100 Nos. of shares).
- (6) A deposit in joint names will be treated as a deposit from a shareholder if the first depositor is a shareholder of the Company (minimum 100 Nos. of shares).
- (7) Thumb impressions in place of signature will not be accepted unless duly attested by a special Executive magistrate or a Notary Public.
- (8) In case the Deposit Schemes not being marked at all or not indicated clearly, the Company will consider the Application to have been made under **scheme-A**. An option once exercised will be binding and irrevocable.

INTEREST

- (9) The period of Fixed Deposit and the calculation of interest thereon will commence from the date of realization of the cheque or draft by the Company and will cease on maturity. No interest will be payable on interest warrants lost in transit or misplaced.
- (10) Interest shall be payable quarterly on 30th June, 30th September, 31st December and 31st March of each year by ECS/Interest Warrants. Interest on deposits placed during four weeks prior to the date of interest payment will be paid on the subsequent interest payment date under **Scheme-A**. Interest will be compounded quarterly and made payable on maturity under **Scheme-B**. Interest will be calculated on the basis of 365 days where interest is payable for a duration.
- (11) An additional interest of 0.50% p.a. will be paid on deposits where the first depositor is a shareholder of the Company (Min. shares held 100 Nos./Employee of the Company/Senior Citizen (60 years and above), at the time of investment. (Depositor falling in more than one category will be entitled to an additional interest of 0.50% p.a. on only one category).
- (12) An additional interest @ 0.25% p.a. on single deposit of Rs. 1,00,000/- and above.

TAX DEDUCTION

- (13) Income Tax will be deducted at source wherever applicable, from the interest paid or credited if it exceeds Rs. 5,000/- or any such amount notified by the Government from time to time in any financial year as per statutory requirement.
- (14) In case where the interest exceeds Rs. 5,000/- (or any such amount notified by the Government from time to time) in a financial year, individual depositors, who are not liable to pay income tax, may submit a declaration in Form 15G/15H (as applicable) in duplicate to the Registrar 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. Declaration in Form 15G/15H for Non-deduction of tax will not be valid unless the depositor quotes his PAN therein. **TAX DEDUCTED DUE TO NON-COMPLIANCE WITH THIS CONDITION WILL NOT BE REFUNDED.**
- (15) Depositor placing deposit would be mandatorily required to furnish the PAN number as allotted to them by Income Tax Department. The self attested PAN card copy of the first Depositor should be furnished mandatorily.

RENEWAL AND REPAYMENT

- (16) The Deposit will be repaid only on maturity. However, Company reserves the right to repay the deposit prior to the date of maturity. In case of such premature repayment, Deposit Receipt must be discharged by all the depositors as per specimen signature(s) registered with the company. In accordance with rule 8 of the Companies (Acceptance of Deposits) Rules, 1975 fixed deposits may be repaid by the Company after the expiry of 3 months of its acceptance but before the expiry of the contracted period, in which case, the rate of interest payable shall be reduced by 1% of the rate which the Company would have paid, had the deposit been accepted for the period for which such deposit has actually run.
- (17) The Fixed Deposit Receipt duly discharged on a revenue stamp of Re. 1/- should be sent to the Registrar of the Fixed Deposit Schemes at least 30 days before the date of maturity to enable the Registrar to renew or refund the deposit as the case may be, on due date. No communication shall be sent by the Company to the depositors regarding maturity.
- (18) In case of renewal, a fresh application form duly filled in should accompany the discharged receipt.
- (19) Repayment of principal amount will be made by 'Account Payee' cheques on the company's Bankers payable at par at the selected branches of the Company's Bankers in India. The cheques will be sent to the registered address of the depositor. Where the due date for payment falls on a Sunday/Bank Holiday, the payment will be made on the next working day.
- (20) No change in the first name of the depositor is permitted at the time of renewal.
- (21) Deposits will not be renewed automatically upon maturity, unless expressly asked for by filling in the new application form at least 15 days before the date of maturity.

JOINT DEPOSIT

- (22) Deposits will be accepted in joint names but not exceeding three in number.
- (23) All Fixed Deposit Receipts and all correspondence will be addressed to the person whose name appears first on the application form. All warrants/cheques for payment of interest and repayment of principal amount will be drawn in favour of the first named depositor. Discharge given by such depositor shall be valid and binding on all depositors.
- (24) In the event of the death of the first depositor, the second named depositor will be the first depositor on production of death certificate and all payments on account of principal amount and interest will be paid to that first depositor without reference to the heirs or legal representatives.

NOMINATION

- (25) Nomination facility may be availed only by individuals singly. Minors may also be nominated. However, the applicants should appoint a guardian other than himself/herself, who must sign the application form. In the event of the death of the deposit holder, the Company will deal with the guardian till minor attains the age of majority. The nominee must be Resident Indian only. An NRI cannot be nominated. If the nominee pre-deceases the name of the deposit holder, the applicant can, on production of the death certificate, substitute the name of the nominee and guardian.
- (26) In case of deposits in a single name where no nominations is received, the executor or administrator of a deceased depositor, shall be deemed to be the deposit holder on production of a valid probate, succession certificate or letter of administration. However, the Company may, at its sole discretion, dispense with the requirement of production of a probate or succession certificate or letter of administration upon such terms as to indemnify or otherwise as it may consider adequate.

FIXED DEPOSIT RECEIPT

- (27) The Fixed Deposit receipt will be forwarded by post/Courier at the address given in the application form within 8 weeks of realization of the cheque or draft.
- (28) The Fixed Deposit receipt is not transferable.
- (29) In the event of loss, destruction or mutilation of the Fixed Deposit receipt, the Company may, at its sole discretion, issue a duplicate receipt on request of the depositor, subject to compliance with the terms and conditions including indemnity from the depositor(s) in such form as the Company may require. All expenses in this connection will be borne by the depositor.

PREMATURE WITHDRAWAL / CANCELLATION BY DEPOSITOR

- (30) Deposits will be paid only on maturity, but the Company reserves the right to repay the deposit at the request of the depositor before the due date in accordance with the Rule 8 of the Companies (Acceptance of Deposit) Rules, 1975. Deposits will be repaid by the Company only after the expiry of 3 months of its acceptance, but before the expiry of the contracted period.
- (31) Interest payment on premature withdrawal of deposits will be as follows:

(a) After 3 months but before six months from the date of deposit.	No interest will be paid.
(b) After completion of six months but before 18 months from the date of deposit.	Not exceeding 9.00% p.a.
(c) After 19 months but before 30 months from the date of deposits.	Not exceeding 9.50% p.a.
(d) After 31 months but before the maturity date of deposits.	Not exceeding 10.00% p.a.

- (32) Interest at the rate as decided by the Company on the date of repayment will be paid subject to statutory regulations.
- (33) Brokerage paid and incidental and out of pocket expenses incurred by the company are normally amortized over the period of deposit and the Company reserves the right to recover the same for the unexpired period of deposit from the amount otherwise payable to the depositor. In case cumulative deposits are withdrawn before maturity, these will be considered under **scheme-A** (Non-Cumulative) and the rules applicable there under will apply.

PREMATURE REPAYMENT BY THE COMPANY

- (34) The Company reserves the right to repay the deposit on its own before the date of maturity in the event of which rate of interest shall be as per provisions of the Companies (Acceptance of Deposit) Rules, 1975 as amended from time to time.

GENERAL

- (35) The Company will not accept or recognize any lien or assignment on Fixed Deposit and/or interest thereon.
- (36) Brokerage at the prescribed rates would be paid to the Authorised Managers / Brokers of the scheme by the Company in accordance with the companies (Acceptance of Deposits) Rules 1975. Company reserves the rights to appoint multiple Authorised Managers / Brokers.
- (37) Where the first named depositor becomes a non-resident, the principal and interest will not be credited to any non-resident external account or allowed to be repatriated out of India.
- (38) All unclaimed interest and/or Fixed Deposit for more than seven years, shall be transferred by the Company to the credit of investor Education and Protection Fund established by the Government of India, and no claim from a depositor shall lie against the Fund or the Company in respect of any such claims.
- (39) In case of loss of refund/interest cheque, a duplicate thereof will be issued only 3 months after the expiry of the validity of the cheque and on production of an indemnity bond duly signed by all depositors. All expenses in this connections will be borne by the depositors.
- (40) Any change in address, name etc. must be notified to the Registrar at least 30 days before the date on which any payment falls due.
- (41) Fixed Deposit will be subject to Companies (Acceptance of Deposits) rules 1975, as amended from time to time.
- (42) The Company reserves the right (a) to alter or amend without notice any or all terms and conditions stipulated above. (b) to vary the terms and condition of Deposits (c) to discontinue acceptance of Deposits at anytime at its discretion. (d) to refund the existing Deposits prematurely before the due date (e) to reject any application for fresh Deposits or for renewal, without assigning any reason.
- (43) Application may be rejected on technical grounds. In such cases, the same would be returned along with the Company's cheque for principle amount to the first-named depositor within 15 days of acceptance.
- (44) In order to prevent fraudulent encashment, it is mandatory for the depositor to furnish the bank account particulars in the space provided in the application form.
- (45) Deposits are subject to Mumbai Jurisdiction only.
- (46) These Terms & Conditions form part of the prescribed Application form.



VALECHA ENGINEERING LIMITED
(An ISO 9001 : 2008 Company)

Registered Office:
Valecha Chambers, 4th floor, Andheri New link Road,
Andheri (w), Mumbai-400 053.

APPLICATION FORM FOR FIXED DEPOSIT

This deposit is subject to the terms and conditions governing the acceptance of deposits printed alongside.

(Please write in block letters and tick the appropriate box.)

I/We the undersigned apply for the placement of fixed deposit as under: Date _____

FIRST NAME	MIDDLE NAME	SURNAME
Mr./Mrs./Miss. <input type="text"/>	<input type="text"/>	<input type="text"/>
Mr./Mrs./Miss. <input type="text"/>	<input type="text"/>	<input type="text"/>
Mr./Mrs./Miss. <input type="text"/>	<input type="text"/>	<input type="text"/>
NAME OF THE GUARDIAN (In case of minor) Mr./Mrs./Miss. <input type="text"/>		

DATE OF BIRTH (In case of minor)

Address of first depositor

PIN (Please ensure that PIN Code is entered)

Tel. No.

Deposit Details : Amount Rs.

(Rupees)

)

Cheque/Draft No.

Drawn on

Dated Branch

Renewal of FDR No.

Bank Details: (Refer Point No. 44) Type : Saving Current

Bank Account No.

Bank Name

Branch

MICR Code

IFSC Code

Interest Payable by ECS Warrants

Scheme Details : Period 1 Year 2 Years 3 Years

Scheme Non-Cumulative Cumulative

Particulars of other Deposits with the company

FDR No.(s)

* Tax to be deducted - PAN

Tax not to be deducted (Form 15G/15H enclosed)

*Refer Point No. 13 in terms & Conditions.

Status of Depositor Resident Individual Others (pls. Specify)

Category of Depositor

Public Employee of Company Others

Shareholder of the company

Regd. Folio No.

(a) Client ID No.

(b) DP ID No.

(c) DP Name.....(d) No. of Shares held

SENIOR CITIZEN Date of Birth

Age Proof of age attached copy of (any one)

Passport Voter ID Card IT PAN Card

Deposit to Sole/First Depositor Either or Survivor

be repaid to Anyone or survivor

Nomination

Name of Nominee

Relationship of Nominee (with first depositor).....

Name of Guardian

(In case the nominee is minor)

Address of the Nominee.....

DECLARATION

I/We hereby declare that I am/are persons resident of India.

I/We hereby declare that the money being deposited is not out of funds acquired by me/us borrowing or accepting deposits from another person. I/We declare that the first named depositor mentioned in this Application is the beneficial owner of the deposit. I/We hereby declare that in absence of PAN No., my/our Income-tax liability in the current financial year is nil. I/We have read and abide by the Terms and Conditions governing this "Fixed Deposit Scheme" and accept that they are binding on me/us.

Signature(s) of the Applicant(s):

1.

2.

3.

FOR OFFICE USE ONLY

Date of realization of cheque	Renewal of old FDR	New FDR
dd / mm / yy	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>



VALECHA
REDEFINING INFRASTRUCTURE

VALECHA ENGINEERING LIMITED

(An ISO 9001 : 2008 Company)

Regd. Office : Valecha Chambers, 4th Floor, Andheri New Link Road, Andheri (W), Mumbai - 400 053.

PARTICULARS AS PER THE COMPANIES (ACCEPTANCE OF DEPOSITS) RULES, 1975, AS AMENDED UPTO DATE ARE AS UNDER:

- (A) Name of the Company : **VALECHA ENGINEERING LIMITED**
- (B) Date of incorporation : 05.03.1977 as private limited company and converted into a public limited company on 26.11.1993.
- (C) Business carried on by the Company and its subsidiaries with Details of branches or units, if any : One of the leading Civil Engineering company in the country executing infrastructural projects like Expressways, Highways, Bridges, Flyovers, Canals, Tunnels, Reservoirs, Airport Runways, etc.
Valecha Infrastructure Ltd., Valecha International FZE, Valecha Kachchh Toll Roads Ltd., Valecha LM Toll Pvt. Ltd., Valecha Badwani Sendwa Toll Ways Ltd., Valecha Power Ltd., and Professional Realators Pvt. Ltd., are the Subsidiaries of the Company
- Regd. Office : "Valecha Chambers", 4th Floor, Andheri New Link Road, Andheri (W), Mumbai - 400 053.
- (D) Brief particulars of the management of the Company : The Company is managed by the Managing Director under the guidance and control of the Board of Directors.
- (E) Board of Directors :

	Name	Occupation	Residential Address
1)	Mr. Anil Harish Chairman	Advocate	13, CCI Chambers, 1st Floor, Dinsha Wacha Road, Opp. CCI Club, Churchgate, Mumbai-400 020.
2)	Mr. Jagdish K. Valecha Managing Director	Company Managing Director	"Prabhu Kutir", 43, Vithal Nagar Co-op. Hsg. Soc. Ltd., N. S. Road No. 11, J.V.P.D. Scheme, Mumbai-400 049.
3)	Mr. Umesh H. Valecha Director	Company Director	Richita Tower, Flat No. 701, 7th Floor, B Wing, Survey No. 161, Creek Side, Versova, Andheri (W) Mumbai-400 061.
4)	Mr. Dinesh H. Valecha Director	Company Director	"Sangam", 2nd Floor, Gulmohar Cross Road No. 5, J.V.P.D. Scheme, Mumbai-400 049.
5)	Mr. G. Ramachandran Director	Chartered Accountant	401, Ram Bhavan, Plot No. 745, Jehangir Vima Dalal Street, Parsi Colony, Dadar (East), Mumbai-400 014.
6)	Mr. Arvind Thakkar Director	Chartered Accountant	SIVA, Loudwater Lane, Loudwater Rickmansworth, HERTS, WD 3 4HP.

(F&G) Profits and Dividends for the Financial Year ended :

(Rs. in Lacs)			
Particulars	As at 31.03.2012	As at 31.03.2011	As at 31.03.2010
Profit Before Tax (PBT)*	3,256.56	3,349.76	3,757.41
Profit After Tax (PAT)*	2,238.27	2,479.32	2,965.93
Equity Dividend	10%	16%	15%

*PBT and PAT include Exceptional Income of Rs. 24.09 lacs, Rs. 481.99 lacs, and Rs. 1,273.62 lacs for the year ended 31.03.2012, 31.03.2011 & 31.3.2010 respectively.

(H) Summarised Financial Position of the Company as appearing in the last two audited balance sheets immediately preceding the date of advertisement :

(Rs. in Lacs)					
Liabilities	As at 31.03.2012	As at 31.03.2011	Assets	As at 31.03.2012	As at 31.03.2011
Shareholder's Fund			Non Current Assets		
Share Capital	1,953.00	1,953.00	Tangible Fixed Assets	16,719.31	15,793.05
Reserves Surplus*	26,946.52	24,987.33	Non Current investment	7,290.83	1,622.77
Non Current Liabilities			Long Term Loans & Advance	95.18	99.91
Long Term Borrowings	11,143.94	10,781.61	Current Assets		
Deferred Tax Liabilities (Net)	2,297.90	2,054.61	Inventories	4,458.21	4,210.13
Other Long Term Liabilities	19,963.00	10,129.89	Trade Receivables	21,075.64	18,775.62
Current Liabilities			Cash & Cash Equivalents	5,504.52	5,431.00
Short Term Borrowings	9,284.74	7,074.02	Short Term Loans & Advance	41,006.00	32,187.98
Trade Payables	10,255.59	11,091.49	Other Current Assets	633.22	132.21
Other Current Liabilities	12,633.20	8,514.51			
Short Term Provisions	2,305.02	1,666.21			
Total	96,782.91	78,252.67		96,782.91	78,252.67

* Reserves and Surplus includes Revaluation Reserves of Rs. 80.43 lacs and Rs. 87.39 lacs for the year ending 31.3.2012, and 31.3.2011 respectively.

Brief Particulars of the contingent liabilities as on:

(Rs. in Lakhs)		
Particulars	As at 31.03.2012	As at 31.03.2011
1) Bank Guarantee and Letter of Credit outstanding amount	34,769.53	29,148.85
2) Corporate Guarantee issued in favour of the Lenders on behalf of its ultimate subsidiaries towards Project finance of the BOT/ Annuity projects	28,740.00	4,471.00

(I) The amount which the Company can raise by way of deposits under the Companies (Acceptance of Deposits) Rules 1975, as amended to date:

(Rs. in Lakhs)	
(a) Deposits from Shareholders to the extent of 10% of the aggregate paid up share capital and free reserves as provided under Rule 3(2)(i)	2,881.91
(b) Deposits from Public to the extent of 25% of the aggregate paid up share capital and free reserves as provided under Rule 3(2)(ii)	7,204.77
(c) The aggregate of Deposits actually held on 31.03.2012	3,079.20

(J) Overdue Deposits :

The Company has no overdue deposits other than unclaimed deposits:

- the total number of small depositors and amount due to them in respect of which default has been made - Not applicable
- the fact of waiver of interest accrued on deposits of the small depositors - Not applicable

(K) Declaration :

The Company hereby declares that:

- The Company has complied with the provisions of the Companies (Acceptance of Deposits) Rules, 1975, as amended up-to-date.
- Compliance with the Companies (Acceptance of Deposits) Rules, 1975, as amended up-to-date, does not imply that repayment of deposits is guaranteed by the Central Government.
- The deposits accepted by the Company are unsecured and rank pari passu with other unsecured liabilities.
- The Company is not in default in the repayment of deposit or part thereof and any interest thereupon in accordance with terms and conditions of such deposits.

This statement/advertisement is issued on the authority and in the name of the Board of Directors of the Company. The Board of Directors approved the text on 09.10.2012 and a copy, duly signed by a majority of the Directors, has been delivered to the Registrar of Companies, Maharashtra, Mumbai.

Place : Mumbai
Date : 09.10.2012

By order of the Board
for VALECHA ENGINEERING LIMITED
(JAGDISH K. VALECHA)
Managing Director