BEFORE THE ADJUDICATING OFFICER

SECURITIES AND EXCHANGE BOARD OFINDIA

ADJUDICATION ORDER NO. Order/BM/JR/2022-23/ 18258 - 18279

UNDER SECTION15-I OF SECURITIES AND EXCHANGE BOARD OF INDIA ACT, 1992 READ WITH RULE 5 OF SEBI (PROCEDURE FOR HOLDING INQUIRY AND IMPOSING PENALTIES) RULES, 1995

In respect of:

S. No.	Name	PAN Number
1.	Allied Computer International (Asia) Limited	AADCA4412E
2.	Hirji Kanji Patel	AHFPP7456D
3.	Sanmay Trading Pvt Ltd.	AANCS8490A
4.	Energy Commotrade Pvt Ltd**.**	AABCE9136D
5.	Trend Commosales Pvt Ltd.	AADCT1329B
6.	Agrata Real Estate Pvt Ltd.	AAHCA2834J
7.	Rosewood Vintrade Pvt Ltd.,	AAECR2815D
8.	Jabeen Tradelink Pvt Ltd.	AACCJ2408A
9.	Viaggio Entertainment Pvt. Ltd.	AACCV0634L
10.	Yantra Natural Resources Limited	AACCS4221Q
11.	Prraneta Industries Ltd. (currently known as Aadhaar Ventures India Limited)	AABCP4155F
12.	Urjita Commerce Private Ltd.	AAACU4616R
13.	Printage Offset Pvt. Ltd.	AABCP7122J
14.	Parasmani Planning and Development Pvt. Ltd.	AAFCP7872D
15.	Jeenmata Commercial Pvt. Ltd.	AACCJ4579N
16.	Paritosh Commerce Pvt. Ltd.	AABFP9881D
17.	Bhuvaneshwari Securities Pvt. Ltd.	AABCM5226E
18.	Lemongrass Investment Consultants Pvt. Ltd.	AABCL9229N
19.	Nextgen Health Solutions Pvt. Ltd.	AADCN4830B

20.	Innovation Infraestates Pvt. Ltd.	AACCI4939F
21.	VRC Technology Pvt. Ltd.	AADCV5017G
22.	Arrow Exim Pvt. Ltd.	CNZPP9976Q

In the matter of Allied Computers International (Asia) Limited

Facts of the Case:

1. Securities and Exchange Board of India (hereinafter referred to as "**SEBI**") had conducted investigation in the scrip of Allied Computers International (Asia) Limited (hereinafter referred to as "ACIL"/ "Company" / "**Noticee 1**") during the period November 23, 2007 to September 22, 2012 (hereinafter also referred to as the "**Investigation Period/ IP**".) Pursuant to the investigation, it was observed that the Company and the Managing Director, viz., Hirji Kanji Patel (hereinafter referred to as "**Noticee 2**") had transferred funds directly/ indirectly to Sanmay Trading Pvt Ltd. (hereinafter referred to as "**Sanmay**"/"**Noticee 3**"), Energy Commotrade Pvt Ltd**.** (hereinafter referred to as "**Energy**"/"**Noticee 4**")**,** Trend Commosales Pvt Ltd. (hereinafter referred to as "**Trend**"/"**Noticee 5**"), Agrata Real Estate Pvt Ltd. (hereinafter referred to as "**Agrata**"/"**Noticee 6**"), Rosewood Vintrade Pvt Ltd. (hereinafter referred to as "**Rosewood**"/"**Noticee 7**"), Jabeen Tradelink Pvt Ltd. (hereinafter referred to as "**Jabeen**"/"**Noticee 8**") and Viaggio Entertainment Pvt. Ltd. (hereinafter referred to as "**Viaggio**"/"**Noticee 9**") who had used the same for the purpose of subscription of shares allotted to them on a preferential basis by Noticee 1. It was further observed that Yantra Natural Resources Limited (hereinafter referred to as "**Yantra**"/"**Noticee 10**"), Prraneta Industries Ltd. (hereinafter referred to as "**Prraneta**"/"**Noticee 11**"), Urjita Commerce Private Ltd. (hereinafter referred to as "**Urjita**"/"**Noticee 12**"), Printage Offset Pvt. Ltd. (hereinafter referred to as "**Printage**"/"**Noticee 13**"), Parasmani Planning and Development Pvt. Ltd. (hereinafter referred to as "**Parasmani**"/"**Noticee 14**"), Jeenmata Commercial Pvt. Ltd. (hereinafter referred to as "**Jeenmata**"/"**Noticee 15**"), Paritosh Commerce Pvt. Ltd. (hereinafter referred to as "**Paritosh**"/"**Noticee 16**"), Bhuvaneshwari Securities Pvt. Ltd. (hereinafter referred to as "**Bhuvaneshwari**"/"**Noticee 17**"), Lemongrass Investment Consultants Pvt. Ltd.

(hereinafter referred to as "**Lemongrass**"/"**Noticee 18**"), Nextgen Health Solutions Pvt. Ltd. (hereinafter referred to as "**Nextgen**"/"**Noticee 19**"), Innovation Infraestates Pvt. Ltd. (hereinafter referred to as "**Innovation**"/"**Noticee 20**"), VRC Technology Pvt. Ltd. (hereinafter referred to as "**VRC**"/"**Noticee 21**") and Arrow Exim Pvt. Ltd. (hereinafter referred to as "**Arrow**"/"**Noticee 22**") (collectively known as "**Noticees**") were the conduits who facilitated the company in giving financial assistance by allowing their bank accounts for routing of funds in connection with the subscription made by the preferential allottees. SEBI has, therefore, initiated adjudication proceedings under the Securities and Exchange Board of India Act, 1992 (hereinafter referred as the "**SEBI Act**") against the Noticees for the alleged violations of the provisions of section 12A(a), (b), (c) of the SEBI Act read with regulation 3(a), (b), (c), (d) and 4(1) of SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to securities market) Regulations, 2003 (hereinafter referred to as "**PFUTP Regulations**") for the period from November 23, 2007 to September 22, 2012 (hereinafter referred to as "**investigation period"/"IP**").

<u>Appointment of Adjudicating Officer:</u>

2. SEBI appointed the undersigned as Adjudicating Officer (**AO**) vide communique dated September 16, 2021 under Section 19 read with Section 15-I of the SEBI Act, read with Rule 3 of the SEBI (Procedure for Holding Inquiry and Imposing Penalties Rules, 1995 (hereinafter referred to as "**Adjudication Rules**") to enquire into and adjudge under the provisions of Section 15HA of the SEBI Act the aforesaid alleged violations committed by the Noticees.

<u>Show Cause Notice, Reply and Personal Hearing</u>:

3. Show Cause Notice dated October 8, 2021 (hereinafter referred to as 'SCN') was issued in terms of Rule 4(1) of the Rules read with section 15-I of the SEBI Act to the Noticees alleging the following:
   a) *It was observed that the Company had allotted 8,92,05,000 convertible equity warrants (20 allottees) on March 01, 2011 and 1,07,95,000 convertible equity warrants (3 allottees) on March 24, 2011 on preferential basis, which was subsequently, converted into shares (issue price of Rs. 10/- per share) and issued to the allottees.*

b) *During the investigation, from the analysis of the bank statements it was observed that following preferential allottees (collectively referred to as "alleged preferential allottees") had received funds from the Company directly/indirectly through the entities (referred to as Conduits) for subscription of preferential allotment.*

Sr. no	***Name of the entitiy***
1	*Samjhauta Mercantile Pvt. Ltd.*
2	*Akansha Media & Entertainment Private Limited*
3	*Sanmay Trading Pvt Ltd.*
4	*Energy Commotrade Pvt Ltd.*
5	*Trend Commosales Pvt Ltd.*
6	*Agrata Real Estate Pvt Ltd.*
7	*Rosewood Vintrade Pvt Ltd.,*
8	*Meritorious Realty Pvt. Ltd.*
9	*Jabeen Tradelink Pvt Ltd.*
10	*Viaggio Entertainment Pvt. Ltd.*

c) *Further, following entities acted as conduits who received funds directly/ indirectly from the Company and transferred the same to the alleged preferential allottees for subscribing to the preferential allotment of the Company dated March 01, 2011 & March 24, 2011.*

Sr.no	***Name of the entitiy***
1	*Yantra Natural Resources Limited*
2	*Innovation Infraestates Pvt. Ltd.*
3	*VRC Technology Pvt. Ltd.*
4	*Parasmani Planning and Development Pvt. Ltd.*
5	*Jeenmata Commercial Pvt. Ltd.*
6	*Lemongrass Investment Consultants Pvt. Ltd.*
7	*Nextgen Health Solutions Pvt. Ltd.*
8	*Prraneta Industries Ltd.*
9	*Urjita Commerce Private Ltd.*
10	*Arrow Exim Pvt. Ltd.*
11	*Printage Offset Pvt. Ltd.*
12	*Bhuvaneshwari Securities Pvt. Ltd.*
13	*Paritosh Commerce Pvt. Ltd.*
14	*KPR Chemicals*

d) *During the investigation, it was observed that the Company had funded Yantra with Rs. 25.25 Crs.; Yantra had funded Lemongrass and Nextgen with Rs. 12.35 Crs.; Lemongrass and Nextgen funded Parasmani and Jeenmata with Rs. 23.21 Crs.; Parasmani and Jeenmata funded VRC & Innovation with 23.66 Crs. and VRC & Innovation ultimately funded the alleged preferential allottees.*

e) *Yantra had funded KPR Chemicals with Rs. 2 Crs. on 22/2/2011 out of the Rs. 25.25 Crs which was received by it from the Company. KPR Chemicals funded Noticee 7 with Rs. 1.25 Crs. on March 4, 2011, who in turn transferred the funds to the Company for the shares allotted to it.*

f) *The Company had transferred ₹6.25 Crs. to Yantra. Prraneta received ₹3.75 Crs from Yantra, out of which Prraneta had funded ₹ 1.87 Crs. to Lemongrass and ₹ 1.88 Crs to Nextgen. Hence it is alleged that through Yantra, the Company provided funding to Prraneta for funding to Lemongrass and Nextgen and ultimately to the alleged preferential allottees.*

g) *The Company had transferred ₹2.50 Crs to Urjita. Urjita funded Printage with ₹ 1.00 Crs & Arrow with ₹ 1.50 Crs., Printage funded Akansha Media & Entertainment Private Ltd. (preferential allottee) with ₹ 1.28 Crs. and Arrow funded Akansha Media & Entertainment Private Ltd. with 1.50 Crs. who in turn transferred the fund to the Company for the shares allotted to it.*

h) *The Company also transferred funds of ₹ 2.50 Crs to Paritosh. Paritosh funded Bhuvaneshwari with ₹ 1.12 Crs and Bhuvaneshwari transferred the funds received to Meritorious Realty Pvt. Ltd. who in turn transferred the funds to ACIL.*

i) *The funds received directly/indirectly by the alleged preferential allottees from the Company through the conduits, were transferred by the alleged preferential allottees to the Company, for the allotment of shares in the manner mentioned in the table below :*

Company	***Date***	***Amount funded by ACIL (₹)***	***Name of the Conduit***	***Name of the Allottee***	***Total Amount paid to ACIL by allottee with regard to allotment (₹)***
ACIL	*24/02/2011*	*2,14,37,500*	*VRC Technology*	*Samjhauta Mercantile Pvt. Ltd.*	*4,12,50,000*
			Innovation Infraestates Pvt. Ltd.		
			Parasmani Planning and Development Pvt. Ltd.		
			Jeenmata Commercial Pvt. Ltd.		
			Lemongrass Investment		

			Consultants Pvt. Ltd. Nextgen Health Solutions Pvt. Ltd. Yantra Natural Resources Limited Prraneta Industries Ltd.		
ACIL	24/07/2010	25000000	Urijta Commerce Private Ltd. Arrow Exim Pvt. Ltd. Printage Offset Pvt. Ltd.	Akansha Media & Entertainment Private Ltd.	4,42,50,000
ACIL	23/02/2011	1,75,00,000	VRC Technology Innovation Infraestates Pvt. Ltd. Parasmani Planning and Development Pvt. Ltd. Jeenmata Commercial Pvt. Ltd. Lemongrass Investment Consultants Pvt. Ltd. Nextgen Health Solutions Pvt. Ltd. Yantra Natural Resources Limited Prraneta Industries Ltd.	Sanmay Trading Pvt. Ltd.	4,97,50,000
ACIL	24/02/2011	30,000,000	Innovation Infraestates Pvt. Ltd. Parasmani Planning and Development Pvt. Ltd. Jeenmata Commercial Pvt. Ltd. Lemongrass Investment Consultants Pvt. Ltd. Nextgen Health Solutions Pvt. Ltd. Yantra Natural Resources Limited Prraneta Industries Ltd.	Energy Commotrade Pvt. Ltd.	4,00,00,000

ACIL	*21/02/2011* *25/02/2011*	*30,000,000* *90,00,000*	*VRC Technology* *Innovation Infraestates Pvt. Ltd.* *Parasmani Planning and Development Pvt. Ltd.* *Jeenmata Commercial Pvt. Ltd.* *Lemongrass Investment Consultants Pvt. Ltd.* *Nextgen Health Solutions Pvt. Ltd.* *Yantra Natural Resources Limited* *Prraneta Industries Ltd.*	*Trend Commercials Pvt. Ltd.*	*4,50,00,000*
ACIL	*21/02/2011* *23/02/2011*	*3,25,62,500* *25,00,000*	*VRC Technology* *Parasmani Planning and Development Pvt. Ltd.* *Jeenmata Commercial Pvt. Ltd.* *Lemongrass Investment Consultants Pvt. Ltd.* *Nextgen Health Solutions Pvt. Ltd.* *Yantra Natural Resources Limited* *Prraneta Industries Ltd.*	*Agrata Real Estate Pvt. Ltd.*	*4,67,50,000*
ACIL	*23/02/2011* *25/02/2011* *04/03/2011*	*1,70,00,000* *63,00,000* *1,25,00,000*	*VRC Technology* *Innovation Infraestates Pvt. Ltd.* *Parasmani Planning and Development Pvt. Ltd.* *Jeenmata Commercial Pvt. Ltd.* *Lemongrass Investment Consultants Pvt. Ltd.* *Nextgen Health Solutions Pvt. Ltd.* *Yantra Natural Resources Limited*	*Rosewood Vintrade Pvt. Ltd.*	*4,90,00,000*

			KPR Chemicals Prraneta Industries Ltd.		
ACIL	22/07/2010 23/02/2011	1,12,00,000 69,37,500	Bhuvaneshwari Securities Pvt. Ltd. Paritosh Commerce Pvt. Ltd. VRC Technology Parasmani Planning and Development Pvt. Ltd. Jeenmata Commercial Pvt. Ltd. Lemongrass Investment Consultants Pvt. Ltd. Nextgen Health Solutions Pvt. Ltd. Yantra Natural Resources Limited Prraneta Industries Ltd.	Meritorious Realty Pvt. Ltd.	
ACIL	23/02/2011	2,80,00,000	Innovation Infraestates Pvt. Ltd. Parasmani Planning and Development Pvt. Ltd. Jeenmata Commercial Pvt. Ltd. Lemongrass Investment Consultants Pvt. Ltd. Nextgen Health Solutions Pvt. Ltd. Yantra Natural Resources Limited Prraneta Industries Ltd. Prraneta Industries Ltd.	Jabeen Tradelink Pvt. Ltd.	4,82,50,000
ACIL	22/02/2011	3,18,75,000	VRC Technology Innovation Infraestates Pvt. Ltd. Parasmani Planning and Development Pvt. Ltd. Jeenmata Commercial Pvt. Ltd.	Viaggio Entertainment Pvt. Ltd.	4,25,00,000

			Lemongrass Investment Consultants Pvt. Ltd.		
			Nextgen Health Solutions Pvt. Ltd.		
			Yantra Natural Resources Limited		
			Prraneta Industries Ltd.		

In view of the same, it is alleged that the Company along with Noticee 2 (promoter/Managing Director) had funded the alleged preferential allottees, Noticees 3-9 indirectly through conduits (Noticees 10 to 22), for subscription of its own preferential allotment thereby allegedly violating Section 12 A(a), (b),(c) of SEBI Act read with Regulation 3(a),(b),(c),(d) & 4(1) of PFUTP Regulations.

4. The SCN was delivered to the Noticees in the following manner:

Sr. No.	**Noticee**	**Mode of delivery**
1	Allied	Through paper publication (the Times of India, Mumbai edition and Prahar on December 31, 2021)
2	Hirji Kanji Patel	Through paper publication (the Times of India, Mumbai edition and Prahar on December 31, 2021)
3	Sanmay	Through email dated February 4, 2022
4	Energy	Through paper publication (the Times of India, Mumbai edition and Prahar on December 31, 2021)
5	Trend	Through email dated February 22, 2022

6	Agrata	Through paper publication (the Times of India, Mumbai edition and Prahar on December 31, 2021)
7	Rosewood	Through paper publication (the Times of India, Mumbai edition and Prahar on December 31, 2021)
8	Jabeen	Through paper publication (the Times of India, Mumbai edition and Prahar on December 31, 2021)
9	Viaggio	Through SPAD
10	Yantra	Through paper publication (the Times of India, Mumbai edition and Prahar on December 31, 2021)
11	Prraneta	Through paper publication (the Times of India, Mumbai edition and Prahar on December 31, 2021)
12	Urjita	Through paper publication (the Times of India, Mumbai edition and Prahar on December 31, 2021)
13	Printage	Through paper publication (the Times of India, Mumbai edition and Prahar on December 31, 2021)
14	Parasmani	Through email dated February 4, 2022
15	Jeenmata	Through SPAD

16	Paritosh	Through paper publication (the Times of India, Mumbai edition and Prahar on December 31, 2021)
17	Bhuvaneshwari	Through paper publication (the Times of India, Mumbai edition and Prahar on December 31, 2021)
18	Lemongrass	Through email dated February 4, 2022
19	Nextgen	Through email dated February 4, 2022
20	Innovation	Through paper publication
21	VRC	Through SPAD
22	Arrow	Through paper publication

5. Further, through the said newspaper publication, the aforementioned Noticees were advised to appear for personal hearing before the AO on January 24, 2022 and January 25, 2022. It is observed that some Noticees submitted their replies pursuant to the receipt of the SCN. However, no reply was received from Allied (Noticee 1), Noticee 2, Urjita (Noticee 12), Printage (Noticee 13), Paritosh (Noticee 16), Bhuvaneshwari (Noticee 17) and Arrow (Noticee 22).

6. The Noticees replied to the SCN stating, inter alia, the following:

a) <u>Sanmay Trading Pvt. Ltd. (Noticee 3) replied vide letter dated June 18, 2022</u>

- *The allegations framed in the SCN relate to the investigation period which is from 23rd November, 2007 to 22nd September, 2012) and the SCN was issued on 08th October, 2021 i.e., after an inordinate delay of 10 years. The SCN does not provide any explanation to justify the inordinate and unconscionable delay in initiation of proceedings against the Noticee. It is respectfully submitted that the initiation of proceedings by SEBI after such a long delay, severely prejudices the ability of Noticee to adequately respond to the SCN as the entire management of* *the Noticee changed from 2014 onwards and the present management of the company has no knowledge about the transactions taken by the company back in 2010-11 by the earlier management.*

- *The Noticee No. 3 states that it was allotted 4,97,000 converted from warrants to equity shares of Allied Computers International (Asia) Ltd. on 02nd March, 2011 at the rate of Rs. 10/- per convertible equity shares. The payment liability of Rs.4,97,50,000 arise pursuant to thc aforesaid allotment which was duly discharged by the Noticee. Noticee paid in the full the amount of Rs.4,97,50,OOO to the Noticee No. 1 Company for the Preferential Allotment. Following is the Schedule of payment made by the Noticee to the Noticee No. 1 Company:*
- *Noticee paid Rs. 4,97,000 (4,97,000 + 30,00,000 +54,00,000 + 37,500 + 2,00,00,000 +*
- *1,75,000) on 17.07.2010, 19.07.2010, 20.07.2010, 24.07.2010, 31.01.2011 and 23.02.2011 from its ING Vysya Bank (A/c No. 550011033900) to the Noticee No. 1 Company.*

- *The Noticee refutes the allegation in the Show Cause Notice that the Noticee was a part of some elaborate plan or scheme wherein he received funds from conduits to apply for the preferential allotment of Noticee No. 1 company. Noticee states that his preferential allotment was genuine and proper for consideration which was duly paid on time to the Noticee No. 1 company.*
- *Noticee states that Noticee had received funds from Noticee No. 15 (Innovation Infra-estates Pvt. Ltd, Noticee 16 (VRC Technology Pvt Ltd) pursuant to independent business transactions whcrcby the Noticee raised some money from Noticee Nos. 15 and 16 respectively and in exchange allotted its own shares to Noticee No. 15 and Noticee No. 16 the details of which is as follows:*

  A. *Noticee received an amount of Rs. 1,50,00,000 on 23.02.2011 from Noticee No. 15 (Innovation Infra- estates);*

  B. *Noticee received an amount ofRs.25,OO,OOO on 23.02.2011 from Noticee No 16 (VRC Techn010Đ.r Pvt Ltd);*

- *Pursuant to the receipt of the funds by Noticee No. 15 (Innovation Infra-estates Pvt. Ltd and Noticee No. 16 (VRC Technology Pvt Ltd) the Noticee on 23.03.2012 allottcd shares of Sanrnay Trading Pvt Ltd. to Noticee Nos. 15 (Innovation Infraestates Pvt. Ltd) and Noticee No. 16 (VRC Technolow Pvt Ltd) at the rate of Rs. 10 per share + 2490 premium.*

Preferential Allottee	*No. of shares Allotted*	*Amount received pursuant to the allotment*
Innovation Infraestates Pvt. Ltd.	*6000 shares*	*1,50,00,000 Rs.*
VRC Technolow Pvt Ltd	*1000 shares*	*25,OO,OOO Rs.*

- *Noticee states that the aforesaid transaction between the Noticee and the Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd, Noticee Nos. 16 (VRC Technolow Pvt Ltd) has been treated as a part of some larger scheme in the SCN. However, the Noticee states that Noticee only received funds from Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd) Noticee 16 (VRC Technolow Pvt Ltd). The Noticee is not a privy to the fact that Noticee Nos. 15 and 16 received some funds from other Noticees of the SCN. Noticee's connection, if any, was only with Noticee nos. 15 (Innovation Infra-estates Pvt. Ltd.), Noticee 16 (VRC Technolow Pvt Ltd) and the said connection were in the nature of business transactions for consideration and was purely legal and there was nothing unlawful about the same. Further, the conspiracy theory that the Noticee applied for the preferential allotment of Allied Computers (Asia) Limited from the money it received from Allied Computers (Asia) Limited lacks merit and the same can be seen from the fact that the Noticee's monetary liability w.r.t the preferential allotment was Rs. 4,97,50,000/- whereas the amount received by the Noticee from Noticee Nos. 15 and 16 (pursuant to independent business transaction) was only Rs. 1,75,00,000.*

b) ***<u>Energy Commotrade Pvt. Ltd. (Noticee 4) replied vide letter dated June 14, 2022</u>***

- *The allegations framed in the SCN relate to the investigation period which is from 23 rd November, 2007 to 22nd September, 2012) and the SCN was issued on 08th October, 2021 i.e., after an inordinate delay of 10 years. The SCN does not provide any explanation to justify the inordinate and unconscionable delay in initiation of proceedings against the Noticee. It is respectfully submitted that the initiation of proceedings by SEBI after such a long delay, severely prejudices the ability of Noticee to adequately respond to the SCN as the entire management of the Noticee changed from 2014 onwards and the present management of the company has no knowledge about the transactions taken by the company back in 2010-11 by the earlier management.*
- *The Noticee No. 4 states that it was allotted 4000000 convertible equity warrants of Allied Computers International (Asia) Ltd. on 02nd March, 2011 at the rate of Rs. 10/per convertible equity warrant. The payment liability of Rs. 4,00,00,000*

arise pursuant to the aforesaid allotment which was duly discharged by the Noticee. Noticee paid in the full the amount of Rs. 4,00,00,000 to the Noticee No. 1 Company for the Preferential Allotment. Following is the Schedule of payment made by the Noticee to the Noticee No. 1 Company:

i) *Noticee paid Rs. 1,00,00,000 (35,00,000 + 30,00,000 + 35,00,000) on 20.07.2010 and 21.07.2010 from its HDFC Bank Account (A/c No. 00080340033604) to the Noticee No. 1 Company.*

ii) *Noticee paid Rs. 3,00,00,000 (75,00,000 + 75,00,000 + 75,00,000 + 75,00,000) on 24.02.2011 from its Dena Bank Account (A/c No. 066611021240 to the Noticee No. 1 Company.*

- *Noticee states that Noticee had received funds from Noticee No. 15 (Innovation Infra-estates Pvt. Ltd.) pursuant to independent business transactions between the Noticee and Noticee No. 15 (Innovation Infra-estates Pvt. Ltd,) whereby the Noticee raised some money from Noticees 15 and in exchange allotted its own shares to Noticee Nos. 15 the details of which is as follows:*

    A. *Noticee received an amount of 3,00,00,000 on 24.02.2011 from Noticee No. 15 (Innovation Infra-estates Pvt. Ltd.)*

- *Pursuant to the receipt of the funds by Noticee Nos. 15 (Innovation Infraestates Pvt. Ltd.) the Noticee on 24.02.2011 allotted 12,000 shares of Energy Commotrade Private Limited to Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) at the rate of Rs. 10 per share + premium of Rs. 2490).*

Preferential Allottee	***No. of shares Allotted***	***Amount received pursuant to the allotment***
Innovation Infraestates Pvt. Ltd.	*12,000 shares*	*3,OO,OO,OOO Rs.*

- *Noticee states that the aforesaid transaction between the Noticee and the Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) has been treated as a part of the larger scheme in the SCN. However, the Noticee states that Noticee received funds from Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) and the Noticee is not privy to the fact that Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) received some funds from other Noticees of the SCN. Noticee's connection, if any, was only with*

Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) which was a business transaction for consideration and was purely legal and there was nothing unlawful about the same. Further, the conspiracy theory that the Noticee applied for the preferential allotment of Allied Computers (Asia) Limited from the money it received from Allied Computers (Asia) Limited lacks merit and the same can be seen from the fact that the Noticee's monetary liability w.r.t the preferential allotment was Rs.4,00,00,000/- whereas the amount received by the Noticee from Noticee Nos. (pursuant to independent business transaction) was only Rs. 3,00,00,000.

- *The Noticee states that it has been shown connected to other Noticees in the SCN namely: Parasmani Commotrade Pvt Ltd (Noticee No. 12) Jeen Mata Commercial Pvt. Ltd. (Noticee 13), Lemongrass Investment Consultants Pvt. Ltd. (Noticee 14), Nextgen Health Solutions Pvt. Ltd. (Noticee 17), Yantra Natural Resources Pvt. Ltd. (Noticee 10) and Pranneta Industries Ltd. (Noticee 11) on the ground that they are the part of the trail of money which was given by the Noticee No. 1 company to the preferential allottees to subscribe for the preferential allotment. The Noticee states that its transaction was only with Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) and the connection between the Noticee and the above-mentioned Noticees is far-fetched, remote and untenable in the eyes of the Law.*

c) **Trend Commosales Pvt. Ltd. (Noticee 5) replied vide letter dated December 22, 2021**

- *The allegations framed in the SCN relate to the investigation period which is from 23rd November, 2007 to 22 nd September, 2012) and the SCN was issued on 08th October, 2021 i.e., after an inordinate delay of 10 years. The SCN does not provide any explanation to justi$," the inordinate and unconscionable delay in initiation of proceedings against the Noticee. It is respectfully submitted that the initiation of proceedings by SEBI after such a long delay, severely prejudices the ability of Noticee to adequately respond to the SCN.*
- *The Noticee No. 5 states that it was allotted 45,00,000 convertible equity warrants of Allied Computers International (Asia) Ltd. on 01 st March, 2011 at the rate of Rs. 10/- per convertible equity warrant. The payment liability of Rs. 4,50,00,000 arise pursuant to the aforesaid allotment which was duly discharged by the Noticee. Noticee paid in the full the amount of Rs. 4,50,00,000 to the Noticee No. 1 Company for the Preferential Allotment. Following is the Schedule of payment made by the Noticee to the Noticee No. 1 Company:*

  i) Noticee paid Rs. 1,12,50,000 (37,50,000 + 35,00,000 + 40,00,000) on 20.07.2010 from its HDFC Bank Account (A/c No. 00080340033501) to the Noticee No. 1 Company *ii) Noticee paid Rs. 3,37,50,000 (75,00,000 + 75,00,000 + 75,00,000 + 75,00,000 + 37,50,000) on 21.02.2011 and 25.02.2011 from its Dena Bank Account (A/c. No. 066611021242 to the Noticee No. 1 Company.*

.

- *Noticee States that Noticee had received fúnds from Noticee No, 15 (Innovation Infra-estates Pvt. Ltd.), Noticee No. 16 (VRC Technologies Pvt. Ltd.) and Noticee No. 12 (Parasmani Planning and Development Pvt. Ltd.) pursuant to independent business transactions between the Noticee and Noticee No. 15 (Innovation Infra-estates Pvt. Ltd.), Noticee NO. 16 (VRC Technologies Pvt. Ltd.) and Noticee No-12 (Parasma.ni Planning and Development Pvt. Ltd.) whereby the Noticee raised some money from Noticees 15, 16 and 12 and in exchange allotted its own shares to Noticee Nos. 15, 16 and 12 the details of which is as follows:*

A. *Noticee received an amount of Rs. 9.60.00,000 on 18,02.2011, 23.02.2011. 25,02.2011 and 26.02.2011 from Noticee No, 16 (VRC Technologies Pvt. Ltd,)*
B. *Noticee received an amount of Rs. 8,94,00,000 on 21.02.2011, 25.02-2011 and 26.02.2011 from Noticee No. 15 (Innovation Infra-estates Pvt. Ltd.)*
C. *Noticee received an amount of Rs. 4,37,00,000 on 26.02.2011 and 01.03.2011 from Noticee No. 12 (Parasmani Planning and Development Pvt. Ltd.).*

- *Pursuant to the receipt of the funds by Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.), Noticee No. 16 (VRC Technologies Pvt. Ltd.) and Noticee Nov 12 (Parasmani Planning and Development Pvt. Ltd.) the Noticee on 21.02.2012 allotted 38,400 shares, 35,760 shares and 17,480 shares of Trend Commosales Pvt. Ltd. to Noticee Nos. 15 (Innovation Infraestates Pvt. Ltd.), Noticee No. 16 (VRC Technologies Pvt. Ltd.) and Noticee No. 12 (Parasmani Planning and Development Pvt. Ltd.) at the rate of Rs. 10 per share + premium of Rs- 2490).*

Preferential Allottee	***No. of shares Allotted***	***Amount received pursuant to the allotment***
Innovation Infra-estates Pvt. Ltd.	*38,400 shares*	*9,60,00,000 Rs.*
VRC Technologies Pvt. Ltd.	*35,760 shares*	*8,94,00,000 Rs.*
Parasmani Planning and Development Pvt. Ltd.	*17,480 shares*	*4,37,00,000 Rs*

- *The Noticee states that it has been shown connected to Other Noticees in the SCN namely: Jeen Mata Commercial Pvt. Ltd. (Noticee 13), Lemongrass Investment Consultants Pvt. Ltd. (Noticee 14), Nextgen Health Solutions Pvt. Ltd. (Noticee 17), Yantra Natural Resources Pvt. Ltd. (Noticee 10) and Pranneta Industries Ltd. (Noticee Il) on the ground that they are the part of the trail of money which was given by the Noticee No. 1 company to the preferential allottees to subscribe for the preferential allotment. The Noticee states that its transaction was only with Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.), Noticee No, 16 (VRC Technologies Pvt. Ltd.) and Noticee No. 12 (Parasmani Planning and Development Pvt. Ltd.) and the connection between the Noticee and the above-mentioned Noticees is far-fetched, remote and untenable in the eyes of the Law.*

d) ***<u>Agrata Real Estate Pvt. Ltd. (Noticee 6) replied vide letter dated June 17, 2022</u>***

- *The allegations framed in the SCN relate to the investigation period which is from 23rd November, 2007 to 22nd September, 2012) and the SCN was issued on 08th October, 2021 i.e., after an inordinate delay of 10 years. The SCN does not provide any explanation to justify the inordinate and unconscionable delay in initiation of proceedings against the Noticee. It is respectfully submitted that the initiation of proceedings by SEBI after such a long delay, severely prejudices the ability of Noticee to adequately respond to the SCN as the entire management of the Noticee changed from 2014 onwards and the present management of the company has no knowledge about the transactions taken by the company back in 2010-11 by the earlier management.*
- *The Noticee No. 6 states that it was allotted 46, 75,000 convertible equity warrants of Allied Computers International (Asia) Ltd. on 02nd March, 2011 at the rate of Rs. 10/- per convertible equity warrant, The payment liability of Rs. 4,67,50,000 arise pursuant to the aforesaid allotment which was duly discharged by the Noticee. Noticee paid in the full the amount of Rs 4,67,50,000. to the Noticee No. 1 Company for the Preferential Allotment. Following is the Schedule of payment made by the Noticee to the Noticee No. 1 Company:*
  - i) *Noticee paid Rs. 4,67,50,000 (50,00,000 + 66,87,500 + 25,00,000 + 1,00,00,000 + 1,00,00,000 + 1,00,00,000 + 62,500 + 25,00,000) on 20.07.2010 from its IndusInd Bank Account (A/c No. 0001-CD0490-060) to the Noticee No. 1 Company.*
  - ii) *Noticee paid Rs.5,00,000 from its IndusInd Bank Account (A/c No. 001-CD0490-060) to Noticee 11.*
- *The Noticee refutes the allegation in the Show Cause Notice that the Noticee was a part of some elaborate plan or scheme wherein he received funds from conduits to apply for the preferential allotment of Noticee No. 1 company. Noticee states that his preferential*

allotment was genuine and proper for consideration which was duly paid on time to the Noticee No. 1 company.

- *Noticee states that Noticee had received funds from Noticee No. 15 (Innovation Infra-estates Pvt. Ltd.) and Noticee No. 16 (VRC Technologies Pvt. Ltd.) pursuant to independent business transactions whereby the Noticee raised some money from Noticee Nos. 15 and 16 and in exchange allotted its own shares to Noticee Nos. 15 and 16. Schedule of money received by the Noticee from Noticee Nos. 15 and 16 is as follows:*

A. *Noticee received an amount of Rs. 3,70,00,000 on 21.02.2011 and 23.02.2011 from Noticee No. 16 (VRC Technologies Pvt. Ltd.)*

B. *Noticee received an amount of Rs. 5,00,000 on 21.02.2011 from Noticee No. 15 (Innovation Infra-estates Pvt. Ltd.)*

- *Pursuant to the receipt of the funds by Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) and Noticee No. 16 (VRC Technologies Pvt. Ltd.), the Noticee on 21.02.2012 allotted 50 shares and 3700 shares of Agrata Real Estate Pvt Ltd to Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) and Noticee No. 16 (VRC Technologies Pvt. Ltd.) at the rate of Rs. 10 per share + premium of Rs. 9990).*

Preferential Allottee	***No. of shares Allotted***	***Amount received pursuant to the allotment***
Innovation Infraestates Pvt. Ltd.	*50 shares*	*5,00,000 Rs.*
VRC Technologies Pvt. Ltd.	*3700 shares*	*3,70,00,000 Rs.*

- *With respect to payment of funds to Noticee No. 1 1 (Prraneta Industries Ltd) on 04.03.2011 Noticee was allotted 4985 shares of Dyna Rasayan Udyog Pvt Ltd at the rate of Rs. 100.30 per share.*
- *The Noticee, reiterates that the funds received by it from Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) and Noticee No. 16 (VRC Technologies Pvt. Ltd.) was pursuant to an independent business transaction which got concluded post the allotment of shares by the Noticee to Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) and Noticee No. 16 (VRC Technologies Pvt. Ltd.)*

- *The Noticee states that it has been shown connected to other Noticees in the SCN namely: Parasmani Planning & Development Pvt Ltd (Noticee No. 12) Jeen Mata Commercial Pvt. Ltd. (Noticee 13), Lemongrass Investment Consultants Pvt. Ltd. (Noticee 14), Nextgen Health Solutions Pvt. Ltd. (Noticee 17) and Yantra Natural Resources Pvt. Ltd. (Noticee 10) on the ground that they are the part of the trail of money which was given by the Noticee No. 1 company to the preferential allottees to subscribe for the preferential allotment. The Noticee states that its transaction was only with Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.), Noticee No. 16 (VRC Technologies Pvt. Ltd.) and Noticee No. 11 (Prraneta Industries Ltd.) and the connection between the Noticee and the above-mentioned Noticees is far-fetched, remote and untenable in the eyes of the law.*

e) <u>Rosewood Vintrade Pvt. Ltd. (Noticee 7) vide letter dated April 19, 2022</u>

- *The allegations framed in the SCN relate to the investigation period which is from 23rd November, 2007 to 22m! September, 2012) and the SCN was issued on 8th October, 2021 i.e. after an inordinate delay of 10 years. The SCN dos not provide any explanation to justify the inordinate and unconscionable delay in initiation of proceedings against the Noticee. It IS respectfully submitted that the initiation of proceedings by SEBI after such a long delay, severely prejudices the ability of Noticee to adequately respond to the SCN.*

- *The Noticee No. 7 states that it was allotted 3105000 and 1795000 convertible equity warrants of Allied Computers International (Asia) Ltd. on 02nd March, 2011 and 24th March 2011 respectively at the rate of Rs. 10/- per convertible equity warrant. The payment liability of Rs.4,90,00,000 arise pursuant to the aforesaid allotment which was duly discharged by the Noticee. Noticee paid in the full the amount of Rs.4,90,00,000 to the Noticee No. 1 Company for the Preferential Allotment. Following is the Schedule of payment made by the Noticee to the Noticee No. 1 Company:*

  i) Noticee paid Rs. 2,92,50,000 (40,00,000+ 45,00,000 +37,50,000 + 1,70,00,000) on 20.07.2010 and 23.02.2011 from its HDFC Bank Account (A/c No.0008034003298) to the Noticee No. 1 Company.
  ii) Noticee paid Rs. 1,97,50,000 (63,00,000 +1,25,00,000 +9,50,000) on 25.02.2011, 04.03.2011 and 19.03.2011 from its Induslnd Bank) Account (A/c No. (0006-560160-050] to the Noticee No. 1 Company.

- *Noticee states that Noticee had received funds from Noticee No. 15 (Innovation Infra-estates Pvt. Ltd, Noticee 16 (VRC Technology Pvt Ltd) and KPR Chemicals pursuant to independent business transactions between the Noticee and the Noticee*

Nos. 15, 16 and KPR Chemicals whereby the Noticee raised some money from Noticee Nos. 15, 16 and KPR Chemicals respectively and in exchange allotted its own shares to Noticee No. 15, Noticee No. 16 the details ofwhich is as follows:

A. Noticee received an amount of Rs. 33,00,000 on 24.02.2011 from Noticee No. 15 (Innovation Infra- estates)·

B. Noticee received an amount of Rs.2,00,00,000 on 23.02.2011 and 24.02.2011 from Noticee No 16 (VRC Technology Pvt Ltd);

C. Noticee received an amount of Rs.l ,25,00,000 on 03.03.2011 from KPR Chemicals in exchange for land development work done by Emporis Project Ltd at KPR Chemicals which was paid to Emporis Project Ltd on 31.03.2012.

- *'Pursuant to the receipt of the funds by Noticee No. 15 (Innovation Infra-estates Pvt. Ltd and Noticee No. 16 (VRC Technology Pvt Ltd) the Noticee on 14.03.2012 allotted 1320 and 8000 shares of Rosewood Vintrade Pvt Ltd. to Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd) and Noticee No.16 (VRC Technology Pvt Ltd) at the rate of Rs. 10 per share + 2490 premium.*

Preferential Allottee	***No. of shares Allotted***	***Amount received pursuant to the allotment***
Innovation Infra-estates Pvt. Ltd.	*1320 shares*	*33,00,000 Rs.*
VRC Technology Pvt Ltd	*8000 shares*	*2,00,00,000 Rs.*

- *Noticee states that the aforesaid transaction between the Noticee and the Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd) , Noticee Nos. 16 (VRC Technology Pvt Ltd) and KPR Chemicals has been treated as a part of some larger scheme in the SCN. However, the Noticee states that Noticee only received funds from Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd), Noticee 16 (VRC Technology Pvt Ltd) and KPR Chemicals. The Noticee is not a privy to the fact that Noticee Nos. 15, 16 and KPR Chemicals received some funds from other Noticees of the SCN. Noticee's connection, if any, was only with Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.), Noticee 16 (VRC Technology Pvt Ltd) and KPR Chemicals and the said connection were in the nature of business transactions for consideration and was purely legal and there was nothing unlawful about the same.*

- *The Noticee states that it has been shown connected to other Noticees in the SCN namely: Jeen Mata Commercial Pvt. Ltd. (Noticee 13), Lemongrass Investment Consultants Pvt. Ltd. (Noticee 14), Nextgen Health Solutions Pvt. Ltd. (Noticee 17), Yantra Natural Resources Pvt. Ltd. (Noticee 10), Pranneta Industries Ltd. (Noticee 11) and Parasmani Planning and Development Pvt Ltd. (Noticee 12) on the ground that they are the part of the trail of money which was given by the Noticee No. 1 company to the preferential allottees to subscribe for the preferential allotment. The Noticee states that its transaction was only with Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.), Noticee 16 (VRC Technology Pvt. Ltd.) and KPR Chemicals Pvt. Ltd. The connection between the Noticee and other Noticees in the SCN namely: Noticee Nos. 10, 11, 12, 13, 14 and 17 is far-fetched, remote and untenable in the eyes of the Law.*

f) <u>Jabeen Tradelink Pvt. Ltd. (Noticee 8) replied vide letter dated July 12, 2022</u>

- *The allegations framed in the SCN relate to the investigation period which is from 23rd November, 2007 to 22nd September, 2012) and the SCN was issued on 08th October, 2021 i.e., after an inordinate delay of 10 years. The SCN does not provide any explanation to justify the inordinate and unconscionable delay in initiation of proceedings against the Noticee. It is respectfully submitted that the initiation of proceedings by SEBI after such a long delay, severely prejudices the ability of Noticee to adequately respond to the SCN.*
- *The Noticee No. 8 states that it was allotted 48,25,000 convertible equity warrants of Allied Computers International (Asia) Ltd. on 01 st March, 2011 at the rate of Rs. 10/- per convertible equity warrant. The payment liability of Rs.4,82,50,OOO arise pursuant to the aforesaid allotment which was duly discharged by the Noticee. Noticee paid in the full the amount of Rs. to the Noticee No. 1*
- *Following is the Schedule of payment made by the Noticee to the Noticee No. 1 Company:*

  i) *Noticee paid Rs. 4,80,62,500 (60,00,000 + 60,62,500 + 80,00,000 + 75,00,000 + 75,00,000 +75,00,000 + 55,00,000) on 17.07.2010 26.08.2010 and 23.02.2011 from its HDFC Bank Account (A/c No. 00602000043872) to the Noticee No. 1 Company*

  ii) *Noticee paid Rs. 1,87,500 on 22.02.2011 from its Standard Chartered Bank Account (A/c No. 23105139089 to the Noticee No. 1 Company.*

- *Noticee states that Noticee had received funds from Noticee No. 15 (Innovation Infra-estates Pvt. Ltd.) pursuant to independent business transactions between the Noticee and Noticee No. 15 (Innovation Infraestates Pvt. Ltd.), whereby the Noticee raised some money from Noticees 15 and in exchange allotted its own shares to Noticee No. 15 the details of which is as follows:*

A. *Noticee received an amount of Rs. 19,00,000 on 22.02.2011 from Noticee No, 15 (Innovation Infra- estates.)*

B. *Pursuant to the receipt of the funds by Noticee No. 15 (Innovation Infra-estates Pvt. Ltd) the Noticee on 27.03.2012 allotted 38,000 shares of Jabeen Tradelink Pvt Ltd. to Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd at the rate of Rs. 10 per share + premium of Rs. 490).*

Preferential Allottee	***No. of shares Allotted***	***Amount received pursuant to the allotment***
Innovation Infra-estates Pvt. Ltd.	*38,000 shares*	*19,00,000 Rs.*

- *Noticee states that the aforesaid transaction between the Noticee and the Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd has been treated as a part of the larger scheme in the SCN. However, the Noticee states that Noticee received funds from Noticee Nos. 15 (Innovation Infraestates Pvt. Ltd and the Noticee is not privy to the fact that Noticee No. 15 (Innovation Infra-estates Pvt. Ltd received some funds from other Noticees of the SCN. Noticee's connection, if any, was only with Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) which was a business transaction for consideration and was purely legal and there was nothing unlawful about the same.*
- *The Noticee states that it has been shown connected to other Noticees in the SCN namely: Jeen Mata Commercial Pvt. Ltd. (Noticee 13), Lemongrass Investment Consultants Pvt. Ltd. (Noticee 14), Nextgen Health Solutions Pvt. Ltd. (Noticee 17), Yantra Natural Resources Pvt. Ltd. (Noticee 10), Pranneta Industries Ltd. (Noticee 11) and Parasmani Planning and Development Pvt Ltd. (Noticee 12) on the ground that they are the part of the trail of money which was given by the Noticee No. I company to the preferential allottees to subscribe for the preferential allotment. The Noticee states that its transaction was only with Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) and the connection between the Noticee and the above-mentioned Noticee 15 is far-fetched, remote and untenable in the eyes of the Law.*

g) <u>Viaggio Entertainment Pvt. Ltd. (Noticee 9) vide letter dated December 21, 2021</u>

- *The allegations framed in the SCN relate to the investigation period which is from 23rd November, 2007 to 22nd September, 2012) and the SCN was issued on 08th October, 2021 i.e., after an inordinate delay of 10 years. The SCN does not provide any explanation to justify the inordinate and unconscionable delay in initiation of proceedings against the Noticee. It is respectfully submitted that the initiation of* *proceedings by SEBI after such a long delay, severely prejudices the ability of Noticee to adequately respond to the SCN.*

- *The Noticee No. 9 states that it was allotted 42,50,000 convertible equity warrants of Allied Computers International (Asia) Ltd. on 01st March, 2011 at the rate of Rs. 10/- per convertible equity warrant. The payment liability of Rs. 4,256,00,000 arise pursuant to the aforesaid allotment which was duly discharged by the Noticee. Noticee paid in the full the amount of Rs. 4,25,00,000 to the Noticee No. 1 Company for the Preferential Allotment. Following is the Schedule of payment made by the Noticee to the Noticee No. 1 Company:*

  i) *Noticee paid Rs. 1,06,25,000 (50,00,000 + 36,25,000 + 20,00,000) on 15.07.2010 and 16.07.2010 from its DCB Bank Account (A/c No. 00220200004497) to the Noticee No. 1 Company.*

  ii) *Noticee paid Rs. 3,18,75,000 on 22.02.2011 from its Standard Bank Account (A/c No.23105136551) to Noticee No. 1 Company.*

- *Noticee states that the receiving of funds by the Noticee No. 15 Noticee had business transactions with Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) and Noticee No. 16 (VRC Technologies Pvt. Ltd.) was pursuant to independent business transactions between the Noticee and Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) and Noticee No. 16 (VRC Technologies Pvt. Ltd.) whereby the Noticee raised some money from Noticees 15 and 16 and in exchange allotted its own shares Noticee Nos. 15 and 16, the details of which is as follows:*

  A. *Noticee received an amount of Rs. 1,87,00,000 (94,00,000 + 93,00,000) on 21.02.2011 from VRC Technologies Pvt. Ltd.*

  B. *Noticee received an amount of Rs. 1,33,00,000 (94,00,000 + 39,00,000) on 21.02.2011 from Innovation Infra-estates Pvt. Ltd.)*

  C. *Pursuant to the receipt of the funds by Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) and Noticee No. 16 (VRC Technologies Pvt. Ltd.), the Noticee on 25.11.2011 allotted 26,600 shares and 37 400 shares of Viaggio Entertainment (later known as Viaggio Traders Pvt. Ltd.) to Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) and Noticee No. 16 (VRC Technologies Pvt. Ltd.) at the rate of Rs. 10 per share + premium of Rs. 490).*

- *Noticee states that the aforesaid transaction between the Noticee and the Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) and Noticee No. 16 (VRC Technologies Pvt. Ltd.) has treated as a part of the larger scheme in the SCN. However, the Noticee states that Noticee received funds from Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) and Noticee No. 16 (VRC Technologies Pvt. Ltd.) and the Noticee* *is not privy to the fact that Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) and Noticee No. 16 (VRC Technologies Pvt. Ltd.) received some funds from other Noticees of the SCN. Noticee's connection, if any, was only with Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd. and Noticee №. 16 (VRC Technologies Pvt. Ltd.) whieh was a business transaction for consideration is was purely legal and there was nothing unlawful about the same.*

- *The Noticee states that it has been shown connected to other Noticees in the SCN namely: Parasmani Planning and Development Pvt. Ltd. (Noticee 12), Jeen Mata Commercial Pvt. Ltd. (Noticee 13), Lemongrass Investment Consultants Pvt. Ltd. (Noticee 14), Nextgen Health Solutions Pvt. Ltd. (Noticee 17), Yantra Natural Resources Pvt. Ltd. (Noticee 10) and Pranneta Industries Ltd. (Noticee 11) on the ground that they are the part of the trail of money which was given by the Noticee No. 1 company to the preferential allottees to subscribe for the preferential allotment. The Noticee states that its transaction was only with Noticee Nos. 15 (Innovation Infra-estates Pvt. Ltd.) and Noticee No. 16 (VRC Technologies Pvt. Ltd.) and the connection between the Noticee and the above-mentioned Noticees is far-fetched, remote and untenable in the eyes of the law.*

Additional Submission of Viaggio Entertainment Pvt. Ltd. vide letter dated 14/03/2022

- *The Noticee would hereby like to place on record the fact that given the inordinate delay of 10 long years in issuance of the SCN, long beyond the expiry of even the maximum document retention period prescribed under law, Noticee's ability to adequately respond to the SCN has been gravely jeopardized and Noticee cannot be called upon at this stage to respond to the SCN. On this ground alone, the SCN stands vitiated and is liable to be set aside for violation of the principles of natural justice.*
- *Further, the Noticee states that it was acquired by a new management in the year October 2018 with Mr. Malike Ustar Shabbir Husain and Mr. Mufaddal Dawood Ezzi as its new directors. It is pertinent to mention that the new management of the Noticee is unaware w.r.t. the Noticee's dealing in the scrip of Allied Computers (Asia) Ltd. in the year 2011 and in the absence of any information, the new management of the Noticee cannot say anything more than whatever is stated in the Reply dated December 21, 2021 about the allegations in the Show Cause Notice. Hereto annexed and marked as Annexure-AD-4 and AD-5 are the DIR-12 forms.*
- *The Noticee was in need of some funds and the Noticee as an independent transaction raised an amount of Rs. 1,87,00,000 on 21.02.2011 from VRC Technologies Pvt. Ltd., and the Noticee raised an amount of Rs. 1,33,00,000 on 21.02.2011 from Innovation Infraestates Pvt. Ltd. In exchange, the Noticee on 25.11.2011 allotted 26,600 shares and 37,400 shares of itself (Viaggio Traders Pvt. Ltd.) to Innovation Infra-estates Pvt.*

Ltd. and VRC Technologies Pvt. Ltd. at the rate of Rs. 10 per share + premium of Rs. 490.

- *In total, the Noticee raised an amount of Rs. 3.2 crore from Innovation Infra-estates Pvt. Ltd. and VRC Technologies Pvt. Ltd. as a part of independent transaction and allotted shares of itself worth Rs. 3.2 crore to them. Later the Noticee used the raised Rs. 3.2 crore along with 1.05 crore Rupees of its own funds and subscribed for the allotment of 42,50,000 convertible equity warrants of Allied Computers International (Asia) Ltd. on 01st March, 2011 at the rate of Rs. 10/- per convertible equity warrant and paid Rs. 4.25 crore for the same.*

h) <u>Yantra Natural Resources Limited (Noticee 10) replied vide letter dated July 14, 2022</u>

- *The allegations framed in the SCN relate to the investigation period which is from 23rd November, 2007 to 22nd September, 2012) and the SCN was issued on 08th October, 2021 i.e., after an inordinate delay of 10 years. The SCN does not provide any explanation to justify the inordinate and unconscionable delay in initiation of proceedings against the Noticee. It is respectfully submitted that the initiation Of proceedings by SEBI after such a long delay, severely prejudices the ability of Noticee to adequately respond to the SCN.*
- *The Noticee No. 10 states that it was allotted 18130000 convertible equity warrants of Allied Computers International (Asia) Ltd on 31 st March 2011 at the rate of Rs.15 (Re. 1 FV+ Rs.14 premium) /- per convertible equity warrant. The payment liability of Rs.27,19,50,OOO arise pursuant to the aforesaid allotment which was duly discharged by the Noticee 10. Noticee 10 paid in the full the amount Of Rs.27,19,50,OOO to the Noticee No. 1 for the Preferential Allotment. Following is the Schedule of payment made by the Noticee 11 to Noticee No. 1:*

  Noticee 10 paid Rs. 27,19,50,000 (75,00,000 + 3,00,00,000 + 2,50,00,000 + 3,34,00,000 + 1,75,00,000 + 3,00,00,000 + 3,00,00,000 + 5,29,00,000 + 37,00,000 + 1,00,00,000 + 1,25,00,000 + 1,94,50,000) on 21/02/2011, 22/02/2011, 23/02/2011, 24/02/2011, 26/02/2011, 28/02/2011, 4/03/2011 and 14/03/2011 to Noticee 1 ING Vysya Bank (A/c No.500011038954).
- *Noticee states that Noticee had received shares in lieu of which it paid funds to Noticee No. 17 (Nextgen Health Solutions Pvt Ltd.) , Noticee 11 (Prraneta Industries Ltd) and KPR Chemicals pursuant to independent business transaction between Noticee and Noticee 11 (Prraneta Industries Ltd), Noticee No 17 (Nextgen Health Solutions Pvt Ltd), and KPR Chemicals whereby the Noticee paid some money to Noticee no 17 and KPR Chemicals in exchange was allotted shares of Nextgen Health Solutions Pvt. Ltd. and KPR Chcmicals to Noticee. Noticee allotted shares of Newa Investment Pvt. Ltd, Maple Goods Pvt Ltd, Vision Steel Limited, Marsh Steel Trading Limited and Divjyoti Steel Limited shares to Noticee 11 the details of which is as follows:*

A. *Noticee paid an amount of Rs. 7, 75, 00,000 on 19.01.2011, 24.01.2011 and 22.02.2011 to KPR Chemicals.*

B. *Noticee paid an amount of Rs.9,87,00,000 on 22.02.2011, 24.02.2011, 25.02.2011, 26.02.2011 and 10.03.2011 to Noticee No 17 (Nextgen Health Solution Pvt Ltd)*

C. *Noticee received an amount of Rs.29,45,42,800 in February and March 2011 from Noticee 11 (Prraneta Industries Ltd)*

D. *Pursuant to the payment of the funds to Noticee No. 17 (Nextgen Health Solutions Pvt Ltd) and KPR Chemicals the Noticee on 313-2011 was allotted 98700 and 7750000 shares of Nextgen Health Solutions Pvt Ltd and KPR Chemicals respectively to Noticee at the rate of Rs. 1000 (10+990) per share and 10 per share respectively.*

Transfer of shares	***No. of shares Allotted***	***Amount received pursuant to the allotment***
Nextgen Health Solutions Pvt Ltd	*98700shares*	*9,87,00,000 Rs.*
KPR Chemicals	*7750000shares*	*7,75,00,000 Rs.*

- *Pursuant to receipt of funds by Noticee 11 (Prraneta Industries Limited) the Noticee on 31.03.2011, 14.03.2011 and 22.02.2011 respectively allotted 1,41,250, 1,20,000 1,28,750 32,685 and 1000 shares of Divyajyoti Steel Limited, Marsh Steel Trading Limited, Vision Steel Limited, Maple Goods Pvt Ltd and Newa Investments Pvt Ltd respectively.*

Transfer of shares	***No. of shares Allotted***	***Rate per share***	***Amount received pursuant to the allotment***
Divyajyoti Steel Limited		*10 +390*	*5,65,00,000*
Marsh Steel Trading Ltd		*10+390*	*4,80,00,000*
Vision Steel Limited		*10+390*	*5,15,00,000*
Maple Goods Pvt Ltd	*32,685*	*10+490*	*1,63,42,500*

Newa Investments Pvt Ltd	*1000*	*10+11990*	*1,20,00,000*

- *Noticee states that the aforesaid transaction between the Noticee and the Noticee Nos. 1 1 (Prraneta Industries Ltd), Noticee Nos. 17 (Nextgen Health Solutions Pvt Ltd) and KPR Chemicals has been treated as a part of the larger scheme in the SCN. However, the Noticee states that Noticee paid funds to Noticee Nos. 11 (Prraneta Industries Ltd), Noticee 17 (Nextgen Health Solutions Pvt Ltd) and KPR Chemicals the Noticee is not privy to the fact that Noticee received some funds from other Noticees of the SCN. Noticee's connection, if any, was only with Noticee Nos. 11 (Prraneta Industries Ltd.), Noticee 17 (Nextgen Health Solutions Pvt Ltd) and KPR Chemicals which was a business transaction for consideration and was purely legal and there was nothing unlawful about the same.*
- *The Noticee states that it has been shown connected to other Noticees in the SCN namely: Noticee 1 1 (Parasmani Planning and Development Pvt Ltd. on the ground that they are the part of the trail of money which was given by the Noticee No. 1 company to the preferential allottees to subscribe for the preferential allotment. The Noticee states that its transaction was only with Noticee Nos. 11 (Prraneta Industries Limited.), Noticee 17 (Nextgen Health Solution Pvt Ltd) and KPR Chemicals the connection between the Noticee and the abovementioned Noticee 11, Noticee 17 and KPR Chemicals is far-fetched, remote and untenable in the eyes of the Law.*

i) <u>Prraneta Industries Ltd. (now Aadhar Ventures India Limited) (Noticee 11) replied vide letter dated July 18, 2022</u>

- *The allegations framed in the SCN relate to the investigation period which is from 23rd November, 2007 to 22nd September, 2012) and the SCN was issued on 08th October, 2021 i.e., after an inordinate delay of 10 years. The SCN does not provide any explanation to justify the inordinate and unconscionable delay in initiation of proceedings against the Noticee. It is respectfully submitted that the initiation of proceedings by SEBI after such a long delay, severely prejudices the ability of Noticee to adequately respond to the SCN.*
- *Noticee states that Noticee had received funds from Noticee No. 10 (Yantra Natural Resources Limited.) pursuant to independent business transactions between the Noticee and Noticee No. 10 (Yantra Natural Resources Limited.) whereby the Noticee paid some money to Noticee 14 and Noticee 17 and in exchange was allotted shares the details of which is as follows :*

    A. *Noticee received an amount of Rs. 13,85,42,500 in January and February from Noticee No. 10 (Yantra Natural Resources Ltd,)*

B. *Noticee paid an amount of Rs. on 6,47,50,000 in February 2011 to Noticee No. 17 (Nextgen Health Solutions Pvt Ltd.)*

C. *Noticee paid an amount of Rs. 5,74,50,000 in February 2011 to Noticee No. 14 (Lemongrass Investment Consult Pvt Ltd.)*

- *Pursuant to the payment of the funds to Noticee NOS. 14 (Lemongrass Investment Consultant Pvt Ltd.) and Noticee No. 17 (Nextgen Health Solutions Pvt Ltd) the Noticee on 31/03/2011 was allotted 57450 shares and 64750 shares of Lemongrass Investment Consultant Pvt Ltd and Nextgen Health Solutions Pvt Ltd respectively at the rate of Rs. 1000 per share.*

Preferential Allotment made by	***No. of shares Allotted***	***Amount received pursuant to the allotment***
Lemongrass Investment Consultant Pvt. Ltd.	*57450 shares*	*5,74,50,000 Rs.*
Nextgen Health Solutions Pvt Ltd.	*64750 shares*	*6,47,50,000 Rs.*

- *Noticee states that the aforesaid transaction between the Noticee and the Noticee Nos. 14 (Lemongrass Investment Consultant Pvt Ltd.) and Noticee No. 17 (Nextgen Health Solutions Pvt Ltd.) has been treated as a part of the larger scheme in the SCN. However, the Noticee states that Noticee paid funds to Noticee Nos. 14 (Lemongrass Investment Consultant Pvt Ltd.) and Noticee No. 17 (Nextgen Health Solutions Pvt Ltd.) and the Noticee is not privy to the fact that Noticee Nos. 14 (Lemongrass Investment Consultant Pvt Ltd.) and Noticee No. 17 (Nextgen Health Solutions Pvt Ltd.) received some funds from other Noticees of the SCN. Noticee's connection, if any, was only with Noticee Nos. 14 (Lemongrass Investment Consultant Pvt Ltd.) and Noticee No. 17 (Nextgen Health Solutions Pvt Ltd.) which was a business transaction for consideration and was purely legal and there was nothing unlawful about the same.*
- *The Noticee states that it has been shown as a conduit to other Noticees in the SCN namely: Samjhauta Mercantile Pvt Ltd., Sanmay Trading Pvt Ltd. (Noticee No 3), Eneror Commotrade Pvt Ltd. (Noticee No .4), Trend Commercials Pvt Ltd. (Noticee No 5), Agrata Real Estate Pvt Ltd (Noticee No.6), Rosewood Vintrade 7) Meritorious Realty Pvt Ltd, Jabeen Tradelink Pvt Ltd (Noticee No. 8) and Viaggio Entertainment*

Pvt Ltd (Noticee No.9) on the ground that they are the part of the trail of money which was given by the Noticee No. 1 company to the preferential allottees to subscribe for the preferential allotment. The Noticee states that its transaction was only with Noticee Nos. 14 (Lemongrass Investment Consultant Pvt Ltd.) and Noticee No. 17 (Innovation Infraestates Pvt Ltd.) and the connection between the Noticee and the above-mentioned Noticees is far-fetched, remote and untenable in the eyes of the Law.

j) <u>Parasmani Planning and Development Pvt. Ltd. (Noticee 14) replied vide letter dated December 18, 2021</u>

- *That, the Noticee is not any way related/ connected to Allied Computers or its promoter/Managing Director, or to the alleged preferential allottees. The SCN also does not mention any such connection, let alone giving evidence of any such allegation.*
- *That, the Noticee has had no connection whatsoever with the said preferential allotment of convertible equity warrants by Allied Computers to the said allottees.*
- *That, the funds received/ paid by the Noticee from/ to other companies are on account of investment/ application money for issue/ purchase of share capital, which has nothing to do with the alleged preferential allotment of convertible equity warrants by Allied Computers.*
- *That, the transactions carried out by the Noticee are genuine and bona fide and conducted in the normal course of its business. As such, the allegation of the Noticee being a "conduit" are prima facie baseless and preposterous.*

k) <u>Jeenmata Commercial Pvt. Ltd. (Noticee 15) replied vide letter dated December 3, 2021</u>

- *That, the impugned transactions are more than ten (10) years old and records for the same are not readily available. The Noticee has never received any alert/ objection from Allied Computers/ alleged preferential allottees/ SEBI with regard to the transactions in the intervening period prior to December 2020. Therefore, it is utterly surprising that SEBI has chosen to issue the SCN after such a long lapse of time. It may be noted that any enquiry into the matter or action against the Noticee at this stage would be heavily time barred and thus, liable to be set aside on the ground of delay and laches, which are well recognized legal principles.*
- *The Noticee had no connection whatsoever with the said preferential allotment of convertible equity warrants by Allied Computers to the said allottees.*
- *That the funds received/ paid by the Noticee from/ to other companies are on account of investment/ application manoey for issue/ purchase of share capital, which has*

nothing to do with the alleged preferential allotment of convertible equity warrants by Allied Computers.

- *The transactions carried out by the Noticee are genuine and bona fide and conducted in the normal course of its business. As such, the allegation of the Noticee being a "conduit" are prima facie baseless and preposterous.*

<u>Additional Submission by Jeenmata Commercial Pvt. Ltd. replied vide email dated April 30, 2022</u>

- *During the FY 2010-2011, Jeenmata had received Rupees 7,66,00,000 and Rupees 8,15,00,000 respectively from Lemongrass Investment Consultants Pvt. Ltd. ("Lemongrass") and Nextgen Health Solutions Pvt. Ltd ("Nextgen")towards share application money against which it had allotted equity shares numbering 76,600 and 81,500 to Lemongrass and Nextgen respectively on 31.03.2011.*
- *Further, in FY 2010-2011, Jeenmata, out of its surplus funds, applied for 98,300 equity shares of Innovation Infraestates Pvt. Ltd ("Innovation") for Rs. 9,83,00,000 and 95,200 equity shares of VRC Technology Pvt. Ltd ("VRC") for Rs. 9,52,00,000.*
- *Subsequently, on March 25, 2014 (FY 2013-2014), 5,12,100 equity shares(comprising 99.98%of total paid-up share capital) of Jeenmata were purchased by Anirdesh Projects Limited ("Anirdesh") and as such Anirdesh became the holding company of Jeenmata. Later, on October 13, 2014 (FY 2014-2015), the shares of Anirdesh were purchased by Beriwala Family, and consequently, the ownership of Jeenmata which was held by Anirdesh was passed on to BeriwaJa Family.*
- *It is pertinent to mention that, after the acquisition of ownership of Jeenmata by the new management in FY 2014-15, the earlier share allotments/ investments of Jeenmata bav been completely liquidated with effect from FY 2014 -15. As such, the current management has nothing to do with the earlier share allotments/ investments undertaken by Jeenmata in FY 2010-11.*
- *The impugned transactions are about eleven (11) years old and records for the same are not readily available. The Noticee has never received any alert/ objection from Allied Computers/ alleged preferential allottees/ SEBI with regard to the said transactions in the intervening period prior to December 2020. Therefore, it is utterly surprising that SEBI has chosen to issue the SCN after such long lapse of time. It may be noted that any enquiry into the matter or action against the Noticee at this stage would be heavily time-barred and thus, liable to be set aside on the ground of delay and laches, which are wel1 recognised legal principles.*
- *Further, as mentioned in Para 4.2 and 4.3 (supra), the amounts received I paid by Jeenmata are clearly on account of share application money as part of its normal business as a fmance company. The same is supported by complete documentary evidence including bank details, share applications, share allotments, share*

certificates and Balance Sheets. The said share - holdings have also been duly reported in Form 2 etc. under the Companies Act from time to time. Therefore, the Noticee has nothing to do with the alleged funding of the preferential allottees of Allied Computers by the said company and its promoter I Managing Director. Moreover, the Noticee has had ·no connection whatsoever with either Allied Computers or its promoter/ Managing Director on one hand and the alleged preferential allottees on the other. Accordingly, it is strongly denied that the Noticee ever acted as a "conduit" for funding of the preferential allottees. Hence, the charges, if any, against the Noticee under the PFUTP Regulations are completely baseless and arbitrary and need to be dropped forthwith.

- *That, the funds received/ paid by the Noticee from/ to other companies are on account of investment/ application money for issue/ purchase of share capital, which has nothing to do with the alleged preferential allotment of convertible equity warrants by Allied Computers.*
- *That, the transactions carried out by the Noticee are gene and bona fide and conducted in the normal course of its business. As such, the allegation of the Noticee being a "conduit" are prima facie baseless, arbitray and preposterous.*

l) <u>Lemongrass Investment Consultants Pvt. Ltd. (Noticee 18) replied vide letter dated December 18, 2021</u>

- *That, the impugned transactions are more than ten (10) years old and records for the same are not readily available. The Noticee has never received any alert/ objection from Allied Computers/ alleged preferential allottees/ SEBI with regard to the said transactions in the intervening period prior to December 2020. Therefore, it is utterly surprising that SEBI has chosen to issue the SCN after such a long lapse of time. It may be noted that any enquiry into the matter or action against the Noticee at this stage would be heavily time barred and thus, liable to be set aside on the ground of delay and laches, which are well recognised legal principles.*
- *That, the Noticee is not any way related/ connected to Allied Computers or its promoter/Managing Director, or to the alleged preferential allottees. The SCN also does not mention any such connection, let alone giving evidence of any such allegation.*
- *That, the Noticee has had no connection whatsoever with the said preferential allotment of convertible equity warrants by Allied Computers to the said allottees.*
- *That, the funds received/ paid by the Noticee from/ to other companies are on account of investment/ application money for issue/ purchase of share capital, which has nothing to do with the alleged preferential allotment of convertible equity warrants by Allied Computers.*
- *That, the transactions carried out by the Noticee are genuine and bona fide and conducted in the normal course of its business. As such, the allegation of the Noticee being a "conduit" are prima facie baseless and preposterous.*

m) ***Nextgen Health Solutions Pvt. Ltd. (Noticee 19) replied vide letter dated December 17, 2021***

- *That, the impugned transactions are more than ten (10) years old and records for the same are not readily available. The Noticee has never received any alert/ objection from Allied Computers/ alleged preferential allottees/ SEBI with regard to the said transactions in the intervening period prior to December 2020. Therefore, it is utterly surprising that SEBI has chosen to issue the SCN after such a long lapse of time. It may be noted that any enquiry into the matter or action against the Noticee at this stage would be heavily time barred and thus, liable to be set aside on the ground of delay and laches, which are well recognised legal principles.*
- *That, the Noticee is not any way related/ connected to Allied Computers or. its promoter/Managing Director, or to the alleged preferential allot-tees. The SCN also does not mention any such connection, let alone giving evidence of any such allegation.*
- *That, the Noticee has had no connection whatsoever with the said preferential allotment of convertible equity warrants by Allied Computers to the said allottees.*
- *That, the funds received/ paid by the Noticee from/ to other companies are on account of investment] application money for issue/ purchase of share capital, which has nothing to do with the alleged preferential allotment of convertible equity warrants by Allied Computers.*
- *That, the transactions carried out by the Noticee are genuine and bona fide and conducted in the normal course of its business. As such, the allegation of the Noticee being a "conduit" are prima facie baseless and preposterous.*

n) ***Innovation Infraestates Private Limited (Noticee 20) replied vide letter dated June 2, 2022***

- *The Noticee submits that the alleged violation of SEBI Act, Rules and Regulations took place way back in 2007 – 2011 whereas the SCN has been issued after 9-14 year later from the date of alleged violations. The Noticee further submits that although under the SEBI Act, there is no mention about limitation period for starting the Adjudication Proceeding, the Hon'ble SAT and Hon'ble Supreme Court of India in catena of cases has held that whenever in a Statute, limitation period is not mentioned, the proceeding should be initiated within a reasonable period of time. The reasonable period depends on fact and circumstances of each case. The Noticee further submits that SEBI has not been clothed with blanket powers to initiate proceedings at any time. The proceedings should be initiated within a reasonable time.*
- *In the present matter, the details and information pertains to the year 2007-2011. SEBI has not provided complete material which SEBI has collected during the course of investigation and relied while issuing the SCN. For example, 2 bank statements of the*

Company have been provided. However, both these statements does not disclose various payment received from Preferential Allottees. Thus, the relevant information / documents have not been provided to the Noticee. On this ground alone the present SCN qua the Noticee is liable to be dropped.

- *The Noticee submits that the Noticee herein does not fall under the purview of the SEBI Act, Rules and Regulations as neither the Noticee herein had traded in the scrip of Allied nor the Noticee herein was the Preferential Allottee. The present SCN issued to the Noticee herein is based on assumptions, presumptions, surmises and conjectures.*
- *The Noticee submits that since the matter belongs to year 2007-2011, the Noticee does not have papers, record and documents of the said period which are even not statuary required to be maintained, no meaningful and effective reply can be filed to deal with allegation made in the SCN qua the Noticee.*
- *The Noticee is also handicapped as it cannot deal with the alleged transactions and how it have taken place and in which context the funds were used. One more reason for Noticee's inability to deal with the SCN as the management of the Noticee had also undergone change. The person who might have conversant with the alleged transaction are no more associated with the Company.*
- *It is very surprising to note that one of the Preferential Allottee namely M/s Samjhuta Mercantile Private Limited has been given clean chit whereas the said preferential allottee had executed transaction in same fashion as Noticee Nos. 3 to 9. Since, M/s Samjhuta Mercantile Private Limited has completely exonerated and even SEBI has not issued any Administrative Warning to the said entity, how the Noticee which is not Preferential Allottee can be held liable for alleged violation of SEBI Act, Rules and Regulations.*

Further Reply dated June 8, 2022

- *During the course of personal hearing on 06/06/2022, the ARs of the Noticee reiterated that the present proceedings are liable to be dropped on the ground of abnormal delay and latched of about 10 years in initiation of present Adjudication proceedings and Noticee is not having in its possession any records, documents, books of accounts for the relevant financial year 2010-11.*

- *The ARs of the Noticee further brought to your kind attention that copy of the undated Investigation Report provided to the Noticee is indecipherable and there are gaps in between the paras which are left blank.*
- *Without prejudice to the aforesaid submissions, the Noticee submits that SEBI (PFUTP) regulations are not applicable to the case of the Noticee as the Noticee has not dealt in the Securities of Allied Computers International (Asia) Limited directly or indirectly. Hence, Noticee's case does not fall under the preview of SEBI Act, Rules and regulations.*

o) VRC Technology Pvt. Ltd. (Noticee 21) replied vide email dated December 20, 2021

- *That, the impugned transactions are more than ten (10) years old and records for the same are not readily available. The Noticee has never received any alert/ objection from Allied Computers/ alleged preferential allottees/ SEBI with regard to the said transactions in the intervening period prior to December 2020. Therefore, it is utterly surprising that SEBI has chosen to issue the SCN after such a long lapse of time. It may be noted that any enquiry into the matter or action against the Noticee at this stage would be heavily time barred and thus, liable to be set aside on the ground of delay and laches, which are well recognised legal principles.*
- *That, the Noticee is not any way related/ connected to Allied Computers or its promoter/Managing Director, or to the alleged preferential allottees. The SCN also does not mention any such connection, let alone giving evidence of any such allegation.*
- *That, the Noticee has had no connection whatsoever with the said preferential allotment of convertible equity warrants by Allied Computers to the said allottees.*
- *That, the funds received/ paid by the Noticee from/ to other companies are on account of investment/ application money for issue/ purchase of share capital, which has nothing to do with the alleged preferential allotment of convertible equity warrants by Allied Computers.*
- *That, the transactions carried out by the Noticee are genuine and bona fide and conducted in the normal course of its business. As such, the allegation of the Noticee being a "conduit" are prima facie baseless and preposterous.*

7. In the interest of natural, the Noticees were given opportunities of personal hearing before the undersigned through WEBEX platform. Although more than one opportunity of personal hearing was given to all the Noticees, only the following Noticees appeared before the undersigned and reiterated the submissions made vide their replies.

Sl. No.	**Noticee**	**Date of personal hearing**
i	Innovation	June 6, 2022
ii	Viaggio	March 4, 2022
iii	Parasmani	February 16, 2022

iv	Sanmay	July 20, 2022
v	Trend	March 4, 2022
vi	Jeenmata	February 16, 2022
vii	Lemongrass	February 17, 2022
viii	VRC	February 17, 2022

CONSIDERATION OF ISSUES AND FINDINGS

8. The issues that arise for consideration in the instant matter are:
   (a) Whether the Noticees have violated section 12A (a), (b), (c) of SEBI Act read with regulation 3(a), (b), (c), (d) and 4(1) of PFUTP Regulations;
   (b) Do the violations, if any, on the part of the Noticees attract monetary penalty under Section 15HA of SEBI Act?; and,
   (c) If so, what would be the quantum of monetary penalty that can be imposed on the Noticee after taking into consideration the factors mentioned in Section 15J of the SEBI Act?

9. The relevant provisions of section 12 A(a),(b),(c) of SEBI Act read with regulation 3(a),(b),(c),(d) & 4(1) of PFUTP Regulations, allegedly violated by the Noticees is mentioned hereunder:

   SEBI Act

   PROHIBITION OF MANIPULATIVE AND DECEPTIVE DEVICES, INSIDER TRADING AND SUBSTANTIAL ACQUISITION OF SECURITIES OR CONTROL

   Prohibition of manipulative and deceptive devices, insider trading and substantial acquisition of securities or control.

   12A. *No person shall directly or indirectly—*

   (a) *use or employ, in connection with the issue, purchase or sale of any securities listed or proposed to be listed on a recognized stock exchange, any manipulative or* *deceptive device or contrivance in contravention of the provisions of this Act or the rules or the regulations made thereunder;*

(b) *employ any device, scheme or artifice to defraud in connection with issue or dealing in securities which are listed or proposed to be listed on a recognised stock exchange;*

(c) *engage in any act, practice, course of business which operates or would operate as fraud or deceit upon any person, in connection with the issue, dealing in securities which are listed or proposed to be listed on a recognised stock exchange, in contravention of the provisions of this Act or the rules or the regulations made thereunder;*

SEBI (PFUTP) Regulations, 2003

3. Prohibition of certain dealings in securities

No person shall directly or indirectly—

(a) buy, sell or otherwise deal in securities in a fraudulent manner;

(b) *use or employ, in connection with issue, purchase or sale of any security listed or proposed to be listed in a recognized stock exchange, any manipulative or deceptive device or contrivance in contravention of the provisions of the Act or the rules or the regulations made there under;*

(c) *employ any device, scheme or artifice to defraud in connection with dealing in or issue of securities which are listed or proposed to be listed on a recognized stock exchange;*

(d) *engage in any act, practice, course of business which operates or would operate as fraud or deceit upon any person in connection with any dealing in or issue of securities which are listed or proposed to be listed on a recognized stock exchange in contravention of the provisions of the Act or the rules and the regulations made there under.*

4. Prohibition of manipulative, fraudulent and unfair trade practices

(1) Without prejudice to the provisions of regulation 3, no person shall indulge in a manipulative, fraudulent or an unfair trade practice in securities markets.

FINDINGS

10. I have gone through the submissions made by the Noticee and the other material on record and I now proceed to deal with the same. Before going into the merits, I

would like to first deal with the preliminary objection raised by the Noticees with regard to delay in initiation of proceedings. It is observed that the Noticees have submitted that there was no justification given for the initiation of proceedings by SEBI though the IP is from November 23, 2007 to September 22, 2012. The matter involved detailed analysis of bank accounts and other evidences of numerous entities. From the documents available on record, I find that the investigation in the matter was completed on February 23, 2021. After completion of investigation, Adjudicating Officer, Shri Prasanta Mahapatra was appointed on March 26, 2021. Subsequently, the matter was reassigned to the undersigned on September 13, 2021. Subsequently, SCN dated October 8, 2021 was issued to the Noticees. Therefore, I do not find that there is unjustifiable delay in the matter. Now I proceed to deal with the case on merits.

ISSUE I. Whether the Noticees have violated section 12A (a), (b), (c) of SEBI Act read with regulation 3(a), (b), (c), (d) and 4(1) of PFUTP Regulations?

11. The company had allotted 8,92,05,000 convertible equity warrants (20 allottees) on March 01, 2011 and 1,07,95,000 convertible equity warrants (3 allottees) on March 24, 2011 on preferential basis, which was subsequently, converted into shares (issue price of Rs.10/- per share) and issued to the allottees for a consideration of Rs. 100 crore.

12. It is alleged in the SCN that the Company/ Noticee 1 along with Noticee 2 (promoter/Managing Director) had funded Rs. 30.03 crore to the alleged preferential allottees, i.e., Noticees 3-9 indirectly through conduits (Noticees 10 to 22), for subscription of its own preferential allotment thereby allegedly violating section 12 A(a),(b),(c) of SEBI Act read with regulation 3(a),(b),(c),(d) & 4(1) of PFUTP Regulations.

13. 10 preferential allottees (i.e. Samjhauta Mercantile Pvt Ltd., Akansha Media & Entertainment Private Limited, Sanmay, Energy, Trend, Agrata, Rosewood, Meritorious Realty Pvt Ltd., Jabeen and Viaggio) have received funds from ACIL directly/indirectly in connection with the subscriptions of preferential allotment through the conduits i.e. Yantra, Prraneta, Urjita, Printage, Parasmani, Jeenmata,

Paritosh, Bhuvaneshwari, Lemongrass, Nextgen, Innovation, VRC and Arrow who facilitated the company in funding the preferential alottees (Samjhauta Mercantile Pvt. Ltd., Akansha Media & Entertainment Private Limited, Meritorious Realty Pvt. Ltd. and KPR Chemicals were already struck off/under CIRP and the directors of the companies were not reachable. Hence, no charge could be made and no SCN was issued to them.

14. The details of shares allotted to the Noticees who are preferential allottees along with the amount received from them by the company is given below:

S.No	Name of Proposed Allottee	PAN	No. of shares allotted on		Bank Name	Bank A/c No.	Total amount received from allottee(in Rs.)
			March 01, 2011	March 24, 2011			
1.	M/s Sanmay Trading Pvt. Ltd.	AANCS8490A	49,75,000	-	ING Vysya Bank	550011033900	4,97,50,000
2.	M/s Energy Commotrade Pvt. Ltd.	AABCE9136D	40,00,000	-	HDFC Bank	00080340033604	1,00,00,000
					Dena Bank	066611021240	3,00,00,000
3.	M/s Trend Commosales Pvt. Ltd.	AADCT1329B	45,00,000	-	HDFC Bank	00080340033501	1,12,50,000
					Dena Bank	066611021242	3,37,50,000
4.	M/s Agrata Real Estate Pvt. Ltd.	AAHCA2834J	46,75,000	-	Indusind Bank	0001-CD0490-060	4,67,50,000
5.	M/s Rosewood Vintrade Pvt. Ltd.	AAECR2815D	31,05,000	17,95,000	HDFC Bank	00080340032983	2,92,50,000
					Indusind Bank	0006560160050	1,97,50,000
6.	M/s Jabeen Tradelink Pvt. Ltd.	AACCJ2408A	48,25,000	-	HDFC Bank	00602000043872	4,80,62,500
					Standard Chartered Bank	23105139089	1,87,500
7.	M/s Viaggio Entertainment Pvt. Ltd.	AACCV0634L	42,50,000	-	DCB Bank	00220200004497	1,06,25,000
					Standard Chartered Bank	23105136551	3,18,75,000

15. From the IR, it is observed that the preferential allottees have received funds from the following entities:

Sl. No.	Preferential Allottee	Funds Received from
1.	Sanmay	Newedge Vinimay Pvt. Ltd.
		Vedant Commodeal Pvt. Ltd.
		VRC (Noticee 21)

		Accurate Multitrade
		Innovation (Noticee 20)
		Unicon Tie-up Pvt. Ltd.
		Uniglory Developers Pvt. Ltd.
2.	Energy	Innovation (Noticee 20)
		Newedge Vinimay Pvt. Ltd.
		Unicon Tie-up Pvt. Ltd.
		Vedant Commodeal Pvt. Ltd.
3.	Trend	Innovation (Noticee 20)
		Newedge Vinimay Pvt. Ltd.
		Unicon Tie-up Pvt. Ltd.
		Vedant Commodeal Pvt. Ltd.
		VRC (Noticee 21)
4.	Agrata	Newedge Vinimay Pvt. Ltd.
		Uniglory Developers Pvt. Ltd.
		Vedant Commodeal Pvt. Ltd.
		VRC (Noticee 21)
5.	Rosewood	Innovation (Noticee 20)
		Newedge Vinimay Pvt. Ltd.
		Unicon Tie-up Pvt. Ltd.

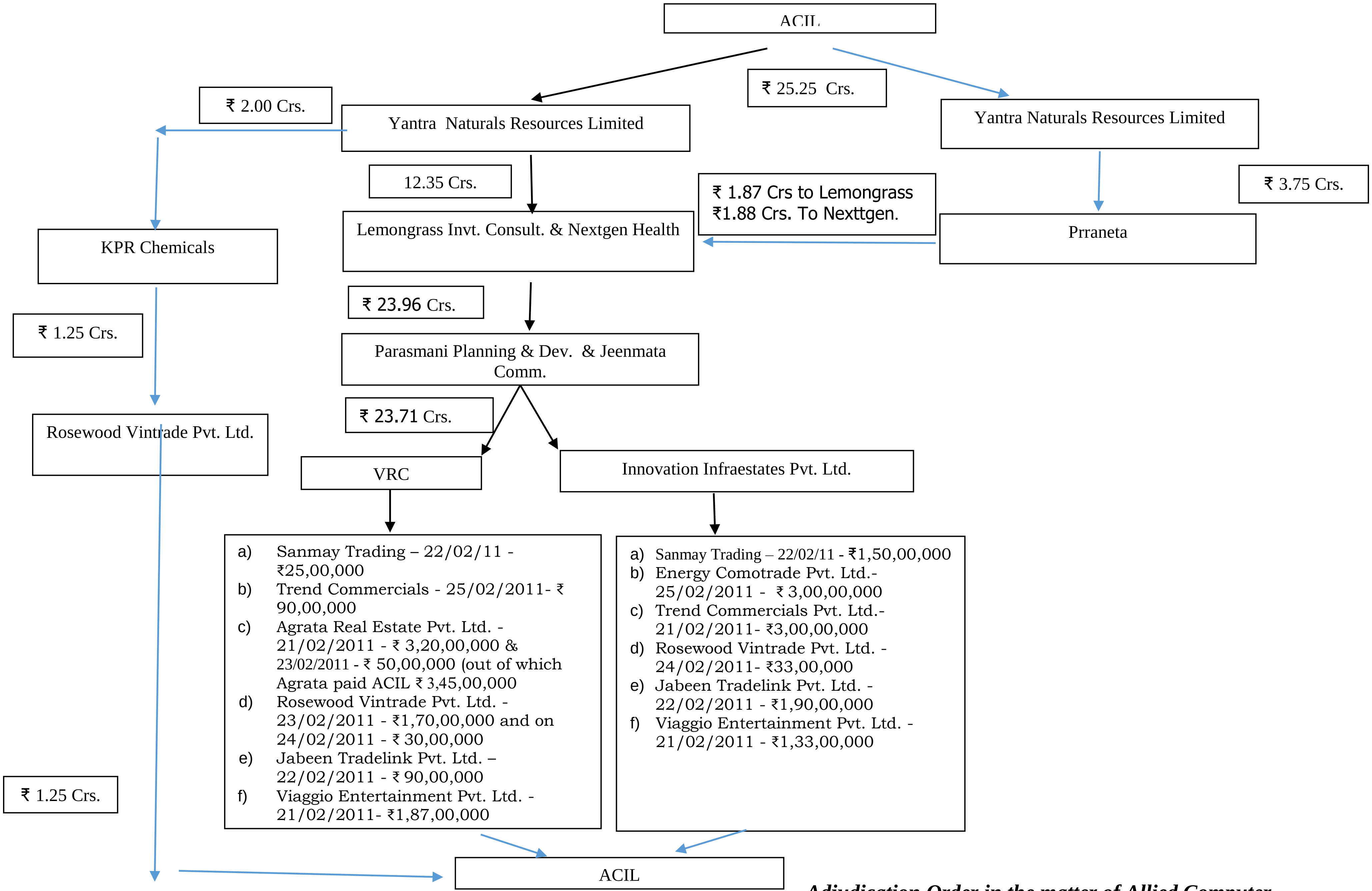
		Vedant Commodeal Pvt. Ltd.
		VRC (Noticee 21)
		K P R Chemicals
		Radford Real estate
6.	Jabeen	Innovation (Noticee 20)
		Newedge Vinimay Pvt. Ltd.
		Printage (Noticee 13)
		Unicon Tie-up Pvt. Ltd.
		Vedant Commodeal Pvt. Ltd.
		VRC (Noticee 21)
7.	Viaggio	Dhanterash suppliers Private limited
		Innovation (Noticee 20)
		Unicon Tie-up Pvt. Ltd.
		VRC (Noticee 21)

16. The details of funds received from Innovation and VRC by preferential allottees as stated in their reply are as under:

Sl. No.	**Noticee**	**Funds received from**	**Amount (in Rs.)**
1.	Sanmay	Innovation	1,50,00,000
		VRC	25,00,000
2.	Energy	Innovation	3,00,00,000

3.	Trend	Innovation	9,60,00,000
		VRC	8,94,00,000
		Parasamani	4,37,00,000
4.	Agrata	VRC	3,70,00,000
		Innovation	5,00,000
5.	Rosewood	Innovation	33,00,000
		VRC	2,00,00,000
		KPR Chemicals	1,25,00,000
6.	Jabeen	Innovation	19,00,000
7.	Viaggio	VRC	1,87,00,000
		Innovation	1,33,00,000

17. On analysis of the bank accounts of the Noticees, it was observed that the funds were transferred by Noticee 1 to the preferential allottees through other Noticees which finally was paid for the preferential allotment to Noticee 1. The same is given in chart below:



ACIL
₹ 25.25 Crs.
₹ 2.00 Crs.
Yantra Naturals Resources Limited
Yantra Naturals Resources Limited
12.35 Crs.
₹ 3.75 Crs.
₹ 1.87 Crs to Lemongrass
₹1.88 Crs. To Nexttgen.
KPR Chemicals
Lemongrass Invt. Consult. & Nextgen Health
Prraneta
₹ 23.96 Crs.
₹ 1.25 Crs.
Parasmani Planning & Dev. & Jeenmata Comm.
₹ 23.71 Crs.
Rosewood Vintrade Pvt. Ltd.
VRC
Innovation Infraestates Pvt. Ltd.
a) Sanmay Trading – 22/02/11 - ₹25,00,000
b) Trend Commercials - 25/02/2011- ₹ 90,00,000
c) Agrata Real Estate Pvt. Ltd. - 21/02/2011 - ₹ 3,20,00,000 & 23/02/2011 - ₹ 50,00,000 (out of which Agrata paid ACIL ₹ 3,45,00,000
d) Rosewood Vintrade Pvt. Ltd. - 23/02/2011 - ₹1,70,00,000 and on 24/02/2011 - ₹ 30,00,000
e) Jabeen Tradelink Pvt. Ltd. – 22/02/2011 - ₹ 90,00,000
f) Viaggio Entertainment Pvt. Ltd. - 21/02/2011- ₹1,87,00,000
a) Sanmay Trading – 22/02/11 - ₹1,50,00,000
b) Energy Comotrade Pvt. Ltd.- 25/02/2011 - ₹ 3,00,00,000
c) Trend Commercials Pvt. Ltd.- 21/02/2011- ₹3,00,00,000
d) Rosewood Vintrade Pvt. Ltd. - 24/02/2011- ₹33,00,000
e) Jabeen Tradelink Pvt. Ltd. - 22/02/2011 - ₹1,90,00,000
f) Viaggio Entertainment Pvt. Ltd. - 21/02/2011 - ₹1,33,00,000
₹ 1.25 Crs.
ACIL

18. It is observed that Noticee 1 had transferred Rs. 25.25 crore to Noticees (Noticee 1 transferred total of Rs. 30.03 crore) to Yantra, who then transferred to KPR Chemicals, Lemongrass and Prraneta. Prraneta further transferred funds to Lemongrass and Nextgen. KPR Chemicals transferred to Rosewood, a preferential allotte. Lemongrass also transferred funds to Parasmani who then further transferred to VRC and Innovation. VRC and Innovation transferred the amount to the preferential allottees i.e. Noticees 3 to 9 who then paid Noticee 1 for preferential allotment of shares.

19. With respect to Urjita (Noticee 12), Printage (Noticee 13), Paritosh (Noticee 16), Bhuvaneshwari (Noticee 17) and Arrow (Noticee 22), from the material available on record, I find that there is no evidence of funding the preferential allottees. Hence the charges of violation of section 12 A(a),(b),(c) of SEBI Act read with regulation 3(a),(b),(c),(d) & 4(1) of PFUTP Regulations by them does not stand established.

20. From the replies of the Noticees who acted as conduits, i.e., Noticees 10, 11, 14, 18, 19, 20 and 21 it is observed that they could not give any justification why they transferred funds apart from submitting that it was investment/ application money for issue of shares. However, no evidence supporting it was submitted during the hearing or subsequently. Further Yantra (Noticee 10) did not give any reason why the company had transferred more than Rs. 25 crore to it.

21. It was further observed that Jeenmata (Noticee 15) had submitted that it had allotted its own shares to Lemongrass (Noticee 18) and Nextgen (Noticee 19) in exchange of money that it had received from them. For allotment of shares Form 2 alongwith list of allotees are required to be filed with MCA and this document is considered authenticated document showing allotment of shares by any Company. Jeenmata had also submitted a copy of Form 2 that it had filed with Ministry of Corporate Affairs (MCA) subsequent to the allotment of shares in support of its submission. However, I note that no attachment is there showing the list of the allotees. In absence of the information in Form 2 showing whom the allotment has been it cannot be conclusively established that Jeenmata had allotted shares to Lemongrass and Nextgen in exchange of the amount transferred by them. Further

Noticee 18 and Noticee 19 in their reply did not mention that they had received shares from Jeenmata in lieu of the money paid by them.

22. The preferential allottees i.e. Noticees 3 to 9 submitted that they had received funds from the other Noticees pursuant to independent business transactions whereby they raised money and in exchange allotted shares to them. In support of their submission, Noticees 3, 4, 5, 6, 7 and 9 submitted copy of the allotment list and Form 2 or Form PAS-3 filed by the respective Noticees to the Ministry to Corporate Affairs (hereinafter referred to as "**MCA**"). However, Noticee 8 (Jabeen) did not submit copy of Form 2 or Form PAS-3 filed with MCA or any evidence in support of its submission for allotment of shares.

23. From the documents on record, I find that Noticees 3, 4, 5, 6, 7 and 9 received funds from Innovation and VRC among others and in exchange allotted its own shares to them. The details of the said allotment were also filed with the MCA. In view of the above, I am inclined to give benefit of doubt to Noticees 3, 4, 5, 6, 7 and 9 and accept their submission. Therefore, the allegation of violation of section 12 A(a),(b),(c) of SEBI Act read with regulation 3(a),(b),(c),(d) & 4(1) of PFUTP Regulations by Sanmay (Noticee 3), Energy (Noticee 4), Trend (Noticee 5), Agrata (Noticee 6), Rosewood (Noticee 7) and Viaggio (Noticee 9) does not stand established.

24. Jabeen (Noticee 8) had transferred Rs. 2,80,00,000 to Noticee 1 for the preferential allotment of shares which it had received from Noticees 20 and 21 who in turn had received the amount from Noticee 1 through Noticees 14, 15, 18, 19, 11 and 10.

25. During preferential allotment of shares, shares are issued to existing shareholders to infuse further capital in the company. Capital infusion is essential for strengthening a company's financial fundamentals. However, in the present case, when a company transfers funds to preferential allottees through other entities, it misleads the investors. Though there is nothing on record to show that the preferential allotment was completely funded by the company (Noticee 1), it is clear from the preceeding paragraphs that part of the fund (Rs. 2,80,00,000) which Jabeen transferred to the company in regard to allotment of shares (total paid Rs. 4,82,50,000) was funded by Noticee 1. Noticee 2, being the Managing Director of

the company is responsible for the action of the company. The company used the other Noticees as conduits to channel its fund to Jabeen so that part of the preferential allotment could be funded by the company. Noticees 10, 11, 14, 15, 18, 19, 20 and 21 could not give complete documentary proof which would justify their submission as to why they transferred funds apart from submitting that it was investment/ application money for issue of shares. Further, no evidence supporting it was submitted during the hearing.

26. Further, I note that during investigation, summons was issued to Noticee 1 asking for the reason for transfer of funds to the preferential allottees. However, Noticee 1 did not provide the information. Consequently, order dated July 14, 2022 was passed against Noticee 1 for non-compliance of summons. Although the SCN was delivered through news paper publication to the company (Allied/ Noticee 1) and Managing Director (Hirji Kanji Patel/ Noticee 2), they neither submitted any reply nor appeared before the undersigned for personal hearing. Therefore, in the absence of reply from the aforesaid Noticees and their failure to make personal appearance, I am inclined to presume that the Noticees have nothing to offer in their defence and have admitted to the allegations levelled against them in the SCN. In this context, Hon'ble SAT in the matter of Sanjay Kumar Tayal vs SEBI, vide Order dated February 11, 2014 held that "*appellants have neither filed reply to show cause notices issued to them nor availed opportunity of personal hearing offered to them in the adjudication proceedings and, therefore, appellants are presumed to have admitted to the charges levelled against them in the show cause notice*".

27. In view of the above, I find that the allegation of violation of section 12A (a), (b), (c) of SEBI Act read with regulation 3(a), (b), (c), (d) and 4(1) of PFUTP Regulations stands established in respect of Allied (Noticee 1), Hirji (Noticee 2), Jabeen (Noticee 8), Yantra (Noticee 10), Prraneta (Noticee 11), Parasmani (Noticee 14), Jeenmata (Noticee 15), Lemongrass (Noticee 18), Nextgen (Noticee 19), Innovation (Noticee 20) and VRC (Noticee 21).

ISSUE II. Do the violations, if any, on the part of the Noticees attract monetary penalty under Section 15HA of SEBI Act?

28. In view of the violation as established above, I refer to the order of the Hon'ble Supreme Court of India in the matter of SEBI Vs. Shri Ram Mutual Fund [2006] 68 SCL 216(SC) which held that - *"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…".*

29. In view of the above, I am convinced that it is a fit case for imposition of monetary penalty on the Noticee under the provisions of Section 15HA of the SEBI Act (as prevailed during the IP), which reads as under:

SEBI Act

"Penalty for fraudulent and unfair trade practices.

15HA. If any person indulges in fraudulent and unfair trade practices relating to securities, he shall be liable to a penalty of twenty-five crore rupees or three times the amount of profits made out of such practices, whichever is higher."

ISSUE III. If so, what would be the quantum of monetary penalty that can be imposed on the Noticee after taking into consideration the factors mentioned in Section 15J of the SEBI Act?

30. While determining the quantum of penalty under Section 15HA of the SEBI Act, it is important to consider the relevant factors as stipulated in the Section 15J of the SEBI Act which reads as under:-

Factors to be taken into account while adjudging quantum of penalty.

15J.While adjudging quantum of penalty under 15-I or section 11 or section 11B, the Board or 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.

31. I note that the available records do not quantify the amount of profits made by the

Noticees or losses suffered by the investors due to price manipulation committed by the Noticee in the instant case. However, I cannot ignore the gravity of violations involved in the matter. Having established that Noticee 1 and Noticee 2 had transferred its own fund to a preferential allottee gives a misleading picture about the company's financial fundamentals. I also find that the transfer of funds was done in various tranches. Therefore, the default is repetitive in nature.

ORDER

32. 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 and in exercise of the powers conferred upon me under Section 15-I of the SEBI Act read with Rule 5 of the AO Rules, I hereby impose a penalty under the provisions of Section 15HA of the SEBI Act in the following manner:

Noticee No.	Name	Penalty
1	Allied Computer International (Asia) Limited	Rs. 2,00,000/- (Rupees Two Lakh only)
2	Hirji Kanji Patel	Rs. 2,00,000/- (Rupees Two Lakh only)
8	Jabeen Tradelink Pvt Ltd.	Rs. 2,00,000/- (Rupees Two Lakh only)
10	Yantra Natural Resources Limited	Rs. 2,00,000/- (Rupees Two Lakh only)
11	Prraneta Industries Ltd. (currently known as Aadhaar Ventures India Limited)	Rs. 2,00,000/- (Rupees Two Lakh only)
14	Parasmani Planning and Development Pvt. Ltd.	Rs. 2,00,000/- (Rupees Two Lakh only)
15	Jeenmata Commercial Pvt. Ltd.	Rs. 2,00,000/- (Rupees Two Lakh only)
18	Lemongrass Investment Consultants Pvt. Ltd.	Rs. 2,00,000/- (Rupees Two Lakh only)
19	Nextgen Health Solutions Pvt. Ltd.	Rs. 2,00,000/- (Rupees Two Lakh only)
20	Innovation Infraestates Pvt. Ltd.	Rs. 2,00,000/- (Rupees Two Lakh only)
21	VRC Technology Pvt. Ltd.	Rs. 2,00,000/- (Rupees Two Lakh only)

I am of the view that the said penalty is commensurate with the lapse/omission on the part of the Noticees.

33. The Noticee shall remit / pay the said amount of penalty within 45 days of receipt of this order either by way of Demand Draft in favour of "SEBI - Penalties Remittable to Government of India", payable at Mumbai, OR 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

34. The aforesaid Noticee shall forward said Demand Draft or the details / confirmation of penalty so paid to "The Division Chief (Enforcement Department 1 DRA-4), Securities and Exchange Board of India, SEBI Bhavan, Plot No. C – 4 A, "G" Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051." The Noticee shall also provide the following details while forwarding DD / payment information:
    - Name and PAN of the Noticee
    - Name of the case / matter
    - Purpose of Payment – Payment of penalty under AO proceedings
    - Bank Name and Account Number
    - Transaction Number

35. 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.

36. 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: July 29, 2022 **BARNALI MUKHERJEE**

Place: Mumbai **ADJUDICATING OFFICER**