

Transaction No. 14

- **Date:** 05/11/2001
- **Details:**
 - **a)** Contract No. 6879: Sold GOI securities of Rs. 3 crore face value for Rs. 3,23,75,683.33 (10.03% GOI 2019) to Home Trade Ltd.
 - **b)** Contract No. 6881: Sold GOI securities of Rs. 5 crore face value for Rs. 5,36,76,611.11 (10.18% GOI 2026) to Home Trade Ltd.
 - **c)** Contract No. 6877: Sold GOI securities of Rs. 5 crore face value for Rs. 5,37,44,375.00 (9.45% GOI 2015) to Home Trade Ltd.
 - **d)** Contract No. 6875: Sold GOI securities of Rs. 3 crore face value for Rs. 3,34,02,291.67 (10.25% GOI 2021) to Home Trade Ltd.
 - **e)** Contract No. 6883: Sold GOI securities of Rs. 5 crore face value for Rs. 5,31,84,444.44 (9.40% GOI 2012) to Home Trade Ltd.
 - **Contract No. 6885:** Purchased GOI securities of Rs. 1.60 crore face value for Rs. 1,72,34,706.67 (9.39% GOI 2011) from Home Trade Ltd.
 - **Contract No. 6889:** Purchased GOI securities of Rs. 5 crore face value for Rs. 5,40,79,166.67 (10.50% GOI 2014) from Home Trade Ltd.

- Contract No. 6887: Purchased GOI securities of Rs. 5 crore face value for Rs. 5,66,68,055.56 (12.50% GOI 2004) from Home Trade Ltd.
- **Contract No. 6893:** Purchased GOI securities of Rs. 5 crore face value for Rs. 5,70,97,222.22 (11.50% GOI 2005) from Home Trade Ltd.
- **Contract No. 6891:** Purchased GOI securities of Rs. 3 crore face value for Rs. 3,64,89,166.67 (11.50% GOI 2011) from Home Trade Ltd.
- **Difference Amount:** Rs. 48,15,087.76 received from Home Trade Ltd. via HDFC Bank cheque no. 257072 dated 13/11/2001, credited to the bank's account.
- **Status:** Contract note for purchase and sale available; no zerox of physical security; zerox of adjustment letter, cheque, and bank certificate available.

Transaction No. 15

- **Date:** 28/11/2001
- **Details:**
 - **Contract No. 6899:** Sold GOI securities of Rs. 5 crore face value for Rs. 5,75,15,277.78 (12.50% GOI 2004) to Home Trade Ltd.
 - **Contract No. 6901:** Purchased GOI securities of Rs. 5.40 crore face value for Rs. 6,12,56,835.00 (9.39% GOI 2011) from Home Trade Ltd.
 - **Difference Amount:** Paid Rs. 37,41,557.22 to Home Trade Ltd. via HDFC Bank cheque no. 573236 (Rs. 15,00,000) and Punjab National Bank drafts nos. 652749, 652750, 652751 (Rs. 9 lakh, 9 lakh, 4,41,557.00) dated 05/12/2001.
- **Status:** Contract note for purchase and sale available.

Transaction No. 16

- **Date:** 19/03/2002
- **Details:**
 - a) Contract No. 7395: Sold GOI securities of Rs. 5 crore face value for Rs. 6,33,06,250.00 (10.50% GOI 2014) to Home Trade Ltd.
 - b) Contract No. 7397: Sold GOI securities of Rs. 7 crore face value for Rs. 8,08,74,150.00 (9.39% GOI 2011) to Home Trade Ltd.
 - c) Contract No. 7405: Sold GOI securities of Rs. 3 crore face value for Rs. 3,83,81,250.00 (11.50% GOI 2011) to Home Trade Ltd.
 - d) Contract No. 7411: Sold GOI securities of Rs. 5 crore face value for Rs. 6,56,50,694.44 (11.50% GOI 2015) to Home Trade Ltd.
 - **Contract No. 7453:** Purchased GOI securities of Rs. 3.50 crore face value for Rs. 3,56,49,979.17 (8.07% GOI 2017) from Home Trade Ltd.
 - **Contract No. 7413:** Purchased GOI securities of Rs. 5 crore face value for Rs. 5,09,28,541.67 (8.07% GOI 2017) from Home Trade Ltd.
 - **Contract No. 7455:** Purchased GOI securities of Rs. 10 lakh face value for Rs. 10,18,570.83 (8.00% GOI 2017) from Home Trade Ltd.

- **Contract No. 7401:** Purchased GOI securities of Rs. 10 crore face value for Rs. 10,18,57,083.33 (8.07% GOI 2017) from Home Trade Ltd.
- **Contract No. 7399:** Purchased GOI securities of Rs. 5 crore face value for Rs. 5,81,98,750.00 (9.81% GOI 2017) from Home Trade Ltd.
- **Difference Amount:** Rs. 5,59,419.44 received from Home Trade Ltd. via HDFC Bank cheque no. 984100 dated 19/03/2002, credited to Navsari People's Co-operative Bank Ltd.'s current account at HDFC Bank, Surat.
- **Status:** Contract note for purchase and sale available; zerox of adjustment letter, cheque, and bank certificate available.

[illegible]

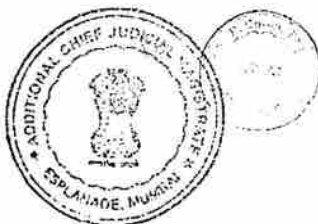
• 2004-5

REF: A921 (1993) And 27 Dec 2005
SUB: Cardinal, Regina, Charity & College of Cardinals

With respect to the above, we hereby confirm that the person whose passport is being returned is Robert William Brown born 11/11/73 and under the details stated below.

Date	Cheque #	Amount (In. Rs.)	Cleared At	Effect	Counterparty
03/05/2001	111446	5,02,347.23	Mumbai	Credit	Home Trade Ltd.,
08/05/2001	223001	12,25,743.76	CMS Collection	Credit	Home Trade Ltd.,
23/02/2001	287922	16,80,655.86	Mumbai	Credit	Home Trade Ltd.,
3/11/2001	237072	48,15,087.76	Mumbai	Credit	Home Trade Ltd.,
26/12/2001	572238	15,00,000.00	Mumbai	Debit	Home Trade Ltd.,
23/03/2002	984106	5,39,419.44	Surat	Credit	Home Trade Ltd.,

Acetaminophen and all other have various LD_{50} in the range 1.4-1.6 g/kg

$$\frac{d}{dt} \int_{\Omega} u^2 dx = -2 \int_{\Omega} u \Delta u dx = 0$$


ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ
punjab national bank



1956

(2265)

$$\frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{4} \quad \frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{4} \quad \frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{4}$$

The following information was obtained from the records of the Bureau of Land Management:

Ref. #	Ref. #	Ref. #	Ref. #
1	100-1-1-1	100-1-1-1	100-1-1-1
2	100-1-1-1	100-1-1-1	100-1-1-1
3	100-1-1-1	100-1-1-1	100-1-1-1
4	100-1-1-1	100-1-1-1	100-1-1-1
5	100-1-1-1	100-1-1-1	100-1-1-1
6	100-1-1-1	100-1-1-1	100-1-1-1
7	100-1-1-1	100-1-1-1	100-1-1-1
8	100-1-1-1	100-1-1-1	100-1-1-1
9	100-1-1-1	100-1-1-1	100-1-1-1
10	100-1-1-1	100-1-1-1	100-1-1-1



UTI BANK LTD.

Plot No. 1, 2, 3, 4
Phase II, House, Halar Road
V.K. Road - 366301
T. N. T. No. 0260211500
Website: www.uti-bank.com

July 4th 2002

The Officer

Police

Navsari

Gujarat

India

Subject: Complaint of Cheque Bounce

Reference: UTI Current Account # 059 0103 00000 417 with us

Dear Sir,

We refer to your letter dated 25/6/02 regarding the

captioned matter.

We hereby certify clearance of the following cheques from your

above mentioned account maintained with us:

• Chq # 41939 for Rs. 84,19,000/- drawn in favour Home Trade

Ltd., was cleared on 22/09/2001 through our Fort Branch.

Hope this will serve your purpose.

Thanking you,

Sincerely yours,

for UTI Bank Ltd.

[Signature]

Branch Head.



Transaction Number – 1

On 30/12/1999, through Contract Number: 6224, purchased at a total cost of ₹26, 49,145.83 with an original value of ₹25 lakh at 12.30% GOI 2016 from Home Trade.

Total amount of ₹26, 49,145.83 paid through Maharashtra State Co-op. Bank (MSC) cheque number 383514 dated 06/01/2000.



THE NAVSARI PEOPLE'S CO-OP. BANK LTD.

Sr.	Trade Date	Value Date	Name of Govt. Secur.	Note No.	Face Value	Total Consideration
1	1301298	31.12.99	1230% GOI	20161	2,500,000.00	2,500,000.00
A) PURCHASE FROM HOME TRADE DATE --> 30/12/1999, VALUE DATE --> 31/12/1999, 2,500,000.00						2,500,000.00
A) --> TOTAL PAYABLE TO HOME TRADE						2,500,000.00

* Net Difference Payable by MSC Bank Ltd. Cheque No. 383514 dated on 05.01.00 in favour of Home Trade Ltd.



Subject to the jurisdiction of the courts in India

Contract note issued by members action for constituents as Brokers & Agents or principals

For Trade Use

100, South Street, 3rd Floor,
Sankar Plaza, Ahmedabad 380 011
Tel: 079 262 2211, 244 4414,
244 4415, Fax: 079 222 2445

To: NAVSARI PEOPLES COOPERATIVE BANK LTD.
DINDAYAL BHAWAN
DINDAYAL CHOWK NEAR GAYANSHALA
NAVSARI PIN: 382556
Pin Code: _____

CONTRACT NO. LBL/NSC/1999 - 1,000,000 6.374
Constituent Order Ref. No.
Stamp as required under Article 43(1) of the Reserve Stamp Act, 1955.
For HOME TRADE LTD.

Mr. _____
Asst. Mgt./Director

We have this day done by your order and to your account the following transactions:

ST	Order Number	Security Name	Issue Date	Repo Period	Value (in Rs. Lacs)	Price (in Rs.)	Repo Rate (%)	OA (in Lacs)
GS	991230011211	CO 2016	12.30	NA	24.00	106.00		NA

ST - Security Type **TT - Trade type** **OA - Order Attributes** **(REINS. REFUNDING REPO)**

TRANSACTION DETAILS

BS	ON	TN	TT	CBN	CPN	LIP	PVSV (Rs.)	HR (Rs.)	AI	TDS	TC
B	991230011211	12.32	16.00		EURO	02/01/2000	2,650,000.00			0.00	2,649,455.53

CODES

B/S - Buy/Sell	TT - Trade Type	CPN - Counter Party Participant Name	PV - Purchase Value	TDS - Tax Deducted
ON - Order No.	TD - Trade Date	SD - Settlement Date	SV - Sale Value	AI - Assumed Interest
TN - Trade No.	CBN - Counter Party Dealer Name	LIP - Last Interest Payment Date	BR - Brokerage	TC - Total Consideration

1160
2275

This certificate is issued in accordance with the Rules, Bye-Laws and Regulations, and orders of the National Stock Exchange of India Limited, Bombay, and other subsequent Regulatory Bodies as applicable.

Per Mone Trade Ltd.

This certificate is not to be used for any purpose other than the official scale of brokerage and indicated.

In the event of any dispute arising between you and me out of these transactions, the jurisdiction of the courts in Bombay.

The certificate is not to be used for any purpose other than the official scale of brokerage and indicated.

The certificate is not to be used for any purpose other than the official scale of brokerage and indicated.

Per Mone Trade Ltd.

Yous Fastilly

Member of National Stock Exchange of India Ltd. Bombay

Per MONE TRADE LTD.

Attn: Secy./Director



(1161)
227-7

भारत सरकार
GOVERNMENT OF INDIA
12-30 प्रतिशत सरकारी स्टाक, 2016 का दर्ज स्टाक
INSCRIBED STOCK
OF THE
12-30 PER CENT. GOVERNMENT STOCK, 2016
की मूल प्रमाणपत्र सं. 8Y-35
BOOK DEBT CERTIFICATE No. 8Y-35
एम्बे के लिए
for Rs. 2500,000/-

2 जुलाई, 2016 को प्रतिदेय
REPAYABLE ON THE 2nd DAY OF JULY, 2016

मैं इस प्रकार यह प्रमाणित करता हूँ कि
I hereby certify that National Securities Clearing Corporation Ltd. (Constituents etc)
12-30 प्रतिशत सरकारी स्टाक, 2016 के रकम
एम्बे के सरकारी स्टाक के संश्लेषण, एम्बे के लिए पर ध्यान 12-30 प्रतिशत प्रति वर्ष की दर 2 जुलाई 1999 के अगली किताबी में प्रवेश एवं 2 जनवरी और 2 जुलाई को दिया जाएगा।

is the registered proprietor of Rupees Twenty five lac
only.

Government Stock of the 12-30 per cent. Government Stock, 2016 which will bear interest at 12-30 per cent. per annum, payable half-yearly from the 2nd July 1999 and to be paid on the 2nd day of February and the 2nd day of July every year.

मौलिक मूल प्रमाणपत्र
भारतीय रिज़र्व बैंक
Bearing Interest
From: 2/1/2000
Public Debt Office
Reserve Bank of India
महाराष्ट्र
Date: 16 JULY 1999
8Y-35

Minors Galan
गवर्नर, भारतीय रिज़र्व बैंक,
Governor, Reserve Bank of India,
होते हुए प्रमुख प्रशासक।
for Chief General Manager.

वैधान्त द्वारा प्रमाणित
Not transferable by endorsement

इस स्टाक संबंधित विषय प्रमाणपत्र के नीचे देखें
For Rules regarding Government Stock please see letter in the Certificate.

20-07-2000
NAVARI

FEDERAL CHIEF JUSTICE
ESPANCOE, MUMBAI

Number	Date of transfer	Name(s) of Transferee(s)	Initials	Signature of Manager / Asst. Gen. Manager
118 18/11/1999	18/11/1999	Strategic Capital Corporation Pvt. Ltd		
119 18/11/1999	18/11/1999	Udhar Singh		
120 18/11/1999	18/11/1999	The Bhadrans Peoples Co-op Bank Ltd		
121 18/11/1999	18/11/1999	The Navsari Peoples Co-op Bank Ltd		



Transaction Number – 2

On 16/02/2000, through Contract Number: 6237, sold at a total cost of ₹2, 15, 82,876.71 with an original value of ₹2 crore at 14.35% MKVDC 2005 to Home Trade.

Through Contract Number: 6239, purchased at a total cost of ₹2, 02, 32,777.78 with an original value of ₹2 crore at 10.25% GOI 2012 from Home Trade.

Total difference amount of ₹13, 50,098.93 received from Home Trade through Bank of Hyderabad DD No. sb/1/399284 dated 17/02/2000 for ₹10 lakh and DD No. sb/1/652454 dated 17/02/2000 for ₹3, 50,098.93. Deposited through clearing at State Bank of India, Navsari on 19/02/2000.

THE NAVSARI PEOPLE'S CO-OP. BANK LTD.

Sr.	Trade Date	Value Date	Name of Govt. Secu.	Contract Note No.	Face Value	Total Consideration
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2	A)	PURCHASE FROM HOME TRADE, TRADE DATE -> 16/02/2003, VALUE DATE -> 17/02/2003				
		1 16.02.2003 17.02.2003 10.25% GOI 2012 6239				20,232,777.78
		A) -> TOTAL PAYABLE TO HOME TRADE				20,232,777.78
	B)	SALE TO HOME TRADE LTD. -> 16/02/2003, VALUE DATE -> 17/02/2003				
		1 16.02.03 17.02.03 14.35% SBI/RYDC 2005 6237				21,552,876.71
		B) -> TOTAL RECEIVABLE FROM HOME TRADE				21,552,876.71
		[B] - A) Total Receivable - Total Payable = Payable By Bank to Home Trade				1,320,098.93
		21,582,876.71 20,232,777.78				1,350,098.93

Net difference of Consideration Received from Home Trade is as follows
 DD no sb/1155284 state Bank of Hyderabad Dated 17.2.2005 Rs
 DD no sb/1155254 state Bank of Hyderabad Dated 17.2.2005 Rs

સહકારી બેંકના સહી અને મુદ્રા સાથે
 રાજ્ય બેંકના મુદ્રા સાથે



Date: 17/02/2000

To
The Manager,
Navsari People's Co-operative Bank Ltd.
Bimdayal Bhawan
Dindyal Chawl, Near Gayashala
Navsari - 27856

Dear Sir or Madam:

This is to inform you about the various transactions with you.

BROUGHT FROM YOU:

Name of Scrip	Trade Date	CN No.	Face Value	Bill Amount
11.35 MKVDC	16-02-2000	6237	Rs.2,00,00,000/-	Rs.2,15,82,876.71
Total Payable:				Rs.2,15,82,876.71

SOLD TO YOU:

Name of Scrip	Trade Date	CN No.	Face Value	Bill Amount
10.25 CG2012	16-02-2000	6239	Rs.2,00,00,000/-	Rs.2,02,32,777.78
Total Receivable:				Rs.2,02,32,777.78

Net Total Receivable (A) : Rs.2,02,32,777.78
Net Total Payable (B) : Rs.2,15,82,876.71

(A - B) NET PAYABLE BY US : Rs. Rs.13,50,098.93

(Paid vide Demand Draft No. SBH/399284 State Bank of Hyderabad, Rs.10,00,000/- dtd 17/2/2000
& Demand Draft No. 652454 State Bank of Hyderabad, Rs.3,50,098.93 dtd 17/2/2000)

Kindly acknowledge the receipt of the same.

Thanking you.

Yours truly,
For home trade ltd

Authorized Signatory



CONTRACT NOTE (Regulation 33)

Subject to the jurisdiction of the courts in India.

Contract entered into by members acting for constituents as Brokers & Agents or principals.

NAV SARI PEOPLES CO-OPERATIVE BANK LTD.
BUNDALAL BHAWAN
BUNDALAL CHOWK NAGAR, NAVSARI
NAV SARI PIN- 37836
Dist. Code

CONTRACT NO. LVL/NSC/2009-1/579 (006/239)

Candidate Order Ref. No.

Stamp is required under Article 43(1) OS Article 43(1) OS Article 43(1) OS Article 43(1) OS Article 43(1) OS

For details refer to the

If we have this day done by your order to your account the following transactions:

Order Number	ST	Security Name	Issue	TT	Rego Period	Value (in Rs. 1223)	Price (in Rs. 1223)	Qty (in Rs. 1223)	PA (in Rs. 1223)
69521620192	TT	CG2012	16.23		NA	280.79			NA

ST - Security Type

OA - Order Amount

(REMARK: 11/10/2010)

TRANSACTION DETAILS

Trade Date 16/02/2010 Settlement Date 17/02/2010

EPS	ON	TN	TT	CPN	LIP	PVSV (Rs.)	DR (Rs.)	AE	DR (Rs.)	AE	DR (Rs.)
6.9	16/02/2010	1.200	13.4312			19.952/100.00			0.277772		0.277772

CODES

OT - Order No.
ON - Order No.
TN - Trade No

TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker Name

CP - Counter Party Participant
SD - Settlement Date
LP - Last Interest Payment Date

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government Regulatory bodies as applicable.

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us that all claims (whether admitted or not) difference and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions and contracts of a date have been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY

Yours Faithfully

Member of National Stock Exchange of India Ltd. Bombay

For HOME TRADE

(Signature)

(Member's Signature)



2287

2287



Name & Address of the Holder

(2289)

 $\gamma_2 = 0.05$

1897

$$\langle \hat{J}_z \rangle = \frac{1}{2} \hbar \left(\frac{1}{2} - \frac{1}{2} \right) = 0$$
$$\langle \hat{J}_z \rangle = \frac{1}{2} \hbar \left(\frac{1}{2} - \frac{1}{2} \right) = 0$$
$$\langle \hat{J}_z \rangle = \frac{1}{2} \hbar \left(\frac{1}{2} - \frac{1}{2} \right) = 0$$


This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.

These charges have been charged as stated and have been at rates not exceeding the official scale of brokerage and indicated hereby.

This contract is subject to the jurisdiction of the court in Bombay.

In the event of any claim whether admitted or not, difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us that prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date specified into or not) shall be submitted to and decided by arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

TO ME/US

Yours Faithfully

Member of National Stock Exchange of India Ltd, Bombay

For HOME TRADE LTD.

D. B. Bhabha

Authorized Signatory/Officer



18.02.2000

To,
Ketan Shed & Co.,
103, Liberty Apartment, 80A, Sarojini Naidu Road,
Vile Parle, East (West), Mumbai - 56.

Subject: Chem-K.V.D. - 2004 Security ₹2 Crore

With reference to the above subject, we wish to inform you that the aforementioned security has been sold by you at a rate of ₹103/-. The delivery for the same is enclosed herewith. Kindly acknowledge receipt of the security and send the confirmation. Additionally, a Xerox copy of the contract fax is enclosed for your information.

Allotment Letter No	Number
107	50
575	01
576	01
577	01
578	01
579	01
580	01
581	01
582	01
583	01
584	01
667	10

	17
668	20
10 660	10
661	10
306	100

	200

Yours faithfully,
Sd/- Illegible
Manager

The Navsari People's Co-Op. Bank Ltd.

Din Dayal Bhavan, Din Dayal Chowk, Tower Road, Navsari

Govindlal M. Doshi, Manager

Phone: Bank 3642

To,

Ketan Sheth & Co.,

103, Liberty Apart. 80A,

Sarojini Naidu Road, Vile Parley East (West),

Mumbai-56

Subject: (words unreadable)

With regard to the above mentioned subject, it is to state that the said security of Rs. (unreadable) that has been sold and its delivery is being sent herewith. It is requested to send its acknowledgement receipt. Contract number photo copy is also being sent herewith for your knowledge.

Allotment No.	Number
107	50
475	1
506	1
577	1
578	1
579	1
580	1
581	1
582	1
583	1
584	1

7.20 4.78 3.8

2297

FORM NO. 151

1. Relationship: NI DOB: 11/29/73
son/daughter/wife of The Honorable Benito Lopez Perez
resident of @ (Mexico) 100 Daniel Berrero San Daniel, Chiapas
NY - Irvington Maryland

do hereby declare:-

1. that the securities, particulars of which are given below, stand in my name and are beneficially owned by me, and the interest therefrom is not includible in the total income of any other person under sections 60 to 64 of the Income-tax Act, 1961:

Description of securities	Number of securities	Date of securities	Amount of securities	Dates on which the securities were acquired by the declarant
(1) 14.35% 1940-41 Government Securities [certified by the Govt. Sec. Office]	200 bonds acquired in 1940-41	31.03.1977	Rs. 1,00,000/-	1-8-67 - 1-1-77

2. that my present occupation is Business
3. that the tax on my estimated total income, including the interest on securities referred to in paragraph 1 above, computed in accordance with the provisions of the Income-tax Act, 1961, for the previous year ending on 31/3/1969 relevant to the assessment year 1969 - 70 will be nil;
4. that I have not been assessed to income-tax at any time in the past but I fall within the jurisdiction of the Chief Commissioner or Commissioner of Income-tax _____ OR _____
that I was last assessed to income-tax for the assessment year 19 _____ - 19 _____ by the Assessing Officer _____ Circle/Ward/District and the permanent account number allotted to me is _____
5. that I am resident in India within the meaning of section 6 of the Income-tax Act, 1961.

Signature of the declarant.

VERIFICATION

VERIFICATION

I, Shanmugasundaram M. Devis Natarajan, The Allegan Panel of 100's Rev
best of my knowledge and belief what is stated above is correct, complete and is truly stated
do hereby declare that to the
Verified today, the 21st day of December, 1977

Place N. C. 450 m.

Signature of the declarant. (P.T.O.)



NOTES:

1. Give complete postal address.
2. The declaration should be furnished in duplicate.
3. *Delete whichever is not applicable.
4. Before signing the verification, the declarant should satisfy himself that the information furnished in the declaration is true, correct and complete in all respects. Any person making a false statement in the declaration shall be liable to prosecution under section 277 of the Income-tax Act, 1961, and on conviction be punishable:
 - (i) in a case where tax sought to be evaded exceeds one lakh rupees, with rigorous imprisonment which shall not be less than six months but which may extend to seven years and with fine;
 - (ii) in any other case, with rigorous imprisonment which shall not be less than three months but which may extend to three years and with fine.

(FOR USE BY THE PERSON TO WHOM THE DECLARATION IS FURNISHED)

1. Name and address of the person responsible for paying the interest on securities mentioned in paragraph 1 of the declaration.
2. Date on which the declaration was furnished by the declarant.
3. Period for which interest is paid.
4. Amount of interest.
5. Date on which interest is paid.

Forwarded to the Chief Commissioner or Commissioner of Income-tax.....

Place.....

Date.....

Signature of the person responsible for
paying the interest on securities

TAX PRINT, 177, Peta Nariman (Bazargate) Street, Fort, Mumbai-400 001. Phone: 269 33 21 & 269 36 76



CONTRACT NOTE
(Regulation 3.5)

Subject to the jurisdiction of the court in India

Contract note issued by members action for constituents as Brokers & Agents or principals

COOPERATIVE BANK LTD.

NEAR GAVANSIRALA

CONTRACT NO. BLNSF/2000 - 1,999,600 6.217
Constituent Order Ref. No.
Stamp is required under Article 43(1) of schedule 1 to the Bombay Stamp Act, 1958.

For HOME TRADE LTD

Dr. Gopal Kumar

By your order and to your account the following transactions:

SECURITY DETAILS

Order Number	ST	Security Name	Issue	TT	Repo Period	Value (in Rs. Lacs)	Price (in Rs.)	Repo Rate (%)	OA (in Lacs)
00021630190	TT	MCVTD 14.35%	14.35		NA	200.00	103.00		NA

(REPNR - REPONON RENT)

TT - Trade type

ST - Security type

TRANSACTION DETAILS

Trade Date 16/02/2000 Settlement Date 17/02/2000

B/S	ON	TN	TT	CPN	IP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
S	00021630190	1.999	13.12.34	EURO	15/01/1999	20,000,000.00		952,876.71	0.00	21,852,876.71

CODES

B/S - Buy/Sell
ON - Order No.
TN - Trade No.

TT - Trade Type
TD - Trade Date
CPN - Counter Party Name

CPN - Counter Party Participant Name
SD - Settlement Date
LIP - Last Interest Payment Date

PV - Purchase Value
SV - Sale Value
BR - Brokerage

TDS - Tax Deducted
AI - Accrued Interest
TC - Total Consideration

Transaction Number – 3

- a) On 22/02/2000, through Contract Number: 6243, sold at a total cost of ₹3, 20, 55,000.00 with an original value of ₹3 crore at 11.25% GOI 2005 to Home Trade.
- b) On 22/02/2000, through Contract Number: 6241, sold at a total cost of ₹1, 10, 70,833.33 with an original value of ₹1 crore at 11.50% GOI 2005 to Home Trade.

Total sale proceeds: ₹4, 31, 25,833.33.

Through Contract Number: 6245, purchased at a total cost of ₹4, 05, 33,888.89 with an original value of ₹4 crore at 10.25% GOI 2012 from Home Trade.

Total difference amount of ₹25, 91,944.44 received from Home Trade through State Bank of Hyderabad DD No. 399297 dated 24/02/2000.

Transaction Number – 4

On 14/03/2000, through Contract Number: 6287, sold at a total cost of ₹2, 12, 17,777.78 with an original value of ₹2 crore at 11.00% GOI 2002 to Home Trade.

Through Contract Number: 6289, purchased at a total cost of ₹2, 03, 18,000.00 with an original value of ₹2 crore at 10.80% GOI 2008 from Home Trade.

Total difference amount of ₹8, 99,777.78 received from Home Trade through State Bank of Hyderabad DD No. 652639 dated 15/03/2000.

THE NAVSARI PEOPLE'S CO-OP. BANK LTD.

Sr. No.	Trade Date	Value Date	Name of Govt. Secu.	Note No.	Face Value	Total Consideration
PURCHASE FROM HOME TRADE, TRADE DATE -> 14/03/2000, VALUE DATE -> 15/03/2000.						
1	14/03/00	15/03/00	10.80% GOI	2003	5289	20,000,000.00
A) -> TOTAL PAYABLE TO HOME TRADE						
SALE TO HOME TRADE LTD. -> TRADE DATE -> 22/02/2000, VALUE DATE -> 23/02/2000						
1	14/03/00	15/03/00	11.00% GOI	2002	6387	20,000,000.00
B) -> TOTAL RECEIVABLE FROM HOME TRADE						
B) - A) Total Receivable - Total Payable = Payable by Bank to Home Trade.						21,217,777.78

* Net Receivable from Home Trade Received by CD No 655558 Dated 15/03/2000 of S.F. Bank
Hyderabad, Mumbai for Rs.

Received by the bank
Date 15/03/2000



1121
2415

100-443626

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CONTRACT NOTE
(Regd. Sec 33)

Subject to the jurisdiction of the courts in India

Contract Note issued by members acting for constituents as Brokers & Agents or principals

CONTRACT NO. LML/NSR/2000 - 1995000 6289
(Constituent Order Ref. No.)
Stamp as required under Article 43(7) of Schedule I to the Securities Contracts (Regulation) Act, 1956.

For DOMESTIC HEADS ONLY

To: **NAV SARI PRODUCTIONS COMPANY (P) LTD.**
PUNJAYAL BHAWAN
NAV SARI CHOWK, NEW NAV SARI, NAV SARI
NAV SARI PIN 245104

ADDITIONAL CHIEF JUDGE
ESTABLISHMENT

We have this day done by your order and to your account the following transactions:

SECURITY DETAILS

Order Number	ST	Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs)	Price (Rs.)	Expiry Date	NA
6001120358	GS	CGD 008	10.89		NA	200.00	100.00		NA

ST - Security Type TT - Trade Type OA - Order Attributes SPENSE, BUSINESS

TRANSACTION DETAILS

IS	OS	TN	TT	CPN	LIP	PVSV (Rs.)	RR (Rs.)	AT	Rate
1	6001120358	2/04	12.30.35	EURO	320/2500	20,000,000.00			35.000000

Trade Date 14/07/2000 Settlement Date 19/07/2000

CODES

IS - Dowry	TT - Trade Type	CPN - Counter Party Participant Name	PV - Purchase Value
OS - Order No	TD - Trade Date	SD - Settlement Date	SV - Sale Value
TN - Trade No	CDN - Counter Party Broker Name	LIP - Last Interest Payment Date	RR - Recharge

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any claim (whether admitted or not) difference or dispute arising between you and me out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

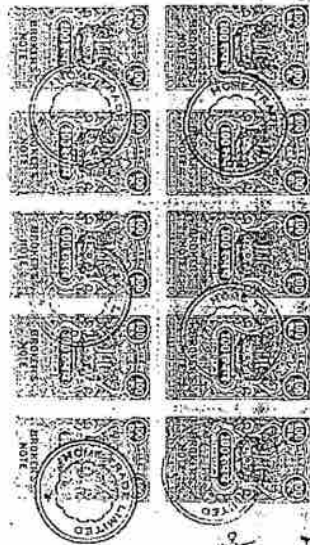
This contract constitutes and shall be deemed to constitute an agreement between you and me that all claims (whether admitted or not) differences and dispute in respect of any dealings, transactions and contracts of mine prior or subsequent to the date of this contract (including any question whether such dealings, transactions, contracts, etc. have been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY

Yours Faithfully,

Member of National Stock Exchange of India Limited
For HOME TRADE LTD.

Authorized Signatory/Director



RESERVE BANK OF INDIA
PUBLIC DEBT OFFICE
AHMEDABAD/AHMEDABAD

RECEIVED P.D.O. 12/15/16
Individuals/Banks

Receipt No. 1345
Date 17-8-2000
Received from The Navsari Peoples Co-Op. Socy.
Address Navsari

NOT TRANSFERABLE Receipt Date 17-8-2000

1. RENEWAL ☐ 5. CONVERSION-INTO-STOCK ☐
2. CONSOLIDATION ☐ 6. CONVERSION-INTO-G.P.N. ☐
3. SUB-DIVISION ☐ 7. TRANSFER ☒
4. CERTIFICATION ☐ 8. INSPECTION/EXAMINATION ☐
Tick whichever is applicable

No. of places	Loan	Rs./Amount
2	10-209. Govt. 2008 - 4728.25	200.00
9	10-259. Govt-2012, 4728.25	400.00
11	10-259. Govt-2012, 4728.25	400.00

Documents Received

No. 1 Description in brief 1 Transfer

Received in respect of item () Rs. 600.00

Receipt prepared by du S. M. Prasad, C. G. M.

कृपया इस रसीद के पीछे प्रिंट आउट देखें।
Please see the instructions printed on the reverse of this receipt.



अनुदेश
INSTRUCTIONS

1. प्रतिभूतियों की सुपुर्दगी लेने के लिए यह रसीद विधिवत पानती मिलकर _____ के अथवा उसके बाद प्रस्तुत की जानी चाहिए।
2. जब तक उचित पर से पानती लिफाफे रसीद लौटायी न जाये, तब तक प्रतिभूतियों/व्याज वारंट/व्याज ड्राफ्ट की सुपुर्दगी न देने का रिजर्व बैंक का अधिकार है। यदि पारक कोई व्यक्ति है तो, यदि उसके हस्ताक्षर सुस्पष्ट हो और इस रसीद पर लिखे नाम से व्यवस्था मिलते हो तो उक्त रसीद पानती को सही माना जायेगा।
3. यदि यह रसीद को आप तो मालिक को खतिभूति पत्र/वचनपत्र विप्रादित करना होगा। तब के बाद ही संबंधित प्रतिभूतियां/व्याज वारंट की सुपुर्दगी दी जा सकेगी। खतिभूति पत्र/वचनपत्र का नमूना काम लेख कार्यालय द्वारा प्रदान किया जायेगा।
4. यदि प्रतिभूतिया आदि का/के पारक प्रतिभूतियों व्याज वारंट आदि की सुपुर्दगी लेने के लिये किसी व्यक्ति/व्यक्तियों को प्रेषित करे/करे तो वह/वे इस व्याज का प्रेषित पत्र (लाक रकम कार्यालय) द्वारा दिये गये काम के नमूने के अनुसार जारी करे प्राप्ति पत्र के साथ विधिवत पानती लिफाफे रसीद में प्रस्तुत करे।
5. यदि पारक चाहता है/चाहते हैं कि उसे/उन्हें प्रतिभूति दफ्तर द्वारा भेजी जाये, तो वह/वे रसीद को विधिवत मरकर बायस मेले/मेले और यह दर्शाता हुआ एक पत्र भी प्रस्तुत करे/करे कि रसीद में उल्लिखित प्रतिभूतियों को उनके हाक पते पर उक्त भागत, जालिम एवं निदेशारी से भेजी जाय और रास्ते में प्रतिभूतियों के खो जाने पर उन्हें लेख कार्यालय द्वारा अपेक्षित प्रक्रिया के अनुसार खोये हुए नोटो, (लेस्ट नोट) आदि का अनुपालन करना होगा। पंजीकृत, थीमाकृत, हाक द्वारा प्रतिभूतियां भेजे जाने के लिए हाक खर्च उन्हें पहले ही भेजना होगा।

प्रतिभूतियां प्राप्त हुई

व्याज वारंट प्राप्त हुए

(हस्ताक्षर)

1. This receipt should be presented duly discharged on or after _____ for taking delivery of the securities, etc.
2. The Bank reserves the right to refuse the delivery of securities/Interest Warrants/ Intalment drafts until the receipt is returned properly discharged. If the holder is an individual the discharge would be considered proper, if the holder's signature is clear and agrees letter for letter with his name appearing on the receipt.
3. In the event of this receipt being lost, the owner will be required to exccurries letter of indemnity/undertaking before the relative securities/Interest Warrants be delivered. The specimen form of letter of indemnity/undertaking will be supplied by the Public Debt Office.
4. In case where the holder(s) of securities etc. authorises any person(s) to take delivery of securities/Interest Warrants etc. he/she should issue a letter of authority to that effect (as per specimen form supplied by Public Debt Office). He should also submit the receipt duly discharged alongwith the letter of authority.
5. In case the holder(s) desires that the securities be sent to him by post, he may return the receipt duly discharged and furnish a letter stating that the securities covered under the receipt may be sent to his postal address at his cost, risk and responsibility and in the event of loss there of in transit, he will follow the lost note, etc. procedure as required by Public Debt Office. Postage charges for sending the securities by Registered Insured Post would have to be remitted in advance by him.

The Navsari Peoples Co-Op Bank Ltd

Securities received

Interest Warrants received

(Signature)



CONTRACT NO.
(Regulation 35)

Subject to the jurisdiction of the courts in India

Contract note issued by members acting for constituents as Brokers & Agents or principals

To,
NAVSARI PEOPLES COOPERATIVE BANK LTD.
DINDAYAL BHAWAN
DINDAYAL CHOWK NEAR GAYANSILALA
NAVSARI PIN: 383506
For Code:

CONTRACT NO. LILANSI2009 - 1,999,000 6.287

Constituent Order Ref. No.
Stamp as required under Article 430 OR Article 430

For HOME TRADE LTD

ONE have this day done by your order and in your account the following transactions

SECURITY DETAILS

Order Number	SI	Security Name	Issue	IT	Buyer	Value	Price	Qty	OA
0001420246	GS	CG2002	11		NA	300.00	102.49		NA

(REMARKS - REPON REPO)

ST - Security Type

OA - Order Amended

Trade Date: 14/03/2009 - Settlement Date: 15/03/2009

TRANSACTION DETAILS

BS	ON	TN	TT	CBN	CIN	LIP	PVSV (Rs)	BR (Rs)	AI	TDS	TC
S	0001420246	2.00	12-05-03		ELBO	11/11/1999	30,00,00,000		29,77,77.78	0.00	21,21,777.78

CODES

BS - Buy/Sell
ON - Order No.
TN - Trade No.

TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker Name

CIN - Counter Party Participant Name
SD - Settlement Date
LIP - Last Interest Payment Date

PV - Purchase Value
SV - Sale Value
BR - Brokerage

TDS - Tax Deducted
AI - Accrued Interest
TC - Total Consideration



These Rules shall be made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government Regulatory bodies as applicable.

Whereas the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay have been accepted as valid and have been at times not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any difference or dispute arising between you and me/us out of these transactions, the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

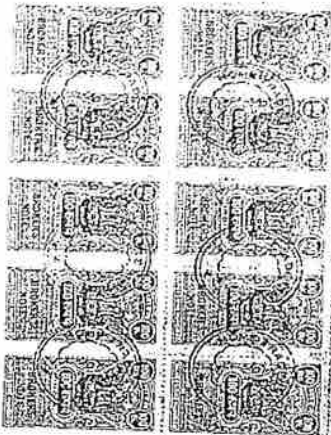
This contract shall be deemed to constitute an agreement between you and me/us that all claims, whether a demand or not, shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

WITNESSES

Young Fairfully

Member of National Stock Exchange of India Ltd. Bombay

For: HOME TRADE LTD.



Witnessed by: *[Signature]*
Assistant Secretary/Manager



=100000000=

AN 157/11 732
20-12-93

भारत सरकार
GOVERNMENT OF INDIA
11'00 प्रतिशत ऋण, 2002 का पूर्व स्वतः
INSCRIBED STOCK
OF THE
11'00 PER CENT. LOAN, 2002

पहले मुद्रा प्रमाणपत्र नं० **AD-0030**
BOOK DEBT CERTIFICATE No. BY-174

मुंबई
OF MUMBAI

रुपये के लिए
for Rs. 100,00,000/-

11 मई, 2002 को प्रतिदेय
REPAYABLE ON THE 11th DAY OF MAY, 2002.

मैं यहां द्वारा यह प्रमाणित करता हूँ कि
I hereby certify that the Jamata Sahakari Bank
Ltd., Pune, S.G. & S. II
ग्यारह प्रतिशत ऋण, 2002 (द्वितीय निर्देश) के तहत
रुपये के सरकार के ऋण के संबंधित स्वामी हैं। इस ऋण पर ग्यारह प्रतिशत प्रति
वर्ष की दर से प्रारम्भ में 14 जुलाई 1987 से 10 नवम्बर 1987 तक की अवधि के लिए
(बोनस गारंटी सहित) और उसके बाद, प्रति वर्ष हर छह महीने पर 11 मई को 11
नवम्बर को देय होगा।
I am the registered Proprietor of Rupees One Crore only
Government Stock of the Eleven per cent. Loan, 2002 (Second
Issue) which will bear interest at Eleven per cent. per annum,
payable initially for the period 14th July 1987 to 10th November
1987 (inclusive) and thereafter half-yearly on the 11th May and
11th November. Bearing interest from
11th May 1999
कोरु मुद्रा कार्यालय
भारतीय रिजर्व बैंक
11/5/99. Prakash Gulam
गवर्नर, भारतीय रिजर्व बैंक
Governor, Reserve Bank of India.
मुंबई
MUMBAI
Date 21 अगस्त 1999
BY-174
PUBLIC DEBT OFFICE
RESERVE BANK OF INDIA
मुंबई
MUMBAI
Date 21 अगस्त 1999
BY-174
NOT TRANSFERABLE BY ENDORSEMENT.

For Rules regarding Inscribed Stock and Form of Transfer, see reverse of the Certificate.

=100000000=

3000 115 000

- [illegible]

FORM OF TRANSFER

अन्तरण पत्र MEMORANDUM OF TRANSFER

[illegible]

भारत सरकार
GOVERNMENT OF INDIA
11-00 प्रतिशत ऋण, 2002 का दस लाख
INSCRIBED STOCK
OF THE
11-00 PER CENT. LOAN, 2002
मनी ऑन प्रमाणावध रकम 100-0021
BOOK DEBT CERTIFICATE No. 57173 OF MUMBAI
रकम के लिए
for Rs. 50,00,000/-

11 मई, 2002 को प्रतिदेय
REPAYABLE ON THE 11th DAY OF MAY, 2002.

ये ऋण द्वारा यह प्रमाणित किया है कि
I hereby certify that Jamata Sahakari Bank
Ltd., Pune, S.A. A.C. II
गारंटी प्रमाणित ऋण, 2002 (दसरा निर्गम) के अंतर्गत
रकम के अंतर्गत ऋण के अंतर्गत रकम है। यह ऋण पर अगले गारंटी प्रमाणित प्रति
वर्ष की दर के प्रारम्भ में 14 जुलाई 1987 के 10 नवम्बर 1987 तक की अवधि के लिए
(दोनों दिनों में) और उसके बाद, प्रति वर्ष हर छह महीने पर 11-मई और 11
नवम्बर को देय होगा।
is the registered Proprietor of Rupees fifty lac only.

Government Stock of the Eleven per cent. Loan, 2002 (Second Issue) which will bear interest at Eleven per cent. per annum, payable initially for the period 14th July 1987 to 10th November 1987 (inclusive) and thereafter half-yearly on the 11th May and 11th November. Building interest from 11th May 1999

सौक्य अथवा कार्यालय
भारतीय रिज़र्व बैंक
Public Debt Office
Reserve Bank of India
मुंबई
MUMBAI
Date 28 30 1994
By 173

गवर्नर, भारतीय रिज़र्व बैंक
Governor, Reserve Bank of India.
मुख्य प्रबंधक
for Manager.

MUMBAI
CHIEF JUDICIAL MAGISTRATE
Date 28 30 1994
By 173

For Notes regarding (printed) Note and Form of Transfer Book see reverse of the Certificate.
8000 313 092

1. The following persons, who are members of the Govt. of India Loan Commission at the Public Debt Office, are hereby notified that they may be required to attend the Public Debt Office at any time for the purpose of the Commission, and they are hereby notified that they may be required to attend the Public Debt Office at any time for the purpose of the Commission, and they are hereby notified that they may be required to attend the Public Debt Office at any time for the purpose of the Commission.
2. The Public Debt Office is hereby notified that they may be required to attend the Public Debt Office at any time for the purpose of the Commission, and they are hereby notified that they may be required to attend the Public Debt Office at any time for the purpose of the Commission.
3. The Public Debt Office is hereby notified that they may be required to attend the Public Debt Office at any time for the purpose of the Commission, and they are hereby notified that they may be required to attend the Public Debt Office at any time for the purpose of the Commission.
4. The Public Debt Office is hereby notified that they may be required to attend the Public Debt Office at any time for the purpose of the Commission, and they are hereby notified that they may be required to attend the Public Debt Office at any time for the purpose of the Commission.
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10. The Public Debt Office is hereby notified that they may be required to attend the Public Debt Office at any time for the purpose of the Commission, and they are hereby notified that they may be required to attend the Public Debt Office at any time for the purpose of the Commission.
11. The Public Debt Office is hereby notified that they may be required to attend the Public Debt Office at any time for the purpose of the Commission, and they are hereby notified that they may be required to attend the Public Debt Office at any time for the purpose of the Commission.
12. The Public Debt Office is hereby notified that they may be required to attend the Public Debt Office at any time for the purpose of the Commission, and they are hereby notified that they may be required to attend the Public Debt Office at any time for the purpose of the Commission.

अन्तरण पत्र MEMORANDUM OF TRANSFER

सं. No.	अन्तरण की तारीख Date of Transfer	अन्तरित का नाम Name of Transferee	म. प्र. के भा. प्र. के Initial A. M.	प्रमाण/हस्ताक्षर Signature MGRVAGM
MT-1 TIR 1384 1929	28 Sept 1929	Kelam Shesh & Co.		
MT-1 TIR 1384 1929	28 Sept 1929	The Navsari Peoples Group Bank Ltd.		


भारत सरकार
GOVERNMENT OF INDIA
 11.00 प्रतिशत ऋण, 2002 का 24 अंशक
INSCRIBED STOCK
OF THE
11.00 PER CENT. LOAN, 2002
 यह ऋण प्रमाणपत्र सं. ८७-१७२ दिनांक २८/१२/१९९९ में मुंबई
BOOK DEBT CERTIFICATE No. 87-172 OF MUMBAI
 का मूल्य रु. 500/-
 for Rs. 500/-

11 मई, 2002 को प्रतियोग
REPAYABLE ON THE 11th DAY OF MAY, 2002.
 मैं यहाँ द्वारा यह प्रमाणित करता हूँ कि
 I hereby certify that Mr. Jankar, Rukhmani, Bhandari
Mr. Jankar, Rukhmani, Bhandari
 भारत सरकार का ऋण, 2002 (द्वितीय अंशक) के अंतर्गत
 इसके के अंतर्गत ऋण के अंतर्गत है। यह ऋण पर भारत सरकार प्रमाणित प्रति
 वर्ष की दर से प्रारम्भ से 14 जुलाई 1987 से 10 नवम्बर 1987 तक की अवधि के लिए
 (दोनों ओरों सहित) और इसके बाद, प्रति वर्ष हर छह महीने पर 11 मई और 11
 नवम्बर को देय होगा।
 is the registered Proprietor of Rupees fifty hundred only
 Government Stock of the Eleven per cent. Loan, 2002 (Second
 Issue) which will bear interest at Eleven per cent. per annum,
 payable initially for the period 14th July 1987 to 10th November
 1987 (inclusive) and thereafter half-yearly on the 11th May and
 11th November. Bearing interest from 11th May '99
 शोक रूप कर्ता/रिज
 भारतीय रिजर्व बैंक
 Public Debt Office
 Reserve Bank of India
 मुंबई
 MUMBAI
 दिनांक
 Date 28 DEC 1999
 ८७-१७२ Not transferable by endorsement.
 गवर्नर, भारतीय रिजर्व बैंक
 Governor, Reserve Bank of India.
 20-12-1999
 ८७-१७२
 CHIEF JUDICIAL MAGISTRATE
 for Manager.

For Rules regarding Inscribed Stock and Public Debt Certificate, see Part I of the Certificate.
 ५००/-

- [illegible]

सं. No.	अंतरण की तिथि Date of Transfer	अन्वर्ती का नाम Name of Transferee	प. प्र. के आदेश Initial A.M.	प्रयोग/प.प्र. के हस्ताक्षर Signature MGRVSM
MT-1 TIR No <u>1383</u> <u>1999</u>	<u>28 JUL 1999</u>	Kutarn Shetty & Co.		
RN-BY- III	<u>30-12-1999</u>	The Navasari Peoples Coop Bank Ltd		

Transaction No. 5

- **Date:** 20/09/2000
- **Details:**
 - **a) Contract No. 10391:** Sold GOI securities of Rs. 2 crore face value for Rs. 2,03,84,000.00 (10.80% GOI 2008) to Home Trade Ltd.
 - **b) Contract No. 10389:** Sold GOI securities of Rs. 6 crore face value for Rs. 6,13,39,166.67 (10.25% GOI 2008) to Home Trade Ltd.
 - **Total Sale Amount:** Rs. 8,17,23,166.67
 - **Contract No. 10403:** Purchased GOI securities of Rs. 2 crore face value for Rs. 2,01,93,000.00 (11.40% GOI 2008) from Home Trade Ltd.
 - **Contract No. 10410:** Purchased GOI securities of Rs. 3 crore face value for Rs. 3,14,83,333.33 (11.50% GOI 2010) from Home Trade Ltd.
 - **Contract No. 10393:** Purchased GOI securities of Rs. 3 crore face value for Rs. 3,16,00,000.00 (11.50% GOI 2015) from Home Trade Ltd.
 - **Total Purchase Amount:** Rs. 8,32,76,333.33
 - **Difference Amount:** Rs. 15, 53,166.66 paid to Home Trade Ltd. via HDFC Bank cheque no. 84401.

Transaction No. 6

- **Date:** 01/12/2000
- **Details:**
 - **a)** Contract No. 11153: Sold bonds of Rs. 5 crore face value for Rs. 5,26,48,287.67 (13.90% SSNL 2009) to Home Trade Ltd.
 - **b)** Contract No. 11159: Sold bonds of Rs. 25 lakh face value for Rs. 25,30,071.10 (12.90% MKVDC 2005) to Home Trade Ltd.
 - **Total Sale Amount:** Rs. 5,51,78,328.77
 - **Contract No. 11151:** Purchased GOI securities of Rs. 3.25 crore face value for Rs. 3,34,63,543.75 (11.43% GOI 2015) from Home Trade Ltd.
 - **Difference Amount:** Rs. 2, 17, 14,785.02 credited to Navsari People's Co-operative Bank Ltd.'s current account at HDFC Bank on 07/12/2000.

Transaction No. 7

- **Date:** 20/02/2001
- **Contract No.:** 12091
- **Details:** Sold GOI securities of Rs. 1 crore face value for Rs. 1,06,21,875 (11.25% GOI 2005) to Home Trade Ltd.
- **Payment:** Rs. 1, 06, 21,875 credited to Navsari People's Co-operative Bank Ltd.'s current account at HDFC Bank, Surat, via HDFC Bank, Mumbai Fort, and cheque no. 901918 on 22/02/2001.

Status: Contract note for sale available; no zerox of physical security.

THE NAVSARI PEOPLE'S CO-OP. BANK LTD.

Sr. No.	Trade Date	Value Date	Name of Govt. Secu.	Note No.	Face Value	Total Consideration
7(B)	22.02.01	22.02.01	11.75% GOI	2035	10,000,000.00	10,621,875.00
			BI -> TOTAL RECEIVABLE FROM HOME TRADE		10,000,000.00	10,621,875.00

7(B) SALE TO HOME TRADE LTD. >>> TRADE DATE -> 20/02/2001, VALUE DATE -> 20/02/2001.

10,000,000.00

10,621,875.00

Net difference directly Credited to our N.P.C Bank Ltd current a/c with HDFC, Surat on 24/02/2001

and interest @ 34.44% (11.75% + 22.69%) p.a.



444 2585

2577

420

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Transaction No. 8

- **Date:** 12/04/2001
- **Contract No.:** 12753
- **Details:** Purchased GOI securities of Rs. 1.25 crore face value for Rs. 1,33,15,312.50 (11.43% GOI 2015) from Home Trade Ltd.
- **Payment:** Paid Rs. 1, 33, 15,312.50 via UTI Bank cheque no. 009295 dated 16/04/2001.

Status: Contract note for Rs. 1.25 crore available; zerox of physical security in Home Trade's name; zerox of UTI Bank cheque paid to Home Trade available.

Transaction No. 9

- **Date:** 02/05/2001
- **Details:**
 - **a)** Contract No. 12883: Sold GOI securities of Rs. 50 lakh face value for Rs. 54,08,680.56 (11.90% GOI 2007) to Home Trade Ltd.
 - **b)** Contract No. 12881: Sold GOI securities of Rs. 25 lakh face value for Rs. 28,34,604.17 (12.30% GOI 2016) to Home Trade Ltd.
 - **Total Sale Amount:** Rs. 82,43,284.73
 - **Contract No. 12885:** Purchased GOI securities of Rs. 75 lakh face value for Rs. 76,81,237.50 (10.71% GOI 2016) from Home Trade Ltd.
 - **Difference Amount:** Rs. 5, 62,047.23 credited to Navsari People's Co-operative Bank Ltd.'s current account at HDFC Bank via cheque no. 111446 on 03/05/2001.

Status: Contract note of purchase available. There is no zerox of physical security. There is the contract note of the selling. There is the zerox of the physical security. The zerox of the adjustment letter of Home Trade available. The zerox of the bank certificate of the credit of the difference of consideration is available.

THE NAVSARI PEOPLE'S CO-OP. BANK LTD.

Sl. No.	Trade Date	Value	Name of Govt. Secu.	Note No.	Face Value	Total Consideration
A) PURCHASE FROM HOME TRADE, TRADE DATE -> 20/05/2001, VALUE DATE -> 30/05/2001.						
1	02.05.01	103.05.01	1071% GOI	2019	12685	7,500,000.00
A) -> TOTAL PAYABLE TO HOME TRADE						7,500,000.00
B) SALE TO HOME TRADE LTD. -> TRADE DATE -> 20/05/2001, VALUE DATE -> 03/05/2001.						
1	02.05.01	3.5.01	1190% GOI	2007	12683	5,000,000.00
2	02.05.01	3.5.01	1290% GOI	2016	12681	2,500,000.00
B) -> TOTAL RECEIVABLE FROM HOME TRADE						7,500,000.00
BI - A) Total Payable - Total Receivable = Payable by Bank to Home Trade.						552,047.23

* Net Difference Directly Credited to our Navsari Peoples Co-operative Bank Ltd. Current account with HDFC, Surat on 31/05/2001

CH. NO. 111/01

સહકારી બેંકના નામ પર
પ્રાપ્ત કરેલ રકમ રૂ. 552,047.23
અંગત ગણતરી કરવામાં આવી છે.
અંગત ગણતરી કરવામાં આવી છે અને તે સાચી છે.



2633

		PAN NO. : AAAA CU 0577 H	
SHARE & GOVT. SECURITY BROKER A Member of Pune Stock Exchange Ltd. SERI REGN NO : FNB 110624638		Form : B Date : 02/05/2001	
Bill No.: EURO / PUNE / 12,885 Messrs: NAVSARI PEOPLES COOPERATIVE BANK LTD DINDAYAL BHAWAN DINDAYAL CHOWK NEAR GAYANSHALA NAVSARI PIN: 27856 Pin : 27856		To the cost of Rs. 7,500,000.00 10.71 % GOI 2016 at the rate of Rs. 102.00 Add : Interest from 19/04/2001 To 03/05/2001 For 14 Days Rs. 31,237.50 Less Tax @ Rs 0.00 GRAND TOTAL : 7,681,237.50	
Sold to you ...		Due to us ...	
REMARK RUPEES SEVEN MILLION SIX HUNDRED EIGHTY ONE THOUSAND TWO HUNDRED THIRTY SEVEN AND FIFTY PAISE ONLY Note: We are not responsible for the Next Interest due, if the securities are not used as a security for the above delivery (Please Pay by Account Cheque Only)		26337	

SHARE & GOVT. SECURITY BROKERS
A Member of Pune Stock Exchange Ltd
SERI REG. NO. 19E110614638

NAV SARI PEOPLES CO-OP. BANK LTD
DING AYAL BHAWAN
DING AYAL CHOWK, NEAR GAVANSHALA
NAV SARI PIN: 27856
Ph: 27856

PAYABLE AMOUNT

5,00,000.00

at the rate of Rs. 100.00

Add: Interest from 28/05/2001 To 03/06/2001

For 25 Days Rs. 41,379.44

GRAND TOTAL

5,41,379.44

Bill No.: EURO / PUNE / 12,583

Messrs: NAVSARI PEOPLES CO-OP. BANK LTD

DING AYAL BHAWAN

DING AYAL CHOWK, NEAR GAVANSHALA

NAV SARI PIN: 27856

Ph: 27856

REMARKS

FIVE MILLION FOUR HUNDRED EIGHT THOUSAND SIX HUNDRED SEVENTY NINE RUPEES

PAGE ONLY

ADDITIONAL CHIEF JUDICIAL MAGISTRATE

FOR THE DISTRICT JUDGE

NAV SARI PEOPLES CO-OP. BANK LTD

NAV SARI PIN: 27856

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422, etc.

10/2000 2001 5000000 2841 567 2049

भारत सरकार
GOVERNMENT OF INDIA
11.90 प्रतिशत सरकारी स्टॉक, 2007 का दर्ज स्टॉक
INSCRIBED STOCK
OF THE
11.90 PER CENT. GOVERNMENT STOCK, 2007
इसके द्वारा प्रमाणित है
BOOK DEBT CERTIFICATE No. AD. 0005 OF 2007-2008
इसके लिए
for Rs. 500000/-

28 मई, 2007 को प्रतिदेय
REPAYABLE ON THE 28th DAY OF MAY, 2007.

मैं यहाँ प्रमाणित करता हूँ कि
I hereby certify that Kalyanbhai Mayabhai Financial
Services (Pvt.) Ltd.

11.90 प्रतिशत सरकारी स्टॉक, 2007 के कर्ज
इसके लिए सरकारी स्टॉक के बंधीदार के रूप में 11.90 प्रतिशत प्रति वर्ष की दर से
28 मई 1998 से प्रत्येक वर्ष 28 नवंबर और 28 मई को दिया जाएगा।

is the registered proprietor of Rupees Fifty Lacs only

Government Stock of the 11.90 per cent. Government Stock, 2007
which will bear interest at 11.90 per cent. per annum, payable
half-yearly from the 28th May 1998 and to be paid on the 28th day of
November and the 28th day of May every year. This security
bears interest from 28th May 2000.

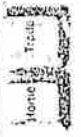
पब्लिक डेब्ट ऑफिस
रिजर्व बैंक ऑफ इंडिया
Public Debt Office
Reserve Bank of India
दिनांक
Date 9 AUG 2007

महानगर, रिजर्व बैंक,
Governor, Reserve Bank of India,
Kamlet J.
मुख्य महासंचालक
Chief General Manager.

राष्ट्रीय न्यायाधीश
NOT TRANSFERABLE BY ENDORSEMENT
राष्ट्रीय न्यायाधीश
NOT TRANSFERABLE BY ENDORSEMENT

यहाँ स्टॉक संबंधी नियमों का उल्लंघन के लिये देय
Not transferable by endorsement of the Certificate
2000 0000 5 700 304 001

Number	Date of Transfer	Name(s) of Transferee(s)	Initials	Signature of Manager / Asst. Gen. Manager
TR 171		The Myanmar Peoples Corp. Branch 60		

 SHARE & GOVT. SECURITY BROKER A Member of Pune Stock Exchange Ltd SEBI REGN NO : INB110624678		PAN NO : AAAC10877B	
Bill No.: EURO/PUNE/12881		Form: B	
Messrs: NAVSARI PEOPLES COOPERATIVE BANK LTD DINDAVAL BHAWAN DINDAVAL CHOWK NEAR GAYANSHALA NAVSARI PIN-273556 Pin: 278856		Date: 02/08/2002	
<i>Bought from you ...</i>		To the cost of Rs. 2,50,00,000 @ 12.36 % = 3,15,204.6	
		at the rate of Rs. 100.25	
		Add Interest from 02/01/2001 To 01/08/2002	
		For 121 Days Rs. 101,354.17 Less Tax @ Rs. 0.30	
		GRAND TOTAL : 2,83,604.17	
REMARK		E & D E	
RUPES TWO MILLION EIGHT HUNDRED THIRTY FOUR THOUSAND SIX HUNDRED FOUR AND SEVENTEEN PAISE ONLY		For Mis Home Trade Ltd	



2845

भारत सरकार
GOVERNMENT OF INDIA
 12-30 प्रतिशत सरकारी षटक, 2016 का वर्ष 2016
INSCRIBED STOCK
 OF THE
 12-30 PER CENT. GOVERNMENT STOCK, 2016

BOOK DEBT CERTIFICATE No. 27-27- OPTMUMBAI
 for Rs. 25000/-

2 जुलाई, 2016 का प्रतिशत
REPAYABLE ON THE 2nd DAY OF JULY, 2016

I hereby certify that National Securities Clearing Corporation Ltd. (Constituent etc.)
 12-30 प्रतिशत सरकारी षटक, 2016 के षटक 12-30 प्रतिशत प्रति वर्ष 2016
 वर्ष के सरकारी षटक के वरीयता हस्ताक्षर हैं जिस पर भारत 12-30 प्रतिशत प्रति वर्ष 2016
 2 जुलाई 1999 से जारी किया गया है प्रत्येक वर्ष 2 नवम्बर और 2 जुलाई को दिया जाएगा।

is the registered proprietor of Rupees Twenty five thousand
only
 Government Stock of the 12-30 per cent. Government Stock, 2016
 which will bear interest at 12-30 per cent. per annum, payable
 half-yearly from the 2nd July 1999 and to be paid on the 2nd day of
 January and the 2nd day of July every year.

Bearing Interest
 From: 2/1/2000 Prakash Gaden
 सचिव, भारतीय रिज़र्व बैंक
 Governor, Reserve Bank of India,

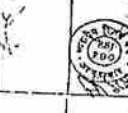
Public Debt Office
 Reserve Bank of India
 मुंबई
 Date: 16 मई 1999
 16 MAY 1999 for Chief General Manager.

87-35
 Not transferable by endorsement

CHIEF JUDICIAL
 CHIEF CLERK
 CHIEF ACCOUNTANT
 CHIEF OFFICER
 CHIEF IN-CHARGE
 CHIEF OF POLICE
 CHIEF OF FIRE
 CHIEF OF HEALTH
 CHIEF OF EDUCATION
 CHIEF OF AGRICULTURE
 CHIEF OF INDUSTRIES
 CHIEF OF COMMERCE
 CHIEF OF TRANSPORT
 CHIEF OF POSTS
 CHIEF OF TELEGRAPH
 CHIEF OF TELEPHONE
 CHIEF OF RAILWAYS
 CHIEF OF AIRWAYS
 CHIEF OF SEAWAYS
 CHIEF OF LANDWAYS
 CHIEF OF AIRWAYS
 CHIEF OF SEAWAYS
 CHIEF OF LANDWAYS

1. The following described Stock (Public Debt) of the Govt. of India Loans registered at the Public Debt Office, Reserve Bank of India, Mumbai, Calcutta, New Delhi, Chennai, Bangalore, Patna, Hyderabad, Nagpur, Raipur, Bhopal, Guwahati, Thiruvananthapuram and Bhubaneswar.
2. Stock Certificates are not negotiable; no endorsement and transfer must be effected by deed. Such transfers are free of stamp duty.
3. A statement of stock transfer sent to the Registrar may be used for the purpose. It must be executed by the proprietor or his attorney and in the latter case, it must be supported by a power of attorney, properly stamped.
4. In the case of sale this Certificate must be transferred either at the Public Debt Office or at the treasury where interest is payable. Where a portion only of the Stock is transferred, the purchaser will receive a Certificate for the amount transferred and the transferor a new Certificate for the balance.
5. No fee is charged on the issue of Stock Certificate except in cases of sub-division. A fee of 25 paise per cent with a maximum of Rs. 10 is payable on the issue of new Stock Certificate issued in respect of sub-division.
6. Stock may be transferred between Mumbai, Calcutta, New Delhi, Chennai, Bangalore, Patna, Hyderabad, Nagpur, Raipur, Bhopal, Guwahati, Thiruvananthapuram and Bhubaneswar by certificate of the Stock Certificate to the Public Debt Office to whose Stock it is desired to be transferred.
7. Interest on Stock is paid on warrants issued by the Public Debt Office, without previous tender of the Stock Certificate and payable at the local office of the Reserve Bank of India, Mumbai, Calcutta, New Delhi, Chennai, Bangalore, Nagpur, Raipur, Bhopal, Guwahati, Thiruvananthapuram and Bhubaneswar. The warrant will, at the request of the holder of the Stock Certificate, be preferred to writing to the Public Debt Office, be made payable at any other office of the Reserve Bank of India or at any branch of the State Bank of India or its Associate conducting treasury business or at any treasury or sub-treasury in India. If the holder so desires, interest will also be realized by Money Order after deducting the tax deduction charges.
8. On the day before the due date of payment of interest, warrants will be sent out by post from the Public Debt Office (Mumbai, Calcutta, New Delhi, Chennai, Bangalore, Patna, Hyderabad, Nagpur, Raipur, Bhopal, Guwahati, Thiruvananthapuram and Bhubaneswar) to the proprietor at his registered address or if a written request to that effect has been filed at the Public Debt Office, to a recognized bank or Agent. (The written request mentioned above must be made in the prescribed form, copies of which may be obtained from the Public Debt Office).
9. The books of the Public Debt Office relating to Stock will be closed for balancing and preparation of interest warrants one month before the date on which interest is due. Any Stock tendered subsequent to the closing day will be transferred "as-warranted".
10. Interest warrants issued by the Public Debt Office before the day on which the books are due to be closed. The instructions given therein will be acted upon until annulled. If interest warrants are not lodged in time, the warrants will be forwarded as soon as possible, but the Public Debt Office will not undertake to post them the day before the warrant is payable.
11. Any change in the address of the proprietor to whom the warrants are sent should be notified at once to the Public Debt Office. Upon receipt of such notification which must contain particulars of the loan, number and amount of Stock Certificate, the Public Debt Office will, after the payment of such interest, the Public Debt Office cannot undertake to record it until

MEMORANDUM OF TRANSFERS

Number	Date of transfer	Name(s) of Transferee(s)	Initials	Signature of Manager / Asst. Gen. Manager
M.T. 1 718 NO 1841 1999	1.6.1999	Strategic Capital Corporation Pvt. Ltd	V	
21 100 18	22.01.2000	LEADING EDGE		
7R 171	1.3.2000	The Bhadrachal Peoples Co-op Bank Ltd		
7R 460	2 JUN 2000	The Newson Peoples Co-op Bank Ltd		

Transaction No. 10

- **Date:** 25/05/2001
- **Details:**
 - **a)** Contract No. 13113: Sold GOI securities of Rs. 3 crore face value for Rs. 3,24,92,916.67 (11.50% GOI 2015) to Home Trade Ltd.
 - **b)** Contract No. 13115: Sold GOI securities of Rs. 3 crore face value for Rs. 3,28,41,250.00 (11.50% GOI 2010) to Home Trade Ltd.
 - **c)** Contract No. 13117: Sold GOI securities of Rs. 2.50 crore face value for Rs. 2,80,84,166.67 (11.40% GOI 2008) to Home Trade Ltd.
 - **d)** Contract No. 13119: Sold GOI securities of Rs. 3.25 crore face value for Rs. 3,64,19,743.75 (11.43% GOI 2015) to Home Trade Ltd.
 - **Contract No. 13121:** Purchased GOI securities of Rs. 2.50 crore face value for Rs. 2,56,27,638.89 (10.70% GOI 2020) from Home Trade Ltd.
 - **Contract No. 13123:** Purchased GOI securities of Rs. 5 crore face value for Rs. 5,06,77,391.11 (10.45% GOI 2018) from Home Trade Ltd.

- o **Contract No. 13125:** Purchased GOI securities of Rs. 5 crore face value for Rs. 5,22,87,333.33 (10.47% GOI 2015) from Home Trade Ltd.
- o **Difference Amount:** Rs. 12, 45,743.76 received from Home Trade Ltd. via Janata Sahakari Bank, Pune, and cheque no. 923001 dated 25/05/2001, credited to Navsari People's Co-operative Bank Ltd.'s account at HDFC Bank.
- **Status:** Contract note for purchase and sale available; zerox of physical security for purchase in Home Trade's name; zerox of physical security for sale available (11.43% GOI 2015, Rs. 2.50 crore face value in bank's name; Rs. 75 lakh in Home Trade's name); zerox of adjustment letter, cheque of the net difference of consideration, and bank certificate of clearing of the cheque available.

Transaction No. 11

- **Date:** 14/08/2001
- **Details:**
 - a) Contract No. 6699: Sold GOI securities of Rs. 1.25 crore face value for Rs. 1,39,85,718.75 (11.43% GOI 2015) to Home Trade Ltd.
 - b) Contract No. 6667: Sold GOI securities of Rs. 25 lakh face value for Rs. 28,83,784.72 (11.50% GOI 2011) to Home Trade Ltd.
 - c) Contract No. 6665: Sold GOI securities of Rs. 25 lakh face value for Rs. 28,83,784.72 (11.50% GOI 2011) to Home Trade Ltd.
 - d) Contract No. 6671: Sold GOI securities of Rs. 75 lakh face value for Rs. 82,18,556.25 (10.71% GOI 2016) to Home Trade Ltd.
 - **Contract No. 6675:** Purchased GOI securities of Rs. 3 crore face value for Rs. 3,11,74,166.60 (10.25% GOI 2021) from Home Trade Ltd.
 - **Contract No. 6673:** Purchased GOI securities of Rs. 3 crore face value for Rs. 3,02,83,508.33 (10.03% GOI 2019) from Home Trade Ltd.

- o **Difference Amount:** Paid Rs. 3,34,85,830.56 to Home Trade Ltd. via Punjab National Bank drafts nos. 383102, 383103, 383104 (Rs. 9 lakh, 9 lakh, 7 lakh) and UTI Bank cheque no. 040853 (Rs. 3,09,85,830.56).

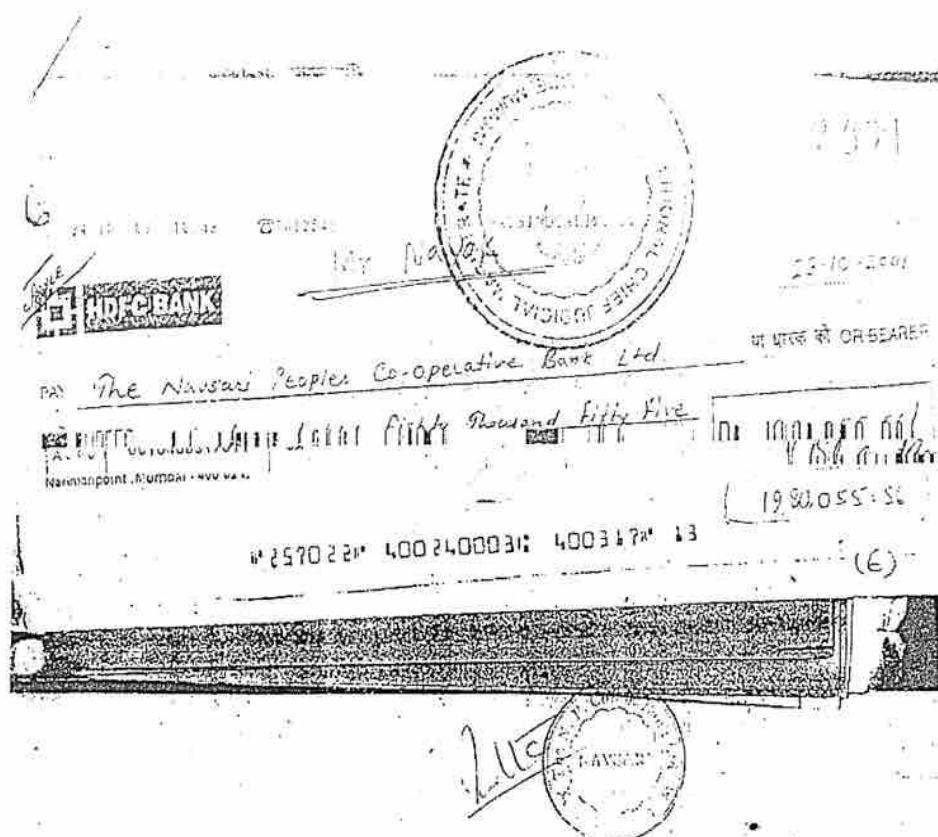
Status: Contract note for purchase and sale available; zerox of physical security for 11.50% GOI 2011 (Rs. 25 lakh) available; zerox of physical security for 11.43% GOI 2015 (Rs. 1.25 crore) in Home Trade's name; no zerox for 10.71% GOI 2016 (Rs. 75 lakh); zerox of adjustment letter, cheque/draft, and bank certificate available.

Transaction No. 13

- **Date:** 17/10/2001
- **Details:**
 - **Contract No. 6809:** Sold GOI securities of Rs. 5 crore face value for Rs. 5,22,07,416.67 (9.39% GOI 2011) to Home Trade Ltd.
 - **Contract No. 2015:** Purchased GOI securities of Rs. 5 crore face value for Rs. 5,02,27,361.11 (9.85% GOI 2015) from Home Trade Ltd.
 - **Difference Amount:** Rs. 19,80,055.56 received from Home Trade Ltd. via HDFC Bank cheque no. 257022 dated 23/10/2001, credited to Navsari People's Co-operative Bank Ltd.'s account at HDFC Bank.
- **Status:** Contract note for purchase and sale available; no zerox of physical security; zerox of adjustment letter, cheque, and bank certificate available.

$\langle \frac{1}{2}, \frac{1}{2} \rangle$ 

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Date: 17th October 2001To,
The Navsari Peoples Co-operative Bank Ltd.
Navsari

Kind Attn: Mr. Dharamdas Arvindlal Patel

Dear Sir,

This is to inform you about the various transactions done at our Home Office
18/10/2001Home Trade to Sell

Sr. No.	Scrip Name	Contract No.	Face Value	Total Considerations
1	9.85% GOI 2015	0811	5,00,00,000.00	5,02,27,361.11
	A		Total Receivable	5,02,27,361.11

Home Trade to Buy

Sr. No.	Scrip Name	Contract No.	Face Value	Total Considerations
1	9.35% GOI 2011	0509	5,00,00,000.00	5,22,07,416.67
	B		Total Payable	5,22,07,416.67

(B) Net Payable : Rs. 5,22,07,416.67

(A) Net Receivable : Rs. 5,02,27,361.11

(B-A) Difference Payable By Us : Rs. 19,80,055.56

Kindly confirm the above deal.

Thanking You,

Yours Truly,
For Home Trade Ltd.

Authorized Signatory

Home Trade Ltd.
Towers A, 3rd Floor,
Vasthly Swami Complex,
Navi Mumbai - 400 720
Tel: (01-22) 781 2241 ex
Fax: (01-22) 781 2248

This contract is made subject to the Rules, Bye-Laws and Regulations and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

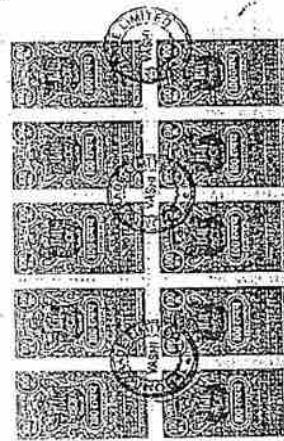
In the event of any claim (whether admitted or not) difference or dispute arising between you and member out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and member that all claims (whether admitted or not) differences and dispute arising out of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date prior or subsequent to the date of this contract) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY

Member of National Stock Exchange of India Ltd. Bombay

FOR HOME TRADE ONLY
IN 100% CASH 100% CASH



This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us that all claims (whether admitted or not), differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

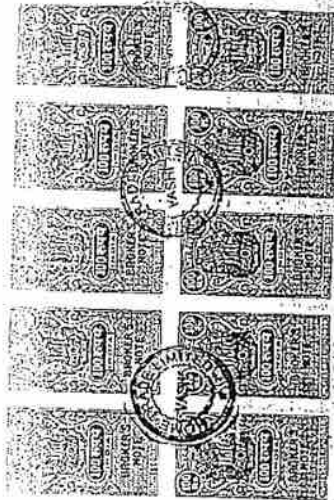
BOMBAY

Yours faithfully

Member of National Stock Exchange of India Ltd. Bombay

FOR HOME TRADE LIMITED

Signature



Transaction No. 14

- **Date:** 05/11/2001
- **Details:**
 - a) Contract No. 6879: Sold GOI securities of Rs. 3 crore face value for Rs. 3,23,75,683.33 (10.03% GOI 2019) to Home Trade Ltd.
 - b) Contract No. 6881: Sold GOI securities of Rs. 5 crore face value for Rs. 5,36,76,611.11 (10.18% GOI 2026) to Home Trade Ltd.
 - c) Contract No. 6877: Sold GOI securities of Rs. 5 crore face value for Rs. 5,37,44,375.00 (9.45% GOI 2015) to Home Trade Ltd.
 - d) Contract No. 6875: Sold GOI securities of Rs. 3 crore face value for Rs. 3,34,02,291.67 (10.25% GOI 2021) to Home Trade Ltd.
 - e) Contract No. 6883: Sold GOI securities of Rs. 5 crore face value for Rs. 5,31,84,444.44 (9.40% GOI 2012) to Home Trade Ltd.
 - **Contract No. 6885:** Purchased GOI securities of Rs. 1.60 crore face value for Rs. 1,72,34,706.67 (9.39% GOI 2011) from Home Trade Ltd.
 - **Contract No. 6889:** Purchased GOI securities of Rs. 5 crore face value for Rs. 5,40,79,166.67 (10.50% GOI 2014) from Home Trade Ltd.

- **Contract No. 6887:** Purchased GOI securities of Rs. 5 crore face value for Rs. 5,66,68,055.56 (12.50% GOI 2004) from Home Trade Ltd.
- **Contract No. 6893:** Purchased GOI securities of Rs. 5 crore face value for Rs. 5,70,97,222.22 (11.50% GOI 2005) from Home Trade Ltd.
- **Contract No. 6891:** Purchased GOI securities of Rs. 3 crore face value for Rs. 3,64,89,166.67 (11.50% GOI 2011) from Home Trade Ltd.
- **Difference Amount:** Rs. 48,15,087.76 received from Home Trade Ltd. via HDFC Bank cheque no. 257072 dated 13/11/2001, credited to the bank's account.

Status: Contract note for purchase and sale available; no zerox of physical security; zerox of adjustment letter, cheque, and bank certificate available.

Transaction No. 15

- **Date:** 28/11/2001
- **Details:**
 - **Contract No. 6899:** Sold GOI securities of Rs. 5 crore face value for Rs. 5,75,15,277.78 (12.50% GOI 2004) to Home Trade Ltd.
 - **Contract No. 6901:** Purchased GOI securities of Rs. 5.40 crore face value for Rs. 6,12,56,835.00 (9.39% GOI 2011) from Home Trade Ltd.
 - **Difference Amount:** Paid Rs. 37,41,557.22 to Home Trade Ltd. via HDFC Bank cheque no. 573236 (Rs. 15,00,000) and Punjab National Bank drafts nos. 652749, 652750, 652751 (Rs. 9 lakh, 9 lakh, 4,41,557.00) dated 05/12/2001.

Transaction No. 16

- **Date:** 19/03/2002
- **Details:**
 - **a)** Contract No. 7395: Sold GOI securities of Rs. 5 crore face value for Rs. 6,33,06,250.00 (10.50% GOI 2014) to Home Trade Ltd.
 - **b)** Contract No. 7397: Sold GOI securities of Rs. 7 crore face value for Rs. 8,08,74,150.00 (9.39% GOI 2011) to Home Trade Ltd.
 - **c)** Contract No. 7405: Sold GOI securities of Rs. 3 crore face value for Rs. 3,83,81,250.00 (11.50% GOI 2011) to Home Trade Ltd.
 - **d)** Contract No. 7411: Sold GOI securities of Rs. 5 crore face value for Rs. 6,56,50,694.44 (11.50% GOI 2015) to Home Trade Ltd.
 - **Contract No. 7453:** Purchased GOI securities of Rs. 3.50 crore face value for Rs. 3,56,49,979.17 (8.07% GOI 2017) from Home Trade Ltd.
 - **Contract No. 7413:** Purchased GOI securities of Rs. 5 crore face value for Rs. 5,09,28,541.67 (8.07% GOI 2017) from Home Trade Ltd.
 - **Contract No. 7455:** Purchased GOI securities of Rs. 10 lakh face value for Rs. 10,18,570.83 (8.00% GOI 2017) from

Home Trade Ltd.

- **Contract No. 7401:** Purchased GOI securities of Rs. 10 crore face value for Rs. 10,18,57,083.33 (8.07% GOI 2017) from Home Trade Ltd.
- **Contract No. 7399:** Purchased GOI securities of Rs. 5 crore face value for Rs. 5,81,98,750.00 (9.81% GOI 2017) from Home Trade Ltd.
- **Difference Amount:** Rs. 5,59,419.44 received from Home Trade Ltd. via HDFC Bank cheque no. 984100 dated 19/03/2002, credited to Navsari People's Co-operative Bank Ltd.'s current account at HDFC Bank, Surat.
- **Status:** Contract note for purchase and sale available; zerox of adjustment letter of Home Trade, cheque of net difference of consideration, and bank certificate of clearing cheque available.

THE NAVSARI PEOPLE'S CO-OP. BANK LTD.
Din Dayal Bhavan, Din Dayal Chowk, Opp. Gayan Shala, Near
Tower, Navsari-396445.
Phone: Office Manager: 57764,
Bank: 57209, 57210, 53899, 53475

To,
The Inspector,
Navsari Town Police Station,
Navsari

Subject: Details of transactions involving government securities between Navsari People's Co. Op. Bank Ltd. and Home Trade Ltd., where physical possession was received by the bank and sold to Home Trade Ltd.

Respected Sir;

On behalf of Navsari People's Co. Op. Bank Ltd., in reference to the above subject, we inform you that a total of 16 transactions involving the purchase and sale of government securities were conducted with Home Trade Ltd., Mumbai, from 30/12/1999 to 19/03/2002. The details of government securities, for which physical possession was received by the bank and subsequently sold to Home Trade Ltd., are enclosed in the attached statement.

Yours faithfully,

On behalf of Navsari People's Co. Op. Bank Ltd.,
Manager

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[Faint circular stamp]

2007-2008

THE NAVSARI PEOPLE'S
CO-OPERATIVE BANK LTD.

Dindayal Bhavan, Dindayal Chawk, Opp. Gayan Shaha, Dhobiwad,
Navsari.

Ref. 6117

Date: 06/09/2002

To,
The Police Inspector,
Navsari Police Station, Navsari.

Subject: 1) Details of the authorized signatories from the contract note
and other letters written by Home Trade Ltd. to Navsari
People's Co-op. Bank Ltd.

2) List of names and addresses of the banks in Mumbai with
which Home Trade Ltd. conducts transactions.

Sir,

With respect to the above subject, the contract note and other
correspondence sent by Home Trade Ltd. to Navsari People's Co-op. Bank
Ltd. have been signed by authorized signatories on behalf of Home Trade
Ltd. A list of these signatories is included in the attached letter.

Furthermore, a list of the names and addresses of the banks in
Mumbai where Home Trade Ltd. holds accounts is also included with this.

Yours faithfully,
Manager,
Navsari People's Co-op. Bank Ltd.

Sr. No.	Transacti on No.	Date	Contract No.	Detail of who signed the contract note or other papers
1	1	30 - 12 - 1999	6224	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the Initial of Kanan Mewavala.
2	2	17 - 02 - 2000	6237	Signature of D. Aalduva on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
3	2	16 - 02 - 2000	6237	Signature of D. Aalduva on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
4	2	16 - 02 - 2000	6237	Signature of D. Aalduva on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
5	2	14 - 04 - 1999	Signature of Ketan sheth & Co., attested letter	Sample of signature of Bina Sanghavi, Ketan Sheth and Pratik Bhatnagar attested.
6	2	11 - 10 - 1999	Letter of Euro Asian	Signature of Kanan Mewavala on behalf of Euro Asian Securities
7	3	23 - 02 - 2000	Payment Adjustment Letter	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
8	3	22 - 02 - 2000	6245	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
9	3	22 - 02 - 2000	6243	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.

10	3	22 - 02 - 2000	6241	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
11	4	16 - 03 - 2000	Covering letter interest payment	Signature of Sanjay Agrawal on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
12	4	14 - 03 - 2000	6289	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
13	4	14 - 03 - 2000	6287	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
14	5	19 - 09 - 2000	Payment adjustment letter	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
15	5	21 - 09 - 2000	10403	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
16	5	21 - 09 - 2000	10410	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
17	5	21 - 09 - 2000	10393	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
18	5	21 - 09 - 2000	10391	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
19	5	21 - 09 - 2000	10389	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
20	6	4 - 12 - 2000	Unreadable	Signature of Sanjay Agrawal on behalf of Home

				Trade Ltd., and the initial of Kanan Mewavala.
21	6	03 - 05 - 2001	Covering Letter of Home Trade, Contract No. 11151	Signature of Ketan Mashkariya on behalf of Home Trade Ltd.
22	6	22 - 06 - 2001	Covering Letter of Home Trade, Contract No. 11151	Signature of Ketan Mashkariya on behalf of Home Trade Ltd.
23	6	22 - 06 - 2001	Covering Letter of Home Trade, Contract No. 11151 with the transfer form	Signature of Sanjay Agrawal on behalf of Home Trade Ltd., and attested by Reserve Bank, Mumbai.
24	6	01 - 12 - 2000	11153	Signature of Sanjay Agrawal for Home Trade Ltd., and initial of Ketan Mashkariya.
25	6	01 - 12 - 2000	11159	Signature of Sanjay Agrawal for Home Trade Ltd., and initial of Ketan Mashkariya.
26	7	20 - 02 - 2001	12091	Signature of Sanjay Agrawal for Home Trade Ltd., and initial of Ketan Mashkariya.
27	8	12 - 04 - 2001	12753	Signature of Subodh Bhandari for Home Trade Ltd., and the initial of Kanan Mewavala.
28	8	15 - 05 - 2001	Covering letter of Home	Signature of Ketan Mashkariya for Home Trade Ltd.

			Trade, Contract No. 12753	
29	8	15-05-2001	Covering letter of Home Trade, Contract No. 12753	Signature of Nandkishor Trivedi for Home Trade Ltd., and attested by Reserve Bank, Mumbai.
30	9	02-05-2001	Adjustment letter	Signature of Sanjay Agrawal for Home Trade Ltd., and the initial of Kanan Mewavala.
31	9	02-05-2001	12885	Signature of Sanjay Agrawal for Home Trade Ltd., and the initial of Kanan Mewavala.
32	9	02-05-2001	12883	Signature of Sanjay Agrawal for Home Trade Ltd., and the initial of Kanan Mewavala.
33	9	02-05-2001	12881	Signature of Sanjay Agrawal for Home Trade Ltd., and the initial of Kanan Mewavala.
34	10	25-05-2001	Photocopy of Cheque No. 923001 of Janata Sahakari Bank Ltd., Pune.	Signature of Subodh Bhandari for Home Trade Ltd.
35	10	25-05-2001	Adjustment letter	Signature of Sobodh Bhandari for Home Trade Ltd., and the initial of Kanan Mewavala.
36	10	25-05-2001	13121	Signature of Sobodh Bhandari for Home Trade Ltd., and the initial of Kanan Mewavala.
37	10	28-08-2001	Covering letter of	Signature of Ketan Mashkariya for Home

			Home Trade. Contract No. 13121	Trade Ltd.
38	10	10 - 10 - 2001	Covering letter of Home Trade, Contract No. 13121	Signature of Ketan Mashkariya for Home Trade Ltd.
39	10	25 - 05 - 2001	13123	Signature of Sobodh Bhandari for Home Trade Ltd.
40	10	05 - 09 - 2001	13123	Signature of Ketan Mashkariya for Home Trade Ltd.
41	10	25 - 05 - 2001	13125	Signature of Sobodh Bhandari for Home Trade Ltd., and the initial of Kanan Mewavala.
42	10	15 - 06 - 2001	Covering letter of Home Trade Ltd., contract no. 13125	Signature of Ketan Mashkariya for Home Trade Ltd.
43	10	11 - 07 - 2001	Covering letter of Home Trade Ltd., and contract no. 13125	Signature of Ketan Mashkariya for Home Trade Ltd.
44	10	25 - 05 - 2001	13113	Signature of Sobodh Bhandari for Home Trade Ltd., and the initial of Kanan Mewavala.
45	10	25 - 05 - 2001	13117	Signature of Sobodh Bhandari for Home Trade Ltd., and the initial of Kanan Mewavala.
46	10	25 - 05 - 2001	13117	Signature of Sobodh

				Bhandari for Home Trade Ltd., and the initial of Kanan Mewavala.
47	10	25 - 05 - 2001	13119	Signature of Sobodh Bhandari for Home Trade Ltd., and the initial of Kanan Mewavala.
48	10	22 - 06 - 2001	Covering letter of Home Trade Ltd., Contract No. 11151	Signature of Ketan Mashkariya for Home Trade Ltd.
49	10	22 - 06 - 2001	Covering letter of Home Trade Ltd., contract no. 11151	Signature of Sanjay Agrawal for Home Trade Ltd. As the transferor, and it has been attested by Reserve Bank, Mumbai.
50	10	03 - 05 - 2001	Covering letter of Home Trade Ltd., contract no. 11151	Signature of Ketan Mashkariya for Home Trade Ltd.
51	11	14 - 08 - 2001	Adjustment letter	Signature of Sobodh Bhandari for Home Trade Ltd., and the initial of Kanan Mewavala.
52	11	14 - 08 - 2001	6675	Signature of Sobodh Bhandari for Home Trade Ltd., and the initial of Kanan Mewavala.
53	11	14 - 08 - 2001	6673	Signature of Sobodh Bhandari for Home Trade Ltd., and the initial of Kanan Mewavala.
54	11	14 - 08 - 2001	6679	Signature of Sobodh Bhandari for Home Trade Ltd., and the initial of Kanan Mewavala.
55	11	14 - 08 - 2001	6667	Signature of Sobodh

				Bhandari for Home Trade Ltd., and the initial of Kanan Mewavala.
56	11	14-08-2001	6665	Signature of Sobodh Bhandari for Home Trade Ltd., and the initial of Kanan Mewavala.
57	11	14-08-2001	6671	Signature of Sobodh Bhandari for Home Trade Ltd., and the initial of Kanan Mewavala.
58	12	19-09-2001	Adjustment letter	Signature of Sanjay Agrawal for Home Trade Ltd., and the initial of Kanan Mewavala.
59	12	19-09-2001	6772	Signature of Sanjay Agrawal for Home Trade Ltd., and the initial of Kanan Mewavala.
60	12	19-09-2001	Unreadable	Signature of Sanjay Agrawal for Home Trade Ltd., and the initial of Kanan Mewavala.
61	12	19-09-2001	6769	Signature of Sanjay Agrawal for Home Trade Ltd., and the initial of Kanan Mewavala.
62	12	19-09-2001	6765	Signature of Sanjay Agrawal for Home Trade Ltd., and the initial of Kanan Mewavala.
63	12	19-09-2001	6767	Signature of Sanjay Agrawal for Home Trade Ltd., and the initial of Kanan Mewavala.
64	12	19-09-2001	6763	Signature of Sanjay Agrawal for Home Trade Ltd., and the initial of Kanan Mewavala.
65	12	19-09-2001	6761	Signature of Sanjay Agrawal for Home Trade Ltd., and the initial of

				Kanan Mewavala.
66	13	17 - 10 - 2001	Adjustment letter	Signature of Sanjay Agrawal for Home Trade Ltd., and the initial of Kanan Mewavala.
67	13	17 - 10 - 2001	6711	Signature of Sanjay Agrawal for Home Trade Ltd., and the initial of Kanan Mewavala.
68	13	17 - 10 - 2001	809	Signature of Sanjay Agrawal for Home Trade Ltd., and the initial of Kanan Mewavala.
69	14	13 - 11 - 2001	Photocopy of cheque no. 257072 of HDFC	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
70	14	05 - 11 - 2001	Adjustment letter	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
71	14	05 - 11 - 2001	6885	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
72	14	05 - 11 - 2001	6889	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
73	14	05 - 11 - 2001	6887	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
74	14	05 - 11 - 2001	6893	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
75	14	05 - 11 - 2001	6891	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
76	14	05 - 11 - 2001	6879	Signature of Nandkishor

				Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
77	14	05 - 11 - 2001	6881	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
78	14	05 - 11 - 2001	6877	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
79	14	05 - 11 - 2001	6875	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
80	14	05 - 11 - 2001	68??	Signature of Nandkishor Trivedi on behalf of Home Trade Ltd., and the initial of Kanan Mewavala.
81	15	03 - 12 - 2002	6901	Signature of Subodh Bhandari for Home Trade Ltd, and initial of Kanana Mewavala.
82	15	03 - 12 - 2002	6899	Signature of Subodh Bhandari for Home Trade Ltd.
83	16	19 - 03 - 2002	Photocopy of Cheque No. 984100 of HDFC given by Home Trade	Signature of Subodh Bhandari for Home Trade Ltd.
84	16	19 - 03 - 2002	Adjustment letter	Signature of Subodh Bhandari for Home Trade Ltd., and initial of Kanan Mewavala.
85	16	19 - 03 - 2002	7453	Signature of Subodh Bhandari for Home Trade Ltd., and initial of Kanan Mewavala.
86	16	19 - 03 - 2002	7413	Signature of Subodh

				Bhandari for Home Trade Ltd., and initial of Kanan Mewavala.
87	16	19 - 03 - 2002	7455	Signature of Subodh Bhandari for Home Trade Ltd., and initial of Kanan Mewavala.
88	16	19 - 03 - 2002	7401	Signature of Subodh Bhandari for Home Trade Ltd., and initial of Kanan Mewavala.
89	16	19 - 03 - 2002	7399	Signature of Subodh Bhandari for Home Trade Ltd., and initial of Kanan Mewavala.
90	16	19 - 03 - 2002	7395	Signature of Subodh Bhandari for Home Trade Ltd., and initial of Kanan Mewavala.
91	16	19 - 03 - 2002	7397	Signature of Subodh Bhandari for Home Trade Ltd., and initial of Kanan Mewavala.
92	16	19 - 03 - 2002	7405	Signature of Subodh Bhandari for Home Trade Ltd., and initial of Kanan Mewavala.
93	16	19 - 03 - 2002	7411	Signature of Subodh Bhandari for Home Trade Ltd., and initial of Kanan Mewavala.

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To,
The Manager
HDFC Bank Ltd.
101, 104 Tulsiani Chambers,
F.P. Marg,
Nariman Point.

To,
The Manager
HDFC Bank Ltd.
169, Roman House,
Backbay, Reclamation
Mumbai 400 020

To,
The Manager
ICICI Bank Ltd.
Nariman Point
Mumbai

To,
The Manager
UTI Bank Ltd.
Universal Insurance Bldg.
Ground Floor, Sir P.M. Road,
Fort, Mumbai

To,
The Manager
Janata Sahakari Bank
Ltd.
Botawala Bldg.
Alokesh Dinesh Mody Marg,
Fort, Mumbai

To,
The Manager
Indusind Bank Ltd.
Hoechst House,
Nariman Point
Mumbai

To,
The Manager
Bank of India
Stock Exchange Branch
Mumbai

To,
The Manager
Capital Market Branch
Fort
Mumbai

THE NAVSARI PEOPLE'S CO-OP. BANK LTD. NAVSARI

MANAGER



Page: 1

Date: 06/09/2002

My name is Hitendrabhai Shankarbhai Desai, Hindu by caste, aged 37, engaged in business, residing at 48 Patel Nagar Society, Chhapra Road, phone number 58641, and office numbers 93152, 58912.

Upon inquiry, I state that I reside at the aforementioned address and run a cold storage business located at Dholapipala Four Roads. The name of this cold storage is Purna Drojan Kudam Pvt. Ltd., which was started in August 1999. I have been the chairman of this cold storage since its inception, and it has two directors. One is Shri Mafatbhai Motibhai Purohit, who is also the Vice Chairman of Navsari People's Co-operative Bank. The other director is Ramesh bhai Savjibhai Bamrolia. I own 35 to 40 vighas of agricultural land, registered jointly in the names of my mother, Smt. Gangaben Shankarbhai Desai, and my uncle, Shri Parsottambhai Nathubhai Desai, who is now deceased. His son, Shri Hasmukhbhai Parsottambhai Desai, is also included in the joint ownership. Currently, my uncle and I live in a joint family. I studied up to Standard 12 in the first batch but discontinued my studies at Sanskar Bharati, Navsari. My education from Standard 1 to 10 was completed at Sanskar Bharati School.

I hold ten shares of Rs. 100 each in Navsari People's Co-operative Bank Ltd., located at Dinadayal Bhavan, Dinadayal Road, near the village school, where its head office is situated. Since 1996-97, I have been a director at Navsari People's Co-operative Bank. From 5/10/1999, I have been working in the Investment Committee and continue to do so. On 5/10/1999, the Investment Committee included me, Chairman Thakorabhai

Desai, and Manager Govindbhai M. Desai. Currently, the Investment Committee comprises me, Chairman Thakorbhai Desai, Mohanbhai Uttambhai Gandhi, Manager Bhanuprasad M. Suthar, and Assistant Manager Arvindbhai Soni.

The bank's process for investing in government securities is as follows: First, an officer informs us about securities available for sale or purchase. Based on this, I, on behalf of the Investment Committee, discuss with the securities broker in Mumbai via telephone or mobile to ensure the bank benefits, as decided by the Investment Committee.

On 25/05/2001, Ketanbhai Seth visited Navsari People's Co-operative Bank and met with Investment Committee members in Chairman Shri Thakorbhai Desai's chamber. Internal Auditor Shri Vinodbhai Desai was also present. Ketanbhai Seth, a resident of Mumbai and a director of Home Trade Ltd., discussed conducting financial transactions with Home Trade Ltd. for government securities to benefit the bank. I have known him since that meeting and have spoken to him over the phone thereafter.

Navsari People's Co-operative Bank Ltd. conducted a total of sixteen government securities purchase and sale transactions with Home Trade Ltd. on the following dates: 30/12/1999, 16/02/2000, 22/02/2000, 14/03/2000, 20/09/2000, 01/12/2000, 20/12/2000, 12/04/2001, 02/05/2001, 25/05/2001, 14/08/2001, 19/09/2001, 17/10/2001, 05/11/2001, and 19/03/2002. In the final transaction on 19/03/2002, Home Trade Ltd. sent only a contract note. For the securities we sold, we did not receive physical possession of government securities worth Rs. 24, 76, 52,925/- in exchange. Instead, we received a cheque from HDFC Bank, number 984100, dated 19/03/2002, for the difference amount of Rs. 5,

59,419.44, which was deposited in the bank.

My mobile number is 9825139152, registered in my company's name, and I have had it for the last two years. Regarding the purchase and sale of government securities with Home Trade, Ketanbhai Seth and the bank's manager initially discussed the transactions. Based on the potential benefit to the bank, the manager informed the Chairman and me, and decisions were made in the Investment Committee as per newspaper rates and guidelines provided by Ketanbhai Seth. Instructions were given to the manager, and I, the Chairman, or Manager Dhirubhai finalized the securities transactions over telephone or mobile with Home Trade Ltd., Bina Sanghvi, and Kanan Mewawala.

In the transaction with Home Trade Ltd. on 19/03/2002, after selling government securities, we did not receive physical possession of securities worth Rs. 24,76,52,925/- in exchange, only a contract note and a cheque for the difference. The bank wrote a letter to Home Trade Ltd. to obtain physical possession, but it was not provided. Consequently, a complaint was filed at Navsari Town Police Station against Home Trade Ltd.'s officials and directors. In prior transactions, Home Trade Ltd. had regularly sent the difference amount, which led to trust in them. Upon investigation, we realized that even in some earlier transactions, physical possession of government securities was not received, though the difference amount was regularly paid to the bank. Despite not receiving physical possession, the bank sold government securities, unaware that selling without physical possession was against regulations.

As per Reserve Bank of India regulations, Navsari People's Co-operative Bank opened an SGL account in August 2001. However, at that

time, the bank did not have physical possession of government securities, so no transactions were made through the SGL account.

There was no commission system for government securities transactions with Home Trade Ltd.; the consideration value was included in the transaction amount, so no separate commission was involved.

The Reserve Bank of India filed a complaint in Navsari Court against Navsari People's Co-operative Bank's directors and Chairman for violating the Banking Regulation Act due to administrative errors, but I am not at fault.

Officials from the Registrar of Co-operative Banks, Gandhinagar, and the Reserve Bank of India, Ahmedabad, inspected Navsari People's Co-operative Bank. Their report criticized the bank's administration for not conducting securities transactions through the SGL account, but these were administrative errors, and I am not at fault.

During 2001-2002, no internal auditor was appointed, so no internal audit was conducted. Home Trade Ltd.'s directors misappropriated Rs. 24, 76, 52,925/-, but I am not at fault. Home Trade Ltd. gained the bank's trust and conspired to commit this act, and I bear no responsibility.

The above fact stated by me is true and correct.

Before,
Sd/- Illegible
Police Sub Inspector
Navsari Town Police Station

Date: 23/08/2002

My name is Dhirubhai Manibhai Nayak, aged 54, occupation: Retired, Res. Surat. 14/B, Purnima Society, near Khetivadi Farm, Ghod Dod Road, Surat-7, Phone No. 3220 220 ®.

On being asked, I state that I reside at the above mentioned address with my family and at present I am living a retired life. Earlier, I had got recruited as the clerk in the year 1970 in Central Bank, Navsari and I had discharged my duty in Central Bank of India, Navsari for eight years and then, I was given the promotion and officer and I was transferred to Ahmedabad in the year 1978 in Central Bank of India, Ahmedabad and in February, 1982, I discharged my duty in Central Bank, Paldi. Thereafter, I was transferred to Surat Regional Office where I discharged my duty for one year. Thereafter, I was transferred to Navsari Central Bank and I discharged my duty in Navsari Central Bank for one year and in the year 1984, I was transferred to Dandoli (Undhna) where I discharged my duty as the branch manager for 2.5 years. In the year 1987, I was transferred to the regional office of our bank located at Nanpura, Surat. I discharged my duty there till the year 1991. Thereafter, in October 1991, I received the promotion and I was transferred to our branch located at S. M. Road, Ahmedabad, where I discharged my duty as the branch manager till the year 1995 and thereafter, in the year 1995, I was transferred to Ghod Dod Road Branch, Surat in Central Bank where I discharged my duty as class-2 officer till the year 1999. In the month of May of 1999, I was transferred to Central Bank, Navsari, near tower, in the main branch where I discharged my duty till June-2001. On 30/06/2001, I retired from the

Central Bank of India, Navsari main branch. On 02/07/2001, I had joined the duty as the manager in Navsari People's Co. Op. Bank Ltd and at that time, my salary was Rs. 12,500/-. Thereafter, on 11/08/2001, I was appointed as the General Manager in Navsari People's Co. Op. Bank Ltd. I had taken the charge of the general manager from my previous general manager Mr. Yashvantraai Gulabbhai Desai. As the general manager, my duty was to do the work related to the financial transactions in the bank, regulation, and supervision and the administration work as per the order of the directors of the board and the chairman of Navsari People's Co. Op. Bank Ltd.

Today, today, you sir have informed me about the complaint filed by Mr. Bhanuprasad Harishankar Suthar, Res. 304, Dhruv Apartment, near Vijay Park Society, Opp. Lunsikui, Navsari, the manager of Navsari People's Co. Op. Bank Ltd with Navsari Town Police Station against Ketan Sheth and other 12 accused under IPC section 406, 409, 420, 425, 422, 423, 120B, 34. As per the complaint, the directors and the administrators of Home Trade Ltd committed fraud and cheating of Rs. 24,76, 52,925/- and you have given me the copies of the said complaint and the documents produced with it and I read the said documents and I became aware and familiar with the fact of the case and I state that during the period from 11/08/2001 to date 10/02/2002 when I was the general manager, prior to me and during the period from the year 1997 to the year 1999, Ketan Sheth and Company had purchased different government securities and regarding the purchase of the government securities, Ketan Sheth and company and we i.e. Navsari People's Co. Op. Bank Ltd had completed our mutual responsibilities. On perusal of the complaint, I state that serial no. 1, the scrip name in which 10.50% GOI 2014, whose face value is Rs. 5,00,00,000/-, and the bank purchased it on 13/11/2001.

Besides, serial no. 2 scrip name in which 9.39% GOI 2015 whose face value is Rs. 7,00,00,000/-. They were purchased in two lots. In the first lot, Rs. 1,60,00,000/-, and in the second lot, Rs. 1,40,00,000/- which were purchased on dated 13/11/2001 and dated 03/12/2001 respectively. Serial no. 3 scrip name in which 11.50% GOI 2011 has been written and its face value is Rs. 3,00,00,000/-, and it was purchased on 13/11/2001, and at serial no. 4 scrip name 11.50%, GOI, 2015, whose face value is Rs. 5,00,00,000/-, and it was purchased on 13/11/2001. We had purchased the said securities owned by Home Trade Ltd. It was transferred in the name of Home Trade Ltd. Thereafter, on the date – which I cannot recall exactly at present, but the investment committee in which I was a member and the chairman MR. Thakorbhai Desai and the director Mr. Hitendrabhai S. Desai and the directors Mr. Mohanlal U. Gandhi were also the members of the investment committee. As decided by the investment committee, as per the instruction given to me by the chairman Mr. T. M. Desai sir, Serial No. 1, 10.50%, GOI 2014 whose contract no. 7395 and its face value is Rs. 5,00,00,000/-, whose consideration value is Rs. 6,33,06,250/- and serial no. 2 Scrip Name 9395 GOI 2011 whose contract no. 7397 whose face value is Rs. 7,00,00,000/-, and whose consideration amount is Rs. 8,08,74,150/-, and Serial No. 3 scrip name – 11.50% GOI 2011 whose contract no. 7405, and whose face value is Rs. 300,00,000/- and the consideration amount Rs. 3,83,81,250/-, and Serial No. 4 scrip name 11.50% GOI 2015 contract no. 7411 whose face value is Rs. 5,00,00,000/- and its consideration is Rs. 6,56,50,694.44, whose total is Rs. 24,82,12,344.44/- and it was decided to sell it to Home Trade Ltd and against it, it was decided in the investment committee to purchase the securities mentioned at – Serial no. 1 scrip Name – 08.07% GOI 2017 contract no. 7453, and its face value is Rs. 3,50,00,000/-, and its total consideration is Rs. 3,56,48,976.17 and at Serial

No. 2, the scrip name is 08.07% GOI 2017, the contract no 7413, face value Rs. 5,00,00,000/- and the consideration is Rs. 5,09,28,541.67, and at Serial No. 3, scrip name is 08.07% GOI 2017, contract no. 7455, face value is 10,00,000/-, and the consideration is 10,18,570.33, and at serial no. 4, the scrip name is 08.07% GOI 2017, contract no is 7401, the face value is 10,00,00,000.00/-, and the consideration is 10,18,57,083.33, at serial no. 5, the scrip name is 09.81% GOI 2013A whose contract no is 7399, and its face value is 5,00,00,000.00 and the consideration is 5,81,98,750.00, and total consideration is Rs. 24,76,52,925.00/-, which was decided in the investment committee on Monday, date: 18/03/2002 at 16:00 pm in the afternoon. The amount of the difference of Rs. 5,59,419.00/- of the purchased security and the sold security to be received from Home Trade Ltd was received by Navsari People's Co. Op. Bank Ltd vide the cheque no. 984100 dated 19/03/2002 of HDFC Bank Ltd . the contract notes were attached to the complaint and on perusal of it, I state that contract note no. 7395 that had been sold to Home Trade Ltd and in it, the trade date 19/03/2002 and the settlement date 20/03/2002 are written. Similarly, contract note no. 7397 and 7405, and 7411 also bears the trade date 19/03/2002 and the settlement date 20/03/2002. Besides, the government security purchased by Navsari People's Co. Op. Bank whose contract no 7453, 7413, 7455, 7401 and 7399 that bears the trade date 19/03/2022 and the settlement date 20/03/2002. In the investment committee, it was decided on 18/03/2002, to make the trading (selling/purchasing) of the government securities as per the circular of the Reserve Bank of India and prior to it, the phone no. 7909427 of M/s. Home Trade Ltd and the mobile no. 98200-86818, mobile no. 98210 30149, and mobile no. 98211-42821, phone no. 7812444, 7812550, and of the said phone numbers, phone no. 7909427, 7812444, and 7812550 are the phone numbers of Home Trade

Ltd., which were used by Mr. Subhodh Bhandari, the executive managing director, and Nandkishor Trivedi, Smt. Kanan Mevawala were talking. Besides, the personal mobile number 98210 30149 of Nandkishor Trivedi, and the mobile no 98210 30143 of Subodh Bhandari, and mobile no 98200 86818 of Kanan Mevawala, and mobile no 98211 42821 of Ketan Sheth, they were talked to from the STD No. 46131 of the bank from Navsari People's Co. Op. Bank Ltd. Navsari and from the mobile no. 98251 39152 of the director Hitendrabhai Desai also the conversation was made with the said persons of Home Trade Ltd regarding the selling price and the purchase price of the securities. The administrators of Home Trade Ltd are the member of NSE and are the members of SEBI and I had not verified in this regard because the deals of Navsari People's Co. Op. Bank with Home Trade Ltd was ongoing even prior to my joining the bank. In March or February 2002, Home Trade Limited's director Nandkishor S. Trivedi and Kumari Kanan Mevawala had come to Navsari People's Co. Op. Bank Ltd and they had also came into my office and I had met them. I cannot recall the exact date but they had come for the courtesy call regarding the deals of the selling and purchasing of the securities between Navsari People's Bank and Home Trade Ltd., and to talk in this regard. At present, I cannot recall what they had talked to me but they were going to open a new company, and they had talked to me in this regard.

As per the contract note no. 7395, 7397, 7405, 6411, we had sold the government securities to Home Trade Ltd., and as per the contract no. 7453, 7413, 7455, 7401, 7399, we had purchased the government securities from Home Trade Ltd. The difference amount was received by us, i.e., the bank. However, the physical possession of the purchased government security was not received by the bank during my tenure. Therefore, on 16/04/2002, the Assistant Manager wrote and faxed a letter to Shri

Arvindbhai Soni of Home Trade Ltd. Additionally, I spoke over the telephone with Subodh Bhandari, Nandkishor Trivedi, and Kanan Mewawala regarding taking physical possession of the security. However, during my tenure, Home Trade Ltd. did not hand over the physical possession of the security to Navsari People's Co-operative Bank. As a result, it was discovered that we had been defrauded. Today, Mr. Bhanuprasad Harishankar Suthar, Manager of Navsari People's Co-operative Bank, has gone to the Reserve Bank of India in Ahmedabad and has not been present at the bank since morning. Additionally, when I inquired with Mr. Arvindbhai Soni, Assistant Manager, who handles the register, correspondence, and other tasks related to the purchase and sale of securities at Navsari People's Co-operative Bank Ltd., he was busy preparing copies of documents and records related to evidence against the accused. He stated that once the records and the copies of the documents related to the evidence against the thirteen accused mentioned in the complaint are prepared and ready, he will state. That is my fact.

Before,
Sd/- Illegible
Police Sub Inspector
Navsari Town PS

Date: 26/08/2002

My name is **Dhirubhai Manibhai Nayak**, aged 54, occupation: Retired, Res. Surat 14/B, Purnima Society, near Khetivadi Farm, Dhod Dod Road, Surat-3, phone no. 3220220.

On being asked, I state that today you sir have read over to me my statement dated 23/08/2002 and the fact stated in it is true and correct. I further state that the list of the telephone numbers regarding the conversation of the purchase and selling of the government security from the phone no. 46131 of Navsari People's Co. Op. Bank Ltd with the persons of Home Trade Ltd namely Kanan Mevawala, Ketan Sheth, Subodh Bhandari, Nandkishor Trivedi, and Bina Sanghvi, and the list of the telephone made from STD in three pages marked as Mark X-1 and on all the three pages and mark x-2 which are 13 pages, which I am presenting. It has been written in the complaint that in March 2002, some securities are as follows.

Sr. No.	Scrip Name	Face Value
1	10.50% GOI 2014	5,00,00,000.00
2	9.39% GOI 2011	7,00,00,000.00
3	11.50% GOI 2011	3,00,00,000.00
4	11.50% GOI 2015	5,00,00,000.00
	Total Face Value	20,00,00,000.00

The above-mentioned Government of India securities were purchased by Navsari People's Co-operative Bank as follows: Securities with serial numbers 1, 3, and 4 were bought from Home Trade Ltd. on 13/11/2001. Additionally, a security with serial number 2, worth ₹1, 60, 00,000/-, was purchased on 13/11/2001, and another worth ₹5, 40, 00,000/-

was purchased on 03/12/2001. These securities were not received physically by us, though contract notes were provided. Against these securities, we sold the following securities.

Sr. No.	Scrip Name	Face Value
1	10.25/GOI 2020	3,40,00,000/-
2	10.03% GOI 2019	3,00,00,000/-
3	9.40% GOI 2012	5,00,00,000/-
4	10.18% GOI 2026	5,00,00,000/-
5	9.85% GOI 2015	5,00,00,000/-
	Total Face Value	21,00,00,000/-

The contract note for the old sale was received by the bank from Home Trade Ltd., but physical possession was not received. Currently, Assistant Manager Arvindbhai Soni is unwell and has not been coming to the bank. He handles the work of document records. I will later check the records to find out when the physical possession of the security was previously obtained, what the consideration value was, which bank the difference amount came from, or which bank it was paid to, and I will have it written down.

The above fact stated by me is true and correct.

Before,

Sd/- Illegible

Police Sub Inspector

Navsari Town Police Station

Date: 07/09/2002

My name is Dhirubhai Manibhai Nayak, aged 54, occupation: Retired, Res. Surat 14/B. Purnima Society, near Khetivadi Farm, Dhod Dod Road, Surat-3.

On being asked, I state that today you sir have read over to me my previous statements and the fact stated in it is true and correct. I further state that that Mr. Arvindbhai Soni, Assistant Manager of the Bank, on behalf of Navsari People's Co. Op. Bank Ltd., has submitted copies of documents related to the purchase and sale transactions of securities with Home Trade Ltd., Mumbai, and on perusal of it, I state that,

(1). First, Navsari People's Co. Op. Bank had purchased the government securities of Rs. 26,49,145.83 paisa of the original price of Rs. 25 lakh through the Contract Note No. 6224 from Home Trade Ltd on 30/12/1999 and had paid its amount vide Cheque No. 383514 dated 06/01/2000 of Maharashtra State Co. O. Bank, and its physical delivery has been received, and it has been registered in the name of Navsari People's Co. O. Bank, and its security no is AD 0032 Ahmedabad.

(2). On 16/02/2000, through the contract note no. 6237, the bond of Rs. 2,15,82,876.71 of Maharashtra Krishna Valley Development Corporation (MKVDC) of the original price of Rs. 2 crore that were sold to Home Trade and in return, Navsari People's Co. O. bank purchased the government securities of the price of Rs. 2,02,3,2777.78 of the original price of Rs. 2 crore through contract note no. 6230 from Home Trade Ltd and the amount of difference of Rs. 1350099.93 got deposited in the bank account of Navsari People's Bank of State Bank of India, Navsari on 19/12/2000 vide DD No. SB/1/3992-94 dated 17/02/2000 of Bank of Hyderabad of the amount of Rs. 10 lakh, and the DD No. SB/1/65245.4 dated 17/12/2000 of

Rs. 350098.93.

(3). On 22/02/2002, As per the contract note no. 6243 and 6241, the government securities of Rs. 4,31,25,833.33 whose face value is Rs. 4 crore were sold to Home Trade Ltd. Both the securities were in the name of Navsari People's Co. O. Bank. Against the said selling, Navsari People's Bank had purchased the government security of Rs. 4053388.59 of the face value of Rs. 4 crore vide contract note no. 6245 from Home Trade Ltd. The total amount of difference of Rs. 2591944.44 paisa was received from Home Trade vide the DD No. 399297 dated 24/02/2000 of State Bank of Hyderabad, Fort Branch, Mumbai, and the bank had received the said amount. Besides, a letter was written to the Reserve Bank regarding the transfer of the said purchased security and a receipt has been received from the Reserve Bank in this regard. It was given to Reserve Bank of India, Ahmedabad vide receipt no. 1345 dated 17/08/2000 for the transfer in the name of the bank.

(4). On 14/03/2000, through the contract note no. 6287, the government securities of Rs. 21,21,777.68 paisa of the face value of Rs. 2 crore were sold to Home Trade Ltd by the bank. Against the said consideration amount, the bank purchased the government securities of Rs. 20318000/- of the face value of Rs. 2 crore vide the contract note no. 6289 from Home Trade Ltd. The total amount of Rs. 889777.78 of the difference was received by the bank from Home Trade vide the DD No. 652639 dated 15/03/2000 of State Bank of Hyderabad, Fort Branch, Mumbai. The securities sold in this deal had got transferred in the name of Navsari People's Co. O. Bank, and in order to transfer the purchased securities in the name of Navsari People's Bank, Navsari, the receipt no. 7345 dated 17/08/2000 of the Public Dept office of Reserve Bank of India, Ahmedabad branch has been received.

(5). Thereafter, on 20/09/2000, vide contract note no. 10391, the securities (GOI) of the face value of Rs. 2 crore and vide contract note no. 10689, the securities of total Rs. 81,72,31,166.67 of the face value of Rs. 6 crore were sold to Home Trade Ltd by the bank. Against the consideration amount of said selling by the bank, as per the contract no. no. 10403, 10410 and 10393, the securities (GOI) of Rs. 83276333.33 of the face value of Rs. 8 crore were purchased by the bank from Home Trade Ltd, and the bank had sent the cheque no. 84401 of Rs. 1553166.66 of the amount of difference of HDFC Bank to Home Trade Ltd and the said purchased GOI securities had got transferred in the name of Navsari People's Co. O. Bank.

(6). On 01/12/2000, vide contract note no. 11153 and 11159, the bond of Sardar Sarovar Narmada Ltd of the face value of Rs. 5 crore and the bond of Maharashtra Krishna Valley Development Corporation of Rs. 25 lakh, and the bond of Rs. 55178328.77 were sold to Home Trade Ltd. Besides, as per the contract note no. 11151, the GOI Security of Rs.33463543.75 of the original price (Face Value) of Rs. 3, 25, 00,000/- were purchased by the bank from Home Trade Ltd, and the total amount of the difference of Rs. 21714785.02 was directly deposited in the current account of Navsari People's Co. Op. Bank in HDFC Bank through cheque on 07/12/2000.

(7). On 20/02/2001, vide contract note no. 12091, the GOI securities of the face value of Rs. 1 crore was sold by the bank to Home Trade Ltd at the price of Rs. 1,06,21,875/- and the amount of the difference of Rs. 10621875/- was directly deposited in the HDFC Bank Surat of the account of the bank by the bank through the cheque no. 901918 dated 22/02/2001 of Mumbai Fort Branch, and the said amount got deposited in the account of the Bank.

(8). Thereafter, on 12/04/2001, through contract note no. 12753, the GOI securities of Rs. 1,33,15312.50 of the face value of Rs. 1 crore 25 lakh was

purchased by the bank from Home Trade Ltd and had paid its amount vide cheque no. 009295 dated 16/04/2001 of UTI Bank, Valsad Branch, and the bank has not received its physical delivery, but Home Trade Ltd has sent only the transfer form and the photocopies of the security to the bank.

(9). Then, on 02/05/2001, vide contract note no. 12883 and 12881, Home Trade Ltd sold the security of Rs. 8243284.33 paisa of the face value of Rs. 75 lakh to Navsari People's Bank Ltd and against it, vide contract note no. 12745, the bank purchased the securities of Rs. 7681237.50 of the original price of Rs. 75 lakh from Home Trade Ltd and the amount of the difference of Rs. 562047.23 paisa was deposited in the account of the bank vide cheque no. 111446 in HDFC Bank. Its physical delivery has not been received.

(10). On 25/05/2001, vide contract note no. 13113 and 13115 and 13117 and 13119, the GOI security of Rs. 11,75,00,000/- was sold by the bank to Home Trade at the selling price of Rs. 12,98,38,077.09 and against it, as per contract note no. 13121, 13123, and 13125, the security of the original price of Rs. 12 crore 50 lakh was purchased by the bank from Home Trade Ltd at the price of Rs. 128592333.33 and the amount of the difference of Rs. 1245703.76 was deposited in the bank account of Navsari People's Co. Op. Bank at HDFC Bank, Surat through the cheque dated 25/05/2001 vide cheque no. 923001 of Janata Sahakari Bank, Pune, and in it, the purchased securities have not got transferred in the name of Navsari People's Bank, and the photocopies of the papers of the names of others were received from Home Trade Ltd.

(11). On 14/08/2001, through contract note no. 6669, 6667, 6665, and 6671, the GOI security whose original price was Rs. 2.5 crore was sold to Home Trade Ltd by the bank at the price of Rs. 2,79,71,844.40. Against it, the bank had purchased the security of Rs. 6, 10, 57,675/- of the face value

of Rs. 6 crore from Home Trade Ltd as per the contract note no. 6675, 6673. The amount of difference was paid by the bank to Home Trade Ltd and the amount of Rs. 25 lakh was paid to Home Trade Ltd through the draft no. 383102, 382108 and 303104 written at Punjab National Bank, Mumbai and through the cheque no. 047853 written at UTI Bank, Mumbai, the amount of Rs. 30985830.57 was paid through the bank account of Navsari People's Co. Op. Bank in Valsad UTI. In it, the bank had received physical delivery of Rs. 50 lakh as per the contract note no. 6667 and 6665, and had received and the photocopies of the papers of the names of others of the other security.

(12). On 19/09/2001, through the contract note no. 6765, 6767, 6763, and 6761, the bank had sold the government security of the face value of Rs. 13 crore 25 lakh to Home Trade Ltd at the selling price of Rs. 14,28,33,236.11 paisa, and the bank had purchased the security of the face value of Rs. 15 crore at the selling price of Rs. 15,14,52,236.12 paisa from Home Trade Ltd through the contract no. 6773, 6775, 6769, and the amount of its difference of Rs. 86,19,000.01 paisa was paid by the bank to Home Trade Ltd vide cheque no. 041939 dated 20/09/2001 of HDFC Bank. Of the said purchased securities, the security of Rs. 75 lakh had got transferred in the name of Navsari People's Bank, and Home Trade Ltd had sent the photocopies of the names of others of the remaining security to the bank.

(13) Thereafter, on 17/10/2001, through the contract note no. 6809, the security of Rs. 5 crore, whose selling price was Rs. 5, 22, 07,416.69 paisa was sold to Home Trade Ltd by the bank. Besides, through the contract note no 2015, the GOI security of the face value of Rs. 5 crore was purchased by the bank from Home Trade Ltd at the price of Rs. 5, 02, 27,361.11 paisa, and the amount of difference of Rs. 19, 80,055.56 paisa was deposited by Home Trade Ltd in the bank account in HDFC Bank-

Surat of Navsari People's Bank vide cheque no. 257022 dated 20/10/2001. The bank has not received the physical delivery of the said purchased security.

(14). On 05/11/2001, through the contract note no. 6879, and 6881, and 6877, and 6875 and 6883 of Home Trade Ltd, the government security of the original price of Rs. 21 crore was sold by the bank to Home Trade Ltd at the selling price of Rs. 22,63,83,405.55, and against it, through the contract note no. 6885, 6889, 6887, 6893, and 6891, the government security of the original price of Rs. 19,60,00,000/- was purchased by the bank from Home Trade Ltd at the purchase price of Rs. 22,15,68,317.79 paisa and the amount of its difference of Rs. 48,15,087.76 was deposited by the Home Trade Ltd in the HDFC bank account of Navsari People's Bank at Surat vide the cheque no. 217072 dated 13/11/01 in the HDFC bank. The physical delivery of the securities purchased in this deal has not been received.

(15). On 28/11/2001, through the contract note no. 6899, the government security of the original price of Rs. 5 crore was sold by Navsari People's Bank to Home Trade Ltd at the selling price of Rs. 5,65,15,277.78 and through the contract note no. 6901 of Home Trade Ltd, the GOI security of the original price of Rs. 5, 40, 00, 000/- was purchased by the bank from Home Trade Ltd at the purchase price of Rs. 6,12,56,835/- and the amount of its difference of Rs. 37,41,557.22 paisa was paid to Home Trade Ltd by Navsari People's Bank, i.e. the amount of Rs. 15 lakh vide cheque no. 573236 dated 05/12/2001 of HDFC Bank, and Rs. 9 lakh and Rs. 9 lakh and Rs. 4,41,557.00 was paid on 15/12/2001 in Punjab National Bank vide draft no. 652749, and 652750, and 652751 respectively. The bank has not received the physical possession of the said purchased security.

(16). On 19/03/2002, through contract note no. 7395, 9397, 7405, 7411 of

Home Trade Ltd., the GOI security of the original price of Rs. 20 crore was sold to Home Trade Ltd by the bank at the selling price of Rs. 24,82,12,344.44, and against it, through the contract note no. 7453, 7413, 7455, 7401, 7399 of Home Trade Ltd, the bank had purchased the government security of the original price of Rs. 23,60,00,000/- from Home Trade Ltd at the purchase price of Rs. 24,76,52,925/-, and the amount of its difference of Rs. 5,59,419.44 has been received by the bank vide cheque no. 984100 dated 19/03/2002 of HDFC Bank.

During the said deals, we i.e. Navsari People's Co. Op. Bank Ltd had made the trading of the government security with Home Trade Ltd and in the said deals, the physical possession of the government security was received in some deals and in some deals the physical possession was not received. But the contract notes were received regularly. The purchase and sale of government securities, as well as the authority to determine the price at which they should be bought and sold, lies with the investment committee. Based on its decisions, government securities are traded accordingly. On 25/05/2001, Navsari People's Co-operative Bank Ltd. sold government securities to Home Trade Ltd. However, the physical possession of the securities was not received in exchange. Furthermore, in the transactions following this deal, up to 19/02/2002, the physical possession of the securities remained unfulfilled.

Government securities cannot be sold until physical possession is obtained and they are registered under the name of Navsari People's Co-operative Bank. I am unaware of this regulation.

According to the Reserve Bank of India's regulations, government securities should be bought and sold through an SGL account. However, this was not done because, at the time of opening the SGL account in August 2001, Navsari People's Bank did not have any physical securities in its possession.

There was no system of the commission regarding the trading (purchasing / selling) of the government securities that Navsari People's Co. Op. Bank had with Home Trade Ltd but it was included in the consideration.

After the inquiry was conducted by Reserve Bank of India against Navsari People's Co. Op. Bank, it has lodged a complaint of the breach of the Banking Regulation Act against the directors and the chairman of Navsari People's Co. O. Bank Ltd with Hon'ble Navsari Court. In it, my name has also been given as an accused because I was the manager of the bank but I am not at fault in it but it has happened because of the administrative error.

The Registrar of the Cooperative Banks, Gandhinagar, and the officers of Reserve Bank conducted the inquiry of Navsari People's Co. Op. Bank Ltd., and have written adverse remarks but I am not at fault in it. It has happened due to the administrative error.

As the appointment of the internal auditor was not made during the year 2001-2002, the internal audit has not been made during the said period.

Regarding the purchase and sale of government securities between Navsari People's Co-operative Bank Ltd. and Home Trade Ltd., Mumbai, in the last transaction dated 19/03/2002, the directors and managers of Home Trade Ltd. deceived Navsari People's Co-operative Bank by misusing the depositors' funds, amounting to ₹24,76,52,925/-. While the bank's directors and managers hold moral responsibility for this matter, they do not bear criminal negligence liability. The above fact stated by me is true and correct.

Before,

Sd/- Illegible

Police Sub Inspector,

Navsari Town Police Station.

Date: 20/08/2002

My name is Vinodchandra Ghelabhai Desai, aged 43, occupation: business, Res. Navsari, 301, Kasturi Apartment, Chikuvadi, Ashabaug, Navsari, Phone No. (R). 51826, 51371 (O). 59026, mobile no. 98251 41726.

On being asked, I state that I am working as the chartered accountant. In the year 1986, I received the degree of chartered accountant. I graduated in Commerce Faculty from South Gujarat University in the year 1980 and my office is located at the address: Satyam Apartment, 3rd Floor, near Central Bank, Opp. White-way Tailors, Navsari. Vinodbhai Surati, resident of Rajpor and Rajubhai Nayak, who has been working in my office for last six years is the resident of Mandir village, Ta. Jalalpor, dist. Navsari, and Mohanbhai Nayak who has been working for last seven years is the resident of Vasant Faliyu, Jalalpor. Besides, other students work in my office as a part of their training of CA namely (1) Anand Bipinchandra Desai, (2) Hetalben Gohel also come to learn. I, as the chartered accountant, have been appointed as an advisor in Gandevi People's Bank and I have also been appointed as an advisor in Mahila Nagarik Bank, Athwagate, Surat, and as the advisor in Tapi Co. Op. Ltd Bank, Shivshakti Market, Surat. Besides, I have also been appointed as an advisor in Adajan Nagarik Co. Op. Bank, Adajan Circle, Surat. As the advisor, my duty is to give advice to the directors and the officers of the bank regarding the administrative account and the advice related to the finance and the income tax. In this regard, each of the banks give me fix amount as remuneration.

Since the year 1987, I have been discharging my duty as the consultant auditor cum advisor in Navsari People's Co. O. Bank Ltd. My duty is to the work related to the accounts of the bank, the work of audit, and to give the report in this regard for the period from April to March with the remarks. Besides, my duty is to give the advice regarding the financial transactions and the income tax. For the said duty, the bank pays the remuneration to me in fix rate.

Today, you sir gave me the copy of the complaint lodged by Bhanuprasad Harishankar Suthar, the manager of Navsari People's Co. O. Bank Ltd against Home Trade Ltd of the fraud of Rs. 24,76,52,925/- and I have read it and the said complaint has been registered with Navsari Town Police Station vide I-CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120b, 34 against the directors and officers of Home Trade Ltd and the officers of Giltedge Management Services Ltd. The said accused have committed the fraud and cheating and siphoning of Rs. 24,76,52,925/- of Navsari People's Co. Op. Bank Ltd.

Director of Home Trade Ltd Mr. Ketan Sheth used to come to Navsari People's Co. Op. Bank now and again and therefore I know him. He is working as a share broker. Besides, he is also working as the security broker. I had worked as the internal auditor of Navsari People's Co. Op. Bank Ltd till March-2001. Thereafter, I got relieved. During the period as the internal auditor, the transactions and deals of the investment of money in the government securities had been made with Home Trade Ltd. But in the said transactions, both parties had completed their responsibilities. Therefore, in my audit report of the period up to March 2001, I had checked the balance sheet and the accounts and as it was proper, I have not written any remarks or noting.

After March 2001, on 19/03/2002, the government securities of the contact no. 7395, 7397, 7405, 7411 of different values, scrip no. 2014, 2011, 2011, 2015 whose face value is 20 crore and its selling price (Consideration) is Rs. 24,82,12,344.44. At the said selling price, Navsari People's Co. Op. Bank had sold to Home Trade Ltd. Against it. Navsari People's Co. Op. Bank Ltd had purchased the government of India Scrip No. 2017, 2017, 2017, 2017, 2013 vide contract no. 7453, 7413, 7455, 7401, 7399 from Home Trade Ltd, whose face value is Rs. 23, 60, 00,000/-, and the purchase price of Rs. 24, 76, 52,925.00. the amount of the difference of Rs. 5,59,419/- was paid to Navsari People's Co. Op. Bank Ltd by Home Trade Ltd vide the cheque in HDFC Bank, and Navsari People's Co. Op. Bank Ltd had received the said amount. But the purchased security of Rs. 24, 76, 52,925/- has not been received from Home Trade Ltd. So, Home Trade Ltd has committed fraud and cheating of the said amount. Due to my old relationship with the bank, Mr. Thakorbbhai Desai, the chairman of Navsari People's Co. Op. Bank Ltd had told me that the persons of Home Trade Ltd have committed the fraud of huge amount with Navsari People's Co. Op. Bank Ltd. So, I had discussed with him in this regard, and at his behest, I and the assistant manager of the bank Mr. Arvindbhai Soni and the director of Gandevi People's Bank Mr. Manharbhai Shah had gone to Mumbai Crafted Market Police Office and we had gone there on Saturday, date: 26/04/2007. But we could not meet anyone. Thereafter, on 29/04/2002, we had again gone to Mumbai and went to the office of Home Trade Ltd but nobody could be contacted there. So, we contacted SEBI and NSE and regarding the said incident, we discussed the matter with the advisor Mr. Kamalbhai Agrawat, who is the director of DR Investors Grievances Services Ltd. As per his advice, we had lodged an application with Mumbai Economic Cell of the Police Department seeking investigation. Thereafter, on 06/05/2002, I and the assistant manager Mr. Arvindbhai Soni had gone to Ahmedabad Reserve

Bank and had provided the copies of the application lodged with SEBI, NSE and Mumbai Police- Economic Cell, and had also given a request letter regarding the incident that had occurred.

But the complaint that has been registered on the basis of the application bears the name of 13 accused persons. But in the said application, no details of the information regarding the role of the accused or who did what was not given in the complaint. Thereafter, I had gone to the office of the Registrar, Gandhinagar, and had submitted a letter regarding the incident that had happened to the Registrar in his office located in Jivraj Mehta Bhavan.

For last two years, I have the copy of the audit report that I had prepared. But since I have not made the audit of the present year 2002, therefore, I am producing the copies of the year 1999 and the year 2000. The said copies bear my signature.

The above fact stated by me is true and correct.

Before,
Sd/- Illegible
Police sub Inspector
Navsari Town Police Station

VINOD DESAI & ASSOCIATES
CHARTERED ACCOUNTANTS

“Satyam”, Opp. White Way Tailors,

Near Central Bank, Navsari-396445

Phone No. (02637) (O) 596445 (R) 51371

Date:

Internal Audit Report

The attached balance sheet of The Navsari People's Co-operative Bank Ltd., Navsari, as of 31-03-1999, along with the profit and loss account for the year ending on that date, which includes the accounts of the branches, has been examined. I report that –

9. Based on the information provided to me and the explanations given, as well as the accounting records, in our opinion, the aforementioned balance sheet has been accurately and appropriately prepared. It also presents a fair and true report of the bank's financial position.
10. Wherever disclosures and information were requested, such information and disclosures have been provided to me, and they have been found satisfactory.
11. The transactions of the bank that came to my attention appear to be within the limits of authority.
12. The bank has five branches.
13. The profit and loss account accurately reflects the profit for the accounting period.

14. In my opinion, the accounting books have been maintained as per legal requirements.
15. In my opinion, the balance sheet and profit and loss account have been prepared in accordance with the law.
16. As per the circulars of the Reserve Bank of India, calculations for income recognition, classification of non-performing assets, and provisions for bad and doubtful debts have been made, and adequate reserves have been set aside for bad and doubtful debts.

Date: 30/06/1999

Place: Navsari.

Sd/- Illegible

Vinodchandra G. Desai

Chartered Accountant

VINOD DESAI & ASSOCIATES
CHARTERED ACCOUNTANTS

“Satyam”, Opp. White Way Tailors,
 Near Central Bank. Navsari-396445
 Phone No. (02637) (O) 596445 (R) 51371

Date: 30/06/199

To,
 The Chairman,
 The Navsari People's Co. Op. Bank Ltd.,
 Navsari.

Subject: Internal Audit Report 1998-99

With reference to the above subject, we respectfully inform you that we have completed the internal audit for the year 1998-99 of the bank. This includes the accounts of the main office, Maroli Bazar, Station, Kabilpor, Care Shops Road, and Vijalpor branches. The notable points of the internal audit are as follows:

1

Deposit Growth rate	31-03-1998	31-03-199
Ten Years Bond	0.29	0.28
Fixed Deposits person	2675.37	3825.91
Societies	143.15	323.66

Silver Jubilee Bond	307.47	353.30
Member Gift Bond	20.98	20.98
Enhanced bond	191.97	221.97
Daily savings	200.38	278.07
Recurring	42.11	97.10
Savings deposits	835.49	1018.28
Current deposits	261.23	297.02
	4678.43	6436.57
Total Deposit Amount	Rupees	Percentage
Term Deposit	4746.10	73.74%
Daily Savings	278.07	4.32%
Recurring	97.10	1.51%
Savings account	1018.28	15.82%
Current Deposit	297.02	4.61%
	6436.57	100.00%

Based on the above details, the total deposits have increased by 37.58%, rising from ₹46.78 crores to ₹64.30 crores.

If we look at the different types of deposits, term deposits account for 73.74%, while recurring deposits make up only 1.51%. Savings accounts constitute 15.82%, current deposits 4.61%, and daily deposits 4.32%. Thus, term deposits hold a significant proportion of high-interest deposits.

The total interest expenditure is ₹5.85 crores, whereas the total deposits and loans amount to ₹64.36 crores. At the beginning of the year, this stood at ₹46.78 crores + ₹0.42 crores = ₹47.20 crores. Thus, the average deposits + loans = ₹55.57 crores, with interest expenses amounting to ₹5.85 crores, or 10.53%. This percentage has been rising year after year,

directly impacting profitability.

The bank needs to make special efforts to attract low-interest deposits, such as current accounts, daily deposits, and savings accounts. To this end, practical measures like reducing demand draft commissions for outstation transactions and introducing a minimum balance scheme for current accounts have been initiated. Similarly, the number of savings accounts is lower than the total membership, indicating that many members do not engage in banking transactions with the bank. A plan should be devised to ensure all members open savings accounts with the bank.

2.. Lending:

During the year, the loan amount, which was ₹31.09 crores at the beginning, increased to ₹35.83 crores—reflecting a 15% rise. Meanwhile, accrued interest on term deposits rose from ₹151.21 lakhs to ₹194.03 lakhs, marking an increase of ₹42.82 lakhs. Additionally, a provision of ₹13.60 lakhs had to be made for doubtful recoveries. Consequently, the combined impact of provisions for doubtful recoveries and accrued interest amounted to ₹13.60 lakhs + ₹42.82 lakhs = ₹56.42 lakhs, negatively affecting overall profitability.

The proportion of non-performing loans (NPLs) due to overdue payments is increasing year by year, and urgent measures are needed to control this. To address this, a dedicated recovery department should be established on a permanent basis. Specifically, at the Station Branch, where the proportion of overdue interest and non-performing loans is rising significantly, special attention must be given to loan recovery, and stricter control over lending is required. Additionally, loan applications should be thoroughly

verified, and regular account inspections should be conducted after loan disbursement to ensure compliance.

Branch Operations:

- (1). The growth rate of deposits in branches is significant, and the proportion of lending has been gradually increasing. The Care Shops Road branch has incurred a loss, while all other branches have recorded profits. The loss at the Care Shops Road branch is due to its low lending proportion. As a result, surplus savings are deposited with the head office, which pays interest at a rate lower than the interest rate on bonds accepted by the branch, contributing to the loss.
- (2). In new branches, there is currently only one officer per branch, with the remaining staff at the clerk level. At the head office, two officers' signatures are mandatory for essential documents like cheques and demand drafts, whereas new branches operate with a single officer's signature, which is inappropriate. To address this, permanent clerk-level employees could be granted signing authority. Alternatively, an additional officer, apart from the branch agent, should be urgently appointed in each branch. Furthermore, sudden leave by a branch agent creates administrative challenges. Suggestions to resolve this have been made since the new branches were established, but no action has been taken.

Statistics Department: Currently, the head office and five branches are operational. The reconciliation of branch accounts and accounts with other banks is pending. There is a discrepancy of approximately ₹29.80 lakh between the branches and the head office. To address this, a statistics

department should be established immediately. Another critical function of the statistics department is to provide information to the Reserve Bank through various forms within stipulated deadlines. The Reserve Bank has now adopted a stricter stance, and in cases of delays beyond the set deadlines, penalties are imposed on employees and the Board of Directors.

Loan Applications from Branches: Loan applications sent by branches to the head office are not dispatched on time. These applications should reach the head office five to six days before the branch committee or Board of Directors' meeting. However, branches are not consistent in adhering to this timeline, resulting in the head office being unable to verify these applications, leading to their postponement. It is necessary to instruct branches to comply with this schedule. Similarly, applications received from branches and the head office, particularly those for loans exceeding the specified limit, should be centrally verified.

Introduction of Concurrent Audit: As per the Reserve Bank of India's guidelines, a concurrent (continuous) audit system must be implemented when deposits exceed ₹50.00 crore. During the year 1998-99, the bank's deposits surpassed ₹50.00 crore. Therefore, it is essential to promptly implement this system.

Share Capital Growth:

The bank's authorized share capital is ₹5.00 crore, of which the collected share capital is ₹96.71 lakh, compared to ₹75.92 lakh at the beginning of the year. This year, one shareholder is being offered nine additional shares at the original price. Increasing the share capital is crucial for enhancing the bank's capacity to secure loans and deposits from

external sources.

According to Reserve Bank regulations, loans must be linked to fully paid-up share capital. For secured loans, 5% of the loan amount, and for unsecured loans, 2.5% of the loan amount, must be held in shares. During audits, it was observed that share capital is refunded once a loan is fully repaid. Often, when the same member seeks another loan, they must purchase new shares again. In such cases, share capital should not be refunded even after full loan repayment to ensure growth in share capital, which is a vital factor for the bank's development.

Sd/- Illegible

(Vinodchandra G. Desai)

Chartered Accountant

VINOD DESAI & ASSOCIATES
CHARTERED ACCOUNTANTS

“Satyam”, Opp. White Way Tailors,

Near Central Bank, Navsari-396445

Phone No. (02637) (O) 596445 (R) 51371

Date: 30/06/2000

To,

The Chairman,

The Navsari People's Co. Op. Bank Ltd.,

Navsari.

Subject: Internal Audit Report 1999-2000.

With reference to the above subject, we respectfully inform you that we have completed the internal audit for the year 1999-2000 of the bank. This includes the accounts of the main office, Maroli Bazar, Station, Kabilpor, Care Shops Road, and Vijalpor branches. The notable points of the internal audit are as follows:

1

Deposit Growth rate	31-03-1999	31-03-2000
Ten Years Bond	0.28	0.28
Fixed Deposits person	3825.91	4961.21
Societies	323.66	518.43
Silver Jubilee Bond	353.30	405.95
Member Gift Bond	20.98	20.98
Enhanced bond	221.97	256.65
Daily savings	278.07	336.52
Recurring	97.10	150.80

Savings deposits	1018.28	1353.74
Current deposits	297.02	347.57
	6436.57	8352.13

2

Total Deposit Amount	Rupees	Percentage
Term Deposit	4746.10	73.74%
Daily Savings	278.07	4.32%
Recurring	97.10	1.51%
Savings account	1018.28	15.82%
Current Deposit	297.02	4.61%
	6436.57	100.00%

Based on the above details, the total deposits have increased by 29.75%, rising from ₹64.37 crores to ₹83.52 crores.

If we look at the different types of deposits, term deposits account for 73.79%, while recurring deposits make up only 1.81%. Savings accounts constitute 16.21%, current deposits 4.16%, and daily deposits 4.03%. Thus, term deposits hold a significant proportion of high-interest deposits.

The total interest expenditure is ₹7.63 crores, whereas the total deposits and loans amount to ₹83.52 crores. At the beginning of the year, this stood at ₹64.37 crores. Thus, the interest expense against the average deposit is 10.32% more, and it has directly impacted profitability.

The bank needs to make special efforts to attract low-interest deposits, such as current accounts, daily deposits, and savings accounts. To this end, practical measures like reducing demand draft commissions for outstation transactions and introducing a minimum balance scheme for current accounts have been initiated. Similarly, the number of savings accounts is lower than the total membership, indicating that many members

do not engage in banking transactions with the bank. A plan should be devised to ensure all members open savings accounts with the bank. The bank has received the sanction to collect the deposits in non-residential accounts for last two years. In it, the deposits of only Rs. 13.02 lakh has been received till 31-03-2000, which is much less. It is necessary to make wide publicity of the sanction obtained by the bank to accept this deposit.

2.. Lending:

During the year, the loan portfolio, which was ₹35.83 crore at the beginning, increased to ₹42.82 crore, reflecting a 19.51% rise. However, the overdue interest, which was ₹194.03 lakh, rose to ₹241.69 lakh, resulting in an increase of ₹47.86 lakh. Similarly, the combined effect of provisions for doubtful debts, overdue interest, and other factors led to an adverse impact of ₹47.86 lakh + ₹29.70 lakh + ₹9.60 lakh, totaling ₹87.46 lakh, on the profit.

The proportion of non-performing loans (NPLs) continues to rise year-on-year due to overdue payments, necessitating urgent control measures. To address this, there is a need for a permanent, dedicated recovery department. Specifically, the increasing overdue interest and non-performing loans at the Station Branch highlight the need for focused attention on loan recovery in this branch, along with stricter control over lending. Additionally, the loan application verification process, followed by regular account audits after loan disbursement, should be conducted diligently.

Branch Operations:

(1) The growth rate of deposits in branches is noteworthy. The proportion of disbursements is also gradually increasing. Due to the low disbursement

rate, surplus savings are deposited with the head office, on which the head office pays interest at a specified rate.

(2) Currently, new branches have only one officer each, who is a contractual employee. For signing essential documents such as cheques, demand drafts, etc., the head office mandates the signatures of two officers. However, in new branches, operations are managed with the signature of a single officer, which is not appropriate. To address this, permanent clerical staff could be granted signing authority. Alternatively, an additional officer, besides the branch agent, should be urgently appointed in each branch. Furthermore, when a branch agent takes sudden leave, it creates administrative difficulties. We have been suggesting this issue consistently for the past three years since the new branches were established, but no action has been taken.

Accounts and Inspection Department

During the financial year, the head office and five branches are operational. The reconciliation of branch accounts and accounts with other banks remains pending. There is a discrepancy of approximately ₹8.39 lakh between the branches and the head office, and reconciliation with other banks is also outstanding. To address this, an accounts department should be established immediately. The accounts department's other critical responsibility is to provide information to the Reserve Bank through various forms within stipulated timelines. As the scope of branches expands and the workload of various departments increases, an inspection department is also necessary.

Loan Applications from Branches: Loan applications sent by branches

to the head office are not dispatched on time. These applications should reach the head office five to six days before the branch committee or Board of Directors' meeting. However, branches are not consistent in adhering to this timeline, resulting in the head office being unable to verify these applications, leading to their postponement. It is necessary to instruct branches to comply with this schedule. Similarly, applications received from branches and the head office, particularly those for loans exceeding the specified limit, should be centrally verified.

Introduction of Concurrent Audit: As per the Reserve Bank of India's guidelines, a concurrent (continuous) audit system must be implemented when deposits exceed ₹50.00 crore. During the year 1998-99, the bank's deposits surpassed ₹50.00 crore. Therefore, it is essential to promptly implement this system.

Share Capital Growth:

The bank's authorized share capital is ₹50.00 crore, of which the collected share capital is ₹149.94 lakh, up from ₹96.71 lakh at the beginning of the year. Currently, for every shareholder, nine additional shares are issued at the original price. Given the rapid growth in the bank's deposits, increasing the bank's capacity to secure external loans/deposits is crucial to meet this demand.

As per Reserve Bank of India (RBI) guidelines, loans must be backed by fully paid-up share capital. During audits, it was observed that share capital is refunded once a loan is fully repaid. However, when the same member seeks a new loan, they are required to purchase new shares again. In such cases, share capital should not be refunded even after full loan repayment.

to ensure growth in share capital, which is vital for the bank's development. This suggestion was made last year but has not been implemented, and it is recommended to take action on this.

Income Tax Assessment

The income of cooperative banks is exempt from tax under Section 80P of the Income Tax Act. However, citing the Supreme Court's ruling in the case of Madhya Pradesh State Cooperative Bank Ltd., the Income Tax Department has misinterpreted the law and arbitrarily assessed taxes. The department is assessing the accounts of cooperative banks for the past 10 years. For our bank, assessments for the years 1987-88 and 1997-98 were conducted this year, resulting in an erroneous tax demand of ₹72,60,70/- due to misinterpretation. The bank has filed an appeal against this with the Commissioner.

Investment Policy

For cooperative banks with deposits exceeding ₹25 crore, 10% of the total deposits must be invested in government securities as part of the Statutory Liquidity Ratio (SLR) requirement. The bank has fully complied with this provision.

As per RBI guidelines, cooperative banks can invest up to 10% of their total deposits in public sector bonds, subject to compliance with cooperative laws. The bank has fully adhered to this provision.

The bank has implemented an investment policy as per RBI instructions and has constituted an investment committee for this purpose.

Building Fund

During the current year, ₹20.00 lakh was allocated to the Building Fund from gross profit, bringing the total Building Fund to ₹111.50 lakh as of 31-03-2000. With an additional ₹7.00 lakh from the net profit allocation, the fund will reach ₹118.50 lakh. Considering the bank's investment in building properties, there is still a significant shortfall in the Building Fund. Therefore, it is recommended that no new investments be made in building properties until this shortfall is addressed.

Budgeting Practice

As the bank's operations continue to expand, it is expected to achieve Scheduled Bank status in the coming years, with an increase in the number of branches and operational scope. To accommodate this growth, the bank should introduce a budgeting practice that includes annual and long-term planning. This should cover aspects such as share capital, deposits, loans, fixed assets, administrative expenses, advertising costs, computerization, and technology upgrades.

Sd/- Illegible
(Vinodechandra G. Desai)
Chartered Accountant

Vinod Desai & Associates**Chartered Accountant**

Satyam. Opp. Whiteway Talkies, Near Central Bank, Navsari.

To,

The Chairman,

Navsari People's Co-operative Bank Ltd.,

Navsari.

Subject: Internal Audit Report

We have completed the audit of the accounts of Navsari People's Co-operative Bank Ltd., Navsari, Dist. Navsari, for the period from 01-04-2000 to 31-03-2001. The audit includes the accounts of the Head Office, Maroli Branch, Station Branch, Kershaps road Branch, Vijalpor Branch, and the three branches opened during the year: Samapor Branch, Jamalpor Branch, and Khadsupa Boarding Branch. The significant points of the internal audit are as follows:

Registration and Area of Operation:

The bank is registered under Registration No. SE-11676 dated 06-10-1971. The bank's area of operation is limited to the revenue boundaries of Navsari and Valsad districts. An amendment to the bye-laws has been made to include Surat and Dang districts in the area of operation, and the

process for this is ongoing with the Registrar of Cooperative Societies, Gujarat State.

Membership:

As of 31-03-2000, at the end of the previous audit period, the membership stood at 23,764. During the audit period, 1,304 new members were enrolled, and 341 members resigned. Thus, as of 31-03-2001, the total membership of the institution is 24,727.

Share Capital:

At the end of the previous audit period on 31-03-2000, the paid-up share capital was ₹1, 49, 93,700/-. This increased to ₹1, 94, and 03,600/- by 31-03-2001. The bank's authorized share capital is ₹5 crore.

Objectives:

The primary objective is to foster thrift among members, in line with the limitations specified in the bye-laws and the directives issued by the Reserve Bank of India from time to time. This includes providing loans to members for their businesses, employment, cottage industries, small-scale industries, and on securities. The bank undertakes all types of banking and exchange operations, collects deposits for its operations, provides safe deposit vault services, disburses loans and advances, and conducts guarantee and indemnity businesses on behalf of clients. Additionally, the bank aims to acquire, construct, maintain, or modify buildings as necessary or convenient for its purposes.

Activities:

To achieve its approved objectives, the bank has undertaken most types of banking activities. These include accepting deposits from members and non-members, providing loans, overdrafts, and cash credit facilities to members, and performing bank clearing operations for both members and non-members. To expand its operations, the bank has established a head office and five branches within its area of operation. The lending and deposit activities of these branches are as detailed below.

Sr. No.	Branches	Deposits	In Rupees (Crores)	Loans	In rupees (Crores)
1	Head Office	54.20	45.28	38.53	22.69
2	Maroli Bazaar Branch	9.13	7.76	4.30	3.39
3	Station Branch, Navsari	12.09	10.12	8.21	6.96
4	Kabilpor Branch	7.75	5.63	5.94	4.20
5	Kershaps road Branch	8.20	7.06	3.54	3.13
6	Vijalpor Branch	8.46	7.67	3.34	2.45
7	Samapor Branch	0.54	---	0.07	---
8	Jamalpor Branch	1.45	--	0.68	---
9	Bhulafaliya Branch	0.09	--	---	---
	Total	101.91	83.52	64.61	42.82

Over the last three years, the bank has extended loans against various types of securities. The details are as follows:

Sr. No	Security Details	31-03-1999	31-03-2000	31-03-2001
1	Pledge of goods with one or more guarantors	16.23	20.67	35.96
2	Equitable mortgage of	8.06	8.68	12.16

	immovable property with one or more guarantors			
3	Hypothecation loans	7.02	7.69	8.23
4	Pledge of gold ornaments	1.14	1.08	0.94
5	Pledge of government securities and shares of joint stock companies	0.72	0.75	0.71
6	Pledge of bank's fixed deposits	2.32	2.69	2.76
7	Guarantee of one or more guarantors	0.34	0.32	0.37
8	Property pledge under the Housing Scheme	--	0.41	1.31
9	Bajpai Self-Employment Scheme	--	0.53	1.81
10	Bills Purchase	--	--	1.36
	Total Loans	35.83	42.82	64.61
	Percentage of secured loans	99.05%	99.25%	99.43%
	Number of borrowers	3732	4136	4067

Comparative Progress Data of the Bank for the Last Three Years:

Sr. No.	Particulars	31/03/1999	31/03/2000	31/03/2001
1	Number of members	22716	23764	24727
2	Paid-up share capital	96,70,600	1,49,93,700	1,94,03,600

3	Reserve fund and other funds	2,81,32,500	3,61,80,700	4,80,69,200
4	Total loans	35,83,00,000	42,81,86,000	64,60,77,500
5	Total deposits	64,36,57,000	83,52,13,600	1,01,90,82,300
6	Net profit	39,63,000	47,86,700	79,20,100
7	Overdue loans	3,82,20,900	4,45,00,800	6,18,00,000

Loan:

At the end of the previous audit, the bank had total outstanding loans amounting to Rs. 42, 81, 86,000/-. By the end of the current audit period, this amount increased to Rs. 64, 61, 00,000/-. Of this, 99.43% are secured loans, involving a total of 4,067 borrowers. The overdue loans at the end of the audit period amount to Rs. 6.18 crore, which constitutes 9.56% of the total loans. The total overdue amount of Rs. 6,17,55,510.40 includes short-term loans of Rs. 1,70,70,313.19 and medium-term loans of Rs. 4,46,85,197.21. Compared to the previous audit's loan growth of 19.50%, the loan growth at the end of the current audit period is 50.89%.

As per the bank's bylaws and the circulars of the Reserve Bank of India, the maximum loan limit per borrower has been set at Rs. 1.10 crore, and for a group, it is Rs. 2.20 crore. Loans are disbursed accordingly. However, due to the widespread economic slowdown, there is a lack of demand for loans in sectors other than commodities. With the increasing growth in deposits, loan growth must also occur proportionately. The management is specially requested to remain vigilant and make continuous efforts to ensure balanced and proportional loan growth.

Deposits:

During the audit period, the deposit growth is detailed as follows:

Sr. No.	Deposit Details	31-03-2000	31-03-2001	Percentage
1	Decade Bond	0.28	0.26	73.59%
2	Fixed Deposit (Individual)	4961.21	6067.88	
3	Fixed Deposit (societies)	518.43	643.30	
4	Silver Jubilee Bond	405.95	452.80	
5	Member Gift Bond	20.98	38.27	
6	Unnati Bond	256.65	296.48	
7	Daily Savings	336.52	387.41	3.80%
8	Recurring	150.80	247.76	2.43%
9	Savings Deposits	1353.74	1633.31	16.03%
10	Current Deposits	347.57	423.35	4.15%
		8352.13	10190.82	100%

During the year, the bank has regularly paid insurance premiums on a half-yearly basis under the Deposit Insurance Scheme.

The interest rates on the aforementioned deposits are subject to increase or decrease as per the rules and instructions issued by the Reserve Bank of India from time to time.

As of 31-03-2001, there is a discrepancy between the total deposits recorded in the bank's books and the individual ledger accounts, details of which have been provided in the section on deficiencies and suggestions.

During the audit period, the deposit growth is detailed as follows:

Sr. No.	Detail	31-03-2001	31-03-2000	Increase	Percentage
1	Fixed Deposits	81.34	66.51	14.83	22.30%
2	Savings Deposits	16.33	13.54	2.79	20.61%
3	Currents Deposits	4.23	3.47	0.76	21.90%
	Total Deposits	101.90	83.52	18.38	22.01%

Financial Position:

For the audit period from 01-04-2000 to 31-03-2001, a review of the profit and loss account reveals the following: Interest income amounted to Rs. 12,48,48,446.37, commission income was Rs. 22,05,831.69, and other income was Rs. 29,25,715.48, totaling an income of Rs. 12,99,79,993.54. Against this, expenses included interest on deposits and borrowings of Rs. 8,79,95,358.27, salaries and other allowances of Rs. 1,48,12,733.00, other expenses of Rs. 88,72,786.18, provisions for bad and doubtful debts of Rs. 49,14,000.00, building fund provision of Rs. 20,00,000.00, NPA provision for standard assets of Rs. 19,65,000.00, and a net profit of Rs. 79,20,116.09. This net profit is Rs. 31,33,435.85 higher than the previous year.

During the audit period, overdue interest increased from Rs. 241.69 lakh to Rs. 310.35 lakh, resulting in an increase of Rs. 47.69 lakh. Additionally, a provision of Rs. 49.14 lakh was made for bad and doubtful debts. The combined effect of provisions for doubtful debts (Rs. 49.14 lakh) and the increase in overdue interest (Rs. 68.66 lakh) resulted in a total provision of Rs. 117.80 lakh, adversely impacting the profit. The proportion of non-performing loans is increasing year by year due to overdue loans, and urgent measures are needed to control this.

Branch Operations:

The growth rate of deposits in the branches is noteworthy. The proportion of loans is also gradually increasing. All branches of the bank are currently profitable. The main office and eight branches are operational. However, the reconciliation of branch accounts with the head office is not being done regularly. Discrepancies from several previous years persist and remain unresolved. Action needs to be taken to address this reconciliation.

Additionally, the bank conducts transactions with other banks, and discrepancies are also observed in these accounts. The bank has initiated reconciliation processes, and the management is specially requested to complete these promptly. It is urgently directed that reconciliation between the branches and the head office be undertaken immediately. In the future, if any irregularities are found, the entire responsibility will lie with the Board of Directors, the Manager, the agents of the respective branches, and the officers involved in this work. Special notice is to be taken of this instruction.

Office Operations:

The bank has consistently maintained the required Cash Reserve Ratio (CRR) and Statutory Liquidity Ratio (SLR) as mandated under the Banking Regulation Act. Reports required to be submitted to the Reserve Bank of India (RBI) are sent on time. The inspection conducted by the RBI has been addressed, and the necessary rectifications have been submitted to the RBI.

Suggestions:

- (1) The head office and branches should maintain stationery stock registers. The stock of each type of stationery should be physically verified before placing new orders.
- (2) Regular reconciliation of accounts at the head office and branches, including general ledgers, individual accounts, and accounts with other banks, is essential.
- (3) Given the increasing proportion of deposits and loans, as well as the expanding scope of operations, the bank urgently needs to establish a separate department for branch inspections, statistical operations, recovery, internal audits, and related activities.
- (4) The bank should ensure that all necessary documents for loan applications are complete before disbursing loans. Post-disbursement inspections should be conducted, and regular checks of stock registers, property verification, and other relevant aspects should be included in the inspection process.

Sd/- Illegible

Vinodchandra G. Desai

Chartered Accountants

Date: 15/09/2002

My name is Mohanbhai Uttambhai Gandhi, aged 50 years, occupation: Income Tax and Sales Tax Practitioner. I reside at Tamurabhad, Tarota Bazaar, above Bank of Baroda, Taluka/District Navsari, and Phone Nos.: (Residence) 53261, (Office) 50879.

On being asked, I state that I reside at the above-mentioned address with my family. I am an Income Tax and Sales Tax Practitioner, and my office is located above the Bank of Baroda at Tarota Bazaar, Navsari. In my office, I prepare account books for traders, handle matters related to Sales Tax and Income Tax, and perform work related to their legal provisions. I have three children: two sons and one daughter. My elder son, Bhavesh, is studying to become a Chartered Accountant (C.A.) in Navsari. My younger son is pursuing a B.Com degree in Baroda. My daughter, Medhaben, is studying for a B.C.A. at Naranlala University in Navsari. I have no siblings. I completed my education from Standard 1 to 7 in my village, Bagdana. Subsequently, I studied from Standard 8 to 11 at Navsari High School. Thereafter, I completed my B.Com degree as an external student at Bhopal University. I have been residing in Navsari for the last 25 years. I came into contact with Shri Thakorbbhai Desai, Chairman of Navsari People's Bank, and have had occasional meetings with him. Since my profession involves Income Tax and Sales Tax, at the suggestion of Shri Thakorbbhai Desai, I joined Navsari People's Co-operative Bank Ltd. as a Director on 01/08/1999 to provide my services to the bank. Since 01/07/2005, by the decision of the Board of Directors, I have been a

member of the Income Tax Committee in the Investment Committee of Navsari People's Co-operative Bank Ltd.

The Investment Committee consists of three Directors, one General Manager, and one Vice Manager. All investment-related decisions are made by the Investment Committee, and these decisions are approved by the Board of Directors. As per the guidelines of the Reserve Bank of India, the bank must maintain its Statutory Liquidity Ratio (SLR) by buying and selling government securities. For this purpose, Navsari People's Bank Ltd. had been conducting transactions for the purchase and sale of government securities with Home Trade Ltd., Mumbai. Initially, the transactions for the purchase and sale of government securities with Home Trade Ltd. were completed, and physical possession of the securities was received by Navsari People's Co-operative Bank Ltd. However, later, the securities purchased were not delivered. As a result, Navsari People's Co-operative Bank Ltd. was defrauded of Rs. 20, 76, 52,925/- by Home Trade Ltd.

As a member of the Investment Committee, I was only consulted for information related to Income Tax. The purchase and sale of government securities were handled by Hiteshbhai Desai, a member of the Investment Committee, in coordination with Home Trade Ltd. I had informed Hiteshbhai that in the purchase and sale of government securities, the sale should only be made after receiving physical possession of the securities, and the amount from the sale should be promptly accounted for. This is because large-scale frauds often arise in the securities business later. However, at that time, Hiteshbhai told me that our transactions with Home Trade Ltd. were based on long-standing relations, and no such issues had arisen so far. Hence, I did not pay further attention to the matter. I do not know Ketanbhai Seth personally. However, when he was arrested and

brought to Valsad Police Station, I saw him in court in Valsad along with Thakorbbhai. I did not have any conversation with him. Since government securities are not my area of expertise, I have no knowledge about this matter. I learned about the fraud involving Home Trade Ltd. through newspapers, which mentioned that Sanjay Agarwal, Subodh Bhandari, N.S. Trivedi, and Ketan Seth, among others, were directors and operators of Home Trade Ltd. It was reported that Navsari People's Co-operative Bank Ltd. had conducted transactions for the purchase and sale of securities and shares with Home Trade Ltd., but due to non-delivery of physical securities, the bank was defrauded of Rs. 24,76,52,925/-. I learned about this when the scam involving Home Trade Ltd. and Nagpur Bank was reported in the newspapers. Upon inquiry with Hiteshbhai Desai, he informed me about the matter. The Reserve Bank of India filed a complaint in the Hon'ble court against the Directors, Chairman, and operators of Navsari People's Co-operative Bank Ltd. for violating the Banking Regulation Act.

The above fact stated by me is true and correct.

Before,
Sd/- Illegible
Police Sub Inspector
Navsari Town Police Station

Date: 24/09/2002

My name is Shivjibhai Muljibhai Patel, aged 49 years, occupation: Diamond business, originally from Aagaran, Taluka Jodia, District Jamnagar, currently residing at Navsari, Shantadevi Road, Ramkrishna Nagar Society, Taluka/District Navsari, Phone No.: (Residence) 57669.

On being asked, I state that I reside at the above-mentioned address. We are engaged in the diamond business at Shantadevi Road, Navsari. My family consists of six brothers and one sister. The eldest brother, Raghavjibhai, is retired. The next brother, Bhagwanjibhai, is also retired and resides in Navsari. The next younger brother, Tribhuvanbhai, is retired and lives in Aagaran. The next brother, Jerambhai, works in agriculture in our native village. The next brother, Shantibhai, runs a business in Navsari, and I am the youngest. My sister resides in Bhundada village, Morali. I have three children: two daughters and one son. The elder daughter, Sunitaben, is married and resides in Mumbai. The younger daughter, Baby Rita, is married in Morbi. My son, Nilesh, works at Nirma Company in Vadodara. My education is up to F.Y. Science, which I completed in Morbi. I have been residing in Navsari since 1972 and have been a Director at Navsari People's Co-operative Bank Ltd. since 1992. Initially, I was part of the Valuation Committee, where we inspected properties of loan applicants. For the last year, I have been in the Branch Committee.

As a Director of Navsari People's Bank, my duty is to provide opinions on the bank's financial transactions during Board of Directors meetings. As per the Reserve Bank of India's regulations, the bank must maintain its Statutory Liquidity Ratio (SLR) by buying and selling

government securities. The decisions regarding the purchase and sale of government securities are made by the Investment Committee. Navsari People's Co-operative Bank Ltd. has been conducting transactions for the purchase and sale of government securities, primarily with Home Trade Ltd., Mumbai, for a long time. During Board of Directors meetings, the bank's manager would present details of these transactions, and the decisions made by the Investment Committee were approved by the Board. Since Navsari People's Co-operative Bank Ltd. had been conducting financial transactions for the purchase and sale of government securities with Home Trade Ltd. for a long time, there was no reason for distrust. Most of these transactions were handled by Hiteshbhai Desai, a member of the bank's Investment Committee, who coordinated with others for these dealings.

In April 2002, it came to light through newspaper reports that Home Trade Ltd., Mumbai, had committed financial fraud in transactions involving government securities with Nagpur Citizens District Co-operative Bank Ltd. Upon inquiring with Hiteshbhai Desai, a Director and member of the Investment Committee of our bank, he informed us that our bank had not received physical delivery of government securities worth Rs. 24,76,52,925/-. Efforts were made by the bank to obtain physical delivery of these securities, but they were unsuccessful, and it was confirmed that our bank had also been defrauded. I do not personally know the directors or operators of Home Trade Ltd. However, from reading newspapers, I learned that Sanjay Agarwal, Subodh Bhandari, N.S. Trivedi, and Ketan Seth, among others, are directors of Home Trade Ltd. It was reported that Home Trade Ltd. had defrauded our bank as well as several other banks. Our bank's manager, Shri Bhanuprasad Harishankar Suthar, filed a

complaint regarding this matter, and it was learned that the police had arrested Ketan Seth, a director of Home Trade Ltd.

The above fact stated by me is true and correct.

Before,

Sd/- Illegible

Police Sub Inspector

Navsari Town Police Station

Date: 24/09/2002

My name is Shankarbhai Ramchandrabhai Rathi, aged 46 years, occupation: Business, residing at 404 Puja Apartment, Vijalpor Road, Taluka Jalalpor, District Navsari, Phone Nos.: (Residence) 40853, (Office) 47023, 52318.

Upon inquiry in person, I state that I reside at the above-mentioned address with my family. My shop, named Kailitro Enterprise, is located on rent at Udyog Nagar, C-28, where I conduct business in hardware and machine tools to earn my livelihood. My family consists of four brothers. The eldest brother, Dhvarkadas, works in agriculture in our native place, Hanuman Gadh Town, Rajasthan. The next younger brother, Shashikant, also works in agriculture in Hanuman Gadh Town, Rajasthan. The next younger brother, Tulshikant, runs a business dealing in gunny bags in Hanuman Gadh. The next younger brother, Hansrajbhai, is engaged in the plastic goods business in Guwahati. I am the youngest. I have one daughter, named Kajal, who is four months old. I completed my education up to M.A. in my native place, Hanuman Gadh. I have been residing in Navsari since 1986. Since June 2000, I have been serving as a Director at Navsari People's Co-operative Bank Ltd.

As a Director of the bank, my duty is to provide opinions on policy-related decisions concerning financial transactions during the Board of Directors' meetings. As per the Reserve Bank of India's regulations, the bank must maintain its Statutory Liquidity Ratio (SLR) by buying and selling government securities. The decisions regarding the purchase and sale of government securities are made by the Investment Committee. During Board meetings, the bank's manager would report on the

transactions involving the purchase and sale of government securities, including the amount involved. However, details about the parties with whom these transactions were made were not disclosed. Most of these government securities transactions were handled by Hiteshbhai Desai, a member of our bank's Investment Committee.

In April 2002, I learned through newspaper reports about a fraud committed by Home Trade Ltd., Mumbai, in financial transactions involving government securities with Nagpur Citizens District Co-operative Bank Ltd. Upon inquiring with Hiteshbhai Desai, a member of the bank's Investment Committee, he informed me that our Navsari People's Bank Ltd. had also been conducting government securities transactions with Home Trade Ltd., Mumbai. He further stated that physical possession of government securities worth Rs. 20, 76, 52,925/- was yet to be received by our bank from Home Trade Ltd. I learned of this matter through Hiteshbhai Desai's statement. Since I am not a member of any committee, I have no further information on this issue. Efforts were made on behalf of Navsari People's Co-operative Bank Ltd. to obtain physical possession of the government securities from Home Trade Ltd., but they were unsuccessful.

I do not personally know the directors or operators of Home Trade Ltd. However, I learned from newspaper reports that their names include Sanjay Agarwal, Subodh Bhandari, N.S. Trivedi, and Ketan Seth, among others. I have not met any of them. The manager of Navsari People's Bank, Shri Bhanuprasad Harishankar Suthar, filed a police complaint against the directors and operators of Home Trade Ltd. The police have arrested Ketan Seth in connection with this case. Additionally, the Reserve Bank of India has filed a complaint in the Hon'ble Navsari court against us Directors for violating the Banking Regulation Act.

The above fact stated by me is true and correct.

Before,

Sd/- Illegible

Police Sub Inspector

Navsari Town Police Station

Date: 24/09/2002

My name is Nanabhai Madhubhai Malaviya, aged 37 years, occupation: Accountant, residing at Panchvati, Kamalpark Society, Jalalpor, Taluka Jalalpor, District Navsari, Phone Nos.: (Residence) 40718, (Office) 43144.

Upon inquiry in person, I state that I reside at the above-mentioned address and run my accounting business from my own office located at Limda Chowk. My family consists of five brothers. The eldest brother, Dhirubhai, is engaged in the cloth trade in Jalalpor. The next younger brother, Vitthalbhai, runs a diamond factory on Jalalpor Road. The next younger brother, Devchandbhai, works in agriculture in our village. I am the next in line, and the youngest brother, Govindbhai, works in diamond polishing in Jalalpor. My native village is Vankiya (Bhad), Taluka Khambha, District Amreli. I came to Navsari Jalalpor in 1978 for education. I studied up to Standard 7 in my village. Thereafter, I studied Standards 8 and 9 at Janata High School, Jalalpor, and Standards 10, 11, and 12 at Sanskar Bharti, Navsari. I completed my B.Com degree at Navsari College and later started working as an accountant.

In 1996, I joined Navsari People's Co-operative Bank Ltd. as a Director. My duty at the bank is to provide opinions on policy-related decisions concerning financial transactions during Board of Directors' meetings. As per the Reserve Bank of India's regulations, the bank must maintain its Statutory Liquidity Ratio (SLR) by buying and selling government securities. The decisions regarding the purchase and sale of government securities are made by the Investment Committee, which

changes every year. During Board meetings, the bank's manager would inform us about the decisions taken by the Investment Committee regarding the purchase and sale of government securities and provide details about the amount involved. However, the details of the parties with whom these transactions were made were not disclosed during the Board meetings. All these tasks were handled by Hiteshbhai Desai, a member of our bank's Investment Committee. The purchase and sale of government securities took place, and a fraud of Rs. 20, 76, 52,925/- was committed by the directors and operators of Home Trade Ltd., Mumbai, against our bank. The bank's manager has filed a complaint against them in this regard.

The above fact stated by me is true and correct.

Before,

Sd/- Illegible

Police Sub Inspector

Navsari Town Police Station

Date: 24/09/2002

My name is Gangarambhai Haribhai Patel, aged 46 years, occupation: Business, residing at Shivnagar Society, Umiya Niwas, Gauri Shankar Mahallo, Taluka Jalalpor, District Navsari, Phone Nos.: (Residence) 17557, (Office) 39230.

Upon inquiry in person, I state that I reside at the above-mentioned address with my family. My native village is Sakhpur, located in Morbi Taluka, Rajkot District. I have been living in Jalalpor for the last 25 years. My family consists of four brothers. I am the eldest. My younger brother, Mansukhbhai, works in agriculture in our village. The next younger brother, Gopalbhai, works as a broker in Mumbai. The youngest brother, Chamanbhai, is engaged in diamond polishing in Surat. I have three children: one daughter named Divya, who studies at Navsari College, and two sons. The elder son, Vipul, is studying in Standard 12 at Madrasa School, Navsari. The younger son, Manojkumar, is also studying in Standard 12 at Madrasa School. I completed my education up to Standard 5 in my village.

I joined Navsari People's Co-operative Bank Ltd. as a Director on 29/02/2000. As a Director, my duty is to provide opinions on policy-related decisions concerning the bank's financial transactions during Board of Directors' meetings. As per the Reserve Bank of India's regulations, the bank must maintain its Statutory Liquidity Ratio (SLR) by buying and selling government securities. The decisions regarding the purchase and

sale of government securities are made by the Investment Committee. During Board meetings, the bank's manager would inform us about these transactions, including the amount involved in the purchase and sale of government securities. However, details about the parties with whom these transactions were made were not disclosed. Most of these government securities transactions were handled by Hiteshbhai Desai, a member of our bank's Investment Committee.

In April 2002, I learned through newspaper reports about a fraud committed by Home Trade Ltd., Mumbai, in financial transactions involving government securities with Nagpur Citizens Co-operative Bank Ltd. Upon inquiring with Hiteshbhai Desai, a member of our bank's Investment Committee, he informed me that our Navsari People's Bank Ltd. had also been conducting government securities transactions with Home Trade Ltd., Mumbai. He further stated that physical possession of government securities worth Rs. 24, 76, 52,925/- was yet to be received by our bank from Home Trade Ltd. I learned of this matter through Hiteshbhai Desai's statement. Since I am not a member of any committee, I have no further information on this issue. Efforts were made on behalf of Navsari People's Co-operative Bank Ltd. to obtain physical possession of the government securities from Home Trade Ltd., but they were unsuccessful.

I do not personally know the directors or operators of Home Trade Ltd. However, I learned from newspaper reports that their names include Sanjay Agarwal, Subodh Bhandari, N.S. Trivedi, and Ketan Seth, among others. I have not met any of them. The manager of Navsari People's Bank, Shri Bhanuprasad Harishankar Suthar, filed a complaint against the directors and operators of Home Trade Ltd. The police have arrested Ketan

Seth in connection with this case. Additionally, the Reserve Bank of India has filed a complaint in the Hon'ble Navsari court against us Directors for violating the Banking Regulation Act.

The above fact stated by me is true and correct.

Before,

Sd/- Illegible

Police Sub Inspector

Navsari Town Police Station

Date: 24/09/2002

My name is Kiranbhai Bhagwanji Bhagat, aged 50 years, occupation: Service, residing at Tulsivan, Chhapra Road, G.L.B. 2, Taluka/District Navsari, Phone No.: (Office) 50244.

Upon inquiry in person, I state that I reside at the above-mentioned address with my family. I have been working as a Senior Clerk at Mafatlal Mill in Navsari for the last 22 years. I have two children: a son named Divyang, who is studying in college, and a daughter named Krishna, who is studying in Standard 10 at Navsari High School. My wife, Kalpanaben, is a homemaker. I have one sister, Chhayaben, who is married and resides in Valsad. My father, Bhagwanjibhai, is currently living a retired life. I studied from Standard 1 to 7 at Navsari Kumar Shala No. 1, from Standard 8 to 11 at Navsari Madrasa School, and completed my B.Com at P.K. Patel Commerce College, Navsari. Thereafter, I pursued an LL.B. at Dinsha Daboo Law College. After that, I joined Mafatlal Mill in a service role.

Since 1997, I have been serving as a Director at Navsari People's Co-operative Bank Ltd. As a Director, my duty is to provide opinions during Board of Directors' meetings on policy-related decisions concerning the bank's financial transactions, including approving decisions made by the Investment Committee. As per the Reserve Bank of India's circulars, the bank must maintain its Statutory Liquidity Ratio (SLR) by buying and selling government securities. The decisions regarding the purchase and sale of government securities are made by the Investment Committee. During Board of Directors' meetings, the bank's

manager would inform us about the decisions taken by the Investment Committee and provide details about the amount involved in the purchase and sale of government securities. This information was shared to ensure the bank's financial stability, and the Board of Directors would approve the Investment Committee's decisions regarding these transactions. However, we did not discuss with whom the government securities transactions were made. Our sole aim was to ensure the bank's benefit.

I am unaware of the parties with whom Navsari People's Co-operative Bank Ltd. conducted government securities transactions. However, I learned through newspaper reports about a fraud committed by Home Trade Ltd., Mumbai, in financial transactions involving government securities with Nagpur Citizens District Co-operative Bank Ltd. Subsequently, through the statement of Shri Thakorbhai Desai, Chairman of Navsari People's Bank Ltd., I learned that our bank had also conducted government securities transactions with Home Trade Ltd., Mumbai. In these transactions, physical possession of government securities worth Rs. 24,76,52,925/- was yet to be received by Navsari People's Co-operative Bank Ltd. from Home Trade Ltd. Efforts were made by the bank to obtain physical possession of these securities, but they were unsuccessful.

I learned the names of Home Trade Ltd.'s directors and operators through newspaper reports, including Sanjay Agarwal, Subodh Bhandari, N.S. Trivedi, and Ketan Seth. I do not know them personally, nor have I met them. Most of the government securities transactions for Navsari People's Co-operative Bank Ltd. were handled by Hiteshbhai Desai, a member of the Investment Committee. Our bank's manager, Shri Bhanuprasad Harishankar Suthar, filed a complaint against the directors and operators of Home Trade Ltd., and the police have arrested Ketan Seth in connection with this case. I have neither met nor do I know Ketanbhai

Seth. Additionally, the Reserve Bank of India has filed a complaint in the Hon'ble Navsari court against us Directors for violating the Banking Regulation Act.

The above fact stated by me is true and correct.

Before,
Sd/- Illegible
Police Sub Inspector
Navsari Town Police Station

Date: 24/09/2002

My name is Dr. Amitbhai Bachubhai Soni, aged 46 years, occupation: Medical profession, residing at 17-B, Alka Society, Chhapra Road, Navsari, Taluka/District Navsari, Phone No.: (Residence) 59724.

Upon inquiry in person, I state that I reside at the above-mentioned address with my family and practice my medical profession at my clinic located opposite the Hanumanji Temple at Gadelwad Gate, Navsari. My family includes one son, Abhishek, who studies at Madrasa School, and one daughter, Kalashri, who is studying in Standard 11 at Sheth R.J.J. School. My wife is also engaged in the medical profession. I completed my education from Standard 1 to 7 at Primary School No. 7 in Navsari, and from Standard 8 to 11 at Navsari Government Medical College in Surat. In 1981, I obtained my M.B.B.S. degree and have been practicing medicine at the aforementioned clinic in Navsari since then.

In 2001, due to my prior acquaintance with Shri Thakorbhai Desai, Chairman of Navsari People's Co-operative Bank Ltd., he requested me to provide my services to the bank. Consequently, I joined Navsari People's Co-operative Bank Ltd. as a Director in June 2001. My duty as a Director is to provide opinions on policy-related decisions concerning the bank's financial transactions during Board of Directors' meetings. As per the Reserve Bank of India's circulars, the bank must maintain its Statutory Liquidity Ratio (SLR) by buying and selling government securities. The decisions regarding the purchase and sale of government securities are made by the Investment Committee. During Board meetings, the bank's manager would inform us about the decisions taken by the Investment

Committee and provide details about the amount involved in the purchase and sale of government securities. To ensure the bank's financial stability, the Board of Directors would approve the Investment Committee's decisions regarding these transactions. However, we did not discuss with whom the government securities transactions were made, as our sole aim was to ensure the bank's benefit.

I am unaware of the parties with whom Navsari People's Co-operative Bank Ltd. conducted government securities transactions. However, I learned through newspaper reports about a fraud committed by Home Trade Ltd., Mumbai, in financial transactions involving government securities with Nagpur Citizens District Co-operative Bank Ltd. Subsequently, through the statement of Shri Thakorbbhai Desai, Chairman of Navsari People's Bank Ltd., I learned that our bank had also conducted government securities transactions with Home Trade Ltd., Mumbai. In these transactions, physical possession of government securities worth Rs. 24,76,52,925/- was yet to be received by Navsari People's Co-operative Bank Ltd. from Home Trade Ltd. Efforts were made by the bank to obtain physical possession of these securities, but they were unsuccessful.

I learned the names of Home Trade Ltd.'s directors and operators through newspaper reports, including Sanjay Agarwal, Subodh Bhandari, N.S. Trivedi, and Ketan Seth. I do not know them personally, nor have I met them. Most of the government securities transactions for Navsari People's Co-operative Bank Ltd. were handled by Hiteshbhai Desai, a member of the Investment Committee. Our bank's manager, Shri Bhanuprasad Harishankar Suthar, filed a complaint against the directors and operators of Home Trade Ltd., and the police have arrested Ketanbhai Seth, a director of Home Trade Ltd., in connection with this case. I have neither met nor do I know Ketan Seth. Additionally, the Reserve Bank of

India has filed a complaint in the Hon'ble Navsari court against us
Directors for violating the Banking Regulation Act.

The above fact stated by me is true and correct.

Before,

Sd/- Illegible

Police Sub Inspector

Navsari Town Police Station

Date: 24/09/2002

My name is Karamshi Damjibhai Patel, aged 40 years, occupation: Contractor, residing at Shantadevi Road, Sardar Society, Bungalow No. 8, Taluka/District Navsari, Phone Nos.: (Residence) 81463, (Office) 45424, originally from Gajdi, Taluka Jodia, District Jamnagar.

Upon inquiry in person, I state that I reside at the above-mentioned address with my family. My family consists of three brothers. The eldest brother, Laghabhai, works as a contractor. I am the next younger brother, and the youngest, Dharmshibhai, also works as a contractor and runs a factory. I have three children: one son, Mitul, who studies in Standard 9 at Sheth R.J.J. School in Navsari, and two daughters. The elder daughter, Jalpa, studies in Standard 8 at D.D. Girls' School, and the younger daughter, Hina, studies in Standard 5 at D.D. Girls' School. I completed my education up to Standard 7 in my village and have been residing in Navsari for the last 28 years. As a social worker, I joined Navsari People's Co-operative Bank Ltd. as a Director in August 1999. My term ended on July 31, 2002, and I am currently not a Director.

As a Director, my duty was to provide approval during Board of Directors' meetings for policy-related decisions concerning the bank's financial transactions, including those made by the Investment Committee. As per the Reserve Bank of India's regulations, the bank must maintain its Statutory Liquidity Ratio (SLR) by buying and selling government securities. The decisions regarding the purchase and sale of government securities are made by the Investment Committee. During Board of Directors' meetings, the bank's manager would inform us about the

decisions taken by the Investment Committee and provide details about the amount involved in the purchase and sale of government securities. To ensure the bank's financial stability and profitability, the Board of Directors would approve the Investment Committee's decisions regarding these transactions. However, we did not discuss with whom the government securities transactions were made, as our sole aim was to ensure the bank's benefit.

I am unaware of the parties with whom Navsari People's Co-operative Bank Ltd. conducted government securities transactions. However, I learned through newspaper reports about a fraud committed by Home Trade Ltd., Mumbai, in financial transactions involving government securities with Nagpur Citizens District Co-operative Bank Ltd. Subsequently, through the statement of Hiteshbhai Desai, a member of our bank's Investment Committee, I learned that our bank had also conducted government securities transactions with Home Trade Ltd., Mumbai. Physical possession of government securities worth Rs. 24, 76, 52,925/- was not received by the bank. This information came to my knowledge through these transactions, and later, the bank attempted to obtain physical possession of the government securities from Home Trade Ltd., but neither the securities nor the funds were received. It was evident that Home Trade Ltd. had committed fraud, cheating, and misappropriation of funds against Navsari People's Co-operative Bank Ltd.

I do not know or have met any directors or operators of Home Trade Ltd. Through newspaper reports, I learned that Home Trade Ltd., Mumbai's directors include Sanjay Agarwal, Subodh Bhandari, N.S. Trivedi, and Ketan Seth, among others. Our bank's manager, Shri Bhanuprasad Harishankar Suthar, filed a police complaint against the directors and operators of Home Trade Ltd., and the police have arrested

Ketan Seth, a director of Home Trade Ltd. I neither know nor have met Ketan Seth. Additionally, the Reserve Bank of India has filed a complaint in the Hon'ble Navsari court against us Directors for violating the Banking Regulation Act. The purchase and sale of government securities for Navsari People's Co-operative Bank Ltd. were primarily handled by Hiteshbhai Desai, a member of the Investment Committee, who also conducted these transactions. I have no further information on this matter.

The above fact stated by me is true and correct.

Before,

Sd/- Illegible

Police Sub Inspector

Navsari Town Police Station

Date: 24/09/2002

My name is Yashwantbhai Gulabbhai Desai, aged 60 years, occupation: Retired, residing at 101 Swapna, opposite Subhashnagar Society, Ghod Dod Road, Surat. Phone No.: 3234045.

Upon inquiry in person, I state that we are three brothers. The eldest brother is Gunwantbhai, followed by Dinakarbhai, and I am the youngest. I completed my S.S.C. at Mission High School in Nashirabad, Ajmer, and pursued my B.Com and M.Com at M.S. University, Vadodara. In 1964, I joined Dena Bank in Vadodara as a clerk. In 1970, I was promoted to Officer, and my transfer took place to Dena Bank's main office at Bhagal, Surat. I served at Dena Bank in Surat until 1983. Thereafter, in 1983, I joined Surat People's Co-operative Bank Ltd. as Assistant General Manager. In 1999, I retired from Surat People's Co-operative Bank Ltd. as Deputy Manager. From May 2000, I joined Navsari People's Co-operative Bank Ltd. as General Manager and served in that capacity until my retirement on August 10, 2001.

During my tenure as General Manager at Navsari People's Co-operative Bank Ltd., government securities transactions were made through Niraj Surati, a Chartered Accountant from Bharuch, to maintain the Statutory Liquidity Ratio (SLR) as per Reserve Bank of India regulations. This practice had been ongoing since the time of my predecessor, Manager Shri Doshi. I am acquainted with Niraj Surati, who frequently visited the bank. He worked on behalf of Home Trade Ltd., Mumbai, and received a commission from them for facilitating deals. The purchase and sale of government securities for Navsari People's Co-operative Bank Ltd. were conducted with Home Trade Ltd. During my

tenure, Reserve Bank guidelines stipulated that government securities transactions should preferably be conducted through an account, though it was not mandatory. However, to my knowledge, in June 2001, a Reserve Bank of India circular mandated that SLR-related securities transactions be conducted through an SGL (Subsidiary General Ledger) account. Accordingly, I prepared the necessary documents, passed a resolution through the Board of Directors, and initiated the process to open an SGL account with HDFC Bank, Ahmedabad. As per my knowledge, the SGL account was opened via a letter dated 18/08/2001. However, during my tenure, no government securities transactions were made through the SGL account.

On May 25, 2001, during my tenure, Ketanbhai Seth from Mumbai visited Navsari People's Co-operative Bank Ltd. He met with the then Chairman, Thakorbbhai Desai, and Investment Committee members Hiteshbhai Desai and Mohanbhai Gandhi in the Chairman's chamber. The Investment Committee decided to sell government securities with a face value of Rs. 11.75 crore and a consideration value of Rs. 12,98,34,067/- to Home Trade Ltd. In return, securities with a consideration value of Rs. 12, 85, 92,333.33 and a face value of Rs. 12.50 crore were purchased from Home Trade Ltd. The difference amount of Rs. 12, 45, 74,076/- was received by Navsari People's Bank via a cheque from Janata Sahakari Bank dated 25/05/2001. This deal was finalized by the Investment Committee, and the physical possession of the purchased securities was not received by the bank. I was not present at the Investment Committee meeting during this transaction. In this deal, government securities were sold to Home Trade Ltd., but the physical possession of the securities purchased in return was not delivered to Navsari People's Co-operative Bank Ltd. As part of my duties as Manager, I wrote letters to Home Trade Ltd. to obtain physical

possession of the securities, but they typically took one-and-a-half to two months to deliver due to processing delays. During my tenure, all prior government securities transactions had been completed. I retired from Navsari People's Co-operative Bank Ltd. on August 10, 2001.

As a retired Manager of Navsari People's Co-operative Bank Ltd., I learned that Home Trade Ltd. initially gained the bank's trust in government securities transactions but later failed to deliver physical possession of the securities. Consequently, Home Trade Ltd. defrauded Navsari People's Co-operative Bank Ltd. of Rs. 24,76,52,925/-, including profits and interest, through cheating and misappropriation. The moral responsibility lies with the Investment Committee, as my role as Manager was to follow the policies and decisions made by the Investment Committee, which I fulfilled completely during my tenure. During my tenure, I neither met nor do I know Ketan Seth.

The above fact stated by me is true and correct.

Before,
Sd/- Illegible
Police Sub Inspector
Navsari Town Police Station

Date: 23/10/2002

My name is Thakorbbhai Maganlal Desai, aged 65 years, occupation: Legal practice, residing at 202 Poorv Pashchim Apartment, opposite Court, Junathana, Navsari, Phone Nos.: 59752, 57956.

Upon inquiry in person, I state that I reside at the above-mentioned address and practice law. I hold M.A. and LL.B. degrees.

I have been serving as the Chairman of Navsari People's Co-operative Bank Ltd., located at Din Dhyani Bhavan, Din Dayal Chowk near Tower, since 1986. As Chairman, my responsibilities include regulating the bank's financial transactions and employee management as per the instructions of the Board of Directors, in accordance with cooperative laws and bylaws. As per amendments in cooperative laws, no individual can hold a position for more than two terms, i.e., six years. Therefore, I was relieved from the Chairman's position on 30/06/2002. After me, the bank's Vice-Chairman, Shri Mafatbbhai Purohit, was appointed as Chairman. However, I have recently been elected unopposed as a Director of the bank for a three-year term.

From 1999, while serving as Chairman, I was also the Chairman of the Investment Committee by virtue of my position. At that time, the Investment Committee members included (1) Hiteshbhai Shankarbhai Desai, (2) Mohanbbhai Somabhai Gandhi, the bank's Manager Bhanuprasad H. Suthar, and Assistant Chairman Arvindbbhai Soni. The Investment Committee's role is to make decisions regarding the investment in government securities to maintain the Statutory Liquidity Ratio (SLR) as

per Reserve Bank of India regulations, ensuring the bank's profitability, and to execute related operations.

On 25/05/2001, Ketanbhai Seth visited Navsari People's Co-operative Bank Ltd. and met me and the Investment Committee members in my chamber. The internal auditor, Vinodbhai Desai, was also present. Ketanbhai Seth stated that he was a Director of Home Trade Ltd. and proposed that the purchase, sale, and investment of government securities be conducted through Home Trade Ltd., Mumbai. To my recollection, Hiteshbhai Shankarbhai Desai was present at the meeting. Since Hiteshbhai Desai had prior experience in share trading and was knowledgeable, he handled all government securities transactions with Home Trade Ltd. via telephone.

Navsari People's Co-operative Bank Ltd. conducted a total of sixteen government securities transactions with Home Trade Ltd., Mumbai, on the following dates: 30/12/1999, 16/02/2000, 22/02/2000, 14/03/2000, 20/09/2000, 01/02/2001, 20/02/2001, 12/04/2001, 25/05/2001, 14/08/2001, 19/09/2001, 17/10/2001, 05/11/2001, and 19/03/2002. In the final transaction on 19/03/2002, Home Trade Ltd. sent only a contract note, and physical possession of government securities worth Rs. 24,76,52,925/-, which were sold by the bank, was not provided. However, the difference amount of Rs. 5, 59,419.44 was sent via HDFC Bank cheque no. 984100 dated 19/03/2002, which was credited to the bank's account. Regarding the aforementioned amount of Rs. 24,76,52,925/-, physical possession of the securities was not received in transactions with Home Trade Ltd., and only the difference amount was provided. Despite the bank sending letters to Home Trade Ltd., physical possession was not obtained. It appears that Home Trade Ltd.'s directors and operators initially gained the bank's trust and later, with criminal

intent, breached that trust, misappropriating Rs. 24,76,52,925/- from the bank. The Board of Directors passed a resolution authorizing the bank's Manager, Bhanuprasad Harishankar Suthar, to take legal action. Consequently, a complaint was filed against Home Trade Ltd.'s directors and operators at Navsari Town Police Station, registered as C.R. No. 93/2002 under IPC Sections 406, 408, 420, 421, and 422. The complaint names thirteen accused, including Home Trade Ltd.'s directors: (1) Ketan Seth, (2) Sanjay Agarwal, (3) N.S. Trivedi, (4) Kanan Agarwal (working in the securities department), and (5) Subodh Bhandari (also working in Home Trade's securities department), who played a role in the fraud against Navsari People's Bank. I am unaware of how the remaining names were included.

In the government securities transaction with Home Trade Ltd. on 19/03/2002, physical possession of the securities was not received by Navsari People's Co-operative Bank Ltd. even in prior deals. However, the difference amounts were regularly received by the bank. I am unaware of any regulation stating that securities cannot be sold until physical possession is obtained or the securities are registered in the bank's name after purchase.

As per Reserve Bank regulations, Navsari People's Co-operative Bank Ltd. opened an SGL account in August 2001. However, since the bank did not have physical possession of government securities at that time, no securities transactions were made through the SGL account.

Navsari People's Co-operative Bank Ltd.'s government securities transactions with Home Trade Ltd. were initially facilitated through Nirajbhai Surati, a Chartered Accountant from Bharuch. Subsequently, no commission was involved in the purchase and sale transactions with Home Trade Ltd. I have no knowledge regarding commissions.

The Reserve Bank of India filed a complaint against Navsari People's Co-operative Bank Ltd., its directors, and Chairman in the Hon'ble Navsari court for violating the Banking Regulation Act due to administrative errors. We believe we are not at fault in this matter.

Officers from the Registrar of Cooperative Banks, Gandhinagar, and the Reserve Bank of India, Ahmedabad, inspected Navsari People's Co-operative Bank Ltd. Their report criticized the bank's administration and the failure to conduct securities transactions through the SGL account. We believe we are not at fault in this regard.

During the year 2001-2002, no internal auditor was appointed, and thus, no internal audit was conducted. Home Trade Ltd.'s directors and operators defrauded Navsari People's Co-operative Bank Ltd. of Rs. 24,76,52,925/- through cheating and misappropriation. We believe we are not at fault, as Home Trade Ltd.'s personnel gained the bank's trust and, with malicious intent, conspired to commit this act with deceit. We bear no responsibility for this.

The above fact stated by me is true and correct.

Before,

Sd/- Illegible

Police Sub Inspector

Navsari Town Police Station

Date: 09/09/2002

My name is Chunilal Chhogaji Mali, aged 52 years, occupation: Service, residing at 17/193, Rameshwar Apartment, Sola Road, Naranpura, Ahmedabad, Phone Nos.: (Office) 6584037, 7614, (Residence) 7413844.

Upon inquiry in person, I state that I reside at the above-mentioned address with my family. I have been employed at the Reserve Bank of India, Ahmedabad, at Gajjar Chambers, Ashram Road, in the Urban Banks Department for the last two years. I have been working with the Reserve Bank of India for the past 31 years, currently holding the position of Assistant Manager.

In May 2002, along with Manager Shri Vinayakbhai Rawal, I conducted a routine inspection of Navsari People's Co-operative Bank Ltd. under Section 35 of the Banking Regulation Act, 1949. The bank is located at Din Dayal Bhavan, Din Dayal Chowk, Navsari. During the inspection, we examined the bank's registers, documents, and financial transactions. We found that Navsari People's Co-operative Bank Ltd. failed to comply with Reserve Bank of India regulations regarding the Statutory Liquidity Ratio (SLR). The purchase and sale of government securities for maintaining SLR should have been conducted through an SGL (Subsidiary General Ledger) account, but the bank did not do so. Additionally, government securities for which physical possession was not obtained were sold, which was against regulations. In transactions with Home Trade Ltd., Mumbai, involving the purchase and sale of government securities, physical possession of the securities was not received. Despite this, these securities were resold, and other government securities were purchased in their place. Although physical possession of these purchased securities was

not obtained. they were recorded in the bank's books as investments in government securities. False information was provided to the Reserve Bank of India in the reports submitted, thereby violating the Banking Regulation Act. We included detailed findings in our inspection report and recommended action against the bank's directors and operators. A complaint was filed in the Hon'ble Navsari court against the directors and operators of Navsari People's Co-operative Bank Ltd. for violating the Banking Regulation Act.

The above fact stated by me is true and correct.

Before,

Sd/- Illegible

Police Sub Inspector

Navsari Town Police Station

Date: 07/12/2002

My name is Mafatbhai Motirabhai Purohit, aged 54 years, occupation: Agriculture and trade, residing at Shantadevi Road, Bhagwati Society, Bungalow No. 9, Nilam, Taluka/District Navsari, Phone No.: 56130.

Upon inquiry in person, I state that I reside at the above-mentioned address with my family. I am engaged in the trade of building materials and also manage my own agricultural land, where I conduct farming activities.

I have been a Director at Navsari People's Co-operative Bank Ltd., located at Din Dayal Bhavan, Din Dayal Chowk near Tower, for the past 12 years. For the last two years, I held the position of Vice-Chairman. During that time, Thakorabhai Maganlal Desai was the Chairman. He was relieved from the Chairman's position on 30/06/2002, and I currently hold the position of Chairman of Navsari People's Co-operative Bank Ltd.

Previously, as a Director and Vice-Chairman, my duty was to provide opinions on policy-related decisions concerning the bank's financial transactions during Board of Directors' meetings. As per Reserve Bank of India regulations, the bank is required to maintain its Statutory Liquidity Ratio (SLR) by buying and selling government securities. Additionally, as per cooperative laws, my role as a Director included providing opinions on policy-related decisions concerning the bank. The purchase and sale of government securities were handled by the bank's Investment Committee. Previously, the Investment Committee was chaired by Thakorabhai Maganlal Desai, with members (1) Hiteshbhai Shankarabhai

Desai, (2) Mohanbhai Uttambhai Gandhi, and the bank's Manager, Dhirubhai Nayak. The Investment Committee made decisions regarding the purchase and sale of government securities. As Directors, we trusted the Investment Committee to act in the bank's best interest, and during Board of Directors' meetings, we approved the decisions made by the Investment Committee. For a long time, Navsari People's Co-operative Bank Ltd. had been conducting government securities transactions with Home Trade Ltd., Mumbai. In these transactions, physical possession of government securities worth Rs. 24, 76, 52,925/- was not received by the bank. Despite the bank sending repeated letters to Home Trade Ltd., physical possession of the securities was not delivered. Home Trade Ltd.'s directors and operators initially gained the bank's trust by completing early transactions but later failed to deliver physical possession of the securities in subsequent transactions, sending false contract notes instead. This resulted in a fraud of Rs. 24, 76, 52,925/- and a breach of trust against the bank. Consequently, our bank's Manager, Shri Bhanuprasad Harishankar Suthar, filed a complaint against Home Trade Ltd.'s directors and operators at Navsari Town Police Station.

The government securities transactions with Home Trade Ltd. were managed by our bank's Investment Committee. In these financial transactions, the aforementioned amount was defrauded, and no one is at fault for this.

The Reserve Bank of India filed a complaint against Navsari People's Co-operative Bank Ltd., its Directors, and Chairman in the Hon'ble Navsari court for violating the Banking Regulation Act due to administrative errors.

No commissions were involved in the government securities transactions conducted by Navsari People's Co-operative Bank Ltd. with Home Trade Ltd.

I do not know or have met any of the directors or operators of Home Trade Ltd., Mumbai.

The above fact stated by me is true and correct.

Before,

Sd/- Illegible

Police Sub Inspector

Navsari Town Police Station

Case Diary No. 1 Date: 18/08/2002

1. Investigating Officer : R. S. Patel, Police Sub Inspector.
2. Police Station : Navsari Town Police Station
3. District : Navsari
4. CR No and Sections : I-CR No. 93/2002. IPC Section-406. 409. 420. 421. 422. 423, 120B. 34.
5. Name of complainant and his residence: Bhanuprasad Harishankar Suthar, Manager, Navsari People's Bank, Res. 304, Dhruv Apartment, near Vijay Park Society, Opp. Lunsikui, Navsari.
6. Name of the accused and date and time of arrest: Accused Sanjay Hariram Agrawal and other 12 accused, total 13 accused.
7. (a). Whether in custody or on bail?
8. Place of Offence: Navsari People's Co. Op. Bank, Din Dayal Bhavan, Dhobivad, Navsari.
9. Date and time of offence: During the period from Feb., 1999 to Date: 29/04/2002.
10. Date and time of registration of offence: Date: 18/08/2002, Time: 22:00 hrs.
11. Date and time of visiting the scene of offence: -
12. Place visited: -
13. Property stolen: Rs. 24, 76, 52,925/-.
14. Property recovered:-
15. Time at which the officer began and concluded his investigation:
16. Case Diary number and date: 1, Date: 18/08/2002
17. Last case diary No and date: -

Recover of Investigation

Today, I, Police Inspector Shri V. B. Raval sir registered the complaint which is as follows.

Date: 10/08/2002

Today, as per the complaint application typed by Shri Bhanuprasad Harishankar Suthar, Manager, The Navsari People's Cooperative Bank Limited, the following complaint has been received.

Complaint: Under IPC Section-406, 409, 420, 421, 422, 423, 120(b), and 34.

I, the complainant, state that the facts of my complaint are as follows.

1. We, the complainant is a Cooperative Bank and it has been established under the title "The Navsari People's Co. O. Bank Ltd", Navsari. Besides, its registered and administrative office is located at the address "Din Dayal Bhavan", Din Dayal Chowk, near Gayanshala, Navsari, Gujarat. Besides, it has been registered under Gujarat State Cooperative Society Act, 1961. We have been authorised by Reserve Bank of India to do the business of banking activity in Navsari and its surrounding area in Gujarat State.
2. I have lodged the present complaint against M/s. Home Trade Ltd. (to be referred to as the broker hereinafter). Besides, the said

company has been working as the Share and Stock Broker and as the member of National Stock Exchange of India. (To be referred to as NSE hereinafter). Its Director Mr. Sanjay Agrawal, Mr. Ketan Sheth, Mr. N. S. Trivedi, and Mr. Subodh Bhandari, and other accused hatched criminal conspiracy and have committed fraud of Rs. 24, 76, 52, 925/- (Rupees Twenty Four crore Seventy Six Lakh Fifty Two Thousand Nine Hundred Twenty Five) with us. As the member of NSE, we had purchased the Government Securities through them and we had made full payment for the same. However, the said broker failed in making the delivery of the government securities to us in physical form. With this, we are producing Schedule-I bearing the names and addresses of the different offices of the brokers and their directors, bankers and associates companies.

3. The facts of the case are as follows.

1. We the complainant is a Cooperative bank established under Gujarat State Cooperative Societies Act, 1961. Besides, our bank is authorized to do the business of banking activity in Navsari and surrounding area in Gujarat State under the Reserve Bank of India.

2.. Under the Provision of Banking Regulation Act, 1949, we are bound to invest about 25% amount in the Government Securities as the Net Time and Demand Liabilities. Therefore, we had decided to make the investment within the limit under the permission of RBI, which is known as the Statutory Liquidity Ratio (S.L.R.).

3.. Around 15th of December, 1997, Mr. Ketan Sheth had come to our bank and had said that he was the owner of M/s. Ketan Sheth & Co., and that he has been doing the business of the trading of the Government Securities for different customers including the Cooperative Banks.

4.. Thereafter, we had discussed with him regarding the conditions in order to purchase the government securities by their firm, and at last, on 20/12/1997, we had placed our order to fulfil the requirement of our SLR. M/s. Ketan Sheth & Co. had purchased the securities of G. O. I. (GOVERNMENT OF INDIA) 1998 OF 10.50% at the consideration amount of Rs. 35, 30,625/-, and the said consideration amount was paid vide cheque no. 862081 of Maharashtra State Cooperative Bank Ltd., Mumbai, and the said broker had handed over the physical possession of the said securities to us, and thus, both parties completed their responsibilities. During the period from the year 1997 to the year 1999, we had purchased different government securities through M/s. Ketan Sheth & Co., and in all the said cases, we had made the payment of all

the purchases of the government securities and both parties had completed their responsibilities. During the said period, Mr. Ketan Sheth had told us that he is a director in Giltedge Management as well. So, in order to fulfil the requirement of SLR, we purchased the government securities through "Giltedge Management Services Ltd." And both parties had completed their responsibilities by making the payment against the purchase and had received the physical possession of the purchased government securities.

5.. In February, 1999, again Mr. Ketan Sheth had come to Navsari and had told us that "M/s. Euro Asian Securities" is a member of NSE and is authorized to trade the Government Securities. Besides, since we were associated with Ketan Sheth since December 1997, and had completed his all the deals with us in time till February 1999, we had decided to purchase the government securities through the said new firm for the purpose of the SLR.

6.. Therefore, for the requirement of SLR, we had started purchasing government securities through "M/s. Euro Asian Securities" as per the requirement of SLR. In it also we both parties had fulfilled and completed our mutual responsibilities. During the deal with "Euro Asian Securities Ltd.", we had sold some government securities through them and with the intention of fulfilling our responsibility, we had handed over the possession of the said government securities to "Euro Asian Securities", and we had received full

consideration amount of the selling, and thus, we both parties had completed the process of selling.

7... During the period of January, 2000, Mr. Ketan Sheth, Mr. Sanjay Agrawal and Mr. N. S. Trivedi had told us that their old broker firm titled "Euro Asian Securities Ltd" will do the business now after under the new title "Home Trade Ltd.", and Mr. Sanjay Agrawal is the chairman and chief Executive Officer in it, and Mr. Ketan Sheth and Mr. Nandkishor Trivedi are the directors.

They had also said that Home Trade Ltd has also created another group Company in the name of "Ways India Ltd", and they said that the said Company will be managed in the best professional manner in software technology. They further said that the activities of the business development will be handled by the best film actors Shahrukh Khan, Rutvik Roshan, Sachin Tendulkar and Priyanka Chopra. Later on we came to know that the accused have established Home Trade Company systematically under to attract the investment of huge amount of People's cooperative banks in government securities. Besides, as stated above, the accused have committed the fraud of huge amount with us and have embezzled and siphoned off the huge amount. Therefore, it is requested to take strict legal action against them.

8. For the investment of the fund of the government securities as per the requirement of the SLR, it was decided within the bank

that the orders of the purchase of the government securities will be given to the brokers.

- A. During our business activities, we had come to know from reliable sources that as a Cooperative Bank, we can dispose of the government securities in the open market and in order to fulfil the requirement of the SLR, we can purchase the government securities from the open market. We made the calculation of the profit and loss regarding how many government securities we can trade in the open market and in return, the other government securities will earn more income for us, and therefore, in the best interest of the depositors and the shareholders, we had decided to sell the government securities whenever there was such chance so that we can earn more amount without affecting the requirement of SLR.
- B. Therefore, in order to fulfil the requirement of SLR, we started purchasing the government securities through Home Trade Ltd since February 2000 and by the end of March, 2001, we had sold certain government securities through them. The said broker purchased the certain government securities whose physical possession they had earlier handed over to us and we had received the payment of the said securities and they had accepted the government securities that we had sold to them.
- C. During the financial year of 2001-2002, the RBI had issued a circular and had stated that the Nagarik Sahakari Banks will increase their investment in the government securities and will not make investment in the district and state government banks. In other words, instead of the term deposits in the

district and state cooperative banks, the Nagarik Sahakari banks were given the permission to make the investment in the government securities.

We made the comparison of the return in the government securities and the term deposits of the district and state cooperative banks and in order to fulfil the requirements mentioned in the circular of the RBI, we made the investment in the government securities.

- D. During the Financial Year of 2001-02, as there was decrease in the rate of the interest constantly entire year, and the government had started issuing new securities at less rate and due to it, the price of the old government securities had increased in the market. Due to the increase in the interest rate, more return was received.
- E. As we got the opportunity, and due to the increase in the income of the bank and in the interest of the shareholders and the depositors, and as the government securities that we had purchased earlier were giving more price, we sold the said securities. As a result, the bank had earned more income as the profit. At the same time, in order to fulfil the requirement of the SLR, we purchased new government securities and due to which we again made the portfolio of the government securities and as a result, there was increase in the income of the bank and the requirement of SLR too was maintained.
- F. Whenever we made the selling of the old government securities and purchased new government securities through the broker, we came to know of the amount payable to the broker and the amount receivable from the broker due to the

said deals and transactions. We and the said broker had issued the cheques of the amount of difference from time to time and had completed our mutual responsibilities.

- G. In March 2002, we had earlier paid the amount of the purchase order of the below mentioned securities that were in possession of the said broker.

Sr. No.	Scrip Name	Face Value
1	10.50% GOI 2014	5,00,00,000.00
2	9.39% GOI 2011	7,00,00,000.00
3	11.50% GOI 2011	3,00,00,000.00
4	11.50% GOI 2015	5,00,00,000.00
	Total Face Value	20,00,00,000.00

Therefore, we decided to sell the said government securities and the broker had implemented the said deal and we had sent the below mentioned contract notes.

Sr. No.	Scrip Name	Cont.	Face Value	Total Consideration
1	10.50% GOI 2014	7395	5,00,00,000.00	6,33,06,250.00
2	9.39% GOI 2011	7397	7,00,00,000.00	8,08,74,150.00
3	11.50% GOI 2011	7405	3,00,00,000.00	3,83,81,250.00
4	11.50% GOI 2015	7411	5,00,00,000.00	6,56,50,694.44
			Total receivable	24,82,12,344.44

- H. In order to fulfil the requirement of SLR, we had given the instruction to the broker to purchase the following securities and the broker had executed the said deal and had sent the

contract notes to us.

Sr. No.	Scrip Name	Cont. No.	Face Value	Total Consideration
1	08.07% GOI 2017	7453	3,50,00,000.00	3,56,48,976.17
2	08.07% GOI 2017	7413	5,00,00,000.00	5,09,28,541.67
3	08.07% GOI 2017	7455	10,00,000.00	10,18,57,083.33
4	08.07% GOI 2017	7401	10,00,00,000.00	10,18,57,083.33
5	09.81% GOI 2013A	7399	5,00,00,000.00	5,81,98,750.00
			Total payables	24,76,52,925.00

- I. Against the above mentioned deals, the broker was supposed to pay us the amount of difference of Rs. 5, 59,419.44 of the above mentioned securities to us and was supposed to give the physical possession of the said securities to us. In this regard, the broker had given us the cheque no. 984100 dated 19/03/2002 of HDFC Bank Ltd to us and we have received the said amount.

The Exhibit-A attached herewith is the contract note dated 19/03/2002 issued by the broker accepting the purchase of the government securities. The said broker has admitted the said deal and with it, had sent the copy of the cheque no.

984100 dated 19.03/2002 of Rs. 5, 59,419.44. The said broker failed in handing over the physical possession of the above mentioned securities that we had purchased. and thus, the broker has breached the contract notes.

4. By making phone calls and in person, we had demanded the physical possession of the said securities that we had purchased and whose consideration amount we had paid but the broker gave false promises to us giving new dates for the delivery of the securities but till date the broker has not handed over the physical possession of the said securities to us till date.

In order to pressurise the broker to hand over the physical possession of the securities that we had purchased, we had sent a fax on their fax no. 022-7812548 on 16/04/2002 and had requested the broker to hand over the physical possession of the government securities to us but despite our written reminders, telephonic reminders and personal meetings, the said broker could not hand over the government securities to us. The copy of the letter dated 16/04/2002 Exhibit-B is presented herewith.

5. The directors and the officers of us the complainant bank had gone to the office of the said broker on 29/04/2002 and the directors of the broker company and the senior officers of the said firm could not be found or contacted there and we had come to know that they are absconding and we were greatly shocked and we realized that the said broker has committed fraud with us, and they avoided to meet us in person and they failed in handing over the physical possession of the securities and therefore, they are absconding.
6. As per what we learnt from the reports given in the newspapers and the Durdarshan news and the information received from reliable

sources, we have come to the conclusion that the said broker have failed in fulfilling the implementation of the agreement mentioned in their contract notes. Besides, actually, they have siphoned off the amount of the securities, the amount that we had paid to them in the dealing of the purchasing of the securities. So, all the directors of the said firm have hatched the criminal conspiracy and have committed the fraud.

7. As a part of the precaution, we have sent our complaint to the Investors Service Cell of National Stock Exchange of India Ltd and the SEBI on date 30/04/2002 and dated 01/05/2002 respectively on Fax through our advisor M/s. D. R. Investors Grievances Ltd. Besides, we have sent its original copy on 02/05/2002, and they are presented vide Exhibit "C" and Exhibit "D" respectively.
8. Taking into account the seriousness of the present case, and due to the huge amount, the directors and the officers of the said broker firm, and their assistants may run away to foreign to avoid their responsibility and the legal action. Therefore, we request to seize their passport by taking necessary action and request to take effective action to see that the criminals do not run away from the country.

Based on the information and the knowledge that we have, we are producing the schedule of the properties of the directors of the said broker firm and their assistants herewith and request to seize the properties of the accused who have forged criminal conspiracy with the investors.

- 9.. The accused of this matter have siphoned off the money of huge amount from one Nagarik Sahakari bank of Valsad district, two banks of Navsari District, four banks of Surat and the Nagarik

Sahakari bank of Karamsad of Kheda District and have committed fraud and have put the financial interest of the lakhs of depositors and the shareholders at risk. Besides, due to the said act of the accused, the trust of the depositors on the said banks has got broken, which may result into the closure of these banks permanently. By doing so, the accused have caused damage of serious nature to the public interest. Besides, it has damaged the prestige of all these banks. Therefore, it is requested to take strict criminal action against

them.

10. I the complainant is the manager of The Navsari People's Co. Op. Bank Ltd., Navsari. Its registered office is at the address: "Din Dayal Bhavan", Din Dayal Chowk, near Gayanshala, Navsari. I the complainant have been authorized to sign this complaint and to give the deposition vide Resolution No. 4 dated 03/07/2002 of the Board of Directors of the Bank.
11. All the accused of this matter have committed the offences of serious nature systematically and it is requested to take legal action against them all and to produce all of them in the Court having the jurisdiction.
12. Of the accused persons, accused no. 9 to 11 and no. 13 to 15 are the responsible officers of the said firm and they have taken active part in the deals and transactions of the securities made with us and are involved in the offence.
13. My witnesses are mentioned below and if required, we will request for the necessary summons to examine further witnesses.

Witnesses:-

1. I the complainant
2. The directors of the bank
3. Mr. T. R. Swami, Deputy General Manager, UBD, Reserve Bank of India, Ahmedabad.
4. Mr. Vinayak Raval, Manager, Reserve Bank of India, Ahmedabad.
5. Mr. Vinodbhai G. Desai, Chartered Accountant and the internal auditor of the bank.

Thanking you,

Yours faithfully,

Sd/- Illegible

Manager

(B.H. Suthar)

For The Navsari People's Co. O. Bank Ltd., Navsari.

The complaint was registered under Section 154 of the Cr.P.C., and a public report was made under Section 157 of the Cr.P.C. A copy of the FIR was provided, and further investigation was handed over to Police Inspector Shri V.B. Rawal Sir, who took charge. Additionally, a list of accused persons along with their names was submitted with the complaint, as detailed below:

Accused:

1. **Shri Sanjay Agarwal**, Director, son of Hariram Agarwal, Residing at: Juhu Shalimar, C.H.S.B., 7th Floor, Gulmohar Cross Road No. 10, Juhu, Mumbai 400049; 9th Floor, Kusum Apartment, Sector No. 17, Vashi, Navi Mumbai. Phone No.: 7897172
2. **Shri Ketan Sheth**, Director, Residing at: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross Road No. 9, J.V.P.D., Mumbai 400049. Phone No.: 694712/19, Mobile No.: 9821142821.
3. **Smt. Jagruti**, Wife of Ketan Sheth, Residing as per Serial No. 2. Mobile No.: 9821330822.
4. **Shri Nandkishor Shankarlal Trivedi**, Director, Residing at: Dev Bhuvan, 2nd Floor, Room No. 32, Gajdar Street, Chira Bazaar, Mumbai 400002; Pushpam Apartment. 3-A, 3rd Floor, Chandubhai Desai Road, Vile Parle West, Mumbai 400056. Phone No.: 6254041, Mobile No.: 9821030149.
5. **Shri Hiten Bhupendra Shah**, Residing at: 102, Gandhi Niwas,

Ashok Nagar Road, Vakola, Shantakunj, Mumbai 400055.

6. **Smt. Shilpa Hiten Shah**, Director, Residing as per Serial No. 5.
7. **Ms. Kanchan Mewawala**, Manager, Home Trade Ltd.,
Residing at: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai. Phone No.: Office 7909427, Home 281920.
8. **Other Sandhavi Officer**, Ketan Sheth & Co.,
Residing at: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056.
Phone No.: 619471, Mobile No.: 9821142821.
9. **Ketan Mashkariya**, Officer, Home Trade Ltd.
10. **Shri Subodh Bhandari**, Executive Managing Director, Home
Trade Ltd., Residing at: Flat No. 703/B, Govind Complex, Sector
14, Vashi, Navi Mumbai 400705. Phone No.: 7897433, Mobile No.:
9821030143.
11. **Shri Hiren Gada**, Senior Vice President, Home Trade Ltd.
12. **Shri Atul Shah**, Senior Officer, Giltedge Management Services Ltd.
13. **Ms. Vichita**, Officer, Giltedge Management Services Ltd.

The above list of accused was reviewed and included in the investigation.

1. The submitted Schedule 1, containing the names, addresses, and telephone numbers of the firm's directors, spanning three pages, was reviewed and included in the investigation.
2. The submitted Schedule 2, containing the names of brokers and directors' firms, spanning one page, was reviewed and included in the investigation.
3. The submitted adjustment letter, marked as 'A,' detailing the purchase and sale of securities by Home Trade, spanning one page, along with another marked 'A' contract note spanning nine pages,

was included in the investigation.

4. A letter faxed by Navsari People's Bank to Home Trade Ltd., marked as 'B,' spanning one page, was reviewed and included in the investigation.
5. A submitted document, a letter written by Deer Investors Grievances Services Ltd. to N.S.E.I. Ltd., Mumbai, marked as 'C,' spanning four pages, was included in the investigation.
6. A submitted document, a letter written by Deer Investors Grievances Services Ltd. to the Stock Exchange Division, Mumbai, marked as 'D,' spanning five pages, was included in the investigation.
7. A submitted letter, a copy of Resolution No. 4 passed in the meeting of the directors of Navsari People's Co-operative Bank Ltd., marked as 'E,' spanning one page, was included in the investigation.
8. A document marked as 'F,' a copy of a cheque with "H.D.F.C." written on it, dated 19/03/2002, spanning one page, was included in the investigation.
9. A submitted letter, marked as 'G,' a copy of a letter written by H.D.F.C. Bank Ltd. to Navsari People's Co-operative Bank Ltd., spanning one page, was included in the investigation.
10. A submitted letter, marked as 'H,' containing the resolution of the meeting of Navsari People's Bank directors held on 09/07/2001, spanning one page, was included in the investigation.
11. A submitted letter, marked as 'I,' containing text including "Banl man March 1996" and other writings, spanning two pages, was included in the investigation.

The aforementioned documents received with the complaint were included in the investigation and reviewed. However, further clarity may be obtained after discussing the matter in detail with the complainant and

recording their statement. Therefore, the investigation was continued the next day based on the complainant's statement, and a discussion was held with Police Inspector Shri regarding this matter.

Sd/- Illegible

Case Diary No. 2

Date: 19/08/2002

Time: 00:00 to 02:00 and 14:00 to 19:00

Camp: Navsari

On this day, while conducting the investigation of the said crime, the complaint filed in this matter along with the accompanying documents were reviewed. Considering that the accused in this case are affluent and might flee after committing the crime, a detailed list containing their names, addresses, and telephone numbers was sent in writing to the Mumbai Passport Office through a letter addressed to the District Police Officer (L.I.B. Branch) to ensure they are notified. A copy of this letter was included in the case file.

Thereafter, I visited the Navsari People's Cooperative Bank and conducted a detailed inquiry with the complainant, Shri Bhanu Prasad Harishankar Suthar, aged 53, employed, residing at 304, Dhruv Apartment, near Vijay Park, with phone numbers: home - 47785, office - 57764, 49162, 46131. During the inquiry regarding the documents attached with the application for filing the complaint, it was confirmed that these documents bear his signature and the bank's round seal. The authenticity of the complainant's claims was verified. A detailed statement from him

was recorded and included in the case file.

As it was 19:00 hours and the bank staff were not present, to obtain copies of necessary documents for the investigation, the complainant, Shri Bhanu Prasad Harishankar Suthar, was provided with a written list of required documents to submit copies as evidence on behalf of the complainant's side. He signed the acknowledgment of this list, and a copy of it was included in the case file.

The investigation will be continued the next day, and I verbally informed the Police Inspector about the progress of the investigation.

Sd/- Illegible

Case Diary No. 3

Date: 20/08/2002

Time: 10:15 to 17:00 Navsari

On this day, during the investigation of the said crime, I visited the office of Navsari People's Bank located at Din Dayal Bhavan, Din Dayal Chowk, near Vyayam Shala, and met with the Manager, Shri Bhanu Prasad Harishankar Suthar. Upon inquiring about the evidence against the accused, he stated that the related work had been assigned to Assistant Manager Arvindbhai Soni. When Arvindbhai was questioned, he informed me that the work is ongoing and the document copies are still being prepared.

Additionally, I inquired with Chartered Accountant Shri Vinodchandra Ghelabhai Desai, aged 43, profession: Chartered

Accountant, residing at 301, Kasturi Apartment, Chiku Wadi, Ashabaug, Navsari, with phone numbers: home - 51826, 51371, 05926, mobile no.: 9425141726. His office is located at Satyam Apartment, 3rd floor, near Central Bank, opposite Light Way Tailor, Navsari. He served as an Internal Auditor and Consultant for Navsari People's Cooperative Bank Ltd. from 1987 until March 2001. He is acquainted with Ketan Sheth of Home Trade Ltd. His detailed statement regarding the facts related to the complaint was recorded and included in the case file. He also submitted audit reports for the last three years (1999, 2000, 2001), which were included in the case file but contained no information regarding trading activities.

Later, as Kamal bhai from Investors Services had arrived from Mumbai, I discussed the matter with Shri V.B. Rawal Sir of People's Bank, who was present at the bank. A written request was prepared for the Hon'ble Court to issue an order for the seizure of the accused's passports, and a copy of this request was included in the case file. Additionally, as per news published in newspapers, the Manager was instructed to provide information about Niraj Surti and submit documentary evidence against the accused. A copy of this instruction was included in the case file.

As per the Manager's statement, no employees were present, and office hours were over. Following the instructions of the Police Inspector, the investigation was conducted, and further investigation will be continued the next day.

Sd/- Illegible

Case Diary no. 4

Date: 21/08/2002

Time: 10:30 to 12:00

On this day, while conducting the investigation of the said crime, I visited Navsari People's Cooperative Bank Ltd. located at Din Dayal Bhavan, Din Dayal Chowk, opposite Vyayam Shala. Upon conducting inquiries at the bank, it was found that today is the Parsi New Year, and no other responsible staff members were present. However, I met Shri Arvindbhai Rambhai Soni, aged 45, employed, residing at Raj Mahal Apartment No. 1, 2nd Floor, Room No. 9, opposite Vasant Talkies, Navsari, with phone numbers: 44815, office: 57209, 57210.

Upon questioning, he stated that he has been employed at Navsari People's Cooperative Bank Ltd. since 1988 and has been serving as Assistant Manager since January 1, 1992. His responsibilities include opening accounting accounts related to NRI clients, handling government-related work, and managing accounting tasks single-handedly. As per the instructions of Manager Shri Bhanuprasad Harishankar, he has been tasked with preparing copies of documents related to the evidence for the crime. However, he mentioned that this task could not be completed from yesterday until today. His statement was recorded and included in the case file. The investigation continues.

Sd/- Illegible

Case Diary No. 5

Date: 23.08/2002

Time: 10:45 to 17:00

Camp: Navsari

On this day, while conducting the investigation of the said crime, I visited the Hon'ble Court in connection with this case. It was found that Ketan Kantilal Shah, Director of Home Trade Ltd., Vaishnav by caste, aged 40, occupation: share broker, residing at 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross Road No. 9, J.V.P.D., Mumbai 400049, had committed fraud amounting to ₹28, 75, and 21,758.33 against Valsad People's Cooperative Bank Ltd. A case was registered against him at Valsad Town Police Station under Crime Register No. 119/2002, under IPC Sections 427, 406, 409, 422, 423, 120B, and 34, on 06/06/2002 at 18:30 hours. To ensure that the accused, Ketan Kantilal Sheth, does not get bail, a report was submitted to the Hon'ble Court, and a transfer warrant was obtained. The report was sent to Police Constable Naranbhai for submission to the Valsad Chief Judicial Magistrate's Court, and a copy was included in the case file.

Subsequently, I visited Navsari People's Cooperative Bank Ltd. at Din Dayal Bhavan and met with the retired General Manager, Shri Dhirubhai Manibhai Nayak, aged 54, retired, residing at 14B, Purnima Society, opposite Kheti Wadi Farm, Ghodarod Road, Surat 7, phone no.: 3220220. Upon inquiry, he stated that he joined Navsari People's Cooperative Bank Ltd. as Manager on 11/08/2001 and was appointed General Manager on the same date. His duties included regulating financial transactions, supervision, and administration of the bank as per the instructions of the Board of Directors and the Chairman. He served as General Manager until 10/08/2002. Between 1997 and 1999, various government securities were bought and sold through Ketan Sheth & Company and the bank, with all responsibilities duly fulfilled.

As per the instructions of the Investment Committee on 18/03/2002, which included him, Chairman Thakorbhai Desai, Director Shri Hitendrabhai M. Desai, and Director Shri Mohanlal U. Gandhi, the bank purchased government securities worth ₹24,76,52,925.00 through Home Trade Ltd. under contract notes numbered 7453, 7413, 7455, 7401, and 7399. Additionally, government securities worth ₹24,82,12,344.44 were sold to Home Trade Mumbai under contract notes numbered 7395, 7397, 7405, and 7411. For the difference of ₹5,59,419.44, Home Trade Ltd. sent a cheque from HDFC Bank dated 19/03/2002, cheque no. 984100, which was received by Navsari People's Bank. However, the physical possession of the purchased government securities was not handed over.

On 16/04/2002, Assistant Manager Shri Arvindbhai Soni wrote a letter and sent a fax to Home Trade Ltd. regarding this matter. Discussions regarding the purchase and sale of government securities were held before and after 18/03/2002 via phone (Navsari People's Cooperative Bank phone no.: STD 46131) with Subodh Bhandari (Executive Managing Director of Home Trade Ltd.), Nandkishor Trivedi, and Ms. Kanchan Mewawala. In February or March, Nandkishor Trivedi and Kanchan Mewawala visited Navsari People's Bank, met with Manager Shri Dhirubhai Manibhai, and discussed transactions related to securities with Home Trade and the possibility of opening a new company.

Today, the current Manager, Shri Bhanu Prasad Harishankar, was absent as he had gone to the Reserve Bank of India in Ahmedabad. Assistant Manager Shri Arvindbhai Soni, who handles registers and correspondence related to the purchase and sale of securities, was busy preparing copies of documents and records against the 13 accused mentioned in the complaint. He stated that he would provide details after

reviewing the prepared records. His detailed statement was recorded and included in the case file.

Upon meeting Assistant Manager Shri Arvindbhai Soni again, he informed me that the copies of evidence were not yet prepared, and as the bank's closing time had arrived, the investigation will be continued the next day.

Sd/- Illegible

Case Diary No. 6 – Date: 24/08/2002 Time: 11:00 to 22:00

On this day, during the investigation of the said crime, I visited the People's Cooperative Bank Ltd. at Din Dayal Bhavan and questioned Assistant Manager Shri Arvindbhai Rambhai Soni, who handles the accounting, correspondence, and other tasks related to government securities. He was busy preparing photocopies of evidence documents related to the crime involving government securities. Once the copies were ready, I questioned Shri Arvindbhai Rambhai Soni, aged 45, employed, residing at Raj Mahal Apartment No. 1, 2nd Floor, Block No. 9, opposite Vasant Talkies, Navsari. He provided the following written statement:

I have been serving as Assistant Manager at Navsari People's Cooperative Bank since May 1, 1992. My duties include maintaining registers for government securities, handling related correspondence, opening accounts for NRIs, and managing associated paperwork. I perform these tasks alone under the instructions of the Manager. On March 18, 2002, as decided by the Investment Committee, which included members Thakorbbhai Desai, Hitendrabhai Desai, Mohanbhai Gandhi, General

Manager Shri Dhirubhai Nayak, Manager Shri Bhanu Prasad Suthar, and myself, government securities worth ₹24, 82, and 12,344.44 were sold to Home Trade Ltd. under contract notes numbered 7395, 7397, 7405, and 7411. In return, government securities worth ₹24, 76, 52,925 were purchased from Home Trade Ltd. under contract notes numbered 7453, 7413, 7411, and 7599. The difference of ₹5, 59,410.44 was received via an HDFC Bank cheque (No. 984100) dated March 19, 2002, which was credited to the bank. However, the physical possession of the purchased government securities (contract notes 7453, 7413, 7455, 7401, and 7399, worth ₹24, 76, and 52,925) was not delivered to the bank. Upon investigation, it was found that the bank had been cheated. Consequently, Manager Shri Bhanuprasad filed a complaint against 13 accused at Navsari Town Police Station. I was instructed to prepare copies of documentary evidence against the accused, which I have done as follows:

1. I submitted a report by RBI Managers Shri Vimalbhai Rawal and Assistant Manager Shri Champakbhai Mali regarding the bank's investments in May 2002, noting the failure to take physical delivery of securities sold to Home Trade Ltd. on March 20, 2002. Marked X1, 4 pages, in English.
2. I submitted an audit report by Cooperative Department Officer Shri Dhirubhai Patel for May-June 2002, noting that no SGL account was maintained for transactions with Home Trade Ltd. Marked X2, 6 pages, in Gujarati.
3. I submitted the Board of Directors' resolution approving the Investment Committee's proceedings of March 18, 2002, passed on April 29, 2002 (Resolution No. 23(10)). Certified true copy marked X3, 3 pages.

4. I submitted photocopies of the Investment Committee's minutes book, noting a meeting held on March 18, 2002, at 4:00 PM in the Chairman's chamber. Marked X4, 29 pages.
5. I submitted an extract of the Investment Register noting securities purchased from Home Trade Ltd. on March 20, 2002, without physical possession. Marked X5, 5 pages.
6. I submitted faxed contract notes and quotations from Home Trade Ltd., in English. Marked X6, 10 pages.
7. I submitted price lists, contract notes from Home Trade Ltd., Giltedge Ltd., and letters from Niraj Surti & Associates (Chartered Accountants) to the bank, in English. Marked X7, 25 pages.
8. I submitted letters from Deep Investors Grievances Services Ltd. regarding Home Trade Ltd.'s SEBI membership and NSE associates, provided by Kamal Agrawal. Marked X8, 7 pages.
9. I submitted lists of government securities purchased from Home Trade Ltd. (April 12, 2001–March 19, 2002) and sold to Home Trade Ltd. (May 2, 2001–March 19, 2002), along with securities in the bank's possession. Marked X9, 26 pages, in English.
10. I submitted a statement of investments in government securities from March 18, 1997, to March 23, 2002. Marked X10, 6 pages, in English.
11. I submitted certificates for cheques from HDFC Bank, UTI Bank, and Punjab National Bank, with cheque copies. Marked X11, 8 pages, in English.
12. I submitted a statement of transactions with Home Trade Ltd. in 2001 and 2002 regarding government securities. Marked X12, 3 pages, in English.

- 13.I submitted adjustment copies of transactions with Home Trade Ltd. from 2001 to 2002. Marked X13, 8 pages, in English.
- 14.I submitted cheque copies issued to and received from Home Trade Ltd. Marked X14, 4 pages.
- 15.I submitted a statement of interest transactions with Home Trade Ltd., including cheque copies. Marked X15, 5 pages.
- 16.I submitted fax letters sent to Home Trade Ltd. before March 18, 2002, for physical delivery of securities. Marked X16, 4 pages, in English.
- 17.I submitted fax messages sent to Home Trade Ltd. for sending differential amounts due to the bank's financial needs. Marked X17, 7 pages, in English.
- 18.I submitted correspondence with Home Trade Ltd. regarding securities sales not as per the bank's decisions, with fax messages and Home Trade's letters. Marked X18, 4 pages, in English.
- 19.I submitted letters and price lists approved by the bank for transactions with Home Trade Ltd. Marked X19, 4 pages, in English.
- 20.I submitted an HDFC Bank cheque copy and interest differential details for Home Trade Ltd. Marked X20, 4 pages, in English.
- 21.I submitted correspondence with Home Trade Ltd. before October 12, 2001. Marked X21, 3 pages, in English.
- 22.I submitted correspondence and documents with Home Trade Ltd. regarding securities, including cheque copies. Marked X22, 15 pages, in English.
- 23.I submitted correspondence with RBI for registration. Marked X23, 16 pages, in English.
- 24.I submitted letters on Home Trade Ltd.'s formation from Euro Asian Securities Ltd. Marked X24, 4 pages, in English.

- 25.I submitted a financial transactions statement with Home Trade Ltd., including contract note copies. Marked X25, 90 pages, in English.
- 26.I submitted transaction details with Giltedge Management, Ketan Sheth & Co., and Euro Asian Securities Ltd., including contract notes. Marked X26, 48 pages, in English.
- 27.I submitted correspondence and documents by Niraj Surti & Associates during their advisory role. Marked X27, 48 pages, in English.

All the above photocopies bear the signature of General Manager Shri Bhanuprasad Harishankar and the bank's seal. The detailed statement of Shri Arvindbhai Rambhai Soni and the submitted document copies were included in the case file, along with newspaper cuttings related to the case. As the bank was closed and time had run out, the investigation will be continued the next day.

Sd/- Illegible

Case Diary No. 7, Date: 26/08/2002, Time: 11:35 am to 11:00 pm

Camp: Navsari

On this day, during the investigation of the said crime, I visited the court of the Hon'ble Judicial Magistrate Sir. Previously, the accused, Ketanbhai Kantilal Shah, residing in Mumbai, was arrested and remanded in connection with Valsad City Police Station Crime Register No. 119/2002 under IPC Sections 420, 406, 409, etc. A transfer warrant for the accused had been obtained from the Hon'ble Chief Judicial First Class Court, Navsari, and was sent with a report through Police Constable Naranbhai Shanti Swaroop to be submitted to the Valsad Chief Judicial First Class Court. However, the Valsad Chief Judicial First Class Court did

not accept it, as the Valsad City Police Station case falls under the jurisdiction of the Joint Chief Judicial (Judicial) and Judicial Magistrate First Class, Valsad. Therefore, today, a fresh report was submitted, and I appeared in the court of the Chief Judicial First Class Magistrate Sir, Navsari, to obtain a transfer warrant for the accused, Ketanbhai Kantilal Shah, from the Joint Chief Judicial (Judicial) and Judicial Magistrate First Class Court, Valsad. The warrant was handed over to Police Constable Gopalbhai Nathubhai for submission. A copy of the report submitted to the Hon'ble Court was included in the case file.

Thereafter, I visited the Navsari People's Cooperative Bank and conducted a detailed inquiry with the former Manager, Shri Dhirubhai Manibhai Nayak, residing at 14B, Purnima Society, near Khetiwadi Farm, Ghodadod Road, Surat. He stated that between April 1, 2001, and May 31, 2002, conversations regarding the purchase and sale of government securities took place with Home Trade Ltd.'s representatives, Kanchan Mewawala, Ketanbhai Sheth, Subodh Bhandari, Nandkishor Trivedi, and Beena Sanghavi, via the bank's phone number 46131. He submitted a list of telephone numbers related to these discussions, marked X28, spanning 3 pages, which was included in the case file. Additionally, he provided a list of STD call details from Navsari Telephone, marked X29, spanning 13 pages, which was also included in the case file.

In March 2002, certain securities were pending, including:

1. Settlement Scheme No. 10.50% GOI 2014, face value ₹5 crore.
2. Scheme No. 9.39% GOI 2011, face value ₹7 crore.
3. Scheme No. 11.50% GOI 2011, face value ₹3 crore.

4. Scheme No. 11.60% GOI 2015, face value ₹5 crore.

Of these, securities under serial numbers 1, 3, and 4 were purchased from Home Trade Ltd. on November 13, 2001. For serial number 2, securities worth ₹1, 60, 00,000 were purchased on December 3, 2001, but their physical delivery was not received. Regarding which securities were sold against these, Assistant Manager Shri Arvindbhai Soni, who handles government securities, was unwell and absent from the bank. He stated that he would provide details after reviewing the records upon his return. His detailed statement was recorded and included in the case file.

Copies of messages sent to all Commissioners and District Police Officers regarding the investigation of the accused were included in the case file. The investigation will be continued the next day.

Sd/- Illegible

Case Diary No. 8 Date: 29/08/2002 Time: 11:00 am to 22:45

Camp: Navsari, Valsad, Navsari.

On this day, while conducting the investigation of the said crime, I visited the Navsari People's Cooperative Bank Ltd. at Din Dayal Bhavan, Din Dayal Chowk. Despite instructions given to the General Manager three days prior, the document copies were not prepared. Regarding the purchase and sale of government securities with Home Trade Ltd., the latest purchased securities, with a consideration value of ₹24, 76, 52,925, were acquired. Prior to this, numerous securities transactions had taken place, and physical delivery of earlier securities had been received. During the period between the last physical delivery and the latest transaction, new securities were also purchased. I instructed the General Manager in writing

to submit chronologically arranged photocopies of all relevant documents, including transaction-wise contract notes, cheques issued or received, and other related papers, from the time of the last physical delivery until the latest transaction. A copy of this instruction was included in the case file.

Following the instructions of the Police Inspector, I briefed him on the investigation details and, as per his guidance, proceeded from Navsari to Valsad. I visited the office of Special Squad PI Parmar Sir in Valsad and appeared before the Hon'ble Court. However, the Valsad Police had obtained a remand for the accused, Ketanbhai Kantilal Shah, until September 2, 2002. After meeting Police Inspector Shri Parmar Sir, I departed at 20:00 hours and returned to Navsari. Upon visiting the People's Bank in person for further investigation, I found that the document copying work assigned to Shri Arvindbhai Soni was not yet completed. Therefore, the investigation will be continued the next day.

Sd/- Illegible

Case Diary No. 9, Date: 02/09/2002 Time: 10:30 am to 20:00 pm

Camp: Navsari

On this day, during the investigation of the said crime, I visited the Navsari People's Cooperative Bank Ltd. at Din Dayal Bhavan, Din Dayal Chowk, for inquiry. Assistant Manager Shri Arvindbhai Soni was preparing a chronological record of transactions related to government securities deals between Home Trade Ltd., Mumbai, and Navsari People's Cooperative Bank Ltd. He stated that the record preparation was complete and the bank's records were ready. Upon detailed questioning of Assistant

Manager Shri Arvindbhai Soni, residing at Raj Mahal Apartment No. 1, 2nd Floor, Room No. 9, opposite Vasant Talkies, Navsari, it was revealed that Navsari People's Cooperative Bank Ltd. conducted transactions with Home Trade Ltd., Mumbai, for the purchase and sale of government securities from December 30, 1999, to March 19, 2002. He submitted photocopies of chronological contract notes, cheques issued and received by the bank, and physically delivered securities that were available. These documents, bearing the signature of Manager Suthar Sir and the bank's round seal, were marked X30 and included in the case file, spanning up to [page number not specified].

Additionally, a complaint filed by the Reserve Bank against Navsari People's Cooperative Bank in the Navsari Court, with C.C. No. 3044/2002, was submitted. Its photocopy, marked X31, spanning 12 pages, was included in the case file. The detailed statement of Shri Arvindbhai Soni was also recorded and included in the investigation.

Subsequently, upon contacting Police Inspector Shri Zala Sir by phone, it was learned that, despite assistance from the Valsad Police, custody of the accused, Ketan Kantilal Shah, could not be obtained from the Valsad Court. The investigation continues.

Sd/- Illegible

Case Diary No. 10, Date: 04/09/2002 Time: 10:00 to 16:45

Camp: Navsari

On this day, while conducting the investigation of the said crime, I visited the Patdi Court yesterday, August 3, 2002, as part of the scheduled proceedings. Upon inquiry at the office of the Valsad Deputy Superintendent of Police, the Police Inspector of the Special Squad was not available. Therefore, I obtained a copy of the FIR for Crime Register No. 119/2002 filed at Valsad City Police Station under IPC Sections 407, 409, 420, 421, etc., against Home Trade, which was included in the case file.

Today, as per the instructions of the Hon'ble Chief Judicial Magistrate, a report was submitted to add sections, and a copy of this report was included in the case file. Additionally, the Public Prosecutor informed me that Sanjay H. Agrawal had filed an anticipatory bail application (No. 302/2002) in the Hon'ble Court with the case papers. In this regard, I met the Chief Public Prosecutor, reviewed the case details, appeared in the Hon'ble Court, and filed an affidavit, a copy of which was included in the case file.

Subsequently, a letter dated September 4, 2002, with dispatch number 5697, was received from Navsari People's Bank, containing details of government securities sold. This was included in the case file. To ascertain whether the government securities sold by Navsari People's Cooperative Bank Ltd. to Home Trade Ltd. are currently in whose possession or whether they have been transferred in the name of Home Trade Ltd. at the Reserve Bank in Ahmedabad or Mumbai, a detailed list was prepared along with a photocopy of the statement received from Navsari People's Cooperative Bank. A copy of the forwarding letter was included in the case file.

It was also noted that Sanjay H. Agrawal's anticipatory bail application was rejected. The investigation continues.

Sd/- Illegible

Case Diary No. 11, Date: 06/09/2002 Time: 10:30 am to 22:00 pm

Camp: Navsari.

On this day, during the investigation of the said crime, I visited the Navsari People's Cooperative Bank Ltd. at Din Dayal Chowk, Din Dayal Bhavan, and conducted a detailed inquiry with the Bank Manager, Shri Bhanu Prasad Harishankar Suthar, residing at 3-4, Dhruv Apartment, near Vijay Park Society, opposite Laxmi Kui, Navsari. He stated that Navsari People's Cooperative Bank conducted a total of 16 transactions with Home Trade Ltd., Mumbai, for the purchase and sale of government securities between December 30, 1999, and March 19, 2002. Detailed information regarding these transactions was recorded. Physical possession of government securities was received in some transactions but not in others. However, the details of the contract notes were obtained, and the contract notes indicated where Home Trade Ltd. was established. Assistant Manager Arvindbhai, with the Manager's signature, sent a statement to the Navsari Police Station. Additionally, a list of banks involved in financial transactions with Home Trade Ltd., signed by the Manager, was sent to the police station. A statement of government securities sold by Navsari People's Bank to Home Trade Ltd. was also forwarded to the police station. In August 2001, Navsari People's Cooperative Bank opened an SGL account, but at that time, the bank had no physical securities, and no

securities were bought or sold through this account. There was no commission system in Home Trade Ltd.'s government securities transactions; instead, the commission was included in the consideration value of the transactions. The Reserve Bank of India filed a complaint in the Navsari Court against the directors and chairman of Navsari People's Cooperative Bank Ltd. for violating the Banking Regulation Act. The Registrar of Cooperative Banks, Gandhinagar, and Reserve Bank officials investigated Navsari People's Cooperative Bank Ltd. and noted in their report that the purchase and sale of securities were not conducted through an SGL account. His detailed statement was recorded and included in the case file.

Subsequently, I questioned Assistant Manager Shri Arvindbhai Rambhai Soni, residing at Raj Mahal Apartment No. 1, 2nd Floor, opposite Vasant Talkies, Navsari. He provided details consistent with the previous witnesses, and his detailed statement was included in the case file.

Thereafter, I questioned Shri Hitendrabhai Shankarbhai Desai, aged 37, occupation: business, residing at 48, Patel Nagar Society, Chhapra Road, Navsari, phone numbers: 658641, office: 39152, 598912, mobile: 9825239152, who is a Director and member of the Investment Committee of Navsari People's Cooperative Bank. He provided details consistent with the previous witnesses, stating that the directors and officers of Home Trade Ltd., Mumbai, initially gained the trust of Navsari People's Cooperative Bank regarding the purchase and sale of government securities but ultimately failed to provide physical possession of securities, committing fraud amounting to ₹24, 76, and 52,925. His detailed statement was recorded and included in the case file.

Later, a letter with dispatch number 6117 was received from the bank, containing an identification letter regarding the signatures on the contract notes and a statement listing the names of banks involved. This was included in the case file under receipt number 2242/02. Additionally, Navsari People's Cooperative Bank sent a letter with dispatch number 3103/2002 to the respective banks in Mumbai for information regarding financial transactions with Home Trade Ltd., and a copy of this letter was included in the case file. The investigation details were explained to Police Inspector. The investigation continues.

Sd/- Illegible

Case Diary No. 12, Date: 07/09/2002, Time: 09:00 to 12:00 Camp:
Navsari

On this day, during the investigation of the said crime, I visited the Navsari People's Cooperative Bank Ltd. at Din Dayal Bhavan, Din Dayal Chowk, and conducted a detailed inquiry with the retired Manager, Shri Dhirubhai Manibhai Nayak, residing at B-114, Purnima Society, near Khetiwadi, Ghodadod, Surat. He stated that Navsari People's Cooperative Bank Ltd. entered into transactions with Home Trade Ltd. for the purchase and sale of government securities, in some of which the bank received physical possession of the securities, while in others, it did not. He further stated that government securities cannot be sold to another party until the bank receives physical possession, a rule he was unaware of. According to Reserve Bank of India regulations, government securities transactions must be conducted through an SGL account. However, although Navsari People's Bank opened an SGL account in August 2001, the bank did not

have possession of any securities at that time, and thus, no securities were bought or sold through the SGL account. There was no commission involved in the purchase and sale transactions of securities; instead, it was included in the consideration value of the securities. After an inspection by the Reserve Bank of India, a complaint was filed in the Navsari Court against the bank's directors, chairman, and manager, including himself, for violating the Banking Regulation Act. He claimed he was not at fault, but the issue arose due to administrative errors. The Reserve Bank officials and the Registrar of Cooperative Banks, Gandhinagar, noted discrepancies in their inspection report regarding Navsari People's Bank. Regarding other details, he provided information consistent with previous witnesses. His detailed statement was recorded and included in the case file. The investigation continues.

Sd/- Illegible

Case Diary No. 13, Date: 08/09/2002 Time: 15:00 to 24:00, Navsari

On this day, while conducting the investigation of the said crime, it was noted that Ketanbhai Kantilal Shah (Ketan Sheth), a director of Home Trade Ltd., residing in Mumbai, was arrested in connection with Gandevi Police Station M. Case No. 3/2002 under IPC Sections 406, 409, 467, 468, 420, etc. The investigation is being conducted by Police Inspector Shri Sarang Sir, Bilimora, who was scheduled to travel to Bharuch and Ahmedabad for the investigation. As per verbal discussions with the Deputy Superintendent of Police, permission was granted to travel out of town for the investigation. I informed Police Inspector Shri V.B. Raval, and at 15:00 hours, a voice message was sent through the Navsari People's

Control Room to City Police Inspector. Accompanied by City Police Inspector, Bilimora, I departed from Navsari in a government jeep and arrived in Bharuch.

In Bharuch, along with Police Inspector Shri Sarang Sir and police personnel, the investigation focused on the initial involvement of Navsari People's Cooperative Bank Ltd., located at Din Dayal Chowk, Din Dayal Bhavan, with Home Trade Ltd.'s director Ketan Sheth and broker Niraj Surti in the purchase and sale of government securities. To obtain a statement from Niraj Surti, a Chartered Accountant, inquiries were made at his residence and office, but he was not found. Police Inspector Shri Sarang Sir, City Police Inspector, Bilimora, also conducted inquiries and, through private sources, learned that Niraj Surti had not been seen at his home or office for several days. As Niraj Surti, whose office is located on Sevashram Road, could not be located, I departed from Bharuch and proceeded to Ahmedabad. The investigation continues.

Sd/- Illegible

Case Diary No. 14 Date: 09/09/2002, Time: 00:00 to 24:00

Camp: Ahmedabad

On this day, while conducting the investigation of the said crime, I, along with City Police Inspector Shri Sarang Sir, who is investigating Gandevi Police Station M. Case No. 3/2002 under IPC Sections 467, 468, 420, 406, 419, etc., departed from Bharuch and arrived in Ahmedabad. In Ahmedabad, we visited the Reserve Bank of India (RBI) office near the Income Tax Circle. A letter sent via registered A.D. on September 4, 2002,

detailed the transactions of government securities between Navsari People's Cooperative Bank Ltd. and Home Trade Ltd., including securities for which physical possession was received and those sold to Home Trade. A list with details of these securities was enclosed. Upon inquiring, we met Shri H.P. Mishra, Assistant General Manager, Public Debt Office, RBI, Ahmedabad (Phone: 7546102, Fax: 7543670), who confirmed receipt of the letter and stated that an investigation was conducted, with details to be sent later.

Regarding the RBI's inspection of Navsari People's Cooperative Bank, we inquired with the relevant department and met Shri Chunilal Chhaganji Mali, aged 52, employed, residing at 17/193, Rameshwar Apartment, Sola Road, Naranpura, Ahmedabad (Office Phone: 6584037/7614, Residence: 413844). He stated that Navsari People's Cooperative Bank Ltd. did not conduct government securities transactions through an SGL account. Furthermore, the bank sold securities without obtaining physical possession, recorded false entries, and provided misleading information to the RBI, thereby violating the Banking Regulation Act. A complaint was filed against the bank in the Navsari Court in this regard. His detailed statement was recorded and included in the case file.

Subsequently, we visited the office of the District Registrar in Gandhinagar. Upon inquiry, we learned that the inspection of Navsari People's Bank was conducted from the Navsari-Surat office, so we proceeded there. We departed from Gandhinagar to Navsari. The investigation continues.

Sd/- Illegible

Case Diary No. 15, Date: 11/09/2002 Time: 06:00 to 24:00

Navsari, Bilimora, Mumbai, Bilimora, Navsari

On this day, while conducting the investigation of the said crime, Head Constable Naranbhai Haribhai Gandhi was assigned the task of serving notices to seize the passports of the accused as per the orders of the Hon'ble Court. He submitted a report dated September 6, 2002, with his signature, which was included in the case file.

As per the approval received from the Deputy Superintendent of Police, I departed from Navsari at 06:00 hours and arrived in Bilimora for the investigation. In Bilimora, I met City Police Inspector Shri Sarang Sir, and we traveled from Bilimora to Mumbai in a government vehicle. In Mumbai, I provided a list to the Manager of Trade Bank Ltd. regarding the transactions of Navsari People's Cooperative Bank with Home Trade Ltd. Upon inquiry, the bank officials stated that they would investigate and provide the information later. A copy of the submitted letter was included in the case file.

I also met Police Inspector Shri Deepak Deshpande Sir at the Maharashtra State CID Court in Mumbai. His office investigates crimes related to banks in Maharashtra and has seized records pertaining to Home Trade Ltd. I submitted a letter in English to obtain necessary information for this case, and a copy was included in the case file. The phone number of the Maharashtra State CID office in Mumbai is 2672585.

Subsequently, I met Sessions Judge Shri Deshmukh Sir in the Hon'ble Court and obtained guidelines regarding the transfer warrant for

taking custody of the accused. A search was conducted at the residence of the accused, Ketanbhai Kantilal, in the presence of witnesses, but nothing incriminating was found. A photocopy of the panchnama prepared by City Police Inspector Shri Sarang Sir was included in the case file.

Thereafter, I departed from Mumbai and arrived in Surat. The investigation continues.

Sd/- Illegible

Case Diary No. 16 Date: 12/09/2002 Time: 11:00 to 14:30 and 16:00 to 18:30 Navsari Gandevi Navsari

On this day, while conducting the investigation of the said crime, the accused, Ketanbhai Kantilal Sheth (Shah), aged 42, residing in Mumbai, was arrested in connection with Gandevi Police Station M. Case No. 3/2002 under IPC Sections 406, 409, 467, 468, 420, 120B, etc. He was detained on September 6, 2002, at 22:30 hours and remanded until September 12, 2002, at 17:00 hours. We visited the court of the Hon'ble Chief Judicial Magistrate, submitted a detailed report, and appeared in court. The accused, Ketanbhai Kantilal Sheth, was transferred from the jurisdiction of Gandevi Court to Navsari Court, and a transfer warrant was obtained for his arrest in connection with this crime. A copy of the transfer warrant and the report submitted to the Hon'ble Court were included in the case file.

Previously, the same accused was arrested in connection with Valsad City Police Station Crime Register No. 119/2002 under IPC Sections 406, 409, 420, 467, 468. A transfer warrant was obtained from the Navsari Court

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

and submitted, but to cancel it, a detailed report was sent with Police Constable Gopalbhai to the Hon'ble Vaisad Judicial First Class Magistrate's Court for further action.

Subsequently, we departed from Navsari and arrived at the Gandevi Hon'ble Court, where a detailed report and the transfer warrant were submitted. However, as City Police Inspector Shri Sarang Sir requested an extension of remand, which was granted, the transfer warrant was returned and included in the case file. The investigation details were discussed with Police Inspector Shri P.B. Raval. The investigation continues.

Sd/- Illegible

Case Diary No. 17 13/09/2002 Time: 16:00 to 23:15

Navsari, Gandevi, Navsari.

On this day, while conducting the investigation of the said crime, I departed from Navsari and appeared in the Gandevi Hon'ble Court. The accused, Ketanbhai Kantilal Sheth, involved in Gandevi Police Station M. Case No. 3/2002 under IPC Section 467, etc., was to be arrested. The investigating officer, City Police Inspector Shri Sarang Sir, presented the accused after completing his proceedings. At 18:30 hours, I took custody of the accused, Ketan Kantilal Sheth, from Gandevi Sub-Jail. The report provided by the sub-jail for returning the accused and the warrant for the prisoner's surrender were included in the case file.

Thereafter, I departed from Gandevi and arrived in Navsari. The arrest panchnama, prepared between 19:15 and 19:30 hours, was included in the case file. As per the Supreme Court's order, the accused's brother, Nileshbhai Kantilal Sheth, was personally informed of the arrest with his

signature, and a note was made in the Station Diary. A report submitted to the Police Station Officer for this purpose was included in the case file.

Subsequently, the accused's identification form was filled, and an entry was made in the arrest register. As per CrPC Section 58, the custody report, arrest report, examination report, explanation provided to the accused regarding the arrest, and the form for the arrested person's details were completed and included in the case file. A voice message was sent via the Government Intelligence Liaison to inform the relevant officer, and a copy was included in the case file.

Additionally, Police Inspector Parmar Sir from the Valsad Squad arrived with the accused Sanjay Agrawal and submitted a report for inquiry. A copy of this report was included in the case file. We conducted a verbal inquiry with them in person. A report was submitted to provide a copy of the statement taken from the accused Ketanbhai, and a copy of this report and the statement were included in the case file. A report regarding the accused's statement was sent to the City Police Inspector, Bilimora, and a copy was included in the case file. The investigation continues.

Sd/- Illegible

Case Diary No. 18 Date: 14/09/2002, Time: 10:00 to 05:00 Navsari

On this day, while conducting the investigation of the said crime, the arrested accused, Ketanbhai Kantilal Shah, underwent fingerprinting and photography as part of the M.C. Hard procedure. During interrogation, the accused denied involvement in the crime. His statement was recorded and included in the case file.

The accused, Ketan Kumar Kantilal Sheth (Shah), aged 40, residing in Mumbai, is an active director of Home Trade Ltd., Mumbai, and is fully aware of the operations of Home Trade Ltd. Initially, Home Trade Ltd., Mumbai, gained the trust of Navsari People's Cooperative Bank Ltd. in transactions involving the purchase and sale of government securities. However, with criminal intent, in later transactions, Home Trade Ltd. failed to provide physical possession of the securities to Navsari People's Cooperative Bank, committing fraud by misappropriating ₹24, 76, and 52,925 of the bank's funds.

As a significant portion of the investigation involves activities outside the state, requiring investigative teams to be deployed externally for extended periods, and in the interest of public welfare, a report was submitted to the Hon'ble Chief Judicial First Class Magistrate under CrPC Section 167, requesting a 14-day remand for the accused. The report, along with the police station report and details of the accused's interrogation, was included, and the investigation continues during the remand period.

Sd/- Illegible

Date: 14/09/2002

To,
The Hon'ble Chief Judicial Magistrate,
Navsari.

Subject: Request for 14-day Police Custody Remand under CrPC Section 167 for the accused arrested in connection with Navsari Town Police Station FIR No. 93/2002 under IPC Sections 406, 409, 420, 467, 468, etc.

Respected Sir,

With due respect, I, R.S. Patel, Police Inspector, Navsari Town Police Station, submit the following report:

The facts of the case registered at Navsari Town Police Station under I-CR No. 93/2002, IPC Sections 406, 409, 420, 421, 422, 423, 467, 468, 120B, and 34, are as follows: The complainant, Shri Bhanu Prasad Harishankar Suthar, residing in Navsari, is the Manager of Navsari People's Cooperative Bank Ltd., a banking institution registered under the Gujarat Cooperative Societies Act, 1961. As per the regulations of the Reserve Bank of India, Navsari People's Cooperative Bank Ltd. is required to maintain a Statutory Liquidity Ratio (SLR) by investing in government securities. Accordingly, the bank engaged in transactions for the purchase and sale of government securities. Initially, Navsari People's Cooperative

Bank Ltd. gained the trust of Home Trade Ltd., Mumbai, through financial transactions involving the purchase and sale of government securities. However, in subsequent transactions, with fraudulent intent to misappropriate funds, Home Trade Ltd. lured the bank with promises of higher profits, failed to provide physical possession of the securities, fabricated bogus contract notes and false documents, and defrauded Navsari People's Cooperative Bank Ltd. of a substantial amount of ₹24,76, and 52,925. This act jeopardized the interests of the bank's depositors and shareholders, plunging the bank into financial distress. On August 18, 2002, the bank's manager filed a complaint at Navsari Town Police Station against the directors, officers, and management of Home Trade Ltd., Mumbai.

In connection with this case, the accused, Ketanbhai Kantilal Sheth, aged 40, residing at Lalit Kutir, Gulmohar Cross Road No. 9, J.V.P.D., Andheri West, Mumbai 400049, was arrested on September 13, 2002, at 19:30 hours. He is a director of Home Trade Ltd., Mumbai, and persuaded the directors of Navsari People's Cooperative Bank Ltd. to engage in the purchase and sale of government securities with Home Trade Ltd. The bank's directors communicated with Ketanbhai Sheth, an advisor to Home Trade Ltd., via telephone or mobile phone regarding the pricing, trends, and settlement of government securities.

Annexure-1

Evidence has been obtained showing that Ketanbhai Sheth lured the bank's directors with criminal intent to engage in the purchase and sale of government securities with Home Trade Ltd. As an active director of Home Trade Ltd., Ketanbhai Sheth is involved in the transactions, and a detailed issue-wise investigation into the government securities purchased and sold

by Home Trade Ltd. remains pending. Additionally, the following points require further investigation:

1. The organizational structure of Home Trade Ltd., its employees, the directors involved in the fraud, the bank accounts of Home Trade Ltd., and the ledgers and documents related to the purchase and sale of securities need to be examined.
2. Investigation into the remaining co-accused involved in the substantial fraud against Navsari People's Cooperative Bank Ltd. is pending.
3. The location of the defrauded amount of ₹24, 76, and 52,925 belonging to Navsari People's Cooperative Bank Ltd. needs to be investigated.

The above investigations cannot be conducted without the presence of the accused, Ketanbhai Sheth. Since a significant portion of the investigation involves activities outside the state, it will require considerable travel time. Home Trade Ltd. has committed the fraud with deliberate intent, and the accused, Ketanbhai Sheth, is a white-collar criminal with a history of committing sophisticated financial crimes. He has orchestrated a nationwide conspiracy to defraud banks. In the interest of public welfare and for a thorough investigation, given the complex financial web involved, the presence of the accused is essential. Therefore, I humbly request a 14-day remand for the accused. Enclosed with this report is a copy of the case diary detailing the investigation conducted so far for your kind consideration.

Date: 14/09/2002

Sd/- Illegible
Police Sub-Inspector
Navsari Town Police Station

Order

The remand application was reviewed. The accused and his advocate, Shri Ayaz A. Sheikh, were heard. The police diary was examined, and the arguments of the prosecution were considered. The accused gained the trust of Navsari People's Cooperative Bank Ltd., failed to provide physical possession of securities, fabricated bogus contract notes and false documents, and defrauded the bank of ₹24, 76, 52,925, thereby seriously harming the interests of shareholders. Further investigation into the case is pending, as the accused has orchestrated a nationwide conspiracy to defraud banks. The presence of the accused is necessary for the investigation, and the reasons stated in the remand application justify his custody.

Upon reviewing the police papers and considering the reasons stated in the remand application, it appears that the accused's presence will aid in collecting evidence and uncovering significant facts. Handing over the accused for investigation will be beneficial and likely yield crucial and fruitful information. In light of the submissions from both parties, the reasons in the remand application, and the police papers, it is ordered that the accused be handed over for investigation. The accused must be

produced in court by September 21, 2002, at 14:00 hours, or earlier if court hours permit. The accused shall be informed of this order.

Date: 14/09/2002

Sd/- Illegible
Chief Judicial Magistrate
Navsari

Navsari Town Police Station

Date: 21/09/2002

To,

**The Hon'ble Chief Judicial Magistrate,
Navsari.**

Subject: Request for 7-day Police Custody Remand for the
Accused

Navsari Town Police Station I-CR No. 93/02

Respected Sir,

With due respect, I, R.S. Patel, Police Sub-Inspector, Navsari Town Police Station, submit the following report:

The facts of the case registered at Navsari Town Police Station under FIR No. 93/2002, IPC Sections 406, 409, 420, 421, 422, 423, 467, 468, 120B, and 34, are as follows: On August 18, 2002, the complainant, Shri Bhanu Prasad Harishankar Suthar, residing in Navsari, who is the Manager of Navsari People's Cooperative Bank Ltd., filed a complaint. Navsari People's Cooperative Bank Ltd. is a banking institution registered under the Gujarat Cooperative Societies Act, 1961. As per the regulations of the Reserve Bank of India, the bank is required to maintain a Statutory Liquidity Ratio (SLR) by investing in government securities. Accordingly, the bank engaged in transactions with Home Trade Ltd., Mumbai, for the purchase and sale of government securities. Initially, Home Trade Ltd. provided physical possession of government securities to Navsari People's Cooperative Bank Ltd., thereby gaining the bank's trust. However, in

subsequent transactions. Home Trade Ltd. lured the bank with promises of higher profits, failed to provide physical possession of the securities, and issued bogus contract notes and false documents. This resulted in defrauding Navsari People's Cooperative Bank Ltd. of a substantial amount of ₹24,76,52,925, harming the interests of the bank's depositors and shareholders and causing financial losses to the bank. The complaint was filed by the bank's manager against the directors, officers, and management of Home Trade Ltd.

In connection with this case, the accused, Ketanbhai Kantilal Sheth, aged 40, residing at 193, Lalit Kutir, J.V.P.D. Scheme, Gulmohar Cross Road No. 9, Mumbai 400049, a director of Home Trade Ltd., was arrested on September 13, 2002, at 19:30 hours. On September 14, 2002, he was produced before the Hon'ble Court within the stipulated time, and a police custody remand was granted until today, September 21, 2002, at 14:00 hours. During the investigation with the accused in custody, it was found that this case involves financial transactions, and the accused has orchestrated a systematic conspiracy to defraud banks in Gujarat and Maharashtra through calculated manipulation of financial figures, committing significant economic crimes. The accused has misappropriated funds belonging to cooperative banks' depositors, shareholders, and the public, causing financial harm. For the sake of public interest, a thorough and meticulous investigation requires the accused's presence, as he possesses a criminal mindset and has not cooperated with the investigation thus far. A significant portion of the investigation involves activities outside the headquarters, and the recovery of the substantial misappropriated amount remains pending. Additionally, it is yet to be determined who currently holds ownership of the government securities involved with Navsari People's Bank, and the investigation of co-accused

persons is also pending. For a systematic investigation, the accused's presence is indispensable.

Given the mandatory need for the accused's presence in the investigation, I humbly request a 7-day police custody remand under CrPC Section 167. Enclosed with this report are copies of the case diary detailing the investigation conducted and the accused, who is being presented before Your Honor for your kind consideration.

Date: 21/09/2002

Enclosures: Remand Warrant and Copy of Case Diary

Sd/- Illegible

Police Sub-Inspector

Navsari Town Police Station

ORDER

Read the remand application of the IO Shri R. S. Patel and heard learned advocate of the accused Shri A. A. Shekh. Read the remand application and the case diary of the investigation after the period of the remand granted earlier.

The IO has stated that the recovery of about Rs. 24 crore is pending from the accused of this matter. The said amount belongs to the shareholders and the depositors of Navsari People's Cooperative Bank Ltd and there is the need to visit faraway places located at different locations for the investigation. Besides, since the accused is not cooperating in the investigation, and as the time was given in

the religious festivals like Ganesha Visharjan to maintain law and order, the investigation could not be completed. Therefore, it is requested to grant further 7 days' police custody remand of the accused.

It is the argument of the learned advocate for the accused that the accused has been in the police custody now and again during the period of last four months and seven days and is in the judicial custody. Besides, (2 lines are unreadable). In the circumstances, there is no pending investigation. Therefore, the remand application should be rejected.

I have read the case diary of this case and it becomes clear that during the interrogation of the accused by the police, the accused has maintained silence. The accused could have given the information regarding the transactions that have been made. He could have produced the necessary documents from his office before the police and it cannot be believed that he does not have the information of the transactions of Home Trade Ltd made with Navsari People's Cooperative Bank. When the huge amount of Rs. 24 crore has been embezzled, and if the accused does not give the information of the said transactions and is taking the defence that he has been in the custody for more than four months is not proper. Even if the accused has the right to maintain silence, it is his duty to cooperate the IO in the investigation but he has not done so. This is the stage when the police can keep the custody of the accused and can carry out the investigation of the offence. The money belongs to the shareholders who had earned the money with hard work. As per the allegations, the (2-3 lines are unreadable as the handwriting is poor and the seals

are affixed on this part of the page).

Therefore, the investigation can be conducted in the presence of the accused and therefore, I order to send the accused in the police custody remand till 5:00 pm of 27/09/2002.

Date: 21/09/2002

Sd/- Illegible

Chief Judicial Magistrate, Navsari

Navsari Town Police Station

Date: 14/09/2002

To,

The Hon'ble Chief Judicial Magistrate,

Navsari.

Respected Sir,

With due respect, I, R.S. Patel, Police Sub-Inspector, Navsari Town Police Station, submit the following report:

In connection with Navsari Town Police Station FIR No. 93/2002, registered under IPC Sections 406, 409, 420, 421, 422, 423, 467, 468, 120B, and 34, the accused, Ketanbhai Kantilal Sheth, aged 40, residing at 193, Lalit Kutir, J.V.P.D. Scheme, Gulmohar Cross Road No. 9, Mumbai 400049, was arrested on September 13, 2002, at 19:30 hours. He was produced before Your Hon'ble court within the stipulated time and sent to judicial custody. Kindly take him into custody.

Date: 14/09/2002

Police Sub-Inspector

Navsari Town Police Station

Accused and the remand warrant received.

Sd/- Illegible 14/09/2002

Order

The accused was produced before this court today, September 14, 2002, at 19:00 hours. The accused has no complaints against the police regarding mistreatment or misconduct. The accused has been handed over for investigation until September 21, 2002, 14:00 hours. It is ordered that the accused be produced before the court on September 21, 2002, at 14:00 hours, or earlier if required.

Sd/- Illegible
Chief Judicial Magistrate
Navsari

To,

The Hon'ble Chief Judicial Magistrate,
Navsari

Respected Sir,

With due respect, I, R.S. Patel, Police Sub-Inspector, Navsari Town Police Station, submit the following report:

In connection with Navsari Town Police Station FIR No. 93/2002, registered under IPC Sections 406, 409, 420, 421, 422, 423, 467, 468, 120B, and 34, the accused, Ketanbhai Kantilal Sheth, aged 40, residing at 193, Lalit Kutir, J.V.P.D. Scheme, Gulmohar Cross Road No. 9, Mumbai 400049, was arrested on September 13, 2002, at 19:30 hours. He has been under police custody remand until today, September 27, 2002, at 17:00 hours. He is being sent to Your Honor's court within the stipulated time to be placed in judicial custody. Kindly take him into custody. Enclosed with this report are the remand warrant and the warrant from the Hon'ble Gandevi Court. This is for your kind consideration.

Date: 27/09/2002

Sd/- Illegible

Police Sub-Inspector

Navsari Town Police Station

Outward No. 546/2002

**Chief Judicial Magistrate Court
Navsari.**

Date: 27/09/2002

**To,
The Jailer,
Sub-Jail, Navsari.**

Subject: To hand over the custody of the accused.

This is to inform that the custody of accused Ketan Kantilal Sheth, Res. 19, Lalit Kutir, Gulmahor Road No. 9, JGPD Scheme, Andheri (West), Mumbai, be handed over to ASI M. R. Shinde, Umara Police Station in connection with Umara Police Station I-CR No. 274/02 IPC Section-406, 420, 467, 468, 471, 120B for investigation purpose.

By order,
Sd/- Illegible
Registrar
Chief Judicial Magistrate Court
Navsari

Case Diary No. 18 Date: 14/09/2002 Time: 17:00 to 23:00

Camp: Navsari

During the investigation of the said crime, the accused, Ketanbhai Kantilal Sheth, was brought to the residence of the Hon'ble Judicial First Class Magistrate Shri Pathan, with his face covered by a veil, as the court was on leave. The accused was presented along with the remand report and production report, and compelling arguments were made before the Hon'ble Magistrate to obtain a 14-day remand under CrPC Section 167. It was argued that in this case, Home Trade Ltd., Mumbai, defrauded Navsari People's Cooperative Bank Ltd. of a substantial amount of ₹24, 76, 52,925, misappropriating funds and harming the interests of the cooperative institution's shareholders and depositors, who represent the public. A meticulous investigation is necessary, and the accused's presence is indispensable for the investigation. The Hon'ble Magistrate granted the remand until September 21, 2002, at 14:00 hours. Copies of the remand report and production report were included in the case file.

Thereafter, custody of the accused was taken, and as per Supreme Court guidelines, arrangements were made for the accused, Ketanbhai, to undergo medical treatment at the Civil Hospital the following day. The accused was interrogated by Police Inspector Shri V.B. Raval Sir and myself, during which he denied involvement in the crime. His statement was recorded and included in the case file. As he provided details consistent with previously stated facts, further interrogation is required. A

note was made regarding this, and a report for an identification parade involving the accused with the bank's directors and manager was submitted to the Hon'ble Executive Magistrate, Navsari. A copy of this report was included in the case file. The investigation continues.

sd/- Illegible

Case Diary No. 19

Time: 09:00 to 14:15 and 16:00 to 21:25 Camp: Navsari

On this day, while conducting the investigation of the said crime, I visited Navsari People's Cooperative Bank and questioned Shri Mohanbhai Uttambhai Gandhi, aged 50, an Income Tax and Sales Tax Practitioner, residing at Naroda Bazar, Navsari, above Bank of Baroda, with phone numbers: 53261 (residence) and 50897 (office). He stated that he has been a director of Navsari People's Bank since 1998 and was appointed to the Investment Committee in 2001. As an Income Tax and Sales Tax Practitioner, he was included in the Investment Committee for tax-related purposes. He had no specific knowledge or opinions regarding government securities. His statement aligned with the details provided by previous witnesses, and his detailed response was included in the case file.

Subsequently, during a verbal interrogation of the accused, Ketanbhai, in connection with the crime, he provided no additional information beyond the previously stated facts, and a note of this was made. Regarding the identification parade of the accused with the directors and managers of Navsari People's Cooperative Bank, a report was submitted to the Executive Magistrate, Navsari, on September 14, 2002. In

pursuance of this, an identification parade was scheduled today at 17:00 hours. The accused, Ketanbhai Kantilal Shah, was brought to the Bahumali Building, Navsari, with his face covered by a veil, under proper security, and presented before the Hon'ble Executive Magistrate, Navsari. After the identification parade was conducted by the Hon'ble Executive Magistrate, the accused was sent to the Civil Hospital with a report for detention, and a copy of this report was included in the case file.

During the interrogation of the accused, information was received about a robbery in Patel Nagar Society. Consequently, the accused was placed in the lockup, and I proceeded to the location of the robbery. The investigation continues.

Sd/- Illegible

Case Diary No. 20 Date: 17/09/2002 Camp: Navsari/Mumbai

Time: 09:00 to 24:00

Today, while conducting the investigation of the crime, we left Navsari with the accused, Ketan Kumar, and arrived in Mumbai with appropriate seized items. Due to rain and traffic, we reached Mumbai late. Upon arrival, the accused was verbally interrogated, but he provided no new information beyond what was previously stated. Earlier, in connection with a letter sent to Fettle Bank Ltd., Corporate Banking Branch, 27 Tamarind Lane, opposite Bombay House, Dhobi Talao, Moti Street, Fort, Mumbai 400091, a parcel was received from the police station containing financial transaction details of Home Trade Ltd. and an SGL account statement, which were included in the case. As it was getting late, further investigation has been postponed to the next day.

Sd/- Illegible

Case Diary No. 21 Date: 18/09/2002 Time: 09:00 am to 21:00 pm**Camp: Mumbai**

Today, while conducting the investigation of the crime, a detailed interrogation of the accused, Ketanbhai Kantilal Shah, was carried out. He provided no new information beyond what was previously stated, and no fruitful details were obtained for recovery in the case during the meeting. His statement was recorded and included in the case file. Later, a meeting was held with the accused at the office of the Traffic Market Mumbai State CID, where the officers were informed about the accused and the crime-related details. The case involves a complex web of numerical data, for which a chartered accountant has been appointed by the government. It was noted that further evidence could be obtained with their assistance, and their suggestions were recorded. Additionally, at the office of the officer, a ledger of transactions between Navsari People's Co-operative Bank Ltd. and Home Trade, including a receipt of a book worth 10 lakhs, was kept with the general manager's report. Furthermore, a letter from Mr. P.P. Sarang of Gandevi Police Station regarding the crime was provided with a forwarding letter and included in the case file. The investigation continues.

Sd/- Illegible

Case Diary No. 22 Date: 19/09/2002 Time: 09:00 to 21:00**Camp Mumbai**

Today, while conducting the investigation of the crime, the accused, Ketanbhai Kantilal Seth, was interrogated. He provided vague information reiterating previously stated facts, and his response was included in the case file. Subsequently, in connection with a letter previously sent to HDFC Bank regarding Home Trade Ltd.'s transactions, we visited HDFC Bank at Kamala Mill Compound, Patel, and met with Officer Mr. Shivayogi. He provided xerox copies of documents related to Home Trade's financial transactions and bank statements, which were included in the case file. Later, I visited the accused's office, Giltedge Management Services Ltd., where Ketanbhai Kantilal Seth provided files containing contract notes and delivery challans for financial transactions of Giltedge Ltd. with Home Trade for the years 2001-2002, correspondence files with SEBI, a client list, Giltedge Ltd.'s turnover file, and a file related to securities purchased and sold by Giltedge Management Services Ltd. through Home Trade Ltd. from Navsari People's Co-operative Bank. Xerox copies of all these files were provided to Home Trade and included in the case file. As the next day involved arrangements for Ganesh Visarjan, we departed from Mumbai to Navsari with the accused. The investigation continues.

Sd/- Illegible

Case Diary No. 23 Date: 20/09/2002 Time: 10:15 to 11:00

Camp: Navsari

Today, while conducting the investigation of the crime, the accused, Ketanbhai Kantilal Seth, who is on remand, was taken to the Civil Hospital for a medical examination. A report was provided, and instructions were

given to the police to take him with proper escort and seized items for the medical check-up. Arrangements were made, and the medical examination report was included in the case file. Subsequently, a detailed interrogation of the accused was conducted, but no new fruitful information was provided. The complete details of the investigation conducted by us were reported to Mr. P.I. V.V. Raval. As we have arrangements for Ganesh Visarjan, further investigation was deferred to the next day.

Sd/- Illegible

Case Diary No. 24 Date: 21/09/2002 time: 08:00 to 13:15

Camp: Nasari

Today, while conducting the investigation of the crime, a detailed interrogation of the accused, Ketanbhai Kantilal Seth, was carried out, but no fruitful information was provided. The accused is habitual in committing financial crimes, and no financial recovery has been made in this case. Most of the investigation is outside the headquarters, and the case involves a complex web of financial figures. The accused is the mastermind behind this, and his presence is necessary. As the remand period is nearing its end, arrangements were made to obtain an extension of the remand under CrPC Section 167. A remand report and production report, along with copies of the case diary, were prepared to present the accused before the Chief Judicial Magistrate, Navsari. Upon obtaining the remand extension, further investigation continues.

Sd/- Illegible

Navsari Town Police Station

Date: 21/09/2002

To,
The Chief Judicial Magistrate,
Navsari.

With respects, I. R.S. Patel, Police Sub-Inspector, Navsari Town Police Station, submit the following report:

In connection with Navsari Town Police Station FIR No. 93/2002 under IPC Sections 406, 409, 420, 421, 422, 423, 467, 468, 120B, and 34, the accused, Ketanbhai Kantilal Seth, aged 40 years, resident of 193, Lalit Kutir, J.V.P.D. Scheme, Gulmohar Cross Road No. 9, Mumbai 400049, was arrested on 13/09/2002 at 19:30 hours and presented before the Hon'ble Court within the stipulated time. The Hon'ble Court granted police custody remand until today, 21/09/2002, 14:00 hours. The accused is hereby presented within the stipulated time for court custody. Kindly take him into custody.

This is for your information.

Date: 21/09/2002

Sd/- Illegible

Police Sub-Inspector

Navsari Town Police Station

Transfer Warrant

(Unreadable line),
Andheri West, Mumbai.

To,
The Chief Judicial Magistrate,
Navsari.

It is hereby informed that the accused, Ketan Kantilal Seth, resident of 193, Lalit Kutir, Gulmohar Cross Road No. 9, J.V.P.D., is currently in your custody in jail in connection with Navsari Town Police Station I-CR No. 93/2002 under IPC Sections 406, 409, 420, 421, 422, 423, 120B, and 34.

The aforementioned accused, Ketan Kantilal Seth, is required in connection with Umra Police Station I-CR No. 274/2002 under IPC Sections 471, 420, 461, 467, 468, 120B, and 34, and should be handed over to P.S.I. Mr. P.T. Shinde, resident of Mumbai.

Upon completion of this process, the accused will be sent back to our custody with proper police escort.

This warrant is issued today on the 18th of September 2002 with my signature and the court's seal.

Sd/- Illegible
Chief Judicial Magistrate
Surat city

Order

It is ordered that the custody of the accused, Ketan Kantilal Seth, be handed over as requested.

Date: 19/09/2002

Sd/- Illegible

Chief Judicial Magistrate, Navsari.

Transfer Warrant**Chief Judicial Magistrate Court****Navsari****Date: 19/09/2002**

To,
The Police Inspector,
Umra Police Station,
Surat.

Subject: Transfer of accused Ketanbhai Kantilal Seth (Shah) in connection with Navsari Town Police Station FIR No. 93/2002 under IPC Sections 409, 420, 421, 422, 423, 120B, and 34.

Respected Sir,

With respects, it is informed that the accused, Ketanbhai Kantilal Seth, resident of 193, Lalit Kutir, Gulmohar Cross Road, J.V.P.D., Andheri West, is currently in the custody of your court in connection with Navsari Town Police Station FIR No. 93/2002 under IPC Sections 409, 420, 421, 422, 423, 120B, and 34.

The aforementioned accused, Ketan Kantilal Seth (Shah), resident of 193, Lalit Kutir, Gulmohar Cross Road, Andheri West, is required in connection with Umra Police Station FIR No. 274/2002 under IPC Sections 471, 420, 421, 466, 468, 120B, and 114. Therefore, the said accused is to be handed over to the Umra Police Station for the purpose of

investigation in FIR No. 274/2002 under IPC Sections 471, 420, 421, 466, 468, 120B, and 114, on the condition that the accused is not released on bail.

Date: 19/09/2002

Sd/- Illegible

Chief Judicial Magistrate

Navsari

Transfer Warrant has been received.

Sd/- Illegible

2248

Navsari Town Police Station

Date: 12/09/2002

To,
Hon'ble Chief Judicial Magistrate,
Navsari.

Subject: Request for issuance of Transfer Warrant for the accused in Navsari Town Police Station FIR No. 93/2002 under IPC Sections 406, 409, 420, 467, 468, etc.

With respects, I, R.S. Patel, Police Sub-Inspector, Navsari Town Police Station, submit the following request report:

In connection with Navsari Town Police Station FIR No. 93/2002 under IPC Sections 406, 409, 420, 421, 422, 423, 467, 468, 120B, and 34, the accused, Ketanbhai Kantilal Seth (Shah), resident of 193, Lalit Kutir, C.H.S., 3rd Floor, J.V.P.D., Mumbai 400049, is yet to be arrested in the aforementioned case. The said accused is currently under the orders of the Hon'ble Judicial Magistrate, Gandev, in connection with Gandev Police Station Case No. 3/2002 under IPC Sections 406, 409, 420, 467, and 468, having been arrested on 06/09/2002 at 22:30 hours and is presently under police remand.

As the accused is required for arrest in the aforementioned case of Navsari Town Police Station, it is requested that a Transfer Warrant be

issued from the Hon'ble Judicial Magistrate, Gandev, to transfer the accused. Previously, the Hon'ble Court of the Judicial Magistrate, First Class, Valsad, issued a Transfer Warrant for the accused on 26/08/2002, which is hereby requested to be canceled, and a new Transfer Warrant be issued from the Hon'ble Judicial Magistrate, Gandev.

Enclosed is the Transfer Warrant issued by the Hon'ble Judicial Magistrate, First Class, Valsad, for the accused, for the information of the Hon'ble Court.

This is for your kind consideration.

Date: 12/09/2002

Sd/- Illegible
Police Sub Inspector
Navsari Town Police Station

ORDER

Heard. Issue a Transfer Warrant in the name of P.S.I. Shri R.S. Patel of the court of the Judicial Magistrate, First Class, Gandevi.

Date: 12/09/2002

Sd/- Illegible
Chief Judicial Magistrate
Navsari

Transfer Warrant

Chief Judicial Magistrate Court,
Navsari. Date: 26/08/2002.

To,
G.C. J. (JD), and
Judicial Magistrate First Class, Valsad.

Subject: Transfer of accused Ketanbhai Kantilal Shah in connection with Valsad Town Police Station I-CR No. 119/2002 under IPC Sections 406, 409, 422, 423, 120B, 420, and 34

Respected Sir,

With respects, it is informed that the accused, Ketanbhai Kantilal Shah, aged 40, resident of 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross Road, J.V.P.D., Mumbai 400049, is currently in your court's custody in connection with Valsad Town Police Station FIR No. 119/2002 under IPC Sections 420, 406, 409, 422, 423, 120B, and 34.

The aforementioned accused, Ketanbhai Kantilal Seth, resident of 193, Lalit Kutir, C.H.S., 3rd Floor, Cross Road, J.V.P.D., Mumbai 400049, is required in connection with Navsari Town Police Station I-CR No. 93/2002 under IPC Sections 420, 421, 422, 423, 34, 406, 409, and 120B. Therefore, the said accused is to be handed over to Navsari Town Police

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

Station for the purpose of investigation in I-CR No. 93/2002 under IPC Sections 420, 421, 422, 423, 34, 406, 409, and 120B, on the condition that the accused is not released on bail.

Date: 26/08/2002

Sd/- Illegible
Chief Judicial Magistrate
Navsari

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

Transfer Warrant

Chief Judicial Magistrate Court,
Navsari. Date: 12/09/2002.

To,
G.C. J. (JD), and
Judicial Magistrate First Class, Gandevi.

Subject: Transfer of accused Ketanbhai Kantilal Sheth (Shah) in connection with Gandevi Police Station M Case No. 03/2002 under IPC Sections 406, 409, 422, 423, 120B, 420, and 34.

Sir,

With respects, it is informed that the accused, Ketanbhai Kantilal Seth (Shah), aged 42, resident of 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross Road, J.V.P.D., Mumbai 400049, is currently in your court's custody in connection with Gandev Police Station M-Case No. 3/2002 under IPC Sections 420, 406, 409, 422, 467, and 468.

The aforementioned accused, Ketanbhai Kantilal Seth (Shah), resident of 193, Lalit Kutir, C.H.S., 3rd Floor, Cross Road, J.V.P.D., Mumbai 400049, is required in connection with Navsari Town Police Station I-CR No. 93/2002 under IPC Sections 406, 409, 421, 467, and 468. Therefore, the said accused is to be handed over to Navsari Town Police

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

Station for the purpose of investigation in I-CR No. 93/2002 under IPC Sections 420, 421, 422, 423, 34, 467, and 468, on the condition that the accused is not released on bail.

Date: 12/09/2002

Chief Judicial Magistrate, Navsari.

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

**In the Court of the Hon'ble Chief Judicial Magistrate, Navsari
Town Police Station FIR No. 93/02**

Complainant: The State Government

Vs.

Accused: (1) Sanjay Hariram Agarwal

Humble request on behalf of Accused Nos. 5 and 6:

In the above-mentioned case, the government has submitted an application to present passports in the Hon'ble Court. In this regard, important information and documentary evidence are yet to be obtained from Accused Nos. 5 and 6. Therefore, it is not possible to submit a response to the application for passport seizure today. Kindly grant an extension of time to submit the aforementioned response in this matter.

Date: 28-08-2002

Sd/- Illegible

Advocate

Sd/- Illegible

Chief Judicial Magistrate,

Navsari

In the Court of the Hon'ble Chief Judicial Magistrate, Navsari
Town Police Station I-CR No. 93/02

Complainant: The State Government

Vs.

Accused: Jagruti Ketan Sheth (Accused no. 3)

Humble request on behalf of Accused No. 3 that.

In reference to the application submitted by the government to present the passport in the Hon'ble Court, important information and documentary evidence are yet to be obtained from the accused. Therefore, it is not possible to submit a response to the above application today. As an extension of time is required to submit the response to this application, it is humbly requested, in the interest of justice, to kindly grant an extension of time.

Date: 28/08/02

Sd/- Illegible

(Advocate for the accused)

Sd/- Illegible

Chief Judicial Magistrate,

Navsari

**In the Court of the Hon'ble Chief Judicial Magistrate, Navsari
Town Police Station I-CR No. 93/02**

Complainant: The State Government

Vs.

Accused: Sanjay Hariram and others.

Humble request on behalf of Accused Nos. 8, 12, and 13 in the above-mentioned case:

The accused, Atulbhai Shah, Beenaben Sanghavi, and Nikitaben, have appointed me as their advocates for the above case and have sent the signed vakalatnama via courier. However, for some reason, I have not received the aforementioned vakalatnama today. Therefore, to submit the vakalatnama and respond to the application filed by the police, we require an extension of time. In the interest of justice, we humbly request you to kindly grant an extension of time.

Date: 28/08/02

Sd/- Illegible
(Anish K. Ghanchi)
Advocate for the accused

Sd/- Illegible
Chief Judicial Magistrate,
Navsari

Navsari Town Police Station.

Date: 20/08/2002

To,

Hon'ble Chief Judicial Magistrate,

Navsari.

Subject: As per Navsari Town PS I-CR No. 93/2002 IPC
Section-406, 420, 421, 422, 423, 120B.

With respects, I, R.S. Patel, Police Sub-Inspector, Navsari Town
Police Station, submit the following request report:

I am investigating the crime registered under Navsari Town Police
Station FIR No. 93/2002 under IPC Sections 406, 409, 420, 421, 422, 423,
120B, and 34. In this case, a fraud and cheating amounting to Rs.
24,76,52,925/- has been committed against Navsari People's Co-operative
Bank. The involved accused are as follows:

1. **Sanjay Hariram Agarwal**

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross
Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum
Apartment, Sector 17, Vashi, Navi Mumbai

2. **Ketan Seth, Director**

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross
Road No. 9, J.V.P.D., Mumbai 400049

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

3. **Mrs. Jagruti, w/o Ketan Seth**
Resident: As per Serial No. 2
4. **Nandkishor Shankarlal Trivedi, Director**
Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056
5. **Hiten Bhupendra Shah**
Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055
6. **Mrs. Shilpa Hiten Shah, Director**
Resident: As per Serial No. 5
7. **Miss Kanan Melawala, Manager, Home Trade Ltd.**
Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai
8. **Beena Sandhavi, Officer, Ketan Seth & Company**
Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056
9. **Ketan Mashkariya, Officer, Home Trade Ltd.**
10. **Subodh Bhandari, Executive Managing Director, Home Trade Ltd.**
Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705
11. **Hiren Gada, Senior Vice President, Home Trade Ltd.**
12. **Atul Shah, Senior Officer, Giltedge Management Services Ltd.**
13. **Kumari Vichita, Officer, Giltedge Management Services Ltd.**

The above-mentioned accused have committed misappropriation and cheating involving a large sum of money. There is a strong possibility that they may flee the country after committing the crime. Therefore, it is

requested to issue an order to seize their passports and visas. This is for your kind consideration.

Date: 20/08/2002

Sd/- Illegible
Police Sub Inspector
Navsari Town Police Station

ORDER

Issue Notice to the APP and the accused for their submission.

Sd/- Illegible

20/08/2002.

CR No. 98/02

Date: 20/08/02

Sd/- Illegible

Registrar

Navsari Town Police Station

Date: 23/08/2002

To,

Hon'ble chief Judicial Magistrate,

Navsari.

Subject: Request for issuance of Transfer Warrant for the accused arrested by Valsad City Police Station in connection with Navsari Town Police Station FIR No. 93/2002 under IPC Sections 406, 409, 420, 421, 422, 423, 120B, and 34.

With respects, I, R.S. Patel, Police Sub-Inspector, Navsari Town Police Station, submit the following request report:

I am investigating the crime registered under Navsari Town Police Station I-CR No. 93/2002 under IPC Sections 406, 409, 420, 421, 422, 423, 120B, and 34. Among the accused involved in this case, (1) Ketanbhai Kantilal Shah, caste Vaishnav, aged 40, occupation share broker, resident of 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross Road No. 9, J.V.P.D., Mumbai 400049, has been arrested by Valsad Town Police Station in connection with FIR No. 119/02 under IPC Sections 420, 406, 409, 422, 423, 120B, and 34 for committing misappropriation and cheating amounting to Rs. 28,75,21,758.33 with Valsad People's Co-operative Bank Ltd. The Valsad Police arrested him on 18/08/2002 at 14:00 hours, and he is under remand until 26/08/2002. As the aforementioned accused is required for investigation in Navsari Town Police Station FIR No. 93/02,

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

it is requested to issue a Transfer Warrant of the court of the Chief Magistrate, Valsad, to transfer the accused. This is for your kind consideration.

Date: 23/08/2002

Sd/- Illegible
Police Sub-Inspector
Navsari Town Police Station

Order

Heard. The application has been read and considered. Taking into account the reasons stated in the application, a Transfer Warrant is to be issued in the name of P.S.I. Shri R.S. Patel to obtain the accused.

Sd/- Illegible

23/08/2002

Transfer warrant has been received

Sd/- Illegible

23/08/2002

Transfer Warrant

Chief Judicial Magistrate First Class
Court, Navsari.

Date: 23/08/2002

To,
Chief Judicial Magistrate,
Valsad.

Subject: Transfer of accused Ketanbhai Kantilal Shah in connection with Valsad Town Police Station FIR No. 119/2002 under IPC Sections 406, 409, 422, 423, 120B, 420, and 34.

Respected Sir,

With respects, it is informed that the accused, Ketanbhai Kantilal Shah, aged 40, resident of 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross Road, J.V.P.D., Mumbai 400049, is currently in your court's custody in connection with Valsad Town Police Station FIR No. 119/2002 under IPC Sections 420, 406, 409, 422, 423, 120B, and 34.

The aforementioned accused, Ketanbhai Kantilal Seth, resident of 193, Lalit Kutir, C.H.S., 3rd Floor, Cross Road, J.V.P.D., Mumbai 400049, is required in connection with Navsari Town Police Station FIR No. 93/2002 under IPC Sections 420, 421, 422, 423, 34, 406, 409, and 120B. Therefore, the said accused is to be handed over to P.S.I. Shri R.S. Patel of Navsari Town Police Station for the purpose of investigation in FIR No.

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

93/2002 under IPC Sections 420, 421, 422, 423, 34, 406, 409, and 120B,
on the condition that the accused is not released on bail.

Date: 23/08/2002

Sd/- Illegible
I/c Chief Judicial Magistrate
Navsari

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Subject: Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

Complainant: State of Gujarat

Versus

Accused:

The involved accused are as follows:

1. Sanjay Hariram Agarwal, Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum Apartment, Sector 17, Vashi, Navi Mumbai.
2. Ketan Seth, Director, Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross Road No. 9, J.V.P.D., Mumbai 400049.
3. Mrs. Jagruti, w/o Ketan Seth, Resident: As per Serial No. 2.
4. Nandkishor Shankarlal Trivedi, Director, Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar, Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor, Khandubhai Desai Road, Vile Parle West, Mumbai 400056.
5. Hiten Bhupendra Shah, Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola, Santacruz, Mumbai 400055.
6. Mrs. Shilpa Hiten Shah, Director, Resident: As per Serial No. 5.
7. Miss Kanan Melawala, Manager, Home Trade Ltd., Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium, Marine Drive, Mumbai.

8. Beena Sandhavi, Officer, Ketan Seth & Company
Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056.
9. Ketan Mashkariya, Officer, Home Trade Ltd.
10. Subodh Bhandari, Executive Managing Director, Home Trade Ltd.
Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi, Turbhe,
Navi Mumbai 400705.
11. Hiren Gada, Senior Vice President, Home Trade Ltd.
12. Atul Shah, Senior Officer, Giltedge Management Services Ltd.
13. Kumari Vichita, Officer, Giltedge Management Services Ltd.

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Transfer Warrant

Chief Judicial Magistrate First Class
Court, Navsari.

Date: 23/08/2002

To,
Chief Judicial Magistrate,
Valsad.

Subject: Transfer of accused Ketanbhai Kantilal Shah in connection with Valsad Town Police Station FIR No. 119/2002 under IPC Sections 406, 409, 422, 423, 120B, 420, and 34.

Respected Sir,

With respects, it is informed that the accused, Ketanbhai Kantilal Shah, aged 40, resident of 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross Road, J.V.P.D., Mumbai 400049, is currently in your court's custody in connection with Valsad Town Police Station FIR No. 119/2002 under IPC Sections 420, 406, 409, 422, 423, 120B, and 34.

The aforementioned accused, Ketanbhai Kantilal Seth, resident of 193, Lalit Kutir, C.H.S., 3rd Floor, Cross Road, J.V.P.D., Mumbai 400049, is required in connection with Navsari Town Police Station FIR No. 93/2002 under IPC Sections 420, 421, 422, 423, 34, 406, 409, and 120B. Therefore, the said accused is to be handed over to P.S.I. Shri R.S. Patel of Navsari Town Police Station for the purpose of investigation in FIR No.

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

93/2002 under IPC Sections 420, 421, 422, 423, 34, 406, 409, and 120B,
on the condition that the accused is not released on bail.

Date: 23/08/2002

Sd/- Illegible
I/c Chief Judicial Magistrate
Navsari

Transfer Warrant

Chief Judicial Magistrate First Class
Court, Navsari.

Date: 23/08/2002

To,
Chief Judicial Magistrate,
Valsad.

Subject: Transfer of accused Ketanbhai Kantilal Shah in connection with Valsad Town Police Station FIR No. 119/2002 under IPC Sections 406, 409, 422, 423, 120B, 420, and 34.

Respected Sir,

With respects, it is informed that the accused, Ketanbhai Kantilal Shah, aged 40, resident of 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross Road, J.V.P.D., Mumbai 400049, is currently in your court's custody in connection with Valsad Town Police Station FIR No. 119/2002 under IPC Sections 420, 406, 409, 422, 423, 120B, and 34.

The aforementioned accused, Ketanbhai Kantilal Seth, resident of 193, Lalit Kutir, C.H.S., 3rd Floor, Cross Road, J.V.P.D., Mumbai 400049, is required in connection with Navsari Town Police Station FIR No. 93/2002 under IPC Sections 420, 421, 422, 423, 34, 406, 409, and 120B.

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

Therefore, the said accused is to be handed over to P.S.I. Shri R.S. Patel of Navsari Town Police Station for the purpose of investigation in FIR No. 93/2002 under IPC Sections 420, 421, 422, 423, 34, 406, 409, and 120B, on the condition that the accused is not released on bail.

Date: 23/08/2002

Sd/- Illegible
I/c Chief Judicial Magistrate
Navsari

To,

The Chief Judicial Magistrate,
Navsari.

Subject: Request for issuance of a Transfer Warrant in connection with Navsari Town Police Station C.R. No. 93/02 under IPC Sections 406, 409, 420, etc.

Respected Sir,

I, R.S. Patel, Police Sub-Inspector, Navsari Town Police Station, respectfully submit the following request report:

In connection with Navsari Town Police Station I- C.R. No. 93/2002, registered under IPC Sections 406, 409, 420, 421, 422, 423, 120B, and 34, the accused, Ketanbhai Kantilal Shah, residing at 193, Lalit Kutir, C.H.S., 3rd Floor, J.V.P.D., Mumbai 400049, is currently under police remand under the jurisdiction of the Hon'ble Joint Judicial Magistrate, Valsad, for the case registered at Valsad Town Police Station under C.R. No. 119/02, involving IPC Sections 420, 406, 409, etc. On 23/08/2002, a Transfer Warrant was issued by your honor addressed to the Chief Judicial Magistrate, Valsad. However, when our armed Police Constable, Narayan Shanti Swarup, visited the Valsad court to submit the said warrant, it was found that there was no court of the Chief Judicial Magistrate, Valsad, and the warrant issued by your honor was not accepted. Therefore, I request that the said Transfer Warrant be issued in the name of the Hon'ble Joint Judicial Magistrate, Valsad. The original warrant is enclosed with this letter. Kindly take note of it.

Date: 26/08/2002

Sd/- Illegible
Police Sub-Inspector
Navsari Town Police Station

ORDER

Read the application. Issue the transfer warrant of the name of PSI
Shri R. S. Patel of Hon'ble Joint JD, and Judicial Magistrate First Class,
Valsad as sought.

Date: 26/08/2002

Sd/- Illegible
Chief Judicial Magistrate
Navsari

Sd/- Illegible
Transfer Warrant received

Transfer Warrant

**Chief Judicial Magistrate Court,
Navsari. Date: 26/08/2002**

**To, G. C. J. (JD) and
Judicial Magistrate First Class,
Valsad.**

Subject: Transfer of accused Ketanbhai Kantilal Shah in connection with Valsad Town Police Station FIR No. 119/2002 under IPC Sections 406, 409, 422, 423, 120B, 420, and 34

Respected Sir,

With respects, it is informed that the accused, Ketanbhai Kantilal Shah, aged 40, resident of 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross Road, J.V.P.D., Mumbai 400049, is currently in your court's custody in connection with Valsad Town Police Station FIR No. 119/2002 under IPC Sections 420, 406, 409, 422, 423, 120B, and 34.

The aforementioned accused, Ketanbhai Kantilal Shah, resident of 193, Lalit Kutir, C.H.S., 3rd Floor, Cross Road, J.V.P.D., Mumbai 400049, is required in connection with Navsari Town Police Station FIR No. 93/2002 under IPC Sections 420, 421, 422, 423, 34, 406, 409, and 120B.

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

Therefore, the said accused is to be handed over to Navsari Town Police Station for the purpose of investigation in FIR No. 93/2002 under IPC Sections 420, 421, 422, 423, 34, 406, 409, and 120B, on the condition that the accused is not released on bail.

Date: 26/08/2002

Sd/- Illegible

Chief Judicial Magistrate,

Navsari.

Date: 25/08/2002

My name is Dilip Pageni Rajpatre, caste Nepali, aged 25, occupation watchman, resident of Juhu Shalimar, Ground Floor, Andheri.

I am stating in person that I reside at the above-mentioned address and have been working as a watchman and liftman at Shalimar Apartments for the last 11 years to earn my livelihood.

Today, you, sir, visited our apartment for an inquiry regarding Sanjay Hariram Agarwal, who previously resided in Room No. 74 on the seventh floor. Sanjay Hariram Agarwal left this place three years ago and has been living elsewhere. He was staying here on rent. The said flat belongs to Pandit Sahib. Currently, the flat is vacant.

This is my fact that I have stated.

Before,

Sd/- Illegible

Anarmed Head Constable

Navsari PS

Statement of Shankarlal Vardishankar Trivedi

My name is Shankarlal Vardishankar Trivedi, aged 67, occupation retired, resident of 3/A, Pushpam Apartment, 6, Khandubhai Desai Road, Vile Parle West, Phone No. 6252924 / 9821030149.

I state in person that I reside at the above-mentioned address and am currently living a retired life. I have three children: one son named Nandkishor and two younger daughters. Deepika and Dimple. Previously, I lived on rent at Bhuvan Gajadar Street, Chira Bazaar, which I vacated under tenancy rights, and now I reside in my own house at Vile Parle. My eldest son, Nandkishor, is married and lives with us. However, for the last four months, he has left his business and children with us and gone somewhere; he no longer lives with us.

Today, you, sir, visited regarding a case registered against my son, Nandkishor Trivedi, at Navsari Town Police Station, in which his name is included. You came to serve a notice issued by the Hon'ble Court of Navsari, but he has not been residing here for the last four months, and I do not know where he has gone.

This is the fact that I have stated.

SD/- Illegible
(Shankarlal V. Trivedi)

Before,
Sd/- Illegible
Armed Head Constable
Navsari

Statement of Kishansing Ramsang

My name is Kishansing Ramsang, occupation domestic worker, resident of Jayant Mahal, 5th Floor, opposite Wankhede Stadium, Marine Drive, Mumbai.

I state in person that I reside at the above-mentioned address and have been working as a domestic worker at Miss Kanan Mewawala's house for the last one year. I receive a monthly salary of Rs. 1,700. In this house, Mr. Bharatbhai Mewawala, his wife Falguni Mewawala, and their children reside, and Miss Kanan Mewawala is Bharatbhai's sister. Bharatbhai's parents have been out of town for the last 20 days, and I do not know why or where they have gone.

Today, a notice from the Navsari Chief Judicial Magistrate's Court was read to me regarding Miss Kanan Mewawala. In this regard, I state that Miss Kanan Mewawala has not been at this house for the last one and a half months, and I do not know where she is currently residing. I also do not know why she left this place. Miss Kanan Mewawala has not returned since she left. Bharatbhai Seth is not present at home; he leaves for work at 10:00 AM and returns home around 9:00 or 10:00 PM. I have not seen his office. Bharatbhai's wife has gone to school with their children and will return around 5:00 PM. However, Miss Kanan Mewawala is not currently present at home, and I do not know when she will return.

This is the fact that I have stated.

Sd/- Illegible
Armed Head Constable
Navsari PS

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Subject: Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

Complainant: State of Gujarat

Versus

Accused:

The involved accused are as follows:

1. Sanjay Hariram Agarwal, Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum Apartment, Sector 17, Vashi, Navi Mumbai.
2. Ketan Seth, Director, Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross Road No. 9, J.V.P.D., Mumbai 400049.
- 3. Mrs. Jagruti, w/o Ketan Seth, Resident: As per Serial No. 2.**
4. Nandkishor Shankarlal Trivedi, Director, Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar, Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor, Khandubhai Desai Road, Vile Parle West, Mumbai 400056.
5. Hiten Bhupendra Shah, Resident: 102, Gandhi Niwas. Ashok Nagar Road, Vakola, Santacruz, Mumbai 400055.
6. Mrs. Shilpa Hiten Shah, Director, Resident: As per Serial No. 5.

7. Miss Kanan Melawala, Manager, Home Trade Ltd., Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium, Marine Drive, Mumbai.
8. Beena Sandhavi, Officer, Ketan Seth & Company Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind McDonald's, Vile Parle West, Mumbai 400056.
9. Ketan Mashkariya, Officer, Home Trade Ltd.
10. Subodh Bhandari, Executive Managing Director, Home Trade Ltd. Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi, Turbhe, Navi Mumbai 400705.
11. Hiren Gada, Senior Vice President, Home Trade Ltd.
12. Atul Shah, Senior Officer, Giltedge Management Services Ltd.
13. Kumari Vichita, Officer, Giltedge Management Services Ltd.

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Outward No. 1775/2002

Note No. 749/02

This Copy has been received.

Today on 25/08/2002.

Sd/- Illegible

Kantilal Sheth

Served:

Hon'ble Police Inspector, Navsari PS,

As per your order, this notice has been served and has been returned in time. Date: 27/08/2002

Sd/- Illegible
Armed Head Constable
Navsari Town PS

Hon'ble Chief Judicial Magistrate Court,
Navsari.

Subject: Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

Complainant: State of Gujarat

Versus

Accused:

. The involved accused are as follows:

1. Sanjay Hariram Agarwal

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross
Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum
Apartment, Sector 17, Vashi, Navi Mumbai

2. Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross
Road No. 9, J.V.P.D., Mumbai 400049

3. Mrs. Jagruti, w/o Ketan Seth

Resident: As per Serial No. 2

4. Nandkishor Shankarlal Trivedi, Director

Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

5. **Hiten Bhupendra Shah**
Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055
6. **Mrs. Shilpa Hiten Shah, Director**
Resident: As per Serial No. 5
7. **Miss Kanan Melawala, Manager, Home Trade Ltd.**
Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai
8. **Beena Sandhavi, Officer, Ketan Seth & Company**
Resident: 103, Liberty Apartment, 80/A, Sarojini Road. Behind
McDonald's, Vile Parle West, Mumbai 400056
9. **Ketan Mashkariya, Officer, Home Trade Ltd.**
10. **Subodh Bhandari, Executive Managing Director, Home Trade Ltd.** Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705
14. **Hiren Gada, Senior Vice President, Home Trade Ltd.**
15. **Atul Shah, Senior Officer, Giltedge Management Services Ltd.**
16. **Kumari Vichita, Officer, Giltedge Management Services Ltd.**

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country.

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Outward No. 1775/2002, Note No. 749/02

Received

Sd/- Illegible 25/08/2002

Served:

Hon'ble Police Inspector, Navsari PS,

When the address of the accused was visited, he was found present and the notice has been served to him and his signature has been obtained on the office copy and has been informed to remain present on the date mentioned and this copy has been returned in time. This is for your kind information.

Date: 27/08/2002

Sd/- Illegible
Armed Head Constable
Navsari Town PS

In the court of Hon'ble Chief Judicial Magistrate Court, Navsari

Subject: Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

Complainant: State of Gujarat

Versus

Accused:

. The involved accused are as follows:

1. **Sanjay Hariram Agarwal**

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross
Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum
Apartment, Sector 17, Vashi, Navi Mumbai

2. **Ketan Seth, Director**

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross
Road No. 9, J.V.P.D., Mumbai 400049

3. **Mrs. Jagruti, w/o Ketan Seth**

Resident: As per Serial No. 2

4. **Nandkishor Shankarlal Trivedi, Director**

Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056

5. **Hiten Bhupendra Shah**

Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

6. **Mrs. Shilpa Hiten Shah, Director**

Resident: As per Serial No. 5

7. **Miss Kanan Melawala, Manager, Home Trade Ltd.**

Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai

8. **Beena Sandhavi, Officer, Ketan Seth & Company**

Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056

9. **Ketan Mashkariya, Officer, Home Trade Ltd.**

10. **Subodh Bhandari, Executive Managing Director, Home Trade**

Ltd. Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705

17. **Hiren Gada, Senior Vice President, Home Trade Ltd.**

18. **Atul Shah, Senior Officer, Giltedge Management Services Ltd.**

19. **Kumari Vichita, Officer, Giltedge Management Services Ltd.**

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002.

In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,

Sd/- Illegible

Registrar,

Chief Judicial Magistrate Court.

Navsari

Outward No. 1775/2002, Note No. 749/02

Received

Sd/- Illegible 25/08/2002 (Shilpa H. Shah).

Served:

Hon'ble Police Inspector, Navsari PS,

When the address of the accused was visited, she was found present and the notice has been served to her and her signature has been obtained on the office copy and has been informed to remain present on the date mentioned and this copy has been returned in time. This is for your kind information.

Date: 27/08/2002

Sd/- Illegible

Armed Head Constable

Navsari Town PS

To,
Hon'ble Chief Judicial Magistrate,
Navsari Chief Court, Navsari.

Subject: To issue the transfer warrant

With respects, I, R.S. Patel, Police Sub-Inspector, Navsari Town Police Station, submit the following request report:

We are investigating the case registered under Navsari Town Police Station FIR No. 93/2002 under IPC Sections 406, 409, 420, 421, 422, 423, 467, 468, 120B, and 34. The accused in this case, Sanjay Hariram Agarwal, Director of Home Trade Ltd., Mumbai, resident of Juhu Shalimar C.H.S., 7th Floor, Gulmohar Cross Road No. 10, Juhu, Mumbai 400049, is currently in the court custody of Mr. Deshmukh in CBI Mumbai Case No. 51. As the aforementioned accused is required for the investigation of the crime at this police station, it is requested to issue a Transfer Warrant to bring him here. This is for your kind consideration. Date: 22/10/2002

Sd/- Illegible
Police Sub Inspector
Navsari Town Police Station

ORDER

Read the report.

Issue the transfer warrant of the name of PSI Shri R. S. Patel.

Date: 22/10/02.

Sd/- Illegible
Chief Judicial Magistrate, Navsari.

English Transfer Warrant on this page

No. 141/2002

IN THE COURT OF CHIEF JUDICIAL MAGISTRATE, NAVSARI
DIST. NAVSARI GUJARAT

D/311-42 10/2002

NAVSARI TOWN POLICE STATION I-CR No. 93/2002

TRANSFER WARRANT

To,
Session Judge Sahib
Mumbai Sessions Court No. 24
Shri Deshmukh Sahib

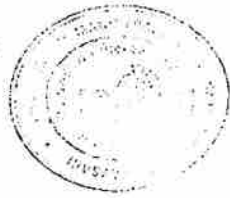
Where as CBI Mumbai Case No. 41/02 Mumbai Police Station has made an application whereby they require Accused Jagan Churam Agrawal, Director of Home Trade Ltd. Resident of Juhu, Shalimar CHS 7th Floor, Colaba, Cross Road, No. 10, Juhu, Mumbai-400 049 in C.R. No. 41-2002 I.P.C. 420, 421, 422, 423, 467, 468, 120B, 34 for the purpose of investigation in above offence.

Where as it appears that the above named accused is/are presently lying in your custody.

You are, therefore, requested to hand over above named accused to Shri Police Sub Inspector R.S. Patel, Navsari Town Police Station, C.R. No. 1 93/2002 I.P.C. 406, 409, 420, 421, 422, 423, 467, 468, 120B, 34 for the purpose of investigation in above offence.

The accused shall be sent back to your custody after investigation is over.

NAVSARI
DATE 22/10/2002



Chief Judicial Magistrate,
Navsari Court,
Navsari, Gujarat.



Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Subject: Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

Complainant: State of Gujarat

Versus

Accused:

06/09/02

30/08/02

. The involved accused are as follows:

1. Sanjay Hariram Agarwal

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross
Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum
Apartment, Sector 17, Vashi, Navi Mumbai

2. Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross
Road No. 9, J.V.P.D., Mumbai 400049

3. Mrs. Jagruti, w/o Ketan Seth

Resident: As per Serial No. 2

4. Nandkishor Shankarlal Trivedi, Director

Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

5. **Hiten Bhupendra Shah**

Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055

6. **Mrs. Shilpa Hiten Shah, Director**

Resident: As per Serial No. 5

7. **Miss Kanan Melawala, Manager, Home Trade Ltd.**

Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai

8. **Beena Sandhavi, Officer, Ketan Seth & Company**

Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056

9. **Ketan Mashkariya, Officer, Home Trade Ltd.**

10. **Subodh Bhandari, Executive Managing Director, Home Trade**

Ltd. Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705

11. **Hiren Gada, Senior Vice President, Home Trade Ltd.**

12. **Atul Shah, Senior Officer, Giltedge Management Services Ltd.**

13. **Kumari Vichita, Officer, Giltedge Management Services Ltd.**

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country.

Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Outward No. 1775/2002

Note No. 749/02

No. No .760/02

30/8

Not Served

Hon'ble Police Inspector, Navsari Town Police Station.

As per your order, in order to serve the notice to the accused, accused Nandkishor Shankarlal Trivedi could not be found present at his residence. He has run away somewhere for last one and a half months and has not returned home till date. In this regard, the statement of his father Shankarlal Vardishankar Trivedi has been taken and attached herewith. Therefore, the notice could not be served.

Sd/- Illegible
Armed Head Constable
Navsari Town Police Station

Not Served.

As per your order, when the address of accused Nandkishor Shankarlal Trivedi was visited and inquired, he was not found present at his residence. He has been missing since 25/04/2002 and he not come back home. When the office of Home Trade Ltd located at Vasi was visited and inquired, the office is in sealed condition and therefore, the notice could not be served. In this regard, the statement of his father Shankarlal Vardishankar Trivedi has been taken and is attached herewith.

Dispatched to:

The Police Inspector, Navsari Town Police Station.

Date: 05/09/2002

Sd/- Illegible
Unarmed Head Constable
Navsari Police Station

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Subject: Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

Complainant: State of Gujarat

Versus

Accused:

. The involved accused are as follows:

1. Sanjay Hariram Agarwal

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross
Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum
Apartment, Sector 17, Vashi, Navi Mumbai

2. Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross
Road No. 9, J.V.P.D., Mumbai 400049

3. Mrs. Jagruti, w/o Ketan Seth

Resident: As per Serial No. 2

4. Nandkishor Shankarlal Trivedi, Director

Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056

5. Hiten Bhupendra Shah

Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055

6. **Mrs. Shilpa Hiten Shah, Director**
Resident: As per Serial No. 5
7. **Miss Kanan Melawala, Manager, Home Trade Ltd.**
Resident: Jayant Mahal. 5th Floor, Opposite Wankhede Stadium.
Marine Drive, Mumbai
8. **Beena Sandhavi, Officer, Ketan Seth & Company**
Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056
9. **Ketan Mashkariya, Officer, Home Trade Ltd.**
10. **Subodh Bhandari, Executive Managing Director, Home Trade Ltd.** Resident: Flat No. 703/B, Govind Complex. Sector 14, Vashi.
Turbhe, Navi Mumbai 400705
11. **Hiren Gada, Senior Vice President, Home Trade Ltd.**
12. **Atul Shah, Senior Officer, Giltedge Management Services Ltd.**
13. **Kumari Vichita, Officer, Giltedge Management Services Ltd.**

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002.

In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Outward No. 1775/2002

Note No. 749/02 Outward No. 1794/02

Entry No. 760/02
30/08

Statement of Shankarlal Trivedi

My name is Shankarlal Vardilal Trivedi, occupation retired, resident of 3A, Pushpam Building, Khandubhai Desai Road, 3rd Floor, Room No. 3A, Vile Parle West, Mumbai 400056. Telephone No. 6252924.

I state in person that I reside at the above-mentioned address with my family and am currently living a retired life.

Today, you presented me with a notice from the Hon'ble Chief Judicial Magistrate, Navsari, regarding the accused Nandkishor Shankarlal Trivedi, which was read out to me. In this regard, I state that the said Nandkishor Shankarlal Trivedi, named in the notice, is my son. He is currently not present and left home on 25th April. Fearing the facts of this case, he has gone somewhere and has not returned home since. We have no information about where he is currently residing. He served as a Director at Home Trade, Vashi, for 4 years but is not currently employed. I have no information about whether my son Nandkishor has a passport. We have been living here for two years. Previously, we resided in a rented house at Gajadar Street, Chira Bazaar, Mumbai. We have since moved here, and the flat there is currently vacant and unoccupied.

The above fact I have stated.

Sd/- Illegible

Shankarlal Trivedi.

Before,

Sd/- Illegible

Unarmed Head Constable

**Police Inspector,
Navsari Town Police
Station.**

**Hon'ble Chief Judicial Magistrate Court,
Navsari.**

Subject: Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

Complainant: State of Gujarat

Versus

Accused:

The involved accused are as follows:

- 1 Sanjay Hariram Agarwal, Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum Apartment, Sector 17, Vashi, Navi Mumbai.
- 2 Ketan Seth, Director, Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross Road No. 9, J.V.P.D., Mumbai 400049.
- 3 Mrs. Jagruti, w/o Ketan Seth, Resident: As per Serial No. 2.
- 4 Nandkishor Shankarlal Trivedi, Director, Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar, Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor, Khandubhai Desai Road, Vile Parle West, Mumbai 400056.
- 5 Hiten Bhupendra Shah, Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola, Santacruz, Mumbai 400055.
- 6 Mrs. Shilpa Hiten Shah, Director, Resident: As per Serial No. 5.

- 7 Miss Kanan Melawala, Manager, Home Trade Ltd., Resident:
Javant Mahal, 5th Floor, Opposite Wankhede Stadium, Marine
Drive, Mumbai.
- 8 Beena Sandhavi, Officer, Ketan Seth & Company
Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056.
- 9 Ketan Mashkariya, Officer, Home Trade Ltd.
- 10 Subodh Bhandari, Executive Managing Director, Home Trade Ltd.
Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi, Turbhe,
Navi Mumbai 400705.
- 11 Hiren Gada, Senior Vice President, Home Trade Ltd.
- 12 Atul Shah, Senior Officer, Giltedge Management Services Ltd.
- 13 Kumari Vichita, Officer, Giltedge Management Services Ltd.

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Outward No. 1775/2002

Note No. 749/02 outward No. 1794/02

No. No .760/02

30/8

Not Served

Hon'ble Police Inspector, Navsari Town Police Station.

As per your order, in order to serve the notice to the accused, the house of the accused Kanana Mewavala was visited and it was found that she was not present. For last one and a half months, she has run away somewhere and has not come back. Nobody has any information of her whereabouts. In this regard, a statement of her servant Kishansing has been taken and it attached herewith. Therefore, the notice could not be served. This is for your kind information.

Dispatched with compliments to Police Inspector,
Navsari Town Police Station.

Date: 27/8

Sd/- Illegible
Armed Head Constable

Navsari Town Police Station

Not Served.

As per your order, when the address of accused Kumari Kanan Mewavala was visited and inquired, she is not present at her residence and she has gone missing since 20/06/2002 and no one knows of her whereabouts. Besides, when the office of Home Trade Ltd located at Vasi was visited, it is in sealed condition. Her mother has lodged an application with Azad Medan Police Station regarding her going missing and the said application is attached herewith. Therefore, the notice could not be served to the said accused. This is for your kind information.

Dispatched with compliments to Police Inspector,

Navsari Town Police Station.

05/09

Sd/- Illegible

Unarmed Head Constable

Navsari Police Station

In the Court of Hon'ble Chief Judicial Magistrate Court, Navsari.

Subject: Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

06/09/2002
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari.

Complainant: State of Gujarat

Versus

Accused:

. The involved accused are as follows:

1 Sanjay Hariram Agarwal

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross
Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum
Apartment, Sector 17, Vashi, Navi Mumbai

2 Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross
Road No. 9, J.V.P.D., Mumbai 400049

3 Mrs. Jagruti, w/o Ketan Seth

Resident: As per Serial No. 2

4 Nandkishor Shankarlal Trivedi, Director

Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056

1. Hiten Bhupendra Shah

Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055

2. Mrs. Shilpa Hiten Shah, Director

Resident: As per Serial No. 5

3. Miss Kanan Melawala, Manager, Home Trade Ltd.

Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai.

4. Beena Sandhavi, Officer, Ketan Seth & Company

Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056

5. Ketan Mashkariya, Officer, Home Trade Ltd.

6. Subodh Bhandari, Executive Managing Director, Home Trade Ltd. Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi, Turbhe, Navi Mumbai 400705

- **Hiren Gada, Senior Vice President, Home Trade Ltd.**
- **Atul Shah, Senior Officer, Giltedge Management Services Ltd.**
- **Kumari Vichita, Officer, Giltedge Management Services Ltd.**

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed

and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Outward No. 1775/02

Outward No. 1794/02

No. No. 749/02

No. no. 760/02

30/8

741

FROM: HANSA VASANT MEVAWALA
27-B Jayant Mahal, 17th Road,
Churchgate, Mumbai 400 020.

Date: 26.6.2002.

TO: 2 3 4

The Senior Inspector in charge,
Azad-Maidan Police Station,
Mumbai 400 001.

Dear Sir,

I am a citizen of India and domiciled in the
State of Maharashtra. I am residing at the above address
with my husband, my son, my daughter in law and with my
daughter called Kanan Vasant Mevawala. My daughter
Kanan Vasant Mevawala is a spinster.

2. My daughter was arrested by Inspector of Police
Economic Offence Wing CCB/CID Unit-I, Bombay and on
12.6.2002 my daughter Kanan Vasant Mevawala was ordered
to be released on bail in the sum of Rs. 25,000/- with
one solvent surety for the like amount, or cash in lieu
of surety. However she was directed to attend the office
of GS CB-CID Mumbai between 12.30 p.m. to 4.30 p.m.
for 15 days except Saturday and Sunday. Accordingly my
daughter after depositing the Cash amount of Rs. 25,000/-
in lieu of surety was released on bail and thereafter
from 13th June 2002 onwards she was giving her attendance
before the GS CB-CID Mumbai. During the time she was
giving attendance she was in a depressed state of
mind.

contd. 2.



1 2 1

3. On 20.6.2002 she left the house at about 2.30 P.M. in order to give her attendance to GB CB CID and thereafter she has not returned home. When Kanan left the house she informed me that after giving attendance she will directly go to Nagpur. Nagpur Police Station telephoned to our residence and intended to make enquiry about Kanan. It appears that Nagpur Police Station wanted to interrogate and/or investigate Kanan. However, she had informed the Officer that she would be reaching Nagpur within 2 days. After two days i.e. on 22.6.2002 I received a phone call from officer by name Mr. Bele of Nagpur Police Station who informed me that Kanan has not come to Nagpur Police Station. I told him that she had gone to Nagpur at that time I was surprised and shocked to know that she has not reached at Nagpur. Thereafter I made inquiries with CID Office and was informed that Kanan did not attend on 20.6.2002. As such I did not lodge a complaint for two days.

4. Every day after the attendance she used to return home and used to shout me loudly. She was in a depressed state of mind. I as a mother tried to pacify her. However once or twice she did told me in a loud tone that she was going to commit suicide. She did not desire to live in this world. She is totally fed up with all this calling by Police. I being a mother tried to pacify her and console her. I was afraid that she may commit suicide.



- 3 -

5. On 20.6.2002 she left our house and I received a phone call from Mr. Bale on 22.6.2002. After 22.6.2002 till today we have been trying to search her whereabouts at our relatives and friends house. We have verified at the hospitals and railway stations and every where else in order to search Kanan but efforts were futile. However, she is not found at the above places. I am now sure that she has left the house and she might have committed some untoward act. I therefore put it on record and request you to help me out to find out my only daughter Kanan who is missing from 20.6.2002.

Yours truly,

H. V. Mevawala
(HANSA VASANT MEVAWALA).

Copy to:

Mr. Rajan Kadtara,
Police Inspector BOW
Mumbai.

29/6/22
ग्राहक मैदान अफ्रीका हाउस
पुणे, 12.4.2022



In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Subject: Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

06/09/2002

Sd/- Illegible

Registrar

Chief Judicial Magistrate Court,
Navsari.

Complainant: State of Gujarat

Versus

Accused:

. The involved accused are as follows:

1. Sanjay Hariram Agarwal

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross
Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum
Apartment, Sector 17, Vashi, Navi Mumbai

2. Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross
Road No. 9, J.V.P.D., Mumbai 400049

3. Mrs. Jagruti, w/o Ketan Seth

Resident: As per Serial No. 2

4. **Nandkishor Shankarlal Trivedi, Director**
Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002. and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056
5. **Hiten Bhupendra Shah**
Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055
6. **Mrs. Shilpa Hiten Shah, Director**
Resident: As per Serial No. 5
7. **Miss Kanan Melawala, Manager, Home Trade Ltd.**
Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai.
8. **Beena Sandhavi, Officer, Ketan Seth & Company**
Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056
9. **Ketan Mashkariya, Officer, Home Trade Ltd.**
10. **Subodh Bhandari, Executive Managing Director, Home Trade Ltd.** Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705
11. **Hiren Gada, Senior Vice President, Home Trade Ltd.**
12. **Atul Shah, Senior Officer, Giltedge Management Services Ltd.**
13. **Kumari Vichita, Officer, Giltedge Management Services Ltd.**

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002

under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Outward No. 1775/02

Outward No. 1794/02

No. No. 749/02

No. no. 760/02

30/8

Not Served:

As per your order, in order to serve the notice, the address of the accused was visited but she could not be found present. At present, she has not come to duty. No specific information of her present

residence is available. Therefore, the notice could not be served.
This is for your kind information.

Dispatched with compliments to Police Inspector,
Navsari Town Police Station.

27/8

Sd/- Illegible

Unarmed Head Constable

Navsari Town Police Station

Not Served:

As per your order, when the office of Giltedge of the accused Ku. Bina Sanghavi located at Vile Parley, Mumbai was visited and inquired, and she is not present. Nobody has any information of her present address. Therefore, the notice could not be served. In this regard, the statement of Amitbhai Kantibhai Sheth has been taken and kept herewith for your reference. Forwarded to the Police Inspector,
Navsari Town Police Station with compliments.

Sd/- Illegible

Unarmed Head Constable

Navsari Town Police Station

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Subject: Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

06/09/2002

30/08/02

Sd/- Illegible

Registrar

Chief Judicial Magistrate Court,
Navsari.

Complainant: State of Gujarat

Versus

Accused:

. The involved accused are as follows:

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Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross
Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum
Apartment, Sector 17, Vashi, Navi Mumbai

2 Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross
Road No. 9, J.V.P.D., Mumbai 400049

3. Mrs. Jagruti, w/o Ketan Seth

Resident: As per Serial No. 2

4. **Nandkishor Shankarlal Trivedi, Director**
Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056
5. **Hiten Bhupendra Shah**
Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055
6. **Mrs. Shilpa Hiten Shah, Director**
Resident: As per Serial No. 5
7. **Miss Kanan Melawala, Manager, Home Trade Ltd.**
Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai.
8. **Beena Sanghavi, Officer, Ketan Seth & Company**
Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
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9. **Ketan Mashkariya, Officer, Home Trade Ltd.**
10. **Subodh Bhandari, Executive Managing Director, Home Trade Ltd.** Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
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11. **Hiren Gada, Senior Vice President, Home Trade Ltd.**
12. **Atul Shah, Senior Officer, Giltedge Management Services Ltd.**
13. **Kumari Vichita, Officer, Giltedge Management Services Ltd.**

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002

under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Round seal of the Navsari Court.

Outward No. 1775/02

Outward No. 1794/02

No. no 760/02

30/8

Statement of Amitbhai Kantibhai Sheth

My name is Amitbhai Kantibhai Sheth, occupation: share broker, Res. 12/224, Juhu Shital JVPD Scheme, Mumbai-49.

On being asked, I state that I reside at the above mentioned address and I am engaged as the share broker.

Today, you have read over the notice issued by Chief Judicial Magistrate First Class, Navsari regarding the deposition of the passport of accused Bina Sanghavi, Officer, Ketan Sheth & Co., and in this regard, I state that,

Our office, Giltedge Finance Broker, is located in Vile Parle. Currently, six to seven employees work in this office. Beena Sanghavi, mentioned in the notice, was previously employed as a staff member at this Giltedge office. However, for the last three months, she has not been reporting to work at this office. We do not have her telephone number or address. I have no information about where she is currently residing.

The above fact I have stated.

Sd/- Illegible

3/9/02

Before,

Sd/- Illegible

Unarmed Head Constable

Navsari Town PS

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Subject: Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

06/09/2002

30/08/02

Sd/- Illegible

Registrar

Chief Judicial Magistrate Court,
Navsari.

Complainant: State of Gujarat

Versus

Accused: .

. The involved accused are as follows:

1... Sanjay Hariram Agarwal

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar
Cross Road No. 10, Juhu, Mumbai 400049, and 9th Floor,
Kusum Apartment, Sector 17, Vashi, Navi Mumbai

2... Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar
Cross Road No. 9, J.V.P.D., Mumbai 400049

- 3.. **Mrs. Jagruti, w/o Ketan Seth**
Resident: As per Serial No. 2
- 4.. **Nandkishor Shankarlal Trivedi, Director**
Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002, and Pushpam Apartment, 3/A. 3rd Floor.
Khandubhai Desai Road, Vile Parle West, Mumbai 400056
- 5.. **Hiten Bhupendra Shah**
Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola.
Santacruz, Mumbai 400055
- 6.. **Mrs. Shilpa Hiten Shah, Director**
Resident: As per Serial No. 5
- 7.. **Miss Kanan Melawala, Manager, Home Trade Ltd.**
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- 10.. **Subodh Bhandari, Executive Managing Director, Home Trade Ltd.** Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705
- 11.. **Hiren Gada, Senior Vice President, Home Trade Ltd.**

12.. Atul Shah, Senior Officer, Giltedge Management Services Ltd.

13.. Kumari Vichita, Officer, Giltedge Management Services Ltd.

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

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By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Round seal of the Navsari Court.

Outward No. 1775/02

Outward No. 1794/02

No. no. 749/02

No. no 760/02

30/8

Not served:

Dispatched with compliments to:-

Police Inspector, Navsari Town Police Station.

As per your order, when the search of the accused was carried out, he has not been found present, and at present, no employee of the office has come to duty and as he has been absconding at present, and when the peon of the office was asked regarding the accused's residence, there is no specific information or the address of the accused. Therefore, the notice could not be served. This is for your kind information.

Dispatched with compliments to the Police Inspector,
Navsari Town Police Station.

Date: 27/08

Sd/- Illegible

Unarmed Head Constable

Navsari Police Station

Not Served:

As per your order, the accused mentioned in the notice namely Atul Shah whose office of Giltedge Management Services Ltd, located at Vile Parley was visited and searched but nobody in the office knows the address or

information of the accused. In this regard, the statement of Amitbhai Kantibhai Sheth has been taken and is attached herewith. Therefore, the notice could not be served.

Dispatched with compliments to the Police Inspector,
Navsari Town Police Station, Navsari.

Sd/- Illegible
Unarmed Head Constable
Navsari Police Station

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Subject: Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34,

06/09/2002

30/08/02

Sd/- Illegible

Registrar

Chief Judicial Magistrate Court,
Navsari.

Complainant: State of Gujarat

Versus

Accused:

. The involved accused are as follows:

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Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar
Cross Road No. 10, Juhu, Mumbai 400049, and 9th Floor,
Kusum Apartment, Sector 17, Vashi, Navi Mumbai

2... Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar
Cross Road No. 9, J.V.P.D., Mumbai 400049

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

3.. Mrs. Jagruti, w/o Ketan Seth

Resident: As per Serial No. 2

4.. Nandkishor Shankarlal Trivedi, Director

Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056

5.. Hiten Bhupendra Shah

Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055

6.. Mrs. Shilpa Hiten Shah, Director

Resident: As per Serial No. 5

7.. Miss Kanan Melawala, Manager, Home Trade Ltd.

Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai.

8.. Beena Sandhavi, Officer, Ketan Seth & Company

Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056

9.. Ketan Mashkariya, Officer, Home Trade Ltd.**10.. Subodh Bhandari, Executive Managing Director, Home Trade**

Ltd. Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705

11.. Hiren Gada, Senior Vice President, Home Trade Ltd.

12.. . Atul Shah, Senior Officer, Giltedge Management Services Ltd.

13.. Kumari Vichita, Officer, Giltedge Management Services Ltd.

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Round seal of the Navsari Court.

Outward No. 1775/02

Outward No. 1794/02

767

No. no. 749/02

No. no 760/02

30/8

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

My name is Amitbhai Kantibhai Seth, occupation share brokerage, resident of 12/224, Juhu J.V.P.D. Scheme, Mumbai - 49. Telephone No. 61947.

I state in person that I reside at the above-mentioned address and work as a share broker.

Today, you presented me with a notice from the Chief Judicial Magistrate, Navsari, regarding the seizure of the passport and visa of the accused, Atul Shah, Senior Officer, Giltedge Management Services Ltd., which was read out to me. In this regard, I state that our office, Giltedge Finance Broker, is located in Vile Parle, Mumbai. Currently, six to seven employees work in this office. The person named Atul Shah, mentioned in the notice as a Senior Officer of Giltedge Management Services Limited, does not hold any position in this office, and I do not know him.

This is my statement of facts.

Sd/- Illegible

03/09/2002

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

06/09/2002

30/08/02

Sd/- Illegible

Registrar

Chief Judicial Magistrate Court,
Navsari.

Complainant: State of Gujarat

Versus

Accused:

. The involved accused are as follows:

1... Sanjay Hariram Agarwal

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar
Cross Road No. 10, Juhu, Mumbai 400049, and 9th Floor,
Kusum Apartment, Sector 17, Vashi, Navi Mumbai

2... Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar
Cross Road No. 9, J.V.P.D., Mumbai 400049

3.. Mrs. Jagruti, w/o Ketan Seth

Resident: As per Serial No. 2

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

- 4.. **Nandkishor Shankarlal Trivedi, Director**
Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056
- 5.. **Hiten Bhupendra Shah**
Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055
- 6.. **Mrs. Shilpa Hiten Shah, Director**
Resident: As per Serial No. 5
- 7.. **Miss Kanan Melawala, Manager, Home Trade Ltd.**
Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai.
- 8.. **Beena Sandhavi, Officer, Ketan Seth & Company**
Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056
- 9.. **Ketan Mashkariya, Officer, Home Trade Ltd.**
- 10.. **Subodh Bhandari, Executive Managing Director, Home Trade Ltd.** Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705
- 11.. **Hiren Gada, Senior Vice President, Home Trade Ltd.**
- 12... **Atul Shah, Senior Officer, Giltedge Management Services Ltd.**
- 13.. Kumari Vichita, Officer, Giltedge Management Services Ltd.**

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Round seal of the Navsari Court.

Outward No. 1775/2002

Outward No. 1794/02

No. no. 749/02

30/8

Not Served.

Hon'ble Police Inspector, Navsari Police Station.

As per your order, when the address mentioned in the notice was visited and searched, the accused could not be found present. She does not come to the office, and as she is absconding, the peon was questioned of the whereabouts of the accused but the peon does not have any information of the accused or her address. Therefore, the notice could not be served.

This is for your kind information.

Dispatched with compliments to Police Inspector,

Navsari Town Police station.

Sd/- Illegible

Unarmed Head Constable

Navsari Town Police Station

Not Served:-

As per your order, when the office of Giltedge of accused Ku. Vichita, Officer, Giltedge Management located at Vile Parley, Mumbai was visited, the accused is not present at the office and no person of this name is working in this office and nobody knows of her whereabouts or where she lives. Therefore, the notice could not be served. The statement of Amitbhai Kantibhai Sheth is attached herewith.

Dispatched with compliments to Police Inspector,

Navsari Town Police Station.

Date: 5/9

Sd/- Illegible

Unarmed Head Constable

Navsari Town Police Station

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

06/09/2002

30/08/02

Sd/- Illegible

Registrar

Chief Judicial Magistrate Court,
Navsari.

Complainant: State of Gujarat

Versus

Accused:

. The involved accused are as follows:

1. **Sanjay Hariram Agarwal**

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross
Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum
Apartment, Sector 17, Vashi, Navi Mumbai

2. **Ketan Seth, Director**

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross
Road No. 9, J.V.P.D., Mumbai 400049

3. **Mrs. Jagruti, w/o Ketan Seth**

Resident: As per Serial No. 2

4. **Nandkishor Shankarlal Trivedi, Director**

Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,

Mumbai 400002. and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056

5. **Hiten Bhupendra Shah**

Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055

6. **Mrs. Shilpa Hiten Shah, Director**

Resident: As per Serial No. 5

7. **Miss Kanan Melawala, Manager, Home Trade Ltd.**

Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai.

8. **Beena Sandhavi, Officer, Ketan Seth & Company**

Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056

9. **Ketan Mashkariya, Officer, Home Trade Ltd.**

10. **Subodh Bhandari, Executive Managing Director, Home Trade
Ltd.** Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705

11. **Hiren Gada, Senior Vice President, Home Trade Ltd.**

12. **Atul Shah, Senior Officer, Giltedge Management Services Ltd.**

13. **Kumari Vichita, Officer, Giltedge Management Services Ltd.**

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give

your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Round seal of the Navsari Court.

Outward No. 1775/2002

Outward No. 1794/02

No. no. 749/02

760/02

30/8

My name is Amitbhai Kantibhai Seth, aged 37, occupation share brokerage, resident of 12/224, Juhu J.V.P.D. Scheme, Mumbai - 49, Telephone No. 61947.

I state in person that I reside at the above-mentioned address and work as a share broker.

Today, you presented me with a notice from the Chief Judicial Magistrate, Navsari, regarding the seizure of the passport and visa of the accused, Miss Vichita, Officer, Giltedge Management Services Ltd., Mumbai, which was read out to me. In this regard, I state that our office, Giltedge Finance Broker, is located in Vile Parle. Currently, six to seven employees work in this office. No person named Vichita, mentioned in the notice as an officer, works in this office, and I do not know her. The address mentioned in the notice is incorrect. We have no information about where she is currently residing.

This is my statement of facts.

Sd/- Illegible

03/09/2002

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

[06/09/2002

30/08/02

Sd/- Illegible

Registrar

Chief Judicial Magistrate Court,
Navsari.]

Complainant: State of Gujarat

Versus

Accused:

The involved accused are as follows:

1... Sanjay Hariram Agarwal

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar
Cross Road No. 10, Juhu, Mumbai 400049, and 9th Floor,
Kusum Apartment, Sector 17, Vashi, Navi Mumbai

2... Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar
Cross Road No. 9, J.V.P.D., Mumbai 400049

- 3.. **Mrs. Jagruti, w/o Ketan Seth**
Resident: As per Serial No. 2
- 4.. **Nandkishor Shankarlal Trivedi, Director**
Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056
- 5.. **Hiten Bhupendra Shah**
Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055
- 6.. **Mrs. Shilpa Hiten Shah, Director**
Resident: As per Serial No. 5
- 7.. **Miss Kanan Melawala, Manager, Home Trade Ltd.**
Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai.
- 8.. **Beena Sandhavi, Officer, Ketan Seth & Company**
Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056
- 9.. **Ketan Mashkariya, Officer, Home Trade Ltd.**
- 10.. **Subodh Bhandari, Executive Managing Director, Home Trade Ltd.** Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705
- 11.. **Hiren Gada, Senior Vice President, Home Trade Ltd.**

12.. . Atul Shah, Senior Officer, Giltedge Management Services Ltd.

13.. Kumari Vichita, Officer, Giltedge Management Services Ltd.

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Round seal of the Navsari Court.

Outward No. 1775/2002

Outward No. 1794/02

No. no. 749/02

No. no 760/02

30/8

Not Served.

Hon'ble Police Inspector, Navsari Police Station,

As per your order, when the house of the accused was visited to serve the notice, it has been found that he has been in the custody of Valsad Police and therefore, the notice could not be served. This is for your kind information.

Date: 27/8

Sd/- Illegible

Unarmed Head Constable

Navsari Town Police Station

Served:

As per your order, the notice has been served to the accused Ketan Sheth mentioned in the notice and the signature of the accused has been obtained and it has been returned in time. This is for your kind information.

Sd/- illegible

Unarmed Head Constable

Navsari Town Police Station

Sd/- Illegible

31/08/2002.

Date: 31/08/2002

My name is Ketan Kantilal Sheth, aged 40, Occupation: Share Broker, Res. 193, Lalit Kutir, JVED Road, Gulmahor crossroad, Juhu-9, Mumbai.

On being asked, state in person that I am currently under police remand in connection with Valsad City Police Station FIR No. 119/02 under IPC Section 406, etc. Today, you visited me to serve a notice from the Hon'ble Chief Judicial Magistrate, First Class, Navsari, which was duly served to me today. The notice pertains to a case registered against me at Navsari Town Police Station I-CR No. 93/02 under IPC Sections 420, 406, etc., regarding why I have not submitted my passport and visa. In this regard, I state that I surrendered to the police on 14th May 2002, and initially, I was arrested by the CBI, Mumbai. My passport and visa have been submitted to them at the following address:

CBI, White House,
Third Floor, Walkeshwar Road,
Walkeshwar.

This is my statement of facts, and it is true and correct.

Sd/- Illegible

31/08/2002

(Valsad Police Station Custody)

Before.

Sd/- Illegible

Armed Head Constable

Navsari Town Police Station,

Camp: Valsad.

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

[06/09/2002

30/08/02

Sd/- Illegible

Registrar

Chief Judicial Magistrate Court,
Navsari.]

Complainant: State of Gujarat

Versus

Accused:

The involved accused are as follows:

1... Sanjay Hariram Agarwal

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar
Cross Road No. 10, Juhu, Mumbai 400049, and 9th Floor,
Kusum Apartment, Sector 17, Vashi, Navi Mumbai

2... Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar
Cross Road No. 9, J.V.P.D., Mumbai 400049

3.. Mrs. Jagruti, w/o Ketan Seth

Resident: As per Serial No. 2

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

- 4.. **Nandkishor Shankarlal Trivedi, Director**
Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056
- 5.. **Hiten Bhupendra Shah**
Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055
- 6.. **Mrs. Shilpa Hiten Shah, Director**
Resident: As per Serial No. 5
- 7.. **Miss Kanan Melawala, Manager, Home Trade Ltd.**
Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai.
- 8.. **Beena Sandhavi, Officer, Ketan Seth & Company**
Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056
- 9.. **Ketan Mashkariya, Officer, Home Trade Ltd.**
- 10.. **Subodh Bhandari, Executive Managing Director, Home Trade Ltd.** Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705
- 11.. **Hiren Gada, Senior Vice President, Home Trade Ltd.**
- 12.. **Atul Shah, Senior Officer, Giltedge Management Services Ltd.**
- 13.. **Kumari Vichita, Officer, Giltedge Management Services Ltd.**

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Round seal of the Navsari Court.

Outward No. 1775/2002

Outward No. 1794/02

No. no. 749/02

No. no 760/02

30/8

Not Served.

Hon'ble Police Inspector, Navsari Police Station.

As per your order, when the office of the accused Home Trade Ltd located at Vasi, Mumbai was visited but the accused could not be found present. At present, as Home Trade Ltd is in sealed condition, and security persons who are present here at the office state that the accused has been absconding for long time and they do not know of the whereabouts of the accused. Therefore, the notice could not be served.

This is for your kind information.

Date: 27/8

Sd/- Illegible

Unarmed Head Constable

Navsari Town Police Station

Not Served:

As per your order, the office of Home Trade Ltd located at Vasi, Mumbai of accused Hiren Gada, Vice President was visited but the said office is in closed condition and there is seal on the office. There is no information of the whereabouts of the accused. Therefore, the notice could not be served. The statement of Karnanath Lokendranath Narayan has been taken and it has been attached herewith. This is for your kind information.

Dispatched with compliments to Police Inspector,

Navsari Town Police Station.

Date: 05/09/2002

Sd/- illegible

Unarmed Head Constable

Navsari Town Police Station,

Camp: Valsad.

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

[06/09/2002
30/08/02
Sd/- Illegible
Registrar
Chief Judicial Magistrate Court,
Navsari.]

Complainant: State of Gujarat

Versus

Accused:

. The involved accused are as follows:

1... Sanjay Hariram Agarwal

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar
Cross Road No. 10, Juhu, Mumbai 400049, and 9th Floor,
Kusum Apartment, Sector 17, Vashi, Navi Mumbai

2... Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar
Cross Road No. 9, J.V.P.D., Mumbai 400049

3.. Mrs. Jagruti, w/o Ketan Seth

Resident: As per Serial No. 2

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

- 4.. **Nandkishor Shankarlal Trivedi, Director**
Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002. and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056
- 5.. **Hiten Bhupendra Shah**
Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055
- 6.. **Mrs. Shilpa Hiten Shah, Director**
Resident: As per Serial No. 5
- 7.. **Miss Kanan Melawala, Manager, Home Trade Ltd.**
Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai.
- 8.. **Beena Sandhavi, Officer, Ketan Seth & Company**
Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056
- 9.. **Ketan Mashkariya, Officer, Home Trade Ltd.**
- 10.. **Subodh Bhandari, Executive Managing Director, Home Trade Ltd.** Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705
- 11.. Hiren Gada, Senior Vice President, Home Trade Ltd.**
- 12.. **Atul Shah, Senior Officer, Giltedge Management Services Ltd.**
- 13.. **Kumari Vichita, Officer, Giltedge Management Services Ltd.**

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
SD/- Illegible
Registrar,
Chief Judicial Magistrate Court, Navsari

Round seal of the Navsari Court.

Outward No. 1775/2002 Outward No. 1794/02

No. no. 749/02 No. no 760/02

30/8

Date: 04/09/2002

My name is Karnajeet Lokendranath Narayan, aged 25. occupation security, resident at Vashi, Home Trade Limited.

I state in person that I reside at the above-mentioned address and have been working as a security guard at Home Trade Limited, located in Vashi, Mumbai, for the last one year.

Today, you, sir, visited Home Trade Limited, Vashi, to serve a notice from the Chief Judicial Magistrate, First Class, Navsari, regarding the accused: (1) Hiren Gada, Senior Vice President, Home Trade Ltd., (2) Ketan Kashkariya, Officer, Home Trade Ltd., and (3) Subodh Bhandari, Executive Managing Director, Home Trade Ltd., resident of Flat No. 704, Govind Complex, Sector 14, Vashi, Navi Mumbai. In this regard, I state that:

Home Trade Limited, located in Vashi, has been closed since 3rd May 2002, and currently, the office remains shut. No officers or employees have been visiting the office since it closed.

Regarding Ketan Mashkariya, Officer, Home Trade Ltd., mentioned in the notice, he has been absconding since the incident occurred, and I do not know where he is currently residing or his full address.

Similarly, Subodh Bhandari, Executive Managing Director, Home Trade Ltd., resident of Flat No. 704, Govind Complex, Sector 14, Vashi, Navi Mumbai, as mentioned in the notice, is also absconding. His flat at

the mentioned address is currently locked, and he has gone somewhere. I do not know where he is currently. I have no further information.

This is my statement of facts, and it is true and correct.

Sd/- Illegible

04/09/2002

Before,

Sd/- Illegible

Unarmed Head Constable

Navsari Town Police Station

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

[06/09/2002

30/08/02

Sd/- Illegible

Registrar

Chief Judicial Magistrate Court,
Navsari.]

Complainant: State of Gujarat

Versus

Accused:

. The involved accused are as follows:

1... Sanjay Hariram Agarwal

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar
Cross Road No. 10, Juhu, Mumbai 400049, and 9th Floor,
Kusum Apartment, Sector 17, Vashi, Navi Mumbai

2... Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar
Cross Road No. 9, J.V.P.D., Mumbai 400049

3.. Mrs. Jagruti, w/o Ketan Seth

Resident: As per Serial No. 2

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

- 4.. **Nandkishor Shankarlal Trivedi, Director**
Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056
- 5.. **Hiten Bhupendra Shah**
Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055
- 6.. **Mrs. Shilpa Hiten Shah, Director**
Resident: As per Serial No. 5
- 7.. **Miss Kanan Melawala, Manager, Home Trade Ltd.**
Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai.
- 8.. **Beena Sandhavi, Officer, Ketan Seth & Company**
Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056
- 9.. **Ketan Mashkariya, Officer, Home Trade Ltd.**
- 10.. **Subodh Bhandari, Executive Managing Director, Home Trade Ltd.** Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705
- 11.. **Hiren Gada, Senior Vice President, Home Trade Ltd.**
- 12... **Atul Shah, Senior Officer, Giltedge Management Services Ltd.**
- 13.. **Kumari Vichita, Officer, Giltedge Management Services Ltd.**

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B. and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,

Sd/- Illegible

Registrar,

Chief Judicial Magistrate Court, Navsari

Round seal of the Navsari Court.

Outward No. 1775/2002, Outward No. 1794/02

No. no. 749/02

Not Served

Hon'ble Police Inspector, Navsari Town Police Station.

As per your order, the office of Home Trade Ltd located at Vasi, Mumbai of the accused was visited and as the said office has been sealed, the office is in closed condition and when the security persons present at

the office were asked about the accused but they state that since the accused has been absconding, they do not have any information of the whereabouts of the accused and therefore, the notice could not be served.

Dispatched with compliments to the police inspector,
Navsari Town Police Station.

Date: 27/08

Not served:

As per your order, the accused mentioned in the notice Ketan Mashkariya whose office of Home Trade located at Vasi, Mumbai was visited and it has been found that the office is in closed condition and it has been sealed. When the security persons present there were asked, it has been found that the accused Ketan Mashkariya has been absconding for long. There is no information of his whereabouts and so, the notice could not be served to him.

Dispatched with compliments to Police Inspector,
Navsari Town Police Station.

Sd/- Illegible

Unarmed Head Constable

Navsari Town Police Station

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

[06/09/2002

30/08/02

Sd/- Illegible

Registrar

Chief Judicial Magistrate Court,
Navsari.]

Complainant: State of Gujarat

Versus

Accused:

. The involved accused are as follows:

1 Sanjay Hariram Agarwal

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross
Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum
Apartment, Sector 17, Vashi, Navi Mumbai

2 Mr. Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross
Road No. 9, J.V.P.D., Mumbai 400049

3 Mrs. Jagruti, w/o Ketan Seth

Resident: As per Serial No. 2

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

4 Nandkishor Shankarlal Trivedi, Director

Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056

5 Hiten Bhupendra Shah

Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055

6 Mrs. Shilpa Hiten Shah, Director

Resident: As per Serial No. 5

7 Miss Kanan Melawala, Manager, Home Trade Ltd.

Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai.

8 Beena Sandhavi, Officer, Ketan Seth & Company

Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056

9 Ketan Mashkariya, Officer, Home Trade Ltd.**10 Subodh Bhandari, Executive Managing Director, Home Trade**

Ltd. Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705

11 Hiren Gada, Senior Vice President, Home Trade Ltd.**12 Atul Shah, Senior Officer, Giltedge Management Services Ltd.****13 Kumari Vichita, Officer, Giltedge Management Services Ltd.**

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating

that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Round seal of the Navsari Court.

Outward No. 1775/2002

Outward No. 1794/02

No. no. 749/02

No. no 760/02

30/8

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

[06/09/2002

30/08/02

Sd/- Illegible

Registrar

Chief Judicial Magistrate Court,
Navsari.]

Complainant: State of Gujarat

Versus

Accused:

. The involved accused are as follows:

1 Sanjay Hariram Agarwal

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross
Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum
Apartment, Sector 17, Vashi, Navi Mumbai

2 Mr. Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross
Road No. 9, J.V.P.D., Mumbai 400049

3 Mrs. Jagruti, w/o Ketan Seth

Resident: As per Serial No. 2

4 Nandkishor Shankarlal Trivedi, Director

Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056

5 Hiten Bhupendra Shah

Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055

6 Mrs. Shilpa Hiten Shah, Director

Resident: As per Serial No. 5

7 Miss Kanan Melawala, Manager, Home Trade Ltd.

Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai.

8 Beena Sandhavi, Officer, Ketan Seth & Company

Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056

9 Ketan Mashkariya, Officer, Home Trade Ltd.

10 Subodh Bhandari, Executive Managing Director, Home Trade Ltd. Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705

11 Hiren Gada, Senior Vice President, Home Trade Ltd.**12 Atul Shah, Senior Officer, Giltedge Management Services Ltd.****13 Kumari Vichita, Officer, Giltedge Management Services Ltd.**

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating

that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Round seal of the Navsari Court.

Outward No. 1775/2002

Outward No. 1794/02

No. no. 749/02

No. no. 760/02

30/8

Not served.

To Hon'ble Police inspector, Navsari Town,

As per your order, in order to serve the notice to the accused, his residence was visited but his flat is in closed condition and he could not be found present at his house. He has shifted elsewhere for residence purpose. Besides, when the address at Vasi was visited, it is closed and there is no

specific information of his whereabouts or of his residential address. In this regard, the statement of Dilip has been taken and attached herewith. Therefore, the notice could not be served. This is for your kind information,

Dispatched with compliments to The Police Inspector,
Navsari Town Police Station.

Date: 27/08

Not served.

To,

Hon'ble Police Inspector, Navsari Town Police Station.

As per your order, the search of accused Sanjay Hariram Agrawal revealed that his flat is closed and it has been sealed. Besides, when the office of Home Trade Ltd located at Vasi, Mumbai was visited, the office is sealed. It has been found that the accused Sanjay Agrawal is in the custody of Nagpur (Maharashtra) Police and therefore the notice could not be served.

Dispatched with compliments to the Police Inspector,
Navsari Town Police Station.

Date: 05/09

Sd/- Illegible

Unarmed Head Constable

Navsari Town Police Station

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

[06/09/2002
30/08/02
Sd/- Illegible
Registrar
Chief Judicial Magistrate Court,
Navsari.]

Complainant: State of Gujarat

Versus

Accused:

. The involved accused are as follows:

1 Sanjay Hariram Agarwal

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross
Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum
Apartment, Sector 17, Vashi, Navi Mumbai

2 Mr. Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross
Road No. 9, J.V.P.D., Mumbai 400049

3 Mrs. Jagruti, w/o Ketan Seth

Resident: As per Serial No. 2

4 Nandkishor Shankarlal Trivedi, Director

Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,

Mumbai 400002. and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056

5 Hiten Bhupendra Shah

Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055

6 Mrs. Shilpa Hiten Shah, Director

Resident: As per Serial No. 5

7 Miss Kanan Melawala, Manager, Home Trade Ltd.

Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai.

8 Beena Sandhavi, Officer, Ketan Seth & Company

Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056

9 Ketan Mashkariya, Officer, Home Trade Ltd.

**10 Subodh Bhandari, Executive Managing Director, Home Trade
Ltd.** Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705

11 Hiren Gada, Senior Vice President, Home Trade Ltd.

12 Atul Shah, Senior Officer, Giltedge Management Services Ltd.

13 Kumari Vichita, Officer, Giltedge Management Services Ltd.

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present

in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Round seal of the Navsari Court.

Outward No. 1775/2002

Outward No. 1794/02

No. no. 749/02

No. no. 760/02

30/8

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

[06/09/2002

30/08/02

Sd/- Illegible

Registrar

Chief Judicial Magistrate Court,
Navsari.]

Complainant: State of Gujarat

Versus

Accused:

. The involved accused are as follows:

1 Sanjay Hariram Agarwal

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross
Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum
Apartment, Sector 17, Vashi, Navi Mumbai

2 Mr. Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross
Road No. 9, J.V.P.D., Mumbai 400049

3 Mrs. Jagruti, w/o Ketan Seth

Resident: As per Serial No. 2

4 Nandkishor Shankarlai Trivedi, Director

Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056

5 Hiten Bhupendra Shah

Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055

6 Mrs. Shilpa Hiten Shah, Director

Resident: As per Serial No. 5

7 Miss Kanan Melawala, Manager, Home Trade Ltd.

Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai.

8 Beena Sandhavi, Officer, Ketan Seth & Company

Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056

9 Ketan Mashkariya, Officer, Home Trade Ltd.

**10 Subodh Bhandari, Executive Managing Director, Home Trade
Ltd. Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705**

11 Hiren Gada, Senior Vice President, Home Trade Ltd.**12 Atul Shah, Senior Officer, Giltedge Management Services Ltd.****13 Kumari Vichita, Officer, Giltedge Management Services Ltd.**

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating

that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Round seal of the Navsari Court.

Outward No. 1775/2002

Outward No. 1794/02

No. no. 749/02

No. no. 760/02

30/8

Not served.

As per your order, the office of Home Trade Ltd of the accused and the address of the residence of the accused mentioned in the notice were visited and searched but the accused could not be found present. The office is in sealed condition and it was found from the security staff that the accused has been absconding and therefore, there is no information of his

whereabouts. Therefore, the notice could not be served on the accused.
This is for your kind information.

Dispatched with compliments to Police Inspector,
Navsari Town Police Station, Navsari.

Date: 27/8

Sd/- Illegible
Unarmed Head Constable
Navsari Town Police Station

Not served:

As per your order, the investigation was conducted at the office of Home Trade Ltd, Vasi, New Mumbai of the accused Subodh Bhandari mentioned in the notice. The said office is sealed and the flat address mentioned in the notice was also searched but it is closed. It has been sealed and there is no information of his whereabouts at present. Therefore, the notice could not be served. In this regard, the statement of Vishnu Narayan Shukla has been taken and attached herewith.

Dispatched with compliments to the Police Inspector,
Navsari Town Police Station.

Date: 05/09/2002

Sd/- Illegible
Unarmed Head Constable
Navsari Town Police Station

In the Court of Hon'ble Chief Judicial Magistrate, Navsari.

Navsari Town Police Station I-CR No. 93/2002 IPC
Section-406, 409, 420, 421, 422, 423, 120B, 34.

[06/09/2002

30/08/02

Sd/- Illegible

Registrar

Chief Judicial Magistrate Court,
Navsari.]

Complainant: State of Gujarat

Versus

Accused:

. The involved accused are as follows:

1 Sanjay Hariram Agarwal

Resident: Juhu Shalimar C.H.S. Ltd., 7th Floor, Gulmohar Cross
Road No. 10, Juhu, Mumbai 400049, and 9th Floor, Kusum
Apartment, Sector 17, Vashi, Navi Mumbai

2 Mr. Ketan Seth, Director

Resident: 193, Lalit Kutir, C.H.S., 3rd Floor, Gulmohar Cross
Road No. 9, J.V.P.D., Mumbai 400049

3 Mrs. Jagruti, w/o Ketan Seth

Resident: As per Serial No. 2

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

4 Nandkishor Shankarlal Trivedi, Director

Resident: 2nd Floor, Room No. 32, Gajadar Street, Chira Bazaar,
Mumbai 400002, and Pushpam Apartment, 3/A, 3rd Floor,
Khandubhai Desai Road, Vile Parle West, Mumbai 400056

5 Hiten Bhupendra Shah

Resident: 102, Gandhi Niwas, Ashok Nagar Road, Vakola,
Santacruz, Mumbai 400055

6 Mrs. Shilpa Hiten Shah, Director

Resident: As per Serial No. 5

7 Miss Kanan Melawala, Manager, Home Trade Ltd.

Resident: Jayant Mahal, 5th Floor, Opposite Wankhede Stadium,
Marine Drive, Mumbai.

8 Beena Sandhavi, Officer, Ketan Seth & Company

Resident: 103, Liberty Apartment, 80/A, Sarojini Road, Behind
McDonald's, Vile Parle West, Mumbai 400056

9 Ketan Mashkariya, Officer, Home Trade Ltd.**10 Subodh Bhandari, Executive Managing Director, Home Trade**

Ltd. Resident: Flat No. 703/B, Govind Complex, Sector 14, Vashi,
Turbhe, Navi Mumbai 400705

11 Hiren Gada, Senior Vice President, Home Trade Ltd.**12 Atul Shah, Senior Officer, Giltedge Management Services Ltd.****13 Kumari Vichita, Officer, Giltedge Management Services Ltd.**

To the accused,

Through this notice, you are informed that an offence has been registered against you with Navsari Town PS vide CR No. 93/2002 under IPC Section-406, 409, 420, 421, 422, 423, 120B, and 34 and in this offence, the cheating of Rs. 24, 76, 52,925/- has been committed and as you accused hold passport, the IO, Navsari Town PS has expressed his worry stating

that you may run away foreign country. Therefore, you are asked to give your explanation as to why your passport be not seized, and remain present in this court on 28/08/2002. In failure to do so, the order will be made on the basis of the evidences available. You are asked to take note of this.

Put my signature today on 23rd August, 2002 and affixed the seal of the Court.

By Order,
Sd/- Illegible
Registrar,
Chief Judicial Magistrate Court,
Navsari

Round seal of the Navsari Court.

Outward No. 1775/2002

Outward No. 1794/02

No. no. 749/02

No. no. 760/02

30/8

Navsari Town Police Station

Date: 04/02/03

To,
The Chief Judicial Magistrate,
Navsari Chief Court,
Navsari.

Subject: Request for Issuance of Transfer Warrant

Respected Sir,

With greetings, I, G.D. Thakor, Police Sub-Inspector, Navsari Town Police Station, submit this request report:

The accused, Subodh Bhandari, Executive Managing Director of Home Trade Ltd., Mumbai, residing at Flat No. 703, Govind Complex, Sector 14, Vashi, Navi Mumbai, involved in Navsari Town Police Station I- Crime Register No. 93/2002 under IPC Sections 406, 409, 420, 467, 468, 120B, and 34, is currently in custody of the Chief Judicial Magistrate, Surat, in Surat District Jail, in connection with Surat City Varachha Police Station I - Crime Register No. 274/02 under IPC Sections 406, 409, 420, etc. The said accused is required for the aforementioned crime at Navsari. Therefore, it is requested to kindly issue a transfer warrant for the above-mentioned accused.

Date: 04/02/03

Sd/- Illegible
Police Sub-Inspector,
Navsari Town Police Station

Order

The report has been read and considered. As requested, issue a transfer warrant in the name of PSI Shri G.D. Thakor.

Date: 04/02/03

Sd/- Illegible
Chief Judicial Magistrate, Navsari

Transfer Warrant

Chief Judicial Magistrate Court
Navsari

Date: 04/02/2003

To,
The Chief Judicial Magistrate,
Surat.

Subject: Transfer of accused Subodh Bhandari in connection with Surat City Varachha Police Station I-CR No. 274/02 under IPC Sections 406, 409, 420

Respected Sir,

It is kindly is submitted that the accused, Subodh Bhandari, Executive Managing Director of Home Trade Ltd., residing at Flat No. 703, Govind Complex, Sector 14, Vashi, Mumbai, involved in Surat City Varachha Police Station I- Crime Register No. 274/02 under IPC Sections 406, 409, 420, is currently in your court's custody.

The aforementioned accused, Subodh Bhandari, residing at Flat No. 703, Govind Complex, Sector 14, Vashi, Mumbai, is required in connection with Navsari Town Police Station Crime Register No. 93/2002 under IPC Sections 406, 409, 420, 467, 468, 120B, and 34. Therefore, it is requested to hand over the said accused to PSI Shri G.D. Thakor of Navsari Town Police Station for the purpose of investigation in Crime Register No. 93/2002 under IPC Sections 406, 409, 420, 467, 468, 120B, and 34, on the condition that the accused is not released on bail.

Date: 04/02/03

Sd/-Illegible
Chief Judicial Magistrate
Navsari

Navsari Town Police Station I-CR No. 93/2002 IPC Section 406, 420, 421, 422 etc.

Navsari Town Police Station

Date: 04/02/03

To,
The Chief Judicial Magistrate,
Navsari Chief Court,
Navsari.

Subject: Request for Issuance of Transfer Warrant

Respected Sir,

With greetings, I, G.D. Thakor, Police Sub-Inspector, Navsari Town Police Station, submit this request report:

The accused, Sanjay Hariram Agrawal, Director of Home Trade Ltd., Mumbai, residing at Juhu, Shalimar, C.H.S., 7th Floor, Gul Mohar Cross Road No. 10, Juhu, Mumbai, involved in Navsari Town Police Station Crime Register No. 93/2002 under IPC Sections 406, 409, 420, 421, 422, 423, 467, 468, 120B, and 34, is currently in the custody of the Chief Judicial Magistrate, Surat, in Surat District Jail, in connection with Umra Police Station (Surat City) Crime Register No. 274/02 under IPC Sections 406, 409, 420, etc. The said accused is required for the aforementioned crime at Navsari. Therefore, it is requested to kindly issue a transfer warrant for the above-mentioned accused.

Date: 04/02/03

Sd/-Illegible
Police Sub-Inspector,
Navsari Town Police Station

Order

The report has been read and considered. As requested, issue a transfer warrant in the name of PSI Shri G.D. Thakor.

Date: 04/02/03

Sd/- Illegible
Chief Judicial Magistrate, Navsari

Transfer Warrant

Chief Judicial Magistrate Court
Navsari
Date: 04/02/2003

To,
The Chief Judicial Magistrate,
Surat.

Subject: Transfer of accused Sanjay Hariram Agrawal in connection with Surat City Umra Police Station I-CR No. 274/02 under IPC Sections 406, 409, 420.

Respected Sir,

With greetings, it is submitted that the accused, Sanjay Hariram Agrawal, Director of Home Trade Ltd., residing at Juhu, Shalimar, C.H.S., 7th Floor, Gul Mohar Cross Road No. 10, Juhu, Mumbai, involved in Surat City Umra Police Station Crime Register No. 274/02 under IPC Sections 406, 409, 420, is currently in your court's custody.

The aforementioned accused, Sanjay Hariram Agrawal, residing at Juhu, Shalimar, C.H.S., 7th Floor, Gul Mohar Cross Road No. 10, Juhu, Mumbai, is required in connection with Navsari Town Police Station Crime Register No. 93/2002 under IPC Sections 406, 409, 420, 467, 468, 120B, and 34. Therefore, it is requested to hand over the said accused to PSI Shri G.D. Thakor of Navsari Town Police Station for the purpose of investigation in I-CR No. 93/2002 under IPC Sections 406, 409, 420, 467, 468, 120B, and 34, on the condition that the accused is not released on bail.

Date: 04/02/03

Sd/- Illegible
Chief Judicial Magistrate
Navsari

Letter No. Y.T. 2013/02
Surat District Jail Office
Sagrampura, Ring Road, Surat

Date: 26-05-03

To,
The Chief Judicial Magistrate,
Chief Court, Navsari,
District Navsari

Subject: Request for fixing the next date for the under trial
accused

Reference: Letter No. Nill103 dated 20/05/03 this Hon'ble Court.

Respected Sir,

With greetings, in reference to the above subject and cited letter, it is submitted that the under trial accused, Ketan Kantilal Sheth, involved in Navsari Town Police Station I-CR No. 93/02, was ordered to be produced before your esteemed court on 26/05/2003 in connection with the aforementioned crime, as per the referenced letter. However, the said accused was taken for further investigation on 15/05/03 in connection with Morbi City M Case No. 22/02 and has not yet returned to this jail. Consequently, the accused could not be produced before your court on 26/05/2003. Therefore, it is requested to kindly fix the next date for the said accused in connection with the aforementioned crime.

Yours faithfully,
Sd/- Illegible
Superintendent
Surat District Jail

Give the next day.
Sd/- Illegible
Chief Judicial Magistrate,
Navsari
31/05/03

(page missing)

On being asked, I state confirming that I reside at the address mentioned above and have been working as a security guard for the past six months, and I am currently employed in the same capacity.

Today, you read out a notice to me, which was issued by the Chief Executive Magistrate, Navsari Court, naming Subodh Bhandari, Executive Managing Director of Home Trade Ltd., residing at Flat No. 703, Govind Complex, Sector 14, Vashi, Turbe, Navi Mumbai, as the accused. In this regard, I state the following:

The said Subodh Bhandari, residing at Flat No. 703, Govind Complex, Sector 14, Vashi, Turbe, Navi Mumbai, as mentioned in the notice, does reside at the stated address. However, his flat is currently in a locked condition. Previously, the Nagpur Police conducted an investigation and checked the flat. His current whereabouts are unknown, and as he is absconding, there is no information available regarding where he is residing at present.

The above fact stated by me is true and correct.

Sd/- Illegible

Before,
Sd/- Illegible
Unarmed Head Constable
Navsari Town PS

To,
The Chief Judicial Magistrate,
Navsari Court, Navsari.

With greetings, I, G.D. Thakor, Police Sub-Inspector, Navsari Town, submit this humble request report:

The accused, Subodh Dayal Bhandari, aged 38, residing at Flat No. 703-B, Govind Complex, Sector 14, Vashi, Navi Mumbai, involved in Navsari Town Police Station Crime Register No. 93/2002 under IPC Sections 406, 409, 420, 421, 422, 467, 468, 120B, and 34, was taken into custody on 18/11/03 from Tihar Jail, Delhi, based on a transfer warrant. He was brought to Surat and produced before the Chief Judicial Magistrate, Surat, on 21/11/03 as per the scheduled date. On 21/11/03 at 17:00 hours, the accused was arrested, and upon presenting anticipatory bail from the Gujarat High Court, Ahmedabad, in Criminal Application No. 9045/03 dated 14/11/03, he was released on bail. Based on the conditions of the Gujarat High Court, he was produced before your court, and a remand was obtained until 24/11/03 at 16:00 hours. The accused is being sent back duly within the stipulated period.

Note: The remand warrant is attached.

Sd/- Illegible
Police Sub-Inspector,
Navsari Town Police Station

The accused was produced before me today, 24/11/03, at 16:00 hours. The said accused was handed over on remand until 21/11/03 at 16:00 hours. Based on the transfer warrant, the accused was taken into custody from Tihar Jail, Delhi, by the Navsari Town Police and produced before the Chief Judicial Magistrate Court, Surat, on 21/11/03 as per the scheduled date. Upon presenting him in this court for remand, the aforementioned order was issued. The Gujarat High Court, Ahmedabad, granted conditional anticipatory bail of Rs. 5,000/- in Criminal Application No. 9045/03 for the said crime. Accordingly, after being released on bail at Navsari City Police Station, the accused was produced before me, and a remand was requested. As the remand period has concluded, the accused has been produced before me today.

The accused was taken into custody by Navsari City Police based on the transfer warrant. As per the order of the Additional Chief Metropolitan Magistrate, Patiala Court, Delhi, the accused must be personally handed over to Tihar Jail, Delhi, by 16/12/03. It is ordered that the accused be kept in judicial custody until 05/12/2003.

Date: 24/11/03

Navsari

Sd/- Illegible
Chief Judicial Magistrate
Navsari

Vol. 496 of 2003
Chief Judicial
Magistrate Court,
NAV SARI.

November 10, 2003.

To,
The Metropolitan Magistrate,
(Divijaysinh Sahbji)
Paliyalk,
DELHI.

2049

TRANSFER WARRANT

Whereas C.R.No. 242 of 2002 and 280 of 2002 of Economics Offences Wing (EOWCELL) Delhi, accused Subodh Chanddayal Bhandari, Executive Managing Director of Home Trade, Residing at Flat No. 703/B, Govind Complex, Sector No. 14, Wasi, New Bombay was arrested and in Police Custody in your Jurisdiction. The Offence registered in Navsari (City) Police District Navsari (Gujarat) C.R.No. 1/93/2002, Under Sections 406, 409, 420, 421, 422, 423, 467, 468, 120-B and 34 of Indian Penal Code against the above accused.

You are therefore requested to hand over above named accused to Shri G. D. Thakore, Police Sub Inspector of Navsari (City) Police Station District Navsari (Gujarat) C.R.No. 1/93/2002 Under Sections 406, 409, 420, 421, 422, 423, 467, 468, 120-B and 34 for the purpose of investigation in above offence.



The accused shall be sent back to your custody after investigation is over.

I A. G. VASA,
Chief Judicial Magistrate,
NAV SARI,
Dist. Navsari,
Gujarat State.



Letter No. Y.T. 555/03

Surat District Jail Office

Sagrampura, Ring Road, Surat

Date: 11-12-03

To,
The Chief Judicial Magistrate,
Chief Court, Navsari, District Navsari.

Subject: Request for fixing the next court date

Hon'ble Sir,

With greetings, in reference to the above subject, it is submitted that the under trial accused, Ketanbhai Kantilalbhai Sheth, involved in Criminal Case Nos. 6840/02 and 2568/03 under IPC Sections 420, 465, 467, 468, and 471, was ordered to be produced before your esteemed court on the scheduled date. However, the said accused has been admitted to New Civil Hospital, Surat, for further treatment as an indoor patient. Consequently, he could not be produced before your esteemed court on the scheduled date.

Therefore, it is requested to kindly fix the next court date for the accused.

Yours faithfully,
Sd/- Illegible
Superintendent
Surat District Jail

Sd/- Illegible
Registrar
Chief Judicial Magistrate
Court, Navsari

Sd/- Illegible
I/c Chief Judicial Magistrate, Navsari

214

2053

Registration No. of Company: 25.14018
 National Capital Reg. 20, 2001

FORM NO. 21

Filing Fee

THE COMPANIES ACT, 1956
 Particulars of appointment of directors and managers and changes among them
 [Form to be filled in accordance with section 10(7)]

Name of Company: Blue Bird Limited

Presented by: Mr. Suresh Kumar

Note: - If a company has no particular to be included in one or two of the headings 'A', 'B' and 'C' the parts containing those headings in respect of which no appointment or changes among directors.

1	2	3	4	5	6
Name of person and Signature in full	Father's/husband's name	Usual residential address	Nationality	Date of appointment or change	Date of termination of the appointment
Mr. K. Suresh	Mr. K. Suresh	Plot No. 1, VVD, New South Road, New 1, VVD, New South Road - 400019	Indian	May 15, 2001	Resigned as a Director Board of Directors 15/05/2001

Notes: (1) A note of changes should be made in columns 4 & 5 by recording against the name of new director, etc. the words in place of
 against the name of the former director, the cause for the change, e.g. by death, resignation, removal by resolution, disqualification etc.
 (2) If a person is managing director, his designation should be added with his name in column 1.

COMPUTER SUPPORT BY INDUSTRY DIVISION N.C.C.
 TOTAL
 AT ADDITIONAL FEE
 500



REG. NO. 25.14018
 DATE OF DOCUMENT 15/05/2001
 TYPE OF DOCUMENT CASH
 HOME TRADE LITIGATION
 OFFICE OF THE REGISTRAR OF COMPANIES
 (HAWA) (MASH) (MURE) 13/05/2001
 67981

Scanned with OKEN Scanner

816

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD
 OF DIRECTORS OF THE COMPANY HELD AT TOWER 3, 5TH FLOOR,
 INTERNATIONAL INFOTECH PARK, VASHI, NAVI MUMBAI - 400 703 ON
 MAY 15, 2001.

2055

*RESOLVED THAT the resignation of Shri Ketan Sheth from the
 Board be accepted with immediate effect and that the Board of
 Directors places on record its sincere appreciation for the valuable
 services rendered by him to the Board and to the Company as a
 Director of the Company.

RESOLVED FURTHER THAT a copy of the afor-said resolution be
 sent to Shri Ketan Sheth.

For Home Trade Limited

[Signature]
 Director

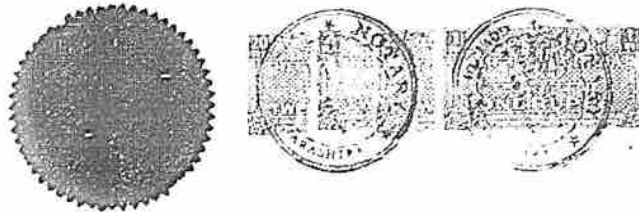


home trade ltd.

Tower 4, 5th Floor,
 Vashi By. Kharan Complex,
 Vashi Mumbai - 400 703
 Tel: (91-22) 281 2441-44
 Fax: (91-22) 281 2548



1133\shrikrishna\99.doc



TRUE COPY
ATTESTED BY 
G. H. SHUKLA
NOTARY P.B. MUMBAI
- 3 MAY 2002



Attn: Mahesh

File
URI Number
46-25009

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE
COMMITTEE OF DIRECTORS OF THE COMPANY HELD AT TOWER 3,
5TH FLOOR, INTERNATIONAL INFOTECH PARK, VASHI, NAVI MUMBAI -
400 703 ON OCTOBER 1, 2001.

2057

"RESOLVED THAT in supersession of earlier resolutions, Mr. N. S. Trivedi,
Executive Director & Secretary and Mr. Ketan Sheth, Authorised Signatory of the
Company be and are hereby Authorised to operate severally, the Company's
Bank Account no 25504 with UTI Bank Limited, Fort branch, Mumbai.

RESOLVED FURTHER THAT henceforth the said bank account be operated by
any one of the following signatories as under:-

Name	Designation
Mr. Sanjay Agarwal	Director
Mr. N. S. Trivedi	Executive Director & Secretary
Mr. Subodh Bhandari	Sr. Vice President
Mr. Ketan Sheth	Authorised Signatory



home trade ltd.

Tower 4, 5th Floor
Vashi P. Station Complex
Navi Mumbai - 400 706
Tel: (91-22) 781 2461-4
Fax: (91-22) 781 254

RESOLVED FURTHER THAT the bank be and is hereby authorised to honour
all cheques, bills of exchange, promissory notes and other negotiable
instruments drawn, accepted, made or signed on behalf of the Company by any
one of the signatories Mr. Sanjay Agarwal, Director, Mr. N. S. Trivedi, Executive
Director & Secretary, Mr. Subodh Bhandari, Sr. Vice President and Mr. Ketan
Sheth, Authorised Signatory of the Company and to act upon any instructions so
given relating to the account of the Company, whether the same be overdrawn
or not relating to the transactions of the Company.

RESOLVED FURTHER THAT this resolution be communicated to the Bank and
shall remain in force until written notice to the contrary is given to the Bank.

For Home Trade Limited

N. S. Trivedi
N. S. Trivedi
Executive Director & Secretary

For HOME TRADE LIMITED
Ketan Sheth
Authorised Signatory/Director





The Manager
UTI Bank Ltd.
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Dear Sir,

Ref. Inclusion of Additional Signatories
Current Account No. 25504

In continuance with the Board resolution dated Oct. 1, 2001 resolving the inclusion of Mr. N.S. Trivedi & Mr. Ketan Seth in the list of signatories for the Current account No. 25504 maintained with your bank, please find enclosed the Current Account Specimen Signature Card duly signed by all the signatories.

Also please find the signed photographs of Mr. N.S. Trivedi & Mr. Ketan Seth and a photocopy of the Board resolution enclosed herewith. The original copy of the Board Resolution had already been forwarded to your office.

You are requested to do the needful immediately.

Kindly do the needful.

Thanking you,

Yours truly,

For Homo Trade Ltd.,

Uthandani
Authorised Signatory



Homo Trade Ltd.
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

CONDITION FOR ACCUSED TO RELEASE ON BAIL

- (a) not take undue advantage of his liberty or abuse his liberty.
- (b) not act in a manner injurious to the interest of the prosecution.
- (c) maintain law and order.
- (d) mark his presence before concerned Police Station on any day between 1st and 10th of every month between 9.00 A.M. and 2.00 P.M.
- (e) not leave the country without the prior permission of this Court.
- (f) furnish the address of his residence at the time of execution of the bond and shall not change the residence without prior permission of this Court.
- (g) surrender his passport, if any, to the Lower Court within a week, if he has already not surrendered before any other court, and, in case he has surrendered the passport, then details shall be furnished by him before the concerned Court on oath. In case the Petitioner receives the passport back in future before the conclusion of trial, he shall surrender the same to the Court concerned.



Bail Conditions for the Surety:

2. The accused shall not misuse their liberty.
3. The accused shall not act in a manner that causes harm to the prosecution.
4. The accused shall comply with law and order.
2. The accused shall report to the respective police station every month between the 1st and 10th, from 9:00 AM to 2:00 PM, to mark their attendance.
3. The accused shall not leave the country without the permission of the Hon'ble court.
4. The accused shall provide their residential address when submitting the bail bond and shall not change the residential address without the court's permission.
5. If the accused possesses a passport, they shall deposit it with the court below in a week. If the passport has already been submitted to another court, an affidavit of the same shall be submitted to this court. If the accused obtains a passport in the future, he shall submit it to the court below.

Before me,

Sd/- Illegible

Chief Judicial Magistrate

Navsari

Sd/- Illegible

Letter No.:

Chief Judicial Magistrate
Court, Navsari.

Date: /11/2003

To,
The Superintendent,
Surat District Jail,
Surat.

Subject: Handing over of accused Sanjaybhai Hariram Agrawal
in connection with Navsari City Police Station Crime
Register No. 93/02.

Respected Sir,

With reference to the above subject, it is submitted that the accused, Sanjaybhai Hariram Agrawal, residing at 7-Harirasta Street, Madirpura, Kolkata-23, involved in Navsari City Police Station Crime Register No. 93/02 under IPC Sections 406, 409, 422, 423, and 120B, is currently in your jail.

It is further submitted that the said accused, Sanjaybhai Hariram Agrawal, is required for investigation in connection with Gandevi Police Station M. Case No. 3/02 under IPC Sections 406, 409, 420, 120B, 467, and 468. To take custody of the accused, ASI Shankar Bhai Makanbhai (Badge No. 435) from Gandevi Police Station has presented a transfer warrant issued by the Judicial Magistrate First Class, Gandevi. Therefore, the accused, Sanjaybhai Hariram Agrawal, involved in Navsari City Police

Station Crime Register No. 93/02, is to be handed over to ASI Shri Shankar Bhai Makanbhai (Badge No. 435) of Gandevi Police Station for the investigation of Gandevi Police Station M. Case No. 3/02, on the condition that the accused is not released on bail. Kindly send a report regarding this matter to this office.

By order

Registrar

Chief Judicial Magistrate Court, Navsari