CHARGE SHEET

Police Station :Randher Police Station, District : Surat, Charge Sheet No.6/03. Date : 06/01/2003

Name, address and Occupation of Complainant or Informant :ShriAshok KantilalSheth,

First Information Number :Shandare I 226/02 Date : 30.08.2022.

Authorised Manager, The AdajanNagrikSahakari Bank Ltd., "Manthan" Muktanandnagar, Sardar Bridge, Circle, Adjan Road, Surat – 395 009.

Name and address of accused person sent up for Trial in Custody on Bail.	Name and address of accused person not sent up for trial, whether address and not addressed including absconders (Show absconder in red ink).	Property (including weapons) found with particulars of where, when by and by when found and whether forwarded to Magistrate.	Name and address of witness	Charge or information name of offence and circumstance connected with it, in concise detail and under what section of law charged.
1	2	3	4	5
KetanbhaiKantilalSheth residing at 193, LalitKutir,	1) NandkishorAmritlalTrivedi, Residing at DevBhuvan, 2nd Floor, Chira Bazar,		1) Ashok JayantilalSheth, Authorized Manager	Section, 406, 409, 420, 421, 422, 423, 465,

Scanned with OKEN Scanner

9, GulMohar Road, J.V.P.D. Juhu, Mumbai, yesterday dated 01.10.2022 at 15.00 Hrs. Within the period of application, police remand from 6/10/2002 to 11/10/2002 was obtained and within the period of completion of remand, you have been sent to the custody of Namdar Court. Issue No.1. Criminal Case No.174/03 **Order** Taking the charge sheet to the complaint register Section 406, 409, 420, 421, 428, 429, 465, 201 to	Mumbai. 2) Sanjay HariramAgrawal, residing at Shalimar C.M.S. Gulmohar, Cross Road No.10, Juhu, Mumbai. 3) SubodhBhandari residing at 704, ShriGovind Complex, Sector No.14, Navi Mumbai. 4) HitenBhupendra Shah, residing at 102, Gandhi Niwas, Ashok Nagar, Vakola, Santacruz, Mumbai. 5) HineshGada, Senior Vice President HOME TRADE COMPANY, Navi Mumbai. Occupation Place : 709, Raheja Centre, 214, Free Fress Journal Marg, Mumbai. 6) ShashankGopalRanade, residing at 3/1, RadhakrishnaNivas, S.K. Bole Marg, Dadar, Mumbai.	The AdajanNagrikSahakari Bank, AdjananChowk, Surat. 2) Hon'ble Bank Chairman HaribhaiRanchodji Patel residing at B-4, Nandan Apt., Adjanan Road, Surat. 3) Hon'ble Bank Director PankajbhaiDhansukhlal Shah residing at B-4, Nandan Apt., Adjanan Road, Surat. 4) Hon'ble Asst. Manager, MukeshbhaiRanchodji Nayak residing at 33, Narayan Apt., Asha	467, 458, 471, 114, 34, 120(b) accordingly in such a way that Accused mentioned in number 1 arrested and price mentioned in number 2 was found on charges of vagrancy home Trade Limited Company gave trust and confidence to buy government security of land at Mumbai location during the period from 25/09/2000 to 2/6/2002. Accused No. 1 arrested for this workAdjanan Co-operative Bank came

Scanned with OKEN Scanner

summons the Accused. Chief Judicial Magistrate, Surat 06.01.03.	7) Vijay HimmatlalModi, residing at A-203, AmitaDr.C. Housing Society, Kutupavadi, Borivali (East), Mumbai. 8) SalilDinkarlal Gandhi, residing at 11-13 Gold Coin CHS Ltd., Tardeo, Mumbai. 9) Allan James Makmilan, residing at 785, Kestro Street, Montenue, C.A. 94041, (U.S.A.) 10) Rasal Bank, residing at Timber Wheel Terrace, Aryan Field M.C. 1940 (U.S.A.) 11) Mike @ ManojAmbelal Shah, residing at BelariRoad, RMV Extension, Bangalore. 12) DhananjayAgrawal, Director HOME TRADE COMPANY, Occupation Place 09, Raheja Centre, 214, Free	Nagar, 5) Shri R.M. Pawar, P.S.I. from Randher Dist. Randhergive as under.	under the name of Home Trade Limited Company to deal in government securities and lastly 7.5% from GOI 2010 retail which cost Rs.3,05,06,250/- The Home Trade Company purchased contract note No. IBI/NSE/06911-01-02 to the bank regarding the purchase of which the accused had purchased from the bank The arrested accused and absconding accused did not provide securityadjanannagrik

Scanned with OKEN Scanner

	Fress Journal Marg, Mumbai 13) Smt. ShilpaHiten Shah, residing at 102, Gandhi Niwas, Ashok Nagar Road,Vakola, Santacruz, Mumbai. 14) JagrutibenKetanSheth, residing at 193, LalitKutir, Gulmohar Cross Road No.9, Juhu, Mumbai. 15) KananMovavala residing at JayantMahal 5th Floor, Next to Wankhede Stadium, Marine Drive, Mumbai. 16) Ketan R. Maskaria, Director HOME TRADE COMPANY, Occupation Place 09, Raheja Centre, 214, Free Fress Journal Marg, Mumbai. Sent to you with Jay Bharat Dt.3.1.2003.		co-operative bank betrayed and defrauded as above Accused No. 1 KetanSheth was caught and the accused persons mentioned in Clause No. 2 were concealed etc.
Copy Sent : 1) P.S.I. ShriRandher and			

Scanned with OKEN Scanner

2) Asst. P.S.I. ShriG.DeviSurat, Randher, Tal. Randher.
Dispatched Dated ..... Month ..... Year ..... Morning/Evening sent. (Signature of Investigation Officer)

Scanned with OKEN Scanner

Scanned with OKEN Scanner

2002 REGISTER OF PERSONS CAUGHT UNDER THE JURISDICTION OF RANDHER POLICE STATION.

Mauje :RandherTalukaChithaveli, District : Surat.

Sr. No.	Crime Register No.	The name of the arrested man, his father's name and surname	Taluka and District of Residence (Village).	Caste and business	Allegation of crime	Signs on the body	Detained or above ground.	The crime was proved, convicted or acquitted	Name and address of next of kin of the accused informed	Remark
1.	Randher P.S.I. 226/02	KetanbhaiKantilalSheth	Flat No.193, LalitKutir, Gulmohar Road, JVPD, Juhu, Mumbai.	Hindu VaishnavVaniya	IPC Section 406, 409, 420, 421, 422, 423, 465, 457, 458, 114, 34 120(b)	Age 40, Height 5'-8" by Body Strong, Face Wheat Colour, Mouth Twitching, Right Hand Painted Left Hand's has been operated.			Told to Maternal Uncle of the Accused.	Dated 5.10.2002.

Scanned with OKEN Scanner

Scanned with OKEN Scanner

(ARREST MEMO)

1)	Name of Police Station	:	Randher Police Station
2)	Crime Register No.Section	:	Randher I. 226/02, Indian Penal Code Section 420, 421, 422, 423, 465, 467, 468, 471, 114, 34, 120(b) accordintly.
3)	Name of Accused and Address	:	Ketanbhai Kantilal Sheth, aged 40 years, residing at Flat No.103, Lalit Kutir, Gulmohar Road, JVPD, Juhu, Andheri, Mumbai.
4)	Date of Place of Detention	:	Adanan Patadia, Dt.01.10.2004 time 5.30.
5)	Name Address of person who arrested.	:	Chandrakant Anantrai Parekh, aged 61, (Chandumama) Occupation : Retired, Residing at 143, Ashok Society, Kalvane Phata, Kharegam, Poona, (Maharashtra).
6)	His relationship with the detainee	:	The Detainee is Son-in-law (Bhanej).
7)	Signature of detainee	:	Sd/- (Ketan Kantilal Sheth)
8)	Signature of detainee's relative/uncle	:	Sd/-

Date : 5.10.2022

Sd/-

P.S.I. Randher

Station, Surat City

Scanned with OKEN Scanner

Randher Police Station Register No.2, 226/02, Indian Penal Code Section 420, 406, Ketan Kantilal accused of committing the following offences residing at Mumbai's Photograph.

CERTIFICATE

It is hereby certified that Randher Police Station Register No. 226/02 Indian Penal Code Section 420, 406 etc. The accomplice of the said crime has been confirmed as compared to the above photo.

Scanned with OKEN Scanner

1) Hon'ble Surat Police Commissioner,

Add : Bahumali Makan, Nanpura, Surat.

2) Hon'ble Police Inspector,

Add : Randher Police Station, Surat.

Complaint Application No. /2002

Complainant : The Adajan Nagrik Sahakari Bank Ltd.,

Add : "Manthan" Apartment, Near Gujrat Gas Circle, Adajan Road, Surat for and on behalf of him Authorized Manager Shri Ashok Jayantilal Sheth, Aged about 46 years, Add : of Ajan.

Versus

Accused : 1) HOME TRADE LIMITED, Registered Company, Occupation : Share Security Brokerage etc. Address : (1) International Infotech Park, Tower No.3, 5th Floor, Vashi Railway Station Complex, Navi Mumbai, Dist. Thane,

Scanned with OKEN Scanner

Maharashtra State, (2) 709, Raheja Centre, 214, Free Press Journal Marg, Mumbai – 400 002, Maharashtra State.

2) Shri Nandkishor Amritlal Trivedi, aged 45, Occupation : Business, Residing at Dev Bhuvan, 2nd Floor, Chira Bazar, Mumbai.

3) Shri Ketan Kantilal Sheth, aged 40 years, Occuption : Business, Residing at 193, Lalit Kutir, Gulmohar Cross Road No.9, Juhu, Mumbai.

4) Shri Sanjay Hariram Agrawal, aged 35, Years, Occupation : Business, residing at Shalimar C.H.S. Gulmohar, Cross Road No.10, Juhu, Mumbai.

5) Shri Subodh Bhandari, aged 46 Years, Occupation : Business, residing at 704, Shri Govind Complex, Sector No.14, Navi Mumbai.

6) Shri Hiten Bhupendra Shah, aged adult, Occupation : Business, residing at 102,

Scanned with OKEN Scanner

Gandhi Niwas, Ashok Nagar Road, Vakola, Santacruz, Mumbai.

7) Shri Hiren Gada, agaed Adult, Occupation-Business, Senior Vice President HOME TRADE COMPANY, Occupation : Share, Security's Brokerage, Occupation Place : (1) International Infotech Park, Tower No.3, 5th Floor, Vashi Railway Station Complex, Navi Mumbai, Dist. Thane, Maharashtra State, (2) 709, Raheja Centre, 214, Free Fress Journal Marg, Mumbai, Maharashtra State.

8) Shri Shashank Gopal Ranade, Aged 40 years, Occupation: Business, residing at 3/1, Radhakrishna Nivas, Ground Floor, S.K. Bole Marg, Dadar (C.W.J.) Mumbai.

9) Shri Vijay Himmatlal Modi, aged 46 years, Occupation: Business, residing at A-203,

Scanned with OKEN Scanner

(13)

Amita Co-Operative Housing Society, Kulupvadi, Borivali (E), Mumbai-400 063.

10) Shri Salil Dinkarlal Gandhi, aged 43 years, Occupation: Business, residing at 11-13 Gold Coin CHS Ltd., Tardeo, Mumbai – 400 034.

11) Shri Allan James Makmilan, Aged 41 years, Occupation: Business, residing at 785, Kestro Street, Montenue, C.A. 94041, (U.S.A.).

12. Shri Rasal Bankkem Vegar, aged Adult, Occupation: Business, residing at Timber Hill Terrace, Aryan Field M.A. 1940 (U.S.A.).

13. Shri Mike @ Manoj Ambelal Shah, aged 58, Years, Occupation: Business, residing at Belari Road, RMV Extension, Bangalore – 506 080.

14. Shri Dhananjay Agrawal, aged adult, Occupation: Business, Director HOME

Scanned with OKEN Scanner

TRADE COMPANY, Occupation: Share, Security Brokerage, Add: (1) (1) International Infotech Park, Tower No.3, 5th Floor, Vashi Railway Station Complex, Navi Mumbai, Dist. Thane, Maharashtra State, (2) 709, Raheja Centre, 214, Free Fress Journal Marg, Mumbai, Maharashtra State.

15. Smt. Shilpa Hiten Shah, aged adult, Occupation: Business, residing at 102, Gandhi Niwas, Ashok Nagar Road, Vakola, Santacruz, Mumbai – 400 055.

16. Smt. Jagrutiben Ketan Sheth, aged adult, Occupation: Business, residing at 193, Lalit Kutir, Gulmohar Cross Road No.9, Juhu, Mumbai.

17. Shri Kanan Movavala, aged 28 years, Occupation: Business, residing at Jayant

Scanned with OKEN Scanner

Mahal 5th Floor, Next to Wankhede Stadium, Marine Drive, Mumbai.

18. Shri Ketan R. Maskaria, aged 35 Years, Occupation: Business, Director HOME TRADE COMPANY, Occupation : Share, Security's Brokerage, Occupation Place : (1) International Infotech Park, Tower No.3, 5th Floor, Vashi Railway Station Complex, Navi Mumbai, Dist. Thane, Maharashtra State, (2) 709, Raheja Centre, 214, Free Fress Journal Marg, Mumbai, Maharashtra State.

Complaint : **E.P.'s Code Section – 406, 409, 420, 421, 422, 423, 465, 467, 468, 471, 114, 34, 120(b) accordingly.**

It is the case of the complainant.

1. We are the complainant Adajana Road, Surat under the Banking Regulation Act, 1949 and Gujarat Co.Op. is a co-operative bank established and governed by the Act and bye-laws our institution has been granted necessary license by Reserve Bank of India Ahmedabad to carry out

Scanned with OKEN Scanner

bankingoperations and our bank office is located at Adajan Road, Surat.As per the resolution passed by the Board of Directors of Text Bank, we have authorized the complainant to file a legal complaint against the accused in this case and accordingly the present complaint has been filed against this case.

2. Accused No. 1 in this case is a firm named "M/s Home Trade Limited" and the firm is registered in the National Stock Exchange as a share and stock broker and accused No. 2 to 18 in this case are directors and

agents of the said firm and the accused firm is said to be engaged in issuing share securities etc.And we made such representations to the prosecutor and on such representations, the prosecutor believed them and accepted them as agents of the firm of accused No. 1 and acted.Accused Nos. 2 to 18 are managing the firm of Accused No. 1 as directors and agents, managing themselves directly supervising and responsible for

Scanned with OKEN Scanner

the management of the firm and in that capacity the present complaint has been filed against the accused.

3. The Plaintiff bank has paid its statutory liquidity amount which S.L.R. addressed as SLR. As per the amount to be invested in Government securities and as determined by the Reserve Bank from time to time in accordance with the provisions of this SLR Ratio Banking Regulation Act, 1949 and compliance with such orders of the Reserve Bank is mandatory for all Co-Operative Banks and it is by the way, the Plaintiff bank also S.L.R. Investment in Government securities was mandatory to maintain.

4. Accused No.3 in this case Mr. Ketan Sheth who is Mr. Neeraj Surti Chartered Accountant resident of Bharuch dated 25th September 2000 to the complainant bank which is situated near "Manthan" Muktanand Nagar, Adajan Circle and Accused No.3 stated that he is share-broker at Mumbai as well also Home Trade Limited which does government security work and its Director, as well as Accused No.4 Sanjay Agrawal who is both the Chairman and Executive of the Company. Also Accused No.2 Nandkishore Trivedi is the Executive Director of the

Scanned with OKEN Scanner

Company all three of them stated that they are Performer and authorized signatories of Home Trade Limited in addition, Home Trade Ltd. stated to be a Member of the National Stock Exchange and produced xerox copy of his Certificate in proof thereof, and further stated that company has a fully computerized air-conditioned office at Mumbai location with Ultra-Modern Facilities and most of the business of the Mumbai Poona Stock Exchange is being done by his firm. Claims were presented regarding the performance of the firm stating that.

Considering the above representation of accused no.3, the complainant bank entered into a contract with him to purchase a security of Rs.one crore at 12% and under this contract gave a Cheque of HDFC to the accused pursuant to which the accused delivered this security to the complainant bank.

Thereafter, the complainant bank entered into a contract dated 15/01/2001 to purchase a security of 50 lakhs bearing 10.25%, the payment of which was made by the complainant bank through a Cheque of HDFC, the delivery of which was also given to us by the accused.

Scanned with OKEN Scanner

On 29/08/2001 the accused firm Home Trade Limited had delivered both the previous contracts and the Reserve Bank of India had given an endorsement in favor of that bank, the complainant bank directed the accused firm to purchase a 10.25% government security of Rs.50 lakhs. The contract was awarded and the complaint bank also made the payment through the Cheque of accused HDFC.

Then on 05/12/2001 Accused No. 3 Mr. Ketan Sheth and Mr. Neeraj Surti appeared before the complainant bank and Home Trade Limited is doing Government Security work on a large scale and they are another registered company of this group Vez India Limited. A new company is also coming in the market by the name. Also his company has done commercials by Shah Rukh Khan, Hrithik Roshan, Sachin Tendulkar and Priyanka Chopra.Thus accurate claims were made about the performance of their company.

Scanned with OKEN Scanner

Keeping this fact in mind, they had earlier told us that the security market price of two Crores taken by them was good, so the bank would get a good profit and entered into the sale contract.Also, since the security market price of 7.5% is less than 3 Crore rupees, he was told to buy and a purchase contract was entered into and the remaining amount is from HDFC Bank adjusting the amount of the sale contract against the amount of the purchase contract. A cheque of Rs.67,26,076.38 Paisa was issued in the name of the accused firm.The accused firm had deposited it in its account and encashed it but then the complainant bank did not give it despite repeated demands from the accused for the delivery of the 7.5% security of Rs 3 crore purchased by Home Trade Limited.Thus, on 05/12/2001, the representations made by the accused were made with the intention of defrauding the bank by misappropriating the bank's money and taking delivery of all the security taken earlier by giving the contract of sale and the accused did not deliver the security as per the contract.Thus, with the intention of committing crimes, the accused has defrauded the complainant bank by taking a Cheque of a large amount and not delivering the security.

Scanned with OKEN Scanner

5. Believing the statement of the accused and S.L.R. for the purpose of maintenance, the plaintiff has entered into the following financial transactions with the accused in this case.

DETAILS OF FINANCIAL TRANSACTIONS

a) Date : on 28.09.2000 the Plaintiff Bank purchased 12% SDL – 2010 security of Rs.1 Crore Home Trade Ltd., as stated and accordingly accused

gave contract note (10629).Pursuant to this purchase, the complainant bank issued a Cheque of Rs.1,00,25,000/- of HDFC.Which I have encashed Home Trade Limited. Pursuant to this payment, the above security was delivered to the bank.

b) On 15/01/2001 the complainant bank offered to purchase CG-2012 security of 10.25% for Rs.50 lakhs and accordingly Home Trade Limited issued Contract Note No: 6401.The complainant bank issued a check to HDFC

Scanned with OKEN Scanner

for Rs.48,60,138.89 in lieu of this transaction which was encashed and delivered.

c) On 29/08/2001, the complainant bank told the above accused firm to purchase 50 lakhs of GOI - 2021 Government Security bearing 10.25% and they issued Contract Note No: 6739.The complainant bank issued a Cheque of Rs.52,42,048.61 to HDFC for this transaction which was encashed by Home Trade Limited. The delivery of which was not given.

d) On 05/12/2001 the plaintiff bank decided to sell the Government security held by them through M/s Home Trade.Accordingly the Bank has entered into an agreement to sell the following securities at the prices indicated next to it.

Sr.	Name of Security	Amount of Sales (Total Amount)	
1.	12% SDL – 2010	1,21,36,666.67	Physical Delivery
2.	10.25% CG-2012	58,08,541.67	Given to Hometrade.
3.	10.25% GOI – 2021	59,34,965.28	The delivery was with them.
		Rs.**2,38,80,173.62**	Paise

Scanned with OKEN Scanner

On the same day the complainant bank decided to purchase 7.50% CG security through M/s Home Trade which totaled Rs.000 and accordingly the accused company issued Contract Note No. 6919 which was signed by Accused No. 5 towards Accused No.1.

The plaintiff bank in pursuance of this transaction delivered the security sold by it vide contract notes Nos. 6905 and 6906 to M/s.Home Trade Limited. And the security sold vide Contract Note No.6909 was M/s.Home Trade Passage which was pending vide Security Contract Note No.6739 purchased by the Bank.

The complainant bank paid the aforesaid purchase and sale difference amount to M/s.Home Trade Limited through draft of HDFC Bank.However, the accused firm saw 7.5% purchased from M/s Home Trade Limited - 2010 purchased security valued at Rs.3,06,06,250/- against which the complainant bank has paid its full consideration.However, Home Trade Limited has failed

Scanned with OKEN Scanner

to provide its security.A copy of the contract referred to in this paragraph is attached herewith.

e) In order to get the government security purchased by the complainant bank, the accused have been followed up several times by phone and in person towards the complainant, and in order to get the delivery of the government security soon, the bank has written a letter dated 25/01/2002 asking M/s Home Trade Limited to deliver the security.After that, a reminder letter was written again on 18/03/2002 and even without receiving a response, finally on 09/04/2002 the bank registered A.D. By writing a letter to the accused and asking him to deliver immediately.A copy of which is enclosed herewith.

f) 7.5% GOI-2010 at the time of contract confirmation and payment for the purchase of securities, the accused gave full trust and confidence to the complainant bank to give physical delivery within the specified period but despite the lapse of time and despite the repeated demands of the complainant bank as shown in paragraph - (e), The bank did not, the accused maliciously and fraudulently failed

Scanned with OKEN Scanner

to deliver physical delivery of those securities to the complainant. So that the complainant bank said to take legal action against the accused for the same, they sent the contract dated 12/04/2002 signed on 29/03/2002 with assurance of physical delivery of 8.07% security in lieu of the security mentioned above and stated that 7.50% GOI - They executed this contract without getting it from the security market of 2010.(Certified copy is furnished herewith from the list) Further, the accused has stated that he will deliver the said Government security by 30/04/2002 and if he cannot deliver the security by 30/04/2002, then 27/05/2002 of Rs.3,24,62,700/-Cheque bearing No.984321 of HDFC Bank Nariman Point Branch said to cross the same sent (a copy of which is furnished herewith).

6. Then when the main prosecutor and director of the bank Pankaj Shah went to the office of the accused firm in Mumbai to get the security, the director of the accused firm Mr. Nandkishore Trivedi who is the Accused No.2 and if the delivery is not received,

Scanned with OKEN Scanner

then the accused could not give the delivery of the government security to the complainant bank even though the said check was passed but after the expiry of the period.

7. So, with the belief that the money of the Cheque given by the accused will be received after the expiry of the period, the complainant bank has drawn a Cheque dated 23/05/2002 at HDFC Bank Surat Branch and returned it to the complainant on 01/06/2002 with the share "Account blocked". When the Cheque was issued by the accused, the accused knew that the Cheque was to be returned, but with the intention to defraud the bank, the Cheque was issued by deduction. Due to the return of the cheque, a notice has been given to the accused under Section 138 of the Negotiable Instrument Act. Despite receiving the notice, the accused did not pay the due amount within the stipulated period. So we are entitled to file a separate complaint under the Negotiable Instruments Act. The complaint is for offenses under the Penal Code.

8. In the aforesaid circumstances, the accused persons in this case have fraudulently produced false and forged signatures and

Scanned with OKEN Scanner

coins and created trust to defraud the Plaintiff bank with the intention of embezzling the amount by stating that the Government Security can make delivery within the stipulated time and further the accused have created the trust of the Government Security. Also signed a false contract note to get the amount. But while giving such contract note, the accused were well aware that they did not have the Government Security to give to the Plaintiff and they could not give physical delivery thereof to the Plaintiff bank. However, with the intention of defrauding the bank, the Plaintiff took the money by misrepresenting the sale of the Government security and did not give physical delivery of the security and with dishonest intention and knowing that the Cheque was not going to pass, gave a stop thereafter. The Cheque is returned. In the above circumstances the accused have committed serious punishable offences, Chartered Accountant Neeraj Surti has introduced the accused Ketan Sheth to the bank and having knowledge of the transactions mentioned in the above complaint, he has tried to provide security to the bank and also helped the bank in getting suitable cheques, he is our main witness.

Scanned with OKEN Scanner

9. After the return of the Cheques given by the accused, during the period when the above-mentioned large amount of fraud was reported to the complainant bank, the accused persons in this case formed a criminal conspiracy from the beginning, the accused in connivance and assistance with each other have defrauded and betrayed the said complainant bank to get wrongful financial benefits and further the accused persons have It has come to the notice of the plaintiff bank that the property has been fraudulently and fraudulently acquired and

10. that the accused have done illegal acts to prevent their debt from being discharged and that the articles containing false statements about compensation are fraudulently and fraudulently acted upon. The accused in this case could not be found despite contacting their home and business addresses. Moreover, they are likely to leave India. So we have a complaint against the accused to confiscate the property they have settled and confiscate their passports and take legal action in this regard.

Scanned with OKEN Scanner

10. The complainant bank is a co-operative bank and the money of the complainant bank is ultimately public money and the accused in connivance with each other have fraudulently embezzled the amount mentioned in the plaint in the plaint by systematic planning and cunningly perpetrating a huge scam Section of EP Code of EP Code Section 406, 409, 420, 421, 422, 423, 465, 467, 468, 471, 114, 34, 120 (b) etc. has committed an offense punishable as follows. So we have a legitimate complaint against them.

Among the witnesses on behalf of the complainant bank are the complainant and informed director, employee and chartered accountant Neeraj Surti of the complainant bank and are to be examined.

Adjanan Nagrik Sahakari Bank Ltd.

Sd/-

Manager.

Date : 20.08.2002.

Scanned with OKEN Scanner

તા. ૨૩/૧/૦૮

૭ [illegible]

[illegible]

[illegible]

[illegible] તા. ૨૩/૧/૨૦૦૦ ના [illegible]

[illegible] ૨૨% [illegible] SDL ૨૦૨૦ ની [illegible] ② [illegible] ૨૩/૧/૨૦૦૨ના [illegible]

[illegible] ઉ.સ. ૨૦૧૯-૨૦ માટે તા. ૮.૦૮.૨૦૨૨ ની પત્રથી [illegible] રજૂઆત કરેલ હતી તે અંગે જણાવી છે કે: [illegible] તા. [illegible] ની [illegible] [illegible] ૨૦૧૯-૨૦ ના રહેલા [illegible] [illegible] ઉ.સ. ૨૦૧૯-૨૦ માટે C.A.I ૨૦૨૨ ની પત્રથી [illegible]. રજિસ્ટ્રાર [illegible] ના પત્ર થી [illegible] [illegible] [illegible] રજિસ્ટ્રારશ્રી [illegible] [illegible] [illegible] ઉ.સ. ૨૦૧૯-૨૦ C.A.I. ૨૦૨૦ રજિસ્ટ્રાર [illegible] કુલ રૂ. ૩,૦૫,૦૫,૨૧૦/- [illegible] [illegible] [illegible]

Scanned with OKEN Scanner

Scanned with OKEN Scanner

Scanned with OKEN Scanner

પ્રશ્ન ક્રમાંક ૧૦૨

શ્રી કે. એમ. અઘારા, સર્વ શ્રી ગોરધનભાઈ ભરવાડ, ધીરુભાઈ ગજેરા, ડી. વી. અડવાણી, મોહનભાઈ પટેલ, ભગવાનજી કરગઠીયા, મુકેશભાઈ પટેલ

ગાંધીનગર મુકામેની સરકારી કચેરીઓ પૈકી કેટલી કચેરીઓ, જે સ્થળે કચેરીના મકાનો ખાલી પડી રહેલ છે તેવી કચેરીઓની વિગત તથા તેમાંની કેટલી કચેરીઓ ભાડાના મકાનમાં ચાલે છે તેની વિગત શું છે ?

(૧) તેઓની વિગતવાર માહિતી આપવી તથા ખાલી પડેલ કચેરીઓને ક્યા ક્યારે ખાલી કરવામાં આવેલ હતી તથા તેમાંની કેટલી કચેરીઓ, પરત્વે કોઈ અધિકારીઓને ફાળવવા અંગેની

(૨) કોઈપણ કચેરીની વિગતવાર માહિતી આપવી અને જો હશે તો કોઈપણ કચેરી ના વિગતવાર નીકળતા ખર્ચ સહિત મુજબની કોષ્ટક ઉપર આપવું અને ખાલી પડેલ કોઈપણ કચેરીના મકાનો કોઈપણ ખાનગી વ્યક્તિ કે સંસ્થાને ભાડે આપવા અંગે કોઈ નિર્ણય કરેલ છે કે કેમ ?

(૩) કરેલ હોય તો કુલ કેટલી કચેરીઓ કેટલી રકમ ભાડે આપવા અંગે નિર્ણય કરવામાં આવેલ છે ? (ખાનગી કચેરી અને ખાનગી મકાન સહિત મુજબ) અને તેની વિગતો/સરવૈયા પર કુલ આવકનો ફાળો કેટલો થાય છે ?

(૪) ગાંધીનગર ખાતેની કચેરીના નિભાવ ખર્ચ ઘટાડવા કચેરીની જગ્યા ખાનગી વ્યક્તિ પાસેથી ગાંધીનગર સિવાયના કચેરીઓના નિભાવ ખર્ચ ઘટાડવા શું કરી શકાય તેમ છે તે અંગે

(૫) ઉપરોક્ત પ્રશ્નોના સંબંધમાં સરકારશ્રી શું કરવા ધારે છે ?

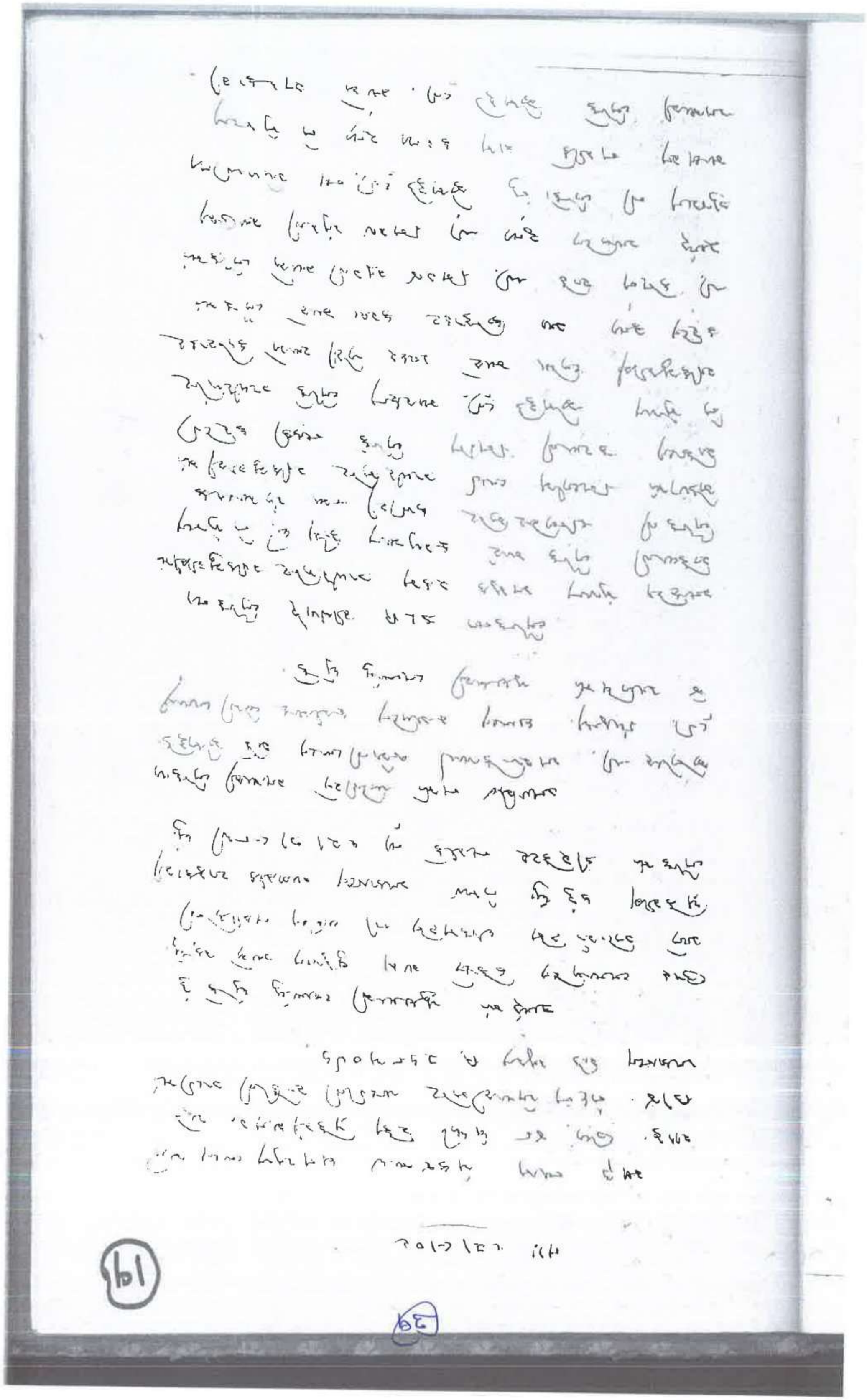
Scanned with OKEN Scanner

(37)

(18)

Scanned with OKEN Scanner

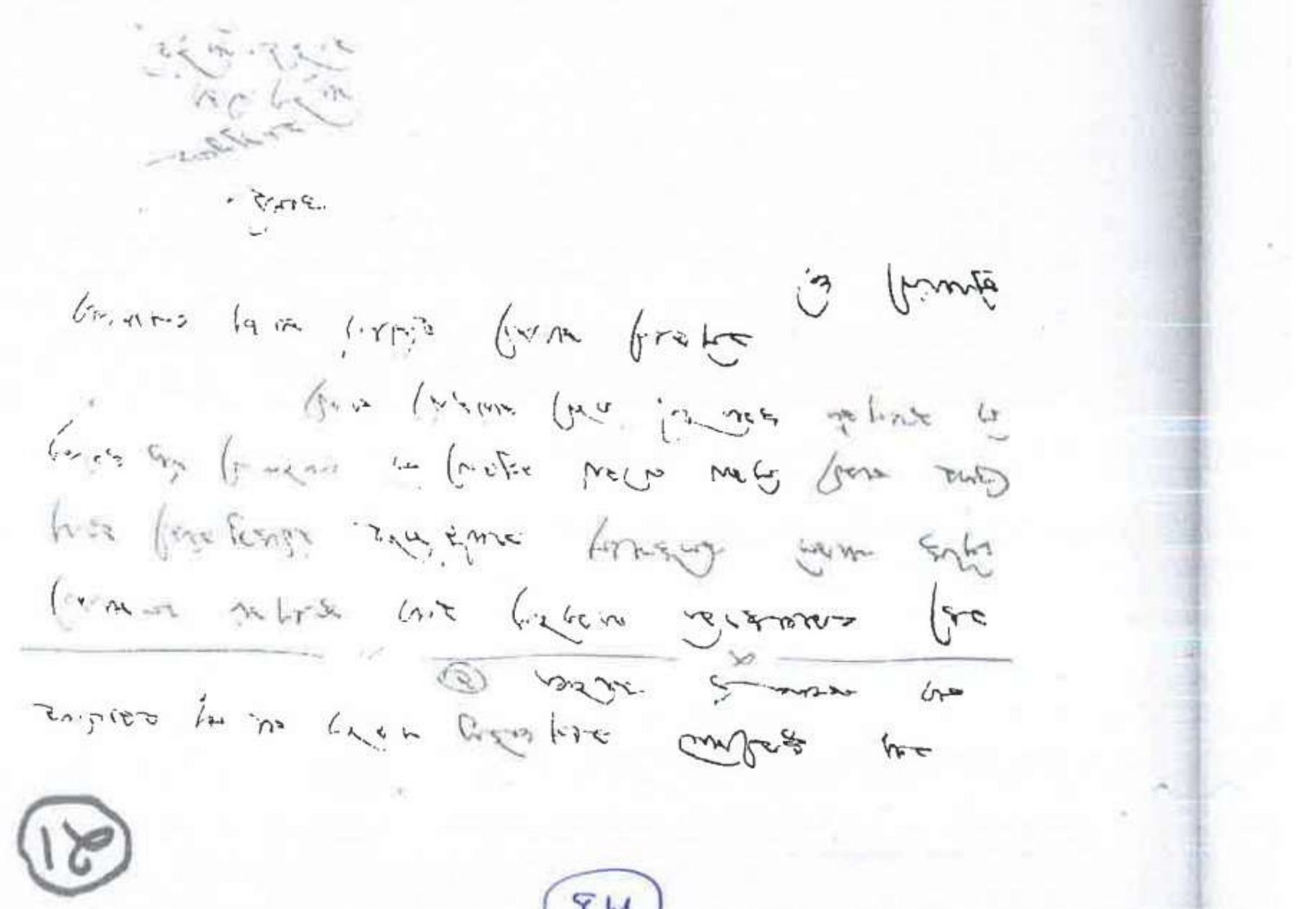
Scanned with OKEN Scanner



Scanned with OKEN Scanner

Scanned with OKEN Scanner

Scanned with OKEN Scanner



Scanned with OKEN Scanner

44

22

Realisation Copy
(Please enclose along with credit advice)

3

Return Statement

Nagrik Sahakari Bank Ltd
Bank
Manager,
Circle,
Surat-395 009

RECEIVED
31 MAY 2002
HDFC BANK
C.M.S.

Period: 20/May/2002 to 30/May/2002

Deposit Ref#	Deposit Date	Drawer / Clearing Location	Inst. No. / Return Remarks	Inst. Date	Liqn. Date	Amnt.
: Surat						
: SPRINT COLLECTIONS(MXTRO)						
	27/05/2002	Mumbai	984321 ACCOUNT BLOCKED	27/05/2002	30/05/2002	3,262,700.00
		Total For Product	SPRINT COLLECTIONS(MXTRO)		:	3,262,700.00
		Total For Client	Adinath Nagrik Sahakari Bank Ltd.		:	3,262,700.00

Page 1

Scanned with OKEN Scanner

(H8)

(23)

020527768

2

HDFC BANK

HDFC BANK LTD.
2nd Floor, Hind Rajasthan Bldg.,
Oak Lane, Fort,
Mumbai : 400 023.

240

MEMORANDUM

Return to : HDFC bank

Cheque No. : 984321

Rs. 3,24,62,700/- Date : 27/5/02

Return Unpaid Reason Market (X)

- ☐ Effect not cleared. Please present again.
- ☐ Full cover not received.
- ☐ Exceeds arrangements.
- ☐ Funds expected. Please present again.
- ☐ Drawer's signature required / differs from specimen.
- ☐ Cheque post dated / stale / un-dated.
- ☐ Cheque mutilated.
- ☐ Payment stopped by drawer.
- ☐ Funds insufficient.
- ☐ Cheque not drawn by this bank.
- ☐ Material alteration in the instrument. requires full
- ☐ signature of the drawer.
- ☐ Clearing stamp of date required.
- ☐ Account closed.
- ☐ Refer to Drawer.
- ☐ Payee's Name Required.
- ☐ Not payable through Mumbai Clearing
- ☒ Account blocked

Date 30/05/02 Signature .....

116

24

HDFC BANK

27/05/2002

Adajan Nagrik Sahakari Bank Ltd. या धारक को OR BEARER

RUPEES Three Crores Twenty Four Lakhs Sixty Two Thousand Seven Hundred only — Rs. 3,24,62,700/-

No. 0010400317011 CA

HO. CASH HAZIRA

ADAJAN NAGRIK SAHKARI BANK LTD. SURAT.

For HOME TRADE LIMITED

Authorised Signatories

C BANK LTD.
04 ,Tulsiani Chambers,F.P.Marg.
nnpoint ,Mumbai - 400 021.

⑈984321⑈ 400240003⑆ 400317⑈ 13 ⑈0003246270000⑈

Scanned with OKEN Scanner

25

ADAJAN NAGRIK SAHAKARI BANK LTD.

Payee

HDFC BANK

27/05/2002

PAY Adajan Nagrik Sahakari Bank Ltd या धारक को OR BEARER

रुपये RUPEES Three Crores Twenty Four Lakhs Sixty Two Thousand Seven Hundred only —

Rs. 3,24,62,700/-

A/c No. 0010400317011 CA

For HOME TRADE LIMITED

HDFC BANK LTD.
101 - 104 ,Tulsiani Chambers,F.P.Marg.
Nariman point ,Mumbai - 400 021.

Authorised Signatories

⑦98432.⑈ 400240003⑆ 40061.⑈ 15

44

अदाजण नागरिक
सहकारी बेंक लि., सूरत
मुक्तानंदनगर, सरदार ब्रीज सर्कल
अदाजण रोड, सूरत-395 009

Adajan Nagrik
Sahakari Bank Ltd., Surat.
"MANTHAN", Muktanandnagar, Sardar Bridge Circle,
Adajan Road, Surat - 395 009

दूरध्वनि/Phone : Chairman/M.D. - 2685751, Manager - 2685748, EPBX - 2690384

118

26

No.

दिनांक/Date :

Above directors & managers do hereby further authorise to appoint a consultant/ advisor/ counsel &. or advocate/solicitor wherever required to initiate necessary legal proceedings to safeguared bank interest. All the directors. & managers do hereby authorise to Approve the terms &. conditions of appointment of professional.

sd/-

President

TRUE COPY

Manager
Adajan Nagrik
Sah. Bank Ltd. Surat.
Dt. 1/2/12

Scanned with OKEN Scanner

अडाजण नागरिक
सहकारी बेंक लि., सूरत
"मंथन" मुक्तानंदनगर, सरदार ब्रीज सर्कल
अडाजण रोड, सूरत 395 009

Adajan Nagrik
Sahakari Bank Ltd., Surat.
"MANTHAN" Muktanandnagar, Sardar Bridge Circle,
Adajan Road, Surat - 395 009

दूरध्वनि/Phone : Chairman/M.D. - 2685751, Manager - 2685748, EPBX - 2690384

No.

दिनांक/Date :

Resolved further that any of the following director viz. mr. Pankaj D. shah, mr. pravinsinh N. mahida, mr. Amratlal N. patel & mr. Ashok J. sheth, the manager of the Bank do hereby authorise to sign & stamp complaint against m/s. Home Trade Limited, their directors, employes, associates concerns & their directors & employes to be filed with NSE, SEBI, Police, RBI & co-operative Department & any other government department & or other concerned authority.

Resolved that any of the following director viz. mr. Pankaj D. shah, mr. pravinsinh N. mahida, mr. Amratlal N. patel, mr Ashok J. sheth, the manager of the Bank do hereby authorise to sign & stamp any document, statement, submission, presentation, clarification & explanation before any authority on behalf of our bank to do necessary expences relating to this matter.

सहकारी बैंक लि., सूरत

Adajan Nagrik
Sahakari Bank Ltd., Surat.

"MANTHAN", Muktanandnagar Sardar Bridge Circle,
Adajan Road, Surat 395 009

दूरध्वनि/Phone : Chairman/M.D. - 2685751, Manager - 2685748, EPBX - 2690384

No. /No.

दिनांक/Date

અડાજણ નાગરિક સહકારી બેંક લિ. ની બોર્ડ મિટીંગ તા. ૨૯-૪-૨૦૦૨ને સોમવારે ૪:30 કલાકે મળેલ તેની મિનિટસ.

ક્રમાંક 3 બેંકના વાર્ષમેન્ટ સીક્યુરીટી બાંકરેલ રોકાણ

ઠરાવ: ૨-૨

Resolved that any of the following Directors viz. mr. pankaj D. shah, mr. pravinsinh N. mahida, mr Amratlal N Patel, & mr. Ashok J sheth the manager of the Bank do hereby authorise to initiate necessary legal proceeding effective steps for recovering deliveries of outstanding government securities lying with the broker & o.o money in lieu thereon from m/s. Home Trade Limited.

ADAJAN NAGRIK SAHAKARI BANK LTD. SURAT.

Adajan Nagrik
Sahakari Bank Ltd., Surat.
"MANTHAN", Muktanandnagar, Sardar Bridge Circle, Adjanan Road, Surat – 395 009.

Phone : Chairman/M.D. – 2685751, Manager, EPBX-2690384

Date :

Adajan Citizens Cooperative Bank Ltd. Minutes of the Board meeting dated 06/10/2000.

Work : 11

The matter of taking and upholding the minutes of investment committee in reading....

Resolution – 11

Resolved to uphold the minutes of the meeting of the Investment Committee held on 26/09/2000 as per the reading thereof.

Unanimously Approved

Place : Surat Sd/-

Date : 06.10.2000 (President)

Scanned with OKEN Scanner

Adajan Nagrik
Sahakari Bank Ltd., Surat.
"MANTHAN", Muktanandnagar, Sardar Bridge
Circle, Adjanan Road, Surat – 395 009.

Phone : Chairman/M.D. – 2685751, Manager, EPBX-2690384

Date :

Adajan Citizens Cooperative Bank Ltd. Minutes of the Board meeting dated 10/09/2001.

Work : 11

The matter of taking and upholding the minutes of investment committee in reading....

Resolution – 11

Resolved to uphold the minutes of the meeting of the Investment Committee held on 19/08/2001 as per the reading thereof.

That investment of Rs.50.00 lakhs has been invested in GOI 2021 10.25% on 29/08/2001 is upheld.

Unanimously Approved

Place : Surat

Sd/-

Date : 14.09.2001

(President)

Scanned with OKEN Scanner

(53)

Adajan Nagrik
Sahakari Bank Ltd., Surat.
"MANTHAN", Muktanandnagar, Sardar Bridge Circle, Adjanan Road, Surat – 395 009.

Phone : Chairman/M.D. – 2685751, Manager, EPBX-2690384

Date :

Adajan Citizens Cooperative Bank Ltd. Minutes of the Board meeting dated 21/12/2001.

Work : 9

Regarding ratifying the meeting of investment committee.

Resolution – 9

Resolved to uphold the minutes of the meeting of the Investment Committee held on 07/12/2001 as per the reading thereof.

		Value in Lakhs	
GOI 2021	10.25	50.00	Sold
SDL 2010	12.00	100.00	Sold
CG 2012	10.25	50.00	Sold
	In Front of him		
GOI 2010	7.50	300.00	Purchase

Unanimously Approved

Place : Surat

Sd/-

Date : 21.12.2001

(President)

Scanned with OKEN Scanner

Adajan Nagrik
Sahakari Bank Ltd., Surat.
"MANTHAN", Muktanandnagar, Sardar Bridge
Circle, Adjanan Road, Surat – 395 009.

Phone : Chairman/M.D. – 2685751, Manager, EPBX-2690384

Date :

Adajan Citizens Cooperative Bank Ltd. Minutes of the Board meeting dated 26/09/2000.

Work : 1

Regarding investment of bank money.

Resolution – 1

Mr. Neeraj A. Anutawi regarding investment in today's investment committee. Surti Chartered Accountant discussing bank's surplus money 12% Gujarat State Development Loan in 2010 Rs.1,00,00,000/- (Rupees One Crore Only) Security Purchase and registration to date and investment Cheque dated 05/10/2000 Home Trade Limited (Share and Government Security Broader) of Mumbai and it was unanimously resolved to include the interest payable from 26/06/2000 to 05/10/2000.

Unanimously Approved

Place : Surat

Sd/-

Date : 26.02.2000

(President)

Scanned with OKEN Scanner

55

Adajan Nagrik
Sahakari Bank Ltd., Surat.
"MANTHAN", Muktanandnagar, Sardar Bridge
Circle, Adjanan Road, Surat – 395 009.

Phone : Chairman/M.D. – 2685751, Manager, EPBX-2690384

Date :

Adajan Citizens Cooperative Bank Ltd. Minutes of the Board meeting dated 24/08/2001.

Work : 2

Regarding investment of bank money.

Resolution – 2

According to Reserve Bank rules, our bank's current investment in Government Securities is Rs.1.50 crore.Apart from this, it is hereby unanimously decided to stop the investment of another rupees 50 lakhs in Government Securities.To make this investment, the chairman managing director and Shri Pankajbhai Shah Director are given such authority to take appropriate decisions.

Unanimously Approved

Place : Surat

Sd/-

Date : 24.08.2001

(President)

Scanned with OKEN Scanner

Adajan Nagrik
Sahakari Bank Ltd., Surat.
"MANTHAN", Muktanandnagar, Sardar Bridge Circle, Adjanan Road, Surat – 395 009.

Phone : Chairman/M.D. – 2685751, Manager, EPBX-2690384

Date :

Adajan Citizens Cooperative Bank Ltd. Minutes of the Board meeting dated 01/12/2001.

Work : 2

Regarding investment of bank money.

Resolution – 2

The Bank's current investment in Government Securities is as follows.

		Rs.Ps.	Rs. In Lakhs
1.	SDL 12% 2010	99.95	99.95
2.	GOI 10.25% 2012	10.25	51.12
3.	CG 10.25% 2012	95.95	47.97

Today's market price is much higher than the purchase price, it is unanimously decided to sell the above security and take the following security and all its powers to the Chairman of the Bank, M.D. And it is unanimously resolved to give Mr. Pankajbhai Shah Director.

Scanned with OKEN Scanner

Subject to Pune Jurisdiction.
Contract note issued by members acting for constituents as Principals
SEBI REGN NO : INB 110624638

Home Trade
home trade ltd.
Tower- [illegible] floor, International
Infotech Park, [illegible] Mumbai - [illegible]
Tel-91-22 [illegible], Fax [illegible]

To,
ADAJHA NAGRIK SAHAKARI BANK LTD, SURAT
MANTHAN MUKTANAND NAGAR
SARDAR BRIDGE CIRCLE
ADARJHA ROAD SURAT - 359 009
Code No. :

CONTRACT NO. 2000 - 2,001/000 10,629
Trade Date : 28/09/2000
Stamp as required under Article 43(f) OR Article 5(b) of schedule 1 to the Bombay Stamp Act, 1958.

I/We have this day entered into the following transactions with you as PRINCIPAL(S) TO PRINCIPAL(S) :

Securities SOLD TO you ADAJHA NAGRIK SAHAKARI BANI Delivery/Clearing			Securities BOUGHT FROM y	
Quantity F.V. Rs.	KIND OF SECURITY	Rate Rs.	Quantity F.V. Rs.	KIND OF SECURITY
[illegible]	[illegible] SDL 2010	99.95	0.00	

This Contract is made subject to the Rules, Bye-Laws and Regulations and usages of The Stock Exchange, Pune.

This Contract is subject to the jurisdiction of the Courts in Pune.

In the event of any claim (whether admitted or not) differences or disputes arising between you and us out of these transactions the matter shall be referred to arbitration in Pune as provided in the Rules, Bye-Laws and Regulations of The Stock Exchange, Pune.

This Contract constitutes and shall be deemed to constitute as provided in Rule [illegible] between you and us that all claims (whether admitted or not) differences or disputes in respect of any dealings, transactions and contracts of a date prior to or pursuant to the [illegible] this contract (including any question whether such dealings, transactions and contracts have been entered into or not) shall be submitted to and decided by [illegible] in the Rules, Bye-Laws and Regulations of the Stock Exchange.

The provisions printed overleaf form a part of the Contract.

Home Trade Ltd.
Member [illegible]

AGRIK SAHAKARI BANK LTD. SURAT

34

employee or any other person with whom the memb[illegible] ge) arising out of or in relation to dealing transactions and contracts made subjects to the Rules Bye-laws and Regulation of the Exchange or with reference to anything incidental there to or in pursuance thereof or relating to their construction, fulfillment or validity or relating to the rights, obligations and liabilities of remisiers,authorised clerk, employees or any other persons with whom the member shares brokerage in relation to such dealings transactions and contracts shall be referred to and decided by arbitration as provided in the Rules Bye-laws and Regulation of the exchange.

Contract Constitutes Arbitration Agreement

b) An acceptance whether express or implied of a contract subject to arbitration as provided in sub-clause(a) and with this provision for arbitration incorporated therein shall constitute and shall be deemed to constitute an agreement between the member and the non-member and non-member concerned that all claims (whether admitted or not) difference and disputes of the nature, referred to in sub-clause(a) in respect of all dealing, transactions and contracts of a date prior or subsequent to the date of the contract shall be submitted to and decided by arbitration as provided in the Rules, Bye-laws and Regulations of the Exchange and that in respect thereof any questions whether such dealings transactions and contracts have been entered into or not shall also be submitted to and decided by arbitration as provided in the Rules, Bye-laws and Regulations of the exchange.

Appointment of Arbitrators

(a) All claims differences and disputes required to be referred to arbitration under these Bye-laws and Regulations shall be referred to the arbitration of two members of the exchange one to be appointed by each party.

Appointment of Arbitrators by parties Jointly or by Partnership Firm

(b) When the claim is against or the difference or dispute with two or more parties jointly or in the alternative or against or with a partnership firm such parties or partners (as the case may be) shall concur in the appointment of one arbitrator and failing such concurrence they shall be deemed to have entitled to make an appointment as required in sub-clause(a).

Appointment of Arbitrators by the Governing Board or President

One payment in advance of the minimum fees of arbitration prescribed under these Bye-laws and Regulations by any party to a claim, difference of dispute the Governing Board of the president of the appoint in arbitrator.

(ii) If either of the arbitration dies or fails or neglects or refuses to act or becomes incapable of acting as an arbitrator before as award is made by them.

Notice and Communications How to be Served

Notice and Communications to a member or non-members shall be served in any one or all of the following ways and any such notice or communication under (i) to (v) be deemed to be served at his ordinary place of business address and/or at his ordinary place of residence and/or at his last known address

(i) By delivering it by hand.
(ii) By sending it by registered post;
(iii) By sending it under certificate of posting;
(iv) By sending it by express delivery post
(v) By sending it by telegram;
(vi) By affixing it on the door at the last known business or residence address
(vii) By its oral communication of the party in the presence of [illegible]
(viii) By advertising it at least once in any daily newspaper [illegible]
(ix) By a notice pasted on the notice board of the exchange [illegible]

Operation of Contract

All dealing, transactions and contracts which are subject to the Rules, Bye-laws and Regulations of the Exchange and every arbitration agreement to which the Rules, Bye-laws and Regulation of the Exchange shall be deemed in all respects to be subject to the Rules, Bye-laws and Regulations of the exchange and shall be deemed to be and shall take effect as wholly made entered into and to be performed in [illegible] and the parties to such dealing, transaction contracts or agreements shall be [illegible] to the jurisdiction of the Courts of Pune for the purpose of giving effect to the Rules, Bye-laws and Regulations of the Exchange.

Trade Date | Remarks | Remark

S. No. | Scrip | Qty | Rate | Brokerage | Sale Value | Net Value

Sd/- Hand | Sd/- Hand | Sd/- Hand

Home Trade

Scanned with OKEN Scanner

CONTRACT NOTE
(Regulation 3.5)

Subject to the jurisdiction of the courts in India

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

home trade ltd.
Tower 4, 5th Floor, Intercontinental Infotech Park, Navi Mumbai - 400 703
Tel: 91-22-781 2444, Tel: 2550, Fax: 91-22-781 2444

To,
ADAJAN NAGRIK SAHAKARI BANK LTD, SURAT
MANTHAN MUKTANAND NAGAR
SARDAR BRIDGE CIRCLE
ADARJHA ROAD SURAT - 359 629
Pin Code:

CONTRACT NO. LBL/NSE/2001 - 2,002/000 6,739
Constituent Order Ref. No.
Stamp as required under Article 43(f) OR Article 5(b) of schedule I to the Bombay Stamp Act, 1958.

For HOME TRADE LIMITED
Authorised Signatory Director

I/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 (In Rs.)	Repo Rate (%)	OA (In Lacs)
29082001002	GS	GOI 2021	10.25		NA	50.00	102.25		NA

ST - Security Type TT - Trade type OA - Order Attributes (REPO - REPO NON REPO)

TRANSACTION DETAILS

Trade Date 29/08/2001 Settlement Date 31/08/2001

B/S	ON	TN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
B	29082001002	50,04	4:01:21		HOME TRADE	30/05/2001	5,112,500.00		129,549.61	[illegible]	[illegible]

1,29548=61 52,42.048=61

ABBREVIATIONS

B/S - Buy/Sell
ON - Order No.
TN - Trade No.
TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker 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

Scanned with OKEN Scanner

CONTRACT NOTE

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 inrespect 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 Limited, Bombay

For HOME TRADE LIMITED

Authorised Signatory/Director

Scanned with OKEN Scanner

CONTRACT NOTE

(Regulation 7.5)

Subject to the jurisdiction of the courts in India

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

home trade ltd.

To,
ADAJHA NAGRIK SAHAKARI BANK LTD, SURAT
MANTHAN MUKTANAND NAGAR
SARDAR BRIDGE CIRCLE
ADARJHA ROAD SURAT - 359 009
Pin Code :

CONTRACT NO. LBL/NSE/2001 - 2,000/000 6,401
Constituent Order Ref. No.
Stamp as required under Article 43(f) OR Article 5(b) of schedule 1 to the Bombay Stamp Act, 1958.

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

For HOME TRADE LTD

Authorised Signatory/Director

SECURITY DETAILS

Order Number	ST	Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs).	Price (In Rs.)	Repo Rate (%)	OA (In Lacs)
0015012001202	TT	CG2012	10.25		NA	50.00	95.05		NA

ST - Security Type TT - Trade type OA - Order Attributes (RE/NR - REPO/NON REPO)

TRANSACTION DETAILS

Trade Date 15/01/2001 Settlement Date 15/01/2001

B/S	ON	TN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
B	0015012001202	34,01	2:03:21		EURO	01/12/2000	4,797,500.00		(62,638.89)	0.00	4,860,138.89

62638=89 4860,138=89

CODES

B/S - Buy/Sell
ON - Order No.
TN - Trade No.
TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker 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

EXHIBIT - B

61

32

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 inrespect 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 shall 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

Years Faithfully

Member of National Stock Exchange of India Ltd. Bombay

For HOME TRADE LTD.

Authorised Signatory

CONTRACT NOTE
(Regulation 3.5)

Subject to the jurisdiction of the courts in India

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

home trade ltd.
Tower 4, 5th Floor, International Infotech Park, Navi Mumbai - 400 703
Tel: 781 2550, Fax: 91-22 781 2551

To,
ADAJAN NAGRIK SAHAKARI BANK LTD, SURAT
MANTHAN MUKTANAND NAGAR
SARDAR BRIDGE CIRCLE
ADARSHA ROAD SURAT - 359 009
Pin Code :

CONTRACT NO. LBL/NSE/2001 - 2,002/000 6,905
Constituent Order Ref. No.
Stamp as required under Article 43(f) OR Article 5(b) of schedule 1 to the Bombay Stamp Act. 1958.

For HOME TRADE LIMITED
Authorised Signatory Director

I/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 (In Rs.)	Repo Rate (%)	OA (In Lacs)
05122001552	GZ	SDL 2010	12.00		NA	100.00	119.00		NA

ST - Security Type TT - Trade type OA - Order Attributes (REPO/NON REPO)

TRANSACTION DETAILS

Trade Date 05/12/2001 Settlement Date 07/12/2001

B/S	ON	TN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
S	05122001552	52,00	2:01:29		HOME TRADE	26/09/2001	11,900,000.00		236,666.67	0.00	12,136,666.67

121,36666=67

CODES

B/S - Buy/Sell
ON - Order No.
TN - Trade No.
TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker 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

EXHIBIT - D

62

34

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 inrespect 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

Authorised Signatory/Director

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 inrespect 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 ROME TRADE LIMITED

Authorised Signatory/Director

65

38

CONTRACT NOTE

(Regulation 3.5)

Subject to the jurisdiction of the courts in India

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

home trade ltd.

To,
ADAJAN NAGRIK SAHAKARI BANK LTD. SURAT
MANTHAN MUKTANAND NAGAR
SARDAR BRIDGE CIRCLE
ADARJHA ROAD SURAT - 359 009
Pin Code :

CONTRACT NO. LBLNSE/2001 - 2,002/000 6,907
Constituent Order Ref. No.
Stamp as required under Article 43(f) OR Article 5(1) of schedule 1 to the Bombay Stamp Act, 1958.

For HOME TRADE LIMITED

Authorised Signatory/Director

I/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 (In Rs.)	Repo Rate (%)	OA (in Lacs)
051222[illegible]554	TT	CG2012	10.25		NA	50.00	116.00		NA

ST - Security Type TT - Trade type OA - Order Attributes REPO - REPO/NON REPO

Trade Date 05/12/2001 Settlement Date 07/12/2001

TRANSACTION DETAILS

B/S	ON	TN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
S	05122201554	[illegible]	2:10:59		HOME TRADE	01/12/2001	5,800,000.00		8,541.67	0.00	5,808,541.67

58,08,541.67

CODES

B/S - Buy/Sell
ON - Order No.
TN - Trade No.
TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker 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

ADAJAN NAGRIK SAHAKARI BANK LTD. SURAT.

CONTRACT NOTE

(Regulation 3.5)

Subject to the jurisdiction of the courts in India

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

home trade ltd.
Tower 4, 5th Floor, International
Infotech Park, Navi Mumbai - 400 703
Tel: 91 22 761 2444, 761 2550, Fax: 91 22 761 2

To,
ADAJAN NAGRIK SAHAKARI BANK LTD, SURAT
MANTHAN MUKTANAND NAGAR
SARDAR BRIDGE CIRCLE
ADARJHA ROAD SURAT - 359 009
Pin Code :

CONTRACT NO. LBL/NSE/2001 - 2,002/000 6,969
Constituent Order Ref. No.
Stamp as required under Article 43(f) OR Article 5(b) of schedule 1 to the Bombay Stamp Act, 1958.

For HOME TRADE LIMITED
Authorised Signatory/Director

I/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 (In Rs.)	Repo Rate (%)	OA (in Lacs)
05122001556	GS	GOI 2021	10.25		NA	50.00	118.50		NA

ST - Security Type TT - Trade type OA - Order Attributes (RE/NR - REPO/NON REPO)

TRANSACTION DETAILS

Trade Date 05/12/2001 Settlement Date 07/12/2001

B/S	ON	TN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
S	05122001556	52,02	2:18:16		HOME TRADE	30/11/2001	5,925,000.00		9,965.28	0.00	5,934,965.28

CODES:

B/S - Buy/Sell
ON - Order No.
TN - Trade No.
TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker 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

34

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 in respect of any dealings , transactions and contracts of a date all claims(whether admitted or not),differences and dispute 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.

Yours Faithfully

Member of National Stock Exchange of India Ltd. Bombay

For HOME TRADE LIMITED

Authorised Signatory/Director

BOMBAY

CONTRACT NOTE
(Regulation 3.5)

Subject to the jurisdiction of the courts in India

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

home trade ltd.
Tower 4, 5th Floor, International
Infotech Park, Navi Mumbai - 400 703
Tel 91 22 781 2444, 781 2550, Fax 91 22 761 204

To,
ADAJAN NAGRIK SAHAKARI BANK LTD, SURAT
MANTHAN MUKTANAND NAGAR
SARDAR BRIDGE CIRCLE
ADARJHA ROAD SURAT - 359 009
Pin Code :

CONTRACT NO. LBL/NSE/2001 - 2,002/000 6,911
Constituent Order Ref. No.
Stamp as required under Article 43(f) OR Article 5(b) of schedule 1 to the Bombay Stamp Act, 1958.

For HOME TRADE LIMITED
Authorised Signatory/Director

I/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 (In Rs.)	Repo Rate (%)	QA (in Lacs)
0512200155S	GS	CG 2010	7.50		NA	300.00	101.50		NA

ST - Security Type TT - Trade type OA - Order Attributes (RE/NR - REPO/NON REPO)

TRANSACTION DETAILS

Trade Date 05/12/2001 Settlement Date 07/12/2001

B/S	ON	TN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
B	0512200155S	52,03	2:26:09		HOME TRADE	12/11/2001	30,450,000.00		156,250.00	0.00	30,606,250.00

CODES

B/S - Buy/Sell
ON - Order No.
TN - Trade No.
TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker 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

EXHIBIT-E

69

70

Scanned with OKEN Scanner

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 inrespect 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

Authorised Signatory

(41)

(41)

A.MSB/GF N. 845/01.02

To,
The General Manager,
Home Trade Ltd.
Tower 4, 5th Floor,
Vashi Rly. Station Complex,
Navi Mumbai - 400703.

Dear Sir,

Subject:- 1) Non Receipt of Accrued Interest - Security 12% IDL - 2010 Coupon due 15.01.02 & 15.07.02
2) Non Receipt of Security - 11.30% - CG 2010 - 2002

Please refer to our letter no. MSB/GF/... dated 25.01.2002 regarding the above subject.

It is understood from your letter dated 24.1.2002 that you have received payment of P. & I. amounts (which we have not received from you) from concerned bank, towards maturity - 12% - IDL - 2010. We, now request you to expedite your efforts for claiming interest and maturity to send it to us at the earliest.

We have purchased the following security on 7.12.2001 but till date we have not received the above security duly transferred in our Demat name.

SAHAKARI BANK LTD. - ADAJAN SURAT

72

42

- 2 -

Security Money : [illegible]

[illegible]

Mr. [illegible]

to Lenderen the above [illegible]

panel.

Thanking you,

[illegible]

[illegible]

[illegible]

c.c. To : Mr. Hiraj [illegible]

Surya Flats, Above Surya [illegible]

Sardar Patel Rd Bharuch [illegible]

with a request to [illegible] the

above matters [illegible]

& security.

ADAJAN NAGRIK SAHAKARI BANK LTD. SURAT.

(73)

(43)

ANSB/1071/01-02

[illegible] 2012

To,
The General Manager,
Home Trade Ltd.
Tower 4, 5th floor,
Vashi Railway Station Complex,
Navi Mumbai 400703

Dear Sir,

Subject:- Non Receipt of security of 200 logs - C.C. 2013 - [illegible]

We have purchased the above security on 7.12.2011 but till date not received the security duly transferred in our favour name. In this regard, we have also sending a letter on 25.01.2012, but till date we have not received any response from your office.

We, therefore, once again request you to arrange to handover the above security at the earliest. Thanking you.

Yours faithfully
[illegible]
Manager

C.C. To: Mr. Nirajbhai A. Zinzala - Surya Block, Nanpura Chowk - 395001.
Surya Shopping Complex, Sarasbaug Rd.
With a request to look into the matter to enable us to receive the above security.

NAGRIK SAHAKARI BANK LTD. ADAJAN SURAT.

(7H)

(44)

ANSB/36/02-03

To,
The General Manager,
Home Trade Ltd.
Tower 4, 8th floor.
Vashi Railway Station Complex
Navi Mumbai. 400703.

Dear Sir,

Sub: Non receipt of security Rs.3.00 crores - C.G.2010 - reg.

We have immediate attention is invited to our earlier letter No ANSB/GEN:245/01.02 dated 28.2.2002 and No ANSB/4071/01.02 dated 18.3.2002 on the above subject in the above letters we drawing your attention to non-receipt of above security which we have purchased on 7.12.2001. As we have not received the above security duly transferred in our Book's account we therefore once again request you to arrange to handover the above security immediately.

Thanking you.

Yours faithfully,
Manager

c.c. To: Mr. Hinojbhai A. Surati - Surya Flats, Above Surya Shopping Complex Saroshnagar Bhavnagar - 364001
Pl. inform to our Mr. Talk on the subject and the above company
We request you to follow up with the above company to enable us to receive the above security.

ADAJAN NAGRIK SAHAKARI BANK LTD.

(75)

(45)

To,
The General Manager.
Home Trade Ltd.
Tower 4, 5th Floor,
Vashi Railway Station
Complex,
Navi Mumbai.

HOME TRADE LTD.
GOOD RECEIVED
RECEIVED
DATE: 12/04/12
VERIFICATION

Dated 25.4.2012 and the [illegible] as above

ADAJAN NAGRIK SAHAKARI BANK LTD.

(76)

(46)

EXHIBIT - G

[illegible] 13, 2002

Adajan Nagrik Sahakari Bank Limited
Modhan Muktanand Nagar
Sardar Bridge Circle
Adajan Road
Surat - 369 009

Dear Sir,

We refer to the telephonic discussion we had with you regarding outstanding deliveries of 8.07% GOI 2017 for face value of Rs.3 crores. As mentioned to you normally we source physical deliveries from different states in order to get price benefit. These deliveries are available in odd lots, which require either split or consolidation. Both these processes takes time and the time varies between 60-90 days. It also involves signature verification and attestation by the concerned authorities to avoid bad delivery problems.

With regard to your outstanding deliveries, we would like to inform you that we are doing regular follow-ups with our counter party in order to expedite the deliveries. We have been informed by the counter party that there is a dispute between the counter party and the original seller about price variation. Due to this, inspite of the fact that we have already made payment, we are not able to get the delivery. In our last communication we have been informed by our counter party that if they donot deliver the stock by April 30, 2002, they will refund the amount along with interest. They have also agreed to give us a post dated cheque of May 27, 2002. Since, we don't have any other option, we request you to wait till April 30, 2002. If we don't deliver the stock by April 30, 2002, you may encash the enclosed post dated cheque no. 984321 of Rs.3,24,62,700/- dated May 27, 2002 drawn on HDFC Bank Limited.

We assure you that this transaction in any case will not be carried over beyond May 28, 2002. We also assure you that we will compensate the bank for interest loss if any.

We solicit your co-operation to resolve this issue amicably

Thanking you

Yours sincerely
For Home Trade Limited

Sanjay Agarwal
CEO

home trade ltd.

[illegible]
Navi Mumbai [illegible]
Tel: (91-22) 741 [illegible]
Fax: (91-22) 741 2548

Inward No. [illegible]
Date 9.5.APR 2002
Initial [illegible]

ADAJAN NAGRIK SAHAKARI BANK LTD.

77

47

Revised Adjustment Letter

Date: 28th March 2002

To,
Adajan Nagarik Sahakari Bank Ltd.,
Surat.

Kind Attn : Mr. Pankaj Shah

Dear Sir,
This is to inform you about the various transactions done as on value date 30/03/2002

Home Trade to Buy

Sr. No.	Scrip Name	Contract No.	Face Value	Total Consideration
1	7.50% GOI 2010	7553	3,00,00,000.00	3,16,12,500.00
	A		Total Payable	3,16,12,500.00

Home Trade to Sell

Sr. No.	Scrip Name	Contract No.	Face Value	Total Considerations
1	8.07% GOI 2017	7555	3,00,00,000.00	3,20,79,375.00
	B		Total Receivable	3,20,79,375.00

(B) Net Receivable : Rs. 3,20,79,375.00
(A) Net Payable : Rs. 3,16,12,500.00

(B-A) Net Receivable By Us : Rs. 4,66,875.00

Kindly confirm the above deal.

Thanking You.
Yours Truly,
For Home Trade Ltd.

(Authorized Signatory)

home trade ltd.
Tower 1, 5th Floor,
Vashi Rly. Station Complex
Navi Mumbai - 400 703
Tel: (91-22) 781 2141-11
Fax: (91-22) 781 2518

ADAJAN NAGRIK SAHAKARI BANK LTD. SURAT.

Scanned with OKEN Scanner

CONTRACT NOTE
(Regulation 3.5)

Subject to the jurisdiction of the courts in India.

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

home trade ltd.
Tower A, 5th Floor, International
Infotech Park, Navi Mumbai - 400 703
Tel: 91-22 781 2444, 782 2550, Fax: 91-22-781 2[illegible]

To,
ADAJAN NAGRIK SAHAKARI BANK LTD, SURAT
MANTHAN MUKTANAND NAGAR
SARDAR BRIDGE CIRCLE
ADARJHA ROAD SURAT - 359 009
Pin Code :

CONTRACT NO. LBL/NSE/2002 - 2,001/000 7,553
Constituent Order Ref. No.
Stamp as required under Article 43(f) OR Article 5(b) of schedule 1 to the Bombay Stamp Act, 1958.

For HOME TRADE LIMITED

Authorised Signatory

I/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 (In Rs.)	Repo Rate (%)	OA (in Lacs)
2803200202	TT	CG 2010	7.50		NA	300.00	102.50		NA

ST - Security Type TT - Trade type OA - Order Attributes (RE/NR - REPO/NON REPO)

TRANSACTION DETAILS

Trade Date 28/03/2002 Settlement Date 30/03/2002

B/S	ON	TN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
S	2803200202	1,234	11:22:15		HOMETRADE	12/11/2001	30,750,000.00		862,500.00	0.00	31,612,500.00

Remarks

B/S - Buy/Sell
ON - Order No.
TN - Trade No.
TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker 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

78

48

Scanned with OKEN Scanner

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 inrespect 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

Authorised Signatory

Scanned with OKEN Scanner

ADAJAN NAGRIK SAHAKARI BANK LTD. SURAT

CONTRACT NOTE

(Regulation 3.5)

Subject to the jurisdiction of the courts in India

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

home trade ltd.
Tower 4, 5th Floor, International Infotech Park, Navi Mumbai - 400 703
Tel: 91-22-781 2444, 781 2550, Fax: 91-22-781 2448

To,
ADAJAN NAGRIK SAHAKARI BANK LTD, SURAT
MANTHAN MUKTANAND NAGAR
SARDAR BRIDGE CIRCLE
ADARJHA ROAD SURAT - 359 009
Pin Code :

CONTRACT NO. LBL/NSE/2002 - 2,001/000 7,555
Constituent Order Ref. No.
Stamp as required under Article 43(f) OR Article 5(b) of schedule 1 to the Bombay Stamp Act, 1958.

For HOME TRADE LIMITED

Authorised Signatory

I/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 (In Rs.)	Repo Rate (%)	OA (in Lacs)
2803200204	TT	GOI 2017	8.07		NA	300.00	105.25	-	NA

ST - Security Type TT - Trade type OA - Order Attributes (RE/NR - REPO/NON REPO

TRANSACTION DETAILS

Trade Date 28/03/2002 Settlement Date 30/03/2002

B/S	ON	TN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
B	2803200204	1,235	11:45:54		HOMETRADE	15/01/2002	31,575,000.00	-	504,375.00	0.00	32,079,375.00

Remarks

B/S - Buy/Sell
ON - Order No.
TN - Trade No.
TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker 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

Scanned with OKEN Scanner

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 inrespect 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

Authorised Signatory

ADAJAN NAGRIK SAHAKARI BANK LTD. SURAT

CONTRACT NOTE

(Regulation 3.5)

Subject to the jurisdiction of the courts in India

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

home trade ltd.

Tower 4, 5th Floor, International Infotech Park, Navi Mumbai - 400 703
Tel: 91 22 761 2444, 761 2550, Fax: 91 22 761 2540

To,
ADAJAN NAGRIK SAHAKARI BANK LTD, SURAT
MANTHAN MUKTANAND NAGAR
SARDAR BRIDGE CIRCLE
ADARJHA ROAD SURAT - 359 009
Pin Code :

CONTRACT NO. LBL/NSE/2002 - 2.003/000 7,557
Constituent Order Ref. No.
Stamp as required under Article 43(f) OR Article 5(b) of schedule 1 to the Bombay Stamp Act, 1958.

For HOME TRADE LIMITED

Authorised Signatory

I/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 (In Rs.)	Repo Rate (%)	OA (in Lacs)
2605200202	TT	GOI 2017	8.07		NA	300.00	105.25		NA

ST - Security Type TT - Trade type OA - Order Attributes (RE/NR - REPO/NON REPO)

TRANSACTION DETAILS

Trade Date 26/05/2002 Settlement Date 27/05/2002

B/S	ON	TN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
S	26052[illegible]202	1.236	12.11:01		HOMETRADE	15/01/2002	31,575,000.00		887,700.00	0.00	32,462,700.00

Remarks

B/S - Buy/Sell
ON - Order No.
TN - Trade No.
TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker 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

83

50

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 inrespect 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. Bye-Laws

For HOME TRADE LIMITED

Scanned with OKEN Scanner

(85)

(51)

अडाजण नागरिक
सहकारी बैंक लि., सूरत

"मंथन", मुक्तानंदनगर, सरदार ब्रीज सर्कल,
अडाजण रोड, सूरत-395 009.

Adajan Nagrik
Sahakari Bank Ltd., Surat.

"MANTHAN" Muktanandnagar, Sardar Bridge Circle,
Adajan Road, Surat - 395 009

દૂરધ્વનિ/Phone : Chairman/M.D. - 2685751, Manager - 2685748, EPBX - 2690384

નં./No. :

દિનાંક/Date :

અડાજણ નાગરિક સહકારી બેંક લિ., ની ઈન્વેસ્ટમેન્ટ કમીટીની મીટીંગ તા. ૦૬-૧૨-૦૧ ના રોજ મળેલ જેની મીનીટસ.

વિષય: ૨

ગવર્નમેન્ટ સીકયુરીટીના વેચાણ તથા ખરીદી બાબત.-

ઠરાવ:-

ગવર્નમેન્ટ સીકયુરીટીમાં બેંકનું રોકાણ ઈન્વેસ્ટમેન્ટ નીચે મુજબ કરે.

		ખ.કિ.	ભાવના લાભમાં
1.	GDL 12% 2010	૯૯.૯૫	૯૯.૯૫
2.	G.C. 10.25% 2012	102.25	51.12
3.	C.G. 10.25% 2012	૯૫.૯૫	૮૭.૯૭

આજનો બજારભાવ બેંકે ખરીદ કરેલ કિંમત કરતા ઘણો વધુ હોય ઉપરની સીકયુરીટીનું વેચાણ કરી નીચે મુજબની સીકયુરીટી લેવાનું સર્વાનુમતે ઠરાવવામાં આવે છે. અને તેની તમામ સત્તા બેંકના ચેરમેન શ્રી, એમ.ડી.શ્રી તથા શ્રી રંજીતભાઈ શાહ ડિરેકટરને આપવાનું સર્વાનુમતે ઠરાવવામાં આવે છે.

		ખ.કિ.	ભાવના લાભમાં
1.	50% C.G. 2010	101.50	304.50

સ્થળ:- સુરત

તારીખ:- ૦૬-૧૨-૨૦૦૧

સર્વાનુમતે મંજુર

સહી/-

મંત્રી

(86)

(52)

Date: 02/05/2002.

To
The Manager,
The Adajan Nagrik Sahakari Bank Ltd.,
MANTHAN, Muktanagar,
Sardar Bridge Circle, Adajan Rd.,
Surat – 395 003

Dear Sir,

SUB : Cheque Realisation Certificate.

REF : i)Chq.# 101222 Amt. 1,00,25,000.00 dated 05/10/2000
ii)Chq.# 101564 Amt. 48,60,138.89 dated 15/01/2001
iii)Chq.# 306152 Amt. 52,42,048.61 dated 30/08/2001
iv)Chq.# 306492 Amt. 67,26,076.38 dated 07/12/2001

With respect to the above mentioned subject, we hereby confirm that the cheques mentioned in ref # i, ii, iii & iv had been issued by your bank favouring Home Trade Ltd., Mumbai. The said cheques were cleared on dates 05/10/2000, 15/01/2001, 04/09/2001 and 07/12/2001 respectively.

Hoping for your kind co-operation & assuring you of our best services as always, we remain

Yours sincerely
For, HDFC BANK LTD.,

Authorised Signatory.

Scanned with OKEN Scanner

87

53

Rander Police Station,
Surat City
Gujarat

Dear Sir,

Sub: Offence registered against Home Trade Ltd., by Rander Police Station.

We refer to your letters dated 8th October 2002 and enclose herewith;

1. Statement of accounts for the following accounts (all the accounts opened with our Bank) for the accounting period 2001-02
2. CSGL statements for the for the accounting period 2001-02
3. Kindly note the balance in their account as on date, which had been blocked.

Account Number	Balance as on date
0010400317011	Rs. 3,746=47
0010400317038	Rs. 42,883=14
0600801219004	Rs. 55,435=72
0600801246001	Rs. 1,00,939=26
0600802307004	Rs. 10,000=00
0960027125018	Rs. 69,915=80
0960027125026	Rs. Nil
0880026570018	Rs. Nil
0990026570026	Rs. Nil
5422340000017	Rs. 7,05,196=47

Kindly acknowledge the receipt of the above statements.

Thanking you,

For HDFC Bank Ltd.,

Authorised Signatory
Encl:- As above

Scanned with OKEN Scanner

88

54

GOVERNMENT OF INDIA
MINISTRY OF FINANCE & COMPANY AFFAIRS
DEPARTMENT OF COMPANY AFFAIRS
OFFICE OF REGISTRAR OF COMPANIES
PMT COMMERCIAL BUILDING 3rd FLOOR
DECCAN GYMKHANA
PUNE-4.

No. ROCP/Record/2002/ 2010 **SPEED POST** Date: 14/15/2002/ 25/10/2002

To,
Mr. R.M. Puwar,
Police Sub Inspector,
Rander Police Station,
Surat City, Gujarat.

Sub: Certified true copy of M/s. Home Trade Ltd., Co.No. 25-14018 (Old No. 72190)

Ref: As per your application dated 09/10/2002.

*****

Sir,

With reference to the above please find enclosed herewith the certified true copies as per annexture 'A.'

Kindly acknowledge the receipt.

Encl: As above.

Yours faithfully,

(S.RAMAKANTHA)
REGISTRAR OF COMPANIES,
PUNE

Scanned with OKEN Scanner

1) M.O.A dt. 18.5.1993 → No. 1
Regd on 27.3.93.

2) A.O.A dt. 18.5.1993 → No. 2
Regd on 27.3.93

4) Form No. 18. dt. 18.5.1993 → No. 2
Regd on 27.3.93

5) Form No. 32 dt. 21.6.93 → No. 10
Regd on 20.4.95

6) Form No 32 dt. 18.8.94 → No 11
Regd on 26.4.95

7) Form No. 32 dt. 22.3.95 → No. 16
Regd on 29.5.96

8) Form No. 32 dt. 30.11.95 → No. 23
Regd on 29.5.96

9) Form No. 18 dt. 15.6.2000 → No. 29.
Regd on 29.09.98

10) Form No. 32 dt. 7.3.2000 → No. 14
Regd on 3.4.2000

11) Form No. 29. dt. 14.5.2001
Regd on 21.6.2001 → No. 29.

12) Form No. 32 dt. 13.10.2001 → No. 32
Regd on 25.5.2002

13) Form No. 29 dt. → No. 29.
Regd on [illegible]

14) Form No. 32 dt. 11.6.2001 → No. 33
Regd on 21.1.2004

15) Certificate of the Name under Section-Act 1956

16. Fresh Certificate of Incorporation consequent to change of the Name

(90)

(56)

c)

3) A.O.A dt. 15.5.1993 ⇒ No. 2
Regd on 27-3-93

4) Form No. 18 dt. 15.5.1993 ⇒ No. 2
Regd on 27.3.93

5) Form No. 32 dt. 21-6-93 ⇒ No. 10
Regd on 20-4-95

6) Form No 32 dt. 18-8-94 ⇒ No 11
Regd on 26-4-95

7) Form No. 32 dt 22-3-95 ⇒ No. 16
Regd on 29-5-96

8) Form No 32 dt. 30-11-95 ⇒ No. 25
Regd on 29-5-96

9) Form No. 18 dt. 15-6-2000 ⇒ No 29.
Regd on 21-05-08

10) Form No. 32 dt. 7.3.2000 ⇒ No 14
Regd on 7.4.2000

11) Form No 29. dt. 14-5-2001 ⇒ No. 24.
Regd on 21.6.2001

12) Form No 32 dt 10.10.2001 ⇒ No. 32
Regd on 25.5.2002

13) Form No. 29 dt ⇒ No. 19
Regd on 21-11-2002

14) Form No. 32 dt. 11.6.2001 ⇒ No. 23
Regd on 21-1-2004

11) Certificate of the Name under Section-Act 1956

10. Fresh Certificate of Incorporation consequent to the change of the Name

(91)

(57)

JTA12
Telephone:Off.(Direct) & Fax:5530042
:Gen :5521376
e-mail : roc-pun@sb.nic.in

GOVERNMENT OF INDIA
MINISTRY OF FINANCE & COMPANY AFFAIRS
DEPARTMENT OF COMPANY AFFAIRS
OFFICE OF REGISTRAR OF COMPANIES
PMT COMMERCIAL BUILDING 3rd FLOOR
DECCAN GYMKHANA
PUNE-4.

No. ROCP/Record/2002/ 7000 **SPEED POST** Date: 25/10/2002

To,
Mr. R.M. Puwar,
Police Sub Inspector,
Rander Police Station,
Surat City, Gujarat.

Sub: Certified true copy of M/s. Home Trade Ltd., Co.No. 25-14018 (Old No. 72190)

Ref: As per your application dated 09/10/2002.

*****

Sir,

With reference to the above please find enclosed herewith the certified true copies as per annexture 'A.'

Kindly acknowledge the receipt.

Encl: As above.

Yours faithfully,

(S.RAMAKANTHA)
REGISTRAR OF COMPANIES,
PUNE

Scanned with OKEN Scanner

Annexure 'A'

Statement of Encroachment [illegible]

(P.No 1 [illegible] 92130)

2) M.O.A. dt. 18.5.1993 → No 1
Regd on 27.3.93.

3) A.O.A dt. 18.5.1993 → No 2
Regd on 27.3.93

4) Form No 18. dt. 18.5.1993 → No 2
Regd on 27.3.93

5) Form No. 32 dt 21.6.93 → No. 10
Regd on 20.4.95

6) Form No 32 dt. 18.8.94 → No 11
Regd on 26.4.95

7) Form No. 32 dt 22.3.95 → No 16
Regd on 24.5.96

8) Form No 32 dt. 30.11.95 → No. 25
Regd on 24.5.96

9) Form No. 18 dt. 15.6.1998 → No 29.
Regd on 29.09.98

10) Form No. 32 dt. 7.3.2000 → No 14
Regd on 3.4.2000

11) Form No 29. dt. 14.5.2001 → No. 24.
Regd on 22.6.2001

12) Form No 32 dt 10.10.2001 → No. 32
Regd on 25.6.2002

13) Form No. 29 dt → No. 17.
Regd on 20.4.2006

Date : 12.03.2003

1. No. of Charge : 6/2003, Dated 06.01.2003.

2. No. and Date of First Information : Randher Police Station, I. 226/02 Dated 30.08.2002.

3. Name of Complainant or Information : Shri Ashok Jayantilal Sheth, Authorized Manager The Adjanan Nagrik Sahakari Bank Limited, "Manthan" Apartment, Adajanan Road, Surat.

4. Accused : (1) Shri Ketan Kantilal Sheth, residing at 193, Lalit Kutir, 9 Gulmohar Road, JVPD, Juhu, Mumbai's Last Date : 01.10.2002.

5. Forwarded in Custody : at 15:00 Hrs. Arrested and produced in the Namdar Court within the term, remanded from 06/10/2002 to 11/02/2002 and sent to the Namdar court custody within the term.

Scanned with OKEN Scanner

(94)

		Rs.Ps.	Rs. In Lakhs
1.	7.50% CG 2010	101.50	304.50

Unanimously Approved

Place : Surat

Sd/-

Date : 06.12.2001

(President)

Scanned with OKEN Scanner

5- Charge
૫- તહોમત

[૪] આરોપી [illegible] [illegible] (૧૩) [illegible]
[illegible] (૧૪) [illegible] [illegible] (૧૫) [illegible]
[illegible] [illegible] [illegible] (૧૬) [illegible]
[illegible] [illegible] [illegible] (૧૭) [illegible]
[illegible] [illegible] [illegible] (૧૮) [illegible]
[illegible] [illegible] [illegible] (૧૯) [illegible]
[illegible] [illegible] [illegible] (૨૦) [illegible]
[illegible] [illegible] [illegible] (૨૧) [illegible]
[illegible] [illegible] [illegible] (૨૨) [illegible]
[illegible] [illegible] [illegible]

Scanned with OKEN Scanner

Randher I. 226/02, I.P.C. Section 420 etc. Randhan Police Station No.2 of Adhiya of the charge sheet of the case of the said crime.

Date : Thana (1) accordingly.

1. No. of Charge : /03

2. No. and date of First Information : as per Page No.1.

3. Name of Complainant or Informant : as per Page No.1

4. Accused Person : as per Page No.1

   a) Forwarded in Custody.

   b) Admitted to Bail :

   c) Not sent for Trial : As per Page No.1

5. Charge : As per Page No.1

6. Name of Witnesses : (1) Again to the Prayer, (2) Hon'ble Bank Chairman Shri Haribhai Ranchhodji Patel, residing at B-4, Nandan Apartment, Adjanan. (3) Hon'ble Bank Director Shri Pankajbhai Dhanshukhlal Shah, residing at Adjanan, Surat, (4) Hon'ble Asst. Manager Mukeshbhai Ranchhodji Nayak,

Scanned with OKEN Scanner

residing at 33, Narayan Apartment, Ashanagar, Navsari. (5) G.M. Shri R. M. Tushar P.S.I. Randher Police Station.

7. Property Found : Nil.

8. Date and Hour of Despatch : Dt.03.01.2003 time 11.00 Hrs.

Sd/-

(Signature of Investigating Officer)

Scanned with OKEN Scanner