BEFORE THE ADJUDICATING OFFICER
SECURITIES AND EXCHANGE BOARD OF INDIA
[ADJUDICATION ORDER NO. ORDER/BM/DS/2024-25/30815-30819]

UNDER SECTION 15-I OF SECURITIES AND EXCHANGE BOARD OF INDIA ACT, 1992, AND RULE 5 OF SEBI (PROCEDURE FOR HOLDING INQUIRY AND IMPOSING PENALTIES) RULES, 1995

In respect of

Noticee No.	Name of Entity	PAN
1	Accord Distillers & Brewers Private Limited	AAJCA1966D
2	Teyro Labs Private Limited	AAMCA4396C
3	Jam Hotels and Resorts Private Limited	AACCJ0690C
4	Sundeep Anand Jegath Rakshagan	ABFPS1423F
5	Fortress Capital Management Services Private Limited	AAACF7994B

(Noticees 1, 2, 3, 4 and 5 are collectively referred to as "Noticees")

In the matter of
Coromandel Engineering Company Limited

BACKGROUND:

1. Securities and Exchange Board of India (hereinafter being referred to as "**SEBI**") conducted examination in the matter of Coromandel Engineering Company Limited (hereinafter referred to as "**Coromandel Engineering Company**" / "**Target Company**"), for the alleged violation of provisions of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (hereinafter referred to as "**SEBI SAST Regulations, 2011**") and SEBI (Merchant Bankers) Regulations, 1992 (hereinafter referred to as "**Merchant Bankers Regulations, 1992**").

2. In view of the above, SEBI initiated adjudication proceedings under the provisions of Section 15HB of the SEBI Act, 1992 against Noticees 1 to 4 for the violation of provisions of Regulation 17(1) read with Regulation 25(5) of SEBI SAST

Regulations, 2011 and against Noticee 5 for the violation of provisions of Regulation 27(5) read with Regulation 17(1) of SEBI SAST Regulations, 2011 and Clauses 4, 7 and 20 of Code of Conduct in Schedule III read with Regulation 13 of the Merchant Bankers Regulations, 1992. (Noticees 1, 2, 3 and 4 are hereinafter collectively referred to as "**the Acquirers**".)

APPOINTMENT OF ADJUDICATING OFFICER

3. The undersigned was appointed as the Adjudicating Officer (**"AO"**) vide Order dated July 18, 2024, under Section 15-I of the SEBI Act, and Rule 3 of the SEBI (Procedure for Holding Inquiry and Imposing Penalties Rules, 1995 (hereinafter referred to as "**Adjudication Rules**") read with Section 19 of the SEBI Act, 1992 to enquire into and adjudge under the provisions of Section 15HB of the SEBI Act, 1992, the aforesaid alleged violations.

SHOW CAUSE NOTICE, REPLY AND PERSONAL HEARING

4. Show Cause Notice no. EAD/BM/DS/25315/1/2024 dated August 07, 2024 (hereinafter referred to as "**SCN**") was issued by the undersigned to the Noticees via Speed Post Acknowledgement Due (SPAD) and digitally signed e-mail under the provisions of Rule 4(1) of the Adjudication Rules and section 15-I of the SEBI Act, calling upon the Noticees to show cause as to why an inquiry should not be held against them for the aforesaid alleged violations of provisions of Regulation 17(1) read with Regulation 25(5) of SEBI SAST Regulations, 2011 against Noticees 1 to 4 and provisions of Regulation 27(5) read with Regulation 17(1) of SEBI SAST Regulations, 2011 and Clauses 4, 7 and 20 of Code of Conduct in Schedule III read with Regulation 13 of the Merchant Bankers Regulations, 1992 against Noticee 5, and why penalty, if any, should not be imposed on them under Section 15HB of the SEBI Act, 1992.

5. The allegations levelled against the Noticees are as under:

5.1. The shares of the target company are listed on Bombay Stock Exchange Limited (BSE) and the National Stock Exchange (NSE).

5.2. Noticees 1, 2, 3 and 4 had entered into a special purpose agreement, dated September 29, 2023, with the sellers to acquire the 73.28% of the total paid up equity shares of the target company. Consequently, open offer was required to be made by the Acquirers in terms of Regulations 3(1) and 4 of the SEBI SAST Regulations, 2011.

5.3. From the examination of the Draft Letter of Offer dated October 16, 2023 to acquire 84,68,244 fully paid equity shares by the Acquirers in the Target Company at an offer price of ₹13.50 per equity share, aggregating to ₹11,43,21,294, it was observed that the public announcement (PA) was made on September 29, 2023 and detailed public statement (DPS) was made on October 09, 2023.

5.4. As per the provisions of Regulation 17(1) of the SEBI SAST Regulations, 2011, at least two working days before the date of DPS, the acquirer is required to create an escrow account and deposit an amount equal to 25% of the consideration. In view of the same, the acquirers, i.e. Noticees 1, 2, 3 and 4 were required to deposit an equal to 25% of the consideration by October 04, 2023.

5.5. It was observed from the statement of the CECL – Open Escrow Account opened with Kotak Mahindra Bank that the required amount was deposited in the escrow account on October 16, 2023, i.e. with a delay of 12 days.

5.6. In this regard, clarifications were received from Noticee 5, being the manager of the open offer. Upon perusal of the clarifications and documents submitted by Noticee 5, it was observed that the delay in depositing the requisite amount of funds in the Open Offer Escrow Account in terms of Regulation 17(1) of the SEBI (SAST) Regulations beyond October 09, 2023 was within the control of the acquirers. In view of the same, it was alleged that Noticees 1 to 4, being the Acquirers, had violated the provisions of Regulation 17(1) read with Regulation 25(5) of the SEBI SAST Regulations, 2011, as there was a delay from October 09, 223 till October 16, 2023 by them in depositing 25% of the consideration amount in the escrow account opened with respect to the Open Offer.

5.7. As Noticee 5, being the manager to the open offer, was aware of the applicable deadlines in relation to the open offer and was expected to scrupulously ensure compliance with the same, it was observed that Noticee 5 had failed to demonstrate that it had acted in a prompt and careful manner to ensure compliance with Regulation 17(1) of SEBI SAST Regulations, 2011. Therefore, it was alleged that Noticee 5 has violated the provisions of Regulations 27(5) read with Regulation 17(1) of the SEBI SAST Regulations, 2011.

5.8. It It was observed that the last bullet point of para 5.2.6 of the Letter of Offer (LoF) dated January 09, 2024 stated that "*All the Bank accounts of the Acquirers were frozen by the IT department during the period of search and investigation operations".*

5.9. However, upon the perusal of documents submitted by Noticee 5, it was observed that HDFC Bank account of Noticee 1 bearing account number 57500000602871, which was used to make payment to the escrow account, was never frozen. Also, in the submissions made by Noticee 5 vide email dated June 12, 2024, it was admitted by Noticee 5 that it had incorrectly disclosed the last bullet point in para 5.2.6 of the Letter of Offer dated January 09, 2024. In view of the same, it was alleged that Noticee 5 had violated the provisions of Clauses 4, 7 and 20 of Code of Conduct in Schedule III read with Regulation 13 of the Merchant Bankers Regulations, 1992.

6. Vide letters dated August 28, 2024, the Noticees submitted their reply to the SCN. The submissions are summarized as under:
   6.1. The Acquirers had got opened the required Escrow Account no. 8947708270 with Kotak Mahindra Bank, Nariman Point Branch Mumbai well in time.
   6.2. The Acquirer-Noticee no.4 was already holding an aggregate amount of Rs.5 crores in Fixed Deposits in his Bank Account with ICICI Bank, RA Puram Branch, Chennai; other Fixed Deposits aggregating about Rs.6.00 crores in ICICI Bank Pallikaranai Branch Chennai were held in the name of Ms. Srinisha J who is the sister of Acquirer-Noticee no.4; these amounts were held thus well before 29th September 2023 i.e. before the Public Announcement and were intended to be liquidated and utilized for deposit into the Escrow Account for the acquisition of the shares in question. The Income Tax Department had stopped operation of these Bank Accounts subsequently.
   6.3. On 3rd October 2023, the 4th Noticee's cousin (i.e. his father's sister's daughter), Ms. Neela expired suddenly. Consequently, the 4th Noticee and his father Shri S. Jagathrakshakan (who are the Directors of Acquirers-Noticees nos. 1, 2 and 3) travelled for the last rites and obsequies to Village Kulathu, Puducherry which is about 150 km from Chennai.
   6.4. From 0645 hours on 5th October 2023 till 2250 hours on 9th October 2023, the Income Tax Department conducted search and seizure operations at the premises of the Acquirers-Noticees nos. 1,2, 3 and 4. These Noticees were kept completely incommunicado during this period. Subsequently, the funds of about ₹11 crores were frozen by the Income Tax Department. Thus, these funds in the form of FDs could not be utilized by the Acquirers for funding the escrow account.
   6.5. Thereafter, it took the Acquirers some time to arrange the funds, as the news of Income Tax raid had spreaded publicly. The funds were received by the Noticees were transferred to the escrow account through a cash credit

(overdraft) account with HDFC Bank in two instalments on October 16, 2023 (Rs.3.95 crores i.e. well above 25%) and on October 20, 2023 (Rs.7,48, 21,294/-, i.e. balance amount).

6.6. The HDFC Bank Account was not frozen by the Income Tax Department as it was a cash credit account, and not a current or FD account. The sanction letter of this account specifically provided that the credit facility cannot be used to invest in securities, as it was availed for working capital purposes. For this reason, the Noticee could not transfer the funds out of the cash credit facility, as it would have amounted to offence of criminal and dishonest misappropriation of property (then) punishable as an offence under section 403 Indian Penal Code.

6.7. The Directors of the Noticees nos. 1 to 4 were summoned to and attended the Income Tax Office even as on 16th October 2023 and the Register of visitors to that office has been duly filled.

6.8. Thus, the delay in depositing of funds was never in control of the Noticees. As a consequence, the statement of the Bank Accounts being 'frozen' is accurate insofar as it relates to Accounts where the Acquirer-Noticee no. 4 had credit balances intended for funding the Escrow Account. The narration in para 5.2.6 of the Letter of Offer to that extent is not inaccurate.

6.9. In support of their submissions, the Noticee submitted copies of fixed deposits, death certificate of Noticee 4's relative, Panchnama, HDFC Bank Statement, Kotak Escrow Account Statement and HDFC Account Sanction letter.

7. In the interest of natural justice, the Noticees were provided an opportunity of personal hearing. Vide hearing notice dated August 29, 2024, the Noticees were advised to appear for the hearing on September 20, 2024. The Noticees appeared for the scheduled hearing through their common authorized representative (**AR**) through video-conferencing mode. The AR reiterated the submissions already

made vide letter dated August 28, 2024. The AR was advised to submit the following documents / information:

7.1. Explanation for the reason as to why the required funds were not deposited to the escrow account between September 29, 2023 and October 03, 2023.

7.2. Details of the sources from whom / which the funds were subsequently arranged, for depositing the required funds into the escrow account, and their relationship with the Noticees.

8. Vide letter dated September 25, 2024, Noticees 1 to 4 submitted additional reply, which is summarized as below:

8.1. Events between September 29, 2023 and October 03, 2023 - The SPA was executed on 29 September 2023 which was Friday. Banks were closed for Half-Yearly accounting on Saturday 30"September 2023. Next day, viz. October 01, 2023 was a Sunday and October 02, 2023 was a public holiday on account of Gandhi Jayanti. Hence on these holidays, the offices of the Escrow Agent and the Bankers of the Acquirers were closed. Therefore, it was not possible to make the deposit from September 29, 2023 till October 02, 2023. Noticee 4's cousin had expired on October 03, 2023.

8.2. Name of the persons from whom the funds were arranged, and the amounts received from them were provided by the Noticee. It was submitted that ₹ 5.57 crores were borrowed from business acquaintances, ₹1 crore was short term advance from Noticee 4's proprietary concern and ₹6.05 crore previously advanced to a business acquaintance were recovered.

ISSUES FOR CONSIDERATION, EVIDENCE AND FINDINGS

9. Considering the allegations made out in the SCN and the submissions made by the Noticees, the following issues require consideration in the present case:

ISSUE I:

(i) Whether Noticees 1 to 4 have violated the provisions of Regulation 17(1) read with Regulation 25(5) of SEBI SAST Regulations, 2011?

(ii) Whether Noticee 5 has violated the provisions of Regulation 27(5) read with Regulation 17(1) of SEBI SAST Regulations, 2011 and Clauses 4, 7 and 20 of Code of Conduct in Schedule III read with Regulation 13 of the Merchant Bankers Regulations, 1992?

ISSUE II: Does the violation, if any, on part of the Noticees attract penalty under Section 15HB of the SEBI Act, 1992?

ISSUE III: If so, how much penalty should be imposed on the Noticees taking into consideration the factors mentioned in Section 15J of the SEBI Act, 1992?

10. Before moving forward, it is pertinent to refer to the relevant provisions of SEBI SAST Regulations, 2011 and SEBI (Merchant Bankers) Regulations, 1992, which read as under:

SEBI SAST Regulations, 2011

Provision of escrow.

17.(1) Not later than two working days prior to the date of the detailed public statement of the open offer for acquiring shares, the acquirer shall create an escrow account towards security for performance of his obligations under these regulations, and deposit in escrow account such aggregate amount as per the following scale:

Sl. No.	Consideration payable under the Open Offer	Escrow Amount
a.	On the first five hundred crore rupees	an amount equal to twenty-five per cent of the consideration
b.	On the balance consideration	an additional amount equal to ten per cent of the balance consideration

Provided that where an open offer is made conditional upon minimum level of acceptance, hundred percent of the consideration payable in respect of minimum level of acceptance or fifty per cent of the consideration payable under the open offer, whichever is higher, shall be deposited in cash in the escrow account.
Provided further that in case of indirect acquisitions where public announcement has been made in terms of clause (e) of sub-regulation (2) of regulation 13 of these regulations, an amount equivalent to hundred per cent of the consideration payable in the open offer shall be deposited in the escrow account.

Obligations of the acquirer.
25(5) The acquirer and persons acting in concert with him shall be jointly and severally responsible for fulfillment of applicable obligations under these regulations.

Obligations of the manager to the open offer.
27(5) The manager to theopen offer shall exercise diligence, care and professional judgment to ensure compliance with these regulations.

SEBI (Merchant Bankers) Regulations, 1992
Code of conduct.
13.Every merchant banker shall abide by the Code of Conduct as specified in Schedule III.

SCHEDULE III - CODE OF CONDUCT FOR MERCHANT BANKERS

4. A merchant banker shall at all times exercise due diligence, ensure proper care and exercise independent professional judgment.

7.A merchant banker shall endeavour to ensure that the investors are provided with true and adequate information without making any misleading or exaggerated claims or any misrepresentation and are made aware of the attendant risks before taking any investment decision.

20.A merchant banker shall not make untrue statement or suppress any material fact in any documents, reports or information furnished to the Board.

FINDINGS

ISSUE I:

(i) Whether Noticees 1 to 4 have violated the provisions of Regulation 17(1) read with Regulation 25(5) of SEBI SAST Regulations, 2011?

(ii) Whether Noticee 5 has violated the provisions of Regulation 27(5) read with Regulation 17(1) of SEBI SAST Regulations, 2011 and Clauses 4, 7 and 20 of Code of Conduct in Schedule III read with Regulation 13 of the Merchant Bankers Regulations, 1992?

11. It has been alleged that the Noticees 1 to 4, being the Acquirers, have violated the provisions of Regulation 17(1) read with Regulation 25(5) of the SEBI SAST Regulations, 2011, as there was a delay from October 09, 223 till October 16, 2023 by them in depositing 25% of the consideration amount in the open offer escrow account opened with respect to the Open Offer. It has also been alleged that Noticee 5 has violated the provisions of Regulation 27(5) read with Regulation 17(1) of SEBI SAST Regulations, 2011 by not ensuring timely transfer of the funds to the escrow account.

12. In this regard, it is important to state the chronology of the events which had occurred, as submitted by the Noticees. It is provided below:

Date	**Event**
29/09/2023	Public Announcement of Open Offer
30/09/2023	Banks closed due to half yearly accounting.
01/10/2023	Sunday. Banks Closed.
02/10/2023	Gandhi Jayanti. Banks Closed.
03/10/2023	Noticee 4’s cousin passed away and he had to depart to his native place
04/10/2023 – 09/10/2023	Income Tax Department carried out Search and Investigation operations on more than 40 premises linked to Noticee 4. All the Bank Accounts of the Acquirers were frozen.
10/10/2023 – 16/10/2023	The directors of Noticees 1 to 3, including Noticee 4 were being summoned and had to visit Income Tax Office. Meanwhile, they arranged funds, and more than the required funds were transferred to the escrow account on October 16, 2023

13. From the submissions of the Noticees, it is observed that the Acquirers (Noticees 1 to 4) could not have transferred the funds to the escrow account by October 09, 2023, for the reasons provided above. The same have already been accepted during the examination.

14. However, it was observed that all the funds (100% of total consideration under the open offer) had been transferred to open offer escrow account from an HDFC Bank account of Noticee 1 via RTGS. Upon perusal of the HDFC bank account statements of Noticee 1 for the period from September 01, 2023 to October 31, 2023, it was observed that the HDFC Bank Account was a Cash Credit account with OD limit of ₹50 crores. Further, it was observed that the instant Bank Account

was not frozen by the IT Department, and various transactions involving outflow of funds had taken place during the period October 10, 2023 to October 15, 2023.

15. In this regard, the Noticee has submitted a copy of the sanction letter of the aforesaid HDFC Cash Credit Account, which clearly specifies that the credit facility is not available for investment in shares, debentures, advances and inter-corporate loans / deposits to other companies. In view of the same, it is noted that the HDFC Cash Credit Account could not have been used by the Acquirers to transfer the funds to the Open Offer Escrow Account, as it would result in violation of the cash credit limit sanction terms.

16. From the copies of FDs submitted by the Acquirers, it is noted that the funds required to be transferred to the Open Offer Escrow Account were already present with them. Due to the freezing of these deposits by the Income Tax Department and the search and investigation operations, the Acquirers could not transfer the funds between October 09, 2023 and October 16, 2023.

17. Thus, the Acquirers could not transfer the funds from the HDFC Cash Credit Account, as it would result in violation of the sanction terms. Further, the existing funds of the Acquirers were already frozen by the Income Tax Department, which was beyond the control of the Acquirers. In spite of these circumstances, the Acquirers managed to arrange the funds within 7 days to meet their obligations with respect to the open offer. From the Bank Statement of HDFC Cash Credit Account, it is observed that Noticee 1 had received ₹3.95 crore (approx. 35% of the total consideration) in the said account on October 16, 2023, and these funds were immediately transferred to the Escrow Account on the same day and remaining funds were transferred on October 20, 2023. In view of the above extraneous circumstances as mentioned above, benefit of doubt is being given to Noticees 1 to 5.

18. It has also been alleged that Noticee 5 has violated the provisions of Clauses 4, 7 and 20 of Code of Conduct in Schedule III read with Regulation 13 of the Merchant Bankers Regulations, 1992, by making incorrect disclosures in the letter of offer.

19. As per the provisions of Clauses 4, 7 and 20 of Code of Conduct in Schedule III read with Regulation 13 of the Merchant Bankers Regulations, 1992, a merchant banker shall at all times exercise due diligence, proper care, and shall not make any misleading or exaggerated claims or any misrepresentation or untrue statement or suppress any material fact in any documents, reports or information furnished to the Board.

20. With respect to the allegation against Noticee 5, of incorrect disclosure in the letter of offer, it was observed that the last bullet point in para 5.2.6 of the Letter of Offer dated January 09, 2024, which stated that *"All the Bank accounts of the Acquirers were frozen by the IT department during the period of search and investigation operations"*. However, the HDFC Cash Credit Account, which pertained to Noticee 1 was not frozen. Further, Noticee 5, in its email dated June 12, 2024, while admitting to the discrepancy had inter-alia submitted that the aforesaid statement should have been disclosed as *"All the Bank Accounts of the Acquirers were non-operational during the period of search and investigation operations."*

21. However, in its submissions to the SCN, Noticee 5 submitted the following:

21.1. All the bank accounts where the Acquirers had credit to their accounts only could be frozen and the HDFC Bank Cash Credit Account should be left out of the reckoning.

21.2. It is a well settled law that the cash credit accounts cannot be frozen / attached. As a consequence, the statement of the Bank Accounts being frozen is accurate insofar as it relates to Accounts where the Acquirers had credit balances intended for funding the Escrow Account. The narration in para 5.2.6 of the Letter of Offer to that extent is not inaccurate.

22. It is noted that the Cash Credit Account of Noticee 1 with HDFC Bank was not frozen and was operational between October 10, 2023 and October 15, 2023. Thus, the statement in the letter of offer dated January 09, 2024, which was a public document, that *“All the Bank accounts of the Acquirers were frozen by the IT department during the period of search and investigation operations”* was not completely true. Further, as observed from Noticee 5’s letter dated June 12, 2024, it has admitted to making an incorrect statement. Therefore, it is observed that the aforesaid disclosure in the letter of offer dated January 09, 2024 was not true and accurate. This shows that Noticee 5 had not been diligent, careful and had not exercised professional judgement, as it made a blanket statement that all bank accounts were frozen, even when the HDFC Cash Credit account remained unfrozen and operational. Noticee 5 was duty bound to check the Panchnama, which included the Prohibitory Order dated October 08, 2023 issued only to freeze all bank accounts of ICICI Bank. It must have taken proper care before making the statement. Thus, by not exercising due care and diligence, Noticee 5 has violated the provisions of Clauses 4, 7 and 20 of Code of Conduct in Schedule III read with Regulation 13 of the Merchant Bankers Regulations, 1992.

ISSUE II - Does the violations, if any, on the part of Noticee 5 attract penalty under Section 15HB of the SEBI Act, 1992?

23. It is noted that the above violations make Noticee 5 liable for monetary penalty under Section 15HB of the SEBI Act, 1992, the text of which is reproduced hereunder:

SEBI Act, 1992

Penalty for contravention where no separate penalty has been provided.

15HB. *Whoever fails to comply with any provision of this Act, the rules or the regulations made or directions issued by the Board thereunder for which no separate penalty has been provided, shall be liable to a penalty which shall not be less than one lakh rupees but which may extend to one crore rupees.*

24. In context of the above, reference may be made to the observations of Hon'ble Supreme Court in the matter of Chairman, SEBI vs. Shriram Mutual Fund {[2006] 5 SCC 361} wherein the Hon'ble Court had observed: "*In our considered opinion, penalty is attracted as soon as the contravention of the statutory obligation as contemplated by the Act and the Regulations is established and hence the intention of the parties committing such violation becomes wholly irrelevant A breach ofcivil obligation which attracts penalty in the nature of fine under the provisions of the Act and the Regulations would immediately attract the levy of penalty irrespective of the fact whether contravention must made by the defaulter with guilty intention or not.''*

ISSUE III: If so, how much penalty should be imposed on Noticee 5 taking into consideration the factors mentioned in Section 15J of the SEBI Act, 1992?

25. While determining the quantum of penalty under Section 15HB of the SEBI Act, 1992, it is important to consider the factors stipulated in Section 15J of the SEBI Act, 1992 respectively, which read as under:

SEBI Act, 1992

15J While adjudging quantum of penalty under section 15-I, the adjudicating officer shall have due regard to the following factors, namely

(a)the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;

(b) the amount of loss caused to an investor or group of investors as a result of the default;
(c) the repetitive nature of the default.

26. In the present matter, it is noted that no quantifiable figures are available to assess the disproportionate gain or unfair advantage made as a result of the defaults by Noticee 5, nor has it been alleged by SEBI. Further, from the material available on record, it may not be possible to ascertain the exact monetary loss to the investors /clients on account of default by Noticee 5. Further, as per the available records, it is observed that Noticee 5 has not been penalized earlier for any of the aforesaid violations. Thus, violations are not repetitive in nature. The intermediary should appreciate the criticality of its function as merchant banker to provide true and correct information by exercising due diligence which was found wanting. Such non-compliance deserves and attracts suitable penalty.

ORDER

27. Having considered all the facts and circumstances of the case, the material available on record, the submissions made by the Noticees and also the factors mentioned in Section 15J of the SEBI Act, 1992, and also taking into account judgment of the Hon'ble Supreme Court in SEBI vs. Bhavesh Pabari (2019) 5 SCC 90, in exercise of power conferred under Section 15-I of the SEBI Act,1992 read with Rule 5 of the SEBI Adjudication Rules, 1995, following penalty is hereby imposed upon Noticee 5 for the violations mentioned hereunder.

Name of Noticee	Violation provisions	Penal Provisions	Penalty
Fortress Capital Management Services Private Limited (PAN: AAACF7994B)	Clauses 4, 7 and 20 of Code of Conduct in Schedule III read with Regulation 13 of the Merchant Bankers Regulations, 1992	Section 15HB of SEBI Act, 1992	₹ 1,00,000/- (Rupees One Lakh Only)

28. Noticee 5 shall remit / pay the said amount of penalty within 45 days of receipt of this order through online payment facility available on the website of SEBI, i.e. www.sebi.gov.in on the following path, by clicking on the payment link:

ENFORCEMENT → Orders → Orders of AO → PAY NOW.

29. In the event of failure to pay the said amount of penalty within 45 days of the receipt of this Order, SEBI may initiate consequential actions including but not limited to recovery proceedings under Section 28A of the SEBI Act, 1992 for realization of the said amount of penalty along with interest thereon, *inter alia*, by attachment and sale of movable and immovable properties.

30. In terms of the provisions of Rule 6 of the Adjudication Rules, a copy of this order is being sent to the Noticees, and also to the Securities and Exchange Board of India.

DATE: SEPTEMBER 27, 2024	**BARNALI MUKHERJEE**
PLACE: MUMBAI	**ADJUDICATING OFFICER**