अनुक्रमणिका

आर्थिक गुन्हे विभाग, मुंबई, कक्ष -५(जनरल चिटींग -३)

गु.र.क्र.३२/२०२४, भा.द.वि. कलम- ४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४

(सहार पोलीस स्टेशन गु.र.क्र.४६४/२०२४)

कोर्ट केस क्र. /२०२६

अंतिम अहवाल (B summary)

फाईल क्र.-०१

अ.क्र	तपशील	मुळ Original	साक्षांकीत /स्थळप्रत	छायांकीत
१	अंतिम अहवाल (B Summary)	१ ते ३५	--	--
२	गुरक्र ३२/२०२४ ची प्रथम खबर प्रत	३६ ते ४१	--	--
३	फिर्यादी विकास केशवराम शुक्ला यांचा जबाब	४२ ते ४७	--	--
४	फिर्यादी विकास केशवराम शुक्ला यांचा पुरवणी जबाब	४८ ते ४९	--	--
५	श्री.विकास केशवराम शुक्ला यांनी आर्थिक गुन्हे विभाग,मुंबई येथे दिलेला मुळ तक्रार अर्ज	५० ते ६१	--	--
६	मिशेल निफेल,मे.ट्रेक एअर बि.व्ही.यांनी श्री. विकास शुक्ला यांना दिलेली पॉवर ऑफ अॅटर्नी	--	--	६२ ते ६५
७	मिशेल निफेल, यांचा पासपोर्ट व पॉवर ऑफ अॅटर्नीवरील स्वाक्षरी केलेले पान			६६ ते ६७
८	घरझडती पंचनामा व जप्त केलेली कागदपत्रे	६८ ते ८७	--	८८ ते १०२
९	कार्यालय झडती पंचनामा	१०३ ते १०५	--	
१०	मा.उच्च न्यायालय,मुंबई यांनी फौजदारी याचीका क्र.३६/२०२५ यामध्ये प्रथम खबर क्र. ३२/२०२४ मधील आरोपी नटरवरलाल टिब्रेवाल, लता टिब्रेवाल,शोअरलाईट लि. यांचे नाव रद्द करण्याबाबत दिलेल्या आदेशाची प्रत	--	--	१०६ ते १०७
११	नटरवरलाल टिब्रेवाल, लता टिब्रेवाल,शोअरलाईट लि. आणि ट्रेक एअर बि.व्ही.यांचे दरम्यान दि. ०७/०४/२०२५ रोजी झालेले कन्सेन्ट टर्म अॅग्रीमेंन्टची प्रत	--	--	१०८ ते ११८
१२	मा.उच्च न्यायालय,मुंबई यांनी फौजदारी याचीका क्र.३६/२०२५ यामध्ये दिलेल्या आदेशाच्या प्रती	--	--	११९ ते १२२
१३	मा.उच्च न्यायालय,मुंबई यांनी फौजदारी याचीका क्र.३७७९/२०२४ यामध्ये दिलेल्या आदेशाची प्रत	--	--	१२३ ते १२५
		एकुण	१२५	

(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक,
कक्ष-५, ज.चि.-३, आ.गु.वि., मुंबई

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अनुक्रमणिका

आर्थिक गुन्हे विभाग, मुंबई, कक्ष -५(जनरल चिटींग -३)
गु.र.क्र.३२/२०२४, भा.द.वि. कलम- ४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४
(सहार पोलीस स्टेशन गु.र.क्र.४६४/२०२४) कोर्ट केस क्र. /२०२६
अंतिम अहवाल (B summary)

फाईल क्र.-०२

अ.क्र	तपशील	मुळ Original	साक्षांकीत/ स्थळप्रत	छायांकीत
१	दि.२०/०७/२०२२ रोजी इंटरकॉन्टीनेन्टल कमर्शिअल व ट्रेक ऐअर बी.व्ही. यांचेमध्ये झालेले एअरक्राप्ट पर्चेस ॲग्रीमेंटची प्रत	--	--	१ ते ७
२	Aircraft Cessna Grand Caravan 208B VT-Sai And Cessna Grand Caravan 208B VT-UDN रिलीज करणेबाबतचे पत्र व मा.उच्च न्यायालय जयपूर (राजस्थान) यांचे दि.१८/१०/२०२२ रोजीचे आदेश व सलग्ण कागदपत्र	--	--	८ ते १३
३	दि.२०/०७/२०२२ रोजी ट्रेक ऐअर बी.व्ही. व सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. यांचेमध्ये झालेले एअरक्राप्ट पर्चेस ॲग्रीमेंटची प्रत, एअरक्राप्ट डिलीव्हरी रिसीप्ट प्रत	--	--	१४ ते २४
४	दि.२९/०४/२०२३ रोजीचे मुंद्रा पोर्ट गुजरात येथील एअरक्राप्ट शिर्पींग बिल व सलग्ण कागदपत्र	--	--	२५ ते ३६
५	दि.०७/०२/२०२३ रोजीचे एअरक्राप्ट डिलीवरी रिसीप्ट, इन्व्हॉईस इत्यादी कागदपत्र	--	--	३७ ते ४१
६	दि.०७/०२/२०२३ रोजीचे ट्रेक ऐअर बी.व्ही. व सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. यांचेमध्ये झालेले सुधारीत एअरक्राप्ट पर्चेस ॲग्रीमेंट व संबधीत ईमेल	--	--	४२ ते ४५
७	मुळ फिर्यादी मिशेल निफेल यांचा ईमेलव्दारे प्राप्त जबाब	--	--	४६ ते ५१
८	साक्षीदार रविंद्र भाग्यानारायण पांडे यांचा जबाब व ओळखपत्र	५२ ते ५६	--	५७ ते ५८
९	साक्षीदार राजेंद्र सिंह सुखदेव सिंह राव यांचा जबाब	५९ ते ६२	--	
१०	साक्षीदार शुभकरण श्रीचंद जैन यांचा जबाब व त्यांनी सादर केलेले कागदपत्र	६३ ते ६४	--	६५ ते ७१
११	साक्षीदार विमल जगदीश अगरवाल यांचा जबाब	७२ ते ७४	--	--
१२	साक्षीदार दक्षेस सुमनभाई बलसारा यांचा जबाब	७५ ते ७६	--	--
१३	साक्षीदार रविंद्र आनंदकुमार अगरवाल यांचा जबाब	७७ ते ७९	--	--
१४	साक्षीदार प्रशांत जिवराज जैन यांचा जबाब	--	--	८० ते ८२
१५	साक्षीदार बालाजी सुमन्त चिमोटे यांचा जबाब	८३	--	--
१६	आरोपी अमित कमल अगरवाल यांचा जबाब	८४ ते ८७	--	--
१७	आरोपी कमल नगरमल अगरवाल यांचा जबाब व त्यांना हजर राहणेकामी दिलेली सुचनापत्र	८८ ते ९०	९१ ते ९४	--
१८	आरोपी आकाश कमल अगरवाल यांना तपासकामी दिलेले सुचनापत्र व त्यांचा ईमेलव्दारे प्राप्त जबाब	--	९५ ते ९६	९७ ते ९९
१९	आरोपी अमित कमल अगरवाल यांचा अटक फॉर्म	१०० ते १०३		--

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२०	आरोपी अमित कमल अगरवाल यांना मा. अति.मुख्य न्यायदंडाधिकारी, ४७ वे. न्यायालय यांनी मंजूर केलेला जामीन आदेशाची प्रत व आरोपीचे पत्र	११६	१०४ ते ११५	--
२१	आरोपी कमल नगरमल अगरवाल यांना मा.सत्र न्यायालय मुंबई यांनी मंजूर केलेल्या अटकपूर्व जामीन आदेशाची प्रत	--	--	११७ ते १२७
२२	कमल अगरवाल यांनी केलेल्या ईमेलची प्रत	--	--	१२८ ते १३०
२३	न्यायसहायक वैज्ञानिक प्रयोगशाळा कलीना मुंबई येथे गुन्ह्यातील जप्त मोबाईलचे परीक्षण करून अभिप्राय मिळणेबाबत दिलेले पत्र व रिसीप्ट	१३४	१३१ ते १३३	--
२४	न्यायसहायक वैज्ञानिक प्रयोगशाळा कलीना मुंबई येथे गुन्ह्यातील जप्त मोबाईलचे व अभिप्राय मिळणेबाबत दिलेले पत्र	--	१३५ ते १३८	--
२५	न्यायसहायक वैज्ञानिक प्रयोगशाळा कलीना मुंबई येथुन प्राप्त झालेला अभिप्राय	१३९ ते १४३	--	--
२६	वरिष्ठ पोलीस निरीक्षक प्रशासन यांना मोबाईल नोंदीबाबत दिलेले पत्र व ठाणे दैनंदिनी नक्कल प्रत	१४४ ते १४६	--	--
२७	आरोपी अमित अगरवाल यांनी त्यांचा मोबाईल परत मिळणेबाबत दिलेले पत्र व सलग्ण केलेली मा. न्यायालयाचे आदेश प्रत	१४७	--	१४८ ते १५०
२८	मोबाईल परत केल्याबाबत पंचनामा, रंगीत छायाचित्र, इंडेम्नीटी बॉंड, मा.न्यायालयाचा आदेश	१५१ ते १६०	--	१६१ ते १६३
२९	मोबाईल परत केल्याचा मेमो व ठाणे दैनदिनी नक्कल प्रत	१६४ ते १६६	--	
३०	साक्षीदार रविंद्र पांडे यांना दिलेले सुचनापत्र व त्यांनी विमानाचे लॉजीस्टीक व ट्रान्सपोर्ट संबधी सादर केलेल कागदपत्र	--	१६७ ते १६८	१६९ ते १८३
३१	साक्षीदार इम्राण करीम यांना दिलेले सुचनापत्र व त्यांनी विमान इंजिनाचे निर्यातीबाबत सादर केलेले शिपींग बिल, इन्हॉईस, एअरवे बिल व इतर सलग्ण कागदपत्र	--	१८४ ते १८५	१८६ ते २०३
३२	कार्यालय नागरी उडाण संचालनालय यांना माहिती मिळणेकरीता दिलेले पत्र	--	२०४ ते २०५	--
३३	कार्यालय नागरी उडाण संचालनालय यांचे पत्र, विमानाची नोंदणी रद्द करणेबाबत दिलेले पत्र, विमान नोंदणी प्रमाणपत्र, संचालक मंडळाचा ठराव, विमानाची नोंदणी रद्द केल्याबाबत पत्र,	२०६	२०७ ते २११	--
३४	व्यवस्थापक ॲक्सीस बँक मुंबई यांना माहिती मिळणेकरीता दिलेले पत्र	--	२१२ ते २१३	--
३५	ॲक्सीस बँकेचे गुन्ह्यासंबधाने कागदपत्र सादर केल्याबाबतचे पत्र	२१४ ते २१९	--	--
३६	सुप्रीम ट्रान्सपोर्ट ऑर्गेनायझेशन प्रा.लि. कंपनीला ॲक्सीस बँकेकडून देण्यात आलेल्या कर्जासंबधी सँक्शन लेटर, टर्म लोन ॲग्रीमेंट व इतर सलग्ण कागदपत्र	२५५ ते २५६	२३० ते २५४ २५७ ते २५९	२२० ते २२९
३७	कार्यालय, मुख्य आयुक्त कस्टम हाउस, मुंद्रा पोर्ट, कच्च गुजरात यांना गुन्ह्यासंबधी माहिती व कागदपत्र मिळणेकामी दिलेले पत्र	२६० ते २६३	--	२६४ ते २६६

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३८	कार्यालय, मुख्य आयुक्त कस्टम हाउस, मुंद्रा पोर्ट, कच गुजरात यांनी गुन्हयासंबधी माहिती व कागदपत्र सादर केल्याबाबत दिलेले पत्र	२६७ ते २६८	२६९ ते २८३	२८४ ते ३०२
३९	मुख्य विमानतळ अधिकारी, जयपूर विमानतळ यांनी गुन्हयासंबधाने सादर केलेले पत्र व अपघात चौकशी अहवाल, विमान विमा व इतर सलग्ण कागदपत्र	३०३ ते ३०५	--	३०६ ते ३८१
४०	मिनिस्ट्री ऑफ कार्पोरेट मंत्रालय यांनी सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. कंपनीचे कागदपत्र सादर केल्याबाबत पत्र तसेच नोंदणी प्रमाणपत्र, मास्टर डाटा, एमओए, एओए इत्यादी सलग्ण केलेले कागदपत्र	३८२	३८३ ते ५४२	--
४१	न्यायसहायक वैज्ञानिक प्रयोगशाळा येथुन प्राप्त डिव्हीडी मधील अहवालाची प्रिंट/कागदपत्र	--	--	५४३ ते ५६५
४२	न्यायसहायक वैज्ञानिक प्रयोगशाळा येथुन प्राप्त डिव्हीडी मुद्देमाल गृहात जमा केल्याबाबत स्थळप्रत	--	५६६	--
		एकुण	५६६	

(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक,
कक्ष-५, ज.चि.-३, आ.गु.वि., मुंबई

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अनुक्रमणिका

आर्थिक गुन्हे विभाग, मुंबई, कक्ष -५(जनरल चिटींग -३)
गु.र.क्र.३२/२०२४, भा.द.वि. कलम- ४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४
(सहार पोलीस स्टेशन गु.र.क्र.४६४/२०२४) कोर्ट केस क्र. /२०२६
अंतिम अहवाल (B summary)

फाईल क्र.-०३

अ.क	तपशील	मुळ Original	साक्षांकीत/ स्थळप्रत	छायांकीत
१	CP 88/397-398,235/NCLT/MUM/MH/2015 या प्रकरणात मा.NCLT न्यायालयाने दि. २५/०४/२०१७ रोजी दिलेले आदेशाची प्रत	--	१	--
२	CA 625/2022 in CP 88(MB)2015 या प्रकरणात मा.NCLT न्यायालयाने दि.०५/१२/२०२२ रोजी दिलेले आदेशाची प्रत	--	--	२ ते ३
३	Contempt Petition No.4 of 2023 in CP 88(MB)2015 या प्रकरणात मा.NCLT न्यायालयाने दि.१८/०५/२०२३ रोजी दिलेले आदेशाची प्रत	--	--	४ ते ६
४	IA No.2380 of 2023 in CP(IB) No.368/MB/C-II/2023 या प्रकरणात मा.NCLT न्यायालयाने दि.०८/०९/२०२३ रोजी दिलेले आदेशाची प्रत	--	--	७ ते २०
५	CA 38/2017 in CP 88(MB)2015 या प्रकरणात मा.NCLT न्यायालयाने दि.१८/०९/२०२३ रोजी दिलेले आदेशाची प्रत	--	२१	--
६	Contempt Petition No.4 of 2023 in CP 88(MB)2015 या प्रकरणात मा.NCLT न्यायालयाने दि.१७/१०/२०२३ रोजी दिलेले आदेशाची प्रत	--	२२ ते २३	--
७	Contempt Petition No.4 of 2023, CA 625/2022 in CP 88(MB)2015 या प्रकरणात मा. NCLT न्यायालयाने दि.१९/१२/२०२३ रोजी दिलेले आदेशाची प्रत	--	२४ ते २९	--
८	एअरक्राफ्ट पर्चेस ॲग्रीमेंट रद्द केल्याबाबत यांनी मिशेल निफेल यांना IRP प्रशांत जैन यांनी दिलेले पत्र	--	--	३० ते ३२
९	CA 324/2023 in CP 88(MB)2015 या प्रकरणात मा.NCLT न्यायालयाने दि.०१/०८/२०२३ रोजी दिलेले आदेशाची प्रत व सलग्ण कागदपत्र	--	--	३३ ते ४८
१०	IA 5487/2023 in C.P.(IB)368/MB/2023 या प्रकरणात मा.NCLT न्यायालयाने दि. १०/१०/२०२४ रोजी दिलेले आदेशाची प्रत	--	--	४९ ते ६९
११	IA 5487/2023 in C.P.(IB)368/MB/2023 या प्रकरणात मा.NCLT न्यायालयाने दि. १०/१०/२०२४ रोजी दिलेल्या आदेशाविरूध्द अमित अगरवाल यांनी मा. NCLAT न्यायालयात दाखल केलेले अपील	--	--	७० ते ७३
१२	मा. NCLAT न्यायालयाने दि.१४/११/२०२५ रोजी दिलेल्या आदेशाची प्रत	--	--	७४

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१३	कॅर्पोरेट व्यवहार मंत्रालयाचे दि.०३/१०/२०२३ रोजीची अधिसुचना व संलग्न कागदपत्रे	--	--	७५ ते ८१
१४	साक्षिदार श्री.राजेंद्र सिंग राव यांना दिलेले सुचना पत्र	--	८२ ते ८३	--------
१५	साक्षिदार श्री.राजेंद्र इंद्रसिंग राव यांनी एअर क्राफ्ट लॉजिस्टिक, ट्रान्सपोर्ट,शिपींग, इंनव्हॉइस या संदर्भात सादर केलेली कागदपत्रे	--	--	८४ ते २२६
१६	बॅक ऑफ इंडिया यांनी दिलेले पत्र व सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. कंपनीचा खाते उतारा,के.वाय. सी.कागदपत्रे भा.पु.का.कलम ६५ (ब)(४) प्रमाणपत्र इत्यादी.	२२७ ते २२८, २५३ ते २५४	--	२२९ ते २५२
१७	बॅक ऑफ बडोदा यांना बॅक खाते फ्रिज करण्याबाबत दिलेले पत्र व बॅकेने दिलेला अहवाल	२५६	२५५	--
१८	साक्षिदार श्री. विमल जगदीश अग्रवाल यांनी केलेला ई-मेल व पत्र	२५९	--	२५७ ते २५८
१९	कंपनी रजिस्टार, जयपुर एअरपोर्ट कार्यालय, कस्टम हाउस मुंद्रा गुजरात यांना माहिती मिळण्यासाठी दिलेली पत्र	--	२६० ते २६३	--
२०	श्रीमती चंद्रा क्रॉफर्ड एस्क्रो एजंन्ट, पॉवेल एअरक्राफ्ट टायटल सर्विस यांना गुन्हया संदर्भात माहिती मिळण्याकरीता दिलेले पत्र	२६४ ते २६५	--	--
२१	वपोनि प्रशासन आगुवि यांना आरोपी अमित अगरवाल यांचा पासपोर्ट परत मिळणेबाबत दिलेले पत्र, पासपोर्ट परत केल्याचाममो व मा.न्यायालयाचे आदेश व इतर संलग्न कागदपत्रे	--	२६६ ते २७२	२७३ ते २८७
२२	फिर्यादि विकास शुक्ला यांनी विमान व्यवहारासंबीत झालेल्या खर्चा बाबत सादर केलेले कागदपत्रे	२८८ ते २९२	--	२९३ ते ३७६
२३	फिर्यादी विकास शुक्ला यांनी एक्सीस बॅके संबधीत सादर केलेले पत्र व संलग्न कागदपत्रे	३७७ ते ३७९	--	३८० ते ४१६
२४	फिर्यादी विकास शुक्ला यांनी मा. एन.सी.एल.टी. न्यायालयाचे दिनांक ११/१०/२०२४ रोजीचे आदेशाची प्रत सादर करण्याबाबत दिलेलो पत्र व इतर संलग्ण कागदपत्रे	४१७ ते ४१९	--	४२० ते ४४२
२५	फिर्यादी विकास शुक्ला यांनी गुन्हया संबधाने अतिरीक्त माहिती बाबत दिलेले पत्र	४४३ ते ४४६	--	--
२६	फिर्यादी विकास शुक्ला यांना गुन्हयासंबधाने कागदपत्रे सादर करण्याबाबत दिलेले पत्र व विकास शुक्ला यांनी सादर केलेला अहवाल व कागदपत्रे	४४८ ते ४५०	४४७	४५१ ते ४६८
२७	मुंद्रा पोर्ट, कस्टम विभाग गुजरात यांनी श्री.प्रशांत जैन आय.आर.पी. यांन दिलेले पत्र व त्याबाबत प्रशांत जैन यांनी सादर केलेला अहवाल/ई मेल	--	--	४६९ ते ४७८
		एकुण	४७८	

(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक,
कक्ष-५, ज.चि.-३, आ.गु.वि., मुंबई

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अनुक्रमणिका

आर्थिक गुन्हे विभाग, मुंबई, कक्ष -५(जनरल चिटींग -३)
गु.र.क्र.३२/२०२४, भा.द.वि. कलम- ४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४
(सहार पोलीस स्टेशन गु.र.क्र.४६४/२०२४) कोर्ट केस क्र. /२०२६
अंतिम अहवाल (B summary)

फाईल क्र.-०४

अ.क्र	तपशील	मुळ Original	साक्षांकीत/ स्थळप्रत	छायांकीत
१	Compony Petition No.88 (MB) of 2015 या प्रकरणातील पिटीशनची प्रत	--	--	०१ ते ६७
२	सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. कंपनीचे मेमोरंन्डम ऑफ असोसिएशन	--	--	६८ ते ८८
३	सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. कंपनीचे आर्टीकल ऑफ असोसिएशन	--	--	८९ ते १२०
४	सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. कंपनीचे फॉर्म २० बी. संबधीत कागदपत्रे	--	--	१२१ ते १३१
५	मा.एनसीएलटी न्यायालयाने CP88 (MB) of 2015 यामध्ये दाखल विविध अर्जा संबधीत आदेशाच्या प्रती	--	१३२ ते २०० २१७ ते २२२	२०१ ते २१६
६	IA No.5487 Of 2023 In Compony Petition (IB) No. 368/MB/2023 या प्रकरणातील पिटीशनची प्रत व संलग्ण कागदपत्रे	--	--	२२३ ते २६७
७	IA No.5487 Of 2023 In Compony Petition (IB) No. 368/MB/2023 या प्रकरणातील संलग्ण कागदपत्रे	--	--	२६८ ते ३६९
८	मा.रजिस्टार एनसीएलटी यांना गुन्हयासंदर्भात कागदपत्रे मिळण्याबाबत दिलेले पत्र	--	३७० ते ३७१	--
		एकुण	३७१	

(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक,
कक्ष-५, ज.चि.-३, आ.गु.वि., मुंबई

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फाईल क्र.– 1

आर्थिक गुन्हे विभाग, कक्ष-५ (ज. चि.-३), मुंबई

गु.र.क्र.३२/२०२४ भा.द.वि.कलम ४०९,४२०,४६५,
४६७,४६८,४७१,३४

(सहार पोलीस ठाणे गु.र.नं.४६४/२०२४)

'अंतिम अहवाल (ब समरी)'

मा. अति. मुख्य न्यायदंडाधिकारी, ४७ वे न्यायालय,

एस्प्लनेड कोर्ट मुंबई

कोर्ट केस नंबर :- /२०२६

फिर्यादी :- श्री विकास केशवराम शुक्ला, वय ३५ वर्षे,

आरोपी :- १) अमीत कमल अग्रवाल,

२) श्री.कमल नगरमल अग्रवाल ३) आकाश कमल अग्रवाल

४)नटवरलाल टिब्रेवाल, ५)लता टिब्रेवाल ६)शोरलाईट लिमिटेड

तपास अधिकारी :- पोलीस निरीक्षक, श्री गजेंद्र क्षीरसागर,

कक्ष-५, (ज.चि.३), आ.गु.वि. मुंबई

अनुक्रमणिका

आर्थिक गुन्हे विभाग, मुंबई, कक्ष -५(जनरल चिर्टींग -३)

गु.र.क्र.३२/२०२४, भा.द.वि. कलम- ४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४

(सहार पोलीस स्टेशन गु.र.क्र.४६४/२०२४)

कोर्ट केस क्र. /२०२६

अंतिम अहवाल (B summary)

फाईल क्र.-०१

अ.क्र	तपशील	मुळ Original	साक्षांकीत /स्थळप्रत	छायांकीत
१	अंतिम अहवाल (B Summary)	१ ते ३५	--	--
२	गुरक्र ३२/२०२४ ची प्रथम खबर प्रत	३६ ते ४१	--	--
३	फिर्यादी विकास केशवराम शुक्ला यांचा जबाब	४२ ते ४७	--	--
४	फिर्यादी विकास केशवराम शुक्ला यांचा पुरवणी जबाब	४८ ते ४९	--	--
५	श्री.विकास केशवराम शुक्ला यांनी आर्थिक गुन्हे विभाग,मुंबई येथे दिलेला मुळ तक्रार अर्ज	५० ते ६१	--	--
६	मिशेल निफेल,मे.ट्रेक एअर बि.व्ही.यांनी श्री. विकास शुक्ला यांना दिलेली पॉवर ऑफ ॲटर्नी	--	--	६२ ते ६७
७	घरझडती पंचनामा व जप्त केलेली कागदपत्रे	६८ ते ८७	--	८८ ते १०२
८	कार्यालय झडती पंचनामा	१०३ ते १०५	--	
९	मा.उच्च न्यायालय,मुंबई यांनी फौजदारी याचीका क्र.३६/२०२५ यामध्ये प्रथम खबर क्र. ३२/२०२४ मधील आरोपी नटरवरलाल टिब्रेवाल, लता टिब्रेवाल,शोअरलाईट लि. यांचे नाव रद्द करण्याबाबत दिलेल्या आदेशाची प्रत	--	--	१०६ ते १०७
१०	नटरवरलाल टिब्रेवाल, लता टिब्रेवाल,शोअरलाईट लि. आणि ट्रेक एअर बि.व्ही.यांचे दरम्यान दि. ०७/०४/२०२५ रोजी झालेले कन्सेन्ट टर्म ॲग्रीमेंन्टची प्रत	--	--	१०८ ते ११८
११	मा.उच्च न्यायालय,मुंबई यांनी फौजदारी याचीका क्र.३६/२०२५ यामध्ये दिलेल्या आदेशाच्या प्रती	--	--	११९ ते १२२
१२	मा.उच्च न्यायालय,मुंबई यांनी फौजदारी याचीका क्र.३७७९/२०२४ यामध्ये दिलेल्या आदेशाची प्रत	--	--	१२३ ते १२५
		एकुण	१२५	

(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक,
कक्ष-५, ज.चि.-३, आ.गु.वि., मुंबई

CCTNS No. FIR-I.I.F.-I_19378052240464_

FINAL FORM / REPORT — Form : 5-A

अंतिम नमुना / अहवाल

(Under Section 173 Cr.P.C.)

(फौजदारी प्रक्रिया संहिता कलम १७३ अन्वये)

		IN THE COURT OF								
		न्यायालय				मा. अति. मुख्य न्यायदंडाधिकारी, ४७ वे न्यायालय, मुंबई			
1	Dist		Police Station		Year		FIR/Proceeding/ G.D. NO		Date	
	जिल्हा	मुंबई	पोलीस ठाणे	सहार	वर्ष	२०२४	पहिली खबर क्र./कार्यवाही क्र. ठाणे दै.क्र.३० वेळ १८.१४ वा.	४६४/२०२४	तारीख	०८/०५/२०२४
				आर्थिक गुन्हे विभाग		२०२४		३२/२०२४		०८/०५/२०२४
2	Final-Report/Charge Sheet No					Date				
	अंतिम अहवाल/आरोपपत्र क्रमांक :		अंतिम अहवाल			तारीख	/ ०१/२०२६			
4	i) Act					Sections				
	अधिनियम	भा.दं.वि.				कलम	४२०, ४०९, ४६५, ४६७, ४६८, ४७१, ३४			
	ii) Act					Sections				
	अधिनियम					कलम				
5	Type of Final Form / Report : Charge Sheeted / Not Charge Sheeted for want of evidence / FIR Undetected / FIR Untraced / FIR offence abated / FIR Unoccured									
	अंतिम अहवालाचा प्रकार : आरोपपत्र दाखल केले / पुराव्या अभावी आरोपपत्र दाखल केले नाही / तपास लागला नाही / शोध लागला नाही / संपविला /घडलाच नाही									
	गुन्हा घडलाच नाही									
6	If F.R. Unoccured : False / Mistaks of Law / Non-cognizable / Civil Nature									
	जर अंतिम अहवालाचा प्रकार घडलाच नाही : खोटी / वस्तूस्थितीची चुक / कायद्याची चूक / अदाखलपात्र / दिवाणी स्वरूप						खोटी तक्रार (बी.समरी अहवाल)			
7	If Chargesheeted (जर आरोपपत्र ठेवले)						लागू नाही			
	Original / Supplementary (मूळ / पुरवणी)						मुळ			
8	Name of the I.O.					Rank			No	
	तपासणी अधिका-चे नाव		गर्जेंद्र रमेश क्षीरसागर			पदनाम	पोलीस निरीक्षक		क्र.	
9.	(a)	Name of Complainant / Informant :								
		तक्रारदाराचे / खबरीचें नांव					श्री. विकास शुक्ला, वय ३४ वर्षे, रा.ठी. २,गोपाल निवास,तेजपाल स्किम रोड नंबर.५ ,विलेपार्ले पुर्व., मुंबई ४०००५७.			
	(b)	Father's / Husband's Name :								
		पित्याचे / पतीचे नांव					श्री केशवराम शुक्ला			
10	Details of properties/Articles /Documents recovered/seized during investigation and relied upon : (Separate list can be attached, if necessary)									
	तपासणीच्या वेळी परत मिळविलेल्या /जप्त केलेल्या आणि अवलंबून राहिलेल्या मालमत्तेचा/ वस्तुंचा तपशील :(आवश्यक असेल तर स्वतंत्र यादी सोबत जोडण्यात येईल)									

Sr. No. अ.क्र.	Property Description मालमत्तेचे वर्णन	Estimated value (in Rs.) अंदाजीत मुल्य (रुपये)	P.S. Property Register No. पोलीस ठाणे मालमत्ता नोंदवही क्र .	From whom / Where Recovered or seized कोणाकडून / कोठून परत मिळविली किंवा जप्त केली	Disposal विल्हेवाट
१	२	३	४	५	६
1	Samsung Fold 5 Model Color - Off-white and silver IMEI No. 356725760578049 357227160578041	२०,०००	२२०/२०२५	आरोपी अमित अगरवाल यांचे घरझडतीदरम्यान जप्त	न्यायसहायक वैज्ञानिक प्रयोगशाळा, कलिना मुंबई येथुन अहवाल प्राप्त झाल्यानंतर मा.न्यायालयाचे दि. १९/०९/२०२५ रोजीचे आदेशान्वये आरोपी अमित अगरवाल यांना अ.क्र.१ व २ हा मुद्देमाल दि. ०८/१२/२०२५ रोजी परत केला आहे.
2	Jio Sim card Mobile Number 9870811224 Sim Card No. 8991 8740 5000 2741 8939	१००	२२०/२०२५	आरोपी अमित अगरवाल यांचे घरझडतीदरम्यान जप्त	

Form : 5-B

11.	Particulars of accused persons charge-sheeted (use separate sheet for each accused) : लागू नाही						
	आरोपपत्र ठेवलेल्या आरोपीचा तपशिल (प्रत्येक अरोपीचा स्वतंत्र कागद वापरावा):						
	(i)	Name :			Whether verified:		
		नाव			पडताळले किंवा काय		
	(ii)	Father's/Husband's Name :					
		पित्याचे/पतीचे नाव					
	(iii)	Date/Year of Birth					
		(जन्मतारीख/वर्ष) :					
	(iv)	Sex:			(v)	Nationalily:	
		लिंग				राष्ट्रीयत्व	
	(vi)	Passport No.:		Date of Issue:		Place of Issue:	
		पारपत्र क्र		दिल्याची तारीख		दिल्याचे ठिकाण	
	(vii)	Religion :		(viii)	Whether SC/ST:		
		धर्म			अनुसुचित जातीचा/ जमातीचा आहे का?		
	(ix)	Occupation					
		(व्यवसाय) :					
	(x)	Address					
		(पत्ता)					
		Whether verified					
		(पडताळला किंवा काय)					
	(xi)	Provisional Criminal No.		(तात्पुरता गुन्हेगार क्र.)			
	(xii)	Regular Criminal No (if known)		नियमित गुन्हेगार क्र.(माहित असल्यास)			
	(xiii)	Date of Arrest		(अटकची तारीख)			
	(xiv)	Date of release on bail		(जामीनावर सोडल्याची तारीख)			
	(xv)	Date on which forwarded to court		(न्यायालयाकडे पाठविल्याची तारीख)			
	(xvi)	Under Acts & Sections					
		कोणत्या अधिनियमांखाली व कलमांखाली					
	(xvii)	Name (s) of bailers/sureties Address (es)					
		जामीनदारांची नावे व पत्ते					
	(xviii)	Previous convictions with case references		(प्रकरणाच्या संदर्भात पूर्वीची अपराधसिध्दी)			
	(xix)	Status of the accused Forwarded/Bailed by Police/In Police Custody/Bailed by Court/In Judicial Custody/Absconding/ Proclaimed Offender :					
		(आरोपीची स्थिती)					
		पुढे पाठवले/पोलीसांनी जामीनावर सोडले/पोलीस कोठडीत/न्यायालयाने जामीनावर सोडले/न्यायालयीन कोठडीत/फरारी/उद्घोषित अपराधी					

Form : 5-C

12. Particulars of accused persons - not charge-sheeted(suspect):

आरोपपत्र न ठेवलेल्या आरोपीचा तपशील (संशयित) :

(i)	Name :	AMEET AGARWAL			Whether verified:	
	नाव	**अमित अगरवाल**			पडताळले किंवा काय	**होय**
(ii)	Father's/Husband's Name	KAMAL AGARWAL				
	पित्याचे/पतीचे नाव	**कमल अगरवाल**				
(iii)	Date/Year of Birth	**१६/०९/१९८८**				
	(जन्मतारीख/वर्ष) :	**३७ वर्षे**				
(iv)	Sex:			(v)	Nationalily:	
	लिंग	**पुरुष**			राष्ट्रीयत्व	**भारतीय**
(vi)	Passport No.:	**Z3994916**	Date of Issue:	**24-11-2016**	Place of Issue:	Mumbai
	पारपत्र क्र		दिल्याची तारीख		दिल्याचे ठिकाण	
(vii)	Religion :		(viii)	Whether SC/ST:		
	धर्म	**हिंदू**		अनुसुचित जातीचा/ जमातीचा आहे का?	**नाही**	
(ix)	Occupation					
	(व्यवसाय)	**व्यापार/पायलट**				
(x)	Address					
	(पत्ता)	फ्लॅट न.७०३, संकल्प मिस्त्री कॉम्प्लेक्स, जे.बी. नगर, अंधेरी (पुर्व) मुंबई ४०००५९ मो.क्र.९८७०८११२२४, आधार कार्ड क्र. 5878 1108 2038 Mail – ammeet@supremeaviation.com				
	Whether verified					
	(पडताळला किंवा काय)	**होय**				

(xi)	Provisional Criminal No	(तात्पुरता गुन्हेगार क्र.)	A-1
(xii)	Suspicion Approved	Yes/No	
	(सशंय खरा ठरला काय)	(होय/नाही)	नाही
(xiii)	Status of the accused Forwarded/Bailed by Police/In Police Custody/Bailed by Court/In Judicial Custody/Absconding/ Proclaimed Offender : (आरोपीची स्थिती)		मा. न्यायालयाचे आदेशाने जामीनावर मुक्त
	पुढे पाठवले/पोलीसांनी जामीनावर सोडले/पोलीस कोठडीत/न्यायलयाने जामीनावर सोडले/न्यायालयीन कोठडीत/फरारी/उद्घोषित अपराधी		
	सदर आरोपीस तपासकामी दि.०८/०५/२०२५ रोजी अटक करण्यात येवुन तपास करण्यात आला आहे. मा. अति.मुख्य न्यायदंडाधिकारी, ४७ वे न्यायालय एस्प्लनेड न्यायालयाने आरोपीस दि.११/०६/२०२४ रोजी जामीनावर सोडले आहे.		
(xiv)	Under Acts & Sections		
	कोणत्या अधिनियमांखाली व कलमान्वये :	भा.द.वि. कलम ४२०, ४०९, ४६५, ४६७, ४६८, ४७१, ३४	
(xv)	Any special remarks including reasons for not chargsdheeting		
	आरोपपत्र न ठेवण्याच्या कारणांसह कोणताही विशेष अभिप्राय : सदर आरोपी तपासादरम्यान अटक करण्यात आली होती परंतु तपासाअंती गुन्हयातील फिर्यादी यांनी तथ्य लपवुन गैरलाभ मिळविला तसेच सदर आरोपीविरूध्द खोटी तक्रार दिल्याचे तपासाअंती निष्पन्न झाल्याने सदर आरोपीविरूध्द दोषारोपपत्र दाखल करण्यात येत नाही. करिता आरोपी अमित अमित अगरवाल यांना गुन्हयातुन दोषमुक्त करण्याची व त्यांचेकडून घेण्यात आलेले जामिन/बंधपत्र रद्द करण्याची मा.न्यायालयास विनंती आहे.		

Form : 5-C

Particulars of accused persons - not charge-sheeted(suspect):

आरोपपत्र न ठेवलेल्या आरोपीचा तपशील (संशयित) :

(i)	Name :	KAMAL AGARWAL			Whether verified:	
	नाव	**कमल अगरवाल**			पडताळले किंवा काय	**होय**
(ii)	Father's/Husband's Name	NAGARMAL AGARWAL				
	पित्याचे/पतीचे नाव	**नगरमल अगरवाल**				
(iii)	Date/Year of Birth	**२५/१२/१९६५**				
	(जन्मतारीख/वर्ष) :	**६० वर्षे**				
(iv)	Sex:			(v)	Nationalily:	
	लिंग	**पुरुष**			राष्ट्रीयत्व	**भारतीय**
(vi)	Passport No.:	**K7542053**	Date of Issue:	**21/11/2012**	Place of Issue:	Mumbai
	पारपत्र क्र		दिल्याची तारीख		दिल्याचे ठिकाण	
(vii)	Religion :		(viii)	Whether SC/ST:		
	धर्म	**हिंदू**		अनुसुचित जातीचा/ जमातीचा आहे का?	**नाही**	
(ix)	Occupation					
	(व्यवसाय)	**व्यापार**				
(x)	Address					
	(पत्ता)	फ्लॅट न.७०३, संकल्प मिस्त्री कॉम्प्लेक्स, जे.बी. नगर, अंधेरी (पुर्व) मुंबई ४०००५९ मो.क्र.९८७०८११२२४, आधार कार्ड क्र. 7302 9923 7895 Mail – kamal@stopl.com				
	Whether verified					
	(पडताळला किंवा काय)	**होय**				

(xi)	Provisional Criminal No	(तात्पुरता गुन्हेगार क्र.)	A-2
(xii)	Suspicion Approved	Yes/No	
	(सशंय खरा ठरला काय)	(होय/नाही)	नाही
(xiii)	Status of the accused Forwarded/Bailed by Police/In Police Custody/Bailed by Court/In Judicial Custody/Absconding/ Proclaimed Offender : (आरोपीची स्थिती)		मा. न्यायालयाचे आदेशाने जामीनावर मुक्त
	पुढे पाठवले/पोलीसांनी जामीनावर सोडले/पोलीस कोठडीत/न्यायलयाने जामीनावर सोडले/न्यायालयीन कोठडीत/फरारी/उद्घोषित अपराधी		
	सदर आरोपीस तपासकामी दि.०२/०९/२०२५ रोजी मा. सत्र न्यायालयाने अटकपुर्व जामीनावर सोडले आहे. आरोपीस अटक न करता तपास करण्यात आला आहे.		
(xiv)	Under Acts & Sections		
	कोणत्या अधिनियमांखाली व कलमान्वये :		
(xv)	Any special remarks including reasons for not chargsdheeting		
	आरोपपत्र न ठेवण्याच्या कारणांसह कोणताही विशेष अभिप्राय : गुन्ह्यातील फिर्यादी यांनी तथ्य लपवुन गैरलाभ मिळविला तसेच सदर आरोपीविरूध्द खोटी तक्रार दिल्याचे तपासाअंती निष्पन्न झाल्याने सदर आरोपीविरूध्द दोषारोपपत्र दाखल करण्यात येत नाही.		

Form : 5-C

Particulars of accused persons - not charge-sheeted(suspect):

आरोपपत्र न ठेवलेल्या आरोपीचा तपशील (संशयित) :

(i)	Name :	AKASH AGARWAL			Whether verified:	
	नाव	आकाश अगरवाल			पडताळले किंवा काय	होय
(ii)	Father's/Husband's Name	KAMAL AGARWAL				
	पित्याचे/पतीचे नाव	कमल अगरवाल				
(iii)	Date/Year of Birth	२५/०७/१९९०				
	(जन्मतारीख/वर्ष) :	३५ वर्ष				
(iv)	Sex:			(v)	Nationalily:	
	लिंग	पुरुष			राष्ट्रीयत्व	भारतीय
(vi)	Passport No.:	M2407417	Date of Issue:	19/09/2014	Place of Issue:	Mumbai
	पारपत्र क्र		दिल्याची तारीख		दिल्याचे ठिकाण	
(vii)	Religion :		(viii)	Whether SC/ST:		
	धर्म	हिंदू		अनुसुचित जातीचा/ जमातीचा आहे का?	नाही	
(ix)	Occupation					
	(व्यवसाय)	व्यापार				
(x)	Address					
	(पत्ता)	फ्लॅट न.७०३, संकल्प मिस्त्री कॉम्प्लेक्स, जे.बी. नगर, अंधेरी (पुर्व) मुंबई ४०००५९ मो.क्र.९८७०८११२२४, आधार कार्ड क्र.८३५९ ६८८१ ३२१२ Mail – akkash@supremeaviation.com				
	Whether verified					
	(पडताळला किंवा काय)	होय				

(xi)	Provisional Criminal No	(तात्पुरता गुन्हेगार क्र.)	A-3
(xii)	Suspicion Approved	Yes/No	
	(सशंय खरा ठरला काय)	(होय/नाही)	नाही
(xiii)	Status of the accused Forwarded/Bailed by Police/In Police Custody/Bailed by Court/In Judicial Custody/Absconding/ Proclaimed Offender : (आरोपीची स्थिती)		अटक करण्यात आली नाही.
	पुढे पाठवले/पोलीसांनी जामीनावर सोडले/पोलीस कोठडीत/न्यायलयाने जामीनावर सोडले/न्यायालयीन कोठडीत/फरारी/उद्घोषित अपराधी		
	सदर आरोपीस नोटीस देवुन तपास करण्यात आला असुन अटक करण्यात आलेली नाही.		

(xiv)	Under Acts & Sections	
	कोणत्या अधिनियमांखाली व कलमान्वये :	
(xv)	Any special remarks including reasons for not chargsdheeting	
	आरोपपत्र न ठेवण्याच्या कारणांसह कोणताही विशेष अभिप्राय : गुन्हयातील फिर्यादी यांनी तथ्य लपवुन गैरलाभ मिळविला तसेच सदर आरोपीविरूध्द खोटी तक्रार दिल्याचे तपासाअंती निष्पन्न झाल्याने सदर आरोपीविरूध्द दोषारोपपत्र दाखल करण्यात येत नाही.	

Form : 5-C

Particulars of accused persons - not charge-sheeted(suspect):

आरोपपत्र न ठेवलेल्या आरोपीचा तपशील (संशयित) :

(i)	Name :	NATWARLAL TIBREWAL			Whether verified:	
	नाव	**नटवरलाल टिबरेवाल**			पडताळले किंवा काय	**होय**
(ii)	Father's/Husband's Name	RAMGOPAL TIBREWAL				
	पित्याचे/पतीचे नाव	**रामगोपाल टिबरेवाल**				
(iii)	Date/Year of Birth	**०३/०६/१९७५**				
	(जन्मतारीख/वर्ष) :	**५० वर्षे**				
(iv)	Sex:			(v)	Nationalily:	
	लिंग	**पुरुष**			राष्ट्रीयत्व	**भारतीय**
(vi)	Passport No.:	**F0933639**	Date of Issue:	**24/09/2004**	Place of Issue:	Mumbai
	पारपत्र क्र		दिल्याची तारीख		दिल्याचे ठिकाण	
(vii)	Religion :		(viii)	Whether SC/ST:		
	धर्म	**हिंदू**		अनुसुचित जातीचा/ जमातीचा आहे का?	**नाही**	
(ix)	Occupation					
	(व्यवसाय)	**कंपनी संचालक**				
(x)	Address					
	(पत्ता)	मुळ पत्ता - ए-२०१, दुसरा माळा, ॲस्टर टॉवर, गोकुळधाम फिल्म सिटी रोड, मालाड (पुर्व), मुंबई ४०० ०९७ सध्याचा पत्ता - 8 Sandmoor Drive, Leeds, LS17 7DG, York, North, Yorkshire, United Kingdom 2) 31 Moyola House, 31 Howthorne Grove, York, England, YO317YA				
	Whether verified					
	(पडताळला किंवा काय)	**नाही**				

(xi)	Provisional Criminal No	(तात्पुरता गुन्हेगार क्र.)	A-4
(xii)	Suspicion Approved	Yes/No	
	(संशय खरा ठरला काय)	(होय/नाही)	नाही
(xiii)	Status of the accused Forwarded/Bailed by Police/In Police Custody/Bailed by Court/In Judicial Custody/Absconding/ Proclaimed Offender : (आरोपीची स्थिती)		अटक करण्यात आली नाही.
	पुढे पाठवले/पोलीसांनी जामीनावर सोडले/पोलीस कोठडीत/न्यायलयाने जामीनावर सोडले/न्यायालयीन कोठडीत/फरारी/उद्घोषित अपराधी		
	अटक करण्यात आली नाही.		
(xiv)	Under Acts & Sections		
	कोणत्या अधिनियमांखाली व कलमान्वये :	भा.द.वि. कलम ४२०, ४०९, ४६५, ४६७, ४६८, ४७१, ३४	
(xv)	Any special remarks including reasons for not chargsdheeting		
	आरोपपत्र न ठेवण्याच्या कारणांसह कोणताही विशेष अभिप्राय : नटवरलाल टिब्रेवाल, लता टिबरेवाल, M/s Shorelight Limited (UK) यांनी मा.उच्च न्यायालय मुंबई येथे फौजदारी याचिका क्र.३६/२०२५ दाखल करून त्यांचेविरूध्द दाखल गुन्हा अंशत: रद्द करण्याची विनंती केली होती. मा.उच्च न्यायालयाने दिनांक १६/०५/२०२५ रोजीचे आदेशान्वये विनंती मान्य करून आरोपी नटवरलाल टिब्रेवाल, लता टिबरेवाल आणि M/s Shorelight Limited (UK) यांचेबाबतील प्रथम खबर क्र.३२/२०२४ Partially quashed केली असल्याने तसेच गुन्हयातील फिर्यादी यांनी तथ्य लपवुन खोटी तक्रार दिल्याचे तपासाअंती निष्पन्न झाल्याने दोषारोपपत्र दाखल करण्यात येत नाही.		

Form : 5-C

Particulars of accused persons - not charge-sheeted(suspect):

आरोपपत्र न ठेवलेल्या आरोपीचा तपशील (संशयित) :

(i)	Name :	LATA TIBREWAL			Whether verified:	
	नाव	लता टिबरेवाल			पडताळले किंवा काय	होय
(ii)	~~Father~~'s/Husband's Name	NATWARLAL TIBREWAL				
	~~पित्याचे~~/पतीचे नाव	नटवरलाल टिबरेलवाल				
(iii)	Date/Year of Birth					
	(जन्मतारीख/वर्ष) :	४५ वर्षे				
(iv)	Sex:			(v)	Nationalily:	
	लिंग	स्त्री			राष्ट्रीयत्व	भारतीय
(vi)	Passport No.:		Date of Issue:		Place of Issue:	
	पारपत्र क्र		दिल्याची तारीख		दिल्याचे ठिकाण	
(vii)	Religion :		(viii)	Whether SC/ST:		
	धर्म	हिंदू		अनुसुचित जातीचा/ जमातीचा आहे का?	नाही	
(ix)	Occupation					
	(व्यवसाय)	व्यापार				
(x)	Address					
	(पत्ता)	मुळ पत्ता - ए-२०१, दुसरा माळा, ऑस्टर टॉवर, गोकुळधाम फिल्म सिटी रोड, मालाड (पुर्व), मुंबई ४०० ०९७ सध्याचा पत्ता - 8 Sandmoor Drive, Leeds, LS17 7DG, York, North, Yorkshire, United Kingdom 2) 31 Moyola House, 31 Howthorne Grove, York, England, YO317YA				
	Whether verified					
	(पडताळला किंवा काय)	होय				

(xi)	Provisional Criminal No	(तात्पुरता गुन्हेगार क्र.)	A-5
(xii)	Suspicion Approved	Yes/No	
	(सशंय खरा ठरला काय)	(होय/नाही)	नाही
(xiii)	Status of the accused Forwarded/Bailed by Police/In Police Custody/Bailed by Court/In Judicial Custody/Absconding/ Proclaimed Offender : (आरोपीची स्थिती)		अटक करण्यात आली नाही.
	पुढे पाठवले/पोलीसांनी जामीनावर सोडले/पोलीस कोठडीत/न्यायलयाने जामीनावर सोडले/न्यायालयीन कोठडीत/फरारी/उद्घोषित अपराधी		
	अटक करण्यात आली नाही.		
(xiv)	Under Acts & Sections		
	कोणत्या अधिनियमांखाली व कलमान्वये :	भा.द.वि. कलम ४२०, ४०९, ४६५, ४६७, ४६८, ४७१, ३४	
(xv)	Any special remarks including reasons for not chargsdheeting		
	आरोपपत्र न ठेवण्याच्या कारणांसह कोणताही विशेष अभिप्राय : नटवरलाल टिब्रेवाल, लता टिबरेवाल, M/s Shorelight Limited (UK) यांनी मा.उच्च न्यायालय मुंबई येथे फौजदारी याचिका क्र.३६/२०२५ दाखल करून त्यांचेविरूध्द दाखल गुन्हा अंशतः रद्द करण्याची विनंती केली होती. मा.उच्च न्यायालयाने दिनांक १६/०५/२०२५ रोजीचे आदेशान्वये विनंती मान्य करून आरोपी नटवरलाल टिब्रेवाल, लता टिबरेवाल आणि M/s Shorelight Limited (UK) यांचेबाबतील प्रथम खबर क्र.३२/२०२४ Partially quashed केली असल्याने तसेच गुन्हयातील फिर्यादी यांनी तथ्य लपवुन खोटी तक्रार दिल्याचे तपासाअंती निष्पन्न झाल्याने दोषारोपपत्र दाखल करण्यात येत नाही.		

Form : 5-C

Particulars of accused persons - not charge-sheeted(suspect):

आरोपपत्र न ठेवलेल्या आरोपीचा तपशील (संशयित) :

(i)	Name :	M/s/ SHORELITE LIMITED			Whether verified:		
	नाव	**शोरलाईट लि. कंपनी**			पडताळले किंवा काय		
(ii)	~~Father~~'s/Husband's Name	SHORELITE LIMITED					
	~~पित्याचे~~/पतीचे नाव						
(iii)	Date/Year of Birth						
	(जन्मतारीख/वर्ष) :						
(iv)	Sex:			(v)	Nationalily:		
	लिंग				राष्ट्रीयत्व		
(vi)	Passport No.:		Date of Issue:		Place of Issue:		
	पारपत्र क्र		दिल्याची तारीख		दिल्याचे ठिकाण		
(vii)	Religion :		(viii)	Whether SC/ST:			
	धर्म			अनुसुचित जातीचा/ जमातीचा आहे का?			
(ix)	Occupation						
	(व्यवसाय)						
(x)	Address						
	(पत्ता)	Chester House, Lloyd Drive Ellesmere Port, England CH65 9HQ					
	Whether verified						
	(पडताळला किंवा काय)						

(xi)	Provisional Criminal No	(तात्पुरता गुन्हेगार क्र.)	A-6
(xii)	Suspicion Approved	Yes/No	
	(सशंय खरा ठरला काय)	(होय/नाही)	नाही
(xiii)	Status of the accused Forwarded/Bailed by Police/In Police Custody/Bailed by Court/In Judicial Custody/Absconding/ Proclaimed Offender : (आरोपीची स्थिती)		लागू नाही
	पुढे पाठवले/पोलीसांनी जामीनावर सोडले/पोलीस कोठडीत/न्यायलयाने जामीनावर सोडले/न्यायालयीन कोठडीत/फरारी/उद्घोषित अपराधी		
(xiv)	Under Acts & Sections		
	कोणत्या अधिनियमांखाली व कलमाच्ये :		
(xv)	Any special remarks including reasons for not chargsdheeting		
	आरोपपत्र न ठेवण्याच्या कारणांसह कोणताही विशेष अभिप्राय : नटवरलाल टिब्रेवाल, लता टिबरेवाल, M/s Shorelight Limited (UK) यांनी मा.उच्च न्यायालय मुंबई येथे फौजदारी याचिका क्र.३६/२०२५ दाखल करून त्यांचेविरूध्द दाखल गुन्हा अंशत: रद्द करण्याची विनंती केली होती. मा.उच्च न्यायालयाने दिनांक १६/०५/२०२५ रोजीचे आदेशान्वये विनंती मान्य करून आरोपी नटवरलाल टिब्रेवाल, लता टिबरेवाल आणि M/s Shorelight Limited (UK) यांचेबाबतील प्रथम खबर क्र.३२/२०२४ Partially quashed केली असल्याने तसेच गुन्हयातील फिर्यादी यांनी तथ्य लपवुन खोटी तक्रार दिल्याचे तपासाअंती निष्पन्न झाल्याने दोषारोपपत्र दाखल करण्यात येत नाही.		

FORM : 5 - D

13.Particulars of witnesses to be examined:
पडताळलेल्या साक्षीदारांचे विवरण

Sr.No. अ.क्र.	Name (नांव)	Father's/Husband's Name (पित्याचे/पतीचे नांव)	Date of Birth (जन्म तारीख)	Occupation (व्यवसाय)	Address (पत्ता)	Type of evidence to be tendered सादर करावयाच्या पुराव्याचा प्रकार
1	2	3	4	5	6	7
१	विकास शुक्ला,	केशवराम शुक्ला,	वय ३५ वर्षे,	व्यापार	रा.ठी. १००१ जमाईका, नाहर अमृतशक्ती चांदीवली फॉर्म रोड, अंधेरी ४०००७२	फिर्यादी
२	मायकल क्लिफेल	क्लिफेल	वय ६० वर्ष	संचालक,	बीच अव्हेन्यू ५४, १११९ पी.डब्ल्यू शिफोल रिजीक, नेदरलँड Mo.No.+31654281518. Email Id –trekair@gmail.com	मुळ फिर्यादी
३	परशुराम सातपुते	पांडुरंग सातपुते	वय २९ वर्ष	चालक	रूम न.७२, आर.११ बिल्डिंग, एकता सोसायटी, आजगावकर प्लॉट, साई सिध्दि कॉम्प्लेक्स, जोगेश्वर (पुर्व), मुंबई ४०००६०	पंच
४	अविनाश शेजुळ	नारायण शेजुळ	वय ३८ वर्ष	व्यापार	प्लॅट न.१२०४, १२ वा मजला, निर्मल बिल्डींग, नरीमन पॉईट, मुंबई ४०० ००१	पंच
५	आनंद शुक्ला	इंद्रदेव शुक्ला	वय ३७ वर्ष	अकाउंटट	रूम न.३७, विकास नगर, बेहराम बाग, जोगेश्वरी (पुर्व), मुंबई ४०० १०२	पंच
६	विकास चौधरी	ब्रिजनंदन चौधरी	वय २८ वर्ष	सिक्युरिटी गार्ड	ठंदिरा नगर, मरोळ पाईपलाईन, मुंबई ४०० ०५९	पंच
७	रविंद्र पांडे	भाग्या नारायण पांडे	वय ३१ वर्ष	कंपनी संचालक	एच-२, ६७ तिसरा माळा, बेंगाली बस्ती, महावीर एन्क्लेव, पालम गांव, साउथ वेस्ट, दिल्ली ११००४५, ईमेल -rawindra111@gmail.com	साक्षीदार
८	राजेंद्र सिंह, सुखदेव सिंह राव	राजेंद्र सिंह, सुखदेव सिंह राव	वय-५४ वर्षे	कंपनी संचालक	१०१ ए, भगतानी क्रिष्णंग बिल्डींग, पहिला माळा, सी.एस. बी विंग, दत्तात्रय रोड, १६-सी, सांताक्रुज पश्चिम मुंबई ४०० ०५४ ईमेल -asr102@rediffmail.com	साक्षीदार
९	शुभकरण श्रीचंद जैन	श्रीचंद जैन	वय-८० वर्षे	कंपनी सेक्रेटरी	७०२,फ्लॅट नं-७०२,सुमेर अपार्टमेंन्ट संकल्प घानेकर रोड,प्रभादेवी मुंबई. ४०००२५. ऑफिस पत्ता-नं-११,दुसरा मजला,फ्रेन्डस युनियन प्रिमायसेस को. ऑप.हौ.सोसा.२२७ पी डेमेलो रोड ४००००१	साक्षीदार
१०	विमल अग्रवाल	जगदीश अग्रवाल	वय-४४ वर्षे	व्यापार	बी ३०६,साईकृपा इलाईट फर्न सिटी रोड,डोडनकुंडी,बॅगलोर ५६००३७	साक्षीदार

११	दक्षेश बालसारा,	सुमनभाई बालसारा,	वय ४५ वर्षे	असिस्टंट व्हाईसप्रेसिडंट, ॲक्सीस बँक	१४/१०५३, वृषाली सदन, टाटा पॉवरहाउस, बोरिवली पुर्व, मुंबई ४०००६६	साक्षीदार
१२	रविन्द्रं अग्रवाल	आनंदकुमार अग्रवाल	वय३५ वर्षे	व्यापार	डी.१३०१, १नॉर्थ सोसायटी, मगरपटटा, पुणे ४११०२८	साक्षीदार
१३	प्रशांत जैन	जिवराज जैन	वय४७ वर्षे	सी.ए./आ.पी.	ए.५०१ शांती हाइट्रस,सेक्टर ११,कोपरखैरणे, नवी मुंबई	साक्षीदार
१४	बालाजी चिमोटे	सुमन्त चिमोटे	वय २९ वर्षे	नोकरी,	६१०,सेक्टर ३० वाशी,नवी मुंबई ४००७०३.	साक्षीदार
१५	बिपिन शिंदे,	शिंदे,	वय ३१ वर्षे	पोलीस उप निरीक्षक	नेमणुक -सहार पोलीस ठाणे मुंबई	दाखल व प्राथ. तपास अधिकारी
१६	श्रीमती स्वप्ना वाघमारे	वाघमारे	वय ३३ वर्षे	सहा. पोलीस निरीक्षक	तात्कालीन नेमणुक - आर्थिक गुन्हे विभाग, मुंबई सध्याची नेमणुक - सशस्त्र विभाग, ताडदेव मुंबई	तपास अधिकारी
३१	सचिन सुर्यवंशी	निवृत्ती सुर्यवंशी	वय ४६ वर्षे	पोलीस निरीक्षक	नेमणुक - आर्थिक गुन्हे विभाग, मुंबई	तपास अधिकारी
३२	होनाजी लांडे	मारूती लांडे	वय ५६ वर्षे	पोलीस निरीक्षक	नेमणुक - आर्थिक गुन्हे विभाग, मुंबई	तपास अधिकारी
३३	श्री गजेंद्र क्षीरसागर	श्री रमेश क्षीरसागर	वय ४२ वर्षे	नोकरी पो.नि.	नेमणुक - आर्थिक गुन्हे विभाग, कक्ष ५, (ज.चि.३) मुंबई ०१	तपास अधिकारी

14. If FIR is False, indicate action taken or proposed to be taken u/s 182/211 IPC :
पहिली खबर खोटी असेल तर भारतीय दंड संहितेच्या १८२/२११ अन्वये केलेली किंवा करावयाची कार्यवाही नमुद करावी : -
सदर गुन्ह्यातील फिर्यादी यांनी घटनेतील तथ्य लपवुन त्यांची आर्थिक फसवणुक झाल्याची खोटी तक्रार दिली असल्याने कार्यवाही करावयाची आहे.

15. **Result of Laboratory Analysis :-**

प्रयोगशाळा विश्लेषणाचा निष्कर्ष :- आरोपी अमित अगरवाल यांचा Samsung Fold 5 Model, Color - Off-white and silver, IMEI No. 356725760578049, 357227160578041 Jio Sim card Mobile Number 9870811224 Sim Card No. 8991 8740 5000 2741 8939 या मुद्देमालाची तांत्रीक तपासणी होवून अहवाल तसेच मुद्देमाल न्यायसहायक वैज्ञानिक प्रयोगशाळा, कलीना मुंबई येथुन दि.०५/१२/२०२५ रोजी प्राप्त झाला आहे. गुन्ह्यातील मुद्देमाल मा.अति.मुख्य न्यायदंडाधिकारी, ४७ वे न्यायालय, एस्प्लनेड मुंबई यांचे दि.१९/०९/२०२५ रोजीचे आदेशान्वये आरोपी अमित अगरवाल यांना दि.०८/१२/२०२५ रोजी परत करण्यात आला आहे. प्राप्त अहवाल (डिव्हीडी) चे अवलोकन केले असता डिव्हीडी मधील मुख्य ४ फोल्डर व त्यामधील अंतर्भुत फोल्डर/फाईलचे अवलोकन केले असता फोल्डर क्र.१ (file) Chats of +31654281518 found in Ex.1 यामध्ये आरोपी अमित अगरवाल आणि मिशेल निफेल यांचेमध्ये दि.१७/०६/२०२२ ते दि.०८/०२/२०२३ पर्यत व्यावसायीक संभाषण (एकुण २७३ पाने) असुन त्यापुढील संभाषण मिळुन येत नाही. त्यामुळे यामध्ये विमानाचे इंजिन दि.१९/०२/२०२३ रोजी निर्यात केले असल्यामुळे पुढील वाद/व्यवहार यासंबधी कोणताही पुरावा मिळुन आला नाही. इतर फोल्डर, फाईल यांचे अवलोकन केले असता गुन्ह्यासंबधाने उपयुक्त होईल असा पुरावा दिसुन येत नाही.

16. Brief Facts of the case add separate Sheets if necessary
प्रकरणाची थोडक्यात माहिती (आवश्यक असल्यास वेगळा कागद जोडावा)

सदर गुन्हा मा. न्यायालयाचे स्थळसिमेअंतर्गत घडलेला असुन, तक्रारदार विकास केशवराम शुक्ला, रा.ठि.अंधेरी, मुंबई यांनी श्री मिशेल निफेल,प्रेसिडेंट ॲन्ड सी ई ओ ऑफ Trek Air BV, Beech Avenue 54, 1119 PW Schiphol Rijk, Netherland यांच्याकडून दि.२३/११/२०२३ रोजी पॉवर ऑफ ॲटर्नि घेवून मिशेल निफेल यांचेवतीने १) अमित कमल अगरवाल, २)कमल नगरमल अगरवाल, ३) आकाश कमल अगरवाल, संचालक मेसर्स सुप्रिम टान्सपोर्ट ऑर्गनायझेन प्रा.लि.९०१ बिकानेर भवन, जैन टेंपल,जे बी नगर, अंधेरी, पुर्व ४) नटवरलाल टिब्रेवाल, ५) लता टिब्रेवाल रा. 31, Moyola House, 32 Howthorne Grove, York , England YO317YA आणि ६) मे.शोरलाईट लि.(यु.के.)यांच्या विरूध्द तक्रारअर्ज सादर असता प्रा.चौ.क्र.४०/२०२४ नोंद करून तक्रारअर्जाची पडताळणी करण्यात आली आहे. पडताळणीअंती सदर प्रकरणात फौजदारी दखलपात्र गुन्हा निष्पन्न झाल्याने तक्रारदार यांचे तक्रारीवरून सहार पोलीस ठाणे मुंबई येथे गु.र.क्र.४६४/२०२४ भा.द.वि. कलम ४०९,४२०,४६५,४६७,४६८,४७१,३४ अन्वये दिनांक ०८/०५/२०२४ रोजी गुन्हा नोंद करण्यात आला असुन सदर गुन्हा पुढील तपासकामी आर्थिक गुन्हे विभाग, मुंबई वर्ग करण्यात आल्याने सदर गुन्हयास गु.र.क्र.३२/२०२४ अन्वये नोंद करण्यात येवुन तपास करण्यात आला आहे.

१) **गुन्हयाची थोडक्यात हकिकत** :- परदेशी नागरीक नामे श्री. मिशेल निफेल, प्रेसिडेंट ॲन्ड सी ई ओ ऑफ Trek Air BV,Beech Avenue 54, 1119 PW Schiphol Rijk, Netherland हे जुने विमान/एअरक्राफ्ट खरेदी-विक्रीचा व्यवसाय करतात. सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमीटेड' या कंपनीच्या अपघातग्रस्त विमानाबाबत प्रसारित झालेल्या बातमीमधून नमूद कंपनीकडे भारतामध्ये अपघातग्रस्त खरेदी करण्यायोग्य एअरक्राफ्ट उपलब्ध असल्याचे माहिती मिशेल निफेल यांना प्राप्त झाली होती. एप्रिल २०२२ मध्ये मिशेल निफेल यांनी आरोपी क्र.१ नामे अमित कलम अगरवाल यास संपर्क साधुन दोन्ही पक्षकारांच्या सहमतीने विमानाची किंमत निश्चित होवून त्या अनुषंगाने आवश्यक तरतुदींची पुर्तता करण्यात आली. दिनांक २०/०७/२०२२ रोजी आरोपीतांच्या VY-UDN या विमानाच्या खरेदीबाबत आरोपीत कंपनीच्या वतीने कंपनीचे संचालक आरोपी क्र.१ अमित कमल अगरवाल व श्री. मिशेल निफेल यांच्यामध्ये करार करण्यात आला. त्यामध्ये मुख्यत: खालील नमूद प्रमाणे तरतूद केली होती.

- Air craft was sold at a consideration of $ 5,50,000.
- Escrow account was to be opened with Powell Aircraft Title Services (Ms. Chandra Crawford - +1-4056854858) based in Oklahoma, USA.

- Escrow to forward the purchase price $5,50,000 to the sellers desired bank account upon completion of all the sale formalities.
- Aircraft will be delivered to the buyer free and clear of all liens and encumbrances and with marketable title with De registration of Aircraft from DGCA.
- Seller to pay all taxes, duties, penalties, charges, invoices due if any in respect to the aircraft.
- Seller is responsible for all the risks of loss with respect to the Aircraft until Buyer executes Aircraft Delivery Receipt.

वर नमूद करारानुसार विमानाची किंमत ५ लाख ५० हजार यु एस डॉलर निश्चित करून, सदरची रक्कम एस्क्रो खात्यात जमा करण्याचे निर्धारीत करण्यात आले त्याप्रमाणे दिनांक ०५/०८/२०२२ रोजी मिशेल निफेल यांनी ५ लाख ५० हजार यु एस डॉलर अशी रक्कम एस्क्रो खात्यात जमा केली होती. दिनांक १०/०१/२०२३ रोजी आरोपी अमित अगरवाल यांनी मिशेल निफेल यांना जयपुर विमानतळाचे ट्रान्सपोर्ट चार्जेस इनव्हॉईस पाठविल्याने मिशेल निफेल यांनी ६० हजार यु.एस.डॉलर आरोपींच्या 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमीटेड' या कंपनीच्या बँक ऑफ बरोडा, साकीनाका शाखा, मुंबई खाते क्र.०४७२०२०००० ५६१ यामध्ये एस्क्रोच्या मार्फतीने जमा केले होते.

दिनांक ०७/०२/२०२३ रोजी नमूद एअरक्राफ्ट जयपूर एअरपोर्ट येथून शिपमेंट करण्यासाठी गुजरात येथील मुंद्रा पोर्ट येथे पाठविण्यासाठी रवाना केल्यावर आरोपीतांनी मिशेल निफेल यांच्याकडे उर्वरीत रक्कम ४ लाख ९० हजार यु एस डॉलरची मागणी केली. नमूद रक्कम ही आरोपी क्र. ४) नटवरलाल टिब्रेवाल व ५) लता टिब्रेवाल यांच्या ''शोललाईट लिमीटेड''या कंपनीच्या यु.के.मधील बँक खात्यावर अदा करण्यास कळविण्यात आले. मुळ करारातील या बदलाबाबत दिनांक ०७/०२/२०२३ रोजी ॲमेंडमेंट करार करण्यात येवून त्यानुसार मिशेल निफेल यांनी ऐस्क्रोच्या मार्फतीने ४ लाख ९० हजार यु एस डॉलर 'शोललाईट लिमीटेड' या कंपनीच्या यु.के.मधील बँक खात्यावर जमा केली.

यादरम्यान दिनांक ०४/०५/२०२३ रोजी सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमीटेड कंपनीच्या नमुद विमानावर १२.५ करोड रू कर्ज देण्यात आले असल्याने विमानाबाबत व्यवहार न करण्याबाबत मिशेल निफेल यांना ॲक्सिस बँक, वरळी येथून ईमेल प्राप्त झाला तसेच 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमीटेड' या कंपनीचे संचालक असलेले आरोपी क्र.१) अमित कमल अगरवाल २) कमल नगरमल अगरवाल ३) आकाश कमल अगरवाल यांचा कंपनीच्या उर्वरीत संचालकांसोबत कंपनीतील गैरव्यवहाराबाबत वाद असून एनसीएलटी न्यायालय, मुंबई येथे दावा प्रलंबित आहे. अशी माहिती मिशेल निफेल यांना प्राप्त झाली. नमूद कंपनीच्या मालमत्तेच्या विक्रीबाबत एनसीएलटी न्यायालयाकडून 'स्टे ऑर्डर' पारित केलेली असतांनाही

आरोपीतांनी नमूद विमान विक्रीचा बेकायदेशिर व्यवहार मिशेल निफेल यांच्याशी केला असल्याने इतर संचालकांनी आरोपीतांविरोधात एनसीएलटी न्यायालयात धाव घेतली म्हणुन त्यावेळी एनसीएलटी न्यायालयाने मुंद्रा पोर्ट प्रशासनास सदरचे विमान अमेरीका येथे पाठविण्यास दिनांक १८/०५/२०२३ रोजी मनाई आदेश पारीत केले. त्यामुळे नमूद विमान हे कस्टम विभाग, मुंद्रा पोर्ट यांनी न्यायालयाच्या आदेशाने अटकावून ठेवल्याने मिशेल निफेल यांच्यापर्यंत ते पोहचु शकले नाही.

यानंतर दिनांक ०८/०९/२०२३ रोजी एनसीएलटी, मुंबई यांच्या आदेशाने आरोपीतांची 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमीटेड' ही कंपनी आयबीसी मध्ये समाविष्ट झाली व कंपनीच्या मालमत्तेवर आय.आर.पी. ची नेमणूक करण्यात आली, याबाबत विचारणा करून विमान खरेदीसाठी दिलेली रक्कम परत करण्याची मागणी केली असता आरोपीने त्याच्याकडे पैसे नसल्याचे सांगून रक्कम परत केली नसल्याने आर्थिक फसवणूक केल्याबाबत विकास केशवराम शुक्ला यांनी तक्रार दिलेली आहे.

२) तपास :- तपासादरम्यान तात्कालीन तपास अधिकारी यांनी दिनांक ०८/०५/२०२४ रोजी आरोपी क्र.०१ नामे अमित कमल अगरवाल यांना अटक करून दिनांक १६/०५/२०२४ पर्यंत पोलीस कोठडी प्राप्त करून आरोपीकडे तपास केला आहे. तपासादरम्यान दि.११/०५/२०२४ रोजी अटक आरोपीचे राहते घर- फ्लॅट नंबर ७०३, संकल्प को.ऑ.हौ.सोसायटी, जे.बी.नगर, अंधेरी- पूर्व, मुंबई या घराची तसेच दिनांक १४/०५/२०२४ रोजी रेसोल्युशन प्रोफेनलन यांच्या ताब्यातील 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमीटेड', कंपनीचे कार्यायल ५/बी ३४ अक्षय मित्तल इंडस्टिअल इस्टेट,एम.व्हि.रोड, अंधेरी (पू),मुंबई ४०००५९ येथे घरझडती/कार्यालय झडती पंचनामा केला आहे. दि.११/०६/२०२४ रोजी मा.अति.मुख्य. न्यायदंडाधिकारी, ४७ वे न्यायालय, एस्प्लनेड कोर्ट, मुंबई यांनी अटक अमित कमल अगरवाल यांना जामिनावर मुक्त केले आहे. फिर्यादी विकास शुक्ला यांनी आरोपीच्या जामीन आदेशास मा. सत्र न्यायालयात आव्हान केले असून जामीन आदेश रद्द व्हावा या करीता सादर अर्ज मा.सत्र न्यायालय, मुंबई कोर्ट रूम नंबर २० येथे प्रलंबित आहे.

गुन्हयातील आरोपी नटवरलाल टिब्रेवाल, लता टिबरेवाल आणि M/s Shorelight Limited (UK) यांनी मा.उच्च न्यायालय मुंबई येथे फौजदारी याचिका क्र.३६/२०२५ दाखल करून त्यांचेविरूध्द दाखल गुन्हा अंशतः रद्द करण्याची विनंती केली होती. दि.०७/०४/२०२५ रोजी नटवरलाल टिब्रेवाल, लता टिबरेवाल, M/s Shorelight Limited (UK) यांनी ट्रेक एअेर बी.व्ही. यांचे सहमतीने कंन्सेंन्टर्म ॲग्रीमेंन्ट तयार करून दिनांक १६/०४/२०२५ रोजी वकीला मार्फत मा.उच्च न्यायालय, मुंबई येथे दाखल केले होते. त्यांनतर कंन्सेंन्टर्मनुसार M/s Shorelight Limited (UK) यांनी एस्क्रो खाते क्रमांक ००-२८६८०-४८४९३ (पावेल एअरक्रॉफ्ट टाईटल सर्विसेस) मध्ये दिनांक २१/०४/२०२५ रोजी रू.१ लाख युस डॉलर पाठविले तद्नंतर

मा.उच्च न्यायालयाने दिनांक १६/०५/२०२५ रोजीचे आदेशान्वये याचीकाकर्त्याची विनंती मान्य करून आरोपी नटवरलाल टिब्रेवाल, लता टिबरेवाल आणि M/s Shorelight Limited (UK) यांचेसंबधाने प्रथम खबर क्र.३२/२०२४ Partially quashed केली आहे. उर्वरीत रक्कम ३ लाख ९० हजार युएस डॉलर M/s Shorelight Limited (UK) यांनी एस्क्रो खाते क्रमांक ००-२८६८०-४८४९३ (पावेल एअरक्रॉफ्ट टाईटल सर्विसेस) मध्ये दिनांक ०३/०६/२०२५ रोजी जमा केली आहे. त्यामुळे त्यांचेविरूध्द तक्रारकर्त्याचे कोणतेही आरोप नाहीत.

आरोपी नामे कमल नगरमल अगरवाल यांना मा.सत्र न्यायालय, मुंबई येथून दि.०२/०९/२०२४ रोजी अटकपूर्व जामीन मंजूर झालेला आहे. त्यांना अटक न करता तपास करण्यात आला आहे. आरोपी नामे आकाश कमल अगरवाल सध्या रा.अमेरीका यांना तपासकामी फौ.प्र.सं. कलम ४१(१),(अ) नुसार नोटीस दिलेली असुन त्यांचे गुन्हयासंबधाने निवेदण प्राप्त झाले आहे.

अटक आरोपी आरोपी क्र.०१ नामे अमित कमल अगरवाल याने या गुन्हयाच्या पूर्व तपासी अधिकारी व इतर व्यक्ती यांच्या विरोधात मा.पोलीस सह आयुक्त सो, आगुवि, मुंबई यांच्याकडे तक्रार अर्ज सादर केला असून, त्या धर्तीवर सदर गुन्हयाचा तपास निष्पक्षपणे होण्यासाठी सदर गुन्हा कक्ष ५, ज.चि.३,या कक्षात वर्ग करण्यात आला. त्यानुसार मा. वरिष्ठांच्या आदेशाने दिनांक २४/१०/२०२४ पासून प्रस्तुत गुन्हयाचा सचिन सुर्यवंशी, पो.निरीक्षक,कक्ष ५ यांचेकडे देण्यात आला होता. त्यांनतर पो.नि. सचिन सुर्यवंशी यांची बदली झाल्याने दि.१८/०३/२०२५ पासुन सदर गुन्हयाचा तपास पोलीस निरीक्षक श्री होनाजी लांडे, कक्ष-५ यांचेकडे देण्यात आला होता. पो.नि. श्री होनाजी लांडे यांची बदली झाल्याने दिनांक-१९/०९/२०२५ पासुन सदर गुन्हयाचा तपास आमचेकडे वर्ग करण्यात आला आहे.

३) गुन्हयातील साक्षीदारांकडे तपास :-

साक्षीदार श्री विमल जगदीश अगरवाल, वय-४४ वर्षे :- नमूद साक्षीदार हे आरोपी कंपनी 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमीटेड' चे पूर्व संचालक आहेत तसेच ते आरोपी अमित अगरवाल याचे चुलत बंधू आहेत. सन २०१५ मध्ये आरोपी कमल अगरवाल व त्यांची मुले नामे अमित अगरवाल व आकाश अगरवाल हे कंपनीमध्ये संचालक झाले. त्यावेळी अमित अगरवाल व आकाश अगरवाल यांनी कंपनीमध्ये एक एव्हिएशन चा व्यवसाय सुरू केल्याने सतीश अगरवाल, अरूण अगरवाल, आनंद अगरवाल , रवी अगरवाल यांनी 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लिमीटेड', कमल अगरवाल. विमल अगरवाल, गिरिश अगरवाल, अमित अगरवाल, आकाश अगरवाल आणि संगिता 'एव्हिएशन सर्व्हिसेस प्रा.लिमीटेड' यांच्या विरूद्ध २०१५ साली कंपनीच्या गैरव्यवहाराबाबत एनसीएलटी मध्ये CP/88(MB) of 2015 असा दावा दाखल केला.

सन २०१७ मध्ये आरोपी अमित, कमल व आकाश अगरवाल यांनी ॲक्सिस बॅक, विलेपार्ले पश्चिम, मुंबई येथून 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि.', या कंपनीच्या नावाने व्यवसायाकरीता लोन घेत आहोत असे सांगुन त्यावर साक्षीदार विमल अगरवाल व गिरीष अगरवाल यांच्या सहया घेतल्या होत्या. आरोपी अमित व आकाश यांनी इतर संचालकांना कोणतीही कल्पना न देता ॲक्सिस बँकेकडून रू.१२.५ कोटी लोन प्राप्त करून अमेरिका येथून VT-UDN(सेसना कॅरावॅन) या कंपनीचे विमान खरेदी केले व वर्षभर त्याचा वापर केला. दिनांक ८ ऑगस्ट २०१८ मध्ये त्याचा गंगानगर, राजस्थान येथे VT-UDN(सेसना कॅरावॅन) या विमानास अपघात झाल. त्यानंतर नमूद साक्षीदार यांनी एनसीएलटी, मुंबई येथे 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि', व आरोपी कमल अगरवाल, अमित अगरवाल, आकाश अगरवाल यांच्या विरूद्ध CP/88(MB) of 2015 यामध्येच CA625/2022 प्रमाणे त्यांचा दावा दाखल केलेला आहे. सन २०२३ जानेवारी मध्ये साक्षीदार विमल अगरवाल यांना जीएसटी विभागातून फोन आला व त्यांनी 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि.' या कंपनीचे ६० लाख रूपये जीएसटी भरणे बाकी असल्याचे सांगितले. त्यावेळी साक्षीदार यांनी विचारणा केली असता कंपनीने डिसेंबर २०२२ मध्ये VT-UDN (सेसना कॅरावॅन) या विमानाची विक्री केली आहे अशी माहिती त्यांना प्राप्त झाली.

साक्षीदार यांनी विमानाबाबत चौकशी केली असता त्यांना माहिती प्राप्त झाली की, VT-UDN (सेसना कॅरावॅन) हे विमान मुंद्रा पोर्ट मध्ये असून ते अमेरिकेला जाणार आहे. नमूद साक्षीदार श्री. विमल अगरवाल यांनी अधिक माहीती प्राप्त करून या गुन्हयातील विमान खरेदी करणारे श्री. मिशेल निफेल यांना दिनांक ११/०४/२०२३ रोजी त्यांचे ईमेल आयडी TREKAIR@GMAIL.COM मेल करून नमूद विमानाबाबत असलेल्या न्यायालयीन स्थितीची माहिती दिली. दिनांक १८/०५/२०२३ रोजी नमूद साक्षीदार श्री. विमल अगरवाल व त्यांचे भाऊ श्री. गिरिश अगरवाल यांनी एनसीएलटी न्यायालय, मुंबई येथे 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि.',व आरोपी कमल अगरवाल ,अमित अगरवाल, आकाश अगरवाल यांच्या विरूद्ध यापूर्वी दाखल असलेल्या CP/88(MB)of 2015 यामध्येच कन्टेम्प्ट पीटीशन क्र.4/2023 दाखल करून कंपनीची मालमत्ता असलेले वर नमूद विमानास अटकाव करण्यासाठी आदेश होण्यास न्यायालयास विनंती केली. या अनुषंगाने दिनांक १८/०५/२०२३ रोजी मा. एनसीएलटी न्यायालयाने कस्टम विभाग,मुंद्रा पोर्ट येथील प्रशासनास आदेश पारित करून विमान अमेरिका येथे जाण्यास स्टे दिलेला आहे.

साक्षीदार श्री रविंद्र आनंदकुमार अगरवाल ,वय-३५ वर्षे :- नमूद साक्षीदार हे आरोपी कंपनी 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमीटेड' चे पूर्व संचालक आहेत तसेच ते आरोपी अमित अगरवाल याचे चुलत भाऊ आहेत. त्यांनी त्यांच्या जबाबात वर नमूद साक्षीदार श्री. विमल जगदीश अगरवाल यांनी नमुद केलेली मिळतीजुळती हकीकत कथन केली आहे. CP/88(MB) of 2015 यामध्ये साक्षीदार श्री. रविंद्र

अगरवाल हे मुळ पिटीशनर आहेत. गुन्हयातील आरोपी अमित अगरवाल, कमल अगरवाल व आकाश अगरवाल यांनी कंपनीला कोणतीही पूर्व कल्पना न देता कंपनीच्या नावावर परस्पर १४ कोटी रू.कर्ज काढून VT-SAI(सेसना कॅरावॅन) या कंपनीचे विमान खरेदी केले. त्याबाबत सर्व डायरेक्टर यांना याबाबत समजले असता त्यावेळी नमूद साक्षीदार श्री रविन्द्रं आनंदकुमार अगरवाल, त्यांचे वडील आनंद अगरवाल, चुलत भाऊ नामे सतीश अगरवाल, अरूण अगरवाल यांनी एकत्र येवून 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि.' ही कंपनी व कमल अगरवाल. विमल अगरवाल, गिरिश अगरवाल, अमित अगरवाल, आकाश अगरवाल आणि संगिता एव्हिएशन सर्व्हिसेस प्रा.लि यांच्या विरूद्ध एनसीएलटी येथे २०१५ साली कंपनीच्या गैरव्यवहाराबाबत CP/88(MB) of 2015 असा दावा दाखल केला.

साक्षीदार श्री. प्रशांत जिवराज जैन, वय-४७ वर्षे :- सन २०१७ मध्ये ॲक्सिस बँकेकडून प्राप्त केलेले रू. १२.५० कोटी कर्ज रक्कम परतफेड न झाल्याने ॲक्सीस बॅकेने एनसीएलटी,मुंबई येथे कंपनी पिटीशन IB/368/MB/C-II/2023 पिटीशन दाखल केले. नमूद पिटीशन मान्य होवून दिनांक ०८/०९/२०२३ रोजी 'सुप्रिम ट्रान्सपोर्ट प्रा.लि.' ही कंपनी आयबीसी मध्ये मा. न्यायालयाचे आदेशाने समाविष्ठ करण्यात आली. दिनांक ०८/०९/२०२३ रोजीच्या मा. न्यायालयाच्या आदेशाने नमूद कंपनीवर आय.आर.पी. म्हणुन श्री प्रशांत जैन, यांची नियुक्ती आहे. श्री. प्रशांत जैन यांनी दिनांक १४/१०/२०२३ रोजी 'फायनान्सीयन एक्सप्रेस' या न्युज पेपर मध्ये बातमी देवुन नमूद कंपनीची मालमत्ता कोणीही घेवु नये सदरची सर्व प्रॉपर्टी ही कंपनीच्या ताब्यात आहे असे जाहिर केले आहे. श्री. प्रशांत जैन, यांनी आपल्या अधिकारात नमूद कंपनीच्या एकूण १७ मालमत्ता निष्पन्न करून त्यातील १५ मालमत्ता ताब्यात घेतल्या असून त्याची यादी आपल्या जबाबात नमूद केली आहे. आरोपी अमित अगरवाल,कमल अगरवाल व आकाश अगरवाल यांनी सुप्रिम कंपनीची मालमत्ता VT-UDN सेना ग्रॅन्ड कारवन २०८- बी ही मालमत्ता इतर डायरेक्टर यांना कोणतीही कल्पना न देता श्री. मिशेल निफेल यांना विक्री करून सदर मालमत्तेची ५ लाख ५० हजार युएसडी डॉलर इतकी रक्कम ठरविली. दिनांक १०/१२/२०२२ रोजी अमित अगरवाल याने मिशेल निफेल यास बिलाचे इन्व्हाईस पाठविले व जयपुर एअरपार्ट विमानतळाचे चार्जेस भरण्यासाठी ६० हजार डॉलरचे बिल पाठविले. दिनांक १०/०१/२०२३ रोजी मिशेल याने 'सुप्रिम ट्रान्सपोर्ट ऑर्ग.प्रा.लि.' या कंपनीचे खाते क्र. ०४७२०२०००००५६१ बँक ऑफ बरोडा,साकीनाका बॅन्च येथे एस्क्रो यास सांगुन पैसे पाठविले. दिनांक १८/११/२०२३ रोजी नमूद साक्षीदार श्री. प्रशांत जैन, आय.आर.पी. यांनी बँक ऑफ बरोडा,साकीनाका शाखा येथे बँक स्टेटमेंन्ट मिळणेसाठी पत्र दिले असता सदर अकाउंन्ट मध्ये २१,८४० रू शिल्लक असल्याचे त्यांच्या निदर्शनास आले. निलंबीत संचालक अमित अगरवाल, कमल अगरवाल व आकाश अगरवाल यांनी मा. एन.सी.एल.टी.,मुंबई यांचेकडे एअरक्राफ्ट VT-UDN सेना ग्रॅन्ड कारवन २०८- बी हे त्यांच्या ताब्यात

मिळण्याकरिता दिनांक १०/११/२०२३ रोजी अर्ज दाखल केला असून आर.पी. यांनी दिनांक २४/११/२०२३ रोजी सदर अर्जावर रिप्लाय फाईल केला आहे. दिनांक २९/०१/२०२४ रोजी विशेष तपास शाखा (SIB), कस्टम्स, मुंद्रा पोर्ट यांनी 'सुप्रिम ट्रान्सपोर्ट ऑर्ग.प्रा.लि.' या कंपनीला कारणे दाखवा नोटीस पाठविली आहे. त्या आधारे आर.पी. श्री. प्रशांत जैन यांनी या गुन्हयातील श्री. मिशल निफेल यांना त्यांनी आरोपी अमित अगरवाल (पूर्व संचालक)याचे मार्फतीने कंपनीचे विमान खरेदीचा केलेला करार रद्द केला आहे अशी नोटीस इमेलद्वारे पाठविली आहे. नमूद साक्षीदार श्री.प्रशांत जैन, आर.पी. यांनी अमित अगरवाल, कमल अगरवाल, आकाश अगरवाल यांनी मिशेल नीफेल यांची व 'सुप्रिम ट्रान्सपोर्ट ऑर्ग.प्रा.लि.' या कंपनीची आर्थिक फसवणूक केल्याबाबत दिनांक ०७/०२/२०२४ रोजी मा. पोलीस आयुक्त, मुंबई यांचे कार्यालयात तक्रार अर्ज सादर केला आहे.

साक्षीदार शुभकरण श्रीचंद जैन, वय-८० वर्षे :- नमूद साक्षीदार हे व्यावसायिक कंपनी सेक्रेटरी आहेत. सन २०१५ साली आरोपीतांच्या 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि.' या कंपनीसाठी श्री. शुभकरण जैन यांची कंपनी सेक्रेटरी म्हणून नियुक्ती होती. 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लिमीटेड', व कमल अगरवाल. विमल अगरवाल, गिरिश अगरवाल, अमित अगरवाल, आकाश अगरवाल आणि संगिता 'एव्हिएशन सर्व्हिसेस प्रा.लिमीटेड' यांच्या विरूद्ध दाखल CP/88(MB) of 2015 या पिटीशनच्या सुनावणीमध्ये दिनांक २५/०४/२०१७ रोजी श्री. शुभकरण जैन यांनी कंपनीची कोणतीही मालमत्ता विक्री केली जाणार नाही असे कंपनीच्या वतीने नमूद केले होते.

साक्षीदार दक्षेश सुमनभाई बालसारा, वय- ४५ वर्षे :- नमुद साक्षीदार ॲक्सीस बँकेचे असिस्टंट व्हाईसप्रेसिडंट, असुन त्यांच्या निवेदनानुसार सदर गुन्हयातील आरोपी नामे अमित कमल अगरवाल याने 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि.' या कंपनीसाठी ''सेसना कार्वान एअरक्राफ्ट'' खरेदी करण्याकरीता १२.५० कोटी व कंपनीच्या व्यवसायाकरीता (Working Capital) १२.५० कोटी असे एकूण २५ कोटी इतक्या रक्कमेचे कर्ज मिळणेसाठी विनंती केली होती. नमूद कर्ज रक्कमेकरीता 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. ' या कंपनीची ४ मालमत्ता तारण ठेवण्याबाबत ठरविण्यात आले होते.

दिनांक २७/०३/२०१७ रोजी कर्ज मंजुरीपत्र देण्यात आले. सदर मंजुरी पत्रामध्ये आरोपी अमित अगरवाल याने खरेदी करण्यात येणाऱ्या 'सेसना कार्वान एअरक्राफ्ट' या विमानाच्या व्यवसायातून मे. सुप्रिम ट्रान्सपोर्ट ऑर्गोनायझेशन प्रा.लि. या कंपनीच्या एस्क्रो (Escrow) खात्यामध्ये येणारे उत्पन्न देखील तारण ठेवावे असे कळविण्यात आले होते. त्यानुसार अमित अगरवाल यांनी १) सर्व्हेनं. १०२/ए, १०३/१/२ए, खानवळे, ता. पनवेल येथील ५४६० स्क्वे.मि. कमर्शियल जागा, २) बि.नं. ५ बी, शॉपनं. बी/३२, अक्षय मित्तल इंडस्ट्रियल इस्टेट, एम. व्ही. रोड, अंधेरीपुर्व, मुंबई, ३) पालडी, ता. कंकज, दासकोई, अहमदाबाद,

गुजरात या तीन मालमत्ता तारण ठेवल्या. **परंतु 'सेसना कारवान एअर क्राफ्ट' ही मालमत्ता तारण ठेवले नाही.** त्याचप्रमाणे सदर कर्जासाठी आरोपी कमल अगरवाल, अमित अगरवाल, आकाश अगरवाल, यांचेसह इतर संचालक विमल जगदीश अगरवाल, गिरीष जगदीश अगरवाल यांनी हमीदार म्हणुन 'पर्सनल गॅरंटी डिड' वर सही केलेली आहे. त्यानंतर ॲक्सीस बँकेने 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि.' या कंपनीच्या टर्मलोन अकाउन्ट क्र.९१७०६००२९१३२४०४ मध्ये १२.५० कोटी इतकी कर्ज रक्कम दिनांक ३१/०३/२०१७ रोजी जमा केली होती. 'सेसना कारवान एअरक्राफ्ट' बँकेकडे तारण न ठेवल्यामुळे बँकेने उर्वरीत रू. १२.४० कोटी ही कर्जाची रक्कम त्याच्या टर्मलोन अकाऊंट मध्ये जमा केली नाही.

सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. कडून मे २०१९ नंतर कर्जाचे हप्ते न भरल्यामुळे सदरचे खाते (NPA) म्हणून घोषित करण्यात आले व त्यानंतर बँकेने कर्ज वसुलीकरीता डी.आर.टी., 'सिक्युअरायटेशन ॲन्ड रिकन्स्ट्रक्शन ऑफ फायनान्सियल असेट ॲन्ड इन्फोर्समेंट ऑफ सिक्युरिटी इंट्रेस्ट ॲक्ट २००२' (SARFAESI) आणि एन.सी.एल.टी. येथे दावे दाखल केलेले आहेत. दिनांक २६/०४/२०२३ रोजी ॲक्सीस बँकेच्या वरळी शाखेत पत्र प्राप्त झाले. सदर पत्रासोबत अमित अगरवाल व मिशेल निफेल यांच्यात झालेल्या कराराची प्रत सादर केलेली होती. त्या अनुषंगाने बँकेने तात्काळ मिशेल निफेल यांना मेलद्वारे सदरची मालमत्ता ही विवादीत असल्याबाबत सुचित केले होते.

मुळ/फिर्यादी साक्षीदार मिशेल निफेल :- नमुद साक्षीदार यांचा प्रश्नोत्तरी स्वरूपात ईमेव्दार जबाब नोंदविण्यात आला असुन त्यानुसार www.flightsafety.org या वेबसाईटवरून त्यांना अपघातग्रस्त विमानाची माहिती मिळाली होती. त्यानंतर अमित अगरवाल यांचेशी ईमेलव्दारे संपर्क करून ॲग्रीमेंट केले होते परंतु अमित अगरवाल यांनी विमानाबाबत तथ्य लपवुन त्यांचेशी व्यवहार केल्याने त्यांची फसवणुक झाल्याचे सांगीतले आहे. दिल्ली येथील वकील ॲड रिषी सुद यांचे माध्यमातुन त्यांची विकास शुक्ला यांचेशी ओळख झाली होती व विमानाचे कायदेशीर व्यवहाराकरिता त्यांना दि.२४/११/२०२३ रोजी पॉवर ऑफ ॲटर्नि दिल्याचे त्यांनी मान्य केले आहे.

साक्षीदार श्री रविंद्र भाग्या नारायण पांडे, वय-३१ वर्षे :- नमुद साक्षीदार Flyd Aerospares Pvt. Ltd. कपंनीमध्ये मी मॅनेजर असुन त्यांनी सांगीतले आहे की, मेसर्स इंटरकॉन्टिनेंटल कमर्शियल एअरक्राफ्ट, इंक. यूएसए हि कपंनी विमानाचे खरेदि विक्री व्यवसायात असुन कंपनीचे मालक Luiz Henrique Neves Da Silva हे यांचेशी सन २०२२ पासुन व्यवसाय करतात. Luiz Henrique यांनी ऑगस्ट २०२२ चे सुमारास संपर्क करून त्यांचे कपंनीचा सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लिमिटेड यांचेशी त्यांचा विमान खरेदि व्यवहार झाल्याबाबत व विमान निर्यात करण्यासाठी आवश्यक मदत करण्याची विनंती केली होती.

Luiz Henrique सप्टेबर/ऑक्टोबर २०२२ मध्ये भारतातध्ये आले तेव्हा माझी त्यांचेशी जयपूर येथे भेट झाली होती, त्यांची टिम बेंगलोर येथे आलेली होती तेथील काम संपल्यानंतर फेब्रुवारी २०२३ च्या सुमारास मेसर्स इंटरकॉन्टिनेंटल कमर्शियल एअरक्राफ्ट, इंक कंपनीची टिम जयपूर येथे आली त्यांनी VT-UDN Cessna Grand Caravan एअरक्राफ्टचे पार्ट्स वेगवेगळे करून दिले होते त्याचे लोडिंगकरिता कंटेनरची व्यवस्था करण्यास सांगीतल्याने Emirates Ocean Express Ship Pvt. Ltd. कंपनीला याबाबत माहिती दिली व त्यांनी Hapag-Lloyd India Pvt.Ltd. कंपनीचे कंटेनर बुक करून जयपूर येथे पाठविले त्यामध्ये एअरक्राफ्टचे पार्टस लोड करण्यात आले होते. मुंद्रा येथे एअरक्राफ्टचे पार्ट्स पोहचल्यानंतर Hapag-Lloyd Pvt.Ltd. यांनी त्यांचे माहितीनुसार M/s. ASR Logisitics (India) Pvt. Ltd., यांना कस्टम क्लिअरन्सचे काम दिले होते. कस्टम विभागाचे वतीने सदर VT-UDN Cessna Grand Caravan C2080 2013 (old & used Aircraft Parts) यावर जीएसटी शुल्कभरणा केला नसल्याचे कारण दर्शवून सदर कंटेनर अडकावून ठेवला व सदर प्रकरण चौकशीकरिता SIIB (Special Information and Investigation Branch) यांना पाठविले होते त्यांनी चौकशी सुरू करून सर्वाना कारणे दाखवा नोटीस बजावली होती. या प्रकरणात चौकशीनंतर कस्टम विभागाने क्लिअरन्स दिल्यानंतर सुप्रिम ट्रान्सपोर्ट कपंनीचे नावाने शिर्पींग कागदपत्र पाठविण्यात आले होते त्यावरून सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन कपंनीचे वतीने शिर्पींग बिल न.९६५१९५५ दि.२९/०४/२०२३ हे वतीने निर्गमीत केले होते ज्यामध्ये M/s Intercontinental Commercial Aircraft, INC, USA यांचा consignee आणि M/s Trek Air BV, The Netherlands यांचा खरेदिदार म्हणुन उल्लेख आहे.

दि.१५/०५/२०२३ रोज LEO (Let Export Order) आदेश दिला आहे. LEO आदेश दिल्यानंतर सदर शिप करण्याकरिता कोणताही प्रतिबंध नव्हता परंतु त्यानंतर कस्टम विभागाकडून माहिती मिळाली कि, एनसीएलटी न्यायालयाने मुंद्रा पोर्ट प्रशासनास सदरचे विमानाचे पार्ट्स अमेरीका येथे पाठविण्यास मनाई दि. १८/०५/२०२३ रोजीचा आदेश पारीत केल्याबाबत त्यांना आदेश प्राप्त झाल्याने त्यांनी नमूद विमानाचे पार्ट्स हे कस्टम विभाग, मुंद्रा पोर्ट यांनी अटकावून ठेवले आहे. जयपूर विमानतळ येथुन VT-UDN Cessna Grand Caravan C2080 2013 (old & used Aircraft Parts) इंजिन काढुन ते तेथुनच KLM Cargo vide AWB No.07459095610 नुसार दि.१७/०२/२०२३ रोजी Intercontinental Commercial Aircraft Inc, Florida, USA येथे निर्यात करून पाठविण्यात आले होते. M/s Intercontinental Commercial Aircraft, INC आणि M/s TREK AIR BV यांना या प्रकरणातील सर्व माहिती एअरक्राफ्टचे इंजिन काढुन ते विमानाव्दारे M/s Intercontinental Commercial Aircraft, INC यांना पाठविल्याची बाब M/s TREK AIR BV यांनासुध्दा माहिती होती. मिळालेल्या माहितीनुसार ४,९०,००० युएसडी रक्कम श्री टिब्रेवाल यांनी एस्क्रो खात्यात परत केली आहे व अंदाजे ४ करोड रू किंमतीचे VT-UDN Cessna Grand Caravan C2080

विमानाचे इंजिन Intercontinental Commercial Aircraft Inc, यांना मिळालेले असल्याने यामध्ये त्यांचे कोणतेही आर्थिक नुकसान झाले नसुन दुप्पट लाभ/फायदा झाला आहे.

साक्षीदार श्री राजेंद्र सुखदेव सिंह राव, वय-५४ वर्षे :- नमुद साक्षीदार M/s. ASR Logisitics (India) Pvt. Ltd., कंपनीमध्ये संचालक आहे. दिल्ली येथील कंपनी Emirates Ocean Express Ship Pvt. Ltd. या कंपनीचे मार्फतीने डॅमेज्ड एअरक्राप्ट पार्ट्सचे कस्टम क्लिअरन्स करण्याचा प्रस्ताव दिला होता. Hapag-Lloyd Pvt.Ltd. कंपनीचे कंटेनर यामधुन VT-UDN Cessna Grand Caravan C2080 2013 (old & used Aircraft Parts) जयपूर विमानतळ येथून मुंद्रा पोर्ट येथे १० फेब्रुवारी २०२३ मध्ये आणले होते. त्यांनतर सुप्रिम ट्रान्सपोर्ट कपंनीचे नावाने कस्टम विभागात कागदपत्र सादर केले होते.

त्यानंतर कस्टम विभागाचे वतीने सदर VT-UDN Cessna Grand Caravan C2080 2013 (old & used Aircraft Parts) यावर जीएसटी शुल्कभरणा केला नसल्याचे कारण दर्शवून सदर कंटेनर अडकावून ठेवला व सदर प्रकरण चौकशीकरिता SIIB (Special Information and Investigation Branch) यांना पाठविले होते त्यांनी चौकशी सुरू करून सर्वांना कारणे दाखवा नोटीस बजावली होती. या प्रकरणात दि. ०१/०५/२०२३ रोजी जबाब दिला आहे. जबांबामध्ये सांगीतले आहे की, सदर एअरक्राप्ट पार्ट्सचा माल हा फ्रि शिर्पींग पध्दतीने पाठविण्यात येत असुन त्याकरिता शासनाची कोणताही जीएसटी आकारण्याची तरतुद नाही. तरीसुध्दा कस्टम विभागाचे अधिकारी यांनी पुर्ण चौकशी करून शेवटी दि.१५/०५/२०२३ रोजी पत्र क्र.२१२/२०२३ नुसार सदर मालावर कोणतेशी शुल्क आकारण्या येवू नये असे आदेश उपआयुक्त, कस्टम विभाग, मुंद्रा यांनी दिले आहेत आणि त्याचदिवशी दि.१५/०५/२०२३ रोज LEO (Let Export Order) आदेश दिला आहे. LEO आदेश दिल्यानंतर सदर शिप करण्याकरिता कोणताही प्रतिबंध नव्हता. यादरम्यान कस्टम विभागाकडून माहिती मिळाली कि, एनसीएलटी न्यायालयाने मुंद्रा पोर्ट प्रशासनास सदरचे विमानाचे पार्ट्स अमेरीका येथे पाठविण्यास दिनांक १८/०५/२०२३ रोजी मनाई आदेश पारीत केल्याबाबत त्यांना आदेश प्राप्त झाल्याने त्यांनी नमूद विमानाचे पार्ट्स हे कस्टम विभाग, मुंद्रा पोर्ट यांनी अटकावून ठेवले आहे.

४) तपासादरम्यान प्राप्त करण्यात आलेली कागदपत्रे/आदेश :-

४.१) दिनांक ०३/१०/२०२४ रोजी तपासी अधिकारी यांच्याकडून मा. प्रिन्सिपल कमिशनर, कस्टम हाउस, मुंद्रा पोर्ट, कच्छ, गुजरात यांना ईमेलद्वारे पत्रव्यवहार करण्यात आला असता. मा. प्रिन्सिपल कमिशनर, कस्टम हाउस, मुंद्रा पोर्ट, कच्छ, गुजरात यांनी Letter F.No.CUS/EP/Misc/212/2023-EA-O/o Pr Commr-Cus-Mudra, Dated 05/10/2024 अन्वये तपासाशी संबंधीत कागदपत्रे सादर केलेली आहेत. त्यानुसार अटक आरोपी नामे अमित अगरवाल याने कस्टम हाउस मुंद्रा पोर्ट येथे १) इनव्हॉइस २)विना सहीचे व

तारखेचे कागदपत्र ३)अमित अगरवाल याने विमानाच्या खरेदी-विक्री बाबत कोणतेही ट्रान्झेक्शन झाले नसल्याबाबतचे 'अंडरटेकींग पत्र' सादर केले असा त्यांच्यावर आरोप आहे.

आरोपी अमित अगरवाल याने मिशेल निफेल यास मुंद्रा पोर्ट येथे सदरचे विमान वाहतुक करून घेणेकरीता पत्रव्यवहार करणेबाबत सांगितले होते परंतु मिशेल निफेल हा सदर विमानाचा मालक नसल्याकारणाने सदर विमान त्यास कस्टम ने विमान वाहतुकीची परवानगी दिली नसल्याने अमित अग्रवाल याने सुप्रिम ट्रान्सपोर्ट प्रा.लि.ऑग्र. या कंपनीच्या नावाने पत्रव्यवहार करून सदर विमान वाहतुकीची परवानगी प्राप्त करून सदरचे एअरक्राफ्ट जयपूर एअरपोर्ट ते मुंद्रा पोर्ट येथे घेवुन जाणेकरीता शिपिंग बिल तयार केले. आरोपी अमित अगरवाल याने कंपनीचे नाव पुढे येवु नये व मिशेल निफेल याचे नावावर एअरक्राफ्ट असल्याचे भासवुन परस्पर ते विक्री करण्याबाबतचा आरोपीचा उददेश होता असे निरीक्षण नोंदविले आहे. परंतु मुंद्रा पोर्ट येथे 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि.' या कंपनीच्या नावावर असलेल्या मालमत्तेच्या विक्रीस मनाई आदेश असल्याबाबत माहीती प्राप्त झाल्याने कस्टम विभाग, मुंद्रा यांनी ते विमान अटकावून ठेवुन चौकशी करण्यात आली आहे.

४.२) सदर गुन्हयाच्या अनुषंगाने माहिती प्राप्त करण्याकरीता रजिष्टार ऑफ कंपनी कार्यालय, मुंबई येथे दि.२६/०६/२४ रोजी जावक क्र.१२२२/२४ अन्वये पत्रव्यवहार करण्यात आला होता त्या अनुषंगाने सदर कार्यालयाने (आर.ओ.सी) यांनी अहवाल सादर करून अटक आरोपी नामे अमित अगरवाल हा कंपनीचा संचालक आहे परंतु शेअर्स होल्डर नाहीत. आरोपी नामे कमल नगरमल अग्रवाल हे सुप्रिम ट्रान्सपोर्ट कंपनीचे संचालक तसेच शेअर होल्डर असल्याचे नमुद करून त्यासंदर्भात कागदपत्रे सादर केलेली आहेत.

४.३) प्रस्तुत गुन्हयाच्या अनुषंगाने पुरावे प्राप्त करणेकरीता तपासी अधिकारी यांच्याकडून डायरेक्टर जनरल ऑफ सिव्हिल एव्हिएशन, दिल्ली व विलेपार्ले मुंबई येथे जावक क्र.३२८/डीसीपी/आगुवि/२०२४ या अन्वये मेलद्वारे व पोष्टाने पत्र पाठविण्यात आले होते. त्या अनुषंगाने त्यांचे कार्यालयातुन इमेलद्वारे व DGCA-25012(05)/55/2024, Dt.25/09/2024 या पत्रासोबत कागदपत्रे प्राप्त झाली आहेत. त्यानुसार अटक आरोपी अमीत कमल अग्रवाल व पाहीजे आरोपी कमल नगरमल अगरवाल यांनी डायरेक्टर जनरल ऑफ सिव्हिल एव्हिएशन, दिल्ली येथे सेसना VT-UDN एअरक्राफ्ट याचे डि-रजिस्ट्रेशन करणेकरीता पत्रव्यवहार केला असुन त्यांनी डी रजिस्ट्रेशन करणेकरीता रेफरन्स क्रमांक STOPL/UDN/2022-01 दि.१२/०४/२२ रोजी चे 'कन्सेन्ट ऑफ ओनर' चे पत्र सादर केले आहे. नमूद 'कन्सेन्ट ऑफ ओनर' वर आरोपी कमल अग्रवाल, अमित अग्रवाल, आकाश अग्रवाल, यांचेसह साक्षीदार विमल अग्रवाल, साक्षीदार गिरीष अग्रवाल यांच्या सहया नमूद आहेत. परंतु त्या अनुषंगाने तपासी अधिकारी यांनी साक्षीदार श्री विमल अग्रवाल व श्री. गिरीष अग्रवाल यांचेशी संपर्क साधला व विचारणा केली असता नमूद साक्षीदार यांनी एअरक्राफ्टचे

डि-रजिस्ट्रेशन केलेले नसुन कोणत्याही कन्सेंन्ट पत्रावर सही केलेली नसल्याचे कळविले. नमूद साक्षीदार यांनी आरोपीतांविरूध्द एन.सी.एल.टी येथे CA 625/2022 अन्वये दावा दाखल केलेला असुन त्यांनी त्यामध्ये अटक आरोपी याने त्यांची खोटी सही करून कागदपत्रे तयार करीत असलेबाबत यापूर्वी नमूद केले आहे.

४.४) WP 88/2015 in NCLT by Mr. Satish Agrawal (Cousin of Kamal Agrawal) To restrain the respondent from selling, encumbering, transferring or mortgaging assets of respondent no.1 Supreme company. Secretary S. K. Jain on behalf of Respondent Supreme stated that they will not sell any property belonging to them.

CP/88(MB) of 2015 मध्ये पान नंबर ५८ वरील इंटरीम रिलीफ मधील मुद्दा क्र.(e) मध्ये 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि.' या कंपनीची कोणतीही मालमत्ता विकण्यास प्रतिबंध करण्याची विनंती केली आहे. नमूद प्रकरणी दिनांक २५/०४/२०१७ रोजी एनसीएलटी न्यायालयात सुनावणीमध्ये 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि.' चे सेक्रेटरी श्री. एस.के.जैन यांनी कंपनीच्या वतीने मा. न्यायालयासमक्ष नमूद केले आहे की, ते कंपनीची कोणतीही मालमत्तेची विक्री करणार नाहीत.

४.५) चिफ एअरपोर्ट ऑफिसर, जयपूर इंटरनॅशनल एअरपोर्ट यांचे पत्र व त्यांनी तपासकामी सादर केलेल्या कागदपत्र यावरून निदर्शनास येते की, आरोपीतांच्या कंपनीचे या गुन्ह्याचा भाग असलेले VT-UDN हे विमान तसेच VT-SAI ही दोन विमानांवरील भार रक्कम ही रू.४६,११,८२६/- एवढी शिल्लक असल्याने विमानपतन प्राधिकरणाने (AAI) नमूद दोन्ही विमाने जयपूर विमानतळ येथे अटकावून ठेवली होती. त्या विरोधात आरोपीतांच्या कंपनीने मा. उच्च न्यायालय, जयपूर बेंच येथे विमानपतन प्राधिकरणाविरोधात दावा दाखल केला होता. दिनांक १८/१०/२०२२ रोजीच्या सुनावणीत आरोपीतांनी नमूद रक्कम भरणा करण्यास तयार असल्याचे नमूद करून विमाने मुक्त करण्याची विनंती केली. सदर विनंती मान्य करून मा.उच्च न्यायालयाने विमान मुक्त करण्याचे आदेश दिले होते.

४.६) In National Company Law Tribunal, Mumbai vide Case No.CP/88(MB) of 2015 the other directors approached the NCLT and got an order on 05.12.2022, that Mr. Kamal Agarwal, Mr. Ammeet Agarwal and Mr. Akkash Agarwal should not sell any of the company's assets or properties. (Status Quo)

वर नमूद CP/88(MB) of 2015 मध्ये दिनांक २५/०४/२०१७ रोजी कंपनीची कोणतीही मालमत्ता विक्री करणार नसल्याचे निवेदण केल्यानंतरही कंपनीच्या मालमत्तेची विक्री केली जात असल्याचे आक्षेपावरून साक्षीदार विमल अगरवाल यांनी CP/88(MB) of 2015 मध्ये CA625/2022 प्रमाणे दावा दाखल करून सदर बाब मा. न्यायालयाच्या निदर्शनास आणून दिली. सदर प्रकरणी मा.एनसीएलटी न्यायालयाने

दिनांक ०५/१२/२०२२ रोजीच्या सुनावणीमध्ये कंपनीची मालमत्ता विक्रीवर Status Quo आदेश पारित केले आहेत.

४.७) The other directors when came to know that the container has reached Mundra Port and Ammeet is not obeying court Orders, They approached the NCLT Again and this time NCLT Stopped the container at Mundra Port. The container is still lying at Mundra Port. (Ex-Parte order dated 18/05/2023)

दिनांक १५/१२/२०२२ रोजी मा.एनसीएलटी न्यायालयाने सुनावणी दरम्यान कंपनीची मालमत्ता विक्रीवर Status Quo आदेश दिलेले असतानाही या गुन्हयातील विक्री केलेले विमान हे मुंद्रा पोर्ट, गुजरात येथे पोहचले असून ते परदेशात जाण्यासाठी सज्ज आहे. अशी माहिती साक्षीदार विमल अगरवाल यांना प्राप्त झाली असता त्यांनी दिनांक १८/०५/२०२३ रोजी पुन्हा मा. एनसीएलटी न्यायालय, मुंबई येथे धाव घेवून आरोपी विरोधात कन्टेम्ट पिटीशन क्र.04/2023 दाखल करून कंपनीची मालमत्ता असलेले वर नमूद विमान हे आरोपी अमित अगरवाल व इतर यांनी मिशेल निफेल यांना विकले आहे व ते मुंद्रा पोर्ट येथून अमेरिका येथे नेण्यात येत असल्याने त्यास अटकाव करण्यासाठी आदेश होण्यास मा. न्यायालयास विनंती केली. त्या अनुषंगाने दिनांक १८/०५/२०२३ रोजी मा. एनसीएलटी न्यायालयाने कस्टम विभाग, मुंद्रा पोर्ट येथील प्रशासनास आदेश पारित करून या गुन्हयातील विक्री करण्यात आलेले विमान हे अमेरिका येथे जाण्यास अटकाव केलेला आहे. यासंदर्भात मा. एनसीएलटी न्यायालयाने दिलेले आदेशाचा सारांश पुढीलप्रमाणे आहे.

01/08/2023	CA 324/2023 in CP/88(MB)2015 Vimal Agarwal Vs. STOPL Hon'ble Court held that the Applicants as well as Respondents despite of their close relationship are fighting against each other and the conduct of the Applicants also prima facie appears to be not above the Board. Therefore, this Bench is of the considered opinion that there is neither prima facie case nor balance of convenience in favour of the Applicants for grant of any Interim Relief. Rejected.
08/09/2023	M/s Supreme Transport Organisation Pvt Ltd has been admitted under IBC and IRP has been appointed.
18/09/2023	**CP 88/MB/2015becomes infructuous and all the pending IA's, MA's, filed in the present petition shall also stand disposed of having become infructuous.**
03/10/2023	Notification from MCA for exemption of Aircrafts from Sec.14 of IBC Code 2016.
17/10/2023	Status Quo order is vacated as the Respondent Company is already

	admitted unde CIRP vide order dt.08.09.2023 passed in Company Petition bearing CP(IB) No.368 of 2022
19/12/2023	**Contempt petition 4 of 2023 got dismissed as disposed by NCLT. Accused were not held contemporary of Status Quo Order dated 05/12/2022**
29/01/2024	Termination of the Aircraft Purchase Agreement Dated 20th July 2022
10/10/2024	Hon'ble NCLT Court dismissed the IA No.5487/2023 filed by Kamal Agarwal and others for seeking appropriate and necessary directions against RP to hereby allow the export and release the Aircraft.
18/11/2024	Ameet Kamal Agarwal filed Comp. Appeal (AT) (Ins) No.2167 of 2024 & I.A. No.8081/2024 and 820, 4701 of 2025 at Hon'ble NCLAT Court, New Delhi against NCLT order dated 10/10/2024 in IA No.5487/2023.
14/11/2025	Hon'ble NCLAT Court, omp. Appeal (AT) (Ins) No.2167 of 2024 Ammeet Kamal Agarwal has taken out certain application for production of certain additional documents and counsel for the respondent submits that he does not propose to file any objection to that.

४.८) Date 04/05/2023, Email received by Michiel Kneefel from Axis Bank Mr. Kuriakose Alex – 9074037185 and Mr. Nilay Sharan – 9773199515 that the Aircraft was to be mortgaged to them and the sale is not effective and void.

४.९) Date 20/07/2022, Copy of Aircraft Purchase Agreement between M/s Supreme Transport Organization Pvt Ltd. and M/s TREK AIR BV, The Netherlands.

४.१०) Date 20/07/2022, Copy of Aircraft Purchase Agreement between M/s TREK AIR BV and M/s Intercontinental Commercial Aircraft Inc,. सदर करारनाम्यानुसार Intercontinental Commercial Aircraft Inc यांनी M/s TREK AIR BV यांचेमध्ये ६००००० युएस डॉलरमध्ये व्यवहार झाला असुन सदर सर्व रक्कम Intercontinental Commercial Aircraft Inc यांनी M/s TREK AIR BV यांना देण्याकरिता एस्क्रो खात्यामध्ये जमा करण्याचे मान्य करण्यात आले आहे. त्यामुळे या व्यवहारात प्रत्यक्षात Intercontinental Commercial Aircraft Inc यांची रक्कम गुंतलेली असुन त्यांचेऐवजी M/s TREK AIR BV यांनी फिर्यादी विकास शुक्ला यांना पॉवर ऑफ ॲटर्नि दिली आहे.

४.११) Date 13.02.2023, Copy of shipping bill check list, filed by M/s. Flyd Aero spares Pvt. Ltd. Copy of Airport entry passes of Mr. Luiz Henrique Neves Da Silva, Carlos Cesar and Ravindra pandey that was issued by BCAS for load the aircraft, Copy of container booking

copy and gate pass, Shiping Bill, NOC by Airport Authority of India Jaipur, Invoice of Supremen Transport Organisation Pvt. Ltd. to Treck Air BV, Statement of Trek Air BV etc.

दि.०७/०३/२०२४ आणि दि.०८/१०/२०२४ रोजीचे पत्रान्वये तक्रारदार यांनी १२,२२,२१८ अमेरिकन डॉलर्सची व त्यावरील व्याज इत्यादी देय रक्कमेकरिता आरोपी जबाबदार असल्याचा आरोप केला आहे. कागदपत्रांचे अवलोकन केल्यानंतर असे लक्षात येते की, सादर केलेले सर्व इनव्हॉइस मेसर्स इंटरकॉन्टिनेंटल कमर्शियल, एअरक्राफ्ट, आयएनसी, फ्लोरिडा, यूएसए आणि हेन्रीक लुईस डिसील्वा यांचे नावाने निर्गमीत झाले आहेत. विमान खरेदी करारनाम्यानुसार विमानाचे शिर्पींग, वाहतुक इत्यादी सर्व खर्च खरेदिदार यांनी करावयाचा होता. त्यामुळे हेन्रीक लुईस डिसील्वा यांचे नावाचे इन्व्हॉईसचा वापर करून तक्रारदार चुकीची रक्कम वसुल करण्याचा प्रयत्न करीत आहे आणि सदर बाब या गुन्ह्याचा विषय नाही. या कार्यालयाचे पत्र क्र.१९३२/२५ दि.२२/०८/२०२५ रोजी तक्रारदार यांना ट्रेक एअर बिव्ही आणि मे.इंटरकॉन्टीनेन्टल कमर्शिअल इंक फ्लोरीडा यांचेमध्ये झालेल्या एअरक्राफ्ट पर्चेस ॲग्रीमेंटची प्रत मागणी केली असता त्यांनी त्यांचे दि.२५/०८/२०२५ रोजीचे पत्रान्वये व्यवहार पुर्ण झाला नसुन दस्तऐवज अस्तित्वात नसल्याचे खोटी व चुकीची माहिती सादर केली आहे. त्यानंतर हाच दस्तऐवज साक्षीदार रविंद्र पांडे यांनी सादर केला आहे.

५) प्रस्तुत गुन्ह्याची फिर्याद, फिर्यादी यांनी सादर केलेले करार, ईमेल्स, साक्षीदार यांनी सादर केलेली कागदपत्रे व एनसीएलटी न्यायालयाने पारित केलेले विविध अंतरिम आदेश व अंतिम आदेश यांचे सखोल वाचन केले असता खालील नमूद इसम हे या गुन्ह्याशी हितसंबंध व्यक्ती (Intrested Party) आहेत, व प्रत्येक व्यक्तीची आरोपीतांविरोधात Cause of Action वेगवेगळी आहे.

५.१) आरोपी अमित कमल अगरवाल व श्री. मिशेल निफेल यांच्यामध्ये एप्रिल २०२२ मध्ये VT-UDN एअरक्राफ्ट खरेदीबाबत बोलणी झाली व दिनांक २०/०७/२०२२ रोजी ५०,००० यु.एस.डॉलर मोबदला रक्कम निश्चित होवुन 'एअरक्राफ्ट पर्चेस ॲग्रीमेंट' करण्यात आले. तत्पूर्वी श्री. मिशेल निफेल यांची ट्रेक ऐअर बी.व्हि. आणि इंटरकॉन्टीनेन्टल कमर्शिअर एअरक्राफ्ट कंपनीचे श्री लुईस हेन्रीक यांचेमध्ये सुध्दा दि. २०/०७/२०२२ रोजी VT-UDN एअरक्राफ्ट खरेदीबाबत ६,००,००० यु.एस.डॉलर मोबदला रक्कम निश्चित होवुन 'एअरक्राफ्ट पर्चेस ॲग्रीमेंट' करण्यात आले आहे. त्यामुळे या प्रकरणात फिर्यादी मिशेल निफेल यांची ट्रेक ऐअर बी.व्हि. कंपनी केवळ ऐजंट म्हणुन कार्यरत होती व त्यांना या व्यवहारातुन ५०,००० यु.एस. डॉलर कमीशन मिळणार होते परंतु फिर्यादी यांनी सदर बाबत गुन्हा दाखल करतांना दडवून ठेवली होती. तक्रारदार यांनी दि.२५/०८/२०२५ रोजीचे त्यांचे पत्रान्वये लुईझ हेन्रीक यांचेशी व्यवहार पुर्ण झाला नसुन दस्तऐवज अस्तित्वात नसल्याचे खोटी माहिती लेखी पत्राव्दारे सादर केल्याचे तपासामध्ये निष्पन्न झाले आहे.

५.२) Aircraft Part - Cessna Grand Caravan C208B Engine Model No.PT6A-114A Serial No.PC E-PC2041 ज्याचे मुल्य १००००० यु.एस.डी. भारतीय चलनातील अंदाजे ८५,००,००० रू दर्शविण्यात

आले आहे. सदर इंजिन फिर्यादी यांचेकडुन जयपूर विमानतळ येथे वेगळे काढुन विमानाव्दारे Flyd Aerospares Pvt Ltd यांनी Intercontinental Commercial Aircraft, Inc. यांना Flight No. KL872 व्दारे दि. १९/०२/२०२३ रोजी पाठविलेले आहे. रविंद्र पांडे यांचे जबाबानुसार सदर विमान इंजिनाची अंदाजे किंमत ४ करोड रू असुन इंजिनाचे स्वरूपात सदर किंमत Intercontinental Commercial Aircraft, Inc. यांना परत मिळाली आहे. तसेच नटवरलाल टिबरेवाल आणि श्रीमती लता टिबरेवाल यांनी मा.न्यायालयाचे सहमतीपत्र दाखल करून ४,९०,००० यु.एस.डी. ऐवढी रक्कम Intercontinental Commercial Aircraft, Inc. यांना परत केली आहे. त्यामुळे यामध्ये फिर्यादी विकास शुक्ला, ट्रेकऐअर बी.व्ही किंवा Intercontinental Commercial Aircraft, Inc. यांना कोणतेही कोणतेही आर्थिक नुकसान झाले नसुन दुप्पट लाभ/फायदा झाला आहे. सदर बाब त्यांनी गुन्हा दाखल करतांना, तपासादरम्यान, आणि मा.उच्च न्यायालयात फौजदारी याचिका ३६/२०२५ ची सुनावणी सुरू असतांना सांगीतली नाही व तथ्य लपवुन स्वताला गैरलाभ मिळविलेला आहे. यावरून फिर्यादी विकास शुक्ला यांनी तथ्य लपवुन खोटी तक्रार दिल्याचे निष्पन्न होत आहे.

५.३) फिर्यादी यांचे एकुण फौजदारी आक्षेप व त्यावरील स्पष्टीकरण :-

तक्रारदार विकास केशवराम शुक्ला यांनी मिशेल निफेल,प्रेसिडेंट ॲन्ड सी ई ओ ऑफ Trek Air BV, Netherland यांच्याकडून दि.२३/११/२०२३ रोजी पॉवर ऑफ ॲटर्नि घेवून मिशेल निफेल यांचेवतीने १) अमित कमल अगरवाल, २)कमल नगरमल अगरवाल, ३) आकाश कमल अगरवाल, संचालक मेसर्स सुप्रिम टान्सपोर्ट ऑर्गनायझेन प्रा.लि.९०१ बिकानेर भवन, जैन टेंपल,जे बी नगर, अंधेरी, पुर्व ४) नटवरलाल टिब्रेवाल, ५) लता टिब्रेवाल ६) मे.शोरलाईट लि.(यु.के.)यांच्या विरूध्द भा.द.वि. कलम ४०९,४२०,४६५,४६७,४६८,४७१,३४ अन्वये गुन्हा दाखल केला आहे.

भा.द.वि. कलम ४६५,४६७,४६८,४७१ :- यामध्ये थोडक्यात कागदपत्राचे बनावटीकरण करणे, मुल्यवान रोखा/कागदपत्राचे बनावटीकरण करणे, ठकवणूक करण्यासाठी बनावटीकरण करणे, बनावट दस्तऐवज खरा म्हणून वापरणे याकरिता शिक्षा नमुद केल्या आहेत.

स्पष्टीकरण - सदर गुन्ह्यातल प्रथम खबरीचे सविस्तर अवलोकन केले असता त्यामध्ये कागदपत्र बनावटीकरण केल्याबाबत कोणताही मजकुर नमुद नाही. त्यानंतर फिर्यादीचे नोंदविण्यात आलेल्या पुरवणी जबाबामध्ये सुध्दा याबाबत कोणताही उल्लेख नाही. करिता सदर गुन्ह्याचे प्रथम खबरी अहवालामध्ये भा.द.वि. कलम ४६५,४६७,४६८,४७१ इत्यादी कलम लागु होत नाहीत. सदर कलम अनवधानाने अथवा चुकीने लागल्याचे दिसुन येत आहे. साक्षीदार विमल अगरवाल यांनी त्यांचे दि.१९/०७/२०२४ रोजी सादर केलेल्या अर्जामध्ये दि.१२/०४/२०२२ रोजी Aircraft Cessna 208B याची विक्री करणेकामी De-register

करणेकरीता Consent of Owner/All board of Directors यावरील त्यांची म्हणजे विमल अगरवाल आणि गिरीष अगरवाल यांची स्वाक्षरी बनावट असल्याचे नमुद केले आहे.

परंतु विमल अगरवाल यांचा दि.१४/०३/२०२४ रोजी गुन्ह्याचे तपासामध्ये जबाब नोंदविला त्यावेळी त्यांनी याबाबत काहीच नमुद केले नाही. विमल अगरवाल आणि गिरीष अगरवाल यांचेमध्ये आपसात एनसीएलटी न्यायायात दावे दाखल असुन त्यांनी त्यांचे जबाबामध्ये असेही नमुद केले आहे की, सन २०१७ मध्ये अमित, कमल व आकाश अगरवाल यांनी ॲक्सिस बॅक, विलेपार्ले पश्चिम, मुंबई येथून 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि.', या कंपनीच्या नावाने व्यवसायाकरीता लोन घेत आहोत असे सांगुन कागदपत्रावर सहया करण्यास सांगितले, त्यावेळी आरोपी घरातील सदस्य आहेत असा विचार करून विश्वास ठेवून सहया केल्या होत्या. वरील परस्परविरोधी विधाने व आरोपी आणि साक्षीदार यांचेमध्ये असलेला वाद यावरून त्यांचे बनावटीकरणाबाबत विधान यावरून घटनेनंतर विचाराअंती (Afterthought) त्यांची स्वाक्षरी बनावट असल्याचे पत्र दिल्याची शक्यता आहे. यासंबधाने दुसरा तटस्थ साक्षीदार अथवा अन्य सबळ पुरावा तपासामध्ये उपलब्ध झाला नाही. विमल अगरवाल आणि गिरीष अगरवाल यांची स्वाक्षरी बनावट असल्याचे क्षणभर गृहीत धरले तरीसुध्दा त्यापासुन होणारे पिडीतचे नुकसान हा स्वंतत्र विषय आहे. Consent of Owner/All board of Directors यावर अमित अगरवाल, आकाश अगरवाल, कमल अगरवाल यांची स्वाक्षरी वादग्रस्त नाही त्यामुळे एकुण संचालकाचे बहुमत असल्याने विमल अगरवाल आणि गिरीष अगरवाल यांची बनावट स्वाक्षरी घेण्याची आवश्यकताच नव्हती असा आरोपीचा बचाव असुन त्यामध्ये तथ्य असल्याचे दिसुन येत आहे.

भा.द.वि. कलम ४०९ व्याख्या :- लोकसेवक या नात्याने अथवा बँकव्यवसायी, व्यापारी, अडत्या, दलाल, मुखत्यार किंवा अभिकर्ता म्हणून धंद्याच्या ओघात स्वत:कडे एखादी मालमत्ता किंवा मालमत्तेवरील कसलीही हुकुमत कोणत्याही रितीने सोपविण्यात आली असतांना जो कोणी त्या मालमत्तेच्या बाबतीत फौजदारीपात्र न्यासभंग करील त्याला, आजीवन कारावासाची किंवा दहा वर्षापर्यंत असु शकेल इतक्या मुदतीची कोणत्यातरी एका वर्णनाची शिक्षा व द्रव्यदंडासही पात्र हाईल.

स्पष्टीकरण - यातील आरोपीपैकी कुणीही लोकसेवक, बँकव्यवसायी, व्यापारी, अडत्या, दलाल, मुखत्यार किंवा अभिकर्ता या संज्ञेत बसत नाही तसेच सदर गुन्ह्यामध्ये दिनांक १०/०१/२०२३ रोजी मिशेल निफेल यांनी 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमीटेड' या कंपनीच्या बँक ऑफ बरोडा, साकीनाका ब्रँच, मुंबई खाते क्र. ०४७२०२०००० ५६१ या खात्यावर एस्क्रोच्या मार्फतीने ६० हजार यु.एस.डॉलर पाठविले होते. सदर रक्कम आरोपी अमित अगरवाल यांनी जयपुर विमानतळाचे ट्रान्सपोर्ट चार्जेस अदा करण्यासाठी वापरली असल्याने तीचा अपहार झाला असे म्हणता येणार नाही. तसेच तक्रारदाराने कोणत्याही प्रकारे आरोपी अमित अगरवाल याला त्यांच्या कोणत्याही मालमत्तेवर कोणतेही वर्चस्व सोपवलेले नाही.

दिनांक ०७/०२/२०२३ रोजी झालेल्या ॲमेंडमेंट करारानुसार मिशेल निफेल यांनी उर्वरीत रक्कम सुधारीत करारानुसार परस्पर सहमतीने ४ लाख ९० हजार यु एस डॉलर नटवरलाल टिब्रेवाल व लता टिब्रेवाल यांच्या ''शोरलाईट लिमीटेड''या कंपनीच्या यु.के.मधील बँक खात्यावर जमा केली सदर रक्कम नटवरलाल टिब्रेवाल व लता टिब्रेवाल यांच्या ''शोरलाईट लिमीटेड कंपनीने मा.उच्च न्यायालयात दाखल करण्यात आलेल्या फौजदारी याचिका क्र.३६/२०२५ यामध्ये कन्सेंट टर्म ॲग्रीमेंट सादर करून दि.२१/०४/२०२५ रोजी १ लाख यु.एस.डी. आणि दि.०३/०६/२०२५ रोजी ३.९० लाख यु.एस.डी. असे एकुण ४.९० लाख यु.एस. डी. Powell Aircraft Title Services या एस्क्रो खात्यात पुर्ववत जमा करण्यात आले असुन ते फिर्यादी यांना परत मिळाल्याचे त्यांनी पुरवणी जबाबामध्ये नमुद केले आहे. त्यामुळे सदर रक्कमेच्या अपहाराचा प्रश्नच उद्भवत नाही. करिता सदर गुन्हयात भा.द.वि. कलम ४०९ लागु होत नाही व यासंबधाने तपासादरम्यान कोणतेही पुरावे मिळुन आले नाहीत.

भा.द.वि. कलम ४२० व्याख्या :- जो कोणी ठकवणूक करील आणि त्यायोगे, एखाद्या इसमाकडे एखादी मालमत्ता सुपूर्द करण्यास अथवा एखादा मुल्यवान रोखा संपूर्णपणे किंवा त्याचा कोणताही भाग अगर जी स्वाक्षरित किंवा मुद्रांकित आहे व मूल्यवान रोख्यात रूपांतरित करता येण्यासारखी आहे अशी कोणतीही वस्तू बनविण्यास, तीत फेरबदल करण्यास किंवा ती नष्ट करण्यास याप्रमाणे फसविल्या गेलेल्या व्यक्तिला अप्रामाणिकपणाने प्रवृत्त करील त्याला सात वर्षापर्यंत असू शकेल इतक्या मुदतीची कोणत्यातरी एका वर्णनाच्या कारावासाची शिक्षा होईल व तो द्रव्यदंडासही पात्र होईल.

स्पष्टीकरण - 'VT-UDN सेसना कारवान एअरक्राफ्ट दि.१४/०६/२०१७ रोजी नोंदणी करण्यात आले आहे. एनसीएलटी येथे दाखल CP/88(MB) of 2015 या पिटीशनच्या सुनावणीमध्ये दिनांक २५/०४/२०१७ रोजी कंपनी सेक्रेटरी शुभकरण जैन यांनी कंपनीची कोणतीही मालमत्ता विक्री केली जाणार नाही असे कंपनीच्या वतीने नमूद केले होते. यावरून शुभकरण जैन यांनी एनसीएलटी न्यायालयात निवेदण केले तेव्हा विषयांकित 'VT-UDN सेसना कारवान एअरक्राफ्ट कंपनीची मालमत्ता नव्हती. तसेच CP/88(MB) of 2015 मध्ये दाखल करण्यात आलेल्या कन्टेम्प्ट पीटीशन न 04/2023 च्या दिनांक १९/१२/२०२३ रोजी च्या आदेशात मा. न्यायालयाने Para 6.2 मध्ये आरोपीने विमान विक्रीबाबत केलेला व्यवहार व करार हा बेकायदेशीर होता तसेच आरोपीची विमानावर अधिकारीता नव्हती असे स्पष्टपणे निष्पन्न होत नाही असे निरीक्षण नोंदविलेले आहे. याशिवाय MINISTRY OF CORPORATE AFFAIRS NOTIFICATION, New Delhi, the 3rd October, 2023 यामध्ये पुढीलप्रमाणे नमुद करण्यात आले आहे.

" S.O. 4321(E)-WHEREAS, the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment were adopted under the joint auspices of

International Civil Aviation Organization and the International Institute for the Unification of Private Law concluded at Cape Town on 16th November, 2001;

AND WHEREAS, India, being a signatory to and having acceded the Convention and the Protocol by depositing with the International Institute for the Unification of Private Law the instruments of accession on 31.03.2008:

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (3) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), the Central Government hereby notifies that the provisions of sub-section (1) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters." याबाबत मा.अति.मुख्य न्यायदंडाधिकारी न्यायालयाने आरोपी अमित अगरवाल यांचे जामीन अर्ज क्र.७७४/२०२४ मंजुर करतांना दि.११/०६/२०२५ रोजी पारीत केलेल्या आदेशामध्ये सुध्दा वरील निरीक्षण नोंदविले आहे.

ॲक्सीस बँकेबाबत परिच्छेद क्र.५.२ मध्ये नमुद केल्याप्रमाणे कर्जाचे मोबदल्यात विषयांकित VT-UDN सेसना कारवान एअरक्राफ्ट तारण/गहाण नव्हते. त्यामुळे 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमीटेड किंवा आरोपी अमित अगरवाल व इतर यांनी विमान विक्रीचा व्यवहार करतांना एनसीएलटी दावे, ॲक्सीस बँक तारण यासंबधी कोणतीही अडचण करारनामा करतांना नव्हती त्यामुळे अमित अगरवाल यांनी तथ्य लपवून, अप्रामाणिकपणे विमान विक्री करारनामा करून रक्कम प्राप्त केली या तक्रारदाराचे आरोपास पुष्टी मिळत नसुन यासंबधी पुरावे उपलब्ध नाहीत. विमान विक्री करारनाम्यानुसार जयपूर विमानतळ येथे विमानाची ठरल्याप्रमाणे डिलीवरी दिल्यानंतर फिर्यादीचे वतीने संपुर्ण रक्कम दिलेली आहे. परंतु याठिकाणी कायदेशीररीत्या करार पुर्णत्वास गेला आहे. करिता सदर गुन्हयात भा.द.वि. कलम ४२० लागु होत नाही व यासंबधाने तपासादरम्यान कोणतेही पुरावे मिळुन आले नाहीत.

VT-UDN सेसना कारवान एअरक्राफ्ट जयपूर येथुन मुंद्रा पोर्ट येथे नेण्यात आल्यानंतर येथील जीएसटी संबधी चौकशी व इतर कारणामुळे विमानाचे शिपमेंट होवू न शकल्याने फिर्यादीचे नुकसान झाल्याचा दावा आहे. याबाबत सुध्दा काही तथ्य फिर्यादी यांनी लपवून ठेवल्याचे तपासादरम्यान निष्पन्न झाले असुन ते पुढीलप्रमाणे आहेत.

साक्षीदार रविंद्र पांडे यांचे जबाबनुसार जयपूर विमानतळ येथुन VT-UDN Cessna Grand Caravan C2080 2013 (old & used Aircraft Parts) विमानाचे इंजिन काढुन ते तेथुन पिकअप मधुन दिल्ली येथे आणले होते व त्यानंतर सदर इंजिन KLM Cargo vide AWB No.07459095610 नुसार दि. १७/०२/२०२३ रोजीचे शिर्पींग बिल नुसार इंदिरा गांधी आंतरराष्ट्रीय विमानतळ येथुन Miami (Florida

State, USA) येथे दि.१९/०२/२०२३ रोजी Flight No.KL872 यामधुन Intercontinental Commercial Aircraft Inc, यांना निर्यात करून पाठविण्यात आले होते. M/s Intercontinental Commercial Aircraft, INC आणि M/s TREK AIR BV यांना या प्रकरणातील सर्व माहिती एअरक्राप्टचे इंजिन काढुन ते विमानाव्दारे M/s Intercontinental Commercial Aircraft, INC यांना पाठविल्याची बाब M/s TREK AIR BV यांनासुध्दा माहिती होती.

यासंदर्भात विमानाचे इंजिन निर्यात करणेकामी सहाय करणारे Mr. Imran Karim, AOG Services India, Address - A- 90 FIRST FLOOR OFFICE NO 09, ROAD NO 2, N. H. NO 8, MAHIPALPUR, NEW DELHI 110037 Pnone - 9560 5166 00, 11 4132 7600, Email-imran@aogservices.in यांना कागदपत्र सादर करण्याबाबत नोटीस पाठविली असता त्यांनी खालीलप्रमाणे कागदपत्र सादर केली आहेत.

A) Shiping Bill No.7859451 Dated 17 Feb 2023

B) Cargo Systems Pvt Ltd's Tax Invoce Dated 17/02/2023

C) Celebi Delhi Cargo Terminal Management India Pvt Ltd's Tax Invoce Dated 17/02/2023

D) Celebi Delhi Cargo Terminal Management India Pvt Ltd's Tax Invoce Dated 18/02/2023

E) Export Cargo Tracking, KLM Cargo Air Waybill, House Air Waybill, Flyd Aerospares Pvt Ltd's Invoice

वरील कागदपत्राचे अवलोकन केले असता Aircraft Part - Cessna Grand Caravan C208B Engine Model No.PT6A-114A Serial No.PC E-PC2041 ज्याचे मुल्य १००००० यु.एस.डी. भारतीय चलनातील अंदाजे ८५,००,००० रू मुल्य कागदोपत्री दर्शविण्यात आले आहे. सदर इंजिन जयपूर विमानतळ येथे वेगळे काढुन ते दिल्ली येथे पिकअप वाहनातुन दिल्ली येथे आणल्यानंतर विमानाव्दारे Flyd Aerospares Pvt Ltd यांनी Intercontinental Commercial Aircraft, Inc. यांना Flight No. KL872 व्दारे दि. १९/०२/२०२३ रोजी पाठविलेले आहे. यासंदर्भात इंजिनचे वजन करणे, पॅकिंग करणे, एनओसी देणे, विविध लॉजिस्टीक हाताळणी देयके इत्यादी कागदपत्र सोबत जोडले असल्याने रविंद्र पांडे यांचे जबाबाला सबळ पुष्टी मिळत आहे. विमानाचे इंजिन मियामी फ्लोरीडा येथे पाठवितांना Flyd Aerospares Pvt Ltd यांना निर्यातदार असल्याचे दर्शवुन कागदपत्र तयार करण्यात आले आहे. सदर कागदपत्रातील प्रमाणपत्रामध्ये 'The engine is being sent back to the supplier and is a scrap engine" याप्रमाणे विमानाचे वर्णन करून विमान विक्रीव्दारे नाही तर स्क्रॅप असल्याने मुळ पुरवठादाराला परत करित असल्याचे दर्शवुन कस्टम विभागाची सुध्दा खोटे कागदपत्र तयार करून दिशाभूल केलेली आहे.

रविंद्र पांडे यांचे जबाबानुसार सदर विमान इंजिनाची अंदाजे किंमत ४ करोड रू असुन इंजिनाचे स्वरूपात सदर किंमत Intercontinental Commercial Aircraft, Inc. यांना परत मिळाली आहे तसेच

नटवरलाल टिबरेवाल आणि श्रीमती लता टिबरेवाल यांनी मा.न्यायालयाचे सहमतीपत्र दाखल करून ४,९०,००० यु.एस.डी. ऐवढी रक्कम Intercontinental Commercial Aircraft, Inc. यांना परत केली आहे. त्यामुळे यामध्ये फिर्यादी विकास शुक्ला, ट्रेकऐअर बी.व्ही किंवा Intercontinental Commercial Aircraft, Inc. यांना कोणतेही कोणतेही आर्थिक नुकसान झाले नसुन दुप्पट लाभ/फायदा झाला आहे. सदर बाब त्यांनी गुन्हा दाखल करतांना, तपासादरम्यान, आणि मा.उच्च न्यायालयात फौजदारी याचिका ३६/२०२५ ची सुनावणी सुरू असतांना सांगीतली नाही व तथ्य लपवुन गैरलाभ मिळविलेला आहे. या प्रकरणात आरोपी अमित अगरवाल यांचे कंपनी सुप्रीम ट्रान्सपोर्ट ऑ.प्रा.लि. यांना मिळालेली ६०,००० युएसडी रक्कम त्यांनी जयपूर विमानतळ येथील विविध शुल्कभरणा करण्याकरीता वापरली असल्याचे सांगीतली आहे त्यामुळे या व्यवहारात अमित अगरवाल यांना प्रत्यक्ष कोणतीही रक्कम मिळालेली नाही. करिता सदर गुन्हयात भा.द.वि. कलम ४०९ लागु होत नाही व यासंबधाने तपासादरम्यान कोणतेही पुरावे मिळुन आले तसेच निष्पन्न तथ्यावरून फिर्यादी विकास शुक्ला यांनी तथ्य लपवुन खोटी तक्रार दिल्याचे निष्पन्न होत आहे.

मा. एनसीएलटी न्यायालयाने त्यांचे दिनांक १०/१०/२०२४ रोजीच्या आदेशात मुंद्रा पोर्ट,गुजरात येथे विमान अटकावून ठेवण्याची आर.पी.यांची कारवाई योग्य असल्याचे तसेच आरोपीची शोरलाईट कपंनीमध्ये ४,९०,००० रू युएसडी रक्कम जमा करण्याची कृती चुकीची व शेअर होल्डर्स यांचे हिताला बाधक असणारी असल्याचे नमुद करून आरोपीतांचा अर्ज नामंजुर केला आहे. नमुद आदेशामध्ये MINISTRY OF CORPORATE AFFAIRS NOTIFICATION, New Delhi, the 3rd October, 2023 या परिपत्रकाचा उल्लेख करण्यात आला आहे परंतु सदर परिपत्रक या व्यवहारास लागू होत नसल्याचे निरीक्षण नोंदविले नसुन अमित अगरवाल यांनी परस्पर विरोधी विधाने करून न्यायालयात याचिका दाखल केल्याने त्यांची याचिका खारीज करण्यात येत असल्याबाबत नमुद केले आहे. यावेळी मा.न्यायालयासमोर विमानाचे इंजिन Intercontinental Commercial Aircraft, Inc. यांचेवतीने मिशेल निफेल/हेन्रीक यांनी परस्पर नेल्याचे तथ्य मा.न्यायालयासमोर माडण्यात आले नाही. सदर तथ्य विचारात घेतले तर विमान विक्रीचा व्यवहार पुर्ण झाला आहे. मा.एन.सी.एल.टी. न्यायालयाचे दि.१०/१०/२०२५ रोजी निर्णयानुसार सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. व आरोपी अमित अगरवाल व इतर यांनी कंपनी कायद्याचा भंग करून भागधारकांना अहितकारण कृती केल्याची शक्यता असु शकते परंतु आरोपीची सदर कृत्ये मा.एन.सी.एल.टी. न्यायालयाचे अखत्यारीतील विषय असुन त्यामध्ये मा.एन.सी.एल.ए.टी. न्यायालयात अपील प्रलंबित असुन सध्या प्रकरण न्यायप्रविष्ठ आहे. सदर गुन्हयाचा तपास आरोपीतांचे फक्त फौजदारी कृतीबाबत करण्यात आला असुन तपासादरम्यान निष्पन्न तथ्यानुसार आरोपीतांचे कृत्य फौजदारी कायद्याचे उल्लंघन करणारे नसल्याचे निष्पन्न होत आहे.

६) तपासात निष्पन्न तथ्ये -

६.१) एप्रिल २०२२ मध्ये आरोपीतांच्या 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमीटेड' या कंपनीच्या अपघातग्रस्त विमानाबाबत प्रसारित झालेल्या बातमीमधून नमूद कंपनीकडे भारतामध्ये खरेदी करण्यायोग्य असे एअरक्राफ्ट उपलब्ध असल्याची माहिती श्री. मिशेल निफेल यांना प्राप्त झाली होती. त्यावेळी नमूद विमान विक्री करण्याची आरोपी नामे अमित कमल अगरवाल, कमल अगरवाल व आकाश कमल अगरवाल यांच्या कडे विमानाची मालकी (Ownership) व अधिकारीता (Authority) होती का? तसेच नमूद विमान विक्रीची ठरलेली रक्कम प्राप्त करून नमूद विमान मिशेल निफेल यांच्यापर्यत पोहचविण्याचा आरोपीतांचा खरोखर हेतू होता का? यासंबधाने तपास केला असता असे दिसुन येत आहे की, नमूद VT-UDN हे एअरक्राफ्ट आरोपीतांची कंपनी 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमीटेड' या कंपनीच्या मालकीचे होते हे विमानाच्या DGCA कडून प्राप्त 'रजिस्ट्रेशन सर्टीफिकेट' वरून निष्पन्न होत आहे.

६.२) आरओसी कार्यालयाकडून प्राप्त केलेल्या कागदपत्रांवरून आरोपी हे नमूद कंपनीचे संचालक तसेच शेअरहोल्डर होते. त्यामुळे सदर विमान विक्री करण्यासाठी आरोपीतांनी कंपनीच्या वतीने मिशेल निफेल यांच्याशी करार केला. तसेच नमूद करार करण्यापूर्वी सदर विमान हे आरोपी कंपनीच्या प्रत्यक्ष ताब्यात होते. नमूद विमानाचा 'द न्यु इंडिया ॲश्युरन्स कंपनी लिमीटेड' या विमा कंपनीची पॉलीसी नंबर ११३४००४३१८०१०००००००२ या क्रमांकाची इन्शुरन्स पॉलीसी होती. विमानाचा अपघात झाल्यानंतर आरोपीतांच्या कंपनीच्या वतीने आरोपी क्र.०१ अमित कमल अगरवाल यांनी विमा कंपनीकडे दावा दाखल केला होता तसेच विमा कंपनीच्या विरोधात आर्बिटेशन फाईल केलेले आहे. यावरून नमूद विमान संबंधाने आरोपी क्र.०१ अमित कमल अगरवाल हा सर्व व्यवहार करीत होता असे निदर्शनास येत आहे. मिशेन निफेल यांच्याशी विमान विक्री संबंधाने प्राथमिक बोलणी झाल्यानंतर आरोपीने नमूद विमानाची भारतातील नोंदणी रद्द करून ते विमान परदेशात मिशेन निफेल यांना शिपमेंट करण्याच्या उद्देशाने दिनांक १३/०५/२०२२ रोजी VT-UDN या विमानाचे डि-रजिस्ट्रेशन करून घेतले.

६.३) मा.उच्च न्यायालय, जयपूर खंडपीठ यांचे आदेशानुसार आरोपी कंपनीने दिनांक १२/०१/२०२३ रोजी प्राधिकरणाची थकबाकी रक्कम रू. ४६,११,८२६/- भरणा केली. त्यामुळे नमूद दोन्ही विमाने भारमुक्त करण्यात आली होती. त्यामुळे मिशेन निफेल यांना विक्री केलेले विमान VT-UDN त्यांना पोच करण्याच्या उददेशाने आरोपीने ते विमान जयपूर विमानतळ येथून सोडवून घेण्याकरिता प्रयत्न करून दोन्ही विमाने मा.उच्च न्यायालयाचे आदेशाने मुक्त करून घेतल्याचे निदर्शनास येत आहे. मिशेन निफेल यांच्याशी विमान विक्रीचा करार झाल्यानंतर दिनांक १८/१०/२०२२ रोजीच्या सुनावणीत आरोपीतांनी विमानपतन प्राधिकरणाची थकबाकी रक्कम भरणा करण्यास तयार असल्याचे मा. उच्च न्यायालय, जयपूर यांचे

समक्ष नमूद केले. त्यानंतर आरोपीने दिनांक १०/०१/२०२३ रोजी आरोपीने श्री. मिशेन निफेल यांच्याकडून नमूद विमान विक्रीची आगाऊ रक्कम ६० हजार युएसडी हे Supreme Transport Organisation Pvt. Ltd कंपनीचे बँक खात्यावर प्राप्त झाल्यानंतर दिनांक १२/०१/२०२३ रोजी आरोपीतांनी विमान पतन प्राधिकरणाची थकबाकी रक्कम रू.४६,११,८२६/- भरणा केली. हा घटनाक्रम पाहता आरोपीने विमानाची डिलीव्हरी देण्याच्या प्रामाणिक उद्देशाने कार्यवाही केल्याचे निष्पन्न होते. सदर बाब फिर्यादी विकास केशवराम शुक्ला यांनी सुध्दा मिशेल निफेल यांच्यावतीने गुन्हयाच्या प्रथम खबर अहवालात मान्य केली आहे. यावरून आरोपीचा सुरवातीपासुन फसवणुकीचा हेतु होता असे म्हणता येत नाही.

६.४) मिशेल निफेल यांच्याशी झालेल्या Aircraft Purchase Agreement नुसार विमान हे आहे त्या स्वरूपात (As is Where is) खरेदी करीत असल्याचे खरेदीदार यांनी नमूद केले आहे, तसेच विमानाची डिलीव्हरी ही जयपूर विमानतळ येथे ठरविण्यात आली होती. त्यानुसार आरोपीने दिनांक ०७/०२/२०२३ रोजी मिशेल निफेल यांच्या प्रतिनिधीला जयपूर विमानतळ येथे विमानाची डिल्हीवरी दिली असल्याने कायदेशीररीत्या करार पुर्णत्वास गेल्याचे दिसुन येत आहे.

६.५) करारातील तरतूदीनुसार जयपूर विमानतळ येथे विमानाची डिल्हीवरी घेवून सदर विमान हे कंटेनरमध्ये लोड करून मुद्रा पोर्ट येथे नेण्याची व तेथून ते विमान परदेशात रवाना करण्याची सर्व जबाबदारी ही खरेदीदार यांच्यावर होती. तसेच दिनांक ०७/०२/२०२३ रोजी विमानाची डिल्हीवरी झालेली असल्याने मिशेल निफेल यांनी आरोपी अमित कमल अगरवाल यास उर्वरीत रक्कम ४ लाख ९० हजार यु एस डॉलर परस्पर सहमतीने सुधारीत करारनामा करून आरोपीचे वतीने त्यांचे नातेवाई टिबरेवाल यांच्या 'शोरलाईट लिमीटेड' या कंपनीच्या यु.के.मधील बँक खात्यावर अदा केल्याचे निदर्शनास येत आहे.

६.६) एनसीएलटी न्यायालयातील दावे व प्रतिदावे खेरीज करता मिशेल निफेल यांना विक्री केलेल्या विमानाची मालकी आरोपींच्या कंपनीकडे होती. तसेच ॲक्सीस बँकेकडून हायपोथीकेट न झाल्याने कंपनीकडे विमानाचा ताबा होता. एनसीएलटी प्रकरणामधील Status Qua आदेशापूर्वी आरोपीने कंपनीची मालमत्ता असलेल्या विमान विक्रीचा मिशेल निफेल यांच्याशी व्यवहार केल्याचे निदर्शनास येत आहे. विमान खरेदीसाठी खरेदीदार मिशेल निफेल यांनी स्वतः आरोपी अमित अगरवाल यास संपर्क केल्यानंतर दोन्ही पक्षकारांच्या सहमतीने करार करण्यात आला. आरोपीने विमानाची डिल्हीवरी पूर्ण करण्याच्या उद्देशाने विक्रीतील काही रक्कम प्राप्त करून आरोपीतांनी जयपूर विमानतळ येथे विमानपतन प्राधिकरणाकडून अटकावून ठेवलेल्या विमान मुक्त करून घेतले, विमानाचे डि-रजिस्ट्रेशन करून घेतले व विमान जयपूर एअरपोर्ट येथे मिशेल निफेल यांच्या प्रतिनिधीकडे सुपूर्द केले. यावरून आरोपीचा मिशेल निफेल यांची विमान खरेदीच्या बहाण्याने फसवणुक करण्याचा उद्देश असल्याचे निष्पन्न होत नाही.

६.७) मेसर्स ट्रेक एअर बीव्ही. नेदरलँड्स (विक्रेता) यांनी मेसर्स इंटरकॉन्टिनेंटल कमर्शियल, एअरक्राफ्ट, आयएनसी, फ्लोरिडा, यूएसए (खरेदीदार) सोबत ''जसे आहे जिथे आहे'' या तत्वावर विक्री करार केला आहे. विमानाचे शिपिंग आणि वाहतुन खरेदीदाराने करावयाची होती. मेसर्स ट्रेक एअर बीव्हीने हे विमान मेसर्स इंटरकॉन्टिनेंटल कमर्शियल, एअरक्राफ्ट, आयएनसी, फ्लोरिडा, यूएसए यांना ६,००,०००/- डॉलर्सच्या मोबदल्यात विक्री केले आहे, ही वस्तुस्थिती तक्रारदार यांनी तक्रारीमध्ये लपविली आहे आणि तपासाची दिशाभूल केली आहे. मेसर्स इंटरकॉन्टिनेंटल कमर्शियल, एअरक्राफ्ट, इंक., फ्लोरिडा, यूएसए यांनी विमान वाहतूक व्यवस्था करण्यासाठी आणि निर्यात करण्यासाठी मेसर्स फ्लॉइड एरोस्पेअर्स प्रायव्हेट लिमिटेडशी संपर्क साधुन विमानाचे इंजिन दिल्ली येथे नेण्यात येवुन तेथुन खोटी कागदपत्र तयार करून निर्यात करण्यात आले तर उर्वरीत विमानाचे भाग हे कंटेनरमध्ये लोड करून मुंद्रा येथे पाठविण्यास मदत केली आहे. ही वस्तुस्थिती तक्रारदार यांनी तक्रारीमध्ये लपविली आहे आणि तपासाची दिशाभूल केली आहे आणि मे. इंटरकॉन्टिनेंटल कमर्शियल, यांनी केलेला खर्च चुकीच्या पध्दतीने वसूल करण्याचा प्रयत्न करीत आहे.

६.८) दिनांक १७.०६.२०२४ रोजी मिशेल निफेल यांचे प्राप्त ई-मेलद्वारे त्यांनी प्रथम खबरीमधील मजकुराला दुजोरा दिला आहे परंतु मेसर्स इंटरकॉन्टिनेंटल कमर्शियल, एअरक्राफ्ट, इंक सोबतच्या दि. २२/०७/२०२२ रोजीच्या कराराबद्दल कोणतीही वाच्यता केली नाही. या वस्तुस्थितीवरून, असे उघड होते की, मेसर्स ट्रेक एअर बीव्ही. नेदरलँड्सचे मिशेल निफेल या प्रकरणात केवळ एजंट म्हणुन कार्यरत होते व आणि विमान खरेदी करारातून ५०,००० अमेरिकन डॉलर्स मिळविण्याचा प्रयत्न केला तसेच मा.उच्च न्यायालयात दाखल प्रकरणात कन्सेटर्म सादर करून ४,९०,००० अमेरिकन डॉलर्स वसूल करण्यात यशस्वी झाले. त्यामुळे तक्रादार यांचे या प्रकरणात कोणतेही आर्थिक नुकसान झाले नाही आणि आरोपीला फायदा झाला नाही व सदर बाब त्यांनी तक्रारअर्जामध्ये व तपासादरम्यान लपविली आहे.

६.९) याउलट Aircraft Part - Cessna Grand Caravan C208B Engine Model No.PT6A-114A Serial No.PC E-PC2041 ज्याचे मुल्य १००००० यु.एस.डी. भारतीय चलनातील अंदाजे ८५,००,००० रू मुल्य कागदापत्री दर्शविण्यात आले आहे. सदर इंजिन फिर्यादी यांचेकडुन जयपूर विमानतळ येथे वेगळे काढुन दिल्ली येथे पाठवुन दिल्ली येथुन विमानाव्दारे Flyd Aerospares Pvt Ltd यांनी Intercontinental Commercial Aircraft, Inc. यांना Flight No. KL872 व्दारे दि.१९/०२/२०२३ रोजी पाठविलेले आहे. रविंद्र पांडे यांचे जबाबानुसार सदर विमान इंजिनाची वास्तविक अंदाजे किंमत ४ करोड रू असुन इंजिनाचे स्वरूपात सदर किंमत Intercontinental Commercial Aircraft, Inc. यांना परत मिळाली आहे. तसेच नटवरलाल टिबरेवाल आणि श्रीमती लता टिबरेवाल यांनी मा.न्यायालयाचे सहमतीपत्र दाखल करून ४,९०,००० यु.एस.डी. ऐवढी रक्कम Intercontinental Commercial Aircraft, Inc. यांना परत केली

आहे. त्यामुळे यामध्ये फिर्यादी विकास शुक्ला, ट्रेकऐअर बी.व्ही किंवा Intercontinental Commercial Aircraft, Inc. यांना कोणतेही कोणतेही आर्थिक नुकसान झाले नसुन दुप्पट लाभ/फायदा झाला आहे. सदर बाब त्यांनी गुन्हा दाखल करतांना, तपासादरम्यान, आणि मा.उच्च न्यायालयात फौजदारी याचिका ३६/२०२५ ची सुनावणी सुरू असतांना सांगीतली नाही व तथ्य लपवुन गैरलाभ मिळविलेला आहे. यावरून फिर्यादी विकास शुक्ला यांनी तथ्य लपवुन खोटी तक्रार दिल्याचे निष्पन्न होत आहे.

तरी प्रस्तुत गुन्हयाची फिर्याद ही खोटी या सदराखाली असल्याने प्रस्तुत गुन्हयाचा अंतिम अहवाल 'ब' वर्गीकरण समरीनुसार मंजुर होण्यास सदरचा अंतिम अहवाल सहायक सरकारी अभियोक्ता यांचे मार्फतीने मा. अति. मुख्य न्यायदंडाधिकारी, ४७ वे न्यायालय एस्प्लनेड, मुंबई यांचे न्यायालयात न्यायहेतू सविनय सादर आहे.

टिप :- अटक आरोपी नामे अमित कमल अगरवाल, वय ३४ वर्षे यास सदर गुन्हयातुन दोषमुक्त करण्याची त्यांचेविरूध्द जामीन/बंधपत्र रद्द करण्याची मा. न्यायालयास नम्र विनंती आहे.

16	Refer Notice Served	Yes/No		Date	
	संदर्भ नोटीस बजावली	होय/नाही	होय.	तारीख	/२०२६
	(Acknowledgement to be placed)				
	(पोचपावती सादर करावी)				
17	Despatched on				
	पाठवल्याची तारीख				/२०२६
Forwareed by Station House Officer in-charge			Signature of Investigation Officer Submitted the Final Report/Charge Sheet		
निवासी ठाणे अधिकाऱ्याने/प्रभारी अधिकाऱ्याने अग्रेषित केले			अंतिम अहवाल/आरोपपत्र सादर करणाऱ्या तपास अधिकाऱ्यांची सही		
Name	Ganesh Pawar 8/1/2025		Name	Gajendra Kshirsagar 08-01-2026	
नाव	श्री. गणेश बाळासाहेब पवार		नाव	श्री. गजेंद्र रमेश क्षीरसागर	
Rank		No	Rank		No.
पदनाम	वरिष्ठ पोलीस निरीक्षक	क्र.	पदनाम	पोलीस निरीक्षक	क्र.

CCTNS NO. FIR-I.I.F.-I-19378052240464

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N.C.R.B (एन.सी.आर.बी)

I.I.F.-I (एकीकृत अन्वेषण फॉर्म - १)

FIRST INFORMATION REPORT

EOW Cr. No. 32/2024

(Under Section 154 Cr.P.C.)

प्रथम खबर अहवाल

(कलम १५४ फौजदारी प्रक्रिया संहिता)

1. **District (जिल्हा):** बृहनमुंबई शहर **P.S.(ठाणे):** सहार

FIR No.(प्रथम खबर क्र.): 0464 **Year (वर्ष):** 2024

Date and Time of FIR (प्र. ख. दिनांक आणि वेळ): 08/05/2024 12:22

2.

S.No. (अ.क्र.)	Acts (अधिनियम)	Sections (कलम)
1	भारतीय दंड संहिता १८६०	४०९
2	भारतीय दंड संहिता १८६०	४२०
3	भारतीय दंड संहिता १८६०	४६५
4	भारतीय दंड संहिता १८६०	४६७
5	भारतीय दंड संहिता १८६०	४६८
6	भारतीय दंड संहिता १८६०	४७१
7	भारतीय दंड संहिता १८६०	३४

3. (a) **Occurrence of offence (गुन्ह्याची घटना):**

1. **Day(दिवस):** दरमियानी दिन

Time Period (कालावधी):

Date From (दिनांक पासून): 20/07/2022

Date To (दिनांक पर्यंत): 08/05/2024

Time From (वेळेपासून): 00:00 बजे

Time To (वेळेपर्यंत): 00:00 बजे

(b) **Information received at P.S. (माहिती मिळालेले पोलीस ठाणे):**

Date (दिनांक): 08/05/2024 **Time (वेळ):** 12:22 बजे

(c) **General Diary Reference (रोजनामचा संदर्भ):**

Entry No. (नोंद क्र.): 013

Date & Time (दिनांक आणि वेळ): 08/05/2024 12:22 बजे

4. **Type of Information (माहितीचा प्रकार):** Oral

5. **Place of Occurrence (घटनास्थळ):**

1.(a) **Direction and distance from P.S.(पोलीस ठाण्यापासून दिशा व अंतर):**

ईशान्य, 01 किमी **Beat No. (बिट क्र.):**

(b) **Address (पत्ता):** सुप्रिम ट्रान्सपोर्ट ऑर्गनाईझ,प्रालि या कंपनीच्या ऑफिस, पत्ता-5 बी, 34, अक्षय मित्तल ,इंडस्ट्रीयल इस्टेट,एम व्हि रोड, 400059

(c) **In case, outside the limit of this Police Station, then (या पोलीस ठाण्याच्या हद्दीबाहेर असल्यास):**

Name of P.S.(पोलीस ठाण्याचे नाव):

District(State) (जिल्हा(राज्य)):

Received 8/5/24.

6. **Complainant / Informant** (तक्रारदार/माहिती देणारा):

(a) **Name** (नाव): विकास केशवराम शुक्ला

(b) **Father's/Husband's Name**(वडील / पती चे नाव) :

(c) **Date/Year of Birth** (जन्म तारीख/वर्ष): 1989

(d) **Nationality** (राष्ट्रीयत्व): भारत

(e) **UID No.** (यु.आय.डी. क्र.):

(f) **Passport No.**(पारपत्र क्र.):

Date of Issue (दिल्याची तारीख):

Place of Issue (दिल्याचे ठिकाण):

(g) **ID details (Ration Card,Voter ID Card,Passport,UID No.,Driving License, PAN)** ओळखपत्र विवरण (राशन कार्ड ,मतदाता कार्ड ,पासपोर्ट, यूआईडी सं., ड्राइविंग लाइसेंस, पॅन कार्ड)

S.No. (अ.क्र.)	ID Type (ओळखपत्राचा प्रकार)	ID Number (ओळखपत्राचा क्रमांक)
1		

(h) **Address** (पत्ता):

S.No. (अ.क्र.)	Address Type (पत्याचा प्रकार)	Address (पत्ता)
1	वर्तमान पता	1001 जमाईका, नाहर अम्रीतशक्ती,चांदीवली फर्म रोड,अंधेरी 400072, सहार,बृहनमुंबई शहर,महाराष्ट्र,भारत
2	स्थायी पता	1001 जमाईका, नाहर अम्रीतशक्ती,चांदीवली फर्म रोड,अंधेरी 400072, सहार,बृहनमुंबई शहर,महाराष्ट्र,भारत

(i) **Occupation** (व्यवसाय):

(j) **Phone number** (फोन नं.):

Mobile (मोबाइल नं.): 91-9820993133

7. **Details of known/suspected/unknown accused with full particulars** (माहीत असलेल्या /संशयीत/अनोळखी आरोपीचा संपूर्ण पत्ता):

S.No. (अ.क्र.)	Name (नाव)	Alias (उर्फनाव)	Relative's Name (नातेवाईकाचे नाव)	Present Address (वर्तमान पता)
1	मेसर्स सुप्रिम ट्रान्सपोर्ट ऑंग्रनाईशन प्रा.लि. या कंपनी			1. 5 बी, 34, अक्षय मित्तल, इंडस्ट्रीयल इस्टेट,एम ,व्हि रोड, अंधेरी, पुर्व मुंबई ,सहार, बृहनमुंबई शहर,महाराष्ट्र,भारत
2	अमित अग्रवाल			1. 901बिकानेर भवन, जैन मंदीरा समोर जे बि नगर , अंधेरी पूर्व मूंबई 400059,सहार,

				बृहनमुंबई शहर,महाराष्ट्र,भारत
3	कमल अग्रवाल			1. 901बिकानेर भवन जैन,जैन मंदीरा समोर जे बि नगर ,अंधेरी पूर्व मूंबई 400059,सहार, बृहनमुंबई शहर,महाराष्ट्र,भारत
4	आकाश अग्रवाल			1. 901बिकानेर भवन,जैन मंदीरा समोर जे बि नगर,अंधेरी पूर्व मूंबई 400059,सहार, बृहनमुंबई शहर,महाराष्ट्र,भारत
5	नटरवलाल टिब्रेवाल			1. मोयोला हाउस ,यूनायटेड किगडम यू के ,युनायटेड किंगडम (यु.के)
6	लता टिब्रेवाल			1. मोयोला हाउस ,यूनायटेड किगडम यू के ,युनायटेड किंगडम (यु.के)
7	शोरलाईट लिमीटेड			1. यॉर्क शायर , यूनायटेड किगडम यू के ,युनायटेड किंगडम (यु.के)

8. **Reasons for delay in reporting by the complainant/informant** (तक्रारदार/माहिती देणा-याकडून तक्रार करण्यातील विलंबाची कारणे)**:**

9. **Particulars of properties of interest** (संबंधीत मालमत्तेचा तपशील)**:**

S.No. (अ.क्र.)	**Property Category** (मालमत्ता वर्ग)	**Property Type** (मालमत्ता प्रकार)	**Description** (वर्णन)	**Value(In Rs/-)** (मुल्य (रू.
1	नाणे आणि चलन	यु.एस. - डॉलर	5 लाख 50 हजार युएसडी (भारतीय चलनाचे रक्कम रू. 4 कोटी 51 लाख) इतक्या रक्कमेचा फसवणूक	45,100,000:00

10 **Total value of property (In Rs/-)**
(चोरीस गेलेल्या मालमत्तेचे एकूण मुल्य (रू. मध्ये))**:**

45,100,000.00

11. **Inquest Report / U.D. case No., if any**
(इन्क्वेस्ट अहवाल/ अकस्मात मृत्यू प्रकरण क्र.,जर असल्यास))**:**

S.No. (अ.क्र.)	**UIDB Number** (यु.आय.डी.बी.क्र.)

12. **First Information contents** (प्रथम खबर हकीकत)**:**

श्री विकास केशवराम शुक्ला, वय 35 वर्षे, धंदा-व्यवसाय, रा.ठी. 1001 जमाईका, नाहर अम्रीतशक्ती चांदीवली फॉर्म रोड, अंधेरी 400072. फोन नं. 9820993133

मी वरील प्रमाणे असुन वर नमुद पत्यावर नोव्हेंबर 2020 पासुन माझे कुंटूबियासह रहावयास आहे. माझे सोबत माझा भाऊ नामे पर्कित शुक्ला, वय 33 वर्षे, माझी पत्नी नामे प्रियंका शुक्ला, वय 35 वर्षे, व आई वडील यांचेसह रहावयास आहे. माझा फायनान्स कंसल्टन्सी व्यवसाय असून त्यातून मिळणा-या उत्पन्नाअंतर्गत माझे कुटूंबियांचा उदरनिर्वाह चालतो.

माझा मित्र नामे रिशी सुद हा दिल्ली येथील वकिल असुन आम्ही एकमेकांना चांगले ओळखतो. माझे व्यवसायासंबंधी सर्व कोर्ट प्रकरणांचे कामकाज तो पहातो. त्याने माझी ओळख नेदरलॅन्ड येथील रहिवासी ट्रेक एअर

बी. व्हि. या कंपनीचे मालक नामे मिशेल निफेल यांचेशी करून दिली व त्याची मुंबईतील सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेन प्रा.लि या कंपनीचे डायरेक्टर अमित अगरवाल याने फसवणुक केली असल्याचे सांगितले. त्यावरून मी मिशेल निफेल यांचेवतीने त्याचे कंपनीचे भारतातील सर्व कायेदशिर कामकाज मी पहातो. सदरबाबत मिशेल निफेल यांनी त्यांच्यावतीने अमित अगरवाल व इतर यांचेविरूध्द तक्रार दाखल करण्यासाठी व तसेच संबंधित न्यायालयात बाजु मांडण्याकरीता दि.23/11/2023 रोजी पॉवर ऑफ अँटर्नी द्वारे मला अधिकृत केलेआहे.

श्री मिशेल नीफेल हे ट्रेक एअर बी.व्हि.या नेदरलॅन्ड देसातील कंपनीचा (प्रेसिडन्ट)अध्यक्ष तथा मुख्य कार्यकारी अधिकारी या नात्याने कंनपीचा कारभार पाहत आहे. ट्रेक एअर बी.व्हि ही कंपनी नेदरलॅन्ड येथील विमाने खरेदी विक्री करण्याचा व्यवसाय करीत आहे तसेच स्वदेशातील व इतर देशातील नादुरूस्त/अपघातग्रस्त झालेले किंवा जुने विमाने विकत घेवुन त्यानंतर त्यांची डाकडुजी करून त्या विमानांची विक्री करणे असा व्यावसायाचा स्वरूप आहे.

सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. या कंपनीचे रजिष्ट्रेशन क्र.VT-UDN विमानाचा दि.08/08/2018 रोजी गंगानगर एअरपोर्ट, राजस्थान येथे अपघात झालेला असल्याबाबत श्री मिशेल नीफेल यांना वृत्तपत्रातील बातमीतून माहीती प्राप्त झाली होती .त्यावेळी मिशेल नीफेल यांनी सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. चे संचालक श्री अमित अगरवाल यांचेशी ईमेलवरून व फोनवरून संपर्क साधुन सदरचे विमान विकायचे आहे का? याबाबत विचारणा केली. श्री अमित अगरवाल यांनी सदरचे विमान विकण्यास होकार दिल्यावर त्यांनी त्यांचेशी सदरचे विमान खरेदी करण्याबाबत चर्चा सुरू केली. त्यावेळी श्री मिशेल नीफेल ने अमित अगरवाल याचे विमान खरेदी करण्याची तयारी दर्शविली व विमानाचे भारतातील रजिस्ट्रेशन रद्द करण्याबाबत सांगितले.त्याप्रमाणे दिनांक 13/05/2022 रोजी अमित अगरवाल याने विमानाचे भारतातील रजिस्ट्रेशन रद्द केले.रजिस्ट्रेशन रद्द केल्याबाबतचे प्रमाणपत्र श्री मिशेल नीफेल यांना सादर केले होते

दिनांक 20/07/2022 रोजी विमान क्र.VT-UDN या विमानाच्या खरेदी संदर्भात ट्रेक एअर बी.व्हि या कंपनीच्या वतीने मिशेल निफेल हे खरेदीदार म्हणुन तर व सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. या कंपनीच्या वतीने अमित अगरवाल विक्रेता म्हणुन असे दोघांमध्ये 'एअर क्राफ्ट पर्चेस अँग्रिमेन्ट' प्रमाणे करारनामा करण्यात आला. सदर करारपत्रामध्ये 1) विमानाची किंमत 5 लाख 50 हजार यु. एस. डॉलर (भारतीय किंमत 4.50 करोड) असे ठरले होते. 2) एस्क्रो अंकाऊट हे दोघांचे ओळखीचे

असलेले पॉवेल एअरक्राफ्ट टायटल सर्व्हिसेस, युएसए या कंपनीचे नावे खोलण्याचे ठरले होते. सदर कंपनीचे मालक नामे श्रीमती चंद्रा क्रॉफोर्ड आहेत. (एस्क्रो खाते म्हणजे दोंघाच्या समंतीने तिस-या व्यक्तिच्या नावे खाते उघडतात व दोघांच्या संमतीने पैसे काढता येतात). 3) अमित अगरवाल यांचेवर सदरचे विमानावरील लोन, चार्जेस व इतर पेनल्टी भरण्याची जबाबदारी होती. 4) सदरचे विमान विक्री करणारा हा त्याचे इच्छेने कोणाच्याही खात्यात पैसे भरण्यास सांगु शकतात व खरेदी करणाÚयाने सदरचे पैसे विकणारा सांगेल त्या खात्यात जमा करायचे असे करारामध्ये नमुद आहे. त्यांनतर कराराप्रमाणे मिशेल नीफेल याने दिनांक 05/08/2022 रोजी 5 लाख 50 हजार युएसडी एस्क्रो खात्यात जमा केले.

सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. या कंपनीचे एकुण 09 संचालक आहेत.1) श्री कमल अगरवाल 2) आकाश अगरवाल 3) अमित अरवाल 4) विमल अगरवाल 5) गिरीष अगरवाल 6) आनंद अगरवाल 7) रविंद्र अगरवाल 8)अरूण अगरवाल आणि 9) सतीष अगरवाल (मयत) असे आहेत.त्याचप्रमाणे संचालक सतिश अग्रवाल व इतर यांनी कंपनी विरूध्द असलेल्या वादातुन मा. राष्ट्रीय कंपनी विधी प्राधिकरण,कोर्ट-1,मुंबई येथे सीपी क्र.88/(MAH)//2015 अन्वये दावा दाखल केला होता.त्यामध्ये दि.13 जुन 2017 रोजी सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि कंपनीची कोणतीही मालमत्ता विकण्यात येणार नाही असे कंपनीच्या वतीने मा.न्यायालयास सांगितले होते.त्या अनुषंगाने सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि च्या वतीने मा. राष्ट्रीय कंपनी विधी प्राधिकरण कोर्ट-1,मुंबई येथे दिनांक 05/12/2022 रोजी कंपनी अँप्लीकेशन क्र.625/2022 अन्वये सीपी क्र.88/(MAH) /2015 मध्ये मा न्यायालयात करण्यात आला.त्या अर्जान्वये मा.न्यायालयास कंपनीच्या मालमत्तेची म्हणजेच विमान क्र. VT-UDN या विमानाची विक्री केली जात असल्याची बाब निदर्शनास आणुन दिल्यानंतर मा. न्यायालयाने जैसे थे (स्टेटस को) प्रमाणे स्थगिती आदेश जारी केले होते.परंतु सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि.या कंपनीचे मा.न्यायालयात प्रलंबित असलेल्या खटल्यांबाबत मिशेल निफेल यास कोणतीही कल्पना देण्यात आली नव्हती.

दिनांक 10/12/2022 रोजी अमित अगरवाल याने मिशेल निफेल यास विमान च्या विक्रीच्या व्यवहारातील

बिलाचे इन्व्हॉईस पाठविले त्यामध्ये व जयपुर एअरपोर्ट विमानतळाचे चार्जेस भरण्यासाठी 60 हजार डॉलरचे बिल पाठविले. दिनांक 10/01/2023 रोजी मिशेल याने सुप्रिम ट्रान्सपोर्ट ऑर्ग.प्रा.लि. या कंपनीचे खाते क्र. 04720200000561 बँक ऑफ बरोडा साकीनाका शाखा येथे एस्क्रो यास सांगुन पैसे पाठविले.

दिनांक 07/02/2023 रोजी मिशेल याने खरेदी केलेले विमान हे एका कंटेनर मध्ये पॅक करून जयपुर एअरपोर्ट येथुन मुंद्रा पोर्ट येथे रवाना केले. त्याच दिवशी अमित अगरवाल याने मिशेल यास फोन करून सांगितले की, कराराप्रमाणे उर्वरित रक्कम 4 लाख 90 हजार युएस डॉलर इतकी पाठविण्यास सांगितले. सदरची रक्कम अमित अगरवाल यांचे मामा श्री नटवरलाल टिब्रेवाल व श्रीमती लता टिब्रेवाल यांचे लंडन येथील कंपनी शोरलाईट लिमीटेड खाते क्र. 77480568 या खात्यामध्ये पाठविण्यास सांगितले. त्यावेळी मिशेल याने सांगितले की सदरचे पैसे लंडन येथील खात्यात जमा करण्यासाठी करारपत्र तयार करू त्यांनतर मी पैसे खात्यात जमा करतो असे सांगितले. त्यामुळे दोघांनीही दि.07/02/2023 रोजी करारपत्र तयार केले व त्यांनतर मिशेल याने एस्क्रो ला सांगुन अमित अगरवाल याचे सांगणेप्रमाणे शोरलाईट लिमीटेड कंपनीच्या खाते क्र. 77480568 या खात्यामध्ये पैसे जमा केले.

दिनांक 04/05/2023 रोजी मिशेल निफेल यास ॲक्सिस बँक वरळी शाखा,मुंबई येथुन ईमेल प्राप्त झाला. त्या इमेलच्या मजकुरामध्ये सुप्रिम ट्रान्सपोर्ट ऑर्गनाझेशन प्रा.लि या कंपनीने नमुद विमान खरेदी करतांना मार्च 2017 मध्ये रू.12.50 करोड क्रेडीट लोन ॲक्सिस बँकेकडुन घेतले होते त्यापैकी दि.01/05/2023 पर्यंत रू 10.49 करोड मुद्दल रक्कम थकित आहे.तसेच कर्जाच्या वसुली संदर्भात मा.डी.आर.टी कोर्ट मुंबई येथे दावा दाखल असुन तो प्रलंबित आहे.त्याचप्रमाणे बँकेकडुन त्या विमानावर जप्ती आणण्याची प्रक्रीया सुरू असल्यामुळे त्रयस्त पक्षाकडुन विमान खरेदी संदर्भातील व्यवहार हा अवैध ठरेल अशी सुचना देण्यात आली आहे.

त्यानंतर दिनांक 18/05/2023 रोजी सुप्रिम ट्रान्सपोर्ट ऑर्गनाझेशन प्रा.लि. या कंपनीचे संचालक अमित अगरवाल, आकाश अगरवाल व कमल अगरवाल यांचेविरूध्द संचालक नामे विमल अगरवाल,गिरीष अगरवाल यांनी कंपनी पीटीशन नं/88;MB 2015 यामध्ये दि.05/12/2022 रोजी च्या आदेशान्वये 'जैसे थे'(स्टेटस को) परिस्थिती राखणे बाबत केलेल्या आदेशाचे अल्लंघन होत असुन विमान क्र.VT-UDN हे सुप्रिम ट्रान्सपोर्ट प्रा.लि या कंपनिच्या मालकीचे विमान ट्रेक एअर बी.व्हि ही कंपनी विकत घेत आहे.त्याचप्रमाणे उप-आयुक्त (DE) कस्टमस् हाउस मुंद्रा,गुजरात यांच्याकडुन नमुद विमान भारताबाहेर पाठविण्याची परवानगी दिली असल्याची बाब मा. न्यायालयाच्या निदर्शनास आणुन देतांना कन्टेम्प्ट पीटीशन नं 4/2023 हा दावा दाखल केला असून त्यामध्ये सुप्रिम ट्रान्सपोर्ट प्रा. लि.कंपनीचे विमान अमित अगरवाल यांनी मिशेल निफेल व्यवसायकास विकलेले आहे व ते मुंद्रा पोर्ट ते अमेरिका येथे जात असुन त्यास थांबविण्याबाबत मा.न्यायालयास विनंती केली होती. त्याअनुषंगाने मा. न्यायालयाने प्रतिवादी अमित अगरवाल, आकाश अगरवाल व कमल अगरवाल यांना विमानाच्या भारताबाहेर होणारे वाहतुकीस प्रतिबंध केले.तसेच कस्टम प्रशासनाला वाहतुकीस परवाना देवु नये असे निर्देश दिले.

ॲक्सिस बॅकेने थकित कर्जाच्या वसुली संदर्भात एनसीएलटी मुंबई येथे कंपनी पिटीशन(IB)368/MB/C-II /2023 अन्वये दावा दाखल केला होता.मा एन सी एल टी,मुंबई या न्यायअधिकाराच्या आदेशानुसार दिनांक 08/09/2023 रोजी सुप्रिम ट्रान्सपोर्ट ऑर्गनाईझेशन प्रा.लि. ही कंपनी आयबीसी(दिवाळखोर)म्हणुन घोषित केली आहे. मा. न्यायालयाचे आदेशाने सुप्रिम ट्रान्सपोर्ट ऑर्गनाईझेशन प्रा.लि. या कंपनीवर आय.आर.पी. म्हणुन श्री प्रशांत जैन,मोबा नं. 9322743902 यांना नियुक्त केले आहे. त्यानंतर सुप्रिम ट्रान्सपोर्ट ऑर्गनाईझेशन प्रा.लि. या कंपनीची सर्व प्रॉपर्टी आय.आर.पी यांनी ताब्यात घेतली. त्यांनतर त्यांनी दिनांक 14/10/2023 रोजी फायनान्सीयन एक्सप्रेस या न्युज पेपर मध्ये बातमी देवुन सुप्रिम कंपनीची मालमत्ता कोणीही घेवु नये सदरची सर्व प्रॉपर्टी ही आय.आर.पी च्या ताब्यात आहे असे जाहिर केले आहे.

त्यानंतर मिषेल निफेल यांना विमान खरेदीच्या व्यवहारातील ठरलेली रक्कम अदा करून देखील विमान मिळाले नाही म्हणुन त्यांनी सुप्रिम ट्रान्सपोर्ट ऑर्गनाईझेशन प्रा.लि कंपनीचे संचालक श्री अमित अगरवाल यांना संपर्क साधला असता अमित अग्रवाल यांनी सांगितले की, कंपनीच्या संचालकांमध्ये वाद आहेत व त्या संदर्भात एन.सी एल.टी न्यायालयात खटला प्रलंबित आहे त्यामुळे निकाल लागल्यानंतर विमान देण्यात येईल असे कळविले परंतु विमान खरेदी व्यवहाराच्या वेळी अमित अग्रवाल याने सुप्रिम ट्रान्सपोर्ट ऑर्गनाईझेशन प्रा.लि कंपनीचे संचालक यांच्यात सुरू असलेल्या वादासंदर्भात तसेच कंपनीची मालमत्ता विक्रीकरीता प्रतिबंध असल्याची बाब जाणिवपुर्वक लपवुन ठेवली होती म्हणुन मिषेल निफेल याने विमान खरेदीसाठी दिलेली रक्कम परत करण्याची मागणी केली त्यास अमित अग्रवाल याने स्पष्ट नकार दिला आहे.

सुप्रिम ट्रान्सपोर्ट ऑर्गनाईझेशन प्रा.लि ही कंपनी दिवाळखोर म्हणुन जाहीर केल्याचे व त्यावर आय.आर.पी. म्हणुन श्री प्रशांत जैन यांना नेमण्यात आल्याचे माहीती प्राप्त झाल्याने मिशेल निफेल याने प्रशांत जैन यांच्याकडे अधिक चैकशी केली असता कंपनीच्या मालकीचे विमान क्र. VT-UDN हे विमान खरेदी संदर्भात एकुण 5 लाख

50 हजार यु. एस. डॉलर (भारतीय किंमत 4.50 करोड) ही रक्कम अमित अग्रवाल यांचा मामा नटवरलाल टिब्रेवाल व मामी लता टिब्रेवाल यांच्या मालकीची शोअरलाईट लि.या कंपनीच्या बँक खात्यात जमा केले असुन त्या कंपनीचा सुप्रिम ट्रान्सपोर्ट आँर्गनाईझेशन प्रा.लि कंपनीशी काहीही संबंध नाही तसेच कंपनीच्या बँक खात्यात जमा केलेले 60 हजार यु. एस. डॉलर ही रक्कम जयपुर इंटरनॅशनल एअरपोर्ट येथिल चार्जेस भरणेकरीता वापरली असल्याची माहीता दिली आहे.

त्यांनतर मिशेल याने अमित अगरवाल यांना फोन करून पैशांची मागणी केली असता त्यांनी टाळाटाळ केली आहे. अमि

13. **Action taken: Since the above information reveals commission of offence(s) u/s as mentioned at Item No. 2.** (केलेली कारवाईः बाब क्र.२ मध्ये नमूद केलेल्या कलमान्वये वरील अहवालावरून अपराध घडल्याचे.)

(1) **Registered the case and took up the investigation:** (प्रकरण नोंदविले आणि तपासाचे काम हाती घेतले):

or (किंवा)

(2) **Directed (Name of I.O.)** (तपास अधिका-याचे नाव):
bipin ashok shinde
Rank (पद): SI (Sub-Inspector) **No.**(क्र.):
to take up the Investigation (ला तपास करण्याचे अधिकार दिले) **or** (किंवा)

(3) **Refused investigation due to** (ज्या कारणामुळे तपास करण्यास नकार दिला):

or (ज्या कारणामुळे तपास करण्यास नकार दिला)

(4) **Transferred to P.S.** (गुन्हा दुसरीकडे पाठविला असल्यास त्या पोलीस ठाण्याचे नाव):

District (जिल्हा):
on point of jurisdiction (को क्षेत्राधिकार के कारण हस्तांतरित) .

F.I.R. read over to the complainant / informant,admitted to be correctly recorded and a copy given to the complainant / informant free of cost. (प्रथम खबर तक्रारदाराला/खबरीला वाचून दाखविली, बरोबर नोंदविली असल्याचे त्याने मान्य केले आणि तक्रारदाराला/खबरीला खबरीची प्रत मोफत दिली.)

R.O.A.C.(आर. ओ .ए .सी.)

14 **Signature/Thumb impression of the complainant / informant.** (तक्रारदाराची/खबर देणा-याची सही/अंगठा):

15. **Date and time of dispatch to the court** (न्यायालयात पाठवल्याची तारीख व वेळ):

Signature of Officer in charge, Police Station (ठाणे प्रभारी अधिका-याची सुवाक्षरी)
Name (नाव): Dhananjay pandhari
Rank(पद): I (Inspector)
No.(सं.): PBMH76122

ठाणे अमलदार
सहार पोलीस ठाणे
मुंबई

जबाब दि.०६/०५/२०२४

नाव : श्री विकास केशवराम शुक्ला, वय ३५ वर्षे, धंदा–व्यवसाय, रा.ठी. १००१ जमाईका, नाहर अम्रीतशक्ती चांदीवली फॉर्म रोड, अंधेरी ४०००७२. फोन नं. ९८२०९९३१३३

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मी वरील प्रमाणे असुन वर नमुद पत्यावर नोव्हेंबर २०२० पासुन माझे कुंटूबियासह रहावयास आहे. माझे सोबत माझा भाऊ नामे पकिंत शुक्ला, वय ३३ वर्षे, माझी पत्नी नामे प्रियंका शुक्ला, वय ३५ वर्षे, व आई वडील यांचेसह रहावयास आहे. माझा फायनान्स कंसल्टन्सी व्यवसाय असून त्यातून मिळणाऱ्या उत्पन्नाअंतर्गत माझे कुटूंबियांचा उदरनिर्वाह चालतो.

माझा मित्र नामे रिषी सुद हा दिल्ली येथील वकिल असुन आम्ही एकमेकांना चांगले ओळखतो. माझे व्यवसायासंबंधी सर्व कोर्ट प्रकरणांचे कामकाज तो पहातो. त्याने माझी ओळख नेदरलॅन्ड येथील रहिवासी ट्रेक एअर बी. व्हि. या कंपनीचे मालक नामे मिशेल निफेल यांचेशी करून दिली व त्याची मुंबईतील सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेन प्रा. लि या कंपनीचे डायरेक्टर अमित अगरवाल याने फसवणुक केली असल्याचे सांगितले. त्यावरून मी मिशेल निफेल यांचेवतीने त्याचे कंपनीचे भारतातील सर्व कायेदशिर कामकाज मी पहातो. सदरबाबत मिशेल निफेल यांनी त्यांच्यावतीने अमित अगरवाल व इतर यांचेविरूध्द तक्रार दाखल करण्यासाठी व तसेच संबंधित न्यायालयात बाजु मांडण्याकरीता दि.२३/११/२०२३ रोजी पॉवर ऑफ अॅटर्नी द्वारे मला अधिकृत केले आहे.

श्री मिशेल नीफेल हे ट्रेक एअर बी.व्हि.या नेदरलॅन्ड देसातील कंपनीचा (प्रेसिडन्ट)अध्यक्ष तथा मुख्य कार्यकारी अधिकारी या नात्याने कंनपीचा कारभार पाहत आहे. ट्रेक एअर बी.व्हि ही कंपनी नेदरलॅन्ड येथील विमाने खरेदी विक्री करण्याचा व्यवसाय करीत आहे तसेच स्वदेशातील व इतर देशातील नादुरूस्त/अपघातग्रस्त झालेले किंवा जुने विमाने विकत घेवुन त्यानंतर त्यांची डाकडुजी करून त्या विमानांची विक्री करणे असा व्यावसायाचा स्वरूप आहे.

सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. या कंपनीचे रजिष्ट्रेशन क्र.VT-UDN, विमानाचा दि.०८/०८/२०१८ रोजी गंगानगर एअरपोर्ट, राजस्थान येथे अपघात झालेला असल्याबाबत श्री मिशेल नीफेल यांना वृत्तपत्रातील बातमीतून माहीती प्राप्त झाली होती .त्यावेळी मिशेल नीफेल यांनी सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. चे संचालक श्री अमित अगरवाल यांचेशी ईमेलवरून व फोनवरून संपर्क साधुन सदरचे विमान विकायचे

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आहे का? याबाबत विचारणा केली. श्री अमित अगरवाल यांनी सदरचे विमान विकण्यास होकार दिल्यावर त्यांनी त्यांचेशी सदरचे विमान खरेदी करण्याबाबत चर्चा सुरू केली. त्यावेळी श्री मिशेल नीफेल ने अमित अगरवाल याचे विमान खरेदी करण्याची तयारी दर्शविली व विमानाचे भारतातील रजिस्ट्रेशन रद्द करण्याबाबत सांगितले.त्याप्रमाणे दिनांक १३/०५/२०२२ रोजी अमित अगरवाल याने विमानाचे भारतातील रजिस्ट्रेशन रद्द केले. रजिस्ट्रेशन रद्द केल्याबाबतचे प्रमाणपत्र श्री मिशेल नीफेल यांना सादर केले होते.

दिनांक २०/०७/२०२२ रोजी विमान क्र-**VT-UDN** या विमानाच्या खरेदी संदर्भात ट्रेक एअर बी.व्हि या कंपनीच्या वतीने मिशेल निफेल हे खरेदीदार म्हणुन तर व सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. या कंपनीच्या वतीने अमित अगरवाल विक्रेता म्हणुन असे दोघांमध्ये 'एअर क्राफ्ट पर्चेस ॲग्रिमेंन्ट' प्रमाणे करारनामा करण्यात आला. सदर करारपत्रामध्ये १) विमानाची किंमत ५ लाख ५० हजार यु. एस. डॉलर (भारतीय किंमत ४.५० करोड) असे ठरले होते. २) एस्क्रो अंकाऊट हे दोघांचे ओळखीचे असलेले पॉवेल एअरक्राफ्ट टायटल सर्व्हिसेस, युएसए या कंपनीचे नावे खोलण्याचे ठरले होते. सदर कंपनीचे मालक नामे श्रीमती चंद्रा क्रॉफोर्ड आहेत. (एस्क्रो खाते म्हणजे दोंघाच्या समंतीने तिसऱ्या व्यक्तिच्या नावे खाते उघडतात व दोघांच्या संमतीने पैसे काढता येतात). ३) अमित अगरवाल यांचेवर सदरचे विमानावरील लोन, चार्जेस व इतर पेनल्टी भरण्याची जबाबदारी होती. ४) सदरचे विमान विक्री करणारा हा त्याचे इच्छेने कोणाच्याही खात्यात पैसे भरण्यास सांगु शकतात व खरेदी करणाऱ्याने सदरचे पैसे विकणारा सांगेल त्या खात्यात जमा करायचे असे करारामध्ये नमुद आहे. त्यांनतर कराराप्रमाणे मिशेल नीफेल याने दिनांक ०५/०८/२०२२ रोजी ५ लाख ५० हजार युएसडी एस्क्रो खात्यात जमा केले.

सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. या कंपनीचे एकुण ०९ संचालक आहेत.१) श्री कमल अगरवाल २) आकाश अगरवाल ३) अमित अरवाल ४) विमल अगरवाल ५) गिरीष अगरवाल ६) आनंद अगरवाल ७) रविंद्र अगरवाल ८)अरूण अगरवाल आणि ९) सतीष अगरवाल (मयत) असे आहेत.त्याचप्रमाणे संचालक सतिश अग्रवाल व इतर यांनी कंपनी विरूध्द असलेल्या वादातुन मा. राष्ट्रीय कंपनी विधी प्राधिकरण,कोर्ट—१,मुंबई येथे सीपी क्र.८८/(MAH)/२०१५ अन्वये दावा दाखल केला होता.त्यामध्ये दि.१३ जुन २०१७ रोजी सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि कंपनीची कोणतीही मालमत्ता विकण्यात येणार नाही असे कंपनीच्या वतीने मा.न्यायालयास सांगितले होते.त्या अनुषंगाने सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि च्या वतीने मा. राष्ट्रीय कंपनी विधी प्राधिकरण कोर्ट—१,मुंबई येथे दिनांक ०५/१२/२०२२ रोजी कंपनी ॲप्लीकेशन क्र.६२५/२०२२ अन्वये सीपी क्र.८८/(MAH)/२०१५ मध्ये मा न्यायालयात करण्यात आला.त्या

अर्जान्वये मा.न्यायालयास कंपनीच्या मालमत्तेची म्हणजेच विमान क्र. VT-UDN या विमानाची विक्री केली जात असल्याची बाब निदर्शनास आणुन दिल्यानंतर मा.न्यायालयाने जैसे थे (status quo)प्रमाणे स्थगिती आदेश जारी केले होते.परंतु सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि.या कंपनीचे मा.न्यायालयात प्रलंबित असलेल्या खटल्यांबाबत मिशेल निफेल यास कोणतीही कल्पना देण्यात आली नव्हती.

दिनांक १०/१२/२०२२ रोजी अमित अगरवाल याने मिशेल निफेल यास विमान च्या विक्रीच्या व्यवहारातील बिलाचे इन्व्हॉईस पाठविले त्यामध्ये व जयपुर एअरपोर्ट विमानतळाचे चार्जेस भरण्यासाठी ६० हजार डॉलरचे बिल पाठविले. दिनांक १०/०१/२०२३ रोजी मिशेल याने सुप्रिम ट्रान्सपोर्ट ऑर्ग.प्रा.लि. या कंपनीचे खाते क्र. ०४७२०२०००००५६१ बँक ऑफ बरोडा साकीनाका शाखा येथे एस्क्रो यास सांगुन पैसे पाठविले.

दिनांक ०७/०२/२०२३ रोजी मिशेल याने खरेदी केलेले विमान हे एका कंटेनर मध्ये पॅक करून जयपुर एअरपोर्ट येथुन मुंद्रा पोर्ट येथे रवाना केले. त्याच दिवशी अमित अगरवाल याने मिशेल यास फोन करून सांगितले की, कराराप्रमाणे उर्वरित रक्कम ४ लाख ९० हजार युएस डॉलर इतकी पाठविण्यास सांगितले. सदरची रक्कम अमित अगरवाल यांचे मामा श्री नटवरलाल टिब्रेवाल व श्रीमती लता टिब्रेवाल यांचे लंडन येथील कंपनी शोरलाईट लिमीटेड खाते क्र. ७७४८०५६८ या खात्यामध्ये पाठविण्यास सांगितले. त्यावेळी मिशेल याने सांगितले की सदरचे पैसे लंडन येथील खात्यात जमा करण्यासाठी करारपत्र तयार करू त्यांनतर मी पैसे खात्यात जमा करतो असे सांगितले. त्यामुळे दोघांनीही दि.०७/०२/२०२३ रोजी करारपत्र तयार केले व त्यांनतर मिशेल याने एस्क्रो ला सांगुन अमित अगरवाल याचे सांगणेप्रमाणे शोरलाईट लिमीटेड कंपनीच्या खाते क्र. ७७४८०५६८ या खात्यामध्ये पैसे जमा केले.

दिनांक ०४/०५/२०२३ रोजी मिशेल निफेल यास ॲक्सिस बँक वरळी शाखा,मुंबई येथुन ईमेल प्राप्त झाला. त्या इमेलच्या मजकुरामध्ये सुप्रिम ट्रान्सपोर्ट ऑर्गनाझेशन प्रा.लि या कंपनीने नमुद विमान खरेदी करतांना मार्च २०१७ मध्ये रू.१२. ५० करोड क्रेडीट लोन ॲक्सिस बॅकेकडुन घेतले होते त्यापैकी दि. ०१/०५/२०२३ पर्यंत रू १०.४९ करोड मुद्दल रक्कम थकित आहे.तसेच कर्जाच्या वसुली संदर्भात मा. डी.आर.टी कोर्ट मुंबई येथे दावा दाखल असुन तो प्रलंबित आहे. त्याचप्रमाणे बॅकेकडुन त्या विमानावर जप्ती आणण्याची प्रक्रीया सुरू असल्यामुळे त्रयस्त पक्षाकडुन विमान खरेदी संदर्भातील व्यवहार हा अवैध ठरेल अशी सुचना देण्यात आली आहे.

त्यानंतर दिनांक १८/०५/२०२३ रोजी सुप्रिम ट्रान्सपोर्ट ऑर्गनाझेशन प्रा.लि. या कंपनीचे संचालक अमित अगरवाल, आकाश अगरवाल व कमल अगरवाल यांचेविरूध्द संचालक नामे विमल अगरवाल,गिरीष अगरवाल यांनी कंपनी पीटीशन

नं/८८(MB)२०१५ यामध्ये दि.०५/१२/२०२२ रोजी च्या आदेशान्वये 'जैसे थे'(स्टेटस को) परिस्थिती राखणे बाबत केलेल्या आदेशाचे अल्लंघन होत असुन विमान क्र. **VT-UDN** हे सुप्रिम ट्रान्सपोर्ट प्रा.लि या कंपनिच्या मालकीचे विमान ट्रेक एअर बी.व्हि ही कंपनी विकत घेत आहे.त्याचप्रमाणे उप—आयुक्त (DE) कस्टमस् हाउस मुंद्रा,गुजरात यांच्याकडुन नमुद विमान भारताबाहेर पाठविण्याची परवानगी दिली असल्याची बाब मा. न्यायालयाच्या निदर्शनास आणुन देतांना कन्टेम्प्ट पीटीशन नं 4/2023 हा दावा दाखल केला असून त्यामध्ये सुप्रिम ट्रान्सपोर्ट प्रा. लि.कंपनीचे विमान अमित अगरवाल यांनी मिशेल निफेल व्यवसायकास विकलेले आहे व ते मुंद्रा पोर्ट ते अमेरिका येथे जात असुन त्यास थांबविण्याबाबत मा.न्यायालयास विनंती केली होती. त्याअनुषंगाने मा. न्यायालयाने प्रतिवादी अमित अगरवाल, आकाश अगरवाल व कमल अगरवाल यांना विमानाच्या भारताबाहेर होणारे वाहतुकीस प्रतिबंध केले.तसेच कस्टम प्रशासनाला वाहतुकीस परवाना देवु नये असे निर्देश दिले.

ॲक्सिस बॅकेने थकित कर्जाच्या वसुली संदर्भात एनसीएलटी मुंबई येथे कंपनी पिटीशन(IB)368/MB/C-II/2023 अन्वये दावा दाखल केला होता.मा एन सी एल टी,मुंबई या न्यायअधिकाराच्या आदेशानुसार दिनांक ०८/०९/२०२३ रोजी सुप्रिम ट्रान्सपोर्ट ऑर्गनाईझेशन प्रा.लि. ही कंपनी आयबीसी(दिवाळखोर)म्हणुन घोषित केली आहे. मा. न्यायालयाचे आदेशाने सुप्रिम ट्रान्सपोर्ट ऑर्गनाईझेशन प्रा.लि. या कंपनीवर आय.आर. पी. म्हणुन श्री प्रशांत जैन,मोबा नं. ९३२२७४३९०२ यांना नियुक्त केले आहे. त्यानंतर सुप्रिम ट्रान्सपोर्ट ऑर्गनाईझेशन प्रा.लि. या कंपनीची सर्व प्रॉपर्टी आय.आर.पी यांनी ताब्यात घेतली. त्यांनतर त्यांनी दिनांक १४/१०/२०२३ रोजी फायनान्सीयन एक्सप्रेस या न्युज पेपर मध्ये बातमी देवुन सुप्रिम कंपनीची मालमत्ता कोणीही घेवु नये सदरची सर्व प्रॉपर्टी ही आय.आर.पी च्या ताब्यात आहे असे जाहिर केले आहे.

त्यानंतर मिशेल निफेल यांना विमान खरेदीच्या व्यवहारातील ठरलेली रक्कम अदा करून देखील विमान मिळाले नाही म्हणुन त्यांनी सुप्रिम ट्रान्सपोर्ट ऑर्गनाईझेशन प्रा.लि कंपनीचे संचालक श्री अमित अगरवाल यांना संपर्क साधला असता अमित अग्रवाल यांनी सांगितले की, कंपनीच्या संचालकांमध्ये वाद आहेत व त्या संदर्भात एन.सी एल.टी न्यायालयात खटला प्रलंबित आहे त्यामुळे निकाल लागल्यानंतर विमान देण्यात येईल असे कळविले परंतु विमान खरेदी व्यवहाराच्या वेळी अमित अग्रवाल याने सुप्रिम ट्रान्सपोर्ट ऑर्गनाईझेशन प्रा.लि कंपनीचे संचालक यांच्यात सुरू असलेल्या वादासंदर्भात तसेच कंपनीची मालमत्ता विक्रीकरीता प्रतिबंध असल्याची बाब जाणिवपुर्वक लपवुन ठेवली होती म्हणुन मिशेल निफेल याने विमान खरेदीसाठी दिलेली रक्कम परत करण्याची मागणी केली त्यास अमित अग्रवाल याने स्पष्ट नकार दिला आहे.

सुप्रिम ट्रान्सपोर्ट ऑर्गनाईझेशन प्रा.लि ही कंपनी दिवाळखोर म्हणुन जाहीर केल्याचे व त्यावर आय.आर.पी. म्हणुन श्री प्रशांत जैन यांना नेमण्यात आल्याचे माहीती प्राप्त झाल्याने मिशेल निफेल याने प्रशांत जैन यांच्याकडे अधिक चौकशी केली असता कंपनीच्या मालकीचे विमान क्र. **VT-UDN** हे विमान रेदी संदर्भात एकुण ५ लाख ५० हजार यु. एस. डॉलर (भारतीय किंमत ४.५० करोड) ही रक्कम अमित अग्रवाल यांचा मामा नटवरलाल टिब्रेवाल व मामी लता टिब्रेवाल यांच्या मालकीची शोअरलाईट लि.या कंपनीच्या बॅक खात्यात जमा केले असुन त्या कंपनीचा सुप्रिम ट्रान्सपोर्ट ऑर्गनाईझेशन प्रा.लि कंपनीशी काहीही संबंध नाही तसेच कंपनीच्या बॅक खात्यात जमा केलेले ६० हजार यु. एस. डॉलर ही रक्कम जयपुर इंटरनॅशनल एअरपोर्ट येथिल चार्जेस भरणेकरीता वापरली असल्याची माहीता दिली आहे.

त्यांनतर मिशेल याने अमित अगरवाल यांना फोन करून पैशांची मागणी केली असता त्यांनी टाळाटाळ केली आहे. अमित अगरवाल याला सदरचे विमान हे कंपनीच्या मालकीचे आहे हे माहिती असुनसुध्दा तसेच सुप्रिम कंपनीची मालमत्ता विक्रीवर मा.राष्ट्रीय कंपनी विधी प्राधिकरण कोर्ट–१,मुंबई यांच्याकडुन स्थगिती असल्याची कल्पना असुन देखिल कंपनीच्या मालकीचे विमान क्र. **VT-UDN** हया विमानाचा व्यवहार करून मिशेल निफेल यांच्याकडुन एकुण ५ लाख ५० हजार यु. एस. डॉलर स्विकारून फसवणुक केलेली आहे तसेच विमानाच्या खरेदी संदर्भात केलेला करारनामा व त्यासंदर्भात इमेल द्वारे केलेले पत्रव्यवहार हे सर्व अमित अग्रवाल याने हे सुप्रिम ट्रान्सपोर्ट ऑर्गनाईझेशन प्रा.लि या कंपनीच्या ऑफिस पत्ता–५ बी, ३४, अक्षय मित्तल इंडस्ट्रीयल इस्टेट,एम व्हि रोड, अंधेरी, पुर्व मुंबई या पत्यावरून केलेला आहे.

एकंदरीत मेसर्स सुप्रिम ट्रान्सपोर्ट ऑग्रनाईझेशन प्रा.लि. या कंपनीच्या मालकीचे विमान रजिष्ट्रेशन क्रमांक VT-UDN (Model -Cessna 208B, Serial No. 208B2420) या दिनांक ०८/०८/२०१८ रोजी गंगानगर एअरपोर्ट, राजस्थान येथे अपघातग्रस्त झालेल्या विमानाचा मेसर्स सुप्रिम ट्रान्सपोर्ट ऑग्रनाईझेशन प्रा.लि. या कंपनीच्या मालमत्ता विक्रीवर मा. राष्ट्रीय कंपनी विधी प्राधीकरण, मुंबई यांच्याकडून स्थगिती आदेश असल्यामुळे कंपनीच्या मालमत्तेची विक्री करणे अवैध आहे. याची पुर्व कल्पना असताना देखील मेसर्स सुप्रिम ट्रान्सपोर्ट ऑग्रनाईझेशन प्रा.लि. या कंपनीचे संचालक अमित अग्रवाल तसेच कमल अग्रवाल व आकाश अग्रवाल यांनी संगनमत करून मिशेल निफेल यांची फसवणुक करण्याच्या उद्देशाने त्यांच्या ज्तमा.पत ठण्टण या कंपनीसोबत वर नमुद विमान विक्रीचा व्यवहार ठरवला. तसेच त्या व्यवहारापोटी मिशेल निफेल यांच्याकडून ४ लाख ९० हजार यु.एस.डी. (भारतीय चलनाचे रू. ४ कोटी १ लाख) इतकी रक्कम नटरवलाल टिब्रेवाल व लता टिब्रेवाल यांच्या शोरलाईट लिमीटेड या युके देशातील कंपनीच्या बॅक खात्यातमध्ये स्विकारून तसेच ६० हजार युएसडी (भारतीय चलनातील रू. ५० लाख) रक्कम सुप्रिम ट्रान्सपोर्ट ऑग्रनाईझेशन प्रा.लि. या कंपनीच्या बॅक खात्यात प्राप्त करून अशा प्रकारे मिशेल निफेल यांची फसवणुक करून व्यापारी म्हणून केलेल्या व्यवहारातून मिळवलेली ५ लाख ५० हजार युएसडी (भारतीय चलनाचे रक्कम रू. ४ कोटी ५१ लाख) इतक्या रक्कमेचा कंपनीचे संचालक अमित अग्रवाल

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तसेच कमल अग्रवाल व आकाश अग्रवाल यांनी स्वत:च्या फायदयाकरीता वापर करून अप्रामाणीकपणे अपहार केला म्हणून मिशेल निफेल याच्या वतीन पॉवर ऑफ अॅटर्नी म्हणून माझी त्यांच्या विरूध्द कायदेशीर तक्रार आहे.

माझा जबाब मराठीतुन टंकलिखीत केला असून तो मला हिंदीतून समजावून सांगितला आहे. तो माझ्या सांगण्याप्रमाणे बरोबर व खरा आहे.

समक्ष,

(बिपिन शिंदे),
पोलीस उप निरीक्षक
सहार पोलीस ठाणे, मुंबई

पुरवणी जबाब दि.२६/०६/२०२५

श्री विकास केशवराम शुक्ला, वय ३५ वर्षे, धंदा-व्यवसाय, रा.ठी. १००१ जमाईका, नाहर अम्रीतशक्ती चांदीवली फॉर्म रोड, अंधेरी ४०००७२. मो.क्र. ९८२०९९३१३३

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मी वरील प्रमाणे असुन वर नमुद पत्त्यावर नोव्हेंबर २०२० पासुन माझे कुंटूबियासह रहावयास आहे. माझे सोबत माझा भाऊ नामे पकिंत शुक्ला, वय ३३ वर्षे, माझी पत्नी नामे प्रियंका शुक्ला, वय ३५ वर्षे, व आई वडील यांचेसह रहावयास आहे. माझा फायनांन्स कंन्सल्टन्सीचा व्यवसाय असून त्यातून मिळणाऱ्या उत्पन्नावर माझे कुटूंबियांचा उदरनिर्वाह चालतो. मी आर्थिक गुन्हे विभाग,मुंबई येथे दिलेल्या तक्रारी वरून दिनांक-०८/०५/२०२४ रोजी गुरक्र.३२/२४ कलम- ४०९, ४२०, ४६५, ४६७,४६८, ४७१, ३४ भा.दं.वि. अन्वये नोंद करण्यात आला असुन सदरहु गुन्हयाच्या अनुषंगाने आज रोजी मी खालील नमुद प्रमाणे पुन्हा जबाब देत आहे.

मी दिलेल्या तक्रारी मध्ये यातील आरोपी नामे अमित अगरवाल व इतर यांनी ५.५० युएस डॉलर भारतीय चलनातील एकुण चार कोटी पन्नास लाख रूपयाची फसवणुक केली असल्याबाबत तक्रार दिली आहे. यातील आरोपी अमित अगरवाल याने मला सदर रक्कमेपैकी रू. ४ लाख ९० हजार युएस डॉलर एवढी रक्कम त्याचे मामा श्री. नटवरलाल टिब्रेवाल व श्रीमती लता टिब्रेवाल यांच्या शोरलाईट लिमीटेड या कंपनीच्या खाते क्र. ७७४८०५६८ या मध्ये पाठविण्यास सांगितली होती. सदर वेळी मिशेल आणि आरोपी अमित अगरवाल यांच्या मध्ये करारपत्र तयार करण्यात आले त्यांनतर मिशेल निफेल याने एस्क्रो ला सांगुन अमित अगरवाल याचे सांगणेप्रमाणे शोरलाईट लिमीटेड कंपनीच्या खाते क्र. ७७४८०५६८ या खात्यामध्ये ४ लाख ९० हजार युएस डॉलर पैसे जमा केले.

यादरम्यान यातील आरोपी अमित अगरवाल यांचे मामा श्री.नटवरलाल टिब्रेवाल यांनी त्यांच्या वकीला मार्फत मला फोन केला व त्यांनी सांगितले की, आरोपी अमित अगरवाल आणि आमच्या मध्ये झालेल्या आर्थिक व्यवहाराशी त्यांचा काही एक संबध नसुन आरोपी अमित अगरवाल याने त्यांना त्याच्या कडे रू. ४ लाख ९० हजार युएस डॉलर एवढे पैसे असुन ते व्याजाने पाहिजे असल्यास तो त्यांना देण्यास तयार आहे असे सांगितले. म्हणुन त्यांनी त्याच्या कडुन सदरचे पैसे घेतले असुन आमचा नमुद गुन्हयाशी काही एक संबध नसुन मी जर नमुद गुन्हयातुन त्यांचे नाव वगळणार असल्यास ते त्यांच्या खात्यावर आलेले नमुद पैसे परत करण्यास तयार असल्यासचे सांगितले. म्हणुन मी देखील त्यांना सदरबाबत समर्थता दर्शवली म्हणुन सदरबाबत आमच्या मध्ये कंन्सेंन्टर्म ॲग्रीमेंन्ट करण्यात आले व त्यांनी त्यांचे वकीला मार्फत मा. उच्च न्यायालय, मुंबई येथे दिनांक-१६/०४/२०२५ रोजी रिट पिटीशन क्र.३६/२०२५ अन्वये दाखल केले. त्यांनतर त्यांनी मला एस्क्रो खाते क्रमांक ००-२८६८०-४८४९३ (पावेल एअरक्रॉफ्ट टाईटल सर्विसेस) मध्ये दिनांक २१/०४/२०२५ रोजी रू.१ लाख युस डॉलर पैसे पाठविले तद्नंतर मा.उच्च न्यायालयात दिनांक १६/०५/२०२५ रोजी मा.न्यायालयाने

याचीकाकर्त्याची बाजु ऐकुण त्यांनी केलेली याचीका मान्य करून याचीकाकर्त्यास ४.९० लाख (यु एस डॉलर्स)१५ दिवसाच्या आत देण्याबाबत आदेशीत केले.

मा.न्यायालयाच्या आदेशाप्रमाणे श्री.टिब्रेवाल यांनी मला उर्वरीत रक्कम दिनांक ०३/०६/२०२५ रोजी रू.३ लाख ९० हजार युएस डॉलर असे एकूण ४ लाख ९० हजार युएस डॉलर माझे नमुद एस्क्रो खात्यामध्ये पाठविले आहेत. आमच्या मध्ये झालेल्या कंन्सेन्टम ॲग्रीमेंन्टची छायांकीत प्रत आज रोजी मी सादर करीत आहे. तरी मी टिब्रेवाल यांच्या खात्यावर पाठविलेली रक्कम मला परत मिळाली असुन माझी त्यांच्या विरूध्द कोणतीही तक्रार नाही.

माझा वरिल जबाब हा संगणकावर मराठीत टंकखीलत केला असुन तो मला वाचुन हिंदीतुन समजावुन सांगितला असता तो माझे सांगणेप्रमाणे बरोबर व खरा आहे.

समक्ष

26/06

(होनाजी लांडे)
पोलीस निरीक्षक
कक्ष-५ (ज.चि.३)आगुवि,मुंबई

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Date: 9-9-2024

To,
Jt. Commissioner of Police (EOW),
Mumbai Police Commissioner Office,
3RD Floor, Main Building, Dr. DN Road,
Crawford Market,
Mumbai – 400 001.

Dear Sir, Madame,

Subject: Complaint on behalf of Michiel Kneefel, President & CEO of 'Trek Air BV' located at Beech Avenue 54, 1119 PW Schiphol Rijk, Netherlands of fraud, cheating , criminal misconduct, money laundering of USD $ 5,50,000/- (Equivalent to Rs.4,50,00,000/-) committed by 1.) Mr. Ammeet Kamal Agarwal, 2.) Mr. Kamal Nagarmal Agarwal, 3.) Mr. Akash Kamal Agarwal 4.) Mr. Natwarlal Tibrewal and 5.) Mrs. Lata Tibrewal.6) Shorelight Ltd., U.K..

I Michiel Kneefel Resident of The Netherlands Submit as under:

1. I am the President & CEO of 'Trek Air BV' located at Beech Avenue 54, 1119 PW Schiphol Rijk, Netherlands and is aggrieved of the illegal acts perpetuated by Mr. Ammeet Kamal Agarwal (President and CEO)(Accused No.1), Mr. Kamal Nagarmal Agarwal (Chairman and Managing Director) (Accused No.2), and Mr. Akkash Kamal Agarwal (Director) (Accused No.3), operating and running a company under the name of Supreme Transport Organisation Pvt. Ltd. (STOPL) having its office at 5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri (East), Mumbai - 400059 along with Mr. Natwarlal Tibrewal (Accused

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No.4), and Mrs. Lata Tibrewal (Accused No.5), operating and running a firm under the name of Shorelight Ltd., U.K. (Accused No.6) (Herein refer as accused persons), wherein the accused persons driven by their greed and with malafide intent had sold the aircraft, to our organisation at a total consideration price of USD $550,000 (Five hundred and Fifty Thousand U.S. Dollars).

2. The accused persons as a matter of fact had sold me the aircraft pertaining to the Company namely Supreme Transport Organisation Private Limited representing it to be owned by Mr. Ammeet Kamal Agarwal, Mr. Kamal Nagarmal Agarwal and Mr. Akkash Kamal Agarwal. The accused persons have received significant foreign remittances outside India in the bank accounts of their relatives and the firm pertaining to their relatives who are based outside India which allegedly is in contravention of provisions of FEMA, 1999 and caused loss of revenue to the Government of India.

3. It is stated that the accused persons approached our organisation and represented themselves to the owner of the Aircraft and further represented that they are looking for the prospective buyers as they are selling off the Cessna aircraft which as a matter of fact was damaged during a landing incident. Relying upon the assertions so made by the accused persons, our organisation agreed to purchase the aircraft and accordingly an Aircraft Purchase Agreement Dated 20th July 2022 was executed between the parties. It was informed to me that the Cessna Aircraft is parked at the Jaipur International Airport. The aircraft was parked in a dismantled condition at the Jaipur International Airport.

Owner's Name	Supreme Transport Organisation Pvt.Ltd.
Make & Model	Cessna 208B
Serial Number	208B240
Registration no.	VT-UDN
Make & Models of Engines	P & W Canada PT6A-114A
Engine Serial no.	PCE-PC2041.

4. In accordance with the Aircraft Purchase Agreement Dated 20th July 2022 executed between both parties an Escrow Account was opened by Supreme Transport Organisation Private Limited in the United States along with Powell Aircraft Title Service LLC for the purposes of the receiving payments for the Sale of Aircraft. It is relevant to mention herein that in accordance to any Sale/ Purchase transaction of Aircrafts an Escrow account has to be mandatorily opened which as a matter of fact is considered as a standard payment structure.

5. We immediately upon opening of the Escrow Account transferred USD $5,50,000.00 (Full Consideration of the Aircraft) on 05.08.2022 to the Powell Aircraft Title Service LLC ESCROW Account of which Supreme Transport Organisation Pvt. Ltd was the owner and holder. The Swift copy of the transaction is annexed herewith for your kind reference.

6. Thereinafter it was informed by Mr. Ammeet (Accused No.1), that their Company namely Supreme Transport Organisation Private Limited had certain outstanding's in form of charges/ fees to the extent of USD $60,000 (Sixty Thousand U.S. Dollars) with the Airport/ Government Authorities in India, which was required to be cleared for the movement of the aircraft from Jaipur International Airport and further requested us to make the initial payment which would be deducted from the total

consideration. Relying upon the assertions which later resulted into false ones, our organisation agreed to transfer an amount of USD $60,000 on date 10.01.2023 to the below given account as per the request of Mr. Ammeet Agarwal:

A/c Name	: Supreme Transport Organisation Pvt. Ltd.
A/c Number	: 04720200000561.
Bank & Branch	: Bank of Baroda, Sakinaka Branch, Mumbai, India.
IFSC Code	: BARB0SAKINA
Amount	: USD $ 60,000.00
Date	: 10.01.2023

7. In accordance to the above request we insisted Mr.Ammeet to sign an Addendum to the APA covering the new account numbers wherein they received/wished to receive Aircraft Sale Payments. This was subsequently signed between us on the 07th of February 2023, annexed herewith for your kind reference.

8. Thereinafter, it was informed to me by the accused persons that the said Aircraft in dismantled condition was being moved in a container from Jaipur International Airport to Mundra Port in India. From Mundra port it was planned to be shipped to our related organisation at United States of America.

9. Thereinafter, the President and CEO of the Supreme Transport Organisation Private Limited i.e., Mr. Ammeet Agrawal again approached and requested us for transfer of the funds of USD $4,90,000 (Four Lacs Ninety Thousand US Dollars) from the escrow account to a

3rd party account in the United Kingdom (U.K.) representing it to his own account which he has been maintaining abroad which is being managed and looked after by his relatives. Since, it was apprised to me by the accused persons that the container had reached the Mundra Port and was ready to be shipped and relying upon the bonafide presentations and assertions which later resulted in malafide ones, our organisation agreed to accede to the request of the accused persons and accordingly funds were transferred from the escrow account to the below given account:

A/c Name and Address	: Shorelight Limited. 8, Sandmoor, Drive, Leeds, York, North Yorkshire, UK, LS17, 7DG.
Bank Name and Branch:	Lloyds Bank, Andover Branch, Leeds City.
CTR Sort Code	: 30-98-93.
Account Number	: 77480568.
BIC	: LOYDGB21229.
IBAN	: G834LOYD 30989377 480569.
Amount	: USD $ 4,90,000.00
Date	: 07.02.2023

10. It is relevant to mentioned herein that I subsequently became aware of the fact that the above company Shorelight Limited is owned and regulated by Mr. Natwarlal Tibrewal and Mrs. Lata Natwarlal Tibrewal, who happens to be Uncle and Aunt of Mr. Ammeet Kamal Agarwal, the President and CEO of Supreme Transport Organisation Private Limited. As a matter of fact, the Shorelight Limited also is also operating from another address at 31, Moyola House, 31, Howthorne Grove, York, England, YO31 7YA.

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11. I subsequently became aware of the fact that the Aircraft which apparently was sold to me was owned by the Company and accused No.1-3 were the Directors in the Company wherein apart from accused No. 1-3 there were other Directors and Shareholders who had ongoing disputes with the accused persons and the Complaints have been filed against each other.

12. In the meanwhile, it is come to our attention that a Company Application bearing no. CA/625/2022 in CP (MB)/88/2015 was pending before the Hon'ble National Company Law Tribunal, Mumbai bench wherein on account of the on-going management/ family disputes in between the Supreme Transport Organisation Private Limited & its Shareholders the Ld. Tribunal has granted stay inter-alia granting Status Quo on sale of the properties/ assets including the aircraft owned by Supreme Transport Organisation Private Limited which as a matter of fact, was not disclosed by the accused persons. I as a matter of fact was unaware of any of disputes inter se between the shareholders of the Company. I only became aware of the same when I contacted the officials at the Mundra port from wherein the aircraft was to be shipped to Netherlands, that the container could not be shipped on account of stay order dated. 18.05.2023 passed by the NCLT, Mumbai, India.

13. When I confronted the same with the accused persons I was given random assurances on their behalf that the aircraft would be released in sometime and I shall not worry about the same. I requested that my money be refunded by the accused persons to my bank accounts however request has fallen upon the deaf ears. It is evident that their actions were not only aimed at siphoning off supreme transport organisation private limited funds but also involved the intentional transfer of these funds to a

third-party account in the United Kingdom, thereby evading taxes and duties payable to the Government of India.

14. As of now, I became aware that the Company Supreme Transport Organisation Private Limited has under gone Insolvency and I have been duped off my hard earned money nor the aircraft has been delivered to me. The containers having the Cessna aircraft in dismantled condition are still at Mundra Port under the possession of Interim Resolution Professional (IRP) of Supreme Transport Organisation Pvt. Ltd. and our organisation has lost all communications with the accused persons. It is further stated that the aforementioned accused persons Mr. Ammeet Kamal Agarwal (President and CEO), Mr. Kamal Nagarmal Agarwal (Chariman and Managing Director) and Mr. Akkash Kamal Agarwal (Director) of Supreme Transport Organisation Pvt. Ltd. (STOPL) located at 5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri (East), Mumbai - 400059 in connivance with the Mr. Natwarlal Tibrewal and Mrs. Lata Tibrewal had committed the act of cheating, criminal conspiracy, fraud, illegal possession and illegal concealing of the hard earn money of our organisation thereby causing wrongful loss to our organisation and wrongful gain to themself and with this I request you to conduct inquiry/ investigation into this incident so that culprits responsible for this should be booked under appropriate sections of the I.P.C, Prevention of money laundering act, 2002 and any other relevant provisions under the criminal law.

15. It further seems that the Mr. Ammeet Kamal Agarwal (President and CEO), Mr. Kamal Nagarmal Agarwal (Chariman and Managing Director) and Mr. Akkash Kamal Agarwal (Director) of Supreme Transport Organisation Private Limited were not acting alone however they were acting in collusion and connivance with the Mr. Natwarlal Tibrewal and Mrs. Lata Tibrewal and their firm Shorelight Ltd. U.K., being involved in the offence of Money Laundering. The money was laundered by the accused persons through Companies/ entities beneficially owned and controlled by the accused persons and their family members. The accused persons are the beneficiaries of the wrongful act committed with them thereby resulting in huge loss and have aided and abetted in the conspiracy to cheat our organisation.

16. It was also well within the knowledge of the accused persons that the acts and omissions are wrongful in nature and still the accused persons went ahead with their malafide modus operandi and have wilfully and intentionally aided each other in the offences committed.

17. Since, the accused persons in active connivance and under well planned criminal conspiracy and modus operandi had committed the illegal act. It is also relevant to mention that our organisation has been duped to the extent of USD $ 5,50,000/- (Equivalent to Rs.4,50,00,000/-) by the accused Persons.

18. Therefore, it is requested that the complaint be investigated and an FIR under Section 406, 420, 34 and 120B of the Indian Penal Code and section 3 and 4 of the Prevention Of Money Laundering Act, 2002 and any other provisions of the criminal law be registered against the accused person and other known and unknown persons.

Yours sincerely,

With this I request your good self to conduct inquiry/ investigation along with and an F. I. R should be registered against the accused persons.

Faithfully,

For Vshukla

Michiel Kneefel.

President and CEO of Trek Air BV.

Beech Avenue 54,

1119 PW Schiphol Rijk, Netherlands

Please note : We have learned that Mr. Ammeet , Mr. Kamal and Mr. Akkash Agarwal may abscond to avoid action against them and hence we have annexed Mr. Ammeet's and Mr. Kamal's Passport Copies which are available with us.

Special Request : We have learnt that Mr. Ammeet Agarwal is a habitual offender and have 7 FIR registered in his name in Mumbai, India for various offences. **Hence we sincerely and humbly request you to handover this case to some special team as he is very capable of managing the whole case and this will only hamper the chances of fair investigation.**

Communication : Please use our POA Holder, Mr. Vikas Shukla's local address as our communication address at (Cell: +91-9820993133; Email: vikas_shukla69@yahoo.co.in) having his office address at 2, Gopal Niwas, Tejpal Scheme Road No.5, Vile Parle East, Mumbai – 400 057

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Sr. No.	Particulars	Annexure
1.	Power of Attorney (P.O.A.) dated.24.11.2023 authorizing Mr. Vikas Shukla to Lodge Complaint.	A.
2.	Aircraft Purchase Agreement (APA Dated.20th July 2022)	B.
3.	Amendment to Agreement for receiving payment of USD $ 60,000 and USD $ 490,000 dated.07th February 2023	C.
4.	De-registration of Aircraft/Container Mundra Port	D.
5.	Bank Copy evidencing payment of USD $5,50,000 on date.05.08.2022.	E.
6.	Invoice raised by STOPL dated.10.12.2022 to us to receive the payment.	F.
7.	Bank Copy evidencing payment of USD $60,000 on date.10/01/2023	G.
8.	Bank Copy evidencing payment of USD $4,90,000 on date.07/02/2023	H.
9.	Details of Company Shorelight Limited based in United Kingdom.	I.
10.	NCLT Order Dated.25.04.2017 restraining STOPL from Sale of Assets	J.
11.	NCLT Order Dated.05.12.2022 restraining STOPL from Sale of Assets.	K.
12.	NCLT Order dated.18.05.2023 to stop the Aircraft at Mundra Port from Shipping	L.
13.	Pan Card and Passport Copy of Mr. Ammeet Agarwal	M.
14.	Passport Copy of Mr. Kamal Agarwal	N.
15.	Other Mumbai Police FIR reports available against Mr Ammeet Agarwal	O.

Details of People who know about this Transaction

Sr. No.	Name of the Person	How Connected to this Transaction	Contact Details available
1.	Mr. Ammeet Kamal Agarwal	Main Accused - Director of STOPL	ammeet@supremeaviation.com Tel: +919870811224. 901, Bikaner Bhawan, Opp. Jain Temple, JB Nagar, Andheri East, Mumbai – 400 059.
2.	Mr. Kamal Nagarmal Agarwal,	Co- Accused - Director of STOPL and Authorised the Sale Transaction of Aircraft	kamal@stopl.in Tel +919821157825 901, Bikaner Bhawan, Opp. Jain Temple, JB Nagar, Andheri East, Mumbai – 400 059.
3.	Mr. Akash Kamal Agarwal,	Co- Accused -Director of STOPL and Authorised the Sale Transaction of Aircraft	akkash@supremeaviation.com Tel: 9833664669. 901, Bikaner Bhawan, Opp. Jain Temple, JB Nagar, Andheri East, Mumbai – 400 059. +1 (703) 810-9054
4.	Mr. Natwarlal Tibrewal & Mrs. Lata Tibrewal.	Co- Accused -Uncle and Aunt (Mama/Mami) of Ammeet/Akkash Agarwal and Owners/Directors of Shorelight Ltd.	cornerhousedental@btconnect.com Tel +441132665184. 1) 31, Moyola House, 31, Howthorne Grove, York, England, YO31 7YA 2) 8, Sandmoor, Drive, Leeds, York, North Yorkshire, UK, LS17, 7DG.
5.	Minford accountancy	Accountant of Tibrewal's	headoffice@minford.eu Tel +441904786196
6.	Lloyds Bank Leeds	for the Account of : Shorelight Ltd.	br1041@nalloydsbanking.com

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7.	Ms. Chandra Crawford	Escrow Agent : Powell Aircraft Title Service	chandra@airtitle.com +1 405 6854858 1. 10005 S. Pennsylvania Ave. Suite A Oklahoma City, OK 73159 2. P.O. Box 19096 Oklahoma City, OK 73144
8.	Mr. Rajendra Singh Rao.	ASR Logistics India Pvt Ltd – CHA based in Mumbai Appointed for Shipping the Airplane to United States	9820330911; Room no 26, 2nd floor, 282, Khandke Bldg., Shahid Bhagat Singh Road, Fort Mumbai-400001
9.	Mr. Ravindra Pandey	whose IEC Code was used to ship the Airplane- FLYD Aerospares Pvt Ltd, Delhi	9999046374 H.No.8/9, g/f, mehram nagar mehram nagar, New Delhi-110037
10.	Mr. Prashant Jain	IRP of Supreme Transport Organisation Pvt Ltd since 08.09.2023 appoined by Hon. NCLT, Mumbai.	9322743902 B-610, BSEL TECH Park, Sector 30A, Near Vashi Station, Vashi, Navi Mumbai, 400703

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LEGALIZATION

I, Mr. Jeroen Robert Wijts, civil law notary, practising at Haarlem (The Netherlands), hereby declare that:

on the : the twenty-fourth day of November two thousand and twenty-three
in : Haarlem (The Netherlands)

the signature on the previous page is the signature of:
mister **MICHIEL KNEEFEL**, residing at Boslaan 20, 2061 VJ Bloemendaal (The Netherlands), born in De Bilt on the twelfth day of September nineteen hundred fifty-eight, married,I,

identified with Dutch passport number: NT08L5JJ2, issued by the municipality of Bloemendaal (The Netherlands) on the twenty-first day of October two thousand sixteen,

and that mister Michiel Kneefel, above mentioned, (referred to below as: 'The Undersigned') has been identified with above-mentioned original and valid identification document, which original document has been shown to me and were given back to the bearer, according to the rules of the WWFT a copy of the above-mentioned original and valid identification document will be attached to this document.

At present, the above-mentioned identification document is not reported as missing in the online registration system as noted in the attached report.

In connection with the legalization of the signature of the undersigned, I hereby declare the following:

a. This legalization applies only to the attached documents;
b. This legalisation applies to the identification and the signature only, it does explicitly not give an opinion on the contents of the English text on the previous page.
c. No research has been done on the competence of the Undersigned.

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SPECIFIC POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME: We, M/s. Trek Air BV, a proprietary firm, having registered office address at Beech Avenue 54, 1119 PW Schiphol Rijk, Netherlands, through its proprietor viz. Michiel Kneefel (Passport No. NTo8L5JJ2), an Adult, of Amsterdam, Netherlands Inhabitants, do hereby **SEND GREETINGS:-**

WHEREAS:-

A. M/s. Trek Air BV is a Proprietary Firm (hereinafter called "**the said Firm**") registered under the provisions of the Government of The Netherlands;

B. The said Firm is having its registered office address at Beech Avenue 54, 1119 PW Schiphol Rijk, Netherlands;

C. Michiel Kneefel, is the Sole owner of the said Firm and as such in charge of the day-to-day affairs of the said Firm;

D. The said Firm deals in Sales and Services of various kinds of Aircrafts situated in different parts of the World;

E. The Said Firm has purchased a Damaged Aircraft from a Mumbai based Company M/s. Supreme Transport Organisation Pvt. Ltd located at 5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri (East), Mumbai – 400059 in year 2022 through its Directors Namely Mr. Ammeet Kamal Agarwal, Mr. Kamal Nagarmal Agarwal, Mr. Akkash Kamal Agarwal and their relatives Mr. Natwarlal Tibrewal & Mrs. Lata Tibrewal. The full consideration as per the Aircraft Purchase Agreement dated.20th July 2022 was remitted by the said firm as per the Directors and their Relatives request but still the Aircraft has not been shipped from India to United States of America as it has been caught in their past Legal hurdles of Supreme Transport Organisation Pvt. Ltd., which was not revealed by the Directors and the Aircraft has been impounded by the Court Authorities of India at Mundra Port, in India. The said Directors have not shown any interest in reversing our Money till date even after repeated requests and hence we have decided to report this cheating to the Investigation Agencies and relevant authorities in India to recover our

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money or get the Aircraft released, whichever is earlier. (This whole issue would be hereinafter called as **"the disputed purchase of the aircraft").**

F. The proprietor of the said Firm unanimously has decided to authorize Mr. Vikas Keshavram Shukla (Pan No. BPPPS1740L) having his communication address at 2, Gopal Niwas, Tejpal Scheme Road No.5, Vile Parle East, Mumbai – 400 057 to take necessary steps in respect to the disputed Purchase of the Aircraft in India from one M/s. Supreme Transport Organisation Pvt. Ltd. to give effect to the intent set out herein;

G. The said firm is thus, desirous of appointing **Mr. Vikas Shukla**, as the true and lawful Attorney in the manner hereinafter appearing to sign and execute necessary deeds, documents, applications, writings, forms, affidavits, indemnity bonds, etc. and to do various other acts, deeds, matters and things and more particularly appearing hereinafter in relation to the disputed Purchase of the Aircraft in Mumbai, India by the said Firm.

NOW KNOW YE AND THESE PRESENTS WITNESSETH

THAT We, **M/s. Trek Air BV**, the Proprietorship Firm, do hereby nominate, constitute and appoint **Vikas Keshavram Shukla** (hereinafter referred to as **"the said Attorney"**) (Aadhar No.98408324180) (PAN No.BPPPS1740L), aged about 35 years, at 2, Gopal Niwas, Tejpal Scheme Road No.5, Vile Parle East, Mumbai – 400 057, to be the true and lawful Attorney, in the name and on behalf of the said Firm to do and execute all or any of the following acts, deeds, matters and things and exercise all powers and authorities hereinafter conferred, in relation to the disputed purchase of the Aircraft in Mumbai, India, that is to say:-

1. **TO SIGN AND EXECUTE** the Various Types of Complaints to be filed with Investigating Agencies in India in respect of the disputed Purchase of the Aircraft with Supreme Transport Organisation Pvt. Ltd. by the said Firm, or any other appropriate Documents, writings, etc., in the name and on behalf of the said Firm, so as to give effect to the intent set out hereinabove.

2. **TO SIGN AND EXECUTE** the appointment of various agencies such as lawyers, attorneys, service advisors or any other necessary

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agency or person required for assistance, on behalf of the said Firm, so as to give effect to the intent set out hereinabove.

3. **TO APPEAR AND PROVIDE INFORMATION** in the name and on behalf of the said Firm, in front of various Courts, Investigation Agencies. Etc as deemed fit for the resolution of the matter.

4. **TO SIGN AND EXECUTE** all such documents, writings, etc. in relation to the disputed Purchase of the Aircraft with Supreme Transport Organisation Pvt. Ltd. by the said Firm, as may be required, in the name and on behalf of the said Firm, to give effect to the intent set out hereinabove.

5. **TO CORRESPOND**, in the name and on behalf of the said Firm, with the concerned authorities, in relation to the disputed Purchase of the Aircraft with Supreme Transport Organisation Pvt. Ltd., of the said Firm, to give effect to the intent set out hereinabove.

6. **AND GENERALLY** to do, admit and execute and perform any other acts, deeds, matters or things whatsoever which ought to be done, executed or performed in relation to the disputed Purchase of the Aircraft with Supreme Transport Organisation Pvt. Ltd., of the said Firm, to give effect to the intent hereof and set out hereinabove, as fully and effectually to all intents and purposes as the said Firm could do if it was present and did the same in proper person.

7. And, the said Firm do hereby agree to ratify and confirm all and whatever the said Attorney shall do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, We, **M/s. Trek Air BV, through Proprietor viz. Michiel Kneefel,** have set and subscribed its respective signature at Amsterdam, The Netherlands, this **24th day of November, 2023.**

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11 GELDIG VOOR ALLE LANDEN

12 OPMERKINGEN VAN BEVOEGDE AUTORITEIT

KONINKRIJK DER NEDERLANDEN
KINGDOM OF THE NETHERLANDS — ROYAUME DES PAYS-BAS

P NLD Nederlandse — NT08L5JJ2

Kneefel

Michiel

12 SEP/SEP 1958

De Bilt

M/M

21 OKT/OCT 2016

1,87 m

21 OKT/OCT 2026

Burg. van Bloemendaal

P<NLDKNEEFEL<<MICHIEL<<<<<<<<<<<<<<<<<<<<<<<<
NT08L5JJ24NLD5809127M2610210098912902<<<<<88

Geïdentificeerd conform de regels van de Wet ter voorkoming van witwassen en financiering van terrorisme [*Wwft*], door mij, mevrouw B. Wijts-Beumer, notarieel medewerker op het kantoor van Wijts & ten Brink Notarissen, gevestigd te Haarlem.

Haarlem, 24 / 11 / 2023

Mw. B. Wijts-Beumer

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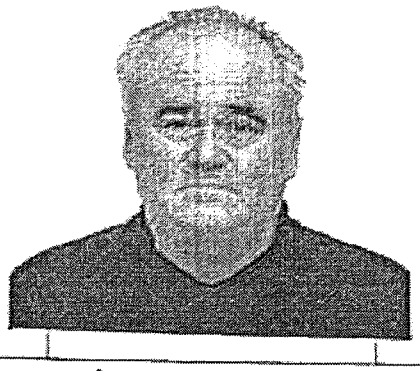
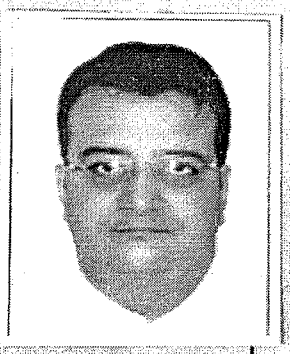
WITHIN NAMED SIGNED AND DELIVERED)
by the within named Deponent)

NAME	SIGNATURE	PHOTOGRAPH	THUMB IMPRESSION
M/s. Trek Air BV Through its Proprietor viz. (i) **Michiel Kneefel**			

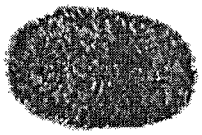
in the presence of...)
Witnesses:-
1. Name: S. Kneefel)
Address: Rosbaan 20)
2061 VJ Bloemendaal
The Netherlands)
Signature: [signature]

2. Name: Groenendaal)
Address: Rosbaan 20)
2061 VJ Bloemendaal)
Netherlands)
Signature: [signature])

I accept the above Power of Attorney



V Shukla



V Shukla

Signature and
L.H Thumb impression of the
Attorney viz. **Vikas Shukla**

घरझडती पंचनामा दिनांक ११/०५/२०२४

पंच १) श्री परशुराम पांडुरंग सातपुते, वय २९ वर्षे, धंदा :- ड्रायव्हर, रा. ठी. रुम न.७२,आर ११ बिल्डिंग, एकता सोसायटी, आजगावकर प्लॉट, साई सिद्धी कॉम्प्लेक्स, जोगेश्वरी (पुर्व),मुंबई- ४०००६०, मो.क्र. ९००४३३४२४१

पंच २) श्री अविनाश नारायण शेजुळ, वय ३८ वर्षे, धंदा : व्यवसाय, रा ठि- १२०४, १२ वा मजला,निर्मल बिल्डिंग,नरीमन पॉईंन्ट, मुंबई ४०००००१, मो.क्र.९४२२७०८०१४.

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आम्हा वरील पंचास आज दिनांक ११/०५/२०२४ रोजी १४:५० वाजता आर्थिक गुन्हे शाखा, मुंबई येथे नेमणुकीस असलेले स.पो.नि.स्वप्ना वाघमारे यांनी म नं-७०३,७ वा मजला संकल्प को. ऑ.हौसिंग सोसायटी.जे.बी नगर अंधेरी पूर्व ४०००५९ येथे बोलावुन उपस्थित असलेल्या स.पो.नि. शिंदे, सहायक फौ.वालेकर, म.पोलीस.शि.क्र.०९०१४२५/पवार या पोलीस पथकाची ओळख करुन दिली. सदरवेळी सपोनि वाघमारे यांनी आम्हा पंचाना आ.गु.वि. गु.र.क्र.३२/२०२४ कलम ४०९,४२०,४६७,४६८,४७१,३४ भांदवि या गुन्हयाची थोडक्यात हकीकत समजावुन सांगितली असुन आरोपी नामे अमित कमल अगरवाल याच्या रुम नं-७०३,७ वा मजला संकल्प को.ऑ.हौसिंग सोसायटी.जे.बी नगर अंधेरी पूर्व ४०००५९ या पत्त्यावरील घराची झडती घ्यावयाची असुन त्याबातचा घरझडती पंचनामा करावयाची विनंती केल्यावरुन सदरच्या घराचा घर झाडती पंचनामा करण्यात आला तो पुढील प्रमाणे

सपोनि वाघमारे यांनी पोलीस पथकासोबत हजर असलेल्या नमुद गुन्हयातील आरोपीत अमित कमल अगरवाल याची ओळख करुन दिली. आम्ही पंच, पोलीस पथक व नमुद आरोपी असे रुम नं-७०३,७ वा मजला संकल्प को.ऑ.हौसिंग सोसायटी, जे.बी नगर, अंधेरी पूर्व ४०००५९. येथे बाहेर आलो असता घराचा दरवाजा आतून बंद होता. दरवाज्याची बेल बाजवली असता एका महिलेने दरवाजा आतुन उघडले असता सदर महिलेस पोलीस पथकाने आम्हा पंचासमक्ष त्यांचे नाव विचारले असता त्यांनी त्यांचे नाव श्रीमती. संगिता कमल अग्रवाल,वय-५४ वर्ष असे सांगितले. नमुद वेळी त्यांनी ते गुन्हयातील आरोपी यांची आई असल्याचे सांगितले. सदरवेळी सपोनि वाघमारे यांनी आम्हा पंचासमक्ष आमची व पोलीस पथकाची ओळख करुन दिली. पोलीस पथकातील सर्वानी त्यांना आपली ओळखपत्रे दाखविली. श्रीमती. संगिता कमल अग्रवाल यांना नमुद गुन्हयातील आरोपी सदर ठिकाणी राहत असल्याने गुन्हयातील पुराव्याच्या अनुषंगाने कागदपत्रांचा शोध घेणेकामी आत प्रवेश करण्याचे विचारले असता त्यास त्यांनी संमती दर्शविली. सदरवेळी सपोनि वाघमारे यांनी आम्हा पंचासमक्ष पोलीस पथकाची तसेच पंचांची अंगझडती घेण्याबाबत विचारले असता त्यांनी त्यास नकार दिल्याने आम्ही पंच व पोलीस पथकाने घरात प्रवेश केला.

घरात प्रवेश करण्याकरीता सुमारे ३.५ बाय ०६ फुटाचा पुर्वभिमुख लाकडी दरवाजा दिसत आहे. त्यावर हवेली असे नावाचे फलक असल्याचे दिसत आहे. त्यातुन आत प्रवेश केला असता साधारण १० बाय २० फुटाचा हॉल असून पश्चिमेकडील भिंतीस देवाचे फोटो असल्याचे दिसून येत आहे. उत्तरेस असलेल्या भिंतिस सॅमसंग कंपनीचा सुमारे ७५ इंचाचा एलईडी टिव्ही दिसत आहे. हॉलमधील पूर्व दिशेच्या बाजूस बसण्यासाठी लाल व क्रिम रंगाचा लेदरचा सोफा सेट दिसत आहे.

हॉलच्या पश्चिमेस बेडरूमच्या आत प्रवेश करण्याकरिता ३.५ बाय ६ फुटाचा दरवाजा असून त्यातून आत प्रवेश केला असता बेडरूमच्या दक्षिण बाजूस ६ बाय ६ चा लाकडी पलंग दिसत आहे. पुर्व बाजूस व उत्तर बाजूस लाकडी कपाट आहेत. उत्तर बाजूस असलेल्या कपाटाची तपासणी केली असता त्यातून पुढील नमुद कागदपत्रे ताब्यात घेण्यात आली आहेत.

१.सुप्रिम ट्रान्सपोर्ट ऑर्गनाझेशन प्रा.लि कंपनीचे ब्रोशर,
२.सुप्रिम ट्रान्सपोर्ट ऑर्गनाझेशन कंपनीचे सन २००९-२०१० चे आयटीआर रिटर्न
३.नटवरलाल टिब्रेवाल यांचे युके देशातील रेसिडेंस परमिट क्रं युके १७४३७८० याची छायांकित प्रत,
४. नटवरलाल टिब्रेवाल यांचा भारतीय पासपोर्ट क्रमांक ४०९३३६३९ याची छायांकित प्रत,
५. नटवरलाल टिब्रेवाल यांचे युके देशातील रेसिडेंस परमिट क्र. युके २९७१४९८ याची छायांकित प्रत,
६. नटवरलाल टिब्रेवाल यांचे एचबीसी बॅक युके याचे दिनांक १७ फेब्रुवारी २०१० पासून ते १६ मे २०१० पर्यंत चे छायांकित प्रत,
७. नटवरलाल टिब्रेवाल यांनी ब्रिटीश हाय कमिशन,मुंबई यांना सन २०१० मध्ये यांना लिहिलेल्या पत्राची छायांकित प्रत,
८.कमलकुमार नागरमल यांच्या नावे असलेली शिधापत्रिका क्रमांक ११००९६ ची छायांकित प्रत.

सदरच्या खोलीतील पूर्वेकडिल कपाटाची तपासणी केली असता त्यामध्ये कपडे व इतर दैनंदिन वापरातील साहित्य दिसून आले. सदरच्या खोलीच्या पश्चिम बाजूस ३ बाय ५ फुटाची काचेची खिडकी आहे. सदरच्या खोलीच्या दक्षिण बाजूस ३ बाय ६ चा स्लायडिंग दरवाजा असून त्यातून बाहेर आल्यास दक्षिण बाजूस सुमारे ७ बाय १० फुटाचे किचन दिसून येत आहे. सदरच्या किचनमध्ये घरगुती वापराच्या वस्तू दिसून आल्यात. किचन आणि पहिल्या बेडरूमच्या मध्ये पश्चिम बाजूस जाण्यास सूमारे ४ बाय १० फुटाचा पॅसेज आहे. पॅसेजच्या शेवटी सुमारे ४ बाय ६ फुटाचा बाथरूम आहे. सदरच्या बाथरूमच्या दक्षिणेस दुसरा बेडरूम असून सुमारे ३ बाय १० फुटाचा दरवाजा असल्याचे दिसून येत आहे.

सदरच्या खोलीत आत प्रवेश केला असता सुमारे ५ बाय ६ फुटाचा लाकडी पलंग असल्याचे दिसून येत आहे. सदरच्या खोलीच्या पश्चिम भिंतीस ३ बाय ४ फुटाची काचेची खिडकी व दक्षिण बाजूस ४ बाय ८ फुटाची काचेची खिडकी दिसून येत आहे. सदरच्या खोलीच्या पश्चिम भिंतीस व उत्तर भिंतीस ४ फुट उंच व ३ फुट रूंद टेबल दिसून येत आहे. सदरच्या टेबलची तपासणी केली असता त्यात शोभेच्या

आ.गु.वि. गु.र.क्र.३२/२०२४ कलम ४०९,४२०,४६७,४६८,४७१,३४ भांदवि या गुन्हयाच्या अनुषंगाने दिनांक ११/०५/२०२४ रोजी करण्यात आलेले घरझडती पंचनामा पुढे चालु..

वस्तू दिसून येत आहे. सदरच्या खोलीच्या पश्चिम भिंतीस सुमारे ८ फूट लांब व ११ फूट उंचीचे लाकडी कपाट दिसून येत आहे. सदरच्या कपाटांची पाहणी केली असता त्यात कपडे, रिकामे सुटकेस व दैनंदिन वापराच्या वस्तू दिसून आल्यात. सदरच्या खोलीच्या पूर्व भिंतीस सुमारे ४ बाय ४ फुटाचे काचेचे बाथरूम दिसून आले. संपूर्ण घराच्या सिलिंगची उंची सूमारे ११ फुट दिसून येत आहे. किचन वगळता घराच्या प्रत्येक खोलीत स्प्लीट एसी दिसून येत आहे.

सदरवेळी सपोनि वाघमारे यांनी आम्हा पंचासमक्ष आरोपी नामे अमित कमल अग्रवाल यास त्याचा वापरता मोबाईल बाबत विचारणा केली असता त्याने हॉलमधील पश्चिम भिंतीस सुमारे ३ फुट उंच व २ फुट रूंद असलेल्या लाकडी शोकेस मधील डावीकडून दुस-या क्रमांकाच्या ड्रॉवरकडे अंगुलीनिर्देश करून त्यात असल्याचे सांगितले. सदरचा ड्रॉवर पोलीस पथकातील स.फौ वालेकर यांनी उघडून पाहिले असता त्यात ऑफव्हाईट रंगाचा व सिल्व्हर कडा असलेला सॅमसंग कंपनीचा दुमडणारा फोन मिळून आला. सदरचा फोन हा लॉक असल्याने आम्हा पंचासमक्ष सपोनि वाघमारे यांनी आरोपीकडून फोनचा पासवर्ड काढून टाकला व सदरच्या फोनची पहाणी केली असता तो सॅमसंग कंपनीचा फोल्ड ५ मॉडेल असलेला दिसुन आला असुन आयएमइआय हा ३५६७२५७६०५७८०४९ व ३५७२२७१६०५७८०४१ असा दिसून आला. सदरच्या फोनचा मोबाईल क्रमांक ९८७०८११२२४ असा आहे. सदरच्या फोनची पहाणी केली असता कोणतेही बाहय उपकरण जोडलेले दिसून आले नाही. सदरच्या फोनमधून सिम कार्ड बाहेर काढले असता ते जिओ कंपनीचे सिमकार्ड क्रमांक ८९९१ ८७४० ५००० २७४१ ८९३९ असे दिसुन आले. सदरचे सिम कार्ड पांढ-या रंगाच्या कागदामध्ये बांधण्यात आले आहे.सदरच्या फोनमधील असलेला पासवर्ड आरोपीकडून काढून घेण्यात आला असून सदयस्थितीत मोबाईलला कोणताही पासवर्ड नाही. सदरचा फोन हा आम्हा पंचासमक्ष आरोपी करवी बंद करण्यात आला असुन तो आणि पांढ-या रंगाच्या कागदामध्ये बांधण्यात आलेले जिओ कंपनीचे सिमकार्ड असे दोघे खाकी रंगाच्या कागदी लखोटयात सिलबंद करण्यात आले आहे. त्यावर आम्हा दोघे पंच व सपोनि वाघमारे यांनी स्वाक्षरी केली आहे.

वर नमुद केलेल्या कागदपत्रांशिवाय व मोबाईल व्यतिरीक्त पोलीसांनी इतर कोणतीही वस्तु ताब्यात घेतलेली नाही.

पंचनामा दरम्यान पोलीसांनी उपस्थित असलेल्या इसमांसोबत कोणतेही गैरवर्तन वा धार्मिक भावना दुखावणारे असे वर्तन वा अस्तव्यस्थपणा केला नाही. तसेच त्यांना त्यांच्या विनंतीनुसार आवश्यक कामकाज करण्याची मुभा देण्यात आली.

पंचनामा हा आम्हा पंचाच्या सांगण्याप्रमाणे लॅपटॉपवर टाईप केला असुन तो दिसत्या परिस्थितीप्रमाणे बरोबर आहे. पंचंनामा हा मराठीत करण्यात आला असुन तो आम्हा पंचाना समजावुन सांगितला तो बरोबर आहे.

सदरचा पंचनामा हा सदर घरातील उपलब्ध असलेल्या टयुबलाईटच्या पुरेश्या प्रकाशात लॅपटॉपवर टंकलीखीत करण्यात आला असुन त्याची सदरच्या इमारतीच्या जवळ असलेल्या झेरॉक्सच्या दुकानात प्रिंन्टआउट घेण्यात आली आहे. सदरचा पंचनामा दिनांक ११/०५/२०२४ रोजी १४:५०वा. सुरु करुन १७:४५ वा. संपविण्यात आला.

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पंच १)

पंच २)

|| जय श्री राम ||

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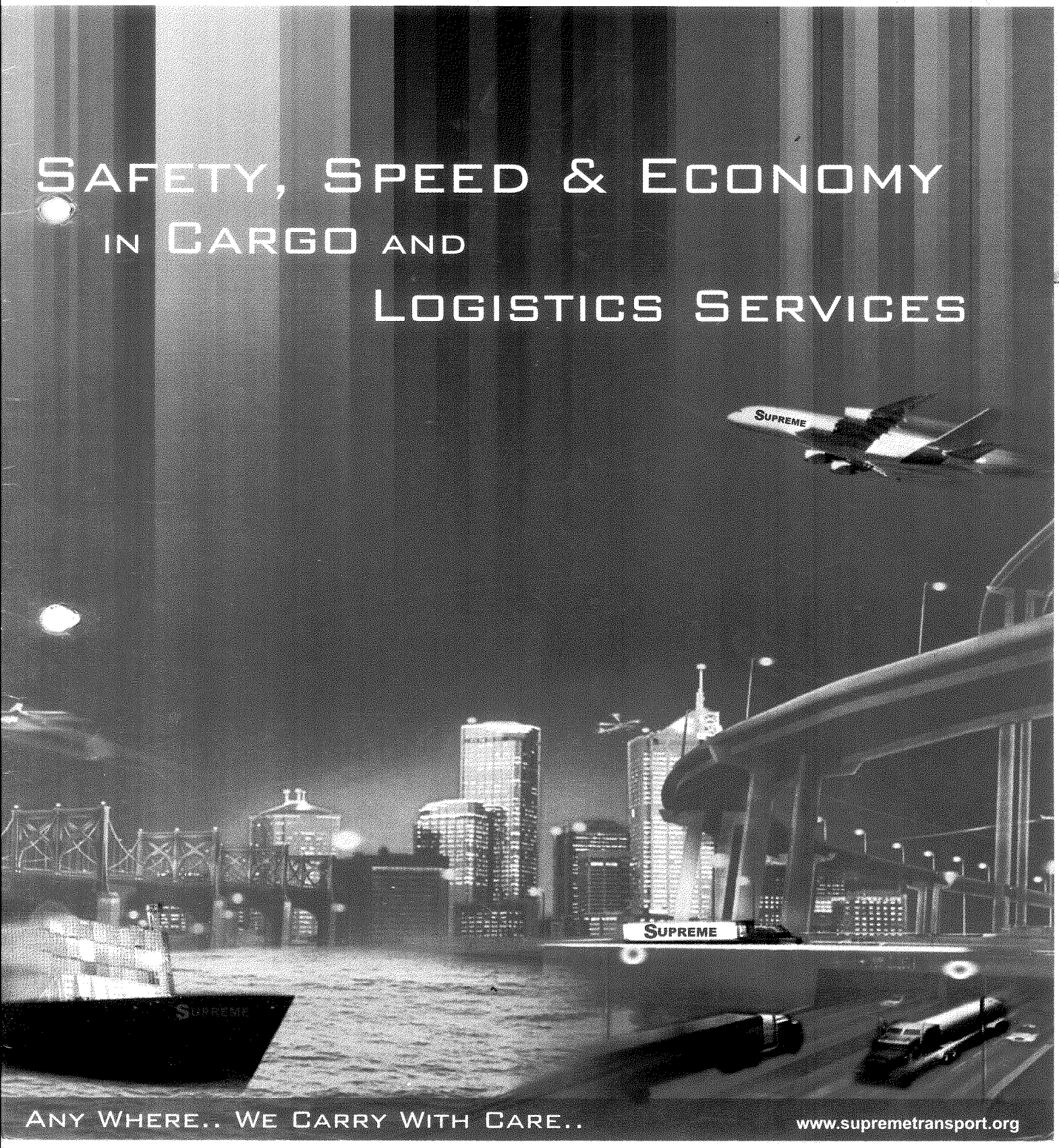
SUPREME TRANSPORT ORGANISATION PVT. LTD.

AN ISO 9001 - 2000 Company



FB

About Us

Supreme Transport Organisation Pvt. Ltd. has been adding value to the logistics chain by providing distribution services. For almost 26 years it has played a key role by connecting the remotest hinterland regions of India to gateways ports and beyond, facilitating nation-wide trade and commerce.

An ISO 9001: 2000 company, Supreme Transport is a leading transport contractor with Pan-India operations. Its fleet of well-maintained trailers and trucks traverse the length and breadth of the country carrying ex-im containers, over dimensional consignments (ODC), heavy-lift cargo as well as special and sensitive goods.

Supreme Aviation

Supreme Aviation WorldWide with it's headquarters in Texas, USA provides flight training for airlines & leisure, aircraft sales & maintainence, charters for personal, business and leisure purposes. From small 2-4 seat airplanes & helicopters all the way up to Boeings & Airbus, Supreme's motto remains the same - From Where Dreams Take Off..

For details please log on to www.supremeaviation.in

Supreme Transport

Through a network of 70 offices at strategic locations in cargo generating regions of India, we provide a personal touch and hands on approach to our customers. Unmatched coverage, fast turnaround times, safety, speed and economy are the cornerstones of our success.

We offer services that are at par with global transportation giants, setting high benchmarks of performance and quality. We successfully cater to the needs of several MNCs and large PSUs with strict delivery schedules.

For details please log on to www.supremetransport.org

Supreme Logistics

Adding to our range of services is our consolidated logistics services. We offer single-window freight forwarding solutions including shipping, air freight, warehousing and customs clearance for ex-im cargo. Backed by our domestic capabilities, comprising a network of offices, well-trained professional manpower and years of industry experience, we provide world-class logistics solutions. We offer global movements to multiple locations, flexible routings at competitive rates.

For details please log on to www.supremelogistics.org

Supreme- Nationwide integrated logistics services from a single source

Supreme offers a closely linked inter-network schedule of services to over 70 economic regions offering air and sea freight services all over India. At interfaces of global flow of goods in India, our trained work force operates round-the-clock to ensure linkages to different carriers. Our forte includes import containers, over dimensional consignments, special sensitive goods, parcel goods, etc. This makes Supreme a powerful supplier of integrated logistics services -- with suitable solutions for the most demanding logistical challenges.

Service Highlights

- Own network of 70 offices
- Own fleet of more than 150 trailers, flat-beds and trucks
- Vehicle tracking capabilities through GPRS
- Professional team
- Offices with state-of-the-art infrastructure

Supreme- Customization to its level best

Together with its customers from sectors like automobiles, pharmaceuticals, fertilizers, medical systems, productions, consumer goods, as well as telecommunications, etc., Supreme works to develop tailor-made transport and logistics solutions.

With its innovative ideas, Supreme has emerged as the preferred transport services provider for many of India's frontline industries.

Supreme – Forte

- Import – Export containers
- Over Dimensional Consignments
- Heavy-lift cargo
- Special and Sensitive goods
- Project Transportation
- Warehousing
- Shipping and freight forwarding

Some of our customers are

Airtel, BHEL, Bombardier, Essar, Fiat, Garware, GE Industrial Group, General Motors, Godrej, Grasim, Indian Railways, Sabic, Wipro GE, etc.

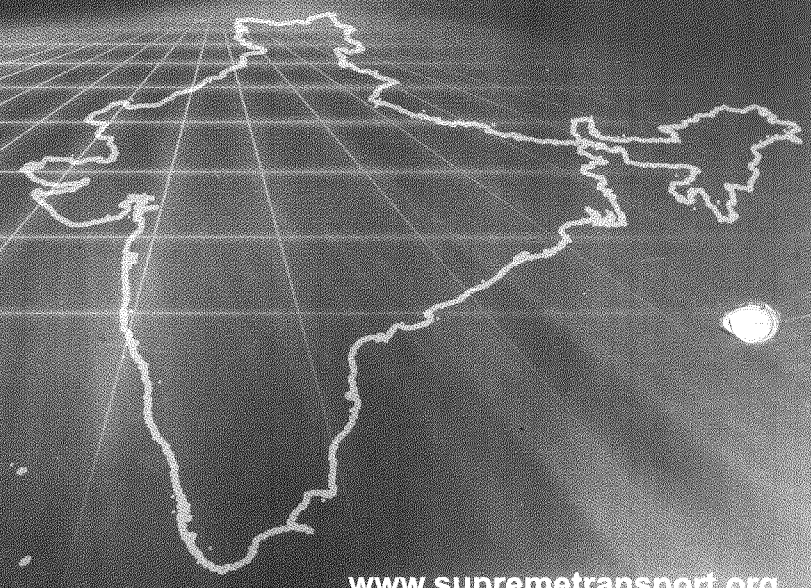
Our Network

Ahmedabad	Dhalvaipuram	Karur	Pune
Anjar	Erode	Kovilpatti	Rudrapur
Ambala	Gandhidham	Kumarpatnam	Raipur
Aurangabad	Halol	Malegaon	Sanganer
Bangalore	Haridwar	Mandideep	Saroli
Baroda	Hyderabad	Madurai	Shirpur
Balotra	Ichalkaranji	Mumbai	Surat
Bhilwara	Indore	Nagpur	Solapur
Bhiwandi	Jaipur	Nashik	Somanur
Burhanpur	Jamshedpur	Nagda	Salem
Chennai	Jasol	Neelmangala	Tirupur
Cochin	Jalgaon	Nhava-Sheva	Tarapur
Coimbatore	Jodhpur	Pali Marwar	Ulhasnagar
Dhule	Kolkata	Palladam	Vapi
Delhi	Kolhapur	Pondicherry	Vasai

Kamal Agarwal
MD & CEO
kamal@supremetransport.org

Vimal Agarwal
Joint MD
vimal@supremetransport.org

Ravi Agarwal
Chief Operating Officer
ravi@supremetransport.org
Mob: 9867279394



Corporate Office :
101-104 Prestige Chambers,
127 B, Kalyan Street, Mumbai - 400 009
Tel: 022 - 23731121, 23741121, Fax: 23741595
Email: mumbai@supremetransport.org

Administration Office :
"Supreme House", 49, Wavikar Lane,
Malegaon (Nasik) - 423 203
Tel: 02554 - 232481, 324481, Fax: 253933
Email: malegaon@supremetransport.org

Registered Office :
Survey No. 140/01, Taluka Mulsi,
P.O. Tathawade, Pune - 411 033
Tel: 020 - 32521121
Email: pune@supremetransport.org

www.supremetransport.org

|| जय श्री राम ||

STO™
SINCE 1983

Supreme Logistics
Supreme Transport Organisation Pvt. Ltd.

AN ISO 9001 - 2000 Company

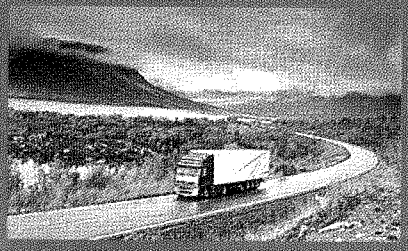
STO
25
YEARS OF CELEBRATION
SILVER JUBILEE
1983-2008

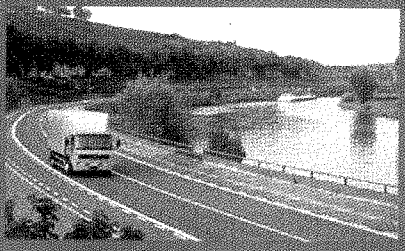
Any Where.. We Carry With Care..

An ISO 9001:2000 Company

Supreme Transport Organisation Pvt Ltd
301 Vardhaman Chambers 127C Kalyan Street Mumbai 400009
T: +91 22 23731121 / 23741121 F: +91 22 23741595
info@supremetransport.org

25 YEARS OF CELEBRATION
SILVER JUBILEE

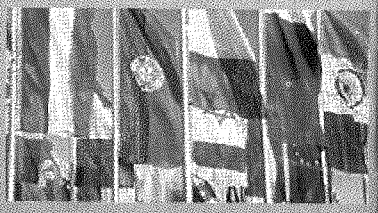


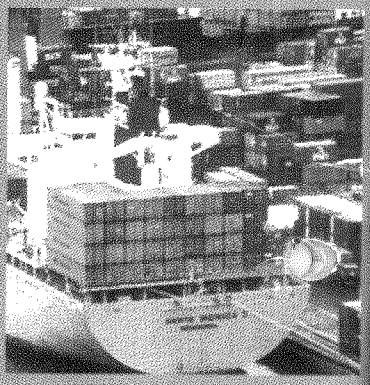


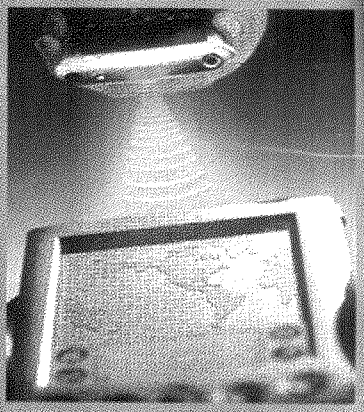
Trade plays an important role in development at both - National as well as International platform. And Transportation acts as backbone for trade to take place. Supply chain deserves immense importance for all industries. We here at Supreme understand this importance and thus transport the World towards development. By providing in house services to leading corporations, Supreme has been the best solution for Supply Chain needs.

In today's competitive world, it becomes essential for any corporation to concentrate on manufacturing and marketing, retaining the quality and standards. If the same work force also deals with different service providers for supply chain solutions, it is a big compromise somewhere. Here Supreme integrates itself to the corporation and provides complete supply chain solutions - reducing their activity and expenses related to maintain the same.

Give us a chance and feel the difference in the world class service - A Supreme Class service.

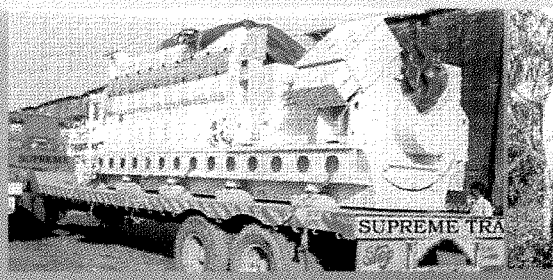


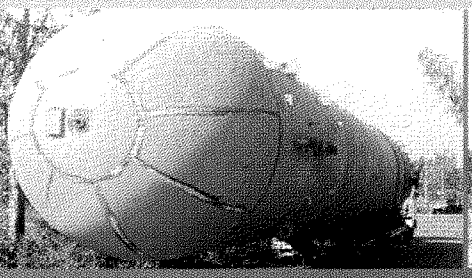
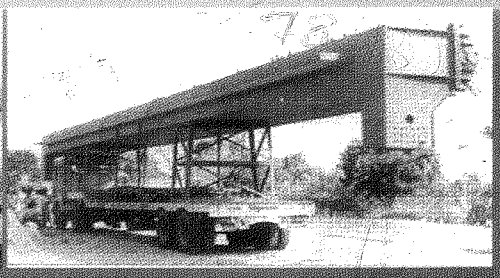




Kamal Agarwal
Managing Director
Supreme Transport Organisation

Any Where.. We Carry With Care..



Supreme Transport Organisation is a leading transport contractor of India. We are an ISO 9001:2000 company maintaining International standards and quality in our service. We are approved by the Indian Banks Association. Also we are an active company in the All India Motor Transport Association, Bombay Goods Transport Association and other bodies.

We specialize in carrying Import Export containers, Over Dimensional Consignments, parcel goods, special and sensitive goods with equal care and expertise virtually to any place in India.

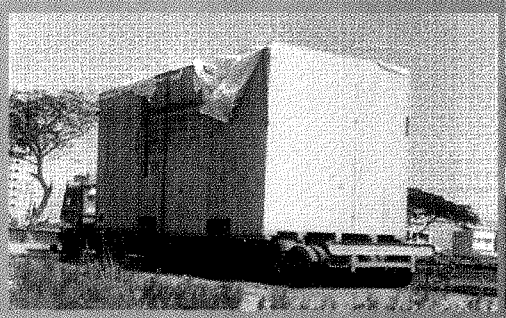
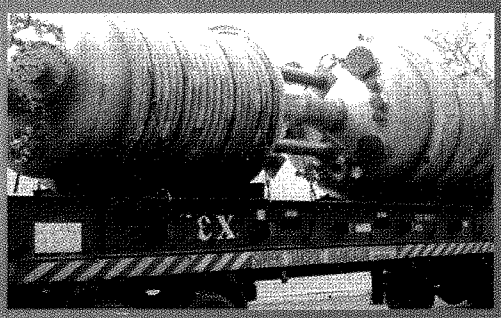
We have been providing higher than standard services to our clients including the Multi National Corporations like GE Industrial group, General Motors, Wipro GE, Essar Ltd, Sabic Ltd & others, Government undertakings like BHEL, BEML, Indian Railways & others, and leading groups like Raymonds India, Jupiter Engg, Triveni Engg, Powerica, Garware & others.

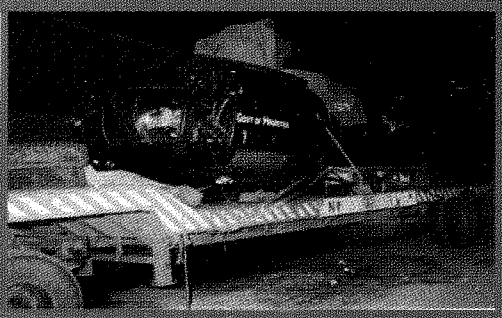
- *We have an extensive network of more than 70 branches spread wide all over India.*
- *We have our own large fleet of trucks, trailers & commercial vehicles giving a total mix of 150 numbers.*
- *We have professional work force to deal with customers, at ports & maintain the inter branch systems ensuring smooth functioning.*
- *We have a web based tracking system for our clients to keep them updated every moment.*

All these value added features enable us to provide our clients a superb class - A Supreme Class service.

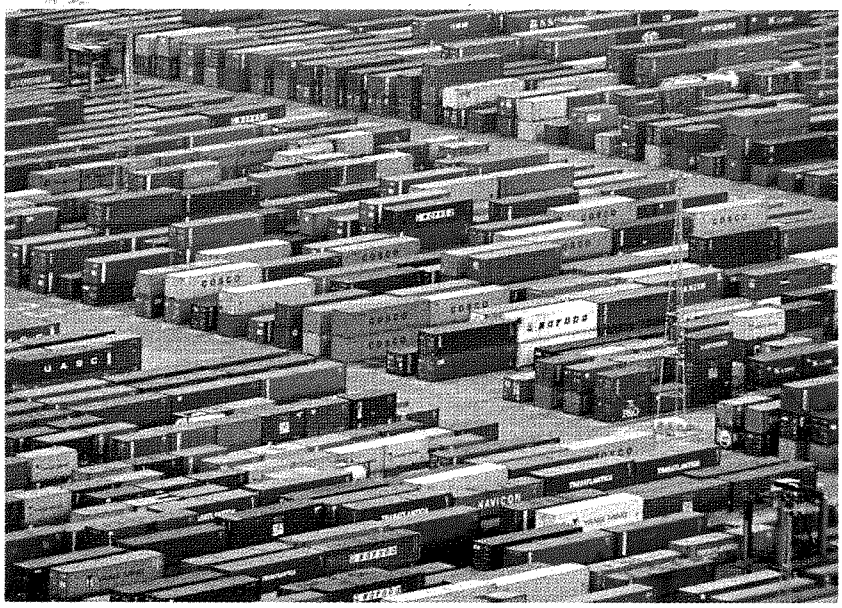
With 25 years of rich experience in transport industry Supreme has endorsed it's brand on the road map of India.

Give us an opportunity to render our service for movement of your goods and feel the difference we provide in our Supreme service...



SERVICES

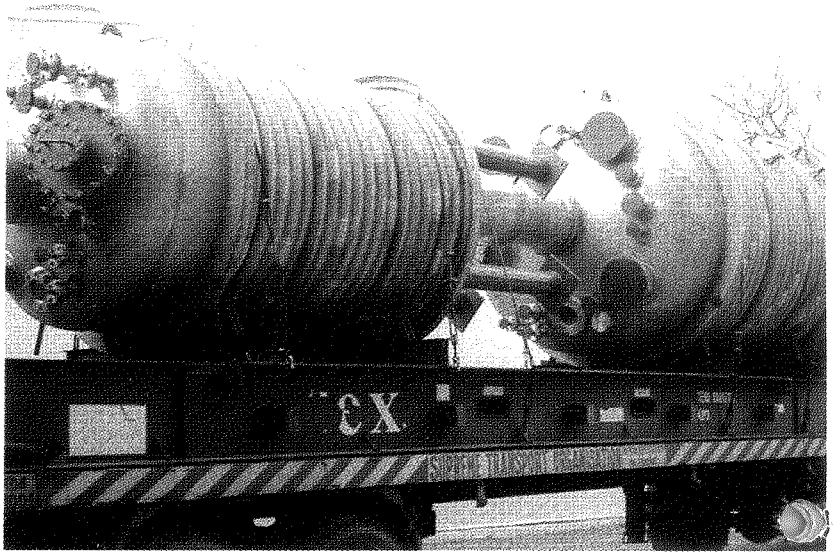


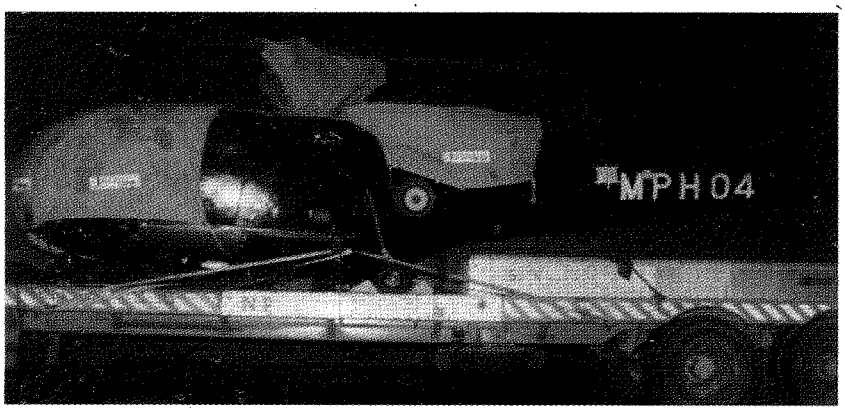
Import-Export Containers:

We specialize in carrying import export containers to & from major ports of India to our customer's requested destinations. With trained professionals at all ports we ensure smooth and safe movement of your containers. Trained drivers make sure the goods are safe till the last door of delivery!

Over Dimensional Consignments:

We have a strong experience in transporting ODC consignments, machineries, heavy or long equipments virtually to & from any place in India. We also provide necessary escorts and live tracking of the consigments to ensure complete satisfaction every minute! With our own fleet of vehicles, we are also able to assure time bound delivery!





Special & Sensitive Goods:

We completely understand the importance of your goods and thus make sure we provide the best and 'Supreme' service to transport it to your desired destination, anytime & anywhere. Give us a chance & feel the difference.

Supreme Transport Organisation Pvt Ltd
101-104 Prestige Chambers 127 B Kalyan Street Mumbai 400009
T: +91 22 23731121 / 23741121 F: +91 22 23741595
info@supremetransport.org

PERFORMANCE

To,
Supreme Transport Organisation
301, Vardhman Chambers,
127-C, Kalyan Street,
Mumbai – 400 009

Kind Attn. : Mr.K.K Agarwal & Mr.Mukesh Sharma

Dear Sir,

We are thankful to you for transportation of 91 X 40' & 2 X 20' containers on 6th March 2004 in a single day

Thanking you,

Yours faithfully,
For General Motors India Private Limit

Shreyas Ranadive
Sr.Manager
Imports, Exports & Logistics
GE Advanced Materials

GM

General Motors India

General Motors India Pvt. Ltd.
Chandrapura Industrial Estate,
Halol 389 351 Dist. Panchmahals
Gujarat, India.
Telephone (91) 2678 - 221000
Fax (91) 2678 - 220664

80

This is to confirm that M/S Supreme Transport Organisation, Mumbai have been associated with us since 2003 years. They have been handling our Import container transportation from Nhava Sheva Port to our Plant at Halol (Gujarat). They have thorough experience in port activities. Their staff at the dock is well experienced and hard working. Their services have been found quite professional and satisfactory.

This is to certify that Supreme Transport Organisation is handling our con transportation from various seaports and airports

They are associated with us since 2004 .

Their service is quite satisfactory and very competitive

Supreme Staff is very good and they are quite professional.

WIPRO

Plastics Division
Plastics Avenue
P O Jawaharnagar 391 320
Dist Vadodara INDIA
Tel +91 (265) 2232147/2232177/2231181-3

This is to Certify that **M/s Supreme Transport Organisation** is one of our Nominated Transporters for Inbound & Outbound Road Transportation of our Materials. They were rendering all types of transport services viz. Raw & Finished Products for All India, through various types of Trucks and Trailors & Containers.

They are particularly good in transportation of containerised cargo for Import & Export Shipments.

We have found their services to be satisfactory and their staff having professional approach in their work area.

I am really pleased to learn that the [illegible] transported by you from Bombay Docks to Hardwar on 16th Nov'92 arrived Hardwar on 19th morning.

It is an example of quick and excellent service rendered by your Organisation by which our Hardwar Unit has been able to meet its most urgent production priorities. I would like to convey my sincere appreciations for this to you and all those who were involved in this operation in your Organisation.

भारत हेवी इलेक्ट्रिकल्स
Bharat Heavy Electricals Limited

This is to confirm that M/s Supreme Transport Organisation, Mumbai have been associated with us since 1996. They have been handling transportation our TEUs, FEUs and LCLs from Nhava Sheva Port to our Plant at Ranoli, Dist Baroda, Gujarat. They have through experience in port activities and their dock staff is well experienced. Their services have been found quite professional and satisfactory.

For GE India Industrial Pvt Ltd

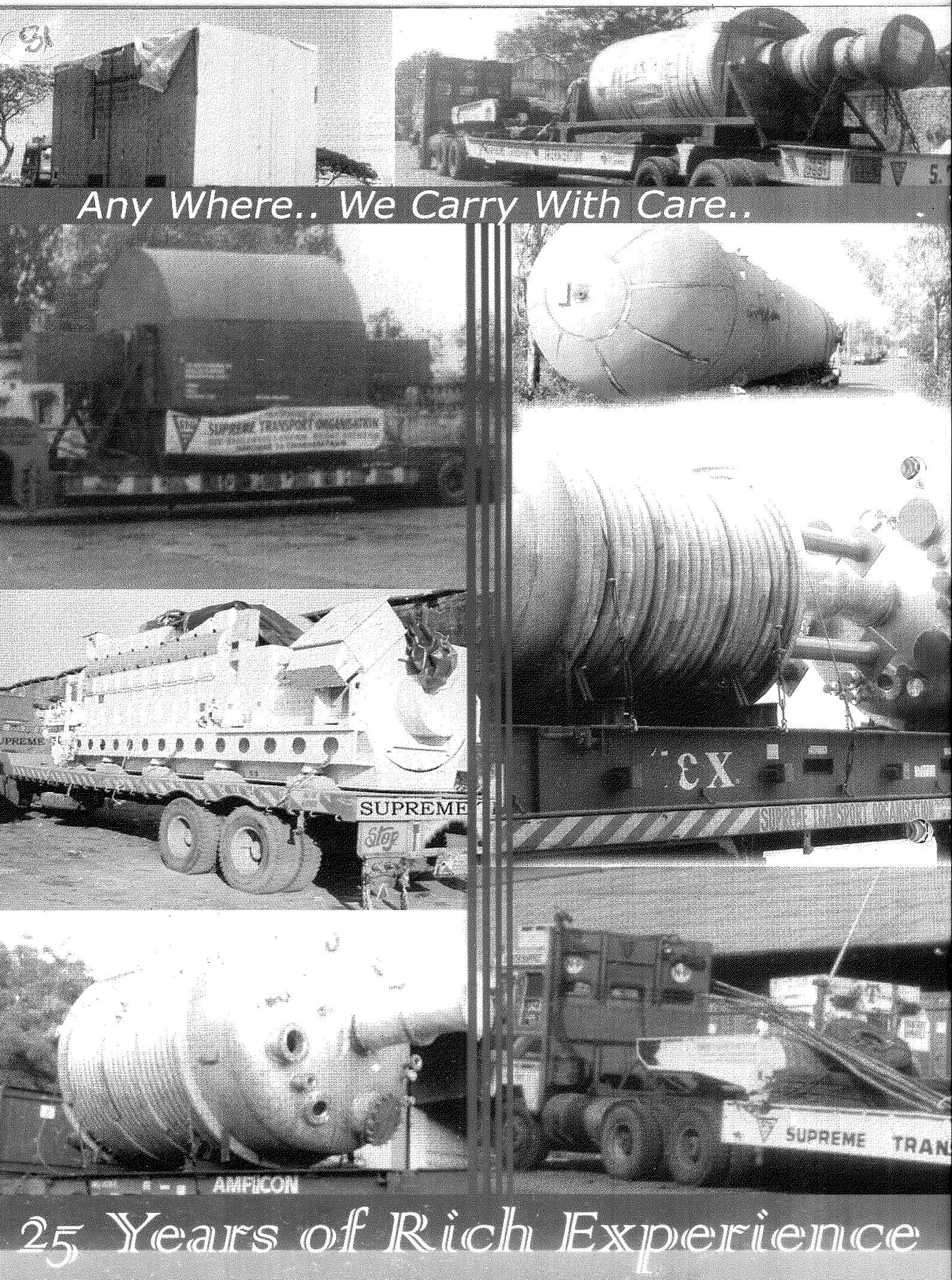
...SPORT ORGANISATION, ...Ankaria, Ahmedabad 380 022 is ...with us since 15 years. Their operation in ...satisfactory ...ney enjoy high and respectable

Central Bank of India

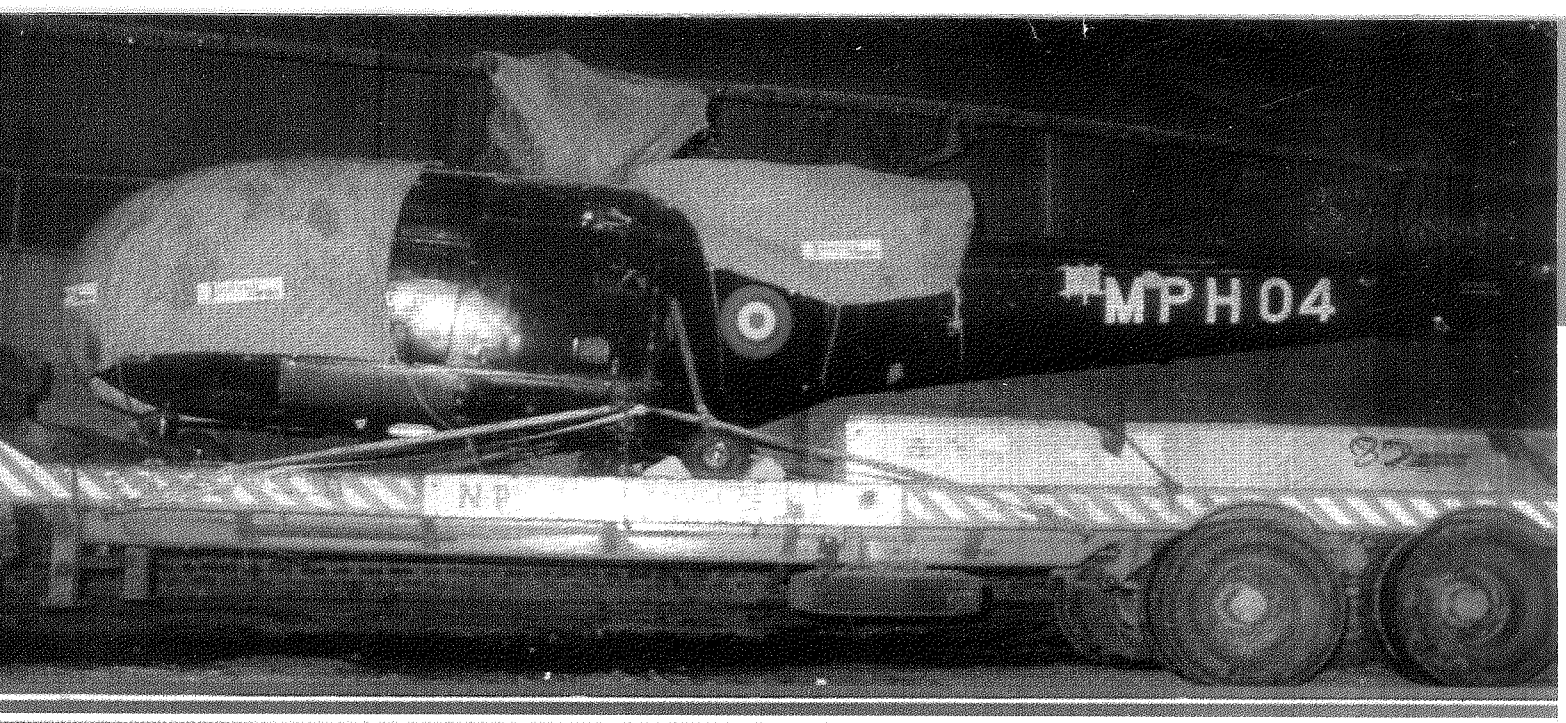
THIS IS TO CERTIFY THAT M/S. SUPREME TRANSPORT ORGANISATION, (ADD. - MALEGAON DIST.NASHIK) IS MAINTAINING THEIR CURRENT ACCOUNT WITH US SINCE 20 YEARS. THEIR OPERATIONS OF ACCOUNT WITH US ARE VERY SATISFACTORY. THEY ENJOY HIGH AND RESPECTABLE STATUS IN THE MARKET.

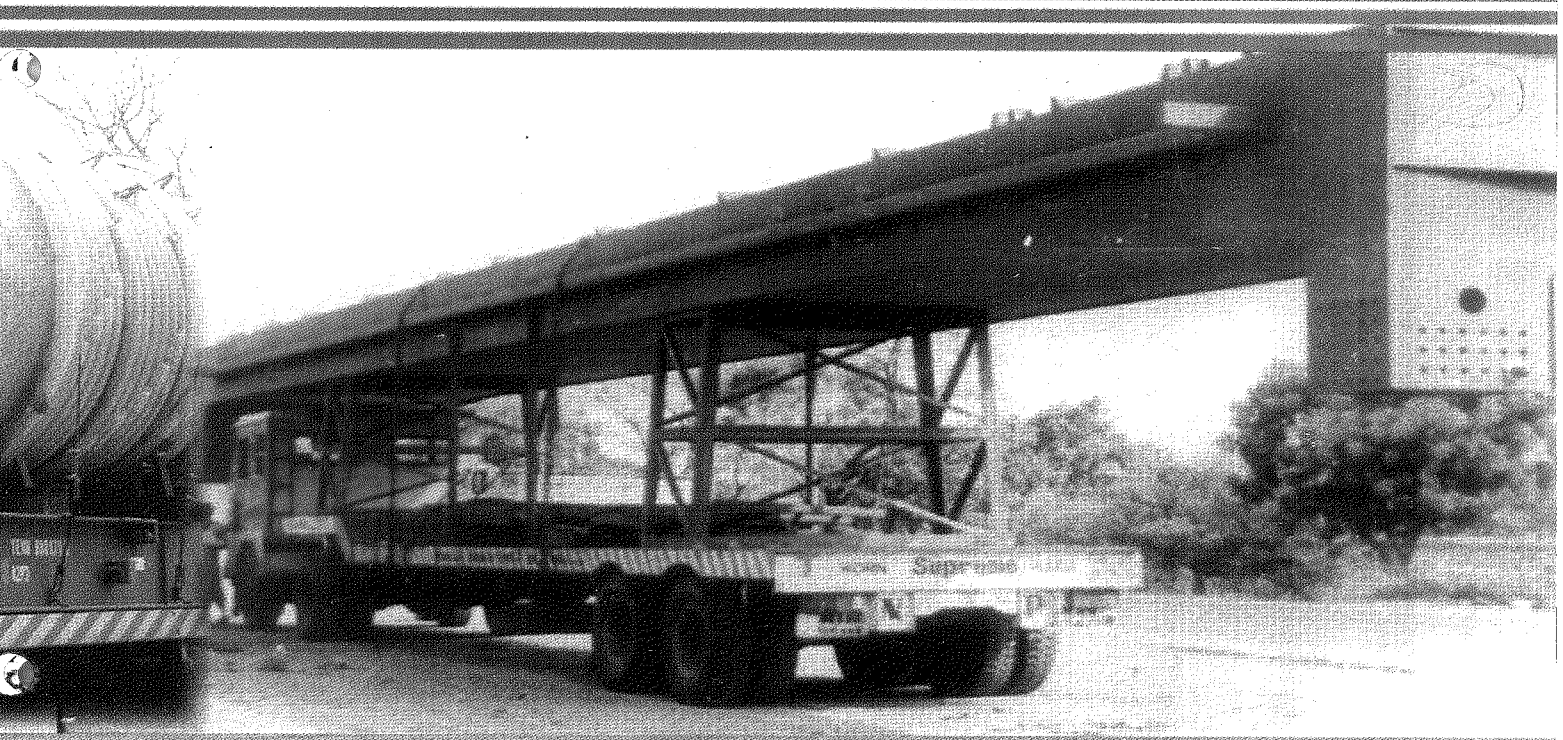
पंजाब नैशनल बैंक
punjab national bank

Supreme Transport Organisation Pvt Ltd
301 Vardhaman Chambers 127C Kalyan Street Mumbai 400009
T: +91 22 23731121 / 23741121 F: +91 22 23741595
info@supremetransport.org


Any Where.. We Carry With Care..
SUPREME
AMPICON
SUPREME TRAN
25 Years of Rich Experience

Supreme Transport Organisation





Supreme Transport Organisation

INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT

[Where the data of the Return of Income/Fringe Benefits in Form ITR-1, ITR-2, ITR-3, ITR-4, ITR-5, ITR-6 & ITR-8 transmitted electronically with digital signature]

Assessment Year 2009-10

PERSONAL INFORMATION AND THE DATE OF ELECTRONIC TRANSMISSION

Name			PAN
SUPREME TRANSPORT ORGANISATION			AAOFS9201M
Flat/Door/Block No	Name Of Premises/Building/Village		Form No. which has been electronically transmitted: ITR-5
40,			
Road/Street/Post Office	Area/Locality		
WAVIKAR LANE,	MALEGAON		Status (fill the code): FIRM
Town/City/District	State	Pin	
NASIK	MAHARASHTRA	423203	
Designation of AO(Ward/Circle)	ACIT		Original or Revised: Original
E-filing Acknowledgement Number	98133901300909		Date(DD/MM/YYYY): 30-09-2009

COMPUTATION OF INCOME AND TAX THEREON

1	Gross total income			1	2763045
2	Deductions under Chapter-VI-A			2	0
3	Total Income			3	2763045
3a	Current Year loss, if any			3a	0
4	Net tax payable			4	853782
5	Interest payable			5	0
6	Total tax and interest payable			6	853782
7	Taxes Paid	a Advance Tax	7a 0		
		b TDS	7b 2192108		
		c TCS	7c 0		
		d Self Assessment Tax	7e 0		
		e Total Taxes Paid (7a+7b+7c +7d)		7e	2192108
8	Tax Payable (6-7d)			8	0
9	Refund (7e-6)			9	1338326

COMPUTATION OF FRINGE BENEFITS AND TAX THEREON

10	Value of Fringe Benefits			10	367010
11	Total fringe benefit tax liability			11	124746
12	Total interest payable			12	12095
13	Total tax and interest payable			13	136841
14	Taxes Paid	a Advance Tax	14a 0		
		b Self Assessment Tax	14b 136841		
		c Total Taxes Paid (14a+14b)		14c	136841
15	Tax Payable (13-14c)			15	0
16	Refund			16	0

This return has been digitally signed by SUPREME TRANSPORT ORGANISA in the capacity of PARTNER having PAN AAOFS9201M from IP Address 59.183.59.200 on 30-09-2009 at MUMBAI

Dsc Sl no & issuer 5926763095687034721943885T=AP, EMAILADDRESS=admin@ncs-ca.tcs.co.in, L=Hyderabad, CN=Tata

AAOFS9201M98133901300909064C6655BC3ED63137A09C937317B1E1CAB41D266

Leave varied to Supersede previous endorsement on page 2! 4/6/07

RESIDENCE PERMIT UK1743780

NAME TIBREWAL, NATWARLAL

VALID UNTIL 04 JUN / JUIN 09

PLACE, DATE OF ISSUE WPUK Moorfoot, 04 JUN / JUIN 07

TYPE OF PERMIT Limited Leave to Remain

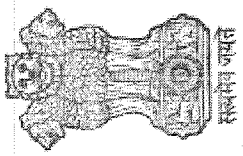
REMARKS

Limited leave to remain in the UK
No recourse to public funds.

03 JUN/JUIN 75
M
IND

VRGBRTIBREWAL<<NATWARLAL<<<<<<<<<<<<<

FQ933639<8IND7506039M0906043<<<<<<<<0



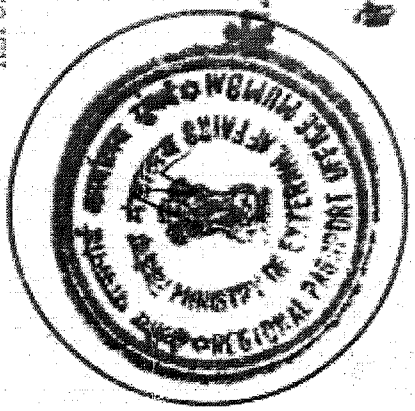
सत्यमेव जयते

इसके द्वारा, भारत गणराज्य के राष्ट्रपति के नाम पर, उन सब से जिनका इस बात से सरोकार हो, यह प्रार्थना एवं अपेक्षा की जाती है कि वे वाहक को बिना रोक-टोक, आजादी से आने-जाने दें, और उसे हर तरह की ऐसी सहायता और सुरक्षा प्रदान करें जिसकी उसे आवश्यकता हो।

THESE ARE TO REQUEST AND REQUIRE IN THE NAME OF THE PRESIDENT OF THE REPUBLIC OF INDIA ALL THOSE WHOM IT MAY CONCERN TO ALLOW THE BEARER TO PASS FREELY WITHOUT LET OR HINDRANCE, AND TO AFFORD HIM OR HER, EVERY ASSISTANCE AND PROTECTION OF WHICH HE OR SHE MAY STAND IN NEED.

भारत गणराज्य के राष्ट्रपति के आदेश से दिया गया
BY ORDER OF THE PRESIDENT OF THE REPUBLIC OF INDIA

श्री. एल. डिसोझा/F. L. D'SOUZA
अधिक्षक, क्षेत्रीय पासपोर्ट कार्यालय, मुंबई.
Superintendent, Regional Passport Office, Mumbai



भारत गणराज्य REPUBLIC OF INDIA

टाईप /Type: P
राष्ट्रीय कोड /Country Code: IND
पासपोर्ट सं. /Passport No.: F0933639

उपनाम /Surname
TIBREWAL

दिये गये नाम /Given Names
NATWARLAL

राष्ट्रीयता /Nationality: INDIAN
लिंग /Sex: M
जन्मतिथि /Date of Birth: 03/06/1975

जन्म स्थान /Place of Birth
JHUNJHUNU RAJASTHAN

जारी करने का स्थान /Place of Issue
MUMBAI

जारी करने की तिथि /Date of Issue: 24/09/2004
समाप्ति की तिथि /Date of Expiry: 23/09/2014

P<INDTIBREWAL<<NATWARLAL<<<<<<<<<<<<<<<<<<<<
F0933639<8IND7506039M1409231<<<<<<<<<<<<<<<8

पंजीकरण

विदेशों में रहने वाले भारतीय नागरिकों को सलाह दी जाती है कि वे अपने को निकटतम भारतीय मिशन / चौकी पर पंजीकृत करवा लें।

चेतावनी

यह पासपोर्ट भारत सरकार की सम्पत्ति है। पासपोर्ट अधिकारी से इस पासपोर्ट के संबंध में कोई सूचना मिलने पर जिसमें इसे सुपुर्द करना शामिल है, उसका तुरन्त अनुपालन किया जाए।

यह पासपोर्ट डाक द्वारा किसी भी देश से बाहर न भेजा जाए। यह पासपोर्ट धारक या उसके द्वारा प्राधिकृत व्यक्ति के कब्जे में ही होना चाहिए। इसमें किसी भी प्रकार के फेरबदल या विकृत नहीं किया जाना चाहिए।

पासपोर्ट गुम जाना, चोरी हो जाना, या नष्ट हो जाने पर उसकी रिपोर्ट तत्काल भारत में निकटतम पासपोर्ट अधिकारी को (तथा यदि धारक विदेश में हो) निकटतम भारतीय मिशन को और स्थानीय पुलिस को दी जानी चाहिए। निम्नांकित पूछताछ के पश्चात ही प्रतिपूरक पासपोर्ट जारी किया जाएगा।

REGISTRATION

INDIAN CITIZENS RESIDENT ABROAD ARE ADVISED TO REGISTER THEMSELVES AT THE NEAREST INDIAN MISSION / POST.

CAUTION

THIS PASSPORT IS THE PROPERTY OF THE GOVERNMENT OF INDIA. ANY COMMUNICATION RECEIVED BY HOLDER FROM THE PASSPORT AUTHORITY REGARDING THIS PASSPORT, INCLUDING DEMAND FOR ITS SURRENDER, SHOULD BE COMPLIED WITH IMMEDIATELY.

PASSPORT SHOULD NOT BE SENT OUT OF ANY COUNTRY BY POST. IT SHOULD BE IN THE CUSTODY EITHER OF THE HOLDER OR OF A PERSON AUTHORISED BY THE HOLDER. IT MUST NOT BE ALTERED OR MUTILATED IN ANY WAY.

LOSS, THEFT OR DESTRUCTION OF PASSPORTS SHOULD BE IMMEDIATELY REPORTED TO THE NEAREST PASSPORT AUTHORITY IN INDIA OR (IF THE HOLDER IS ABROAD) TO THE NEAREST INDIAN MISSION AND TO THE LOCAL POLICE. ONLY AFTER EXHAUSTIVE ENQUIRIES SHALL A REPLACEMENT PASSPORT BE ISSUED.

पिता का नाम/कानूनी अभिभावक /Name of Father/Legal Guardian
TIBREWAL RAMGOPAL

माता का नाम /Name of Mother
TIBREWAL PUSHPADEVI RAMGOPAL

पति या पत्नी का नाम /Name of Spouse

पता /Address
ASTER TOWER, A-201, 2ND FLR,
GOKULDHAM FILM CITY ROAD,
MALAD (E), MUMBAI 400097 (MS)

पुराने पासपोर्ट का नं. और इसके जारी होने का स्थान एवं तिथि /Old Passport No. with date and Place of issue
T043586 24/04/1995 JAIPUR

फाईल नं. /File No.
BOMA027953 - OLD PPT CLD & RETURNED

Leave varied to supersede previous endorsement on Page 21 4/6/07

RESIDENCE PERMIT UK1745780

NAME TIBREWAL, NATWARLAL

VALID UNTIL 04 JUN / JUIN 09

PLACE, DATE OF ISSUE WPUK Moorfoot, 04 JUN / JUIN 07

TYPE OF PERMIT Limited Leave to Remain

REMARKS

Limited leave to remain in the UK
No recourse to public funds.

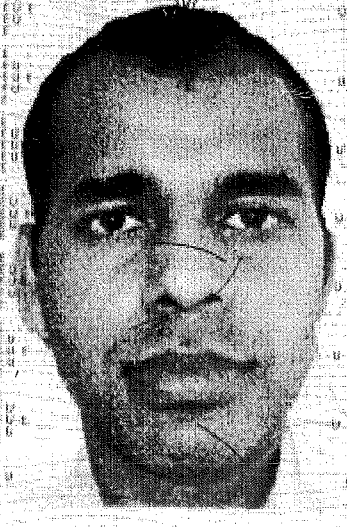
03 JUN/JUIN 75
M
IND

VRGBRTIBREWAL<<NATWARLAL<<<<<<<<<<<<

F0933639<8IND7506039M0906043<<<<<<<<0

RESIDENCE PERMIT

UK2971498



NAME Tibrewal, Natwarlal

VALID UNTIL 04 JUN/JUIN 12

PLACE, DATE OF ISSUE SHEFFIELD, 03 MAR/MARS 09

TYPE OF PERMIT Tier 1 (General) Migrant

REMARKS Limited leave to remain in the UK
No recourse to public funds.

03 JUN/JUIN 75
M
IND

VRGBRTIBREWAL<<NATWARLAL<<<<<<<<<<<<<
F0933639<8IND7506039M1206049<<<<<<<<

Your area reference
22

Your account number
751853102

Bill date
17 May 2010
This is not a tax invoice

8515 TBFM916A EQGM33 64000 B
Mr Natwarlal Tibrewal
4 Overdale Avenue
Leeds
LS17 8TE

Your services

Balance brought forward	£0.00
Service charges	£28.24
Telephone usage charges	£0.38
Amount due	**£28.62**

Includes VAT at the appropriate rate(s)

Thank you for paying your last bill.

This bill is for information only.

The 'Amount due' will be collected by Direct Debit on or just after 4 June 2010

Grab a free Nokia 6700 Slide on our exclusive £10 tariff, only for Virgin Media customers! 100 mins, 500 texts and unlimited calls to other Virgin mobiles included. **Call 0800 052 1132 now.** Legal stuff and fair use policy applies.

contact tel 08457 70 70 70
see reverse for call times
text phone 1800 108457 125 563
used by deaf or speech impaired customers
www.hsbc.co.uk

2775
Mr N L Tibrewal
4 Overdale Avenue
Alwoodley
Leeds
West Yorkshire
LS17 8TE

009578_075 1/ 4 00001 5383 2484 64000

Account Summary	
Opening Balance	5,883.19
Payments In	9,742.58
Payments Out	5,970.04
Closing Balance	9,655.73
Overdraft Limit	500.00

International Bank Account Number
GB31MIDL40271594198441

Branch Identifier Code
MIDLGB2105B

17 February to 16 March 2010

Account Name
Mr Natwarlal Tibrewal

Sortcode	Account Number	Sheet Number
40-27-15	94198441	55

Your Premier Bank Account details

Date		Payment type and details	Paid out	Paid in	Balance
16 Feb 10		**BALANCE BROUGHT FORWARD**			**5,883.19**
17 Feb 10	VIS	COSTCO UK LTD LEEDS	13.11		5,870.08
19 Feb 10	ATM	CASH CO-OP FEB19 COOP HIGH AS@08:17	20.00		5,850.08
23 Feb 10	VIS	COSTCO UK LTD LEEDS	11.18		5,838.90
26 Feb 10	ATM	CASH RB SCOT FEB26 ROYAL HALLAM@09:09	20.00		5,818.90
28 Feb 10	ATM	CASH CO-OP FEB28 COOP HIGH AS@08:44	80.00		5,738.90
02 Mar 10	DD	HOMESERV YKS WATER	2.54		
	ATM	CASH CO-OP MAR02 COOP HIGH AS@12:13	80.00		
	TFR	404314 01472070 INTERNET TRANSFER	3,000.00		
	BP	REMUS MANAGEMENT FAIH01120	29.66		2,626.70
03 Mar 10	VIS	COSTCO UK LTD LEEDS		129.93	
	VIS	COSTCO UK LTD LEEDS	142.28		
	TFR	404314 01472070 INTERNET TRANSFER	1,500.00		1,114.35
08 Mar 10	DD	HERITABLE BANK PLC	368.68		
	SO	TIBREWAL N *RSB PREF REGULAR SAVER	250.00		495.67
09 Mar 10	DD	HSBC LIFE UK LTD	21.35		
		BALANCE CARRIED FORWARD			**474.32**

Your Statement

HSBC PREMIER

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see reverse for call times
text phone 1800 108457 125 563
used by deaf or speech impaired customers
www.hsbc.co.uk

17 February to 16 March 2010

Account Name	Sortcode	Account Number	Sheet Number
Mr Natwarlal Tibrewal	40-27-15	94198441	56

Your Premier Bank Account details

Date		Payment type and details	Paid out	Paid in	Balance
		BALANCE BROUGHT FORWARD			**474.32**
	VIS	COSTCO UK LTD			
		LEEDS	9.52		464.80
11 Mar 10	VIS	WWW.DVLA.GOV.UK			
		VEHICLE LICEN	215.00		249.80
12 Mar 10	DD	HMRC - NI DD	9.60		
	VIS	COSTCO UK LTD			
		LEEDS	33.98		
	ATM	CASH RB SCOT MAR12			
		ROYAL HALLAM@09:12	20.00		186.22
15 Mar 10	CR	GENIX EASTPARK		9,612.65	9,798.87
16 Mar 10	DD	NPOWER	93.00		
	CHQ	100035	45.50		
	VIS	COSTCO UK LTD			
		LEEDS	4.64		9,655.73
16 Mar 10		**BALANCE CARRIED FORWARD**			**9,655.73**

Debit Interest Rates	balance	EAR variable
upto	500	0.00 %
over	500	11.90 %

Your Statement

HSBC PREMIER

97

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text phone 1800 108457 125 563
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www.hsbc.co.uk

2715
Mr N L Tibrewal
4 Overdale Avenue
Alwoodley
Leeds
West Yorkshire
LS17 8TE

044848_106 1/ 2 60001 7238 3144 64000

Account Summary	
Opening Balance	9,655.73
Payments In	18,463.84
Payments Out	17,904.80
Closing Balance	10,214.77
Overdraft Limit	500.00

International Bank Account Number
GB31MIDL40271594198441

Branch Identifier Code
MIDLGB2105B

17 March to 16 April 2010

Account Name
Mr Natwarlal Tibrewal

Sortcode	Account Number	Sheet Number
40-27-15	94198441	57

Your Premier Bank Account details

Date		Payment type and details	Paid out	Paid in	Balance
16 Mar 10		**BALANCE BROUGHT FORWARD**			**9,655.73**
17 Mar 10	VIS	HM REVENUE&CUSTOMS LONDON .	5,000.00		4,655.73
18 Mar 10	TFR	402715 84198468 INTERNET TRANSFER		7,400.00	
	TFR	404314 01472070 INTERNET TRANSFER	2,000.00		10,055.73
19 Mar 10	ATM	CASH RB SCOT MAR19 ROYAL HALLAM@08:38	20.00		10,035.73
20 Mar 10	TFR	404314 01472070 INTERNET TRANSFER	3,000.00		7,035.73
22 Mar 10	VIS	HM REVENUE&CUSTOMS LONDON .	5,000.00		2,035.73
23 Mar 10	VIS	CO-OP GROUP 000000 LEEDS	52.14		1,983.59
24 Mar 10	VIS	COSTCO UK LTD LEEDS	29.15		
	VIS	COSTCO UK LTD LEEDS	15.38		1,939.06
26 Mar 10	CR	J Manju RETURN LOAN		200.00	2,139.06
01 Apr 10	VIS	COSTCO UK LTD LEEDS	12.87		
	VIS	ROYAL TRAVEL LTD M'STER M13	1,900.00		226.19
06 Apr 10	DD	HOMESERV YKS WATER	2.54		
	VIS	COSTCO UK LTD LEEDS	13.08		210.57
		BALANCE CARRIED FORWARD			**210.57**

HSBC PREMIER

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text phone 1800 108457 125 563
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www.hsbc.co.uk

17 March to 16 April 2010

Account Name	Sortcode	Account Number	Sheet Number
Mr Natwarlal Tibrewal	40-27-15	94198441	58

Your Premier Bank Account details

Date		Payment type and details	Paid out	Paid in	Balance
		BALANCE BROUGHT FORWARD			**210.57**
08 Apr 10	DD	HERITABLE BANK PLC	368.68		
	SO	TIBREWAL N L*PRC			
		PREF REGULAR SAVER	250.00		
	VIS	COSTCO UK LTD			
		LEEDS	7.89		
	ATM	CASH NATWIDE APR08			
		DEWSBURY ROA@18:11	30.00		445.20 D
09 Apr 10	DD	HSBC LIFE UK LTD	21.35		
	ATM	CASH CO-OP APR09			
		COOP HIGH AS@10:33	80.00		546.55 D
10 Apr 10	TFR	404314 01472070			
		INTERNET TRANSFER		1,000.00	453.45
15 Apr 10	CR	GENIX EASTPARK		9,863.84	
	VIS	COSTCO UK LTD			
		LEEDS	9.52		10,307.77
16 Apr 10	DD	NPOWER	93.00		10,214.77
16 Apr 10		**BALANCE CARRIED FORWARD**			**10,214.77**

Debit Interest Rates	balance	EAR variable
upto	500	0.00 %
over	500	11.90 %

Your Statement

HSBC PREMIER

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see reverse for call times
text phone 1800 108457 125 563
used by deaf or speech impaired customers
www.hsbc.co.uk

2715
Mr N L Tibrewal
4 Overdale Avenue
Alwoodley
Leeds
West Yorkshire
LS17 8TE

077180_136 1/ 2 00001 5275 2440 64000

Account Summary	
Opening Balance	10,214.77
Payments In	11,963.87
Payments Out	14,632.23
Closing Balance	7,546.41
Overdraft Limit	500.00

17 April to 16 May 2010

Account Name
Mr Natwarlal Tibrewal

International Bank Account Number
GB31MIDL40271594198441

Branch Identifier Code
MIDLGB2105B

Sortcode	Account Number	Sheet Number
40-27-15	94198441	59

Your Premier Bank Account details

Date	Payment type and details		Paid out	Paid in	Balance
16 Apr 10		BALANCE BROUGHT FORWARD			10,214.77
18 Apr 10	TFR	404314 01472070 INTERNET TRANSFER	3,000.00		7,214.77
19 Apr 10	VIS	COSTCO UK LTD LEEDS	116.26		
	VIS	HM REVENUE&CUSTOMS LONDON .	5,000.00		2,098.51
21 Apr 10	DD	HMRC - NI DD	12.00		2,086.51
22 Apr 10	ATM	CASH CO-OP APR22 COOP HIGH AS@20:16	500.00		1,586.51
23 Apr 10	VIS	COSTCO UK LTD LEEDS	11.37		1,575.14
26 Apr 10	DD	DE LAGE LANDEN FIRST PAYMENT	164.47		1,410.67
30 Apr 10	VIS	COSTCO UK LTD LEEDS	8.08		1,402.59
04 May 10	VIS	IKEA LEEDS 261	2.95		1,399.64
05 May 10	DD	HOMESERV YKS WATER	2.54		1,397.10
07 May 10	VIS	COSTCO UK LTD LEEDS	32.85		
	VIS	COSTCO UK LTD LEEDS	17.20		1,347.05
10 May 10	DD	HSBC LIFE UK LTD	21.35		
	DD	HERITABLE BANK PLC	368.68		
	SO	TIBREWAL N L*PRC PREF REGULAR SAVER	250.00		
		BALANCE CARRIED FORWARD			707.02

Your Statement

HSBC PREMIER

100

contact tel 08457 70 70 70
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text phone 1800 108457 125 563
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17 April to 16 May 2010

Account Name	Sortcode	Account Number	Sheet Number
Mr Natwarlal Tibrewal	40-27-15	94198441	69

Your Premier Bank Account details

Date	Payment type and details		Paid out	Paid in	Balance
		BALANCE BROUGHT FORWARD			**707.02**
	VIS	COSTCO UK LTD			
		LEEDS	64.60		642.42
14 May 10	CR	GENIX EASTPARK		11,963.97	
	DD	HMRC - NI DD	9.60		
	VIS	COSTCO UK LTD			
		LEEDS	30.28		12,566.41
16 May 10	ATM	CASH RB SCOT MAY16			
		TESCO LEEDS @16.07	20.00		
	TFR	404314 01472070			
		INTERNET TRANSFER	5,000.00		7,546.41
16 May 10		**BALANCE CARRIED FORWARD**			**7,546.41**

Credit Interest Rates	balance	AER variable
Credit interest		0.00 %

Debit Interest Rates		balance	EAR variable
	upto	500	0.00 %
	over	500	11.90 %

101

To,

8th June,'10

The British High Commission,

Mumbai,India.

Re: Visitor visa for my sister, brother in law and nephew

Dear Sir/Ma'm,

I want to invite my sister and brother in law to stay with my family for a week on their way to USA. I also want to invite my nephew to stay with us for a week and join in for a family holiday. I am going to sponsor their food and stay in UK and they are going to stay with us throughout.

Their details are as follows:

Kamal Nagarmal Agarwal born on 25/12/65 passport no. E4486396

Sangita Kamal Agarwal born on 10/02/70 passport no. E3179730

Akash Kamal Agarwal born on 25/07/70 passport no. G6245774

I would be highly grateful to you if you could please issue them a visitor visa.

Thanking you in anticipation.

Regards

Natwarlal Tibrewal

Passport no.F0933639

4 Overdale Avenue,

Alwoodley

Leeds, LS17 8TE.

S M 654

अनुक्रमांक
WA No. 110096

कौटुंबिक पुरवठापत्रिका/शिधापत्रिका
शिधावाटप क्षेत्र/ 263 जिल्हा

अर्ज क्रमांक 49 6499
नागरिकत्व भारतीय
कोड क्रमांक ब 2/E&U
6-2-02

कुटुंब प्रमुखाचे नाव कमलकुमार नागरमल अग्रवाल
वय 36 वर्षे संपूर्ण पत्ता 702, दलाल बिल्डिंग, मिस्त्री कॉम्प्लेक्स
जे. बी. नगर, अंधेरी (पूर्व), मुंबई - 400 059

अर्जात नमूद केलेले कुटुंबाचे एकत्रित वार्षिक उत्पन्न रु. 2,00,000/-
गॅस वापरत असल्यास नोंदणीकृत ग्राहकाचे नाव
ग्राहक क्रमांक / मिटर क्रमांक ..... सिलिंडर एक / दोन
गॅस वितरकाचे नाव व ठिकाण

कुटुंब प्रमुखाची सही किंवा डाव्या हाताच्या आंगठ्याचा ठसा Kamal Agrawal

युनिटांची संख्या			निरीक्षक / शिधावाटप अधिकाऱ्याची सही
प्रौढ	मुले	युनिटे	
4	—	8	11-2-02

पुरवठापत्रिका / शिधापत्रिका दिल्याची तारीख 11-2-02

निरीक्षक / पुरवठा अधिकाऱ्याची सही

जिल्हाधिकारी .....
नियंत्रक, शिधावाटप, मुंबई.
महाराष्ट्राचे राज्यपाल यांचे आदेशानुसार
व नावाने,

सचिव,
अन्न, नागरी पुरवठा व ग्राहक संरक्षण विभाग,
महाराष्ट्र शासन.

जुना पुरवठा / शिधापत्रिका क्रमांक ..... दिनांक .....
गस्तभाव / अ. शि. दुकान क्रमांक ..... संदर्भ क्रमांक .....

पुरवठापत्रिकेत / शिधापत्रिकेत समाविष्ट असलेली नावे

अनु-क्रमांक	नाव	वय	कुटुंब प्रमुखाशी नाते	निरीक्षक / शिधावाटप अधिकाऱ्याची सही
1)	कमलकुमार	36	स्वत:	11-2-02
2)	संगीतादेवी	32	पत्नी	
3)	अमितकुमार	14	मुलगा	
4)	आकाशकुमार	12	मुलगा	

शुल्क.---मूळ पत्रिकेस पाच रुपये, दुय्यम पत्रिकेस दहा रुपये.

पंचनामा दिनांक १४/०५/२०२४

पंच १) श्री आनंद इंद्रदेव शुक्ला, वय ३७ वर्षे,व्यवसाय:- अकाउंटंट, रा. ठी. रुम न.३७,विकास नगर ,बेहराम बाग जोगेश्वरी(पुर्व),मुंबई- ४००१०२, मोक्र ९९८७९३०६९०.

पंच २) श्री विकास ब्रिजनंदन चौधरी , वय २८ वर्षे,व्यवसाय:-सिक्युरिटी गार्ा,रा ठि- इंद्रा नगर,मरोळ पाइपलाईन , मुंबई ४०००५९, मोक्र९३७२८१९७५९.

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आम्हा वरील पंचास आज दिनांक १४/०५/२०२४ रोजी १६:१५ वाजता आर्थिक गुन्हे शाखा, मुंबई येथे नेमणुकीस असलेले स.पो.नि.स्वप्ना वाघमारे यांनी ५ बी अक्षय मित्तल इंडस्ट्रीयल इस्टेट,अंधेरी पूर्व ४०००५९ येथे बोलावुन उपस्थित असलेल्या स.फौ.येरुणकर,पो.शि.क्र ०७३८६०/पांडव म.पोलीस.शि.क्र.०९०१४२५/डेरे या पोलीस पथकाची ओळख करुन दिली. आम्हा पंचाना आ.गु.वि. गु.रक्र३२/२०२४ कलम ४०९,४२०,४६७,४६८,४७१,३४ भांदवि या गुन्हयाची थोडक्यात हकीकत समजावुन सांगितली असुन आरोपी नामे अमित कमल अग्रवाल हा सदर गुन्हयातील आरोपी असल्याचे सांगितले.तसेच सदर ठिकाणी रिझोल्युशन प्रोफेशनल(RP)चे प्रतिनिधी बालाजी सुमन चिमोटे,वय-२९ वर्षे, राठि-६१०,सेक्टर ३०,वाशी,नवीमुंबई ४००७०३ हे हजर असून त्यांनी सदर ऑफिसचा पंचनामा करण्याकरिता सहमती पत्र दिल्याने सदरवेळी सपोनि वाघमारे यांनी आरोपी नामे अमित कमल अग्रवाल याच्या सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि या कंपनीचे ५ बी अक्षय मित्तल इंडस्ट्रीयल इस्टेट,अंधेरी पूर्व ४०००५९ येथील या पत्त्यावरील ऑफिस क्रमांक बी ३२ व बी ३४ ची झडती घ्यावयाची असुन त्याबातचा झडती पंचनामा करावयाची विनंती केल्यावरुन सदरच्या ऑफिसचा झडती पंचनामा करण्यात आला तो पुढील प्रमाणे

आम्ही पंच, पोलीस पथक,आरपीचे(RP) चे प्रतिनिधी व नमुद आरोपी नामे अमित कमल अग्रवाल असे बी ३४, ५ बी अक्षय मित्तल इंडस्ट्रीयल इस्टेट,अंधेरी पूर्व ४०००५९. येथे बाहेर आलो असता ऑफिसचे लोखंडी शटर टाळे मारुन सिलबंद होते. आयआरपी चे बालाजी सुमन चिमोटे यांनी सदर ऑफिसचे सिल काढून लोखंडी शटर उघडले असता पुर्वभिमुख ७ बाय ५ फुटाचा चा काचेचा दरवाजा असून आतमध्ये प्रवेश केला असता दक्षिण बाजूस ६ बाय ८ फुटाच्या तीन केबिन व १० बाय १० फुटा ची एक अशा चार केबिन दिसून येत आहेत.तसेच उत्तरेस बाजुस ८ बाय ३० फुटाचा हॉल दिसत असून सदर हॉलमध्ये ४ बाय २ फुट,२ बाय ५ फुट,२ बाय ४ फुट,२ बाय ६ फुट,२ बाय ५ फुट असे लाकडी टेबल दिसून येत असून त्यावर जुने बॅकेचे रेकॉर्ड असलेल्या काही फाईल्स अस्थाव्यस्त पडलेल्या दिसत आहेत.त्या लगत २ बाय ५ फुटाचे किचन आहे.सदर किचनच्या लगत वॉश बेसिन आहे. पश्चिमेस ३ बाय ६ फुटाचे बाथरुम असून त्याचे लगत बाहेर जाण्याकरिता ६ बाय ४ फुट चा लाकडी दरवाजा दिसून आला..तसेच बेसिन समोरील दक्षिण बाजूस पोटमाळयावर जाण्याकरिता लोखंडी जिना

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असून २० बाय २२ फुट चा पोटमाळा दिसत आहे.सदर ठिकाणाची गुन्हयाच्या अनुषंगाने पहाणी केली असता गुन्हयाच्या संबंधित कोणतीही कागदपत्रे मिळून आली नाही.त्या अनुषंगाने आरोपीताकडे अधिक चौकशी केली असता सदर ऑफिस क्र बी ३४ चे डागडुजीचे कामकाज चालू असल्याने सर्व कागदपत्रे ऑफिस क्र बी ३२ मध्ये ठेवण्यात आली असल्याने ऑफिस क्र बी ३४ मधून कोणतेही कागदपत्रे ताब्यात घेण्यात आलली नाहीत.तरी आम्हा पंचासमक्ष पोलीसांनी ऑफिस क्रमांक बी ३४, ५ बी अक्षय मित्तल इंडस्ट्रीयल इस्टेट,अंधेरी पूर्व ४०००५९ येथील पंचनामा १६ :२० वाजता सुरू करून १७:३५ वाजता संपविण्यात आला.त्यानंतर पुन्हा आरपी (RP) चे प्रतिनिधी बालाजी सुमन चिमोटे यांनी ऑफिस क्र बी ३४ हे ऑफिस टाळा मारून सिलबंद केले.

त्यानंतर आम्ही पंच, पोलीस पथक, आरपीचे (Resolution Professional) प्रतिनिधी व नमुद आरोपी नामे अमित कमल अगरवाल असे बी ३२,५ बी अक्षय मित्तल इंडस्ट्रीयल इस्टेट, अंधेरी पूर्व ४०००५९. येथे बाहेर आलो असता ऑफिसचे लोखंडी शटर टाळे मारून सिलबंद होते. आरपी (Resolution Professional) चे बालाजी सुमन चिमोटे यांनी सदर ऑफिसचे सिल काढून लोखंडी शटर उघडले असता पुर्वभिमुख ७ बाय ५ फुट चा काचेचा दरवाजा असून आतमध्ये प्रवेश केला असता पुर्वेस भिंती लगत ३२ इंचाचा व्हिडीओकॉन चा टी व्ही असून भिंतीवर संगिता एव्हिऐशन प्रायव्हेट.लिमिटेड असे नाव लिहिलेले जगाच्या नकाशाचे स्टिकर लावलेले आहे.तसेच स्टिकरच्या वरील बाजूस हिताची कंपनीचा ए.सी लावलेला दिसून येत आहे,तसेच पूर्वेकडील बाजूस कॅनन कंपनीचे झेरॉक्स मशीन दिसत आहे.तसेच पूर्व दक्षिण भिंती लगत लाकडी टेबल असून त्यावर सुप्रिम ट्रान्सपोर्ट ऑर्गनायझोशन प्रायव्हेट.लिमिटेड, कंपनी व संगिता एव्हिऐशन सर्व्हिसेस प्रायव्हेट.लिमिटेड, कंपनीचे वेगवेगळे स्टॅम्प दिसून येत आहे. दक्षिणेस काचेच्या पार्टिशन केलेल्या दोन केबिन दिसत असून त्यापैकी एक ६ बाय ११ फूटाची ची केबिन असून त्यात आत मध्ये प्रवेश करण्याकरिता ४ बाय ६ फुटाचा दरवाजा दिसत आहे.तसेच सदर केबिनमध्ये प्रवेश केला असता ८ बाय ३ फुटाचा टेबल असून अस्थाव्यस्त कागदपत्रे पडलेली दिसून येत आहेत.तसेच सदर केबिनमध्ये एकूण ७ व्हिल चेअर आहेत. केबिनच्या पुर्वभिमुख काचेच्या फ्रेमवर ४३ इंचाचा पॅनासोनिक कंपनीचा टिव्ही , तसेच दक्षिणेस वरील बाजूस हिताची कंपनीचा ए.सी , उत्तर बाजूस २.५ बाय २.५ फूटाचे लाकडी सोफे दिसत आहेत. त्यानंतर सदर केबिन लगत दक्षिण बाजूस दूसरी ६ बाय ११ फुटाची काचेचे पार्टिशन केलेली केबीन दिसत असून सदर केबिन मध्ये प्रवेश करण्याकरिता उत्तरभिमुख ४ बाय ६ फुटाचा काचेचा दरवाजा असल्याचे दिसून येत आहे. सदर केबिनच्या आत प्रवेश केला असता दक्षिण बाजूस २.५ बाय ५ फुटाचा लाकडी सोफा असल्याचे दिसत आहे.दक्षिण भिंती लगत १ बाय ५.५ फुटाचे दोन लाकडी कपाट दिसत आहे.सदर कपाटा वरती काचेचे विमानाचे स्टॅच्यू व शो पिस असून वर हिताची कंपनीचे २ ए.सी लावलेले दिसत आहे. तसेच उत्तरभिमुख २ बाय ५ फुटाचा काचेचा टेबल व २.५ बाय ५ फुटाचा लाकडी सोफा असल्याचे दिसत आहे. पश्चिम भिंतीवर ४२ इंचाचा पॅनासोनिक कंपनीचा टिव्ही लावलेला दिसत आहे. तसेच ०२ बाय ०२ फुटाची काचेची खिडकी दिसत आहे. सदर केबिनमध्ये ३ बाय ६ फुटाचे दोन लाकडी

टेबल एल शेपमध्ये ठेवलेले दिसून येत आहे.सदर टेबलवर कागदपत्रे अस्थाव्यस्त पडलेली दिसून येत आहे.

सदर केबिन व उत्तरील बाजूच्या मध्ये ८ बाय ३० फुटाची जागा दिसत आहे.सदर हॉलमध्ये ६ लाकडी टेबल दिसत असून ६ बाय ५ फुटाचे ४ कम्पार्टमेंट दिसत आहे.सदर टेबलावर सुप्रिम ट्रान्सपोर्ट कंपनीचे कोटक बॅक,आयसीआयसीआय,एचडीएफसी,ॲक्सिस,ओरिएंन्टल बॅकेचे रिकामे चेक बुक अस्थाव्यस्त पडलेले दिसत आहे.तसेच एअरपोर्ट डेव्हल्पमेंट शी संबंधित कागदपत्रे दिसून आली.सदर हॉलच्या दक्षिण व पश्चिम बाजू लगत ६ बाय ४ फुटाचे बाथरूम असून त्यालगत पश्चिमेस ४ बाय ६ फुटाचा दरवाजा असल्याचे दिसून येत आहे. बाथरूमच्या समोरील दक्षिण बाजूस पोटमाळ्यावर जाण्याकरिता लोखंडी जिना असून २५ बाय १८ फुटाचा चा पोटमाळा दिसत असून सदर पोटमाळ्यावर सुप्रिम ट्रेलर सर्व्हिस या कंपनीची बिल बुक व इतर कागदपत्रे दिसून येत आहे.तसेच संगिता ऑवियेशन सर्व्हिसेस प्रा.लि ची कागदपत्रे दिसून येत आहेत.

सदर ठिकाणाची गुन्ह्याच्या अनुषंगाने पहाणी केली असता गुन्ह्याच्या संबंधित कोणतीही कागदपत्रे मिळून आली नाहीत.ऑफिस क बी ३२ मधून कोणतेही कागदपत्रे ताब्यात घेण्यात आलेली नाहीत.तरी आम्हा पंचासमक्ष पोलीसांनी ऑफिसचा पंचनामा १७ :४५ वाजता सुरु करुन १९:२५ वाजता संपविण्यात आला.त्यानंतर पुन्हा आरपी चे प्रतिनिधी बालाजी सुमन चिमोटे यांनी ऑफिस क बी ३२ हे ऑफिस आम्हा पंचासमक्ष टाळा मारुन सिलबंद केले.

पंचनामा दरम्यान आम्ही पंच,उपस्थित आरोपी तसेच आर पी चे अधिकृत प्रतिनिधी यांनी कोणतेही गैरवर्तन वा धार्मिक भावना दुखावणारे असे वर्तन वा अस्तव्यस्थपणा केला नाही. तसेच त्यांना त्यांच्या विनंतीनुसार आवश्यक कामकाज करण्याची मुभा देण्यात आली.

पंचनामा हा आम्हा पंचाच्या सांगण्याप्रमाणे लॅपटॉपवर टाईप केला असुन तो दिसत्या परिस्थितीप्रमाणे बरोबर आहे. पंचनामा हा मराठीत करण्यात आला असुन तो आम्हा पंचाना समजावुन सांगितला असुन तो खरा व बरोबर आहे.

सदरचा पंचनामा हा सदर ऑफिसमधील उपलब्ध असलेल्या ट्युबलाईटच्या पुरेश्या प्रकाशात लॅपटॉपवर टंकलीखीत करण्यात आला असुन त्याची सदरच्या इमारतीच्या जवळ असलेल्या परेश स्टेशनरी या झेरॉक्सच्या दुकानात प्रिंन्टआउट घेण्यात आली आहे. सदरचा पंचनामा दिनांक १४/०५/२०२४ रोजी १६:१५ वा. सुरु करुन १९:२५ वा.संपविण्यात आला.

समक्ष,

(स्वप्ना वाघमारे),
सहा.पोलीस निरीक्षक,
कक्ष-७,(शेअर्स)
आर्थिक गुन्हे शाखा,मुंबई.

पंच १)

पंच २)

PATIL Date: 2025.05.19 16:34:30 +0530

Darshan

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

WRIT PETITION NO. 36 OF 2025

M/s Shorelight Limited (United Kingdom) and Ors. ...Petitioners

Versus

The State of Maharashtra and Anr. ...Respondents

Mr Rohit Lalwani, i/b P B Upadhyay, for the Petitioners.
Mr Rishi Sood, a/w Adv Manish G S Varma i/b MGV and Associates, for the Respondent No.2.
Ms Poonam Bhosale, APP for the Respondent-State.
PI Sachin Suryavanshi, EOW, Mumbai, Unit-10 is present.

CORAM: KAMAL KHATA AND
ARIF S. DOCTOR, JJ.
(VACATION COURT)
DATED: 16th May 2025

PC:-

1. The Petitioners seek partial quashing of the FIR dated 08th May 2024 against the Accused Nos. 5, 6 and 7 i.e. Mr Natwarlal Tibrewal, Mrs Lata Tibrewal and M/s Shorelight Limited respectively referred to at page No.26 of the Petition.

2. The consent terms dated 07th April 2025 are taken on record and marked as "X" for identification.

3. Learned counsel for the Petitioners submit that by a consent terms dated 07th April 2025 the Petitioners as well as Respondent No.2 herein have executed consent terms

whereby the partial payment recorded in clause 1.2 of the consent terms was already paid, and the balance payment recorded in clause 1.4 of the consent terms would be paid within 15 days from the date of this order.

4. Learned APP, on the instructions of PI Sachin Suryavanshi, EOW, Mumbai, Unit-10, states that they have no objection to partially quash the FIR.

5. We are accepting the statement of the learned APP, and today we find that there is no legal impediment in partially quashing of the FIR.

6. In view of the said statement and the consent terms dated 07th April 2025, the FIR dated 08th May 2024 stands partially quashed.

7. All parties to act on an authenticated copy of this order.

(ARIF S. DOCTOR, J)

(KAMAL KHATA, J)

CONSENT TERMS AGREEMENT

This Consent Terms Agreement ("Agreement") is made and entered into on this 7th day of April, 2025, by and between:

1. **M/s. Shorelight Limited**, a company incorporated under the laws of England, having its registered office at Chester House, Lloyd Drive, Ellesmere Port, England CH65 9HQ, represented by its Directors, Mr. Natwarlal Tibrewal and Mrs. Lata Tibrewal (hereinafter referred to as "Shorelight Limited/First Party");
2. **Mr. Natwarlal Tibrewal**, Director of Shorelight Limited, residing at 8 Sandmoor Drive, Leeds, LS17 7DG, United Kingdom (hereinafter referred to as "Mr. Tibrewal/Second Party");
3. **Mrs. Lata Tibrewal**, Director of Shorelight Limited, residing at 8 Sandmoor Drive, Leeds, LS17 7DG, United Kingdom (hereinafter referred to as "Mrs. Tibrewal/Third Party");

And

4. **Trek Air B.V.**, a company incorporated under the laws of the Netherlands, having its registered office at Beech Avenue 54, 1119 PW Schiphol Rijk, Netherlands, represented by Mr. Michiel Kneefel, being its proprietor acting through its Power of Attorney Holder namely Sh. Vikas Shukla (hereinafter referred to as "Trek Air/ Fourth Party").

Shorelight Limited, Mr. Tibrewal, and Mrs. Tibrewal shall hereinafter collectively be referred to as the "Tibrewal Group."

WHEREAS:

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A. Whereas An agreement dated July 20, 2022 was executed between M/s. Supreme Transport Organisation Pvt. Ltd. acting through its Director Ammeet Kamal Agrawal and Trek Air/Fourth Party for the purchase of an Aircraft being Cessna Grand Caravan C-208B VT-UDN for the total purchase Price of USD $5,50,000/- & an initial amount of USD $60,000/- was transferred in the Bank account of Supreme Transport Organisation Private Limited.

B. Whereas On February 7, 2023 in pursuance to the amended Aircraft purchase Agreement dated February 7, 2023 & upon Instructions received from Ammeet Kamal Agrawal an amount of $490,000 (Four Hundred Ninety Thousand U.S. Dollars), was remitted to the Bank accounts of Shorelight Limited managed and operated by Mr. Natwarlal Tibrewal, Mrs Lata Tibrewal towards the Balance Sale consideration towards purchase of the Aircraft by Powell Aircraft Title Service, i.e. Escrow Agent of Trek Air, in connection with a proposed purchase of an aircraft bearing registration number VT-UDN from M/s. Supreme Transport Organisation Pvt. Ltd., Mumbai, India.

C. Whereas The Aircraft was never delivered by M/s. Supreme Transport Organisation Pvt. Ltd to Trek Air for which entire Purchase consideration of USD 5,50,000/- was already received by it owing to which a FIR No. 464 of 2024 dated 8th May 2024 was registered by the First Party acting through its Power of Attorney Holder with

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Economic Offences Wing, Mumbai (EOW CR No. 32 of 2024) under Sections 406, 409, 477A, 420 & 34 IPC was registered against M/s. Supreme Transport Organisation Pvt. Ltd., its Directors (Mr. Ammeet Kamal Agarwal, Mr. Kamal Nagarmal Agarwal, and Mr. Akkash Kamal Agarwal), & Shorelight Limited, Mr. Tibrewal, and Mrs. Tibrewal being the beneficiaries of the remittance.

D. Whereas The Tibrewal Group had approached the first Party and apprised that they were unaware of the aircraft purchase agreement dated July 20, 2022 and amendment agreement dated February 7, 2023 executed between M/s. Supreme Transport Organisation Pvt. Ltd. and Trek Air & the fact that they were misled by Mr. Ammeet Agarwal, a close relative of Tibrewal Group, who represented the funds as his own, without disclosing the nature of the Transaction. The Tibrewal Group had also issued a legal notice to Mr. Ammeet Kamal Agarwal on October 17, 2024, demanding resolution of the matter.

E. Whereas The Tibrewal group confirm that they were unaware of the illegitimacy of the funds and were misled by Mr. Ammeet Agarwal. They hereby affirm and confirm that they were not complicit in any fraudulent activities perpetrated by their relatives Mr. Ammeet Agarwal, Mr. Kamal Agarwal, and Mr. Akkash Agarwal of Supreme Transport Organisation Pvt. Ltd. against Mr. Michiel Kneefel of Trek Air, as evidenced by the Aircraft Purchase Agreement dated 20th July

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2022 and the Amendment Agreement dated 7th February 2023 & were unaware of any aircraft purchase deal, and had no prior knowledge of the alleged fraud being perpetuated by Ammeet K. Agrawal and his family members and was not involved in any wrongdoing.

F. Whereas The Tibrewal Group have filed Criminal Writ Petition (L) No. 26632 of 2024 before the Honourable Bombay High Court seeking to quash FIR No. 464 of 2024 dated 8th May 2024 registered with EOW which is pending before the Hon'ble High Court.

G. Whereas The Tibrewal group has now approached the First Party and have expressed their willingness to return the sum of $490,000 (Four Hundred Ninety Thousand U.S. Dollars) received by it to Trek Air in settlement of all their claims. Trek Air, through its proprietor Mr. Michiel Kneefel, has agreed to accept an amount of USD 490,000 and has further agreed to render all cooperation to the Tibrewal Group.

H. Whereas the parties now desire to settle and resolve all their disputes, differences, actions or claims which have been or could have been asserted between them.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. CONSENT TERMS

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The parties hereby agree to the following terms and conditions:

1.1. Execution of Agreement: This Agreement shall be duly executed by all parties, In case of the First Party the Agreement would be signed by Power of Attorney Holder Mr. Vikas Shukla and the signed Agreement shall be filed before the Hon'ble Bombay High Court as part of the proceedings in Criminal Writ Petition (L) No. 26632 of 2024.

1.2. Partial Payment: Within three (3) days of the execution of this Agreement, Shorelight Limited shall transfer a sum of $100,000 US Dollars (One Hundred Thousand U.S.Dollars) to Powell Aircraft Title Service (in the below mentioned bank account), the Escrow Agent of Trek Air, as partial repayment of the total amount of $490,000 US Dollars (Four Hundred Ninety Thousand U.S. Dollars). The Escrow Agent shall be duly informed via email by either of parties to the agreement, with copies marked to all related parties and their respective Counsels representing them in Hon'ble High Court of Judicature at Bombay. Additionally, the Escrow Agent shall confirm in writing that if the Hon'ble Bombay High Court does not explicitly affirms to the transfer of funds by the Tibrewal Group to the Trek Air in accordance with these consent terms, the partial payment of USD 100,000 (One Hundred Thousand US Dollars) made to the Trek Air shall be reversed and returned to Shorelight Ltd. within 5 days from the date of order or as otherwise confirmed in writing by Shorelight Ltd.

1.3. Filing of Consent Terms: Upon receipt of the partial payment of $100,000 US Dollars (One Hundred Thousand U.S. Dollars), Trek Air shall cooperate with the Tibrewal Group, in filing of the signed Consent Terms

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Agreement before the Hon'ble Bombay High Court, along with a request for the partial quashing of FIR No. 464 of 2024 (EOW CR No. 32 of 2024) insofar as it pertains to the Tibrewal Group. It is however made clear that the FIR would continue against M/s. Supreme Transport Organisation Pvt. Ltd., its Directors (Mr. Ammeet Kamal Agarwal, Mr. Kamal Nagarmal Agarwal, and Mr. Akkash Kamal Agarwal.

1.4. Balance Payment: Upon receipt of the order qua the Partial Quashing of the FIR, by the Hon'ble Bombay High Court qua the Tibrewal Group, the Tibrewal Group, shall transfer the remaining balance (in the below mentioned bank account) of $390,000 US Dollars (Three Hundred Ninety Thousand U.S. Dollars) to Powell Aircraft Title Service within fifteen (15) working days from the date of the court's order provided the Banks are operational at the U.K. and the U.S.A. Upon receipt of the balance payment of USD 390,000 (Three Hundred Ninety Thousand US Dollars) within the stipulated time, which constitutes full and final settlement of Trek Air's claims against the Tibrewal Group, Trek Air confirms that once the FIR is quashed, it shall not file any other complaint or FIR qua the same transaction under any circumstances. Trek Air further covenants and undertakes to issue formal notifications to all concerned law enforcement agencies in India, the United Kingdom, and any other relevant jurisdiction, with a copy furnished to the Tibrewal Group, expressly confirming: (i) the withdrawal of all complaints filed against the Tibrewal Group pursuant to the settlement encapsulated in this Consent Terms Agreement; and (ii) the absence of any involvement by the Tibrewal Group in fraudulent, unlawful, or otherwise nefarious activities in connection with the aforementioned

dispute. Furthermore, Trek Air shall, upon the Tibrewal Group's written request, promptly provide written communication to any additional authority, regulatory body, or entity affirming the Tibrewal Group's non-involvement in any alleged misconduct related to the dispute.

1.5. Failure to Pay Balance: In the event, Tibrewal Group, fails to remit the balance of $390,000 (Three Hundred Ninety Thousand U.S. Dollars) within the stipulated Fifteen (15) working day period from the date of the court's order provided the Banks are operational at the U.K. and the U.S.A., this Agreement shall be terminated , and any amount received hereunder shall be Forfeited. Upon happening of such an event:

- Th First Party would make an application before the Hon'ble High Court seeking recall of the order of quashing of the FIR No. 464, PS EOW qua the Tibrewal Group.
- The First Party would further be entitled to initiate Contempt proceedings against the Tibrewal Group
- Trek Air shall be also entitled to initiate separate legal proceedings, including but not limited to filing of cases before across different jurisdictions,.

2. NO OBJECTION TO CLAIMS AGAINST OTHER PARTIES

The Tibrewal Group hereby confirm that they have no objection to Trek Air pursuing any other claims for interest, expenses, or other monies from M/s. Supreme Transport Organisation Pvt. Ltd., Mr. Ammeet Kamal Agarwal, Mr. Kamal Nagarmal Agarwal, and Mr. Akkash Kamal Agarwal. The FIR No. 464

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of 2024 (EOW CR No. 32 of 2024) shall continue against the said parties, and the Tibrewal Group shall not raise any objection to such proceedings at any point of time. Also, Trek Air confirms while pursuing its claim, it would not involve the Tibrewal Group in any future litigation.

3. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.

4. MISCELLANEOUS

4.1. Entire Agreement: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or representations.

4.2. Amendments: Any amendments or modifications to this Agreement shall be valid only if made in writing and signed by all parties.

4.3. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

4.4. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Indemnification: Trek Air hereby irrevocably indemnifies, holds harmless, and defends the Tibrewal Group, from and against any future claims related to this transaction, provided that the full amount of USD

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490,000 (Four Hundred Ninety Thousand U.S. Dollars) is received within the stipulated time as set forth in this Consent Terms Agreement.

Bank Account details:-

Name of the Account	Powell Aircraft Title Service
Account Number	00-28680-48493
Address	PO Box 19096, Okla City, OK 73144*
	Oklahama City, OK 73144
ABA Number	026009593
Swift Code	BOFAUS3N
Name of the Bank	Bank of America
Address of the Bank	8901 S. Western Oklahama City, OK 73159
	* May show routing through BOA Newyork or BOA North Carolina

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IN WITNESS WHEREOF, the parties hereto have executed this Consent Terms Agreement as of the date first above written.

For M/s. Shorelight Limited	For M/s. Shorelight Limited
Name: Mr. Natwarlal Tibrewal	Name: Mrs. Lata Tibrewal
Designation: Director	Designation: Director
Signature: Natwar	Signature: Lata Tibrewal
Date: 7/4/25	Date: 7/4/25

For Mr. Natwarlal Tibrewal

Signature: Natwar

Date: 7/4/25

For Mrs. Lata Tibrewal

Signature: Lata Tibrewal

Date: 7/4/25

CHRISTOPHER HUGH PATRICK ATKINSON
NOTARY PUBLIC
Suite E7
Joseph's Well
Park Lane
Leeds
West Yorkshire
LS3 1AB ENGLAND

T 0113 816 0116
M 0771 560 6747
H 01756 710237
E notary@atkinsonnotary.com
W www.atkinsonnotary.com

All above signatures made in my presence today

Notary Public 7 April 2025

CHRISTOPHER H P ATKINSON NOTARY PUBLIC

Reg. No. 01/2025 Page No. 39/2025
Sr. No. 264/2025
Date: 15-04-2025

For Trek Air B.V.

Name: Mr. Vikas Shukla (On Behalf of Mr. Michiel Kneefel)

Designation: POA Holder of Mr. Michiel Kneefel, Proprietor of Trek Air B.V.

Signature: Vshukla

Date: 15/04/2025.

BEFORE ME
15/04/2025
MANOHAR S. MANKARE
ADVOCATE & NOTARY
GOVT. OF INDIA
Jai Bhawani Chawl, Sakivihar Road,
Sakinaka, Pipe Line Mumbai-400 072.

NOTARY
MANOHAR S. MANKARE
Jai Bhawani Chawl
Sakivihar Road,
Sakinaka, Pipe Line
Mumbai-400 072.
REGN. NO. 27243
EXP. 21/11/2023
GOVT. OF INDIA

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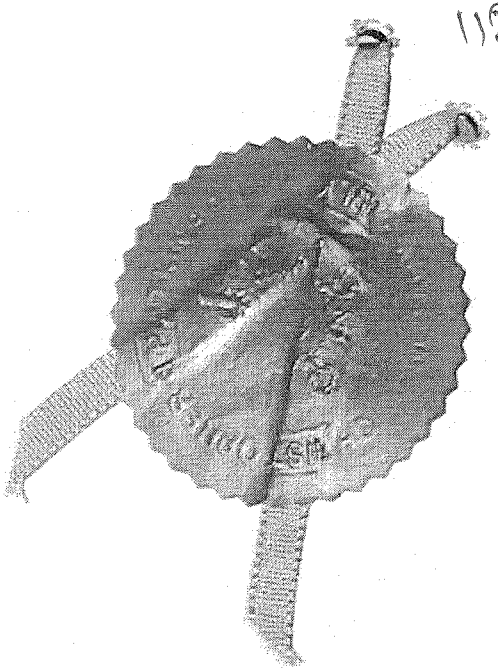
NOTARY MANOHAR MANKARE MUMBAI & THANE MAHARASHTRA Regn. No. 27243 GOVT. OF INDIA

GOVT. OF INDIA NOTARY



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This public document Le présent acte public / El presente documento público	
2. **Has been signed by** a été signé par ha sido firmado por	Christopher Hugh Patrick Atkinson
3. **Acting in the capacity of** agissant en qualité de quien actúa en calidad de	Notary Public
4. **Bears the seal / stamp of** est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public
Certified Attesté / Certificado	
5. at à / en: London	6. **the** le / el día: 10 April 2025
7. by par / por	His Majesty's Principal Secretary of State for Foreign, Commonwealth and Development Affairs
8. Number sous no / bajo el numero	APO-CQC9-ICS9-2QHK-UEA6
9. **Seal / stamp** Sceau / timbre Sello / timbre	10. **Signature** Signature Firma A. Ryan

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL WRIT PETITION NO. 36 OF 2025

M/s Shorelight Limited
(United Kingdom) And Anr ...Petitioners
Versus
The State Of Maharashtra And Ors ...Respondents

Digitally signed by AMOL DILIPRAO NAWALE
Date: 2025.01.24 10:52:15 +0530

Mr. Raja Ratan Bhura a/w. Karan Sandeep Desai, Advocate for the Petitioners.

Mr. S. V. Gavand, APP for the State.

Mr. Rishi Sood, Advocate for Respondent No.2.

CORAM : RAVINDRA V. GHUGE &
RAJESH S. PATIL, JJ.

DATE : 21st JANUARY, 2025

P.C. :-

Registry will not place this matter before a bench of which Hon'ble Shri Justice Rajesh S. Patil is a member.

(RAJESH S. PATIL, J.) (RAVINDRA V. GHUGE, J.)

Board Sr.No.:-39

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE CRIMINAL JURISDICTION

CR. WRIT PETITION NO. 36 OF 2025

M/s Shorelight Limited(united Kingdom) And Anr ....PETITIONER

V/S

The State Of Maharashtra And Ors ....RESPONDENT

TAP Legal for Petitioner
for Respondent

CORAM : HON'BLE SHRI JUSTICE SARANG VIJAYKUMAR KOTWAL &
HON'BLE SHRI JUSTICE S. M. MODAK, JJ

DATE : 20th February, 2025

P.C. :

As the Court time is over,Stand Over to 06/03/2025
Ad-interim order,if any, to continue till the next date

(FOR REGISTRAR JUDICIAL - I)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

Writ Petition No. 36 of 2025

M/s. Shorelight Limited (United Kingdom)
and others ... Petitioners
V/s.
The State of Maharashtra and anr. ... Respondents.

Mr. Pravin Upadhyay for the Petitioner.

Mr Rishi Sood a/w. Advocate Ms. Surbhi Soni i/b.MGV & Associates for the Respondent No.2.
Mr. S.V. Gavand, APP for the State.

LATA SUNIL PANJWANI
Digitally signed by LATA SUNIL PANJWANI
Date: 2025.04.28 18:02:17 +0530

CORAM : SARANG V. KOTWAL & S.M. MODAK, JJ.

DATE : 23rd April 2025.

P.C.:

The Registry to verify whether the verification is in accordance with rules because it appears that the verification is done before the Notary in a foreign country.

2. For the time being, the next date of listing shall be **18th June 2025**. However, in case of urgency the parties are at liberty to move the vacation Bench.

(S.M. MODAK, J.) (SARANG V. KOTWAL, J.)

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Board Sr.No.:-9

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE CRIMINAL JURISDICTION

CR. WRIT PETITION NO. 36 OF 2025

M/s Shorelight Limited(united Kingdom) And Anr ....PETITIONER

V/S

The State Of Maharashtra And Ors ....RESPONDENT

Adv Rohit Lalwani i/b Pravin Upadhay TAP Legal for Petitioner
Ms. S.S Kaushik APP
Mr. Rishi Sood a/w MR. Manish G Varma i/b MVG Associate.

CORAM : HON'BLE JUSTICE KAMAL KHATA & HON'BLE JUSTICE SHRI ARIF S. DOCTOR, JJ

DATE : 15th May, 2025

P.C. :

S. O. to 16/05/2025 .

(FOR REGISTRAR JUDICIAL - I)

2025:BHC-AS:51836-DB

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
WRIT PETITION NO. 3779 OF 2024

Ammeet Kamal Agarwal ...Petitioner
Versus
The State of Maharashtra & Anr. ...Respondents

Ms. Aisha Shaikh i/b Mr. Subhash Hulyalkar for the Petitioner.

Mr. Ameet Kamal Agarwal, petitioner in-person present.

Mrs. P.P.Shinde, Addl.P.P for the Respondent-State.

CORAM : REVATI MOHITE DERE &
SANDESH D. PATIL, JJ.
DATE : 25th NOVEMBER, 2025

P.C. :

1. The petitioner appears in-person. He has tendered his affidavit dated 25th November, 2025. The same is taken on record. In the said affidavit, the petitioner has categorically stated that he wants to withdraw the petition, since it was filed without his consent. He has further stated in the affidavit that he had sent an official mail to

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Advocate Mr. Hulyalkar, requesting him to withdraw the petition, however, despite multiple reminders, whatsapp messages and communications, the said petition was not withdrawn. He has further stated in the affidavit, that the petition was filed without taking his signature and without his consent and was filed on the basis of the vakalatnamas taken from the petitioner to file his bail application. He has also stated that the vakalatnama was signed by him not for filing the aforeaid petition in this Court. The said affidavit is taken on record and marked 'X' for Identification.

2. The petitioner who appears in person, seeks leave to withdraw the aforesaid petition with liberty to file a fresh petition as and when the occasion so arises. Leave granted.

3. Petition is disposed of as withdrawn with liberty as prayed.

4. Needless to state that we have not heard the petition on merits and as such, all contentions of all parties are kept open.

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5. having perused the averments made in the affidavit and on hearing the petitioner, we deem it appropriate to send a copy of the affidavit alongwith a copy of this petition to the Bar Council of Maharashtra and Goa, so as to enable them to take further steps and necessary action in this matter.

6. Registry to forward a copy of this order to the Bar Council of Maharashtra and Goa.

7. Petition is accordingly disposed of as withdrawn, with above directions.

SANDESH D. PATIL, J. REVATI MOHITE DERE, J.

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फाईल क्र.– 2

आर्थिक गुन्हे विभाग, कक्ष-५ (ज. चि.-३), मुंबई

गु.र.क्र.३२/२०२४ भा.द.वि.कलम ४०९,४२०,४६५,
४६७,४६८,४७१,३४

(सहार पोलीस ठाणे गु.र.नं.४६४/२०२४)

'अंतिम अहवाल (ब समरी)'

मा. अति. मुख्य न्यायदंडाधिकारी, ४७ वे न्यायालय,

एस्प्लनेड कोर्ट मुंबई

कोर्ट केस नंबर :- /२०२६

फिर्यादी :- श्री विकास केशवराम शुक्ला, वय ३५ वर्षे,

आरोपी :- १) अमीत कमल अग्रवाल,

२) श्री.कमल नगरमल अग्रवाल ३) आकाश कमल अग्रवाल

४)नटवरलाल टिब्रेवाल, ५)लता टिब्रेवाल ६)शोरलाईट लिमिटेड

तपास अधिकारी :- पोलीस निरीक्षक, श्री गजेंद्र क्षीरसागर,

कक्ष-५, (ज.चि.३), आ.गु.वि. मुंबई

अनुक्रमणिका

आर्थिक गुन्हे विभाग, मुंबई, कक्ष -५(जनरल चिटींग -३)

गु.र.क्र.३२/२०२४, भा.द.वि. कलम- ४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४

(सहार पोलीस स्टेशन गु.र.क्र.४६४/२०२४) कोर्ट केस क्र. /२०२६

अंतिम अहवाल (B summary)

फाईल क्र.-०२

अ.क्र	तपशील	मुळ Original	साक्षांकीत/ स्थळप्रत	छायांकीत
१	दि.२०/०७/२०२२ रोजी इंटरकॉन्टीनेन्टल कमर्शिअल व ट्रेक ऐअर बी.व्ही. यांचेमध्ये झालेले एअरक्राप्ट पर्चेस ॲग्रीमेंटची प्रत	--	--	१ ते ७
२	Aircraft Cessna Grand Caravan 208B VT-Sai And Cessna Grand Caravan 208B VT-UDN रिलीज करणेबाबतचे पत्र व मा.उच्च न्यायालय जयपूर (राजस्थान) यांचे दि.१८/१०/२०२२ रोजीचे आदेश व सलग्ण कागदपत्र	--	--	८ ते १३
३	दि.२०/०७/२०२२ रोजी ट्रेक ऐअर बी.व्ही. व सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. यांचेमध्ये झालेले एअरक्राप्ट पर्चेस ॲग्रीमेंटची प्रत, एअरक्राप्ट डिलीव्हरी रिसीप्ट प्रत	--	--	१४ ते २४
४	दि.२९/०४/२०२३ रोजीचे मुंद्रा पोर्ट गुजरात येथील एअरक्राप्ट शिर्पींग बिल व सलग्ण कागदपत्र	--	--	२५ ते ३६
५	दि.०७/०२/२०२३ रोजीचे एअरक्राप्ट डिलीवरी रिसीप्ट, इन्व्हॉईस इत्यादी कागदपत्र	--	--	३७ ते ४१
६	दि.०७/०२/२०२३ रोजीचे ट्रेक ऐअर बी.व्ही. व सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. यांचेमध्ये झालेले सुधारीत एअरक्राप्ट पर्चेस ॲग्रीमेंट व संबधीत ईमेल	--	--	४२ ते ४५
७	मुळ फिर्यादी मिशेल निफेल यांचा जबाब	४६ ते ५१	--	
८	साक्षीदार रविंद्र भाग्यानारायण पांडे यांचा जबाब व ओळखपत्र	५२ ते ५६	--	५७ ते ५८
९	साक्षीदार राजेंद्र सिंह सुखदेव सिंह राव यांचा जबाब	५९ ते ६२	--	
१०	साक्षीदार शुभकरण श्रीचंद जैन यांचा जबाब व त्यांनी सादर केलेले कागदपत्र	६३ ते ६४	--	६५ ते ७१
११	साक्षीदार विमल जगदीश अगरवाल यांचा जबाब	७२ ते ७४	--	--
१२	साक्षीदार दक्षेस सुमनभाई बलसारा यांचा जबाब	७५ ते ७६	--	--
१३	साक्षीदार रविंद्र आनंदकुमार अगरवाल यांचा जबाब	७७ ते ७९	--	--
१४	साक्षीदार प्रशांत जिवराज जैन यांचा जबाब	८० ते ८२	--	--
१५	साक्षीदार बालाजी सुमन्त चिमोटे यांचा जबाब	८३	--	--
१६	आरोपी अमित कमल अगरवाल यांचा जबाब	८४ ते ८७	--	--
१७	आरोपी कमल नगरमल अगरवाल यांचा जबाब व त्यांना हजर राहणेकामी दिलेली सुचनापत्र	८८ ते ९०	९१ ते ९४	--
१८	आरोपी आकाश कमल अगरवाल यांना तपासकामी दिलेले सुचनापत्र व त्यांचा जबा	९७ ते ९९	९५ ते ९६	--
१९	आरोपी अमित कमल अगरवाल यांचा अटक फॉर्म	१०० ते १०३		--

२०	आरोपी अमित कमल अगरवाल यांना मा. अति.मुख्य न्यायदंडाधिकारी, ४७ वे. न्यायालय यांनी मंजूर केलेला जामीन आदेशाची प्रत व आरोपीचे पत्र	११६	१०४ ते ११५	--
२१	आरोपी कमल नगरमल अगरवाल यांना मा.सत्र न्यायालय मुंबई यांनी मंजूर केलेल्या अटकपूर्व जामीन आदेशाची प्रत	--	--	११७ ते १२७
२२	कमल अगरवाल यांनी केलेल्या ईमेलची प्रत	--	--	१२८ ते १३०
२३	न्यायसहायक वैज्ञानिक प्रयोगशाळा कलीना मुंबई येथे गुन्हयातील जप्त मोबाईलचे परीक्षण करून अभिप्राय मिळणेबाबत दिलेले पत्र व रिसीप्ट	१३४	१३१ ते १३३	--
२४	न्यायसहायक वैज्ञानिक प्रयोगशाळा कलीना मुंबई येथे गुन्हयातील जप्त मोबाईलचे व अभिप्राय मिळणेबाबत दिलेले पत्र	--	१३५ ते १३८	--
२५	न्यायसहायक वैज्ञानिक प्रयोगशाळा कलीना मुंबई येथुन प्राप्त झालेला अभिप्राय	१३९ ते १४३	--	--
२६	वरिष्ठ पोलीस निरीक्षक प्रशासन यांना मोबाईल नोंदीबाबत दिलेले पत्र व ठाणे दैनंदिनी नक्कल प्रत	१४४ ते १४६	--	--
२७	आरोपी अमित अगरवाल यांनी त्यांचा मोबाईल परत मिळणेबाबत दिलेले पत्र व सलग्ण केलेली मा. न्यायालयाचे आदेश प्रत	१४७	--	१४८ ते १५०
२८	मोबाईल परत केल्याबाबत पंचनामा, रंगीत छायाचित्र, इंडेम्नीटी बाँड, मा.न्यायालयाचा आदेश	१५१ ते १६०	--	१६१ ते १६३
२९	मोबाईल परत केल्याचो ममो व ठाणे दैंनदिनी नक्कल प्रत	१६४ ते १६६	--	
३०	साक्षीदार रविंद्र पांडे यांना दिलेले सुचनापत्र व त्यांनी विमानाचे लॉजीस्टीक व ट्रान्सपोर्ट संबधी सादर केलेल कागदपत्र	--	१६७ ते १६८	१६९ ते १८३
३१	साक्षीदार इम्राण करीम यांना दिलेले सुचनापत्र व त्यांनी विमान इंजिनाचे निर्यातीबाबत सादर केलेले शिर्पींग बिल, इन्हॉईस, एअरवे बिल व इतर सलग्ण कागदपत्र	--	१८४ ते १८५	१८६ ते २०३
३२	कार्यालय नागरी उडाण संचालनालय यांना माहिती मिळणेकरीता दिलेले पत्र	--	२०४ ते २०५	--
३३	कार्यालय नागरी उडाण संचालनालय यांचे पत्र, विमानाची नोंदणी रद्द करणेबाबत दिलेले पत्र, विमान नोंदणी प्रमाणपत्र, संचालक मंडळाचा ठराव, विमानाची नोंदणी रद्द केल्याबाबत पत्र,	२०६	२०७ ते २११	--
३४	व्यवस्थापक ॲक्सीस बँक मुंबई यांना माहिती मिळणेकरीता दिलेले पत्र	--	२१२ ते २१३	--
३५	ॲक्सीस बँकेचे गुन्हयासंबधाने कागदपत्र सादर केल्याबाबतचे पत्र	२१४ ते २१९	--	--
३६	सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. कंपनीला ॲक्सीस बँकेकडून देण्यात आलेल्या कर्जासंबधी सँक्शन लेटर, टर्म लोन ॲग्रीमेंट व इतर सलग्ण कागदपत्र	२५५ ते २५६	२३० ते २५४ २५७ ते २५९	२२० ते २२९
३७	कार्यालय, मुख्य आयुक्त कस्टम हाउस, मुंद्रा पोर्ट, कच गुजरात यांना गुन्हयासंबधी माहिती व कागदपत्र मिळणेकामी दिलेले पत्र	२६० ते २६३	--	२६४ ते २६६

३८	कार्यालय, मुख्य आयुक्त कस्टम हाउस, मुंद्रा पोर्ट, कच गुजरात यांनी गुन्हयासंबधी माहिती व कागदपत्र सादर केल्याबाबत दिलेले पत्र	२६७ ते २६८	२६९ ते २८३	२८४ ते ३०२
३९	मुख्य विमानतळ अधिकारी, जयपूर विमानतळ यांनी गुन्हयासंबधाने सादर केलेले पत्र व अपघात चौकशी अहवाल, विमान विमा व इतर सलग्ण कागदपत्र	३०३ ते ३०५	--	३०६ ते ३८१
४०	मिनिस्ट्री ऑफ कार्पोरेट मंत्रालय यांनी सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. कंपनीचे कागदपत्र सादर केल्याबाबत पत्र तसेच नोंदणी प्रमाणपत्र, मास्टर डाटा, एमओए, एओए इत्यादी सलग्ण केलेले कागदपत्र	३८२	३८३ ते ५४२	--
		एकुण	५४२	

(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक,
कक्ष-५, ज.चि.-३, आ.गु.वि., मुंबई

AIRCRAFT PURCHASE AGREEMENT

This Aircraft As-Is Purchase Agreement ("Agreement") is made and entered into as of the 20rd day of July 2022 by and between INTERCONTINENTAL COMMERCIAL AIRCRAFT INC ("Buyer") and Trek Air BV ("Seller").

RECITALS

A. Seller will be the owner of a certain Aircraft at the time of sale, as defined in Section 1 below.

B. Seller desires to sell the Aircraft to Buyer.

C. Buyer desires to purchase the Aircraft from Seller in accordance with the terms and conditions of this Agreement.

D. However, since the subject aircraft has incident history (runway overshoot) and is currently secured in dismantled condition at Jaipur Airport in Rajasthan, India, the BUYER prefers to buy the airplane AS IS WHERE IS. The SHIPPING and INSURANCE of such airplane shall be covered and borne by the BUYER.

E. In consideration of the mutual covenants herein, the parties hereby agree as follows:

SECTION 1. SUBJECT MATTER OF SALE. Subject to the provisions of this Agreement, Seller agrees to sell and Buyer agrees to purchase the following aircraft, as further described on Exhibit A:

Make & Model:	Cessna 208B
Serial Number:	208B2420
Registration Number:	VT-UDN
Make & Model of Engines:	P&W Canada PT6A-114A
Engine Serial Numbers:	PCE-PC2041

together 'AS IS WHERE IS' with all parts, avionics, instruments, and other equipment installed thereon and all other loose equipment as further described on Exhibit A, and all maintenance records, manuals, logbooks, diagrams, and data in Seller's possession that pertain to the operation and maintenance of the aircraft (all of the foregoing items collectively referred to as the "Aircraft").

SECTION 2. PURCHASE PRICE. The total purchase price for the Aircraft shall be USD$600,000 ("Purchase Price") which shall be payable to Seller at the time of delivery of the Aircraft, as provided for in Section 4 below.

SECTION 3. DEPOSIT. For this agreement to be in effect, Buyer will make a deposit in the sum of USD$550,000.00 ("Deposit") into escrow with POWELL AIRCRAFT TITLE SERVICES based in Oklahoma ("Escrow Agent") pursuant to the terms of this agreement.

SECTION 4. CLOSING. The closing of the transaction contemplated by this Agreement (the "Closing") shall be held on or before the _AS MUTUALLY AGREED BY BOTH PARTIES_, ("Closing Date"), unless extended in writing by both parties. Delivery of the Aircraft by Seller to Buyer shall take place at JAIPUR or any other AIRPORT/SEAPORT or such other place as may be mutually agreed upon by Seller and Buyer ("Delivery Location"). Relocation costs to be paid by Buyer. The Closing shall proceed in the following manner:

Michiel Kneefel
FAA Certified Inspector
Beech Avenue 54 +31(0)654281518
1119PW Schiphol-Rijk trekair@gmail.com

(i) On the Closing Date, Seller shall deliver the Aircraft free and clear of all liens and encumbrances, and with marketable title. Seller shall also provide copy of the DE-REGISTRATION of the aircraft from the Director General of Civil Aviation (DGCA) of the Govt of India.

(1)

(a) ESCROW will forward the Purchase Price of $550,000 to Seller as per seller's desired bank account, upon confirmation that the Bill of Sale is received together with confirmation of de-registration and No Objection Certificate from the ~Airport Authority of Jaipur that the shipment is cleared to leave with NO outstanding with the Maintenance Facility.
(b) file with the FAA the Bill of Sale, the Application for Registration, and any other escrowed documents to be filed with the FAA as agreed by Buyer and Seller, and (c) deliver to Buyer the Bill of Sale.
(c) Purchaser will have his Agent present at loading and handling his affairs to ensure swift shipment and closure.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF BUYER AND SELLER. Seller hereby represents and warrants as of the date hereof and the Closing Date as follows:

(i) Seller shall have as of the Closing Date good and marketable title to the Aircraft and on the Closing Date will deliver such title to Buyer free and clear of any liens, charges, security interests, or encumbrances of any kind;

(ii) Seller has full power, legal right, and authority to execute, deliver, and perform the provisions of this Agreement, and the Agreement is binding and enforceable in accordance with its terms;

(iii) Seller has paid all taxes, duties, penalties, charges, or invoices with respect to theAircraft incurred on and before the Closing Date, inclusive of any taxes attributable to the transaction contemplated herein that would be due to be paid by Seller or imposed by the Government of India as part of this sale; and

(1) Payment release from Escrow in full 7 Febr 2023

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trekair@gmail.com

(v) Purchaser, and no Person who owns a direct or indirect interest in Purchaser, is a Person with whom a U.S. Person is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under U.S. law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.

(vi) Purchaser represents and warrants it is in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56 to the extent applicable to the parties and transactions contemplated herein.

SECTION 6. LIMITATION OF LIABILITY. THE AIRCRAFT IS BEING SOLD ON AN "AS IS" AND "WHERE IS" BASIS. THE SELLER'S EXPRESS WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, EXCEPT THE WARRANTY OF TITLE SET FORTH IN SECTION 5 ABOVE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES RELATING TO AIRWORTHINESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OR TRADE.

NEITHER PARTY SHALL BE LIABLE FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO THE AIRCRAFT, OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH CLAIMS ARISING OUT OF THIS AGREEMENT.

SECTION 7. TAXES, FEES, AND DUTIES. Except for any INDIA sales or use taxes, Buyer shall be responsible for any taxes, fees, and duties imposed by any other jurisdiction attributable to the transaction contemplated herein or the use of the Aircraft subsequent to the Closing Date, except that Buyer shall not be responsible for any of Seller's income tax obligations

SECTION 8. THIRD PARTY WARRANTIES. To the extent that any warranties or service plans from manufacturers, service providers, or suppliers are still in effect with respect to the Aircraft, and such rights are assignable without cost to Seller, such warranties and rights thereunder are hereby assigned to Buyer as of the Closing Date and any necessary consents or other documents evidencing such assignment will be included within the documents provided with the Aircraft.

SECTION 9. TRANSACTION COSTS AND EXPENSES. Buyer and Seller shall each pay fifty percent (50%) of all escrow fees. Except as otherwise expressly provided in this Agreement, each party shall bear its own transaction costs and expenses, including their respective legal fees and fees for any broker or finder retained by the party. Buyer and Seller may each pay their own closing costs at the title company of their own choosing.

SECTION 10. RISK OF LOSS. Seller shall bear full risk of loss with respect to the Aircraft until Buyer executes the Aircraft Delivery Receipt on the Closing Date, whereupon Buyer shall bear the risk of loss. In the event of material loss or damage to the Aircraft prior to the execution of the Aircraft Delivery Receipt that Seller, in its reasonable judgment, determines is not reasonably repairable prior to the Closing Date (such determination to be made and communicated in writing to Buyer within three (3) business days of the loss or damage to the Aircraft), Buyer shall be entitled to terminate this Agreement. Upon written notice from Buyer to Seller notifying Seller of Buyer's intent to terminate this Agreement in accordance with this Section, this Agreement shall terminate and, except for any obligations or liabilities arising prior to such termination, the parties shall be released from all obligations hereunder and the Deposit shall be immediately returned to the Buyer.

SECTION 11. DEFAULT. Failure of either Buyer or Seller to perform or comply with any of the terms and conditions of this Agreement shall constitute an "Event of Default" by such party. If an Event of Default occurs, the non-breaching party shall give notice of the Event of Default to the breaching party. If the breaching party fails to cure such Event of Default within three (3) business days of receiving notice, the non-breaching party may terminate the Agreement.

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(iv) Seller has provided Buyer an opportunity to conduct a visual inspection of the Aircraft and an inspection of all maintenance records, manuals, logbooks, diagrams, and data in Seller's possession that pertain to the operation and maintenance of the Aircraft.

(v) The Aircraft will be delivered AS IS WHERE IS in DISMANTLED COMPLETE CONDITION

(vi) No person who owns a controlling interest in or otherwise controls Seller is or shall be (A) listed on the Specially Designated Nationals and Blocked Person List maintained by the U.S. Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (B) a person designated under Section 1(b), (c) or (d) of U.S. Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, and Seller is in compliance with all applicable laws, regulations, orders and government guidance in regard to foreign corrupt practices, and any similar, related or other governmental laws, regulations or orders, in each case to the extent applicable to the parties and transactions contemplated herein, including all applicable Bank Secrecy Act ("BSA") laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations.

(vii) Seller, and no Person who owns a direct or indirect interest in Seller, is a Person with whom a U.S. Person is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under U.S. law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.

(viii) Seller represents and warrants it is in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56 to the extent applicable to the parties and transactions contemplated herein.

Buyer hereby represents and warrants as of the date hereof and the Closing Date as follows:

(i) Buyer has full power, legal right, and authority to execute, deliver, and perform the provisions of this Agreement, and the Agreement is binding and enforceable in accordance with its terms;

(ii) Buyer has been provided by Seller an opportunity to conduct a visual inspection of the Aircraft and an inspection of all maintenance records, manuals, logbooks, diagrams, and data in Seller's possession that pertain to the operation and maintenance of the Aircraft;

(iii) Buyer represents and warrants and covenants that it has sufficient funding to purchase the Aircraft and that it shall only pay $550,000 towards purchase to the seller, which is inclusive of all taxes, duties and others paid

(iv) No person who owns a controlling interest in or otherwise controls Purchaser is or shall be (A) listed on the Specially Designated Nationals and Blocked Person List maintained by the U.S. Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (B) a person designated under Section 1(b), (c) or (d) of U.S. Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, and Purchaser is in compliance with all applicable laws, regulations, orders and government guidance in regard to foreign corrupt practices, and any similar, related or other governmental laws, regulations or orders, in each case to the extent applicable to the parties and transactions contemplated herein, including all applicable Bank Secrecy Act ("BSA") laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations.

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SECTION 12. FORCE MAJEURE. Neither Buyer nor Seller shall be liable for any failure to perform obligations under the Agreement to the extent beyond a party's control, including Acts of God or public enemy, war, insurrection, strikes, labor disputes, or domestic or foreign government regulations that prevent a party from meeting its obligations under the Agreement. If such force majeure prevents a party from meeting its obligations for more than thirty (30) days, the unaffected party may terminate the agreement and the Escrow Agent shall remit the Deposit to Buyer.

SECTION 13. CAPE TOWN CONVENTION. If the Aircraft's airframe and/or its engines qualify for registry on the International Registry created by the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment ("International Registry"), each of the parties agrees to register as transacting users with the International Registry. The parties authorize the Escrow Agent to take all steps necessary to register the sale of the Aircraft with the International Registry after the filing of the FAA Bill of Sale.

SECTION 14. GENERAL PROVISIONS

A. **Notice.** Notices hereunder shall be in writing and shall be deemed made when delivered by hand, or five (5) business days after being sent by registered mail, return receipt requested, postage prepaid, or on the next business day when sent by overnight courier or when transmitted by means of telecopy or other wire transmission (with request for assurance of receipt in a manner typical with respect to communications of that type and followed promptly with the original thereof) in each case at the address set forth below:

If to Buyer:

LUIZ HENRIQUE NEVES DA SILVA
INTERCONTINENTAL COMMERCIAL AIRCRAFT INC

If to Seller Mr Michiel Kneefel
President & CEO
Trek Air BV
Beech Avenue 54, 1119 PW Schiphol Rijk The Netherlands
trekair@gmail.com
+31654281518

Michiel Kneefel
FAA Certified Inspector
Beech Avenue 54 +31(0)654281518
1119PW Schiphol-Rijk trekair@gmail.com

If to Buyer's/Seller's ESCROW:
Powell Aircraft
10005 S. Penn Ste. A
Oklahoma City, OK 73159
kimw@airtitle.com
+1 800 776 7287
ATTN: Kimberly Thompson

B. **Entire Agreement.** The terms and conditions of this Agreement constitute the entire agreement between the parties and supersede all previous negotiations, representations, and agreements with respect to the subject matter herein.

C. **Amendment.** This Agreement may not be modified or amended except by a written instrument signed by an authorized signatory of each par

D. **Assignment:** Neither party may assign any of its rights or delegate any of its obligations under this Agreement without prior written consent of the other party, with consent shall not be unreasonably withheld. The Agreement will insure to the benefit of and will be binding upon each of the parties hereto and their respective and permitted assigns.

Payment Details - 2327D27317F63Y83

International High Value (Wire)
Payment Category: Urgent/Wire
Status: Confirmed By Bank
Transaction ID: 2327D27317F63Y83

Debit Account Information

Debit Bank: 103000017
Debit Account: 002666048493
Debit Account Name: POWELL AIRCRAFT TITLE SERVICE LLC
Debit Currency: USD

Beneficiary Details

Credit Currency: USD
Value Date: 02/07/2023
Credit Amount: 487,347.00
Debit Amount: 487,347.00
*Purpose of Payment:

Optional Information

Sender's Reference Number: N420JP
Beneficiary Information: Cessna 20682420 VTUDN
less escrow fees
to be N420JP

Additional Routing

Charges: Shared
Intermediary Bank ID:
Receiver Information:

Control Information

Input: crawford
Approved: denises
Input Time: 02/07/2023 12:28:07 PM CST
Time: 02/07/2023 12:51:02 PM CST
Initial Confirmation: WTX:20230207003739S7
Confirmation #: SWFT:230207BOFAUS3NGXXX1959602149

This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep these numbers handy in case you have any questions regarding this transaction. If any portion questions, please contact customer service. Thank you.

Payment Details - 231AB23151F42B82

Debit Account Information

Beneficiary Details

Payment Details

Optional Information

Additional Routing

Submit Information

S.S. HORA & ASSOCIATES
SOLICITORS & ADVOCATES

To

1. **Shri Sanjeev Kumar IAS**
   Chairman, Airports Authority of India
   Rajiv Gandhi Bhawan, Opp Safdarjang Airport
   New Delhi 110003
2. **Airport Director – Jaipur International Airport Limited**
   3rd Floor, ACH-2, Shantigram, Nr. Vaishnodevi Circle,
   S. G. Highway, Ahmedabad - 382 421, Gujarat
3. **Airport Commandant, CISF**
   Jaipur International Airport Limited,
   Jaipur 302029
4. **Directorate of Civil Aviation**
   State Govt. of Rajasthan
   VIP hangar, Sanganer Airport,
   Jaipur 302029

Subject: Release of two Aircrafts namely Cessna Grand Caravan 208B VT-SAI and Cessna Grand Caravan 208B VT-UDN from Jaipur Airport as per the Order dated 18.10.2022 passed by the Hon'ble Rajasthan High Court, Jaipur Bench

Respected Sir

The present legal notice is being sent to your office on behalf and under the instructions of our client Supreme Transport Organisation Pvt. Ltd. through its Director Mr. Ammeet K. Agrawal, detailed contents of which are there in the following paras:

1. That by way of this notice it is informed to your office that the Hon'ble Rajasthan High Court in its pending Civil Misc. Appeals bearing numbers CMA/1142/2021 & CMA/1143/2021 by way of its interim order dated

Office : A 403 - 406, Fourth Floor, Tower - 1, North Block, World Trade Park, JLN Marg, Jaipur - 302017 (Raj.)
Phone : 0141 - 2728400/ 2728401/ 2728402 / E - mail : swadeep.hora@gmail.com

HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Miscellaneous Appeal No. 1142/2021

Supreme Transport Organisation Private Ltd

----Appellant

Versus

Airport Authority Of India, Jaipur Airport

----Respondent

For Appellant(s)	:	Mr. T.C. Sharma, Advocate for Mr. S.S. Hora, Advocate
For Respondent(s)	:	Ms. Sukriti Kasliwal, Advocate

Rajasthan High Court Jaipur Web Copy - Not Official

HON'BLE MR. JUSTICE PRAKASH GUPTA

Order

18/10/2022

Matter comes up on an application under Section 151 CPC.

Learned counsel for the appellant submits that two air-crafts namely Cessna Grand Caravan 208B VT-SAI and Cessna Grand Caravan 208B VT-UDN have been kept at the Jaipur Airport and they are not being allowed by the respondent to be taken out of the premises for their maintenance and repairs. Resultantly, they are deteriorating their value.

Learned counsel for the respondent submits that as on date, an amount of Rs. 46,11,826/- is due towards the appellant. If the appellant deposits the aforesaid amount in the bank account of the respondent within six weeks from today, the respondent would allow the appellant to take out the aforesaid aircrafts. She has furnished the bank account details of the respondent as under:

(Downloaded on 22/10/2022 at 03:19:02 AM)

10

Account No. 40540680491
Bank : State Bank of India
Branch : Kumbha Marg, Pratap Nagar, Jaipur
Beneficiary Name : Airports Authority of India, Jaipur Airports
IFSC Code: SBIN0031840

Learned counsel for the appellant has agreed for the same.

Rajasthan High Court Web Copy Not Official

Having regard to the submissions made by learned counsel for the parties and taking into consideration the facts and circumstances of the case, the respondent shall allow the appellant to take its aforesaid aircrafts out of Jaipur Airport, provided the appellant deposits Rs. 46,11,826/- in the aforesaid bank account of the respondent within six weeks from today. At the same time, the respondent shall also furnish an undertaking before the Eviction Officer, Airports Authority of India, Jaipur Airport to the effect that if the appellant ultimately succeeds in the appeal and the respondent is not found entitled to get the aforesaid amount, the amount so received by it under this order shall be refunded by the respondent to the appellant alongwith interest @ 9% p.a. from the date of deposition till refund.

This order shall be subject to final disposal of the appeal.

The application No. 1/2022 filed under Section 151 CPC stands disposed of accordingly.

(PRAKASH GUPTA),J

DK/65

(Downloaded on 22/10/2022 at 03:19:02 AM)

Print

STATE BANK OF INDIA,SME JAIPUR SOUTH

User Id	: 6991564	Date	: 2022/11/21 16:47:05
Report Id	: 20221121164705	IFSC	: SBIN0000744

OUTGOING MESSAGE

Message Sender Reference	: 202211171838SBIN000074400697784 3
Sender Sequence Number	: 6977843
Message Type	: MT 199(Free Format Message)
Sender Address	: SBIN0000744
Receiver Address	: BOFAUS3N
Messages User Reference (MUR)	: 851MFXI006977843
Non-Delivery Warning Requested	: NO
Delivery Notification Requested	: NO
Obsolescence Period (hh:mm)	: 00:00
Message Status	: ACKNOWLEDGED
Creator's UserId	: 6991564
Verifier's UserId	: 6260039 (2022-11-17 18:38:33)
Authorizer's UserId	: System (2022-11-17 18:38:33)

20 : Transaction Reference Number

Transaction Reference Number :583896

21 : Related Reference

Related Reference :2022110800450685

79 : Narrative

Narrative

:OUR REFERENCE AIRPORTS AUTHORITY OF INDIA JAIPUR

:WE HAVE RECEIVED MT 103 OF USD 56635

:WITH VALUE DATE 20221108 WITH FOLLOWING

:INFORMATION

:ORDERING CUSTOMER POWELL AIRCRAFT TITLE SERVICE LL

:ORDERING PARTY IDENTIFIER CODE BOFAUS3N

:BENEFICIARY CUSTOMER AIRPORTS AUTHORITY OF INDIA

:JAIPUR WE SUBMIT THAT DESCRIPTION IN FILED 70

:MENTIONS RFF VT UND SN 208B2420 VT UND FROM

:SUPREME ORGANISATION PVT LTD BY COURT ORDER

:WE HAVE THE COPY OF HONOURABLE COURT ORDER

:IN WHICH SUPREME TRANSPORT ORGANISATION PVT LTD

:HAS BEEN DIRECTED TO

DocuSign Envelope ID: C0DB0C49-0DAB-48E1-8C83-1CE1DC7EF2C2

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $ 1ove THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER	N420JP
AIRCRAFT MANUFACTURER & MODEL	Cessna 208B
AIRCRAFT SERIAL NUMBER	208B2420

DOES THIS DAY OF , 2022 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL)

Trek Air B.V.
Beech Avenue 54'
1119 PW Schiphol Rijk
The Netherlands

DEALER CERTIFICATE NUMBER

AND TO its successors EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS DAY OF 2022

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Supreme Transport Organisation Pvt Ltd	DocuSigned by: Ammeet K Agarwal 50B3A43ECFE4499...	President & CEO
(foreign seller)	Ammeet K. Agarwal	

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING: HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

DocuSign Envelope ID: 08128B80-5E2F-48E2-86C0-7AD846B57410

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $ 1ove THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER	N420JP

AIRCRAFT MANUFACTURER & MODEL
Cessna 208B

AIRCRAFT SERIAL NUMBER
208B2420

DOES THIS DAY OF , 2022
HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL)

Props & Jets Inc.
3500 South Dupont Hwy.
Dover, DE 19901

DEALER CERTIFICATE NUMBER

AND TO its successors EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS DAY OF 2022

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Trek Air B.V. (foreign seller)	DocuSigned by: 40FEDCF0359C42F	President
	Michiel Kneefel	

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING: HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

AIRCRAFT PURCHASE AGREEMENT

This Aircraft As-Is Purchase Agreement ("Agreement") is made and entered into as of the 20rd day of July 2022 by and between **TREK AIR BV The Netherlands**("Buyer") and **Supreme Transport Organisation Pvt Ltd, a Private Limited Corporation established as per Companies Act of India** ("Seller").

RECITALS

A. Seller will be the owner of a certain Aircraft at the time of sale, as defined in Section 1 below.

B. Seller desires to sell the Aircraft to Buyer.

C. Buyer desires to purchase the Aircraft from Seller in accordance with the terms and conditions of this Agreement.

D. However, since the subject aircraft has incident history (runway overshoot) and is currently secured in dismantled condition at Jaipur Airport in Rajasthan, India, the BUYER prefers to buy the airplane AS IS WHERE IS. The SHIPPING and INSURANCE of such airplane shall be covered and borne by the BUYER.

E. In consideration of the mutual covenants herein, the parties hereby agree as follows:

SECTION 1. SUBJECT MATTER OF SALE. Subject to the provisions of this Agreement, Seller agrees to sell and Buyer agrees to purchase the following aircraft, as further described on Exhibit A:

Make & Model:	Cessna 208B
Serial Number:	208B2420
Registration Number:	VT-UDN
Make & Model of Engines:	P&W Canada PT6A-114A
Engine Serial Numbers:	PCE-PC2041

together 'AS IS WHERE IS' with all parts, avionics, instruments, and other equipment installed thereon and all other loose equipment as further described on Exhibit A, and all maintenance records, manuals, logbooks, diagrams, and data in Seller's possession that pertain to the operation and maintenance of the aircraft (all of the foregoing items collectively referred to as the "Aircraft").

SECTION 2. PURCHASE PRICE. The total purchase price for the Aircraft shall be USD$550,000 ("Purchase Price") which shall be payable to Seller at the time of delivery of the Aircraft, as provided for in Section 4 below.

SECTION 3. DEPOSIT. For this agreement to be in effect, Buyer will make a deposit in the sum of USD$550,000.00 ("Deposit") into escrow with POWELL AIRCRAFT TITLE SERVICES based in Oklahoma ("Escrow Agent") pursuant to the terms of this agreement.

SECTION 4. CLOSING. The closing of the transaction contemplated by this Agreement (the "Closing") shall be held on or before the _AS MUTUALLY AGREED BY BOTH PARTIES_, ("Closing Date"), unless extended in writing by both parties. Delivery of the Aircraft by Seller to Buyer shall take place at JAIPUR or any other AIRPORT/SEAPORT or such other place as may be mutually agreed upon by Seller and Buyer ("Delivery Location"). Relocation costs to be paid by Buyer. The Closing shall proceed in the following manner:

Supreme Transport Organisation Pvt Ltd Mumbai

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(i) On the Closing Date, Seller shall deliver the Aircraft free and clear of all liens and encumbrances, and with marketable title. Seller shall also provide copy of the DE-REGISTRATION of the aircraft from the Director General of Civil Aviation (DGCA) of the Govt of India.

(a) ESCROW will forward the Purchase Price of $550,000 to Seller as per seller's desired bank account, upon confirmation that the Bill of Sale is received together with confirmation of de-registration and No Objection Certificate from the ~Airport Authority of Jaipur that the shipment is cleared to leave with NO outstanding with the Maintenance Facility.
(b) file with the FAA the Bill of Sale, the Application for Registration, and any other escrowed documents to be filed with the FAA as agreed by Buyer and Seller, and (c) deliver to Buyer the Bill of Sale.
(c) Purchaser will have his Agent present at loading and handling his affairs to ensure swift shipment and closure.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF BUYER AND SELLER. Seller hereby represents and warrants as of the date hereof and the Closing Date as follows:

(i) Seller shall have as of the Closing Date good and marketable title to the Aircraft and on the Closing Date will deliver such title to Buyer free and clear of any liens, charges, security interests, or encumbrances of any kind;

(ii) Seller has full power, legal right, and authority to execute, deliver, and perform the provisions of this Agreement, and the Agreement is binding and enforceable in accordance with its terms;

(iii) Seller has paid all taxes, duties, penalties, charges, or invoices with respect to theAircraft incurred on and before the Closing Date, inclusive of any taxes attributable to the transaction contemplated herein that would be due to be paid by Seller or imposed by the Government of India as part of this sale; and

Supreme Transport Organisation Pvt Ltd Mumbai

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(iv) Seller has provided Buyer an opportunity to conduct a visual inspection of the Aircraft and an inspection of all maintenance records, manuals, logbooks, diagrams, and data in Seller's possession that pertain to the operation and maintenance of the Aircraft.

(v) The Aircraft will be delivered AS IS WHERE IS in DISMANTLED COMPLETE CONDITION

(vi) No person who owns a controlling interest in or otherwise controls Seller is or shall be (A) listed on the Specially Designated Nationals and Blocked Person List maintained by the U.S. Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (B) a person designated under Section 1(b), (c) or (d) of U.S. Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, and Seller is in compliance with all applicable laws, regulations, orders and government guidance in regard to foreign corrupt practices, and any similar, related or other governmental laws, regulations or orders, in each case to the extent applicable to the parties and transactions contemplated herein, including all applicable Bank Secrecy Act ("BSA") laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations.

(vii) Seller, and no Person who owns a direct or indirect interest in Seller, is a Person with whom a U.S. Person is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under U.S. law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.

(viii) Seller represents and warrants it is in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56 to the extent applicable to the parties and transactions contemplated herein.

Buyer hereby represents and warrants as of the date hereof and the Closing Date as follows:

(i) Buyer has full power, legal right, and authority to execute, deliver, and perform the provisions of this Agreement, and the Agreement is binding and enforceable in accordance with its terms;

(ii) Buyer has been provided by Seller an opportunity to conduct a visual inspection of the Aircraft and an inspection of all maintenance records, manuals, logbooks, diagrams, and data in Seller's possession that pertain to the operation and maintenance of the Aircraft;

(iii) Buyer represents and warrants and covenants that it has sufficient funding to purchase the Aircraft and that it shall only pay $550,000 towards purchase to the seller, which is inclusive of all taxes, duties and others paid

(iv) No person who owns a controlling interest in or otherwise controls Purchaser is or shall be (A) listed on the Specially Designated Nationals and Blocked Person List maintained by the U.S. Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (B) a person designated under Section 1(b), (c) or (d) of U.S. Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, and Purchaser is in compliance with all applicable laws, regulations, orders and government guidance in regard to foreign corrupt practices, and any similar, related or other governmental laws, regulations or orders, in each case to the extent applicable to the parties and transactions contemplated herein, including all applicable Bank Secrecy Act ("BSA") laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations.

Supreme Transport Organisation Pvt Ltd * Mumbai

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(v) Purchaser, and no Person who owns a direct or indirect interest in Purchaser, is a Person with whom a U.S. Person is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under U.S. law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.

(vi) Purchaser represents and warrants it is in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56 to the extent applicable to the parties and transactions contemplated herein.

SECTION 6. LIMITATION OF LIABILITY. THE AIRCRAFT IS BEING SOLD ON AN "AS IS" AND "WHERE IS" BASIS. THE SELLER'S EXPRESS WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, EXCEPT THE WARRANTY OF TITLE SET FORTH IN SECTION 5 ABOVE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES RELATING TO AIRWORTHINESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OR TRADE.

NEITHER PARTY SHALL BE LIABLE FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO THE AIRCRAFT, OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH CLAIMS ARISING OUT OF THIS AGREEMENT.

SECTION 7. TAXES, FEES, AND DUTIES. Except for any INDIA sales or use taxes, Buyer shall be responsible for any taxes, fees, and duties imposed by any other jurisdiction attributable to the transaction contemplated herein or the use of the Aircraft subsequent to the Closing Date, except that Buyer shall not be responsible for any of Seller's income tax obligations

SECTION 8. THIRD PARTY WARRANTIES. To the extent that any warranties or service plans from manufacturers, service providers, or suppliers are still in effect with respect to the Aircraft, and such rights are assignable without cost to Seller, such warranties and rights thereunder are hereby assigned to Buyer as of the Closing Date and any necessary consents or other documents evidencing such assignment will be included within the documents provided with the Aircraft.

SECTION 9. TRANSACTION COSTS AND EXPENSES. Buyer and Seller shall each pay fifty percent (50%) of all escrow fees. Except as otherwise expressly provided in this Agreement, each party shall bear its own transaction costs and expenses, including their respective legal fees and fees for any broker or finder retained by the party. Buyer and Seller may each pay their own closing costs at the title company of their own choosing.

SECTION 10. RISK OF LOSS. Seller shall bear full risk of loss with respect to the Aircraft until Buyer executes the Aircraft Delivery Receipt on the Closing Date, whereupon Buyer shall bear the risk of loss. In the event of material loss or damage to the Aircraft prior to the execution of the Aircraft Delivery Receipt that Seller, in its reasonable judgment, determines is not reasonably repairable prior to the Closing Date (such determination to be made and communicated in writing to Buyer within three (3) business days of the loss or damage to the Aircraft), Buyer shall be entitled to terminate this Agreement. Upon written notice from Buyer to Seller notifying Seller of Buyer's intent to terminate this Agreement in accordance with this Section, this Agreement shall terminate and, except for any obligations or liabilities arising prior to such termination, the parties shall be released from all obligations hereunder and the Deposit shall be immediately returned to the Buyer.

SECTION 11. DEFAULT. Failure of either Buyer or Seller to perform or comply with any of the terms and conditions of this Agreement shall constitute an "Event of Default" by such party. If an Event of Default occurs, the non-breaching party shall give notice of the Event of Default to the breaching party. If the breaching party fails to cure such Event of Default within three (3) business days of receiving notice, the non-breaching party may terminate the Agreement.

Supreme Transport Organisation Pvt. Ltd. Mumbai

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SECTION 12. FORCE MAJEURE. Neither Buyer nor Seller shall be liable for any failure to perform obligations under the Agreement to the extent beyond a party's control, including Acts of God or public enemy, war, insurrection, strikes, labor disputes, or domestic or foreign government regulations that prevent a party from meeting its obligations under the Agreement. If such force majeure prevents a party from meeting its obligations for more than thirty (30) days, the unaffected party may terminate the agreement and the Escrow Agent shall remit the Deposit to Buyer.

SECTION 13. CAPE TOWN CONVENTION. If the Aircraft's airframe and/or its engines qualify for registry on the International Registry created by the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment ("International Registry"), each of the parties agrees to register as transacting users with the International Registry. The parties authorize the Escrow Agent to take all steps necessary to register the sale of the Aircraft with the International Registry after the filing of the FAA Bill of Sale.

SECTION 14. GENERAL PROVISIONS

A. **Notice.** Notices hereunder shall be in writing and shall be deemed made when delivered by hand, or five (5) business days after being sent by registered mail, return receipt requested, postage prepaid, or on the next business day when sent by overnight courier or when transmitted by means of telecopy or other wire transmission (with request for assurance of receipt in a manner typical with respect to communications of that type and followed promptly with the original thereof) in each case at the address set forth below:

If to SELLER: Captain **Ammeet K Agarwal**
President & CEO
Supreme Transport Organisation Pvt Ltd
5B 34 Akshay Mittal Industrial Estate, MV Road,
Andheri East, Mumbai 400059 MH,
ammeet@supremeaviation.com
+91 9870811224

Supreme Transport Organisation Pvt Ltd Mumbai

If to BUYER: Mr Michiel Kneefel
President & CEO
Trek Air BV
Beech Avenue 54, 1119 PW Schiphol Rijk The Netherlands
trekair@gmail.com
+31654281518

If to Buyer's/Seller's ESCROW:
10005 S. Penn Ste. A
Oklahoma City, OK 73159
kim@airtitle.com
+1 800 776 7287
ATTN: Kimberly Thompson

B. **Entire Agreement.** The terms and conditions of this Agreement constitute the entire agreement between the parties and supersede all previous negotiations, representations, and agreements with respect to the subject matter herein.

C. **Amendment.** This Agreement may not be modified or amended except by a written instrument signed by an authorized signatory of each par

D. **Assignment:** Neither party may assign any of its rights or delegate any of its obligations under this Agreement without prior written consent of the other party, with consent shall not be unreasonably withheld. The Agreement will insure to the benefit of and will be binding upon each of the parties hereto and their respective and permitted assigns.

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Confidentiality. The terms and conditions of this Agreement and the transaction contemplated hereby shall remain strictly confidential and shall not be disclosed by either party without the prior written consent of the other party, except as required by law, to complete the transaction and related filings, or for the purpose of disclosure to its auditors and legal or other professional advisors.

E. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the United States of America, without regard to conflicts of law principles. Exclusive jurisdiction and venue over any disputes between the parties arising under this Agreement shall be in, and each party hereby submits to the jurisdiction of, the courts of the United States of America. Both Parties further agree to waive their rights to a jury trial and, instead, to bench trial only.

F. **Severability.** If any portion of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall be considered valid and enforceable as though such unenforceable provisions were not included herein.

G. **Counterparts.** This Agreement may be executed in several counterparts by each of the parties, all such counterparts to constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SELLER

Supreme Transport Organisation Pvt Ltd
5B 34 Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai 400059 MS India

By: _____

Name Captain Ammeter K Agarwal

Title: President and CEO

BUYER

Mr Michiel Kneefel
President & CEO
Trek Air BV
Beech Avenue 54, 1119 PW Schiphol Rijk The Netherlands
trekair@gmail.com
+31654281518

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EXHIBIT A

2013 Cessna Grand Caravan
VT-UDN
S/N: 208B2420

Approximate Total Time: 2170 **Approximate Landings:** 1667

ENGINE - Pratt and Whitney Canada PT6A-114 – 675 SHP s/n PCE-PC2041

Approximate Total Time: 2170 **Approximate Cycles:** 1688

PROPELLER – MISSING due to RUNWAY OVERSHOOT

EXTERIOR – Overall white with gray cargo pod, registration applied in vinyl decals

INTERIOR – 11 place commuter interior (two crew seats, three right hand two place seats opposite three single seats) with aft cabin baggage restraint –

AVIONICS - Garmin G1000 Integrated Cockpit System with two Primary Flight Displays and a center Multifunction Display

Dual Garmin Comms
Dual Garmin Navs
Dual Garmin GDC 74A Air Data Computers
Dual Garmin GRS 77 AHRS
Garmin GEA 71 Engine/Airframe Unit
Garmin GFC700 Autopilot / Yaw Damper
Garmin GTX-33 Mode S Transponder
Garmin GWX-68 Color Weather Radar
Garmin TAWS B
Garmin GMA 1374 Audio System
King KN-63 DME Receiver
King KR-87 ADF Receiver
King KRA-405B Radio Altimeter
King KTA-870 TCAS
King KHF-1050 HF Radio Provisions
FA2100 CVR/FDR Provisions

ADDITIONAL FEATURES:
TKS Deice System deactivated with removal of tank, filter and pump
Cargo Pod
Artex ME-406 2-Freq ELT
Dual Avionics Master Switch
Cabin PA System
Rudder Gust Lock STC

These specifications should be verified by buyer.

Suvarna Transport Organisation Pvt. Ltd. Mumbai

EXHIBIT B

AIRCRAFT DELIVERY RECEIPT

Pursuant to the terms of that certain Aircraft Purchase Agreement dated as of the ___day of _____, 2022 ("Agreement"), between Supreme Transport Organisation Pvt Ltd ("Buyer") and 208B Trading Company, LLC ("Seller"), Buyer hereby acknowledges full and satisfactory delivery and receipt of the following aircraft, as further described on Exhibit A to the Agreement:

Make & Model:	Cessna 208B
Serial Number:	208B2420
Registration Number:	VT-UDN
Make & Model of Engines:	P&W Canada PT6A-114A
Engine Serial Numbers:	PCE-PC2041

together with all parts, avionics, instruments, and other equipment installed thereon and all other loose equipment as further described on Exhibit A, and all maintenance records, manuals, logbooks, diagrams, and data in Seller's possession that pertain to the operation and maintenance of the aircraft (all of the foregoing items collectively referred to as the "Aircraft"). The Aircraft was received by Buyer on the date and time and at the location set forth below:

Delivery Location: _____

Video of packing shared by the SELLER and CONTAINERS are SEALED.

Date: _____

Time: _____

IN WITNESS WHEREOF, Buyer has executed this Aircraft Delivery Receipt as of the_____day of _____, 2022

BUYER

Mr Michiel Kneefel
President & CEO
Trek Air BV
Beech Avenue 54, 1119 PW Schiphol Rijk The Netherlands
trekair@gmail.com
+31654281518

By: _____ Name: _____
Title: _____

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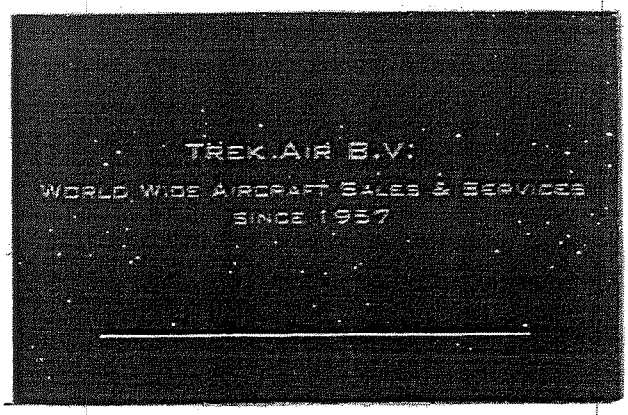
EXHIBIT C FAA

BILL OF SALE

$0 - 11



MICHIEL KNEEFEL
OWNER / DIRECTOR
FAA CERTIFIED INSPECTOR

TREKAIR@GMAIL.COM
BEECH AVENUE 54 MOB +31(0)654281518
1119PW SCHIPHOL-RIJK FAX +31(0)238901932
THE NETHERLANDS

INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

MUNDRA SEZ PORT, MUNDRA, GUJARAT

Port Code	SB No		SB Date
INMUN1	9651955		29-APR-23
IEC/Br	0314063978		0
GSTIN/TYPE	27AAMCS0611A2ZU GSN		
CB CODE	AAECA9987BCH004		
TYPE	INV	ITEM	CONT
Nos	1	1	0
PKG	1	G.WT KGS	2240

* SB22150520232331

PART - I - SHIPPING BILL SUMMARY

A STATUS

1.MODE	2.ASSESS	3.EXMN	4.JOBBING	5.MEIS	6.DBK	7.RODTP	8.DEEC/DFIA	9.DFRC	10.RE-EXP	11.LUT
SEA	Y	Y	N	N	N	N	N	N		Y

12.PORT OF LOADING	INMUN1 (Mundra)	13.COUNTRY OF FINALDESTINATIO	UNITED STATES
14.STATE OF ORIGIN	MAHARASHTRA	15.PORT OF FINAL DESTINATION	USFID (Florida)
16.PORT OF DISCHARGE	USFID (Florida)	17.COUNTRY OF DISCHARGE	UNITED STATES

B DECLARAN DETAILS

1.EXPORTER'S NAME & ADDRESS		7.CONSIGNEE NAME & ADDRESS	
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED		Intercontinental Commercial Aircraf	
5B.34, AKSHAY MITTAL INDUSTRIAL		Inc 3907 N Federal Hwy,#150.	
ESTATE, M.V. ROAD, ANDHERI EAST		Pompano Beach, FL. 33064.	
MUMBAI, MAHARASHTRA	2.Type Private	US	
3. AD CODE:	03001E8	8. GSTIN / TYPE	27AAMCS0611A2ZU GSN
4.RBI WAIVER NO.& DT		9.FOREX BANK A/C NO.	10XXXXXXXXX901
5.CB NAME	ASR LOGISTICS (INDIA) PVT.LTD	10.DBK BANK A/C NO.	
6.AEO		11. IFSC NO.	

C.VALU SUMMA

1.FOB VALUE	2.FREIGHT	3.INSURANC	4.DISCOU	5.COM
44770000	407000	4070	0	0
6.DEDUCTIONS	**7.P/C**		**8.DUTY**	**9.CESS**
0	0			

D. EX.PR.

1.DBK CLAIM	2. IGST AMT	3.CESS AMT
0		
4.IGST VALUE	**5.RODTEP AMT**	**6.ROSCTL AMT**
	0	0

E MANIFEST DETAILS

1.MAWB NO.	2.MAWB DT	3.HAWB NO.	4.HAWB DT	N.O.C.

4. CIN NO.	5. CIN DT.	6. CIN SITE ID
23PCEG0515766414400	15-MAY-23	INMUN1

F.INVOICE SUMMARY

1.SNO	2.INV NO.	3. INV AMT.	4.CURRENC
1	STOPL/01/2023	555050	USD

G. EQUIPMENT DETAILS

1.CONTAINER	2.SEAL	3.DATE	4.S No

H CHALLAN DETAILS

1SR.NO	2.CHALLAN NO	3.PAYMT DT	4.AMOUNT

I. ANNEX DETAILS

1.SEAL TYPE	2.NATURE OF CARGO	3.NO. OF PACKETS	4.NO. OF CONTAINERS	5.LOOSE PACKETS
WAREHOUSE SEALED	CONTAINERISED	1	0	0

6.MARKS & NUMBERS INVOICE NO.STOPL/AIRLINE/01/2023,DT:05/04/2023//LUT ARN NO.AD2704230116097,DT:05.04.2023.

J.PROCESS DETAILS

1.EVENT	2.DATE	3.TIME	4.LEO NO.	6/107
5.Submission	29-APR-23	13:27	6.LEO Date.	15-MAY-23
5.Assessment	29-APR-23	18:07	8.BRC Realisation Date	29-FEB-24
7.Examination	15-MAY-23	20:05		
9.LEO	15-MAY-23	23:30		

LUT EXPORT COPY

Validity unknown
Digitally signed by DS CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS 05
Date: 2023.05.15 23:33:38 IST
Reason: CUSTOMS
Location: INDIA

Glossary

A: ASSESS - Assessed, EXMN - Examined, MEIS - Merchantise Export Incentive Scheme, DBK - Drawback, ROSL - Rebate of State Levies, DEEC - Duty Exemption Entitlement Certificate, DFRC - Duty Free Replenishment Certificate,LUT - Letter of Under Taking. **B:** CB - Customs Broker AD Authoized Dealer , AEO - Authorized Economic Operator, UCR - Unique Customs Reference **C:** DISCOU - Discount, COM - Commission, P/C Packing Charges,**D:** EX. PR.- Export Promotions **E:** MAWB / HAWB - Master / House Airway Bill Number J:BRC- Bank Realisation Certificate

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INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

MUNDRA SEZ PORT, MUNDRA, GUJARAT

Port Code	SB No		SB Date
INMUN1	9651955		29-APR-23
IEC/Br	0314063978		0
GSTIN/TYPE	27AAMCS0611A2ZU GSN		
CB CODE	AAECA9987BCH004		
TYPE	INV	ITEM	CONT
Nos	1	1	0
PKG	1	G.WT KGS	2240

* SB22150520232331

PART - II - INVOICE DETAILS

A. REF

1.S.No	2.INVOICE No. & Dt.	3.P.O.No. & Dt.	4.LoC No. & Dt	5.Contract No.&Dt	6.AD code	7.INVTERM
1	STOPL/01/2023 05/04/2023				03001E8	CIF

B. TRANSACTION PARTIES

1.EXPORTER'S NAME & ADDRESS	2.BUYER'S NAME & ADDRESS
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED 5B.34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V. ROAD, ANDHERI EAST 400059	Trek Air BV Beech Avenue 54, 1119 PW Schiphol Rijk, The Netherlands
3.THIRD PARTY NAME & ADDRESS	**4.BUYER AEO STATUS**

C.VAL DTLS

1.INVOICE VALUE	2.FOB VALUE	3FREIGHT	4.INSURANCE	5DISCOUNT	6.COMMISON	7.DEDUCT	8.P/C	9.EXCHANGE RATE
555050	550000	5000	50	0	0	0		1 USD INR 81.4
USD	USD	USD	USD	USD	USD	USD		

D. ITEM DETAILS

1.ItemSNo	2.HS CD	3.DESCRIPTION	4.QUANTITY	5.UQC	6.RATE	7.VALUE(F/C)
1	88023000	VT-UDN Cessna Grand Caravan C208B 2013(O LD & USED AIRCRAFTS PARTS)-Without Engin e	1	SET	550000	550000

LET EXPORT

Glossary

A: Ref - Reference P.O. - Purchase Order, LoC - Letter of Credit, AD - Authorised Dealer C: VAL DTLS - Valuation Details
FOB - Freight On Board, DEDUCT - Deduction , P/C - Packing Charge D: HS CD - Harmonized System Code, UQC - Unit Quantity Code

Scan QR Code using ICETRAK Mobile App for authentication.
Visit ICEGATE portal to verify latest version*.

INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

MUNDRA SEZ PORT, MUNDRA, GUJARAT

Port Code	SB No		SB Date
INMUN1	9651955		29-APR-23
IEC/Br	0314063978		0
GSTIN/TYPE	27AAMCS0611A2ZU GSN		
CB CODE	AAECA9987BCH004		
TYPE	INV	ITEM	CONT
Nos	1	1	0
PKG	1	G.WT KGS	2240

* SB22150520232331

PART - III - ITEM DETAILS

1INVSN	2ITEMSN	3.HS CD	4.DESCRIPTION	5.QUANTITY	6UQC	7.RATE	8VALUE(F/C)	9.FOB (INR)	10.PMV
1	1	88023000	VT-UDN Cessna Grand Caravan C208B 2013(O LD & USED AIRCRAFTS PARTS)-Without Engin e	1	SET	550000	550000	44770000	49247000

11.DUTYAMT	12.CESS RT	13CESAMT	14.DBKCLMD	15.IGSTSTAT	16. IGST VALUE	17. IGST AMOUNT	18SCHCOD
			N	LUT			00

19. SCHEME DESCRIPTION	20. SQC MSR	21. SQC UQC	22. STATE OF ORIGIN	23. DISTRICT OF ORIGIN
Free SB Involving Remittance O	30	NOS	MAHARASHTRA	MUMBAI

24. PT Abroad	25.COMP CESS	26.END USE	27.FTA BENEFIT AVAILED	28. REWARD BENEFIT	29. THIRD PARTY ITEM
NCPTI	0 INR	GNX200	Y	No	N

INVOICE (1/1)

LET EXPORT COPY

SR Logistics (India) Pvt. Ltd. 31/10/2023

GLOSSARY

FOB - Freight On Board, HS CD Harmonized System Code, UQC - Unit Quantity Code, PMV - Present Market Value, CESAM - Cess Amount
IGSTSTA - IGST Payment Status, VAL - IGST Value, PAID - IGST Amount Paid, SCHCOD - Scheme Code, SQC MSR - Standard Quantity Measurement, comp - compensatory, PT Abroad - Preferential treatment Availed Abroad

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INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

MUNDRA SEZ PORT, MUNDRA, GUJARAT

Port Code	SB No	SB Date
INMUN1	9651955	29-APR-23

IEC/Br	0314063978	0
GSTIN/TYPE	27AAMCS0611A2ZU GSN	
CB CODE	AAECA9987BCH004	

TYPE	INV	ITEM	CONT
Nos	1	1	0
PKG	1	G.WT KGS	2240

* SB22150520232331

PART - IV - EXPORT SCHEME DETAILS

OTHER ADDITIONAL INFORMATION

A. DRAWBACK & ROSL CLAIM

1.INV SNO	2.ITEM SNO	3.DBK SNO.	4.QTY/WT	5.VALUE	6.RATE	7.DBK AMT	8.STALEV	9.CENLEV	10.ROSCTL AMT

B. AA / DFIA LICENCE DETAILS

1.INV SNO	2.ITEM SNO	3.LICENCE NO	4.DESCN OF EXPORT ITEM	5.EXP SNO	6.EXPQTY	7.UQC	8.FOB VALUE
		9.SION	10.DESCN OF IMPORT ITEM	11IMP SNO	12IMPQT	13.UQC	14.INDIG / IMP

C. JOBBING DETAILS

1.BE NO	2.BE DATE	3.PORT CODE	4.DESCN OF IMPORTED GOODS	5.QTY IMP	6.QTY USED

D. SINGLE WINDOW DECLARATION

1.INVSN	2.ITMSN	3.INFO	4.QUALIFIER	5.INFO CD	6.INFO TEXT	7.INFO MSR	8.UQC
1	1	CHR	SQC			30	NOS
1	1	ORC	STO	27			
1	1	ORC	DOO	482			
1	1	ORC	EPT	NCPTI			
1	1	DTY	GCESS			0	INR
1	1	DTY	RDT	RODTEPN	Not Claimed		

E. SINGLE WINDOW DECLARATION - CONSTITUENTS

1.INVSN	2.ITMSNO	3.C SNO	4.NAME	5.CODE	6.PERCENTAGE	7.YIELD PCT	8.ING

F. SINGLE WINDOW DECLARATION - CONTROL

1.INVSN	2.ITMSNO	3.CONTROL TYPE	4.LOCATION	5.ST DT	6.END DT	7.RES CD	8.RES TEXT

G.SUPPORTING DOCUMENTS

1.INVSN	2.ITMSNO	3 DOCTYPCD	4. ICEGATE ID	5. IRN	6.PARTY CD	7.ISSUE PLA	8.ISS DT	9.EXP DT
1	1	101000	ASRKDLMUIN	2023051300087605	NA	NA	15-MAY-23	16-MAY-23
1	1	331000	ASRKDLMUIN	2023042900059950		MUMBAI	05-APR-23	

H.INVOICE DETAILS

1.SNO	2.INVOICE NO	3.INVOICE AMOUNT	4.CURRENCY
1	STOPL/01/2023	555050	USD

I.CONTAINER DETAILS

1.SNO	2.CONTAINER	3.SEAL	4.DATE

J.AR4 DETAILS

1.INVSN	2.ITMSN	3.AR4 NUMBER	4.AR4 DATE	5.COMMISSIONERATE	6.DIVISION	7.RANGE

K. THIRD PARTY DETAILS

1.INVSN	2.ITMSN	3.IEC	4. EXPORTER NAME	5. ADDRESS	6.GSTN ID AND TYPE

L. ITEM MANUFACTURER/PRODUCER/GROWER DETAILS

1.INVSN	2.ITMSN	3.TYPE	4.MANUFACT CD	5.SOURCE STATE	6.TRANS CY	7.ADDRESS

M. RODTEP DETAILS

1.INVSN	2.ITMSN	3. QUANTITY	4. UQC	5. NO. OF UNITS	6. VALUE

Glossary

INVSN - Invoice Serial Number ITMSN - Item Serial Number **A:** DBK - Drawback, ROSL - Rebate of State Levies, **B:** DFIA - Duty Free Import Authorization, EXP - Export , IMP - Import , UQC-Unit Quanity CodeFOB - Freight On Board **D:** INFO - Information CD - Code MSR - Measuremen **E:** ING - Ingredient **F :** RES CD - Result Code, RES TXT - Result Text ST DT -Start Date **G:** IRN - Image Reference Number CD - Code PLA - Pla

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INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

MUNDRA SEZ PORT, MUNDRA, GUJARAT

Port Code	SB No		SB Date	
INMUN1	9651955		29-APR-23	
IEC/Br	0314063978			0
GSTIN/TYPE	27AAMCS0611A2ZU GSN			
CB CODE	AAECA9987BCH004			
TYPE	INV	ITEM		CONT
Nos	1	1		0
PKG	1	G.WT	KGS	2240

* SB221505202323331

PART - V - DECLARATIONS

A. DECLARATION STATEMENT

LET EXPORT COPY

B. AUTHORIZED SIGNATORY

DATE

PLACE

AUTHORIZED SIGNATORY

CHA NAME :AAECA9987BCH004

Scan QR Code using ICETRAK Mobile App for authentication.
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INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

MUNDRA SEZ PORT, MUNDRA, GUJARAT

Port Code	SB No	SB Date
INMUN1	9651955	29-APR-23
IEC/Br	0314063978	
GSTIN/TYPE	27AAMCS0611A2ZU GSN	
CB CODE	AAECA9987BCH004	

TYPE	INV	ITEM		CONT
Nos	1	1		1
PKG	1	G Wt	KGS	2240

SB35170520231910

Custodian Copy - Customs Gatepass - SB - Allowed for Movement

A LEO DTLS

1.Order No / date	6/107 — 15-MAY-23
2.Name of Officer	Sitaram Gangavishan Meena

B SB DTLS

3.Exporter	SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED
4.CHA	ASR LOGISTICS (INDIA) PVT.LTD.

C CARGO DTLS

5.SBNO / SBDT	9651955	29-APR-23	6.Port of Load	INMUN1	Cont	1
7.BL / MAWB NO			8.HBL / HAWB		Pkg	1
9.BL / MAWB DT			10.HBL/HAWB DT			
11.ROTN NO	544		12.ROTN DT	25-APR-05		
13. CIN NO	23PCEG0515766414400		14. CIN DT	15-MAY-23	15. CIN SITE ID	INMUN1
16.Marks & Nos	INVOICE NO.STOPL/AIRLINE/01/2023,DT:05/04/2023//LUT ARN NO.AD2704230116097,DT:05.04.2023.					

D EXAM DETAILS

14.Facilitation Category	RED CHANNEL
15.Instruction To Gate Officer	

E TRUCK DETAILS

16.Truck No	
17.Signature of the Officer (Let Export Order)	

Signature Not Verified
Digitally signed by DS CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS 05
Date: 2023.05.17 19:41:05 IST
Reason: CUSTOMS
Location: INDIA

Glossary

LEO - LET EXPORT ORDER

Gatepass Copy - SB - Allowed for Movement

INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

MUNDRA SEZ PORT, MUNDRA, GUJARAT

Port Code	SB No	SB Date		
INMUN1	9651955	29-APR-23		
IEC/Br	0314063978			
GSTIN/TYPE	27AAMCS0611A2ZU GSN			
CB CODE	AAECA9987BCH004			
TYPE	INV	ITEM		CONT
Nos	1	1		1
PKG	1	G Wt	KGS	2240

SB35170520231910

Customs Copy - Customs Gatepass - SB - Allowed for Movement

Gatepass Copy - SB - Allowed for Movement

A LEO DTLS

1.Order No / date	6/107 15-MAY-23
2.Name of Officer	Sitaram Gangavishan Meena

B SB DTLS

3.Exporter	SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED
4.CHA	ASR LOGISTICS (INDIA) PVT.LTD.

C CARGO DTLS

5.SBNO / SBDT	9651955	29-APR-23	6.Port of Load	INMUN1	Cont	1
7.BL / MAWB NO			8.HBL / HAWB		Pkg	1
9.BL / MAWB DT			10.HBL/HAWB DT			
11.ROTN NO	544		12.ROTN DT	25-APR-05		
13. CIN NO	23PCEG0515766414400		14. CIN DT	15-MAY-23	15. CIN SITE ID	INMUN1
16.Marks & Nos	INVOICE NO.STOPL/AIRLINE/01/2023,DT:05/04/2023//LUT ARN NO.AD2704230116097,DT:05.04.2023.					

D EXAM DETAILS

14.Facilitation Category	RED CHANNEL
15.Instruction To Gate Officer	

E TRUCK DETAILS

16.Truck No	
17.Signature of the Officer (Let Export Order)	

Glossary

LEO - LET EXPORT ORDER

Scan QR Code using ICETRAK Mobile App for authentication.

Visit ICEGATE portal to verify latest version.

INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

MUNDRA SEZ PORT, MUNDRA, GUJARAT

Port Code	SB No		SB Date
INMUN1	9651955		29-APR-23
IEC/Br	0314063978		
GSTIN/TYPE	27AAMCS0611A2ZU GSN		
CB CODE	AAECA9987BCH004		
TYPE	INV	ITEM	CONT
Nos	1	1	1
PKG	1	G Wt KGS	2240

SB3517052023191O

Exporter / Gate Copy - Customs Gatepass - SB - Allowed for Movement

A LEO DTLS	1.Order No / date	6/107	15-MAY-23				
	2.Name of Officer	Sitaram Gangavishan Meena					
B SB DTLS	3.Exporter	SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED					
	4.CHA	ASR LOGISTICS (INDIA) PVT.LTD.					
C CARGO DTLS	5.SBNO / SBDT	9651955	29-APR-23	6.Port of Load	INMUN1	Cont	1
	7.BL / MAWB NO			8.HBL / HAWB		Pkg	1
	9.BL / MAWB DT			10.HBL/HAWB DT			
	11.ROTN NO	544		12.ROTN DT	25-APR-05		
	13. CIN NO	23PCEG0515766414400		14. CIN DT	15-MAY-23	15. CIN SITE ID	INMUN1
	16.Marks & Nos	INVOICE NO.STOPL/AIRLINE/01/2023,DT:05/04/2023//LUT ARN NO.AD2704230116097,DT:05.04.2023.					

D EXAM DETAILS

14.Facilitation Category	RED CHANNEL
15.Instruction To Gate Officer	

E TRUCK DETAILS

16.Truck No	
17.Signature of the Officer (Let Export Order)	

ASR Logistics (India) Pvt. Ltd. 11/10/2

Glossary

LEO - LET EXPORT ORDER

Gatepass Copy - SB - Allowed for Movement

INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

MUNDRA SEZ PORT, MUNDRA, GUJARAT

Port Code	SB No	SB Date		
INMUN1	9651955	29-APR-23		
IEC/Br	0314063978			
GSTIN/TYPE	27AAMCS0611A2ZU GSN			
CB CODE	AAECA9987BCH004			
TYPE	INV	ITEM		CONT
Nos	1	1		1
PKG	1	G Wt	KGS	2240

SB35170520231910

CONTAINER DETAILS

1.SB NO	9651955	2.BL NO		3.BL DT	
4.SB DT	29-APR-23	5.HBL No		6.HBL Dt	
7.CIN					
8.Tot Pkg		9.Nature of Cargo	CONTAINERISED		
10.Sl No.	1 of 1	11.Container	HLBU1440101		
12.Seal		13.Seal Type	BTSL	14.Size	40

SB35170520231910

Gatepass Copy - SB - Allowed for Movement

Scan QR Code using ICETRAK Mobile App for authentication.

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INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

MUNDRA SEZ PORT, MUNDRA, GUJARAT

Port Code	SB No	SB Date
INMUN1	9651955	29-APR-23

IEC/Br	0314063978	0
GSTIN/TYPE	27AAMCS0611A2ZU GSN	
CB CODE	AAECA9987BCH004	

TYPE	INV	ITEM	CONT
Nos	1	1	0
PKG	1	G.WT KGS 2240	

SB2215052023233I

PART - I - SHIPPING BILL SUMMARY

A STATUS

1.MODE	2.ASSESS	3.EXMN	4.JOBBING	5.MEIS	6.DBK	7.RODTP	8.DEEC/DFIA	9.DFRC	10.RE-EXP	11.LUT
SEA	Y	Y	N	N	N	N	N	N		Y

B DECLARAN DETAILS

12.PORT OF LOADING	INMUN1 (Mundra)
14.STATE OF ORIGIN	MAHARASHTRA
16.PORT OF DISCHARGE	USFID (Florida)
1.EXPORTER'S NAME & ADDRESS	
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED	
58.34, AKSHAY MITTAL INDUSTRIAL	
ESTATE, M.V. ROAD, ANDHERI EAST	
MUMBAI, MAHARASHTRA	2.Type Private
3. AD CODE:	03001E8
4.RBI WAIVER NO.& DT	
5.CB NAME	ASR LOGISTICS (INDIA) PVT.LTD.
6.AEO	

13.COUNTRY OF FINAL DESTINATIO	UNITED STATES
15.PORT OF FINAL DESTINATION	USFID (Florida)
17.COUNTRY OF DISCHARGE	UNITED STATES
7.CONSIGNEE NAME & ADDRESS	
Intercontinental Commercial Aircraf	
Inc.3967 N Federal Hwy,#150.	
Pompano Beach, FL. 33064.	
US	
8.GSTIN / TYPE	27AAMCS0611A2ZU GSN
9.FOREX BANK A/C NO.	10XXXXXXXX901
10.DBK BANK A/C NO.	
11.IFSC NO.	

C.VALU SUMMA

1.FOB VALUE	2.FREIGHT	3.INSURANC	4.DISCOU	5.COM
44770000	407000	4070	0	0

6.DEDUCTIONS	7.P/C	8.DUTY	9.CESS
0	0		

D. EX.PR.

1.DBK CLAIM	2. IGST AMT	3.CESS AMT
0		

4.IGST VALUE	5.RODTEP AMT	6.ROSCTL AMT
	0	0

E MANIFEST DETAILS

1.MAWB NO.	2.MAWB DT	3.HAWB NO	4.HAWB DT	N.O.C.

F.INVOICE SUMMARY

1.SNO	2.INV NO.	3. INV AMT.	4.CURRENC
1	STOPL/01/2023	555050	USD

4. CIN NO.	5. CIN DT.	6. CIN SITE ID
23PCEG0515765414400	15-MAY-23	INMUN1

G. EQUIPMENT DETAILS

1.CONTAINER	2.SEAL	3.DATE	4.S.No
HLBU1446101-40		19/05/23	

H CHALLAN DETAILS

1SR NO	2.CHALLAN NO	3.PAYMT DT	4.AMOUNT
	HLC3173073-01		

I. ANNEX DETAILS

1.SEAL TYPE	2.NATURE OF CARGO	3.NO. OF PACKETS	4.NO. OF CONTAINERS	5.LOOSE PACKETS
WAREHOUSE SEALED	CONTAINERISED	1	0	0

6.MARKS & NUMBERS: INVOICE NO.STOPL/AIRLINE/01/2023,DT.05/04/2023//LUT ARN NO.AD270423011609 7,DT.05.04.2023.

LET EXPORT

PREVENTIVE OFFICER (DP)
CH , AP & SEZ, MUNDRA

J.PROCESS DETAILS

1.EVENT	2.DATE	3.TIME	4.LEO NO.	6/107
5.Submission	29-APR-23	13:27	5.LEO Date	15-MAY-23
6.Assessment	29-APR-23	18:07	8.BRC Realisation Date	29-FEB-24
7.Examination	15-MAY-23	20:05		
9.LEO	15-MAY-23	23:30		

Signature Not Verified
Digitally signed by DS CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS 05
Date: 2023.05.15 23:36:35 IST
Reason: CUSTOMS
Location: INDIA

Glossary

A: ASSESS - Assessed, EXMN - Examined, MEIS - Merchantise Export Incentive Scheme, DBK - Drawback, ROSL - Rebate of State Levies, DEEC - Duty Exemption Entitlement Certificate, DFRC - Duty Free Replenishment Certificate,LUT - Letter of Under Taking, B: CB - Customs Broker AD Autholzed Dealer , AEO - Authorized Economic Operator, UCR - Unique Customs Reference C: DISCOU - Discount, COM - Commission, P/C Packing Charges,D: EX. PR.- Export Promotions E: MAWB / HAWB - Master / House Airway Bill Number J:BRC- Bank Realisation Certificate

Scan QR Code using ICETRAK Mobile App for authentication.
Visit ICEGATE portal to verify latest version*.

Mundhra Container Freight Station Pvt. Ltd

FORM E-6

Bharat CFS Zone-I, Adani Port & Sez Ltd., Dist : Kutch - 370 421, Gujarat. Tel. : (02838) 296060/81

NO.: 1657

CONTAINER LOAD PLAN

CFS CODE : M/CFS LINE HAPAG NO. OF CONT STUFF IN S/B 01x40 DATE 16/05/23

S/B NO. 9651955 DESCRIPTION CESSNA GRAND EXPORTER SUPREME TRANSPORT

S/B NO. DATE 29/04/23 VCN NO. ACCOUNT ASR LOGISTICS

VESSEL NAME FPD FLORIDA POL GAPL MUNDRA

SR. NO.	CONTAINER NUMBER	SIZE	L. SEAL NO.	CARTING DATE	STUFFED PKGS.	CARGO WEIGHT	TARE WEIGHT	TOTAL WEIGHT	TIME S.T	TIME C.T	REMARKS IF ANY (C.SEAL)
01.	HLBU 1440101	40'			01	2240	3900	6140			

@ AS PER S/B WEIGHT
@ F/S

1. HAZAGEN
2. CARGO STUFFED IN SOUND CONDITION
3. CONTAINER FOUND NORMAL & WEAR TEAR
4. LASHING / CHOKING IF ANY IS ON PARTY'S ACCOUNT & CFS IS NOT RESPONSIBLE FOR ANY CLAIMS ARISING THERE OF LATER

SHRIN MARINE SERVICES MUNDRA
CFS SURVEYOR

CFS EXECUTIVE

ASR LOGISTICS (I) PVT. LTD.
CHA/AGENT

16/05/23
PRESENTIVE OFFICER (DP)
CH, AP & SEZ, MUNDRA

Mundhra Container Freight Station Pvt. Ltd

FORM E-6

Bharat CFS Zone-I, Adani Port & Sez Ltd., Dist : Kutch - 370 421, Gujarat. Tel. : (02838) 266060/61

NO.: 1657

CONTAINER LOAD PLAN

CFS CODE : M/CFS LINE HARAL NO. OF CONT STUFF IN S/B 01X40 DATE 16/05/23

S/B NO. 9651955 DESCRIPTION CESSNA GRAND EXPORTER SUPREME TRANSPORT

S/B NO. DATE 29/04/23 VCN NO. ACCOUNT ABR LOGISTICS

VESSEL NAME FPD FLORIDA POL KANDLA MUNDRA

SR. NO.	CONTAINER NUMBER	SIZE	L. SEAL NO.	CARTING DATE	STUFFED PKGS.	CARGO WEIGHT	TARE WEIGHT	TOTAL WEIGHT	TIME S.T	TIME C.T	REMARKS IF ANY (C.SEAL)
01.	HUBU 144010 1	40'			01	2240	3900	6140			
								@	& PER S/B WEIGHT		
								@	F/S		

1. HAZAGEN
2. CARGO STUFFED IN SOUND CONDITION
3. CONTAINER FOUND NORMAL & WEAR TEAR
4. LASHING / CHOKING IF ANY IS ON PARTY'S ACCOUNT & CFS IS NOT RESPONSIBLE FOR ANY CLAIMS ARISING THERE OF LATER

MARINE SERVICES MUNDRA
CFS SURVEYOR

CFS EXECUTIVE

CS (I) PVT. LTD. ASNL
CHA/AGENT

16/05/23
PREVENTIVE OFFICER (DP), CH, AP & SEZ, MUNDRA

Aircraft Delivery Receipt 37

INDEX PAGE

Aircraft Purchase Agreement Amendment: Cessna 208B2420 Date 7th of Febr 2023

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- Exhibit B Aircraft Delivery receipt

Page 3

- List of missing items

Page 4

- Exhibit A

Page 5

- Invoice No STOPL/AIRLINE /01/2022

Page 6

- Aircraft Purchase Agreement Amendment

1-6

7 Febr 2023

Michiel Knaefel
FAA Certified Inspector

Beech Avenue 54
1119PW Schiphol-Rijk

+31(0)654281518
trekair@gmail.com

EXHIBIT B

AIRCRAFT DELIVERY RECEIPT

Pursuant to the terms of that certain Aircraft Purchase Agreement dated as of the 7 day of Febr, 2022 ("Agreement"), between Supreme Transport Organisation Pvt Ltd ("Buyer") and 208B Trading Company, LLC ("Seller"), Buyer hereby acknowledges full and satisfactory delivery and receipt of the following aircraft, as further described on Exhibit A to the Agreement:

Make & Model:	Cessna 208B
Serial Number:	208B2420
Registration Number:	VT-UDN
Make & Model of Engines:	P&W Canada PT6A-114A
Engine Serial Numbers:	PCE-PC2041

together with all parts, avionics, instruments, and other equipment installed thereon and all other loose equipment as further described on Exhibit A, and all maintenance records, manuals, logbooks, diagrams, and data in Seller's possession that pertain to the operation and maintenance of the aircraft (all of the foregoing items collectively referred to as the "Aircraft"). The Aircraft was received by Buyer on the date and time and at the location set forth below:

Delivery Location: Jaipur Airport

Pictures ~~Video~~ of packing shared by the SELLER and CONTAINERS are SEALED.

Date: 7th Febr 2023

Time: 08:00 PM

IN WITNESS WHEREOF, Buyer has executed this Aircraft Delivery Receipt as of the_____day of _____, 2022

Mr Michiel Kneefel / Mr. Henrique Neves
President & CEO
Trek Air BV
Beech Avenue 54, 1119 PW Schiphol Rijk The Netherlands
trekair@gmail.com
+31654281518

BUYER

By: M. Kneefel Name:
Title: President

Missing items to be provided by seller / in accordance with the APA as observed during 9-11 loading the aircraft in the container..

Find attached list with the specific items

Michiel Kneefel
FAA Certified Inspector 2023
Beech Avenue 54 +31(0)654281518
1119PW Schiphol-Rijk trekair@gmail.com

Listing of missing items observed while loading the aircraft Cessna 208B2420 previous registration VT-UDN

Location: Jaipur Airport
Date: 7th of February 2023.

- Full set o f documents aircraft life history and maintenance history.
- Pilot Operating Handbook
- LH and RH wing Mounting struts
- 4 each LH and RH brake cylinders in cabin (pilot and co-pilot foot brakes)
- 2 each main gear brakes (LH and RH wheel assy)
- 1 each temperature air conditioning controller.
- Valve flow control PN 1H101-4
- Pressure regulator 1 each Part number 1 H75-21.
- Engine ignitor box
- Propeller Governor
- Propeller Overspeed Governor

This list is added to the Aircraft Delivery Receipt for the signed APA

Michiel Kneefel
FAA Certified Inspector

Beech Avenue 54 +31(0)654281518
1119PW Schiphol-Rijk trekair@gmail.com

3.6
7 Febr 2023

EXHIBIT A

2013 Cessna Grand Caravan
VT-UDN
S/N: 208B2420

Approximate Total Time: 2170 **Approximate Landings:** 1667

ENGINE - Pratt and Whitney Canada PT6A-114 – 675 SHP s/n PCE-PC2041

Approximate Total Time: 2170 **Approximate Cycles:** 1688

(1) **PROPELLER** – MISSING due to RUNWAY OVERSHOOT

EXTERIOR – Overall white with gray cargo pod, registration applied in vinyl decals

INTERIOR – 11 place commuter interior (two crew seats, three right hand two place seats opposite three single seats) with aft cabin baggage restraint –

AVIONICS - Garmin G1000 Integrated Cockpit System with two Primary Flight Displays and a center Multifunction Display

Dual Garmin Comms
Dual Garmin Navs
Dual Garmin GDC 74A Air Data Computers
Dual Garmin GRS 77 AHRS
Garmin GEA 71 Engine/Airframe Unit
Garmin GFC700 Autopilot / Yaw Damper
Garmin GTX-33 Mode S Transponder
Garmin GWX-68 Color Weather Radar
Garmin TAWS B
Garmin GMA 1374 Audio System
King KN-63 DME Receiver
King KR-87 ADF Receiver
King KRA-405B Radio Altimeter
King KTA-870 TCAS
King KHF-1050 HF Radio Provisions
FA2100 CVR/FDR Provisions

(2) **ADDITIONAL FEATURES:**
TKS Deice System deactivated with removal of tank, filter and pump
Cargo Pod
Artex ME-406 2-Freq ELT
Dual Avionics Master Switch
Cabin PA System
Rudder Gust Lock STC

1 + 2 = correct. / missing

These specifications should be verified by buyer.

Supreme Transport Organisation Pvt Ltd Mumbai

4-6
7 Febr 2023

Michiel Kneefel
FAA Certified Inspector
Beech Avenue 54 +31(0)654281518
1119PW Schiphol-Rijk treKair@gmail.com

8-11

SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

No# 429, 4c Main, 5th Cross, HRBR Layout, II Block, Kalyan Nagar, Bangalore- 560043
Tel +91 93414 54341 Email bengaluru@stopl.in Website www.stopl.in

INVOICE

No. STOPL/AIRLINE/01/2022 Date: 10th December 2022

Buyer Name:-
Mr. Michiel Kneefel, President & CEO Trek Air BV, Beech Avenue 54, 1119 PW Schiphol Rijk, The Netherlands trekair@gmail.com +31654281518 Escrow Agent: POWELL AIRCRAFT TITLE SERVICE S. Penn Ste A, Oklahoma City OK 73159 Tel: +1 405 685 4858 Contact Person: Ms. Chandra Crawford

Delivery Location:-
Supreme Transport Organisation Pvt Ltd Jaipur International Airport Sanganer, Jaipur Registered Add: Supreme Transport Organisation Pvt Ltd 5B 34 Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai 400059 Contact Person: Capt Ammeet K Agarwal Contact No.: +91 9870811224 Tel No.: 02242383930 GSTIN NO.: 27AAMCS0611A2ZU ammeet@supremeaviation.com

Sr.	Particular	Qty	Amount
1.	SALE of VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 AS IS WHERE IS as per AGREEMENT dated 20th July 2022	1	US $550,000
A	ADVANCE to be remitted on or before 15th December 2022 to the following account: Account Name - Supreme Transport Organisation Private Limited Bank Name - Bank of India Ac no: - 004420110000823 IFSC: - BKID0000044 Branch: - Turbhe Branch, Navi Mumbai		US $60,000
B	BALANCE OUTSTANDING TO BE REMITTED AT THE TIME OF DELIVERY OF AIRCRAFT AT JAIPUR		US $490,000

Supreme Transport Organisation Pvt Ltd MUMBAI

For Supreme Transport Organisation Pvt Ltd

Authorized Signatory

Michiel Kneefel
FAA Certified Inspector

Beech Avenue 54 +31(0)654281518
1119PW Schiphol-Rijk trekair@gmail.com

5.6 7 Febr 2023

Aircraft Purchase Agreement Amendment.
Aircraft Cessna 208B2420
Date: 7th of February 2023.

Its the seller desire to alter the agreement between :

Buyer : Trek Air BV
Seller: Supreme Transport Organisation PvT LTD.

The purchase amount for the aircraft in accordance with the Agreement and invoice is to be wired to:

Original:
Supreme Transport Organistaion Privat Limited
Bank Name: Bank of India
Acc No: 004420110000823
IFSC: BKID 0000044
Branch : Turbhe Branch , Navi Mumbai

Altered 1
SUPREME TRANSPORT ORGANISATION PVT LTD
Bank of Baroda
Sakinaka Branch, Mumbai 400072
IFSC: BARB0SAKINA
A/C #: 04720200000561
Routing# 400012057
Seller requires the account change:

For the payment of USD$ 60,000.— to: (payment was provided as requested)

Altered 2

Seller desires to receive the outstanding of the payment of USD$ 490,000.— on hold in Escrow payment for the purchase and final payment for the aircraft on his:

Shorelight Limited ,
8 Sandmoor Drive,
Leeds , York ,
Northyorkshire , UK ,
LS17 7DG

With details:

Lloyds Bank Andover Branch Leeds City CTR
Sort code: 30-98-93
Account number : 77480568
BIC: LOYDGB21229
IBAN: GB34LOYD 30989377 480569

Approved: Date:

Buyer:
Trek Air BV

M.Kneefel

Stamp:
Michiel Kneefel
FAA Certified Inspector

Beech Avenue 54 +31(0)654281518
1119PW Schiphol-Rijk trekair@gmail.com

Seller:
Supreme Transport Organisation Pvt LTD

A.Agerwal

Stamp:

6-6
7 Febr 2023

Supreme Aviation Inc ^ Ammeet K Agarwal

From:	Chandra Crawford <chandra@airtitle.com>
Sent:	08 February 2023 01:18
To:	'Supreme Aviation Inc ^ Ammeet K Agarwal'
Cc:	'Trek Air Trek Air'; icaircraftinc@gmail.com
Subject:	RE: N420JP
Attachments:	N420JP.pdf

So you can see the deductions with incoming and outgoing wire transfers where fees were deducted.

Chandra Crawford
Escrow Agent
Powell Aircraft Title Service
405-685-4858 (ph)
405-759-2287 (fx)
www.airtitle.com

NAFA

member of NBAA

From: Chandra Crawford <chandra@airtitle.com>
Sent: Tuesday, February 7, 2023 1:06 PM
To: 'Supreme Aviation Inc ^ Ammeet K Agarwal' <ammeet@supremeaviation.com>
Cc: 'Trek Air Trek Air' <trekair@gmail.com>; 'icaircraftinc@gmail.com' <icaircraftinc@gmail.com>
Subject: RE: N420JP

Please see copy of out going wire transfer to Supreme Aviation. The balance in escrow was $489,847.00 from all the wire transfer fees that were deducted when the outgoing wires kept getting returned. Then I have taken out ½ escrow fee of $2,500.00 so the wire went out in the amount of $487,347.00.

Chandra Crawford
Escrow Agent
Powell Aircraft Title Service
405-685-4858 (ph)
405-759-2287 (fx)
www.airtitle.com

NAFA

member of NBAA

From: Supreme Aviation Inc ^ Ammeet K Agarwal <ammeet@supremeaviation.com>
Sent: Tuesday, February 7, 2023 10:58 AM
To: 'Chandra Crawford' <chandra@airtitle.com>
Cc: 'Trek Air Trek Air' <trekair@gmail.com>; icaircraftinc@gmail.com
Subject: RE: N420JP
Importance: High

Dear Chandra,

Please find attached. looking forward to wire confirmation. As soon as I receive confirmation, my next email immediately would be to airport for exit of container with the airplane.

Thanks,

H.E. Captain Ammeet K Agarwal

President & CEO
Supreme Aviation
+1 469 348 3662
+91 9870811224

From: Chandra Crawford [mailto:chandra@airtitle.com]
Sent: 07 February 2023 21:58
To: 'Supreme Aviation Inc ^ Ammeet K Agarwal'
Cc: 'Trek Air Trek Air'
Subject: N420JP

Ammeet,

Find attached the amendment to be signed by the seller which will authorize me to release payment to the desired account.

As soon as this amendment is signed and returned, Escrow will promptly release the full amount which is held in your Escrow account.

The confirmation of payment will be sent to you at once.

The container is loaded and ready for truck collection.
You will need to inform the airport for the release accordingly as soon as you have received payment confirmation.

Chandra Crawford
Escrow Agent
Powell Aircraft Title Service
405-685-4858 (ph)
405-759-2287 (fx)
www.airtitle.com

NAFA

member of NBAA

46

Re: To produce your statement and Document

TR trekair@gmail.com <trekair@gmail.com>
Thu, 20 Jun 2024 2:11:22 PM +0530

To "Unit Five EOW" <srpiunit5.eowmum@mahapolice.gov.in>

Dear Madame

I am repeating the email as requested

With kind regards

Michiel Kneefe

TA B.V Servicing the Aviation Industry since 1957

Telephone number: +31(0)654281518
Telefax number: +31(0)238901932

Address
Beech Avenue 54 1119 PW
Schiphol-Rijk
The Netherlands

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Op ma 17 jun 2024 om 12:01 schreef Trek Air Trek Air <trekair@gmail.com>

> Dear Miss Waghmare;
>
> Reference to your email with questions, please find my answers in this email.
>
> Thank you for the compliment, however I was born on 12 September 1958 which leads to the age of 65.
>
> I must thank you very much for your hard work and assistance to have this matter resolved.

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As you can see in my answers, we did not only receive the aircraft, we lost money to a great extent and are still paying on a daily basis for what we have not received and paid for in full.

That Justice will prevail !!!

Yours Sincerely,

Michiel Kneefel

Your questions:

1- Do you know english language ?

Answer: Yes

2- What is your professional background?

Answer: Self-employed business man , Pilot, FAA certified Inspector (United States of America) , EASA 66 Aircraft Engineer, 45 years active in aviation sold over 200 aircraft worldwide.

3- What is the current nature of business

Answer: Aircraft maintenance , certification, modification, aircraft trading world wide, ferry delivery worldwide, consultancy

4-What is nature of business of following companies in which you are holding position of director and shareholder?

Answer: Trek Air BV established in 1952 , Sole owner and 100 %l share holder , for details see question 3.

5- How did you get the information about the Aircraft breakdown?

Answer: Did were found on the internet under www.flightsafety.org.

6- How do you know Mr Vikas Shukla? Have you given Power Of Attorney to Vikas Shukla?

Answer: I got in touch with Mr. Vikas Shukla through a lawyer Mr. Rishi Sood who was actively engaged in the family disputes of the Directors of the Supreme Company. Yes I have issued a POA to Mr Vikas Shukla dated.24.11.2023.

7-How did you get in touch Mr Ammeet Agarwal?

48

Answer: Per Email, Telephone , Whatsapp.

8- What was your deal?

Answer: Acquiring, Purchasing the aircraft Cessna 208 / VT-UDN

9- Describe your deal or Agreement?

Answer: All details to be found in the mutually signed agreement between Seller : Ammeet Agarwal Supreme Purchaser: Trek Air Michiel Kneefel for the aircraft VT-UDN
We agreed to purchase the aircraft in compleet - as is where is - condition, with clear title and no missing parts and or logbooks.
We paid in full and did not receive ANYTHING. Although Ammeet made promises after promises.

10- What was the total cost of the aircraft?

Answer: Total cost for the purchase : USD$ 565,000.-- Total out of pocket currently USD$ 1.200.000,-- and rising due to interest payments, lawyer costs legal advise costs etc etc

11- Did you take the said Aircraft from Ammeet Agarwal and sell it to Henrik ?

Answer: No we are business partners and mutual investors, working under each own identity.(Company)

12- Have you taken delivery of the said aircraft at Jaipur port ?

Answer: No,we have taken acceptance under the agreement at the airport which was signed by Seller and Purchaser, the container was loaded onto the truck at the airport after the truck moved the container to the Port, we were not present at the Port. We could not take delivery due to the fact that the Logbooks were missing and there was and is for more than USD$ 100,000.-- missing parts which Agarwal agreed to deliver.
We used a professional transport company to deliver the container from the airport to its final destination for which we have prepaid.
We have prepaid all costs and the full purchase amount Ammeet Agarwal had promised to be present for the handover etc. He never showed up.

It's more than clear and obvious that this transaction is a scam well thought over by the President and Shareholder of the Company Mr Kamal Aggarwal and his son who is nothing more than an employee of the Company. Try to imagine how the case would have looked if there was not a family business relationship between Father and Son. Question: why was the money sent to Shorellight in the UK and not the Axis bank or the Company account?

29

13-Have you transferred money for the said Aircraft from Jaipur to Mundra Port ?

Answer : Yes we have prepaid the transport which would include the shipping per container vessel. Prepayment had to occur to ensure the transport.

14- To which account have you transferred money to purchase the aircraft?

Answer: The amount of USD$ 565,000.-- was wired to the Escrow Account that was set up and ordered by the Seller Ammeet Agarwal in accordance to the sales agreement which was orchestrated by Ammeet Agarwal

We have initially transferred $60,000 USD on the 10.01.2023 to Supreme Transport Organisation Pvt Ltd's Bank of Baroda Account in Mumbai

FOR THE OUTSTANDINGS WITH THE AIRPORT OF INDIA and later $4,90,000 USD on the 07.02.2023 TO THE ESCROW ACCOUNT , WE ONLY WORK WITH ESCROW ACCOUNT TO AVOID ANY ISSUES IN REGARDS TO MONEY LAUNDRY ETC. IT WAS AMMEET WHO WANTED TO USE AIRTITLE / CHANDRA CRAWFORD.
WE NORMALLY WORK WITH AERO TITLE ESCROW SERVICE.

UPON TECHNICAL SIGNING THE TECHNICAL ACCEPTANCE WITH OUR REMARKS OF MISSING PARTS ETC IT WAS THE SELLER/ ESCROW ACCOUNT HOLDER, WHO REQUIRED THE FUNDS OUT OF ESCROW TO BE WIRED TO SHORELIGHT LIMITED. IN REALITY THE ESCROW ACCOUNT HOLDER IS NOT OBLIGATED TO INFORM THE PURCHASER, WHERE THE FUNDS HAS TO BE WIRED TO, HOWEVER DUE TO THE LISTING AS THE SIDE LETTER AS ADDITIONAL REQUIREMENT WE HAVE ADDED THIS INFORMATION TO THE CONTRACT FOR WHICH AMMEET SIGNED. IT'S BETWEEN THE ESCROW AND THE SELLER TO DETERMINE WHERE FUNDS HAVE TO BE WIRED TO ITS NOT TO THE PURCHASER TO DECIDE WHERE THE FUNDS HAVE THE ARRIVE AS FINAL.
ITS AMMEET AGGARWAL WHO INSTRUCTED AND ACCEPTED THE PAYMENT TO THE ACCOUNT OF SHORELIGHT LIMITED.
QUESTION ; DID THE GROUP OF SHAREHOLDERS AGREE THIS TRANSFER ? DID THE PRESIDENT KAMAL AGGARWAL APPROVE THIS TRANSFER TO THE LLOYDS BANK IN THE UNITED KINGDOM BASED UPON THE INSTRUCTIONS OF AMMEET AGGARWAL ?

15- How much money have you transferred for buying the aircraft ?

Answer: We have transferred the total of **USD$ 565,000.--**. (please do not set aside the expenses we have paid and interest we have paid to the Bank)

16- Explain in brief how Ammeet Agarwal has cheated you?

Answer: By stealing our money and to NOT deliver what we have paid for (The aircraft , Logbooks and missing parts) Ammeet did not only steal from us.
He has stolen from the owners and shareholders from the company, stolen from the AXIS Bank, stolen from the State of India and committed money laundering.
Ammeet agreed to sell the aircraft to us.

He NEVER informed me that the company Supreme Transport Organisation Pvt Ltd which owned the Aircraft had several on-going disputes in the court of law AND WAS ALREADY CLOSE TO INSOLVENCY. He signed an agreement which say : clear title which is NOT the case etc

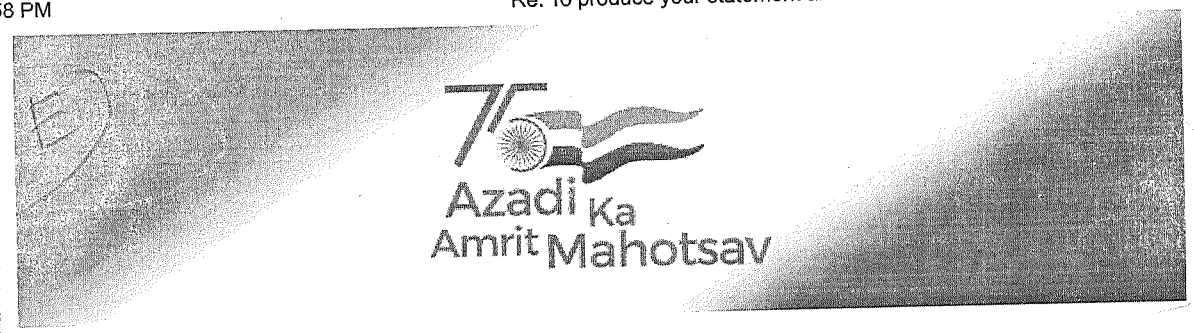
> He collected the full consideration for the Aircraft and additionally made us pay all the miscellaneous costs to get the aircraft shipped out of India. Later on, due to issues between Ammeet & Customs department at Mundra and further issues in the company got the Aircraft stuck at Mundra Port.

> After many months of the Aircraft getting stuck, Ammeet started ignoring our calls WHICH HE DID FROM THE BEGINNING ON AFTER HE HAD RECEIVED THE PAYMENT for the aircraft and refused to return our money as well. Still we are at the same situation without the Aircraft or the Money plus increasing expenceses by the day.

WE WANT TO BE ABLE TO UNDERSTAND WHAT WE DID WRONGLY?
WE HAVE BOUGHT AND SOLD AIRCRAFT WORLDWIDE FOR THE LAST 40 YEARS AND HAVE NEVER BEEN TREATED AS SUCH.

Op ma 17 jun 2024 om 08:53 schreef Unit Five EOW <srpiunit5.eowmum@mahapolice.gov.in>:

> Respected Sir/ Madam,
>
> Kindly see the attached notice and submit replay as soon as possible.
>
> With Regards,
> Swapna Waghmare
> API , Unit -VII
> Mob No.-9766566945
> ECONOMIC OFFENCES WING, MUMBAI



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TA **B.V** **Servicing the Aviation Industry since 1957**

Telephone number: +31(0)654281518

Avenue 54 1119 PW

Telefax number: +31(0)238901932

The Netherlands

Address

Beech

Schiphol-Rijk

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जबाब

दि.०३/११/२०२५

नाव : श्री रविंद्र भाग्या नारायण पांडे , वय-३१ वर्षे, जन्मतारिख -०५/०५/१९९४
पत्ता - एच-२, ६७ तिसरा माळा, बेंगाली बस्ती, महावीर एन्क्लेव, पालम गांव, साउथ वेस्ट, दिल्ली ११००४५, मो.नं.९९९९०४६३७४
आधार कार्ड क्र.९८२२ ५५६१ १७२२ ईमेल -rawindra111@gmail.com

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मी वरील प्रमाणे असुन वर नमुद पत्त्यावर २०१८ पासुन भाड्याचे घरामध्ये रहावयास आहे. माझे सोबत माझी पत्नी नामे सौ.अमृता कुमारी पांडे, वय २८ वर्षे, मुलगी कु.जिवा पांडे वय १ वर्ष हा राहत आहे. माझे मुळ गाव बिरर, तहसील सुरसंड, जिल्हा सितामढी, बिहार हे असुन तेथे माझे आईवडील राहतात. Flyd Aerospares Pvt. Ltd. नावाची कंपनी सन २०१८ मध्ये स्थापन केली असुन या कंपनीमध्ये माझी पत्नी संचालक सौ.अमृता कुमारी पांडे आणि मित्र रामानंद मिश्रा हे दोघे संचालक आहेत. माझे शिक्षण अर्थशास्त्रामध्ये पदवीपर्यंत झाले असुन Flyd Aerospares Pvt. Ltd. कपंनीमध्ये मी मॅनेजर म्हणुन नोकरी करतो. कंपनीचे कार्यालय घर क्र. ८/९, तळमजला, मेहराम नगर, नवि दिल्ली ११००३७ येथे आहे. Flyd Aerospares Pvt. Ltd., कपंनीचे व्यवसाय खाजगी विमान आणि हेलिकॉप्टर यांचे स्पेअर पार्ट्स आयात निर्यात करणे तसेच खरेदि विक्री करणे आहे.

आर्थिक गुन्हे शाखा,मुंबई येथे दाखल गुन्हा रजि क्र.३२/२४ कलम-४०९,४२०,४६५,४६७, ४६८,४७१,३४ भादवि या गुन्हयाच्या तपासकामी हजर राहणेबाबत मला मिळालेल्या सुचनापत्रावरून आजरोजी मी स्वत: आर्थिक गुन्हे विभाग, कक्ष-५, कार्यालयात हजर राहुन गुन्हयाचे अनुषंगाने विचारलेवरून जबाब देत आहे. माझे ओळखीचा पुरावा म्हणुन मी माझे आधारकार्डची छायांकित प्रत आपणास देत आहे.

आपण मला VT-UDN Cessna Grand Caravan C2080 2013 (old & used Aircraft Parts) याबाबत विचारलेवरून सांगतो की, मेसर्स इंटरकॉन्टिनेंटल कमर्शियल एअरक्राफ्ट, इंक. यूएसए हि कपंनी विमानाचे खरेदि विक्री व्यवसायात असुन कंपनीचे मालक Luiz Henrique Neves Da Silva हे असुन त्यांचेशी आमचे कंपनीचा २०२२ पासुन व्यवसाय असुन यापुर्वी त्यांना बेंगलोर येथील एक डॅमेज्ड एअरक्राप्ट रिपअर करण्यासाठी मदत केली आहे. Luiz Henrique यांनी ऑगस्ट २०२२ चे सुमारास मला फोनव्दारे संपर्क करून त्यांचे कपंनीचा सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लिमिटेड यांचेशी त्यांचा विमान खरेदि व्यवहार झाल्याबाबत माहिती दिली व विमान निर्यात करण्यासाठी आम्हाला आवश्यक मदत करण्याची

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विनंती केली होती. त्यानंतर त्यांचेशी अनेकवेळा यासंदर्भात चर्चा झाली होती व काही कागदपत्र त्यांनी मेलव्दारे किंवा व्हॉट्सॲपव्दारे पाठविले होते परंतु त्यांसदर्भात ईमेल सध्या माझेकडे उपलब्ध नाहीत. या व्यवहारात मी पुर्वीचे संबधामुळे वैयक्तिक मदत करित होतो. औपचारीक/कार्यालयीन कोणताही करार आमचे कंपनीचा कोणाशीही झालेला नव्हता. Luiz Henrique सप्टेबर/ऑक्टोर २०२२ मध्ये भारतातध्ये आले तेव्हा माझी त्यांचेशी जयपूर येथे भेट झाली होती, त्यांची टिम बेंगलोर येथे आलेली होती तेथील काम संपल्यानंतर फेब्रुवारी २०२३ च्या सुमारास मेसर्स इंटरकॉन्टिनेंटल कमर्शियल एअरक्राफ्ट, इंक कंपनीची टिम जयपूर येथे आली त्यांनी VT-UDN Cessna Grand Caravan एअरक्राप्टचे पार्ट्स वेगवेगळे करून दिले होते त्याचे लोडिंगकरिता आम्हाला कंटेनरची व्यवस्था करण्यास सांगीतल्याने आम्ही Emirates Ocean Express Ship Pvt. Ltd. कंपनीला याबाबत माहिती दिली व त्यांनी Hapag-Lloyd India Pvt.Ltd. 501, 5th floor, satellite, gazebo, B wing, Guru Hargovindji Marg, Andheri (East), Mumbai 93 कंपनीचे कंटेनर बुक करून जयपूर येथे पाठविले त्यामध्ये एअरक्राप्टचे पार्टस लोड करण्यात आले होते. त्यावेळी Luiz Henrique यांनी मला सर्व पेमेंट देण्यात आले असल्याचे सुध्दा सांगीतले, जयपूर विमानतळ येथून एरअपोर्ट गेटपास देण्यात आली तेव्हा मी दिल्ली येथे परत आलो होतो त्यानंतर एक/दोन दिवसांनी एअरक्राप्टचे पार्टस मुंद्रा येथे पाठविण्यात आले होते.

मुंद्रा येथे एअरक्राप्टचे पार्ट्स पोहचल्यानंतर Hapag-Lloyd Pvt.Ltd. यांनी त्यांचे माहितीनुसार M/s. ASR Logisitics (India) Pvt. Ltd., यांना कस्टम क्लिअरन्सचे काम दिले होते. Henrique यांनी मला विनंती केली होती कि शिर्पींग बिल आमचे कंपनीचे नावाने दाखल करावे कारण त्यांचे सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. कंपनीसोबत त्यांचे काहीनाकाही किरकोळ वाद सुरू आहेत त्यामुळे क्लिअरन्स करिता प्रत्येक वेळी त्यांचेशी संपर्क साधणे शक्य होणार नाही. त्यावर मी आमचे नावाने शिपींग बिल पास होणार नाही याची पुर्वसूचना दिली तरीसुध्दा हेन्रीक यांनी आग्रह धरल्याने मी शिर्पींग बिलची चेकलिस्ट बनविण्याकरिता M/s. ASR Logisitics (India) Pvt. Ltd., यांना इन्व्हॉईस कॉपी पाठविली होती. परंतु कस्टम विभागाने विमानाची मालकी M/s Flyd Aerospares Pvt. Ltd., कडे नसल्याने सदर माल शिर्पींग करण्याचा प्रस्ताव नामंजूर करून कस्टम विभागाचे वतीने सदर VT-UDN Cessna Grand Caravan C2080 2013 (old & used Aircraft Parts) यावर जीएसटी शुल्कभरणा केला नसल्याचे कारण दर्शवून सदर कंटेनर अडकावून ठेवला व सदर प्रकरण चौकशीकरिता SIIB (Special Information and Investigation Branch) यांना पाठविले होते त्यांनी चौकशी सुरू करून सर्वाना कारणे दाखवा नोटीस बजावली होती. या

प्रकरणात मला मिळलेल्या नोटीसवरून मी दि.०६/०४/२०२३ रोजी जबाब दिला आहे. त्यावेळी मला या प्रकरणात असलेले M/s Intercontinental Commercial Aircraft, INC, USA यांचा consignee आणि M/s Trek Air BV, The Netherlands यांचा खरेदिदार Supreme Transport Organisation Pvt. Ltd. विक्रेते आणि Powel Aircraft Escro Service हे एस्क्रो ऐजंट असल्याबाबत सविस्तर माहिती मिळाली त्यापुर्वी यासंदर्भात हेन्रीक यांचेशी याबाबत कोणतीही चर्चा झाली नव्हती व हेन्रीक व्यतिरीक्त इतर तीन कंपन्याचे कोणतेही प्रतिनीधी यांचेशी माझी कोणतीही भेट किंवा चर्चा झाली नव्हती. चौकशीनंतर कस्टम विभागाने क्लिअरन्स दिल्यानंतर सुप्रिम ट्रान्सपोर्ट कपंनीचे नावाने शिर्पींग कागदपत्र पाठविण्यात आले होते त्यावरून सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन कपंनीचे वतीने शिर्पींग बिल न.९६५१९५५ दि.२९/०४/२०२३ हे वतीने निर्गमीत केले होते ज्यामध्ये M/s Intercontinental Commercial Aircraft, INC, USA यांचा consignee आणि M/s Trek Air BV, The Netherlands यांचा खरेदिदार म्हणुन उल्लेख आहे.

दि.१५/०५/२०२३ रोज LEO (Let Export Order) आदेश दिला आहे. LEO आदेश दिल्यानंतर सदर शिप करण्याकरिता कोणताही प्रतिबंध नव्हता परंतु त्यानंतर कस्टम विभागाकडून माहिती मिळाली कि, एनसीएलटी न्यायालयाने मुंद्रा पोर्ट प्रशासनास सदरचे विमानाचे पार्ट्स अमेरीका येथे पाठविण्यास मनाई आदेश दिनांक १८/०५/२०२३ रोजी पारीत केल्याबाबत त्यांना आदेश प्राप्त झाल्याने त्यांनी नमूद विमानाचे पार्ट्स हे कस्टम विभाग, मुंद्रा पोर्ट यांनी अटकावून ठेवले आहे. तेव्हापासुन सदर विमानाचे पार्ट्स मुंद्रा येथे कंटेनर मध्येच अडकून पडलेले आहेत.

या प्रकरणात आमचा सुरवातीपासुन M/s Intercontinental Commercial Aircraft, INC., कंपनीसोबत व्यवहार झाला असुन आम्ही त्यांना केलेल्या मदतीकरिता आम्हाला M/s Intercontinental Commercial Aircraft, INC., कंपनीकडून अंदाजे १० ते १२ लाख रू मिळणार होते परंतु विमानाचे पार्ट्स मुंद्रा येथे कंटेनर मध्येच अडकून पडल्याने अद्याप कोणतीही रक्कम मिळालेली नाही. याबाबत हेन्रिक यांचेशी बोलणी केली तेव्हा एअरक्राप्ट मिळताच पेमेंट देण्याचे सांगत आहे.

उपलब्ध कागदपत्रावरून M/s Intercontinental Commercial Aircraft, INC., कंपनीने विमानाचे पार्ट्स खरेदी केले असुन M/s TREK AIR BV कंपनीला Buyer असे नमुद केले आहे. M/s Supreme Transport Organisation Pvt. Ltd. कंपनी निर्यातदार असल्याचे नमुद आहे परंतु प्रत्यक्षात या कंपनीसोबत व त्यांचे संबधीत व्यक्ति यांचेसोबत माझा किंवा कंपनीचे कर्मचारी यांचा कोणताही संबध आलेला नाही. आमची रक्कम आम्हाला अद्याप मिळालेले नसल्याने कंपनीचे बँक खातेउतारा व लेजरबुक यामध्ये याबाबत

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कोणतीही नोंद नाही. आपण विचारलेप्रमाणे M/s Intercontinental Commercial Aircraft, INC, M/s TREK AIR BV, M/s Supreme Transport Organisation Pvt. Ltd. कंपनीसोबत आमचा कोणताही करारनामा झालेला नाही. या प्रकरणात मी स्वत:हुन सांगतो कि, जयपूर विमानतळ येथुन VT-UDN Cessna Grand Caravan C2080 2013 (old & used Aircraft Parts) इंजिन काढुन ते पिकअप वाहनाव्दारे दिल्ली येथे आणण्यात आले होते. पिकअप वाहनाचा तपशील माझेकडे नाही. दिल्ली येथुन Flyd Aerospares Pvt. Ltd. कपंनीचे नावाने शिपीग बिल तयार करून विमान इंजिन विक्रीऐवजी स्क्रॅप असल्याचे व मुळ पुरवठादार यांना परत करीत असल्याचे दर्शविण्यात येवून कस्टम क्लिअरन्स करण्यात आले. हे सर्व हेन्रिक यांचे सांगणेवरून करण्यात आले होते. त्यानंतर दिल्ली येथुन KLM Cargo vide AWB No.07459095610 नुसार दि.१७/०२/२०२३ रोजीचे शिर्पीग बिलव्दारा Intercontinental Commercial Aircraft Inc, Miami (Florida State) USA येथे निर्यात करून पाठविण्यात आले होते. M/s Intercontinental Commercial Aircraft, INC आणि M/s TREK AIR BV यांना या प्रकरणातील सर्व माहिती एअरक्राप्टचे इंजिन काढुन ते विमानाव्दारे M/s Intercontinental Commercial Aircraft, INC यांना पाठविल्याची बाब M/s TREK AIR BV यांनासुध्दा माहिती होती. माझया थकित रक्कमेच्या मागणीकरिता मी जेव्हा Luiz Henrique यांचेशी चर्चा केली तेव्हा इंजिन ला प्राप्त झाल्याचे कोणाला सांगू नका असे सांगीतले होते मला तेव्हा व्यावसायीक गुपीत असेल असे वाटल्याने त्याबाबत विशेष काही वाटले नाही. परंतु मुंबई येथुन सुचनापत्र प्राप्त झाल्यावर मला याबाबत उलगडा झाला आहे. आपणाकडून मिळालेल्या माहितीनुसार ४,९०,००० युएसडी रक्कम श्री टिब्रेवाल यांनी एस्क्रो खात्यात परत केली आहे व अंदाजे ४ करोड रू किंमतीचे VT-UDN Cessna Grand Caravan C2080 विमानाचे इंजिन Intercontinental Commercial Aircraft Inc, यांना मिळालेले असल्याने यामध्ये त्यांचे कोणतेही आर्थिक नुकसान झाले नसुन दुप्पट लाभ/फायदा झाला आहे. इंजिन निर्यात केल्याबाबत एअरवे बिल/ट्रॅकिंग न. इत्यादिच्या प्रती नंतर मी ईमेलव्दारे आपणास पाठवितो. जबाबासोबत खालीलप्रमाणे कागदपत्राच्या छायांकित प्रती स्वयंसाक्षांकित करून देत आहे.

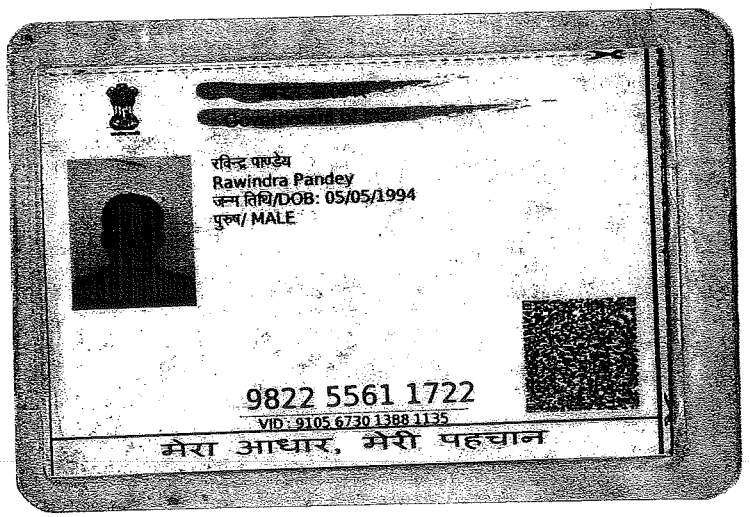
1) Bank statements of M/s. Flyd Aero spares Pvt Ltd.
2) Copy of Aircraft Purchase Agreement between M/s Supreme Transport Organization Pvt Ltd. and M/s TREK AIR BV, The Netherlands.
3) Copy of Aircraft Purchase Agreement between M/s TREK AIR BV and M/s Intercontinental Commercial Aircraft Inc,.
4) Copy of Certificate of De-registration dated 13.05.2022 issued by the Directorate of General of Civil Aviation issued in the name of Last registered Owner M/s Supreme Transport Organization Pvt Ltd.

5) Copy of shipping bill check list, dated. 13.02.2023 filed by M/s. Flyd Aero spares Pvt. Ltd.
6) Copy of Airport entry passes of Mr. Luiz Henrique Neves Da Silva, Carlos Cesar and Ravindra pandey that was issued by BCAS for load the aircraft,
7) Copy of container booking copy and gate pass, Shiping Bill, NOC by Airport Authority of India Jaipur, Invoice of Supremen Transport Organisation Pvt. Ltd. to Treck Air BV, Statement of Trek Air BV

मला इंग्रजी, हिंदी भाषा समजतात, माझा वरीलप्रमाणे जबाब मराठीत नोंदविलेला असुन तो मी वाचून बघीतला, मला हिंदीमध्ये समजावून सांगीतला आहे. तो माझे सांगणे प्रमाणे बरोबर व खरा आहे.

समक्ष,

(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक,
आ.गु.वि., कक्ष-५, (ज.चि.३), मुंबई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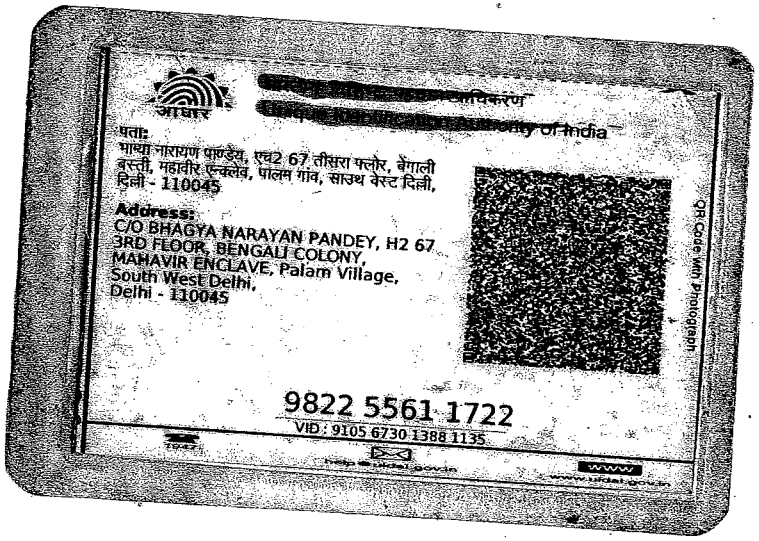
रविन्द्र पाण्डेय
Rawindra Pandey
जन्म तिथि/DOB: 05/05/1994
पुरुष/ MALE
9822 5561 1722
VID: 9105 6730 1388 1135
मेरा आधार, मेरी पहचान


आधार
नामांकन
Government of India
पता:
भाग्या नारायण पाण्डेय, एच2 67 तीसरा फ्लोर, बेंगाली बस्ती, महावीर एन्क्लेव, पालम गांव, साउथ वेस्ट दिल्ली, दिल्ली - 110045
Address:
C/O BHAGYA NARAYAN PANDEY, H2 67 3RD FLOOR, BENGALI COLONY, MAHAVIR ENCLAVE, Palam Village, South West Delhi, Delhi - 110045
9822 5561 1722
VID : 9105 6730 1388 1135
QR Code With Photograph
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जबाब

दि.१७/१०/२०२५

नाव : श्री राजेंद्र सिंह, सुखदेव सिंह राव, वय-५४ वर्षे, जन्मतारिख - २६/११/१९७१

पत्ता - १०१ ए, भगतानी क्रिष्णंग बिल्डींग, पहिला माळा, सी.एस. बी विंग, दत्तात्रय रोड,

१६-सी, सांताक्रुज पश्चिम मुंबई ४०० ०५४, मो.नं.९८२०३३०९११

आधार कार्ड क्र.६४४१ १७८५ ६३६७ ईमेल -asr102@rediffmail.com

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मी वरील प्रमाणे असुन वर नमुद पत्त्यावर मे २०११ पासुन माझे कुंटूबियासह रहावयास आहे. माझे सोबत माझी पत्नी नामे सौ.वंदना राव, वय ४७ वर्षे, आमचा मुलगा मंथन राव वय २० वर्ष हा पर्डियू युनिर्वसिटी, इंडीयाना राज्य, अमेरीका येथे शिक्षण घेत आहे. माझा कस्टम क्लिअरन्स आणि शिर्पींगचा व्यवसाय असून व्यवसायाकरिता मी M/s. ASR Logisitics (India) Pvt. Ltd., नावाची कंपनी सन २००४ मध्ये स्थापन केली आहे. कंपनीमध्ये मी आणि माझी पत्नी संचालक आहे. कपंनीचे मुख्य कार्यालय रूम न.२६, दुसरा मजला, २८२ खांडके बिल्डींग, शहिद भगतसिंह रोड, फोर्ट मुंबई ०१ येथे आहे याशिवाय दिल्ली, जयपूर, मुंद्रा येथे सुध्दा कार्यालय आहेत.

आर्थिक गुन्हे शाखा,मुंबई येथे दाखल गुन्हा रजि क्र.३२/२४ कलम-४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४ भादवि या गुन्हयाच्या तपासकामी हजर राहणेबाबत मला मिळालेल्या सुचनापत्रावरून आजरोजी मी स्वत: आर्थिक गुन्हे विभाग, कक्ष-५, कार्यालयात हजर राहुन गुन्हयाचे अनुषंगाने विचारलेवरून जबाब देत आहे. माझे ओळखीचा पुरावा म्हणुन मी माझे आधारकाडे आपणासमक्ष दाखविले आहे.

आपण मला VT-UDN Cessna Grand Caravan C2080 2013 (old & used Aircraft Parts) याची कस्टम क्लिअरन्स बाबत विचारलेवरून सांगतो की, दिल्ली येथील कंपनी Emirates Ocean Express Ship Pvt. Ltd. या कंपनीसोबत पुर्वी एक दोनवेळा कस्टम क्लिअरन्सचे काम केले होते. कंपनीमधील अधिकारी श्री रोशन झा मो.क्र.८५९५०५७९०५ यांनी मला जानेवारी २०२३ मध्ये जयपूर कार्यालयात फोन करून डॅमेज्ड एअरक्राप्ट पार्ट्सचे कस्टम क्लिअरन्स करण्याचा प्रस्ताव दिला त्याला आम्हा सुरवातीला नकार दिला कारण तांत्रीकदृष्टया हे काम अवघड होते व माझे जयपूर येथील कार्यालयात केवळ तीनच कर्मचारी काम करित होते. यादरम्यान रोशन झा यांनी Hapag-Lloyd Pvt.Ltd. 501, 5th floor, satellite, gazebo, B wing, Guru Hargovindji Marg, Andheri (East), Mumbai 93 कंपनीचे कंटेनर यामधुन VT-UDN Cessna Grand Caravan C2080 2013 (old & used Aircraft Parts)

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जयपूर विमानतळ येथून मुंद्रा पोर्ट येथे १० फेब्रुवारी २०२३ मध्ये आणले होते. त्यांनतर रोशन झा यांनी आमचे मुंद्रा येथील कार्यालयातील कर्मचारी घनश्याम दारजी यांना फोन केला व सांगीतले की, फ्रि शिंपीग बिलचा माल आहे, त्यामुळे जास्त अडचण नाही आणि राजेंद्र सिंग राव यांना म्हणजे मला सुध्दा बोलणे झाले व मी होकार दिल्याचे खोटे सांगीतले त्याला घनश्याम दारजी यांनी मला न विचारता त्याचे फ्रि शिर्पीगचे दैनंदिन काम असल्यामुळे कागदपत्र पाठविण्यास सांगीतले होते. रोशन झा यांनी त्यांचे ईमेल export@ Emiratesshippings.com यावरून आमचे ईमेल docsmun@asrlogistics.co यावर सर्व कागदपत्र पाठविले होते. सुरवातीला M/s Flyd Aerospares Pvt. Ltd., कंपनी एक्सपोर्टर असल्याबाबत VGM (Verified Gross Mass), पॅकिंग लिस्ट व टॅक्स इन्व्हॉईस कागदपत्र पाठविले त्याआधारे घनश्याम दारजी यांनी फाईल तयार करून कस्टम विभागात ऑनलाईन पध्दतीने प्रोसेसिंग करिता सादर केली होती. परंतु कस्टम विभागाने विमानाची मालकी M/s Flyd Aerospares Pvt. Ltd., कडे नसल्याने सदर माल शिर्पींग करण्याचा प्रस्ताव नामंजूर केला होता. त्याबाबत M/s Flyd Aerospares Pvt. Ltd., कंपनीला आम्ही कळविल्यानंतर त्यांनी सुप्रिम ट्रान्सपोर्ट कंपनीचे नावाने कागदपत्र पाठविले होते.

सुप्रिम ट्रान्सपोर्ट कपंनीने सदर कागदपत्रामध्ये कंपनीचे लेटरहेडवर पॅकिंग लिस्ट व टॅक्स इन्व्हॉईस होते त्यावर सदर एअरक्राप्टचे पार्ट्स हे सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन कपंनीचे मालकिचे असुन ते निर्यातदार आहेत तर इंटरकॉन्टीनेंन्टल कमर्शिअल एअरक्रास्ट आयएनसी आयात करणारे असल्याचे दिसुन येत होते तसेच Director General of Foreign Trade विभागाचे आयात निर्यात निर्यात कोड यावरून कंपनीचे मालक कमल अग्रवाल असल्याचे दिसुन येत होते. पंजाब नॅशनल बँकेचे अथॉरिटी लेटर, त्यावरून कमल अग्रवाल यांची स्वाक्षरी पडताळणी केलेली होती. आधार कार्ड, पॅन कार्ड, जीएसटी रजिस्ट्रेशन, सुप्रिम ट्रान्सपोर्ट कंपनीचे सीए यांचे प्रमाणपत्र यावरून कागदपत्र ठिक असल्याने घनश्याम दारजी यांनी फाईल तयार करून कस्टम विभागात ऑनलाईन पध्दतीने प्रोसेसिंग करिता सादर केली होती. शिर्पींग बिल न.९६५१९५५ दि.२९/०४/२०२३ हे आमही सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. कंपनीचे वतीने निर्गमी केले होते ज्यामध्ये M/s Intercontinental Commercial Aircraft, INC, USA यांचा consignee आणि M/s Trek Air BV, The Netherlands यांचा खरेदिदार म्हणुन उल्लेख आहे.

त्यानंतर कस्टम विभागाचे वतीने सदर VT-UDN Cessna Grand Caravan C2080 2013 (old & used Aircraft Parts) यावर जीएसटी शुल्कभरणा केला नसल्याचे कारण दर्शवून सदर कंटेनर अडकावून ठेवला व सदर प्रकरण चौकशीकरिता SIIB (Special Information and Investigation Branch) यांना

पाठविले होते त्यांनी चौकशी सुरू करून सर्वांना कारणे दाखवा नोटीस बजावली होती. या प्रकरणात मला मिळलेल्या नोटीसवरून मी दि.०१/०५/२०२३ रोजी जबाब दिला आहे. जबाबामध्ये मी सांगीतले आहे की, सदर एअरक्राप्ट पार्ट्सचा माल हा फ्रि शिपींग पध्दतीने पाठविण्यात येत असुन त्याकरिता शासनाची कोणताही जीएसटी आकारण्याची तरतुद नाही. तरीसुध्दा कस्टम विभागाचे अधिकारी यांनी पुर्ण चौकशी करून शेवटी दि.१५/०५/२०२३ रोजी पत्र क्र.२१२/२०२३ नुसार सदर मालावर कोणतेशी शुल्क आकारण्या येवू नये असे आदेश उपआयुक्त, कस्टम विभाग, मुंद्रा यांनी दिले आहेत आणि त्याचदिवश दि. १५/०५/२०२३ रोज LEO (Let Export Order) आदेश दिला आहे. LEO आदेश दिल्यानंतर सदर शिप करण्याकरिता कोणताही प्रतिबंध नव्हता त्यामुळे आमचे काम संपले होते त्यामुळे आम्ही आमचे कस्टम क्लिअरन्सचे १,८३,७५६ रू आणि ९४७८६ रू रक्कमेचे दोन इन्व्हॉईस दि.१७/०५/२०२३ रोजी Emirates Ocean Express Ship Pvt. Ltd. कंपनीला पाठविले व रोशन झा यांना लवकरात लवकर पेमेंट करण्याची विंनती केली होती. परंतु नमुद कंपनीने आमचे पेमेंट दिले नाही. यादरम्यान आम्हाला कस्टम विभागाकडून माहिती मिळाली कि, एनसीएलटी न्यायालयाने मुंद्रा पोर्ट प्रशासनास सदरचे विमानाचे पार्ट्स अमेरीका येथे पाठविण्यास मनाई आदेश दिनांक १८/०५/२०२३ रोजी पारीत केल्याबाबत त्यांना आदेश प्राप्त झाल्याने त्यांनी नमूद विमानाचे पार्ट्स हे कस्टम विभाग, मुंद्रा पोर्ट यांनी अटकावून ठेवले आहे. तेव्हापासुन सदर विमानाचे पार्ट्स मुंद्रा येथे कंटेनर मध्येच अडकून पडलेले आहेत.

या प्रकरणात आमचा सुरवातीला M/s Flyd Aerospares Pvt. Ltd. कंपनीसोबत व त्यानंतर Emirates Ocean Express Ship Pvt. Ltd. या कंपनीसोबत प्रत्यक्ष संपर्क आला आहे. कंपनीने दिलेल्या प्रस्तावावरून पुढील काम झाल्याने आम्ही त्यांचेनावाने अंदाजे २.७९ लाख रू चे इन्व्हॉइस दिले असुन ते अद्याप आम्हाला मिळालेले नाही. आमचेकडे सादर करण्यात आलेल्या कागदपत्रावरून M/s Intercontinental Commercial Aircraft, INC., कंपनीने विमानाचे पार्ट्स खरेदी केले असुन M/s TREK AIR BV कंपनीला Notify other then consignee असे नमुद केले आहे. M/s Supreme Transport Organisation Pvt. Ltd. कंपनी निर्यातदार असल्याचे नमुद आहे परंतु प्रत्यक्षात या कंपनीसोबत व त्यांचे संबधीत व्यक्ति यांचेसोबत माझा किंवा कंपनीचे कर्मचारी यांचा कोणताही संबध आलेला नाही. आपण विचारलेप्रमाणे Flyd Aerospares Pvt. Ltd. आणि M/s. ASR Logisitics (India) Pvt. Ltd., यांचेमध्ये कोणताही करारनामा झालेला नाही. M/s.ASR Logisitics (India) Pvt. Ltd. कंपनीने Emirates Ocean Express Ship Pvt. Ltd. या कंपनीसोबत प्रत्यक्ष संपर्क आला आहे. कंपनीने दिलेल्या प्रस्तावावरून पुढील काम झाल्याने आम्ही त्यांचेनावाने अंदाजे २.७९ लाख रू चे

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इन्हॉइस दिले असुन ते अद्याप आम्हाला मिळालेले नसल्याने कंपनीचे बँक खातेउतारा व लेजरबुक यामध्ये याबाबत कोणतीही नोंद नाही. मी जबाबासोबत Emirates Ocean Express Ship Pvt. Ltd., आणि Flyd Aerospares Pvt. Ltd. कंपनीसोबत करण्यात आलेला ईमेल्सच्या प्रती, कंपनीसोबत नमुद कंपन्यानी सादर केलेल कागदपत्राच्या छायांकित प्रती स्वयंसाक्षांकित करून देत आहे.

मला इंग्रजी, हिंदी, मराठी भाषा समजतात, माझा वरीलप्रमाणे जबाब मराठीत नोंदविलेला असुन तो मी तसेच माझे सहकारी प्रकाश तळेकर यांनी वाचून बघीतला, मला हिंदीमध्ये समजावून सांगीतला आहे. तो माझे सांगणे प्रमाणे बरोबर व खरा आहे.

समक्ष,

(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक,
आ.गु.वि., कक्ष-५, (ज.चि.३), मुंबई

Statement **Dated 15/05/2024**

Mr. Shubhkaran Shreechand Jain, aged 80 years, Occupation- Practicing Company Secretary, Add – Flat No. 702, Sumer Apartment, Shankar Ghanekar Road, Prabhadevi, Mumbai 400025. Mobile No. 9619643088.

I am residing at the above given address with my wife Reshamdevi Jain, Son Manojkumar Jain and his wife Deepa Jain since 1997. Said property is owned by my son and wife.

In response to telephonic conversation received from WAPI Swapna Waghmare attached to EOW, Mumbai. Today, I appear before her. She apprised me about EOW CR No. 32/2024 U/s 409, 420, 465, 467, 471, 34 IPC. and enquired me about order passed by National Company Law Tribunal, Mumbai Bench, Mumbai dated 25/04/2017 in respect C.P No. 88/(MAH)/2015. In respect to said query my statement is as under.

1) I am a practicing company secretary holding certificate of practice issued by Institute of Company Secretaries of India (ICSI) having Certificate No. 3076 issued in year 1999.
2) Being practicing company secretary I am rendering my professional services to various companies/clients/individuals in their cases filed before NCLT, SAT, SEBI, NCLAT and other forum.
3) I am a proprietor of M/s S.K. Jain & Co. having office at Office No. 11, Friends Union Premises CHS, 227 P. Demello Road, Fort, Mumbai 400 001 through said proprietorship firm I am rendering professional services to various clients.
4) In the year 2015 one Mr. Satish Kishanlal Agarwal and others has filed Petition No. C.P No. 88/(MAH)/2015 against M/s Supreme Transport Organisation Pvt. Ltd. and others before Company Law Board, Western Region, Mumbai in regards to oppression and mismanagement in M/s Supreme Transport Organisation Pvt. Ltd.
5) In the said Petition M/s Supreme Transport Organisation Pvt. Ltd. has approached me render my services in said matter and authorised me to appear on behalf of said company.
6) In or about year 2017 said petition was transferred to NCLT Mumbai Bench for final adjudication.
7) During hearing of said petition, petitioners alleged before NCLT that respondent company i.e. M/s Supreme Transport Organisation Pvt. Ltd. is going to sell some properties. Based on that I enquired with from my client Mr. Ameet Agarwal who is representing to respondent company and holding the position of director. He has informed me that company was not selling the property.

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8) Based of the information by respondent company I made submission before NCLT Mumbai Bench on 25/04/2017 that company was not selling the property.

9) On basic of my submission on behalf of respondent company NCLT, Mumbai passed order mentioning "**that the company not selling the property of the company, we don't find any urgency in this case**" I am submitting copy of NCLT order dated 25/04/2017 with my statement.

10) In the year 2023 on Mr. Vimal Agarwal and another has filled Contempt Application 04 of 2023 under section 425 of Companies Act 2013 against M/s Supreme Transport Organisation Pvt. Ltd. and others in which they have made following prayers which is illustrated as under.

   a) To cancel all the said transactions undertaken in violation of the orders of this Hon'ble Tribunal dated 25/04/2017 and 05/12/2022.

   b) Cancel the sale of Aircraft VT-UDN Cessna Grand Caravan currently lying at the Mundra Sea Port and bring it back to the company.

On 19/12/2023 NCLT has dismissed the said Petition by making following observation.

" On perusal of order dated 25/04/2017, we find that there was a statement from the respondents that company is not selling the property, but no order came to be passed by this Bench. Further, this came to be recorded on the issue of urgent hearing in the case and the then Bench adjourned the matter to next date after holding that "we don't find any urgency in this case" We find it difficult to hold that said statement may hold good even after five years in the absence of any court order which may have a binding affect. Simply record of the statement of the party cannot be construed as disobedience of the order."

I am submitting the order passed by NCLT dated 25/04/2017 with my statement. As per the order passed by NCLT on above petition/ application on dated 25/04/2017 and 19/12/2023 NCLT has not passed any stay order on Aircraft VT-UDN Cessna Grand Caravan.

Furthermore, I am not aware any of the other orders passed by NCLT, Mumbai Bench in respect to Aircraft VT-UDN Cessna Grand Caravan.

As I am not conversant with Marathi thus giving my statement in English and has explained to me it is correctly recorded as per my knowledge and belief.

Before Me,

(Swapna Waghmare)
Asst. Police Inspector,
EOW,Unit- 7, Mumbai

Order dated 25/04/2017

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ANNEXURE – A

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

C.P No. 88/(MAH)/2015

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 25.04.2017

NAME OF THE PARTIES: Mr. Satish Kisanlal Agarwal & Ors.
V/s.
M/s. Supreme Transport Organisation Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397/398 & 235 of the Companies Act 1956 and 241/242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1.	Rishi Soon	Adv for P-1 & 2	[signature]
2	Dr S. K. J[illegible]	PCS for Resp R1 to 5	[signature]

ORDER

CP 88/397-398,235/NCLT/MUM/MH/2015

For the respondent company secretary appearing on behalf of the respondent side stated that the company not selling the property of the company, we don't find any urgency in this case.

List this case on 13-06-2017.

Sd/-
V. NALLASENAPATHY
Member (Technical)

Sd/-
B.S.V. PRAKASH KUMAR
Member (Judicial)

Certified True Copy
Copy issued "free of cost"

Contempt order dated 19/12/2023

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THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH-I

Contempt Application 04 OF 2023

Under Section 425 of the Companies Act, 2013

Mr. Vimal Agrawal & Another

...Applicant

Vs.

Mr. Kamal N. Agrawal & others

...Contemnors

In

Company Application 625 OF 2022

Under Companies Act, 2013

Mr. Vimal Agrawal & Another

...Applicant

Vs.

Supreme Transport Organisation Pvt. Ltd. & Others

...Respondent

In the matter of

Company Petition 88 OF 2015

Under Section 397-398 of the Companies Act, 1956

Mr. Satish Kisanlal Agrawal (Deceased) & others

...Petitioners

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THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH-I

Contempt Application 04 OF 2023
In
Company Application 625 OF 2022
In
Company Petition 88 OF 2015

Vs.

Supreme Transport Organisation Pvt. Ltd.
& Others
...Respondents

Order delivered on: 19/12/2023

Coram:

Shri Prabhat Kumar
Hon'ble Member (Technical)

Justice Shri V.G. Bisht
Hon'ble Member (Judicial)

Appearances (via videoconferencing):

For the Applicant : Mr. Rishi Sood a/w Ms. Surbhi Soni, Advocate

For the Respondent : Ms. Mily Ghoshal a/w Ms. Sophia, Advocate

ORDER

Per: V.G. Bisht, Member (Judicial)

1. This Contempt Application No. 4/2023 has been filed by Shri Vimal Agrawal and Shri Girish Agrawal ("Applicants") against Shri Kamal N Agrawal, Shri Anmeet Kamal Agrawal and Shri Akash Kamal Agrawal ("Contemnor No1, 2 & 3" respectively) in the matter of proceeding u/s 397-398 of the Companies Act, 1956 in CP No. 88/2015 in case of Supreme Transport Organisation Private Limited. The Applicant has sought following reliefs:

THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH-I

Contempt Application 04 OF 2023
In
Company Application 625 OF 2022
In
Company Petition 88 OF 2015

a. Hold the Contemnors guilty of contempt for wilfully disobeying the Order dated 05.12.2022 of this Hon'ble Tribunal and punish them with strict imprisonment and severe fine;
b. To cancel all the sale transactions undertaken in violation of the orders of this Hon'ble Tribunal dated 25.04.2017 and 05.12.2022;
c. Cancel the sale of Aircraft VT-UDN Cessna Grand Caravan currently lying at the Mundra Sea Port and bring it back to the Company:
d. In the alternative deposit the market value of the assets of the Company Le Rs.9 crores on account of sale of property at Kanakia Wall Street, Mumbai plus Rs. 1 crore on account of sale of property at Ahmedabad plus Rs.15 crores on account of sale of Vehicles plus Rs. 4.5 crores on account of sale of aircraft all totaling to Rs. 29.5 crores plus sale proceeds arising out of sale of any other properties;
e. Direct deposit of passports of the Contemnors before this Hon'ble Tribunal and direct them not to leave India;
f. Direct the Contemnors to pay the cost of this Petition;
g. Direct any further order(s)/directions be passed as this Hon'ble Tribunal may deem fit.

2. This Tribunal vide order dated 05.12.2022 had directed the Contemnor No.1 to 3 who were Respondent No.2, 5 & 6 in CP 88/2015 to maintain status-quo (as on today) till next date of hearing i.e. 24.01.2023. This status-quo was in relation to sale of properties of Respondent Company apprehended by the Petitioners.

3. The Applicants have filed the present Contempt Petition under section 425 OF the Companies Act, 2013 for wilful disobedience of the order dated 05.12.2022 of this Tribunal, by the Contemnors herein who are the

Respondent Nos. 2, 5 and 6 in the main Company Petition No. 88(MB) of 2015 and are in charge of the day-to-day affairs of the Respondent Company.

4. It is the case of the Applicant that the Contemnor No.1 to 3 are in charge of the day to day affairs of the Respondent Company and are bound by the orders of this Bench. While they had represented before this Tribunal on 25.04.2017, which is recorded in the daily order passed on that day, that company is not selling any property and this Tribunal had ordered status-quo on 05.12.2022 taking note of this record. However, the applicants came across one advertisement in the newspaper "The Times of India, Mumbai Edition, dated 20.01.2023" by Mr. Bhalchandra H Nikte, Advocate for Nikte & Nikte, having office at 201, Amelia, Near Hotel Ambassador, Model Colony, Shivaji Nagar, Pune-411016, contact details 020-25651112/13 seeking to investigate the clear and marketable title of all piece and parcel of Final Plot admeasuring 5460 sq.mtrs carved out of Survey No.103/12/A area admeasuring 2810 sq.mtr, Survey No. 103/2, area admeasuring 430 Sq.mtr & Survey No. 102/2/A area admeasuring 2220 sq.mtr located at village Khanwale, Taluka Panvel, District Raigad, Maharashtra of the Respondent Company worth almost Rs.16 Crores. Upon enquiry of the said advertiser, the applicants became aware that in blatant disregard and wilful disobedience to the directions of this Tribunal dated 05.12.2022, the contemnors were in the process of selling the said property to shell company and that is why the Advocate on behalf of Shell Company was investigating the clear and marketable title.
5. It is further stated by the Applicant that this properties are hypothecated in favour of the Axis Bank against loan and CC limit where are became NPA and the conduct of the company to sell its mortgage property is a fraud on the banks.
6. Heard learned counsel and perused the materials available on record.

6.1. We find that the present application is made out on the basis of the advertisement by third party in relation to Respondent Company property and it is not the case that such sale transaction has concluded in defiance of order dated 05.12.2022. We find that this Bench has imposed status-quo and advertisement by third party who may be willing buyer cannot be construed in defiance of order dated 05.12.2022.

6.2. As regards sale of Kanakia Property on 12.11.2022, we find that this sale was concluded prior to order dated 05.12.2022. On perusal of order dated 25.04.2017, we find that there was a statement from the Respondents that company is not selling the property, but no order came to be passed by this Bench. Further, this came to be recorded on the issue of urgent hearing in the case and the then Bench adjourned the matter to next date after holding that "we don't find any urgency in this case". We find it difficult to hold that said statement may hold good even after five years in the absence of any court order which may have a binding affect. Simply record of the statement of the party cannot be construed as disobedience of the order.

6.3. As regards sale of aircraft stated to have taken place on 10.12.2022 on the basis of the sale invoice, we find that this sale was concluded in accordance with the agreement dated 20.07.2022. Accordingly, we do not find wilful defiance of order of this Bench in relation to this sale also as the Respondent Company has proceeded to sell pursuant to agreement dated 20.07.2022 as stated on the invoice. We further find that applicant has not made any averment alleging that the said agreement was not in existence on 05.12.2022 when this Bench has passed a status-quo order. It is clarified that this conclusion is based on the prima-facie documents placed before us. Since agreement dated 20.07.2022 is not available before us we are not commenting on its authenticity.

7. In view of above, the Contempt Petition 4/2023 is disposed of as dismissed.

Sd/-

Prabhat Kumar
Member (Technical)

Sd/-

Justice V.G. Bisht
Member (Judicial)

जबाब दि.१४/०३/२०२४

श्री विमल जगदीश अग्रवाल , वय-४४ वर्षे, धंदा-व्यवसाय, रा.ठी. बी ३०६,साईकृपा इलाईट सिटी रोड,डोडनकुंडी,बॅगलोर ५६००३७. फोन नं.९३४२१३७३५१.

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मी वरील प्रमाणे असुन वर नमुद पत्त्यावर मे २०१० पासुन माझे कुंटूबियासह रहावयास आहे. माझे सोबत माझी पत्नी नामे नुपूर अग्रवाल, वय ४२ वर्षे,एक मुलगा व एक मुलगी यांचेसह रहावयास आहे. माझा ट्रान्सपोर्ट चा व्यवसाय असून त्यातून मिळणाऱ्या उत्पन्नाअंतर्गत माझे व माझो कुटूंबियांचा उदरनिर्वाह चालतो.

सदर तक्रार अर्जाच्या अनुषंगाने मला विचारणा केली असता माझे असे म्हणणे आहे की, आमची सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन. या नावाची कंपनी असुन तिची स्थापना सन १९८३ साली झालेली आहे. सन १९८३ पासून त्यामध्ये ७-८ पार्टनर असून ती एक पार्टनरशिप फर्म होती. सन २००३ मध्ये कुटुंबाव्यतिरीक्त बाहेरील पार्टनर रिटार्यड झाले नंतर मी सदर कंपनीत पार्टनर म्हणून काम करण्यास सुरूवात केली.सन २००८ नंतर आमची कंपनी सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि.ही फर्म मधून प्रायव्हेट लिमिटेड मध्ये ट्रान्सफर झाली.त्यामुळे सर्व पार्टनर हे डायरेक्टर झाले.सदर कंपनीत एकूण ७ डायरेक्टर नामे १.जगदीश अग्रवाल २.आनंद अग्रवाल ३. कमल अग्रवाल ४. सतीश अग्रवाल ५.अरूण अग्रवाल ६.विमल अग्रवाल ७.गिरिश अग्रवाल हे झाले त्यानंतर सन २०१२ मध्ये माझे वडील नामे जगदीश अग्रवाल हे मयत झाले.

सन २०१३ मध्ये आमच्या कंपनीमध्ये आनंद अग्रवाल यांचा मुलगा नामे रवी अग्रवाल हा डायरेक्टर म्हणून आला.त्यानंतर सन २०१५ मध्ये कमल अग्रवाल यांचा मुलगा नामे अमित अग्रवाल व आकाश अग्रवाल हे डायरेक्टर म्हणून आले त्यावेळी अमित अग्रवाल व आकाश अग्रवाल यांनी आपण एक एव्हिएशन चा व्यवसाय सुरु करूयात त्यासाठी ३० कोटी रू खर्च लागेल व त्यासाठी आपण कंपनीच्या नावावर कर्ज घेवू असे इतर डायरेक्टर यांना सांगितले असता सर्व डायरेक्टर यांनी त्यास नकार दिला.तरी अमित अग्रवाल, कमल अग्रवाल व आकाश अग्रवाल यांनी कंपनीला कोणतीही पूर्व कल्पना न देता कंपनीच्या नावावर परस्पर १४ कोटी रू.कर्ज काढून १.VT-SAI(सेसना कॅरावॅन) या कंपनीचे विमान खरेदी केले.सदरवेळी सर्व डायरेक्टर यांना याबाबत समजले असता त्यावेळी माझे चुलत भाउ नामे सतीश अग्रवाल,अरूण अग्रवाल,आनंद अग्रवाल,रवी अग्रवाल यांनी सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि,कमल अग्रवाल.विमल अग्रवाल ,गिरिश अग्रवाल,अमित अग्रवाल, आकाश अग्रवाल आणि संगिता एव्हिएशन सर्व्हिसेस प्रा.लि यांच्या विरुद्ध एनसीएलटी येथे २०१५ साली कंपनीच्या गैरव्यवहाराबाबत कंपनी पीटीशन नं/88(MB)2015 असा दावा दाखल केला.सन २०१५ मध्ये सदर कंपनीची उलाढाल रू १५५ कोटी रू इतकी होती पण अमित अग्रवाल व आकाश अग्रवाल यांनी कंपनीत आल्यापासुनच कंपनीची मालमत्ता विकण्यास सुरूवात केली तसेच

कंपनीचे नाव खराब करण्यास सुरुवात केली त्यामुळे सर्वत्र कंपनीची बदनामी झाली त्यामुळे कंपनाची सन २०२१ मध्ये १० कोटी इतकी झाली त्यामुळे कंपनीचे खूप मोठे नुकसान झालेले आहे.

सन २०१७ मध्ये अमित, कमल व आकाश अग्रवाल यांनी ॲक्सिस बॅक विलेपार्ले पश्चिम, मुंबई येथून सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि,या कंपनीच्या नावाने व्यवसायाकरीता लोन घेत आहोत असे सांगुन त्यावर फक्त मला व माझ्या भावास गिरीष अग्रवाल आम्हाला सहया करण्यास सांगितले त्यावेळी आम्ही ते आमच्या काकांची मुले आहेत घरातले आहेत म्हणुन त्यांच्यावर विश्वास ठेवुन सहया केल्या याव्यतिरीक्त अमित व आकाश यांनी इतर संचालकांना कोणतीही कल्पना न देता १२.५ कोटी लोन घेतले तसेच त्यानंतर अमित व आकाश यांनी कोणलाही कल्पना न देता एप्रिल सन २०१७ मध्ये अमेरिका येथून VT-UDN(सेसना कॅरावॅन) या कंपनीचे विमान खरेदी केले.त्यानंतर वर्षभर त्याचा वापर केला. ८ ऑगस्ट २०१८ मध्ये त्याचा गंगानगर राजस्थान येथे अपघात झाला सदर अपघातात कोणतीही जिवितहानी झाली नाही.सदर विमानाचे न्यू इंडिया इन्शुरन्स या कंपनीमध्ये विमानाचा विमा उतरविला होता अपघात झाल्यानंतर तात्काळ विमा कंपनीकडे विमानाची दुरुस्ती करण्याकरिता पत्रव्यवहार केला.त्यावेळी विमा कंपनीने विमान दुरुस्तीकरिता चा खर्च केला जाईल त्यानंतर अमित अग्रवाल याने विमा कंपनीबरोबर वाद घातला त्यामुळे विमा कंपनीने अदयापपर्यंत कोणताही खर्च दिला नाही. सदरचे प्रकरण हे आरबीट्रेशन कडे चालू आहे.

सन २०२२ मध्ये जुलै महिन्याच्या दरम्यान माझे काका नामे कमल अग्रवाल यांनी मला फोन केला व 'तू आजपासून तुझ बघून घे' आता कंपनीकडून तुम्हाला काहीच भेटणार नाही.त्यावेळी मी व माझे लहान भाउ गिरिश अग्रवाल हे २४ टक्के चे भागीदार आहेत असे सांगितले.त्यावेळी माझ्या काकांनी तुम्हाला कंपनीकडून काहीही मिळणार नाही आणि जर तुम्ही कोर्टामध्ये गेलात तर तुमचे चांगले होणार नाही असे बोलुन त्यांनी मला 'मी तुम्हाला बघून घेईल' अशी धमकी दिली त्यानंतर मी व माझा भाउ नामे गिरिश अग्रवाल ताबडतोब एनसीएलटी मुंबई येथे सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि,व कमल अग्रवाल,अमित अग्रवाल, आकाश अग्रवाल यांच्या विरुद्ध वर नमुद कंपनी पीटीशन नं/88(MB)2015 यामध्येच CA625/2022 हा दावा दाखल केलेला आहे.

सन २०२३ जानेवारी मध्ये मला जीएसटी डिपार्टमेंट मधून फोन आला व त्यांनी मला सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि,या कंपनीचे ६० लाख रुपये जीएसटी भरणे बाकी असल्याचे सांगितले.त्यावेळी मी त्यांना एवढा जीएसटी कसला याबाबत विचारणा केली असता त्यांनी मला कंपनीने डिसेंबर २०२२ मध्ये VT-UDN(सेसना कॅरावॅन) या कंपनीचे विमान विकले बाबत सांगितले.त्यावेळी मी त्यांना त्याबाबत मला काहीही माहीती नाही असे सांगितले.त्यावेळी मी तात्काळ विमानाबाबत चौकशी केली असता मला समजले की VT-UDN(सेसना कॅरावॅन) हे विमान मुंद्रा पोर्ट मध्ये असून ते अमेरिकेला जाणार आहे.त्यानंतर मी ताबडतोब सर्व ठिकाणी चौकशी करुन विमान खरेदी करणारे मिशेल निफेल यांना दिनांक ११/०४/२०२३ रोजी त्यांचे ईमेल आयडी TREKAIR@GMAIL.COM यावर माझे ईमेल आयडी वरुन मेल केला होता.

दिनांक १८/०५/२०२३ रोजी मी व माझा भाउ नामे गिरिश अग्रवाल ताबडतोब एनसीएलटी मुंबई येथे सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि,व कमल अग्रवाल,अमित अग्रवाल, आकाश अग्रवाल यांच्या विरूद्ध कंपनी पीटीशन नं/88(MB)2015 यामध्येच कन्टेम्प्ट पीटीशन न 4/2023 हा दावा दाखल केला असून त्यामध्ये सुप्रिम ट्रान्सपोर्ट प्रा. लि.कंपनीचे विमान अमित अगरवाल यांनी मिशेल निफेल नावाच्या व्यवसायकास विकलेले आहे व ते मुंद्रा पोर्ट ते अमेरिका येथे जात असुन त्यास थांबविण्याबाबत मा.न्यायालयास विनंती केली होती. त्यावेळी मा.न्यायालयाने मुंद्रा पोर्ट येथील प्रशासनास ताबडतोब आदेश देवुन सदरचे विमान अमेरिका येथे जाण्यास थांबविले आहे.

सन २०१७ मध्ये ॲक्सिस बॅंकेचे १२.५ कोटी घेतलेले लोन परत न केल्याने सदर बॅंकेने एनसीएलटी मुंबई येथे कंपनी पिटीशन(IB)368/MB/C-II/2023 केस दाखल केली. त्यांच्या आदेशानुसार दिनांक ०८/०९/२०२३ रोजी सुप्रिम ट्रान्सपोर्ट प्रा.लि. ही कंपनी आयबीसी (दिवाळखोर) मध्ये मा. न्यायालयाचे आदेशाने समाविष्ठ करण्यात आली असुन त्या ठिकाणी आय. आर.पी. म्हणुन श्री प्रशात जैन, फोन नं. ९३२२७४३९०२ यांना नियुक्त केले आहे.त्यानंतर सुप्रिम ट्रान्सपोर्ट प्रा.लि. या कंपनीची सर्व प्रॉपर्टी आय.आर.पी यांनी ताब्यात घेतली. आय.आर.पी यांनी दिनांक १४/१०/२०२३ रोजी फायनान्सीयन एक्सप्रेस या न्युज पेपर मध्ये बातमी देवुन सुप्रिम कंपनीची मालमत्ता कोणीही घेवु नये सदरची सर्व प्रॉपर्टी ही कंपनीच्या ताब्यात आहे असे जाहिर केले. अमित अग्रवाल यांचेवर वेगवेगळया पोलीस ठाणेस ५ गुन्हे व १५ दावे दाखल असल्याचे मला माहीत आहे.

तरी अमित अग्रवाल,कमल अग्रवाल,आकाश अग्रवाल यांना सदरचे विमान हे कंपनीचे असुन ते ॲक्सिस बॅंकेकडे गहाण आहे हे माहिती असुनसुध्दा तसेच सुप्रिम कंपनीची मालमत्ता विकायची नाही असे मा. न्यायालयाचे आदेश असतांनासुध्दा सदरची मालमत्ता विकुन मिशेल निफेल ाची आर्थिक फसवणुक केली आहे.व त्याबाबत मिशेल निफेल यांनी आर्थिक गुन्हे विभाग,मुंबई यांचेकडे त्यांच्याविरूद्ध कायदेशिर तक्रार दिली आहे.

समक्ष,

(स्वप्ना वाघमारे),
सहा.पोलीस निरीक्षक,
आर्थिक गुन्हे शाखा,मुंबई,
कक्ष.७,शेअर्स.

जबाब दि.२१/०५/२०२४

श्री. दक्षेश सुमनभाई बालसारा, वय- ४५ वर्षे, धंदा-नोकरी(असिस्टंट व्हाईसप्रेसिडंट, ॲक्सीस बॅंक) रा.ठी.१४/१०५३, वृषाली सदन, टाटा पॉवरहाउस, बोरिवली पुर्व, मुंबई ४०००६६,मो क्र. ९८३३५८६०६०

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मी वरीलप्रमाणे असुन वर नमुद पत्यावर माझे कुंटूबियासह रहावयास आहे. मी ॲक्सीस बॅक, कार्पोरेट बॅंकीग,शाखा, नरीमन पॉईंट, मुंबई येथे जानेवारी २०२० पासून असिस्टंट व्हाईस प्रेसिडंट या पदावर नोकरीस असून मला मिळणाऱ्या पगारातून माझे व माझे कुटूंबियांचा उदरनिर्वाह चालतो.

आज रोजी आर्थिक गुन्हे शाखेच्या म.स.पो.नि.स्वप्ना वाघमारे यांनी मला आ.गु.वि. गु.र.क्र. ३२/२०२४ कलम ४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४ भा.दं.वि. या गुन्ह्याची हकीकत समजावून सांगितली व सदर गुन्ह्याच्या तपासाच्या अनुषंगाने माझ्याकडे विचारणा केली असता माझे असे म्हणणे आहे की, सदर गुन्ह्यातील आरोपी नामे अमित अग्रवाल याने मे. सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. या कंपनीच्या लोन करीता माहे मार्च २०१७ मध्ये आमच्या ॲक्सीस बॅंकेच्या पहिला माळा, कार्पोरेट पार्क-२, स्वस्तिक चेंबुर जवळ, चेंबुर, मुंबई येथील सिनियर मॅनेजर आणि रिलेशनशिप मॅनेजर अंजली श्रीवास्तव यांच्याकडे अर्ज केला होता. त्यावेळी अमित अग्रवाल यांनी त्यांना सेसना कार्वान एअरक्राफ्ट खरेदी करण्याकरीता १२.५० कोटी व कंपनीच्या व्यवसायकरीता (Working Capital) १२.५० कोटी असे एकूण २५ कोटी इतक्या रक्कमेचे कर्ज पाहिजे असल्याचे सांगितले होते.

त्यावेळी आमच्या बॅंकेने अमित अग्रवाल यास खरेदी करण्यात येणारे सेसना कारवान एअरक्राफ्ट व १)सर्व्हेनं. १०२/ए, १०३/१/२ए, खानवळे, ता. पनवेल येथील ५४६० स्क्वे.मि. कमर्शियल जागा, २) बि.नं. ५ बी, शॉपनं. बी/३२, अक्षय मित्तल इंडस्ट्रियल इस्टेट, एम. व्ही. रोड, अंधेरीपुर्व, मुंबई, ३)पालडी, ता. कंकज, दासकोई, अहमदाबाद, गुजरात येथील कमर्शियल जागा ही मालमत्ता तारण करण्याबाबत सांगितले होते.सदरचे कर्ज मंजुर करण्याकरीता आमच्या बॅंकेने अमित अग्रवाल यांना दिनांक २७/०३/२०१७ रोजी कर्ज मंजुरीपत्र दिले. सदर मंजुरी पत्रामध्ये आम्ही अमित अग्रवाल यास खरेदी करण्यात येणाऱ्या सेसना कार्वान एअरक्राफ्ट च्या व्यवसायातून मे. सुप्रिम ट्रान्सपोर्ट ऑर्गोनायझेशन प्रा.लि. या कंपनीच्या एस्क्रो (Escrow) खात्यामध्ये येणाऱ्या उत्पन्न देखील तारण करण्यास सांगितले होते.त्यानुसार अमित अग्रवाल यांनी१) सर्व्हेनं. १०२/ए, १०३/१/२ए, खानवळे, ता. पनवेल येथील ५४६० स्क्वे.मि. कमर्शियल जागा, २) बि.नं. ५ बी, शॉपनं. बी/३२, अक्षय मित्तल इंडस्ट्रियल इस्टेट, एम. व्ही. रोड, अंधेरीपुर्व, मुंबई, ३) पालडी, ता. कंकज, दासकोई, अहमदाबाद, गुजरात या तीन मालमत्ता तारण ठेवल्या.परंतु सेसना कारवान एअर क्राफ्ट ही मालमत्ता तारण ठेवण्यात आली नाही.त्याचप्रमाणे सदरकर्जासाठी कमल अग्रवाल,अमित अग्रवाल,आकाश अग्रवाल,विमल अग्रवाल,गिरीष अग्रवाल यांनी हमीदार म्हणुन पर्सनल गॅरंटी डीडवर सही केलेली

आहे.सदरवेळी आमच्या बॅंकेने मे. सुप्रिमट्रान्सपोर्ट ऑर्गोनायझेशन प्रा.लि. या कंपनीच्या टर्मलोन अकाउन्ट क्र. ९१७०६००२९१३२४०४ मध्ये १२.५० कोटी इतकी रक्कम दिनांक ३१/०३/२०१७ रोजी जमा केली.

अमित अग्रवाल याने खरेदी केलेले सेसना कारवान एअरक्राफ्ट हे ठरल्या प्रमाणे बॅंकेकडे तारण न ठेवल्यामुळे आम्ही त्याला उर्वरीत रू. १२.४० कोटी ही कर्जाची रक्कम त्याच्या टर्मलोन अकाउंट मध्ये जमा केली नाही. मार्च २०१८ मध्ये अमित अग्रवाल याने सर्व्हेनं. १०२/ए, १०३/१/२ए, खानवळे, ता. पनवेल येथील ५४६० स्क्वे.मि. ही कमर्शियल जागा तारण सोडवून घेण्यासाठी आमच्या बॅंकेकडे विनंती केली. परंतु अमित अग्रवाल याने सेसना कारवान एअरक्राफ्ट तारण न केल्यामुळे पनवेलच्या मालमत्तेवरचे तारण सोडण्यात आले नाही. त्यानंतर अमित अग्रवाल याने साधारण मे २०१९ पर्यंत कर्जाचे हप्ते बॅंकेत जमा केले. त्यानंतर हप्ते न भरल्यामुळे सदरचे अकाउंट बुडीत खाते (NPA) म्हणून घोषित करण्यात आले.

त्यानंतर आमच्या बॅंकेने मे. सुप्रिमट्रान्सपोर्ट ऑर्गोनायझेशन प्रा.लि. या कंपनी तसेच अमित अग्रवाल व इतर सर्व हमीदार यांना कर्जाची रक्कम परत फेड करण्यासाठी दिनांक २४/०८/२०२० रोजी नोटीस दिली. त्यानंतर बॅंकेने विविध कायदेशिर प्रक्रिया करण्यासाठी डी.आर.टी., सिक्युअर डायझेशन ॲन्ड रिकन्स्ट्रक्शन ऑफ फायनान्सियल असेट ॲन्ड इन्फोर्समेंट ऑफरिक्युरिटी इंन्ट्रेसॲक्ट २००२ नोटीस(SARFAESI) आणि एन.सी.एल.टी. येथे दावे दाखल केलेले आहेत.

दिनांक २६/०४/२०२३ रोजी ॲक्सीस बॅंकेच्या वरळी शाखेत पत्र प्राप्त झाले.सदर पत्रासोबत अमित अग्रवाल व मिशेल निफेल यांच्यात झालेल्या कराराची प्रत सादर केलेली होती. त्या अनुषंगाने आम्ही तात्काळ मिशेल निफेल यांना मेलद्वारे सदरची मालमत्ता ही विवादीत असल्याबाबत सुचित करण्यात आले. तसेच सदरचे प्रकरण हे एन.सी.एल.टी. येथे चालू आहे. तसेच सदरची मे. सुप्रिम ट्रान्सपोर्ट ऑर्गोनायझेशन प्रा.लि. ही कंपनी श्री. प्रशांत जैन, रिझोल्युशन प्रोफशनल यांचे ताब्यात आहे.

तसेच अमित अग्रवाल याने आमच्या बॅंकेकडे तारण म्हणून ठेवलेली सर्व्हे नं. १०२/ए, १०३/१/२ए, खानवळे, ता. पनवेल येथील ५४६० स्क्वे.मि. ही कमर्शियल जागा ही देखील बॅंकेची कोणतीही परवानगी न घेता परस्पर विकली असल्याने त्याच्या विरुध्द आ.गु.वि. सी.बी.डी. बेलापूर येथे देखील गुन्हा दाखल आहे. याव्यतिरीक्त मला अधिक काही माहिती नाही.

माझा जबाब मराठीत लिहला असुन तो माझे सांगणे प्रमाणे बरोबर व खरा आहे.

समक्ष,

(स्वप्ना वाघमारे)
सहा.पोलीस निरीक्षक,
आर्थिक गुन्हे शाखा,मुंबई,
कक्ष.७,शेअर्स.

जबाब दि.२३/०३/२०२४

नाव :श्री रविन्द्रं आनंदकुमार अग्रवाल,वय-३५ वर्षे,धंदा-व्यवसाय, रा.ठी. डी.१३०१,१नॉर्थ सोसायटी, मगरपटटा, पुणे ४११०२८,मो क्र.९८६७२७९३९४

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मी वरील प्रमाणे असुन वर नमुद पत्त्यावर मे २०२१ पासुन माझे कुंटूबियासह रहावयास आहे. माझे सोबत माझो वडील नामे आनंदकुमार अग्रवाल,माझी आई नामे पुष्पादेवी अग्रवाल माझी पत्नी नामे अंकीता अग्रवाल,एक मुलगा नामे निर्वान अग्रवाल यांचेसह रहावयास आहे. माझा ट्रान्सपोर्ट चा व्यवसाय असून त्यातून मिळणाऱ्या उत्पन्नाअंतर्गत माझे व माझो कुटूंबियांचा उदरनिर्वाह चालतो.

सदर तक्रार अर्जाच्या अनुषंगाने मला विचारणा केली असता माझे असे म्हणणे आहे की, आमची सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन. या नावाची कंपनी असुन तिची स्थापना सन १९८३ साली झालेली आहे. सन १९८३ पासून त्यामध्ये ७-८ पार्टनर होते.त्यामध्ये माझो वडील आधी पासुन पार्टनर असुन ती एक पार्टनरशिप फर्म होती. सन २००३ मध्ये कुटुंबाव्यतिरीक्त बाहेरील पार्टनर रिटार्यड झाले. सन २००८ नंतर आमची कंपनी सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन ही फर्म मधून प्रायव्हेट लिमिटेड मध्ये ट्रान्सफर झाली.त्यामुळे सर्व पार्टनर हे डायरेक्टर झाले. सदर कंपनीत एकूण ७ डायरेक्टर नामे १.जगदीश अग्रवाल २.आनंद अग्रवाल ३.कमल अग्रवाल ४. सतीश अग्रवाल ५. अरूण अग्रवाल ६.विमल अग्रवाल ७.गिरिश अग्रवाल हे झाले. त्यानंतर सन २००९ मध्ये मी सदर कंपनीत पार्टनर म्हणून काम करण्यास सुरूवात केली. त्यानंतर सन २०१२ मध्ये माझे काका नामे जगदीश अग्रवाल हे मयत झाले. ०१/०४/२०१३ रोजी मी आमची सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि या कंपनीमध्ये डायरेक्टर व १२ टक्के चे शेअर्स होल्डर झालो.

त्यानंतर सन २०१५ मध्ये कमल अग्रवाल यांचा मुलगा नामे अमित अग्रवाल व आकाश अग्रवाल हे बेकायदेशीररित्या डायरेक्टर म्हणून आले. त्यावेळी अमित अग्रवाल व आकाश अग्रवाल .नी आपण एक एव्हिएशन चा व्यवसाय सुरू करूयात त्यासाठी ३० कोटी रू खर्च लागेल व त्यासाठी आपण कंपनीच्या नावावर कर्ज घेवू असे इतर डायरेक्टर यांना सांगितले असता सर्व डायरेक्टर यांनी त्यास नकार दिला. तरी अमित अग्रवाल, कमल अग्रवाल व आकाश अग्रवाल यांनी कंपनीला कोणतीही पूर्व कल्पना न देता कंपनीच्या नावावर परस्पर १४ कोटी रू.कर्ज काढून १.VT-SAI(सेसना कॅरावॅन) या कंपनीचे विमान खरेदी केले. सदरवेळी सर्व डायरेक्टर यांना याबाबत समजले असता त्यावेळी मी व माझे वडील आनंद अग्रवाल, चुलत भाउ नामे सतीश अग्रवाल,अरूण अग्रवाल आम्ही सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि कंपनी व कमल अग्रवाल. विमल अग्रवाल,गिरिश अग्रवाल,अमित अग्रवाल, आकाश अग्रवाल आणि संगिता एव्हिएशन सर्व्हिसेस प्रा.लि यांच्या विरूद्ध एनसीएलटी येथे २०१५ साली कंपनीच्या गैरव्यवहाराबाबत कंपनी पीटीशन नं/88(MB)2015 असा दावा दाखल केला.सन २०१५ मध्ये सदर कंपनीची उलाढाल रू १५५ कोटी रू इतकी होती पण अमित अग्रवाल व आकाश अग्रवाल यांनी कंपनीत आल्यापासुनच कंपनीची मालमत्ता विकण्यास सुरूवात केली तसेच कंपनीचे नाव खराब करण्यास सुरूवात केली त्यामुळे सर्वत्र कंपनीची बदनामी

झाली त्यामुळे कंपनीची सन २०२१ मध्ये कंपनीची उलाढाल रू १० कोटी इतकी झाली त्यामुळे कंपनीचे खूप मोठे नुकसान झालेले आहे.सन २०१६ ते आजपर्यंतच्या सर्व बॅलन्स शिट हया खोटया बनवल्या गेल्या आहेत.सन २०१९ च्या बॅलन्स शिट मध्ये अमित व कमल अग्रवाल यांनी माझे व माझे वडील यांचे शेअर्स च्या बदल्यात तीन फ्लॅट देणार असल्याचे सांगुन शेअर होल्डींग व डायरेक्टरशिप च्या पेपर वर सही घेतली परंतु त्याच्यानंतर कोणतीही प्रॉपर्टी दिली नाही म्हणुन मी सदर बाबत माझ्या काकांना विचारणा केली असता त्यांनी मला टाळाटाळ केली व त्यानंतर आमच्या शेअर होल्डींग व डायरेक्टरशिप च्या पेपर चा गैरवापर केला.ते अदयापपर्यंत मा.एन.सी.एल.टी मध्ये न्यायाधिनकक्षेत आहे.तसेच आरओसी मध्ये आमची शेअर होल्डींग व डायरेक्टरशिप आजपावेतो आबादित आहे.

सन २०१७ मध्ये बेकायदेशीर रित्या अमित, कमल व आकाश अग्रवाल व यांनी ॲक्सिस बॅक विलेपार्ले पश्चिम, मुंबई येथून सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि,या कंपनीच्या नावावर १२.५ कोटी लोन घेतले तसेच त्यानंतर अमित व आकाश यांनी कोणलाही कल्पना न देता एप्रिल सन २०१७ मध्ये अमेरिका येथून VT-UDN(सेसना कॅरावॅन) या कंपनीचे विमान खरेदी केले.त्यानंतर वर्षभर त्याचा वापर केला. ८ ऑगस्ट २०१८ मध्ये त्याचा गंगानगर राजस्थान येथे अपघात झाला सदर अपघातात कोणतीही जिवितहानी झाली नाही.सदर विमानाचे न्यू इंडिया इन्शुरन्स या कंपनीमध्ये विमानाचा विमा उतरविला होता अपघात झाल्यानंतर तात्काळ विमा कंपनीकडे विमानाची दुरूस्ती करण्याकरिता पत्रव्यवहार केला.त्यावेळी विमा कंपनीने विमान दुरूस्तीकरिता चा खर्च केला जाईल त्यानंतर अमित अग्रवाल याने विमा कंपनीबरोबर वाद घातला त्यामुळे विमा कंपनीने अदयापपर्यंत कोणताही खर्च दिला नाही. सदरचे प्रकरण हे आरबीट्रेशन कडे चालू आहे.

माझे काका नामे कमल अग्रवाल यांनी ज्या प्रमाणे आम्हाला धमकी दिली होती त्याचप्रमाणे सन २०२२ मध्ये जुलै महिन्याच्या दरम्यान माझे काका कमल अग्रवाल यांनी माझा चुलत भाउ नामे विमल व गिरीष अग्रवाल याला फोन करून धमकी दिली त्यामुळे विमल व गिरिश अग्रवाल ताबडतोब एनसीएलटी मुंबई येथे सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि,व कमल अग्रवाल,अमित अग्रवाल, आकाश अग्रवाल यांच्या विरूद्ध वर नमुद कंपनी पीटीशन नं/88(MB)2015 यामध्येच CA625/2022 हा दावा दाखल केलेला आहे.

सन २०२३ जानेवारी मध्ये मला समजले की,विमल ला जीएसटी डिपार्टमेंट मधून फोन आला व त्यांनी त्याला सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि,या कंपनीचे ६० लाख रूपये जीएसटी भरणे बाकी असल्याचे सांगितले.त्यावेळी एवढा जीएसटी कसला याबाबत विचारणा केली असता त्यांनी कंपनीने डिसेंबर २०२२ मध्ये VT-UDN(सेसना कॅरावॅन) या कंपनीचे विमान विकले बाबत सांगितले.त्यावेळी विमल याने फोनदवारे मला कळविले व तात्काळ विमानाबाबत चौकशी केली असता त्याला समजले की VT-UDN(सेसना कॅरावॅन) हे विमान मुंद्रा पोर्ट मध्ये असून ते अमेरिकेला जाणार आहे.त्यानंतर विमलने ताबडतोब सर्व ठिकाणी चौकशी करून विमान खरेदी करणारे मिशेल निफेल यांना दिनांक ११/०४/२०२३ रोजी त्यांचे ईमेल आयडी TREKAIR@GMAIL.COM यावर माझे ईमेल आयडी वरून मेल केला होता याबाबत मला माहीती आहे.

दिनांक १८/०५/२०२३ रोजी विमल व त्याचा भाउ नामे गिरिश अग्रवाल यांनी ताबडतोब एनसीएलटी मुंबई येथे सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा. लि,व कमल अग्रवाल,अमित अग्रवाल, आकाश अग्रवाल यांच्या विरुद्ध कंपनी पीटीशन नं/88(MB)2015 यामध्येच कन्टेम्प्ट पीटीशन नं. 4/2023 हा दावा दाखल केला असून त्यामध्ये सुप्रिम ट्रान्सपोर्ट प्रा. लि.कंपनीचे विमान अमित अगरवाल यांनी मिशेल निफेल नावाच्या व्यवसायकास विकलेले आहे व ते मुंद्रा पोर्ट ते अमेरिका येथे जात असुन त्यास थांबविण्याबाबत मा.न्यायालयास विनंती केली होती. त्यावेळी मा.न्यायालयाने मुंद्रा पोर्ट येथील प्रशासनास ताबडतोब आदेश देवुन सदरचे विमान अमेरिका येथे जाण्यास थांबविले आहे.

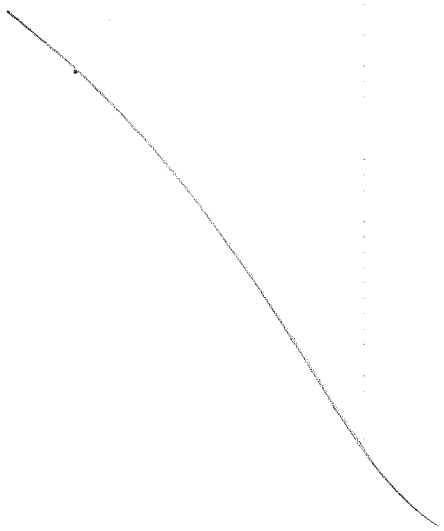
सन २०१७ मध्ये ॲक्सिस बॅंकेचे १२.५ कोटी घेतलेले लोन परत न केल्याने सदर बॅंकेने एनसीएलटी मुंबई येथे कंपनी पिटीशन(IB)368/MB/C-II/2023 केस दाखल केली. त्यांच्या आदेशानुसार दिनांक ०८/०९/२०२३ रोजी सुप्रिम ट्रान्सपोर्ट प्रा.लि. ही कंपनी आयबीसी (दिवाळखोर) मध्ये मा. न्यायालयाचे आदेशाने समाविष्ठ करण्यात आली असुन त्या ठिकाणी आय. आर.पी. म्हणुन श्री प्रशात जैन, फोन नं. ९३२२७४३९०२ यांना नियुक्त केले आहे.त्यानंतर सुप्रिम ट्रान्सपोर्ट प्रा.लि. या कंपनीची सर्व प्रॉपर्टी आय.आर.पी यांनी ताब्यात घेतली. आय.आर.पी यांनी दिनांक १४/१०/२०२३ रोजी फायनान्सीयन एक्सप्रेस या न्युज पेपर मध्ये बातमी देवुन सुप्रिम कंपनीची मालमत्ता कोणीही घेवु नये सदरची सर्व प्रॉपर्टी ही कंपनीच्या ताब्यात आहे असे जाहिर केले. अमित अग्रवाल यांचेवर वेगवेगळया पोलीस ठाणेस ५ गुन्हे व १५ दावे दाखल असल्याचे मला माहीत आहे.

तरी अमित अग्रवाल,कमल अग्रवाल,आकाश अग्रवाल यांना सदरचे विमान हे कंपनीचे असुन ते ॲक्सिस बॅंकेकडे गहाण आहे हे माहिती असुनसुध्दा तसेच सुप्रिम कंपनीची मालमत्ता विकायची नाही असे मा. न्यायालयाचे आदेश असतांनासुध्दा सदरची मालमत्ता विकुन मिशेल निफेल यांचेकडुन ६० हजार डॉलर्स बॅंक ऑफ बरोडा,साकीनाका ब्रान्च व ४.९ लाख डॉलर्स स्वत:च्या मामा आणि मामी च्या अकाउंटवर घेवुन मिशेल निफेल यांची आर्थिक फसवणुक कलेली आहे.व त्याबाबत मिशेल निफेल यांनी आर्थिक गुन्हे विभाग,मुंबई यांचेकडे त्यांच्याविरुद्ध कायदेशिर तक्रार दिली आहे.

माझा जबाब मराठीत लिहला असुन तो माझे सांगणेप्रमाणे बरोबर व खरा आहे.

समक्ष,

(स्वप्ना वाघमारे)
सहा.पोलीस निरीक्षक,
आर्थिक गुन्हे शाखा,मुंबई,
कक्ष.७,शेअर्स.



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जबाब दि. २५/०४/२०२४

नाव : श्री प्रशांत जिवराज जैन,वय-४७ वर्षे, धंदा-व्यवसाय, रा.ठी. ए.५०१ शांती हाइट्रस,सेक्टर ११,कोपरखैरणे, नवी मुंबई.मो.क्र.९३२२७४३९०२.

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मी वरील प्रमाणे असुन वर नमुद पत्त्यावर मे २०१३ पासुन माझे कुंटूबियासह रहावयास आहे. माझे सोबत माझी पत्नी नामे एकता जैन,एक मुलगा व एक मुलगी यांचेसह रहावयास आहे. माझा इनसॉल्वन्सी प्रोफेशनल चा व्यवसाय असून त्यातून मिळणाऱ्या उत्पन्नाअंतर्गत माझे व माझे कुटूंबियांचा उदरनिर्वाह चालतो.

सदर तक्रार अर्जाच्या अनुषंगाने मला विचारणा केली असता माझे असे म्हणणे आहे की, मी दि.०८/०९/२०२३ रोजीच्या मा.एन सी एल टी, मुंबई.या न्यायाअधिकाराच्या आदेशान्वये सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन या कंपनीचा आय आर पी म्हणुन नियुक्त झाालो.

सन २०१७ मध्ये सदरच्या सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन या कंपनीने ॲक्सिस बॅंकेचे १२.५ कोटी घेतलेले लोन परत न केल्याने सदर बॅंकेने एनसीएलटी मुंबई येथे कंपनी पिटीशन(IB)368/MB/C-II/2023 केस दाखल केली होती.मा एन सी एल टी, मुंबई या न्यायाअधिकाराच्या आदेशानुसार दिनांक ०८/०९/२०२३ रोजी सुप्रिम ट्रान्सपोर्ट प्रा.लि. ही कंपनी आयबीसी (दिवाळखोर) मध्ये मा. न्यायालयाचे आदेशाने समाविष्ठ करण्यात आली असुन त्या ठिकाणी आय.आर.पी. म्हणुन माझी नियुक्ती करण्यात आली आहे.त्यानंतर सुप्रिम ट्रान्सपोर्ट प्रा.लि. या कंपनीची सर्व प्रॉपर्टी आय.आर.पी म्हणुन आम्ही ताब्यात घेतली आहे. आय.आर.पी या अधिकाराने यांनी दिनांक १४/१०/२०२३ रोजी फायनान्सीयन एक्सप्रेस या न्युज पेपर मध्ये बातमी देवुन सुप्रिम कंपनीची मालमत्ता कोणीही घेवु नये सदरची सर्व प्रॉपर्टी ही कंपनीच्या ताब्यात आहे असे जाहिर केलेले आहे.त्यानंतर आम्ही ताबडतोब कंपनीशी निगडीत कोणाचेही काही व्यवहार असतील तर त्यांनी आमचेशी संपर्क साधुन त्याबाबत दावा दाखल करावा असे सार्वजनिक रित्या जाहीर केले.त्यानंतर आम्ही सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन या कंपनीची खलील प्रमाणे काही मालमत्ता ताब्यात घेतली व काही मालमत्ता ताब्यात घेण्याची तजवीज ठेवली आहे त्याचा तक्ता खलीलप्रमाणे.

अनु. क्र.	मालमत्तेचे विवरण	गहान ठेवलेली मालमत्ता	ताब्यात घेतलेली दिनांक
१)	गाळा क्र.३४,बिल्डींग क्र.५/बी अक्षय मित्तल इंडस्ट्रीअल स्टेट,एम.व्ही रोड,अंधेरी पुर्व,मुबई. ५९ ही दि.	कोटक बॅंक	१६/१२/२०२३
२)	गाळा क्र.३२,बिल्डींग क्र.५/बी अक्षय मित्तल इंडस्ट्रीअल स्टेट,एम.व्ही रोड,अंधेरी पुर्व,मुबई. ५९ ही दि.	कोटक बॅंक	१६/१२/२०२३ (बाहेरून शटर लॉक केले आहे.)
४)	सी.टी,एस,क्र,४९/५०,वावीकर लेन,गुरूवर वॉड,पंचकंदील,मालेगाव ,	कोटक बॅंक	१६/१२/२०२३

५)	प्लॉट क्र.१८३९,सेक्टर क्र.के डब्ल्यु सी,कळंबोली	कोटक बॅक	२०/१२/२०२३
६)	२७०० चौरस मीटर महसुल सर्वे क्र. १३६/अ,जुणे मौजे पालडी-कणकज,ता. दसक्रोळ,जि.अहमदाबाद.	ॲक्सीस बॅक	२७/१२/२०२३
७)	रेव्हेन्यु क्र.१३६/ए, पाल्डी, कनकज, ता. दसक्रोल, जिल्हा. अहमदाबाद	ॲक्सीस बॅक	३०/१२/२०२३
८)	डी.३३८ आरा मशीन गल्ली,शाबाद डेअरी समोर,भारती विहार,बवाना रोड,शब्द दौलतपुर,दिल्ली.११००४२	-	३०/१२/२०२३
९)	बी.७२ श्रीजी मार्केट,संगम चार रस्ता जवळ,हर्णी रोड,वडोदरा,३९००६६		३०/१२/२०२३
१०)	प्लॉट,नं.२९, ट्रान्सपोर्ट नगर पाली राजस्थान	कोटक बॅक	३१/१२/२०२३
११)	प्लॉट,नं.२७, ट्रान्सपोर्ट नगर पाली राजस्थान	कोटक बॅक	३१/१२/२०२३
१२)	प्लॉट,नं.३१, ट्रान्सपोर्ट नगर पाली राजस्थान	कोटक बॅक	३१/१२/२०२३
१३)	३०१,वर्धमान चेंबर्स, कल्याण स्ट्रिट,मश्जिद बंदर,मुंबई ४००००९	--	०१/०१/२०२४
१४)	के के इडंस्ट्रिअल इस्टेट,गाला क्र.६ ए,ए विंग,मिलेटरी तलाव समोर,सेक्टर.२४,उल्हास नगर,४२१००३.	--	०६/०१/२०२४
१५)	१५/१,९ वा ए मेन रोड,बन्सावडी,बंगळूरू,प्रभाग क्र.८८,पी आय डी क्र.८८-२५४-१५/१	- -	२२/०२/२०२४
१६)	प्रस्तावित कंटेनर यार्डची मोकळी जागा व इमारत, सर्वे क्र १०३/२, १०३/१/२ए व १०२/२/२ए या राष्ट्रिय महामार्ग क्र.४ वरील खानेवाळे गाव,टाटा मोटर्स समोर, जुना मुंबई पुणे महामार्ग एन.एच.४,पोयंजे,तह.पनवेल,जि. रायगड,४१०२०६	ॲक्सीस बॅक	ताब्यात घेणे बाकी आहे.
१७)	फ्लॅट क्र.१५३,कल्पतरू पिनॅकल इनऑरबिट मॉल समोर,मुलुंड लिंक रोड,गोरेगाव,पंश्चिम,मुबंई.४००१०४	कोटक बॅक	ताबा घेणेबाबत सोसायटी ला कळविले आहे.

त्यानंतर दि.११/०१/२०२४ रोजी कॉर्पोरेट कर्जदाराच्या मालमत्तेचा व्यवहार न करण्याच्या मा.एनसीएलटी च्या आदेशाचे अवमान करून निलंबित संचालका अमित अग्रवाल यांनी दैनिक दिनकर वृत्तपत्रात सर्वे क्र.२२७७/२सी,निसर्ग हॉटेल जवळ,मालेगाव हया मालमत्तेच्या मालकी हक्काच्या पडताळणीसाठी दैनिक दिनकर वृत्तपत्रात प्रसिध्द करून मालमत्ता विकण्याचा प्रयत्न

मा.एनसीएलटी यांनी मला इंटरीम रिझोल्युशन प्रोफेशनल म्हणुन नियुक्ति केले होते. त्यानंतर कर्जदाराच्या कमिटी ऑफ केडीटर समितीने एसएसएआरव्हिआय रिझोल्युशन सर्विस एलएलपी ची रिझोल्युशन प्रोफेशनल म्हणुन नियुक्ति केली त्यावर मा.एनसीएलटी ने आयए क्र. ८२/२०२४ व्दारे मान्यता दिलेली आहे.सदरच्या रिझोल्युशन प्रोफेशनलने फायनानशिअल एक्सप्रेस (इंग्लिश) व नवकाळ (मराठी) मध्ये दि.२०/०१/२०२४ रोजी सदरची कंपनी विकण्याकरीता फॉर्म जी प्रकाशीत केलेला आहे.

त्यानंतर अमित अग्रवाल,कमल अग्रवाल व आकाश अग्रवाल यांनी सुप्रिम कंपनीची मालमत्ता VT-UDN सेना ग्रॅन्ड कारवन २०८- बी ही मालमत्ता इतर डायरेक्टर यांना कोणतीही कल्पना न देता ट्रिक एअर बी.व्हि यांना विकुन सदर मालमत्तेची ५ लाख ५० हजार युएसडी डॉलर इतकी रक्कम कराराप्रमाणे ठरली होती. त्याप्रमाणे मिशेल नीफेल याने दिनांक ०५/०८/२०२२ रोजी एस्क्रो यांचे खात्यात ५ लाख ५० हजार युएसडी डॉलर इतकी रक्कम जमा केले.त्यानंतर दिनांक १०/१२/२०२२ रोजी अमित अगरवाल याने मिशेल निफेल यास बिलाचे इन्व्हाईस पाठविले व जयपुर एअरपार्ट विमानतळाचे चार्जेस भरण्यासाठी ६० हजार डॉलरचे बिल पाठविले. दिनांक १०/०१/२०२३ रोजी मिशेल याने सुप्रिम ट्रान्सपोर्ट ऑर्ग.प्रा.लि. या कंपनीचे खाते क्र. ०४७२०२०००००५६१ बँक ऑफ बरोडा साकीनाका बॅन्च येथे एस्क्रो यास सांगुन पैसे पाठविले. दिनांक १८/११/२०२३ रोजी आम्ही बँक ऑफ बरोडा साकीनाका ब्रॅन्च येथे स्टेटमेंन्ट साठी पत्र दिले त्यावेळी आम्हास बँक स्टेटमेंन्ट प्राप्त झाले त्यावेळी सदर अकाउंन्ट मध्ये २१,८४० रु शिल्लक होते.

निलंबीत संचालक अमित अग्रवाल, कमल अग्रवाल व आकाश अग्रवाल यांनी मा.एन.सी. एल.टी कडे एअरक्राफ्ट VT-UDN सेना ग्रॅन्ड कारवन २०८- बी हे त्यांचे ताब्यात मिळण्याकरिता दिनांक १०/११/२०२३ रोजी अर्ज दाखल केला असल्याने आम्ही दिनांक २४/११/२०२३ रोजी सदर अर्जाचा खुलासा सादर केला आहे.तरी सदर प्रकरण हे मा.एनसीएलटी यांचेकडे चालू आहे.

दिनांक २९/०१/२०२४ रोजी विशेष तपास शाखा (SIB) मुंद्रा पोर्ट यांनी आम्हाला कारणे दाखवा नोटीस पाठविल्याने आम्ही तात्काळ मिशेल नीफेल यास करार रद्द केलेबाबतची नोटीस इमेलद्वारे पाठविली आहे.तरी अग्रवाल,कमल अग्रवाल,आकाश अग्रवाल यांनी मिशेल नीफेल यांची व कंपनीची आर्थिक फसवणूक केल्याने आम्ही दिनांक ०७/०२/२०२४ रोजी पोलीस आयुक्त कार्यालय मुंबई येथे यांचेविरुद्ध तक्रार अर्ज केलेला आहे.

माझा जबाब मराठीत लिहला असुन तो माझे सांगणेप्रमाणे बरोबर व खरा आहे.

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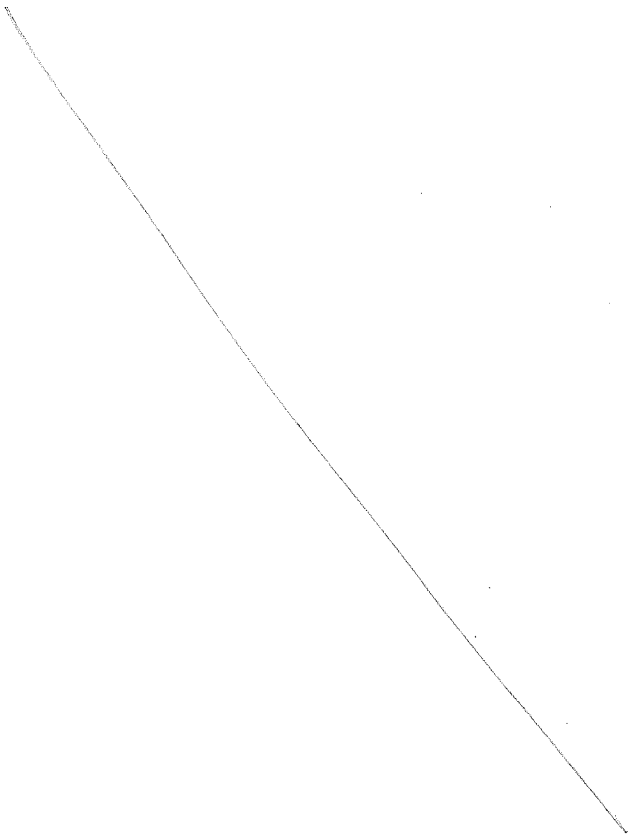
(Mr. Prashant Jain)



जबाब दि. १४/०५/२०२४

नाव : श्री बालाजी सुमन्त चिमोटे ,वय-२९ वर्षे, धंदा-नोकरी, रा.ठी. ६१०,सेक्टर ३० वाशी,नवी मुंबई ४००७०३.

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मी वरीलप्रमाणे असुन वर नमुद पत्यावर माझे कुंटूबियासह रहावयास आहे. . मी रिझोल्युशन प्रोफेशनल येथे नोकरी करीत असुन त्यातून मिळणाऱ्या उत्पन्नाअंतर्गत माझे व माझे कुटूंबियांचा उदरनिर्वाह चालतो.

आज म.सपोनि यांनी आ.गु.वि.कक्ष.७ येथे बोलावुन ३२/२०२४ कलम. ४०९,४२०,४६४,४६८,४७१,३४ भा.द.वी या गुन्हयाची थोडक्यात हकीकत समजावुन सदर गुन्हयातील आरोपी नामे अमीत कमल अग्रवाल यांचे सुप्रिम ट्रान्सपोर्ट ऑर्गनायझोशन प्रा.लि. ५ बी, अक्षय मीत्त्ल ईडस्ट्रियल इस्टेट अंधेरी पुर्व मुंबई ५९ येथील पंचनामा करणे आवश्यक असल्याने दि. ०८/०९/२०२३ रोजीच्या मा.एन सी एल टी, मुंबई.या न्यायाअधिकाराच्या आदेशान्वये सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन या कंपनीचे आय आर पी चे अधिकृत म्हणुन प्रतिनिधी प्रशांत जैन यांनी लेखी पत्र दि.१४/०५/२४ अन्वये नेमणुक केले बाबतचे पत्र तपासी अधिकारी सपोनि वाघमारे यांच्या ताब्यात दिले.

तपासी अधिकारी सपोनि वाघमारे यांनी दोन पंचा समक्ष ऑफिस क्र बी ३४ व ऑफिस क्र बी ३२ या घटनास्थळांचा माझ्या समक्ष दिसत्या परिस्थिती नुसार पंचनामा केला.सदर बाबत संपुर्ण तपशील घटनास्थळाच्या पंचनाम्यात दिलेला आहे.

माझा जबाब संगणकावर मराठीत टंकलिखीत केला असुन तो माझे सांगणेप्रमाणे बरोबर व खरा आहे.

समक्ष,

(स्वप्ना वाघमारे)
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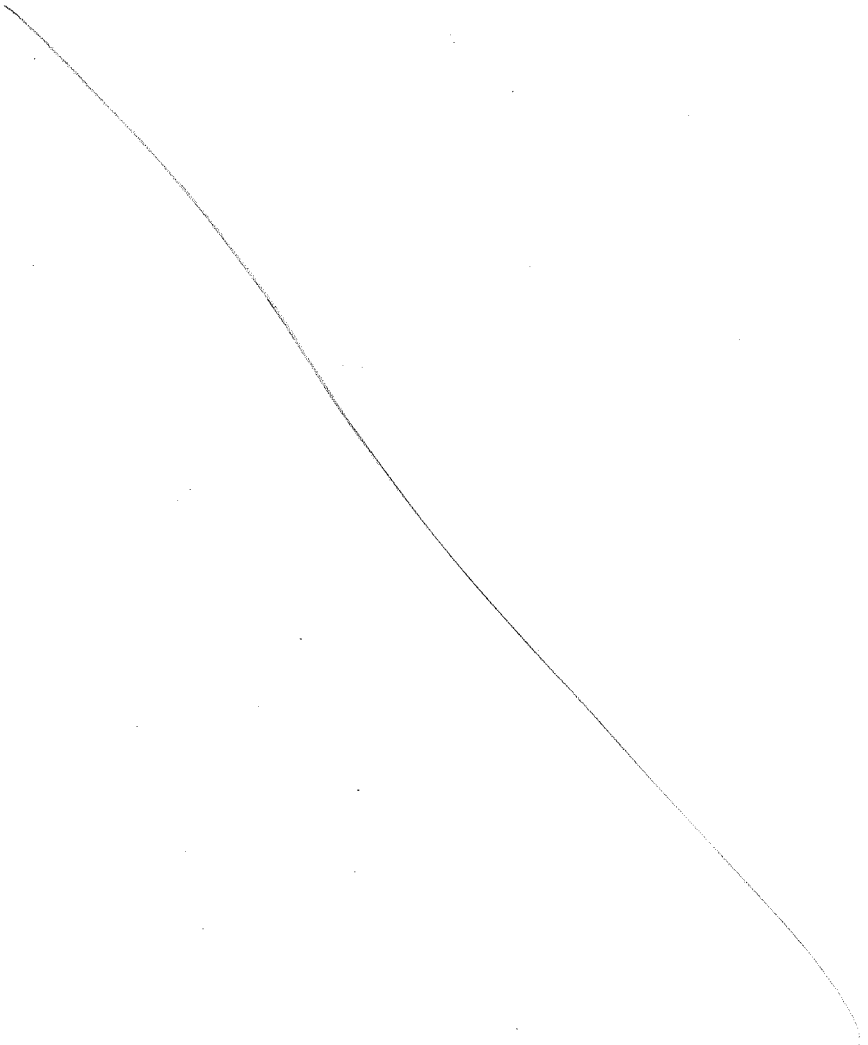

जबाब

दि.२२/११/२०२५

नाव :श्री अमित कमल अग्रवाल, वय-३५ वर्षे, व्यवसाय-पायलट
रा.ठी.७०३,संकल्प मिस्त्री कॉम्प्लेक्स, जे.बी नगर, अधेरी पुर्व-५९,
मो क्र.९८७०८११२२४, इमेल आयडी -ammeet@supremeaviation.com

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मी वरील प्रमाणे असुन माझेविरूध्द आर्थिक गुन्हे विभाग मुंबई येथे ३२/२०२४ भा.दं.वि. कलम ४०९, ४२०, ४६५, ४६७,४६८, ४७१, ३४ (सहार पोलीस ठाणे गु.र.नं.४६४/२०२४) प्रमाणे गुन्हा दाखल असुन गुन्हयामध्ये मला दि.०८/०५/२०२५ रोजी अटक करण्यात आली होती व दि. ११/०६/२०२५ रोजी मा.अति. मुख्य न्यायदंडाधिकारी, ४७ वे.न्यायालय, एस्प्लनेड मुंबई यांनी जामीनावर मुक्त केले आहे. सदर गुन्हयाचे अनुशंगाने मी स्वताहुन मला प्राप्त झालेल्या अतिरीक्त माहिती सादर करणेकामी तपासकामी हजर राहुन विचारलेवरून स्वताचा जबाब देत आहे.

सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन फर्मची स्थापना सन १९८३ साली झालेली आहे. सन २००३ मध्ये कुटुंबाव्यतिरीक्त बाहेरील पार्टनर रिटार्यड झाले. सन २००८ नंतर सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन ही फर्म प्रायव्हेट लिमिटेड मध्ये ट्रान्सफर झाली. सदर कंपनीत एकूण ७ डायरेक्टर नामे १.जगदीश अग्रवाल २.आनंद अग्रवाल ३.कमल अग्रवाल ४. सतीश अग्रवाल ५.अरूण अग्रवाल ६.विमल अग्रवाल ७.गिरिश अग्रवाल हे झाले. त्यानंतर सन २०१२ मध्ये माझे काका नामे जगदीश अग्रवाल हे मयत झाले.

सन २०१५ मध्ये मी व आकाश अग्रवाल कपंनीमध्ये कार्यकारी संचालक म्हणून नियुक्त झालो. सन २०१५-२०२२ पर्यत मी स्वत: संगिता ॲवियेशन सर्व्हिसेस प्रा.लि कंपनीतून ४० कोटी सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि या कंपनीला ७६ कोटीचे लोन भरण्यासाठी ट्रान्सफर केले. बाकीचे ३६ कोटी सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि ची प्रॉपर्टी विकून सर्व बॅकेचे लोन भरले. दिल्ली,बॅगलोर,मालेगाव,पाली,बालोत्रा,अहमदाबाद,इत्यादी ठिकाणची सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि ची ४० कोटीची प्रॉपर्टी संगिता ॲवियेशन सर्व्हिसेस प्रा.लि कंपनीला देण्याचे ठरविले आहे. या सर्व गोष्टीमुळे रवी आनंद अग्रवाल, सतिश अग्रवाल, अरूण अग्रवाल आणि इतर सर्व नाराज झाले. यामुळे आणखी फसवणूक सूरू ठेवण्याची त्यांची योजना बिघडली आणी म्हणून त्यांनी N.C.L.T. येथे नोव्हेंबर २०१५ मध्ये केस नं ८८ /एमबी/२०१५ सह माझ्यावर माझे वडिल, कमल अग्रवाल, विमल अग्रवाल, गिरिश अग्रवाल आणि आकाश अग्रवाल यांच्यावर गैरव्यवस्थापनाचे आरोप केले. नोव्हेंबर २०१५ ते जानेवारी २०१९ पर्यत रवी आनंद अग्रवाल व इतर लोकानी आमच्यावर फसवणुकीचे गुन्हे व खटले वेगवेगळया कोर्टामध्ये दाखल केले. जानेवारी २०१९ मध्ये रवि अग्रवाल व आनंद अग्रवाल याने दोघांचे २४ टक्के शेअर्स माझे वडिल नामे कमल अग्रवाल यांचे नावे केले, आमच्यावर असलेले फसवणुकीचे गुन्हे व खटले रद्द केलेबाबतचे ॲफिडिव्हिट कोर्टाला दिले. त्यानंतर मे/जून २०१९ मध्ये अरूण अग्रवाल यांना बोर्डवरून काढण्यात आले. ऑक्टोबर/नोव्हेंबर २०१७/२०१८ मध्ये सतीश अग्रवाल यांचे निधन झाले.

एप्रिल २०१८ ते ऑगस्ट २०२२ पर्यत विमल अग्रवाल, नुपूर विमल अग्रवाल, गिरिश अग्रवाल, समिक्षा गिरिक्ष अग्रवाल, पिंकी अग्रवाल, राजेश अग्रवाल व इत्यादी आरोपींना ६ कोटी च्या वरती पैश्यांचा गैरव्यवहार केला. त्याबाबत एप्रिल २०२३ मध्ये सहार पोलीस ठाणे येथे गुन्हा नोंद करण्यात आला होता. ३

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ऑगस्ट २०२३ मध्ये (N.C.L.T.) दिनांक १ ऑगस्ट २०२३ च्या ऑर्डरप्रमाणे विमल अग्रवाल व गिरिश अग्रवाल कंपनीच्या डायरेक्टरशिप मधून काढण्यात आले. त्यानंतर कंपनीच्या बोर्डमध्ये माझे वडिल कमल अग्रवाल ,मी आणि आकाश अग्रवाल आहोत.

७ ऑगस्ट २०१८ मध्ये VT-UDN हे विमान गंगानगर एअरपोर्ट रनवे मधून बाहेर काढण्यात आले. त्यानंतर न्यु इंडिया इन्शुरन्स विमा कंपनीचा ११ कोटीचा विमा आरबीट्रेशन मध्ये आहे. त्यानंतर २०२२ ला मिशेल निफेल याने मला VT-UDN AIRCRAFT खरेदी करण्याबाबत ईमेल केला.त्यानंतर Purchase agreement सही केले.त्यामध्ये ५५०,००० युएस डॉलर देण्याचे व जयपूर एअरपोर्ट येथे VT-UDN AIRCRAFT ची डिलिव्हरी देण्याचे ठरले. त्यानंतर पावल एस्क्रो एजन्सी यांनी त्याबाबत पडताळणी करून अहवाल दिला. राजस्थान हायकोर्ट यांचे आदेशान्वये ४६ लाख रूपये एअरपोर्ट ॲथोरिटी जयपूरला भरण्याबाबत एस्क्रो एजन्सी ने ५५०,००० युएस डॉलर मधील ६० हजार डॉलर सुप्रिम ट्रान्सपोर्ट प्रा.लि.च्या अकाउंट वर नोव्हेंबर /डिसेंबर २०२२ मध्ये ट्रान्सफर केले. त्यानंतर ७ फेब्रुवारी २०२३ रोजी हेनरिक याने VT-UDN AIRCRAFT ची डिलिव्हरी घेउन मिशेल निफेल ला सांगितले. मिशेल निफेल आणी हेनरिक या दोघांनी AIRCRAFT ची डिलिव्हरी रिसीव्ह करून पोचपावती सही करून दिली. सदरची पोचपावती पावल एस्क्रो एजन्सी यांना दिली. मी सदरची पोचपावती अदानी जयपूर एअरपोर्ट यांना देवून AIRCRAFT, CONTAINER, TRAILOR चा एक्झिट पास सादर करण्याची परवानगी दिली. मिशेल निफेल आणी हेनरिक या दोघांनी पावल एस्क्रो एजन्सीला उर्वरित रक्कम ४ लाख ९० हजार युएस डॉलर शोरलाईटच्या अकाउंटला देण्याचे परवानगी दिली. वरील सर्व बाबीनुसार आमचा व मिशेल निफेल व हेनरिक यांच्यातील AIRCRAFT Purchase agreement नुसार आमच्यातील व्यवहार त्याचठिकाणी पूर्ण झालेला आहे.

दि.१८ मे २०२३ ला विमल अग्रवाल यांनी (N.C.L.T.) मधुन कोर्टाची ऑर्डर घेतली की, AIRCRAFT,CONTAINER हे मुंद्रा पोर्ट गुजरात येथे थांबविण्यास सांगितले.त्यानंतर माझ्या वकिलाने (N.C.L.T.) ला सर्व माहीती दिली. १९ डिसेंबर २०२३ (N.C.L.T.) ने ऑर्डर दिली की, AIRCRAFT Purchase agreement हे वैध असून त्याला थांबविता येणार नाही, तसेच कोणत्याही प्रॉपर्टी विकण्यास सन २०१७ पासून कोणत्याही प्रकारचा प्रतिबंध नव्हता.

यानंतर सीए प्रशांत जैन यानी सप्टेंबर २०२३ ला AIRCRAFT, CONTAINER हे मुंद्रा पोर्ट गुजरात येथे थांबविण्यासाठी कस्टमला पत्रव्यवहार केला व माझ्या वकिलाने (N.C.L.T.) ला सर्व माहीती दिली व पिटीशन फाईल केले की, सीए प्रशांत जैन यांना शासनाच्या अधिसूचनेनुसार कोणत्याही प्रकारचा अधिकार नाही. फिर्यादी विकास शुक्ला याने डिसेंबर २०२३ ला सहार पोलीस स्टेशनला खोटा अर्ज दाखल केल्याने त्या संदर्भात मला समन्स देण्यात आले होते. त्यानुसार मी सहार पोलीस स्टेशनला १० जानेवारी २०२३ ला वरील माहीतीप्रमाणे सर्व कागदपत्रे दाखल करून गुन्हा दाखल करण्याची विनंती केली, त्यानंतर आर्थिक गुन्हे विभाग येथे ८ मे २०२४ ला मला अटक करण्यात आली होती. यासंदर्भात असे म्हणणे आहे की,

एनसीएलटीने एकरक्कम विकण्यास कधीही मनाई केली नाही तसेच MINISTRY OF CORPORATE AFFAIRS NOTIFICATION, New Delhi, the 3rd October, 2023 यामध्ये पुढीलप्रमाणे नमुद करण्यात आले आहे. " S.O. 4321(E)-WHEREAS, the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment were adopted under the joint auspices of International Civil Aviation

Organization and the International Institute for the Unification of Private Law concluded at Cape Town on 16th November, 2001;

AND WHEREAS, India, being a signatory to and having acceded the Convention and the Protocol by depositing with the International Institute for the Unification of Private Law the instruments of accession on 31.03.2008:

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (3) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), the Central Government hereby notifies that the provisions of sub-section (1) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters."

याबाबत मा.अति.मुख्य न्यायदंडाधिकारी न्यायालयाने आरोपी अमित अगरवाल यांचे जामीन अर्ज क्र. ७७४/२०२४ मंजुर करतांना दि.११/०६/२०२५ रोजी पारीत केलेल्या आदेशामध्ये सुध्दा वरील निरीक्षण नोंदविले आहे.

ॲक्सीस बँकेबाबत कर्जाचे मोबदल्यात VT-UDN सेसना कारवान एअरक्राफ्ट तारण/गहाण नव्हते. त्यामुळे 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमीटेड किंवा आम्ही यांनी विमान विक्रीचा व्यवहार करतांना एनसीएलटी दावे, ॲक्सीस बँक तारण यासंबधी कोणतीही अडचण करारनामा करतांना नव्हती. करारनाम्याप्रमाणे विमानाची विक्री होवुन त्याची डिलेव्हरी जयपुर विमानतळ येथेच देण्यात आली असुन त्यानुसार सर्व मोबदला रक्कम मला मिळालेली आहे.

आपण विचारणा केली त्याप्रमाणे जयपूर विमानतळ येथुन VT-UDN Cessna Grand Caravan C2080 2013 (old & used Aircraft Parts) विमानाचे इंजिन काढुन ते दिल्ली येथे आणुन दिल्ली येथुन KLM Cargo vide AWB No.07459095610 नुसार दि.१७/०२/२०२३ रोजी Intercontinental Commercial Aircraft Inc, Miami Florida, USA येथे निर्यात करून पाठविण्यात आले होते. निर्यात करतांना सदर विमान विक्रीचे असल्याबाबत माहिती कस्टम विभागापासुन लपवुन ठेवण्यात आली व त्याऐवजी स्क्रप इंजिन मुळ पुरवठादार यांना परत करण्यात येत असल्याचे खोटे कागदपत्र तयार करण्यात आले होते, यासंबधी मला काहीही माहिती नाही. मी जयपुर विमानतळ येथे विमानाची डिलेव्हरी दिल्यानंतर परत त्यामध्ये लक्ष घातले नाही. मला हेन्रिक याने जे फोटाग्राफ पाठविले त्यामध्ये इंजिनसुध्दा पॅकिंग केलेले दिसुन येत होते त्यामुळे विमानाचे पार्ट्स सोबत पाठविण्यात येणार असल्याचे मला समजले होते.

एप्रील २०२३ मध्ये हेन्रिक व मिशेल हे दोघेही माझे संपर्कात होते त्यांनी सांगीतले की, सुरवातीला Flyd Aerospares Pvt Ltd चे नावाने शिर्पींग बिल करीता प्रस्ताव सादर केला होते तो कस्टम विभागाने नामंजूर केल्याने सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. चे नावाने सुधारीत प्रस्ताव सादर करण्याकरिता सर्व मदत केली होती त्यानंतर जीएसटी शुल्क न भरल्याचे कारणावरून मुंद्रा विमानतळ येथे विमानाचे पार्ट्स अटकावून ठेवले होते च चौकशी सुरू केली होती त्यामध्ये सुध्दा मी हेन्रिक व मिशेल यांना मदत करित होतो. ते सांगतील त्याप्रमाणे पत्राचे मसुद्यावर सही करून पाठवित होतो. यावेळी आपले कागदपत्रात बघीतलेले उपआयुक्त, कस्टम विभाग मुंद्रा यांना दिलेले पत्र हे हेन्रिक याने पाठविले होते त्यावर मी शिक्का मारून सही करून पाठविले होते परंतु आपले कागदपत्रावर असलेले पत्र यावरील कार्यालयीन पत्ता हा बेंगलोर येथील आहे तो माझा नसुन विमल अगरवाल याचा आहे व त्यावर दिनांक सुध्दा नमुद नाही. त्यामुळे मी पाठविलेले पत्र विमल अगरवाल यांचे मदतीने परस्पर बदलले आहे. आपण सांगीतले त्याप्रमाणे कंटेम्ट पिटीशन न.४/२०२३

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यामध्ये VT-UDN Cessna Grand Caravan C208B 2013 (Old & Used Aircrafts Parts) Without Engine असा उल्लेख आहे परंतु त्याचे शिंपींग बिल वेगळे तयार केल असु शकते असे वाटल्याने त्याकडे मी बारकाईने लक्ष दिले नाही.

उर्वरीत कागदपत्राचे अवलोकन केले असता Aircraft Part - Cessna Grand Caravan C208B Engine Model No.PT6A-114A Serial No.PC E-PC2041 ज्याचे मुल्य १००००० यु.एस.डी. भारतीय चलनातील अंदाजे ८५,००,००० रू मुल्य दर्शविलेले आहे. ते इंजिन जयपूर विमानतळ येथे वेगळे काढुन विमानाव्दारे Flyd Aerospares Pvt Ltd यांनी Intercontinental Commercial Aircraft, Inc. यांना Flight No. KL872 व्दारे दि.१९/०२/२०२३ रोजी पाठविलेले आहे. यासंदर्भात इंजिनचे वजन करणे, पॅकिंग करणे, एनओसी देणे, विविध लॉजिस्टीक हाताळणी देयके इत्यादी कागदपत्र सोबत जोडले आहे. प्रत्यक्षात सदर विमान इंजिनाची अंदाजे किंमत ४ करोड रू आहे. Flyd Aerospares Pvt Ltd यांना शिर्पीगबिल मध्ये एक्स्पोर्टर दर्शविण्यात आले आहे ज्याचा या विमानाशी काही संबध नाही, त्यामुळे कस्टम विभागाची दिशाभूल करून आम्हाला काहीही न कळविता परस्पर विमानाचे इंजिन पाठविण्यात आले आहे. इंजिनाचे स्वरूपात सदर किंमत Intercontinental Commercial Aircraft, Inc. यांना परत मिळाली आहे तसेच नटवरलाल टिबरेवाल आणि श्रीमत लता टिबरेवाल यांनी मा.न्यायालयाचे सहमतीपत्र दाखल करून ४,९०,००० यु.एस.डी. ऐवढी रक्कम Intercontinental Commercial Aircraft, Inc. यांना परत केली आहे. त्यामुळे यामध्ये फिर्यादी विकास शुक्ला, ट्रेकऐअर बी.व्ही किंवा Intercontinental Commercial Aircraft, Inc. यांना कोणतेही कोणतेही आर्थिक नुकसान झाले नसुन दुप्पट लाभ/फायदा झाला आहे. या प्रकरणात सुप्रीम ट्रान्सपोर्ट ऑ.प्रा.लि. यांना मिळालेली ६०,००० युएसडी रक्कम जयपूर विमानतळ येथील विविध शुल्कभरणा करण्याकरीता वापरली आहे त्यामुळे या व्यवहारात आम्हाला प्रत्यक्ष कोणतीही रक्कम मिळालेली नाही. उलट कंपनीचे इंजिन, विमान विक्री करूनसुध्दा त्यांचे कंपनीला कोणतीही रक्कम मिळालेली नाही. यावरून फिर्यादी विकास शुक्ला यांनी तथ्य लपवुन खोटी तक्रार दिली आहे. माझा जबाब मराठीत लिहला असुन तो माझे सांगणेप्रमाणे बरोबर व खरा आहे.

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आर्थिक गुन्हे शाखा, कक्ष.५,(ज.चि.३)
मुंबई

जबाब

दि.२४/११/२०२५

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मी वरील प्रमाणे असुन माझेविरूध्द आर्थिक गुन्हे विभाग मुंबई येथे ३२/२०२४ भा.दं.वि. कलम ४०९, ४२०, ४६५, ४६७,४६८, ४७१, ३४ (सहार पोलीस ठाणे गु.र.नं.४६४/२०२४) प्रमाणे गुन्हा दाखल असुन गुन्हयामध्ये मला दि.०२/०९/२०२५ रोजी मा.सत्र न्यायालयाकडून अटकपुर्व जामीन अर्ज मंजूर करण्यात आला आहे. सदर गुन्हयाचे अनुशंगाने मी स्वताहुन मला प्राप्त झालेल्या अतिरीक्त माहिती सादर करणेकामी तपासकामी हजर राहुन विचारलेवरून स्वताचा जबाब देत आहे.

सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन फर्मची स्थापना सन १९८३ साली झालेली आहे. सन २००३ मध्ये कुटुंबाव्यतिरीक्त बाहेरील पार्टनर रिटार्यड झाले. सन २००८ नंतर सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन ही फर्म प्रायव्हेट लिमिटेड मध्ये ट्रान्सफर झाली. सदर कंपनीत एकूण ७ डायरेक्टर नामे १.जगदीश अग्रवाल २.आनंद अग्रवाल ३.कमल अग्रवाल ४. सतीश अग्रवाल ५.अरूण अग्रवाल ६.विमल अग्रवाल ७.गिरिश अग्रवाल हे झाले. रवी आनंद अग्रवाल, सतिश अग्रवाल, अरूण अग्रवाल आणि इतर यांनी N.C.L.T. येथे नोव्हेंबर २०१५ मध्ये केस नं ८८ /एमबी/२०१५ सह माझ्यासह माझी मुले अमित अग्रवाल, विमल अग्रवाल, गिरिश अग्रवाल आणि आकाश अग्रवाल यांच्यावर गैरव्यवस्थापनाचे आरोप केले. जानेवारी २०१९ मध्ये रवि अग्रवाल व आनंद अग्रवाल याने दोघांचे २४ टक्के शेअर्स माझेनावे केले, त्यानंतर मे/जून २०१९ मध्ये अरूण अग्रवाल यांना बोर्डवरून काढण्यात आले. ऑक्टोबर/नोव्हेंबर २०१७/२०१८ मध्ये सतीश अग्रवाल यांचे निधन झाले.

७ ऑगस्ट २०१८ मध्ये VT-UDN हे विमान गंगानगर एअरपोर्ट येथे अपघात झाला होता. त्यानंतर २०२२ ला मिशेल निफेल यांना VT-UDN AIRCRAFT विक्री करण्याबाबत अमित अगरवाल यांनी सांगीतले होते त्याला माझा व इतर कंपनीचे संचालकांचा पाठींबा होता. विमान ५५०,००० युएस डॉलर मध्ये देण्याचे व जयपूर एअरपोर्ट येथे VT-UDN AIRCRAFT ची डिलिव्हरी देण्याचे ठरल्याबाबत अमित अगरवाल यांनी सांगीतले होते. दि.७ फेब्रुवारी २०२३ रोजी VT-UDN AIRCRAFT ची डिलिव्हरी देण्यात आली होती तसेच एस्क्रो एजन्सीकडुन सुरवातील ६०००० युएसडी पाठविण्यात आले होते त्यानंतर उर्वरित रक्कम ४ लाख ९० हजार युएस डॉलर शोरलाईटच्या अकाउंटला देण्याचे ठरले होते त्यानुसार करार करून रक्कम पाठविण्यात आली आहे.

दि.१८ मे २०२३ ला विमल अग्रवाल यांनी (N.C.L.T.) मधुन कोर्टाची ऑर्डर घेतली की, AIRCRAFT,CONTAINER हे मुंद्रा पोर्ट गुजरात येथे थांबविण्यास सांगितले. त्यानंतर आर्थिक गुन्हे विभाग येथे ८ मे २०२४ ला आमचेविरूध्द गुन्हा दाखल करून माझा मुलगा अमित अगरवाल याला अटक करण्यात आली होती. माझा मुलगा अमित अगरवाल हा दि.०८/०५/२०२४ ते दि.१६/०५/२०२४ या दरम्यान पोलीस कोठडीमध्ये होता तसेच त्यानंतर दि.११/०६/२०२४ पावेतो न्यायालयीन कोठडीत ऑर्थर

रोड कारागृहात होता. त्यामुळे मी खुप तणावात होतो व फिर्यादी यांचेशी बोलुन प्रकरणाची सोडवणुक करावी यासाठी प्रयत्न करीत असतांना दि. १९ व २० मे रोजी फिर्यादी विकास शुक्ला यांचा भाउ पंकित शुक्ला यांनी माझेशी संपर्क साधला व प्रकरण आपसात करण्यासाठी ८ कोटी रू रक्कमेची मागणी केली त्यावर मी ऐवढी रक्कम देवु शकत नसल्याचे कळविल्यानंतर त्यांनी विमानाची प्राप्त रक्कम व त्यावरील खर्चासाठी काही रक्कम द्यावी लागल्याचे सांगीतले मी त्याला होकार दर्शविल्यानंतर पंकीत शुक्ला यांनी आर्थिक गुन्हे विभाग मुंबई येथे मला ईमेलव्दारे प्रस्ताव पाठविण्यास सांगीतला मला ईमेल पाठविता येत नसल्याने पंकित शुक्ला यानेच ईमेल पाठविण्यास मदत केली. त्यानुसार दि. २१/०५/२०२५ रोजी मी विमान परत केल्यास ४ आठवडयात प्राप्त रक्कम परत करण्यात तयार असल्याचे सांगीतले व प्रस्ताव स्विकारल्यास ५० लाख रू दोन दिवसात देण्याचे सुध्दा मान्य केले होते. यानंतर पंकित शुक्ला यांनी प्रस्तावानुसार सुरवातीला ५० लाख रू ऐवजी १ कोटी रू रोख स्वरूपात मागीतले ते देण्यास मी नकार दिला असता त्यांनी प्रस्ताव स्विकारणार नाही व मुलाला किमान १ वर्ष जेलमध्येच रहावे लागेल असे सांगीतले त्यामुळे मी काळजीपोटी होकार देवुन १ कोटी रू ऐवजी ७५ लाख रू देण्याची तयारी दर्शविली. त्यानंतर मी माझे वैयक्तिक बँक खाते व सुप्रील टेलर फर्म यामधुन विनोद अगरवाल याचे मदतीने कॅश विड्रॉल करून पंकित शुक्ला यांना दि. २३/०५/२०२५ रोजी ७५ लाख रू रोख स्वरूपात दिले आहेत. त्यानंतर एफआयआर परत घेण्याऐवजी जामीन अर्जास विरोध करणे चालु केले, दि. ११/०६/२०२४ रोजी अमित अगरवाल याचा जामीन मंजूर झाल्यानंतर विकास शुक्ला याने परत जामीन रदद करण्यासाठी सत्र न्यायालयात अर्ज केला आहे.

याप्रकरणात मी सांगतो की, MINISTRY OF CORPORATE AFFAIRS NOTIFICATION, New Delhi, the 3rd October, 2023 नुसार एअरक्राफ्ट निर्यात हा विषय एनसीएलटी मध्ये येत नाही. ॲक्सीस बँकेबाबत कर्जाचे मोबदल्यात VT-UDN सेसना कारवान एअरक्राफ्ट तारण/गहाण नव्हते. त्यामुळे 'सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमीटेड किंवा आम्ही यांनी विमान विक्रीचा व्यवहार करतांना एनसीएलटी दावे, ॲक्सीस बँक तारण यासंबधी कोणतीही अडचण करारनामा करतांना नव्हती. करारनाम्याप्रमाणे विमानाची विक्री होवुन त्याची डिलेव्हरी जयपुर विमानतळ येथेच देण्यात आली असुन त्यानुसार सर्व मोबदला रक्कम मिळालेली होती.

आपण विचारणा केली त्याप्रमाणे जयपूर विमानतळ येथुन VT-UDN Cessna Grand Caravan C2080 2013 (old & used Aircraft Parts) विमानाचे इंजिन काढुन ते तेथुनच KLM Cargo vide AWB No.07459095610 नुसार दि. १७/०२/२०२३ रोजी Intercontinental Commercial Aircraft Inc, Florida, USA येथे निर्यात करून पाठविण्यात आले होते. यासंबधी मला काहीही माहिती नाही.

इंजिनाचे स्वरूपात अंदाजे ४ कोटी रू Intercontinental Commercial Aircraft, Inc. यांना परत मिळाली आहे तसेच नटवरलाल टिबरेवाल आणि श्रीमत लता टिबरेवाल यांनी मा.न्यायालयाचे सहमतीपत्र दाखल करून ४,९०,००० यु.एस.डी. ऐवढी रक्कम Intercontinental Commercial Aircraft, Inc. यांना परत केली आहे. त्यामुळे यामध्ये फिर्यादी विकास शुक्ला, ट्रेकऐअर बी.व्ही किंवा Intercontinental Commercial Aircraft, Inc. यांना कोणतेही कोणतेही आर्थिक नुकसान झाले नसुन दुप्पट लाभ/फायदा झाला आहे. या प्रकरणात सुप्रीम ट्रान्सपोर्ट ऑ.प्रा.लि. यांना मिळालेली ६०,००० युएसडी रक्कम जयपूर विमानतळ येथील विविध शुल्कभरणा करण्याकरीता वापरली आहे त्यामुळे या व्यवहारात आम्हाला प्रत्यक्ष

कोणतीही रक्कम मिळालेली नाही. उलट कंपनीचे इंजिन, विमान विक्री करूनसुध्दा त्यांचे कंपनीला कोणतीही रक्कम मिळालेली नाही. यावरून फिर्यादी विकास शुक्ला यांनी तथ्य लपवुन खोटी तक्रार दिली आहे. विकास शुक्ला याचा भाउ पंकित शुक्ला याने माझेकडून ७५ लाख रू मुलगा अमित अगरवाल याला वर्षभर जेलमध्ये ठेवण्याची धमकी देवून बळकावले आहेत याबाबत मी योग्य प्राधीकरणाकडे तक्रार करणार आहे. माझा जबाब मराठीत लिहला असुन तो माझे सांगणेप्रमाणे बरोबर व खरा आहे.

समक्ष

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मुंबई

फौजदारी दंड प्रक्रीया संहीता कलम ४१ अ अन्वये नोटीस

जा.क्र. ९०९ /वपोनि/आ.गु.
वि/कक्ष-७(शेअर्स)/२०२४
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प्रति,

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जे.बी.नगर,अंधेरी(पुर्व),मुंबई-४०००५९

विषय :- गुन्हयाच्या तपासकामी आर्थिक गुन्हे विभाग, मुंबई येथे हजर राहणेबाबत...
संदर्भ :- आ.गु.वि ३२/२०२४,कलम ४०९,४२०,४६५,४६७,४६८,४७,३४ भा.दं.वि.

फौ.दं.प्र.सं. कलम ४१ अ च्या उपकलम (१) अंतर्गत प्राप्त अधिकाराान्वये, याद्वारे आपणास कळविण्यात येते की, दिनांक ०८/०५/२०२२ रोजी आर्थिक गुन्हे विभाग, मुंबई, कक्ष-७ (शेअर्स) येथ गु.र.क्र.०९/२०२२,कलम-४०९,४२०,४६५,४६७,४६८,४७,३४ भा.दं.वि.अन्वये नोंद करण्यात आलेल्या अपराधामध्ये तपासाच्या अनुषंगाने, आपणाकडे काही वस्तुस्थिती जाणुन घेण्याकरीता काही मुद्दयांवर व घटनेबाबत चौकशी करण्याकरीता वाजवी कारणे आहेत. त्यामुळे आपणास याव्दारे सुचीत करण्यात येते की, दिनांक १७/०५/२०२३ रोजी सकाळी १२:०० वा. स.पो.नि.स्वप्ना वाघमारे, कक्ष-७ (शेअर्स),आर्थिक गुन्हे विभाग, मुंबई, यांचे समक्ष नचुकता हजर रहावे.

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सत्यमेव जयते

सदैवतत्पर, सदैवमदतीस

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जा.क्र.1850 /वपोनि/आगुवि/कक्ष-७(शेअर्स)/२०२४, दि-२०/०९/२०२४

प्रति,

कमल नगरमल अग्रवाल,
९०१,बीकानेर भवन,
जैन मंदीरासमोर,जे बी नगर,
अंधेरी पुर्व.४०००५९
मो.क्र-९८२११५७८२५.

विषय - दाखल गुन्हयाच्या अनुषंगाने तपासकामी आ.गु.शा,मुंबई येथे हजर राहणेबाबत

संदर्भ - आ.गु.शा. गुन्हा रजि.क्र ३२/२४ कलम- ४०९, ४२०, ४६५, ४६७, ४६८, ४७१,३४ भा.द.वी

आपणास यादवारे कळविण्यात येते की,आ.गु.शा गुन्हा रजि.क्र ३२/२४ कलम-४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४ भा.द.वी या गुन्हयाच्या अनुषंगाने अधिक तपास करणे आवश्यक असल्याने आपणाकडुन काही माहीती प्राप्त करणे आवश्यक आहे तरी आपण आर्थिक गुन्हे शाखा,मुबंई येथे दि. २३/०९/२४ रोजी १०.३० वा हजर राहवे.

स्वप्ना वाघमारे,
सहा.पोलीस निरीक्षक,
आर्थिक गुन्हे शाखा,मुंबई

वरिष्ठ पोलीस निरीक्षक आर्थिक गुन्हे विभाग

भारतीय डाक
India Post

EM764673057IN IVR:6977764673057
SP S. C. COURT S.O <400002>
Counter No:1.20/09/2024.13:13
To:KAMAL N AGARWAL ,BIKANE BHAVAN
PIN:400059. J.B. Nagar S.O
From:SR INSPECTD,UNIT 7 SHARES
Wt:20gms
Amt:0.00.SS:18.00Tax:2.70.Amt.Paid:0.00
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks. Stay Safe>

सदैवतत्पर, सदैवमदतीस

सत्यमेव जयते

स्वस्ति श्रीराज्याभिषेक शके ३५०

वरिष्ठ पोलीस निरीक्षक,कक्ष ७ (शेअर्स), आर्थिक गुन्हे विभाग,
३ रामाळा, नवीनप्रशासकीय इमारत,
पोलीसआयुक्तालय आवार,मुंबई- ४०० ००१.
E-mail.: srpiunit5.eowmum@mahapolice.gov.in

जा.क्र. १९७२/वपोनि/आगुवि/कक्ष-७(शेअर्स)/२०२४, दि-०४/१०/२०२४

प्रति,

कमल नगरमल अग्रवाल,
९०१,बीकानेर भवन,
जैन मंदीरासमोर,जे बी नगर,
अंधेरी पुर्व.४०००५९
मो.क्र-९८२११५७८२५.

विषय - दाखल गुन्हयाच्या अनुषंगाने तपासकामी आ.गु.शा,मुंबई येथे हजर राहणेबाबत

संदर्भ - आ.गु.शा. गुन्हा रजि.क्र ३२/२४ कलम- ४०९, ४२०, ४६५, ४६७, ४६८, ४७१,३४ भा.द.वी

आपणास यादवारे कळविण्यात येते की,आ.गु.शा गुन्हा रजि.क्र ३२/२४ कलम-४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४ भा.द.वी या गुन्हयाच्या अनुषंगाने अधिक तपास करणे आवश्यक असल्याने आपणाकडुन काही माहीती प्राप्त करणे आवश्यक असल्याने आपणास दि. २३/०९/२४ रोजी आर्थिक गुन्हे शाखा,मुबंई येथे हजर राहणेबाबत कळविले होते. त्या पत्राच्या अनुषंगाने आपण दि.२७/०९/२४ नंतर हजर राहणार असल्याचे पत्रादवारे कळविले होते परंतु अदयाप पर्यंत आपण आर्थिक गुन्हे शाखा,मुबंई येथे चौकशीकामी हजर राहीला नाहीत तरी आपण दि. ०८/१०/२४ रोजी १०.३० वा आर्थिक गुन्हे शाखा,मुबंई येथे हजर राहवे.

Sr. Inspector of Police ★ Economic Offences Wing, Mumbai. ★

स्वप्ना वाघमारे,
सहा.पोलीस निरीक्षक,
आर्थिक गुन्हे शाखा,मुंबई

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सत्यमेव जयते

संदैवतत्पर, संदैवमदतीस

स्वस्ति श्रीराज्याभिषेक शके ३५०

वरिष्ठ पोलीस निरीक्षक,कक्ष ७ (शेअर्स), आर्थिक गुन्हे विभाग,
३ रा माळा, नवीन प्रशासकीय इमारत,
पोलीस आयुक्तालय आवार,मुंबई- ४०० ००१.
E-mail.: srpiunit5.eowmum@mahapolice.gov.in

जा.क्र.२०४९/वपोनि/आगुवि/कक्ष-७(शेअर्स)/२०२४, दि-१६/१०/२०२४

प्रति,

कमल नगरमल अग्रवाल,
९०१,बीकानेर भवन,
जैन मंदीरासमोर,जे बी नगर,
अंधेरी पुर्व.४०००५९
मो.क्र-९८२११५७८२५.

विषय - दाखल गुन्हयाच्या अनुषंगाने तपासकामी आ.गु.शा,मुंबई येथे हजर राहणेबाबत

संदर्भ - आ.गु.शा. गुन्हा रजि.क्र ३२/२४ कलम- ४०९, ४२०, ४६५, ४६७, ४६८, ४७१,३४ भा.द.वी.

आपणास यादवारे कळविण्यात येते की, आ.गु.शा गुन्हा रजि.क्र. ३२/२४ कलम-४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४ भा.द.वी या गुन्हयाच्या अनुषंगाने अधिक तपास करणे आवश्यक असल्याने आपणाकडुन काही माहीती प्राप्त करणे आवश्यक असल्याने आपण दि. २३/१०/२४ रोजी आर्थिक गुन्हे शाखा, मुबंई येथे हजर राहावे .

तरी आपण दि. २३/१०/२४ रोजी ०४.०० वा आर्थिक गुन्हे शाखा, मुबंई येथे हजर राहवे.

वरिष्ठ पोलीस निरीक्षक
आर्थिक गुन्हे विभाग, गु.शा. गु.अ.वि., मुंबई

स्वप्ना वाघमारे,
सहा.पोलीस निरीक्षक,
आर्थिक गुन्हे शाखा,मुंबई

EM764682782IN IVR:1677764682782
SP S. C. COURT S.O <400002>
Counter No:1,17/10/2024,11:43
To:KAMAL M AGARWAL,BIKANER BHAVAN
PIN:400059, J.B. Nagar S.O
From:SR INSPECTO,UNIT 7 SHARES
Wt:20gms
Amt:0.00,BS:18.00Tax:2.70,Amt.Paid:0.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks, Stay Safe>

95

सद्रक्षणाय खलनिग्रहणाय

Tel.No. : 022-22620111 Ext 675
Email ID :
srpigc3.eowmum@mahapolice.gov.in

Govt. of Maharashtra
Police Department
Office of the Sr. Inspector of Police ,
Unit-5 (General Cheating-III),
Economic Offences Wing,
Police Commissioner Compound
Dr. D.N. Road, Mumbai-400 001.

O.W. No. 2266 /Cr.32-24/Unit-5(G.C.III)/EOW/Mumbai/2025 Date :13/10/2025

Notice for Appearance

To,

Mr. Aakash Kamal Agarwal
Ex. Director - Supreme Transport Organization Pvt. Ltd,
Address - 901, Bikaner Bhavan, Opposite Jain Mandir,
Andher (East), Mumbai 400 059

--000--

Whereas, case vide FIR No.464/2024, dated 08/05/2024 U/S. 409, 420, 465, 467, 468, 471, 34 of IPC has been registered at Sahar Police Station Mumbai. Said Crime came to be transferred at EOW Mumbai for investigation and re-registered as Cr. No.32/2024 on the reasonable complaint of Mr. Vikas Shukla on behalf of Michiel Kneefel, President and C.E.O. of Trek Air BV, Netherland against you and others for cheating and Criminal Breach of Trust etc.

In pursuance of sub – section (A),(1) of section 41 of the Cr.P.C. I hereby inform you that during investigation it is revealed that there are reasonable grounds to question you to ascertain facts and circumstances from you, in relation to the present investigation. Hence you are directed to appear before Investigation Officer on 18 October 2025 at 11 A.M. You are also informed to bring all other relevant documents in support of your say. You are further directed not to tamper with any digital evidence available on your Computer/Laptop/Cell Phone etc.

In case of any clarification, you may contact to investigating officer, Police Inspector, Gajendra Kshirsagar on his Mo. no. 9545522353.

13/11

(Ganesh Pawar)
Senior Police Inspector
EOW, Unit- 5, (G.C.-III), Mumbai

सद्रक्षणाय खलनिग्रहणाय

Tel.No. : 022-22620111 Ext 675
Email ID :
srpigc3.eowmum@mahapolice.gov.in

Govt. of Maharashtra
Police Department
Office of the Sr. Inspector of Police ,
Unit-5 (General Cheating-III),
Economic Offences Wing,
Police Commissioner Compound
Dr. D.N. Road, Mumbai-400 001.

O.W. No. 2388 /Cr.32-24/Unit-5(G.C.III)/EOW/Mumbai/2025 Date :05/11/2025

Notice for Appearance

To,

Mr. Aakash Kamal Agarwal
Ex. Director - Supreme Transport Organization Pvt. Ltd,
Address - 901, Bikaner Bhavan, Opposite Jain Mandir,
Andher (East), Mumbai 400 059

Ref. :- O.W. No.2266/Cr.32-24/Unit-5(G.C.III)/EOW/Mumbai Date :13/10/2025

--000--

Whereas, case vide FIR No.464/2024, dated 08/05/2024 U/S. 409, 420, 465, 467, 468, 471, 34 of IPC has been registered at Sahar Police Station Mumbai. Said Crime came to be transferred at EOW Mumbai for investigation and re-registered as Cr. No.32/2024 on the reasonable complaint of Mr. Vikas Shukla on behalf of Michiel Kneefel, President and C.E.O. of Trek Air BV, Netherland against you and others for cheating and Criminal Breach of Trust etc.

In pursuance of sub – section (A),(1) of section 41 of the Cr.P.C. I hereby inform you that during investigation it is revealed that there are reasonable grounds to question you to ascertain facts and circumstances from you, in relation to the present investigation. As per reference letter you were directed to appear before Investigation Officer on 18 October 2025 but you neither remained present nor reply anything in this regard.

Hence you are once again directed to appear before Investigation Officer on 8 November 2025 at 11 A.M. You are also informed to bring all other relevant documents in support of your say. You are further directed not to tamper with any digital evidence available on your Computer/Laptop/Cell Phone etc.

In case of any clarification, you may contact to investigating officer, Police Inspector, Gajendra Kshirsagar on his Mo. no. 9545522353.

5/11

(Ganesh Pawar)
Senior Police Inspector
EOW, Unit- 5, (G.C.-III), Mumbai

97

Re: Notice in Cr.32-24

3 emails

General Aviation Inc < generalaviationinc@gmail.com >
Tue, 11 Nov 2025 9:45:51 AM +0530

To "UNIT V GC III"<srpigc3.eowmum@mahapolice.gov.in>

12/11/2025
Sr. Inspector of Police
Unit-5 (General Cheating-3)
E.O.W., Mumbai.
आ.क्र. 1697 /वपोनि/कक्ष-५(ज.चि-३)/आगुवि/२०
दिनांक :- 15/11/25

Dear Sir,

1. Reference is made to you attached notice and earlier notice.

2. Upon receiving the earlier notice, i had asked my legal advisors and sought their advice.

3. I am a USA Permanent Resident and i dont foresee any travel to Mumbai, so my appearance in your office is not possible at this time.

4. You must also understand, I have been a resident of the USA since December 2018. Accusing me in this BOGUS and FAKE case, is amusing and insensible.

5. However, my official statement, to be taken on record, is as follows:

6. Your office i.e. The Economic Offence Wing (EOW) of Mumbai POlice has no jurisdiction, since Sale of damage aircraft VT-UDN concluded between July 2022 and February 2023 between Capt Ammeet K Agarwal, President & CEO, Director of Supreme Transport Org Pvt Ltd (STOPL) and TREK AIR Netherlands, represented by Michiel Kneefel; for US$550,000 as per Aircraft Purchase Agreement; subject to jurisdiction of USA with exclusive courts at USA; aircraft delivered at JAIPUR; Aircraft delivered AS IS WHERE IS; transportation, insurance, etc to be buyer's responsibility.

7. Detailed brief with ANNEXURES:

1. Aircraft Cessna Grand Caravan C208B2420 bearing registration # VT-UDN was registered on 14th June 2017 by the DGCA after arrival in INDIA!

2. The aircraft operated until 7th August 2018, until it overshot the runway at SriGanganagar Aerodrome, with no injuries to all 7 passengers and 2 pilots.

3. Since the aircraft was damaged considerably, with no repair station or facilities in India, STOPL was looking for buyer of the damaged aircraft between 2019 and 2022.

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4. In 2022, Michiel Kneefel from Netherlands finalized a deal with Capt Ammeet K Agarwal for $550,000 for this VT-UDN.

5. On 13th May 2022 – DGCA deregisters aircraft VT-UDN from Indian DGCA register, clearly stating as the LAST OWNER of aircraft being Supreme Transport Organisation Pvt Ltd.

6. No lien, no mortgage on either the Certificate of Registration issued by the DGCA, nor on the De-registration issued by the DGCA. I along with my father Kamal Agarwal, brother Capt Ammeet K Agarwal, vimal agrawal, girish agrawal had passed the resolution through our meeting held on VC.

7. On 20th July 2022, Aircraft Purchase Agreement (APA) for $550,000 is signed between M/S Supreme Transport Organisation Pvt Ltd (STOPL) & TREK AIR (Company based in Netherlands)

A. Agreement is subject to laws & jurisdiction of U.S.A.

B. Clearly states AIRCRAFT shall be delivered at JAIPUR AIRPORT

C. Aircraft shall be delivered AS IS WHERE IS basis

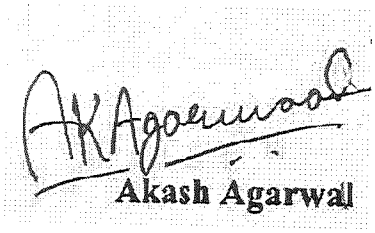
D. Buyer to arrange its own transportation, shipping and insurance

E. Funds to be transferred to whatever account STOPL instructs to be transferred upon delivery of the airplane

8. On 18th October 2022 the Rajasthan High Court orders release of Aircraft, subsequently on 13th January 2023 AAI issues NOC for release of aircraft - on amount of $60,000 transferred to the account of STOPL from escrow and subsequently to AAI, leaving balance of $490,000/- in escrow.

9. Capt Ammeet K Agarwal have done all the above transaction of M/S Supreme Transport Organisation Pvt Ltd. I was not involved with any of transaction mentioned above. I am a USA Permanent Resident and I unable to appear in your office at this time. Hence treat this email as my reply/statement which will help you in your investigation.

Thank you.



On Fri, Nov 7, 2025 at 7:26 PM General Aviation Inc <generalaviationinc@gmail.com> wrote:

> Dear Sir,

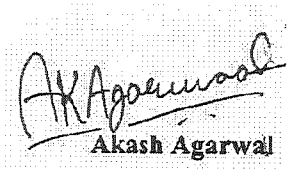
99

1. Reference is made to your attached notice and earlier notice.

2. Upon receiving the earlier notice, I had sent my reply on your office mail id, as on 5th November, which was actually draft and sent by mistake so dont consider it as my reply, also my sign was not on it.

3. My revised or corrected reply is being sent to your office.

Thank you.



On Wed, Nov 5, 2025 at 12:57 PM UNIT V GC III <srpigc3.eowmum@mahapolice.gov.in> wrote:

> Please see attached file..

General Aviation Inc < generalaviationinc@gmail.com >

Fri, 07 Nov 2025 7:26:52 PM +0530

To "UNIT V GC III"<srpigc3.eowmum@mahapolice.gov.in>

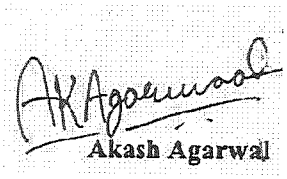
Dear Sir,

1. Reference is made to your attached notice and earlier notice.

2. Upon receiving the earlier notice, I had sent my reply on your office mail id, as on 5th November, which was actually draft and sent by mistake so dont consider it as my reply, also my sign was not on it.

3. My revised or corrected reply is being sent to your office.

Thank you.



On Wed, Nov 5, 2025 at 12:57 PM UNIT V GC III <srpigc3.eowmum@mahapolice.gov.in> wrote:

> Please see attached file..

अटकेचा पंचनामा / न्यायालयाच्या स्वाधीन होण्याचा नमुना

Form : III

ARREST / COURT SURRENDER FORM

(प्रत्येक आरोपीसाठी स्वतंत्र नमुना फॉर्म भरावा) **(Separate form for each accused)**

1. राज्य महाराष्ट्र जिल्हा ..... पोलीस स्टेशन आ.शु.वि. पहिली खबर क्र. / प्रतिबंध दैनंदिनी क्र. ३२/२४ वर्ष २०२४ दिनांक ०८/५/२४
   State District P. S. FIR / Proceeding / G. D.No. Year Date
   आरोपीचा सांकेतिक क्रमांक (पहिल्या ९ व्यक्तींसाठी अ-१ ते अ-९, १० व्या व्यक्तींसाठी ब-१ ते ब-९ आणि याप्रमाणे पुढे असे लिहावे) .....
   Alphanumetic code of the accused (Write A-1 to A-9 for the 9 person, B-1 for 10th person and so on) .....
   पो. स्टे. चे अटक रजि. अ. क्र. / Police Arrest Reg. No. ..... दिनांक / Date .....
2. अटकेची / स्वाधीन होण्याचा दिनांक, वेळ व ठिकाण : दिनांक ..... वेळ ..... दैनंदिनी नोंद क्रमांक .....
   Date, Time and Place of arrest / surrender : Date Time G. D. No.
   अटकेची जागा आ.शु.वि. पो. स्टे. ..... कोर्टाची हद्द ४७ वे न्यायालय जिल्हा .....
   Place of arrest P. S. Court Jurisdiction District
3. न्यायालयाचे नाव (स्वाधीन झाल्यास) / Name of the Court (if surrendered) मा. ४७ वे न्यायालय, एस्प्लेनेड कोर्ट, मुंबई
4. अधिनियम व कलम / Acts and Section ४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४ भादवि.
5. अटक केली व न्यायालयात पाठविले / अटक केली व जामिनावर सोडले किंवा वैयक्तिक जातमुचलक्यावर सोडले / अटक केली व अटकपूर्व जामिनावर सोडले / अटक केली व पोलीस कोठडीत पाठविले / न्यायालयाचे स्वाधीन व जामिनावर / न्यायालयाचे स्वाधीन व न्यायालयीन कोठडीत पाठविले / न्यायालयाचे स्वाधीन व पोलीस कोठडीत पाठविले. (लागू असेल त्या भागावर अशी ✓ खूण करावी) जामीन झाल्यास जामिनदाराचे नाव, पत्ता व फोन / मोबाईल :
   Arrested and forwarded / Arrested and released on bail or PR bond / Arrested but released on anticipatory bail / Arrested and remanded to police custody / Surrendered in Court and bailed out / Surrendered in Court and sent to judicial custody / Surrendered in Court and remanded to police custody. (tick ✓ applicable portion). Name, Address and Phone No. of bailer :
   .....
6. आरोपीचा तपशील / Particulars of the arrested person :
   (i) नाव / Name ..... अमित कमल अग्रवाल .....
   (ii) पित्याचे / पतीचे नाव / पालकाचे नाव / Father's / Husband's / Guardians Name ..... कमल अग्रवाल .....
   (iii) पहिले टोपण नाव / First Alias ..... (iv) दुसरे टोपण नाव / Second Alias .....
   (v) राष्ट्रीयत्व / Nationality ..... भारतीय ..... (vi) (a) मतदार ओळख क्रमांक / Voter I.D. Card No. .....
   (b) फोन / मोबाईल / Phone / Mobile ९८७०८७१२२४ (c) पारपत्र क्रमांक / Passport No. .....
   (d) पारपत्र दिल्याचा दिनांक / Date of issue ..... (e) दिल्याचे ठिकाण / Place of Issue No. .....
   (vii) धर्म / Religion ..... हिंदू ..... (viii) जात / Caste ..... जमात / Tribe ..... मारवाडी .....
   (ix) अ.जा. / अ.ज./ इ.मा. / SC / ST / OBC ..... (x) व्यवसाय / Occupation ..... व्यवसाय .....
   (xi) कायमचा पत्ता / Permanent Address : गाव / Village ..... घर. नं. / House No. .....
   मोहल्ला / Mohalla Name ..... वार्ड / गल्ली नं. / Ward / Lane No. .....
   रस्ता / Road ..... पो. स्टे. / P. S. .....
   तालुका / Taluka ..... जिल्हा / District ..... राज्य / State .....
   (xii) सध्याचा पत्ता / Permanent Address : गाव / Village मिरा रोड कॉलनी घर. नं. / House No. ५०३
   मोहल्ला / Mohalla Name संकल्प को.ऑ.सोसायटी, ५ वा माळा, जेबी नगर, अंधेरी (पूर्व) मुंबई ५९
   वार्ड / गल्ली नं. / Ward / Lane No. ..... रस्ता / Road ..... पो. स्टे. / P. S. .....
   तालुका / Taluka ..... जिल्हा / District ..... राज्य / State महाराष्ट्र
   (xiii) अटक इसमास ओळखणारे खाजगी व्यक्तीचे नाव व पत्ता, फोन / मोबाईल / Name and Address of private person who identified arrested person, Phone / Mobile ..... घर. नं. / House No. ..... गल्ली. नं. / Lane No. ..... गाव / Village No. ..... फोन नं. / Phone No. .....
   (xiv) अटक इसमास ओळखणारे अधिकारी / कर्मचारी यांचे नाव व पत्ता, फोन / मोबाईल / Name and Address of Officers / men be identified arrested person, Phone / Mobile म.स.पो.नि. स्वप्ना वाघमारे, मो.नं. ९५६६५६६९४५
   (xv) अटक इसमाचे पालकाचा पत्ता, फोन / मोबाईल / Address of arrested person's parents Phone / Mobile
   कमल अग्रवाल, ९३२४३११७ ९३२४२४३११७
   (xvi) अटक इसमाचे सासुरवाडीचा पत्ता, फोन / मोबाईल / Address of arrested person's Father / mother-in-laws Phone / Mobile .....
   घर नं. / House No. ..... गल्ली. नं. / Lane No. .....
   गाव / Village No. ..... फोन नं. / Phone No. .....
   (xvii) साथीदार किंवा सहआरोपीचे पत्ते / फोन / मोबाईल / Name and Address of associates or accomplices with their parents / Phone / Mobile .....
   (xviii) अटक इसमाचे आश्रयदात्यांचे पत्ते फोन / मोबाईल / Name and Address of arrested person's shelters / Phone / Mobile
   घर. नं. / House No. ..... गल्ली. नं. / Lane No. ..... गाव / Village No. ..... फोन नं. / Phone No. .....
   (xix) अटक इसमाचे बहिणीचा पत्ता, फोन / मोबाईल / Address of arrested person's sisters Phone/Mobile :
   घर. नं. / House No. ..... गल्ली. नं./ Lane No. ..... गाव / Village No. ..... तालुका / Taluka ..... फोन न./ Phone No. .....
   (xx) पत्त्याची पडताळणी केली काय / whether addresses verify ..... होय .....

7. जखमा व त्यांची कारणे आणि आरोपीची शारीरिक अवस्था / वैद्यकीय तपासणी केली (असल्यास नमूद करणे) :
Injuries, cause of injuries and physicial condition of the arrested persons (Indicate if medically examined) :
.....
(a) वैद्यकीय तपासणीचा अहवाल / Result of Medicial Examination .....
(b) वैद्यकीय तपासणी न केल्याचे कारण / If Medicial Examination is not made give brief reason .....
.....

8. आरोपींना अटकेची कारणे आणि त्यांचे कायदेशीर अधिकार सांगितल्यानंतर योग्यरित्या ताब्यात घेण्यात आले. / The arrested person, after being informed of the grounds of arrest and his legal rights, was duly taken into custody on ..... दिनांक / Date 21/4/24
वेळ / Hours ..... ठिकाण / Place .....
अटक इसमाचे अंगझडतीमध्ये खालील वस्तू मिळून आल्या. त्या ताब्यात घेऊन त्याबाबत पोच देण्यात आली. काही न मिळून आल्यास निरंक नोंद घेण्यात आली.
The following articles (S) was/were found on physical search, conducted on the person of the arrested person and was/were takeninto passession for which a receipt was gives to the arrested person. If no article found, 'Nil' may be indicated.
.....
.....
आवश्यक असल्यास स्वतंत्र कागद जोडावा / Attached separate sheet, If required.
मानवी प्रतिष्ठेसाठी व शरीर झाकण्यासाठी अटक इसमाचे अंगावर आवश्यक कपडे ठेवण्यात आले होते. / Nessessary wearing apparels were left on the arrested person for the sake of human dignity and body protection.
ओळख पटण्याचे प्रयोजनासाठी अटक इसमास स्वत:ला झाकून घेण्याची सूचना देण्यात आली होती. / The arrested person was cautioned to keep himself / herself covered for purpose of identification.
अटकेबाबत खबर दिली / Arrested intimations given to / श्री. / श्रीमती / Shri / Smt. संगीता अगवाड नातेसंबंध / Relation आई
दिनांक / Date 21/4/24 वेळ / at (hrs.) ..... नातेवाईकांची सही / अंगठा / Sign. / Thumb impresion of to whom Inform .....

9. अटक इसमाचे शारीरिक वैशिष्ट्ये / व्यंग व इतर तपशील / Physical features, deformities and other details of the arrested person :
लागू असेल त्या भागावर अशी ✓ खूण करावी व रिकाम्या जागी योग्य शब्द लिहावे. / Tick ✓ applicable portion and write on blank line.

(1) लिंग / Sex : (अ) पुरुष / Male (ब) स्त्री / Female (क) नपुंसक / Cunuch .....
(2) जन्म दिनांक / Date of birth 25/08/1990 वय / Age 34 वर्षे
(3) उंची / Height 5:99 इंच / inch ..... सेंटिमीटर / Cms. 966
(4) शरीर बांधा / Build : (अ) सडपातळ (ब) स्थूल (क) ताठ (ड) पोक (इ) मध्यम (फ) मजबूत / पीळदार (ग) लठ्ठ
(a) Thin/Lanky, (b) Stout (c) Eract (d) Stooping (e) Medium (f) Strong / Muscular (g) Fat .....
(5) वर्ण / रंग / Camplexion : (अ) गोरा (ब) सावळा (क) काळा (ड) निस्तेज (इ) गव्हाळ
(a) Fair (b) Brown (c) Black (d) Sallow (e) Wheat .....
(6) कपाळ / Forehead : (अ) उंच (ब) खोलगट (क) सरळ (ड) उतरते (इ) रुंद (फ) अरुंद (ग) सुरकत्या पडलेला
(a) High (b) Law (c) Upright (d) Sloping (e) Broad (f) Narrow (g) Wrinkled .....
(7) भूवया / Eye Brows : (अ) जाड (ब) विरळ (क) कमानदार (ड) सरळ (इ) जुळलेल्या (फ) दाट (ग) कोरलेल्या
(a) Thick (b) Thinck (c) Arched (d) Straight (e) Meeting (f) Bushy (g) Shaped .....
(8) डोळे / Eye : (अ) विशाल (ब) बारीक (क) दूर दृष्टी (ड) नजीक दृष्टी (इ) नाकाजवळ असणारे (फ) घारे डोळे (ग) मिचमिचे
(a) Large (b) Small (c) Wide-set (d) Close-set (e) Squint Eye (f) Cats Eye (g) Cantract Eye .....
(9) डोळ्यांचा रंग / Colour of Eye tries : (अ) काळे (ब) घारे (क) निळे (ड) लाल (इ) हिरवे (a) Black (b) Brown (c) Blue (d) Red (e) Green .....
(10) दृष्टी / Eye Sight : (अ) दीर्घ दृष्टी (ब) ह्रस्व दृष्टी (क) चष्मा वापरणे (ड) तिरळेपणा
(a) Long (b) Short (c) Wears Glasses (d) Eye Oblique .....
(11) नाक / Nose : (अ) लांब (ब) आखूड (क) टोकदार / पोपटाप्रमाणे (ड) नकटे (इ) मोठे (फ) बारीक (ग) सरळ (ह) पुढे आलेले (आय) पसरट (ज) बसके
(a) Large (b) Small (c) Hooked/Parrot Type (d) Snub (e) Thick (f) Thin (g) Straight (h) Protruding (i) Flat (j) Broad ....
(12) कान / Ears : (अ) मोठे (ब) लहान (क) पुढे आलेले (ड) पाळी लांब असलेले (इ) टोचलेले (फ) मानेजवळ असणारे (ग) मानेपासून उंच
(ह) सुपारी कान (पहेलवान कान) (a) Large (b) Small (c) Protruding (d) Long lolls (e) Pried (f) Set low (g) Set high
(h) Nut type .....
(13) तोंड / Mouth : (अ) रुंद (ब) अरुंद (क) दात पुढे आलेले (ड) मोठे (इ) लहान
(a) Close (b) Shut (c) Shows teeth (d) Large (e) Small .....
(14) ओठ / Lips : (अ) जाड (ब) पातळ (क) पुढे आलेले (ड) वरचा ओठ फाटका (इ) वरचा ओठ लांब किंवा आखूड (फ) खालचा ओठ जाड व पुढे आलेला
(a) Thick (b) Thin (c) Protruding (d) Here-lips (e) long or short apper (f) lower lips long and thick .....
(15) दात / Teeth : (अ) लहान (ब) मोठे (क) पुढे आलेले (ड) खोट्या सोन्याने भरलेले (इ) सोन्याने मढवलेले (फ) किडलेले (ग) एका रेषेत नसलेले
(ह) पुढचे पडलेले (आय) चांदी भरलेले (a) Small (b) Large (c) Protruding (d) False Gold (e) Studded covered with Gold
(f) Discoloured (g) Irregular (h) Missing infront (i) Silver coated .....

(16) हनुवटी / Chin : (अ) मागे गेलेली (ब) पुढे आलेली (क) चौकोनी (ड) टोकदार (इ) लांब (फ) आखूड (ग) चिंचोळी (ह) दुहेरी (आय) खळी असलेली (ज) दोन भाग असलेली (a) Receding (b) Protruding (c) Square (d) Pointed (e) Long (f) Short (g) Ball (h) Double (i) Dimpled (j) Booled .....

(17) जबडा / Jaws : (अ) चौकोनी (ब) अरुंद (क) रुंद (a) Square (b) Norrow (c) Broad .....

(18) चेहरा / Face : (अ) लांब (ब) गोल (क) हसरा (ड) सुरकुत्या (इ) सपाट (फ) अंडाकृती (ग) चौकोनी (ह) खळगी गाल (आय) खळगी हनुवटी (जे) कपाळावर रुंद (के) कपाळ अरुंद (ल) उंच गाल (म) देवीचे व्रण असलेला (a) Long (b) Round (c) Smiling (d) Wrinkle (e) Flat (f) Oval (g) Square (h) Dimple Cheek (i) Dimple Chin (j) Forehed Broad (k) Forehead Narrow (l) Hight Cheek (m) Pixpited .....

(19) दाढी / Beard : (अ) स्वच्छ छाटलेली (ब) लांब (क) आखूड (ड) फ्रेंच (इ) राजपुती (फ) लांब लोंबणारी (ज) घरंगळणारी व बांधलेली (शिखासारखी) (ह) कल्ले ठेवणारा (आय) कोरलेली (a) Clean shaven (b) Long (c) Short (d) French (e) Imperial/Rajputi (f) Long flowing (g) Rolled and Tied (Shikh Type) (h) Sidbum/Whiske (i) Cut type .....

(20) मिशी / Moustaches : (अ) लांब (ब) व्यवस्थित कापलेल्या (क) वर वळलेल्या (ड) लोंबलेल्या (इ) मिशी न ठेवलेला (फ) काळी मिशी (ज) पांढरी मिशी (ह) तलवार कट मिशी (a) Long (b) Clipped (c) Turned up (d) Dropping (e) Clean Moustaches (f) Black Moustaches (g) White Moustaches (h) Swored type .....

(21) केस / Hair : (अ) लांब (ब) बारीक (क) टक्कल (ड) अर्ध टक्कल (इ) कुरळे काळे (फ) कुरळे काळे व करडे (ग) कुरळे करडे (ह) कृत्रिम केस (घ) पांढरे (म) व्यवस्थित कापलेला (ज) सरळ (झ) डाय केलेले (a) Long (b) Short (c) Bald goll (d) Bald partial (e) Curly Black (f) Curly Black and Grey (g) Curly Grey (h) Wig (i) White (j) Hair cut (k) Straight .....

(22) मान / Neck : (अ) लांब (ब) आखूड (a) Long (b) Short .....

(23) सवयी / Habits : (अ) बिडी ओढणारा (ब) सिगारेट ओढणारा (क) तंबाखू खाणारा (ड) पान खाणारा (इ) सुपारी खाणारा (फ) ड्रग्स् घेणारा (ग) दारू पिणारा (ह) वेश्यांकडे जाणारा (घ) जुगारी (ग) लॉटरी खेळणारा (ज) रेस खेळणारा (ल) तपकीर ओढणारा (म) सिनेमा शौकीन (न) इत्यादी (a) Bidi Smoker (b) Cigaratte Smoker (c) Chews Tabacco (d) Chews pan (e) Chews Supari (f) Drags addict (g) Drinks liquor (h) Prostitute monger (i) Gambler (j) Lottery player (k) Race goer (l) Snuff taker (m) Cinema Crazy (n) If any .....

(24) कपड्यांच्या सवयी / Dress Habits : (अ) पॅन्ट शर्ट (ब) धोती कुर्ता (क) कोट पॅन्ट (ड) बंडी धोती (इ) लुंगी कुर्ता (फ) शेरवानी (ग) फेटा धोती कुर्ता (ह) टोपी शर्ट पायजमा (आय) टोपी शर्ट धोती (ज) नेहरु शर्ट धोती (के) नेहरु शर्ट पायजमा (ल) सफारी (म) सहावारी साडी (न) नऊवारी साडी (द) घागरा चोली (प) पंजाबी ड्रेस (क्यू) गुजराथी ड्रेस (र) फ्रॉक (स) बुरखा (ट) पॅन्ट टॉप (य) जीन्स व टॉप (व्ही) इत्यादी (a) Pant Shirt (b) Dhoti Kurta (c) Coat Pant (d) Bandi Dhoti (e) Lungi Kurta (f) Sherwani Payjama (g) Feta Dhoti Kurta (h) Cap Shirt Trousure (i) Cap Shirt Dhoti (j) Neharu Shirt Dhoti (k) Neharu Shirt trouser (l) Safari (m) Sari 6 metre (m) Sari 9 metre (n) Ghagra Choli (o) Punjabi Dress (p) Gujrathi Dress (r) Frock (s) Burkha (t) Pant top (u) Jeans and top (v) If any .....

(25) भाषा / Language : (अ) मराठी (ब) हिन्दी (क) इंग्रजी (ड) तमील (इ) गुजराथी (फ) कर्नाटकी (ग) मारवाडी (ह) राजस्थानी (आय) उर्दू (ज) तेलुगू (के) पंजाबी (ल) बंजारा (म) पारधी (न) नेपाळी (ओ) काश्मिरी (प) कन्नड (क्यू) आसामी (र) बंगाली (स) बिहारी (ट) मल्याळी (य) सिंधी (व्ही) खानदेशी / अहिराणी (यु) हरयानी (एक्स) इत्यादी (a) Marathi (b) Hindi (c) English (d) Tamil (e) Gujarathi (f) Karnataki (g) Marwadi (h) Rajsthani (i) Urdu (j) Telugu (k) Punjabi (l) Banjara (m) Paradhi (n) Nepali (o) Kashmiri (p) Kannadi (q) Assami (r) Bangali (s) Bihari (t) Malayalam (u) Sindhi (v) Khandeshi/Ahirani (x) Harayani (w) If any .....

खालील ओळख चिन्ह असलेला शरीराचा भाग नमूद करावा. / Mention the body part on which identification marks.

(26) शरीरावरील जळालेल्या खुणा / Burn Marks on which part of body .....

(27) शरीरावरील कोड / Leacnderma on which part of body and place .....

(28) शरीरावरील तीळ / Mole on which part of body and place डाव्या हाताच्या अनामिकेवर तीळ

(29) व्रण / Scar on which part of body and place .....

(30) गोंदण / Tattoo mark on which part of body and place .....

(31) शरीरावरील ओळखचिन्ह / Identification Marks of body डाव्या हाताच्या अनामिकेवर तीळ

(32) व्यंग / Deformities .....

(33) विशेष वैशिष्ट्ये / Special feature / Pecallarties .....

(34) बोलणे / Speech/Voice .....

(35) इतर वैशिष्ट्ये / Other features If any .....

(10) (अ) बोटांचे ठसे घेतले काय ? (a) Whether finger-prints taken ? : होय / नाही Yes / No.

(ब) बोटांचे ठसे घेतले नसल्यास कारणे ? (b) If not given reasons ? .....

(11) आरोपीची सामाजिक व आर्थिक स्थिती / Socio-economic profile of the arreasted person :

(अ) राहणीमान (a) Living Status : एकटा / कुटुंबासह / सहकारी पक्क्या घरात / हॉटेल / वसतिगृह / कच्च्या घरात / गवती घराचे झोपडीत / गलिच्छ वस्तीत / बघर दुसऱ्याच्या घरात आसरा घेतलेला / Living alone / Living with family / with associate in Pucca house / Hotel/Hostel / Kaccha house / thatched house/slum/homeless neighbourer .....

(ड) उत्पन्न गट (d) Income Group :

(i) २५,००० रुपये पेक्षा कमी वार्षिक उत्पन्न
Economically Weaker Section (Annual Income below Rs. 25,000).

(ii) २५,००१ ते ५०,००० रुपये पर्यंत वार्षिक उत्पन्न
Lower Income (Rs. 25,001 to 50,000)

(iii) ५०,००१ ते १,००,००० रुपये पर्यंत वार्षिक उत्पन्न
Lower Middle Income (Rs. 50,001 to 1,00,000).

(iv) १,००,००१ ते २,००,००० रुपये पर्यंत मध्यम वार्षिक उत्पन्न
Middle Income (Rs. 1,00,001 to 2,00,000)

(v) २,००,०१ ते ३,००,००० रुपये उच्च मध्यम वार्षिक उत्पन्न
Upper Middle Income (Rs. 2,00,001 to 3,00,000).

(vi) ३,००,००१ रुपये पेक्षा उच्च वार्षिक उत्पन्न
Upper Income (Above Rs. 3,00,001)

(ई) मालमत्तेचे पत्ते / Address of the Property / जंगम मालमत्ता / Moveable .....

.....

स्थावर मालमत्ता / Immoveable .....

.....

12. निरीक्षणावरून आणि माहीत असलेल्या पोलीस अभिलेख्यानुसार अटक केलेल्या इसमाबद्दल माहिती :
Whether the arrested person, as per observation and known police records :

(अ) धोकादायक (a) Is dengerous : होय / नाही Yes / No

(ब) पूर्वी जामिनावर असताना पळून गेला किंवा कसे ? (b) Previously jumped any bail : होय / नाही Yes / No

(क) नेहमी सशस्त्र असतो किंवा कसे ? (c) Is generally armed : होय / नाही Yes / No

(ड) साथीदारांसह काम करतो किंवा कसे ? (d) Operates with accomplices : होय / नाही Yes / No

(ई) गुन्हेगारी पार्श्वभूमी आहे किंवा कसे ? (e) Is known/listed criminal, give details : होय / नाही Yes / No

(फ) वारंवार अपराध करतो किंवा कसा ? (f) Is recidivist : होय / नाही Yes / No

(ग) जामिनावर असताना पळून जावयाचा संभव आहे काय ? (g) Is likely to jump bail : होय / नाही Yes / No

(ह) जामिनावर सोडल्यास लगेच दुसरा गुन्हा करण्याचा किंवा बळींना/साक्षीदारांना धाकदपटशा दाखविण्याचा संभव आहे किंवा नाही ? (h) Is released on bail, likely to commit crime or threates victims/witnesses : होय / नाही Yes / No

(आय) दुसऱ्या कोणत्या केसमध्ये पाहिजे आहेत काय ? (i) Is wanted in any other case : होय / नाही Yes / No

(जे) गुन्हा करण्याची पद्धत सविस्तर (j) Details of M. O. B. .....

(जर कॉलम ब, इ किंवा आय यामधील गुन्ह्यांमध्ये हवा असल्यास त्याबद्दल वेगळे कागद जोडून संदर्भ द्यावा.

(If Yes against item (b), (e) or (i) give case reference/sections, attach separate sheet, if required)

13. पंचांची नावे, पत्ते व सह्या / Name and address of the Panchas (At least two witnessess are necessary) :

1. जमशेद जावेद शेख, ३० वर्षे ..... सही / Signature ×.....

2. उमेश बापूराव फडतरे, ३२ वर्षे ..... सही / Signature ×.....

14. अटक केलेल्या इसमाची सही व डाव्या हाताचा अंगठा / Signature and LHTI of arrested person : ×

अटक केलेल्या इसमाची सही / Signature of arrested person : ×

अटक केलेल्या इसमाचा डाव्या हाताचा अंगठा / Hand Thumb impression of the arrested person :

15. अटक केलेल्या इसमाचे फोटो, (फोटो न घेतल्यास कारण) / Photograph of arrested person, (If Photograph not taken give reason) :

तपासिक अधिकाऱ्याचे नाव व सही
Signature of Investigat Officer

नाव / Name स्वप्ना शशिकांत वाघमारे

पदनाम / Rank म.स.पो.नि.

नेमणूक / Posting आ.गु.वि. कक्ष-५,

कोड नंबर / Code No. .....

ठिकाण / Place मुंबई

दिनांक / Date ०९/०५/२०२४

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THE COURT OF ADDL.CHIEF METROPLITAN MAGISTRATE,
47TH COURT, ESPLANADE, MUMBAI.

No. 542 Of 2024
Date: 11/06/2024

C.C. No. 774/BA/2024

in

C.R. No. 32/2024

To,
The Concerned,
Investigating Officer,
EOW, Mumbai.

This is to inform you that, on an application made by Amit Aggarwal for bail, In C.R. No.32/2024 of EOW, Mumbai.

This Court has passed the following order;

(**True copy of the order is in seal envelope**)

You are therefore, directed to comply with the order of the Court.

ADDL. CHIEF METROPOLITAN MAGISTRATE ★ ESPLANACE, MUMBAI ★

BY ORDER

11/6/24

Judicial Clerk
Addl.Chief Metropolitan Magistrate's
47th Court, Esplanade, Mumbai.

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TR No. 34/C/24
Dt - 11/06/24

WAPI Waghmare.

वरिष्ठ पोलीस निरीक्षक
कक्ष-७ (शेअर्स), आ.गु.वि., मुंबई
IW No - 677/24 Dt - 11/06/24

IN THE COURT OF THE ADDL. CHIEF METROPOLITAN MAGISTRATE, 47TH COURT, ESPLANADE, MUMBAI.

B.A. No.774/BA/2024

The State (E. O.W.) ..Complainant.
C.R. No. 32/2024

Vs.

Ammeet Aggarwal. ..Applicant/Accused.

ORDER BELOW BAIL APPLICATION

1. Present application is placed on record by accused Ammeet Aggarwal for grant of bail under Section 437 of Criminal Procedure Code in connection with Crime No. 464/2024 registered with Sahar Police Station, Mumbai for the offences punishable under Sections 409, 420, 465, 467, 468, 471 read with Section 34 of Indian Penal Code. Said crime came to be transferred to EOW where it came to be re-registered as C.R. No. 32/2024 for the aforesaid offences. I have perused grounds of bail mentioned by the applicant/accused in para 5 of his application.

2. It is the case of the accused that sale of aircraft executed was before Corporate Insolvency Resolution Process (CIRP). So there was no bar to sell the aircraf. Further as per Government Notification aircraft, spares are exempted from CIRP. Restaint Order dated 18.05.2023 was vacated by Hon'ble Tribunal vide order dated 17.10.2023 and 19.12.2023 passed in Contempt Petition 4 of 2023. IRP had no authority to address letter to the

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respondent in view of the Notification dated 03.10.2023. On such counts and some other grounds accused stated that he is not at all concerned with present crime. As such, he prayed for grant of bail.

3. Investigating Officer and Learned APP filed their say to this application. Learned APP opposed the application contending that offence punishable under Sections 467, 409 of IPC are levelled against present accused and punishment provided for those offences may extend upto imprisonment for life or ten years and shall also be liable to fine. Further he contended that if the accused is released on bail, he may abscond and tamper the prosecution evidence and may influence prosecution witnesses. On such counts, he prayed for rejection of application.

4. Investigating officer opposed the application contending that accused agreed to sell aircraft to informant for amount of 5,50,000 US Dollar but accused did not hand over aircraft to the informant and thereby cheated him. He further contended that if the accused is released on bail, he may assist wanted accused in their absconding. He further contended that investigation in the matter is in progress and other offences of like nature are also pending against the accused. On such counts, he prayed for rejection of application.

ADDL. CHIEF METROPOLITAN MAGISTRATE

11.6.24

5. Original informant appeared before the Court through his advocate. He opposed the application contending that the accused entered into Agreement of Sale for aircraft even though undertaking that property of the company would not be sold out was given by him before the Company Petition. He further contended that accused did not disclose about the pendency of Company Petition to the informant at the time of execution of Agreement to Sale. He also contended that though the Agreement to Sale of aircraft was executed in India but amount was said to be deposited in different accounts of the persons residing in Oklahoma. As such, he prayed for rejection of application.

6. Following points arise for my determination. I recorded my findings thereon for the reasons mentioned thereunder.

Sr. No.	POINTS	FINDINGS
1	Whether the applicant/accused is entitled for grant of bail?	Yes.
2	What Order?	Application is allowed.

REASONS

AS TO POINT NO.1

7. In support of the application, learned advocate for accused submits that Aircraft Purchase Agreement came to be executed on 20.07.2022. He further submits that at the time of execution of Aircraft Purchase Agreement no stay or status quo

CHIEF METROPOLITAN MAGISTRATE ESPLANADE, MUMBAI

order was in operation. Likewise no undertaking was given by the accused for non-alienation of assets of the company. As to this aspect he invited my attention towards common order passed by NCLT, Mumbai in Contempt Application No. 4 of 2023 in Company Application No. 625/2022 and in Company Petition No. 88/MB/2015 and pointed out that as observed by Hon'ble NCLT sell of aircraft was concluded in accordance with Agreement dated 20.07.2022. So accordingly NCLT did not find wilful defiance of its order in relation to sell pursuant to the agreement dated 20.07.2022. As mentioned in said order it is also mentioned in said order that status quo was not in existence. Status quo was passed by NCLT on 05.12.2022. As such, learned advocate appearing for applicant submits that on the date of execution of Aircraft Purchase Agreement no status quo or stay order restraining the accused/applicant from alienating property of the company was in existence.

8. Learned advocate for accused further submits that for purchase of aircraft, company had availed loan facility but against said loan facility company has mortgaged some other property but said aircraft was not hypothecated by the company to the bank. He also submits that in case of IRP also as per Government Notification dated 03.10.2023 in IRP proceeding provisions of sub-section (3) of section 14 of the Insolvency and Bankruptcy Code 2016 (31 of 2016), shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters. Lastly he

submits that aircraft was delivered by accused to the informant and accordingly it was taken to Mundra Port for being exported to its destination. As such he submits that transaction between accused and informant is commercial transaction. On such counts, he submits that as aircraft is already delivered by accused to the informant, question of cheating and forgery does not arise. He further submits that acused himself moved application before NCLT regarding permitting the informant to take aircraft to the destination where the informant wants it to take. As such he submits that the accused is entitled for grant of bail. So he prayed to release the accused on bail.

9. Investigating officer submits that accused was director of the company. But he was not shareholder of the company, even though he sold aircraft to the informant. As such, Investigating officer submits that accused sold aircraft to informant without having any authority. Further Investigating officer and learned APP made common submissions that accused entered into transaction of sell of the aircraft even though he had given undertaking to the NCLT that he would not alienate any property of the company. They further submit that accused did sale transaction in defiance of the status quo order. Accused did not made any disclosure to the informant as to pendency of proceeding before the NCLT to the informant. As such, they prayed for rejection of application.

10. Learned advocate appearing for informant submits that undertaking was given by accused before NCLT that he would not transfer any property of the company. As to said aspect, he invited attention of the Court towards order dated 13.06.2007 of NCLT and order dated 05.12.2022. He further submits that accused was only director of company. He was not shareholder of the company. Still he entered into Sale Agreement of the aircraft without having any authority from other directors of the company. As such, he submits that the accused cheated the informant.

11. He further submits that transaction as to sell of aircraft was taken place in India. But accused received amount in ESCROW account maintained in foreign country. He further submits that as per letter dated 20.11.2023 bank clarified that borrower was under obligation to create charge on the aircraft in view of loan facility. As such, he submits that though the accused was under obligation to create charge on the aircraft for loan obtained by him for purchase of said aircraft but accused did not disclose said fact to the informant at the time of execution of Aircraft Purchase Agreement. As such, he submits that accused cheated the informant. He further invited attention of the Court towards part 4 Clause 3 of Show Cause Notice issued by Custom House to the accused and pointed out that as mentioned in Clause 3 of Para 4 of said notice accused has submitted various fake documents as he is not shareholder of the company. As such, he submits that the accused has cheated the informant. He

committed criminal breach of trust. On such counts, he prayed for rejection of application.

12. I have given anxious consideration to the submissions advanced by both the sides. I have also carefully gone through the bunch of documents placed on record by accused as well as original informant. In the case at hand as pointed out by learned advocate for accused and as admitted by both the sides Aircraft Purchase Agreement is dated 20.07.2022. As mentioned in the said agreement itself purchaser i.e. informant was agreed to deposit the sale consideration of said aircraft in the ESCROW account as suggested by the accused. As mentioned in Para No. 6.3 of order dated 19.12.2023 of NCLT it is observed as 'As regards sale of aircraft stated to have taken place on 10.12.2022 on the basis of the sale invoice, we find that this sale was concluded in accordance with the agreement dated 20.07.2022. Accordingly we do not find wilful defiance of order of this Bench in relation to this sale also as the Respondent Company has proceeded to sell pursuant to agreement dated 20.07.2022 as stated on the invoice. We further find that applicant has not made any averment alleging that the said agreement was not in existence on 05.12.2022 when this Bench has passed a status-quo order. It is clarified that this conclusion is based on the prima facie documents placed before us. Since agreement dated 20.07.2022 is not available before us we are not commenting on its authenticity.'

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13. Thus as mentioned in above para of order dated 19.12.2023 on 20.07.2022 i.e. on the date of execution of Aircraft Purchase Agreement no status quo or undertaking not to sell the aircraft was in existence. So the Hon'ble NCLT in clear terms observed that there is no wilful defiance of the order. Apart from that as mentioned in FIR accused transported aircraft to Mundra port on 07.02.2023 itself and informed about same to the informant on the same date itself.

14. Thus from the facts discussed above it appears that there was concluded contract of sale between accused and informant and in pursuant to that accused transported aircraft to Mundra Port for being taken to place as desired by the informant. Apart from that accused also moved application before NCLT so as to have ease in transporting said aircraft to the informant. Apart from that investigation in the matter is practically completed. Accused has been in jail since 08.05.2024. Thus considering aforesaid aspect to my mind accused is entitled for grant of bail. However at the time of granting bail certain conditions needs to be imposed on him. Thus for the aforesaid reasons, application deserves to be allowed. Hence, I answered point No.1 in the affirmative. Resultantly, in order to record findings as to point No. 2, I pass the following order. .

ADDL. CHIEF METROPOLITAN MAGISTRATE

ORDER

1. Application is allowed.

2. Accused Ammeet Aggarwal is released on bail on executing P.R. Bond of Rs.1,50,000/- (Rs. One Lakh Fifty Thousand Only), with one or two solvent sureties of amount of Rs.1,00,000/-.

3. Provisionally accused is ordered to be released on depositing cash security of Rs.1,50,000/- (Rs.One Lakh Fifty Thousand Only) on condition that he shall furnish surety within Two months.

4. He shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or any police officer and shall not tamper with the evidence.

5. He shall not leave India without the permission of this Court.

6. He shall deposit his passport, if any, to the Investigating officer.

ADDL. CHIEF METROPOLITAN MAGISTRATE ESPLANADE, MUMBAI

7. He shall provide contact numbers of his two relatives and provide proof of his permanent resident.

8. Accused is directed to co-operate with the Investigating officer and attend the EOW office as and when called.

9. He shall attend each and every date of trial.

10. This application stands disposed of accordingly.

Date: 11.06.2024

(S.P. Shinde)
Addl. Chief Metropolitan Magistrate,
47th Court, Esplanade,Mumbai.

ADDL. CHIEF METROPOLITAN MAGISTRATE ESPLANADE, MUMBAI

True Copy

Judicial Clerk,
Addl. Chief Metropolitan Magistrate's,
47th Court, Esplanade Mumbai.

To,

Senior Inspector of Police
EOW, Mumbai

Dear Sir,

This is in relation to CR. No 32/2024 registered with your name of the Accused is Ammeet Agarwal.

The Hon'ble Court has allowed bail to the Accused vide bail application No. 774/BA/2024 passed an order granting bail dated 11/6/2024.

The Accused is hereby depositing his passport bearing no. Z3994916 in compliance of order dated 11/6/2024 passed in above bail application Dated 11/6/2024

Regards

Adv. for Ammeet Agarwal

MHCC020083442024

BEFORE THE DESIGNATED COURT UNDER M.P.I.D. ACT
CITY CIVIL & SESSIONS COURT, MUMBAI

ANTICIPATORY BAIL APPLICATION NO. 1114 OF 2024
IN
C.R. NO.32 OF 2024

Kamal N. Agarwal]
Suspended Director of Supreme Transport]
Organization Private Limited.]
Having address as 901, Bikaner Bhawan,]
Opp. Jain Temple, J. B. Nagar,] *Applicant/*
Andheri (E), Mumbai-400059.]... *Accused*

Versus

The State of Maharashtra]
(Through EOW, Mumbai)]... *Respondent*

Appearances:-
Ld. Advocate Ponda a/w Ld. Advocate Yash Jain i/b M/s. Halai and Company for the Applicant.
Ld. SPP Suryawanshi for the State/ Respondent.
Ld. Advocate Utkarsh Tiwari i/b Apoorv Shrivastava for First Informant / Intervenor.

CORAM : HIS HONOUR JUDGE
N. P. MEHTA,
(Court Room no. 7)

DATE : 31st August, 2024.

ORAL ORDER

1. This is an application filed under Section 438 of The Code of Criminal Procedure, 1973 by the applicant for grant of pre-arrest bail in connection with C.R. No.32 of 2024 registered with EOW,

Mumbai (C.R. No.464 of 2024 registered with Sahar Police Station) against the present Applicant for the offences punishable under Sections 409, 420, 465, 467, 468, 471 r/w Section 34 of the Indian Penal Code, 1860 (hereinafter referred as "IPC").

2. Application is resisted by the Prosecution by filing its say at Exhibit Nos.04 & 05. The intervention application filed by the intervenor is allowed vide order dated 29.05.2024.

3. **Prosecution case in nutshell is as under :-**

On 08.08.2018, Cessna Grand Caravan Aircraft bearing registration no. VT-UDN, owned by Supreme Transport Organization Pvt. Ltd., met with an accident at Ganganagar Airport, Rajasthan. Complainant Mishell got to know about it from news report. At that time, complainant contacted accused Ammeet Agarwal via e-mail and also on phone and enquired about sale of the said damage aircraft At that time, accused Ammeet Agarwal agreed to sale the said aircraft to complainant and negotiation in that regard took place between them.

4. Complainant requested Ammeet Agarwal to de-register the said aircraft which was having Indian Registration number. On 13.05.2022 accused Ammeet Agarwal de-registered the said aircraft and supplied its certificate to complainant. On 20.07.2022, Aircraft Purchase Agreement in respect of Cessna Grand Caravan aircraft bearing no.VT-UDN was entered between complainant and Supreme Transport Organization through its director Ammeet Agarwal. The price of aircraft was fixed at 5,50,000/- US $ to be deposited with Escrow account of Powel

Aircraft Title Services, USA known to both complainant and Ammeet Agarwal. Ammeet Agarwal was liable to reimburse loan plus penalty charges of the bank to which aircraft was hypothecated. The seller had right to specify the bank account in which sale money was to be transferred by buyer. As per agreement, complainant transferred 5,50,000/- US $ in Escrow account on request of seller.

5. In Company application no.625/22 dated 05.12.2022 arising out of CP No.88/(MAH)/2015 National Company Law Tribunal directed parties to maintain status quo concerning to the properties owned by Supreme Transport Organization Pvt. Ltd. On 10.12.2022, Ammeet Agarwal forwarded invoice of the aircraft to complainant in which Sumit Agarwal requested him to pay airport charges of 68,000 US$. On 10.01.2023, complainant transferred money in the bank account of Supreme Transport Organization Pvt. Ltd. having account with Band of Baroda, Sakinaka branch, Mumbai with prior knowledge to Escrow. On 07.02.2023, Mishell transported Aircraft in container from Jaipur Airport to Mundra Port. On that day accused Ammeet Agarwal informed complainant to transfer 4,90,000 US $.The said amount was transferred to the bank account of Shorelite Company Ltd., London belonging to Natwarlal Tiparewal and his wife Lata. On 07.02.2023, complainant instructed it to Escrow account, who transferred 4,90,000 US $ in bank account of Natwarlal and Lata. On 04.05.2023, complainant received e-mail of Axis Bank, Worli Branch, Mumbai informing therein that the aircraft is hypothecated to Axis Bank towards repayment of loan of March

2017.

6. It is further the case of prosecution that, the Directors of Supreme Transport Organization Pvt. Ltd. breached the status quo order of NCLT, Mumbai dated 05.12.2022. On 08.09.2023, Supreme Transport Organization Pvt. Ltd. was declared insolvent. All the properties of accused Company were attached and vested with IRP. Complainant demanded his money back from Ammeet Agarwal, who refused to repay the said amount, which was transferred in the account of Natwarlal and Lata. On the report of complainant, crime came to be registered against present applicant and other Directors of Supreme Organization Pvt. Ltd. bearing No.464 of 2024 dated 08.05.2024, under Sections 409, 420, 465, 467, 468, 471 r/w Section 34 of the Indian Penal Code, 1860 (hereinafter referred as "IPC").

7. From the documents on record, it appears to this Court that, there was Aircraft Purchase Agreement dated 20.07.2022 entered into between complainant and accused Ammeet Agarwal on behalf of Supreme Organization Pvt. Ltd. The aircraft was agreed to be purchased in complete – as is where is-condition with clear title. It is the case of prosecution that complainant paid full purchase price of aircraft VT-UDN. Ammeet Agarwal promised to remain present to handover the said aircraft but he never turned up. The purchase amount was transferred to Escrow account that was set up and on the direction of Ammeet Agarwal the purchase amount was diverted to the bank account of his relatives Natwarlal and Lata, who are resident of London. It is accused Ammeet Agarwal, who instructed and accepted the payment

made to the account of Shorelite Ltd. It is the case of prosecution that, accused induced complainant to purchase the aircraft, which was hypothecated with Axis Bank towards repayment of loan which said fact was not informed to complainant at the time when negotiation with regard to purchase of aircraft were going on and in this way complainant was deceived wherein wrongful loss of 5,50,000 US $ was caused to him.

8. On 12.04.2022, consent was accorded by all Directors of Supreme Transport Organization Pvt. Ltd. to de-register the said aircraft from DGCA Aircraft register wherein applicant was one of the signatory. On 07.02.2023, Ammeet Agarwal and applicant had returned to Jaipur International Airport ltd. authorising them to exist from the airport. Their aircraft VT-UDN which was damaged in a container was loaded on a trailer bearing no. RJ - 14 GH 7100.

9. It is matter of record that, accused Ammeet Agarwal was arrested in the instant crime. He was subjected to custodial interrogation by Investigating Machinery. Thereafter he was sent to judicial custody. It is informed to this Court that accused Ammeet Agarwal was released on bail by Metropolitan Magistrate Court, Mumbai.

10. It is submitted by prosecution that, custodial interrogation of applicant is necessary to unearth the trail of money which was paid by complainant on the instructions of accused Ammeet Agarwal. As per the case of prosecution, the money was transferred in the bank of account of Shorelite Ltd. and since that

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bank account is beyond limits of India, it is not possible to recover the same.

11. Applicant Kamal Agarwal role is limited to granting consent for de-registration of the Cessna Grand Caravan VT-UDN Aircraft, which is subject matter of Aircraft Purchase Agreement dated 20.07.2022. Another document cited by prosecution is the loan agreement entered into between Axis Bank on one side and borrower Supreme Transport Organization Pvt. Ltd. Vide said agreement, Cessna Grand Caravan Aircraft is hypothecated with the bank towards repayment of term loan wherein applicant Kamal stood as a guarantor along with other four directors including Ammeet Agarwal. Applicant was having knowledge that, the aircraft which their company is owning, is mortgage with Axis Bank towards repayment of term loan, despite that he along with other directors consented for de-registration of aircraft.

12. There is no written document on record to show that applicant along with other directors by resolution authorized Ammeet Agarwal to enter into Aircraft Purchase Agreement in favour of complainant on dated 20.07.2022. In the statement of complainant, pivotal role is attributed to accused Ammeet Agarwal wherein he agreed to sell damaged Company aircraft to complainant and instructed him to transfer the sale money in the bank account of Shorelite Ltd. based in London. There is no whisper in the statement of complainant and in the whole F.I.R. that present applicant had shared ill intention with accused Ammeet Agarwal with regard to diversion of sale price to

Shorelite Ltd. London from Escrow account. Applicant cannot *prima facie* beheld vicariously liable with the act of accused Ammeet Agarwal in entering into Aircraft Purchase Agreement, which was hypothecated with Axis Bank towards repayment of term loan and diversion of sale amount outside India. From the aircraft purchase agreement dated 20.07.2022, all the terms of the agreement were incorporated at behest of complainant and Sumeet Agarwal. At that time applicant is nowhere in picture. The term regarding delivery and payment of purchase money was also dictated by accused Ammeet Agarwal on whose request complainant paid sale money to Shorelite Ltd., London which came to be diverted from Escrow account which was created with consent of both complainant and accused Ammeet Agarwal. It is alleged by prosecution that along with Ameet all the directors of Supreme Transport Organization Pvt. Ltd are vicariously liable for committing criminal breach of trust, cheating and forgery. In that regard it will be fruitful to refer the judgment of Hon'ble Supreme Court in the case of **Shiv Kumar Jatia Vs. State of NCT of Delhi in (2019) 17 SCC 193**, wherein it is held as under :

> *'If a Company commits an offence involving mens rea, it would normally be the intent and action of that individual who would act on behalf of the Company. At the same time it is the cardinal principle of criminal jurisprudence that there is no vicarious liability unless a statute specifically provides therefor, by specifically incorporating such a prevision. Even for the said purpose, it is obligatory on the part of the complainant to make requisite allegations which would attract the provisions for attaching vicarious liability. Penal Code, 1860 does not contain any provision for attaching vicarious liability on the part of*

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the Managing Director or the Directors of the Company, when the accused is a Company.

If there is no such provision specifically providing for vicarious liability, an individual either as Director or Managing Director or Chairman of the Company can be made an accused, along with the Company, only if there is sufficient evidence to prove his active role coupled with the criminal intent. The criminal intent alleged must have direct nexus with the accused.'

13. Further, in case of **R. Kalyan Vs. Janak C. Mehta reported in (2009) 1 SCC 516** wherein it is held as under :

32 Allegations contained in the FIR are for commission of offences under a general statute. A vicarious liability can be fastened only by reason of a provision of a statute and not otherwise. For the said purpose, a legal fiction has to be created. Even under a special statute when the vicarious criminal liability is fastened on a person on the premise that he was in charge of the affairs of the Company and responsible to it, all the ingredients laid down under the statute must be fulfilled. A legal fiction must be confined to the object and purport for which it has been created.'

14. Thus, from the aforesaid there is no specific role attributed to applicant of he having induced and deceived complainant of his valuable money and committed criminal breach of trust by forging documents. From alleged criminal act of accused Ammeet Agarwal, present applicant, who is also one of the director of Supreme Transport Organization Pvt. Ltd. cannot be held vicariously liable.

15. In view of above referred discussion, this Court is of the opinion that custodial interrogation of applicant / accused is not required. Hence, this Court is inclined to grant anticipatory bail in his favour. order :-

ORDER

1. The present Anticipatory Bail Application No. 1114 of 2024 is allowed and disposed off.

2. In the event of arrest of the applicant **Kamal N. Agarwal** in connection with C.R. No.32 of 2024 registered with EOW, Mumbai (C.R. No.464 of 2024 registered with Sahar Police Station) against the present Applicant for the offences punishable under Sections 409, 420, 465, 467, 468, 471 r/w Section 34 of the Indian Penal Code, 1860, he be released on furnishing PR bond of Rs. 1,00,000/- (Rupees One Lakh only) on following conditions:-

   i. The applicant shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the fact of the accusation against him so as to dissuade them from disclosing such facts to the Court or EOW.

   ii. That the applicant shall mark his presence with concern EOW every week preferably on Monday between 11.00 a.m. to 2.00 p.m. for a month and thereafter to appear before concern EOW as and when called upon to do so until charge-sheet is filed.

   iii. He shall not contact complainant in any way whatsoever.

   iv. He shall not tamper with evidence collected during the course of investigation. He shall not threatened prosecution witnesses

   v. The applicant shall not leave India without prior permission of the Trial Court and Investigating Officer.

   vi. The Applicant shall not alienate any immovable property in his name or in the name of his family members or any other concern person if any, without permission of the Court.

   vii. The Applicant shall furnish his contact number and residential address and contact number plus residential proof of his two near relatives to the Investigating Officer and shall keep him

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updated, in case there is any change.

viii. The Applicant shall attend the dates of trial regularly.

(Dictated and pronounced in the open Court.)

Digitally signed by NIKHIL PRAKASH MEHTA
Date: 2024.09.02 17:38:07 +0530

Date: 31/08/2024
Mumbai

(N. P. Mehta)
Designated Judge under
The Maharashtra Protection of
Interest of Depositors Act, 1999,
for Gr. Bombay

Dictated on : 31/08/2024
Draft given on : 02/09/2024
Signed by HHJ on : 02/09/2024

"CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT /ORDER"	
02.09.2024 at 5.36 p.m. UPLOADED DATE AND TIME	Ms. R. D. Tari NAME OF STENOGRAPHER

Name of the Judge (with Court Room no.)	H.H.J. N. P. Mehta C.R. No.07
Date of Pronouncement of Judgment/Order	02.09.2024
Judgment /Order signed by P.O. on	02.09.2024
Judgment/Order uploaded on	02.09.2024

Email

JT CP EOW MUMBAI

Fwd: Settlement for aircraft dispute

From : dcpeowzone-mum@mahapolice.gov.in Wed, May 22, 2024 02:54 PM
Subject : Fwd: Settlement for aircraft dispute
To : JT CP EOW MUMBAI <jtcp.eow@mahapolice.gov.in>

From: kamal@supremelogistics.org
Cc: dcpeowzone-mum@mahapolice.gov.in
Sent: Tuesday, May 21, 2024 8:21:24 PM
Subject: Fwd: Settlement for aircraft dispute

DCP/EOW I, shared
22/5

पोलीस सह आयुक्त
आर्थिक गुन्हे विभाग, मुंबई
IW NO 4251/EOW/2024
(23/05)

Sent from my iPhone

Begin forwarded message:

From: Supreme Logistics <kamal@supremelogistics.org>
Date: 21 May 2024 at 8:18:02 PM IST
To: jfcp.eow@mahapolice.gov.in
Subject: Fwd: Settlement for aircraft dispute

WAPI Waghmare.

Sent from my iPhone

वरिष्ठ पोलीस निरीक्षक
कक्ष-७ (शेअर्स), आ.गु.वि., मुंबई
Jeo No- 640/24 Dt-28/05/24

Begin forwarded message:

From: Supreme Logistics <kamal@supremelogistics.org>
Date: 21 May 2024 at 7:22:33 PM IST
To: rpiunit5.eowmum@mahapolice.gov.in
Subject: Fwd: Settlement for aircraft dispute

TR 30/C/24
29/5/24

Office of the Dy. Commissioner of Police (EOW) I Mumbai

Inward No.	2342
Date	23/05/2024
ACP	
Unit	SHAR-5

Dy. Commissioner of Police EOW-1 Mumbai

Sent from my iPhone

Begin forwarded message:

From: Supreme Logistics <kamal@supremelogistics.org>
Date: 21 May 2024 at 7:19:20 PM IST
To: Kamal Agarwal <kamaloneplus6@gmail.com>

Subject: Re: Settlement for aircraft dispute

Sent from my iPhone

On 21-May-2024, at 7:18 PM, Kamal Agarwal <kamaloneplus6@gmail.com> wrote:

---------- Forwarded message ---------
From: **Kamal Agarwal** <kamaloneplus6@gmail.com>
Date: Tue, May 21, 2024, 19:10
Subject: Settlement for aircraft dispute
To: trekair@gmail.com <trekair@gmail.com>
Cc: <kim@airtitle.com>

Without Prejudice

Reference: FIR bearing No. 464 of 2024 before the Economic Offense Wing against Supreme Transport Organization Private Limited and Ors.

Dear Michiel Kneefel,

I Kamal N. Agrawal suspended director of the Supreme Transport Organization Private Limited do hereby state as under

1. Vide an agreement dated 20th July 2022, an aircraft purchase agreement was executed by and between you and Supreme Transport Organization Private Limited in respect to the Aircraft Cessna 208B having serial no 208B2420, Registration Number VT- UDN, Make and Model of Engine : P&W Canada PT6A-114A, Engine Serial Number: PCE-PC2041 (hereinafter referred as Subject Aircraft).

2. As per the agreement, the subject aircraft was delivered to you at Japur, Rajasthan. Thereafter the said aircraft was transported by you from Jaipur, Rajasthan to Mundra, Kutch, Gujarat wherein vide an order of the Hon'ble National Company Law Tribunal the subject aircraft was restricted to transport further.

3. You are also well aware that various bonafide steps have been taken by us (myself and my Son i.e., Ammeet Agrawal) seeking orders from the Hon'ble National Company Law Tribunal to allow the transportation of the subject aircraft to you. You may kindly note that all above steps for taking necessary directions from the Hon'ble National Company Law Tribunal were purely done on bonfide basis as the said subject aircraft was delivered to you at Jaipur as per the said agreement and as the said subject aircraft was restrain by NCLT. The said Sale was concluded

4. All the above steps were taken in complete bonafide manner as the sale was already concluded but just to assist you for getting the said subject

aircraft at your destination though we were not under the obligation as the said subject aircraft was delivered to you at Jaipur Airport.

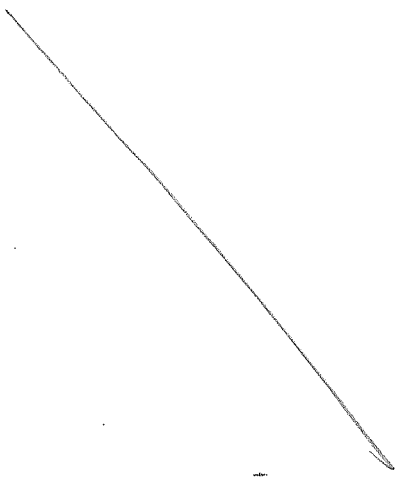
5. As now you have falsely by arm twisting the facts have registered an FIR against Supreme Transport Organization Private Limited and Ors. (Including myself and my son Ammeet Aggrawal) with the Economic Offense Wing. Therefore am writing this present letter without prejudice to offer a settlement proposal in the matter for the sake of my peace of mind. My proposal is as follows:

- We shall refund back the full amount paid by you as per the Agreement within 4 weeks from the date of you handing over the said subject aircraft to us at the Jaipur Airport and in the same condition as it was delivered to you.

- After handing over the said subject aircraft we shall also need a withdrawal letter for withdrawal of the FIR from you to Economic Offence Wing.

6. In case you agree with the above proposal, kindly let me know by responding to the present email and you upon approving the same I shall also transfer an amount of Rs. 50,00,000/- to you within two days from accepting the proposal. The said Rs. 50,00,000/- will be later adjusted with the full amount after you return back the said subject aircraft.

7. Looking forward for your positive Response.



13)

O.W. No.1014/Sr.PI/EOW/2024,
Office of the Sr. Police Inspector,
Economic Offences Wing, Unit - 7
Police Commissioner's office
compound,New Bldg, 3rd floor,
Crawford Market, Mumbai-400 001.
Date – 30/05/2024

To,

The Director,
State Forensic Science Laboratory
(Computer Section), Kalina
Santacruz (E), Mumbai.

Sub: Forensic Analysis of the mobile handset and simcard seized in EOW CR No.32/2024 u/s 409, 420, 461, 467, 468, 471, 34 of I.P.C.

Sir,

It is submitted that an offence has been registered against Mr. Ammeet Kamal Agarwal director of Supreme Trasnsport Orgnisation Pvt.Ltd vide EOW CR No. 32/2024 u/s 409,420,461,467,468,471,34 of I.P.C. and investigation of the said case is in progress with EOW, Mumbai.

During the course of investigation the below mention mobile hand set and jio simcard was seized from house search of accused residence for the investigation purpuse.

The Details of Seized mobile handset and simcard are as follows :-

One Samsung Fold 5, offwhite and silver coloured mobile and one Jio company sim card and number of the same is 9870811224 and also sim card series number of the same is 8991 8740 5000 2741 8939.

1	Samsung Fold 5 Model	Colour-Offwhite and silver	IMEI No 356725760578049 357227160578041
2	Jio Sim card	Accussed Mobile Number 9870811224	Sim Card No. 899187405000 2741 8939

We are forwarding the said sealed mobile handset marked as an **Annexure- A** and sim card marked as **Annexure- B** accordingly.

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It is requested to conduct a forensic analysis of the said device and jio simcard and also submit your report on the following identities mentioned below.

1. Is whatsapp account number **9870811224** activated/oprated in the said device ?

2. provide the chat history with including media history from Jan 2022 to 08/05/2024 with whatsapp account number of Michiel Kneefel **+31654281518**
   a] also provide the deleted chat of the same

3. Is **ammeet@supremeaviation.com** Email id activated/logged in in the said device or not.

4. if yes, provide the all correspondance made by this device with Michiel Kneefel email id i.e.**TREKAIR@GMAIL.COM** form the Jan 2022 to 08/05/2024.
   a) also provide the deleted mails of the same.

As the investigation of the said case is in progress additional queries will be submitted to your office in accordance with the findings of the said case.

One sealed parcels
Sayan
39/5/22
लिपिक
न्यायसहायक वैज्ञानिक प्रयोगशाला,
गृह विभाग महाराष्ट्र शासन, मुंबई

Yours faithfully,

(Rajesh Kasare),
o/c Sr.Inspector of Police,
Unit- 7, EOW, Mumbai.

वरिष्ठ पोलीस निरीक्षक
आर्थिक गुन्हे विभाग, गु.शा. गु.अ.वि., मुंबई

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LETTER TO ADVICE

Date: 30/05/2024

1) EOW CR No. 32/2024 u/s 409,420,465,467,468,471,34 I.P.C. (sahar Police Station CR No. 464/2024)

2) Articles to be analyzed: - 1 mobile handset for analysis.

3) Articles to be analyzed: - 1 jio sim card for analysis.

4) Whether required to be returned after analysis:- Yes

5) Sample of Seal one mobile handset provided as per **Annexure- A.**

6) Sample of Seal one jio sim card provided as per **Annexure- B.**

Yours faithfully,

(Rajesh Kasare)
Sr. Inspector of Police,
Unit- 7, EOW, Mumbai.

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सद्रक्षणाय खलनिग्रहणाय
Tel.No. : 022-22620111 Ext 675
Email ID :
srpigc3.eowmum@mahapolice.gov.in

Govt. of Maharashtra
Police Department
वरिष्ठ पोलीस निरीक्षक,
कक्ष-५ (जन.चि.-३),आर्थिक गुन्हे विभाग,मुंबई
मा.पोलीस आयुक्त यांचे कार्यालय, मुंबई ०१

जा.क्र. 2303/व.पो.नि./आ.गु.वि./कक्ष-५/मुंबई/२०२५ दिनांक-२०/१०/२०२५

प्रति

मा. उपसंचालक,
न्यायसहायक वैज्ञानिक प्रयोगशाळा,
कलीना, सांताक्रुज (पुर्व), मुंबई

विषय :- आ.गु.वि. गु.र.क्र. ३२/२०२४ भा.दं.वि. कलम ४०९, ४२०, ४६५, ४६७,४६८, ४७१, ३४ (सहार पोलीस ठाणे गु.र.नं.४६४/२०२४) या प्रकरणातील अभिप्राये व मुद्देमाल परत मिळणेबाबत.

संदर्भ :- जा.क्र.१०१४/व.पो.नि./आ.गु.वि./कक्ष-७/मुंबई/२०२४ दिनांक-३०/०५/२०२४

महोदय,

उपरोक्त संदर्भ विषयान्वये सविनय सादर आहे की, आ.गु.वि. गु.र.क्र. ३२/२०२४ भा.दं.वि. कलम ४०९,४२०,४६५,४६७,४६८,४७१,३४ या प्रकरणात संदर्भिय पत्रान्वये तांत्रीक तपासणी करीता मुद्देमाल न्यायसहायक वैज्ञानिक प्रयोगशाळा, कलीना मुंबई येथे दाखल करण्यात आला होता. यातील आरोपी अमित अगरवाल यांनी न्यायालयात त्यांचा जप्त मोबाईल परत मिळणेकरिता अर्ज केला असता मा.अति.मुख्य न्यायदंडाधिकारी, ४७ वे न्यायालय, एस्प्लनेड मुंबई न्यायालयाने आरोपी अमित अगरवाल यांचा अर्ज मंजूर करून मोबाईल परत करण्याबाबत आदेश दिले आहेत. करिता सदर प्रकरणाचे मा. न्यायालयाची आदेशाची पुर्तता करणेकामी पाठविण्यात आलेल्या मोबाईलची प्राधान्याने तांत्रीक तपासणी करून तपासणी अहवाल व मोबाईल, सिमकार्ड इत्यादी परत मिळणेस विनंती आहे. मा. न्यायालयाचे आदेशाची प्रत यासोबत जोडली आहे. पाठविण्यात आलेल्या वस्तुचे वर्णन खालीलप्रमाणे आहे.

1	Samsung Fold 5 Model	Color - Off-white and silver	IMEI No. 356725760578049 357227160578041
2	Jio Sim card	Mobile Number 9870811224	Sim Card No. 8991 8740 5000 2741 8939

20/10

(गणेश पवार)
वरिष्ठ पोलीस निरीक्षक
आ.गु.वि. कक्ष-०५, मुंबई

29/10/25
लिपिक
न्यायसहायक वैज्ञानिक प्रयोगशाळा,
कलिना, मुंबई-९८

20.10.25

Appendix-26: Case Registration and Acknowledgement Receipt.

STATE FORENSIC SCIENCE LABORATORY, MAHARASHTRA

GOVERNMENT OF MAHARASHTRA

VIDYANAGARI , HANS BHUGRA MARG, KALINA
SANTACRUZ EAST, MUMBAI - 400098
(Phone No. : 02226670755, Email: dir.fsl@maharashtra.gov.in)

STATE FORENSIC SCIENCE LABORATORY, MAHARASHTRA

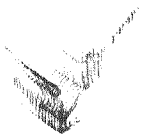
	Case File No	SFSL(MUM)/16124/CB/842/24
1	Date of receipt of the case	31/05/2024
2	Forwarding authority's name and address in full	SENIOR POLICE INSPECTOR, ECONOMIC OFFENCES WING, UNIT 7, CRAWFORD MARKET,MUMBAI,400001
3	Forwarding authority's reference No, and date	1014/2024, 30/05/2024
4	Case FIR/DDR/RC No and date,if any	32/24
5	Under section(u/s),if any	IPC 409, 420, 461, 467, 468, 471, 34
	Police station/Court/Others,if any:	ECONOMIC OFFENCES WING, CRAWFORD MARKET, MUMBAI
7	Messenger, name, designation, identity and phone no, if any :	ADITYA D GHADIGAONKAR, PC 140391 9082983638
8	No. of Parcels,Seal status and Details	<1> ONE SEALED PARCEL
9	Whether seal tallied with the seal impression Forwarded?	YES
10	Name and designation of the case registration personnnel:	VIJAYKUMAR W VIRKAR , CLERK
11	Any other information:	

Remarks of the Head of the discipline

(Signature of case registration personnel with date)

Forwarded to Shri/Dr.....for acceptance check of case

(Signature of HOD with date)



सद्रक्षणाय खलनिग्रहणाय
Tel.No. : 022-22620111 Ext 675
Email ID :
srpigc3.eowmum@mahapolice.gov.in

Govt. of Maharashtra
Police Department
वरिष्ठ पोलीस निरीक्षक,
कक्ष-५ (जन.चि.-३),आर्थिक गुन्हे विभाग,मुंबई
मा.पोलीस आयुक्त यांचे कार्यालय, मुंबई ०१

जा.क्र.2820 /व.पो.नि./आ.गु.वि./कक्ष-५/मुंबई/२०२५ दिनांक-०७/११/२०२५

प्रति

मा. उपसंचालक,
न्यायसहायक वैज्ञानिक प्रयोगशाळा,
क्लीना, सांताक्रुज (पुर्व), मुंबई

विषय :- आ.गु.वि. गु.र.क्र. ३२/२०२४ भा.दं.वि. कलम ४०९, ४२०, ४६५, ४६७,४६८, ४७१, ३४ (सहार पोलीस ठाणे गु.र.नं.४६४/२०२४) या प्रकरणातील अभिप्राये व मुद्देमाल परत मिळणेबाबत.

संदर्भ :- १) जा.क्र.१०१४/व.पो.नि./आ.गु.वि./कक्ष-७/मुंबई/२४ दि.३०/०५/२०२४
२) जा.क्र.२३०३/व.पो.नि./आ.गु.वि./कक्ष-५/मुंबई/२४ दि.१९/१०/२०२५

महोदय,

उपरोक्त संदर्भ विषयान्वये सविनय सादर आहे की, आ.गु.वि. गु.र.क्र. ३२/२०२४ भा.दं.वि. कलम ४०९,४२०,४६५,४६७,४६८,४७१,३४ या प्रकरणात संदर्भिय पत्रान्वये तांत्रीक तपासणी करीता मुद्देमाल न्यायसहायक वैज्ञानिक प्रयोगशाळा, कलीना मुंबई येथे दाखल करण्यात आला होता. यातील आरोपी अमित अगरवाल यांनी न्यायालयात त्यांचा जप्त मोबाईल परत मिळणेकरिता अर्ज केला असता मा.अति.मुख्य न्यायदंडाधिकारी, ४७ वे न्यायालय, एस्प्लनेड मुंबई न्यायालयाने आरोपी अमित अगरवाल यांचा अर्ज मंजूर करून मोबाईल परत करण्याबाबत आदेश दिले आहेत. करिता सदर प्रकरणाचे मा. न्यायालयाची आदेशाची पुर्तता करणेकामी पाठविण्यात आलेल्या मोबाईलची प्राधान्याने तांत्रीक तपासणी करून तपासणी अहवाल व मोबाईल, सिमकार्ड इत्यादी परत मिळणेबाबत संदर्भ क्र.२ अन्वये कळविण्यात आले होते परंतु अद्याप अभिप्राय व मोबाईल प्राप्त नाही. तरी मोबाईलची प्राधान्याने तांत्रीक तपासणी करून तपासणी अहवाल व मोबाईल, सिमकार्ड इत्यादी परत मिळणेस विनंती आहे.

1	Samsung Fold 5 Model	Color - Off-white and silver	IMEI No. 356725760578049 357227160578041
2	Jio Sim card	Mobile Number 9870811224	Sim Card No. 8991 8740 5000 2741 8939

SR. INSPECTOR OF POLICE ★ E.O.W., MUMBAI ★ सत्यमेव जयते

7.11.25

(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक
आ.गु.वि. कक्ष-०५, मुंबई

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सद्रक्षणाय खलनिग्रहणाय
दुरध्वणी क्र.०२२ २२७०७७०४
Email Id-
Dcpeowzone-
mum@mahapolice.gov.in

महाराष्ट्र शासन
पोलीस उप आयुक्त, आर्थिक गुन्हे विभाग, मुंबई
नवीन प्रशासकीय इमारत, ३ रा माळा,
पोलीस आयुक्तालय, डॉ. डी.एन. रोड,
मुंबई-४०० ००१

जा.क्र. ७३७ /पोउआ/आगुवि/कक्ष-५/२०२५ मुंबई दिनांक :१० /११/२०२५.

प्रति

मा. उपसंचालक,

न्यायसहायक वैज्ञानिक प्रयोगशाळा,

कलीना, सांताक्रुज (पुर्व), मुंबई

विषय :- आ.गु.वि. गु.र.क्र. ३२/२०२४ भा.दं.वि. कलम ४०९, ४२०, ४६५, ४६७,४६८, ४७१, ३४ (सहार पोलीस ठाणे गु.र.नं.४६४/२०२४) या प्रकरणातील मुद्देमालाची प्राधान्याने तपासणी होवुन मुद्देमाल परत मिळणेबाबत.

संदर्भ :- १) जा.क्र.१०१४/व.पो.नि./आ.गु.वि./कक्ष-७/मुंबई/२४दि.३०/०५/२०२४
२) जा.क्र.२३०३/व.पो.नि./आ.गु.वि./कक्ष-५/मुंबई/२४ दि.१९/१०/२०२५
३) जा.क्र.२४२०/व.पो.नि./आ.गु.वि./कक्ष-५/मुंबई/२४ दि.०७/११/२०२५

महोदय,

उपरोक्त संदर्भ विषयान्वये, आ.गु.वि. गु.र.क्र. ३२/२०२४ भा.दं.वि. कलम ४०९,४२०,४६५,४६७,४६८,४७१,३४ या प्रकरणात संदर्भिय पत्र क्र.१ अन्वये तांत्रीक तपासणी करीता मुद्देमाल न्यायसहायक वैज्ञानिक प्रयोगशाळा, कलीना मुंबई येथे दाखल करण्यात आला होता. यातील आरोपी अमित अगरवाल यांनी न्यायालयात त्यांचा जप्त मोबाईल परत मिळणेकरिता अर्ज केला असता मा.अति.मुख्य न्यायदंडाधिकारी, ४७ वे न्यायालय, एस्प्लनेड मुंबई न्यायालयाने आरोपी अमित अगरवाल यांचा अर्ज मंजूर करून मोबाईल परत करण्याबाबत आदेश दिले आहेत. करिता सदर प्रकरणाचे मा.न्यायालयाची आदेशाची पुर्तता करणेकामी पाठविण्यात आलेल्या मोबाईलची प्राधान्याने तांत्रीक तपासणी करून तपासणी अहवाल व मोबाईल, सिमकार्ड इत्यादी परत मिळणेबाबत संदर्भ क्र.२,३ अन्वये कळविण्यात आले होते परंतु अद्याप अभिप्राय व मोबाईल प्राप्त नाही. तरी मोबाईलची प्राधान्याने तांत्रीक

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तपासणी करून तपासणी अहवाल व मोबाईल, सिमकार्ड इत्यादी परत मिळणेस विनंती आहे. मुद्देमालाचे वर्णन पुढीलप्रमाणे आहे.

1	Samsung Fold 5 Model	Color - Off-white and silver	IMEI No. 356725760578049 357227160578041
2	Jio Sim card	Mobile Number 9870811224	Sim Card No. 8991 8740 5000 2741 8939

DY. COMMISSIONER OF POLICE, E.O.W.-I ★ MUMBAI ★ सत्यमेव जयते

आपला विश्वासू,

10/11/2025

(संग्रामसिंह निशाणदार)
पोलीस उप आयुक्त
आर्थिक गुन्हे विभाग, मुंबई

सोबत :- मा. न्यायालयाचे आदेश प्रत

13/11/25
सहायक अधीक्षक
न्यायसहायक वैज्ञानिक

13-11-25
लिपिक
वैज्ञानिक प्रयोगशाळा संचालनालय,
गृह विभाग, मुंबई-08.

DIRECTORATE OF FORENSIC SCIENCE LABORATORIES,
STATE OF MAHARASHTRA, HOME DEPARTMENT, VIDYANAGARI,
KALINA, SANTACRUZ (EAST), MUMBAI, 400 098
TEL: 022-26670755/58 FAX: 022-26670844

EXAMINATION REPORT

M.L. Case No. : Cy-842/2024
M. (T). No. : 46090/25
Date : 04 DEC 2025
Total No. of Pages : Three

To,
The Senior Inspector of Police,
Unit-7, EOW
Mumbai.

1)	**Ref. No.**	: 1014/2024	**Date**	:	30/05/2024
2)	**No. of Parcel(s)/ Envelope(s) received**	: One	**Police Station**	:	Unit-7, EOW
3)	**C. R No.**	: 32/2024	**U/s**	:	Sec.409,420,461,467,468,471, 34 of I.P.C
4)	**Mode of receipt**	: PC-140391	**Date of receipt**	:	31/05/2024

5) Condition of the parcel, seal(s) and description of articles contained in the parcel:
--- The condition, details of parcel and exhibits received from acquisition team are as follows:
--- One sealed parcel, seals intact as per copy sent.

Sr. No	Exhibit marked as	Description of the Articles	
1.	Ex-1	Mobile	Make : Samsung Model : SM-F946B/DS IMEI 1 : 356725760578049 IMEI 2 : 357227160578041
	Ex-1/1	SIM Card	Make : Jio ICCID : 89918740500027418939
Ex-1(along with Ex-1/1) was wrapped in paper parcel and labelled as Economic Offence Wing C.R.No-32/24, u/s 409,420, 461, 467, 468,471, 34 of I.P.C. (Sahar police station C.R.No.- 464/24).			

FORENSIC SCIENCE LABORATORY ★ STATE OF MAHARASHTRA, MUMBAI ★

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TESTS CONDUCTED

1. Extraction and acquisition of the above-mentioned exhibit were performed by acquisition team using the following tool:
   - Cellebrite Premium ES version 7.75.0.92.
2. Analysis using the following tool:
   - Cellebrite Inseyets Physical Analyzer 10.7.0.5035.

RESULTS OF ANALYSIS

After analysis of the data received from the acquisition team, the following were revealed.

1. Contact number registered on whatsapp application was found in the extraction of mobile phone marked as Ex-1, which are given in an enclosed CD marked as "Annexure-CD-Cy-842/2024" and the details are given below:

Exhibit No.	Folder Name	Details of files are given in	MD5 Hash Value of file
Ex-1	Contact number registered on whatsapp	Contact number registered on whatsapp.pdf	6e7e82cbf669d23624b246c95e938d69

2. Case related whatsapp chats of contact number "+31654281518" were found in the extraction of mobile phone marked as Ex-1, which are given in an enclosed CD marked as "Annexure CD-Cy-842/2024" and the details are given below:

Exhibit No.	Folder Name	Details of files are given in	MD5 Hash Value of file
Ex-1	Chats of +31654281518 found in Ex-1	Chats of +31654281518 found in Ex-1.pdf	16e17618a2e7c9d40ec5a62b55ef7add

3. "Email I'd ammeet@supremeaviation.com" was found in the extraction of mobile phone marked as Ex-1 which are given in an enclosed CD marked as "Annexure-CD-Cy-842/2024" and the details are given below:

Exhibit No.	Folder Name	Details of files are given in	MD5 Hash Value of file
Ex-1	Email I'd ammeet@supremeaviation.com found in Ex-1	Email I'd ammeet@supremeaviation.com found in Ex-1.pdf	a8a162896a53f5d1ea08c54b53770d07

4. Traces of email "trekair@gmail.com" were found in the extraction of mobile phone marked as Ex-1 which are given in an enclosed CD marked as "Annexure-CD-Cy-842/2024" and the details are given below:

Exhibit No.	Folder Name	Details of files are given in	MD5 Hash Value of file
Ex-1	Traces of trekair@gmail.com found in Ex-1	Traces of trekair@gmail.com found in Ex-1.pdf	f7ec70a77b0a790be1c8696c9ef3bb6d

5. An enclosed CD marked as "Annexure-CD-Cy-842/2024" is part of this report. Please refer that for further details. The details of Annexure are as below.

Details of Annexure CD	Size of data on CD
Make: HP Capacity: 700 MB	323 MB

Analysis started on : 24/11/2025

Analysis completed on: 04/12/2025

Analyzed by:

Name: **Tejal S. Khomane**

Designation: Scientific Officer,
Directorate of Forensic Science Laboratories,
M.S., Home Department, Mumbai

Note:

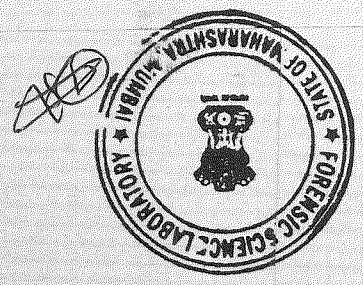
1) Report shall not be reproduced except in full, without the written approval of the director.
2) After examination Exhibit should be removed within fifteen days from the receipt of this report.
3) **"Annexure CD-Cy-842/2024",** mentioned above which is a part of report, will be handed over to you at the time of removal of exhibits.
4) This report is issued under section 65 (B) of Indian Evidence Act 1872, and section 63 (4) (C) of Bharatiya Sakshya Adhiniyam 2023.
5) Acquisition & analysis is performed under the semi-automated project for pendency removal.

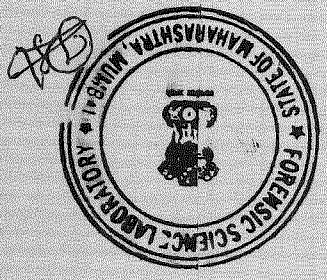
FORENSIC SCIENCE LABORATORY * STATE OF MAHARASHTRA, MUMBAI *

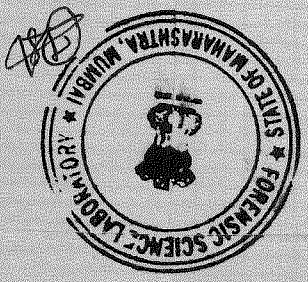
To,
The Senior Inspector of Police,
Unit - 7, EOW,
Mumbai.

Examination Report

M.L. Case No. :- Cy - 842/2024
M.T. No. :- 46090/25.
CR. No :- 32/2024.


FORENSIC SCIENCE LABORATORY
STATE OF MAHARASHTRA, MUMBAI


FORENSIC SCIENCE LABORATORY
STATE OF MAHARASHTRA, MUMBAI


FORENSIC SCIENCE LABORATORY
STATE OF MAHARASHTRA, MUMBAI

F. 7

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वरिष्ठ पोलीस निरीक्षक यांचे कार्यालय
कक्ष-५ (जनरल चिटींग-३)
आर्थिक गुन्हे विभाग, जुनी इमारत, तळमजला
गेट क्र. ३, डॉ. दा.नौ. मार्ग, मुंबई-४०० ००१
ई-मेल:srpigc3.eowmum@mahapolice.gov.in

जा.क्र. २५०७.../वपोनि/कक्ष-५(ज.चि.३)/आगुवि/२०२५ दिनांक ०५/१२/२०२५

प्रति,

वरीष्ठ पोलीस निरीक्षक, (प्रशासन)
आर्थिक गुन्हे विभाग, मुंबई

विषय :- गुन्हयातील आरोपी अमित अगरवाल यांचेकडून जप्त मुद्देमालाची मुद्देमाल गृह/सेफ रजिष्टरला नोंद घेवुन परत ताब्यात मिळणेबाबत.

संदर्भ :- १) आ.गु.वि. गु.र.क्र. ३२/२०२४ भा.दं.वि. कलम ४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४ (सहार पोलीस ठाणे गु.र.नं.४६४/२०२४)
२) जा.क्र.१०१४/व.पो.नि./आ.गु.वि./कक्ष-७/मुंबई/२४ दि.३०/०५/२०२४
३) जा.क्र.७३१/पोउपआ/आ.गु.वि./कक्ष-५/मुंबई/२५ दि.१०/११/२०२५

महोदय,

उपरोक्त संदर्भ विषयान्वये, तक्रारदार श्री विकास केशवराम शुक्ला यांचे फिर्यादीवरून १) अमीत कमल अग्रवाल, २) कमल नगरमल अगरवाल ३) आकाश कमल अगरवाल व इतर यांचेविरूध्द संदर्भिय गुन्हा दाखल असून सदर गुन्हयाचा तपास सुरू आहे. गुन्हयाचे तपासा दरम्यान आरोपी अमित कमल अग्रवाल यांचेकडून दि.०८/०५/२०२४ रोजी त्यांचा मोबाईल जप्त करण्यात आला होता. संदर्भिय पत्र क्र.२ अन्वये जप्त मोबाईल तांत्रीक तपासणी करीता न्यायसहायक वैज्ञानिक प्रयोगशाळा, कलीना मुंबई येथे दाखल करण्यात आला होता. सदर प्रकरणातील मोबाईलची तांत्रीक तपासणी होवुन तपासणी अहवाल व मुद्देमाल संदर्भिय पत्र क्र.३ अन्वये दि.०५/१२/२०२५ रोजी प्राप्त झाला आहे.

यातील आरोपी अमित अगरवाल यांनी मा.न्यायालयात त्यांचा जप्त मोबाईल परत मिळणेकरिता अर्ज केला असता मा.अति.मुख्य न्यायदंडाधिकारी, ४७ वे न्यायालय, एस्प्लनेड मुंबई न्यायालयाने आरोपी अमित अगरवाल यांचा अर्ज मंजूर करून मोबाईल परत करण्याबाबत दि.१९/०९/२०२५ रोजी आदेश दिले आहेत. प्राप्त मुद्देमालाचे नोंदीबाबत मुद्देमाल गृह/सेफ रजिष्टरला तपासणी केली असता तात्कालीन तपास अधिकारी

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यांनी मुद्देमालाची नोंद केल्याचे दिसुन येत नाही. त्यामुळे खालीलप्रमाणे जप्त/प्राप्त मुद्देमालाची मुद्देमाल गृह/सेफ रजिष्टरला नोंद घेवुन तो मा.न्यायालयाचे आदेशाप्रमाणे आरोपी अमित अगरवाल यांना देणेकामी परत ताब्यात मिळणेस विनंती आहे.

अ. क्र.	मुद्देमालाचे वर्णन	इतर तपशील	लेबलवरील वर्णन
१	Ex-1 (1Mob), Ex.-1/1 (1Sim) आरोपी अमित अगरवाल यांचा जप्त करण्यात आलेला मोबाईल व सिमकार्ड असलेले सिलंबद पाकीट	Samsung Fold 5 Model, Color - Off-white and silver IMEI No. 356725760578049 357227160578041	Forensic Science Laboratory, State of Maharashtra 1) Name of Division – Cyber 2) Case No.Cy.842/24 3) Exibit No.- Ex-1(1Mob), Ex.-1/1(1Sim) 4) Police Station- EOW, Unit-7, Mumbai 5) C.R.No. – 32/2024
२	Ex.-2-CD मोबाईलची तांत्रीक तपासणी करून प्राप्त झालेली सीडी असलेले सिलंबद पाकीट	Jio Sim card Mobile Number 9870811224 Sim Card No. 8991 8740 5000 2741 8939	Forensic Science Laboratory, State of Maharashtra 1) Name of Division – Cyber Forensia 2) Case No.Cy.842/24 3) Exibit No.- 4) Police Station- EOW, Unit-7, Mumbai 5) C.R.No. – 32/2024 6) One Annexure – CD

सहपत्र - मा.न्यायालयाचे आदेश

5/12/2025

(गणेश पवार)
वरिष्ठ पोलीस निरीक्षक,
आ.गु.वि. कक्ष ५, (ज.चि.३), मुंबई

5.12.25

(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक,
आ.गु.वि. कक्ष ५, (ज.चि.३), मुंबई

O/C
DSI 06/12/25

आर्थिक गुन्हे विभाग, मुंबई

ठाणे दैनंदिनी नक्कल प्रत

दि.०६/१२/२०२५

अ.क्र. वेळ	तपशील
18/25 11:50 वा	पोलीस निरीक्षक गजेंद्र क्षीरसागर निवेदण करतात की, आ.गु.वि. गु.र.क्र. ३२/२०२४ भा.दं.वि. कलम ४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४ (सहार पोलीस ठाणे गु.र.नं.४६४/२०२४) गुन्हयातील आरोपी अमित कमल अग्रवाल यांचेकडून दि.०८/०५/२०२४ रोजी त्यांचा मोबाईल जप्त करण्यात आला होता. संदर्भिय पत्र क्र.२ अन्वये जप्त मोबाईल तांत्रीक तपासणी करीता न्यायसहायक वैज्ञानिक प्रयोगशाळा, कलीना मुंबई येथे दाखल करण्यात आला होता. सदर प्रकरणातील मोबाईलची तांत्रीक तपासणी होवुन तपासणी अहवाल व मुद्देमाल संदर्भिय पत्र क्र.३ अन्वये दि.०५/१२/२०२५ रोजी प्राप्त झाला आहे. यातील आरोपी अमित अगरवाल यांनी मा.न्यायालयात त्यांचा जप्त मोबाईल परत मिळणेकरिता अर्ज केला असता मा.अति.मुख्य न्यायदंडाधिकारी, ४७ वे न्यायालय, एस्प्लनेड मुंबई न्यायालयाने आरोपी अमित अगरवाल यांचा अर्ज मंजूर करून मोबाईल परत करण्याबाबत दि.१९/०९/२०२५ रोजी आदेश दिले आहेत. प्राप्त मुद्देमालाचे नोंदीबाबत मुद्देमाल गृह/सेफ रजिष्टरला तपासणी केली असता तात्कालीन तपास अधिकारी यांनी मुद्देमालाची नोंद केल्याचे दिसुन येत नाही. त्यामुळे खालीलप्रमाणे जप्त/प्राप्त मुद्देमालाची मुद्देमाल गृह/सेफ रजिष्टरला मुद्देमाल रजि.न. 220/२५ आणि ~~सेफ नं.~~ /~~२५ नुसार~~ नोंद घेवुन तो मा.न्यायालयाचे आदेशाप्रमाणे आरोपी अमित अगरवाल यांना देणेकामी परत ताब्यात घेण्यात आला आहे. 1) Samsung Fold 5 Model, Color - Off-white and silver IMEI No. 356725760578049, 357227160578041 2) Jio Sim card, Mobile Number 9870811224, Sim Card No. 8991 8740 5000 2741 8939

~~दिनांक~~ 06/12/25

IMEI No 220/25

डायरी नं

(18) - 11.50 वा

HC गोलांबरी - ठाणे Rimanda

6/12/25

(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक,
आ.गु.वि. कक्ष ५, (ज.चि.३), मुंबई

SUPREME
SINCE 1983

From the desk of **AMMEET K AGARWAL**

703 Sankalp Mistry Complex JB Nagar Andheri East Mumbai 400059 +91 9870811224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054 ammeet@supremeaviation.com
Former **Honorary Consul of Democratic Republic of Congo**
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To,

October 14th 2025

Senior Inspector of Police
Ecomonics Offence Wing, Mumbai
Mumbai Police Headquarters, Mumbai 400001

Re: Handover of MOBILE PHONE – SAMSUNG GALAXY Z Fold 5
SM-F946BZEGINS
Model No.SM-F946B/DS
Month and Year of manufacture as January 2024
EID No.89043051202200836223005481866213

Dear Sir,

1. Honorable Esplanade court had ordered release of afore mentioned mobile phone on 19th September 2025.

2. **I am hereby giving authority to Mr. Arvind Rajaram Nirmal, my personal security and gunman, to collect the mobile phone on my behalf.**

3. Kindly acknowledge, share a copy of the same for our records please. Thank you.

AmmeetKAgarwal

H.E. Captain Ammeet K Agarwal
+91 98708 11224

******

17/10

17/10/25

220/25

I Came.. I Saw.. I Conquered..

IN THE COURT OF ADDITIONAL CHIEF METROPOLITAN MAGISTRATE
47th COURT, ESPLANADE, MUMBAI.

CASE NO.2846/MISC./2024
(CNR NO.MHMM11-005909-2024)

Ammeet Aggarwal ...Applicant.

V/s.

State of Maharashtra ...Respondent.
(Through Economic Offences Wing, Mumbai)

ORDER BELOW EXH- 1

Applicant has filed present application for return of property i.e his Samsung mobile Fold 5. He submitted that the investigating officer has taken this mobile from him during his custody. The applicant was released on bail by order dated 11.06.2024. The investigation has already completed, but charge-sheet is yet not filed. The applicant is entitled to the custody of said mobile phone as he is the lawful owner. Hence the present application.

The investigating officer filed reply. He stated that, the accused has been released on bail by the order of the Court. He further stated that, the mobile phone may be returned to the accused on such terms and conditions as may be imposed by the the Court.

Ld. APP filed reply and submitted that, the application is not tenable and accused is involved in white-collar crime. Hence the application be rejected.

Heard, Ld. Advocate for the accused and Ld. APP.

The record goes to show that CR No. 32/2024 was registered with EOW. The remand papers show that this accused was arrested on 08.05.2024 and was remanded to police custody and finally to Magisterial custody. He has submitted that, while he was in police custody, the investigating officer had seized his mobile phone i.e. Samsung mobile Fold 5 with EID No. 89043051202200836223005481866213. Record further shows that he

was released on bail by order dated 11.06.2024 by my Ld. Predecessor. Now the remand papers nowhere show the seizure of such mobile phone by the investigating officer. However if the reply of the investigating officer is taken into consideration, it is clear that such mobile phone is in the custody of investigating officer. He has no any objection to return the same to this applicant.

The only objection is that of Ld. APP, who stated that if the application is allowed, the applicant will misuse the same. So far the original FIR came to be registered with Sahar Police Station bearing No. 464/2024 on 08.05.2024. It was eventually transferred to EOW for investigation. As discussed earlier, the applicant was arrested on 08.05.2024 and was finally released on bail by order dated 11.06.2024. Till today EOW has not filed any final report or charge-sheet in relation to this offence. So the requirement to keep this mobile phone in the custody of police is not so shown by the Ld. APP. Furthermore the investigating officer himself has no any objection to return the mobile phone. Hence the order follows.

ORDER

1. The custody of seized muddemal i.e. SAMSUNG mobile phone Fold 5 named as SM-F946BZEGINS, Model No.SM-F946B/DS, Month and Year of manufacture as January 2024, EID No.89043051202200836223005481866213, seized by investigating officer, in connection with C.R No.32/2024 with EOW and CR. No. 464/2024 with Sahar Police Station for the offence punishable under Sections 409, 420, 465, 467, 468, and 471 read with Section 34 of the Indian Penal Code, be given to the applicant on following conditions :-

i) The applicant shall execute indemnity bond of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only).

ii) That he shall produce the mobile phone as and when required by the police or the Court.

iii) That he shall not change, sale or transfer in any manner the mobile phone or alienate the same in any way without the permission of this Court.

iv) That the I.O. shall take the photographs of Mobile Handset showing its clear IMEI number and prepare the panchanama at the time of releasing its custody to the applicant.

v) That the said photographs shall be countersigned by the applicant and shall be produced along with charge-sheet or final report.

vi) The investigating officer shall create a replica of the data of this mobile phone and shall preserve it for the purpose of investigation.

vii) Inform the I.O. accordingly.

ABHIJIT RAJSHEKHAR SOLAPURE

Digitally signed by ABHIJIT RAJSHEKHAR SOLAPURE
Date: 2025.09.24 15:08:02 +0530

(A. R. Solapure)
Additional Chief Judicial Magistrate,
47th Court, Esplanade, Mumbai.

Date: 19.09.2025

दि. ०८/१२/२०२५
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मोबाईल/मुद्देमाल परत केल्याबाबत पंचनामा

पंच :- १) श्री मोहम्मद सोहेल मो. सहजादा शेख, वय ४७ वर्षे,
व्यवसाय- कपडा व्यापार,
रा. शॉप न.३२५, फॅशन मार्केट मेट्रो चर्चजवळ, एम.जी.एम. रोड,
फिरोजसा गोदरेज, फोर्ट, मुंबई ४०० ००१ मो.क्र.९८७०००९३१८
आधार क्र. ७२९५ ९९०७ ६४०५

पंच :- २) श्री एकलाक अहमद मदिन अहमद, वय २९ वर्ष,
व्यवसाय - कपडा व्यापार
रा. शॉप न.३२२, फॅशन मार्केट मेट्रो चर्चजवळ, एम.जी.एम. रोड,
फिरोजसा गोदरेज, फोर्ट, मुंबई ४०० ००१ मो.क्र.८२०९०७५८३७
मुळ पत्ता. श्यामपूर नया टोला, पो.रामपूर दाउद, रामपूर दौड, सासामुसा,
गोपालगंज, बिहार ८४१५०५ आधार क्र.२३२९ २६२४ ५१८२

--०००--

आम्ही पोलीस निरीक्षक गजेंद्र क्षीरसागर यांनी वरील नमुद पंच यांना शासकीय कामानिमीत्त आर्थिक गुन्हे विभाग मुंबई येथे बोलावित्यावरून वरील पंच आज दिनांक ०९/१२/२०२५ रोजी दुपारी १६.०० वा. आर्थिक गुन्हे विभाग, कक्ष-५, (ज.चि.३) येथे हजर झाले आहेत. नमुद पंचाना आम्ही आर्थिक गुन्हे विभाग, मुंबई येथे दाखल व तपासावर असलेला अपराध क्रमांक ३२/२०२४ भा.दं.वि. कलम ४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४ (सहार पोलीस ठाणे गु.र.नं.४६४/२०२४) या गुन्हयाची थोडक्यात हकीकत सांगीतली कि, गुन्हयातील आरोपी श्री अमित कमल अग्रवाल यांना दि. ०८/०५/२०२४ रोजी तपासकामी अटक करण्यात आली होती. गुन्हयाचे तपासा दरम्यान आरोपी अमित कमल अग्रवाल यांचेकडून दि.११/०५/२०२४ रोजी त्यांचा सॅमसंग कंपनीचा मोबाईल जप्त करून तांत्रीक तपासणी करीता दि.३०/०५/२०२५ रोजी न्यायसहायक वैज्ञानिक प्रयोगशाळा, कलीना मुंबई येथे दाखल करण्यात आला होता.

यातील आरोपी अमित अगरवाल यांनी मा.न्यायालयात त्यांचा जप्त मोबाईल परत मिळणेकरिता केस क्र.२८४६/कि.अर्ज/२०२४ अन्वये मा.न्यायालयात अर्ज केला असता मा.अति.मुख्य न्यायदंडाधिकारी, ४७ वे न्यायालय, एस्प्लनेड मुंबई न्यायालयाने आरोपी अमित अगरवाल यांचा अर्ज मंजूर करून मोबाईल परत करण्याबाबत दि.१९/०९/२०२५ रोजी आदेश दिले आहेत. त्यानंतर सदर मोबाईलची प्राधान्याने तांत्रीक तपासणी होवून तपासणी अहवाल व मुद्देमाल मिळणेबाबत या कार्यालयाकडुन ३ स्मरणपत्रे देवून

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पाठपुरावा केला असता सदर प्रकरणातील मोबाईलची तांत्रीक तपासणी होवुन न्यायसहायक वैज्ञानिक प्रयोगशाळा, कलीना मुंबई येथुन तपासणी अहवाल व मुद्देमाल दि.०५/१२/२०२५ रोजी प्राप्त झाला आहे.

न्यायसहायक वैज्ञानिक प्रयोगशाळा, कलीना मुंबई येथुन प्राप्त मुद्देमालाचे दोन सिलबंद पाकीट प्राप्त झाले असुन त्यापैकी पाकीट क्र. १ ची पाहणी केली असता त्यावर पुढीलप्रमाणे लेबल आहे.

Forensic Science Laboratory,
State of Maharashtra
1) Name of Division – Cyber
2) Case No.Cy.842/24
3) Exibit No.- Ex-1(1Mob), Ex.-1/1(1Sim)
4) Police Station- EOW, Unit-7, Mumbai
5) C.R.No. – 32/2024

नमुद सिलबंक पाकीट आरोपी अमित कमल अगरवाल आणि पंच यांचे उपस्थितीत उघडून त्याची पाहणी केली असता आतमध्ये खालीलप्रमाणे मुद्देमाल मिळुन आला आहे.

मुद्देमालाचे वर्णन	इतर तपशील
आरोपी अमित अगरवाल यांचा जप्त करण्यात आलेला मोबाईल व सिमकार्ड असलेले पाकीट	Samsung Fold 5 Model, Color - Off-white and silver IMEI No. 356725760578049, 357227160578041 Jio Sim card Sim Card No. 8991 8740 5000 2741 8939

वरील वर्णनाचा सॅमसंग कंपनीचा मोबाईल, सिमकार्ड इत्यादी मुद्देमालाची आरोपी अमित कमल अगरवाल यानी बारकाईने पाहणी करून सदर मोबाईल व सिमकार्ड त्यांचेचे असल्याचे सांगुन ओळख पटवुन दिली त्यानंतर अमित अगरवाल यांनी आमचे सुचनेवरून मोबाईलमध्ये सिमकार्ड टाकुण तो चालु करून बघीतला तसेच मोबाईलमध्ये *#06# हा कोड डायल करून मोबाईलचा IMEI No. 356725760578049, 357227160578041 याप्रमाणे असुन तो त्यांचाच मोबाईल असल्याची खात्री केली तसेच सदर मोबाईल जप्त केला त्याप्रमाणेच सुस्थितीत असल्याचे व याबाबत कोणतीही तक्रार नसल्याचे पंचासमक्ष सांगीतले आहे.

यानंतर वरीलप्रमाणे नमुद वर्णनाचा मोबाईल व सिमकार्ड इत्यादी मुद्देमालाचे आमचेकडील मोबाईलचे साहयाने रंगित फोटोग्राफ काढण्यात आले असुन सदर फोटाग्राफमध्ये मोबाईलचा आयएमईआय क्रमांक स्पष्टपणे दिसुन येत आहे. काढण्यात आलेला फोटोग्राफची प्रिंट काढुन त्यावर पंच व अमित अगरवाल यांची स्वाक्षरी घेण्यात आली आहे.

यानंतर न्यायसहायक वैज्ञानिक प्रयोगशाळा, कलीना मुंबई येथुन प्राप्त मुद्देमालाचे पाकीट क्र. २ ची पाहणी केली असता त्यावर पुढीलप्रमाणे लेबल आहे.

Forensic Science Laboratory,
State of Maharashtra
1) Name of Division – Cyber Forensia
2) Case No.Cy.842/24
3) Exibit No.-
4) Police Station- EOW, Unit-7, Mumbai
5) C.R.No. – 32/2024

पंच १)
2)

6) One Annexure – CD

नमुद सिलबंक पाकीट आरोपी अमित कमल अगरवाल आणि पंच यांचे उपस्थिती उघडून त्याची पाहणी केली असता आतमध्ये सिडी/ CD मिळुन आली असुन तपासणी अहवालाप्रमाणे नमुद सीडीमध्ये प्रश्नावलीनुसार डाटा व माहीती देण्यात आली आहे. पंचासमक्ष नमुद सीडी लॅपटॉपला ड्राईव्ह जोडुन प्ले केला असता आतमध्ये खालीलप्रमाणे फोल्डर व त्यामध्ये मोबाईलची तांत्रीक तपासणी होवुन न्यायसहायक वैज्ञानिक प्रयोगशाळा, कलीना मुंबई येथुन प्रश्नावलीनुसार तपासणी अहवाल व मुद्देमाल तसेच तपासाचे अनुशंगाने पुढीलप्रमाणे ४ फोल्डरमध्ये डाटा जतन करून माहिती सादर केल्याचे दिसुन आले आहे.

Annexure- CD –Cy-842-2024

1) Chats of +31654281518,
2) Contact number registered on whatsapp
3) Email id - ammeet@supremeaviation.com
4) Traces of TREKAIR@GMAIL.COM

वरील प्रत्येक फोल्डरमध्ये Cy-842-2024 Ex-1 याप्रमाणे आणखी एक फोल्डर असुन त्यामध्ये पीडीएफ फाईलमध्ये प्रश्नावलीनुसार माहिती व इतर सिस्टीम फोल्डर असल्याचे दिसुन येत आहे. नमुद मोबाईलचा याप्रमाणे Replica of the Data/माहिती प्राप्त झाली आहे. नमुद फोल्डर जसे आहेत तसे लॅपटॉपमध्ये तपासकामी कॉपी करण्यात आले असुन त्याचे अवलोकन करून पुढील तपास करण्यात येत आहे. त्यानंतर सिडी पुर्ववत पाकीटामध्ये बंद करून त्यावर पंचाच्या सहया घेण्यात आल्या आहेत.

वरीलप्रमाणे नमुद वर्णनाचा मोबाईल व सिमकार्ड इत्यादी मुद्देमाल मा.अति.मुख्य न्यायदंडाधिकारी, ४७ वे.न्यायालय, एस्प्लनेड मुंबई यांचे दि.१९/०९/२०२५ रोजीचे आदेशाप्रमाणे खालील अटि व शर्थिबाबत त्यांना अवगत करून व त्याचे अधिन राहुन आरोपी अमित कमल अगरवाल यांचे ताब्यात देण्यात आला आहे.

सदर पंचनाम्याची लेखी कार्यवाही आर्थिक गुन्हे विभाग, कक्ष-५, जनरल चिर्टींग ३, पोलीस आयुक्त कार्यालय, जुनी इमारत, तळमजला येथे करण्यात आली आहे. नमुद पचंनामा आज दिनांक ०८/१२/२०२५ चे १६.३५ सुरु करुन १७:१५ वाजता संपला. पंचनामा पंचांनी समक्ष हजर राहून पाहिला, तो दिसत्या परिस्थितीप्रमाणे बरोबर असून आरोपी व पंचांनी वाचून पाहिला, व स्वाक्षरी केली आहे.

समक्ष

(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक,
आ.गु.वि. कक्ष ५, (ज.चि.३), मुंबई

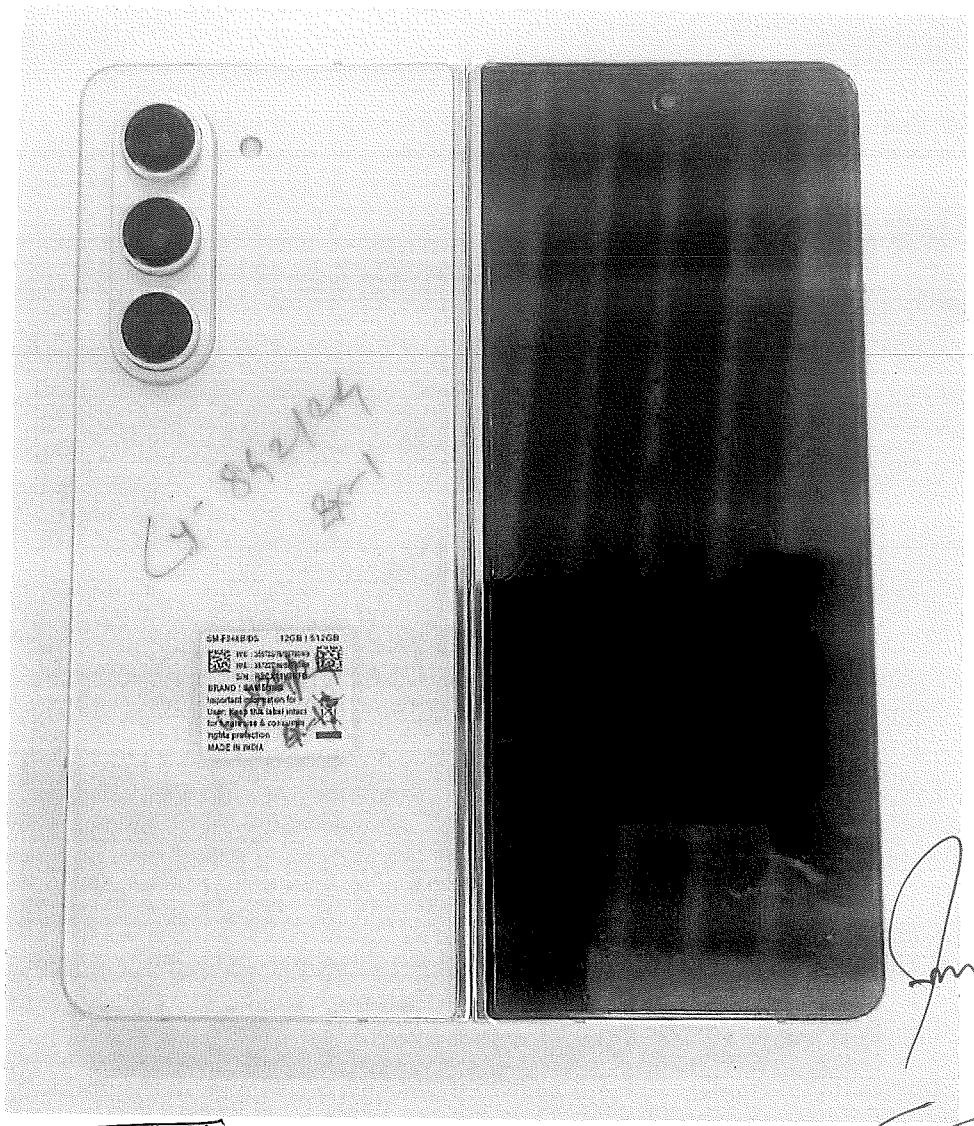
पंच १)

पंच २) Ammeet

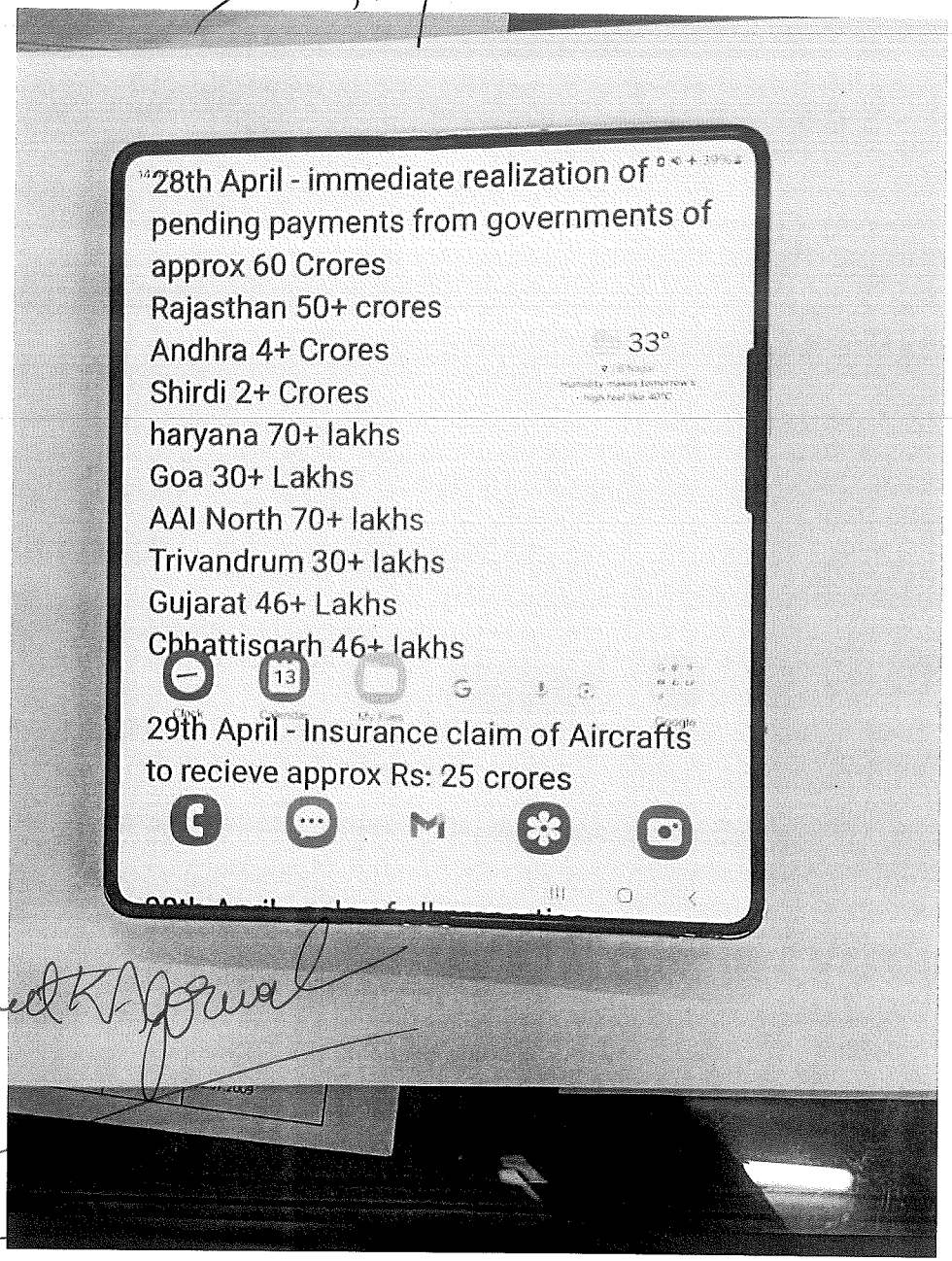
Ammeet K Agarwal
08/12/2025

EOW Mumbai Cr.No. 32/2024 IPC 409,420,465,467,468, 471, 34 आरोपीत
जप्त मोबाईलचे फोटोग्राफ

1) मोबाईलची Backside



2) Display



समक्ष
(धनेंद्र क्षीरसागर)
पोलीस निरीक्षक
EOW, मुंबई

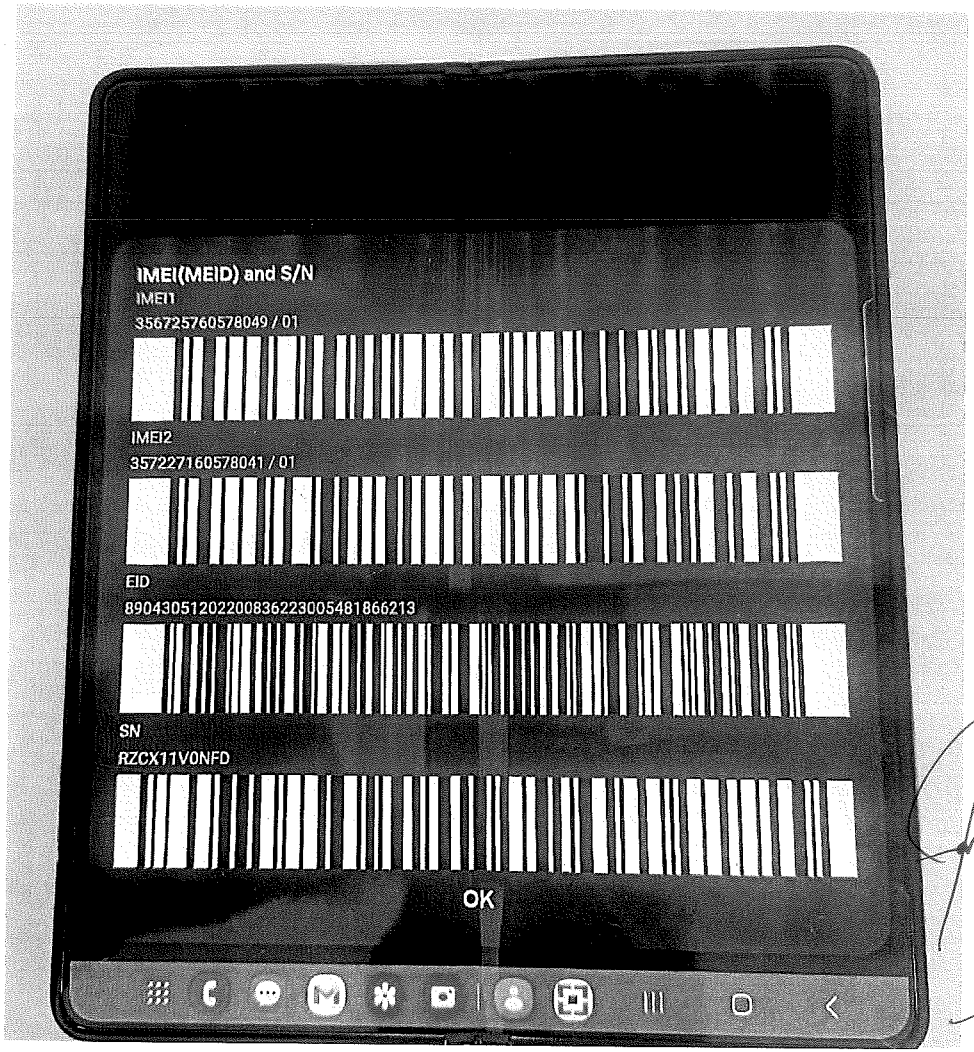
पंच 1)

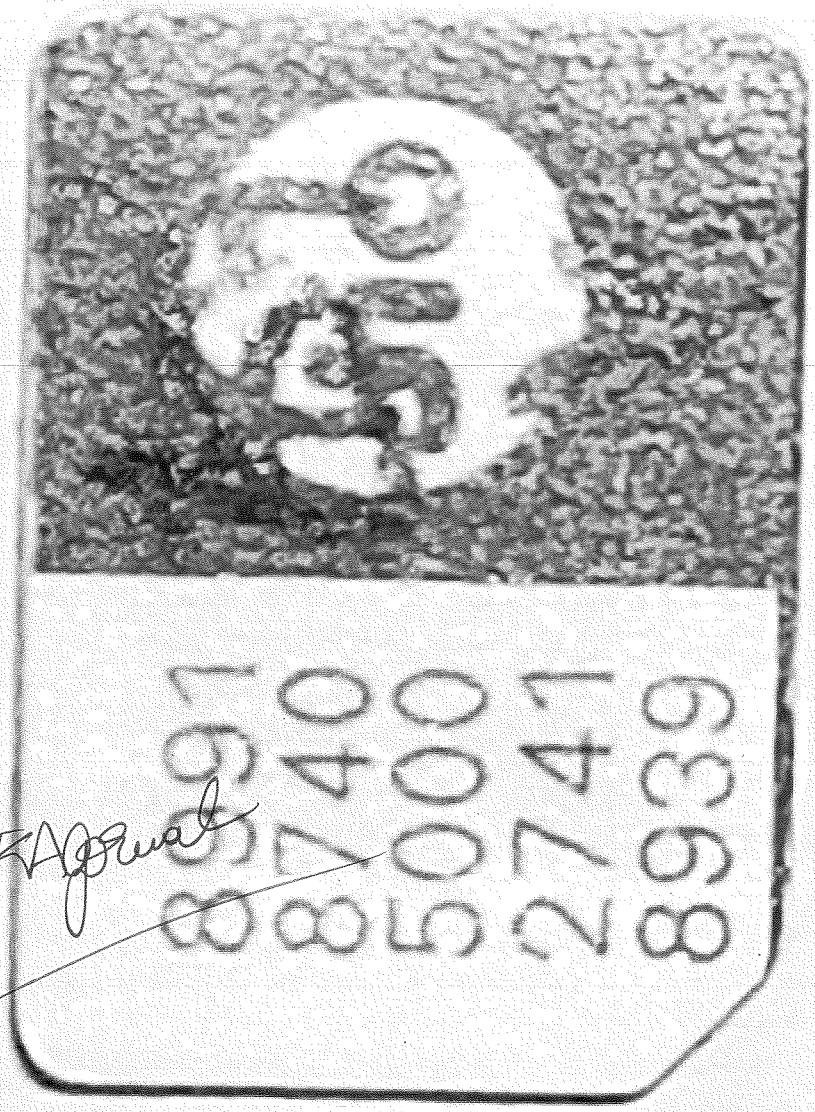
2)

EOW, Cr. No. 32/2024 IPC Sec. 409, 420, 465, 467, 468, 471, 34 वाजवील
जप्त मोबाईलचे फोटोग्राफ / [illegible] फोटोग्राफ

6) Simcard NO.

5) *#06# → IMEI NO.





समक्ष
(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक
EOW, मुंबई

पंच 1) [illegible]

2) [illegible]

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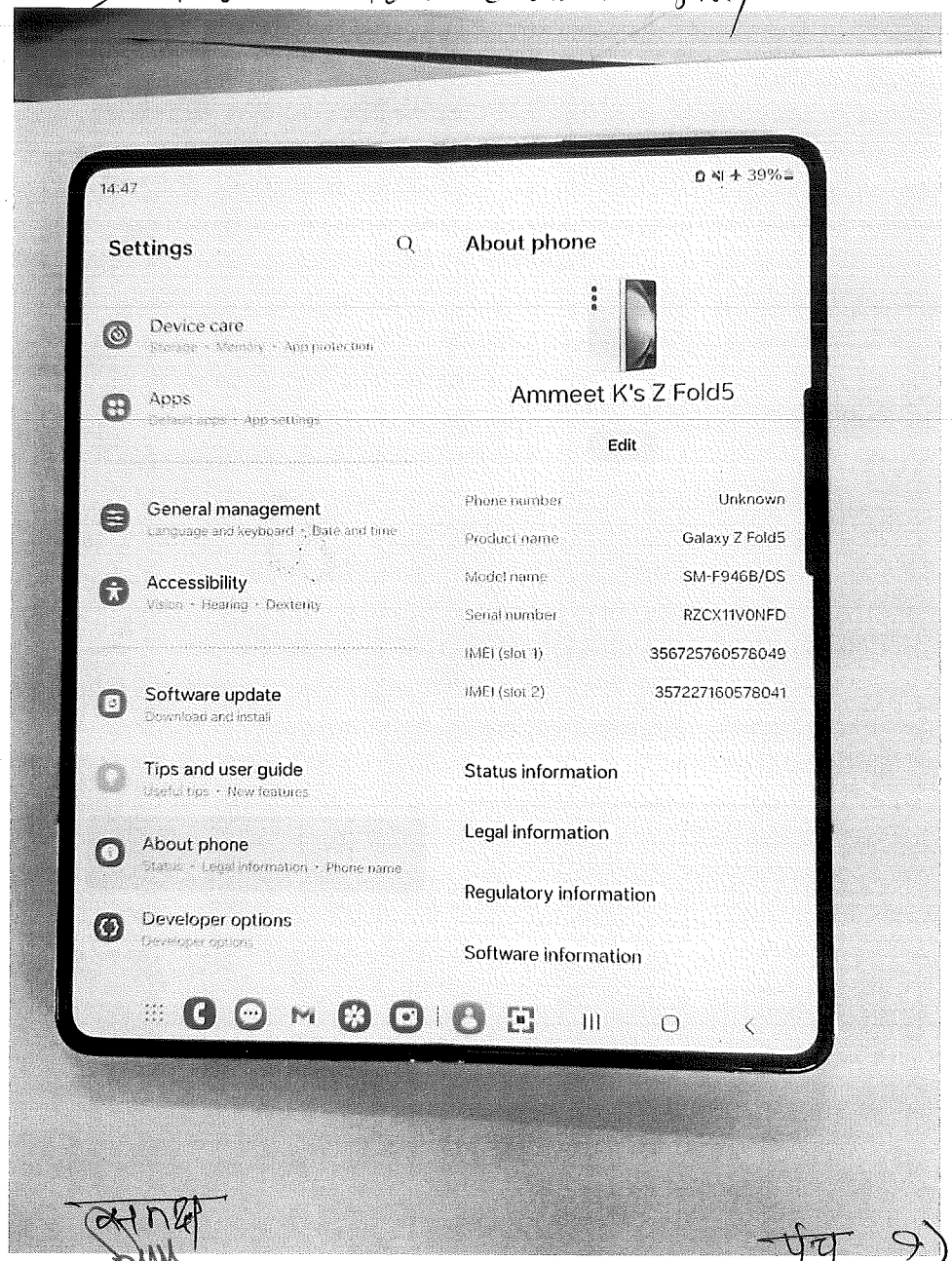
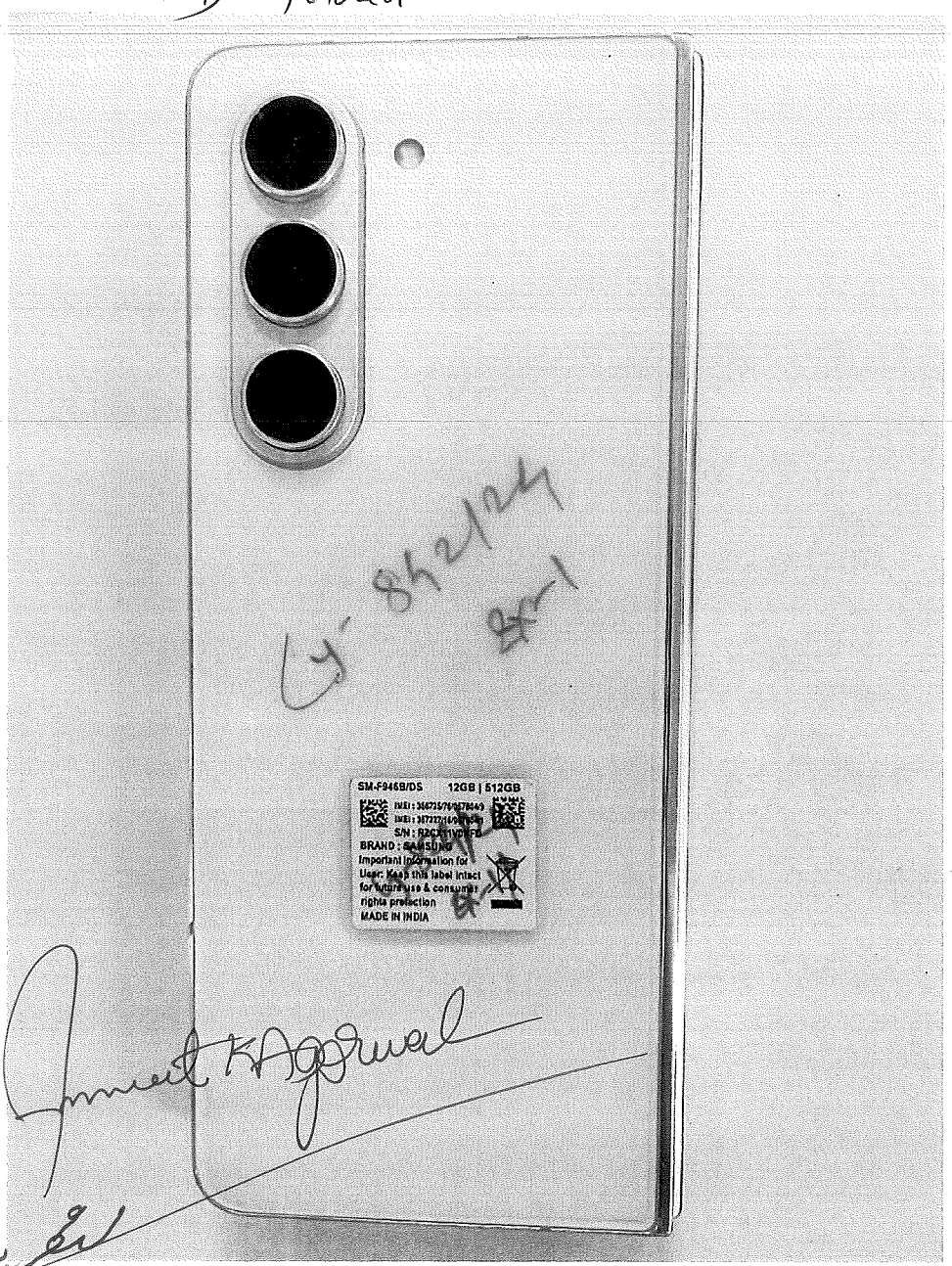
FOW Cr. No. 32/2024 IPC Sec. 409, 420, 465, 467, 468, 471, 34 यामधील
नक मोबाईलचे फोटोग्राफ

3) Phone information display



4) folded



Ammeet K Agarwal

सनक्ष
(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक
FOW [illegible]

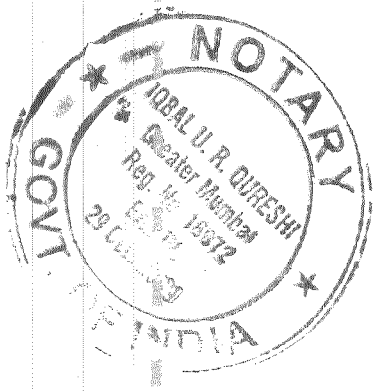
पंच 1) [illegible]

2) [illegible]

156

157

महाराष्ट्र MAHARASHTRA ◑ 2025 ◑ EF 076177



प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००९५
- 7 OCT 2025
सक्षम अधिकारी

श्री. विनायक जाधव

INDEMNITY BOND

(For release of mobile phone as per order dated 19th September 2025 passed by Hon'ble Additional Chief Metropolitan Magistrate 47th Court, Esplanade in Case No. 2846/MISC/2024)

I, **Ammeet Kamal Agarwal**, aged about 37 **years**, son/daughter of **Kamal N. Agarwal**, residing at **703, Sankalp Mistry Complex, J.B. Nagar, Near Supreme Chowk, Andheri (east), Mumbai 400059**, do hereby execute this Indemnity Bond in favour of **The State (through Economic Offences Wing,**

Ammeet K Agarwal

158

001700

14 OCT 2023

जोडपत्र-9 Annexure - 1

फक्त प्रतिज्ञापत्रासाठी Only for Afidavit

मुद्रांक विकत घेणाऱ्याचे नांव Ammeet K. Agarwal

मुद्रांक विकत घेणाऱ्याचे रहिवाशी पत्ता Andheri (E) 99

मुद्रांक विक्रियाकर्ताची नोंद वही अनु. क्रमांक _____ दिनांक 14 OCT 2023

मुद्रांक विकत घेणाऱ्याची सही परवानाधारक मुद्रांक विक्रित्याची सही

परवाना क्रमांक: ८०००९९

मुद्रांक विक्रीचे ठिकाण [illegible] (मुंबई), मुंबई-६९.

[illegible] करणेसाठी मुद्रांक

[illegible] (२००४) नुसार

[illegible] फारणासाठी मुद्रांक खरेदी

[illegible] आहे.

GOVT. OF [illegible]

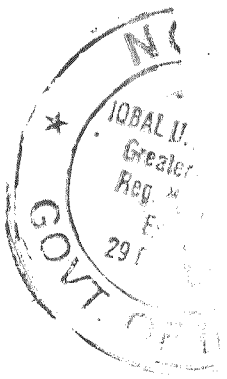
Mumbai on this ___ **October, 2025** at **Mumbai**, on the following terms and conditions:

WHEREAS:

1. The Hon'ble Court of the **Hon'ble Additional Chief Metropolitan Magistrate 47th Court, Esplanade**, in **Case No. 2846/MISC/2024 titled "Ammeet Agarwal Vs. State of Maharashtra (through EOW, Mumbai)** has been pleased to pass an order dated **19th September 2025** directing the release of my mobile phone i.e., Samsung Mobile Fold 5 named as SM – F946BZEGINS, Model No. SM- F946B/DS, Month and Year of Manufacture as January 2024, EID No. 89043051202200836223005481866213. Hereto annexed and marked as **Exhibit A** is the copy of the order dated 19th September 2025 passed in Case No. 2846/MISC/2024 titled "Ammeet Agarwal Vs. State of Maharashtra (through EOW, Mumbai) by the Hon'ble Additional Chief Metropolitan Magistrate 47th Court, Esplanade

2. The said mobile phone was taken by the Economic Offense Wing, Mumbai during the course of my arrest in connection with the above-mentioned case.

3. In compliance with the aforesaid order dated 19th September 2025, I am executing this indemnity bond undertaking to produce the said mobile phone as and when required by the Hon'ble Court or the Investigating


IQBAL U.
GOVT.

Officer and to indemnify the State against any loss or misuse of the said property.

NOW THIS BOND WITNESSETH AS FOLLOWS:

1. That I shall produce the aforesaid mobile phone before the Hon'ble Court or the Investigating Officer as and when directed.

2. That I shall keep the said mobile phone in good condition and shall not alter or tamper with any of its features, software, or IMEI details.

3. That in case I fail to produce the said mobile phone when required by the Court or the Investigating Agency, or fail to comply with any direction in respect of the same, I shall be liable to pay to the Government a sum of **Rs. 1,50,000/-** (Rupees One Lakh Fifty Thousand Only) and shall further indemnify the Government against all losses, damages, or claims arising therefrom.

Solemnly affirmed at Mumbai)

On this 16 Day of October 2025)

BEFORE ME

IQBAL U. R. QURESHI
NOTARY
Government of India
Greater Mumbai - Maharashtra
16 OCT 2025

NOTED & REGISTERED
Sr. No. 219 Page No. 86
Book No. 1 Date 16 OCT 2025

IN THE COURT OF ADDITIONAL CHIEF METROPOLITAN MAGISTRATE 47th COURT, ESPLANADE, MUMBAI.

CASE NO.2846/MISC./2024

(CNR NO.MHMM11-005909-2024)

Ammeet Aggarwal ...Applicant.

V/s.

State of Maharashtra ...Respondent.
(Through Economic Offences Wing, Mumbai)

ORDER BELOW EXH- 1

Applicant has filed present application for return of property i.e his Samsung mobile Fold 5. He submitted that the investigating officer has taken this mobile from him during his custody. The applicant was released on bail by order dated 11.06.2024. The investigation has already completed, but charge-sheet is yet not filed. The applicant is entitled to the custody of said mobile phone as he is the lawful owner. Hence the present application.

The investigating officer filed reply. He stated that, the accused has been released on bail by the order of the Court. He further stated that, the mobile phone may be returned to the accused on such terms and conditions as may be imposed by the the Court.

Ld. APP filed reply and submitted that, the application is not tenable and accused is involved in white-collar crime. Hence the application be rejected.

Heard, Ld. Advocate for the accused and Ld. APP.

The record goes to show that CR No. 32/2024 was registered with EOW. The remand papers show that this accused was arrested on 08.05.2024 and was remanded to police custody and finally to Magisterial custody. He has submitted that, while he was in police custody, the investigating officer had seized his mobile phone i.e. Samsung mobile Fold 5 with EID No. 89043051202200836223005481866213. Record further shows that he

was released on bail by order dated 11.06.2024 by my Ld. Predecessor. Now the remand papers nowhere show the seizure of such mobile phone by the investigating officer. However if the reply of the investigating officer is taken into consideration, it is clear that such mobile phone is in the custody of investigating officer. He has no any objection to return the same to this applicant.

The only objection is that of Ld. APP, who stated that if the application is allowed, the applicant will misuse the same. So far the original FIR came to be registered with Sahar Police Station bearing No. 464/2024 on 08.05.2024. It was eventually transferred to EOW for investigation. As discussed earlier, the applicant was arrested on 08.05.2024 and was finally released on bail by order dated 11.06.2024. Till today EOW has not filed any final report or charge-sheet in relation to this offence. So the requirement to keep this mobile phone in the custody of police is not so shown by the Ld. APP. Furthermore the investigating officer himself has no any objection to return the mobile phone. Hence the order follows.

ORDER

1. The custody of seized muddemal i.e. SAMSUNG mobile phone Fold 5 named as SM-F946BZEGINS, Model No.SM-F946B/DS, Month and Year of manufacture as January 2024, EID No.89043051202200836223005481866213, seized by investigating officer, in connection with C.R No.32/2024 with EOW and CR. No. 464/2024 with Sahar Police Station for the offence punishable under Sections 409, 420, 465, 467, 468, and 471 read with Section 34 of the Indian Penal Code, be given to the applicant on following conditions :-

i) The applicant shall execute indemnity bond of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only).

ii) That he shall produce the mobile phone as and when required by the police or the Court.

iii) That he shall not change, sale or transfer in any manner the mobile phone or alienate the same in any way without the permission of this Court.

iv) That the I.O. shall take the photographs of Mobile Handset showing its clear IMEI number and prepare the panchanama at the time of releasing its custody to the applicant.

v) That the said photographs shall be countersigned by the applicant and shall be produced along with charge-sheet or final report.

vi) The investigating officer shall create a replica of the data of this mobile phone and shall preserve it for the purpose of investigation.

vii) Inform the I.O. accordingly.

ABHIJIT RAJSHEKHAR SOLAPURE

Digitally signed by ABHIJIT RAJSHEKHAR SOLAPURE
Date: 2025.09.24 15:08:02 +0530

(A. R. Solapure)
Additional Chief Judicial Magistrate,
47th Court, Esplanade, Mumbai.

Date: 19.09.2025

वरीष्ठ पोलीस निरीक्षक कक्ष -५ (ज.चि.३) यांचे कार्यालय,
आर्थिक गुन्हे विभाग, जुनी इमारत,
मा. पोलीस आयुक्त यांचे कार्यालय,मुंबई ४०० ००१,
दिनांक ०८/१२/२०२५

मोबाईल/मुद्देमाल परत केल्याचा मेमो

गुन्हा नोंद क्र.	:-	३२/२०२४ भा.दं.वि. कलम ४०९,४२०,४६५,४६७,४६८,४७१,३४ (सहार पोलीस ठाणे गु.र.नं.४६४/२०२४)
ठिकाण	:-	वरिष्ठ पोलीस निरीक्षक, कक्ष -५ (ज.चि.३) यांचे कार्यालय, आर्थिक गुन्हे विभाग, जुनी इमारत, मा. पोलीस आयुक्त यांचे कार्यालय,मुंबई
दिनांक	:-	दिनांक - ०९/१२/२०२५
मोबाईल/मुद्देमाल ताब्यात घेणारे व्यक्ति	:-	अमीत कमल अग्रवाल, वय ३७ वर्ष, रा.ठि-प्लॅट नं.७०३,संकल्प को.ऑ.सोसा.,जे.बी.नगर, अंधेरी पुर्व,मुंबई.
मोबाईल/मुद्देमाल ताब्यात देणारे अधिकारी	:-	श्री. गजेंद्र रमेश क्षीरसागर, पोलीस निरीक्षक, आर्थिक गुन्हे विभाग, मुंबई.

आर्थिक गुन्हे विभाग, मुंबई ३२/२०२४ भा.दं.वि. कलम ४०९,४२०,४६५,४६७,४६८, ४७१, ३४ (सहार पोलीस ठाणे गु.र.नं.४६४/२०२४) या गुन्हयातील आरोपी श्री अमित कमल अग्रवाल यांना दि.०८/०५/२०२४ रोजी तपासकामी अटक करण्यात आली होती. गुन्हयाचे तपासा दरम्यान आरोपी अमित कमल अग्रवाल यांचेकडून दि.०८/०५/२०२४ रोजी त्यांचा मोबाईल जप्त करून तांत्रीक तपासणी करीता न्यायसहायक वैज्ञानिक प्रयोगशाळा, कलीना मुंबई येथे दाखल करण्यात आला होता. सदर प्रकरणातील मोबाईलची तांत्रीक तपासणी होवुन तपासणी अहवाल व मुद्देमाल दि.०५/१२/२०२५ रोजी प्राप्त झाला आहे.

यातील आरोपी अमित अगरवाल यांनी मा.न्यायालयात त्यांचा जप्त मोबाईल परत मिळणेकरिता अर्ज केला असता मा.अति.मुख्य न्यायदंडाधिकारी, ४७ वे न्यायालय, एस्प्लनेड मुंबई न्यायालयाने आरोपी अमित अगरवाल यांचा अर्ज मंजूर करून मोबाईल परत करण्याबाबत दि.१९/०९/२०२५ रोजी आदेश दिले आहेत. प्राप्त मुद्देमालाचे नोंदीबाबत मुद्देमाल रजिष्टरला नोंद घेवुन तो मा.न्यायालयाचे आदेशाप्रमाणे आरोपी अमित अगरवाल यांना परत ताब्यात देण्यात येत आहे. मोबाईल, सिमकार्ड इत्यादी मुद्देमालाचा तपशील खालीलप्रमाणे आहे.

अ.क्र.	मुद्देमालाचे वर्णन	इतर तपशील
१	आरोपी अमित अगरवाल यांचा जप्त करण्यात आलेला मोबाईल व सिमकार्ड असलेले पाकीट	Samsung Fold 5 Model, Color - Off-white and silver IMEI No. 356725760578049, 357227160578041
२	आरोपी अमित अगरवाल यांचा जप्त करण्यात आलेला मोबाईलमधील सिमकार्ड असलेले पाकीट	Jio Sim card Mobile Number 9870811224 Sim Card No. 8991 8740 5000 2741 8939

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वरीलप्रमाणे नमुद वर्णनाचा मोबाईल व सिमकार्ड इत्यादी मुद्देमाल मा.अति.मुख्य न्यायदंडाधिकारी, ४७ वे.न्यायालय, एस्प्लनेड मुंबई यांचे दि.१९/०९/२०२५ रोजीचे आदेशाप्रमाणे खालील अटि व शर्थिचे अधिन राहुन आरोपी अमित कमल अगरवाल यांचे ताब्यात देण्यात येत आहे.

१) आरोपी अमित कमल अगरवाल यांचेकडुन रक्कम रू १,५०,००० (अक्षरी एक लाख पन्नास हजार रू) किंमतीचा Indemnity Bond घेण्यात आला आहे.

२) आरोपी अमित कमल अगरवाल हे वरीलप्रमाणे नमुद वर्णनाचा मोबाईल व सिमकार्ड इत्यादी मुद्देमाल पोलीस अथवा मा.न्यायालय यांनी हजर करण्याचे निर्देश दिल्यास हजर करतील.

३) आरोपी अमित कमल अगरवाल हे वरीलप्रमाणे नमुद वर्णनाचा मोबाईल व सिमकार्ड इत्यादी मुद्देमाल मा.न्यायालयाचे परवानगी शिवाय बदल करणे, विक्री करणे, हस्तांतर करणे इत्यादी कृत्ये करणार नाहीत.

४) वरीलप्रमाणे नमुद वर्णनाचा मोबाईल व सिमकार्ड इत्यादी मुद्देमालाचे रंगित फोटोग्राफ काढण्यात आले असुन सदर फोटाग्राफमध्ये मोबाईलचा आयएमईआय क्रमांक स्पष्टपणे दिसुन येत आहे. याबाबत पंचनामा करण्यात आला असुन पंचनामा व मोबाईल यावर अमित अगरवाल यांची स्वाक्षरी घेण्यात आली आहे.

मोबाईल/मुद्देमाल स्विकारणारे

(अमित कलम अगरवाल)

मोबाईल/मुद्देमाल ताब्यात देणारे अधिकारी

(गजेंद्र रमेश क्षीरसागर),
पोलीस निरीक्षक,
कक्ष -५ ज.चि ३, आगुवि मुंबई.

आर्थिक गुन्हे विभाग, मुंबई

ठाणे दैनंदिनी नक्कल प्रत

दि.०८/१२/२०२५

अ.क्र. वेळ	तपशील
	पोलीस निरीक्षक गजेंद्र क्षीरसागर निवेदण करतात की, आ.गु.वि. गु.र.क्र. ३२/२०२४ भा. दं.वि. कलम ४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४ (सहार पोलीस ठाणे गु.र.नं. ४६४/२०२४) गुन्ह्यातील आरोपी अमित कमल अग्रवाल यांचेकडून दि.०८/०५/२०२४ रोजी त्यांचा मोबाईल जप्त करण्यात आला होता. आरोपी अमित अगरवाल यांनी मा. न्यायालयात त्यांचा जप्त मोबाईल परत मिळणेकरिता अर्ज केला असता मा.अति.मुख्य न्यायदंडाधिकारी, ४७ वे न्यायालय, एस्प्लनेड मुंबई न्यायालयाने आरोपी अमित अगरवाल यांचा अर्ज मंजूर करून मोबाईल परत करण्याबाबत दि.१९/०९/२०२५ रोजी आदेश दिले असल्याने प्राप्त मुद्देमाल रजि.न.२२०/२५ नुसार मा.न्यायालयाचे आदेशाप्रमाणे आरोपी अमित अगरवाल यांना आजरोजी पंचनामा करून मा.न्यायालयाचे अटि व शर्थीचे अधिन राहुन परत देण्यात आला आहे.

(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक,
आ.गु.वि. कक्ष ५, (ज.चि.३), मुंबई

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सद्रक्षणाय खलनिग्रहणाय

Tel.No. : 022-22620111 Ext 675
Email ID :
srpigc3.eowmum@mahapolice.gov.in

Govt. of Maharashtra
Police Department

Office of the Sr. Inspector of Police ,
Unit-5 (General Cheating-III),
Economic Offences Wing,
Police Commissioner Compound
Dr. D.N. Road, Mumbai-400 001.

O.W. No. 2268 /Cr.32-24/Unit-5(G.C.III)/EOW/Mumbai/2025 Date :13/10/2025

Notice
(U/S. 160 of Cr.P.C.)

To,

Mr. Rawindra Pandey
M/s Flyd Aerospares Private Limited,
Address - H.No.8/9, G/F, Mehram Nagar, New Delhi- 110037
Email ID: SALES@flydaerospares.com 9990946374

Sub :- To Remain present at Economic Offences Wing, Mumbai for Investigation.

Ref :- EOW Cr. No. 32/24, U/S. 409, 420, 465, 467, 468, 471, 34 of IPC (Sahar Police Station Cr. No.464/2024)

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Whereas, case vide Cr. No. 32/24, U/S. 409, 420, 465, 467, 468, 471, 34 of IPC has been registered at this office on the reasonable complaint of Mr. Vikas Shukla on behalf of Michiel Kneefel, President and C.E.O. of Trek Air BV, Netherland against Amit Agarwal, Kamal Agarwal and Aakash Agarwal of Supreme Transport Organization Pvt. Ltd, and others for cheating and Criminal Breach of Trust etc.

And whereas, during investigation it is revealed that Damaged Aircraft Cessna Grand Caravan was being sold by Supreme Transport Organization Pvt. Ltd, to Intercontinental Commercial Aircraft inc, through the agent Trek Air BV Netherland. Powell Aircraft Title Service was appointed as Escrow Agent. M/s Intercontinental Commercial Aircraft, INC, deputed your company for export of said cargo and you had filed the Shipping Bill dated 13.02.2023, arranged transportation and tried to export the aircraft out of India. Hence it is necessary to record your statement to ascertain your side in this matter and for clarifications on your part, if any.

Therefore you are informed to attend this Office on **16th October 2025** at 11:00 hrs. You are also informed to bring below mentioned documents as well as all other relevant documents in support of your say.

1) Bank statements of M/s. Flyd Aero spares Pvt Ltd.
2) Copy of Aircraft Purchase Agreement between M/s Supreme Transport Organization Pvt Ltd. and M/s TREK AIR BV, The Netherlands.
3) Copy of Invoice issued by the M/s TREK AIR BV, The Netherlands to M/s. Flyd Acrospires Pvt. Ltd.
4) Copy of Aircraft Purchase Agreement between M/s TREK AIR BV and M/s Intercontinental Commercial Aircraft Inc,.
5) Copy of Invoice issued by the M/s. Flyd Aerospares Pvt Ltd., Netherlands to M/s Intercontinental Commercial Aircraft Inc,
6) Copy of Certificate of De-registration dated 13.05.2022 issued by the Directorate of General of Civil Aviation issued in the name of Last registered Owner M/s Supreme Transport Organization Pvt Ltd.
7) Copy of shipping bill, dated. 13.02.2023 filed by M/s. Flyd Aero spares Pvt. Ltd.
8) Copy of Agreement between Flyd Aerospares Pvt. Ltd. and Intercontinental commercial aircraft inc. Or Supreme Transport Organization Pvt. Ltd. for export of said Aircraft.
9) Copy of Agreement between Flyd Aerospares Pvt. Ltd. and M/s. ASR Logisitics (India) Pvt. Ltd., for transportation of said Aircraft.
10) Copy of Airport entry passes of Mr. Ravindra pandey and two foreigners that was issued by BCAS for load the aircraft,
11) Copy of container booking copy and gate pass.

In case of any clarification, please contact to investigating officer, Police Inspector, Gajendra Kshirsagar on his Mo. no. 9545522353.

(Ganesh Pawar)
Senior Police Inspector
EOW, Unit- 5, (G.C.-III), Mumbai

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Documents submitted by. W. Ravindra Pandle

INVOICE

Exporter	Invoice No.	Date	Exp's Ref.
FLYD AEROSPARES PVT. LTD. G/F, H NO. 8/9, MEHRAM NAGAR New Delhi, New Delhi, Delhi,110037 GST NO. 07AADCF5187F1ZK	FAPL/EXP/22-23/001	02.02.2023	
	Buyer's order Ref. No. A1		
	Other Reference : I.E.CODE : AADCF5187F	PAGE NO. 1 OF 1	

Consignee / Bill To.:-	Notify / Ship To :-
Intercontinental Commercial Aircraft, Inc. 3907 N. Federal Hwy #150 Pompano Beach - FL 33064 , ZIP: 33064 Phone No.: 561-690-2437 TAX ID : 47-4365380 , Email : icaircraftinc@gmail.com	Intercontinental Commercial Aircraft, Inc. Calhoun Country Airport, F95 16701 NW Agripark Rd Altha, FL.32421 (USA) Phone No.: +1-3055827928 Email Id : icaircraftinc@gmail.com
Notify other then consignee.:- Trek Air BV Beech Avenue 54, 1119 PW Schiphol Rijk, The Netherlands Concern Person Name: Mr. Michiel Kneefel, Email: trekair@gmail.com , Ph: +31654281518	Country of Origin of Goods INDIA Country of Final destination Florida , USA

Pre carriage by	Place of Reciept by Pre carrier	Terms of Delievery & Payment :	
BY RAIL	ICD JAIPUR , Rajasthan , INDIA	CIF	
Vessel Flight No.	Port of loading Mundra , India	Nature of Goods : Aircraft and its parts	
Port of Discharge Port Everglades, FL	Final destination Altha - Florida	Quantity of Goods XXXX Pcs.	

S. NO.	ITEM	QTY	HSN CODE	PRICE in $	AMT in $
1	VT-UDN Cessna Grand Caravan C208B 2013 (OLD & USED AIRCRAFTS PARTS) HS CODE: 88023000	30 pcs	88023000	$ 555000.00	$ 555000.00

Total Gross Weight : 2240.00 Kgs
Total Net Weight : 2100.00 Kgs

	Total	$ 555000.00

Declaration :	For FLYD AEROSPARES PVT. LTD.
We declare that this invoice shows the actual price of the goods described and all the particulars are true & correct.	Authorized Signatory

सत्यमेव जयते

GOVERNMENT OF INDIA
DIRECTORATE GENERAL OF CIVIL AVIATION

CERTIFICATE OF DE-REGISTRATION

Nationality and Registration Mark:	Manufacturer and Manufacturers Designation of Aircraft:	Aircraft Serial No.:
VT-UDN	TEXTRON AVIATION INC. CESSNA 208B	208B2420
Last registered Owner:		
SUPREME TRANSPORT ORGANISATION PVT LTD, 5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V.ROAD, ANDHERI(EAST), , MUMBAI, MAHARASHTRA, INDIA, 400059		
It is hereby certified that the aircraft has been deleted from the register effective as of the date : **13-05-2022**		
Date of Issue:	**Authorised Signatory**	
13-05-2022	M DEVULA DEPUTY DIRECTOR (AIRWORTHINESS)	

This issued with the approval of competent authority.

(71)

[Shipping Bill Check List]

S.B No. & Date :7758345 13/02/2023 Printed On:13/02/2023
Icegate Job No :212 File Reference No:FAPL/22-23/001 Date:13/02/2023
CHA :AAECA9987BCH004 Name :ASR LOGISTICS (INDIA) PVT LTD
Port of Loading:Customs, Mundra-INMUN1 State of Origin,Code :DELHI,07
Printed On :13/02/2023 Entered On :13/02/2023

EXPORTER DETAILS :
AADCF5187F
FLYD AEROSPARES PRIVATE LIMITED
Branch Sr. No. :0
FLYD AEROSPARES PRIVATE LIMITED
H.NO.8/9,MEHRAM NAGAR
MEHRAM NAGAR
NEW DELHI, DELHI-
GSN - GSTIN-NORMAL 07AADCF5187F1ZK
Type of Exporter :[R] - Merchant
Port of Discharge :JACKSONVILLE
Country of Dischrge:UNITED STATES
Port of Final Dest.:FLORIDA
Country Final Dest. :UNITED STATES
Gross Weight :2240 KGS
Nature Of Cargo. :C CONTAINERIZED
Marks and Nos. :NOTIFY PARTY:-TREK AIR BV,BEECH AVENUE 54,1119 PW SCHIPHOL R LJK,THE NETHERLANDS//We declare that this invoice shows the actual price of theg oods described and all the particulars are true & correct.

CONSIGNEE DETAILS:
INTERCONTINENTAL COMMERCIAL
AIRCRAFT, INC.,3907 N. FEDERAL
HWY #150,POMPANO BEACH-FL 33064,
ZIP:33064

UNITED STATES

Total Packages :30
Loose Packets :
Net Weight :2100 KGS
Number of Ctrs :1
Seal Type :Warehouse

Forex Bank A/c No :
FOB Value(INR) :44211478.2
Adcode :0180640

RBI Waiver No/Date:
DRAWBACK(INR) :0
Bank A/c Number :

INVOICE DETAILS Number of Invoices : 1

Invoice S.NO. :1
Invoice Number :FAPL/22-23/001
Nature Of Contract :CIF
Nature Of Payment :DA
Period Of Agreement:0
Currency Code :USD
Exchange Rate :81.05
Invoice Value(FC) :555000
Invoice Value(INR) :44982750
Whether Unit Price Includes : B

Contract Number:
Date :02/02/2023
Buyer Details :
INTERCONTINENTAL COMMERCIAL AIRCRAF
INC.,CALHOUN COUNTRY AIRPORT,F95
16701 NW AGRIPARK RD
ALTHA, FL.32421 (USA)

DBK Value(INR) : 0

	Rate	Currency	Amount
Insurance	0	USD	516
Freight	0	USD	9000
Commission	0	USD	0
Discount	0	USD	0
Other Ded.	0	USD	0
Packing Charges	0	USD	0

ITEMS OF EXPORT

No	RITC CD	Description	Quantity	Units	Item RatePer	Unit PMV	Value(FC) TOT PMV	FOB(INR)	End Use SchCd	Reward Yes/No	Scheme Description
1	88023000	VT-UDN CESSNA GRAND CARAVAN C208B 2013-(OLD & USED AIRCRAFTS PARTS)	30	PCS	18500 Per 1	PCS	555000.00	44211478.2	GNX100 00	No	FREE SHIPPING BILL

1621087.5348632625.9 IGST Rate :%

NA Not Applicable IGST Value: IGST Amount:

TOTAL IGST VALUE: 0 TOTAL IGST AMOUNT: 0

TOTAL FOB: 44211478.2 TOTAL PMV: 48632625.9

RODTEP PAYABLE

Inv Sno	Item SNO	Tariff Item	RODTEP Rate RODTEP Cap	RODTEP Qty	Unit	RODTEP Amt(INR)

CONTAINER DETAILS

CONTAINER NUMBER	SIZE	TYPE	SEAL NUMBER	SEAL DATE	INDICATOTR	SEAL DEVICE ID	MOV.DOC.TYP	MOV.DOCUMENT NUMBER
HLBU1440101	40	HC	.	02/02/2023		BTSL		

VESSEL DETAILS

FACTORY STUFFED	SAMPLE ACC.	VESSEL DETAILS
N	N	

PACKING DETAILS

PACKAGE FROM	PACKAGE TO	PACKAGE KIND
1	30	PCS

SINGLE WINDOW - INFO DETAILS

InvNo.ItemSNo	Info Type	Info Qualifier	MSR Qty	MSR UNIT	Info Code / Info text
1 1	Item Characteristics	SQC	30	NOS	
1 1	Origin Criteria	STO			DELHI
1 1	Origin Criteria	DOO			NEW DELHI
1 1	Origin Criteria	EPT			PREFERENTIAL TRADE BENEFIT NOT CLAIMED AT IMPORTING COUNTRY

1	1	DTY	GCESS	0	INR
1	1	DTY	RDT		

RODTEPN

Not Claimed

SINGLE WINDOW - SUPPORTING DOCUMENTS DETAILS

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1 1 2023021300121130 Commercial invoice which includes a packing list

331000 FAPL/22-23/001

FLYD AEROSPARES PRIVATE LIMITED

INTERCONTINENTAL COMMERCIAL

I/We declare that the particulars given herein are true and are correct, I/We undertake to abide by provisions of Foreign Exchange Management Act, 1999, as amended from time to time, including realisation / repatriation of foreign exchange to / from India.

Exporter/CHA with date

For ASR LOGISTICS (INDIA) PVT LTD

भा. वि. सु. ब्यूरो B. C. A. S.

A E P No. : 202302030002
Valid From : 03-02-2023 TO 05-02-2023
Airport/s : JAIPUR
Terminal/s : OPS,

Name : LUIZ HENRIQUE NEVES DA SILVA

Orgn : TREK AIR CARE OF SUPREME
Desig : AVN
OWNY

Holder's Signature

Signature of Issuing Authority

भा. वि. सु. ब्यूरो B. C. A. S.

A E P No. : 202302030001
Valid From : 03-02-2023 TO 05-02-2023
Airport/s : JAIPUR
Terminal/s : OPS,

Name : CARLOS CESAR

Orgn : TREK AIR CARE OF SUPREME
Desig : AVN
EMPLOYEE

Holder's Signature

Signature of Issuing Authority

भा. वि. सु. ब्यूरो B. C. A. S.

A E P No. : 202302030003
Valid From : 03-02-2023 TO 05-02-2023
Airport/s : JAIPUR
Terminal/s : OPS,

Name : RAWINDRA PANDEY

Orgn : TREK AIR CARE OF SUPREME
Desig : AVN
MANAGER

Holder's Signature

Signature of Issuing Authority

HAPAG-LLOYD INDIA PVT. LTD.
501,5TH FLOOR SATELLITE GAZEBO,, B-WING,GURU HARGOVINDJI MARG, ANDHERI(EAST),
MUMBAI 400093, INDIA (AS AGENT)

Hapag-Lloyd

Our Reference: 20063225

Received from:

EMIRATES OCEAN EXPRESS SHIP PVT LTD
CORPORATE PARK, UNIT # 13/11,
2ND FLR., BLK 12& 13,SIONTROMBAY RD
CHEMBUR 400071
DELHI 110096, INDIA

Name JANGAM, MANALI
Tel. +91 8595057905
E-Mail export@emiratesshippings.com

HL Booking Contact:

Name HAPAG-LLOYD INDIA PVT. LTD.
Tel. +91 22 6781-2700
Fax
E-Mail India@service.hlag.com

Booking Confirmation - ORIGINAL

Date of Issue: 05-Feb-2023 01:34:59

Booking No.: 2101547925 Booking date: 01-Feb-2023
Local Booking Ref.: Service Type:
Booking Status: HRCUBC1236227317 Contract No.: 40/HEA/0
Load: Haz: DG Temp Cont Oog Other
Full Container Haulage (CY) Import FCL / Merchant Haulage

Export empty pick up depot(s)

TRANSWORLD TERMINALS
TRANSWORLD TERMINALS PRIVATE LTD.
OFFICE NO.1, 1ST FLOOR, PLOT NO.5,
SECTOR-9, GANDHIDHAM, KACHCHH,
KUTCH, GUJARAT
KUTCH 370201, INDIA

Export terminal delivery address
ADANI PORTS AND SPECIAL ECONOMIC ZO
APSEZ-CT2
POST BAG NO. 1, MUNDRA
KUTCH
MUNDRA 370421, INDIA
The above mentioned terminal requires the VGM prior to gate in regardless of our VGM cut-off!

MUNDRA MUNDRA PORT & S.E.Z. (INMUN)	JEDDAH DPW MIDDLE EAST LTD (SAJED)	Vessel CMA CGM TITUS DP Voyage: 297350 Voy. No: 0MXEFW1MA IMO No: 9450636 Call Sign: FLVP Flag: FRANCE	18-Feb-2023 04:00	23-Feb-2023 18:00
JEDDAH DPW MIDDLE EAST LTD (SAJED)	COLOMBO SOUTH ASIA GATEWAY (LKCMB)	Vessel YM FOUNTAIN DP Voyage: 298618 Voy. No: 166E IMO No: 9278090 Call Sign: A8EI5 Flag: LIBERIA	27-Feb-2023 15:00	06-Mar-2023 15:00
COLOMBO SOUTH ASIA GATEWAY (LKCMB)	JACKSONVILLE, FL CERES TERMINALS JACK (USJAX)	Vessel ONE HELSINKI DP Voyage: 607214 Voy. No: 051E	14-Mar-2023 17:00	11-Apr-2023 08:00

BOBC0201-059TB

Hapag-Lloyd Aktiengesellschaft
Chairman of the Supervisory Board: Michael Behrendt
Executive Board: Rolf Habben Jansen (CEO), Donya-Florence Amer, Mark Frese, Dr. Maximilian Rothkopf
Registered Office: Hamburg, Company Register: Amtsgericht Hamburg HRB 97937

Submit your VGM

HAPAG-LLOYD INDIA PVT. LTD.
501,5TH FLOOR SATELLITE GAZEBO,, B-WING,GURU HARGOVINDJI MARG, ANDHERI(EAST),
MUMBAI 400093, INDIA (AS AGENT)

Hapag-Lloyd

Our Reference: 20063225

			Ext. Voy: EC5 IMO No: 9588081 Call Sign: 3FIW4 Flag: PANAMA	

Import terminal pick up address

CERES TERMINALS HOLDINGS, LLC.
CERES TERMINALS JACKSONVILLE, LLC.
9834 NEW BERLIN RD
JACKSONVILLE, FL 32226
USA

Shipping instruction closing	MUNDRA (INMUN)	15-Feb-2023 09:00	Provide your final BL/SWB instructions
VGM cut-off	MUNDRA (INMUN)	15-Feb-2023 18:00	Provide verified container gross weight (VGM)
Earliest container delivery date	MUNDRA (INMUN)	11-Feb-2023 23:59	First possible delivery of containers at the export terminal
FCL delivery cut-off	MUNDRA (INMUN)	16-Feb-2023 14:00	Last possible delivery of regular containers at the export terminal
Estimated time of arrival	COLOMBO (LKCMB)	13-Mar-2023 16:00	Complete your security filing at least 24h prior to this date

1	45GP	N	04-Feb-2023	TRANSWORLD TERMINALS
	40' X 8' X 9'6" HIGH CUBE CONT.			
	Description: AIRCRAFT AND ITS PARTS Gross Weight: 5000.0 KGM			

According to shipment routing, the following customs requirements are relevant:

Direct: USA (AMS/ISF)

FROB: Canada (ACI)

Hapag-Lloyd AG SCAC code: HLCU

This booking confirmation is subject to receiving of all relevant bill of lading / sea waybill data from the shipper in due time respectively according to local documentation closing dates/times.

*** COVID-19 REMARK ***
In order to avoid release issues due to the COVID-19 pandemic we strongly recommend to (A) switch your shipments to a sea waybill wherever legally and commercially acceptable or (B) your documents distributed at destination. In case of issuance of an original bill of lading, Shipper/Booking Party are herewith requested to make a color scan copy of all OBL pages - once duly endorsed - and store them for the duration of the crisis before sending the OBL to bank/consignee /notify.

*** FIO Charges remark ***
We would once again inform you weight deviation charge is applicable to export shipments, pls refer below link for more details

https://www.hapag-lloyd.com/en/services-information/news/2021/08/here-s-an-update-for-weight-deviation-fee--fio--for-india-export.html

BOBC0201-059TB

Hapag-Lloyd Aktiengesellschaft
Chairman of the Supervisory Board: Michael Behrendt
Executive Board: Rolf Habben Jansen (CEO), Donya-Florence Amer, Mark Frese, Dr. Maximilian Rothkopf
Registered Office: Hamburg, Company Register: Amtsgericht Hamburg HRB 97937

Submit your VGM

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HAPAG-LLOYD INDIA PVT. LTD.
501,5TH FLOOR SATELLITE GAZEBO,, B-WING,GURU HARGOVINDJI MARG, ANDHERI(EAST),
MUMBAI 400093, INDIA (AS AGENT)

Hapag-Lloyd

Our Reference: 20063225

PLEASE ENSURE TO REFER OUR WEBSITE FOR DETAILED BOOKING CONFIRMATION
REMARKS/INSTRUCTIONS WWW.HLAG.COM (HTTP://WWW.HLAG.COM) LOCAL INFO
INDIA SUBCONTINENT INDIA LOCAL DOCUMENTS BOOKING CONFIRMATION RE
MARKS.
ENSURE TO CHECK THE CNTR/S AVAILABILITY BEFORE SENDING TRAILER.
FOR ICD ORIGINATING BOOKINGS, IN CASE CONTAINERS HANDED OVER AT
RESPECTIVE ICDS PRIOR 10 DAYS OF INTENDED/BOOKED VESSEL ARRIVAL, ALL
COST OF STORAGE AT ICD/GATEWAY PORTS WOULD BE TO THE ACCOUNT OF
CUSTOMER.

SVC S22NEA671 MR CODE PEGASU 51 HBL INVOLVED ONLINE E-BL AT MUMBAI MBL
SHOULD BE START NO HLCUBOM MOT DOOR OR WE NEED ALL WATER SERVICE ONLY
SHIPPER PDA FACTORY STUFFING EMPTY PICK UP ICD RAJISCO HANDOVER POINT
MUNDRA LOADING PORT MUNDRA

All dates/times are best reasonable estimates and may change. The booking confirmation is subject to sealing of container with high security seals by shipper. Container stowage on vessel is in Carrier's discretion. Carrier operates under its Bill of Lading/Sea Waybill terms and conditions to be provided upon request or displayed in any of Carrier's/its agent's offices or under www.hapag-lloyd.com, containing liability limitations deviating from German law. As to VGM, CL 12.2 applies and shipper agrees that submission of VGM by third parties on his behalf shall be deemed authorized if such message shows: Match of container and shipment number, name of responsible party (shipper) and person authorized by shipper. Carrier may ask for further information due to country requirements and relies in the correctness of the transmitted data. Carrier will not verify authorization or VGM. Shipper shall monitor its VGM on www.hapag-lloyd.com/en/my_shipments.html and shall notify Carrier promptly if VGM is not correct.

BOBC0201-059TB

Hapag-Lloyd Aktiengesellschaft
Chairman of the Supervisory Board: Michael Behrendt
Executive Board: Rolf Habben Jansen (CEO), Donya-Florence Amer, Mark Frese, Dr. Maximilian Rothkopf
Registered Office: Hamburg, Company Register: Amtsgericht Hamburg HRB 97937

Submit your VGM

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SUPREME TRANSPORT ORGANISATION PVT LTD

58 62 Mittal Ind Estate Mv Road Andheri East Mumbai 400059 INDIA +91 9870811234
8501 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in kamal@stopl.in

******

February 07th 2023

To,

Jaipur International Airport Limited
Sanganer, Jaipur
Rajasthan

Re: Authorization for EXIT of Damaged Aircraft VT-UDN in container

Dear Sir,

1. We hereby authorize the EXIT from your airport, of one Cessna Grand Caravan C208B VT-UDN which was damaged, in the container loaded on a trailer bearing number RJ-14-GH-7100.

2. Along with the container, the following personnel are authorized to exit with the trailer, container and loaded damaged aircraft:

A. Mr. Luiz Henrique Neves da Silva
B. Mr. Carlos Cesar Maciel da Costa Machado
C. Mr. Rawindra Pandey
D. Driver Buddh Ram Raigar with Crane #RJ-14-EA -4457
E. Driver Ramswaroop Gurjar with Trailer #RJ-14-GH-7100

Thank you. Sincerely,

For Supreme Transport Organisation Pvt Ltd

Authorized Signatory

Captain Ammeet K Agarwal
President & CEO

For SUPREME TRANSPORT ORGANISATION PVT LTD

Kamal Agarwal
Chairman & Managing Director

Authorised Signatory

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SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

No# 429, 4c Main, 5th Cross, HRBR Layout, II Block, Kalyan Nagar, Bangalore- 560043
Tel +91 93414 54341 Email bengaluru@stopl.in Website www.stopl.in

INVOICE

No STOPL/AIRLINE/01/2022 Date: 10th December 2022

Buyer Name:-
Mr. Michiel Kneefel, President & CEO Trek Air BV, Beech Avenue 54, 1119 PW Schiphol Rijk, The Netherlands trekair@gmail.com +31654281518 Escrow Agent: POWELL AIRCRAFT TITLE SERVICE S. Penn Ste A, Oklahoma City OK 73159 Tel: +1 405 685 4858 Contact Person: Ms. Chandra Crawford

Delivery Location:-
Supreme Transport Organisation Pvt Ltd Jaipur International Airport Sanganer, Jaipur Registered Add: Supreme Transport Organisation Pvt Ltd 5B 34 Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai 400059 Contact Person: Capt Ammeet K Agarwal Contact No.: +91 9870811224 Tel No.: 02242383930 GSTIN NO.: 27AAMCS0611A2ZU ammeet@supremeaviation.com

Sr.	Particular	Qty	Amount
1.	SALE of VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 AS IS WHERE IS as per AGREEMENT dated 20th July 2022	1	US $550,000
A	ADVANCE to be remitted on or before 15th December 2022 to the following account: Account Name - Supreme Transport Organisation Private Limited Bank Name - Bank of India Ac no: - 004420110000823 IFSC: - BKID0000044 Branch: - Turbhe Branch, Navi Mumbai		US $60,000
B	BALANCE OUTSTANDING TO BE REMITTED AT THE TIME OF DELIVERY OF AIRCRAFT AT JAIPUR		US $490,000

Supreme Transport Organisation Pvt Ltd MUMBAI

For Supreme Transport Organisation Pvt Ltd

Ammeet K Agarwal

Authorized Signatory

Jaipur Airport NOC

180

ISO 9001: 2015
ISO 14001: 2015
ISO 45001: 2018

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

संख्या : जेपी/भा.वि.प्रा/सीआईसी/सुप्रिम एयरलाईन्स /2023/ दिनांक: 13/01/2023

सेवा में,

मैसर्स सूप्रीम ट्रॉसपोर्ट आर्गेनाईजेशन प्राईवेट लिमिटेड,
5वी 32 एवं 34 अक्षय मिततल इंडस्ट्रीयल एस्टेट,
एम.वी. रोड, अंधेरी ईस्ट,
मुम्बई – 400059

विषय : Aircrafts namely Cessna Grand Caravan 208B VT-SAI and Cessna Grand Caravan 208B VT-UDN एवं अन्य उपकरणों को रिलिज करने के संबंध में

महोदय,

कृपया उपरोक्त विषयान्तर्गत मैसर्स सूप्रीम ट्रॉसपोर्ट आर्गेनाईजेशन प्राईवेट लिमिटेड बनाम भारतीय विमानपत्तन प्राधिकरण के एस.बी सिविल रिट पिटिसन अपील संख्या 1142/2021 के अन्तर्गत राजस्थान उच्च न्यायालय के दिनांक 18/10/2022 के निर्णय का संदर्भ ग्रहण करें।

माननीय राजस्थान उच्च न्यायालय के आदेश दिनांक 18/10/2022 के द्वारा मैसर्स सूप्रीम ट्रॉसपोर्ट आर्गेनाईजेशन प्राईवेट लिमिटेड को भारतीय विमानपत्तन प्राधिकरण की बकाया राशि रूपये 46,11,826/-(Rs. Forty Six Laks Eleven thousand Eight Hundred Twenty six only) भाविप्रा के खाते में जमा करने हेतु आदेशित किया गया था।

मैसर्स सूप्रीम ट्रॉसपोर्ट आर्गेनाईजेशन प्राईवेट लिमिटेड द्वारा दिनांक 12/01/2023 को भारतीय विमानपत्तन के खाते में रूपये 46,11,826/-(Rs. Forty Six Laks Eleven thousand Eight Hundred Twenty six only) जमा कर दिए गए है। अतः मैसर्स सूप्रीम ट्रॉसपोर्ट आर्गेनाईजेशन प्राईवेट लिमिटेड के दो Aircrafts namely Cessna Grand Caravan 208B VT-SAI and Cessna Grand Caravan 208B VT-UDN and other equipments including Tata Winger vehicles को भारतीय विमानपत्तन प्राधिकरण द्वारा तुरन्त रिलिज किए जाते हैं। उपरोक्त एयरक्राफ्ट्स को एवं अन्य संबंधित उपकरणों को मैसर्स सूप्रीम ट्रॉसपोर्ट द्वारा जयपुर एयरपोर्ट परिसर से बाहर ले जाने पर भारतीय विमानपत्तन प्राधिकरण को कोई आपत्ति नहीं है।

भवदीय,

(चरण सिंह)
समन्वयक प्रभारी
जयपुर हवाई अड्डा, जयपुर

प्रतिलिपि :

1. मुख्य एयरपोर्ट अधिकारी, मैसर्स जयपुर इंटरनेशनल एयरपोर्ट लि., जयपुर ।
2. कमाण्डेंट, केन्द्रीय औधोगिक सुरक्षा बल जयपुर ।

जयपुर हवाईअड्डा, जयपुर - 302029
Jaipur Airport, Jaipur - 302029
दूरभाष : 2550623
Phone: 2550623
फैक्स : 0141-2721585
Fax: 0141-2721585

POWELL AIRCRAFT
TITLE, ESCROW & DATA SERVICES

Chandra Crawford

Ph: 800 776-7287
Ph: 405 685-4858
Fx: 405 759-2287

chandra@airtitle.com

USPS:

Powell Aircraft Title Service
Attn: Denise Sharp
P.O. Box 19096
Okla. City, OK 73144

Express Mail:

10005 S. Penn Ste. A
Oklahoma City, OK 73159

WIRING INSTRUCTIONS

Name of Account	Powell Aircraft Title Service
Account Number	00-28680-48493
Address	PO Box 19096, Okla. City, OK 73144 *
	Oklahoma City, OK 73144
ABA Number	026009593
SWIFT CODE	BOFAUS3N
Name of Bank	Bank of America
Address of Bank	8901 S. Western
	Oklahoma City, OK 73159

* may show routing through BOA New York or BOA North Carolina

CLOSING STATEMENT.

It is hereby confirmed that all payments in regards to the
Escrow account with details;
Cessna 208B2420 Reg: VT-UDN,

have been released to the account of :

Supreme Transport Organization Pvt Ltd
as instructed by

Purchaser :

Intercontinental Commercial Aircraft Inc
3907 N Federel Hwy #150
Pompano Beach - FL
Zip: 33064 US

Date: 02-15-2023

TREK AIR BV

Clarifications: Date 17th Februari 2023

Subject: Container shipment for:

Intercontinental Commercial Aircraft, Inc.
3907 N. Federal Hwy # 150
Pompano Beach - FL 33064
ZIP: 33064
Phone: 561-690-2437
Tax ID: 47-4365380
E-mail: icaircraftinc@gmail.com

Shipping adress

Calhoun County Airport,
F95 16701 NW Agripark Rd
Altha, FL.32421

Sales of the aircraft VT-UDN Cessna C208B 2420.

To Whome it may concern:

The purchases sales agreement between Supreme Aviation and Trek Air with and buyer -user Intercontinental Commercial Aircraft Inc as enterprise with Registration Trust Company Props & Jets Inc took place under the ABC transaction.

All payments and funds received and wired out were provided by Powell Aircraft Escrow service.

We strictly use for any transaction the intermediary of the Escrow Service to avoid any circumstance that could involve money Laundry.

Michiel Kneefel
FAA Certified Inspector
Beech Avenue 54
1119PW Schiphol-Rijk
+31(0)654281618
trekair@gmail.com

Trek Air did not receive any payments or provided any payment, the Escrow Agent received the full purchase amount from the End Buyer with who Trek Air has dealings for 15 years.

Payments were provided upon instructions by the Escrow Agent directly to the desired account of Supreme Aviation.

Based upon payment received Supreme aviation released the aircraft.

The total amount paid for this transaction was:

USD$ 15,000.— Interest payment
USD$ 60,000.— Release funding to the Airport of India
USD$ 490,000.— Final payment for the transaction

USD$ 565,000.— paid by the Escrow to the Supreme account.

The value of the aircraft is based upon its economic value after the repair of the aircraft. We considered the price paid - fair - and desired to continue with this transaction.

We hope the information provided above, together with the documents attached provides you with a complete picture of the transaction.

Sincerely yours,

Michiel Kneefel

Michiel Kneefel
FAA Certified Inspector
Beech Avenue 54
1119PW Schiphol-Rijk
+31(0)654281518
treksir@gmail.com

Trek Air BV since 1957.
Beech Avenue 54
Schiphol-Rijk
1119PW
The Netherlands
Fax: +31 238901932
Phone: +31 654281518

सद्रक्षणाय खलनिग्रहणाय

Govt. of Maharashtra
Police Department

Tel.No. : 022-22620111 Ext 675
Email ID :
srpigc3.eowmum@mahapolice.gov.in

Office of the Sr. Inspector of Police ,
Unit-5 (General Cheating-III),
Economic Offences Wing,
Police Commissioner Compound
Dr. D.N. Road, Mumbai-400 001.

O.W. No. 2477/Cr.32-24/Unit-5(G.C.III)/EOW/Mumbai/2025 Date :18/11/2025

Notice
(U/S. 91 of Cr.P.C.)

To,

Mr. Imran Karim
AOG Services India,
Address - A- 90 FIRST FLOOR OFFICE NO 09,
ROAD NO 2, N. H. NO 8, MAHIPALPUR, **NEW DELHI 110037**
Pnone - 9560 5166 00, 11 4132 7600, Email- imran@aogservices.in

Sub :- To furnish documents for Investigation.

Ref :- EOW Cr. No. 32/24, U/S. 409, 420, 465, 467, 468, 471, 34 of IPC
(Sahar Police Station Cr. No.464/2024)

--000--

Whereas, case vide Cr. No. 32/24, U/S. 409, 420, 465, 467, 468, 471, 34 of IPC has been registered at this office on the reasonable complaint of Mr. Vikas Shukla on behalf of Michiel Kneefel, President and C.E.O. of Trek Air BV, Netherland against Amit Agarwal, Kamal Agarwal and Aakash Agarwal of Supreme Transport Organization Pvt. Ltd, and others for cheating and Criminal Breach of Trust etc.

And whereas, during investigation it is revealed that Damaged Aircraft Cessna Grand Caravan was being sold by Supreme Transport Organization Pvt. Ltd, to Intercontinental Commercial Aircraft inc, through the agent Trek Air BV Netherland. It also revealed that the engine of the aircraft VT-UDN Cessna Grand Caravan C2080 2013 was removed and it had been exported from from Jaipur Airport to Intercontinental Commercial Aircraft Inc., Florida, U.S. via KLM Cargo vide AWB No.07459095610

Your company arranged transportation services to export the aircraft engine out of India. Hence it is necessary to furnish documents from your side.

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Therefore you are informed to submit below mentioned documents as well as all other relevant documents within 3 days.

1) Shipping Bill No.7859451 dated 17/02/2023
2) LEO Copy
3) Gate pass from Custom department of Jaypur.
4) Airway Bill, Tracking No. etc.

In case of any clarification, please contact to investigating officer, Police Inspector, Gajendra Kshirsagar on his Mo. no. 9545522353.

18/11/2025

(Ganesh Pawar)
Senior Police Inspector
EOW, Unit- 5, (G.C.-III), Mumbai

SR. INSPECTOR OF POLICE
सत्यमेव जयते
E.O.W., MUMBAI

OC
19.11.25

186

RE: To furnish document for investigation in EOW Cr.No.32-2024

2 emails

imran@aogservices.in < imran@aogservices.in >
Tue, 18 Nov 2025 5:25:49 PM +0530

To "'UNIT V GC III'"<srpigc3.eowmum@mahapolice.gov.in>
Cc "'Sales Department'"<sales@flydaerospares.com>

Dear sir,

Refer to your letter pl find attached all shipment related documents,

With best regards,
IMRAN KARIM
AOG Services India
A- 90 FIRST FLOOR OFFICE NO 09,
ROAD NO 2, N. H. NO 8,
MAHIPALPUR, NEW DELHI 110037
+91 9560 5166 00, +91 11 4132 7600,

From: UNIT V GC III <srpigc3.eowmum@mahapolice.gov.in>
Sent: Tuesday, November 18, 2025 3:03 PM
To: imran <imran@aogservices.in>
Subject: To furnish document for investigation in EOW Cr.No.32-2024

Please see attached file..

8 Attachment(s)

785945117022023INDEL4SB2... 497.7 KB	Digital Invoice...pdf 108.1 KB
exp-Print-TSP-DIAL-Print,.pdf 126 KB	exp-Print-TSP-DIAL-Print...,,.pdf 120 KB
ACMES.pdf 200.6 KB	mawb222-2.pdf 417 KB
HAWB_GLPL10987.pdf 26.4 KB	Scan 15 Feb 23 13·26·10.pdf 1.2 MB

18/11/2025
Sr. Inspector of Police
Unit-5 (General Cheating-3)
E.O.W., Mumbai.

अ.क्र. ...../वपोनि/कक्ष-५(ज.चि-३)/आगुवि/२०
दिनांक :-

UNIT V GC III < srpigc3.eowmum@mahapolice.gov.in >

187

Tue, 18 Nov 2025 3:02:56 PM +0530

To "imran"<imran@aogservices.in>

Please see attached file..

1 Attachment(s)

Cr 32-24 Notice to AOG Delhi.pdf
1 MB

188

INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

NEW CUSTOM HOUSE, IGI AIRPORT, NEW DELHI - 110037

Port Code	SB No	SB Date	
INDEL4	7859451	17-FEB-23	
IEC/Br	AADCF5187F	0	
GSTIN/TYPE	07AADCF5187F1ZK GSN		
CB CODE	ABLFS1576MCH001		
TYPE	INV	ITEM	CONT
Nos	1	1	0
PKG	1	G.WT KGS	300

* SB22170220232106

PART - I - SHIPPING BILL SUMMARY

A STATUS

1.MODE	2.ASSESS	3.EXMN	4.JOBBING	5.MEIS	6.DBK	7.RODTP	8.DEEC/DFIA	9.DFRC	10.RE-EXP	11.LUT
AIR	Y	Y	N	N	N	N	N	N		N

12.PORT OF LOADING	INDEL4 (Delhi)	13.COUNTRY OF FINALDESTINATIO	UNITED STATES
14.STATE OF ORIGIN	DELHI	15.PORT OF FINAL DESTINATION	ALF (ALTA)
16.PORT OF DISCHARGE	ALF (ALTA)	17.COUNTRY OF DISCHARGE	UNITED STATES

B DECLARAN DETAILS

1.EXPORTER'S NAME & ADDRESS	7.CONSIGNEE NAME & ADDRESS
FLYD AEROSPARES PRIVATE LIMITED	INTERNATIONAL COMMERCIAL AIRCRAFT ,
H.NO. 8/9, MEHRAM NAGAR	INC 3907 N.FEDERAL HWY #150
MEHRAM NAGAR	POMPANO BEACH ,FL 33064 ,ZIP 33064
MEHRAM NAGAR 2.Type Private	US
3. AD CODE:	8. GSTIN / TYPE 07AADCF5187F1ZK GSN
4.RBI WAIVER NO.& DT	9.FOREX BANK A/C NO.
5.CB NAME S.K.LOGISTICS	10.DBK BANK A/C NO.
6.AEO	11. IFSC NO.

C.VALU SUMMA

1.FOB VALUE	2.FREIGHT	3.INSURANC	4.DISCOU	5.COM
8190000	0	0	0	0

6.DEDUCTIONS	7.P/C	8.DUTY	9.CESS
0	0		

D. EX.PR.

1.DBK CLAIM	2. IGST AMT	3.CESS AMT
0		

4.IGST VALUE	5.RODTEP AMT	6.ROSCTL AMT
	0	0

E MANIFEST DETAILS

1.MAWB NO.	2.MAWB DT	3.HAWB NO.	4.HAWB DT	N.O.C.
07459095610		GLPL10987		

4. CIN NO.	5. CIN DT.	6. CIN SITE ID
23PCEG02175759129O0	17-FEB-23	INDEL4

F.INVOICE SUMMARY

1.SNO	2.INV NO.	3. INV AMT.	4.CURRENC
1	FA/EXP/22-23/002	100000	USD

G. EQUIPMENT DETAILS

1.CONTAINER	2.SEAL	3.DATE	4.S No

H CHALLAN DETAILS

1SR.NO	2.CHALLAN NO	3.PAYMT DT	4.AMOUNT

I. ANNEX DETAILS

1.SEAL TYPE	2.NATURE OF CARGO	3.NO. OF PACKETS	4.NO. OF CONTAINERS	5.LOOSE PACKETS
WAREHOUSE SEALED	PACKAGED	1	0	1

6.MARKS & NUMBERS

J.PROCESS DETAILS

1.EVENT	2.DATE	3.TIME	4.LEO NO.	2/148
5.Submission	17-FEB-23	13:30	6.LEO Date.	17-FEB-23
5.Assessment	17-FEB-23	16:00	8.BRC Realisation Date	30-NOV-23
7.Examination	17-FEB-23	20:15		
9.LEO	17-FEB-23	21:06		

LUT EXPORT

Validity unknown
Digitally signed by DS CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS 05
Date: 2023.02.17 21:07:09 IST
Reason: CUSTOMS
Location: INDIA

Glossary

A: ASSESS - Assessed, EXMN - Examined, MEIS - Merchantise Export Incentive Scheme, DBK - Drawback, ROSL - Rebate of State Levies, DEEC - Duty Exemption Entitlement Certificate, DFRC - Duty Free Replenishment Certificate,LUT - Letter of Under Taking. B: CB - Customs Broker AD Authoized Dealer , AEO - Authorized Economic Operator, UCR - Unique Customs Reference C: DISCOU - Discount, COM - Commission, P/C Packing Charges,D: EX. PR.- Export Promotions E: MAWB / HAWB - Master / House Airway Bill Number J:BRC- Bank Realisation Certificate

Scan QR Code using ICETRAK Mobile App for authentication.
Visit ICEGATE portal to verify latest version*.

INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

NEW CUSTOM HOUSE, IGI AIRPORT, NEW DELHI - 110037

Port Code	SB No		SB Date
INDEL4	7859451		17-FEB-23
IEC/Br	AADCF5187F		0
GSTIN/TYPE	07AADCF5187F1ZK GSN		
CB CODE	ABLFS1576MCH001		
TYPE	INV	ITEM	CONT
Nos	1	1	0
PKG	1	G.WT KGS	300

*SB22170220232106

PART - II - INVOICE DETAILS

A. REF

1.S.No	2.INVOICE No. & Dt.	3.P.O.No. & Dt.	4.LoC No. & Dt	5.Contract No.&Dt	6.AD code	7.INVTERM
1	FA/EXP/22-23/002 13/02/2023					FOB

B. TRANSACTION PARTIES

1.EXPORTER'S NAME & ADDRESS	2.BUYER'S NAME & ADDRESS
FLYD AEROSPARES PRIVATE LIMITED H.NO. 8/9, MEHRAM NAGAR MEHRAM NAGAR 110037	INTERNATIONAL COMMERCIAL AIRCRAFT , INC 3907 N.FEDERAL HWY #150 POMPANO BEACH ,FL 33064 ,ZIP 33064
3.THIRD PARTY NAME & ADDRESS	**4.BUYER AEO STATUS**

C.VAL DTLS

1.INVOICE VALUE	2.FOB VALUE	3FREIGHT	4.INSURANCE	5DISCOUN	6.COMMISON	7.DEDUCT	8.P/C	9.EXCHANGE RATE
100000	100000	0	0	0	0	0		1 USD INR 81.9
USD	USD	USD	USD					

D. ITEM DETAILS

1.ItemSNo	2.HS CD	3.DESCRIPTION	4.QUANTITY	5.UQC	6.RATE	7.VALUE(F/C)
1	84111100	AIRCRAFT PART: CESSNA GRAND CARAVAN C208 B ENGINE MODEL NO.PT6A-114A SERIAL NO.PC E-PC2041	1	NOS	100000	100000

LET EXPORT COM

Glossary

A: Ref - Reference P.O. - Purchase Order, LoC - Letter of Credit, AD - Authorised Dealer **C:** VAL DTLS - Valuation Details
FOB - Freight On Board, DEDUCT - Deduction , P/C - Packing Charge **D:** HS CD - Harmonized System Code, UQC - Unit Quantity Code

INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

NEW CUSTOM HOUSE, IGI AIRPORT, NEW DELHI - 110037

Port Code	SB No		SB Date	
INDEL4	7859451		17-FEB-23	
IEC/Br	AADCF5187F			0
GSTIN/TYPE	07AADCF5187F1ZK GSN			
CB CODE	ABLFS1576MCH001			
TYPE	INV	ITEM		CONT
Nos	1	1		0
PKG	1	G.WT	KGS	300

*SB22170220232106

PART - III - ITEM DETAILS

1INVSN	2ITEMSN	3.HS CD	4.DESCRIPTION	5.QUANTITY	6UQC	7.RATE	8VALUE(F/C)	9.FOB (INR)	10.PMV
1	1	84111100	AIRCRAFT PART: CESSNA GRAND CARAVAN C208 B ENGINE MODEL NO.PT6A-114A SERIAL NO.PC E-PC2041	1	NOS	100000	100000	8190000	9009000

11.DUTYAMT	12.CESS RT	13CESAMT	14.DBKCLMD	15.IGSTSTAT	16. IGST VALUE	17. IGST AMOUNT	18SCHCOD
			N	NA			99

19. SCHEME DESCRIPTION	20. SQC MSR	21. SQC UQC	22. STATE OF ORIGIN	23. DISTRICT OF ORIGIN
NFEI	1	NOS	DELHI	WEST

24. PT Abroad	25.COMP CESS	26.END USE	27.FTA BENEFIT AVAILED	28. REWARD BENEFIT	29. THIRD PARTY ITEM
NCPTI	0 INR	GNX200	Y	No	N

INVOICE (1/1)

LET EXPORT COPY

GLOSSARY

FOB - Freight On Board, HS CD Harmonized System Code, UQC - Unit Quantity Code, PMV - Present Market Value, CESAM - Cess Amount
IGSTSTA - IGST Payment Status, VAL - IGST Value, PAID - IGST Amount Paid, SCHCOD - Scheme Code, SQC MSR - Standard Quantity
Measurement, comp - compensatory, PT Abroad - Preferential treatment Availed Abroad

INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

NEW CUSTOM HOUSE, IGI AIRPORT, NEW DELHI - 110037

Port Code	SB No	SB Date	
INDEL4	7859451	17-FEB-23	
IEC/Br	AADCF5187F		0
GSTIN/TYPE	07AADCF5187F1ZK GSN		
CB CODE	ABLFS1576MCH001		
TYPE	INV	ITEM	CONT
Nos	1	1	0
PKG	1	G.WT KGS	300

* SB22170220232106

PART - IV - EXPORT SCHEME DETAILS

OTHER ADDITIONAL INFORMATION

A. DRAWBACK & ROSL CLAIM

1.INV SNO	2.ITEM SNO	3.DBK SNO.	4.QTY/WT	5.VALUE	6.RATE	7.DBK AMT	8.STALEV	9.CENLEV	10.ROSCTL AMT

B. AA / DFIA LICENCE DETAILS

1.INV SNO	2.ITEM SNO	3.LICENCE NO	4.DESCN OF EXPORT ITEM	5.EXP SNO	6.EXPQTY	7.UQC	8.FOB VALUE
		9.SION	10.DESCN OF IMPORT ITEM	11IMP SNO	12IMPQT	13.UQC	14.INDIG / IMP

C. JOBBING DETAILS

1.BE NO	2.BE DATE	3.PORT CODE	4.DESCN OF IMPORTED GOODS	5.QTY IMP	6.QTY USED

D. SINGLE WINDOW DECLARATION

1.INVSN	2.ITMSN	3.INFO	4.QUALIFIER	5.INFO CD	6.INFO TEXT	7.INFO MSR	8.UQC
1	1	ORC	EPT	NCPTI			
1	1	ORC	STO	07			
1	1	ORC	DOO	85			
1	1	CHR	SQC				
1	1	DTY	GCESS			1	NOS
1	1	DTY	RDT	RODTEPN		0	INR
						1	NOS

E. SINGLE WINDOW DECLARATION - CONSTITUENTS

1.INVSN	2.ITMSNO	3.C SNO	4.NAME	5.CODE	6.PERCENTAGE	7.YIELD PCT	8.ING

F. SINGLE WINDOW DECLARATION - CONTROL

1.INVSN	2.ITMSNO	3.CONTROL TYPE	4.LOCATION	5.ST DT	6.END DT	7.RES CD	8.RES TEXT

G.SUPPORTING DOCUMENTS

1.INVSN	2.ITMSNO	3 DOCTYPCD	4. ICEGATE ID	5. IRN	6.PARTY CD	7.ISSUE PLA	8.ISS DT	9.EXP DT
1	0	331000	SK-LOGISTICS	2023021700018112	00	00	17-FEB-23	

H.INVOICE DETAILS

1.SNO	2.INVOICE NO	3.INVOICE AMOUNT	4.CURRENCY
1	FA/EXP/22-23/002	100000	USD

I.CONTAINER DETAILS

1.SNO	2.CONTAINER	3.SEAL	4.DATE

J.AR4 DETAILS

1.INVSN	2.ITMSN	3.AR4 NUMBER	4.AR4 DATE	5.COMMISSIONERATE	6.DIVISION	7.RANGE

K. THIRD PARTY DETAILS

1.INVSN	2.ITMSN	3.IEC	4. EXPORTER NAME	5. ADDRESS	6.GSTN ID AND TYPE

L. ITEM MANUFACTURER/PRODUCER/GROWER DETAILS

1.INVSN	2.ITMSN	3.TYPE	4.MANUFACT CD	5.SOURCE STATE	6.TRANS CY	7.ADDRESS

M. RODTEP DETAILS

1.INVSN	2.ITMSN	3. QUANTITY	4. UQC	5. NO. OF UNITS	6. VALUE

Glossary

INVSN - Invoice Serial Number ITMSN - Item Serial Number **A:** DBK - Drawback, ROSL - Rebate of State Levies, **B:** DFIA - Duty Free Import Authorization, EXP - Export , IMP - Import , UQC-Unit Quanity CodeFOB - Freight On Board **D:** INFO - Information CD - Code MSR - Measuremen **E:** ING - Ingredient **F :** RES CD - Result Code, RES TXT - Result Text ST DT -Start Date **G:** IRN - Image Reference Number CD - Code PLA - Pla

Scan QR Code using ICETRAK Mobile App for authentication.
Visit ICEGATE portal to verify latest version*.

INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

NEW CUSTOM HOUSE, IGI AIRPORT, NEW DELHI - 110037

Port Code	SB No		SB Date
INDEL4	7859451		17-FEB-23
IEC/Br	AADCF5187F		0
GSTIN/TYPE	07AADCF5187F1ZK GSN		
CB CODE	ABLFS1576MCH001		
TYPE	INV	ITEM	CONT
Nos	1	1	0
PKG	1	G.WT KGS	300

*SB22170220232106

PART - V - DECLARATIONS

A. DECLARATION STATEMENT

LET EXPORT COPY

B. AUTHORIZED SIGNATORY

DATE

PLACE

AUTHORIZED SIGNATORY

CHA NAME :ABLFS1576MCH001

193

CARICO SYSTEMS PVT LTD

A-1023/2, FF Mahipalpur, Mahipalpur, South West Delhi
Delhi - 110037 CIN :-U72900UP2018PTC103266
Tel: +91 120-4514306 Email:-accounts@carico.in

ACMES
(Air Cargo Message Exchange System)
DIAL - IGI Airport

PAN No.: AAHCC5256E GSTIN No.: 07AAHCC5256E1ZR STATE CODE: 07

Tax Invoice

Bill To:

NATH LOGISTICS AND SHIPPING PVT LTD

10/2, 10/10, KARAM DHARAM , KANTE WALI GALI, SAMALKHA , NEW DELHI , INDIA , 110037

GSTN No. : 07AAFCN9074P1ZN

State Code : 07 Place of Supply DELHI

PAN No. : AAFCN9074P

SCHEMA VERSION : 1.1 SUPPLY TYPE : B2B IS SERVICE : Y

IRN NO : a5506ec45a5d2ee8542bfcc135dcb8358bede771d7a956280305e4192cb9622d

Invoice No.: A/0309253/2223

Invoice Date 17/02/2023

Particulars	SAC Code	AWB No.	Taxable Amt.	IGST		CGST		SGST	
				Rate	Amt.	Rate	Amt.	Rate	Amt.
for DEL Cargo									
Cargo IT Facilitation Charge	998313	074-59095610	295.00	0	0.00	9	26.55	9	26.55
Total Amount :			295.00		0.00		26.55		26.55

INR RUPEES : THREE HUNDRED FORTY-EIGHT AND TEN PAISA ONLY

Total IGST	0.00
Total SGST	26.55
Total CGST	26.55
Total Invoice Amount	348.10

For Carico System Pvt. Ltd.

Signature Not Verified
Digitally signed by KAMAL KISHOR
Date: 2023.03.02 14:31:09 +05:30

(Authorised Signatory)

Remarks:

E. & O.E.

Note: All Dispute are subject to Delhi Jurisdiction.

1924

CELEBI DELHI CARGO TERMINAL MANAGEMENT INDIA PVT. LTD

TAX INVOICE

GSTIN:07AADCC6885B1ZO
State Code:07 (DELHI)

07459095610

Consignment Details

Invoice No : X202302170603 **Invoice Date and Time** : 17/02/2023 14:08
IRN No : c0fade39e5d59cf51eb92499ee61fe238c9fb8085600880cca621ffad33bb5cd

Bill To
NATH LOGISTICS & SHIPPING PVT LTD
THIRD FLOOR H-344 KARAMPURAWEST DELHI
GSTN:07AAFCN9074P1ZN
State Code:7

AWB Number	: 07459095610	Number of Packages	: 1
EWR Number	: E202302170617	Gross Weight	: 300.000
		Chargeable Weight	: 300.000

[CHA Code] CHA :[AAFCN9074P] NATH LOGISTICS & SHIPPING PVT LTD
Exporter Name :
[IATA Code]IATA :
Destination :MIA

Custom Doc Details

SB Number	SB Date	HAWB Number	Packages	Gross Weight	FOB Value
7859451	17/02/2023	GLPL10987	1	300.000	8190000.00

Commodity Details

Commodity Desc	Packages	Gross Wt	Chargeable Wt
MISC ITEMS	1	300.000	300.000

PAYMENT DETAILS

Charge Description(SAC/HSN:996719)	Total Amount	IGST	CGST	SGST	Waiver Amount	Waiver Tax
Exports Facilitation Fees	126.00	0.00	11.34	11.34	0.00	0.00
Packaging Charges	37.95	0.00	3.42	3.42	0.00	0.00
Terminal Charges	507.00	0.00	45.63	45.63	0.00	0.00
Total	670.95	0.00	60.39	60.39	0.00	0.00

Amount Payable *All figures are in indian rupees *(all cess w.e.f as per applicable)	Tot Amount + Tot Tax + Adj. Amount + Waiver Amount + Waiver Tax	670.95 + 120.78 + -1.73+0.00+0.00	790.00
Amount Payable	Zero Rupees		

Payment Mode

PDA Code	2747
Party Name	NATH LOGISTICS & SHIPPING PVT LTD
Opening Balance(A)	35034.84
Debit Amount(B)	790.00
Closing Balance (A-B)	34244.84

Valid From 17-Feb-2023 02:44 Hrs To 18-Feb-2023 02:44 Hrs
Warehouse :

NOTE:Terminal Storage and Processing charges receipt is issued without Prejudice.Care and custody of cargo shall remain as per Govt.Of India Gazette Notification Issued from time to time.
Indira Gandhi International Airport, Cargo Terminal,IGI Airport,New Delhi-110037. Ph:25601093,25601244,25601000,Fax:25652399
REGD. OFFICE : CELEBI DELHI CARGO TERMINAL MANAGEMENT INDIA PVT. LTD.,
Rounded of to rupees 5.00 Not considered for GST.

PAN No. AADCC6885B **CIN. NO** :

CELEBI DELHI CARGO TERMINAL MANAGEMENT INDIA PVT. LTD
TAX INVOICE
GSTIN:07AADCC6885B1ZO
State Code:07 (DELHI)

07459095610

Consignment Details

Invoice No : X202302180765 **Invoice Date and Time** : 18/02/2023 16:28

IRN No : 42dbd061003a2a2fd2308b100bfc90cdac06cd369e322e549096f6e1d6791d8b

Bill To
NATH LOGISTICS & SHIPPING PVT LTD
THIRD FLOOR H-344 KARAMPURAWEST DELHI
GSTN:07AAFCN9074P1ZN
State Code:7

AWB Number	: 07459095610	Number of Packages	: 1
EWR Number	: E202302170617	Gross Weight	: 300.000
		Chargeable Weight	: 204.000

[CHA Code] CHA :[AAFCN9074P] NATH LOGISTICS & SHIPPING PVT LTD
Exporter Name :
[IATA Code]IATA :
Destination :MIA

Custom Doc Details

SB Number	SB Date	HAWB Number	Packages	Gross Weight	FOB Value
7859451	17/02/2023	GLPL10987	1	300.000	8190000.00

Commodity Details

Commodity Desc	Packages	Gross Wt	Chargeable Wt
MISC ITEMS	1	300.000	300.000

PAYMENT DETAILS

Charge Description(SAC/HSN:996719)	Total Amount	IGST	CGST	SGST	Waiver Amount	Waiver Tax
Demurrage Charges	618.00	0.00	55.62	55.62	0.00	0.00
Total	618.00	0.00	55.62	55.62	0.00	0.00

Amount Payable *All figures are in indian rupees *(all cess w.e.f as per applicable)	Tot Amount + Tot Tax + Adj. Amount + Waiver Amount + Waiver Tax	618.00 + 111.24 + 0.76+0.00+0.00	730.00
Amount Payable	Zero Rupees		

Payment Mode

PDA Code	2747
Party Name	NATH LOGISTICS & SHIPPING PVT LTD
Opening Balance(A)	1039.84
Debit Amount(B)	730.00
Closing Balance (A-B)	309.84

Valid From 18-Feb-2023 04:04 Hrs To 19-Feb-2023 04:04 Hrs
Warehouse :

NOTE:Terminal Storage and Processing charges receipt is issued without Prejudice.Care and custody of cargo shall remain as per Govt.Of India Gazette Notification Issued from time to time.

Indira Gandhi International Airport, Cargo Terminal,IGI Airport,New Delhi-110037. Ph:25601093,25601244,25601000,Fax:25652399
REGD. OFFICE : CELEBI DELHI CARGO TERMINAL MANAGEMENT INDIA PVT. LTD.,
Rounded of to rupees 5.00 Not considered for GST.

PAN No. AADCC6885B **CIN. NO** :

ACMEs

ACMEs

DELHI INDIRA GANDHI INTERNATIONAL AIRPORT | GMR

(index.aspx)

Export Cargo Tracking

CTO

GMR AERO

AWB No

07459095610

GET STATUS

Clear

AWB DETAILS

Commodity	Description	Packages	Gross Wt.	Chargable Wt.	Dstn.
9000	MISC ITEMS	1	300	300	MIA

SB DETAILS

SB No	SB Date	HAWB No	Packages	Gross Wt	FOB Value

PAYMENT DETAILS

TC No	TC Date	Amount	Activity
X202302170603	17/02/2023 00:00:00	3.42	SGST
X202302170603	17/02/2023 00:00:00	3.42	CGST
X202302170603	17/02/2023 00:00:00	0	IGST
X202302170603	17/02/2023 00:00:00	507	TERCH
X202302170603	17/02/2023 00:00:00	45.63	SGST

ACTIVITY DETAILS

TDG Date	BAG Date	Withdrawal Date	Exit Date
17/02/2023 15:27:00	18/02/2023 16:28:00	N/A	

X-RAY DETAILS

X-Ray Date	X-Ray Machin
18/02/2023 16:26	40009160

LOCATION DETAILS

Commodity	Packages	Location	Date & Time

ULD LOADING DETAILS

ULD No	ULD Type	Status	Flight No	Flight Date
PMC65780AF	PMC	R	KL0872	19/02/2023

EGM DETAILS

EGM No	EGM Year	Flight No	Flight Date	ATD	Commodity	Packages
3840977	19/02/2023	KL872	19/02/2023		CONSOLID...	1

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ACMES (https://caricosystem.in)ACMES

074-5909-5610

Shipper's Name and Address	Shipper's Account Number	Not Negotiable / **Air Waybill**	**KLM CARGO**
GONSAI LOGISTICS PVT LTD PLIT NO 3 2ND AND 3RD FLOOR SECTOR 23 A DWARKA NEW DELHI 110075		Issued by ALITALIA	
		Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.	

Consignees's Name and Address	Consignee's Account Number	
VERSANT SUPPLY CHAIN INC 2130 SUPLY CHAIN INC 2130 MEMPHIS DEPOT PARKWAY BUILDING 250 MEMPHIS TN 38114 USA TEL 901 601 3605 EMAIL JONATHAN.MANGRUM@VERSANTSC.COM		It is agreed that goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITION OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESSSPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental if required.

Issuing Carrier's Agent Name and City	Accounting Information
SKWAYS SERVICES PVT LTD	FREIGHT PREPAID
Agent's IATA Code: 14-3-	Account No.

Airport of Departure (Addc. of First Carrier) and Requested Routing	Refrence Number	Optional Shipping Information	
DELHI			

To	By First Carries	Routing and Destination	To	by	To	by	Currency	Chgs Code	Wt/Val PPD	Wt/Val Coll	Carrier PPD	Carrier Coll	[illegible]	[illegible]
MIA	KL						INR	P	P		P		NVD	NVD

Airport Destination	Required Flight Date	Amount of Insurance	INSURANCE - If carrier offers Insurance and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in box marked 'Amount of Insurance'.
MIA			

Handling Information

NOTIFY:SAME AS CONSIGNEE/PLS INF THE CNEE IMDTLY ON ARVL OF CARGO AT DEST/

No. of Picese	Gross Weigh	kg / lb	Rate Class / Commodity Item No.	Chargable Weight	Rate/Charge	Total	Natur and Quantity of Goods (incl.Dimentions of volume)
01 DIMS(Cm)=180X80X80 192 Kg	300.00	Kg		300.00 Kg	As Agreed	As Agreed	CONSOLIDATION CARGO AS PER MANIFEST ATTACHED AIRCRAFT ENGINE NON DG NON DG NOT RESTRICTED AS PER IATA DFR RULE A70

Prepaid	Weight Charges	Collect	Other Charges
As Agreed			As Agreed
	ValuationCharges		
	Tax		Shipper certifies taht the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable dangerous goods regulations
	Total Other Charges Due Agent		
As Agreed			
	Total Other Charges Due Carrier		Signature of Shipper or his Agent
As Agreed			
Total Prepaid		Total Collect	17-02-2023 / NEW DELHI / **User Name : pawan**
As Agreed			Executed on (date) / at (place) / Signature of Issuing Carrier or his Agent
Currency Conversion Rate	CC.Chgs in Dest Currency		

074- 5909-5610

ORIGINAL 3 (FOR SHIPPER)'

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IATA

NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the Carrier in respect of loss of, damage or delay to cargo. Carrier's limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 unless a higher value is declared.

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon:
CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage.
SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund.
WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage:
the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929;
that Convention as amended at The Hague on 28 September 1955;
that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be.
MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

2. 2.1 Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.

2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:

2.2.1 applicable laws and government regulations;

2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:

2.2.2.1 limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;

2.2.2.2 claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;

2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;

2.2.2.4 rules about Carrier's right to refuse to carry;

2.2.2.5 rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.

3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.

4. For carriage to which the Montreal Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed shall be 22 SDRs per kilogram unless a greater per kilogram monetary limits provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage.

5. 5.1 Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.

5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges

6.2 In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

7. 7.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.

7.2 Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:

7.2.1 In the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and

7.2.2 In the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.

8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.

9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.

10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.

10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:

10.1.1 in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;

10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery;

10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.

10.2 Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place.

10.3 Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.

10.4 Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply

FLYD AEROSPARES PVT LTD

INVOICE

Exporter	Invoice No.	Date	Exp's Ref.
FLYD AEROSPARES PVT. LTD. G/F, H NO. 8/9, MEHRAM NAGAR New Delhi, New Delhi, Delhi,110037 GST NO. 07AADCF5187F1ZK	FAPL/EXP/22-23/002	13.02.2023	
	Buyer's order Ref. No. A1		
	Other Reference : I.E.CODE : AADCF5187F	PAGE NO. 1 OF 1	

Consignee / Bill To.:-	Notify / Ship To :-
Intercontinental Commercial Aircraft, Inc. 3907 N. Federal Hwy #150 Pompano Beach - FL 33064 , ZIP: 33064 Phone No.: 561-690-2437 TAX ID : 47-4365380 , Email : icaircraftinc@gmail.com	Intercontinental Commercial Aircraft, Inc. Calhoun Country Airport, F95 16701 NW Agripark Rd Altha, FL.32421 (USA) Phone No.: +1-3055827928 Email Id : icaircraftinc@gmail.com

Country of Origin of Goods	Country of Final destination
INDIA	Florida , USA

Pre carriage by	Place of Reciept by Pre carrier	Terms of Delievery & Payment :
Vessel Flight No.	Port of loading Delhi , India	Nature of Goods : Aircraft Engine
Port of Discharge	Final destination Altha - Florida	Quantity of Goods XXXX Pcs.

S.No.	ITEM	QTY	HSN CODE	PRICE in $	AMT in $
1	Cessna Grand Caravan C208B ENGINE MODEL NO: PT6A-114A SERIAL NUMBER: PCE-PC2041	1 pcs	88023000	$ 1,00,000.00	$ 1,00,000.00

Total Gross Weight : 300.00 Kgs
Total Net Weight : 300.00 Kgs

Declaration :	Total	$ 1,00,000.00
We declare that this invoice shows the actual price of the goods described and all the particulars are true & correct.	For FLYD AEROSPARES PVT. LTD. For Flyd Aerospares Private Limited Director Authorised Signatory	

FLYD AEROSPARES PVT LTD

Date: 13th Feb 2023

TO WHOM SO EVER IT MAY CONCERN

This P & W Engine of model PT6A-114A having Serial No PCE-PC2041System Cleaned, Purged and contains no fuel or oils.

This engine is being sent back to the supplier and is a scrap engine.

This engine is normally operated with Jet Fuel and when fuelled. It is again confirmed that this engine has been purged of fuel and oil.

Identification for flammable gas-powered internal combustion or fuel cell engine:

1. The entire fuel system has been flushed, Purged and filled with a non-flammable gas or fluid to nullify the hazard.

2. The final pressure of the non-flammable gas used to fill the system does not exceed 200 kpa at 20C.

3. we have made prior arrangement with the operator; and

4. we provided the operator with the flushing, purging, and filling procedure has been followed and that the final contents of the engine has been tested and verified to be non-flammable.

5. "Not restricted" Non-DG as per special provision A70"

Name: - Rawindra Pandey

Title: Manager

For Flyd Aerospares Private Limited

Signature: Rawindra Pandey

Authorised Signatory

For FLYD AEROSPARES PRIVATE LIMITED

H. NO. 8/9, G/F, MEHRAM NAGAR, SOUTH WEST DELHI-110037
Tel.: +91 9999046374, +91 8448872016, E-mail: sales@flydaerospares.com

FLYD AEROSPARES PVT LTD

SHIPPER'S CERITIFICATE FOR NON DANGEROUS GOODS

We hereby certify that the contents of the consignment are fully and accurately described by the proper shipping name and are not dangerous for carriage by air according to the current edition for the IATA. Dangerous goods regulation and all applicable carrier and government regulations. We acknowledge that we may be liable for any damage resulting from any misstatement of commission and we further agree that any air carrier involved in the shipment of this consignment may rely upon this certificate."NOT RESTRICTED" as per special provision A70

AWB NO

NO OF PACKAGES – 01 BOX

PROPER SHIPPING NAME - Aircraft Engine without oil

PORT OF DISCHARGE -

GROSS WEIGHT -

NET WEIGHT -

NAME/ADDRESS OF COMPANY: FLYD AEROSPARES PVT. LTD.
G/F, H NO. 8/9, MEHRAM NAGAR New Delhi, Delhi,110037

NAME/ ADDRESS OF CONSIGNEE: Intercontinental Commercial Aircraft, Inc.
3907 N. Federal Hwy #150

Pompano Beach - FL 33064 , ZIP: 33064

NAME/ ADDRESS OF NOTIFY Intercontinental Commercial Aircraft, Inc.

3907 N. Federal Hwy #150

Pompano Beach - FL 33064 , ZIP: 33064

FOR, FLYD AEROSPARES PRIVATE LIMITED

For Flyd Aerospares Private Limited

Rajwinder Reddy

AUTHORISED SIGNATORY Authorised Signatory

H. NO. 8/9, G/F, MEHRAM NAGAR, SOUTH WEST DELHI-110037
Tel.: +91 9999046374, +91 8448872016, E-mail: sales@flydaerospares.com

074 | DEL | 5909-5610

GLPL10987

Shipper's Name and Address

FLYD AEROSPARES PVT LTD
G/F H NO 8/9 MEHRAM NAGAR
NEW DELHI 110037

Shipper's Account Number

Not Negotiable

House Air Waybill

Issued by: GONSAI LOGISTICS PVT LTD
PLOT NO.-3, 2ND & 3RD FLOOR, SECTOR-23 A,
DWARKA, NEW DELHI-110075, INDIA
TEL: +91-43-121212, EMAIL: TUSHAR@GGLOBAL.IN

Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.

Consignee's Name and Address

INTERCONTINENTAL COMMERCIAL AIRCRAFT ,INC
3907 N FEDRAL HWY 150 POMPANO BEACH FL
33064 ZIP 33064 PHONE 561 690 2437 TAX ID
47-4365380 EMAIL LCAIRCRAFT@GMAIL.COM

Consignee's Account Number

It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

Issuing Carrier's Agent Name and City

GAC LOGISTICS PVT LTD.

Accounting Information

FREIGHT PREPAID

Agent's IATA Code: 14-3-5719

Account No.:

Airport of Departure (Addr. of First Carrier) and Requested Routing

NEW DELHI

Reference Number

Optional Shipping Information

To	By First Carrier	Routing and Destination	to	by	to	by
MIA						

Currency	CHGS Code	WT/VAL PPD	WT/VAL COLL	Other PPD	Other COLL	Declared Value for Carriage	Declared Value for Customs
INR		X		X		NVD	NCV

Airport of Destination: MIAMI

Requested Flight/Date:

Amount of Insurance: XXX

INSURANCE – If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance".

Handling Information

NOTIFY:SAME AS CONSIGNEE/PLS INF THE CNEE IMDTLY ON ARVL OF CARGO AT DEST/

SCI

No. of Pieces RCP	Gross Weight	kg/lb	Rate Class / Commodity Item No.	Chargeable Weight	Rate / Charge	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)
1	300	K		300		AS AGREED	AIRCRAFT ENGINE NON DG NOT RESTRICTED AS PER IATA DGR RULE A70 DIMS(CM)=180X80X80 VOL. 192 KG
1	300	K				AS AGREED	

Prepaid	Weight Charge	Collect
AS AGREED		

Valuation Charge

Tax

Other Charges: AS AGREED

Total Other Charges Due Agent

Total Other Charges Due Carrier

Shipper certifies that the particulars on the face hereof are correct and that **insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations.**

Signature of Shipper or his Agent

Total Prepaid	Total Collect
AS AGREED	

Currency Conversion Rates	CC Charges in Dest. Currency

17-FEB-2023 Executed on (date)

NEW DELHI at (place)

Signature of Issuing Carrier or its Agent

For Carrier's Use only at Destination	Charges at Destination	Total Collect Charges

Original 3
(for Shipper)

GLPL10987

AWBEDITOR.COM

सदैवतत्पर, सदैवमदतीस

email:dcpeowzone-
@mahapolice.gov.in

Government of Maharashtra
Office of the Dy. Commissioner of
Police, Economic Offences Wing,New
Administrative Building, 3rd
floor,Commissioner Office,
Dr.D.N.Road, Mumbai - 400001

O.W.NO.328 /DCP/ EOW /2024 Dt. 29/05/2024.

To,

Director General of Civil Aviation,
Office of the DGCA,
Comma Aurobindo Marg,
Opp. Safdarjung Airport,
New Delhi,110003.

Subject:- To provide De-registration related documents in connection with AIRCRAFT Serial No.208B2420 dated 13.05.2022

Respected Sir/Madam,

It is to inform you that, Economic Offences Wing of Mumbai Police, has registered a case vide E.O.W. CR No. 32/2024 u/s 409, 420, 465,467,468,471 & 34 of Indian Penal Code against Mr. Ammeet Kamal Agarwal of M/s.Supreme Transport Organization Pvt.Ltd on 08.05.2024. In this case, accused Ammeet Kamal Agarwal has sold following mentioned aircraft to complainant Mr. Michiel Kneefel, President & CEO of 'Trek Air BV', a Netherland resident.

Details of the Aircraft	
Make & Model	Cessna 208 B
Serial Number	208B240
Registration Number	VT-UDN
Make & Models of Engines	P & W Canada PT6A-114A
Engine Serial No.	PCE-PC2041

During the course of investigation of this case It has been revealed that complainant has produced one De-Registration Certificate of the above mentioned aircraft issued by your office on 13.05.2023. The last owner of this aircraft is M/s. Supreme Transport Organization Pvt. Ltd., having registered office at 5/B34, Akshay Mittal Industrial Estate, M. V. Road, Andheri

205

(E), Mumbai 400 059 State-Maharashtra. In this case, complainant has been cheated by the accused to the tune of USD $ 5,50,000 in selling of above mentioned aircraft.

You are therefore requested to provide the documents submitted by accused Ammeet Kamal Agarwal while obtaining De- Registration certificate dated 13.05.2023 from your office of above mentioned aircraft.

Thanking You.

Yours sincerely,

30/5

(**Sangramsinh Nishandar**),
Deputy Commissioner of Police,
Economic Offence Wing,
Mumbai.

D/C

Copy For Kind Information To,

Office of DGCA integrated Office Complex,
Opposite to Parshiwada, New Airport Colony,
Vile Parle East , Vile Parle, Mumbai – 400009

आ.क्र. 7723/आगुवि/2024 (01/10)

9326
38/09

GOVERNMENT OF INDIA
DIRECTORATE GENERAL OF CIVIL AVIATION
OPP. SAFDARJUNG AIRPORT
NEW DELHI – 110 003

सत्यमेव जयते

भारत सरकार
नागरिक विमानन महानिदेशालय
सफदरजंग विमानपत्तन के सामने
नई दिल्ली – 110003

TELEPHONE: 91-11-24622495, 24622499, 24622500
AW
FAX : 91-11-24636291
E-mail : daw@dgca.nic.in

संख्या/Ref.: DGCA-25012(05)/55/2024-AW

दिनांक/Dated: 25.09.2024

DCP EOW-I

To,
The Office of The Dy. Commissioner of
Police, Economic Offences Wing,
New Administrative Building, 3rd Floor,
Commissioner Office, Dr. D N Road,
Mumbai-400001

पोलीस सह आयुक्त
आर्थिक गुन्हे विभाग, मुंबई

Subject: To Provide De-Registration Related Documents in Connection with Aircraft Seriai No. 208B2420 dated13.09.2024

Sir,

Please refer to your letter no. O.W.No. 328/DCP/EOW//2024 and email dated 21.09.2024 on the subject (Copy attached).

Applicant has submitted application online eGCA portal for de-registration of Cessna aircraft (MSN: 208B2420) Regn. Mark: VT-UDN. DGCA has de-registered subject aircraft from Indian civil aircraft registry based on documents were submitted by owner / operator. Enclosed herewith please find notified / certified copies of documents in respect of Cessna 208B aircraft as desired by your office.

25.9.2024
(M. Devula)
Director of Airworthiness
for Director General of Civil Aviation

Encl. As above
1. De-registration application
2. Copy of Certificate of Registration (C of R).
3. Consent of owner / All Board of Directors.
4. Confirmation of Deletion/ Deactivation of Mode S transponder code.
5. De-registration letter.

अपोनि वाघमारे

(दत्तात्रय बाकारे)
प्रभारी पोलीस निरीक्षक
कक्ष-७ (शेअर्स), आ.गु.वि., मुंबई
आ.क्र. 9059/24 दि. 01/10/24

Office of the Dy. Commissioner of Police (EOW) I Mumbai	
Inward No.	4252
Date	3/10/24
ACP	
Unit	Shares

Dy. Commissioner of Police
EOW-1 Mumbai

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SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059
Tel +91 22 42383940 41 42 43 Fax +91 22 42383945
Email mumbai@supremetransport.org Website www.supremetransport.org

******

REF. NO.: STOPL/UDN/2022-01 **DATED: 12.04.2022**

To,
The Director of Airworthiness,
O/o Directorate General Civil Aviation,
Technical Center, AurobindoMarg,
Opposite Safdarjung Airport,
New Delhi-110003

Sub: De-registration of C of R in respect of Cessna 208B, Regn. No. VT-UDN

Sir,

We, Supreme Transport Organization Pvt. Limited are registered Owner and Operator of Cessna 208B aircraft, Regn. No. VT-UDN.

Further, this is to inform that the subject aircraft was operating from Jaipur airport to Lalgarh Airstrip Rajasthan was met an accident on 07th August 2018, thereafter aircraft was kept grounded at Jaipur Airport in damaged condition.

It is therefore requested that kindly De-registered the Cessna 208, Regn. No. VT-UDN aircraft from DGCA aircraft Register.

Thanking you,

Yours faithfully
Supreme Transport Organization Pvt. Ltd.

Supreme Transport Organisation Pvt Ltd MUMBAI

Captain Ammeet K Agarwal
(Director, President & CEO)

Enclosed: Appendix-1

25.9.2024.
एम.देवुला / M. DEVULA
निदेशक उड्डन योग्यता
Director of Airworthiness

******

Certified that this is the copy of document submitted by applicant in eGCA online application portal.

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CA 27 (REV. 1997)

Certificate No. - 4782
Category - 'A'

Registration Mark

VT-UDN

GOVERNMENT OF INDIA
DIRECTORATE GENERAL OF CIVIL AVIATION
OPP. SAFDARJUNG AIRPORT, NEW DELHI-110003

CERTIFICATE OF REGISTRATION

Nationality & Registration Mark	Manufacturer and manufacturer's designation of aircraft	Aircraft Serial No.	Year of Manufacture
VT-UDN	**CESSNA AIRCRAFT COMPANY 1, CESSNA BOULEVARD, WHICHITA, KS 67215, USA** **CESSNA 208B**	**208B2420**	**2013**
Name of Owner/ Lessor Address: Nationality:	**SUPREME TRANSPORT ORGANISATION PVT LTD** **5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V. ROAD, ANDHERI (EAST), MUMBAI-400059** **INDIAN**		
Name of operator/ Lessee Address: Nationality:	**SUPREME TRANSPORT ORGANISATION PVT LTD** **5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V. ROAD, ANDHERI (EAST), MUMBAI-400059** **INDIAN**		
Usual Station	**JAIPUR**		
Validity of Lease:	Validity of Registration:	Signatures	
.....	.....		

It is certified that the above described aircraft has been duly entered in the register of India with effect from **14.06.2017** in accordance with the Convention on International Civil Aviation dated 7th Dec, 1944 and with the Aircraft Act, 1934 and rules made there under.

(RAJ KANWAR)
DY. DIRECTOR AIRWORTHINESS
Authorized Signatory

Date of Issue: 14.06.2017
New Delhi

Attested
25.9.2024

एम.देवुला / M. DEVULA
निदेशक उड़न योग्यता
Director of Airworthiness

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SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059
Tel +91 22 42383940 41 42 43 Fax +91 22 42383945
Email mumbai@supremetransport.org Website www.supremetransport.org

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REF. NO.: STOPL/UDN/2022-02 **DATED: 12.04.2022**

CONSENT OF OWNER/ALL BOARD OF DIRECTORS

This to certified that we, Supreme Transport Organization Pvt. Limited is the Owner and Operator of Cessna 208B aircraft, Registration No. VT-UDN and all board members of Director agreed and decided to De-register the said aircraft from DGCA Aircraft register.

Capt. Ammeet K Agarwal
(Director, President & CEO)

(Director)

(Director)

(Director)

(Director)

Supreme Transport Organisation Pvt Ltd MUMBAI

Certified that this is the copy of document submitted by applicant in eDGCA online application portal.

******

एम.देवुला / M. DEVULA
निदेशक उड़न योग्यता
Director of Airworthiness

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SUPREME TRANSPORT ORGANISATION PVT LTD
AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC186143 MSME REGD NO 27222200[illegible]
SUPREME SINCE 1983
Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059
Tel +91 22 42383940 41 42 43 Fax +91 22 42383945
Email mumbai@stopl.in Website www.stopl.in

******

REF. NO.: STOPL/UDN/2022-03 **DATED: 12.04.2022**

To,
The Director of Airworthiness,
O/o Directorate General Civil Aviation,
Technical Center, AurobindoMarg,
Opposite Safdarjung Airport,
New Delhi-110003

Sub: Deletion/deactivation of Mode "S" transponder code.

Dear Sir,

This is to confirm that Mode "S" transponder installed on Cessna Caravan 208B aircraft (Regn. No. VT-UDN) was completely damage and deactivated after met with an accident.

Further this is also confirmed that there is no used of this mode "S' transponder in future.

Thanking you,

For Supreme Transport Organisation Pvt Ltd

Supreme Transport Organisation Pvt Ltd Mumbai

Captain Ammeet K Agarwal
Director, President & CEO

******

25-9-2024.

एम.देवुला / M. DEVULA
निदेशक उड़न योग्यता
Director of Airworthiness

Certified that this is the copy of document submitted in eGCA online application portal by applicant.

GOVERNMENT OF INDIA
OFFICE OF THE
DIRECTOR GENERAL OF CIVIL AVIATION
OPP. SAFDARJUNG AIRPORT
NEW DELHI – 110 003, INDIA

सत्यमेव जयते

भारत सरकार
नागर विमानन महानिदेशक का कार्यालय

सफदरजंग विमानपत्तन के सामने
नई दिल्ली - ११० ००३, भारत

दूरभाष /Telephone : +91-11-24641450
फैक्स /Fax : +91-11-24643010
ई-मेल /E-Mail : daw.dgca@nic.in

संख्या/ Ref.: 2022/DAW/DRA/000000199
दिनांक/ Dated : 13-05-2022

To,

The Accountable Manager,
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED,
5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V. ROAD,, ANDHERI EAST, 400059

Subject: - De-registration of **AEROPLANE, VT-UDN, CESSNA 208B**, MSN:**208B2420** .

Dear Sir,

कृपया उपरोक्त विषय पर भेजे गए अनुरोध का सन्दर्भ ग्रहण करें। / Reference is made to your eApplication on the above subject.

अनुरोध आईडी/ eApplication Id:	2022/DAW/DRA/000000199
दिनांक/ Dated:	10-05-2022

This is to intimate that **AEROPLANE, VT-UDN, TEXTRON AVIATION INC. CESSNA 208B**, MSN: **208B2420** owned by **SUPREME TRANSPORT ORGANISATION PVT LTD, 5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V.ROAD, ANDHERI(EAST), , MUMBAI, MAHARASHTRA, INDIA, 400059** and operated by M/s **SUPREME TRANSPORT ORGANISATION PVT LTD, 5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V.ROAD, ANDHERI(EAST), , MUMBAI, MAHARASHTRA, INDIA, 400059** has been removed from the Indian Civil Aircraft register with effect from **13-05-2022**

भवदीय / Yours Faithfully,

(M DEVULA)
DEPUTY DIRECTOR (AIRWORTHINESS)
कृते महानिदेशक (नागर विमानन) / /For Director General of Civil Aviation

Signature Not Verified
Signed by: M Devula

Attested
25.9.21.
एम.देवुला / M. DEVULA
निदेशक उड़न योग्यता
Director of Airworthiness

Urgent: Notice U/S 91, 160 Criminal Procedure Code

सदैव तत्पर, सदैव मदतीस

सत्यमेव जयते

Senior Inspector of Police, Unit 7 (Shares)
Economic Offences Wing, Mumbai
3rd Floor, New Administrative Building,
Office of Police Commissioner Office Compound, Mumbai 400 001.
E-mail.: srpiunit5.eowmum@mahapolice.gov.in
Telephone no.- 022 22620787, 22620111.

O.W no- 857 /EOW/Unit 7 (Shares)/2024, Date-10 /05/2024

To,
Manager,
Axis Bank Ltd.,
7th Floor, Axis House,
C-2, Wadia International, Centre
Pandurang Budhkar Marg,
Mumbai, Maharashtra 400025.

Subject: - About furnishing of documents in EOW C.R. No. 32/2024.

Economic Offences Wing, Mumbai has registered a case vide C.R. No. 32/2024 u/s 409, 420, 465, 467, 468, 471, 34 I.P.C (Sahar Police Station FIR No. 464/2024) against Mr. Amit Agarwal.

The complaint lodged by Shri. Vikas Shukla on behalf of Michiel Kneefel, against accused namely Mr. Ammeet Agarwal, aged- 35 years. Who is in custody of EOW, Mumbai.

During the course of investigation, it is necessary to get the information on following points.

1. Is the Accused Mr. Ammeet Agarwal or Supreme Transport Organisation Pvt. Ltd. being a customer of your Axis Bank, Mumbai? If yes please then provide the account number along with KYC documents which is furnished at the time account opening.

2. Is the Accused Mr. Amit Agarwal or Supreme Transport Organisation Pvt. Ltd. has taken any loan from your Axis Bank, Mumbai? If yes then please provide the information that..
   a. Loan Account Number-
   b. Loan Amount-
   c. Purpose of Loan-
   d. Tenure of Loan-
   e. Rate of Interest-
   f. Mortgage details-
   g. Hypothecation details-
   h. Term sheet-

AXIS BANK LTD. Corporate Office Mumbai

received on 10/5/24.

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3. Is the Accused Mr. Amit Agarwal or Supreme Transport Organisation Pvt. Ltd. defaulting the said Loan? If yes, then details of legal action taken by Axis Bank, Mumbai.

4. Do the Axis Bank, Mumabi have any information about the alleged Aircraft selling by accused Mr. Amit Agarwal? If yes please mentioned the source of information.

5. Do the Axis Bank, Mumbai has taken any legal action on accused Mr. Amit Agarwal after knowing about alleged aircraft selling? If yes, then provide the details of action taken.

6. Do the Axis Bank, Mumbai has ever contacted to NCLT, Mumbai regardir the alleged Aircraft selling by accused Mr. Amit Agarwal? If yes, the provide information.

I hereby directed to you provide the above-mentioned information along wit relevant documents with 65 B certificate according to Indian Evidence Act c receipt of this letter for the purpose of investigation.

Given Under My Hand and Seal.

Sr. Inspector of Police
Economics Offences Wing, Mumbai.

(Rajesh Kasare),
Senior Inspector Of Police,
Unit 7 (Shares), EOW, Mumbai

AXISB/MWBC/PR/2023-24/386

10th May 2024

To,
Economic Offenses Wing,
Senior Inspector of Police,
Unit 7, 3rd Floor,
New Administrative Building,
Office of Police Commissioner office compound,
Mumbai- 400 001

Re: Supreme Transport Organisation Pvt Ltd- Submission of Documents- CR No 32/2024

Dear Sir,
We refer to your letter dated 10.05.2024 bearing reference No. OW No857/ EOW/ Unit 7/ 2024. In this regard, as requested, we are enclosing herewith the documents as mentioned in Annexure-I:

Our comments w.r.t to the clarification sought by you are as follows:

1. **Is the accused Mr Ameet Agarwal or Supreme Transport Organisation Pvt Ltd being a customer of Axis Bank, Mumbai? If yes please provide the account number alongwith KYC documents which is furnished at the time of account opening?**

- Supreme Transport Organisation Pvt Ltd is a Customer with Axis Bank with ID No. 873601736. The details w.r.t. Mr Ameet Agarwal, if any, shall be furnished in due course of time.

2. **Is the accused Mr Ameet Agarwal or Supreme Transport Organisation Pvt Ltd has taken any loan from Axis bank Ltd? If yes please provide the information that:**
   a) Loan account No- 917060029132404
   b) Loan amount- Total admitted claim under CIRP- Rs. 18.06 crore
   c) Purpose of loan - As per sanction letter dated 27.03.2017 & 27.03.2018
   d) Tenure of Loan - As per sanction letter dated 27.03.2017 & 27.03.2018
   e) Rate of interest – 1 Year MCLR+ 2.75%
   f) Mortgaged details- Enclosed
   g) Hypothecation details-enclosed
   h) Term sheet – As per sanction letter dated 27.03.2017 & 27.03.2018

3. **Is the accused Mr Ameet Agarwal or Supreme Transport Organisation Pvt Ltd defaulting said loan? If yes give the details of the legal action taken by Axis Bank:**

The account turned NPA on 30.07.2019. NPA intimation letter dated 25.11.2019 is enclosed herewith.

The legal steps taken by Axis Bank is as under:

DRT: We have filed Original application before DRT- Mumbai. Copy enclosed.

SARFAESI- We have issued 13(2) notice under SARFAESI. Copy enclosed.

IBC/NCLT-

- We had filed section 7 application under IBC, 2016. The same has been admitted on 08.09.2023 and Mr Prashant Jain has been appointed as an IRP.

Received original
10/05/24

- Post admittance of the corporate debtor under NCLT vide NCLT order dated 15.09.2023, one of the suspended Directors (Mr. Ammeet Agarwal) filed an appeal before Hon'ble NCLAT against the aforesaid NCLT order.
- NCLAT vide its order dated 15.09.2023 directed the borrower to deposit Rs. 10.49 crore (Principal Outstanding) with the NCLAT within 30 days of the order and directed IRP not to form a COC. Further, the borrower submitted that he shall pay reasonable interest and shall approach the Bank with regard to settlement regarding interest.
- On 12th October 2023 Mr. Ammeet Agarwal filed one more application before in Hon'ble NCLAT seeking permission to sell two unencumbered properties belonging to Corporate Debtor(CD) in Delhi and Bangalore respectively (Valued at around Rs. 10.50 crore) to comply with the order dated 15.09.2023 of Hon'ble NCLAT of depositing Rs.10.49 crore.
- NCLAT vide Order dated 16.10.2023, rejected the said application on the ground that such permission cannot be granted since the CIRP of the Corporate Debtor had already commenced. However, NCLAT granted further 30 days' further time to the Appellant (Mr Ammeet Agarwal) to make the requisite deposit and kept the matter on 20.11.2023.
- As the borrower could not arrange Rs. 10.50 crore within 30 days, in compliance with the NCLAT order dated 16.10.2023, Interim Resolution Professional formed a COC and 1st COC was held on 04.12.2023. CIRP process is underway and Four COC meetings have been held so far. Copy of the minutes of meeting of COC enclosed.
- Mr Ammeet Agarwal had submitted the resolution plan under section 12 A which has been rejected by COC. NCLT order dated 09.05.2024 enclosed.

4. Do the Axis Bank, Mumbai have any information about the alleged Aircraft selling by the accused Mr Agarwal? If yes, mention the source of information.

- We had received an intimation letter dated 24.04.2023 from Mr. Rakesh Walia regarding sell of aircraft. (copy of the letter attached)
- Additionally. Contempt Petition filed by Mr. Vimal Agarwal and Mr. Girish Agarwal against Kamal Agarwal, Mr. Ameet Agarwal and Mr. Akash Agarwal and copy of application filed by Mr. Kamal Agarwal & Others against Mr. Vimal Agarwal & Anr for vacating the interim order dated 18th May 2023 whereby restraining from proceeding with sell of aircraft. Both copies attached.

5. Do Axis Bank, Mumbai had taken any legal action on accused Mr Ammeet Agarwal after knowing about alleged aircraft selling? If yes, please provide the details of action:

- Status quo was already granted by NCLT by order dated 05.12.2022 in the matter of CA 625/2022 in CP/88(MB)2015 filed by Mr Vimal Agarwal & ors.
- Further, we had obtained stay order dated 23rd June 2023 from NCLT and pursuant to commencement of CIRP by NCLT vide order dated 08.09.2023, moratorium was imposed.

6. Do Axis Bank, Mumbai has ever contacted to NCLT, Mumbai regarding the alleged Aircraft selling by accused Mr Ammeet Agarwal? If yes, then provide information.

- Status quo was already granted by NCLT by order dated 05.12.2022 in the matter of CA 625/2022 in CP/88(MB)2015 filed by Mr Vimal Agarwal & ors.

If any information and documents are required, please do let us know. We shall produce the same as and when required.

Yours faithfully,

Prakash Rao
Vice President, Axis Bank Ltd

Annexure- I

Sr No	Particulars	Date
1.	Sanction Letter	27.03.2018
2.	Sanction Letter	27.03.2017
3.	Record of Mortgage	03.04.2017
4.	Term Loan Agreement	30.03.2017
5.	Deed of Hypothecation	30.03.2017
6.	MOE	31.03.2017
7.	NPA intimation letter	25.11.2019
8.	Recall Notice	28.02.2020
9.	13 2 Notice	24.08.2020
10.	Copy of DRT Suit	
11.	Copy of NCLT application e receipt	
12.	Copy of IA filed in NCLT application	
13.	NCLT orders	

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AXISB/MWBC/PR/2023-24/386

10th May 2024

To,
Economic Offenses Wing,
Senior Inspector of Police,
Unit 7, 3rd Floor,
New Administrative Building,
Office of Police Commissioner office compound,
Mumbai- 400 001

Re: Supreme Transport Organisation Pvt Ltd- Submission of Documents- CR No 32/2024

Dear Sir,
We refer to your letter dated 10.05.2024 bearing reference No. OW No857/ EOW/ Unit 7/ 2024. In this regard, as requested, we are enclosing herewith the documents as mentioned in Annexure-I:

Our comments w.r.t to the clarification sought by you are as follows:

1. **Is the accused Mr Ameet Agarwal or Supreme Transport Organisation Pvt Ltd being a customer of Axis Bank, Mumbai? If yes please provide the account number alongwith KYC documents which is furnished at the time of account opening?**

- Supreme Transport Organisation Pvt Ltd is a Customer with Axis Bank with ID No. 873601736. The details w.r.t. Mr Ameet Agarwal, if any, shall be furnished in due course of time.

2. **Is the accused Mr Ameet Agarwal or Supreme Transport Organisation Pvt Ltd has taken any loan from Axis bank Ltd? If yes please provide the information that:**
   a) Loan account No- 917060029132404
   b) Loan amount- Total admitted claim under CIRP- Rs. 18.06 crore
   c) Purpose of loan - As per sanction letter dated 27.03.2017 & 27.03.2018
   d) Tenure of Loan - As per sanction letter dated 27.03.2017 & 27.03.2018
   e) Rate of interest – 1 Year MCLR+ 2.75%
   f) Mortgaged details- Enclosed
   g) Hypothecation details-enclosed
   h) Term sheet – As per sanction letter dated 27.03.2017 & 27.03.2018

3. **Is the accused Mr Ameet Agarwal or Supreme Transport Organisation Pvt Ltd defaulting said loan? If yes give the details of the legal action taken by Axis Bank:**

The account turned NPA on 30.07.2019. NPA intimation letter dated 25.11.2019 is enclosed herewith.

The legal steps taken by Axis Bank is as under:

DRT: We have filed Original application before DRT- Mumbai. Copy enclosed.

SARFAESI- We have issued 13(2) notice under SARFAESI. Copy enclosed.

IBC/NCLT-

- We had filed section 7 application under IBC, 2016. The same has been admitted on 08.09.2023 and Mr Prashant Jain has been appointed as an IRP.

AXIS BANK

- Post admittance of the corporate debtor under NCLT vide NCLT order dated 15.09.2023, one of the suspended Directors (Mr. Ammeet Agarwal) filed an appeal before Hon'ble NCLAT against the aforesaid NCLT order.

- NCLAT vide its order dated 15.09.2023 directed the borrower to deposit Rs. 10.49 crore (Principal Outstanding) with the NCLAT within 30 days of the order and directed IRP not to form a COC. Further, the borrower submitted that he shall pay reasonable interest and shall approach the Bank with regard to settlement regarding interest.

- On 12th October 2023 Mr. Ammeet Agarwal filed one more application before in Hon'ble NCLAT seeking permission to sell two unencumbered properties belonging to Corporate Debtor(CD) in Delhi and Bangalore respectively (Valued at around Rs. 10.50 crore) to comply with the order dated 15.09.2023 of Hon'ble NCLAT of depositing Rs.10.49 crore.

- NCLAT vide Order dated 16.10.2023, rejected the said application on the ground that such permission cannot be granted since the CIRP of the Corporate Debtor had already commenced. However, NCLAT granted further 30 days' further time to the Appellant (Mr Ammeet Agarwal) to make the requisite deposit and kept the matter on 20.11.2023.

- As the borrower could not arrange Rs. 10.50 crore within 30 days, in compliance with the NCLAT order dated 16.10.2023, Interim Resolution Professional formed a COC and 1st COC was held on 04.12.2023. CIRP process is underway and Four COC meetings have been held so far. Copy of the minutes of meeting of COC enclosed.

- Mr Ammeet Agarwal had submitted the resolution plan under section 12 A which has been rejected by COC. NCLT order dated 09.05.2024 enclosed.

4. Do the Axis Bank, Mumbai have any information about the alleged Aircraft selling by the accused Mr Agarwal? If yes, mention the source of information.

- We had received an intimation letter dated 24.04.2023 from Mr. Rakesh Walia regarding sell of aircraft. (copy of the letter attached)

- Additionally. Contempt Petition filed by Mr. Vimal Agarwal and Mr. Girish Agarwal against Kamal Agarwal, Mr. Ameet Agarwal and Mr. Akash Agarwal and copy of application filed by Mr. Kamal Agarwal & Others against Mr. Vimal Agarwal & Anr for vacating the interim order dated 18th May 2023 whereby restraining from proceeding with sell of aircraft. Both copies attached.

5. Do Axis Bank, Mumbai had taken any legal action on accused Mr Ammeet Agarwal after knowing about alleged aircraft selling? If yes, please provide the details of action:

- Status quo was already granted by NCLT by order dated 05.12.2022 in the matter of CA 625/2022 in CP/88(MB)2015 filed by Mr Vimal Agarwal & ors.

- Further, we had obtained stay order dated 23rd June 2023 from NCLT and pursuant to commencement of CIRP by NCLT vide order dated 08.09.2023, moratorium was imposed.

6. Do Axis Bank, Mumbai has ever contacted to NCLT, Mumbai regarding the alleged Aircraft selling by accused Mr Ammeet Agarwal? If yes, then provide information.

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If any information and documents are required, please do let us know. We shall produce the same as and when required.

Yours faithfully,

Prakash Rao

Prakash Rao
Vice President, Axis Bank Ltd

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AXIS BANK

SANCTION LETTER

Ref.: AXISB/SME/MUM-IB/A5/174/2016-17

Date: 27.03.2017

Supreme Transport Organisation Pvt Ltd
5/B-34, Akshay Mittal Industrial Estate,
M.V. Road Andheri (East)
Mumbai - 400059

Dear Sir,

Re: Sanction of Credit facilities

With reference to your request and our discussions, we are pleased to advise the sanction of following credit facilities as per the terms and conditions stipulated in the **Appendix-A** enclosed herewith.

(Rs. in Crores)

Facility	Sanction Limits
Term loan	12.50
Invoice Bill Discounting	12.40
Total	**24.90**

Please arrange to return duplicate copy of this sanction letter to Mr. Kafilur Rahman (Asstt. Vice President & Head CCSU Andheri) (Contact No. - 9987487596), Corporate Credit Service Unit- Andheri, Senorita, Plot No.21, Gulmohar Road, Near Juhu Circle, Vile Parle (West), Mumbai – 400049 duly signed by the authorized signatories of the Company and guarantors if any in token of having accepted all the terms & conditions and be in touch with Shri Kafilur Rahman for completion of documentation and other related formalities.

You are also requested to be in touch with Ms. Anjali Shrivastav (Cell No.9820134764), Relationship Manager for further assistance in the matter.

Yours sincerely

Anjali Shrivastav
SM & Relationship Manager

Swati Chandak
DVP & Head, SME Centre

Encl: As Above

AXIS BANK

SME Centre, Mumbai-1B

Appendix-A Terms & Conditions

Supreme Transport Organisation Pvt Ltd

Andheri East Branch-328 SOL ID

<table>
<tr><td>(A)</td><td>Facility</td><td>:</td><td>Term loan (TL)</td></tr>
<tr><td>1.</td><td>Limit</td><td>:</td><td>Rs. 12.50 Crores</td></tr>
<tr><td>2.</td><td>Purpose</td><td>:</td><td>For Purchase of Cessna Caravan Aircraft.</td></tr>
<tr><td>3.</td><td>Security</td><td>:</td><td>As mentioned separately</td></tr>
<tr><td>4.</td><td>Margin (own contribution)</td><td>:</td><td>30.55%

Project cost of Rs 18.00 crs. should be funded as follows:
<table>
<tr><th>Means of Finance</th><th>Amt (Rs. In crs)</th><th>(%)</th></tr>
<tr><td>Promoters Margin (USL/Equity/Premium/CCD)</td><td>5.50</td><td>30.55%</td></tr>
<tr><td>Term loan</td><td>12.50</td><td>69.45%</td></tr>
<tr><td>Total</td><td>18.00</td><td>100%</td></tr>
</table>
At the time of disbursement, the Promoters margin can be brought in the form of USL. However company to submit an undertaking that the same will be converted into Equity/0% coupon CCD within 3 months from the date of initial disbursement.</td></tr>
<tr><td>5.</td><td>Rate of interest</td><td>:</td><td>1Y MCLR +2.75% i.e. 11.00% p.a.
(To be reset after every year from the date of disbursement)
Axis Bank 1 Year MCLR is at 8.25% p.a. at present. MCLR rates would be reviewed every month by the Bank. However MCLR charged to customer may remain same till the next reset date irrespective of rate changes in the interim period.</td></tr>
<tr><td>6.</td><td>Tenor</td><td>.</td><td>90 months (including Moratorium period of 6 months from the date of initial disbursement)</td></tr>
<tr><td>7.</td><td>Repayment</td><td>:</td><td>
<table>
<tr><th>No of Installments</th><th>Installment Per month</th><th>Total (Rs. In crs)</th></tr>
<tr><td>12</td><td>1050000</td><td>1.26</td></tr>
<tr><td>12</td><td>1050000</td><td>1.26</td></tr>
<tr><td>12</td><td>1050000</td><td>1.26</td></tr>
<tr><td>12</td><td>1050000</td><td>1.26</td></tr>
<tr><td>12</td><td>2100000</td><td>2.52</td></tr>
<tr><td>12</td><td>2100000</td><td>2.52</td></tr>
<tr><td>11</td><td>2100000</td><td>2.31</td></tr>
<tr><td>1</td><td>1100000</td><td>0.11</td></tr>
<tr><td>84</td><td></td><td>12.50</td></tr>
</table>
Interest to be services as and when applied for.</td></tr>
<tr><td>8.</td><td>Prepayment</td><td>:</td><td>Penal charges are levied @ 2.00% in case of pre-payment OR take-over of Term Loan facilities by other Banks/FIs. The pre-payment charges shall be levied on entire outstanding balance at the time of such pre-payment or take-over.</td></tr>
<tr><td>9.</td><td>Last Date of Drawdown</td><td>:</td><td>Unless otherwise agreed by the Bank in writing, drawals from the loan shall not be permitted beyond 6 months from the date of sanction. Any drawals after this date would be on such terms and conditions as may be acceptable to the Bank.</td></tr>
<tr><td>10.</td><td>Other covenants</td><td>:</td><td>• The company to arrange Hull Insurance at the time of shipping of aircraft from Foreign Country to Destination Country.
• Hypothecation Clause to be present in Hypothecation Agreement</td></tr>
</table>

			specific to Aircraft • Air Operator Permit has to be in place and the same is issued by DGCA to Company and the same to be Non Scheduled in nature • The company to arrange noting to DGCA for Hypothecation Charge of Aircraft in favour of Axis Bank Limited • At all times, the aircraft has to be fully insured. Renewed insurance policy to be submitted before expiry of period prior to 7 days of its expiry. • The company to submit Certificate of Airworthiness and Certificate of Registration of aircraft from DGCA within 45 days of the disbursement. • The borrower shall provide a certificate from Chartered Accountant (Statutory Auditor), to the satisfaction of the Bank, certifying contribution/margins brought in by the borrower. • The borrower shall provide a certificate from Chartered Accountant (Statutory Auditor) within 1 month from the date of disbursement of the term loan certifying the end use of term loan availed from the Bank.

(B)	Facility	:	Invoice Discounting
1.	Limit	:	Rs.12.40 Crores
2.	Purpose	:	For Working Capital Purpose
3.	Security	:	As mentioned separately
4.	Rate of interest	:	3 Months MCLR + 1.45% i.e. 9.50% p.a. (To be reset after every three months from the date of disbursement) Axis Bank three months MCLR is at 8.05% p.a. at present. MCLR rates would be reviewed every month by the Bank. However MCLR charged to customer may remain same till the next reset date irrespective of rate changes in the interim period.
5.	Usance		Maximum usance of 120 days
6.	Tenor		One year from the date of sanction.
7.	Margin		15%
8.	Other covenants		• Invoice discounting shall be with full recourse to the borrower. • Invoice discounting will only be extended for bills of ✓ General Motors India Pvt Ltd ✓ Mercedes Benz India (P) Ltd ✓ Wipro GE Healthcare (P) Ltd ✓ ABB India Ltd ✓ Expenditors International India Pvt Ltd. • Discounting of invoices shall be subject to acceptance of invoices by the above Corporates i.e., facility shall be 'accepted invoice discounting'. • Margin on invoices be made available to Company subject to NIL overdues in TL.
9.	Other conditions	•	• POA/Letter, confirming payments directly to the designated account (escrow account without cheque book) maintained with our bank, shall be submitted by the company. • The company to submit an undertaking to maintain Gearing and Current Ratio as estimated for FY17 & FY18. Shortfall in estimated profits shall be met by promoters' infusion. • Copy of accepted/acknowledged invoice containing our escrow account number shall be obtained prior to discounting. • Invoices discounted with Axis Bank shall be deducted from the

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			monthly stock statements submitted for the working capital facilities of the company to Kotak Mahindra Bank for the purpose of calculation of drawing power. An undertaking to be submitted by the company in this behalf.

Security
Invoice Discounting:
Primary: Hypothecation over receivables of the following corporates:

- ✓ General Motors India Pvt Ltd
- ✓ Mercedes Benz India (P) Ltd
- ✓ Wipro GE Healthcare (P) Ltd
- ✓ ABB India Ltd
- ✓ Expenditors International India Pvt Ltd.

Collateral:

- Extension of Hypothecation & Escrow of receivables of agreement executed between Rajasthan Government, both present and future.
- Extension of Hypothecation charge over Cessna Caravan Aircraft to be purchased from the term loan.

Term Loan:
Primary

- Hypothecation& Escrow of receivables of agreement executed between Rajasthan Government present and future.
- Hypothecation charge over Cessna Caravan Aircraft to be purchased from the term loan.

Common Collateral:

- Equitable Mortgage over commercial property land with structure bearing survey no. 102/A, 103/ 1/2A and 103/2A situated at Village: Khanavle, Taluka Panvel. Area of 5460 sq. meters, in the name of the Supreme Transport Organisation Private Limited.
- Equitable Mortgage over office located at Akshay Mittal Industrial premises Co-operative society limited, Shop B-32, Building No- 5/B, MV Road, Andheri (East). Area- 855 sq ft (Built Up area) In the name of the Supreme Transport Organisation Private Limited.
- Equitable Mortgage over commercial property land with structure in the name of Supreme Transport Organization Private Limited at Paldi, Kankaj Taluka, Daskoi, Ahmedabad.
- Company to build DSR by way of Fixed Deposit of Rs 50.00 lacs along with security creation of the Aircraft. Banks' lien to be placed on the Fixed Deposit.

Personal Guarantee:
Mr. Kamal Agarwal
Mr. Ammeet Agarwal
Mr. Akash Agarwal
Mr.Vimal Agarwal
Mr. Girish Agarwal

Other Terms & Conditions applicable to all the Credit Facilities

Validity of sanction	The sanction shall be valid for acceptance up to a period of one month from the date of sanction, during which time the terms of the facility would have to be accepted by the Borrower.
Tenor	One year from the date of sanction.
Processing fee	Non-refundable processing fees of Rs.25 Lacs plus applicable taxes payable upfront. *The fee may be paid by* either of the following ways : • By cheque favouring Axis Bank - Processing fee A/c No:

Page 3 of 10

	1394149001115; or • By specific Debit Advice to the Bank for debiting the firm's account maintained with the Bank and crediting Axis Bank - Processing fee A/c No: 1394149001115. **The borrower to undertake that:-** "I/We hereby acknowledge receipt of the original of the above letter and accept the offer contained therein and undertake to comply with the terms and conditions. I/We also authorise you to debit the processing fee/ charges as mentioned in the sanction letter to our account with your bank".
Documents	As per the Bank's documentation manual.
Insurance	All the assets charged to the Bank are to be insured for full value covering all risks with usual Bank clause. A copy of the insurance policie(s) to be furnished to the Bank within 30 days from the date of first disbursement. Please note that the said policy(ies) shall be renewed atleast seven days prior to the due date/s of the policy(ies), failing which, Bank reserves the right to debit your account with the amount of the premium and to pay the said amount directly to the insurance Company for renewal of the said policy(ies). This action of the bank however does not place any responsibility on the bank to renew the policy(ies). The bank will not be responsible for any delay in or for inadequate insurance cover and any consequences thereof. Insurance policies should be renewed on time and be adequate to cover the market value of our security. In respect of building held as security insurance should be such that it covers prevailing market rate of construction cost of the total built up area. Further, in respect of insurance of goods/ stocks held as security, insurance cover should be for the peak level of goods/stocks and in case of Plant & Machinery insurance cover should be either for the invoice value or for the value assessed by insurance Firm based on redeemable cost.
Financial Follow-up Reports (FFR)	FFR to be submitted as under • FFR I: Within 6 weeks from the close of each quarter to which it relates. • FFR II: Within 8 weeks from the close of the half year.
Stock statement	Not applicable
Inspection	1. Inspection of stock/securities/books of the borrower would be carried out as per calendar decided by the Bank. The cost of inspection to be borne by the Firm. 2. Bank reserves the right to conduct inspection of books of account/stocks by external CA firm as and when felt necessary. 3. Immovable properties offered as security are to be visited by the RM/ local SME Centre official and a report be submitted to SME Mumbai SME Centre Head. The report to be held by CBB on record prior to disbursement. Post which regular visit to immovable properties offered as security to be done by SRM at least once a year.
Basis of Valuation Book-Debts	Not applicable
Penal Interest	• Delay/non submission of stock statements/FFR will attract penal interest of 1% p.a. • Any overdrawing in the account will attract penal interest @2.00% p.a. on the overdue amount. In case of running accounts like Cash Credit, if the overdrawing is on more than three occasions in a calendar month then the penal rate of 2% per annum will be charged on the entire

	outstanding in the account. • Non-compliance of terms and conditions, including financial irregularity / security creation, shall attract penal charges of 2% p.a., payable monthly. • For Non-creation of security (either primary or collateral or both has not been created): 2% per annum on the outstanding amount of Fund-Based credit facilities released. For non-fund based facilities, additional commission @ 0.50% p.a. on the outstanding amount shall be levied as penal charges. • In case of expiry of working capital limits, 1% per annum on the amount of fund based credit facilities. • Aggregate penal interest in case of multiple breaches shall not exceed 2% for a particular credit facility. • Penal charges are levied @2.00% in case of pre-payment OR take-over of working capital credit facilities (FB only)- before one year from the date of original/first sanction. Thereafter no prepayment charges applicable for working capital credit facilities. • The pre-payment charges shall be levied on entire outstanding balance at the time of such pre-payment or take-over. • Total penal interest in case of multiple breach shall not exceed 2% p.a.
Other covenants	• The borrower should undertake not to divert working capital funds for long- term purposes. • The borrower will maintain its net working capital position equal to or above the levels furnished in its projections for working capital finance. In the event of difference of opinion arising as to what constitute current assets and current liabilities, the Bank's decision will be final and binding on the borrower. • The company shall submit an unconditional undertaking to the effect that in case shortfall in estimated/projected cash accruals it will bring in additional funds required from its own sources without recourse to the Bank. • Our bank's name as financer should be prominently displayed/painted on all assets financed out of bank's finance/hypothecated to our bank. Inspecting officials during periodic visit should verify the position. • The Bank shall, at its discretion, obtain a confidential credit report on the borrower from its existing lenders
Pre-Disbursement Conditions	• Satisfactory Credit opinion report from Kotak Mahindra Bank to be obtained before disbursement. • Title clearance report & Valuation report of all immoveable properties offered as security to be obtained before disbursement from Bank's empanelled advocate/valuer. • The company to undertake to maintain security cover of minimum of 100% of the term loan exposure with Axis Bank. In case of any shortfall in the value of the security, the same shall be made good by liquid collateral. • Entire documentation including mortgage of immovable property and personal/corporate guarantees shall be executed upfront. • The company is allowed time of 30 days for hypothecation of the aircraft. • Unless otherwise agreed by the Bank in writing, drawals from the loan shall not be permitted beyond 30.06.2017. Any drawals after this date would be on such terms and conditions as may be acceptable to the Bank.

	• Disbursement shall be made directly to the vendor as far as possible after obtaining documentary evidence as per extant policy of our Bank. • NOC from Kotak Mahindra Bank for excluding names of corporates being funded by Axis Bank and receivables from Rajasthan Government to be submitted within 30 days from the date of first disbursement. • The company shall undertake to complete the security creation for the aircrafts within 30 days from the date of initial disbursement of credit facility failing which penal charge at 2% p.a. shall be levied on total outstanding amount. • Disbursement shall be restricted to Rs.12.50 Crores pending NOC and security creation for the aircraft. • CA Certified net worth statements of all the directors/guarantors in the bank's prescribed format to be obtained before release of limits. • Inspection report pertaining to the office/unit, property and aircraft to be submitted before release of limit. • Company to undertake to place proportionate banking business with us. • The company to submit the following annexures before disbursement of limit: a. Connected lending undertaking on the letter head of the Company b. Beneficial ownership letter on the letter head of the Company c. Due Diligence Certificate by CS d. Annexure I under multiple banking arrangements
Disbursement Modality	a. Disbursement shall be restricted to Rs.12.50 crores pending NOC from Kotak Bank and security creation for the aircraft. b. Balance Rs.12.50 Crores be released post receipt of NOC from Kotak Bank and security completion.
Other covenants	➢ Stock/Book Debts Audit to be conducted annually. ➢ The company to provide free access entry of our bank officials/representatives at all times at the offices/sites of the company. ➢ Our bank's name as financer should be prominently displayed/painted on all assets financed out of Bank's finance/hypothecated to our bank. Inspecting officials during periodic visit should verify the position. ➢ The borrower will furnish information/documents including quarterly/annual financial accounts as may be required by the Bank for review/renewal of credit facility now sanctioned. ➢ The bank has a right to revise the pricing of any or all of the credit facilities if there is deterioration in the credit rating of the borrower. ➢ The company to undertake that no further loans from any Bank/FIs other than Axis Bank shall be taken without approval/permission of Axis Bank. ➢ Interest may not be paid to the unsecured lenders. However, in the event of the same to be paid the same shall be subservient to the interest payable to our Bank. ➢ Search on web portal of CERSAI as per extant internal bank guidelines to be ensured. ➢ The firm to undertake to induct additional funds from its own sources as and when required for smooth operation.

Specific Terms & Condition

- The Borrower will keep the Bank advised of any circumstances adversely affecting their financial position including any action taken by any creditor, Government authority against them.

- The borrower shall pay the charges to the Bank as per the Banks standard schedule of charges for various services rendered by the Bank.
- Any other terms and conditions, which are not specifically covered herein but stipulated in the sanction, should be strictly complied with, including those stipulated by other banks, if any, under consortium / multiple banking arrangements.

GENERAL TERMS & CONDITIONS
(Applicable to the above referred facilities)

1.	Notwithstanding what is contained elsewhere in the facility document / loan document and/or any other documents, which have been executed by the Bank and the Borrower, Borrower is aware of the fact that the Bank at its sole discretion, without assigning any reason or without prior notice, can cancel and/or withdraw the unavailed limit as sanctioned by the Bank. The said withdrawal shall not absolve the borrower of any of its liability to repay the availed amount.
2.	The Bank may at its sole discretion disclose such information to such institution(s) / bank in connection with the credit facilities granted to the borrower if requested by them.
3.	Loans to directors/ associates and other related entities shall be made only with our prior consent in writing.
4.	The borrower shall adhere to any other covenant stipulated by the Bank from time to time.
5.	The borrower will keep the Bank informed of the happening of any event likely to have substantial effect on its business or profit. If, for instance, the monthly incomes are substantially less than what had been indicated to the Bank, the borrower will inform the Bank accordingly with explanations and the remedial steps proposed to be taken.
6.	The borrower shall forward to the Bank, provisional balance sheet and Profit & Loss Account within 3 months of year-end and audited accounts within 6 months of year-end.
7.	The Bank will have the right to examine at all times, the borrower's books of accounts and to have the its offices / sites / factory (ies) / stocking points inspected from time to time by officer(s) of the bank and / or qualified auditors and / or technical experts and / or management consultants of the Bank's choice. Cost of such inspection shall be borne by the borrower.
8.	During the currency of the Bank's facilities, the borrower will not without the permission of the Bank in writing: - Invest by way of share capital in or lend or advance funds to place deposits with any other concerns, except in normal course of business or as advances to employees. - Undertake guarantee obligations on behalf of any other borrower or any third party except in normal course of its business. - Formulate any scheme of amalgamation with any other borrower / third party or reconstitution any borrower or third party. - Withdraw monies brought in by key promoter / depositors. - Implement any scheme of expansion or acquire fixed assets of substantial value, other than the envisaged project. - Effect any change in management & Capital structure. - Enter into borrowing arrangement either secured or unsecured with any other bank or financial institutions, company or otherwise. - Grant Loans to Promoter / associates and other companies. - Make any repayment of the loans and deposits and discharge other liabilities except those shown in the funds flow statement submitted from time to time;
9.	The borrower shall keep the bank advised of any circumstances adversely affecting the financial position of their subsidiary company (ies) if any, including any action taken by any creditor against the subsidiary company (ies).
10.	The Bank will be free to suitably modify the terms and conditions detailed above whenever considered necessary. This will, of course, be done in consultation with the borrower.
12.	Please note that the Bank shall not renew / enhance the limit granted or to be granted to

	the Borrower otherwise than at the Bank's sole and absolute discretion and in no circumstances the loan amount shall at any one time exceed in the aggregate with interest thereon and other costs, if any, such limit as the Bank may, from time to time, decide in respect of each facility or in the aggregate.
13.	The Bank has a right to cancel / suspend / reduce any of the borrowing / banking facility so granted and to alter / amend / vary the terms of Bank's sanction including the rate of interest / margin / repayment period at the Bank's sole discretion without having to assign any reason.
14.	The Bank reserves the right to discontinue the facility and to withhold / stop any disbursement without giving any notice in case of non-compliance / breach of any terms and conditions stipulated herein and from time to time as also in the relevant documents or any information / particulars furnished to us is found to be incorrect or in case of any development or situations in the opinion of the bank, its interest will be / is likely to be prejudicially affected by such continuation or disbursement.
15.	The borrower not to pay any consideration by way of commission, brokerage, fees or any other form to guarantors directly or indirectly.
16.	The interest per annum means interest for 365 days irrespective of leap year.
17.	The Borrower and Guarantor(s) shall be deemed to have given their express consent to the Bank to disclose the information and data furnished by them to the Bank and also those regarding the credit facility/ies enjoyed by the borrower, conduct of accounts and guarantee obligations undertaken by the guarantor to the Credit Information Bureau (India) Ltd. ("CIBIL"), or RBI or any other agencies specified by RBI who are authorized to seek and publish information upon signing the copy of the sanction letter. The Borrower and Guarantor(s) further agree that they shall further execute such additional documents as may be necessary for this purpose.
18.	The credit facilities granted will be subject to RBI guidelines / Bank's policies from time to time
19.	The Bank reserves the right to get the loan rated by external agencies. The cost of the same shall be borne by the borrower. The borrower would extend necessary co-operation in this regard.
20.	The Bank reserves the right to revise the spread over BPLR / (any other benchmark rate fixed by the Bank) on the loan, - If the Reserve Bank of India revises the standard provision on assets and / or - If the Reserve Bank of India enhances the risk weights for assets and / or - Any external rating agency downgrades the loan. Such revision in spread will however be restricted only to the actual cost impact to the Bank.
21.	The loan shall be utilized for the purpose for which it is sanctioned and it should not be utilized for: - Subscription to or purchase of shares / debenture - Extending loans to subsidiary companies / associates or for making inter-corporate deposits. - Any speculative purposes
22.	The Bank reserves the right to debit processing fee at a minimum of 0.25% of the sanctioned limit on expiry of the working capital limits.
23.	The borrower shall maintain adequate books and records which should correctly reflect their financial position and operations and it should submit to the Bank at regular intervals such statements as may be prescribed by the Bank in terms of the RBI / Bank's instructions issued from time to time.
24.	The Borrower shall furnish to the Bank with the position vis-à-vis the outstanding statutory obligations such as income tax, payment of provident fund, additional emoluments (compulsory deposit), gratuity, electricity dues etc. as and when demanded by the Bank with reasons, if any, for increase from the earlier month and

	the proposed plan of payments thereof.
25.	Bank reserves the right to reset the concessionary charges/fees if conduct is not satisfactory/non-compliance of other terms and conditions/internal credit rating is downgraded/estimated ROC is not earned.
26.	Renewal details to be submitted before 45 days of expiry of WC limits.
27.	Non-compliance of any terms may attract penalty at 2.00% p.a. plus S.T. as per bank's discretion.
28.	The borrower shall ensure all business such as Cash Management Services, Foreign Exchange Business and Employee Salary Accounts are routed through the Bank.
29.	The borrower should not induct into its Board a person whose name appears in the willful defaulters list of RBI/CIBIL (other than a Nominee/Professional/Honorary Director). In case such a person is already on the Board of the Company, it would take expeditious & effective steps for removal of that person from its Board.
30.	The Bank shall have the first right of refusal for investment banking products / services availed by the borrower.
31.	The Bank reserves the right to reset the pricing of the credit facilities based on annual review of the account. In the event of the reset rates proposed are not acceptable, the borrower shall have the option to prepay the facilities without payment of any foreclosure premium. This prepayment option will remain valid for 90 days from the date of communication of the revised pricing to the borrower.
32	All the assets of the firm shall be comprehensively insured for full value for fire, theft, riots, strike, natural calamities etc. The said policies shall be renewed at least 7 days prior to the due date/s of the policy/ies.
33.	RBI vide circular no. RBI/2013-14 DBOD No. BP.BC.85/21.06.200/2013-14 dt. 15.01.2014 has advised Banks to calculate the unhedged foreign currency exposure (UFCE) likely losses/EBID and make incremental provisional incremental capital allocation in line with the guidelines from Q1 of FY2015. For calculation of UFCE, you are requested to provide the certifications at quarterly intervals on an ongoing basis. Please note that in the event of non-submission of the said information the Bank may be required to make incremental provisioning and capital allocation based on the assumption that the borrower falls in highest risk bucket and may pass on the cost implication accordingly.
34.	The Bank reserves the right to initiate suitable action including criminal action against the borrower in case any of the documents /data submitted by the borrower to the Bank is proved to be fake/forged/manipulated or inconsistent with the documents/data filed with statutory authorities (IT/ROC, etc.)
35.	The Bank reserves the right to debit processing fee at a minimum of 0.25% of the sanctioned limit on expiry of the working capital limits.

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AXIS BANK

DUPLICATE

Ref.: AXISB/SME/MUM-IB/AS/2017-18
Date: 27.03.2018

Supreme Transport Organisation Pvt Ltd
5/B-34, Akshay Mittal Industrial Estate,
M.V. Road Andheri (East)
Mumbai - 400059

Dear Sir,

Re: Cancellation of Invoice Bill Discounting Limit and Release of Panvel Property Documents:

With reference to your request dated 13.03.2018 and our discussions, we hereby advise release of the Panvel property subject to fulfillment of certain conditions given below. The Credit Facility will be as under:

(Rs. In lacs)

Facility	Sanction Limits	O/s as on 26-03-2018	Overdues Since 30-11-2017	Revised Limit
Term loan	1250.00	1263.97	76.97	1187.00
Invoice Bill Discounting	1240.00	-	-	-
Total	2490.00	1263.97	76.97	1187.00

Release of Panvel Property is subject to fulfillment of following conditions:

1) Repayment of Interest and Installment for the Term loan (Sanction Rs 1250.00 lacs) due from 30.11.2017 till 31.03.2018. The said repayment to be done before 31.03.2018.
2) Hypothecation on Aircraft funded by Axis Bank to be created in favour of the Bank.
3) Escrow account w.r.t receivables from Rajasthan Government to be opened.
4) DSR of Rs 50.00 lacs to be created with the Bank.
5) Promoters margin brought in by the company in the form of USL w.r.t Aircraft funding to be converted into equity/ 0% Coupon CCD.
6) Company to prepay the term loan installments for the next 3 months.
7) Cancellation of Invoice Bill Discounting Limit.

Please note that Point No. 2 to 6 to be complied before 10th April 2018 post which Property located at Panvel shall be released.

All other Terms and conditions conveyed vide Axis Bank Sanction Letter Ref. No. AXISB/SME/MUM-IB/AS/174/2016-17 dated 27th March 2017 shall remain unchanged.

This approval is to be construed as resolution of all your earlier complaints.

Please arrange to return duplicate copy of this sanction letter to Mr. Kafilur Rahman (Assttt. Vice President & Head CCSU Andheri) (Contact No. - 9987487596), Corporate Credit Service Unit- Andheri, Senorita, Plot No.21, Gulmohar Road, Near Juhu Circle, Vile Parle (West), Mumbai – 400049 duly signed by the authorized signatories of the Company and guarantors if any in token of having accepted all the terms & conditions and be in touch with Shri Kafilur Rahman for completion of documentation and other related formalities.

AXIS BANK LTD. SME CENTRE, WORLI

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You are also requested to be in touch with Ms. Anjali Shrivastav (Cell No.9820134764), Relationship Manager for further assistance in the matter.

Yours sincerely

Anjali Shrivastav
AVP & SME RM(MEG)

Anirbid Ghosh
VP & Head Sales- West 1

I / We hereby acknowledge receipt of the original of the above letter and accept the offer contained therein and undertake to comply with the terms & conditions.

For Supreme Transport Organisation Pvt Ltd

Authorised Signatory

Guarantor/s

AXIS BANK LTD. SME CENTRE, WORLI

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AXIS BANK

By Speed Post with Ack. Due/ E-mail

AXIS/SA/HK/2020-21/40 24.08.2020

1. **Supreme Transport Organisation Private Limited** **(Borrower)** Having its registered office at 5/B-34, Akshay Mittal Industrial Estate, M. V. Road, Andheri East, Mumbai – 400059.	2. **Mr. Kamal Nagarmal Aggarwal** **(Director & Guarantor)** 703, Sankalp Mistry Complex, J.B. Nagar, Andheri East, Mumbai – 400059.
3. **Mr. Ammeet Kamal Agarwal** **(Director & Guarantor)** 703, Sankalp Mistry Complex, J.B. Nagar, Andheri East, Mumbai – 400059.	4. **Mr. Akash Kamal Agarwal** **(Director & Guarantor)** 703, Sankalp Mistry Complex, J B Nagar, Andheri East, Mumbai – 400059.
5. **Mr. Vimal Kumar Agarwal** **(Director & Guarantor)** B-306, Sai Krupa Elite, Doddenkundi, Ferncity Road, Marathahalli, Bengaluru – 560037.	6. **Mr. Girish Jagdishkumar Agarwal** **(Director & Guarantor)** S. No. 309-3+312-28 P. No. 4, Dabriwala Bhavan, Near State Bank of India, Malegaon, Nashik – 423203.

Email: mumbai@stopl.in

Dear Sir/s,

Sub: Notice under Section 13 (2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

We, Axis Bank Limited, (hereafter referred as "**the Bank**") a Company incorporated under the Companies Act, 1956 and carrying on its Banking business under the Banking Regulation Act, 1949 and having its Registered Office at Trishul, 3rd Floor, Opp. Samartheshwar Temple, Near Law Garden, Ellis Bridge, Ahmedabad- 380006 and Structured Assets Group at Corporate Office, Axis House, 7th Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai-400 025 do hereby give this Notice under Section 13(2) of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 in its capacity as Secured Creditor as under:

You No.1 the principal Borrower, carrying the business in the name and style as "**Supreme Transport Organisation Private Limited**" (hereinafter referred to as "**You No.1/the Borrower Company**") and You Nos. 2 to 6 are the directors and guarantors of You No.1 in March 2017, the Borrower Company had approached the Bank for availing Term Loan facility of Rs.12.50 crores and Invoice Bill Discounting facility of Rs.12.40 crores, the total credit facilities aggregating to Rs.24.90 crores. After considering the representations and assurance of repayment made by You No.1, the Bank vide sanction letter bearing reference no.

Axis House, 7th Floor, C-2 Wadia International Centre, Pandurang Bhudhkar Marg, Worli, Mumbai- 400 025
REGISTERED OFFICE : "Trishul" - 3rd Floor Opp. Samartheswar Temple, Near Law Garden, Ellisbridge, Ahmedabad - 380006.
Telephone No. 079-26409322 Fax No. - 079-26409321 CIN: L65110GJ1993PLC020769 Website - www.axisbank.com

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AXISB/SME/MUM-IB/AS/174/2016-17 dated 27th March 2017 had sanctioned Term Loan facility of Rs.12.50 crores and Invoice Bill Discounting facility of Rs.12.40 crores, the total credit facilities aggregating to Rs.24.90 crores to You No.1. In March 2018, the Borrower Company had approached the Bank for cancelation of Invoice Bill Discounting and release of Panvel property. After considering the representations and assurance of repayment made by You No. 1 the Bank vide sanction letter No. AXISB/SME/MUM-IB/AS/2017-18 dated 27th March 2018 canceled the Invoice Bill Discounting and agreed to release the Panvel Property on fulfillment of certain conditions mentioned therein. It may please be noted that, as the conditions for release were not fulfilled, the property at Panvel was not released.

You have accepted all the terms and conditions of the said sanctions and entered into and executed various documents and created various securities including inter-alia charge on the Company's movable assets, with the Bank, inter-alia agreeing to pay interest at the contractual rate of interest and also to repay the principal amount as per the terms of sanctions.

That in terms of the sanctions letters:

i) You No. 1 the Borrower Company have created charge on your book debts/receivables from General Motors India Pvt. Ltd., Mercedes Benz India (P) Ltd., Wipro GE Healthcare (P) Ltd., ABB India Ltd., Expenditors International India Pvt. Ltd. and receivables of agreement executed between Rajasthan Government, both present and future more particularly described in **Schedule A** herein below by way of Deed of Hypothecation of Book Debts/Receivables dated 30th March 2017 thereby securing the due repayment of the term loan facility availed by You No.1 i.e. Borrower Company along with further interest at contractual rate of interest, penal interest and future charges.

ii) You No. 1 the Borrower Company are yet to create charge over Cessna Caravan Aircraft .

iii. You No. 1 the Borrower Company have created charge on immovable properties at Andheri, Panvel and Ahmedabad more particularly described in **Schedule B** herein below vide two Memorandum of Entry (Equitable mortgage by deposit of title deeds) dated 31st March 2017 recorded in Mumbai and Ahmedabad respectively thereby securing the due repayment of the term loan facility availed by You No.1 along with further interest at contractual rate of interest, penal interest and future charges.

iv) You Nos. 2 to 6 have respectively executed Deed of Guarantee dated 29th March 2017 in favour of the Bank thereby agreeing and guaranteeing the due repayment of the term loan facility availed by You No.1, i.e. Borrower Company along with further interest at contractual rate of interest, penal interest and future charges.

The aforesaid securities are "Secured Assets" within the meaning of Section 2 (1) (zc) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as **"SARFAESI Act"**).

The aforesaid Secured Assets are fully owned by you No. 1 i.e. Borrower Company, the addressee's above named who are "Borrower Company" within the meaning of Section 2 (1) (f) of the SARFAESI Act.

We state that despite having availed the above mentioned Term Loan facility, the Borrower Company has committed various defaults/irregularities in repayment of interest and principal amounts. Therefore, the account of the Borrower Company has been classified as Non-

Preforming Assets (hereinafter referred as **"NPA"**) in the books of the Bank as on **30th July 2019** in terms of extant guidelines issued by Reserve Bank of India from time to time.

The outstanding position of above mentioned Term Loan facility availed by the Borrower Company and the liability of the Borrower Company, Guarantors and Mortgagors to the Bank towards repayment of the above mentioned term loan facility, **as on 31.07.2020** (after giving due credit to all payments made by you, if any) is as under:

Facility	Term Loan
Account No.	917060029132404
Branch	Andheri East, Mumbai, Maharashtra
Limit sanctioned	Rs. 12,50,00,000.00
Ledger Balance as on 31.07.2020	Rs. 10,91,27,836.00
Unapplied Interest as on 31.07.2020	Rs. 1,31,29,107.00
Penal Interest @ 2% p.a.	Rs. 23,08,797.00
Total dues as on 31.07.2020	Rs. 12,45,65,740.00
Interest Rate (p.a.)	1Y MCLR + 2.75% i.e., 8.10% +2.75% = 10.85% as on date

Having regard to your failure to meet your liability in respect of above mentioned Term Loan facility and classification of your account as NPA, we hereby invoke the provisions of Section 13 of the SARFAESI Act and by this Notice issued under the provisions of Section 13(2) of the SARFAESI Act and without prejudice to the Bank's rights arising from the various documents executed by you, we hereby call upon you No.1, to make payment of an amount of **Rs. 12,45,65,740.00 (Rupees Twelve Crore Forty Five Lakh Sixty Five Thousand Seven Hundred Forty Only)** outstanding as on **31.07.2020** plus further interest at the contractual rates as mentioned above, w.e.f. **01.08.2020** till the date of actual payment, within a period of 60 days from the date of this notice. In case of your failure to make repayment of the Bank's dues in the aforesaid manner, the Bank will be entitled to and will exercise all or any of the rights available to it under Section 13 (4) and 15 of SARFAESI Act in respect of the Secured Assets mentioned herein above including takeover of the management of business of You No.1 i.e. Borrower Company.

Please further note that under provisions of SARFAESI Act, in case you No.1, fail to make the payment of above mentioned outstanding dues within the stipulated period of 60 days from the date of this Notice, in terms of Section 13 (4) of the SARFAESI Act, we shall be constrained to invoke the provisions thereof and take possession of the Secured Assets/ properties mortgaged/hypothecated charged to the Bank and which is more particularly described in **Schedule A and B** herein below.

Please further note that in terms of Section 13 (13) of the SARFAESI Act, you No.1 shall not transfer by way of sale, lease or otherwise any of the Secured Assets/properties stated under **Schedule A and B** of this Notice without prior written consent of the Bank.

Your attention is invited to provision of Section 13 (8) of SARFAESI Act in respect of time available to redeem the Secured Assets.

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As per the provision of SARFAESI Act, you No.1 are also informed that in case if the proceeds from the liquidation of the Secured Assets are not adequate to cover the dues of the Bank, the Bank reserves its right to proceed against you Nos.1 to 6 jointly and severally for recovery of balance dues by initiating appropriate legal action.

Kindly note that all costs, charges, expenses that shall be incurred by the Bank in the process of its actions under Section 13 (4) of SARFAESI Act and incidental thereto shall be recoverable from you in the manner prescribed under the SARFAESI Act.

Please note that this notice is issued without prejudice to the Bank's right to initiate/ continue such other legal action against the Borrower Company/Guarantors/Mortgagors, as the Bank may deem fit, for recovery of its legitimate dues.

In case of any clarification you may feel free to contact the undersigned as per below mentioned contact details.

Yours faithfully,

Harshwardhan Kadam
Senior Manager & Authorised Officer
Structured Assets Group
Axis House, 7th Floor, C-2,
Wadia International Centre,
Pandurang Budhkar Marg,
Worli, Mumbai-400 025
Landline No.: 022-2425515
Mobile No.: 9819058003
Email: harshwardhan.kadam@axisbank.com

SCHEDULE A

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Details of book debts/receivables hypothecated/ charged to Axis Bank Limited vide Deed of Hypothecation of Book Debts/Receivables dated 30th March 2017 for Term Loan facility availed by Supreme Transport Organisation Private Limited:

In consideration of the above the Borrower hereby HYPOTHECATES to the Bank. All outstandings, monies, receivable, claims and bills which are now due and owing, or which may at any time hereafter during the continuance of this security become due and owing to the Borrower in the course of its business by any person, firm, company or body corporate or by the Government Department or office or any Municipal or Local or Public or Semi Government body or authority or any body corporate or undertaking or project whatever in the public sector more specifically receivable from **General Motors India Pvt. Ltd., Mercedes Benz India (P) Ltd., Wipro GE Healthcare (P) Ltd., ABB India Ltd., Expenditors International India Pvt. Ltd. and receivables of agreement executed between Rajasthan Government, both present and future** (all of which herein after collectively referred to as the said **"Debts")** TO SECURE AS A CONTINUING SECUIRTY the due repayment by the Borrower to the Bank at any time on demand of all the monies now or at any time and from time to time hereafter due/may become due and owing by the Borrower to the Bank in respect of and under the above said Credit Facility and interest and commission thereon and all legal and other costs, charges, payments, re-imbursements and expenses relating thereto and payable hereunder and incidental to this security or for enforcement thereof (hereinafter collectively referred to as the said **"dues")**

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SCHEDULE B

Details of immoveable property mortgaged/ charged to Axis Bank Limited vide Memorandum of Entry (Equitable Mortgage by Deposit of Title Deeds) dated 31st March 2017 for Term Loan facility availed by Supreme Transport Organisation Private Limited executed in Mumbai:

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Property 1: Panvel property owned by Supreme Transport Organisation Private Limited:

<table>
<tr><td colspan="2">Survey/Door/Patta/Khata.No</td><td colspan="2">Land bearing Survey No. 102, Hissa No.2A, Survey No.103, Hissa No. 1/2A, Survey No. 103, Hissa No. 2</td></tr>
<tr><td colspan="2">Plot No...../ Shop No.....</td><td colspan="2">N.A.</td></tr>
<tr><td colspan="2">Measurement/ Extent of property</td><td colspan="2">Survey No. 102/2A-2220 Sq. Mtrs.
Survey No. 103/1/2A-2810 Sq. Mtrs.
Survey No. 103/2-430 Sq. Mtrs.</td></tr>
<tr><td colspan="2">Location/Land-marks/name of the area, Mohalla</td><td colspan="2"></td></tr>
<tr><td colspan="2">City/ District</td><td colspan="2">Village-Khanavale, Taluka-Panvel & District-Raigad</td></tr>
<tr><td colspan="4">Boundaries</td></tr>
<tr><td>East by

Survey No. 250/2</td><td>West by

Survey No. 105</td><td>South by

------</td><td>North by

Mumbai-Pune National Highway No. 4</td></tr>
<tr><td colspan="2">Type of property (Residential Building or plot/Commercial building or plot/Industrial Shed or Plot/Agricultural Land</td><td colspan="2">N.A. Land</td></tr>
</table>

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API Waghmare

Property 2: Andheri property owned by Supreme Transport Organisation Private Limited:

Survey/Door/Patta/Khata.No		City Survey No. 1637, CTS Nos. 86 & 87, Hissa Nos.17(pt), 30(pt), 2A(pt), 2B(pt), 3B(pt), 21 & 22	
Plot No...../ Shop No.....		B/032 on Ground Floor in "B" Wing, in the building known as "Sanjay Building No.5".	
Measurement/ Extent of property		855 Sq. Ft. Build up area.	
Location/Land-marks/name of the area, *Mohalla*		In the Society known as "Akshay Mittal Industrial Premises Co-operative Society Ltd."	
City/ District		Village-Marol, Taluka-Andheri & District-Mumbai Suburban.	
Boundaries			
East by	**West by**	**South by**	**North by**
N.A.	**N.A.**	**N.A.**	**N.A.**
Type of property (Residential Building or plot/Commercial building or plot/Industrial Shed or Plot/Agricultural Land		Commercial Premises	

Details of immoveable property mortgaged/ charged to Axis Bank Limited vide Memorandum of Entry (Equitable Mortgage by Deposit of Title Deeds) dated 31st March 2017 for Term Loan facility availed by Supreme Transport Organisation Private Limited executed in Ahmedabad:

Property: Ahmedabad property owned by Supreme Transport Organisation Private Limited:

<table>
<tr><td colspan="2">Survey/Door/Patta/Khata.No</td><td colspan="2">Revenue Survey No. 136/A</td></tr>
<tr><td colspan="2">Plot No...../ Shop No.....</td><td colspan="2">—</td></tr>
<tr><td colspan="2">Measurement/ Extent of property</td><td colspan="2">Land admeasuring 2700 sq.mt.</td></tr>
<tr><td colspan="2">Location/Land-marks/name of the area, Mohalla</td><td colspan="2">All that pieces and parcel of immovable property of Constructed Industrial Shed on Land admeasuring 2700 sq.mt. of Revenue Survey No. 136/A od Mouje: Paldi-Kankaj of Taluka-Dascrol of District: Ahmedabad</td></tr>
<tr><td colspan="2">City/ District</td><td colspan="2">Ahmedabad District</td></tr>
<tr><td colspan="4">Boundaries</td></tr>
<tr><td>East by

Concern Survey Number</td><td>West by

Road</td><td>South by

Revenue Survey No. 136/B</td><td>North by

Concern Survey Number</td></tr>
<tr><td colspan="2">Type of property (Residential Building or plot/Commercial building or plot/Industrial Shed or Plot/Agricultural Land</td><td colspan="2">Open Land</td></tr>
</table>

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CHALLAN

MTR Form Number-6

GRN MH010086183201617P	BARCODE	Date 30/03/2017-12:54:58	Form ID

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Non-Judicial Stamps General Stamps SoS Mumbai only	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	BDR15_JT SUB REGISTRAR ANDHERI 4	Full Name	SIPREME TRANSPORT ORGANISATION PVT LTD
Location	MUMBAI		
Year	2016-2017 One Time	Flat/Block No.	
Account Head Details	**Amount In Rs.**	Premises/Building	
0030056201 General Stamps	600.00	Road/Street	
		Area/Locality	
		Town/City/District	
		PIN	
		Remarks (If Any)	
		TERM LOAN AGREEMENT	
		Amount In Words	Six Hundred Rupees Only
Total	600.00		

Payment Details	SBIEPAY PAYMENT GATEWAY	**FOR USE IN RECEIVING BANK**		
Cheque-DD Details		Bank CIN	Ref. No.	10000502017033053038 0597293403612
Cheque/DD No.		Date		30/03/2017-12:56:10
Name of Bank		Bank-Branch		SBIEPAY PAYMENT GATEWAY
Name of Branch		Scroll No. , Date		Not Verified with Scroll

Mobile No. : Not Available

THIS NON - JUDICAL STAMP
PAPER FORMS AN INTEGRAL
PART OF :- Term loan agreement
EXECUTED BY :- STOPT
ON :- 30/3/2017

SUPREME TRANSPORT ORGANISATION PVT LTD

DIRECTOR

AXIS BANK LTD. CBB MUMBAI

Print Date 30-03-2017 12:57:09

CCD 5

TERM LOAN AGREEMENT

THIS AGREEMENT IS MADE at the place and date as specified in the Schedule between such persons, whose name(s) and address(es) are as specified in the Schedule (**"Borrower"** which expression shall unless repugnant to the context or meaning thereof shall include its successors and permitted assigns and all persons deriving/claiming title there under)

And

AXIS Bank Ltd., a company, incorporated under the Companies Act, 1956 and a Banking Company within the meaning of the Banking Regulation Act, 1949 and having its Registered Office at 'Trishul', 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat and one of the branch offices at the place as specified in the Schedule (hereinafter referred to as the **"Bank"** which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns)

WHEREAS the Borrower has requested the Bank and the Bank has agreed to provide Loan upto the limit(s) as specified in the Schedule with full power to the Bank from time to time to renew or reduce or enhance the limit or altogether withdraw the facility on the terms and conditions appearing herein (hereinafter collectively and individually referred to as the **"Loan"**, vide sanction letter details of which are specified in the Schedule to this Loan Agreement.)

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following meanings are applicable:

"Agreement" means this Loan Agreement for grant of the loan read in conjunction with the sanction letter more particularly detailed in the Schedule.

" Loan" means the loans with the limit(s) more particularly described in the Schedule granted by the Bank in terms of this Agreement and shall include all the dues payable by the Borrower to the Bank under this Agreement.

"Interest Rate" means the rate at which the Bank shall compute and apply interest on the Loan, as stated in the Schedule or as may be amended from time to time by the Bank.

"Default Interest Rate" means the rate at which the Bank shall compute and apply interest on all amounts not paid when due for payment (or reimbursement) by the Borrower to the Bank, as stated in the Schedule or as may be amended from time to time by the Bank.

"Event(s) of Default" means any of the events or circumstances specified in Clause 10A of this Agreement.

"Parties" means the Bank and the Borrower referred to collectively.

1.2 In this Agreement unless the context otherwise requires:

(a) Singular shall include plural and the masculine gender shall include the feminine and neutral gender.

SUPREME TRANSPORT ORGANISATION PVT LTD

DIRECTOR

(b) The expressions "Borrower(s)" and the "Bank", unless repugnant to the context, shall include their respective legal heirs, representatives, successors, executors, administrators and assigns.

(c) All or any other conditions as specified in the sanction letter shall form an integral part of this Agreement and the sanction letter shall always be read in conjunction with this Agreement at all times.

2. BANK'S AGREEMENT TO LEND AND BORROWER'S AGREEMENT TO BORROW

2.1 The Bank agrees, based on the Borrower's Request, Representations, Warranties, Covenants and Undertakings as contained herein and in the application for Loan and other documents executed or tendered by the Borrower in relation to the Loan, to lend to the Borrower and the Borrower agrees to borrow from the Bank, the Loan on the terms and conditions as fully contained in this Agreement.

3. FEES, CHARGES, COSTS AND CLAIMS

3.1 The Borrower shall bear all Charges/fees, including Service Tax, if any, as mentioned in the Schedule, which the Borrower agrees to reimburse to the Bank separately.

3.2 The Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement (including but not limited to interest tax, fees, stamp duty, processing fee, login fees, costs, service/prepayment and other charges, including on account of execution and stamping of this Agreement and any other documentation or security creation pursuant to this Agreement, claims and expenses including expenses which may be incurred by the Borrower in the enforcement or attempted enforcement of security created in favour of the Bank) to the Borrower's Loan account, unless separately reimbursed to the Bank by the Borrower.

4. DISBURSEMENT

4.1. The Bank shall, unless otherwise agreed between the Borrower and the Bank, disburse the Loan in lump sum or in suitable installments to be decided by the Bank, or in the name of the Borrower (s) or in the name of the previous financier towards the repayment of the previous loan to be taken over by utilising this Loan.

The Bank shall have an unconditional right to cancel the undrawn/unavailed/unused portion of the Loan at any time during the subsistence of the Loan, without any prior notice to the borrower, for any reason whatsoever. In the event of any such cancellation, all the provisions of this Agreement and all other related documents shall continue to be effective and valid and the Borrower shall repay the outstanding dues under the loan duly and punctually as provided herein.

4.2. The Bank may not, having disbursed any amount, disburse any further amount under the Loan unless the following conditions are complied with in the sole discretion of the Bank before such further disbursement:

i) No event of default shall have occurred;

ii) The Borrower shall have produced all or any other documents or writings as required by the Bank in its sole discretion, which shall be binding on the Borrower.

5. INTEREST & LOAN ACCOUNT

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5.1. The Borrower agrees to pay interest on the Loan as per the Schedule to this Agreement and the Interest rests shall be calculated at the rates more particularly described in the Schedule.

5.2. The Borrower is aware and confirms that the Bank shall at any time and from time to time be entitled to review the rate of interest, and such revised rate of interest shall always be construed as agreed to be paid by the Borrower(s) and hereby secured. Borrowers shall be deemed to have notice of change in the rate of interest whenever the change in the Interest Rate are displayed/notified at/by the Branch as per the Scheme of the Bank.

5.3. Interest on the Loan shall be computed and debited to the Loan Account -
i) At the intervals as stated in the Schedule
ii) Taking the basis of 365 days a year
iii) At interest rate more particularly described in the Schedule herein or as may be prescribed by the Bank from time to time and

5.4. Interest Tax and other taxes/levies as may be applicable from time to time on the Loan shall be borne solely by the Borrower.

5.5. All amounts in default for payment (i.e. not paid by the Borrower when due to the Bank), costs, charges and expenses debited to the Loan account shall attract penal interest/charges without there being any need to assign a reason for such revision and interest and penal charges shall thereafter accrue at such revised rate(s) as per the Schedule.

6. REPAYMENT

6.1. The Borrower shall repay to the Bank the amount in terms of the installments as mentioned in the Schedule as shall remain due and owing to the Bank.

7. SECURITY

The repayment of the Loan to the Bank shall be secured in such manner as specified in the Schedule.

The Bank shall be entitled to call upon the Borrower and the Borrower shall be liable to furnish to the Bank additional and/or alternate security as decided by the Bank in the event of any substantial deterioration in the value of the security and the Borrower shall be bound to provide any additional security or execute any further mortgage of any other property satisfactory to the Bank within 30 days from the receipt of the letter from the Bank.

The Borrower shall execute any bonds, documents for the Loan and all such documents, power of attorney(s)/undertakings and Agreements as may be required by the Bank at any time during the pendency of this Loan.

8. BANK'S RIGHTS

The Bank shall, in relation to the Loan:

a. have the sole right at any time during the tenure of this Agreement to revise/reschedule the repayment terms/amount or of any other amounts outstanding there under and the Borrower shall make all future repayments to the Bank according to such revised Schedule on being notified by the Bank of such revision or re schedulement;

b. have the sole right to amend any of the terms and conditions of this Agreement including but not limited to revision of Interest Rate (including the Default Interest Rate), periodicity of compounding interest, method of effecting credit of the repayments without assigning any

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reason or notifying the Borrower and the Borrower agrees that such revision shall become applicable from date of such revision in the records of the Bank;

c. have the right to receive and adjust any payment/s that it may receive as an assignee of the insurance in relation to the Property and on the life of the Borrower towards amounts due and/or payable by the Borrower under this Agreement;

d. have the right to enter the Property, inspect books of accounts/assets and records maintained by the Borrower, the cost of which shall be borne by the Borrower;

e. have the right to obtain refinance against the Loan as it may consider appropriate;

9. BORROWER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS.

9.1 With a view to induce the Bank to grant the Loan to him, the Borrower, hereby represents/warrants/covenants/undertakes with the Bank that it-

(a) has been duly formed and has the power to carry on its business as it is now being carried on and to own its property and assets and has the power to borrow the Loans and the authorised signatories have the authority to execute the loan documentation on behalf of the Borrower;

(b) shall furnish to the Bank all such information, statements, particulars, estimates and reports etc. as the Bank may require from time to time as to the compliance with the terms of the Loan and shall also submit to the Bank, in form and detail satisfactory to the Bank, unaudited half yearly income statements of the Borrower within 60 (sixty) days of the close of each semi-annual period and copies of audited financial statements including balance-sheet and profit and loss account (in detail and not in the abridged form) within 120 (one hundred twenty) days after the close of each financial year;

(c) shall not to enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of the Bank;

(d) shall not to permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change, without the prior written consent of the Bank;

(e) shall not to effect any material change in the management of the business of the Borrower, without the prior written consent of the Bank;

(f) shall not to make any amendments in the Borrower's Memorandum and Articles without the prior written consent of the Bank (in case of the Borrower being a company);

(g) shall make available to the Bank such security in such form and substance as may be required by the Bank;

(h) shall always have until all his dues hereunder are not repaid to the Bank, a clear and marketable title to the Property, free from all encumbrances whatsoever and shall not during the tenure of the Loan either part with possession of or create third party rights in the Property constituting the Bank's security or any part of it (whether by way of sale, exchange, lease, mortgage, agreement or option or otherwise);

(i) has no major pending claims, demands, litigation or proceedings against him before any court or authority (public or private);

(j) shall ensure/utilize the entire loan for that the purpose for which the Loan is advanced by the Bank is fulfilled in all respects and produce to the Bank, the necessary documents, as may be required by the Bank;

(k) shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility on the property constituting the Bank's security without the prior written consent of the Bank.

(l) Shall in addition to the statement/s required by the Bank furnish such other information/documents concerning its trade, business, profession or otherwise as the Bank may require from time to time;

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(m) shall promptly inform the Bank of any loss or damage to the property constituting the Bank's security due to any force majeure or Act of God;

(n) shall (in case of more than one Borrower) be jointly and severally liable to repay the Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;

(o) shall maintain the Property constituting the Bank's security in good order and habitable condition and not allow it to deteriorate or commit any act which is destructive or permanently injurious to the property or do anything which will render the security in favour of the Bank, insufficient;

(p) shall not stand surety or guarantor for any third party liability or obligation;

(q) shall comply with all the terms of the Sanction letter and keep himself aware of the rules of the Bank, as pertaining to this Loan, and in force from time to time

(r) shall ensure the officials of the Borrower executing this Agreement and the documents to be executed in pursuance thereof are duly and properly holding office and are fully authorised to execute the same;

(s) shall utilise the Loan only for the purpose sanctioned;

(t) agrees that any accretion to the said securities (if any) and other benefits from time to time accruing in respect of the said securities or any part thereof shall also be pledged/mortgaged with the Bank by the Borrower;

(u) agrees and undertakes that no such person whose name is appearing in the list of Wilful defaulters shall be inducted on its board and that in case, such a person is found to be on its Board, it would take expeditious and effective steps for removal of such person from its Board.

(v) acknowledges and agrees that the Bank has a right to award a separate mandate to our Auditor or any independent Auditor, as the Bank may deem fit with a view to obtain a specific certificate regarding diversion /siphoning of funds by the Borrower. The Borrower agrees and undertakes to co-operate with such Auditors and provide the necessary information and/or documents as may be required by such Auditors. The Borrower also agrees and undertakes to bear all the expenditure in respect of obtaining the said Certificate and agrees to indemnify and keep the Bank indemnified in this regard.

10 A) EVENTS OF DEFAULT

The Bank may by a written notice to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, charges, expenses) to become due and payable forthwith irrespective of any agreed maturity forthwith and enforce the security created in favour of the Bank for the Loan upon the occurrence (in the sole decision of the Bank) of any one or more of the following:

(a) the Borrower commits any default in the payment of interest, principal, other charges or any obligation and in the payment of any other amounts to the Bank when due and payable;

(b) the Borrower fails to pay to any person other than the Bank any amount when due and payable or any person other than the Bank demands repayment of the loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower;

(c) the Borrower defaults in performing any of its obligations under this Agreement or breaches any of the terms or conditions of this Agreement or any other security documents, undertakings etc. executed in favour of the Bank;

(d) the death, failure in business, going into liquidation/dissolution, amalgamation or reconstruction, except with prior written approval of the Bank, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, filing of any petition of winding up against the Borrower;

(e) any of the information provided by the Borrower to avail the Loan or any of his Representations, Warranties herein being found to be or becoming incorrect or untrue;

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(f) any person other than the Bank commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency;
(g) the value of the any security created or tendered by the Borrower, in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and the Borrower fails to give additional security;
(h) the Borrower fails to create the security as provided herein; or
(i) the Bank, for any regulatory or other reasons, is unable or unwilling to continue the Loan;
(j) if a Receiver is appointed in respect of the whole or any part of the property/assets of the Borrower or if any attachment, distress, execution or other process against the Borrower, or any of the securities is enforced or levied upon;
(k) if the Borrower ceases or threatens to cease or carry on its Business or if the Co-Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever;
(l) if it is certified by an Accountant of a Firm of Accountants appointed by the Bank (which the Bank is entitled and hereby authorised to do so at any time) that the liabilities of the Borrower exceed the Borrower's assets or that the Borrower is carrying on business at a loss;
(m) if any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower to repay the Loan or any part thereof (or the implementation of the Project).
(n) if the Loan or any part thereof is utilised for any purpose other than ~~the~~ purpose for which it is applied by the Borrower and sanctioned by the Bank;
(o) if any attachment, distress, execution or other process against the Borrower, or any of the securities is enforced or levied upon;
(p) if any circumstance or event occurs which is prejudicial to or impairs or imperils or jeopardizes or is likely to prejudice, impair, imperil, depreciate or jeopardise any security given by the Borrower or any part thereof;
(q) if the Borrower, without prior written consent of the Bank, attempts or purports to create any charge, mortgage, pledge, hypothecation, lien or other encumbrance over the Borrower's property or any part thereof, which is or shall be the security for the repayment of the said Dues except for securing any other obligations of the Borrower to the Bank;
(r) upon happening of any substantial change in the constitution or management of the Borrower without previous written consent of the Bank or upon the Management ceasing to enjoy the confidence of the Bank;
(s) if the Borrower fails to furnish any information or documents required by the Bank;
(t) if the Borrower fails to furnish to the Bank detailed end use statement of the Loan as and when so required by the Bank within the time prescribed by the Bank ;
(u) all or substantially all of the undertaking, assets or properties of the Borrower or its interests therein are seized, nationalised, expropriated or compulsorily acquired by the authority of Government.

Notice on the happening of an Event of Default

If any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the Borrower shall forthwith give the Bank notice thereof in writing specifying such event of default, or such event. The Borrower shall also promptly inform the Bank if and when any statutory notice of winding-up under the provisions of the Companies Act, 1956 or any other law or of any suit or legal process intended to be filed/initiated against the Borrower, is received by the Borrower.

B) Consequences of default:

1. In the event of any default as above the Bank shall have the right:-
   a) to recover the entire dues of the Loan,
   b) to suspend any withdrawal to be effected in the Loan account,
   c) take possession of the security so created whether by itself or through any of the Recovery Agents or Attorneys as may be appointed by the Bank.

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d) take any other action as it may deem fit for recovery of its dues and enforcement of the securities.

2. Further, the Bank shall be entitled to forthwith take physical possession of the assets hypothecated and/or mortgaged to the Bank and alienate sell, transfer the said properties either by itself or though its agents and sell or otherwise deal with the same to enforce the Bank's security and recover the dues.

3. The Borrower agrees and undertakes not to prevent or obstruct the Bank from taking possession of the properties irrespective of whether the loan has been recalled whenever in the opinion of the Bank, there is an apprehension of any money not being paid or the Bank's security is being jeopardized and that the Bank's representatives will be entitled to sell, give on rent, or otherwise deal with the properties by public or private auction or private treaty, without being liable for any loss, and to apply the net proceeds thereof as specified in these presents.

4. The Borrower shall pay any deficiency, forthwith to the Bank. The Bank shall also be entitled to adjust and a right of set-off on all monies belonging to the Borrower standing to his credit in any account whatsoever with the Bank, towards payment of such deficiency. Nothing contained in this clause shall oblige the Bank to sell, hire or deal with the properties and the Bank shall be entitled to proceed against the Borrower independent of such other security. The Borrower agrees to accept the Bank's accounts in respect of such sale, hire, dealing or otherwise as conclusive proof of the correctness of any sum claimed to be due from the Borrower. .In case of any deficit, the deficit amount shall be recovered by the Bank from the Borrower.

5. The Bank may at the risk and cost of the Borrower engage one or more person(s) to collect the Borrower's outstanding and/or to enforce any security and may furnish to such person the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto as the Bank thinks fit.

11 APPOINTMENT OF THE BANK AS THE BORROWER'S ATTORNEY

11.1 The Borrower hereby appoints the Bank as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower and where the Borrower is more than one individual, jointly and severally, all or any of the acts, deeds and things, specified therein.

12 ASSIGNMENT AND TRANSFER.

12.1 The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights and obligations of the Bank under this Agreement or any other document pursuant hereto to any person/entity in a manner or under such terms and conditions as the Bank may decide in its sole discretion without reference to or intimation to the Borrower.

12.2 The Borrower expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Loan is sold or transferred as his lender and make the repayment of the Loan to such person as may be directed by the Bank.

12.3 The Borrower shall not be entitled to directly or indirectly assign his rights or obligations under this Agreement in part or in whole to any person.

13. BANKS APPOINTMENT OF AGENT.

The rights, powers and remedies available to the Bank under Law and under these presents shall be exercised by the Bank through any of its employees or agents and the Bank may delegate any or all of the said powers and authorities to such employee or agent.

14. **MISCELLANEOUS**

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14.1 Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interests on the outstanding in the loan accounts or a portion thereof or for any default or irregularity on the Borrower's part which in the opinion of the Bank warrants charging of such enhanced rates of interests for such period as the Bank may deem fit.

14.2 It is hereby agreed between the parties that the Schedule may be amended, revised, substituted by way of written communication by the Bank to the Borrower from time to time. Such correspondences between the Bank and acceptance thereof by the Borrower shall be deemed to be an integral part of this Agreement and shall be read in conjunction thereof.

14.3 The parties agree that any delay or omission by the Bank in exercising any of its rights, powers or remedies as the lender of the loan under this Agreement and other documents pursuant hereto shall not impair the right, power or remedy or be construed as its waiver or acquiesce by the Bank.

14.4 The Borrower agrees to accept the statement of account sent by the Bank or by any other authorised representative of the Bank as conclusive proof of the correctness of any sum claimed to be due from him.

14.5 The Parties confirm that this Agreement and its Schedule and any other documentation pursuant to it represents one single agreement between the Parties.

14.6 This Agreement supersedes all prior discussions and representations between the parties, including the Bank brochure, save with respect to the obligations of and representations made by the Borrower to the Bank set forth in any correspondence, application forms or otherwise made or agreed to be made howsoever.

14.7 The addresses of the parties shall be as mentioned under the Schedule. The Borrower shall forthwith inform the Bank of any change in his Address.

14.8 The Bank may, in its own discretion without assigning any reason and upon written notice mailed or delivered to the Borrower cancel the Loan herein granted and demand repayment thereof. Delivery of such notification by the Bank shall constitute sufficient notice of such cancellation, and thereupon the said loan, all interest due and payable thereon and all liabilities and other obligations of the Borrower there under to the Bank including interest, and other charges shall become due and payable by the Borrower immediately to the Bank.

14.9 Any notice or request required or permitted under this Agreement to be given by either party to the other shall be only in writing and sent on the address of the other Party as mentioned in the Schedule (or in case to the Borrower, on the address of the Borrower last known to the Bank):

14.10 Any notice or demand hereunder shall be in writing, signed by any of the Bank's officers and may be made by leaving the same or sending it through the post addressed to the Borrower at the address specified above or the address last known to the Bank; and a notice or demand so given or made shall be deemed to be given or made on the day it was so left or, as the case may be, two business days following that on which it was so posted, and shall be effectual notwithstanding that the same may be returned undelivered and notwithstanding the Borrower's change of address.

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14.11 The Borrower shall indemnify and keep the Bank indemnified against all actions, suits, proceedings and all costs, charges, expenses, losses, or damages which may be incurred or suffered by the Bank by reason of any false or misleading information given by the Borrower to the Bank hereunder or any breach/default/contravention/non-observance/non-performance by the Borrower of any terms, conditions, agreements and provisions hereunder. The Bank shall be entitled to include any amount payable by the Borrower under this Clause in the said dues being the subject matter of this Agreement.

14.12 If any provision of this Agreement is illegal, invalid or unenforceable for any reason it will be severed from the remaining provisions, which will remain unaffected.

15. INSURANCE

The Borrower shall at all times during the currency of the Loan, at its own cost, keep the said property constituting the Bank's security fully insured against such risks and for such amounts and for such period and forms as the Bank may require, in the joint names of the Bank and the Borrower or with the usual Bank mortgage clause, with such insurance company or companies of repute to be approved by the Bank in writing and shall deposit the insurance policies and all cover notes premium receipts etc. with the Bank. The Borrower agrees that in addition to the aforesaid insurance it shall arrange for insurance cover in respect of standing charges and loss or profit in business in the event of any stoppage of production for any reason whatsoever. The Borrower shall make punctual payment of all premium and shall not do or suffer to be done any act which may invalidate such insurance and will on receipt of any monies under the said policies, pay the same to the Bank which shall, at the option of the Bank, be applied either in reinstating or replacing the security or in repayment of the said Dues. If the Borrower fails to insure or keep insured all/any of the property/assets as aforesaid, then the Bank shall without prejudice to or affecting its rights hereunder, be at liberty (but not bound) to insure and keep the same insured and the Borrower shall on demand repay to the Bank all amounts spent or incurred by the Bank in doing so, with interest at the rate applicable for the Loan as aforesaid.

16. CIBIL Disclosure Clause

(a) The Borrower also agrees, undertakes and confirms as under:

The Borrower understands that as a precondition relating to the grant of and/or continuing the grant of Credit Facility to the Borrower, the Bank requires the Borrower's consent for the disclosure by the Bank of, information and data relating to the Borrower, of the Credit Facility availed of/to be availed by the Borrower, in discharge thereof.

Accordingly, the Borrower hereby agrees and gives consent for the disclosure by Bank of all or any such:

- information and data relating to the Borrower;
- the information of data relating to its Credit Facility availed of/to be availed by the Borrower and
- default, if any, committed by the Borrower, in discharge of the Borrower's such obligation;
    - as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Limited ["CIBIL"] and any other agency authorised in this behalf by Reserve Bank of India ["RBI"].

The Borrower declares that the information and data furnished by the Borrower to the Bank are true and correct.

The Borrower also undertakes that:

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- CIBIL and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- CIBIL and any other agency so authorised may furnish for consideration, the processed information and data disclosed or products thereof prepared by them, to Bank(s)/Financial Institution(s) and other Credit Grantors or Registered Users, as may be specified by the RBI in this behalf.

(b) The Borrower agrees, undertakes and authorizes the Bank to exchange, share or part with all the information, data or documents or other information as mentioned in Clause 16(a) above and also the information relating to the conduct of the Borrower's accounts, credit history or repayment record, with other banks / financial institutions involved in the financing arrangement to the Borrower, whether under consortium or multiple banking or sole banking arrangement and also with the banks/ financial institutions intending to finance the Borrower, as the Bank may deem necessary or appropriate as may be required for use or processing of the said information / data by such banks/ financial institutions or furnishing of the processed information / data to other banks / financial institutions / credit providers and the Borrower shall not hold the Bank liable in any manner for use of such information.

(c) The Borrower agrees that in case the Borrower commits a default in payment or repayment of any amounts in respect of the Facilities, the Bank and / or RBI will have an unqualified right to disclose or publish the details of the default and the name of the Borrower, its directors, partners, as the case may be, as defaulters, in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.

17. All communications to the borrower could be made by the Bank to the e-Mail ID _____ and any change thereof would be communicated by the borrower to the Bank in writing and all such communications for changing the e-mail ID from time to time shall deemed to form part and parcel of this agreement.

18. In terms of Reserve Bank of India [RBI] Guidelines, I/We as a Borrower of Axis Bank Limited, note, comply and be bound by the following:

That no such person whose name is appearing in the list of Wilful defaulters shall be inducted on the board of my Company and that in case, such a person is found to be on its Board, I/we shall take expeditious and effective steps for removal of such person from its Board.

That the Bank has a right to award a separate mandate to our Auditor or any independent Auditor, as the Bank may deem fit with a view to obtain a specific certificate regarding diversion /siphoning of funds by me/ my Company. I/we shall co-operate with such Auditors and provide the necessary information and/or documents as may be required by such Auditors and bear all the expenditure in respect of obtaining the said Certificate and indemnify and keep the Bank indemnified in this regard.

That the Bank shall have an unconditional right to cancel the undrawn/unavailed/unused portion of the Loan at any time during the subsistence of the Loan, without any prior notice to me/us, for any reason whatsoever. In the event of any such cancellation, all the provisions of Loan/ Security Agreements and all other related documents shall continue to be effective and valid and I/We shall repay the outstanding dues under the loan duly and punctually as provided herein.

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AXIS BANK LTD MUMBAI

That, the Bank has absolute right to settle any indebtedness whatsoever owed by me/us to the Bank under the Loan/ Security Agreements and all other related documents, by adjusting, setting-off any deposit(s) and / or transferring monies lying to the balance of any account(s) held by me/us with the Bank without giving prior notice to you. However, Bank will intimate to me/us of such exercise of rights under this clause within 2 working days. The Bank's rights hereunder shall not be affected by the bankruptcy, death or winding-up on my/our part. It shall be my/our sole responsibility and liability to settle all disputes / objections with any such joint account holders.

That the Bank is authorized to exchange, share or part with all the information, data or documents or other information relating to the conduct of my/our accounts, credit history or repayment record, with other banks / financial institutions involved in the financing arrangement to me/us, whether under consortium or multiple banking or sole banking arrangement and also with the banks/ financial institutions intending to finance me/us, as the Bank may deem necessary or appropriate as may be required for use or processing of the said information / data by such banks/ financial institutions or furnishing of the processed information / data to other banks / financial institutions / credit providers and you shall not hold the Bank liable in any manner for use of such information.

That in case of default in payment or repayment of any amounts on my/our part in respect of the Facilities, the Bank and / or RBI will have an unqualified right to disclose or publish the details of the default and the name of my/our Company, its directors, partners, as the case may be, as defaulters, in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.

That all the above clauses shall be deemed as part and parcel of Loan/ Security Agreements and all other related documents executed by me/us and my/our Company with the Bank and it shall be binding on your successors, assigns, administrators, liquidators and all those claiming title under it and shall remain in force and no period of limitation will commence till the repayment of the entire facility by me/us to the Bank.

For **M/s. SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED.**

Director/Authorised Signatory

SCHEDULE

Sr. no.	Title	Details
1.	Place of Execution	Mumbai
2.	Date of the Agreement	30/3/2017
3.	Name and Address of the Borrower	**M/s. SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED.**, a company incorporated under the Companies Act, 1956 and having its registered office at **5/B-34, Akshay Mittal Industrial Estate, M.V. Road Andheri (East) Mumbai MH 400059 IN**
4.	Address of the Branch	AXIS BANK LTD. **Corporate Credit Service Unit (CCSU) - Andheri** **Vile parle(W), Senorita, Plot No 11,** **Gulmohar Road, Near Juhu Circle,** **Vile Parle (West), Mumbai,MH-400049**
5.	Limits of the Loan	Amount in figures: **Rs. 12,50,00,000.00** Amount in words: **(Rupees Twelve Crores Fifty Lacs only)**
6.	Sanction Letter	Reference no. AXISB/SME/MUM-1B/AS/174/2016-17 dated 27-03-2017 and amendments thereto
7.	Nature of the Loan	Rupee Term Loan
8.	Tenure of the Loan	90 months (including Moratorium period of 6 months from the date of initial disbursement)
9.	Interest Rate	2.75% p.a. above Axis Bank's One year MCLR
10.	Periodicity of Interest Compounding	Monthly
11.	Penal Interest Rate	2.00 % p.a. and as stipulated in sanction letter reference no. AXISB/SME/MUM-1B/AS/174/2016-17 dated 27-03-2017 and amendments thereto
12.	Prepayment Charges	Penal charges are levied @ 2.00% in case of pre-payment OR take-over of Term Loan facilities by other Banks/FIs. The pre-payment charges shall be levied on entire outstanding balance at the time of such pre-payment or take-over.

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<tr><td>13.</td><td>Other Charges/Fees</td><td>
• Delay/non submission of stock statements/FFR will attract penal interest of 1% p.a.
• Any overdrawing in the account will attract penal interest @2.00% p.a. on the overdue amount. In case of running accounts like Cash Credit, if the overdrawing is on more than three occasions in a calendar month then the penal rate of 2% per annum will be charged on the entire outstanding in the account.
• Non-compliance of terms and conditions, including financial irregularity / security creation, shall attract penal charges of 2% p.a., payable monthly.
• For Non-creation of security (either primary or collateral or both has not been created): 2% per annum on the outstanding amount of Fund-Based credit facilities released. For non-fund based facilities, additional commission @ 0.50% p.a. on the outstanding amount shall be levied as penal charges.
• In case of expiry of working capital limits, 1% per annum on the amount of fund based credit facilities.
• Aggregate penal interest in case of multiple breaches shall not exceed 2% for a particular credit facility.
• Penal charges are levied @2.00% in case of pre-payment OR take-over of working capital credit facilities (FB only)- before one year from the date of original/first sanction. Thereafter no prepayment charges applicable for working capital credit facilities.
• The pre-payment charges shall be levied on entire outstanding balance at the time of such pre-payment or take-over.
Total penal interest in case of multiple breach shall not exceed 2% p.a.
</td></tr>
<tr><td>14.</td><td>Repayment Schedule</td><td>
<table>
<tr><th>No of Installments</th><th>Installment Per month</th><th>Total (Rs. In crs)</th></tr>
<tr><td>12</td><td>1050000</td><td>1.26</td></tr>
<tr><td>12</td><td>1050000</td><td>1.26</td></tr>
<tr><td>12</td><td>1050000</td><td>1.26</td></tr>
<tr><td>12</td><td>1050000</td><td>1.26</td></tr>
<tr><td>12</td><td>2100000</td><td>2.52</td></tr>
<tr><td>12</td><td>2100000</td><td>2.52</td></tr>
<tr><td>11</td><td>2100000</td><td>2.31</td></tr>
<tr><td>1</td><td>1100000</td><td>0.11</td></tr>
<tr><td>84</td><td></td><td>12.50</td></tr>
</table>
Interest to be serviced at monthly rests, as and when applied.
</td></tr>
</table>

SUPREME TRANSPORT ORGANISATION PVT LTD

DIRECTOR

15.	Security	**Primary** • Hypothecation& Escrow of receivables of agreement executed between Rajasthan Government present and future. • Hypothecation charge over Cessna Caravan Aircraft to be purchased from the term loan. **Common Collateral:** • Equitable Mortgage over commercial property land with structure bearing survey no. 102/A, 103/ 1/2A and 103/2A situated at Village: Khanavle, Taluka Panvel. Area of 5460 sq. meters, In the name of the Supreme Transport Organisation Private Limited. • Equitable Mortgage over office located at Akshay Mittal Industrial premises Co-operative society limited, Shop B-32, Building No- 5/B, MV Road, Andheri (East). Area- 855 sq ft (Built Up area) In the name of the Supreme Transport Organisation Private Limited. • Equitable Mortgage over commercial property land with structure in the name of Supreme Transport Organization Private Limited at Paldi, Kankaj Taluka, Daskoi, Ahmedabad. • Company to build DSR by way of Fixed Deposit of Rs 50.00 lacs along with security creation of the Aircraft. Banks' lien to be placed on the Fixed Deposit. **Personal Guarantee:** Mr. Kamal Agarwal Mr. Ammeet Agarwal Mr. Akash Agarwal Mr. Vimal Agarwal Mr. Girish Agarwal

SUPREME TRANSPORT ORGANISATION PVT LTD
DIRECTOR

For M/s. SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED.

Director/Authorised Signatory

Place: Mumbai
Date: 20/2/2013.

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"By Registered Speed Post with Ack. Due & Email"

Ref. No.: AXISB/SAG/SN/2024-25/92 Date: 06th June 2024

1. **Supreme Transport Organisation Private Limited** Having its registered office at 5/B-34, Akshay Mittal Industrial Estate, M. V. Road, Andheri East, Mumbai – 400059.	2. **Mr. Kamal Nagarmal Aggarwal** 703, Sankalp Mistry Complex, J.B. Nagar, Andheri East, Mumbai – 400059.
3. **Mr. Ammeet Kamal Agarwal** 703, Sankalp Mistry Complex, J.B. Nagar, Andheri East, Mumbai – 400059.	4. **Mr. Akash Kamal Agarwal** 703, Sankalp Mistry Complex, J B Nagar, Andheri East, Mumbai – 400059.
5. **Mr. Vimal Kumar Agarwal** B-306, Sai Krupa Elite, Doddenkundi, Ferncity Road, Marathahalli, Bengaluru – 560037.	6. **Mr. Girish Jagdishkumar Agarwal** S. No. 309-3+312-28 P. No. 4, Dabriwala Bhavan, Near State Bank of India, Malegaon, Nashik – 423203.
7. **Satish Kisanalal Agrawal** Dabriwala Bhavan, Near SBI, Malegaon, Nashik 423203	8. **Anandkumar Nagarmal Agrawal** Dabriwala Bhavan, Near SBI, Malegaon, Nashik 423203
9. **Arunkumar Kisnalal Agrawal** 309,12/4, Sangameshwar Camp, W No 1/1, Tal Malegaon, Nashik, 423203	

Email: id:
mumbai@stopl.in;ipprashantjain@gmail.com; supremetransportorg.cirp@gmail.com; ssarviresolution @gmail.com , ammeet@supremeaviation.com,

Sir/Madam,

Sub: Notice to Show Cause with respect to Fraud Classification pursuant to the Reserve Bank of India ("RBI") Master Directions on Frauds – Classification and Reporting by commercial banks and select FIs dated July 1, 2016 bearing no. RBI/DBS/2016-17/28 DBS.CO.CFMC.BC.No.1/23.04.001/2016-17 ("RBI Fraud MD")

We, Axis Bank Limited ("**Bank**") a company incorporated under the Companies Act, 1956 and carrying on its Banking business under the Banking Regulation Act, 1949 and having its Registered office at Trishul, 3rd Floor, Opp. Samartheshwar Temple, Near Law Garden, Ellis Bridge, Ahmedabad-380006 and having its Structured Assets Group at corporate office at 7th Floor, South Tower, Axis House. C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai-400025 issue this Show Cause Notice as under:

The addressee No.1 carrying on business in the name of M/s. Supreme Transport Organisation Private Limited ("**Borrower/ Company**") had approached the Bank for availing credit facilities as more particularly described below, and after due consideration, the Bank sanctioned the below mentioned credit facilities on terms and conditions as mentioned in the financing documents. The terms & conditions of the said financing documents were duly acknowledged and accepted by the parties thereto. The facilities were renewed/enhanced from time to time and the same has been duly accepted by the parties thereto.

7th Floor AXIS House C-2 Wadia International Centre Pandurang Budhkar Marg Mumbai. Maharashtra. India 400025
REGISTERED OFFICE : "Trishul" - 3rd Floor Opp. Samartheswar Temple, Near Law Garden, Ellisbridge, Ahmedabad - 380006. Telephone No. 079-26409322 Fax No. - 079-26409321
CIN: L65110GJ1993PLC020769 Website - www.axisbank.comMaharashtra . India 411004

AXIS BANK

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The details of the credit facilities availed from the Bank are as follows:

(Rs. in Lakhs)

			Financing Documents Reference	
Sr.No.	Nature of Credit Facilities	Sanctioned Limits	Sanction Letter/ Loan Agreement	Guarantee
1.	Term Loan	1187	AXISB/SME/MUM-IB/AS/2017-18	Mr. Ammeet Kamal Agarwal Mr. Kamal Nagarmal Aggarwal Mr. Akash Kamal Agarwal Mr. Vimal Kumar Agarwal Mr. Girish Jagdishkumar Agarwal

The addressee No. 02 to 09 being Mr. Ammeet Kamal Agarwal, Mr. Kamal Nagarmal Aggarwal, Mr. Akash Kamal Agarwal, Mr. Vimal Kumar Agarwal, Mr. Girish Jagdishkumar Agarwal, Satish Kisanalal Agrawal, Anandkumar Nagarmal Agrawal, Arunkumar Kisnalal Agrawal ("Promoters, suspended directors") had been associated with the Borrower Company in its capacity as Promoters, suspended directors.

We draw your attention to the RBI's Master Direction on Frauds – Classification and Reporting by Commercial banks and select FIs. In this regard, please note that investigation has been undertaken with respect to the credit facilities and the loan accounts, and various irregularities have been observed requiring you/ the credit facilities/ account to be classified as fraud pursuant to the RBI Master MD. Please find attached as **Annexure-I** a synopsis of the irregularities/ investigation findings concerning you.

We hereby call upon you to show cause as to why you/the credit facilities/ account should not be classified as fraud and further action (including regulatory & law enforcement reporting) should not be taken in accordance with the RBI Fraud MD. Please refer to Annexure-I for the irregularities/ causes requiring such fraud classification and related action.

Should you desire to attend to represent yourself/ respond with your submissions to this Show Cause Notice, we request you to please revert within a period of 15 days from the date of issuance of this Show Cause Notice at the following address:

Attention: Santosh Nangare
Designation: Assistant Vice President
Department: Structured Assets Group
Address: 7th Floor, C-2, Axis House, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai – 400 025.
Mobile No.-+ 91 9820413949
Email id: santosh.nangare@axisbank.com

If we do not hear from you within this time frame, we will presume that you have nothing to say in the matter and we shall then proceed accordingly based on our findings/ records.

Please note that this letter is being issued without prejudice to and is independent of all other legal actions that the Bank may pursue against you to recover its dues together with interest, penal interest, costs and other charges.

Your faithfully,

For Axis Bank Ltd.

Authorised Signatory

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Annexure-I

Sr. No.	Name of Noticee	Synopsis of Investigation/ Irregularities with respect to each specific Noticee	Whether the Specific Noticee is proposed to be classified as Fraud (Y/N)	Whether the account/ credit facilities are proposed to be classified as Fraud (Y/N)
1.	The addressee No.1 i.e. M/s. Supreme Transport Organization Pvt. Ltd.	Please refer to the below section.	Y	Y
2.	The addressee No.2 i.e. Mr. Kamal Nagarmal Aggarwal		-	-
3.	The addressee No.3 i.e. Mr. Ammeet Kamal Agarwal		-	-
4.	The addressee No.4 i.e. Mr. Akash Kamal Agarwal		-	-
5.	The addressee No.5 i.e. Mr. Vimal Kumar Agarwal		-	-
6.	The addressee No.6 i.e. Mr. Girish Jagdishkumar Agarwal		-	-
7.	The addressee No.7 i.e. Satish Kisanalal Agrawal		-	-
8.	The addressee No.8 i.e. Anandkumar Nagarmal Agrawal		-	-
9.	The addressee No.9 i.e. Arunkumar Kisnalal Agrawal		-	-

Synopsis of Investigation/ Irregularities

During the course of review, following adverse transactions were observed against M/s Supreme Transport Organization Pvt. Ltd:

I. **Sale of one of the properties mortgaged with Axis Bank without Bank's NOC during the CIRP moratorium period:**

- Borrower entered into a Memorandum of Understanding dated 29.08.2023 ("MoU") with one M/s Golden Gates Developers for sale of the agricultural land bearing Survey Nos. 102/2A, 103/1/2/A and 103/2 admeasuring 5460 square metres situated at Village Khanavale, Taluka Panvel, District Raigad ("said Property") for a consideration of Rs.14.00 crores.

- Three Conveyance Deeds dated 02.11.2023 with M/s Golden Gates Developers for sale of the said property were executed in pursuance of the MoU.

- It is important to note that the said property was mortgaged by the borrower with the Bank in lieu of the loan facility extended under the Term Loan Agreement.

- Borrower was admitted to NCLT Mumbai, vide order dated 08.09.2023 and accordingly, CIRP was commenced against the borrower.
- Under the Admission Order, a moratorium under Section 14 of the IBC was imposed, inter alia, against transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein.

- Despite of the Admission Order, the Borrower executed three Deeds of Conveyance dated 02.11.2023 with M/s Golden Gates Developers in respect of the said property, the details of which are as under:

    - Deed of Conveyance for sale of non-agricultural open land admeasuring 2220 square metres bearing Gat No. 102 Hissa No. 2/A, situated lying and being at Village Khanavale, Taluka Panvel, District Raigad. Total consideration for the aforesaid land is Rs. 5.81 crore.
    - Deed of Conveyance for sale of non-agricultural open land admeasuring 430 square metres bearing Gat No. 103 Hissa No. 2, situated lying and being at Village Khanavale, Taluka Panvel, District Raigad. Total consideration for the aforesaid land is Rs. 1.13 crore
    - Deed of Conveyance for sale of non-agricultural open land admeasuring 2810 square metres bearing Gat No. 103 Hissa No. 1/2/A, situated lying and being at Village Khanavale, Taluka Panvel, District. Total consideration for the aforesaid land is Rs. 7.06 crore

- During the CIRP moratorium, the Borrower sold the said property which was mortgaged with the Bank, without obtaining a No Objection Certificate (NOC) from the Bank and/or without any authority from the RP. The said conduct is in violation of the provisions of moratorium (Section 14 of the IBC) conditions imposed by NCLT Mumbai, which prohibited the disposal of the Borrower's assets. Such an unauthorized sale, without any authority/locus standi indicates an intent to defraud creditors by depriving the Bank of their security interest.

II. **Fraudulent Sale of the Aircraft:**

- The arrest of Mr. Ammeet Agarwal (suspended directors of the Borrower) by the EOW in relation to the Aircraft sale transaction with a Netherlands-based company, indicates a pattern of fraudulent conduct by the Borrower company's directors, aiming to divert assets and defraud external parties, including the creditors.

III. **Substantial related party transactions and not routing of sales proceeds through bank:**

- Ammeet Agarwal, Kamal Agarwal, and Akash Agarwal, the suspended director of the Borrower, unauthorizedly sold the Aircraft to TREK AIR BV. The sale proceeds were transferred to a UK-based bank account belonging to Shorelight Limited, a related party of the suspended directors, bypassing the Bank entirely. Furthermore, the Borrower deliberately chose to conceal the sale transaction of the Aircraft from the Bank and/or the RP. The sale and subsequent fund transfer to a related party in the UK along with the concealment is fraudulent in nature.

IV. **Concealment of vital documents:**

- Despite initiation of CIRP, the Borrower concealed the following critical documents from the RP and the Bank:

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- Purchase Agreement dated 20.07.2022 between the Borrower and TREK AIR BV for the sale of the Aircraft for a consideration of Rs.4.50 crores.
- Memorandum of Understanding dated 29.08.2023 ("MoU") with M/s Golden Gates Developers for sale of the said property (which was mortgaged to the Bank) for consideration of about Rs.14.00 crores.
- Three Conveyance Deeds dated 02.11.2023 with M/s Golden Gates Developers for sale of the said property in pursuance of the MoU.

V. Non-Cooperation with Transaction Audit:

- The Borrower's non-cooperation with the transaction auditor, further demonstrates fraud and an attempt to conceal the fraudulent activities/transactions and obstruct the resolution process. Such non-cooperation is a deliberate attempt to hide the true financial position and past transactions in respect of the Corporate Debtor.

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सदैवतत्पर, सदैवमदतीस
e-mail.:- dcpeowzone-mum@mahapolice.gov.in

Government of Maharashtra
Office of the Dy. Commissioner of Police,Economic Offences Wing,New AdministrativeBuilding, 3rd floor, Commissioner Office,
Dr. D.N.Road, Mumbai - 400001

O.W.NO. 325 /DCP/ EOW /2024 Dt. 29/05/2024.

To,

The Principal Commissioner,
Office of the Principal commissioner of Customs,
Custom House, Mundra Port, Kuch,
State: - Gujrat 370421

Subject:- Provide the details of fake certificate submitted by EXP- 1 Mr.Ammeet Kamal Agrawal of M/s/ Supreme Transport Organisation Pvt. Ltd. holding IEC No.0314063978,shipping bill No.9651955 dated 29.04.2023 for export of some cargo ie. VT-UD Cessna Grand Caravan (old & used aircraft parts) CTH- 88023000.

Reference :- Your Show Cause Notice to EXP-2 vide O.W.No.CUS/ASS/MISC/137/2024/EA Dated 29.01.2024.

Respected Sir/Madam.

It is to inform you that, Economic Offences Wing of Mumbai Police, has registered a criminal case vide E.O.W. CR No. 32/2024 u/s 409, 420, 465, 467, 468, 471 & 34 of Indian Penal Code against Mr. Ammeet Kamal Agarwal of M/s.Supreme Transport Org. Pvt. Ltd on 08.05.2024. During the course of investigation, complainant has produce a photocopy of 'show cause notice' issued by your office against Mr.Ammeet Kamal Agarwal, with reference to above mention subject, who is also an arrested accused in this case.

In above referred show cause notice, given to Ammeet Kamal Agarwal, you have mentioned in point no. 4 under heading of Outcome of Investigation at point no. (iii) that " Shri. Ammeet Agarwal, one of the directors of M/s. Supreme Transport Organisation Pvt. Ltd. i.e. EXP-2 attempted to export the cargo by filling of shipping bill no. 9651955 dated 29.04.2023 by

submitting various fake documents as he is not a shareholder of the company, Also he is engaged in unauathorized activities, despite clear instruction by NCLT order dated 05th December-2022 assets of the company cannot be sold.

You are requested to provide us the true copy of the list and fake documents submitted by accused Ammeet Kamal Agarwal to export cargo by filling of shipping bill No.9651955 dated 29.04.2023 for the investigation of above mentioned case at the earliest.

Thanking You.

DY. COMMISSIONER OF POLICE, E.O.W.-I * MUMBAI *

Yours sincerely,

3015

(Sangramsinh Nishandar)
Deputy Commissioner of Police,
Economic Offences Wing, Mumbai

सत्यमेव जयते

सद्रक्षणाय खलनिग्रहणाय

महाराष्ट्र शासन

Office of the
Senior Inspector of Police,
Unit-5 (Gen. Cheating-III),
Economic Offence Wing,
Police Commissioner Office Compound,
Ground Floor, Crawford Market, Mumbai 400 001.
Email ID srpigc3.eowmum@mahapolice.gov.in

O.W.No. 1382 / EOW/ UNIT-5, (GC-III)/2025. Date:- 20 /06/2025

To,

Deputy Commissioner (SIIB),
Office of the Principal Commissioner of Customs,
Customs House, Mudra, Kutch, Gujrat.
Email:- siibmundra@gmail.com

Sub:- To provide details of fake certificate submitted by Mr. Ammeet Agarwal holding IEC No. 0314063978, Shipping bill No.9651955 dated 29/04/2023 for export of cargo.

Ref:- 1)Your letter F.No.CUS/EP/Misc/212/2023-EA-O/o Pr Commr-Cus-Mudra, Dated 05/10/2024
2) Request letter from this office vide O.W.No. 3095 / EOW/ UNIT-5, (GC-III)/2025. Dated 13/11/2024

Respected Sir,

Economic Offence Wing, Mumbai has registered a case vide E.O.W. CR No. 32/2024 u/s 409, 420, 465, 467 ,468, 471, 34 of Indian Penal Code against Mr. Ammeet Kamal Agarwal of M/s. Supreme Transport Organization Pvt. Ltd on 08/05/2024. Same is being investigated by this unit. In this case, accused Ammeet Kamal Agarwal has sold following mentioned aircraft to complainant Mr. Michiel Kneefel, President & CEO of 'Trek Air BV', a Netherland resident.

Owners Name	M/s Supreme Transport Organization Pvt. Ltd.
Make & Model	Cessna 208 B
Serial Number	208B240
Registration Number	VT-UDN
Make & Models of Engines	P & W Canada PT6A-114A
Engine Serial No.	PCE-PC2041

2/-

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As response to request from this office your good office have submitted related documents in connection with IEC No. 0314063978, Shipping bill No.9651955 dated 29/04/2023 for export of some cargo i.e. old & used aircraft as mentioned above.

After perusal of said documents it is learnt that your good office had investigated a case against M/s. Supreme Transport Organization Pvt. Ltd. and issued Show Cause Notice.

You are in receipt of letter mentioned reference No-2 mentioned above, wherein your good office was requested to provide information mentioned below related to such investigation which will prove helpful for further course of investigation of this crime.

1) What is the status of investigation? if the investigation is concluded, kindly furnish copy of final report.
2) Any disclosure of fake documents, impersonation, forgery? Please provide details.
3) Any information which u find relevant to this case may please be provided.

Such information has not been provided so far. Hence you are requested to provide the information requested as early as possible.

You may contact Investigation Officer Mr. Honaji Lande, Police Inspector on his Mobile No.7722009005 for any clarification.

Thanking You.

Enclosed- Copy of letter dated 13th November 2024.

SR. INSPECTOR OF POLICE * E.O.W., MUMBAI *

Yours sincerely,

20/06/25

(Ravindra Avhad),
Senior Inspector of Police,
Unit 5,GC-3,EOW,Mumbai.

OK

RM004100653IN IVR:6Z7700410065
RL TAJMAHAL SO <400001>
Counter No:1,20/06/2025,15:57
To:DEPUTY COMMISSIONER,,
PIN:370201, Gandhidham SO
From:POLICE MIRI,COLABA POLICE ST
Wt:20gms,REG=17.0
Amt:0.00,SS=26.00Tax=3.96,Amt.Paid:0.00
<Track on www.indiapost.gov.in>
<Dial 18002666868><Wear mask -Stay safe>

सद्रक्षणाय खलनिग्रहणाय

महाराष्ट्र शासन

Office of the
Senior Inspector of Police,
Unit-5 (Gen. Cheating-III),
Economic Offence Wing,
Police Commissioner Office Compound,
Ground Floor, Crawford Market, Mumbai 400 001.
Email ID srpigc3.eowmum@mahapolice.gov.in

O.W.No. 3095 / EOW/ UNIT-5, (GC-III)/SNS/2024. Date:- 13 /11/2024

To,

Deputy Commissioner (SIIB),
Office of the Principal Commissioner of Customs,
Customs House, Mudra, Kutch, Gujrat.
Email:- siibmundra@gmail.com

Sub:- To provide details of fake certificate submitted by Mr. Ammeet Agarwal holding IEC No. 0314063978, Shipping bill No.9651955 dated 29/04/2023 for export of cargo.

Ref:- 1)Your letter F.No.CUS/EP/Misc/212/2023-EA-O/o Pr Commr-Cus-Mudra, Dated 05/10/2024

Respected Sir,

Economic Offence Wing, Mumbai has registered a case vide E.O.W. CR No. 32/2024 u/s 409, 420, 465, 467 ,468, 471, 34 of Indian Penal Code against Mr. Ammeet Kamal Agarwal of M/s. Supreme Transport Organization Pvt. Ltd on 08/05/2024. Same is being investigated by this unit. In this case, accused Ammeet Kamal Agarwal has sold following mentioned aircraft to complainant Mr. Michiel Kneefel, President & CEO of 'Trek Air BV', a Netherland resident.

Owners Name	M/s Supreme Transport Organization Pvt. Ltd.
Make & Model	Cessna 208 B
Serial Number	208B240
Registration Number	VT-UDN
Make & Models of Engines	P & W Canada PT6A-114A
Engine Serial No.	PCE-PC2041

2/-

265

As response to request from this office your good office have submitted related documents in connection with IEC No. 0314063978, Shipping bill No.9651955 dated 29/04/2023 for export of some cargo i.e. old & used aircraft as mentioned above. Prompt reply from your office is highly appreciated.

After perusal of said documents it is learnt that your good office had investigated a case against M/s. Supreme Transport Organisation Pvt. Ltd. and issued Show Cause Notice. You are requested to provide information mentioned below related to such investigation which will prove helpful for further course of investigation of this crime.

a. What is the status of investigation? if the investigation is concluded, kindly furnish copy of final report.
b. Any disclosure of fake documents, impersonation, forgery? Please provide details.
c. Any information which u find relevant to this case may be provided.

Thanking You.

SR. INSPECTOR OF POLICE
Unit-5 (G.C.-3), E.O.W. Mumbai
सत्यमेव जयते

Yours sincerely,

13/11/24

(Ravindra Avhad),
Senior Inspector of Police,
Unit 5,GC-3,EOW,Mumbai.

To Provide detail of fake Certificate submitted by Mr. Amit Agarwal holding IEC No.0314063978, Shipping Bill No.9651955 dated 29-04-2023 for export of Cargo

UNIT V GC III < srpigc3.eowmum@mahapolice.gov.in >

Fri, 20 Jun 2025 2:17:31 PM +0530

To "siibmundra"<siibmundra@gmail.com>

Respected Sir,

Pls. See Attachment.

Regards,
PI Honaji Lande
EOW, Unit-5 (G.C.3)
MOB.NO. 7722009005

1 Attachment(s)

CR.NO.32-2024.pdf
1 MB

आ.क्र. 8259 /आयुवि/2024
22/10

9842
21/10
267

कार्यालय प्रधान आयुक्त, सीमा शुल्क,

सीमा शुल्क सदन, मुंद्रा, कच्छ, गुजरात

OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS

CUSTOMS HOUSE, MUNDRA, KUTCH, GUJARAT.

दूरभाष: **02838-271162/421**

E-mail: siibmundra@gmail.com

F. No. CUS/EP/Misc/212/2023-EA-O/o Pr Commr-Cus-Mundra Dated 05.10.2024

5445

To,
The Deputy Commissioner of Police,
Economic Offences Wing, Mumbai,
Administrative Building, 3rd Floor, Commissioner Office
Dr. D.N. Road, Mumbai-400001.

Dcp EOW-I
Unit-7 (Gc-3)
22/X

पोलीस सह आयुक्त
आर्थिक गुन्हे विभाग, मुंबई

Sir,

Sub.: Provide the details of fake certificate submitted by EXP-1 Mr. Ammeet Kamal Agarwal of M/s. Supreme Transport Organisation Pvt. Ltd. holding IEC No. 0314063978, shipping bill No. 9651955 dated 29.04.2023 for export of some cargo i.e., VT-UD Cessna Grand Caravan (old & used aircraft parts) CTH-88023000-Reg.

Reference:- Your office email dated 03.10.2024 from email id *"srpiunit5.eowmum@mahapolice.gov.in"*

2. This is to inform you that this office had investigated a case against M/s. Supreme Transport Organisation Pvt. Ltd, and issued Show Cause Notice No. CUS/ASS/MISC/137/2024/EA dated 29.01.2024 for an attempt to export certain cargo, specifically VT-UD Cessna Grand Caravan (old & used aircraft parts) classified under CTH-88023000, via shipping bill no. 9651955 dated 29.04.2023. This attempt was made despite clear instructions from the NCLT order dated 05.12.2022, which stated that the assets of the company could not be sold.

3. The list of true copy of documents related to the attempted export is

Office of the Dy. Commissioner of Police (EOW) I Mumbai
Inward No. 4558
Date 29/10/24
Unit GC-3
Dy. Commissioner of Police EOW-1 Mumbai

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enclosed with this letter and the same is as follows:

- Copy of letter submitted by M/s. Supreme Transport Organisation Pvt. Ltd i.r.o Summons dated 01.05.2023 (EXP-2).
- Copy of shipping bill no. 9651955 dated 29.04.2023 filed by Exp-2
- Copy of Invoice no. STOPL/AIRLINE/01/2023 dtd. 05.04.2023 issued by Exp-2 to M/s. Intercontinental Commercial Aircraft, Inc., USA
- Copy of letter for the provisional release of the cargo.
- Copy of letter dated 15.05.2023 submitted by EXP-2 requested for waiver of CFS and line charges for SB no. 9651955 dated 29.04.2023.
- Copy of NCLT order dated 05.12.2022 (Name of Parties: Supreme Transport Organisation Pvt. Ltd. VS Satish Kishanlal Agarwal).

2. This issues with the approval of the Additional Commissioner, Custom House, Mundra.

Encl: as above

Yours faithfully,

Signed by Gajraj Bachhawat

(Gajraj Bachhawat)

Deputy Commissioner(SIIB),
Custom House, Mundra.

पो.नि. सूर्यवंशी

PI Suryvanshi

28/10/24

Sr. Inspector of Police
Unit-3 (General Cheating-3)
E.O.W., Mumbai.

TR-79/08/24
28/10/24

आ.क्र. 826 ...../वर्णनिक कक्ष-७(ज.चि-३)/आगुवि/२०२४
दिनांक :- 28/10/24

API बाघमारे

प्रभारी पोलीस निरीक्षक
कक्ष-७ (शेअर्स), आ.गु.वि., मुंबई
I.W. 1117/24 Dt- 28/10/24

SUPREME TRANSPORT ORGANISATION PVT LTD
SUPREME SINCE 1983
5B 34 Mittal Ind Estate MV Road Andheri East Mumbai 400059 INDIA +91 9870811224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in kamal@stopl.in
******

To
The Additional Commissioner of Custom (SIIB)
Mundra Custom House
Mundra Port,
Mundra.

Respected Sir,

With reference to summons issued to us on 01.05.2023 for recording statement.

2. It is to bring to your kind notice that we are unable to present for tendering statement in the present case due to Some unavoidable circumstance.

3. We are enclosing herewith copy of Bill of Entry of import of VT-UDN Cessna Grand Caravan C208D 2013 along with copy of Demand draft and TR-6 Challan for payment. Copy of registration certificate issued by DGCA. De- registration certificate issued by DGCA. NOC issued by Airport Authority of India. Details of payment received against the same of above aircraft.

4. Further, we request your good office to release the above aircraft provisionally for export and we undertake to Cooperate in any inquiry/investigation to be taken by department.

We request you to please allow us provisional export of goods as Soon as Possible

Thanking you
sincerely yours

For Supreme Transport Organisation Pvt Ltd

Supreme Transport Organisation Pvt. Ltd. Mumbai

Authorized Signatory

6/5/23

Superintendent (SIIB) Custom House Mundra

२१९०

Sr. Inspector of Police
Unit-5 (General Cheating-3)
E.O.W., Mumbai.

आ.क्र. ...../वपोनि/कक्ष-५(ज.चि-३)/आगुवि/२०
दि.....

271

INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

MUNDRA SEZ PORT, MUNDRA, GUJARAT

Port Code	SB No		SB Date	
INMUN1	9651955		29-APR-23	
IEC/Br	0314063978			0
GSTIN/TYPE	27AAMCS0611A2ZU GSN			
CB CODE	AAECA9987BCH004			
TYPE	INV	ITEM		CONT
Nos	1	1		0
PKG	1	G.WT	KGS	2240

* SB21290420231819

PART - I - SHIPPING BILL SUMMARY

A STATUS

1.MODE	2.ASSESS	3.EXMN	4.JOBBING	5.MEIS	6.DBK	7.RODTP	8.DEEC/DFIA	9.DFRC	10.RE-EXP	11.LUT
SEA	Y	N	N	N	N	N	N	N		Y

B DECLARAN DETAILS

12.PORT OF LOADING	INMUN1 (Mundra)	13.COUNTRY OF FINALDESTINATIO	UNITED STATES
14.STATE OF ORIGIN	MAHARASHTRA	15.PORT OF FINAL DESTINATION	USFID (Florida)
16.PORT OF DISCHARGE	USFID (Florida)	17.COUNTRY OF DISCHARGE	UNITED STATES

1.EXPORTER'S NAME & ADDRESS	7.CONSIGNEE NAME & ADDRESS
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED	Intercontinental Commercial Aircraf
5B.34, AKSHAY MITTAL INDUSTRIAL	Inc,3907 N Federal Hwy,#150.
ESTATE, M.V. ROAD, ANDHERI EAST	Pompano Beach, FL. 33064.
MUMBAI, MAHARASHTRA 2.Type Private	US
3. AD CODE: 03001E8	8. GSTIN / TYPE: 27AAMCS0611A2ZU GSN
4.RBI WAIVER NO.& DT	9.FOREX BANK A/C NO.: 10XXXXXXXXX901
5.CB NAME: ASR LOGISTICS (INDIA) PVT.LTD.	10.DBK BANK A/C NO.
6.AEO	11. IFSC NO.

C.VALU SUMMA

1.FOB VALUE	2.FREIGHT	3.INSURANC	4.DISCOU	5.COM
44770000	407000	4070	0	0
6.DEDUCTIONS	**7.P/C**		**8.DUTY**	**9.CESS**
0	0			

D. EX.PR.

1.DBK CLAIM	2. IGST AMT	3.CESS AMT
0		
4.IGST VALUE	**5.RODTEP AMT**	**6.ROSCTL AMT**
	0	0

E - MANIFEST DETAILS

1.MAWB NO.	2.MAWB DT	3.HAWB NO.	4.HAWB DT	N.O.C.

4. CIN NO.	5. CIN DT.	6. CIN SITE ID

F.INVOICE SUMMARY

1.SNO	2.INV NO.	3. INV AMT.	4.CURRENC
1	STOPL/01/2023	555050	USD

G. EQUIPMENT DETAILS

1.CONTAINER	2.SEAL	3.DATE	4.S No

H CHALLAN DETAILS

1SR.NO	2.CHALLAN NO	3.PAYMT DT	4.AMOUNT

I. ANNEX DETAILS

1.SEAL TYPE	2.NATURE OF CARGO	3.NO. OF PACKETS	4.NO. OF CONTAINERS	5.LOOSE PACKETS
WAREHOUSE SEALED	CONTAINERISED	1	0	

6.MARKS & NUMBERS	
	INVOICE NO.STOPL/AIRLINE/01/2023,DT:05/04/2023//LUT ARN NO.AD2704230116097,DT:05.04.2023.

J.PROCESS DETAILS

1.EVENT	2.DATE	3.TIME	4.LEO NO.
5.Submission	29-APR-23	13:27	6.LEO Date.
5.Assessment	29-APR-23	18:07	8.BRC Realisation Date
7.Examination			
9.LEO			

ASSESSED COPY

Validity unknown
Digitally signed by DS CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS 05
Date: 2023.04.29 18:19:29 IST
Reason: CUSTOMS
Location: INDIA

Glossary

A: ASSESS - Assessed, EXMN - Examined, MEIS - Merchantise Export Incentive Scheme, DBK - Drawback, ROSL - Rebate of State Levies, DEEC - Duty Exemption Entitlement Certificate, DFRC - Duty Free Replenishment Certificate,LUT - Letter of Under Taking. B: CB - Customs Broker AD Authoized Dealer , AEO - Authorized Economic Operator, UCR - Unique Customs Reference C: DISCOU - Discount, COM - Commission, P/C Packing Charges,D: EX. PR.- Export Promotions E: MAWB / HAWB - Master / House Airway Bill Number J:BRC- Bank Realisation Certificate

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Visit ICEGATE portal to verify latest version*.

6/4/23
Superintendent (SIIB)
Custom House Mundra

INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

MUNDRA SEZ PORT, MUNDRA, GUJARAT

Port Code	SB No		SB Date	
INMUN1	9651955		29-APR-23	
IEC/Br	0314063978			0
GSTIN/TYPE	27AAMCS0611A2ZU GSN			
CB CODE	AAECA9987BCH004			
TYPE	INV	ITEM		CONT
Nos	1	1		0
PKG	1	G.WT	KGS	2240

* SB21290420231819

PART - II - INVOICE DETAILS

A. REF

1.S.No	2.INVOICE No. & Dt.	3.P.O.No. & Dt.	4.LoC No. & Dt	5.Contract No.&Dt	6.AD code	7.INVTERM
1	STOPL/01/2023 05/04/2023				03001E8	CIF

B. TRANSACTION PARTIES

1.EXPORTER'S NAME & ADDRESS	2.BUYER'S NAME & ADDRESS
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED 5B.34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V. ROAD, ANDHERI EAST 400059	Trek Air BV Beech Avenue 54, 1119 PW Schiphol Rijk, The Netherlands
3.THIRD PARTY NAME & ADDRESS	**4.BUYER AEO STATUS**

C.VAL DTLS

1.INVOICE VALUE	2.FOB VALUE	3FREIGHT	4.INSURANCE	5DISCOUNT	6.COMMISON	7.DEDUCT	8.P/C	9.EXCHANGE RATE
555050	550000	5000	50	0	0	0		1 USD INR 81.4
USD	USD	USD	USD	USD	USD	USD		

D. ITEM DETAILS

1.ItemSNo	2.HS CD	3.DESCRIPTION	4.QUANTITY	5.UQC	6.RATE	7.VALUE(F/C)
1	88023000	VT-UDN Cessna Grand Caravan C208B 2013(O LD & USED AIRCRAFTS PARTS)-Without Engin e	1	SET	550000	550000

ASSESSED COPY

Glossary

A: Ref - Reference P.O. - Purchase Order, LoC - Letter of Credit, AD - Authorised Dealer **C:** VAL DTLS - Valuation Details
FOB - Freight On Board, DEDUCT - Deduction , P/C - Packing Charge **D:** HS CD - Harmonized System Code, UQC - Unit Quantity Code

8/10/24

Superintendent (SIIB)
Custom House Mundra

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INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

MUNDRA SEZ PORT, MUNDRA, GUJARAT

Port Code	SB No		SB Date
INMUN1	9651955		29-APR-23
IEC/Br	0314063978		0
GSTIN/TYPE	27AAMCS0611A2ZU GSN		
CB CODE	AAECA9987BCH004		
TYPE	INV	ITEM	CONT
Nos	1	1	0
PKG	1	G.WT KGS	2240

* SB21290420231819

PART - III - ITEM DETAILS

1INVSN	2ITEMSN	3.HS CD	4.DESCRIPTION	5.QUANTITY	6UQC	7.RATE	8VALUE(F/C)	9.FOB (INR)	10.PMV
1	1	88023000	VT-UDN Cessna Grand Caravan C208B 2013(O LD & USED AIRCRAFTS PARTS)-Without Engin e	1	SET	550000	550000	44770000	49247000

11.DUTYAMT	12.CESS RT	13CESAMT	14.DBKCLMD	15.IGSTSTAT	16. IGST VALUE	17. IGST AMOUNT	18SCHCOD
			N	LUT			00

19. SCHEME DESCRIPTION	20. SQC MSR	21. SQC UQC	22. STATE OF ORIGIN	23. DISTRICT OF ORIGIN
Free SB Involving Remittance C	30	NOS	MAHARASHTRA	MUMBAI

24. PT Abroad	25.COMP CESS	26.END USE	27.FTA BENEFIT AVAILED	28. REWARD BENEFIT	29. THIRD PARTY ITEM
NCPTI	0 INR	GNX200	Y	No	N

INVOICE (1/1)

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GLOSSARY

FOB - Freight On Board, HS CD Harmonized System Code, UQC - Unit Quantity Code, PMV - Present Market Value, CESAM - Cess Amount
IGSTSTA - IGST Payment Status, VAL - IGST Value, PAID - IGST Amount Paid, SCHCOD - Scheme Code, SQC MSR - Standard Quantity Measurement, comp - compensatory, PT Abroad - Preferential treatment Availed Abroad

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6/10/23

Superintendent (SIIB)
Custom House Mundra

INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

MUNDRA SEZ PORT, MUNDRA, GUJARAT

Port Code	SB No		SB Date
INMUN1	9651955		29-APR-23
IEC/Br	0314063978		0
GSTIN/TYPE	27AAMCS0611A2ZU GSN		
CB CODE	AAECA9987BCH004		
TYPE	INV	ITEM	CONT
Nos	1	1	0
PKG	1	G.WT KGS	2240

* SB21290420231819

PART - IV - EXPORT SCHEME DETAILS

OTHER ADDITIONAL INFORMATION

A. DRAWBACK & ROSL CLAIM

1.INV SNO	2.ITEM SNO	3.DBK SNO.	4.QTY/WT	5.VALUE	6.RATE	7.DBK AMT	8.STALEV	9.CENLEV	10.ROSCTL AMT

B. AA / DFIA LICENCE DETAILS

1.INV SNO	2.ITEM SNO	3.LICENCE NO	4.DESCN OF EXPORT ITEM	5.EXP SNO	6.EXPQTY	7.UQC	8.FOB VALUE
		9.SION	10.DESCN OF IMPORT ITEM	11IMP SNO	12IMPQT	13.UQC	14.INDIG / IMP

C. JOBBING DETAILS

1.BE NO	2.BE DATE	3.PORT CODE	4.DESCN OF IMPORTED GOODS	5.QTY IMP	6.QTY USED

D. SINGLE WINDOW DECLARATION

1.INVSN	2.ITMSN	3.INFO	4.QUALIFIER	5.INFO CD	6.INFO TEXT	7.INFO MSR	8.UQC
1	1	CHR	SQC			30	NOS
1	1	ORC	STO	27			
1	1	ORC	DOO	482			
1	1	ORC	EPT	NCPTI			
1	1	DTY	GCESS			0	INR
1	1	DTY	RDT	RODTEPN	Not Claimed		

E. SINGLE WINDOW DECLARATION - CONSTITUENTS

1.INVSN	2.ITMSNO	3.C SNO	4.NAME	5.CODE	6.PERCENTAGE	7.YIELD PCT	8.ING

F. SINGLE WINDOW DECLARATION - CONTROL

1.INVSN	2.ITMSNO	3.CONTROL TYPE	4.LOCATION	5.ST DT	6.END DT	7.RES CD	8.RES TEXT

G.SUPPORTING DOCUMENTS

1.INVSN	2.ITMSNO	3 DOCTYPCD	4. ICEGATE ID	5. IRN	6.PARTY CD	7.ISSUE PLA	8.ISS DT	9.EXP DT
1	1	331000	ASRKDLMUIN	2023042900059950		MUMBAI	05-APR-23	

H.INVOICE DETAILS

1.SNO	2.INVOICE NO	3.INVOICE AMOUNT	4.CURRENCY
1	STOPL/01/2023	555050	USD

I.CONTAINER DETAILS

1.SNO	2.CONTAINER	3.SEAL	4.DATE

J.AR4 DETAILS

1.INVSN	2.ITMSN	3.AR4 NUMBER	4.AR4 DATE	5.COMMISSIONERATE	6.DIVISION	7.RANGE

K. THIRD PARTY DETAILS

1.INVSN	2.ITMSN	3.IEC	4. EXPORTER NAME	5. ADDRESS	6.GSTN ID AND TYPE

L. ITEM MANUFACTURER/PRODUCER/GROWER DETAILS

1.INVSN	2.ITMSN	3.TYPE	4.MANUFACT CD	5.SOURCE STATE	6.TRANS CY	7.ADDRESS

M. RODTEP DETAILS

1.INVSN	2.ITMSN	3. QUANTITY	4. UQC	5. NO. OF UNITS	6. VALUE

Glossary

INVSN - Invoice Serial Number ITMSN - Item Serial Number **A:** DBK - Drawback, ROSL - Rebate of State Levies, **B:** DFIA - Duty Free Import Authorization, EXP - Export , IMP - Import , UQC-Unit Quanity CodeFOB - Freight On Board **D:** INFO - Information CD - Code MSR - Measuremen **E:** ING - Ingredient **F :** RES CD - Result Code, RES TXT - Result Text ST DT -Start Date **G:** IRN - Image Reference Number CD - Code PLA - Pla

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6/10/23

Superintendent (SIIB)
Custom House Mundra

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INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

MUNDRA SEZ PORT, MUNDRA, GUJARAT

Port Code	SB No		SB Date
INMUN1	9651955		29-APR-23
IEC/Br	0314063978		0
GSTIN/TYPE	27AAMCS0611A2ZU GSN		
CB CODE	AAECA9987BCH004		
TYPE	INV	ITEM	CONT
Nos	1	1	0
PKG	1	G.WT KGS	2240

* SB21290420231819

PART - V - DECLARATIONS

A. DECLARATION STATEMENT

ASSESSED COPY

B. AUTHORIZED SIGNATORY

DATE

PLACE

AUTHORIZED SIGNATORY

CHA NAME :AAECA9987BCH004

6/6/23

Superintendent (SIIB)
Custom House Mundra

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SUPREME TRANSPORT ORGANISATION PVT LTD

5B 34 Mittal Ind Estate MV Road Andheri East Mumbai 400059 INDIA +91 9870811224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in kamal@stopl.in
******

TAX INVOICE

No. **STOPL/AIRLINE/01/2023** Date: **5th April 2023**

Buyer Name:-
Intercontinental Commercial Aircraft, Inc 3907 N Federal Hwy, #150. Pompano Beach, FL. 33064. Tax ID: 47- 4365380 Mr. Henrique Escrow Agent: POWELL AIRCRAFT TITLE SERVICE S. Penn Ste A, Oklahoma City OK 73159 Tel: +1 405 685 4858 Contact Person: Ms. Chandra Crawford

Delivery Location:-
Intercontinental Commercial Aircraft, Inc 3907 N Federal Hwy, #150. Pompano Beach, FL. 33064. Tax ID: 47- 4365380 Mr. Henrique
Registered Add: Supreme Transport Organisation Pvt Ltd 5B 34 Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai 400059 Contact Person: Capt Ammeet K Agarwal Contact No.: +91 9870811224 Tel No.: 02242383930 GSTIN NO.: 27AAMCS0611A2ZU ammeet@supremeaviation.com

Sr.	Particular	Qty	Amount
1.	SALE of VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 AS IS WHERE IS as per AGREEMENT dated 20th July 2022	1	US $550,000
	GST EXEMPTED PLEASE SEE AUDITOR/CHARTERED ACCOUNTANT CLARIFICATION ENCLOSED	NIL	NIL

For Supreme Transport Organisation Pvt Ltd

Supreme Transport Organisation Pvt Ltd * Mumbai

Authorized Signatory

******

11/5/23

6/10/23

Superintendent (SIIB)
Custom House Mundra

SUPREME TRANSPORT ORGANISATION PVT LTD

UPREME SINCE 1983

5B 34 Mittal Ind Estate MV Road Andheri East Mumbai 400059 INDIA +91 9870811224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in kamal@stopl.in
******

PACKING LIST

Exporter	Invoice No. STOPL/AIRLINE/01/2023 / Date 05/04/2023 / Exp's Ref:
SUPREME TRANSPORT ORGANISATION PVT LTD GROUND, 5/B 34, AKSHAY MITTAL INDUSTRIAL ESTATE, M V ROAD, ANDHERI EAST, Mumbai Suburban, Maharashtra, 400059 GST No.: 27AAMCS0611A2ZU	Buyer's order No. & Date A1 Other Reference : I.E.CODE : I.E.CODE : 0314063978
Consignee / Bill To :- Intercontinental Commercial Aircraft, Inc. 3907 N. Federal Hwy #150 Pompano Beach - FL 33064 , ZIP: 33064 Phone No.: 561-690-2437 TAX ID : 47-4365380 , Email : icaircraftinc@gmail.com	Notify / Ship To :- Intercontinental Commercial Aircraft, Inc. Calhoun County Airport, F95 16701 NW Agripark Rd Altha, FL 32421 (USA) Phone No.: 1-3055827928 Email : icaircraftinc@gmail.co
Notify other then consignee :- Trek Air BV Beech Avenue 54, 1119 PW Schiphol Rijk, The Netherlands Concern Person Name: Mr. Michiel Kneefel, Email: trekair@gmail.com , Ph: +31654281518	Country of Origin of Goods INDIA
Pre carriage by: BY ROAD / Place of Reciept by Pre carrier: ICD JAIPUR , Rajasthan , INDIA	Terms of Delievery & Payment : CIF
Vessel/Voy Name: / Port of loading: Mundra , India	Nature of Goods :- VT-UDN Cessna Grand Caravan C208B 2013 (OLD & USED AIRCRAFTS PARTS) - Without Engi HS CODE: 88023000

S.No.	ITEM Name	Qty			Voluem/DIMENSIONS
1	FUSELAGE	1	pcs		Total Gross Weight : 2240.00 I
2	WINGS	2	pcs		Total Net Weight : 2100.00 Kg
3	HORIZONTAL STABLIZER	1	pcs		
4	VERTICAL STABLIZER	1	pcs		
5	ASSEMBLY MAIN LANDING GEAR	1	pcs		
6 .	WHEELS	2	pcs		
7	NOSE LANDING GEAR	1	pcs		
8	UP COWLING	2	pcs		
9	LOWER COWLING DAMAGED	2	pcs		
10	SEATS	11	pcs		
11	SET OF FAIRINGS	1	pcs		
12	RADAR	1	pcs		
13	CARGO POD	1	pcs		

Superintendent (SIIB) Customs House Mundra

Superintendent (SIIB) Customs House Mundra

SUPREME TRANSPORT ORGANISATION PVT LTD
5B 34 Mittal Ind Estate MV Road Andheri East Mumbai 400059 INDIA +91 9870811224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in kamal@stopl.in

******

14	AIR CONDITION COMPRESSOR	1	pcs		
15	FUEL FLOW SENSOR	1	pcs		
16	SET OF ENGINE ACCESSORIES	1	pcs		
		Total :	30	pcs	

We declare that this invoice shows the actual price of the goods described and all the particulars are true & correct,

For Supreme Transport Organisation Pvt Ltd.

Authorized Signatory

******

DRAFT

Superintendent (SIIB)
Custom House Mundra

SUPREME
A SINCE 1983 A

SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGO NO 27222200461

No# 429, 4c Main, 5th Cross, HRBR Layout, II Block, Kalyan Nagar, Bangalore- 560043
Tel +91 93414 54341 Email bengaluru@stopl.in Website www.stopl.in

To
The Deputy commissioner of customs
SIIB
Mundra customs House

Ref: Shipping Bill No.7758345 dated 13.02.2023 was filed by M/s Flyd Aerospares Private Limited, having address at H.No.8/9, Mehram Nagar, New Delhi-110037.

It is to bring to your kind notice that M/s Flyd Aerospares Private Limited, New Delhi filed shipping Bill No.7758345 dated 13.02.2023 for export of Parts of Damaged Aircraft Cessna Grand Caravan (Old & Used Aircrafts Parts) to M/s Intercontinental Commercial, Aircraft, INC., 3907 N. federal HWY#150, Pompano Beach FL 33064, USA which is now purged due to non-submission of some quires raised during assessment regarding GST and depreciation certificate.

2. It is to bring your kind notice that the Aircraft which is to be exported to M/s Intercontinental Commercial Aircraft, INC., USA is the actual buyer of the Aircraft. For the sale of the above Aircraft, an agreement on 20.07.2022 was entered between M/s TREK AIR BV, The Netherlands (Buyer) and M/s Supreme Transport Organisation Pvt. Ltd. (Seller). M/s TREK AIR BV, The Netherlands is just a FAA Certified agent of M/s Intercontinental Commercial, Aircraft, INC., USA. Therefore, on the same date i.e. on 20.07.2022 a sale agreement was also entered between M/s TREK AIR BV and M/s Intercontinental Commercial Aircraft, INC., USA.

3. The above Aircraft was sold to (on *As-ls Where-ls* Basis) M/s Intercontinental Commercial Aircraft, INC., USA through agent M/s Trek Air BV for export to USA. Therefore, Aircraft was de-registered from by Directorate of General of Civil Aviation by Certificate of De-Registration dated 13.05.2022 and the condition of register of sale of the Aircraft with the International Registry after the filing of the FAA Bill of Sale. The FAA stands for Federal Aviation Administration (FAA) under United States Department of Transportation. It signifies that the above sale transaction was for export of our Parts of Damaged Aircraft Cessna Grand Caravan (Old & Used Aircrafts Parts).

4. In the above agreement, the cost and arrangement of shipment from Jaipur to USA was to be borne by M/s Intercontinental Commercial Aircraft, INC., USA. That is why, we mentioned the delivery point at Jaipur in the Sale Agreement where the Aircraft was lying. Further, as the cost and arrangement of shipment of the cargo was to be done by M/s Intercontinental Commercial Aircraft, INC., USA, they deputed M/s Flyd Aerospares Private Limited, New Delhi for export of above cargo to them. Therefore, M/s Flyd Aerospares Private Limited, New Delhi filed the Shipping Bill No.7758345 dated 13.02.2023 and as the copy of invoice was required, an invoice was issued by M/s TREK AIR BV to M/s Flyd Aerospares Private Limited, New Delhi and the Export Invoice was issued by M/s Flyd Aerospares Private Limited, New Delhi to M/s Intercontinental Commercial Aircraft, INC., USA for export purpose only and no money transaction was involved in this case because this transaction was for only shipment of the present cargo only.

5. It appears that the Customs Department treating the above transaction between M/s Supreme Transport Organisation Pvt. Ltd. (Seller). M/s TREK AIR BV, The Netherlands as liable for GST as they are considering the same as domestic sale of Parts of Damaged Aircraft Cessna Grand Caravan (Old & Used Aircrafts Parts). However, the same was actually an export transaction.

6. For the purpose of better understanding of the above transaction, we are updating the condition mentioned in the above agreement. However, as it will take time and detention and demurrage charges increasing day by day, we, M/s Supreme Transport Organisation Pvt. Ltd. wants to file the free Shipping Bill without any export benefit and request your good office to consider our request to export the above cargo of Aircraft on Provisional Basis. Further, we undertake to co-operate in any inquiry and agree to pay duty, fine and penalty, if any arise on conclusion of the present inquiry to be taken by your good office or the GST department. However, we have the view that this is just a technical issue and no liability of any taxation will arise.

Supreme Transport Organisation Pvt. Ltd. MUMBAI

Superintendent SIIB
Custom House Mundra

For Supreme Transport Organisation Pvt Ltd

Authorized Signatory

280

SUPREME TRANSPORT ORGANISATION PVT LTD
SUPREME SINCE 1983
5B 34 Mittal Ind Estate MV Road Andheri East Mumbai 400059 INDIA +91 9870811224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in kamal@stopl.in
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To
The Additional Commissioner of Custom (SIIB)
Mundra Custom House
Mundra Port,
Mundra.

Date – 15-05-2023

OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS
15 MAY 2023
INWARD SECTION
Custom House

Subject – Waiver request for cfs and line charges vide SB: no 9651955 dated 29/04/2023

Respected Sir,

We would like to request you kindly waive of cfs charges and line charges for SB: no 9651955 dated 29/04/2023.
As you already awared we are in huge loss of cfs charges and line charges due to investigation takes a long time.
Again our humble request to you waive off the line and cfs charges.

Thanking you
sincerely yours

For Supreme Transport Organisation Pvt Ltd

Supreme Transport Organisation Pvt Ltd Mumbai

Authorized Signatory

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8/5/23

Superintendent (SIIB)
Custom House Mundra

NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI BENCH

Item 8

CA 625/2022 in CP/88(MB)2015

CORAM:
SH. SHYAM BABU GAUTAM
HON'BLE MEMBER (T)

JUSTICE P.N. DESHMUKH (Retd.)
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **05.12.2022**

NAME OF THE PARTIES: **Supreme Transport Organisation Pvt. Ltd.**
VS
Satish Kisanlal Agarwal

Appearance (via video-conference):
For the Applicant : Mr. P. Nagesh, Sr Adv, Ms. Lakshmi Gurung, Mr. Manish G Varma, Ms. Surbhi Soni, Ms. Mampy Karmakar

For the Petitioner : Rakesh K. Singh alongwith Shivani Soni

Section. 241(1) & 242(4)

ORDER

IA 625/2022:-

This is an Application filed by Mr. Vimal Agrawal and others seeking various prayers under the said Company Application. The Ld. Counsel appearing for the Respondent Nos. 2, 5 and 6 present and seeks time to place on record affidavit in reply. However, ld. Counsel for the Applicant invited our attention to order dated 25.04.2017 whereby the respondent stated across the Bar that Company is not selling the Property. He has further invited our attention on Page 45 where the sale deed entered between Supreme Transport Organisation Pvt. Ltd *i.e.* Respondent No.1 herein and Sangeeta Aviation Services Pvt. Ltd. *i.e.* Respondent

Superintendent Custom House Mumbai
NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

No.7 herein on 18.09.2018. Considering the above facts and on perusal of the record, Respondent Nos. 2, 5 and 6 are directed to maintain *status quo* (as on today) till the next date of hearing. Ld. Counsel for the Respondent Nos. 2, 5 and 6 are directed to place on record affidavit in reply well before the adjourned date by duly serving copy to the other side well in advance. List this matter on Board on **24.01.2022**.

Sd/-

SHYAM BABU GAUTAM
Member (Technical)

Sd/-

JUSTICE P.N. DESHMUKH
Member (Judicial)

Akash

Certified True Copy
Date of Application 14/12/2022
Number of Pages 2
Fee Paid Rs. 10/-
Applicant called for collection copy on 14/12/22
Copy prepared on 14/12/2022
Copy issued on 14/12/2022

Deputy Registrar 14/12/2022
National Company Law Tribunal, Mumbai Bench

Superintendent (SIIB)
Custom House Mundra

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NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

C.P No. 88/(MAH)/2015

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 25.04.2017

NAME OF THE PARTIES: Mr. Satish Kisanlal Agarwal & Ors.
V/s.
M/s. Supreme Transport Organisation Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397/398 & 235 of the Companies Act 1956 and 241/242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1.	Rishi Soors	Adv. for P-1 & 2	[signature]
2	Dr S. K. J[illegible]	PCS for Resp R1 to 5	[signature]

ORDER

CP 88/397-398,235/NCLT/MUM/MH/2015

For the respondent company secretary appearing on behalf of the respondent side stated that the company not selling the property of the company, we don't find any urgency in this case.

List this case on 13-06-2017.

Sd/-
V. NALLASENAPATHY
Member (Technical)

Sd/-
B.S.V. PRAKASH KUMAR
Member (Judicial)

राष्ट्रीय कंपनी विधि अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

6/10/24

Certified True Copy
Copy issued "free of cost"

Assistant Registrar
National Company Law Tribunal Mumbai Bench

Superintendent (SIIB) Custom House Mundra

CR NO 32/24

आ.क./5907/आयुक्त/2025
08-07

5446
07/07
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कार्यालय प्रधान आयुक्त, सीमा शुल्क,

सीमा शुल्क सदन, मुंद्रा, कच्छ, गुजरात

OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS

CUSTOMS HOUSE, MUNDRA, KUTCH, GUJARAT.

दूरभाष: 02838-271123/421

E-mail: siibmundra@gmail.com

F. No. CUS/EP/Misc/212/2023-EA-O/o Pr Commr-Cus-Mundra Dated 02-07-2025

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To,
The Deputy Commissioner of Police,
Economic Offences Wing, Mumbai,
Administrative Building, 3rd Floor, Commissioner Office
Dr. D.N. Road, Mumbai-400001.

DCP EOW-I
Unit-5 (GC-3)

8/7

पोलीस सह आयुक्त
आर्थिक गुन्हे विभाग, मुंबई

Dear Sir,

Sub.: To provide details of fake certificate submitted by Mr. Ammeet Agarwal holding IEC No. 0314063978, shipping bill No. 9651955 dated 29.04.2023 for export of cargo -Reg.

Reference:- Your office email dated 28.06.2025 from email id *"srpigc3.eoumum@mahapolice.gov.in"*

2. The list of true copy of following documents related to the attempted export was already sent vide this office letter dated 07.10.2024:

- Copy of letter submitted by M/s. Supreme Transport Organisation Pvt. Ltd i.r.o Summons dated 01.05.2023 (EXP-2).
- Copy of shipping bill no. 9651955 dated 29.04.2023 filed by Exp-2
- Copy of Invoice no. STOPL/AIRLINE/01/2023 dtd. 05.04.2023 issued by Exp-2 to M/s. Intercontinental Commercial Aircraft, Inc., USA
- Copy of letter for the provisional release of the cargo.
- Copy of letter dated 15.05.2023 submitted by EXP-2 requested for waiver of CFS and line charges for SB no. 9651955 dated

Office of the Dy. Commissioner of Police (EOW) I Mumbai

Inward No.	3348
Date	09/7/25
ACP	
Unit	GC III

Dy. Commissioner of Police

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पो. नि. लांडे

11/07/25

Sr. Inspector of Police
Unit-5 (General Cheating-3)
E.O.W., Mumbai.

आ.क्र. 607 /वपोनि/कक्ष-७(ज.चि-३)/आगुवि/२०२५
दिनांक :- 11/07/2025

TRC-34/25

Date- 14/07/25

29.04.2023.

- Copy of NCLT order dated 05.12.2022 (Name of Parties: Supreme Transport Organisation Pvt. Ltd. VS Satish Kishanlal Agarwal).

3. Further, the point wise reply of information requested vide your email dated 28.06.2025 is as under:

i. The investigation has been completed, as the Show Cause Notice has been issued. The copy of Show Cause Notice F. No. CUS/ASS/MISC/137/2024/EA dated 29.01.2024 is enclosed with this letter.

ii. The related documents have already been provided vide the above said letter dated 07.10.20204.

iii. Not applicable

4. This issues with the approval of the Additional Commissioner, Custom House, Mundra.

Encl: As above

Yours faithfully,

Digitally signed by Rohatgi Munish
Date: 02-07-2025 18:29:14

(MUNISH ROHAT
Deputy Commissioner(SIIB),
Custom House, Mundra.

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कार्यालय: प्रधान आयुक्त सीमाशुल्क, मुन्द्रा,
सीमाशुल्क भवन, मुन्द्रा बंदरगाह, कच्छ, गुजरात- 370421
OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS:
CUSTOM HOUSE, MUNDRA PORT, KUTCH, GUJARAT-370421.
PHONE : 02838-271426/271163 FAX :02838-271425
E-mail id- commr-cusmundra@nic.in

F.No. CUS/ASS/MISC/137/2024/EA Date:- 29.01.2024
DIN No.:- 20240171MO000012462J

Name & Address of the Exporter	Exporter-1:- M/s Flyd Aerospares Private Limited, having address at H.No.8/9, Mehram Nagar, New Delhi-110037. Exporter-2:- (M/s Supreme Transport Organisation Pvt. Ltd., 5B 34, Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai-400059)
IEC No.	Exporter-1:- AADCF5187F (M/s Flyd Aerospares Private Limited) Exporter-2:- 0314063978 (M/s Supreme Transport Organisation Pvt. Ltd.)
CB Name	M/s ASR Logistics (India) Pvt. Ltd.
CB Code	AAECA9987BCH004
Shipping Bill No. & Date	Exporter-1:- Shipping Bill No. 7758345 dated 13.02.2023 filed by M/s Flyd Aerospares Private Limited Exporter-2:- Shipping Bill No.9651955 dated 29.04.2023 filed by M/s Supreme Transport Organisation Pvt. Ltd.
Description of Goods	VT-UDN Cessna Grand Caravan (Old & Used Aircrafts Parts) CTH-88023000
CFS Name	Mundhra CFS Ltd., Mundra

SHOW CAUSE NOTICE

Exporter-1:- M/s Flyd Aerospares Private Limited, holding IEC-AADCF5187F, having registered address at H.No.8/9, Mehram Nagar, New Delhi-110037(*herein referred as "EXP-1" for the sake of brevity*) and Exporter-2:- M/s Supreme Transport Organisation Pvt. Ltd. holding IEC no. 0314063978 having registered address at 5B 34, Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai-400059(*herein referred as "EXP-2" for the sake of brevity*). The Shipping bill No. 7758345 dated 13.02.2023 filed by EXP-1 and Shipping Bill No.9651955 dated 29.04.2023 filed by EXP-2 for export of same cargo i.e. VT-UDN Cessna Grand Caravan (Old & Used Aircrafts Parts) CTH-88023000.

2. **Intelligence:-**

2.1 An intelligence was gathered to the effect that during the appraising of the shipping bill No. 7758345 dated 13.02.2023 filed by EXP-1, and related documents submitted by the EXP-1, it was noticed that the export cargo that is an aeroplane was imported in second hand condition by EXP-2 and now same cargo was sold by EXP-2, to Treak Air BV, the Netherlands through commercial invoice dated 10.12.2022 **(RUD-1)** and in the commercial invoice there is

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mention of advance payment USD 60,000/- out of Total Value of USD 5,50,000/- to be remitted before 15the December 2022. In the same invoice, the delivery location is mentioned as Jaipur International Airport. However, there was no proof of GST/IGST Charge paid by the seller. From the above, it appeared that:-

1. The seller is located in India
2. Place of supply is in India
3. This is B to B transaction
4. Clear information of receipt of sale proceeds.
5. Invoice raised in the month of December-2022.
6. No proof GST/IGST charge paid by the seller.

Therefore, the case was transferred to SIIB, Custom House, Mundra for further investigation.

3. Investigation:-

3.1 Based on the above intelligence, investigation was initiated by SIIB Mundra, The details mentioned in the Shipping Bill no. 7758345 dated 13.02.2023 **(RUD-2)** & export invoice No. FAPL/22-23/01 dated 02.02.2023 uploaded on e-sanchit are as following:

(a) Exporter Name: M/s Flyd Aerospares Private Limited (IE Code :AADCF5187F)

(b) CHA: ASR Logistics

(c) Consignee Name: Intercontinental Commercial, Aircraft, INC., 3907 N. federal HWY-150, Pompano Beach FL 33064, USA.

(d) Notify Other than Consignee : Trek Air BV, Beech Avenue 54, 1119 PW Schipol Rijk, The Netherland: Concern Person Name: Mr Michiel Kneefel, Email Id: trekair@gmail.com.

(e) FOB Amt: Rs. 4,42,11,478/-

(f) Net Wt: 2100 Kgs.

(g) Inv No. & date: FAPL/22-23/01 dated 02.02.2023

(h) Invoice Value: 5,55,000/- USD (CIF); Freight: 9,000/- USD; Insurance Amt: 516/- USD

(i) Item Description: VT-UDN Cessna Grand Caravan C208B 2013(Old and Used Aircrafts Parts)

(j) Declared CTH: 8802 30 00.

(k) Shipping Bill was filed as Free Shipping Bill.

3.2 Also from the documents submitted by the exporter it was observed that Last registered owner is M/s. Supreme Transport Organisation Pvt. Ltd. 5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri(Ast), Mumbai, Maharashtra, Inida-400059 i.e. EXP-2.

3.3 Further, it was observed that EXP-2 had imported the second hand condition aeroplane vide Manual Bill of Entry No. 001403 dtd. 26.05.2017(**RUD-3**) and sold the same cargo to M/s Trek Air BV, Netherlands vide invoice no. STOPL/AIRLINE/01/2022 dtd. 10.12.2022 amounting to USD 5,50,000/- out of this amount advance amount of USD. 60,000/- to be remitted before 15th December 2022 and delivery location is M/s. Supreme Transport organization Pvt. Ltd., Jaipur International Airport, Sanganer, Jaipur. From the commercial invoice raised by EXP-2, following points emerged:-

1. The seller is located in India
2. Place of supply is in India
3. This is B to B transaction
4. No Clear information of payment receipt of sale proceeds.
5. Invoice raised in the month of December-2022.
6. No proof GST/IGST charge paid by the seller.

and from the Copy of Aircraft Purchase Agreement (on As-Is Where-Is Basis) dated 20.07.2022 (**RUD-4**) between M/s TREK AIR BV, The Netherlands (Buyer) and EXP-2 (Seller). The delivery of aircraft by Seller to Buyer shall take place at JAIPUR. The Shipping and Insurance of airplane shall be borne by the Buyer.

3.4 Further, for the sale of aircraft M/s TREK AIR BV, the Netherlands(Seller) entered into Aircraft purchase Agreement**(RUD-5)** dtd: 20.07.2022 with M/s Intercontinental Commercial Aircraft Inc, Florida(Buyer) on As-Is Where-Is Basis. The Shipping and Insurance of airplane shall be borne by the Buyer. M/s TREK AIR BV, the Netherlands sold the above Aircraft at the price of USD 6,00,000/- to M/s Intercontinental Commercial Aircraft Inc, Florida to be delivered at JAIPUR.

3.5 Summons dated 06.04.2023 has been issued to EXP-1 regarding submission of documents in reference of shipping bill no. 7758345 dated 13.02.2023. In response to the summons an authorized person Shri Rawindra Pandey of EXP-1 presented in office on 06.04.2023 and submitted the following documents:-

(i) bank statements of M/s. Flyd Aerospares Pvt Ltd.

(ii) Copy of Aircraft Purchase Agreement between M/s Supreme Transport Organisation Pvt Ltd. and M/s TREK AIR BV, The Netherlands.

(iii) Copy of Invoice issued by the M/s TREK AIR BV, The Netherlands to M/s. Flyd Aerospares Pvt Ltd.

(iv) Copy of Aircraft Purchase Agreement between M/s TREK AIR BV and M/s Intercontinental Commercial Aircraft Inc, Florida.

(v) Copy of Invoice issued by the M/s. Flyd Aerospares Pvt Ltd., The Netherlands to M/s Intercontinental Commercial Aircraft Inc, Florida.

(vi) Copy of Certificate of De-registration dated 13.05.2022 issued by the Directorate of General of Civil Aviation issued in the name of Last registered Owner M/s Supreme Transport Organisation Pvt Ltd.

(vii) Copy of Shipping Bill No. 7758345 dtd. 13.02.2023 filed by M/s. Flyd Aerospares Pvt. Ltd.

3.6 Statement of Shri Rawindra Pandey was recorded on dtd. 06.04.2023(RUD-6), the statement reproduced hereunder:-

"This aircraft is sell by Supreme Transport Organisation Pvt Ltd, to intercontinental commercial aircraft inc. and agent is trek air and escrow is Powell. The aircraft was parked at Jaipur airport, at the time of loading the aircraft, there were some conflict happen with trek air and ,Supreme Transport Organisation Pvt Ltd, Supreme Transport Organisation Pvt Ltd, was not supporting them to load the aircraft and export the aircraft. Our company FLYD AEROSPARES PVT LTD was doing business with intercontinental commercial aircraft inc. in past so they approached us to arrange transportation and export the aircraft. We hired the container and helped them to load the aircraft in container and out of the Jaipur airport. The container reached Mundra port and them after advise by our cha he filled the shipping bill from our company name. For that we raise an invoice to intercontinental commercial aircraft inc (Invoice Number : FAPL/22-23/1 Date: 02/02/2023. & trekair B.V. raise an invoice to

what conflict

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FLYD AEROSPARES PVT LTD (Invoice No.23-1029 A Dtd. 27-01-2023). The both invoice have no money transaction. Our bank statement attached. same can be verified by the trek air. In addition of this we have attached the quote that we provide for our services to intercontinental commercial aircraft inc. We also attached airport entry passes of Mr. Rawindra pandey and two foreigners that was issued by BCAS for load the aircraft. Container booking copy and gate pass attached. Now between trek air and Supreme Transport Organisation Pvt Ltd, have sorted their issue and supreme is real exporter of aircraft and now he wants to export the aircraft. I am giving this statement without threat, fear, Coercion or in lieu of any undue favour. This is my true & voluntary statement. I have been made aware that giving false statement may be used against me."

3.7. From the above, it appears that M/s Intercontinental Commercial Aircraft, INC., USA deputed EXP-1 for export of said cargo. Therefore, EXP-1 had filed the Shipping Bill No. 7758345 dated 13.02.2023 and as the copy of the invoice was required for export, it appears that an invoice no. 23-1029A(RUD-7) was issued by M/s. TREK AIR BV to EXP-1 and in the same manner Export Invoice no. FAPL/22-23/01 dated 02.02.2023 (**RUD-8**) was issued by EXP-1 to M/s. Intercontinental Commercial Aircraft, INC. USA, **for export purpose only and no money transaction was involved in this case because this transaction was for only shipment of the present cargo only. The actual owner of the goods is M/s Supreme Transport Organisation Pvt Ltd. i.e. EXP-2.**

3.8. Further, EXP-2 vide letter dated nil (RUD-9) submitted that:-

(1) M/s. Flyd Aerospares Private Ltd., New Delhi filed Shipping Bill No. 7758345 dated 13.02.2023 for export of Parts of Damaged Aircraft Cessna Grand Caravan (Old & Used Aircrafts Parts) to M/s Intercontinental Commercial, Aircraft, INC. 3907 N. federal HWY-150, Pompano Beach FL 33064, USA which is now purged due to non-submission of some queries raised during assessment regarding GST and depreciation certificate.

(2) It is to bring your kind notice that the Aircraft which is to be exported to M/s. Intercontinental Commercial Aircraft, INC., USA is the actual buyer of the Aircraft. For the sale of the above Aircraft, an agreement on 20.07.2022 was entered between M/s TREK AIR BV, the Netherlands (Buyer) and M/s Supreme Transport Organisation Pvt. Ltd (Seller). M/s TREK AIR BV, the Netherlands is just a FAA(Federal Aviation Administration) Certified agent of M/s Intercontinental Commercial, Aircraft. INC, USA. Therefore, on the same date i.e on 20.07.2022 a sale agreement was also entered between M/s TREK AIR BV and M/s Intercontinental Commercial Aircraft, INC USA.

TABV is Certified agent of Int Cont.

(3) The above Aircraft was sold to (on As-Is Where Is Basis) M/s Intercontinental Commercial Aircraft, INC. USA through agent M/s Trek Air BV for export to USA. Therefore, Aircraft was de-registered from by Directorate of General of Civil Aviation by Certificate of De-Registration dated 13.05.2022 and the condition of register of sale of the Aircraft with the International Registry after the filing of the FAA Bill of Sale. The FAA stands for Federal Aviation Administration (FAA) under United States Department of Transportation. It signifies that the above sale transaction was for export of our Parts of Damaged Aircraft Cessna Grand Caravan (Old & Used Aircrafts Parts).

(4) In the above agreement, the cost and arrangement of shipment from Jaipur to USA was to be borne by M/s Intercontinental Commercial Aircraft, INC., USA. That is why, we mentioned the delivery point at Jaipur in the Sale Agreement where the Aircraft was lying. Further, as

the cost and arrangement of shipment of the cargo was to be done by M/s Intercontinental Commercial Aircraft, INC. USA, they deputed M/s Flyd Aerospares Private Limited, New Delhi for export of above cargo to them. Therefore, M/s Flyd Aerospares Private Limited, New Delhi filed the Shipping Bill No. 7758145 dated 13.02.2023 and as the copy of invoice was required, an invoice was issued by M/s TREK AIR BV to M/s. Flyd Aerospares Private Limited, New Delhi and the Export Invoice was issued by M/s Flyd Aerospares Private Limited, New Delhi to M/s Intercontinental Commercial Aircraft. INC., USA for export purpose only and no money transaction was involved in this case because this transaction was for only shipment of the present cargo only.

(5) It appears that the Customs Department treating the above transaction between M/s Supreme Transport Organisation Pvt. Ltd. (Seller) M/s TREK AIR BV, the Netherlands as liable for GST as they are considering the same as domestic sale of Parts of Damaged Aircraft Cessna Grand Caravan (Old & Used Aircrafts Parts). However, the same was actually an export transaction.

(6) For the purpose of better understanding of the above transaction, we are updating the condition mentioned in the above agreement. However, as it will take time and detention and demurrage charges increasing day by day. We, M/s Supreme Transport Organisation Pvt. Ltd., wants to file the free Shipping Bill without any export benefit and request your good office to consider our request to export the above cargo of Aircraft on Provisional Basis. Further, we undertake to co-operate in any inquiry and agree to pay duty, fine and penalty, if any arise on conclusion of the present inquiry to be taken by your good office or the GST department. However, we have the view that this is just a technical issue and no liability of any taxation will arise.

3.9. Further, EXP-2 filed the free shipping bill no. 9651955 dated 29.04.2023 (RUD-10) for export of Damaged Aircraft Cessna Grand Caravan (Old & Used Aircrafts Parts) without any export benefit and requested to consider their request to export the said cargo on provisional basis. EXP-2 also submitted the invoice no. STOPL/AIRLINE/01/2023 dtd. 05.04.2023(RUD-11) issued to M/s. Intercontinental Commercial Aircraft, Inc., USA by them. From the above, it appears that the actual owner of the Damaged Aircraft Cessna Grand Caravan (Old & Used Aircrafts Parts) is EXP-2.

3.10 Further, this office has examined the cargo in presence of Shri Rajendra Singh Rao, F-Card Holder bearing No. 1681/2021 of CHA M/s. ASR Logisitics (India) Pvt. Ltd., Shri Rajbeer Singh, Operation Manager, M/s Mundhra CFS Ltd., Mundra and empanelled chartered engineer Shri Tushar Zankat on 01.05.2023. the cargo was placed in Mundra CFS. The goods were stuffed in Container No. HLBU1440101 which is an Aircraft in damaged and semi-knock down condition and without engine having marking of as "VT-UDN". F-card holder, Shri Rajendra Singh Rao informed that the aircraft has been stuffed by the experts and not in a position to de-stuff completely. The officer and Shri Tushar Zankat, empanelled Chartered Engineer entered into the containers by the space available in the sides of the container and examined the same.

3.11 Summons to EXP-2 and CHA M/s ASR Logistics (India) Pvt. Ltd. issued on 01.05.2023. The Statement of Shri Rajendra Singh Rao, Director of M/s ASR Logistics (India) Pvt. Ltd. was recorded on dated 01.05.2023 (RUD-12). The same is reproduced hereunder:-

"Q.01: Please introduces yourself.
Ans.: My name is Rajendra Singh Rao, S/o Shri Sukhdev Singh, Aged 51 years. I am the Director of M/s ASR Logistics India Pvt. Ltd., Mundra. My contact No. is

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9820330911. I am submitting signed photo copy of my Aadhar Card bearing No.644117856367 in support of my identity. I am the Director of M/s ASR Logistics India Pvt. Ltd., Mundra, since 2004, i.e. since the inception of the company. My company is engaged in Customs Clearance and Support Services.

Q-02: Kindly peruse the copy of Shipping Bill No.7758345 dated 13.02.2023 filed by your firm on behalf of the Exporter M/s Flyd Aerospares Private Limited for export of VT-UDN Cessna Grand Caravan C208D 2013 (old & used Aircraft Parts) and offer your comments.
Ans.: I perused the copy of Shipping Bill No.7758345 dated 13.02.2023 filed by your firm on behalf of the Exporter M/s Flyd Aerospares Private Limited for export of VT-UDN Cessna Grand Caravan C208D 2013 (old & used Aircraft Parts) and put my dated signature on it in token of having seen and being perused the same and state that the above Aircraft "VT-UDN Cessna Grand Caravan C208D 2013" was imported by M/s Supreme Transport Organisation Pvt. Ltd. vide manual Bill of Entry No.001403 dated 26.05.2017. We have already submitted the copy of above Bill of Entry.

Q.03: Kindly peruse statement dated 06.04.2023 of Shri Rawindra Pandey of M/s Flyd Aerospares Private Limited wherein he stated that they have submitted the copy of invoices for export of VT-UDN Cessna Grand Caravan C208D 2013 (old & used Aircraft Parts) which is only a paper transaction and no money transaction has been done by them and they were not rightful owner of the above goods to be exported and offer your comments.
Ans.: I peruse the statement dated 06.04.2023 of Shri Rawindra Pandey of M/s Flyd Aerospares Private Limited wherein he stated that they have submitted the copy of invoices for export of VT-UDN Cessna Grand Caravan C208D 2013 (old & used Aircraft Parts) which is only a paper transaction and no money transaction has been done by them and they were not rightful owner of the above goods to be exported and put my dated signature on it in token of having seen and being agree with the content of the same. I state that Aircraft which is to be exported to M/s Intercontinental Commercial Aircraft, INC., USA is the actual buyer of the Aircraft. For the sale of the above Aircraft, an agreement on 20.07.2022 was entered between M/s TREK AIR BV, The Netherlands (Buyer) and M/s Supreme Transport Organisation Pvt. Ltd. (Seller). M/s TREK AIR BV, The Netherlands is just a FAA Certified agent of M/s Intercontinental Commercial, Aircraft, INC., USA. Therefore, on the same date i.e. on 20.07.2022 a sale agreement was also entered between M/s TREK AIR BV and M/s Intercontinental Commercial Aircraft, INC., USA. In the above agreement, the cost and arrangement of shipment from Jaipur to USA was to be borne by M/s Intercontinental Commercial Aircraft, INC., USA. That is why, M/s Supreme Transport Organisation Pvt. Ltd. mentioned the delivery point at Jaipur in the Sale Agreement where the Aircraft was lying. Further, as the cost and arrangement of shipment of the cargo was to be done by M/s Intercontinental Commercial Aircraft, INC., USA, they deputed M/s Flyd Aerospares Private Limited, New Delhi for export of above cargo to them. Therefore, M/s Flyd Aerospares Private Limited, New Delhi filed the Shipping Bill No.7758345 dated 13.02.2023 and as the copy of invoice was required, an invoice was issued by M/s TREK AIR BV to M/s Flyd Aerospares Private Limited, New Delhi and the Export Invoice was issued by M/s Flyd Aerospares Private Limited, New Delhi to M/s Intercontinental Commercial Aircraft, INC., USA for export purpose only and no money transaction was involved in this case because they were under impression that they the invoices are for the shipment of the present cargo only.

Q.4: Kindly state that whether an invoice can be issued by the Shipment Agent without ownership as issued by M/s Flyd Aerospares Private Limited in the present case.
Ans.: We were under impression that the goods are to be exported with free Shipping Bill and no export benefit are there, therefore, the issuance of invoice was to facilitate export only by the shipment agent and there was no intention of evasion of any duty in the said transaction. Further, the agreement was entered for delivery at Jaipur Airport where the above damaged aircraft was lying and the shipment was to be done by M/s Intercontinental Commercial Aircraft, INC., USA. Therefore, as I stated above M/s Flyd Aerospares Private Limited, New Delhi was deputed by M/s Intercontinental Commercial Aircraft, INC., USA for the shipment only. Further, as far as, GST liability on the sale agreement between

M/s Supreme Transport Organisation Pvt. Ltd. and M/s TREK AIR BV is concerned, it is informed by M/s Supreme Transport Organisation Pvt. Ltd. that they are amending the above agreement as the above damaged aircraft was ultimately meant for export.

Q.5: Kindly peruse new Shipping Bill No.9651955 dated 29.04.2023 filed by you on behalf of M/s. Supreme Transport Organization Private Limited for export of VT-UDN Cessna Grand Caravan C208D 2013 (old & used Aircraft Parts) and inform how the Shipping Bill is filed by M/s. Supreme Transport Organization Private Limited for the present cargo whereas earlier you have filed Shipping Bill No.7758345 dated 13.02.2023 on behalf of the Exporter M/s Flyd Aerospares Private Limited for the same cargo.
Ans.: I perused new Shipping Bill No.9651955 dated 29.04.2023 filed by us on behalf of M/s Supreme Transport Organization Private Limited for export of VT-UDN Cessna Grand Caravan C208D 2013 (old & used Aircraft Parts) and put my dated signature on it in token of having seen the same and state that the present cargo was sold by M/s Supreme Transport Organization Private Limited to M/s Trek Air BV and ultimately the consignee is M/s Intercontinental Commercial Aircraft, INC., USA. Therefore, now Shipping Bill No.9651955 dated 29.04.2023 filed by us on behalf of M/s Supreme Transport Organization Private Limited mentioning consignee as M/s Intercontinental Commercial Aircraft, INC., USA and buyer as M/s Trek Air BV, The Netherlands.

Q.6: Pleas offer your comments regarding GST liability on the transaction between M/s Supreme Transport Organization Private Limited and M/s Trek Air BV, The Netherlands as the point of delivery is Jaipur i.e. within taxable territory of India.
Ans.: I state that the sale of above damaged aircraft was for the purpose export to M/s Intercontinental Commercial Aircraft, INC., USA through M/s Trek Air BV, The Netherlands and M/s Supreme Transport Organization Private Limited are amending the agreement of sale accordingly now. It is informed by M/s Supreme Transport Organization Private Limited that it is a technical issue and there was no evasion of GST liability.

Q.7: Kindly peruse Examination Report dated 01.05.2023 and Seizure Memo dated 01.05.2023 for seizure of damaged VT-UDN Cessna Grand Caravan C208D 2013 (old & used Aircraft Parts) as M/s Flyd Aerospares Private Limited was not the actual owner of the present cargo and they submitted fake invoices without any money transaction. However, the actual seller of the cargo appears to be M/s Supreme Transport Organisation Pvt. Ltd. Therefore, they contravened the provisions of Section 111 of the Customs Act, 1962 and hence, the present cargo i.e. Damaged Aircraft VT-UDN Cessna Grand Caravan (Old & Used Aircrafts Parts) is liable for seizure under Section 110 of the Customs Act, 1962 and offer your comments.
Ans.: I peruse the Examination Report dated dated 01.05.2023 and Seizure Memo dated 01.05.2023 for seizure of damaged VT-UDN Cessna Grand Caravan C208D 2013 (old & used Aircraft Parts) and put my dated signature on it in token of having seen and being agree with the same.

Q.8: Do you want to add anything else in your above statement.
Ans. I want to state that M/s Supreme Transport Organisation Pvt. Ltd. are updating the condition mentioned in the above agreement. However, as it will take time and detention and demurrage charges increasing day by day and M/s Supreme Transport Organisation Pvt. Ltd. filed the free Shipping Bill without any export benefit and request your good office to consider their request to export the above cargo of Aircraft on Provisional Basis. Further, we and M/s Supreme Transport Organisation Pvt. Ltd. undertake to co-operate in any inquiry and agree to pay duty, fine and penalty, if any arise on conclusion of the present inquiry to be taken by your good office or the GST department."

3.12 Shri Tushar Zankat empanelled chartered engineer submitted their CE report dated 01.05.2023 (RUD-13) the observation & valuation points are as follows:-

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(i) The cargo consists of old and used parts of aircraft model VT-UDN Cessna Grand Caravan C208b 2013 in a semi dismantled condition consists of Fuselage, wings, horizontal stabilizer, vertical stabilizer, Assembly main landing gear, wheels, Nose landing gear, Up cowling, Lower cowling damaged, seats, set of fairings, RADAR, Cargo pod, Air condition compressor, Fuel flow sensor and set of engine accessories. But the engine was not available at the time of our inspection.

(ii) Based on our visual observations, the cargo was found as used and not reconditioned. After proper reconditioning, it will attain a useful life.

(iii) As per the current market details gathered and the valuation performed by the best of my knowledge, the declared invoice value of the cargo USD 5,55,000/- looks fair and reasonable.

3.13 From the above discussion, it is clear that EXP-1 was not the actual owner of the goods filed in Shipping Bill No. 7758345 dtd. 13.02.2023, the cargo was seized under seizure memo dated 01.05.2023(RUD-14) and handed over to CFS representative under Supratnama dated 01.05.2023.

3.14 Further, EXP-2 in response to summons dtd. 01.05.2023, vide their letter dated nil (RUD-15) submitted the copy of manual bill of entry, TR-6 challan & demand draft evidencing the payment in respect of the import of the present aircraft. EXP-2 submitted "Bond for Provisional Release"(RUD-16) and also submitting an undertaking that the ownership of the aircraft since date of import has been with them only and they are ready to pay any duty, fine & penalty if any arise. Also requested to release the cargo on provisional basis, based on their request, and after approval by competent authority, this office has written a letter dated 11.05.2023 to the Deputy Commissioner (Export) for assessing the shipping bill no. 9651955 dated 29.04.2023 and allow the export on provisional basis. Further, EXP-2 vide letter dated 15.05.2023 (RUD-17) requested for waiver of CFS and line charges for SB no. 9651955 dated 29.04.2023.

3.15 This office has received an email dated 18.05.2023 at 08:51 AM (RUD-18) [After 07 days of the issued letter dated 11.05.2023 for provisional release of the cargo] from EXP-2 wherein they informed that sale of Damaged Aircraft is unauthorized, under email stated that Mr. Ammeet Agarwal who is one of Directors of this company but not a shareholder of the company has engaged in unauthorized activities and sold an aircraft despite a clear order from the NCLT Court. The NCLT court, in its order dtd. 05.12.2022, specifically stated that no assets of the company should be sold. The relevant extract of NCLT order dated 05.12.2022 (Name of Parties: Supreme Transport Organisation Pvt. Ltd. VS Satish Kishanlal Agarwal)(RUD-19) is reproduced hereunder:-

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....directed to maintain *status quo*(as on today) till the next date of hearing.

Considering the seriousness of the matter, they requested to this office for co-operation and hold the shipment of sold aircraft until the pending litigation is resolved and court provides further, in this matter. In continuation, an email dated 18.05.2023 at 01:56 PM (RUD-20) received from the advocate of Shri Vimal Kumar Agarwal, Director & Shareholder of M/s Supreme Transport Organisation Pvt. Ltd. under which informed that Mr. Vimal Agarwal & Mr. Girish Agarwal are the directors & shareholders of the company, and they approached the NCLT Mumbai Bench as applicants and filed a contempt petition No. 04/2023 against Mr. Kamal N. Agarwal, Mr. Ammeet Kamal Agarwal and Mr. Akash Kamal Agarwal for disobeying the order no. 05.12.2022 of the Hon'ble Tribunal wherein, it is specifically stated that no assets of the company should be sold. The contempt petition no. 04/2023 was listed before

NCLT Mumbai, Court No. 1 at Sr. No. 8 on 18.05.2023. The relevant extract of NCLT order dated 18.05.2023 (RUD-21) in respect of contempt petition no. 04/2023 is reproduced hereunder:-

> *"For the aforesaid reasons, this Bench is of the considered opinion that the Petitioner is justified in asking for the above reliefs. This Tribunal is of the further view, that unless a restraint order is issued, there is every likelihood of shipping the Aircraft out of India. In which event, serious hardship will be caused to the Petitioner. Therefore, considering the aforesaid circumstances the Respondent is restrained from shipping the above stated Aircraft out of India and further the* ***Custom Authorities are directed not to permit shipping the Aircraft or parts thereof until further orders.***"

3.16 Based on the above submission, This office has sent an email dated 18.05.2023 to the MUNDHRA, CFS for put the container no. HLBU1440101 covering under shipping bill no. 9651955 dated 29.04.2023 on hold till further notice and also a letter dated 22.05.2023 were written to the Deputy Commissioner (Export) and informed that Shipping bill no. 9651955 dated 29.04.2023 filed by EXP-2 covering cargo is restrained as per NCLT order.

3.17 Further, Summons to EXP-2, Shri Ammeet Kumar Agarwal and M/s. ASR Logistics(India) Pvt. Ltd were issued on 18.05.2023, 30.05.2023, 21.06.2023 and 03.08.2023 to give statement. However, neither of them appeared for statement nor made any kind of submission.

3.18 Further, A letter dated 30.09.2023(RUD-22) was received from Shri Prashant Jain C.A., Interim Resolution Professional in the matter of M/s. Supreme Transport Organisation Private Limited i.e. EXP-2, IBBI Registration No.- IBBI/IPA-001/IPP01368/2018-2019/12131 under which they informed that CIRP(Corporate Insolvency Resolution Process) of M/s. Supreme Transport Organisation Private Limited (the Corporate Debtor) has been commenced vide the order of Hon'ble National Company Law Tribunal, Mumbai Bench order dated 08/09/2023 in CP(IB) No. 368/MB/C-II/2023. The Hon'ble NCLT has been pleased to appoint the Mr. Prashant Jain Insolvency Professional having Registration No. IBBI/IPA-001/IPP01368/2018-2019/12131 as the Interim Resolution Professional (IRP), in accordance with Section 16 of The Insolvency Bankruptcy Code, 2016 (Code). The said NCLT order was received by Mr Prashant Jain on 08/09/2023 and on that basis Interim Resolution Professional has made a public announcement on 11/09/2023 in Form-A which is circulated in the newspaper, Financial Express, all India edition in English language and Navakal, Mumbai edition. It is pertinent to mention that as per provision of Section 17 of the Code, the Interim Resolution Professional shall manage the affairs of the & operations of the Corporate Debtor from the date of appointment of the Interim Resolution Professional and also powers of the Board of Directors of the Company Supreme Transport Organisation Private Limited has been suspended during the moratorium period as per the provisions of section 17(1)(b) of the Code.

3.19 As the matter was pending at the end of IRP, letter dtd. 18.10.2023 was issued to Shri Prashant Jain(CA) (Appointed IRP)(RUD-23) informing that the goods pertaining to EXP-2 are placed under Seizure and Investigation is going on and requested to offer comments.

3.20 In this regard, Shri Prashant Jain(CA) (Appointed IRP) vide his letter dtd. 27.10.2023(RUD-24) reiterated the following:-

(i) The Corporate Insolvency Resolution Process of Supreme Transport Organisation Private Limited (the Corporate Debtor) has been commenced vide the order of Hon'ble National Company Law Tribunal,

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Mumbai Bench order dated 08/09/2023 in CP (IB) No. 368/MB/C-II/2023.

(ii) The Hon'ble NCLT has been pleased to appoint the undersigned Mr. Prashant Jain, Insolvency Professional having Registration No. IBBI/IPA-001/IP-P01368/2018-2019/12131, as the Interim Resolution Professional (IRP), in accordance with Section 16 of The Insolvency Bankruptcy Code, 2016 (Code).

(iii) In this regard we would like to draw your attention to Section 14 of the code which places a prohibition on the following actions

(a) the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;

(b) transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;

(c) any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;

(d) the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.

(iv) Therefore, you are requested to share with the undersigned the details and documents related to the investigation being carried out by your office against the corporate debtor as mentioned in paragraph 3 of your letter.

(v) Further, we would also like to inform you that in accordance with Section 17 of the Code, the Interim Resolution Professional shall manage the affairs & operations of the Corporate Debtor from the date of appointment of IRP.

(vi) It is also pertinent to note that the power of the Board of Directors of the Company Supreme Transport Organisation Private Limited has been suspended during the moratorium period as per the provisions of section 17(1)(b) of the Code.

(vii) Therefore, you are kindly requested to ensure that the status quo with respect to the aircraft should be maintained at your end. It shall be ensured that the aircraft is not shipped outside the premises of Mundra Port.

(viii) Finally, if you have any claim against the Corporate Debtor you are requested to file your claim with the Interim Resolution Professional as per Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulation, 2016 under Form B (the Form is annexed herewith).

3.21 As per date of seizure, last date of issuance of SCN was 31.10.2023, hence after approval by the Hon'ble Commissioner, Custom House, Mundra extension was granted for 3 months and same was conveyed to EXP-2 and IRP Shri Prashant Jain C.A. vide email dated 31.10.2023.

3.22 Further, Shri Ammeet Kumar Agarwal on the letter head of EXP-2 vide letter dated 30.10.2023(RUD-25) again requested to allow export for the shipping bill no. 9651955 dated 29.04.2023. However, NCLT has appointed Shri Peashant Jain as Interim Resolution Professional and and also powers of the Board of Directors of the Company Supreme Transport Organisation Private Limited has been suspended during the moratorium period as per the provisions of section 17(1)(b) of the Code. It appears, Shri Ammeet Kumar Agarwal knowingly and intentionally trying to misguide the department.

4. **Outcome of Investigation:-**

From the investigation of case, the following facts have emerged:

i. M/s. Flyd Aerospares Private Limited i.e EXP-1 had filed a shipping bill no. 7758345 dated 13.02.2023 and issued an invoice no. FAPL/EXP/22-23/001 Dtd. 02.02.2023 without having any money transaction. They received invoive no. 23-1029 A dtd. 27.01.2023 from M/s. Trek Air BV just for the sake of exporting the cargo without any money transaction in both the cases without any ownership of the cargo. It appears that, M/s. Flyd Aerospares Private Limited attempted to export the cargo by filing shipping bill eventhough they are not the owner of the cargo and submitted fake documents for exporting the cargo.

ii. M/s. Supreme Transport Organisation Pvt. Ltd. i.e EXP-2 is the actual owner of the cargo and shipping bill no. 9651955 dated 29.04.2023 filed by M/s. Supreme Transport Organisation Pvt. Ltd. for exporting the Cargo.

iii. Shri Ammeet Agarwal, one of the director of M/s. Supreme Transport Organisation Pvt. Ltd. i.e EXP-2 attempted to export of the cargo by filing of shipping bill no. 9651955 dated 29.04.2023 by submitting various fake document as he is not a shareholder of the company has engaged in unauthorized activities, despite clear instruction by NCLT order dated 05th December-2022 assets of the company cannot be sold.

iv. The NCLT has appointed to Mr. Prashant Jain C.A., Interim Resolution Professional in the matter of M/s. Supreme Transport Organisation Private having Registration No. IBBI/IPA-001/IPP01368/2018-2019/12131 in accordance with Section 16 of The Insolvency Bankruptcy Code, 2016 (Code).

5. **Legal Provisions:**

From the above, it appears that the following Sections of the Customs Act, 1962 would be applicable to the present matter:

5.1. *"Section 2(19):*
'export goods' means any goods which are to be taken out of India to a place outside India"

5.2. *Section 50. Entry of goods for exportation.*
(1) The exporter of any goods shall make entry thereof by presenting electronically on the customs automated system to the proper officer in the case of goods to be exported in a vessel or aircraft, a shipping bill, and in the case of goods to be exported by land, a bill of export in such form and manner as maybe prescribed .
Provided that the Principal Commissioner of Customs or Commissioner of Customs may, in cases where it is not feasible to make entry by presenting electronically on the customs automated system, allow an entry to be presented in any other manner.

(2) The exporter of any goods, while presenting a shipping bill or bill of export, shall make and subscribe to a declaration as to the truth of its contents.

(3) The exporter who presents a shipping bill or bill of export under this section shall ensure the following, namely:
(a) the accuracy and completeness of the information given therein;
(b) the authenticity and validity of any document supporting it; and
(c) compliance with the restriction or prohibition, if any, relating to the goods under this Act or under any other law for the time being in force.".

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5.3. ***Section 113. Confiscation of goods attempted to be improperly exported, etc.*** *The following export goods shall be liable to confiscation :*

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(d) any goods attempted to be exported or brought within the limits of any customs area for the purpose of being exported, contrary to any prohibition imposed by or under this Act or any other law for the time being in force;

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(i) any goods entered for exportation which do not correspond in respect of value or in any material particular with the entry made under this Act or in the case of baggage with the declaration made under section 77;

5.4. ***Section 114. Penalty for attempt to export goods improperly, etc.***

Any person who, in relation to any goods, does or omits to do any act which act or omission would render such goods liable to confiscation under section 113, or abets the doing or omission of such an act, shall be liable,—

(i) in the case of goods in respect of which any prohibition is in force under this Act or any other law for the time being in force, to a penalty 1[2[not exceeding three times the value of the goods as declared by the exporter or the value as determined under this Act]], whichever is the greater;

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iii. *in the case of any other goods, to a penalty not exceeding the value of the goods, as declared by the exporter or the value as determined under this Act, whichever is the greater.*

5.5. ***Section117. Penalties for contravention, etc., not expressly mentioned.*** -

Any person who contravenes any provision of this Act or abets any such contravention or who fails to comply with any provision of this Act with which it was his duty to comply, where no express penalty is elsewhere provided for such contravention or failure, shall be liable to a penalty not exceeding 1[four lakh rupees].

6. Contravention of Provisions:-

6.1. Section 50 of the Customs Act, 1962, stipulates that the exporter, while presenting a SB shall make and subscribe to a declaration as to the truth of the contents of such SB. Further, Section 50 stipulates that the exporter who presents a SB shall ensure the accuracy and completeness of the information given therein, the authenticity and validity of any document supporting it and compliance with restriction or prohibition, if any, relating to the goods under this act or under any other law for the time being in force.

6.2 From the above discussed facts and statutory provisions, it appears that the goods to be exported i.e. "VT-UDN Cessna Grand Caravan (Old & Used Aircrafts Parts)" classified under 88023000. M/s Flyd Aerospares Private Limited attempted to export of cargo by filing shipping bill No. 7758345 dated 13.02.2023 on their name without any ownership of the cargo. Therefore, the goods under export appears to be liable for confiscation under Section 113(i) of the Customs Act, 1962 and were seized under Section 110 of the Customs Act, 1962. Therefore, M/s Flyd Aerospares Private Limited rendered themselves

liable for imposition of penalty under Section 114(iii). In the present matter, M/s Flyd Aerospares Private Limited was well aware of the facts that the goods stuffed in the said container are not their goods which are to be exported from Mundra Port, India. Eventhough, they issued fake invoices and filed Shipping Bills. Hence, it appears that M/s Flyd Aerospares Private Limited knowingly and intentionally made incorrect declaration by issuing invoice to the consignee without having ownership of the goods. Therefore, it appears M/s Flyd Aerospares Private Limited by their act of omission and commission, rendered themselves liable for penalty under Section 114AA of the Customs Act, 1962.

6.3 From the above discussed facts and statutory provisions, it appears that the goods to be exported i.e. "VT-UDN Cessna Grand Caravan (Old & Used Aircrafts Parts)" classified under 88023000. M/s. Supreme Transport Organisation Pvt. Ltd. attempted to export of cargo by filing shipping bill No. 9651955 dated 29.04.2023 on their name, despite clear instruction by NCLT order dated 05th December-2022 assets of the company cannot be sold. Therefore, the goods under export appears to be liable for confiscation under Section 113(d) of the Customs Act, 1962 and were seized under Section 110 of the Customs Act, 1962. Therefore, M/s. Supreme Transport Organisation Pvt. Ltd. rendered themselves liable for imposition of penalty under Section 114(i).

6.4 From the above discussed facts and statutory provisions, it appears that Mr. Ammeet Agarwal who is one of Directors of this company but not a shareholder of the company has engaged in unauthorized activities and sold an aircraft despite a clear order from the NCLT Court. Mr. Ammet Agarwal knowingly and intentionally filed shipping bill No. 7758345 dated 13.02.2023 and issued various documents and made many submission on the letterhead of M/s. Supreme Transport Organisation Pvt. Ltd. signed by himself without having the authority just for the sake of mis-guiding the Customs department, inspite clear instruction by NCLT vide order dated 05th December-2022 that assets of the company cannot be sold. Evenafter appointment of IRP Mr. Ammeet Agarwal requested to allow export of the cargo. Therefore, it appears that by his act of omission and commission, Mr. Ammeet Agarwal, Director of M/s. Supreme Transport Organisation Pvt. Ltd. rendered himself liable for penalty under Section 114AA of the Customs Act, 1962.

6.5. It further appears that it was in the knowledge of M/s ASR Logistics (India) Pvt. Ltd., Custom Broker filed the SB for EXP-1 on 13.02.2023 even after knowing that EXP-1 are not the actual owner of the goods. Further, M/s ASR Logistics (India) Pvt. Ltd. again filed SB for EXP-2 on 29.04.2023 for the same cargo and thereafter, has not responded to the Summons and have not clarified the matter. Hence, it appears that they knowingly filed both SBs and documents. Therefore, it appears M/s ASR Logistics (India) Pvt. Ltd. by their said act of omission and commission, has rendered themselves liable for imposition of penalty under Section 114AA and Section 117 of Customs Act, 1962.

7. The Interim Resolution Professional(IRP) of M/s Supreme Transport Organisation Pvt. Ltd. informed vide his letter dtd. 27.10.2023 that, The Corporate Insolvency Resolution Process of Supreme Transport Organisation Private Limited (the Corporate Debtor) has been commenced vide the order of Hon'ble National Company Law Tribunal, Mumbai Bench order dated 08/09/2023 in CP (IB) No. 368/MB/C-II/2023. The Hon'ble NCLT has

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appointed Mr. Prashant Jain, Insolvency Professional having Registration No. IBBI/IPA-001/IP-P01368/2018-2019/12131, as the Interim Resolution Professional (IRP), in accordance with Section 16 of The Insolvency Bankruptcy Code, 2016 (Code). In accordance with Section 17 of the Code, the Interim Resolution Professional manages the affairs & operations of the Corporate Debtor from the date of appointment of IRP. And also directed that, if there is any claim against the Corporate Debtor, the claim should be filed with the Interim Resolution Professional as per Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulation, 2016.

Therefore, a copy of the Show Cause Notice is also issued to the IRP, Mr. Prashant Jain for Information and further necessary action at his end as per the NCLT guidelines.

8.1 Now, therefore, M/s Flyd Aerospares Private Limited(IEC No. AADCF5187F), having address at H.No.8/9, Mehram Nagar, New Delhi-110037, are hereby called upon to show cause to the Additional Commissioner of Customs(Export), Customs House, Mundra having his office situated at 1st Floor, Custom House, Port User Building, Mundra, within thirty days from the receipt of this notice as to why :

i. the export goods viz; VT-UDN Cessna Grand Caravan (Old & Used Aircrafts Parts) CTH-88023000 filed under Shipping Bill No. 7758345 dated 13.02.2023 seized under section 110 of Customs Act, 1962 should not be confiscated under Section 113(i) of the Customs Act, 1962;
ii. penalty should not be imposed upon them under the provisions of Section 114(iii) of the Customs Act, 1962;
iii. Penalty should not be imposed upon them under the provisions of Section 114AA of the Customs Act, 1962;

8.2. Further, M/s Supreme Transport Organisation Pvt. Ltd. holding IEC no. 0314063978 having registered address at 5B 34, Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai-400059 are hereby called upon to show cause to the Additional Commissioner of Customs(Export), Customs House, Mundra having his office situated at 1st Floor, Custom House, Port User Building, Mundra, within thirty days from the receipt of this notice as to why:

i. the export goods viz; VT-UDN Cessna Grand Caravan (Old & Used Aircrafts Parts) CTH-88023000 filed under Shipping Bill No. 9651955 dated 29.04.2023 seized under section 110 of Customs Act, 1962 should not be confiscated under Section 113(d) of the Customs Act, 1962;
ii. penalty should not be imposed upon them under the provisions of Section 114(i) of the Customs Act, 1962;

8.3 Further, Mr. Ammeet Agarwal, Director of M/s Supreme Transport Organisation Pvt. Ltd. having registered address at 5B 34, Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai-400059 are hereby called upon to show cause to the Additional Commissioner of Customs(Export), Customs House, Mundra having his office situated at 1st Floor, Custom House, Port User Building, Mundra, within thirty days from the receipt of this notice as to why:

i. Penalty should not be imposed upon them under the provisions of Section 114AA of the Customs Act, 1962;

8.4 Further, M/s ASR Logistics (India) Pvt. Ltd. having CB code: AAECA9987BCH004, 204, Nilesh Honors Co-operative Society, Gandhidham-370201 are hereby called upon to show cause to the Additional Commissioner of Customs(Export), Mundra having his office at Custom House, 1st Floor, Port User Building, Mundra, within 30 days of the receipt of this Notice as to why :

i. Penalty should not be imposed upon them under the provisions of Section 114AA of the Customs Act, 1962.
ii. Penalty should not be imposed upon them under the provisions of Section 117 of the Customs Act, 1962.

9. The noticees are required to produce at the time of showing cause, all the relevant documents, if any, on which they intend to reply in support of their defense. They may also indicate in their written reply as to whether they wish to be heard in person by the adjudicating authority before the case is adjudicated. If no reply is received or nothing is heard from the noticees within the time limit stipulated herein above or if they fail to appear before the adjudicating authority when the case is posted for personal hearing, it will be presumed that they have nothing to say in their defense and the case will be decided ex-parte on merits and on the basis of the evidence on record without any further reference to them.

10. The list of the documents relied upon for issuance of this Show Cause Notice is attached herewith as Annexure-A. If the noticees desire to inspect any documents which are relied upon and/or wish to take photocopies of the same, they may do so from the office of the Deputy Commissioner of Customs, SIIB, Customs House Mundra, 5B, Port User Building, Mundra Port, Mundra (Gujarat), on any working day with prior appointment.

11. This Show Cause Notice is issued without prejudice to any other action that may be taken in respect of the said goods / noticees and/or against any other firm/persons concerned covered or not covered under the provisions of the Customs Act, 1962 and/or any other law for the time being in force in India. The department reserves its right to amend, modify or supplement this notice at any time prior to the adjudication of the case.

Encl: As above.

29/01/2024.

Additional Commissioner (Export),
Customs House, Mundra.

मुकेश कुमारी
अपर आयुक्त

Date: .01.2024

F.No. CUS/ASS/MISC/137/2024/EA

By Speed post/ By Hand/by E-mail

To,

1. M/s Flyd Aerospares Private Limited, H.No.8/9, Mehram Nagar, New Delhi-110037.

2. M/s Supreme Transport Organisation Pvt. Ltd.
5B 34, Akshay Mittal Industrial Estate,
MV Road, Andheri East, Mumbai-400059.

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3. Mr. Ammeet Agarwal, Director,
M/s Supreme Transport Organisation Pvt. Ltd.
5B 34, Akshay Mittal Industrial Estate,
MV Road, Andheri East, Mumbai-400059.

4. M/s ASR Logistics (India) Pvt. Ltd.,
204, Nilesh Honors Co-operative Society,
Gandhidham-370201.

5. Shri Prahant Jain CA, Interim Resolution Professional
In the matter of M/s Supreme Transport Organisation Pvt. Ltd.
Registration No. IBBI/IPA-001/IP-P01368/2018-2019/12131
Correspondence address: B610, BSEL Tech Park, Sector 30A, Opposite Vashi Raiway Station, Vashi, Navi Mumbai-400703.
Registered email id: ipprashantjain@gmail.com,
supremetransportorg.cirp@gmail.com

Copy to:-

i. The Addl. Commissioner (Adjudication), Customs House, Mundra.
ii. Guard file/Office Copy.

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आ.क्र. 7477 / आर्थिक 2024

303 90/46 20/09.

Ref. No: JIAL/CAO/2024-Sep/068

14 September 2024

DCP EOW. I
Unit-7 (Shares)

To,

Office of the Sr. Inspector of Police
Unit-7 (Shares), Economic Offences Wing
New Administrative Building, 3rd Floor
Commissioner Office, Dr. D.N. Road
Mumbai- 400 001, Maharashtra

Reader पोलीस सह आयुक्त
आर्थिक गुन्हे विभाग, मुंबई

Subject: Response to your letter bearing no. 1737/EOW/Unit-7 (Shares)/ 2024 dated 28.08.2024

Respected Sir,

We acknowledge the receipt of your above-referred letter seeking information in connection with Cessna Grand Carvan C208B VT-UDN (**"Aircraft"**).

This is to inform you that Jaipur International Airport Limited (**"JIAL"**) has been granted concession to operate, maintain and manage the Jaipur International Airport, Jaipur (**"Airport"**) vide a concession agreement dated 19.01.2021 executed between Airports Authority of India (**"AAI"**) and JIAL (**"Concession Agreement"**). It is submitted that the said Aircraft was parked at the Airport prior to our commencement of operations based on the understanding/ arrangement between AAI and Supreme Transport Organization Pvt. Ltd.

Accordingly, we sought the information as requested under your said letter from AAI *vide* our letter dated 05.09.2024. AAI sent its response *vide* e-mail dated 11.09.2024, the copy of which is enclosed herewith.

It is humbly submitted that we do not have any further information in this regard.

Thanking you,

For Jaipur International Airport Limited,

Vishnu Mohan Jha

Vishnu Mohan Jha
Chief Airport Officer

Office of the Dy. Commissioner of Police
(EOW) I Mumbai

Inward No.	4084
Date	2-19-24
ACP	
Unit	Shares

Dy. Commissioner of Police
EOW-1 Mumbai

Jaipur International Airport Limited
(Formerly known as Adani Jaipur International Airport Ltd)
Jaipur International Airport
Terminal 1, First Floor,
Sanganer, Jaipur 302029
Rajasthan, India
CIN: U63033GJ2019PLC110077

Tel. +91 141 2720007
Fax +91 141 2720007
Email: airport.jaipur@adani.com
Website: www.adani.com/jaipur-airport

Registered Office: Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad - 382 421

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TR NO. 45/C/24
Dt. 24/09/24

सपोनि वाहामारे

24/09/24
प्रभारी पोलीस निरीक्षक
कक्ष-७ (शेअर्स), आ.गु.वि., मुंबई
आ.क्र. १००९/२४ दि. २५/०९/२४

adani

305

Ref. No: JIAL/CAO/2024-Sep/060

05 September 2024

To,

Officer In-Charge,
Airports Authority of India
Jaipur International Airport, Jaipur

Subject: Request to provide all related documents in connection with Damaged Aircraft Cessna Grand Carvan C208B VT-UDN.

Dear Sir,

We are in receipt of a letter (enclosed) from the Office of Sr. Inspector of Police, Economic Offences Wing, Government of Maharashtra, requesting to provide all related documents in connection with Damaged Aircraft Cessna Grand Carvan C208B VT-UDN.

As the information sought by the aforesaid authority is not available with us, thus, the above request is forwarded to your office, seeking your cooperation in providing the requisite details at the earliest.

Thanking you,

For Jaipur International Airport Limited,

Vishnu Mohan Jha
Chief Airport Officer

Encl:

1. Letter No. O.W. No. 1737/EOW/Unit-7(Shares)/2024 dated 28 August 2024 from Office of Sr. Inspector of Police, Economic Offences Wing, Government of Maharashtra.

Jaipur International Airport Limited
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ISO 9001: 2015
ISO 14001: 2015
ISO 45001: 2018

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

संख्या : जेपी / भा.वि.प्रा / सीआईसी / सुप्रिम एयरलाईन्स / 2023 / दिनांक: 13 / 01 / 2023

सेवा में,

मैसर्स सूप्रीम ट्रॉसपोर्ट आर्गेनाईजेशन प्राईवेट लिमिटेड,
5बी 32 एवं 34 अक्षय मितल इंडस्ट्रीयल एस्टेट,
एम.वी. रोड, अंधेरी ईस्ट,
मुम्बई – 400059

विषय : Aircrafts namely Cessna Grand Caravan 208B VT-SAI and Cessna Grand Caravan 208B VT-UDN एवं अन्य उपकरणों को रिलिज करने के संबंध में

महोदय

कृपया उपरोक्त विषयान्तर्गत मैसर्स सूप्रीम ट्रॉसपोर्ट आर्गेनाईजेशन प्राईवेट लिमिटेड बनाम भारतीय विमानपत्तन प्राधिकरण के एस.बी सिविल रिट पिटिसन अपील संख्या 1142 / 2021 के अन्तर्गत राजस्थान उच्च न्यायालय के दिनांक 18 / 10 / 2022 के निर्णय का संदर्भ ग्रहण करें।

माननीय राजस्थान उच्च न्यायालय के आदेश दिनांक 18 / 10 / 2022 के द्वारा मैसर्स सूप्रीम ट्रॉसपोर्ट आर्गेनाईजेशन प्राईवेट लिमिटेड को भारतीय विमानपत्तन प्राधिकरण की बकाया राशि रूपये 46,11,826/-(Rs. Forty Six Laks Eleven thousand Eight Hundred Twenty six only) भाविप्रा के खाते में जमा करने हेतु आदेशित किया गया था।

मैसर्स सूप्रीम ट्रॉसपोर्ट आर्गेनाईजेशन प्राईवेट लिमिटेड द्वारा दिनांक 12 / 01 / 2023 को भारतीय विमानपत्तन के खाते में रूपये 46,11,826/-(Rs. Forty Six Laks Eleven thousand Eight Hundred Twenty six only) जमा कर दिए गए है। अतः मैसर्स सूप्रीम ट्रॉसपोर्ट आर्गेनाईजेशन प्राईवेट लिमिटेड के दो Aircrafts namely Cessna Grand Caravan 208B VT-SAI and Cessna Grand Caravan 208B VT-UDN and other equipments including Tata Winger vehicles को भारतीय विमानपत्तन प्राधिकरण द्वारा तुरन्त रिलिज किए जाते हैं। उपरोक्त एयरक्राफ्टस को एवं अन्य संबंधित उपकरणों को मैसर्स सूप्रीम ट्रॉसपोर्ट द्वारा जयपुर एयरपोर्ट परिसर से बाहर ले जाने पर भारतीय विमानपत्तन प्राधिकरण को कोई आपत्ति नहीं है।

भवदीय,

(चरण सिंह)
समन्वयक प्रभारी
जयपुर हवाई अड्डा, जयपुर

प्रतिलिपि :

1. मुख्य एयरपोर्ट अधिकारी, मैसर्स जयपुर इंटरनेशनल एयरपोर्ट लि. जयपुर ।
2. कमाण्डेंट केन्द्रीय औद्योगिक सुरक्षा बल जयपुर ।

जयपुर हवाईअड्डा, जयपुर - 302029
Jaipur Airport, Jaipur - 302029
दूरभाष : 2550623
Phone: 2550623
फैक्स : 0141-2721585
Fax: 0141-2721585

HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Miscellaneous Appeal No. 1142/2021

Supreme Transport Organisation Private Ltd

----Appellant

Versus

Airport Authority Of India, Jaipur Airport

----Respondent

Rajasthan High Court Web Copy - Not Official

For Appellant(s) : Mr. T.C. Sharma, Advocate for Mr. S.S. Hora, Advocate

For Respondent(s) : Ms. Sukriti Kasliwal, Advocate

HON'BLE MR. JUSTICE PRAKASH GUPTA

Order

18/10/2022

Matter comes up on an application under Section 151 CPC.

Learned counsel for the appellant submits that two air-crafts namely Cessna Grand Caravan 208B VT-SAI and Cessna Grand Caravan 208B VT-UDN have been kept at the Jaipur Airport and they are not being allowed by the respondent to be taken out of the premises for their maintenance and repairs. Resultantly, they are deteriorating their value.

Learned counsel for the respondent submits that as on date, an amount of Rs. 46,11,826/- is due towards the appellant. If the appellant deposits the aforesaid amount in the bank account of the respondent within six weeks from today, the respondent would allow the appellant to take out the aforesaid aircrafts. She has furnished the bank account details of the respondent as under:

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Account No. 40540680491
Bank : State Bank of India
Branch : Kumbha Marg, Pratap Nagar, Jaipur
Beneficiary Name : Airports Authority of India, Jaipur Airports
IFSC Code: SBIN0031840

Learned counsel for the appellant has agreed for the same.

Rajasthan High Court Web Copy Not Official

Having regard to the submissions made by learned counsel for the parties and taking into consideration the facts and circumstances of the case, the respondent shall allow the appellant to take its aforesaid aircrafts out of Jaipur Airport, provided the appellant deposits Rs. 46,11,826/- in the aforesaid bank account of the respondent within six weeks from today. At the same time, the respondent shall also furnish an undertaking before the Eviction Officer, Airports Authority of India, Jaipur Airport to the effect that if the appellant ultimately succeeds in the appeal and the respondent is not found entitled to get the aforesaid amount, the amount so received by it under this order shall be refunded by the respondent to the appellant alongwith interest @ 9% p.a. from the date of deposition till refund.

This order shall be subject to final disposal of the appeal.

The application No. 1/2022 filed under Section 151 CPC stands disposed of accordingly.

(PRAKASH GUPTA),J

DK/65

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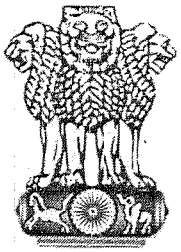

FINAL INVESTIGATION REPORT
OF
ACCIDENT TO SUPREME AIR CESSNA 208B AIRCRAFT VT-UDN AT LALGARH ON 07/08/2018

AIRCRAFT ACCIDENT INVESTIGATION BUREAU
MINISTRY OF CIVIL AVIATION
GOVERNMENT OF INDIA

FOREWORD

This document has been prepared based upon the evidences collected during the investigation and opinion obtained from the experts. The investigation has been carried out in accordance with Annex 13 to the convention on International Civil Aviation and under Rule 11 of Aircraft (Investigation of Accidents and Incidents), Rules 2017 of India. The investigation is conducted not to apportion blame or to assess individual or collective responsibility. The sole objective is to draw lessons from this accident which may help in preventing such incidents in future.

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LIST OF ABBREVIATIONS

AGL	Above Ground Level
ASDA	Accelerated Stopped Distance Available
ATC	Air Traffic Control
BETA mode	The engine operational mode in which propeller blade pitch is controlled by the power lever.
CAR	Civil Aviation Requirements
CPL	Commercial Pilot License
FRTOL	Flight Radio Telephone Operators Licence
GPS	Global Position System
LDA	Landing Distance Available
MRO	Maintenance and Repair Organization
NSOP	Non Schedule Operators Permit
PF	Pilot Flying
PIC	Pilot in Command
PM	Pilot Monitoring
POH	Pilot Operating Handbook
PROP	Propeller
PWD	Public Works Department
RESA	Runway and Safety Area
RGB	Reduction Gear Box
RPM	Rotation per Minute
SB	Service Bulletin

FINAL INVESTIGATION REPORT OF ACCIDENT TO SUPREME AIR CESSNA 208B AIRCRAFT VT-UDN AT LALGARH ON 07/08/2018

1.0 FACTUAL INFORMATION

1.1 History of Flight

On 07/08/2018 Cessna 208B aircraft while operating flight from Jaipur to Lalgarh was involved in an accident during landing at Lalgarh. The flight was under the command of a CPL holder (PF) with another CPL holder acting as Pilot Monitoring (PM). There were 9 persons on board including two flight crew members. The aircraft after landing could not stop on the runway and hit the boundary wall at the end of the runway.

The flights from and to Lalgarh airstrip were being operated by an NSOP holder under the intrastate air services of the Rajasthan Government. On the day of accident both flight crew had reported for undertaking the flight and had undergone pre flight medical which was satisfactory. All the pre-flight checks including effectiveness of brakes during taxi at a speed of five to seven knots were found satisfactory. The aircraft was cleared direct to BUTOP, and thereafter direct to Lalgarh.

The aircraft took off from Jaipur and the flight till start of descent into Lalgarh was uneventful. The aircraft started descent when it was at a distance of about 45 nm from Lalgarh. As per the crew, at 7 nm from Lalgarh and at a height of 1500 ft AGL, the runway was visible to them. During descent, progressively flaps 10, 20 and 30 were selected at a distance of 6 nm, 5 nm and 3.5 nm from Lalgarh respectively.

During final approach and landing, when the aircraft was at a height of 200 ft, tailwind of 4 knots was observed as seen on GPS installed in the aircraft. As per the flight crew, when the aircraft was at the short finals, all of a sudden they saw a flock of birds crossing the runway. The flight crew therefore stopped descent and maintained the altitude which in turn delayed the touchdown. The aircraft touched down at around 2300 ft from the beginning of the runway leaving around

1900 ft of runway for landing roll till final stop. The crew could not stop the aircraft on runway. It overshot and hit the perimeter wall just at the end of runway resulting in substantial damages.

The crew stated that after touchdown they have applied brakes but found them sluggish. As the brakes were not effective they tried to take a U turn in order to avoid hitting the wall. There was no fire during or after the accident. There was no injury to any of the occupants.

1.2 Injuries to Persons

INJURIES	CREW	PASSENGERS	OTHERS
FATAL	Nil	Nil	Nil
SERIOUS	Nil	Nil	Nil
MINOR / NONE	Nil / 02	Nil / 07	Nil

1.3 Damage to Aircraft

The aircraft suffered substantial damages as given below:

- Aircraft propeller and reduction gearbox section sheared off from the engine at reduction gearbox area along with all the RGB mounted accessories (propeller governor, over speed governor, torque limiter, RGB chip detector etc...).
- Secondary exhaust duct assembly was damaged due to collision with tree stem.
- All engine drains at bottom lower cowls were damaged.
- LH and RH lower cowl panels were damaged.
- Two Propeller blades got bent and one had broken due impact with the wall structure.
- RH nose cap assembly was damaged.
- Nose gear spring broke off from the middle. Nose gear fork broke off from the shock strut.

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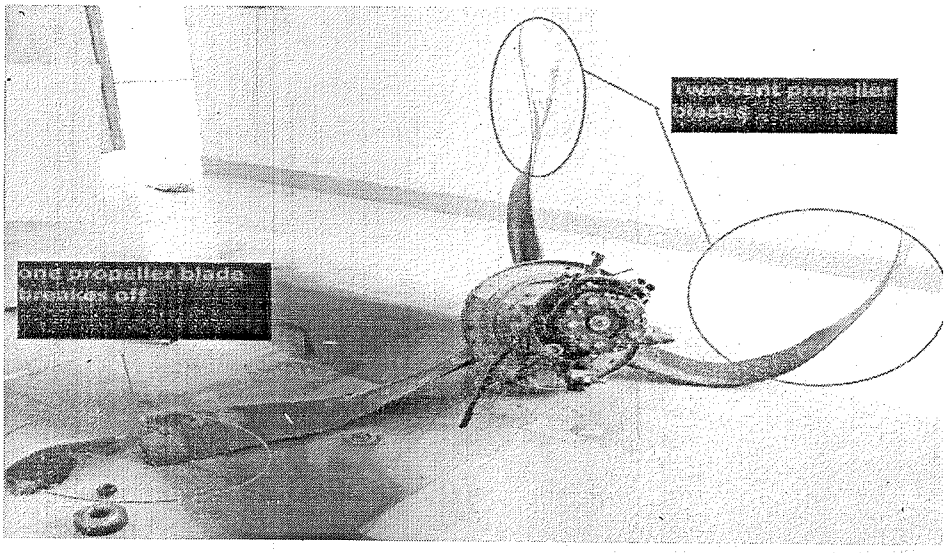
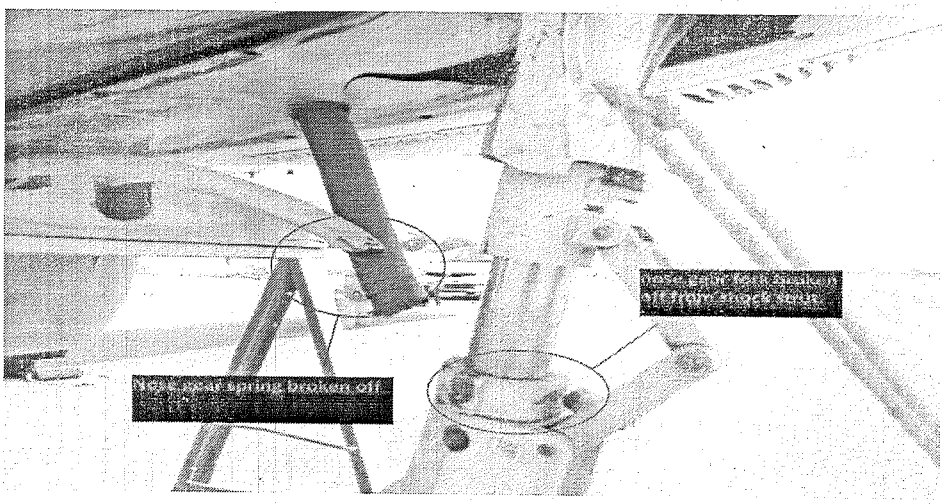
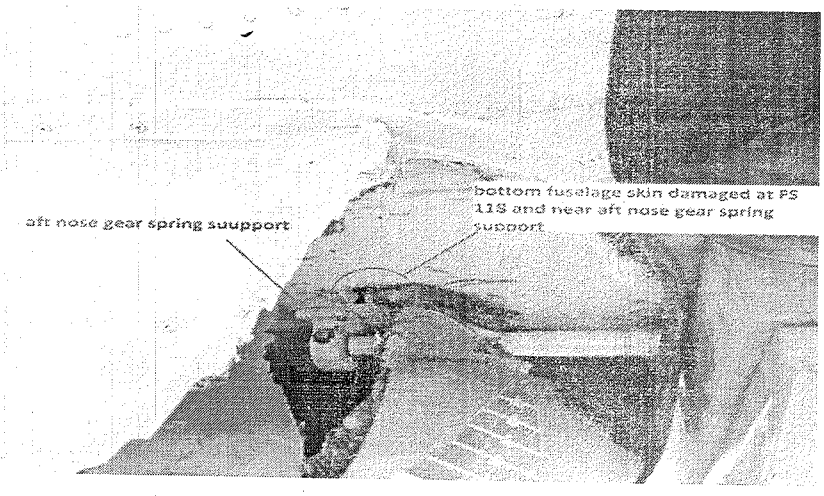
- Front cargo pod area was damaged due to collision with tree stem.
- Bottom fuselage skin was damaged at FS118 near aft nose gear support.

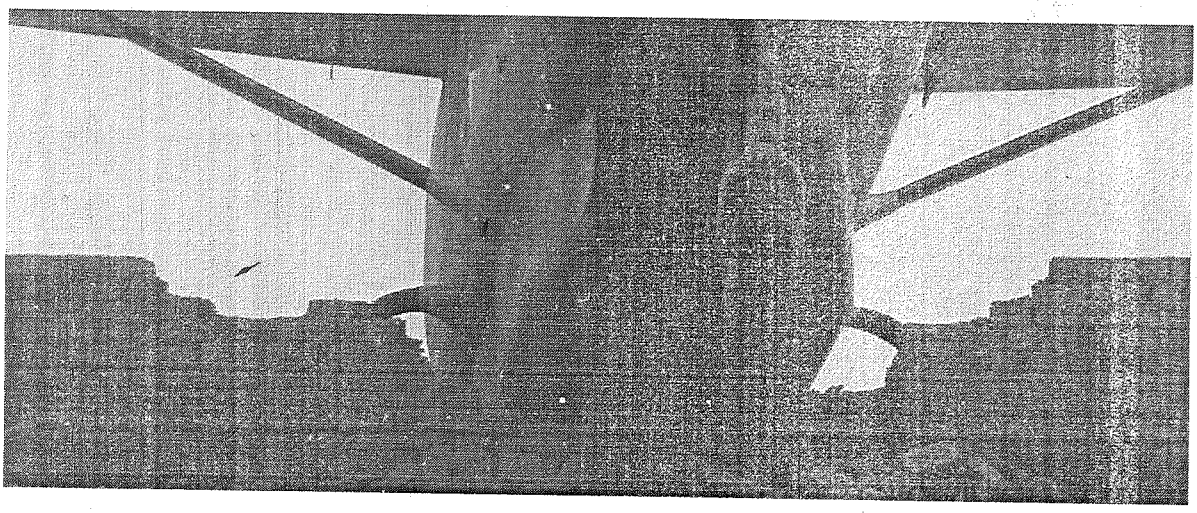






1.4 Other damage

Boundary wall of the airport was broken.



1.5 Personnel Information

1.5.1 Pilot-in-Command (Pilot Flying)

Age	33 years
License	CPL
Date of Issue	29.05.2008
Valid up to	05.12.2018
Class	Land
Category	Aerplane, Multi engine
Endorsement as PIC	C172, C 208B
Date of Med. Exam	25.02.2018
Med. Exam valid upto	08.03.2019
Instrument Rating	Valid
Date of FRTOL Issue and Validity	29.05.2008, valid
Total flying experience	1444 hrs.
Total Experience on Type	1205 hrs.
Experience as PIC on type	676:15 hrs.

Last flown on Type	06.08.2018
Total flying experience during last 180 days	525:20 hrs.
Total flying experience during last 90 days	239:55 hrs.
Total flying experience during last 30 days	55:50 hrs.
Total flying experience during last 07 Days	12:40 hrs.
Rest period before the flight	02:10 hrs.

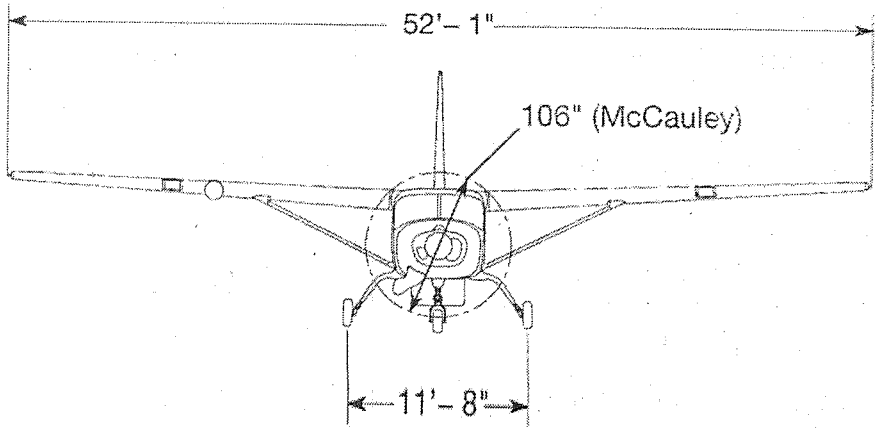
1.5.2 Co-Pilot (Pilot Monitoring)

Age	25 years
License	CPL holder
Date of Issue	31.08.2016
Valid up to	30.08.2021
Class	Single Engine Land
Date of Med. Exam	21-11-2017
Med. Exam valid upto	20-11-2018
Instrument Rating	C – 208B 28/03/18
Date of RTR Issue and Valid upto	01/01/2016, valid
Date of FRTOL Issue and Validity	10/05/2016, valid
FRTO License.	Valid
Total flying experience	309 hrs
Total Experience on Type	28 hrs
Last flown on Type	03/08/2018
Total flying experience during last 01 year	38 hrs
Total flying experience during last 180 days	38 hrs
Total flying experience during last 90 days	28 hrs
Total flying experience during last 30 days	10 hrs
Total flying experience during last 07 Days	3 hrs

1.6 Aircraft Information

The aircraft is all-metal, high-wing, single-engine aircraft equipped with tricycle landing gear. The construction of the fuselage is a conventional form with sheet metal bulkhead, stringer, and semi monocoque skin design. Major items of structure are the front and rear carry-through spars to which the wings are attached, a bulkhead and forgings for main landing gear attachment and a bulkhead with attaching plates at its base for the strut-to-fuselage attachment of the wing struts.

The flight control system consists of conventional aileron, elevator and rudder control surfaces and a pair of spoilers mounted above the outboard ends of the flaps. The control surfaces are manually operated through mechanical linkage using a control wheel for the ailerons, spoilers and elevator and rudder/ brake pedals for the rudder. The major dimensions are as follows:

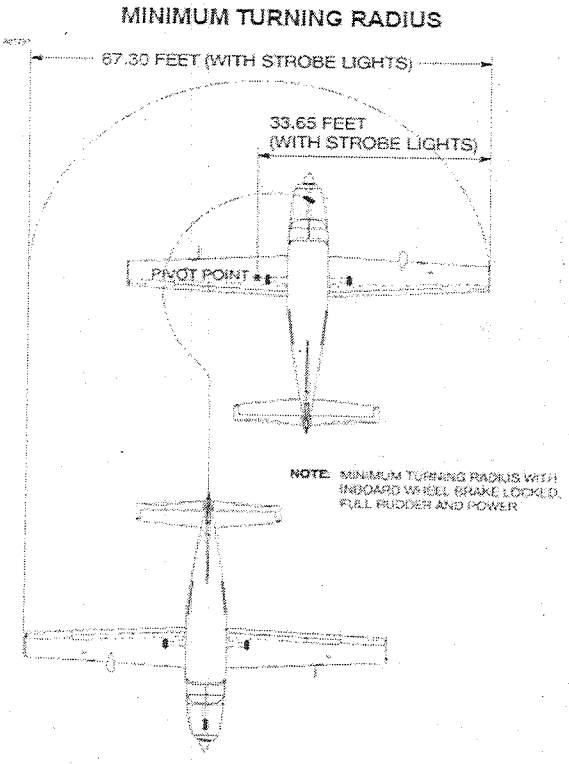


Brake System

The aircraft has a single-disc, hydraulically-actuated brake on each main landing gear wheel. Each brake is connected, by a hydraulic line, to a master cylinder attached to each of the pilot's rudder pedals. The brakes are operated by applying pressure to the top of either the left (pilot's) or right (copilot's) set of rudder pedals, which are interconnected.

Some of the symptoms of impending brake failure are: gradual decrease in braking action after brake application, noisy or dragging brakes, soft or spongy pedals, and excessive travel and weak braking action. If any of these symptoms appear, the brake system is in need of immediate attention. If, during taxi or landing roll, braking action decreases, bring the pedals up and then re-apply the brakes with heavy pressure.

The minimum turning radius with inboard wheel locked applying full rudder and power is as given below:



The aircraft MSN is 208B 2420. Four days prior to the accident i.e on 5.8.2018, schedule maintenance was carried out. No snag was reported thereafter either by engineering or by any of the flight crew.

NORMAL PROCEDURES (Aircraft Operation)

As a normal practice, the flight crew should carry out complete pre flight planning to minimise possible emergencies which may occur during the flight. Further he

should also be aware of hazardous conditions existing at the destination, in addition to the capabilities and limitations of the aircraft.

As per the Pilot's Operating Handbook (POH) of the aircraft, normal landing approaches can be made with power-on or idle power with any flap setting desired and the PROP RPM Lever set at 1900. Use of FULL flaps is normally preferred to minimize touchdown speed. For a given flap setting, surface winds and turbulence are usually the primary factors in determining the most comfortable approach speed.

Actual touchdown should be made with idle power and on the main wheels first, just slightly above stall speed. The nose wheel is then gently lowered on to the runway, the POWER Lever repositioned to the BETA range, and brakes applied as required.

Beta Range, in a turboprop engine, is the range of power lever positions between flight idle and maximum reverse. It is used for ground operations inclusive of slowing the aircraft after landing. Below flight idle, the power levers control the blade pitch directly. With the power lever(s) in the ground idle position, the blade pitch is such that the propeller produces its minimum level of thrust. By moving the power lever from the ground idle position towards maximum reverse, the propeller blades go into reverse pitch which directs the airflow from the propeller forward. The landing and approach speeds as per POH are as follows:

APPROACH	
Normal Approach (Flaps Up)	100-115 knots
Normal Approach (Flaps Full)	75-85 knots
NORMAL LANDING	
Wing Flaps Handle	Full
Airspeed	75 – 85 knots
Touch down	Main Wheels First
Power Lever	Beta Range after Touchdown
Brakes	Apply

During landing use of Reverse Thrust reduces the landing roll by 10 %.

1.7 Meteorological Information

There is no Meteorological observatory or Met office at the airport. The flight crew themselves take the weather from the internet and reassess the same prior to approach and landing at the airport. On the day of accident, the weather was fine with tailwinds of 4 knots at the time of landing.

1.8 Aids to Navigation

There are no ground aids available at landing airport.

1.9 Communications

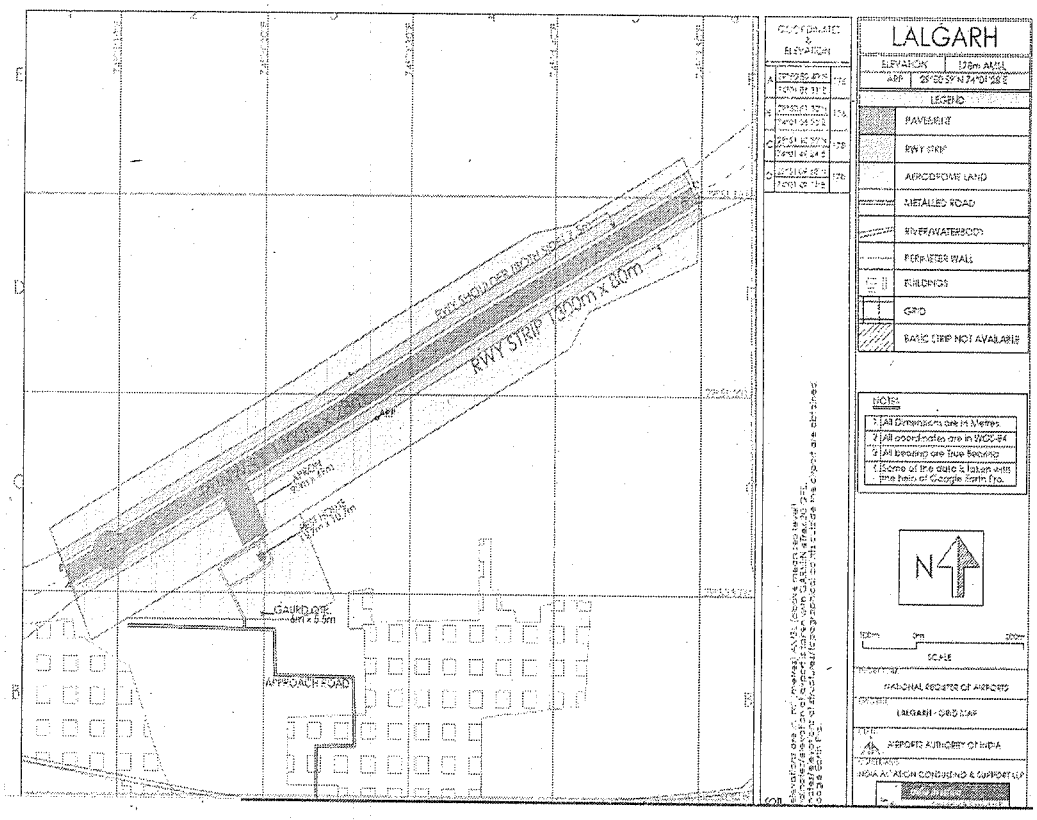
There was two way communications whenever the aircraft was in contact with the ATC/ ground.

1.10 Aerodrome Information

The airport is owned and operated by Government of Rajasthan. Following information was taken from National Register of Airports. The airport reference points are 29°50'59" N, 74°01'28" E and an altitude of 178 m. There is no Air Traffic Control. For the purposes of rescue and fire fighting City Fire Service are used.

S.No.	Runway	Dimensions
1.	Runway Orientation	062°/ 242°
2.	Runway Designation /Dimension	06 / 24 1300 M X 28 M
3.	Runway Slope	0.15%
4.	Runway Shoulders	7.5 M Available On Both Sides
5.	Location Of Threshold	Threshold Marked At Both Ends
6.	Stop way / Blast Pad	Not Available
7.	Turn Pads	Available Only On Runway 06
8.	RESA	Not Available

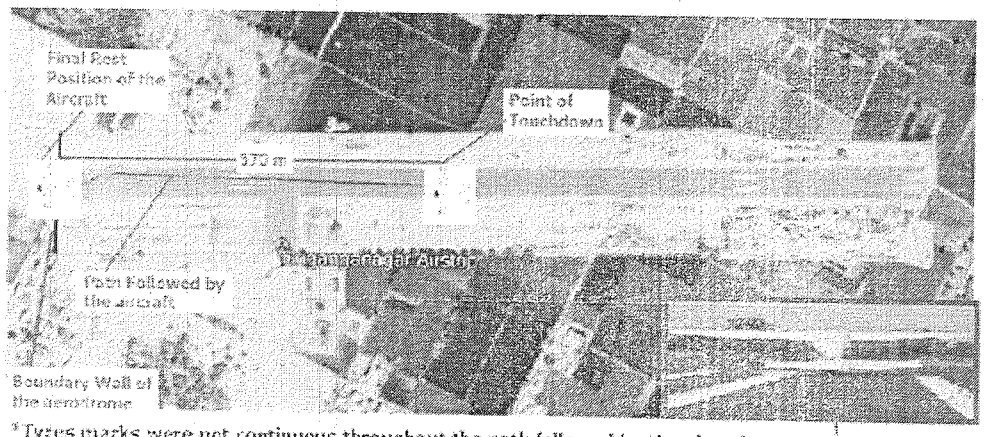
S. No.	Runway	TORA	TODA	ASDA	LDA
1.	RWY 06	1300 m	1300 m	1300 m	1300 m
2.	RWY 24	1300 m	1300 m	1300 m	1300 m



1.11 Flight Recorders

Neither fitted nor required.

1.12 Wreckage and Impact Information



*Tyres marks were not continuous throughout the path followed by the aircraft.

Photo taken from Goggle Maps

The aircraft during landing overshot the runway. As there is no RESA available, the nose portion of the aircraft hit the boundary wall of the aerodrome. The ground marks indicate that flight crew at the very last moment had tried to turn the aircraft.

1.13 Medical and Pathological Information

The crew was subjected to pre-flight medical examination before the flight at Jaipur. The medical report including breath analyzer test was satisfactory.

1.14 Fire

There was no fire after or during the accident.

1.15 Survival Aspects

The accident was survivable.

1.16 Tests and Research

NIL

1.17 Organizational and Management Information

The operator held a valid Non Schedule Operators Permit with the accident aircraft endorsed. The registered office of the operator was in Mumbai.

Maintenance of the aircraft was carried out by a Maintenance & Repair Organization (MRO) approved under CAR 145 by the DGCA.

The aircraft was operating Intra State Operations as approved by the Government of Rajasthan. The Lalgarh airport is owned and maintained by the State Government (Public Works Department (PWD)). Discussions were held with the authorities of PWD and it was given to understand that they do not have any experience or knowledge about the requirements of construction or maintenance of the Runway. Before according approval for flights under Intra

State operations, the State Government had requested the operator to intimate if any short comings are there at Lalgarh airport.

The operator carried out trial flights and had intimated to the State Government that

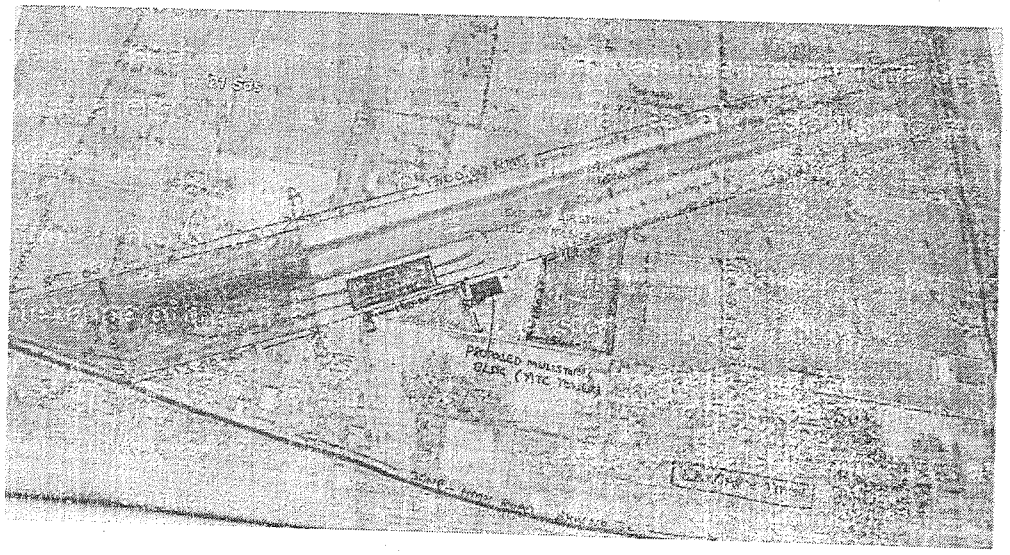
a) Real time weather information, especially wind shear, cloud ceiling, visibility, rain are not available, which will hamper operations.
b) Altimeter settings are not available which become quite risky for everyday operations.
c) Aircraft has to be based overnight for most optimum operations, hence runway lights for night operations along with a navigation aid would be mandatory.

As per the letter of 11th July 2018, approval was given to ply Intra State Air Services after completing all necessary formalities and establishing required facilities.

1.18 Additional Information

1.18.1 Maintenance of the Air Strip and its Extension.

Discussion with the State authorities who were maintaining the airport including airstrip/ runway revealed that there was no expertise available with them as far as runway requirements are concerned. However, it was informed that runway extension work was planned by the State as shown below:



The authorities (PWD) supposed to be carrying out the above extension work were not aware of any safety requirements to be made available at the airport or around the airstrips. There was a water body on one side of the airstrip attracting bird activity.

1.18.2 Brake Assembly

The brakes are hydraulically operated and MIL- H-5606 hydraulic fluid is used. The brake system consists of a magnesium housing containing four pistons, an inlet port, bleeder port, torque plate, back plates, pressure plate, shims and anchor bolt. The brake assembly is held together with bolts, washers, and nuts.

Two brake master cylinders are installed, one for each brake. Master cylinders are located forward of the pilot's rudder pedals. Each brake master cylinder consists of a piston, ring, packing, spring and cylinder.

The brake assemblies were removed for bench check. Visual inspection was satisfactory. For the investigation purposes, both brakes were tested on bench under hydraulic pressure and were found to be working as designed.

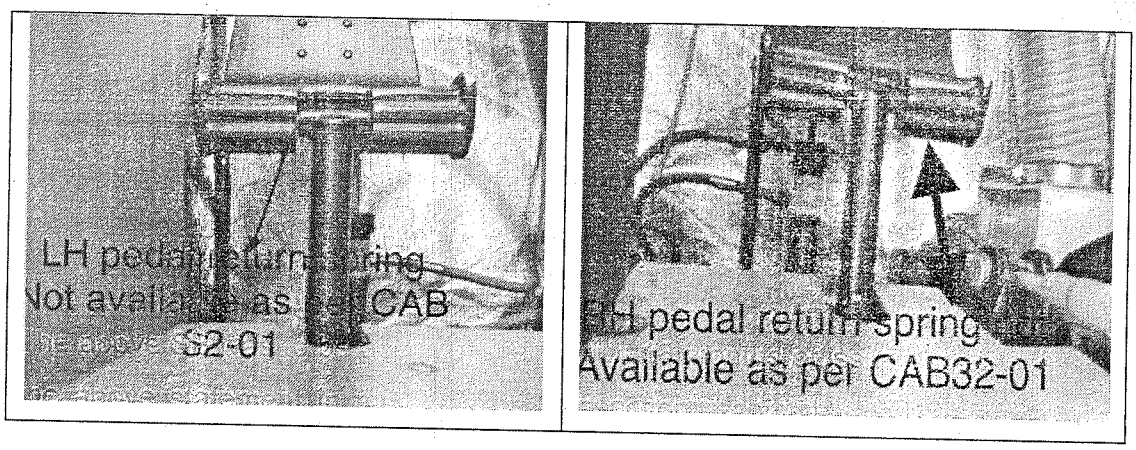
1.18.3 Service Bulletin CAB-32-01

Cessna has issued Service Bulletin CAB-32-01 Revision 1 dated 14.03.2014 for the aircraft which was applicable for the accidented aircraft also. As per this SB, a brake return spring was to be installed to give additional brake return force.

The aircraft was imported into India. At the time of import, it had operated for approximately 1000 hours and had done 600 landings. The engine had done 500 cycles. The Indian operator was provided with the documents at that time and it is mentioned in the maintenance transaction record for the export of the aircraft dated. 16th May 2017 that,

> "Completed Aircraft Records research. Verified all airworthiness directives are currently in compliance up through Bi-weekly 2017-10. All required inspections and life limited components researched and found to be current and in compliance. All modifications found to be properly documented in aircraft records."

The above SB was to be accomplished within 18 months of issue and as such by the above statement in maintenance transaction record it is indicated that the modification was complied with. During investigation, it was found that the spring was not available on the aircraft, as shown in the photographs below:



1.19 Useful or Effective Investigation Techniques

NIL

2. Analysis

2.1 General

- Both operating crew were appropriately licensed and qualified to operate the flight. Their Medicals were valid. They had undergone all refresher trainings and nothing was wanting as per the requirements.
- The aircraft had a valid Certificate of Airworthiness at the time of accident. The aircraft held valid Certificate of Release to Service. The aircraft was having a valid Aero Mobile License. Inspection schedules including checks/ inspection as per the manufacturer's guidelines were carried out.
- The weather at the airport at the time of accident was fine and is not a contributory factor to the accident.

2.2 Brakes Effectiveness & Service Bulletin CAB-32-01 – Installation of Brake Return Spring

SB CAB-32-01 was issued by manufacturer to improve upon the operation of brake system by installing a brake return spring which gave primarily additional return force to pedals. The modification was not for improving the braking, but to assist in operation.

The flight crew had stated that they started giving intermittent brakes after landing. The brakes were found sluggish and not effective. After the accident, it has been reported that the brake fluid had leaked out of the system due to damages. The brake assemblies were removed for bench check. Visual inspection was satisfactory. For the investigation purposes both brakes were tested on bench under requisite hydraulic pressure and were found to be operating as designed.

The runway marks of the aircraft tyres indicated that the touchdown was not firm as these marks were not continuous in the beginning. The aircraft was afloat for certain distance.

After the accident during discussions, the crew informed that they had verbally reported intermittent brake issues earlier, but there was no record indicating that

these defects were reported by any of the flight crew. During the pre flight checks by the flight crew prior to take-off from Jaipur, the brakes were checked by them and found to be working as desired. It can therefore be concluded that the brakes were effective when the wheels were touching the ground with weight on wheels as there were continuous marks during the later portion of landing roll. Further, non-availability of the spring in the brake system has not contributed towards the accident.

2.3 Airport and RESA

The airport is owned & operated by Government of Rajasthan. The airport data including that of runway is contained in the National Register of Airports. As per this data, the runway strip dimension is 4265 feet x 92 feet, with threshold marked at both ends. However, there is no RESA available and as such ASDA & LDA are the same. The landing distance required to stop the aircraft is 900 feet. No risk analysis or risk mitigation was carried out for non-availability of RESA. During earlier landings on this runway, the crew used to touch down at a distance of 700 to 1000 feet from 24 end of runway. The normal procedure followed by crew for landing was, "After a landing roll of 200 ft or so, initial brakes were applied followed by gradual increase. If required, reversers were deployed after a landing roll of 400 ft or so. With this procedure normally the aircraft will stop in a distance of 900 ft approximately".

PF has mentioned that the touchdown on the day of accident was at 2378 feet from 24 end of the runway. So still a distance of more than 1900 feet was available for the aircraft to stop on the runway, which is more than double the distance required to stop the aircraft in normal circumstances. Even with the late touchdown, crew should have been able to stop the aircraft on the runway. It is pertinent to note that had RESA or some other ground maneuvering area was available before the perimeter wall; the aircraft damages could have been avoided or reduced.

The operator had carried out trial flights prior to commencement of operations to the airport and requested the State Government for provision of certain facilities

from safety point of view but have not mentioned about the existence of seasonal water body in the area around the airstrip. Directorate of Civil Aviation of the State Government while conveying the approval for start of operations to the airport have mentioned about the establishment of facilities but not of any safety precautions or risk mitigation.

2.4 Circumstances leading to the accident

In addition to runway markings/ damage to the aircraft, the only evidence available with the investigation was the statements of flight crew. As per these evidences, the aircraft took off from Jaipur and the flight till start of descent into Lalgarh was uneventful. The aircraft started descent when it was at a distance of about 45 nm from Lalgarh. At 7 nm from Lalgarh and at a height of 1500 ft AGL, the runway was visible to the flight crew. Flaps 10, 20 and 30 (maximum) were selected at a distance of 6 nm, 5 nm and 3.5 nm from Lalgarh respectively.

When the aircraft was at the short finals, all of a sudden the flight crew saw flock of birds flying across the runway. The flight crew therefore stopped descent and maintained the altitude. The touchdown was therefore delayed. On seeing the birds crossing the runway, the crew were having an alternate to "Go Around" instead of continuing the flight to land, which the PF had not opted for.

The aircraft touched down at around 2300 ft from beginning of the runway leaving around 1900 ft of runway for landing roll till final stop. The crew could not stop the aircraft on runway. It overshot and hit the perimeter wall just at the end of runway resulting in damages. The damages to the aircraft indicate that the speed of the aircraft at the time it hit the wall was considerably reduced.

Final descent and touchdown scenario was analysed with the help of crew statements, runway marks and the damages to aircraft. In view of the delayed/ steeper descent and aircraft not stopping in 1900 feet, following operational aspects were considered:

- There was a possibility of incorrect flaring coupled with higher touchdown speed. The crew have maintained that the speed at the time of touchdown was 90 knots.
- Touchdown not firm resulting in floating of aircraft for some time (Weight not on Wheels).
- Late application of thrust reverser.
- Delayed decision to turn the aircraft i.e. beyond the turning pad.

The crew stated that after touchdown they had applied brakes but found them sluggish. Brakes were checked in shop and were found to be working satisfactorily.

Reversers as per the PF were applied after a landing roll of about 400 feet and tried to initiate a turn between 900 to 1100 feet of landing roll. The runway marks however clearly indicate that the touchdown was little left of centreline and the aircraft drifted towards right during landing roll. There were no turning marks till almost near threshold. There was infirm touchdown at higher speed requiring longer landing roll distance.

3.0 CONCLUSION

3.1 Findings

3.1.1 Both operating crew were appropriately licensed and qualified to operate the flight. Their Medicals were valid.

3.1.2 The aircraft had a valid Certificate of Airworthiness and Certificate of Release to Service at the time of accident. Inspection schedules including checks/ inspection were carried out.

3.1.3 The weather at the airport at the time of accident was fine.

3.1.4 The aircraft was on a flight from Jaipur to Lalgarh under Intra State Operations approved by the State Government.

3.1.5 Before take-off from Jaipur, the flight crew had carried out pre-flight checks including brake checks and were found working satisfactorily.

3.1.6 When at the short finals, PF stopped further descent as he observed birds flying across the runway.

3.1.7 The touchdown was at around 2300 feet from beginning of the runway.

3.1.8 Due to steep descent, there was incorrect flaring and higher speed at touchdown.

3.1.9 The aircraft floated for some time resulting in ineffective braking.

3.1.10 The aircraft turn was initiated beyond the turning pad, available before the runway end.

3.1.11 The aircraft hit the boundary wall at the end of the runway resulting in damages to aircraft.

3.1.12 RESA is not available on either end of the runway which is a safety concern.

3.1.13 Safety conditions at Lalgarh airport were not as per the laid down requirements.

3.1.14 "Safety Risk Analysis" and "Risk Mitigation" of the safety concerns was not carried out at the time of according approval for operations.

3.2 Probable cause of the accident

The crew delayed the aircraft descent instead of going around as birds were seen crossing the runway resulting in infirm touchdown at higher speed requiring longer landing roll distance due to which the aircraft hit the boundary wall existing at the end of runway strip causing damages to the aircraft.

4.0 Recommendations

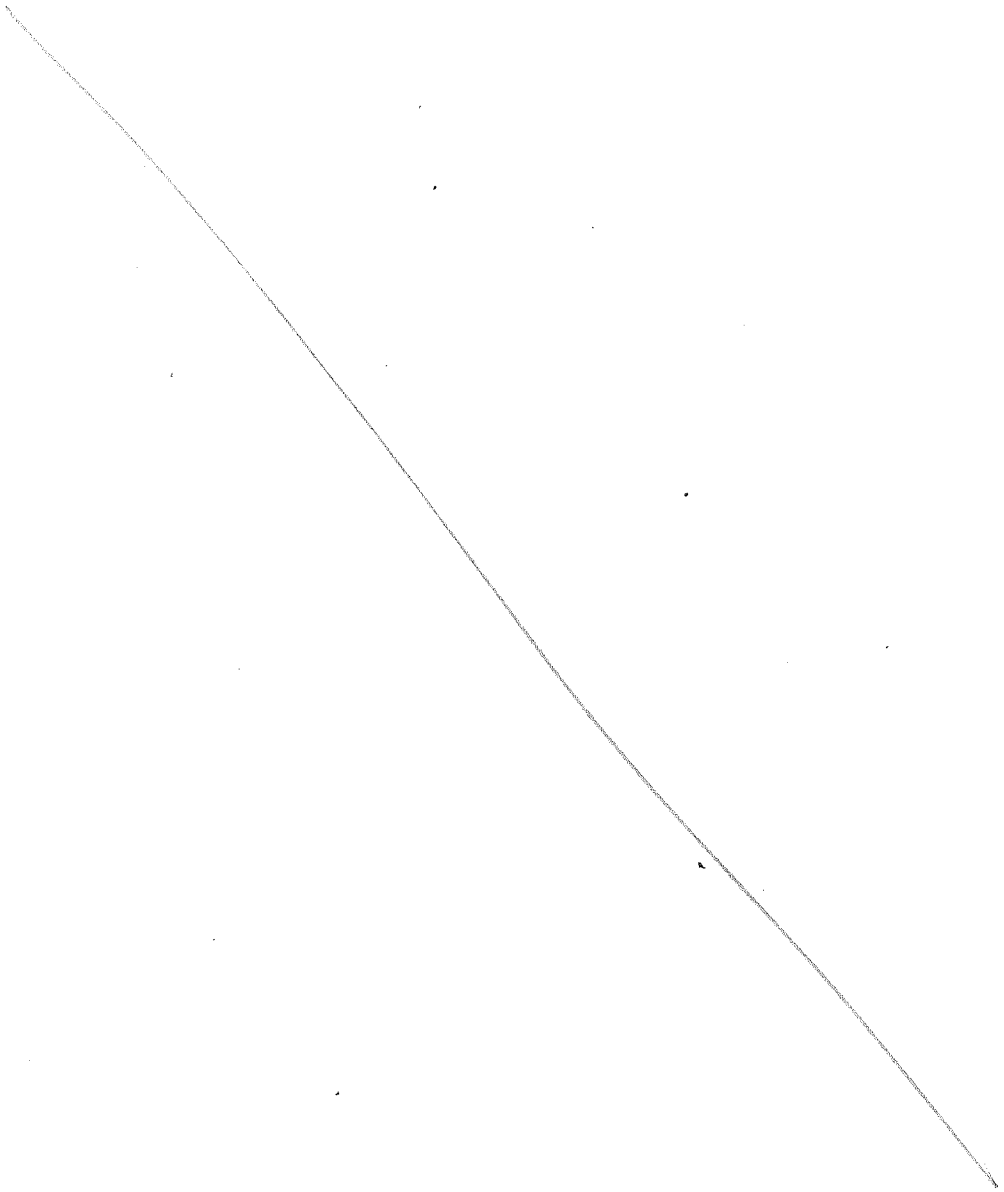
4.1 DGCA should ensure that whenever regular Intra State passenger flights are undertaken by the State Governments or by an NSOP with the approval of State Government, thorough "Safety Risk Analysis" and "Risk Mitigation" is carried out.

4.2 State Governments should get periodic surveillance carried out by competent aviation personnel including that by 3rd party, of the operators who are carrying out Intra State flight operation approved by them.

(Shilpy Saliya)
Investigator

(R.S. Passi)
Investigator-In-Charge

Date: 20/11/2019
Place: Delhi



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Consolidated Stamp fees paid by
GRASGRN No. MH008913700201718M
Challan No. 0004054720201718 Dt. 16/11/2017
Stamp duty under this policy is
Rs. 1

THE NEW INDIA ASSURANCE COMPANY LIMITED
REGD & HEAD OFFICE: NEW INDIA ASSURANCE BUILDING
87, M.G. ROAD, FORT MUMBAI: 400 001

AIRCRAFT HULL/LIABILITIES ALL RISKS INSURANCE POLICY

THE SCHEDULE
(This policy provides cover only for those sections against which a premium is shown in part i of this schedule)

PART I	POLICY NO: 11340043180100000002	ANNUAL PREMIUM	INR
	THE INSURED: M/s. Supreme Transport Organization Pvt. Ltd. Financial Interest: Axis Bank	SECTION I SECTION II, III	2,65,500.00 2,01,850.00
	ADDRESS : 5 B, 34 Akshay Mittal Industrial Estate M.V. Road, Andheri (East) Mumbai – 400059, Maharashtra, India	TOTAL G.S.T. TOTAL	4,67,350.00 84,124.00 5,51,474.00
	PERIOD OF INSURANCE: 12 months FROM DATE : 16/05/2018 TO : 15/05/2019	(Midnight Standard Time)	
	DATE OF PROPOSAL : 16/05/2018		

PART II
DESCRIPTION OF AIRCRAFT

AIR FRAME					ENGINES	VALUES		
		SEATING CAPACITY						
Make, Type & Series No.	Year of Construction	Licensed	Declared for the purpose of this insurance	Registration/ Identification Marks	Type	Aircraft with Standard Instruments and equipment	Value of extra equipment and accessories fitted to or carried in the aircraft	Total Agreed Value
(1)	(2)	(3)	(4)	(5)	(6)	(7) INR	(8)	(9) INR
CESSNA 208B S. No. 208B-2420	2013	2+12	2+12	VT -UDN	Fixed Wing	18,00,00,000	-------	18,00,00,000/-

PART III	**Risks Covered:** Flight, Taxiing, Ground, Moored
	Pilots: Any other pilot(s) as approved by Insured who is qualified as per DGCA norms provided Pilot in Command has minimum 1000 hrs FW flying experience including at least 100 hrs on make and model. Co- pilot as per DGCA norms. Warranted 2 pilot operations at all times.
	Purposes for which the Aircraft will be used : Private , Pleasure, Industrial Aid, Joyride, Corporate Flying including Private Aviation for Directors /employees/ Guests (incl. family members)
	Geographical limits within which the Aircraft will be flown: Worldwide subject to LSW 617 G (amended to include J&K).

LIMITS AND DEDUCTIBLES

PART IV	A) POLICY SECTION	B) AMOUNTS TO BE DEDUCTED	C) LIMITS OF INDEMNITY FROM WHICH MUST BE DEDUCTED THE AMOUNT IN COLOUN (B)
	I. LOSS OF OR DAMAGE TO AIRCRAFT LISTED IN PART II OF THIS SCHEDULE	INR 10,00,000 each and every loss excluding all forms of Total Loss	AS PER PART II COLUMN (9)
	II. LIABILITY TO THIRD PARTIES	NIL	INR 25,00,00,000/- Each Accident (For Bodily Injury & Property Damage Combined)
	III.LIABILITY TO PASSENGERS	NIL	Bodily Injury INR 50,00,000/- Each Person Baggage & Personal Articles- INR 50,000/- Each Accident /Each Person
	II & III COMBINED LAIBILTIY TO THIRD PARTIES & PASSENGERS	Bodily Injury/ Damage To Property of Third Party, Passenger Baggage & Personal Articles NIL	Bodily Injury & Damage To Property Combined INR 25,00,00,000/- each accident Including INR 50,00,000/- Each Pax and Bagg. & P.Art. ltd. to INR 50,000/- Each Person / Each Accident

PART V	CLAUSES ATTACHED TO THE POLICY AND TO WHICH THE POLICY IS SUBJECT TO
CLAUSE NUMBER	TITLE OF THE CLAUSE
AVN 23 A	UNLICENSED LANDING GROUND SUITABILITY CLAUSE
AVN 28B	FINANCIAL INTEREST CLAUSE
AVN 34 A	PASSENGER VOLUNTARY SETTLEMENT ENDT.
AVN 38B	NUCLEAR RISK EXCLUSION CLAUSE
AVN 46B	NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE
AVN 48B	WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE
AVN 52 E	EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITY)
AVN 61	AGREED VALUE CLAUSE
AVN 72	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE
AVN 73	LIABILITY TO PILOTS AND CREW CLAUSE
AVN 74	PILOT INDEMNITY CLAUSE
AVN 76	SUPPLIMENTARY PAYMENTS CLAUSE
AVN 77	UNAUTHORISED USE CLAUSE
AVN 78	FORCED LANDING CLAUSE
AVN 81	OUT OF NOTIFIED HOURS CLAUSE
AVN 94	BREACH OF AIR NAVIGATION REGULATIONS CLAUSE
AVS 103	50: 50 PROVISIONAL CLAIM SETTLEMENT CLAUSE
LSW 708A	CIVIL AVIATION AUTHORITIES SAFETY REGULATION GROUP(OR LOCAL EQUIVALENT) CLAUSE

AVIATION

LSW 715	TWO WAY CROSS LIABILITY CLAUSE
AVN 2001A	DATE RECOGNITION LIMITED COVERAGE CLAUSE
AVN 2002 A	DATE RECOGNITION LIMITED COVERAGE CLAUSE
LSW 617 G	KLIN GEOGRAPHICAL AERAS EXCLUSION
2488 AGM00003	ASBESTOS EXCLUSION CLAUSE
	CONSTRUCTIVE TOTAL LOSS (75%)
	Waiver of Subrogation subject to prior approval, Loss Payee Finance Agreements
	Exclusion to 2(a) & (b) of Section II AVN 1C Clause deleted

IN WITNESS WHEREOF the undersigned being duly authorized by the Company, as/have set his/her/their hand at Mumbai this 16th day of May 2018

for **THE NEW INDIA ASSURANCE CO. LTD.**

AUTHORISED SIGNATORY

SERVICE TAX REGN NO. AAACN44165CST178

AIRCRAFT INSURANCE POLICY

Certain words and phrases used in this Policy have special meanings which can be found in Section IV(D) Definitions.

The Insurers agree to insure against loss, damage or liability, arising out of an Accident occurring during the Period of Insurance to the extent and in the manner provided in this Policy.

SECTION I – LOSS OF OR DAMAGE TO AIRCRAFT

1. Coverage

(a) The Insurers will at their option pay for, replace or repair, accidental loss of or damage to the Aircraft described in the Schedule arising from the risks covered, including disappearance if the Aircraft is unreported for sixty days after the commencement of Flight, but not exceeding the Amount Insured as specified in Part II(9) of the Schedule and subject to the amounts to be deducted specified in Condition 3(c).

(b) If the Aircraft is insured hereby for the risks of Flight, the Insurers will, in addition, pay reasonable emergency expenses necessarily incurred by the Insured for the immediate safety of the Aircraft consequent upon damage or forced landing, up to 10 per cent of the Amount Insured as specified in Part II(9) of the Schedule.

2. Exclusions applicable to this Section only

The Insurers shall not be liable for

(a) wear and tear, deterioration, breakdown, defect or failure howsoever caused in any Unit of the Aircraft and the consequences thereof within such Unit;

(b) damage to any Unit by anything which has a progressive or cumulative effect but damage attributable to a single recorded incident is covered under paragraph 1(a) above.

HOWEVER accidental loss of or damage to the Aircraft consequent upon 2(a) or (b) above is covered under paragraph 1(a) above.

3. Conditions applicable to this Section only

(a) If the Aircraft is damaged

(i) no dismantling or repairs shall be commenced without the consent of the Insurers except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority;

(ii) the Insurers will pay only for repairs and transport of labour and materials by the most economical method unless the Insurers agree otherwise with the Insured.

(b) If the Insurers exercise their option to pay for or replace the Aircraft

(i) the Insurers may take the Aircraft (together with all documents of record, registration and title thereto) as salvage;

(ii) the cover afforded by this Section is terminated in respect of the Aircraft even if the Aircraft is retained by the Insured for valuable consideration or otherwise;

(iii) the replacement aircraft shall be of the same make and type and in reasonably like condition unless otherwise agreed with the Insured.

(c) Except where the Insurers exercise their option to pay for or replace the Aircraft, there shall be deducted from the claim under paragraph 1(a) of this Section

(i) the amount specified in Part IV(B) of the Schedule and

(ii) such proportion of the Overhaul Cost of any Unit repaired or replaced as the used time bears to the Overhaul Life of the Unit.

AVIATION

(d) Unless the Insurers elect to take the Aircraft as salvage the Aircraft shall at all times remain the property of the Insured who shall have no right of abandonment to the Insurers.

(e) No claim shall be payable under this Section if any other insurance which is payable in consequence of loss or damage covered under this Section has been or shall be effected by or on behalf of the Insured without the knowledge or consent of the Insurers.

See also Section IV

SECTION II – LEGAL LIABILITY TO THIRD PARTIES (OTHER THAN PASSENGERS)

1. Coverage

The Insurers will indemnify the Insured for all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of accidental bodily injury (fatal or otherwise) and accidental damage to property caused by the Aircraft or by any person or object falling therefrom.

2. Exclusions applicable to this Section only

The Insurers shall not be liable for

(a) injury (fatal or otherwise) or loss sustained by any director or employee of the Insured or partner in the Insured's business whilst acting in the course of his employment with or duties for the Insured;

(b) injury (fatal or otherwise) or loss sustained by any member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft;

(c) injury (fatal or otherwise) or loss sustained by any passenger whilst entering, on board, or alighting from the Aircraft;

(d) loss of or damage to any property or bodily injury (fatal or otherwise) to animal(s) belonging to or in the care, custody or control of the Insured;

(e) injury (fatal or otherwise) or loss sustained by any member of the Insured's household or family;

(f) claims excluded by the attached Noise and Pollution and Other Perils Exclusion Clause.

3. Limit of Indemnity applicable to this Section

The liability of the Insurers under this Section shall not exceed the amount stated in Part IV(C) of the Schedule, less any amounts under Part IV(B). The Insurers will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Insurers in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.

See also Section IV

SECTION III – LEGAL LIABILITY TO PASSENGERS

1. Coverage

The Insurers will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of

(a) accidental bodily injury (fatal or otherwise) to passengers whilst entering, on board, or alighting from the Aircraft and

(b) loss of or damage to baggage and personal articles of passengers arising out of an Accident to the Aircraft.

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Provided always that

(i) before a passenger boards the Aircraft the Insured shall take such measures as are necessary to exclude or limit liability for claims under (a) and (b) above to the extent permitted by law;

(ii) if the measures referred to in proviso (i) above include the issue of a passenger ticket/baggage check, the same shall be delivered correctly completed to the passenger a reasonable time before the passenger boards the Aircraft.

In the event of failure to comply with proviso (i) or (ii) the liability of the Insurers under this Section shall not exceed the amount of the legal liability, if any, that would have existed had the proviso been complied with.

2. Exclusions applicable to this Section only

The Insurers shall not be liable for injury (fatal or otherwise) or loss sustained by any

(a) director or employee of the Insured or partner in the Insured's business whilst acting in the course of his employment with or duties for the Insured;

(b) member of the flight, cabin or other crew whilst engaged in the operation and/or maintenance of the Aircraft.

3. Limits of Indemnity applicable to this Section

The liability of the Insurers under this Section shall not exceed the amounts stated in Part IV(C) of the Schedule, less any amounts under Part IV(B). The Insurers will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Insurers in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.

See also Section IV

SECTION IV

(A) GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Policy does not apply

1. Whilst the Aircraft is being used for any illegal purpose or for any purpose other than those stated in Part III of the Schedule and as defined in the Definitions.

2. Whilst the Aircraft is outside the geographical limits stated in Part III of the Schedule unless due to force majeure.

3. Whilst the Aircraft is being piloted by any person other than as stated in Part III of the Schedule except that the Aircraft may be operated on the ground by any person competent for that purpose.

4. Whilst the Aircraft is being transported by any means of conveyance except as the result of an Accident giving rise to a claim under Section I of this Policy.

5. Whilst the Aircraft is landing on or taking off or attempting to do so from a place unlicensed for the same and/or which does not comply with the recommendations laid down by the manufacturer of the Aircraft except as a result of force majeure.

AVIATION

6. To liability assumed or rights waived by the Insured under any agreement (other than a passenger ticket/baggage check issued under Section III hereof) except to the extent that such liability would have attached to the Insured in the absence of such agreement.

7. Whilst the total number of passengers being carried in the Aircraft exceeds the declared maximum number of passengers stated in Part II(4) of the Schedule.

8. To claims which are payable under any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected.

10. To claims directly or indirectly arising out of or due to or connected with:-

(a) the use of the aircraft for racing, record attempts, speed trials, any form of competitive flying, aerobatics, aerial seeding or fertilisation or crop-dusting or crop-spraying, military/paramilitary/police patrol, fire-fighting, hunting, shooting, herding, fish-spotting or any other form of flying involving abnormal hazards unless specifically covered in this policy.

(b) experimenting with or testing new parts (other than replaced parts), new devices or new designs unless specifically agreed to by the Insurers.

(c) the aircraft being left unattended in the open without any precautions for its safety.

11. To claims caused by

(a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.

(b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(c) Strikes, riots, civil commotions or labour disturbances.

(d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.

(e) Any malicious act or act of sabotage.

(f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.

(g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above perils.

The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

(B) CONDITIONS PRECEDENT APPLICABLE TO ALL SECTIONS

It is necessary that the Insured observes and fulfils the following Conditions before the Insurers have any liability to make any payment under this Policy.

1. The Insured shall at all times use due diligence and do and concur in doing everything reasonably practicable to avoid accidents and to avoid or diminish any loss hereon.

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2. The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the Aircraft and shall ensure that

   (a) the Aircraft is airworthy at the commencement of each Flight;

   (b) all Log Books and other records in connection with the Aircraft which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to the Insurers or their Agents on request;

   (c) the employees and agents of the Insured comply with such orders and requirements.

3. Immediate notice of any event likely to give rise to a claim under this Policy shall be given to the Insurers. In all cases the Insured shall

   (a) furnish full particulars in writing of such event and forward immediately notice of any claim with any letters or documents relating thereto;

   (b) give notice of any impending prosecution;

   (c) render such further information and assistance as the Insurers may reasonably require;

   (f) not act in any way to the detriment or prejudice of the interest of the Insurers.

   (g) not make any admission of liability or payment or offer or promise of payment without the written consent of the Insurers.

(C) GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

1. The Insurers shall be entitled (if they so elect) at any time and for so long as they desire to take absolute control of all negotiations and proceedings and in the name of the Insured to settle, defend or pursue any claim.

2. In the event of the Aircraft sustaining damage (whether covered by this policy or not), the Insured or his Agent(s) shall forthwith take such action as may be necessary to ensure the safety of the damaged Aircraft and its equipments and accessories. No dismantling or repairs shall be commenced without the written consent of the Insurers excepting such as may be necessary in the interests of safety and to prevent further damage.

3. Upon an indemnity being given or a payment being made by the Insurers under this Policy, they shall be subrogated to the rights and remedies of the Insured who shall co-operate with and do all things necessary to assist the Insurers to exercise such rights and remedies.

4. Should there be any change in the circumstances or nature of the risks which are the basis of this contract the Insured shall give immediate notice thereof to the Insurers and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by the Insurers.

5. No waiver of any of the terms, provisions, conditions and endorsements of this policy shall be valid unless made in writing and signed by a person duly authorised by the Insurers to do so.

6. This Policy may be cancelled by either the Insurers or the Insured giving 10 days notice in writing of such cancellation. If cancelled by the Insurers they will return a pro rata portion of the premium in respect of the unexpired period of the Policy.

   If cancelled by the Insured a return of premium shall be at the discretion of the Insurers and shall be computed at the scale listed below.

Period Policy Has Been In Force	Amount Of Refund Due To The Insured (As Percentage Of Annual Premium)
Upto 1 month (30 days)	80 (Eighty)
More than 1 month and upto 2 months	70 (Seventy)
More than 2 months and upto 3 months	60 (Sixty)
More than 3 months and upto 4 months	50(Fifty)
More than 4 months and upto 5 months	40(Forty)
More than 5 months and upto 6 months	30 (Thirty)
More than 6 months and upto 7 months	25 (Twenty Five)
More than 7 months and upto 8 months	20 (Twenty)
More than 8 months and upto 9 months	15(Fifteen)
More than 9 months	No Refund

There shall however be no return of premium whatsoever in respect of any Aircraft on which a loss is paid or is payable under this Policy.

7. This Policy shall not be assigned in whole or in part except with the consent of the Insurers verified by endorsement hereon.

8. This Policy is not and the parties hereto expressly agree that it shall not be construed as a policy of marine insurance.

9. This Policy shall be construed in accordance with the Law of India and any dispute or difference between the Insured and the Insurers as to the quantum to be paid under this Policy (liability being otherwise admitted) shall be submitted to arbitration in accordance with the statutory provision for arbitration for the time being in force. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided if the Insurers have disputed or have not accepted liability under or in respect of this Policy.

10. It is hereby expressly agreed and declared that if the Insurers shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer, have been made the subject of a suit in a court of law, then the claim shall for all purpose(s), be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. Upon an indemnity being given or a payment being made by the Insurers under this Policy, they shall be subrogated to the rights and remedies of the Insured who shall co-operate with and do all things necessary to assist the Insurers to exercise such rights and remedies.

12. When two or more Aircraft are insured hereunder the terms of this Policy apply separately to each.

13. Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insureds shall not exceed the Limit(s) of Indemnity stated in this Policy.

14. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited.

15. Any duly authorised representative of the Insurers shall be permitted to examine the insured aircraft at all reasonable time during the currency of this Policy

16. The due observance and fulfilment of the warranties, terms, provisions, conditions and clauses including those mentioned in Part V of the Schedule and the Endorsements of this Policy shall be condition precedent to any liability of the Insurers to make any payment under this Policy.

17. This Policy shall not be assigned in whole or in part except with the consent of the Insurers, verified by Endorsement hereon.

(D) DEFINITIONS

1. "ACCIDENT" means any one accident or series of accidents arising out of one event.

2. "UNIT" means a part or an assembly of parts (including any sub-assemblies) of the Aircraft which has been assigned an Overhaul Life as a part or an assembly. Nevertheless, an engine complete with all parts normally attached when removed for the purpose of overhaul or replacement shall together constitute a single Unit.

3. "OVERHAUL LIFE" means the amount of use, or operational and/or calendar time which, according to the Airworthiness Authority, determines when overhaul or replacement of a Unit is required.

4. "OVERHAUL COST" means the costs of labour and materials which are or would be incurred in overhaul or replacement (whichever is necessary) at the end of the Overhaul Life of the damaged or a similar Unit.

5. "PRIVATE PLEASURE" means use for private and pleasure purposes but NOT use for any business or profession nor for hire or reward.

6. "BUSINESS" means the uses stated in Private Pleasure and use for business or professional purposes but NOT use for hire or reward.

7. "COMMERCIAL" means the uses stated in Private Pleasure and Business and use for the carriage by the Insured of passengers, baggage accompanying passengers and cargo for hire or reward.

8. "RENTAL" means rental, lease, charter or hire by the Insured to any person, company or organisation for Private Pleasure and Business uses only, where the operation of the Aircraft is not under the control of the Insured. Rental for any other purpose is NOT insured under this Policy unless specifically declared to Insurers and the detail of such use(s) stated in Part III of the Schedule under SPECIAL RENTAL USES.

   Definitions 5, 6, 7 and 8 constitute Standard Uses and do not include instruction, aerobatics, hunting, patrol, fire-fighting, the intentional dropping, spraying or release of anything, any form of experimental or competitive flying, and any other use involving abnormal hazard, but if cover for such use(s) is to be provided, details of such use(s) are to be informed to the Insurers and specifically stated in Part III of the Schedule.

9. "FLIGHT" means from the time the Aircraft moves forward in taking off or attempting to take off, whilst in the air, and until the Aircraft completes its landing run. A rotary-wing aircraft shall be deemed to be in Flight when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.

10. "TAXIING" means movement of the Aircraft under its own power other than in Flight as defined above. Taxiing shall not be deemed to cease merely by reason of a temporary halting of the Aircraft

11. "MOORED" means, in the case of aircraft designed to land on water, whilst the Aircraft is afloat and is not in Flight or Taxiing as defined above, and includes the risks of launching and hauling up.

12. "GROUND" means whilst the Aircraft is not in Flight or Taxiing or Moored as defined above.

UNLICENSED LANDING GROUND SUITABILITY CLAUSE AVN 23A

It is understood and agreed that the landing and taking off of the insured Aircraft by day on landing grounds other than licensed airfields are covered under this Policy.

Provided always that

(a) the Insured and/or the pilot conducting the flight has obtained the permission of the owner or tenant of the land,

(b) the Insured and/or the pilot conducting the flight has ascertained the suitability of the landing ground and has enquired from the landowner/tenant or from their authorised representative the condition of the landing ground at the expected time of arrival,

(c) the pilot conducting the flight has surveyed the landing ground by flypast or overflight immediately prior to landing.

In the event of a claim being made under this Policy in respect of an Accident occurring during the use of such landing ground the onus of proving that (a) (b) and (c) above had been complied with shall rest entirely on the Insured.

AVN 23A 4.2.02

AIRCRAFT FINANCIAL INTEREST ENDORSEMENT AVN 28B

It is noted that the Party named in the Schedule hereto has a financial interest in the Aircraft under the Agreement. Accordingly, with respect to losses occurring during the period from the Effective Date of this Endorsement until the expiry of the Insurance or until the satisfaction of the obligations under the Agreement, whichever shall first occur, in respect of the interest of the Party and in consideration of an Additional Premium IT IS UNDERSTOOD AND AGREED THAT:

1. The insurance afforded by this Policy for loss of or physical damage to the insured Aircraft shall not be invalidated as regards the interest of the Party by any act or omission by the Insured which results in a breach of any term, condition or warranty of the Policy PROVIDED THAT the Party has not caused, contributed to or knowingly condoned the said act or omission. Nevertheless any change in title or ownership of the Aircraft, conversion, embezzlement or secretion by the Insured in possession of the Aircraft is not covered hereunder.

2. The protection afforded to the Party by the terms of this Endorsement shall be limited to loss of or physical damage to the insured Aircraft and shall not exceed the Original Amount under the Agreement less any relevant Policy Deductible and less all matured Instalments paid or due prior to the accident giving rise to a loss hereunder.

3. The Party shall notify the Insurers of any increase in hazard which comes to the Party's attention and if agreed by the Insurers it shall be endorsed on the Policy, the Party agreeing to pay any additional required premium if the Insured fails to do so on demand of the Insurers.

4. If the Insured fails to notify the Insurers as specified in the Policy Conditions of any event likely to give rise to a claim under the Policy, the Party shall do so immediately he becomes aware of the event in form and manner as prescribed by the Policy.

5. Upon payment of any loss or claim to the Party, Insurers shall to the extent and in respect of such payment be subrogated to all legal and equitable rights of the Party. At the expense of Insurers the Party shall do whatever is necessary to assist the Insurers to exercise such rights.

6. Except in respect of any provision for Cancellation or Automatic Termination specified in the Policy or any endorsement thereof, cover provided by this Endorsement may only be cancelled by Insurers giving not less than Thirty (30) days notice in writing to the Appointed Broker. Notice shall be deemed to commence from the date such notice is given by the Insurers. In the event of cancellation for non-payment of premium, the Party shall have the option to pay all outstanding premiums in respect of the Aircraft within the notice period.

EXCEPT AS SPECIFICALLY VARIED OR PROVIDED BY THE TERMS OF THIS ENDORSEMENT THE FINANCIAL INTEREST OF THE PARTY IS COVERED BY THE POLICY FOR LOSS OF OR PHYSICAL DAMAGE TO THE INSURED AIRCRAFT ONLY SUBJECT TO ALL TERMS, CONDITIONS, LIMITATIONS, WARRANTIES, EXCLUSIONS AND CANCELLATION PROVISIONS THEREOF.

SCHEDULE IDENTIFYING TERMS USED IN THIS ENDORSEMENT

1. Aircraft: in the	As per Schedule of Additional Insureds/Financial/Lessors Policy herewith.
2. Party (enter the name of the Party having a financial interest):	As above
3. The Original Amount under the Agreement: herewith	As per Column (9) of Schedule of Aircraft in the Policy
4. Policy Deductible: herewith	As per Schedule of Hull Deductibles in the Policy
5. Effective Date of this Endorsement:	From Inception of the Policy herewith
6. Additional Premium:	None
7. Appointed Broker:	As per Policy herewith.

AVN 28B 17.10.96 (Amended)

PASSENGER VOLUNTARY SETTLEMENT ENDORSEMENT AVN 34A

1. In consideration of an additional premium of {Response}, it is agreed that the Insurers will at the request of and regardless of legal liability of the Named Insured offer settlement on the basis of the benefits hereinafter set forth in respect of bodily injury sustained by any passenger caused by an Accident provided that at the time of such Accident causing such bodily injury the Passenger Liability Section of the Policy is effective in respect of such Accident.

2. LIMITS OF SETTLEMENT
For death or for total loss of two limbs or total loss of sight of two eyes or total loss of one limb and total loss of sight of one eye (or any combination thereof) the amount offered shall not exceed the amount expressed as the limit of settlement for "each passenger" shown below; or

For total loss of one limb or total loss of sight of one eye the amount offered shall not exceed one half of the amount expressed as the limit of settlement for "each passenger" shown below.

For permanent total disablement other than by loss of limbs or sight the amount offered shall not exceed the amount expressed as the limit of settlement for "each passenger" shown below.

Subject to the limit for "each passenger" the total of the amounts which the Insurers shall offer on account of bodily injury sustained by two or more passengers in any one Accident shall not exceed the amount expressed as the limit of settlement for "each Accident" shown below.

3. DEFINITIONS

"ACCIDENT" means any one accident or series of accidents arising out of one event.

"LOSS OF A LIMB" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle.

"TOTAL LOSS OF SIGHT" means loss of sight which is certified as being entire and irrecoverable by a licensed ophthalmologist.

"PERMANENT TOTAL DISABLEMENT" means disablement which has for twelve months from the date of the Accident necessarily and continuously disabled the passenger from attending to

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business or occupation of any and every kind or if he has no business or occupation confined him immediately and continuously to the house and prevented him from attending to any of his usual duties (if any) and at the expiry of that twelve months period being beyond hope of improvement.

4. ADDITIONAL EXCLUSIONS

The Insurers shall not be liable under the terms of this Endorsement

(a) for any payment which may be used to satisfy that obligation for which the Insured or any Company as his insurer may be held liable under workers compensation, employers liability, unemployment compensation or disability benefits law or any similar law;

(b) for bodily injury to any passenger caused by his suicide or attempted suicide or intentional self-injury or own criminal or felonious act or by his own act whilst in a state of insanity or intoxication;

(c) for bodily injury to any passenger caused by disease or natural causes, or medical or surgical treatment (except where such treatment is rendered necessary by bodily injury caused by Accident within the scope of this Endorsement);

(d) for bodily injury to any member of the flight or cabin crew.

5. ADDITIONAL CONDITIONS

(a) The Insured shall furnish, as soon as practicable after each request from the Insurers, reasonably obtainable information pertaining to bodily injury sustained by passengers. In the event of death immediate notice must be sent to the Insurers.

(b) In consideration of any settlement under the provisions of this Endorsement and as a condition precedent thereto, the Insurers shall be provided with a full legal release for all claims for damages against the Insured and/or any other party(ies) protected by this Policy from the injured passenger and/or any person having a cause of action for such bodily injury. If the injured passenger or any person claiming by, through or under him shall fail to accept in writing within thirty (30) days from the date of offering the voluntary settlement under the provisions of this Endorsement or to execute the necessary release then the Insurers may, at their option, withdraw the offered voluntary settlement, without notice, in which circumstances the Insurers will no longer be bound by the undertakings expressed in the preceding paragraphs. If subsequent to an offer of voluntary settlement being made in respect of any passenger any claim suit or demand is made or prosecuted against the Insured for damages on account of such bodily injury, such claim suit or demand shall be considered as refusal to accept such voluntary settlement and the obligations of the Insurers as expressed in the Passenger Liability Section of the Policy to which this Endorsement is attached, shall be available as fully and completely as if this Endorsement had not been issued.

Limits of Settlement

Each Passenger : INR 50,00,000

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Endorsement is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

AVN 34A 30.4.02

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NUCLEAR RISKS EXCLUSION CLAUSE (AVN 38B)

(1) This Policy does not cover:

(i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

(a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;

(c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

(2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1) (b) and (c) above shall not include:

(i) depleted uranium and natural uranium in any form;

(ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

(3) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

(i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or

(ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or

(iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.

(4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:

(i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

(ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;

(iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter	Maximum permissible level of non- Fixed radioactive surface contamination (Averaged over 300 cm^2)
(IAEA Health and Safety regulation in accordance with the current ICAO technical instructions for the Safe Transport of Dangerous goods by Air)	
Beta, gamma and low toxicity alpha- emitters	Not exceeding 4 becquerels/cm^2 (10-4) microcuries / cm^2).
All other alpha emitters	Not exceeding 0.4 becquerels/cm^2 (10-5) microcuries / cm^2)

(iv) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

AVN.38B 22.7.96

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE (AVN 46B)

1. This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:-

(a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,

(b) pollution and contamination of any kind whatsoever,

(c) electrical and electromagnetic interference,

(d) interference with the use of property;

unless caused by or resulting in a crash fire explosion or collision or a recorded in flight emergency causing abnormal aircraft operation.

2. With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend

(a) claims excluded by Paragraph 1 or

(b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").

3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:

(i) damages awarded against the Insured and

(ii) defence fees and expenses incurred by the Insured.

4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

AVN 46B
1.10.96

WAR INVASION AND HIJACKING PERILS EXCLUSION CLAUSE (AVN 48B)

This Policy does not cover claims caused by

a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.

b) Any hostile detonation of any weapon or war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

c) Strikes, riots, civil commotion or labour disturbances.

d) Any act or one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting there from is accidental or intentional.

e) Any malicious act or act of sabotage.

f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.

g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above period. The Aircraft shall be deemed to have been restored to the control of the insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under not duress)

EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES) AVN 52E

1) Whereas the Policy of which this Endorsement forms part includes the War, Hijacking and other perils Exclusion Clause (Clause AVN 48B), In consideration of an additional premium NIL it is hereby understood and agreed that with effect from inception, all sub-paragraphs other than "B" of clause AVN 48B forming part of this policy are deleted SUBJECT TO all terms and conditions of this Endorsement.

2) EXCLUSION applicable only to any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN –48B.

Cover shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of aircraft.

3) LIMITATION OF LIABILITY

The limit of Insurers' Liability in respect of the coverage provided by this Endorsement shall be of INR 2,250,000,000 or the applicable Policy limit any one Occurrence and in the annual aggregate. This sub-limit shall apply within the full Policy limit and not in addition thereto.

4) AUTOMATIC TERMINATION

To the extent provided below, cover extended by this Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances:

(i) All Cover:
Upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following states, namely France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America.

(ii) Any cover extended in respect of the deletion of sub-paragraph of (a) of clause AVN 48B – upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or other

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like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the Insured Aircraft may be involved.

(iii) All cover in respect of any of the Insured Aircraft requisitioned for either title or use upon such requisition.

PROVIDED THAT if an Insured Aircraft is in the air when (i), (ii) or (iii) occurs, then the cover provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such an Aircraft until completion of its first landing thereafter and any passengers have disembarked.

5. REVIEW AND CANCELLATION

(a) **Review of Premium and/or Geographical Limits (7 days)**

Insurers may give notice to review premium and/or geographical limits – such notice to become effective on the expiry of seven days from 23.59 hrs.GMT on the day on which notice is given.

(b) **Limited Cancellation (48 hours)**

Following a hostile detonation as specified in 4(ii) above, Insurers may give notice of cancellation of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to sub-paragraphs (c) ,(d), (e), (f) and/or (g) of Clause AVN 48B – such notice to become effective on the expiry of forty-eight hours from 23.59 hrs of GMT on the day on which notice is given.

(c) **Cancellation (7 days)**

The cover provided by this Endorsement may be cancelled by either Insurers or the Insured giving notice to become effective on the expiry of Seven days from 23.59 hours GMT on the day on which such notice is given.

Notices: All notices referred to herein shall be in writing.

AGREED VALUE CLAUSE AVN 61

It is hereby understood and agreed that in consideration of the insured Aircraft being covered on an Agreed Value basis all reference herein to replacement shall be deemed to be deleted but only in respect of claims adjusted on the basis of total loss.

In respect of claims adjusted on the basis of a total loss Insurers shall pay to the Insured the Agreed value of the Aircraft as stated in the Policy Schedule less any applicable deductible. Insurers may, at their discretion,take the salvage of such Aircraft, together with all appropriate documents appertaining thereto, but in event shall there be any abandonment to Insurers.

The foregoing provision shall not apply to claims arising in respect of partial loss or damage where Insurers shall retain the right to repair, replace or make good as they deem expedient.

AVN 61 / 1.10.96

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE AVN 72

The rights of a person who is not a party to this insurance or reinsurance to enforce a term of this insurance or reinsurance and/or not to have this insurance or reinsurance rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this insurance or reinsurance.
AVN 72

LIABILITY TO PILOTS AND CREW CLAUSE AVN 73

It is understood and agreed that notwithstanding any exclusion specifically relating to pilots and operational crew in the Section of this Policy covering the liability of the Insured to passengers, such coverage shall extend to include the liability of the Insured to the pilots and operational crew of the insured Aircraft, but excluding liability required to be insured under the terms of any employers' liability or workman's compensation legislation or any similar legislation.

AVN 73 09.02.01

PILOT INDEMNITY CLAUSE AVN 74

The Sections of this Policy covering bodily injury liability, including to passengers, and property damage liability are extended to cover, as if he/she were the Insured, any pilot authorised by the Insured under the terms of the Policy in respect of injury or damage arising out of the operation of the Aircraft described in the Schedule to the Policy, but not so as to increase the liability of Insurers beyond the amount which would otherwise have been payable under this Policy had liability been incurred by the Insured. Provided always that

1. At the time of any accident giving rise to a claim under this Clause the said pilot

(a) shall as though he/she were the Insured, observe, fulfill and be subject to the terms, conditions and exclusions contained in the Policy, and

(b) is not entitled to indemnity under any other policy.

2. There shall be no indemnity under this Clause in respect of claims made against the pilot by the Insured and/or with respect to the Aircraft described in the Schedule to the Policy.
AVN 74 09.02.01

SUPPLEMENTARY PAYMENTS CLAUSE AVN 76

It is understood and agreed that this Policy is extended to cover as more fully set forth under those paragraph(s) identified below. It is expressly understood that no cover is provided under those paragraphs of this Clause which have not been identified below.

The Insurers agree to indemnify the Insured for

(a) any reasonable expenses incurred for the purpose of search and rescue operations for an Aircraft insured hereunder determined to be missing and unreported after the computed maximum endurance of the flight has been exceeded;

(b) any reasonable expenses incurred for the purpose of runway and aircraft foaming to prevent or mitigate possible loss or damage because of malfunction or suspected malfunction of an Aircraft insured hereunder;

(c) any reasonable expenses incurred for the purpose of attempted or actual raising, removal, disposal or destruction of the wreck of an Aircraft insured hereunder and the contents thereof;

(d) any reasonable expenses which the Insured may be called upon to pay in respect of any public inquiry or inquiry by the Civil Aviation Authority or any other relevant authority into an Accident involving an Aircraft insured hereunder.

(e) Costs and expenses arising out of the diversion of an aircraft due to onboard incident.

(f) Costs and expenses incurred by the Insured or assumed under contract arising out of a loss covered hereunder for (1) the use of an emergency procedures centre and/or (2) the use of a crisis management centre.

(g) Any reasonable costs and expenses incurred by or on behalf of the Insured for fire and crash control operations related to an aircraft insured hereunder

(h) Any bail and guarantee costs and expenses.

Coverage is provided under paragraphs (a), (b), (c), (d), (e), (f), (g) and (h).

Provided always that Reinusrers liability shall not exceed 10% of the aircraft agreed value each occurrence and in the aggregate over all paragraphs.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

UNAUTHORISED USE CLAUSE AVN 77 (THEFT ONLY)

No claim under this Policy shall be rejected on the grounds that the Aircraft was used in a place or in a manner or by a person not permitted under the terms of this Policy provided such use was not authorised by the Insured and that the Insured had taken reasonable precautions to prevent such unauthorised use. Any consent given by an employee or agent of the Insured outside the normal scope of his authority shall be deemed not to be authorisation given by the Insured.

AVN 77 09.02.01

FORCED LANDING CLAUSE AVN 78

Insurers hereon agree that in the event of an insured Aircraft making a forced landing in any place where subsequent safe take-off is impossible they will pay all reasonable costs, expenses or expenditure for the removal of the Aircraft to the nearest suitable take-off area provided always that Insurers' liability for such costs, expenses or expenditure, and for any loss of or damage to the Aircraft, shall not exceed the value of the Aircraft as declared in the Policy.

AVN 78 09.02.01

OUT OF NOTIFIED HOURS CLAUSE AVN 81

The coverage provided by this Policy shall not be invalidated as a result of the use, by the Insured, of certain airfields and/or airports out of the notified hours, subject to prior permission having been granted by the appropriate owner and/or operator of such airfield and/or airport.

AVN 81 09.02.01

BREACH OF AIR NAVIGATION REGULATIONS CLAUSE AVN 94

The cover afforded to each Insured by the Policy shall not be invalidated by any act or omission which results in a breach of any air navigation or airworthiness orders or requirements issued by any competent authority affecting the safe operation of the Aircraft provided that the Insured so protected has not caused, contributed to or knowingly condoned the said act or omission. Any Insured who has caused, contributed to or knowingly condoned the said act or omission shall not be entitled to indemnity under the Policy.
Except as specifically varied by this clause, all other terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy apply.
AVN 94 30.4.02

50/50 PROVISIONAL CLAIMS SETTLEMENT CLAUSE AVS 103

WHEREAS the Insured has in full force and effect

A) a "Hull All Risks" policy which inter alia contains the War, Hijacking and Other Perils Exclusion Clause (AVN 48B)/the Common North American Airline War Exclusion Clause, and

B) a "Hull All Risks" policy which inter alia covers certain of the risks excluded by AVN 48B/the Common North American Airline War Exclusion Clause in A) above

NOW IT IS HEREBY UNDERSTOOD AND AGREED THAT

in the event of loss of or damage to an aircraft identified on the schedule of aircraft forming part of this policy and where agreement is reached between the "Hull All Risks" Insurers and the "Hull War Risks" Insurers that the Insured has a valid claim under one or other policy where nevertheless it cannot be resolved within 21 days from the date of occurrence as to which policy is liable, each of the aforementioned groups of insurers agree, WITHOUT PREJUDICE to their liability, to advance to the Insured 50% of such amount as may be mutually agreed between them until such time as final settlement of the claim is agreed

PROVIDED ALWAYS THAT

AVIATION

(i) the "Hull All Risks" and "Hull War Risks" placing slips are identically endorsed with this provisional claims settlement clause

(ii) within 12 months of the advance being made all Insurers specified in (i) above agree to refer the matter to arbitration in London in accordance with the Statutory provision for arbitration for the time being in force

(iii) once the arbitration decision has been conveyed to the parties concerned, the "Hull All Risks" Insurers as the case may be shall repay the amount advanced by the other group of Insurers together with interest for the period concerned which is to be calculated using the London Clearing Banks' Base Rate

(iv) if the "Hull All Risks" and "Hull War Risks" policies contain differing amounts payable, the advance will not exceed the lesser of the amounts involved. In the event of Co-insurance or risks involving uninsured proportion(s), the appropriate adjustment will be made.

AVS 103

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

CIVIL AVIATION AUTHORITY SAFETY REGULATION GROUP CLAUSE LSW 708 A

It is noted and agreed that the cover hereunder remains operative whilst the insured aircraft is being flown by any Civil Aviation Authority (or its local equivalent) approved pilot for the purpose of a test flight and during any such test flight the Civil Aviation Authority Safety Regulation Group (or its local equivalent) are included as Joint Insureds in respect thereof.

Nevertheless, notwithstanding the inclusion hereon of more than one Insured the total liability of the Insurers in respect of any or all Insureds shall not exceed the limits of liability stated in this policy.
LSW 708A

TWO WAY CROSS LIABILITY CLAUSE LSW 715

It is agreed that the inclusion of more than one Insured in this Policy shall not affect the rights of any Insured as respects any claim or suit by any other Insured, or by any employee of such other Insured. The Policy shall insure each Insured in the same manner as though a separate policy had been issued to each and the Insurers hereby agree to waive all rights of subrogation which they may have or acquire against any party insured hereon arising out of an accident or occurrence in respect of which any claim is made hereunder. PROVIDED NEVERTHELESS that nothing contained herein shall operate to increase the Insurers liability as set forth elsewhere in the Policy beyond the amount or amounts for which the Insurers would have been liable if only one Insured had been named.
LSW 715

DATE RECOGNITION EXCLUSION CLAUSE – AVN 2000A

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or after such change of year, date or time;

b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;

c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time; and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

AVN 2000A 14.03.01

DATE RECOGNITION LIMITED COVERAGE CLAUSE – AVN 2001A

WHEREAS the Policy of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply:

(1) to any accidental loss of or damage to an aircraft defined in the Policy Schedule ("Insured Aircraft");

(2) to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:

(a) accidental bodily injury, fatal or otherwise, to passengers caused by an accident to an Insured Aircraft; and/or

(b) loss of or damage to baggage and personal articles of passengers, mail and cargo caused by an accident to an Insured Aircraft; and/or

(c) accidental bodily injury, fatal or otherwise, and accidental damage to property caused by an Insured Aircraft or by any person or object falling therefrom.

PROVIDED THAT:

1. Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Policy.

2. Nothing in this Endorsement shall provide any coverage:

(a) in respect of grounding of any aircraft; and/or

(b) in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the Policy.

3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

AVN 2001A 21.3.01

(Applicable to Hull and Aircraft Liability Coverage)

KILN GEOGRAPHIC AREAS EXCLUSION CLAUSE (03/08/11) LSW617G (AMENDED TO INCLUDE J &K

1. Notwithstanding any provisions to the contrary and subject to clauses 2 and 3 below, this Policy excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions:

(a) Algeria, Burundi, Cabinda, Central African Republic, Congo, Democratic Republic of Congo, Eritrea, Ethiopia, Ivory Coast, Liberia, Mauritania, Nigeria, Somalia, The Republic of Sudan, South Sudan.

(b) Colombia, Ecuador, Peru.

(c) Afghanistan, ~~Jammu & Kashmir~~, Myanmar, North Korea, Pakistan.

(d) Georgia, Nagorno-Karabakh, North Caucasian Federal District.

(e) Iran, Iraq, Libya, Syria, Yemen.

(f) Any country where the operation of the insured Aircraft is in breach of United Nations sanctions.

AVIATION

2. However coverage pursuant to this Policy is granted:

(a) for the overflight of any excluded country where the flight is within an internationally recognised air corridor and is performed in accordance with I.C.A.O. recommendations; or

(b) in circumstances where an insured Aircraft has landed in an excluded country as a direct consequence and exclusively as a result of force majeure.

3. Any excluded country may be covered by underwriters at terms to be agreed by the Slip Leader only prior to flight.

03/08/11

LSW617G

ASBESTOS EXCLUSION CLAUSE

This policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

1. the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or

2. any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs 1 or 2 hereof.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

2488AGM00003

CONSTRUCTIVE TOTAL LOSS

It is hereby declared and agreed that :

When the cost of repair of the damage together with the cost of Salvage and/or Transportation from the place of the accident to the place of repair and return to Service be estimated at 75% or more of the agreed value the assured and the Company may mutually agree to declare a Constructive Total Loss and the Company shall pay the agreed value of the aircraft less the net value of the aircraft in its damaged condition. The latter value shall be fixed by experts or by sale as may be mutually agreed by the assured and the company.

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Consolideted Stamp fees paid by
GRASGRN No. MH008913700201718M
Challan No. 0004054720201718 Dt. 16/11/2017
Stamp duty under this policy is
Rs. 1

THE NEW INDIA ASSURANCE COMPANY LIMITED
REGD & HEAD OFFICE: NEW INDIA ASSURANCE BUILDING
87, M.G. ROAD, FORT MUMBAI: 400 001

AIRCRAFT HULL/LIABILITIES ALL RISKS INSURANCE POLICY

THE SCHEDULE
(This policy provides cover only for those sections against which a premium is shown in part i of this schedule)

PART I	POLICY NO: 11340043180100000002	ANNUAL PREMIUM	INR
	THE INSURED: M/s. Supreme Transport Organization Pvt. Ltd. Financial Interest: Axis Bank	SECTION I SECTION II, III	2,65,500.00 2,01,850.00
	ADDRESS : 5 B, 34 Akshay Mittal Industrial Estate M.V. Road, Andheri (East) Mumbai – 400059, Maharashtra, India	TOTAL G.S.T. TOTAL	4,67,350.00 84,124.00 5,51,474.00
	PERIOD OF INSURANCE: 12 months FROM DATE : 16/05/2018 TO : 15/05/2019	(Midnight Standard Time)	
	DATE OF PROPOSAL : 16/05/2018		

PART II
DESCRIPTION OF AIRCRAFT

AIR FRAME					ENGINES	VALUES		
		SEATING CAPACITY						
Make, Type & Series No.	Year of Construction	Licensed	Declared for the purpose of this insurance	Registration/ Identification Marks	Type	Aircraft with Standard Instruments and equipment	Value of extra equipment and accessories fitted to or carried in the aircraft	Total Agreed Value
(1)	(2)	(3)	(4)	(5)	(6)	(7) INR	(8)	(9) INR
CESSNA 208B S. No. 208B-2420	2013	2+12	2+12	VT -UDN	Fixed Wing	18,00,00,000	-------	18,00,00,000/-

PART III	**Risks Covered:** Flight, Taxiing, Ground, Moored
	Pilots: Any other pilot(s) as approved by Insured who is qualified as per DGCA norms provided Pilot in Command has minimum 1000 hrs FW flying experience including at least 100 hrs on make and model. Co- pilot as per DGCA norms. Warranted 2 pilot operations at all times.
	Purposes for which the Aircraft will be used : Private , Pleasure, Industrial Aid, Joyride, Corporate Flying including Private Aviation for Directors /employees/ Guests (incl. family members)
	Geographical limits within which the Aircraft will be flown: Worldwide subject to LSW 617 G (amended to include J&K).

LIMITS AND DEDUCTIBLES

PART IV	A) POLICY SECTION	B) AMOUNTS TO BE DEDUCTED	C) LIMITS OF INDEMNITY FROM WHICH MUST BE DEDUCTED THE AMOUNT IN COLOUN (B)
	I. LOSS OF OR DAMAGE TO AIRCRAFT LISTED IN PART II OF THIS SCHEDULE	INR 10,00,000 each and every loss excluding all forms of Total Loss	AS PER PART II COLUMN (9)
	II. LIABILITY TO THIRD PARTIES	NIL	INR 25,00,00,000/- Each Accident (For Bodily Injury & Property Damage Combined)
	III.LIABILITY TO PASSENGERS	NIL	Bodily Injury INR 50,00,000/- Each Person Baggage & Personal Articles- INR 50,000/- Each Accident /Each Person
	II & III COMBINED LAIBILTIY TO THIRD PARTIES & PASSENGERS	Bodily Injury/ Damage To Property of Third Party, Passenger Baggage & Personal Articles NIL	Bodily Injury & Damage To Property Combined INR 25,00,00,000/- each accident Including INR 50,00,000/- Each Pax and Bagg. & P.Art. ltd. to INR 50,000/- Each Person / Each Accident

PART V	CLAUSES ATTACHED TO THE POLICY AND TO WHICH THE POLICY IS SUBJECT TO
CLAUSE NUMBER	TITLE OF THE CLAUSE
AVN 23 A	UNLICENSED LANDING GROUND SUITABILITY CLAUSE
AVN 28B	FINANCIAL INTEREST CLAUSE
AVN 34 A	PASSENGER VOLUNTARY SETTLEMENT ENDT.
AVN 38B	NUCLEAR RISK EXCLUSION CLAUSE
AVN 46B	NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE
AVN 48B	WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE
AVN 52 E	EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITY)
AVN 61	AGREED VALUE CLAUSE
AVN 72	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE
AVN 73	LIABILITY TO PILOTS AND CREW CLAUSE
AVN 74	PILOT INDEMNITY CLAUSE
AVN 76	SUPPLIMENTARY PAYMENTS CLAUSE
AVN 77	UNAUTHORISED USE CLAUSE
AVN 78	FORCED LANDING CLAUSE
AVN 81	OUT OF NOTIFIED HOURS CLAUSE
AVN 94	BREACH OF AIR NAVIGATION REGULATIONS CLAUSE
AVS 103	50: 50 PROVISIONAL CLAIM SETTLEMENT CLAUSE
LSW 708A	CIVIL AVIATION AUTHORITIES SAFETY REGULATION GROUP(OR LOCAL EQUIVALENT) CLAUSE

AVIATION

LSW 715	TWO WAY CROSS LIABILITY CLAUSE
AVN 2001A	DATE RECOGNITION LIMITED COVERAGE CLAUSE
AVN 2002 A	DATE RECOGNITION LIMITED COVERAGE CLAUSE
LSW 617 G	KLIN GEOGRAPHICAL AERAS EXCLUSION
2488 AGM00003	ASBESTOS EXCLUSION CLAUSE
	CONSTRUCTIVE TOTAL LOSS (75%)
	Waiver of Subrogation subject to prior approval, Loss Payee Finance Agreements
	Exclusion to 2(a) & (b) of Section II AVN 1C Clause deleted

IN WITNESS WHEREOF the undersigned being duly authorized by the Company, as/have set his/her/their hand at Mumbai this 16th day of May 2018

for **THE NEW INDIA ASSURANCE CO. LTD.**

AUTHORISED SIGNATORY

SERVICE TAX REGN NO. AAACN44165CST178

AIRCRAFT INSURANCE POLICY

Certain words and phrases used in this Policy have special meanings which can be found in Section IV(D) Definitions.

The Insurers agree to insure against loss, damage or liability, arising out of an Accident occurring during the Period of Insurance to the extent and in the manner provided in this Policy.

SECTION I – LOSS OF OR DAMAGE TO AIRCRAFT

1. Coverage

(a) The Insurers will at their option pay for, replace or repair, accidental loss of or damage to the Aircraft described in the Schedule arising from the risks covered, including disappearance if the Aircraft is unreported for sixty days after the commencement of Flight, but not exceeding the Amount Insured as specified in Part II(9) of the Schedule and subject to the amounts to be deducted specified in Condition 3(c).

(b) If the Aircraft is insured hereby for the risks of Flight, the Insurers will, in addition, pay reasonable emergency expenses necessarily incurred by the Insured for the immediate safety of the Aircraft consequent upon damage or forced landing, up to 10 per cent of the Amount Insured as specified in Part II(9) of the Schedule.

2. Exclusions applicable to this Section only

The Insurers shall not be liable for

(a) wear and tear, deterioration, breakdown, defect or failure howsoever caused in any Unit of the Aircraft and the consequences thereof within such Unit;

(b) damage to any Unit by anything which has a progressive or cumulative effect but damage attributable to a single recorded incident is covered under paragraph 1(a) above.

HOWEVER accidental loss of or damage to the Aircraft consequent upon 2(a) or (b) above is covered under paragraph 1(a) above.

3. Conditions applicable to this Section only

(a) If the Aircraft is damaged

(i) no dismantling or repairs shall be commenced without the consent of the Insurers except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority;

(ii) the Insurers will pay only for repairs and transport of labour and materials by the most economical method unless the Insurers agree otherwise with the Insured.

(b) If the Insurers exercise their option to pay for or replace the Aircraft

(i) the Insurers may take the Aircraft (together with all documents of record, registration and title thereto) as salvage;

(ii) the cover afforded by this Section is terminated in respect of the Aircraft even if the Aircraft is retained by the Insured for valuable consideration or otherwise;

(iii) the replacement aircraft shall be of the same make and type and in reasonably like condition unless otherwise agreed with the Insured.

(c) Except where the Insurers exercise their option to pay for or replace the Aircraft, there shall be deducted from the claim under paragraph 1(a) of this Section

(i) the amount specified in Part IV(B) of the Schedule and

(ii) such proportion of the Overhaul Cost of any Unit repaired or replaced as the used time bears to the Overhaul Life of the Unit.

AVIATION

(d) Unless the Insurers elect to take the Aircraft as salvage the Aircraft shall at all times remain the property of the Insured who shall have no right of abandonment to the Insurers.

(e) No claim shall be payable under this Section if any other insurance which is payable in consequence of loss or damage covered under this Section has been or shall be effected by or on behalf of the Insured without the knowledge or consent of the Insurers.

See also Section IV

SECTION II – LEGAL LIABILITY TO THIRD PARTIES (OTHER THAN PASSENGERS)

1. Coverage

The Insurers will indemnify the Insured for all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of accidental bodily injury (fatal or otherwise) and accidental damage to property caused by the Aircraft or by any person or object falling therefrom.

2. Exclusions applicable to this Section only

The Insurers shall not be liable for

(a) injury (fatal or otherwise) or loss sustained by any director or employee of the Insured or partner in the Insured's business whilst acting in the course of his employment with or duties for the Insured;

(b) injury (fatal or otherwise) or loss sustained by any member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft;

(c) injury (fatal or otherwise) or loss sustained by any passenger whilst entering, on board, or alighting from the Aircraft;

(d) loss of or damage to any property or bodily injury (fatal or otherwise) to animal(s) belonging to or in the care, custody or control of the Insured;

(e) injury (fatal or otherwise) or loss sustained by any member of the Insured's household or family;

(f) claims excluded by the attached Noise and Pollution and Other Perils Exclusion Clause.

3. Limit of Indemnity applicable to this Section

The liability of the Insurers under this Section shall not exceed the amount stated in Part IV(C) of the Schedule, less any amounts under Part IV(B). The Insurers will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Insurers in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.

See also Section IV

SECTION III – LEGAL LIABILITY TO PASSENGERS

1. Coverage

The Insurers will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of

(a) accidental bodily injury (fatal or otherwise) to passengers whilst entering, on board, or alighting from the Aircraft and

(b) loss of or damage to baggage and personal articles of passengers arising out of an Accident to the Aircraft.

विमानन AVIATION

Provided always that

(i) before a passenger boards the Aircraft the Insured shall take such measures as are necessary to exclude or limit liability for claims under (a) and (b) above to the extent permitted by law;

(ii) if the measures referred to in proviso (i) above include the issue of a passenger ticket/baggage check, the same shall be delivered correctly completed to the passenger a reasonable time before the passenger boards the Aircraft.

In the event of failure to comply with proviso (i) or (ii) the liability of the Insurers under this Section shall not exceed the amount of the legal liability, if any, that would have existed had the proviso been complied with.

2. Exclusions applicable to this Section only

The Insurers shall not be liable for injury (fatal or otherwise) or loss sustained by any

(a) director or employee of the Insured or partner in the Insured's business whilst acting in the course of his employment with or duties for the Insured;

(b) member of the flight, cabin or other crew whilst engaged in the operation and/or maintenance of the Aircraft.

3. Limits of Indemnity applicable to this Section

The liability of the Insurers under this Section shall not exceed the amounts stated in Part IV(C) of the Schedule, less any amounts under Part IV(B). The Insurers will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Insurers in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.

See also Section IV

SECTION IV

(A) GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Policy does not apply

1. Whilst the Aircraft is being used for any illegal purpose or for any purpose other than those stated in Part III of the Schedule and as defined in the Definitions.

2. Whilst the Aircraft is outside the geographical limits stated in Part III of the Schedule unless due to force majeure.

3. Whilst the Aircraft is being piloted by any person other than as stated in Part III of the Schedule except that the Aircraft may be operated on the ground by any person competent for that purpose.

4. Whilst the Aircraft is being transported by any means of conveyance except as the result of an Accident giving rise to a claim under Section I of this Policy.

5. Whilst the Aircraft is landing on or taking off or attempting to do so from a place unlicensed for the same and/or which does not comply with the recommendations laid down by the manufacturer of the Aircraft except as a result of force majeure.

विमानन AVIATION

6. To liability assumed or rights waived by the Insured under any agreement (other than a passenger ticket/baggage check issued under Section III hereof) except to the extent that such liability would have attached to the Insured in the absence of such agreement.

7. Whilst the total number of passengers being carried in the Aircraft exceeds the declared maximum number of passengers stated in Part II(4) of the Schedule.

8. To claims which are payable under any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected.

10. To claims directly or indirectly arising out of or due to or connected with:-

(a) the use of the aircraft for racing, record attempts, speed trials, any form of competitive flying, aerobatics, aerial seeding or fertilisation or crop-dusting or crop-spraying, military/paramilitary/police patrol, fire-fighting, hunting, shooting, herding, fish-spotting or any other form of flying involving abnormal hazards unless specifically covered in this policy.

(b) experimenting with or testing new parts (other than replaced parts), new devices or new designs unless specifically agreed to by the Insurers.

(c) the aircraft being left unattended in the open without any precautions for its safety.

11. To claims caused by

(a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.

(b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(c) Strikes, riots, civil commotions or labour disturbances.

(d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.

(e) Any malicious act or act of sabotage.

(f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.

(g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above perils.

The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

(B) CONDITIONS PRECEDENT APPLICABLE TO ALL SECTIONS

It is necessary that the Insured observes and fulfils the following Conditions before the Insurers have any liability to make any payment under this Policy.

1. The Insured shall at all times use due diligence and do and concur in doing everything reasonably practicable to avoid accidents and to avoid or diminish any loss hereon.

AVIATION

2. The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the Aircraft and shall ensure that

   (a) the Aircraft is airworthy at the commencement of each Flight;

   (b) all Log Books and other records in connection with the Aircraft which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to the Insurers or their Agents on request;

   (c) the employees and agents of the Insured comply with such orders and requirements.

3. Immediate notice of any event likely to give rise to a claim under this Policy shall be given to the Insurers. In all cases the Insured shall

   (a) furnish full particulars in writing of such event and forward immediately notice of any claim with any letters or documents relating thereto;

   (b) give notice of any impending prosecution;

   (c) render such further information and assistance as the Insurers may reasonably require;

   (f) not act in any way to the detriment or prejudice of the interest of the Insurers.

   (g) not make any admission of liability or payment or offer or promise of payment without the written consent of the Insurers.

(C) GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

1. The Insurers shall be entitled (if they so elect) at any time and for so long as they desire to take absolute control of all negotiations and proceedings and in the name of the Insured to settle, defend or pursue any claim.

2. In the event of the Aircraft sustaining damage (whether covered by this policy or not), the Insured or his Agent(s) shall forthwith take such action as may be necessary to ensure the safety of the damaged Aircraft and its equipments and accessories. No dismantling or repairs shall be commenced without the written consent of the Insurers excepting such as may be necessary in the interests of safety and to prevent further damage.

3. Upon an indemnity being given or a payment being made by the Insurers under this Policy, they shall be subrogated to the rights and remedies of the Insured who shall co-operate with and do all things necessary to assist the Insurers to exercise such rights and remedies.

4. Should there be any change in the circumstances or nature of the risks which are the basis of this contract the Insured shall give immediate notice thereof to the Insurers and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by the Insurers.

5. No waiver of any of the terms, provisions, conditions and endorsements of this policy shall be valid unless made in writing and signed by a person duly authorised by the Insurers to do so.

6. This Policy may be cancelled by either the Insurers or the Insured giving 10 days notice in writing of such cancellation. If cancelled by the Insurers they will return a pro rata portion of the premium in respect of the unexpired period of the Policy.

   If cancelled by the Insured a return of premium shall be at the discretion of the Insurers and shall be computed at the scale listed below.

Period Policy Has Been In Force	Amount Of Refund Due To The Insured (As Percentage Of Annual Premium)
Upto 1 month (30 days)	80 (Eighty)
More than 1 month and upto 2 months	70 (Seventy)
More than 2 months and upto 3 months	60 (Sixty)
More than 3 months and upto 4 months	50(Fifty)
More than 4 months and upto 5 months	40(Forty)
More than 5 months and upto 6 months	30 (Thirty)
More than 6 months and upto 7 months	25 (Twenty Five)
More than 7 months and upto 8 months	20 (Twenty)
More than 8 months and upto 9 months	15(Fifteen)
More than 9 months	No Refund

There shall however be no return of premium whatsoever in respect of any Aircraft on which a loss is paid or is payable under this Policy.

7. This Policy shall not be assigned in whole or in part except with the consent of the Insurers verified by endorsement hereon.

8. This Policy is not and the parties hereto expressly agree that it shall not be construed as a policy of marine insurance.

9. This Policy shall be construed in accordance with the Law of India and any dispute or difference between the Insured and the Insurers as to the quantum to be paid under this Policy (liability being otherwise admitted) shall be submitted to arbitration in accordance with the statutory provision for arbitration for the time being in force. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided if the Insurers have disputed or have not accepted liability under or in respect of this Policy.

10. It is hereby expressly agreed and declared that if the Insurers shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer, have been made the subject of a suit in a court of law, then the claim shall for all purpose(s), be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. Upon an indemnity being given or a payment being made by the Insurers under this Policy, they shall be subrogated to the rights and remedies of the Insured who shall co-operate with and do all things necessary to assist the Insurers to exercise such rights and remedies.

12. When two or more Aircraft are insured hereunder the terms of this Policy apply separately to each.

13. Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insureds shall not exceed the Limit(s) of Indemnity stated in this Policy.

14. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited.

15. Any duly authorised representative of the Insurers shall be permitted to examine the insured aircraft at all reasonable time during the currency of this Policy

16. The due observance and fulfilment of the warranties, terms, provisions, conditions and clauses including those mentioned in Part V of the Schedule and the Endorsements of this Policy shall be condition precedent to any liability of the Insurers to make any payment under this Policy.

17. This Policy shall not be assigned in whole or in part except with the consent of the Insurers, verified by Endorsement hereon.

(D) DEFINITIONS

1. "ACCIDENT" means any one accident or series of accidents arising out of one event.

2. "UNIT" means a part or an assembly of parts (including any sub-assemblies) of the Aircraft which has been assigned an Overhaul Life as a part or an assembly. Nevertheless, an engine complete with all parts normally attached when removed for the purpose of overhaul or replacement shall together constitute a single Unit.

3. "OVERHAUL LIFE" means the amount of use, or operational and/or calendar time which, according to the Airworthiness Authority, determines when overhaul or replacement of a Unit is required.

4. "OVERHAUL COST" means the costs of labour and materials which are or would be incurred in overhaul or replacement (whichever is necessary) at the end of the Overhaul Life of the damaged or a similar Unit.

5. "PRIVATE PLEASURE" means use for private and pleasure purposes but NOT use for any business or profession nor for hire or reward.

6. "BUSINESS" means the uses stated in Private Pleasure and use for business or professional purposes but NOT use for hire or reward.

7. "COMMERCIAL" means the uses stated in Private Pleasure and Business and use for the carriage by the Insured of passengers, baggage accompanying passengers and cargo for hire or reward.

8. "RENTAL" means rental, lease, charter or hire by the Insured to any person, company or organisation for Private Pleasure and Business uses only, where the operation of the Aircraft is not under the control of the Insured. Rental for any other purpose is NOT insured under this Policy unless specifically declared to Insurers and the detail of such use(s) stated in Part III of the Schedule under SPECIAL RENTAL USES.

   Definitions 5, 6, 7 and 8 constitute Standard Uses and do not include instruction, aerobatics, hunting, patrol, fire-fighting, the intentional dropping, spraying or release of anything, any form of experimental or competitive flying, and any other use involving abnormal hazard, but if cover for such use(s) is to be provided, details of such use(s) are to be informed to the Insurers and specifically stated in Part III of the Schedule.

9. "FLIGHT" means from the time the Aircraft moves forward in taking off or attempting to take off, whilst in the air, and until the Aircraft completes its landing run. A rotary-wing aircraft shall be deemed to be in Flight when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.

10. "TAXIING" means movement of the Aircraft under its own power other than in Flight as defined above. Taxiing shall not be deemed to cease merely by reason of a temporary halting of the Aircraft

11. "MOORED" means, in the case of aircraft designed to land on water, whilst the Aircraft is afloat and is not in Flight or Taxiing as defined above, and includes the risks of launching and hauling up.

12. "GROUND" means whilst the Aircraft is not in Flight or Taxiing or Moored as defined above.

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UNLICENSED LANDING GROUND SUITABILITY CLAUSE AVN 23A

It is understood and agreed that the landing and taking off of the insured Aircraft by day on landing grounds other than licensed airfields are covered under this Policy.

Provided always that

(a) the Insured and/or the pilot conducting the flight has obtained the permission of the owner or tenant of the land,

(b) the Insured and/or the pilot conducting the flight has ascertained the suitability of the landing ground and has enquired from the landowner/tenant or from their authorised representative the condition of the landing ground at the expected time of arrival,

(c) the pilot conducting the flight has surveyed the landing ground by flypast or overflight immediately prior to landing.

In the event of a claim being made under this Policy in respect of an Accident occurring during the use of such landing ground the onus of proving that (a) (b) and (c) above had been complied with shall rest entirely on the Insured.

AVN 23A 4.2.02

AIRCRAFT FINANCIAL INTEREST ENDORSEMENT AVN 28B

It is noted that the Party named in the Schedule hereto has a financial interest in the Aircraft under the Agreement. Accordingly, with respect to losses occurring during the period from the Effective Date of this Endorsement until the expiry of the Insurance or until the satisfaction of the obligations under the Agreement, whichever shall first occur, in respect of the interest of the Party and in consideration of an Additional Premium IT IS UNDERSTOOD AND AGREED THAT:

1. The insurance afforded by this Policy for loss of or physical damage to the insured Aircraft shall not be invalidated as regards the interest of the Party by any act or omission by the Insured which results in a breach of any term, condition or warranty of the Policy PROVIDED THAT the Party has not caused, contributed to or knowingly condoned the said act or omission. Nevertheless any change in title or ownership of the Aircraft, conversion, embezzlement or secretion by the Insured in possession of the Aircraft is not covered hereunder.

2. The protection afforded to the Party by the terms of this Endorsement shall be limited to loss of or physical damage to the insured Aircraft and shall not exceed the Original Amount under the Agreement less any relevant Policy Deductible and less all matured Instalments paid or due prior to the accident giving rise to a loss hereunder.

3. The Party shall notify the Insurers of any increase in hazard which comes to the Party's attention and if agreed by the Insurers it shall be endorsed on the Policy, the Party agreeing to pay any additional required premium if the Insured fails to do so on demand of the Insurers.

4. If the Insured fails to notify the Insurers as specified in the Policy Conditions of any event likely to give rise to a claim under the Policy, the Party shall do so immediately he becomes aware of the event in form and manner as prescribed by the Policy.

5. Upon payment of any loss or claim to the Party, Insurers shall to the extent and in respect of such payment be subrogated to all legal and equitable rights of the Party. At the expense of Insurers the Party shall do whatever is necessary to assist the Insurers to exercise such rights.

6. Except in respect of any provision for Cancellation or Automatic Termination specified in the Policy or any endorsement thereof, cover provided by this Endorsement may only be cancelled by Insurers giving not less than Thirty (30) days notice in writing to the Appointed Broker. Notice shall be deemed to commence from the date such notice is given by the Insurers. In the event of cancellation for non-payment of premium, the Party shall have the option to pay all outstanding premiums in respect of the Aircraft within the notice period.

EXCEPT AS SPECIFICALLY VARIED OR PROVIDED BY THE TERMS OF THIS ENDORSEMENT THE FINANCIAL INTEREST OF THE PARTY IS COVERED BY THE POLICY FOR LOSS OF OR PHYSICAL DAMAGE TO THE INSURED AIRCRAFT ONLY SUBJECT TO ALL TERMS, CONDITIONS, LIMITATIONS, WARRANTIES, EXCLUSIONS AND CANCELLATION PROVISIONS THEREOF.

SCHEDULE IDENTIFYING TERMS USED IN THIS ENDORSEMENT

1. Aircraft: in the	As per Schedule of Additional Insureds/Financial/Lessors Policy herewith.
2. Party (enter the name of the Party having a financial interest):	As above
3. The Original Amount under the Agreement: herewith	As per Column (9) of Schedule of Aircraft in the Policy
4. Policy Deductible: herewith	As per Schedule of Hull Deductibles in the Policy
5. Effective Date of this Endorsement:	From Inception of the Policy herewith
6. Additional Premium:	None
7. Appointed Broker:	As per Policy herewith.

AVN 28B 17.10.96 (Amended)

PASSENGER VOLUNTARY SETTLEMENT ENDORSEMENT AVN 34A

1. In consideration of an additional premium of {Response}, it is agreed that the Insurers will at the request of and regardless of legal liability of the Named Insured offer settlement on the basis of the benefits hereinafter set forth in respect of bodily injury sustained by any passenger caused by an Accident provided that at the time of such Accident causing such bodily injury the Passenger Liability Section of the Policy is effective in respect of such Accident.

2. LIMITS OF SETTLEMENT
For death or for total loss of two limbs or total loss of sight of two eyes or total loss of one limb and total loss of sight of one eye (or any combination thereof) the amount offered shall not exceed the amount expressed as the limit of settlement for "each passenger" shown below; or

For total loss of one limb or total loss of sight of one eye the amount offered shall not exceed one half of the amount expressed as the limit of settlement for "each passenger" shown below.

For permanent total disablement other than by loss of limbs or sight the amount offered shall not exceed the amount expressed as the limit of settlement for "each passenger" shown below.

Subject to the limit for "each passenger" the total of the amounts which the Insurers shall offer on account of bodily injury sustained by two or more passengers in any one Accident shall not exceed the amount expressed as the limit of settlement for "each Accident" shown below.

3. DEFINITIONS

"ACCIDENT" means any one accident or series of accidents arising out of one event.

"LOSS OF A LIMB" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle.

"TOTAL LOSS OF SIGHT" means loss of sight which is certified as being entire and irrecoverable by a licensed ophthalmologist.

"PERMANENT TOTAL DISABLEMENT" means disablement which has for twelve months from the date of the Accident necessarily and continuously disabled the passenger from attending to

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business or occupation of any and every kind or if he has no business or occupation confined him immediately and continuously to the house and prevented him from attending to any of his usual duties (if any) and at the expiry of that twelve months period being beyond hope of improvement.

4. ADDITIONAL EXCLUSIONS

The Insurers shall not be liable under the terms of this Endorsement

(a) for any payment which may be used to satisfy that obligation for which the Insured or any Company as his insurer may be held liable under workers compensation, employers liability, unemployment compensation or disability benefits law or any similar law;

(b) for bodily injury to any passenger caused by his suicide or attempted suicide or intentional self-injury or own criminal or felonious act or by his own act whilst in a state of insanity or intoxication;

(c) for bodily injury to any passenger caused by disease or natural causes, or medical or surgical treatment (except where such treatment is rendered necessary by bodily injury caused by Accident within the scope of this Endorsement);

(d) for bodily injury to any member of the flight or cabin crew.

5. ADDITIONAL CONDITIONS

(a) The Insured shall furnish, as soon as practicable after each request from the Insurers, reasonably obtainable information pertaining to bodily injury sustained by passengers. In the event of death immediate notice must be sent to the Insurers.

(b) In consideration of any settlement under the provisions of this Endorsement and as a condition precedent thereto, the Insurers shall be provided with a full legal release for all claims for damages against the Insured and/or any other party(ies) protected by this Policy from the injured passenger and/or any person having a cause of action for such bodily injury. If the injured passenger or any person claiming by, through or under him shall fail to accept in writing within thirty (30) days from the date of offering the voluntary settlement under the provisions of this Endorsement or to execute the necessary release then the Insurers may, at their option, withdraw the offered voluntary settlement, without notice, in which circumstances the Insurers will no longer be bound by the undertakings expressed in the preceding paragraphs. If subsequent to an offer of voluntary settlement being made in respect of any passenger any claim suit or demand is made or prosecuted against the Insured for damages on account of such bodily injury, such claim suit or demand shall be considered as refusal to accept such voluntary settlement and the obligations of the Insurers as expressed in the Passenger Liability Section of the Policy to which this Endorsement is attached, shall be available as fully and completely as if this Endorsement had not been issued.

Limits of Settlement

Each Passenger : INR 50,00,000

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Endorsement is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

AVN 34A 30.4.02

NUCLEAR RISKS EXCLUSION CLAUSE (AVN 38B)

(1) This Policy does not cover:

(i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

(a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;

(c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

(2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1) (b) and (c) above shall not include:

(i) depleted uranium and natural uranium in any form;

(ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

(3) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

(i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or

(ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or

(iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.

(4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:

(i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

(ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;

(iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter	Maximum permissible level of non- Fixed radioactive surface contamination (Averaged over 300 cm^2)
(IAEA Health and Safety regulation in accordance with the current ICAO technical instructions for the Safe Transport of Dangerous goods by Air)	
Beta, gamma and low toxicity alpha- emitters	Not exceeding 4 becquerels/cm^2 (10-4) microcuries / cm^2).
All other alpha emitters	Not exceeding 0.4 becquerels/cm^2 (10-5) microcuries / cm^2)

(iv) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

AVN.38B 22.7.96

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE (AVN 46B)

1. This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:-

(a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,

(b) pollution and contamination of any kind whatsoever,

(c) electrical and electromagnetic interference,

(d) interference with the use of property;

unless caused by or resulting in a crash fire explosion or collision or a recorded in flight emergency causing abnormal aircraft operation.

2. With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend

(a) claims excluded by Paragraph 1 or

(b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").

3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:

(i) damages awarded against the Insured and

(ii) defence fees and expenses incurred by the Insured.

4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

AVN 46B
1.10.96

WAR INVASION AND HIJACKING PERILS EXCLUSION CLAUSE (AVN 48B)

This Policy does not cover claims caused by

a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.

b) Any hostile detonation of any weapon or war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

c) Strikes, riots, civil commotion or labour disturbances.

d) Any act or one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting there from is accidental or intentional.

e) Any malicious act or act of sabotage.

f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.

g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above period. The Aircraft shall be deemed to have been restored to the control of the insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under not duress)

EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES) AVN 52E

1) Whereas the Policy of which this Endorsement forms part includes the War, Hijacking and other perils Exclusion Clause (Clause AVN 48B), In consideration of an additional premium NIL it is hereby understood and agreed that with effect from inception, all sub-paragraphs other than "B" of clause AVN 48B forming part of this policy are deleted SUBJECT TO all terms and conditions of this Endorsement.

2) EXCLUSION applicable only to any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN –48B.

Cover shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of aircraft.

3) LIMITATION OF LIABILITY

The limit of Insurers' Liability in respect of the coverage provided by this Endorsement shall be of INR 2,250,000,000 or the applicable Policy limit any one Occurrence and in the annual aggregate. This sub-limit shall apply within the full Policy limit and not in addition thereto.

4) AUTOMATIC TERMINATION

To the extent provided below, cover extended by this Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances:

(i) All Cover:
Upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following states, namely France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America.

(ii) Any cover extended in respect of the deletion of sub-paragraph of (a) of clause AVN 48B – upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or other

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like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the Insured Aircraft may be involved.

(iii) All cover in respect of any of the Insured Aircraft requisitioned for either title or use upon such requisition.

PROVIDED THAT if an Insured Aircraft is in the air when (i), (ii) or (iii) occurs, then the cover provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such an Aircraft until completion of its first landing thereafter and any passengers have disembarked.

5. REVIEW AND CANCELLATION

(a) **Review of Premium and/or Geographical Limits (7 days)**

Insurers may give notice to review premium and/or geographical limits – such notice to become effective on the expiry of seven days from 23.59 hrs.GMT on the day on which notice is given.

(b) **Limited Cancellation (48 hours)**

Following a hostile detonation as specified in 4(ii) above, Insurers may give notice of cancellation of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to sub-paragraphs (c) ,(d), (e). (f) and/or (g) of Clause AVN 48B – such notice to become effective on the expiry of forty-eight hours from 23.59 hrs of GMT on the day on which notice is given.

(c) **Cancellation (7 days)**

The cover provided by this Endorsement may be cancelled by either Insurers or the Insured giving notice to become effective on the expiry of Seven days from 23.59 hours GMT on the day on which such notice is given.

Notices: All notices referred to herein shall be in writing.

AGREED VALUE CLAUSE AVN 61

It is hereby understood and agreed that in consideration of the insured Aircraft being covered on an Agreed Value basis all reference herein to replacement shall be deemed to be deleted but only in respect of claims adjusted on the basis of total loss.

In respect of claims adjusted on the basis of a total loss Insurers shall pay to the Insured the Agreed value of the Aircraft as stated in the Policy Schedule less any applicable deductible. Insurers may, at their discretion,take the salvage of such Aircraft, together with all appropriate documents appertaining thereto, but in event shall there be any abandonment to Insurers.

The foregoing provision shall not apply to claims arising in respect of partial loss or damage where Insurers shall retain the right to repair, replace or make good as they deem expedient.

AVN 61 / 1.10.96

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE AVN 72

The rights of a person who is not a party to this insurance or reinsurance to enforce a term of this insurance or reinsurance and/or not to have this insurance or reinsurance rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this insurance or reinsurance.
AVN 72

LIABILITY TO PILOTS AND CREW CLAUSE AVN 73

It is understood and agreed that notwithstanding any exclusion specifically relating to pilots and operational crew in the Section of this Policy covering the liability of the Insured to passengers, such coverage shall extend to include the liability of the Insured to the pilots and operational crew of the insured Aircraft, but excluding liability required to be insured under the terms of any employers' liability or workman's compensation legislation or any similar legislation.

AVN 73 09.02.01

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PILOT INDEMNITY CLAUSE AVN 74

The Sections of this Policy covering bodily injury liability, including to passengers, and property damage liability are extended to cover, as if he/she were the Insured, any pilot authorised by the Insured under the terms of the Policy in respect of injury or damage arising out of the operation of the Aircraft described in the Schedule to the Policy, but not so as to increase the liability of Insurers beyond the amount which would otherwise have been payable under this Policy had liability been incurred by the Insured. Provided always that

1. At the time of any accident giving rise to a claim under this Clause the said pilot

(a) shall as though he/she were the Insured, observe, fulfill and be subject to the terms, conditions and exclusions contained in the Policy, and

(b) is not entitled to indemnity under any other policy.

2. There shall be no indemnity under this Clause in respect of claims made against the pilot by the Insured and/or with respect to the Aircraft described in the Schedule to the Policy.
AVN 74 09.02.01

SUPPLEMENTARY PAYMENTS CLAUSE AVN 76

It is understood and agreed that this Policy is extended to cover as more fully set forth under those paragraph(s) identified below. It is expressly understood that no cover is provided under those paragraphs of this Clause which have not been identified below.

The Insurers agree to indemnify the Insured for

(a) any reasonable expenses incurred for the purpose of search and rescue operations for an Aircraft insured hereunder determined to be missing and unreported after the computed maximum endurance of the flight has been exceeded;

(b) any reasonable expenses incurred for the purpose of runway and aircraft foaming to prevent or mitigate possible loss or damage because of malfunction or suspected malfunction of an Aircraft insured hereunder;

(c) any reasonable expenses incurred for the purpose of attempted or actual raising, removal, disposal or destruction of the wreck of an Aircraft insured hereunder and the contents thereof;

(d) any reasonable expenses which the Insured may be called upon to pay in respect of any public inquiry or inquiry by the Civil Aviation Authority or any other relevant authority into an Accident involving an Aircraft insured hereunder.

(e) Costs and expenses arising out of the diversion of an aircraft due to onboard incident.

(f) Costs and expenses incurred by the Insured or assumed under contract arising out of a loss covered hereunder for (1) the use of an emergency procedures centre and/or (2) the use of a crisis management centre.

(g) Any reasonable costs and expenses incurred by or on behalf of the Insured for fire and crash control operations related to an aircraft insured hereunder

(h) Any bail and guarantee costs and expenses.

Coverage is provided under paragraphs (a), (b), (c), (d), (e), (f), (g) and (h).

Provided always that Reinusrers liability shall not exceed 10% of the aircraft agreed value each occurrence and in the aggregate over all paragraphs.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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UNAUTHORISED USE CLAUSE AVN 77 (THEFT ONLY)

No claim under this Policy shall be rejected on the grounds that the Aircraft was used in a place or in a manner or by a person not permitted under the terms of this Policy provided such use was not authorised by the Insured and that the Insured had taken reasonable precautions to prevent such unauthorised use. Any consent given by an employee or agent of the Insured outside the normal scope of his authority shall be deemed not to be authorisation given by the Insured.

AVN 77 09.02.01

FORCED LANDING CLAUSE AVN 78

Insurers hereon agree that in the event of an insured Aircraft making a forced landing in any place where subsequent safe take-off is impossible they will pay all reasonable costs, expenses or expenditure for the removal of the Aircraft to the nearest suitable take-off area provided always that Insurers' liability for such costs, expenses or expenditure, and for any loss of or damage to the Aircraft, shall not exceed the value of the Aircraft as declared in the Policy.

AVN 78 09.02.01

OUT OF NOTIFIED HOURS CLAUSE AVN 81

The coverage provided by this Policy shall not be invalidated as a result of the use, by the Insured, of certain airfields and/or airports out of the notified hours, subject to prior permission having been granted by the appropriate owner and/or operator of such airfield and/or airport.

AVN 81 09.02.01

BREACH OF AIR NAVIGATION REGULATIONS CLAUSE AVN 94

The cover afforded to each Insured by the Policy shall not be invalidated by any act or omission which results in a breach of any air navigation or airworthiness orders or requirements issued by any competent authority affecting the safe operation of the Aircraft provided that the Insured so protected has not caused, contributed to or knowingly condoned the said act or omission. Any Insured who has caused, contributed to or knowingly condoned the said act or omission shall not be entitled to indemnity under the Policy.
Except as specifically varied by this clause, all other terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy apply.
AVN 94 30.4.02

50/50 PROVISIONAL CLAIMS SETTLEMENT CLAUSE AVS 103

WHEREAS the Insured has in full force and effect

A) a "Hull All Risks" policy which inter alia contains the War, Hijacking and Other Perils Exclusion Clause (AVN 48B)/the Common North American Airline War Exclusion Clause, and

B) a "Hull All Risks" policy which inter alia covers certain of the risks excluded by AVN 48B/the Common North American Airline War Exclusion Clause in A) above

NOW IT IS HEREBY UNDERSTOOD AND AGREED THAT

in the event of loss of or damage to an aircraft identified on the schedule of aircraft forming part of this policy and where agreement is reached between the "Hull All Risks" Insurers and the "Hull War Risks" Insurers that the Insured has a valid claim under one or other policy where nevertheless it cannot be resolved within 21 days from the date of occurrence as to which policy is liable, each of the aforementioned groups of insurers agree, WITHOUT PREJUDICE to their liability, to advance to the Insured 50% of such amount as may be mutually agreed between them until such time as final settlement of the claim is agreed

PROVIDED ALWAYS THAT

(i) the "Hull All Risks" and "Hull War Risks" placing slips are identically endorsed with this provisional claims settlement clause

(ii) within 12 months of the advance being made all Insurers specified in (i) above agree to refer the matter to arbitration in London in accordance with the Statutory provision for arbitration for the time being in force

(iii) once the arbitration decision has been conveyed to the parties concerned, the "Hull All Risks" Insurers as the case may be shall repay the amount advanced by the other group of Insurers together with interest for the period concerned which is to be calculated using the London Clearing Banks' Base Rate

(iv) if the "Hull All Risks" and "Hull War Risks" policies contain differing amounts payable, the advance will not exceed the lesser of the amounts involved. In the event of Co-insurance or risks involving uninsured proportion(s), the appropriate adjustment will be made.

AVS 103

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

CIVIL AVIATION AUTHORITY SAFETY REGULATION GROUP CLAUSE LSW 708 A

It is noted and agreed that the cover hereunder remains operative whilst the insured aircraft is being flown by any Civil Aviation Authority (or its local equivalent) approved pilot for the purpose of a test flight and during any such test flight the Civil Aviation Authority Safety Regulation Group (or its local equivalent) are included as Joint Insureds in respect thereof.

Nevertheless, notwithstanding the inclusion hereon of more than one Insured the total liability of the Insurers in respect of any or all Insureds shall not exceed the limits of liability stated in this policy.
LSW 708A

TWO WAY CROSS LIABILITY CLAUSE LSW 715

It is agreed that the inclusion of more than one Insured in this Policy shall not affect the rights of any Insured as respects any claim or suit by any other Insured, or by any employee of such other Insured. The Policy shall insure each Insured in the same manner as though a separate policy had been issued to each and the Insurers hereby agree to waive all rights of subrogation which they may have or acquire against any party insured hereon arising out of an accident or occurrence in respect of which any claim is made hereunder. PROVIDED NEVERTHELESS that nothing contained herein shall operate to increase the Insurers liability as set forth elsewhere in the Policy beyond the amount or amounts for which the Insurers would have been liable if only one Insured had been named.
LSW 715

DATE RECOGNITION EXCLUSION CLAUSE – AVN 2000A

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or after such change of year, date or time;

b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;

c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time; and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

AVN 2000A 14.03.01

DATE RECOGNITION LIMITED COVERAGE CLAUSE – AVN 2001A

WHEREAS the Policy of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply:

(1) to any accidental loss of or damage to an aircraft defined in the Policy Schedule ("Insured Aircraft");

(2) to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:

(a) accidental bodily injury, fatal or otherwise, to passengers caused by an accident to an Insured Aircraft; and/or

(b) loss of or damage to baggage and personal articles of passengers, mail and cargo caused by an accident to an Insured Aircraft; and/or

(c) accidental bodily injury, fatal or otherwise, and accidental damage to property caused by an Insured Aircraft or by any person or object falling therefrom.

PROVIDED THAT:

1. Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Policy.

2. Nothing in this Endorsement shall provide any coverage:

(a) in respect of grounding of any aircraft; and/or

(b) in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the Policy.

3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

AVN 2001A 21.3.01

(Applicable to Hull and Aircraft Liability Coverage)

KILN GEOGRAPHIC AREAS EXCLUSION CLAUSE (03/08/11) LSW617G (AMENDED TO INCLUDE J &K

1. Notwithstanding any provisions to the contrary and subject to clauses 2 and 3 below, this Policy excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions:

(a) Algeria, Burundi, Cabinda, Central African Republic, Congo, Democratic Republic of Congo, Eritrea, Ethiopia, Ivory Coast, Liberia, Mauritania, Nigeria, Somalia, The Republic of Sudan, South Sudan.

(b) Colombia, Ecuador, Peru.

(c) Afghanistan, ~~Jammu & Kashmir~~, Myanmar, North Korea, Pakistan.

(d) Georgia, Nagorno-Karabakh, North Caucasian Federal District.

(e) Iran, Iraq, Libya, Syria, Yemen.

(f) Any country where the operation of the insured Aircraft is in breach of United Nations sanctions.

2. However coverage pursuant to this Policy is granted:

(a) for the overflight of any excluded country where the flight is within an internationally recognised air corridor and is performed in accordance with I.C.A.O. recommendations; or

(b) in circumstances where an insured Aircraft has landed in an excluded country as a direct consequence and exclusively as a result of force majeure.

3. Any excluded country may be covered by underwriters at terms to be agreed by the Slip Leader only prior to flight.

03/08/11

LSW617G

ASBESTOS EXCLUSION CLAUSE

This policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

1. the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or

2. any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs 1 or 2 hereof.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

2488AGM00003

CONSTRUCTIVE TOTAL LOSS

It is hereby declared and agreed that :

When the cost of repair of the damage together with the cost of Salvage and/or Transportation from the place of the accident to the place of repair and return to Service be estimated at 75% or more of the agreed value the assured and the Company may mutually agree to declare a Constructive Total Loss and the Company shall pay the agreed value of the aircraft less the net value of the aircraft in its damaged condition. The latter value shall be fixed by experts or by sale as may be mutually agreed by the assured and the company.

GOVERNMENT OF INDIA
OFFICE OF THE
DIRECTOR GENERAL OF CIVIL AVIATION
OPP. SAFDARJUNG AIRPORT
NEW DELHI – 110 003, INDIA

सत्यमेव जयते

भारत सरकार
नागर विमानन महानिदेशक का कार्यालय

सफदरजंग विमानपत्तन के सामने
नई दिल्ली - ११० ००३, भारत

दूरभाष /Telephone : +91-11-24641450
फैक्स /Fax : +91-11-24643010
ई-मेल /E-Mail : daw.dgca@nic.in

संख्या/ Ref.: 2022/DAW/DRA/000000199
दिनांक/ Dated : 13-05-2022

376

To,

The Accountable Manager,
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED,
5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V. ROAD,, ANDHERI EAST, 400059

Subject: - De-registration of **AEROPLANE, VT-UDN, CESSNA 208B**, MSN:**208B2420** .

Dear Sir,

कृपया उपरोक्त विषय पर भेजे गए अनुरोध का सन्दर्भ ग्रहण करें। / Reference is made to your eApplication on the above subject.

अनुरोध आईडी/ eApplication Id:	2022/DAW/DRA/000000199
दिनांक/ Dated:	10-05-2022

This is to intimate that **AEROPLANE, VT-UDN, TEXTRON AVIATION INC. CESSNA 208B**, MSN: **208B2420** owned by **SUPREME TRANSPORT ORGANISATION PVT LTD, 5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V.ROAD, ANDHERI(EAST), , MUMBAI, MAHARASHTRA, INDIA, 400059** and operated by M/s **SUPREME TRANSPORT ORGANISATION PVT LTD, 5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V.ROAD, ANDHERI(EAST), , MUMBAI, MAHARASHTRA, INDIA, 400059** has been removed from the Indian Civil Aircraft register with effect from **13-05-2022**

भवदीय / Yours Faithfully,

(M DEVULA)
DEPUTY DIRECTOR (AIRWORTHINESS)
कृते महानिदेशक (नागर विमानन) / /For Director General of Civil Aviation

Signature Not Verified
Signed by: M Devula

Attested

25.9.21.

एम. देवुला / M. DEVULA
निदेशक उड्डन योग्यता
Director of Airworthiness

Main file

DGCA - DE-REGISTRATION

आ.क्र. 7723/आगुवि/2024 (01/10) 626-A

9326
30/09

854

GOVERNMENT OF INDIA
DIRECTORATE GENERAL OF CIVIL AVIATION
OPP. SAFDARJUNG AIRPORT
NEW DELHI – 110 003

भारत सरकार
नागरिक विमानन महानिदेशालय
सफदरजंग विमानपत्तन के सामने
नई दिल्ली – 110003

TELEPHONE: 91-11-24622495, 24622499, 24622500
AW
FAX : 91-11-24636291
E-mail : daw@dgca.nic.in

संख्या/Ref.: DGCA-25012(05)/55/2024-

दिनांक/Dated: 25.09.2024

DCP EOW-I

To,
The Office of The Dy. Commissioner of Police, Economic Offences Wing,
New Administrative Building, 3rd Floor,
Commissioner Office, Dr. D N Road,
Mumbai-400001

पोलीस सह आयुक्त
आर्थिक गुन्हे विभाग, मुंबई

Subject: To Provide De-Registration Related Documents in Connection with Aircraft Serial No. 208B2420 dated13.09.2024

Sir,

Please refer to your letter no. O.W.No. 328/DCP/EOW//2024 and email dated 21.09.2024 on the subject (Copy attached).

Applicant has submitted application online eGCA portal for de-registration of Cessna aircraft (MSN: 208B2420) Regn. Mark: VT-UDN. DGCA has de-registered subject aircraft from Indian civil aircraft registry based on documents were submitted by owner / operator. Enclosed herewith please find notified / certified copies of documents in respect of Cessna 208B aircraft as desired by your office.

25.9.2024
(M. Devula)
Director of Airworthiness
for Director General of Civil Aviation

Encl. As above
1. De-registration application
2. Copy of Certificate of Registration (C of R).
3. Consent of owner / All Board of Directors.
4. Confirmation of Deletion/ Deactivation of Mode S transponder code.
5. De-registration letter.

सपोनि वाघमारे

(दत्तात्रय बाकारे)
प्रभारी पोलीस निरीक्षक
कक्ष-७ (शेअर्स), आ.गु.वि., मुंबई
आ.क्र. १०५९/२४ दि. ०९/१०/२४

Office of the Dy. Commissioner of Po (EOW) I Mumbai	
Inward No.	4252
Date	3/10/24
ACP	
Unit	Shares

Dy. Commissioner of Police
EOW-I Mumbai

SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059
Tel +91 22 42383940 41 42 43 Fax +91 22 42383945
Email mumbai@supremetransport.org Website www.supremetransport.org

******

REF. NO.: STOPL/UDN/2022-01 DATED: 12.04.2022

To,
The Director of Airworthiness,
O/o Directorate General Civil Aviation,
Technical Center, AurobindoMarg,
Opposite Safdarjung Airport,
New Delhi-110003

Sub: **De-registration of C of R in respect of Cessna 208B, Regn. No. VT-UDN**

Sir,

We, Supreme Transport Organization Pvt. Limited are registered Owner and Operator of Cessna 208B aircraft, Regn. No. VT-UDN.

Further, this is to inform that the subject aircraft was operating from Jaipur airport to Lalgarh Airstrip Rajasthan was met an accident on 07th August 2018, thereafter aircraft was kept grounded at Jaipur Airport in damaged condition.

It is therefore requested that kindly De-registered the Cessna 208, Regn. No. VT-UDN aircraft from DGCA aircraft Register.

Thanking you,

Yours faithfully
Supreme Transport Organization Pvt. Ltd.

Supreme Transport Organisation Pvt Ltd MUMBAI

Captain Ammeet K Agarwal
(Director, President & CEO)

Enclosed: Appendix-1

25.9.2024.
एम.देवुला / M. DEVULA
निदेशक उड्डन योग्यता
Director of Airworthiness

******

Certified that this is the copy of document submitted by applicant in eGCA online application portal.

CA 27 (REV. 1997)

Certificate No. - 4782
Category - 'A'

Registration Mark
VT-UDN

GOVERNMENT OF INDIA
DIRECTORATE GENERAL OF CIVIL AVIATION
OPP. SAFDARJUNG AIRPORT, NEW DELHI-110003

CERTIFICATE OF REGISTRATION

Nationality & Registration Mark	Manufacturer and manufacturer's designation of aircraft	Aircraft Serial No.	Year of Manufacture
VT-UDN	**CESSNA AIRCRAFT COMPANY 1, CESSNA BOULEVARD, WHICHITA, KS 67215, USA** **CESSNA 208B**	**208B2420**	**2013**
Name of Owner/ Lessor	**SUPREME TRANSPORT ORGANISATION PVT LTD**		
Address: Nationality:	**5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V. ROAD, ANDHERI (EAST), MUMBAI-400059** **INDIAN**		
Name of operator/ Lessee	**SUPREME TRANSPORT ORGANISATION PVT LTD**		
Address: Nationality:	**5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V. ROAD, ANDHERI (EAST), MUMBAI-400059** **INDIAN**		
Usual Station	**JAIPUR**		
Validity of Lease:	Validity of Registration:	Signatures	
.....	.....		

It is certified that the above described aircraft has been duly entered in the register of India with effect from **14.06.2017** in accordance with the Convention on International Civil Aviation dated 7th Dec, 1944 and with the Aircraft Act, 1934 and rules made there under.

Date of Issue: 14.06.2017
New Delhi

(RAJ KANWAR)
DY. DIRECTOR AIRWORTHINESS
Authorized Signatory

Attested
25.9.2024

एम.देवुला / M. DEVULA
निदेशक उड्डन योग्यता
Director of Airworthiness

SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461

Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059
Tel +91 22 42383940 41 42 43 Fax +91 22 42383945
Email mumbai@supremetransport.org Website www.supremetransport.org

******

REF. NO.: STOPL/UDN/2022-02 DATED: 12.04.2022

CONSENT OF OWNER/ALL BOARD OF DIRECTORS

This to certified that we, Supreme Transport Organization Pvt. Limited is the Owner and Operator of Cessna 208B aircraft, Registration No. VT-UDN and all board members of Director agreed and decided to De-register the said aircraft from DGCA Aircraft register.

Capt. Ammeet K Agarwal
(Director, President & CEO)

(Director)

(Director)

(Director)

(Director)

Supreme Transport Organisation Pvt Ltd MUMBAI

Certified that this is the copy of document submitted by applicant in eGCA online application portal.

******

25.9.22.

एम.देवुला / M. DEVULA
निदेशक उड्डन योग्यता
Director of Airworthiness

SUPREME TRANSPORT ORGANISATION PVT LTD
AN ISO 9001:2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461
Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059
Tel +91 22 42383940 41 42 43 Fax +91 22 42383945
Email mumbai@stopl.in Website www.stopl.in

******

REF. NO.: STOPL/UDN/2022-03 **DATED: 12.04.2022**

To,
The Director of Airworthiness,
O/o Directorate General Civil Aviation,
Technical Center, AurobindoMarg,
Opposite Safdarjung Airport,
New Delhi-110003

Sub: Deletion/deactivation of Mode "S" transponder code.

Dear Sir,

This is to confirm that Mode "S" transponder installed on Cessna Caravan 208B aircraft (Regn. No. VT-UDN) was completely damage and deactivated after met with an accident.

Further this is also confirmed that there is no used of this mode "S' transponder in future.

Thanking you,

For Supreme Transport Organisation Pvt Ltd

Supreme Transport Organisation Pvt Ltd Mumbai

Captain Ammeet K Agarwal
Director, President & CEO

******

25-9-2024.

एम.देवुला / M. DEVULA
निदेशक उड़न योग्यता
Director of A...

Certified that this is the copy of document submitted in eGCA online application portal by applicant.

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GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
OFFICE OF THE REGISTRAR OF COMPANIES
"EVEREST", GROUND FLOOR, 100, MARINE DRIVE,
MUMBAI- 400 002.
TEL: 22811493/22812645/22812639 (Dir.), FAX: 22811977.

No. ROC/CTC/ Date: 27 JUN 2024

No.ROC/Record/CTC/2024 /2774

To,

Rajesh Kasare
Sr. Police.Inspector, Unit-7,
EOW, New Administrative Building,
3rd floor, Commissioner Office,
.Dr. D. N. Road, Mumbai-400001

Sub :- Information regarding of Ms. SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED.

Reference :- Your Letter No. O.W.No.1222/Sr.PI/Unit-7/EOW/ssw/cr-32/2024.
Dated. 26/06/2024

Sir,

With reference to subjects cited above, the company has filed the following documents and certificatedtrue copy of the same is enclosed herewith as desired by your good self.

1. Certificate of Incorporation
2. Master data
3. List of Director
4. MOA
5. AOA
6. MGT-7
7. AOC-4

It is submitted that certifying officer may not be summoned for giving any evidence in view of the exemption under section 399 (3) of the companies Act, 2013.

Yours faithfully,

Asstt. Registrar of Companies,
For Registrar of Companies
Maharashtra, Mumbai

शासकीय प्राधिकारी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
ISSUED TO THE GOVERNMENT AUTHORITY STRICTLY FOR

सत्यमेव जयते

प्रारुप 1
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U60230PN2008PTC132133 2008 - 2009

मैं एतदद्वारा सत्यापित करता हूँ कि मैसर्स

SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के भाग 9 के अधीन आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन-पत्र आज दिनांक उनतीस मई दो हजार आठ को मेरे हस्ताक्षर से पूणे में जारी किया जाता है।

Form 1
Certificate of Incorporation

Corporate Identity Number : U60230PN2008PTC132133 2008 - 2009
I hereby certify that SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED is this day incorporated under Part IX of the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

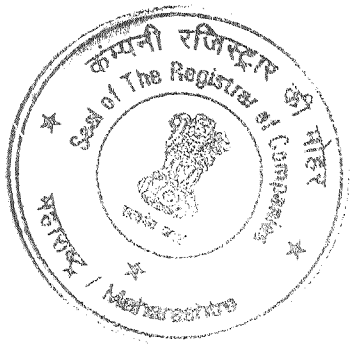
Given under my hand at Pune this Twenty Nineth day of May Two Thousand Eight.

(KATKAR VISHNU PANDURANG)
कम्पनी रजिस्ट्रार / Registrar of Companies
महाराष्ट्र, पूणे
Maharashtra, Pune

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED
Survey No.140/01, Taloka - Mulsi P.O., Tathawade,,
Pune - 411033,
Maharashtra, INDIA

SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED									
DIN/PAN	Name	Date of Birth	Father's Name	Nation	Address	Current Designation	Date of appointment in current designation	Date of appointment in capital market	Date of cessation
00497937	PRABHAT KUMAR MITTAL	09.10.1951	LILADHAR AGARWAL	INDIA	642, Block-O, Saikunj, New AliporeKolkata,700053,West Bengal,India	Additional Director	21.08.2013	21.08.2013	11.11.2013
01252090	KAMALKUMAR NAGARMAL AGARWAL	25.12.1965	NAGARMAL AGARWAL	INDIA	COMPLEX 703, SANKALPMINSTRY COMPLEX,J.B NAGAR,ANDHERI EAST,MUMBAI,400059,Maharashtra,India	Director	29.05.2008	29.05.2008	
01252126	VIMAL KUMAR AGRAWAL	19.04.1980	JAGDISH KUMAR AGRAWAL	INDIA	Doddenkundi,Doddenkundi, Marathahalli.,Banglore,560037,Karnataka,	Director	29.05.2008	29.05.2008	
02249202	NAGARMAL AGRAWAL	23.11.1951	SHIVDASRAJ AGRAWAL	INDIA	SBIMALEGAONNASIK,423203,Maharashtra,India	Director	01.07.2008	01.07.2008	01.04.2013
02249230	NAGARMAL AGRAWAL	01.07.1956	SHIVDATRAI AGRAWAL	INDIA	ROADOPP INORBIT MALL, GOREGAON WESTMUMBAI,400104,Maharashtra,India	Director	01.07.2008	01.07.2008	
02249252	SATISH KISANLAL AGRAWAL	01.10.1962	NAGARMAL AGRAWAL	INDIA	SBIMALEGAONNASIK,423203,Maharashtra,India	Director	01.07.2008	01.07.2008	
02298280	ARUNKUMAR KISANLAL AGRAWAL	22.05.1968	KISANLAL AGRAWAL NAGARMAL	INDIA	52, MANICKARN STREETPERAMBUR BARRACKS ROAD, VEPERY,CHENNAI,600007,Tamil	Director	01.07.2008	01.07.2008	
02298292	GIRISH KUMAR AGRAWAL	15.05.1982	NAGARMAL AGRAWAL	INDIA	APARTMENT,SECTOR 13, ROHINI DELHI, ROHINI SECTOR 7, NORTH	Director	01.07.2008	01.07.2008	
05293676	AMMEET KAMAL AGARWAL	16.09.1988	NAGARMAL AGARWAL	INDIA	Near Supreme Chowk,Andheri East,mumbai,400059,Maharashtra,India	Director	10.09.2015	10.09.2015	
05293676	AMMEET KAMAL AGARWAL	16.09.1988	NAGARMAL AGARWAL	INDIA	Near Supreme Chowk,Andheri East,mumbai,400059,Maharashtra,India	Additional Director	01.01.2015	01.01.2015	10.09.2015
06499594	AKASH AGARWAAL	25.07.1990	KAMAL AGARWAL	INDIA	NAGAR, ANDHERI EAST,MUMBAI,400059,Maharashtra,India	Director	10.09.2015	10.09.2015	
06499594	AKASH AGARWAAL	25.07.1990	KAMAL AGARWAL	INDIA	NAGAR, ANDHERI EAST,MUMBAI,400059,Maharashtra,India	Additional Director	01.01.2015	01.01.2015	10.09.2015
06583988	ANANDKUMAR AGRAWAL	01.07.1988	NAGARMAL AGRAWAL	INDIA	ROADOPP INORBIT MALL, GOREGAON WESTMUMBAI,400104,Maharashtra,India	Additional Director	01.04.2013	01.04.2013	

सरकारी प्राधिकारी को उपलब्ध कराई केवल शासकीय प्रयोग हेतु
USED TO THE GOVERNMENT AUTHORITY STRICTLY FOR OFFICIAL U



MINISTRY OF CORPORATE AFFAIRS
GOVERNMENT OF INDIA

EMPOWERING BUSINESS, PROTECTING INVESTORS
REGULATOR • INTEGRATOR • FACILITATOR • EDUCATOR

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शासकीय प्राधिकारी को उपलब्ध कराई केवल शासकीय प्रयोग हेतु

Company Information

CIN	U60230MH2008PTC216143
Company Name	SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED
ROC Name	ROC Mumbai
Registration Number	216143
Date of Incorporation	29/05/2008
Email Id	kamal@stopl.in
Registered Address	5/B-34, Akshay Mittal Industrial Estate, M.V. Road Andheri (East), Mumbai, Maharashtra, India, 400059
Address at which the books of account are to be maintained	-
Listed in Stock Exchange(s) (Y/N)	No
Category of Company	Company limited by shares
Subcategory of the Company	Non-government company
Class of Company	Private
ACTIVE compliance	ACTIVE Non-Compliant
Authorised Capital (Rs)	20,00,00,000
Paid up Capital (Rs)	7,00,00,000
Date of last AGM	28/12/2016
Date of Balance Sheet	31/03/2016
Company Status	Under CIRP

कम्पनी रजिस्ट्रार की मोहर
Seal of The Registrar of Companies
Maharashtra

Jurisdiction

ROC (name and office)	ROC Mumbai
RD (name and Region)	RD, Western Region

Interim Resolution Professional (IRP)

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Name of IRP/ RP/ Liquidator	PRASHANT JAIN
Address of IRP/ RP/ Liquidator	*****, Maharashtra, India, 400709

आज़ादी का अमृत महोत्सव

SFIO
Serious Fraud Investigation Office

IEPF

IICA
Indian Institute of Corporate Affairs

Competition Commission of India

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भारत सरकार–कॉर्पोरेट कार्य मंत्रालय

कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

(कम्पनी अधिनियम, 1956 की धारा 17क(4))

उसी राज्य में, रजिस्ट्रीकृत कार्यालय को स्थानान्तरित करने की पुष्टि से संबंधित प्रादेशिक निदेशक के आदेश के पंजीकरण के संबंध में प्रमाण–पत्र।

कॉर्पोरेट पहचान संख्या : U60230MH2008PTC216143

मैसर्स SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

ने विशेष विनिश्चय द्वारा अपने ज्ञापन संगम के प्रावधानों में, रजिस्ट्रीकृत कार्यालय के संबंध में परिवर्तन, आर.ओ.सी – पूणे, पूणे की अधिकारिता से आर.ओ.सी – मुंबई, मुंबई की अधिकारिता में , कर लिया है और इस परिवर्तन की पुष्टि, प्रादेशिक निदेशक के एक आदेश द्वारा एस.आर.एन A90846171 दिनांक 24/03/2011 के माध्यम से और प्रारुप 18 जो इस कार्यालय में, दिनांक 26/03/2011 को जमा किया गया है, कर दी गई है ।

मैं एतदद्वारा सत्यापित करता हूँ कि उक्त आदेश की एक सत्यापित प्रतिलिपि को आज पंजीकृत कर लिया गया है ।

मेरे हस्ताक्षर द्वारा मुंबई में, यह प्रमाण–पत्र, आज दिनांक तेरह अप्रेल दो हजार ग्यारह को जारी किया जाता है।

शासकीय प्राधिकारी को उपलब्ध करवाई केवल शासकीय प्रयोग के
[illegible] TO THE GOVERNMENT AUTHORITY STRICTLY FOR [illegible]

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Maharashtra, Mumbai

(SECTION 17A(4) OF THE COMPANIES ACT ,1956)

CERTIFICATE OF REGISTRATION OF THE ORDER OF REGIONAL DIRECTOR CONFIRMING TRANSFER OF THE REGISTERED OFFICE WITHIN THE SAME STATE

Corporate Identity Number: U60230MH2008PTC216143

M/s SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED having by Special Resolution altered the provisions of its Memorandum of Association with respect to the place of the registered Office by changing it from the jurisdiction of RoC-Pune, Pune to the jurisdiction of RoC-Mumbai, Mumbai and such alteration having been confirmed by an Order of the Regional Director vide SRN A90846171 dated 24/03/2011 and Form 18 filed in this office on 26/03/2011:

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Mumbai this Thirteenth day of AprilTwo Thousand Eleven.

(HENRY RICHARD)

कम्पनी रजिस्ट्रार / Registrar of Companies

महाराष्ट्र, मुंबई

Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri (East), Mumbai - 400059,

Maharashtra, INDIA

कम्पनी रजिस्ट्रार की मोहर Seal of The Registrar of Companies

शासकीय प्राधिकारी को उपलब्ध कराई केवल शासकीय प्रयोग हेतु
ISSUED TO THE GOVERNMENT AUTHORITY STRICTLY FOR OFFICIAL USE

MEMORANDUM OF ASSOCIATION

AND

ARTICLES OF ASSOCIATION

OF

SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

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THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

MEMORANDUM OF ASSOCIATION made at Mumbai this 26 th day of March, 2008 by and between.

1. Mr. Kamalkumar Nagarmal Agarwal residing at 703, Sankalp Building, Mistri Complex, J.B. Nagar, Andheri (East), Mumbai-400 059, (hereinafter referred to as the party of the **FIRST PART** which expression unless it be repugnant to the context shall mean and include his heirs, executors and assigns).

2. Mr. Vimalkumar Jagdishkumar Agarwal residing at Dabriwala Bhawan, Near SBI, Malegaon, Nasik-423203, (hereinafter referred to as the party of the **SECOND PART** which expression unless it be repugnant to the context shall mean and include his heirs, executors and assigns).

3. Mr. Jagdishkumar Nagarmal Agarwal residing at Dabriwala Bhawan, Near SBI, Malegaon, Nasik-423203, (hereinafter referred to as the party of the **THIRD PART** which expression unless it be repugnant to the context shall mean and include his heirs, executors and assigns).

4. Mr. Anandkumar Nagarmal Agarwal residing at Dabriwala Bhawan, Near SBI, Malegaon, Nasik-423203, (hereinafter referred to as the party of the **FOURTH PART** which expression unless it be repugnant to the context shall mean and include his heirs, executors and assigns).

5. Mr. Satishkumar Kishanlal Agarwal residing at Dabriwala Bhawan, Near SBI, Malegaon, Nasik-423203, (hereinafter referred to as the party of the **FIFTH PART** which expression unless it be repugnant to the context shall mean and include his heirs, executors and assigns).

6. Mr. Arunkumar Kishanlal Agarwal residing at Dabriwala Bhawan, Near SBI, Malegaon, Nasik-423203, (hereinafter referred to as the party of the **SIXTH PART** which expression unless it be repugnant to the context shall mean and include his heirs, executors and assigns).

7. Mr. Girishkumar Jagdishkumar Agarwal residing at Dabriwala Bhawan, Near SBI, Malegaon, Nasik-423203, (hereinafter referred to as the party of the **SEVENTH PART** which expression unless it be repugnant to the context shall mean and include his heirs, executors and assigns).

WHEREAS the parties hereto are carrying on the business in partnership under the name and style of **"SUPREME TRANSPORT ORGANISATION"** (hereinafter referred as " The Firm ") on the terms and conditions contained in the Partnership Deed dated 01-04-1983 and dated 01-04-1986 and dated 31-03-2003 and dated 01-04-2003 and dated 30-09-2006.

ISSUED TO THE GOVERNMENT AUTHORITY STRICTLY FOR OFFICIAL USE

AND WHEREAS the said Firm owns assets and liabilities relating to the business as fleet owners and transport contractors from its Registered Office at Wavikar Lane, Malegaon, Nasik, Maharashtra-423203 with permanent capital of Rs. 2,00,00,000/- (Rupees Two Crore Only) contributed by the parties in the proportion indicated herein and the said Partnership having been duly registered under the provisions of the Indian Partnership Act,1932 with the Registrar of Firms, Maharashtra at Mumbai.

AND WHEREAS all the parties hereto and on the basis for dividing profits or accounts of the Partnership Firm which shall be finalized within period of six months from the date of the registration of the Company have mutually adjusted their rights and accounts in the said partnership so as to form a joint stock company having an Authorised, Subscribed and Paid-Up Equity Share Capital of Rs. 2,00,00,000/- (Rupees Two Crore Only) divided into 20,00,000 (Twenty Lac) Equity Share of Rs. 10/- (Rupees Ten) each.

AND WHEREAS the Parties hereto have mutually settled their shareholding of the subscribed capital amongst themselves as the member of the said Joint Stock Company in the following manner:

Sr. No.	Name of the Partner	Permanent Capital (Rs.)	No. of Shares
1	Mr. Kamalkumar Nagarmal Agarwal	6000000/-	600000
2	Mr. Vimalkumar Jagdiskumar Agarwal	2400000/-	240000
3	Mr. Jagdiskumar Nagarmal Agarwal	2400000/-	240000
4	Mr. Anandkumar Nagarmal Agarwal	2400000/-	240000
5	Mr. Satishkumar Nagarmal Agarwal	2400000/-	240000
6	Mr. Arunkumar Kishanlal Agarwal	2400000/-	240000
7	Mr. Girishkumar Jagdishkumar Agarwal	2000000/-	200000

AND WHEREAS the said Joint Stock Company has been registered on the principles of having for its members the holder of the aforesaid shares and accordingly the members of the joint stock company are only the persons mentioned hereinabove and the shareholders hereto have for the better and efficient management and improvement of the said business agreed that the said joint stock company be governed by the following objects and rules and regulations and shall continue to carry on and carry inter alia the business hitherto fore carried on in the said partnership firm in the name and style of **M/S SUPREME TRANSPORT ORGANISATION** and for the purpose shall be entitled to the said firm and its business as a going concern together with all its assets and liabilities including inter alia all licences, permits, authorizations, registrations, pending contracts and all other rights, benefits and advantages as also outgoings, whether provided for and / or contingent and whether tangible or intangible and whatsoever and howsoever.

शासकीय प्राधिकारी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
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AND WHEREAS the parties hereto have expressed their desire vide an unanimous resolution passed amongst themselves dated 16th December, 2006 to register the partnership firm as a Private Limited Company within the meaning of Section 566 of the Companies Act, 1956 as a Company limited by shares under the provisions of Part IX of the Companies Act, 1956.

NOW THIS MEMORANDUM WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO THAT THEIR RIGHTS AND OBLIGATIONS BE GOVERNED BY THE REGULATIONS THAT IS TO SAY.

In the present unless there be something in the subject or context inconsistent therewith, the expression "Company" means the Joint Stock Company and the partnership herein referred to and after registration of the Company, the Company so incorporated.

I. The name of the Company is SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED.

II. The Registered Office of the Company will be situated in the State of Maharashtra i.e. within the jurisdiction of the Registrar of Companies, Maharashtra at Mumbai.

III. The Main Object for which the company is established are:

A. THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1) To continue to carry on the running business of M/s Supreme Transport Organisation vested in the Company upon its conversion under Part IX of the Companies Act, 1956 with all its assets having passed to and vested in the Company and liabilities including inter alia all licences, permits, authorizations, registrations, pending contracts and all other rights benefits and advantages as also outgoings, whether provided for and / or contingent and whether tangible or intangible and whatsoever and howsoever as a going concern.

2) To carry on and operate the business of motor transport of all kinds including leasing and hiring for any number of journeys, lorries, trucks, cars, plying trucks and motor lorries for the carriage of all types of goods, to construct equip, maintain and work motor trucks and lorries and other vehicles appropriate for carriage of goods, business of omnibus proprietors and carriers of passengers, construct garages and store houses and other buildings for the housing or repairs of trucks, lorries and omnibus and for the storage of fuel and other oils required for the working of said vehicles, the warehousing of goods carried and the accommodation of the persons intending to be the passengers, carrying business of carriage of goods on commission basis, business of general carriers and forwarding agents , warehousemen, bonded warehousemen and carriers.

शासकीय प्राधिकरी को उपलब्ध करवाई केवल शासकीय प्रयोग के
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B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:

3) In connection with the business of the Company to undertake and carry on all or any trades and business of warehousing, refrigerated storage of chemicals, packers, to packers and to pack into drums all such products and generally to carry on the said business either as principals or agents or otherwise.

4) To do the business of commission agents, indenting agents, selling agents, buying agents or brokers for any person or organization for any territory in India or outside India and generally to work as manufacturers representatives.

5) To enter into negotiation, collaboration, technical or otherwise with any person, firm company, body corporate, institutions or Government for obtaining by grant, license or on other terms and to obtain technical information, know-how and expert advice.

6) To acquire from time to time and deal or trade in all such stock-in-trade, chattels, patents, trademark, brevets, invention, licenses, concession and effect as may be necessary or convenient for business for the time being, carried on by the Company.

7) To undertake contracts for system study, system analysis, system design and software development, maintenance for various companies business hours institutions and Government agencies both abroad and locally in both multimedia and database.

8) To borrow money from banks, institution and other agencies for the object of the company at such terms as may be decided by the board of directors from time to time.

9) To open account or accounts either current or overdraft with any banker, bank and to draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, hundies, bills of exchange, bill of landing warrants, debentures, and other negotiable instruments in the course of the Company's business.

10) To apply for purchase or otherwise acquire any patents, licences, concessions and the like, conferring any exclusive or not exclusive or limited right to use, exercise, develop or grant or licences in or any secret or other information as to any invention for the purpose of the Company, and to use, exercise, develop or grant or licences in respect of or otherwise turn to account the property, rights or information so acquired.

11) To appoint agents to promote the business of the Company.

12) To open branch offices throughout India and abroad.

शासकीय प्राधिकारी को उपलब्ध कराई केवल शासकीय प्रयोग हेतु
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13) To pay for any property acquired by the Company and remunerate any persons, firm or body corporate rendering services to the company either by cash payment or by allotment to him or them of share or securities of the company paid in full or in part or otherwise.

14) To let on lease or on hire-purchase system or to lend or otherwise dispose of any property belonging to the company.

15) To sell, mortgage, let on lease, royalty or tribute, grant, licences, easements, options and other rights over and in any other manner deal with or dispose of the undertaking, property, assets, rights and effect of the Company or and party thereof for such amount as may be thought fit and in particular for stock, shares, whether fully or partly paid up securities of any other company having objects in whole or in part similar to those of Company.

16) To acquire and undertake the business, property and liabilities of any person or company carrying on or proposing to carry on any business which this company is authorised to carry on.

17) Subject to the provisions of the Companies Act, 1956, to amalgamate or to enter into partnership or into any agreement for share profits, union of interest, co-operation, joint venture of reciprocal concession or for limiting competition with any person or persons or company or companies carry on or engage in any business transaction on or engaging in which this Company is authorised to carry or engage in or which can be carried on in conjunction therewith.

18) To engage in business or transaction in connection with any other person, corporation, company or to hold shares, stocks, or bonds in any such company or corporation, the business which this company is authorised to carry on.

19) To procure the recognition of the company in or under the laws of any place outside India.

20) To undertake and execute any trust, the undertaking of which may seem to the company desirable and either gratuitously or otherwise and vest any real or personal property, rights or interest acquired by or belonging to the company in any person or company or companies on behalf of or for the benefit of the company and with or without any declared trust in favour of the company for the purpose of the business of the company.

21) Subject to provisions of the Companies Act, 1956, to accept gifts and to give gifts and donations, to create trusts for the welfare of employees, member, director and / or their dependents, heirs and children and for any deserving object and for other persons also and to act as trustees.

शासकीय प्राधिकारी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
ISSUED TO THE GOVERNMENT AUTHORITY STRICTLY FOR OFFICIAL USE

22) To subscribe or guarantee money for national, charitable, religious, educational, benevolent or other institutions, societies, clubs, funds, association, public general or useful objects or for an exhibition but not intended to serve any political causes or purpose.

23) To communicate with the chambers of commerce and other mercantile and public bodies throughout the world and promote measures for protection of trade, industry and persons engaged therein.

24) To subscribe for, become a member of association and cooperate with any other association, whether incorporated, or not, whose objects are altogether or in part similar to those of the company, and to procure from and communicate to any such association, such information as may be likely to further the objects of the Company.

25) To pay for any property, right or privileges acquired by the company or for services rendered or to be rendered in connection with the promotion, formation of the business of the company or for services rendered or to be rendered by any person, firm or body corporate in placing or assisting to place or guaranteeing the placing of, any of the shares of the company or any debentures, or other securities of company or otherwise wholly or partly in cash or in shares, bonds, debentures, or other securities of the company and to issue such shares either as fully paid up or with amount credited as paid up there in as may be agreed upon to charge any such bonds, debentures or other securities upon all or any part of the property of the company.

शासकीय प्राधिकारी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
ISSUED TO THE GOVERNMENT AUTHORITY STRICTLY FOR OFFICIAL USE

26) To appoint agents, commission agents, and to engage lawyers and solicitors and to grant term or any of them necessary power of attorney.

27) To pay out of the funds of the company, all costs, charges and expenses preliminary and incidental to the promotion, formation establishment and registration of the company.

28) To adopt such means of making known services, business, interest of the company as it may deem expedient and in particular by advertising in the press, radio, television and cinema, by circulars, by purchases, construction and exhibitions of work or at general interest by publication of books and periodicals, and by granting prizes, rewards and donations subjects to Section 293-A of Companies Act, 1956.

29) In the event of winding up, to distribute all or any of the company's assets to the members in specie or kinds or any proceeds or sales or disposal of any property of the company, subject to the provisions of the Companies Act, 1956.

30) ★To undertake, carryout, promote and sponsor development including any programme for the social and economic welfare or the uplift of the public in any rural area and to incur any expenditure on any programme of rural development and to assist execution and promotion thereof

either directly or through an independent agency or in any other manner without prejudice to the generality of the promoting of rural development shall also including any programme for promoting the social and economic welfare of or the uplift of the public in any rural areas which the Directors considers it likely to promote assist rural development and that word rural area shall include such area as may be regarded as rural areas under provisions of the Income Tax Act, 1961 or any other law relating to rural development for the time being in force or as may be regarded by the Director as rural areas.

31) To achieve greater growth of the national economy through increased productivity, effective utilization materials and manpower resources, export promotion and continued application of modern techniques so as to discharge its social and moral responsibilities to the share-holders, employees, customers, local community and the society, and which the Directors consider likely to promote national welfare or social, economic or moral uplift of the public or any section of the public and in such manner and by such means as the Directors may to undertake, carry out, promote and sponsor or assist any activity think fit and the Directors may without prejudice to the generality of the foregoing undertake, carry out, promote and sponsor any activity for publication of any books, literature, newspaper or for organising lectures or seminars likely to advance these objects or for giving merit awards, or giving scholarships or other person or researches and for establishing, conducting or assisting any institution, fund, trust having any one of the aforesaid objects as one of its objects by giving donations or otherwise in any other manner and two Directors may at their discretion in order to implement any of the above mention objects or purpose transfer without consideration or at such value as the Directors may think fit and divert the ownership of any property of the company to or in favour of public or local body or authority or Central or State Government or any public institutions or trust or funds or organisations or persons as the Directors may approve.

32) To act as principals, agents, contractors, trustees, or otherwise by or through trustees, attorneys, agents or otherwise and either alone or in conjunction with others and to establish officers, agencies or branches for carrying on any of the aforesaid objects in India or abroad.

C. OTHER OBJECTS:

शासकीय प्राधिकरी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
ISSUED TO THE GOVERNMENT AUTHORITY STRICTLY FOR OFFICIAL USE

33) To manufacture all kinds of electrical conductors and insulated wires for power generator, transmission and distributions, to manufacture, deal, trade, export and import machine and plants, equipments and accessories for manufacture of electrical conductors and transformers, insulted wires and electrical equipment and to do all kinds of business, all varieties of electrical conductors, cables, insulated wires and other equipment conductors, in India or abroad the business of mechanical engineers, iron masters and manufacturers, processors, fabricators, drawers, rollers and

शासकीय प्राधिकरी को उपलब्ध करवाई केवल शासकीय प्रयोग

reroller of steel and not-ferrous metals, shaftings, bars, flats, squares from scrap billets and ingots.

34) To manufacture, produce, buy, sell, import, export, stock, deal in machine tools, grinding machines, automatic lathes drilling machines, planning machines, plaogrinders, machineries of every description, precision tools, cutting and small tools, electric motors, electrical equipments, cables, wires, swithchgears, flame and drip proof motors, electric fans, regulators, of all types, electrical, kilowatt hour meters magnets, industrial jewels, meters, voltmeters, and other types of measuring instruments, electrical, non-electrical, die castings, circuit breakers hoists, elevators, gears, trolleys, and coaches, winches, aircompressors, welders, refrigerators, domestic washing machines, televisions and radio receivers and transmitters, microwave components, radar equipments, valves, resistors, electronic instruments, conductors, materials transistors and allied items, swing machines, watches and clocks, taperecorders, household appliances and component parts thereof.

35) To carry on the business of real estate and act as builders and developers.

36) To grow, cultivate, produce, buy, sell, manufacture, treat, blend, render, marketable and transport whether in bulk or in pocketed or concentrated forms tea, coffee, coco or any other beverages, all varieties of food and products, plantation crops, orchard crops, cereals, vegetables, spices, essential oils, aromatic substances, rubber, forestry products and other produce of soil whether of spontaneous growth or not.

37) To produce, manufacture, refine, prepare, process, import, export, purchase sell and generally deal in cement, portland, white / coloured cement, alumina, cement pipes, fittings, sheets, asbestos cement pipes and their fittings, asbestos cement sheets, any other types of reinforces pipes fittings, sheets, boards, tanks, reinforced structural parts, blocks, tanks, bricks, stones, granite slabs, stone, slabs of all type cement titles, ceramic tiles, tiles of any other variety made out of any natural or synthetic material or wood or metal or any material and all other types of building materials used in construction.

38) To manufacture, process, import, export and deal in natural and synthetic resins, plastics, rubber colluding powders, adhesives, paints, chemicals, nylon, polythene, poly protena, poly rethene, laminating materials, colours, varnishes, enamels and sprit in all its branches.

39) To manufacture, produce, refine, prepare, purchase, store, sell and to trade and deal petroleum all kinds of mineral oils and all products and bye-products thereof, including wax, paraffin, soap, paint, lubricants, illuminant and butter substitute, oil cloth, candles, glycerin, starring and in connection therewith to acquire, construct, repair, operate and use oil and other refineries, mills, factories, oil well, derrick, distilleries, ghanies, rotaries, expellers, mechanical or hydraulic press.

कंपनी रजिस्ट्रार की मुहर
Seal of The Registrar of Companies
महाराष्ट्र / Maharashtra

शासकीय प्राधिकारी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
ISSUED TO THE GOVERNMENT AUTHORITY STRICTLY FOR OFFICIAL USE

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शासकीय प्राधिकरी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
ISSUED TO THE GOVERNMENT AUTHORITY SUPPLY FOR OFFICIAL USE

40) To deal in purchase, sell, import, export or supply and to act as export house, principals, dealers, agent, sub-agents, manufactures, representatives, for leather and leather goods, gloves, wallets, bags, zippers, oil components, fibers, fibrous goods, garments, metalware, electronic items, spare parts, appliances, machinery equipments, jewellary, handicrafts, ivory, antiques.

41) To manufacture, produce, buy, sell, import, export and deal in boots, shoes, sandals, chappels, footwear, all kinds of travelling requisites, wallets, bags, made of leather, rubber, canvas, plastic or other synthetic or natural products, water proof cloth, or compound, hides, skins, rexine, synthetic cloth and component parts, accessories and fitting, and in any of the above products.

42) To manufacture, grow, distill, process, dehydrate, freeze, dry and tin packing bottle packaging of any description of any fruit, vegetable any natural or processed food products, including flour, maida, suji, baking materials, beer, wines, molasses, vanaspati ghee, vegetable oils, consumer food products, sweets and all other estables and by-products and to carry on the business of manufacturers and dealers in and operators of vessels, siphons, gas filters, bottlers, apparatus, appliances and receptacles of all kinds, for manufacturing, improving, treating, preserving, aerating mineralising, bottling and discharging any liquid whatsoever.

43) To carry on the business as manufacturers of, dealers in hirers, repairers, cleaners, runners, characters, stores and warehouses of earth moving and agricultural machines, equipments, motor cycles, cars, motors, scooters, cycles, tractors, trucks, three wheelers, bicycles, ships and carriage lifts forklifts and handling equipment, launches, boats, vans, aeroplanes, helicopters, hydroplanes, hovercrafts and other conveyance of all descriptions.

44) To cultivate, plant, bring, buy, sell, spare, convert, process, treat or manipulate in any manner of all kinds of tobacco, jute, hamp, tea, lac, coffee, teak-wood rubber, vanaspati oil, sugar cane, sugar beets, dal oilseeds, vegetable products, foodgrains, plants and all other products of the soil.

45) To search, win, get, quarry, reduct, smelt, calcine, refine, dress, amalgamate, manipulate and prepare for market ferrous and non-ferrous metal, ore, quartz, metal and mineral substance of all kinds including oil and to carry on any other prospecting, mining and metallurgical operations and to work mines or quarries and to search frame, getwork, process, clacing, raise couch, smelt, manufacture, make merchantable, sell or otherwise deal in iron, coal, coal-tar, stone, cement, lime, lime stone, chalk, clay, bauxite, soapstone, ores, metals, mineral oils, precious and other stones, deposits, products and all other kinds of bye-products thereof and carry on the business of mining of all its branches.

46) To manufacture, cultivate, mix, grow, process, refine, hydrogenerate, extract, treat, mill, grind, crush, husk, dehusk, store, can fill, pack purchase, sell, import, act as agents and otherwise deal in wheat flour, ata, sooji, bran, bakery products, biscuits, baking materials, baby food, barley, gram, maize, corn, starch, glucose, paddy, rice, pulses, cereals, poultry foods, animal feeds and its ingredients, oilseeds, oil oilcakes, vanaspati, detergent soaps, lubricants, glycerine and all other like commodities and bye-products thereof.

47) To carry on the business of hotel restaurant, cafe beer house, restaurant room, boarding, and lodging house keepers, manufacturers of aerated mineral and artificial waters and other drinks, caterers for public amusements.

48) To carry on business of manufacturing, producing processing, treating, making taking on hire or otherwise acquiring, blending, formulating, packaging selling, retiring, importing, exporting, buying, fabricating, assembling, servicing, repairing, maintaining of all types and grades, kinds, sizes and descriptions of photographic films, papers, chemicals, reagents, substances, equipments, instruments, accessories, machineries, raw materials and things, tools, apparatus, products, suppliers for audio-visual communication films and products, image and documents, production and copying and information for gathering recording, handling, storing, retrieval products to carry on business by making or providing applications for such equipments, apparatus, accessories, products, machineries, supplies, and by providing service and processes relating to photography, audio-visual communication, linage and document production and copying and information, gathering recording, handling, storing and retrieval.

49) To manufacture, prepare import, export, buy, sell and otherwise deal in all kinds of glass, glassware, mirrors, looking glass, scientific glass sheet and plate glass, bangles, flas, bottles and all kinds of articles prepared of glass patent silvers, glass embosser, ecclesiastical lead worker, glass tables, show card and show case manufacturers.

50) To carry on the business as refrigerating engineers, cold storage depots and to engage in cold storage trade and to do the business of sanitary engineers and dealers of all varieties of sanitary-ware and exploiting solar or other energy in commercial use.

51) To carry on business as manufacturers, products, dealers, traders, importers, exporters, distributors, or agents of GLS lamps, electric bulbs, lamps or tubes required or used for lighting or for industrial, domestic electronic, transport vehicles of commercial purpose and glass shells, fittings, tubes, filaments, tungsten & molybenum wires, caps and other materials, machineries of bulbs, lamps or tubes.

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शासकीय प्राधिकरी को उपलब्ध करवाई कर
ISSUED TO THE GOVERNMENT AUTHORITY SERVICE

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शासकीय प्राधिकारी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
ISSUED TO THE GOVERNMENT AUTHORITY STRICTLY FOR OFFICIAL USE

52) To acquire or set up and run hospitals, clinics, nursing homes, maternity and family planning units or pathological laboratories.

53) To carry on the business of manufacturers, importers, exporters, dealers, converters, agents, distributors in all kinds of classes of paper, board, corrugated board, corrugating medium and pulp including writing paper, printing, absorbent paper, newsprint paper, wrapping paper, tissue paper, cover paper, blotting paper, filter paper, antique paper, coated paper, art paper, bank and bond paper, badami prawn or butter paper, bible paper, catridge paper, cloth lines paper, azurelaid and wove paper, cream laid paper and wove paper, grease proof paper, gummed paper, handmade paper, drawing paper, Kraft paper, post cards, visiting cards, soda pulp sulphate pulp, semi chemicals pulp land all such item or class of items related with paper and allied products.

54) To carry on business as exporters, importers, manufacture, producers, processors, printers, combers, spinners, weavers, dyers, finishers, dealers, merchants, agents in the various kinds and forms of yarn and fabrics of silk, cotton, wool, flax, jute, hemp, mohair, linen, nylon, terelyne and natural synthetics and other allied textiles of any description and kind and to carry on the business as drapers and dealers of furnishing fabrics, and also in connected materials like starch, sizing materials and dye stuff.

55) To produce, manufacture, refine, prepare, import, export, purchase, sell, treat and generally to deal in all kind of ceramics, sanitaryware, ceramic ware, porous or coarse earthwase stoneware, china, terra-cotta, porcelain products, fire bricks, fire clay, insulation bricks, tiles, pottery, pipes, insulators, refractories of all description and or bye-products thereof and building materials in general, and in connection therewith, either solely or in partnership with others, to take on lease or acquire, erect, construct, establish, operate and maintain ceramics, pottery industries, factories, quarries, mines, collieries, workshops and other works.

56) To carry on the business of buyers, sellers, suppliers, traders, merchants, importers, exporters, indenters, brokers, agents, assemblers, packers, stockists, distributors, and dealers of and in all kind of agricultural produces, food articles, forest's products, beverages, edible and not-edible oils and fats, soap silicates, perfume, chemicals and detergents of all kinds, commercial, natural and manmade fibers, textiles of all kinds, all types of yarn, jute and jute products.

57) To design, erect, fabricate, process, hire out, buy, sell, prepare, process, manufacture, assemble, fabricate, cast fit press, machine, treat, weld, harden, temper, mold electrical and industrial appliances, fans, motors, equipment, plants machineries, moulds, accessories, components, spare parts, tools and implements.

शासकीय प्राधिकारी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
ISSUED TO THE GOVERNMENT AUTHORITY STRICTLY FOR OFFICIAL USE

58) To manufacture, produce, export, import, buy, sell and deal in vanaspati oil, foodgrains seeds and their articles, produce and merchandise of all kinds and description either ready or for forward delivery.

59) To carry on business as general, commercial, color, craft and process printer, printers, lithographers, engravers, diemakers, publishers of newspapers, books, magazines, art and musical productions, plan and chart printers, press and advertising agents, contractors, ink, dye, colour and chemicals manufacturers of metal and dealers of containers and components and machinery manufacturers and dealers in printing machinery, and all printers, suppliers, binders and stationers in all kinds of supplies and equipments for mercantile and other uses.

60) To act as consultants and to provide management financial, technical, engineering, industrial, administrative, advisory, commercial, accountancy, quality control, legal, taxation, electronic data processing, computer and other consultancy services. To undertake and execute design engineering and technical work for projects, to prepare and implement project and feasibility report and to take up contracts and jobs on turnkey basis or otherwise. To act as brokers, negotiations, with bank, financial institution and others for arranging loans and underwriting of shares and debenture and to undertake and carry out promotion and formation of companies, firms, associations, trust and run and manage them for others and on own account and to assist in selection in recruitment and hiring of personnel.

61) To manufacture, import assemble develop, invest and otherwise deal in Audio / Video systems, electronic typewriters, computers, software, floppy diskettes, printers, ribbon papers, magnetic tapes cassettes and other allied materials, computer publication systems, computer peripherals, accessories and their components.

62) To arrange for importing education and / or training to the trainees in workshops, factories, mills or other organisations in any part of India in such lines and / or branch or branches and / or industry or industries and / or where trainees may have full scope for the purpose of extending their technical and managerial skill and gaining practical knowledge in particular in branches or industries on such terms and conditions as the Association may deem fit and proper and to lend or make available the services of such technicians and experts who will be trained by the Association and / or others to such factories, establishment, mill workshop, who are or will be in need of services in discretion of the Association may think fit and proper.

63) To carry on business as tourist agents and contractors and to facilitate travelling and to provide for tourists and travellers or promote the provisions of conveniences of all kinds in the way through tickets, circular tickets, slipping cars, or berths, reserved places, hotel and boarding and / or lodging accommodation and guides, safe deposits, inquiry bureau, libraries, resting room, baggage transport and otherwise

शासकीय प्राधिकारी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु

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शासकीय प्राधिकरण को उपलब्ध करवाई जाकर शासकीय प्रयोग हेतु
ISSUED TO THE GOVERNMENT AUTHORITY STRICTLY FOR OFFICIAL USE

and to charter steamships and aeroplanes for fixed periods or for particular voyages and flights and to organise religious, educational sightseeing and business tours and for the purpose of charterships, trains aeroplanes, minibuses motor buses, motor lorries, motor cars, wagons cars and carriages of every description, to book and reserve accommodation room in hotels, restaurants, and boarding and or lodging houses and to take or hire houses.

64) To carry on in India or abroad the business to manufacture, produce, process, treat, alter, convert, shape, improve, manipulate, press, hammer, cut, slit, trim, design, edge, grind, mill, machine, and to act as agent, broker, importer, exporter, buyer, seller, trader, foundry man, consultant, engineer, metallurgist, stockiest, distributor, jobworker, vendor, or specifications, capacities and varieties of forging items of iron, steels and their alloys used in automobiles, railways, waterworks, defence, power plants, oilwells, mines, agriculture, public utilities, constructions, transmissions and for other commercial, domestic and industrial purposes and to do all such incidental acts and things for the accomplishment of above objects.

65) To establish, encourage, own, promote, subsidize provide, maintain, organize, undertake, manage, build, construct, equip, modernize, develop, operate, conduct and to run in any part of India or else-where mobile libraries, reading rooms, book banks and other similar places for reading books, magazines, video cassettes, audio cassettes, micro films, photographs, encyclopedias, news, cuttings and other publications on members, organisations, institutions, or to public at large and to do all such other acts and things which are necessary for these objects.

66) To carry on the business of money changers, foreign exchange dealers and other business as permitted by Reserve Bank of India and other authorities under Foreign Exchange Regulation Act, 1973 or any other such regulation as may be variant on or regulating foreign exchange.

67) To carry on the business of the Merchant Banking and / subject to approval of Securities and Exchange Board of India (Merchant Banking) Rules and Regulation 1992 and such other approvals as may be required from other law in this regard, but not carry on all or any part of Banking Business as contemplated by the Reserve Bank of India Act / Banking Regulation Act, 1949.

68) To acquire membership of any stock exchange and to act as underwriters, investors, brokers, holders of and dealers in share, stocks, debenture, debenture-stocks, bonds, obligations and securities guaranteed by any government, public body or authority, whether in India or elsewhere and to deal with and in turn account to the same, provided always that the company shall not carry on the business of Banking as defined under Banking Regulation Act, 1949.

69) To carry on the business as shareborkers, issue brokers, registrars, underwriters and transfer agent and stock exchange research consultants, and to carry on the business of consultancy services in respect of investment, financing, leasing, hire purchase of immovable and movable property and goods and to offer guidance to investing public on various type of securities.

70) To carry on the business of manufacturers, processors, imports, exports and dealers in Aluminum and doors, windows, revers, automatic door closers and other products of Aluminum.

71) To carry on business of commercial business centre, to provide cabins, tables space, services of messenger, typing, fax, offset, telephone and all other services required to carry on business, to buy properties and to develop in business centre.

72) To engage in coastal and international shipping in India or any part of the world. To purchase, charter, hire, buiid or otherwise acquire, steam and other ships or vessels and to employ the same in conveyance of passengers, mails and merchandise of all kinds and to carry on the business of ship-owners, barge-owners, in all its branches.

73) To carry on business of Investment Company and to invest in and deal with moneys of the company and acquire, sell transfer, subscribe, hold, dispose of and otherwise deal in share, stocks, and debenture stocks, bonds, land, building, properties, obligations and securities issued or guaranteed by any company constituted or carrying on business in India or elsewhere and debenture, debenture stocks, bonds, obligation and securities issued or guaranteed by any Government, State, domination, sovereign – ruler, commissioner, public body or authority, municipal, local or otherwise, whether in India or elsewhere or deposits with banks or in any other Investment or commodities or in any of the manner as may from time to time be determined.

74) To carry on and under undertake the business on hire purchase, leasing and to finance lease operations of all kinds and to assist in financing all and every kind and description of hire purchase or deferred payment or similar transactions and to subsidies, finance or assist in subsidising or financing the sale and every kind and articles or commodities of all and every kind and description upon any terms whatsoever to deal with and in turn account to the same, provided always that the Company shall not carry on the business of Banking as defined under Banking Regulation Act, 1949.

75) To carry on in India or elsewhere the business of financing, money, lending bill discounting, factoring, corporate lending and to advance money with or without securities, to provide finance to industrial enterprises on short term, medium term and long term basis, to provide finance on the securities of share, stocks, bonds, debentures or other similar instruments provide clean loan, to provide loans against FDR

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held with the Company; to participate in consortium finance with other institution or body corporates but the Company shall not do Banking business as defined in Banking Regulation Act, 1949; to provide guarantees and counter guaranties, to provide bridge loans, to provide forex advisory services and loan syndication services; and to act as consultant, advisor, manager, representative, retainer, or in other capacity for the purpose of accomplishment of these object.

76) To carry on the business of hotel restaurant, café, beer house, restaurant room, boarding, holiday resorts, picnic centers, lodging house keepers manufactures of aerated mineral and artificial waters and other drinks, caterers for public amusement.

77) To open branches for imparting education in various Computer Software Applications and Hardware maintenance and to engage as Internet Service Providers."

IV. The Liability of the Members is limited.

V. **(a)** The Authorised Share Capital of the Company is Rs. 2,00,00,000/- (Rupees Two Crore Only) divided into 20,00,000 (Twenty Lakh) Equity Shares of Rs. 10/- (Rs. Ten Only) each.

(b) The Minimum Paid Up Share Capital of the Company shall be Rs. 1,00,000/- (Rupees One Lac Only).

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We, the several persons, whose names and addresses are hereunder subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company opposite to our respective names.

SR. NO.	NAME, ADDRESSES, DESCRIPTIONS AND OCCUPATION OF SUBSCRIBERS	NUMBER OF EQUITY SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS	NAME, ADDRESSES, DESCRIPTIONS AND OCCUPATIONS OF WITNESSE
1.	KAMAL KUMAR AGARWAL S/O. NAGARMAL AGARWAL 703. SANKALP, MISTRY COMPLEX J.B. NAGAR, ANDHERI (East) MUMBAI - 400059 OCCUPATION - BUSINESS	600000 (Six Lakh)	[signature]	Nikhil Jain 3/22, NIMAB HAVAN NEW CHINCHBUNDER RD, MUM. 400009 OCCUPATION - TAX CONSULTANT SON OF AMBALAL JAIN [signature] Witness To Subscriber 1 & 2
2.	VIMAL KUMAR AGRAWAL S/O JAGDISH KUMAR AGRAWAL DABRIWALA BHAWAN NEAR SBI, MALEGAON NASIK, MAHARASHTRA - 423203 OCCUPATION - BUSINESS	240000 (Two Lakh forty Thousand)	[signature]	

Place : Mumbai
Date : 26-3-2008

शासकीय प्राधिकारी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
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Seal of The Registrar of Companies
महाराष्ट्र / Maharashtra

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SR. NO.	NAME, ADDRESSES, DESCRIPTIONS AND OCCUPATION OF SUBSCRIBERS	NUMBER OF EQUITY SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS	NAME, ADDRESSES, DESCRIPTIONS AND OCCUPATIONS OF WITNESSE
3	Jagdish Kumar Agarwal S/o Nagarmal Agarwal DABRIWALA BHAWAN Near - S.B.I. Malegaon 423203 Nasik Occupation - Business	2,40,000 (Two Lakh fourty thousand)	JKAgarwal	NITHIL Jain 3/22, NIMA BHAVAN NEW CHINCH BUNDER RD, MUM. 400009 OCCUPATION: TAX CONSULTANT SON OF AMBALAL JAIN Witness to Subscriber 3 & 4
4	ANAND KUMAR AGARWAL S/o NAGARMAL AGARWAL DABRI WALA BHAWAN NEAR - S.B.I. MALEGAON - 423203 NASIK OCCUPATION. BUSINESS	2,40,000 (Two lakh fourty thousand)	AAgarwal	

Place: Mumbai
Date: 26-3-2008

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SR. NO.	NAME, ADDRESSES, DESCRIPTIONS AND OCCUPATION OF SUBSCRIBERS	NUMBER OF EQUITY SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS	NAME, ADDRESSES, DESCRIPTIONS AND OCCUPATIONS OF WITNESSE
5	SATISH KUMAR AGRAWAL S/O KISHANLAL AGRWAL DABRIWALA BHAWAN MALEGAON-423203 NASIK OCCUPATION- BUSINESS	240000/- 2,40,000 Two Lakh		NIKHIL JAIN 3/12, NIMA BHAVAN, NEW CHINCH RD, M: 400009 OCCUPA : TAX CONSULTANT SON OF AMBALAL JAIN Witness to Subscriber 526
6	GIRISHKUMAR AGRAWAL S/o JAGDISHKUMAR AGRAWAL DABRIWALA BHAWAN, NEAR SBI, MALEGAON, NASIK, MAHARASHTRA-423203 OCCUPATION- BUSINESS	2,00,000 (Two Lakh)		

Place: Mumbai
Date: 28.3.2008

शासकीय प्राधिकारी को उपलब्ध कराई केवल शासकीय प्रयोग हेतु
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SR. NO.	NAME, ADDRESSES, DESCRIPTIONS AND OCCUPATION OF SUBSCRIBERS	NUMBER OF EQUITY SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS	NAME, ADDRESSES, DESCRIPTIONS AND OCCUPATIONS OF WITNESSE
7	Arun Kumar Agrawal S/o Kishanlal Agrawal 23/11 Velilar street Puraswalkam Chennai - 84 (TN)	240000 (Two lakh fourty thousand)	(Arun Agrawal)	NIKHIL JAIN 3/22, NIMA BHAVAN, NEW CHINCH BUNDER RD, OCCUPATION: TAX CONSULTANT SON OF AMBALAL JAIN Witness to Subscriber 7
	TOTAL	2000000 (Twenty lakh)		

शासकीय प्राधिकरी को उपलब्ध कार्यवाई केवल शासकीय प्रयोग हेतु
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सत्यमेव जयते
महाराष्ट्र / Maharashtra

Place: Mumbai
Date: 26-3-2008

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THE COMPANIES ACT, 1956
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

I. PRELIMINARY

1. The regulations contained in Table A in Schedule 1 of the Companies Act, 1956, shall not apply so far as hereinafter expressed.

2. In these Articles :

Unless the context otherwise requires :

i) "The Company" or "this Company" means SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED.

ii) The words or expressions contained in these Articles shall bear the same meaning as in the Act.

iii) "The Act" means the Companies Act, 1956, or any statutory modification thereof and "Section" shall mean a Section of the said Act.

iv) "The Seal" means the Common Seal of the Company.

v) "Office" means the Registered Office of the Company, as may be decided by the Directors from time to time.

vi) Words importing singular shall include plural and vice versa, Words importing the masculine gender shall include females and Words importing persons shall include body corporate.

vii) "Month" and "Year" mean a calendar month and a calendar year respectively.

viii) Expression referring to "Writing" shall be construed as including references to printing, lithography, photograph and other modes of representing or reproducing words in visible form.

ix) "The Register" means the register of members to be kept pursuant to the Act.

x) Articles means the Articles of Association of the Company as amended from time to time.

For Dena Bank
Authorised Signatory
INDIA STAMP DUTY MAHARASHTRA
MAR 17 2008
10:37
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Seal of The Registrar of Companies
महाराष्ट्र / Maharashtra
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xi) The Company will be governed by the provisions of the Companies Act, 1956, in respect of the matters upon which, the Articles and Schedule 1 of the Companies Act, 1956 are silent.

3. The Company is Private Company with the meaning of Section (1)(iii) of the Companies Act, 1956 and accordingly;

(a) The right to transfer the shares shall be restricted in manner and to the extent hereinafter stated.

(b) The number of members of the company shall be limited to fifty not including the persons who are in the employment of the company and the persons who having been formerly in the employment of the Company were members of the Company while in the employment and have continued to be the members of the Company after such employment ceased.

Provided that where tow or more persons hold one or more shares in the company jointly they shall for the purposes of the Articles be treated as a single member.

(c) No invitation shall be issued to the public to subscribe for any shares in or debentures of the Company.

(d) The Company shall not accept or invite any deposit the people other than Directors, members or their relatives.

II. CAPITAL

4. The Authorised Share Capital of the Company shall be such amount as may be authorised from time to time. Further the minimum paid up share capital of the Company shall be Rs. 1,00,000/-

The Board of Directors shall have right to charge such premium upon initial subscription of shares as may be decided by them at their Meeting.

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5. The Company shall have the power to increase or reduce the capital, for the time being, of the Company and to divide the shares in the capital into several classes with rights privileges or conditions as may be determined. The Company may issue preference shares which shall, or at the option of the Company shall, be liable to be redeemed.

III. SHARES

6. The shares shall be under the control of the Board who, subject to provisions of the Act, may classify, allot or otherwise dispose off the same to such persons, on such terms and conditions and either at a premium or at par or at a discount and at such time or times as the Board thinks fit and with full power to call for the allotment of any share either at par or at a premium or at a discount and at such time and at such consideration as the Directors may think fit, provided that no option or right to call of shares shall be given to any person except with the sanction of the Company in general meeting.

IV. PAYMENT OF COMMISSION AND BROKERAGE

7. (1) The Company may exercise the powers of paying commissions conferred by Section 76, provided that the rate percent or the amount of the Commission paid or agreed to be paid shall be disclosed in the manner required by that section.

(2) The rate of the commission shall not exceed the rate of five percent of the price at which the shares, in respect whereof the same is paid, are issued and in case of debentures two and half percent of the price at which debentures are issued.

(3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or debentures or partly in one way and partly in the other.

(4) The Company may also pay such brokerage as may be lawful on any issue of shares or debentures.

V. TRUSTEES NOT RECOGNISED

8. Except as required by law, no person shall be recognised by the Company as holding any shares upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in

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any fractional part of a share, except only by these regulations or by law otherwise provided, any right other than an absolute right.

VI. MODIFICATION OF RIGHTS

9. (1) If any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provisions of Sections 106 and 107 and whether or not the Company is being wound up, be varied with the consent in writing of the holders of the three-fourths of the issued shares of the class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(2) To every such separate meeting, the provisions of these Articles relating to general meetings, shall mutatis mutandis apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one third of the issued shares of the class in question.

10. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

VII. SHARE CERTIFICATES

11. The certificates of title to the shares shall be issued under the seal of the Company in the manner prescribed in that behalf under the rules framed under the Act.

12. Every member shall be entitled to one certificate for the shares registered in his name or if the Board so approves, upon paying such fees as the Board may from time to time determine, to several certificates, for one or more of such shares.

13. The Certificate of shares registered in the name of two or more persons may be delivered to any one of several joint holders named in the register and this shall form a sufficient delivery to all such holders. The Company shall not be bound to register more than three persons as the joint holders of any share.

14. If any certificate is worn out or defaced, then upon production thereof to the Board it may order the same to be cancelled and may issue a new certificate in

lieu thereof and if any certificate be lost or destroyed then upon proof to the satisfaction of the Board and on such indemnity as the Board deems adequate being given, a new certificate in lieu thereof will be given to the party entitled to such lost or destroyed certificate. The Company shall also be paid all out of pocket expenses incurred in investigating evidence of loss.

VIII. CALLS

15. Subject to the provisions of the Act, the Board may from time to time make such calls on uniform basis as it thinks fit, upon the members in respect of all moneys unpaid on the shares (Whether on account of the nominal value of the shares or by way of premium) held by them and not by conditions of allotments thereof made payable at fixed time and each such member shall pay the amount of every call so made on him to the person and at the time and place appointed by the Board. A call may be made payable by installments.

16. The joint holders of shares shall severally as well as jointly be liable for payment of all installments and calls due in respect of such shares.

17. (1) A call shall be deemed to have been made at the date when the resolution of the Board authorising such call was passed unless the same is expressly made effective on any other date under such resolution.

(2) Not less than 14 day's notice of any call shall be given specifying the place and time of payment and to whom such call shall be paid provided that Board may subject to Section 91 of the Act, by notice in writing to a member, revoke the call or extend the time for payment thereof.

18. If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by installments at fixed times, whether on account of the nominal amount of the share or by way of premium, every such amount of installment shall be payable as if it were a call duly made by Board and of which due notice had been given and provisions herein contained in respect of calls for future or otherwise shall relate to such amount or installment accordingly.

19. If the sum payable in respect of any call or installment be not paid on or before the day appointed for payment thereof the holder for the time being of the share in respect of which the call shall have been made or the installment shall

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TO THE GOVERNMENT AUTHORITY

be due shall pay interest for the same at the rate of 15 per cent per annum (or at such other rate as the Board may determine) from the day appointed for the payment thereof to the time of actual payment but the Board shall be at liberty to waive payment of the interest wholly or in part.

20. The Board may receive from any member, willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for and upon the money so paid in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not exceeding 15 per cent per annum or as the member paying such sum in advance and the Directors agree upon. Money so paid in excess of the amount of calls shall not rank for dividends or participate in the profits of the company. Money so paid in excess of the amount of calls until appropriated towards satisfaction of any calls shall be treated as advance by the Company and not a part of capital and be re-payable at any time if the Directors so decide.

IX. FORFEITURE

21. If any member fails to pay the whole or any part of any call, or installment or any money due in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same, the Directors may at any time thereafter during such time as the call or installment or other money remains unpaid, serve a notice on such member or on the persons (if any) entitled to the share by transmission, requiring him to pay the same together with any interest that may have occurred and also the expenses that may have been incurred by the Company by reason of such non-payment.

22. The notice shall name a day (not being less than 14 days from the date of notice) and a place at which such call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed the share in respect of which such call was made or installments is payable will be liable to be forfeited.

23. If the requirement of any such notice as aforesaid are not complied with any shares in respect of which such notice has been given may at any time thereafter, before payments of calls or installments, interests and expenses due

in respect thereof, be forfeited by a resolution of the Board to that effect and the forfeiture shall be recorded in the Directors' minute book. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

24. When any shares shall have been so forfeited the notice of such forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture and entry of the forfeiture with date thereof shall forthwith be made in the register of the members.

25. Any share so forfeited shall be deemed to be the property of the Company and the Directors may sell, re-allot or otherwise dispose off the same in such manner as they think fit. The Board may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed off, annul the forfeiture thereof upon such terms and conditions as it thinks fit.

26. Any member whose shares have been forfeited shall cease to be a member of the Company in respect of the forfeited shares, but shall notwithstanding the forfeiture remain liable to pay to the Company all calls installments, interests and expenses owing upon or in respect of shares at the date of the forfeiture, together with interest thereon from the time of forfeiture until payment at the rate of 15 per cent per annum and the Directors may enforce the payment thereof, if they think fit.

27. The forfeiture of a share shall mean the extinction of all interest in and also of all claims and demands against the Company in respect of the shares, and all other rights incidental to the shares, except only such of those rights as by the Articles are expressly saved.

28. A duly certified declaration in writing that the declarant is a Director of the Company and that certain shares in the company have duly been forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share and such declaration and the receipt of the company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares and the person to whom the shares are sold shall be registered as holder thereof and shall not be bound to see the application of the purchase money, nor shall his title to such shares be affected by any irregularity or invalidity in the proceeding in reference to such forfeiture, sale or disposition.

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X. LIEN ON SHARES

29. The Company shall have a first and paramount lien upon all the shares (other than fully paid up shares) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof and all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares and no equitable interest in any shares shall be created except upon the footing and condition that Article 7 hereof will have full effect. Unless otherwise a greed the registration of a transfer shall operate as a waiver of the Company's lien if any on such shares. The Directors may at any time declare any shares wholly or in part to be exempt from the provisions of this clause.

30. No member shall exercise any voting right in respect of any shares registered in his name on which any calls or other sums, presently payable by him, have not been paid or in regard to which the Company has exercised any right of lien.

31. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien

Provided that no sale shall be made ;

a) Unless a sum, in respect of which the lien exists, is partly payable

or

b) Until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the shares or the person entitled thereto by reason of his death or insolvency.

32. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities or engagements of such member, his executors, administrators or representatives on the shares before the sale and after that, the remaining proceeds shall be paid to the person entitled to the shares at the sale.

33. Upon any sale after forfeiture or for enforcing lien in purported exercise of the powers herein before given the Directors may cause the purchaser's name to be entered in the register of members in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceeding, nor to

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the application of the purchase money and after his name has been entered in the register in respect of such shares invalidity of the sale shall not be impeached by any persons, and the remedy of any person aggrieved by the sale shall be in damages only.

XI. TRANSFER

34. Save as provided in Section 108 of the Act, no transfer of shares in or debentures of the company shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company together with the certificate or if no certificate is in existence, the Letter of Allotment of the shares. The instrument of transfer of any shares in or debentures of the Company shall specify, the name, father's husband's name, address, occupation, of the transferee. The transferor shall be deemed to remain the holder of such shares until the name of the transferee is entered in the Register of members. Each signature to such transfer shall be duly attested by the signature of one witness who shall add his address.

35. Application for the registration of the transfer of a share may be made either by the transferor or the transferee. Where such application is made by the transferor and relates to a partly paid share, no registration shall be effected unless the Company gives notice of the application to the transferee in the manner prescribed by Section 110 of the Act. Subject to the provisions of Articles hereof, if the transferee makes no objection within two weeks from the date of receipt of the notice the Company shall enter in the register of member the name of the transferee in the same manner and subject to the same conditions as if the application for registration was made by the transferee.

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36. Before registering any transfer tendered for registration the Company may if it thinks fit, give notice by letter posted in the ordinary course to the registered holder, that such transfer-deed has been lodged and that unless objection is made the transfer will be registered and if such registered holder fails to lodge an objection in writing at the office of the Company within ten days from the posting of such notice to him he shall be deemed to have admitted the validity of the said transfer. Where no notice is received by the registered holder the Company shall be deemed to have decided not to give notice and in any event the non-receipt by the registered holder of any notice shall not entitle him to

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make any claim of any kind against the Company or the Board in respect of such non-receipt.

37. Neither the Company nor it's Board shall incur any liability for registering or effecting a transfer of shares apparently made by competent parties, although the same may, by reason of any fraud or other cause not known to the Company or it's Board, be legally inoperative or insufficient to pass the property in the shares or debentures proposed or professed to be transferred and although the transfer may as between the transferor and transferee be set aside and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner. In every such case the person registered as transferee, his executors, administrators or assigns alone shall be entitled to be recognised as the holder of such shares or debenture and the previous holder of such share or debentures shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.

38. Transfer shall not be made to a minor or a person of unsound mind through his legal guardian.

39. Every instrument of transfer shall be left at the office for registration, accompanied by the certificate of the shares or if no such certificate is in existence, by the Letter of Allotment of the shares to be transferred and such other evidence as the Board may require to prove the title of the transferor or his right to transfer the shares. The transferee shall (subject to the right of the Board to decline to register hereinafter mentioned) be registered as a member in respect of such shares. The Board may waive the production of any certificate upon evidence satisfactory to it of loss or destruction.

40. All instruments of transfer which are registered shall be retained by the Company but any instrument of transfer which the Board may decline to register shall be returned to the person depositing the same.

Provided that registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except a lien on the shares.

41. The Board may decline to recognise any instruments of transfer if;

(a) The instrument of transfer is not accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor;

(b) The instrument of transfer is in respect of more than one class of Shares; or

(c) It is for transfer of any share on which the Company has a lien

42. The registration of transfers may be suspended after giving due notice, at such time and for such period as the Board may from time to time determine.

Provided that such registration shall not be suspended for more than forty-five days in any year and not exceeding thirty days at any one time.

43. Share in the Company shall be transferred in the form for the time being prescribed under the rules framed under the Act.

XII. NOMINATION OF SHARES.

44. Every holder of shares in, or holder of debentures of, a company may, at any time nominate, in the prescribed manner, a person to whom his shares in, or debentures of the company shall vest in the event of his death.

45. Where the shares in, or debentures of, a company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares or debentures of the company shall vest in the event of death of all the joint holders.

46. Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such shares in, or debentures of, the company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in, or debentures of, the company, the nominee shall, on the death of the shareholder or holder of debentures of, the company or, as the case may be, on the death of the joint holders become entitled to all the rights in the shares or debentures of the company or, as the case may be, all the joint holders, in relation to such shares in, or debentures of the company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner.

47. Where the nominee is a minor, it shall be lawful for the holder of the shares, or holder of debentures, to make the nomination to appoint, in the prescribed

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manner, any person to become entitled to shares in, or debentures of, the company, in the event of his death, during the minority.

XIII. TRANSMISSION

48. The executors or administrators or the holder of a succession certificate or a duly appointed nominee in respect of shares of a deceased member (not being one of several joint-holders) shall be the only persons whom the Company shall recognise as having any title to the shares registered in the name of such member and, in case of the death of any one or more of the joint-holder of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person. Before recognising any executor or administrator or legal heir the Board may require him to obtain a grant of probate or letter of administration or succession certificate or other legal representation as the case may be, from a competent Court.

Provided also that the holder of a succession certificate shall not be entitled to receive any dividends already declared but not paid to the deceased member unless the succession certificate declares that holder thereof is entitled to receive such dividends.

49. Any person becoming entitled to a share in consequence of the death, lunacy or insolvency of a member may, upon producing such evidence of his title as the Board thinks sufficient, be registered as a member in respect of such share; or may, subject to the regulations as to transfer hereinbefore contained, transfer such shares.

50. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and the other advantage to which he would be entitled if he were the registered holder of the share, except that he shall not before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

Provided that the Board may, at any time, give notice requiring any such person to elect, either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold

payment of all dividends, bonuses or other moneys payable in respect of the share, until the requirements of the notice have been complied with.

51. If the person so becoming entitled to shares under preceding Articles shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to transfer the shares to some other person he shall execute an instrument of transfer in accordance with the provisions of these Articles relating to the transfer of shares. All the limitations, restrictions and provisions of these Articles relating to the right of transfer and the registration of transfer of shares shall be applicable to any such notice or transfer as aforesaid.

52. The Articles providing for transfer and transmission of shares, shall mutatis mutandis apply to the transfer and transmission of debentures of the Company.

XIV. ALTERATION IN CAPITAL

53. The Company in General Meeting may;

(a) Increase its authorised share capital by such amount as it thinks expedient by creating new shares.

(b) Consolidate and divided all or any of its share capital into shares of larger amount than its existing shares.

(c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its capital by the amount of the shares so cancelled.

(d) Subdivide its shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association subject to the provisions of Section 94(1) (d) of the Act.

(e) Reduce its capital in any manner authorised by Section 100 of the Act.

The powers conferred by this Article may be exercised by an ordinary resolution, except in the case of reductionof capital when the exercise of the power in that behalf shall be by a special resolution. The Company shall give due notice to the Registrar of any alteration in capital.

XV. STOCKS

54. The Company in General Meeting may convert any paid shares into stock and re-convert any stock into paid up shares of any denominations.

55. When any share has been converted into stock, the holders of such stock may, henceforth, transfer their respective interest therein or any part of such

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interests in the same manner and subject to the same regulations, as would have applied to the transfer of the shares from which the stock arose or as near thereto as circumstances would admit. The Board may, from time to time fix the minimum amount of stock transferable, and restrict or forbid the transfer of factions of that minimum but the minimum shall not exceed the nominal amount of the shares from which the stock arose.

56. The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters, as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividend and profits of the company) shall be conferred by any such part of stock as would not, if existing in shares, have conferred that privilege or advantage.

57. Such of the Articles of the Company (other than those relating to share warrants), as are applicable to paid up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder" respectively.

XVI. SHARE WARRANTS

58. The Company may issue share warrants subject to and in accordance with the provisions of Section 114 and 115 and accordingly the Board may in its discretion, with respect to any share which is fully paid up, on application in writing signed by the person registered as holder of the share and authenticated by such evidence (if any) as to the title of the share, and the payment of amount of the stamp duty on the warrant and such fee as the Board may from time to time require, issue share warrant.

59. (1) The bearer of a share warrant may at any time deposit the warrant at the office of the Company and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company and of attending and voting and exercising the other privileges of a member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the register of the members as the holder of the share included in the deposited warrant.

(2) Not more than one person shall be recognised as depositor of the share warrant.

(3) The Company shall, on two days written notice, return the deposited share warrant to the depositor.

60. (1) Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant, sign a requisition for calling a meeting of the Company or attend or vote or exercise any other privilege of a member at a meeting of the Company, or be entitled to receive any notice from the Company.

(2) The bearer of a share warrant shall be entitled in all other respect to the same privileges and advantages as if he were named in the register of members as the holder of the shares included in the warrant, and he shall be a member of the Company.

61. The Board may, from time to time, make rules as to the terms on which (if it shall think fit) a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction, of the original warrant.

XVII BUY - BACK OF SHARES.

62. Notwithstanding anything contained in these Articles or in the Memorandum of Association, but subject to the provisions of sections 77A, 77AA and 77B of the Act and the Regulations made by Securities and Exchange Board of India or any other Competent Authority, in this respect, for the time being and from time to time in force, the company may purchase it's own shares or other specified securities (hereinafter referred to as " buy-back") out of -

i) its free reserves, or

ii) the securities premium account, or

iii) the proceeds of any shares or other specified securities,

provided that no buy back of any kind of shares or other specified securities shall be made out of the proceeds of an earlier issue of the same kind of shares or same kind of other specified securities.

XVIII. GENERAL MEETINGS

63. All general meetings other than annual general meetings shall be called extra-ordinary general meetings.

64. (1) The Board may, whenever it thinks fit, call an extra-ordinary general meeting.

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(2) If at any time, there are, not within India, Directors, capable of acting who are sufficient in number to form a quorum, any Director of the Company may call an extra-ordinary general meeting in the same manner or as nearly as possible, as that in which such a meeting may be called by the Board.

XIX. PROCEEDINGS AT GENERAL MEETINGS

65. (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to transact business.

(2) Save as herein otherwise provided two members present in person shall be a quorum.

66. The Chairman, if any, of the Board shall preside as Chairman at every general meeting of the Company.

67. If there is no such chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman of the meeting, the Directors present shall elect one of their members to be the chairman of the meeting.

68. If at any meeting no director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their numbers to be the chairman of the meeting.

69. (1) The chairman may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(4) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

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70. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting, at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.

71. Any business other than that upon which a poll has been demanded, may be proceeded with, pending the taking of the poll.

XX. VOTES OF MEMBERS

73. Subject to any rights or restrictions for the time being attached to any class or classes of shares;

(a) On show of hands, every member present in person shall have one vote; and

(b) On a poll, the voting rights of members shall be as laid down in Section 87.

Provided that the holders of Preference Shares shall have a right to vote only on resolutions which directly affect the rights attached to the Preference Shares. The Preference Shareholders shall also be entitled to vote on every resolution placed before the Company at any General Meeting until, and then only, for so long as, their dividends are more than 2 years in arrears preceding the date thereof .

74. In the case of joint-holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the joint-holders.

For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

73. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may on a poll vote by proxy.

75. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

76. (1) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes.

(2) Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

77. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll and incase of default the instrument of proxy shall not be treated as valid.

78. An instrument appointing a proxy shall be in either of the forms given in Schedule IX to the Act or in a form as near thereto as circumstances admit.

79. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given; Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

XXI. DIRECTORS

80. The persons hereinafter named shall be the first Directors of the Company.
(1) MR. KAMALKUMAR NAGARMAL AGARWAL
(2) MR. VIMALKUMAR JAGDISHKUMAR AGARWAL

81. Unless otherwise determined by the Company in General Meeting, number of Directors shall not be less than two and not more than twelve, inclusive of nominee directors.

82. A Director shall not be required to hold any qualification shares.

83. (1.) Subject to the provisions of the Act, a Managing Director or Director, who is in the whole-time employment of the company, may be paid remuneration either by way of monthly payment or at a specified percentage of the net profits of the company or partly by one way and p'ly by the other.

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(2). Subject to the provisions of the Act, a Director, who is neither in the whole-time employment nor a Managing Director may be paid remuneration either - a) by way of monthly, quarterly or annual payments with approval of central government, or

b) by way of commission if the company by a special resolution authorises such payment.

(3.) The fee payable to a Director for attending a meeting of the Board or Committee thereof shall be such amount as the Directors may fix but not exceeding the sum prescribed therefor, from time to time, by the Central Government pursuant to the proviso to section 310 of the Act.

84 The Board may allow and pay to any Director who is not a bonafide resident of the place where the meetings of the Board are ordinarily held and who shall come to such place for the purpose of attending a meeting, such sum as the Board may consider fair compensation for travelling, boarding, lodging and other expenses, in addition to his fee for attending such meeting as above specified; and if any Director be called upon to go or reside out of the ordinary place of his residence on the company's business, he shall be entitled to be repaid and reimbursed any travelling or other expenses incurred in connection with the business of the company.

85. The Board may pay all expenses incurred in registering a name in the Register of Members of the Company.

86. The Company may exercise the powers conferred on it by Sections 157 and 158 with regard to keeping of a foreign register; and the Board may (subject to the provisions of those sections) make and vary such regulations as it may think, respecting the keeping of any such register.

87. All cheques, promissory notes, drafts, hundies, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed drawn accepted, endorsed or otherwise executed as the case may be, by the Managing Director or by such person and in such manner as the Company in General meeting or the Board shall from time to time determine by resolution.

88. Every Director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

89. (1) The Board shall have power at any time, and from time to time, to appoint a person as an additional Director, provided the number of the Directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

(2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act.

90. (1) The Board of the Directors shall also have power to fill a casual vacancy in the Board. Any Director so appointed shall hold office only so long as the vacating Director would have hold the same if no vacancy had occurred.

(2) The Board may appoint any person to act as an alternate Director for a Director during the latter's absence for a period of not less than three months from the State in which meetings of the Boards are ordinarily held and such appointment shall have effect and such appointee, whilst he holds office as an alternate Director, shall be entitled to notice(s) of meeting(s) and to attend and vote thereat accordingly; but he shall "ipso fact" vacate office, if and when the absent Director returns to the State in which meetings of the Board are ordinarily held or the absent Director vacates office as a Director.

91. If it is provided by any agreement, deed or other document, secured or otherwise, in connection with any loan by the Company or in connection with taking of any shares by any person that any such person or persons shall have power to nominate one or more Directors on the Board of Directors of the Company then and in case of taking of such loan or shares or entering into such agreement the person or persons having such powers may exercise his power from time to time and appoint one or more Directors accordingly. Such Directors may be removed from office at any time by the person or persons in whom the power under which he was appointed is vested and another Director may be appointed in his place but while holding such office he shall not be liable to retire by rotation nor hold any qualification shares if there be any.

XXII. PROCEEDINGS OF THE BOARD

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92. (1) The Board of Directors may meet for the despatch of business, adjourn and otherwise regulate its meetings, as it thinks fit, subject to the provisions of Section 285 of the Companies Act, 1956.

(2) A Director may, and Manager or Secretary on the requisition of a Director shall, at any time, summon a meeting of the Board.

93. (1) Save as otherwise expressly provided in the Act, Questions arising at any meeting of the Board shall be decided by a majority of votes.

(2) In case of an equality of votes, the chairman of the meeting shall have a second or casting vote.

(3) Subject to the provisions of section 287 of the Act, the quorum for Board meetings shall be 2 (two) or 1/3rd of the total strength of directors whichever is higher.

94. The continuing Directors may act notwithstanding any vacancy in the Board but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that fixed for the quorum, or for summoning a general meeting of the Company, but for no other purpose.

95. (1) The board may elect a Chairman of its meetings and determine the period for which he is to hold office.

(2) If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the meetings, the Directors present may choose one of their members to be chairman of the meeting.

96. (1) The Board may subject to the provisions of the Act, delegate any of its powers to a committee consisting of such member or members of its body as it thinks fit.

(2) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

97. (1) A committee may elect a chairman of its meetings.

(2) If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the

meeting, the members present may choose one of the members to be chairman of the meeting.

98 (1) A committee may meet and adjourn as it thinks proper.

(2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present and in case of an equality of votes, the chairman shall have a second or costing vote.

99. All acts done by any meeting of a Board or of a committee thereof or by any person acting as a Director, shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director.

100. Save as otherwise expressly provided in the Act, a resolution in writing, signed by the members of the Board or of a committee thereof, in accordance with the provisions of Section 289 shall be as valid and effectual as if it had been passed at a meeting of the Board or committee, duly convened and held.

XXIII. POWERS OF DIRECTORS.

101. Subject to the provisions of the Act, the control of the Company shall be vested in the Board who shall be entitled to exercise all such powers, and to do all such acts and things as the Company is authorised to exercise and do; provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act or any other Statute or by the Memorandum of the Company or by these Articles or otherwise, to be exercised or done by the Company in General Meeting.

Provided further that in exercising any such power or doing any such Act or thing the Board shall be subject to the provisions in that behalf contained in the Act or any other Statute or in the Memorandum of the Company or in these Articles, or in any regulations not inconsistent therewith and duly made thereunder, including regulations made by the Company in General Meeting and no such regulation shall invalidate any prior Act of the Board which would have been valid if that regulation had not been made.

102. Subject to and in accordance with the provisions of the Act, the Board shall retain and employ such staff as may be necessary for carrying on the business of the Company. The salary or other remuneration of such staff shall be

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defrayed by the Company, and all or any of such staff shall be engaged exclusively for the Company or jointly with other concerns.

XXIV. BORROWING POWERS

103. (1) The Board may from time to time at its discretion, subject to the provisions of the Act, raise or borrow, either from the Directors or from elsewhere and secure the payment of any sum or sums of money for the purposes of the Company.

(2) The Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit, and in particular, by the issue of bonds, perpetual or redeemable debenture or debenture stock or any mortgage, charge or other security on the undertaking of the whole or any part of the property of the company (both present and future) including its uncalled capital for the time being.

104. If any uncalled capital of the Company is included in or charged by the mortgage or other security, the Board may by an instrument under the Company's seal authorise the person in whose favour such mortgage or security is executed or any other person in trust for him to collect money in respect of calls made by the Board on members in respect of such uncalled capital and the provisions hereinbefore contained in regard to call shall mutatis mutandis apply to calls made under such authority; and such authority may be made exercisable either conditionally or unconditionally, either presently or contingently and either to the exclusion of the Director's powers or otherwise and shall be assignable if expressed so to be.

105. Debentures, debenture-stock, bonds and other securities may be made assignable, free from any equities between the Company and the persons to whom the same may be issued.

106. Subject to the provisions of the Act any debenture, bonds, or other securities may be issued by the Company at a discount, premium or otherwise, with any special privilege as to redemption, surrender, drawings, allotment of shares, appointment of Directors or otherwise. Debentures and bonds with right to allotment of or conversion into shares shall not be issued except with the

sanction of the Company in General meeting and compliance of the provisions of the Act.

XXV. MANAGING DIRECTOR, MANAGER OR SECRETARY ETC.

107. Subject to the provisions of the companies Act, 1956 the directors may, at any time, appoint one or more Directors as Managing Director or whole time Director on such remuneration, terms and conditions as may be decided by them. A whole time Director or Managing Director shall not be liable to retire by rotation.

108. Subject to the provisions of the Act a Manager or Secretary may be appointed by the Board for such term, at such remuneration and upon such conditions as it may fit, and Manager or Secretary so appointed may be removed by the Board.

109. A Director may be appointed as Manager or Secretary, subject to the provisions of Section 314, 384, 383A and rules made thereunder and any other applicable provision of the Act.

110. A provision of the Act or these Articles requiring or authorising a thing to be done by a Director and the Manager or Secretary shall not be satisfied by its being done by a same person acting both as Director and as, or in place of the Manager or Secretary.

XXVI. THE SEAL

111. 1) The Board shall provide for the safe custody of the seal.

2) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least one Director & Secretary or such other person as the Board may appoint for the purpose; and the Director or Secretary or other person as aforesaid shall sign on every instrument to which the seal of the company is so affixed in his presence.

3) The Company may exercise the powers conferred by Section 50 with regard to having an official seal for the use abroad, and such powers shall be vested in the Board.

XXVII. DIVIDENDS AND RESERVES

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112. The Company in general meeting may declare dividends, but no dividends shall exceed the amount recommended by the Board.

113. The Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.

114. 1) The Board may, before recommending any dividend set aside, out of the profit of the Company, such amount as it thinks proper as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provisions for meeting contingencies or for equalising dividends, and pending such application, may at their discretion, either be employed in the business of the Company or be invested in such investments (other than shares in the Company) as the Board may, from time to time think fit, subject to the provisions of the Act.

2) The Board may also carry forward any profits which it may think prudent not to divide, without setting them aside as a reserve.

115. 1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends, shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid but if and so long as nothing is paid upon any of the shares in the company dividends may be declared and paid according to the nominal amounts of the shares.

Provided that the dividend payable on Preference Shares shall be on a preferential basis and shall be at such rate as may be prescribed or permitted under applicable rules and regulations prevailing at the relevent time.

2) No amount paid or credited as paid on shares in advance of calls, shall be treated for the purposes of this Article as paid on the share.

3) Unless otherwise decided by the Board all dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid, but any share issued on terms providing that it shall rank for dividend as from a particular date shall rank for dividend accordingly.

116. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares in the Company.

117. All dividend, unclaimed should be deposited according to the provisions of the Act.

118. (1) Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or in the case of the joint holders, to the registered address of that one of the joint holders, who is first named on the register of members or to such person and to such address as the holder or joint-holders may in writing direct.

(2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

119. Any one of two or more joint-holders of share may give effectual receipts for any dividend, bonuses or other moneys payable in respect of such share.

120. Notice of any dividend that may have been declared shall be given to the person entitled to share therein in the manner mentioned in the Act.

121. No dividend shall bear interest against the Company. No unclaimed or unpaid dividend shall be forfeited by the Board unless the claim thereto becomes barred by law and the Company shall comply with all the provisions of Section 205-A of the Act in respect of any unclaimed or unpaid dividend.

XXVIII. ACCOUNTS

122. (1) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open for the inspection of members not being Directors.

(2) No member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meeting.

XXIX. CAPITALISATION OF PROFITS

123. (1) The Company in general meeting may, upon the recommendation of the Board, resolve.

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(a) That it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit & loss account or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provisions contained in clause (3) either in or towards;

i) paying up any amounts for the time being unpaid on any shares held by such members respectively; or

ii) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportions aforesaid; or

iii) paying up partly in the way specified in sub-clause (i) partly in that specified in sub-clause (ii).

(3) A share premium account and a capital redemption reserve fund may, for the purpose of these articles, be applied only in the paying up of unissued shares to be issued to members of the Company as full paid bonus shares.

(4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

124. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall,

(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issue of fully paid shares; and

(b) generally do all acts and things required to give effect thereto

(2) The Board shall have full power;

(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, in the case of shares becoming distributable in fractions; and also,

(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalisation, or (as the case may require) the payment by the Company on their behalf, by the application of their respective proportions of the profits resolved to be capitalised, to the amounts or any part of the amounts remaining unpaid on their existing shares.

(3) Any agreement made under such authority shall be effective and binding on all such members.

XXX. WINDING UP

125. (1) If the company shall be wound up, the liquidator may with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company whether they shall consist of property of the same kind or not.

(2) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(3) The liquidator may with the like sanction, vest the whole or any part of such assets in trustee upon such trusts for the benefit of the contributories as the liquidator, with the like sanction shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

XXXI. MEMBERS

126. Every person who is a subscriber to the Memorandum and Articles and / or who intends to be or becomes a member of the Company shall, subject to the provisions of any law in force, be bound by the provisions of the Memorandum and Articles of the Company and any matter of dispute arising between the Company and any such person as regards mutual rights, obligations or otherwise shall be subject to the jurisdiction over the registered office of the Company in respect to the disputed matter.

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XXXII. INDEMNITY

127. Every officer or agent for the time being of the Company shall be indemnified out of the assets of the Company against liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 633 in which relief is granted to him by the court.

XXXIII. SECRECY

128. Subject to the provisions of these Articles and the Act, no member shall be entitled to inspect the Company's Books without permission of the Directors or to require discovery of or any information respecting any detail of the Company's trading or any matter which may relate to the conduct of the business of the Company and which in the opinion of the Directors, will not be expedient in the interest of the members of the Company to communicate to the public.

We, the several persons, whose names, addresses and occupations are stated hereunder are desirous of being formed into a Company in pursuance of these **Articles of Association.**

SR. NO.	NAMES, ADDRESSES, DESCRIPTION AND OCCUPATIONS OF SUBSCRIBERS.	SIGNATURE OF SUBSCRIBERS	NAME, ADDRESS, DESCRIPTION AND OCCUPATION OF THE WITNESS
1	KAMAL KUMAR AGARWAL S/O. NAGARMAL AGARWAL 703, SAMRAT P. MISTRY COMPLEX J.B. NAGAR, ANDHERI (EAST) MUMBAI - 400059 OCCUPATION: BUSINESS		NIRMAL JAIN 3/11, NIMA BHAVAN NEW CHINCHBUNDER RD, M: 400009 OCCUPATION: TAX CONSULTANT SON OF AMBALAL JAIN Witness to Subscribers No. 1 to 2
2	VIMAL KUMAR AGRAWAL S/O. JAGDISHKUMAR AGRAWAL DABRIWALA BHAWAN NEAR S.B.I., MALEGAON NASIK, MAHARASHTRA - 423203 OCCUPATION - BUSINESS		

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DATE : 26.3.2008

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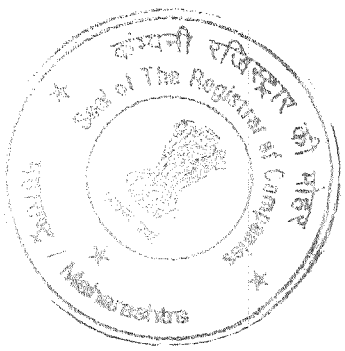
SR. NO.	NAMES, ADDRESSES, DESCRIPTION AND OCCUPATIONS OF SUBSCRIBERS.	SIGNATURE OF SUBSCRIBERS	NAME, ADDRESS, DESCRIPTION AND OCCUPATION OF THE WITNESS
3	JAGDISHKUMAR AGARWAL S/o NAGARMAL AGARWAL DABRIWALA BHAVAN NEAR - S.B.I - MALEGAON - 423203 NASIK OCCUPATION - BUSINESS.	JKAgarwal	NIKHIL JAIN 3/12, NIMA BHAVAN NEW CHINCH BUNDER RD MUM: 400009 OCCUPATION: TAX CONSULTANT SON OF AMBALAL JAIN Witness to Subscriber no. 3 to 4
4	ANAND KUMAR AGARWAL S/o NAGARMAL AGARWAL DABRIWALA BHAWAN NEAR - S.B.I MALEGAON - 423203 NASIK OCCUPATION - BUSINESS	Agarwal	

PLACE : Mumbai
DATE : 26.3.2008



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SR. NO.	NAMES, ADDRESSES, DESCRIPTION AND OCCUPATIONS OF SUBSCRIBERS.	SIGNATURE OF SUBSCRIBERS	NAME, ADDRESS, DESCRIPTION AND OCCUPATION OF THE WITNESS
5	SATISH KUMAR AGRAWAL S/O KISHANLAL AGRAWAL DABRI WALA BHAWAN MALEGAON 423203 NASIK OCCUPATION- BUSINESS	(Signature)	NIKHIL JAIN B/11, NIMA BHAVAN NEW CHINCH BUNDER Rd, MUM: 400009 OCCUPATION TAX CONSULTANT SON OF AMBALAL JAIN Jain witness to subscribers no 5 to 6
6	GIRISHKUMAR AGRAWAL S/o JAGDISHKUMAR AGRAWAL DABRIWALA BHAWAN, NEAR SBI, MALEGAON, NASIK, MAHARASHTRA - 423203 OCCUPATION- BUSINESS.	GirishAgrawal	

PLACE : Mumbai
DATE : 26-3-2008

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Seal of The Registrar of Companies
महाराष्ट्र / Maharashtra

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SR. NO.	NAMES, ADDRESSES, DESCRIPTION AND OCCUPATIONS OF SUBSCRIBERS.	SIGNATURE OF SUBSCRIBERS	NAME, ADDRESS, DESCRIPTION AND OCCUPATION OF THE WITNESS
7	Arunkumar Agrawal S/O Kishanlal Agrawal 23/11 Velilar street Puraswalkam Chennai - 84 (TN)	Arun Agrawal	NIKHIL JAIN 3/LL, NIMA BHAVAN NEW CHINCH BUNDER RD, M: 400 009 OCCUPATION TAX CONSULTANT SON OF AMBALAL JAIN [signature] witness to subscriber no.

PLACE : Mumbai
DATE : 26-3-2008

कंपनी रजिस्ट्रार की मोहर
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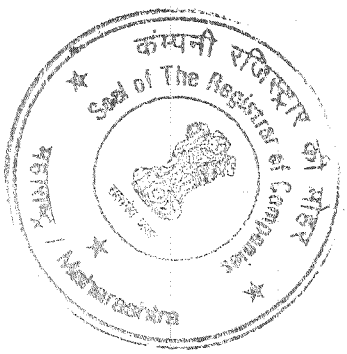
महाराष्ट्र / Maharashtra



FORM NO. MGT-7

[Pursuant to sub-Section(1) of section 92 of the Companies Act, 2013 and sub-rule (1) of rule 11of the Companies (Management and Administration) Rules, 2014]

सत्यमेव जयते

Annual Return

Form language ◉ English ○ Hindi

Refer the instruction kit for filing the form.

I. REGISTRATION AND OTHER DETAILS

(i) * Corporate Identification Number (CIN) of the company: U60230MH2008PTC216143 [Pre-fill]

Global Location Number (GLN) of the company:

Permanent Account Number (PAN) of the company: AAMCS0611A

(ii) (a) Name of the company: SUPREME TRANSPORT ORGAN

(b) Registered office address

5/B-34, Akshay Mittal Industrial Estate, M.V. Road
Andheri (East)
Mumbai
Maharashtra
400059

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(c) *e-mail ID of the company: kamaln@supremetransport.org

(d) *Telephone number with STD code: 932423117

(e) Website: http://www.stopl.in/

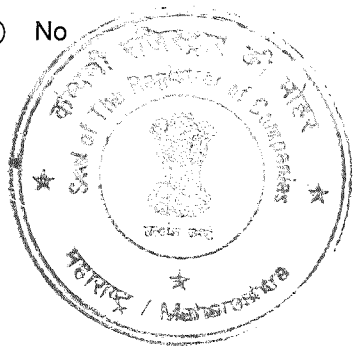
(iii) Date of Incorporation: 29/05/2008

(iv)

Type of the Company	Category of the Company	Sub-category of the Company
Private Company	Company limited by shares	Indian Non-Government company

(v) Whether company is having share capital ◉ Yes ○ No

(vi) *Whether shares listed on recognized Stock Exchange(s) ○ Yes ◉ No



(vii) *Financial year From date 01/04/2015 (DD/MM/YYYY) To date 31/03/2016 (DD/MM/YYYY)

(viii) *Whether Annual general meeting (AGM) held ◉ Yes ○ No

(a) If yes, date of AGM 28/12/2016

(b) Due date of AGM 30/09/2016

(c) Whether any extension for AGM granted ◉ Yes ○ No

(d) If yes, provide the Service Request Number (SRN) of the application form filed for extension G12745626 Pre-fill

(e) Extended due date of AGM after grant of extension 30/12/2016

II. PRINCIPAL BUSINESS ACTIVITIES OF THE COMPANY

*Number of business activities 2

S.No	Main Activity group code	Description of Main Activity group	Business Activity Code	Description of Business Activity	% of turnover of the company
1	H	Transport and storage	H1	Land Transport via Road	90.45
2	H	Transport and storage	H4	Air transport	9.55

III. PARTICULARS OF HOLDING, SUBSIDIARY AND ASSOCIATE COMPANIES (INCLUDING JOINT VENTURES)

*No. of Companies for which information is to be given 0 Pre-fill All

S.No	Name of the company	CIN / FCRN	Holding/ Subsidiary/Associate/ Joint Venture	% of shares held
1				

IV. SHARE CAPITAL, DEBENTURES AND OTHER SECURITIES OF THE COMPANY

(i) *SHARE CAPITAL

(a) Equity share capital

Particulars	Authorised capital	Issued capital	Subscribed capital	Paid up capital
Total number of equity shares	20,000,000	7,000,000	7,000,000	7,000,000
Total amount of equity shares (in Rupees)	200,000,000	70,000,000	70,000,000	70,000,000

Number of classes 1

Class of Shares	Authorised capital	Issued capital	Subscribed capital	Paid up capital
Number of equity shares	20,000,000	7,000,000	7,000,000	7,000,000
Nominal value per share (in rupees)	10	10	10	10
Total amount of equity shares (in rupees)	200,000,000	70,000,000	70,000,000	70,000,000

(b) Preference share capital

Particulars	Authorised capital	Issued capital	Subscribed capital	Paid-up capital
Total number of preference shares	0	0	0	0
Total amount of preference shares (in rupees)	0	0	0	0

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Number of classes 0

Class of shares	Authorised capital	Issued capital	Subscribed capital	Paid up capital
Number of preference shares				
Nominal value per share (in rupees)				
Total amount of preference shares (in rupees)				

(c) Unclassified share capital

Particulars	Authorised Capital
Total amount of unclassified shares	0

(d) Break-up of paid-up share capital

Class of shares	Number of shares	Total nominal amount	Total Paid-up amount	Total premium
Equity shares				
At the beginning of the year	7,000,000	70,000,000	70,000,000	
Increase during the year	0	0	0	0
i. Pubic Issues	0	0	0	0
ii. Rights issue	0	0	0	0
iii. Bonus issue	0	0	0	0
iv. Private Placement/ Preferential allotment	0	0	0	0
v. ESOPs	0	0	0	0

vi. Sweat equity shares allotted	0	0	0	0
vii. Conversion of Preference share	0	0	0	0
viii. Conversion of Debentures	0	0	0	0
ix. GDRs/ADRs	0	0	0	0
x. Others, specify				
Decrease during the year	0	0	0	0
i. Buy-back of shares	0	0	0	0
ii. Shares forfeited	0	0	0	0
iii. Reduction of share capital	0	0	0	0
iv. Others, specify				
At the end of the year	7,000,000	70,000,000	70,000,000	
Preference shares				
At the beginning of the year	0	0	0	
Increase during the year	0	0	0	0
i. Issues of shares	0	0	0	0
ii. Re-issue of forfeited shares	0	0	0	0
iii. Others, specify				
Decrease during the year	0	0	0	0
i. Redemption of shares	0	0	0	0
ii. Shares forfeited	0	0	0	0
iii. Reduction of share capital	0	0	0	0
iv. Others, specify				
At the end of the year	0	0	0	

(ii) Details of stock split/consolidation during the year (for each class of shares) 0

Class of shares		(i)	(ii)	(iii)
Before split / Consolidation	Number of shares			
	Face value per share			
After split / Consolidation	Number of shares			
	Face value per share			

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(iii) Details of shares/Debentures Transfers since closure date of last financial year (or in the case of the first return at any time since the incorporation of the company) *

☒ Nil

[Details being provided in a CD/Digital Media] ○ Yes ○ No ○ Not Applicable

Separate sheet attached for details of transfers ○ Yes ○ No

Note: In case list of transfer exceeds 10, option for submission as a separate sheet attachment or submission in a CD/Digital Media may be shown.

Date of the previous annual general meeting			
Date of registration of transfer (Date Month Year)			
Type of transfer		1 - Equity, 2- Preference Shares,3 – Debentures, 4 - Stock	
Number of Shares/ Debentures/ Units Transferred		Amount per Share/ Debenture/Unit (in Rs.)	
Ledger Folio of Transferor			
Transferor's Name			
	Surname	middle name	first name
Ledger Folio of Transferee			
Transferee's Name			
	Surname	middle name	first name

4/4/5

Date of registration of transfer (Date Month Year)			
Type of transfer		1 - Equity, 2- Preference Shares,3 - Debentures, 4 - Stock	
Number of Shares/ Debentures/ Units Transferred		Amount per Share/ Debenture/Unit (in Rs.)	
Ledger Folio of Transferor			
Transferor's Name			
	Surname	middle name	first name
Ledger Folio of Transferee			
Transferee's Name			
	Surname	middle name	first name

(iv) *Indebtedness including debentures (Outstanding as at the end of financial year)

Particulars	Number of units	Nominal value per unit	Total value
Non-convertible debentures	0	0	0
Partly convertible debentures	0	0	0
Fully convertible debentures	0	0	0
Secured Loans (including interest outstanding/accrued but not due for payment) excluding deposits			407,031,386
Unsecured Loans (including interest outstanding/accrued but not due for payment) excluding deposits			40,544,470
Deposit			0
Total			447,575,856

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Details of debentures

Class of debentures	Outstanding as at the beginning of the year	Increase during the year	Decrease during the year	Outstanding as at the end of the year
Non-convertible debentures	0	0	0	0
Partly convertible debentures	0	0	0	0
Fully convertible debentures	0	0	0	0

(v) Securities (other than shares and debentures)

0

Type of Securities	Number of Securities	Nominal Value of each Unit	Total Nominal Value	Paid up Value of each Unit	Total Paid up Value
Total					

V. *Turnover and net worth of the company (as defined in the Companies Act, 2013)

(i) Turnover	1,502,380,218
(ii) Net worth of the Company	144,887,281

VI. (a) *SHARE HOLDING PATTERN - Promoters

S. No.	Category	Equity	Preference

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		Number of shares	Percentage	Number of shares	Percentage
1.	Individual/Hindu Undivided Family				
	(i) Indian	7,000,000	100	0	
	(ii) Non-resident Indian (NRI)	0	0	0	
	(iii) Foreign national (other than NRI)	0	0	0	
2.	Government				
	(i) Central Government	0	0	0	
	(ii) State Government	0	0	0	
	(iii) Government companies	0	0	0	
3.	Insurance companies	0	0	0	
4.	Banks	0	0	0	
5.	Financial institutions	0	0	0	
6.	Foreign institutional investors	0	0	0	
7.	Mutual funds	0	0	0	
8.	Venture capital	0	0	0	
9.	Body corporate (not mentioned above)	0	0	0	
10.	Others	0	0	0	
	Total	7,000,000	100	0	0

Total number of shareholders (promoters) 7

(b) *SHARE HOLDING PATTERN - Public/Other than promoters

S. No.	Category	Equity		Preference	
		Number of shares	Percentage	Number of shares	Percentage
1.	Individual/Hindu Undivided Family				
	(i) Indian	0	0	0	
	(ii) Non-resident Indian (NRI)	0	0	0	
	(iii) Foreign national (other than NRI)	0	0	0	

2.	Government				
	(i) Central Government	0	0	0	
	(ii) State Government	0	0	0	
	(iii) Government companies	0	0	0	
3.	Insurance companies	0	0	0	
4.	Banks	0	0	0	
5.	Financial institutions	0	0	0	
6.	Foreign institutional investors	0	0	0	
7.	Mutual funds	0	0	0	
8.	Venture capital	0	0	0	
9.	Body corporate (not mentioned above)	0	0	0	
10.	Others	0	0	0	
	Total	0	0	0	0

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Total number of shareholders (other than promoters) 0

Total number of shareholders (Promoters+Public/ Other than promoters) 7

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VII. *NUMBER OF PROMOTERS, MEMBERS, DEBENTURE HOLDERS
(Details, Promoters, Members (other than promoters), Debenture holders)

Details	At the beginning of the year	At the end of the year
Promoters	7	7
Members (other than promoters)	0	0
Debenture holders	0	0

VIII. DETAILS OF DIRECTORS AND KEY MANAGERIAL PERSONNEL

(A) *Composition of Board of Directors

Category	Number of directors at the beginning of the year		Number of directors at the end of the year		Percentage of shares held by directors as at the end of year	
	Executive	Non-executive	Executive	Non-executive	Executive	Non-executive

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A. Promoter	9	0	9	0	100	0
B. Non-Promoter	0	0	0	0	0	0
(i) Non-Independent	0	0	0	0	0	0
(ii) Independent	0	0	0	0	0	0
C. Nominee Directors representing	0	0	0	0	0	0
(i) Banks & FIs	0	0	0	0	0	0
(ii) Investing institutions	0	0	0	0	0	0
(iii) Government	0	0	0	0	0	0
(iv) Small share holders	0	0	0	0	0	0
(v) Others	0	0	0	0	0	0
Total	9	0	9	0	100	0

Number of Directors and Key managerial personnel (who is not director) as on the financial year end date 9

(B) (i) *Details of directors and Key managerial personnel as on the closure of financial year

Name	DIN/PAN	Designation	Number of equity share(s) held	Date of cessation (after closure of financial year : If any)
KAMAL KUMAR NAGAI	01252090	Director	1,960,000	
VIMAL KUMAR JAGDIS	01252126	Director	840,000	
GIRISH JAGDISH KUM	02298292	Director	840,000	
AMMEET K AGARWAL	05293676	Director	0	
AKKASH K AGARWAL	06499594	Director	0	
ANAND KUMAR NAGA	02249230	Director	840,000	
ARUN K AGARWAL	02298280	Director	840,000	
SATISH K AGARWAL	02249252	Director	840,000	
RAVINDRA ANAND KU	06583988	Additional director	840,000	

(ii) Particulars of change in director(s) and Key managerial personnel during the year 0

Name	DIN/PAN	Designation at the beginning / during the financial year	Date of appointment/ change in designation/ cessation	Nature of change (Appointment/ Change in designation/ Cessation)

IX. MEETINGS OF MEMBERS/CLASS OF MEMBERS/BOARD/COMMITTEES OF THE BOARD OF DIRECTORS

A. MEMBERS/CLASS /REQUISITIONED/NCLT/COURT CONVENED MEETINGS

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Number of meetings held 3

Type of meeting	Date of meeting	Total Number of Members entitled to attend meeting	Attendance	
			Number of members attended	% of total shareholding
EOGM	07/09/2015	7	3	52
AGM	10/09/2015	7	3	52
EOGM	18/09/2015	7	3	52

B. BOARD MEETINGS

*Number of meetings held 8

S. No.	Date of meeting	Total Number of directors associated as on the date of meeting	Attendance	
			Number of directors attended	% of attendance
1	14/08/2015	9	5	55.55555556
2	17/08/2015	9	5	55.55555556
3	25/08/2015	9	5	55.55555556
4	07/11/2015	9	5	55.55555556
5	10/11/2015	9	5	55.55555556
6	23/11/2015	9	5	55.55555556
7	20/12/2015	9	9	100
8	21/12/2015	9	9	100

C. COMMITTEE MEETINGS

Number of meetings held 0

S. No.	Type of meeting	Date of meeting	Total Number of Members as on the date of the meeting	Attendance	
				Number of members attended	% of attendance
1					

D. *ATTENDANCE OF DIRECTORS

S. No.	Name of the director	Board Meetings			Committee Meetings			Whether attended AGM held on 28/12/2016 (Y/N/NA)
		Number of Meetings which director was entitled to attend	Number of Meetings attended	% of attendance	Number of Meetings which director was entitled to attend	Number of Meetings attended	% of attendance	
1	KAMAL KUMA	8	8	100	0	0	0	Yes
2	VIMAL KUMA	8	8	100	0	0	0	Yes
3	GIRISH JAGD	8	8	100	0	0	0	Yes
4	AMMEET K A	8	8	100	0	0	0	Yes
5	AKKASH K A	8	8	100	0	0	0	Yes
6	ANAND KUMA	8	2	25	0	0	0	No
7	ARUN K AGA	8	2	25	0	0	0	No
8	SATISH K AG	8	2	25	0	0	0	No
9	RAVINDRA A	8	2	25	0	0	0	No

X. *REMUNERATION OF DIRECTORS AND KEY MANAGERIAL PERSONNEL

☐ Nil

Number of Managing Director, Whole-time Directors and/or Manager whose remuneration details to be entered: 1

S. No.	Name	Designation	Gross Salary	Commission	Stock Option/ Sweat equity	Others	Total Amount
1	KAMAL KUMAR AG	Mg. DIRECTOR	1,440,000				1,440,000
	Total		1,440,000				1,440,000

Number of CEO, CFO and Company secretary whose remuneration details to be entered: 1

S. No.	Name	Designation	Gross Salary	Commission	Stock Option/ Sweat equity	Others	Total Amount
1	VIMAL KUMAR AG	CEO	1,200,000				1,200,000

S. No.	Name	Designation	Gross Salary	Commission	Stock Option/ Sweat equity	Others	Total Amount
	Total		1,200,000			0	1,200,000

Number of other directors whose remuneration details to be entered 7

S. No.	Name	Designation	Gross Salary	Commission	Stock Option/ Sweat equity	Others	Total Amount
1	GIRISH JAGDISH A	DIRECTOR	1,200,000				1,200,000
2	AMMEET KAMAL A	DIRECTOR	300,000				300,000
3	AKKASH KAMAL A	DIRECTOR	300,000				300,000
4	ANAND KAMAL AG	DIRECTOR	450,000				450,000
5	ARUN KAMAL AGA	DIRECTOR	600,000				600,000
6	SATISH KAMAL AG	DIRECTOR	450,000				450,000
7	RAVINDRA ANAND	ADDITIONAL DI	600,000				600,000
	Total		3,900,000	0			3,900,000

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XI. MATTERS RELATED TO CERTIFICATION OF COMPLIANCES AND DISCLOSURES

* A. Whether the company has made compliances and disclosures in respect of applicable provisions of the Companies Act, 2013 during the year ◉ Yes ○ No

B. If No, give reasons/observations

XII. PENALTY AND PUNISHMENT - DETAILS THEREOF

(A) DETAILS OF PENALTIES / PUNISHMENT IMPOSED ON COMPANY/DIRECTORS /OFFICERS ☒ Nil

Name of the company/ directors/ officers	Name of the court/ concerned Authority	Date of Order	Name of the Act and section under which penalised / punished	Details of penalty/ punishment	Details of appeal (if any) including present status

(B) DETAILS OF COMPOUNDING OF OFFENCES ☒ Nil

Name of the company/ directors/ officers	Name of the court/ concerned Authority	Date of Order	Name of the Act and section under which offence committed	Particulars of offence	Amount of compounding (in Rupees)

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XIII. Whether complete list of shareholders, debenture holders has been enclosed as an attachment

◉ Yes ○ No

XIV. COMPLIANCE OF SUB-SECTION (2) OF SECTION 92, IN CASE OF LISTED COMPANIES

In case of a listed company or a company having paid up share capital of Ten Crore rupees or more or turnover of Fifty Crore rupees or more, details of company secretary in whole time practice certifying the annual return in Form MGT-8.

Name: DINESH KUMAR DEORA

Whether associate or fellow: ○ Associate ◉ Fellow

Certificate of practice number: 4119

I/We certify that:

(a) The return states the facts, as they stood on the date of the closure of the financial year aforesaid correctly and adequately.

(b) Unless otherwise expressly stated to the contrary elsewhere in this Return, the Company has complied with all the provisions of the Act during the financial year.

(c) The company has not, since the date of the closure of the last financial year with reference to which the last return was submitted or in the case of a first return since the date of the incorporation of the company, issued any invitation to the public to subscribe for any securities of the company.

(d) Where the annual return discloses the fact that the number of members, (except in case of a one person company), of the company exceeds two hundred, the excess consists wholly of persons who under second proviso to clause (ii) of sub-section (68) of section 2 of the Act are not to be included in reckoning the number of two hundred.

Declaration

I am Authorised by the Board of Directors of the company vide resolution no. .. NIL dated 21/12/2016 (DD/MM/YYYY) to sign this form and declare that all the requirements of the Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been compiled with. I further declare that:

1. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the company.
2. All the required attachments have been completely and legibly attached to this form.

Note: Attention is also drawn to the provisions of Section 447, section 448 and 449 of the Companies Act, 2013 which provide for punishment for fraud, punishment for false statement and punishment for false evidence respectively.

To be digitally signed by

Director: KAMAL N AGARWAL

DIN of the director: 01252090

To be digitally signed by: Dinesh Kumar Deora

○ Company Secretary

◉ Company secretary in practice

Membership number: 5683 Certificate of practice number: 4119

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Attachments

List of attachments

1. List of share holders, debenture holders	Attach	share holders list.pdf
2. Approval letter for extension of AGM;	Attach	Extension of AGM.pdf
3. Copy of MGT-8;	Attach	MGT 8.pdf
4. Optional Attachement(s), if any	Attach	

Remove attachment

Modify | Check Form | Prescrutiny | Submit

This eForm has been taken on file maintained by the Registrar of Companies through electronic mode and on the basis of statement of correctness given by the company

Auto-approved By DS MINISTRY OF CORPORATE AFFAIRS 23

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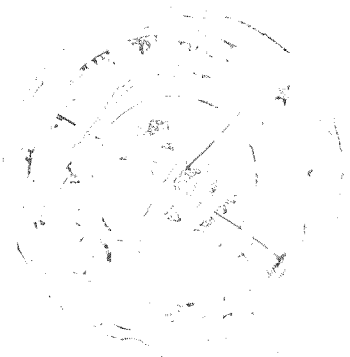

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GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

DATED : 30-09-2016

IN THE MATTER OF M/S SUPREME TRANSPORT ORGANISATION PRIVATE L CIN U60230MH2008PTC216143

AND

IN THE MATTER OF EXTENSION UNDER SECTION 96(1) OF THE COMPANIES ACT, 2013

The Company has closed its accounting year on 31-03-2016 and the Annual general meeting of the company is due to be held on 30-09-2016 as per requirements of section 96 of the Companies Act, 2013. The company has made an application vide SRN G12745626 on 29-09-2016 requesting for an extension of time for the purpose of holding AGM on the following grounds

COMPANY HAS 63 BRANCHES AND FINALISING THE DATA TAKING TIME. COMPANY SEEKS EXTENSION. APPROVED

Keeping in view, the aforesaid circumstances due to which company cannot hold its Annual General Meeting on time, extension 3 months 0 days is considered.

ORDER

Under the power vested in the undersigned by virtue of section 96(1) read with second proviso attached thereto extension of 3 months 0 days is hereby granted. However, the company is hereby advised to be careful in future in compliance of the provisions of the Companies Act, 2013.

Ministry of Corporate Affairs - Govt of India

Yours faithfully,

MAHINDER SINGH PACHOURI

Registrar of Companies

RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

SUPREME TRANSPORT ORGANISATION PRIVATE L

5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri (East), Mumbai, Maharashtra, India, 400059

Note: This letter is to be generated only when the application is approved by RoC office

DINESH KUMAR DEORA B.Com, F.C.S., A.C.A.
COMPANY SECRETARY
OFFICE: 205, 2ND FLOOR, NADIADWALA MARKET, PODDAR ROAD, MALAD (EAST), MUMBAI-400097.
TEL NO.: 022-65643641 E-MAIL: dinesh.deora@yahoo.com

Form No. MGT-8

[Pursuant to section 92(2) of the Companies Act, 2013 and rule 11(2) of Companies (Management and Administration) Rules, 2014*]*

CERTIFICATE BY A COMPANY SECRETARY IN PRACTICE

I have examined the registers, records and books and papers of **SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED** (the Company) as required to be maintained under the Companies Act, 2013 (the Act) and the rules made thereunder for the financial year ended on March 31 , 2016. In my opinion and to the best of my information and according to the examinations carried out by me and explanations furnished to me by the company, its officers and agents, I certify that:

A. The Annual Return states the facts as at the close of the aforesaid financial year correctly and adequately.

B. During the aforesaid financial year, the Company has complied with provisions of the Act & Rules made there under in respect of:

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1 The Company's status under the Act;

2 The Maintenance of registers/records & making entries therein within the time prescribed therefore;

3 The Company has duly filed the forms and returns prescribed under the Act and the rules made there under with the Registrar of Companies, Maharashtra or other authorities within the time prescribed time under the Act except certain forms which were filed beyond the prescribed time and the consequent additional filing fees were duly paid by the Company;

4 The Company has duly called / convened and conducted meetings of Board of Directors and meetings of the members of the Company on due dates as stated in the annual return in respect of which meetings, proper notices were given and the proceedings including circular resolution have been properly recorded in the Minutes Book / Registers maintained for the purpose and the same have been signed;

5 The Closure of Register of Members **Not Applicable.**

6 The Company has not made any advances/ loans to its directors and /or persons or firms or companies as referred in section 185 of the Act in contravention of the provisions of section 185 of the Act;

7 The Company has entered into contracts /arrangements with related parties referred to in sub-section (1) of section 188 of the Companies Act, 2013 in compliance with the applicable provisions of the Act.

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DINESH KUMAR DEORA
Mem. FCS 5683
COP 4119
Company Secretaries

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DINESH KUMAR DEORA B.Com, F.C.S., A.C.A.
COMPANY SECRETARY
OFFICE: 205, 2ND FLOOR, NADIADWALA MARKET, PODDAR ROAD, MALAD (EAST), MUMBAI-400097.
TEL NO.: 022-65643641 E-MAIL: dinesh.deora@yahoo.com

8 The Company has not made any issue or allotment or buy back of securities/ redemption of preference shares or debentures/ alteration or reduction of share capital/ conversion of shares/ securities. The Company has duly recorded the transfer / transmission of shares and the share certificates have been issued within the prescribed time in all instances;

9 The Company was not required to keep in abeyance the rights to dividend, rights shares and bonus shares pending registration of transfer of shares in compliance with the provisions of the Act;

10 The Company has not declared any dividend during year under review and hence was not required to make any payment of dividend. The Company was not required to make transfer of unpaid / unclaimed dividend / other amounts as applicable to the Investor Education and Protection Fund in accordance with section 125 of the Act;

11 The signing of audited financial statement as per the provisions of section 134 of the Act and report of directors is as per sub - sections (3), (4) and (5) thereof;

12 The Constitution/ appointment/ re-appointments/ retirement/ filling up casual vacancies/ disclosures of the Directors, Key Managerial Personnel and the remuneration paid to them has been duly made;

13 Appointment / reappointment of auditors is as per the provisions of section 139 of the Act;

14 The approvals required to be taken from the Central Government, Tribunal, Regional Director, Registrar, Court or such other authorities under the various provisions of the Act have been taken;

15 During the financial year, the Company has not invited / accepted any deposits including any unsecured loans falling within the purview of section 73 of the Act;

16 Borrowings from its directors, members, public financial institutions, banks and others and creation/ modification/ satisfaction of charges in that respect, wherever applicable;

17 The loans and investments or guarantees or security provided by the Company to other bodies corporate or persons is within the limits prescribed under section 186 of the Act.

18 The Company has altered the provisions of the Memorandum and Articles of Association during the year under review.

Place: Mumbai
Date: 12-01-2017

Dinesh Kumar Deora
Company Secretary
COP No: 4119

DINESH KUMAR DEORA * Company Secretaries * Mem.FCS 5683 COP 4119

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SUPREME TRANSPORT ORGANISATION PVT. LTD.

Share Holder Details as at 31st March, 2016

L/F of Shares / Debentures Holder	Shares /Debenture Holder's Name	Address	Father's/Husband's Name	Type of Shares / Debentures	No. of Shares/Deb. held Stock if any	Amount Per Share (in Rs.)	Value
1	Kamal N. Agarwal	Flat No. 703, 7th Floor, Mistry Complex, J. B. Nagar, Andheri (East), Mumbai - 400 059.	Nagrmal Agarwal	Equity	1960000	10	19,600,000
2	Vimal J. Agarwal	Dabriwala Bhawan. Near SBI, Malegaon, Nasik - 423 203	Jagdish Agarwal	Equity	840000	10	8,400,000
4	Anand N. Agarwal	Dabriwala Bhawan. Near SBI, Malegaon, Nasik - 423 203	Nagrmal Agarwal	Equity	840000	10	8,400,000
5	Satish K. Agarwal	Dabriwala Bhawan. Near SBI, Malegaon, Nasik - 423 203	Kisanlal Agarwal	Equity	840000	10	8,400,000
6	Arun K. Agarwal	Dabriwala Bhawan. Near SBI, Malegaon, Nasik - 423 203	Kisanlal Agarwal	Equity	840000	10	8,400,000
7	Girish J. Agarwal	Dabriwala Bhawan. Near SBI, Malegaon, Nasik - 423 203	Jagdish Agarwal	Equity	840000	10	8,400,000
8	Ravi Agarwal	Flat No. 703, 7th Floor, Mistry Complex, J. B. Nagar, Andheri (East), Mumbai - 400 059.	Anand Agarwal	Equity	840000	10	8,400,000
					7000000		70,000,000

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FORM NO. AOC-4 XBRL

[Pursuant to section 137 of the Companies Act, 2013 and rule 12(2) of the Companies (Accounts) Rules,2014]

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Form for filing XBRL document in respect of financial statement and other documents with the Registrar

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Language ◉ English ○ Hindi

Refer the instruction kit for filing the form.

Note-

-All fields marked in* are to be mandatorily filled.

Authorised capital of the company as on the date of filing (in Rs.) 200000000.0

Number of members of the company as on the date of filing 0

1. (a) * Corporate identity number (CIN) of company U60230MH2008PTC216143 Pre-fill

(b) Global location number (GLN) of company

2. (a) Name of the company SUPREME TRANSPORT ORGANISATION PRIVATE LIM

(b) Address of registered office of the company

5/B-34, Akshay Mittal Industrial Estate, M.V. Road
Andheri (East)
Mumbai
Maharashtra
400059
India

(c)* e-mail ID of the company kamal@stopl.in

3.* Financial year to which financial statement relates

From 01/04/2015 (DD/MM/YYYY) To 31/03/2016 (DD/MM/YYYY)

4.(a)* Date of Board of Director's meeting in which financial statements are approved 03/12/2016 (DD/MM/YYYY)

4.(b)(i)* Nature of financial statements Adopted Financial statements

(iii). Whether provisional financial statements filed earlier ○ Yes ○ No ◉ Not applicable

(iv). Whether adopted in adjourned AGM ○ Yes ◉ No ○ Not applicable

5.(a) Whether Annual General Meeting (AGM) held ◉ Yes ○ No ○ Not applicable

(b). If yes, date of AGM 28/12/2016 (DD/MM/YYYY)

(c). *Due date of AGM 30/09/2016 (DD/MM/YYYY)

(d). *Whether any extension for financial year or AGM granted ◉ Yes ○ No

(e). If yes, due date of AGM after grant of extension 31/12/2016

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6. * Whether Schedule III of the Companies Act, 2013 is applicable ◉ Yes ○ No

7. * Type of Industry Commercial & Industrial

8. * Whether consolidated Financial Statements are also being filed ○ Yes ◉ No

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9.(a) In case of a government company, whether Comptroller and Auditor General of India (CAG of India) has commented upon or supplemented the audit report under section 143 of the Companies Act, 2013

○ Yes ◉ No

(d). Whether CAG of India has conducted supplementary or test audit under section 143

○ Yes ◉ No

* 10. Whether Secretarial Audit is applicable ○ Yes ◉ No

* 11. Whether detailed disclosure with respect to Director's report Sec 134(3) is attached

◉ Yes ○ No

attachment(s)

List of Attachment(s)

FY20152016U60230MH2008P Extension of AGM.pdf

Remove attachment

(1)	XBRL financial statements duly authenticated as per section 134 (including Board's report, auditors' report and other documents)	Attach
(2)	XBRL document in respect Consolidated financial statement	Attach
(3)	Statement of subsidiaries as per section 129-Form AOC-1 (To be attached in respect of Foreign subsidiaries)	Attach
(4)	Statement of the fact and reasons for not adopting balance sheet in the annual general meeting (AGM)	Attach
(5)	Statement of the fact and reasons for not holding the AGM	Attach
(6)	Approval letter of extension of financial year or AGM	Attach
(7)	Supplementary or test audit report under section 143	Attach
(8)	Details of comments of CAG if India	Attach
(9)	Optional attachment (s) - if any	Attach

Seal of The Registrar of Companies

Declaration

I am authorized by the Board of Directors of the Company vide * resolution number NIL * dated 21/12/2016 to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been compiled with. I further declare that:

1. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the company.

2. It is confirmed that the attached XBRL document(s) are the XBRL converted copy(s) of the duly signed Financial Statements and all other documents which are required to be annexed or attached to the Financial Statements as required under Section 137 of the Companies Act, 2013. It is further confirmed that such document(s) have been prepared using the XBRL taxonomy as notified under Companies(Filing of documents and forms in Extensible Business Reporting Language) Rules, 2015.

3. All the required attachments have been completely and legibly attached to this form.

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* To be digitally signed by KAMAL N AGARWAL

* Designation: Director

* Director identification number of the director; or PAN of the manager or CEO or CFO; or Membership number of the secretary: 01252090

Certificate by practicing professional

I declare that I have been duly engaged for the purpose of certification of this form. It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and Rules thereunder for the subject matter of this form and matters incidental thereto and I have verified the above particulars (including attachment(s)) from the original/certified records maintained by the Company/applicant which is subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed. I further certify that:

1. The said records have been properly prepared, signed by the required officers of the Company and maintained as per the relevant provisions of the Companies Act, 2013 and were found to be in order;
2. It is further certified that the attached XBRL document(s) fairly present, in all material respects, the audited financial statements of the company, in accordance with the XBRL taxonomy as notified under Companies (Filing of documents and forms in Extensible Business Reporting Language) Rules, 2015
3. All the required attachments have been completely and legibly attached to this form;
4. It is understood that I shall be liable for action under Section 448 of the Companies Act, 2013 for wrong certification, if any found at any stage.

To be digitally signed by Dinesh S. Chaudhary

(•) Chartered accountant (in whole-time practice) or ( ) Cost accountant (in whole-time practice)

( ) Company secretary (in whole-time practice)

Whether associate or fellow ( ) Associate (•) Fellow

Membership Number: 044741

Certificate of Practice number:

Note: Attention is drawn to provisions of section 448 and 449 which provide for punishment for false statement / certificate and punishment for false evidence respectively.

Modify | Check Form | Prescrutiny | Submit

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For office use only:

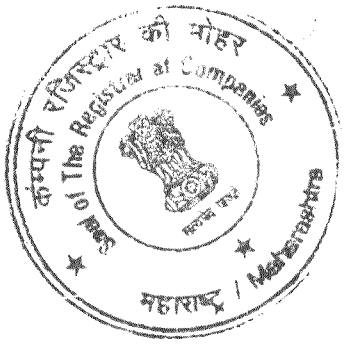
eForm Service request number (SRN) [ ] eForm filing date [ ] (DD/MM/YYYY)

This e-form is hereby registered

Digital signature of the authorizing officer [ ] Confirm submission

Date of signing [ ] (DD/MM/YYYY)

This eForm has been taken on file maintained by the Registrar of Companies through electronic mode and on the basis of statement of correctness given by the company



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शासकीय प्राधिकारी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
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सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

DATED : 30-09-2016

IN THE MATTER OF M/S SUPREME TRANSPORT ORGANISATION PRIVATE L CIN U60230MH2008PTC216143

AND

IN THE MATTER OF EXTENSION UNDER SECTION 96(1) OF THE COMPANIES ACT, 2013

The Company has closed its accounting year on 31-03-2016 and the Annual general meeting of the company is due to be held on 30-09-2016 as per requirements of section 96 of the Companies Act, 2013. The company has made an application vide SRN G12745626 on 29-09-2016 requesting for an extension of time for the purpose of holding AGM on the following grounds

COMPANY HAS 63 BRANCHES AND FINALISING THE DATA TAKING TIME. COMPANY SEEKS EXTENSION. APPROVED

Keeping in view, the aforesaid circumstances due to which company cannot hold its Annual General Meeting on time, extension 3 months 0 days is considered.

ORDER

Under the power vested in the undersigned by virtue of section 96(1) read with second proviso attached thereto extension of 3 months 0 days is hereby granted. However, the company is hereby advised to be careful in future in compliance of the provisions of the Companies Act, 2013.

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Ministry of Corporate Affairs - Govt of India

Yours faithfully,

MAHINDER SINGH PACHOURI

Registrar of Companies

RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

SUPREME TRANSPORT ORGANISATION PRIVATE L

5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri (East), Mumbai, Maharashtra, India, 400059

Note: This letter is to be generated only when the application is approved by RoC office

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SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED
Standalone Financial Statements for period 01/04/2015 to 31/03/2016

[400100] Disclosure of general information about company

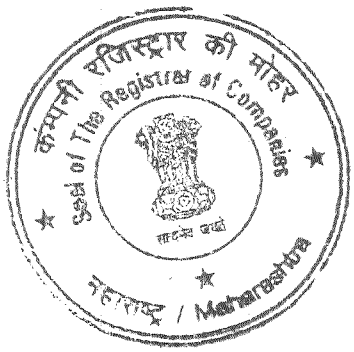
Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Corporate identity number	U60230MH2008PTC216143	
Permanent account number of entity	AAMCS0611A	
Address of registered office of company	5/B-34, Akshay Mittal Industrial Estate, M.V. Road Andheri (East) Mumbai Maharashtra 400059 India	
Type of industry	Commercial and Industrial	
Whether company is listed company	No	
Date of board meeting when final accounts were approved	03/12/2016	
Period covered by financial statements	12 Month	12 Month
Date of start of reporting period	01/04/2015	01/04/2014
Date of end of reporting period	31/03/2016	31/03/2015
Nature of report standalone consolidated	Standalone	
Content of report	Financial Statements	
Description of presentation currency	INR	
Level of rounding used in financial statements	Actual	
Type of cash flow statement	Indirect Method	
Whether company is maintaining books of account and other relevant books and papers in electronic form	No	
Total number of product or service category	1	
Description of principal product or services category	Transporter	

Disclosure of principal product or services [Table] ..(1)

Unless otherwise specified, all monetary values are in INR

Types of principal product or services [Axis]	Column 1
	01/04/2015 to 31/03/2016
Disclosure of general information about company [Abstract]	
Disclosure of principal product or services [Abstract]	
Disclosure of principal product or services [LineItems]	
Product or service category (ITC 4 digit) code	8704
Description of product or service category	Transportation
Turnover of product or service category	150,23,80,218.5
Highest turnover contributing product or service (ITC 8 digit) code	87040000
Description of product or service	Transport Goods By Road
Unit of measurement of highest contributing product or service	NA
Turnover of highest contributing product or service	150,23,80,218.5
Quantity of highest contributing product or service in UoM	[pure] 0



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[400400] Disclosures - Directors report

Details of directors signing board report [Table] **..(1)**

Unless otherwise specified, all monetary values are in INR

Directors signing board report [Axis]	Column 1	Column 2
	01/04/2015 to 31/03/2016	01/04/2015 to 31/03/2016
Details of signatories of board report [Abstract]		
Details of directors signing board report [LineItems]		
Name of director signing board report [Abstract]		
First name of director	KAMALKUMAR	VIMALKUMAR
Middle name of director	NAGARMAL	JAGDISHKUMAR
Last name of director	AGARWAL	AGRAWAL
Designation of director	Director	Director
Director identification number of director	01252090	01252126
Date of signing board report	03/12/2016	03/12/2016

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Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016
Disclosure in board of directors report explanatory [TextBlock]	Textual information (1) [See below]
Description of state of companies affair	As Per Director Report Attached in Notes to Account Schedule
Disclosure relating to amounts if any which is proposed to carry to any reserves	As Per Director Report Attached in Notes to Account Schedule
Disclosures relating to amount recommended to be paid as dividend	As Per Director Report Attached in Notes to Account Schedule
Details regarding energy conservation	As Per Director Report Attached in Notes to Account Schedule
Details regarding technology absorption	As Per Director Report Attached in Notes to Account Schedule
Details regarding foreign exchange earnings and outgo	As Per Director Report Attached in Notes to Account Schedule
Disclosures in director's responsibility statement	As Per Director Report Attached in Notes to Account Schedule
Details of material changes and commitment occurred during period affecting financial position of company	As Per Director Report Attached in Notes to Account Schedule
Particulars of loans guarantee investment under section 186 [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Particulars of contracts/arrangements with related parties under section 188(1) [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Whether there are contracts/arrangements/transactions not at arm's length basis	No
Whether there are material contracts/arrangements/transactions at arm's length basis	No
Details of statement indicating manner in which formal annual evaluation made by board of its performance and of its committees and individual directors [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosure of extract of annual return as provided under section 92(3) [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details of change in promoters shareholding [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details of shareholding pattern of directors and key managerial personnel [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosure of statement on declaration given by independent directors under section 149(6) [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosure for companies covered under section 178(1) on directors appointment and remuneration including other matters provided under section 178(3) [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosure of statement on development and implementation of risk management policy [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details on policy development and implementation by company on corporate social responsibility initiatives taken during year [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosure as per rule 8(5) of companies accounts rules 2014 [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosure of financial summary or highlights [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosure of change in nature of business [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details of directors or key managerial personnels who were appointed or have resigned during year [TextBlock]	As Per Director Report Attached in Notes to Account Schedule

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Disclosure of companies which have become or ceased to be its subsidiaries, joint ventures or associate companies during year [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details relating to deposits covered under chapter v of companies act [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details of deposits which are not in compliance with requirements of chapter v of act [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details of significant and material orders passed by regulators or courts or tribunals impacting going concern status and company's operations in future [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details regarding adequacy of internal financial controls with reference to financial statements [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosure of contents of corporate social responsibility policy [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosure of appointment and remuneration of managerial personnels [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details of comparison of remuneration of key managerial personnels against performance of company [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details of variations in market capitalisation of company [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details of average percentile increase in salaries of employees other than managerial personnels in last financial year and its comparison with percentile increase in managerial remuneration [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details of comparison of each remuneration of key managerial personnels against performance of company [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details of key parameters for any variable component of remuneration availed by directors [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Statement showing details of employees of company under rule 5(2) and (3) of companies appointment and remuneration of managerial personnels rules 2014 [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosure regarding issue of sweat equity shares [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details of sweat equity shares issued under clause (c) of sub rule (13) of rule (8) of companies share capital and debentures rules 2014 [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosure of voting rights not exercised directly by employees [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Names of employees not exercised voting rights directly [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Reasons for not voting directly [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Name of person exercising voting rights directly [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Resolutions on which votes casted by persons holding such voting power [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosure of equity shares with differential rights [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details of differential rights relating to voting rights and dividends [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Particulars of promoters, directors or key managerial personnels to whom such shares are issued [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details of change in control, if any, in company consequent to issue of equity shares with differential voting rights [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Details of pre and post issue shareholding pattern along with voting rights [TextBlock]	As Per Director Report Attached in Notes to Account Schedule

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Disclosure of composition of audit committee and non-acceptance of any recommendation of audit committee along with reasons [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosure of details of establishment of vigil mechanism [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosure of facts of resignation of director in report of directors laid in immediately following general meeting [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosure of report concerns about unethical behaviour, actual or suspected fraud or violation of company's code of conduct or ethics policy [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosures relating to employee stock option scheme explanatory [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Disclosures relating to employee stock purchase scheme explanatory [TextBlock]	As Per Director Report Attached in Notes to Account Schedule
Number of meetings of board	[pure] 0

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Textual information (1)

Disclosure in board of directors report explanatory [Text Block]

DIRECTORS' REPORT

To,

The Members,

Your Directors present 8th Annual Report and Audited Accounts for the year ended 31st March, 2016.

Financial Results :

		(Rs. in Lacs)
	Current Year	Previous Year
Total Income	15026.41	13479.49
Profit/(Loss) Before Tax	248.23	208.98
Income Tax	51.53	107.09
Deferred Tax	35.90	(27.52)
Profit (Loss) After Tax	160.80	129.41

Operations

Your directors are pleased to report that the company has come out with an impressive performance during the year, where the total income stood at Rs. 15026.41 lacs (Previous year Rs. 13479.49 lacs) and net profit before tax at Rs. 248.23 Lacs (Previous year Rs. 208.98 Lacs).

Dividend

Your company is on growth path since its inception and looking for further expansion in the current financial year, which needs more funds to infuse in the business and therefore your directors decided not to declare any dividend for the year under review

Directors :

According to the Articles of Association of the company the directors of the company are not liable to retire by rotation. None of the Directors are disqualified from being appointed as Directors as specified under the Companies Act, 2013.

Auditors :

M/s Dinesh Chaudhary & Co., Chartered Accountants retire as Auditors of the Company at the ensuing Annual General Meeting of the Company and being eligible, offer themselves for re-appointment. Board recommend their re-appointment.

Contd...2

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Directors' Responsibility Statement :

Pursuant to the requirement under section 134(3) (c) of the Companies Act, 2013 with respect to Director's Responsibilities statement, it is hereby confirmed :

a. that in the preparation of the annual accounts, the applicable accounting standards have been followed along with proper explanation relating to material departures;

b. that the directors have selected such accounting policies and applied them consistently and made judgments and estimates that were reasonable and prudent so as to give a true and fair view of the state of affairs of the company at the end of the financial year and of the profit or loss of the company for the year under review;

c. that the directors have taken proper and sufficient care for the maintenance of adequate accounting records in accordance with the provisions of the Companies Act, 1956, for safeguarding the assets of the company and for preventing and detecting fraud an other irregularities;

d. that the directors have prepared the annual accounts for the financial year ended 31st March, 2016 on a going concern basis.

e. that the directors had devised proper systems to ensure compliance with the provisions of all the applicable laws and that such systems were adequate and operating effectively.

Conservation of Energy, Technology, Absorption And Foreign Exchange Earnings & Outgo :

Conservation of Energy and Technology, Absorption, Research and development & Foreign Exchange Earning/Out goings as prescribed under Companies Act, 2013

a. Conservation of Energy : NIL

b. Technology absorption : NIL

c. Foreign Exchange Earnings/Out goings : As per Annexure

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Acknowledgment :

The Directors wish to acknowledge and place on record their appreciation to all stakeholders, customers, suppliers, business associates, banks, and regulatory and Governmental authorities for their cooperation, assistance and support. The Directors also thank all their employees for their dedicated services and the shareholders for their sustained confidence.

FOR AND ON BEHALF OF THE BOARD

Place : Mumbai

Date : 3rd December, 2016

Director

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[400200] Disclosures - Auditors report

Details regarding auditors [Table] ..(1)

Unless otherwise specified, all monetary values are in INR

Auditors [Axis]	Column 1
	01/04/2015 to 31/03/2016
Details regarding auditors [Abstract]	
Details regarding auditors [LineItems]	
Category of auditor	Individual
Name of audit firm	Dinesh Chaudhary & Co
Name of auditor signing report	CHAUDHARY DINESH SANWARMAL
Firms registration number of audit firm	131176W
Membership number of auditor	044741
Address of auditors	BLDG.NO.52, ROOM NO.11,2ND FLOOR,3RD MARINE STREET, DHOBI TALAO, MUMBAI - 400002
Permanent account number of auditor or auditor's firm	AABPC8718L
SRN of form ADT-1	C28391357
Date of signing audit report by auditors	03/12/2016
Date of signing of balance sheet by auditors	03/12/2016

Disclosure of auditor's qualification(s), reservation(s) or adverse remark(s) in auditors' report [Table] ..(1)

Unless otherwise specified, all monetary values are in INR

Auditor's qualification(s), reservation(s) or adverse remark(s) in auditors' report [Axis]	Auditor's favourable remark [Member]
	01/04/2015 to 31/03/2016
Disclosure of auditor's qualification(s), reservation(s) or adverse remark(s) in auditors' report [Abstract]	
Disclosure of auditor's qualification(s), reservation(s) or adverse remark(s) in auditors' report [LineItems]	
Disclosure in auditors report relating to fixed assets	As Per Audit Report Attached in Notes to Account
Disclosure relating to quantitative details of fixed assets	As Per Audit Report Attached in Notes to Account
Disclosure relating to physical verification and material discrepancies of fixed assets	As Per Audit Report Attached in Notes to Account
Disclosure relating to title deeds of immovable properties	As Per Audit Report Attached in Notes to Account
Disclosure in auditors report relating to inventories	As Per Audit Report Attached in Notes to Account
Disclosure in auditors report relating to loans	As Per Audit Report Attached in Notes to Account
Disclosure about loans granted to parties covered under section 189 of companies act	As Per Audit Report Attached in Notes to Account
Disclosure relating to terms and conditions of loans granted	As Per Audit Report Attached in Notes to Account
Disclosure regarding receipt of loans granted	As Per Audit Report Attached in Notes to Account
Disclosure regarding terms of recovery of loans granted	As Per Audit Report Attached in Notes to Account
Disclosure in auditors report relating to compliance with Section 185 and 186 of Companies Act, 2013	As Per Audit Report Attached in Notes to Account
Disclosure in auditors report relating to deposits accepted	As Per Audit Report Attached in Notes to Account
Disclosure in auditors report relating to maintenance of cost records	As Per Audit Report Attached in Notes to Account
Disclosure in auditors report relating to statutory dues [TextBlock]	As Per Audit Report Attached in Notes to Account
Disclosure relating to regularity in payment of undisputed statutory dues [TextBlock]	As Per Audit Report Attached in Notes to Account
Disclosure relating to disputed statutory dues [TextBlock]	As Per Audit Report Attached in Notes to Account
Disclosure in auditors report relating to default in repayment of financial dues	As Per Audit Report Attached in Notes to Account
Disclosure in auditors report relating to public offer and term loans used for purpose for which those were raised	As Per Audit Report Attached in Notes to Account
Disclosure in auditors report relating to fraud by the company cr on the company by its officers or its employees reported during period	As Per Audit Report Attached in Notes to Account
Disclosure in auditors report relating to managerial remuneration	As Per Audit Report Attached in Notes to Account

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Disclosure in auditors report relating to Nidhi Company	As Per Audit Report Attached in Notes to Account
Disclosure in auditors report relating to transactions with related parties	As Per Audit Report Attached in Notes to Account
Disclosure in auditors report relating to preferential allotment or private placement of shares or convertible debentures	As Per Audit Report Attached in Notes to Account
Disclosure in auditors report relating to non-cash transactions with directors or persons connected with him	As Per Audit Report Attached in Notes to Account
Disclosure in auditors report relating to registration under section 45-IA of Reserve Bank of India Act, 1934	As Per Audit Report Attached in Notes to Account

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016
Disclosure in auditor's report explanatory [TextBlock]	Textual information (2) [See below]
Whether companies auditors report order is applicable on company	Yes
Whether auditors' report has been qualified or has any reservations or contains adverse remarks	No
Auditor's qualification(s), reservation(s) or adverse remark(s) in auditors' report	-

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Textual information (2)

Disclosure in auditor's report explanatory [Text Block]

I N D E PEN DENT A U DI T OR'S R EP ORT

T o t he Me m b e rs of SUPREME TRANSPORT ORGANISATION PVT LTD

Repo r t on t he Fi n an ci al S t at emen ts

1 . We h a ve a u d i ted t he a c com panyi ng financial st ate ments of SUPREME TRANSPORT ORGANISATION PVT LTD (" t he C om pan y "), w h i ch c o m pri se t he B a l a nce She et as at M ar ch 3 1, 2016, t he St ate me nt of Pr o fit and L o ss a nd C a sh Fl ow St a t e m e nt for t h e ye ar t he e nd e d, a nd a su mm ary of s i g ni f i c ant a c c o u nti ng po li cies and ot her e x p l a nat o ry i nfo rm ati on

M a na g emen t 's R e s p o n si bi lity f or t he Fi na nci al S t at e m en ts

2. T he m an a geme nt and B o ard of Dir e ct ors of t he C om p any a re re s po n si ble f or t he m a tters s t at ed in S e c ti on 1 3 4(5) of t he C om p a n i es A ct, 2 0 13 ('t he act ') with re s pe ct to t he pr e par ati on of t he se fi n a n ci al st at e m e nts t h at gi ve a tr ue and f air view of t he fi nanci al po siti o n, fi n anc i al per f o r m a n ce a nd ca sh f l o ws of t he C o m p a ny i n accor d a n ce with t he acc o unti ng pri nci ples ge ne r al ly acce pted in I n d i a, i n c l u di ng t he A c c ou nt i ng S t and ar ds s p e ci f ied u nder Se c t i on 1 33 of t he A ct, re ad wi th r ule 7 of C om p a n i es (A c c ount s) R u l e s, 2 0 1 4. T h i s re s pon si b ility i n c l u des m a in te n a n ce of ad e quate a c c ounti ng r e cor ds in a c c or d a nce with t he pr o vi si ons of t he A ct for s a fe g uar di ng t he a ssets of t he C o m p a ny a nd for preve nti ng a nd det e cti ng fr au ds a nd o t her irr e gul aritie s; se le ct i on and a ppli c at i on of a pp r opri ate accounti ng p o li cie s; m ak i ng j udgme n ts a nd e stim ates t hat are r e a s on a b le a nd pr ude nt; de si gn, i m pleme nt ati on and m ai nte n a n ce of a de qu ate i nter n al f i nanc i al c on tr ol s, t hat are op er ati ng e f fe cti v e ly f or e n s ur i ng t he accur a cy and co m p le te ne ss of t he ac c o u nti ng r e c or d s, rele v a nt to t he p re pa r ati on and pre se nt ati on of t he fi n a n ci al s t ateme nts t h at g ive a tr ue and f air vi ew a nd a r e free fr om m at er i al mi s st at eme nt, w het h er due to fr aud or e rr or

A u d i t o r 's R e s p ons i bility

O ur r e s p on s i b ility is to e x pre ss an opi ni on on t h ese fi na n ci al st ateme nts b a sed on our a udit. We h a ve t aken i n to a ccount t he pr ov i s i o ns of t he A ct, t he a cco u n t i ng a nd a uditi ng s t and ar ds a nd m att ers w hi ch are r e quired to be i ncl uded in t he a udit re port under t he pr o vi si o ns of t he A ct a nd t he R ules m ade t h ere und er. W e c on d u c ted o ur a udit in a cco r dance wi t h t he St and ards on A uditi ng s pe ci fied un der Se cti on 1 4 3 (1 0) of the A ct. T ho se St a ndar ds re quire t hat we c om ply with e t h i cal re quireme nts and p l an and p er form t he a udit to o b t a i nre a s on a ble a ss ur ance a bout w het h er t he fi na n ci al s t ateme nts a re free f r om m at er i al mi s st ateme nt

Contd...2

An audit i nv ol ves per fo r mi ng procedures to o bt ain a udit evi de nce a bout t he a m o u nts and di s cl o s ures in t he fi nanci al st ateme nt s. T he p r o c e dures s e l e ct ed d e pend on t he audit or 's j ud g me n t, i ncl udi ng t he a s s e s sm e n t o f t he r i sks of m at er i al m i s st a teme nt of t he fi na n ci al s t ateme n t s, w het h er due to f r aud or err or. In m a ki ng t h o se r i sk a s s e s sme nt s, t he audi t or con s i ders i nt er nal f i na nc i al c ontr ol relev ant to t he C om pan y 's pre p ar at i on of t he fi nanci al st ateme nt s, t h at gi ve a tr ue a nd fair vi e w, in o r d er to d e si gn a udit pr o c e dures t hat are a ppr opri ate int he cir cum s t ance s, but not for t he pur po se of e xpr es si ng an opi ni on on w h e t her t he C o m p a ny has in pl ace a n ade qu ate i nt er nal fi n a n ci al contr o ls sy s tem o ver f i n a nci al re por t i ng a nd t he o p er

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ati ng e ff e ctive ne ss of s u c h c on tr ols An a udit a l so i n clud es ev al uati ng t he a pp r opri at e ne ss of a ccou nti n g pol i c i es u sed and t h ere a s on a ble ne ss of t he accounti ng e sti m ates m a de by t he C om pa n y 's m ana g eme nt and B oa rd of Dire ct or s, a s well as ev a l ua t i ng t he ove r all pre se nt at i on of t he fi n a n ci al s t at e me nts.

We b e li eve t hat t he a udit e vi de nce we h a ve obt a i n ed is s uf f i cie nt and appr op r i ate to pr ovi de a ba sis for ou r audit op i n i on.

Op i n i on

6. In ou r opi ni on a nd to t he be st of our i nform ati on a nd ac c or di ng to t he e x p l a nati ons gi v en to u s, t he a f o re s a id fi nanci al st a t e m e nts give t he i nf or m at i on re q u ir ed by t he A ct in t he m a nner so re q u ir ed and give a tr ue an d fair view in c o nformi ty wi th t he acc o unti ng pri n cip l es ge ner ally acce pted in I nd ia of t he st a te of a ff airs of t he

C o m p a ny as at 3 1st M ar ch 2 0 16, its pr ofit / l o ss a nd i ts ca sh f l o ws for t he ye ar e n ded on t hat d a te

Repo r t on Ot h er Le g al a nd Reg ul at o ry R e qu i r e m en t s

शासकीय प्राधिकारी को उपलब्ध कराई केवल शासकीय प्रयोग हेतु
ISSUED TO THE GOVERNMENT AUTHORITY STRICTLY FOR OFFICIAL USE

A s re quired by t he C o m panies (A u d it or 's Re port) Or der, 2 0 15 ("t he Or der") i s s ued by t he C e ntr al G o ver n me nt of I ndia in terms of s u b- se cti on (1 1) of s e cti on 1 43 of t he A ct, we give in t he A n ne xure a s t ateme nt on t he m atters S p e ci fied in par a g ra phs 3 a nd 4 of t he O r d er.

A s re q u ir ed by s e cti on 143 (3) of t he A c t, we f urt her r e port t ha t:

a. w e have s o u ght and obt ai n ed a ll t he i n f or m ati on a nd e x pl a nati ons w hi ch to t he b e st of our k no w l e dge a nd belief w e re ne ce ss ary f or t he pur p o se of our aud it;

b. in our op i n i on pr o per b o oks of a cc ount as re quired by l aw h a ve b een ke pt by t he C om pany so f ar as a pp e a rs fr om our e xa mi nati on of t h o se b oo k s ;

c. t he B al ance S heet, St ate me nt of Pr ofit a nd Lo s s, and C a sh Fl ow St ateme nt de a lt with by t h is R e port are i n a greeme nt with t he b o o ks of a c c oun t;

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d. t he B al ance S heet, St ate me nt of Pr ofit a nd Lo s s, and C a sh Fl ow St ateme nt de a lt with by t h is R e port are i n a greeme nt w ith t he b o o ks of a c c oun t;

e. In our o p i n i o n, t he a f ore s aid fi na n ci al st at e me nts co m p ly with t he appl i c a ble A cc ounti ng S t and ar ds s p e c i fied und er Se cti on 133 of t he A ct, re ad with R ule 7 of t he C o m p a n i es (A c c ount s) R ul es 201 4.

f. o n t he ba sis of writt en r e pre se nt ati ons re ceived fr om t he dire ct ors as on M ar ch 31, 20 16 a nd t aken o nre cord by t he B oard of D ire ct or s, none of t he dire ct ors is di s quali fied as on M ar ch 31, 2 0 16, fr om b e i ng a p po i nted as a dir e ct or in terms of Se cti on 164 (2) of t he A ct.

g. In our opinion and to the best of our information and according to the explanations given to us, we report as under with respect to other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014::

i. The Company does not have any pending litigations which would impact its financial position

ii. The Company did not have any long-term contracts including derivative contracts; as such the question of commenting on any materials foreseeable losses there on does not arise.

iii. There has been no delay in transferring amounts, required to be transferred, to the Investor Education and Protection Fund by the Company.

For DINESH CHAUDHARY & CO.

Chartered Accountants

(FRN Reg. No. 131176W)

Seal of The Registrar of Companies

(Dinesh S Chaudhary)

Place: Mumbai

Date: 3rd December, 2016

Proprietor

M. No. 044741

Annexure referred to in paragraph 7 Our Report of even date to the members of SUPREME TRANSPORT ORGANISATION PVT LTD on the accounts of the company for the year ended 31st March, 2016

On the basis of such checks as we considered appropriate and according to the information and explanations given to us during the course of our audit, we report that:

i	a)	The Company has maintained proper records showing full particulars, including quantitative details and situation of fixed assets
	b)	The Company has a regular programme of physical verification of its fixed assets by which fixed assets are verified in a phased manner over a period of three years. In accordance with this programme, certain fixed assets were verified during the year and no material discrepancies were noticed on such verification. In our opinion, this periodicity of physical verification is reasonable having regard to the size of the Company and the nature of its assets.

	c)	The title deeds of immovable properties are held in the name of Company.
ii	a)	The inventory has been physically verified during the year by the management. In our opinion, the frequency of verification is reasonable.
	b)	The procedure of physical verification of inventories followed by the management is reasonable and adequate in relation to the size of the Company and the nature of its business.
	c)	The Company is maintaining proper records of inventory. No material discrepancies were notices on physical verification as compared to book records.
		शासकीय प्राधिकारी को उपलब्ध कराई केवल शासकीय प्रयोग हेतु ISSUED TO THE GOVERNMENT AUTHORITY STRICTLY FOR OFFICIAL US
iii	As per the records produced before us and explanations given to us, the company has not granted any loans, secured and unsecured to companies, firms, Limited Liability Partnership or other parties covered in the register maintained under section 189 of the Companies Act, 2013, therefore, the relevant provisions of the Companies (Auditor's Report) order, 2016, are not applicable to the Company.	
iv	In our opinion and according to the information and explanations given to us, the Company has complied with the provisions of sections 185 and 186 of the Act, with respect to loans and investments made.	
v	In our opinion and according to information and explanations given to us, the Company has not accepted any deposits within the provisions of sections 73 to 76 or any other relevant provisions of the companies Act, 2013, therefore, the relevant provisions of the Companies (Auditor's Report) order, 2016, are not applicable to the Company.	

vi	The Central Government has not prescribed maintenance of cost records under Section 148 (1) of the Companies Act,2013 in respect of business activities of the Company.	
vii	a)	Based on the records produced before us, the company has been generally regular in depositing with appropriate authorities undisputed statutory dues such as provident fund, employees state insurance, income tax, sales tax, service tax, duty of customs, duty of excise, value added tax, cess and other statutory dues applicable to it. According to the information and explanations given to us, no undisputed amount payable in respect of outstanding statutory dues were in arrears as at March 31, 2016 for a period of more than six months from the date they became payable;
	b)	The details of disputed statutory dues, which have not been deposited by the Company, are NIL.
viii	According to the records of the Company examined by us and the information and explanation given to us, the Company has not defaulted in repayment of loans or borrowings to any financial institutions, bank, government. Further the Company has not issued any debentures.	
ix	The Company did not raise any money by way of Initial Public offer or further Public Offer (including debt instruments) and term loans during the year. Accordingly, paragraph 3 (ix) of the Order is not applicable.	
	According to the information and explanations given to us, no material fraud by the Company or	

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x	on the company by its officers or employees have been noticed or reported during the course of our audit.	
xi	According to the information and explanations given to us and on the basis of our examination of the records of the Company, the Company has paid/provided for managerial remuneration in accordance with requisite approvals mandated by the provisions of section 197 read with Schedule V to the Act.	
xii	In our opinion and according to the information and explanations given to us, the company is not a Nidhi Company. Accordingly, paragraph 3 (xii) of the Order is not applicable.	
xiii	According to the information and explanations given to us and on the basis of our examination of the records of the Company, transactions with the related parties are in compliance with sections 177 and 188 of the Act where applicable and details of such transactions have been disclosed in the financial statements as required by the applicable accounting standards.	
xiv	According to the information and explanations given to us and on the basis of our examination of the records of the Company, the Company has not made any preferential allotment or private placement of shares or fully or partly convertible debentures during the year.	
xv	According to the information and explanations given to us and on the basis of our examination of the records of the Company, the Company has not entered into non-cash transactions with	

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	directors or persons connected with him. Accordingly, paragraph 3(xv) of the Order in not applicable.	
xvi	The Company is not a Non-banking Financial Company (NBFC) registered under section 45-IA of the Reserve Bank of India Act 1934.	

For DINESH CHAUDHARY & CO.

Chartered Accountants

(FRN Reg. No. 131176W)

(Dinesh S. Chaudhary)

Place: Mumbai

Date: 3rd December, 2016

Proprietor

M. No. 044741

[400500] Disclosures - Secretarial audit report

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016
Disclosure in secretarial audit report explanatory [TextBlock]	
Whether secretarial audit report is applicable on company	No

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[100100] Balance sheet

Unless otherwise specified, all monetary values are in INR

	31/03/2016	31/03/2015	31/03/2014
Balance sheet [Abstract]			
Equity and liabilities [Abstract]			
Shareholders' funds [Abstract]			
Share capital	7,00,00,000	7,00,00,000	7,00,00,000
Reserves and surplus	7,48,87,281.14	5,88,07,084	
Total shareholders' funds	14,48,87,281.14	12,88,07,084	
Share application money pending allotment	0	0	
Non-current liabilities [Abstract]			
Long-term borrowings	29,33,32,674.23	17,03,19,210	
Other long-term liabilities	0	0	
Long-term provisions	1,14,05,149	78,15,291	
Total non-current liabilities	30,47,37,823.23	17,81,34,501	
Current liabilities [Abstract]			
Short-term borrowings	15,42,43,181.12	22,35,13,420	
Trade payables	15,82,46,896.03	9,98,53,695	
Other current liabilities	5,56,96,317.59	17,98,590	
Short-term provisions	52,43,409	53,89,927	
Total current liabilities	37,34,29,803.74	33,05,55,632	
Total equity and liabilities	82,30,54,908.11	63,74,97,217	
Assets [Abstract]			
Non-current assets [Abstract]			
Fixed assets [Abstract]			
Tangible assets	26,43,70,966.34	15,92,37,721	18,10,98,755
Intangible assets	0	0	
Tangible assets capital work-in-progress	2,35,60,073.27	1,99,14,735	
Total fixed assets	28,79,31,039.61	17,91,52,456	
Non-current investments	11,54,87,330	11,54,87,330	
Long-term loans and advances	1,39,22,960.53	98,22,623	
Total non-current assets	41,73,41,330.14	30,44,62,409	
Current assets [Abstract]			
Current investments	0	0	
Inventories	0	0	
Trade receivables	34,94,35,581.56	31,34,54,402	
Cash and bank balances	2,91,16,319.63	66,81,702	
Short-term loans and advances	1,15,27,369	62,07,245	
Other current assets	1,56,34,307.78	66,91,459	
Total current assets	40,57,13,577.97	33,30,34,808	
Total assets	82,30,54,908.11	63,74,97,217	

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[400300] Disclosures - Signatories of financial statements

Details of directors signing financial statements [Table] ..(1)

Unless otherwise specified, all monetary values are in INR

Directors signing financial statements [Axis]	Column 1	Column 2
	01/04/2015 to 31/03/2016	01/04/2015 to 31/03/2016
Details of signatories of financial statements [Abstract]		
Details of directors signing financial statements [Abstract]		
Details of directors signing financial statements [LineItems]		
Name of director signing financial statements [Abstract]		
First name of director	KAMALKUMAR	VIMALKUMAR
Middle name of director	NAGARMAL	JAGDISHKUMAR
Last name of director	AGARWAL	AGRAWAL
Designation of director	Director	Director
Director identification number of director	01252090	01252126
Date of signing of financial statements by director	03/12/2016	03/12/2016

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[100400] Cash flow statement, indirect

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Statement of cash flows [Abstract]			
Whether cash flow statement is applicable on company	Yes	Yes	
Cash flows from used in operating activities [Abstract]			
Profit before extraordinary items and tax	2,48,22,904.71	2,08,97,733	
Adjustments for reconcile profit (loss) [Abstract]			
Adjustments to profit (loss) [Abstract]			
Adjustments for finance costs	4,82,62,823	4,11,66,422	
Adjustments for depreciation and amortisation expense	3,84,36,642	3,83,54,601	
Total adjustments to profit (loss)	8,66,99,465	7,95,21,023	
Adjustments for working capital [Abstract]			
Adjustments for decrease (increase) in trade receivables	-3,59,81,180	-7,34,25,821	
Adjustments for decrease (increase) in other current assets	-89,42,849	0	
Adjustments for increase (decrease) in trade payables	5,83,93,201	3,55,51,263	
Adjustments for increase (decrease) in other current liabilities	-2,06,92,635	5,84,52,978	
Adjustments for provisions	-1,46,518	23,42,312	
Total adjustments for working capital	-73,69,981	2,29,20,732	
Total adjustments for reconcile profit (loss)	7,93,29,484	10,24,41,755	
Net cash flows from (used in) operations	10,41,52,388.71	12,33,39,488	
Income taxes paid (refund)	87,42,707	79,57,239	
Net cash flows from (used in) operating activities before extraordinary items	9,54,09,681.71	11,53,82,249	
Net cash flows from (used in) operating activities	9,54,09,681.71	11,53,82,249	
Cash flows from used in investing activities [Abstract]			
Purchase of tangible assets	14,72,15,225	1,49,90,670	
Other inflows (outflows) of cash	-41,00,338	-11,79,72,310	
Net cash flows from (used in) investing activities before extraordinary items	-15,13,15,563	-13,29,62,980	
Net cash flows from (used in) investing activities	-15,13,15,563	-13,29,62,980	
Cash flows from used in financing activities [Abstract]			
Proceeds from issuing shares	0	2,00,00,000	
Proceeds from borrowings	3,30,13,464	4,21,66,096	
Interest paid	4,82,62,823	4,11,66,422	
Other inflows (outflows) of cash	35,89,858	-27,52,080	
Net cash flows from (used in) financing activities before extraordinary items	-1,16,59,501	1,82,47,594	
Net cash flows from (used in) financing activities	-1,16,59,501	1,82,47,594	
Net increase (decrease) in cash and cash equivalents before effect of exchange rate changes	-6,75,65,382.29	6,66,863	
Net increase (decrease) in cash and cash equivalents	-6,75,65,382.29	6,66,863	
Cash and cash equivalents cash flow statement at end of period	2,91,16,319.63	66,81,702	60,14,839

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[200100] Notes - Share capital

Disclosure of shareholding more than five per cent in company [Table] ..(1)

Unless otherwise specified, all monetary values are in INR

Classes of share capital [Axis]	Equity shares 1 [Member]			
Name of shareholder [Axis]	Shareholder 1 [Member]		Shareholder 2 [Member]	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of shareholding more than five per cent in company [Abstract]				
Disclosure of shareholding more than five per cent in company [LineItems]				
Type of share	Equity Shares	Equity Shares	Equity Shares	Equity Shares
Name of shareholder	Arun K .Agarwal	Arun K .Agarwal	Girish Agaarwal	Girish Agaarwal
PAN of shareholder	AAVPA1874B	AAVPA1874B	ADNPA2309J	ADNPA2309J
Country of incorporation or residence of shareholder	INDIA	INDIA	INDIA	INDIA
Number of shares held in company	[shares] 8,40,000	[shares] 8,40,000	[shares] 8,40,000	[shares] 8,40,000
Percentage of shareholding in company	12.00%	12.00%	12.00%	12.00%

Disclosure of shareholding more than five per cent in company [Table] ..(2)

Unless otherwise specified, all monetary values are in INR

Classes of share capital [Axis]	Equity shares 1 [Member]			
Name of shareholder [Axis]	Shareholder 3 [Member]		Shareholder 4 [Member]	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of shareholding more than five per cent in company [Abstract]				
Disclosure of shareholding more than five per cent in company [LineItems]				
Type of share	Equity Shares	Equity Shares	Equity Shares	Equity Shares
Name of shareholder	Kamal N. Agarwal	Kamal N. Agarwal	Vimal J. Agarwal	Vimal J. Agarwal
PAN of shareholder	ABMPA1774E	ABMPA1774E	ADDPA7165N	ADDPA7165N
Country of incorporation or residence of shareholder	INDIA	INDIA	INDIA	INDIA
Number of shares held in company	[shares] 19,60,000	[shares] 19,60,000	[shares] 8,40,000	[shares] 8,40,000
Percentage of shareholding in company	28.00%	28.00%	12.00%	12.00%

Disclosure of shareholding more than five per cent in company [Table] ..(3)

Unless otherwise specified, all monetary values are in INR

Classes of share capital [Axis]	Equity shares 1 [Member]			
Name of shareholder [Axis]	Shareholder 5 [Member]		Shareholder 6 [Member]	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of shareholding more than five per cent in company [Abstract]				
Disclosure of shareholding more than five per cent in company [LineItems]				
Type of share	Equity Shares	Equity Shares	Equity Shares	Equity Shares
Name of shareholder	Anand N. Agarwal	Anand N. Agarwal	Satish K. Agarwal	Satish K. Agarwal
PAN of shareholder	AAKPA1170F	AAKPA1170F	AAMPA8503E	AAMPA8503E
Country of incorporation or residence of shareholder	INDIA	INDIA	INDIA	INDIA
Number of shares held in company	[shares] 8,40,000	[shares] 8,40,000	[shares] 8,40,000	[shares] 8,40,000
Percentage of shareholding in company	12.00%	12.00%	12.00%	12.00%

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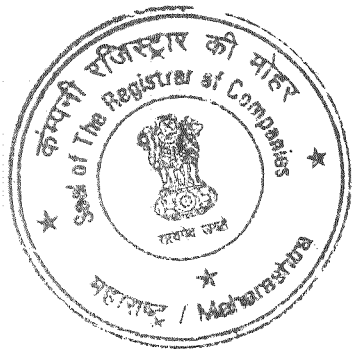
Disclosure of shareholding more than five per cent in company [Table]

..(4)

Unless otherwise specified, all monetary values are in INR

Classes of share capital [Axis]	Equity shares 1 [Member]	
Name of shareholder [Axis]	Shareholder 7 [Member]	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of shareholding more than five per cent in company [Abstract]		
Disclosure of shareholding more than five per cent in company [LineItems]		
Type of share	Equity Shares	Equity Shares
Name of shareholder	Holding under prejudice	Holding under prejudice
PAN of shareholder	FFFFF9999F	FFFFF9999F
Country of incorporation or residence of shareholder	INDIA	INDIA
Number of shares held in company	[shares] 8,40,000	[shares] 8,40,000
Percentage of shareholding in company	12.00%	12.00%



Disclosure of classes of share capital [Table] ..(1)

Unless otherwise specified, all monetary values are in INR

Classes of share capital [Axis]	Share capital [Member]			Equity shares [Member]
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016
Disclosure of classes of share capital [Abstract]				
Disclosure of classes of share capital [LineItems]				
Number of shares authorised	[shares] 2,00,00,000	[shares] 1,00,00,000		[shares] 2,00,00,000
Value of shares authorised	20,00,00,000	10,00,00,000		20,00,00,000
Number of shares issued	[shares] 70,00,000	[shares] 70,00,000		[shares] 70,00,000
Value of shares issued	7,00,00,000	7,00,00,000		7,00,00,000
Number of shares subscribed and fully paid	[shares] 70,00,000	[shares] 70,00,000		[shares] 70,00,000
Value of shares subscribed and fully paid	7,00,00,000	7,00,00,000		7,00,00,000
Number of shares subscribed but not fully paid	[shares] 0	[shares] 0		[shares] 0
Value of shares subscribed but not fully paid	0	0		0
Total number of shares subscribed	[shares] 70,00,000	[shares] 70,00,000		[shares] 70,00,000
Total value of shares subscribed	7,00,00,000	7,00,00,000		7,00,00,000
Value of shares paid-up [Abstract]				
Number of shares paid-up	[shares] 70,00,000	[shares] 70,00,000		[shares] 70,00,000
Value of shares called	7,00,00,000	7,00,00,000		7,00,00,000
Value of shares paid-up	7,00,00,000	7,00,00,000		7,00,00,000
Reconciliation of number of shares outstanding [Abstract]				
Changes in number of shares outstanding [Abstract]				
Decrease in number of shares during period [Abstract]				
Other decrease in number of shares	[shares] 0	[shares] 0		[shares] 0
Total decrease in number of shares during period	[shares] 0	[shares] 0		[shares] 0
Total increase (decrease) in number of shares outstanding	[shares] 0	[shares] 0		[shares] 0
Number of shares outstanding at end of period	[shares] 70,00,000	[shares] 70,00,000	[shares] 70,00,000	[shares] 70,00,000
Reconciliation of value of shares outstanding [Abstract]				
Changes in share capital [Abstract]				
Decrease in share capital during period [Abstract]				
Other decrease in amount of shares	0	0		0
Total decrease in share capital during period	0	0		0
Total increase (decrease) in share capital	0	0		0
Share capital at end of period	7,00,00,000	7,00,00,000	7,00,00,000	7,00,00,000
Details of application money received for allotment of securities and due for refund and interest accrued thereon [Abstract]				
Application money received for allotment of securities and due for refund and interest accrued thereon [Abstract]				
Application money received for allotment of securities and due for refund, principal	0	0		0
Application money received for allotment of securities and due for refund, interest accrued	0	0		0
Total application money received for allotment of securities and due for refund and interest accrued thereon	0	0		0

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Disclosure of classes of share capital [Table]

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Unless otherwise specified, all monetary values are in INR

Classes of share capital [Axis]	Equity shares [Member]		Equity shares 1 [Member]	
	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of classes of share capital [Abstract]				
Disclosure of classes of share capital [LineItems]				
Type of share			Equity	Equity
Number of shares authorised	[shares] 1,00,00,000		[shares] 2,00,00,000	[shares] 1,00,00,000
Value of shares authorised	10,00,00,000		20,00,00,000	10,00,00,000
Number of shares issued	[shares] 70,00,000		[shares] 70,00,000	[shares] 70,00,000
Value of shares issued	7,00,00,000		7,00,00,000	7,00,00,000
Number of shares subscribed and fully paid	[shares] 70,00,000		[shares] 70,00,000	[shares] 70,00,000
Value of shares subscribed and fully paid	7,00,00,000		7,00,00,000	7,00,00,000
Number of shares subscribed but not fully paid	[shares] 0		[shares] 0	[shares] 0
Value of shares subscribed but not fully paid	0		0	0
Total number of shares subscribed	[shares] 70,00,000		[shares] 70,00,000	[shares] 70,00,000
Total value of shares subscribed	7,00,00,000		7,00,00,000	7,00,00,000
Value of shares paid-up [Abstract]				
Number of shares paid-up	[shares] 70,00,000		[shares] 70,00,000	[shares] 70,00,000
Value of shares called	7,00,00,000		7,00,00,000	7,00,00,000
Value of shares paid-up	7,00,00,000		7,00,00,000	7,00,00,000
Par value per share			[INR/shares] 10	[INR/shares] 10
Amount per share called in case shares not fully called			[INR/shares] 0	[INR/shares] 0
Reconciliation of number of shares outstanding [Abstract]				
Changes in number of shares outstanding [Abstract]				
Decrease in number of shares during period [Abstract]				
Other decrease in number of shares	[shares] 0		[shares] 0	[shares] 0
Total decrease in number of shares during period	[shares] 0		[shares] 0	[shares] 0
Total increase (decrease) in number of shares outstanding	[shares] 0		[shares] 0	[shares] 0
Number of shares outstanding at end of period	[shares] 70,00,000	[shares] 70,00,000	[shares] 70,00,000	[shares] 70,00,000
Reconciliation of value of shares outstanding [Abstract]				
Changes in share capital [Abstract]				
Decrease in share capital during period [Abstract]				
Other decrease in amount of shares	0		0	0
Total decrease in share capital during period	0		0	0
Total increase (decrease) in share capital	0		0	0
Share capital at end of period	7,00,00,000	7,00,00,000	7,00,00,000	7,00,00,000
Details of application money received for allotment of securities and due for refund and interest accrued thereon [Abstract]				
Application money received for allotment of securities and due for refund and interest accrued thereon [Abstract]				
Application money received for allotment of securities and due for refund, principal	0		0	0
Application money received for allotment of securities and due for refund, interest accrued	0		0	0
Total application money received for allotment of securities and due for refund and interest accrued thereon	0		0	0

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Disclosure of classes of share capital [Table] ..(3)

Unless otherwise specified, all monetary values are in INR

Classes of share capital [Axis]	Equity shares 1 [Member]
	31/03/2014
Disclosure of classes of share capital [Abstract]	
Disclosure of classes of share capital [LineItems]	
Reconciliation of number of shares outstanding [Abstract]	
Number of shares outstanding at end of period	[shares] 70,00,000
Reconciliation of value of shares outstanding [Abstract]	
Share capital at end of period	7,00,00,000

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of notes on share capital explanatory [TextBlock]		
Whether there are any shareholders holding more than five per cent shares in company	Yes	Yes
Whether money raised from public offering during year	No	No

[200200] Notes - Reserves and surplus

Statement of changes in reserves [Table] ..(1)

Unless otherwise specified, all monetary values are in INR

Components of reserves [Axis]	Reserves [Member]			Surplus [Member]
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016
Statement of changes in reserves [Abstract]				
Statement of changes in reserves [LineItems]				
Changes in reserves [Abstract]				
Additions to reserves [Abstract]				
Profit (loss) for period	1,60,80,197.71	1,29,40,494		1,60,80,197.71
Other additions to reserves	0	0		0
Total additions to reserves	1,60,80,197.71	1,29,40,494		1,60,80,197.71
Deductions to reserves [Abstract]				
Other deductions to reserves	0	98,05,327		0
Total deductions to reserves	0	98,05,327		0
Total changes in reserves	1,60,80,197.71	31,35,167		1,60,80,197.71
Reserves at end of period	7,48,87,281.14	5,88,07,084	5,56,71,917	7,48,87,281.14

Statement of changes in reserves [Table] ..(2)

Unless otherwise specified, all monetary values are in INR

Components of reserves [Axis]	Surplus [Member]	
	01/04/2014 to 31/03/2015	31/03/2014
Statement of changes in reserves [Abstract]		
Statement of changes in reserves [LineItems]		
Changes in reserves [Abstract]		
Additions to reserves [Abstract]		
Profit (loss) for period	1,29,40,494	
Other additions to reserves	0	
Total additions to reserves	1,29,40,494	
Deductions to reserves [Abstract]		
Other deductions to reserves	98,05,327	
Total deductions to reserves	98,05,327	
Total changes in reserves	31,35,167	
Reserves at end of period	5,88,07,084	5,56,71,917

[200300] Notes - Borrowings

Classification of borrowings [Table] ..(1)

Unless otherwise specified, all monetary values are in INR

Classification based on time period [Axis]	Long-term [Member]			
Classification of borrowings [Axis]	Borrowings [Member]			
Subclassification of borrowings [Axis]	Secured borrowings [Member]		Unsecured borrowings [Member]	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Borrowings notes [Abstract]				
Details of borrowings [Abstract]				
Details of borrowings [LineItems]				
Borrowings	28,39,42,316.23	16,77,11,841	93,90,358	26,07,369
Nature of security [Abstract]				
Nature of security	-	-		
Details on loans guaranteed [Abstract]				
Aggregate amount of loans guaranteed by directors	0	0	0	0
Aggregate amount of loans guaranteed by others	0	0	0	0
Terms of repayment of term loans and other loans	-	-	Repayment By Demand	Repayment By Demand
Details on defaults on borrowings [Abstract]				
Outstanding amount of continuing default principal	0	0	0	0
Outstanding amount of continuing default interest	0	0	0	0

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Classification of borrowings [Table] ..(2)

Unless otherwise specified, all monetary values are in INR

Classification based on time period [Axis]	Long-term [Member]			
Classification of borrowings [Axis]	Term loans [Member]		Term loans from banks [Member]	
Subclassification of borrowings [Axis]	Secured borrowings [Member]		Secured borrowings [Member]	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Borrowings notes [Abstract]				
Details of borrowings [Abstract]				
Details of borrowings [LineItems]				
Borrowings	20,13,82,623.63	12,08,92,544	20,13,82,623.63	12,08,92,544
Nature of security [Abstract]				
Nature of security	Loan From Kotak Mahindra Bank	Loan From Kotak Mahindra Bank	Loan From Kotak Mahindra Bank	Loan From Kotak Mahindra Bank
Details of personal security given by promoters, other shareholders or other third parties, though such security does not result in classification of borrowings as secured			All the aboe mentioned Commericial loans secured by mortagage of immovable properties registered in the name of company.	All the aboe mentioned Commericial loans secured by mortagage of immovable properties registered in the name of company.
Details on loans guaranteed [Abstract]				
Aggregate amount of loans guaranteed by directors	0	0	0	0
Aggregate amount of loans guaranteed by others	0	0	0	0
Terms of repayment of term loans and other loans	Repayment in Monthly Installment	Repayment in Monthly Installment	Repayment in Monthly Installment	Repayment in Monthly Installment
Details on defaults on borrowings [Abstract]				
Outstanding amount of continuing default principal	0	0	0	0
Outstanding amount of continuing default interest	0	0	0	0

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Classification of borrowings [Table] ..(3)

Unless otherwise specified, all monetary values are in INR

Classification based on time period [Axis]	Long-term [Member]			
Classification of borrowings [Axis]	Rupee term loans from banks [Member]		Loans and advances from related parties [Member]	
Subclassification of borrowings [Axis]	Secured borrowings [Member]		Unsecured borrowings [Member]	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Borrowings notes [Abstract]				
Details of borrowings [Abstract]				
Details of borrowings [LineItems]				
Borrowings	20,13,82,623.63	12,08,92,544	93,90,358	26,07,369
Nature of security [Abstract]				
Nature of security	Loan From Kotak Mahindra Bank	Loan From Kotak Mahindra Bank		
Details of personal security given by promoters, other shareholders or other third parties, though such security does not result in classification of borrowings as secured	All the aboe mentioned Commericial loans secured by mortagage of immovable properties registered in the name of company.	All the aboe mentioned Commericial loans secured by mortagage of immovable properties registered in the name of company.		
Details on loans guaranteed [Abstract]				
Aggregate amount of loans guaranteed by directors	0	0	0	0
Aggregate amount of loans guaranteed by others	0	0	0	0
Terms of repayment of term loans and other loans	Repayment in Monthly Installment	Repayment in Monthly Installment	Repayment By Demand	Repayment By Demand
Details on defaults on borrowings [Abstract]				
Outstanding amount of continuing default principal	0	0	0	0
Outstanding amount of continuing default interest	0	0	0	0

Classification of borrowings [Table]

..(4)

Unless otherwise specified, all monetary values are in INR

Classification based on time period [Axis]	Long-term [Member]			
Classification of borrowings [Axis]	Loans and advances from directors [Member]		Other loans and advances [Member]	
Subclassification of borrowings [Axis]	Unsecured borrowings [Member]		Secured borrowings [Member]	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Borrowings notes [Abstract]				
Details of borrowings [Abstract]				
Details of borrowings [LineItems]				
Borrowings	93,90,358	26,07,369	8,25,59,692.6	4,68,19,297
Nature of security [Abstract]				
Nature of security			Secured Loans - For Fixed Assets	Secured Loans - For Fixed Assets
Details of personal security given by promoters, other shareholders or other third parties, though such security does not result in classification of borrowings as secured			All the above mentioned loans are secured by pledged of commercial vehicals registered in the name of the company.	All the above mentioned loans are secured by pledged of commercial vehicals registered in the name of the company.
Details on loans guaranteed [Abstract]				
Aggregate amount of loans guaranteed by directors	0	0	0	0
Aggregate amount of loans guaranteed by others	0	0	0	0
Terms of repayment of term loans and other loans	Repayment By Demand	Repayment By Demand	Repayment in Monthly Installment	Repayment in Monthly Installment
Details on defaults on borrowings [Abstract]				
Outstanding amount of continuing default principal	0	0	0	0
Outstanding amount of continuing default interest	0	0	0	0

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Classification of borrowings [Table] ..(5)

Unless otherwise specified, all monetary values are in INR

Classification based on time period [Axis]	Long-term [Member]		Short-term [Member]	
Classification of borrowings [Axis]	Other loans and advances, others [Member]		Borrowings [Member]	
Subclassification of borrowings [Axis]	Secured borrowings [Member]		Secured borrowings [Member]	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Borrowings notes [Abstract]				
Details of borrowings [Abstract]				
Details of borrowings [LineItems]				
Borrowings	8,25,59,692.6	4,68,19,297	12,30,89,069.12	19,94,34,133
Nature of security [Abstract]				
Nature of security	Secured Loans - For Fixed Assets	Secured Loans - For Fixed Assets	Kotak Mahindra Bank Cash Credit - 02072980000064	Kotak Mahindra Bank Cash Credit - 02072980000064
Details of personal security given by promoters, other shareholders or other third parties, though such security does not result in classification of borrowings as secured	All the above mentioned loans are secured by pledged of commercial vehicals registered in the name of the company.	All the above mentioned loans are secured by pledged of commercial vehicals registered in the name of the company.		
Details on loans guaranteed [Abstract]				
Aggregate amount of loans guaranteed by directors	0	0	0	0
Aggregate amount of loans guaranteed by others	0	0	0	0
Terms of repayment of term loans and other loans	Repayment in Monthly Installment	Repayment in Monthly Installment	Repayment In Installment	Repayment In Installment
Details on defaults on borrowings [Abstract]				
Outstanding amount of continuing default principal	0	0	0	0
Outstanding amount of continuing default interest	0	0	0	0

Classification of borrowings [Table] ..(6)

Unless otherwise specified, all monetary values are in INR

Classification based on time period [Axis]	Short-term [Member]			
Classification of borrowings [Axis]	Borrowings [Member]		Loans and advances from related parties [Member]	
Subclassification of borrowings [Axis]	Unsecured borrowings [Member]		Unsecured borrowings [Member]	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Borrowings notes [Abstract]				
Details of borrowings [Abstract]				
Details of borrowings [LineItems]				
Borrowings	3,11,54,112	2,40,79,287	36,56,126	41,16,026
Details on loans guaranteed [Abstract]				
Aggregate amount of loans guaranteed by directors	0	0	0	0
Aggregate amount of loans guaranteed by others	0	0	0	0
Terms of repayment of term loans and other loans	Repayment on demand	-	Repayment on demand	Repayment on demand
Details on defaults on borrowings [Abstract]				
Outstanding amount of continuing default principal	0	0	0	0
Outstanding amount of continuing default interest	0	0	0	0

Classification of borrowings [Table] ..(7)

Unless otherwise specified, all monetary values are in INR

Classification based on time period [Axis]	Short-term [Member]			
Classification of borrowings [Axis]	Loans and advances from others [Member]		Other loans and advances [Member]	
Subclassification of borrowings [Axis]	Unsecured borrowings [Member]		Secured borrowings [Member]	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Borrowings notes [Abstract]				
Details of borrowings [Abstract]				
Details of borrowings [LineItems]				
Borrowings	36,56,126	41,16,026	12,30,89,069.12	19,94,34,133
Nature of security [Abstract]				
Nature of security			Kotak Mahindra Bank Cash Credit - 02072980000064	Kotak Mahindra Bank Cash Credit - 02072980000064
Details on loans guaranteed [Abstract]				
Aggregate amount of loans guaranteed by directors	0	0	0	0
Aggregate amount of loans guaranteed by others	0	0	0	0
Terms of repayment of term loans and other loans	Repayment on demand	Repayment on demand	Repayment In Installment	Repayment In Installment
Details on defaults on borrowings [Abstract]				
Outstanding amount of continuing default principal	0	0	0	0
Outstanding amount of continuing default interest	0	0	0	0

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Classification of borrowings [Table] ..(8)

Unless otherwise specified, all monetary values are in INR

Classification based on time period [Axis]	Short-term [Member]			
Classification of borrowings [Axis]	Other loans and advances [Member]		Other loans and advances, others [Member]	
Subclassification of borrowings [Axis]	Unsecured borrowings [Member]		Secured borrowings [Member]	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Borrowings notes [Abstract]				
Details of borrowings [Abstract]				
Details of borrowings [LineItems]				
Borrowings	2,74,97,986	1,99,63,261	12,30,89,069.12	19,94,34,133
Nature of security [Abstract]				
Nature of security			Kotak Mahindra Bank Cash Credit - 02072980000064	Kotak Mahindra Bank Cash Credit - 02072980000064
Details on loans guaranteed [Abstract]				
Aggregate amount of loans guaranteed by directors	0	0	0	0
Aggregate amount of loans guaranteed by others	0	0	0	0
Terms of repayment of term loans and other loans	Repayment on demand	Repayment on demand	Repayment In Installment	Repayment In Installment
Details on defaults on borrowings [Abstract]				
Outstanding amount of continuing default principal	0	0	0	0
Outstanding amount of continuing default interest	0	0	0	0

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Classification of borrowings [Table] ..(9)

Unless otherwise specified, all monetary values are in INR

Classification based on time period [Axis]	Short-term [Member]	
Classification of borrowings [Axis]	Other loans and advances, others [Member]	
Subclassification of borrowings [Axis]	Unsecured borrowings [Member]	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Borrowings notes [Abstract]		
Details of borrowings [Abstract]		
Details of borrowings [LineItems]		
Borrowings	2,74,97,986	1,99,63,261
Details on loans guaranteed [Abstract]		
Aggregate amount of loans guaranteed by directors	0	0
Aggregate amount of loans guaranteed by others	0	0
Terms of repayment of term loans and other loans	Repayment on demand	Repayment on demand
Details on defaults on borrowings [Abstract]		
Outstanding amount of continuing default principal	0	0
Outstanding amount of continuing default interest	0	0

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[201000] Notes - Tangible assets

Disclosure of tangible assets [Table] ..(1)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Company total tangible assets [Member]					
Sub classes of tangible assets [Axis]	Owned and leased assets [Member]					
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Carrying amount [Member]			Gross carrying amount [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets	14,35,66,880.64	2,57,21,119		14,35,66,880.64	2,57,21,119	
Acquisitions through business combinations tangible assets	0	0		0	0	
Depreciation tangible assets	-3,84,45,178.3	-3,83,54,601				
Impairment loss recognised in profit or loss tangible assets	0	0				
Reversal of impairment loss recognised in profit or loss tangible assets	0	0				
Revaluation increase (decrease) tangible assets	0	0		0	0	
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	-11,543	92,27,552		0	92,27,552	
Total disposals tangible assets	-11,543	92,27,552		0	92,27,552	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets	0	0		0	0	
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	10,51,33,245.34	-2,18,61,034		14,35,66,880.64	1,64,93,567	
Tangible assets at end of period	26,43,70,966.34	15,92,37,721	18,10,98,755	50,63,54,281.64	36,27,87,401	34,62,93,834

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Disclosure of tangible assets [Table] **..(2)**

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Company total tangible assets [Member]					
Sub classes of tangible assets [Axis]	Owned and leased assets [Member]			Owned assets [Member]		
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Accumulated depreciation and impairment [Member]			Carrying amount [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets				14,35,66,880.64	2,57,21,119	
Acquisitions through business combinations tangible assets				0	0	
Depreciation tangible assets	3,84,45,178.3	3,83,54,601		-3,84,45,178.3	-3,83,54,601	
Impairment loss recognised in profit or loss tangible assets	0	0		0	0	
Reversal of impairment loss recognised in profit or loss tangible assets	0	0		0	0	
Revaluation increase (decrease) tangible assets				0	0	
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	11,543	0		-11,543	92,27,552	
Total disposals tangible assets	11,543	0		-11,543	92,27,552	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets				0	0	
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	3,84,33,635.3	3,83,54,601		10,51,33,245.34	-2,18,61,034	
Tangible assets at end of period	24,19,83,315.3	20,35,49,680	16,51,95,079	26,43,70,966.34	15,92,37,721	18,10,98,755

Disclosure of tangible assets [Table]

..(3)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Company total tangible assets [Member]					
Sub classes of tangible assets [Axis]	Owned assets [Member]					
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Gross carrying amount [Member]			Accumulated depreciation and impairment [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets	14,35,66,880.64	2,57,21,119				
Acquisitions through business combinations tangible assets	0	0				
Depreciation tangible assets				3,84,45,178.3	3,83,54,601	
Impairment loss recognised in profit or loss tangible assets				0	0	
Reversal of impairment loss recognised in profit or loss tangible assets				0	0	
Revaluation increase (decrease) tangible assets	0	0				
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	0	92,27,552		11,543	0	
Total disposals tangible assets	0	92,27,552		11,543	0	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets	0	0				
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	14,35,66,880.64	1,64,93,567		3,84,33,635.3	3,83,54,601	
Tangible assets at end of period	50,63,54,281.64	36,27,87,401	34,62,93,834	24,19,83,315.3	20,35,49,680	16,51,95,079

शासकीय प्राधिकारी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
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Disclosure of tangible assets [Table] ..(4)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Land [Member]					
Sub classes of tangible assets [Axis]	Owned assets [Member]					
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Carrying amount [Member]			Gross carrying amount [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets	72,00,000	0		72,00,000	0	
Acquisitions through business combinations tangible assets	0	0		0	0	
Depreciation tangible assets	0	0				
Impairment loss recognised in profit or loss tangible assets	0	0				
Reversal of impairment loss recognised in profit or loss tangible assets	0	0				
Revaluation increase (decrease) tangible assets	0	0		0	0	
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	0	0		0	0	
Total disposals tangible assets	0	0		0	0	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets	0	0		0	0	
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	72,00,000	0		72,00,000	0	
Tangible assets at end of period	5,43,29,152	4,71,29,152	4,71,29,152	5,43,29,152	4,71,29,152	4,71,29,152

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Disclosure of tangible assets [Table]

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..(5)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Land [Member]			Buildings [Member]		
Sub classes of tangible assets [Axis]	Owned assets [Member]			Owned assets [Member]		
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Accumulated depreciation and impairment [Member]			Carrying amount [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets				6,50,000	0	
Acquisitions through business combinations tangible assets				0	0	
Depreciation tangible assets	0	0		-8,18,798	-8,68,519	
Impairment loss recognised in profit or loss tangible assets	0	0		0	0	
Reversal of impairment loss recognised in profit or loss tangible assets	0	0		0	0	
Revaluation increase (decrease) tangible assets				0	0	
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	0	0		0	0	
Total disposals tangible assets	0	0		0	0	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets				0	0	
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	0	0		-1,68,798	-8,68,519	
Tangible assets at end of period	0	0	0	2,30,43,445	2,32,12,243	2,40,80,762

Disclosure of tangible assets [Table]

..(6)

Unless otherwise specifed, all monetary values are in INR

Classes of tangible assets [Axis]	Buildings [Member]					
Sub classes of tangible assets [Axis]	Owned assets [Member]					
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Gross carrying amount [Member]			Accumulated depreciation and impairment [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets	6,50,000	0				
Acquisitions through business combinations tangible assets	0	0				
Depreciation tangible assets				8,18,798	8,68,519	
Impairment loss recognised in profit or loss tangible assets				0	0	
Reversal of impairment loss recognised in profit or loss tangible assets				0	0	
Revaluation increase (decrease) tangible assets	0	0				
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	0	0		0	0	
Total disposals tangible assets	0	0		0	0	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets	0	0				
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	6,50,000	0		8,18,798	8,68,519	
Tangible assets at end of period	2,59,36,856	2,52,86,856	2,52,86,856	28,93,411	20,74,613	12,06,094

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Disclosure of tangible assets [Table]

(7)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Office building [Member]					
Sub classes of tangible assets [Axis]	Owned assets [Member]					
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Carrying amount [Member]			Gross carrying amount [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets	0	0		0	0	
Acquisitions through business combinations tangible assets	0	0		0	0	
Depreciation tangible assets	-4,61,234	-4,97,428				
Impairment loss recognised in profit or loss tangible assets	0	0				
Reversal of impairment loss recognised in profit or loss tangible assets	0	0				
Revaluation increase (decrease) tangible assets	0	0		0	0	
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	0	0		0	0	
Total disposals tangible assets	0	0		0	0	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets	0	0		0	0	
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	-4,61,234	-4,97,428		0	0	
Tangible assets at end of period	1,27,49,180	1,32,10,414	1,37,07,842	1,45,49,984	1,45,49,984	1,45,49,984

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Disclosure of tangible assets [Table]

..(8)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Office building [Member]			Factory building [Member]		
Sub classes of tangible assets [Axis]	Owned assets [Member]			Owned assets [Member]		
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Accumulated depreciation and impairment [Member]			Carrying amount [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets				6,50,000	0	
Acquisitions through business combinations tangible assets				0	0	
Depreciation tangible assets	4,61,234	4,97,428		-3,57,564	-3,71,091	
Impairment loss recognised in profit or loss tangible assets	0	0		0	0	
Reversal of impairment loss recognised in profit or loss tangible assets	0	0		0	0	
Revaluation increase (decrease) tangible assets				0	0	
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	0	0		0	0	
Total disposals tangible assets	0	0		0	0	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets				0	0	
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	4,61,234	4,97,428		2,92,436	-3,71,091	
Tangible assets at end of period	18,00,804	13,39,570	8,42,142	1,02,94,265	1,00,01,829	1,03,72,920

Disclosure of tangible assets [Table]

..(9)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Factory building [Member]					
Sub classes of tangible assets [Axis]	Owned assets [Member]					
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Gross carrying amount [Member]			Accumulated depreciation and impairment [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets	6,50,000	0				
Acquisitions through business combinations tangible assets	0	0				
Depreciation tangible assets				3,57,564	3,71,091	
Impairment loss recognised in profit or loss tangible assets				0	0	
Reversal of impairment loss recognised in profit or loss tangible assets				0	0	
Revaluation increase (decrease) tangible assets	0	0				
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	0	0		0	0	
Total disposals tangible assets	0	0		0	0	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets	0	0				
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	6,50,000	0		3,57,564	3,71,091	
Tangible assets at end of period	1,13,86,872	1,07,36,872	1,07,36,872	10,92,607	7,35,043	3,63,952

शासकीय प्राधिकारी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
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Disclosure of tangible assets [Table] ..(10)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Furniture and fixtures [Member]					
Sub classes of tangible assets [Axis]	Owned assets [Member]					
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Carrying amount [Member]			Gross carrying amount [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets	0	30,240		0	30,240	
Acquisitions through business combinations tangible assets	0	0		0	0	
Depreciation tangible assets	-47,790	-54,846				
Impairment loss recognised in profit or loss tangible assets	0	0				
Reversal of impairment loss recognised in profit or loss tangible assets	0	0				
Revaluation increase (decrease) tangible assets	0	0		0	0	
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	0	7,98,744		0	7,98,744	
Total disposals tangible assets	0	7,98,744		0	7,98,744	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets	0	0		0	0	
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	-47,790	-8,23,350		0	-7,68,504	
Tangible assets at end of period	3,06,023	3,53,813	11,77,163	9,49,935	9,49,935	17,18,439

Disclosure of tangible assets [Table]

..(11)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Furniture and fixtures [Member]			Vehicles [Member]		
Sub classes of tangible assets [Axis]	Owned assets [Member]			Owned assets [Member]		
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Accumulated depreciation and impairment [Member]			Carrying amount [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets				13,50,15,250.64	2,52,54,591	
Acquisitions through business combinations tangible assets				0	0	
Depreciation tangible assets	47,790	54,846		-3,71,47,251.3	-3,68,45,106	
Impairment loss recognised in profit or loss tangible assets	0	0		0	0	
Reversal of impairment loss recognised in profit or loss tangible assets	0	0		0	0	
Revaluation increase (decrease) tangible assets				0	0	
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	0	0		-11,543	78,44,474	
Total disposals tangible assets	0	0		-11,543	78,44,474	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets				0	0	
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	47,790	54,846		9,78,79,542.34	-1,94,34,989	
Tangible assets at end of period	6,43,912	5,96,122	5,41,276	18,47,83,868.34	8,69,04,326	10,63,39,315

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Disclosure of tangible assets [Table]

..(12)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Vehicles [Member]					
Sub classes of tangible assets [Axis]	Owned assets [Member]					
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Gross carrying amount [Member]			Accumulated depreciation and impairment [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets	13,50,15,250.64	2,52,54,591				
Acquisitions through business combinations tangible assets	0	0				
Depreciation tangible assets				3,71,47,251.3	3,68,45,106	
Impairment loss recognised in profit or loss tangible assets				0	0	
Reversal of impairment loss recognised in profit or loss tangible assets				0	0	
Revaluation increase (decrease) tangible assets	0	0				
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	0	78,44,474		11,543	0	
Total disposals tangible assets	0	78,44,474		11,543	0	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets	0	0				
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	13,50,15,250.64	1,74,10,117		3,71,35,708.3	3,68,45,106	
Tangible assets at end of period	42,03,84,986.64	28,53,69,736	26,79,59,619	23,56,01,118.3	19,84,65,410	16,16,20,304

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शासकीय प्राधिकरी को उपलब्ध करवाई केवल शासकीय प्रयोग के लिए
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Disclosure of tangible assets [Table] ..(13)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Aircrafts helicopters [Member]					
Sub classes of tangible assets [Axis]	Owned assets [Member]					
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Carrying amount [Member]			Gross carrying amount [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets	12,42,97,108.9	0		12,42,97,108.9	0	
Acquisitions through business combinations tangible assets	0	0		0	0	
Depreciation tangible assets	-28,16,746	0				
Impairment loss recognised in profit or loss tangible assets	0	0				
Reversal of impairment loss recognised in profit or loss tangible assets	0	0				
Revaluation increase (decrease) tangible assets	0	0		0	0	
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	0	0		0	0	
Total disposals tangible assets	0	0		0	0	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets	0	0		0	0	
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	12,14,80,362.9	0		12,42,97,108.9	0	
Tangible assets at end of period	12,14,80,362.9	0	0	12,42,97,108.9	0	0

Disclosure of tangible assets [Table]

..(14)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Aircrafts helicopters [Member]			Motor vehicles [Member]		
Sub classes of tangible assets [Axis]	Owned assets [Member]			Owned assets [Member]		
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Accumulated depreciation and impairment [Member]			Carrying amount [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets				1,07,18,141.74	2,52,54,591	
Acquisitions through business combinations tangible assets				0	0	
Depreciation tangible assets	28,16,746	0		-3,43,30,505.3	-3,68,45,106	
Impairment loss recognised in profit or loss tangible assets	0	0		0	0	
Reversal of impairment loss recognised in profit or loss tangible assets	0	0		0	0	
Revaluation increase (decrease) tangible assets				0	0	
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	0	0		-11,543	78,44,474	
Total disposals tangible assets	0	0		-11,543	78,44,474	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets				0	0	
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	28,16,746	0		-2,36,00,820.56	-1,94,34,989	
Tangible assets at end of period	28,16,746	0	0	6,33,03,505.44	8,69,04,326	10,63,39,315

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Disclosure of tangible assets [Table]

..(15)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Motor vehicles [Member]					
Sub classes of tangible assets [Axis]	Owned assets [Member]					
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Gross carrying amount [Member]			Accumulated depreciation and impairment [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets	1,07,18,141.74	2,52,54,591				
Acquisitions through business combinations tangible assets	0	0				
Depreciation tangible assets				3,43,30,505.3	3,68,45,106	
Impairment loss recognised in profit or loss tangible assets				0	0	
Reversal of impairment loss recognised in profit or loss tangible assets				0	0	
Revaluation increase (decrease) tangible assets	0	0				
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	0	78,44,474		11,543	0	
Total disposals tangible assets	0	78,44,474		11,543	0	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets	0	0				
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	1,07,18,141.74	1,74,10,117		3,43,18,962.3	3,68,45,106	
Tangible assets at end of period	29,60,87,877.74	28,53,69,736	26,79,59,619	23,27,84,372.3	19,84,65,410	16,16,20,304

Disclosure of tangible assets [Table]

..(16)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Office equipment [Member]					
Sub classes of tangible assets [Axis]	Owned assets [Member]					
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Carrying amount [Member]			Gross carrying amount [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets	3,94,387	98,700		3,94,387	98,700	
Acquisitions through business combinations tangible assets	0	0		0	0	
Depreciation tangible assets	-2,16,506	-2,07,825				
Impairment loss recognised in profit or loss tangible assets	0	0				
Reversal of impairment loss recognised in profit or loss tangible assets	0	0				
Revaluation increase (decrease) tangible assets	0	0		0	0	
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	0	3,21,965		0	3,21,965	
Total disposals tangible assets	0	3,21,965		0	3,21,965	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets	0	0		0	0	
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	1,77,881	-4,31,090		3,94,387	-2,23,265	
Tangible assets at end of period	14,55,482	12,77,601	17,08,691	23,17,604	19,23,217	21,46,482

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Disclosure of tangible assets [Table] ..(17)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Office equipment [Member]			Computer equipments [Member]		
Sub classes of tangible assets [Axis]	Owned assets [Member]			Owned assets [Member]		
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Accumulated depreciation and impairment [Member]			Carrying amount [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets				3,07,243	3,37,588	
Acquisitions through business combinations tangible assets				0	0	
Depreciation tangible assets	2,16,506	2,07,825		-2,14,833	-3,78,305	
Impairment loss recognised in profit or loss tangible assets	0	0		0	0	
Reversal of impairment loss recognised in profit or loss tangible assets	0	0		0	0	
Revaluation increase (decrease) tangible assets				0	0	
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	0	0		0	2,62,369	
Total disposals tangible assets	0	0		0	2,62,369	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets				0	0	
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	2,16,506	2,07,825		92,410	-3,03,086	
Tangible assets at end of period	8,62,122	6,45,616	4,37,791	4,52,996	3,60,586	6,63,672

Disclosure of tangible assets [Table]

..(18)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Computer equipments [Member]					
Sub classes of tangible assets [Axis]	Owned assets [Member]					
Carrying amount accumulated depreciation and gross carrying amount [Axis]	Gross carrying amount [Member]			Accumulated depreciation and impairment [Member]		
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of tangible assets [Abstract]						
Disclosure of tangible assets [LineItems]						
Reconciliation of changes in tangible assets [Abstract]						
Changes in tangible assets [Abstract]						
Additions other than through business combinations tangible assets	3,07,243	3,37,588				
Acquisitions through business combinations tangible assets	0	0				
Depreciation tangible assets				2,14,833	3,78,305	
Impairment loss recognised in profit or loss tangible assets				0	0	
Reversal of impairment loss recognised in profit or loss tangible assets				0	0	
Revaluation increase (decrease) tangible assets	0	0				
Disposals tangible assets [Abstract]						
Disposals tangible assets through demergers	0	0		0	0	
Disposals tangible assets, others	0	2,62,369		0	0	
Total disposals tangible assets	0	2,62,369		0	0	
Other adjustments tangible assets [Abstract]						
Increase (decrease) through net exchange differences tangible assets	0	0				
Other adjustments tangible assets, others	0	0		0	0	
Total other adjustments tangible assets	0	0		0	0	
Total changes in tangible assets	3,07,243	75,219		2,14,833	3,78,305	
Tangible assets at end of period	24,35,748	21,28,505	20,53,286	19,82,752	17,67,919	13,89,614

Disclosure of additional information tangible assets [Table]

..(1)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Company total tangible assets [Member]		Land [Member]		Furniture and fixtures [Member]	
Sub classes of tangible assets [Axis]	Owned assets [Member]		Owned assets [Member]		Owned assets [Member]	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of additional information tangible assets [Abstract]						
Disclosure of additional information tangible assets [LineItems]						
Depreciation method tangible assets	straight line method	straight line method	straight line method	straight line method	straight line method	straight line method
Useful lives or depreciation rates tangible assets	-	-	0	0	0.0633	0.0633

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Disclosure of additional information tangible assets [Table] ..(2)

Unless otherwise specified, all monetary values are in INR

Classes of tangible assets [Axis]	Motor vehicles [Member]		Office equipment [Member]		Computer equipments [Member]	
Sub classes of tangible assets [Axis]	Owned assets [Member]		Owned assets [Member]		Owned assets [Member]	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of additional information tangible assets [Abstract]						
Disclosure of additional information tangible assets [LineItems]						
Depreciation method tangible assets	straight line method	straight line method	straight line method	straight line method	straight line method	straight line method
Useful lives or depreciation rates tangible assets	0.1583	0.1583	0.19	0.19	0.3167	0.3167

[201100] Notes - Intangible assets

Disclosure of intangible assets [Table] ..(1)

Unless otherwise specified, all monetary values are in INR

Classes of intangible assets [Axis]	Company total intangible assets [Member]	
Sub classes of intangible assets [Axis]	Internally generated and other than internally generated intangible assets [Member]	
Carrying amount accumulated amortization and impairment and gross carrying amount [Axis]	Carrying amount [Member]	
	31/03/2016	31/03/2015
Disclosure of intangible assets [Abstract]		
Disclosure of intangible assets [LineItems]		
Reconciliation of changes in intangible assets [Abstract]		
Intangible assets at end of period	0	0

[200400] Notes - Non-current investments

Details of non-current investments [Table] ..(1)

Unless otherwise specified, all monetary values are in INR

Classification of non-current investments [Axis]	Column 1		Column 2	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Non-current investments [Abstract]				
Disclosure of details of non-current investments [Abstract]				
Details of non-current investments [LineItems]				
Type of non-current investments	Investment in other Indian companies equity instruments	Investment in other Indian companies equity instruments	Investment in other Indian companies equity instruments	Investment in other Indian companies equity instruments
Class of non-current investments	Other investments	Other investments	Other investments	Other investments
Nature of non-current investments	Equity Securities	Equity Securities	Equity Securities	Equity Securities
Non-current investments	9,330	9,330	3,500	3,500
Name of body corporate in whom investment has been made	Kalupur Commercial Co-op Bank Ltd	Kalupur Commercial Co-op Bank Ltd	Vardhman Enterprises Ltd	Vardhman Enterprises Ltd

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Details of non-current investments [Table]

..(2)

Unless otherwise specified, all monetary values are in INR

Classification of non-current investments [Axis]	Column 3		Column 4	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Non-current investments [Abstract]				
Disclosure of details of non-current investments [Abstract]				
Details of non-current investments [LineItems]				
Type of non-current investments	Investment property	Investment property	Investment property	Investment property
Class of non-current investments	Other investments	Other investments	Other investments	Other investments
Nature of non-current investments	Property	Property	Property	Property
Non-current investments	3,84,91,500	3,84,91,500	3,84,91,500	3,84,91,500
Name of body corporate in whom investment has been made	Kalpataru Pinnacle No 143	Kalpataru Pinnacle No 143	Kalpataru Pinnacle No 153	Kalpataru Pinnacle No 153

Details of non-current investments [Table]

..(3)

Unless otherwise specified, all monetary values are in INR

Classification of non-current investments [Axis]	Column 5	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Non-current investments [Abstract]		
Disclosure of details of non-current investments [Abstract]		
Details of non-current investments [LineItems]		
Type of non-current investments	Investment property	Investment property
Class of non-current investments	Other investments	Other investments
Nature of non-current investments	Property	Property
Non-current investments	3,84,91,500	3,84,91,500
Name of body corporate in whom investment has been made	Kalpataru Pinnacle No 233	Kalpataru Pinnacle No 233

Unless otherwise specified, all monetary values are in INR

	31/03/2016	31/03/2015
Disclosure of notes on non-current investments explanatory [TextBlock]		
Aggregate amount of quoted non-current investments	0	0
Market value of quoted non-current investments	0	0
Aggregate amount of unquoted non-current investments	11,54,87,330	11,54,87,330
Aggregate provision for diminution in value of non-current investments	0	0

[200600] Notes - Subclassification and notes on liabilities and assets

Disclosure of breakup of provisions [Table]

..(1)

Unless otherwise specified, all monetary values are in INR

Classification based on time period [Axis]	Long-term [Member]		Short-term [Member]	
	31/03/2016	31/03/2015	31/03/2016	31/03/2015
Subclassification and notes on liabilities and assets [Abstract]				
Provisions notes [Abstract]				
Disclosure of breakup of provisions [Abstract]				
Disclosure of breakup of provisions [LineItems]				
Provisions [Abstract]				
Provision for statutory liabilities	0	0	52,43,409	53,89,927
CSR expenditure provision	0	0	0	0
Other provisions	1,14,05,149	78,15,291	0	0
Total provisions	1,14,05,149	78,15,291	52,43,409	53,89,927

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Loans and advances [Table] ..(1)

Unless otherwise specified, all monetary values are in INR

Classification based on time period [Axis]	Long-term [Member]			
Classification of loans and advances [Axis]	Loans and advances [Member]		Security deposits [Member]	
Classification of assets based on security [Axis]	Unsecured considered good [Member]		Unsecured considered good [Member]	
	31/03/2016	31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Subclassification and notes on liabilities and assets [Abstract]				
Loans and advances notes [Abstract]				
Loans and advances [Abstract]				
Disclosure of loans and advances [LineItems]				
Loans and advances, gross	1,39,22,960.53	98,22,623	1,39,22,960.53	98,22,623
Allowance for bad and doubtful loans and advances	0	0	0	0
Loans and advances	1,39,22,960.53	98,22,623	1,39,22,960.53	98,22,623
Nature of other loans and advances			Other Security Deposits	Other Security Deposits
Details of loans and advances due by directors, other officers or others [Abstract]				
Loans and advances due by directors	0	0	0	0
Loans and advances due by other officers	0	0	0	0
Loans and advances due by others	0	0	0	0
Total loans and advances due by directors, other officers or others	0	0	0	0
Details of loans and advances due by firms or companies in which any director is partner or director [Abstract]				
Loans and advances due by firms in which any director is partner	0	0	0	0
Loans and advances due by private companies in which any director is director	0	0	0	0
Loans and advances due by private companies in which any director is member	0	0	0	0
Total loans and advances due by firms or companies in which any director is partner or director	0	0	0	0

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Loans and advances [Table]

..(2)

Unless otherwise specified, all monetary values are in INR

Classification based on time period [Axis]	Short-term [Member]			
Classification of loans and advances [Axis]	Loans and advances [Member]		Loans advances given employees [Member]	
Classification of assets based on security [Axis]	Unsecured considered good [Member]		Unsecured considered good [Member]	
	31/03/2016	31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Subclassification and notes on liabilities and assets [Abstract]				
Loans and advances notes [Abstract]				
Loans and advances [Abstract]				
Disclosure of loans and advances [LineItems]				
Loans and advances, gross	1,15,27,369	62,07,245	21,08,260	21,46,665
Allowance for bad and doubtful loans and advances	0	0	0	
Loans and advances	1,15,27,369	62,07,245	21,08,260	21,46,665
Nature of other loans and advances			SHORT TERM LOANS TO EMPLOYEES	SHORT TERM LOANS TO EMPLOYEES
Details of loans and advances due by directors, other officers or others [Abstract]				
Loans and advances due by directors	0	0	0	0
Loans and advances due by other officers	0	0	0	0
Loans and advances due by others	0	0	0	0
Total loans and advances due by directors, other officers or others	0	0	0	0
Details of loans and advances due by firms or companies in which any director is partner or director [Abstract]				
Loans and advances due by firms in which any director is partner	0	0	0	0
Loans and advances due by private companies in which any director is director	0	0	0	0
Loans and advances due by private companies in which any director is member	0	0	0	0
Total loans and advances due by firms or companies in which any director is partner or director	0	0	0	0

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Loans and advances [Table] ..(3)

Unless otherwise specified, all monetary values are in INR

Classification based on time period [Axis]	Short-term [Member]			
Classification of loans and advances [Axis]	Other loans and advances [Member]		Other loans and advances, others [Member]	
Classification of assets based on security [Axis]	Unsecured considered good [Member]		Unsecured considered good [Member]	
	31/03/2016	31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Subclassification and notes on liabilities and assets [Abstract]				
Loans and advances notes [Abstract]				
Loans and advances [Abstract]				
Disclosure of loans and advances [LineItems]				
Loans and advances, gross	94,19,109	40,60,580	94,19,109	40,60,580
Allowance for bad and doubtful loans and advances	0	0	0	0
Loans and advances	94,19,109	40,60,580	94,19,109	40,60,580
Nature of other loans and advances			Other Short Term Loans & Advances	Other Short Term Loans & Advances
Details of loans and advances due by directors, other officers or others [Abstract]				
Loans and advances due by directors	0	0	0	0
Loans and advances due by other officers	0	0	0	0
Loans and advances due by others	0	0	0	0
Total loans and advances due by directors, other officers or others	0	0	0	0
Details of loans and advances due by firms or companies in which any director is partner or director [Abstract]				
Loans and advances due by firms in which any director is partner	0	0	0	0
Loans and advances due by private companies in which any director is director	0	0	0	0
Loans and advances due by private companies in which any director is member	0	0	0	0
Total loans and advances due by firms or companies in which any director is partner or director	0	0	0	0

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Subclassification of trade receivables [Table]

..(1)

Unless otherwise specified, all monetary values are in INR

Classification of assets based on security [Axis]	Classification of assets based on security [Member]		Unsecured considered good [Member]	
	31/03/2016	31/03/2015	31/03/2016	31/03/2015
Subclassification and notes on liabilities and assets [Abstract]				
Trade receivables notes [Abstract]				
Trade receivables [Abstract]				
Subclassification of trade receivables [Abstract]				
Subclassification of trade receivables [LineItems]				
Breakup of trade receivables [Abstract]				
Trade receivables, gross	34,94,35,581.56	31,34,54,402	34,94,35,581.56	31,34,54,402
Allowance for bad and doubtful debts	0	0	0	0
Total trade receivables	34,94,35,581.56	31,34,54,402	34,94,35,581.56	31,34,54,4
Details of trade receivables due by directors, other officers or others [Abstract]				
Trade receivables due by directors			0	0
Trade receivables due by other officers			0	0
Trade receivables due by others			0	0
Total trade receivables due by directors, other officers or others			0	0
Details of trade receivables due by firms or companies in which any director is partner or director [Abstract]				
Trade receivables due by firms in which any director is partner			0	0
Trade receivables due by private companies in which any director is director			0	0
Trade receivables due by private companies in which any director is member			0	0
Total trade receivables due by firms or companies in which any director is partner or director			0	0

Classification of inventories [Table]

..(1)

Unless otherwise specified, all monetary values are in INR

Classification of inventories [Axis]	Company total inventories [Member]	
	31/03/2016	31/03/2015
Subclassification and notes on liabilities and assets [Abstract]		
Inventories notes [Abstract]		
Inventories [Abstract]		
Classification of inventories [Abstract]		
Details of inventories [LineItems]		
Inventories	0	0

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of subclassification and notes on liabilities and assets explanatory [TextBlock]			
Trade payables, long-term	0	0	
Total other long-term liabilities	0	0	
Nature of other provisions	Deffered Tax Payable	Deffered Tax Payable	
Interest accrued but not due on borrowings	0	0	
Interest accrued and due on borrowings	0	0	
Interest accrued but not due on public deposits	0	0	
Interest accrued and due on public deposits	0	0	
Debentures claimed but not paid	0	0	
Unpaid dividends	0	0	
Application money received for allotment of securities and due for refund, principal	0	0	
Unpaid matured deposits and interest accrued thereon	0	0	
Unpaid matured debentures and interest accrued thereon	0	0	
Public deposit payable, current	0	0	
Current liabilities portion of share application money pending allotment	0	0	
Other current liabilities, others	5,56,96,317.59	17,98,590	
Total other current liabilities	5,56,96,317.59	17,98,590	
Aggregate amount of trade receivables outstanding for period exceeding six months	0	0	
Fixed deposits with banks	0	0	
Other deposits with banks	21,80,769	32,24,366	
Other balances with banks	2,46,00,731.81	17,76,861	
Total balance with banks	2,67,81,500.81	50,01,227	
Cash on hand	23,34,818.82	16,80,475	
Total cash and cash equivalents	2,91,16,319.63	66,81,702	60,14,839
Total cash and bank balances	2,91,16,319.63	66,81,702	
Total balances held with banks to extent held as margin money or security against borrowings, guarantees or other commitments	0	0	
Bank deposits with more than twelve months maturity	0	0	
Other current assets, others	1,56,34,307.78	66,91,459	
Total other current assets	1,56,34,307.78	66,91,459	
Nature of other current assets	Payment of Taxes	Payment of Taxes	

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[200700] Notes - Additional disclosures on balance sheet

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of additional balance sheet notes explanatory [TextBlock]		
Total contingent liabilities and commitments	0	0
Amount of dividends proposed to be distributed to equity shareholders	0	0
Amount of per share dividend proposed to be distributed to equity shareholders	[INR/shares] 0	[INR/shares] 0
Deposits accepted or renewed during period	0	0
Deposits matured and claimed but not paid during period	0	0
Deposits matured and claimed but not paid	0	0
Deposits matured but not claimed	0	[illegible]
Interest on deposits accrued and due but not paid	0	0
Share application money received during year	0	0
Share application money paid during year	0	0
Amount of share application money received back during year	0	0
Amount of share application money repaid returned back during year	0	0
Number of person share application money paid during year	[pure] 0	[pure] 0
Number of person share application money received during year	[pure] 0	[pure] 0
Number of person share application money paid as at end of year	[pure] 0	[pure] 0
Number of person share application money received as at end of year	[pure] 0	[pure] 0
Whether maintenance of cost records by company has been mandated under Companies (Cost Records and Audit) Rules, 2014	No	No
Unclaimed share application refund money	0	0
Unclaimed matured debentures	0	0
Unclaimed matured deposits	0	0
Interest unclaimed amount	0	0
Number of warrants converted into equity shares during period	[pure] 0	[pure] 0
Number of warrants converted into preference shares during period	[pure] 0	[pure] 0
Number of warrants converted into debentures during period	[pure] 0	[pure] 0
Number of warrants issued during period (in foreign currency)	[pure] 0	[pure] 0
Number of warrants issued during period (INR)	[pure] 0	[pure] 0

[200800] Notes - Disclosure of accounting policies, changes in accounting policies and estimates

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of accounting policies, change in accounting policies and changes in estimates explanatory [TextBlock]	Textual information (3) [See below]	Textual information (4) [See below]

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Textual information (3)

Disclosure of accounting policies, change in accounting policies and changes in estimates explanatory [Text Block]
SUPREME TRANSPORT ORGANISATION PVT LTD

(Accounting Year 2015–16)

Schedule 'W' Significant Accounting Policies & Notes on Account

A. Significant Accounting Policies

शासकीय प्राधिकरी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
ISSUED TO THE GOVERNMENT AUTHORITY STRICTLY FOR OFFICIAL USE

1. Basis of accounting and preparation of financial statements :

a. These financial statements have been prepared in accordance with the generally accepted accounting principles in India under the historical cost convention on accrual basis. Pursuant to Section 133 of the Companies Act, 2013, read with Rule 7 of the Companies (Accounts) Rules, 2014 till the Standards of Accounting or any addendum thereto are prescribed by Central Government in consultation and recommendation of the National Financial Reporting Authority, the existing Accounting Standards notified under the Companies Act, 1956 shall continue to apply. Consequently, these financial statements have been prepared to comply in all material aspects with the accounting standards notified under section 211(3C) [Companies (Accounting Standards) Rules, 2006, as amended] and other relevant provisions of the Companies Act, 2013.

All assets and liabilities have been classified as current or non-current as per the Company's operating cycle and other criteria set out in the Schedule III to companies Act, 2013. Based on the nature of products and the time between the acquisition of assets for processing and their realization in cash and cash equivalents, the Company has ascertained its operating cycle as twelve months for the purpose of current non-current classification of assets and liabilities.

b. The preparation of accounting statements in conformity with GAAP requires the management to make assumption and estimates the affect the reported amounts of assets and liabilities and disclosure of contingent liabilities as at the date of the financial statement and the amounts of income and expenses during the period reported under the financial statements. Any revision to the accounting estimates are recognized prospectively when revised.

2. Revenue Recognition

All items of Income & Expenditure are recognized on accrual basis.

3. Tangible Fixed Assets and Depreciation :

Tangible Fixed assets are stated at cost net of accumulated depreciation. Consequent to the enactment of the Companies Act, 2013 ('the Act') and its applicability for the accounting periods commencing from 1st April, 2014 the Company has adopted the useful life of assets as prescribed in Schedule II of the Act. Depreciation is provided on pro-rata basis on the straight line method over the useful life of assets.

4. Intangible Fixed Assets

a. Expenditure on technical know-how is amortised over the lower of the contract period and the period as per Accounting Standard (AS) 26 – Intangible Assets.

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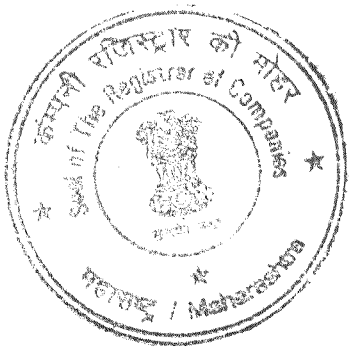
b. Expenditure on application software is amortised over a period of three years.



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SUPREME TRANSPORT ORGANISATION PVT LTD

(Accounting Year 2015–16)

* 2 *

6. Borrowing costs

General and specific borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale. All other borrowing costs are recognized in Statement of Profit and Loss in the period in which they are incurred .

7. E arnings per share

Basic earnings per share is calculated by dividing the net profit or loss for the period attributable to equity shareholders (after deducting attributable taxes) by the weighted average number of equity shares outstanding during the year.

For the purpose of calculating diluted earnings per share, the net profit or loss for the period attributable to equity shareholders and the weighted average number of shares outstanding during the period are adjusted for the effects of all dilutive potential equity shares.

8. Taxation

Tax expenses comprises current and deferred tax. Current tax is measured at the amount expected to be paid to the tax authorities in accordance with the Income Tax Act, 1961. Deferred tax reflects the impact of current year timing differences between taxable income and accounting income for the year and reversal of timing differences of earlier years. Deferred tax is measured based on the tax rate and tax laws enacted or substantially enacted at the Balance Sheet date.

Deferred tax assets other than on carried forward losses and unabsorbed depreciation are recognized only to the extent that there is reasonable certainty that sufficient future taxable income will be available against which such deferred tax assets can be realized.

Deferred tax assets on account of carried forward losses and unabsorbed depreciation are recognized only to the extent that there is virtual certainty supported by convincing evidence that sufficient future taxable income will be available against which such deferred tax assets can be realized. Deferred tax assets are reviewed at each balance sheet date for their realisability.

Minimum Alternative Tax (MAT) Credit is recognized as an asset only when and to the extent there is convincing evidence that the Company will pay normal income tax during the specified period. Such asset is reviewed at each Balance Sheet date and the carrying amount of the MAT credit/asset is written down to the extent there is no longer a convincing evidence to the effect that the Company will pay normal tax during the specified period

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9. Accounting for provisions, contingent liabilities and contingent assets

Provision involving substantial degree of estimates in measurement is recognized when there is a present obligation as a result of past events and it is probable that there will be an outflow of resources. A disclosure for contingent liability is made when there is a possible obligation on present obligations that may, but probably will not, require an outflow of resources. Contingent assets are neither recognized nor disclosed in the financial statements.

शासकीय प्राधिकारी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
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Textual information (4)

Disclosure of accounting policies, change in accounting policies and changes in estimates explanatory [Text Block]

Schedule 'X' Significant Accounting Policies & Notes on Accounts

A. Significant Accounting Policies

1. Basis of accounting and preparation of financial statements :

a. These financial statements have been prepared in accordance with the generally accepted accounting principles in India under the historical cost convention on accrual basis. Pursuant to Section 133 of the Companies Act, 2013, read with Rule 7 of the Companies (Accounts) Rules, 2014, till the Standards of Accounting or any addendum thereto are prescribed by Central Government in consultation and recommendation of the National Financail Reporting Authority, the existing Accounting Standards notified under the Companies Act, 1956 shall continue to apply. Consequently, these financial statements have been prepared to comply in all material aspects with the accounting standards notified under section 211(3C) [Companies (Accounting Standards) Rules, 2006, as amended] and other relevant provisions of the Companies Act, 2013. All assets and liabilities have been classified as current or non-current as per the Company's operating cycle and other criteria set out in the Schedule III to companies Act, 2013. Based on the nature of products and the time between the acquisition of assets for processing and their realization in cash and cash equivalents, the Company has ascertained its operating cycle as twelve months for the purpose of current non-current classification of assets and liabilities.

b. The preparation of accounting statements in conformity with GAAP requires the management to make assumption and estimates the affect the reported amounts of assets and liabilities and disclosure of contingent liabilities as at the date of the financial statement and the amounts of income and expenses during the period reported under the financial statements. Any revision to the accounting estimates are recognized prospectively when revised.

2. Revenue Recognition

All items of Income & Expenditure are recognized on accrual basis.

3. Tangible Fixed Assets and Depreciation :

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Tangible Fixed assets are stated at cost net of accumulated depreciation. Consequent to the enactment of the Companies Act, 2013 ('the Act') and its applicability for the accounting periods commencing from 1st April, 2014 the Company has adopted the useful life of assets as prescribed in Schedule II of the Act. Depreciation is provided on pro-rata basis on the straight line method over the useful life of assets. In case of assets acquired prior to 1st April, 2014 the carrying value (net of residual value) is depreciated over remaining useful life determined based on above.

4. Intangible Fixed Assets

a. Expenditure on technical know-how is amortised over the lower of the contract period and the period as per Accounting Standard (AS) 26 – Intangible Assets.

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Expenditure on application software is amortised over a period of three years.

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6. Borrowing costs

General and specific borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale. All other borrowing costs are recognized in Statement of Profit and Loss in the period in which they are incurred .

7. E arnings per share

Basic earnings per share is calculated by dividing the net profit or loss for the period attributable to equity shareholders (after deducting attributable taxes) by the weighted average number of equity shares outstanding during the year.

SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED Standalone Financial Statements for period 01/04/2014 to 31/03/2015

For the purpose of calculating diluted earnings per share, the net profit or loss for the period attributable to equity shareholders and the weighted

average number of shares outstanding during the period are adjusted for the effects of all dilutive potential equity shares.

8. Taxation

Tax expenses comprises current and deferred tax. Current tax is measured at the amount expected to be paid to the tax authorities in accordance with the Income Tax Act, 1961. Deferred tax reflects the impact of current year timing differences between taxable income and accounting income for the year and reversal of timing differences of earlier years. Deferred tax is measured based on the tax rate and tax laws enacted or substantially enacted at the Balance Sheet date.

Deferred tax assets other than on carried forward losses and unabsorbed depreciation are recognized only to the extent that there is reasonable certainty that sufficient future taxable income will be available against which such deferred tax assets can be realized.

Deferred tax assets on account of carried forward losses and unabsorbed depreciation are recognized only to the extent that there is virtual certainty supported by convincing evidence that sufficient future taxable income will be available against which such deferred tax assets can be realized. Deferred tax assets are reviewed at each balance sheet date for their realisability.

Minimum Alternative Tax (MAT) Credit is recognized as an asset only when and to the extent there is convincing evidence that the Company will pay normal income tax during the specified period. Such asset is reviewed at each Balance Sheet date and the carrying amount of the MAT credit/asset is written down to the extent there is no longer a convincing evidence to the effect that the Company will pay normal tax during the specified period.

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9. Accounting for provisions, contingent liabilities and contingent assets

Provision involving substantial degree of estimates in measurement is recognized when there is a present obligation as a result of past events and it is probable that there will be an outflow of resources. A disclosure for contingent liability is made when there is a possible obligation on present obligations that may, but probably will not, require an outflow of resources. Contingent assets are neither recognized nor disclosed in the financial statements.

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Textual information (4)

Disclosure of accounting policies, change in accounting policies and changes in estimates explanatory [Text Block]

Disclosure of accounting policies, change in accounting policies and changes in estimates explanatory [Text Block]

A. SIGNIFICANT ACCOUNTING POLICIES

1. BASIS OF PREPARATION OF FINANCIAL STATEMENTS :

a. The financial statement have been prepared under the historical cost convention in accordance with the generally accepted accounting policies.

b. Accounting Policies are not specifically referred to otherwise are consistent and in accordance with the generally accepted accounting policies.

2. METHOD OF ACCOUNTING :

The Company follows the mercantile system of accounting and recognises income and expenditure on accrual basis unless stated otherwise.

3. FIXED ASSETS :

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Fixed assets are stated at cost of acquisition less depreciation.

4. DEPRICIATION :

Depreciation is provided on SLM method in accordance with Schedule XIV of the Companies Act, 1956. Prorata depreciation is provided

on assets purchased / installed during the year. Asset costing less than 5,000/- or less is written off in the year of purchase /installation.

5. DEFERRED TAX :

Deferred Tax assets/ liabilities is recognised , subject to consideration of prudence, on timing difference that originates in one period and are

capable of reversal in one or more subsequent periods.

[201700] Notes - Government grants

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of notes on government grants explanatory [TextBlock]		
Capital subsidies or grants received from government authorities	0	0
Revenue subsidies or grants received from government authorities	0	0

[201200] Notes - Employee benefits

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016
Disclosure of employee benefits explanatory [TextBlock]	NIL

शासकीय प्राधिकरण को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
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[201600] Notes - Related party

Disclosure of relationship and transactions between related parties [Table] ..(1)

Unless otherwise specified, all monetary values are in INR

Categories of related parties [Axis]	Column 1		Column 2	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of relationship and transactions between related parties [Abstract]				
Disclosure of relationship and transactions between related parties [LineItems]				
Name of related party	Kamal Agarwal	Kamal Agarwal	Arun Agarwal	Arun Agarwal
Country of incorporation or residence of related party	INDIA	INDIA	INDIA	INDIA
Permanent account number of related party	ABMPA1774E	ABMPA1774E	AAVPA1874B	AAVPA1874B
Description of nature of related party relationship	Key Management Personnel	Key Management Personnel	Key Management Personnel	Key Management Personnel
Description of nature of transactions with related party	Directors Remuneration	Directors Remuneration	Directors Remuneration	Directors Remuneration
Transaction relating to key management personnel [Abstract]				
Remuneration for key managerial personnel	14,40,000	12,00,000	6,00,000	7,80,000
Amount written off during period in respect of debts due from related parties	0	0	0	0
Amount written back during period in respect of debts due to related parties	0	0	0	0

Disclosure of relationship and transactions between related parties [Table] ..(2)

Unless otherwise specified, all monetary values are in INR

Categories of related parties [Axis]	Column 3		Column 4	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of relationship and transactions between related parties [Abstract]				
Disclosure of relationship and transactions between related parties [LineItems]				
Name of related party	Vimal Agarwal	Vimal Agarwal	Girish Agarwal	Girish Agarwal
Country of incorporation or residence of related party	INDIA	INDIA	INDIA	INDIA
Permanent account number of related party	ADDPA7165N	ADDPA7165N	ADNPA2309J	ADNPA2309J
Description of nature of related party relationship	Key Management Personnel	Key Management Personnel	Key Management Personnel	Key Management Personnel
Description of nature of transactions with related party	Directors Remuneration	Directors Remuneration	Directors Remuneration	Directors Remuneration
Transaction relating to key management personnel [Abstract]				
Remuneration for key managerial personnel	12,00,000	9,00,000	12,00,000	7,20,000
Amount written off during period in respect of debts due from related parties	0	0	0	0
Amount written back during period in respect of debts due to related parties	0	0	0	0

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Disclosure of relationship and transactions between related parties [Table] ..(3)

Unless otherwise specified, all monetary values are in INR

Categories of related parties [Axis]	Column 5		Column 6	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of relationship and transactions between related parties [Abstract]				
Disclosure of relationship and transactions between related parties [LineItems]				
Name of related party	Ammeet Agarwal	Ammeet Agarwal	Akkash Agarwal	Akkash Agarwal
Country of incorporation or residence of related party	INDIA	INDIA	INDIA	INDIA
Permanent account number of related party	AKUPA2069F	AKUPA2069F	ASRPA4146J	ASRPA4146J
Description of nature of related party relationship	Key Management Personnel	Key Management Personnel	Key Management Personnel	Key Management Personnel
Description of nature of transactions with related party	Directors Remuneration	Directors Remuneration	Directors Remuneration	Directors Remuneration
Transaction relating to key management personnel [Abstract]				
Remuneration for key managerial personnel	3,00,000	0	3,00,000	0
Amount written off during period in respect of debts due from related parties	0	0	0	0
Amount written back during period in respect of debts due to related parties	0	0	0	0

Disclosure of relationship and transactions between related parties [Table] ..(4)

Unless otherwise specified, all monetary values are in INR

Categories of related parties [Axis]	Column 7		Column 8	
	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of relationship and transactions between related parties [Abstract]				
Disclosure of relationship and transactions between related parties [LineItems]				
Name of related party	Ravindra Agarwal	Ravindra Agarwal	Anand Agarwal	Anand Agarwal
Country of incorporation or residence of related party	INDIA	INDIA	INDIA	INDIA
Permanent account number of related party	AKEPA0378H	AKEPA0378H	AAKPA1170F	AAKPA1170F
Description of nature of related party relationship	Key Management Personnel	Key Management Personnel	Key Management Personnel	Key Management Personnel
Description of nature of transactions with related party	Directors Remuneration	Directors Remuneration	Directors Remuneration	Directors Remuneration
Transaction relating to key management personnel [Abstract]				
Remuneration for key managerial personnel	6,00,000	12,00,000	4,50,000	8,40,000
Amount written off during period in respect of debts due from related parties	0	0	0	0
Amount written back during period in respect of debts due to related parties	0	0	0	0

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of notes on related party explanatory [TextBlock]	Textual information (5) [See below]	-
Whether there are any related party transactions during year	Yes	Yes
Whether company is subsidiary company	No	No

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Textual information (5)

Disclosure of notes on related party explanatory [Text Block]

1. Related party disclosures (AS – 18)

i) Names of related parties and nature of relationship where there are transactions with related parties :

a	Key management Personnel	:	1	Kamal N Agarwal
			2	Vimal Agarwal
			3	Girish Agarwal
			4	Ammeet Agarwal
			5	Akkash Agarwal
			6	Anand Agarwal
			7	Satish Agarwal
			8	Arun Agarwal
			9	Ravindra Agarwal
b	Associate Companies firm	:	1	Surpeme Trailor Services
	Relative of Director		2	Pinky Agarwal
			3	Sangita Agarwal
			4	Nupur Agarwal

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			5	Deepak Agarwal
			6	Suman Agarwal
			7	Samiksha Agarwal
			8	Sangeeta Arun Agarwal

i) Transactions/balances outstanding with Key Management Personnel and related parties :

a) Transactions for the year :

Name of the party	Nature of Transactions	Current Year	Previous Year
Kamal Agarwal	Directors Remuneration	Rs.1440000	Rs. 1200000
Arun Agarwal	Directors Remuneration	Rs. 600000	Rs. 780000
Lorry Hire	Rs. 2389880	Rs. 2958697	
Vimal Agarwal	Directors Remuneration	Rs. 1200000	Rs. 900000
House Rent	Rs. 180000	Rs. 180000	
Lorry Hire	Rs. 3171600	Rs. 1007800	
Girish Agarwal	Directors Remuneration	Rs. 1200000	Rs. 720000
House Rent	Rs. 180000	Nil	
Ammeet Agarwal	Directors Remuneration	Rs.300000	Nil
Akkash Agarwal	Directors Remuneration	Rs.300000	Nil
Ravindra Agarwal	Directors Remuneration	Rs. 600000	Rs. 1200000

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Anand Agarwal	Directors Remuneration	Rs. 450000	Rs. 840000
	Lorry Hire	Rs. 3459000	Rs.1795651
Satish Agarwal	Directors Remuneration	Rs. 450000	Rs. 840000
	Lorry Hire	Rs. 6955525	Rs. 4588000
Supreme Trailor Services	Lorry Hire	Rs.15952450	Rs. 9868820
Deepak Agarwal	Salary	Rs. 350000	Rs. 600000
Lorry Hire	Rs. 3723000	Rs. 1233500	
Suman Satish Agarwal	Salary	Rs.120000	Rs. 240000
Nupur Agarwal	Salary	Rs.300000	Rs. 260000
House Rent	Rs. 180000	Rs. 180000	
			Contd...4

शासकीय प्राधिकरण को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
ISSUED TO THE GOVERNMENT AUTHORITY STRICTLY FOR OFFICIAL USE

SUPREME TRANSPORT ORGANISATION PVT LTD
(Accounting Year 2015–16)

Sangita Agarwal	Salary	Rs. 600000	Rs. 300000
Samiksha Agarwal	Salary	Rs. 480000	Rs. 312000
Pinky Agarwal	Salary	Rs. 420000	Rs. 260000
Sangeeta Arun Agarwal	Salary	Rs. 280000	Nil

b) Balance Outstanding at the year end :

Name of the party	Nature of Transactions	Current Year	Previous Year
Anand Agarwal	Directors Remuneration	Rs. 37815	Rs. 147812
Lorry Hire	Rs. 483222	Nil	
Satish Agarwal	Directors Remuneration	Nil	Rs. 129188
Lorry Hire	Rs. 3455630	Rs. 1704095	
Arun Agarwal	Directors Remuneration	Rs. 65302	Rs. 153284
Lorry Hire	Rs. 15761	Rs. 668531	
Vimal Agarwal	Directors Remuneration	Nil	Rs. 202926
Lorry Hire	Rs.1182381	Rs. 1106350	
Girish Agarwal	Directors Remuneration	Nil	Rs. 192908
Ravindra Agarwal	Directors Remuneration	Nil	Rs. 315308
Supreme Trailor Services	Lorry Hire	Rs. 3380000	Rs. 220586
Deepak Agarwal	Salary	Rs. 13820	Nil
Lorry Hire	Rs. 968455	Rs. 347987	
Suman Agarwal	Salary	Nil	Rs. 80000
Sangita Agarwal	Salary	Rs. 50000	Rs. 50000

2. Earning Per Share (EPS)

Particulars	Current Year	Previous Year
Net profit/(Loss) after tax available for equity shareholder	Rs. 16080198	Rs.12940494
Weighted average number of equity shares at the year end	7000000	7000000
Basic and diluted earning per share	Rs. 2.30	Rs. 1.85
Nominal value of Share	Rs. 10	Rs. 10

3. Freight incomes are registered on accrual systems under bulk booking and on cash system under loose booking. All the direct and indirect expenses are accounted on accrual basis except Telephone Mobile & Electricity Expenses which have been accounted on payment basis.

In the opinion of the management the current assets loans & advances and Sundry Debtors are approximately of the value stated if realized in the ordinary course of business.

5. Closing Balance of Sundry Debtors Sundry Creditors and Deposit accounts are subject to confirmation and are taken as per books of Accounts

6. All the expenditure covered U/s 40A(3) and 40A(3A) read with rule 6DD which have not been verified due to non availability/possession of necessary evidence by the company.

शासकीय प्रयोजनों हेतु प्राधिकृत की जानकारी केवल शासकीय प्रयोग हेतु
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[201400] Notes - Leases

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of leases explanatory [TextBlock]		
Whether any operating lease has been converted to financial lease or vice-versa	No	No

[300300] Notes - Earnings per share

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of earnings per share explanatory [TextBlock]		
Adjustments of numerator to calculate basic earnings per share [Abstract]		
Profit (loss) for period	1,60,80,197.71	1,29,40,494
Adjustments of numerator to calculate diluted earnings per share [Abstract]		
Profit (loss) for period	1,60,80,197.71	1,29,40,494

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[202800] Notes - Subsidiary information

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016
Disclosure of subsidiary information explanatory [TextBlock]	
Whether company has subsidiary companies	No
Whether company has subsidiary companies which are yet to commence operations	No
Whether company has subsidiary companies liquidated or sold during year	No

[202400] Notes - Investments in associates

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016
Disclosure of notes on investment in associates explanatory [TextBlock]	
Whether company has invested in associates	No
Whether company has associates which are yet to commence operations	No
Whether company has associates liquidated or sold during year	No

[202500] Notes - Financial reporting of interests in joint ventures

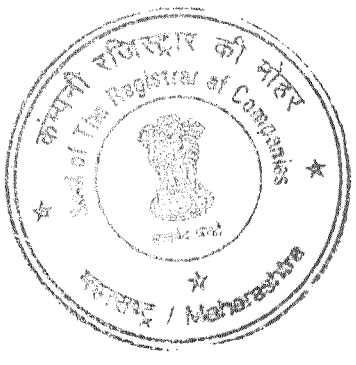
Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016
Disclosure of notes on interests in joint ventures explanatory [TextBlock]	
Whether company has invested in joint ventures	No
Whether company has joint ventures which are yet to commence operations	No
Whether company has joint ventures liquidated or sold during year	No

[202700] Notes - Cash flow statements

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015	31/03/2014
Disclosure of cash flow statement explanatory [TextBlock]			
Cash and cash equivalents if different from balance sheet [Abstract]			
Cash and cash equivalents cash flow statement	2,91,16,319.63	66,81,702	60,14,839
Total cash and cash equivalents	2,91,16,319.63	66,81,702	60,14,839
Income taxes paid (refund) [Abstract]			
Income taxes paid (refund), classified as operating activities	87,42,707	79,57,239	
Total income taxes paid (refund)	87,42,707	79,57,239	



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[100200] Statement of profit and loss

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Statement of profit and loss [Abstract]		
Disclosure of revenue from operations [Abstract]		
Disclosure of revenue from operations for other than finance company [Abstract]		
Revenue from sale of products	14,36,12,100	0
Revenue from sale of services	135,87,68,118.5	134,77,53,784
Total revenue from operations other than finance company	150,23,80,218.5	134,77,53,784
Total revenue from operations	150,23,80,218.5	134,77,53,784
Other income	2,60,765.69	1,95,003
Total revenue	150,26,40,984.19	134,79,48,787
Expenses [Abstract]		
Cost of materials consumed	0	0
Purchases of stock-in-trade	120,44,60,082.5	109,66,93,082
Changes in inventories of finished goods, work-in-progress and stock-in-trade	0	0
Employee benefit expense	4,68,27,786	4,41,82,955
Finance costs	4,82,62,822.96	4,11,66,422
Depreciation, depletion and amortisation expense [Abstract]		
Depreciation expense	3,84,36,642.3	3,83,54,601
Total depreciation, depletion and amortisation expense	3,84,36,642.3	3,83,54,601
CSR expenditure	0	0
Other expenses	13,98,30,745.72	10,66,53,994
Total expenses	147,78,18,079.48	132,70,51,054
Total profit before prior period items, exceptional items, extraordinary items and tax	2,48,22,904.71	2,08,97,733
Total profit before extraordinary items and tax	2,48,22,904.71	2,08,97,733
Total profit before tax	2,48,22,904.71	2,08,97,733
Tax expense [Abstract]		
Current tax	87,42,707	79,57,239
Total tax expense	87,42,707	79,57,239
Total profit (loss) for period from continuing operations	1,60,80,197.71	1,29,40,494
Total profit (loss) for period before minority interest	1,60,80,197.71	1,29,40,494
Total profit (loss) for period	1,60,80,197.71	1,29,40,494
Earnings per equity share [Abstract]		
Basic earning per equity share	[INR/shares] 0	[INR/shares] 0
Diluted earnings per equity share	[INR/shares] 0	[INR/shares] 0
Basic earning per equity share before extraordinary items	[INR/shares] 0	[INR/shares] 0
Diluted earnings per equity share before extraordinary items	[INR/shares] 0	[INR/shares] 0

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कंपनी रजिस्ट्रार की मोहर
Seal of The Registrar of Companies
Maharashtra

[300500] Notes - Subclassification and notes on income and expenses

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Subclassification and notes on income and expense explanatory [TextBlock]		
Disclosure of revenue from sale of products [Abstract]		
Revenue from sale of products [Abstract]		
Revenue from sale of products, gross	14,36,12,100	0
Total revenue from sale of products	14,36,12,100	0
Disclosure of revenue from sale of services [Abstract]		
Revenue from sale of services [Abstract]		
Revenue from sale of services, gross	135,87,68,118.5	134,77,53,784
Total revenue from sale of services	135,87,68,118.5	134,77,53,784
Disclosure of other income [Abstract]		
Interest income [Abstract]		
Total interest income	0	0
Dividend income [Abstract]		
Total dividend income	0	0
Other non-operating income [Abstract]		
Miscellaneous other non-operating income	2,60,765.69	1,95,003
Total other non-operating income	2,60,765.69	1,95,003
Total other income	2,60,765.69	1,95,003
Disclosure of finance cost [Abstract]		
Interest expense [Abstract]		
Other interest charges	4,82,62,822.96	4,11,66,422
Total interest expense	4,82,62,822.96	4,11,66,422
Total finance costs	4,82,62,822.96	4,11,66,422
Employee benefit expense [Abstract]		
Salaries and wages	1,76,94,346	1,28,46,732
Managerial remuneration [Abstract]		
Remuneration to directors [Abstract]		
Salary to directors	59,40,000	64,80,000
Total remuneration to directors	59,40,000	64,80,000
Total managerial remuneration	59,40,000	64,80,000
Other employee related expenses	2,31,93,440	2,48,56,223
Total employee benefit expense	4,68,27,786	4,41,82,955
Breakup of other expenses [Abstract]		
Consumption of stores and spare parts	0	0
Power and fuel	0	0
Rent	2,52,07,180.23	1,98,36,622
Repairs to building	0	0
Repairs to machinery	0	0
Insurance	61,39,768	43,33,907
Rates and taxes excluding taxes on income [Abstract]		
Total rates and taxes excluding taxes on income	0	0
Subscriptions membership fees	1,73,648	6,440
Electricity expenses	35,49,670	24,92,936
Telephone postage	46,83,756.59	62,53,705
Printing stationery	45,68,051	38,35,805
Information technology expenses	6,55,093.52	6,84,314
Travelling conveyance	1,68,62,419.23	1,55,65,113
Legal professional charges	17,84,253	12,22,527
Directors sitting fees	0	0
Donations subscriptions	4,68,000	3,42,212
Registration filing fees	9,76,800	4,95,200
Advertising promotional expenses	90,30,246.1	4,89,406
Cost repairs maintenance other assets	3,14,07,753	2,31,98,054
Provision bad doubtful debts created	0	0
Provision bad doubtful loans advances created	0	0

Write-off assets [Abstract]		
Miscellaneous expenditure written off [Abstract]		
Total miscellaneous expenditure written off	0	0
Bad debts written off	0	0
Bad debts advances written off	0	0
Loss on disposal of intangible asset	0	0
Loss on disposal, discard, demolishment and destruction of depreciable tangible asset	0	0
Payments to auditor [Abstract]		
Payment for audit services	4,00,750	3,50,000
Total payments to auditor	4,00,750	3,50,000
Miscellaneous expenses	3,39,23,357.05	2,75,47,753
Total other expenses	13,98,30,745.72	10,66,53,994
Current tax [Abstract]		
Current tax pertaining to current year	87,42,707	79,57,239
Total current tax	87,42,707	79,57,239

[300600] Notes - Additional information statement of profit and loss

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Additional information on profit and loss account explanatory [TextBlock]		
Total changes in inventories of finished goods, work-in-progress and stock-in-trade	0	0
Revenue other services	135,87,68,118.5	134,77,53,784
Total gross income from services rendered	135,87,68,118.5	134,77,53,784
Expenditure on dividend paid	0	0
Total expenditure in foreign currency	0	0
Total amount of dividend remitted in foreign currency	0	0
Total earnings in foreign currency	0	0
Domestic sale traded goods	14,36,12,100	0
Total domestic turnover goods, gross	14,36,12,100	0
Total revenue from sale of products	14,36,12,100	0
Domestic revenue services	135,87,68,118.5	134,77,53,784
Total revenue from sale of services	135,87,68,118.5	134,77,53,784
Gross value of transaction with related parties as per AS-18	0	0
Bad debts of related parties as per AS-18	0	0

शासकीय प्राधिकरी को उपलब्ध करवाई केवल शासकीय प्रयोग हेत
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[300100] Notes - Revenue

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016	01/04/2014 to 31/03/2015
Disclosure of revenue explanatory [TextBlock]	/> 2 . Revenue Recognition All items of Income & Expenditure are recognized on accrual basis.	-

कंपनी रजिस्ट्रार की मोहर Seal of The Registrar of Companies

[300700] Notes - Key managerial personnels and directors remuneration and other information

Disclosure of key managerial personnels and directors and remuneration to key managerial personnels and directors [Table] ..(1)

Unless otherwise specified, all monetary values are in INR

Key managerial personnels and directors [Axis]	Column 1	Column 2
	01/04/2015 to 31/03/2016	01/04/2015 to 31/03/2016
Disclosure of key managerial personnels and directors and remuneration to key managerial personnels and directors [Abstract]		
Disclosure of key managerial personnels and directors and remuneration to key managerial personnels and directors [LineItems]		
Name of key managerial personnel or director	KAMALKUMAR NAGARMAL AGARWAL	VIMALKUMAR JAGDISHKUMAR AGRAWAL
Director identification number of key managerial personnel or director	01252090	01252126
Permanent account number of key managerial personnel or director	ABMPA1774E	
Date of birth of key managerial personnel or director	25/12/1965	19/04/1980
Designation of key managerial personnel or director	Director	Director
Qualification of key managerial personnel or director	B.com	B.com
Shares held by key managerial personnel or director	[shares] 19,60,000	[shares] 8,40,000
Key managerial personnel or director remuneration [Abstract]		
Gross salary to key managerial personnel or director [Abstract]		
Salary key managerial personnel or director	14,40,000	12,00,000
Gross salary to key managerial personnel or director	14,40,000	12,00,000
Total key managerial personnel or director remuneration	14,40,000	12,00,000

शासकीय प्राधिकारी को उपलब्ध करवाई केवल शासकीय प्रयोग हेतु
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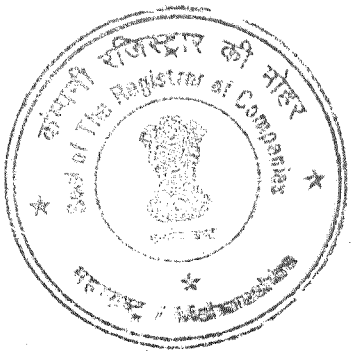
[301000] Notes - Corporate social responsibility

Unless otherwise specified, all monetary values are in INR

	01/04/2015 to 31/03/2016
Disclosure of corporate social responsibility explanatory [TextBlock]	
Whether provisions of corporate social responsibility are applicable on company	No
Whether company has written CSR policy	No



1) Folder -1 - Chats of +31654281518

(folder-) Cy-842-2024

(folder-1) Account Package

(folder-2) Chats

(folder-3) Contact

(folder-4) icons

(folder-5) party photos

(folder-6) photos

(folder-7) resources

(folder-8) timelines

(file) Chats of +31654281518 found in Ex.1

Conversation between Ameet Agarwal and Mischel Kneefel from Dt.17/06/2022 to Dt.08/02/2023 (Total 273 Pages)

2) Folder -2 - Contact number registered on whatsapp

(folder-) Cy-842-2024

(folder-1) Account Package

(folder-2) icons

(folder-3) party photos

(folder-4) resources

(folder-5) useraccounts

(file) Contact number registered on whatsapp found in Ex.1 (Total 2 Pages)

3) Folder -3 - Email id - ammeet@supremeaviation.com

(folder-) Cy-842-2024

(folder-1) Account Package

(folder-2) icons

(folder-3) party photos

(folder-4) resources

(folder-5) useraccounts

(file) Email id - ammeet@supremeaviation.com found in Ex.1 (Total 8 Pages)

4) Folder -4 - Traces of TREKAIR@GMAIL.COM

(folder-) Cy-842-2024

(folder-1) Account Package

(folder-2) icons

544

(folder-3) party photos

(folder-4) resources

(folder-5) useraccounts

(file) Email id - Traces of TREKAIR@GMAIL.COM found in Ex.1 (Total 3 Pages)

Extraction Report - Google Android Generic

Cellebrite
www.cellebrite.com

Directorate of Forensic Science Laboratories, Home Department, Maharashtra State.
Vidyanagari, Kalina, Santacruz (E), Mumbai – 400 098
DFSL Case No.: Cy-842-2024 Ex-1

FSL MAHARASHTRA SCIENCE FOR JUSTICE

Summary

Cellebrite Physical Analyzer version	10.7.0.5035
Report creation time	27-11-2025 13:22:30 +05:30
Time zone settings (UTC)	(UTC+05:30) Kolkata (Asia)
Case name	Cy-842-2024 Ex-1
Case number	Cy-842-2024 Ex-1
Department	Cyber Forensics
Evidence number	Ex-1
Examiner name	TSK
Location	Mumbai

546

Source Extraction

Connection type	Cable No. Original cable
Decoding start date/time	25-11-2025 10:10:31
Extraction (UFD) file data integrity	Intact
Extraction decoding version	17.1.0.5150
Extraction end date/time	13-11-2025 21:53:53(UTC+5:30)
Extraction ID	a709591d-39c6-40a0-be4c-1fecf3ddd292
Extraction start date/time	13-11-2025 17:55:37(UTC+5:30)
Extraction type	File System [Android ADB]
File System	
Internal version	7.75.0.92
Machine name	INVESTIGATOR
Preserved Extraction	False
Selected device name	SM-F946B
Selected manufacturer	samsung
UFED version	7.75.0.92
Unit identifier	1394818743

Image Hash Details (2)

Extraction images are verified.

#	Name	Info	
1	**FileDump** Verified	**Path** **Size (bytes)** **MD5**	EXTRACTION_FFS.zip 348676567360 N/A
2	**KeyStore**	**Path** **Size (bytes)** **MD5**	EXTRACTION_FFS.zip 189723 N/A

Contents

Type	Included in report	Total	
Chats	1	29341	(4 Deleted)
WhatsApp	1	10772	(3 Deleted)
Timeline	1197	2027325	(6070 Deleted)

Chats (1)

Events indicated in blue are ones that have been enriched.

WhatsApp

919870811224@s.whatsapp.net (1)

#		Deleted	*
1	Details: Group photos: Start Time: 17-06-2022 13:08:01(UTC+5:30) Last Activity: 08-02-2023 00:06:17(UTC+5:30) Number of attachments: 151 Source: WhatsApp Account: 919870811224@s.whatsapp.net Chat Type: One On One Body file: chat-0.txt Participants: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal (owner) 31654281518@s.whatsapp.net Michiel Europe Identifier: 31654281518@s.whatsapp.net		

17-06-2022 13:08:01(UTC+5:30)From, System Message (System Message), Self Destruct Duration:00:00:00
Messages and calls are end-to-end encrypted. No one outside of this chat, not even WhatsApp, can read or listen to them. Tap to learn more

Priority: Normal
Platform: Mobile
Label: System

17-06-2022 13:08:01(UTC+5:30)Direction:IncomingFrom, 31654281518@s.whatsapp.net (Michiel Europe), Self Destruct Duration:00:00:00
Good morning Sir

Would it be possible, you would call me in regards to your Cessna Caravan with damage

Thank you kindly

Michiel Kneefel

The Netherlands

Priority: Normal
Platform: Mobile

17-06-2022 13:22:23(UTC+5:30)From, System Message (System Message), Self Destruct Duration:00:00:00
Missed call from Michiel Europe (31654281518@s.whatsapp.net)

Priority: Normal
Platform:
Label: System

17-06-2022 13:33:52(UTC+5:30)Direction:IncomingFrom, 31654281518@s.whatsapp.net (Michiel Europe), Self Destruct Duration:00:00:00
What happend to the remainings of the caravan ?
https://aviation-safety.net/database/record.php?id=20180807-0

Attachments:

ASN Aircraft accident Cessna 208B Grand Caravan
VT-UDN Lalgarh Airport
https://aviation-safety.net/database/record.php?id=20180807-0
A Cessna 208B Grand Caravan passenger plane, registered VT-UDN, sustained substantial damage in a landing accident at Lalgarh Airport, India. All seven passengers and two crew members survived. The airplane operated on a flight from Jaipur International Airport (JAI) to .
(Empty File)

Priority: Normal
Platform: Mobile

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17-06-2022 14:25:13(UTC+5:30)From, System Message (System Message), Self Destruct Duration:00:00:00
Missed call from Michiel Europe (31654281518@s.whatsapp.net)

Priority: Normal
Platform:
Label: System

21-06-2022 17:43:57(UTC+5:30)Direction:IncomingFrom, 31654281518@s.whatsapp.net (Michiel Europe), Self Destruct Duration:00:00:00
When will you comment to my request ?

Thank you kindly

Michiel Kneefel

Priority: Normal
Platform: Mobile

21-06-2022 21:48:05(UTC+5:30)Direction:OutgoingFrom, 919870811224@s.whatsapp.net (H.E.Capt Ammeet K Agarwal)To => To: 31654281518@s.whatsapp.net Michiel Europe (Michiel Europe), Self Destruct Duration:00:00:00
How are you Michiel

Participants:

Participant	Delivered	Read	Played
31654281518@s.whatsapp.net Michiel Europe	21-06-2022 21:48:07(UTC+5:30)	21-06-2022 21:51:07(UTC+5:30)	

Status: Read
Priority: Normal
Platform: Mobile

21-06-2022 21:51:44(UTC+5:30)Direction:IncomingFrom, 31654281518@s.whatsapp.net (Michiel Europe), Self Destruct Duration:00:00:00
Good afternoon

I am fine , hope you are doing well

Priority: Normal
Platform: Mobile

21-06-2022 21:54:38(UTC+5:30)Direction:IncomingFrom, 31654281518@s.whatsapp.net (Michiel Europe), Self Destruct Duration:00:00:00
Are you able to sell the caravan ?

Priority: Normal
Platform: Mobile

21-06-2022 21:54:53(UTC+5:30)Direction:OutgoingFrom, 919870811224@s.whatsapp.net (H.E.Capt Ammeet K Agarwal)To => To: 31654281518@s.whatsapp.net Michiel Europe (Michiel Europe), Self Destruct Duration:00:00:00
We want to

Participants:

Participant	Delivered	Read	Played
31654281518@s.whatsapp.net Michiel Europe	21-06-2022 21:54:54(UTC+5:30)	21-06-2022 22:02:15(UTC+5:30)	

Status: Read
Priority: Normal
Platform: Mobile
Label: Reply, Reply

21-06-2022 22:03:06(UTC+5:30)Direction:IncomingFrom, 31654281518@s.whatsapp.net (Michiel Europe), Self Destruct Duration:00:00:00
Ok

Please send me the full details with hours etc

Plus the current asking price

Thank you kindly

Michiel

Priority: Normal
Platform: Mobile

21-06-2022 22:12:54(UTC+5:30)Direction:IncomingFrom, 31654281518@s.whatsapp.net (Michiel Europe), Self Destruct Duration:00:00:00
Would be very helpfull if you would be able to send the repair estimate from the insurance company

Priority: Normal
Platform: Mobile

21-06-2022 22:15:36(UTC+5:30)Direction:OutgoingFrom, 919870811224@s.whatsapp.net (H.E.Capt Ammeet K Agarwal)To => To: 31654281518@s.whatsapp.net Michiel Europe (Michiel Europe), Self Destruct Duration:00:00:00
Yes please

Standby

Participants:

Participant	Delivered	Read	Played
31654281518@s.whatsapp.net Michiel Europe	21-06-2022 22:15:37(UTC+5:30)	21-06-2022 22:15:45(UTC+5:30)	

Status: Read
Priority: Normal
Platform: Mobile

1150	Instant Messages	Outgoing			31-01-2023 19:50:06(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Hope you understand Source: WhatsApp		
1151	Instant Messages		1		31-01-2023 21:36:03(UTC+5:30)	From: 31654281518@s.whatsapp.net Michiel Europe	252342848-IMG-20230131-WA0059.jpg Source: WhatsApp		
1152	Instant Messages		1		31-01-2023 21:36:03(UTC+5:30)	From: 31654281518@s.whatsapp.net Michiel Europe	Attachment (Empty File) Source: WhatsApp		
1153	Instant Messages				31-01-2023 21:44:29(UTC+5:30)	From: 31654281518@s.whatsapp.net Michiel Europe	Is there anything else you expect ? Does this fulfill the requirement? Source: WhatsApp		
1154	Instant Messages	Outgoing			31-01-2023 21:45:35(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	How come that bitch is not able to get you entry passes? Source: WhatsApp		
1155	Instant Messages	Outgoing			31-01-2023 21:45:47(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Fucking smart ass aai lawyer Source: WhatsApp		
1156	Instant Messages				31-01-2023 21:47:20(UTC+5:30)	From: 31654281518@s.whatsapp.net Michiel Europe	I cant answer that I am not in politics All I want is start loading and get you paid So based upon my information provided will you now be able to provide the entry passes? Source: WhatsApp		
1157	Instant Messages				31-01-2023 21:53:41(UTC+5:30)	From: 31654281518@s.whatsapp.net Michiel Europe	Your answer will be appreciated Source: WhatsApp		
1158	Instant Messages	Outgoing			31-01-2023 21:53:49(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	This is bullshit Source: WhatsApp		
1159	Instant Messages	Outgoing			31-01-2023 21:54:01(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Your bitch wanted me to write a fuxking 3 page long letter Source: WhatsApp		
1160	Instant Messages	Outgoing			31-01-2023 21:54:07(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	And you send me this shit email Source: WhatsApp		
1161	Instant Messages	Outgoing			31-01-2023 21:54:21(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Wtf you and your bitch think I am Source: WhatsApp		
1162	Instant Messages	Outgoing			31-01-2023 21:54:45(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	You don't want politics? You're the fucking politician here from day 1 So you get what you serve Source: WhatsApp		
1163	Instant Messages				31-01-2023 21:55:00(UTC+5:30)	From: 31654281518@s.whatsapp.net Michiel Europe	So how do you want to resolve this ? Source: WhatsApp		
1164	Instant Messages	Outgoing			31-01-2023 21:55:17(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Your bitch will get passes from AAI and BCAS Source: WhatsApp		
1165	Instant Messages	Outgoing			31-01-2023 21:55:27(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	That's how I want this to be resolved Source: WhatsApp		

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1166	Instant Messages	Outgoing			31-01-2023 21:55:28(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Simple Source: WhatsApp		
1167	Instant Messages	Outgoing			31-01-2023 21:55:56(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	I already sent email few days ago It was very clear If any son of a bitch has issues, need to.reply to my email Source: WhatsApp		
1168	Instant Messages	Outgoing			31-01-2023 21:56:31(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	You shouldn't have involved that bitch and a lot of other nuisance people We were good and were doing well Anyway Your monkeys your circus Source: WhatsApp		
1169	Instant Messages	Outgoing			31-01-2023 21:56:34(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Have fun Source: WhatsApp		
1170	Instant Messages				01-02-2023 14:49:57(UTC+5:30)	From: 31654281518@s.whatsapp.net Michiel Europe	The people are at the airport. May enter as soon as the outstandings from Supreme in the extent of about USD$ 1000,-- are being paid for the rental of the Supreme office at the airport. How will this be resolved? Source: WhatsApp		
1171	Instant Messages	Outgoing			01-02-2023 14:50:25(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Supreme office? Source: WhatsApp		
1172	Instant Messages	Outgoing			01-02-2023 14:50:30(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	We don't have any office Source: WhatsApp		
1173	Instant Messages	Outgoing			01-02-2023 14:50:36(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Who is demanding this rental? Source: WhatsApp		
1174	Instant Messages				01-02-2023 14:50:56(UTC+5:30)	From: 31654281518@s.whatsapp.net Michiel Europe	That is was informed by the airport authority Source: WhatsApp		
1175	Instant Messages	Outgoing			01-02-2023 14:51:11(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Ask them to put in writing Source: WhatsApp		
1176	Instant Messages	Outgoing			01-02-2023 14:51:25(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	They can reply to my email Source: WhatsApp		
1177	Instant Messages				01-02-2023 14:53:54(UTC+5:30)	From: 31654281518@s.whatsapp.net Michiel Europe	Since you have a long term relationship with the airport you are requested to call them Source: WhatsApp		
1178	Instant Messages	Outgoing			01-02-2023 14:54:57(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Lolzlzlzl You hired a bitch who works for them Your and that bitch's job to sort this I am doing my responsibility well Source: WhatsApp		
1179	Instant Messages				01-02-2023 14:56:15(UTC+5:30)	From: 31654281518@s.whatsapp.net Michiel Europe	9326382610 Vishnu mohan jha This is the person who demands payment with his telephone number Source: WhatsApp		
1180	Instant Messages	Outgoing			01-02-2023 15:01:40(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Spoken Source: WhatsApp		

1181	Instant Messages	Outgoing			01-02-2023 15:01:43(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	You're welcome Source: WhatsApp		
1182	Instant Messages	Outgoing			01-02-2023 15:02:01(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	So is that bitch Source: WhatsApp		
1183	Instant Messages				01-02-2023 15:02:19(UTC+5:30)	From: 31654281518@s.whatsapp.net Michiel Europe	See your email Source: WhatsApp		
1184	Instant Messages	Outgoing	1		01-02-2023 15:03:47(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Attachment (Empty File) Source: WhatsApp		
1185	Instant Messages	Outgoing			01-02-2023 15:03:57(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	here we go again, you prove every now and then that you are a piece of shit Source: WhatsApp		
1186	Instant Messages	Outgoing			01-02-2023 15:04:03(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	you should avoid doing this Source: WhatsApp		
1187	Instant Messages	Outgoing			01-02-2023 15:04:08(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	i have been warning you time and again Source: WhatsApp		
1188	Instant Messages	Outgoing			01-02-2023 15:04:12(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	now you can go fuck yourself Source: WhatsApp		
1189	Instant Messages	Outgoing			03-02-2023 00:33:48(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	I am calling off the deal Source: WhatsApp		
1190	Instant Messages	Outgoing			03-02-2023 00:34:08(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	You haven't approved my wire Source: WhatsApp		
1191	Instant Messages	Outgoing			03-02-2023 13:28:37(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Source: WhatsApp		
1192	Instant Messages	Outgoing			03-02-2023 13:28:37(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Source: WhatsApp		
1193	Instant Messages	Outgoing			03-02-2023 13:28:37(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Source: WhatsApp		
1194	Instant Messages	Outgoing			03-02-2023 13:28:37(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Source: WhatsApp		

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1195	Instant Messages	Outgoing			03-02-2023 13:28:37(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Source: WhatsApp		
1196	Instant Messages	Outgoing			03-02-2023 13:28:41(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	You piece of shit Source: WhatsApp		
1197	Instant Messages	Outgoing			08-02-2023 00:06:17(UTC+5:30)	From: 919870811224@s.whatsapp.net H.E.Capt Ammeet K Agarwal To: 31654281518@s.whatsapp.net Michiel Europe	Pay the escrow fee so we save time Source: WhatsApp		

Extraction Report - Google Android Generic

Cellebrite
www.cellebrite.com

Directorate of Forensic Science Laboratories, Home Department, Maharashtra State.
Vidyanagari, Kalina, Santacruz (E), Mumbai – 400 098
DFSL Case No.: Cy-824-2024 Ex-1

FSL MAHARASHTRA SCIENCE FOR JUSTICE

Summary

Cellebrite Physical Analyzer version	10.7.0.5035
Report creation time	27-11-2025 11:53:49 +05:30
Time zone settings (UTC)	(UTC+05:30) Kolkata (Asia)
Case name	Cy-842-2024 Ex-1
Case number	Cy-842-2024 Ex-1
Department	Cyber Forensics
Evidence number	Ex-1
Examiner name	TSK
Location	Mumbai

Source Extraction

Connection type	Cable No. Original cable
Decoding start date/time	25-11-2025 10:10:31
Extraction (UFD) file data integrity	Intact
Extraction decoding version	17.1.0.5150
Extraction end date/time	13-11-2025 21:53:53(UTC+5:30)
Extraction ID	a709591d-39c6-40a0-be4c-1fecf3ddd292
Extraction start date/time	13-11-2025 17:55:37(UTC+5:30)
Extraction type	File System [Android ADB]
File System	
Internal version	7.75.0.92
Machine name	INVESTIGATOR
Preserved Extraction	False
Selected device name	SM-F946B
Selected manufacturer	samsung
UFED version	7.75.0.92
Unit identifier	1394818743

Image Hash Details (2)

Extraction images are verified.

#	Name	Info	
1	FileDump Verified	Path Size (bytes) MD5	EXTRACTION_FFS.zip 348676567360 N/A
2	KeyStore	Path Size (bytes) MD5	EXTRACTION_FFS.zip 189723 N/A

Contents

Type	Included in report	Total
User Accounts	1	185

User Accounts (1)

Events indicated in blue are ones that have been enriched.

#	User Account	Entries	Addresses	Notes	Deleted	*
1	Creation time **Account Name:** H.E.Capt Ammeet K Agarwal **Source:** WhatsApp **Photos:** photo1.jpg	**Email:** Google Drive Account ammeet@supremeaviation.com **Phone:** Mobile +919870811224 Mobile 919870811224 **User ID:** WhatsApp User Id 919870811224@s.whatsapp.net Additional Name Ammeet K AGARWAL				

Extraction Report - Google Android Generic

Cellebrite
www.cellebrite.com

Directorate of Forensic Science Laboratories, Home Department, Maharashtra State.
Vidyanagari, Kalina, Santacruz (E), Mumbai – 400 098
DFSL Case No.: Cy-842-2024 Ex-1

FSL MAHARASHTRA SCIENCE FOR JUSTICE

Summary

Cellebrite Physical Analyzer version	10.7.0.5035
Report creation time	27-11-2025 14:19:50 +05:30
Time zone settings (UTC)	(UTC+05:30) Kolkata (Asia)
Case name	Cy-842-2024 Ex-1
Case number	Cy-842-2024 Ex-1
Department	Cyber Forensics
Evidence number	Ex-1
Examiner name	TSK
Location	Mumbai

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Source Extraction

Connection type	Cable No. Original cable
Decoding start date/time	25-11-2025 10:10:31
Extraction (UFD) file data integrity	Intact
Extraction decoding version	17.1.0.5150
Extraction end date/time	13-11-2025 21:53:53(UTC+5:30)
Extraction ID	a709591d-39c6-40a0-be4c-1fecf3ddd292
Extraction start date/time	13-11-2025 17:55:37(UTC+5:30)
Extraction type	File System [Android ADB]
File System	
Internal version	7.75.0.92
Machine name	INVESTIGATOR
Preserved Extraction	False
Selected device name	SM-F946B
Selected manufacturer	samsung
UFED version	7.75.0.92
Unit identifier	1394818743

Image Hash Details (2)

Extraction images are verified.

#	Name	Info	
1	FileDump Verified	Path Size (bytes) MD5	EXTRACTION_FFS.zip 348676567360 N/A
2	KeyStore	Path Size (bytes) MD5	EXTRACTION_FFS.zip 189723 N/A

Contents

Type	Included in report	Total
User Accounts	50	185

User Accounts (50)

Events indicated in blue are ones that have been enriched.

#	User Account	Entries	Addresses	Notes	Deleted	*
1	**Creation time** 30-05-2023 09:42:18(UTC+5:30) **Username:** Ammeet@supremeaviation.com **Password:** Karisma$1234 **Service Type:** https://www.walmart.com/ **Source:** Chrome					
2	**Creation time** 10-03-2021 20:10:12(UTC+5:30) **Username:** Ammeet@supremeaviation.com **Password:** Sangeeta$123 **Service Type:** https://myhoa.appfolio.com/ **Source:** Chrome					

3	Creation time 13-05-2022 11:52:29(UTC+5:30) Username: Ammeet@supremeaviation.com Password: Sangeeta$123 Service Type: https://www.spicejet.com/ Source: Chrome					
4	Creation time 10-05-2021 18:12:03(UTC+5:30) Username: ammeet@supremeaviation.com Service Type: federation://www.kayak.com/accounts.google.com Source: Chrome					
5	Creation time 15-10-2017 01:33:09(UTC+5:30) Username: ammeet@supremeaviation.com Password: Sangeeta$123 Service Type: https://www.linkedin.com/ Source: Chrome					
6	Creation time 22-04-2018 21:15:35(UTC+5:30) Username: ammeet@supremeaviation.com Service Type: android://d83QBGRN5FhBqrie9nkVRQKFh_dZMVLeZcFA1YCOzX8r-4cr6BOfWRGV8XWnLliUXQ7BuoC8P5hm1_XMRec8AQ==@com.airbnb.android/ Source: Chrome					
7	Creation time 05-07-2023 10:55:50(UTC+5:30) Username: Ammeet@supremeaviation.com Password: 15091988 Service Type: https://www.shiamakindiaonline.com/ Source: Chrome					
8	Creation time 28-06-2022 22:26:47(UTC+5:30) Username: ammeet@supremeaviation.com Password: Sangeeta$123 Service Type: https://www.myshowing.com/ Source: Chrome					
9	Creation time 04-08-2022 08:33:18(UTC+5:30) Username: Ammeet@supremeaviation.com Password: Ammeet$123 Service Type: https://konagrill.myguestaccount.com/ Source: Chrome					

10	**Creation time** 18-08-2022 08:55:43(UTC+5:30) **Username:** ammeet@supremeaviation.com **Password:** Sangeeta$123 **Service Type:** https://tawkify.com/ **Source:** Chrome					
11	**Creation time** 21-11-2018 17:25:54(UTC+5:30) **Username:** Ammeet@supremeaviation.com **Password:** Ammeet12 **Service Type:** https://www.aa.com/ **Source:** Chrome					
12	**Creation time** 11-12-2023 23:07:41(UTC+5:30) **Username:** ammeet@supremeaviation.com **Password:** Ruchi$123 **Service Type:** https://www.elitecupid.com/ **Source:** Chrome					
13	**Creation time** 23-07-2022 04:14:55(UTC+5:30) **Username:** Ammeet@supremeaviation.com **Password:** Sangeeta$123 **Service Type:** https://ebbyhallidayleasingandpro pertymanagement.appfolio.com/ **Source:** Chrome					
14	**Creation time** 22-10-2017 12:41:45(UTC+5:30) **Username:** Ammeet@supremeaviation.com **Password:** Ruchi$123 **Service Type:** https://m.facebook.com/ **Source:** Chrome					
15	**Creation time** 30-06-2022 22:31:11(UTC+5:30) **Username:** Ammeet@supremeaviation.com **Password:** Sangeeta$123 **Service Type:** https://www.tenantbackgroundse arch.com/ **Source:** Chrome					
16	**Creation time** 20-03-2020 17:09:16(UTC+5:30) **Username:** Ammeet@supremeaviation.com **Password:** Sangeeta$123 **Service Type:** https://book.spicejet.com/ **Source:** Chrome					

17	Creation time 28-08-2022 02:48:36(UTC+5:30) Username: Ammeet@supremeaviation.com Password: Sangeeta$123 Service Type: https://www.totalwine.com/ Source: Chrome					
18	Creation time Username: ammeet@supremeaviation.com Password: password Service Type: com.osp.app.signin Source: Accounts					
19	Creation time Username: ammeet@supremeaviation.com Password: password Service Type: com.samsung.android.mobileservice Source: Accounts					
20	Creation time Username: Ammeet@supremeaviation.com Password: d.#bUp.?nBUT Service Type: com.google.android.gm.pop3 Source: Accounts					
21	Creation time Username: ammeet@supremeaviation.com Service Type: com.dropbox.android.multiaccount Source: Accounts					
22	Creation time Username: ammeet@supremeaviation.com Service Type: com.airbnb.android Source: Accounts					
23	Creation time Username: ammeet@supremeaviation.com Service Type: com.microsoft.skydrive Source: Accounts					
24	Creation time Username: ammeet@supremeaviation.com Service Type: com.microsoft.appmanager Source: Accounts					
25	Creation time Username: ammeet@supremeaviation.com Service Type: com.google Source: Accounts					

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26	Creation time Username: ammeet@supremeaviation.com Service Type: com.osp.app.signin Source: Accounts					
27	Creation time Username: ammeet@supremeaviation.com Service Type: com.samsung.android.mobileservice Source: Accounts					
28	Creation time Username: Ammeet@supremeaviation.com Service Type: com.google.android.gm.pop3 Source: Accounts					
29	Creation time Username: ammeet@supremeaviation.com Service Type: com.dropbox.android.multiaccount Source: Accounts					
30	Creation time Username: ammeet@supremeaviation.com Service Type: com.airbnb.android Source: Accounts					
31	Creation time Username: ammeet@supremeaviation.com Service Type: com.microsoft.skydrive Source: Accounts					
32	Creation time Username: ammeet@supremeaviation.com Service Type: com.microsoft.appmanager Source: Accounts					
33	Creation time Username: ammeet@supremeaviation.com Source: Google Calendar	User ID: 113063582421700488397				
34	Creation time Username: ammeet@supremeaviation.com Source: Google Drive					
35	Creation time Username: ammeet@supremeaviation.com Service Type: com.osp.app.signin Source: Samsung Cloud	User ID: physical_device_id 4109f4c60f44f74243fe6de963b536dd physical_device_id 4109f4c60f44f74243fe6de963b536dd user_id 7qim6ayhsc client_device_id cb3c2e63785098030 5f5402f40fd9bc7 client_device_id cb3c2e63785098030 5f5402f40fd9bc7				
36	Creation time Username: ammeet@supremeaviation.com Source: Google Maps					

37	Creation time Username: ammeet@supremeaviation.com Service Type: com.google					
38	Creation time Username: ammeet@supremeaviation.com Service Type: com.osp.app.signin					
39	Creation time Username: ammeet@supremeaviation.com Service Type: com.samsung.android.mobileservice					
40	Creation time Username: Ammeet@supremeaviation.com Service Type: com.google.android.gm.pop3					
41	Creation time Username: ammeet@supremeaviation.com Service Type: com.microsoft.skydrive					
42	Creation time Username: ammeet@supremeaviation.com Service Type: com.microsoft.appmanager					
43	Creation time Account Name: Ammeet Agarwal Source: Uber Photos: photo1.jpg	Email: Email ammeet@supremeaviation.com Phone: Phone 9870811224 User ID: UUID d0ab738d-9e9f-4733-abc9-4311a1231c0d				
44	Creation time Username: ammeet@supremeaviation.com Account Name: Ammeet K Agarwal Source: Dropbox					
45	Creation time Username: ammeet@supremeaviation.com Account Name: H.E. Capt Ammeet K AGARWAL Service Type: Google Source: Chrome					
46	Creation time Username: ammeet@supremeaviation.com Account Name: H.E. Capt Ammeet K AGARWAL Password: aas_et/AKppINaD1prwsbPQpmtMUHjId_f_erj7b1aYcV8A-2o4PeZYbinUuKFwBd8qNNuNCvB58ZUQs9RK11Z5v1p-Hz6AXvnmn2qz8sJuMwYNNQj7Edc22QVP3TcKqE6EL1XRLjvSJv2XkizlCPMvm0TVD9ir6Bi0JaEJzRmPOoTdfUaL5kes27UOMuHNA16LWoAKobceU42C1Jh5_7xi1WeV6FQ= Service Type: com.google Source: Accounts					

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47	**Creation time** **Username:** ammeet@supremeaviation.com **Account Name:** H.E. Capt Ammeet K AGARWAL **Source:** Google Photos					
48	**Creation time** **Account Name:** H.E.Capt Ammeet K Agarwal **Source:** WhatsApp **Photos:** photo1.jpg	**Email:** Google Drive Account ammeet@supremeaviation.com **Phone:** Mobile +919870811224 Mobile 919870811224 **User ID:** WhatsApp User Id 919870811224@s.whatsapp.net Additional Name Ammeet K AGARWAL				
49	**Creation time** **Account Name:** Roy Cook **Source:** Alexa	**Email:** Email ammeet@supremeaviation.com **Phone:** Phone number +919870811224	**Country:** 0, IN			
50	**Creation time** **Account Name:** Supreme Aviation **Source:** WhatsApp Business **Photos:** photo1.jpg	**Email:** Email ammeet@supremeaviation.com Google Drive Account generalaviationinc@gmail.com **Phone:** Home +14693483662 Mobile 14693483662 **User ID:** WhatsApp User Id 14693483662@s.whatsapp.net Additional Name Ammeet K AGARWAL Facebook Page Thumbnail https://scontent.xx.fbcdn.net/v/t1.30497-1/143086968_2856368904622192_1959732218791162458_n.png?stp=dst-webp&_nc_cat=1&ccb=1-7&_nc_sid=5f2048&_nc_ohc=NPlrr44Cv7oAX-16Q3K&_nc_ad=z-m&_nc_cid=0&_nc_ht=scontent.xx&oh=00_AfB8K3KRzt8HYLsMcwXYLe1Ex8-xRbkZEQ_mkMhwGL104A&oe=662F0C38 **Web address:** Professional https://sangeetaaviation.com Professional https://supremeaviation.com Facebook Name Supreme Aviation India	8601 Park Lane #313, Dallas TX 75231, 0			

Extraction Report - Google Android Generic

Cellebrite
www.cellebrite.com

Directorate of Forensic Science Laboratories, Home Department, Maharashtra State.
Vidyanagari, Kalina, Santacruz (E), Mumbai – 400 098
DFSL Case No.: Cy-842-2024 Ex-1

FSL MAHARASHTRA SCIENCE FOR JUSTICE

Summary

Cellebrite Physical Analyzer version	10.7.0.5035
Report creation time	27-11-2025 14:07:30 +05:30
Time zone settings (UTC)	(UTC+05:30) Kolkata (Asia)
Case name	Cy-842-2024 Ex-1
Case number	Cy-842-2024 Ex-1
Department	Cyber Forensics
Evidence number	Ex-1
Examiner name	TSK
Location	Mumbai

Source Extraction

Connection type	Cable No. Original cable
Decoding start date/time	25-11-2025 10:10:31
Extraction (UFD) file data integrity	Intact
Extraction decoding version	17.1.0.5150
Extraction end date/time	13-11-2025 21:53:53(UTC+5:30)
Extraction ID	a709591d-39c6-40a0-be4c-1fecf3ddd292
Extraction start date/time	13-11-2025 17:55:37(UTC+5:30)
Extraction type	File System [Android ADB]
File System	
Internal version	7.75.0.92
Machine name	INVESTIGATOR
Preserved Extraction	False
Selected device name	SM-F946B
Selected manufacturer	samsung
UFED version	7.75.0.92
Unit identifier	1394818743

Image Hash Details (2)

Extraction images are verified.

#	Name	Info	
1	FileDump Verified	Path Size (bytes) MD5	EXTRACTION_FFS.zip 348676567360 N/A
2	KeyStore	Path Size (bytes) MD5	EXTRACTION_FFS.zip 189723 N/A

Contents

Type	Included in report	Total
User Accounts	1	185
User Dictionary	4	40942

User Accounts (1)

Events indicated in blue are ones that have been enriched.

#	User Account	Entries	Addresses	Notes	Deleted	*
1	Creation time Account Name: H.E.Capt Ammeet K Agarwal Source: WhatsApp Photos: photo1.jpg	Email: Google Drive Account ammeet@supremeaviation.com Phone: Mobile +919870811224 Mobile 919870811224 User ID: WhatsApp User Id 919870811224@s.whatsapp.net Additional Name Ammeet K AGARWAL				

User Dictionary (4)

Events indicated in blue are ones that have been enriched.

#	Word	Locale	Frequency	Usage pattern	Typed text	Suggested word	Source	Deleted	*
1	trekair@gmail.com		27	Unknown					
2	trekair@gmail.com		27	Unknown					
3	trekair@gmail.com		0	Unknown					
4	trekair@gmail.com		0	Unknown					

फाईल क्र.– 3

आर्थिक गुन्हे विभाग, कक्ष-५ (ज. चि.-३), मुंबई

गु.र.क्र.३२/२०२४ भा.द.वि.कलम ४०९,४२०,४६५,
४६७,४६८,४७१,३४

(सहार पोलीस ठाणे गु.र.नं.४६४/२०२४)

'अंतिम अहवाल (ब समरी)'

मा. अति. मुख्य न्यायदंडाधिकारी, ४७ वे न्यायालय,

एस्प्लनेड कोर्ट मुंबई

कोर्ट केस नंबर :- /२०२६

फिर्यादी :- श्री विकास केशवराम शुक्ला, वय ३५ वर्षे,

आरोपी :- १) अमीत कमल अग्रवाल,

२) श्री.कमल नगरमल अग्रवाल ३) आकाश कमल अग्रवाल

४)नटवरलाल टिब्रेवाल, ५)लता टिब्रेवाल ६)शोरलाईट लिमिटेड

तपास अधिकारी :- पोलीस निरीक्षक, श्री गजेंद्र क्षीरसागर,

कक्ष-५, (ज.चि.३), आ.गु.वि. मुंबई

अनुक्रमणिका

आर्थिक गुन्हे विभाग, मुंबई, कक्ष -५(जनरल चिटींग -३)

गु.र.क्र.३२/२०२४, भा.द.वि. कलम- ४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४

(सहार पोलीस स्टेशन गु.र.क्र.४६४/२०२४) कोर्ट केस क्र. /२०२६

अंतिम अहवाल (B summary)

फाईल क्र.-०३

अ.क्र	तपशील	मुळ Original	साक्षांकीत/ स्थळप्रत	छायांकीत
१	CP 88/397-398,235/NCLT/MUM/MH/2015 या प्रकरणात मा.NCLT न्यायालयाने दि. २५/०४/२०१७ रोजी दिलेले आदेशाची प्रत	--	१	--
२	CA 625/2022 in CP 88(MB)2015 या प्रकरणात मा.NCLT न्यायालयाने दि.०५/१२/२०१७ रोजी दिलेले आदेशाची प्रत	--	--	२ ते ३
३	Contempt Petition No.4 of 2023 in CP 88(MB)2015 या प्रकरणात मा.NCLT न्यायालयाने दि.१८/०५/२०२३ रोजी दिलेले आदेशाची प्रत	--	--	४ ते ६
४	IA No.2380 of 2023 in CP(IB) No.368/MB/C-II/2023 या प्रकरणात मा.NCLT न्यायालयाने दि.०८/०९/२०२३ रोजी दिलेले आदेशाची प्रत	--	--	७ ते २०
५	CA 38/2017 in CP 88(MB)2015 या प्रकरणात मा.NCLT न्यायालयाने दि.१८/०९/२०२३ रोजी दिलेले आदेशाची प्रत	--	२१	--
६	Contempt Petition No.4 of 2023 in CP 88(MB)2015 या प्रकरणात मा.NCLT न्यायालयाने दि.१७/१०/२०२३ रोजी दिलेले आदेशाची प्रत	--	२२ ते २३	--
७	Contempt Petition No.4 of 2023, CA 625/2022 in CP 88(MB)2015 या प्रकरणात मा. NCLT न्यायालयाने दि.१९/१२/२०२३ रोजी दिलेले आदेशाची प्रत	--	२४ ते २९	--
८	एअरक्राप्ट पर्चेस ॲग्रीमेंट रद्द केल्याबाबत यांनी मिशेल निफेल यांना IRP प्रशांत जैन यांनी दिलेले पत्र	--	--	३० ते ३२
९	CA 324/2023 in CP 88(MB)2015 या प्रकरणात मा.NCLT न्यायालयाने दि.०१/०८/२०२३ रोजी दिलेले आदेशाची प्रत व सलग्ण कागदपत्र	--	--	३३ ते ४८
१०	IA 5487/2023 in C.P.(IB)368/MB/2023 या प्रकरणात मा.NCLT न्यायालयाने दि. १०/१०/२०२४ रोजी दिलेले आदेशाची प्रत	--	--	४९ ते ६९
११	IA 5487/2023 in C.P.(IB)368/MB/2023 या प्रकरणात मा.NCLT न्यायालयाने दि. १०/१०/२०२४ रोजी दिलेल्या आदेशाविरूध्द अमित अगरवाल यांनी मा. NCLAT न्यायालयात दाखल केलेले अपील	--	--	७० ते ७३
१२	मा. NCLAT न्यायालयाने दि.१४/११/२०२५ रोजी दिलेल्या आदेशाची प्रत	--	--	७४

१३	कॉर्पोरेट व्यवहार मंत्रालयाचे दि.०३/१०/२०२३ रोजीची अधिसुचना व संलग्न कागदपत्रे	--	--	७५ ते ८१
१४	साक्षिदार श्री.राजेंद्र सिंग राव यांना दिलेले सुचना पत्र	--	८२ ते ८३	--------
१५	साक्षिदार श्री.राजेंद्र इंद्रसिंग राव यांनी एअर क्राफ्ट लॉजिस्टिक, ट्रान्सपोर्ट,शिर्पींग, इंनव्हॉइस या संदर्भात सादर केलेली कागदपत्रे	--	--	८४ ते २२६
१६	बॅक ऑफ इंडिया यांनी दिलेले पत्र व सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. कंपनीचा खाते उतारा,के.वाय. सी.कागदपत्रे भा.पु.का.कलम ६५ (ब)(४) प्रमाणपत्र इत्यादी.	२२७ ते २२८, २५३ ते २५४	--	२२९ ते २५२
१७	बॅक ऑफ बडोदा यांना बॅक खाते फ्रिज करण्याबाबत दिलेले पत्र व बॅकेने दिलेला अहवाल	२५६	२५५	--
१८	साक्षिदार श्री. विमल जगदीश अग्रवाल यांनी केलेला ई-मेल व पत्र	२५९	--	२५७ ते २५८
१९	कंपनी रजिस्टार, जयपुर एअरपोर्ट कार्यालय, कस्टम हाउस मुंद्रा गुजरात यांना माहिती मिळण्यासाठी दिलेली पत्र	--	२६० ते २६३	--
२०	श्रीमती चंद्रा क्रॉफर्ड एस्क्रो एजंन्ट, पॉवेल एअरक्राफ्ट टायटल सर्विस यांना गुन्हया संदर्भात माहिती मिळण्याकरीता दिलेले पत्र	२६४ ते २६५	--	--
२१	वपोनि प्रशासन आगुवि यांना आरोपी अमित अगरवाल यांचा पासपोर्ट परत मिळणेबाबत दिलेले पत्र, पासपोर्ट परत केल्याचाममो व मा.न्यायालयाचे आदेश व इतर संलग्न कागदपत्रे	--	२६६ ते २७२	२७३ ते २८७
२२	फिर्यादि विकास शुक्ला यांनी विमान व्यवहारासंबीत झालेल्या खर्चा बाबत सादर केलेले कागदपत्रे	२८८ ते २९२	--	२९३ ते ३७६
२३	फिर्यादी विकास शुक्ला यांनी एक्सीस बॅके संबधीत सादर केलेले पत्र व संलग्न कागदपत्रे	३७७ ते ३७९	--	३८० ते ४१६
२४	फिर्यादी विकास शुक्ला यांनी मा. एन.सी.एल.टी. न्यायालयाचे दिनांक १०/१०/२०२४ रोजीचे आदेशाची प्रत सादर करण्याबाबत दिलेलो पत्र व इतर संलग्ण कागदपत्रे	४१७ ते ४१९	--	४२० ते ४४२
२५	फिर्यादी विकास शुक्ला यांनी गुन्हया संबधाने अतिरीक्त माहिती बाबत दिलेले पत्र	४४३ ते ४४६	--	--
२६	फिर्यादी विकास शुक्ला यांना गुन्हयासंबधाने कागदपत्रे सादर करण्याबाबत दिलेले पत्र व विकास शुक्ला यांनी सादर केलेला अहवाल व कागदपत्रे	४४८ ते ४५०	४४७	४५२ ते ४६८
२७	मुंद्रा पोर्ट, कस्टम विभाग गुजरात यांनी श्री.प्रशांत जैन आय.आर.पी. यांन दिलेले पत्र व त्याबाबत प्रशांत जैन यांनी सादर केलेला अहवाल/ई मेल	--	--	४६९ ते ४७८
		एकुण	४७८	

(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक,
कक्ष-५, ज.चि.-३, आ.गु.वि., मुंबई

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NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

C.P No. 88/(MAH)/2015

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 25.04.2017

NAME OF THE PARTIES: Mr. Satish Kisanlal Agarwal & Ors.
V/s.
M/s. Supreme Transport Organisation Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397/398 & 235 of the Companies Act 1956 and 241/242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1.	Rishi Sood	Adv. for P-1 & 2	[signature]
2	Dr S. K. Jain	PCS for Resp R1 to 5	[signature]

ORDER

CP 88/397-398,235/NCLT/MUM/MH/2015

For the respondent company secretary appearing on behalf of the respondent side stated that the company not selling the property of the company, we don't find any urgency in this case.

List this case on 13-06-2017.

Sd/-
V. NALLASENAPATHY
Member (Technical)

Sd/-
B.S.V. PRAKASH KUMAR
Member (Judicial)

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

Certified True Copy
Copy Issued "free of cost"
On 11/07/2024

11/07/2024
Deputy Registrar
National Company Law Tribunal Mumbai Bench

Status quo Order

NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI BENCH

Item 8

CA 625/2022 in CP/88(MB)2015

CORAM:
SH. SHYAM BABU GAUTAM
HON'BLE MEMBER (T)

JUSTICE P.N. DESHMUKH (Retd.)
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **05.12.2022**

NAME OF THE PARTIES: **Supreme Transport Organisation Pvt. Ltd.**
VS
Satish Kisanlal Agarwal

Appearance (via video-conference):
For the Applicant : Mr. P. Nagesh, Sr Adv, Ms. Lakshmi Gurung, Mr. Manish G Varma, Ms. Surbhi Soni, Ms. Mampy Karmakar

For the Petitioner : Rakesh K. Singh alongwith Shivani Soni

Section. 241(1) & 242(4)

ORDER

IA 625/2022:-

This is an Application filed by Mr. Vimal Agrawal and others seeking various prayers under the said Company Application. The Ld. Counsel appearing for the Respondent Nos. 2, 5 and 6 present and seeks time to place on record affidavit in reply. However, ld. Counsel for the Applicant invited our attention to order dated 25.04.2017 whereby the respondent stated across the Bar that Company is not selling the Property. He has further invited our attention on Page 45 where the sale deed entered between Supreme Transport Organisation Pvt. Ltd *i.e.* Respondent No.1 herein and Sangeeta Aviation Services Pvt. Ltd. *i.e.* Respondent

Amreet Kaur Arora

No.7 herein on 18.09.2018. Considering the above facts and on perusal of the record, Respondent Nos. 2, 5 and 6 are directed to maintain *status quo* (as on today) till the next date of hearing. Ld. Counsel for the Respondent Nos. 2, 5 and 6 are directed to place on record affidavit in reply well before the adjourned date by duly serving copy to the other side well in advance. List this matter on Board on **24.01.2022**.

Sd/-

SHYAM BABU GAUTAM
Member (Technical)

Sd/-

JUSTICE P.N. DESHMUKH
Member (Judicial)

Akash

Annexure-5

~~EXHIBIT "A"~~

EXHIBIT "B"

NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI

Item No. 8

Contempt Petition No. 4 of 2023 IN CP/88(MB)2015

CORAM:
MS. ANU JAGMOHAN SINGH
HON'BLE MEMBER (T)

Mr. H.V. SUBBA RAO
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON 18.05.2023

NAME OF THE PARTIES: - **Supreme Transport Organisation Private Limited**

Vs

Satish Kisanlal Agarwal

Section 241(1) & 242(4) of the Companies Act, 2013

ORDER

1. Heard Ld. Counsel Ms. Laxmi Gurung appearing for the Petitioner.

   None appeared for the Respondents.

2. The above Contempt Petition is filed alleging violation of status quo Order 05.12.2022 by Respondents, at this juncture pending hearing and disposal of the above Contempt Petition the learned counsel of the Petitioner sought an order of injunction restraining the Respondents from disposing of the Aircraft having description VT-UDN Cessna Grand Caravan C208B 2013 (OLD & Used AIRCRAFTS PARTS)-Without Engine.

NOTARY GOVT. OF INDIA IQBAL U. R. QURESHI Greater Mumbai Reg. No. 16072 Exp. On 29 Dec. 2024

NOTARY GOVERNMENT OF INDIA HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027

3. In support of the above interim relief, she has placed before this Tribunal Invoice dated 29.04.2023 along with the letter dated 13.05.2023 issued by the Deputy Commissioner (DE), Customs House, Mundra granting permission for exporting the said Aircraft which was alleged to have been purchased by TREK AIR BV from the Company. Even though it was mentioned in the Invoice that there was no engine in the Aircraft, the above two documents relied by the Petitioner demonstrates that the Respondents are trying to ship the above stated Aircraft beyond India. Thus, we find that there is force in the submission made by the learned counsel for the Petitioner.

4. For the aforesaid reasons, this Bench is of the considered opinion that the Petitioner is justified in asking for the above reliefs. This Tribunal is of the further view, that unless a restraint order is issued, there is every likelihood of shipping the Aircraft out of India. In which event, serious hardship will be caused to the Petitioner. Therefore, considering the aforesaid circumstances the Respondent is restrained from shipping the above stated Aircraft out of India and further the Custom Authorities are directed not to permit shipping the Aircraft or parts thereof until further orders.

5. The Registry and the Petitioner herein are directed to communicate this order to the Respondents as well as the Deputy Commissioner Customs

NOTARY ... OF INDIA

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

House Mundra Port and Deputy Commissioner (Export) Custom House Mundra forthwith.

6. List this matter on 11.07.2023.

Sd/-

ANU JAGMOHAN SINGH

Member (Technical)

18.05.2023

Priyal

Sd/-

H.V. SUBBA RAO

Member (Judicial)

7

IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT-II

IA No. 2380 of 2023
IN
CP (IB) No. 368/MB/C-II/2023

In the Application of IA No. 2380 of 2023

Under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 ("code")

Axis Bank Limited

...Applicant

V/s

Supreme Transport Organization Private Limited

...Respondent

In the matter of

Axis Bank Limited

...Financial Creditor

Versus

Supreme Transport Organization Private Limited

...Corporate Debtor

Order Delivered on : 08.09.2023

Coram:

Hon'ble Member (Technical)
Mr. Anil Raj Chellan

Hon'ble Member (Judicial)
Mr. Kuldip Kumar Kareer

Appearances:

For the Applicant/Financial Creditor : Adv. Prakash Shinde a/w Yash Dhruva and Meghna Arvind

IN THE NATIONAL COMPANY LAW TRIBUNAL MUMBAI
BENCH, COURT-II

IA No. 2380 of 2023
IN
CP (IB) No. 368/MB/C-II/2023

For the Respondent/Corporate Debtor : Adv. Shyam Kapadia a/w
P. Ranjan and Yash Jain

ORDER

Per: Kuldip Kumar Kareer, Member Judicial

1. This Company petition is filed by Axis Bank Limited (hereinafter called as "Financial Creditor") seeking to initiate Corporate Insolvency Resolution Process (CIRP) against Supreme Transport Organisation. (hereinafter called as "Corporate Debtor") by invoking the provisions of Section 7 Insolvency and bankruptcy code (hereinafter called "Code") read with Rule 4 of Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules, 2016 for resolution of an unresolved Financial Debt of Principal amount being Rs. 10,49,26,262/- (Rupees Ten Crores Forty-Nine Lakhs Twenty-Six Thousand Two Hundred and Sixty Two only) and interest being 6,46,69,647.29/- (Rupees Six Crores Forty Six Lakhs Sixty Nine Thousand Six Hundred and Forty Seven and Twenty Nine Paisa only) aggregating to Rs. 16,95,95,909.29/- (Rupees Sixteen Crores Ninety-Five Lakhs Ninety-Five Thousand Nine Hundred and Nine and Twenty-Nine Paisa only) as on 16.03.2023. The date of default is on 01.05.2019 and was declared as NPA on 30.07.2019.

IN THE NATIONAL COMPANY LAW TRIBUNAL MUMBAI
BENCH, COURT-II

IA No. 2380 of 2023
IN
CP (IB) No. 368/MB/C-II/2023

Facts of the Case:-

2. It is submitted by the Financial Creditor that the Corporate Debtor was sanctioned a loan facility aggregating to Rs. 24.90 crores vide sanctioned letter dated 27.03.2017. Following the sanctioning of the loan, the Corporate Executed Loan Agreement dated 30.03.2017. The Corporate Debtor further created equitable mortgage of its properties by executing a Memorandum of Entry dated 31.03.2017. The Corporate Debtor further executed a Declaration cum Confirmation deed dated 03.04.2017. It also executed a deed of hypothecation dated 30.03.2017 hypothecating all outstanding, monies receivable, claims and bills etc. A demand Promissory Note dated 29.03.2017 was also executed towards Term Loan Facility and a separate demand notice was executed on 29.03.2017 towards invoice billing discounting facility. To secure the repayment of the loan, Deeds of Guarantee dated 29.03.2017 were separately executed by Mr. Akash Kamal Agrawal, Mr. Ammeet Kamal Agrawal, Mr. Girish Jagdishkumar Agarwal and Mr. Kamal Agarwal.

3. It is further stated that pursuant to the Loan Agreement executed between the Financial Creditor and the Corporate Debtor, an amount of Rs. 12.50 crores were disbursed as on 31.03.2017. However, the Corporate Debtor failed to repay dues under the Term Loan Facility, and started committing default in repayments. Eventually, the Corporate Debtor was classified as

Non-Performing Asset on 30.07.2019. On 28.02.2020, the Financial Creditor issued a recall notice to the Corporate Debtor and the Guarantors to pay the outstanding dues of Rs. 11,68,23,187/- due and payable as on 31.01.2020. However, no payment was made by the Corporate Debtor.

4. It is further submitted that the Financial Creditor issued several remainders including demand notice dated 24.08.2020 under Section 13 (2) SARFESI Act but despite that no payment was made by the Corporate Debtor. Instead, the Corporate Debtor vide letter dated 23.10.2020 proposed to the Financial Creditor One Time Settlement of Rs. 5 crores against the entire pending dues. Later on, the Corporate Debtor vide letter dated 02.11.2020 modified/enhanced the offer to Rs. 5.50 crores.

5. The Financial Creditor has further submitted that the Corporate Debtor has committed a default of Rs. 16,95,95,909.29/- as on 16.03.2023. Hence the Petition.

Reply Filed by the Respondent/Corporate Debtor:-

6. In the reply filed by the Respondent/Corporate Debtor, it has been admitted that the Financial Creditor sanctioned a Term Loan Facility of Rs. 12.50 crores and Invoice Bill Discounting facility of Rs. 12.40 crores against execution of various documents by the Corporate Debtor and its Directors. The Corporate Debtor has further mortgaged and hypothecated its

properties with the Financial Creditor. However, the Financial Creditor failed to disburse the entire Loan Facility of Rs. 24.90 crores, as promised in the sanctioned letter.

7. It is further stated that the Corporate Debtor lodged complaints with the Financial Creditor that three of its high valued properties were got wrongly mortgaged by the Financial Creditor for a loan of Rs. 12.50 crores. Thereafter, the Financial Creditor sent a revised sanction letter dated 27.03.2018 mentioning that the Invoice Bill Discounting facility had been cancelled and the property situated at Village- Khanavale, Taluka-Panvel & District- Raigad would be released. However, the said property was not released from mortgaged despite assurances given by the Financial Creditor. In this manner, the Financial Creditor continued to unlawfully hold the charge of the Panvel property. The Corporate Debtor came to know that the Financial Creditor had misplaced the original documents pertaining to said property. The Financial Creditor further wrongfully deprived the Corporate Debtor of the funds agreed to be granted causing acute loss to it.

8. It is further stated that the Financial Creditor has also filed Original Application No. 64 of 2021 with the Hon'ble Debt Recover Tribunal, Mumbai against the Corporate Debtor which is still pending. The Corporate Debtor further states that the present application is barred by time. Moreover, the Financial Creditor was not entitled to retain the title documents of the properties of the Corporate Debtor as collateral security when the

entire amount of the sanctioned loan was not disbursed. The Corporate Debtor has denied all other allegations made in the petition as wrong and baseless and has also prayed for dismissal of the same.

FINDINGS

9. We have heard the Counsel for the parties and gone through the record.

10. During the course of arguments, the Counsel for the Applicant has argued that the factum of debt and default stands established on record. According to the Counsel for the applicant, the loan was sanctioned vide sanctioned letter dated 27.03.2017 (Annexure G). The Counsel for the Applicant has further referred to the Term Loan Agreement (Annexure H) executed between the parties. Counsel for the Applicant has further referred to the Memorandum of Entry (Annexure I) dated 31.03.2017 whereby the Corporate Debtor mortgaged its properties by deposit of title deeds.

11. According to the Counsel for the Applicant, the Corporate Debtor submitted default in repayment and notice dated 25.11.2019 to the Corporate Debtor classifying its account as Non-Performing Asset (NPA). The Counsel for the Applicant has further referred to the letters (Annexures X) dated 23.10.2020 and Annexure Y dated 02.11.2020 whereby the Corporate Debtor

offered One Time Settlement of Rs. 5 crores and again Rs. 5.50 crores respectively. The Counsel for the Applicant has further argued that by submitting One Time Settlement offers through the aforesaid letters, the Corporate Debtor has acknowledged its liability to pay the outstanding sum to the applicant. Therefore, the instance application under Section 7 of the Insolvency and Bankruptcy Code, 2016 deserves to be admitted.

12. On the other hand, the Counsel for the Respondent/Corporate Debtor has argued that the present case is not a fit one to be "admitted" under Section 7 of the Code. The Counsel for the Corporate Debtor has further argued that as per the sanctioned letter dated 27.03.2017, a sum of Rs. 24.90 crores were agreed to disbursed by the Applicant/Bank to the Corporate Debtor. However, as against this, only 50% of the sanctioned amount was disbursed. On the contrary, the Applicant/Bank made the Corporate Debtor mortgage its properties to it which were worth more than Rs. 25 crores, as shown in the Memorandum of Entry. The Counsel for the Applicant has further pointed out that one of the mortgaged properties situated at Panvel was worth more than Rs. 16 crores.

13. The Counsel for the Corporate Debtor has further argued that when the Corporate Debtor asked the Applicant/Bank to release one of the properties, the Applicant/Bank imposed certain unreasonable conditions due to which it became difficult for Corporate Debtor to smoothly runs its business and to arrange for

credit from other sources. Therefore, the Applicant/Bank cannot be allowed to take advantage of its own wrongs.

14. Counsel for the Respondent/Corporate Debtor has further argued that even otherwise the present application under Section 7 of the Code deserves to be dismissed in the light of a law laid down by ***the Hon'ble Supreme Court in the matter of Vidarbha Industries Power Limited Vs. Axis Bank Limited (Civil Appeal No. 4633 of 2021 decided on 12.07.2022*** whereby it has been held that it is not object of the IBC to penalize the solvent companies, temporarily defaulting in repayment of its financial debts by initiating CIRP. It was further held that Section 7 (5) (a) of the IBC confers discretionary power on the Adjudicating Authority to admit an application of a Financial Creditor under Section 7 for initiation of CIRP. In this regard, it has been contended by the Counsel for the Corporate Debtor that the value of just one property situated at Panvel mortgaged with the applicant bank is about Rs. 16 crores which shows that the Corporate Debtor has sufficient back up to discharge its liabilities.

15. The Counsel for the Corporate Debtor has further pointed out that the arbitration proceedings between the Corporate Debtor and an Insurance Company are pending whereby the insurance company has offered to pay an amount of Rs. 11 crores to the Corporate Debtor by way of settlement. In this regard, Counsel for the Corporate Debtor has relied upon the minutes of a meeting held on 16.06.2022, which are attached with the additional affidavit filed by the Corporate Debtor. In the said minutes, it is

recorded that New Indian Assurance Company Limited is ready to settle the claim of the Corporate Debtor for a sum of Rs. 11 crores.

16. The Counsel for the Corporate Debtor has further argued that since the Corporate Debtor is having enough sources, as indicated above, in the shape of a valuable property worth more than Rs. 16 crores and another amount of Rs. 11 crores is likely to be realized from the Insurance Company with whom arbitration proceedings are pending, the Corporate Debtor cannot be admitted into CIRP merely for non-payment of Rs. 16 crores. Therefore, according to the Counsel for the Corporate Debtor the present case is squarely covered under the law laid down by the Hon'ble Supreme Court in Vidarbha Industries Limited is case (supra).

17. We have weighed the contentions raised by the Counsel for the parties and gone through the record.

18. So far as the question of debt and default is concerned, the same has not been disputed by the Corporate Debtor. It has also not disputed a sum of about Rs. 16 crores are outstanding. In addition, to this, the Corporate Debtor has candidly admitted its liability when it submitted the OTS proposal to pay a sum of Rs. 5.50 crores towards the outstanding dues.

19. The only question which is left to be resolved in this case is as to whether the discretion under Section 7 of the Code has to be

exercised or not in the light of law laid down in Vidarbha Industries Limited case. In this context, it would be pertinent to refer to the OTS proposal letter dated 02.11.2020 addressed by the Corporate Debtor to the applicant bank wherein it is stated that increased amount of settlement beyond of Rs. 5.50 crores would burden the Corporate Debtor financially. From whatever has been stated in the said letter, it is evident that the Corporate Debtor is facing acute financial difficulty and was not able to shell out more than Rs. 5.50 crores against an admitted liability of more than Rs. 15 crores. This speaks volumes about the financial health of the Corporate Debtor.

20. Secondly, there is no concrete evidence on record that the Corporate Debtor holds properties or just one property held by the Corporate Debtor is sufficient to fetch a sum of Rs. 16 crores instantly. Similarly, till date, no arbitration award is shown to have been passed in favour of the Corporate Debtor in respect of the alleged amount of Rs. 11 crores. Apart from this, it has been held by the Hon'ble Supreme Court in the matter of M. ***Suresh Kumar Reddy Vs. Canara Bank & Others. (Civil Appeal No. 7121 of 2022 decided on 11.05.2023*** that the decision in the case of Vidarbha Industries Limited cannot be read and understood as taking a view which is contrary to the view taken in the case of ***Innoventive Industries Ltd. vs ICICI Bank & Anr. (Civil Appeal Nos. 8337-8338 of 2017 and E.S. Krishnamurthy & Ors. vs. M/s Bharath Hi Tech Builders (Civil Appeal No 3325 of 2020)*** which still holds good.

functions as mentioned under the Insolvency & Bankruptcy Code, 2016.

d) The Financial Creditor shall deposit an amount of Rs. 3 Lakhs towards the initial CIRP cost by way of a Demand Draft drawn in favour of the Interim Resolution Professional appointed herein, immediately upon communication of this Order.

e) Having admitted the Petition/Application, the provisions of **Moratorium** as prescribed under **Section 14 of the Code** shall be operative henceforth with effect from the date of order hereby prohibits the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority; transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein; any action to foreclose, recover enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitization and Reconstruction of Financial Assets and

21. Hence, from a perusal of the record and the documents relied upon by the Financial Creditor, it stands proved that there has been a financial debt in respect of which default has been committed by the Corporate Debtor and further that the Application has been filed within the period of limitation. Therefore, the Application u/s 7 of the Code, deserves to be admitted. It is ordered accordingly in the following terms:

ORDER

a) **The above Company Petition No. (IB) 368 (MB)/2023 is hereby admitted** and initiation of Corporate Insolvency Resolution Process (CIRP) is ordered against **Supreme Transport Organization Private Limited.**

b) In view of the admission of the above Company Petition, **IA No. 2380 of 2023 is infructuous**.

c) This Bench hereby **appoints Mr. Prashant Jain, Registration No: IBBI/IPA-001/IP-P00799/2017-18/11374 as the Interim Resolution Professional having registered address at A-501, Shanti Heights, Plot No. 2,3,9b/10, Sector 11, Koparkharine, Navi Mumbai - 400709, email :-** ipprashantjain@gmail.com, to carry out the

Enforcement of Security Interest Act, 2002; the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the Corporate Debtor.

f) That the supply of essential goods or services to the Corporate Debtor, if continuing, shall not be terminated or suspended or interrupted during moratorium period.

g) That the provisions of sub-section (1) of Section 14 shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.

h) That the order of moratorium shall have effect from the date of pronouncement of this order till the completion of the corporate insolvency resolution process or until this Bench approves the resolution plan under sub- section (1) of section 31 or passes an order for liquidation of corporate debtor under section 33, as the case may be.

i) That the public announcement of the corporate insolvency resolution process shall be

made immediately as specified under section 13 of the Code.

j) During the CIRP period, the management of the Corporate Debtor will vest in the IRP/RP. The suspended directors and employees of the Corporate Debtor shall provide all documents in their possession and furnish every information in their knowledge to the IRP/RP.

k) Registry shall send a copy of this order to the concerned Registrar of Companies for updating the Master Data of the Corporate Debtor.

Accordingly, this Petition is admitted.

The Registry is hereby directed to communicate this order to both the parties and to IRP immediately.

Sd/-
ANIL RAJ CHELLAN
(MEMBER TECHNICAL)

Sd/-
KULDIP KUMAR KAREER
(MEMBER JUDICIAL)

NATIONAL COMPANY LAW TRIBUNAL
COURT ROOM NO. 1,
MUMBAI BENCH

Item No. 37

CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018 CA 625/2022 CA 4/2023 CA 285/2023 CA 314/2023 In CP/88(MB)2015

CORAM:

SH. PRABHAT KUMAR **JUSTICE VIRENDRASINGH BISHT (Retd.)**
HON'BLE MEMBER (TECHNICAL) **HON'BLE MEMBER (JUDICIAL)**

ORDER SHEET OF THE HEARING ON **18.09.2023**

NAME OF THE PARTIES: **SUPREME TRANSPORT ORGANISATION PVT. LTD. V/S SATISH KISANLAL AGARWAL**

Section 241(1) Sec. 242(4) Sec 425 of the Companies Act, 2013

ORDER

1. It is brought to our notice that section 7 petition against the respondent is admitted in C.P. No. 368/2022 vide order dated 08.09.2023 by Court -2.
2. Consequently, this **CP/88(MB)2015** becomes infructuous.
3. All the pending IAs'/MAs' if any, filed in the present petition shall also stand disposed of having become infructuous.

Contempt Application 4/2023 –

List this contempt application on **17.10.2023** for hearing.

Sd/-
PRABHAT KUMAR
MEMBER (TECHNICAL)

Sd/-
JUSTICE VIRENDRASINGH BISHT
MEMBER (JUDICIAL)

Sapna

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

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On 4/10/2024
Deputy Registrar 4/10/2024
National Company Law Tribunal Mumbai Bench

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NATIONAL COMPANY LAW TRIBUNAL

COURT ROOM NO. 1,

MUMBAI BENCH

Item No. 70

CA 4/2023 in CP/88(MB)2015

CORAM:

SH. PRABHAT KUMAR **JUSTICE VIRENDRASINGH BISHT (Retd.)**

HON'BLE MEMBER (TECHNICAL) **HON'BLE MEMBER (JUDICIAL)**

ORDER SHEET OF THE HEARING ON **17.10.2023**

NAME OF THE PARTIES: **SUPREME TRANSPORT ORGANISATION PVT. LTD V/s SATISH KISANLAL AGARWAL**

Section 241(1)-242(4), 425 of the Companies Act, 2013

ORDER

CA 4/2023 in CP/88(MB)2015

1) Ms. Surbhi Soni, Ld. Counsel for the Applicant and Ms. Mily Ghoshal, Ld. Counsel for the Resolution Professional of the Corporate Debtor are present.

2) Status quo order is vacated as the Respondent Company is already admitted under the Corporate Insolvency Resolution Process *vide* order dt. 08.09.2023, passed in Company Petition bearing CP (IB) No. 368 of 2022.

3) Applicant seeks short adjournment in the matter. At request, stand over to 02.11.2023, for further consideration and hearing. At the request of both sides, matter will be heard though Video Conferencing. Parties should be ready with requisite infrastructure to share the documents on-line during the hearing.

Sd/-

PRABHAT KUMAR
MEMBER (TECHNICAL)

Sd/-

JUSTICE VIRENDRASINGH BISHT
MEMBER (JUDICIAL)

Vedant Kedare

Certified True Copy
Copy Issued "free of cost"
On 11/07/2024

Deputy Registrar 11072024
National Company Law Tribunal Mumbai Bench

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THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH-I

Contempt Application 04 OF 2023

Under Section 425 of the Companies Act, 2013

Mr. Vimal Agrawal & Another

...Applicant

Vs.

Mr. Kamal N. Agrawal & others

...Contemnors

In

Company Application 625 OF 2022

Under Companies Act, 2013

Mr. Vimal Agrawal & Another

...Applicant

Vs.

Supreme Transport Organisation Pvt. Ltd. & Others

...Respondent

In the matter of

Company Petition 88 OF 2015

Under Section 397-398 of the Companies Act, 1956

Mr. Satish Kisanlal Agrawal (Deceased) & others

...Petitioners

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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Contempt Application 04 OF 2023
In
Company Application 625 OF 2022
In
Company Petition 88 OF 2015

Vs.

Supreme Transport Organisation Pvt. Ltd. & Others

...Respondents

Order delivered on: 19/12/2023

Coram:

Shri Prabhat Kumar
Hon'ble Member (Technical)

Justice Shri V.G. Bisht
Hon'ble Member (Judicial)

Appearances (via videoconferencing):

For the Applicant : Mr. Rishi Sood a/w Ms. Surbhi Soni, Advocate

For the Respondent : Ms. Mily Ghoshal a/w Ms. Sophia, Advocate

ORDER

Per: V.G. Bisht, Member (Judicial)

1. This Contempt Application No. 4/2023 has been filed by Shri Vimal Agrawal and Shri Girish Agrawal ("Applicants") against Shri Kamal N Agrawal, Shri Anmeet Kamal Agrawal and Shri Akash Kamal Agrawal ("Contemnor No1, 2 & 3" respectively) in the matter of proceeding u/s 397-398 of the Companies Act, 1956 in CP No. 88/2015 in case of Supreme Transport Organisation Private Limited. The Applicant has sought following reliefs:

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

a. Hold the Contemnors guilty of contempt for wilfully disobeying the Order dated 05.12.2022 of this Hon'ble Tribunal and punish them with strict imprisonment and severe fine;
b. To cancel all the sale transactions undertaken in violation of the orders of this Hon'ble Tribunal dated 25.04.2017 and 05.12.2022;
c. Cancel the sale of Aircraft VT-UDN Cessna Grand Caravan currently lying at the Mundra Sea Port and bring it back to the Company:
d. In the alternative deposit the market value of the assets of the Company Le Rs.9 crores on account of sale of property at Kanakia Wall Street, Mumbai plus Rs. 1 crore on account of sale of property at Ahmedabad plus Rs.15 crores on account of sale of Vehicles plus Rs. 4.5 crores on account of sale of aircraft all totaling to Rs. 29.5 crores plus sale proceeds arising out of sale of any other properties;
e. Direct deposit of passports of the Contemnors before this Hon'ble Tribunal and direct them not to leave India;
f. Direct the Contemnors to pay the cost of this Petition;
g. Direct any further order(s)/directions be passed as this Hon'ble Tribunal may deem fit.

2. This Tribunal vide order dated 05.12.2022 had directed the Contemnor No.1 to 3 who were Respondent No.2, 5 & 6 in CP 88/2015 to maintain status-quo (as on today) till next date of hearing i.e. 24.01.2023. This status-quo was in relation to sale of properties of Respondent Company apprehended by the Petitioners.

3. The Applicants have filed the present Contempt Petition under section 425 OF the Companies Act, 2013 for wilful disobedience of the order dated 05.12.2022 of this Tribunal, by the Contemnors herein who are the

Respondent Nos. 2, 5 and 6 in the main Company Petition No. 88(MB) of 2015 and are in charge of the day-to-day affairs of the Respondent Company.

4. It is the case of the Applicant that the Contemnor No.1 to 3 are in charge of the day to day affairs of the Respondent Company and are bound by the orders of this Bench. While they had represented before this Tribunal on 25.04.2017, which is recorded in the daily order passed on that day, that company is not selling any property and this Tribunal had ordered status-quo on 05.12.2022 taking note of this record. However, the applicants came across one advertisement in the newspaper "The Times of India, Mumbai Edition, dated 20.01.2023" by Mr. Bhalchandra H Nikte, Advocate for Nikte & Nikte, having office at 201, Amelia, Near Hotel Ambassador, Model Colony, Shivaji Nagar, Pune-411016, contact details 020-25651112/13 seeking to investigate the clear and marketable title of all piece and parcel of Final Plot admeasuring 5460 sq.mtrs carved out of Survey No.103/12/A area admeasuring 2810 sq.mtr, Survey No. 103/2, area admeasuring 430 Sq.mtr & Survey No. 102/2/A area admeasuring 2220 sq.mtr located at village Khanwale, Taluka Panvel, District Raigad, Maharashtra of the Respondent Company worth almost Rs.16 Crores. Upon enquiry of the said advertiser, the applicants became aware that in blatant disregard and wilful disobedience to the directions of this Tribunal dated 05.12.2022, the contemnors were in the process of selling the said property to shell company and that is why the Advocate on behalf of Shell Company was investigating the clear and marketable title.
5. It is further stated by the Applicant that this properties are hypothecated in favour of the Axis Bank against loan and CC limit where are became NPA and the conduct of the company to sell its mortgage property is a fraud on the banks.
6. Heard learned counsel and perused the materials available on record.

6.1. We find that the present application is made out on the basis of the advertisement by third party in relation to Respondent Company property and it is not the case that such sale transaction has concluded in defiance of order dated 05.12.2022. We find that this Bench has imposed status-quo and advertisement by third party who may be willing buyer cannot be construed in defiance of order dated 05.12.2022.

6.2. As regards sale of Kanakia Property on 12.11.2022, we find that this sale was concluded prior to order dated 05.12.2022. On perusal of order dated 25.04.2017, we find that there was a statement from the Respondents that company is not selling the property, but no order came to be passed by this Bench. Further, this came to be recorded on the issue of urgent hearing in the case and the then Bench adjourned the matter to next date after holding that "we don't find any urgency in this case". We find it difficult to hold that said statement may hold good even after five years in the absence of any court order which may have a binding affect. Simply record of the statement of the party cannot be construed as disobedience of the order.

6.3. As regards sale of aircraft stated to have taken place on 10.12.2022 on the basis of the sale invoice, we find that this sale was concluded in accordance with the agreement dated 20.07.2022. Accordingly, we do not find wilful defiance of order of this Bench in relation to this sale also as the Respondent Company has proceeded to sell pursuant to agreement dated 20.07.2022 as stated on the invoice. We further find that applicant has not made any averment alleging that the said agreement was not in existence on 05.12.2022 when this Bench has passed a status-quo order. It is clarified that this conclusion is based on the prima-facie documents placed before us. Since agreement dated 20.07.2022 is not available before us we are not commenting on its authenticity.

7. In view of above, the Contempt Petition 4/2023 is disposed of as dismissed.

Sd/-	**Sd/-**
Prabhat Kumar	**Justice V.G. Bisht**
Member (Technical)	Member (Judicial)

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Copy issued "free of cost"
On 11/07/2024

Deputy Registrar 11/07/2024
National Company Law Tribunal Mumbai Bench

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

CA PRASHANT JAIN
INSOLVENCY PROFESSIONAL
IBBI Regd. No. IBBI/IPA-001/IPP01368/2018-2019/12131
Regd off. A-501, Shanti Heights, Plot No, 2,3,9b/10 , Sector 11, Koparkharine, Navi Mumbai - 400709 , MH.
Regd Email ID: ipprashantjain@gmail.com Mobile No. 9322743902

To,

Micheal Kneefel,
President & CEO,
Trek Air BV, Beech Avenue 54,
1119, PW Schiphol Rijk,
Neatherlands
Email: trekair@gmail.com

Date: 29th January, 2024

Kind Attn: Mr. Micheal Kneefel

Sub: Termination of the Aircraft Purchase Agreement dated 20th July 2022

Dear Sir,

1. We refer to the Aircraft Purchase Agreement dated 20th July 2022 executed between Supreme Transport Organisation Pvt. Ltd. ("**Corporate Debtor**") and Trek Air BV ("**You**").

2. As you must already be aware, the Company is undergoing corporate insolvency resolution process ("**CIRP**") as per the provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**") by the order dated 8 September 2023 passed by the National Company Law Tribunal, Mumbai Bench ("**NCLT**") and that undersigned has been appointed as the resolution professional ("**RP**") of the Company by order dated 8 August 2023 passed by the Hon'ble NCLT.

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INSOLVENCY PROFESSIONAL
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Regd Email ID: ipprashantjain@gmail.com Mobile No. 9322743902

3. We also refer to your letter dated 30 November 2023 addressed to Commissioner of Police and Special Commissioner of Police, thereby alleging that Mr. Ammeet Agarwal along with his accomplices had conspired to defraud You. We have been given to understand that Aircraft Purchase Agreement dated 20th July 2022 ("**Agreement**") has been entered into between You and the Corporate Debtor for transfer of an aircraft being Cessna 208B, bearing Serial No. 208B240, Registration No. Vt-UDN and Engine Serial No. PCE-PC2041 ("**Aircraft**").

4. Admittedly, pursuant to the Agreement, You and the erstwhile Promoters of the Corporate Debtor had opened an Escrow Account in the United States along with Powell Aircraft Title service LLC for the purpose of receiving payments as contemplated in the Agreement. It has been brought to our notice that an amount of USD $5,50,000 being the full consideration towards the Agreement was deposited on 5 August 2023 in the said Escrow Account maintained at the United States.

5. Subsequently, upon instructions of Mr. Ammeet K Agarwal, You transferred an amount of USD $4,90,000 on 7 February 2023, from the said Escrow Account to an offshore account maintained in the United Kingdom, standing in the name of Mr. Natwarlal Tibrewal and Mrs. Lata Tibrewal being Uncle and Aunt of Mr. Ammeet respectively, running the firm under the name of Shorelight Ltd., U.K. The said sums ought to have been transferred into the bank account belonging to the Corporate Debtor, which was never done.

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Regd Email ID: ipprashantjain@gmail.com Mobile No. 9322743902

6. Thus, it is abundantly clear that the said Agreement was executed with *mala fide* intentions of defrauding the stakeholder, creditors of the Corporate Debtor, since the monies were admittedly transferred to third-party. It is also not out of place to mention that we have not seen the condition in which the aircraft is lying much less have ascertained the valuation of the Aircraft. Thus, we are unable to comment if the Aircraft is undervalued. Therefore, due to the aforementioned circumstances and in order to safeguard the interest of stakeholders and creditors of the Corporate Debtor, we hereby issue You a notice of 30 days to terminate the Agreement, pursuant to *Section 11- Default* of the Agreement. The termination of the Agreement shall take effect on the completion of the notice period of 30 days i.e. on 24/02/2024.

7. Nothing contained under this notice shall be construed as waiver of any rights, remedies, privileges, or immunities available to us under the Agreement and under Applicable Law. We further declare that upon such termination, we would not be responsible for carrying out any further terms and conditions of the Agreement.

PRASHANT JAIN IBBI REG. NO. IBBI/IPA-001/ IP-P01368/ 2018-19/12131 INSOLVENCY PROFESSIONAL

Mr. Prashant Jain
IRP in the matter of Supreme Transport Organisation Private Limited
Email: supremetransportorg.cirp@gmail.com
IBBI Regd. No. IBBI/IPA-001/IP-P01368/2018-2019/12131
CC: Mr. Ameet Agarwal

NCLT ORDER AGAINST
SATISH AGARWAL
GIRISH AGARWAL.

NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI BENCH

Item No. 21

CA 324/2023 in CP/88(MB)2015

CORAM:

MS. ANU JAGMOHAN SINGH — **HON'BLE MEMBER (TECHNICAL)**
SH. H. V. SUBBA RAO — **HON'BLE MEMBER (JUDICIAL)**

ORDER SHEET OF THE HEARING ON **01.08.2023**

NAME OF THE PARTIES: **MR. VIMAL AGARWAL V/S SUPREME TRANSPORT ORGANISATION PVT. LTD**

Section 241(1), 242(4) of the Companies Act, 2013 & Rule 11

ORDER

CA 324/2023

1) Mr. Rishi Sood, Ld. Counsel for the Applicant and Mr. Pratyush Ranjan, Ld. Counsel for Respondents are present. Heard both sides at a considerable time and perused the record.

2) Counsel appearing for the Applicant pending disposal of the present Company Application as well as the main Company Petition requested for an order of injunction restraining the Respondents from holding the Extra Ordinary General Body Meeting of the Respondent No. 1 to be held on 03.08.2023, in pursuance to the Special Notice dt. 30.06.2023 and the Notice for Board Meeting dt. 15.07.2023 and to restrain the Respondents

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2, 3 & 4 from removing the Applicants from the Board of Directors of the Respondent No. 1 Company.

3) It is the submission of the Applicants that the Applicant along with Mr. Girish Agarwal have been representing one branch of the family members namely Late Sh. Jagdishji Agarwal and family comprising of his 2 sons namely Vimal Kumar & Girish Kumar Agarwal holding 24% shareholding in the Respondent No. 1 Company. It is pertinent to mention herein that the Respondent No. 1 Company is a closely held family Company wherein, the affairs of the Company were being run by the family groups holding more or less equal number of Shareholding in the Company thereby giving representation to all the Family Members on the Board. The Applicant No. 1 as a matter of fact was appointed as a Director in Company on dt. 29.05.2008 and Mr. Girish Agarwal was appointed as the Director of the Company dt. 01.07.2008.

4) The Respondents now as a matter of fact intend to oust the Applicants as the directors from the Board of the Respondent No. 1 Company and the said illegal act of Respondent No. 2, 3 and 4 is driven by vendetta on account of the fact that the Applicants have preferred an Application under Rule 11 of the NCLT Rules, 2016 against the Respondents before this Tribunal, thereby seeking Interim Relief to regulate the conduct of the affair of Respondent No. 1 Company which are being grossly mismanaged

by the said Respondents and to grant status quo to protect the assets of the Company.

5) Ld. Counsel for the Respondent strongly opposed for grant of any interim order as prayed by the Applicants on the ground that both the Applicants have indulged in siphoning of money from the Company as a result of which Respondent No. 2 lodged an FIR against both the Applicants basing on which a case under Crime No. 207 was registered on 25.04.2023, against both the Applicants, under different provisions of IPC. He further submits that Mr. Vimal Agarwal moved an Anticipatory Bail Application before the Session Court at Dindoshi, which was dismissed on 20.07.2023, with adverse observations against him and the Bail Application of Mr. Girish Agarwal was also dismissed by the Court of Session at Dindoshi *vide* its order dt. 19.07.2023. Thus, the Counsel appearing for the Respondents seriously opposed the present Company Application filed by the Applicants and prayed for dismissal of the same.

6) Counsel for the Respondents also argued that an Extra Ordinary General Meeting of a Company cannot be restrained as per law laid down by various Courts including the Hon'ble Apex Court and the directorial disputes does not fall within the realm of Oppression and mis-management as per the law laid down by the Hon'ble Apex Court in case of Cyrus Mistry.

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7) After hearing both the sides and upon perusing the material available on record, this Bench observed that the Applicants as well as Respondents despite of their close relationship are fighting against each other and the conduct of the Applicants also prima facie appears to be not above the Board. Therefore, this Bench is of the considered opinion that there is neither prima facie case nor balance of convenience in favour of the Applicants for grant of any Interim Relief. This Bench is of the further opinion that passing any restraint order, at this stage, would defeat the Corporate Democracy.

8) For the aforesaid reasons grant of interim reliefs, is rejected.

Sd/-

ANU JAGMOHAN SINGH
MEMBER (TECHNICAL)

Sd/-

H. V. SUBBA RAO
MEMBER (JUDICIAL)

Vedant Kedare

NCLTA ORDER
NO RELIEF GIVEN TO
SATISH AGARWAL & GIRISH AGARWAL.

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NATIONAL COMPANY LAW APPELLATE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Company Appeal (AT) No.245 of 2023
& I.A. No. 6098 of 2023

IN THE MATTER OF:

Vimal Agarwal & Anr. ...Appellants

Versus

Supreme Transport Organisation Pvt. Ltd. & Ors. ...Respondents

Present:

For Appellants: **Mr. Rishi Sood, Mr. Hurjot Singh and Mr. Prafull Singh, Advocates.**

For Respondents: **Ms. Pooja Mahajan and Mr. Savar Mahajan, Advocates for RP.**

Mr. Sonam Sharma, Ms. Riddhi Jain, Ms. Damini and Mr. Rehan Verma, Advcates for R-2, 3 & 4.

O R D E R
(Hybrid Mode)

08.01.2024: This Appeal has been filed against order dated 02.08.2023 passed in CA No. 324 of 2023 in C.P. No. 88(MB)2015. Appellant has filed an application before the NCLT, Mumbai, Court-1 seeking an injunction in respect of Board meeting which was scheduled to take place on 03.08.2023. The EoGM was to be held on 03.08.2023. Application was rejected on 02.08.2023. This Appeal has been filed aggrieved by the order refusing to grant injunction as prayed in the application.

2. The date on which EoGM was to be held is already over and injunction as prayed for all purposes has become infructuous and not enforceable with regard to meeting which was to be held on 03.08.2023. We are of the view

Cont'd.../

that this appeal has become infructuous. We only observe that it is open for the Appellant to take such other legal proceedings as permissible in law.

3. Learned counsel for the Appellant submits that correctness of the order is required to be considered in this Appeal. When order has already carried it effect and the prayer of injunction which was sought has become infructuous, we see no reason to enter into issues as raised by the Appellant. The Appeal having become infructuous no purpose shall be served in keeping the Appeal pending. Appeal is dismissed as infructuous.

[Justice Ashok Bhushan]
Chairperson

[Barun Mitra]
Member (Technical)

[Arun Baroka]
Member (Technical)

Archana/nn

BOARD RESOLUTION

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महाराष्ट्र MAHARASHTRA ◑ 2021 ◑ BG 290871

जिल्हा कोषागार कार्यालय, ठाणे
17 FEB 2022
मुद्रांक सूची लिपीक / लिपीक

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF M/S SUPREME TRANSPORT ORGANISATION PVT LTD (CIN: U60230MH2008PTC216143) HELD ON 16th FEBRUARY, 2022 AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 5B 34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V. ROAD, ANDHERI (EAST) MUMBAI 400059 AT 11.30 AM

CONSENT TO CAPTAIN AMMEET K AGARWAL, IN THE CAPACITY OF DIRECTOR, PRESIDENT & CEO TO ACT AS THE AUTHORIZED SIGNATORY FOR COMPANY'S PROPERTY LOCATED ACROSS INDIA.

"**RESOVED THAT** the consent of the Board of Directors of the Company be and is hereby accorded to **Captain Ammeet K Agarwal**, in the capacity of **Director, President & CEO** to act as the Sole Authorized Representative of the Company to sign all papers, affidavits and all other documents as may be required for the company's property located at;

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to do all such
ve effect to the

y the aforesaid
d confirmed."

certified to be
ıorities as may

rivate Limited

amal Agarwal
ıging Director
)IN: 01252090

imal Agarwal
Director
)IN: 01252126

Sr.	Property Address	State
1.	Survey # 277/2/1/A, Near Nissarg Hotel, Agra Road, Malegaon	Maharashtra
2.	Survey No. 111, Plot No. 57, Taluka Shirpur, District Dhule	Maharashtra
3.	#136/A, Paldi-Kankaj, Dascrol, Ahmedabad	Gujarat
4.	B 72 Shreeji Market, Near Sangam Char Rasta Harni Road, Vadodara 390 006	Gujarat
5.	Plot No. 27, Transport Nagar, Pali	Rajasthan
6.	Plot No. 31, Transport Nagar, Pali	Rajasthan
7.	#A/9, Khasra #1868/14, Khede Road, RICO, Balotra, Badmer	Rajasthan
8.	D 338 Aara Machine Wali Gali, Man Pawana Road, Opposite Shabad Dairy, Bharti Vihar, Bawana Road, Shabad Doulatpur 110 042	Delhi

"**FURTHER RESOLVED THAT** any of the Director of the company be and is hereby authorized to certify for the purpose of giving effect to this resolution.

//CERTIFIED TRUE COPY//

For Supreme Transport Organisation Private Limited

Captain Akash Agarwal
Director & Vice President
DIN: 06499594

Shri Kamal Agarwal
Chairman & Managing Director
DIN: 01252090

Shri Girish Agarwal
Director
DIN: 02298292

Shri Vimal Agarwal
Director
DIN: 01252126

Accepted:-

Captain Ammeet K Agarwal
Director, President & CEO
DIN: 05293676

Supreme Transport Organisation Pvt. Ltd. Mumbai

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जोडपत्र २

मुद्रांक विक्री नोंदवही अनुक्रमांक ..... दिनांक .....

वस्तूचा प्रकार .....

दस्त नोंदणी करणार आहे का ? :- होय/नाही ..... 18 FEB 2022

मिळकतीचे थोडक्यात वर्णन .....

मुद्रांक विकत घेणाऱ्याचे नांव व पत्ता Supreme Transport Organis PVT.L

दुसऱ्या पक्षकाराचे नांव व पत्ता .....

हस्ते असल्यास त्याचे नांव/पत्ता ..... RP

हस्ते सही .....

परवानाधारक मुद्रांक विक्रेत्याची सही (प्रमोद आर. दुबे) .....

मुद्रांक विक्रीचे पत्ता - आदेश्वर कृपा, शांती पार्क, मीरा रोड (पूर्व), ठाणे.

परवाना क्रमांक १२०१०४७

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधककारक आहे.

916523 18 FEB 2022

THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH-I

Contempt Application 04 OF 2023

Under Section 425 of the Companies Act, 2013

Mr. Vimal Agrawal & Another

...Applicant

Vs.

Mr. Kamal N. Agrawal & others

...Contemnors

In

Company Application 625 OF 2022

Under Companies Act, 2013

Mr. Vimal Agrawal & Another

...Applicant

Vs.

Supreme Transport Organisation Pvt. Ltd. & Others

...Respondent

In the matter of

Company Petition 88 OF 2015

Under Section 397-398 of the Companies Act, 1956

Mr. Satish Kisanlal Agrawal (Deceased) & others

...Petitioners

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THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH-I

Contempt Application 04 OF 2023
In
Company Application 625 OF 2022
In
Company Petition 88 OF 2015

Vs.

Supreme Transport Organisation Pvt. Ltd. & Others

...Respondents

Order delivered on: 19/12/2023

Coram:

Shri Prabhat Kumar
Hon'ble Member (Technical)

Justice Shri V.G. Bisht
Hon'ble Member (Judicial)

Appearances (via videoconferencing):

For the Applicant : Mr. Rishi Sood a/w Ms. Surbhi Soni, Advocate

For the Respondent : Ms. Mily Ghoshal a/w Ms. Sophia, Advocate

ORDER

Per: V.G. Bisht, Member (Judicial)

1. This Contempt Application No. 4/2023 has been filed by Shri Vimal Agrawal and Shri Girish Agrawal ("Applicants") against Shri Kamal N Agrawal, Shri Anmeet Kamal Agrawal and Shri Akash Kamal Agrawal ("Contemnor No1, 2 & 3" respectively) in the matter of proceeding u/s 397-398 of the Companies Act, 1956 in CP No. 88/2015 in case of Supreme Transport Organisation Private Limited. The Applicant has sought following reliefs:

a. Hold the Contemnors guilty of contempt for wilfully disobeying the Order dated 05.12.2022 of this Hon'ble Tribunal and punish them with strict imprisonment and severe fine;
b. To cancel all the sale transactions undertaken in violation of the orders of this Hon'ble Tribunal dated 25.04.2017 and 05.12.2022;
c. Cancel the sale of Aircraft VT-UDN Cessna Grand Caravan currently lying at the Mundra Sea Port and bring it back to the Company:
d. In the alternative deposit the market value of the assets of the Company Le Rs.9 crores on account of sale of property at Kanakia Wall Street, Mumbai plus Rs. 1 crore on account of sale of property at Ahmedabad plus Rs.15 crores on account of sale of Vehicles plus Rs. 4.5 crores on account of sale of aircraft all totaling to Rs. 29.5 crores plus sale proceeds arising out of sale of any other properties;
e. Direct deposit of passports of the Contemnors before this Hon'ble Tribunal and direct them not to leave India;
f. Direct the Contemnors to pay the cost of this Petition;
g. Direct any further order(s)/directions be passed as this Hon'ble Tribunal may deem fit.

2. This Tribunal vide order dated 05.12.2022 had directed the Contemnor No.1 to 3 who were Respondent No.2, 5 & 6 in CP 88/2015 to maintain status-quo (as on today) till next date of hearing i.e. 24.01.2023. This status-quo was in relation to sale of properties of Respondent Company apprehended by the Petitioners.

3. The Applicants have filed the present Contempt Petition under section 425 OF the Companies Act, 2013 for wilful disobedience of the order dated 05.12.2022 of this Tribunal, by the Contemnors herein who are the

Respondent Nos. 2, 5 and 6 in the main Company Petition No. 88(MB) of 2015 and are in charge of the day-to-day affairs of the Respondent Company.

4. It is the case of the Applicant that the Contemnor No.1 to 3 are in charge of the day to day affairs of the Respondent Company and are bound by the orders of this Bench. While they had represented before this Tribunal on 25.04.2017, which is recorded in the daily order passed on that day, that company is not selling any property and this Tribunal had ordered status-quo on 05.12.2022 taking note of this record. However, the applicants came across one advertisement in the newspaper "The Times of India, Mumbai Edition, dated 20.01.2023" by Mr. Bhalchandra H Nikte, Advocate for Nikte & Nikte, having office at 201, Amelia, Near Hotel Ambassador, Model Colony, Shivaji Nagar, Pune-411016, contact details 020-25651112/13 seeking to investigate the clear and marketable title of all piece and parcel of Final Plot admeasuring 5460 sq.mtrs carved out of Survey No.103/12/A area admeasuring 2810 sq.mtr, Survey No. 103/2, area admeasuring 430 Sq.mtr & Survey No. 102/2/A area admeasuring 2220 sq.mtr located at village Khanwale, Taluka Panvel, District Raigad, Maharashtra of the Respondent Company worth almost Rs.16 Crores. Upon enquiry of the said advertiser, the applicants became aware that in blatant disregard and wilful disobedience to the directions of this Tribunal dated 05.12.2022, the contemnors were in the process of selling the said property to shell company and that is why the Advocate on behalf of Shell Company was investigating the clear and marketable title.
5. It is further stated by the Applicant that this properties are hypothecated in favour of the Axis Bank against loan and CC limit where are became NPA and the conduct of the company to sell its mortgage property is a fraud on the banks.
6. Heard learned counsel and perused the materials available on record.

6.1. We find that the present application is made out on the basis of the advertisement by third party in relation to Respondent Company property and it is not the case that such sale transaction has concluded in defiance of order dated 05.12.2022. We find that this Bench has imposed status-quo and advertisement by third party who may be willing buyer cannot be construed in defiance of order dated 05.12.2022.

6.2. As regards sale of Kanakia Property on 12.11.2022, we find that this sale was concluded prior to order dated 05.12.2022. On perusal of order dated 25.04.2017, we find that there was a statement from the Respondents that company is not selling the property, but no order came to be passed by this Bench. Further, this came to be recorded on the issue of urgent hearing in the case and the then Bench adjourned the matter to next date after holding that "we don't find any urgency in this case". We find it difficult to hold that said statement may hold good even after five years in the absence of any court order which may have a binding affect. Simply record of the statement of the party cannot be construed as disobedience of the order.

6.3. As regards sale of aircraft stated to have taken place on 10.12.2022 on the basis of the sale invoice, we find that this sale was concluded in accordance with the agreement dated 20.07.2022. Accordingly, we do not find wilful defiance of order of this Bench in relation to this sale also as the Respondent Company has proceeded to sell pursuant to agreement dated 20.07.2022 as stated on the invoice. We further find that applicant has not made any averment alleging that the said agreement was not in existence on 05.12.2022 when this Bench has passed a status-quo order. It is clarified that this conclusion is based on the prima-facie documents placed before us. Since agreement dated 20.07.2022 is not available before us we are not commenting on its authenticity.

7. In view of above, the Contempt Petition 4/2023 is disposed of as dismissed.

Sd/-
Prabhat Kumar
Member (Technical)

Sd/-
Justice V.G. Bisht
Member (Judicial)

file No-6 Annexed against RP- Prashant Jain.

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IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT - II

IA No. 5487/2023
In
C.P. (IB) 368/MB/2023

Under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 read with Rule 11 of the National Company Law Tribunal Rules, 2016

Kamal Agrawal
Having address at : 901, Bikaner Bhawan,
Opp Jain Temple, J.B. Nagar, Andheri (East),
Mumbai- 400059

.... Applicant No. 1

Ammeet Kamal Agarwal
Having address at: 901, Bikaner Bhawan,
Opp Jain Temple, J.B. Nagar, Andheri (East),
Mumbai- 400059

.... Applicant No. 2.

Akash Kamal Agarwal
Having address at: 901, Bikaner Bhawan,
Opp Jain Temple, J.B. Nagar, Andheri (East),
Mumbai- 400059

.... Applicant No. 3.

V/s

SD

IN THE NATIONAL COMPANY LAW TRIBUNAL, COURT-II, MUMBAI BENCH

IA No. 5487/2023
In
C.P. (IB) 368/MB/2023

Prashant Jain

Interim Resolution Professional of Supreme Transport Organisation Pvt. Ltd.

Having address at: A-501, Shanti Heights, Plot No. 2,3,9b/10, Sector- 11, Koparkharine, Navi Mumbai- 400707

.... Respondent No. 1

Deputy Commissioner (SIIB)
Office of the Principle Commissioner of Customs, Customs House, Mundra, Kutch, Gujarat

.... Respondent No. 2

In the matter of

Axis Bank Limited

..... Petitioner

V/s

Supreme Transport Organisation Pvt. Ltd.

..... Respondent

Order Delivered on :- 10.10.2024

IN THE NATIONAL COMPANY LAW TRIBUNAL, COURT-II, MUMBAI BENCH

IA No. 5487/2023
In
C.P. (IB) 368/MB/2023

Coram:

Mr. Anil Raj Chellan
Member (Technical)

Mr. Kuldip Kumar Kareer
Member (Judicial)

Appearances:

For the Applicants : Adv. Paras Mithal

For the Respondent No. 1 : Adv. Himanshu Vidhani a/w
Adv. Siddhesh Rajput, Adv. Shloka Dikshit

For the Respondent No. 2 : None

ORDER

Per: - Mr. Kuldip Kumar Kareer, Member (Judicial)

The present application is filed by the ex-directors of the Supreme Transport Organisation Private Limited (Hereinafter referred as Corporate Debtor) under section 60 (5) of the Insolvency and Bankruptcy Code, 2016 (Hereinafter referred as Code) and Rule 11 of the National Company Law Tribunal Rules, 2016 (Hereinafter referred as NCLT Rules) seeking appropriate and necessary directions against the Respondent No 2 to hereby allow the export and release the Aircraft VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 *(Hereinafter referred as the Aircraft)* to the destination of Trek Air BV The Netherlands (Hereinafter referred as the Purchaser) from the Mundra Port which Aircraft is already sold to the Purchaser vide an Aircraft Purchase Agreement dated 20th July 2022 but could not be sailed as there was a restraint order dated 181h May 2023 passed by the

Hon'ble National Company Law Tribunal Mumbai Bench I in Contempt Petition 4 of 2023 in Company Petition 88 (MB) of 2015 filed under section 241 (1) and 242 (4) of the Companies Act, 2013 against the Applicants.

2. The said Restraint Order dated 18th May 2023 was vacated by this Tribunal vide an order dated 17th October 2023 passed in Contempt Petition 4 of 2023.

3. It is submitted that Respondent No 1 has informed the Respondent No 2 about the Corporate Insolvency Resolution Process Order dated 8th September 2023 passed by this Tribunal in Captioned Company Petition 368 of 2023. Subsequently Respondent No 2 vide a letter dated 6th Nov 2023 has recorded that the IRP has informed them about his appointment.

4. The Applicant furthers submits that the restraint order dated 18th May 2023 passed by the Hon'ble National Company Law Tribunal Mumbai Bench I in Contempt Petition 4 of 2023 in Company Petition 88 (MB) of2015 filed under section 241 (1) and 242 (4) of the Companies Act, 2013 has been vacated by the Hon'ble National Company Law Tribunal Mumbai Bench I on 17th October 2023.

5. It is further submitted that in the year 2015 Company Petition bearing No 88 of 2015 was filed before erstwhile Company Law board by the 1) late Satish Kisanlal Agarwal as Petitioner No 1, Mr. Arun Kumar Kisanlal Agarwal as Petitioner No 2, Mr. Anandkumar Nagarmal Agrawal as Petitioner No 3, Ravindra Anandkumar Agrawal as Petitioner No 4 *(Hereinafter referred as A set of Brothers)* against the Corporate Debtor *as* Original Respondent No 1, Applicant No l as Original Respondent No 2, Applicant No 2 as Respondent

No 5, Applicant No 3 as Respondent No 6 *(Hereinafter referred as B set of Brothers)* and also against Vimal Agarwal as Respondent No 3, Girish Agarwal as Respondent No 4 *(Hereinafter referred as C set of Brothers)* under section 397, 398 read with 402, 403, 406 and 235 of the Companies Act, 1956.

6. It is submitted that in the year 2017, a statement was made by the Applicants that they are not selling the property of the Respondent No. 1 Company, therefore, Captioned Company Petition was adjourned. Thereafter all the parties filed their respective Pleadings in the Company Petition. As the A set of brothers had resigned from the directorship, they have respectively submitted an affidavit seeking withdrawing of themselves from captioned Company Petition. Thereafter in the year 2022 C Set of Brother filed a Company Application 625 of 2022 in the captioned Company Petition seeking orders from this Tribunal to transpose them from the Respondents to the Petition in the Company Petition. The said Company Application is pending.

7. In the said Company Application this Tribunal (Bench 1) passed an order dated 5th December 2022 hereby directing the Applicants to maintain status Quo (as on that date) till the next date of hearing.

8. Thereafter *C Set of Brothers* filed the Contempt Petition 4 of 2023 before Hon'ble National Company Law Tribunal Bench 1 and misrepresented that Applicants are trying to sell the assets of the Corporate Debtor and based on the misrepresentation, the National Company Law Tribunal Bench 1 passed an order dated 18th May 2023 hereby restraining the Custom Authorities i.e., Respondent No 2 from exporting the aircraft.

9. It is submitted that the Aircraft in question was sold much prior to the order of status quo dated 5/12/2023 of this Tribunal. The sale has been concluded and the only process, which was pending, is the sail of the aircraft after the same was also cleared by the Custom Authorities. The Applicants state that as the said order was an ex-parte order and the above was required to be pointed out to this Tribunal, the Applicant filed Affidavit in Reply in the said Contempt Petition. The Applicants also filed various Company Application seeking early hearing of the Contempt Petition as due to the restrain order, the said Aircraft was not able to be released.

10. Subsequently, in the year 2023, the Financial Creditor filed a Section 7 Insolvency and Bankruptcy Petition against the Corporate Debtor which subsequently was admitted vide an order dated 8th September 2023 passed by this Tribunal in Company Petition 368 of 2023.

11. As the said captioned Company Petition was admitted, the Company Petition bearing No 88 (MB) 2015 was rendered infructuous and all the Company Applications in the Company Petition bearing No 88 (MB) of 2015 along with Company Petition No 88 (MB) 2015 were disposed of as infructuous vide an order dated 18th Sep 2023. The Applicants state that only the Contempt Application No 4 of 2023 is kept pending.

12. It is further submitted that on 17th October 2023 the Hon'ble National Company Law Tribunal Bench 1 vacated the status quo order in the Contempt Petition 4 of 2023.

13. It is submitted that Respondent No 1 has informed Respondent No 2 about the Corporate Insolvency Resolution Process order running against the Corporate Debtor and therefore Respondent No 2 is not releasing/exporting the said aircraft from the Mundra Port. It is submitted that the said Aircraft has inappropriately been restrained pursuant to the vacation of the status quo order. The IRP had no authority or locus to address the letter to the Respondent No. 2 in view of the Notification by the Ministry of Corporate Affairs that the CIRP / Moratorium under IBC, 2016 shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters.

14. It is submitted that the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment were adopted under the joint auspices of International Civil Aviation Organization and the International Institute for the Unification of Private Law concluded at Cape Town on 16th November, 2001. India, being a signatory to and having acceded the Convention and the Protocol by depositing with the International Institute for the Unification of Private Law the instruments of accession on 31.03.2008. In view of the same the following notification is issued which is reproduced as hereunder:-

"MINISTRY OF CORPORATE AFFAIRS"

NOTIFICATION

New Delhi, the 3rd October, 2023

S.O. 432J(E).-WHEREAS, the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment were adopted under the joint auspices of International

Civil Aviation Organization and the International Institute for the Unification of Private Law concluded at Cape Town on 16th November, 2001;

AND WHEREAS, India, being a signatory to and having acceded the · Convention and the Protocol by depositing with the International Institute for the Unification of Private Law the instruments of accession on 31.03.2008;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (3) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), the Central Government hereby notifies that the provisions of sub-section (]) of sec/ion 1./ of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters. "

15. In any event the said Aircraft was sold to the Purchaser i.e. i.e., Trek Air BV The Netherlands vide an Aircraft Purchase Agreement dated 20th July 2022 much prior to the Corporate Insolvency Resolution Process order dated 08th September 2013 i.e., Admission Order. The Applicants submit that the said Aircraft ought not be included in the kitty of the Corporate Debtor.

16. In view of the above notification and the above facts, the present Application has been filed under Section 60(5) of the Insolvency and Bankruptcy Code read with Rule 11 of the National Company Law Tribunal Rules, seeking necessary and urgent directions to the Respondent No 2 to immediately export/release the said aircraft i.e., Aircraft VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 to the Purchaser i.e., Trek Air BV The Netherlands.

17. It is further submitted that the said Aircraft does not fall under the ambit of the Corporate Insolvency Resolution Process of the Corporate Debtor in view of the Notification dated 3/10/2023 of the Central Government.

18. It is further submitted that sale of the Aircraft was already concluded prior to the CIRP order dated 8th September 2023 and also cleared by customs and was only to be sailed but was restrained by this Tribunal's order.

19. The Applicants submit that the purchaser has been intermittently calling and holding the Applicants responsible for the non-release of the Aircraft and has threatened to take legal action as he is suffering losses of millions of dollars due to the non-export of the aircraft. The said Aircraft is at Mundra Port and every day charges are being levied by the custom and port authorities on it.

20. The Applicants submit that this Tribunal has the necessary power and jurisdiction to grant reliefs, as prayed for in the present Interlocutory Application. No harm and prejudice will be caused to any person if the present Application is allowed. On the contrary, grave harm and prejudice and irretrievable loss shall be caused to the Applicants as well as the Purchaser if the reliefs prayed for in this Application are not granted.

21. In the end, it has been requested that a declaration be granted that the aircraft i.e., Aircraft VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 cannot be included under the CIRP and respondent no.2 be directed to immediate export/ release the same from the Mundra Port to the destination of the Purchaser and Respondent No 1 be restrained from sending, corresponding or communicating with the Respondent No 2 in respect to the said aircraft i.e., Aircraft VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 or making any claim in respect thereof. Hence the application.

Reply filed on behalf of the Respondent No.1 :-

22. In reply, the Respondent No. 1/Resolution Professional has denied all allegations and/ or contentions and/or submissions made by the Applicant in the Interlocutory Application which are inconsistent with and/or contrary to what has been stated herein. Further, nothing shall be deemed to have been admitted for the reasons of non-traverse.

23. It is submitted that the application proceeds on the basis of an Aircraft Purchase Agreement dated 20th July, 2022 ("Agreement") between the Corporate Debtor (represented through the Applicant No. 2) and one Mr. Micheal Kneefel, President and CEO of 'Trek Air BV' ("Buyer"), pertaining to purchase of the VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 ("Aircraft") on as is where is basis. In terms of the said Agreement, the Aircraft was allegedly sold for a total consideration of USD $ 5,50,000 and the said Aircraft is presently lying in a container at Mundra Port, Gujarat. The Resolution Professional is yet to be provided access to books and documents by the Applicants for which an application under Section 19(2) of the Code has been filed and the same is at present pending. Since, Respondent No. 1 does not have all documents and information, he is unable to confirm whether the said transaction is undervalued or not. In any event, out of the agreed consideration of USD $ 5,50,000, only a sum of USD $ 60,000 has been received by the Corporate Debtor and the remaining amount of USD $ 4,90,000 has been transferred by the Buyer in a third-party account. As such, it is apparent that the Applicants have entered into the said Agreement to illegally usurp the money with an intent to defraud the creditors of the

Corporate Debtor, The Respondent has, therefore, terminated the Agreement *vide* letter dated 29.01.2024 being *ex-facie* illegal.

24. It is further submitted that the Applicants have not even made the Buyer a party to this Application which is a necessary party to this Application. It is also not out of place to mention that the Aircraft is presently lying at Mundra Port, Gujarat in a container and the promoters have, despite initiation of the CIRP, has written a letter dated 30.10.2023 to Respondent No. 2 requesting that the container carrying the Aircraft be allowed to be exported; even though dues for the container and of Mundra Port are yet to be paid. Further, the Buyer and promoter of the Corporate Debtor have filed separate police complaints to pressurise me. This displays the *mala fide* intent and conduct of the Applicants and, therefore, the present Application ought to be dismissed on this ground alone.

25. It is submitted that the Application proceeds on the basis of a Circular of IBBI dated 03.10.2023 read with the Cape Town Convention, which does not apply to this Aircraft as the same is not leased and is the sole property of the Corporate debtor. The interpretation of the Applicant of the Circular read with the Convention is completely misplaced. The Applicants have approached this Tribunal with unclean hands only with an intent to further his act of defrauding the creditors.

26. It is further submitted that before dealing with the contents of the Application it is imperative to set out the material facts which have a bearing on the present Application are as follows:-

a. Between the promoters of the Corporate Debtor an application bearing CP 88 of 2015 is pending for oppression and mismanagement ('Oppression and Mismanagement Application'). In that Oppression and Mismanagement Application, this Hon'ble Tribunal vide Order dated 05.12.2022 directed status quo to be maintained.

b. Subsequent to the said Order dated 05.12.2022, Applicant No. 2 entered into the said Agreement with the buyer in a clear breach of the order dated 05.12.2022. while in terms of the Agreement, the sale consideration has been agreed to as USD $ 5,50,000 however, only an amount of USD S60,000 has been transferred into the account of the Corporate Debtor as of 10.01.2023. This money was deposited in the Bank of Baroda account bearing No. 0472020000561. While the CIRP started on 08.09.2023, Respondent No.1 got access to this account only on 18.09.2023. The account was substantially emptied and held a balance of only Rs. 21,840/- (Rupees Twenty-One Thousand Eight Hundred Forty only) as of 08.09.2023 as against balance of Rs. 1,16,27,159/- (Rupees One Crore Sixteen Lakhs Twenty-Seven Thousand One Hundred Fifty-Nine only) as of 6 April 2023.

c. The CIRP was initiated pursuant to an Order dated 08.09.2023 passed by this Tribunal, as such moratorium was applicable from 08.09.2023. On 06.09.2023, the Respondent received a communication from Office of the Principal Commissioner of Customs, Customs House, Mundra, Kutch, Gujarat intimating that a request for release of Aircraft having been made pursuant to a letter

dated 30.10.2023 addressed by Applicant No. 2 on behalf of the Corporate Debtor. The Applicant No. 2 had no authority to address this letter to the Port Authority. This displays the conduct of the Applicant who have been trying to always circumvent the law. Upon gathering all information, by my email and letter dated 07.09.2023, the Respondent No. 1 informed the Port that the CIRP was ongoing and, therefore, no further action be taken on the request of the Applicants.

d. While this Application was pending the Buyer intimated Respondent No. 1 of the police complaint filed by him before the Commissioner of Police, Mumbai. On a perusal of the Complaint, Respondent No. 1 came to know that out of the sum of USD $ 5,50,000 an amount of USD $ 4,90,000 was deposited in a third-party account of one Shorelight Limited, United Kingdom, which has no relation with the Corporate Debtor whatsoever.

e. The Complaint of the Buyer suggests that an escrow account was opened with the Corporate Debtor along with one Powell Aircraft Title Service LLC in the United States for completing this transaction as per the Agreement. Pursuant to the instructions of Applicant No. 2, the Buyer transferred a sum of USD $ 60,000 into the Bank account of the Corporate Debtor, which is about 10% of the total consideration. Whereas an amount of USD $ 4,90,000 being about 90% of the total consideration, was transferred on 07.02.2023, to a bank account bearing No. 77408568, maintained at Lloyds Bank at Leeds, England standing in the name of Shorelight Limited ('Offshore Bank Account'). It is also alleged that Shorelight Limited

is owned and regulated by Mr. Natwarlal Tiberwal and Ms. Lata Tiberwal, who are relatives of Applicant No. 2. There is no plausible explanation for transferring almost the entire consideration into an Offshore Account, except to defeat the genuine claims of stakeholders of Corporate Debtor, attempting to bring the transaction out of the clutches of Indian Laws.

f. It is further stated that the Applicants left no stone unturned in attempting to effect illegal release of Aircraft. In one such attempt, the Applicant No. 2 vide his letter dated 10.01.2024 addressed to Senior Inspector of Police, Sahar Police Station, Andheri (E), Mumbai made false allegations against the Respondent No. 2 along with accused persons, namely Mr. Vimal Agarwal, Mr. Girish Agarwal and Mr. Vikas K. Shukla be arrested on various charges as mentioned in the said letter.

g. It is further submitted that the circumstances surrounding the Agreement, consequent transactions, conduct of Applicants and complaint of the Buyer makes it apparent that Agreement was entered into with the sole intention of defrauding the Corporate Debtor. Owing to the aforementioned facts, the said Agreement was terminated vide Termination Letter dated 29.01.2024 under *Section 11 – Default*. The Agreement was terminated for safeguarding the interest of stakeholders and creditors as the Applicants had *mala fide* intentions to alienate assets belonging to the Corporate Debtor by indulging in fraudulent activities with third parties as mentioned above. It is not out of place to mention that the Applicants herein have acted in absolute disregard of the authority of Hon'ble NCLT

and have transferred the proceeds of sale of Aircraft into the Offshore Bank Account in collusion with their relatives who are based out of United Kingdoms with a view to benefit from the Agreement.

27. It is submitted that despite these facts the Applicants have filed this present Application for release of Aircraft which was not only sold illegally but the proceeds of sale were also not brought into the accounts of the Corporate Debtor. It is further submitted that the Application has been rendered infructuous and since the Agreement stands terminated, the Aircraft should be dealt with in the mode and manner as provided under IBC. The Applicants have also sought an order against the Respondent to stop him from communicating with Respondent No. 2 in respect of the Aircraft, which cannot be granted the Resolution Professional have stepped into the shoes of the Corporate Debtor.

28. The Respondent has denied that the Aircraft was sold before passing of the status quo order dated 05.12.2023, as the said Agreement has been executed only to defraud the stakeholders and creditors of the Corporate Debtor by transferring the proceeds of sale to an offshore account. It is further submitted that the Applicant No. 2, who has executed the Agreement, did not have authority to sell the Aircraft nor were they absolute owners of the Aircraft.

29. It is submitted that the Aircraft does not belong to the Applicants herein and in the light of Agreement having been terminated *vide* letter dated 29.01.2024, the Resolution Professional has ample authority to sell the aircraft to secure the interests of shareholder and creditors of the Corporate Debtor.

30. It is submitted that the Agreement was *void ab initio* as although the Agreement was executed before the CIRP proceedings began, the Applicant No. 2 had no ownership or authority to sell the Aircraft which belongs to the Corporate Debtor.

31. It is further submitted that the Applicants have acted in teeth of order and for their personal gains at the cost of genuine claims of the creditors, which would not be satisfied if this Application is allowed. third party.

32. In the end, the Respondent No. 1 has prayed for the dismissal of the application.

33. No reply has been filed on behalf of the Respondent No. 2.

Analysis and Findings:-

34. We have heard the Counsel for the parties and gone through the record.

35. It has been argued by the Counsel for the Applicants that the transaction of sale of the aircraft was consummated much prior to the commencement of CIRP and, therefore, the same is to be completed. Since the aircraft had already been sold and the sale consideration had also been received, the same cannot be treated to be the property of the Corporate Debtor nor the Resolution Professional has any locus or right to cancel the transaction of sale of the aircraft. Therefore, the notice of termination issued by the Resolution Professional is without jurisdiction. The Counsel for the Applicant has further contended that Respondent No. 2 be directed to release the aircraft so that the delivery of the same can be made to the purchaser of the aircraft as per the terms and conditions of the sale agreement.

36. On the other hand, the counsel for the Resolution Professional has argued that the sale transaction of the aircraft is nothing but a fraudulent and illegal

transaction which cannot be sustained in the eyes of law and has to be set aside and the Resolution Professional has rightly issued the termination notice. In this regard, it has been pointed out by the Counsel for the Resolution Professional that out of the total sale consideration of 5,50,000 US dollars, only a sum of 60,000 US dollars has been received in the account of the Corporate Debtor and the rest of the amount has been siphoned off in a third party account by the Applicants and no explanation has been given as to why the said amount has been transferred in UK in the account of a third party. It is evident that the transaction in question was entered into only to defeat the valuable rights of the creditors of the Corporate Debtors and to defraud them. The Counsel for the Resolution Professional has further argued that there is absolutely no merit in the application which deserves to be dismissed outrightly with special costs.

37. We have weighed the aforesaid contentions of the Ld. Counsel for the parties. It has been contended by the Counsel for the Applicants that the Aircraft was already sold under the Aircraft Purchase Agreement dated 20.07.2022, much prior to commencement of the CIRP on 08.09.2023. However, in this context, it would be pertinent to refer to the following clauses of the said Aircraft Purchase Agreement:

Recitals A- Seller will be the owner of a certain Aircraft at the time of sale, as defined in Section 1 below.

Section 4. CLOSING. The closing of the transaction contemplated by this Agreement ('the Closing') shall be held on or before the – AS MUTUALLY AGREED BY BOTH PARTIES, (Closing Date), unless extended in writing by both parties. Delivery of the Aircraft by Seller to Buyer shall take place at JAIPUR or any other

AIRPORT/SEAPORT or such other place as may be mutually agreed upon by Seller and Buyer ("Delivery Location"). Relocation costs to be paid by Buyer. .....

Section 5 REPRESENTATIONS AND WARRANTIES OF BUYER AND SELLER. Seller hereby represents and warrants as of the date hereof and the Closing Date as follows:

(i) Seller shall have as of the Closing Date good and marketable title to the Aircraft and on the Closing Date will deliver such title to Buyer free and clear of any liens, charges, security interests, or encumbrances of any kind;

38. A perusal of the aforesaid clauses of the Agreement in question clearly show that the Aircraft Purchase Agreement dated 20.07.2022 is only an Agreement *for Sale* and as per the terms and conditions of the agreement, the transaction of the sale of the aircraft was yet to be concluded. As per Section 4 of the Agreement, 'closing date' was to be mutually agreed between the parties. However, in this regard, it has not been explained as to whether that some closing date was agreed to or finalized by the parties. Surprisingly enough, in IA No. 625/2022 filed in C.P. No. 88/2015 under Sections 241-242 of the Companies Act, 2013 a status quo order was passed by NCLT, Mumbai Bench-I following a statement made by the Counsel for the Applicants that the company is not selling any property. The said order was ultimately vacated only after the initiation of CIRP against the Corporate Debtor on 08.09.2023. Thus, there was no interregnum period during which the Company could have sold the property/aircraft. It is also pertinent to note that the Applicants have not produced any document to show that the 'Closing Date' as per the Aircraft Purchase Agreement has been achieved or

finalized. Therefore, it is evident from record that the transaction of sale of the aircraft, as per the terms and conditions of Aircraft Purchase Agreement dated 20.07.2022, has not been completed. It is further evident that the said agreement was only an agreement of sale which has not yet culminated.

39. As regards the payment of sale consideration also, the Aircraft Purchase Agreement provides that the Buyer shall deposit the sum of Rs.USD 550000 into escrow with POWELL AIRCRAFT SERVICES LTD and the Escrow will forward the Purchase Price to the Company as per the Company's bank account upon confirmation that the Bill of Sale is received. It is observed that only a sum of 60,000 US dollars has been transferred to the account of the Corporate Debtor. No evidence has been produced by the Applicants to show that the entire sale consideration has been paid to the Company's Account. Even if it is shown that rest of the amount, equivalent to 4,90,000 US dollars, as mentioned by the Respondent, has been transferred to the account of a third party, it cannot be treated as passing of full consideration and/or completion of the sale under the Aircraft Purchase Agreement as the entire sale consideration was supposed to be received in the account of the company from the aforementioned Escrow account. Thus, we are of the view that the alleged sale transaction pursuant to the Aircraft Purchase Agreement was not completed at any point of time. Even otherwise, the alleged transaction on the face of it does not appear to be a bonafide transaction.

40. Even otherwise, the transaction in question relating to the sale of the aircraft clearly appears to be fraudulent in nature which seems to have been executed to defraud the creditors of the Corporate Debtor and, therefore, it will not be just and proper to allow the dispatch of the aircraft to the purchasers as has

been sought by the Applicants through this application especially when they have not come up with any reasonable explanation with regard to the sale consideration of 4,90,000 US dollars which have been transferred to a third party without any rhyme and reason and without any explanation as to where the said money has gone. In the absence of any reasonable explanation, it has to be presumed that the applicants have tried to siphon off the funds of the Corporate Debtor to a third-party account to defeat the valuable rights of the creditors of the Corporate Debtor to gain a wrongful profit out of the same.

41. It is also the contention of the Applicant that as per the notification issued by the Ministry of Corporate Affairs, dated 03.10.2023, the Aircraft does not fall under the ambit of the CIRP. We may, therefore, notice the relevant portion of the Notification dated 03.10.2023

" Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (3) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), the Central Government hereby notifies that the provisions of sub-section (1) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters,"

A plain reading of the above notification makes it clear that only Section 14 (1) of the Code shall not apply to transactions, arrangements or agreements under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters. Here, the Applicants cannot be allowed to take contradictory stands as one hand they are claiming that this Authority has no jurisdiction as per the above-mentioned notification and at the same time,

they have filed the present application invoking the jurisdiction of this Authority to issue directions to Respondent No. 2 to release the aircraft to the purchaser. Even otherwise, the Corporate Debtor being in CIRP, the Applicants have absolutely no locus to maintain the present application. Since the agreement of sale has not matured as yet, the aircraft continues to be the property of the Corporate Debtor and the same has to be dealt with appropriately by the Resolution Professional.

42. Based on the discussion, we are of the considered view that the Applicants have failed to establish that the sale of the Aircraft was completed any time before the initiation of CIRP and the alleged sale of the Aircraft under the Aircraft Purchase Agreement is a bonafide transaction. In the circumstances, the Respondent is well within his rights to take actions as are necessary to protect and preserve the assets of the Corporate Debtor as per the provisions of the Code and no directions can be issued to Respondent No. 2 to release the aircraft for its dispatch to the destination of the purchaser nor Respondent No. 1 can be restrained from communicating with Respondent No. 2, as prayed for in the application.

43. As a result of the above discussion, **IA No. 5487/2023 is dismissed** being devoid of any merits. However, there shall be no order as to costs.

Sd/-
ANIL RAJ CHELLAN
(MEMBER TECHNICAL)
Sushil

Sd/-
KULDIP KUMAR KAREER
(MEMBER JUDICIAL)

70

IN THE NATIONAL COMPANY LAW APPELLATE TRIBUNAL
AT NEW DELHI
APPELLATE JURISDICTION
IA NO. _____/ 2024
IN
COMPANY APPEAL (AT) INSOLVENCY NO. _____/ 2024

IN THE MATTER OF:

AMMEET KAMAL AGARWAL ...APPELLANT

VERSUS

PRASHANT JAIN & ANR. ...RESPONDENTS

APPLICATION UNDER RULE 31 R/W RULE 11 OF THE NATIONAL COMPANY LAW APPELLATE TRIBUNAL RULES, 2016 SEEKING EXEMPTION FROM FILING CERTIFIED COPY OF IMPUGNED JUDGMENT AND ORDER DATED 10.10.2024

MOST RESPECTFULLY SHOWETH:

1. The captioned appeal is preferred against impugned order dated 10.10.2024 passed by the Ld. National Company Law Tribunal, Mumbai, Bench-II in IA No. 5487/ 2023 in CP (IB) No. 368/ MB/ 2023 wherein the Ld. Adjudicating Authority has erroneously dismissed the application preferred by the Appellant without appreciating the facts of the case in a mechanical manner.

2. It is the case of the Appellant that an Aircraft - VT-UDN Cessna Grand Caravan C208B 2013 C208B2420, having been sold by the Corporate Debtor much prior to the commencement of CIRP to a third party was illegally being withheld by the Resolution Professional/ Respondent No. 1. Thus, an application [Bearing IA No. 5487/ 2023] was preferred by the Appellant seeking directions to export/ release the aircraft from Mundra Port to the destination of the purchaser and not to include the same in the CIRP of the Corporate Debtor.

3. The fact of the matter is that the sale transaction was complete much prior to the commencement of CIRP, which is evident from *'Aircraft*

Purchase Agreement' dated 20.07.2022 followed by a *'Sales Invoice'*. To the utter shock and surprise, the RP/ Respondent No. 1 during the pendency of the said application by exercising powers beyond its jurisdiction issued a Letter dated 29.01.2024, thereby terminating the aircraft purchase agreement. **[Note: The Ld. Adjudicating Authority has categorically held that the Notice of Termination dated 29.01.2024 was issued without jurisdiction]**

4. Be that as it may, the Ld. Adjudicating Authority vide its impugned order while dismissing the application preferred by Appellant, erroneously observed that:

a) **The Appellant has failed to establish that the sale of Aircraft was complete prior to initiation of CIRP.**

It is a matter of record that the sale transaction in question emanates from 'Aircraft Purchase Agreement' dated 22.07.2022, which was consequently concluded. That CIRP commenced much later on 08.09.2023.

b) **The Appellant has failed to establish that the sale of aircraft under *'Aircraft Purchase Agreement'* is a valid transaction.**

The Ld. Adjudicating Authority has failed to appreciate that the sale was concluded for a valid consideration, including $60,000 directly to the Corporate Debtor and $4,90,000 to a third party's account. ***[Note: The said consideration is a valid consideration in terms of Section 2(d) of the Contract Act]***

5. The RP for personal gain not only illegally withheld the aircraft but exceeded its jurisdiction by terminating the 'Aircraft Purchase Agreement' dated 22.07.2022 as per his whims and fancies.

6. Be that as it may, the fact that the parties have subjected themselves to the jurisdiction of courts of the United States of America (USA) and that the aircraft was sold on "As is where is basis" is relevant for adjudication of the present appeal and has been overlooked by the Ld. Adjudicating Authority. The present appeal, inter-alia lays challenge to the said findings of the Ld. Adjudicating Authority.

7. The contents of the accompanying appeal are not repeated herein for the sake of brevity which may be read as part and parcel of the present application.

8. That this Hon'ble Appellate Tribunal under Rule 14 has the power to exempt the parties from compliance with any requirement of these rules and may give such directions in matters of practice and procedure, as it may consider just and expedient on the application moved in this behalf to render substantial justice.

9. That the present application is filed bonafide and in interest of justice and equity.

10. That the Appellant will suffer grave and irreparable injury if the present application is not allowed.

PRAYER

It is most respectfully prayed that this Hon'ble Appellate Tribunal may graciously be pleased to:

i) Grant exemption to the Applicant/ Appellant from filing certified copy of impugned judgment and final order dated 10.10.2024 passed by the Mumbai Bench, National Company Law Tribunal, Mumbai, Bench-II in I.A. No. 5487 of 2023 in CP (IB) No. 368/MB/2023. AND/OR

ii) Pass any other order which this Hon'ble Appellate Tribunal deems fit in the circumstances of the case for interest of justice.

APPLICANT/ APPELLANT

THROUGH

Paras

(MR. PARAS MITHAL AND MR. GAURAV RAJ)
Advocates for the Appellant
A-87, Sector 46, Noida
Phone: +91 8130444444, 9548585363
Email: parasmithal.legal@gmail.com
mithalprakhar4@gmail.com

New Delhi
Dated: 18 /11/2024

DECLARATION BY APPELLANT: -

The Applicant above named hereby solemnly declares that nothing material has been concealed or suppressed and further declare(s) that the enclosures and typed set of material papers relied upon and filed herewith are true copies of the original(s)/fair reproduction of the originals / true translation thereof.

Verified at New Delhi on this at 18th day of November 2024

Paras

COUNSEL FOR THE APPLICANT
(PARAS MITHAL)
Enrl. No.: D/ 3632/ 2020

APPLICANT

VERIFICATION

I, Ammeet Kamal Agarwal, the Applicant herein, do hereby verify at New Delhi on this the 18th day of November 2024 that the contents of the Para 1 to 7 are true to the best of my Personal knowledge/ derived from official record and the Para 8 to 10 are believed to be true on legal advice and that I have not suppressed any material facts.

APPLICANT

Place: New Delhi
Date: 18.11.2024

NATIONAL COMPANY LAW APPELLATE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Comp. App. (AT) (Ins) No. 2167 of 2024
& I.A. No. 8081 of 2024 & 820, 4701 of 2025

IN THE MATTER OF:

Ammeet Kamal Agarwal ...**Appellant(s)**

Versus

Prashant Jain & Anr. ...**Respondent(s)**

Present:

For Appellant : **Mr Krishna Sharma, Ms. Kaushambi, Advocates.**
For Respondent : **Mr. Prafull Singh Chandel, Advocate**

O R D E R
(Hybrid Mode)

14.11.2025: Appellant has taken out certain application for production of certain additional documents and counsel for the respondent submits that he does not propose to file any objection to that. However, the need to consider this additional document will arise only when appeal is considered.

Counsel for the appellant seeks time to file objection to the intervener application.

While both the intervener and the appellant agree on the fact that there is intervention application which has been filed, nothing is seen on record and the Registry is required to ascertain the same. Counsel for the respondent is required to approach the Registry. List the matter on **28.11.2025**.

[Justice N Seshasayee]
Member (Judicial)

[Arun Baroka]
Member (Technical)

TU/SK

MINISTRY OF CORPORATE AFFAIRS

NOTIFICATION

New Delhi, the 3rd October, 2023

S.O. 4321(E).—WHEREAS, the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment were adopted under the joint auspices of International Civil Aviation Organization and the International Institute for the Unification of Private Law concluded at Cape Town on 16th November, 2001;

AND WHEREAS, India, being a signatory to and having acceded the Convention and the Protocol by depositing with the International Institute for the Unification of Private Law the instruments of accession on 31.03.2008;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (3) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), the Central Government hereby notifies that the provisions of sub-section (1) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters.

[F. No. Insol-30/9/2020-Insolvency-MCA]

ANITA SHAH AKELLA, Jt. Secy.

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असाधारण
EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित
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No. 4150] NEW DELHI, TUESDAY, OCTOBER 3, 2023/ASVINA 11, 1945

कारपोरेट कार्य मंत्रालय

अधिसूचना

नई दिल्ली, 3 अक्तूबर, 2023

का.आ. 4321(अ).—मोबाइल उपस्कर में अंतर्राष्ट्रीय हितों पर अभिसमय और वायुयान उपस्कर के विनिर्दिष्ट विषयों पर मोबाइल उपस्कर में अंतर्राष्ट्रीय हितों पर अभिसमय के प्रोटोकॉल को 16 नवंबर, 2001 को केप टाउन में संपन्न हुए, अंतर्राष्ट्रीय नागरिक विमानन संगठन और स्वीय विधि एकीकरण के लिए अंतर्राष्ट्रीय संस्थान के संयुक्त तत्वावधान में अंगीकार किया गया था;

और, भारत ने 31.03.2008 को स्वीय विधि एकीकरण के लिए अंतर्राष्ट्रीय संस्थान के पास अभिमिलन पत्र जमा करके अभिसमय और प्रोटोकॉल को हस्ताक्षरी के रूप में स्वीकार किया है;

अतः, अब केंद्रीय सरकार, दिवाला और शोधन अक्षमता संहिता, 2016 (2016 का 31) की धारा 14 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, अधिसूचित करती है कि दिवाला और शोधन अक्षमता संहिता, 2016 (2016 का 31) की धारा 14 की उप-धारा (1) के उपबंध, वायुयान, वायुयान इंजन, वायुयान ढांचा और हेलीकॉप्टरों से संबंधित अभिसमय तथा प्रोटोकोल के अधीन संव्यवहारों, व्यवस्थाओं या करारों पर लागू नहीं होंगे।

[फा.सं. इंसोल-30/9/2020-इंसोल्वेंसी-एमसीए]

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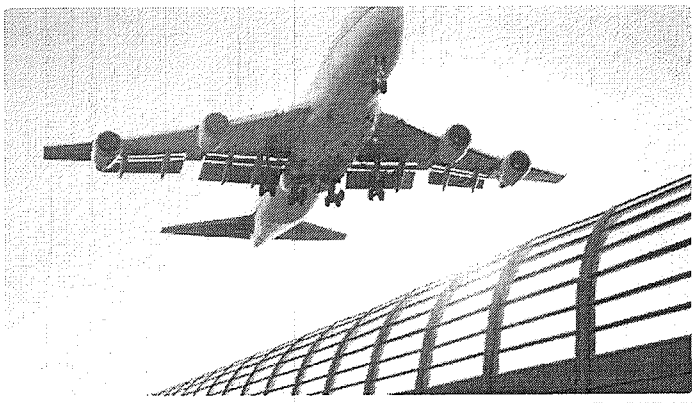

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In a major relief to aircraft lessors, the Ministry of Corporate Affairs (MCA) on Wednesday exempted all transactions and agreements related to aircraft and their engines from moratorium under Section 14 of the Insolvency and Bankruptcy Code (IBC).

The MCA's notification will allow lessors to promptly take their planes back from airlines. Aircraft lessors have been unhappy for the past few months after the National Company Law Tribunal (NCLT) in May barred them from repossessing their planes from Go First. Go First stopped operating flights on May 3 after filing an insolvency application with the tribunal.

With this notification, the Indian government has officially adopted the Cape Town Convention (CTC), an international treaty that offers time-bound solutions for lessors to repossess aircraft, thereby reducing their inherent risks. Lessors have advocated for the implementation of this treaty, which will grant precedence to the CTC over insolvency laws in India.

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The aforementioned Section 14 of th
and transfer or disposal of any of the
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The MCA notification dated October 3 is in line with the Cape Town Convention Bill, which the civil aviation ministry had first introduced in 2018. The Bill assures lessors that their assets, such as aircraft would not get stuck if a company becomes insolvent, as has happened in case of Go First.

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In Go First's case, lessors had applied to the Director General Civil Aviation (DGCA) for deregistration of 45 aircraft prior to its admission of insolvency. These applications were put on hold following the admission of the insolvency plea and commencement of moratorium.

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"This is a big boost to the business of aircraft lessors, which are being wooed to set shop in India. But for Indian aviation companies, which are struggling with financial issues, this may compound their worries as lessors may pull out their assets," said Anshul Jain, partner, PwC India.

In September, the Aviation Working Group (AWG), a global aviation leasing body comprising major planemakers and lessors, downgraded India after lessors could not repossess their planes from Go First more than four months after the carrier filed for insolvency.

Legal opinion, however, appears to be divided on what may follow next. "With this notification, lessors should be able to claim their assets from Go First but they would have to go to court," said Nitin Sarin, managing partner, Sarin & Co.

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According to some legal experts, the move may not provide relief to the Go First lessors because the notification is not applicable retrospectively; the NCLT will now have to take a call. "The lessors will definitely claim that the moratorium relief that Go First had been enjoying will not be applicable going forward. Whether the notification will apply retrospectively to cases already instituted will be up for interpretation before the tribunal," said Rohit Jain, managing partner, Singhania & Co.

The leasing cost stands as a prominent expense for Indian airlines. In its second watch list notice issued in September, AWG said that the actions and inactions in the Go First insolvency proceedings are developments that materially and negatively implicate CTC (Cape Town Convention) non-compliance in India.

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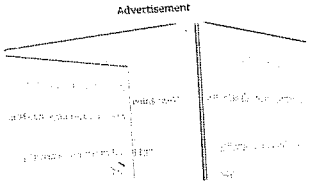

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Oct 05, 2023

Aircraft, Engines and Helicopters exempted from Moratorium under IBC

On October 3, 2023, the Ministry of Corporate Affairs, Government of India issued a notification ('**Notification**') stating that the provisions of Section 14(1) of the Insolvency and Bankruptcy Code, 2016 ('**IBC**') relating to moratorium will not apply to transactions, arrangements or agreements under the Cape Town Convention ('**Convention**') and the Cape Town Protocol ('**Protocol**') relating to aircraft, aircraft engines, airframes, and helicopters.

The Notification has significant implications for repossession of aircraft and engines in India, since such assets are now exempt from moratorium under Section 14(1) of the IBC.

While the introductory paragraphs of the Notification acknowledge that India is a signatory to and has acceded to the Convention and the Protocol, there is no domestic legislation on its implementation in India. However, the Supreme Court has, in various instances, observed that courts should lean in favour of interpreting provisions of Indian law in harmony with international law or treaty obligations.

Under the Protocol, India has issued a general declaration under Article XI dated March 31, 2008 providing for the application of Alternative A in its entirety to all types of insolvency proceedings, and that the waiting period to cure defaults for the purposes of Article XI(3) of that Alternative is two calendar months. Considering this, a view may be taken that the waiting period under the Protocol could apply.

The Aviation Working Group ('**AWG**'), the organisation that monitors contracting states' compliance with the Convention, had placed India on its watchlist in May 2023. AWG further downgraded India's compliance index rating of the Convention and Protocol to 'low' in September 2023. The downgrade could have resulted in increased aircraft leasing rates for Indian carriers. However, the Notification should certainly help mitigate the jurisdiction risk and comes as a positive step for aircraft leasing in India.

Considering the recent exemption under the Notification, aircraft, engine owners and lessors are now better placed to repossess assets from defaulting lessees.

In the ongoing issues with GoFirst, lessors will need to carefully examine the existing orders preventing them from repossession of assets. Some such lessors may need to approach courts before they seek the benefits of this Notification to repossess assets.

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MINISTRY OF CORPORATE AFFAIRS
NOTIFICATION
New Delhi, the 3rd October, 2023

S.O. 4321(E).—WHEREAS, the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment were adopted under the joint auspices of International Civil Aviation Organization and the International Institute for the Unification of Private Law concluded at Cape Town on 16th November, 2001;

AND WHEREAS, India, being a signatory to and having acceded the Convention and the Protocol by depositing with the International Institute for the Unification of Private Law the instruments of accession on 31.03.2008;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (3) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), the Central Government hereby notifies that the provisions of sub-section (1) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters.

[F. No. Insol-30/9/2020-Insolvency-MCA]
ANITA SHAH AKELLA, Jt. Secy.

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MINISTRY OF CORPORATE AFFAIRS
NOTIFICATION
New Delhi, the 3rd October, 2023

S.O. 4321(E).—WHEREAS, the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment were adopted under the joint auspices of International Civil Aviation Organization and the International Institute for the Unification of Private Law concluded at Cape Town on 16th November, 2001;

AND WHEREAS, India, being a signatory to and having acceded the Convention and the Protocol by depositing with the International Institute for the Unification of Private Law the instruments of accession on 31.03.2008;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (3) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), the Central Government hereby notifies that the provisions of sub-section (1) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters.

[F. No. Insol-30/9/2020-Insolvency-MCA]
ANITA SHAH AKELLA, Jt. Secy.

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सद्रक्षणाय खलनिग्रहणाय

Tel.No. : 022-22620111 Ext 675
Email ID :
srpigc3.eowmum@mahapolice.gov.in

Govt. of Maharashtra
Police Department

Office of the Sr. Inspector of Police ,
Unit-5 (General Cheating-III),
Economic Offences Wing,
Police Commissioner Compound
Dr. D.N. Road, Mumbai-400 001.

O.W. No. 2267 /Cr.32-24/Unit-5(G.C.III)/EOW/Mumbai/2025 Date :10/10/2025

Notice

(U/S. 160 of Cr.P.C.)

To,

Mr. Rajendra Singh Rao,
M/s. ASR Logisitics (India) Pvt. Ltd.,
Address- Room No.26, 2nd Floor 282 Khandke Building,
Shahid Bhagatshingh Road, Fort, Mumbai 400001
Email- asr102@rediffmail.com Mo.No. 9820330911

Sub :- To Remain present at Economic Offences Wing, Mumbai for Investigation.

Ref :- EOW Cr. No. 32/24, U/S. 409, 420, 465, 467, 468, 471, 34 of IPC (Sahar Police Station Cr. No.464/2024)

--000--

Whereas, case vide Cr. No. 32/24, U/S. 409, 420, 465, 467, 468, 471, 34 of IPC has been registered at this office on the reasonable complaint of Mr. Vikas Shukla on behalf of Michiel Kneefel, President and C.E.O. of Trek Air BV, Netherland against Amit Agarwal, Kamal Agarwal and Aakash Agarwal of Supreme Transport Organization Pvt. Ltd, and others for cheating and Criminal Breach of Trust etc.

And whereas, during investigation it is revealed that Damaged Aircraft Cessna Grand Caravan was being sold by Supreme Transport Organization Pvt. Ltd, to Intercontinental Commercial Aircraft inc, through the agent Trek Air BV Netherland. Powell Aircraft Title Service was appointed as Escrow Agent. M/s Intercontinental Commercial Aircraft, INC., deputed M/s Flyd Aerospares Pvt. Ltd. for export of said cargo and M/s Flyd Aerospares deputed your company for transportation of said cargo. Hence it is necessary to record your statement to ascertain your side in this matter and for clarifications on your part, if any.

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Therefore you are informed to attend this Office on **17th October 2025** at 11:00 hrs. You are also informed to bring below mentioned documents as well as all other relevant documents in support of your say.

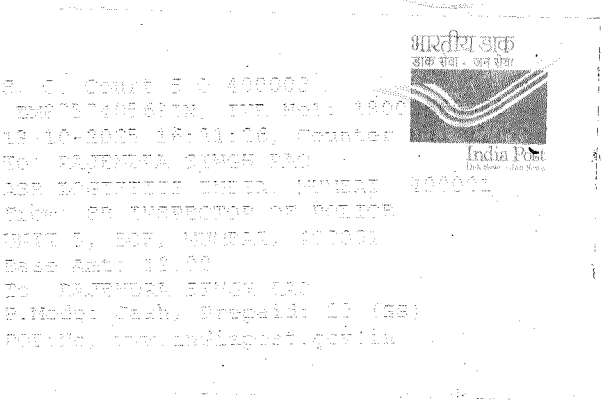
1) Copy of agreement between Flyd Aerospares Pvt. Ltd. and M/s. ASR Logisitics (India) Pvt. Ltd., for transportation of said Aircraft.
2) Copy of Invoice issued by the M/s.ASR Logisitics (India) Pvt. Ltd. to Flyd Aerospares Pvt. Ltd. or others for transportation of said Aircraft.
3) Bank statements of M/s. ASR Logisitics (India) Pvt. Ltd. which shows consideration of your service by M/s. Flyd Aerospares Pvt. Ltd. or others.
4) Copy of ledger book of M/s. ASR Logisitics (India) Pvt. Ltd. in the name of M/s. Flyd Aerospares Pvt. Ltd. for F.Y.2022-23 to 2023-24

In case of any clarification, please contact to investigating officer, Police Inspector, Gajendra Kshirsagar on his Mo. no. 9545522353.

13/11

(Ganesh Pawar)
Senior Police Inspector
EOW, Unit- 5, (G.C.-III), Mumbai

OC



Documents submitted by W. Rajendra Singh Rao

Expert Shipping Services

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From: Expert Shipping Services <info@expertshippingservices.in>
Sent: Friday, April 28, 2023 8:24 PM
To: 'Emirates Ocean Express'; 'Rajendra Singh Rao'; 'Expert Shipping Services'; 'ASR MUNDRA MUKESH'; 'Sunita - ASR LINE'; bmg.asrline@gmail.com
Cc: 'Rawindra Pandey'; 'ACCOUNTS Emirates Ocean Express'; 'AERO PARTS SUPPLY'; 'CEO Emirates Ocean Express'
Subject: RE: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...
Attachments: Supreme.docx

Dear Sirs,

Namaste!

As discussed, Please provide us docs as per below,

1. Final LUT Copy
2. GSTR1 of April instead of March
3. Attached Letter to be printed on Supreme Letterhead

Kindly do the needful,

Awaiting your kind response.

Thanks & regards,
Ghanshyam
info@expertshippingservices.in

Expert Shipping Services

Save-A-Tree

ASR Logistics (India) Pvt. Ltd. 11/102

From: Emirates Ocean Express [mailto:export@emiratesshippings.com]
Sent: 24 April 2023 12:03 PM
To: Rajendra Singh Rao <rao@asrlogistics.co>; Expert Shipping Services <expertshippingservices1@gmail.com>; ASR MUNDRA MUKESH <docsmun@asrlogistics.co>; Expert Shipping Services <info@expertshippingservices.in>; Sunita - ASR

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LINE <Sunita@asrline.com>; bmg.asrline@gmail.com
Cc: Rawindra Pandey <rawindra111@gmail.com>; ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; AERO PARTS SUPPLY <Supplyaeroparts@gmail.com>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>
Subject: Re: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

Dear team,

Request to you please advise our shipment current status!

Please advise our container would be gate-in in this week or not!

Booking No.: 20063225

Container No.: HLBU 1440101 / 40'HC

***its almost Three month completed from 06 Feb Container Pickup date and now today 24-04-2023.**
Please do your best to take this ship. THANK YOU

Thanks & Best Regards

Navin Kumar Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

Kindly advice Container gate in status, is this possible to gate in for given booking copy plan vessel?

Plan vessel details is below for your ref.;-

Booking No.: 20063225

Container No.: HLBU 1440101 / 40'HC

Vessel /Voy : AL SAFAT

ETD (Mundra): 15-Apr-2023

Vessel gate will be close dtd. 14-04-2023 (tomorrow).

***if we are unable to gate- in container for the same plan vessel then again carrier hapag will apply heavy penalty to us.**

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * CHENNAI & COCHIN-India

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Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

Our Motto:- Excellent Service, Best Price & Committed Delivery.

On Tue, 11 Apr 2023 at 10:06, Expert Shipping Services <expertshippingservices1@gmail.com> wrote:

Dear Ravindra Ji,

Namastey!

We will try our best to do the same.

Thanks & regards,
Ghanshyam

From: Rawindra Pandey <rawindra111@gmail.com>
Sent: Tuesday, April 11, 2023 9:55:28 AM
To: Documents Expert <expertshippingservices1@gmail.com>
Cc: ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; AERO PARTS SUPPLY <Supplyaeroparts@gmail.com>; ASR MUNDRA MUKESH <docsmun@asrlogistics.co>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>; Emirates Ocean Express <export@emiratesshippings.com>; Expert Shipping Services <info@expertshippingservices.in>; Rajendra Singh Rao <raoasr102@gmail.com>; Sunita - ASR LINE <Sunita@asrline.com>; bmg.asrline@gmail.com <bmg.asrline@gmail.com>
Subject: Re: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

Dear Sir,
Please note from our end checklist is ok,
But request to you kindly proper check before final submission from your end also with given documents.
Note: - we don't need any benefit claim like Drawback or GST Refund in this shipment & our aim is this shipment gate in to catch plan vessel ETD 15-04-2023 , so kindly submit accordingly.

Regards,
RAWINDRA

On Mon, 10 Apr 2023 at 5:38 PM, Documents Expert <expertshippingservices1@gmail.com> wrote:

Dear All

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * CHENNAI & COCHIN-India

Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

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On Tue, 18 Apr 2023 at 13:04, CEO Emirates Ocean Express <CEO@emiratesshippings.com> wrote:

Dear Rao Saab,
Good Day,

Well noted your message and we will take appropriate action against the shipper concerned Mr Ravinder pandey after our shipment smoothly handover/gate-in to the carrier.

Since last week After talking with you and our office concerned Mr. Jha , in this regard we have given a strong warning to the shipper concerned Mr. Ravinder Pandey and our team also said that - No need for any contact / interaction with Mundra Custom / SIIB.

Now our 1st concern is to resolve our custom issue from Mundra SIIB Team and handover/gate-in our container on priority , because we are paying Approximately INR 24 K + per week roll over / No Show Fee + GST Per Day in Carrier Hapag.

Request to you please do the needful and gate in our container in this week anyhow please.

Booking No.: 20063225
Container No.: HLBU 1440101 / 40'HC

We shall be highly obliged for your kind support.

Regards;
Chandrasen Singh

On Mon, 17 Apr 2023 at 14:48, Rajendra Singh Rao <rao@asrlogistics.co> wrote:

Dear chandersen ji

Mr Ravinder pandey is acting too smart and double crossing us and we are pushing every day at SIIB and mr Ravinder pandey ji is calling SIIB officer directly and not even telling us

And he is very abusive and one night after good session of his drinks he calls me at 12 in night and abuses my senior managers at night.

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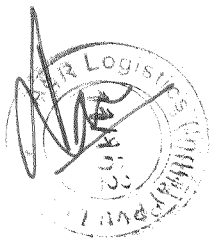
In such situation had you been what you would have done ?????

Adding Value Beyond Logistics
Thanks N Warm Regards
Rajendra Rao
Responsible For
Asr Container Lines Pte Ltd
Asr Container Lines Sdn Bhd
Asr Cargo Llc
Asr India Pvt Ltd
We Sit At
Room No 26 Khandke Building
282,Sbs Road, Fort
Mumbai 400001
Web: Www.Asrline.Com
Email: Rao@Asrline.Com
+91-22-43159901/43159902
Branches : New Delhi,Jaipur,Mundra/Kandla,
Loni,Ludhiana,Tkd , Nagpur

> On 17-Apr-2023, at 1:04 PM, CEO Emirates Ocean Express <CEO@emiratesshippings.com> wrote:
>
> Dear Team,
>
> What are going on, Kindly advice Container gate in status!!!!!!!!!
>
> Is this possible to gate in this week?
>
> Request to you please do the needful and gate in our container in this week anyhow please.
>
> #Carrier hapag already applied too much penalty to us for previous week vessel skip/roll over.
>
> Booking No.: 20063225
>
> Container No.: HLBU 1440101 / 40'HC
>
> Regards;
>
> Chandrasen Singh



> On Thu, 13 Apr 2023 at 13:32, Emirates Ocean Express <export@emiratesshippings.com> wrote:
>
> Dear Team,

Namaste!

Please find attached herewith Checklist for Approval.

Thanks & regards,

Paras

Customer Services

+919898405635

info@expertshippingservices.in

<image001.png><image002.png>

Expert Shipping Services

<image003.jpg>

From: Emirates Ocean Express [mailto:export@emiratesshippings.com]
Sent: 10 April 2023 04:40 PM
To: Expert Shipping Services <expertshippingservices1@gmail.com>; Expert Shipping Services <info@expertshippingservices.in>; Rajendra Singh Rao <raoasr102@gmail.com>; ASR MUNDRA MUKESH <docsmun@asrlogistics.co>; Sunita - ASR LINE <Sunita@asrline.com>; bmg.asrline@gmail.com
Cc: ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; AERO PARTS SUPPLY <Supplyaeroparts@gmail.com>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>; Rawindra Pandey <rawindra111@gmail.com>
Subject: Re: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence

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in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

Attached Ultimate Supplier Documents for your reference.

Please check each & everything is okay & correct before submission.

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

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Our Motto:- Excellent Service, Best Price & Committed Delivery.

On Mon, 10 Apr 2023 at 16:31, Rawindra Pandey <rawindra111@gmail.com> wrote:

Dear Mr. Jha ,

As discussed with Rao sir , kindly provide all the docs to them .

Regards,

Rawindra

On Mon, 10 Apr 2023 at 1:04 PM, Rawindra Pandey <rawindra111@gmail.com> wrote:

Dear Expert Team,

Write a clear line , if docs submitted will clear in 7 working days . Please Advise Mr. Rao Sir that emirates will discuss rest financials with them.

Regards,

Rawindra

On Mon, Apr 10, 2023 at 1:00 PM Emirates Ocean Express <export@emiratesshippings.com> wrote:

Dear Sir ,

Please advise meaning of your below of message line "**something in 7 working day?** "

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"After submission of above documents & shipment will be cleared something within 7 working days"

Also note how can discuss with Rao Sir , Rao sir , not picking our & our shipper calls and even not call-back to us till date.

RIC : Rawindra Panday ji (Shipper) Please advise your feedback.

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

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On Mon, 10 Apr 2023 at 12:54, ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com> wrote:

Dear Sir/Mam

Please note arranging your all required documents from ultimate supplier as soon as possible ,

Now Request to you please arrange & share the attached ***KYC format on your company Letterhead with Sign & stamp*** *with below docs for our vendor creation purpose .*

Both of the KYC required on your company letterhead need its duly sign and stamp.

1.) Both of attached KYC format on your company Letterhead with Sign & Stamp

2.) 3/3 Pages GST REGISTRATION CERTIFICATE .

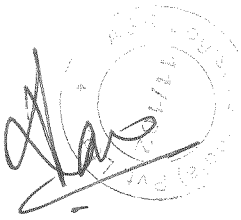
4.) PAN Card Copy (FOR BUSINESS ENTITY) COMPULSORY)

5.) Electricity bill \ Telephone bill for address proof

6.) TAN No. or TAN COPY if TDS Deduct .

7.) Directors/Proprietor ID Proofs & Address Proof Copy .

We remain at your disposal.



Thanks & Warm Regards;

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Diwakar Jha

(Finance Controller-Accounts) – North India

Emirates Ocean Express Ship Pvt. Ltd.

Phone:+91-11- 22241004 | Mob: +91 8527000587 |

Email: accounts@emiratesshippings.com
Website: www.emiratesshippings.com

Create your own email signature

On Mon, 10 Apr 2023 at 12:39, Expert Shipping Services <info@expertshippingservices.in> wrote:

Dear Ravindra Ji / Roshan Ji,

Namaste!

As discussed with Our Management & with you, Kindly provide us documents as per below,

1. KYC Certificate
2. CHA Authority Letter
3. IEC Copy
4. PAN
5. GST Certificate
6. Bank Signature Verification Letter
7. RCMC

8. AEO Certificate
9. Incorporation Certificate
10. Company Owners ID Proofs n Address Proof
11. Export Invoice
12. Packing List
13. LUT Copy / IGST Invoice
14. All Documents should be proper attestation

After submission of above documents & shipment will be cleared something within 7 working days rest further assistance discuss with Rao Sir.

Awaiting your kind response.

Thanks & regards,

Ghanshyam

+919898405635

info@expertshippingservices.in

<image001.png><image002.png>

Expert Shipping Services

<image003.jpg>

From: Emirates Ocean Express [mailto:export@emiratesshippings.com]
Sent: 08 April 2023 12:17 PM
To: Rajendra Singh Rao <raoasr102@gmail.com>
Cc: Expert Shipping Services <info@expertshippingservices.in>; Rawindra Pandey <rawindra111@gmail.com>; ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; AERO PARTS SUPPLY <Supplyaeroparts@gmail.com>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>; Expert Shipping Services <expertshippingservices1@gmail.com>; Sunita - ASR LINE <Sunita@asrline.com>;

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bmg.asrline@gmail.com; ASR MUNDRA MUKESH <docsmun@asrlogistics.co>
Subject: Re: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

Dear Sir,

Good Morning,

Awaiting for your comment, Request to you please update how to proceed its!

We are losing time every day and day by day hues amount of export detention paying to carrier by our customer /shipper.

Your immediate reply will be highly appreciated.

Carrier Booking No.: 20063225

Container No.:HLBU1440101 / 40'HC

OLD S.B No. & Date: 7758345 13/02/2023

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

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Our Motto:- Excellent Service, Best Price & Committed Delivery.

On Fri, 7 Apr 2023 at 19:06, Emirates Ocean Express <export@emiratesshippings.com> wrote:

Dear Sir,

Good Evening,

Many thanks for your email.

Below is the story that created by your team mate Mukesh Makwana ji , he is just doing thing round and round . In first visit of my client custom ask for some document and my client return back and same as per Mukesh submitted to custom and they ask 25,00,000 as bribe . Our client refuse to pay that and then he down on 18 lacs , again he down on 15 lacs . Everyday he put pressure on client to give the money finally client send to Mukesh 10 lacs rupees .after that their wording change and he continuously rudely talking to client . My client very well know how much custom asks and due to their personal benefits Mukesh ji putted client completely in dark . Client is arranging noc from custom, you just give them noc for cha change and raise your services invoice and return back their 10 lacs rupees.

Either if you can arrange to clear our this shipment just let us know how much time you will exactly take without any objection & also advise if we provide below of mention ultimate shipper documents then not required if any additional document, cause client will not give any other documents after that .Also let us know the financial figure to short out the problem completely.

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Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

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Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

Our Motto:- Excellent Service, Best Price & Committed Delivery.

On Thu, 6 Apr 2023 at 22:23, Rajendra Singh Rao <raoasr102@gmail.com> wrote:

Dear sir

File in SIIB is in our name.

To handover the NOC please get NOC from SIIB and after that only we can issue the NOC

We do not have an issue in giving you NOC but file needs to be closed in SIIB.

The SIIB matter was explained to Ravinder ji by DC export during his last visit

Please refer letter issued by DC export in that you can verify our company is kept in CC

If you provide Supreme documents we can get is closed very soon or you can take the cargo back to town

Once you give us SIIB NOC immediately we will issue NOC or if you give us supreme documents we will process the shipment and get you LET Export Order

Thanks and warm regards

Rajendra Rao

On Thu, 6 Apr, 2023, 8:31 PM Emirates Ocean Express, <export@emiratesshippings.com> wrote:

Dear Sir,

Kindly confirm, have you any issue to give NOC ?

If there is no issue then please do let's start the process for your NOC to change our c.h.a.

Request to you please provide NOC and free your licence & involvement from our in this disputed shipment,

Now we don't want to waste more time day by day and pay detention to the shipping line from my shipper/customer pocket .

& Also make your service charges bill till dated ,

We will arrange to make your payment on top priority basis.

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

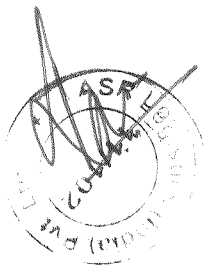
(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com



Our India Office :-

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * CHENNAI & COCHIN-India

Our Overseas Counterpart :-

107

On Thu, 6 Apr 2023 at 19:39, Expert Shipping Services <info@expertshippingservices.in> wrote:

Dear Sirs,

Namaste!

As discussed with Our Management, we are informing you that

Ravindra Ji is came but not met us & second thing is that we have already provided mail of

Required docs from Supreme Which still not received us,

So Kindly provide us the same,

Awaiting your kind response.

Thanks & regards,

Ghanshyam

info@expertshippingservices.in

103

Expert Shipping Services

From: Emirates Ocean Express [mailto:export@emiratesshippings.com]
Sent: 06 April 2023 02:29 PM
To: Expert Shipping Services <info@expertshippingservices.in>
Cc: Rawindra Pandey <rawindra111@gmail.com>; ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; AERO PARTS SUPPLY <Supplyaeroparts@gmail.com>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>; Expert Shipping Services <expertshippingservices1@gmail.com>; Sunita@asrline.com; bmg.asrline@gmail.com; docsmun@asrlogistics.co; raoasr102@gmail.com
Subject: Re: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

TOP Urgent Request -1

Dear Expert / ASR Team,

Good Day,

Request to you kindly arrange the procedure to NOC to change the C.H.A. in this shipment on today's top priority.

Because as per our shipper/customer they are today again visited from Delhi to Mundra port & they said that nobody cooperated & supported him yet.

Now we have no option to take NOC & change c.h.a. & request to you kindly also make your service charges bill till dated , we will arrange to make your payment on top priority basis.

And please let's start the process for your NOC to change our c.h.a.

*WHEN YOU FREE IN THIS SHIPMENT THEN YOU SHOULD BE RETURN GIVEN CASH INR 10 Lakh to Our Shipper.

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * CHENNAI & COCHIN-India

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Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

Our Motto:- Excellent Service, Best Price & Committed Delivery.

On Wed, 5 Apr 2023 at 15:52, Emirates Ocean Express <export@emiratesshippings.com> wrote:

Hi Team,

Kindly note as per our discussion with Shipper consern Mr. Rawinder ji ,

They are arranging complete documents for Ultimate Supplier "Suprime Transport" as soon as possible.

Meanwhile we need to take NOC from Mundra Custom against our previous wrong shipping bill submission & which is already in purge & this regarding they will submit Apology request Letter from his previous shipping bill Shipper Company (FLYD) & same required from clearing Company also.

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

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MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * CHENNAI & COCHIN-India

Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

Our Motto:- Excellent Service, Best Price & Committed Delivery.

On Wed, 5 Apr 2023 at 15:42, Expert Shipping Services <info@expertshippingservices.in> wrote:

Dear Ravindra Ji,

Awaiting for documents the same.

Thanks & regards,
Ghanshyam
info@expertshippingservices.in
Expert Shipping Services

From: Expert Shipping Services <info@expertshippingservices.in>
Sent: Wednesday, April 5, 2023 8:46 AM

107

To: 'Rawindra Pandey' <rawindra111@gmail.com>
Cc: 'ACCOUNTS Emirates Ocean Express' <accounts@emiratesshippings.com>; 'AERO PARTS SUPPLY' <Supplyaeroparts@gmail.com>; 'CEO Emirates Ocean Express' <CEO@emiratesshippings.com>; 'Emirates Ocean Express' <export@emiratesshippings.com>; 'Expert Shipping Services' <expertshippingservices1@gmail.com>; Sunita@asrline.com <Sunita@asrline.com>; bmg.asrline@gmail.com <bmg.asrline@gmail.com>; docsmun@asrlogistics.co <docsmun@asrlogistics.co>; raoasr102@gmail.com <raoasr102@gmail.com>
Subject: RE: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

Dear Ravindra Ji,

Good Morning !

Please fin attached herewith KYC Certificate & Authority Letter for your reference the same.

Thanks & regards,

Ghanshyam

+919898405635

info@expertshippingservices.in

<image001.png><image002.png>

Expert Shipping Services

<image003.jpg>

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From: Rawindra Pandey [mailto:rawindra111@gmail.com]
Sent: 05 April 2023 01:45 AM
To: Expert Shipping Services <info@expertshippingservices.in>
Cc: ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; AERO PARTS SUPPLY <Supplyaeroparts@gmail.com>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>; Emirates Ocean Express <export@emiratesshippings.com>; Expert Shipping Services <expertshippingservices1@gmail.com>; Sunita@asrline.com; bmg.asrline@gmail.com; docsmun@asrlogistics.co; raoasr102@gmail.com
Subject: Re: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

Attachment missing ?

On Wed, 5 Apr 2023 at 12:52 AM, Expert Shipping Services <info@expertshippingservices.in> wrote:

Dear Ravindra Ji,

Please find attached herewith Format for your reference the same.

--
REGARDS:-
RAWINDRA PANDEY
9999046374

--

Amit Kumar Jha

(Business Development Manager- Export & Import)

Emirates Ocean Express Ship Pvt. Ltd.

(Cost Effective Shipping & Logistics Solutions)

Address:A-Block, 1st Floor, Mayur Vihar , Phase-3, New Delhi - 110096, India

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Email: ceo@emiratesshippings.com
Phone:+91-11- 22241004 | Mob: +91 7840020930
Website: www.emiratesshippings.com

Our Motto! - Excellent Service, Best Price, Committed Delivery.

***** Please pass it to right person or send return message if it is wrongly addressed *****

****

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * KOLKATA * CHENNAI * COCHIN

****

Adding Value Beyond Logistics
Thanks N Warm Regards
Rajendra Rao
Responsible For
Asr Container Lines Pte Ltd
Asr Container Lines Sdn Bhd
Asr Cargo Llc
Asr India Pvt Ltd
We Sit At
Room No 26 Khandke Building
282,Sbs Road, Fort
Mumbai 400001
Web: Www.Asrline.Com
Email: Rao@Asrline.Com
+91-22-43159901/43159902
Branches : New Delhi,Jaipur,Mundra/Kandla,
Loni,Ludhiana,Tkd , Nagpur

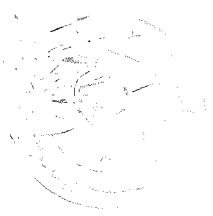
--

Amit Kumar Jha

(Business Development Manager- Export & Import)

Emirates Ocean Express Ship Pvt. Ltd.

(Cost Effective Shipping & Logistics Solutions)



1.10

Address:A-Block, 1st Floor, Mayur Vihar , Phase-3, New Delhi - 110096, India
Email: ceo@emiratesshippings.com
Phone:+91-11- 22241004 | Mob: +91 7840020930
Website: www.emiratesshippings.com

Our Motto! - Excellent Service, Best Price, Committed Delivery.

***** Please pass it to right person or send return message if it is wrongly addressed *****

****

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * KOLKATA * CHENNAI * COCHIN

****

HAPAG-LLOYD INDIA PVT. LTD.
501,5TH FLOOR SATELLITE GAZEBO,, B-WING,GURU HARGOVINDJI MARG, ANDHERI(EAST),
MUMBAI 400093, INDIA (AS AGENT)

Hapag-Lloyd

Our Reference: 20063225

Received from:

NOBLE SHIPPING PVT. LTD.
CORPORATE PARK, UNIT # 13/11,
2ND FLR., BLK 12& 13,SION
TROMBAY RD., CHEMBUR, MUMBAI
MUMBAI 400071, INDIA

Name JANGAM, MANALI
Tel. +918484821815
E-Mail BKG9@NOBLESHIPPING.NET

HL Booking Contact:

Name HAPAG-LLOYD INDIA PVT. LTD.
Tel. +91 22 6781-2700
Fax
E-Mail India@service.hlag.com

Booking Confirmation - 34TH UPDATE

Date of Issue: 18-May-2023 09:18:37 EN

Our Reference:	**20063225**	**Booking Date:**	04-Feb-2023
		Local Booking Ref.:	SHIPPER PDA
		Contract No.:	103326510
BL/SWB No(s).:	HLCUBO1230227517		
Summary:	1x45GP	☐ DG ☐ Temp. ☐ OOG ☐ SOW	
Export:	FCL / Merchant's Haulage (CY)	**Import:**	FCL / Merchant's Haulage (CY)

FREIGHT FORWARDER
NOBLE SHIPPING PVT. LTD
CORPORATE PARK, UNIT# 13/II,
2ND FLR, BLK 12&13 SION TROMBAY RD
CHEMBUR MUMBAI - 400071

Export empty pick up depot(s)

RAJSICO
INLAND CONTAINER DEPOT
THE RAJASTHAN SMALL INDUSTRIES COR
RIICO INDUSTRIAL AREA
SAGANER
JAIPUR 302005, INDIA

Export terminal delivery address

ADANI PORTS AND SPECIAL ECONOMIC ZO
APSEZ-CT2
POST BAG NO. 1, MUNDRA
KUTCH
MUNDRA 370421, INDIA

The above mentioned terminal requires the VGM prior to gate in regardless of our VGM cut-off!

From	To	By	ETD	ETA
MUNDRA MUNDRA PORT & S.E.Z. (INMUN)	COLOMBO SOUTH ASIA GATEWAY (LKCMB)	Vessel SEASPAN LAHORE DP Voyage: 609499 Voy. No: 2320W IMO No: 9301811 Call Sign: VRBY8 Flag: HONG KONG	24-May-2023 10:00	29-May-2023 00:01
COLOMBO COLOMBO INT'L (LKCMB)	JACKSONVILLE, FL SSA ATLANTIC, LLC. (USJAX)	Vessel ONE OWL DP Voyage: 612973 Voy. No: 023E	13-Jun-2023 02:00	05-Jul-2023 13:00

BOBC0201-059TB

Hapag-Lloyd Aktiengesellschaft
Chairman of the Supervisory Board: Michael Behrendt
Executive Board: Rolf Habben Jansen (CEO), Donya-Florence Amer, Mark Frese, Dr. Maximilian Rothkopf
Registered Office: Hamburg, Company Register: Amtsgericht Hamburg HRB 97937

Submit your VGM

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HAPAG-LLOYD INDIA PVT. LTD.
501,5TH FLOOR SATELLITE GAZEBO,, B-WING,GURU HARGOVINDJI MARG, ANDHERI(EAST),
MUMBAI 400093, INDIA (AS AGENT)

Hapag-Lloyd

Our Reference: 20063225

From	To	By	ETD	ETA
		Ext. Voy: EC5 IMO No: 9741449 Call Sign: 7KBK Flag: JAPAN		

Import terminal pick up address

SSA ATLANTIC, LLC.
5800 WILLIAM MILLS ST
JACKSONVILLE, FL 32226
USA

Deadline	Location	Date / Time (local)	Required Action
Shipping instruction closing	MUNDRA (INMUN)	22-May-2023 09:00	Provide your final BL/SWB instructions
VGM cut-off	MUNDRA (INMUN)	23-May-2023 12:00	Provide verified container gross weight (VGM)
Earliest container delivery date	MUNDRA (INMUN)	17-May-2023 23:59	First possible delivery of containers at the export terminal
FCL delivery cut-off	MUNDRA (INMUN)	23-May-2023 16:00	Last possible delivery of regular containers at the export terminal
Estimated time of arrival	COLOMBO (LKCMB)	12-Jun-2023 07:00	Complete your security filing at least 24h prior to this date

No.	Type	Container no.	SOW	Empty pick up date/time	Empty pick up depot	Add. Info
1	45GP	HLBU 1440101	N	06-Feb-2023	RAJSICO	

Container Type	40' X 8' X 9'6" HIGH CUBE CONT.
Commodity	Description: OLD & USED AIRCRAFTS PARTS Gross Weight: 2240.0 KGM Gross Volume: 57.0 MTQ Outer Packing: 30 PACKAGES

Customs Details

According to shipment routing, the following customs requirements are relevant:

Direct: USA (AMS/ISF)

FROB: Canada (ACI)

Hapag-Lloyd AG SCAC code: HLCU

This booking confirmation is subject to receiving of all relevant bill of lading / sea waybill data from the shipper in due time respectively according to local documentation closing dates/times.

Remarks

Case
49649327
Update] Booking 20063225 Item #1 of 1 Amendment type: Change Vessel -
Booking adjustment Description: please amend bkg on next vsl
CRO 100 usd added

DEAR CUSTOMER - THIS SHIPMENT HAS BEEN ROLLED OVER FROM VESSEL LONG BE ACH EXPRESS AS CONTAINERS WERE GATED IN POST THE GATE CUT OFF. SINCE T HE ROLL IS ON YOUR ACCOUNT THERE WILL BE CRO CHARGES OF 100 USD PER CO NTAINER THAT WILL GET APPLIED. PLEASE PAY IT ON TIME TO ENSURE TIMELY BL RELEASE.

DEAR CUSTOMER - THIS SHIPMENT HAS BEEN ROLLED OVER FROM VESSEL BEA SCH ULTE AS CONTAINERS WERE GATED IN POST THE GATE CUT OFF. SINCE THE ROLL IS ON YOUR ACCOUNT THERE WILL BE CRO CHARGES OF 100 USD PER CONTAINER THAT WILL GET APPLIED. PLEASE PAY IT ON TIME TO ENSURE TIMELY BL RELE

BOBC0201-059TB

Submit your VGM

HAPAG-LLOYD INDIA PVT. LTD.
501,5TH FLOOR SATELLITE GAZEBO,, B-WING,GURU HARGOVINDJI MARG, ANDHERI(EAST),
MUMBAI 400093, INDIA (AS AGENT)

Hapag-Lloyd

Remarks

ASE.

DEAR CUSTOMER - THIS SHIPMENT HAS BEEN ROLLED OVER FROM VESSEL SWANSEA AS CONTAINERS WERE GATED IN POST THE GATE CUT OFF. SINCE THE ROLL IS ON YOUR ACCOUNT THERE WILL BE CRO CHARGES OF 100 USD PER CONTAINER THA T WILL GET APPLIED. PLEASE PAY IT ON TIME TO ENSURE TIMELY BL RELEASE.

DEAR CUSTOMER - THIS SHIPMENT HAS BEEN ROLLED OVER FROM VESSEL APL FLO RIDA AS CONTAINERS WERE GATED IN POST THE GATE CUT OFF. SINCE THE ROLL IS ON YOUR ACCOUNT THERE WILL BE CRO CHARGES OF 100 USD PER CONTAINER THAT WILL GET APPLIED. PLEASE PAY IT ON TIME TO ENSURE TIMELY BL RELE ASE.

DEAR CUSTOMER - THIS SHIPMENT HAS BEEN ROLLED OVER FROM VESSEL RDO FOR TUNE AS CONTAINERS WERE GATED IN POST THE GATE CUT OFF. SINCE THE ROLL IS ON YOUR ACCOUNT THERE WILL BE CRO CHARGES OF 100 USD PER CONTAINER THAT WILL GET APPLIED. PLEASE PAY IT ON TIME TO ENSURE TIMELY BL RELE ASE.

DEAR CUSTOMER - THIS SHIPMENT HAS BEEN ROLLED OVER FROM VESSEL RDO CON CORD AS CONTAINERS WERE GATED IN POST THE GATE CUT OFF. SINCE THE ROLL IS ON YOUR ACCOUNT THERE WILL BE CRO CHARGES OF 100 USD PER CONTAINER THAT WILL GET APPLIED. PLEASE PAY IT ON TIME TO ENSURE TIMELY BL RELE ASE.

DEAR CUSTOMER - THIS SHIPMENT HAS BEEN ROLLED OVER FROM VESSEL AL SAFA T AS CONTAINERS WERE GATED IN POST THE GATE CUT OFF. SINCE THE ROLL IS ON YOUR ACCOUNT THERE WILL BE CRO CHARGES OF 100 USD PER CONTAINER TH AT WILL GET APPLIED. PLEASE PAY IT ON TIME TO ENSURE TIMELY BL RELEASE .

DEAR CUSTOMER - THIS SHIPMENT HAS BEEN ROLLED OVER FROM VESSEL APL CAL IFORNIA AS CONTAINERS WERE GATED IN POST THE GATE CUT OFF. SINCE THE R OLL IS ON YOUR ACCOUNT THERE WILL BE CRO CHARGES OF 100 USD PER CONTAI NER THAT WILL GET APPLIED. PLEASE PAY IT ON TIME TO ENSURE TIMELY BL R ELEASE.

DEAR CUSTOMER - THIS SHIPMENT HAS BEEN ROLLED OVER FROM VESSEL LONG BE ACH EXPRESS AS CONTAINERS WERE GATED IN POST THE GATE CUT OFF. SINCE T HE ROLL IS ON YOUR ACCOUNT THERE WILL BE CRO CHARGES OF 100 USD PER CO NTAINER THAT WILL GET APPLIED. PLEASE PAY IT ON TIME TO ENSURE TIMELY BL RELEASE.

DEAR CUSTOMER - THIS SHIPMENT HAS BEEN ROLLED OVER FROM VESSEL NAVIOS DOMINO AS CONTAINERS WERE GATED IN POST THE GATE CUT OFF. SINCE THE RO LL IS ON YOUR ACCOUNT THERE WILL BE CRO CHARGES OF 100 USD PER CONTAIN ER THAT WILL GET APPLIED. PLEASE PAY IT ON TIME TO ENSURE TIMELY BL RE LEASE.

Case number: 54784569

Dear Customer,

As per your request Booking updated and BC sent.

*** COVID-19 REMARK ***
In order to avoid release issues due to the COVID-19 pandemic we strongly recommend to (A) switch your shipments to a sea waybill wherever legally and commercially acceptable or (B) your documents distributed at destination. In case of issuance of an original bill of lading, Shipper/Booking Party are herewith requested to make a color scan copy of all OBL pages - once duly endorsed - and store them for the duration of the crisis before sending the OBL to bank/consignee /notify.

*** FIO Charges remark ***

BOBC0201-059TB

Hapag-Lloyd Aktiengesellschaft
Chairman of the Supervisory Board: Michael Behrendt
Executive Board: Rolf Habben Jansen (CEO), Donya-Florence Amer, Mark Frese, Dr. Maximilian Rothkopf
Registered Office: Hamburg, Company Register: Amtsgericht Hamburg HRB 97937

Submit your VGM

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HAPAG-LLOYD INDIA PVT. LTD.
501,5TH FLOOR SATELLITE GAZEBO,, B-WING,GURU HARGOVINDJI MARG, ANDHERI(EAST),
MUMBAI 400093, INDIA (AS AGENT)

Hapag-Lloyd

We would once again inform you weight deviation charge is applicable
to export shipments, pls refer below link for more details

https://www.hapag-lloyd.com/en/services-information/news/2021/08/here-s-an-update-for-weight-deviation-fee--fio--for-india-export.html
---

PLEASE ENSURE TO REFER OUR WEBSITE FOR DETAILED BOOKING CONFIRMATION REMARKS/INSTRUCTIONS WWW.HLAG.COM (HTTP://WWW.HLAG.COM) LOCAL INFO INDIA SUBCONTINENT INDIA LOCAL DOCUMENTS BOOKING CONFIRMATION RE MARKS.
ENSURE TO CHECK THE CNTR/S AVAILABILITY BEFORE SENDING TRAILER.
FOR ICD ORIGINATING BOOKINGS, IN CASE CONTAINERS HANDED OVER AT RESPECTIVE ICDS PRIOR 10 DAYS OF INTENDED/BOOKED VESSEL ARRIVAL, ALL COST OF STORAGE AT ICD/GATEWAY PORTS WOULD BE TO THE ACCOUNT OF CUSTOMER.

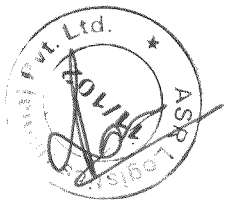
PLEASE SUBMIT YOUR SHIPPING INSTRUCTIONS ONLINE IN OUR WEBSITE
Submit_Shipping_Instructions OR by EDI OR INTTRA.

SVC S22NEA671 MR CODE PEGASU 51 HBL INVOLVED ONLINE E-BL AT MUMBAI MBL SHOULD BE START NO HLCUBOM MOT DOOR OR WE NEED ALL WATER SERVICE ONLY SHIPPER PDA FACTORY STUFFING EMPTY PICK UP ICD RAJISCO HANDOVER POINT MUNDRA LOADING PORT MUNDRA

54784569-[UPDATE] BOOKING 20063225 [ISQQSPOT=NO] - CHANGE EMPTY PICK-UP DATE / EMPTY PICK-UP LOCATION

Legal Terms

All dates/times are best reasonable estimates and may change. The booking confirmation is subject to sealing of container with high security seals by shipper. Container stowage on vessel is in Carrier's discretion. Carrier operates under its Bill of Lading/Sea Waybill terms and conditions to be provided upon request or displayed in any of Carrier's/its agent's offices or under www.hapag-lloyd.com, containing liability limitations deviating from German law. As to VGM, CL 12.2 applies and shipper agrees that submission of VGM by third parties on his behalf shall be deemed authorized if such message shows: Match of container and shipment number, name of responsible party (shipper) and person authorized by shipper. Carrier may ask for further information due to country requirements and relies in the correctness of the transmitted data. Carrier will not verify authorization or VGM. Shipper shall monitor its VGM on www.hapag-lloyd.com/en/my_shipments.html and shall notify Carrier promptly if VGM is not correct.



BOBC0201-059TB

Submit your VGM

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CBIC-DIN-20230571MO000000AE89

SUMMONS

[under Section 108 of the Customs Act, 1962(52 of 1962)]

To,

M/s Supreme Transport Organisation Pvt. Ltd.

5B 34, Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai-400059

WHEREAS, I, **Manoj Kumar** am making inquiry in connection with **Shipping Bill No.7758345 dated 13.02.2023 filed by M/s Flyd Aerospares Private Limited**

under the Customs Act, 1962.

AND WHEREAS, I consider your attendance to

(a) give evidence and / or

(b) produce documents or things of the following description in your possession or under your control:

1. **To tender Statement.**
2. **To provide al the documents related to goods to be exported vide Shipping Bill No.7758345 dated 13.02.2023 filed by M/s Flyd Aerospares Private Limited**
3. -

NOW, THEREFORE, in exercise of powers vested in me under Section 108 of the Customs Act, 1962, I do hereby summon you to appear before me in person on **2023-05-08** at **11:00:AM** at the office of **Room No.208, Por User Building, Customs House Mundra, Mundra**

Inquiry as aforesaid is deemed to be a judicial proceeding within the meaning of section 193 and section 228 of the Indian Penal Code, 1860 (45 of 1860) and non-complinace of this summon is an offence punishable under Section 174 & 175 of the Indian Penal Code, 1860.

Given under my hand and seal of office to-day the **01** day of **May, 2023** at **Mundra**

Name : **Manoj Kumar**

Signature : ..... Manoj Kumar 01/05/2023

Designation :
Superintendent / Appraiser / Senior Intelligence Officer

Seal of Office.

FLYD AEROSPARES PVT LTD

DATE: 16,May 2023

TO

The Manager of MUNDHRA CONTAINER FREIGHT STATION PVT. LTD.
Customs House, Mundra Port & SEZ,
Mundra

Subjected: NOC of converting of FLYD AEROSPARES PRIVATE LIMITED to SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

Reference to the subjected shipment NOC of converting Shipment, NOC is for CLP purpose.

TO	From
Exporter Name- FLYD AEROSPARES PRIVATE LIMITED SB No.7758345 DT-13.02.2023.	Exporter Name-SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED SB No. 9651955 DT-29.04.2023.

Yours Faithfully

For M/s. FLYD AEROSPARES PRIVATE LIMITED

For Flyd Aerospares Private Limited
Ravindra Pandey
Prop. /Auth. Sign
Authorised Signatory

ASR Associates (India) Pvt. Ltd.

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ASR LOGISTICS (I) PVT LTD

Regd. Office : Room No. 26, Second Floor,, 282, Khandke Building,, Shahid Bhagat Singh Road, Fort,, Mumbai 400001, Tel.No. 022-22630843,22630844,22630845,43159999, Fax No. 022- 22691853
Tel : 43159999-100,
Email : accounts@asrlogistics.co

IRN No. :
Ack No. : Ack Date :

Tax Invoice

Invoice No.: **MUN/EXP/017/23**
Issue Date : **17-May-23**
Finalize Date : **17-May-23**
Place : **MUNDRA**
Job No. : **MUN/EXP/016/23-24**
Vessel/Voyage :
Sailing Date(SOB) :
Load Port : **MUNDRA**
Discharge Port : **UNITED STATES**

To : **Emirates Ocean Express Ship Private Limited**
First Floor, A-158/4, Harijan Basti, Kondli, East Delhi, Delhi, 110096
GST No.: **07AAGCE1363H1ZS**
PAN No.: **AAGCE1363H**

BL NO. :
Container Type : **40'**
No. of Containers : **1**
Exchange Rate :

Export Charges Details:

Charges Description	HSN/SAC	Rate(USD)	INR(RS)	Amt(INR)
Agency Charges	996712			30,000.00
Travellings Charges Non				90,656.00
CE Certificate Charges				15,000.00
Miscellaneous Charges				40,000.00
IGST (Interstate Tax)				8,100.00
			Total	**1,83,756.00**
			Total Amount(Rounded Off)	**1,83,756.00**

Total (in words) : **One Lakh Eighty Three Thousand Seven Hundred Fifty Six Only.**

E. & O.E

HSN/SAC	Taxable Value	Integrated Tax Rate	Integrated Tax Amount	Total Tax Amount
996712	30,000.00	18%	5,400.00	5,400.00
	15,000.00	18%	2,700.00	2,700.00
Total	**45,000.00**		**8,100.00**	**8,100.00**

Tax Amount (in words) : **Indian Rupees Eight Thousand One Hundred Only**

Container No. : 1

Narration : **HLBU1440101, SB NO. 9651955 DT-29.04.2023.**

Terms & Condition :

1.

Additional Bank Details :

A/c Holder's Name	:	**ASR LOGISTICS (I) PVT LTD (from 1-Apr-22)**
Bank Name	:	**Bank of Baroda CCA/c03830500000321**
A/c No	:	**03830500000321**
Branch	:	**Ballard Estate**
IFS Code	:	**BARB0BALBOM**
Swift Code	:	

ASR LOGISTICS (I) PVT LTD

GST NO. **27AAECA9987B1ZE**
CIN No.:

Authorised Signatories

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ASR LOGISTICS (I) PVT LTD

Regd. Office : Room No. 26, Second Floor,, 282, Khandke Building,, Shahid Bhagat Singh Road, Fort,, Mumbai 400001, Tel.No. 022-22630843,22630844,22630845,43159999, Fax No. 022- 22691853
Tel : 43159999-100,
Email : accounts@asrlogistics.co

IRN No. :
Ack No. : Ack Date :

Tax Invoice

Invoice No.: **MUN/EXP/017/23**
Issue Date : **17-May-23**
Finalize Date : **17-May-23**
Place : **MUNDRA**
Job No. : **MUN/EXP/016/23-24**
Vessel/Voyage :
Sailing Date(SOB) :
Load Port : **MUNDRA**
Discharge Port : **UNITED STATES**

To : **Emirates Ocean Express Ship Private Limited**
First Floor, A-158/4, Harijan Basti, Kondli, East Delhi, Delhi, 110096
GST No.: **07AAGCE1363H1ZS**
PAN No.: **AAGCE1363H**

BL NO. :
Container Type : **40'**
No. of Containers : **1**
Exchange Rate :

Export Charges Details:

Charges Description	HSN/SAC	Rate(USD)	INR(RS)	Amt(INR)
Agency Charges	996712			3,500.00
Travellings Charges Non				90,656.00
IGST (Interstate Tax)				630.00
			Total	**94,786.00**
			Total Amount(Rounded Off)	**94,786.00**

Total (in words) : **Ninety Four Thousand Seven Hundred Eighty Six Only.**

E. & O.E

HSN/SAC	Taxable Value	Integrated Tax		Total Tax Amount
		Rate	Amount	
996712	3,500.00	18%	630.00	630.00
Total	**3,500.00**		**630.00**	**630.00**

Tax Amount (in words) : **Indian Rupees Six Hundred Thirty Only**

Container No. : 1

Narration : **CONTAINER NO. HLBU1440101, SB NO. 9651955 DT-29.04.2023.**

Terms & Condition :

1.

Additional Bank Details :

A/c Holder's Name : **ASR LOGISTICS (I) PVT LTD (from 1-Apr-22)**
Bank Name : **Bank of Baroda CCA/c03830500000321**
A/c No : **03830500000321**
Branch : **Ballard Estate**
IFS Code : **BARB0BALBOM**
Swift Code :

ASR LOGISTICS (I) PVT LTD

GST NO. **27AAECA9987B1ZE**
CIN No.:

Authorised Signatories

SUPREME
SINCE 1963

SUPREME TRANSPORT ORGANISATION PVT LTD

AN ISO 9001: 2008 COMPANY CIN NO U60230MH2008PTC216143 MSME REGD NO 27222200461
Regd Off 5 B 34 Akshay Mittal Industrial Estate M V Road Andheri East Mumbai 400 059
Tel +91 22 4238 3904 05 06 07 Fax +91 22 42383945
Email mumbai@stopl.in Website www.stopl.in

ANNEXURE-A
BANK AUTHORISATION LETTER

REFERENCE TO Public Notice No 93/2020 dated 29.07.2020 read with PUBLIC NOTICE 79/2020- DATED-08.07.2020, JNCH, NHAVA-SHEVA, RAIGAD (MAHARASTRA)

It is certified that M/s...**Supreme Transport Organisation Pvt Ltd**.....

Address of account holder.....**5B 34 Akshay Mittal Industrial Estate**.....

..**MV Road Andheri East Mumbai**.....Is holding CURRENT/CREDIT ACCOUNT SINCE.....**04/03/2015**.....with our Branch. It is also certified that above Mentioned name, address and Director/Partner/Proprietor details are matching with IEC .....**0314063978**.....The information of IEC Holder, Bank Account Details are as under:-

1. BANK ACCOUNT NUMBER: **10451131002901**
2. AD CODE: **03001E8**
3. IFSC : **PUNB0104510**
4. NAME OF AUTHORISED SIGNATORY (DIRECTOR/PARTNER/PROPIORTOR) IN BANK ACCOUNT: **KAMAL N AGARWAL**
5. EMAIL ID OF ACCOUNT HOLDER: **kamlesh@supremeaviation.com**
6. CONTACT NUMBER OF ACCOUNT HOLDER: **8078655144**
7. NAME OF BANK: **Punjab National Bank**
8. NAME OF BRANCH: **Mumbai – Bandra**
9. ADDRESS OF BRANCH: **Mumbai – Bandra (Mumbai Suburban) MH 400050**
10. EMAIL ID OF BRANCH: **b0104510@pnb.co.in**
11. CONTACT NUMBER OF BRANCH: **022 - 26407879**
12. NAME & CODE OF ISSUING AUTHORITY :

PUNJAB NATIONAL BANK

Signature of issuing authority
Bank stamp

Email the Bank Authorisation Letter from bank branch mail id to edi@jawaharcustoms.gov.in for registration said AD Code/IFSC with Bank account with Customs for remittance /drawback /IGST refund.

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PUNJAB NATIONAL BANK
(Govt. of India Undertaking)
Branch Office :- Bandra West
Gr. Floor, Mahatma Gandhi Seva Mandir Trust Building
Opp. Bandra Talao, S V Road,
Bandra (W), MUMBAI – 400 050.
Phone : 26407879/26407878
Email : bo104510@pnb.co.in

pnb

PUNJAB NATIONAL BANK
(Govt. of India Undertaking)
Branch Office :- Bandra West
Gr. Floor, Mahatma Gandhi Seva Mandir Trust Building
Opp. Bandra Talao, S V Road,
Bandra (W), MUMBAI – 400 050.
Phone : 26407879/26407878
Email : bo104510@pnb.co.in

Erstwhile:- Oriental Bank of Commerce

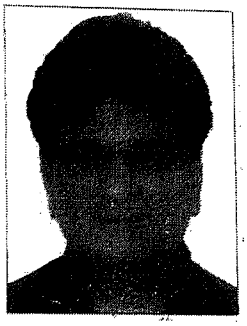
CN/104510/ /2022-23 13.05.2022

To,
The Deputy Commissioner of Customs

Subject : Verification of Signature C/A a/c no 10451131002901

Respected Sir/ Madam,

We hereby certify that M/s. Supreme Transport Organisation Pvt Ltd having office at 5B 34, Akshay Mittal Indl Estate, M V Road, Andheri East, Mumbai 400059 is maintaining Curent Account no 10451131002901 with us since 04.03.2015 and and their Importer Exporter Code No is 0314063978 and our Authorized Dealer Code is 03001E8. We also attest the photograph and signature of Authorised signatory Shri Kamal Agarwal as below :



PHOTO

SIGN WITH CO SEAL

Supreme Transport Organisation Pvt Ltd MUMBAI

ASR Logistics (I) Pvt. Ltd.

PUNJAB NATIONAL BANK

110235

SUPREME TRANSPORT ORGANISATION PVT LTD

SUPREME SINCE 1983

5B 34 Mittal Ind Estate MV Road Andheri East Mumbai 400059 INDIA +91 9870811224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in kamal@stopl.in
******

PACKING LIST

Exporter

SUPREME TRANSPORT ORGANISATION PVT LTD
GROUND, 5/B 34, AKSHAY MITTAL INDUSTRIAL ESTATE,
M V ROAD, ANDHERI EAST, Mumbai Suburban,
Maharashtra, 400059
GST No.: 27AAMCS0611A2ZU

Invoice No. Date 05/04/2023
STOPL/AIRLINE/01/2023 **Exp's Ref:**

Buyer's order No. & Date
A1

Other Reference :
I.E.CODE : I.E.CODE : 0314063978

Consignee / Bill To.:-

Intercontinental Commercial Aircraft, Inc.
3907 N. Federal Hwy #150
Pompano Beach - FL 33064 , ZIP: 33064
Phone No.: 561-690-2437
TAX ID : 47-4365380 , Email : icaircraftinc@gmail.com

Notify / Ship To :-
Intercontinental Commercial Aircraft, Inc.
Calhoun Country Airport, F95
16701 NW Agripark Rd
Altha, FL 32421 (USA)
Phone No.: +1-3055827928
Email : icaircraftinc@gmail.com

Notify other then consignee.:-
Trek Air BV
Beech Avenue 54,
1119 PW Schiphol Rijk, The Netherlands
Concern Person Name: Mr. Michiel Kneefel,
Email: trekair@gmail.com , Ph: +31654281518

Country of Origin of Goods
INDIA

Pre carriage by	Place of Reciept by Pre carrier	Terms of Delievery & Payment :
BY ROAD	ICD JAIPUR , Rajasthan , INDIA	CIF
Vessel/Voy Name:	Port of loading	
	Mundra , India	

Nature of Goods :
VT-UDN Cessna Grand Caravan C208B 2013
(OLD & USED AIRCRAFTS PARTS) - Without Engine
HS CODE:
88023000

S.No.	ITEM Name	Qty			Voluem/DIMENSIONS
1	FUSELAGE	1	pcs		Total Gross Weight : 2240.00 Kgs
2	WINGS	2	pcs		Total Net Weight : 2100.00 Kgs
3	HORIZONTAL STABLIZER	1	pcs		
4	VERTICAL STABLIZER	1	pcs		
5	ASSEMBLY MAIN LANDING GEAR	1	pcs		
6	WHEELS	2	pcs		
7	NOSE LANDING GEAR	1	pcs		
8	UP COWLING	2	pcs		
9	LOWER COWLING DAMAGED	2	pcs		
10	SEATS	11	pcs		
11	SET OF FAIRINGS	1	pcs		
12	RADAR	1	pcs		
13	CARGO POD	1	pcs		

PRINT

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SUPREME TRANSPORT ORGANISATION PVT LTD

5B 34 Mittal Ind Estate MV Road Andheri East Mumbai 400059 **INDIA** +91 9870811224
8601 Park Lane #313 Dallas TEXAS **USA** +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in kamal@stopl.in

SUPREME
SINCE 1983

******

14	AIR CONDITION COMPRESSOR	1	pcs		
15	FUEL FLOW SENSOR	1	pcs		
16	SET OF ENGINE ACCESSORIES	1	pcs		
		Total :	**30**	**pcs**	

We declare that this invoice shows the actual price of the goods described and all the particulars are true & correct,

For Supreme Transport Organisation Pvt Ltd

Authorized Signatory

******

DRAFT

SUPREME TRANSPORT ORGANISATION PVT LTD

5B 34 Mittal Ind Estate MV Road Andheri East Mumbai 400059 INDIA +91 9870811224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in kamal@stopl.in
******

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TAX INVOICE

No. **STOPL/AIRLINE/01/2023** Date: **5th April 2023**

Buyer Name:-
Intercontinental Commercial Aircraft, Inc 3907 N Federal Hwy, #150. Pompano Beach, FL. 33064. Tax ID: 47- 4365380 Mr. Henrique Escrow Agent: POWELL AIRCRAFT TITLE SERVICE S. Penn Ste A, Oklahoma City OK 73159 Tel: +1 405 685 4858 Contact Person: Ms. Chandra Crawford

Delivery Location:-
Intercontinental Commercial Aircraft, Inc 3907 N Federal Hwy, #150. Pompano Beach, FL. 33064. Tax ID: 47- 4365380 Mr. Henrique
Registered Add: Supreme Transport Organisation Pvt Ltd 5B 34 Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai 400059 Contact Person: Capt Ammeet K Agarwal Contact No.: +91 9870811224 Tel No.: 02242383930 GSTIN NO.: 27AAMCS0611A2ZU ammeet@supremeaviation.com

Sr.	Particular	Qty	Amount
1.	SALE of VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 AS IS WHERE IS as per AGREEMENT dated 20th July 2022	1	US $550,000
	GST EXEMPTED PLEASE SEE AUDITOR/CHARTERED ACCOUNTANT CLARIFICATION ENCLOSED	NIL	NIL

For Supreme Transport Organisation Pvt Ltd

Supreme Transport Organisation Pvt Ltd Mumbai

******

Authorized Signatory

LOYA & MUNDADA
Chartered Accountants

To Whom Soever It May Concern

The company **Supreme Transport Organisation Pvt Ltd** had imported the Aircraft Cessna 208 through vide BOE No 001403 dated 26/05/2017 and the aircraft were purchased for the purpose to provide the transport services which is imported before the GST Era. And company had claimed the depreciation on the same. So the book value of the Said aircraft is Rs 84616038 which is approximately of $ 1028141 considering the exchange rate of Rs 82.30/$. So the sale value of the aircraft is less than the book value of the company.

Now, the company wants to export sale of the said aircraft as the sale value is $550000 which is less than the book value of the aircraft.

And also, the company is exporting the same.

So, the Invoice dated 10/12/2022 will be reflected in the Month of March-2023 GSTR1.

For Loya & Mundada
Chartered Accountants
Firm Registration No.132811W

CA Girish S. Mundada
Partner
Membership No.141172

Date: 29/03/2023

LOYA & MUNDADA FRN 132811W Aurangabad Chartered Accountants

AURANGABAD OFFICE : 315, 3rd Floor, Sai Trade Center, Near Railway Station, RTO Road, Aurangabad- 431001
Contact : +91-9422925422 | Email : mundadagirish@gmail.com

PUNE OFFICE : Flat No 12, 4th Floor, Butte Patil Tower, Ganjve Chowk, LBS Road, Sadashiv Peth, Pune- 411030
Contact : +91-9422201966 | Email : lokeshgodha.1@gmail.com

FLYD AEROSPARES PVT LTD

Annex —I

INFORMATION ABOUT VERIFIED GROSS MASS OF CONTAINER

	Details of Information	Particulars
1*	Name of the shipper	FLYD AEROSPARES PRIVATE LIMITED
2*	Shipper Registration/License No. (IEC No/CIN No) **	AADCF5187F
3*	Name and designation of official of the shipper authorised to sign document	**Ravindra Pandey**
4*	24 x 7 contact details of authorised official of shipper	9898405635
5*	Container No.	**HLBU1440101/40'**
6*	Container Size (TEU/FFU/other) Maximum permissible weight of container as per the CSC plate	1X20'(TEU) 32500 KGS
7*	Weighbridge registration no. & Address of Weighbridge	MUNDHRA CONTAINER FRIGHT STATION PVT.LTD. MUNDRA (GUJARAT)
8*	Verified gross mass of container (method-1/method-2)	Method-2 Cargo weight :2240.00 KGS **Tare weight: 3900.00 KGS Total 6140.00 KGS**
9*	Date and time of weighing	14.02.2023,TIME:01.36.21
10*	Weighing slip no	744789
11	Type .(Normal/Reefer/Hazardous others)	Normal
12	If Hazardous, UN No, IMDG class	NA

Signature of authorised person of shipper

For Flyd Aerospares Private Limited

For

DATE: 15.02.2023 Authorised Signatory

Rawindra Pandey

Remarks:

*Indicates mandatory fields

**Shippers not having IEC No. Or CIN No. May provide information as follows:

Company PAN No.

Individuals

Indian National - AADHAR No

Foreign National — PASSPORT No & Country of issue of passport.

ASR Logistics (India) Pvt. Ltd.

[redacted]

[redacted] WEIGHING SLIP - CARGO [redacted]

[redacted]

[redacted]

[

भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

आधार

E-Aadhaar Letter

नामांकन क्रमांक/ Enrolment No.: 1207/02361/00480

ai Nagarmal Agarwal (कमल नागरमल अग्रवाल)
Nagarmal Agarwal, Mistry Complex 703, Sankalp,
y Complex, J.B. Nagar,, Andheri East, Mumbai
arashtra, 400059

सूचना
- आधार पहचान का प्रमाण है, नागरिकता का नहीं |
- पहचान का प्रमाण ऑनलाइन ऑथेन्टिकेशन द्वारा प्राप्त करें
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है |

का आधार क्रमांक/ Your Aadhaar No.:

7302 9923 7895

INFORMATION
- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

आधार - आम आदमी का अधिकार

Digitally signed by
Kharakwal Amitabh
Date: 10/05/2013

help@uidai.gov.in www.uidai.gov.in P.O. Box No.1947, Bengaluru-560 001

ार देश भर में मान्य है.

ार के लिए आपको एक ही बार नामांकन दर्ज करवाने की श्यकता है.

या अपना नवीनतम मोबाइल नंबर तथा ई-मेल पता दर्ज एं. इससे आपको विभिन्न सुविधाएं प्राप्त करने में सहूलियत ।.

- Aadhaar is valid throughout the country.
- You need to enrol only once for Aadhaar.
- Please update your mobile number and e-mail address. This will help you to avail various ser in future.

भारत सरकार

कमल नागरमल अग्रवाल
Kamal Nagarmal Agarwal
जन्म वर्ष/YoB:1965
पुरुष Male

7302 9923 7895

आधार - आम आदमी का अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
S/O नागरमल अग्रवाल, मिस्त्री कॉम्प्लेक्स ७०३, संकल्प, मिस्त्री कॉम्प्लेक्स,जे.बी.नगर,, अँधेरी ई, मुंबई
महाराष्ट्र, 400059

Address:
S/O Nagarmal Agarwal, Mistry Complex 703, Sankalp, Mistry Complex, J.B. Nagar,, Andheri East Mumbai
Maharashtra, 400059

Aadhaar - Aam Aadmi ka Adhikar

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FORM GST RFD - 11

[See rule 96A]

Furnishing of Letter of Undertaking for export of goods or services

Letter of Undertaking

Applicant Details :

Goods and Services Tax Identification Number 27AAMCS0611A2ZU	Legal Name SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED
Trade Name SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED	Address GROUND, 5/B 34, AKSHAY MITTAL INDUSTRIAL ESTATE, M V ROAD, ANDHERI EAST, Mumbai Suburban, Maharashtra, 400059

LUT details :

LUT Applied for financial year 2023-24	Document Upload *Previous Letter of Undertaking (LUT)*

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Letter of Undertaking for export of goods or services without payment of integrated tax

[See rule 96A]

Goods and Services Tax Identification Number - **27AAMCS0611A2ZU**

To
The President of India (hereinafter called the "President"), acting through the proper officer

I/We **SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED** of **GROUND, 5/B 34, AKSHAY MITTAL INDUSTRIAL ESTATE, M V ROAD, ANDHERI EAST, Mumbai Suburban, Maharashtra, 400059** having Goods & Services Tax Identification Number No. **27AAMCS0611A2ZU** hereinafter called "the undertaker(s) including my/our respective heirs, executors/ administrators, legal representatives/ successors and assigns by these presents, hereby jointly and severally undertake on this **5th day of April, 2023** to the President

- ☑ (a) to export the goods or services supplied without payment of integrated tax within time specified in sub-rule (1) of rule 96A;
- ☑ (b) to observe all the provisions of the Goods and Services Tax Act and rules made thereunder, in respect of export of goods or services;
- ☑ (c) pay the integrated tax, thereon in the event of failure to export the goods or services, along with an amount equal to eighteen percent interest per annum on the amount of tax not paid, from the date of invoice till the date of payment.

I/We declare that this undertaking is given under the orders of the proper officer for the performance of enacts in which the public are interested.

IN THE WITNESS THEREOF these presents have been signed the day hereinbefore written by the undertaker(s)

1. Name of Witness — Occupation
   BEEKESH CHOUDHARY
   Address of Witness
   DEODHA WARD 03, DEODHA, SAMASTIPUR, Samastipur, Bihar, 848208

2. Name of Witness — Occupation
   SATANDER SINGH
   Address of Witness
   A-13, ADARSH NAGAR, NAJIBABAD, BIJNOR, Bijnor, Uttar Pradesh, 246763

Place of Filing LUT
MUMBAI

Date of Filing LUT
05/04/2023

Verification details :

Name of Primary/ other Authorized Signatory — Place

AMMEET AGARWAL[AKUPA2069F]

Designation / Status
DIRECTOR

MUMBAI

Date
05/04/2023

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Letter of Undertaking

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पंजाब नैशनल बैंक
punjab national bank

मुंबई की बांद्रा (मुंबई उपनगर) महाराष्ट्र
MUMBAI-BANDRA(Mumbai Suburban) Maharashtra-400050
RTGS/NEFT IFS CODE : PUNB0104510

सभी शाखाओं पर देय PAYABLE AT ALL BRANCHES

D D M M Y Y Y Y

PAY

या धारक को OR BEARER

रूपये RUPEES

Cancelled

अदा करें ₹

खाता सं० A/c. No. **10451131002901**

चालू खाता
CURRENT A/c

10451131002901

For SUPREME TRANSPORT ORGANISATION PVT LTD

HLM

Authorised Signatory(ies)
Please sign above

केवल तीन माह के लिये देय VALID FOR THREE MONTHS ONLY

UTILITY FORMS PVT. LTD. CTS 8010

"951390" 400024401: 29

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(Amended)

सत्यमेव जयते

Government of India

Form GST REG-06

[See Rule 10(1)]

Registration Certificate

Registration Number :27AAMCS0611A2ZU

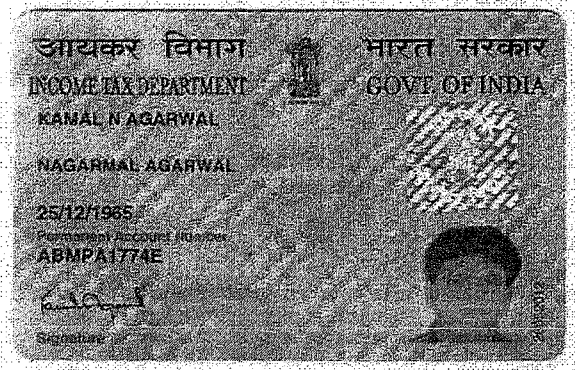
1.	Legal Name	SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED				
2.	Trade Name, if any	SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED				
3.	Constitution of Business	Private Limited Company				
4.	Address of Principal Place of Business	GROUND, 5/B 34, AKSHAY MITTAL INDUSTRIAL ESTATE, M V ROAD, ANDHERI EAST, Mumbai Suburban, Maharashtra, 400059				
5.	Date of Liability	01/07/2017				
6.	Date of Validity	From	10/10/2017	To	NA	
7.	Type of Registration	Regular				
8.	Particulars of Approving Authority					
		Signature				
Name						
Designation						
Office						
Date of issue of Certificate		27/03/2018				
Note: The registration certificate is required to be prominently displayed at all places of Business/Office(s) in the State.						

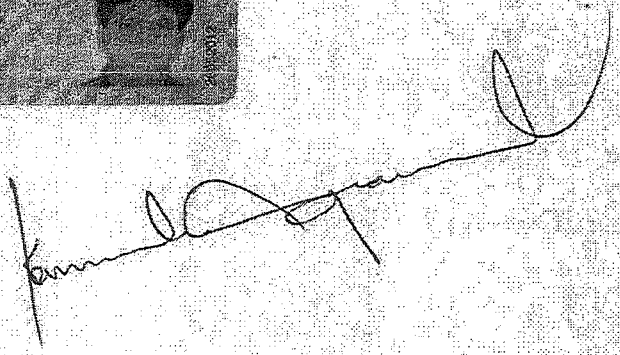
This is a system generated digitally signed Registration Certificate issued based on the deemed approval of application on

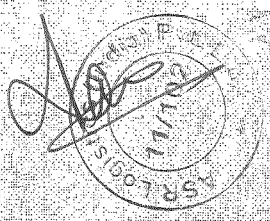
Supreme Transport Organisation Pvt Ltd MUMBAI

For Supreme Transport Organisation Pvt Ltd

Chairman & Managing Director


आयकर विभाग
भारत सरकार
INCOME TAX DEPARTMENT
GOVT. OF INDIA
KAMAL N AGARWAL
NAGARMAL AGARWAL
25/12/1965
Permanent Account Number
ABMPA1774E
Signature





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भारत सरकार

GOVERNMENT OF INDIA

वाणिज्य एवं उद्योग मंत्रालय

MINISTRY OF COMMERCE AND INDUSTRY

O/O ADDITIONAL DIRECTOR GENERAL OF FOREIGN TRADE

अपर   महानिदेशक विदेश व्यापार का कार्यालय

CGO OFFICE, NEW BUILDING, SE WING MUMBAI-400020

आयातक-निर्यातक कोड (आईईसी) का प्रमाण-पत्र

CERTIFICATE OF IMPORTER-EXPORTER CODE (IEC)

1.	नाम/Name	SUPREME TRANSPORT ORGANISATION PVT. LTD.,
2.	पता/Address	5-B.34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V. ROAD, ANDHERI EAST, MUMBAI. MAHARASHTRA 400059
3.	उस व्यक्ति का नाम व पदनाम जिनका फोटो ग्राफ बैंक सर्टिफिकेट पर चिपकाया गया है।/Name and Designation of the person whose photograph has been affixed on the Bank Certificate	KAMAL N. AGARWAL MANAGING DIRECTOR
4.	ब्रांच/डिवीजन/इकाईका पता, यदि कोई हो Address of the Branch/Div./Unit if any	Branches NIL
5.	आईईसी संख्या/IEC Number	**0314063978**
6.	जारी करने की तिथि/Date Of Issue	05.12.2014
7.	स्थाई खाता सं.(पैन)/PAN	AAMCS0611A

स्थान./Place :Mumbai

दिनांक./Date :05.12.2014

सुसम्मा स्टिफन
(SUSAMMA STEPHEN) विदेश व्यापार विकास अधिकारी
SUSAMMA STEPHEN
विदेश व्यापार विकास अधिकारी/Foreign Trade Development Officer
FOREIGN TRADE DEVELOPMENT OFFICER

(Issued From File No./फा0फ0[03/04/130/06577/AM15/] से जारी दिनांक dated 02.12.2014)

टिप्पणी/Note: 1. आईईसी धारक के नाम, पता एवं संविधान में किसी भी परिवर्तन के मामले में आईईसी धारक इसी बीच आनुषंगिक परिवर्तन की तारीख से 90 दिन की अवधि की समाप्ति के बाद आईईसी के तहत आयात-निर्यात करने का पात्र नहीं होगा, जब तक ऐसे परिवर्तनों को संबंधित लाईसेंसिंगप्राधिकारी के पास आईईसी में संशोधन करने हेतु प्रस्तुत किया गया In case of any change in the Name/Address or Constitution of IEC holder, the IEC holder shall cease to be eligible to import or Export against the IEC after expiry of 90 days from the date of such a change unless in the meantime, the consequential changes are effected in the IEC by the concerned Licensing Authority.

Supreme Transport Organisation Pvt Ltd MUMBAI

For Supreme Transport Organisation Pvt Ltd

Chairman & Managing Director

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Acknowledgment for LUT

You have filed the application successfully and the particulars of the application are given as under :

Application Reference Number (ARN)	AD2704230116097
Date of filing	05/04/2023
Time of filing	16:21
Goods and Services Tax Identification Number (GSTIN)	27AAMCS0611A2ZU
Legal Name	SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED
Trade Name (if available)	SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED
Center Jurisdiction	RANGE-V
State Jurisdiction	MAROL_502
Filed By	AMMEET AGARWAL

Acknowledgement for filing of LUT will be transmitted to the concerned Tax authority online.

It is a system generated acknowledgement and does not require any signature.

For Supreme Transport Organisation Pvt Ltd

Supreme Transport Organisation Pvt. Ltd. Mumbai

Authorized Signatory

ASR Logistics (India) Pvt. Ltd. 11/102

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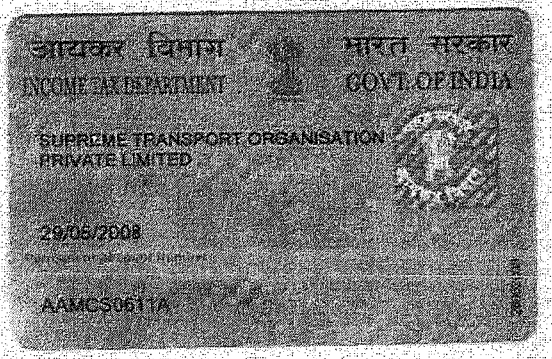
आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED
29/05/2008
AAMCS0611A

For Supreme Transport Organisation Pvt Ltd

Chairman & Managing Director

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सीमा शुल्क के प्रधान आयुक्त का कार्यालय
सीमा शुल्क सदन, मुंद्रा, कच्छ, गुजरात
OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS
CUSTOMS HOUSE MUNDRA, KUTCH, GUJARAT
दूरभाष: 02838-271162/421
E-mail: siibmundra@gmail.com

F.No. CUS/EP/Misc/212/2023-EA

Date : 15.05.2023

To,
The Manager,
M/s Mundhra CFS,
AP & SEZ,
Customs House, Mundra.

SUBJECT: WAIVER OF DETENTION AND DEMMURAGE CHARGES-REG.

Gentleman,

It is to inform you that the goods being exported vide SB No- 7758345 dated 13.02.2022 were detained by the Customs for verification. The verification has been concluded and nothing objectionable is noticed.

This is to Certify that these are the detained goods, hence as per regulations 6(1)(i) of the Handling of Cargo in Customs Area Regulations, 2009,

"(1) subject to any other law for the time being in force, shall not charge any rent or demurrage a the goods seized or detained or confiscated by the Superintendent of Customs or Appraiser or Inspector of Customs or Preventive officer or examining officer, as the case may be.

In view of above, you are directed not to charge any rent or demurrage charges till clearance of the goods.

15/05/23

(Shrikant Mantri)
Deputy Commissioner (SIIB)
Custom House, Mundra.

SUPREME TRANSPORT ORGANISATION PVT LTD

SUPREME SINCE 1983

5B 34 Mittal Ind Estate MV Road Andheri East Mumbai 400059 INDIA +91 9870811224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in kamal@stopl.in
******

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April 29th 2023

To,

The Deputy Commissioner of Customs
SIIB, Mundra Customs House

Ref: Shipping Bill No.7758345 dated 13.02.2023 was filed by M/s Flyd Aerospares Private Limited, having address at H.No.8/9, Mehram Nagar, New Delhi-110037

It is to bring to your kind notice that M/s Flyd Aerospares Private Limited, New Delhi filed shipping Bill No.7758345 dated 13.02.2023 for export of Parts of Damaged Aircraft Cessna Grand Caravan (Old & Used Aircrafts Parts) to M/s Intercontinental Commercial, Aircraft, INC., 3907 N. federal HWY#150, Pompano Beach FL 33064, USA which is now purged due to non-submission of some quires raised during assessment regarding GST and depreciation certificate.

2. It is to bring your kind notice that the Aircraft which is to be exported to M/s Intercontinental Commercial Aircraft, INC., USA is the actual buyer of the Aircraft. For the sale of the above Aircraft, an agreement on 20.07.2022 was entered between M/s TREK AIR BV, The Netherlands (Buyer) and M/s Supreme Transport Organisation Pvt. Ltd. (Seller). M/s TREK AIR BV, The Netherlands is just a FAA Certified agent of M/s Intercontinental Commercial, Aircraft, INC., USA. Therefore, on the same date i.e. on 20.07.2022 a sale agreement was also entered between M/s TREK AIR BV and M/s Intercontinental Commercial Aircraft, INC., USA.

3. The above Aircraft was sold to (on *As-Is Where-Is* Basis) M/s Intercontinental Commercial Aircraft, INC., USA through agent M/s Trek Air BV for export to USA. Therefore, Aircraft was de-registered from by Directcrate of General of Civil Aviation by Certificate of De-Registration dated 13.05.2022 and the condition of register of sale of the Aircraft with the International Registry after the filing of the FAA Bill of Sale. The FAA stands for Federal Aviation Administration (FAA) under United States Department of Transportation. It signifies that the above sale transaction was for export of our Parts of Damaged Aircraft Cessna Grand Caravan (Old & Used Aircrafts Parts).

4. In the above agreement, the cost and arrangement of shipment from Jaipur to USA was to be borne by M/s Intercontinental Commercial Aircraft, INC., USA. That is why, we mentioned the delivery point at Jaipur in the Sale Agreement where the Aircraft was lying. Further, as the cost and arrangement of shipment of the cargo was to be done by M/s Intercontinental Commercial Aircraft, INC., USA, they deputed M/s Flyd Aerospares Private Limited, New Delhi for export of above cargo to them. Therefore, M/s Flyd Aerospares Private Limited, New Delhi filed the Shipping Bill No.7758345 dated 13.02.2023 and as the copy of invoice was required, an invoice was issued by M/s TREK AIR BV to M/s Flyd Aerospares Private Limited, New Delhi and the Export invoice was issued by M/s Flyd Aerospares Private Limited, New Delhi to M/s Intercontinental Commercial Aircraft, INC., USA for export purpose only and no money transaction was involved in this case because this transaction was for only shipment of the present cargo only.

5. It appears that the Customs Department treating the above transaction between M/s Supreme Transport Organisation Pvt. Ltd. (Seller). M/s TREK AIR BV, The Netherlands as liable for GST as they are considering the same as domestic sale of Parts of Damaged Aircraft Cessna Grand Caravan (Old & Used Aircrafts Parts). However, the same was actually an export transaction.

6. For the purpose of better understanding of the above transaction, we are updating the condition mentioned in the above agreement. However, as it will take time and detention and demurrage charges increasing day by day, we, M/s Supreme Transport Organisation Pvt. Ltd. wants to file the free Shipping Bill without any export benefit and request your good office to consider our request to export the above cargo of Aircraft on Provisional Basis. Further, we undertake to co-operate in any inquiry and agree to pay duty, fine and penalty, if any arise on conclusion of the present inquiry to be taken by your good office or the GST department. However, we have the view that this is just a technical issue and no liability of any taxation will arise. Thank you. Sincerely,

For Supreme Transport Organisation Pvt Ltd

Supreme Transport Organisation Pvt Ltd Mumbai

Authorized Signatory

******

ASR & Co. 11/102

SUPREME TRANSPORT ORGANISATION PVT LTD
SUPREME SINCE 1983
5B 34 Mittal Ind Estate MV Road Andheri East Mumbai 400059 INDIA +91 9870811224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in kamal@stopl.in
******

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To,
The Dy. Commissioner of custom (SIIB
Custom House,
Mundra Port

Respected Sir,

Please find enclosed board circular No. 30/2013, Dtd.05.08.2013.
For provisional release of export cargo

1. The subject goods are not prohibited.
2. We are not claiming any government incentive and we have filed Free shipping bill
3. We Are Not Claiming Any Drawback under Section 74.
4. As per the board circular export goods cannot be held. For long time and we have filed shipping bill on 13/2/23
5. The shipping bill was assessed under RMS and it has been recalled Without following the prescribed procedures to recall RM# shipping Bill without permission of competent authority

We request you to please allow us provisional export of goods as Soon as Possible

Thanking you
Sincerely yours

For Supreme Transport Organisation Pvt Ltd

Supreme Transport Organisation Pvt Ltd Mumbai ******

Authorized Signatory

ASR Logistics (India) Pvt. Ltd. 11/10/23

CIN No.: U63040DL2020PTC371472
GST No.: 07AAGCE1363H1ZS
PAN : AAGCE1363H

EMIRATES
Ocean Express Ship Pvt. Ltd.

Address: A-158-4 , 1st FLOOR, KONDLI, MAYUR VIHAR, NEW DELHI-110096

KYC FORMAT - PIL MUMBAI PVT LTD

1. Name of Company : EMIRATES OCEAN EXPRESS SHIP PVT. LTD.
2. Year of Establishment : 2020
3. Nature of Company Ownership : Private Ltd.
4. Name of the Promoters / Directors : NEELAM JHA & RUPA KUMARI
5. Address for Communication : A-Block, 1st Floor, Kondli , Mayur Vihar , Phase-3, New Delhi - 110096, India
6. Contacts:
   - Telephone Numbers : +91-11- 22241004
   - Mobile Numbers : +91 9650663996
   - Fax Numbers : N/A
   - Email : export@emiratesshippings.com & ceo@emiratesshippings.com
   - Website : www.emiratesshippings.com
7. IEC Code : N/A
8. Number of Offices / Manufacturing Units : NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * KOLKATA * CHENNAI * COCHIN
9. Monthly Volumes handled (in TEUs) IMPORT : 5 TO 10 Teus
   EXPORT : 40 to 50 Teus / Month
10. Commodities handled : Auto Parts , Machines , Threads, Iron , Steel & Aluminum Products
11. Permanent Account Number (PAN) : AAGCE1363H
12. Tax Deduction Account Number (TAN) :
13. GST Code Number : 07AAGCE1363H1ZS

Emirates Ocean Express Ship Pvt. Ltd. New Delhi

CIN No.: U63040DL2020PTC371472
GST No.: 07AAGCE1363H1ZS
PAN : AAGCE1363H

EMIRATES
Ocean Express Ship Pvt. Ltd.

Address: A–158-4 , 1st FLOOR, KONDLI, MAYUR VIHAR, NEW DELHI-110096

14. GST Registration Number : 07AAGCE1363H1ZS

15. Name of Bankers (currently used) : Kotak Mahindra Bank

Account No: 5245100751

IFSC Code: KKBK0000218

I undertake that all the information given above is true.

Declaration/Undertaking:
I/We hereby declare that copies of documents and the details furnished above are true and Correct to the best of my/our knowledge and belief and I/We undertake to inform you of any Changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for any claims, Losses or damages, proceedings, suits or any other consequences whatsoever which shall or may be brought or made against PIL Mumbai Pvt. Ltd., PIL India Pvt. Ltd, Pacific International Lines PTE ltd, Singapore, their servants and their agents.
I confirm that I have collected all documents from the shipper/exporter/importer mandated under paragraph 1 (a), (b), (c), (d) and complied with the stipulations of the notice 99/2016 and 17/2012. I/We undertakes to indemnify PIL Mumbai Pvt. Ltd., PIL India Pvt. Ltd, and Pacific International Lines PTE ltd, Singapore, their servants and their agents for all losses, Claims and liabilities, arising out of or in connection with such declaration or statement or Details furnished by me which is found to be false or untrue or misleading or misrepresenting

SIGNATURE (DIRECTOR/PROPRIETOR/PARTNER/CEO)

NAME : Rupa Kumari

DESIGNATION : Director

COMPANY SEAL :

Emirates Ocean Express Ship Pvt. Ltd. New Delhi

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAGCE1363H

नाम / Name
EMIRATES OCEAN EXPRESS SHIP PRIVATE LIMITED

जन्म तारीख / Date of Incorporation / Formation
13/10/2020

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं :
आयकर पैन सेवा इकाई, एन एस डी एल
5 वी मंजिल, मंत्री स्टर्लिंग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कालोनी, दीप बंगला चौक के पास,
पुणे - 411 016.

If this card is lost / someone's lost card is found, please inform / return to :
Income Tax PAN Services Unit, NSDL
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.
Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

Emirates International Shipping New Delhi

ASR Logistics (India) Pvt. Ltd.

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(Amended)

सत्यमेव जयते

Government of India

Form GST REG-06

[See Rule 10(1)]

Registration Certificate

Registration Number :07AAGCE1363H1ZS

1.	Legal Name	EMIRATES OCEAN EXPRESS SHIP PRIVATE LIMITED			
2.	Trade Name, if any	EMIRATES OCEAN EXPRESS SHIP PRIVATE LIMITED			
3.	Constitution of Business	Private Limited Company			
4.	Address of Principal Place of Business	FIRST FLOOR, A-158/4, HARIJAN BASTI, KONDLI, East Delhi, Delhi, 110096			
5.	Date of Liability				
6.	Date of Validity	From	05/11/2020	To	Not Applicable
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority	Centre Goods and Services Tax Act, 2017			

Signature

Name	Maneesh Kalra
Designation	Superintendent
Jurisdictional Office	Ward 101
9. Date of issue of Certificate	09/09/2021

Note: The registration certificate is required to be prominently displayed at all places of Business/Office(s) in the State.

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on 09/09/2021 by the jurisdictional authority.

Emirates International Shipping New Delhi

Annexure A

सत्यमेव जयते

Details of Additional Place of Business(s)

GSTIN	07AAGCE1363H1ZS
Legal Name	EMIRATES OCEAN EXPRESS SHIP PRIVATE LIMITED
Trade Name, if any	EMIRATES OCEAN EXPRESS SHIP PRIVATE LIMITED

Total Number of Additional Places of Business(s) in the State 0

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सत्यमेव जयते

Annexure B

GSTIN	07AAGCE1363H1ZS
Legal Name	EMIRATES OCEAN EXPRESS SHIP PRIVATE LIMITED
Trade Name, if any	EMIRATES OCEAN EXPRESS SHIP PRIVATE LIMITED

Details of Managing / Whole-time Directors and Key Managerial Persons

1

Name	RUPA KUMARI
Designation/Status	DIRECTOR
Resident of State	Delhi

2

Name	NEELAM JHA
Designation/Status	DIRECTOR
Resident of State	Haryana

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA

सत्यमेव जयते

Oct 13, 2020

Ref.No. 88305913537424/TAN/NEW

TO

EMIRATES OCEAN EXPRESS SHIP PRIVATE LIMITED
A-158/4, 1ST FLOOR
HARIJAN BASTI, KONDLI
DELHI, EAST DELHI-110096
DELHI

Sir/Madam,

Sub : Allotment of Tax Deduction Account Number (TAN) as per Income Tax Act,1961

Kindly refer to your application (Form 49B) dated Oct 13, 2020 for the allotment of Tax Deduction Account Number.

In this connection, the following TAN has been issued to you/your organisation.

DELE15328F

Please quote the same in all TDS challans, TDS Certificates, TDS returns, Tax Collection at Source(TCS) returns as well as other documents pertaining to such transactions.

Quoting of TAN on all TDS returns and challans for payment of TDS is necessary to ensure credit of TDS paid by you and faster processing of TDS returns.

The above TAN should also be used as Tax Collections at Source Account Number under section 206CA.

Kindly note that it is mandatory to quote TAN while furnishing TDS returns. Including e-TDS returns will not be accepted if TAN is not quoted.

This supersedes all the Tax Deduction / Collection Account Number, alloted to you earlier.

Income Tax Department

Caution : Income Tax Department does not send e-mails regarding refunds and does not seek any taxpayer information like username, password, details of ATM, bank accounts, credit cards, etc. Taxpayers are advised not to part with such information on the basis of emails.

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BSES

BSES Yamuna Power Limited

Vaccine + Mask + Washing hands + Social Distancing = Victory over Covid

EBILL Customer

Bill of Supply for Electricity

Due Date(देय तिथि): ---

Name	: Mr. ABHISHEK RANJAN	Sanctioned Load	: 2.00 (kW)
Billing Address	: S/O RAVINDER KUMAR A-158/4 F/FLOOR HARIJAN BASTI KONDLI DELHI 110096	Contract Demand	:
		M D I	: 0.58 (kW)
		Power Factor	: 1.000
		Pole No.	: VSEPC908S1
Mobile / Tel. No.	: 9650663996	Walking Sequence	: HBK040427A0AB
Email ID	:	Cycle No.	: 23
District / Division	: Vasundhra Enclave	Tariff Category	: Domestic [Residential]
Meter Reading Status	: DL		
Bill Month	: SEP-21		
Bill Date	: 16-09-2021		

CA No.	: **152188565**
Energisation Date	: 31-05-2017
Meter Type	: 1PSK
Supply Type	: LT
Bill No.	: 100306417904
Bill Basis	: Actual
O.D. No.	: Y/21/11249478097
CCTV Tagged	: No
Street Light Tagged	: No
Wi-Fi Tagged	: No

Customer Care Centre No.(ग्राहक सेवा केंद्र का नंबर) 011-39999808 19122

Meter No. (मीटर सं)	Unit (यूनिट)	Billed Consumption (Current) Date of Meter Reading (मीटर रीडिंग की तिथि)	Reading (रीडिंग)	Billed Consumption (Previous) Date of Meter Reading (मीटर रीडिंग की तिथि)	Reading (रीडिंग)	Multiplication Factor (गुणांक)	Current Consumption(वर्तमान खपत) Days (दिन)	Unit (यूनिट)
25326109	KWH	13-09-2021	10993.00	09-08-2021	10885.00	1.00	35	108.00
25326109	KW	13-09-2021	0.58	09-08-2021		1.00		0.58

Keep your CA No. ready with you while calling BSES Helpline (बीएसईएस की हेल्पलाइन पे कॉल करते वक्त अपना सीए नंबर साथ में रखें)

Billing Details(बिल का विवरण)

Current Period Charges (वर्तमान अवधि का शुल्क) (10-08-2021 to 13-09-2021)

Fixed Charge="A" ₹ (स्थायी शुल्क)	Consumption Measured During (जिस अवधि के लिए)	Energy Units Consumed / Billed (खपत / बिल में शामिल यूनिट)	Slabwise Energy Charge (ऊर्जा प्रभार का शुल्क) Units Rate ₹ (यूनिट दर)	Amount = "B" ₹ (राशि)	Slabwise Power Purchase Adjustment Charge (PPAC) (ऊर्जा खरीद समायोजन प्रभार) PPAC % on B (B पर PPAC %)	PPAC Amount = "C" ₹ (पीपीएसी राशि)	Time of Day (TOD) Charge (दिन के समय का शुल्क) TOD % on "B" (B पर TOD %)	TOD Surcharge/ Rebate Amount = "D" ₹ (टीओडी अधिभार / छूट राशि)	Surcharge @ 9% on (Energy Charge + Fixed Charge - Rebate) + C ₹ (बिजली शुल्क + फिक्स्ड शुल्क - छूट पर 9% अधिभार)	Electricity Tax @ 5% on Energy charges and the Energy charge Component of PPAC, FPA Surcharge, TOD Surcharge / Rebate + "D" ₹ (बिजली शुल्क पर 5% वैट्स ऊर्जा और पीपीएसी, फ्यूल सरचार्ज, टीओडी अधिभार / छूट का वैट्स ऊपर पड़ता)	Total Amount (J = A+B+C+D+E+F+G+H+I) ₹ (कुल राशि)
45.72		15.00	3.00	45.00	13.50	6.08			29.58	20.06	496.29
1.14 Mth(s)		93.00	3.00	279.00	16.18	45.14			Pension Surcharge @ 9% on (Energy Charge + Fixed Charge - Rebate) + C ₹		
PPAC on Fixed Charge = "G" ₹									18.49		
7.22									TCS Amount ₹		
CCTV Units									Base Amt. / Surcharge %		
0.00									CCTV Bill Amount		
Street Light Units									0.00		
									Street Light Points (W)		
Wi-Fi Units									10W / 20W / 40W		
	Total Units = 108		Total (B)= 324.00		Total (C)=51.22		Total (D)=				

Past Dues / Refunds / Subsidy (पिछला बकाया / वापसी / सब्सिडी)

Arrears / Refunds(बकाया / वापसी) Amount (राशि)	Period to which it relates (जिस अवधि से संबद्ध है)	Late Payment Surcharge (LPSC) (देरी से भुगतान पर अधिभार)	Other Charges, if any* (अन्य शुल्क, यदि हो तो)	Total Charges Payable (कुल देय शुल्क)	Payments / Subsidy* (भुगतान / सब्सिडी*)	Net Amount Payable (कुल देय राशि)
(1768.71)		36.66		(1235.76)	/(496.29)	(1732.05)

Amount not immediately payable, if any (यदि हो तो तुरंत देय राशि नहीं है)		BG Security Deposit	₹
₹		BG Expiry Date	
Service line cum Development Charges paid (भुगतान किया गया सर्विसलाईन एवं डेल्पमेंट शुल्क)	₹ 3000.00	Cash Security Deposit	₹ 1200.00
Interest accrued for FY 2020-21 , already adjusted in bill No. 100995378645 (generated for the period 21-03-2021 to 16-04-2021)			₹ (93.00)
Interest for FY 2021-22 will be adjusted in your first bill to be generated in FY 2022-23			

Bill Amount Payable (बिल देय राशि)

₹

Due Date of Payment (भुगतान देय तिथि) ---

If payment is made after the due date, LPSC for the delay, shall be charged in the next bill. (नियत तिथि के बाद भुगतान करने पर इस विलंब हेतु अगले बिल में एलपीएससी जोड़ दिया जाएगा.)

Last payment ₹ 1500.00 received on 05-06-2020 . Payment accounted upto 13-09-2021 .
The connection shall be liable for disconnection on non-payment of all dues (including arrears of previous bill(s) by due date, after notice as per Section 56(1) of the Electricity Act, 2003.

SLCC 39612165

SLCC 39612165

IMPORTANT MESSAGE (महत्वपूर्ण सूचना)

GoNCTD vide Order No. F.11(111)/2012/Power/Vol-III/1417-1427 dated 20.04.2020 has extended subsidy to domestic consumers w.e.f. 01.04.2020 of entire bill amount upto 200 Units/month. Slab 201-400 Units/month will get subsidy upto Rs.800/month.No subsidy for consumption above 400 Units/month. Power Purchase Adjustment Charge (PPAC) @ 16.18% has been levied on energy & fixed charge w.e.f 15.08.2021. CCTV Bill amount include Energy,RA,PPAC,PTC and Electricity Tax on CCTV consumption. In case any variation in SLD charges noted, consumer may visit divisional office for requisite correction. Pension Surcharge @ 9.00% has been levied on energy & fixed charge w.e.f. 01.09.2020. The amount of Security Deposit against your connection is mentioned herewith under the heading "Security Deposit with DISCOM". Please check this amount and report any discrepancy by furnishing documentary proof in that regard available with you, at the customer care centre of respective division office. Anyone t

(This bill is computer generated, hence does not require any signature.)

ELECTRICITY BILL

BSES

BSES Yamuna Power Limited

Payment slip

• Make your cheque/DD payable to BYPL CA No. 152188565

• Cheque should not be post dated.

• Write your telephone number on backside of the cheque.

• Cheque should be account payee and payable at Delhi.

• Do not staple. only clip the cheque to payment slip.

2300Y152188565000000000000202109160000000000

Bill amount payable : ₹

Cheque/DD No.:

Bill month: SEP-21

Date: .....

148

Tariff structure

Revised Energy Charges Applicable From 01 September, 2020

Categories	Description	Energy Charge: Fixed/Demand Charge Load(kW)	Fixed/Demand Charge (₹/month)	Energy Charge: 0 - 200 Units	201 - 400 Units	401-800 Units	801-1200 Units	Above 1200 Units
Domestic	Individual connections: Domestic Light / Mixed Domestic Power, Farm House upto 21kW	Upto 2kW >2kW to 5kW >5kW to 15kW >15kW to 25kW >25kW	20/kW/mth 50/kW/mth 100/kW/mth 200/kW/mth 250/kW/mth	₹ 3.00	₹ 4.50	₹ 6.50	₹ 7.00	₹ 8.00
	Single point supply at 11kV for GHS - Domestic Lighting / Fan and Power	150/kW/mth		₹ 4.50/kWh				
Non-Domestic	Shopkeepers	Upto 3kVA	250 kVA/mth	₹ 6.00/kVAh				
	Other Non-Domestic	>3kVA		₹ 8.50/kVAh				
Industrial	Industrial	250/kVA/mth		₹ 7.75/kVAh				

Categories	Description	Energy Charge: Fixed/Demand Charge (₹/month)	Energy Charge
Agriculture	Agriculture	125/kW/mth	₹ 1.50/kWh
Mushroom	Mushroom Cultivation upto 100 kW	200/kW/mth	₹ 3.50/kWh
Public Utility	Delhi Jal Board, DMRC, Public Lighting etc.	250/kVA/mth	₹ 6.25/kVAh
Delhi International Airport Limited (DIAL)		250/kVA/mth	₹ 7.75/kVAh
Advertisements and Hoardings		250/kVA/mth	₹ 8.50/kVAh
Charging Stations for E-Rickshaw/ E-Vehicle on Single Point Delivery		LT	₹ 4.50/kWh
		HT	₹ 4.00/kVAh

Schedule of Time of Day (TOD) Tariff

Month	Peak hours	Surcharge on Energy Charges	Off-Peak hours	Rebate on Energy Charges
May-September	1400-1700 hrs and 2200-0100 hrs	20%	0400-1000 hrs	20%

For other than peak & off-peak hours normal energy charges are applicable. Mandatory for >10kW / 11kVA other than Domestic. Optional for 3 Phase Domestic Consumers.

Consumption History (खपत का विवरण) :

Period From	Period To	No. of Days	Units (kwh/kvah)	Total Bill Payable	Bill Basis
11-07-2021	09-08-2021	30	83	(1732.05)	Actual
11-06-2021	10-07-2021	30	58	(1732.05)	Actual
14-05-2021	10-06-2021	28	140	(1732.05)	Actual
21-03-2021	16-04-2021	27	42	(1663.80)	Actual
17-02-2021	20-03-2021	32	45	(1570.80)	Actual
16-01-2021	16-02-2021	32	85	(1570.80)	Actual

Disclaimer- This electricity bill is only for electricity supply to the premises occupied by the consumer and should not be construed as having bearing on the rights or titles over the premises.

अस्वीकरण: यह बिजली का बिल उपभोक्ता के निवास/कार्यालय पर बिजली की आपूर्ति के लिए है, और इसे उस स्थान पर उपभोक्ता के अधिकार या स्वामित्व समान न समझा जाए।

GoNCTD vide Order No. F.11(111)/2012/Power/Vol-II/2098 dated 07.08.2019 has extended subsidy to domestic consumers w.e.f. 01.08.2019 of entire bill amount upto 200 Units/month. Slab 201-400 Units/month will get subsidy upto ₹ 800/month. No subsidy for consumption above 400 Units/month.

दिल्ली सरकार की आदेश संख्या F11(111)/2012/Power/Vol-II/2098 दिनांक 07/08/2019 के अनुसार घरेलु उपभोक्ताओं के लिए सब्सिडी बढ़ा दी है w.e.f. 01/08/2019 से 200 यूनिट/माह तक के संपूर्ण बिल राशि, स्लैब 201-400 यूनिटस/माह पर ₹ 800 सब्सिडी मिलेगी। 400 यूनिट प्रति माह से ऊपर खपत के लिए कोई सब्सिडी नहीं है।

Paying your electricity bill (Bill payment information)

Payment Options

1. You can pay your bill by cash/ cheque/DD Pay Order up to ₹ 4000/- and for amount more than ₹ 4000/- by cheque/DD/Pay Order.
2. Drop your cheque in our drop boxes at various shopping complexes, RWA offices or Counters/Kiosks. The list of drop boxes is available on the website.

Points to remember while paying your bill

1. Please pay your electricity bill only on obtaining computer generated bill.
2. Do not make payment to unauthorized agencies/touts.
3. In case your cheque is returned unpaid / dishonored by bank, cheque return charges (presently Rs 200/-) will be imposed and action will be taken under Section 138 of the Negotiable Instruments Act 1881.
4. In case a consumer's cheque is dishonoured for the second time within the next three months, DERC directive 6.21 stipulates that the future payments are to be received only by DD up to a period of next six months.

Consumer Grievance Redressal Mechanism / शिकायत का पंजीकरण एवं वर्तमान स्थिति

For any query/ complaint, you may contact us using any of the following touch points / आप किसी भी निवेदन / पूछताछ / शिकायत के लिए नीचे दिए गए विकल्पों में से किसी का चयन करके हमसे सम्पर्क कर सकते है –

a. 24 Hrs Call Center / सम्पर्क केन्द्र No. 011-39999808
b. Customer Care Centres / ग्राहक सेवा केन्द (Mon-Fri 09:30 AM to 05:30 PM & Sat - 09:30 AM to 01:00 PM)
c. Online through Complaint section on BSES Web site www.bsesdelhi.com or e-mail at bypl.customercare@relianceada.com or BSES MobiApp
d. To report Harassment, Unethical Practice or corruption related complaints, e-mail at / उत्पीडन अनैतिक व्यवहार और भ्रष्टाचार शिकायत के लिए 8010930719 पर सम्पर्क कर सकते है or write to bypl.vigilance@relianceada.com
e. To report theft WhatsApp / चोरी सम्बधी सूचना के लिए वॉट्सऐप @ 8588892156

Complaint Management: Three Tier Grievance Redressal Structure

TIER – I (BYPL Complaint Escalation & Redressal Structure)

If not satisfied with the resolution received, you may visit the Customer Care Center and meet the following officials with complete details

Level 1 – Customer Care Officer (CCO) / ग्राहक सम्पर्क अधिकारी

Level 2 – Business Manager(BM) / शाखा प्रबंधक

Level 3 – Circle Head (with prior appointment through Customer Care Officer/ Business Manager) / सर्किल प्रबंधक (ग्राहक सम्पर्क अधिकारी के माध्यम से पूर्व अनुमति प्राप्त करें)

If still not satisfied with the resolution, you may write at (यदि फिर भी आप अपने किसी भी निवेदन / शिकायत के समाधान से संतुष्ट नही है तो आप लिख सकते है)

Level 4 – Head, Customer Services / मुख्यअधिकारी (ग्राहक उपभोक्ता)

Head, Customer Care, BSES Yamuna Power Limited, Corporate Annexe Building, CBD-3, Karkardooma, Delhi-110032

TIER – II (Independent Forum – CGRF)

If you are still not satisfied with the resolution/ response provided by BYPL, you may approach **Consumer Grievance Redressal Forum (CGRF)**, Sub-Station Building, Adj to BYPL Head Office, Near Karkardooma Courts, Karkardooma, Delhi - 110032. Tel: 8010939760, E-Mail : cgrfbypl@hotmail.com

Note : CGRF shall not entertain a complaint if it pertains to the subject matter for which proceedings are pending before any court. Further, CGRF does not have jurisdiction to adjudicate on matters related to assessment in relation to unauthorized use of electricity, Appeal against the assessment, Theft of Electricity, Power to adjudicate, Compounding of offences, Notice of accidents and inquiries etc. which fall u/s 126,127,135 to 140,143,152 & 161 of Electricity Act, 2003.

TIER – III (Independent Forum – Electricity Ombudsman)

If not satisfied with CGRF order, an appeal against CGRF orders may be filed with the **Electricity Ombudsman,** B-53, Paschimi Marg, Opp. Tagore International School, Vasant Vihar, New Delhi - 110057. Tel: 011-26144979, E- Mail : elect_ombudsman@yahoo.com

आपका बिल भुगतान

बिल भुगतान सूचना

भुगतान विकल्प

1. आप 4000 रुपये तक के अपने बिल का भुगतान नकद/चेक/डीडी/पे ऑर्डर के माध्यम से कर सकते हैं। 4000 रुपये से अधिक की रकम का भुगतान चेक/डीडी/पे आर्डर के माध्यम से करना होगा।
2. विभिन्न शॉपिंग कॉम्प्लेक्सेज, आरडब्लूए ऑफिसेज और विभिन्न काउंटर्स/कियॉस्क्स पर लगे हमारे ड्रॉप बॉक्सेज में आप अपना चेक डालें। ड्रॉप बॉक्सेज की लिस्ट हमारी वेबसाइट पर उपलब्ध है।

बिल भुगतान करते समय ये बातें याद रखें

1. कप्यूटरीकृत बिल पाने के बाद ही अपने बिजली बिल का भुगतान करें।
2. अनाधिकृत एजेंसियों/दलालों को भुगतान न करें।
3. अगर आपका चेक बैंक द्वारा बगैर भुगतान के/अस्वीकृत होकर वापस आ जाता है, तो चेक वापसी शुल्क(मौजूदा 200/- रुपये) वसूला जाएगा और निगोशिएबल इंस्ट्रूमेंट्स एक्ट 1881 की धारा 138 के तहत कार्यवाही की जाएगी।
4. अगर उपभोक्ता का चेक 3 महीनें की अवधि के भीतर दोबारा अस्वीकृत हो जाता है तो डीईआरसी का निर्देश 6.21 अनुबंधित करता है कि अगले 6 महीने की अवधि के लिए डिमांड ड्राफ्ट के जरिए ही भुगतान करना होगा।

Contact details: संपर्क संबंधी विवरण:

☎ Contact : 011 39999808
19122

Nearest Customer care & payment centre
SUBSTATION BUILDING NO-7 NEAR SOMIRVILLA SCHOOL,VASUNDHARA ENCLAVE NEW DELHI 110096 (Tel No: 41247433)

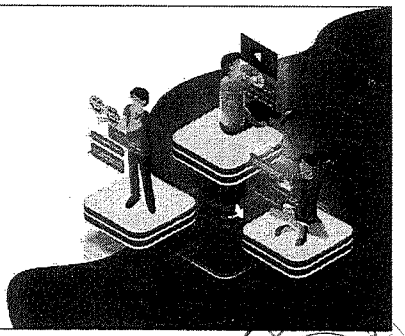
Business Manager : SAPANA RATHOD (41247426)
Commercial Officer : MUNNA KANDRIKAR (41247428)
Vigilance Helpline Number : 8010930719

Pay your electricity bills conveniently by any of the following options:

BSES

Stay Safe: Go Digital!

In the wake of COVID-19, stay safe by practising 'social distancing' & avoiding crowded places. You can avail a host of BSES services through our smart digital platforms, including Website, Mobile App, Chat-Bot, WhatsApp, SMS & Call Center. #GoDigital



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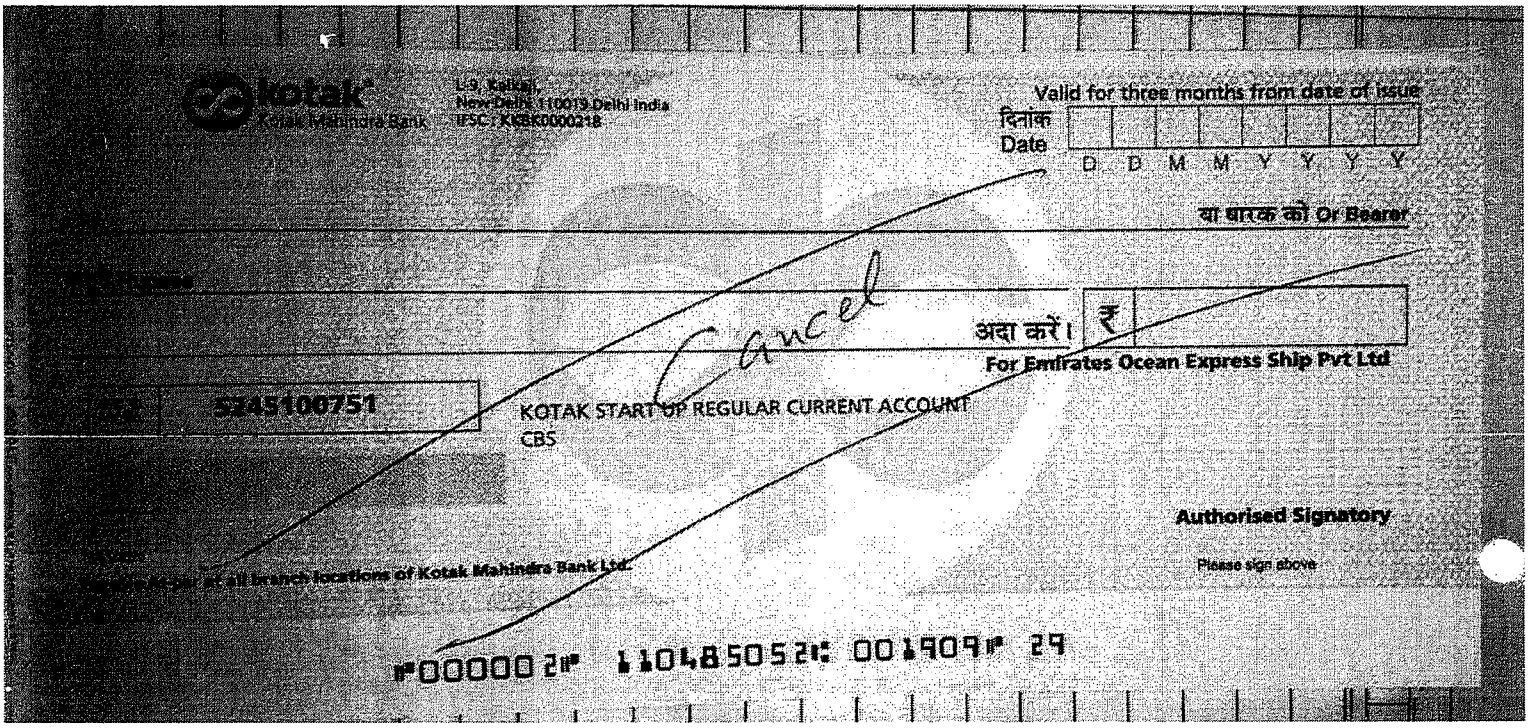
396/2165 17.09.2021_00_12_55_Y23ESVSE(With Annexture)

149



kotak
Kotak Mahindra Bank

L-9, Kalkaji,
New Delhi 110019 Delhi India
IFSC : KKBK0000218

Valid for three months from date of issue

दिनांक
Date D D M M Y Y Y Y

या धारक को Or Bearer

अदा करें। ₹

For Emirates Ocean Express Ship Pvt Ltd

5245100751

KOTAK START UP REGULAR CURRENT ACCOUNT
CBS

Cancel

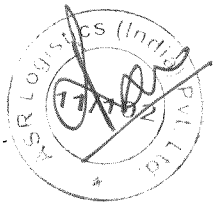
Authorised Signatory

Please sign above

Payable At-par at all branch locations of Kotak Mahindra Bank Ltd.

⑈000002⑈ 110485052⑆ 001909⑈ 29

ASR Logistics (India) Pvt. Ltd.



150

Expert Shipping Services

From: Expert Shipping Services <info@expertshippingservices.in>
Sent: Wednesday, February 15, 2023 12:12 PM
To: 'Emirates Ocean Express'; 'Documents Expert'
Cc: 'CEO Emirates Ocean Express'; 'ACCOUNTS Emirates Ocean Express'
Subject: RE: Required Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for Approval//Checklist with SB No
Attachments: FLYD-001.docx; WhatsApp Image 2023-02-15 at 11.52.30 AM.jpeg

Dear Sirs,

Namaste!

As discussed, Please find attached herewith Weight Slip & Manual VGM for ODEX purpose,

So kindly check before ODEX.

Awaiting your kind response.

Thanks & regards,
Paras
Customer Services
+919898405635
info@expertshippingservices.in

Expert Shipping Services

Save-A-Tree

From: Emirates Ocean Express [mailto:export@emiratesshippings.com]
Sent: 15 February 2023 11:41 AM
To: Documents Expert <expertshippingservices1@gmail.com>
Cc: CEO Emirates Ocean Express <CEO@emiratesshippings.com>; ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; Expert Shipping Services <info@expertshippingservices.in>
Subject: Re: Required Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for Approval//Checklist with SB No

SR Logistics (India) Pvt. Ltd.

151

Dear Sir ,

Request to you please share VGM Odex Screen short against our subject mention shipment container ,

because its vgm submission cutoff is today only and you need to gate in the container by today or tomorrow positively ....

VGM cut-off	MUNDRA (INMUN)	15-Feb-2023 18:00

Booking No.: 20063225

Container No.: HLBU1440101 / 40'HC

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * CHENNAI & COCHIN-India

Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

152

On Mon, 13 Feb 2023 at 18:56, Emirates Ocean Express <export@emiratesshippings.com> wrote:

Well noted with thanks,
Now Please advise container offloading status , need to offload on today priority . and also check container gate opening status if gate open then please plan to gate in as soon as possible.

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

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Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

Our Motto:- Excellent Service, Best Price & Committed Delivery.

On Mon, 13 Feb 2023 at 18:42, Documents Expert <expertshippingservices1@gmail.com> wrote:

Dear Sir,

ASR Logistics (India) Pvt. Ltd.

153

Please find attached herewith Checklist with SB No.

Thanks & regards,

Paras

Customer Services

+919898405635

info@expertshippingservices.in

Expert Shipping Services

Save-A-Tree

From: Documents Expert [mailto:expertshippingservices1@gmail.com]
Sent: 13 February 2023 05:58 PM
To: 'Emirates Ocean Express' <export@emiratesshippings.com>
Cc: 'CEO Emirates Ocean Express' <CEO@emiratesshippings.com>; 'ACCOUNTS Emirates Ocean Express' <accounts@emiratesshippings.com>; 'Expert Shipping Services' <info@expertshippingservices.in>
Subject: RE: Required Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for Approval

154

Dear Sir,

Please find attached herewith Revised Checklist for Approval.

Thanks & regards,

Paras

Customer Services

+919898405635

info@expertshippingservices.in

Expert Shipping Services

Save-A-Tree

From: Emirates Ocean Express [mailto:export@emiratesshippings.com]
Sent: 13 February 2023 05:25 PM
To: Expert Shipping Services <info@expertshippingservices.in>
Cc: Expert Shipping Services Docs <expertshippingservices1@gmail.com>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>; ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>

ASR Logistics (India) Pvt. Ltd.

355

Subject: Re: Required Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval

Dear Sir,

Please find the attached final invoice / packing list copy with sing & stamp.

Request to you kindly file the final checklist with correct below of details and then share with shipping bill no.:-

1. Kindly correct total Net Weight and Gross Weight.

2. Kindly correct notify party name and details

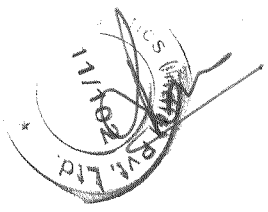
3. Kindly correct its POD: JACKSONVILLE, FLORIDA (USJAX)

4. Kindly note its CIF Shipment and its Ocean Freight USD 9000 ALL IN.

Booking No.: 20063225

Container No.: HLBU1440101 / 40'HC

***Attached container Weight Receipt for VGM Purpose for your reference.**



Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * CHENNAI & COCHIN-India

Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

Our Motto:- Excellent Service, Best Price & Committed Delivery.

On Mon, 13 Feb 2023 at 16:04, Expert Shipping Services <info@expertshippingservices.in> wrote:

Well Noted with Thanks Sir!

Also share Invoice packing list with Signed & Stamp the same,

Awaiting your kind response.

Thanks & regards,

Paras

Customer Services

+919898405635

157

info@expertshippingservices.in

Expert Shipping Services

Save-A-Tree

From: Emirates Ocean Express [mailto:export@emiratesshippings.com]
Sent: 13 February 2023 04:00 PM
To: Expert Shipping Services <info@expertshippingservices.in>; Expert Shipping Services Docs <expertshippingservices1@gmail.com>
Cc: CEO Emirates Ocean Express <CEO@emiratesshippings.com>; ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>
Subject: Re: Required Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval

Well noted ,

Please find the attached documents for your reference.

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

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EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * CHENNAI & COCHIN-India

Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

Our Motto:- Excellent Service, Best Price & Committed Delivery.

On Mon, 13 Feb 2023 at 14:14, Expert Shipping Services <info@expertshippingservices.in> wrote:

Dear Sir,

Namaste!

As discussed, we pleased to offer you our Best Quotation for On Wheel Export Custom Clearance for 40' & details as per below with Required Documents,

KYC Documents

- KYC Certificate on Importer Letterhead (Format Attached)

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- Authority Letter on Importer Letterhead (Format Attached)
- IEC Copy (Self Attested)
- PAN Card (Self Attested)
- GST Certificate (Self Attested)
- ID Proofs of Company Owners
- Address Proofs of Company Owners
- GST Return
- Incorporation Certificate
- RCMC Certificate
- Bank remittance or LC Copy
- Purchase Order Copy
- Cargo Photos
- ID Proofs & Address Proofs of Company Owners
- Bank AD Code or Signature Verification Letter
- Previous SB Copy

➢ Export Clearance Charges

- ➢ Agency Charges: 3500/- + GST per 40'
- ➢ CFS: 15000/- + GST Approx for 40' (Payment against Shipment)
- ➢ On Wheel Charges: 9000/- + GST for 20' (Advance)
- ➢ Extra Cost: 8000/- + GST Advance
- ➢ ODEX Charges: 500/- + GST
- ➢ All Charges will be paid before container Movement.

➢ Other Extra charges will be actual if Apply at the time of Shipment.

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So kindly check & confirm the same.

Looking forward to hearing from you soon.

Thanks & regards,

Paras

Customer Services

+919898405635

info@expertshippingservices.in

Expert Shipping Services

From: Expert Shipping Services [mailto:info@expertshippingservices.in]
Sent: 13 February 2023 11:49 AM
To: 'Emirates Ocean Express' <export@emiratesshippings.com>
Cc: 'Expert Shipping Services Docs' <expertshippingservices1@gmail.com>

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Subject: RE: Required Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval

Dear Sir,

Namaste!

Please find attached herewith Checklist for Approval.

So Kindly Check & Confirm,

Awaiting for your Response.

Thanks & regards,

Paras

Customer Services

+919898405635

info@expertshippingservices.in

Expert Shipping Services

Save-A-Tree
Paper saves a living tree

From: Emirates Ocean Express [mailto:export@emiratesshippings.com]
Sent: 13 February 2023 10:54 AM
To: Info@expertshippingservices.in
Subject: Required Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.

Dear Ghanshyam ji,

Good Day ,

As discussed please find the attached shipping docs for Origin Custom Clearance purpose,

Request to you Kindly share best possible Custom Clearance cost with buffer stuffing and handover.

*Container already reached at Mundra Port on yesterday Evening Dtd. 12-02-2023.

Booking No.: 20063225

Container No.: HLBU1440101 / 40'HC

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*Attached all required documents for your reference, if anything is required please advise as earlier as possible.

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * CHENNAI & COCHIN-India

Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

Our Motto:- Excellent Service, Best Price & Committed Delivery.

WEBSITE: www.emiratesshippings.com

Our India Office :-

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Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

Our Motto:- Excellent Service, Best Price & Committed Delivery.

--

REGARDS:-

RAWINDRA PANDEY

9999046374

165

Regards,

Rawindra

On Mon, Apr 10, 2023 at 1:00 PM Emirates Ocean Express <export@emiratesshippings.com> wrote:

Dear Sir ,

Please advise meaning of your below of message line "**something in 7 working day? "**

"After submission of above documents & shipment will be cleared something within 7 working days"

Also note how can discuss with Rao Sir , Rao sir , not picking our & our shipper calls and even not call-back to us till date.

RIC : Rawindra Panday ji (Shipper) Please advise your feedback.

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

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Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

Our Motto:- Excellent Service, Best Price & Committed Delivery.

On.Mon, 10 Apr 2023 at 16:31, Rawindra Pandey <rawindra111@gmail.com> wrote:

Dear Mr. Jha ,

As discussed with Rao sir , kindly provide all the docs to them .

Regards,

Rawindra

On Mon, 10 Apr 2023 at 1:04 PM, Rawindra Pandey <rawindra111@gmail.com> wrote:

Dear Expert Team,

Write a clear line , if docs submitted will clear in 7 working days . Please Advise Mr. Rao Sir that emirates will discuss rest financials with them.

167

From: Emirates Ocean Express [mailto:export@emiratesshippings.com]
Sent: 10 April 2023 04:40 PM
To: Expert Shipping Services <expertshippingservices1@gmail.com>; Expert Shipping Services <info@expertshippingservices.in>; Rajendra Singh Rao <raoasr102@gmail.com>; ASR MUNDRA MUKESH <docsmun@asrlogistics.co>; Sunita - ASR LINE <Sunita@asrline.com>; bmg.asrline@gmail.com
Cc: ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; AERO PARTS SUPPLY <Supplyaeroparts@gmail.com>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>; Rawindra Pandey <rawindra111@gmail.com>
Subject: Re: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

Attached Ultimate Supplier Documents for your reference.

Please check each & everything is okay & correct before submission.

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * CHENNAI & COCHIN-India

168

RAWINDRA

On Mon, 10 Apr 2023 at 5:38 PM, Documents Expert <expertshippingservices1@gmail.com> wrote:

Dear All

Namaste!

Please find attached herewith Checklist for Approval.

Thanks & regards,

Paras

Customer Services

+919898405635

info@expertshippingservices.in

<image001.png><image002.png>

Expert Shipping Services

<image003.jpg>

Namastey!

We will try our best to do the same.

Thanks & regards,

Ghanshyam

From: Rawindra Pandey <rawindra111@gmail.com>
Sent: Tuesday, April 11, 2023 9:55:28 AM
To: Documents Expert <expertshippingservices1@gmail.com>
Cc: ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; AERO PARTS SUPPLY <Supplyaeroparts@gmail.com>; ASR MUNDRA MUKESH <docsmun@asrlogistics.co>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>; Emirates Ocean Express <export@emiratesshippings.com>; Expert Shipping Services <info@expertshippingservices.in>; Rajendra Singh Rao <raoasr102@gmail.com>; Sunita - ASR LINE <Sunita@asrline.com>; bmg.asrline@gmail.com <bmg.asrline@gmail.com>
Subject: Re: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

Dear Sir,

Please note from our end checklist is ok,

But request to you kindly proper check before final submission from your end also with given documents.

Note: - we don't need any benefit claim like Drawback or GST Refund in this shipment & our aim is this shipment gate in to catch plan vessel ETD 15-04-2023 , so kindly submit accordingly.

ASR Logistics (India) Pvt. Ltd. 102

Regards,

170

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * CHENNAI & COCHIN-India

Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

Our Motto:- Excellent Service, Best Price & Committed Delivery.

On Tue, 11 Apr 2023 at 10:06, Expert Shipping Services <expertshippingservices1@gmail.com> wrote:

Dear Ravindra Ji,

Request to you please do the needful and gate in our container in this week anyhow please.

#Carrier hapag already applied too much penalty to us for previous week vessel skip/roll over.

Booking No.: 20063225

Container No.: HLBU 1440101 / 40'HC

Regards;

Chandrasen Singh

On Thu, 13 Apr 2023 at 13:32, Emirates Ocean Express <export@emiratesshippings.com> wrote:

> Dear Team,
>
> Kindly advice Container gate in status, is this possible to gate in for given booking copy plan vessel?
>
> Plan vessel details is below for your ref.;-
>
> **Booking No.: 20063225**
>
> **Container No.: HLBU 1440101 / 40'HC**
>
> Vessel /Voy : AL SAFAT
>
> ETD (Mundra): 15-Apr-2023
>
> Vessel gate will be close dtd. 14-04-2023 (tomorrow).
>
> ***if we are unable to gate- in container for the same plan vessel then again carrier hapag will apply heavy penalty to us.**

ISR Logistics (India) Pvt. Ltd.

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Adding Value Beyond Logistics

Thanks N Warm Regards

Rajendra Rao

Responsible For

Asr Container Lines Pte Ltd

Asr Container Lines Sdn Bhd

Asr Cargo Llc

Asr India Pvt Ltd

We Sit At

Room No 26 Khandke Building

282,Sbs Road, Fort

Mumbai 400001

Web: Www.Asrline.Com

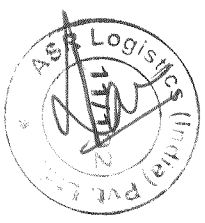
Email: Rao@Asrline.Com

+91-22-43159901/43159902

Branches : New Delhi,Jaipur,Mundra/Kandla,

Loni,Ludhiana,Tkd , Nagpur

> On 17-Apr-2023, at 1:04 PM, CEO Emirates Ocean Express <CEO@emiratesshippings.com> wrote:
>
> Dear Team,
>
> What are going on, Kindly advice Container gate in status!!!!!!!!!
>
> Is this possible to gate in this week?



we have given a strong warning to the shipper concerned Mr. Ravinder Pandey and our team also said that - No need for any contact / interaction with Mundra Custom / SIIB.

Now our 1st concern is to resolve our custom issue from Mundra SIIB Team and handover/gate-in our container on priority , because we are paying Approximately INR 24 K + per week roll over / No Show Fee + GST Per Day in Carrier Hapag.

Request to you please do the needful and gate in our container in this week anyhow please.

Booking No.: 20063225
Container No.: HLBU 1440101 / 40'HC

We shall be highly obliged for your kind support.

Regards;

Chandrasen Singh

On Mon, 17 Apr 2023 at 14:48, Rajendra Singh Rao <rao@asrlogistics.co> wrote:

Dear chandersen ji

Mr Ravinder pandey is acting too smart and double crossing us and we are pushing every day at SIIB and mr Ravinder pandey ji is calling SIIB officer directly and not even telling us

And he is very abusive and one night after good session of his drinks he calls me at 12 in night and abuses my senior managers at night.

In such situation had you been what you would have done ?????

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Thanks & Best Regards

Navin Kumar Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * CHENNAI & COCHIN-India

Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

Our Motto:- Excellent Service, Best Price & Committed Delivery.

On Tue, 18 Apr 2023 at 13:04, CEO Emirates Ocean Express <CEO@emiratesshippings.com> wrote:

Dear Rao Saab,
Good Day,

Well noted your message and we will take appropriate action against the shipper concerned Mr Ravinder pandey after our shipment smoothly handover/gate-in to the carrier.

Since last week After talking with you and our office concerned Mr. Jha , in this regard

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From: Emirates Ocean Express [mailto:export@emiratesshippings.com]
Sent: 24 April 2023 12:03 PM
To: Rajendra Singh Rao <rao@asrlogistics.co>; Expert Shipping Services <expertshippingservices1@gmail.com>; ASR MUNDRA MUKESH <docsmun@asrlogistics.co>; Expert Shipping Services <info@expertshippingservices.in>; Sunita - ASR LINE <Sunita@asrline.com>; bmg.asrline@gmail.com
Cc: Rawindra Pandey <rawindra111@gmail.com>; ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; AERO PARTS SUPPLY <Supplyaeroparts@gmail.com>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>
Subject: Re: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

Dear team,

Request to you please advise our shipment current status!

Please advise our container would be gate-in in this week or not!

Booking No.: 20063225

Container No.: HLBU 1440101 / 40'HC

***its almost Three month completed from 06 Feb Container Pickup date and now today 24-04-2023.**

Please do your best to take this ship. THANK YOU

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Dear Sirs,

Namaste!

As discussed, Please provide us docs as per below,

1. Final LUT Copy
2. GSTR1 of April instead of March
3. Attached Letter to be printed on Supreme Letterhead

Kindly do the needful,

Awaiting your kind response.

Thanks & regards,

Ghanshyam

info@expertshippingservices.in

Expert Shipping Services

ASR Logistics Pvt. Ltd.

Thanks & regards,
Ghanshyam
Expert Shipping Services

From: Rawindra Pandey <rawindra111@gmail.com>
Sent: Saturday, April 29, 2023 10:28:26 AM
To: Expert Shipping Services <info@expertshippingservices.in>
Cc: ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; AERO PARTS SUPPLY <Supplyaeroparts@gmail.com>; ASR MUNDRA MUKESH <docsmun@asrlogistics.co>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>; Emirates Ocean Express <export@emiratesshippings.com>; Expert Shipping Services <expertshippingservices1@gmail.com>; Rajendra Singh Rao <rao@asrlogistics.co>; Sunita - ASR LINE <Sunita@asrline.com>; bmg.asrline@gmail.com <bmg.asrline@gmail.com>

Subject: Re: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

Dear sir ,

Please find attached lut copy .

Sending other two docs soon .

Regards,

RAWINDRA

ASR Logistics (India) Pvt. Ltd. AAJ1102

On Fri, 28 Apr 2023 at 8:23 PM, Expert Shipping Services <info@expertshippingservices.in> wrote:

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From: Rawindra Pandey [mailto:rawindra111@gmail.com]
Sent: 29 April 2023 11:04 AM
To: Expert Shipping Services <expertshippingservices1@gmail.com>
Cc: ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; AERO PARTS SUPPLY <Supplyaeroparts@gmail.com>; ASR MUNDRA MUKESH <docsmun@asrlogistics.co>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>; Emirates Ocean Express <export@emiratesshippings.com>; Expert Shipping Services <info@expertshippingservices.in>; Rajendra Singh Rao <rao@asrlogistics.co>; Sunita - ASR LINE <Sunita@asrline.com>; bmg.asrline@gmail.com
Subject: Re: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

Dear sir ,

Do you have any sample for final lut copy .

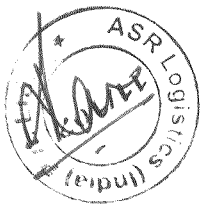
On Sat, 29 Apr 2023 at 10:42 AM, Expert Shipping Services <expertshippingservices1@gmail.com> wrote:

Dear Sir,

Namastey!

This is not Final LUT Copy Please give us LUT Copy where mentioned LUT No., Date the same.

Kindly do the needful



Awaiting your kind response

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Please find attached .

Also kindly let us know if they filled the invoice in March month gst so can the same invoice get filled in April .

Regards,

Rawindra

On Sat, 29 Apr 2023 at 11:31 AM, Expert Shipping Services <info@expertshippingservices.in> wrote:

Dear Sir,

Please find attached herewith LUT Copy Format for your reference.

Thanks & regards,

Ghanshyam

info@expertshippingservices.in

Expert Shipping Services

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AEI
भारतीय सीम
INDIAN CUS

OFFICE NO. 201, 2nd FLOOR,

NILESH OWNERS ASSOCIATION

PLOT NO. 80, SECTOR - 8,

NEAR GYMKHANA,

GANDHIDHAM. KACHCHH

GUJARAT - 370201

PH: +91-2836-297942

WEB SITE: WWW.ASRLOGISTICS.CO

"SAVE PAPER - THINK BEFORE YOU PRINT!"

From: Rawindra Pandey [mailto:rawindra111@gmail.com]
Sent: 29 April 2023 12:13 PM
To: Expert Shipping Services <info@expertshippingservices.in>
Cc: ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; AERO PARTS SUPPLY <Supplyaeroparts@gmail.com>; ASR MUNDRA MUKESH <docsmun@asrlogistics.co>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>; Emirates Ocean Express <export@emiratesshippings.com>; Expert Shipping Services <expertshippingservices1@gmail.com>; Rajendra Singh Rao <rao@asrlogistics.co>; Sunita - ASR LINE <Sunita@asrline.com>; bmg.asrline@gmail.com
Subject: Re: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

ASR Logistics (In

Dear sir ,

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Dear sir ,

Checklist is ok from our side . Kindly check it once from your side also according to given documents.

Thanks,

RAWINDRA

On Sat, 29 Apr 2023 at 1:09 PM, ASR Ghanshyam <asrmundra.docs@gmail.com> wrote:

Dear Sir,

Namaste!

Please find attached herewith Revised Checklist for Approval.

Thanks & Regards,

Darji Ghanshyam.M

ASR LOGISTICS (I) PVT. LTD

ASR INDIA PVT. LTD.

(AN ISO-9001-2008 CERTIFIED CO.)

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NEAR GYMKHANA,

GANDHIDHAM. KACHCHH

GUJARAT - 370201

PH: +91-2836-297942

WEB SITE: WWW.ASRLOGISTICS.CO

"SAVE PAPER - THINK BEFORE YOU PRINT!"

From: Rawindra Pandey [mailto:rawindra111@gmail.com]
Sent: 29 April 2023 08:55 PM
To: ASR Ghanshyam <ASRMUNDRA.DOCS@gmail.com>
Cc: ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; AERO PARTS SUPPLY <Supplyaeroparts@gmail.com>; ASR MUNDRA MUKESH <docsmun@asrlogistics.co>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>; Emirates Ocean Express <export@emiratesshippings.com>; Expert Shipping Services <info@expertshippingservices.in>; Rajendra Singh Rao <rao@asrlogistics.co>; Sunita - ASR LINE <Sunita@asrline.com>; bmg.asrline@gmail.com
Subject: Re: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

Dear sir ,

See attached final as requested.

On Sat, 29 Apr 2023 at 6:32 PM, Rawindra Pandey <rawindra111@gmail.com> wrote:

Sorry for late reply,

Please see attached .

On Sat, 29 Apr 2023 at 1:20 PM, Rawindra Pandey <rawindra111@gmail.com> wrote:

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On Mon, 1 May 2023 at 3:26 PM, ASRGHANSHYAM <asrmundra.docs@gmail.com> wrote:

Dear Sirs,

Namaste!

Please find attached herewith Letter for reference to be printed on Supreme Letterhead the same,

Kindly do the needful,

Awaiting your kind response.

Thanks & Regards,

Darji Ghanshyam.M

ASR LOGISTICS (I) PVT. LTD

ASR INDIA PVT. LTD.

(AN ISO-9001-2008 CERTIFIED CO.)

भारतीय सीम
INDIAN CUS

OFFICE NO. 201, 2nd FLOOR,

NILESH OWNERS ASSOCIATION

PLOT NO. 80, SECTOR - 8,

184

OFFICE NO. 201, 2nd FLOOR,

NILESH OWNERS ASSOCIATION

PLOT NO. 80, SECTOR - 8,

NEAR GYMKHANA,

GANDHIDHAM. KACHCHH

GUJARAT - 370201

PH: +91-2836-297942

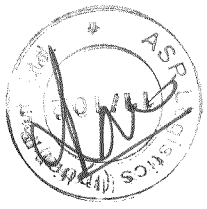
WEB SITE: WWW.ASRLOGISTICS.CO

"SAVE PAPER - THINK BEFORE YOU PRINT!"

From: Rawindra Pandey [mailto:rawindra111@gmail.com]
Sent: 02 May 2023 11:02 AM
To: ASRGHANSHYAM <ASRMUNDRA.DOCS@gmail.com>
Cc: ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; AERO PARTS SUPPLY <Supplyaeroparts@gmail.com>; ASR MUNDRA MUKESH <docsmun@asrlogistics.co>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>; Emirates Ocean Express <export@emiratesshippings.com>; Expert Shipping Services <info@expertshippingservices.in>; Rajendra Singh Rao <rao@asrlogistics.co>; Sunita - ASR LINE <Sunita@asrline.com>; bmg.asrline@gmail.com
Subject: Re: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

Dear sir ,

Please find attached .



Regards,

Rawindra

Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

Our Motto:- Excellent Service, Best Price & Committed Delivery.

On Tue, 2 May 2023 at 14:05, ASRGHANSHYAM <asrmundra.docs@gmail.com> wrote:

Dear Sirs,

Namaste!

Please find attached herewith Custom Summons Copy for your reference the same.

So kindly prepare reply to custom.

Thanks & Regards,

Darji Ghanshyam.M

ASR LOGISTICS (I) PVT. LTD

ASR INDIA PVT. LTD.

(AN ISO-9001-2008 CERTIFIED CO.)

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Deadline	Location
Shipping instruction closing	MUNDRA (INMUN)
VGM cut-off	MUNDRA (INMUN)
Earliest container delivery date	MUNDRA (INMUN)
FCL delivery cut-off	MUNDRA (INMUN)
Estimated time of arrival	COLOMBO (LKCMB)

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * CHENNAI & COCHIN-India

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Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

Our Motto:- Excellent Service, Best Price & Committed Delivery.

On Wed, 10 May 2023 at 09:05, Emirates Ocean Express <export@emiratesshippings.com> wrote:

Dear Sir,

Good Morning ,

Most humble request to you please try to gate in our subject mention shipment container on below same plan vessel,

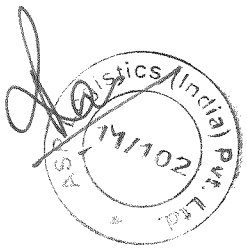
Booking No.: 20063225

Container No.: HLBU1440101 / 40'HC

New Shipping Bill No.: 9651955 Dtd. 29-APR-23

Vessel: SM MANALI / 0028E

ETD (From Mundra port) : 11-May-2023



188

From: Emirates Ocean Express [mailto:export@emiratesshippings.com]
Sent: 11 May 2023 11:55 AM
To: Rajendra Singh Rao <rao@asrlogistics.co>; ASRGHANSHYAM <asrmundra.docs@gmail.com>; ASR MUNDRA MUKESH <docsmun@asrlogistics.co>
Cc: Rawindra Pandey <rawindra111@gmail.com>; ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; AERO PARTS SUPPLY <Supplyaeroparts@gmail.com>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>; Expert Shipping Services <info@expertshippingservices.in>; Sunita - ASR LINE <Sunita@asrline.com>; bmg.asrline@gmail.com
Subject: Re: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

Dear Sir ,

Any good news any update please !!!!!!!!!!!!!!

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * CHENNAI & COCHIN-India

Namaste!

Please find attached herewith LEO Copy for the same.

Thanks & Regards,

Darji Ghanshyam.M

ASR LOGISTICS (I) PVT. LTD

ASR INDIA PVT. LTD.

(AN ISO-9001-2008 CERTIFIED CO.)

OFFICE NO. 201, 2nd FLOOR,

NILESH OWNERS ASSOCIATION

PLOT NO. 80, SECTOR - 8,

NEAR GYMKHANA,

GANDHIDHAM. KACHCHH

GUJARAT - 370201

PH: +91-2836-297942

WEB SITE: WWW.ASRLOGISTICS.CO

"SAVE PAPER - THINK BEFORE YOU PRINT!"

190

Booking No.: 20063225

RIC : A/C Team Kindly share our KYC For Billing purpose.

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * CHENNAI & COCHIN-India

Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

Our Motto:- Excellent Service, Best Price & Committed Delivery.

On Tue, 16 May 2023 at 10:26, ASR Ghanshyam <asrmundra.docs@gmail.com> wrote:

Dear Sir,

PLOT NO. 80, SECTOR - 8,

NEAR GYMKHANA,

GANDHIDHAM. KACHCHH

GUJARAT - 370201

PH: +91-2836-297942

WEB SITE: WWW.ASRLOGISTICS.CO

"SAVE PAPER - THINK BEFORE YOU PRINT!"

From: Emirates Ocean Express [mailto:export@emiratesshippings.com]
Sent: 16 May 2023 01:12 PM
To: ASR Ghanshyam <asrmundra.docs@gmail.com>
Cc: Rajendra Singh Rao <rao@asrlogistics.co>; ASR MUNDRA MUKESH <docsmun@asrlogistics.co>; ACCOUNTS Emirates Ocean Express <accounts@emiratesshippings.com>; CEO Emirates Ocean Express <CEO@emiratesshippings.com>; Sunita - ASR LINE <Sunita@asrline.com>; bmg.asrline@gmail.com
Subject: Re: Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approval//Revised Checklist for ...

Dear Sir ,

Request to you kindly arragne to gate in the container on same plan vessel ,

Pls note vessel : SM Neyyar v-0048E

ETD EX. 18.05.23

Port cut-off : 17.05.23 at 06:00 Hrs

S/bill cut-off : 16.05.23 at 17:00 Hrs

192

Diwakar Jha

(Finance Controller-Accounts) – North India

Emirates Ocean Express Ship Pvt. Ltd.

Phone:+91-11- 22241004 | Mob: +91 8527000587 |

Email: accounts@emiratesshippings.com
Website: www.emiratesshippings.com

Create your own email signature

On Tue, 16 May 2023 at 13:15, ASRGHANSHYAM <asrmundra.docs@gmail.com> wrote:

Adding Accounts Team++

Thanks & Regards,

Darji Ghanshyam.M

ASR LOGISTICS (I) PVT. LTD

ASR INDIA PVT. LTD.

(AN ISO-9001-2008 CERTIFIED CO.)

भारतीय सीम
INDIAN CUS

OFFICE NO. 201, 2nd FLOOR,

NILESH OWNERS ASSOCIATION

193

NILESH OWNERS ASSOCIATION

PLOT NO. 80, SECTOR - 8,

NEAR GYMKHANA,

GANDHIDHAM. KACHCHH

GUJARAT – 370201

PH NO. 02836-297942

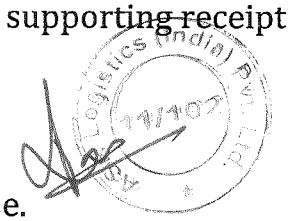
Save a tree...please do not print this e-mail unless you really need to

From: ACCOUNTS Emirates Ocean Express [mailto:accounts@emiratesshippings.com]
Sent: Tuesday, May 16, 2023 1:28 PM
To: ASRGHANSHYAM
Cc: Emirates Ocean Express; Nupoor; Rajendra Singh Rao; ASR MUNDRA MUKESH; CEO Emirates Ocean Express; Sunita - ASR LINE; bmg.asrline@gmail.com
Subject: Re: KYC Documents for billing // Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approv

Dear Sir ,

Please find the attached our company kyc docs for billing purpose ,

Request to you kindly arrange and share bill copy with all charges supporting receipt copy .



also share A/C Details with Cancel Cheq copy for payment purpose.

Thanks & Warm Regards;

194

From: Nupoor [mailto:accounts.mundra@asrlogistics.co]
Sent: Tuesday, May 16, 2023 2:55 PM
To: 'ACCOUNTS Emirates Ocean Express'
Cc: 'Emirates Ocean Express'; 'Rajendra Singh Rao'; 'ASR MUNDRA MUKESH'; 'CEO Emirates Ocean Express'; 'Sunita - ASR LINE'; 'bmg.asrline@gmail.com'; 'ASRGHANSHYAM'
Subject: RE: KYC Documents for billing // Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approv

Dear Sir,

Please Find attached herewith **NOC** of **FLYD AEROSPARES PRIVATE LIMITED** for the converting shipment to the **SUPREME TRANSPORT ORGANISATION PVT**. for the CLP purpose,

Kindly find attached herewith Costing sheet for payment of subjected shipment.

Thanks & Regards,

Nupoor Gusai.

ASR LOGISTICS INDIA PVT. LTD.
ASR INDIA PVT. LTD.
(AS A AGENT OF ASR CONTAINER LINE PTE. LTD. SINGAPORE)

AEO
भारतीय सीमा शुल्क
INDIAN CUSTOMS
INAAECA9987BOF196

OFFICE NO. 201, 2nd FLOOR,

Please find attached herewith documents in original along with security cheque for generating the Invoice in the name of Emirates Ocean Express Ship Pvt. Ltd,

Please find attached herewith CHA Bill for the subjected shipment.

Thanks & Regards,

Nupoor Gusai.

ASR LOGISTICS INDIA PVT. LTD.
ASR INDIA PVT. LTD.
(AS A AGENT OF ASR CONTAINER LINE PTE. LTD. SINGAPORE)

AEO
भारतीय सीमा शुल्क
INDIAN CUSTOMS
INAAECA9987BOF196

OFFICE NO. 201, 2nd FLOOR,

NILESH OWNERS ASSOCIATION

PLOT NO. 80, SECTOR - 8,

NEAR GYMKHANA,

GANDHIDHAM. KACHCHH

GUJARAT – 370201

PH NO. 02836-297942

Save a tree...please do not print this e-mail unless you really need to

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Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approv

Dear Sir/Mam,

Please find the attached both of format and request to you please fill & complete document behalf of me then share to us ,
we will arrange & provide on our company letterhead accordingly.

Thanks & Best Regards

A.K. Raushan Jha

Business Development Manager- Export - North India

EMIRATES OCEAN EXPRESS SHIP PVT. LTD.

(Cost Effective Shipping & Logistics Solutions)

Krishna Plaza, B-block, Mayur Vihar Phase 2,Delhi 110091, India.

MOBILE / Whatsapp No.: +91 8595057905

EMAIL ID: export@emiratesshippings.com

WEBSITE: www.emiratesshippings.com

Our India Office :-

NEW DELHI * MUMBAI * GUJARAT (MUNDRA) * CHENNAI & COCHIN-India

Our Overseas Counterpart :-

EUROPE * MIDDLE EAST * ASIA - PACIFIC * AFRICA & U.S.AMERICAS.

Our Motto:- Excellent Service, Best Price & Committed Delivery.

On Wed, 17 May 2023 at 11:31, Nupoor <accounts.mundra@asrlogistics.co> wrote:

Dear Sir,

Save a tree...please do not print this e-mail unless you really need to

---

From: Nupoor [mailto:accounts.mundra@asrlogistics.co]
Sent: Wednesday, May 17, 2023 5:08 PM
To: 'Emirates Ocean Express'
Cc: 'ACCOUNTS Emirates Ocean Express'; 'Rajendra Singh Rao'; 'ASR MUNDRA MUKESH'; 'CEO Emirates Ocean Express'; 'Sunita - ASR LINE'; 'bmg.asrline@gmail.com'; 'ASRGHANSHYAM'
Subject: RE: KYC Documents for billing // Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approv

Dear Sir,

Please find attached herewith LSP Undertaking and CB Undertaking as required.

Thanks & Regards,

Nupoor Gusai.

ASR LOGISTICS INDIA PVT. LTD.
ASR INDIA PVT. LTD.
(AS A AGENT OF ASR CONTAINER LINE PTE. LTD. SINGAPORE)

AEO
भारतीय सीमा शुल्क
INDIAN CUSTOMS
INAAECA9987BOF196

OFFICE NO. 201, 2nd FLOOR,
NILESH OWNERS ASSOCIATION
PLOT NO. 80, SECTOR - 8,
NEAR GYMKHANA,
GANDHIDHAM. KACHCHH
GUJARAT – 370201
PH NO. 02836-297942

Save a tree...please do not print this e-mail unless you really need to

From: Emirates Ocean Express [mailto:export@emiratesshippings.com]
Sent: Wednesday, May 17, 2023 12:51 PM
To: Nupoor
Cc: ACCOUNTS Emirates Ocean Express; Rajendra Singh Rao; ASR MUNDRA MUKESH; CEO Emirates Ocean Express; Sunita - ASR LINE; bmg.asrline@gmail.com; ASRGHANSHYAM
Subject: Re: KYC Documents for billing // Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom

196 198

asrmundra.docs@gmail.com

From: Nupoor <accounts.mundra@asrlogistics.co>
Sent: 18 May 2023 19:09
To: 'Emirates Ocean Express'
Cc: 'ACCOUNTS Emirates Ocean Express'; 'Rajendra Singh Rao'; 'ASR MUNDRA MUKESH'; 'CEO Emirates Ocean Express'; 'Sunita - ASR LINE'; bmg.asrline@gmail.com; 'ASRGHANSHYAM'
Subject: RE: KYC Documents for billing // Required immediate reply // S.B No. & Date: 7758345 13/02/2023 // Custom Clarence in Buffer 1 x 40'HC to Jacksonville, FL on all water service // Container Pickup Place: ICD RAJISCO, Jaipur Rajasthan.//Checklist for Approv

Dear Sir,

Kindly note Bank Details for Payment purpose,

Bank details as below mention:-

Name of A/c Holder : ASR LOGISTICS (INDIA) PVT LTD
BANK NAME :BANK OF BARODA
A/c Type : Current Account
A/C NO. : 03830500000321
RTGS/IFS CODE : BARB0BALBOM (5th alphabet is zero)
BRANCH : BALLARD ESTATE,MUMBAI

Thanks & Regards,

Nupoor Gusai.

ASR LOGISTICS INDIA PVT. LTD.
ASR INDIA PVT. LTD.
(AS A AGENT OF ASR CONTAINER LINE PTE. LTD. SINGAPORE)

AEO
भारतीय सीमा शुल्क
INDIAN CUSTOMS
INAAECA9987BOF196

OFFICE NO. 201, 2nd FLOOR,
NILESH OWNERS ASSOCIATION
PLOT NO. 80, SECTOR - 8,
NEAR GYMKHANA,
GANDHIDHAM. KACHCHH
GUJARAT – 370201
PH NO. 02836-297942

ASR Logistics (India) Pvt. Ltd.

कार्यालय: प्रधान आयुक्त सीमाशुल्क, मुन्द्रा,
सीमाशुल्क भवन, मुन्द्रा बंदरगाह, कच्छ, गुजरात- 370421
OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS:
CUSTOM HOUSE, MUNDRA PORT, KUTCH, GUJARAT-370421.
PHONE : 02838-271426/271163 FAX :02838-271425
E-mail id- commr-cusmundra@nic.in

F.No. CUS/ASS/MISC/137/2024/EA Date:- 29.01.2024
DIN No.:- 20240171MO000012462I

Name & Address of the Exporter	Exporter-1:- M/s Flyd Aerospares Private Limited, having address at H.No.8/9, Mehram Nagar, New Delhi-110037. Exporter-2:- (M/s Supreme Transport Organisation Pvt. Ltd., 5B 34, Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai-400059)
IEC No.	Exporter-1:- AADCF5187F (M/s Flyd Aerospares Private Limited) Exporter-2:- 0314063978 (M/s Supreme Transport Organisation Pvt. Ltd.)
CB Name	M/s ASR Logistics (India) Pvt. Ltd.
CB Code	AAECA9987BCH004
Shipping Bill No. & Date	Exporter-1:- Shipping Bill No. 7758345 dated 13.02.2023 filed by M/s Flyd Aerospares Private Limited Exporter-2:- Shipping Bill No.9651955 dated 29.04.2023 filed by M/s Supreme Transport Organisation Pvt. Ltd.
Description of Goods	VT-UDN Cessna Grand Caravan (Old & Used Aircrafts Parts) CTH-88023000
CFS Name	Mundhra CFS Ltd., Mundra

SHOW CAUSE NOTICE

Exporter-1:- M/s Flyd Aerospares Private Limited, holding IEC-AADCF5187F, having registered address at H.No.8/9, Mehram Nagar, New Delhi-110037(*herein referred as "EXP-1" for the sake of brevity*) and Exporter-2:- M/s Supreme Transport Organisation Pvt. Ltd. holding IEC no. 0314063978 having registered address at 5B 34, Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai-400059(*herein referred as "EXP-2" for the sake of brevity*). The Shipping bill No. 7758345 dated 13.02.2023 filed by EXP-1 and Shipping Bill No.9651955 dated 29.04.2023 filed by EXP-2 for export of same cargo i.e. VT-UDN Cessna Grand Caravan (Old & Used Aircrafts Parts) CTH-88023000.

2. **Intelligence:-**

2.1 An intelligence was gathered to the effect that during the appraising of the shipping bill No. 7758345 dated 13.02.2023 filed by EXP-1, and related documents submitted by the EXP-1, it was noticed that the export cargo that is an aeroplane was imported in second hand condition by EXP-2 and now same cargo was sold by EXP-2, to Treak Air BV, the Netherlands through commercial invoice dated 10.12.2022 **(RUD-1)** and in the commercial invoice there is

mention of advance payment USD 60,000/- out of Total Value of USD 5,50,000/- to be remitted before 15the December 2022. In the same invoice, the delivery location is mentioned as Jaipur International Airport. However, there was no proof of GST/IGST Charge paid by the seller. From the above, it appeared that:-

1. The seller is located in India
2. Place of supply is in India
3. This is B to B transaction
4. Clear information of receipt of sale proceeds.
5. Invoice raised in the month of December-2022.
6. No proof GST/IGST charge paid by the seller.

Therefore, the case was transferred to SIIB, Custom House, Mundra for further investigation.

3. Investigation:-

3.1 Based on the above intelligence, investigation was initiated by SIIB Mundra, The details mentioned in the Shipping Bill no. 7758345 dated 13.02.2023 **(RUD-2)** & export invoice No. FAPL/22-23/01 dated 02.02.2023 uploaded on e-sanchit are as following:

(a) Exporter Name: M/s Flyd Aerospares Private Limited (IE Code :AADCF5187F)
(b) CHA: ASR Logistics
(c) Consignee Name: Intercontinental Commercial, Aircraft, INC., 3907 N. federal HWY-150, Pompano Beach FL 33064, USA.
(d) Notify Other than Consignee : Trek Air BV, Beech Avenue 54, 1119 PW Schipol Rljk, The Netherland: Concern Person Name: Mr Michiel Kneefel, Email Id: trekair@gmail.com.
(e) FOB Amt: Rs. 4,42,11,478/-
(f) Net Wt: 2100 Kgs.
(g) Inv No. & date: FAPL/22-23/01 dated 02.02.2023
(h) Invoice Value: 5,55,000/- USD (CIF); Freight: 9,000/- USD; Insurance Amt: 516/- USD
(i) Item Description: VT-UDN Cessna Grand Caravan C208B 2013(Old and Used Aircrafts Parts)
(j) Declared CTH: 8802 30 00.
(k) Shipping Bill was filed as Free Shipping Bill.

3.2 Also from the documents submitted by the exporter it was observed that Last registered owner is M/s. Supreme Transport Organisation Pvt. Ltd. 5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri(Ast), Mumbai, Maharashtra, Inida-400059 i.e. EXP-2.

3.3 Further, it was observed that EXP-2 had imported the second hand condition aeroplane vide Manual Bill of Entry No. 001403 dtd. 26.05.2017(**RUD-3**) and sold the same cargo to M/s Trek Air BV, Netherlands vide invoice no. STOPL/AIRLINE/01/2022 dtd. 10.12.2022 amounting to USD 5,50,000/- out of this amount advance amount of USD. 60,000/- to be remitted before 15th December 2022 and delivery location is M/s. Supreme Transport organization Pvt. Ltd., Jaipur International Airport, Sanganer, Jaipur. From the commercial invoice raised by EXP-2, following points emerged:-

1. The seller is located in India
2. Place of supply is in India
3. This is B to B transaction
4. No Clear information of payment receipt of sale proceeds.
5. Invoice raised in the month of December-2022.
6. No proof GST/IGST charge paid by the seller.

and from the Copy of Aircraft Purchase Agreement (on As-Is Where-Is Basis) dated 20.07.2022 (**RUD-4**) between M/s TREK AIR BV, The Netherlands (Buyer) and EXP-2 (Seller). The delivery of aircraft by Seller to Buyer shall take place at JAIPUR. The Shipping and Insurance of airplane shall be borne by the Buyer.

3.4 Further, for the sale of aircraft M/s TREK AIR BV, the Netherlands(Seller) entered into Aircraft purchase Agreement**(RUD-5)** dtd: 20.07.2022 with M/s Intercontinental Commercial Aircraft Inc, Florida(Buyer) on As-Is Where-Is Basis. The Shipping and Insurance of airplane shall be borne by the Buyer. M/s TREK AIR BV, the Netherlands sold the above Aircraft at the price of USD 6,00,000/- to M/s Intercontinental Commercial Aircraft Inc, Florida to be delivered at JAIPUR.

3.5 Summons dated 06.04.2023 has been issued to EXP-1 regarding submission of documents in reference of shipping bill no. 7758345 dated 13.02.2023. In response to the summons an authorized person Shri Rawindra Pandey of EXP-1 presented in office on 06.04.2023 and submitted the following documents:-

(i) bank statements of M/s. Flyd Aerospares Pvt Ltd.

(ii) Copy of Aircraft Purchase Agreement between M/s Supreme Transport Organisation Pvt Ltd. and M/s TREK AIR BV, The Netherlands.

(iii) Copy of Invoice issued by the M/s TREK AIR BV, The Netherlands to M/s. Flyd Aerospares Pvt Ltd.

(iv) Copy of Aircraft Purchase Agreement between M/s TREK AIR BV and M/s Intercontinental Commercial Aircraft Inc, Florida.

(v) Copy of Invoice issued by the M/s. Flyd Aerospares Pvt Ltd., The Netherlands to M/s Intercontinental Commercial Aircraft Inc, Florida.

(vi) Copy of Certificate of De-registration dated 13.05.2022 issued by the Directorate of General of Civil Aviation issued in the name of Last registered Owner M/s Supreme Transport Organisation Pvt Ltd.

(vii) Copy of Shipping Bill No. 7758345 dtd. 13.02.2023 filed by M/s. Flyd Aerospares Pvt. Ltd.

3.6 Statement of Shri Rawindra Pandey was recorded on dtd. 06.04.2023(RUD-6), the statement reproduced hereunder:-

"This aircraft is sell by Supreme Transport Organisation Pvt Ltd, to intercontinental commercial aircraft inc. and agent is trek air and escrow is Powell. The aircraft was parked at Jaipur airport, at the time of loading the aircraft, there were some conflict happen with trek air and Supreme Transport Organisation Pvt Ltd, Supreme Transport Organisation Pvt Ltd, was not supporting them to load the aircraft and export the aircraft. Our company FLYD AEROSPARES PVT LTD was doing business with intercontinental commercial aircraft inc. in past so they approached us to arrange transportation and export the aircraft. We hired the container and helped them to load the aircraft in container and out of the Jaipur airport. The container reached Mundra port and them after advise by our cha he filled the shipping bill from our company name. For that we raise an invoice to intercontinental commercial aircraft inc (Invoice Number : FAPL/22-23/1 Date: 02/02/2023. & trekair B.V. raise an invoice to

FLYD AEROSPARES PVT LTD (Invoice No.23-1029 A Dtd. 27-01-2023). The both invoice have no money transaction. Our bank statement attached. same can be verified by the trek air. In addition of this we have attached the quote that we provide for our services to intercontinental commercial aircraft inc. We also attached airport entry passes of Mr. Rawindra pandey and two foreigners that was issued by BCAS for load the aircraft. Container booking copy and gate pass attached. Now between trek air and Supreme Transport Organisation Pvt Ltd, have sorted their issue and supreme is real exporter of aircraft and now he wants to export the aircraft. I am giving this statement without threat, fear, Coercion or in lieu of any undue favour. This is my true & voluntary statement. I have been made aware that giving false statement may be used against me."

3.7. From the above, it appears that M/s Intercontinental Commercial Aircraft, INC., USA deputed EXP-1 for export of said cargo. Therefore, EXP-1 had filed the Shipping Bill No. 7758345 dated 13.02.2023 and as the copy of the invoice was required for export, it appears that an invoice no. 23-1029A(RUD-7) was issued by M/s. TREK AIR BV to EXP-1 and in the same manner Export Invoice no. FAPL/22-23/01 dated 02.02.2023 (**RUD-8**) was issued by EXP-1 to M/s. Intercontinental Commercial Aircraft, INC. USA, **for export purpose only and no money transaction was involved in this case because this transaction was for only shipment of the present cargo only. The actual owner of the goods is M/s Supreme Transport Organisation Pvt Ltd. i.e. EXP-2.**

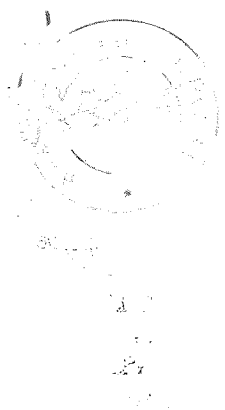
3.8. Further, EXP-2 vide letter dated nil (RUD-9) submitted that:-

(1) M/s. Flyd Aerospares Private Ltd., New Delhi filed Shipping Bill No. 7758345 dated 13.02.2023 for export of Parts of Damaged Aircraft Cessna Grand Caravan (Old & Used Aircrafts Parts) to M/s Intercontinental Commercial, Aircraft, INC. 3907 N. federal HWY-150, Pompano Beach FL 33064, USA which is now purged due to non-submission of some queries raised during assessment regarding GST and depreciation certificate.

(2) It is to bring your kind notice that the Aircraft which is to be exported to M/s. Intercontinental Commercial Aircraft, INC., USA is the actual buyer of the Aircraft. For the sale of the above Aircraft, an agreement on 20.07.2022 was entered between M/s TREK AIR BV, the Netherlands (Buyer) and M/s Supreme Transport Organisation Pvt. Ltd (Seller). M/s TREK AIR BV, the Netherlands is just a FAA(Federal Aviation Administration) Certified agent of M/s Intercontinental Commercial, Aircraft. INC, USA. Therefore, on the same date i.e on 20.07.2022 a sale agreement was also entered between M/s TREK AIR BV and M/s Intercontinental Commercial Aircraft, INC USA.

(3) The above Aircraft was sold to (on As-Is Where Is Basis) M/s Intercontinental Commercial Aircraft, INC. USA through agent M/s Trek Air BV for export to USA. Therefore, Aircraft was de-registered from by Directorate of General of Civil Aviation by Certificate of De-Registration dated 13.05.2022 and the condition of register of sale of the Aircraft with the International Registry after the filing of the FAA Bill of Sale. The FAA stands for Federal Aviation Administration (FAA) under United States Department of Transportation. It signifies that the above sale transaction was for export of our Parts of Damaged Aircraft Cessna Grand Caravan (Old & Used Aircrafts Parts).

(4) In the above agreement, the cost and arrangement of shipment from Jaipur to USA was to be borne by M/s Intercontinental Commercial Aircraft, INC., USA. That is why, we mentioned the delivery point at Jaipur in the Sale Agreement where the Aircraft was lying. Further, as



the cost and arrangement of shipment of the cargo was to be done by M/s Intercontinental Commercial Aircraft, INC. USA, they deputed M/s Flyd Aerospares Private Limited, New Delhi for export of above cargo to them. Therefore, M/s Flyd Aerospares Private Limited, New Delhi filed the Shipping Bill No. 7758145 dated 13.02.2023 and as the copy of invoice was required, an invoice was issued by M/s TREK AIR BV to M/s. Flyd Aerospares Private Limited, New Delhi and the Export Invoice was issued by M/s Flyd Aerospares Private Limited, New Delhi to M/s Intercontinental Commercial Aircraft. INC., USA for export purpose only and no money transaction was involved in this case because this transaction was for only shipment of the present cargo only.

(5) It appears that the Customs Department treating the above transaction between M/s Supreme Transport Organisation Pvt. Ltd. (Seller) M/s TREK AIR BV, the Netherlands as liable for GST as they are considering the same as domestic sale of Parts of Damaged Aircraft Cessna Grand Caravan (Old & Used Aircrafts Parts). However, the same was actually an export transaction.

(6) For the purpose of better understanding of the above transaction, we are updating the condition mentioned in the above agreement. However, as it will take time and detention and demurrage charges increasing day by day. We, M/s Supreme Transport Organisation Pvt. Ltd., wants to file the free Shipping Bill without any export benefit and request your good office to consider our request to export the above cargo of Aircraft on Provisional Basis. Further, we undertake to co-operate in any inquiry and agree to pay duty, fine and penalty, if any arise on conclusion of the present inquiry to be taken by your good office or the GST department. However, we have the view that this is just a technical issue and no liability of any taxation will arise.

3.9. Further, EXP-2 filed the free shipping bill no. 9651955 dated 29.04.2023 (RUD-10) for export of Damaged Aircraft Cessna Grand Caravan (Old & Used Aircrafts Parts) without any export benefit and requested to consider their request to export the said cargo on provisional basis. EXP-2 also submitted the invoice no. STOPL/AIRLINE/01/2023 dtd. 05.04.2023(RUD-11) issued to M/s. Intercontinental Commercial Aircraft, Inc., USA by them. From the above, it appears that the actual owner of the Damaged Aircraft Cessna Grand Caravan (Old & Used Aircrafts Parts) is EXP-2.

3.10 Further, this office has examined the cargo in presence of Shri Rajendra Singh Rao, F-Card Holder bearing No. 1681/2021 of CHA M/s. ASR Logisitics (India) Pvt. Ltd., Shri Rajbeer Singh, Operation Manager, M/s Mundhra CFS Ltd., Mundra and empanelled chartered engineer Shri Tushar Zankat on 01.05.2023. the cargo was placed in Mundra CFS. The goods were stuffed in Container No. HLBU1440101 which is an Aircraft in damaged and semi-knock down condition and without engine having marking of as "VT-UDN". F-card holder, Shri Rajendra Singh Rao informed that the aircraft has been stuffed by the experts and not in a position to de-stuff completely. The officer and Shri Tushar Zankat, empanelled Chartered Engineer entered into the containers by the space available in the sides of the container and examined the same.

3.11 Summons to EXP-2 and CHA M/s ASR Logistics (India) Pvt. Ltd. issued on 01.05.2023. The Statement of Shri Rajendra Singh Rao, Director of M/s ASR Logistics (India) Pvt. Ltd. was recorded on dated 01.05.2023 (RUD-12). The same is reproduced hereunder:-

"Q.01: Please introduces yourself.
Ans.: My name is Rajendra Singh Rao, S/o Shri Sukhdev Singh, Aged 51 years. I am the Director of M/s ASR Logistics India Pvt. Ltd., Mundra. My contact No. is

M/s Supreme Transport Organisation Pvt. Ltd. and M/s TREK AIR BV is concerned, it is informed by M/s Supreme Transport Organisation Pvt. Ltd. that they are amending the above agreement as the above damaged aircraft was ultimately meant for export.

Q.5: Kindly peruse new Shipping Bill No.9651955 dated 29.04.2023 filed by you on behalf of M/s. Supreme Transport Organization Private Limited for export of VT-UDN Cessna Grand Caravan C208D 2013 (old & used Aircraft Parts) and inform how the Shipping Bill is filed by M/s. Supreme Transport Organization Private Limited for the present cargo whereas earlier you have filed Shipping Bill No.7758345 dated 13.02.2023 on behalf of the Exporter M/s Flyd Aerospares Private Limited for the same cargo.
Ans.: I perused new Shipping Bill No.9651955 dated 29.04.2023 filed by us on behalf of M/s Supreme Transport Organization Private Limited for export of VT-UDN Cessna Grand Caravan C208D 2013 (old & used Aircraft Parts) and put my dated signature on it in token of having seen the same and state that the present cargo was sold by M/s Supreme Transport Organization Private Limited to M/s Trek Air BV and ultimately the consignee is M/s Intercontinental Commercial Aircraft, INC., USA. Therefore, now Shipping Bill No.9651955 dated 29.04.2023 filed by us on behalf of M/s Supreme Transport Organization Private Limited mentioning consignee as M/s Intercontinental Commercial Aircraft, INC., USA and buyer as M/s Trek Air BV, The Netherlands.

Q.6: Pleas offer your comments regarding GST liability on the transaction between M/s Supreme Transport Organization Private Limited and M/s Trek Air BV, The Netherlands as the point of delivery is Jaipur i.e. within taxable territory of India.
Ans.: I state that the sale of above damaged aircraft was for the purpose export to M/s Intercontinental Commercial Aircraft, INC., USA through M/s Trek Air BV, The Netherlands and M/s Supreme Transport Organization Private Limited are amending the agreement of sale accordingly now. It is informed by M/s Supreme Transport Organization Private Limited that it is a technical issue and there was no evasion of GST liability.

Q.7: Kindly peruse Examination Report dated 01.05.2023 and Seizure Memo dated 01.05.2023 for seizure of damaged VT-UDN Cessna Grand Caravan C208D 2013 (old & used Aircraft Parts) as M/s Flyd Aerospares Private Limited was not the actual owner of the present cargo and they submitted fake invoices without any money transaction. However, the actual seller of the cargo appears to be M/s Supreme Transport Organisation Pvt. Ltd. Therefore, they contravened the provisions of Section 111 of the Customs Act, 1962 and hence, the present cargo i.e. Damaged Aircraft VT-UDN Cessna Grand Caravan (Old & Used Aircrafts Parts) is liable for seizure under Section 110 of the Customs Act, 1962 and offer your comments.
Ans.: I peruse the Examination Report dated dated 01.05.2023 and Seizure Memo dated 01.05.2023 for seizure of damaged VT-UDN Cessna Grand Caravan C208D 2013 (old & used Aircraft Parts) and put my dated signature on it in token of having seen and being agree with the same.

Q.8: Do you want to add anything else in your above statement.
Ans. I want to state that M/s Supreme Transport Organisation Pvt. Ltd. are updating the condition mentioned in the above agreement. However, as it will take time and detention and demurrage charges increasing day by day and M/s Supreme Transport Organisation Pvt. Ltd. filed the free Shipping Bill without any export benefit and request your good office to consider their request to export the above cargo of Aircraft on Provisional Basis. Further, we and M/s Supreme Transport Organisation Pvt. Ltd. undertake to co-operate in any inquiry and agree to pay duty, fine and penalty, if any arise on conclusion of the present inquiry to be taken by your good office or the GST department."

3.12 Shri Tushar Zankat empanelled chartered engineer submitted their CE report dated 01.05.2023 (RUD-13) the observation & valuation points are as follows:-

(i) The cargo consists of old and used parts of aircraft model VT-UDN Cessna Grand Caravan C208b 2013 in a semi dismantled condition consists of Fuselage, wings, horizontal stabilizer, vertical stabilizer, Assembly main landing gear, wheels, Nose landing gear, Up cowling, Lower cowling damaged, seats, set of fairings, RADAR, Cargo pod, Air condition compressor, Fuel flow sensor and set of engine accessories. But the engine was not available at the time of our inspection.

(ii) Based on our visual observations, the cargo was found as used and not reconditioned. After proper reconditioning, it will attain a useful life.

(iii) As per the current market details gathered and the valuation performed by the best of my knowledge, the declared invoice value of the cargo USD 5,55,000/- looks fair and reasonable.

3.13 From the above discussion, it is clear that EXP-1 was not the actual owner of the goods filed in Shipping Bill No. 7758345 dtd. 13.02.2023, the cargo was seized under seizure memo dated 01.05.2023(RUD-14) and handed over to CFS representative under Supratnama dated 01.05.2023.

3.14 Further, EXP-2 in response to summons dtd. 01.05.2023, vide their letter dated nil (RUD-15) submitted the copy of manual bill of entry, TR-6 challan & demand draft evidencing the payment in respect of the import of the present aircraft. EXP-2 submitted "Bond for Provisional Release"(RUD-16) and also submitting an undertaking that the ownership of the aircraft since date of import has been with them only and they are ready to pay any duty, fine & penalty if any arise. Also requested to release the cargo on provisional basis, based on their request, and after approval by competent authority, this office has written a letter dated 11.05.2023 to the Deputy Commissioner (Export) for assessing the shipping bill no. 9651955 dated 29.04.2023 and allow the export on provisional basis. Further, EXP-2 vide letter dated 15.05.2023 (RUD-17) requested for waiver of CFS and line charges for SB no. 9651955 dated 29.04.2023.

3.15 This office has received an email dated 18.05.2023 at 08:51 AM (RUD-18) [After 07 days of the issued letter dated 11.05.2023 for provisional release of the cargo] from EXP-2 wherein they informed that sale of Damaged Aircraft is unauthorized, under email stated that Mr. Ammeet Agarwal who is one of Directors of this company but not a shareholder of the company has engaged in unauthorized activities and sold an aircraft despite a clear order from the NCLT Court. The NCLT court, in its order dtd. 05.12.2022, specifically stated that no assets of the company should be sold. The relevant extract of NCLT order dated 05.12.2022 (Name of Parties: Supreme Transport Organisation Pvt. Ltd. VS Satish Kishanlal Agarwal)(RUD-19) is reproduced hereunder:-

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....directed to maintain *status quo*(as on today) till the next date of hearing.

Considering the seriousness of the matter, they requested to this office for co-operation and hold the shipment of sold aircraft until the pending litigation is resolved and court provides further, in this matter. In continuation, an email dated 18.05.2023 at 01:56 PM (RUD-20) received from the advocate of Shri Vimal Kumar Agarwal, Director & Shareholder of M/s Supreme Transport Organisation Pvt. Ltd. under which informed that Mr. Vimal Agarwal & Mr. Girish Agarwal are the directors & shareholders of the company, and they approached the NCLT Mumbai Bench as applicants and filed a contempt petition No. 04/2023 against Mr. Kamal N. Agarwal, Mr. Ammeet Kamal Agarwal and Mr. Akash Kamal Agarwal for disobeying the order no. 05.12.2022 of the Hon'ble Tribunal wherein, it is specifically stated that no assets of the company should be sold. The contempt petition no. 04/2023 was listed before

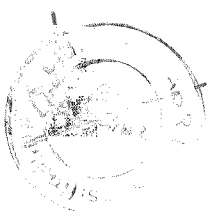
3. Mr. Ammeet Agarwal, Director,
M/s Supreme Transport Organisation Pvt. Ltd.
5B 34, Akshay Mittal Industrial Estate,
MV Road, Andheri East, Mumbai-400059.

4. M/s ASR Logistics (India) Pvt. Ltd.,
204, Nilesh Honors Co-operative Society,
Gandhidham-370201.

5. Shri Prahant Jain CA, Interim Resolution Professional
In the matter of M/s Supreme Transport Organisation Pvt. Ltd.
Registration No. IBBI/IPA-001/IP-P01368/2018-2019/12131
Correspondence address: B610, BSEL Tech Park, Sector 30A, Opposite Vashi Raiway Station, Vashi, Navi Mumbai-400703.
Registered email id: ipprashantjain@gmail.com,
supremetransportorg.cirp@gmail.com

Copy to:-

i. The Addl. Commissioner (Adjudication), Customs House, Mundra.
ii. Guard file/Office Copy.



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OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS
CUSTOM HOUSE, MUNDRA, KUTCH
MUNDRA PORT & SPL ECONOMIC ZONE, MUNDRA-370421
Phone No. 02838-271029/423 FAX No. 02838-271425
Email : adj-mundra@gov.in, adjmundra@gmail.com

F. No. GEN/ADJ/ADC/405/2024-ADJN Date: 09.07.2024
DIN: 20240771MO0000333C43

2872

To,

1. M/s. Flyd Aerospace Private Limited,
H. No. 8/9, Mehram Nagar, New Delhi-110037.

2. Supreme Transport Organization Pvt. Ltd.
5B 34, Akshay Mittal Industrial Estate, MV Road,
Andheri East, Mumbai-400059.

3. Shri Ammet Agarwal, Director,
Supreme Transport Organization Pvt. Ltd.
5B 34, Akshay Mittal Industrial Estate, MV Road,
Andheri East, Mumbai-400059.

4. M/s. ASR Logistics (india) Pvt. Ltd.,
204, Nilesh Honours Co-operative Society,
Gandhidham-370201.

5. Shri Prashant Jain CA, Interim Resolution Professional,
B610, BSEL Tech Park, Sector 30A,
Opposite Vashi Railway Station, Vashi, Navi Mumbai-400703.

Gentleman,

Subject: Fixation of Personal Hearing in the Show Cause Notice No. CUS/ASS/MISC/137/2024-EA-O/o Pr Commr-Cus-Mundra Dated 29.01.2024 issued by the Additional Commissioner, Customs, Mundra.

Kindly refer to the show cause Notice No. CUS/ASS/MISC/137/2024-EA-O/o Pr Commr-Cus-Mundra Dated 29.01.2024 issued by Additional Commissioner, Customs, Mundra.

2. Now, the undersigned has been directed to inform you that the Additional Commissioner, Customs, Mundra having her office at 1st Floor, 5B, Port User Building, Custom House, Mundra Port, Mundra, has fixed the date of Personal Hearing in the captioned subject / case on **22.07.2024 at 03:30 PM**.

3. You are therefore requested to remain present before the Adjudicating Authority at the stipulated date and time please.

4. Further, it is requested that, if possible make it convenient for defence submission (if not made earlier OR wants to make further additional submission in the defence) before the date of Personal Hearing; in case if the authorized person is attending, kindly ensure that they appeared with due prescribed authorization and produce the same before commencement of the Hearing.

Yours truly,

(Saurabh Deep Srivastava)
Appraiser
Adjudication section,
Customs House, Mundra

OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS
CUSTOM HOUSE, MUNDRA, KUTCH
MUNDRA PORT & SPL ECONOMIC ZONE, MUNDRA-370421
Phone No. 02838-271029/423 FAX No. 02838-271425
Email : adj-mundra@gov.in, *adjmundra@gmail.com*

F. No. GEN/ADJ/ABC/405/2024-ADJN Date: 09.07.2024
DIN: 20240771MO0000333C43

To,

1. M/s. Flyd Aerospace Private Limited,
H. No. 8/9, Mehram Nagar, New Delhi-110037.

2. Supreme Transport Organization Pvt. Ltd.
5B 34, Akshay Mittal Industrial Estate, MV Road,
Andheri East, Mumbai-400059.

3. Shri Ammet Agarwal, Director,
Supreme Transport Organization Pvt. Ltd.
5B 34, Akshay Mittal Industrial Estate, MV Road,
Andheri East, Mumbai-400059.

4. M/s. ASR Logistics (India) Pvt. Ltd.,
204, Nilesh Honours Co-operative Society,
Gandhidham-370201

5. Shri Prashant Jain CA, Interim Resolution Professional,
601A, BSEL Tech Park, Sector 30A,
Opposite Vashi Railway Station, Vashi, Navi Mumbai-400703.

Gentleman,

Subject: Fixation of Personal Hearing in the Show Cause Notice No. CUS/ASS/MISC/137/2024-EA-O/o Pr Commr-Cus-Mundra Dated 29.01.2024 issued by the Additional Commissioner, Customs, Mundra.

Kindly refer to the show cause Notice No. CUS/ASS/MISC/137/2024-EA-O/o Pr Commr-Cus-Mundra Dated 29.01.2024 issued by Additional Commissioner, Customs, Mundra.

2. Now, the undersigned has been directed to inform you that the Additional Commissioner, Customs, Mundra having her office at 1st Floor, 5E, Port User Building, Custom House, Mundra Port, Mundra, has fixed the date of Personal Hearing in the captioned subject / case on 22.07.2024 at 03:30 PM.

3. You are therefore requested to remain present before the Adjudicating Authority at the stipulated date and time please.

4. Further it is requested that, if possible make it convenient for defence submission (if not made earlier OR wants to make further additional submission in the defence) before the date of Personal Hearing. In case if the authorized person is attending, kindly ensure that they appeared with due prescribed authorization and produce the same before commencement of the Hearing.

Yours truly,

(Saumya Deep Srivastava)
Appraiser
Adjudication section,
Customs House, Mundra.

CIN No.: U63040DL2020PTC371472
GST No.: 07AAGCE1363H1ZS
PAN : AAGCE1363H

EMIRATES
Ocean Express Ship Pvt. Ltd.

Address: A-158-4 , 1st FLOOR, KONDLI, MAYUR VIHAR, NEW DELHI-110096

KYC FORMAT - PIL MUMBAI PVT LTD

1. Name of Company : EMIRATES OCEAN EXPRESS SHIP PVT. LTD.
2. Year of Establishment : 2020
3. Nature of Company Ownership : Private Ltd.
4. Name of the Promoters / Directors : NEELAM JHA & RUPA KUMARI
5. Address for Communication : A-Block, 1st Floor, Kondli , Mayur Vihar , Phase-3, New Delhi - 110096, India
6. Contacts:
   - Telephone Numbers : +91-11- 22241004
   - Mobile Numbers : +91 9650663996
   - Fax Numbers : N/A
   - Email : export@emiratess
   - Website : www.emiratesshi
7. IEC Code : N/A
8. Number of Offices / Manufacturing Units : NEW DE
   KOLKATA * CHENNAI * COCHIN
9. Monthly Volumes handled (in TEUs) IMPORT :
   EXPORT :
10. Commodities handled : Auto Parts , Machines , Th
11. Permanent Account Number (PAN) : AAGCE13
12. Tax Deduction Account Number (TAN)
13. GST Code Number : 07AAGCE1363H1

Emirates Ocean Express Ship Pvt. Ltd. New Delhi

ASR Logistics (India) Pvt. Ltd.

CIN No.: U63040DL2020PTC371472
GST No.: 07AAGCE1363H1ZS
PAN : AAGCE1363H

EMIRATES
Ocean Express Ship Pvt. Ltd.

Address: A–158-4 , 1st FLOOR, KONDLI, MAYUR VIHAR, NEW DELHI-110096

14. GST Registration Number : 07AAGCE1363H1ZS

15. Name of Bankers (currently used) : Kotak Mahindra Bank

Account No: 5245100751

IFSC Code: KKBK0000218

I undertake that all the information given above is true.

Declaration/Undertaking:

I/We hereby declare that copies of documents and the details furnished above are true and Correct to the best of my/our knowledge and belief and I/We undertake to inform you of any Changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am /we are aware that I /we may be held liable for any claims,

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Emirates Ocean Express Ship Pvt. Ltd. New Delhi

sshippings.com
sshippings.com
Logistics Solutions

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAGCE1363H

नाम / Name
EMIRATES OCEAN EXPRESS SHIP PRIVATE LIMITED

निगमन/गठन की तारीख
Date of Incorporation/Formation
13/10/2020

Fold

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं:
आयकर पैन सेवा इकाई, एन एस डी एल
5 वीं मंजिल, मंत्री स्टर्लिंग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कालोनी, दीप बंगला चौक के पास,
पुणे - 411 016.

If this card is lost / someone's lost card is found, please inform / return to :

Income Tax PAN Services Unit, NSDL
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

Emirates Internal Oral Shipping
New Delhi

ASR Logistics (India) Pvt. Ltd.

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(Amended)

सत्यमेव जयते

Government of India

Form GST REG-06

[See Rule 10(1)]

Registration Certificate

Registration Number :07AAGCE1363H1ZS

1.	Legal Name	EMIRATES OCEAN EXPRESS SHIP PRIVATE LIMITED			
2.	Trade Name, if any	EMIRATES OCEAN EXPRESS SHIP PRIVATE LIMITED			
3.	Constitution of Business	Private Limited Company			
4.	Address of Principal Place of Business	FIRST FLOOR, A-158/4, HARIJAN BASTI, KONDLI, East Delhi, Delhi, 110096			
5.	Date of Liability				
6.	Date of Validity	From	05/11/2020	To	Not Applicable
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority	Centre Goods and Services Tax Act, 2017			
Signature					

Name	Maneesh Kalra
Designation	Superintendent
Jurisdictional Office	Ward 101
9. Date of issue of Certificate	09/09/2021
Note: The registration certificate is required to be prominently displayed at all places of Business/Office(s) in the State.	

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on 09/09/2021 by the jurisdictional authority.

सत्यमेव जयते

Annexure A

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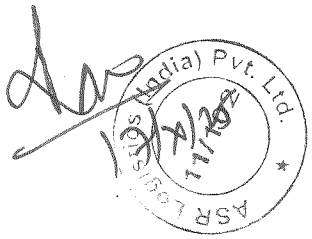
Details of Additional Place of Business(s)

GSTIN	07AAGCE1363H1ZS
Legal Name	EMIRATES OCEAN EXPRESS SHIP PRIVATE LIMITED
Trade Name, if any	EMIRATES OCEAN EXPRESS SHIP PRIVATE LIMITED

Total Number of Additional Places of Business(s) in the State 0



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सत्यमेव जयते

Annexure B

GSTIN	07AAGCE1363H1ZS
Legal Name	EMIRATES OCEAN EXPRESS SHIP PRIVATE LIMITED
Trade Name, if any	EMIRATES OCEAN EXPRESS SHIP PRIVATE LIMITED

Details of Managing / Whole-time Directors and Key Managerial Persons

1

Name	RUPA KUMARI
Designation/Status	DIRECTOR
Resident of State	Delhi

2

Name	NEELAM JHA
Designation/Status	DIRECTOR
Resident of State	Haryana

आयकर विभाग भारत सरकार

INCOME TAX DEPARTMENT GOVT. OF INDIA

सत्यमेव जयते

Oct 13, 2020

Ref.No.: 88305913537424/TAN/NEW

TO,

EMIRATES OCEAN EXPRESS SHIP PRIVATE LIMITED
A-158/4, 1ST FLOOR

HARIJAN BASTI, KONDLI
DELHI, EAST DELHI-110096
DELHI

Sir/Madam,

Sub : Allotment of Tax Deduction Account Number (TAN) as per Income Tax Act,1961

Kindly refer to your application (Form 49B) dated Oct 13, 2020 for the allotment of Tax Deduction Account Number.

In this connection, the following TAN has been issued to you/your organisation:

DELE15328F

Please quote the same in all TDS challans,TDS Certificates,TDS returns,Tax Collection at Source(TCS) returns as well as other documents pertaining to such transactions.

Quoting of TAN on all TDS returns and challans for payment of TDS is necessary to ensure credit of TDS paid by you and faster processing of TDS returns.

The above TAN should also be used as Tax Collections at Source Account Number under section 206CA.

Kindly note that it is mandatory to quote TAN while furnishing TDS returns, including e-TDS returns. e-TDS returns will not be accepted if TAN is not quoted.

This supersedes all the Tax Deduction / Collection Account Number, alloted to you earlier.

Income Tax Department

Caution : Income Tax Department does not send e-mails regarding refunds and does not seek any taxpayer information like username, password, details of ATM, bank accounts, credit cards, etc. Taxpayers are advised not to part with such information on the basis of emails.

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BSES Yamuna Power Limited

Vaccine + Mask + Washing hands + Social Distancing = Victory over Covid

EBILL Customer

Bill of Supply for Electricity

Due Date(देय तिथि): ---

Name	: Mr. ABHISHEK RANJAN	Sanctioned Load	: 2.00 (kW)	CA No.	: 152188565
Billing Address	: S/O RAVINDER KUMAR A-158/4 F/FLOOR HARIJAN BASTI KONDLI DELHI 110096	Contract Demand	:	Energisation Date	: 31-05-2017
		M D I	: 0.58 (kW)	Meter Type	: 1PSK
		Power Factor	: 1.000	Supply Type	: LT
		Pole No.	: VSEPC908S1	Bill No.	: 100306417904
		Walking Sequence	: HBK040427A0AB	Bill Basis	: Actual
		Cycle No.	: 23	O.D. No.	: Y/21/11249478097
		Tariff Category	: Domestic [Residential]	CCTV Tagged	: No
				Street Light Tagged	: No
Mobile / Tel. No.	: 9650663996			Wi-Fi Tagged	: No
Email ID	:				
District / Division	: Vasundhra Enclave				
Meter Reading Status	: DL				
Bill Month	: SEP-21				
Bill Date	: 16-09-2021				

Customer Care Centre No.(ग्राहक सेवा केन्द्र का नंबर) 011-39999808 19122

Meter No. (मीटर सं.)	Unit (यूनिट)	Billed Consumption (Current)		Billed Consumption (Previous)		Multiplication Factor (गुणांक)	Current Consumption(वर्तमान खपत)	
		Date of Meter Reading (मीटर रीडिंग की तिथि)	Reading (रीडिंग)	Date of Meter Reading (मीटर रीडिंग की तिथि)	Reading (रीडिंग)		Days (दिन)	Unit (यूनिट)
25326109	KWH	13-09-2021	10993.00	09-08-2021	10885.00	1.00	35	108.00
25326109	KW	13-09-2021	0.58	09-08-2021		1.00		0.58

Billing Details(बिल का विवरण)

Current Period Charges (वर्तमान अवधि का शुल्क) (10-08-2021 to 13-09-2021)

Fixed Charge="A" ₹ (स्थायी शुल्क)	Consumption Measured During (खपत अवधि माप)	Energy Units Consumed / Billed (खपत /बिल में शामिल विद्युत यूनिट)	Slabwise Energy Charge (स्लैब आधारित विद्युत शुल्क) Units Rate ₹ (यूनिट दर)	Amount = "B" ₹ (राशि)	Slab-wise Power Purchase Adjustment Charge (स्लैब आधारित विद्युत क्रय समंजन शुल्क) PPAC % on B (B पर पीपीएसी प्रतिशत)	PPAC Amount = "C" ₹ (पीपीएसी राशि)	Time of Day (TOD) Charge टॉइम ऑफ़ दे (टीओडी) शुल्क TOD % on "B" (B पर टीओडी प्रतिशत)	TOD Surcharge/ Rebate Amount = "D" ₹ टीओडी अधिभार/छूट राशि	Surcharge @ 8% on (Energy Charge + Fixed Charge - Rebate) = "E" ₹ (विद्युत शुल्क + स्थायी शुल्क - छूट, पर 8% अधिभार)	Electricity Tax @ 5% on Energy charges and the Energy charge Component of PPAC, RA Surcharge, TOD Surcharge / Rebate = "H" ₹ (विद्युत कर @5% ऊर्जा शुल्क और पीपीएसी, आरए सरचार्ज, टीओडी अधिभार/छूट का ऊर्जा प्रभार घटक)	Total Amount (J = A+B+C+D+E+F+G+H+I) ₹ (कुल राशि)
45.72		15.00	3.00	45.00	13.50	6.08			29.58	20.06	496.29
1.14 Mth(s)		93.00	3.00	279.00	16.18	45.14			Pension Surcharge @ 5% on (Energy Charges + Fixed Charge - Rebate) = "F" ₹		
PPAC on Fixed Charge = "G" ₹									18.49		
7.22									TCS Amount ₹ "I" Base Amt. / Surcharge		
CCTV Units											
0.00									CCTV Bill Amount		
Street Light Units									0.00		
									Street Light Points (W)		
Wi-Fi Units									10W / 20W / 40W		
	Total Units = 108		Total (B)= 324.00		Total (C)=51.22		Total (D)=				

Past Dues / Refunds / Subsidy (पिछला बकाया/वापसी/सब्सिडी)

Arrears / Refunds(बकाया/वापसी) Amount (राशि)	Period to which it relates (जिस अवधि से संबद्ध है)	Late Payment Surcharge (LPSC) (देरी से भुगतान पर अधिभार)	Other Charges, if any* (अन्य शुल्क, यदि हो तो)	Total Charges Payable (कुल देय शुल्क)	Rebate / Subsidy* (छूट/सब्सिडी)	Net Amount Payable (कुल देय राशि)
(1768.71)		36.66		(1235.76)	/(496.29)	(1732.05)

Amount not immediately payable, if any. (राशि जो तुरंत देय नहीं है, यदि हो तो)		BG Security Deposit	₹
₹		BG Expiry Date	
Service line cum Development Charges paid (भुगतान किया गया सर्विसलाईन एवं डेव्लपमेंट शुल्क)	₹ 3000.00	Cash Security Deposit	₹ 1200.00
Interest accrued for FY 2020-21, already adjusted in bill No. 100995378645 (generated for the period 21-03-2021 to 16-04-2021)			₹ (93.00)
Interest for FY 2021-22 will be adjusted in your first bill to be generated in FY 2022-23			

Bill Amount Payable (बिल देय राशि)

₹

Due Date of Payment (भुगतान देय तिथि) ---

If payment is made after the due date, LPSC for the delay, shall be charged in the next bill. (नियत तिथि के बाद भुगतान करने पर इस विलंब हेतु अगले बिल में एलपीएससी जोड़ दिया जाएगा.)

Last payment ₹ 1500.00 received on 05-06-2020. Payment accounted upto 13-09-2021. The connection shall be liable for disconnection on non-payment of all dues (including arrears of previous bill(s) by due date, after notice as per Section 56(1) of the Electricity Act, 2003.

"LET'S MOVE TO ELECTRIC VEHICLES FOR BETTER TOMORROW (अच्छे भविष्य के लिए विद्युत वाहन की तरफ बढ़ाव करें)"

IMPORTANT MESSAGE (महत्वपूर्ण सूचना)

GoNCTD vide Order No. F.11(111)/2012/Power/Vol-III/1417-1427 dated 20.04.2020 has extended subsidy to domestic consumers w.e.f. 01.04.2020 of entire bill amount upto 200 Units/month. Slab 201-400 Units/month will get subsidy upto Rs.800/month.No subsidy for consumption above 400 Units/month. Power Purchase Adjustment Charge (PPAC) @ 16.18% has been levied on energy & fixed charge w.e.f 15.08.2021. CCTV Bill amount include Energy,RA,PPAC,PTC and Electricity Tax on CCTV consumption. In case any variation in SLD charges noted, consumer may visit divisional office for requisite correction. Pension Surcharge @ 5.00% has been levied on energy & fixed charge w.e.f. 01.09.2020. The amount of Security Deposit against your connection is mentioned herewith under the heading "Security Deposit with DISCOM". Please check this amount and report any discrepancy by furnishing documentary proof in that regard available with you, at the customer care centre of respective division office. Anyone t

(This bill is computer generated, hence does not require any signature.)

Keep your CA No. handy while calling BSES helpline. (Unless you are using BSES online services)

SLCC 39612165

ELECTRICITY BILL

BSES

Payment slip

- Make your cheque/DD payable to BYPL CA No. 152188565
- Cheque should not be post dated.
- Write your telephone number on backside of the cheque.

BSES Yamuna Power Limited

- Cheque should be account payee and payable at Delhi.
- Do not staple. only clip the cheque to payment slip.

Bill amount payable : ₹
Cheque/DD No.:

Bill month: SEP-21
Date: .....

SLCC 39612165

Tariff structure

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Revised Energy Charges Applicable From 01 September, 2020

Categories	Description	Energy Charge: Fixed/Demand Charge Load(kW)	Fixed/Demand Charge (₹/month)	Energy Charge: 0 - 200 Units	201 - 400 Units	401-800 Units	801-1200 Units	Above 1200 Units
Domestic	Individual connections: Domestic Light / Mixed Domestic Power, Farm House upto 21kW	Upto 2kW >2kW to 5kW >5kW to 15kW >15kW to 25kW >25kW	20/kW/mth 50/kW/mth 100/kW/mth 200/kW/mth 250/kW/mth	₹ 3.00	₹ 4.50	₹ 6.50	₹ 7.00	₹ 8.00
	Single point supply at 11kV for GHS - Domestic Lighting / Fan and Power	150/kW/mth		₹ 4.50/kWh				
Non-Domestic	Shopkeepers	Upto 3kVA	250 kVA/mth	₹ 6.00/kVAh				
	Other Non-Domestic	>3kVA		₹ 8.50/kVAh				
Industrial	Industrial	250/kVA/mth		₹ 7.75/kVAh				

Categories	Description	Energy Charge: Fixed/Demand Charge (₹/month)	Energy Charge
Agriculture	Agriculture	125/kW/mth	₹ 1.50/kWh
Mushroom	Mushroom Cultivation upto 100 kW	200/kW/mth	₹ 3.50/kWh
Public Utility	Delhi Jal Board, DMRC, Public Lighting etc.	250/kVA/mth	₹ 6.25/kVAh
Delhi International Airport Limited (DIAL)		250/kVA/mth	₹ 7.75/kVAh
Advertisements and Hoardings		250/kVA/mth	₹ 8.50/kVAh
Charging Stations for E-Rickshaw/ E-Vehicle on Single Point Delivery		LT	₹ 4.50/kWh
		HT	₹ 4.00/kVAh

Schedule of Time of Day (TOD) Tariff

Month	Peak hours	Surcharge on Energy Charges	Off-Peak hours	Rebate on Energy Charges
May-September	1400-1700 hrs and 2200-0100 hrs	20%	0400-1000 hrs	20%

For other than peak & off-peak hours normal energy charges are applicable. Mandatory for >10kW / 11kVA other than Domestic. Optional for 3 Phase Domestic Consumers.

Consumption History (खपत का विवरण) :

Period From	Period To	No. of Days	Units (kwh/kvah)	Total Bill Payable	Bill Basis
11-07-2021	09-08-2021	30	83	(1732.05)	Actual
11-06-2021	10-07-2021	30	58	(1732.05)	Actual
14-05-2021	10-06-2021	28	140	(1732.05)	Actual
21-03-2021	16-04-2021	27	42	(1663.80)	Actual
17-02-2021	20-03-2021	32	45	(1570.80)	Actual
16-01-2021	16-02-2021	32	85	(1570.80)	Actual

Paying your electricity bill (Bill payment Information)

Payment Options

1. You can pay your bill by cash/ cheque/DD Pay Order up to ₹4000/- and for amount more than ₹4000/- by cheque/DD/ Pay Order.
2. Drop your cheque in our drop boxes at various shopping complexes, RWA offices or Counters/Kiosks. The list of drop boxes is available on the website.

Points to remember while paying your bill

1. Please pay your electricity bill only on obtaining computer generated bill.
2. Do not make payment to unauthorized agencies/touts.
3. In case your cheque is returned unpaid / dishonored by bank, cheque return charges (presently Rs 200/-) will be imposed and action will be taken under Section 138 of the Negotiable Instruments Act 1881.
4. In case a consumer's cheque is dishonoured for the second time within the next three months; DERC directive 6.21 stipulates that the future payments are to be received only by DD up to a period of next six months.

Consumer Grievance Redressal Mechanism / शिकायत का पंजीकरण एवं वर्तमान स्थिति

For any query/ complaint, you may contact us using any of the following touch points / आप किसी भी निवेदन / पूछताछ / शिकायत के लिए नीचे दिए गए विकल्पों में से किसी का चयन करके हमसे सम्पर्क कर सकते है –

a. 24 Hrs Call Center / सम्पर्क केन्द्र No. 011-39999808
b. Customer Care Centres / ग्राहक सेवा केन्द्र (Mon-Fri 09:30 AM to 05:30 PM & Sat - 09:30 AM to 01:00 PM)
c. Online through Complaint section on BSES Web site www.bsesdelhi.com or e-mail at bypl.customercare@relianceada.com or BSES Mobi App
d. To report Harassment, Unethical Practice or corruption related complaints, e-mail at / उत्पीडन अनैतिक व्यवहार और भ्रष्टाचार शिकायत के लिए 8010930719 पर सम्पर्क कर सकते है or write to bypl.vigilance@relianceada.com
e. To report theft WhatsApp / चोरी सम्बधी सूचना के लिए वॉट्सऐप @ 8588892156

Complaint Management: Three Tier Grievance Redressal Structure

TIER – I (BYPL Complaint Escalation & Redressal Structure)

If not satisfied with the resolution received, you may visit the Customer Care Center and meet the following officials with complete details

Level 1 – Customer Care Officer (CCO) / ग्राहक सम्पर्क अधिकारी

Level 2 – Business Manager (BM) / शाखा प्रबंधक

Level 3 – Circle Head (with prior appointment through Customer Care Officer/ Business Manager) / सर्किल प्रबंधक (ग्राहक सम्पर्क अधिकारी के माध्यम से पूर्व अनुमति प्राप्त करें)

If still not satisfied with the resolution, you may write at (यदि फिर भी आप अपने किसी भी निवेदन / शिकायत के समाधान से संतुष्ट नही है तो आप लिख सकते है)

Level 4 – Head, Customer Services / मुख्यअधिकारी (ग्राहक उपभोक्ता)

Head, Customer Care, BSES Yamuna Power Limited, Corporate Annexe Building, CBD-3, Karkardooma, Delhi-110032

TIER – II (Independent Forum – CGRF)

If you are still not satisfied with the resolution/ response provided by BYPL, you may approach **Consumer Grievance Redressal Forum** (CGRF), Sub-Station Building, Adj to BYPL Head Office, Near Karkardooma Courts, Karkardooma, Delhi - 110032. Tel: 8010939760, E- Mail : cgrfbypl@hotmail.com

Note : CGRF shall not entertain a complaint if it pertains to the subject matter for which proceedings are pending before any court. Further, CGRF does not have jurisdiction to adjudicate on matters related to assessment in relation to unauthorized use of electricity, Appeal against the assessment, Theft of Electricity, Power to adjudicate, Compounding of offences, Notice of accidents and inquiries etc. which fall u/s 126,127,135 to 140,143,152 & 161 of Electricity Act, 2003.

TIER – III (Independent Forum – Electricity Ombudsman)

If not satisfied with CGRF order, an appeal against CGRF orders may be filed with the **Electricity Ombudsman**, B-53, Paschchimi Marg, Opp. Tagore International School, Vasant Vihar, New Delhi - 110057. Tel: 011-26144979, E- Mail : elect_ombudsman@yahoo.com

Disclaimer- This electricity bill is only for electricity supply to the premises occupied by the consumer and should not be construed as having bearing on the rights or titles over the premises.

अस्वीकरण: यह बिजली का बिल उपभोक्ता के निवास / कार्यालय पर बिजली की आपूर्ति के लिए है, और इसे उस स्थान पर उपभोक्ता के अधिकार या स्वामित्व समान न समझा जाए।

GoNCTD vide Order No. F.11(111)/2012/Power/Vol-II/2098 dated 07.08.2019 has extended subsidy to domestic consumers w.e.f. 01.08.2019 of entire bill amount upto 200 Units/month. Slab 201-400 Units/month will get subsidy upto ₹ 800/month. No subsidy for consumption above 400 Units/month.

दिल्ली सरकार की आदेश संख्या F11(111)/2012/Power/Vol-II/2098 दिनांक 07/08/2019 के अनुसार घरेलु उपभोक्ताओं के लिए सब्सिडी बढ़ा दी है w.e.f. 01/08/2019 से 200 यूनिट / माह तक के संपूर्ण बिल राशि, स्लैब 201-400 यूनिट्स / माह पर ₹ 800 सब्सिडी मिलेगी। 400 यूनिट प्रति माह से ऊपर खपत के लिए कोई सब्सिडी नहीं है।

आपका बिल भुगतान

बिल भुगतान सूचना

भुगतान विकल्प

1. आप 4000 रुपये तक के अपने बिल का भुगतान नकद / चेक / डीडी / पे ऑर्डर के माध्यम से कर सकते हैं। 4000 रुपये से अधिक की रकम का भुगतान चेक / डीडी / पे आर्डर के माध्यम से करना होगा।
2. विभिन्न शॉपिंग कॉम्प्लेक्सेज, आरडब्लूए ऑफिसेज और विभिन्न काउंटर्स / कियॉस्क्स पर लगे हमारे ड्रॉप बॉक्सेज में आप अपना चेक डालें। ड्रॉप बॉक्सेज की लिस्ट हमारी वेबसाइट पर उपलब्ध है।

बिल भुगतान करते समय ये बातें याद रखें

1. कप्यूटरीकृत बिल पाने के बाद ही अपने बिजली बिल का भुगतान करें।
2. अनाधिकृत एजेंसियों / दलालों को भुगतान न करें।
3. अगर आपका चेक बैंक द्वारा बगैर भुगतान के / अस्वीकृत होकर वापस आ जाता है, तो चेक वापसी शुल्क (मौजूदा 200/- रुपये) वसूला जाएगा और निगोशिएबल इंस्ट्रूमेंट्स एक्ट 1881 की धारा 138 के तहत कार्यवाही की जाएगी।
4. अगर उपभोक्ता का चेक 3 महीनें की अवधि के भीतर दोबारा अस्वीकृत हो जाता है तो डीईआरसी का निर्देश 6.21 अनुबंधित करता है कि अगले 6 महीने की अवधि के लिए डिमांड ड्राफ्ट के जरिए ही भुगतान करना होगा।

Contact details:
संपर्क संबंधी विवरण:

☎ Contact : 011 39999808
19122
Nearest Customer care & payment centre
SUBSTATION BUILDING NO-7 NEAR SOMIRVILLA SCHOOL,VASUNDHARA ENCLAVE NEW DELHI 110096 (Tel No: 41247433)

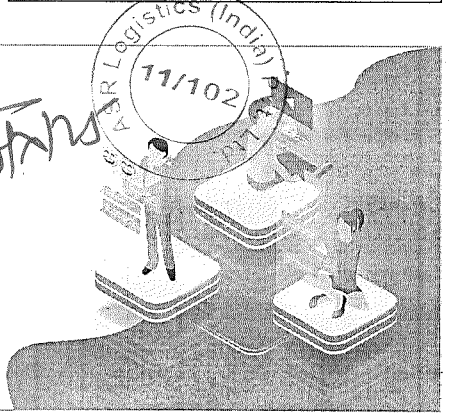
Business Manager : SAPANA RATHOD (41247426)
Commercial Officer : MUNNA KANDRIKAR (41247428)
Vigilance Helpline Number : 8010930719

Pay your electricity bills conveniently by any of the following options:

BSES

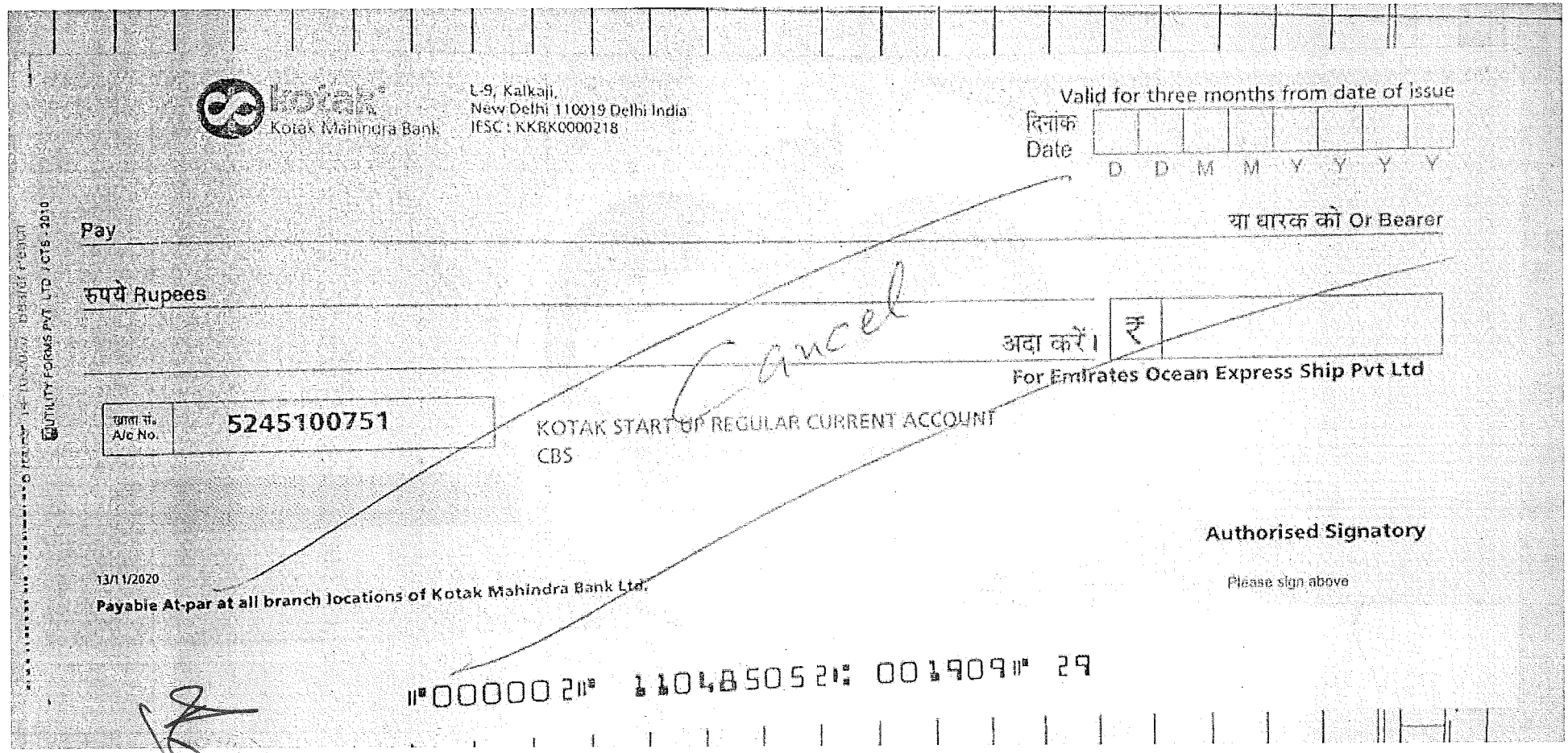
Stay Safe: Go Digital!

In the wake of COVID-19, stay safe by practising 'social distancing' & avoiding crowded places. You can avail a host of BSES services through our smart digital platforms, including Website, Mobile App, Chat-Bot, WhatsApp, SMS & Call Center. #GoDigital



For details log on to our website www.bsesdelhi.com. Alternatively, you can visit our Customer Care Center or simply call at 39999808

17.09.2021_00_12_55_Y23ESVSE(With Annexture)
396/2165



Kotak Mahindra Bank

L-9, Kalkaji,
New Delhi 110019 Delhi India
IFSC : KKBK0000218

Valid for three months from date of issue

दिनांक
Date

D D M M Y Y Y Y

Pay

या धारक को Or Bearer

रुपये Rupees

अदा करें।

₹

For Emirates Ocean Express Ship Pvt Ltd

खाता सं.
A/c No.

5245100751

KOTAK START UP REGULAR CURRENT ACCOUNT
CBS

Authorised Signatory

13/11/2020

Payable At-par at all branch locations of Kotak Mahindra Bank Ltd.

Please sign above

⑈000002⑈ ⑆104850521⑆ 001909⑈ 29

EQUITY FORMS PVT. LTD. / CTS - 2010

Cancel

2274 2730
08/04

बैंक ऑफ़ बड़ौदा
Bank of Baroda

संदर्भ./2912/मार्च/2024
09/04

Ref.Nos.SAKINA/ /2024 Date: 30.03.2024

To
The Senior Police Inspector
Unit VII, EOW, Mumbai-4000012

DCP EOW-I
Unit-7(Shares)
12/4

पोलीस सह आयुक्त
आर्थिक गुन्हे विभाग, मुंबई

Sub:EOW Primary Enquiry No.40/2024

Sir/Madam,

With reference to the aforesaid subject we refer your letter No.OW Nos.539/Sr.PI/EOW/UNIT-7/2024 dated 28.03.2024 for submission of relevant documents of Current Account Nos.04720200000561[Supreme Transport Organisation Pvt Ltd] for the purpose of investigation .

Prior to transfer of said the current account to our branch on 05.01.2023, this account was maintained with our Malegaon branch [0472] .

We are submitting herein the attached file the following documents:

1] Account statements from 05.01.2023 to 30-04-2024 in Part-I
2] KYC documents of Mr.Ammeet Kamal Agarwal & Kamal N Agarwal -Pancard ,Aadhar Card ,
3] Company -Pancard, GST Registration, Form 1 -Certificate of Incorporation, IEC code copy, CIN copy
4] Certificate of Bankers Books of Evidence Act
5] 65B Certificate according to Indian Evidence Act

We have put request to our Malegaon branch for submission of Account Opening form and KYC documents where the account was opened on 28.08.2008 and maintained with them .The aforesaid account was transferred to our Branch on later date i.e. 05.01.2023 .

This is for your kind information and reference.

Office of the Dy. Commissioner of Police (EOW) I Mumbai	
Inward No.	1584
Date	12/04/2024
ACP	
Unit	Shares

Dy. Commissioner of Police
EOW-1 Mumbai

For Bank of Baroda

FOR BANK OF BARODA
कृते बैंक ऑफ बड़ौदा
Chief Manager
Sakinaka Branch, Mumbai - 59

Ashwani Kumar
Chief Manager

Encl:As above
Copy to: Chief Manager –Malegaon branch –for information

Sakinaka Branch,Unit No.4 & 5,Town Centre,Andheri Kurla Road, Sakina,Andheri (East),Mumbai, MAHARASTRA – 400059
दूरभाष Phone :022-40158101,401585102,40158121,40158112,40158113, ई-मेल sakina@bankofbaroda.com

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TR NO. 21/C/24
Dt - 15/4/24

WAPI. Waghamane

वरिष्ठ पोलीस निरीक्षक
कक्ष-७ (शेअर्स), आ.गु.वि., मुंबई
आ.क्र. ३८४/२४ दि. १३/०४/२४

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BANK OF BARODA
SAKINAKA MUMBAI
ADDRESS: 4-5 TOWN CENTER NEAR MITTAL ESTATE, SA,MUMBA,MH,400059
HELPLINE NO. : 1800 5700
BRANCH PHONE NO. :022-28508565
MICR CODE: 400012057 IFSC CODE: BARB0SAKINA

Date: 31-03-2024
Time: 12:46:16

Page No: 1

A/C Name : M/S. SUPREME TRANSPORT ORGANISATION PVT LTD
Address : 5 B 34 AKSHAY MITTAL INDUSTRIAL ESTATE
M V ROAD ANDHERI E MUMBAI
City : MUMBAI Pin Code : 400059
Tel No. :
Joint Holders:

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
05-01-23	DIGITB-VADODARA/				6,17,003.15Cr	
05-01-23	DIGITB-VADODARA/UPI/300590166474			100.00	6,17,103.15Cr	
05-01-23	Charges for PORD Customer Paymen		58.00		6,17,045.15Cr	
05-01-23	RTGS-BARBR52023010500981288-SUPR	683301	6,17,000.00		45.15Cr	
12-01-23	0412IREX01077723/CRE001/BINSTA			48,83,660.59	48,83,705.74Cr	
12-01-23	Charges for PORD Customer Paymen		58.00		48,83,647.74Cr	
12-01-23	RTGS-BARBR52023011200827638-AIRF	683303	46,11,926.00		2,71,821.74Cr	
12-01-23	Charges for PORD Customer Paymen		29.00		2,71,792.74Cr	
12-01-23	RTGS-BARBR52023011200827905-PSS	683302	2,42,155.00		29,637.74Cr	
12-01-23	DIGITB-VADODARA/UPI/301263598550			100.00	29,737.74Cr	
12-01-23	Charges for PORD Customer Paymen		5.60		29,732.14Cr	
12-01-23	NEFT-BARBW23012606476-JAIPUR INT	683304	29,679.00		53.14Cr	
03-02-23	DIGITA-MUMBAI/NEFT-AXTB230342499			30,00,000.00	30,00,053.14Cr	
04-02-23	RTGS-ICICR52023020400380170-SANG			17,82,000.00	47,82,053.14Cr	
04-02-23	SELF	683318	4,00,000.00		43,82,053.14Cr	
04-02-23	Charges for PORD Customer Paymen		2.65		43,82,050.49Cr	
04-02-23	NEFT-BARBP23035777528-MAMTA TRAV	683311	7,552.00		43,74,498.49Cr	
04-02-23	Charges for PORD Customer Paymen		5.60		43,74,492.89Cr	
04-02-23	NEFT-BARBP23035796019-SANDIP KUM	683321	20,000.00		43,54,492.89Cr	
04-02-23	Charges for PORD Customer Paymen		17.40		43,54,475.49Cr	
04-02-23	NEFT-BARBP23035828777-PUSHPRAJ E	683305	2,00,000.00		41,54,475.49Cr	
04-02-23	Charges for PORD Customer Paymen		17.40		41,54,458.09Cr	
04-02-23	NEFT-BARBP23035835609-GROUP GRAM	683306	1,96,926.00		39,57,532.09Cr	
04-02-23	Charges for PORD Customer Paymen		5.60		39,57,526.49Cr	
04-02-23	NEFT-BARBP23035840277-LAKSHETTY	683308	30,000.00		39,27,526.49Cr	
04-02-23	Charges for PORD Customer Paymen		5.60		39,27,520.89Cr	
04-02-23	NEFT-BARBP23035842937-HARI PRASA	683335	36,000.00		38,91,520.89Cr	
04-02-23	Charges for PORD Customer Paymen		5.60		38,91,515.29Cr	
04-02-23	NEFT-BARBP23035909452-BAJRANG VI	683330	27,000.00		38,64,515.29Cr	
04-02-23	Charges for PORD Customer Paymen		5.60		38,64,509.69Cr	
04-02-23	NEFT-BARBP23035914552-NATHU PRAS	683334	12,000.00		38,52,509.69Cr	
04-02-23	RAVIDUTT INDORIYA-MALPUR	683336	33,000.00		38,19,509.69Cr	
04-02-23	RAMSWAROOP-NAGAUR	683337	27,000.00		37,92,509.69Cr	
04-02-23	Charges for PORD Customer Paymen		5.60		37,92,504.09Cr	
04-02-23	NEFT-BARBP23035926050-KAVYA FLOR	683315	16,560.00		37,75,944.09Cr	
Page Total:			65,06,919.65	96,65,860.59	37,75,944.09Cr	

Note: Cheques received in inward clearing will be considered for debiting/
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Unless the constituent notifies the bank of any discrepancy in this statement

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Date: 31-03-2024
Time: 12:46:16

Page No: 2

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
04-02-23	Charges for PORD Customer Paymen		17.40		37,75,926.69Cr	
04-02-23	NEFT-BARBP23035926716-UNITED IND	683309	1,38,001.00		36,37,925.69Cr	
04-02-23	Charges for PORD Customer Paymen		2.65		36,37,923.04Cr	
04-02-23	NEFT-BARBP23035937251-AMBIKA ENT	683317	6,018.00		36,31,905.04Cr	
04-02-23	Charges for PORD Customer Paymen		5.60		36,31,899.44Cr	
04-02-23	NEFT-BARBP23035947237-NEMA RAM-R	683339	24,000.00		36,07,899.44Cr	
04-02-23	Charges for PORD Customer Paymen		5.60		36,07,893.84Cr	
04-02-23	NEFT-BARBP23035950875-BABU-RAJAS	683338	24,000.00		35,83,893.84Cr	
04-02-23	Charges for PORD Customer Paymen		17.40		35,83,876.44Cr	
04-02-23	NEFT-BARBP23035953272-SATENDER K	683322	1,50,202.00		34,33,674.44Cr	
04-02-23	Charges for PORD Customer Paymen		5.60		34,33,668.84Cr	
04-02-23	NEFT-BARBP23035954702-MANOJ KUMA	683331	36,000.00		33,97,668.84Cr	
04-02-23	Charges for PORD Customer Paymen		5.60		33,97,663.24Cr	
04-02-23	NEFT-BARBP23035979079-AKHIL SUBH	683333	12,000.00		33,85,663.24Cr	
04-02-23	Charges for PORD Customer Paymen		17.40		33,85,645.84Cr	
04-02-23	NEFT-BARBP23035988344-GEETA RANI	683323	1,25,000.00		32,60,645.84Cr	
04-02-23	Charges for PORD Customer Paymen		5.60		32,60,640.24Cr	
04-02-23	NEFT-BARBP23035997208-BASATA RAM	683329	24,000.00		32,36,640.24Cr	
04-02-23	Charges for PORD Customer Paymen		5.60		32,36,634.64Cr	
04-02-23	NEFT-BARBP23035998980-BEEKESH CH	683328	33,000.00		32,03,634.64Cr	
04-02-23	DIGITA-MUMBAI/RTN:NEFT-BARBP2303			24,000.00	32,27,634.64Cr	
04-02-23	Charges for PORD Customer Paymen		5.60		32,27,629.04Cr	
04-02-23	NEFT-BARBQ23035213913-NEHA SECUR	683324	11,000.00		32,16,629.04Cr	

04-02-23	Charges for PORD Customer Paymen		5.60		32,16,623.44Cr
04-02-23	NEFT-BARBQ23035214230-NEHA SECUR	683325	11,000.00		32,05,623.44Cr
04-02-23	Charges for PORD Customer Paymen		5.60		32,05,617.84Cr
04-02-23	NEFT-BARBQ23035214736-MR RAJU LA	683332	27,000.00		31,78,617.84Cr
04-02-23	Charges for PORD Customer Paymen		5.60		31,78,612.24Cr
04-02-23	NEFT-BARBQ23035215290-ARVIND RAJ	683319	33,000.00		31,45,612.24Cr
04-02-23	Charges for PORD Customer Paymen		2.65		31,45,609.59Cr
04-02-23	NEFT-BARBQ23035215884-NETWORK TE	683310	7,750.00		31,37,859.59Cr
04-02-23	Charges for PORD Customer Paymen		5.60		31,37,853.99Cr
04-02-23	NEFT-BARBQ23035215518-BEEKESH CH	683320	22,000.00		31,15,853.99Cr
04-02-23	Charges for PORD Customer Paymen		2.65		31,15,851.34Cr
04-02-23	NEFT-BARBQ23035216556-PARESH STA	683316	1,232.00		31,14,619.34Cr
04-02-23	Charges for PORD Customer Paymen		5.60		31,14,613.74Cr
04-02-23	NEFT-BARBQ23035216573-SUDAMA RAJ	683327	20,000.00		30,94,613.74Cr
04-02-23	Charges for PORD Customer Paymen		2.65		30,94,611.09Cr
04-02-23	NEFT-BARBQ23035217367-SKYLAND TR	683341	9,224.00		30,85,387.09Cr
04-02-23	Charges for PORD Customer Paymen		5.60		30,85,381.49Cr
04-02-23	NEFT-BARBQ23035217506-RAVINDER K	683326	60,000.00		30,25,381.49Cr
04-02-23	Charges for PORD Customer Paymen		58.00		30,25,323.49Cr
Page Total:			7,74,620.60	24,000.00	30,25,323.49Cr

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Date: 31-03-2024
Time: 12:46:16

Page No: 3

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
04-02-23	RTGS-BARBR52023020400897360-SUPR	683343	20,00,000.00		10,25,323.49Cr	
04-02-23	Charges for PORD Customer Paymen		17.40		10,25,306.09Cr	
04-02-23	NEFT-BARBQ23035218386-JAIPUR INT	683307	1,02,112.28		9,23,193.81Cr	
04-02-23	Charges for PORD Customer Paymen		2.65		9,23,191.16Cr	
04-02-23	NEFT-BARBQ23035221172-BEEKESH CH	683344	8,500.00		9,14,691.16Cr	
04-02-23	ASHOK KUMAR SHAH S O DEVI PD-JHU	683312	50,000.00		8,64,691.16Cr	
04-02-23	MANGI RAM-NAGAUR	683340	27,000.00		8,37,691.16Cr	
04-02-23	DIGITA-MUMBAI/NEFT-SBINZ23035031			20,000.00	8,57,691.16Cr	
04-02-23	Cheque Book Charges		590.00		8,57,101.16Cr	
06-02-23	Charges for PORD Customer Paymen		5.60		8,57,095.56Cr	
06-02-23	NEFT-BARBR23037640821-JAIPUR INT	683342	42,267.00		8,14,828.56Cr	
07-02-23	Charges for PORD Customer Paymen		58.00		8,14,770.56Cr	
07-02-23	RTGS-BARBR52023020700752201-SUPR	683347	6,00,000.00		2,14,770.56Cr	
07-02-23	Charges for PORD Customer Paymen		5.60		2,14,764.96Cr	
07-02-23	NEFT-BARBT23038548760-VIJAY BAHA		66,000.00		1,48,764.96Cr	
07-02-23	Charges for PORD Customer Paymen		5.60		1,48,759.36Cr	
07-02-23	NEFT-BARBT23038548766-DASHRATH P		11,500.00		1,37,259.36Cr	
07-02-23	Charges for PORD Customer Paymen		5.60		1,37,253.76Cr	
07-02-23	NEFT-BARBT23038548774-BANDU GANP		13,000.00		1,24,253.76Cr	
07-02-23	Charges for PORD Customer Paymen		2.65		1,24,251.11Cr	
07-02-23	NEFT-BARBT23038548779-ROOM RENT		7,800.00		1,16,451.11Cr	
07-02-23	Charges for PORD Customer Paymen		2.65		1,16,448.46Cr	
07-02-23	NEFT-BARBT23038548789-BEEKESH CH		4,224.00		1,12,224.46Cr	
08-02-23	ASHIK KUMAR SHAH-JHUNJH	683346	1,00,000.00		12,224.46Cr	
08-02-23	SERBOM-MUMBAI/683314:MICR INWD C		16,657.00		4,432.54Dr	
08-02-23	SERBOM-MUMBAI/RETURNED:683314:DR			16,657.00	12,224.46Cr	
08-02-23	SERBOM-MUMBAI/OUTWARD RETURN CHA		295.00		11,929.46Cr	
10-02-23	DIGITA-MUMBAI/IMPS/P2A/304119161			1.00	11,930.46Cr	
11-02-23	DIGITA-MUMBAI/NEFT-31115573801DC			1,00,000.00	1,11,930.46Cr	
11-02-23	ATM/41/XXXXXXXXX		15,000.00		96,930.46Cr	
11-02-23	ATM/42/XXXXXXXXX		5,000.00		91,930.46Cr	
13-02-23	DIGITA-MUMBAI/NEFT-31130052501DC			2,00,000.00	2,91,930.46Cr	
13-02-23	BEEKESH CHOUDHARY	683313	2,50,000.00		41,930.46Cr	
13-02-23	TO CHQ BOOK ISS CHG		295.00		41,635.46Cr	
13-02-23	DIGITA-MUMBAI/NEFT-31134270221DC			3,91,000.00	4,32,635.46Cr	
13-02-23	Charges for PORD Customer Paymen		5.60		4,32,629.86Cr	
13-02-23	NEFT-BARBQ23044185941-SUDAMA RAJ	683348	20,000.00		4,12,629.86Cr	
14-02-23	Charges for PORD Customer Paymen		2.65		4,12,627.21Cr	
14-02-23	NEFT-BARBR23045019072-RAVI VISHW	683349	6,237.68		4,06,389.53Cr	
14-02-23	Charges for PORD Customer Paymen		5.60		4,06,383.93Cr	
14-02-23	NEFT-BARBR23045215938-SOC J B NA	683314	16,657.00		3,89,726.93Cr	
14-02-23	DIGITA-MUMBAI/RTN:NEFT-BARBR2304			16,657.00	4,06,383.93Cr	
Page Total:			33,63,254.56	7,44,315.00	4,06,383.93Cr	

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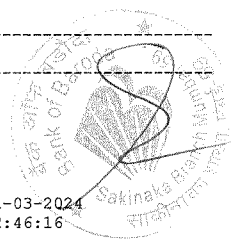

BANK OF BARODA
SAKINAKA MUMBAI
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HELPLINE NO. : 1800 5700
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Date: 31-03-2024
Time: 12:46:16

Page No: 4

A/C Number : 04720200000561 Account Open Date :28-08-2008

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Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
14-02-23	ASHOK KUMAR SHAH-JHUNJH	683451	2,00,000.00		2,06,383.93Cr	
14-02-23	JAGDAMBA MALEGON-SANEAS	683453	66,000.00		1,40,383.93Cr	
14-02-23	Charges for PORD Customer Paymen		2.65		1,40,381.28Cr	
14-02-23	NEFT-BARBR23045682888-JAIPUR INT	683452	5,054.00		1,35,327.28Cr	
14-02-23	Charges for PORD Customer Paymen		5.60		1,35,321.68Cr	
14-02-23	NEFT-BARBR23045663970-ALERT SECU	683454	28,230.00		1,07,091.68Cr	
14-02-23	Charges for PORD Customer Paymen		5.60		1,07,086.08Cr	
14-02-23	NEFT-BARBR23045685860-ALERT SECU	683455	23,600.00		83,486.08Cr	
14-02-23	Charges for PORD Customer Paymen		5.60		83,480.48Cr	
14-02-23	NEFT-BARBR23045705059-GOVIND KUM	683456	10,700.00		72,780.48Cr	
14-02-23	PRCR/Spice Court/JAIPUR		3,735.00		69,045.48Cr	
16-02-23	Charges for PORD Customer Paymen		5.60		69,039.88Cr	
16-02-23	NEFT-BARBT23047793348-SUPREME TR	683458	68,095.00		944.88Cr	
17-02-23	SERBOM-MUMBAI/683350:MICR INWD C		6,224.00		5,279.12Dr	
17-02-23	SERBOM-MUMBAI/RETURNED:683350:FU			6,224.00	944.88Cr	
17-02-23	SERBOM-MUMBAI/OUTWARD RETURN CHA		295.00		649.88Cr	
28-02-23	SERBOM-MUMBAI/SUPREME AVIATION I	683459	100.00		549.88Cr	
04-03-23	DIGITA-MUMBAI/NEFT-31351321831DC			3,10,000.00	3,10,549.88Cr	
04-03-23	Charges for PORD Customer Paymen		5.60		3,10,544.28Cr	
04-03-23	NEFT-BARBT23063132828-ARVIND RAJ		33,000.00		2,77,544.28Cr	
04-03-23	Charges for PORD Customer Paymen		5.60		2,77,538.68Cr	
04-03-23	NEFT-BARBT23063132833-NEHA SECUR		11,000.00		2,66,538.68Cr	
04-03-23	Charges for PORD Customer Paymen		5.60		2,66,533.08Cr	
04-03-23	NEFT-BARBT23063132838-NEHA SECUR		11,000.00		2,55,533.08Cr	
04-03-23	Charges for PORD Customer Paymen		5.60		2,55,527.48Cr	
04-03-23	NEFT-BARBT23063132844-SUDAMA RAJ		20,000.00		2,35,527.48Cr	
04-03-23	Charges for PORD Customer Paymen		5.60		2,35,521.88Cr	
04-03-23	NEFT-BARBT23063132850-SANDIP KUM		12,000.00		2,23,521.88Cr	
04-03-23	Charges for PORD Customer Paymen		5.60		2,23,516.28Cr	
04-03-23	NEFT-BARBT23063132856-ALERT SECU		14,160.00		2,09,356.28Cr	
04-03-23	Charges for PORD Customer Paymen		5.60		2,09,350.68Cr	
04-03-23	NEFT-BARBT23063132862-ALERT SECU		11,800.00		1,97,550.68Cr	
04-03-23	Charges for PORD Customer Paymen		2.65		1,97,548.03Cr	
04-03-23	NEFT-BARBT23063132870-PARESH STA		1,392.00		1,96,156.03Cr	
04-03-23	Charges for PORD Customer Paymen		2.65		1,96,153.38Cr	
04-03-23	NEFT-BARBT23063132880-SAGAR RAME		7,800.00		1,88,353.38Cr	
04-03-23	Charges for PORD Customer Paymen		2.65		1,88,350.73Cr	
04-03-23	NEFT-BARBT23063132885-NATHO PRAS		6,000.00		1,82,350.73Cr	
04-03-23	Charges for PORD Customer Paymen		5.60		1,82,345.13Cr	
04-03-23	NEFT-BARBT23063132892-VIJAY PANW		33,000.00		1,49,345.13Cr	
04-03-23	Charges for PORD Customer Paymen		5.60		1,49,339.53Cr	
04-03-23	NEFT-BARBT23063132899-DASHRATH P		11,500.00		1,37,839.53Cr	
Page Total:			5,84,768.40	3,16,224.00	1,37,839.53Cr	

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Date: 31-03-2024
Time: 12:46:16

Page No: 5

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
04-03-23	Charges for PORD Customer Paymen		5.60		1,37,833.93Cr	
04-03-23	NEFT-BARBT23063132905-BANDHU JHA		12,535.00		1,25,298.93Cr	
04-03-23	JAGDAMBA S PRASAD-SANEAS	683462	33,000.00		92,298.93Cr	
04-03-23	Charges for PORD Customer Paymen		5.60		92,293.33Cr	
04-03-23	NEFT-BARBT23063758998-BEEKESH CH	683465	22,000.00		70,293.33Cr	
04-03-23	Charges for PORD Customer Paymen		5.60		70,287.73Cr	
04-03-23	NEFT-BARBT23063759692-BEEKESH CH	683463	44,387.00		25,900.73Cr	
04-03-23	Charges for PORD Customer Paymen		2.65		25,898.08Cr	
04-03-23	NEFT-BARBT23063760243-AMBIKA ENT	683466	4,543.00		21,355.08Cr	
04-03-23	Charges for PORD Customer Paymen		2.65		21,352.43Cr	
04-03-23	NEFT-BARBT23063761300-KAVYA FLOR	683464	5,520.00		15,832.43Cr	
16-03-23	DIGITA-MUMBAI/NEFT-CITIN23336208			1,38,001.00	1,53,833.43Cr	
16-03-23	ADITYA KUMAR JHA	3155	16,322.00		1,37,511.43Cr	
16-03-23	Charges for PORD Customer Paymen		2.65		1,37,508.78Cr	
16-03-23	NEFT-BARBX23075342711-NETWORK TE	3154	2,202.00		1,35,306.78Cr	
16-03-23	Charges for PORD Customer Paymen		2.65		1,35,304.13Cr	
16-03-23	NEFT-BARBX23075978567-SATANDER K	3157	5,000.00		1,30,304.13Cr	
17-03-23	ATM/86/XXXXXXXXX		3,200.00		1,27,104.13Cr	
18-03-23	SMS Charges for JAN 23		0.47		1,27,103.66Cr	
18-03-23	SERBOM-MUMBAI/LIC89G 89G CB0508	3151	33,817.00		93,286.66Cr	
18-03-23	PRCR/BREWDOG/MUMBAI		2,703.00		90,583.66Cr	
20-03-23	PRCR/TAKI TAKI MUMBAI/MUMBAI		11,000.00		79,583.66Cr	
20-03-23	PRCR/BAJRANG AUTO SERVICE/MUMBAI		5,463.82		74,119.84Cr	
20-03-23	SERBOM-MUMBAI/LIC OF INDIA BR 92	3153	24,016.00		50,103.84Cr	
20-03-23	ATM/6/XXXXXXXXX		5,000.00		45,103.84Cr	
20-03-23	Charges for PORD Customer Paymen		2.65		45,101.19Cr	
20-03-23	NEFT-BARBR23079279305-BEEKESH CH	683467	8,000.00		37,101.19Cr	
22-03-23	PRCR/AYAZS KEBAB PLACE/MUMBAI		1,094.00		36,007.19Cr	
24-03-23	DIGITA-MUMBAI/NEFT-N083232384156			1,00,000.00	1,36,007.19Cr	
24-03-23	Charges for PORD Customer Paymen		2.65		1,36,004.54Cr	
24-03-23	NEFT-BARBX23083440772-SHAURYA AE	683469	6,000.00		1,30,004.54Cr	
24-03-23	PRCR/TATA STAR BUCKS LTD/MUMBAI		735.00		1,29,269.54Cr	

25-03-23	PRCR/THE BEER CAFE/MUMBAI	832.00		1,28,437.54Cr
27-03-23	PRCR/OBEROI PATISSERIES AND/MUMB	9,563.00		1,18,874.54Cr
27-03-23	PRCR/THE BEER CAFE/MUMBAI	1,447.00		1,17,427.54Cr
27-03-23	PRCR/TATA SIA AIRLINES/MUMBAI	578.00		1,16,849.54Cr
27-03-23	SERBOM-MUMBAI/SHREE MARUTI COURI 3158	2,965.00		1,13,884.54Cr
27-03-23	PRCR/TATA STARBUCKS/MUMBAI	500.00		1,13,384.54Cr
28-03-23	PRCR/THE BEER CAFE/MUMBAI	4,274.00		1,09,110.54Cr
28-03-23	SERBOM-MUMBAI/J B NAGAR COOP HSG 3156	16,657.00		92,453.54Cr
28-03-23	SERBOM-MUMBAI/SUSHILA RAM THAKUR 683470	3,100.00		89,353.54Cr
28-03-23	ATM/80/XXXXXXXXX	5,000.00		84,353.54Cr
Page Total:		2,91,486.99	2,38,001.00	84,353.54Cr

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BANK OF BARODA
SAKINAKA MUMBAI
ADDRESS: 4-5 TOWN CENTER NEAR MITTAL ESTATE, SA,MUMBA,MH,400059
HELPLINE NO. : 1800 5700
BRANCH PHONE NO. :022-28508565
MICR CODE: 400012057 IFSC CODE: BARB0SAKINA

Date: 31-03-2024
Time: 12:46:16
Page No: 6

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
28-03-23	PRCR/OPA/MUMBAI		18,058.00		66,295.54Cr	
29-03-23	PRCR/THE DAILY BANDRA/MUMBAI		5,832.00		60,463.54Cr	
29-03-23	BY CASH			70,000.00	1,30,463.54Cr	
29-03-23	Charges for PORD Customer Paymen		17.40		1,30,446.14Cr	
29-03-23	NEFT-BARBT23088109167-POORVI SAL	683472	1,10,691.00		19,755.14Cr	
29-03-23	Charges for PORD Customer Paymen		5.60		19,749.54Cr	
29-03-23	NEFT-BARBT23088114102-SANDIP KUM	683471	15,000.00		4,749.54Cr	
03-04-23	DIGITA-MUMBAI/NEFT-N092232397976			1,23,000.00	1,27,749.54Cr	
04-04-23	SERBOM-MUMBAI/683473:MICR INWD C		5,52,002.00		4,24,252.46Dr	
04-04-23	SERBOM-MUMBAI/RETURNED:683473:FU			5,52,002.00	1,27,749.54Cr	
04-04-23	SERBOM-MUMBAI/OUTWARD RETURN CHA		590.00		1,27,159.54Cr	
05-04-23	RTGS-HDFCR52023040596415081-SUPR			4,00,000.00	5,27,159.54Cr	
05-04-23	RTGS-HDFCR52023040596478832-SUPR			11,00,000.00	16,27,159.54Cr	
06-04-23	SERBOM-MUMBAI/BY INST 101102 : M			1,00,00,000.00	1,16,27,159.54Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		1,16,27,153.94Cr	
06-04-23	NEFT-BARBS23096427487-SUPREME AV	683477	1,00,000.00		1,15,27,153.94Cr	
06-04-23	SERBOM-MUMBAI/REJECT:101102:PAYM		1,00,00,000.00		15,27,153.94Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		15,27,148.34Cr	
06-04-23	NEFT-BARBS23096947362-BEEKESH CH		22,000.00		15,05,148.34Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		15,05,142.74Cr	
06-04-23	NEFT-BARBS23096947379-ARVIND RAJ		33,000.00		14,72,142.74Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		14,72,137.14Cr	
06-04-23	NEFT-BARBS23096947388-NEHA SECUR		11,000.00		14,61,137.14Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		14,61,131.54Cr	
06-04-23	NEFT-BARBS23096947399-NEHA SECUR		11,000.00		14,50,131.54Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		14,50,125.94Cr	
06-04-23	NEFT-BARBS23096947409-SUDAMA RAJ		20,000.00		14,30,125.94Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		14,30,120.34Cr	
06-04-23	NEFT-BARBS23096947416-ALERT SECU		14,160.00		14,15,960.34Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		14,15,954.74Cr	
06-04-23	NEFT-BARBS23096947425-ALERT SECU		11,800.00		14,04,154.74Cr	
06-04-23	Charges for PORD Customer Paymen		2.65		14,04,152.09Cr	
06-04-23	NEFT-BARBS23096947437-SAGAR RAME		7,800.00		13,96,352.09Cr	
06-04-23	Charges for PORD Customer Paymen		2.65		13,96,349.44Cr	
06-04-23	NEFT-BARBS23096948051-NATHO PRAS		6,000.00		13,90,349.44Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		13,90,343.84Cr	
06-04-23	NEFT-BARBS23096948065-VIJAY PANW		33,000.00		13,57,343.84Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		13,57,338.24Cr	
06-04-23	NEFT-BARBS23096948076-DASHRATH P		11,500.00		13,45,838.24Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		13,45,832.64Cr	
06-04-23	NEFT-BARBS23096948089-BANDHU THA		13,000.00		13,32,832.64Cr	
06-04-23	Charges for PORD Customer Paymen		2.65		13,32,829.99Cr	
Page Total:			1,09,96,525.55	1,22,45,002.00	13,32,829.99Cr	

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HELPLINE NO. : 1800 5700
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MICR CODE: 400012057 IFSC CODE: BARB0SAKINA

Date: 31-03-2024
Time: 12:46:16
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A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
06-04-23	NEFT-BARBS23096948102-GIRIDHARI		6,741.00		13,26,088.99Cr	
06-04-23	Charges for PORD Customer Paymen		2.65		13,26,086.34Cr	
06-04-23	NEFT-BARBS23096948114-AMBIKA ENT		5,581.00		13,20,505.34Cr	
06-04-23	Charges for PORD Customer Paymen		2.65		13,20,502.69Cr	

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06-04-23 NEFT-BARBS23096948128-KAVYA FLOR		5,520.00		13,14,982.69Cr
06-04-23 Charges for PORD Customer Paymen		5.60		13,14,977.09Cr
06-04-23 NEFT-BARBS23096948137-BEEKESH CH		26,542.00		12,88,435.09Cr
06-04-23 Charges for PORD Customer Paymen		29.20		12,88,405.89Cr
06-04-23 NEFT-BARBS23096949048-SK RAVI-I.		2,54,200.00		10,34,205.89Cr
06-04-23 Charges for PORD Customer Paymen		17.40		10,34,188.49Cr
06-04-23 NEFT-BARBS23096949064-GEETA RANI		1,25,000.00		9,09,188.49Cr
06-04-23 Charges for PORD Customer Paymen		5.60		9,09,182.89Cr
06-04-23 NEFT-BARBS23096949069-HARI PRASA		22,000.00		8,87,182.89Cr
06-04-23 Charges for PORD Customer Paymen		5.60		8,87,177.29Cr
06-04-23 NEFT-BARBS23096949079-MANOJ KUMA		22,064.00		8,65,113.29Cr
06-04-23 Charges for PORD Customer Paymen		5.60		8,65,107.69Cr
06-04-23 NEFT-BARBS23096949089-ARKIN KUMA		45,000.00		8,20,107.69Cr
06-04-23 Charges for PORD Customer Paymen		5.60		8,20,102.09Cr
06-04-23 NEFT-BARBS23096949106-BABU-RAJAS		16,000.00		8,04,102.09Cr
06-04-23 Charges for PORD Customer Paymen		5.60		8,04,096.49Cr
06-04-23 NEFT-BARBS23096949119-NEMA RAM-R		16,000.00		7,88,096.49Cr
06-04-23 Charges for PORD Customer Paymen		5.60		7,88,090.89Cr
06-04-23 NEFT-BARBS23096949129-BASTA RAM-		16,000.00		7,72,090.89Cr
06-04-23 Charges for PORD Customer Paymen		5.60		7,72,085.29Cr
06-04-23 NEFT-BARBS23096949143-AKASH DEEP		24,000.00		7,48,085.29Cr
06-04-23 Charges for PORD Customer Paymen		5.60		7,48,079.69Cr
06-04-23 NEFT-BARBS23096949852-RAJU LAL M		18,000.00		7,30,079.69Cr
06-04-23 DIGITA-MUMBAI/RTN:NEFT-BARBS2309			16,000.00	7,46,079.69Cr
06-04-23 SERBOM-MUMBAI/INWARD RETURN		590.00		7,45,489.69Cr
06-04-23 SALARY-SANEAS-MALPUR-NAGAUR-NAGA	683476	1,78,500.00		5,66,989.69Cr
07-04-23 SERBOM-MUMBAI/LIC 89 F 0060035	683474	7,770.00		5,59,219.69Cr
10-04-23 Charges for PORD Customer Paymen		58.00		5,59,161.69Cr
10-04-23 RTGS-BARBR52023041000998038-UNIT	683478	5,52,252.00		6,909.69Cr
11-04-23 ATM/12/XXXXXXXXX		4,000.00		2,909.69Cr
11-04-23 ATM/13/XXXXXXXXX		1,000.00		1,909.69Cr
13-04-23 SMS Charges for FEB 23		16.99		1,892.70Cr
20-04-23 ATM/76/XXXXXXXXX		1,000.00		892.70Cr
22-04-23 DIGITA-MUMBAI/NEFT-SBIN123112962			7,27,879.00	7,28,771.70Cr
22-04-23 ATM/7/XXXXXXXXX		15,000.00		7,13,771.70Cr
22-04-23 ATM/8/XXXXXXXXX		15,000.00		6,98,771.70Cr
22-04-23 ATM/9/XXXXXXXXX		15,011.80		6,83,759.90Cr
22-04-23 ATM/2/XXXXXXXXX		10,011.80		6,73,748.10Cr
Page Total:		14,02,960.89	7,43,879.00	6,73,748.10Cr

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A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
22-04-23	ATM/5/XXXXXXXXX		2,011.80		6,71,736.30Cr	
24-04-23	Charges for PORD Customer Paymen		58.00		6,71,678.30Cr	
24-04-23	RTGS-BARBR52023042400896665-SUPR	683479	6,50,000.00		21,678.30Cr	
27-04-23	Charges for PORD Customer Paymen		2.65		21,675.65Cr	
27-04-23	NEFT-BARBU23117446669-NATURE-HDF	683480	4,500.00		17,175.65Cr	
02-05-23	ATM/69/XXXXXXXXX		5,000.00		12,175.65Cr	
03-05-23	RTGS-HDFCR52023050353301289-SUPR			5,00,000.00	5,12,175.65Cr	
03-05-23	RTGS-KKBKR22023050300416845-THE			4,60,000.00	9,72,175.65Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		9,72,170.05Cr	
03-05-23	NEFT-BARBS23123344513-BEEKESH CH		22,000.00		9,50,170.05Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		9,50,164.45Cr	
03-05-23	NEFT-BARBS23123344515-ARVIND RAJ		33,000.00		9,17,164.45Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		9,17,158.85Cr	
03-05-23	NEFT-BARBS23123344517-NEHA SECUR		11,000.00		9,06,158.85Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		9,06,153.25Cr	
03-05-23	NEFT-BARBS23123344520-NEHA SECUR		11,000.00		8,95,153.25Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		8,95,147.65Cr	
03-05-23	NEFT-BARBS23123344522-SUDAMA RAJ		20,000.00		8,75,147.65Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		8,75,142.05Cr	
03-05-23	NEFT-BARBS23123344526-ALERT SECU		14,160.00		8,60,982.05Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		8,60,976.45Cr	
03-05-23	NEFT-BARBS23123344528-ALERT SECU		11,800.00		8,49,176.45Cr	
03-05-23	Charges for PORD Customer Paymen		2.65		8,49,173.80Cr	
03-05-23	NEFT-BARBS23123344531-SAGAR RAME		7,800.00		8,41,373.80Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		8,41,368.20Cr	
03-05-23	NEFT-BARBS23123344536-NATHO PRAS		12,000.00		8,29,368.20Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		8,29,362.60Cr	
03-05-23	NEFT-BARBS23123344538-VIJAY PANW		33,000.00		7,96,362.60Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		7,96,357.00Cr	
03-05-23	NEFT-BARBS23123344542-DASHRATH P		23,000.00		7,73,357.00Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		7,73,351.40Cr	
03-05-23	NEFT-BARBS23123344545-BANDHU THA		26,000.00		7,47,351.40Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		7,47,345.80Cr	
03-05-23	NEFT-BARBS23123344548-GIRIDHARI		11,000.00		7,36,345.80Cr	
03-05-23	Charges for PORD Customer Paymen		2.65		7,36,343.15Cr	
03-05-23	NEFT-BARBS23123344551-AMBIKA ENT		5,542.00		7,30,801.15Cr	
03-05-23	Charges for PORD Customer Paymen		2.65		7,30,798.50Cr	
03-05-23	NEFT-BARBS23123344553-KAVYA FLOR		5,520.00		7,25,278.50Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		7,25,272.90Cr	
03-05-23	NEFT-BARBS23123344555-BEEKESH CH		28,839.00		6,96,433.90Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		6,96,428.30Cr	

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03-05-23 NEFT-BARBS23123344559-SK RAVI-I.		89,500.00		6,06,928.30Cr
Page Total:		10,26,819.80	9,60,000.00	6,06,928.30Cr

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HELPLINE NO. : 1800 5700
BRANCH PHONE NO. :022-28508565
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Date: 31-03-2024
Time: 12:46:16

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A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
03-05-23	Charges for PORD Customer Paymen		5.60		6,06,922.70Cr	
03-05-23	NEFT-BARBS23123344563-GEETA RANI		62,500.00		5,44,422.70Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		5,44,417.10Cr	
03-05-23	NEFT-BARBS23123344967-HARI PRASA		12,000.00		5,32,417.10Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		5,32,411.50Cr	
03-05-23	NEFT-BARBS23123344972-MANOJ KUMA		12,000.00		5,20,411.50Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		5,20,405.90Cr	
03-05-23	NEFT-BARBS23123344974-ARKIN KUMA		22,000.00		4,98,405.90Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		4,98,400.30Cr	
03-05-23	NEFT-BARBS23123344976-BAJRANG VI		27,000.00		4,71,400.30Cr	
03-05-23	Charges for PORD Customer Paymen		2.65		4,71,397.65Cr	
03-05-23	NEFT-BARBS23123344980-BABU-RAJAS		8,000.00		4,63,397.65Cr	
03-05-23	Charges for PORD Customer Paymen		2.65		4,63,395.00Cr	
03-05-23	NEFT-BARBS23123344982-NEMA RAM-R		8,000.00		4,55,395.00Cr	
03-05-23	Charges for PORD Customer Paymen		2.65		4,55,392.35Cr	
03-05-23	NEFT-BARBS23123344986-BASTA RAM-		8,000.00		4,47,392.35Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		4,47,386.75Cr	
03-05-23	NEFT-BARBS23123344989-AKASH DEEP		12,000.00		4,35,386.75Cr	
03-05-23	Charges for PORD Customer Paymen		2.65		4,35,384.10Cr	
03-05-23	NEFT-BARBS23123344992-RAJU LAL M		9,000.00		4,26,384.10Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		4,26,378.50Cr	
03-05-23	NEFT-BARBS23123344995-SANDEEP KU		18,000.00		4,08,378.50Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		4,08,372.90Cr	
03-05-23	NEFT-BARBS23123344997-KANTI LAL		40,150.00		3,68,222.90Cr	
03-05-23	ADITYA KUMAR JHA	683484	1,64,000.00		2,04,222.90Cr	
03-05-23	DIGITA-MUMBAI/RTN:NEFT-BARBS2312			8,000.00	2,12,222.90Cr	
03-05-23	RAMPRATAP CHAUHAN-INDAND	683481	1,900.00		2,10,322.90Cr	
03-05-23	STAFF SALARY APRIL 2023-SANEAS-M	683483	1,56,633.00		53,689.90Cr	
04-05-23	PRCR/NAMRATA PETROLEUM/NASIK		4,153.94		49,535.96Cr	
05-05-23	SERBOM-MUMBAI/PARESH STATIONERY	683487	2,654.00		46,881.96Cr	
06-05-23	DIGITA-MUMBAI/NEFT-N126232448403			19,049.00	65,930.96Cr	
08-05-23	DIGITA-MUMBAI/NEFT-N128232449349			7,50,000.00	8,15,930.96Cr	
08-05-23	SERBOM-MUMBAI/BEAUTY ART PRINTER	683485	1,574.00		8,14,356.96Cr	
08-05-23	Charges for PORD Customer Paymen		5.60		8,14,351.36Cr	
08-05-23	NEFT-BARBY23128646295-JAIPUR INT	683491	38,741.76		7,75,609.60Cr	
08-05-23	Charges for PORD Customer Paymen		58.00		7,75,551.60Cr	
08-05-23	RTGS-BARBR52023050800883475-SUPR	683492	7,50,000.00		25,551.60Cr	
09-05-23	SERBOM-MUMBAI/PRINT HUB	683488	1,369.00		24,182.60Cr	
09-05-23	ATM/1/XXXXXXXXX		3,300.00		20,882.60Cr	
10-05-23	SMS Charges for MAR 23		17.70		20,864.90Cr	
13-05-23	DIGITA-MUMBAI/NEFT-32193909591DC			7,500.00	28,364.90Cr	
13-05-23	ATM/58/XXXXXXXXX		10,000.00		18,364.90Cr	
Page Total:			13,73,112.40	7,84,549.00	18,364.90Cr	

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BANK OF BARODA
SAKINAKA MUMBAI
ADDRESS: 4-5 TOWN CENTER NEAR MITTAL ESTATE, SA,MUMBA,MH,400059
HELPLINE NO. : 1800 5700
BRANCH PHONE NO. :022-28508565
MICR CODE: 400012057 IFSC CODE: BARB0SAKINA

Date: 31-03-2024
Time: 12:46:16

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A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
13-05-23	ATM/CWRR/2458/XXXXXXXXXXX0594			10,000.00	28,364.90Cr	
15-05-23	ATM/18/XXXXXXXXX		12,700.00		15,664.90Cr	
15-05-23	ATM/31/XXXXXXXXX		7,500.00		8,164.90Cr	
20-05-23	SERBOM-MUMBAI/SHREE MARUTI COURI	683486	1,138.00		7,026.90Cr	
25-05-23	PRCR/GURUNANAK AUTOMOBILES/MUMBA		4,244.61		2,782.29Cr	
05-06-23	PRITESH S SUVARNA	683494	1,100.00		1,682.29Cr	
05-06-23	RTGS-HDFCR52023060561830738-SUPR			7,10,000.00	7,11,682.29Cr	
05-06-23	DIGITA-MUMBAI/IMPS/P2A/315620749			1,00,000.00	8,11,682.29Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		8,11,676.69Cr	
06-06-23	NEFT-BARBP23157904539-BEEKESH CH		28,000.00		7,83,676.69Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		7,83,671.09Cr	
06-06-23	NEFT-BARBP23157904542-ARVIND RAJ		33,000.00		7,50,671.09Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		7,50,665.49Cr	

06-06-23 NEFT-BARBP23157904544-NEHA SECUR	11,000.00		7,39,665.49Cr
06-06-23 Charges for PORD Customer Paymen	5.60		7,39,659.89Cr
06-06-23 NEFT-BARBP23157904549-NEHA SECUR	11,000.00		7,28,659.89Cr
06-06-23 Charges for PORD Customer Paymen	5.60		7,28,654.29Cr
06-06-23 NEFT-BARBP23157904554-SANDEEP KU	21,750.00		7,06,904.29Cr
06-06-23 Charges for PORD Customer Paymen	2.65		7,06,901.64Cr
06-06-23 NEFT-BARBP23157904556-KANTI LAL	5,295.00		7,01,606.64Cr
06-06-23 Charges for PORD Customer Paymen	5.60		7,01,601.04Cr
06-06-23 NEFT-BARBP23157904560-SUDAMA RAJ	20,000.00		6,81,601.04Cr
06-06-23 Charges for PORD Customer Paymen	5.60		6,81,595.44Cr
06-06-23 NEFT-BARBP23157904563-ALERT SECU	14,160.00		6,67,435.44Cr
06-06-23 Charges for PORD Customer Paymen	5.60		6,67,429.84Cr
06-06-23 NEFT-BARBP23157904565-ALERT SECU	11,800.00		6,55,629.84Cr
06-06-23 Charges for PORD Customer Paymen	2.65		6,55,627.19Cr
06-06-23 NEFT-BARBP23157904568-SAGAR RAME	7,800.00		6,47,827.19Cr
06-06-23 Charges for PORD Customer Paymen	2.65		6,47,824.54Cr
06-06-23 NEFT-BARBP23157904571-NATHO PRAS	6,000.00		6,41,824.54Cr
06-06-23 Charges for PORD Customer Paymen	5.60		6,41,818.94Cr
06-06-23 NEFT-BARBP23157904575-VIJAY PANW	33,000.00		6,08,818.94Cr
06-06-23 Charges for PORD Customer Paymen	5.60		6,08,813.34Cr
06-06-23 NEFT-BARBP23157904581-DASHRATH P	11,500.00		5,97,313.34Cr
06-06-23 Charges for PORD Customer Paymen	5.60		5,97,307.74Cr
06-06-23 NEFT-BARBP23157904583-BANDHU THA	13,000.00		5,84,307.74Cr
06-06-23 Charges for PORD Customer Paymen	5.60		5,84,302.14Cr
06-06-23 NEFT-BARBP23157904587-GIRIDHARI	11,000.00		5,73,302.14Cr
06-06-23 Charges for PORD Customer Paymen	2.65		5,73,299.49Cr
06-06-23 NEFT-BARBP23157904589-AMBIKA ENT	6,791.00		5,66,508.49Cr
06-06-23 Charges for PORD Customer Paymen	2.65		5,66,505.84Cr
06-06-23 NEFT-BARBP23157904591-KAVYA FLOR	5,520.00		5,60,985.84Cr
Page Total:	2,77,379.06	8,20,000.00	5,60,985.84Cr

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A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
06-06-23	Charges for PORD Customer Paymen		5.60		5,60,980.24Cr	
06-06-23	NEFT-BARBP23157904594-BEEKESH CH		28,590.00		5,32,390.24Cr	
06-06-23	Charges for PORD Customer Paymen		2.65		5,32,387.59Cr	
06-06-23	NEFT-BARBP23157904598-PARESH STA		4,317.00		5,28,070.59Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		5,28,064.99Cr	
06-06-23	NEFT-BARBP23157904600-JAIPUR INT		30,585.00		4,97,479.99Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		4,97,474.39Cr	
06-06-23	NEFT-BARBP23157904603-HALAI AND		50,000.00		4,47,474.39Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		4,47,468.79Cr	
06-06-23	NEFT-BARBP23157906806-RAVINDER K		36,200.00		4,11,268.79Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		4,11,263.19Cr	
06-06-23	NEFT-BARBP23157906807-SATENDER K		89,500.00		3,21,763.19Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		3,21,757.59Cr	
06-06-23	NEFT-BARBP23157906811-GEETA RANI		62,500.00		2,59,257.59Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		2,59,251.99Cr	
06-06-23	NEFT-BARBP23157906814-HARI PRASA		12,000.00		2,47,251.99Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		2,47,246.39Cr	
06-06-23	NEFT-BARBP23157906818-MANOJ KUMA		12,000.00		2,35,246.39Cr	
06-06-23	Charges for PORD Customer Paymen		2.65		2,35,243.74Cr	
06-06-23	NEFT-BARBP23157906820-BABU-RAJAS		8,000.00		2,27,243.74Cr	
06-06-23	Charges for PORD Customer Paymen		2.65		2,27,241.09Cr	
06-06-23	NEFT-BARBP23157906824-NEMA RAM-R		8,000.00		2,19,241.09Cr	
06-06-23	Charges for PORD Customer Paymen		2.65		2,19,238.44Cr	
06-06-23	NEFT-BARBP23157906826-AKASH DEEP		1,161.00		2,18,077.44Cr	
06-06-23	Charges for PORD Customer Paymen		2.65		2,18,074.79Cr	
06-06-23	NEFT-BARBP23157906829-RAJU LAL M		9,000.00		2,09,074.79Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		2,09,069.19Cr	
06-06-23	NEFT-BARBP23157906833-MR ANKIT S		27,000.00		1,82,069.19Cr	
06-06-23	ATM/66/XXXXXXXXX		15,000.00		1,67,069.19Cr	
06-06-23	ATM/67/XXXXXXXXX		15,000.00		1,52,069.19Cr	
06-06-23	DIGITA-MUMBAI/RTN:NEFT-BARBP2315			8,000.00	1,60,069.19Cr	
06-06-23	Charges for PORD Customer Paymen		17.40		1,60,051.79Cr	
06-06-23	NEFT-BARBQ23157134071-SUPREME AV	683499	1,11,000.00		49,051.79Cr	
06-06-23	RAVIDATI INDORIYA-MALPUR	683498	16,000.00		33,051.79Cr	
06-06-23	JAGDAMBA PATEL-SANEAS	683497	33,000.00		51.79Cr	
09-06-23	REVERSAL-SMS Charges for MAR 23			17.70	69.49Cr	
12-06-23	DIGITA-MUMBAI/NEFT-N163232498653			1,500.00	1,569.49Cr	
12-06-23	DIGITA-MUMBAI/NEFT-AXIC231635441			1,50,000.00	1,51,569.49Cr	
14-06-23	SERBOM-MUMBAI/SOC J B NAGAR CO	3161	31,655.00		1,19,914.49Cr	
14-06-23	SERBOM-MUMBAI/RAVINDR AMMEET	683500	1,500.00		1,18,414.49Cr	
14-06-23	Charges for PORD Customer Paymen		5.60		1,18,408.89Cr	
14-06-23	NEFT-BARBQ23165229118-AKHIL SUBH	3163	36,000.00		82,408.89Cr	
Page Total:			6,38,094.65	1,59,517.70	82,408.89Cr	

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BANK OF BARODA
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MICR CODE: 400012057 IFSC CODE: BARB0SAKINA

Date: 31-03-2024
Time: 12:46:16

Page No: 12

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
14-06-23	Charges for PORD Customer Paymen		5.60		82,403.29Cr	
14-06-23	NEFT-BARBQ23165236331-BEEKESH CH	3164	16,000.00		66,403.29Cr	
16-06-23	Charges for PORD Customer Paymen		5.60		66,397.69Cr	
16-06-23	NEFT-BARBS23167731274-MEENA AROR	3162	50,000.00		16,397.69Cr	
19-06-23	ATM/12/XXXXXXXXX		15,000.00		1,397.69Cr	
24-06-23	0000-MUMBAI/LEDGER FOLIO CHARGES		1,180.00		217.69Cr	
30-06-23	DIGITA-MUMBAI/NEFT-N181232523855			75,000.00	75,217.69Cr	
30-06-23	Charges for PORD Customer Paymen		5.60		75,212.09Cr	
30-06-23	NEFT-BARBY23181516753-ANUPAM SUR	3165	40,000.00		35,212.09Cr	
30-06-23	DIGITB-VADODARA/UPI/318122901592			69,000.00	1,04,212.09Cr	
01-07-23	Charges for PORD Customer Paymen		5.60		1,04,206.49Cr	
01-07-23	NEFT-BARBZ23182758240-VALMIKY HA	3166	22,625.00		81,581.49Cr	
03-07-23	SMS Charges for MAR 23		5.66		81,575.83Cr	
03-07-23	RTGS-HDFCR52023070368773618-SUPR			5,25,000.00	6,06,575.83Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		6,06,570.23Cr	
03-07-23	NEFT-BARBR23184201451-BEEKESH CH		28,000.00		5,78,570.23Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		5,78,564.63Cr	
03-07-23	NEFT-BARBR23184201452-ARVIND RAJ		33,000.00		5,45,564.63Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		5,45,559.03Cr	
03-07-23	NEFT-BARBR23184201456-NEHA SECUR		11,000.00		5,34,559.03Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		5,34,553.43Cr	
03-07-23	NEFT-BARBR23184201458-NEHA SECUR		11,000.00		5,23,553.43Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		5,23,547.83Cr	
03-07-23	NEFT-BARBR23184201459-SANDEEP KU		15,600.00		5,07,947.83Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		5,07,942.23Cr	
03-07-23	NEFT-BARBR23184201461-KANTI LAL		10,316.00		4,97,626.23Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		4,97,620.63Cr	
03-07-23	NEFT-BARBR23184201462-AKHIL SUBH		18,000.00		4,79,620.63Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		4,79,615.03Cr	
03-07-23	NEFT-BARBR23184201466-SUDAMA RAJ		20,000.00		4,59,615.03Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		4,59,609.43Cr	
03-07-23	NEFT-BARBR23184201470-JAIPUR INT		21,070.00		4,38,539.43Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		4,38,533.83Cr	
03-07-23	NEFT-BARBR23184201473-ALERT SECU		11,800.00		4,26,733.83Cr	
03-07-23	Charges for PORD Customer Paymen		2.65		4,26,731.18Cr	
03-07-23	NEFT-BARBR23184201474-SAGAR RAME		7,800.00		4,18,931.18Cr	
03-07-23	Charges for PORD Customer Paymen		2.65		4,18,928.53Cr	
03-07-23	NEFT-BARBR23184201476-NATHO PRAS		6,000.00		4,12,928.53Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		4,12,922.93Cr	
03-07-23	NEFT-BARBR23184201481-VIJAY PANW		33,000.00		3,79,922.93Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		3,79,917.33Cr	
03-07-23	NEFT-BARBR23184201484-DASHRATH P		11,500.00		3,68,417.33Cr	
Page Total:			3,82,991.56	6,69,000.00	3,68,417.33Cr	

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Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
03-07-23	Charges for PORD Customer Paymen		5.60		3,68,411.73Cr	
03-07-23	NEFT-BARBR23184201485-BANDHU THA		13,000.00		3,55,411.73Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		3,55,406.13Cr	
03-07-23	NEFT-BARBR23184201488-GIRIDHARI		11,000.00		3,44,406.13Cr	
03-07-23	Charges for PORD Customer Paymen		2.65		3,44,403.48Cr	
03-07-23	NEFT-BARBR23184201491-KAVYA FLOR		5,520.00		3,38,883.48Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		3,38,877.88Cr	
03-07-23	NEFT-BARBR23184201493-BEEKESH CH		30,373.00		3,08,504.88Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		3,08,499.28Cr	
03-07-23	NEFT-BARBR23184201495-SATENDER K		89,500.00		2,18,999.28Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		2,18,993.68Cr	
03-07-23	NEFT-BARBR23184201496-GEETA RANI		62,500.00		1,56,493.68Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		1,56,488.08Cr	
03-07-23	NEFT-BARBR23184201501-ARKIN KUMA		26,000.00		1,30,488.08Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		1,30,482.48Cr	
03-07-23	NEFT-BARBR23184201503-SUPREME AV		50,000.00		80,482.48Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		80,476.88Cr	
03-07-23	NEFT-BARBR23184201504-SUPREME AV		25,000.00		55,476.88Cr	
03-07-23	Charges for PORD Customer Paymen		2.65		55,474.23Cr	
03-07-23	NEFT-BARBR23184201506-SUPREME AV		10,000.00		45,474.23Cr	
03-07-23	Charges for PORD Customer Paymen		2.65		45,471.58Cr	
03-07-23	NEFT-BARBR23184201509-SUPREME AV		7,320.00		38,151.58Cr	

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03-07-23	Charges for PORD Customer Paymen		2.65		38,148.93Cr
03-07-23	NEFT-BARBR23184201513-PARESH STA		4,161.00		33,987.93Cr
03-07-23	Charges for PORD Customer Paymen		2.65		33,985.28Cr
03-07-23	NEFT-BARBR23184201515-AMBIKA ENT		5,581.00		28,404.28Cr
05-07-23	ATM/56/XXXXXXXXX		3,600.00		24,804.28Cr
17-07-23	Charges for PORD Customer Paymen		5.60		24,798.68Cr
17-07-23	NEFT-BARBQ23198557776-BEEKESH CH	3168	13,925.00		10,873.68Cr
19-07-23	SMS Charges for APR 23		1.18		10,872.50Cr
19-07-23	RTGS-HDFCR52023071973002164-SUPR			21,00,000.00	21,10,872.50Cr
19-07-23	BEEKESH CHOUDHARY	3170	21,00,000.00		10,872.50Cr
20-07-23	PRCR/BURGER KING WESTERN HO/MUMB		725.56		10,146.94Cr
20-07-23	PRCR/BURGER KING WESTERN HO/MUMB		47.26		10,099.68Cr
21-07-23	PRCR/RAJWADI SUPER STORES/Mumbai		2,020.00		8,079.68Cr
24-07-23	PRCR/SAHARA HOSPITALITY LTD/MUMB		4,190.30		3,889.38Cr
25-07-23	DIGITA-MUMBAI/NEFT-N206232562474			1,20,000.00	1,23,889.38Cr
26-07-23	PRCR/AMAR JUICE RESTAURANT/MUMBA		492.00		1,23,397.38Cr
27-07-23	Charges for PORD Customer Paymen		5.60		1,23,391.78Cr
27-07-23	NEFT-BARBS23208699964-HAJI AND C	3171	50,000.00		73,391.78Cr
28-07-23	ADITYA KUMAR JHA	3174	35,000.00		38,391.78Cr
28-07-23	Charges for PORD Customer Paymen		2.65		38,389.13Cr
Page Total:			25,50,028.20	22,20,000.00	38,389.13Cr

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BANK OF BARODA
SAKINAKA MUMBAI
ADDRESS: 4-5 TOWN CENTER NEAR MITTAL ESTATE, SA,MUMBA,MH,400059
HELPLINE NO. : 1800 5700
BRANCH PHONE NO. :022-28508565
MICR CODE: 400012057 IFSC CODE: BARB0SAKINA

Date: 31-03-2024
Time: 12:46:16

Page No: 14

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
28-07-23	NEFT-BARBU23209246547-BEEKESH CH	3173	5,000.00		33,389.13Cr	
28-07-23	ATM/13/XXXXXXXXX		15,000.00		18,389.13Cr	
28-07-23	ATM/14/XXXXXXXXX		5,000.00		13,389.13Cr	
28-07-23	BNA/CDAR/XXXXXXXXXXXX0594/28-07-			20,000.00	33,389.13Cr	
31-07-23	RTGS-HDFCR52023073175806411-SUPR			5,00,000.00	5,33,389.13Cr	
31-07-23	ADITYA KUMAR JHA	3175	5,00,000.00		33,389.13Cr	
02-08-23	DIGITA-MUMBAI/NEFT-N214232574827			6,00,000.00	6,33,389.13Cr	
02-08-23	DIGITA-MUMBAI/NEFT-N214232574835			1,00,000.00	7,33,389.13Cr	
02-08-23	SERBOM-MUMBAI/3177:MICR INWD CLG		50,000.00		6,83,389.13Cr	
02-08-23	SERBOM-MUMBAI/RETURNED:3177:FUND			50,000.00	7,33,389.13Cr	
02-08-23	SERBOM-MUMBAI/OUTWARD RETURN CHA		295.00		7,33,094.13Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		7,33,088.53Cr	
03-08-23	NEFT-BARBS23215108144-BEEKESH CH		28,000.00		7,05,088.53Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		7,05,082.93Cr	
03-08-23	NEFT-BARBS23215108147-ARVIND RAJ		33,000.00		6,72,082.93Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		6,72,077.33Cr	
03-08-23	NEFT-BARBS23215108149-NEHA SECUR		11,000.00		6,61,077.33Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		6,61,071.73Cr	
03-08-23	NEFT-BARBS23215108154-NEHA SECUR		11,000.00		6,50,071.73Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		6,50,066.13Cr	
03-08-23	NEFT-BARBS23215108160-SANDEEP KU		15,000.00		6,35,066.13Cr	
03-08-23	Charges for PORD Customer Paymen		2.65		6,35,063.48Cr	
03-08-23	NEFT-BARBS23215108161-KANTI LAL		9,211.00		6,25,852.48Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		6,25,846.88Cr	
03-08-23	NEFT-BARBS23215108164-AKHIL SUBH		18,000.00		6,07,846.88Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		6,07,841.28Cr	
03-08-23	NEFT-BARBS23215108165-SUDAMA RAJ		30,000.00		5,77,841.28Cr	
03-08-23	Charges for PORD Customer Paymen		2.65		5,77,838.63Cr	
03-08-23	NEFT-BARBS23215108168-SAGAR SAHA		7,741.00		5,70,097.63Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		5,70,092.03Cr	
03-08-23	NEFT-BARBS23215108170-ALERT SECU		11,800.00		5,58,292.03Cr	
03-08-23	Charges for PORD Customer Paymen		2.65		5,58,289.38Cr	
03-08-23	NEFT-BARBS23215108174-SAGAR RAME		7,800.00		5,50,489.38Cr	
03-08-23	Charges for PORD Customer Paymen		2.65		5,50,486.73Cr	
03-08-23	NEFT-BARBS23215108177-NATHO PRAS		6,000.00		5,44,486.73Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		5,44,481.13Cr	
03-08-23	NEFT-BARBS23215108179-VIJAY PANW		33,000.00		5,11,481.13Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		5,11,475.53Cr	
03-08-23	NEFT-BARBS23215108180-DASHRATH P		11,500.00		4,99,975.53Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		4,99,969.93Cr	
03-08-23	NEFT-BARBS23215108183-BANDHU THA		13,000.00		4,86,969.93Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		4,86,964.33Cr	
Page Total:			8,21,424.80	12,70,000.00	4,86,964.33Cr	

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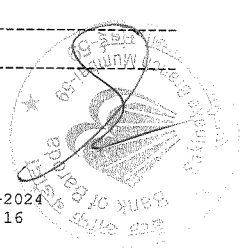

BANK OF BARODA
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Date: 31-03-2024
Time: 12:46:16

Page No: 15

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
03-08-23	NEFT-BARBS23215108185-GIRIDHARI		15,000.00		4,71,964.33Cr	
03-08-23	Charges for PORD Customer Paymen		2.65		4,71,961.68Cr	
03-08-23	NEFT-BARBS23215108187-KAVYA FLOR		5,520.00		4,66,441.68Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		4,66,436.08Cr	
03-08-23	NEFT-BARBS23215108189-BEEKESH CH		37,870.00		4,28,566.08Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		4,28,560.48Cr	
03-08-23	NEFT-BARBS23215108191-SATENDER K		89,500.00		3,39,060.48Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		3,39,054.88Cr	
03-08-23	NEFT-BARBS23215108193-GEETA RANI		62,500.00		2,76,554.88Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		2,76,549.28Cr	
03-08-23	NEFT-BARBS23215108195-ARKIN KUMA		16,000.00		2,60,549.28Cr	
03-08-23	Charges for PORD Customer Paymen		2.65		2,60,546.63Cr	
03-08-23	NEFT-BARBS23215108196-AMBIKA ENT		6,230.00		2,54,316.63Cr	
03-08-23	Charges for PORD Customer Paymen		2.65		2,54,313.98Cr	
03-08-23	NEFT-BARBS23215108199-PARESH STA		1,[illegible]		2,52,733.98Cr	
03-08-23	Charges for PORD Customer Paymen		5.[illegible]		2,52,728.38Cr	
03-08-23	NEFT-BARBS23215108200-JAIPUR INT		10,[illegible]		2,41,854.38Cr	
03-08-23	Charges for PORD Customer Paymen		[illegible]		2,41,851.73Cr	
03-08-23	NEFT-BARBS23215108201-NETWORK TE		3,456.00		2,38,395.73Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		2,38,390.13Cr	
03-08-23	NEFT-BARBS23215108204-RAVINDER K		20,000.00		2,18,390.13Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		2,18,384.53Cr	
03-08-23	NEFT-BARBS23215108206-RACHEETA D		50,000.00		1,68,384.53Cr	
03-08-23	ELECTRO SYSTEMS-MALVIY	3178	96,548.00		71,836.53Cr	
03-08-23	JAGDAMBA S PRASAD-SANEAS	3180	66,000.00		5,836.53Cr	
04-08-23	DIGITA-MUMBAI/NEFT-N216232579015			1,00,000.00	1,05,836.53Cr	
04-08-23	SERBOM-MUMBAI/3172:MICR INWD CLG		26,023.00		79,813.53Cr	
04-08-23	SERBOM-MUMBAI/RETURNED:3172:FUND			26,023.00	1,05,836.53Cr	
04-08-23	SERBOM-MUMBAI/OUTWARD RETURN CHA		295.00		1,05,541.53Cr	
04-08-23	Charges for PORD Customer Paymen		5.60		1,05,535.93Cr	
04-08-23	NEFT-BARBU23216065671-PRATYUSH B	3181	25,000.00		80,535.93Cr	
05-08-23	DIGITA-MUMBAI/NEFT-N217232580794			5,00,000.00	5,80,535.93Cr	
05-08-23	ADITYA KUMAR JHA	3182	1,50,000.00		4,30,535.93Cr	
05-08-23	Charges for PORD Customer Paymen		5.60		4,30,530.33Cr	
05-08-23	NEFT-BARBV23217395857-VARDHMAN C	3183	26,023.00		4,04,507.33Cr	
05-08-23	PRCR/LUCKY NX/MUMBAI		2,336.00		4,02,171.33Cr	
05-08-23	PRCR/AMAR JUICE RESTAURANT/MUMBA		302.00		4,01,869.33Cr	
08-08-23	DIGITA-MUMBAI/NEFT-N220232586204			5,00,000.00	9,01,869.33Cr	
08-08-23	Charges for PORD Customer Paymen		29.20		9,01,840.13Cr	
08-08-23	NEFT-BARBZ23220753860-AERO PACK	3185	8,80,000.00		21,840.13Cr	
09-08-23	SMS Charges for MAY 23		1.42		21,838.71Cr	
09-08-23	ATM/3/XXXXXXXXXX		15,000.00		6,838.71Cr	
Page Total:			16,06,148.62	11,26,023.00	6,838.71Cr	

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Date: 31-03-2024
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Page No: 16

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
09-08-23	ATM/4/XXXXXXXXXX		5,000.00		1,838.71Cr	
10-08-23	DIGITA-MUMBAI/NEFT-AXIC232225847			80,000.00	81,838.71Cr	
10-08-23	PRCR/ALFA 1/MUMBAI		2,140.00		79,698.71Cr	
17-08-23	Charges for PORD Customer Paymen		5.60		79,693.11Cr	
17-08-23	NEFT-BARBP23229705595-SONAM SHAR	3188	50,000.00		29,693.11Cr	
17-08-23	Charges for PORD Customer Paymen		5.60		29,687.51Cr	
17-08-23	NEFT-BARBP23229836195-BEEKESH CH	3192	24,327.00		5,360.51Cr	
18-08-23	SERBOM-MUMBAI/BY INST 377418 : M			25,00,000.00	25,05,360.51Cr	
19-08-23	Charges for PORD Customer Paymen		2.65		25,05,357.86Cr	
19-08-23	NEFT-BARBS23231467151-SHRIJOO KA	3194	9,000.00		24,96,357.86Cr	
19-08-23	Charges for PORD Customer Paymen		29.00		24,96,328.86Cr	
19-08-23	RTGS-BARBR52023081900750382-PUSH	3184	3,65,000.00		21,31,328.86Cr	
19-08-23	Charges for PORD Customer Paymen		29.00		21,31,299.86Cr	
19-08-23	RTGS-BARBR52023081900751005-AERO	3191	2,75,000.00		18,56,299.86Cr	
19-08-23	SERBOM-MUMBAI/SOC J B NAGAR CO	3187	31,797.00		18,24,502.86Cr	
19-08-23	SERBOM-MUMBAI/SANKALP COOPERATIV	3186	6,830.00		18,17,672.86Cr	
21-08-23	DIGITA-MUMBAI/NEFT-N233232603556			35,342.00	18,53,014.86Cr	
22-08-23	Charges for PORD Customer Paymen		2.65		18,53,012.21Cr	
22-08-23	NEFT-BARBW23234049752-BEEKESH CH	3197	4,800.00		18,48,212.21Cr	
22-08-23	Charges for PORD Customer Paymen		5.60		18,48,206.61Cr	
22-08-23	NEFT-BARBW23234228755-RAVINDAR K	3193	34,700.00		18,13,506.61Cr	
22-08-23	Charges for PORD Customer Paymen		2.65		18,13,503.96Cr	
22-08-23	NEFT-BARBW23234319828-VALMIKY HA	3195	4,000.00		18,09,503.96Cr	
22-08-23	Charges for PORD Customer Paymen		5.60		18,09,498.36Cr	
22-08-23	NEFT-BARBW23234348868-AKHIL SUBH	3198	49,106.00		17,60,392.36Cr	
23-08-23	SMS Charges for JUN 23		2.36		17,60,390.00Cr	
24-08-23	Charges for PORD Customer Paymen		2.65		17,60,387.35Cr	
24-08-23	NEFT-BARBZ23236201751-BEEKESH CH	3200	4,175.00		17,56,212.35Cr	
25-08-23	Charges for PORD Customer Paymen		2.65		17,56,209.70Cr	
25-08-23	NEFT-BARBP23237369451-BEEKESH CH	3199	8,500.00		17,47,709.70Cr	
25-08-23	Charges for PORD Customer Paymen		5.60		17,47,704.10Cr	

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25-08-23	NEFT-BARBP232374021137-PRATYUSH B	3201	40,000.00		17,07,704.10Cr
25-08-23	PRCR/OPTIONS CLOTHING CO PV/MUMB		35,053.00		16,72,651.10Cr
28-08-23	Charges for PORD Customer Paymen		29.00		16,72,622.10Cr
28-08-23	RTGS-BARBR52023082800881088-SUPR	3169	4,50,000.00		12,22,622.10Cr
28-08-23	Charges for PORD Customer Paymen		2.65		12,22,619.45Cr
28-08-23	NEFT-BARBS23240816709-BEEKESH CH	3203	2,000.00		12,20,619.45Cr
28-08-23	Charges for PORD Customer Paymen		2.65		12,20,616.80Cr
28-08-23	NEFT-BARBS23240828959-BEEKESH CH	3204	1,500.00		12,19,116.80Cr
28-08-23	SERBOM-MUMBAI/SHREE MARUTI COURI	3196	1,905.00		12,17,211.80Cr
29-08-23	Charges for PORD Customer Paymen		29.00		12,17,182.80Cr
29-08-23	RTGS-BARBR52023082900964504-SUPR	3206	4,50,070.80		7,67,112.00Cr
Page Total:			18,55,068.71	26,15,342.00	7,67,112.00Cr

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Page No: 17

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
30-08-23	DD/BC ISSUED	3208	5,00,000.00		2,67,112.00Cr	
30-08-23	COMMN DEBIT FOR BARODA ADVANTAGE		2,950.00		2,64,162.00Cr	
30-08-23	Cheque Book Charges		295.00		2,63,867.00Cr	
01-09-23	Charges for PORD Customer Paymen		2.65		2,63,864.35Cr	
01-09-23	NEFT-BARBZ23244091849-BEEKESH CH	3207	5,000.00		2,58,864.35Cr	
01-09-23	Charges for PORD Customer Paymen		5.60		2,58,858.75Cr	
01-09-23	NEFT-BARBZ23244095800-HALAL AND	3202	75,000.00		1,83,858.75Cr	
01-09-23	BEEKESH CHOUDHARY	3209	1,50,000.00		33,858.75Cr	
02-09-23	RTGS-HDFCR52023090284531324-SUPR			6,50,000.00	6,83,858.75Cr	
02-09-23	JAGDAMBA S PRASAD-SAKINA	3211	33,000.00		6,50,858.75Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		6,50,853.15Cr	
02-09-23	NEFT-BARBQ23245057063-BEEKESH CH		28,000.00		6,22,853.15Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		6,22,847.55Cr	
02-09-23	NEFT-BARBQ23245057065-ARVIND RAJ		40,000.00		5,82,847.55Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		5,82,841.95Cr	
02-09-23	NEFT-BARBQ23245057070-NEHA SECUR		13,000.00		5,69,841.95Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		5,69,836.35Cr	
02-09-23	NEFT-BARBQ23245057072-NEHA SECUR		13,000.00		5,56,836.35Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		5,56,830.75Cr	
02-09-23	NEFT-BARBQ23245057074-SANDEEP KU		18,000.00		5,38,830.75Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		5,38,825.15Cr	
02-09-23	NEFT-BARBQ23245057077-KANTI LAL		12,212.00		5,26,613.15Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		5,26,607.55Cr	
02-09-23	NEFT-BARBQ23245057080-AKHIL SUBH		18,000.00		5,08,607.55Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		5,08,601.95Cr	
02-09-23	NEFT-BARBQ23245057082-SUDAMA RAJ		30,000.00		4,78,601.95Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		4,78,596.35Cr	
02-09-23	NEFT-BARBQ23245057084-ALERT SECU		11,800.00		4,66,796.35Cr	
02-09-23	Charges for PORD Customer Paymen		2.65		4,66,793.70Cr	
02-09-23	NEFT-BARBQ23245057086-SAGAR RAME		7,800.00		4,58,993.70Cr	
02-09-23	Charges for PORD Customer Paymen		2.65		4,58,991.05Cr	
02-09-23	NEFT-BARBQ23245057091-NATHO PRAS		6,000.00		4,52,991.05Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		4,52,985.45Cr	
02-09-23	NEFT-BARBQ23245057092-VIJAY PANW		33,000.00		4,19,985.45Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		4,19,979.85Cr	
02-09-23	NEFT-BARBQ23245057094-DASHRATH P		11,500.00		4,08,479.85Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		4,08,474.25Cr	
02-09-23	NEFT-BARBQ23245057096-BANDHU THA		13,000.00		3,95,474.25Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		3,95,468.65Cr	
02-09-23	NEFT-BARBQ23245057098-GIRIDHARI		19,600.00		3,75,868.65Cr	
02-09-23	Charges for PORD Customer Paymen		2.65		3,75,866.00Cr	
02-09-23	NEFT-BARBQ23245057101-KAVYA FLOR		5,620.00		3,70,246.00Cr	
Page Total:			10,46,866.00	6,50,000.00	3,70,246.00Cr	

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Page No: 18

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
02-09-23	Charges for PORD Customer Paymen		5.60		3,70,240.40Cr	
02-09-23	NEFT-BARBQ23245057103-BEEKESH CH		45,890.00		3,24,350.40Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		3,24,344.80Cr	

02-09-23	NEFT-BARBQ23245057105-SATENDER K		89,500.00		2,34,844.80Cr
02-09-23	Charges for PORD Customer Paymen		5.60		2,34,839.20Cr
02-09-23	NEFT-BARBQ23245057107-GEETA RANI		62,500.00		1,72,339.20Cr
02-09-23	Charges for PORD Customer Paymen		5.60		1,72,333.60Cr
02-09-23	NEFT-BARBQ23245057111-ARKIN KUMA		16,000.00		1,56,333.60Cr
02-09-23	Charges for PORD Customer Paymen		2.65		1,56,330.95Cr
02-09-23	NEFT-BARBQ23245057112-PARESH STA		1,064.00		1,55,266.95Cr
02-09-23	Charges for PORD Customer Paymen		5.60		1,55,261.35Cr
02-09-23	NEFT-BARBQ23245057114-JAIPUR INT		21,070.08		1,34,191.27Cr
02-09-23	Charges for PORD Customer Paymen		5.60		1,34,185.67Cr
02-09-23	NEFT-BARBQ23245057115-AGXINDIA L		80,000.00		54,185.67Cr
02-09-23	Charges for PORD Customer Paymen		5.60		54,180.07Cr
02-09-23	NEFT-BARBQ23245271242-RAVINDER K	3212	28,500.00		25,680.07Cr
13-09-23	DIGITA-MUMBAI/NEFT-AXIC232562697			64,000.00	89,680.07Cr
14-09-23	DIGITA-MUMBAI/NEFT-IBKL230914606			5,00,000.00	5,89,680.07Cr
15-09-23	SAGAR CHANDRA SAHANI	3213	2,50,000.00		3,39,680.07Cr
15-09-23	Charges for PORD Customer Paymen		5.60		3,39,674.47Cr
15-09-23	NEFT-BARBY23258757056-STAR HEALT	3216	15,272.00		3,24,402.47Cr
15-09-23	Charges for PORD Customer Paymen		5.60		3,24,396.87Cr
15-09-23	NEFT-BARBY23258808736-STAR HEALT	3214	66,690.00		2,57,706.87Cr
16-09-23	SMS-USG-CRG-SMS_Charges_for_JUL_		2.12		2,57,704.75Cr
16-09-23	NEFT-BARBZ23259853499-BEEKESH CH	3215	35,000.00		2,22,704.75Cr
16-09-23	Charges for PORD Customer Paymen		5.60		2,22,699.15Cr
16-09-23	NEFT-BARBP23259159051-AERO PARTS	3217	50,000.00		1,72,699.15Cr
18-09-23	Charges for PORD Customer Paymen		5.60		1,72,693.55Cr
18-09-23	NEFT-BARBR23261149338-SANDEEP KU	3218	11,464.00		1,61,229.55Cr
19-09-23	0000-MUMBAI/LEDGER FOLIO CHARGES		147.50		1,61,082.05Cr
20-09-23	Charges for PORD Customer Paymen		5.60		1,61,076.45Cr
20-09-23	NEFT-BARBT23263722660-AERO PARTS	3220	50,000.00		1,11,076.45Cr
20-09-23	Charges for PORD Customer Paymen		5.60		1,11,070.85Cr
20-09-23	NEFT-BARBT23263816597-RAVINDER K	3219	25,000.00		86,070.85Cr
21-09-23	Charges for PORD Customer Paymen		5.60		86,065.25Cr
21-09-23	NEFT-BARBV23264105049-ARVIND RAJ	3222	75,000.00		11,065.25Cr
25-09-23	Charges for PORD Customer Paymen		2.65		11,062.60Cr
25-09-23	NEFT-BARBZ23268904809-SANDEEP KU	3221	5,000.00		6,062.60Cr
27-09-23	Charges for PORD Customer Paymen		2.65		6,059.95Cr
27-09-23	NEFT-BARBS23270225339-BEEKESH CH	3224	2,000.00		4,059.95Cr
28-09-23	SMS Charges for AUG 23		6.37		4,053.58Cr
04-10-23	RTGS-HDFCR52023100492648279-SUPR			8,00,000.00	8,04,053.58Cr
Page Total:			9,30,192.42	13,64,000.00	8,04,053.58Cr

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A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
04-10-23	SAGAR CHANDRA SAHANI	3226	1,50,000.00		6,54,053.58Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		6,54,047.98Cr	
04-10-23	NEFT-BARBR23277426638-BEEKESH CH		28,000.00		6,26,047.98Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		6,26,042.38Cr	
04-10-23	NEFT-BARBR23277426644-ARVIND RAJ		40,000.00		5,86,042.38Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		5,86,036.78Cr	
04-10-23	NEFT-BARBR23277426650-NEHA SECUR		13,000.00		5,73,036.78Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		5,73,031.18Cr	
04-10-23	NEFT-BARBR23277426655-NEHA SECUR		13,000.00		5,60,031.18Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		5,60,025.58Cr	
04-10-23	NEFT-BARBR23277426660-SANDEEP KU		18,701.00		5,41,324.58Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		5,41,318.98Cr	
04-10-23	NEFT-BARBR23277426665-KANTI LAL		13,910.00		5,27,408.98Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		5,27,403.38Cr	
04-10-23	NEFT-BARBR23277426670-AKHIL SUBH		18,000.00		5,09,403.38Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		5,09,397.78Cr	
04-10-23	NEFT-BARBR23277426678-SUDAMA RAJ		30,000.00		4,79,397.78Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		4,79,392.18Cr	
04-10-23	NEFT-BARBR23277426682-ALERT SECU		11,800.00		4,67,592.18Cr	
04-10-23	Charges for PORD Customer Paymen		2.65		4,67,589.53Cr	
04-10-23	NEFT-BARBR23277426686-SAGAR RAME		7,800.00		4,59,789.53Cr	
04-10-23	Charges for PORD Customer Paymen		2.65		4,59,786.88Cr	
04-10-23	NEFT-BARBR23277426694-NATHO PRAS		6,000.00		4,53,786.88Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		4,53,781.28Cr	
04-10-23	NEFT-BARBR23277426698-VIJAY PANW		33,000.00		4,20,781.28Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		4,20,775.68Cr	
04-10-23	NEFT-BARBR23277426703-DASHRATH P		11,500.00		4,09,275.68Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		4,09,270.08Cr	
04-10-23	NEFT-BARBR23277426708-BANDHU THA		13,000.00		3,96,270.08Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		3,96,264.48Cr	
04-10-23	NEFT-BARBR23277426714-GIRIDHARI		15,000.00		3,81,264.48Cr	
04-10-23	Charges for PORD Customer Paymen		2.65		3,81,261.83Cr	
04-10-23	NEFT-BARBR23277426722-KAVYA FLOR		6,000.00		3,75,261.83Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		3,75,256.23Cr	
04-10-23	NEFT-BARBR23277426731-BEEKESH CH		67,624.00		3,07,632.23Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		3,07,626.63Cr	
04-10-23	NEFT-BARBR23277426736-SATENDER K		89,500.00		2,18,126.63Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		2,18,121.03Cr	
04-10-23	NEFT-BARBR23277426743-GEETA RANI		62,500.00		1,55,621.03Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		1,55,615.43Cr	

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04-10-23 NEFT-BARBR23277426852-ARKIN KUMA	16,000.00		1,39,615.43Cr
04-10-23 Charges for PORD Customer Paymen	2.65		1,39,612.78Cr
Page Total:	6,64,440.80	0	1,39,612.78Cr

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A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
04-10-23	NEFT-BARBR23277426859-PARESH STA		815.00		1,38,797.78Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		1,38,792.18Cr	
04-10-23	NEFT-BARBR23277426865-JAIPUR INT		40,780.80		98,011.38Cr	
04-10-23	Charges for PORD Customer Paymen		2.65		98,008.73Cr	
04-10-23	NEFT-BARBR23277426871-AMBIKA ENT		5,971.00		92,037.73Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		92,032.13Cr	
04-10-23	NEFT-BARBR23277426877-GOVIND KUM		10,700.00		81,332.13Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		81,326.53Cr	
04-10-23	NEFT-BARBR23277485239-RAVINDER K	3225	25,000.00		56,326.53Cr	
04-10-23	SAGAR CHANDRA SAHANI	3229	19,000.00		37,326.53Cr	
04-10-23	JAGDAMBA S PRASAD-SAKINA	3230	33,000.00		4,326.53Cr	
06-10-23	PRCR/RAJWADI DRESSES/MUMBAI		2,490.00		1,836.53Cr	
07-10-23	Cheque Book Charges		295.00		1,541.53Cr	
16-10-23	DIGITA-MUMBAI/NEFT-N289232690539			2,00,000.00	2,01,541.53Cr	
16-10-23	SAGAR CHANDRA SAHANI	3239	80,000.00		1,21,541.53Cr	
16-10-23	Charges for PORD Customer Paymen		5.60		1,21,535.93Cr	
16-10-23	NEFT-BARBQ23289289506-BEEKESH CH	3237	38,608.00		82,927.93Cr	
16-10-23	Charges for PORD Customer Paymen		5.60		82,922.33Cr	
16-10-23	NEFT-BARBQ23289361278-RAVINDER K	3238	50,000.00		32,922.33Cr	
16-10-23	Charges for PORD Customer Paymen		5.60		32,916.73Cr	
16-10-23	NEFT-BARBQ23289364600-GAURAV RAB	3236	15,000.00		17,916.73Cr	
16-10-23	Charges for PORD Customer Paymen		5.60		17,911.13Cr	
16-10-23	NEFT-BARBQ23289461598-VARDHMAN C	3242	11,406.00		6,505.13Cr	
17-10-23	DIGITA-MUMBAI/NEFT-N290232693672			1,000.00	7,505.13Cr	
18-10-23	SERBOM-MUMBAI/SANKALP COOPERATIV	3235	7,450.00		55.13Cr	
23-10-23	DIGITA-MUMBAI/NEFT-N296232700800			35,000.00	35,055.13Cr	
23-10-23	SAGAR CHANDRA SAHANI	3243	15,000.00		20,055.13Cr	
23-10-23	Charges for PORD Customer Paymen		5.60		20,049.53Cr	
23-10-23	NEFT-BARBQ23296977775-PATEL COUR	3244	18,000.00		2,049.53Cr	
31-10-23	SERMAS-CHENNAI/BY INST 401 : MIC			32,67,820.00	32,69,869.53Cr	
01-11-23	BEEKESH CHOUDHARY	3245	1,50,000.00		31,19,869.53Cr	
01-11-23	SAGAR CHANDRA SAHANI	3233	4,50,000.00		26,69,869.53Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		26,69,863.93Cr	
01-11-23	NEFT-BARBU23305275684-BEEKESH CH		28,000.00		26,41,863.93Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		26,41,858.33Cr	
01-11-23	NEFT-BARBU23305275688-ARVIND RAJ		40,000.00		26,01,858.33Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		26,01,852.73Cr	
01-11-23	NEFT-BARBU23305275694-NEHA SECUR		13,000.00		25,88,852.73Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		25,88,847.13Cr	
01-11-23	NEFT-BARBU23305275700-NEHA SECUR		13,000.00		25,75,847.13Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		25,75,841.53Cr	
01-11-23	NEFT-BARBU23305275706-SANDEEP KU		16,498.00		25,59,343.53Cr	
Page Total:			10,84,089.25	35,03,820.00	25,59,343.53Cr	

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Date: 31-03-2024
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A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
01-11-23	Charges for PORD Customer Paymen		29.20		25,59,314.33Cr	
01-11-23	NEFT-BARBU23305275713-SUPREME AV		13,00,000.00		12,59,314.33Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		12,59,308.73Cr	
01-11-23	NEFT-BARBU23305275718-AKHIL SUBH		18,000.00		12,41,308.73Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		12,41,303.13Cr	
01-11-23	NEFT-BARBU23305275721-SUDAMA RAJ		30,000.00		12,11,303.13Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		12,11,297.53Cr	
01-11-23	NEFT-BARBU23305275726-ALERT SECU		11,800.00		11,99,497.53Cr	
01-11-23	Charges for PORD Customer Paymen		2.65		11,99,494.88Cr	
01-11-23	NEFT-BARBU23305275731-SAGAR RAME		7,800.00		11,91,694.88Cr	
01-11-23	Charges for PORD Customer Paymen		2.65		11,91,692.23Cr	
01-11-23	NEFT-BARBU23305275737-NATHO PRAS		6,000.00		11,85,692.23Cr	

01-11-23	Charges for PORD Customer Paymen	5.60		11,85,686.63Cr
01-11-23	NEFT-BARBU23305275743-VIJAY PANW	33,000.00		11,52,686.63Cr
01-11-23	Charges for PORD Customer Paymen	5.60		11,52,681.03Cr
01-11-23	NEFT-BARBU23305275749-DASHRATH P	11,500.00		11,41,181.03Cr
01-11-23	Charges for PORD Customer Paymen	5.60		11,41,175.43Cr
01-11-23	NEFT-BARBU23305277153-BANDHU THA	13,000.00		11,28,175.43Cr
01-11-23	Charges for PORD Customer Paymen	5.60		11,28,169.83Cr
01-11-23	NEFT-BARBU23305277159-GIRIDHARI	25,000.00		11,03,169.83Cr
01-11-23	Charges for PORD Customer Paymen	2.65		11,03,167.18Cr
01-11-23	NEFT-BARBU23305277163-KAVYA FLOR	5,520.00		10,97,647.18Cr
01-11-23	Charges for PORD Customer Paymen	5.60		10,97,641.58Cr
01-11-23	NEFT-BARBU23305277169-BEEKESH CH	45,273.00		10,52,368.58Cr
01-11-23	Charges for PORD Customer Paymen	5.60		10,52,362.98Cr
01-11-23	NEFT-BARBU23305277175-SATENDER K	89,500.00		9,62,862.98Cr
01-11-23	Charges for PORD Customer Paymen	5.60		9,62,857.38Cr
01-11-23	NEFT-BARBU23305277180-GEETA RANI	62,500.00		9,00,357.38Cr
01-11-23	Charges for PORD Customer Paymen	5.60		9,00,351.78Cr
01-11-23	NEFT-BARBU23305277183-ARKIN KUMA	18,000.00		8,82,351.78Cr
01-11-23	Charges for PORD Customer Paymen	2.65		8,82,349.13Cr
01-11-23	NEFT-BARBU23305277188-AMBIKA ENT	5,971.00		8,76,378.13Cr
01-11-23	Charges for PORD Customer Paymen	2.65		8,76,375.48Cr
01-11-23	NEFT-BARBU23305277192-GOVIND KUM	3,950.00		8,72,425.48Cr
01-11-23	Charges for PORD Customer Paymen	2.65		8,72,422.83Cr
01-11-23	NEFT-BARBU23305277197-BOMBAY GOO	6,372.00		8,66,050.83Cr
01-11-23	Charges for PORD Customer Paymen	5.60		8,66,045.23Cr
01-11-23	NEFT-BARBU23305277203-DIVYA SAIN	1,00,000.00		7,66,045.23Cr
01-11-23	Charges for PORD Customer Paymen	5.60		7,66,039.63Cr
01-11-23	NEFT-BARBU23305277207-JAIPUR INT	21,070.80		7,44,968.83Cr
01-11-23	Charges for PORD Customer Paymen	5.60		7,44,963.23Cr
01-11-23	NEFT-BARBU23305277215-PAYAL MADH	75,001.00		6,69,962.23Cr
Page Total:		18,89,381.30	0	6,69,962.23Cr

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A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
01-11-23	Charges for PORD Customer Paymen		17.40		6,69,944.83Cr	
01-11-23	NEFT-BARBU23305277220-PRACHI CRE		1,65,874.00		5,04,070.83Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		5,04,065.23Cr	
01-11-23	NEFT-BARBU23305277225-SHIKHIL SU		1,00,000.00		4,04,065.23Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		4,04,059.63Cr	
01-11-23	NEFT-BARBU23305277234-RAVINDAR K		20,000.00		3,84,059.63Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		3,84,054.03Cr	
01-11-23	NEFT-BARBU23305277240-KANTI LAL		10,464.00		3,73,590.03Cr	
01-11-23	Charges for PORD Customer Paymen		17.40		3,73,572.63Cr	
01-11-23	NEFT-BARBU23305352854-NASU SYSTE	3234	1,65,200.00		2,08,372.63Cr	
02-11-23	DEVENDRA KUMANNA BEDAR	3241	5,100.00		2,03,272.63Cr	
03-11-23	PRCR/SAIFEE TYRE SERVICE/MUMBAI		29,700.00		1,73,572.63Cr	
04-11-23	PRCR/LUCKY NX/MUMBAI		480.00		1,73,092.63Cr	
04-11-23	SERBOM-MUMBAI/SUPREME AVIATION I	3247	54,078.00		1,19,014.63Cr	
04-11-23	SERBOM-MUMBAI/SUPREME AVIATION I	3246	44,451.00		74,563.63Cr	
06-11-23	ATM/28/XXXXXXXXX		3,000.00		71,563.63Cr	
06-11-23	ATM/29/XXXXXXXXX		2,500.00		69,063.63Cr	
06-11-23	Charges for PORD Customer Paymen		5.60		69,058.03Cr	
06-11-23	NEFT-BARBS23310055108-GAURAV RAB	3253	15,000.00		54,058.03Cr	
06-11-23	SERMAS-CHENNAI/BY INST 14738 : M			1,99,94,000.00	2,00,48,058.03Cr	
06-11-23	Charges for PORD Customer Paymen		5.60		2,00,48,052.43Cr	
06-11-23	NEFT-BARBS23310060572-RAVINDAR K	3252	20,000.00		2,00,28,052.43Cr	
06-11-23	SERMAS-CHENNAI/BY INST 14728 : M			33,87,000.00	2,34,15,052.43Cr	
06-11-23	SERMAS-CHENNAI/BY INST 14726 : M			1,77,19,000.00	4,11,34,052.43Cr	
08-11-23	SERBOM-MUMBAI/SHRI SAIBABA MITRA	3249	3,100.00		4,11,30,952.43Cr	
09-11-23	DIGITA-MUMBAI/NEFT-N313232730837			50,000.00	4,11,80,952.43Cr	
09-11-23	Charges for PORD Customer Paymen		5.60		4,11,80,946.83Cr	
09-11-23	NEFT-BARBZ23313583268-HALAI AND	3251	50,000.00		4,11,30,946.83Cr	
10-11-23	DIGITA-MUMBAI/NEFT-N314232733369			1,00,000.00	4,12,30,946.83Cr	
10-11-23	Charges for PORD Customer Paymen		5.60		4,12,30,941.23Cr	
10-11-23	NEFT-BARBQ23314943754-SANJAY DEV	3255	30,000.00		4,12,00,941.23Cr	
10-11-23	JAGDAMBA S PRASAD-SAKINA	3257	33,000.00		4,11,67,941.23Cr	
10-11-23	SERBOM-MUMBAI/3250:MICR INWD CLG		4,11,00,000.00		67,941.23Cr	
10-11-23	SERBOM-MUMBAI/RETURNED:3250:ADVI			4,11,00,000.00	4,11,67,941.23Cr	
13-11-23	BEEKESH CHUODHARY	3227	25,000.00		4,11,42,941.23Cr	
13-11-23	BEEKESH CHUODHARY	3262	18,700.00		4,11,24,241.23Cr	
13-11-23	Charges for PORD Customer Paymen		5.60		4,11,24,235.63Cr	
13-11-23	NEFT-BARBV23317569910-BEEKESH CH	3258	28,000.00		4,10,96,235.63Cr	
13-11-23	Charges for PORD Customer Paymen		5.60		4,10,96,230.03Cr	
13-11-23	NEFT-BARBV23317569883-ARVIND RAJ	3259	40,000.00		4,10,56,230.03Cr	
13-11-23	Charges for PORD Customer Paymen		5.60		4,10,56,224.43Cr	
13-11-23	NEFT-BARBV23317571213-SUDAMA RAS	3260	30,000.00		4,10,26,224.43Cr	
Page Total:			4,19,93,737.80	8,23,50,000.00	4,10,26,224.43Cr	

Note: Cheques received in inward clearing will be considered for debiting/
returning on the basis opening balance in account
Unless the constituent notifies the bank of any discrepancy in this statement

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BANK OF BARODA
SAKINAKA MUMBAI
ADDRESS: 4-5 TOWN CENTER NEAR MITTAL ESTATE, SA,MUMBA,MH,400059
HELPLINE NO. : 1800 5700
BRANCH PHONE NO. :022-28508565
MICR CODE: 400012057 IFSC CODE: BARB0SAKINA

Date: 31-03-2024
Time: 12:46:16

Page No: 23

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 05-01-2023 to 30-03-2024

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
13-11-23	stop payment chrg		236.00		4,10,25,988.43Cr	
13-11-23	Charges for PORD Customer Paymen		5.60		4,10,25,982.83Cr	
13-11-23	NEFT-BARBV23317601753-NEHA SECUR	3261	13,000.00		4,10,12,982.83Cr	
14-11-23	SERMAS-CHENNAI/BY INST 14731 : M			28,00,000.00	4,38,12,982.83Cr	
14-11-23	SERMAS-CHENNAI/BY INST 14730 : M			1,80,00,000.00	6,18,12,982.83Cr	
14-11-23	SERMAS-CHENNAI/BY INST 14730 : M			1,80,00,000.00	7,98,12,982.83Cr	
14-11-23	SERMAS-CHENNAI/BY INST 14729 : M			1,42,00,000.00	9,40,12,982.83Cr	
14-11-23	SERMAS-CHENNAI/REJECT:14730:CONT		1,80,00,000.00		7,60,12,982.83Cr	
14-11-23	SERMAS-CHENNAI/REJECT:14730:CONT		1,80,00,000.00		5,80,12,982.83Cr	
14-11-23	SERMAS-CHENNAI/INWARD RETURN		590.00		5,80,12,392.83Cr	
14-11-23	SERMAS-CHENNAI/INWARD RETURN		590.00		5,80,11,802.83Cr	
16-11-23	SERMAS-CHENNAI/BY INST 14730 : M			1,80,00,000.00	7,60,11,802.83Cr	
17-11-23	RAMJIT RAJBHAR	3264	1,400.00		7,60,10,402.83Cr	
17-11-23	03/56648-SAKINA		7,59,26,262.00		84,140.83Cr	
17-11-23	PRCR/PRAKASH RAMJI PATEL/Mumbai		100.00		84,040.83Cr	
17-11-23	PRCR/AMAR JUICE RESTAURANT/MUMBA		478.00		83,562.83Cr	
20-11-23	SERBOM-MUMBAI/3254:MICR INWD CLG		30,181.00		53,381.83Cr	
20-11-23	SERBOM-MUMBAI/RETURNED:3254:CONT			30,181.00	83,562.83Cr	
22-11-23	SERBOM-MUMBAI/3263:MICR INWD CLG		3,500.00		80,062.83Cr	
22-11-23	SERBOM-MUMBAI/RETURNED:3263:CONT			3,500.00	83,562.83Cr	
27-11-23	0000-MUMBAI/04120300056648 Int:			1,82,700.00	2,66,262.83Cr	
15-12-23	RTGS-IBKLR92023121500047053-SHAI			5,00,000.00	7,66,262.83Cr	
25-12-23	0000-MUMBAI/04120300056648 Int:			4,21,614.00	11,87,876.83Cr	
29-01-24	0000-MUMBAI/04120300056648 Int:			4,21,615.00	16,09,491.83Cr	
26-02-24	0000-MUMBAI/04120300056648 Int:			4,21,615.00	20,31,106.83Cr	
25-03-24	0000-MUMBAI/04120300056648 Int:			4,21,615.00	24,52,721.83Cr	
Page Total:			11,19,76,342.60	7,34,02,840.00	24,52,721.83Cr	
Grand Total:			19,40,36,654.61	19,58,72,373.29	24,52,721.83Cr	

Note: Cheques received in inward clearing will be considered for debiting/ returning on the basis opening balance in account
Unless the constituent notifies the bank of any discrepancy in this statement within 15 days from the date of statement, it will be construed that the transaction(s) in the statement are correct.

****END OF STATEMENT****

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आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AKUPA2069F
नाम/Name
AMMEET K AGARWAL
पिता का नाम / Father's Name
KAMAL NAGARMAL AGARWAL
जन्म की तारीख / Date of Birth
16/09/1988
हस्ताक्षर / Signature

Ammeet K Agarwal

Ammeet K Agarwal

CUSTMOD

FVA074013

266018527

Certified True Copy

बैंक ऑफ बड़ौदा
Bank of Baroda
Sakinaka Branch Mumbai-69

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भारत सरकार

अम्मीत कमल अग्रवाल
Ammeet Kamal Agarwal
जन्म वर्ष/YoB:1988
पुरुष Male

5878 1108 2038

आधार - आम आदमी का अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
S/O: कमल एन. अग्रवाल,
703,संकल्प मिस्त्री
कॉम्प्लेक्स, जे.बी. नगर, सुप्रीम
चोक के पास अंधेरी ईस्ट,
मुंबई, जे.बी. नगर, मुंबई
महाराष्ट्र, 400059

Address:
S/O: Kamal N. Agarwal,
703,Sankalp Mistry Complex,
J.B. Nagar, Near Supreme
Chowk Andheri East, Mumbai,
J.B. Nagar, Mumbai
Maharashtra, 400059

Aadhaar - Aam Aadmi ka Adhikar

Ammeet K Agarwal

Certified True Copy

बैंक ऑफ बड़ौदा
Bank of Baroda

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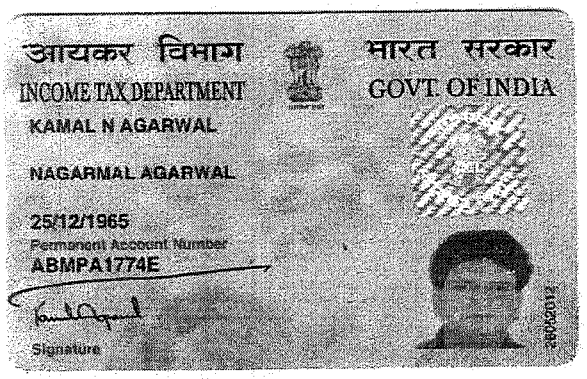
आयकर विभाग
INCOME TAX DEPARTMENT
KAMAL N AGARWAL
NAGARMAL AGARWAL
25/12/1965
Permanent Account Number
ABMPA1774E
Signature
भारत सरकार
GOVT. OF INDIA

भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

E-Aadhaar Letter

नामांकन क्रमांक/ Enrolment No.: 1207/02361/00480

al Nagarmal Agarwal (कमल नागरमल अग्रवाल)
Nagarmal Agarwal, Mistry Complex 703, Sankalp,
y Complex, J.B. Nagar,, Andheri East, Mumbai
arashtra, 400059

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं |
- पहचान का प्रमाण ऑनलाइन ऑथेन्टिकेशन द्वारा प्राप्त करें
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है |

आपका आधार क्रमांक/ Your Aadhaar No.:

7302 9923 7895

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

आधार - आम आदमी का अधिकार

help@uidai.gov.in | www.uidai.gov.in | P.O. Box No.1947, Bengaluru-560 001

- आधार देश भर में मान्य है.
- आधार के लिए आपको एक ही बार नामांकन दर्ज करवाने की आवश्यकता है.
- कृपया अपना नवीनतम मोबाइल नंबर तथा ई-मेल पता दर्ज करें. इससे आपको विभिन्न सुविधाएं प्राप्त करने में सहूलियत होगी.

- Aadhaar is valid throughout the country.
- You need to enrol only once for Aadhaar.
- Please update your mobile number and e-mail address. This will help you to avail various ser in future.

भारत सरकार
GOVERNMENT OF INDIA

कमल नागरमल अग्रवाल
Kamal Nagarmal Agarwal
जन्म वर्ष/YoB:1965
पुरुष Male

7302 9923 7895

आधार - आम आदमी का अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
S/O नागरमल अग्रवाल, मिस्त्री
काम्प्लेक्स ७०३, संकल्प, मिस्त्री
काम्प्लेक्स,जे.बी.नगर,, अँधेरी ई,
मुंबई
महाराष्ट्र, 400059

Address:
S/O Nagarmal Agarwal,
Mistry Complex 703,
Sankalp, Mistry Complex,
J.B. Nagar,, Andheri East
Mumbai
Maharashtra, 400059

Aadhaar - Aam Aadmi ka Adhikar

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आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED
29/05/2008
Permanent Account Number
AAMCS0611A

Supreme Transport Organisation Pvt Ltd
MUMBAI

Certified True Copy

Bank of India

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(Amended)

Certified Copy True

सत्यमेव जयते

Government of India

Form GST REG-06

[See Rule 10(1)]

Registration Certificate

Registration Number :27AAMCS0611A2ZU

1.	Legal Name	SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED			
2.	Trade Name, if any	SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED			
3.	Constitution of Business	Private Limited Company			
4.	Address of Principal Place of Business	GROUND, 5/B 34, AKSHAY MITTAL INDUSTRIAL ESTATE, M V ROAD, ANDHERI EAST, Mumbai Suburban, Maharashtra, 400059			
5.	Date of Liability	01/07/2017			
6.	Date of Validity	From	10/10/2017	To	NA
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority				
		Signature			
Name					
Designation					
Office					
Date of issue of Certificate		27/03/2018			
Note: The registration certificate is required to be prominently displayed at all places of Business/Office(s) in the State.					

This is a system generated digitally signed Registration Certificate issued based on the deemed approval of application on

Supreme Transport Organisation Pvt Ltd MUMBAI

Certified True Copy

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प्रारुप 1
पंजीकरण प्रमाण–पत्र

कॉर्पोरेट पहचान संख्या : U60230PN2008PTC132133 2008 - 2009

मैं एतद्द्वारा सत्यापित करता हूँ कि मैसर्स

SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के भाग 9 के अधीन आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन–पत्र आज दिनांक उनतीस मई दो हजार आठ को मेरे हस्ताक्षर से पूणे में जारी किया जाता है।

Form 1
Certificate of Incorporation

Corporate Identity Number : U60230PN2008PTC132133 2008 - 2009
I hereby certify that SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED is this day incorporated under Part IX of the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Pune this Twenty Nineth day of May Two Thousand Eight.

(KATKAR VISHNU PANDURANG)
कम्पनी रजिस्ट्रार / Registrar of Companies
महाराष्ट्र, पूणे
Maharashtra, Pune

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED
Survey No.140/01, Taloka - Mulsi P.O., Tathawade.,
Pune - 411033,
Maharashtra, INDIA

Supreme Transport Organisation Pvt Ltd MUMBAI

भारत सरकार–कॉर्पोरेट कार्य मंत्रालय

कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

(कम्पनी अधिनियम, 1956 की धारा 17क(4))

उसी राज्य में, रजिस्ट्रीकृत कार्यालय को स्थानान्तरित करने की पुष्टि से संबंधित प्रादेशिक निदेशक के आदेश के पंजीकरण के संबंध में प्रमाण–पत्र।

कॉर्पोरेट पहचान संख्या : U60230MH2008PTC216143

मैसर्स SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

ने विशेष विनिश्चय द्वारा अपने ज्ञापन संगम के प्रावधानों में, रजिस्ट्रीकृत कार्यालय के संबंध में परिवर्तन, आर.ओ.सी - पूणे, पूणे की अधिकारिता से आर.ओ.सी - मुंबई, मुंबई की अधिकारिता में , कर लिया है और इस परिवर्तन की पुष्टि, प्रादेशिक निदेशक के एक आदेश द्वारा एस.आर.एन A90846171 दिनांक 24/03/2011 के माध्यम से और प्रारुप 18 जो इस कार्यालय में, दिनांक 26/03/2011 को जमा किया गया है, कर दी गई है ।

मैं एतदद्वारा सत्यापित करता हूँ कि उक्त आदेश की एक सत्यापित प्रतिलिपि को आज पंजीकृत कर लिया गया है ।

मेरे हस्ताक्षर द्वारा मुंबई में, यह प्रमाण–पत्र, आज दिनांक तेरह अप्रेल दो हजार ग्यारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Maharashtra, Mumbai

(SECTION 17A(4) OF THE COMPANIES ACT ,1956)

CERTIFICATE OF REGISTRATION OF THE ORDER OF REGIONAL DIRECTOR CONFIRMING TRANSFER OF THE REGISTERED OFFICE WITHIN THE SAME STATE

Corporate Identity Number: U60230MH2008PTC216143

M/s SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED having by Special Resolution altered the provisions of its Memorandum of Association with respect to the place of the registered Office by changing it from the jurisdiction of RoC-Pune, Pune to the jurisdiction of RoC-Mumbai, Mumbai and such alteration having been confirmed by an Order of the Regional Director vide SRN A90846171 dated 24/03/2011 and Form 18 filed in this office on 26/03/2011.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Mumbai this Thirteenth day of AprilTwo Thousand Eleven.

Supreme Transport Organisation Pvt Ltd MUMBAI

(HENRY RICHARD)

कम्पनी रजिस्ट्रार / Registrar of Companies

महाराष्ट्र, मुंबई

Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

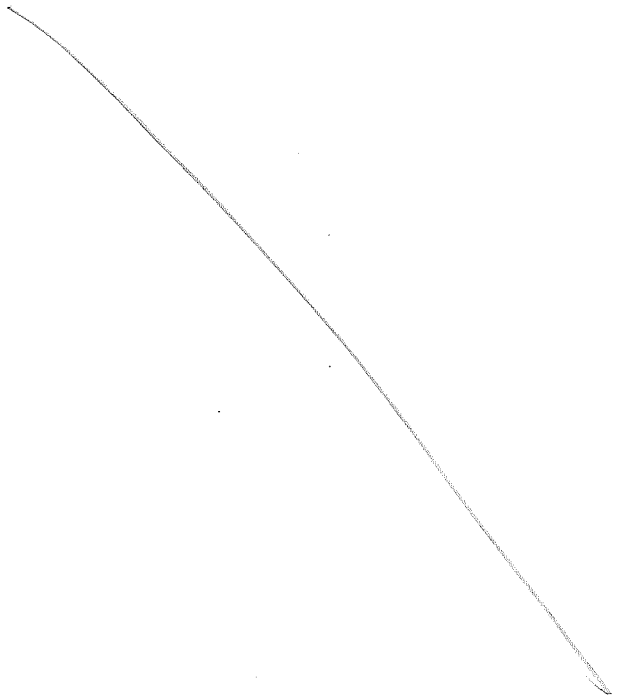
Mailing Address as per record available in Registrar of Companies office:

SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri (East), Mumbai - 400059, Maharashtra, INDIA

Certified true copy

बैंक ऑफ़ बड़ौदा Bank of Baroda Sahnaka Branch



भारत सरकार/**Government of India**
वाणिज्य एवं उद्योग मंत्रालय/**Ministry of Commerce & Industry**
वाणिज्य विभाग/**Department of Commerce**
O/O ADDITIONAL DIRECTOR GENERAL OF FOREIGN TRADE
अपर   महानिदेशक विदेश व्यापार का कार्यालय
CGO OFFICE, NEW BUILDING, SE WING MUMBAI-400020

सेवा में/To,

मैसर्स/M/s. SUPREME TRANSPORT ORGANISATION PVT. LTD.,
5-B.34, AKSHAY MITTAL INDUSTRIAL
ESTATE, M.V. ROAD, ANDHERI EAST,
MUMBAI, MAHARASHTRA 400059

विषय- आयातक-निर्यातक कोड नम्बर आवंटित करना।/Allotment of Importer-Exporter Code Number.

प्रिय महोदय/Dear Gentleman,

आपके आवेदन पत्र के सदर्भ में आपको आयातक-निर्यातक कोड संख्या [0314063978] आवंटित किया जा रहा है। कृपया इसकी अच्छी तरह जॉच लें। अगर इसमें कोई त्रुटि पाई जाती है तो उसे तत्काल इस कार्यालय के ध्यान में लाया जाए।

With reference to your application you have been allotted Importer-Exporter Code No [0314063978] Please check it properly. If there is any discrepancy, it may be brought to the notice of this office immediately.

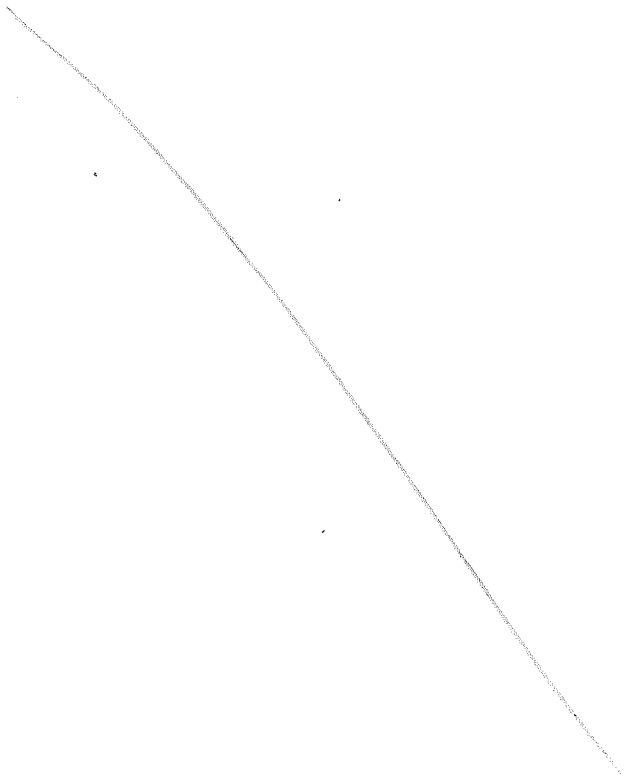
कृपया पावती दें।/Please acknowledge receipt.

भवदीय/Yours faithfully

संलग्न: यथोपरि।
Enclosure: As above

स्थान:/Place :Mumbai
दिनांक:/Date :05.12.2014

(SUSAMMA STEPHEN)
विदेश व्यापार विकास अधिकारी/Foreign Trade Development Officer



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बैंक ऑफ़ बड़ौदा
Bank of Baroda

Ref.Nos.SAKINA/ 2024 Date:30.03.2024

To
The Senior Police Inspector
Unit VII, EOW, Mumbai-4000012

"CERTIFICATE U/S 2A OF BANKER'S BOOKS OF EVIDENCE ACT, 1891"

It is certified that the information, i.e. the statement of Account No. **04720200000561** in the name of **Supreme Transport Organization Pvt Ltd** for the period from 05.01.2023 to 30.03.2024 is a true extract in printed form of the relevant data created in the usual and ordinary course of business and stored on the hard disk of the computer systems installed at branch of the bank.

It is further certified:-

That the access to the computer system and the data stored thereon is controlled by defined authorized roles exercised through unique user id and the associated password. Only the concerned user knows the password and use of ID with password establishes his identity and accountability. Changes to the data are controlled through application level checks and controls;

That physical access to the computers/server room is prevented by locking the server room and the branch after office hours. Detection of any unauthorized changes in the data after day end and before day; begin activity is carried through check-sum procedures which built into the application program. Unauthorized changes in the data during regular working hours are prevented/detected through verification of outputs with authorized inputs;

That in case of system failure the data is retrieved from the back up kept on tape/floppy/cartridge/ hard disk which is under the control of system administration/ designated employee of the branch;

That back-up is verified by the system during the process of transfer data to backup media;

That physical and logical labels identify the data storage media;

That backup devices and media are kept under lock and key which are in the custody of a designated staff member; and

That physical and logical access controls are in place as safeguards against tampering of the systems.

It is further certified that to the best of our knowledge and belief the computer system that generated and stored this information operated properly at the time of such generation/storage of the data and the printout represent correctly the relevant data.

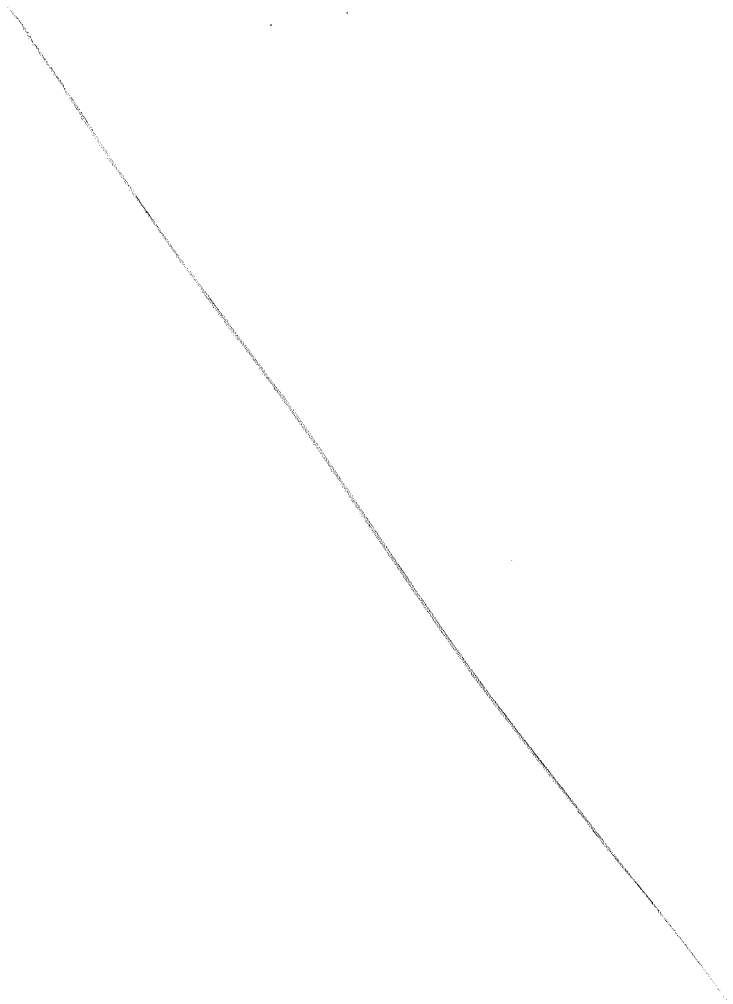
Branch Manager cum System Administrator

FOR BANK OF BARODA
कृते बैंक ऑफ बड़ौदा

Chief Manager
मुख्य प्रबंधक
Sakinaka Branch, Mumbai - 59
साकीनाका शाखा, मुंबई-५९

Name:Ashwani Kumar
Designation: Chief Manager

Sakinaka Branch,Unit No.4 & 5,Town Centre,Andheri Kurla Road, Sakina,Andheri (Eest),Mumbai, MAHARASTRA – 400059
दूरभाष Phone :022-40158101,401585102,40158121,40158112,40158113, ई-मेल sakina@bankofbaroda.com



बैंक ऑफ़ बड़ौदा
Bank of Baroda

Ref.Nos.SAKINA/ /2024 Date: 30.03.2024

To
The Senior Police Inspector
Unit VII, EOW, Mumbai-4000012

"CERTIFICATE U/S 65B (4) OF INDIAN EVIDENCE ACT, 1872"

It is certified that the information, i.e. the statement of Account No. **04720200000561** in the name of **Supreme Transport Organization Pvt Ltd for** the period from 05.01.2023 to 30.03.2024 is a true extract in printed form of the relevant data created in the usual and ordinary course of business and stored on the hard disk of the computer systems installed at branch of the bank.

It is further certified:-

That the access to the computer system and the data stored thereon is controlled by defined authorized roles exercised through unique user id and the associated password. Only the concerned user knows the password and use of ID with password establishes his identity and accountability. Changes to the data are controlled through application level checks and controls;

That physical access to the computers/server room is prevented by locking the server room and the branch after office hours. Detection of any unauthorized changes in the data after day end and before day; begin activity is carried through check-sum procedures which built into the application program. Unauthorized changes in the data during regular working hours are prevented/detected through verification of outputs with authorized inputs;

That in case of system failure the data is retrieved from the back up kept on tape/floppy/cartridge/ hard disk which is under the control of system administration/ designated employee of the branch;

That back-up is verified by the system during the process of transfer data to backup media;

That physical and logical labels identify the data storage media;

That backup devices and media are kept under lock and key which are in the custody of a designated staff member; and

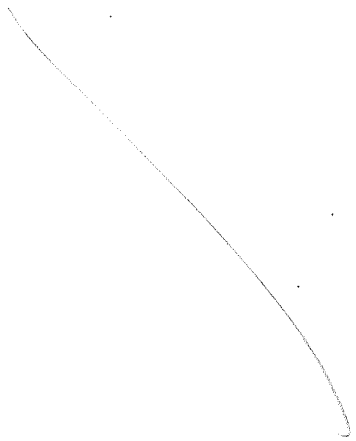
That physical and logical access controls are in place as safeguards against tampering of the systems.

It is further certified that to the best of our knowledge and belief the computer system that generated and stored this information operated properly at the time of such generation/storage of the data and the printout represent correctly the relevant data.

Branch Manager cum System Administrator
FOR BANK OF BARODA
कृते बैंक ऑफ बड़ौदा
Chief Manager
मुख्य प्रबंधक
Sakinaka Branch, Mumbai - 59
साकीनाका शाखा, मुंबई-५९

Name:Ashwani Kumar
Designation: Chief Manager

Sakinaka Branch,Unit No.4 & 5,Town Centre,Andheri Kurla Road, Sakina,Andheri (Eest),Mumbai, MAHARASTRA – 400059
दूरभाष Phone :022-40158101,401585102,40158121,40158112,40158113, ई-मेल sakina@bankofbaroda.com



255

O.W.No.124 /Sr.PI/EOW/UNIT-7/2024
Office of the Sr.Inspector of Police,
Unit- 7 (Shares), Economic Offences Wing,
3rd Floor, New Building,
Commissioner of Police Compound,
Crawford Market, Mumbai- 4000012
EmailID:srpiunit5.eowmum@mahapolice.gov.in
Date:- 14/06/2024

To,

The Branch Manager,
Bank of Baroda,
sakinaka Branch,4,5 Town Center,
Andheri Kurla Road,Sakinaka,
Andheri,East,Mumbai- 400059.
Email- roscoe.dsouza@hdfcbank.com.

Sub:- Request to debit freez the Bank Of Baroda's Current Account No. 04720200000561

Ref :- FIR No. 32/2024 registerd with Economic Offence Wing u/s 409, 420, 465, 467, 468, 471 & 34 of IPC

This unit is investigating above mentioned criminal case on complaint of Mr.Vikas Shukla on behalf of Mr.Michiel Kneefel. against accused 1) Mr.Ammeet Kamal Agarwal, 2) Mr kamal Nagarmal Agarwal 3) Mr.Akash Kamal Agarwal, 4) Mr Natwarlal Tibrewal Agarwal, 5) Mrs Lata Tibrewal and 6) Shorelight Ltd.

In this case Accused No. 01 to 03 are suspended directors of the Supreme Transport Organisation Pvt.Ltd.

During the course of investigation it reveals that the Current Account No. 04720200000561 of Bank of Baroda which is belongs to M/Supreme Transport Organisation Pvt.Ltd. was utilized in the processed of crime. Therefor it is requested to debit freez of Current Account No. 04720200000561 and revert the confrmation.

14/06/24

(Nitin Gije)
Police Inspector,
Unit VII, EOW, Mumbai.

15/6/24
022-40158101/102

बैंक ऑफ़ बड़ौदा
Bank of Baroda

आ.क्र. 5065 /अगुवि/2024 (21/06

RPAD

4183
21/06
256

Ref.Nos.SAKINA/ /2024 Date: 14.06.2024

To
The Police Inspector
Office of Sr Inspector of Police
Unit 7 [Shares] Economic Offences Wing
3rd Floor, New Building,
Commissioner of Police Compound,
Crawford Market, Mumbai-4000012

DCP EoW - I
Unit-7 (Shares)
246

पोलीस सह आयुक्त
आर्थिक गुन्हे विभाग, मुंबई

Sub: Request for debit Freeze the Bank of Baroda CA Nos.04720200000561
Ref:FIR Nos.32/2024 registered with Economic Offences Wing u/s 409,420,465,467,468,471 & 34 of IPC

Sir,

We refer your letter Nos.OW Nos.112/Sr.PI/EOW/UNIT-7/2024 dated 14.06.2024 on the caption subject.

In the above context we hereby confirmed having debit Freeze of the Current Account Nos.04720200000561 [M/s Supreme Transport Organisation Pvt Ltd] .in terms of aforesaid letter.

This is for your kind information and confirmation from our end.

FOR BANK OF BARODA
कृते बैंक ऑफ़ बड़ौदा
Chief Manager
मुख्य प्रबंधक
SakiNaka Branch, Mumbai - 59
साकीनाका शाखा, मुंबई-५९

Alok R Yadav
Chief Manager
Bank of Baroda, Sakinaka Branch

Office of the Dy. Commissioner of Police (EOW) I Mumbai
No. 2788
24/06/24
Unit Shares
Dy. Commissioner of Police EOW-1 Mumbai

WAPI Waghmare

वरिष्ठ पोलीस निरीक्षक
कक्ष-७ (शेअर्स), आ.गु.वि., मुंबई
Jw NO-741/24 Dt-26/06/24

Sakinaka Branch,Unit No.4 & 5,Town Centre,Andheri Kurla Road, Sakina,Andheri (Eest),Mumbai, MAHARASTRA – 400059
दूरभाष Phone :022-40158101,40158102,40158121,40158112,40158113, ई. sakina@bankofbaroda.com

TR-35/C/24, Date-26/06/24

257

Additional Statement - EOW, Mumbai. - From Vimal Jagdish Agrawal

From: supreme bangalore

To: Unit Five EOW

Paper Cutting o...meet arrest -1.jpg (249.8 KB) Download | Briefcase
Paper Cutting o...eet arrest - 2.jpg (228.6 KB) Download | Briefcase
Bizman arrested...stan Times (1).pdf (77 KB) Download | Briefcase
Order Copy date...t Azad Maidaan.pdf (256 KB) Download | Briefcase
FIR 249 of 21 A...(1)_compressed.pdf (1.1 MB) Download | Briefcase
My Statement 19.07.2024.pdf (183.1 KB) Download | Briefcase

View all images
Download all attachments

To,
Shri. Rajesh Kasare ji,
Sr. Inspector of Police,
Economic Offences Wing,
Mumbai Police,
Mumbai - 400 001.

Dear Sir,

I am hereby submitting my additional statement annexed herewith for your kind reference in the ongoing investigation by your department in the fraudulent sale of Aircraft V dated.12.04.2022 by your investigating officer Smt. Swapna Waghmare on 27.06.2024 submitted by Mr. Ammeet Agarwal, Mr. Kamal Agarwal and Mr. Akkash Agarwal to (D.G.C.A.), New Delhi in regards to No-Objection/Consent Letter from all Directors of the company for De-Registration of Aircraft VT-UDN. I would like to convey and confirm Agarwal and My real brother's i.e. Mr. Girish Agarwal is forged. Our signatures are forged and we have never signed this letter. Also i would like to convey that i have filed an ap Appl. No.625/2022 in the matter of 88/MB of 2015 (Page no.37, Point/para no. 30) in which i have clearly mentioned that Mr. Ammeet Agarwal, Mr. Kamal Agarwal and Mr. Ak my brother's signatures at many junctures. I re-iterate that me and my brother Girish Agarwal have not signed the letter dated.12.04.2022 for No-Objection/Consent Letter for ase treat the same as a forged letter.

Interestingly, on the said date. that is 12.04.2022, Ammeet Agarwal was in Jail and locked up at Azad Maidan Police Station in a fake diplomat case. He was in Jail from 08.04.2 the details for your reference of this case along with Bail Order Dated.13.04.2022 & other relevant documents,

Thanks & Regards,

258

Date – 19/07/2024

To,
Shri. Rajesh Kasare ji,
Sr. Inspector of Police,
Economic Offences Wing,
Mumbai Police,
Mumbai - 400 001.

Dear Sir,

I am hereby submitting my additional statement annexed herewith for your kind reference in the ongoing investigation by your department in the fraudulent sale of Aircraft VT-UDN. I have been shown a letter dated.12.04.2022 by your investigating officer Smt. Swapna Waghmare on 27.06.2024 submitted by Mr. Ammeet Agarwal, Mr. Kamal Agarwal and Mr. Akkash Agarwal to Directorate General of Civil Aviation (D.G.C.A.), New Delhi in regards to No-Objection/Consent Letter from all Directors of the company for De-Registration of Aircraft VT-UDN. I would like to convey and confirm that the letter bearing My i.e. Vimal Agarwal and My real brother's i.e. Mr. Girish Agarwal is forged. Our signatures are forged and we have never signed this letter. Also i would like to convey that i have filed an application in Hon. NCLT, Mumbai vide Appl. No.625/2022 in the matter of 88/MB of 2015 (Page no.37, Point/para no. 30) in which i have clearly mentioned that Mr. Ammeet Agarwal, Mr. Kamal Agarwal and Mr. Akkash Agarwal have forged mine and my brother's signatures at many junctures. I re-iterate that me and my brother Girish Agarwal have not signed the letter dated.12.04.2022 for No-Objection/Consent Letter for De-Registration of Aircraft VT-UDN. Please treat the same as a forged letter.

Interestingly, on the said date. that is 12.04.2022, Ammeet Agarwal was in Jail and locked up at Azad Maidan Police Station in a fake diplomat case. He was in Jail from 08.04.2022 to 13.04.2022. I have annexed the details for your reference of this case along with Bail Order Dated.13.04.2022 & other relevant documents.

Thanks & Regards,

Vimal Jagdish Agarwal
B-306, Sai Krupa Elite, Ferns City Road,
ORR, Doddanekundi,
Bangalore – 560037
Ph - 9342137351

Mail file

(191) 4934
22/07
(259)

आ.क्र./5940/आगुवि/2024
(22/07)

Date – 19/07/2024

DCP EOW-I
Unit-7 (Shares)
23/7

पोलीस सह आयुक्त
आर्थिक गुन्हे विभाग, मुंबई

To,
Shri. Rajesh Kasare ji,
Sr. Inspector of Police,
Economic Offences Wing,
Mumbai Police,
Mumbai - 400 001.

Dear Sir,

I am hereby submitting my additional statement annexed herewith for your kind reference in the ongoing investigation by you. department in the fraudulent sale of Aircraft VT-UDN. I have been shown a letter dated.12.04.2022 by your investigating officer Smt. Swapna Waghmare on 27.06.2024 submitted by Mr. Ammeet Agarwal, Mr. Kamal Agarwal and Mr. Akkash Agarwal to Directorate General of Civil Aviation (D.G.C.A.), New Delhi in regards to No-Objection/Consent Letter from all Directors of the company for De-Registration of Aircraft VT-UDN. I would like to convey and confirm that the letter bearing My i.e. Vimal Agarwal and My real brother's i.e. Mr. Girish Agarwal is forged. Our signatures are forged and we have never signed this letter. Also i would like to convey that i have filed an application in Hon. NCLT, Mumbai vide Appl. No.625/2022 in the matter of 88/MB of 2015 (Page no.37, Point/para no. 30) in which i have clearly mentioned that Mr. Ammeet Agarwal, Mr. Kamal Agarwal and Mr. Akkash Agarwal have forged mine and my brother's signatures at many junctures. I re-iterate that me and my brother Girish Agarwal have not signed the letter dated.12.04.2022 for No-Objection/Consent Letter for De-Registration of Aircraft VT-UDN. Please treat the same as a forged letter.

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Thanks & Regards,

Vimal Agarwal

Vimal Jagdish Agarwal
B-306, Sai Krupa Elite, Ferns City Road,
ORR, Doddanekundi,
Bangalore – 560037
Ph - 9342137351

Office of the Dy. Commissioner of Police (EOW) I Mumbai	
Inward No.	3275
Date	24/07/24
ACP	
Unit	Shares
Dy. Commissioner of Police EOW-1 Mumbai	

मसपोनि वाघमारे

29.07.24
वरिष्ठ पोलीस निरीक्षक
कक्ष-७ (शेअर्स), आ.गु.वि., मुंबई
I.W. No. 842/24 Dt. 29/07/24
T.R. No. 5/8/24

260

सदैवतत्पर, सदैवमदतीस
e-mail.:-
srpiunit5.eowmum@mahapolice.gov.in

सत्यमेव जयते

Government of Maharashtra
Office of the Sr .Inspector of Police,
Unit – 7 (Shares), Economic Offences Wing,New AdministrativeBuilding , 3 rd floor, Commissioner Office,
Dr. D.N.Road, Mumbai - 400001

O.W.NO. 1222 /Sr.PI/UNIT-7/ EOW /SSW/CR -32/2024 Dt. 26/06/2024.

To,

The Registrar of Companies,
Everest Bldg, near Fly Over,
Marine Drive, Mumbai.

Received by Registrar of Companies Maharashtra, Mumbai
25 JUN 2024

Ref : To provide information and documents for investigation.

Sub : EOW C.R. No. 32/2024 U/s 409, 420, 465, 467, 468, 471, 34 of IPC

Sir,

It is submitted that, the subject offence is registered against 1) Mr. Ammeet Kamal Agarwal, 2) Mr. Kamal Nagarmal Agarwal, 3) Mr. Akash Kamal Agarwal, 4) Mr. Natwarlal Ramgpal Tibrewal, 5) Mrs. Lata Natwarlal Tibrewal and 6) Shorelight Ltd. and investigation is in progress.

The information and documents pertaining to below mentioned companies are in your possession. Said documents are necessary for the purpose of investigation.

Particulars of documents required :

1) Company master data of **M/s Supreme Transport Organisation Pvt. Ltd.** from its inception indicating change of directors in said companies.
2) Copies of all documents submitted to ROC by **M/sSupreme Transport Organisationpvt. Ltd.** including names of directors from inception to till date.
3) Copies of all documents submitted to ROC by **M/sSupreme Transport Organisationpvt. Ltd.** including names of directors from inception to till date.
4) Copies of annual returns/Balance sheets submitted by above companies to ROC for the year 2022- 2023.

You are requested to furnish the aforesaid documents before the undersigned at the earliest within 2 days from receipt of this letter.

For any queries, please contact API Swapna Waghmare on Mobile No.9766566945.

वरिष्ठ पोलीस निरीक्षक, आर्थिक गुन्हे विभाग, गु.शा. गु.अ.वि., मुंबई

26.06.24
(Rajesh Kasare)
Sr. Police Inspector,
Unit VII, EOW, Mumbai.

सत्यमेव जयते

सदैवतत्पर, सदैवमदतीस
email:dcpeowzone-
@mahapolice.gov.in

Government of Maharashtra
Office of the Sr. Inspector of Police,
Economic Offences Wing,New
Administrative Building, 3rd
floor,Commissioner Office,
Dr.D.N.Road, Mumbai - 400001

O.W.NO.1797/ EOW /Unit-7(Shares)/2024 Dt. 28/08/2024.

To,

The Airport Director,
Jaipur International Airport Ltd.
Sanganer, Jaipur,
Rajasthan - 322029

Subject:- To provide all related documents in connection of Damaged Aircraft Cessna Grand Carvan C208B VT-UDN.

Respected Sir/Madam,

It is to inform you that, Economic Offences Wing of Mumbai Police, has registered a case vide E.O.W. CR No. 32/2024 u/s 409, 420, 465,467,468,471 & 34 of Indian Penal Code against Mr. Ammeet Kamal Agarwal of M/s.Supreme Transport Organisation Pvt.Ltd on 08.05.2024. In this case, accused Ammeet Kamal Agarwal has sold following mentioned aircraft to complainant Mr. Michiel Kneefel, President & CEO of 'Trek Air BV', a Netherland resident.

Details of the Aircraft	
Make & Model	Cessna 208 B
Serial Number	208B240
Registration Number	VT-UDN
Make & Models of Engines	P & W Canada PT6A-114A
Engine Serial No.	PCE-PC2041

You are therefore requested to provide all related documents in connection of Damaged Aircraft Cessna Grand Carvan C208B VT-UDN.

Thanking You.

Yours sincerely,

(Rajesh Kasare),
Sr. Inspector of Police,
Unit-7 (Shares) E.O.W., Mumbai

Sr. Inspector of Police ★ Economics Offences Wing, Mumbai ★

RM140924253IN IVR:827140924253
RL S. O. COURT S.O <400002>
Counter No:1,31/08/2024,11:38
To:AIRPORT DIREC.JAIPUR INTERNATI
PIN:322029, Kundera SO
From:SR INSPECTO,UNIT 7 SHARES EO
Wt:20gms,REG=17.0
Amt:0.00,SS:26.00Tax:3.96,Amt.Paid:0.00
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks, Stay Safe>

<Dial 18002666868> <Wear Masks, Stay Safe>
EM764508735IN IVR:697764508735
SP TAJMAHAL SO <400001>
Counter No:1,14/11/2024,10:15
To:DEPUTY COMM. ,OFF OF THE PRI.
PIN:370421, Mundra SO
From:SR INSPECTO,UNIT 5
Wt:12gms
Amt:0.00,SS:42.00Tax:6.30,Amt.Paid:0.00
<Track on www.indiapost.gov.in>

262

सद्रक्षणाय खलनिग्रहणाय

सत्यमेव जयते

महाराष्ट्र शासन

Office of the
Senior Inspector of Police,
Unit-5 (Gen. Cheating-III),
Economic Offence Wing,
Police Commissioner Office Compound,
Ground Floor, Crawford Market, Mumbai 400 001.
Email ID srpigc3.eowmum@mahapolice.gov.in

O.W.No. 3095 / EOW/ UNIT-5, (GC-III)/SNS/2024. Date:- 13 /11/2024

To,

Deputy Commissioner (SIIB),
Office of the Principal Commissioner of Customs,
Customs House, Mudra, Kutch, Gujrat.
Email:- siibmundra@gmail.com

Sub:- To provide details of fake certificate submitted by Mr. Ammeet Agarwal holding IEC No. 0314063978, Shipping bill No.9651955 dated 29/04/2023 for export of cargo.

Ref:- 1)Your letter F.No.CUS/EP/Misc/212/2023-EA-O/o Pr Commr-Cus-Mudra, Dated 05/10/2024

Respected Sir,

Economic Offence Wing, Mumbai has registered a case vide E.O.W. CR No. 32/2024 u/s 409, 420, 465, 467 ,468, 471, 34 of Indian Penal Code against Mr. Ammeet Kamal Agarwal of M/s. Supreme Transport Organization Pvt. Ltd on 08/05/2024. Same is being investigated by this unit. In this case, accused Ammeet Kamal Agarwal has sold following mentioned aircraft to complainant Mr. Michiel Kneefel, President & CEO of 'Trek Air BV', a Netherland resident.

Owners Name	M/s Supreme Transport Organization Pvt. Ltd.
Make & Model	Cessna 208 B
Serial Number	208B240
Registration Number	VT-UDN
Make & Models of Engines	P & W Canada PT6A-114A
Engine Serial No.	PCE-PC2041

2/-

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As response to request from this office your good office have submitted related documents in connection with IEC No. 0314063978, Shipping bill No.9651955 dated 29/04/2023 for export of some cargo i.e. old & used aircraft as mentioned above. Prompt reply from your office is highly appreciated.

After perusal of said documents it is learnt that your good office had investigated a case against M/s. Supreme Transport Organisation Pvt. Ltd. and issued Show Cause Notice. You are requested to provide information mentioned below related to such investigation which will prove helpful for further course of investigation of this crime.

a. What is the status of investigation? if the investigation is concluded, kindly furnish copy of final report.
b. Any disclosure of fake documents, impersonation, forgery? Please provide details.
c. Any information which u find relevant to this case may be provided.

Thanking You.

SR. INSPECTOR OF POLICE ★ सत्यमेव जयते ★ Unit-5 (G.C.-3), E.O.W. Mumbai

Yours sincerely,

13/11/24

(Ravindra Avhad),
Senior Inspector of Police,
Unit 5,GC-3,EOW,Mumbai.

REQUISITION UNDER SECTION 91 OF CRIMINAL PROCEDURE, 1973 AND SECTION 4 OF BANKERS' BOOKS EVIDENCE ACT, 1891

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O.W.No 1553 **/Sr.PI/EOW/UNIT-7/2024**
Office of the Sr.Inspector of Police,
Unit- 7 (Shares), Economic Offences Wing,
3rd Floor, New Building,
Commissioner of Police Compound,
Crawford Market, Mumbai- 4000012
Email ID:- srpiunit5.eowmum@mahapolice.gov.in
Date:- 23/07/2024

To,

Ms.Chandra Crawford
Escrow Agent,
Powell Aircraft Title Service,
10005 S.Pennsylvania Ave.suite A
Oklahoma City,OK 73159.
P.O.Box 19096 Oklahoma City,OK 73144
Email- chandra@airtitle.com.

Sub - Regarding the JP MorganChase NEw York UNITED STATES.
Account No. 0028680484931

Ref :- Mumbai city EOW CR.No.32/24 u/s 409, 420, 465, 467, 468, 471 & 34 IPC

This unit is investigating above-mentioned complaint of Mr.vikas shukla on behalf of Michiel Kneefel. against 1) Mr.Ammeet Kamal Agarwal,2) Mr. kamal Nagarmal Agarwal 3) Mr.Akash Kamal Agarwal,4) Mr. Natwarlal Tibrewal Agarwal,5) Mrs. Lata Tibrewal.

I have reason to believe that you are in possession of below mentioned documents pertaining to account, mentioned herein below and production of which is necessary for the purpose of investigation.

Sender Institution - BKCOBRSP - TRAVELEX BANCO DE CAMBIO S.A SAO PAULO
Receiver Institution - CHASUS33 - JPMorganChase NEw York UNITED STATES

Sr. No	Name of account	Account Number
1)	**Powell Aircraft Title Service (Escrow Account) .**	0028680484931

Particulars

1) Certified Account opening form along with annexed documents.
2) Certified Account statement from opening till date.
3) Certified Form Copies, if any Correspondence changed (for.e.g.- Mobile number, Email ID.) had been there after account opening.
4) Certificate according to Bankers Books of Evidence Act.
5) 65B certificate according to Indian Evidence Act.
6) All Bank Statements in EXCEL format.

You are requested to furnish the certified copies of aforesaid documents as well as soft copies before the undersigned within 3 days from the receipt of this requisition.

For any queries, please contact Assistant Police Inspector Swapna Waghmare on Mobile No.9766566945 who is investigation officer of this case.

23.07.24
(Rajesh Kasare)
Senior Police Inspector,
Unit VII, EOW, Mumbai.

Sr. Inspector of Police ★ Economics Offences Wing, Mumbai. ★

REQUISITION UNDER SECTION 91 OF CRIMINAL PROCEDURE, 1973 AND SECTION 4 OF BANKERS' BOOKS EVIDENCE ACT, 1891

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O.W.No 1829 **/Sr.PI/EOW/UNIT-7/2024**
Office of the Sr.Inspector of Police,
Unit- 7 (Shares), Economic Offences Wing,
3rd Floor, New Building,
Commissioner of Police Compound,
Crawford Market, Mumbai- 4000012
Email ID:- srpiunit5.eowmum@mahapolice.gov.in
Date:- 11/09/2024

To,

Ms.Chandra Crawford
Escrow Agent,
Powell Aircraft Title Service,
10005 S.Pennsylvania Ave.suite A
Oklahoma City,OK 73159.
P.O.Box 19096 Oklahoma City,OK 73144
Email- chandra@airtitle.com.

Sub - Regarding the JP MorganChase NEw York UNITED STATES.
Account No. 0028680484931
Ref :- Mumbai city EOW CR.No.32/24 u/s 409, 420, 465, 467, 468, 471 & 34 IPC

This unit is investigating above-mentioned complaint of Mr.vikas shukla on behalf of Michiel Kneefel. against 1) Mr.Ammeet Kamal Agarwal,2) Mr. kamal Nagarmal Agarwal 3) Mr.Akash Kamal Agarwal,4) Mr. Natwarlal Tibrewal Agarwal,5) Mrs. Lata Tibrewal.

I have reason to believe that you are in possession of below mentioned documents pertaining to account, mentioned herein below and production of which is necessary for the purpose of investigation.

Sender Institution - BKCOBRSP - TRAVELEX BANCO DE CAMBIO S.A SAO PAULO
Receiver Institution - CHASUS33 - JPMorganChase NEw York UNITED STATES

Sr. No	Name of account	Account Number
1)	**Powell Aircraft Title Service (Escrow Account) .**	0028680484931

Particulars

1) Certified Account opening form along with annexed documents.
2) Certified Account statement from opening till date.
3) Certified Form Copies, if any Correspondence changed (for.e.g.- Mobile number, Email ID.) had been there after account opening.
4) Certificate according to Bankers Books of Evidence Act.
5) 65B certificate according to Indian Evidence Act.
6) All Bank Statements in EXCEL format.

You are requested to furnish the certified copies of aforesaid documents as well as soft copies before the undersigned within 3 days from the receipt of this requisition.

For any queries, please contact Assistant Police Inspector Swapna Waghmare on Mobile No.9766566945 who is investigation officer of this case.

13/09/24

Senior Police Inspector,
Unit VII, EOW, Mumbai.

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वरिष्ठ पोलीस निरीक्षक यांचे कार्यालय
कक्ष-५ (जनरल चिटींग-३)
आर्थिक गुन्हे विभाग, जुनी इमारत, तळमजला
गेट क्र. ३, डॉ. दा.नौ. मार्ग, मुंबई-४०० ००१
ई-मेल:srpigc3.eowmum@mahapolice.gov.in

जा.क्र. 2578/वपोनि/कक्ष-५(ज.चि.३)/आगुवि/२०२५ दिनांक ०३/१२/२०२५

प्रति,

मा. वरीष्ठ पोलीस निरीक्षक, (प्रशासन)
आर्थिक गुन्हे विभाग, मुंबई

विषय :- गुन्हयातील आरोपी अमित अगरवाल यांचा पासपोर्ट परत मिळणोबाबत.

संदर्भ :- आ.गु.वि. गु.र.क्र. ३२/२०२४ भा.दं.वि. कलम ४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४ (सहार पोलीस ठाणे गु.र.नं.४६४/२०२४)

महोदय,

उपरोक्त संदर्भ विषयान्वये, तक्रारदार श्री विकास केशवराम शुक्ला यांचे फिर्यादीवरून १) अमीत कमल अग्रवाल, २) कमल नगरमल अगरवाल ३) आकाश कमल अगरवाल यांचेविरूध्द संदर्भिय गुन्हा दाखल असून सदर गुन्हयाचा तपास सुरू आहे. गुन्हयाचे तपासा दरम्यान आरोपी अमित कमल अग्रवाल यांना दि. ०८/०५/२०२४ रोजी तपासकामी अटक करण्यात आली होती तसेच पासपोर्ट जमा करण्यात आला होता. नमुद आरोपीने मा.न्यायालयाचे आदेशान्वये विदेश प्रवासाकरिता पासपोर्ट प्राप्त करून दि.२०/१०/२०२५ रोजी सादर केल्याने तो दि.२०/१०/२०२५ रोजी मुद्देमाल गृहात जमा करण्यात आला आहे.

आरोपी अमित अग्रवाल यांनी कि.अर्ज अन्वये विदेश जाण्याची परवानगी मिळणेकरिता केलेल्या अर्जावर मा.न्यायालयाने दि.०१/१२/२०२५ रोजी अर्ज मंजुर करून पासपोर्ट परत करण्याबाबत तपास अधिकारी यांना आदेशीत केले होते. त्यानुसार आरोपी अमित अग्रवाल यांचा सध्याचा पासपोर्ट क्र. Z 3994916 आणि त्यासोबत जुन सलग्ण केलेले ३ पासपोर्ट क्र.E3179695, G 6647814, Z 2197973 असे मुद्देमाल गृह क्र.१९८/२५ आणि सेफ क्र.१५८/२५ अन्वये जमा असलेले एकुण ४ पासपोर्ट परत मिळण्यास विनंती आहे.

सहपत्र - मा.न्यायालयाचे आदेशप्रत

(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक,
आ.गु.वि. कक्ष ५, (ज.चि.३), मुंबई

O/C

ASI
03/12/25

S.D.No 24/25.
Date:- 03/12/25
Time 12 PM

वरीष्ठ पोलीस निरीक्षक कक्ष -५ (ज.चि.३) यांचे कार्यालय,
आर्थिक गुन्हे विभाग, जुनी इमारत,
मा. पोलीस आयुक्त यांचे कार्यालय,मुंबई ४०० ००१,
दिनांक ०३/१२/२०२५

दस्तऐवज परत केल्याचा मेमो

गुन्हा नोंद क्र.	:-	३२/२०२४ भा.दं.वि. कलम ४०९,४२०,४६५,४६७,४६८,४७१,३४ (सहार पोलीस ठाणे गु.र.नं.४६४/२०२४)
ठिकाण	:-	वरिष्ठ पोलीस निरीक्षक, कक्ष -५ (ज.चि.३) यांचे कार्यालय, आर्थिक गुन्हे विभाग, जुनी इमारत, मा. पोलीस आयुक्त यांचे कार्यालय,मुंबई
दिनांक	:-	दिनांक - ०३/१२/२०२५
दस्तऐवज स्विकारणारे व्यक्ति	:-	अमीत कमल अग्रवाल, वय ३७ वर्ष, रा.ठि-प्लॅट नं.७०३,संकल्प को.ऑ.सोसा.,जे.बी.नगर, अंधेरी पुर्व,मुंबई.
दस्तऐवज ताब्यात देणारे अधिकारी	:-	श्री. गजेंद्र रमेश क्षीरसागर, पोलीस निरीक्षक, आर्थिक गुन्हे विभाग, मुंबई.

आर्थिक गुन्हे विभाग, मुंबई ३२/२०२४ भा.दं.वि. कलम ४०९,४२०,४६५,४६७,४६८, ४७१, ३४ (सहार पोलीस ठाणे गु.र.नं.४६४/२०२४) या गुन्ह्यातील आरोपी अमित कमल अग्रवाल यांना दि. ०८/०५/२०२४ रोजी तपासकामी अटक करण्यात आली होती. नमुद आरोपीस मा न्यायालयाने दि. १२/०६/२०२४ रोजी जामीनावर मुक्त केले असुन जामीन आदेशामध्ये त्यांचा पासपोर्ट जमा करण्याबाबत आदेशीत केले असल्याने आरोपी अमित अग्रवाल यांचा पासपोर्ट मुद्देमाल गृहात जमा करण्यात आला होता. त्यानंतर आरोपी अमित अग्रवाल यांनी एकुण ३ वेळा मा. मा.अति.मुख्य न्यायदंडाधिकारी, ४७ वे.न्यायालय, एस्प्लनेड मुंबई येथे किरकोळ अर्ज करून विदेश जाण्याची परवानगी प्राप्त करून त्यांचा पासपोर्ट आर्थिक गुन्हे विभाग, मुंबई येथुन प्राप्त करून परत जमा केला आहे. आरोपी अमित अग्रवाल यांनी कि.अर्ज अन्वये विदेश जाण्याची परवानगी मिळणेकरिता केलेल्या अर्जावर मा.न्यायालयाने दि.०१/१२/२०२५ रोजी अर्ज मंजुर करून पासपोर्ट परत करण्याबाबत व प्रवासानंतर पुर्ववत पासपोर्ट जमा करून घेण्याबाबत तपास अधिकारी यांना आदेशीत केले होते. त्यानुसार आरोपी अमित अग्रवाल यांनी सिंगापूर व इतर देशात प्रवास करणेकामी मा.अति.मुख्य न्यायदंडाधिकारी, ४७ वे.न्यायालय, एस्प्लनेड मुंबई यांचे आदेशासह पासपोर्टची मागणी केली असल्याने मा. न्यायालयाचे आदेशानुसार प्रशासन कार्यालय/मुद्देमाल गृह येथुन प्राप्त करून त्यांचा पासपोर्ट परत करण्यात येत आहे. पासपोर्टचा तपशील खालीलप्रमाणे आहे.

Sr. No.	Name	Passport No.	Date of Issue	Date of Expiry
1	Amit Kamal Agarwal	E 3179695	13/09/2002	12/09/2007
2	Amit Kamal Agarwal	G 6647814	14/12/2007	13/12/2017
3	Amit Kamal Agarwal	Z 2197973	01/03/2011	28/02/2021
4	Amit Kamal Agarwal	Z 3994916	24/11/2016	23/11/2026

दस्तऐवज स्विकारणारे

(अमित कलम अग्रवाल)

दस्तऐवज ताब्यात देणारे अधिकारी

3.12.25

(गजेंद्र रमेश क्षीरसागर),
पोलीस निरीक्षक,
कक्ष -५ ज.चि ३, आगुवि मुंबई.

IN THE COURT OF THE ADDL. CHIEF JUDICIAL MAGISTRATE, 47TH COURT, ESPLANADE, MUMBAI. 268

MEMO

No. 1454 of 2025
Date: 02/12/2025

To,
The Senior P.I.
of Concerned Unit
Eow, Mumbai..

This is to inform you that, on as application made by Advocate for the applicant **Ammeet Aggarwal** for ***Return of Passport and Travel Abroad*** in C.C. No. 4704101/Misc./2025 in C.R. No. 32/2024 of EOW , Mumbai.

This court has passed the following order.

(True copy of order is attached herewith)

You are, therefore, directed to comply with the order of the court.

ADDITIONAL CHIEF JUDICIAL MAGISTRATE ★ ESPLANADE, MUMBAI ★

By Order,

2/12/25

Judicial Clerk
Addl. Chief Judicial Magistrate
47th Court, Esplanade, Mumbai.

ORDER BELOW APPLICATION FOR PERMISSION TO TRAVEL ABROAD AND RETURN OF PASSPORT FILED IN C.R. No.32/2024 OF EOW, MUMBAI

(Ammeet Aggarwal Vs. Economic Offences Wing, Mumbai)

Present application is placed on record by Ammeet Aggarwal who is an accused in C.R. No. 32/2024. By filing this application, accused prayed to allow him to go to i)Singapore from 04.12.2025 to 04.02.2026, ii) Canada from 04.02.2026 to 04.03.2026, iii)Dubai from 08.03.2026 to 08.04.2026 and iv)Cape Verde from 08.04.2026 to 04.05.2026. Accused is facing trial for the offences punishable under Sections 409, 420, 465, 465, 467, 468, 471 read with section 34 of the Indian Penal Code. In the present proceeding, chargesheet is yet to be filed. He prayed for grant of permission to go abroad alongwith request of return of passport.

2. Learned APP and Investigating officer opposed the application contending that offences leveled against the accused are serious. There is possibility of his absconding. They prayed for rejection of application.

3. Heard both sides.

4. As mentioned above, applicant wants to go to i)Singapore from 04.12.2025 to 04.02.2026, ii) Canada from 04.02.2026 to 04.03.2026, iii)Dubai from 08.03.2026 to 08.04.2026 and iv)Cape Verde from 08.04.2026 to 04.05.2026. It

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is also informed that he is going there for business purpose. He has also filed an affidavit stating therein that no other Court/Authority restricted him from travelling beyond India. It appears that in the present matter chargesheet has not been filed. It appears that the accused had earlier sought similar liberty in this crime by filing case No.1598/Misc./2025 and C.C. No. 3135/Misc./2025 and this Court had granted the said applications and had permitted this accused to travel abroad. The present application is in the similar line and this Court does not find any cogent reason to restrain this accused from travel beyond India. Hence, the following order.

ORDER

1. Application is allowed.

2. Applicant Ammeet Aggarwal is permitted to go to i)Singapore from 04.12.2025 to 04.02.2026, ii) Canada from 04.02.2026 to 04.03.2026, iii)Dubai from 08.03.2026 to 08.04.2026 and iv)Cape Verde from 08.04.2026 to 04.05.2026 on following conditions,

   i) Applicant shall give affidavit as to his place of residence and contact numbers during his stay in abroad to the Court as well as to the concerned Unit of EOW.

   ii) He shall give copy of his Visa and Passport to the Court as well as to Sr. PI of the Concerned Unit of EOW.

   iii)He shall inform to the concerned Unit of EOW before his departure and after his arrival.

   iv) In addition to the surety given by him he shall give the cash security of Rs.3,00,000/-(Rs. Three Lakhs Only) in

the Court. If any amount is already deposited by him after decision of previous application of same kind, then that be adjusted in compliance of this order.

v) He shall not dispute his identity in the trial before Court during his absence from India.

vi) He is also directed to furnish contact numbers of his two close relatives in India and provide proof of his permanent resident.

vii) He shall make necessary arrangements to proceed with the matter through his advocate within the said period and he shall not hinder matter/proceedings during his stay in abroad.

viii) Investigating officer is directed to return passport to the applicant for travelling period only.

ix) Applicant is directed to deposit passport with the Investigating officer within one week after his return back to India.

x) The applicant shall submit his detailed itinerary to the Court as well as to the Investigation officer.

xi) The permission of travel abroad will be liable to be canceled at any time if her personal attendance will be required for the trial or any other purpose.

Date. 01/12/2025

(Abhijit R. Solepure)
Addl. Chief Judicial Magistrate,
47th Court, Esplanade,Mumbai.

ADDITIONAL CHIEF JUDICIAL MAGISTRATE ESPLANADE, MUMBAI

True Copy
Judicial Clerk,
Additional Chief Judicial Magistrate's,
47th Court, Esplanade, Mumbai.

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113(51), 115(74)

Cash Security Deposit

of Rs. 100000 + 200000 =

300000/- [Rs. Three Lakh only]

is lying in A/c (I) with vide

item no 168/25 dt 27/01/25

& item no 1945/25 dt 09/09/25

is respectively in C.C. no 2845/M/24,

C.R. no 32/24 & 3135/M/25,

C.R. no 32/24 of EOW in the

name of Ammeet Agarwal

True Copy

Judicial Clerk 02/12/25

Additional Chief Judicial Magistrate's

47th Court, Esplanade, Mumbai.

ADDITIONAL CHIEF JUDICIAL MAGISTRATE ESPLANADE, MUMBAI

02/12/25

Clerk

Cash Section

Esplanade Mumbai

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IN THE COURT OF THE ADDL./CHIEF JUDICIAL MAGISTRATE,
47TH COURT, ESPLANADE, MUMBAI
Case No: 4101/ Misc/ 2025
In
C.R. No. 32 of 2024

Ammeet Aggarwal aged 37 years,
residing at 703, Sankalp Mistry Complex,
JB Nagar, Andheri (East)
Mumbai–400059 ...Applicant

Versus

The State of Maharashtra at the instance of
EOW ... Respondent-

AFFIDAVIT OF COMPLIANCE OF ORDER DATED 01ST OF DECEMBER, 2025 IN MISCELLANEOUS APPLICATION 4101 OF 2025.

I, Ammeet Aggarwal, aged 37 years, Indian Inhabitant, residing at 703, Sankalp, Mistry Complex, JB Nagar, Andheri (East), Mumbai–400059, do hereby solemnly affirm and state as under:

1. That I am the Applicant in the above-mentioned matter and well acquainted with the facts of this affidavit.
2. That pursuant to order dated 01/12/2025 passed by this Hon'ble Court in Case No. **4101 Misc. 2025** in C.R. No. **32 of 2024** by allowing my Application to Return of Passport and Travel Abroad, I have been permitted to travel abroad subject to certain conditions and in compliance of that I am submitting an affidavit before this Hon'ble Court and concerned EOW Unit.

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3. That in compliance with the said order regarding condition no.01, I hereby submit my place of residence during my travel abroad, which is as follows:

a. 04th December 2025 to 04th February, 2026

Aloft Singapore Novena, 16 Ah Hood Road Singapore, Singapore

Contact No. +65 68086888

b. 04th February, 2026 to 04th March 2026

Marriott Downtown at CF Toronto Eaton Centre, 525 Bay Street Toronto, Ontario M5G 2L2

Contact No. +14165979200

c. 08th March,2026 to 08th April,2026

Four Points by Sheraton Sheikh Zayed Road, Dubai, Union Tower - Sheikh Zayed Rd - Trade Center First - Dubai - United Arab Emirates

Contact No. +971 43230333

d. 08th April,2026 to 04th May,2026

Av. Rotary International, Praia 7600, Cape Verde

Contact No. +238 350 07 85

4. That in compliance of condition no. 02 of the Copy of Visa and Passport the applicant states that Visa is on arrival for Singapore (U.K. Visa), U.A.E (U.K Visa), Cape Verde (U. K Visa) and for Toronto (Canada)Visa copy is enclosed "**Copy of Passport and Visa is annexed herewith is annexure A-Colly**"

5. That in compliance of condition no. 03 the Applicant undertakes to inform the concerned EOW Unit, before departure from Mumbai and after his arrival from abroad.

6. That in compliance of condition no. 04 the said amount of Rs. 300000/- of Cash security for Travel abroad is already lying with the cash section of this Hon'ble court vide cash receipt no. 0986994 for Rs. 200000/- dated 09.09.2025 and vide cash receipt no. 0659814 for Rs. 100000/- dated 27.01.2025. **copy of cash receipts is enclosed herewith and marked as anexxeure "B-Colly"**

7. That in compliance of condition no. 05 I undertake to not dispute my identity before the Hon'ble Court for fair proceeding of the trial.

8. That in compliance of condition no. 06 I further submit the names, addresses and contact details of my two close relatives, as directed by this Hon'ble Court:

a) Amar Murarilal Kanoria (Uncle of the Applicant)
37/2, Basant Kunj, Near Post Office, JB Nagar,
Andheri (East), Mumbai – 400059
Mobile: +91 9820068650

b) Akash Kamal Aggarwal (Brother of the Applicant)

703, Sankalp, Mistry Complex,

JB Nagar, Andheri (East), Mumbai – 400059

Mob No. +91 9833664669

Copy of the Adhaar Card enclosed herewith at "Anexxure – C" Colly.

9. That in compliance of condition no. 07 I hereby undertakes to keep my Advocate on record to proceed in the trial during the period of my travelling.

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10. That in compliance of condition no.9 I undertake to return my passport within one week upon my arrival in Mumbai, India.

11. That in compliance of condition no.10 I hereby furnishing my detailed itinerary is as follows:-

Date	**Plan**
04th Dec,2025	Mumbai to Singapore
04th Feb,2026	Singapore to Toronto
04th Mar, 2026	Toronto to Mumbai
08th Mar, 2026	Mumbai to Dubai
08th Apr, 2026	Dubai to Cape Verde
04th May, 2026	Cape Verde to Mumbai

12. That I undertake to abide by all conditions imposed by this Hon'ble Court and shall return to India within the permitted period.

Dated this 2nd day of December, 2025

Applicant

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VERIFICATION

I, Ammeet Aggarwal, Aged 37 years, Indian Inhabitant, resssiding :at 703, Sankalp, Mistry Complex, JB Nagar, Andheri (East), Mumbai–400059the above-named deponent, do hereby verify that the contents of paragraphs 1 to 9 of this affidavit are true and correct to my knowledge and belief and nothing material has been concealed therefrom.

Solemnly affirmed at Mumbai,

on this 2nd day of December 2025.

Deponent

Identified by:

BEFORE ME
02-12-2025
SHOBHANA BABU RUHI
NOTARY
Government of India
Mumbai Dist.

S. No. 982 R. No. 57

NOTARY Register 06 Date 2/12/25

Before Me

NOTARY
SHOBHANA BABU RUHI
MUMBAI
MAHARASHTRA
REG. NO. 44020
VALID UP TO 25/02/2030
GOVERNMENT OF INDIA

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

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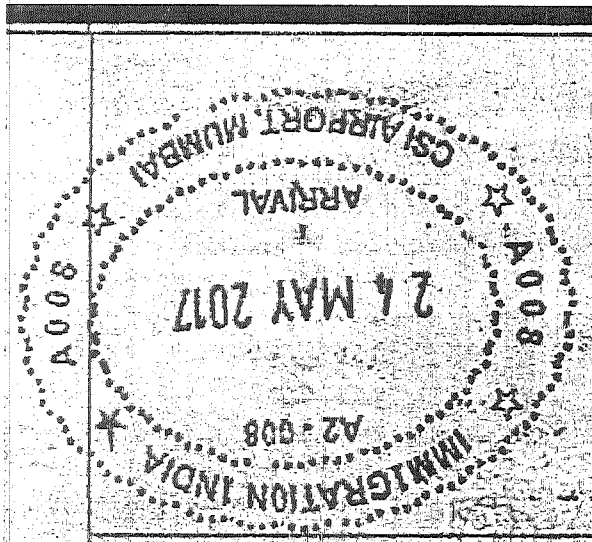
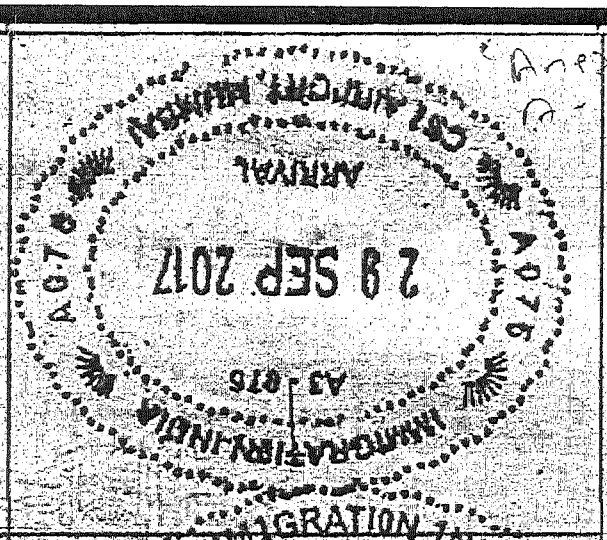
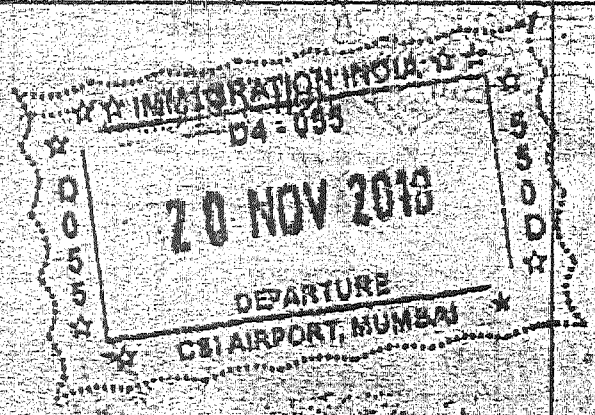
Annexx A - Colly

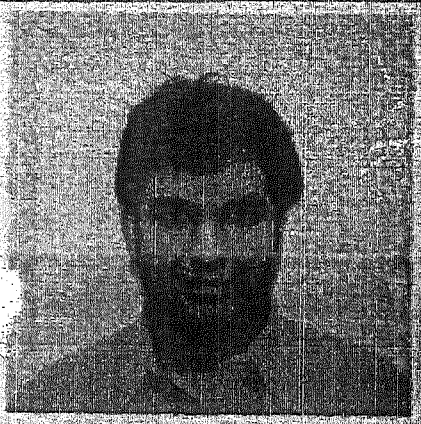
इस पासपोर्ट में 64 पृष्ठ हैं। This passport contains 64 pages.







भारत गणराज्य REPUBLIC OF INDIA



टाईप / Type: P

राष्ट्र कोड / Country Code: IND

पासपोर्ट सं. / Passport No.: Z3994916

उपनाम / Surname
AGARWAL

दिया गया नाम / Given Name(s)
AMMEET KAMAL

राष्ट्रीयता / Nationality
भारतीय/INDIAN

लिंग / Sex
M

जन्म तारीख / Date of Birth
16/09/1988

जन्म स्थान / Place of Birth
MALEGAON, MAHARASHTRA

जारी करने का स्थान / Place of Issue
MUMBAI

जारी करने की तिथि / Date of Issue
24/11/2016

समाप्ति की तिथि / Date of Expiry
23/11/2026

P<INDAGARWAL<<AMMEET<KAMAL<<<<<<<<<<<<<<<<<<<<

Z3994916<2IND8809162M2611239<<<<<<<<<<<<<<<4

विविध सेवा / MISCELLANEOUS SERVICE

टिप्पणी / OBSERVATION

Z3994916

पिता / कानूनी अभिभावक का नाम / Name of Father / Legal Guardian

KAMAL NAGARMAL AGARWAL

माता का नाम / Name of Mother

SANGITA KAMAL AGARWAL

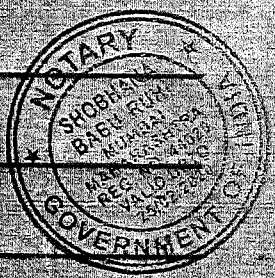
पति या पत्नी का नाम / Name of Spouse

पता / Address

703 SANKALP MISTRY COMPLEX J B NAGAR

ANDHERI EAST,MUMBAI

PIN:400059,MAHARASHTRA,INDIA



पुराने पासपोर्ट का नं. और उसके जारी होने की तिथि एवं स्थान / Old Passport No. with Date and Place of Issue

Z2197973 01/03/2011 MUMBAI

फाईल नं. / File No.

B02070417880016

280

UK ENTRY CLEARANCE

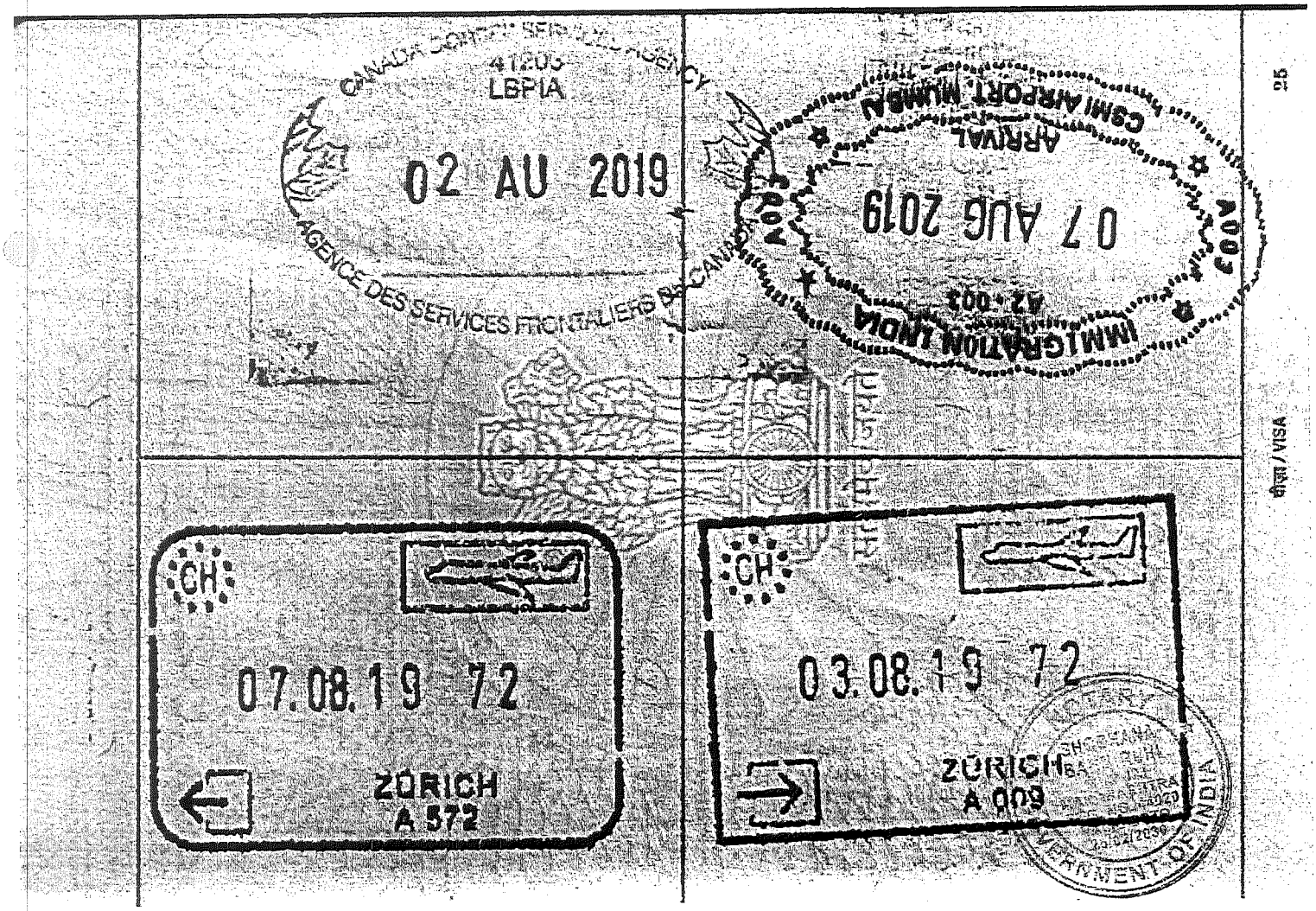
016280533

Place of issue: UKVI 01
Number of entries: MULT
Type: VISIT
Name: AGARWAL AMMEET KAMAL
Passport No.: Z3994916
Valid from: 12/05/22
Valid until: 12/05/27
VAF No.: 2373361
Date of birth: 16/09/88
Nationality: IND

No work or recourse to public funds
UNITED KINGDOM BIVS
Duration 180 days

UNITED KINGDOM (BIVS)

VCGBRAGARWAL<<AMMEET<KAMAL<<<<<<<<<<
Z3994916<2IND8809162M2705125<<<<<<<<



CANADA

ISSUED AT / DELIVRÉ À: BANGALORE
DATE OF ISSUE / DATE D'ÉMISSION: 07/11/2017
EXPIRY DATE / DATE D'EXPIRATION: 22/11/2026

No. OF ENTRIES / Nº D'ENTRÉES: MULTIPLE
DOCUMENT No. / Nº DU DOCUMENT: E731115392

CATEGORY / CATÉGORIE: V-1 VISITOR

SURNAME / NOM DE FAMILLE / GIVEN NAME / PRÉNOM: AGARWAL, AMMEET KAMAL

PASSPORT No. / Nº DU PASSEPORT: Z3994916
PERSON(S) / PERSONNE(S): ONE

C. REC. / REC. F.: FPM
93281838

CEN PROPERTY OF THE GOVERNMENT OF CANADA / PROPRIÉTÉ DU GOUVERNEMENT DU CANADA

V<CANAGARWAL<<AMMEET<KAMAL<<<<<<<<<<<

Z3994916<2IND8809162M2611228E7311153

C1447771432

AGARWAL, AMMEET KAMAL

Z3994916

VISA / VISA

21

CANADA BORDER SERVICES AGENCY
41203
LBPIA
02 AU 2019
AGENCE DES SERVICES FRONTALIERS DU CANADA

CSMI AIRPORT, MUMBAI
ARRIVAL
07 AUG 2019
A2 003
IMMIGRATION INDIA

CH
07.08.19 72
ZÜRICH
A 572

CH
03.08.19 72
ZÜRICH
A 009

GOVERNMENT OF INDIA

25

VISA / VISA

Annexure B - Colly? 282

10

दिवाणी ड २० म. इं.
Civil D 20 m. c.

नमुना अ FORM A
पावती पुस्तक BOOK OF RECEIPT

47th पुस्तक क्र.
Book No. .....

ख No.

अनुक्रमांक
Serial No. .....

श्री. / श्रीमती / कुमारी Ammeet Aggarwal
यांच्याकडून श्री. / श्रीमती / कुमारी .....
यांच्यामार्फत वाद क्र. ..... यांच्या संबंधात
..... करिता
रु. (आकड्यात) ..... रु. (अक्षरी) .....
..... ची रक्कम मिळाली.

Received the sum of Rs. (in figures) 2,00,000/-
Rs. (in words) Two Lakhs only from
Shri / Shrimati / Kumari .....
through Shri / Shrimati / Kumari Adv Aishwarya Parab
on account of Cash Security (Travel Abroad) in case
of Cr. No. 3135/M/2025 I.N.
C.R. 32/2024, EOW, Mumbai
CR 464/24 Sahar PS

रक्कम देणाऱ्या व्यक्तीची	रक्कम घेणाऱ्या अधिकाऱ्याची सही	नाझरची/वरिष्ठ लिपिकाची
Signature of the person making the payment	Signature of Officer receiving money	Signature of Nazir/ Senior Clerk
दिनांक :	दिनांक :	दिनांक :
Date :	Date :	Date : 09/09/25

Sign. Nazir/ Esp. Court Mumbai

283

...l Magistrate
...e, Mumbai

ब No.

0986994

NOTARY
SHOBHANA BABU RAHI
MUMBAI
MAHARASHTRA
REG. NO. 44029
VALID UPTO
25/02/2030
GOVERNMENT OF INDIA

284

दिवाणी ड २० म. इं.
Civil D 20 m. e.

नमुना अ FORM A

पावती पुस्तक BOOK OF RECEIPT

47 Lb पुस्तक क्र.
Book No. _____

ख No.

अनुक्रमांक
Serial No. _____

श्री. / श्रीमती / कुमारी Ammeet Aggarwal

यांच्याकडून श्री. / श्रीमती / कुमारी _____

यांच्यामार्फत वाद क्र. _____ यांच्या संबंधात

_____ करिता

रु. (आकड्यात) _____ रु. (अक्षरी) _____

_____ ची रक्कम मिळाली

Received the sum of Rs. (in figures) 1,00,000/-

Rs. (in words) One Lakh only from

Shri / Shrimati / Kumari _____

through Shri / Shrimati / Kumari Adv. Santosh Salekar

on account of Cash Security (Travel Abroad) in case

of C.L. No. 2845/19/24

C.R. No. 32/24 EOW, Mumbai

रक्कम देणाऱ्या व्यक्तीची सही	रक्कम घेणाऱ्या अधिकाऱ्याची सही	नाझरची / [illegible] अधिकाऱ्याची सही
Signature of the person making the payment	Signature of Officer receiving money	Signature of Nazir / Senior Clerk
दिनांक :	दिनांक :	दिनांक :
Date :	Date :	Date : 27/1/25

Mumbai

GOVERNMENT

285

No. 0659814

286

Annexure C - Colly

आधार

भारत सरकार

Unique Identification Authority of India

नामांकन क्रम/Enrolment No.: 0000/00406/69790

To
आकाश अगरवाल
Akash Agarwaal
S/O Kamal Agarwal
703, Sankalp, Mistry Complex, J.B. Nagar,
Mistry Complex
Andheri East
Mumbai Maharashtra - 400059
9833664669

Download Date: 03/07/2017

Generation Date: 28/06/2017

Signature Not Verified
Digitally signed by UIS UNIQUE IDENTIFICATION AUTHORITY OF INDIA 03
Date: 2017.07.03 14:11:17 IST

आपका आधार क्रमांक / Your Aadhaar No. :

8359 6881 3212

मेरा आधार, मेरी पहचान

Government of India

आकाश अगरवाल
Akash Agarwaal
जन्म तिथि/ DOB: 25/07/1990
पुरुष / MALE

8359 6881 3212

मेरा आधार, मेरी पहचान

Government of India

AADHAAR

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं |
- पहचान का प्रमाण ऑनलाइन ऑथेन्टिकेशन द्वारा प्राप्त करें |
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है |

INFORMATION

- **Aadhaar** is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में मान्य है ।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा ।
- Aadhaar is valid throughout the country
- Aadhaar will be helpful in availing Government and Non-Government services in future .

आधार

Unique Identification Authority of India

पता:
S/O कमल अग्रवाल, मिस्त्री काम्प्लेक्स, ७०३, संकल्प, मिस्त्री काम्प्लेक्स, जे.बी. नगर,, अँधेरी ई, मुंबई,
महाराष्ट्र - 400059

Address:
S/O Kamal Agarwal, Mistry Complex, 703, Sankalp, Mistry Complex, J.B. Nagar,, Andheri East, Mumbai,
Maharashtra - 400059

8359 6881 3212

1947 help@uidai.gov.in www.uidai.gov.in

NOTARY
SHOBHANA BABU RUHI
MUMBAI
MAHARASHTRA
REG. NO. 44020
VALID UPTO 25/02/2030
GOVERNMENT OF INDIA

287

भारत सरकार

आधार

भारत सरकार
Unique Identification Authority of India

नामांकन क्रम / Enrollment No 1207/02361/00989

To,
अमर मुरारीलाल कानोरिया
Amar Murarilal Kanoria
S/O Murarilal Kanoria
Near Post Office, 37/2, Basant Kunj, J.B. Nagar
Andheri East
J.B. Nagar Mumbai
Maharashtra 400059
9820068650

05/11/2011

Ref: 498 / 29E / 262615 / 262779 / P

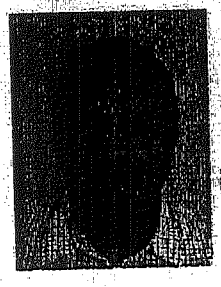
UE525457991IN

आपका आधार क्रमांक / Your Aadhaar No. :

2906 3179 4634

आधार – आम आदमी का अधिकार

भारत सरकार
GOVERNMENT OF INDIA



अमर मुरारीलाल कानोरिया
Amar Murarilal Kanoria

जन्म वर्ष / Year of Birth : 1963
पुरुष / Male

2906 3179 4634

आधार – आम आदमी का अधिकार

288

Date: 07.03.2024.

To,
The Investigating Officer,
Economic Offences Wing (EOW),
Mumbai Police,
Crawford Market,
Mumbai – 400001.

Dear Sir, Madame,

Subject: Additional Annexures of Expenses Incurred by 'Trek Air BV' located at Beech Avenue 54, 1119 PW Schiphol Rijk, Netherlands of fraud, cheating , criminal misconduct, money laundering committed by 1.) Mr. Ammeet Kamal Agarwal, 2.) Mr. Kamal Nagarmal Agarwal, 3.) Mr. Akash Kamal Agarwal 4.) Mr. Natwarlal Tibrewal and 5.) Mrs. Lata Tibrewal.6) Shorelight Ltd., U.K.

I, Michiel Kneefel Resident of The Netherlands Submit as under:

I would like to file an additional/supplement list of expenses in addition to my complaint filed with you towards cost incurred by us in the process of acquisition of the Aircraft Cessna under the agreement dated.20.07.2022 and 07.02.2023 as under:

Sr. No.	Particulars	Date	Amount (US$)
1.	Visa Expenses	19-04-2022	151.25
2.	Visa Expenses	10-05-2022	60.50
3.	AIRCRAFT PURCHASE AMOUNT USD$	05-08-2022	550000.00
4.	Randigo LLC	08-11-2022	14309.00
5.	Aeroparts Supply	12-12-2022	2970.00
6.	Aeroparts Supply	23-12-2022	14600.00
7.	Aeroparts Supply	23-12-2022	801.00
8.	Aeroparts Supply	27-12-2022	9153.00
9.	Logistics Expenses	27-12-2022	9153.00
10.	Aeroparts Supply	03-01-2023	1131.00
11.	Aeroparts Supply	06-01-2023	552.89
12.	Aeroparts Supply	11-01-2023	537.10
13.	Aeroparts Supply	20-01-2023	300.00

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14.	Ticket to Jaipur	23-01-2023	581.58
15.	Aeroparts Supply	23-01-2023	1000.00
16.	Airport costs	23-01-2023	1850.00
17.	Travel Operator IXIGO	24-01-2023	134.46
18.	The Theme Hotel - Invoice 8198	27-01-2023	133.00
19.	Aeroparts Supply	27-01-2023	2015.00
20.	Aeroparts Supply	30-01-2023	2015.0
21.	Aeroparts Supply	30-01-2023	1044.0
22.	Transfer fee - Hotel Jaipur	30-01-2023	12.2
23.	Days Hotel Jaipur -27/01	30-01-2023	407.4
24.	Days Hotel Jaipur - Invoice 2951	31-01-2023	123.3
25.	Container expenses	31-01-2023	10000.0
26.	Transfer fee -Nova Deli	01-02-2023	1.3
27.	Udai Universal - Jaipur	01-02-2023	13.
28.	Lords Inn Jaipur	01-02-2023	117.5
29.	Aeroparts Supply	02-02-2023	1044.0
30.	Taxa de transação internacional - Jaipur	02-02-2023	0.4
31.	Lords Inn Jaipur	02-02-2023	117.4
32.	Lords Inn Jaipur	03-02-2023	1
33.	Lords Inn Jaipur	06-02-2023	39.
34.	Aeroparts Supply	08-02-2023	1500.0
35.	Lords Inn Jaipur - Invoice 23/0003823	11-02-2023	892.
36.	Lords Inn Jaipur - 0003769/G/2	11-02-2023	161.95
37.	Ticket to Bangalore	13-02-2023	395.76
38.	Aeroparts Supply	21-02-2023	4996.00
39.	Container Expenses	21-02-2023	605.00
40.	Aeroparts Supply	21-02-2023	1090.00

41.	Aeroparts Supply	21-02-2023	2461.00
42.	Emirates Ocean Express - container + taxa	24-02-2023	5434.00
43.	Wire transfer fee	24-02-2023	45.00
44.	Container expenses	24-02-2023	1000.00
45.	Hotel and Other Expenses - Trek Air Team	2022-23	9746.24
46.	Aeroprts Supply - Mudra Port	20-03-2023	19000.00
47.	Hapag-Lloyd AG - container	20-03-2023	4600.00
48.	Employee expense - César	20-03-2023	908.91
49.	Container expenses	31-03-2023	10000.00
50.	Aeroparts Supply	17-05-2023	8000.00
51.	Freight Services	22-05-2023	2700.00
52.	Container expenses	31-05-2023	10000.00
53.	Container expenses	30-06-2023	10000.00
54.	Container expenses	31-07-2023	10000.00
55.	Container expenses	31-08-2023	10000.00
56.	Container expenses	26-09-2023	1000.00
57.	Container expenses	30-09-2023	10000.00
58.	Container expenses	30-10-2023	10000.00
59.	Legal Expenses	2023-24	60000.00
60.	Work Hours of the Team of Trek Air Considering 3000 Hrs*25$ per Hour	2022-23-24	75000.00
		Total (A)	**8,94,050.33**

391

Please note the Aircraft had been purchased through Bank Loan availed at 1.5% per month interests from a Brazilian Bank in the month of July 2022, hence the total expenses are being applied an interest as below:

Date	Expenses	Rate of Interest	Interest Amount	Closing Balance
27-08-2022	8,94,050.33	1.5%	13410.75	9,07,461.08
27-09-2022	9,07,461.08	1.5%	13611.92	9,21,073.00
27-10-2022	9,21,073.00	1.5%	13816.10	9,34,889.10
27-11-2022	9,34,889.10	1.5%	14023.34	9,48,912.43
27-12-2022	9,48,912.43	1.5%	14233.69	9,63,146.12
27-01-2023	9,63,146.12	1.5%	14447.19	9,77,593.31
27-02-2023	9,77,593.31	1.5%	14663.90	9,92,257.21
27-03-2023	9,92,257.21	1.5%	14883.86	10,07,141.0
27-04-2023	10,07,141.07	1.5%	15107.12	10,22,248.18
27-05-2023	10,22,248.18	1.5%	15333.72	10,37,581.91
27-06-2023	10,37,581.91	1.5%	15563.73	10,53,145.64
27-07-2023	10,53,145.64	1.5%	15797.18	10,68,942.82
27-08-2023	10,68,942.82	1.5%	16034.14	10,84,976.96
27-09-2023	10,84,976.96	1.5%	16274.65	11,01,251.62
27-10-2023	11,01,251.62	1.5%	16518.77	11,17,770.39
27-11-2023	11,17,770.39	1.5%	16766.56	11,34,536.95
27-12-2023	11,34,536.95	1.5%	17018.05	11,51,555.00
27-01-2024	11,51,555.00	1.5%	17273.33	11,68,828
27-02-2024	11,68,828.33	1.5%	17532.42	11,86,360.75
27-03-2024	11,86,360.75	1.5%	17795.41	12,04,156.16
27-04-2024	12,04,156.16	1.5%	18062.34	12,22,218.51
		Interest Payments (B)	**3,28,168.18**	

Summary of Total Expenses:-

	Amount (US$)
Cost Above (A)	**8,94,050.33**
Cost Above (B)	3,28,168.18
Total	**12,22,218.51**
Grand Total in INR (1USD = Rs.82.75).	**10,11,38,581.30**

In consideration of the above list of expenses, we request you to update the total amount of claims alongwith purchase price of Aircraft to U.S. $ 12,22,218.51 which is equal to Rs.10,11,38,581.30 payable by 1.) Mr. Ammeet Kamal Agarwal, 2.) Mr. Kamal Nagarmal Agarwal, 3.) Mr. Akash Kamal Agarwal 4.) Mr. Natwarlal Tibrewal and 5.) Mrs. Lata Tibrewal.6) Shorelight Ltd., U.K.

Yours sincerely,
With this I request your good self to conduct inquiry/ investigation along with and an F. I. R to be registered against the accused persons.

Sincerely and Faithfully,

for

Michiel Kneefel.
President and CEO of Trek Air BV.
Beech Avenue 54,
1119 PW Schiphol Rijk, Netherlands

POA Holder in Mumbai: Vikas Shukla, G-2, Gopal Niwas, Tejpal Scheme Road No.5, Vile Parle East, Mumbai – 400 057. Tel: 9820993133.

CARAVAN JAIPUR EXPENCES

Cessna 208	Supreme Transport - Ammeet Agarwal and Kamal Agarwal	ALL AMOUNTS IN USD$		
DATE	**DESCRIPTION**	**Rupias**	**USD$**	**Invoice Attached**
19-04-2022	Visa Expenses		151.25	Attached
10-05-2022	Visa Expenses		60.50	Attached
05-08-2022	AIRCRAFT PURCHASE AMOUNT USD$		550000.00	Attached
08-11-2022	Randigo LLC		14309.00	Attached
12-12-2022	Aeroparts Supply		2970.00	Attached
23-12-2022	Aeroparts Supply		14600.00	Attached
23-12-2022	Aeroparts Supply		801.00	Attached
27-12-2022	Aeroparts Supply		9153.00	Attached
27-12-2022	Logistics Expenses		9153.00	Attached
03-01-2023	Aeroparts Supply		1131.00	Attached
06-01-2023	Aeroparts Supply		552.89	Attached
11-1-2023	Aeroparts Supply		537.10	Attached
20-01-2023	Aeroparts Supply		300.00	Attached
23-01-2023	Ticket to Jaipur		581.58	Attached
23-01-2023	Aeroparts Supply		1000.00	Attached
23-1-2023	Airport costs		1850.00	Attached
24-1-2023	Travel Operator IXIGO		134.46	Attached
27-01-2023	The Theme Hotel - Invoice 8198	10,239.00	133.00	Attached
27-1-2023	Aeroparts Supply		2015.00	Attached
30-01-2023	Aeroparts Supply		2015.00	Attached
30-1-2023	Aeroparts Supply		1044.00	Attached
30-01-2023	Transfer fee - Hotel Jaipur		12.22	Attached
30-01-2023	Days Hotel Jaipur -27/01		407.44	Attached
31-01-2023	Days Hotel Jaipur - Invoice 2951	10,470.00	123.30	Attached
31-01-2023	Container expences		10000.00	Attached
01-02-2023	Transfer fee -Nova Deli		1.35	Attached
01-02-2023	Udai Universal - Jaipur		13.29	Attached
01-02-2023	Lords Inn Jaipur		117.55	Attached
02-2-2023	Aeroparts Supply		1044.00	Attached
02-02-2023	Taxa de transação internacional -Jaipur		0.40	Attached
02-02-2023	Lords Inn Jaipur		117.47	Attached
03-02-2023	Lords Inn Jaipur		145.28	Attached
06-02-2023	Lords Inn Jaipur	3,256.00	39.71	Attached
08-02-2023	Aeroparts Supply		1500.00	Attached
11-02-2023	Lords Inn Jaipur - Invoice 23/0003823	73,200.00	892.68	Attached
11-02-2023	Lords Inn Jaipur - 0003769/G/2	13,280.00	161.95	Attached
13-02-2023	Ticket to Bangalore		395.76	Attached
21-2-2023	Aeroparts Supply		4996.00	Attached
21-2-2023	Container Expenses		605.00	Attached
21-2-2023	Aeroparts Supply		1090.00	Attached
21-02-2023	Aeroparts Supply		2461.00	Attached
24-02-2023	Emirates Ocean Express - container + taxa		5434.00	Attached
24-02-2023	Wire transfer fee		45.00	Attached
24-02-2023	Container expences		1000.00	Attached
2022-23	Hotel and Other Expenses - Trek Air Team		9746.24	Attached
20-03-2023	Aeroprts Supply - Mudra Port		19000.00	Attached
20-03-2023	Hapag-Lloyd AG - container		4600.00	Attached
20-03-2023	Employee expense - César		908.91	Attached
31-03-2023	Container expences		10000.00	Attached
17-05-2023	Aeroparts Supply		8000.00	Attached
22-05-2023	Freight Services		2700.00	Attached
31-05-2023	Container expences		10000.00	Attached
30-06-2023	Container expences		10000.00	Attached
31-07-2023	Container expences		10000.00	Attached
31-08-2023	Container expences		10000.00	Attached
26-09-2023	Container expences		1000.00	Attached
30-09-2023	Container expences		10000.00	Attached
30-10-2023	Container expences		10000.00	Attached
2023-24	Legal Expenses		60000.00	Attached
2022-23-24	Work Hours of all the Team of Trek Air		75000.00	Attached
	TOTAL EXPENCES USD$		**8,94,050.33**	
DATE	**Expenses**	**Rate of Interest**	**Interest Amount**	
27-08-2022	8,94,050.33	1.5%	13410.75	
27-09-2022	9,07,461.08	1.5%	13611.92	

27-10-2022	9,21,073.00	1.5%	13816.10	
27-11-2022	9,34,889.10	1.5%	14023.34	
27-12-2022	9,48,912.43	1.5%	14233.69	
27-01-2023	9,63,146.12	1.5%	14447.19	
27-02-2023	9,77,593.31	1.5%	14663.90	
27-03-2023	9,92,257.21	1.5%	14883.86	
27-04-2023	10,07,141.07	1.5%	15107.12	
27-05-2023	10,22,248.18	1.5%	15333.72	
27-06-2023	10,37,581.91	1.5%	15563.73	
27-07-2023	10,53,145.64	1.5%	15797.18	
27-08-2023	10,68,942.82	1.5%	16034.14	
27-09-2023	10,84,976.96	1.5%	16274.65	
27-10-2023	11,01,251.62	1.5%	16518.77	
27-11-2023	11,17,770.39	1.5%	16766.56	
27-12-2023	11,34,536.95	1.5%	17018.05	
27-01-2024	11,51,555.00	1.5%	17273.33	
27-02-2024	11,68,828.33	1.5%	17532.42	
27-03-2024	11,86,360.75	1.5%	17795.41	
27-04-2024	12,04,156.16	1.5%	18062.34	
		Interest Payments	**3,28,168.18**	

			USD$
	Total Amount spend		8,94,050.33
	Interest Payments		3,28,168.18
	TOTAL OUTSTANDING		**12,22,218.51**
	This amount will increase due to interest payments which will increase 1.5 % per month		

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	01/23/2023
Amount:	-0.10
Type:	Bank charge
Description:	INTERNATIONAL TRANSACTION FEE 01/22 RAZ*MakeMytrip Central Delhi DEBIT CARD *7927
Merchant name:	CHECKCARD 0122 RAZ*MakeMytrip Central Delhi 027056030230358047446l7 CKCD 4722 5348600019767927 INTERNATIONAL TRANSACTION FEE
Merchant information:	Central Delhi
Transaction category:	Finance: Service Charges/Fees

Bank of America

Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	01/23/2023
Amount:	-3.28
Type:	Debit card
Purchaser:	LUIS HENRIQUE NEVES
Description:	RAZ*MakeMytrip 01/22 PURCHASE Central Delhi DEBIT CARD *7927
Merchant category:	Travel Agencies and Tour Operators
Merchant category code:	4722
Merchant name:	RAZ*MAKEMYTRIP
Merchant information:	Central Delhi
Online purchase:	Y
Transaction category:	Travel: Travel

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VFS GLOBAL
The Hague Visa Application Center
Parkstraat 99, 2514 JH
The Hague , NETHERLANDS
HST/GST/VAT : NL8514.80.330.B.02
Visa Fee Acknowledgment and Receipt

.E NUMBER	NLDTV00GB322
ITIONALITY	Netherlands
ME	MICHIEL KNEEFEL
T NO	NT0SLSJJ2
RVICE	Business Visa
RRENCY	EURO

MISSION CHARGES

E AMOUNT	100.00
WF	3.00
tal (Mission Chrgs.)	103.00

SERVICE PROVIDER CHARGES

gent Charges*	19.2
urier (Same Day)*	29.8
TAL(SP CHARGES)	39.8

Represents The Taxable Services

Bank / Tax Charges

AX(21%)	8.37
otal(Tax/Bank Charge)	8.37
RAND TOTAL	151.25
tal Amount Paid	151.25
fundable Amount	0

ASHIER : SOUMAVA GHOSH(#3)

pplication can only be withdrawn on
ame date

04 mei t/m 03 jun.		€ 943,72
Openstaand saldo juni		
CITIBANK INDIA BOMBAY IND	X	Af € 50,30
KOSTEN KASOPNAME		Af € 4,50
21 MEI		
TATA STARBUCKS PRIVATE MUMBAI IND	X	Af € 8,02
JAARBIJDRAGE CARD		Af € 49,00
22 MEI		
ST REGIS MUMBAI FO 5 MUMBAI IND	X	Af € 3.268,23
23 MEI		
AUTOGRILL MIDDLE EAST UAE ARE	X	Af € 14,93
25 MEI		
* ETIHAD AI6071503542382 ABU DHABI NLD	X	Af € 37,98
* ETIHAD AI6072143247441 ABU DHABI NLD	X	Af € 832,80
28 MEI		
APPLE.COM/BILL ITUNES.COM IRL		Af € 0,99
30 MEI		

* van deze bedragen geen factuur/bonnetje

04 jun. t/m 03 jul. Openstaand saldo juli	€ 37,50

27 JUN

COFIROUTE NANTERRE CEDE FRA	Af € 20,20
SANEF AUTOROUTE 60304 SENLIS FRA	Af € 17,30
BETALING, DANK U	Bij € 4.403,12

18 JUN

APPLE.COM/BILL ITUNES.COM IRL	Af € 0,99

15 JUN

SUPPORTPDFFILLER.COM BROOKLINE USA	Af € 78,72

10 JUN

TATA STARBUCKS PRIVATE MUMBAI IND	Af € 7,41
MC DONALDS MUMBAI IND	Af € 5,25

06 JUN

CITIBANK INDIA BOMBAY IND	Af € 39,50
KOSTEN KASOPNAME	Af € 4,50

03 JUN

300

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	01/06/2023
Amount:	-552.89
Type:	Debit card
Purchaser:	LUIS HENRIQUE NEVES
Description:	Mol*PartsCare cvb 01/06 PURCHASE 3222525377 DEBIT CARD *7927
Merchant category:	Motor Vehicle Supplies and New Parts
Merchant category code:	5013
Merchant name:	MOL*PARTSCARE CVB
Merchant information:	3222525377
Online purchase:	Y
Transaction category:	Transportation: Automotive Expenses

Chat

TAX INVOICE

BOOKING ID:
NF7J8VGV2OPF5LKA3043

DATE:
11/02/2023

DOCUMENT TYPE:
INVOICE

PLACE OF SUPPLY
Haryana

INVOICE NO.
M06AI23I16422431

TRANSACTIONAL TYPE/CATEGORY:
B2C/REG

TRANSACTION DETAIL:
RG

INVOICE ISSUED FOR FLIGHT

6E 6E - 2169 — **DEL - MAA** 11-02-2023
MD MONEERUL ISLAM (PNR: LKGRKL) (Ticket No: LKGRKL)
CARLOS CESAR MACIEL DA COSTA MACHADO (PNR: LKGRKL) (Ticket No: LKGRKL)
LUIZ HENRIQUE NEVES DA SILVA (PNR: LKGRKL) (Ticket No: LKGRKL)

QP QP - 1310 — **MAA - BLR** 11-02-2023
MD MONEERUL ISLAM (PNR: T8H3FG) (Ticket No: T8H3FG)
CARLOS CESAR MACIEL DA COSTA MACHADO (PNR: T8H3FG) (Ticket No: T8H3FG)
LUIZ HENRIQUE NEVES DA SILVA (PNR: T8H3FG) (Ticket No: T8H3FG)

CUSTOMER NAME
MD MONEERUL ISLAM

BOOKED BY
Luiz Henrique Neves

PAYMENT BREAKUP

*Fare charges (including applicable flight taxes collected on behalf of airline & other ancillary charges)	INR 28062.0
Insurance Amount	INR 747.0
MakeMyTrip Service Fees	INR 760.17
CGST @ 9%	INR 68.42
SGST @ 9%	INR 68.42
Total Booking Amount	**INR 29706.0**
Donation Amount	INR 10.0
Grand Total	**INR 29716.0**

This is a computer generated Invoice and does not require Signature/Stamp.

GST credit charged by the airline operator is only available against the invoice issued by the respective airline operator. If you are looking for the airline GST invoice, please check the airline website & download it from there.

This is not a valid travel document

The amount received as donation will be used for the specified charitable causes. MakeMyTrip will donate the collected amount to MakeMyTrip Foundation (a public trust registered with charitable objects) or similar charitable organizations to help create a social impact.

Invoice issued by MakeMyTrip India Pvt. Ltd.

PAN
AADCM5146R

HSN/SAC
998551

SERVICE DESCRIPTION
Reservation Services For Air Transportation

GSTN
06AADCM5146R1ZZ

CIN
U63040HR2000PTC090846

302

No PIN requ. contactless card trans. of up to Rs. 5000

5198

PAN : AACCT0236E
TIN NO : 08674351895
GSTIN :08AACCT0236E1ZR

Sales No:51521 ROOM NO:307

Guest Name:MR NEVES DA SILVA LUIZ HENRIQUE
Nationality:BAZ
Address -:ABILIO TAVARES DA SILVA
ABILIO TAVARES DA SILVA BRAZIL

Bill Date :27/01/2023
Room Type :DLX TWN
Number Of Pax :2
Arrv.Date :23/01/2023:23:19
Depr.Date ::27/01/2023:09:38

TRN. DATE	REF NO	SAC NO	PARTICULARS	DEBIT	CREDIT	R.BALANCE
24/01/23	2215		BVG/LN / FOOD	1795.42		1795.42
24/01/23			Central GST 2.5	44.91		1840.33
24/01/23			State GST 2.50	44.91		1885.24
24/01/23	2215		BVG/LN / SOFT D	420.00		2305.24
24/01/23			Central GST 2.5	6.13		2311.37
24/01/23			State GST 2.50	6.13		2317.50
24/01/23			Central GST 9.0	15.75		2333.25
24/01/23			State GST 9.00	15.75		2349.00
			DAY TOTAL			**2349.00**
25/01/23			TRANSFER DEBIT	1722.00		4071.00
25/01/23	151		TRAVEL DESK	677.97		4748.97
25/01/23			State GST 9.00	61.02		4809.99
25/01/23			Central GST 9.0	61.02		4871.01
			DAY TOTAL			**2522.01**
26/01/23	2240		BVG/HT / FOOD	3428.58		8299.59
26/01/23			Central GST 2.5	85.71		8385.30
26/01/23			State GST 2.50	85.71		8471.01
26/01/23	2240		BVG/HT / SOFT D	180.00		8651.01
26/01/23			Central GST 2.5	4.50		8655.51
26/01/23			State GST 2.50	4.50		8660.01
26/01/23	2242		BVG/DN / FOOD	1049.72		9709.73
26/01/23			Central GST 2.5	26.26		9735.99
26/01/23			State GST 2.50	26.26		9762.25
26/01/23	2242		BVG/DN / SOFT D	155.00		9917.25
26/01/23			Central GST 2.5	3.88		9921.13
26/01/23			State GST 2.50	3.88		9925.01
			DAY TOTAL			**5054.00**
27/01/23	2244		BVG/BF / FOOD	299.04		10224.05
27/01/23			Central GST 2.5	7.48		10231.53
27/01/23			State GST 2.50	7.48		10239.01

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THE THEME HOTEL
JAIPUR

PAN : AACCT0236E
TIN NO : 08674351895
GSTIN :08AACCT0236E1ZR

o:51521 ROOM NO:307

Guest Name:MR NEVES DA SILVA LUIZ HENRIQUE
Nationality:BAZ
Address -:ABILIO TAVARES DA SILVA

ABILIO TAVARES DA SILVA BRAZIL

Bill Date :27/01/2023
Room Type :DLX TWN
Number Of Pax :2
Arrv.Date :23/01/2023:23:19
Depr.Date :27/01/2023:09:38

TRN.	DATE	REF NO	SAC NO	PARTICULARS	DEBIT	CREDIT	R.BALANCE
				DAY TOTAL			314.00
				GRAND TOTAL	10239.01		0.00
				ROUND OFF			-.01
				NET AMOUNT		10239.00	

Company Name:MAKE MY TRIP INDIA PVT LT Company GSTIN:06AADCM5146R1ZZ
Company ADD:19THFLOORTOWERAB&CEPITOMEBLDGNO5DLFCYBERCITYPHASEIII
BILLING INST:RT TO TA EXTRAS DIRECT PAYMENT
CASHIER ID:GHANSHYAM FOM/DM:

I agree that I am responsible for the full payment of this bill in the event it is not paid by the company/organization or person indicated.

Guest Signature

304

AXIS BANK

THEME HOTELS PVT LTD
29 30 Nathur Vatsh Tower II Site Bo
TONK ROAD SANGANER JAIPUR
JAIPUR-302018

DATE:27/01/2023 TIME:09:29:46
MID:037111004330755 TID:84010738
BATCH:001158 INVOICE:006140
RR:038409170[illegible]

APP NAME:VISA [illegible]
CARD NUM: xxxx xxxx xxxx 4877 CHIP
CARD TYPE:VISA International
AID:A0000000031010 TC:DE56FF2865486018
AUTHCODE:166259 RRN:302704003387
TRANSACTION CURRENCY: USD
FX Rate 1 INR = [illegible]
[illegible]

AMT USD 133.00
AMT INR 10239.00

I have Currency conversion is provided by the Merchant, I have been offered a choice of currencies and I agreed to pay in USD with FX rate at banks rate plus 3.50 Percentage and agree to pay total amount as [illegible] by to the [illegible]rd issuer

SIGN:_____

PIN VERIFIED OK
SIGNATURE REQUIRED FOR CURRENCY SELECTION
HENRIQUE N SILVA LUIZ
*** CUSTOMER COPY ***
Download Axis Merchant [illegible]
Accept Payments Wherever [illegible]
VERSION:03.0
Powered by Worldline

AXIS BANK V.07.22 EXP-10-22

305

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	01/23/2023
Amount:	-270.09
Type:	Debit card
Purchaser:	LUIS HENRIQUE NEVES
Description:	RAZ*MakeMytrip 01/22 PURCHASE Central Delhi DEBIT CARD *7927
Merchant category:	Travel Agencies and Tour Operators
Merchant category code:	4722
Merchant name:	RAZ*MAKEMYTRIP
Merchant information:	Central Delhi
Online purchase:	Y
Transaction category:	Travel: Travel

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	01/23/2023
Amount:	-1,000.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:230123 TIME:1511 ET TRN:2023012300429121 SERVICE REF:415189 BNF:VENKATESH V ID:805410110012436 BNF BK:BANK OF INDIA ID:INBKID0008054 PMT DET:422535796 POP GOODS
Merchant name:	VENKATESH V
Merchant information:	
Transaction category:	Cash, Checks & Misc: Other Expenses

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	01/20/2023
Amount:	-300.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:230120 TIME:0926 ET TRN:2023012000264026 SERVICE REF:360639 BNF:VENKATESH V ID:805410110012436 BNF BK:BANK OF INDIA ID:INBKID0008054 PMT DET:422245666 TEST HENR IQUE POP GOODS
Merchant name:	VENKATESH V
Merchant information:	
Transaction category:	Cash, Checks & Misc: Other Expenses

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	01/24/2023
Amount:	-134.46
Type:	Debit card
Purchaser:	LUIS HENRIQUE NEVES
Description:	Payup*ixigo 01/23 PURCHASE Gurgaon DEBIT CARD *7927
Merchant category:	Travel Agencies and Tour Operators
Merchant category code:	4722
Merchant name:	PAYUP*IXIGO
Merchant information:	Gurgaon
Online purchase:	Y
Transaction category:	Travel: Travel

(12) 309

389/07

C&E Embassy Express
Energieweg 14 E
3751 LT Bunschoten

info@cembassyexpress.nl

KvK: 32147590
Btw: 17.26.68.049-B.01
Bank: NL07 RABO 0105 3274 76

B.V. Trek-Air
T.a.v. Michiel Kneefel
Beechavenue 54
1119PW Schiphol-Rijk

Factuur 2022-0061

Kenmerk: Businessvisum India

Factuurdatum: 10-05-2022
Vervaldatum: 17-05-2022

	Omschrijving	Bedrag	Totaal	Btw
1 x	bemiddeling businessvisum India multiple entry 12 maanden	€ 50,00	€ 50,00	21%
		Subtotaal	€ 50,00	
		21% btw	€ 10,50	
		Totaal	**€ 60,50**	

Gelieve het totaalbedrag vooraf over te maken op Rabobank rekeningnummer 10.53.27.476 (IBAN NL07 RABO 0105 3274 76) t.n.v. C&E Embassy Express onder vermelding van het factuurnummer.

N.B. Paspoorten met visa worden pas door ons uitgegeven wanneer het totaalbedrag op onze rekening is bijgeschreven! Wij hanteren/accepteren geen betalingstermijn(en).

NB: C&E Embassy Express is niet verantwoordelijk voor de service en diensten van derden, d.w.z. indien u ervoor kiest om uw paspoort met visum te laten retourneren door middel van aangetekende post dan wel per koerier, is dat altijd uw eigen verantwoordelijkheid. Uiteraard kunnen wij u aantonen of wij op tijd uw paspoort met visum hebben geretourneerd en of dat correct is gebeurd. Een track & tracénummer is bij ons op te vragen zodat u uw paspoort met visum kunt volgen. U kunt uw paspoort met visum elke middag afhalen op ons kantoor of u kunt gebruik maken van onze koerierservice om uw paspoort bij u te bezorgen. Kijk voor de voorwaarden op onze website www.cembassyexpress.nl

RN 10/5/22

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Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	01/23/2023
Amount:	-8.10
Type:	Bank charge
Description:	INTERNATIONAL TRANSACTION FEE 01/22 RAZ*MakeMytrip Central Delhi DEBIT CARD *7927
Merchant name:	CHECKCARD 0122 RAZ*MakeMytrip Central Delhi 027056030230358036165 76 CKCD 4722 5348600019767927 INTERNATIONAL TRANSACTION FEE
Merchant information:	Central Delhi
Transaction category:	Finance: Service Charges/Fees

Chat

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

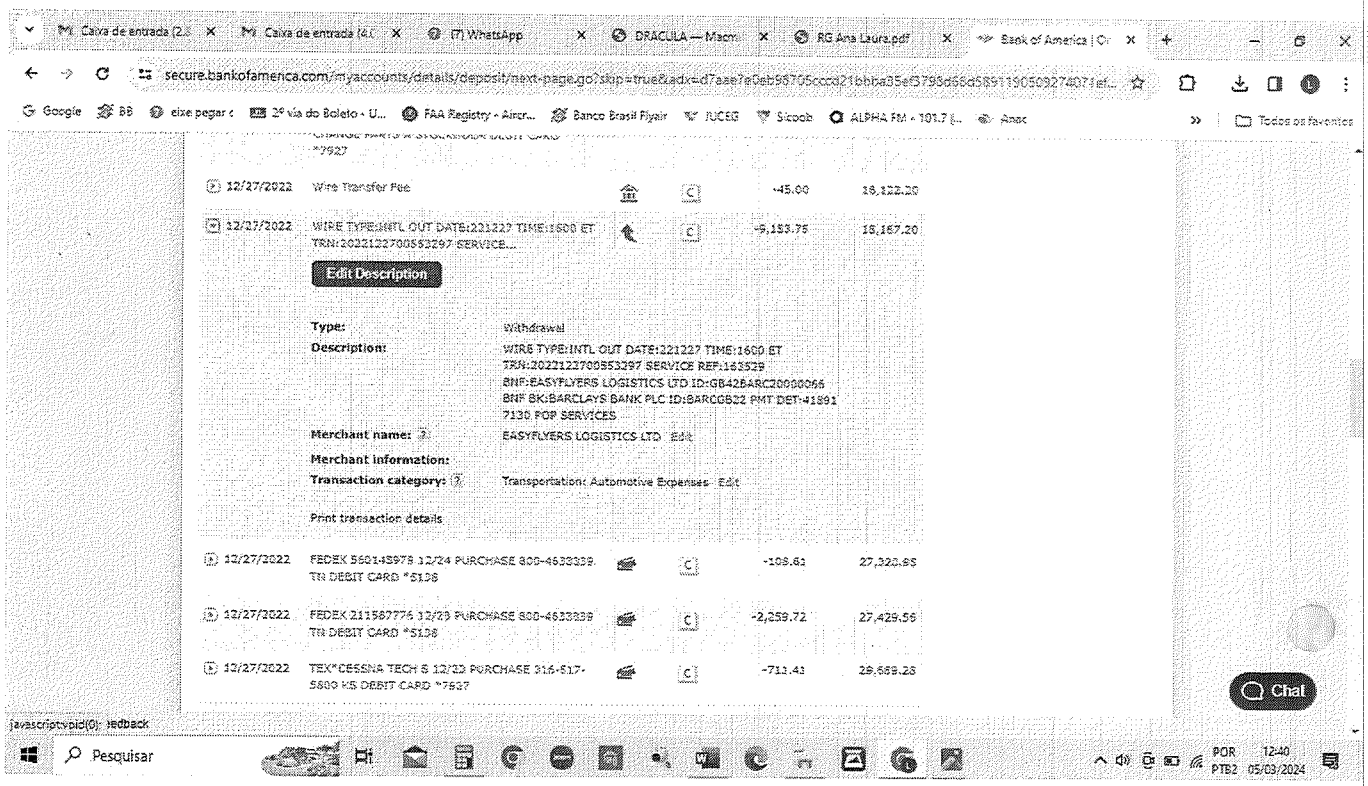
Post date:	01/23/2023
Amount:	-8.74
Type:	Bank charge
Description:	INTERNATIONAL TRANSACTION FEE 01/21 RAZ*MakeMytrip Central Delhi DEBIT CARD *7927
Merchant name:	CHECKCARD 0121 RAZ*MakeMytrip Central Delhi 027056030220358003619O4 CKCD 4722 5348600019767927 INTERNATIONAL TRANSACTION FEE
Merchant information:	Central Delhi
Transaction category:	Finance: Service Charges/Fees

3/2

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	01/23/2023
Amount:	-291.24
Type:	Debit card
Purchaser:	LUIS HENRIQUE NEVES
Description:	RAZ*MakeMytrip 01/21 PURCHASE Central Delhi DEBIT CARD *7927
Merchant category:	Travel Agencies and Tour Operators
Merchant category code:	4722
Merchant name:	RAZ*MAKEMYTRIP
Merchant information:	Central Delhi
Online purchase:	Y
Transaction category:	Travel: Travel


Caixa de entrada (2.
Caixa de entrada (4.
(7) WhatsApp
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RG Ana Laura.pdf
Bank of America | Or
secure.bankofamerica.com/myaccounts/details/deposit/next-page.go?skip=true&adx=d7aae7e0eb96705cccd21bbba35ef3793d66d5891190509274071ef...
Google
BB
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2ª via do Boleto - U...
FAA Registry - Aircr...
Banco Brasil Flyair
FUCEB
Sicoob
ALPHA FM - 101.7 (...
Anac
Todos os favoritos
*7927
12/27/2022 Wire Transfer Fee C -45.00 18,122.20
12/27/2022 WIRE TYPE:INTL OUT DATE:221227 TIME:1600 ET TRN:2022122700553297 SERVICE... C -9,153.75 18,167.20
Edit Description
Type: Withdrawal
Description: WIRE TYPE:INTL OUT DATE:221227 TIME:1600 ET TRN:2022122700553297 SERVICE REF:163529 BNF:EASYFLYERS LOGISTICS LTD ID:GB42BARC20080066 BNF BK:BARCLAYS BANK PLC ID:BARCGB22 PMT DET:41891 7130 POP SERVICES
Merchant name: EASYFLYERS LOGISTICS LTD Edit
Merchant information:
Transaction category: Transportation: Automotive Expenses Edit
Print transaction details
12/27/2022 FEDEX 560143978 12/24 PURCHASE 800-4633339. TN DEBIT CARD *5136 C -108.61 27,320.85
12/27/2022 FEDEX 211587776 12/23 PURCHASE 800-4633339 TN DEBIT CARD *5136 C -2,259.72 27,429.56
12/27/2022 TEX*DESSNA TECH S 12/23 PURCHASE 316-517-5809 KS DEBIT CARD *7927 C -711.43 29,689.28
Chat
javascript:void(0);
Pesquisar
POR PTB2 12:40 05/03/2024

515

3/14

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	01/23/2023
Amount:	-1,850.00
Type:	Debit card
Purchaser:	LUIS HENRIQUE NEVES
Description:	SIERRATRAX 01/20 PURCHASE 3126444444 IL DEBIT CARD *7927
Merchant category:	Airports, Airport Terminals, Flying Fields
Merchant category code:	4582
Merchant name:	SIERRATRAX
Merchant information:	3126444444,IL
Online purchase:	Y
Transaction category:	Travel: Travel

Iris Rober Ferreira

Tradutor Público e Intérprete Comercial
12º Ofício de Tradução Juramentada do Estado de Goiás
Filiado à Associação de Tradutores Juramentados de Goiás

Public Sworn Translator and Commercial Interpreter
12th Sworn Translation Office of the State of Goias
Member of the Sworn Translators Association of Goias

FILE: 20679

The undersigned, Public Translator, duly sworn and registered with the Board of Trade of the State of Goias under No. 12 certifies that a document written in Portuguese was presented for translation into English, which has been done to the best of his knowledge as follows:-)----------
The document brought for translation was a report, in PDF format, in 1 (one) sheet, front only. The document reads:

SIFEC - Centralized Loan and Financing System https://sifec.prd.caixa/fcc-web/

SIFEC	Home (.I)	Services	What do you want to do	#INTERNO.CAIXA		

Ho .I) > Services > Verify Contracts > See Contract

See Contract

Contract Basic Information

[Signature]
[Stamp]
LORENA GONTIJO DE OLIVEIRA
Portfolio Manager – Individual Accounts
Employee 115603-0
CAIXA ECONÔMICA FEDERAL

Contract number:	1686169	**Contract status:**	Regular
Product description:	6415 - CR CAIXA LCA-Invest Pec PF-Infraestrutura Pecuaria	**Description of the modality:**	
Customer name:	LUIZ HENRIQUE NEVES DA SILVA	**Individual/Corporate TAX ID:**	548.996.051-53
Customer's portfolio:	GR03	**In charge of registration:**	0
Current credit account:	1092.3701.000596006553-0	**Collection Branch:**	1092
Current debit account:	1092.3701.000596006553-0	**Source of funds:**	Cash
Collection method:	Direct Debit	**Current installment amount:**	R$ 0.00
Date of last installment paid:	8/30/2022	**Outstanding balance amount:**	R$ 4,638,565.83
Amount of last installment paid:	R$ 1,785.37	**Contract amount:**	R$ 3,205,917.75
Interest rate:	17,000000 % - Per year	**Financed amount:**	RS 3,675,752.41
Monthly Total effective cost:	0,000000 %	**Net amount:**	RS 3,205,917.75
Annual Total effective cost:	0,000000 %	**Collateral amount:**	R$ 4,808,876.64

CAIXA/CEDESBR | Version: 2.115.0 0

1 of 2 2/22/2024 11:32 AM

IN WITNESS THEREOF, I set my hand and seal this twenty-third day of February, two thousand twenty-four, in the city of Goiania, State of Goias, Federative Republic of Brazil.

Iris Rober Ferreira
Sworn Translator

Unidade Goiânia – Goiás
Av. Anhanguera, 5674, Ed. Palácio do Comércio, Sala 1509, St. Central
Goiânia - GO, CEP: 74.043-010 Brasil
Fone: +55 62 99377-5504, 98573-1555 e 3091-2921 e-mail: pedidos@juratus.com.br / iris.tradutor@hotmail.com Site: juratus.com.br

Unidade Palmas – Tocantins
Palmas Coworking 21, Quadra 204 Sul Alameda 11, Plano Diretor Sul,
Palmas - TO, CEP: 77.020-480 Brasil

Esta certidão de tradução pública foi assinada digitalmente pela Tradutora Juramentada Iris Rober Ferreira, matrícula número 12 na JUCEG. O código de verificação em https://www.portaldeassinaturas.com.br:443 is 6368-B68A-7241-50EB
This public translation certificate was digitally signed by the Sworn Translator Iris Rober Ferreira, registered with JUCEG under # 12. The verification code at https://www.portaldeassinaturas.com.br:443 is 6368-B68A-7241-50EB

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PROTOCOLO DE ASSINATURA(S)

*** Para verificar a assinatura, clique em https://www.portaldeassinaturas.com.br/Verificar/6368-B68A-7241-50EB ou acesse https://www.portaldeassinaturas.com.br:443 e use o código abaixo para verificar se este documento é válido.

*** In order to verify the signature, click here https://www.portaldeassinaturas.com.br/Verificar/6368-B68A-7241-50EB or visit https://www.portaldeassinaturas.com.br:443 and use the code below to check if this document is valid.

Código para verificação: 6368-B68A-7241-50EB

Hash do Documento

578872240EB29A49C552CB504BC7153268CD3C19168E8093EE800B074BB71A43

O(s) nome(s) indicado(s) para assinatura, bem como seu(s) status em 23/02/2024 é(são) :

☑ Iris Rober Ferreira (Tradutor Juramentado / Sworn Translator) - 574.900.401-59 em 23/02/2024 16:38 UTC-03:00
Tipo: Certificado Digital

317

Hapag-Lloyd AG
Hapag-Lloyd India Private Limited
2nd Floor
Above Cargo Honda Show Room
Plot No. 351, Ward 12/B, Tagore Road
Gandhidham- Kutch Gujrat 370201

GSTIN No.: 24AAACH0979G1ZP

Hapag-Lloyd

PAN No: AAACH0979G
Web: www.hapag-lloyd.com

Tax Invoice

Original for recipient

EMIRATES OCEAN EXPRESS SHIP
PRIVATE LIMITED
158/4,
KONDLI,DELHI,
DELHI 110096
DELHI, INDIA
PAN NO.: AAGCE1363H
GSTIN NO.: 07AAGCE1363H1ZS

ISSUING AGENT:
HAPAG-LLOYD INDIA PVT LTD
PLOT NO.351, WARD 12/B,
TAGORE ROAD,GANDHIDHAM, GUJARAT
GANDHIDHAM , KUTCH 370201
GUJARAT, INDIA
FOR BILLING QUERIES PLEASE CONTACT
REF.: SONI, BHARA
TEL.FAX : +91 22 6640-3452
EMAIL: BHARA.SONI@HLAG.COM

PLACE OF SUPPLY: FINAL DESTINATION
STATE: DELHI CODE: 07

INVOICE NO.: GJ10[redacted] REF: 20764[redacted] PAGE 1 / 2
MAR. 27, 2023

CUSTOMER : 538[redacted]
YOUR REF. : EMIRATES OCEAN EXPRE

B/L-NO. HLCUBO1230227517

SHIPMENT 20063225 FCL/FCL

SAILING MAR. 27, 2023

1. Vessel Roll Over Charges @200 x 7 : $ 1400 /-
2. NO SHOW FEE@200 x 7 : $ 1400 /-
3. C.R.O. Amendment Charges @300 x 6 : $ 1800 /-

NET		3,94,358.00 INR
GOODS AND SERVICE TAX HO 70,984.00	18.00 %	70,984.00 INR
GROSS		4,65,342.00 INR

Container.

SUMMARY PER TARIFF CURRENCY
4600.00 USD

RATE OF EXCHANGE
1 USD = 85.736440 INR

CONTENTS OF THE INVOICE WILL BE CONSIDERED CORRECT IF NO ERRORS ARE

IRN: 65b971424ad640bd0148ccc90d356e81f20dbfc6312b874f5

Bank: Deutsche Bank
Account Name: Hapag-Lloyd India Pvt. Ltd
Account Number: 0558509.00-5 (INR Only)
ISFC Code: DEUT0784IBY
Please use Online payment using ODeX for faster payment confirmation.
Login to: https://in.odexglobal.com/customerportal/login
For more details, please visit ODeX: https://in.odexglobal.com/

This invoice is issued on behalf of Hapag-Lloyd AG

E.&O.E.
Hapag-Lloyd India Pvt. Ltd.
as agent of
Hapag-Lloyd Ag

All transports carried out by Hapag-Lloyd AG are subject to its General Conditions of Transport (which are available on request) provided that the services are not covered by Bill of Lading or Sea Waybill.

318

CIN No.: U63040DL2020PTC371472
GST No.: 07AAGCE1303H1ZS
PAN : AAGCE1303H

EMIRATES
Ocean Express Ship Pvt. Ltd.

Address: A-158-4 , 1st FLOOR, KONDLI, MAYUR VIHAR, NEW DELHI-110096

Phone: 95-11-22141004 | Mob: +91 9650663396

Email: account@emiratesshippings.com
Website: www.emiratesshippings.com

STATE : DELHI , STATE CODE : 07

PERFORMA INVOICE

Invoice To:

AERO PARTS SUPPLY
3rd. H2/67. NEAR BLK- L KALI MANDIR,
Mahavir Enclave, New Delhi, South West Delhi, Delhi, 110045

STATE : DELHI
GST/UIN : 07GPUPK0365B1ZS
STATE CODE : 07

Invoice No.:	Date:	Job Ref. No.:
PERFORMA INV	dtd. 27-03-2023	EOES/02-2023/02

Shipper Name :
FLYD AEROSPARES PRIVATE LIMITED

Consignee Name:
Intercontinental Commercial Aircraft, Inc.

MBL No./HBL No. : HLCUBO1230227517

Origin/POL : RAIGICO - Jaipur Via Mundra,INDIA
Destination POD : JACKSONVILLE, FL to Door Delivery till Altha, FL.32421 (USA)
COMMODITY : Aircraft and its parts
HS CODE : 88023000

Container No.: HLBU1440101 / 40'HC

Exporter Inv. No. & Date : 01 DT: 02.02.2023

Rate of Exchange : 1 USD = 85.73 INR
Package / Type : 30 NOS.
Gross Wt.: (KG/MT) : 2240 KGS
Equipments : 1 X 40'Feet HQ Container , FCL/ FCL
Shipping Bill No. : 7758345 13/02/2023
Volume : 1 X 40'Feet HQ Container , FCL/ FCL

Credit Terms : BL Against Payment

S/N	Description	SAC/HSN	Qty	Curr.	Rate	Amount	GST(%)	CGST 9 % (INR)	SGST 9 % (INR)	Total Amount (INR)
1	Vessel Roll Over Charges for CMA CGM TITUS Voy. No: 0MXEFW1MA ETD.: 18-Feb-2023	996799	1	USD	200	17146	18%	1543.14	1543.14	20232.28
2	Vessel Roll Over Charges for APL FLORIDA Voy. No: 018W Voy. No: 3310W ETD.: 21-Feb-2023..	996799	1	USD	200	17146	18%	1543.14	1543.14	20232.28
3	Vessel Roll Over Charges for BEA SCHULTE oy. No: 010W ETD.: 28-Feb-2023	996799	1	USD	200	17146	18%	1543.14	1543.14	20232.28
4	Vessel Roll Over Charges for SWANSEA Voy. No: 007W ETD.: 07-Mar-2023	996799	1	USD	200	17146	18%	1543.14	1543.14	20232.28
5	Vessel Roll Over Charges for SOFIYA EXPRESS Voy. No: 3310W ETD.: 15-Mar-2023..	996799	1	USD	200	17146	18%	1543.14	1543.14	20232.28
6	Vessel Roll Over Charges for APL FLORIDA Voy. No: 008W ETD.: 21-Mar-2023	996799	1	USD	200	17146	18%	1543.14	1543.14	20232.28
7	...oll Over Charges for RDO FORTUNE Voy. No: 011W ETD.:28-Mar-2023	996799	1	USD	200	17146	18%	1543.14	1543.14	20232.28
8	NO SHOW FEE- for CMA CGM TITUS Voy. No: 0MXEFW1MA ETD.: 18-Feb-2023	996799	1	USD	200	17146	18%	1543.14	1543.14	20232.28
9	NO SHOW FEE- for APL FLORIDA Voy. No: 018W Voy. No: 3310W ETD.: 21-Feb-2023..	996799	1	USD	200	17146	18%	1543.14	1543.14	20232.28
10	NO SHOW FEE- for BEA SCHULTE oy. No: 010W ETD.: 28-Feb-2023	996799	1	USD	200	17146	18%	1543.14	1543.14	20232.28
11	NO SHOW FEE- for SWANSEA Voy. No: 007W ETD.: 07-Mar-2023	996799	1	USD	200	17146	18%	1543.14	1543.14	20232.28
12	NO SHOW FEE- for SOFIYA EXPRESS Voy. No: 3310W ETD.: 15-Mar-2023..	996799	1	USD	200	17146	18%	1543.14	1543.14	20232.28
13	NO SHOW FEE- for APL FLORIDA Voy. No: 008W ETD.: 21-Mar-2023	996799	1	USD	200	17146	18%	1543.14	1543.14	20232.28
14	NO SHOW FEE- for RDO FORTUNE Voy. No: 011W ETD.:28-Mar-2023	996799	1	USD	200	17146	18%	1543.14	1543.14	20232.28
15	C.R.O. Amendment Charges	996799	6	USD	300	154314	18%	13888.26	13888.26	182090.52
Total :						Rs. 3,94,358		Rs. 35,492	Rs. 35,492	Rs. 4,65,342

Total invoice Amount (In Words) : **Four Lakh Sixty Five Thousand Three Hundred And Forty Two Only.**

Total invoice Amount (In USD) : $ 7548 /- Only including GST TAX

1 USD = 81.65 INR As per previous bank Remitance

Terms & Conditions :-
1) Any discrepancy on the invoice should be notified within 5 Days else deemed correct and liable to pay in full
2) The Cheque/DD should be drawn in favour of **Emirates Ocean Express Ship Pvt. Ltd.**
3) All disputes are subject to Delhi Court Jurisdiction
4) No deductions will be accepted if errors are not reported within 5 days after the receipt of the Debit Note
5) Cheque Bounce Charges 10000/ plus Service Tax .
6) Payment must be received within the agreed credit period, failing which interest @24% per annum will be charged on overdue invoices

For RTGS/NEFT Payment :-
A/C No: 5245100751 , IFSC Code No: KKBK0000218
Bank Name: Kotak Mahindra Bank , Branch: L-9,KALKAJI , NEW DELHI , INDIA .
SWIFT CODE : KKBKINBB
MICR CODE: 110485052
ACCOUNT TYPE : CURRENT ACCOUNT

For
Emirates Ocean Express Ship Pvt. Ltd.

Authorised Signatory

This is a computer generated invoice & hence does not require any signature.

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	02/21/2023
Amount:	-2,461.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:230221 TIME:0518 ET TRN:2023022100069953 SERVICE REF:209460 BNF:FLYD AEROSPARES PVT LTD ID:4446153580 BNF BK:K OTAK MAHINDRA BANK LIM ID:006550591192 PMT DET:426 348604 TAXES PARTS POP OPERATING EXPENSES
Merchant name:	FLYD AEROSPARES PVT LTD
Merchant information:	
Transaction category:	Business Expenses: Business Miscellaneous

Chat

Bank of America

Online Banking

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Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	12/12/2022
Amount:	-2,970.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:221212 TIME:1240 ET TRN:2022121200401155 SERVICE REF:217681 BNF:FLYD AEROSPARES PVT LTD ID:4446153580 BNF BK:K OTAK MAHINDRA BANK LIM ID:006550591192 PMT DET:416 920744 AIRPLANE PARTS INVOICE I060 POP OTHER/AIRPL
Merchant name:	FLYD AEROSPARES PVT LTD
Merchant information:	
Transaction category:	Business Expenses: Business Miscellaneous

CIN No.: U63040DL2020PTC371472
GST No.: 07AAGCE1363H1ZS
PAN : AAGCE1363H

EMIRATES
Ocean Express Ship Pvt. Ltd.

Address: A–158-4 , 1st FLOOR, KONDLI, MAYUR VIHAR, NEW DELHI-110096

Phone: +91-11- 22411004 | Mob: +91 9650663996

Email: account@emiratesshippings.com
Website: www.emiratesshippings.com

STATE : DELHI , STATE CODE : 07

PERFORMA INVOICE

Invoice To:
AERO PARTS SUPPLY
3rd, H2/67, NEAR BLK- L KALI MANDIR,
Mahavir Enclave, New Delhi, South West Delhi, Delhi, 110045

STATE : DELHI STATE CODE : 07
GST/UIN : 07GPUPK0365B1ZS

Invoice No.:	Date:	Job Ref. No.:
PERFORMA INV	dtd. 22-02-2023	EOES/02-2023/02

Shipper Name :
FLYD AEROSPARES PRIVATE LIMITED

Consignee Name:
Intercontinental Commercial Aircraft, Inc.

MBL No./HBL No. : HLCUBO1230227517

Origin/POL : RAJSICO - Jaipur Via Mundra,INDIA
Destination POD : **JACKSONVILLE, FL to Door Delivery till Altha, FL.32421 (USA)**
COMMODITY : Aircraft and its parts
HS CODE : 88023000

Container No.: **HLBU1440101 / 40'HC**

Exporter Inv. No. & Date : 01 DT: 02.02.2023

Rate of Exchange : 1 USD = 84.90 INR
Package / Type : 30 NOS.
Gross Wt.: (KG/MT) : 2240 KGS
Equipments : **1 X 40'Feet HQ Container , FCL/ FCL** **Credit Terms :** BL Against Payment
Shipping Bill No. : ????
Volume : **1 X 40'Feet HQ Container , FCL/ FCL**

S/N	Description	SAC/HSN	Qty	Curr.	Rate	Amount	GST(%)	CGST 9 % (INR)	SGST 9 % (INR)	Total Amount (INR)
1	Export Container Demurrage combined with Detention 1st Period- From 06 Feb to 12 Feb 2023	996799	7	USD	120	71316	18%	6418.44	6418.44	84152.88
2	Export Container Demurrage combined with Detention 2nd Period- From 12 Feb to 18 Feb 2023	996799	7	USD	175	104003	18%	9360.23	9360.225	122722.95
3	Export Container Demurrage combined with Detention 3rd Period- From 18 Feb to 25 Feb 2023	996799	7	USD	250	148575	18%	13371.75	13371.75	175318.50
4	Vessel Roll Over Charges for ETD. 18 Feb Vessel	996799	1	USD	200	16980	18%	1528.20	1528.2	20036.40
5	Vessel Roll Over Charges for ETD. 21 Feb Vessel	996799	1	USD	200	16980	18%	1528.20	1528.2	20036.40
6	Warehouse Storage Charges at Mundra Port from 11 Feb to 25 Feb 2023	996799	13	USD	30	33111	18%	2979.99	2979.99	39070.98
Total :						Rs. 3,90,965		Rs. 35,187	Rs. 35,187	Rs. 4,61,338

Total invoice Amount (In Words) : **Four Lakh Sixty One Thousand Three Hundred Thirty Eight Only.**

Total invoice Amount (In USD) : $ 5434 /- Only including GST TAX

Terms & Conditions :-
1) Any discrepancy on the invoice should be notified within 5 Days else deemed correct and liable to pay in full
2) The Cheque/DD should be drawn in favour of **Emirates Ocean Express Ship Pvt. Ltd.**
3) All disputes are subject to Delhi Court Jurisdiction
4) No deductions will be accepted if errors are not reported within 5 days after the receipt of the Debit Note
5) Cheque Bounce Charges 10000/ plus Service Tax .
6) Payment must be received within the agreed credit period, failing which interest @24% per annum will be charged on overdue invoices

For RTGS/NEFT Payment :-
A/C No: 5245100751 , IFSC Code No: KKBK0000218
Bank Name: Kotak Mahindra Bank , Branch: L-9,KALKAJI , NEW DELHI , INDIA .
SWIFT CODE : KKBKINBB
MICR CODE : 110485052
ACCOUNT TYPE : CURRENT ACCOUNT

For
Emirates Ocean Express Ship Pvt. Ltd.

Authorised Signatory

This is a computer generated invoice & hence does not require any signature.

3252

CIN No.: U63040DL2020PTC371472
GST No.: 07AAGCE1363H1ZS
PAN : AAGCE1363H

EMIRATES
Ocean Express Ship Pvt. Ltd.

Address: A-158-4 , 1st FLOOR, KONDLI, MAYUR VIHAR, NEW DELHI-110096

Phone:+91-11- 2224 1004 | Mob: +91 9650663996

Email: account@emiratesshippings.com
Website: www.emiratesshippings.com

STATE : DELHI , STATE CODE : 07

PERFORMA INVOICE

Invoice To:
AERO PARTS SUPPLY
3rd, H2/67, NEAR BLK- L KALI MANDIR,
Mahavir Enclave, New Delhi, South West Delhi, Delhi, 110045

STATE : DELHI STATE CODE : 07
GST/UIN : 07GPUPK0365B1ZS

Invoice No.:	Date:	Job Ref. No.:
PERFORMA INV	dtd. 28-02-2023	EOES/02-2023/02

Shipper Name :
FLYD AEROSPARES PRIVATE LIMITED

Consignee Name:
Intercontinental Commercial Aircraft, Inc.

MBL No./HBL No. : HLCUBO1230227517

Origin/POL : RAJSICO - Jaipur Via Mundra,INDIA
Destination POD : **JACKSONVILLE, FL to Door Delivery till Altha, FL.32421 (USA)**
COMMODITY : Aircraft and its parts
HS CODE : 88023000

Container No.: **HLBU1440101 / 40'HC**

Exporter Inv. No. & Date : 01 DT: 02.02.2023

Rate of Exchange : 1 USD = 84.90 INR
Package / Type : 30 NOS.
Gross Wt.: (KG/MT) : 2240 KGS
Equipments : **1 X 40'Feet HQ Container , FCL/ FCL** **Credit Terms :** BL Against Payment
Shipping Bill No. : ????
Volume : **1 X 40'Feet HQ Container , FCL/ FCL**

S/N	Description	SAC/HSN	Qty	Curr.	Rate	Amount	GST(%)	CGST 9 % (INR)	SGST 9 % (INR)	Total Amount (INR)
1	Export Container Demurrage combined with Detention 4th Period- From 25 Feb to 28 Feb 2023	996799	4	USD	250	84900	18%	7641.00	7641	100182.00
2	Vessel Roll Over Charges for ETD. 28 Feb Vessel	996799	1	USD	200	16980	18%	1528.20	1528.2	20036.40
4	Warehouse Storage Charges at Mundra Port from 25 Feb to 28 Feb 2023	996799	4	USD	30	10188	18%	916.92	916.92	12021.84
Total :						Rs. 1,12,068		Rs. 10,086	Rs. 10,086	Rs. 1,32,240

Total invoice Amount (In Words) : **One Lakh Thirty Two Thousand Two Hundred And Forty Only.**

Total invoice Amount (In USD) : $ 1619 /- Only including GST TAX

Terms & Conditions :-
1) Any discrepancy on the invoice should be notified within 5 Days else deemed correct and liable to pay in full
2) The Cheque/DD should be drawn in favour of **Emirates Ocean Express Ship Pvt. Ltd.**
3) All disputes are subject to Delhi Court Jurisdiction
4) No deductions will be accepted if errors are not reported within 5 days after the receipt of the Debit Note
5) Cheque Bounce Charges 10000/ plus Service Tax .
6) Payment must be received within the agreed credit period, failing which interest @24% per annum will be charged on overdue invoices

For RTGS/NEFT Payment :-
A/C No: 5245100751 , IFSC Code No: KKBK0000218
Bank Name: Kotak Mahindra Bank , Branch: L-9,KALKAJI , NEW DELHI , INDIA .
SWIFT CODE : KKBKINBB
MICR CODE : 110485052
ACCOUNT TYPE : CURRENT ACCOUNT

For
Emirates Ocean Express Ship Pvt. Ltd.

Authorised Signatory

Emirates Ocean Express Ship Pvt. Ltd. New Delhi

This is a computer generated invoice & hence does not require any signature.

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Lords Inn Jaipur

Mr. MD MONEERUL ISLAM
Mr. CARLOS CESAR

KHANMIRZA, NAHENDRU, PATNA
Patna
Bihar Mo No.(+91) 9999040374

Proforma Copy

06-Feb-2023

Room No	Type	FolioNo	A/C	Rate	Check - In	Check - Out	Guest ID
102	CLUBTWIN	0003769	4/0	CP	Date : 02-Feb-2023	Date : 06-Feb-2023	CP
					Time : 10:13	Time : 09:15	Reg No: [illegible]

Date	Description	Document No	Debit	Credit	Balance
31-Jan-23	IRD Charges	23/RS03541	504.00	0.00	504
31-Jan-23	IRD Charges	23/RS03542	112.00	0.00	616
31-Jan-23	IRD Charges	23/RS03547	409.00	0.00	1025
31-Jan-23	IRD Charges	23/RS03548	168.00	0.00	1193
31-Jan-23	IRD Charges	23/RS03549	78.00	0.00	1271
31-Jan-23	Laundry Charge	23/L000099	1,056.00	0.00	2327
01-Feb-23	Blue Coriander	23/BC01342	74.00	0.00	2401
01-Feb-23	IRD Charges	23/RS03554	54.00	0.00	2455
01-Feb-23	IRD Charges	23/RS03555	357.00	0.00	2812
01-Feb-23	IRD Charges	23/RS03560	609.00	0.00	3421
01-Feb-23	Laundry Charge	23/L000100	785.00	0.00	4206
02-Feb-23	Blue Coriander	23/BC01344	210.00	0.00	4416
02-Feb-23	IRD Charges	23/RS03562	413.00	0.00	4829
02-Feb-23	IRD Charges	23/RS03563	223.00	0.00	5052
02-Feb-23	Laundry Charge	23/L000102	472.00	0.00	5524
03-Feb-23	IRD Charges	23/RS03578	866.00	0.00	6390
03-Feb-23	IRD Charges	23/RS03582	78.00	0.00	6468
03-Feb-23	IRD Charges	23/RS03581	364.00	0.00	6832
04-Feb-23	Blue Coriander	23/BC01352	263.00	0.00	7095
05-Feb-23	Blue Coriander	23/BC01353	315.00	0.00	7410
05-Feb-23	IRD Charges	23/RS03607	330.00	0.00	7740
05-Feb-23	IRD Charges	23/RS03606	123.00	0.00	7863
05-Feb-23	Laundry Charge	23/L000105	696.00	0.00	8559
05-Feb-23	Laundry Charge	23/L000103	207.00	0.00	8766
05-Feb-23	Laundry Charge	23/L000104	850.00	0.00	9616
06-Feb-23	Blue Coriander	23/BC01360	263.00	0.00	9879
				Gross Amount	9879
05-Feb-23	ADVANCE-Axis Card		0.00	6,623.00	3256.00

Lords Inn Jaipur

A-2,A-3, Mahalaxmi Nagar,
Malviya Nagar, JLN Marg,, Jaipur - 302017, Rajasthan
Tel: 91-141-6657700,91-141-.
Email : reslimj@lordshotels.com Website : www.lordshotels.com

STATEMENT

Date : 11-Feb-2023

Room#	Type	FolioNo	Rate
102	CLUBTWIN	0003769/G/2	EP

Arrival	Departure	Night	A/C
02-Feb-2023 10:13	11-Feb-2023 05:09	9	3/0

Name

Mr. MD MONEERUL ISLAM Indian
Mr. CARLOS CESAR
KHANMIRZA, NAHENDRU, PATNA
Patna,Bihar
Mo No.(+91) 9999040374

BkNo# : 0004162

Reg No. 0000003769

Company : INTERCONTIN
L COMMERCIA

Date	Description	HSN/SAC	Document No	Debit	Credit	Balance
31-Jan-23	IRD Charges	996332	23/RS03541	504.00	0.00	504.00
31-Jan-23	IRD Charges	996332	23/RS03542	112.00	0.00	616.00
31-Jan-23	IRD Charges	996332	23/RS03547	409.00	0.00	1,025.00
31-Jan-23	IRD Charges	996332	23/RS03548	168.00	0.00	1,193.00
31-Jan-23	IRD Charges	996332	23/RS03549	78.00	0.00	1,271.00
31-Jan-23	Laundry Charge	999719	23/L000099	1,056.00	0.00	2,327.00
01-Feb-23	Blue Coriander	996332	23/BC01342	74.00	0.00	2,401.00
01-Feb-23	IRD Charges	996332	23/RS03554	54.00	0.00	2,455.00
01-Feb-23	IRD Charges	996332	23/RS03555	357.00	0.00	2,812.00
01-Feb-23	IRD Charges	996332	23/RS03560	609.00	0.00	3,421.00
01-Feb-23	Laundry Charge	999719	23/L000100	785.00	0.00	4,206.00
02-Feb-23	Blue Coriander	996332	23/BC01344	210.00	0.00	4,416.00
02-Feb-23	IRD Charges	996332	23/RS03562	413.00	0.00	4,829.00
02-Feb-23	IRD Charges	996332	23/RS03563	223.00	0.00	5,052.00
02-Feb-23	Laundry Charge	999719	23/L000102	472.00	0.00	5,524.00
03-Feb-23	IRD Charges	996332	23/RS03578	866.00	0.00	6,390.00
03-Feb-23	IRD Charges	996332	23/RS03582	78.00	0.00	6,468.00
03-Feb-23	IRD Charges	996332	23/RS03581	364.00	0.00	6,832.00
04-Feb-23	Blue Coriander	996332	23/BC01352	263.00	0.00	7,095.00
05-Feb-23	Blue Coriander	996332	23/BC01353	315.00	0.00	7,410.00
05-Feb-23	IRD Charges	996332	23/RS03606	123.00	0.00	7,533.00
05-Feb-23	IRD Charges	996332	23/RS03607	330.00	0.00	7,863.00
05-Feb-23	Laundry Charge	999719	23/L000103	207.00	0.00	8,070.00
05-Feb-23	Laundry Charge	999719	23/L000104	850.00	0.00	8,920.00
05-Feb-23	Laundry Charge	999719	23/L000105	696.00	0.00	9,616.00
06-Feb-23	Blue Coriander	996332	23/BC01360	263.00	0.00	9,879.00
06-Feb-23	Laundry Charge	999719	23/L000106	307.00	0.00	10,186.00
07-Feb-23	Blue Coriander	996332	23/BC01364	315.00	0.00	10,501.00
08-Feb-23	Blue Coriander	996332	23/BC01368	263.00	0.00	10,764.00
08-Feb-23	IRD Charges	996332	23/RS03636	598.00	0.00	11,362.00
08-Feb-23	IRD Charges	996332	23/RS03638	78.00	0.00	11,440.00
08-Feb-23	Laundry Charge	999719	23/L000110	684.00	0.00	12,124.00
10-Feb-23	Blue Coriander	996332	23/BC01378	74.00	0.00	12,198.00
10-Feb-23	IRD Charges	996332	23/RS03653	274.00	0.00	12,472.00
10-Feb-23	Laundry Charge	999719	23/L000112	808.00	0.00	13,280.00

Lords Inn Jaipur

A-2,A-3, Mahalaxmi Nagar,
Malviya Nagar, JLN Marg,, Jaipur - 302017, Rajasthan
Tel: 91-141-6657700,91-141-.
Email : reslimj@lordshotels.com Website : www.lordshotels.com

STATEMENT

Date : 11-Feb-2023

Room#	Type	FolioNo	Rate
102	CLUBTWIN	0003769/G/2	EP

Arrival	Departure	Night	A/C
02-Feb-2023 10:13	11-Feb-2023 05:09	9	3/0

Name

Mr. MD MONEERUL ISLAM Indian
Mr. CARLOS CESAR
KHANMIRZA, NAHENDRU, PATNA
Patna,Bihar
Mo No.(+91) 9999040374

BkNo# : 0004162

Reg No. 0000003769

Company : INTERCONTIN
L COMMERCIA

Date	Description	HSN/SAC	Document No	Debit	Credit	Balance
					Net Amt. :	13,280.00
05-Feb-23	ADVANCE-Axis Card		XXXX-XXXX-XXXX-4877	0.00	6,623.00	6,657.00
06-Feb-23	ADVANCE-Axis Card		XXXX-XXXX-XXXX-4877	0.00	3,256.00	3,401.00
07-Feb-23	ADVANCE-Axis Card		XXXX-XXXX-XXXX-4877	0.00	307.00	3,094.00
08-Feb-23	ADVANCE-Axis Card		XXXX-XXXX-XXXX-4877	0.00	315.00	2,779.00
09-Feb-23	ADVANCE-Axis Card		XXXX-XXXX-XXXX-4877	0.00	1,623.00	1,156.00
10-Feb-23	ADVANCE-Axis Card		XXXX-XXXX-XXXX-4877	0.00	74.00	1,082.00
11-Feb-23	Axis Card		XXXX-XXXX-XXXX-4877	0.00	1,082.00	0.00

Rooms : 102, 106

₹ THIRTEEN THOUSAND TWO HUNDRED EIGHTY ONLY

Total Bill Amount For the Stay : 13,280.00

Gross Payable Amount : 0.00

LORDS INN (A UNIT OF LIBRA PRIME)
AXIS BANK
MALVIYA NAGAR, JAIPUR
A/c No : 922020021377481
Swift Code : AXISINBB626
IFSC Code : UTIB0000626

Company : INTERCONTINENTAL COMMERCIAL AIRCRAFT INC
6490 SE 138TH AVE MORRISTON FLORIDA FL 32668 USA
Florida City 32668

For, Lords Inn Jaipur

Note :

Date : 11-Feb-2023 - 05:09 User Name : NEWEDHYA

Authorized signatory

Guest Signature

State Code : 08-Rajasthan
GSTIN : 08AAIFL6867C1Z2

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Subject to Jaipur Jurisdiction.

326

DATA	DESCRITIVO	CRÉDITO	DÉBITO
13/02	AJUSTE CRED PARC S JUROS	0,02	

Movimentações Internacionais
* Não foram encontrados lançamentos

LUIZ HENRIQUE N SILVA - 421960XXXXXX4877
Movimentações Nacionais em Reais (R$)

DATA	DESCRITIVO	CRÉDITO	DÉBITO
13/10	IMPERIAL FERRAM 05 06		255,95
21/10	SEBBA 05 05		444,50
27/10	AVICULTURA MS 05 06		373,35
29/10	CARREFOUR GOS 1 05 06		257,50
28/11	QATAR AIRWAY900 04 05		6.369,60

Movimentações Internacionais

DATA	DESCRITIVO	CRÉDITO	DÉBITO
03/02	CAFE VMPL		18,95
03/02	IOF COMPRA INTERNACIONAL		1,01
03/02	CAFE VMPL		72,94
03/02	IOF COMPRA INTERNACIONAL		3,92
03/02	LORDS INN A UNIT OF LIBRA		627,28
03/02	IOF COMPRA INTERNACIONAL		33,74
03/02	CAFE VMPL		3,89
03/02	IOF COMPRA INTERNACIONAL		0,20
04/02	KCCO WTP		146,58
04/02	IOF COMPRA INTERNACIONAL		7,88
05/02	LORDS INN A UNIT OF LIBRA		627,28
05/02	IOF COMPRA INTERNACIONAL		33,74
05/02	LORDS INN A UNIT OF LIBRA		432,75
05/02	IOF COMPRA INTERNACIONAL		23,28
06/02	CAFE VMPL		68,88

DATA	DESCRITIVO	CRÉDITO	DÉBITO
06/02	IOF COMPRA INTERNACIONAL		3,70
06/02	CAFE VMPL		12,43
06/02	IOF COMPRA INTERNACIONAL		0,66
06/02	CAFE VMPL		40,68
06/02	IOF COMPRA INTERNACIONAL		2,18
06/02	LORDS INN A UNIT OF LIBRA Real		624,77
06/02	IOF COMPRA INTERNACIONAL		33,61
06/02	LORDS INN A UNIT OF LIBRA Real		211,92
06/02	IOF COMPRA INTERNACIONAL		11,40
06/02	KCCO WTP		98,21
06/02	IOF COMPRA INTERNACIONAL		5,28
07/02	ENGLISH RASOI		146,83
07/02	IOF COMPRA INTERNACIONAL		7,89
07/02	LORDS INN A UNIT OF LIBRA Real		417,85
07/02	IOF COMPRA INTERNACIONAL		22,48
07/02	LORDS INN A UNIT OF LIBRA Real		20,06
07/02	IOF COMPRA INTERNACIONAL		1,07
07/02	KCCO WTP		66,02
07/02	IOF COMPRA INTERNACIONAL		3,55
08/02	KCCO WTP		121,66
08/02	IOF COMPRA INTERNACIONAL		6,54
08/02	LORDS INN A UNIT OF LIBRA		439,09
08/02	IOF COMPRA INTERNACIONAL		23,62
09/02	LORDS INN A UNIT OF LIBRA		532,50
09/02	IOF COMPRA INTERNACIONAL		28,64
10/02	KFC WORLD TRADE PARK M		53,20
10/02	IOF COMPRA INTERNACIONAL		2,86
10/02	PAYUP ZOMATO		59,26

328

CIN No.: U63040DL2020PTC371472
GST No.: 07AAGCE1363H1ZS
PAN : AAGCE1363H

EMIRATES
Ocean Express Ship Pvt. Ltd.

Address: A-158-4 , 1st FLOOR, KONDLI, MAYUR VIHAR, NEW DELHI-110096

Phone: +91-11- 22241004 | Mob: +91 9650663996

Email: account@emiratesshippings.com
Website: www.emiratesshippings.com

STATE : DELHI , STATE CODE : 07

PERFORMA INVOICE

Invoice To:
AERO PARTS SUPPLY
3rd, H2/67, NEAR BLK- L KALI MANDIR,
Mahavir Enclave, New Delhi, South West Delhi, Delhi, 110045

STATE : DELHI
GST/UIN : 07GPUPK0365B1ZS
STATE CODE : 07

Invoice No.:	Date:	Job Ref. No.:
PERFORMA INV	dtd. 28-02-2023	EOES/02-2023/02

Shipper Name :
FLYD AEROSPARES PRIVATE LIMITED

Consignee Name:
Intercontinental Commercial Aircraft, Inc.

MBL No./HBL No. : HLCUBO1230227517

Origin/POL : RAJSICO - Jaipur Via Mundra,INDIA
Destination POD : **JACKSONVILLE, FL to Door Delivery till Altha, FL.32421 (USA)**
COMMODITY : Aircraft and its parts
HS CODE : 88023000

Container No.: **HLBU1440101 / 40'HC**

Exporter Inv. No. & Date : 01 DT: 02.02.2023

Rate of Exchange : 1 USD = 84.90 INR
Package / Type : 30 NOS.
Gross Wt.: (KG/MT) : 2240 KGS
Equipments : **1 X 40'Feet HQ Container , FCL/ FCL**
Shipping Bill No. : ????
Volume : **1 X 40'Feet HQ Container , FCL/ FCL**

Credit Terms : BL Against Payment

S/N	Description	SAC/HSN	Qty	Curr.	Rate	Amount	GST(%)	CGST 9 % (INR)	SGST 9 % (INR)	Total Amount (INR)
1	Export Container Demurrage combined with Detention 4th Period- From 25 Feb to 02 March 2023	996799	7	USD	250	148575	18%	13371.75	13371.75	175318.50
2	Vessel Roll Over Charges for ETD. 02 March Vessel	996799	1	USD	200	16980	18%	1528.20	1528.2	20036.40
3	Warehouse Storage Charges at Mundra Port 4th Week	996799	7	USD	30	17829	18%	1604.61	1604.61	21038.22
Total :						Rs. 1,83,384		Rs. 16,505	Rs. 16,505	Rs. 2,16,393

Total invoice Amount (in Words) : **Two Lakh Sixteen Thousand Three Hundred And Ninety Three Only.**

Total invoice Amount (in USD) : $ 2650 /- Only including GST TAX

1 USD = 81.65 INR As per previous bank Remitance

Terms & Conditions :-
1) Any discrepancy on the invoice should be notified within 5 Days else deemed correct and liable to pay in full
2) The Cheque/DD should be drawn in favour of **Emirates Ocean Express Ship Pvt. Ltd.**
3) All disputes are subject to Delhi Court Jurisdiction
4) No deductions will be accepted if errors are not reported within 5 days after the receipt of the Debit Note
5) Cheque Bounce Charges 10000/ plus Service Tax .
6) Payment must be received within the agreed credit period, failing which interest @24% per annum will be charged on overdue invoices

For RTGS/NEFT Payment :-
A/C No: 5245100751 , IFSC Code No: KKBK0000218
Bank Name: Kotak Mahindra Bank , Branch: L-9,KALKAJI , NEW DELHI , INDIA .
SWIFT CODE : KKBKINBB
MICR CODE : 110485052
ACCOUNT TYPE : CURRENT ACCOUNT

For
Emirates Ocean Express Ship Pvt. Ltd.

Authorised Signatory

This is a computer generated invoice & hence does not require any signature.

CIN No.: U63040DL2020PTC371472
GST No.: 07AAGCE1363H1ZS
PAN : AAGCE1363H

EMIRATES
Ocean Express Ship Pvt. Ltd.

Address: A-158-4 , 1st FLOOR, KONDLI, MAYUR VIHAR, NEW DELHI-110096

Phone: +91-11- 22241004 | Mob: +91 9650663996

Email: account@emiratesshippings.com
Website: www.emiratesshippings.com

STATE : DELHI , STATE CODE : 07

PERFORMA INVOICE

Invoice To:
AERO PARTS SUPPLY
3rd, H2/67, NEAR BLK- L KALI MANDIR,
Mahavir Enclave, New Delhi, South West Delhi, Delhi, 110045

STATE : DELHI STATE CODE : 07
GST/UIN : 07GPUPK0365B1ZS

Invoice No.:	Date:	Job Ref. No.:
PERFORMA INV	dtd. 28-02-2023	EOES/02-2023/02

Shipper Name :
FLYD AEROSPARES PRIVATE LIMITED

Consignee Name:
Intercontinental Commercial Aircraft, Inc.

MBL No./HBL No. : HLCUBO1230227517

Origin/POL : RAJSICO - Jaipur Via Mundra,INDIA
Destination POD : **JACKSONVILLE, FL to Door Delivery till Altha, FL.32421 (USA)**
COMMODITY : Aircraft and its parts
HS CODE : 88023000

Container No.: **HLBU1440101 / 40'HC**

Exporter Inv. No. & Date : 01 DT: 02.02.2023

Rate of Exchange : 1 USD = 84.90 INR
Package / Type : 30 NOS.
Gross Wt.: (KG/MT) : 2240 KGS
Equipments : **1 X 40'Feet HQ Container , FCL/ FCL**
Shipping Bill No. : ????
Volume : **1 X 40'Feet HQ Container , FCL/ FCL**

Credit Terms : BL Against Payment

S/N	Description	SAC/HSN	Qty	Curr.	Rate	Amount	GST(%)	CGST 9 % (INR)	SGST 9 % (INR)	Total Amount (INR)
1	Export Container Demurrage combined with Detention 4th Period- From 25 Feb to 02 March 2023	996799	7	USD	250	148575	18%	13371.75	13371.75	175318.50
2	Vessel Roll Over Charges for ETD. 02 March Vessel	996799	1	USD	200	16980	18%	1528.20	1528.2	20036.40
3	Warehouse Storage Charges at Mundra Port 4th Week	996799	7	USD	30	17829	18%	1604.61	1604.61	21038.22
Total :						Rs. 1,83,384		Rs. 16,505	Rs. 16,505	Rs. 2,16,393

Total invoice Amount (In Words) : **Two Lakh Sixteen Thousand Three Hundred And Ninety Three Only.**

Total invoice Amount (In USD) : $ 2650 /- Only including GST TAX

1 USD = 81.65 INR As per previous bank Remitance

Terms & Conditions :-
1) Any discrepancy on the invoice should be notified within 5 Days else deemed correct and liable to pay in full
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3) All disputes are subject to Delhi Court Jurisdiction
4) No deductions will be accepted if errors are not reported within 5 days after the receipt of the Debit Note
5) Cheque Bounce Charges 10000/ plus Service Tax .
6) Payment must be received within the agreed credit period, failing which interest @24% per annum will be charged on overdue invoices

For RTGS/NEFT Payment :-
A/C No: 5245100751 , IFSC Code No: KKBK0000218
Bank Name: Kotak Mahindra Bank , Branch: L-9,KALKAJI , NEW DELHI , INDIA .
SWIFT CODE : KKBKINBB
MICR CODE : 110485052
ACCOUNT TYPE : CURRENT ACCOUNT

For
Emirates Ocean Express Ship Pvt. Ltd.

Authorised Signatory

This is a computer generated invoice & hence does not require any signature.

Bank of America

Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	12/23/2022
Amount:	-14,600.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:221223 TIME:0446 ET TRN:2022122300063199 SERVICE REF:025558 BNF:FLYD AEROSPARES PVT LTD ID:4446153580 BNF BK:K OTAK MAHINDRA BANK LIM ID:006550591192 PMT DET:418 429520 AIRCRAFT POP GOODS
Merchant name:	FLYD AEROSPARES PVT LTD
Merchant information:	
Transaction category:	Business Expenses: Business Miscellaneous

Chat

CIN No.: U63040DL2020PTC371472
GST No.: 07AAGCE1363H1ZS
PAN : AAGCE1363H

EMIRATES
Ocean Express Ship Pvt. Ltd.

Address: A-158-4 , 1st FLOOR, KONDLI, MAYUR VIHAR, NEW DELHI-110096

Phone: +91-11- 22241004 | Mob: +91 9560663996
STATE : DELHI , STATE CODE : 07

Email: account@emiratesshippings.com
Website: www.emiratesshippings.com

PERFORMA INVOICE

Invoice To:
INTERCONTINENTAL COMMERCIAL AIRCRAF INC,
3907 N FEDERAL HWY,#150 , POMPANO BEACH, FL. 33064.
,U.S.A.

Invoice No.:	Date:	Job Ref. No.:
PERFORMA INV	dtd. 13-02-2023	EOES/02-2023/02

Shipper Name :
SUPREME TRANSPORT ORGANISATION PVT. LTD.

Consignee Name:
Intercontinental Commercial Aircraft, Inc.

MBL No./HBL No. HLCUBO1230227517

Origin/POL RAJSICO - Jaipur Via Mundra,INDIA
Destination POD **JACKSONVILLE, FL to Door Delivery till Altha, FL.32421 (USA)**
COMMODITY Aircraft and its parts
HS CODE : 88023000

Container No.: **HLBU1440101 / 40'HC**

Exporter Inv. No. & Date : 01 DT: 02.02.2023

Rate of Exchange : 1 USD = 85.6 INR
Package / Type : 30 NOS.
Gross Wt.: (KG/MT) : 2240 KGS
Equipments : **1 X 40'Feet HQ Container , FCL/ FCL** **Credit Terms :** BL Against Payment
Shipping Bill No. : 9651955 DTD. 29-APR-23
Volume : **1 X 40'Feet HQ Container , FCL/ FCL**

S/N	Description	SAC/HSN	Qty	Curr.	Rate	Amount	GST(%)	CGST 2.5% (INR)	SGST 2.5% (INR)	Total Amount (INR)
1	Ocean Freight	996521	1	USD	19000	1626400	5%	40660.00	40660	1707720.00
	(Including all Origin and destination door delivery charges)									
Total :						Rs. 16,26,400		Rs. 40,660	Rs. 40,660	Rs. 17,07,720

Total invoice Amount (In Words) : **Seventeen Lakh Seven Thousand Seven Hundred And Twenty Only.**

Total invoice Amount (In USD) : $ 19,950 /- ALL IN.

Terms & Conditions :-
1) Any discrepancy on the invoice should be notified within 5 Days else deemed correct and liable to pay in full
2) The Cheque/DD should be drawn in favour of **Emirates Ocean Express Ship Pvt. Ltd.**
3) All disputes are subject to Delhi Court Jurisdiction
4) No deductions will be accepted if errors are not reported within 5 days after the receipt of the Debit Note
5) Cheque Bounce Charges 10000/ plus Service Tax .
6) Payment must be received within the agreed credit period, failing which interest @24% per annum will be charged on overdue invoices

For RTGS/NEFT Payment :-
A/C No: 5245100751 , IFSC Code No: KKBK0000218
Bank Name: Kotak Mahindra Bank , Branch: L-9,KALKAJI , NEW DELHI , INDIA .
SWIFT CODE : KKBKINBB
MICR CODE : 110485052
ACCOUNT TYPE : CURRENT ACCOUNT

For
Emirates Ocean Express Ship Pvt. Ltd.

Authorised Signatory

This is a computer generated invoice & hence does not require any signature.

Bank of America

Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	01/11/2023
Amount:	-537.10
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:230111 TIME:1222 ET TRN:2023011100349024 SERVICE REF:889640 BNF:FLYD AEROSPARES PVT LTD ID:4446153580 BNF BK:K OTAK MAHINDRA BANK LIM ID:006550591192 PMT DET:421 077532 POP SERVICES
Merchant name:	FLYD AEROSPARES PVT LTD
Merchant information:	
Transaction category:	Business Expenses: Business Miscellaneous

Chat

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	12/23/2022
Amount:	-801.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:221223 TIME:0446 ET TRN:2022122300067051 SERVICE REF:871863 BNF:FLYD AEROSPARES PVT LTD ID:4446153580 BNF BK:K OTAK MAHINDRA BANK LIM ID:006550591192 PMT DET:418 429576 AIRCRAFT POP GOODS
Merchant name:	FLYD AEROSPARES PVT LTD
Merchant information:	
Transaction category:	Business Expenses: Business Miscellaneous

Chat

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Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date: 01/03/2023

Amount: -1,131.00

Type: Withdrawal

Description: WIRE TYPE:INTL OUT DATE:230103 TIME:0551 ET TRN:2023010300152690 SERVICE REF:355639 BNF:FLYD AEROSPARES PVT LTD ID:4446153580 BNF BK:K OTAK MAHINDRA BANK LIM ID:006550591192 PMT DET:419 676564 PECAS POP GOODS

Merchant name: FLYD AEROSPARES PVT LTD

Merchant information:

Transaction category: Business Expenses: Business Miscellaneous

Chat

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Bank of America

Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	01/30/2023
Amount:	-2,015.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:230130 TIME:0449 ET TRN:2023013000051169 SERVICE REF:048946 BNF:FLYD AEROSPARES PVT LTD ID:4446153580 BNF BK:K OTAK MAHINDRA BANK LIM ID:006550591192 PMT DET:423 261310 POP GOODS
Merchant name:	FLYD AEROSPARES PVT LTD
Merchant information:	
Transaction category:	Business Expenses: Business Miscellaneous

3336

TAX INVOICE

Original Bill :
Original Bill date :

10.06.22

INVOICE

10/6
28/5

Mr Michiel Kneefel
Beech Avenue 54
1119PW Schiphol Rijk
Amsterdam 1015
Netherlands

STREGIS MUMBAI

Bill No. : 4195- 163068
Page : 1 of 8
Room No. : 2215
Rate : 12500 INR
Guests : 2
Arrival : 27-MAY-22 23:59:00
Departure : 10-JUN-22 10:53:00
Printed By / On : IRANGILA10-JUN-22 10:53:12
Loyalty Number : XXXXX6905
Confirmation No. : 724185

Guest Name : Mr Michiel Kneefel
Travel Agent :
Company : Accenture Solutions Private Limited-
Guest Tax ID :
Billing : DP oN CP

Date	Description	Reference	Debit	Credit
27.05.22	TRANSPORTATION		✓ 3,500.00	
27.05.22	CGST -Transport		✓ 210.00	
27.05.22	SGST - Transport		✓ 210.00	
27.05.22	Accommodation		12,500.00	
27.05.22	CGST Room 9%		1,125.00	
27.05.22	SGST Room 9%		1,125.00	
28.05.22	Seven Kitchen - LUNCH - FOOD	Hotel 14750 x 14 206500,-	2585,09 €~~2536,85~~	2,000.00
28.05.22	CGST - F&B 9%			180.00
28.05.22	SGST - F&B 9%		98,15	180.00
28.05.22	Accommodation			12,500.00
28.05.22	CGST Room 9%	Vervoer 7849,-	€~~96,31~~	1,125.00
28.05.22	SGST Room 9%			1,125.00
29.05.22	MINIBAR - LIQUOR.	Eten 46.729,80	€~~574,07~~	1,200.00
29.05.22	Vat on Alcohol		584,99	240.00
29.05.22	MINIBAR - FOOD.			450.00
29.05.22	CGST - F&B 9%			40.50
29.05.22	SGST - F&B 9%			40.50
29.05.22	The Drawing Room - SNACKS - FOO			800.00
29.05.22	The Drawing Room - SNACKS - LIQU			1,800.00

261069,80 / 3268,23
3207,23 €.

337

TAX INVOICE

Original Bill :

Original Bill date : 10.06.22

INVOICE

ST REGIS MUMBAI

Mr Michiel Kneefel
Beech Avenue 54
1119PW Schiphol Rijk
Amsterdam 1015
Netherlands

Guest Name : Mr Michiel Kneefel
Travel Agent :
Company : Accenture Solutions Private Limited-
Guest Tax ID :
Billing : DP oN CP

Bill No. : 4195- 163068
Page : 2 of 8
Room No. : 2215
Rate : 12500 INR
Guests : 2
Arrival : 27-MAY-22 23:59:00
Departure : 10-JUN-22 10:53:00
Printed By / On : IRANGILA10-JUN-22 10:53:12
Loyalty Number : XXXXX6905
Confirmation No. : 724185

Date	Description	Reference	Debit	Credit
29.05.22	CGST - F&B 9%		72.00	
29.05.22	SGST - F&B 9%		72.00	
29.05.22	Vat on Alcohol		360.00	
29.05.22	Accommodation		12,500.00	
29.05.22	CGST Room 9%		1,125.00	
29.05.22	SGST Room 9%		1,125.00	
30.05.22	Seven Kitchen - LUNCH - FOOD		1,450.00	
30.05.22	Seven Kitchen - LUNCH - BEER		1,100.00	
30.05.22	CGST - F&B 9%		130.50	
30.05.22	SGST - F&B 9%		130.50	
30.05.22	Vat on Alcohol		220.00	
30.05.22	The Drawing Room - DINNER - LIQU		2,160.00	
30.05.22	Vat on Alcohol		432.00	
30.05.22	Accommodation		12,500.00	
30.05.22	CGST Room 9%		1,125.00	
30.05.22	SGST Room 9%		1,125.00	
31.05.22	Accommodation		12,500.00	
31.05.22	CGST Room 9%		1,125.00	
31.05.22	SGST Room 9%		1,125.00	

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TAX INVOICE

Original Bill :

Original Bill date : 10.06.22

INVOICE

ST REGIS MUMBAI

Mr Michlel Kneefel
Beech Avenue 54
1119PW Schiphol Rijk
Amsterdam 1015
Netherlands

Guest Name : Mr Michlel Kneefel
Travel Agent :
Company : Accenture Solutions Private Limited-
Guest Tax ID :
Billing : DP oN CP

Bill No. : 4195- 163068
Page : 3 of 8
Room No. : 2215
Rate : 12500 INR
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Printed By / On : IRANGILA 10-JUN-22 10:53:12
Loyalty Number : XXXXX6905
Confirmation No. : 724185

Date	Description	Reference	Debit	Credit
01.06.22	TRANSPORTATION		3,500.00	
01.06.22	CGST -Transport		210.00	
01.06.22	SGST - Transport		210.00	
01.06.22	Seven Kitchen - SNACKS - FOOD		2,400.00	
01.06.22	Seven Kitchen - SNACKS - BEER		1,100.00	
01.06.22	CGST - F&B 9%		216.00	
01.06.22	SGST - F&B 9%		216.00	
01.06.22	Vat on Alcohol		220.00	
01.06.22	Accommodation		12,500.00	
01.06.22	CGST Room 9%		1,125.00	
01.06.22	SGST Room 9%		1,125.00	
02.06.22	Seven Kitchen - DINNER - FOOD		2,400.00	
02.06.22	Seven Kitchen - DINNER - BEER		1,100.00	
02.06.22	CGST - F&B 9%		216.00	
02.06.22	SGST - F&B 9%		216.00	
02.06.22	Vat on Alcohol		220.00	
[illegible].06.22	Accommodation		12,500.00	
02.06.22	CGST Room 9%		1,125.00	
02.06.22	SGST Room 9%		1,125.00	

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TAX INVOICE

Original Bill :

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ST REGIS MUMBAI

Mr Michiel Kneefel
Beech Avenue 54
1119PW Schiphol Rijk
Amsterdam 1015
Netherlands

Guest Name : Mr Michiel Kneefel
Travel Agent :
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Guest Tax ID :
Billing : DP oN CP

Bill No. : 4195- 163068
Page : 4 of 8
Room No. : 2215
Rate : 12500 INR
Guests : 2
Arrival : 27-MAY-22 23:59:00
Departure : 10-JUN-22 10:53:00
Printed By / On : IRANGILA10-JUN-22 10:53:12
Loyalty Number : XXXXX6905
Confirmation No. : 724185

Date	Description	Reference	Debit	Credit
03.06.22	LAUNDRY - LAUNDRY		3,430.00	
03.06.22	CGST -Lau-9%		308.70	
03.06.22	SGST -Lau-9%		308.70	
03.06.22	Accommodation		12,500.00	
03.06.22	CGST Room 9%		1,125.00	
03.06.22	SGST Room 9%		1,125.00	
04.06.22	Seven Kitchen - SNACKS - FOOD		2,400.00	
04.06.22	Seven Kitchen - SNACKS - BEER		550.00	
04.06.22	Seven Kitchen - SNACKS - WINE		1,250.00	
04.06.22	CGST - F&B 9%		216.00	
04.06.22	SGST - F&B 9%		216.00	
04.06.22	Vat on Alcohol		360.00	
04.06.22	Accommodation		12,500.00	
04.06.22	CGST Room 9%		1,125.00	
04.06.22	SGST Room 9%		1,125.00	
05.06.22	Accommodation		12,500.00	
05.06.22	CGST Room 9%		1,125.00	
05.06.22	SGST Room 9%		1,125.00	
06.06.22	Accommodation		12,500.00	

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TAX INVOICE

Original Bill :

Original Bill date : 10.06.22

INVOICE

Mr Michiel Kneefel
Beech Avenue 54
1119PW Schiphol Rijk
Amsterdam 1015
Netherlands

Guest Name : Mr Michiel Kneefel
Travel Agent :
Company : Accenture Solutions Private Limited-
Guest Tax ID :
Billing : DP oN CP

Bill No. : 4195- 163068
Page : 5 of 8
Room No. : 2215
Rate : 12500 INR
Guests : 2
Arrival : 27-MAY-22 23:59:00
Departure : 10-JUN-22 10:53:00
Printed By / On : IRANGILA10-JUN-22 10:53:12
Loyalty Number : XXXXX6905
Confirmation No. : 724185

Date	Description	Reference	Debit	Credit
06.06.22	CGST Room 9%		1,125.00	
06.06.22	SGST Room 9%		1,125.00	
07.06.22	MINIBAR - FOOD.		150.00	
07.06.22	CGST - F&B 9%		13.50	
07.06.22	SGST - F&B 9%		13.50	
07.06.22	Seven Kitchen - DINNER - FOOD		750.00	
07.06.22	Seven Kitchen - DINNER - BEER		900.00	
07.06.22	CGST - F&B 9%		67.50	
07.06.22	SGST - F&B 9%		67.50	
07.06.22	Vat on Alcohol		180.00	
07.06.22	Accommodation		12,500.00	
07.06.22	CGST Room 9%		1,125.00	
07.06.22	SGST Room 9%		1,125.00	
08.06.22	SETTE MARA - LUNCH - FOOD		4,020.00	
08.06.22	SETTE MARA - LUNCH - BEER		1,760.00	
08.06.22	CGST - F&B 9%		361.80	
[illegible]6.22	SGST - F&B 9%		361.80	
08.06.22	Vat on Alcohol		352.00	
08.06.22	Accommodation		12,500.00	

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TAX INVOICE

Original Bill :

Original Bill date :

10.06.22

ST REGIS MUMBAI

INVOICE

Mr Michiel Kneefel
Beech Avenue 54
1119PW Schiphol Rijk
Amsterdam 1015
Netherlands

Bill No. : 4195- 163068
Page : 6 of 8
Room No. : 2215
Rate : 12500 INR
Guests : 2
Arrival : 27-MAY-22 23:59:00
Departure : 10-JUN-22 10:53:00
Printed By / On : IRANGILA10-JUN-22 10:53:12
Loyalty Number : XXXXX6905
Confirmation No. : 724185

Guest Name : Mr Michiel Kneefel
Travel Agent :
Company : Accenture Solutions Private Limited-
Guest Tax ID :
Billing : DP oN CP

Date	Description	Reference	Debit	Credit
08.06.22	CGST Room 9%		1,125.00	
08.06.22	SGST Room 9%		1,125.00	
09.06.22	Koishii - DINNER - FOOD		5,500.00	
09.06.22	Koishii - DINNER - LIQUOR		2,000.00	
09.06.22	Koishii - DINNER - BEER		1,100.00	
09.06.22	CGST - F&B 9%		495.00	
09.06.22	SGST - F&B 9%		495.00	
09.06.22	Vat on Alcohol		620.00	
09.06.22	Accommodation		12,500.00	
09.06.22	CGST Room 9%		1,125.00	
09.06.22	SGST Room 9%		1,125.00	
10.06.22	ADJ - The Drawing Room - SNACKS		-160.00	
10.06.22	Adj CGST- 9%		-14.40	
10.06.22	Adj SGST - 9%		-14.40	
10.06.22	ADJ - Seven Kitchen - SNACKS - FC		-480.00	
10.06.22	Adj CGST- 9%		-43.20	
10.06.22	Adj SGST - 9%		-43.20	
10.06.22	ADJ - Seven Kitchen - SNACKS - FC		-480.00	
10.06.22	Adj CGST- 9%		-43.20	

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TAX INVOICE

Original Bill :

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INVOICE

ST REGIS MUMBAI

Mr Michiel Kneefel
Beech Avenue 54
1119PW Schiphol Rijk
Amsterdam 1015
Netherlands

Guest Name : Mr Michiel Kneefel
Travel Agent :
Company : Accenture Solutions Private Limited-
Guest Tax ID :
Billing : DP oN CP

Bill No. : 4195- 163068
Page : 7 of 8
Room No. : 2215
Rate : 12500 INR
Guests : 2
Arrival : 27-MAY-22 23:59:00
Departure : 10-JUN-22 10:53:00
Printed By / On : IRANGILA 10-JUN-22 10:53:12
Loyalty Number : XXXXX6905
Confirmation No. : 724185

Date	Description	Reference	Debit	Credit
10.06.22	Adj SGST - 9%		-43.20	
10.06.22	ADJ - Seven Kitchen - LUNCH - FO(		-290.00	
10.06.22	Adj CGST- 9%		-26.10	
10.06.22	Adj SGST - 9%		-26.10	
10.06.22	ADJ - Seven Kitchen - LUNCH - FO(		-400.00	
10.06.22	Adj CGST- 9%		-36.00	
10.06.22	Adj SGST - 9%		-36.00	
10.06.22	ADJ - Seven Kitchen - DINNER - FO		-150.00	
10.06.22	CGST - F&B 9%		-13.50	
10.06.22	SGST - F&B 9%		-13.50	
10.06.22	ADJ - Seven Kitchen - DINNER - FO		-480.00	
10.06.22	CGST - F&B 9%		-43.20	
10.06.22	SGST - F&B 9%		-43.20	
10.06.22	MASTER CARD			2,61,069.80
	XXXXXXXXXXXX1713	XX/XX		

Total	**INR**	2,61,069.80	2,61,069.80
Balance	**INR**	0.00	
VAT	**INR**	3,204.00	

HSN/SAC CODE	SALES	CGST TAX	SGST TAX	IGST TAX	CESS TAX	CESS TAX 2
996601	7,000.00	420.00	420.00	0.00	0.00	0.00
999719	3,430.00	308.70	308.70	0.00	0.00	0.00
996311	1,75,000.00	15,750.00	15,750.00	0.00	0.00	0.00
996331	19,880.00	1,789.20	1,789.20	0.00	0.00	0.00

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TAX INVOICE

Original Bill :

Original Bill date : 10.06.22

INVOICE

ST REGIS MUMBAI

Mr Michiel Kneefel
Beech Avenue 54
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Guest Name : Mr Michiel Kneefel
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Billing : DP oN CP

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Page : 8 of 8
Room No. : 2215
Rate : 12500 INR
Guests : 2
Arrival : 27-MAY-22 23:59:00
Departure : 10-JUN-22 10:53:00
Printed By / On : IRANGILA 10-JUN-22 10:53:12
Loyalty Number : XXXXX6905
Confirmation No. : 724185

Date	Description	Reference	Debit	Credit

CASHIER _____

Checkout By: Inzamam Rangila

GUEST'S SIGNATURE _____

I agree that my liability for this bill is not waived & agree to be held personally liable in the event that the indicated person, company, or thrid part billed, fails to pay part or all of these charges.

The St. Regis Mumbai
Unit of Pallazzio Hotels & Leisure Ltd.
462, Senapati Bapat Marg, Lower Parel, Mumbai 400013
VAT TIN : 27570737174V | GSTIN : 27AAACE9592J1Z4
CIN : U67120MH1995PLC085664 | FSSAI : 10014022002917 | PAN : AAACE9592J

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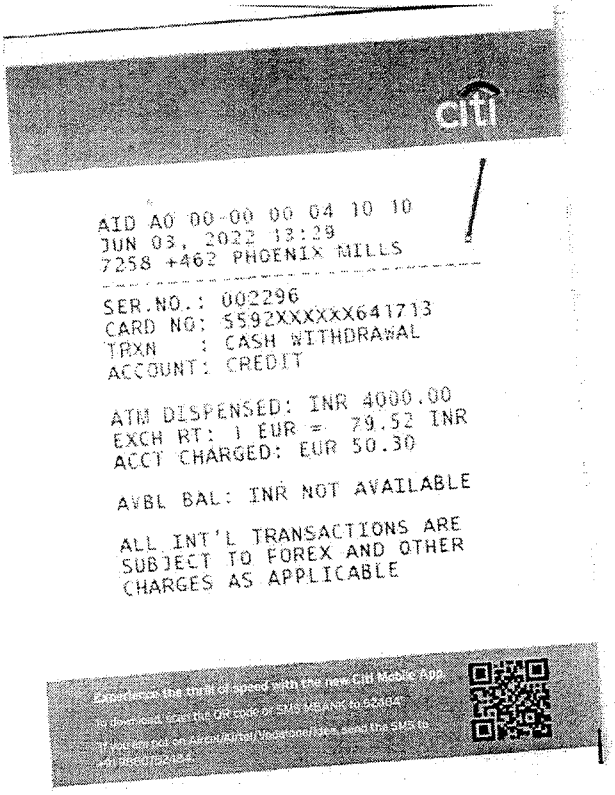

citi

AID A0 00-00 00 04 10 10
JUN 03, 2022 13:29
7258 +462 PHOENIX MILLS

SER.NO.: 002296
CARD NO: 5592XXXXXX641713
TRXN : CASH WITHDRAWAL
ACCOUNT: CREDIT

ATM DISPENSED: INR 4000.00
EXCH RT: 1 EUR = 79.52 INR
ACCT CHARGED: EUR 50.30

AVBL BAL: INR NOT AVAILABLE

ALL INT'L TRANSACTIONS ARE
SUBJECT TO FOREX AND OTHER
CHARGES AS APPLICABLE

Experience the thrill of speed with the new Citi Mobile App
To download, scan the QR code or SMS MBANK to 52484.
If you are not on Airtel/Airtel/Vodafone/Idea, send the SMS to
(+91) 9880752484.

345

HDFC BANK

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HDFC BANK

TATA STARBUCKS PRIVATE UNIT NO 2 FIRST FLOATOR
MUMBAI MH

DATE :2022-05-31 TIME :13:31:42
MID : TID :42344140
BATCH NUM :000134 INV. NUM :004585
BILL NUM : 72808044220531

Sale

559277******1713 CLSS
EXP DATE :XX/XX CARD TYPE :MASTERCARD
TXN ID 4000002858
APP:Mastercard
AID:A0000000041010 TVR:0000000001
APPR CODE :733233 RRN :000000004744

BASE AMT. :INR 651.00
TIP AMT. :INR

TOTAL AMT. :INR

PIN NOT REQUIRED FOR CONTACTLESS TRANSACTION
UPTO RS.5000
I AGREE TO PAY AS PER CARD ISSUER AGREEMENT
**** CUSTOMER COPY ****
THANK YOU!
Please v1 40.3 MT HDFC
PRIVACY POLICY AS ON https://*** pinelabs.com/privacy-policy APPLY.

TATA STARBUCKS PRIVATE LIMITED
4th Floor,New Excelsior Building,
Amrit Keshav Marg,
Fort, Mumbai-400001
High Street Phoenix Hall
High Street Phoenix Hall
Mumbai-400013
State Code 27
GSTIN No 27AAECT0686U1Z2

TAX INVOICE

Invoice No :72808044220531 Shift Code :2
Invoice Date 31-05-2022 Bill No :E
Invoice Time 01:20 PM Partner Flex 3

Item Name

HSN Code	Qty	Sale price	Disc	Total Amt
Chicken Salad Sandwich				
996331	1	310.00	00.00	310.00
Grande Capuccino				
996331	1	310.00	00.00	310.00
Total	2	620.00	00.00	620.00

GST SUMMARY

HSN Code	GST Rate Amt	SGST Rate Amt	Cess Rate Amt	Taxable Value	Tax Amount
996331					
	02.50%	02.50%	00.00%	620.00	
	15.50	15.50	00.00		31.00

Total	31.00
Net Invoice Amount	651.00
Rounded Off Invoice Amount	651.00

PAYMENT SUMMARY

Card Amount	651.00
Total Amount	651.00
Amount Repaid	00.00

PAYMENT DETAILS

Card Amount	651.00
Card No	[illegible]1713

Register your HSF card at cards.starbucks.in

Authorised Signatory

*** THANK YOU, VISIT AGAIN ***

FSSAI NO: 11519004000223

-346.

citi

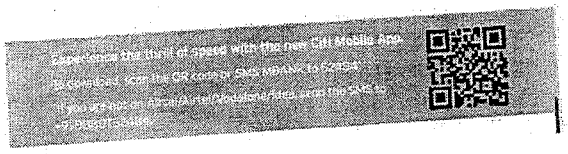
AID A0 00 00 00 04 10 10
JUN 06, 2022 12:54
2258 +402 PHOENIX MILLS

SER.NO.: 002581
CARD NO: 5592XXXXXX641713
TRXN : CASH WITHDRAWAL
ACCOUNT: CHECKING

ATM DISPENS : INR 3000.00
ACCESS FEE: : 200.00
TOTAL : INR : 00.00

AVBL BAL: INR NOT AVAILABLE

6/6



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HDFC BANK

We understand your world

HDFC BANK

Pre-Auth

BASE AMT. : INR 250000.00

KNEEFEL/M

THANK YOU

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Tax Invoice

(ORIGINAL FOR RECIPIE...

MONEX
SHOP NO.H 36-37,OPP SHIV TEMPLE
JYOTIBA PHOOLE COLLEGE ROAD
NEW SANGANER ROAD SODALA
JAIPUR-302019
GSTIN/UIN: 08AVSPS8295E1ZN
State Name : Rajasthan, Code : 08
Contact : 9529463046 , 9414055169
E-Mail : monexindia1@gmail.com
www.monexsafetyservices.com

Invoice No. **MI2877**	Dated **4-Feb-23**
Delivery Note	Mode/Terms of Payment **ADVANCE**
Buyer's Order No.	Dated
Dispatch Doc No.	Delivery Note Date
Dispatched through	Destination **JAIPUR AIRPORT**
Terms of Delivery	

Buyer (Bill to)
FLYD AEROSPARES PVT LTD
8/9, MEHRAM NAGAR,NEW DELHI-110037
GSTIN/UIN : 07AADCF5187F1ZK
State Name : Delhi, Code : 07
Place of Supply : Delhi
Contact : 9999046374

Sl No	Description of Goods	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	**SAFETY JACKETS EXECUTIVE**	6207	5 %	**3 NOS**	275.00	NOS		**825.00**
	I-GST							**41.25**
Less :	*ROUNDIOF*							**(-)0.25**
	FREIGHT CHARGES							**1.00**
	Total			**3 NOS**				**₹ 867.00**

Amount Chargeable (in words)
INR Eight Hundred Sixty Seven Only

E. & O.E

	Taxable Value	Integrated Tax Rate	Integrated Tax Amount	Total Tax Amount
	825.00	5%	41.25	41.25
Total:	**825.00**		**41.25**	**41.25**

Tax Amount (in words) : **INR Forty One and Twenty Five paise Only**
Company's PAN : **AVSPS8295E**

Declaration
GOODS ONCE SOLD , WILL NOT BE TAKEN BACK.
NO GUARANTEE-NO WARRANTY OF ELECTRONIC GOODS.
E.& O.E.

Company's Bank Details
A/c Holder's Name : **MONEX**
Bank Name : **BANK OF BARODA**
A/c No. : **31800200000358**
Branch & IFS Code : **NEW SANGANER ROAD & BARB0SANJAI**

Customer's Seal and Signature

for MONEX

Authorised Signatory

SUBJECT TO JAIPUR JURISDICTION

This is a Computer Generated Invoice

Iris Rober Ferreira

Tradutor Público e Intérprete Comercial
12º Ofício de Tradução Juramentada do Estado de Goiás
Filiado à Associação de Tradutores Juramentados de Goiás

Public Sworn Translator and Commercial Interpreter
12th Sworn Translation Office of the State of Goias
Member of the Sworn Translators Association of Goias

FILE: 20680

The undersigned, Public Translator, duly sworn and registered with the Board of Trade of the State of Goiás under No. 12 certifies that a document written in Portuguese was presented for translation into English, which has been done to the best of his knowledge as follows:-)----------
The document brought for translation was a contract, in PDF format, in two (2) sheets, front only. The document reads:

Print http://agro.caixa/minutas/quadros2.asp?proposta=137705&NU_SEQ_...

	RURAL MORTGAGE CONTRACT	Secrecy #PUBLIC
Branch Copy	CONTRACT No.	1686169/1092/2022
	DUE DATE	8/22/2032
	CREDIT AMOUNT	R$ 3,205,917.75
	LINKED TO OVERDRAFT GUARANTEED LIMIT CONTRACT	NO

On the above due date, I/we will pay for this RURAL MORTGAGE CONTRACT, under the terms of the METHOD OF PAYMENT clause below, to CAIXA ECONÔMICA FEDERAL, a public company headquartered in Brasília – Federal District, through its following identified branch or to its order, the amount of the credit entered above, in legal tender, plus due charges and other accessories, granted to me for the purpose described in this bill, which will also be governed by Table 01 - Parties, Table 02 - Credit Composition, Table 03 - General Information and Table 04 - Guarantee(s), the following clauses and the relevant legislation.

TABLE 01 - PARTIES

1 - CREDITOR
Name/Business Name: CAIXA ECONÔMICA FEDERAL
Corporate Tax ID: 00.360.305/1092-03
Operating Branch/State: 1092 - COIMBRA, STATE OF GOIAS

2 - ISSUER
Name/Business Name: LUIZ HENRIQUE NEVES DA SILVA
Citizenship: BRAZILIAN
Marital Status: DIVORCED
Individual / Corporate Tax ID: 548.996.051-53
Identification Document / Issuer / State: 00813416640 DETRAN/GO
Occupation: FARMER
Address: R J19 QD44 LT17 - 127 - SETOR JAO
City/State: Goiania/State of Goias
POSTAL CODE: 74.673-340
Current account number/Branch: 1092.001.00034689-9

TABLE 02 - CREDIT COMPOSITION

CONTROLLED RESOURCES CONTRACTED IN THE CURRENT AGRICULTURAL YEAR:

Date of Contract	Fund Source	Program	Purpose	Activity	Amount

Enterprise

Unidade Goiânia – Goiás
Av. Anhanguera, 5674, Ed. Palácio do Comércio, Sala 1509, St. Central
Goiânia - GO, CEP: 74.043-010 Brasil
Fone: +55 62 99377-5504, 98573-1555 e 3091-2921 e-mail: pedidos@juratus.com.br / iris.tradutor@hotmail.com Site: juratus.com.br

Unidade Palmas – Tocantins
Palmas Coworking 21, Quadra 204 Sul Alameda 11, Plano Diretor Sul,
Palmas - TO, CEP: 77.020-480 Brasil

Esta certidão de tradução pública foi assinada digitalmente pelo TradutorJuramentado Iris Rober Ferreira, matrícula número 12 na JUCEG. O código de verificação em https://www.portaldeassinaturas.com.br:443 é 6FD4-50D5-1379-D415.
This public translation certificate was digitally signed by the Sworn Translator Iris Rober Ferreira, registered with JUCEG under # 12. The verification code at https://www.portaldeassinaturas.com.br:443 is 6FD4-50D5-1379-D415.

Iris Rober Ferreira

Tradutor Público e Intérprete Comercial
12º Ofício de Tradução Juramentada do Estado de Goiás
Filiado à Associação de Tradutores Juramentados de Goiás

Public Sworn Translator and Commercial Interpreter
12th Sworn Translation Office of the State of Goias
Member of the Sworn Translators Association of Goias

Printed http://agro.caixa/minutas/quadros2.asp?proposta=137705&NU_SEQ_...

1 - TOTAL FINANCED AMOUNT: R$ 3,205,917.75 (THREE MILLION TWO HUNDRED FIVE THOUSAND NINE HUNDRED SEVENTEEN REAIS SEVENTY-FIVE CENTS)

A) LCA RESOURCES (MCR 6.7)
Amount: R$ 3,205,917.75 (THREE MILLION TWO HUNDRED FIVE THOUSAND NINE HUNDRED SEVENTEEN REAIS SEVENTY-FIVE CENTS)
Financing Charges: 17.00% per year

2 - TOTAL AMOUNT OF OWN RESOURCES: R$ 199,802.25 (ONE HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED TWO REAIS TWENTY-FIVE CENTS)

TABLE 03 - GENERAL INFORMATION

Enterprise

1 - DESTINATION OF CREDIT
Purpose: Investment
Activity: Livestock
Type: PROFESSIONAL/TECHNICAL SERVICES
Product: INTENSIVE SOIL CORRECTION
BACEN Enterprise: 23902740000408
Program: Not linked to a specific program
Quantity Financed (t/kg/l/un): 750.00

2 - TECHNICAL ASSISTANCE
SIMPLE PLAN
Company: AGROBANK ENGENHARIA DE AVALIACAO, PERICIA, ASSISTE
Corporate Tax ID: 22.174.707/0001-57
Provision of Technical Assistance at Property Level: NO
Financed (exclusively for PRONAMP operations): NO

3 - HOW THE CREDIT IS TO BE USED

Date	Amount (R$)	Recipient	Checking Account
	3,205,917.75 (THREE MILLION TWO HUNDRED FIVE THOUSAND NINE HUNDRED SEVENTEEN REAIS SEVENTY-FIVE CENTS)	LUIZ HENRIQUE NEVES DA SILVA - 548.996.051-53	1092.001.00034689-9

4 - CREDIT REPAYMENT SCHEDULE

Date	Amount (R$)
8/22/2024	356,213.08 (THREE HUNDRED FIFTY-SIX THOUSAND TWO HUNDRED THIRTEEN REAIS EIGHT CENTS)

IN WITNESS THEREOF, I set my hand and seal this twenty-third day of Februar two thousand twenty-four, in the city of Goiania, State of Goias, Federative Repu of Brazil.

Iris Rober Ferreira
Sworn Translator

Unidade Goiânia – Goiás
Av. Anhanguera, 5674, Ed. Palácio do Comércio, Sala 1509, St. Central
Goiânia - GO, CEP: 74.043-010 Brasil
Fone: +55 62 99377-5504, 98573-1555 e 3091-2921 e-mail: pedidos@juratus.com.br / iris.tradutor@hotmail.com Site: juratus.com.br

Unidade Palmas – Tocantins
Palmas Coworking 21, Quadra 204 Sul Alameda 11, Plano Diretor Sul,
Palmas - TO, CEP: 77.020-480 Brasil

Esta certidão de tradução oficial foi assinada digitalmente pelo Tradutor Juramentado Iris Rober Ferreira, matrícula número 12 na JUCEG. O código de verificação em https://www.portaldeassinaturas.com.br:443 é 6FD4-50D5-1379-D415.
This public translation certificate was digitally signed by the Sworn Translator Iris Rober Ferreira, registered with JUCEG under # 12. The verification code at https://www.portaldeassinaturas.com.br:443 is 6FD4-50D5-1379-D415.

351

PROTOCOLO DE ASSINATURA(S)

*** Para verificar a assinatura, clique em https://www.portaldeassinaturas.com.br/Verificar/6FD4-50D5-1379-D415 ou acesse https://www.portaldeassinaturas.com.br:443 e use o código abaixo para verificar se este documento é válido.

*** In order to verify the signature, click here https://www.portaldeassinaturas.com.br/Verificar/6FD4-50D5-1379-D415 or visit https://www.portaldeassinaturas.com.br:443 and use the code below to check if this document is valid.

Código para verificação: 6FD4-50D5-1379-D415

Hash do Documento

ABD0FED6F750EFDEF30A945E6E29B9EF33E2F26B54AC2BC5A9D47C5BD5F837D5

O(s) nome(s) indicado(s) para assinatura, bem como seu(s) status em 23/02/2024 é(são) :

☑ Iris Rober Ferreira (Tradutor Juramentado / Sworn Translator) - 574.900.401-59 em 23/02/2024 16:39 UTC-03:00
Tipo: Certificado Digital

DAYS HOTEL JAIPUR TONK ROAD
(A Unit of V1 Infra Developers Private Limited)
Plot 10, Airport Plaza, Durgapura, Tonk Road, Jaipur - 302018 (India)
Email : reservations@dayshoteljaipur.com Web: www.dayshoteljaipur.com
Tel: 0141 6667777

INVOICE

Guest Name	: MR LUIZ HENRIQUE		Invoice Number	: 2951	
	:		Invoice Date	: 31/01/23	
Company Name	: DIRECT		Room No	: 109	
Address	: INTERCONTINENTAL CONMMERCIAL AIRCRAFT INC		Adult	: 1	
Nationality	: THAILAND		Reg No	: 5101	
Email ID	:		Arrival Date	: 27/01/23	13.27
Telephone	:		Departure Date	: 31/01/23	11.40
Billing Instructions	: DIRECT		GSTN Bill No	: 6695FMBIL0002951	
GSTN Number	:		Plan Code	: CP	
			Payment Mode	: Cash	

Date	Ref No	GSTN SAC#	Description	Amount
27/01/2023	5278		ARBAB	200.00
27/01/2023	5278		Service Charge	12.00
27/01/2023	5278		Central GST	18.00
27/01/2023	5278		State GST	18.00
27/01/2023	1448		CULTURE	99.64
27/01/2023	1448		Service Charge	7.00
27/01/2023	1448		Central GST	2.50
27/01/2023	1448		Central GST	0.18
27/01/2023	1448		State GST	2.50
27/01/2023	1448		State GST	0.18
27/01/2023	1447		CULTURE	1,100.14
27/01/2023	1447		Service Charge	77.00
27/01/2023	1447		Central GST	27.51
27/01/2023	1447		Central GST	1.92
27/01/2023	1447		State GST	27.51
27/01/2023	1447		State GST	1.92
27/01/2023	1644		Advance(C.Card)	-13,440.00
27/01/2023	1645		Advance(C.Card)	-17,920.00
27/01/2023	5279		ARBAB	200.00
27/01/2023	5279		Central GST	5.00
27/01/2023	5279		State GST	5.00
27/01/2023	5292		ARBAB	399.24
27/01/2023	5292		VAT	79.80
27/01/2023	5292		SURCHARGE ON VAT	15.96
27/01/2023	5291		ARBAB	169.44
27/01/2023	5291		VAT	33.80
27/01/2023	5291		SURCHARGE ON VAT	6.76
27/01/2023	1455		CULTURE	874.85
27/01/2023	1455		Service Charge	61.25
27/01/2023	1455		Central GST	21.89
27/01/2023	1455		Central GST	1.53
27/01/2023	1455		State GST	21.89
27/01/2023	1455		State GST	1.53
27/01/2023	1455		CULTURE	300.00
27/01/2023	1455		Service Charge	21.00
27/01/2023	1455		Central GST	7.50
27/01/2023	1455		Central GST	0.53
27/01/2023	1455		State GST	7.50
27/01/2023		996311	State GST	0.53
27/01/2023			Tariff 107	3,687.50
27/01/2023			Central GST	221.25
27/01/2023		996332	State GST	221.25
			CONTINENTAL PLAN	333.34

DAYS HOTEL JAIPUR TONK ROAD
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Tel: 0141 6667777

INVOICE

Guest Name	: MR LUIZ HENRIQUE	Invoice Number	: 2951		
	:	Invoice Date	: 31/01/23		
Company Name	: DIRECT	Room No	: 109		
Address	: INTERCONTINENTAL CONMMERCIAL AIRCRAFT INC	Adult	: 1		
Nationality	: THAILAND	Reg No	: 5101		
Email ID	:	Arrival Date	: 27/01/23	13.27	
Telephone	:	Departure Date	: 31/01/23	11.40	
Billing Instructions	: DIRECT	GSTN Bill No	: 6695FMBIL0002951		
GSTN Number	:	Plan Code	: CP		
		Payment Mode	: Cash		

Date	Ref No	GSTN SAC#	Description		Amount
27/01/2023			State GST		8.33
27/01/2023			Central GST		8.33
27/01/2023		996311	Tariff	109	2,843.74
27/01/2023			Central GST		170.63
27/01/2023			State GST		170.63
27/01/2023		996332	CONTINENTAL PLAN		166.66
27/01/2023			State GST		4.17
27/01/2023			Central GST		4.17
				Total:	-19,669.00
28/01/2023	2773	996334	INROOM DINING		405.18
28/01/2023	2773		Central GST		10.13
28/01/2023	2773		State GST		10.13
28/01/2023	2773		Service Charge		9.10
28/01/2023	2773		Central GST		0.23
28/01/2023	2773		State GST		0.23
28/01/2023	5307		ARBAB		275.34
28/01/2023	5307		Central GST		6.88
28/01/2023	5307		State GST		6.88
28/01/2023	5307		ARBAB		198.00
28/01/2023	5307		Central GST		4.95
28/01/2023	5307		State GST		4.95
28/01/2023	1459		CULTURE		299.94
28/01/2023	1459		Service Charge		21.00
28/01/2023	1459		Central GST		7.51
28/01/2023	1459		Central GST		0.52
28/01/2023	1459		State GST		7.51
28/01/2023	1459		State GST		0.52
28/01/2023		996311	Tariff	107	3,687.50
28/01/2023			Central GST		221.25
28/01/2023			State GST		221.25
28/01/2023		996332	CONTINENTAL PLAN		333.34
28/01/2023			State GST		8.33
28/01/2023			Central GST		8.33
28/01/2023		996311	Tariff	109	2,843.74
28/01/2023			Central GST		170.63
28/01/2023			State GST		170.63
28/01/2023		996332	CONTINENTAL PLAN		166.66
28/01/2023			State GST		4.17
28/01/2023			Central GST		4.17
				Total:	9,109.00
29/01/2023	2781	996334	INROOM DINING		200.30
29/01/2023	2781		Service Charge		14.00

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Tel: 0141 6667777

INVOICE

Guest Name	: MR LUIZ HENRIQUE	Invoice Number	: 2951		
	:	Invoice Date	: 31/01/23		
Company Name	: DIRECT	Room No	: 109		
Address	: INTERCONTINENTAL CONMMERCIAL AIRCRAFT INC	Adult	: 1		
Nationality	: THAILAND	Reg No	: 5101		
Email ID	:	Arrival Date	: 27/01/23	13.27	
Telephone	:	Departure Date	: 31/01/23	11.40	
Billing Instructions	: DIRECT	GSTN Bill No	: 6695FMBIL0002951		
GSTN Number	:	Plan Code	: CP		
		Payment Mode	: Cash		

Date	Ref No	GSTN SAC#	Description	Amount
29/01/2023	2781		Central GST	5.00
29/01/2023	2781		Central GST	0.35
29/01/2023	2781		State GST	5.00
29/01/2023	2781		State GST	0.35
29/01/2023	1462		CULTURE	199.64
29/01/2023	1462		CULTURE	100.00
29/01/2023	1462		Service Charge	7.00
29/01/2023	1462		Central GST	2.50
29/01/2023	1462		Central GST	0.18
29/01/2023	1462		State GST	2.50
29/01/2023	1462		State GST	0.18
29/01/2023	2787	996334	INROOM DINING	430.06
29/01/2023	2787		Service Charge	30.10
29/01/2023	2787		Central GST	10.75
29/01/2023	2787		Central GST	0.76
29/01/2023	2787		State GST	10.75
29/01/2023	2787		State GST	0.76
29/01/2023	2787	996334	INROOM DINING	120.00
29/01/2023	2787		Service Charge	8.40
29/01/2023	2787		Central GST	3.00
29/01/2023	2787		Central GST	0.21
29/01/2023	2787		State GST	3.00
29/01/2023	2787		State GST	0.21
29/01/2023	2788	996334	INROOM DINING	424.69
29/01/2023	2788		Service Charge	29.75
29/01/2023	2788		Central GST	10.63
29/01/2023	2788		Central GST	0.74
29/01/2023	2788		State GST	10.63
29/01/2023	2788		State GST	0.74
29/01/2023	2788	996334	INROOM DINING	120.00
29/01/2023	2788		Service Charge	8.40
29/01/2023	2788		Central GST	3.00
29/01/2023	2788		Central GST	0.21
29/01/2023	2788		State GST	3.00
29/01/2023	2788		State GST	0.21
29/01/2023		996311	Tariff 107	3,687.50
29/01/2023			Central GST	221.25
29/01/2023			State GST	221.25
29/01/2023		996332	CONTINENTAL PLAN	333.34
29/01/2023			State GST	8.33
29/01/2023			Central GST	8.33
29/01/2023		996311	Tariff 109	2,843.74
29/01/2023			Central GST	170.63

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(A Unit of V1 Infra Developers Private Limited)
Plot 10, Airport Plaza, Durgapura, Tonk Road, Jaipur - 302018 (India)
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Tel: 0141 6667777

INVOICE

Guest Name	: MR LUIZ HENRIQUE	Invoice Number	: 2951	
		Invoice Date	: 31/01/23	
Company Name	: DIRECT	Room No	: 109	
Address	: INTERCONTINENTAL CONMMERCIAL AIRCRAFT INC	Adult	: 1	
Nationality	: THAILAND	Reg No	: 5101	
Email ID	:	Arrival Date	: 27/01/23	13.27
Telephone	:	Departure Date	: 31/01/23	11.40
Billing Instructions	: DIRECT	GSTN Bill No	: 6695TMBIL0002951	
GSTN Number	:	Plan Code	: CP	
		Payment Mode	: Cash	

Date	Ref No	GSTN SAC#	Description	Amount
29/01/2023			State GST	170.63
29/01/2023		996332	CONTINENTAL PLAN	166.66
29/01/2023			State GST	4.17
29/01/2023			Central GST	4.17
			Total:	9,607.00
30/01/2023	2791	996334	INROOM DINING	49.82
30/01/2023	2791		Service Charge	3.50
30/01/2023	2791		Central GST	1.25
30/01/2023	2791		Central GST	0.09
30/01/2023	2791		State GST	1.25
30/01/2023	2791		State GST	0.09
30/01/2023	1464		CULTURE	874.61
30/01/2023	1464		Service Charge	47.25
30/01/2023	1464		Central GST	16.88
30/01/2023	1464		Central GST	1.19
30/01/2023	1464		State GST	16.88
30/01/2023	1464		State GST	1.19
30/01/2023	2795	996334	INROOM DINING	49.82
30/01/2023	2795		Service Charge	3.50
30/01/2023	2795		Central GST	1.25
30/01/2023	2795		Central GST	0.09
30/01/2023	2795		State GST	1.25
30/01/2023	2795		State GST	0.09
30/01/2023	2796	996334	INROOM DINING	579.74
30/01/2023	2796		Service Charge	23.10
30/01/2023	2796		Central GST	14.50
30/01/2023	2796		Central GST	0.58
30/01/2023	2796		State GST	14.50
30/01/2023	2796		State GST	0.58
30/01/2023	2799	996334	INROOM DINING	120.18
30/01/2023	2799		Service Charge	8.40
30/01/2023	2799		Central GST	3.00
30/01/2023	2799		Central GST	0.21
30/01/2023	2799		State GST	3.00
30/01/2023	2799		State GST	0.21
30/01/2023	2800	996334	INROOM DINING	275.03
30/01/2023	2800		Service Charge	19.25
30/01/2023	2800		Central GST	6.88
30/01/2023	2800		Central GST	0.48
30/01/2023	2800		State GST	6.88
30/01/2023	2800		State GST	0.48
30/01/2023	2801	996334	INROOM DINING	129.94

556

DAYS HOTEL JAIPUR TONK ROAD
(A Unit of V1 Infra Developers Private Limited)
Plot 10, Airport Plaza, Durgapura, Tonk Road, Jaipur - 302018 (India)
Email : reservations@dayshoteljaipur.com Web: www.dayshoteljaipur.com
Tel: 0141 6667777

INVOICE

Guest Name	: MR LUIZ HENRIQUE	Invoice Number	: 2951	
Company Name	: DIRECT	Invoice Date	: 31/01/23	
Address	: INTERCONTINENTAL CONMMERCIAL AIRCRAFT INC	Room No	: 109	
Nationality	: THAILAND	Adult	: 1	
Email ID	:	Reg No	: 5101	
Telephone	:	Arrival Date	: 27/01/23	13.27
Billing Instructions	: DIRECT	Departure Date	: 31/01/23	11.40
GSTN Number	:	GSTN Bill No	: 6695FMBIL0002951	
		Plan Code	: CP	
		Payment Mode	: Cash	

Date	Ref No	GSTN SAC#	Description		Amount
30/01/2023	2801		Service Charge		9.10
30/01/2023	2801		Central GST		3.25
30/01/2023	2801		Central GST		0.23
30/01/2023	2801		State GST		3.25
30/01/2023	1467		State GST		0.23
30/01/2023	1467		CULTURE		299.94
30/01/2023	1467		Service Charge		21.00
30/01/2023	1467		Central GST		7.51
30/01/2023	1467		Central GST		0.52
30/01/2023	1467		State GST		7.51
30/01/2023			State GST		0.52
30/01/2023		996311	Tariff	107	3,687.50
30/01/2023			Central GST		221.25
30/01/2023			State GST		221.25
30/01/2023		996332	CONTINENTAL PLAN		333.34
30/01/2023			State GST		8.33
30/01/2023			Central GST		8.33
30/01/2023		996311	Tariff	109	2,843.74
30/01/2023			Central GST		170.63
30/01/2023			State GST		170.63
30/01/2023		996332	CONTINENTAL PLAN		166.66
30/01/2023			State GST		4.17
30/01/2023			Central GST		4.17
				Total:	10,470.00
				Net Amount:	9,497.00

Linked Room: 109

In Words: Rupees Nine Thousand Four Hundred Ninety-Seven Only

Settlement Details:

Terms And Conditions :

PLEASE DEPOSIT YOUR ROOM KEY CARD
I agree that my liability for this bill is not waived & agree to be held personally liable in the event that the indicated person or company or association fails to pay for any part of the full amount of these charges. I also agree that all the charges contained in this account are correct.
*** Please make all payments in favour of DAYS HOTEL, JAIPUR (A UNIT OF V1 INFRADEVELOPERS PVT. LTD.) Bank Name- INDIAN OVERSEAS BANK , Branch - M. I. ROAD,JAIPUR Account Name- DAYS HOTEL, JAIPUR (A UNIT OF V1 INFRADEVELOPERS PVT. LTD.). Account Number- 015802000003972 IFSC Code- IOBA0000158 ***

Property GSTN#: 08AAECV7617H1Z2 PAN NO: AAECV7617H

357

AXIS BANK V.01-23 EXP-04-23

AXIS BANK
DATA DOTT
10 AIRPORT PLAZA
TONK ROAD

DATE:31-01-2023 TIME:11:[illegible]
AID:037111044220008 TID:84[illegible]
BATCH:000908 INVOICE:[illegible]
BR:03401718072022

SALE

APP NAME:VISA CREDITO
**** **** **** 4877 CHIP
CARDTYPE:VISA International
AID :A0000000031010
TC :AB97474D02B177A1
AUTHCODE:[illegible] RRN:[illegible]
TRANSACTION CURRENCY : USD
FX Rate [illegible] 0.0130 USD
MARKUP [illegible]

AMT	USD	123.30
AMT	INR	9497.00
TIP	INR/USD	
TOTAL	INR/USD	

This currency conversion
provided by the [illegible]
have been offered [illegible] of
currencies and I [illegible] to pay
in USD with FX rate at banks
rate [illegible] percentage and
[illegible] amount
[illegible] the card issuer
agreement

SIGN
PIN VERIFIED OR
SIGNATURE REQUIRED FOR
CURRENCY SELECTION
HENRIQUE N SILVA LUTZ
*** CUSTOMER COPY ***
Download Axis Merchant App
Accept Payments Raise Requests
VERSION.03.40
Powered by Worldline

358

Tax Invoice

ONE-POINT PACKAGING

Shop no. 29 Muhana road Mansarovar
Phone no.: 9680574542 Email: hitrends.sale@gmail.com
GSTIN: 08ANKPT6084C1ZN, State: 08-Rajasthan

Bill To	Ship To	Transportation Details	Place of supply: 08-Rajasthan
Rawinder Pandy	Jaipur Airport	Transport Name: Porter	**Invoice No. : 525**
Jaipur Airport			**Date : 04-02-2023**
State: 08-Rajasthan			**Time : 02:41 PM**

#	Item name	HSN/ SAC	Quantity	Unit	Price/ Unit	Taxable amount	CGST	SGST	Amount
1	Air Bubble Roll (Airbubbule 100 mtr roll(35gsm))	39199020	8	Rol	₹ 677.97	₹ 5,423.73	₹ 488.14 (9%)	₹ 488.14 (9%)	₹ 6,400.00
2	BOPP TAPE	3919	1	Set	₹ 508.47	₹ 508.47	₹ 45.76 (9%)	₹ 45.76 (9%)	₹ 600.00
	Total		**9**			**₹ 5,932.20**	**₹ 533.90**	**₹ 533.90**	**₹ 7,000.00**

Tax type	Taxable amount	Rate	Tax amount
SGST	₹ 5,932.20	9%	₹ 533.90
CGST	₹ 5,932.20	9%	₹ 533.90

Amounts:	
Sub Total	₹ 7,000.00
Total	**₹ 7,000.00**
Received	₹ 7,000.00
Balance	₹ 0.00

PAID

Invoice Amount In Words

Seven Thousand Rupees only

Terms and Conditions

SUBJECT TO JAIPUR JURISDICTION
This is a Computer Generated Invoice

Bank details:

Bank Name : AU SMALL FINANCE BANK LIMITED, Ambabari Jaipur

Bank Account No. : 2221216340933260

Bank IFSC code : AUBL0002163

Account holder's name : ONE POINT PACKAGING

For, ONE-POINT PACKAGING

ONE POINT PACKAGING 9680574542 JAIPUR

Authorized Signatory

359

10/6

TATA STARBUCKS PRIVATE LIMITED
4th Floor,New Excelsior Building,
Amrit Keshav Marg,
Fort, Mumbai-400001
T2 International Departure Mum
T2 International Departure Mumbai
Mumbai-400069
State Code:27
GSTIN No:27AAECT0606O1Z2

TAX INVOICE

Invoice No :94432105220610
Invoice Date 10-06-2022
Invoice Time 07:19 PM

Shift Code 1
Till No 2 A
Partner:Manas

Item Name / HSN Code	Qty	Sale Price	Disc	Total Amt
Tall Capuccino				
996331	1	310.00	00.00	310.00
Double Chocolate Chip Cookie				
996331	1	260.00	00.00	260.00
Total	2	570.00	00.00	570.00

GST SUMMARY

HSN Code / CGST Rate Amt	SGST Rate Amt	Cess Rate Amt	Taxable Value	Tax Amount
996331				
02.50%	02.50%	00.00%	570.00	
14.25	14.25	00.00		28.50
Total				28.50
Net Invoice Amount				598.50
Rounded Off Invoice Amount				599.00

PAYMENT SUMMARY
Card Amount 599.00

Your order number is

154

Hardcastle Restaurants Pvt Ltd,
Mumbai-Airport (2-Intl Depart,
Chatrapati Shivaji
International Airport,
Mumbai - 400099.
Tel : 08097375332
Tax Invoice

Crew Id 930011259 - TEJAS.GANESHGHODAKE

NOEG Side 1

CROSS REFERENCE OF PAYMENT
INV# 00376010038488
Payment Mode : Card
Transaction ID :
Transaction Date : 10/06/2022 18:15:56

ORD #54 -REG #1- 10/06/2022 18:15:56

QTY	ITEM	TOTAL
1	Lrg Amrcan Cheese Chkn D	404.76
	Sub-Total	404.76
	CGST @ 2.5%	10.12
	SGST @ 2.5%	10.12
	Eat-In Total	425.00
	Card	425.00

GSTIN - 27AAAFH1333H1ZT
GST Classification -
Restaurant Services SAC- 996331
FSSAI : 10021803000001
We value your feedback. Share it to:
mmyfeedback@mcdonaldsindia.com
-559277******1713|Type - MASTERCARD|10/06/2022 18:15:56|425.00|10.12|10.12|00376010038488

361

16/02/2024

GERENCIADOR CAIXA PIX

Comprovante de Transação Pix

Via Gerenciador CAIXA

Detalhes do pagamento

ID da transação: E00360305202302232116 9fda8d75551

Situação: EFETIVADA **Data e Hora:** 23/02/2023 às 18:16:11

Valor Original: R$ 5.000,00 **Valor Atualizado:** R$ 5.000,00 ✓

Detalhes: Bonus

Origem

Nome: FLYJET IMP EXP AERONAVES PECAS

CNPJ: 30149510000196

Instituição: CAIXA ECONOMICA FEDERAL

Destino

Nome: Carlos Cesar Maciel da Costa Machado ✓

CPF: XXX.302.791-XX

Instituição: NU PAGAMENTOS S.A.

Chave Pix: 01730279112

Código da operação: 15415814867

Chave de segurança: LU4A3UN8MRGLRJ9J

Caso tenha dúvidas ou não reconheça esta transação, entre em contato com o Alô CAIXA e informe o ID Transação presente neste comprovante.

Alô CAIXA: 0800 104 0104 (Capitais e Regiões Metropolitanas: 4004-0104)
SAC CAIXA: 0800 726 0101
Ouvidoria: 0800 725 7474
Pessoas com deficiência auditiva: 0800 726 2492

Employee Expense.
5.000,00/5.50 = U$ 908.91

Bank of America Online Banking

J62

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	01/30/2023
Amount:	-407.44
Type:	Debit card
Purchaser:	LUIS HENRIQUE NEVES
Description:	DAYS HOTEL REVENU 01/27 PURCHASE JAIPUR DEBIT CARD *7927
Merchant category:	Lodging - Hotels, Motels, Resorts - not elsewhere classified
Merchant category code:	7011
Merchant name:	DAYS HOTEL REVENU
Merchant information:	JAIPUR
Transaction category:	Travel: Travel

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	05/17/2023
Amount:	-8,000.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:230517 TIME:1831 ET TRN:2023051700406642 SERVICE REF:515495 BNF:AERO PARTS SUPPLY ID:2347198396 BNF BK:KOTAK M AHINDRA BANK LIM ID:006550591192 PMT DET:438694868 CONTAINERFREIGHTMUNDRAEXPENSESINDIAPOP SERVICES
Merchant name:	AERO PARTS SUPPLY
Merchant information:	
Transaction category:	Business Expenses: Business Miscellaneous

Chat

364

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	02/02/2023
Amount:	-1,044.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:230202 TIME:1032 ET TRN:2023020200316019 SERVICE REF:332687 BNF:AMRITA KUMARI ID:5447945242 BNF BK:KOTAK MAHIN DRA BANK LIM ID:INKKBK0004591 PMT DET:424102584 HE NRIQUE POP GOODS
Merchant name:	AMRITA KUMARI
Merchant information:	
Transaction category:	Cash, Checks & Misc: Other Expenses

Chat

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	02/08/2023
Amount:	-1,500.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:230208 TIME:1337 ET TRN:2023020800373294 SERVICE REF:545545 BNF:AMRITA KUMARI ID:5447945242 BNF BK:KOTAK MAHIN DRA BANK LIM ID:INKKBK0004591 PMT DET:424964906 HE NRIQUE POP GOODS
Merchant name:	AMRITA KUMARI
Merchant information:	
Transaction category:	Cash, Checks & Misc: Other Expenses

356

TICKET - Confirmed Booking ID: NF74GCIOKWBLTFZM9356

Barcode(s) for your journey **Bangalore-Jaipur on IndiGo**

LUIZ HENRIQUE NEVES DA SILVA

CARLOS CESAR MACIEL DA COSTA MACHADO

ROBERTO MANUEL

Mon, 23 Jan '23 **BANGALORE TO JAIPUR** **2h 45m**

Indigo
6E-838

Regular Fare
SAVER

BLR		JAI
BANGALORE	2h 45m	JAIPUR
19:55 hrs, 23 Jan	Economy	22:40 hrs, 23 Jan
Bengaluru International Airport, Terminal 1		Jaipur Airport, Terminal 2

PASSENGER NAME	PNR	E-TICKET NO.	SEAT
1. Mr. Luiz Henrique Neves Da Silva, Adult	ISZ2JQ	ISZ2JQ	25C
2. Mr. Carlos Cesar Maciel Da Costa Machado, Adult	ISZ2JQ	ISZ2JQ	25E
3. Mr. Roberto Manuel, Adult	ISZ2JQ	ISZ2JQ	

DIGI YATRA

367

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	02/21/2023
Amount:	-4,996.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:230221 TIME:0540 ET TRN:2023022100215433 SERVICE REF:211960 BNF:AERO PARTS SUPPLY ID:2347198396 BNF BK:KOTAK M AHINDRA BANK LIM ID:006550591192 PMT DET:426402092 HENRIQUE POP GOODS
Merchant name:	AERO PARTS SUPPLY
Merchant information:	
Transaction category:	Business Expenses: Business Miscellaneous

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	02/21/2023
Amount:	-605.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:230221 TIME:0523 ET TRN:2023022100075725 SERVICE REF:342806 BNF:AMRITA KUMARI ID:5447945242 BNF BK:KOTAK MAHIN DRA BANK LIM ID:INKKBK0004591 PMT DET:426357084 CO NTAINER EXPENSES POP OPERATING EXPENSES
Merchant name:	AMRITA KUMARI
Merchant information:	
Transaction category:	Cash, Checks & Misc: Other Expenses

369

Once the transfer is processed, y ive an email with a confirmation number.

From: xxxxxxxx5846

To: xxxxxx8396

Description:

Transfer Amount

Sender
WESTERLUND GENERAL SERVICES
103 MORSE ST APT G5
WATERTOWN, MA 02472

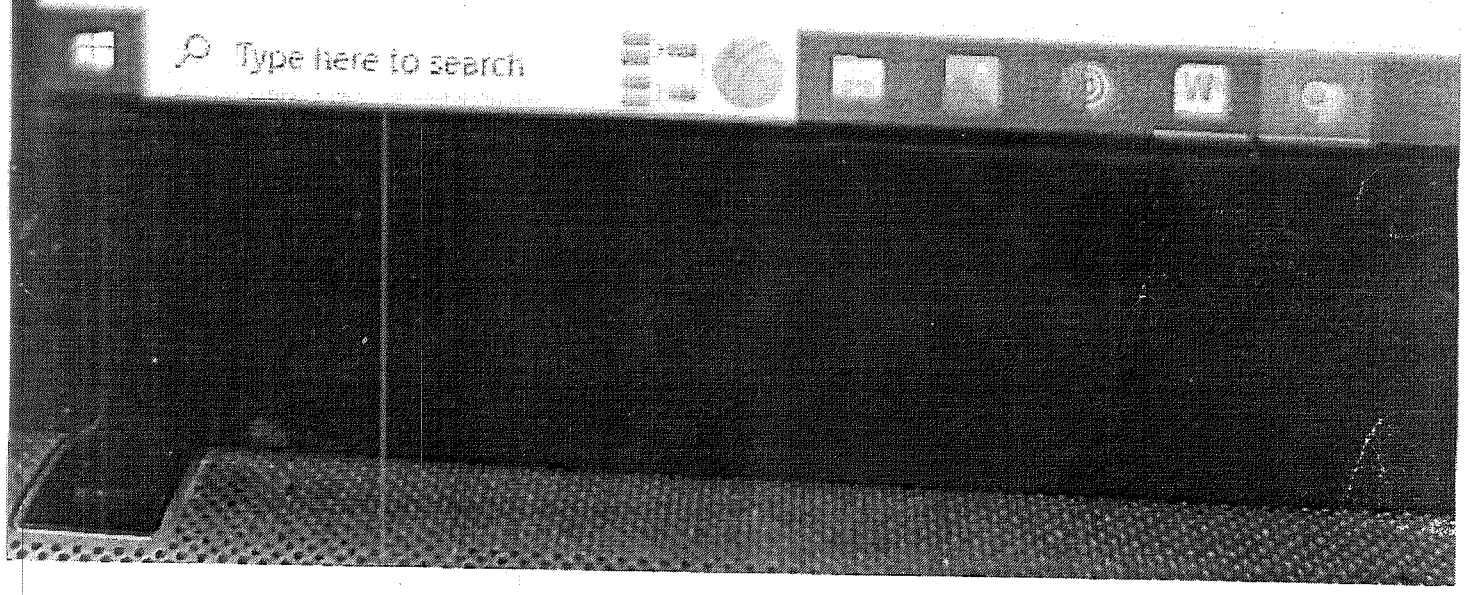
Recipient
Aero Parts Supply
H2/67, 3rd Floor, Bengali Colony, M
New Delhi ,INDIA 110045 IN

Confirmation Code: 429607546

Transfer Amount	$19,000.00
Transfer Fees	$45.00
Total:	**$19,045.00**
Total to recipient	**$19,000.00 USD**

Make Another Transfer

Secure Area



370

27 May'22 20:48 PM

MERCHANT COPY

Date	27/05/2022
Time	20:48:03
Card	**********1713
PAN seq.	02
Pref. name	Mastercard
Card type	mccommercialcredit
Payment method	mc
Payment variant	mccommercialcredit
Entry mode	Contactless chip
AID	A0000000041010
MID	271067000200108
TID	P400Plus-803846959
PTID	62172108
Auth. code	969424
Tender	Crnw001653670083054
Reference	79782-222716480410
Type	GOODS_SERVICES
TOTAL	AED 57.00

APPROVED

AUTOGRILL

Autogrill Middle East LLC
AAUH G&F BG Abu Dhabi Airport
Abu Dhabi U.A.E
VAT TRN: 100349987600003
TAX INVOICE
971030009 Shinju

NS#: 100003

CHK 79782
27 May'22 20:47 PM

1 SND Egg Mayo	33.00
1 Orange Juice PET330ml	24.00
Mastercard	57.00AED
XXXXXXXXXXXX1713	
20:47 B by: Shinju	
Subtotal	57.00AED
Payment	57.00AED
Change Due	0.00AED
2.71 VAT 5%	57.00
Net Total:	54.29AED

---------- Check Closed ----------
27 May'22 20:48 PM

Thank you,
Please Visit Us Again
http://hmshost.international
==========

All Prices are in UAE Dirhams and
Inclusive of VAT @5%
Ashvani Dhar (Ops Manager)
Phone +971 55 885 5627
Email ID : AAUH.feelgood@hmshost.net
All chilled foods need to be consumed
within 2 hours of purchase
Feeling good on the move? Please scan
QR code & share your feedback

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	01/30/2023
Amount:	-1,044.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:230130 TIME:1447 ET TRN:2023013000517146 SERVICE REF:086653 BNF:AMRITA KUMARI ID:5447945242 BNF BK:KOTAK MAHIN DRA BANK LIM ID:INKKBK0004591 PMT DET:423465398 HE NRIQUE POP GOODS
Merchant name:	AMRITA KUMARI
Merchant information:	
Transaction category:	Cash, Checks & Misc: Other Expenses

372

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	02/21/2023
Amount:	-1,090.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:230221 TIME:1306 ET TRN:2023022100581719 SERVICE REF:374106 BNF:AVOCET AVIATION LTD ID:GB52NWBK60730106 BNF BK:NATIONAL WESTMINSTER .. ID:SC607301 PMT DET:426555480 HENRIQUE POP GOODS
Merchant name:	AVOCET AVIATION LTD
Merchant information:	
Transaction category:	Travel: Travel

Chat

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	01/27/2023
Amount:	-2,015.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:230130 TIME:1803 ET TRN:2023012700488323 SERVICE REF:857259 BNF:EASYFLYERS LOGISTICS LTD ID:GB42BARC20000066 BNF BK:BARCLAYS BANK PLC ID:BARCGB22 PMT DET:42324 3450 POP GOODS
Merchant name:	EASYFLYERS LOGISTICS LTD
Merchant information:	
Transaction category:	Transportation: Automotive Expenses

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	12/27/2022
Amount:	-9,153.75
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:221227 TIME:1600 ET TRN:2022122700553297 SERVICE REF:163529 BNF:EASYFLYERS LOGISTICS LTD ID:GB42BARC20000066 BNF BK:BARCLAYS BANK PLC ID:BARCGB22 PMT DET:41891 7130 POP SERVICES
Merchant name:	EASYFLYERS LOGISTICS LTD
Merchant information:	
Transaction category:	Transportation: Automotive Expenses

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	02/24/2023
Amount:	-5,434.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:230224 TIME:1554 ET TRN:2023022400457928 SERVICE REF:671546 BNF:EMIRATES OCEAN EXPRESS SHI ID:5245100751 BNF BK:KOTAK MAHINDRA BANK LIM ID:006550591192 PMT DET:427139854 INTERCONTINENTAL COMMERCIAL AIRC
Merchant name:	EMIRATES OCEAN EXPRESS SHI
Merchant information:	
Transaction category:	Uncategorized: Uncategorized

C203 India
Dus pise
container

376

Bank of America Online Banking

Business Adv Relationship - 6899: Account Activity Transaction Details

Post date:	09/26/2023
Amount:	-1,000.00
Type:	Withdrawal
Description:	WIRE TYPE:INTL OUT DATE:230926 TIME:1105 ET TRN:2023092500581947 SERVICE REF:506306 BNF:AMRITA KUMARI ID:5447945242 BNF BK:KOTAK MAHIN DRA BANK LIM ID:INKKBK0004591 PMT DET:457039940 HE NRIQUE POP GOODS
Merchant name:	AMRITA KUMARI
Merchant information:	
Transaction category:	Cash, Checks & Misc: Other Expenses

Chat 3

आ.क्र./7938/आगुवि/2024 (09/10)

377/9540 08/10

Date: 8th October 2024

To:
The Investigating Officer, – 3rd Floor,
Economic Offences Wing, – 07
Mumbai Police.
3rd Floor,
Near Crawford Market,
Mumbai.

DCP EOW-I
Unit-7 (Shares)
D. 10/X

पोलीस सह आयुक्त
आर्थिक गुन्हे विभाग, मुंबई

Subject: Critical Information Regarding Withheld Funds by Ammeet Agarwal, Kamal Agarwal, and Others under FIR No. 464 of 2024. – EOW FIR No. 32 of 2024 CR.

Dear Sir/Madam,

I, Vikas Shukla, am writing on behalf of Mr. Michiel Kneefel, a resident of the Netherlands. We wish to provide essential information related to the on-going investigation concerning FIR No. 464 of 2024.

It has come to our attention that Mr. Kamal Agarwal, a co-accused in this case, has proposed a One-Time Settlement with Axis Bank Ltd. dated 21/08/2024, offering to repay a total of Rs. 13.30 Crores as follows:

US Dollars $ 3,30,000	Rs.2,80,00,000/-
INR Currency	Rs.50,00,000/-
Balance in 45 Days	Rs.10,00,00,000/-
Total	**Rs.13,30,00,000/-**

Additionally, Mr. Michiel Kneefel recently met with Mr. Natwarlal Tibrewal at his dental clinic in Leeds, UK, on 19th September 2024. During this meeting, Mr. Tibrewal indicated that he has begun remitting funds received by his company, Shorelight Ltd., totaling approximately $490,000, to a USA account held by Ammeet Agarwal (S4 Aviation & Logistics Inc.). These funds appear to be routed back to India for repayment to Axis Bank.

The following outlines the suspected money laundering activities:

$5,50,000 US Dollars	
$60,000 collected in Bank Account of Supreme Transport Organisation Pvt. Ltd in Bank Account at Bank of Baroda, Sakinaka Branch, Mumbai ↓ $60,000 paid to Airports Authority of India towards fees and charges.	$4,90,000 collected at Bank Account of Shorelight Ltd at Lloyds Bank at United Kingdom (UK). ↓ Money being Sent to S4 Aviation & Logistics Inc. USA (Account withheld by Ammeet Agarwal) ↓ $3,30,000 sent from S4 Aviation & Logistics Inc, USA to Kamal Agarwal or Ammeet Agarwal's Account or their controlled account to be paid to Axis Bank Ltd as per the proposal above dated.21/08/2024.

Office of the Dy. Commissioner of Police (EOW) I Mumbai
Inward No. 4379
Date 10/10/2024
ACP
Unit shares
Dy. Commissioner of Police EOW-1 Mumbai

378

API Waghmare

15/10

(दत्तात्रय बाकारे)
प्रभारी पोलीस निरीक्षक
कक्ष-७ (शेअर्स), आ.गु.वि., मुंबई
Iw.No.1070/24 Dt.15/10/24

TR 51/c/24
15/10/24

	Money converted to INR to be paid to Axis Bank. ↓ Money Paid Rs.3,30,00,000/- to Axis Bank in INR as insisted by them at the Hon. National Company Law Appellate Tribunal (NCLAT) in September 2024 as per NCLAT Order dated.27.09.2024.

The funds are reportedly sent to S4 Aviation & Logistics Inc. in the USA, which is managed by Ammeet Agarwal. It is learnt that $3,30,000 was transferred from S4 Aviation & Logistics Inc., USA to either Kamal Agarwal's or Ammeet Agarwal's accounts to fulfill the proposed repayment to Axis Bank as outlined in the One-Time Settlement.

Further, Rs. 3,30,00,000 has already been paid to Axis Bank in INR, as informed by Axis Bank to the Honourable National Company Law Appellate Tribunal (NCLAT) vide their order dated 27.09.2024.

In light of the above, we urgently request the provisional attachment of Rs. 2,80,00,000 lying with Axis Bank, specifically through their representatives:

- Mr. Nilay Sharan (9773199515; Email: nilay.sharan@axisbank.com)
- Mr. Santosh Nangare (9820413949; Email: santosh.nangare@axisbank.com)

We kindly urge you to act swiftly in attaching the aforementioned funds until a complete audit trail of these transactions is provided, supported by bank statements from Shorelight Ltd., S4 Aviation & Logistics Inc., and the accounts of Kamal and Ammeet Agarwal in India.

Thank you for your cooperation and assistance in this matter.

Sincerely and Faithfully,

Vikas Shukla.
(On Behalf of Mr. Michiel Kneefel).

SUPREME
SINCE 1983

From the desk of **KAMAL AGARWAL**

901 Bikaner Bhawan JB Nagar Andheri East Mumbai 400059 INDIA +91 98[illegible]1224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in

******

Without prejudice
(Email/ Speed Post)

~~ANNEXURE-3~~

To,

August 21st 2024

Axis Bank Ltd
Through Mr. Santosh Nangare,
Asst. Vice President, Structured Assets Group
7th Floor, C-2, Axis House, Wadia International Centre
Pandurang Budhkar Marg, Worli, Mumbai- 400025
Email: santosh.nangare@axisbank.com

SUBJECT:

1. **Reply to Show Cause Notice dated 06.06.2024 in the matter of Supreme Transport Organisation Pvt Ltd (hereinafter, 'STOPL')**

2. **Submission of a Fresh Settlement proposal under Section 12A of the Insolvency and Bankruptcy Code, 2016 for settling dues of M/s Supreme Transport Organisation Pvt. Ltd. and request for withdrawal of case titled as "Axis Bank Ltd. Vs. Supreme Transport Organization Pvt. Ltd., CP(IB) No. 368/MB/C-II/2023 (hereinafter, the subject matter)."**

REFERENCE
1. **Settlement Proposal vide email dated 14.12.2023**
2. **Axis Bank rejection of settlement proposal vide email dated 21.12.2023**
3. **Revised Settlement Proposal vide email dated 22.12.2023**
4. **COC rejection of revised settlement proposal vide email dated 04.01.2024**
5. **Settlement proposal u/s 12A dated 02.03.2024**

SUBMITTED BY: **Shri Kamal Agarwal, 52% Share Holder, Ex Chairman & Managing Director of Supreme Transport Organization Pvt. Ltd.**

Sir,

1. The copy of notice dated 06.06.2024 (hereinafter, 'notice under reply'), as issued by you, has been provided to the undersigned wherein, you have proposed to classify the account of M/s Supreme Transport Organisation Pvt. Ltd. as 'Fraud' on account of certain transactions mentioned in the notice under reply.

2. At the outset, the contents of the notice are denied in its entirety. Nothing contained in the notice shall be deemed to be admitted unless specifically stated to be so. That the notice is vague, bereft of material particulars, lacking details substantiating the allegations and is premised on inaccurate particulars.

3. It is relevant to note that the notice under reply mentions about a 'Transaction Audit' copy of which has never been supplied to my client. In order to enable my client to provide a detailed reply to the present show cause notice/ notice under reply, you are called upon to immediately provide a copy and details of the alleged 'Transaction Audit'. In the meanwhile, present letter is being issued to you and the same should be treated as interim reply due to incomplete set of documents/ information supplied by you.

AXIS BANK LTD. CORPORATE OFFICE

23/08/2024
12:11 PM

TRUE COPY

4. Without prejudice to the above, following is the reply to specific allegations of irregularity as contained in Annexure-I in the show cause notice-

I. Sale of one of the properties mortgaged with Axis Bank without Bank's NOC during the CIRP.

Reply on behalf of Captain Ammeet K Agarwal is already placed on record addressing this allegation. Further, our conclusion to this matter now would be:

Complete sale proceeds of Rs. 7,86,00,000/- (Rs. Seven Crores Eighty Six Lakhs only) received from the buyer, are available in your own custody through your IRP/RP, in the Corporate Debtor's account with Bank of Baroda. There is no question of siphoning off any funds whatsoever.

Lastly, undertakings submitted before NCLAT in November 2023 by Captain Ammeet K Agarwal, are quite self-explanatory, that proceeds from such sale were being F.D. in NCLAT to secure Axis Bank Ltd's principal loan amount of Rs. 10,49,26,262/- with no other purpose and clear intention to square off your debt.

Hence we would refrain from any further comments other than submitted earlier.

II. Fraudulent Sale of Aircraft
III. Substantial related party transactions and not routing of sale proceeds through bank

The Bank has alleged that an aircraft was ***unauthorizedly*** sold by the suspended directors of M/s Supreme Transport Organisation Pvt. Ltd. to a Netherlands-based entity and the sale proceeds for the same were to transferred to a UK based bank account thereby, bypassing the Bank entirely.

The allegations are frivolous on the face of it for the following reasons-

- The bank has alleged that the sale was unauthorized without mentioning the person concerned or the authority from which an authorization was supposed to be obtained prior to sale of the aircraft. Please take note that selling/ buying of assets which have no relation with the bank are in absolute domain and power of the company and the bank ought not meddle in such affairs of the company much less, declare the account as 'Fraud' on this basis.
- Further, to classify such transaction as 'Fraud' as the funds were routed in a UK based entity instead of the bank is frivolous.
- Furthermore, Mr. Ammeet Agarwal has secured bail in connection with the EOW FIR as stated in the notice under reply and the Ld. Court while granting bail has opined that prima facie the transaction of sale of aircraft is valid.
- Bail order issued by the Chief Metropolitan Magistrate, Esplanade Court Mumbai, time and again, repeatedly mentions failures of Bank officials and specially, the RP Mr. Prashant Jain.

IV. Concealment of vital documents

The allegation of the bank is that the ***borrower*** has concealed vital documents from the Resolution Professional and the Bank ***despite initiation of CIRP.*** That without prejudice to

TRUE COPY

SUPREME
SINCE 1983

From the desk of **KAMAL AGARWAL**

901 Bikaner Bhawan JB Nagar Andheri East Mumbai 400059 INDIA +91 9870821224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in

******

the complete denial of the statement that there is concealment of documents, please take note that even, as arguendo, if it is assumed that there is concealment of documents during CIRP then the Resolution Professional has powers under the Insolvency & Bankruptcy Code, 2016 to seek production of documents and in any event the alleged concealment cannot lead to classification of account as 'Fraud'. The issuance of present Show cause notice is not only misuse of powers granted under the RBI fraud classification circular but also an arm-twisting mechanism resorted to by the bank.

V. **Non-cooperation with Transaction Auditor**

The allegation of the bank is that the borrower did not cooperate with the transaction auditor and concealed true financial position of the Corporate Debtor. Take note that there has been no non-cooperation in the alleged transaction audit and you are put to strict proof regarding this. That without prejudice to the above, take further note that non-cooperation with transaction auditor does not amount to 'Fraud' in terms of the RBI Circular on fraud.

5. Please take note that the notice under reply in Annexure-I states that only Addressee No. 1 being M/s Supreme Transport Organization Pvt. Ltd. is proposed to be classified as 'Fraud' and the other addresses are not proposed to be declared as 'Fraud'. That corporate insolvency resolution process is going on in respect of M/s Supreme Transport Organization Pvt. Ltd. and thus, the Resolution Professional is legally entitled to represent the company however, the preset reply is being issued to you as the 'Fraud' classification gravely prejudices the interest of my client as well as the principal borrower.

6. It is clear from the above that the notice under reply is a complete misadventure and thus, you are requested to withdraw the notice under reply immediately upon receipt of the present communication.

******

7. I, Mr. Kamal Agarwal, in the capacity of being 52% share holder along with an Ex- Chairman & Managing Director of M/s Supreme Transport Organisation Pvt. Ltd. (hereinafter, 'Corporate Debtor') vide the present communication is proposing to settle the dues of the Corporate Debtor as per the terms mentioned in the following paragraphs.

The proposal is based on the true, factual position of the Corporate Debtor, which is not only ignored by the Resolutional Professional, for reasons best known to him, but also by your bank officials and other relevant parties under influence of the Resolutional Professional. Summary of such financial position of the corporate debtor is laid out for your quick reference, followed by a detailed table for your perusal. Summary:

A = TOTAL ASSETS AS ON DATE - FREE & CLEAR	= Rs. 51,25,00,000.00/-
B + C = ASSETS AS ON DATE SUBJECT TO LEGAL PROCEEDINGS	= Rs. 28,89,11,099.00/-
E = TOTAL LIABILITIES AS ON DATE (WITHOUT INTEREST)	= Rs. 35,71,10,047.91/-
F = INTEREST CLAIMS (on Liabilities as per Audited Financials)	= Rs. 38,47,95,806.75/-
D = Assets illegally claimed belonging to 3rd party by R.P.	= Rs. 16,24,80,702.00/-
G = Company's Capital siphoned off (pending before High Court)	= Rs. 7,87,60,388.00/-

TRUE COPY

901 Bikaner Bhawan JB Nagar Andheri East Mumbai 400059 INDIA +91 9870811224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in

******

#	Description of the property	Approx Value in Rs.
1	SB #34 Akshay Mittal Industrial Estate, Andheri East, Mumbai 400059	1,75,00,000
2	#1839 sector KWC, Kalamboli, Navi Mumbai	1,00,00,000
3	SB #32 Akshay Mittal Industrial Estate, Andheri East, Mumbai 400059	1,75,00,000
4	103/1/2/A & 102/2A & 103/2 Khanavale, Tehsil Panvel, District Raigad, Maharashtra	14,00,00,000
5	SY No. 277/2/1/A, Near Nissarg Hotel, Agra Road, Malegaon CS No 49, Wavikar lane, Guruwar Ward, Paanch Kandil, Malegaon	6,90,00,000 77,00,000
6	D 338 Aara Machine Wali Gali, Man Pawana Road, Opposite Shabad Dairy, Bharti Vihar, Bawana Road, Shabad Doulatpur, Delhi 110 042	5,00,00,000
7 8	Survey #136/A, Opp. Varsha Fashion, Near Shyam Estate, Pipalaj-Pirana-Dholka Road, Paldi-Kankaj, Dascrol, Ahmedabad 382427	5,40,00,000
9	Plot No. 29, Transport Nagar, Pali, Rajasthan	
10	Plot No. 28, Transport Nagar, Pali, Rajasthan	
11	Plot No. 27, Transport Nagar, Pali, Rajasthan	
12	Plot No. 31, Transport Nagar, Pali, Rajasthan	6,00,00,000
13	#A/9, Khasra #1868/14, Khede Road, RICO, Balotra, Badmer, Rajasthan	
14	Plot No. A-5, Khasra No. 14/1/1, Khede Road Temavass, Balotara, Badmer, Rajasthan	
15	Plot No 253, LRD LayOut, Kartik nagar, Outer ring road Marathahalli-Bangalore-560037	2,25,00,000
16	PLOT NO 91 & 98 DEVRAJ INDUSTRIAL PARK, PIPLAJ – PIRANA ROAD, PIPLAJ, AHMEDABAD	4,43,00,00
17	301 Vardhaman Chambers, 127B, Kalyan street, Masjid East, Mumbai 400009	18,00,000
18	Gala No. 6 A Wing, K K Industrial Estate, Opp Military Talav, Sector 24 Ulhasnagar 421003	32,00,000
19	B 72, Hathikhana Main Rd, Shreeji Market Harni Rd, Nageshwar Society, Guru Krupa Society, Bapunagar, Vadodara 390006	32,00,000
20	Plot #21, Om Shanti Nagar (DTCP #237/2005, M.P. 161) Survey #246/2 & 264/7 situated at #91, Anjur Village, Chengalpattu Talkua Kanchipuram, TAMIL NADU	80,00,000
21	Motor Vehicle #KA03MW5277 Toyota Innova	
22	Motor Vehicle #KA03MP9789 Nissan Sunny	
23	Motor Vehicle #TN04AQ4448 Maruti S Cross	38,00,000
24	Motor Vehicle #KA03JC2357	
25	Motor Vehicle #DL 8C AB 3868 Toyota Innova	
A	**Total Property Transfer/sale/Value**	**51,25,00,000**

	OUTSTANDING FROM GOVT /AVIATION WORK	Principal	Interest	Total
1	ANDHRA PRADESH AIRPORTS DEV CORP LTD	1,25,97,464	1,22,44,735.01	2,48,42,199.01
2	BHOGAPURAM INTER AIRPORT CORP LTD	71,29,228	84,52,383.42	1,55,81,611.42
3	PWP & IWTD KALABURAGI, KARNATAKA		49,58,156.20	49,58,156.20
4	DIRECTORATE OF CIVIL AVIATION, Rajasthan	12,23,531	14,41,110.01	26,64,641.01
5	GOA TOURISM DEV CORP Performance Security	10,00,000	13,40,350.68	23,40,350.68
	TOTAL MSME OUTSTANDING	**2,19,50,223**	**2,84,36,735**	**5,03,86,958.00**
6	ANDHRA PRADESH AIRPORTS DEV. CORP LTD	50,00,000		50,00,000
7	DHAVAL GADA ENTERPRISES PVT LTD	1,00,00,000		1,00,00,000
8	DIRECTORATE OF CIVIL AVIATION, Rajasthan	25,00,000	25,00,000	25,00,000.00
9	**NEW INDIA ASSURANCE INSURANCE CLAIM**	**11,18,00,000**	**13,25,42,694.54**	**24,43,42,695**
	TOTAL OTHER OUTSTANDING/RECOVERY	**12,93,00,000**	**31,85,58,823**	**26,18,42,695**
B	OUTSTANDING FROM GOVT /AVIATION WORK	**15,12,50,223**	**34,69,95,558**	**49,82,45,781**
C	**RECOVERY from KOTAK MAHINDRA (DRT/DRAT)**	**13,76,60,876**	**15,75,79,393.28**	**29,52,40,269**
D	**2010 Cessna Grand Caravan C208B2174 #VT-SAI** **Squared off as per audited financials to S4 Aviation & Logistics Inc**			

	Financial Debt/ Loan/ Liabilities upto 25/08/2024	**Principal**	**MsME Interest 25/08/24**	**Total upto 25/08/24**
1	S4 Aviation Service Pvt Ltd	6,22,26,003.00	4,48,11,397.67	10,70,37,400.67
2	Sangeeta Aviation Services Pvt Ltd	13,00,76,537.07	18,65,64,120.86	31,66,40,657.93
3	S4 Aviation & Logistics Inc (Aircraft Lease) in US$	$4,55,000.00		3,82,20,000.00
4	Supreme Aviation India	2,04,77,913.84	34,57,347.00	2,39,35,260.84
5	Supreme Trailor Service	3,49,48,332.00	4,93,89,203.21	8,43,37,535.21
6	Malchand Textile Mills	40,00,000.00	2,50,00,000.00	2,90,00,000.00
7	Axis Bank Ltd (Claim submitted before NCLT)	10,49,26,262.00	7,55,73,738.00	10,49,26,262.00
E	Total Debt/Loan Payable/Liabilities	35,71,10,047.91	38,47,95,806.75	

SUPREME
SINCE 1983

From the desk of **KAMAL AGARWAL**

901 Bikaner Bhawan JB Nagar Andheri East Mumbai 400059 INDIA +91 98[illegible]224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in

******

Recovery from Frauds/siphoning off/accused	Principal	Total
Anand Agrawal Ravindra Anand Agrawal Late Satish Kisanlal Agrawal Arun Kisanlal Agrawal	5,47,38,644	Pending before Bombay High Court vide Recovery suite
Vimal Jagdish Agrawal	1,86,26,908	FIR #155/2023 registered with sahar police station; ABA + BA rejected; Pending before Bombay High Court
Girish Jagdish Agrawal	22,14,824	
Nupur Vimal Agrawal	11,05,072	
Samixa Girish Agrawal	8,79,970	
Pinki Jagdish Agrawal	11,94,970	
G Company's Capital siphoned Off by Ex-Director's / Frauds		7,87,60,388
Company's PAID UP Capital siphoned Off by EX-Director's to be recovered		7,00,00,000

8. **TOTAL SETTLEMENT AMOUNT - BASED ON ABOVE FINANCIAL POSITION:**

Settlement of all-inclusive, entire dues of Axis Bank Ltd, Majority COC member for **Rs. 13,05,00,000** (Rupees Thirteen Crores Five Lakhs only) + Settlement of all-inclusive, entire dues of ICICI Bank Ltd, Minority COC member for **Rs. 25,00,000** (Rupees Twenty Five Lakhs only) = Total **Rs. 13,30,00,000** (Rupees Thirteen Crores, Thirty Lakhs only). This amount shall be towards full and final settlement of dues to both Axis Bank Ltd and ICICI Bank Ltd. The above shall be inclusive of all expenses incurred by the Interim Resolution Professional along with the estimated expenses to be incurred till the date of filing of withdrawal application under Section 12A of the Code.

9. **SOURCE OF FUNDS**

In order to fulfil the commitment made above, the following are the sources of funds-

- **25% from Personal funds-** An amount of US$ 330,000/- equivalent to INR Rs. 2,80,00,000/- (Rs. Two Crores Eighty Lakhs Only) shall be wired to Axis Bank Ltd immediately, along with a DD of Rs. 50,00,000 (Rs. Fifty Lakhs Only) **to be handed over, immediately upon approval of this proposal by Axis Bank Ltd, through their advocates, in NCLAT/NCLT.** Total amount of Rs. 3,30,00,000/- (Rs. Three Crores Thirty Lakhs Only) to be paid **immediately upon approval of this proposal through undertaking of withdrawal of all petitions before NCLT, NCLAT, DRT and other legal forums by Axis Bank Ltd.**

- **75% Proceeds from short term External Borrowing -** Borrowings of Rs. 10,00,00,000/- (Rs. Ten Crores Only), within 45 days from the date the Company Petition for initiating insolvency is allowed to be withdrawn, the undersigned undertakes to get the amount deposited directly in the bank account provided by Axis Bank Ltd.

TRUE COPY

SUPREME
SINCE 1983

From the desk of **KAMAL AGARWAL**

901 Bikaner Bhawan JB Nagar Andheri East Mumbai 400059 INDIA +91 98[illegible]224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
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10. **TIMELINES FOR COMPLIANCE**

The entire amount as mentioned above shall be paid ***within a period of 45 Days*** from the date the Company Petition for initiating insolvency is allowed to be withdrawn.

- An amount of **Rs. 3,30,00,000/- (Rs. Three crores Thirty Lakhs Only) will be paid immediately upon approval of this proposal through undertaking of withdrawal of all petitions before NCLT, NCLAT, DRT and other legal forums by Axis Bank Ltd.**

- The remaining amount of **Rs. 10,00,00,000 (Rs. Ten Crores) will be paid within a period of 45 Days** from the date the Company Petition for initiating insolvency is allowed to be withdrawn.

11. **PENALTY IN CASE OF BREACH OF TIMELINES**

In case of any breach of the timelines mentioned above, Axis Bank Ltd. would have the right to move to the Adjudicating Authority for revival of Corporate Insolvency Resolution Process in respect of the Corporate Debtor.

12. **RECEIPT OF THE ENTIRE AMOUNT**

That on receipt of the entire amount as mentioned above, Axis Bank along with ICICI Bank Ltd will issue a No-dues certificate to the undersigned towards full and final payment of its dues. Axis Bank & ICICI Bank will also release all the securities including personal guarantees.

You are requested to consider the present proposal favourably as the Corporate Debtor is a going concern having considerable market presence and goodwill being in the business for more than 41 years. Further, the present proposal is in terms of the intent of Insolvency and Bankruptcy Code, 2016 i.e. to put the Corporate Debtor back on its feet.

In view of above, the undersigned requests you to conduct a meeting of committee of creditors at the earliest to consider the present settlement proposal. In case the proposal is considered favourably, the undersigned further requests that COC may vote for withdrawal of the subject matter in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 and Rules/Regulations thereunder.

In case of any additional information, the undersigned is available for your service.

Yours Sincerely,

KAMAL AGARWAL
Ex- CHAIRMAN & MANAGING DIRECTOR
Supreme Transport Organisation Pvt Ltd

TRUE COPY

NATIONAL COMPANY LAW APPELLATE TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI

I.A. No. 6573 of 2024
IN
Comp. App. (AT) (Ins.) No. 1216 of 2023

In the matter of:

Ammeet Kamal Agarwal
Suspended Director of Supreme Transport Organisation Pvt. Ltd. **....Appellant**
Vs.
Axis Bank Ltd. & Anr. **...Respondents**

For Appellant	**Mr. Devashish Chauhan, Mr. Paras Mithal, Advocates.** **Mr. Anand M. Mishra, Advocate for Applicant in IA No.531 of 2023**
For Respondents	**Mr. Anuj P. AXgarwala, Advocate for R1** **Mr. Savar Mahajan, Advocate for RP** **Mr. Jay Savla, Sr. Advocate with Mr. Rishi Sood, Advocate for Intervenor in IA No. 5810 of 2023**

ORDER

(Hybrid Mode)

19.09.2024: Learned Counsel for the Appellant submits that he may be given time till Monday i.e. 23.09.2024 to deposit the Demand Draft of Rs.3.30 Crore in Indian Currency with the Axis Bank to enable the Bank to consider the proposal. Time is extended till 23.09.2024.

2. Learned Counsel for the Applicant is directed to supply the copy of the application to all the intervenors and the Respondents.

3. List the IA on 24.09.2024.

In the meantime, interim direction granted on 13.09.2024 shall continue.

[Justice Ashok Bhushan]
Chairperson

[Arun Baroka]
Member (Technical)

Anjali/nn

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NATIONAL COMPANY LAW APPELLATE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

I.A. No. 6573 of 2024
In
Company Appeal (AT) (Insolvency) No. 1216 of 2023

IN THE MATTER OF:

Ammeet Kamal Agarwal
Suspended Director of
Supreme Transport Organisation Pvt. Ltd. ...Appellant

Versus

Axis Bank Ltd. & Anr. ...Respondents

Present:

For Appellant : **Mr. Devashish Chauhan and Mr. Paras Mithal, Advocates.**

For Respondents : **Mr. Savar Mahajan, Advocate for RP.**

Mr. Rishi Sood, Advocate for Intervenor in I.A. 5810/2023.

Mr. Aayush Agarwala, Mr. Anuj P. Agarwala and Ms. Mallika Luthra, Advocates for R-1.

O R D E R
(Hybrid Mode)

27.09.2024: Counsel for the Bank submits that the amount has been received today morning itself and Bank is looking in the same.

As prayed, list this Application on **03rd October, 2024.**

Interim Order to continue.

Learned Counsel for the Intervenor seeks liberty to file an Affidavit, which may be done before the next date fixed.

[Justice Ashok Bhushan]
Chairperson

[Barun Mitra]
Member (Technical)

[Arun Baroka]
Member (Technical)

himanshu/nn

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IN THE NATIONAL COMPANY LAW APPELLATE TRIBUNAL
AT NEW DELHI
PRINCIPAL BENCH AT NEW DELHI
APPELLATE JURISDICTION
IA NO. _____/2024
IN
COMPANY APPEAL (AT) INSOLVENCY NO. 1216/ 2023

IN THE MATTER OF:

AMMEET KAMAL AGARWAL, ...APPELLANTS
SUSPENDED DIRECTOR OF SUPREME
TRANSPORT ORGANISATION PVT. LTD.

VERSUS

AXIS BANK LTD. & ANR. ...RESPONDENTS

AND IN THE MATTER OF:

KAMAL NAGARMAL AGARWAL ...APPLICANT

VERSUS

SSARVI RESOLUTION SERVICES LLP & ANR. ...RESPODNENTS

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N.D.O.H-17.10.2024

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THROUGH

CHAMBERS OF DEVASHISH CHAUHAN
Advocates for the Applicant
A- 114, Defence Colony, New Delhi- 110024
Phone: +91 8130444444, 9548585363
Email: devashish@chambersofdc.com
paras@chambersofdc.com

Place: New Delhi
Dated: 11/09/2024

IN THE NATIONAL COMPANY LAW APPELLATE TRIBUNAL
AT NEW DELHI
PRINCIPAL BENCH AT NEW DELHI
APPELLATE JURISDICTION
IA NO. _____/2024
IN
COMPANY APPEAL (AT) INSOLVENCY NO. 1216/ 2023

IN THE MATTER OF:
AMMEET KAMAL AGARWAL, ...APPELLANTS
SUSPENDED DIRECTOR OF SUPREME
TRANSPORT ORGANISATION PVT. LTD.

VERSUS

AXIS BANK LTD. & ANR. ...RESPONDENTS

AND IN THE MATTER OF:
KAMAL NAGARMAL AGARWAL ...APPLICANT

VERSUS

SSARVI RESOLUTION SERVICES LLP & ANR. ...RESPODNENTS

MEMO OF PARTIES

KAMAL NAGARMAL AGARWAL
Address: 901, Bikaner Bhawan, Opp. Jain
Temple, J.B. Nagar, Andheri (E), Mumbai,
Maharashtra - 400 059 ...Applicant

Versus

1. **SSARVI RESOLUTION SERVICES LLP**
   Resolution Professional of M/s Supreme
   Transport Organisation Pvt. Ltd.
   Address at: A-501, Shanti Heights, Plot No. 2,
   3, 9b/10, Sector 11, Koparkharine, Navi
   Mumbai, Maharashtra- 400709
   Email: supremetransportorg.cirp@gmail.com

2. **AXIS BANK LTD.**
   Axis House, Wadia International Center,
   P.B. Marg, Worli, Mumbai -400 025
   Email: santosh.nangare@axisbank.com

...Respondents

THROUGH

CHAMBERS OF DEVASHISH CHAUHAN
Advocates for the Applicant
A- 114, Defence Colony, New Delhi- 110024
Phone: +91 8130444444, 9548585363

Email: devashish@chambersofdc.com
paras@chambersofdc.com

Place: New Delhi
Dated: 11/09/2024

IN THE NATIONAL COMPANY LAW APPELLATE TRIBUNAL
AT NEW DELHI
PRINCIPAL BENCH AT NEW DELHI
APPELLATE JURISDICTION
IA NO. _____/2024
IN
COMPANY APPEAL (AT) INSOLVENCY NO. 1216/ 2023

IN THE MATTER OF:

AMMEET KAMAL AGARWAL, ...APPELLANTS
SUSPENDED DIRECTOR OF SUPREME
TRANSPORT ORGANISATION PVT. LTD.

VERSUS

AXIS BANK LTD. & ANR. ...RESPONDENTS

AND IN THE MATTER OF:

KAMAL NAGARMAL AGARWAL ...APPLICANT

VERSUS

SSARVI RESOLUTION SERVICES LLP & ANR. ...RESPODNENTS

INTERLOCUTORY APPLICATION ON BEHALF OF APPLICANT UNDER RULE 31 R/W RULE 11 OF THE NCLAT RULES, 2016 SEEKING DIRECTIONS UPON THE RESPONDENTS

The Applicant above names states as follows

1. **RELIEFS SOUGHT**

   1.1 Direct that the Corporate Insolvency Resolution Process in respect of M/s Supreme Transport Organization Pvt. Ltd. be stayed till conclusion of consideration of Settlement proposal dated 21.08.2024 by the Respondent No. 2;

   1.2 Direct that the last date for submission of resolution plans be extended till consideration of Settlement proposal dated 21.08.2024 by the Respondent No. 2;

   1.3 Direct the Respondent No. 2 to consider the Settlement proposal dated 21.08.2024 at the earliest;

1.4 Pass such other orders as this Hon'ble Tribunal may deem fit and proper given the facts and circumstances of the present case.

2. **BRIEF FACTS**

2.1 That the Applicant/ Appellant is a suspended director of the Corporate Debtor which is a company incorporated under the provisions of Companies Act, 1956 and is carrying on the business of transport, logistics and aviation passenger airlines.

2.2 The captioned Appeal had been filed under Section 61 of the I&B Code, 2016 against the Impugned Order dated 08.09.2023 passed by the Ld. NCLT, Mumbai Bench (hereinafter, 'Adjudicating Authority') whereby, the Ld. Adjudicating Authority admitted the Company Petition seeking initiation of Corporate Insolvency Resolution Process in respect of the Corporate Debtor in a mechanical manner without appreciating the point of law and that the value of list of assets and receivables of the Company which far exceed the debt due to the Respondent No. 1.

Background of Corporate Debtor:

2.3 That the Corporate Debtor has been in the business of transport, logistics and aviation passenger airlines since long being incorporated in 2008 and over a period of time has accumulated considerable market share and goodwill.

2.4 The flying business model of the Corporate Debtor is unique and one of its kind. A total of 11 cities namely Jaipur, Jodhpur, Udaipur, Bikaner, Kota, Sri Ganganagar, Jaisalmer, Agra, Ahmedabad, Delhi and Ranthambore

are connected through 18 flightsby the Corporate Debtor.

2.5 That besides the flying business, the Corporate Debtoris also in the business of Airport Development. Prior to admission in CIRP the Corporate Debtor had submitted bids to the State government of Chhattisgarh for various airport works at Ambikapur, Bilaspur and Jagdalpur and is qualified for various airport works with the State government of Haryana at Narnaul, Bhiwani, Karnal, Pinjore and Hisar.

2.6 That in order to foray in the business of flyingpassengers, the Corporate Debtor purchased its first Cessna airplane from the US in Oct 2015 and thereafter, it took some time in process of obtaining certification etc. and the first flight took place in September 2016.

Reason why loan facility was availed

2.7 That the Corporate Debtor in order to expand the business and purchase one more Cessna Grand Caravan Aircraft got in touch with the Respondent No. 1 bank. The Respondent No. 1 Bank vide Loan Sanction Letter dated 27.03.2017 sanctioned an aggregate amount of Rs. 24.90 Crores out of which Rs. 12.50 Crores was term loan for purchase of Cessna Grand Carvan Aircraft and Rs. 12.40 Crores was to be disbursed through Invoice Bill discounting facility for working capital purpose.

Proceedings before NCLT & settlement offers

2.8 That there was a default in repayment and the Respondent No. 2 thereafter, filed an Application under Section 7 of the I&B Code, 2016 seeking initiation of the

Corporate Insolvency Resolution Process in respect of the Corporate Debtor.

2.9 The Ld. Adjudicating Authority vide order dated 08.09.2023 admitted the Company Petition filed by Respondent No. 1 and appointed Respondent No. 1 as the RP.

2.10 That in order to revive the Corporate Debtor and take the company out ofcorporate insolvency resolution process, submitted three Settlement proposals to the Respondent No. 2 Bank. The first proposal dated 14.12.2023 was rejected vide email 21.12.2023. The Second proposal dated 22.12.2023 was rejected vide email dated 04.01.2024. The Applicant made third proposal dated 02.03.2024 however, the said proposal was again rejected in COC meeting with an observation that a substantial amount for OTS be deposited upfront.

True Copy of Settlement Proposal dated 02.03.2024 submitted by the Applicant is annexed herewith as **Annexure-1**

True Copy of Minutes of 5th COC meeting dated 17.05.2024 is annexed herewith as **Annexure-2.**

2.11 The Applicant in view of the above observation made above, a Settlement proposal dated 21.08.2024 was again made to the Respondent No. 2 Bank. The said proposal is detailed and contains provisions for full and Final Settlement of not just Respondent No. 2 bank but also ICICI bank which holds 3.4% in the COC.

True Copy of Settlement Proposal dated 21.08.2024 is annexed herewith as **Annexure-3.**

2.12 That in view of Settlement proposal dated 21.08.2024, the Respondent No. 1 bank reverted vide email dated 28.08.2024 observed that the Settlement proposal must provide for undertaking for revival of not just case

before NCLT but revival of other proceedings (such as pending before DRT) in case of default and inclusion of source of funds.

True Copy of Email dated 28.08.2024 by Respondent No. 2 bank to the Applicant is annexed herewith as **Annexure-4.**

2.13 The Applicant in response to the above vide email dated 03.09.2024 undertook that breach of conditions of the Settlement proposal would give rise to revival of all proceedings.

True Copy of Letter dated 03.09.2024 issued by the Applicant is annexed herewith as **Annexure-5.**

2.14 That in response to the Settlement proposal and the clarification, the Resolution Professional called a meeting of Committee of Creditors on 11.09.2024 vide Notice dated 09.09.2024. The only agenda for the said meeting was to discuss the settlement proposed by the Suspended Director.

True Copy of Notice dated 09.09.2024 for 7th COC meeting is annexed herewith as **Annexure-6.**

2.15 The meeting was held on 11.09.2024 wherein, the Suspended director through his authorised representative presented the Settlement proposal and the Respondent No. 2 Bank undertook to take approval for the same from higher authorities. That the parties i.e. the suspended management and the Respondent No. 2 bank are thus, in advanced talks for settlement and there is every likelihood of settlement between the parties thus, paving way for withdrawal of the corporate insolvency resolution process.

2.16 The applicant in order to seek expeditious approval for the settlement proposal wrote an email to Respondent No. 2 bank dated 11.09.2024.

True copy of Email dated 11.09.2024 written by the Applicant to the Respondent No. 2 is annexed herewith as **Annexure-7.**

2.17 It is therefore, in interest of all the stakeholder that the corporate insolvency resolution process be halted till conclusion of the said settlement talks which are admittedly at an advanced stage.

2.18 Further, the above is being prayed for as the last date for submission of Resolution plans is 15.09.2024 and the Applicant being one of the prospective resolution applicants cannot sail in two boats i.e. make a settlement proposal as well as a resolution plan. That since the approval of settlement proposal and the last date for submission of resolution plans is clashing it is requested that the date for submission of resolution plans be extended. Email dated 21.08.2024 extending last date of submission of resolution plan to 15.09.2024 is annexed herewith as **Annexure-8.**

Background of the Appellant/ Applicant

2.19 The member of suspended management is a certified pilot and thus, he is the best suited person for revival of the Corporate Debtor. The Appellant started flying at the age of 17 years in Dallas, Texas, United states of America, after his brief stint with Bombay Flying Club and Ahmedabad Aviation Academy in India. Upon obtaining his Commercial Pilots' License at age of 18 from the Federal Aviation Administration (FAA, UsA), the Appellant/ Applicant purchased his first two Cessna 172SP Skyhawk aircraft in Dallas TX, started his own pilot training academy, aircraft maintenance, aircraft sales and other activities, under the brand name of Supreme Aviation.

2.20 The Applicant being aware of the technical know-how and having run the Corporate Debtor for a number of years is thus, the best suited person for the revival of the Corporate Debtor. Furthermore, the 12A proposal is in sync with the intent of the Code, in as much as the Corporate Debtor is a registered MSME and thus, even the Legislative intent is to allow the promoters of such entities to get back the control of the Corporate Debtor.

2.21 That in view of the cumulative value of the assets of the Corporate Debtor and receivables the Appellant far exceeding the liability of the Corporate Debtor and it being an MSME, the Appellant/ Applicant ought to be permitted to take back control of the Corporate Debtor when he is willing to pay the entire dues as claimed by the Respondent No. 1.

3. BASIS ON WHICH INTERIM ORDERS PRAYED FOR

3.1 That the main prayer in the captioned IA is with respect to direction being passed upon the Respondents as the last date for submission of resolution plans is 15.09.2024 and the same is clashing with the settlement talks between the suspended management and the Respondent No. 2. The Applicant being a prospective resolution applicant would suffer grave prejudice if the Corporate insolvency resolution process is not stayed till final conclusion of consideration on the settlement proposal as the same would preclude the Applicant from submitting a resolution plan while negotiating a settlement proposal.

3.2 The basis for the above is that the member of suspended management/ son of the applicant being a certified pilot himself has the intention of taking the

Corporate Debtor out of the clutches of the I&B Code and non-consideration/ delay in considering the Settlement Proposal while going ahead with the corporate insolvency resolution process is counterintuitive and would unnecessarily lead to high CIRP cost.

4. BALANCE OF CONVENIENCE, IF ANY:

4.1 That the present application is bonafide and made in interest of justice and equity and balance of convenience is also in favour of the Appellant/ Applicant.

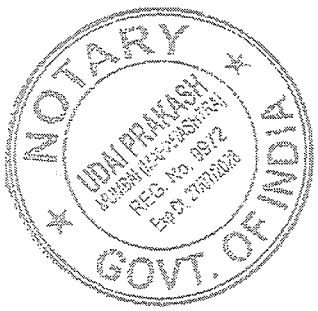
4.2 That in case the reliefs prayed for by way of the present Application are not granted, not only the Applicant, but the Corporate Debtor and its stakeholders shall suffer irreparable loss and injury. The Applicant being a suspended direction has the intention of taking the Corporate Debtor out of the clutches of the I&B Code and non-consideration/ delay in considering the Settlement Proposal while going ahead with the corporate insolvency resolution process is counterintuitive and would unnecessarily lead to high CIRP cost. Thus, the balance of convenience is highly tilted in favour of the Applicant.

4.3 Therefore, in light of the facts and circumstances stated above, the Applicant most respectfully prays that the instant application be allowed and the reliefs prayed for be granted.

Applicant

Place: Mumbai
Date: 11/09/2024

THROUGH



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A- 114, Defence Colony, New Delhi- 110024
Phone: +91 8130444444, 9548585363
Email: devashish@chambersofdc.com
paras@chambersofdc.com

DECLARATION BY APPLICANT: -

The appellant above named hereby solemnly declares that nothing material has been concealed or suppressed and further declare(s) that the enclosures and typed set of material papers relied upon and filed herewith are true copies of the original(s)/fair reproduction of the originals / true translation thereof.

Verified at Mumbai on this at 11 day of September 2024.

COUNSEL FOR THE APPELLANT/ APPLICANT

APPLICANT

VERIFICATION

I, Kamal Nagarmal Agarwal, the Applicant herein, having address at 901, Bikaner Bhawan, Opp. Jain Temple, J.B. Nagar, Andheri (E), Mumbai, Maharashtra-400059, do hereby verify that the contents of the paras 1 to 4 are true as derived from official record/ believed to be true on legal advice and that I have not suppressed any material facts. Last paragraph is the prayer.

Verified and signed at Mumbai on this 11 day of September 2024

APPLICANT

Place: Mumbai
Date: 11/09/2024

Counsel for the Applicant

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IN THE NATIONAL COMPANY LAW APPELLATE TRIBUNAL
AT NEW DELHI
APPELLATE JURISDICTION
IA NO. ____/2024
IN
COMPANY APPEAL (AT) INSOLVENCY NO. 1216/ 2023

IN THE MATTER OF:

AMMEET KAMAL AGARWAL, ...APPELLANTS
SUSPENDED DIRECTOR OF SUPREME
TRANSPORT ORGANISATION PVT. LTD.

VERSUS

AXIS BANK LTD. & ANR. ...RESPONDENTS

AND IN THE MATTER OF:

KAMAL NAGARMAL AGARWAL ...APPLICANT

VERSUS

SSARVI Resolution Services LLP & Anr. ...RESPODNENTS

AFFIDAVIT

I, Kamal Nagarmal Agarwal, the Applicant herein, having my address at 901, Bikaner Bhawan, Opp. Jain Temple, J.B. Nagar, Andheri (E), Mumbai, Maharashtra - 400 059 do hereby solemnly affirm and state as under:

1. I say that I am the Applicant herein and as such, I am well conversant with the facts and circumstances of the present Appeal and competent to swear this affidavit.
2. I say that I have gone through the contents of the Application and the same are true and correct. I say that the contents of the accompanying application have not been reproduced herein for the sake of brevity, the same may however be read as part and parcel this affidavit.
3. I say that the annexures filed with accompanying Application are true and correct copies of their respective originals.

DEPONENT

VERIFICATION:-

Verified here at Mumbai on this 11th September of 2024, that the contents of paragraphs 1 to 3 of this affidavit are true and correct to my knowledge and relief and nothing material has been concealed therefrom.

DEPONENT

BEFORE ME

11/9/24

UDAIPRAKASH (M.A.LL.B.)
ADVOCATE & NOTARY GOVT. OF INDIA
MUMBAI (MAHARASHTRA)
REG. No. 9972
Room No. 10, S. No.94, Ishwadi, Kharedi Village, Marve Road, Malad (W), Mumbai - 400 095

NOTARIAL REG. NO. 38
Sr. No. 16051 Page No. 64
Date: 11/09/2024

NOTARY UDAI PRAKASH Mumbai (Maharashtra) Regd. No. 9972 GOVERNMENT OF INDIA

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

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"By Registered Speed Post with Ack. Due & Email"

Ref. No.: AXISB/SAG/SN/2024-25/92 Date: 06th June 2024

1. **Supreme Transport Organisation Private Limited** Having its registered office at 5/B-34, Akshay Mittal Industrial Estate, M. V. Road, Andheri East, Mumbai – 400059.	2. **Mr. Kamal Nagarmal Aggarwal** 703, Sankalp Mistry Complex, J.B. Nagar, Andheri East, Mumbai – 400059.
3. **Mr. Ammeet Kamal Agarwal** 703, Sankalp Mistry Complex, J.B. Nagar, Andheri East, Mumbai – 400059.	4. **Mr. Akash Kamal Agarwal** 703, Sankalp Mistry Complex, J B Nagar, Andheri East, Mumbai – 400059.
5. **Mr. Vimal Kumar Agarwal** B-306, Sai Krupa Elite, Doddenkundi, Ferncity Road, Marathahalli, Bengaluru – 560037.	6. **Mr. Girish Jagdishkumar Agarwal** S. No. 309-3+312-28 P. No. 4, Dabriwala Bhavan, Near State Bank of India, Malegaon, Nashik – 423203.
7. **Satish Kisanalal Agrawal** Dabriwala Bhavan, Near SBI, Malegaon, Nashik 423203	8. **Anandkumar Nagarmal Agrawal** Dabriwala Bhavan, Near SBI, Malegaon, Nashik 423203
9. **Arunkumar Kisnalal Agrawal** 309,12/4, Sangameshwar Camp, W No 1/1, Tal Malegaon, Nashik, 423203	

Email: id: mumbai@stopl.in;iparashantjain@gmail.com; supremetransportora.cirp@gmail.com; ssarviresolution@gmail.com , ammeet@supremeaviation.com.

Sir/Madam,

Sub: Notice to Show Cause with respect to Fraud Classification pursuant to the Reserve Bank of India ("RBI") Master Directions on Frauds – Classification and Reporting by commercial banks and select FIs dated July 1, 2016 bearing no. RBI/DBS/2016-17/28 DBS.CO.CFMC.BC.No.1/23.04.001/2016-17 ("RBI Fraud MD")

We, Axis Bank Limited ("**Bank**") a company incorporated under the Companies Act, 1956 and carrying on its Banking business under the Banking Regulation Act, 1949 and having its Registered office at Trishul, 3rd Floor, Opp. Samartheshwar Temple, Near Law Garden, Ellis Bridge, Ahmedabad-380006 and having its Structured Assets Group at corporate office at 7th Floor, South Tower, Axis House. C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai-400025 issue this Show Cause Notice as under:

The addressee No.1 carrying on business in the name of M/s. Supreme Transport Organisation Private Limited ("**Borrower/ Company**") had approached the Bank for availing credit facilities as more particularly described below, and after due consideration, the Bank sanctioned the below mentioned credit facilities on terms and conditions as mentioned in the financing documents. The terms & conditions of the said financing documents were duly acknowledged and accepted by the parties thereto. The facilities were renewed/enhanced from time to time and the same has been duly accepted by the parties thereto.

7th Floor AXIS House C-2 Wadia International Centre Pandurang Budhkar Marg Mumbai Maharashtra. India 400025
REGISTERED OFFICE : "Trishul" - 3rd Floor Opp. Samartheswar Temple, Near Law Garden, Ellisbridge, Ahmedabad - 380006 Telephone No. 079-26409322 Fax No. - 079-26409321
CIN: L65110GJ1993PLC020769 Website - www axisbank comMaharashtra . India 411004

AXIS BANK

The details of the credit facilities availed from the Bank are as follows:

(Rs. in Lakhs)

			Financing Documents Reference	
Sr.No.	Nature of Credit Facilities	Sanctioned Limits	Sanction Letter/ Loan Agreement	Guarantee
1.	Term Loan	1187	AXISB/SME/MUM-IB/AS/2017-18	Mr. Ammeet Kamal Agarwal Mr. Kamal Nagarmal Aggarwal Mr. Akash Kamal Agarwal Mr. Vimal Kumar Agarwal Mr. Girish Jagdishkumar Agarwal

The addressee No. 02 to 09 being Mr. Ammeet Kamal Agarwal, Mr. Kamal Nagarmal Aggarwal, Mr. Akash Kamal Agarwal, Mr. Vimal Kumar Agarwal, Mr. Girish Jagdishkumar Agarwal, Satish Kisanalal Agrawal, Anandkumar Nagarmal Agrawal, Arunkumar Kisnalal Agrawal ("Promoters, suspended directors") had been associated with the Borrower Company in its capacity as Promoters, suspended directors.

We draw your attention to the RBI's Master Direction on Frauds – Classification and Reporting by Commercial banks and select FIs. In this regard, please note that investigation has been undertaken with respect to the credit facilities and the loan accounts, and various irregularities have been observed requiring you/ the credit facilities/ account to be classified as fraud pursuant to the RBI Master MD. Please find attached as **Annexure-I** a synopsis of the irregularities/ investigation findings concerning you.

We hereby call upon you to show cause as to why you/the credit facilities/ account should not be classified as fraud and further action (including regulatory & law enforcement reporting) should not be taken in accordance with the RBI Fraud MD. Please refer to Annexure-I for the irregularities/ causes requiring such fraud classification and related action.

Should you desire to attend to represent yourself/ respond with your submissions to this Show Cause Notice, we request you to please revert within a period of 15 days from the date of issuance of this Show Cause Notice at the following address:

Attention: Santosh Nangare
Designation: Assistant Vice President
Department: Structured Assets Group
Address: 7th Floor, C-2, Axis House, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai – 400 025.
Mobile No.-+ 91 9820413949
Email id: santosh.nangare@axisbank.com

If we do not hear from you within this time frame, we will presume that you have nothing to say in the matter and we shall then proceed accordingly based on our findings/ records.

Please note that this letter is being issued without prejudice to and is independent of all other legal actions that the Bank may pursue against you to recover its dues together with interest, penal interest, costs and other charges.

Your faithfully,

For Axis Bank Ltd.

Authorised Signatory

via Bank Internal

Annexure-I

Sr. No.	Name of Noticee	Synopsis of Investigation/ Irregularities with respect to each specific Noticee	Whether the Specific Noticee is proposed to be classified as Fraud (Y/N)	Whether the account/ credit facilities are proposed to be classified as Fraud (Y/N)
1.	The addressee No.1 i.e. M/s. Supreme Transport Organization Pvt. Ltd.	Please refer to the below section.	Y	Y
2.	The addressee No.2 i.e. Mr. Kamal Nagarmal Aggarwal		-	-
3.	The addressee No.3 i.e. Mr. Ammeet Kamal Agarwal		-	-
4.	The addressee No.4 i.e. Mr. Akash Kamal Agarwal		-	-
5.	The addressee No.5 i.e. Mr. Vimal Kumar Agarwal		-	-
6.	The addressee No.6 i.e. Mr. Girish Jagdishkumar Agarwal		-	-
7.	The addressee No.7 i.e. Satish Kisanalal Agrawal		-	-
8.	The addressee No.8 i.e. Anandkumar Nagarmal Agrawal		-	-
9.	The addressee No.9 i.e. Arunkumar Kisnalal Agrawal		-	-

Synopsis of Investigation/ Irregularities

During the course of review, following adverse transactions were observed against M/s Supreme Transport Organization Pvt. Ltd:

I. Sale of one of the properties mortgaged with Axis Bank without Bank's NOC during the CIRP moratorium period:

- Borrower entered into a Memorandum of Understanding dated 29.08.2023 ("MoU") with one M/s Golden Gates Developers for sale of the agricultural land bearing Survey Nos. 102/2A, 103/1/2/A and 103/2 admeasuring 5460 square metres situated at Village Khanavale, Taluka Panvel, District Raigad ("said Property") for a consideration of Rs.14.00 crores.

- Three Conveyance Deeds dated 02.11.2023 with M/s Golden Gates Developers for sale of the said property were executed in pursuance of the MoU.

- It is important to note that the said property was mortgaged by the borrower with the Bank in lieu of the loan facility extended under the Term Loan Agreement.

- Borrower was admitted to NCLT Mumbai, vide order dated 08.09.2023 and accordingly, CIRP was commenced against the borrower.
- Under the Admission Order, a moratorium under Section 14 of the IBC was imposed, inter alia, against transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein.

- Despite of the Admission Order, the Borrower executed three Deeds of Conveyance dated 02.11.2023 with M/s Golden Gates Developers in respect of the said property, the details of which are as under:

    - Deed of Conveyance for sale of non-agricultural open land admeasuring 2220 square metres bearing Gat No. 102 Hissa No. 2/A, situated lying and being at Village Khanavale, Taluka Panvel, District Raigad. Total consideration for the aforesaid land is Rs. 5.81 crore.
    - Deed of Conveyance for sale of non-agricultural open land admeasuring 430 square metres bearing Gat No. 103 Hissa No. 2, situated lying and being at Village Khanavale, Taluka Panvel, District Raigad. Total consideration for the aforesaid land is Rs. 1.13 crore
    - Deed of Conveyance for sale of non-agricultural open land admeasuring 2810 square metres bearing Gat No. 103 Hissa No. 1/2/A, situated lying and being at Village Khanavale, Taluka Panvel, District. Total consideration for the aforesaid land is Rs. 7.06 crore

- During the CIRP moratorium, the Borrower sold the said property which was mortgaged with the Bank, without obtaining a No Objection Certificate (NOC) from the Bank and/or without any authority from the RP. The said conduct is in violation of the provisions of moratorium (Section 14 of the IBC) conditions imposed by NCLT Mumbai, which prohibited the disposal of the Borrower's assets. Such an unauthorized sale, without any authority/locus standi indicates an intent to defraud creditors by depriving the Bank of their security interest.

II. **Fraudulent Sale of the Aircraft:**

- The arrest of Mr. Ammeet Agarwal (suspended directors of the Borrower) by the EOW in relation to the Aircraft sale transaction with a Netherlands-based company, indicates a pattern of fraudulent conduct by the Borrower company's directors, aiming to divert assets and defraud external parties, including the creditors.

III. **Substantial related party transactions and not routing of sales proceeds through bank:**

- Ammeet Agarwal, Kamal Agarwal, and Akash Agarwal, the suspended director of the Borrower, unauthorizedly sold the Aircraft to TREK AIR BV. The sale proceeds were transferred to a UK-based bank account belonging to Shorelight Limited, a related party of the suspended directors, bypassing the Bank entirely. Furthermore, the Borrower deliberately chose to conceal the sale transaction of the Aircraft from the Bank and/or the RP. The sale and subsequent fund transfer to a related party in the UK along with the concealment is fraudulent in nature.

IV. **Concealment of vital documents:**

- Despite initiation of CIRP, the Borrower concealed the following critical documents from the RP and the Bank:

via Rpnl Internal

- Purchase Agreement dated 20.07.2022 between the Borrower and TREK AIR BV for the sale of the Aircraft for a consideration of Rs.4.50 crores.
- Memorandum of Understanding dated 29.08.2023 ("MoU") with M/s Golden Gates Developers for sale of the said property (which was mortgaged to the Bank) for consideration of about Rs.14.00 crores.
- Three Conveyance Deeds dated 02.11.2023 with M/s Golden Gates Developers for sale of the said property in pursuance of the MoU.

V. Non-Cooperation with Transaction Audit:

- The Borrower's non-cooperation with the transaction auditor, further demonstrates fraud and an attempt to conceal the fraudulent activities/transactions and obstruct the resolution process. Such non-cooperation is a deliberate attempt to hide the true financial position and past transactions in respect of the Corporate Debtor.

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"By Registered Speed Post with Ack. Due"

Ref. No.: AXISB/SAG/SN/2024-25/293 Date: 26th September 2024

1. Supreme Transport Organisation Private Limited Having its registered office at 5/B-34, Akshay Mittal Industrial Estate, M. V. Road, Andheri East, Mumbai – 400059.	2. Mr. Kamal Nagarmal Aggarwal 703, Sankalp Mistry Complex, J.B. Nagar, Andheri East, Mumbai – 400059.
3. Mr. Ammeet Kamal Agarwal 703, Sankalp Mistry Complex, J.B. Nagar, Andheri East, Mumbai – 400059.	4. Mr. Akash Kamal Agarwal 703, Sankalp Mistry Complex, J B Nagar, Andheri East, Mumbai – 400059.
5. Mr. Vimal Kumar Agarwal B-306, Sai Krupa Elite, Doddenkundi, Ferncity Road, Marathahalli, Bengaluru – 560037.	6. Mr. Girish Jagdishkumar Agarwal S. No. 309-3+312-28 P. No. 4, Dabriwala Bhavan, Near State Bank of India, Malegaon, Nashik – 423203.

Sub: Order of Fraud Identification Council in respect of classification of Supreme Transport Organization Private Limited as Fraud

Dear Sir,

Please find enclosed herewith the order of Axis Bank's fraud Identification Council in respect of classification of Supreme Transport Organisation Pvt Ltd.

Thanking you,
Your faithfully,

For Axis Bank Ltd.

Santosh Nangare
(Authorised Signatory)

Corporate Office

Enclosed:
Order of Fraud Identification Council in respect of classification of Supreme Transport Organization Private Limited as Fraud

Order of Fraud Identification Council in respect of classification of Supreme Transport Organization Private Limited as Fraud

A. Brief Background of the Account:

1. Supreme Transport Organization Private Limited (STOPL) was engaged in the business of providing logistics and transportation services in major industrial cities across India.

2. Axis Bank sanctioned term loan of Rs.12.50 crore (for purchase of a Cessna Caravan aircraft) and Invoice Discounting limits of Rs.12.40 crore to the company in March 2017. The Invoice Discounting limit was not disbursed and subsequently cancelled.

3. The account was classified as an NPA on 30.07.2019. The advances have been recalled on 28.02.2020 and notice u/s (13/2) of SARFAESI Act has been issued on 24.08.2020. OA with DRT has been filed on 24.08.2020.

4. Axis Bank filed an application u/s 7 under IBC before NCLT. The borrower was admitted for CIRP vide NCLT order dated 08.09.2023.

B. Details of EWS, RFA, Findings of Transaction Audit Report and Opinion of Independent Legal Counsel:

5. Brief details with respect to EWS trigger and RFA classification are mentioned in Schedule I Part A hereto.

6. The key findings of the Transaction Audit Report and Opinion of Independent Legal Counsel dated 19.04.2024 and 05.06.2024 respectively are mentioned in Schedule I Part B hereto.

C. Details of Show Cause Notice(s) Reminders/ Follow ups and Replies Received:

The details of the show cause notice issued, reminders, follow-ups issued and replies as received are mentioned in Schedule II Part A hereto.

D. Details of Personal Hearing granted:

Mr. Vimal Agarwal, Mr. Girish Agarwal, Mr. Arun Agarwal, Mr. Anand Agarwal and Mr. Ravindra Agarwal (erstwhile directors of the company) were provided a personal hearing before Fraud Identification Council (FIC) on 22.07.2024. Details are mentioned in Schedule II part B hereto.

E. Order:

The Fraud Identification Council (FIC) deliberated upon, *inter alia*, the aforementioned documents and correspondence, representations/ submissions made and documents submitted by erstwhile directors of the company, and passed the following Order:

1. The Fraud Identification Council hereby order that Supreme Transport Organization Private Limited should be classified as Fraud under the Reserve Bank of India ("RBI") Master Directions on Fraud Risk Management in Commercial Banks (including Regional Rural Banks) and All India Financial Institutions bearing no. RBI/DOS/2024-

25/118 DOS.CO.FMG.SEC.No. 5/23.04.001/ 2024-25 dated July 15, 2024 ("**RBI Fraud Master Directions**"), for the reasons as specified in Schedule III hereto.

2. The Bank has duly reported FMR to RBI and also updated the status of the account on CRILC platform.

3. Following actions to be/have been undertaken pursuant to declaration of the borrower as fraud.

   a. Bank to continue suitable course of recovery.

   b. The Bank has lodged police complaint against the company.

4. The Bank to also initiate such other actions as may be available to it under applicable laws.

5. A copy of this Order be provided to Supreme Transport Organization Private Limited and its erstwhile directors.

Thanking you,

Yours faithfully

Santosh Nangare
Assistant Vice President
Axis Bank Ltd

Stressed Assets : Axis House, 7th Floor, C-2 Wadia International Centre, Pandurang Bhudhkar Marg, Worli, Mumbai- 400 025

Registered Address : "Trishul" - 3rd Floor, Opp. Samartheswar Temple, Near Law Garden, Ellisbridge, Ahmedabad - 380006. Telephone No. : 079-26409322 Fax No. : 079-26409321
CIN : L65110GJ1993PLC020769 Website : www.axisbank.com

AXIS BANK

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Schedule I

Part A

Details of EWS trigger and RFA Classification

a. One of the suspended directors viz. Mr. Ammeet Agarwal has entered into a sale transaction for its "Panvel Property" mortgaged to the Bank without NOC, during the CIRP moratorium period.

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Schedule I

Part B

Key findings of the Transaction Audit Report and Opinion of Independent Legal Counsel

Key findings of draft transaction audit report dated 19.04.2024.

- Non-cooperation from the borrower:
  - The borrower has not shared any information with RP despite multiple follow-ups.
  - RP has filed an application u/s 19(2) of the IBC, 2016 for seeking information. However, despite the direction from Hon'ble NCLT, borrower has not shared any information with the RP and hence, RP has already filed a contempt petition against the suspended Directors of CD.
  - In the absence of requisite documents, RP has not been able to comment on the transactions under various sections of IBC viz.43, 45, 50 and 66.
- Sale of mortgaged property without taking NOC from Axis Bank during the CIRP moratorium period:
  - In November 2023, STOPL through its director – Mr. Ammeet Agarwal ("the Seller") and Golden Gate Developers (GGD) have entered into a sale transaction of its Panvel based mortgaged property.
  - GGD paid cheques of Rs.14 crore to STOPL for purchase of Panvel property. However, cheques amounting to Rs.8 crore were encashed by STOPL. From sale proceeds, STOPL transferred Rs.7.59 crore in form of FD in favor of "Registrar, NCLAT, New Delhi".
  - GGD issued a notice to STOPL on 29.11.2023 against depositing cheques for the balance Rs.6 crore. However, cheques worth of Rs.6 crore are not in possession of RP/COC.
- Dispute in sale of aircraft:
  - Axis Bank had sanctioned TL of Rs.12.50 crore to STOPL for purchase of Cessna Caravan aircraft. Borrower failed to create hypothecation charge on aircraft funded by Axis bank.
  - Mr. Ammeet Agarwal sold aircraft to Netherland based individual Mr. Michael Kneefel, CEO of Air BV Track - who is into buying and selling of aircraft, for Rs.4.5 crore/ USD 0.550 Mio.
  - Mr. Kneefel filed a police complaint dated 30.11.2023, at Mumbai Police Commissioner Office after he found out that STOPL was under NCLT and there is a order to maintain status quo on its properties. In May 2024, Mr. Ammeet Agarwal was arrested by EOW Mumbai, for allegedly duping Mr. Kneefel in sale transaction of aircraft.

Opinion by external legal counsel (MDP & Partners) dated 05.06.2024:

- Sale of one of the properties mortgaged with Axis Bank without Bank's NOC during the CIRP moratorium period.
    - As per NCLT order dated 05.12.2022, a moratorium under section 14 of the IBC was imposed, inter alia, against transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein.
    - During the CIRP moratorium, the Borrower sold the said property which was mortgaged with the Bank, without obtaining a No Objection Certificate (NOC) from the Bank and/or without any authority from the RP.
    - Such an unauthorized sale, without any authority/locus standi indicates an intent to defraud creditors by depriving the Bank of their security interest.
- Fraudulent Sale of the Aircraft:
    - Ammeet Agarwal, Kamal Agarwal, and Akash Agarwal, the suspended directors of the Borrower, unauthorizedly sold the Aircraft to TREK AIR BV.
    - The sale proceeds were transferred to a UK-based bank account belonging to Shorelight Limited, a related party of the suspended directors, bypassing the Bank entirely. Furthermore, the Borrower deliberately chose to conceal the sale transaction of the Aircraft from the Bank and/or the RP.
    - The sale and subsequent fund transfer to a related party in the UK along with the concealment is fraudulent in nature.
- Concealment of vital documents:
    - Despite initiation of CIRP, the Borrower concealed the following critical documents from the RP and the Bank:
        - Purchase Agreement dated 20.07.2022 between the Borrower and TREK AIR BV for the sale of the Aircraft for a consideration of Rs.4.50 crores.
        - Three Conveyance Deeds dated 02.11.2023 with M/s Golden Gates Developers for sale of the said property in pursuance of the MoU.
- Non-cooperation with transaction auditor:
    - The Borrower's non-cooperation with the transaction auditor, further demonstrates fraud and an attempt to conceal the fraudulent activities/transactions and obstruct the resolution process. Such non-cooperation is a deliberate attempt to hide the true financial position and past transactions in respect of the Corporate Debtor.
- Conclusion by Legal Counsel:
    - Borrower's loan account is fit case to be classified as fraud based on aforementioned facts.

Schedule II

Part A

Details of Show Cause Notice(s)/Reminders/ Follow ups and Replies Received

- The Bank issued Show-Cause Notice (SCN) to the borrower on 06.06.2024 seeking explanations on the following adverse findings of forensic audit:
    - Sale of one of the properties mortgaged with Axis Bank without Bank's NOC during the CIRP moratorium period.
    - Fraudulent Sale of the Aircraft.
    - Substantial related party transactions and not routing of sales proceeds through bank.
    - Concealment of vital documents.
    - Non-cooperation with transaction auditor.

- Mr. Arunkumar Agarwal, one of the suspended directors of the company, responded to SCN vide letter/email dated 15.06.2024.
    - Mr. Arun Agarwal has sought an opportunity for personal hearing to present the facts of the matter.

- Mr. Girish Agarwal and Mr. Vimal Agarwal, suspended directors of the company, have also responded to SCN vide letter/email dated 18.06.2024.
    - Mr. Girish Agarwal and Mr. Vimal Agarwal have sought an opportunity for personal hearing to present the facts of the matter.

- Mr. Anand Nagarmal Agrawal, one of the suspended directors of the company, has responded to SCN vide letter/email dated 19.06.2024.
    - Mr. Anand Agrawal has sought opportunity for personal hearing and he being a senior citizen has requested to appoint his son Mr. Ravindra Agrawal on his behalf for personal hearing.

- Mr. Ammeet Agarwal, one of the suspended directors of the company, has responded to SCN vide letter/email dated 21.06.2024.
    - The response provided by Mr. Ammeet Agarwal was found to be not satisfactory.

Schedule II

Part B

Details of Personal Hearing

- Opportunity of personal hearing was granted to a number of erstwhile directors on 22.07.2024.
- Several additional documents were also shared by the said erstwhile directors on 25.07.2024 and 30.07.2024.
- Post review of the documents, the opinion of legal counsel on classification of the account fraud remained same.

Schedule III

Reasons for Declaring Supreme Transport Organization Private Limited as Fraud

- As per opinion of independent legal counsel.

आ.क्र. 8056 /आयुवि/2024 (1)

417 9638 11/10.

Date: 11th October 2024

To,
The Investigating Officer,
Economic Offences Wing,
Mumbai Police,
3rd Floor, Near Crawford Market,
Mumbai.

DCP EOW-I
Unit-7(Shares)

151X

पोलीस सह आयुक्त
आर्थिक गुन्हे विभाग, मुंबई

विषय: मा. NCLT आदेश दिनांक 10.10.2024 VT-UDN विमान सोडण्याबाबत कमल/अम्मीत /आकाश अग्रवाल यांनी दाखल केले.

आदरणीय सर/मॅडम,

विमान VT-UDN ची बेकायदेशीर विक्री आणि त्यानंतरच्या निधीची उधळपट्टी केल्याबद्दल आरोपी अम्मीत अग्रवाल, कमल अग्रवाल, आकाश अग्रवाल आणि इतरांविरुद्ध, 2024 च्या FIR क्रमांक 32 अंतर्गत, आमच्या तक्रारीबाबत अपडेट देण्यासाठी मी लिहित आहे.

10 नोव्हेंबर 2023 रोजी वरील आरोपींनी मा. NCLT, मुंबई, नेदरलँड्सच्या ट्रेक एअर बीव्हीचे मि. मिशियल नीफेल यांच्याकडे पाठवण्यासाठी मुंद्रा बंदरातून विमान सोडण्याची मागणी करत आहे. मात्र, 10 ऑक्टोबर 2024 रोजी मा. एनसीएलटीने हा अर्ज फेटाळत विमानाची विक्री फसवी असल्याचे घोषित करून आदेश जारी केला. ऑर्डरमधील महत्त्वाचे मुद्दे खालीलप्रमाणे आहेत:

1. **Point No. 38:** *"Surprisingly enough, in IA No. 625/2022 filed in C.P. No. 88/2015 under Sections 241-242 of the Companies Act, 2013 a status quo order was passed by NCLT, Mumbai Bench-I following a statement made by the Counsel for the Applicants that the company is not selling any property. The said order was ultimately vacated only after the initiation of CIRP against the Corporate Debtor on 08.09.2023. Thus, there was no interregnum period during which the Company could have sold the property/aircraft."*

   The Hon. Judge confirmed that a status quo order was passed in IA No. 625/2022 on 05.12.2022 on the basis of the statements made by the applicants that the company is not selling any property in 2017, indicating that the company was not authorized to sell any property during the period leading up to the initiation of the Corporate Insolvency Resolution Process (CIRP) on 08.09.2023. Therefore, the aircraft could not have been legally sold to Mr.

Office of the Dy. Commissioner of Police (EOW) 1 Mumbai
Inward No. 4424
Date 15/10/24
ACP
Shares
Dy. Commissioner of Police EOW-1 Mumbai

Kneefel as there was no period during which court restriction was not in force on sale of aircraft.

मा. न्यायाधीशांनी पुष्टी केली की IA क्रमांक 625/2022 मध्ये 05.12.2022 रोजी कंपनी 2017 मध्ये कोणतीही मालमत्ता विकत नसल्याच्या अर्जदारांनी दिलेल्या विधानाच्या आधारावर यथास्थिती आदेश पारित करण्यात आला होता, हे दर्शविते की कंपनी विक्रीसाठी अधिकृत नव्हती. 08.09.2023 रोजी कॉर्पोरेट दिवाळखोरी रिझोल्यूशन प्रक्रिया (CIRP) सुरू होण्याच्या कालावधीत कोणतीही मालमत्ता. त्यामुळे, विमानाची विक्री कायदेशीररीत्या श्री. नीफेल यांना करता आली नसती कारण असा कोणताही कालावधी नव्हता की ज्या काळात विमानाच्या विक्रीवर न्यायालयाचे निर्बंध लागू नव्हते.

2. **Point No. 39:** *"Even otherwise, the alleged transaction on the face of it does not appear to be a bonafide transaction.*

   The Judge further stated that the transaction did not appear to be bona fide, reinforcing that the sale was not legitimate.

   न्यायाधिशांनी पुढे नमूद केले की, हा व्यवहार प्रामाणिक असल्याचे दिसून आले नाही, विक्री कायदेशीर नव्हती.

3. **Point No. 40:** *"Even otherwise, the transaction in question relating to the sale of the aircraft clearly appears to be fraudulent in nature which seems to have been executed to defraud the creditors of the Corporate Debtor."*

   The Judge concluded that the sale of the aircraft was fraudulent and executed to defraud the creditors of the Corporate Debtor i.e. Supreme Transport Organisation. Pvt. Ltd.

   न्यायाधीशांनी निष्कर्ष काढला की विमानाची विक्री फसवी होती आणि कॉर्पोरेट कर्जदार म्हणजेच सर्वोच्च परिवहन संस्थेच्या कर्जदारांची फसवणूक करण्यासाठी केली गेली.

4. **Point No. 43:** *"As a result of the above discussion, IA No. 5487/2023 is dismissed being devoid of any merits."*

   The application for release of the aircraft, IA No. 5487/2023, was dismissed due to lack of merit.

   IA क्रमांक ५४८७/२०२३, विमान सोडण्याचा अर्ज गुणवत्तेअभावी फेटाळण्यात आला.

हा निर्णय 19 डिसेंबर 2023 रोजीच्या NCLT आदेशानुसार, एअरक्राफ्ट VT-UDN च्या विक्रीच्या कायदेशीरतेबाबत अर्जदारांचे कोणतेही पूर्वीचे दावे अवैध ठरवतो. 10 ऑक्टोबर 2024 रोजीचा सध्याचा आदेश विमानाच्या बेकायदेशीर स्थितीची पुष्टी करतो आणि पूर्वीच्या निर्णयाची जागा घेतो. NCLT आणि रिझोल्यूशन प्रोफेशनल यांनी मुंद्रा बंदरातील सीमाशुल्क विभागाच्या समन्वयाने विमानाची जोडणी कायदेशीर आहे आणि ती अम्मीत, कमल आणि आकाश अग्रवाल यांच्या कृतीतून उद्भवली आहे.

मिशेल नीफेल यांनी या व्यक्तींकडून फसवणूक केल्याबद्दल मुंबई पोलिसांच्या आर्थिक गुन्हे शाखेकडे तक्रार दाखल केली आहे आणि निधी वसूल करण्यासाठी सक्रियपणे प्रयत्न करत आहेत.

या नवीन विकासाच्या प्रकाशात, आम्ही आमच्या अलीकडील विनंतीचा पुनरुच्चार करतो. 08.10.2024 ला जोडण्यासाठी रु. 2,80,00,000/- (अंदाजे $330,000 USD) कमल अग्रवाल यांनी ॲक्सिस बँकेला दिले, कारण हे निधी श्री. नीफेल यांच्या मालकीचे आहेत. आरोपींद्वारे वापरल्या जाणाऱ्या गुन्ह्यातील उत्पन्न सुरक्षित करण्याची ही सुवर्णसंधी आहे.

तुमच्या सहकार्य आणि समर्थनाबद्दल धन्यवाद. या प्रकरणात तुमची तत्पर कृती खूप कौतुकास्पद होईल.

विनम्र,

विकास शुक्ला.

(मि. मिशेल नीफेल यांच्या वतीने).

API Waghmare

17/10/24
(दत्तात्रय बाकारे)
प्रभारी पोलीस निरीक्षक
कक्ष-७ (ईओअर्स), आ.गु.वि., मुंबई
Iw.No.1085/24 Dt.17/10/24

TR 53/E/24
18/10/24

7 420

IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT - II

IA No. 5487/2023
In
C.P. (IB) 368/MB/2023

Under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 read with Rule 11 of the National Company Law Tribunal Rules, 2016

Kamal Agrawal
Having address at : 901, Bikaner Bhawan,
Opp Jain Temple, J.B. Nagar, Andheri (East),
Mumbai- 400059

.... Applicant No. 1

Ammeet Kamal Agarwal
Having address at: 901, Bikaner Bhawan,
Opp Jain Temple, J.B. Nagar, Andheri (East),
Mumbai- 400059

.... Applicant No. 2.

Akash Kamal Agarwal
Having address at: 901, Bikaner Bhawan,
Opp Jain Temple, J.B. Nagar, Andheri (East),
Mumbai- 400059

.... Applicant No. 3.

V/s

IA No. 5487/2023
In
C.P. (IB) 368/MB/2023

Prashant Jain
Interim Resolution Professional of Supreme Transport Organisation Pvt. Ltd.

Having address at: A-501, Shanti Heights, Plot No. 2,3,9b/10, Sector- 11, Koparkharine, Navi Mumbai- 400707

.... Respondent No. 1

Deputy Commissioner (SIIB)
Office of the Principle Commissioner of Customs, Customs House, Mundra, Kutch, Gujarat

.... Respondent No. 2

In the matter of

Axis Bank Limited

..... Petitioner

V/s

Supreme Transport Organisation Pvt. Ltd.

..... Respondent

Order Delivered on :- 10.10.2024

422

IA No. 5487/2023
In
C.P. (IB) 368/MB/2023

Coram:

Mr. Anil Raj Chellan
Member (Technical)

Mr. Kuldip Kumar Kareer
Member (Judicial)

Appearances:

For the Applicants : Adv. Paras Mithal

For the Respondent No. 1 : Adv. Himanshu Vidhani a/w
Adv. Siddhesh Rajput, Adv. Shloka Dikshit

For the Respondent No. 2 : None

ORDER

Per: - Mr. Kuldip Kumar Kareer, Member (Judicial)

1. The present application is filed by the ex-directors of the Supreme Transport Organisation Private Limited (Hereinafter referred as Corporate Debtor) under section 60 (5) of the Insolvency and Bankruptcy Code, 2016 (Hereinafter referred as Code) and Rule 11 of the National Company Law Tribunal Rules, 2016 (Hereinafter referred as NCLT Rules) seeking appropriate and necessary directions against the Respondent No 2 to hereby allow the export and release the Aircraft VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 *(Hereinafter referred as the Aircraft)* to the destination of Trek Air BV The Netherlands (Hereinafter referred as the Purchaser) from the Mundra Port which Aircraft is already sold to the Purchaser vide an Aircraft Purchase Agreement dated 20th July 2022 but could not be sailed as there was a restraint order dated 18th May 2023 passed by the

Hon'ble National Company Law Tribunal Mumbai Bench I in Contempt Petition 4 of 2023 in Company Petition 88 (MB) of 2015 filed under section 241 (1) and 242 (4) of the Companies Act, 2013 against the Applicants.

2. The said Restraint Order dated 18th May 2023 was vacated by this Tribunal vide an order dated 17th October 2023 passed in Contempt Petition 4 of 2023.

3. It is submitted that Respondent No 1 has informed the Respondent No 2 about the Corporate Insolvency Resolution Process Order dated 8th September 2023 passed by this Tribunal in Captioned Company Petition 368 of 2023. Subsequently Respondent No 2 vide a letter dated 6th Nov 2023 has recorded that the IRP has informed them about his appointment.

4. The Applicant furthers submits that the restraint order dated 18th May 2023 passed by the Hon'ble National Company Law Tribunal Mumbai Bench I in Contempt Petition 4 of 2023 in Company Petition 88 (MB) of2015 filed under section 241 (1) and 242 (4) of the Companies Act, 2013 has been vacated by the Hon'ble National Company Law Tribunal Mumbai Bench I on 17th October 2023.

5. It is further submitted that in the year 2015 Company Petition bearing No 88 of 2015 was filed before erstwhile Company Law board by the 1) late Satish Kisanlal Agarwal as Petitioner No 1, Mr. Arun Kumar Kisanlal Agarwal as Petitioner No 2, Mr. Anandkumar Nagarmal Agrawal as Petitioner No 3, Ravindra Anandkumar Agrawal as Petitioner No 4 *(Hereinafter referred as A set of Brothers)* against the Corporate Debtor *as* Original Respondent No 1, Applicant No 1 as Original Respondent No 2, Applicant No 2 as Respondent

No 5, Applicant No 3 as Respondent No 6 *(Hereinafter referred as B set of Brothers)* and also against Vimal Agarwal as Respondent No 3, Girish Agarwal as Respondent No 4 *(Hereinafter referred as* C *set of Brothers)* under section 397, 398 read with 402, 403, 406 and 235 of the Companies Act, 1956.

6. It is submitted that in the year 2017, a statement was made by the Applicants that they are not selling the property of the Respondent No. 1 Company, therefore, Captioned Company Petition was adjourned. Thereafter all the parties filed their respective Pleadings in the Company Petition. As the A set of brothers had resigned from the directorship, they have respectively submitted an affidavit seeking withdrawing of themselves from captioned Company Petition. Thereafter in the year 2022 C Set of Brother filed a Company Application 625 of 2022 in the captioned Company Petition seeking orders from this Tribunal to transpose them from the Respondents to the Petition in the Company Petition. The said Company Application is pending.

7. In the said Company Application this Tribunal (Bench 1) passed an order dated 5th December 2022 hereby directing the Applicants to maintain status Quo (as on that date) till the next date of hearing.

8. Thereafter *C Set of Brothers* filed the Contempt Petition 4 of 2023 before Hon'ble National Company Law Tribunal Bench 1 and misrepresented that Applicants are trying to sell the assets of the Corporate Debtor and based on the misrepresentation, the National Company Law Tribunal Bench 1 passed an order dated 18th May 2023 hereby restraining the Custom Authorities i.e., Respondent No 2 from exporting the aircraft.

9. It is submitted that the Aircraft in question was sold much prior to the order of status quo dated 5/12/2023 of this Tribunal. The sale has been concluded and the only process, which was pending, is the sail of the aircraft after the same was also cleared by the Custom Authorities. The Applicants state that as the said order was an ex-parte order and the above was required to be pointed out to this Tribunal, the Applicant filed Affidavit in Reply in the said Contempt Petition. The Applicants also filed various Company Application seeking early hearing of the Contempt Petition as due to the restrain order, the said Aircraft was not able to be released.

10. Subsequently, in the year 2023, the Financial Creditor filed a Section 7 Insolvency and Bankruptcy Petition against the Corporate Debtor which subsequently was admitted vide an order dated 8th September 2023 passed by this Tribunal in Company Petition 368 of 2023.

11. As the said captioned Company Petition was admitted, the Company Petition bearing No 88 (MB) 2015 was rendered infructuous and all the Company Applications in the Company Petition bearing No 88 (MB) of 2015 along with Company Petition No 88 (MB) 2015 were disposed of as infructuous vide an order dated 18th Sep 2023. The Applicants state that only the Contempt Application No 4 of 2023 is kept pending.

12. It is further submitted that on 17th October 2023 the Hon'ble National Company Law Tribunal Bench 1 vacated the status quo order in the Contempt Petition 4 of 2023.

13. It is submitted that Respondent No 1 has informed Respondent No 2 about the Corporate Insolvency Resolution Process order running against the Corporate Debtor and therefore Respondent No 2 is not releasing/exporting the said aircraft from the Mundra Port. It is submitted that the said Aircraft has inappropriately been restrained pursuant to the vacation of the status quo order. The IRP had no authority or locus to address the letter to the Respondent No. 2 in view of the Notification by the Ministry of Corporate Affairs that the CIRP / Moratorium under IBC, 2016 shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters.

14. It is submitted that the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment were adopted under the joint auspices of International Civil Aviation Organization and the International Institute for the Unification of Private Law concluded at Cape Town on 16th November, 2001. India, being a signatory to and having acceded the Convention and the Protocol by depositing with the International Institute for the Unification of Private Law the instruments of accession on 31.03.2008. In view of the same the following notification is issued which is reproduced as hereunder:-

"MINISTRY OF CORPORATE AFFAIRS"

NOTIFICATION

New Delhi, the 3rd October, 2023

S.O. 432J(E).-WHEREAS, the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment were adopted under the joint auspices of International

Civil Aviation Organization and the International Institute for the Unification of Private Law concluded at Cape Town on 16th November, 2001;

AND WHEREAS, India, being a signatory to and having acceded the · Convention and the Protocol by depositing with the International Institute for the Unification of Private Law the instruments of accession on 31.03.2008;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (3) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), the Central Government hereby notifies that the provisions of sub-section (]) of sec/ion 1./ of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters. "

15. In any event the said Aircraft was sold to the Purchaser i.e. i.e., Trek Air BV The Netherlands vide an Aircraft Purchase Agreement dated 20th July 2022 much prior to the Corporate Insolvency Resolution Process order dated 08th September 2013 i.e., Admission Order. The Applicants submit that the said Aircraft ought not be included in the kitty of the Corporate Debtor.

16. In view of the above notification and the above facts, the present Application has been filed under Section 60(5) of the Insolvency and Bankruptcy Code read with Rule 11 of the National Company Law Tribunal Rules, seeking necessary and urgent directions to the Respondent No 2 to immediately export/release the said aircraft i.e., Aircraft VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 to the Purchaser i.e., Trek Air BV The Netherlands.

17. It is further submitted that the said Aircraft does not fall under the ambit of the Corporate Insolvency Resolution Process of the Corporate Debtor in view of the Notification dated 3/10/2023 of the Central Government.

18. It is further submitted that sale of the Aircraft was already concluded prior to the CIRP order dated 8th September 2023 and also cleared by customs and was only to be sailed but was restrained by this Tribunal's order.

19. The Applicants submit that the purchaser has been intermittently calling and holding the Applicants responsible for the non-release of the Aircraft and has threatened to take legal action as he is suffering losses of millions of dollars due to the non-export of the aircraft. The said Aircraft is at Mundra Port and every day charges are being levied by the custom and port authorities on it.

20. The Applicants submit that this Tribunal has the necessary power and jurisdiction to grant reliefs, as prayed for in the present Interlocutory Application. No harm and prejudice will be caused to any person if the present Application is allowed. On the contrary, grave harm and prejudice and irretrievable loss shall be caused to the Applicants as well as the Purchaser if the reliefs prayed for in this Application are not granted.

21. In the end, it has been requested that a declaration be granted that the aircraft i.e., Aircraft VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 cannot be included under the CIRP and respondent no.2 be directed to immediate export/ release the same from the Mundra Port to the destination of the Purchaser and Respondent No 1 be restrained from sending, corresponding or communicating with the Respondent No 2 in respect to the said aircraft i.e., Aircraft VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 or making any claim in respect thereof. Hence the application.

Reply filed on behalf of the Respondent No.1 :-

22. In reply, the Respondent No. 1/Resolution Professional has denied all allegations and/ or contentions and/or submissions made by the Applicant in the Interlocutory Application which are inconsistent with and/or contrary to what has been stated herein. Further, nothing shall be deemed to have been admitted for the reasons of non-traverse.

23. It is submitted that the application proceeds on the basis of an Aircraft Purchase Agreement dated 20th July, 2022 ("Agreement") between the Corporate Debtor (represented through the Applicant No. 2) and one Mr. Micheal Kneefel, President and CEO of 'Trek Air BV' ("Buyer"), pertaining to purchase of the VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 ("Aircraft") on as is where is basis. In terms of the said Agreement, the Aircraft was allegedly sold for a total consideration of USD $ 5,50,000 and the said Aircraft is presently lying in a container at Mundra Port, Gujarat. The Resolution Professional is yet to be provided access to books and documents by the Applicants for which an application under Section 19(2) of the Code has been filed and the same is at present pending. Since, Respondent No. 1 does not have all documents and information, he is unable to confirm whether the said transaction is undervalued or not. In any event, out of the agreed consideration of USD $ 5,50,000, only a sum of USD $ 60,000 has been received by the Corporate Debtor and the remaining amount of USD $ 4,90,000 has been transferred by the Buyer in a third-party account. As such, it is apparent that the Applicants have entered into the said Agreement to illegally usurp the money with an intent to defraud the creditors of the

Corporate Debtor, The Respondent has, therefore, terminated the Agreement *vide* letter dated 29.01.2024 being *ex-facie* illegal.

24. It is further submitted that the Applicants have not even made the Buyer a party to this Application which is a necessary party to this Application. It is also not out of place to mention that the Aircraft is presently lying at Mundra Port, Gujarat in a container and the promoters have, despite initiation of the CIRP, has written a letter dated 30.10.2023 to Respondent No. 2 requesting that the container carrying the Aircraft be allowed to be exported; even though dues for the container and of Mundra Port are yet to be paid. Further, the Buyer and promoter of the Corporate Debtor have filed separate police complaints to pressurise me. This displays the *mala fide* intent and conduct of the Applicants and, therefore, the present Application ought to be dismissed on this ground alone.

25. It is submitted that the Application proceeds on the basis of a Circular of IBBI dated 03.10.2023 read with the Cape Town Convention, which does not apply to this Aircraft as the same is not leased and is the sole property of the Corporate debtor. The interpretation of the Applicant of the Circular read with the Convention is completely misplaced. The Applicants have approached this Tribunal with unclean hands only with an intent to further his act of defrauding the creditors.

26. It is further submitted that before dealing with the contents of the Application it is imperative to set out the material facts which have a bearing on the present Application are as follows:-

a. Between the promoters of the Corporate Debtor an application bearing CP 88 of 2015 is pending for oppression and mismanagement ('Oppression and Mismanagement Application'). In that Oppression and Mismanagement Application, this Hon'ble Tribunal vide Order dated 05.12.2022 directed status quo to be maintained.

b. Subsequent to the said Order dated 05.12.2022, Applicant No. 2 entered into the said Agreement with the buyer in a clear breach of the order dated 05.12.2022. while in terms of the Agreement, the sale consideration has been agreed to as USD $ 5,50,000 however, only an amount of USD S60,000 has been transferred into the account of the Corporate Debtor as of 10.01.2023. This money was deposited in the Bank of Baroda account bearing No. 0472020000561. While the CIRP started on 08.09.2023, Respondent No.1 got access to this account only on 18.09.2023. The account was substantially emptied and held a balance of only Rs. 21,840/- (Rupees Twenty-One Thousand Eight Hundred Forty only) as of 08.09.2023 as against balance of Rs. 1,16,27,159/- (Rupees One Crore Sixteen Lakhs Twenty-Seven Thousand One Hundred Fifty-Nine only) as of 6 April 2023.

c. The CIRP was initiated pursuant to an Order dated 08.09.2023 passed by this Tribunal, as such moratorium was applicable from 08.09.2023. On 06.09.2023, the Respondent received a communication from Office of the Principal Commissioner of Customs, Customs House, Mundra, Kutch, Gujarat intimating that a request for release of Aircraft having been made pursuant to a letter

dated 30.10.2023 addressed by Applicant No. 2 on behalf of the Corporate Debtor. The Applicant No. 2 had no authority to address this letter to the Port Authority. This displays the conduct of the Applicant who have been trying to always circumvent the law. Upon gathering all information, by my email and letter dated 07.09.2023, the Respondent No. 1 informed the Port that the CIRP was ongoing and, therefore, no further action be taken on the request of the Applicants.

d. While this Application was pending the Buyer intimated Respondent No. 1 of the police complaint filed by him before the Commissioner of Police, Mumbai. On a perusal of the Complaint, Respondent No. 1 came to know that out of the sum of USD $ 5,50,000 an amount of USD $ 4,90,000 was deposited in a third-party account of one Shorelight Limited, United Kingdom, which has no relation with the Corporate Debtor whatsoever.

e. The Complaint of the Buyer suggests that an escrow account was opened with the Corporate Debtor along with one Powell Aircraft Title Service LLC in the United States for completing this transaction as per the Agreement. Pursuant to the instructions of Applicant No. 2, the Buyer transferred a sum of USD $ 60,000 into the Bank account of the Corporate Debtor, which is about 10% of the total consideration. Whereas an amount of USD $ 4,90,000 being about 90% of the total consideration, was transferred on 07.02.2023, to a bank account bearing No. 77408568, maintained at Lloyds Bank at Leeds, England standing in the name of Shorelight Limited ('Offshore Bank Account'). It is also alleged that Shorelight Limited

is owned and regulated by Mr. Natwarlal Tiberwal and Ms. Lata Tiberwal, who are relatives of Applicant No. 2. There is no plausible explanation for transferring almost the entire consideration into an Offshore Account, except to defeat the genuine claims of stakeholders of Corporate Debtor, attempting to bring the transaction out of the clutches of Indian Laws.

f. It is further stated that the Applicants left no stone unturned in attempting to effect illegal release of Aircraft. In one such attempt, the Applicant No. 2 vide his letter dated 10.01.2024 addressed to Senior Inspector of Police, Sahar Police Station, Andheri (E), Mumbai made false allegations against the Respondent No. 2 along with accused persons, namely Mr. Vimal Agarwal, Mr. Girish Agarwal and Mr. Vikas K. Shukla be arrested on various charges as mentioned in the said letter.

g. It is further submitted that the circumstances surrounding the Agreement, consequent transactions, conduct of Applicants and complaint of the Buyer makes it apparent that Agreement was entered into with the sole intention of defrauding the Corporate Debtor. Owing to the aforementioned facts, the said Agreement was terminated vide Termination Letter dated 29.01.2024 under *Section 11 – Default*. The Agreement was terminated for safeguarding the interest of stakeholders and creditors as the Applicants had *mala fide* intentions to alienate assets belonging to the Corporate Debtor by indulging in fraudulent activities with third parties as mentioned above. It is not out of place to mention that the Applicants herein have acted in absolute disregard of the authority of Hon'ble NCLT

and have transferred the proceeds of sale of Aircraft into the Offshore Bank Account in collusion with their relatives who are based out of United Kingdoms with a view to benefit from the Agreement.

27. It is submitted that despite these facts the Applicants have filed this present Application for release of Aircraft which was not only sold illegally but the proceeds of sale were also not brought into the accounts of the Corporate Debtor. It is further submitted that the Application has been rendered infructuous and since the Agreement stands terminated, the Aircraft should be dealt with in the mode and manner as provided under IBC. The Applicants have also sought an order against the Respondent to stop him from communicating with Respondent No. 2 in respect of the Aircraft, which cannot be granted the Resolution Professional have stepped into the shoes of the Corporate Debtor.

28. The Respondent has denied that the Aircraft was sold before passing of the status quo order dated 05.12.2023, as the said Agreement has been executed only to defraud the stakeholders and creditors of the Corporate Debtor by transferring the proceeds of sale to an offshore account. It is further submitted that the Applicant No. 2, who has executed the Agreement, did not have authority to sell the Aircraft nor were they absolute owners of the Aircraft.

29. It is submitted that the Aircraft does not belong to the Applicants herein and in the light of Agreement having been terminated *vide* letter dated 29.01.2024, the Resolution Professional has ample authority to sell the aircraft to secure the interests of shareholder and creditors of the Corporate Debtor.

30. It is submitted that the Agreement was *void ab initio* as although the Agreement was executed before the CIRP proceedings began, the Applicant No. 2 had no ownership or authority to sell the Aircraft which belongs to the Corporate Debtor.

31. It is further submitted that the Applicants have acted in teeth of order and for their personal gains at the cost of genuine claims of the creditors, which would not be satisfied if this Application is allowed. third party.

32. In the end, the Respondent No. 1 has prayed for the dismissal of the application.

33. No reply has been filed on behalf of the Respondent No. 2.

Analysis and Findings:-

34. We have heard the Counsel for the parties and gone through the record.

35. It has been argued by the Counsel for the Applicants that the transaction of sale of the aircraft was consummated much prior to the commencement of CIRP and, therefore, the same is to be completed. Since the aircraft had already been sold and the sale consideration had also been received, the same cannot be treated to be the property of the Corporate Debtor nor the Resolution Professional has any locus or right to cancel the transaction of sale of the aircraft. Therefore, the notice of termination issued by the Resolution Professional is without jurisdiction. The Counsel for the Applicant has further contended that Respondent No. 2 be directed to release the aircraft so that the delivery of the same can be made to the purchaser of the aircraft as per the terms and conditions of the sale agreement.

36. On the other hand, the counsel for the Resolution Professional has argued that the sale transaction of the aircraft is nothing but a fraudulent and illegal

transaction which cannot be sustained in the eyes of law and has to be set aside and the Resolution Professional has rightly issued the termination notice. In this regard, it has been pointed out by the Counsel for the Resolution Professional that out of the total sale consideration of 5,50,000 US dollars, only a sum of 60,000 US dollars has been received in the account of the Corporate Debtor and the rest of the amount has been siphoned off in a third party account by the Applicants and no explanation has been given as to why the said amount has been transferred in UK in the account of a third party. It is evident that the transaction in question was entered into only to defeat the valuable rights of the creditors of the Corporate Debtors and to defraud them. The Counsel for the Resolution Professional has further argued that there is absolutely no merit in the application which deserves to be dismissed outrightly with special costs.

37. We have weighed the aforesaid contentions of the Ld. Counsel for the parties. It has been contended by the Counsel for the Applicants that the Aircraft was already sold under the Aircraft Purchase Agreement dated 20.07.2022, much prior to commencement of the CIRP on 08.09.2023. However, in this context, it would be pertinent to refer to the following clauses of the said Aircraft Purchase Agreement:

Recitals A- Seller will be the owner of a certain Aircraft at the time of sale, as defined in Section 1 below.

Section 4. CLOSING. The closing of the transaction contemplated by this Agreement ('the Closing') shall be held on or before the – AS MUTUALLY AGREED BY BOTH PARTIES, (Closing Date), unless extended in writing by both parties. Delivery of the Aircraft by Seller to Buyer shall take place at JAIPUR or any other

AIRPORT/SEAPORT or such other place as may be mutually agreed upon by Seller and Buyer ("Delivery Location"). Relocation costs to be paid by Buyer. .....

Section 5 REPRESENTATIONS AND WARRANTIES OF BUYER AND SELLER. Seller hereby represents and warrants as of the date hereof and the Closing Date as follows:

(i) Seller shall have as of the Closing Date good and marketable title to the Aircraft and on the Closing Date will deliver such title to Buyer free and clear of any liens, charges, security interests, or encumbrances of any kind;

38. A perusal of the aforesaid clauses of the Agreement in question clearly show that the Aircraft Purchase Agreement dated 20.07.2022 is only an Agreement *for Sale* and as per the terms and conditions of the agreement, the transaction of the sale of the aircraft was yet to be concluded. As per Section 4 of the Agreement, 'closing date' was to be mutually agreed between the parties. However, in this regard, it has not been explained as to whether that some closing date was agreed to or finalized by the parties. Surprisingly enough, in IA No. 625/2022 filed in C.P. No. 88/2015 under Sections 241-242 of the Companies Act, 2013 a status quo order was passed by NCLT, Mumbai Bench-I following a statement made by the Counsel for the Applicants that the company is not selling any property. The said order was ultimately vacated only after the initiation of CIRP against the Corporate Debtor on 08.09.2023. Thus, there was no interregnum period during which the Company could have sold the property/aircraft. It is also pertinent to note that the Applicants have not produced any document to show that the 'Closing Date' as per the Aircraft Purchase Agreement has been achieved or

finalized. Therefore, it is evident from record that the transaction of sale of the aircraft, as per the terms and conditions of Aircraft Purchase Agreement dated 20.07.2022, has not been completed. It is further evident that the said agreement was only an agreement of sale which has not yet culminated.

39. As regards the payment of sale consideration also, the Aircraft Purchase Agreement provides that the Buyer shall deposit the sum of Rs.USD 550000 into escrow with POWELL AIRCRAFT SERVICES LTD and the Escrow will forward the Purchase Price to the Company as per the Company's bank account upon confirmation that the Bill of Sale is received. It is observed that only a sum of 60,000 US dollars has been transferred to the account of the Corporate Debtor. No evidence has been produced by the Applicants to show that the entire sale consideration has been paid to the Company's Account. Even if it is shown that rest of the amount, equivalent to 4,90,000 US dollars, as mentioned by the Respondent, has been transferred to the account of a third party, it cannot be treated as passing of full consideration and/or completion of the sale under the Aircraft Purchase Agreement as the entire sale consideration was supposed to be received in the account of the company from the aforementioned Escrow account. Thus, we are of the view that the alleged sale transaction pursuant to the Aircraft Purchase Agreement was not completed at any point of time. Even otherwise, the alleged transaction on the face of it does not appear to be a bonafide transaction.

40. Even otherwise, the transaction in question relating to the sale of the aircraft clearly appears to be fraudulent in nature which seems to have been executed to defraud the creditors of the Corporate Debtor and, therefore, it will not be just and proper to allow the dispatch of the aircraft to the purchasers as has

been sought by the Applicants through this application especially when they have not come up with any reasonable explanation with regard to the sale consideration of 4,90,000 US dollars which have been transferred to a third party without any rhyme and reason and without any explanation as to where the said money has gone. In the absence of any reasonable explanation, it has to be presumed that the applicants have tried to siphon off the funds of the Corporate Debtor to a third-party account to defeat the valuable rights of the creditors of the Corporate Debtor to gain a wrongful profit out of the same.

41. It is also the contention of the Applicant that as per the notification issued by the Ministry of Corporate Affairs, dated 03.10.2023, the Aircraft does not fall under the ambit of the CIRP. We may, therefore, notice the relevant portion of the Notification dated 03.10.2023

" Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (3) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), the Central Government hereby notifies that the provisions of sub-section (1) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters,"

A plain reading of the above notification makes it clear that only Section 14 (1) of the Code shall not apply to transactions, arrangements or agreements under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters. Here, the Applicants cannot be allowed to take contradictory stands as one hand they are claiming that this Authority has no jurisdiction as per the above-mentioned notification and at the same time,

they have filed the present application invoking the jurisdiction of this Authority to issue directions to Respondent No. 2 to release the aircraft to the purchaser. Even otherwise, the Corporate Debtor being in CIRP, the Applicants have absolutely no locus to maintain the present application. Since the agreement of sale has not matured as yet, the aircraft continues to be the property of the Corporate Debtor and the same has to be dealt with appropriately by the Resolution Professional.

42. Based on the discussion, we are of the considered view that the Applicants have failed to establish that the sale of the Aircraft was completed any time before the initiation of CIRP and the alleged sale of the Aircraft under the Aircraft Purchase Agreement is a bonafide transaction. In the circumstances, the Respondent is well within his rights to take actions as are necessary to protect and preserve the assets of the Corporate Debtor as per the provisions of the Code and no directions can be issued to Respondent No. 2 to release the aircraft for its dispatch to the destination of the purchaser nor Respondent No. 1 can be restrained from communicating with Respondent No. 2, as prayed for in the application.

43. As a result of the above discussion, **IA No. 5487/2023 is dismissed** being devoid of any merits. However, there shall be no order as to costs.

Sd/-
ANIL RAJ CHELLAN
(MEMBER TECHNICAL)
Sushil

Sd/-
KULDIP KUMAR KAREER
(MEMBER JUDICIAL)

Date: 8th October 2024

To:
The Investigating Officer,
Economic Offences Wing,
Mumbai Police.
3rd Floor,
Near Crawford Market,
Mumbai.

Received Letter
Time: 28/10/24 13'05 Date:
Dispatch Writer,
Economic Offences Wing,
Mumbai

Subject: Critical Information Regarding Withheld Funds by Ammeet Agarwal, Kamal Agarwal, and Others under FIR No. 464 of 2024.

Dear Sir/Madam,

I, Vikas Shukla, am writing on behalf of Mr. Michiel Kneefel, a resident of the Netherlands. We wish to provide essential information related to the on-going investigation concerning FIR No. 464 of 2024.

It has come to our attention that Mr. Kamal Agarwal, a co-accused in this case, has proposed a One-Time Settlement with Axis Bank Ltd. dated 21/08/2024, offering to repay a total of Rs. 13.30 Crores as follows:

US Dollars $ 3,30,000	Rs.2,80,00,000/-
INR Currency	Rs.50,00,000/-
Balance in 45 Days	Rs.10,00,00,000/-
Total	**Rs.13,30,00,000/-**

Additionally, Mr. Michiel Kneefel recently met with Mr. Natwarlal Tibrewal at his dental clinic in Leeds, UK, on 19th September 2024. During this meeting, Mr. Tibrewal indicated that he has begun remitting funds received by his company, Shorelight Ltd., totaling approximately $490,000, to a USA account held by Ammeet Agarwal (S4 Aviation & Logistics Inc.). These funds appear to be routed back to India for repayment to Axis Bank.

The following outlines the suspected money laundering activities:

$5,50,000 US Dollars	
$60,000 collected in Bank Account of Supreme Transport Organisation Pvt. Ltd in Bank Account at Bank of Baroda, Sakinaka Branch, Mumbai ↓ $60,000 paid to Airports Authority of India towards fees and charges.	$4,90,000 collected at Bank Account of Shorelight Ltd at Lloyds Bank at United Kingdom (UK). ↓ Money being Sent to S4 Aviation & Logistics Inc. USA (Account withheld by Ammeet Agarwal) ↓ $3,30,000 sent from S4 Aviation & Logistics Inc, USA to Kamal Agarwal or Ammeet Agarwal's Account or their controlled account to be paid to Axis Bank Ltd as per the proposal above dated.21/08/2024. ↓

	Money converted to INR to be paid to Axis Bank. ↓ Money Paid Rs.3,30,00,000/- to Axis Bank in INR as insisted by them at the Hon. National Company Law Appellate Tribunal (NCLAT) in September 2024 as per NCLAT Order dated.27.09.2024.

The funds are reportedly sent to S4 Aviation & Logistics Inc. in the USA, which is managed by Ammeet Agarwal. It is learnt that $3,30,000 was transferred from S4 Aviation & Logistics Inc., USA to either Kamal Agarwal's or Ammeet Agarwal's accounts to fulfill the proposed repayment to Axis Bank as outlined in the One-Time Settlement.

Further, Rs. 3,30,00,000 has already been paid to Axis Bank in INR, as informed by Axis Bank to the Honourable National Company Law Appellate Tribunal (NCLAT) vide their order dated 27.09.2024.

In light of the above, we urgently request the provisional attachment of Rs. 2,80,00,000 lying with Axis Bank, specifically through their representatives:

- Mr. Nilay Sharan (9773199515; Email: nilay.sharan@axisbank.com)
- Mr. Santosh Nangare (9820413949; Email: santosh.nangare@axisbank.com)

We kindly urge you to act swiftly in attaching the aforementioned funds until a complete audit trail of these transactions is provided, supported by bank statements from Shorelight Ltd., S4 Aviation & Logistics Inc., and the accounts of Kamal and Ammeet Agarwal in India.

Thank you for your cooperation and assistance in this matter.

Sincerely and Faithfully,

Vikas Shukla.
(On Behalf of Mr. Michiel Kneefel).

आ.क्र. 5587 /आगुवि/२०25
(30/06)

(443) 5198
28/6/25

दिनांक: २३-०६-२०२५

DCP EOW-I
Unit-5(GC-3)

30/06

पोलीस सह आयुक्त
आर्थिक गुन्हे विभाग, मुंबई

तपास अधिकारी,
आर्थिक गुन्हे शाखा (EOW),
मुंबई पोलिस,
क्रॉफर्ड मार्केट,
डीएन रोड, मुंबई – ४०० ००१.

विषय: तक्रारीशी संबंधित अतिरिक्त माहिती – २०२४ चा सीआर क्रमांक ३२ (२०२४ चा ४६४, सहार पोलिस स्टेशन).

संदर्भ: आरोपी – श्री. अमीत अग्रवाल, श्री. कमल अग्रवाल आणि श्री. आकाश अग्रवाल.

प्रिय महोदय,

वरील संदर्भित प्रकरणाबाबत अधिक संबंधित माहिती सादर करण्यासाठी आम्ही लिहित आहोत. आमच्या चालू तक्रारी आणि तपासाला समर्थन देणारे तपशीलवार खाते खाली शोधा:

१. गुजरातमधील मुंद्रा बंदरातील प्रधान कस्टम्स आयुक्त कार्यालयाकडून २९.०१.२०२४ रोजी देण्यात आलेल्या कारणे दाखवा सूचना क्रमांक CUS/ASS/MISC/137/2027/EA नुसार, श्री. अमीत अग्रवाल यांनी विचार न करता विमान विक्री केल्याचा देखावा निर्माण करण्यासाठी कस्टम्सकडे बनावट पावत्या दाखल करण्यासाठी एका तृतीय पक्षाची नियुक्ती केली. नंतर विभागाने स्थापित केले की सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमिटेड ही खरी विक्रेता होती. एनसीएलटीच्या ०५.१२.२०२२ च्या आदेशाने मालमत्ता व्यवहारांना स्पष्टपणे प्रतिबंधित केले असूनही, कर चुकवण्यासाठी अनेक बनावट कागदपत्रे सादर करण्यात आली. (परिशिष्ट अ).

२. श्री. कमल अग्रवाल यांनी ०७.०२.२०२३ रोजीच्या अधिकृत पत्रावर स्वाक्षरी केली, ज्यामध्ये व्हीटी-यूडीएन विमानाच्या बाहेर पडण्याची परवानगी देण्यात आली, हे चांगलेच माहीत होते की एनसीएलटीच्या ०५.१२.२०२२ च्या आदेशाने मालमत्ता व्यवहारांना प्रतिबंधित केले आहे. त्यावेळी

Office of the Dy. Commissioner of Police (EOW) I Mumbai
Inward No. 3192
Date 01/7/2025
ACP
Unit GC III
Dy. Commissioner of Police
EOW-1 Mumbai

444

पो. नि. त्यांडे

वरिष्ठ पोलीस निरिक्षक
कक्ष-५ (जनरल चिटिंग-३)
आर्थिक गुन्हे विभाग, मुंबई.

आ.क्र. 586 /वपोनि.कक्ष-५(ज.चि-३)/आगुवि/२०२५
दिनांक :- 03/07/25

TRC.-32/25
Date-04/07/25

अध्यक्ष आणि व्यवस्थापकीय संचालक म्हणून, त्यांना व्यवहाराच्या फसव्या स्वरूपाची पूर्ण जाणीव होती आणि त्यामुळे त्यांनी श्री. अममीत अग्रवाल यांना मदत केली. (परिशिष्ट ब).

३. ८.९.२०२३ रोजी नियुक्त झालेले अंतरिम रिझोल्यूशन प्रोफेशनल (IRP), सीए प्रशांत जैन यांनी २९.०१.२०२४ रोजीच्या टर्मिनेशन लेटरद्वारे श्री. मिशियल नीफेल (ट्रेक एअर बीव्ही) यांना विमान विक्री अवैध असल्याचे औपचारिकपणे सूचित केले. श्री. अममीत अग्रवाल यांच्या निर्देशानुसार विक्रीची रक्कम ऑफशोअर यूके खात्यात चुकीच्या पद्धतीने पाठवण्यात आली, ज्यामुळे कर्जदार आणि भागधारकांना फसवण्याचा स्पष्ट हेतू दिसून आला. (परिशिष्ट क).

४. आरोपी कमल अग्रवाल, अममीत अग्रवाल, आकाश अग्रवाल यांनी दाखल केलेल्या अर्ज क्रमांक ५४८७ ऑफ २०२३ च्या उत्तरात, एनसीएलटी न्यायालयाने १०.१०.२०२४ रोजीच्या आदेशानुसार विमान सोडण्याची विनंती नाकारली. न्यायालयाने पुनरुच्चार केला की ही विक्री व्यवस्थापन वादादरम्यान झाली (सीपी क्रमांक ८८/२०१५ आणि आयए क्रमांक ६२५/२०२२) ज्यामध्ये कंपनीच्या मालमत्तेवर यथास्थिती लागू करण्यात आली होती, ज्यामुळे व्यवहार बेकायदेशीर आणि फसवा ठरला. (परिशिष्ट ड).

५. निलंबित असूनही, श्री. अममीत अग्रवाल यांनी दिनांक ३०.१०.२०२३ रोजी मुंद्रा बंदरातील कस्टम उपायुक्तांना संचालक म्हणून पत्र लिहून विमान कंटेनर सोडण्याची मागणी केली. उपायुक्तांनी दिनांक ६.११.२०२३ रोजी पत्र क्रमांक CUS/EP/MISC/212/2023-EA द्वारे प्रतिसाद दिला, ज्यामध्ये असे म्हटले होते की कंपनीमध्ये CIRP आधीच सुरू झाले असल्याने, संपर्क IRP प्रशांत जैन द्वारे पाठवला पाहिजे. (परिशिष्ट ई).

६. श्री. अमीत अग्रवाल यांनी त्यांच्या काकांच्या फर्ममध्ये युकेमध्ये $४९०,००० बेकायदेशीरपणे ठेवले आणि या रकमेवर $७२,७७९ USD व्याजाने (१% वार्षिक) मिळवले, ज्यामुळे कंपनीचा निधी गैरवापर झाला. (परिशिष्ट F).

७. २०२४ च्या एफआयआर क्रमांक ३२ मध्ये सह-आरोपी असलेल्या श्री. नटवरलाल टिब्रेवाल आणि श्रीमती लता टिब्रेवाल (शोरलाईट लिमिटेड, यूके) यांनी चुकीच्या पद्धतीने पाठवलेले निधी परत करण्यासाठी श्री. मिशियल नीफेल यांच्याशी संपर्क साधला. त्यांच्याशी कोणतेही पूर्व करार किंवा संपर्क नव्हता हे लक्षात घेऊन, श्री. नीफेल यांना समजले की त्यांना निधीच्या फसव्या स्वरूपाची माहिती नव्हती. माननीय मुंबई उच्च न्यायालयाने १६.०५.२०२५ रोजी ०७.०४.२०२५ रोजी एक संमती करार अंमलात आणला आणि तो स्वीकारला, ज्यामुळे टिब्रेवालांविरुद्धचा एफआयआर अंशतः रद्द करण्यात आला. संमतीच्या अटींमध्ये, श्री. टिब्रेवाल यांनी पुष्टी केली की त्यांना निधीच्या उत्पत्तीबद्दल किंवा फसव्या पार्श्वभूमीबद्दल कोणतीही माहिती नव्हती आणि फक्त कमल अग्रवाल, अममीत अग्रवाल आणि आकाश अग्रवाल यांचाच यात सहभाग होता. (परिशिष्ट G).

८. श्री. नटवरलाल टिब्रेवाल यांच्याकडून $४९०,००० USD वसूल केल्यानंतर, श्री. कमल अग्रवाल, श्री. अममीत अग्रवाल आणि श्री. आकाश अग्रवाल यांच्याविरुद्ध एकूण थकबाकी असलेला दावा अंदाजे $८५१,५३५ USD ($४,८२,१२७ व्याजाच्या रकमेसह) आहे. (परिशिष्ट H).

चालू चौकशीला मदत करण्यासाठी आम्ही तुम्हाला या महत्त्वाच्या तथ्यांचा तपास नोंदींमध्ये समावेश करण्याची विनंती करतो. तुमच्या सततच्या पाठिंब्याची आणि सहकार्याची आम्ही प्रशंसा करतो.

तुमचे मनापासून,

विकास शुक्ला
तक्रारदार
श्री. मिशिएल नीफेल यांच्या वतीने.

सदैव तत्पर सदैव मदतीस
दुरध्वनी क्र.२६२०१११-वि.क्र.६७५

सत्यमेव जयते

महाराष्ट्र शासन

पोलीस विभाग

वरिष्ठ पोलीस निरीक्षक,
कक्ष-५ (जन.चि.-३),आर्थिक गुन्हे विभाग,मुंबई
मा.पोलीस आयुक्त यांचे कार्यालय आवार,
गेट नंबर-५, एल.टी.मार्ग, क्रॉफर्ड मार्केट, मुंबई ४००००१
Email ID

जा.क्र.१९३/वपोनि/कक्ष-५ (ज.चि-३)/व.पो.नि.लांडे/आगुवि/२०२५ दिनांक २२/०८/२०२५

प्रति,

श्री विकास केशवराम शुक्ला,
रा.ठी. १००१ जमाईका, नाहर अम्रीतशक्ती
चांदीवली फॉर्म रोड, अंधेरी ४०००७२.

विषय - गुन्हयाच्या तपासाच्या अनुषंगाने माहिती सादर करणेबाबत..
संदर्भ -१) आर्थिक गुन्हे विभाग,गुरक्र.३२/२०२४ कलम- ४०९,४२०,४६५,४६७, ४६८,४७१,३४ भादवि

उपरोक्त विषय व संदर्भास अनुसरून आपणांस कळविण्यात येते की, आपण दिलेल्या फिर्यादी वरून आरोपी नामे अमित अगरवाल व इतर यांच्या विरूध्द वर नमुद प्रमाणे गुन्हा नोंद करण्यात आला असुन सदरचा गुन्हा तपासाधीन आहे.प्रस्तुत गुन्हयाच्या पुढील तपासाच्या अनुषंगाने आपण खालील नमुद मुदयांची माहिती दोन दिवसात या कक्ष कार्यालयास सादर करावी.

१) Trek Air BV आणि M/s Intercontinental Commercial air craft ink Florida यांच्या मध्ये झालेल्या Aircraft Parches Agreement ची प्रत

२) Trek Air BV यांनी ESCROW खात्यावर पाठविण्यात आलेल्या रक्कमेंचे बॅक स्टेटमेंन्ट

३) ESCROW खात्यामधुन Supreme Transport Organisation Pvt. Ltd. यांच्या बॅक खात्यावर विमानाच्या खरेदी करीता पाठविण्यात आलेल्या रक्कमचे बँक स्टेटमेंट

४) M/s Flyd Aerospares Pvt Ltd. यांनी Intercontinental Commercial air craft ink Florida यांना जारी केलेल्या Invoice प्रती.

५) नमुद गुन्हयातील विमान हे जयपुर ते मुंद्रा पोर्ट, गुजरात या ठिकाणी पाठविण्यात आले त्याबाबतचा Transportation बिलाच्या पावत्या

६) विमान व्यवहारादरम्यान मुंद्रा पोर्ट ऑथोरेटी यांच्याकडे सादर केलेल्या शिपींग बिलाच्या तपशीलासह सत्य प्रती.

Read
22/08/25
16:35pm.

SR. INSPECTOR OF POLICE
सत्यमेव जयते
E.O.W., MUMBAI

(होनाजी लांडे)
वरिष्ठ पोलीस निरीक्षक
कक्ष-५(ज.चि.३)आगुवि,मुंबई

आ.क्र. 7505/आगुवि/२०२५
29/8/25

6926
29/8/25
448

तारीख: २५ ऑगस्ट २०२५

DCP EOW-I
Unit-5 (GC-3)
29/8
पोलीस सह आयुक्त
आर्थिक गुन्हे विभाग, मुंबई

तपास अधिकारी,
आर्थिक गुन्हे शाखा,
मुंबई पोलिस,
युनिट ५ (सामान्य फसवणूक -३)
तळमजला,
मुंबई पोलिस आयुक्त कार्यालय,
डॉ. डी. एन. रोड, क्रॉफर्ड मार्केट समोर,
मुंबई – ४००००१.

Office of the Dy. Commissioner of Police (EOW) I Mumbai
Inward No. 4166
30/8/25
GC III
Dy. Commissioner of Police
EOW-1 Mumbai

विषय: २२ ऑगस्ट २०२५ रोजीच्या तुमच्या पत्राचे उत्तर

प्रिय महोदय,

२२ ऑगस्ट २०२५ रोजीच्या तुमच्या पत्राच्या उत्तरात, आम्ही खालील मुद्देसूद स्पष्टीकरण देत आहोत:

१. विमान व्हीटी यूडीएनसाठी व्यवसाय कराराबद्दल:

TREK Air BV, ४० वर्षांहून अधिक काळ विमानांच्या खरेदी-विक्रीत गुंतलेली आहे. ती जगभरातील स्थापित खरेदीदार आणि स्थानिक भागीदारांचे नेटवर्क राखते आणि या कालावधीत २०० हून अधिक व्यवहार यशस्वीरित्या पूर्ण केले आहेत. विमान VT UDN च्या व्यवहाराबाबत, TREK Air BV चे श्री. मिशिएल नीफेल यांनी मेसर्स सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमिटेड कडून विमान खरेदी केले होते. ते अमेरिकेतील एका नियमित खरेदीदाराला, मेसर्स इंटरकॉन्टिनेंटल कमर्शियल एअरक्राफ्ट इंक. ला विकण्याच्या उद्देशाने. आरोपींनी केलेल्या कथित फसवणुकीमुळे हा व्यवहार पूर्ण होऊ शकला नाही. हे लक्षात ठेवणे महत्त्वाचे आहे की अंतिम खरेदीदारासोबत औपचारिक विक्री करार हा मुंद्रा बंदरातून विमानाच्या यशस्वी प्रेषणावर आणि विक्रीच्या वेळी दुरुस्ती खर्चाचे मूल्यांकन करण्यासाठी आणि त्याचे बाजार मूल्यांकन पुष्टी करण्यासाठी त्यानंतरच्या भौतिक पडताळणीवर अवलंबून होता. विमान कधीही प्रेषण केले गेले नसल्यामुळे, हा करार कधीही अंतिम किंवा स्वाक्षरीकृत झाला नाही. म्हणून, आमच्याकडे सादर करण्यासाठी असा कोणताही दस्तऐवज अस्तित्वात नाही.

पो.नि. लांडे

वरिष्ठ पोलीस निरिक्षक
कक्ष-५ (जनरल चिटिंग-३),
आर्थिक गुन्हे विभाग, मुंबई.

Kshukla

आ.क्र. 759 /बपोनि/कक्ष-५(ज.चि-३)/आगुवि/२०
दिनांक

२. आणि ३. व्यवहार पावत्यांबाबत:

आवश्यकतेनुसार, कृपया तुमच्या संदर्भासाठी खालील व्यवहार पावत्या जोडा:

· पॉवेल एअरक्राफ्ट टायटल सर्व्हिसेस एलएलसीच्या एस्क्रो खात्यात ५ ऑगस्ट २०२२ रोजी ट्रेक एअर बीव्ही कडून ५५०,००० अमेरिकन डॉलर्सच्या पेमेंटची पावती.

· पॉवेल एअरक्राफ्ट टायटल सर्व्हिसेस एलएलसी कडून १० जानेवारी २०२३ रोजी बँक ऑफ बडोदा, मुंबई येथील सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमिटेडच्या खात्यात ६०,००० अमेरिकन डॉलर्स भरल्याची पावती आणि सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमिटेडचे बँक स्टेटमेंट.

· पॉवेल एअरक्राफ्ट टायटल सर्व्हिसेस एलएलसी कडून शोरलाईट लिमिटेडच्या यूके खात्यात ४९०,००० अमेरिकन डॉलर्स भरल्याची पावती.

४. कस्टम्सना सादर केलेल्या कागदपत्रांबाबत:

मेसर्स फ्लायड एरोस्पेसेस प्रायव्हेट लिमिटेड आरोपी श्री. अमीत अग्रवाल यांच्याशी थेट संपर्क साधत होते आणि त्यांच्या सूचनांनुसार कस्टम्स अधिकाऱ्यांना कागदपत्रे सादर करत होते. आमच्याकडे या कागदपत्रांच्या प्रती नाहीत.

तुम्ही ते थेट येथून मिळवू शकता:

· फ्लायड एरोस्पेसेस प्रायव्हेट लिमिटेडचे श्री. रवींद्र पांडे (मोबाइल: +९१ ९९९९० ४६३७४). आमच्या संपर्काच्या प्रयत्नांना त्यांनी प्रतिसाद दिला नाही हे आम्हाला लक्षात आहे.

· एएसआर लॉजिस्टिक्स इंडिया प्रायव्हेट लिमिटेडचे श्री राजेंद्र सिंग राव (मोबाइल: +९१ ९८२०३ ३०९११), जे या विमानासाठी शिपिंग लॉजिस्टिक्स हाताळत होते.

५. शिपिंग बिल.

कंटेनरसाठी शिपिंग बिल तुमच्या विनम्र संदर्भासाठी येथे जोडले आहे.

संलग्न कागदपत्रे:

तुमच्या सर्वसमावेशक पुनरावलोकनासाठी, आम्ही खालील कागदपत्रे देखील जोडली आहेत:

· अमीत अग्रवाल यांनी मुंद्रा बंदरात सादर केलेला जीएसटी फॉर्म ज्यामध्ये असा दावा केला आहे की या व्यवहारावर जीएसटी लागू नाही.

· चार्टर्ड अकाउंटंटच्या प्रमाणपत्रात आरोपी व्यक्तींनी असे म्हटले आहे की व्यवहाराची माहिती मार्च २०२३ च्या जीएसटी रिटर्नमध्ये दिसून येईल.

कंटेनर सोडण्यासाठी सुप्रीम ट्रान्सपोर्ट ऑर्गनायझेशन प्रायव्हेट लिमिटेडने ४ मे २०२३ रोजी सादर केलेला स्वाक्षरी नसलेला बाँड.

आम्हाला विश्वास आहे की ही माहिती तुमच्या चौकशीसाठी उपयुक्त ठरेल. तुम्हाला अधिक स्पष्टीकरण हवे असल्यास कृपया आमच्याशी संपर्क साधण्यास अजिबात संकोच करू नका.

विनम्र,

विकास शुक्ला
मिशिएल नीफेल, ट्रेक एअर बीव्ही यांच्या वतीने

समाविष्ट आहे: सांगितल्याप्रमाणे.

2/3

451

Payment Details - 2327D27317F63Y83

International High Value (Wire)
Payment Category: Urgent/Wire
Status: Confirmed By Bank
Transaction ID: 2327D27317F63Y83

Debit Account Information

Debit Bank:	103000037
Debit Account:	002865048493
Debit Account Name:	POWELL AIRCRAFT TITLE SERVICE LLC
Debit Currency:	USD

POWELL AIRCRAFT TITLE SERVICE LLC

Beneficiary Details

Beneficiary Name:	Shorelight Limited SHORELIGHT Ltd.	Beneficiary Account:	77480568
Beneficiary Address:	8 Sandmoor Drive	Beneficiary Bank ID:	LOYDGB21209 Lloyds Bank Plc 2 The Headrow Leeds GB
Beneficiary City:	Leeds, York		
Beneficiary Postal Code:	LS17 7DG		
Beneficiary Country:	GB - United Kingdom	Beneficiary Email:	
		Beneficiary Mobile Number:	

Payment Details

Credit Currency:	USD	Value Date:	02/07/2023
Credit Amount:	487,347.00 487347 $		02/07/2023
Debit Amount:	487,347.00		7th Feb 2023
*Purpose of Payment:			

Optional Information

Sender's Reference Number:	N420JP	Beneficiary Information:	Cessna 20882430 VTUDN less escrow fees to be N420JP

Additional Routing

Charges:	Shared	Received Information:	
Intermediary Bank ID:			

Control Information

Input:	ccrawford	Input Time:	02/07/2023 12:28:07 PM CST
Approved:	devises	Time:	02/07/2023 12:51:02 PM CST
Initial Confirmation:	WTX 20230207000373937		
Confirmation #:	SWFT230207BOFAUS3NOXX1059502149		

This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep these numbers handy in case you have any questions regarding this transaction. If any portion questions, please contact customer service. Thank you.

Travelex Bank

AV ENG LUIZ CARLOS BERRINI, 105-5 ANDAR
01156-060

Fone:(11) 3728-8444 Fax
e-mail: Fax

Cópia de Mensagem SWIFT(103) - Enviada

2/3

45

AEROTRADING AVIACAO LTDA

Rua Guará - S/N - Ribeirão Preto SP

fabio@aerotrading.com.br

Message Identifier

Message Preparation	**Applic. Interface**

Message Header

Status	**Read-Only**
Format	**Swift**
Application	**FIN**
Identifier	**fin. 103**
Priority	**Normal**
Monitoring	**None**
MUR	**3830181**
UETR	**4b677836-d5ed-40c4-bd3f-5ca520c24ecc**
Transaction Reference	**I314290939**
Amount: 550000	**Currency: USD** **Value Date: 05/08/2022**

Sender / Receiver:

Sender Institution	BKCOBRSP	TRAVELEX BANCO DE CAMBIO S.A. SAO PAULO
Receiver Institution	CHASUS33	JPMorganChase New York UNITED STATES

Message Text

Block 3
{108:3830181}{111:001}{121:4b677836-d5ed-40c4-bd3f-5ca520c24ecc}}{4:
:20:I314290939
:23B:CRED
:32A:220805USD550000,00
:50K:/12625913000182
AEROTRADING AVIACAO LTDA
Rua Guara S/N
BR/Ribeirao Preto SP 14075 510
:57A:BOFAUS3N
:59F:/002868048493
1/Powell Aircraft Title Service
3/US
:70:/INV/004/22
:71A:OUR
-}□

2/3

453

Payment Details - 231AB23151F42B82

International High Value (Wire)
Payment Category: Urgent/Wire
Status: Confirmed By Bank
Transaction ID: 231AB23151F42B82

Debit Account Information

Debit Bank	[redacted]
Debit Account	[redacted]
Debit Account Name	POWELL AIRCRAFT TITLE SERVICE LLC
Debit Currency	USD

Beneficiary Details

Beneficiary Name	Supreme Transport Organisation Pvt	Beneficiary Account	04720200000561
Beneficiary Address	175	Beneficiary Bank ID	400012057 Bk of Baroda J.P.House, M.V.Road, Suki Naka Mumbai IN
Beneficiary City	120		
Beneficiary Postal Code	400072	Beneficiary Email	
Beneficiary Country	IN - India	Beneficiary Mobile Number	

Payment Details

Credit Currency	USD	Value Date	01/10/2023
Credit Amount	60,000.00		
Debit Amount	60,000.00		
Purpose of Payment	payment of invoice		

60,000 $

10th JAN 2023

Optional Information

Sender's Reference Number	VT-JDN	Beneficiary Information	/POP payment of invoice VT-JDN Cessna 208B sn 208B2420

Additional Routing

Charges	Shared	Receiver Information	
Intermediary Bank ID			

Control Information

Input	Forwarded	Input Time	01/10/2023 10:28:48 AM CST
Approval	Details	Time	01/10/2023 10:37:01 AM CST
Initial Confirmation	WTX 20230110007C5088		
Confirmation #	FEDR 20230110B687HL3R007231		

This transaction is subject to bank rules and regulations governing such electronic transactions as determined in our customer agreement. Please keep these numbers handy in case you have any questions regarding this transaction. If any portion questions please contact customer service. Thank you.

2/3

454

BANK OF BARODA

Date: 12-01-2023

SAKINAKA MUMBAI

Time: 19:34:26

ADDRESS: 4-5 TOWN CENTER NEAR MITTAL ESTATE, SA,MUMBA,MH,400059
HELPLINE NO. : 1800223344/18001024455/18002584455
BRANCH PHONE NO. :022-28508565
MICR CODE: 400012057 IFSC CODE: BARB0SAKINA

Page No: 1

A/C Name : M/S. SUPREME TRANSPORT ORGANISATION PVT. LTD.
Address : 49 WAVIKAR LANE
MALEGAON
City : MALEGAON,MAHPin Code : 423203
Tel No. :
Joint Holders:

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 12-01-2023 to 12-01-2023

DATE ENTRY TIME	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE
12-01-23					45.15Cr
12-01-23	0412IREX01077723/CRE001/BINSTA			48,83,660.59	48,83,705.74Cr
12-01-23	Charges for PORD Customer Paymen		58.00		48,83,647.74Cr
12-01-23	RTGS-BARBR52023011200827638-AIRP	683303	46,11,826.00		2,71,821.74Cr
12-01-23	Charges for PORD Customer Paymen		29.00		2,71,792.74Cr
12-01-23	RTGS-BARBR52023011200827905-PSS	683302	2,42,155.00		29,637.74Cr
12-01-23	DIGITB-VADODARA/UPI/301263598550			100.00	29,737.74Cr
12-01-23	Charges for PORD Customer Paymen		5.60		29,732.14Cr
12-01-23	NEFT-BARBW23012606476-JAIPUR INT	683304	29,679.00		53.14Cr
Page Total:			48,83,752.60	48,83,760.59	53.14Cr
Grand Total:			48,83,752.60	48,83,760.59	53.14Cr

Note: Cheques received in inward clearing will be considered for debiting/ returning on the basis opening balance in account
Unless the constituent notifies the bank of any discrepancy in this statement within 15 days from the date of statement, it will be construed that the transaction(s) in the statement are correct.

4
455

FORM GST RFD - 11

[See rule 96A]

Furnishing of Letter of Undertaking for export of goods or services

Applicant Details :

Goods and Services Tax Identification Number
27AAMCS0611A2ZU

Legal Name
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

Trade Name
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

Address
GROUND, 5/B 34, AKSHAY MITTAL INDUSTRIAL ESTATE, M V ROAD, ANDHERI EAST, Mumbai Suburban, Maharashtra, 400059

LUT details :

LUT Applied for financial year

2023-24

Document Upload
Previous Letter of Undertaking (LUT)

456

Letter of Undertaking for export of goods or services without payment of integrated tax

[See rule 96A]

Goods and Services Tax Identification Number - **27AAMCS0611A2ZU**

To
The President of India (hereinafter called the "President"), acting through the proper officer

I/We **SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED** of **GROUND, 5/B 34, AKSHAY MITTAL INDUSTRIAL ESTATE, M V ROAD, ANDHERI EAST, Mumbai Suburban, Maharashtra, 400059** having Goods & Services Tax Identification Number No. **27AAMCS0611A2ZU** hereinafter called "the undertaker(s) including my/our respective heirs, executors/ administrators, legal representatives/ successors and assigns by these presents, hereby jointly and severally undertake on this **5th day of April, 2023** to the President

- ☑ (a) to export the goods or services supplied without payment of integrated tax within time specified in sub-rule (1) of rule 96A;
- ☑ (b) to observe all the provisions of the Goods and Services Tax Act and rules made thereunder, in respect of export of goods or services;
- ☑ (c) pay the integrated tax, thereon in the event of failure to export the goods or services, along with an amount equal to eighteen percent interest per annum on the amount of tax not paid, from the date of invoice till the date of payment.

I/We declare that this undertaking is given under the orders of the proper officer for the performance of enacts in which the public are interested.

IN THE WITNESS THEREOF these presents have been signed the day hereinbefore written by the undertaker(s)

1. Name of Witness — Occupation
   BEEKESH CHOUDHARY
   Address of Witness
   DEODHA WARD 03, DEODHA, SAMASTIPUR, Samastipur, Bihar, 848208

2. Name of Witness — Occupation
   SATANDER SINGH
   Address of Witness
   A-13, ADARSH NAGAR, NAJIBABAD, BIJNOR, Bijnor, Uttar Pradesh, 246763

Place of Filing LUT	Date of Filing LUT
MUMBAI	**05/04/2023**

Verification details :

Name of Primary/ other Authorized Signatory — Place

457

(11)

AMMEET AGARWAL[AKUPA2069F]

MUMBAI

Designation / Status
DIRECTOR

Date
05/04/2023

456

Letter of Undertaking for export of goods or services without payment of integrated tax

[See rule 96A]

Goods and Services Tax Identification Number - **27AAMCS0611A2ZU**

To
The President of India (hereinafter called the "President"), acting through the proper officer

I/We **SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED** of **GROUND, 5/B 34, AKSHAY MITTAL INDUSTRIAL ESTATE, M V ROAD, ANDHERI EAST, Mumbai Suburban, Maharashtra, 400059** having Goods & Services Tax Identification Number No. **27AAMCS0611A2ZU** hereinafter called "the undertaker(s) including my/our respective heirs, executors/ administrators, legal representatives/ successors and assigns by these presents, hereby jointly and severally undertake on this **5th day of April, 2023** to the President

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- ☑ (b) to observe all the provisions of the Goods and Services Tax Act and rules made thereunder, in respect of export of goods or services;
- ☑ (c) pay the integrated tax, thereon in the event of failure to export the goods or services, along with an amount equal to eighteen percent interest per annum on the amount of tax not paid, from the date of invoice till the date of payment.

I/We declare that this undertaking is given under the orders of the proper officer for the performance of enacts in which the public are interested.

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   BEEKESH CHOUDHARY
   Address of Witness
   DEODHA WARD 03, DEODHA, SAMASTIPUR, Samastipur, Bihar, 848208

2. Name of Witness — Occupation
   SATANDER SINGH
   Address of Witness
   A-13, ADARSH NAGAR, NAJIBABAD, BIJNOR, Bijnor, Uttar Pradesh, 246763

Place of Filing LUT
MUMBAI

Date of Filing LUT
05/04/2023

Verification details :

Name of Primary/ other Authorized Signatory — Place

(11)

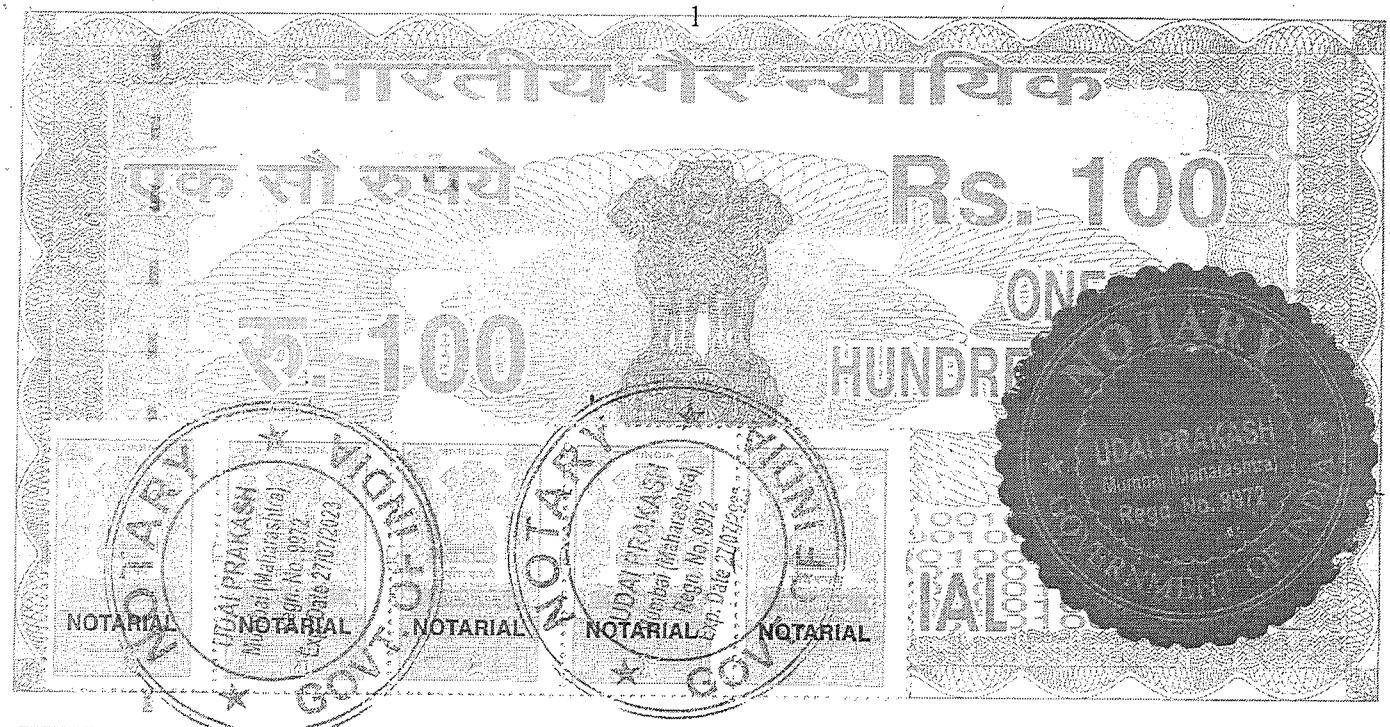
AMMEET AGARWAL[AKUPA2069F]

MUMBAI

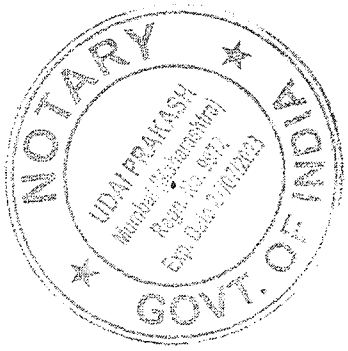
Designation / Status
DIRECTOR

Date
05/04/2023

458



महाराष्ट्र MAHARASHTRA ◐ 2022 ◐ 52AA 143908



प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क. ८०००९५
25 APR 2023
सक्षम अधिकारी

श्रीमती लोचना सरमळकर

Form of Bond for Provisional Release

THE PRESIDENT OF INDIA

THROUGH THE ADDITIONAL/JOINT COMMISSIONER OF CUSTOMS, CUSTOM HOUSE, MUNDRA PORT

Know all men by these present that we **SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED, ADDRESS: GROUND, 5/B 34, AKSHAY MITTAL INDUSTRIAL ESTATE, M V ROAD, ANDHERI EAST, MUMBAI Suburban, Maharashtra, 400059 (Company Name and Address)**, herein after called the "Guarantor" which shall unless excluded by if repugnant to the subject and context include (in case of individual) his heirs, executor, administrators and or representatives (in case of firm) their partners and their respective heirs executors, administrators and or representatives (in case of limited company)

459

3 MAY 2023

जोडपत्र - ५ Annexure - I

प्रतिज्ञापत्रासाठी Only for Affidavit

002481

मुद्रांक विकत घेणाऱ्याचे नाव _____

मुद्रांक विकत घेणाऱ्याचे रहिवाशी पत्ता _____

मुद्रांक विक्रिबाबतची नोंद वही अनु. क्रमांक _____

3 MAY 2023

मुद्रांक विकत घेणाऱ्याची सही

परवाना क्रमांक : [illegible]

मुद्रांक विक्रीचे ठिकाण : [illegible] कोर्ट बार असोसिएशन

एन. एन. कोर्ट, [illegible] शनच्या बाजुला, अंधेरी (पूर्व), मुंबई - ६१.

शासकीय कार्यालयांसमोर प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक कागदाची आवश्यकता नाही. (शासन आदेश दि. ०१/०७/२००४) नुसार

[illegible] कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी [illegible] ६ महिन्यात वापरणे बंधनकारक आहे.

SUPREME TRANSPORT ORGANISATION PVT LTD
B 34 AKSHAY MITTAL INDL ESTATE
M V ROAD ANDHERI EAST
MUMBAI - 400 069
TEL NO 022 4238 8940

NOTARY
UDAI PRAKASH
Mumbai (Maharashtra)
Regn. No. 9872
Exp. Date 27/07/2023
GO

460

भारतीय गैर न्यायिक

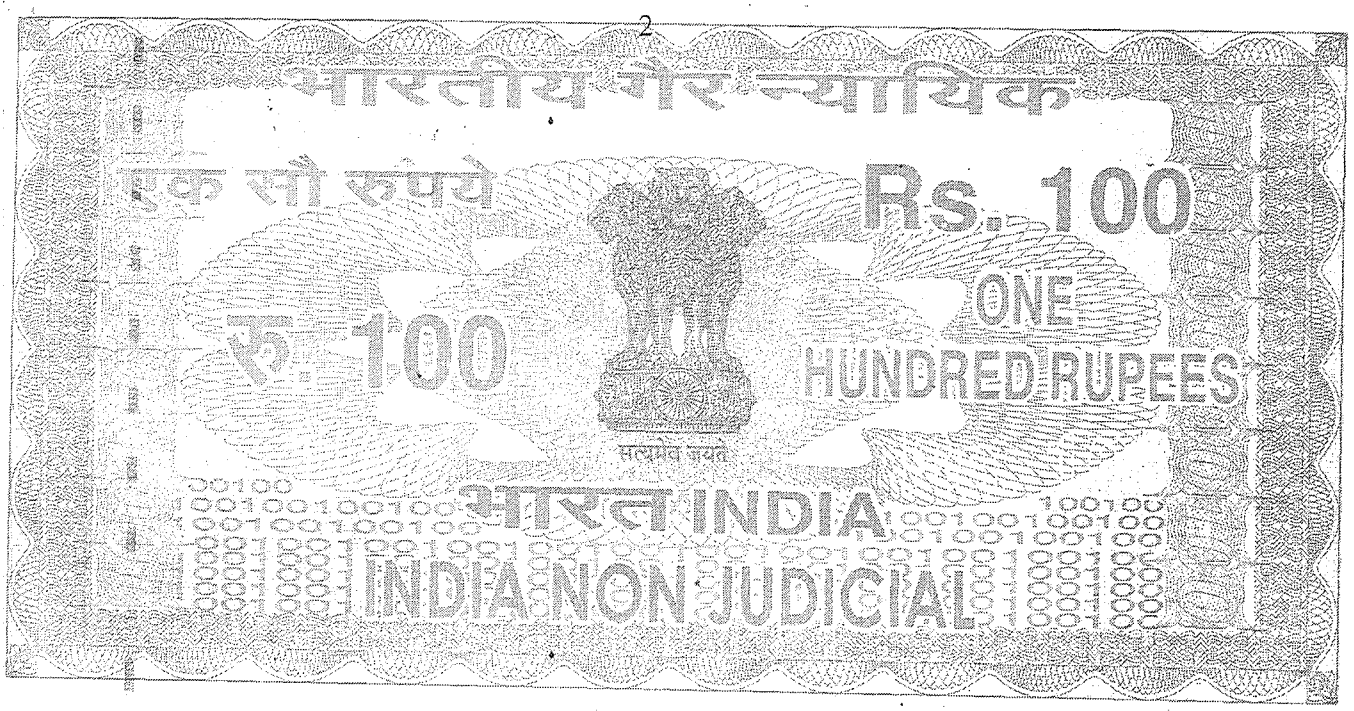
एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL



महाराष्ट्र MAHARASHTRA ◐ 2022 ◐ 52AA 143909

NOTARY UDAI PRAKASH Mumbai (Maharashtra) Regn. No. 9972 Exp. Date 27/07/2023 GOVT. OF INDIA

प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क्र. ८०००७५
25 APR 2023
सक्षम् अधिकारी

श्रीमती लोचना सरमळकर

their successor and or successors are held and firmly bound into the President of India, hereinafter called the Government of India' which expression shall include his successor and assign a sum of Rs. 4,48,00,000.00 to be paid to The Government of India or the Commission of Customs, Customs House, Mundra or as he may direct for which payment will and truly to be made, we the guarantor do bind and oblige ourselves to the whole firmly be these presents.

Whereas the Guarantor is the sole owner of the goods mentioned in the Schedule thereto which is in Mundra Port pending clearance from Customs Department to decide Export against IGST Payment or Export under LUT Bond appropriate Customs Tariff Heading and to decide the IGST Mode and the case is under consideration and investigation of the SIIB, CH, Mundra Port

(461)

3 MAY 2022

002482

आडवाई - १ Annexure - 1

फक्त प्रतिज्ञापत्रासाठी Only for Affidavit

मुद्रांक विकत घेणाऱ्याचे नाव _____

मुद्रांक विकत घेणाऱ्याचे रहिवाशी पत्ता _____

मुद्रांक विक्रिबाबतची नोंद वही अनु. क्रमांक _____

SUPREME TRANSPORT ORGANISATION PVT LTD
5 B 34 AKSHAY MITTAL INDL ESTATE
M V ROAD ANDHERI EAST.
MUMBAI - 400 059
TEL NO 022 4238 3940

3 MAY 2022

मुद्रांक विकत घेणाऱ्याची सही परवानाधारक मुद्रांक विक्रिबाबतची सही

परवाना क्रमांक [illegible]

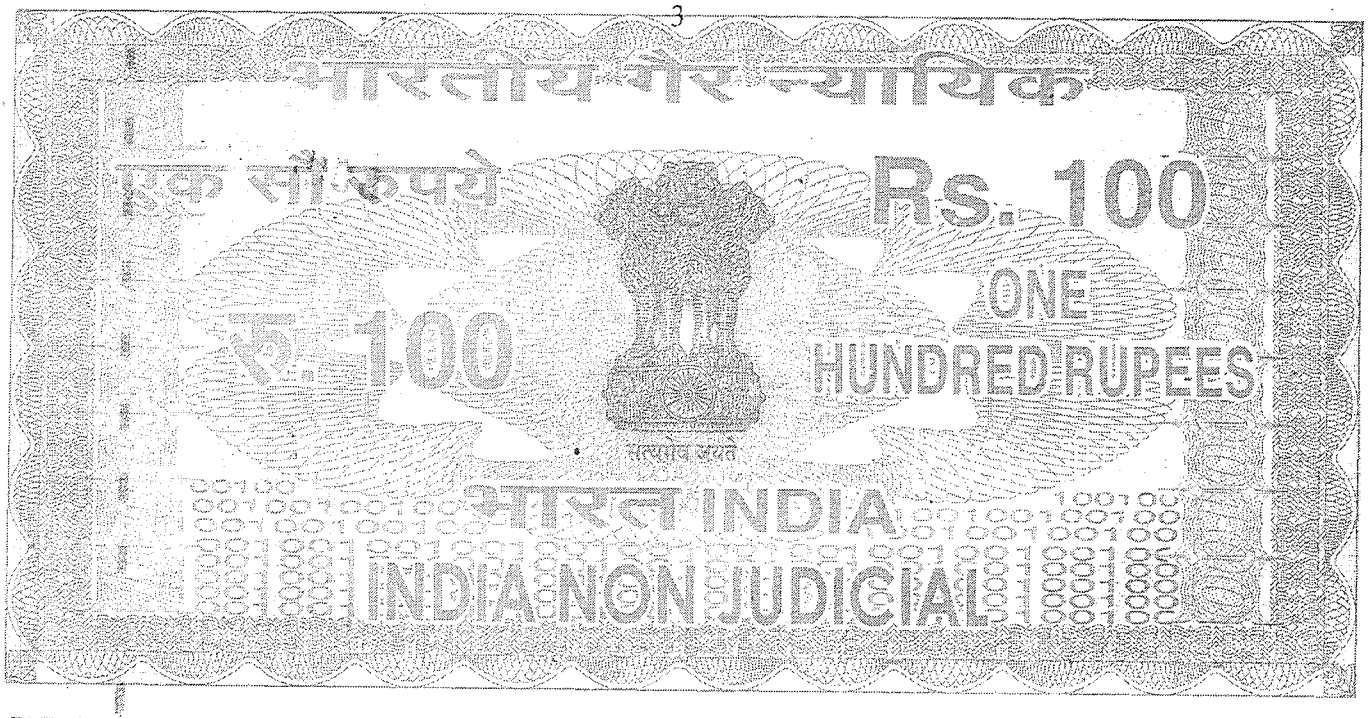
मुद्रांक विक्रीचे [illegible] कोर्ट बार असोसिएशन

एम. एम. कोर्ट [illegible] बाबुला, अंधेरी (पूर्व), मुंबई - ६९.

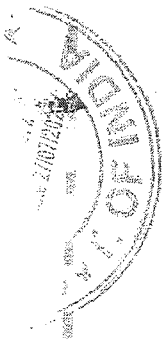
[illegible] प्रतिज्ञापत्र सोबत करणेसाठी मुद्रांक [illegible] आवश्यकता नाही (शासन आदेश दि. ०१/०७/२००४) नुसार

[illegible] ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी [illegible] ६ महिन्यात वापरणे [illegible] आहे.

NOTARY
UDAI PRAKASH



महाराष्ट्र MAHARASHTRA ◐ 2022 ◐ 52AA 143910



प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क. ८०००९५
25 APR 2023
सक्षम अधिकारी

श्रीमती लोचना सरमळकर

Now the conditions of the above written Bond or obligations are such that:

A. The officer adjudicating upon the case is not of opinion that the goods should be or should have been confiscated or does not after adjudication pass an order for confiscation or for realization of fine in lieu of confiscation or for payment of any incidental charges or in the event of his imposing any personal penalty either of the Guarantor or any other person concerned in the case of fine and or penalty and or other incidental charges payable by the guarantor shall have been paid and

B. The guarantor duly complies with the provisions of Customs Act, 1962 and or any rules regulations made there under in relation to the enquiry if any to be held by the SIIB, CH Mundra or in relation to the adjudication in the case.

463 (12)

3 MAY 2023

002463

जोडपत्र - ५ Annexure - I

[illegible] प्रतिज्ञापत्रासाठी Only for Affidavit

मुद्रांक विक्रीत [illegible] नाव _____

मुद्रांक विकत घेणा यांचे रहिवाशी पत्ता [illegible]

मुद्रांक विक्रिवाबतची [illegible]

SUPREME TRANSPORT CROP [illegible] PVT LTD
5 B 34 AKSHAY MITTAL [illegible] ESTATE
M V ROAD ANDHERI EAST
MUMBAI - 400 059
TEL NO 022 4298 3940

3 MAY 2023

मुद्रांक विकत घेणाऱ्याची [illegible] परवानाधारक मुद्रांक विक्रिवाबतची सही

[illegible] कोर्ट बार असोसिएशन

[illegible] बाजुला, अंधेरी (पूर्व), मुंबई - ६९.

[illegible] प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक [illegible] (शासन आदेश दि. ०१/०७/२००४) नुसार

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी करणेबाबत [illegible] वापरणे बंधनकारक आहे.

NOTARY
UDAI PRAKASH
(Maharashtra)

464

Then the above written bond or obligation shall be void, otherwise the same shall be subject to the provisions here in contained, remain in full force and virtue.

Provided always and it is hereby expressly agreed and declared by and between the parties to these presents as follows:

1. Nothing herein contained shall prejudice effect of the right of the Government of India or the Commissioner of Customs, Customs House, Mundra to proceed against the guarantor in respect of breach of provisions of any law for the time being in force or to recover any amount which may be found to be payable by the guarantor in excess of the amount deposited as herein before stated.

2. It is declared that these presents relate to the performance of an act in which the public are interested.

3. If the Exporter pays to the President of India any penalty and fine that may be adjudged in lieu of confiscation of the said goods, then the above written bond shall be void and of no effect otherwise the same shall remain in full force and virtue.

The schedule above referred to:

SCHEDULE

EXPORTER: SUPREME TRANSPORT ORGANISATION PVT LTD
INVOICE NO./DATE : STOPL/AIRLINE/01/23,DT:05.04.2023.
SHIPPING BILL NO. & DATE:9651955 Dated: 29/04/2023
DESCRIPTION OF GOODS: VT-UDN Cessna Grand Caravan C208B 2013(OLD & USED AIRCRAFTS PARTS)-Without Engine
QUANTITY :Gross Wt: 2240 KGS
Nett Wt.: 2100 KGS
INVOICE VALUE $: 555050 USD
BOND VALUE ROUND OFF : Rs.4,48,00,000.00

In witness where of the parties to these presents have here unto set and subscribed their respective hands this th (Month and Year).

BEFORE ME

04/05/2023

UDAIPRAKASH (M.A.,LL.B.,)
ADVOCATE & NOTARY GOVT. OF INDIA
MUMBAI (MAHARASHTRA)
REG. No. 9972
Room No. 10, S. No. 94, Inshwadi, Kharodi Village
Marve Road, Malad (W), Mumbai-400 095

NOTARIAL REG. NO. 14
Sr. No. 5916 Page No. 71
Date 04/05/2023

SIGNED by Guarantor

Witness with full address. 1.

2.

Accepted for and on behalf of The

President of India

(Assistant/Joint/Additional Commissioner)

SUPREME TRANSPORT ORGANISATION PVT LTD

SUPREME SINCE 1983

5B 34 Mittal Ind Estate MV Road Andheri East Mumbai 400059 **INDIA** +91 9870811224
8601 Park Lane #313 Dallas TEXAS **USA** +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in kamal@stopl.in
******

465

February 07th 2023

To,

Jaipur International Airport Limited
Sanganer, Jaipur
Rajasthan

Re: Authorization for EXIT of Damaged Aircraft VT-UDN in container

Dear Sir,

1. We hereby authorize the EXIT from your airport, of one Cessna Grand Caravan C208B VT-UDN which was damaged, in the container loaded on a trailer bearing number RJ-14-GH-7100.

2. Along with the container, the following personnel are authorized to exit with the trailer, container and loaded damaged aircraft:

A. Mr. Luiz Henrique Neves da Silva
B. Mr. Carlos Cesar Maciel da Costa Machado
C. Mr. Rawindra Pandey
D. Driver Buddh Ram Raigar with Crane #RJ-14-EA -4457
E. Driver Ramswaroop Gurjar with Trailer #RJ-14-GH-7100

Thank you. Sincerely,

For Supreme Transport Organisation Pvt Ltd

Supreme Transport Organisation Pvt Ltd Mumbai

Authorized Signatory

Captain Ammeet K Agarwal
President & CEO

Supreme Aviation Pvt Ltd ******

For SUPREME TRANSPORT ORGANISATION PVT LTD

Kamal Agarwal
Chairman & Managing Director
Authorised Signatory

LOYA & MUNDADA
Chartered Accountants

To Whom Soever It May Concern

The company **Supreme Transport Organisation Pvt Ltd** had imported the Aircraft Cessna 208 through vide BOE No 001403 dated 26/05/2017 and the aircraft were purchased for the purpose to provide the transport services which is imported before the GST Era. And company had claimed the depreciation on the same. So the book value of the Said aircraft is Rs 84616038 which is approximately of $ 1028141 considering the exchange rate of Rs 82.30/$. So the sale value of the aircraft is less than the book value of the company.

Now, the company wants to export sale of the said aircraft as the sale value is $550000 which is less than the book value of the aircraft.

And also, the company is exporting the same.

So, the Invoice dated 10/12/2022 will be reflected in the Month of March-2023 GSTR1.

For Loya & Mundada
Chartered Accountants
Firm Registration No.132811W

CA Girish G. Mundada
Partner
Membership No.141172

Dated 29/03/2023

LOYA & MUNDADA FRN 132811W Aurangabad Chartered Accountants

AURANGABAD OFFICE : 315, 3rd Floor, Sai Trade Center, Near Railway Station, RTO Road, Aurangabad- 431001
Contact : +91-9422925422 | Email : mundadagirish@gmail.com

PUNE OFFICE : Flat No 12, 4th Floor, Butte Patil Tower, Ganjve Chowk, LBS Road, Sadashiv Peth, Pune- 411030
Contact : +91-9422201966 | Email : lokeshgodha.1@gmail.com

467

INDIAN CUSTOMS EDI SYSTEM

CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
DEPARTMENT OF REVENUE - MINISTRY OF FINANCE
GOVERNMENT OF INDIA

MUNDRA SEZ PORT, MUNDRA, GUJARAT

Port Code	SB No	SB Date
INMUN1	9651955	29-APR-23
IEC/Br	0314063978	0
GSTIN/TYPE	27AAMCS0611A2ZU GSN	
CB CODE	AAECA9987BCH004	

TYPE	INV	ITEM	CONT
Nos	1	1	0
PKG	1	G.WT KGS	2240

SB22150520232331

PART - I - SHIPPING BILL SUMMARY

A STATUS

1.MODE	2.ASSESS	3.EXMN	4.JOBBING	5.MEIS	6.DBK	7.RODTP	8.DEEC/DFIA	9.DFRC	10.RE-EXP	11.LUT
SEA	Y	Y	N	N	N	N	N	N		Y

B DECLARAN DETAILS

12.PORT OF LOADING INMUN1 (Mundra)
14.STATE OF ORIGIN MAHARASHTRA
16.PORT OF DISCHARGE USFID (Florida)
1.EXPORTER'S NAME & ADDRESS
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED
5B,34, AKSHAY MITTAL INDUSTRIAL
ESTATE, M.V. ROAD, ANDHERI EAST
MUMBAI, MAHARASHTRA 2.Type Private
3. AD CODE: 03001E8
4.RBI WAIVER NO.& DT
5.CB NAME ASR LOGISTICS (INDIA) PVT.LTD.
6.AEO

13.COUNTRY OF FINALDESTINATIO UNITED STATES
15.PORT OF FINAL DESTINATION USFID (Florida)
17.COUNTRY OF DISCHARGE UNITED STATES
7.CONSIGNEE NAME & ADDRESS
Intercontinental Commercial Aircraf
Inc 3907 N Federal Hwy,#150.
Pompano Beach, FL. 33064.
US
8. GSTIN / TYPE 27AAMCS0611A2ZU GSN
9.FOREX BANK A/C NO. 10XXXXXXXXX901
10.DBK BANK A/C NO.
11. IFSC NO.

C.VALU SUMMA

1.FOB VALUE	2.FREIGHT	3.INSURANC	4.DISCOU	5.COM
44770000	407000	4070	0	0

6.DEDUCTIONS	7.P/C	8.DUTY	9.CESS
0	0		

D EX.PR.

1.DBK CLAIM	2. IGST AMT	3.CESS AMT
0		

4.IGST VALUE	5.RODTEP AMT	6.ROSCTL AMT
	0	0

E MANIFEST DETAILS

1.MAWB NO.	2.MAWB DT	3.HAWB NO.	4.HAWB DT	N.O.C.

4. CIN NO.	5. CIN DT.	6. CIN SITE ID
23PCEG0515766414400	15-MAY-23	INMUN1

F.INVOICE SUMMARY

1.SNO	2.INV NO.	3. INV AMT.	4.CURRENC
1	STOPL/01/2023	555050	USD

G. EQUIPMENT DETAILS

1.CONTAINER	2.SEAL	3.DATE	4.S No

HLBU1440101-40

H CHALLAN DETAILS

1SR.NO	2.CHALLAN NO	3.PAYMT DT	4.AMOUNT

HLG3173073-01

19/05/23

I. ANNEX DETAILS

1.SEAL TYPE	2.NATURE OF CARGO	3.NO. OF PACKETS	4.NO. OF CONTAINERS	5.LOOSE PACKETS
WAREHOUSE SEALED	CONTAINERISED	1	0	0

6.MARKS & NUMBERS INVOICE NO.STOPL/AIRLINE/01/2023.DT:05/04/2023//LUT ARN NO.AD2704230116097 DT:05.04.2023.

PREVENTIVE OFFICER (DP)
CH , AP & SEZ, MUNDRA

J.PROCESS DETAILS

1.EVENT	2.DATE	3.TIME	4.LEO NO.	6/107
5.Submission	29-APR-23	13:27	6.LEO Date.	15-MAY-23
5.Assessment	29-APR-23	18:07	8.BRC Realisation Date	29-FEB-24
7.Examination	15-MAY-23	20:05		
9.LEO	15-MAY-23	23:30		

Signature Not Verified
Digitally signed by DS CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS 05
Date: 2023.05.15 23:36:35 IST
Reason: CUSTOMS
Location: INDIA

Glossary
A: ASSESS - Assessed, EXMN - Examined, MEIS - Merchantise Export Incentive Scheme, DBK - Drawback, ROSL - Rebate of State Levies, DEEC - Duty Exemption Entitlement Certificate, DFRC - Duty Free Replenishment Certificate,LUT - Letter of Under Taking. B: CB - Customs Broker AD Authoized Dealer , AEO - Authorized Economic Operator, UCR - Unique Customs Reference C: DISCOU - Discount, COM - Commission, P/C Packing Charges,D: EX. PR.- Export Promotions E: MAWB / HAWB - Master / House Airway Bill Number J:BRC- Bank Realisation Certificate

Scan QR Code using ICETRAK Mobile App for authentication.
Visit ICEGATE portal to verify latest version*.

Mundhra Container Freight Station Pvt. Ltd

FORM E-6

Bharat CFS Zone-I, Adani Port & Sez Ltd., Dist : Kutch - 370 421, Gujarat. Tel. : (02838) 296080/81

NO.: 1657

CONTAINER LOAD PLAN

CFS CODE : M/CFS LINE : HAPAG NO. OF CONT STUFF IN S/B 01X40 DATE 16/05/23

S/B NO. 9651955 DESCRIPTION : CESSNA GRAND EXPORTER SUPREME TRANSPORT

S/B NO. DATE 29/04/23 VCN NO. ACCOUNT ASR LOGISTICS

VESSEL NAME FPD FLORIDA POL UAPL MUNDRA

SR. NO.	CONTAINER NUMBER	SIZE	L. SEAL NO.	CARTING DATE	STUFFED PKGS.	CARGO WEIGHT	TARE WEIGHT	TOTAL WEIGHT	TIME S.T	TIME C.T	REMARKS IF ANY (C.SEAL)
01.	HLBU 1440101	40'			01	2240	3900	6140			
								@ AS PER S/B WEIGHT			
								@ F/S			

1. HAZAGEN
2. CARGO STUFFED IN SOUND CONDITION
3. CONTAINER FOUND NORMAL & WEAR TEAR
4. LASHING / CHOKING IF ANY IS ON PARTY'S ACCOUNT & CFS IS NOT RESPONSIBLE FOR ANY CLAIMS ARISING THERE OF LATER

MARINE SERVICES MUNDRA
CFS SURVEYOR

CFS EXECUTIVE

ASR LOGISTICS (I) PVT. LTD.
CHA/AGENT

16/05/23

PREVENTIVE OFFICER (DP), CH, AP & SEZ, MUNDRA
SUPDT. OF CUSTOMS

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कार्यालय प्रधान आयुक्त , सीमा शुल्क,
सीमा शुल्क सदन, मुंद्रा, कच्छ, गुजरात
OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS
CUSTOMS HOUSE MUNDRA, KUTCH, GUJARAT.
दूरभाष: 02838-271162/421
E-mail: siibmundra@gmail.com

DIN:-20231071MO000000B534

F.No : Cus/EP/Misc/212/2023-EA. Date : 18.10.2023.

To

Shri Prashant Jain (CA).
A-501, Shanti Heights,
Plot No.2, 3, 9b/10, Sector-11,
Koparkharine, Navi Mumbai-400709.

Sir,

Subject : Intimation of Corporate Insolvency Resolution Process (CIRP) against M/s. Supreme Transport Organisation Pvt. Ltd. – reg.

Please refer your letter dated 30.09.2023 and your mail on 17.10.2023 on the subject matter.

2. In this connection, it is to inform you that the goods which are pertaining to M/s. Supreme Transport Organisation Pvt. Ltd. is described as "*VT-UDM Cessna Grand Carvan C208B 2013 (Old & Used Aircraft Parts-Without Engine*" under Shipping Bill No.9651955 dated 29.04.2023 filed by M/s. Supreme Transport Organisation Pvt. Ltd.

3. It is further to inform that the said goods were placed under Seizure and investigation is going on. M/s. Supreme Transport Organisation Pvt. Ltd. have also not honoured the various Summons issued to them.

4. In view of above, it is requested to offer your comments please. This issues with the approval of Additional Commissioner, Custom House, Mundra.

Yours sincerely,

Deputy Commissioner (SIIB),
Custom House, Mundra.

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CA PRASHANT JAIN
INSOLVENCY PROFESSIONAL
IBBI Regd. No. IBBI/IPA-001/IPP01368/2018-2019/12131
Regd off. A-501, Shanti Heights, Plot No, 2,3,9b/10 , Sector 11, Koparkharine, Navi Mumbai - 400709 , MH.
Regd Email ID: ipprashantjain@gmail.com

Date-27/10/2023

To,

The Office of the Principal Commissioner of Customs,

Customs House, Mundra, Kutch, Gujarat.

Reference- F.No. Cus/EP/Misc/212/2023-EA dated 18/10/2023.

Subject- Comments on the above-mentioned letter received from your esteemed office.

Dear Sir,

We acknowledge the receipt of your letter as referenced above. Your good office has sought our comments on the aforementioned letter.

In this regard we would like to reiterate the facts which has already been communicated to you.

The Corporate Insolvency Resolution Process of **Supreme Transport Organisation Private Limited** (the Corporate Debtor) has been commenced vide the order of Hon'ble National Company Law Tribunal, Mumbai Bench order dated 08/09/2023 in **CP (IB) No. 368/MB/C-II/2023**.

The Hon'ble NCLT has been pleased to appoint the undersigned Mr. Prashant Jain, Insolvency Professional having Registration No. IBBI/IPA-001/IP-P01368/2018-2019/12131, as the Interim Resolution Professional (IRP), in accordance with Section 16 of The Insolvency Bankruptcy Code, 2016 (Code).

In this regard we would like to draw your attention to Section 14 of the Code which places a prohibition on the following actions

(a) The institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;

(b) Transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;

(c) Any action to foreclose, recover or enforce any security interest created by the

CA PRASHANT JAIN
INSOLVENCY PROFESSIONAL
IBBI Regd. No. IBBI/IPA-001/IPP01368/2018-2019/12131
Regd off. A-501, Shanti Heights, Plot No, 2,3,9b/10 , Sector 11, Koparkharine, Navi Mumbai - 400709 , MH.
Regd Email ID: ipprashantjain@gmail.com

corporate debtor in respect of its property including any action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;

(d) The recovery of any property by any owner or lessor where such property is occupied by or is in the possession of the corporate debtor.

Therefore, you are requested to share with the undersigned the details and documents related to the investigation being carried out by your office against the corporate debtor as mentioned in paragraph 3 of your letter.

Further, we would also like to inform you that in accordance with Section 17 of the Code, the Interim Resolution Professional shall manage the affairs & operations of the Corporate Debtor from the date of appointment of IRP.

It is also pertinent to note that the power of the Board of Directors of the Company Supreme Transport Organisation Private Limited has been suspended during the moratorium period as per the provisions of section 17(1) (b) of the Code.

Therefore, you are kindly requested to ensure that the status quo with respect to the aircraft should be maintained at your end. It shall be ensured that the aircraft is not shipped outside the premises of Mundra Port.

Finally, if you have any claim against the Corporate Debtor you are requested to file your claim\ with the Interim Resolution Professional as per Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulation, 2016 under Form B (the Form is annexed herewith).

PRASHANT JAIN
IBBI REG. NO.
IBBI/IPA-001/
IP-P01368/
2018-19/12131
INSOLVENCY PROFESSIONAL

Thanks & Regards,

On behalf of Mr. Prashant Jain
Registration No.: IBBI/IPA-001/IP-P01368/2018-2019/12131
Interim Resolution Professional in the matter of Supreme Transport Organization Private Limited

Correspondence Address:
B610, BSEL Tech Park,
Sector 30A, Opposite Vashi Railway Station,
Vashi, Navi Mumbai - 400703.
Regd. Email: ipprashantjain@gmail.com supremetransportorg.cirp@gmail.com

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Gmail **Supreme Transport Org Pvt Ltd <supremetransportorg.cirp@gmail.com>**

Intimation of Corporate Insolvency Resolution Process (CIRP) against M/s. Supreme Transport Organisation Pvt. Lt.

3 messages

SIIB Mundra <siibmundra@gmail.com> Fri, Oct 20, 2023 at 5:19 PM
To: supremetransportorg.cirp@gmail.com, "ipprashantjain@gmail.com" <ipprashantjain@gmail.com>

Dear Sir,
Please find attached herewith a letter dated 18.10.2023 in respect of M/s. Supreme Transport Organisation Pvt. Ltd. for your comments.

Regards

Superintendent (Gp-C)
Special Intelligence & investigation Branch (S.I.I.B.)
Custom House, Mundra, Kachchh, Gujarat

Doc Oct 20, 2023, 17.17.pdf
472K

Supreme Transport Org Pvt Ltd <supremetransportorg.cirp@gmail.com> Fri, Oct 27, 2023 at 12:47 PM
To: SIIB Mundra <siibmundra@gmail.com>
Cc: "ipprashantjain@gmail.com" <ipprashantjain@gmail.com>

Date-27/10/2023

To,

The Office of the Principal Commissioner of Customs,

Customs House, Mundra, Kutch, Gujarat.

Reference- F.No. Cus/EP/Misc/212/2023-EA dated 18/10/2023.

Subject- Comments on the above-mentioned letter received from your esteemed office.

Dear Sir,

We acknowledge the receipt of your letter as referenced above. Your good office has sought our comments on the aforementioned letter.

In this regard we would like to reiterate the facts which have already been communicated to you.

The Corporate Insolvency Resolution Process of **Supreme Transport Organisation Private Limited** (the Corporate Debtor) has been commenced vide the order of Hon'ble National Company Law Tribunal, Mumbai Bench order dated 08/09/2023 in **CP (IB) No. 368/MB/C-II/2023**.

The Hon'ble NCLT has been pleased to appoint the undersigned Mr. Prashant Jain, Insolvency Professional having Registration No. IBBI/IPA-001/IP-P01368/2018- 2019/12131, as the

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Interim Resolution Professional (IRP), in accordance with Section 16 of The Insolvency Bankruptcy Code, 2016 (Code).

In this regard we would like to draw your attention to Section 14 of the Code which places a prohibition on the following actions

(a) The institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;

(b) Transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;

(c) Any action to foreclose, recover or enforce any security interest created by the

corporate debtor in respect of its property including any action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;

(d) The recovery of any property by any owner or lessor where such property is occupied by or is in the possession of the corporate debtor.

Therefore, you are requested to share with the undersigned the details and documents related to the investigation being carried out by your office against the corporate debtor as mentioned in paragraph 3 of your letter. You are also requested to share the copy of the shipping bill no. 9651955.

Further, we would also like to inform you that in accordance with Section 17 of the Code, the Interim Resolution Professional shall manage the affairs & operations of the Corporate Debtor from the date of appointment of IRP.

It is also pertinent to note that the power of the Board of Directors of the Company Supreme Transport Organisation Private Limited has been suspended during the moratorium period as per the provisions of section 17(1) (b) of the Code.

Therefore, you are kindly requested to ensure that the status quo with respect to the aircraft should be maintained at your end. It shall be ensured that the aircraft is not shipped outside the premises of Mundra Port.

Finally, if you have any claim against the Corporate Debtor you are requested to file your claim\ with the Interim Resolution Professional as per Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulation, 2016 under **Form B** (the Form is annexed herewith).

Thanks & Regards,

On behalf of Mr. Prashant Jain
Registration No.: IBBI/IPA-001/IP-P01368/2018-2019/12131
Interim Resolution Professional in the matter of Supreme Transport Organization Private Limited
AFA valid till 24th September 2024

Correspondence Address:
B610, BSEL Tech Park,
Sector 30A, Opposite Vashi Railway Station,
Vashi, Navi Mumbai - 400703.
Regd. Email: ipprashantjain@gmail.com supremetransportorg.cirp@gmail.com

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Form_B.docx
21K

CFH

Supreme Transport Org Pvt Ltd <supremetransportorg.cirp@gmail.com> Fri, Oct 27, 2023 at 3:58 PM
To: SIIB Mundra <siibmundra@gmail.com>

Dear Sir,

Kindly find attached the reply to the above letter.

Thanks & Regards,

On behalf of Mr. Prashant Jain
Registration No.: IBBI/IPA-001/IP-P01368/2018-2019/12131
Interim Resolution Professional in the matter of Supreme Transport Organization Private Limited
AFA valid till 24th September 2024

Correspondence Address:
B610, BSEL Tech Park,
Sector 30A, Opposite Vashi Railway Station,
Vashi, Navi Mumbai - 400703.
Regd. Email: ipprashantjain@gmail.com supremetransportorg.cirp@gmail.com

[Quoted text hidden]

Mundra Custom Reply.pdf
518K

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कार्यालय प्रधान आयुक्त , सीमा शुल्क,
सीमा शुल्क सदन, मुंद्रा, कच्छ, गुजरात
OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS
CUSTOMS HOUSE MUNDRA, KUTCH, GUJARAT.
दूरभाष: **02838–271162/421**
E-mail: siibmundra@gmail.com

DIN :- 20231171MO000022272D

F.No : Cus/EP/Misc/212/2023-EA. Date : 16.11.2023.

To

Shri Prashant Jain (CA),
A-501, Shanti Heights,
Plot No.2, 3, 9b/10, Sector-11,
Koparkharine, Navi Mumbai-400709.

Sir,

Subject : Intimation of Corporate Insolvency Resolution Process (CIRP) against M/s. Supreme Transport Organisation Pvt. Ltd. – reg.

Please refer your mail dated 27.10.2023 requesting for the copy of letter dated 30.10.2023 received from M/s. Supreme Transport Organisation Pvt. Ltd.

2. Please find enclosed herewith the said letter alongwith enclosures. Further, it is requested to offer your comments on the said letter (alongwith enclosures) please.

Yours sincerely,

Encl : As above.

Deputy Commissioner (SIIB),
Custom House, Mundra.

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SUPREME TRANSPORT ORGANISATION PVT LTD
5B 34 Mittal Ind Estate MV Road Andheri East Mumbai 400059 INDIA +91 9870811224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in kamal@stopl.in

Supt - C
Patil 1/11/2023

October 30th 2023

To whom it may concern

I, Captain Ammeet K Agarwal, on behalf of M/S Supreme Transport Organisation Pvt Ltd, hereby extend my unequivocal authorization to Mr Aditya Vasave Aged 33, residing at Riviera Elegance 2 , Varsamedi , Opp Kandla Airport, 370240 Contactable at : 8469994446, to act on my behalf in all matters pertaining to export shipments as specified under Shipping Bill Number SB no.9651955 /29-APR-23

Mr. Aditya Vasave is vested with comprehensive authority to represent my interests and engage with the following entities, including but not limited to:

1. **Mundra Customs**
2. **Central Government Authorities**
3. **State Government Authorities**
4. **Shipping Lines**
5. **Container Freight Stations (CFS)**
6. **Customs Brokers**
7. **Municipalities/Municipal Corporations**

This authorization encompasses the execution of all requisite documentation, negotiation, correspondence, and decision-making necessary for the efficient and lawful handling of export shipments and related affairs.

This authorization shall remain in full force and effect until expressly revoked by me in writing, or by a duly authorized representative acting on my behalf.

Mr Aditya Vasave is expected to discharge this authority with diligence and in strict compliance with all applicable laws and regulations.

This document holds legal validity, and I request all concerned parties to accord it due recognition and adherence within the framework of Indian customs and legal procedures.

Yours sincerely,
For Supreme Transport Organisation Private Limited

Ammeet K Agarwal

Captain Ammeet K Agarwal
Director, President & CEO
DIN: 05293676

Supreme Transport Organisation Pvt Ltd Mumbai

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SUPREME TRANSPORT ORGANISATION PVT LTD
SUPREME SINCE 1983
5B 34 Mittal Ind Estate MV Road Andheri East Mumbai 400059 INDIA +91 9870811224
8601 Park Lane #313 Dallas TEXAS USA +1 703 810 9054
www.supremeaviation.com ammeet@supremeaviation.com www.stopl.in kamal@stopl.in
******

October 30th 2023

To,

The Deputy Commissioner,
SIIB Customs, Mundra Port, Gujarat

Dear Sir,

Request to highlight the matter in reference to
Shipping Bill No: 9651955 dated 29/04/2023
Exporter: Supreme Transport Organisation Pvt Ltd

The export container pertaining to the above Shipping Bill was held by customs authority in Mundra as directed by NCLT Order/ Contempt Petition No CP/88(MB)2015 dated: 18.05.2023

Request you to allow export for the same as we have a subsequent NCLT order which states order CP/88(MB)2015 is infructuous. NCLT Refer Order No : CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018 CA 625/2022 CA 4/2023 CA 285/2023 CA 314/2023 In CP/88(MB)2015 (Copy attached) dated: 18.09.2023

We look forward to your positive response, as we are already incurring liner detention on the container , and we seek relief to export the container as soon as possible.

For Supreme Transport Organisation Private Limited

Supreme Transport Organisation Pvt Ltd Mumbai

Captain Ammeet K Agarwal
Director, President & CEO
DIN: 05293676

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NATIONAL COMPANY LAW TRIBUNAL
COURT ROOM NO. 1,
MUMBAI BENCH

Item No. 37

CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018 CA 625/2022 CA 4/2023 CA 285/2023 CA 314/2023 In CP/88(MB)2015

CORAM:

SH. PRABHAT KUMAR **JUSTICE VIRENDRASINGH BISHT (Retd.)**
HON'BLE MEMBER (TECHNICAL) **HON'BLE MEMBER (JUDICIAL)**

ORDER SHEET OF THE HEARING ON **18.09.2023**

NAME OF THE PARTIES: **SUPREME TRANSPORT ORGANISATION PVT. LTD. V/S SATISH KISANLAL AGARWAL**

Section 241(1) Sec. 242(4) Sec 425 of the Companies Act, 2013

ORDER

1. It is brought to our notice that section 7 petition against the respondent is admitted in C.P. No. 368/2022 vide order dated 08.09.2023 by Court -2.
2. Consequently, this **CP/88(MB)2015** becomes infructuous.
3. All the pending IAs'/MAs' if any, filed in the present petition shall also stand disposed of having become infructuous.

Contempt Application 4/2023 –

List this contempt application on **17.10.2023** for hearing.

Sd/-
PRABHAT KUMAR
MEMBER (TECHNICAL)

Sd/-
JUSTICE VIRENDRASINGH BISHT
MEMBER (JUDICIAL)

Sapna

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फाईल क्र.– 4

आर्थिक गुन्हे विभाग, कक्ष-५ (ज. चि.-३), मुंबई

गु.र.क्र.३२/२०२४ भा.द.वि.कलम ४०९,४२०,४६५, ४६७,४६८,४७१,३४

(सहार पोलीस ठाणे गु.र.नं.४६४/२०२४)

'अंतिम अहवाल (ब समरी)'

मा. अति. मुख्य न्यायदंडाधिकारी, ४७ वे न्यायालय,

एस्प्लनेड कोर्ट मुंबई

कोर्ट केस नंबर :- /२०२६

फिर्यादी :- श्री विकास केशवराम शुक्ला, वय ३५ वर्षे,

आरोपी :- १) अमीत कमल अग्रवाल,

२) श्री.कमल नगरमल अग्रवाल ३) आकाश कमल अग्रवाल

४)नटवरलाल टिब्रेवाल, ५)लता टिब्रेवाल ६)शोरलाईट लिमिटेड

तपास अधिकारी :- पोलीस निरीक्षक, श्री गजेंद्र क्षीरसागर,

कक्ष-५, (ज.चि.३), आ.गु.वि. मुंबई

अनुक्रमणिका

आर्थिक गुन्हे विभाग, मुंबई, कक्ष -५(जनरल चिर्टींग -३)
गु.र.क्र.३२/२०२४, भा.द.वि. कलम- ४०९, ४२०, ४६५, ४६७, ४६८, ४७१, ३४
(सहार पोलीस स्टेशन गु.र.क्र.४६४/२०२४) कोर्ट केस क्र. /२०२६
अंतिम अहवाल (B summary)

फाईल क्र.-०४

अ.क्र	तपशील	मुळ Original	साक्षांकीत/ स्थळप्रत	छायांकीत
१	Compony Petition No.88 (MB) of 2015 या प्रकरणातील पिटीशनची प्रत	--	--	०१ ते ६७
२	सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. कंपनीचे मेमोरंन्डम ऑफ असोसिएशन	--	--	६८ ते ८८
३	सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. कंपनीचे आर्टीकल ऑफ असोसिएशन	--	--	८९ ते १२०
४	सुप्रिम ट्रान्सपोर्ट ऑर्गनायझेशन प्रा.लि. कंपनीचे फॉर्म २० बी. संबधीत कागदपत्रे	--	--	१२१ ते १३१
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(गजेंद्र क्षीरसागर)
पोलीस निरीक्षक,
कक्ष-५, ज.चि.-३, आ.गु.वि., मुंबई

BEFORE THE HON'BLE COMPANY LAW BOARD,
MUMBAI BENCH, MUMBAI

000001

COMPANY PETITION NO .....88..... (MB) OF 2015

IN THE MATTER OF :

THE COMPANIES ACT, 1956 - SECTIONS 397, 398, 402, 403 AND / OR OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 1956 AND OTHER APPLICABLE PROVISIONS OF COMPANIES ACT, 2013

AND

IN THE MATTER OF

MR. SATISH KISANLAL AGARWAL & Others

Versus

SUPREME TRANSPORT ORGANISATION PVT. LTD. & Others

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AJAY KUMAR
B.COM.(H).LL.B.,F.C.S.,ACIS(U.K.)

AJAY KUMAR & CO.

PRACTISING COMPANY SECRETARIES

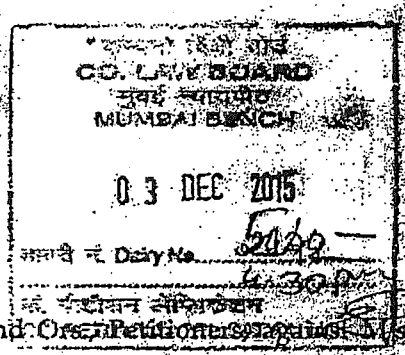
Off.: 103, A.S. Dias Building, 1st floor, 268/272 Dr. Cawasji Hormasji Street, Marine Lines, Mumbai - 400 002.
Tel.: (O) 22078438 • Fax : 22076151 • (R) : 24171151 • Mobile : 9821227358 • E-mail : ajay_199@yahoo.com • Website : www.ajaykumar.com

000602

To,

The Bench Officer
Company Law Board,
Mumbai Bench,
15, N. M. Marg,
Ballard Estate,
Mumbai – 400 038

Date: 3-12-2015



Sub: In the matter of Mr. Satish Kisanlal Agarwal and Ors., Petitioners against M/s. Supreme Transport Organisation Private Limited (CIN: U60230MH2008PTC216143) and Ors., Respondents - Petition under Section 397/398 of the Companies Act, 1956.

Sir,

1. Enclosed please find a Petition alongwith Affidavit and Annexures under Section 397/398 of the Companies Act, 1956 alongwith a Demand Draft bearing number 058686 dated 19.11.2015 Rs. 5000/- only in favour of Pay and Accounts Officer, Ministry of Corporate Affairs, Mumbai drawn on INDIAN BANK, MALAD.

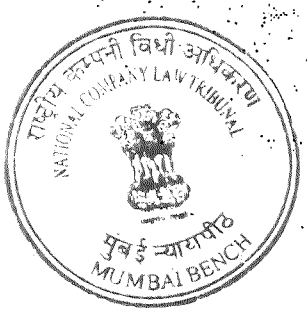
2. You are requested to kindly allow us to mention the matter for Interim Reliefs on Thursday, 10th December, 2015 at 2.30 P.M. before Principal Bench, Company Law Board, New Delhi at Paryavaran Bhawan, B-Block, 3rd Floor, C.G.O. Complex, Lodhi Road, New Delhi – 110 003. The Respondents are also being informed in this regard.

Kindly acknowledge the receipt of the same.

Yours faithfully,

(AJAY KUMAR)
For, Ajay Kumar & Co.
Authorised Representative for Petitioners

Encl: As above



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राष्ट्रीय कंपनी विधि अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

(1)

000004

BEFORE THE HON'BLE COMPANY LAW BOARD,
MUMBAI BENCH, MUMBAI

COMPANY PETITION NO . .....88..... (MB) OF 2015

IN THE MATTER OF :

THE COMPANIES ACT, 1956 - SECTIONS 397, 398, 402, 403 AND / OR OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 1956 AND OTHER APPLICABLE PROVISIONS OF COMPANIES ACT, 2013

AND

IN THE MATTER OF

MR. SATISH KISANLAL AGARWAL & Others

Versus

SUPREME TRANSPORT ORGANISATION PVT. LTD. & Others

Memo of parties

1. MR. SATISH KISANLAL AGARWAL
R/O- DABRIWALA BHAWAN, NEAR SBI
MALEGAON, NASIK-42303

2. MR. ARUN KUMAR KISANLAL AGARWAL
R/O- DABRIWALA BHAWAN, NEAR SBI
MALEGAON, NASIK-42303

3. MR. ANANDKUMAR NAGARMAL AGRAWAL
R/O- DABRIWALA BHAWAN, NEAR SBI
MALEGAON, NASIK-42303

4. MR. RAVINDRA ANANDKUMAR AGRAWAL
R/O- 703, MISTRY COMPLEX, J.B. NAGAR,
ANDHERI (EAST), MUMBAI- 110059

..... PETITIONERS

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

VERSUS

1. M/S SUPREME TRANSPORT ORGANISATION PVT. LTD.
HAVING ITS REGISTERED OFFICE AT
5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V. ROAD
ANDHERI (EAST), MUMBAI

2. MR. KAMAL N. AGARWAL
R/O- 703, MISTRY COMPLEX, J.B. NAGAR,
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J.B. NAGAR,ANDHERI (EAST), MUMBAI- 110059

6. MR. AKASH KAMAL AGARWAL
R/o 703, SANKALP BUILDING, MISTRI COMPLEX,
J.B. NAGAR,ANDHERI (EAST),
MUMBAI- 110059

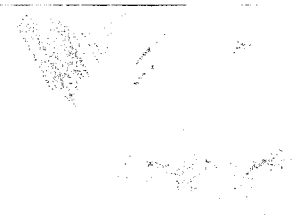
7. M/S SANGEETA AVIATION SERVICES PVT. LTD.
HAVING ITS REGISTERED OFFICE AT
5B-34, AKSHAY MITTAL IND. ESTAT
SAKI NAKA, ANDHERI (EAST),
MUMBAI

8. M/S MADHYA PRADESH STATE TOURISM
DEVELOPMENT CORPORATION LTD.
HAVING ITS PRINCIPAL OFFICE AT
PARYATAN BHAWAN, BHADBHADA ROAD
BHOPAL – 462003

9. DINESH SANWARMAL CHAUDHARY
PARTNER, DINESH CHAUDHARY & ASSOCIATES
BUILDING NO. 52, ROOM NO.11, SECOND FLOOR,
3RD MARINE STREET, DHOBI TALAO, MUMBAI-400002 .....Respondents

राष्ट्रीय कम्पनी विधि अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

(17)



Synopsis of List of dates and events

Dates	Events
29·05.2008	The Respondent No. 1 Company is a private limited company incorporated on 29th May 2008 under Part-IX of Companies Act, 1956
01.04.1983	Before incorporation of the Respondent No.1 Company, the subscribers were carrying on the business in partnership in accordance with the provisions of Indian Partnership Act, 1932 under the name and style of "SUPREME TRANSPORT ORGANISATION". in terms of partnership deed dated 01.04.1983 which was subsequently amended from time to time on various dates i.e. 01.04.1986, 31.03.2003, 01.04.2003 and 30.09.2006 respectively.
16.12.2006	Partners vide a resolution dated 16th December 2006 decided to register the said partnership firm as a Private Limited Company within the meaning of section 566 of Companies Act, 1956 under the provisions of Part IX of companies Act, 1956.
....2007	Respondent No.5 who has modest qualification of passing Class XI. As he could not pass Class XII exams in the year 2006, he went to USA in the same year and after completing 250 hours of flying, obtained Commercial Pilot License (CPL) in the year 2007 from Monarch Air (Institute), Dallas, Texas, USA. Immediately on his return to India in 2007, he set up his own Proprietorship business under the name of Supreme Aviation India in 2007
.....2008	In the year 2008, the Respondent No. 5 also opened his own academy under the name of "Supreme Aviation INC' in Dallas, Texas, USA for granting CPL to prospective students aspiring to be

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

	pilots, hobby flying, flying tours, renting planes for personal use etc. This academy ran for almost 2 years and in the year 2010, this academy was shut down by FAA on complaint of AJ Williams and others for providing improper training and unauthorized operations
29.05.2008	Kamal Kumar Agarwal & Vimal Kumar Agarwal are appointed as directors
01.07.2008	Anand Kumar Agarwal, Satish Kumar Agarwal , Girish Kumar Agarwal and Arun Kumar Agarwal were appointed as director.
.....March 2009	Financial Year ending March 2009, the Respondent No.1 company had a modest annual turnover of approx. Rs. 30 Crores
...2009	Petitioner No.4 joined respondent company in 2009 working as COO of the company and later took charge as CEO of the company
28.09.2013	Ravindra Anand kumar Agarwal ,Ammeet Kamal Agarwal & Akash Kamal Agarwal were appointed as additional Director
...2014	In 2014, the Respondent No.5 had again managed to get license issued for a period valid from 5.1.2014 to May 2016 in the name of Supreme Aviation Services Inc.
22.12.2014	That in the year 2014, the authorized Share capital of the Company was Rs. 50,000,000/- (Rupees Five crores) divided into 50,00,000 (Fifty lacs) Equity Shares of Rs. 10/- each. The Authorised share capital of the company was further increased from Rs. 50,000,000/- (Rupees Five Crores) to Rs. 10,000,000 (Rupees Ten crores) divided into 100,00,000 (One Crore) equity shares of Rs. 10/- each in a meeting of shareholders convened on

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

.....March 2015	Sometime in the month of March, 2015, it came to the knowledge of the Petitioners at the Board Meeting wherein the shares were allotted to the shareholders in proportion to their shareholding in the Respondent No.1 Company, that Respondent No.5 & 6 were also invited at the Board meeting as Directors of the Respondent No.1 Company. It came as a shock to the Petitioners that the Respondent No. 5 and 6 were acting as Directors of the company
14.03.2015	the Respondent No.1 Company for operation in the aviation sector which is in contravention as the Objects Clause in the Memorandum of Respondent No.1 company entered into agreement with Respondent No.8 a State Government undertaking
23.03.2015	in the month of March 2015, the shareholders of the company including petitioner No. 1-4 & Respondents No. 2-4 were allotted 20,00,000 (Twenty Lac) Equity shares of Rs. 10/- each in proportion to their shareholding in the Respondent No.1 company. The shares were allotted to the shareholders at the Board meeting of the respondent No.1 Company convened on 23rd March 2015
March 2015	annual turnover for the year ended at 31st March 2015 the Respondent No. 1 Company clocked an Annual Turnover of Rs 135 Crores
07.04.2015.	Kotak Mahindra Bank vide its sanction letter No. RCAD/RBG/6780/2015-16 dated 07.04.2015. provided terms loan total exposure of Rs. 35.79 Crores
14.08.2015	Alleged Board meeting was conveyed but Petitioners did not receive any notices for the allegedly convened Board meeting dated

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

	14.08.2015	000009
17.08.2015	Petitioners No. 1-3 protested the full fledged scheme of Respondent No.5 & 6 to diversify by respondent company into totally new and risky avenue of aviation and of the confirmation of Respondent No. 5 & Respondent No. 6 at a Board Meeting held on 17th August 2015	
August 2015	after obtaining the signatures of Petitioner No. 4 on Directors Report and Annual Accounts of Company and just before last date i.e. 20.8.2015 Respondent 2 informed Petitioner No. 4 that he would not allow the transfer in the name of Petitioner No. 4 and has instructed the Bank not to take any action on the email addressed by Petitioner No. 4 stating that more collateral properties are required for aviation business.	
28.08.2015	there was a family consensus that Flat No. 233, Kalpataru Pinnacle, Mulund Link Road, Goregaon (W) Mumbai presently registered in the name of the respondent company would be ultimately transferred in the personal name of Petitioner No.4 and to save the cost of registration charges the process of transfer in the name of Petitioner No. 4 should be completed before 20.8.2015	
10.09.2015	Annual General Meeting of the Respondent No.1 Company held on 10th September 2015. Respondent No. 2 thus exercised undue influence over Petitioners and insisted that the Directors Report and Balance Sheet be signed by Petitioner No. 4 to complete the statutory requirements as per Companies Act 2013.	
Sept.2015	in the month of September 2015 Respondent No.1 released fund of Rs. 2,05,20,000/- in favour of the Respondent No.9 a State Government undertaking on account of a bid amount for the business of aviation sector at the back of	

	Petitioners has
01.09.2015, 01.10.2015 & 01.11.2015	Flouting all provisions of Companies Act, 2013 relating to Advance to Directors, respondents insisted the company to make payments towards purchase of Jaguar Aero Sport Vehicle which is costing Rs.52,00,581/- in the personal name of Respondent No. 5. So far, on 01.09.2015, 01.10.2015 & 01.11.2015 three installment cheques have been cleared from respondent company's bank account misusing company's funds towards payment of said vehicle loan belonging to the personal name of Respondent No.5.
07.09.2015	That in an allegedly convened EOGM held on 07.09.2015, the members of Respondent's Group decided to alter the objects clause in the memorandum and Articles of Association of the company at the back of the Petitioners
10.09.2015	Annual General meeting was held but due to rising disputes among the Board members and Shareholders, the scheduled Annual General Meeting on 10.09.2015 did not transact any valid business.
18.09.2015	the authorized share capital of the Respondent No.1 company was increased to Rs. 20,00,00,000 (Rupees Twenty Crores) divided into 20,000,000 (Two Crores) equity shares of Rs. 10/- each in a malafide and illegal manner in a meeting of the shareholders i.e. Extra Ordinary General meeting allegedly convened on 18th September 2015 without giving any notice to the Petitioner' Group
21.09.2015	21.09.2015 without informing other Directors in the company, Respondent No. 2, unilaterally made a payment of Rs. 11,82,42,280/- to M/s Powell Aircraft Title .
22.09.2015	Respondent No. 2, again on 22.09.2015 made

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

	another payment of total Rs. 19,77,642/- to M/s Thomah E Zinn II totaling to Rs. 12.02 crores
25.08.2015	On conducting the search of Respondent No.1 company at the website of ministry of corporate affairs ,it had came to the knowledge of the Petitioners that the increase in the authorized share capital was made under the digital signatures of Respondent No.2 and for the expansion plans of aviation division of the Company, which is unrelated with the business of respondent No.1 company. Copy of form MGT-14 dated 25.08.2015
29.10.2015	Petitioner No.4 had sought for the terms and conditions of the loan/advances obtained by respondent company from Related concern
31.10.2015	enquiries from the accounts of Respondent No.1 Company unearthed that till 31.10.2015 a loan of Rs. 10.64 Crores approx. has been obtained from M/s Sangeeta Aviation Services Private Limited, by Respondent No. 7 in which respondent No. 2, and 5 are shareholders to the extent of 50% each.
31.10.2015	Respondents circulated notice to remove Petitioner No.4 from the Board of respondent No.1 Company who has been instrumental in functioning of the Company.
03.11.2015	Respondents instead of acting in the interest of the respondent No.1 company and realizing that the Petitioners have 48% shareholding which will defeat any proposal to acquire the Company , all of a sudden, on 03.11.2015 the Respondents issued another notice for the Board meeting to be held on 10.11.2015 with an agenda item to offer and issue 10 million equity shares to the existing shareholders and to the persons other than the existing shareholders.

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

07.11.2015	Annoyed with the email of Petitioner No. 4 dated 29.10.2015 and to take personal vengeance from him, Respondents continued with their negative and disturbing designs to sideline the petitioners acted against the interest of the company by calling a board meeting on 07.11.2015. The Respondent No.5 with a malafide intention writes an email dated 07.11.2015 addressing to the Petitioner No.4 seeking handover of the statutory records of the Respondent No.1 Company
24.11.2015	the Petitioners on 24.11.2015 received a notice dated 23.11.2015 on email from respondent No. 1 company for convening the Extra Ordinary General Meeting on 18.12.2015 at 5.00 P.M
.....11.2015	Hence this petition

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

BEFORE THE HON'BLE COMPANY LAW BOARD,
MUMBAI BENCH, MUMBAI

000013

COMPANY PETITION NO . ..... (MB) OF 2015

IN THE MATTER OF :

THE COMPANIES ACT, 1956 - SECTIONS 397, 398, 402, 403 AND / OR OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 1956 AND OTHER APPLICABLE PROVISIONS OF COMPANIES ACT, 2013

AND

IN THE MATTER OF

SUPREME TRANSPORT ORGANISATION PVT. LTD.

AND IN THE MATTER OF :

1. MR. SATISH KISANLAL AGARWAL
   R/O- DABRIWALA BHAWAN, NEAR SBI
   MALEGAON, NASIK-42303

2. MR. ARUN KUMAR KISANLAL AGARWAL
   R/O- DABRIWALA BHAWAN, NEAR SBI
   MALEGAON, NASIK-42303

3. MR. ANANDKUMAR NAGARMAL AGRAWAL
   R/O- DABRIWALA BHAWAN, NEAR SBI
   MALEGAON, NASIK-42303

4. MR. RAVINDRA ANANDKUMAR AGRAWAL
   R/O- 703, MISTRY COMPLEX, J.B. NAGAR,
   ANDHERI (EAST), MUMBAI- 110059

..... PETITIONERS

VERSUS

1. M/S SUPREME TRANSPORT ORGANISATION PVT. LTD.
   HAVING ITS REGISTERED OFFICE AT
   5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V. ROAD
   ANDHERI (EAST), MUMBAI,
   MAHARASHTRA- 400059

2. MR. KAMAL N. AGARWAL
   R/O- 703, MISTRY COMPLEX, J.B. NAGAR,
   ANDHERI (EAST), MUMBAI- 110059

3. MR. VIMAL AGARWAL
   R/O- DABRIWALA BHAWAN, NEAR SBI

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

(25)

MALEGAON, NASIK-42303

4. GIRISH AGARWAL
R/O- DABRIWALA BHAWAN, NEAR SBI
MALEGAON, NASIK-42303

5. MR. AMMEET KAMAL AGARWAL
R/o 703, SANKALP BUILDING, MISTRI COMPLEX,
J.B. NAGAR,ANDHERI (EAST), MUMBAI- 110059

6. MR. AKASH KAMAL AGARWAL
R/o 703, SANKALP BUILDING, MISTRI COMPLEX,
J.B. NAGAR,ANDHERI (EAST),
MUMBAI- 110059

7. M/S SANGEETA AVIATION SERVICES PVT. LTD.
HAVING ITS REGISTERED OFFICE AT
5B-34, AKSHAY MITTAL IND. ESTAT
SAKI NAKA, ANDHERI (EAST),
MUMBAI

8. M/S MADHYA PRADESH STATE TOURISM
DEVELOPMENT CORPORATION LTD.
HAVING ITS PRINCIPAL OFFICE AT
PARYATAN BHAWAN, BHADBHADA ROAD
BHOPAL – 462003

9. DINESH SANWARMAL CHAUDHARY
PARTNER, DINESH CHAUDHARY & ASSOCIATES
BUILDING NO. 52, ROOM NO.11, SECOND FLOOR,
3RD MARINE STREET, DHOBI TALAO, MUMBAI-400002

.....RESPONDENTS

PETITION UNDER SECTION 397 & 398 READ WITH SECTIONS 402, 403, 406, and 235 OF THE COMPANIES ACT, 1956 READ WITH REGULATION 44 OF THE COMPANY LAW BOARD REGULATIONS, 1991 AND OTHER APPLICABLE PROVISIONS OF COMPANIES ACT, 2013 AGAINST ACTS OF OPPRESSION AND MISMANAGEMENT.

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

THE HUMBLE PETITION OF THE PETITIONER ABOVE NAMED

MOST RESPECTFULLY SHOWETH:

1. The petitioners are filing the present petition under section 397 and 398 read with other applicable provisions of Companies Act, 1956 and 2013, being

aggrieved by the acts of oppression and mismanagement committed by respondents No. 2 to 6 in the respondent company in as much as by convening the Board meetings and AGM/ EGM without following due process of law wherein no notices of the meetings were sent to the Directors and to the shareholders .The Respondents with a view to oust the Petitioners have attempted to usurp the control and have altered the Object clause, Capital clause of Memorandum of Association of the respondent No.1 Company at the back of the Petitioners the, instances of which have been elaborated in the Petition. The Respondents are hell bent upon diverting the funds of Respondent company by entering into new business of aviation sector for the personal benefits of the Respondents No. 5 and 6 who are sons of Respondent No.2 and hold "Commercial Pilot License" of U.S.A. The Respondents constitute 52% of shareholding of the Respondent No.1 Company and are acting against the interest of the Company and Petitioners who constitute 48% of the shareholding in the Respondent No.1 company. The acts of oppression and mismanagement are elaborated in detail in the subsequent paragraphs highlighting instances of illegal and unauthorized increase in the Authorized Capital, alteration in Object clause, unilateral alteration in Board composition, illegal siphoning of funds of respondent company and violation of statutory provisions of Companies Act and other acts detrimental and prejudicial to the interests of the respondent company.

2. PARTICULARS OF THE COMPANY

2.1. That the Respondent No. 1 Company is a private limited company incorporated on 29th May 2008 under Part-IX of Companies Act, 1956 having at present, its registered Office at 5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri (East), Mumbai, Maharashtra-400059. The Company was incorporated as a private limited company with the Registrar of Companies, Maharashtra under the Company's Registration No.U60230PN2008PTC132133.

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2.2. Before incorporation of the Respondent No.1 Company, the subscribers were carrying on the business of transport in partnership in accordance with the provisions of Indian Partnership Act, 1932 under the name and style of "SUPREME TRANSPORT ORGANISATION". in terms of partnership deed dated 01.04.1983 which was subsequently amended from time to time on various dates i.e. 01.04.1986, 31.03.2003, 01.04.2003 and 30.09.2006 respectively. The partnership firm was carrying on the business of road transport contractors and fleet owners with following partners:-

i. Sh. Kamlkumar Nagarmal Agarwal
ii. Sh. Vimalkumar Jagdishkumar Agarwal
iii. Sh. Jagdish Kumar Nagarmal Agarwal
iv. Sh. Anand Kumar Nagarmal Agarwal
v. Sh. Satishkumar Kishanlal Agarwal
vi. Sh Arunkumar Kishanlal Agarwal
vii. Sh. Girishkumar Jagdishkumar Agarwal

2.3. Subsequently, the partners vide a resolution dated 16th December 2006 decided to register the said partnership firm as a Private Limited Company within the meaning of section 566 of Companies Act, 1956 under the provisions of Part IX of companies Act, 1956. It is also relevant to mention that upon incorporation of the respondent company, all the partners of the earlier partnership firm became the members and directors of the joint stock company. The respondent company presently has following shareholders and directors:

S.No.	Name	% of shareholding	Date of Appointment as Director
1	Kamal Kumar Agarwal	28%	29.05.2008

2	Vimal Kumar Agarwal	12%	29.05.2008
4	Anand Kumar Agaewal	12%	01.07.2008
5	Satish Kumar Agarwal	12%	01.07.2008
6	Girish Kumar Agarwal	12%	01.07.2008
7	Arun Kumar Agarwal	12%	01.07.2008
8	Ravindra Anandkumar Agarwal	12%	Appointed as additional director w.e.f. 01.04.2013 and regularized by shareholders on 28.09.2013
9	Ammeet Kamal Agarwal	0%	Appointed as additional director w.e.f. 01.04.2013, not regularized by shareholders
10	Akash Kamal Agarwal	0%	Appointed as additional director w.e.f. 01.04.2013, not regularized by shareholders

2.4. The company took over the business of Partnership firm as a going concern with all its assets and liabilities including *interalia* all licences, permits, benefits and advantages as also outgoings. The Respondent Company was established/incorporated for the benefit of the family members. The details of family members are given in family tree given below :

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Family Tree

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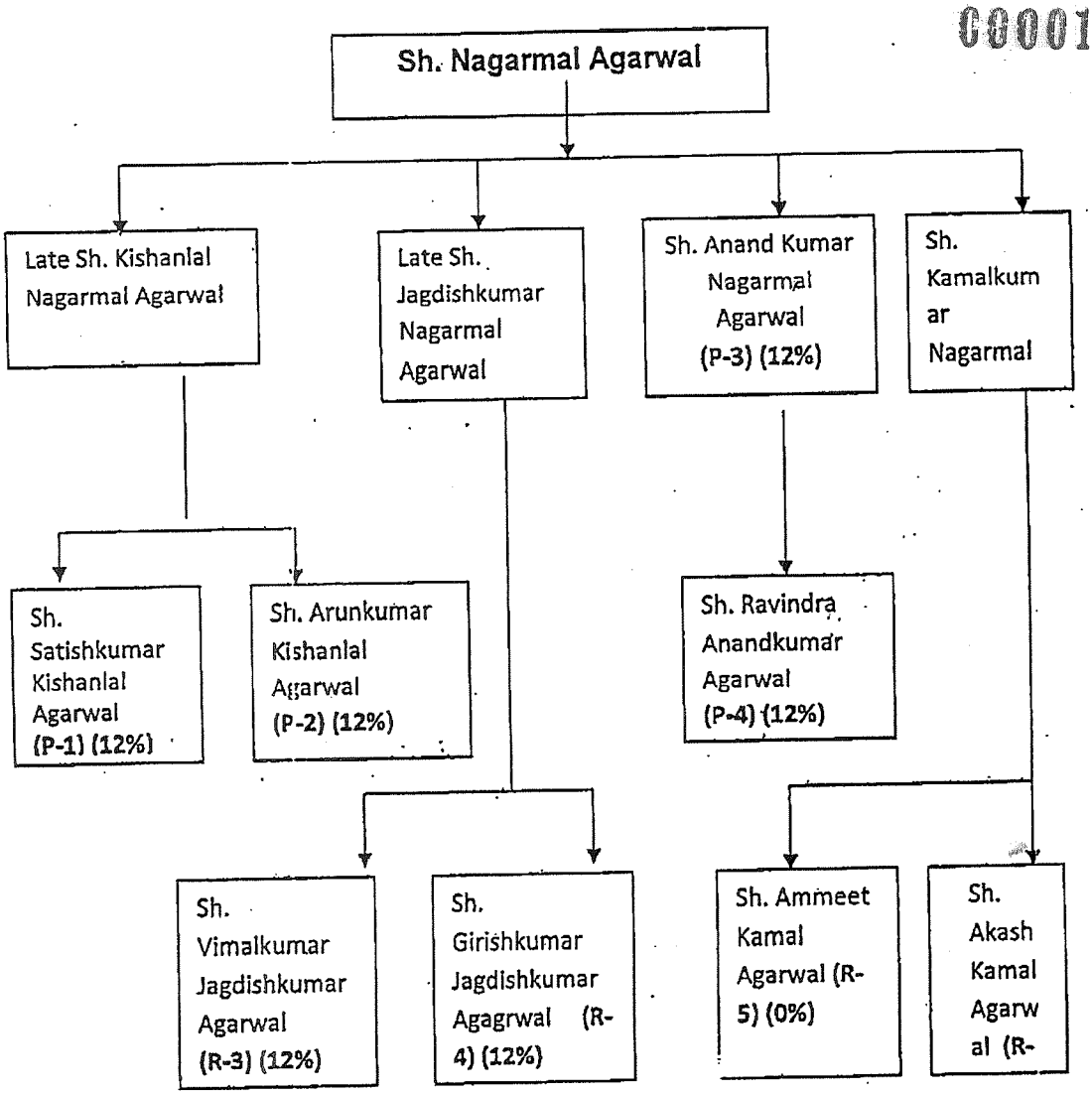

2.5. That the respondent no.1 company is a closely held family company consisting of Petitioners and Respondents No. 2-6 conducting the affairs thereof in Indian Joint Family style keeping more and less equal shareholdings (approx. 25% each) among the four family groups and giving representations to all the family members on the board. That the respondent no.1 company is being managed in the nature of a quasi partnership and that the foundation of this quasi partnership has been the backbone of the functioning of the respondent no.1 company.

2.6. That the Petitioner's group has a legitimate expectation that the joint family tradition and principles of quasi partnership would be respected and followed.

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That the respondents have breached the joint family tradition and principles of quasi partnership by oppressing and marginalizing the petitioner group and by indulging in various acts of oppression and mismanagement in the respondent no.1, details whereof are set out hereinafter and are being challenged in the present petition.

2.7 The main objects of the Respondent No. 1 Company as mentioned in the Memorandum of Association are as under:

Quote

1) *To continue to carry on the running business of M/s Supreme Transport Organisation vested in the company upon its conversion under Part IX of the Companies Act,1956 with all its assets having passed to and vested in the Company and liabilities including inter alia all licenses, permits, authorizations, registrations, pending contracts and all other rights benefits and advantages as also outgoings, whether provided for and/or contingent and whether tangible or intangible and whatsoever and howsoever as a going concern.*

2) *To Carry on and operate the business of motor transport of all kinds including leasing and hiring for any number of journeys, lorries, trucks, cars, plying trucks and motor lorries for the carriage of all types of goods, to construct equip, maintain and work motor trucks and lorries and other vehicles appropriate for carriage of goods, business of omnibus proprietors and carriers of passengers, construct garages and store houses and other buildings for the housing or repairs of trucks, lorries and omnibus and for the storage of fuel and other oils required for the working of said vehicles, the warehousing of goods carried and the accommodation of the persons intending to be the passengers, carrying business of carriage of goods on commission basis, business of general carriers and forwarding agents, warehousemen, bonded warehousemen and carriers.*

Unquote

A copy of the Memorandum and Articles of Association of the Company are annexed hereto and marked as **Annexure P-1**.

2.8 The Authorised Capital of the Respondent No.1 in the year of incorporation was Rs.2,00,00,000/- (Rupees Two Crore Only) divided into 20,00,000 Equity Shares of Rs. 10 (Rupees Ten) each. The authorised capital was increased from time to time. At present, the authorized share capital is Rs. 10,00,00,000/- (Rupees Ten Crores Only) divided into 100,00,000 Equity Shares of Rs. 10 each and issued and paid up capital of the respondent no.1 company is Rs. 7,00,00,000/- (Rupees Seven Crore Only) divided into 70,00,000 Equity Shares of Rs. 10 each. Copy of the Annual returns of the year ending 31.03.2014 along with Balance Sheets for the year ending 31.03.2012, 31.03.2013, 31.03.2014 and 31.3.2015 are annexed herewith and marked as **Annexure-"P-2 (Colly)'**.

3. PARTICULARS OF THE PETITIONERS

3.1. That the petitioner no.1 is a promoter Director of the respondent no.1 company since the incorporation of the Company and is also a shareholder of the company holding 8,40,000 equity shares in the respondent no.1 company amounting to 12 % of the total shareholding of the Respondent no. 1 Company. The Petitioner No.1 holds responsibility of managing the transport segment of cloth merchants in the group. The Petitioner No.2 has the abilities to work in a challenging environment and manage the business activities in the said field. Apart from all these facts, the Petitioner No.2 has now become a well established name with many a prestigious clients on account of his personality and knowledge, The Petitioner No.2 has added valuable assets to the company's list of assets. The petitioner No.2 has clocked a turnover of Rs. 40 crores (approx) amounting to 29.6% of the total turnover of the Company during the year 2014-2015.

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3.2. That the petitioner no.2 is a promoter Director of the respondent no.1 company since the incorporation of the Company and is also a shareholder of the company holding 8,40,000 equity shares in the respondent no.1 company amounting to 12 % of the total shareholding of the Respondent no. 1 Company. The Petitioner No.3 is managing the branches of Respondent No.1 Company at Chennai, Ranipet and Trichy. His public relation qualities have generated a rock solid foundation and have further established company's goodwill in the industry. The Petitioner No.3 has been managing the above said branches and has contributed over Rs. 10 crores to the total turnover of the Company.

3.3. That the Petitioner no.3 is a promoter Director of the respondent no.1 company since the incorporation of the Company and is also a shareholder of the company holding 8,40,000.equity shares in the respondent no.1 company amounting to 12 % of the total shareholding of the Respondent no. 1 Company.

3.4. That the petitioner no.4 is a Director of the respondent no.1 company of the Company and is also a shareholder of the company holding 8,40,000 equity shares in the respondent no.1 company amounting to 12% of the total shareholding of the Respondent no. 1 Company. The Petitioner No.4 is a Chartered Accountant and being professionally qualified he successfully picked up the nuances of logistics business and he was fully equipped with the technicalities of the Transport business and provided valuable inputs to enhance the reputation of Respondent No.1 Company. Petitioner No.4 joined respondent company in 2009 working as COO of the company and later took charge as CEO of the company. The hard work and efficiency of Petitioner No.4 has scaled the Respondent No.1 company to new heights in terms of growth and turnover. The Petitioner No.4 is managing the Mumbai operations of the Respondent No.1 Company and the efforts of the Petitioner No.4 has yielded rich dividends which could be corroborated from the very fact that the Petitioner No.4 being in charge of Mumbai operations was contributing approx. Rs. 65 Crores to the total turnover of the Company which is 48% (approx) of the total

turnover of the respondent Company. The petitioner No.4 apart from managing the Mumbai operations was taking care of 152 Transport vehicles out of a fleet of 165 vehicles owned by the Respondent No.1 Company. On account of hard work of Petitioner No.4 the Respondent No.1 Company made tremendous progress in the field of transport and logistics. The Petitioner No.4 also assisted the Respondent No.1 Company with liaison matters with prestigious clients and on account of the same the company could procure valuable business. For all these reasons he has been accepted as CEO of the respondent company and has been corresponding on behalf of the company as CEO of the respondent company. The Respondents No. 2-6 are seeking to convene an Extra Ordinary General Meeting on 18th December 2015 with a malafide intention and ulterior motive to usurp the control of the business, thereby throwing out the Petitioner No. 4 who has nurtured the Company by putting his hard work and business acumen that the Petitioner was looking after the affairs of the Company for the last 7 years and more.

3.5. The Petitioners No. 1-4 hold 48% of the shareholding of Respondent No.1 Company. In this fashion, the Petitioners hold an aggregate of 48% shareholding of the Respondent No.1 Company and are therefore competent to file the Petition before this Hon'ble Board under Section 399 of the Act. The petitioners also constitute more than 1/10th of total members of Respondent no.1 company under Section 399 of the Act and thus eligible to file the present petition.

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4. PARTICULARS OF RESPONDENTS

4.1. That the Respondent No. 1 Company is a company which is the subject matter of the present petition wherein attempt is being made to ouster the Petitioners from the management dilute their shareholding, and divert and misuse the funds of the company for a new and highly risky business venture of aviation

industry, which has long gestation period, high input costs, intense competition and less to negative profitability. It is relevant to mention that over a span of few years top aviation companies like Kingfisher, Air Sahara, MDLR etc. were unable to sustain themselves in the fiercely competitive sector and were either closed down or sold off to other entities on account of heavy financial losses and non recovery of capital expenditure. The Respondents without consent and approval of all the Petitioners are diverting from transport and logistics business to an entirely new and different business of aviation. The details of incorporation and the current issued and paid up capital and other requisite details of respondent No.1 have already been mentioned above and is not repeated herein for the sake of brevity.

4.2. That the Respondent no. 2 is a promoter director of respondent no.1 company since the incorporation of the company and is a shareholder holding 19,60,000 equity shares in the respondent no.1 company amounting to 28% of the total shareholding of the respondent no.1 company. The Respondent No.2 holds responsibility of managing the overall finances and administrative activities of the company, however the Respondent No.2 has betrayed the trust reposed on him by the petitioners of the Respondent No.1Company.The Respondent No.2 has turned a blind eye to the illegal acts committed by Respondent No.5 & Respondent No.6 and has tacitly appointed Respondent No.5 & 6 on the Board without the knowledge and consent of the Petitioners. It is further submitted that the Respondent No.2 was entrusted with managing the finances of Respondent No.1 Company, however Respondent No.2 betrayed the trust reposed on him by diverting funds to the personal venture of Respondent No.5 & 6. The Respondent No.2 by manipulating Respondents No. 3 and 4 and in collusion and connivance with respondent No. 5 and 6 has illegally and malafidely indulged in various acts of oppression and mismanagement in the respondent no.1 company including siphoning of funds for purpose other than company's

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business, which are being challenged in the present petition and explained in detail in subsequent paragraphs.

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4.3. The Respondent no. 3 is a promoter director of respondent no.1 company since the incorporation of the company and is a shareholder holding 8,40,000 equity shares in the respondent no.1 company amounting to 12% of the total shareholding of the respondent no.1 company. The Respondent No.3 is managing the operations of Bangalore Branch of the Respondent No.1 company and has contributed an amount of Rs. 19 crores representing 14% of the total turnover of the Company for the Financial Year ended on 31.03.2015 (out of which 50% operations are from Mumbai and Chennai branches which are controlled and looked after by Petitioner No.4 and 1). The Respondent No.3 under influence of respondent No. 2 and for mutual benefits in collusion and connivance with the other respondents has illegally and malafidely indulged in various acts of oppression and mismanagement in the respondent no.1 company, which are being challenged in the present petition.

4.4. The Respondent no. 4 is a director of respondent no.1 company since the incorporation of the company and is a shareholder holding 8,40,000 equity shares in the respondent no.1 company amounting to 12% of the total shareholding of the respondent no.1 company. The Respondent No.4 is managing the operations of Delhi Branch of Respondent No.1 company. The Delhi operations of the Respondent No.1 being managed by Respondent No.4 and is generating a turnover of approx. Rs. 1.5 Crores representing 1.1% of total turnover of the Company. That the Respondent No.4under influence of respondent No. 2 and for mutual benefits in collusion and connivance with the other respondents has illegally and malafidely indulged in various acts of oppression and mismanagement in the respondent no.1 company, which are being challenged in the present petition.

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4.5. The respondent no. 5 is an additional director of the Respondent No.1 Company and is not a shareholder of the respondent no.1 company. The Respondent No.5 is a son of Respondent No.2 whose modest qualification and background is explained in paragraphs 6.16 to 6.18, who in collusion and in connivance with respondents No. 2 has illegally and malafidely indulged in various acts of oppression and mismanagement by keeping the Petitioners in dark only for personal benefits which is being challenged in the present Petition.

4.6. The respondent no. 6 is an additional director of the Respondent No.1 Company and is not a shareholder of the respondent no.1 company. The Respondent No.6 is a son of Respondent No.2 and brother of respondent No.5 who in collusion and in connivance with the other respondents has illegally and malafidely indulged in various acts of oppression and mismanagement by keeping the Petitioners in dark, taking decisions at their back by suppressing them only for personal benefits of respondents which is being challenged in the present Petition.

4.7. That the Respondent No.7 is a company which is owned and promoted by Respondent No.2 and Respondent No.5 in which Respondent No. 2 and Respondent No.5 have 50% shareholding each. That the Respondents in collusion and connivance with each other have illegally raised loans at terms and conditions which are unknown to the Petitioners and such financial transactions are not at arms length basis and are prejudicial and detrimental to the interests of Respondent No.1 Company by keeping the Petitioners in dark which is being challenged in the present Petition.

4.8. That the Respondent No.8 is a State Government undertaking and has been arrayed as a party on account of the fact that an agreement dated 14.03.2015

was entered into by the undertaking with the Respondent No.1 Company for operation in the aviation sector which is in contravention as the Objects Clause in the Memorandum of Respondent No.1 company do not provide for operation in aviation sector and this agreement has been entered into behind the back of Petitioners No. 1 to 3.

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4.9. That the Respondent No.9 is a State Government undertaking and has been arrayed as a party on account of the fact that an amount of Rs. 2,05,20,000/- has been paid in the month of September 2015 as a bid amount for the business of aviation sector at the back of Petitioners, keeping them in dark which is in any case in contravention as the Objects Clause in the Memorandum of Respondent No.1 company do not provide for operation in aviation sector.

4.10. The Respondent No.9 is the statutory auditor of Respondent No.1 company and is hands in glove with Respondent No. 2, 5 & Respondent No.6. The Respondent No. 9 at the behest of the Respondents No.2, 5 & 6 has indulged in rampant manipulation of documents, statutory records and evidences, has uploaded unauthorized forms with the Registrar of companies, Maharashtra with false statements attracting penal action under section 448 and 449 of Companies Act 2013 which are also challenged in the present Petition.

4.11. The Respondent nos. 2 to 7 are collectively referred as 'respondent group' or 'respondents'.

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5. JURISDICTION

The Petitioner declare that the subject matter of the present petition under Section 397 / 398 read with Sections 402 & 403 of the Companies Act is within

the jurisdiction and the Hon'ble Company Law Board at Mumbai which has the jurisdiction to entertain the present petition.

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6. LIMITATION

The Petitioners further declare that the present Company Petition is not barred by limitation. In any event, the Petitioners' submits that there is no fixed period of limitation prescribed under the Act or the rules/ regulations for the institution of this instant petition. The Petition is not barred by limitation as the instances of oppression and mismanagement and various other acts enumerated herein are continuous in nature.

7. THE FACTS OF THE CASE ARE AS FOLLOWS:-

7.1. That the Respondent No. 1 Company is a private limited company incorporated on 29th May 2008 under Part-IX of Companies Act, 1956 having at present, its registered Office at 5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri (East), Mumbai, Maharashtra-400059. The Respondent No.1 Company was originally carrying on the business in partnership in accordance with the provisions of Indian Partnership Act, 1932 under the name and style of "SUPREME TRANSPORT ORGANISATION". The Respondent No.1 company was carrying on the business in terms of partnership deed dated 01.04.1983 which was subsequently amended from time to time on various dates i.e. 01.04.1986, 31.03.2003, 01.04.2003 and 30.09.2003 respectively. The partnership firm was carrying on the business as fleet owners and transport contractors. Subsequently, the partners vide a resolution dated 16th December 2006 decided to register a partnership firm as a private limited Company within the meaning of section 566 of Companies Act, 1956 under the provisions of Part IX of companies Act, 1956. The details about the incorporation of respondent no. 1 company have already been enumerated herein above in Para 1 and its

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sub paras of the present petition which may be read as part and parcel of this paragraph and is not being repeated herein for the sake of brevity.

7.2. Even though, the Respondent No.1 is a private limited company the manner in which the affairs of Respondent No.1 were being conducted would indicate that Respondent No.1 is clearly a glorified partnership or a quasi-partnership.

7.3. The company was incorporated with following as shareholders of the company:

S.No.	Name of the Shareholder	No. of Shares	% of shareholding
1	Kamal Kumar Agarwal	600000	30%
2	Vimal Kumar Agarwal	240000	12%
3	Jagdish Kumar Agarwal	240000	12%
4	Anand Kumar Agaewal	240000	12%
5	Satish Kumar Agarwal	240000	12%
6	Girish Kumar Agarwal	200000	10%
7	Arun Kumar Agarwal	240000	12%
	Total		100%

7.4. The above shareholders were also the Directors of the company as per details given below:

S.No.	Name of the Director	Date of Appointment
1	Kamal Kumar Agarwal	29.05.2008
2	Vimal Kumar Agarwal	29.05.2008
3	Jagdish Kumar Agarwal	01.07.2008
4	Anand Kumar Agaewal	01.07.2008
5	Satish Kumar Agarwal	01.07.2008
6	Girish Kumar Agarwal	01.07.2008
7	Arun Kumar Agarwal	01.07.2008

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7.5. That in the year 2014, the authorized Share capital of the Company was Rs. 50,000,000/- (Rupees Five crores) divided into 50,00,000 (Fifty lacs) Equity Shares of Rs. 10/- each. The Authorised share capital of the company was further increased from Rs. 50,000,000/- (Rupees Five Crores) to Rs. 10,000,000 (Rupees Ten crores) divided into 100,00,000 (One Crore) equity shares of Rs. 10/- each in a meeting of shareholders convened on 22.12.2014.

7.6. Subsequently, in the month of March 2015, the shareholders of the company including petitioner No. 1-4 & Respondents No. 2-4 were allotted 20,00,000 (Twenty Lac) Equity shares of Rs. 10/- each in proportion to their shareholding in the Respondent No.1 company. The shares were allotted to the shareholders at the Board meeting of the respondent No.1 Company convened on 23rd March 2015. Copy of Form No. PAS-3 reflecting the allotment of shares to the shareholders in a meeting convened on 23.03.2015 is annexed hereto and marked as **Annexure P-3.**

7.7. The present consolidated shareholding of Respondent No.1 as on 31.03.2015 is as follows:

Name of the shareholders	Percentage (%) of shareholding
1) Late Kishan Lal Agarwal Group comprising of Satish Kishan Lal Agarwal & Sh. Arun Kumar Kishan Lal (**Petitioner No. 1 & Petitioner No.2)**	**24%**
2) Mr. Anand Agarwal and family comprising of Ravindra Anand Kumar Agarwal (**Petitioner No. 3 & Petitioner No.4)**	**24%**
3) Mr. Kamal Agarwal and family comprising of Ammeet Kamal Agarwal & Akaash Kamal Agarwal **(Respondent No. 2, 5 & 6)**	**28%**

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4) Mr. Vimal Kumar and Girish Kumar Agarwal and family (**Respondent no. 3& 4 herein)**	**24%**
Total	**100%**

7.8. In the Financial Year ending March 2009, the Respondent No.1 company had a modest annual turnover of approx. Rs. 30 Crores. The Petitioner No.4 joined the ranks and operations of the company in the year 2009 working as COO of the company. He worked tirelessly over a period of time & was controlling all the operations at Mumbai, dealing with the l customers and vendors of Mumbai Region and contributing to major chunk of turnover which is reflected in the annual turnover for the year ended at 31st March 2015 when Respondent No. 1 Company clocked an Annual Turnover of Rs 135 Crores. He was recognized and well accepted as CEO of the respondent company.

7.9. The Respondent No. 1 company carrying on the business of road transport under the stewardship of Petitioners and Respondent No. 2 - 4 grew unhindered post March 2009. This rapid growth from the year 2008-09 to the financial year ending on March 2015 records a substantial growth rate of 345%. With the concerted efforts of all Petitioners and Respondents No. 2-4, the turnover of the Respondent No.1 Company progressively increased year after year and the Company has seen impressive growth in its transport business over the short span of time and posted the following year wise turnovers:

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Year	Turnover Rs. in Crores in Transport Business
2008-2009	30.30

2009-2010	60.13
2010-2011	79.01
2011-2012	95.15
2012-2013	100.38
2013-2014	115.98
2014-2015	134.80

7.10. Respondent No.1 Company being in the business of transport vehicles & logistics with the growing business, there was a need for more heavy duty trucks and other commercial vehicles. The company with a view to expand its base throughout India was also required to purchase commercial properties for opening its branch offices. To cater to the need of expanding business operations, company bought various commercial offices to establish as branch offices and acquired commercial vehicles to enhance the size of its fleet so that it could cater to the growing demands of the business. Since, the Company achieved substantial turnover and a decent profit the Petitioners and Respondent No.2 approached several banks for working capital facility and term loan facility (credit facilities) for the business of Respondent No. 1 The company availed its banking facilities from Kotak Mahindra Bank. At present the company is availing banking limits fund based and non fund based including cash credit limits, bank guarantee limits, various term loans etc with total exposure of Rs. 35.79 Crores by Kotak Mahindra Bank vide its sanction letter No. RCAD/RBG/6780/2015-16 dated 07.04.2015. Copy of the said sanction letter is annexed herein as **Annexure P-4.** The details of various facilities are given below:-

Sl. No.	Nature of Facilities	Limit Rs. in Lakhs
I	Cash Credit	1900.00

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II	Term Loans – CV-I	29.00
III	Term Loan – I	63.00
IV	Term Loan – II	194.00
V	Term Loan – III	129.00
VI	Term Loan – IV	864.00
VII	Term Loan – V	200.00
VIII	WCTL	100.00
IX	Bank Guarantees	100.00
	Total Exposure – Funded and Non-Funded	**3579.00**

0032

Further, details of properties offered as collateral security owned by respondent Company, Petitioners and Respondents are given below:

Sl. No.	Details of Property	Owned by
	Commercial Properties	
1.	CS No 49, Wavikar lane, Guruwar Ward, Paanch Kandil, Melegaon.	Respondent Company
2.	Plot No. 1839, Sector KWC, Kalamboli, Navi Mumbai	Respondent Company
3.	Plot No 1838, Sector KWC, Kalamboli, Navi Mumbai	Respondent No.2
4.	SY No. 277/2/1/A, Near Nissarg Hotel, Agra Road, Melegaon	Respondent Company
5.	Gala No 34, Building No 5/B, Akshay Mittal Indl. Estate, MV Road. Andheri (East) Mumbai	Respondent Company
6.	Plot at Devraj Industrial Area, Piplej, Ahmedabad	Respondent Company

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7.	Open Land and Building of the proposed Container Yard situated at Survey No 103/2, 103/1/2A & 102/2A of village Khanevate on NH-4, Opp to TATA Motors, Old Mumbai Pune Highway NH-4, Post Poyanje, Tehsil Panvel, District Raigadh, Pin : 100206	Respondent Company
8.	Plot No.- A-5, Khasra No. 14/1/1, Khde Road Temavass, Balotara, Badmer (Raj)	Petitioner No. 1 and 3 jointly
9.	Gala No 32, Building No 5/B, Akshay Mittal Indl. Estate, MV Road, Andheri (East), Mumbai	Respondent Company
10.	Plot No – 28, Transport Nagar, Pali Rajasthan	Petitioner No. 1
11.	Plot No – 29, Transport Nagar, Pali Rajasthan	Respondent Company
12.	Plot No – 27, Transport Nagar, Pali Rajasthan	Respondent Company
13.	Vacant Plot No A/9, Khasra No 1868/14, Khede Road, RICO, Balotra, Badmer, (Rajasthan)	Respondent Company
14.	Transport Nagar, Plot No. 31, Pali Rajasthan	Respondent Company
	Residential Property	
1.	703, Sankalp Society, Mistri Complex, J B Nagar, Andheri East Mumbai	Respondent No.2
2.	Flat No E-12, Sukhdayak Cooperative Housing Society, J B Nagar, Andheri (East), Mumbai 400059	Petitioner No.4
3.	Flat No. 143, Kalpataru Pinnacle, Opp Inorbit Mall, Mulund Link Road, Goregaon (W) Mumbai 400104	Respondent Company

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4.	Flat No. 153, Kalpataru Pinnacle, Opp Inorbit Mall Mulund Link Road, Goregoan (W) Mumbai 400104	Respondent Company
5.	Flat No. 233, Kalpataru Pinnacle, Opp Inorbit Mall Mulund Link Road, Goregoan (W) Mumbai 400104	Respondent Company

7.11. As can be seen from the above chart, apart from the properties owned by company, the Petitioners and Respondents have also mortgaged their personal properties as collateral securities and have extended personal guaranties to the bank for availing the banking facilities. In this fashion, the Petitioners carried on the business with greater focus, emphasis and growth of Respondent No.1 Company.

7.12. The entire business of Respondent No.1 was being looked after the Petitioners and Respondent No.2 - 4 who were dividing amongst themselves the responsibilities of running the company and managing the business of its branches spread across India. The Petitioner No.4 was managing the operations of Mumbai region of the Respondent No.1 company, wherein he was interacting with the clients, and was acting as a one point contact for all its clients and vendors in Mumbai.. Under his control and supervision Mumbai branch grew rapidly and his hard work could be evidenced from the financial results of the company.

7.13. It is pertinent to mention that the Respondent No. 2 was managing the overall finances and administration of the entire company as a whole. Petitioners reposed complete faith in him as he alone had registered his digital signatures for signing, filing and uploading statutory forms on MCA website which he destroyed by abusing his position by filing unauthorized unilateral forms with

ROC with the help of Respondent No. 9 and misusing the funds of the company for personal benefits of his sons i.e. Respondent No. 5 and 6.

7.14. It is relevant to mention that the Respondent No.5 has modest qualification of passing Class XI. As he could not pass Class XII exams in the year 2006, he went to USA in the same year and after completing 250 hours of flying, obtained Commercial Pilot License (CPL) in the year 2007 from Monarch Air (Institute), Dallas, Texas, USA. Immediately on his return to India in 2007, he set up his own Proprietorship business under the name of Supreme Aviation India in 2007 and entered into a tie- up arrangement with the same Institute where he got his training namely Monarch Air for sending students throughout the globe for "CPL" on commission basis.

7.15. In the year 2008, the Respondent No. 5 also opened his own academy under the name of "Supreme Aviation INC' in Dallas, Texas, USA for granting CPL to prospective students aspiring to be pilots, hobby flying, flying tours, renting planes for personal use etc. This academy ran for almost 2 years and in the year 2010, this academy was shut down by FAA on complaint of AJ Williams and others for providing improper training and unauthorized operations.

7.16. Thereinafter, the Respondent No.5 returned to India after closure of his academy in USA and set up yet another company in the field of aviation in the name of "Sangeeta Aviation Services Pvt. Ltd." wherein he hold 50% shareholding and balance 50% shareholding was with Respondent No.2. The turnover of this company was Rs.9,50,775/- in the F.Y.2012-13, Rs.1,22,96,700/- F.Y.2013-14 and Rs.2,52,34,000/- in the F.Y. 2014-15.

Copy of Certificate of Incorporation, Memorandum & Articles of Association of M/s Sangeeta Aviation Services Pvt. Ltd. is annexed as **Annexure P-5 (Colly)**.

7.17. During the period when Respondent No. 5 was planning and shaping his aviation business from 2008- 2014, he sought help and assistance of Petitioner No. 4 and requested him to accompany him for various trips to Manila,

Philippines, Argentina, Dalla and Washington DC, USA to represent himself as a qualified person with credibility. It is further relevant to mention here that Respondent No.2 extended funding of some trips as mentioned above from respondent No. 1 company's account showing it as expenses for expansion plan of the respondent company to justify the booking of expenses in the company accounts. However the real purpose was to help and support Respondents No. 5 and 6 to settle in aviation business and being family members, Petitioner No 4 agreed to extend his help and support by representing as a qualified person with understanding of accounts, fiancés and international taxation for the business plans of Respondent No. 5 and 6.

7.18. In 2014, the Respondent No.5 had again managed to get license issued for a period valid from 5.1.2014 to May 2016 in the name of Supreme Aviation Services Inc. For this Respondent No. 5 wanted the respondent company to venture into the aviation business so that he could command over respondent company's resources and assets to fulfill his personal desire as holder of CPL, USA as per his own whims and fancies.

7.19. Respondent No. 6 followed his elder brother Respondent No. 5 to possess CPL, as he also could not pass class XI and went to States. It is relevant to mention that Respondent No.5 & Respondent no. 6 was never involved in active running, functioning and management of the Company. Since, Respondents No. 5 & Respondent No.6 were unsuccessful in their stint of business and were aware of the ever growing pan India presence , turnover & goodwill of the Respondent No.1 Company, The Respondents driven with greed in cahoots with their father i.e. Respondent No.2 herein concocted a plot conspiring to take over the management and utilize its cash flows for their own personal business venture i.e. aviation business.

7.20. Sometime in the month of March, 2015, it came to the knowledge of the Petitioners at the Board Meeting wherein the shares were allotted to the

shareholders in proportion to their shareholding in the Respondent No.1 Company, that Respondent No.5 & 6 were also invited at the Board meeting as Directors of the Respondent No.1 Company. It came as a shock to the Petitioners that the Respondent No. 5 and 6 were acting as Directors of the company. The petitioners immediately confronted with Respondent No.2 and enquired about the said development which all of a sudden has taken place without knowledge and consent of the Petitioners. Upon enquiry, it was informed by Respondent No. 2 that since Respondents No.5 & 6 were novices in the field of business and sought to gain experience for their own venture, they be allowed to work as additional directors of the company till the ensuing Annual General Meeting. The Respondent No.2 further requested that during this period they will undergo training in the company and will also work for marketing of the company. He further explained that at the end of the said tenure, if their performance of respondents NO. 5 and 6 is found to be satisfactory they will be confirmed as Directors in the AGM after the approval of the shareholders. The Respondent No.2 further pleaded with the Petitioners that since the Respondents No. 5 & 6 are his sons they be allowed to continue as trainees in the Company. . It was further assured by Respondent No. 2 that shareholding pattern of the Respondent No.1 Company shall continue to be same and respondent No. 5 and 6 will not be allotted any shares. It is relevant to mention here that as late as 2015, Respondent No. 5 and 6 had no role to play in the respondent company and respondent company grew in transport business without their contribution.

7.21. At that point of time, the Petitioners did not comprehend that the Respondent No.2 along with other Respondents had already hatched a scheme to take effective control of the affairs of the Respondent No.1 Company. Once the Respondent No.5 & 6 were appointed on the board of Respondent No.1 company, they started interfering in the working of Respondent No.1 Company in accordance with their own whims and fancies considering Respondent No.1

Company to be their personal fiefdom and argued with the Petitioners that the Company should enter into new field of aviation and sought to diversify funds generated from its business of road transport to aviation sector. The Respondents sought to capitalize on the fruits of all these years hard work done by petitioners and respondents No. 2 – 4. Not only that, respondents No. 5 with the support of respondent No. 2 diverted the funds of respondent no. 1 company for their own concerns one of them being Respondent No 7.

7.22. The Petitioners sensed at that point of time that it would not be in interest of Respondent No.1 company to enter into the new aviation sector which has a lot of risk attached to it. Various well known companies operating in the aviation sector have incurred huge losses to name a few Kingfisher of Mr. Vijay Mallya (now declared as willful defaulter as borrower from financial institutions), Air Sahara of Mr. Subroto Roy (Sold to Jet Airways), MDLR of Mr. Gopal Kanda (now closed), Jagsons Airlines, Paramount Airlines etc. Therefore the petitioners did not agree for venturing into new aviation sector. However, in the interest of Respondent No.1 Company, the Petitioners continued to work in the various regions allocated to them in respect of transport business.

7.23. The Petitioners No. 1-3 protested the full fledged scheme of Respondent No.5 & 6 to diversify the respondent company into totally new and risky avenue of aviation and of the confirmation of Respondent No. 5 & Respondent No. 6 at a Board Meeting held on 17th August 2015, wherein the annual accounts were laid before the Board for its approval. However, the Respondents with a view to give effect to their evil designs and avoid any protests from the Petitioners Group assured the petitioners that the Respondent No.1 company will continue to function in the Transport sector only and its business will not be deviated to any other sector till the Object Clause of the Memorandum will be amended with special resolution and further assured that the issue of confirmation of Respondent No.5 & Respondent No.6 as regular directors will be taken up at the Annual General Meeting of the Respondent No.1 Company to be held on 10th

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September 2015. Respondent No. 2 thus exercised undue influenced over Petitioners and insisted that the Directors Report and Balance Sheet be signed by Petitioner No. 4 to complete the statutory requirements as per Companies Act 2013 and assured that company shall not do any aviation business without alteration of Object Clause and only after obtaining consent of the shareholders. Thereinafter, relying upon the assurances of the Respondent No.2, the Petitioners continued with their work in Respondent No.1 Company.

7.24. However, after obtaining the signatures of Petitioner No. 4 in Directors Report and Balance Sheets, Respondents started openly threatening the Petitioners that they will run the company in their own manner and will not allow the petitioners to interfere in the decisions taken by Respondents No. 2 and 5. It would be much relevant to mention that there was a family consensus and oral settlement about properties of the respondent company within the family members and it was agreed that Flat No. 233, Kalpataru Pinnacle, Mulund Link Road, Goregaon (W) Mumbai presently registered in the name of the respondent company would be ultimately transferred in the personal name of Petitioner No.4 and to save the cost of registration charges the process of transfer in the name of Petitioner No. 4 should be completed before 20.8.2015. This fact is clear from the exchange of emails between Petitioner No. 4, Mr. Jatin of Kotak Mahindra Bank with copy marked to respondent No. 2, 3 and 9. Copy of the trail emails during the period from 8.8.2015 to 20.8.2015 annexed hereto as **Annexure P – 6.** However, after obtaining the signatures of Petitioner No. 4 on Directors Report and Annual Accounts of Company and just before the last date of registration i.e. 20.8.2015 Respondent 2 informed Petitioner No. 4 that he would not allow the transfer in the name of Petitioner No. 4 and has instructed the Bank not to take any action on the email addressed by Petitioner No. 4 stating that more collateral properties are required for aviation business and properties cannot be released from Bank. It further came to the knowledge of Petitioner No. 4 that respondents are trying to get banking facilities apart from

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Kotak Mahindera from some other bankers for funding of aviation business. Now the Petitioners became aware of the evil designs of respondents No. 2-6 and agitated about functioning of Respondent No. 2, 5 and 6.

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7.25. The Respondents 2, 5 and 6 after manipulating Respondents 3 and 4 started running the company as their own proprietorship firm. Flouting all provisions of Companies Act, 2013 relating to Advance to Directors, respondents insisted the company to make payments towards purchase of Jaguar Aero Sport Vehicle which is costing Rs.52,00,581/- in the personal name of Respondent No. 5. So far, on 01.09.2015, 01.10.2015 & 01.11.2015 three installment cheques have been cleared from respondent company's bank account misusing company's funds towards payment of said vehicle loan belonging to the personal name of Respondent No.5. A serious dispute arose relating to this transaction as funds of the respondent company were being misused for creation of personal assets of Respondent No. 5 not only against the interest of the company but also in violation of the statutory provisions of the Companies Act, 2013.

Copies of Tax Invoice, Receipt and RC and in the name of Ammeet K Aggarwal along with ledger account of Ammeet K Aggarwal in the books of Respondent company and Bank account evidencing the misuse of funds of the company are annexed hereto as **Annexure P- 7 (Colly).**

7.26. Further Respondent No. 5 had started interfering in the smooth functioning of the company by giving instructions to lower level staff which were in conflict to the instructions given by Petitioner No. 4. Due to rising disputes among the Board members and Shareholders, the scheduled Annual General Meeting on 10.09.2015 did not transact any valid business.

7.27. On 21.09.2015 without informing other Directors in the company, Respondent No. 2, unilaterally made a payment of Rs. 11,82,42,280/- to M/s Powell Aircraft Title and again on 22.09.2015 made another payment of total Rs. 19,77,642/- to M/s Thoman E Zinn II totaling to Rs. 12.02 crores. Upon enquiries from

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accounts by the Petitioners, it was revealed that payment for acquisition of aircraft was made from Respondent company's bank account. In this manner, The Respondent No.2 in active connivance with Respondent No.5 & 6 diverted the funds of Respondent Company for their own personal use by making payment of huge sum of Rs. 12. crores (approx) towards acquisition of the said aircraft which has been acquired only to fulfill the desires of Respondent No. 5 and. 6 and for their personal benefits against the interest of the respondent company which clearly amounts to oppression on the petitioners who are opposing the aviation business on account of heavy risk factor involved in it and also on the fact that respondent No. 5 has in the past tried to run business in aviation sector, being holder of CPL, without much success. With no track record of proven success of respondent No. 5, diversion of company's funds to this new aviation sector on the behest of respondent no. 5 is totally against the interests of the company.

Copy of Bank Statement (being operated by Respondent No. 2 and 3) are annexed hereto as **Annexure P- 8.**

7.28. Further enquiries from the accounts of Respondent No.1 Company unearthed that till 31.10.2015 a loan of Rs. 10.64 Crores approx. has been obtained from M/s Sangeeta Aviation Services Private Limited, Respondent No. 7 in which respondent No. 2, and 5 are shareholders to the extent of 50% each. Copy of Bank Statement for the period from 01.04.2015 to 31.10.2015 is annexed hereto as **Annexure P-8** evidences the said loan transactions. The terms and conditions of the loan were not disclosed nor discussed with the Petitioners. On becoming aware about this loan transaction petitioner no. 4 demanded the details about the terms and conditions of the various advances made by Respondent No. 7 company to Respondent No. 1 company. But till date there is no reply on this issue from the respondents, rather the Respondents questioned his authority in the Respondent No.1 Company and alleged that petitioner no. 4 is mentally sick and is unfit to function and continue as a director of the

Respondent No.1 Company. It is relevant to mention that the Petitioner No.4 has worked tirelessly for the growth of the Company and has managed its Mumbai operations, which contributes the largest share in terms of turnover to the revenue of the Respondent No.1 company. The Respondent No.5 seeks to run the company as their personal fiefdom and got agitated on account of the fact that the Petitioner No.4 had sought for the terms and conditions of the loan/advances obtained by respondent company from Related concern. Copy of the email dated 29.10.2015 addressed to Respondent No. 5 is annexed as **Annexure P-9**. This loan transaction is clearly in gross violation of the provisions of Companies Act, 2013 relating to "related parties transactions" as no one knows what are the terms and conditions of the said loan & its repayment schedule and as to whether such transaction is at arms length or not?

7.29. The reason why the respondents have been able to siphon off funds from the Respondent No.1 company is because of the fact that the Respondent No.2 have been looking after the overall finances and the administrative activities of the company. As soon as the Petitioners observed such mindless mismanagement in the affairs of Respondent No.1 company by Respondents, they reiterated that the funds are for the purposes of the Company only and the same cannot be deployed for any other purposes by the Respondents and sought to confront the with the Respondent No.2 . However, instead of taking the Petitioners seriously, the Respondent No.2 threatened that they would oust the Petitioners from the management and would take the control of the Company.

7.30. Annoyed with the email of Petitioner No. 4 and to take personal vengeance from him, Respondents continued with their negative and disturbing designs to sideline the petitioners acted against the interest of the company by calling a board meeting on 07.11.2015. In the notice dated 31.10.2015 circulated by the Respondents they sought to remove Petitioner No.4 from the Board of

respondent No.1 Company who has been instrumental in functioning of the Company. Further addendum was issued by Respondent No. 2 proposing names of Respondent No. 3 as CEO of Transport Division and Respondent No. 5 as CEO of Aviation Division. This was done with an intention that so that Respondents could continue running the company as their personal fiefdom without any hindrances or oppositions from any quarters whatsoever. Copy of the said notice of Board meeting along with Agenda and addendum is annexed hereto and marked as **Annexure P-10**.

7.31. All the Petitioners on receipt of the Notice dated 31.10.2015 of the Board Meeting sent their observations to the said notice over the email dated 07.11.2015 to the Respondents as the Agenda was against the interest of the company as well as the Petitioners. The Petitioners requested that the removal of Petitioner No.4 cannot be acceded to as he has always acted in the best interest of the Company and the company has grown leaps and bounds under his leadership. Petitioner No. 4 replied in detail. Copy of the emails dated 07.11.2015 sent by the petitioners are annexed hereto and marked as **Annexure P-11**.

7.32. In the Board meeting held on 7.11.2015, Petitioner No. 4 raised various issues including about statutory records of the respondent company. Though Respondent No. 5 was never appointed as Chairman of the meeting but, unilaterally usurping the position Respondent No. 5 conducted the proceedings in most autocratic fashion in a manner unknown to law, without discussion or considering the issues raised by Petitioner No. 5. None of the items were deliberated upon but were just brushed aside by saying "Noted" and no business was validly transacted at this board meeting. The audio video of the whole proceedings are available with the Petitioners and can be produced as evidence as and when so instructed by this Hon'ble Board.

7.33. After above incidents, petitioner No. 4 demanded by email dated 07.11.2015 at 1.15 P.M. seeking inspection of statutory records of the company which were always in the custody of respondent no. 2, as he was in charge of the Finance and administrative functions of Respondent No.1 Company. The said fact is further corroborated from the fact that the E-forms were uploaded at the website of Ministry of corporate Affairs by using his digital signatures and he was doing all statutory filing of forms under Companies Act. However, respondents have not made available the statutory records of the respondent company to the petitioner no.4 till date. Copy of the email dated 7th November, 2015 at 1.15 p.m. is attached as **Annexure P-12.**

7.34. The Petitioner thereafter got conducted a search on the MCA portal which gave a different version than what the Respondents have assured the Petitioners all the time. After inspection, the Petitioners were totally shocked to see various ante-dated forms filed under digital signatures of Respondent No. 2 and 10 and following things were unearthed:-

i. Alterations in the Objects Clause of MoA.

ii. Increase in the Authorized Share Capital

iii. Regularization of Additional Directors

All above acts have been carried out without convening valid Board meetings and shareholding meetings which facts are elaborated in subsequent paras which clearly establish that the Company is being mismanaged and the Petitioners Group being 48% of the shareholder is being oppressed.

7.35. The Petitioners had no reason to suspect the Respondents until the recent developments which clearly reflects that the Respondent No.2 with the help of other respondents was slowly but surely, illegally trying to grab the control over the Respondent Company to oust the Petitioners completely out of the entire family business. Nothing has been followed and obeyed till date as decided and

agreed by the Respondent No. 2 , 5 & 6 and in fact the whole exercise was to lay a trap against the Petitioners and just to give shape and color to their (Respondents above) ulterior and malafide intentions of taking over the Company.

7.36. The Petitioners state that the Respondents instead of acting in the interest of the respondent No.1 company and realizing that the Petitioners have 48% shareholding which will defeat any proposal to acquire the Company, all of a sudden, on 03.11.2015 the Respondents issued another notice for the Board meeting to be held on 10.11.2015 with an agenda item to offer and issue 10 million equity shares to the existing shareholders and to the persons other than the existing shareholders. The said notice was only issued with a malafide agenda on behalf of the Respondents to reduce the Petitioners to an abject minority and oust them from the affairs of the Company. However, some sense of responsibility prevailed over the respondents and they withdrew the said notice. Copy of the Notice dated 03.11.2015 for proposed Board Meeting on 10.11.2015 and its withdrawal is annexed hereto and marked as **Annexure P-13.**

7.37. It has come to the notice of the petitioners that respondents have further diverted the funds of respondent company into aviation business as per following details:-

S. No.	Bank Draft No.	Date	In favour of	Amount in Rs.
1.	628369	09/11/2015	Gujarat State Aviation Infrastructure Company Limited (GUJ SAIL)	5,00,000
2.	628370	09/11/2015	Gujarat State Aviation Infrastructure Company Limited (GUJ SAIL)	20,000
3.	633839	09/11/2015	GUJ SAIL	2,00,00,000
			Total	**2,05,20,000**

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Copy of above three Bank Drafts annexed hereto and marked as **Annexure P-14 (Colly).** Of late, it has been come to knowledge that one payment of Rs. 2.00 crores above has been returned back but other payments have been retained. The purpose and reasons for the same are not disclosed to the Petitioners.

7.38. On 24.11.2015, the petitioners received a notice dated 23.11.2015 on email from respondent No. 1 company for convening the Extra Ordinary General Meeting on 18.12.2015 at 5:00 P.M at the registered office of the respondent No.1 company. The notice indicated that at the said Extra Ordinary General Meeting, the sole Agenda item is seeking the removal of Petitioner No.4 as director from the Board of respondent No.1 Company. The accompanying explanatory statement has leveled numerous personal allegations against Respondent No.4, however no ground has been mentioned by the Respondent No.2 that the Petitioner has acted against the interest of Respondent No.1 Company. A copy of the notice dated 18.12.2015 for the Extra Ordinary General Meeting along with the explanatory statement 1956 is attached hereto and marked as **Annexure P-15.** Further it is submitted that copy of the notice for requisitioning the shareholders meeting for removal of the petitioner No. 4 along with the explanatory statement was never tabled before the Board and was never approved by in the Board meeting held on 7.11.2015 or any other Board meeting because no Board meeting was held thereafter.

7.39. The Petitioners state that the notice convening the Extra Ordinary General Meeting as stated above is liable to be set aside on the following two grounds:-

a. Firstly, it is against the interest of the respondent No.1 Company and its shareholders as the Petitioner No.4 is associated with the company since its inception and has taken the Respondent No.1 Company to new heights in terms of revenue ,profitability & goodwill and has contributed to the growth of the Respondent No.1 Company.

b. The notice was removing the Petitioner No.4 on the Board of the Respondent No 1 Company is against the principles of quasi partnership, which provides equal representation on the Board of Respondent No.1 Company.

C. The Respondent No.2 has assigned flimsy grounds for the removal of Petitioner No. 4 from the board of Respondent No.2 questioning his mental stability, seeking his medical reports, his personal traits etc.

7.40. The Petitioners state that the said act of illegal removal by Respondents were on account of Petitioner No.4 confronting the Respondents with facts about the diversion and deviation of the funds from the business of Respondent No.1 company to aviation sector.

INSTANCES OF OPPRESSION AND MISMANAGEMENT

7.41 ALTERATION IN THE OBJECTS CLAUSE OF THE RESPONDENT NO.1 COMPANY

a. In the month of August 2015, the petitioners group was holding 48% shareholding and had 4 directors on the Board of Respondent No.1 company. The tabulated chart reflecting the directors on the board of respondent No.1 company is mentioned below herein:

SL. NO	FULL NAME	DESIGNATION	DATE OF APPOINTMENT
1.	MR. ANANDKUMAR NAGARMAL AGRAWAL	Director	01.07.2008
2.	MR. KAMAL KUMAR NAGARMAL AGARWAL	Director	01.07.2008
3.	MR.SATISH KISANLAL AGRAWAL	Director	01.07.2008
4.	MR. ARUNKUMAR KISANLAL AGRAWAL	Director	01.07.2008
5	MR. VIMAL KUMAR JAGDISH AGRAWAL	Director	01.07.2008
6	MR. GIRISH KUMAR JAGDISH AGRAWAL	Director	01.07.2008

7	MR. RAVINDRA ANANDKUMAR AGRAWAL	Director	01.04.2013
8	MR. AMMEET KAMAL AGARWAL	Additional Director	01.01.2015
9	MR. AKKASH KAMAL AGARWAL	Additional Director	01.01.2015

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b. That in an alleged EOGM held on 07.09.2015, the members of Respondent's Group decided to alter the objects clause in the memorandum and Articles of Association of the company at the back of the Petitioners and included the following objects in the main objects of the Respondent No.1 Company which is reiterated herein below:

' To operate, schedule airline or air taxi services from/to and/ or within India and other countries and/or to operate non scheduled air taxi or charter services from/to and / or within India and other countries nd/or to conduct aircraft maintenance for inhouse fleet of airplanes; and/or business on commercial basis for all other airplanes and/or to conduct sales of aircrafts, helicopters, parts of airplanes on commission, brokerage, agency, authorized dealership and services'

c. At this juncture, it is relevant to point that the Respondent No.1 Company since its incorporation and even prior to it were in the business of fleet owners and transport contractors, the said alteration in the objects clause is in complete contravention with the objects incorporated by the Respondent No.1 at the time of converting the Partnership firm to a Company. There was no reason assigned for such a sudden change in the objects clause, especially at a time when the company is earning profits and had a huge turnover from the said business. The entire conspiracy is hatched by the Respondent No. 5 & respondent No.8 who are the ultimate beneficiaries wherein their firm would gain by associating itself with Respondent No.1 Company. Copy of Form No. MGT 14 reflecting the

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alteration in the objects clause dated 09.07.2015 is annexed hereto and marked as **Annexure P-17.**

d. It is pertinent to mention that the said alteration in the objects clause is illegal and unlawful and is malafide in nature and has been done behind the back of the Petitioners by keeping the Petitioners in dark. It is pertinent to mention that the Petitioners did not receive any notices for the allegedly convened Board meeting dated 14.08.2015 and for the EOGM convened on 07.09.2015 wherein the alleged alteration to the objects clause was given effect to. The aforesaid acts of the Respondents in alteration of objects clause had been done without any valid and proper meetings of the Board of the Respondent No.1 Company.

e. The alleged alteration in the Object clause of the Memorandum of respondent company is not in the best interest of the company but is detrimental and prejudicial to the interest of the company for the simple reason that Respondent No. 5 wants to run aviation segment as CEO of aviation business wherein he has no track record and experience of a successful entrepreneur. Just holding a CPL just not make a person a great businessman. Both Respondent No. 5 and 6 are just novice in the business acumen and yet to prove their metal. Hijacking the scarce resources of the respondent company into highly risky business is against the interest of company and liable to be declared as null and void and are liable to be set aside.

7.2 ILLEGAL INCREASE IN THE AUTHORISED SHARE CAPITAL OF THE COMPANY

a. The authorized share capital of the Respondent No.1 company was increased to Rs. 20,00,00,000 (Rupees Twenty Crores) divided into 20,000,000 (Two Crores) equity shares of Rs. 10/- each, in a most malafide and illegal manner in an allegedly convened meeting of the shareholders i.e. Extra Ordinary General

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meeting on 18th September 2015 without giving any notice to the Petitioner' Group which increase is being challenged in the present petition.

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b. It is pertinent to mention that despite the fact Petitioners were the directors of the respondent No.1 Company, the respondents in collusion and connivance with each other intentionally and malafidely kept the petitioners in dark. It is note worthy to mention that there was no need for increase in the share capital since no projects/ expansion were carried on by the Respondent No.1 company. On conducting the search of Respondent No.1 company at the website of ministry of corporate affairs ,it had came to the knowledge of the Petitioners that the increase in the authorized share capital was made under the digital signatures of Respondent No.2 and for the expansion plans of aviation division of the Company, which is unrelated with the business of respondent No.1 company. Copy of form MGT-14 dated 25.08.2015 reflecting the increase in authorized share capital of the Company is annexed hereto and marked as **Annexure P-16.**

c. That on 18.09.2015, the Respondents in collusion and connivance with each other have increased the authorized share capital of the Respondent No.1 Company. It is submitted that the said increase in the authorized share capital was made without convening a proper and valid share holders meeting and without following due process of law. It is submitted that at that point of time, the Respondent No.1 company was making profits and there were surplus funds lying in the Respondent No.1 company and therefore there was no reason to increase the authorized share capital of the Company. It is submitted that there is a hidden agenda behind increasing the authorized share capital of the respondent No.1 Company which is to dilute the shareholding of the Petitioners Group and reduce them to abject minority and allot the same to Respondent No.5 & Respondent no.6 who are the sons of respondent No.2 herein, who are otherwise not the shareholders of the company. It is also pertinent to mention that on the alleged date of EOGM the petitioners were holding 48% shares in

the respondent No.1 Company and therefore no EOGM could have been held without notice to the Petitioners.

f. Moreover, the alleged forms filed by the Respondents for increase in the authorized share capital and alteration the objects clause was filed by the Respondents in collusion and connivance with each other and Respondent No. 10 reflecting the EOGM to be held on 07.09.2015 & 18.09.2015 i.e. within a span of 10 days which fact speaks volume for the illegal and malafide intentions of the Respondents in as much as the Respondents sought to give effect to their plan to take over the company from the Petitioners.

7.43 DIVERSION OF FUNDS AND RESOURCES OF RESPONDENT NO.1 COMPANY

a. That the Respondents have been collectively involved in mass scale acts of oppression and mismanagement which can also be evidenced by the fact they have been dealing in financial transactions with their own concern 'Sangeeta Aviation Services Private Limited' i.e. Respondent No.7 without revealing their interest in the Board meeting. The exact terms and conditions of the financial transactions with Respondent No. 7 has neither been discussed nor disclosed to the petitioners.

b. It is submitted that the documents reveal a deep routed conspiracy that the Respondents are acting against the interest of company and its shareholders. The Petitioners were taken aback when certain documents have been unearthed showing that a detailed contract agreement has already been signed by Respondent no.5 on behalf of respondent No. 1 company without the discussion and knowledge of Petitioners . Though, the Object clause of Respondent company's Memorandum of Association had not been altered and does not provide for the business of air service operation/aviation services yet the contract agreement dated 14.03.2015 between M/s Madhya Pradesh State Tourism Development Corporation Ltd. and Respondent company is for air service

operations i.e. deployment of the requisite aircraft(s) for operating the flights and maintaining such aircrafts wherein even commitment security of Rs 25 lacs has already been paid by the company. Copy of the agreement dated 14.03.2015 entered into between Madhya Pradesh State Tourism Development Corporation Ltd. and Respondent company is annexed hereto and marked as **Annexure P-17.**

c. The funds of the Respondent company are being put to use by Respondent No.5 for a business which is ultra-vires the company, and against the interest of the company and only for benefits of Respondents No. 5 and 6 who otherwise being the novices could not successfully carry on the aviation business now seek to ride on the funds and goodwill of the Respondent No.1 company to venture out and take high profile risk of aviation industry in which field no other directors have any past experience or proven track record exposing respondent company into huge risk and liability.

d. It is also relevant to point out that a proposal was also received wherein Respondents No. 5 & 6 have approached Kotak Mahindra Bank for release of certain immovable properties mortgaged with the bank by the Respondent No.1 Company as collateral securities, perusal of this proposal clearly illustrates malafide intention of the respondents as the Respondents seek to release the properties which belonged to Respondent No. 1 and 2 and expose only those properties which belong to the Petitioners as collateral securities. The sole objective of Respondents is to utilise the capital base of the Respondent No.1 Company and in a systematic manner divert the funds and other tangible and intangible resources of Respondent No.1 Company. It is clearly emerging from the sequence of events that aviation sector will be a great financial burden and a huge liability on the respondent company and will eat away company's reserves if this business is allowed to be continued as it required huge capital for acquisition of aircrafts being capital intensive in nature.

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

7.44 NO STATUTORY RECORDS/MINUTES PROVIDED BY THE RESPONDENT NO.1 COMPANY

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a. As soon as the Petitioners responded to the Notice for removal of Respondent No.4 from the Board of Respondent No.1 Company and sought inspection of statutory records of the Company. The Respondent No.5 with a malafide intention writes an email dated 07.11.2015 addressing to the Petitioner No.4 seeking handover of the statutory records of the Respondent No.1 Company. This notice has been sent by Respondent No.5 with a malafide and improper motive only to cover up his misdeeds and to preamp any action to be taken by the Petitioners against the Respondents. A copy of the letter and notice both dated 07.11.2015 are attached hereto and marked as Annexure P-

b. The Petitioners have been requesting the Respondents to provide the relevant information and documents of the Respondent No.1 company. However, no heed has been paid to the verbal requests of the Petitioners by the Respondents. The Respondents have deliberately withheld the said information from the Petitioners so that their acts of oppression and mismanagement in the Respondent No.1 company do not come to light.

7.45 UNEQUAL REPRESENTATION ON THE BOARD OF DIRECTORS:

a. The shares of the Respondent Company four groups of family in therefore each group having two Directors on the Board However with the deep rooted conspiracy, Respondent No. 2 has by two inducted his two sons on the Board as additional Directors of the Company with the ulterior motive to gain majority on the Board. Respondent No. 2, also manipulated Respondent No. 3 & 4 to gain majority in the voting right and to ouster the petitioners. Thus the equilibrium in composition of Board has been titled advantageously in favour of Respondents No. 2 – 6 giving undesired majority which was never envisaged in the family business of equal representation. It is agreed among the family of

four brothers as illustrated in the Family Tree that each family group will be entitled to 25% of the business and its fruits.

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b. It is pertinent to mention that the respondents have been indulged in gross abuse of the mismanagement of the respondent no.1 company and they have been managing the affairs of the respondent no. 1 company as per their own whims and fancies, suppressing the petitioners. All important strategic decisions involving financial transactions are being taken behind the back of the petitioners.

c. That the respondents are constantly creating hindrances in the business managed by the petitioners' group. It is pertinent to mention that the Respondents are trying to interfere in to the day-to-day management of the company of the division managed by the petitioners' group.. It is apprehended that, if urgent interim orders are not passed, the respondents will take all efforts to create hindrances in the division managed by the petitioner group.

7.46 **UPLOADING OF ANTE-DATED AND ILLEGAL AND UNAUTHORIZED EFORMS AT MCA PORTAL BY MAKING FALSE STATEMENTS IN THE FORMSTHEREBY ATTRACING PROVISIONS OF SECTION 448 AND 449 OF COMPANIES ACT 2013**

a. That further after inspecting the records of respondent no.1 company from MCA portal, the petitioners have come across that the respondents are indulging in fabrication and manipulation of statutory records of the respondent no.1 company

b. Even without validly transacting business in the AGM and without passing a valid resolution in the AGM, form DIR-12 has been uploaded showing the change in the directorship of Respondent No. 5 and 6 from Additional Director to Director. It is most relevant to mention here that though Petitioner No. 4 had been appointed from Additional Director to a regular Director in the AGM held on 28.9.2013, till date hid form of change in status has not been filed because the said statutory compliance functions are discharged by

Respondent No. 2 with the help of Respondent No. 10. Copy of Form DIR 12 filed with the Registrar of companies is annexed hereto and marked as Annexure P-18. 000055

8. That various acts of oppression and mismanagement done at the instance and behest of the respondents in the affairs of the respondent no.1 company require immediate indulgence from this Hon'ble Board. It is submitted that the respondents are bent upon to destroy and eliminate the very existence of the respondent no.1 company. It is therefore in the best interest of the respondent no.1 company that a receiver is appointed to run, manage and supervise the affairs of the respondent no.1 company so that the various illegal and unlawful acts of commission and omission carried out by and/or at the instance of the respondents are stopped. Further justice, equity and fair play demands that this Hon'ble Board should immediately interfere in the affairs of the respondent company by appointing an Observer, so that other acts of oppression and mismanagement done at the instance of the respondents could come to light.

9. The said acts of oppression and mismanagement has been done only to take control of the Respondent Company through malafide means. The details and reasons of the said acts have already been given hereinabove. The same are liable to be declared as illegal, unlawful and void and are liable to be set aside as they are prejudicial to the interest of the company and petitioners for the following reasons:-

i. Petitioners group holds 48% of total shares while Respondents group holds 52% of the total shares. As per family settlement it was agreed among the family of four brothers as illustrated in the Family Tree that each family group will be entitled to almost 25% each in the business, therefore shareholding and Board position was almost evenly spread. However with the induction of Respondent No. 5 and 6 the equilibrium has been titled and decisions are being taken behind the back of the

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petitioners which are not in the best interest of respondent company but best suited to Respondent No. 2, 5 and 6 by suppressing the Petitioners.

ii. No legal and valid board meetings as well as shareholders meeting have been held for taking the decision in respect of alteration in object clause and increase in authorized share capital. The said decisions are illegal and unlawful and have been taken by the Respondents unilaterally without due consent, knowledge and concurrence of the Petitioners.

iii. No valid Board Meetings and Annual General Meetings of the Company have been held. No statutory records has been provided to the petitioners.

iv. No due process in accordance with the Companies Act has been followed and the said decisions were all illegal and executed in a fraudulent manner and the same are liable to be set aside on this ground alone.

10. It is submitted that from the aforesaid facts, it would be apparent to this Hon'ble Board that the Respondents are by their conduct oppressing the Petitioners. The Petitioners, therefore, pray that this Hon'ble Board be pleased to grant the relief prayed for by the Petitioner in the present petition.

11. That there is no alternative efficacious remedy available to the Petitioners to redress their grievances as shareholders and directors. The Petitioners are thus filing the present petition with reluctance and hesitation, but having no other alternative, in filing the present petition which arise out of lack of probity and unfair attitude of the Respondents and also due to complete loss of faith and confidence on the Respondents. There has been gross mismanagement on the part of the Respondents.

MUMBAI BENCH

12. That the petitioners made lot of efforts and held various discussions to resolve the disputes amicably keeping in view the long family relations. However, all efforts of the Petitioners to reach a fair, reasonable and acceptable settlement to run the company in fair manner have met with no positive response from the Respondents' group, and have been turned down by the Respondents repeatedly, whose intentions are malafide and capricious.

13. That the Petitioners have reasons to believe that the Respondents are not interested in the welfare and well being of the Respondent No. 1 company and are actively mismanaging companies, which is prejudicial to the interest of the company and the Petitioners.

14. That the greed and personal consideration and selfishness of the Respondents knows no limit or bounds and they are all out to harm the Petitioners and the Respondent No.1 Company and obtain personal gains for themselves.

15. That the actions of the Respondents are so burdensome, harsh and unbearable that the affairs of the respondent company will be finished completely if evil designs of the respondents are permitted to continued further and not declared as illegal. the conducts of the Respondents shows lack of probity and fairness and there is total breach of faith and confidence between the Petitioners and Respondents.

16. That from the above facts and circumstances, it is clear that the Respondents are adversely affecting the rights and interests of the Petitioners and acting in a manner which is highly oppressive of the Petitioners as shareholders and directors of the company and the Respondent No.1 Company is being mismanaged. It is humbly submitted that the actions of the Respondents are in

clear departure from fair dealing and probity in the conduct of the affairs of the Respondent No.1 Company.

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17. That the Respondents in connivance with other Respondents are indulging in unfair and inequitable activities, and in the facts and circumstances, it will be just and equitable to wind up the company and Respondents are acting in the manner, which is oppressive of the minority shareholders and there is a lack of probity and loss of confidence and faith between the Petitioners and the Respondents, and the Petitioners will be justified in seeking, winding up of the company, in the above mentioned facts and circumstances. However, as the winding up of the Respondent company may not be in the interest of the company and the Petitioners and also other shareholders, the Petitioners are praying for an equitable relief which are relief's other than winding up companies, under section 397 & 398 read with section 402, 403 & 406 of the Companies Act, 1956.

18. That the petition is within the period of limitation and is filed in the interest of justice, equity and fair play and to enforce the rights / interest of the Petitioners which are being violated / affected by the Respondents in connivance with other Respondents and that the Petitioners will suffer irreparable loss and injury if the orders as prayed herein after are not granted immediately. The subject matter is also under the jurisdiction of this Hon'ble Bench.

19. That the Petitioners state and submit that this petition has been made bonafide and in the interest of justice.

20. That the Petitioners further state and submit that unless interim order as prayed for herein, are made, the Petitioners will suffer irreparable loss and injury. The

balance of convenience is also in favour of the Petitioners, who are likely to succeed in the petition.

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21. MATTER NOT PREVIOUSLY FILED OR PENDING IN ANY OTHER COURT.

The Petitioner declares that the Petitioners have not filed any application, writ petition or suit before any other court covering the matters in respect of which the present petition has been filed.

22. RELIEF SOUGHT

In view of the facts mentioned above, the Petitioners most humbly prays that this Hon'ble Board may be pleased to:-

FINAL PRAYER

A. To pass appropriate orders under section 397 of the Companies Act, 1956 to regulate the affairs of the company and to end oppressive acts complained thereof and also to pass appropriate directions under Section 398 of the Act thereby ending conduct of affairs of company which are being conducted in manner prejudicial to the company and various stakeholders

B. Pass an order of Injunction on the respondents from interfering in the operation, control and management of Transport Division of the respondent no.1 company.

C. Pass an order of cancellation of all agreements entered into by the Respondents which require the consent and approval of Board of Directors of Respondent No.1 Company.

राष्ट्रीय कम्पनी विधि अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

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D. To declare and set aside the increase in authorized share capital of the Respondent No.1 Company from Rs. 10 crores to 20 crores as per forms filed with Registrar of Companies as illegal, unlawful, null and void.

E. To declare and set aside the alteration in objects clause of the Respondent No.1 Company as per forms filed with Registrar of Companies illegal, as unlawful, null and void.

F. To declare and set aside the alleged AGM/ EOGM Meetings dated 07.09.2015, 10.9.2015 & 18.09.2015 & Board Meetings dated 14.08.2015 25.08.2015, 10.09.201, 07.11.2015 & 10.11.2015, 18.11.2015 as shown by the respondents of the respondent no.1 company and all consequential forms filed with RoC as illegal, unlawful, null and void declare resolutions passed therein as illegal and void.

G. To set aside appointment of Respondent No.5 & 6 as Director of the Respondent No.1 Company w.e.f. 10.09.2015 to be illegal, unlawful, null and void and declare DIR-12 filed thereto with the office of ROC as illegal and void.

H. Permanent Injunction be granted restraining the respondents from altering the shareholding pattern and the composition of the Board of Directors of the Company without leave of this Hon'ble Board except as provided hereinabove.

I. Permanent injunction be granted restraining the respondents from diverting the funds and other tangible and intangible resources and assets of respondent No.1 Company to any other company owned, controlled and managed by the Respondents in any manner whatsoever.

J. The Board of Directors of the Company be superseded and a Committee be appointed comprising equal number of representatives of the Petitioner and the respondents on such terms as this Hon'ble Board may deem, fit and

proper with a direction to manage and run the affairs of the Company to end the deadlock in the company.

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K. Scheme be framed to regulate the management and affairs of the company on such terms and conditions as this Hon'ble Board may deem, fit and proper to end deadlock in the company.

L. Pass such other/further order/directions, which this Hon'ble Board may deem fit and proper in the facts and circumstances of the present case.

INTERIM RELIEF

a. Restrain the Respondents from convening the Extra Ordinary General meeting to be held on 18.12.2015 at the registered office of the Company seeking removal of Petitioner No.4 from the directorship of Respondent No.1 Company.

b. Restrain the Respondents from giving effect to the agenda items circulated in the Notice for EOGM dated 18.12.2015

c. Restrain the Respondents from holding the Board Meetings & Annual General Meetings without prior permission of the Hon'ble Company Law Board.

d. Restrain the respondents from interfering in the Transport Division run and managed by the Petitioners Group including the day-to-day operations and bank operations of the said Division

e. To restrain the Respondents from selling, encumbering, transferring or mortgaging the assets of the Respondent No.1 Company, land and other assets of the Respondent No.1 Company including advance given against the properties or creating any third party rights.

f. Restrain the Respondents from giving effect to the agenda items circulated in the Notice for Board meeting dated 07.11.2015 .

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g. Direct the respondents to grant inspection of statutory and other records of Respondent No.1 Company in the capacity as shareholders and Directors of the Company.

h. Direct the respondents that all cheques of the respondent company be signed jointly by petitioner and respondent group.

i. Direct Registrar of Companies to block all future filings and mark the company as management dispute for the benefit of general public at large.

j. Pass such other/further order/directions, which this Hon'ble Board may deem fit and proper in the facts and circumstances of the present case.

21. Particulars of Bank draft evidencing payment of fee for the petition or application made:

I. Branch of the bank on which drawn MCA ,.....

II. Name of the issuing branch .....

III. DD No.....

IV. Date .....

V. Amount Rs.....

Names of Petitioners	Signature
1) Satish Kisanlal Agarwal (Petitioner No. 1)	
2) Arun Kumar Kisanlal Agarwal (Petitioner No. 2)	
3) Anandkumar Nagarmal Agrawal (Petitioner No. 3)	
4) Ravindra Anandkumar Agrawal (Petitioner No. 4)	

for.

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

Date: 2-12-2015

Place: Mumbai

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Through

LAKSHMI GURUNG, ..., RISHI SOOD
LG CORP LAW
D-12, LGF, LAJPATNAGAR – 3
NEW DELHI -110024
Mobile: 011-9313004529,

Counsel

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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Names of Petitioners	Signature
1) Satish Kisanlal Agarwal (Petitioner No. 1)	
2) Arun Kumar Kisanlal Agarwal (Petitioner No. 2)	
3) Anandkumar Nagarmal Agrawal (Petitioner No. 3)	
4) Ravindra Anandkumar Agrawal (Petitioner No. 4)	

FOR

Date:

Place:

ATTESTED BY ME

S. R. LOKHANDE
NOTARY
CHEMBUR - (MAHARASHTRA)
2 DEC 2015

NOTED & REGISTERED
Sr. No. 3723/139
Dated 2 DEC 2015

NOTARY GOVT. OF INDIA

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

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9. DINESH SANWARMAL CHAUDHARY
PARTNER, DINESH CHAUDHARY & ASSOCIATES
BUILDING NO. 52, ROOM NO.11, SECOND FLOOR,
3RD MARINE STREET, DHOBI TALAO, MUMBAI-400002
..... RESPONDENTS

AFFIDAVIT IN SUPPORT OF THE PETITION

We, the undersigned Petitioners:

1) Mr. Satish Kisanlal Agarwal, aged 53, S/o Shri. Kisanlal Agarwal, residing at Dabriwala Bhawan, Near SBI Malegaon, Nasik-42303, Occ: Business, and;

2) Mr. Arun Kumar Kisanlal Agarwal, aged 47, S/o Shri. Kisanlal Agarwal, residing at Dabriwala Bhawan, Near SBI Malegaon. Nasik-42303, Occ: Business, and;

3) Mr. Anandkumar Nagarmal Agrawal, aged 59, S/o Shri. Nagarmal Agrawal, residing at Dabriwala Bhawan, Near SBI Malegaon, Nasik-42303, Occ: Business;

4) Mr. Ravindra Anandkumar Agrawal, aged 27, S/o Shri. Anandkumar Agrawal residing at 703, Mistry Complex, J.B. Nagar, Andheri (East), Mumbai- 110059, Occ: Business.

do hereby solemnly affirm and state as under:

1. We are the shareholders of M/s. Supreme Transport Organisation Pvt. Ltd. conversant with the facts of the accompanying Petition.

2. We say that the statements made in paragraphs 1 to 21 of the Petition are true to our knowledge and based on records.

3. The statements made in para 22 are prayers.

4. We state that whatever is stated in the enclosed Petition is true and correct to the best of our knowledge and belief and that no part of it is false and nothing material has been concealed therefrom.

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4. MR. RAVINDRA ANANDKUMAR AGRAWAL
R/O- 703, MISTRY COMPLEX, J.B. NAGAR,
ANDHERI (EAST), MUMBAI- 110059

.....PETITIONERS

VERSUS

1. M/S SUPREME TRANSPORT ORGANISATION PVT. LTD.
HAVING ITS REGISTERED OFFICE AT
5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE, M.V. ROAD
ANDHERI (EAST), MUMBAI,
MAHARASHTRA- 400059

2. MR. KAMAL N. AGARWAL
R/O- 703, MISTRY COMPLEX, J.B. NAGAR,
ANDHERI (EAST). MUMBAI- 110059

3. MR. VIMAL AGARWAL
R/O- DABRIWALA BHAWAN, NEAR SBI
MALEGAON, NASIK-42303

4. MR. GIRISH AGARWAL
R/O- DABRIWALA BHAWAN, NEAR SBI
MALEGAON, NASIK-42303

5. MR. AMMEET KAMAL AGARWAL
R/o 703, SANKALP BUILDING, MISTRI COMPLEX,
J.B. NAGAR, ANDHERI (EAST), MUMBAI- 110059

6. MR. AKASH KAMAL AGARWAL
R/o 703, SANKALP BUILDING, MISTRI COMPLEX,
J.B. NAGAR,ANDHERI (EAST),
MUMBAI- 110059

7. M/S. SANGEETA AVIATION SERVICES PVT. LTD.
HAVING ITS REGISTERED OFFICE AT
5B-34, AKSHAY MITTAL IND. ESTAT
SAKI NAKA, ANDHERI (EAST),
MUMBAI

8. M/S. MADHYA PRADESH STATE TOURISM
DEVELOPMENT CORPORATION LTD.
HAVING ITS PRINCIPAL OFFICE AT
PARYATAN BHAWAN, BHADBHADA ROAD
BHOPAL - 462003

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NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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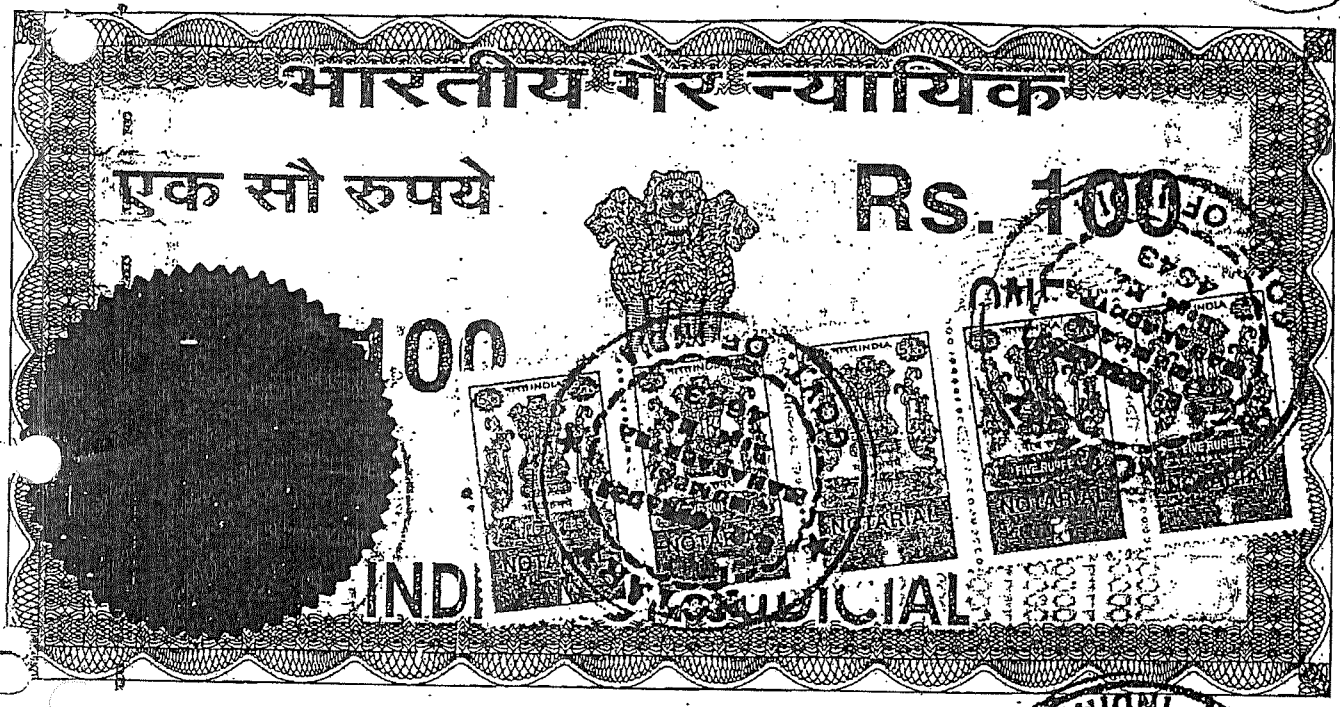

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महाराष्ट्र MAHARASHTRA

NP 156682

BEFORE THE COMPANY LAW BOARD

MUMBAI BENCH, MUMBAI

COMPANY PETITION No. ____ of 2015

IN THE MATTER OF THE COMPANIES ACT, 1956

AND

IN THE MATTER OF SECTION 397 & 398 OF THE SAID ACT

AND

IN THE MATTER OF M/S. SUPREME TRANSPORT ORGANISATION PVT. LTD.

Having registered office at 5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri (East), Mumbai-400059, Maharashtra.

1. MR. SATISH KISANLAL AGARWAL
   R/O- DABRIWALA BHAWAN, NEAR SBI
   MALEGAON, NASIK-42303

2. MR. ARUN KUMAR KISANLAL AGARWAL
   R/O- DABRIWALA BHAWAN, NEAR SBI
   MALEGAON, NASIK-42303

3. MR. ANANDKUMAR NAGARMAL AGRAWAL
   R/O- DABRIWALA BHAWAN, NEAR SBI
   MALEGAON, NASIK-42303

प्रधान मुद्रांक कार्यालय, मुंबई
प. मु. वि. क्र. ८०००१९
- 3 NOV 2015
सक्षम अधिकारी

राष्ट्रीय कंपनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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Annexure-P-1 000068

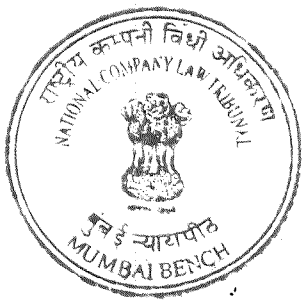
MEMORANDUM OF ASSOCIATION

AND

ARTICLES OF ASSOCIATION

OF

SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED



राष्ट्रीय कम्पनी विधी अधिकरण
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मुंबई न्यायपीठ
MUMBAI BENCH

Certified

Rav Agarwal

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भारत सरकार-कॉर्पोरेट कार्य मंत्रालय

कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

(कम्पनी अधिनियम, 1956 की धारा 17क(4))

उसी राज्य में, रजिस्ट्रीकृत कार्यालय को स्थानान्तरित करने की पुष्टि से संबंधित प्रादेशिक निदेशक के आदेश के पंजीकरण के संबंध में प्रमाण-पत्र।

कॉर्पोरेट पहचान संख्या : U60230MH2008PTC216143

मैसर्स SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

ने विशेष विनिश्चय द्वारा अपने ज्ञापन संगम के प्रावधानों में, रजिस्ट्रीकृत कार्यालय के संबंध में परिवर्तन, आर.ओ.सी – पूणे, पूणे की अधिकारिता से आर.ओ.सी – मुंबई, मुंबई की अधिकारिता में , कर लिया है और इस परिवर्तन की पुष्टि, प्रादेशिक निदेशक के एक आदेश द्वारा एस.आर.एन A90846171 दिनांक 24/03/2011 के माध्यम से और प्रारुप 18 जो इस कार्यालय में, दिनांक 26/03/2011 को जमा किया गया है, कर दी गई है ।

मैं एतदद्वारा सत्यापित करता हूँ कि उक्त आदेश की एक सत्यापित प्रतिलिपि को आज पंजीकृत कर लिया गया है ।

मेरे हस्ताक्षर द्वारा मुंबई में, यह प्रमाण-पत्र, आज दिनांक तेरह अप्रेल दो हजार ग्यारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Maharashtra, Mumbai

(SECTION 17A(4) OF THE COMPANIES ACT ,1956)

CERTIFICATE OF REGISTRATION OF THE ORDER OF REGIONAL DIRECTOR CONFIRMING TRANSFER OF THE REGISTERED OFFICE WITHIN THE SAME STATE

Corporate Identity Number: U60230MH2008PTC216143

M/s SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED having by Special Resolution altered the provisions of its Memorandum of Association with respect to the place of the registered Office by changing it from the jurisdiction of RoC-Pune, Pune to the jurisdiction of RoC-Mumbai, Mumbai and such alteration having been confirmed by an Order of the Regional Director vide SRN A90846171 dated 24/03/2011 and Form 18 filed in this office on 26/03/2011.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Mumbai this Thirteenth day of AprilTwo Thousand Eleven.

(HENRY RICHARD)

कम्पनी रजिस्ट्रार / Registrar of Companies

महाराष्ट्र, मुंबई

Maharashtra, Mumbai

राष्ट्रीय कम्पनी विधि अधिकरण NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

5/B-34, Akshay Mittal Industrial Estate, M.V. Road, Andheri (East), Mumbai - 400059,

Maharashtra, INDIA

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प्रारुप 1
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U60230PN2008PTC132133 2008 - 2009

मैं एतदद्वारा सत्यापित करता हूँ कि मैसर्स

SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के भाग 9 के अधीन आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन-पत्र आज दिनांक उनतीस मई दो हजार आठ को मेरे हस्ताक्षर से पूणे में जारी किया जाता है।

Form 1.
Certificate of Incorporation

Corporate Identity Number : U60230PN2008PTC132133 2008 - 2009
I hereby certify that SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED is this day incorporated under Part IX of the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Pune this Twenty Nineth day of May Two Thousand Eight.

(KATKAR VISHNU PANDURANG)
कम्पनी रजिस्ट्रार / Registrar of Companies
महाराष्ट्र, पूणे
Maharashtra, Pune

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध रजिस्टर्ड कार्यालय का पता :
Mailing Address as per record available in Registrar of Companies office:
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED
Survey No.140/01, Taloka - Mulsi P.O., Tathawade,,
Pune - 411033,
Maharashtra, INDIA

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THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

MEMORANDUM OF ASSOCIATION made at Mumbai this 26th day of March, 2008 by and between.

1. Mr. Kamalkumar Nagarmal Agarwal residing at 703, Sankalp Building, Mistri Complex, J.B. Nagar, Andheri (East), Mumbai-400 059, (hereinafter referred to as the party of the FIRST PART which expression unless it be repugnant to the context shall mean and include his heirs, executors and assigns).

2. Mr. Vimalkumar Jagdishkumar Agarwal residing at Dabriwala Bhawan, Near SBI, Malegaon, Nasik-423203, (hereinafter referred to as the party of the SECOND PART which expression unless it be repugnant to the context shall mean and include his heirs, executors and assigns).

3. Mr. Jagdishkumar Nagarmal Agarwal residing at Dabriwala Bhawan, Near SBI, Malegaon, Nasik-423203, (hereinafter referred to as the party of the THIRD PART which expression unless it be repugnant to the context shall mean and include his heirs, executors and assigns).

4. Mr. Anandkumar Nagarmal Agarwal residing at Dabriwala Bhawan, Near SBI, Malegaon, Nasik-423203, (hereinafter referred to as the party of the FOURTH PART which expression unless it be repugnant to the context shall mean and include his heirs, executors and assigns).

5. Mr. Satishkumar Kishanlal Agarwal residing at Dabriwala Bhawan, Near SBI, Malegaon, Nasik-423203, (hereinafter referred to as the party of the FIFTH PART which expression unless it be repugnant to the context shall mean and include his heirs, executors and assigns).

6. Mr. Arunkumar Kishanlal Agarwal residing at Dabriwala Bhawan, Near SBI, Malegaon, Nasik-423203, (hereinafter referred to as the party of the SIXTH PART which expression unless it be repugnant to the context shall mean and include his heirs, executors and assigns).

7. Mr. Girishkumar Jagdishkumar Agarwal residing at Dabriwala Bhawan, Near SBI, Malegaon, Nasik-423203, (hereinafter referred to as the party of the SEVENTH PART which expression unless it be repugnant to the context shall mean and include his heirs, executors and assigns).

WHEREAS the parties hereto are carrying on the business in partnership under the name and style of "SUPREME TRANSPORT ORGANISATION" (hereinafter referred as " The Firm ") on the terms and conditions contained in the Partnership Deed dated 01-04-1983 and dated 01-04-1986 and dated 31-03-2003 and dated 01-04-2003 and dated 30-09-2006.

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AND WHEREAS the said Firm owns assets and liabilities relating to the business as fleet owners and transport contractors from its Registered Office at Wavikar Lane, Malegaon, Nasik, Maharashtra-423203 with permanent capital of Rs. 2,00,00,000/- (Rupees Two Crore Only) contributed by the parties in the proportion indicated herein and the said Partnership having been duly registered under the provisions of the Indian Partnership Act,1932 with the Registrar of Firms, Maharashtra at Mumbai.

AND WHEREAS all the parties hereto and on the basis for dividing profits or accounts of the Partnership Firm which shall be finalized within period of six months from the date of the registration of the Company have mutually adjusted their rights and accounts in the said partnership so as to form a joint stock company having an Authorised, Subscribed and Paid-Up Equity Share Capital of Rs. 2,00,00,000/- (Rupees Two Crore Only) divided into 20,00,000 (Twenty Lac) Equity Share of Rs. 10/- (Rupees Ten) each.

AND WHEREAS the Parties hereto have mutually settled their shareholding of the subscribed capital amongst themselves as the member of the said Joint Stock Company in the following manner:

Sr. No.	Name of the Partner	Permanent Capital (Rs.)	No. of Shares
1	Mr. Kamalkumar Nagarmal Agarwal	6000000/-	600000
2	Mr. Vimalkumar Jagdiskumar Agarwal	2400000/-	240000
3	Mr. Jagdiskumar Nagarmal Agarwal	2400000/-	240000
4	Mr. Anandkumar Nagarmal Agarwal	2400000/-	240000
5	Mr. Satishkumar Kishanlal Agarwal	2400000/-	240000
6	Mr. Arunkumar Kishanlal Agarwal	2400000/-	240000
7	Mr. Girishkumar Jagdishkumar Agarwal	2000000/-	200000

AND WHEREAS the said Joint Stock Company has been registered on the principles of having for its members the holder of the aforesaid shares and accordingly the members of the joint stock company are only the persons mentioned hereinabove and the shareholders hereto have for the better and efficient management and improvement of the said business agreed that the said joint stock company be governed by the following objects and rules and regulations and shall continue to carry on and carry inter alia the business hitherto fore carried on in the said partnership firm in the name and style of M/S SUPREME TRANSPORT ORGANISATION and for the purpose shall be entitled to the said firm and its business as a going concern together with all its assets and liabilities including inter alia all licences, permits, authorizations, registrations, pending contracts and all other rights, benefits and advantages as also outgoings, whether provided for and / or contingent and whether tangible or intangible and whatsoever and howsoever.

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AND WHEREAS the parties hereto have expressed their desire vide an unanimous resolution passed amongst themselves dated 16th December, 2006 to register the partnership firm as a Private Limited Company within the meaning of Section 566 of the Companies Act, 1956 as a Company limited by shares under the provisions of Part IX of the Companies Act, 1956.

NOW THIS MEMORANDUM WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO THAT THEIR RIGHTS AND OBLIGATIONS BE GOVERNED BY THE REGULATIONS THAT IS TO SAY.

In the present unless there be something in the subject or context inconsistent therewith, the expression "Company" means the Joint Stock Company and the partnership herein referred to and after registration of the Company, the Company so incorporated. .

I. The name of the Company is SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED.

II. The Registered Office of the Company will be situated in the State of Maharashtra i.e. within the jurisdiction of the Registrar of Companies, Maharashtra at Mumbai.

III. The Main Object for which the company is established are:

A. THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1) To continue to carry on the running business of M/s Supreme Transport Organisation vested in the Company upon its conversion under Part IX of the Companies Act, 1956 with all its assets having passed to and vested in the Company and liabilities including inter alia all licences, permits, authorizations, registrations, pending contracts and all other rights benefits and advantages as also outgoings, whether provided for and / or contingent and whether tangible or intangible and whatsoever and howsoever as a going concern.

2) To carry on and operate the business of motor transport of all kinds including leasing and hiring for any number of journeys, lorries, trucks, cars, plying trucks and motor lorries for the carriage of all types of goods, to construct equip, maintain and work motor trucks and lorries and other vehicles appropriate for carriage of goods, business of omnibus proprietors and carriers of passengers, construct garages and store houses and other buildings for the housing or repairs of trucks, lorries and omnibus and for the storage of fuel and other oils required for the working of said vehicles, the warehousing of goods carried and the accommodation of the persons intending to be the passengers, carrying business of carriage of goods on commission basis, business of general carriers and forwarding agents , warehousemen, bonded warehousemen and carriers.

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B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:

3) In connection with the business of the Company to undertake and carry on all or any trades and business of warehousing, refrigerated storage of chemicals, packers, to packers and to pack into drums all such products and generally to carry on the said business either as principals or agents or otherwise.

4) To do the business of commission agents, indenting agents, selling agents, buying agents or brokers for any person or organization for any territory in India or outside India and generally to work as manufacturers representatives.

5) To enter into negotiation, collaboration, technical or otherwise with any person, firm company, body corporate, institutions or Government for obtaining by grant, license or on other terms and to obtain technical information, know-how and expert advice.

6) To acquire from time to time and deal or trade in all such stock-in-trade, chattels, patents, trademark, brevets, invention, licenses, concession and effect as may be necessary or convenient for business for the time being, carried on by the Company.

7) To undertake contracts for system study, system analysis, system design and software development, maintenance for various companies business hours institutions and Government agencies both abroad and locally in both multimedia and database.

8) To borrow money from banks, institution and other agencies for the object of the company at such terms as may be decided by the board of directors from time to time.

9) To open account or accounts either current or overdraft with any banker, bank and to draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, hundies, bills of exchange, bill of landing warrants, debentures, and other negotiable instruments in the course of the Company's business.

10) To apply for purchase or otherwise acquire any patents, licences, concessions and the like, conferring any exclusive or not exclusive or limited right to use, exercise, develop or grant or licences in or any secret or other information as to any invention for the purpose of the Company, and to use, exercise, develop or grant or licences in respect of or otherwise turn to account the property, rights or information so acquired.

11) To appoint agents to promote the business of the Company.

12) To open branch offices throughout India and abroad.

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13) To pay for any property acquired by the Company and remunerate any persons, firm or body corporate rendering services to the company either by cash payment or by allotment to him or them of share or securities of the company paid in full or in part or otherwise.

14) To let on lease or on hire-purchase system or to lend or otherwise dispose of any property belonging to the company.

15) To sell, mortgage, let on lease, royalty or tribute, grant, licences, easements, options and other rights over and in any other manner deal with or dispose of the undertaking, property, assets, rights and effect of the Company or and party thereof for such amount as may be thought fit and in particular for stock, shares, whether fully or partly paid up securities of any other company having objects in whole or in part similar to those of Company.

16) To acquire and undertake the business, property and liabilities of any person or company carrying on or proposing to carry on any business which this company is authorised to carry on.

17) Subject to the provisions of the Companies Act, 1956, to amalgamate or to enter into partnership or into any agreement for share profits, union of interest, co-operation, joint venture of reciprocal concession or for limiting competition with any person or persons or company or companies carry on or engage in any business transaction on or engaging in which this Company is authorised to carry or engage in or which can be carried on in conjunction therewith.

18) To engage in business or transaction in connection with any other person, corporation, company or to hold shares, stocks, or bonds in any such company or corporation, the business which this company is authorised to carry on.

19) To procure the recognition of the company in or under the laws of any place outside India.

20) To undertake and execute any trust, the undertaking of which may seem to the company desirable and either gratuitously or otherwise and vest any real or personal property, rights or interest acquired by or belonging to the company in any person or company or companies on behalf of or for the benefit of the company and with or without any declared trust in favour of the company for the purpose of the business of the company.

21) Subject to provisions of the Companies Act, 1956, to accept gifts and to give gifts and donations, to create trusts for the welfare of employees, member, director and / or their dependents, heirs and children and for any deserving object and for other persons also and to act as trustees.

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22) To subscribe or guarantee money for national, charitable, religious, educational, benevolent or other institutions, societies, clubs, funds, association, public general or useful objects or for an exhibition but not intended to serve any political causes or purpose.

23) To communicate with the chambers of commerce and other mercantile and public bodies throughout the world and promote measures for protection of trade, industry and persons engaged therein.

24) To subscribe for, become a member of association and cooperate with any other association, whether incorporated, or not, whose objects are altogether or in part similar to those of the company, and to procure from and communicate to any such association, such information as may be likely to further the objects of the Company.

25) To pay for any property, right or privileges acquired by the company or for services rendered or to be rendered in connection with the promotion, formation of the business of the company or for services rendered or to be rendered by any person, firm or body corporate in placing or assisting to place or guaranteeing the placing of, any of the shares of the company or any debentures, or other securities of company or otherwise wholly or partly in cash or in shares, bonds, debentures, or other securities of the company and to issue such shares either as fully paid up or with amount credited as paid up there in as may be agreed upon to charge any such bonds, debentures or other securities upon all or any part of the property of the company.

26) To appoint agents, commission agents, and to engage lawyers and solicitors and to grant term or any of them necessary power of attorney.

27) To pay out of the funds of the company, all costs, charges and expenses preliminary and incidental to the promotion, formation establishment and registration of the company.

28) To adopt such means of making known services, business, interest of the company as it may deem expedient and in particular by advertising in the press, radio, television and cinema, by circulars, by purchases, construction and exhibitions of work or at general interest by publication of books and periodicals, and by granting prizes, rewards and donations subjects to Section 293-A of Companies Act, 1956.

29) In the event of winding up, to distribute all or any of the company's assets to the members in specie or kinds or any proceeds or sales or disposal of any property of the company, subject to the provisions of the Companies Act, 1956.

30) To undertake, carryout, promote and sponsor development including any programme for the social and economic welfare or the uplift of the public in any rural area and to incur any expenditure on any programme of rural development and to assist execution and promotion thereof

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either directly or through an independent agency or in any other manner without prejudice to the generality of the promoting of rural development shall also including any programme for promoting the social and economic welfare of or the uplift of the public in any rural areas which the Directors considers it likely to promote assist rural development and that word rural area shall include such area as may be regarded as rural areas under provisions of the Income Tax Act, 1961 or any other law relating to rural development for the time being in force or as may be regarded by the Director as rural areas.

31) To achieve greater growth of the national economy through increased productivity, effective utilization materials and manpower resources, export promotion and continued application of modern techniques so as to discharge its social and moral responsibilities to the share-holders, employees, customers, local community and the society, and which the Directors consider likely to promote national welfare or social, economic or moral uplift of the public or any section of the public and in such manner and by such means as the Directors may to undertake, carry out, promote and sponsor or assist any activity think fit and the Directors may without prejudice to the generality of the foregoing undertake, carry out, promote and sponsor any activity for publication of any books, literature, newspaper or for organising lectures or seminars likely to advance these objects or for giving merit awards, or giving scholarships or other person or researches and for establishing, conducting or assisting any institution, fund, trust having any one of the aforesaid objects as one of its objects by giving donations or otherwise in any other manner and two Directors may at their discretion in order to implement any of the above mention objects or purpose transfer without consideration or at such value as the Directors may think fit and divert the ownership of any property of the company to or in favour of public or local body or authority or Central or State Government or any public institutions or trust or funds or organisations or persons as the Directors may approve.

32) To act as principals, agents, contractors, trustees, or otherwise by or through trustees, attorneys, agents or otherwise and either alone or in conjunction with others and to establish officers, agencies or branches for carrying on any of the aforesaid objects in India or abroad.

C. OTHER OBJECTS:

33) To manufacture all kinds of electrical conductors and insulated wires for power generator, transmission and distributions, to manufacture, deal, trade, export and import machine and plants, equipments and accessories for manufacture of electrical conductors and transformers, insulted wires and electrical equipment and to do all kinds of business, all varieties of electrical conductors, cables, insulated wires and other equipment conductors, in India or abroad the business of mechanical engineers, iron masters and manufacturers, processors, fabricators, drawers, rollers and

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reroller of steel and not-ferrous metals, shaftings, bars, flats, squares from scrap billets and ingots.

34) To manufacture, produce, buy, sell, import, export, stock, deal in machine tools, grinding machines, automatic lathes drilling machines, planning machines, plaogrinders, machineries of every description, precision tools, cutting and small tools, electric motors, electrical equipments, cables, wires, swithchgears, flame and drip proof motors, electric fans, regulators, of all types, electrical, kilowatt hour meters magnets, industrial jewels, meters, voltmeters, and other types of measuring instruments, electrical, non-electrical, die castings, circuit breakers hoists, elevators, gears, trolleys, and coaches, winches, aircompressors, welders, refrigerators, domestic washing machines, televisions and radio receivers and transmitters, microwave components, radar equipments, valves, resistors, electronic instruments, conductors, materials transistors and allied items, swing machines, watches and clocks, taperecorders, household appliances and component parts thereof.

35) To carry on the business of real estate and act as builders and developers.

36) To grow, cultivate, produce, buy, sell, manufacture, treat, blend, render, marketable and transport whether in bulk or in pocketed or concentrated forms tea, coffee, coco or any other beverages, all varieties of food and products, plantation crops, orchard crops, cereals, vegetables, spices, essential oils, aromatic substances, rubber, forestry products and other produce of soil whether of spontaneous growth or not.

37) To produce, manufacture, refine, prepare, process, import, export, purchase sell and generally deal in cement, portland, white / coloured cement, alumina, cement pipes, fittings, sheets, asbestos cement pipes and their fittings, asbestos cement sheets, any other types of reinforces pipes fittings, sheets, boards, tanks, reinforced structural parts, blocks, tanks, bricks, stones, granite slabs, stone, slabs of all type cement titles, ceramic tiles, tiles of any other variety made out of any natural or synthetic material or wood or metal or any material and all other types of building materials used in construction.

38) To manufacture, process, import, export and deal in natural and synthetic resins, plastics, rubber colluding powders, adhesives, paints, chemicals, nylon, polythene, poly protena, poly rethene, laminating materials, colours, varnishes, enamels and sprit in all its branches.

39) To manufacture, produce, refine, prepare, purchase, store, sell and to trade and deal petroleum all kinds of mineral oils and all products and bye-products thereof, including wax, paraffin, soap, paint, lubricants, illuminant and butter substitute, oil cloth, candles, glycerin, starring and in connection therewith to acquire, construct, repair, operate and use oil and other refineries, mills, factories, oil well, derrick, distilleries, ghanies, rotaries, expellers, mechanical or hydraulic press.

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40) To deal in purchase, sell, import, export or supply and to act as export house, principals, dealers, agent, sub-agents, manufactures, representatives, for leather and leather goods, gloves, wallets, bags, zippers, oil components, fibers, fibrous goods, garments, metalware, electronic items, spare parts, appliances, machinery equipments, jewellary, handicrafts, ivory, antiques.

41) To manufacture, produce, buy, sell, import, export and deal in boots, shoes, sandals, chappels, footwear, all kinds of travelling requisites, wallets, bags, made of leather, rubber, canvas, plastic or other synthetic or natural products, water proof cloth, or compound, hides, skins, rexine, synthetic cloth and component parts, accessories and fitting, and in any of the above products.

42) To manufacture, grow, distill, process, dehydrate, freeze, dry and tin packing bottle packaging of any description of any fruit, vegetable any natural or processed food products, including flour, maida, suji, baking materials, beer, wines, molasses, vanaspati ghee, vegetable oils, consumer food products, sweets and all other estables and by-products and to carry on the business of manufacturers and dealers in and operators of vessels, siphons, gas filters, bottlers, apparatus, appliances and receptacles of all kinds, for manufacturing, improving, treating, preserving, aerating mineralising, bottling and discharging any liquid whatsoever.

43) To carry on the business as manufacturers of, dealers in hirers, repairers, cleaners, runners, characters, stores and warehouses of earth moving and agricultural machines, equipments, motor cycles, cars, motors, scooters, cycles, tractors, trucks, three wheelers, bicycles, ships and carriage lifts forklifts and handling equipment, launches, boats, vans, aeroplanes, helicopters, hydroplanes, hovercrafts and other conveyance of all descriptions.

44) To cultivate, plant, bring, buy, sell, spare, convert, process, treat or manipulate in any manner of all kinds of tobacco, jute, hamp, tea, lac, coffee, teak-wood rubber, vanaspati oil, sugar cane, sugar beets, dal oilseeds, vegetable products, foodgrains, plants and all other products of the soil.

45) To search, win, get, quarry, reduct, smelt, calcine, refine, dress, amalgamate, manipulate and prepare for market ferrous and non-ferrous metal, ore, quartz, metal and mineral substance of all kinds including oil and to carry on any other prospecting, mining and metallurgical operations and to work mines or quarries and to search frame, getwork, process, clacing, raise couch, smelt, manufacture, make merchantable, sell or otherwise deal in iron, coal, coal-tar, stone, cement, lime, lime stone, chalk, clay, bauxite, soapstone, ores, metals, mineral oils, precious and other stones, deposits, products and all other kinds of bye-products thereof and carry on the business of mining of all its branches.

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46) To manufacture, cultivate, mix, grow, process, refine, hydrogenerate, extract, treat, mill, grind, crush, husk, dehusk, store, can fill, pack purchase, sell, import, act as agents and otherwise deal in wheat flour, ata, sooji, bran, bakery products, biscuits, baking materials, baby food, barley, gram, maize, corn, starch, glucose, paddy, rice, pulses, cereals, poultry foods, animal feeds and its ingredients, oilseeds, oil oilcakes, vanaspati, detergent soaps, lubricants, glycerine and all other like commodities and bye-products thereof.

47) To carry on the business of hotel restaurant, cafe beer house, restaurant room, boarding, and lodging house keepers, manufacturers of aerated mineral and artificial waters and other drinks, caterers for public amusements.

48) To carry on business of manufacturing, producing processing, treating, making taking on hire or otherwise acquiring, blending, formulating, packaging selling, retiring, importing, exporting, buying, fabricating, assembling, servicing, repairing, maintaining of all types and grades, kinds, sizes and descriptions of photographic films, papers, chemicals, reagents, substances, equipments, instruments, accessories, machineries, raw materials and things, tools, apparatus, products, suppliers for audio-visual communication films and products, image and documents, production and copying and information for gathering recording, handling, storing, retrieval products to carry on business by making or providing applications for such equipments, apparatus, accessories, products, machineries, supplies, and by providing service and processes relating to photography, audio-visual communication, linage and document production and copying and information, gathering recording, handling, storing and retrieval.

49) To manufacture, prepare import, export, buy, sell and otherwise deal in all kinds of glass, glassware, mirrors, looking glass, scientific glass sheet and plate glass, bangles, flas, bottles and all kinds of articles prepared of glass patent silvers, glass embosser, ecclesiastical lead worker, glass tables, show card and show case manufacturers.

50) To carry on the business as refrigerating engineers, cold storage depots and to engage in cold storage trade and to do the business of sanitary engineers and dealers of all varieties of sanitary-ware and exploiting solar or other energy in commercial use.

51) To carry on business as manufacturers, products, dealers, traders, importers, exporters, distributors, or agents of GLS lamps, electric bulbs, lamps or tubes required or used for lighting or for industrial, domestic electronic, transport vehicles of commercial purpose and glass shells, fittings, tubes, filaments, tungsten & molybenum wires, caps and other materials, machineries of bulbs, lamps or tubes.

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52) To acquire or set up and run hospitals, clinics, nursing homes, maternity and family planning units or pathological laboratories.

53) To carry on the business of manufacturers, importers, exporters, dealers, converters, agents, distributors in all kinds of classes of paper, board, corrugated board, corrugating medium and pulp including writing paper, printing, absorbent paper, newsprint paper, wrapping paper, tissue paper, cover paper, blotting paper, filter paper, antique paper, coated paper, art paper, bank and bond paper, badami prawn or butter paper, bible paper, catridge paper, cloth lines paper, azurelaid and wove paper, cream laid paper and wove paper, grease proof paper, gummed paper, handmade paper, drawing paper, Kraft paper, post cards, visiting cards, soda pulp sulphate pulp, semi chemicals pulp land all such item or class of items related with paper and allied products.

54) To carry on business as exporters, importers, manufacture, producers, processors, printers, combers, spinners, weavers, dyers, finishers, dealers, merchants, agents in the various kinds and forms of yarn and fabrics of silk, cotton, wool, flax, jute, hemp, mohair, linen, nylon, terelyne and natural synthetics and other allied textiles of any description and kind and to carry on the business as drapers and dealers of furnishing fabrics, and also in connected materials like starch, sizing materials and dye stuff.

55) To produce, manufacture, refine, prepare, import, export, purchase, sell, treat and generally to deal in all kind of ceramics, sanitaryware, ceramic ware, porous or coarse earthwase stoneware, china, terra-cotta, porcelain products, fire bricks, fire clay, insulation bricks, tiles, pottery, pipes, insulators, refractories of all description and or bye-products thereof and building materials in general, and in connection therewith, either solely or in partnership with others, to take on lease or acquire, erect, construct, establish, operate and maintain ceramics, pottery industries, factories, quarries, mines, collieries, workshops and other works.

56) To carry on the business of buyers, sellers, suppliers, traders, merchants, importers, exporters, indenters, brokers, agents, assemblers, packers, stockists, distributors, and dealers of and in all kind of agricultural produces, food articles, forest's products, beverages, edible and not-edible oils and fats, soap silicates, perfume, chemicals and detergents of all kinds, commercial, natural and manmade fibers, textiles of all kinds, all types of yarn, jute and jute products.

57) To design, erect, fabricate, process, hire out, buy, sell, prepare, process, manufacture, assemble, fabricate, cast fit press, machine, treat, weld, harden, temper, mold electrical and industrial appliances, fans, motors, equipment, plants machineries, moulds, accessories, components, spare parts, tools and implements.

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58) To manufacture, produce, export, import, buy, sell and deal in vanaspati oil, foodgrains seeds and their articles, produce and merchandise of all kinds and description either ready or for forward delivery.

59) To carry on business as general, commercial, color, craft and process printer, printers, lithographers, engravers, diemakers, publishers of newspapers, books, magazines, art and musical productions, plan and chart printers, press and advertising agents, contractors, ink, dye, colour and chemicals manufacturers of metal and dealers of containers and components and machinery manufacturers and dealers in printing machinery, and all printers, suppliers, binders and stationers in all kinds of supplies and equipments for mercantile and other uses.

60) To act as consultants and to provide management financial, technical, engineering, industrial, administrative, advisory, commercial, accountancy, quality control, legal, taxation, electronic data processing, computer and other consultancy services. To undertake and execute design engineering and technical work for projects, to prepare and implement project and feasibility report and to take up contracts and jobs on turnkey basis or otherwise. To act as brokers, negotiations, with bank, financial institution and others for arranging loans and underwriting of shares and debenture and to undertake and carry out promotion and formation of companies, firms, associations, trust and run and manage them for others and on own account and to assist in selection in recruitment and hiring of personnel.

61) To manufacture, import assemble develop, invest and otherwise deal in Audio / Video systems, electronic typewriters, computers, software, floppy diskettes, printers, ribbon papers, magnetic tapes cassettes and other allied materials, computer publication systems, computer peripherals, accessories and their components.

62) To arrange for importing education and / or training to the trainees in workshops, factories, mills or other organisations in any part of India in such lines and / or branch or branches and / or industry or industries and / or where trainees may have full scope for the purpose of extending their technical and managerial skill and gaining practical knowledge in particular in branches or industries on such terms and conditions as the Association may deem fit and proper and to lend or make available the services of such technicians and experts who will be trained by the Association and / or others to such factories, establishment, mill workshop, who are or will be in need of services in discretion of the Association may think fit and proper.

63) To carry on business as tourist agents and contractors and to facilitate travelling and to provide for tourists and travellers or promote the provisions of conveniences of all kinds in the way through tickets, circular tickets, slipping cars, or berths, reserved places, hotel and boarding and / or lodging accommodation and guides, safe deposits, inquiry bureau, libraries, resting room, baggage transport and otherwise

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and to charter steamships and aeroplanes for fixed periods or for particular voyages and flights and to organise religious, educational sightseeing and business tours and for the purpose of charterships, trains aeroplanes, minibuses motor buses, motor lorries, motor cars, wagons cars and carriages of every description, to book and reserve accommodation room in hotels, restaurants, and boarding and or lodging houses and to take or hire houses.

64) To carry on in India or abroad the business to manufacture, produce, process, treat, alter, convert, shape, improve, manipulate, press, hammer, cut, slit, trim, design, edge, grind, mill, machine, and to act as agent, broker, importer, exporter, buyer, seller, trader, foundry man, consultant, engineer, metallurgist, stockiest, distributor, jobworker, vendor, or specifications, capacities and varieties of forging items of iron, steels and their alloys used in automobiles, railways, waterworks, defence, power plants, oilwells, mines, agriculture, public utilities, constructions, transmissions and for other commercial, domestic and industrial purposes and to do all such incidental acts and things for the accomplishment of above objects.

65) To establish, encourage, own, promote, subsidize provide, maintain, organize, undertake, manage, build, construct, equip, modernize, develop, operate, conduct and to run in any part of India or else-where mobile libraries, reading rooms, book banks and other similar places for reading books, magazines, video cassettes, audio cassettes, micro films, photographs, encyclopedias, news, cuttings and other publications on members, organisations, institutions, or to public at large and to do all such other acts and things which are necessary for these objects.

66) To carry on the business of money changers, foreign exchange dealers and other business as permitted by Reserve Bank of India and other authorities under Foreign Exchange Regulation Act, 1973 or any other such regulation as may be variant on or regulating foreign exchange.

67) To carry on the business of the Merchant Banking and / subject to approval of Securities and Exchange Board of India (Merchant Banking) Rules and Regulation 1992 and such other approvals as may be required from other law in this regard, but not carry on all or any part of Banking Business as contemplated by the Reserve Bank of India Act / Banking Regulation Act, 1949.

68) To acquire membership of any stock exchange and to act as underwriters, investors, brokers, holders of and dealers in share, stocks, debenture, debenture-stocks, bonds, obligations and securities guaranteed by any government, public body or authority, whether in India or elsewhere and to deal with and in turn account to the same, provided always that the company shall not carry on the business of Banking as defined under Banking Regulation Act, 1949.

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69) To carry on the business as shareborkers, issue brokers, registrars, underwriters and transfer agent and stock exchange research consultants, and to carry on the business of consultancy services in respect of investment, financing, leasing, hire purchase of immovable and movable property and goods and to offer guidance to investing public on various type of securities.

70) To carry on the business of manufacturers, processors, imports, exports and dealers in Aluminum and doors, windows, revers, automatic door closers and other products of Aluminum.

71) To carry on business of commercial business centre, to provide cabins, tables space, services of messenger, typing, fax, offset, telephone and all other services required to carry on business, to buy properties and to develop in business centre.

72) To engage in coastal and international shipping in India or any part of the world. To purchase, charter, hire, build or otherwise acquire, steam and other ships or vessels and to employ the same in conveyance of passengers, mails and merchandise of all kinds and to carry on the business of ship-owners, barge-owners, in all its branches.

73) To carry on business of Investment Company and to invest in and deal with moneys of the company and acquire, sell transfer, subscribe, hold, dispose of and otherwise deal in share, stocks, and debenture stocks, bonds, land, building, properties, obligations and securities issued or guaranteed by any company constituted or carrying on business in India or elsewhere and debenture, debenture stocks, bonds, obligation and securities issued or guaranteed by any Government, State, domination, sovereign – ruler, commissioner, public body or authority, municipal, local or otherwise, whether in India or elsewhere or deposits with banks or in any other Investment or commodities or in any of the manner as may from time to time be determined.

74) To carry on and under undertake the business on hire purchase, leasing and to finance lease operations of all kinds and to assist in financing all and every kind and description of hire purchase or deferred payment or similar transactions and to subsidies, finance or assist in subsidising or financing the sale and every kind and articles or commodities of all and every kind and description upon any terms whatsoever to deal with and in turn account to the same, provided always that the Company shall not carry on the business of Banking as defined under Banking Regulation Act, 1949.

75) To carry on in India or elsewhere the business of financing, money, lending bill discounting, factoring, corporate lending and to advance money with or without securities, to provide finance to industrial enterprises on short term, medium term and long term basis, to provide finance on the securities of share, stocks, bonds, debentures or other similar instruments provide clean loan, to provide loans against FDR

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held with the Company; to participate in consortium finance with other institution or body corporates but the Company shall not do Banking business as defined in Banking Regulation Act, 1949; to provide guarantees and counter guaranties, to provide bridge loans, to provide forex advisory services and loan syndication services; and to act as consultant, advisor, manager, representative, retainer, or in other capacity for the purpose of accomplishment of these object.

76) To carry on the business of hotel restaurant, café, beer house, restaurant room, boarding, holiday resorts, picnic centers, lodging house keepers manufactures of aerated mineral and artificial waters and other drinks, caterers for public amusement.

77) To open branches for imparting education in various Computer Software Applications and Hardware maintenance and to engage as Internet Service Providers."

IV. The Liability of the Members is limited.

V. (a) The Authorised Share Capital of the Company is Rs. 2,00,00,000/- (Rupees Two Crore Only) divided into 20,00,000 (Twenty Lakh) Equity Shares of Rs. 10/- (Rs. Ten Only) each.

(b) The Minimum Paid Up Share Capital of the Company shall be Rs. 1,00,000/- (Rupees One Lac Only).

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We, the several persons, whose names and addresses are hereunder subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company opposite to our respective names.

SR. NO.	NAME, ADDRESSES, DESCRIPTIONS AND OCCUPATION OF SUBSCRIBERS	NUMBER OF EQUITY SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS	NAME, ADDRESSES, DESCRIPTIONS AND OCCUPATIONS OF WITNESSE
1	Kamal Kumar Agarwal S/o Nagarmal Agarwal Address: 703, Sankalp, Mistry Complex, J.B. Nagar, Andheri (East), Mumbai-4000059 Occ: Business	600000 (Six Lakh)	Sd/-	Witness to Subscriber No. 1 to 3 Nikhil Jain S/o Ambalal Jain 3/22, Nima Bhavan, New Chinch Bunder Road, Mumbai-9 Occ: Tax Consultant
2	Vimal Kumar Agarwal S/o Jagdish Kumar Agarwal Address: Dabriwala Bhawan, Near SBI, Malegaon, Nasik, Maharashtra-423203 Occ: Business	240000 (Two Lakh Fourty Thousand)	Sd/-	
3	Jagdish Kumar Agarwal S/o Nagarmal Agarwal Address: Dabriwala Bhawan, Near SBI, Malegaon, Nasik, Maharashtra-423203 Occ: Business	240000 (Two Lakh Fourty Thousand)	Sd/-	

Place : Mumbai
Date : 26-03-2008

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SR. NO.	NAME, ADDRESSES, DESCRIPTIONS AND OCCUPATION OF SUBSCRIBERS	NUMBER OF EQUITY SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS	NAME, ADDRESSES, DESCRIPTIONS AND OCCUPATIONS OF WITNESSE
4	Anand Kumar Agarwal S/o Nagarmal Agarwal Address: Dabriwala Bhawan, Near SBI, Malegaon, Nasik, Maharashtra-423203 Occ: Business	240000 (Two Lakh Fourty Thousand)	Sd/-	Witness to Subscriber No. 4 to 6 Nikhil Jain S/o Ambalal Jain 3/22, Nima Bhavan, New Chinch Bunder Road, Mumbai-9 Occ: Tax Consultant
5	Satish Kumar Agarwal S/o Kishanlal Agarwal Address: Dabriwala Bhawan, Near SBI, Malegaon, Nasik, Maharashtra-423203 Occ: Business	240000 (Two Lakh Fourty Thousand)	Sd/-	
6	Girish Kumar Agarwal S/o Jagdish Kumar Agarwal Address: Dabriwala Bhawan, Near SBI, Malegaon, Nasik, Maharashtra-423203 Occ: Business	200000 (Two Lakh Only)	Sd/-	

Place: Mumbai
Date: 26-03-2008

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SR. NO.	NAME, ADDRESSES, DESCRIPTIONS AND OCCUPATION OF SUBSCRIBERS	NUMBER OF EQUITY SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS	NAME, ADDRESSES, DESCRIPTIONS AND OCCUPATIONS OF WITNESSE
7	Arun Kumar Agarwal S/o Kishanlal Agarwal Address: Dabriwala Bhawan, Near SBI, Malegaon, Nasik, Maharashtra-423203 Occ: Business	240000 (Two Lakh Fourty Thousand)	Sd/-	Witness to Subscriber No. 7 Nikhil Jain S/o Ambalal Jain 3/22, Nima Bhavan, New Chinch Bunder Road, Mumbai-9 Occ: Tax Consultant
	TOTAL	2000000 (TWENTY LAC ONLY)		

Place: Mumbai
Date: 26-03-2008

For SUPREME TRANSPORT ORGANISATION PVT. LTD.

Director

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THE COMPANIES ACT, 1956

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

I. PRELIMINARY

1. The regulations contained in Table A in Schedule I of the Companies Act, 1956, shall not apply so far as hereinafter expressed.

2. In these Articles :

Unless the context otherwise requires :

i) "The Company" or "this Company" means SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED.

ii) The words or expressions contained in these Articles shall bear the same meaning as in the Act.

iii) "The Act" means the Companies Act, 1956, or any statutory modification thereof and "Section" shall mean a Section of the said Act.

iv) "The Seal" means the Common Seal of the Company.

v) "Office" means the Registered Office of the Company, as may be decided by the Directors from time to time.

vi) Words importing singular shall include plural and vice versa, Words importing the masculine gender shall include females and Words importing persons shall include body corporate.

vii) "Month" and "Year" mean a calendar month and a calendar year respectively.

viii) Expression referring to "Writing" shall be construed as including references to printing, lithography, photograph and other modes of representing or reproducing words in visible form.

ix) "The Register" means the register of members to be kept pursuant to the Act.

x) Articles means the Articles of Association of the Company as amended from time to time.

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(83)

xi) The Company will be governed by the provisions of the Companies Act, 1956, in respect of the matters upon which, the Articles and Schedule I of the Companies Act, 1956 are silent.

3. The Company is Private Company with the meaning of Section (1)(iii) of the Companies Act, 1956 and accordingly;

(a) The right to transfer the shares shall be restricted in manner and to the extent hereinafter stated.

(b) The number of members of the company shall be limited to fifty not including the persons who are in the employment of the company and the persons who having been formerly in the employment of the Company were members of the Company while in the employment and have continued to be the members of the Company after such employment ceased.

Provided that where tow or more persons hold one or more shares in the company jointly they shall for the purposes of the Articles be treated as a single member.

(c) No invitation shall be issued to the public to subscribe for any shares in or debentures of the Company.

(d) The Company shall not accept or invite any deposit the people other than Directors, members or their relatives.

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II. CAPITAL

4. The Authorised Share Capital of the Company shall be such amount as may be authorised from time to time. Further the minimum paid up share capital of the Company shall be Rs. 1,00,000/-

The Board of Directors shall have right to charge such premium upon initial subscription of shares as may be decided by them at their Meeting.

(102)

5. The Company shall have the power to increase or reduce the capital, for the time being, of the Company and to divide the shares in the capital into several classes with rights privileges or conditions as may be determined. The Company may issue preference shares which shall, or at the option of the Company shall, be liable to be redeemed.

III. SHARES

6. The shares shall be under the control of the Board who, subject to provisions of the Act, may classify, allot or otherwise dispose off the same to such persons, on such terms and conditions and either at a premium or at par or at a discount and at such time or times as the Board thinks fit and with full power to call for the allotment of any share either at par or at a premium or at a discount and at such time and at such consideration as the Directors may think fit, provided that no option or right to call of shares shall be given to any person except with the sanction of the Company in general meeting.

IV. PAYMENT OF COMMISSION AND BROKERAGE

7. (1) The Company may exercise the powers of paying commissions conferred by Section 76, provided that the rate percent or the amount of the Commission paid or agreed to be paid shall be disclosed in the manner required by that section.

(2) The rate of the commission shall not exceed the rate of five percent of the price at which the shares, in respect whereof the same is paid, are issued and in case of debentures two and half percent of the price at which debentures are issued.

(3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or debentures or partly in one way and partly in the other.

(4) The Company may also pay such brokerage as may be lawful on any issue of shares or debentures.

V. TRUSTEES NOT RECOGNISED

8. Except as required by law, no person shall be recognised by the Company as holding any shares upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in

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any fractional part of a share, except only by these regulations or by law otherwise provided, any right other than an absolute right.

VI. MODIFICATION OF RIGHTS

9. (1) If any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provisions of Sections 106 and 107 and whether or not the Company is being wound up, be varied with the consent in writing of the holders of the three-fourths of the issued shares of the class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(2) To every such separate meeting, the provisions of these Articles relating to general meetings, shall mutatis mutandis apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one third of the issued shares of the class in question.

10. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

VII. SHARE CERTIFICATES

11. The certificates of title to the shares shall be issued under the seal of the Company in the manner prescribed in that behalf under the rules framed under the Act.

12. Every member shall be entitled to one certificate for the shares registered in his name or if the Board so approves, upon paying such fees as the Board may from time to time determine, to several certificates, for one or more of such shares.

13. The Certificate of shares registered in the name of two or more persons may be delivered to any one of several joint holders named in the register and this shall form a sufficient delivery to all such holders. The Company shall not be bound to register more than three persons as the joint holders of any share.

14. If any certificate is worn out or defaced, then upon production thereof to the Board it may order the same to be cancelled and may issue a new certificate in

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lieu thereof and if any certificate be lost or destroyed then upon proof to the satisfaction of the Board and on such indemnity as the Board deems adequate being given, a new certificate in lieu thereof will be given to the party entitled to such lost or destroyed certificate. The Company shall also be paid all out of pocket expenses incurred in investigating evidence of loss.

VIII. CALLS

15. Subject to the provisions of the Act, the Board may from time to time make such calls on uniform basis as it thinks fit, upon the members in respect of all moneys unpaid on the shares (Whether on account of the nominal value of the shares or by way of premium) held by them and not by conditions of allotments thereof made payable at fixed time and each such member shall pay the amount of every call so made on him to the person and at the time and place appointed by the Board. A call may be made payable by installments.

16. The joint holders of shares shall severally as well as jointly be liable for payment of all installments and calls due in respect of such shares.

17. (1) A call shall be deemed to have been made at the date when the resolution of the Board authorising such call was passed unless the same is expressly made effective on any other date under such resolution.

(2) Not less than 14 day's notice of any call shall be given specifying the place and time of payment and to whom such call shall be paid provided that Board may subject to Section 91 of the Act, by notice in writing to a member, revoke the call or extend the time for payment thereof.

18. If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by installments at fixed times, whether on account of the nominal amount of the share or by way of premium, every such amount of installment shall be payable as if it were a call duly made by Board and of which due notice had been given and provisions herein contained in respect of calls for future or otherwise shall relate to such amount or installment accordingly.

19. If the sum payable in respect of any call or installment be not paid on or before the day appointed for payment thereof the holder for the time being of the share in respect of which the call shall have been made or the installment shall

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be due shall pay interest for the same at the rate of 15 per cent per annum (or at such other rate as the Board may determine) from the day appointed for the payment thereof to the time of actual payment but the Board shall be at liberty to waive payment of the interest wholly or in part.

20. The Board may receive from any member, willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for and upon the money so paid in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not exceeding 15 per cent per annum or as the member paying such sum in advance and the Directors agree upon. Money so paid in excess of the amount of calls shall not rank for dividends or participate in the profits of the company. Money so paid in excess of the amount of calls until appropriated towards satisfaction of any calls shall be treated as advance by the Company and not a part of capital and be re-payable at any time if the Directors so decide.

IX. FORFEITURE

21. If any member fails to pay the whole or any part of any call, or installment or any money due in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same, the Directors may at any time thereafter during such time as the call or installment or other money remains unpaid, serve a notice on such member or on the persons (if any) entitled to the share by transmission, requiring him to pay the same together with any interest that may have occurred and also the expenses that may have been incurred by the Company by reason of such non-payment.

22. The notice shall name a day (not being less than 14 days from the date of notice) and a place at which such call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed the share in respect of which such call was made or installments is payable will be liable to be forfeited.

23. If the requirement of any such notice as aforesaid are not complied with any shares in respect of which such notice has been given may at any time thereafter, before payments of calls or installments, interests and expenses due

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in respect thereof, be forfeited by a resolution of the Board to that effect and the forfeiture shall be recorded in the Directors' minute book. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

24. When any shares shall have been so forfeited the notice of such forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture and entry of the forfeiture with date thereof shall forthwith be made in the register of the members.

25. Any share so forfeited shall be deemed to be the property of the Company and the Directors may sell, re-allot or otherwise dispose off the same in such manner as they think fit. The Board may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed off, annul the forfeiture thereof upon such terms and conditions as it thinks fit.

26. Any member whose shares have been forfeited shall cease to be a member of the Company in respect of the forfeited shares, but shall notwithstanding the forfeiture remain liable to pay to the Company all calls installments, interests and expenses owing upon or in respect of shares at the date of the forfeiture, together with interest thereon from the time of forfeiture until payment at the rate of 15 per cent per annum and the Directors may enforce the payment thereof, if they think fit.

27. The forfeiture of a share shall mean the extinction of all interest in and also of all claims and demands against the Company in respect of the shares, and all other rights incidental to the shares, except only such of those rights as by the Articles are expressly saved.

28. A duly certified declaration in writing that the declarant is a Director of the Company and that certain shares in the company have duly been forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share and such declaration and the receipt of the company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares and the person to whom the shares are sold shall be registered as holder thereof and shall not be bound to see the application of the purchase money, nor shall his title to such shares be affected by any irregularity or invalidity in the proceeding in reference to such forfeiture, sale or disposition.

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X. LIEN ON SHARES

29. The Company shall have a first and paramount lien upon all the shares (other than fully paid up shares) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof and all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares and no equitable interest in any shares shall be created except upon the footing and condition that Article 7 hereof will have full effect. Unless otherwise a greed the registration of a transfer shall operate as a waiver of the Company's lien if any on such shares. The Directors may at any time declare any shares wholly or in part to be exempt from the provisions of this clause.

30. No member shall exercise any voting right in respect of any shares registered in his name on which any calls or other sums, presently payable by him, have not been paid or in regard to which the Company has exercised any right of lien.

31. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien

Provided that no sale shall be made ;

a) Unless a sum, in respect of which the lien exists, is partly payable or

b) Until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the shares or the person entitled thereto by reason of his death or insolvency.

32. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities or engagements of such member, his executors, administrators or representatives on the shares before the sale and after that, the remaining proceeds shall be paid to the person entitled to the shares at the sale.

33. Upon any sale after forfeiture or for enforcing lien in purported exercise of the powers herein before given the Directors may cause the purchaser's name to be entered in the register of members in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceeding, nor to

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the application of the purchase money and after his name has been entered in the register in respect of such shares invalidity of the sale shall not be impeached by any persons, and the remedy of any person aggrieved by the sale shall be in damages only.

XI. TRANSFER

34. Save as provided in Section 108 of the Act, no transfer of shares in or debentures of the company shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company together with the certificate or if no certificate is in existence, the Letter of Allotment of the shares. The instrument of transfer of any shares in or debentures of the Company shall specify, the name, father's husband's name, address, occupation, of the transferee. The transferor shall be deemed to remain the holder of such shares until the name of the transferee is entered in the Register of members. Each signature to such transfer shall be duly attested by the signature of one witness who shall add his address.

35. Application for the registration of the transfer of a share may be made either by the transferor or the transferee. Where such application is made by the transferor and relates to a partly paid share, no registration shall be effected unless the Company gives notice of the application to the transferee in the manner prescribed by Section 110 of the Act. Subject to the provisions of Articles hereof, if the transferee makes no objection within two weeks from the date of receipt of the notice the Company shall enter in the register of member the name of the transferee in the same manner and subject to the same conditions as if the application for registration was made by the transferee.

36. Before registering any transfer tendered for registration the Company may if it thinks fit, give notice by letter posted in the ordinary course to the registered holder, that such transfer-deed has been lodged and that unless objection is made the transfer will be registered and if such registered holder fails to lodge an objection in writing at the office of the Company within ten days from the posting of such notice to him he shall be deemed to have admitted the validity of the said transfer. Where no notice is received by the registered holder the Company shall be deemed to have decided not to give notice and in any event the non-receipt by the registered holder of any notice shall not entitle him to

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make any claim of any kind against the Company or the Board in respect of such non-receipt.

37. Neither the Company nor its Board shall incur any liability for registering or effecting a transfer of shares apparently made by competent parties, although the same may, by reason of any fraud or other cause not known to the Company or it's Board, be legally inoperative or insufficient to pass the property in the shares or debentures proposed or professed to be transferred and although the transfer may as between the transferor and transferee be set aside and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner. In every such case the person registered as transferee, his executors, administrators or assigns alone shall be entitled to be recognised as the holder of such shares or debenture and the previous holder of such share or debentures shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.

38. Transfer shall not be made to a minor or a person of unsound mind through his legal guardian.

39. Every instrument of transfer shall be left at the office for registration, accompanied by the certificate of the shares or if no such certificate is in existence, by the Letter of Allotment of the shares to be transferred and such other evidence as the Board may require to prove the title of the transferor or his right to transfer the shares. The transferee shall (subject to the right of the Board to decline to register hereinafter mentioned) be registered as a member in respect of such shares. The Board may waive the production of any certificate upon evidence satisfactory to it of loss or destruction.

40. All instruments of transfer which are registered shall be retained by the Company but any instrument of transfer which the Board may decline to register shall be returned to the person depositing the same.

Provided that registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except a lien on the shares.

41. The Board may decline to recognise any instruments of transfer if;

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(a) The instrument of transfer is not accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor;

(b) The instrument of transfer is in respect of more than one class of Shares; or

(c) It is for transfer of any share on which the Company has a lien

42. The registration of transfers may be suspended after giving due notice, at such time and for such period as the Board may from time to time determine.

Provided that such registration shall not be suspended for more than forty-five days in any year and not exceeding thirty days at any one time.

43. Share in the Company shall be transferred in the form for the time being prescribed under the rules framed under the Act.

XII. NOMINATION OF SHARES.

44. Every holder of shares in, or holder of debentures of, a company may, at any time nominate, in the prescribed manner, a person to whom his shares in, or debentures of the company shall vest in the event of his death.

45. Where the shares in, or debentures of, a company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares or debentures of the company shall vest in the event of death of all the joint holders.

46. Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such shares in, or debentures of, the company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in, or debentures of, the company, the nominee shall, on the death of the shareholder or holder of debentures of, the company or, as the case may be, on the death of the joint holders become entitled to all the rights in the shares or debentures of the company or, as the case may be, all the joint holders, in relation to such shares in, or debentures of the company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner.

47. Where the nominee is a minor, it shall be lawful for the holder of the shares, or holder of debentures, to make the nomination to appoint, in the prescribed

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manner, any person to become entitled to shares in, or debentures of, the company, in the event of his death, during the minority.

XIII. TRANSMISSION

48. The executors or administrators or the holder of a succession certificate or a duly appointed nominee in respect of shares of a deceased member (not being one of several joint-holders) shall be the only persons whom the Company shall recognise as having any title to the shares registered in the name of such member and, in case of the death of any one or more of the joint-holder of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person. Before recognising any executor or administrator or legal heir the Board may require him to obtain a grant of probate or letter of administration or succession certificate or other legal representation as the case may be, from a competent Court.

Provided also that the holder of a succession certificate shall not be entitled to receive any dividends already declared but not paid to the deceased member unless the succession certificate declares that holder thereof is entitled to receive such dividends.

49. Any person becoming entitled to a share in consequence of the death, lunacy or insolvency of a member may, upon producing such evidence of his title as the Board thinks sufficient, be registered as a member in respect of such share; or may, subject to the regulations as to transfer hereinbefore contained, transfer such shares.

50. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and the other advantage to which he would be entitled if he were the registered holder of the share, except that he shall not before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

Provided that the Board may, at any time, give notice requiring any such person to elect, either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold

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payment of all dividends, bonuses or other moneys payable in respect of the share, until the requirements of the notice have been complied with.

51. If the person so becoming entitled to shares under preceding Articles shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to transfer the shares to some other person he shall execute an instrument of transfer in accordance with the provisions of these Articles relating to the transfer of shares. All the limitations, restrictions and provisions of these Articles relating to the right of transfer and the registration of transfer of shares shall be applicable to any such notice or transfer as aforesaid.

52. The Articles providing for transfer and transmission of shares, shall mutatis mutandis apply to the transfer and transmission of debentures of the Company.

XIV. ALTERATION IN CAPITAL

53. The Company in General Meeting may;

(a) Increase its authorised share capital by such amount as it thinks expedient by creating new shares.

(b) Consolidate and divided all or any of its share capital into shares of larger amount than its existing shares.

(c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its capital by the amount of the shares so cancelled.

(d) Subdivide its shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association subject to the provisions of Section 94(1) (d) of the Act.

(e) Reduce its capital in any manner authorised by Section 100 of the Act.

The powers conferred by this Article may be exercised by an ordinary resolution, except in the case of reductionof capital when the exercise of the power in that behalf shall be by a special resolution. The Company shall give due notice to the Registrar of any alteration in capital.

XV. STOCKS

54. The Company in General Meeting may convert any paid shares into stock and re-convert any stock into paid up shares of any denominations.

55. When any share has been converted into stock, the holders of such stock may, henceforth, transfer their respective interest therein or any part of such

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interests in the same manner and subject to the same regulations, as would have applied to the transfer of the shares from which the stock arose or as near thereto as circumstances would admit. The Board may, from time to time fix the minimum amount of stock transferable, and restrict or forbid the transfer of factions of that minimum but the minimum shall not exceed the nominal amount of the shares from which the stock arose.

56. The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters, as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividend and profits of the company) shall be conferred by any such part of stock as would not, if existing in shares, have conferred that privilege or advantage.

57. Such of the Articles of the Company (other than those relating to share warrants), as are applicable to paid up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder" respectively.

XVI. SHARE WARRANTS

58. The Company may issue share warrants subject to and in accordance with the provisions of Section 114 and 115 and accordingly the Board may in its discretion, with respect to any share which is fully paid up, on application in writing signed by the person registered as holder of the share and authenticated by such evidence (if any) as to the title of the share, and the payment of amount of the stamp duty on the warrant and such fee as the Board may from time to time require, issue share warrant.

59. (1) The bearer of a share warrant may at any time deposit the warrant at the office of the Company and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company and of attending and voting and exercising the other privileges of a member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the register of the members as the holder of the share included in the deposited warrant.

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(2) Not more than one person shall be recognised as depositor of the share warrant.

(3) The Company shall, on two days written notice, return the deposited share warrant to the depositor.

60. (1) Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant, sign a requisition for calling a meeting of the Company or attend or vote or exercise any other privilege of a member at a meeting of the Company, or be entitled to receive any notice from the Company.

(2) The bearer of a share warrant shall be entitled in all other respect to the same privileges and advantages as if he were named in the register of members as the holder of the shares included in the warrant, and he shall be a member of the Company.

61. The Board may, from time to time, make rules as to the terms on which (if it shall think fit) a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction, of the original warrant.

XVII BUY - BACK OF SHARES.

62. Notwithstanding anything contained in these Articles or in the Memorandum of Association, but subject to the provisions of sections 77A, 77AA and 77B of the Act and the Regulations made by Securities and Exchange Board of India or any other Competent Authority, in this respect, for the time being and from time to time in force, the company may purchase it's own shares or other specified securities (hereinafter referred to as " buy-back") out of -

i) its free reserves, or

ii) the securities premium account, or

iii) the proceeds of any shares or other specified securities,

provided that no buy back of any kind of shares or other specified securities shall be made out of the proceeds of an earlier issue of the same kind of shares or same kind of other specified securities.

XVIII. GENERAL MEETINGS

63. All general meetings other than annual general meetings shall be called extra-ordinary general meetings.

64. (1) The Board may, whenever it thinks fit, call an extra-ordinary general meeting.

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(2) If at any time, there are, not within India, Directors, capable of acting who are sufficient in number to form a quorum, any Director of the Company may call an extra-ordinary general meeting in the same manner or as nearly as possible, as that in which such a meeting may be called by the Board.

XIX. PROCEEDINGS AT GENERAL MEETINGS

65. (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to transact business.

(2) Save as herein otherwise provided two members present in person shall be a quorum.

66. The Chairman, if any, of the Board shall preside as Chairman at every general meeting of the Company.

67. If there is no such chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman of the meeting, the Directors present shall elect one of their members to be the chairman of the meeting.

68. If at any meeting no director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their numbers to be the chairman of the meeting.

69. (1) The chairman may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(4) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

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70. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.

71. Any business other than that upon which a poll has been demanded, may be proceeded with, pending the taking of the poll.

XX. VOTES OF MEMBERS

73. Subject to any rights or restrictions for the time being attached to any class or classes of shares;

(a) On show of hands, every member present in person shall have one vote; and

(b) On a poll, the voting rights of members shall be as laid down in Section 87.

Provided that the holders of Preference Shares shall have a right to vote only on resolutions which directly affect the rights attached to the Preference Shares. The Preference Shareholders shall also be entitled to vote on every resolution placed before the Company at any General Meeting until, and then only, for so long as, their dividends are more than 2 years in arrears preceding the date thereof.

74. In the case of joint-holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the joint-holders.

For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

73. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may on a poll vote by proxy.

75. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

76. (1) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes.

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(2) Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

77. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll and incase of default the instrument of proxy shall not be treated as valid.

78. An instrument appointing a proxy shall be in either of the forms given in Schedule IX to the Act or in a form as near thereto as circumstances admit.

79. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given; Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

XXI. DIRECTORS

80. The persons hereinafter named shall be the first Directors of the Company.
(1) MR. KAMALKUMAR NAGARMAL AGARWAL
(2) MR. VIMALKUMAR JAGDISHKUMAR AGARWAL

81. Unless otherwise determined by the Company in General Meeting, number of Directors shall not be less than two and not more than twelve, inclusive of nominee directors.

82. A Director shall not be required to hold any qualification shares.

83. (1.) Subject to the provisions of the Act, a Managing Director or Director who is in the whole-time employment of the company, may be paid remuneration either by way of monthly payment or at a specified percentage of the net profits of the company or partly by one way and p'ly by the other.

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(2). Subject to the provisions of the Act, a Director, who is neither in the whole-time employment nor a Managing Director may be paid remuneration either - a) by way of monthly, quarterly or annual payments with approval of central government, or

b) by way of commission if the company by a special resolution authorises such payment.

(3.) The fee payable to a Director for attending a meeting of the Board or Committee thereof shall be such amount as the Directors may fix but not exceeding the sum prescribed therefor, from time to time, by the Central Government pursuant to the proviso to section 310 of the Act.

84 The Board may allow and pay to any Director who is not a bonafide resident of the place where the meetings of the Board are ordinarily held and who shall come to such place for the purpose of attending a meeting, such sum as the Board may consider fair compensation for travelling, boarding, lodging and other expenses, in addition to his fee for attending such meeting as above specified; and if any Director be called upon to go or reside out of the ordinary place of his residence on the company's business, he shall be entitled to be repaid and reimbursed any travelling or other expenses incurred in connection with the business of the company.

85. The Board may pay all expenses incurred in registering a name in the Register of Members of the Company.

86. The Company may exercise the powers conferred on it by Sections 157 and 158 with regard to keeping of a foreign register; and the Board may (subject to the provisions of those sections) make and vary such regulations as it may think, respecting the keeping of any such register.

87. All cheques, promissory notes, drafts, hundies, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed drawn accepted, endorsed or otherwise executed as the case may be, by the Managing Director or by such person and in such manner as the Company in General meeting or the Board shall from time to time determine by resolution.

88. Every Director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

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89. (1) The Board shall have power at any time, and from time to time, to appoint a person as an additional Director, provided the number of the Directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

(2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act.

90. (1) The Board of the Directors shall also have power to fill a casual vacancy in the Board. Any Director so appointed shall hold office only so long as the vacating Director would have hold the same if no vacancy had occurred.

(2) The Board may appoint any person to act as an alternate Director for a Director during the latter's absence for a period of not less than three months from the State in which meetings of the Boards are ordinarily held and such appointment shall have effect and such appointee, whilst he holds office as an alternate Director, shall be entitled to notice(s) of meeting(s) and to attend and vote thereat accordingly; but he shall "ipso fact" vacate office, if and when the absent Director returns to the State in which meetings of the Board are ordinarily held or the absent Director vacates office as a Director.

91. If it is provided by any agreement, deed or other document, secured or otherwise, in connection with any loan by the Company or in connection with taking of any shares by any person that any such person or persons shall have power to nominate one or more Directors on the Board of Directors of the Company then and in case of taking of such loan or shares or entering into such agreement the person or persons having such powers may exercise his power from time to time and appoint one or more Directors accordingly. Such Directors may be removed from office at any time by the person or persons in whom the power under which he was appointed is vested and another Director may be appointed in his place but while holding such office he shall not be liable to retire by rotation nor hold any qualification shares if there be any.

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XXII. PROCEEDINGS OF THE BOARD

92. (1) The Board of Directors may meet for the despatch of business, adjourn and otherwise regulate its meetings, as it thinks fit, subject to the provisions of Section 285 of the Companies Act, 1956.

(2) A Director may, and Manager or Secretary on the requisition of a Director shall, at any time, summon a meeting of the Board.

93. (1) Save as otherwise expressly provided in the Act, Questions arising at any meeting of the Board shall be decided by a majority of votes.

(2) In case of an equality of votes, the chairman of the meeting shall have a second or casting vote.

(3) Subject to the provisions of section 287 of the Act, the quorum for Board meetings shall be 2 (two) or 1/3rd of the total strength of directors whichever is higher.

94. The continuing Directors may act notwithstanding any vacancy in the Board but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that fixed for the quorum, or for summoning a general meeting of the Company, but for no other purpose.

95. (1) The board may elect a Chairman of its meetings and determine the period for which he is to hold office.

(2) If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the meetings, the Directors present may choose one of their members to be chairman of the meeting.

96. (1) The Board may subject to the provisions of the Act, delegate any of its powers to a committee consisting of such member or members of its body as it thinks fit.

(2) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

97. (1) A committee may elect a chairman of its meetings.

(2) If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the

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meeting, the members present may choose one of the members to be chairman of the meeting.

98 (1) A committee may meet and adjourn as it thinks proper.

(2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present and in case of an equality of votes, the chairman shall have a second or costing vote.

99. All acts done by any meeting of a Board or of a committee thereof or by any person acting as a Director, shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director.

100. Save as otherwise expressly provided in the Act, a resolution in writing, signed by the members of the Board or of a committee thereof, in accordance with the provisions of Section 289 shall be as valid and effectual as if it had been passed at a meeting of the Board or committee, duly convened and held.

XXIII. POWERS OF DIRECTORS.

101. Subject to the provisions of the Act, the control of the Company shall be vested in the Board who shall be entitled to exercise all such powers, and to do all such acts and things as the Company is authorised to exercise and do; provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act or any other Statute or by the Memorandum of the Company or by these Articles or otherwise, to be exercised or done by the Company in General Meeting.

Provided further that in exercising any such power or doing any such Act or thing the Board shall be subject to the provisions in that behalf contained in the Act or any other Statute or in the Memorandum of the Company or in these Articles, or in any regulations not inconsistent therewith and duly made thereunder, including regulations made by the Company in General Meeting and no such regulation shall invalidate any prior Act of the Board which would have been valid if that regulation had not been made.

102. Subject to and in accordance with the provisions of the Act, the Board shall retain and employ such staff as may be necessary for carrying on the business of the Company. The salary or other remuneration of such staff shall be

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defrayed by the Company, and all or any of such staff shall be engaged exclusively for the Company or jointly with other concerns.

XXIV. BORROWING POWERS

103. (1) The Board may from time to time at its discretion, subject to the provisions of the Act, raise or borrow, either from the Directors or from elsewhere and secure the payment of any sum or sums of money for the purposes of the Company.

(2) The Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit, and in particular, by the issue of bonds, perpetual or redeemable debenture or debenture stock or any mortgage, charge or other security on the undertaking of the whole or any part of the property of the company (both present and future) including its uncalled capital for the time being.

104. If any uncalled capital of the Company is included in or charged by the mortgage or other security, the Board may by an instrument under the Company's seal authorise the person in whose favour such mortgage or security is executed or any other person in trust for him to collect money in respect of calls made by the Board on members in respect of such uncalled capital and the provisions hereinbefore contained in regard to call shall mutatis mutandis apply to calls made under such authority; and such authority may be made exercisable either conditionally or unconditionally, either presently or contingently and either to the exclusion of the Director's powers or otherwise and shall be assignable if expressed so to be.

105. Debentures, debenture-stock, bonds and other securities may be made assignable, free from any equities between the Company and the persons to whom the same may be issued.

106. Subject to the provisions of the Act any debenture, bonds, or other securities may be issued by the Company at a discount, premium or otherwise, with any special privilege as to redemption; surrender, drawings, allotment of shares, appointment of Directors or otherwise. Debentures and bonds with right to allotment of or conversion into shares shall not be issued except with the

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sanction of the Company in General meeting and compliance of the provisions of the Act.

XXV. MANAGING DIRECTOR, MANAGER OR SECRETARY ETC.

107. Subject to the provisions of the companies Act, 1956 the directors may, at any time, appoint one or more Directors as Managing Director or whole time Director on such remuneration, terms and conditions as may be decided by them. A whole time Director or Managing Director shall not be liable to retire by rotation.

108. Subject to the provisions of the Act a Manager or Secretary may be appointed by the Board for such term, at such remuneration and upon such conditions as it may fit, and Manager or Secretary so appointed may be removed by the Board.

109. A Director may be appointed as Manager or Secretary, subject to the provisions of Section 314, 384, 383A and rules made thereunder and any other applicable provision of the Act.

110. A provision of the Act or these Articles requiring or authorising a thing to be done by a Director and the Manager or Secretary shall not be satisfied by its being done by a same person acting both as Director and as, or in place of the Manager or Secretary.

XXVI. THE SEAL

111. 1) The Board shall provide for the safe custody of the seal.

2) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least one Director & Secretary or such other person as the Board may appoint for the purpose; and the Director or Secretary or other person as aforesaid shall sign on every instrument to which the seal of the company is so affixed in his presence.

3) The Company may exercise the powers conferred by Section 50 with regard to having an official seal for the use abroad, and such powers shall be vested in the Board.

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XXVII. DIVIDENDS AND RESERVES

112. The Company in general meeting may declare dividends, but no dividends shall exceed the amount recommended by the Board.

113. The Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.

114. 1) The Board may, before recommending any dividend set aside, out of the profit of the Company, such amount as it thinks proper as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provisions for meeting contingencies or for equalising dividends, and pending such application, may at their discretion, either be employed in the business of the Company or be invested in such investments (other than shares in the Company) as the Board may, from time to time think fit, subject to the provisions of the Act.

2) The Board may also carry forward any profits which it may think prudent not to divide, without setting them aside as a reserve.

115. 1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends, shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid but if and so long as nothing is paid upon any of the shares in the company dividends may be declared and paid according to the nominal amounts of the shares.

Provided that the dividend payable on Preference Shares shall be on a preferential basis and shall be at such rate as may be prescribed or permitted under applicable rules and regulations prevailing at the relevent time.

2) No amount paid or credited as paid on shares in advance of calls, shall be treated for the purposes of this Article as paid on the share.

3) Unless otherwise decided by the Board all dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid, but any share issued on terms providing that it shall rank for dividend as from a particular date shall rank for dividend accordingly.

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116. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares in the Company.

117. All dividend, unclaimed should be deposited according to the provisions of the Act.

118. (1) Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or in the case of the joint holders, to the registered address of that one of the joint holders, who is first named on the register of members or to such person and to such address as the holder or joint-holders may in writing direct.

(2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

119. Any one of two or more joint-holders of share may give effectual receipts for any dividend, bonuses or other moneys payable in respect of such share.

120. Notice of any dividend that may have been declared shall be given to the person entitled to share therein in the manner mentioned in the Act.

121. No dividend shall bear interest against the Company. No unclaimed or unpaid dividend shall be forfeited by the Board unless the claim thereto becomes barred by law and the Company shall comply with all the provisions of Section 205-A of the Act in respect of any unclaimed or unpaid dividend.

XXVIII. ACCOUNTS

122. (1) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open for the inspection of members not being Directors.

(2) No member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meeting.

XXIX. CAPITALISATION OF PROFITS

123. (1) The Company in general meeting may, upon the recommendation of the Board, resolve.

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(a) That it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit & loss account or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provisions contained in clause (3) either in or towards;

i) paying up any amounts for the time being unpaid on any shares held by such members respectively; or

ii) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportions aforesaid; or

iii) paying up partly in the way specified in sub-clause (i) partly in that specified in sub-clause (ii).

(3) A share premium account and a capital redemption reserve fund may, for the purpose of these articles, be applied only in the paying up of unissued shares to be issued to members of the Company as full paid bonus shares.

(4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

124. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall,

(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issue of fully paid shares; and

(b) generally do all acts and things required to give effect thereto

(2) The Board shall have full power;

(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, in the case of shares becoming distributable in fractions; and also,

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(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalisation, or (as the case may require) the payment by the Company on their behalf, by the application of their respective proportions of the profits resolved to be capitalised, to the amounts or any part of the amounts remaining unpaid on their existing shares.

(3) Any agreement made under such authority shall be effective and binding on all such members.

XXX. WINDING UP

125. (1) If the company shall be wound up, the liquidator may with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company whether they shall consist of property of the same kind or not.

(2) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(3) The liquidator may with the like sanction, vest the whole or any part of such assets in trustee upon such trusts for the benefit of the contributories as the liquidator, with the like sanction shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

XXXI. MEMBERS

126. Every person who is a subscriber to the Memorandum and Articles and / or who intends to be or becomes a member of the Company shall, subject to the provisions of any law in force, be bound by the provisions of the Memorandum and Articles of the Company and any matter of dispute arising between the Company and any such person as regards mutual rights, obligations or otherwise shall be subject to the jurisdiction over the registered office of the Company in respect to the disputed matter.

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XXXII. INDEMNITY

127. Every officer or agent for the time being of the Company shall be indemnified out of the assets of the Company against liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 633 in which relief is granted to him by the court.

XXXIII. SECRECY

128. Subject to the provisions of these Articles and the Act, no member shall be entitled to inspect the Company's Books without permission of the Directors or to require discovery of or any information respecting any detail of the Company's trading or any matter which may relate to the conduct of the business of the Company and which in the opinion of the Directors, will not be expedient in the interest of the members of the Company to communicate to the public.

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We, the several persons, whose names, addresses and occupations are stated hereunder are desirous of being formed into a Company in pursuance of these **Articles of Association.**

SR. NO.	NAMES, ADDRESSES, DESCRIPTION AND OCCUPATIONS OF SUBSCRIBERS.	SIGNATURE OF SUBSCRIBERS	NAME, ADDRESS, DESCRIPTION AND OCCUPATION OF THE WITNESS
1	Kamal Kumar Agarwal S/o Nagarmal Agarwal Address: 703, Sankalp, Mistry Complex, J.B. Nagar, Andheri (East), Mumbai-4000059 Occ: Business	Sd/-	Witness to Subscriber No. 1 to 3 Nikhil Jain S/o Ambalal Jain 3/22, Nima Bhavan, New Chinch Bunder Road, Mumbai-9 Occ: Tax Consultant
2	Vimal Kumar Agarwal S/o Jagdish Kumar Agarwal Address: Dabriwala Bhawan, Near SBI, Malegaon, Nasik, Maharashtra-423203 Occ: Business	Sd/-	
3	Jagdish Kumar Agarwal S/o Nagarmal Agarwal Address: Dabriwala Bhawan, Near SBI, Malegaon, Nasik, Maharashtra-423203 Occ: Business	Sd/-	

PLACE : Mumbai
DATE : 26-03-2008

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SR. NO.	NAMES, ADDRESSES, DESCRIPTION AND OCCUPATIONS OF SUBSCRIBERS.	SIGNATURE OF SUBSCRIBERS	NAME, ADDRESS, DESCRIPTION AND OCCUPATION OF THE WITNESS
4	Anand Kumar Agarwal S/o Nagarmal Agarwal Address: Dabriwala Bhawan, Near SBI, Malegaon, Nasik, Maharashtra-423203 Occ: Business	Sd/-	Witness to Subscriber No. 4 to 6 Nikhil Jain S/o Ambalal Jain 3/22, Nima Bhavan, New Chinch Bunder Road, Mumbai-9 Occ: Tax Consultant
5	Satish Kumar Agarwal S/o Kishanlal Agarwal Address: Dabriwala Bhawan, Near SBI, Malegaon, Nasik, Maharashtra-423203 Occ: Business	Sd/-	
6	Girish Kumar Agarwal S/o Jagdish Kumar Agarwal Address: Dabriwala Bhawan, Near SBI, Malegaon, Nasik, Maharashtra-423203 Occ: Business	Sd/-	

PLACE : Mumbai
DATE : 26-03-2008

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SR. NO.	NAMES, ADDRESSES, DESCRIPTION AND OCCUPATIONS OF SUBSCRIBERS.	SIGNATURE OF SUBSCRIBERS	NAME, ADDRESS, DESCRIPTION AND OCCUPATION OF THE WITNESS
7	Arun Kumar Agarwal S/o Kishanlal Agarwal Address: Dabriwala Bhawan, Near SBI, Malegaon, Nasik, Maharashtra-423203 Occ: Business	Sd/-	Witness to Subscriber No. 7 Nikhil Jain S/o Ambalal Jain 3/22, Nima Bhavan, New Chinch Bunder Road, Mumbai-9 Occ: Tax Consultant

PLACE : Mumbai
DATE : 26-03-2008

For SUPREME TRANSPORT ORGANISATION PVT. LTD.

Director

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Annexure P-2

FORM 20B

[Refer section 159 of the Companies Act, 1956]

Form for filing annual return by a company having a share capital with the Registrar

Note - All fields marked in * are to be mandatorily filled.

Authorised capital of the company as on the date of filling (in Rs.) 50000000.00

1(a) *Corporate identity number (CIN) of company U60230MH2008PTC216143 Pre-Fill

(b) Global location number (GLN) of company

2(a) Name of the company SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

(b) *Address of the registered office of the company

Line I 5/B-34, AKSHAY MITTAL INDUSTRIAL ESTATE,

Line II M.V. ROAD, ANDHERI (EAST),

* City MUMBAI

* State Maharashtra-MH

Country INDIA

* Pin code 400059

(c) Telephone number with STD code

(d) Fax

(e) * e-mail ID of the company mumbai@supremetransport.org

(f) Website

3. * Whether shares listed on recognised stock exchange ○ Yes ◉ No

If yes, stock exchange code: A B

4. * Financial year end date to which the annual general meeting (AGM) relates 31/03/2014 (DD/MM/YYYY)

5. * Whether annual general meeting (AGM) held ◉ Yes ○ No

(a) If yes, date of AGM 30/09/2014 (DD/MM/YYYY)

(b) * Due date of AGM 30/09/2014 (DD/MM/YYYY)

(c) * Whether any extension for financial year or AGM granted ○ Yes ◉ No

(d) If yes, due date of AGM after grant of extension (DD/MM/YYYY)

I. Capital Structure of the company as on the date of AGM or latest due date thereof

6. *Authorised capital of the company (in Rs.) 50,000,000.00

Break up of Authorised capital

* Number of equity shares	5,000,000	Total amount of equity shares (in Rs.)	50,000,000.00
Nominal amount per equity share	10		
*Number of preference shares	0	Total amount of preference shares (in Rs.)	
Nominal amount per preference share			
Number of unclassified shares	0	Total amount of unclassified shares (in Rs.)	

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7. * Issued capital of the company (in Rs.) 50,000,000.00

Break up of Issued capital

* Number of equity shares	5,000,000	Total amount of equity shares (in Rs.)	50,000,000.00
Nominal amount per equity share	10		
* Number of preference shares	0	Total amount of preference shares (in Rs.)	
Nominal amount per preference share			

8. * Subscribed capital of the company (in Rs.) 50,000,000.00

Break up of Subscribed capital

* Number of equity shares	5,000,000	Total amount of equity shares (in Rs.)	50,000,000.00
Nominal amount per equity share	10		
* Number of preference shares	0	Total amount of preference shares (in Rs.)	
Nominal amount per preference share			

9. * Paid up capital of the company (in Rs.) 50,000,000.00

Break up of Paid up capital

* Number of equity shares	5,000,000	Total amount of equity shares (in Rs.)	50,000,000.00
Nominal amount per equity share	10		
* Number of preference shares	0	Total amount of preference shares (in Rs.)	
Nominal amount per preference share			

10. * Total debentures of the company (in Rs.) 0.00

Break up of Debenture

* Number of non convertible debentures	0	Total amount of non convertible debentures (in Rs.)	
Nominal amount per non convertible debenture			
* Number of partly convertible debentures	0	Total amount of partly convertible debentures (in Rs.)	
Nominal amount per partly convertible debenture			
* Number of fully convertible debentures	0	Total amount of fully convertible debentures (in Rs.)	
Nominal amount per fully convertible debenture			

II. Indebtness of the company as on the date of AGM or latest due date thereof (secured loans including interest outstanding and accrued but not due for payment)

11.* Amount (in Rs.) 287,376,491.00

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III. Equity share breakup (percentage of total equity) as on the date of AGM or latest due date thereof

S.No:	Category	Percentage
1.	Government [Central and State]	
2.	Government companies	
3.	Public financial companies	
4.	Nationalised or other banks	
5.	Mutual funds	
6.	Venture capital	
7.	Foreign holdings (Foreign institutional investor(s), Foreign companie(s) Foreign financial institution(s), Non-resident indian(s) or Overseas corporate bodies or Others)	
8.	Bodies corporate (not mentioned above)	
9.	Directors or relatives of directors	100.00
10.	Other top fifty (50) shareholders (other than listed above)	
11.	Others	
12.	Total	100.00

* Total number of shareholders 7

IV. Details of directors(s), Managing Director, manager and secretary as on the date of AGM

12.* Number of director(s), Managing Director, manager and secretary 7

Following details are to be entered only in case date of AGM is on or after 1st July'2007

Provide Director identification number (DIN) in case of director, Managing Director and Income-tax permanent account number (Income-tax PAN) in case of manager, secretary

I

DIN or Income-tax PAN 01252090 Pre-Fill

Name

KAMALKUMAR NAGARMAL AGARWAL

Designation Director Date of appointment 29/05/2008

Number of equity share(s) held 1,400,000 28.00 per cent

Whether he/she has signed the annual return (●) Yes ( ) No

If yes, date of signing 28/10/2014 (DD/MM/YYYY)

II

DIN or Income-tax PAN 02249230 Pre-Fill

Name

ANANDKUMAR NAGARMAL AGRAWAL

Designation Director Date of appointment 01/07/2008

Number of equity share(s) held 600,000 12.00 per cent

Whether he/she has signed the annual return ( ) Yes (●) No

If yes, date of signing (DD/MM/YYYY)

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III DIN or Income-tax PAN 01252126 Pre-Fill

Name VIMALKUMAR JAGDISHKUMAR AGRAWAL

Designation Director Date of appointment 29/05/2008

Number of equity share(s) held 600,000 12.00 per cent

Whether he/she has signed the annual return ○ Yes ◉ No

If yes, date of signing (DD/MM/YYYY)

IV DIN or Income-tax PAN 02249252 Pre-Fill

Name SATISH KISANLAL AGRAWAL

Designation Director Date of appointment 01/07/2008

Number of equity share(s) held 600,000 12.00 per cent

Whether he/she has signed the annual return ○ Yes ◉ No

If yes, date of signing (DD/MM/YYYY)

V DIN or Income-tax PAN 02298280 Pre-Fill

Name ARUNKUMAR KISANLAL AGRAWAL

Designation Director Date of appointment 01/07/2008

Number of equity share(s) held 600,000 12.00 per cent

Whether he/she has signed the annual return ○ Yes ◉ No

If yes, date of signing (DD/MM/YYYY)

VI DIN or Income-tax PAN 02298292 Pre-Fill

Name GIRISH JAGDISHKUMAR AGRAWAL

Designation Director Date of appointment 01/07/2008

Number of equity share(s) held 600,000 12.00 per cent

Whether he/she has signed the annual return ○ Yes ◉ No

If yes, date of signing (DD/MM/YYYY)

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VII

DIN or Income-tax PAN: 06583988 Pre-Fill

Name: RAVINDRA ANANDKUMAR AGRAWAL

Designation: Additional director | Date of appointment: 01/04/2013

Number of equity share(s) held: 600,000 | 12.00 per cent

Whether he/she has signed the annual return: ○ Yes ◉ No

If yes, date of signing: (DD/MM/YYYY)

V. Details of director(s), Managing Director, manager and secretary who ceased to be associated with the company since the date of last AGM

13. * Number of director(s), Managing Director, manager and secretary: 1

Following details are to be entered only in case date of AGM is on or after 1st July'2007

Provide DIN in case of director, Managing Director and income-tax PAN in case of manager, secretary

I

DIN or Income-tax PAN: 00497937 Pre-Fill

Name: PRABHAT KUMAR MITTAL

Designation: Director

Date of appointment: 21/08/2013 | Date of cessation: 11/11/2013

II

DIN or Income-tax PAN: Pre-Fill

Name:

Designation:

Date of appointment: | Date of cessation:

III

DIN or Income-tax PAN: Pre-Fill

Name:

Designation:

Date of appointment: | Date of cessation:

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IV

DIN or Income-tax PAN | Pre-Fill

Name

Designation

Date of appointment | Date of cessation

14. In case of a listed company, details of secretary in whole time practice certifying the annual return

Name

Whether associate or fellow ◯ Associate ◯ Fellow

Certificate of practice number

15. *Whether complete list of share holders, debenture holders has been enclosed as attachment ◉ Yes ◯ No
In case No, then submit the details of all the share holders, debenture holders in a CD seperately with the office of Registrar of Companies.

Attachments

List of attachments

1. *Annual return as per schedule V of the Companies Act, 1956 — Attach — Share Holder List.pdf
2. Approval letter for extension of financial year or annual general meeting — Attach
3. Optional attachment(s).- if any — Attach

Remove attachment

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Verification

I confirm that all the particulars mentioned above are true as per the attached annual return which is duly prepared as required under section 159 and Schedule V and which is duly signed as required under section 161 of the Act. To the best of my knowledge and belief, the information given in this form and its attachments is correct and complete.

I have been authorised by the Board of directors' resolution number * NIL dated * 30/09/2014 (DD/MM/YYYY) to sign and submit this form.

To be digitally signed by

Managing Director or director or manager or secretary of the company

KAMAL N AGARWAL

* Designation Director

* DIN of the director or Managing Director; or Income-tax PAN of the manager; or Membership number, if applicable or income-tax PAN of the secretary (secretary of a company who is not a member of ICSI, may quote his/ her income-tax PAN) 01252090

Certificate

It is hereby certified that I have verified the above particulars (including attachment(s)) from the records of

SUPREME TRANSPORT ORGANISATION PRIVATE LIMITED

and found them to be true and correct. I further certify that all required attachment(s) have been completely attached to this form.

(●) Chartered accountant (in whole-time practice) or ( ) Cost accountant (in whole-time practice) or ( ) Company secretary (in whole-time practice)

DINESH SANYAMWAL CHAUDHARY

* Whether associate or fellow ( ) Associate (●) Fellow

* Membership number or certificate of practice number 044741

Modify | Check Form | Prescrutiny | Submit

This eForm has been taken on file maintained by the registrar of companies through electronic mode and on the basis of statement of correctness given by the filing company.

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V Details of share Holder

Ledger Folio of share / Debenture Holder: 01

Share / Debenture Holder's Name: AGARWAL (Surname) N (Middle Name) KAMAL (First Name)

Father's / Husband's Name: NAGARMAL AGARWAL

Type of Share / Debenture: 1 (1 - Equity, 2 - Preference Shares, 3 - Debentures, 4 - Stock)

Number of Shares / Debentures Held / Stock, if any: 1400000

Amount per Share (in Rs.): 10

Residential Address: FLAT NO. 703 7TH FLOOR
MISTRY COMPLEX JBNAGAR

Town / City: ANDHERI EAST

District: MUMBAI

State: MAHARASHTRA

Pin Code: 400059

Details of share Holder

Ledger Folio of share / Debenture Holder: 02

Share / Debenture Holder's Name: AGARWAL (Surname) J (Middle Name) VIMAL (First Name)

Father's / Husband's Name: JAGDISH AGARWAL

Type of Share / Debenture: 1 (1 - Equity, 2 - Preference Shares, 3 - Debentures, 4 - Stock)

Number of Shares / Debentures Held / Stock, if any: 600000

Amount per Share (in Rs.): 10

Residential Address: DABRIWALA BHAWAN NEAR
SBI MALEGAON

Town / City: NASIK

District: MUMBAI

State: MAHARASHTRA

Pin Code: 423203

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Details of share Holder

Ledger Folio of share / Debenture Holder: 0 4

Share / Debenture Holder's Name: A G A R W A L | N | A N A N D
(Surname | Middle Name | First Name)

Father's / Husband's Name: N A G R M A L | A G A R W A L

Type of Share / Debenture: 1 (1 - Equity, 2 - Preference Shares, 3 - Debentures, 4 - Stock)

Number of Shares / Debentures Held / Stock, if any: 6 0 0 0 0 0

Amount per Share (in Rs.): 1 0

Residential Address: D A B R I W A L A | B H A W A N | N E A R
S B I | M A L E G A O N

Town / City: N A S I K

District: M U M B A I

State: M A H A R A S H T R A

Pin Code: 4 2 3 2 0 3

Details of share Holder

Ledger Folio of share / Debenture Holder: 0 5

Share / Debenture Holder's Name: A G A R W A L | K | S A T I S H
(Surname | Middle Name | First Name)

Father's / Husband's Name: K I S A N L A L | A G A R W A L

Type of Share / Debenture: 1 (1 - Equity, 2 - Preference Shares, 3 - Debentures, 4 - Stock)

Number of Shares / Debentures Held / Stock, if any: 6 0 0 0 0 0

Amount per Share (in Rs.): 1 0

Residential Address: D A B R I W A L A | B H A W A N | N E A R
S B I | M A L E G A O N

Town / City: N A S I K

District: M U M B A I

State: M A H A R A S H T R A

Pin Code: 4 2 3 2 0 3

राष्ट्रीय कम्पनी विधी अधिकरण मुंबई न्यायपीठ
NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

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Details of share Holder

Ledger Folio of share / Debenture Holder: 0 6

Share / Debenture Holder's Name: A G A R W A L (Surname) K (Middle Name) A R U N (First Name)

Father's / Husband's Name: K I S A N L A L A G A R W A L

Type of Share / Debenture: 1 (1 - Equity, 2 - Preference Shares, 3 - Debentures, 4 - Stock)

Number of Shares / Debentures Held / Stock, if any: 6 0 0 0 0 0

Amount per Share (in Rs.): 1 0

Residential Address: D A B R I W A L A B H A W A N N E A R

S B I M A L E G A O N

Town / City: N A S I K

District: M U M B A I

State: M A H A R A S H T R A

Pin Code: 4 2 3 2 0 3

Details of share Holder

Ledger Folio of share / Debenture Holder: 0 7

Share / Debenture Holder's Name: A G A R W A L J G I R I S H (Surname / Middle Name / First Name)

Father's / Husband's Name: J A G D I S H A G A R W A L

Type of Share / Debenture: 1 (1 - Equity, 2 - Preference Shares, 3 - Debentures, 4 - Stock)

Number of Shares / Debentures Held / Stock, if any: 6 0 0 0 0 0

Amount per Share (in Rs.): 1 0

Residential Address: D A B R I W A L A B H A W A N N E A R

S B I M A L E G A O N

Town / City: N A S I K

District: M U M B A I

State: M A H A R A S H T R A

Pin Code: 4 2 3 2 0 3

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NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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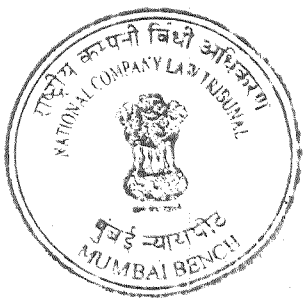
Details of share Holder

Ledger Folio of share / Debenture Holder	0 8
Share / Debenture Holder's Name	A G A R W A L (Surname) A (Middle Name) R A V I N D R A (First Name)
Father's / Husband's Name	A N A N D A G A R W A L
Type of Share / Debenture	1 (1 - Equity, 2 - Preference Shares, 3 - Debentures, 4 - Stock)
Number of Shares / Debentures Held / Stock, if any	6 0 0 0 0 0
Amount per Share (in Rs.)	1 0
Residential Address	F L A T N O. 7 0 3 7 T H F L O O R
	M I S T R Y C O M P L E X J B N A G A R
Town / City	A N D H E R I E A S T
District	M U M B A I
State	M A H A R A S H T R A
Pin Code	4 0 0 0 5 9



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NATIONAL COMPANY LAW TRIBUNAL
COURT ROOM NO. 1,
MUMBAI BENCH

Item No. 42

CA 4/2023 In CP/88(MB)2015

CORAM:

SH. PRABHAT KUMAR JUSTICE VIRENDRASINGH BISHT (Retd.)

HON'BLE MEMBER (TECHNICAL) HON'BLE MEMBER (JUDICIAL)

ORDER SHEET OF THE HEARING ON **02.11.2023**

NAME OF THE PARTIES: **SUPREME TRANSPORT ORGANISATION PVT. LTD V/s SATISH KISANLAL AGARWAL**

Section 241(1) Sec. 242(4) Sec 425 of the Companies Act, 2013

ORDER

CA No. 4/2023 –

1. Mr. Rishi Sood, Advocate a/w Ms. Surbhi Soni, Advocate appeared for the Applicant.
2. Ms. Mily Ghoshal, Advocate a/w Ms. Sophia, Advocate appeared for the Resolution Professional.
3. Heard Counsel appearing for the Applicant.
4. Respondent has failed to file reply.
5. Heard Counsel appearing for the parties and **Reserved for Order**.

Sd/-
PRABHAT KUMAR
MEMBER (TECHNICAL)

Sd/-
JUSTICE VIRENDRASINGH BISHT
MEMBER (JUDICIAL)

Sapna

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National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI BENCH

Item No. 27

CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018 CA 625/2022 CA 4/2023 CA 285/2023 CA 314/2023 in CP/88(MB)2015

CORAM:
MS. ANU JAGMOHAN SINGH **SH. H. V. SUBBA RAO**
HON'BLE MEMBER (TECHNICAL) **HON'BLE MEMBER (JUDICIAL)**

ORDER SHEET OF THE HEARING ON **07.08.2023**

NAME OF THE PARTIES: **SUPREME TRANSPORT ORGANISATION PVT. LTD. V/S SATISH KISANLAL AGARWAL**

Section 241(1)-242(4), 425 of the Companies Act, 2013

ORDER

Due to paucity of time, the matter could not be taken up today. Accordingly, list this matter on Board on 18.09.2023, for further consideration and hearing.

Sd/- **Sd/-**

ANU JAGMOHAN SINGH **H. V. SUBBA RAO**
MEMBER (TECHNICAL) **MEMBER (JUDICIAL)**

Vedant Kedare

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National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI BENCH

Item No.

CORAM: **CA 324/2023 in CP/88(MB)201**

MS. ANU JAGMOHAN SINGH
HON'BLE MEMBER (TECHNICAL)

SH. H. V. SUBBA RAO
HON'BLE MEMBER (JUDICIAL)

ORDER SHEET OF THE HEARING ON **01.08.2023**

NAME OF THE PARTIES: **MR. VIMAL AGARWAL V/S SUPREME TRANSPORT ORGANISATION PVT. LTD**

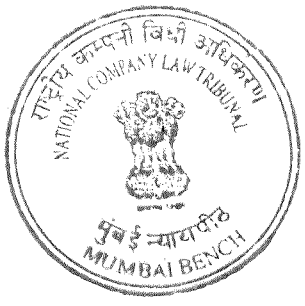
Section 241(1), 242(4) of the Companies Act, 2013 & Rule 11

ORDER

CA 324/2023

1) Mr. Rishi Sood, Ld. Counsel for the Applicant and Mr. Pratyush Ranjan, Ld. Counsel for Respondents are present. Heard both sides at a considerable time and perused the record.

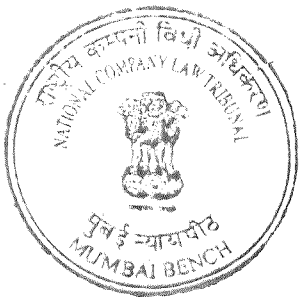
2) Counsel appearing for the Applicant pending disposal of the present Company Application as well as the main Company Petition requested for an order of injunction restraining the Respondents from holding the Extra Ordinary General Body Meeting of the Respondent No. 1 to be held on 03.08.2023, in pursuance to the Special Notice dt. 30.06.2023 and the Notice for Board Meeting dt. 15.07.2023 and to restrain the Respondents



2, 3 & 4 from removing the Applicants from the Board of Directors of the Respondent No. 1 Company.

3) It is the submission of the Applicants that the Applicant along with Mr. Girish Agarwal have been representing one branch of the family members namely Late Sh. Jagdishji Agarwal and family comprising of his 2 sons namely Vimal Kumar & Girish Kumar Agarwal holding 24% shareholding in the Respondent No. 1 Company. It is pertinent to mention herein that the Respondent No. 1 Company is a closely held family Company wherein, the affairs of the Company were being run by the family groups holding more or less equal number of Shareholding in the Company thereby giving representation to all the Family Members on the Board. The Applicant No. 1 as a matter of fact was appointed as a Director in Company on dt. 29.05.2008 and Mr. Girish Agarwal was appointed as the Director of the Company dt. 01.07.2008.

4) The Respondents now as a matter of fact intend to oust the Applicants as the directors from the Board of the Respondent No. 1 Company and the said illegal act of Respondent No. 2, 3 and 4 is driven by vendetta on account of the fact that the Applicants have preferred an Application under Rule 11 of the NCLT Rules, 2016 against the Respondents before this Tribunal, thereby seeking Interim Relief to regulate the conduct of the affair of Respondent No. 1 Company which are being grossly mismanaged



by the said Respondents and to grant status quo to protect the assets of the Company.

5) Ld. Counsel for the Respondent strongly opposed for grant of any interim order as prayed by the Applicants on the ground that both the Applicants have indulged in siphoning of money from the Company as a result of which Respondent No. 2 lodged an FIR against both the Applicants basing on which a case under Crime No. 207 was registered on 25.04.2023, against both the Applicants, under different provisions of IPC. He further submits that Mr. Vimal Agarwal moved an Anticipatory Bail Application before the Session Court at Dindoshi, which was dismissed on 20.07.2023, with adverse observations against him and the Bail Application of Mr. Girish Agarwal was also dismissed by the Court of Session at Dindoshi *vide* its order dt. 19.07.2023. Thus, the Counsel appearing for the Respondents seriously opposed the present Company Application filed by the Applicants and prayed for dismissal of the same.

6) Counsel for the Respondents also argued that an Extra Ordinary General Meeting of a Company cannot be restrained as per law laid down by various Courts including the Hon'ble Apex Court and the directorial disputes does not fall within the realm of Oppression and mis-management as per the law laid down by the Hon'ble Apex Court in case of Cyrus Mistry.

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7) After hearing both the sides and upon perusing the material available on record, this Bench observed that the Applicants as well as Respondents despite of their close relationship are fighting against each other and the conduct of the Applicants also prima facie appears to be not above the Board. Therefore, this Bench is of the considered opinion that there is neither prima facie case nor balance of convenience in favour of the Applicants for grant of any Interim Relief. This Bench is of the further opinion that passing any restraint order, at this stage, would defeat the Corporate Democracy.

8) For the aforesaid reasons grant of interim reliefs, is rejected.

Sd/-

ANU JAGMOHAN SINGH
MEMBER (TECHNICAL)

Sd/-

H. V. SUBBA RAO
MEMBER (JUDICIAL)

Vedant Kedare

राष्ट्रीय कंपनी विधि अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

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NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI BENCH

Item 8

CP/88(MB)2015 CA 324/2023

CORAM:
MS. ANU JAGMOHAN SINGH
HON'BLE MEMBER (T)

SHRI H.V. SUBBA RAO
HON'BLE MEMBER(J)

ORDER SHEET OF THE HEARING ON **27.07.2023**

NAME OF THE PARTIES: - **MR. VIMAL AGARWAL VS Supreme Transport Organisation Pvt. Ltd**

Rule 11 of NCLT Sec. 241(1) Sec. 242(4)

ORDER

Mr. Rishi Soad Ld. Counsel appearing for the applicant & Mr. Pradyosh Rajan Ld. Counsel appearing for the Respondent are present.

CA 324/2023

Ld. Counsel appearing for the Respondent seeks time to file Reply. Time is granted. Let the Reply be filed within a period of two weeks failing which Respondents right to file Reply stands forfeited. Copy of the Reply may also be given to the other side well in advance. List this matter on Board on 02.08.2023.

Sd/-
ANU JAGMOHAN SINGH
Member (Technical)

Sd/-
H.V. SUBBA RAO
Member (Judicial)

Jagdish

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COURT-I, MUMBAI BENCH

Item 9

CA 314/2023 IN CP/88(MB)2015

CORAM:
MS. ANU JAGMOHAN SINGH
HON'BLE MEMBER (T)

SHRI H.V. SUBBA RAO
HON'BLE MEMBER(J)

ORDER SHEET OF THE HEARING ON **19.07.2023**

NAME OF THE PARTIES: - **SUPREME TRANSPORT ORGANISATION PVT. LTD.**

VS

SATISH KISANLAL AGARWAL

Sec. 241(1) Sec. 242(4) Rule 11 of NCLT

ORDER

Mr. Yash Jain Ld. Counsel appearing for the applicant & Mr. Saubhi Soni Ld. Counsel appearing for the Respondent are present.

CA 314/2023

List this matter on Board on 07.08.2023.

Sd/-

ANU JAGMOHAN SINGH
Member (Technical)

Sd/-

H.V. SUBBA RAO
Member (Judicial)

Jagdish

राष्ट्रीय कम्पनी विधि अधिकरण
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COURT-I, MUMBAI BENCH

Item 39

CP/88(MB)2015 CA 4/2023 CA 285/2023 CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018 CA 625/2022

CORAM:
MS. ANU JAGMOHAN SINGH
HON'BLE MEMBER (T)

SHRI H.V. SUBBA RAO
HON'BLE MEMBER(J)

ORDER SHEET OF THE HEARING ON **11.07.2023**

NAME OF THE PARTIES: - **SUPREME TRANSPORT ORGANISATION PVT. LTD.**
V/S
SATISH KISANLAL AGARWAL

Section 241(1) Sec. 242(4) Sec 425 of the Companies Act, 2013

ORDER

Due to paucity of time, the matter could not be heard. List this matter on Board on 07.08.2023.

Sd/-
ANU JAGMOHAN SINGH
Member (Technical)

Sd/-
H.V. SUBBA RAO
Member (Judicial)

Jagdish

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49. CA 20/2016
CA 76/2016
CA 38/2017
CA 80/2017
CA 501/2018
CA 625/2022
IN
CP 88/MB/2015

CORAM: SHRI. H.V.SUBBA RAO, MEMBER (J)
MS. ANU JAGMOHAN SINGH, MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON **04.05.2023**

NAME OF THE PARTIES: Supreme Transport Organisation Pvt. Ltd

V/s

Satish Kisanlal Agarwal

SECTION 397-398 OF COMPANIES ACT, 2013

ORDER

Due to paucity of time, the matter could not be heard. List this matter on

11.07.2023.

Sd/-
ANU JAGMOHAN SINGH
Member (Technical)
//SKS//

Sd/-
H.V.SUBBA RAO
Member (Judicial)

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NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI BENCH

Item 51

CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018 CA 625/2022 in CP 88/MB/2015

CORAM:
SH. SHYAM BABU GAUTAM
HON'BLE MEMBER (T)

SHRI.H.V. SUBBA RAO
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **28.03.2023**

NAME OF THE PARTIES: - **Supreme Transport Organisation Pvt. Ltd.**
V/s
Satish Kisanlal Agarwal

Appearance (via video-conference):
For the Applicant : Dr. S.K Jain a/w Adv. Ricky Sampa
For the Respondent : Rakesh K. Singh

Section 397-398 of the Companies Act, 1956

ORDER

Court Convened through virtual hearing, however, the matter could not be heard due to paucity of time. List this Matter on Board on **04.05.2023.**

Sd/-
SHYAM BABU GAUTAM
Member (Technical)

Sd/-
H.V. SUBBA RAO
Member (Judicial)

Jagdish

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COURT-I, MUMBAI BENCH

Item 63

CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018 CA 625/2022 in CP 88/2015

CORAM:
SH. SHYAM BABU GAUTAM
HON'BLE MEMBER (T)

JUSTICE P.N. DESHMUKH (Retd.)
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **03.02.2023**

NAME OF THE PARTIES: - **Supreme Transport Organisation Pvt. Ltd. V/S Satish Kisanlal Agarwal**

Appearance (via video-conference):

For the Applicants in CA 625/2022 :Adv. P.Nagesh, Ms. Lakshmi Gurung,
Ms. Poonam Datta

For the Respondent : Rakesh Kumar Singh'

Section 397-398 of the Companies Act, 1956

ORDER

Court Convened through virtual hearing, however, the matter could not be heard due to paucity of time. List this matter on Board on **28.03.2023**

Sd/-

SHYAM BABU GAUTAM
Member (Technical)

Sd/-

JUSTICE P.N. DESHMUKH
Member (Judicial)

Krishna Ghadge

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Item 63

CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018 CA 625/2022 IN CP 88/MB/2015

CORAM:
SH. SHYAM BABU GAUTAM
HON'BLE MEMBER (T)

JUSTICE P.N. DESHMUKH (Retd.)
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **24.01.2023**

NAME OF THE PARTIES : **Supreme Transport Organisation Pvt. Ltd.**
V/s
Satish Kisanlal Agarwal.

Appearance (via video-conference):
For the Applicant in IA 625/2022 : Nagesh Sr. Adv with Ms Lakshmi Gurung, Mr. Manish G Varma, Ms. Surbhi Soni, Ms Mampy Karmakar

For the Respondent : None present

Section397-398 of the Companies Act, 1956

ORDER

Court Convened through virtual hearing, however, the matter could not be heard due to paucity of time. List this Matter on Board on **03.02.2023.**

Sd/-
SHYAM BABU GAUTAM
Member (Technical)

Sd/-
JUSTICE P.N. DESHMUKH
Member (Judicial)

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COURT-I, MUMBAI BENCH

Item 64

CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018 in CP 88/MB/2015

CORAM:
SH. SHYAM BABU GAUTAM
HON'BLE MEMBER (T)

JUSTICE P.N. DESHMUKH (Retd.)
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **25.11.2022**

NAME OF THE PARTIES: **Supreme Transport Organisation Pvt. Ltd.**
V/s
Satish Kisanlal Agarwal

Appearance (via video-conference):
For the Applicant : Adv. Lakshmi Gurung

For the Respondent : Dr S. K Jain

Section 397-398

ORDER

Due to paucity of time, the matter could not be taken up today. Accordingly, list this matter on Board on **24.01.2023.**

Sd/-

SHYAM BABU GAUTAM
Member (Technical)

Sd/-

JUSTICE P.N. DESHMUKH
Member (Judicial)

Akash

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NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI BENCH

Item 55

CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018 IN CP 88/MB/2015

CORAM:
SH. SHYAM BABU GAUTAM
HON'BLE MEMBER (T)

JUSTICE P.N. DESHMUKH (Retd.)
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **28.09.2022**

NAME OF THE PARTIES: **Supreme Transport Organisation Pvt. Ltd.**
V/s
Satish Kisanlal Agarwal

Appearance (via video-conference):
For the Applicant : None present
For the Respondent : SHIVANI SONI

Section 397-398 of the Companies Act, 1956

ORDER

The Court convened through virtual hearing, however, the matter could not be heard due to paucity of time. List this matter on Board on 25.11.2022.

Sd/-

SHYAM BABU GAUTAM
Member (Technical)

Sd/-

JUSTICE P.N. DESHMUKH
Member (Judicial)

Jagdish

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NATIONAL COMPANY LAW TRIBUNAL

COURT-I, MUMBAI BENCH

Item 50

CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018 in CP 88/2015

CORAM:

SH. SHYAM BABU GAUTAM
HON'BLE MEMBER (T)

JUSTICE P.N. DESHMUKH (Retd.)
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **03.08.2022**

NAME OF THE PARTIES: - **Supreme Transport Organisation Pvt. Ltd. V/s Satish Kisanlal Agarwal**

Appearance (via video-conference):

For Applicant : Dr. S.K.Jain a/w Adv. Monica Mayekar

For the Respondent : None present

Section 397-398 of the Companies Act, 1956

ORDER

Due to paucity of time, the matter could not be taken up today. Accordingly, list this matter on Board on **28.09.2022.**

Sd/-

SHYAM BABU GAUTAM
Member (Technical)

Sd/-

JUSTICE P.N. DESHMUKH
Member (Judicial)

VEDANT

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Item 59

CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018 in CP 88/MB/2015

CORAM:

SH. KAPAL KUMAR VOHRA
HON'BLE MEMBER (T)

JUSTICE P. N. DESHMUKH (Retd.)
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **06.06.2022**

NAME OF THE PARTIES: - **Supreme Transport Organisation Pvt. Ltd.**
Vs
Satish Kisanlal Agarwal

Appearance (via video-conference):
For the Applicant : Dr. S. K. Jain
For the Respondent : None

Section 397-398 of Companies Act, 2013

ORDER

Due to paucity of time matter could not be heard. List this matter on

03.08.2022.

Sd/-

K. K. VOHRA
Member (Technical)

Sd/-

JUSTICE P. N. DESHMUKH
Member (Judicial)

ANKIT

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National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL

COURT-I, MUMBAI BENCH

Item 52

CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018In CP 88/MB/2015

CORAM:

SH. K.K. VOHRA — HON'BLE MEMBER (T)

JUSTICE P. N. DESHMUKH (Retd.) — HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **25.03.2022**

NAME OF THE PARTIES: - **Shallen V. Vaid**
V/s
Offshore Hookup & Construction Services (I) Pvt Ltd.

Appearance (via video-conference):

For the Applicant :

For the Respondent :

Section 397-398 of the Companies Act, 2013

ORDER

Due to paucity of time the matter could not be taken up today. Accordingly, list this matter on **06.06.22.**

Sd/-

K.K. VOHRA
Member (Technical)

Sd/-

JUSTICE P. N. DESHMUKH
Member (Judicial)

Amol

राष्ट्रीय कम्पनी विधि अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

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IN THE NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI
SPECIAL BENCH

ITEM No.**44**

CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018 in CP 88/2015

IN THE MATTER OF:

Supreme Transport Organisation Pvt. Ltd. .... Petitioner
V/s
Satish Kisanlal Agarwal .... Respondent

Order under Section 397-398 of the Companies Act, 1956

Order delivered on **12.01.2022**

CORAM:
MS. SUCHITRA KANUPARTHI,
HON'BLE MEMBER (JUDICIAL)

SH. KAPAL KUMAR VOHRA
HON'BLE MEMBER (TECHNICAL)

PRESENT:

For the Petitioner:

For Respondent:

ORDER

Due to paucity the matter could not be taken up today. List the matter on **25.03.2022.**

Sd/-

(SUCHITRA KANUPARTHI)
MEMBER (JUDICIAL)

Sd/-

(KAPAL KUMAR VOHRA)
MEMBER (TECHNICAL)

VEDANT

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IN THE NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI BENCH

ITEM No. 49

CA 20/2016, CA 76/2016, CA 38/2017, CA 80/2017 & CA 501/2018 In CP 88/MB/2015

IN THE MATTER OF

Supreme Transport Organisation Pvt. Ltd. ... Petitioner
Vs
Satish Kisanlal Agarwal ... Respondent

U/s 397-398 & 402 of the Companies Act, 1956
Order Delivered on **09.11.2021**

CORAM:
JUSTICE RAMALINGAM SUDHAKAR
HON'BLE PRESIDENT

SH. KAPAL KUMAR VOHRA
HON'BLE MEMBER (TECHNICAL)

PRESENT:
For the Petitioner: Adv. Dr. S.K.Jain

For the Respondent: Adv. Shivani Soni i/b Rakesh Singh

ORDER

List the matter on **12.01.2022.**

Sd/-
(JUSTICE RAMALINGAM SUDHAKAR)
HON'BLE PRESIDENT

Sd/-
(KAPAL KUMAR VOHRA)
MEMBER (TECHNICAL)

राष्ट्रीय कंपनी विधि अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
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NATIONAL COMPANY LAW TRIBUNAL
COURT No. – I, MUMBAI BENCH

*** *** ***

CP No. 88/MB/2015

Supreme Transport Organisation Pvt. Ltd.
V/s
Satish Kisanlal Agarwal

*** *** ***

Dated 19th January, 2021

ORDER

The matter is taken up on VC. Ms. Shivani Soni, Counsel for the Petitioner and Mr. S. K. Jain, Practising Company Secretary for the Respondents are present.

It is submitted that Counsel for the Petitioner has filed substitution Application on 13/08/2018 bearing diary No. 25255 of 2018. She is unable to give CA Number. Office to check. The Registry is directed to list that Application for the consideration before this Bench on 29/01/2021 for hearing.

Counsel for the Respondents submits that they could not put in the reply to the Application. The Application being one for substitution needs to be taken before the other Applications. List the matter on 29/01/2021. The Registry is directed to list all the pending Applications in this matter on the next date of hearing.

Sd/-
V. NALLASENAPATHY
Member (Technical)

Sd/-
JANAB MOHAMMED AJMAL
Member (Judicial)

Steno : Vedant Kedare

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IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

TCP. 88/397-398/2015
IA 80/2017 MA 546/2017
MA 501/2018 MA 1029/2019

CORAM: SMT. SUCHITRA KANUPARTHI
MEMBER (J)
SHRI V. NALLASENAPATHY
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 20.02.2020

NAME OF THE PARTIES: Satish Kisanlal Agarwal
V/s
Supreme Transport Organisation Pvt Ltd

Section 397-398 of Companies Act 2013.

ORDER

51. IA 80/2017 MA 546/2017 MA 501/2018 MA 1029/2019TCP 88/397-398/2015

Due to paucity of time, list the matter on 03.04.2020.

Sd/-
V. NALLASENAPATHY
Member (Technical)

Sd/-
SUCHITRA KANUPARTHI
Member (Judicial)

राष्ट्रीय कम्पनी विधि अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

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IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

TCP 88/397-398/2015
IA 80/2017 MA 546/2017
MA 501/2018 MA 1029/2019

CORAM: SHRI BHASKARA PANTULA MOHAN
MEMBER (J)
SHRI RAJESH SHARMA
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 16.01.2020

NAME OF THE PARTIES: Satish Kisanlal Agarwal
V/s
Supreme Transport Organisation Pvt Ltd

Section 397-398 of Companies Act 1956.

ORDER

172. IA 80/2017, MA 546/2017, MA 501/2018, MA 1029/2019 In T.C.P. 88/397-398/(MB)/2015

Counsel for the Petitioner and Counsel for the Respondent is present. List the matter on 20.2.2020.

Sd/-

RAJESH SHARMA
Member (Technical)

Sd/-

BHASKARA PANTULA MOHAN
Member (Judicial)

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

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IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

T.C.P.88/397-398/2015
IA 80/2017, MA 546/2017
MA 501/2018, MA 1029/2019

CORAM: SHRI RAJESH SHARMA
MEMBER (T)

SHRI BHASKARA PANTULA MOHAN
MEMBER (J)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 21.11.2019

NAME OF THE PARTIES: Satish Kisanlal Agarwal
V/s
Supreme Transport Organisation Pvt Ltd

Section 397-398 of Companies Act 1956.

ORDER

196. **IA 80/2017, MA 546/2017, MA 501/2018, MA 1029/2019In T.C.P.88/397-398/2015**

Due to paucity of time, list the matter on 16.1.2020.

Sd/-
RAJESH SHARMA
Member (Technical)

Sd/-
BHASKARA PANTULA MOHAN
Member (Judicial)

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IN THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH, MUMBAI

TCP 88/2015
IA 80/2017
MA 546/2017
MA 501/2018
MA 1029/2018

CORAM: SHRI V. P. SINGH
MEMBER (J)
SHRI RAJESH SHARMA
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 18.9.2019

NAME OF THE PARTIES: Satish Kisanlal Agrawal
V/s
Supreme Transport Organization Pvt Ltd.

Section 397-398 of the Companies Act, 1956

ORDER

145. **IA 80/2017, MA 546/2017, MA 501/2018, MA 1029/2019 In TCP 88/397-398/2015**

It is owing to the paucity of time; case is adjourned for 21.11.2019.

Sd/-
RAJESH SHARMA
Member (Technical)

Sd/-
V. P. SINGH
Member (Judicial)

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
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IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

TCP 88/397-398/2015
IA 80/2017, MA 546/2017, MA 501/2018,
MA 1029/2019, MA 1518/2019

CORAM: SHRI V. P. SINGH
MEMBER (J)
SHRI RAJESH SHARMA
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 6.8.2019

NAME OF THE PARTIES: Satish Kisanlal Agarwal

V/s

Supreme Transport Organisation Pvt Ltd

Section 397-398 of the Companies Act, 2013.

ORDER

28. IA 80/2017, MA 546/2017, MA 501/2018, MA 1029/2018, MA 1518/2019 in TCP 88/397-398/2015

Heard the argument of the Ld. PCS for the applicant in MA 1029/2019 and MA 1518/2019. It is reserved for Orders.

List all other pending MAs on 18.9.2019

Sd/-
RAJESH SHARMA
Member (Technical)

Sd/-
V. P. SINGH
Member (Judicial)

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IN THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH, MUMBAI

TCP 88/397-398/2015

IA 80/2017, MA 546/2017, MA 501/2018, MA 1029/2019, MA 1518/2019

CORAM: SHRI V. P. SINGH
MEMBER (J)
SHRI RAVIKUMAR DURAISAMY
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 23.7.2019

NAME OF THE PARTIES: Satish Kisanlal Agarwal
Vs
Supreme Transport Organisation Pvt Ltd

Section 397-398 of the Companies Act, 1956.

ORDER

27. IA 80/2017, MA 546/2017, MA 501/2018, MA 1029/2019, MA 1518/2019 in TCP 88/397-398/2015

List on 6.8.2019

Sd/-
RAVIKUMAR DURAISAMY
Member (Technical)

Sd/-
V. P. SINGH
Member (Judicial)

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IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

TCP 88/397-398/2015
IA 80/2017, MA 546/2017,
MA 501/2018, MA 1029/2019,
MA 1518/2019

CORAM: SHRI V. P. SINGH
MEMBER (J)
SHRI RAVIKUMAR DURAISAMY
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 5.7.2019

NAME OF THE PARTIES: Satish Kisanlal Agarwal

Vs

Supreme Transport Organization Pvt. Ltd.

Section 397-398 of the Companies Act, 1956.

ORDER

24. **IA 80/2017, MA 546/2017, MA 501/2018,MA 1029/2019,MA 1518/2019 In TCP 88/397-398/2015**

Heard the part argument of the PCS representing the Petitioner.

List on 23.7.2019 as a part-heard the case.

Parties are directed to file hard and soft copy of the written submission with further direction to send the same on the email id of the Registrar, NCLT, Mumbai Bench.

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Sd/-
RAVIKUMAR DURAISAMY
Member (Technical)

Sd/-
V. P. SINGH
Member (Judicial)

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IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

TCP.88/397-398/MB/2015
IA 80/2017, MA 546/2017, MA 501/2018,
MA 1029/2019

CORAM: SHRI V. P. SINGH
MEMBER (J)
SHRI RAVIKUMAR DURAISAMY
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 1.7.2019

NAME OF THE PARTIES: Satish Kisanlal Agarwal

V/s
Supreme Transport Organization Pvt. Ltd

Section 397-398 of the Companies Act, 1956

ORDER

53. **IA 80/2017, MA 546/2017, MA 501/2018, MA 1029/2019 in TCP 88/397-398/2015**

Counsel representing the Petitioner requested for an adjournment. Prayer is allowed.

List on 5.7.2019.

Sd/-

RAVIKUMAR DURAISAMY
Member (Technical)

Sd/-

V. P. SINGH
Member (Judicial)

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NATIONAL COMPANY LAW TRIBUNAL
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IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

TCP 88/397-398/2015

CORAM: SHRI V. P. SINGH
MEMBER (J)
SHRI RAVIKUMAR DURAISAMY
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 24.6.2019

NAME OF THE PARTIES: Satish Kisanlal Agarwal

Vs

Supreme Transport Organisation Pvt Ltd.

Section 397-398 of the Companies Act, 1956.

ORDER

27. **MA 1518/2019, MA 1029/2019 INTCP 88/397-398/2015**

List on 5.7.2019 for hearing at 1:00 p.m.

Sd/-
RAVIKUMAR DURAISAMY
Member (Technical)

Sd/-
V. P. SINGH
Member (Judicial)

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IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

TCP.88/397-398/2015
MA 1518/2019, MA 1029/2019

CORAM: SHRI V. P. SINGH
MEMBER (J)
SHRI RAVIKUMAR DURAISAMY
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 11.6.2019

NAME OF THE PARTIES: Satish Kisanlal Agarwal

V/s

Supreme Transport Organisation Pvt. Ltd.

Section 397-398 of the Companies Act, 1956

ORDER

12. **MA 1518/2019, MA 1029/2019 IN TCP 88/397-398/2015**

List on 24.6.2019.

Sd/-
RAVIKUMAR DURAISAMY
Member (Technical)

Sd/-
V. P. SINGH
Member (Judicial)

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IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

TCP 88/397-398/2015
MA 1518/2019, MA 1029/2019

CORAM: SHRI V. P. SINGH
MEMBER (J)
SHRI RAVIKUMAR DURAISAMY
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 27.5.2019

NAME OF THE PARTIES: Satish Kisanlal Agarwal

Vs

Supreme Transport Organisation Pvt Ltd

Section 397-398 of the Companies Act, 1956.

ORDER

56. MA 1518/2019, MA 1029/2019 in TCP 88/397-398/2015

List on 11.6.2019.

Sd/-
RAVIKUMAR DURAISAMY
Member (Technical)

Sd/-
V. P. SINGH
Member (Judicial)

राष्ट्रीय कंपनी विधि अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

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THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH – I,
MUMBAI

MA 1029/2019 IN TCP - 88/397-398/MB/2015

CORAM : SHRI V.P. SINGH, MEMBER (J)
SHRI RAVIKUMAR DURAISAMY, MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON **15.03.2019**

NAME OF THE PARTIES: **SATISH KISANLAL AGARWAL**

v/s

SUPREME TRANSPORT ORGANISATION PVT.LTD.

SECTIONS 397-398 OF THE COMPANIES ACT, 1956

ORDER

1. MA 1029/2019 IN TCP - 88/397-398/MB/2015

MA 1029/2019 has been filed on behalf of Supreme Transport Organisation Pvt Ltd relating to CP 88/2015 for issuing directions to ROC, Maharashtra, Mumbai to unflag the Applicant No.1 company marked as Company having Management Dispute.

Petitioner has sought relief against ROC, but Petitioner has not impleaded ROC as a party respondent in this application.

Petitioner is directed to implead ROC as a party Respondent in the case.

Let notice be issued against the Respondent i.e. original Respondent in CP No.88 of 2015. The counter affidavit may be filed within 15 days from the service of the notice.

Petitioner to file Affidavit of service within seven days.

List on 29.4.2019.

Sd/-
RAVIKUMAR DURAISAMY
Member (Technical)

Sd/-
V. P. SINGH
Member (Judicial)

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IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

TCP 88/397-398/2015
IA 80/2017, MA 546/2017, Ma 501/2018

CORAM: SHRI V. P. SINGH
MEMBER (J)
SHRI RAVIKUMAR DURAISAMY
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 31.1.2019

NAME OF THE PARTIES: Satish Kisanlal Agarwal

Vs

Supreme Transport Organisation Pvt Ltd.

Section 397-398 of the Companies Act, 1956.

ORDER

54. IA 80/2017; MA 546/2017; MA 501/2018 IN TCP 88/2015

It is owing to the paucity of time; the case is adjourned for 29.4.2019.

Sd/-
RAVIKUMAR DURAISAMY
Member (Technical)

Sd/-
V. P. SINGH
Member (Judicial)

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NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH – I,
MUMBAI

IA 80/2017
MA 546/2017
MA 501/2018
IN TCP 88/397-398/MB/2015

CORAM : SHRI V.P. SINGH, MEMBER (J)
SHRI RAVIKUMAR DURAISAMY, MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON **17.12.2018**

NAME OF THE PARTIES: **SATISH KISANLAL AGARWAL**

v/s.

SUPREME TRANSPORT ORGANIZATION PVT.LTD.

SECTIONS 397-398 OF THE COMPANIES ACT, 1956

ORDER

36. IA 80/2017
MA 546/2017
MA 501/2018
IN TCP 88/397-398/MB/2015

Practising Company Secretary for the Petitioner and Counsel for the Respondent is present.

At request of the parties, list on 31.1.2019.

Sd/-
RAVIKUMAR DURAISAMY
Member (Technical)

Sd/-
V. P. SINGH
Member (Judicial)

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IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

TCP 88/397-398/2015
IA 80/2017, MA 546/2017, Ma 501/2018

CORAM: SHRI V. P. SINGH
MEMBER (J)
SHRI RAVIKUMAR DURAISAMY
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 22.10.2018

NAME OF THE PARTIES: Satish Kisanlal Agarwal

Vs

Supreme Transport Organisation Pvt Ltd.

Section 397-398 of the Companies Act, 1956.

ORDER

30. **IA 80/2017, MA 546/2017, MA 501/2018 in TCP 88/397-398/2015**

No one responds from the Petitioner side. Practising Company Secretary for the Respondent is present. Respondent has informed that Petitioner 1 is expired and substitution application is pending.

List on 17.12.2018 for hearing.

Sd/-
RAVIKUMAR DURAISAMY
Member (Technical)

Sd/-
V. P. SINGH
Member (Judicial)

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NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

IA 80/2017, MA 546/2017 & MA 501/2018
in TCP-88(MB)/2015

CORAM: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI RAVIKUMAR DURAISAMY
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 31.08.2018

NAME OF THE PARTIES: Satish Kisanlal Agarwal
v/s.
Supreme Transport Organisation Pvt. Ltd.

SECTION: 397-398 of Companies Act, 1956.

ORDER

At request of the Petitioner's Counsel, list this matter on **22.10.2018**.

SD/-

RAVIKUMAR DURAISAMY
Member (Technical)

SD/-

B.S.V. PRAKASH KUMAR
Member (Judicial)

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IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

TCP 88/397-398/2015
IA 80/2017, MA 546/2017, MA 501/2018

CORAM: SHRI B. S. V. PRAKASH KUMAR
MEMBER (J)
SHRI RAVIKUMAR DURAISAMY
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 13.08.2018

NAME OF THE PARTIES: Satish Kisanlal Agarwal

Vs

Supreme Transport Organisation Pvt Ltd

Section 397-398 of the Companies Act, 2013.

ORDER

24. **IA 80/2017, MA 546/2017, MA 501/2018 in TCP 88/397-398/2015**

At request of the Petitioner Counsel, list this matter on 31.8.2018.

501

RAVIKUMAR DURAISAMY
Member (Technical)

501

B.S.V. PRAKASH KUMAR
Member (Judicial)

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Deputy Registrar 11/07/2024
National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

T.C.P. No. 88/(MAH)/2015

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 13.06.2017

NAME OF THE PARTIES: Mr. Satish Kisanlal Agarwal & Ors.
V/s
M/s. Supreme Transport Organisation Pvt. Ltd. & Ors.

SECTION OF THE COMPANIES ACT: 397-398 of the Companies Act 1956 and 241-242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1	Dr S. K. Jain	PCS for Resp 1 to 5	
2.	Rishi Sood	Petitioners	
3.	Rakesh Singh	"	

ORDER

TCP 88/397-398/NCLT/MB/MAH/2015

Being reported that the pleadings are not completed, the parties are directed to complete pleadings by replies, if any, within 15 days hereof and rejoinders, if any, within 15 days thereof.

List this matter on 31.7.2017.

Sd/-

V. NALLASENAPATHY
Member (Technical)

Sd/-

B.S.V. PRAKASH KUMAR
Member (Judicial)

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National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

T.C.P. No. 88/(MAH)/2015

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 31.07.2017

NAME OF THE PARTIES: Satish Kisanlal Agarwal & Ors.
V/s
Supreme Transport Organisation Pvt. Ltd. & Ors.

SECTION OF THE COMPANIES ACT: 397-398 of the Companies Act 1956 and 241-242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1.	Rishi Sood	Adv. for Petitioners	
2.	D & S. K Jain	PCS for Petitioner 1 to 6	

ORDER

TCP 88/397-398/NCLT/MB/MAH/2015

For there being the numerous applications against each other, the parties are directed to file written submissions in all these applications by next date of hearing.

List this matter on 1.9.2017.

Sd/-
V. NALLASENAPATHY
Member (Technical)

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National Company Law Tribunal Mumbai Bench

Sd/-
B.S.V. PRAKASH KUMAR
Member (Judicial)

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

T.C.P. No. 88/(MAH)/2015
CA. No.

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 01.09.2017

NAME OF THE PARTIES: Mr. Satish Kisanlal Agarwal & Ors.
V/s
M/s. Supreme Transport Organisation Pvt. Ltd. & Ors.

SECTION OF THE COMPANIES ACT: 397-398 of the Companies Act 1956 and 241-242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
	Rakesh K. Singh	Advocate for P-1 to P-4	[signature]
	Dr S. K. Jain	PCS for R 2, 5, 6	[signature]

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

ORDER

TCP 88/397-398/NCLT/MB/MAH/2015

At request of the parties, list this matter on 18.9.2017.

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[signature] 11/07/2024
Deputy Registrar
National Company Law Tribunal Mumbai Bench

Sd/-

B.S.V. PRAKASH KUMAR
Member (Judicial)

177

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

T.C.P. No. 88/(MAH)/2015

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 18.09.2017

NAME OF THE PARTIES: Satish Kisanlal Agarwal & Ors.
V/s
Supreme Transport Organisation Pvt. Ltd. & Ors.

SECTION OF THE COMPANIES ACT: 397-398 of the Companies Act 1956 and 241-242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE

ORDER
TCP 88/397-398/NCLT/MB/MAH/2015

At request of the parties, list this matter on 6.11.2017.

Sd/

V. NALLASENAPATHY
Member (Technical)

Sd/

B.S.V. PRAKASH KUMAR
Member (Judicial)

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National Company Law Tribunal Mumbai Bench

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NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

178

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

T.C.P. No. 88/(MAH)/2015

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 06.11.2017

NAME OF THE PARTIES: Satish Kisanlal Agarwal & Ors.
V/s
Supreme Transport Organisation Pvt. Ltd. & Ors.

SECTION OF THE COMPANIES ACT: 397-398 of the Companies Act 1956 and 241-242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE

ORDER

TCP 88/397-398/NCLT/MB/MAH/2015

At request of the parties, list this matter on 15.11.2017.

Sd/-

V. NALLASENAPATHY
Member(Technical)

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11/07/2024
Deputy Registrar
National Company Law Tribunal Mumbai Bench

Sd/-

B. S. V. PRAKASH KUMAR
Member (Judicial)

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

179

T.C.P. No. 88/(MAH)/20

CORAM:

Present: SHRI B.S.V. PRAKASH KUI
MEMBEI

SHRI V. NALLASENAPATI
MEMBEF

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH
THE NATIONAL COMPANY LAW TRIBUNAL ON 15.11.2017

NAME OF THE PARTIES: Satish Kisanlal Agarwal & Ors.
V/s
Supreme Transport Organisation Pvt. Ltd. & Ors.

SECTION OF THE COMPANIES ACT: 397-398 of the Companies Act 195
and 241-242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1	Dr S.K. Jain	PCS for Resp. Nos 1 to 6	
2.	Sarang Parnaik a/w Rakesh K. Singh	Applicant/ Petitioner	

ORDER

TCP No. 88/397-398/NCLT/MB/MAH/2015

The Counsel for the Petitioner as well as Respondent are present.

At request of the parties, list this matter on **19.12.2017.**

Sd/

V. NALLASENAPATHY
Member (Technical)

Sd/

B.S.V. PRAKASH KUMAR
Member (Judicial)

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NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

180

T.C.P. No. 88/(MAH)/2015

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 19.12.2017

NAME OF THE PARTIES: Satish Kisanlal Agarwal & Ors.
V/s
Supreme Transport Organisation Pvt. Ltd. & Ors.

SECTION OF THE COMPANIES ACT: 397-398 of the Companies Act 1956 and 241-242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1.	Sarang Patwardhan i/b Adv. Rakesh R. Singh For the Petitioner	Advocate	

ORDER

TCP 88/397-398/NCLT/MB/MAH/2015

Owing to the demands of the Petitioner herein, at request of the Petitioner Counsel, list this matter on 12.2.2018.

Sd/-
V. NALLASENAPATHY
Member (Technical)

Sd/-
B.S.V. PRAKASH KUMAR
Member (Judicial)

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National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

T.C.P. No. 88/(MAH)/2015
M.A. No. 546/2017 & I.A. No. 80/2017

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 08.01.2018

NAME OF THE PARTIES: Satish Kisanlal Agarwal & Ors.
V/s
Supreme Transport Organisation Pvt. Ltd. & Ors.

SECTION OF THE COMPANIES ACT: 397-398 of the Companies Act 1956 and 241-242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE

ORDER

IA 80/2017 & MA 546/2017 in TCP No. 88/397-398/NCLT/MB/MAH/2015

None present.

In the interest of justice, list this matter on **19.01.2018**.

Sd/-

V. NALLASENAPATHY
Member (Technical)

Sd/-

B.S.V. PRAKASH KUMAR
Member (Judicial)

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National Company Law Tribunal Mumbai Bench

राष्ट्रीय कम्पनी विधि अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

182

T.C.P. No. 88/(MAH)/2015
M.A. No. 546/2017 & I.A. No. 80/2017

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 19.01.2018

NAME OF THE PARTIES: Satish Kisanlal Agarwal & Ors.
V/s
Supreme Transport Organisation Pvt. Ltd. & Ors.

SECTION OF THE COMPANIES ACT: 397-398 of the Companies Act 1956 and 241-242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1	Dr S. K. Jain	PCS for Resp/Applicants	

ORDER

IA 80/2017 & MA 546/2017 in TCP No. 88/397-398/NCLT/MB/MAH/2015

The Petitioners are absent.

The Respondent's side has filed an Application seeking leave of this Bench to sell two properties of R1 company already mortgaged with Kotak Mahindra Bank ltd. Since the Respondent's Counsel has stated that there is some urgency for disposal of this property so as to make payment to the banks, the Respondent's side is hereby directed to send this order copy to the Petitioners enabling them to present on next date of hearing to explain their concern in respect to the proposal for selling the properties, in the event the Petitioner failed to present on the next date of hearing, this Bench is constrained to pass orders on the Application moved by R1 company on the next date of hearing.

List this matter on **12.02.2018**.

Sd/

V. NALLASENAPATHY
Member (Technical)

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National Company Law Tribunal Mumbai Bench

Sd/

B.S.V. PRAKASH KUMAR
Member (Judicial)

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

IA 80/2017 & MA 546/2017
in TCP 88/2015

CORAM: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 12.02.2018

NAME OF THE PARTIES: Satish Kisanlal Agarwal
v/s.
Supreme Transport Organisation Pvt. Ltd.

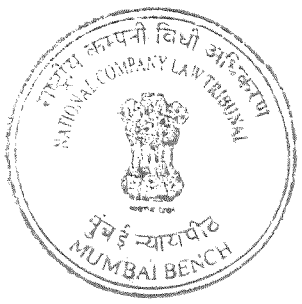
SECTION OF THE COMPANIES ACT: 397-398 of the Companies Act, 1956 & 241-242 of Companies Act, 2013.

ORDER

At request of the Petitioner's Counsel, list this matter on **06.03.2018.**

Sd/-

B.S.V. PRAKASH KUMAR
Member (Judicial)



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National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

T.C.P. No. 88/2015

CORAM: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 12.02.2018

NAME OF THE PARTIES: Satish Kisanlal Agarwal
v/s.
Supreme Transport Organisation Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397-398 of the Companies Act, 1956 & 241-242 of Companies Act, 2013.

ORDER

At request of the Petitioner's Counsel, list this matter on **06.03.2018**.

Sd/-

B.S.V. PRAKASH KUMAR
Member (Judicial)

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National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

IA 80/2017 & MA 546/2017
in TCP 88(MB)/2015

CORAM: SHRI. B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI. RAVIKUMAR DURAISAMY
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 03.04.2018

NAME OF THE PARTIES: Satish Kisanlal Agarwal
v/s.
Supreme Transport Organisation Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397-398 of the Companies Act, 1956.

ORDER

At request of the Petitioner's Counsel, list this matter on 04.05.2018.

Sd/

RAVIKUMAR DURAISAMY
Member (Technical)

Sd/

B.S.V. PRAKASH KUMAR
Member (Judicial)

राष्ट्रीय कंपनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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11/07/2024
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National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

IA 80/2017 & MA 546/2017
in TCP 88(MB)/2015

CORAM: SHRI. B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI. RAVIKUMAR DURAISAMY
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON **03.04.2018**

NAME OF THE PARTIES: Satish Kisanlal Agarwal
v/s.
Supreme Transport Organisation Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397-398 of the Companies Act, 1956.

ORDER

At request of the Petitioner's Counsel, list this matter on **04.05.2018.**

Sd/-
RAVIKUMAR DURAISAMY
Member (Technical)

Sd/-
B.S.V. PRAKASH KUMAR
Member (Judicial)

राष्ट्रीय कम्पनी विधि अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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On 11/07/2024

Deputy Registrar 11/07/2024
National Company Law Tribunal Mumbai Bench

THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI DIVISION – I,
MUMBAI

IA 80/2017
In TCP 88/397-398/(MB)/2015

CORAM : SHRI B.S.V. PRAKASH KUMAR, MEMBER (J)
SHRI RAVIKUMAR DURAISAMY, MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON **4.05.2018**

NAME OF THE PARTIES: **Satish Kisanlal Agarwal**

v/s.

Supreme Transport Organisation Pvt. Ltd

SECTION OF THE COMPANIES ACT: 397-398 OF 1956

Order

29. IA 80/2017 &MA 546/2017 In TCP 88/397-398/(MB)/2015

At request of the Petitioner Counsel, list this matter on 14.06.2018

Sd/-
RAVIKUMAR DURAISAMY
Member (Technical)

Sd/-
B.S.V. PRAKASH KUMAR
Member (Judicial)

राष्ट्रीय कम्पनी विधि अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

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Deputy Registrar
National Company Law Tribunal Mumbai Bench

THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI DIVISION – I,
MUMBAI

IA 80/2017 & MA 546/2017
IN TCP 88/397-398/(MB/2015

CORAM : SHRI M. K. SHRAWAT, MEMBER (J)
SHRI RAVIKUMAR DURAISAMY, MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON **14.06.2018**

NAME OF THE PARTIES: **SATISH KISANLAL AGARWAL**

v/s.

SUPREME TRANSPORT ORGANIZATION PVT.LTD.

SECTION OF THE COMPANIES ACT: 397-398 of Companies Act, 1956

ORDER

19. IA 80/2017 & MA 546/2017 IN TCP 88/397-398/(MB/2015

The Petitioner Counsel submitted that he has filed a new MA having diary No.16367 dated 11.5.2018, the same is yet to be numbered by the Registry. The Registry is hereby directed to allot regular MA Number as the Petitioner Counsel sought expeditious hearing.

Therefore, post this matter for hearing on 9.7.2018.

Sd/-

RAVIKUMAR DURAISAMY
Member (Technical)

Sd/-

M. K. SHRAWAT
Member (Judicial)

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

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Deputy Registrar 11/07/2024
National Company Law Tribunal Mumbai Bench

THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI DIVISION – I,
MUMBAI

TCP 88/397-398/MB/2015

CORAM : SHRI M. K. SHRAWAT, MEMBER (J)
SHRI RAVIKUMAR DURAISAMY, MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON **20.04.2018**

NAME OF THE PARTIES: **Satish Kisanlal Agarwal**

v/s.

Supreme Transport Organization Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397-398 of Companies Act, 1956

ORDER

9. TCP 88/397-398/MB/2015

None present. By the Order of the Bench, this matter is adjourned to 2.7.2018

Sd/-
RAVIKUMAR DURAISAMY
Member (Technical)

Sd/-
M. K. SHRAWAT
Member (Judicial)

राष्ट्रीय कम्पनी विधि अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

TCP-88(MB)/2015

CORAM: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI RAVIKUMAR DURAISAMY
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON **02.07.2018**

NAME OF THE PARTIES: Satish Kisanlal Agarwal
v/s.
Supreme Transport Organisation Pvt. Ltd.

SECTION: 397-398 of Companies Act, 1956.

ORDER

None present.

In the interest of justice, list this matter on **09.07.2018.**

Sd/-
RAVIKUMAR DURAISAMY
Member (Technical)

Sd/-
B.S.V. PRAKASH KUMAR
Member (Judicial)

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National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

IA 80 & MA 546/2017, MA 501/2018
in TCP-88(MB)/2015

CORAM: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI RAVIKUMAR DURAISAMY
MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 09.07.2018

NAME OF THE PARTIES: Satish Kisanlal Agarwal
v/s.
Supreme Transport Organisation Pvt. Ltd.

SECTION : 397-398 of Companies Act, 1956.

ORDER

Counsel for the Petitioner is present. None present from the said of Respondent.

At request of the Petitioner's Counsel, list this matter on 30.07.2018.

Sd/-

RAVIKUMAR DURAISAMY
Member (Technical)

Sd/-

B.S.V. PRAKASH KUMAR
Member (Judicial)

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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National Company Law Tribunal Mumbai Bench

THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI DIVISION – I,
MUMBAI

IA 80/2017
MA 546/2017
MA 501/2018
IN TCP 88/397-398/MB/2015

CORAM : SHRI B.S.V. PRAKASH KUMAR, MEMBER (J)
SHRI RAVIKUMAR DURAISAMY, MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON **30.07.2018**

NAME OF THE PARTIES: **SATISH KISANLAL AGARWAL**

v/s.

SUPREME TRANSPORT ORGANIZATION PV.LTD.

SECTION OF THE COMPANIES ACT : SECTIONS 397-398 OF THE COMPANIES ACT, 1956.

ORDER

20. IA 80/2017
MA 546/2017
MA 501/2018 IN TCP 88/397-398/MB/2015

For the parties have reported Petitioner No.1 has demised, the Petitioner is hereby directed to take further steps within 15 days hereof, list this matter on 13.8.2018 for hearing.

SD/-

RAVIKUMAR DURAISAMY
Member (Technical)

SD/-

B.S.V. PRAKASH KUMAR
Member (Judicial)

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Deputy Registrar
National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI BENCH

Item 63

CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018 CA 625/2022 IN CP 88/MB/2015

CORAM:
SH. SHYAM BABU GAUTAM
HON'BLE MEMBER (T)

JUSTICE P.N. DESHMUKH (Retd.)
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **24.01.2023**

NAME OF THE PARTIES : **Supreme Transport Organisation Pvt. Ltd.**
V/s
Satish Kisanlal Agarwal.

Appearance (via video-conference):
For the Applicant in IA 625/2022 : Nagesh Sr. Adv with Ms Lakshmi Gurung, Mr. Manish G Varma, Ms. Surbhi Soni, Ms Mampy Karmakar
For the Respondent : None present

Section397-398 of the Companies Act, 1956

ORDER

Court Convened through virtual hearing, however, the matter could not be heard due to paucity of time. List this Matter on Board on **03.02.2023.**

Sd/-
SHYAM BABU GAUTAM
Member (Technical)

Sd/-
JUSTICE P.N. DESHMUKH
Member (Judicial)

Jagdish

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

C.P No. 88/(MAH)/2015
CA No.

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 06.10.2016

NAME OF THE PARTIES: Mr. Satish Kisanlal Agarwal & Ors.
V/s.
M/s. Supreme Transport Organisation Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397/398 & 235 of the Companies Act 1956 and 241/242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
①	Mr. Onkar Chandurkar	Counsel for Respondent	
②	Mr. S.K. Jain	for Respondent	
3	Rishi Sood	for P-3 & P-4	
4	Rakesh K. Singh Sudip Mallick Dipti Sharma	} Adv for P1 & P2	

Order

CP. No. 88/397-398,235/CLB/MB/MAH/2015

On seeing that there are no serious efforts by Respondents for settlement in this case, it is better to post this matter for hearing; instead of giving time on the ground settlement proposal is in process.

In view of the same, list this matter for hearing on 07.12.2016

Sd/-
B.S.V. PRAKASH KUMAR
Member (Judicial)

Sd/-
V. NALLASENAPATHY
Member (Technical)

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

Certified True Copy
Copy Issued "free of cost"
On 11/07/2024
Deputy Registrar 11072024
National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

C.P No. 88/(MAH)/2015
CA No.

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 07.12.2016

NAME OF THE PARTIES: Mr. Satish Kisanlal Agarwal & Ors.
V/s.
M/s. Supreme Transport Organisation Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397/398 & 235 of the Companies Act 1956 and 241/242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1	M.S. BHARDWAJ	Adv for Respondents	
2.	RISHI SOOD	Adv. for Petitioners	
3	Dr S.K. Jain PCS for Respondent		

Order

CP No. 88/397-398, 235/CLB/MB/MAH/2015

The Respondents filed CA 75 of 2016 seeking the reliefs as follows:

(i) *Remove the Petitioner No.4 as Director of the Respondent No.1 Company as his continuation is causing irreparable harm and damage to the goodwill, business and reputation of the Respondent No.1 company;*

(ii) *Vary and/or modify the Order dated 13.1.2016 passed by this Hon'ble Company Law Board to the extent it contains directions to the Respondent No.1 Company to inform the Petitioners on daily basis about the expenses incurred by the Respondent No.1 Company along with all Financial Transactions;*

(iii) *To pass any such Order or Orders as this Hon'ble Board deems fit;*

Cont... on pg.2

Looking at the Petition, it appears that the Respondents want removal of P4 as Director of the company on the allegation that P4 has siphoned funds of the company. For which it appears they filed a complaint before EOW and the investigation is pending. As to other relief, the Respondents sought modification to the Order to change the direction of informing the Petitioners on daily basis about expenses incurred by R1 company along with the financial transactions.

In respect to this relief, for the Petitioners having candidly come forward to agree to take information on weekly basis instead of daily basis, the Order dated 13.1.2016 to the extent of giving information on daily basis is hereby modified directing the Respondents to provide information without fail in relation to the expenditure and all financial transactions on weekly basis since 1.4.2016.

On hearing the deliberations of the other side in respect to account in Bank of Baroda situated in Malegaon, for the Petitioners side has agreed to give financial statements of that account on weekly basis to the Respondents, the Petitioners are directed to give financial statements and other details in respect to that Account on weekly basis since 1.4.2016.

As to removal of P4 as Director of the company is a point to be decided in the Main Petition, that will be taken into consideration while hearing the main Petition.

Though it goes without saying that the parties are not expected to seek modification or variation of orders already decided on merits, for there being consensus between the parties, the order dated 13.1.2016 is modified as above on the consensus arrived between the parties.

Accordingly, CA 75/2016 is hereby disposed of.

List other applications if any pending, with CP 19/2016 u/s.58, 59 for hearing on 17.1.2017.

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On 11/07/2024
Deputy Registrar 11/07/2024
National Company Law Tribunal Mumbai Bench

Sd/-
B.S.V. PRAKASH KUMAR
Member (Judicial)

Sd/-
V. NALLASENAPATHY
Member (Technical)

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

C.P No. 88/(MAH)/2015
IA No. 16/2015

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 21.12.2016

NAME OF THE PARTIES: Mr. Satish Kisanlal Agarwal & Ors.
V/s.
M/s. Supreme Transport Organisation Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397/398 & 235 of the Companies Act 1956 and 241/242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1	D V S. K Jain	PCS for Resp	
2	Rakesh K. Singh	Advocate for Applicant	

Order

IA No.16/2015 in CP No.88/397-398,235/CLB/MB/MAH/2015

For there being no objection by the Petitioners for tagging this Company Application along with main Company Petition, the Respondent side is hereby directed to file reply to this Application within 10 days hereof and rejoinder if any, within 10 days thereof. If at all such resolutions have been passed, the Respondent is directed to file copies of the same before this Bench along with their reply.

Post this Application along with the main Company Petition for Final hearing on 17.1.2017.

Sd/-

B.S.V. PRAKASH KUMAR
Member (Judicial)

Sd/-

V. NALLASENAPATHY
Member (Technical)

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11/07/2024
Deputy Registrar
National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

T.C.P. No. 88/(MAH)/2015
CA. No.

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 17.01.2017

NAME OF THE PARTIES: Mr. Satish Kisanlal Agarwal & Ors.
V/s
M/s. Supreme Transport Organisation Pvt. Ltd. & Ors.

SECTION OF THE COMPANIES ACT: 397-398 of the Companies Act 1956 and 241-242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
15	Sarangi A.M.	Advocate for Resp. 2, 5, 6	
	DrG Kisan	PCS for Resp	

Order

TCP No.88/397-398/CLB/MB/MAH/2015

On the Application moved by the Petitioner side, the Respondent side is hereby directed to file reply within ten days hereof, rejoinder if any, within 10 days thereof.

List this matter for hearing along with the main Company Petition on 14.2.2017.

Sd/-
B.S.V. PRAKASH KUMAR
Member (Judicial)

Sd/-
V. NALLASENAPATHY
Member (Technical)

राष्ट्रीय कम्पनी विधि अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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Deputy Registrar 11/07/2024
National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

C.P No. 88/(MAH)/2015

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 14.02.2017

NAME OF THE PARTIES: Mr. Satish Kisanlal Agarwal & Ors.
V/s.
M/s. Supreme Transport Organisation Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397/398 & 235 of the Companies Act 1956 and 241/242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1.	Rishi Sood	Adv. for Petitioners	

Order

TCP No. 88/397-398 & 235/NCLT/MB/MAH/2015

At request of the parties, list this matter for hearing on 27.2.2017

Sd/-

B.S.V. PRAKASH KUMAR
Member (Judicial)

Sd/-

V. NALLASENAPATHY
Member (Technical)

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

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11/07/2024
Deputy Registrar
National Company Law Tribunal Mumbai Bench

200

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

C.P No. 88/(MAH)/2015

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 27.02.2017

NAME OF THE PARTIES: Mr. Satish Kisanlal Agarwal & Ors.
V/s.
M/s. Supreme Transport Organisation Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397/398 & 235 of the Companies Act 1956 and 241/242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1.	Lakshmi Gurung,	Advocate for P-1, P-2 & P-3	
	Rakesh K. Singh	Advocate for P-4	

ORDER

C.P. No. 88/235,397-398/CLB/MB/MAH/2015

At request of the parties, list this matter on **24.03.2017**.

Sd/-

B.S.V. PRAKASH KUMAR
Member (Judicial).

THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH-I

Contempt Application 04 OF 2023
In
Company Application 625 OF 2022
In
Company Petition 88 OF 2015

Vs.

Supreme Transport Organisation Pvt. Ltd. & Others

...Respondents

Order delivered on: 19/12/2023

Coram:

Shri Prabhat Kumar
Hon'ble Member (Technical)

Justice Shri V.G. Bisht
Hon'ble Member (Judicial)

Appearances (via videoconferencing):

For the Applicant : Mr. Rishi Sood a/w Ms. Surbhi Soni, Advocate

For the Respondent : Ms. Mily Ghoshal a/w Ms. Sophia, Advocate

ORDER

Per: V.G. Bisht, Member (Judicial)

1. This Contempt Application No. 4/2023 has been filed by Shri Vimal Agrawal and Shri Girish Agrawal ("Applicants") against Shri Kamal N Agrawal, Shri Anmeet Kamal Agrawal and Shri Akash Kamal Agrawal ("Contemnor No1, 2 & 3" respectively) in the matter of proceeding u/s 397-398 of the Companies Act, 1956 in CP No. 88/2015 in case of Supreme Transport Organisation Private Limited. The Applicant has sought following reliefs:

202

THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH-I

Contempt Application 04 OF 2023

Under Section 425 of the Companies Act, 2013

Mr. Vimal Agrawal & Another

...Applicant

Vs.

Mr. Kamal N. Agrawal & others

...Contemnors

In

Company Application 625 OF 2022

Under Companies Act, 2013

Mr. Vimal Agrawal & Another

...Applicant

Vs.

Supreme Transport Organisation Pvt. Ltd. & Others

...Respondent

In the matter of

Company Petition 88 OF 2015

Under Section 397-398 of the Companies Act, 1956

Mr. Satish Kisanlal Agrawal (Deceased) & others

...Petitioners

a. Hold the Contemnors guilty of contempt for wilfully disobeying the Order dated 05.12.2022 of this Hon'ble Tribunal and punish them with strict imprisonment and severe fine;
b. To cancel all the sale transactions undertaken in violation of the orders of this Hon'ble Tribunal dated 25.04.2017 and 05.12.2022;
c. Cancel the sale of Aircraft VT-UDN Cessna Grand Caravan currently lying at the Mundra Sea Port and bring it back to the Company:
d. In the alternative deposit the market value of the assets of the Company Le Rs.9 crores on account of sale of property at Kanakia Wall Street, Mumbai plus Rs. 1 crore on account of sale of property at Ahmedabad plus Rs.15 crores on account of sale of Vehicles plus Rs. 4.5 crores on account of sale of aircraft all totaling to Rs. 29.5 crores plus sale proceeds arising out of sale of any other properties;
e. Direct deposit of passports of the Contemnors before this Hon'ble Tribunal and direct them not to leave India;
f. Direct the Contemnors to pay the cost of this Petition;
g. Direct any further order(s)/directions be passed as this Hon'ble Tribunal may deem fit.

2. This Tribunal vide order dated 05.12.2022 had directed the Contemnor No.1 to 3 who were Respondent No.2, 5 & 6 in CP 88/2015 to maintain status-quo (as on today) till next date of hearing i.e. 24.01.2023. This status-quo was in relation to sale of properties of Respondent Company apprehended by the Petitioners.

3. The Applicants have filed the present Contempt Petition under section 425 OF the Companies Act, 2013 for wilful disobedience of the order dated 05.12.2022 of this Tribunal, by the Contemnors herein who are the

Respondent Nos. 2, 5 and 6 in the main Company Petition No. 88(MB) of 2015 and are in charge of the day-to-day affairs of the Respondent Company.

4. It is the case of the Applicant that the Contemnor No.1 to 3 are in charge of the day to day affairs of the Respondent Company and are bound by the orders of this Bench. While they had represented before this Tribunal on 25.04.2017, which is recorded in the daily order passed on that day, that company is not selling any property and this Tribunal had ordered status-quo on 05.12.2022 taking note of this record. However, the applicants came across one advertisement in the newspaper "The Times of India, Mumbai Edition, dated 20.01.2023" by Mr. Bhalchandra H Nikte, Advocate for Nikte & Nikte, having office at 201, Amelia, Near Hotel Ambassador, Model Colony, Shivaji Nagar, Pune-411016, contact details 020-25651112/13 seeking to investigate the clear and marketable title of all piece and parcel of Final Plot admeasuring 5460 sq.mtrs carved out of Survey No.103/12/A area admeasuring 2810 sq.mtr, Survey No. 103/2, area admeasuring 430 Sq.mtr & Survey No. 102/2/A area admeasuring 2220 sq.mtr located at village Khanwale, Taluka Panvel, District Raigad, Maharashtra of the Respondent Company worth almost Rs.16 Crores. Upon enquiry of the said advertiser, the applicants became aware that in blatant disregard and wilful disobedience to the directions of this Tribunal dated 05.12.2022, the contemnors were in the process of selling the said property to shell company and that is why the Advocate on behalf of Shell Company was investigating the clear and marketable title.
5. It is further stated by the Applicant that this properties are hypothecated in favour of the Axis Bank against loan and CC limit where are became NPA and the conduct of the company to sell its mortgage property is a fraud on the banks.
6. Heard learned counsel and perused the materials available on record.

6.1. We find that the present application is made out on the basis of the advertisement by third party in relation to Respondent Company property and it is not the case that such sale transaction has concluded in defiance of order dated 05.12.2022. We find that this Bench has imposed status-quo and advertisement by third party who may be willing buyer cannot be construed in defiance of order dated 05.12.2022.

6.2. As regards sale of Kanakia Property on 12.11.2022, we find that this sale was concluded prior to order dated 05.12.2022. On perusal of order dated 25.04.2017, we find that there was a statement from the Respondents that company is not selling the property, but no order came to be passed by this Bench. Further, this came to be recorded on the issue of urgent hearing in the case and the then Bench adjourned the matter to next date after holding that "we don't find any urgency in this case". We find it difficult to hold that said statement may hold good even after five years in the absence of any court order which may have a binding affect. Simply record of the statement of the party cannot be construed as disobedience of the order.

6.3. As regards sale of aircraft stated to have taken place on 10.12.2022 on the basis of the sale invoice, we find that this sale was concluded in accordance with the agreement dated 20.07.2022. Accordingly, we do not find wilful defiance of order of this Bench in relation to this sale also as the Respondent Company has proceeded to sell pursuant to agreement dated 20.07.2022 as stated on the invoice. We further find that applicant has not made any averment alleging that the said agreement was not in existence on 05.12.2022 when this Bench has passed a status-quo order. It is clarified that this conclusion is based on the prima-facie documents placed before us. Since agreement dated 20.07.2022 is not available before us we are not commenting on its authenticity.

7. In view of above, the Contempt Petition 4/2023 is disposed of as dismissed.

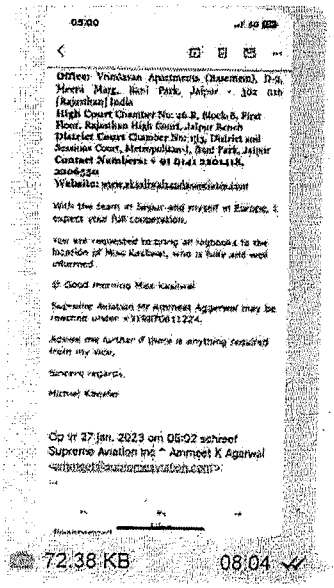
Sd/-

Prabhat Kumar
Member (Technical)

Sd/-

Justice V.G. Bisht
Member (Judicial)

27/01/2023



You need to stop copying me in your fucking stupid emails to ajay and kasliwal and other idiots

08:07

I am done with your nonsense

08:07

Thank you
You are requested to communicate with the Lawyer

08:08

This is all is not needed in case of your cooperation
I am not in politics
Want to finish what we have started law the APA

08:09

You should understand and have basic sense that you don't copy anyone without their fucking consent

You are asking me to coordinate with my opposing lawyer?

Also you're asking my opposing lawyer to contact me

What a dumb fuck step

08:14

Same with ajay Shekhawat

08:14

Well I am open for any suggestions to resolve the matters and since August 2022 , I have waited for your cooperation.

If you see a comfortable way to resolve this I am open to follow.

08:17

208

27/01/2023

I am the only straight forward and honest man you'll find to deal with in this fucking country

08:23

Thank you, that is good news
So assist in loading and provide the logbooks
Lets finish

08:39 ✓✓

which fucking idiot would copy opposition lawyer in a trail email with contents of previous emails

15:16

you have fucked up big time you idiot

15:16

I had no idea you are so fucking stupid

15:16

do you even realize how fucked up you have been

15:16

I am in a $5 million law suit with kasliwal and you like an idiot just copy that bitch in my email conversation

16:01

29/01/2023

What else you need from the local mro at Jaipur?

09:19

31/01/2023

I will be able to answer as soon as the airport will give the permissions

The sooner the better

Will advise when clearance is received

Its in the hands of the airport

12:53 ✓✓

➔ Replying to Cessna Caravan Mr Ammeet, 2023-01-31 11:57:30: « I have sent an email with their ID

It's quite clear

Ask your fucking lawyer to... »

12:54

I agree, however the airport thinks differently and want to see an supreme representative

12:55 ✓✓

➔ Replying to you, 2023-01-31 12:55:39: « I agree, however the airport thinks differently and want to see an supreme representative »

Show them this

12:56

And your lawyer too

12:56

PDF

Attachment not found: e79b51c5-915a-4d69-a716-7fef6ca45e84.pdf (Attachment)

Letter from Supreme.pdf

3 pages · 84.64 KB · pdf

14:29 ✓✓

Send this in email to me

As you or your lawyer sending an official email with this request to me

I shall forward to BCAS

14:37

See your emails

14:39 ✓✓

31/01/2023

210

Otherwise the team is not allowed to enter the airport , the 208 is still to be considered for the airport to belong to Supreme

Further for the handover of the logbooks

11:56 ✓✓

➔ Replying to you, 2023-01-31 11:56:39: « Otherwise the team is not allowed to enter the airport , the 208 is still to be considered for the air... »

I have sent an email with their ID

It's quite clear

Ask your fucking lawyer to speak to AAI for their entry

She is also the lawyer for AAI airport

Don't bother .e

11:57

When will we receive the logbooks?

11:58 ✓✓

➔ Replying to you, 2023-01-31 11:58:06: « When will we receive the logbooks? »

Once your container and crane arrives

11:58

➔ Replying to Cessna Caravan Mr Ammeet, 2023-01-31 11:58:12: « Once your container and crane arrives »

Date and time?

12:46

We are now contacting the airport if entry can be granted without the supreme representative
Would be easier if supreme representative will be present

12:48 ✓✓

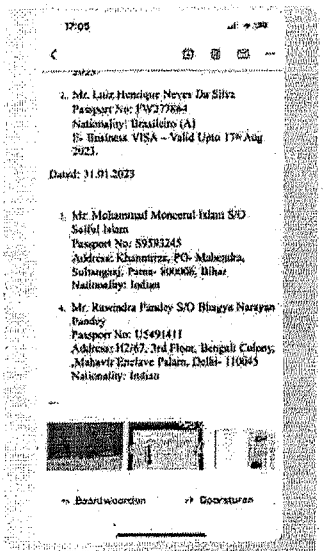
➔ Replying to Cessna Caravan Mr Ammeet, 2023-01-31 12:46:20: « Date and time? »

I need answer to this

12:52

211

31/01/2023


2. Mr. Luiz Henrique Neves Da Silva
Passport No: FW277884
Nationality: Brasileiro (A)
B- Business VISA – Valid Upto 17th Aug 2023.

Dated: 31.01.2023

3. Mr. Mohammad Moncerul Islam S/O Saiful Islam
Passport No: S9593245
Address: Khanniriz, PO- Mahendra, Sultanganj, Patna- 800006, Bihar
Nationality: Indian

4. Mr. Ravindra Pandey S/O Bhagya Narayan Pandey
Passport No: U5491411
Address: H2/67, 3rd Floor, Bengali Colony, Mahavir Enclave Palam, Delhi- 110045
Nationality: Indian

56.63 KB 17:06

Is there anything else you expect ? Does this fulfill the requirement?
17:14

How come that bitch is not able to get you entry passes?
17:15

Fucking smart ass aai lawyer
17:15

I cant answer that
I am not in politics
All I want is start loading and get you paid

So based upon my information provided will you now be able to provide the entry passes?
17:17

Your answer will be appreciated
17:23

This is bullshit
17:23

Your bitch wanted me to write a fuxking 3 page long letter
17:24

And you send me this shit email
17:24

Wtf you and your bitch think I am
17:24

212

31/01/2023

➔ Replying to you, 2023-01-31 17:17:19: « I cant answer that
I am not in politics
All I want is start loading and get you paid

So based upon ... »

You don't want politics?

You're the fucking politician here from day 1

So you get what you serve

17:24

So how do you want to resolve this ?

17:24 ✓✓

➔ Replying to you, 2023-01-31 17:24:59: « So how do you want to resolve this ? »

Your bitch will get passes from AAI and BCAS

17:25

That's how I want this to be resolved

17:25

Simple

17:25

I already sent email few days ago

It was very clear

If any son of a bitch has issues, need to reply to my email

17:25

You shouldn't have involved that bitch and a lot of other nuisance people

We were good and were doing well

Anyway

Your monkeys your circus

17:26

Have fun

17:26

01/02/2023

Replying to you, 2023-02-01 10:26:14: « 9326382610 Vishnu mohan jha

This is the person who demands payment with his telephone number »

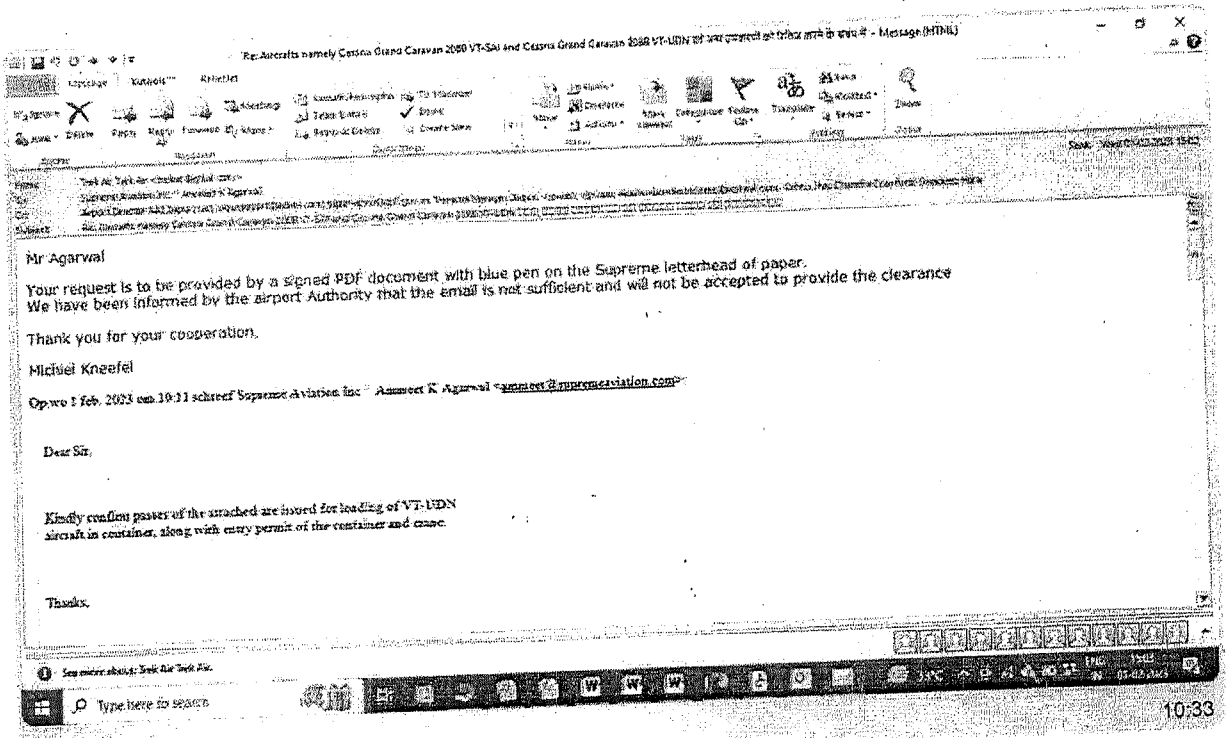
Spoken 10:31

You're welcome
10:31

Replying to Cessna Caravan Mr Ammeet, 2023-02-01 10:31:43: « You're welcome »

So is that bitch 10:32

See your email
10:32 ✓✓



10:33

189.00 KB

here we go again, you prove every now and then that you are a piece of shit
10:33

you should avoid doing this
10:34

I have been warning you time and again
10:34

01/02/2023

214

The people are at the airport.
May enter as soon as the outstandings from Supreme in the extent of about USD$ 1000,– are being paid for the rental of the Supreme office at the airport.
How will this be resolved?
10:19 ✓✓

➔ Replying to you, 2023-02-01 10:19:57: « The people are at the airport.
May enter as soon as the outstandings from Supreme in the extent of abo... »

Supreme office?
10:20

We don't have any office
10:20

Who is demanding this rental?
10:20

That is was informed by the airport authority
10:20 ✓✓

Ask them to put in writing
10:21

➔ Replying to Cessna Caravan Mr Ammeet, 2023-02-01 10:21:11: « Ask them to put in writing »

They can reply to my email
10:21

Since you have a long term relationship with the airport you are requested to call them
10:23 ✓✓

➔ Replying to you, 2023-02-01 10:23:53: « Since you have a long term relationship with the airport you are requested to call them »

Lolzlzlzl

You hired a bitch who works for them

Your and that bitch's job to sort this

I am doing my responsibility well
10:24

9326382610 Vishnu mohan jha

This is the person who demands payment with his telephone number
10:26 ✓✓

215

01/02/2023

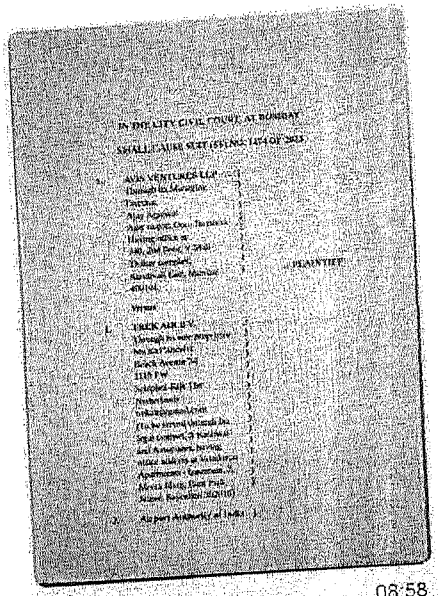
now you can go fuck yourself
10:34

02/02/2023

I am calling off the deal
20:03

You haven't approved my wire
20:04

03/02/2023



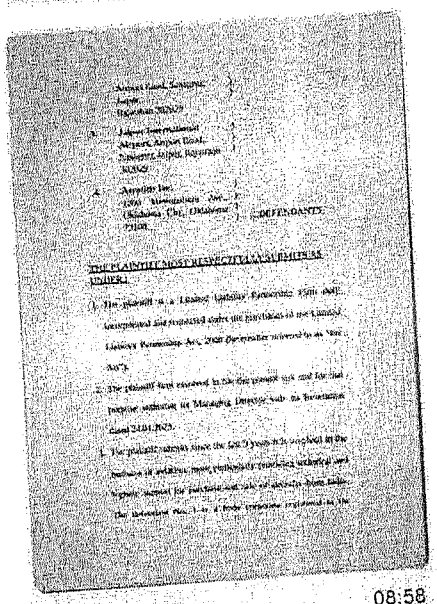
IN THE CITY CIVIL COURT AT BOMBAY

SMALL CAUSE SUIT (FILING) TAP OF 2023

... PLAINTIFF

... DEFENDANTS

210.48 KB 08:58

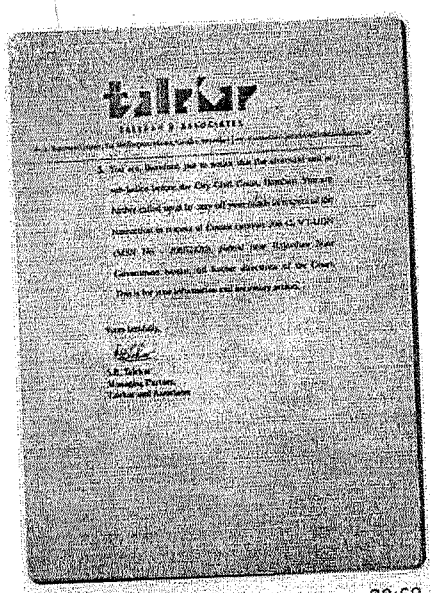


THE PLAINTIFF MOST RESPECTFULLY SUBMITS AS UNDER:

211.84 KB 08:58

216

03/02/2023



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NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

T. CP No. 88/(MAH)/2015
CA No.

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 24.03.2016

NAME OF THE PARTIES: Mr. Satish Kisanlal Agarwal & ors.
V/s.
M/s. Supreme Transport Organisation Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397-398 & 235 of the Companies Act 1956 and 241/242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1	Richa Sood	Adv. for P1-P-3	
2	Rakesh K. Singh	Adv. for P.-4	
3	Dr S.K Jain	PCS for Rep	

ORDER

CP No. 88/397-398,235/NCLT/MB/MAH/2015

The parties have submitted that since there are various applications against each other wherein pleadings are not complete, they have sought time for completion of pleadings and to make submissions in the main Company Petition on the next date of hearing.

Accordingly, this Bench hereby directs both the parties to file replies if any in the Applications pending within two weeks hereof, rejoinders if any in those applications within two weeks thereof.

For the pleadings in the main Company Petition have already been completed, both sides are directed to place their written submissions in the Company petition as well as Applications on the next date of hearing and also make oral submissions.

List this matter for hearing on 25.04.2017.

Sd/-

B.S.V. PRAKASH KUMAR
Member (Judicial)

Sd/-

V. NALLASENAPATHY
Member (Technical)

Certified True Copy
Copy Issued "free of cost"
On 11/07/2024
Deputy Registrar 11072024
National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

C.P No. 88/(MAH)/2015/(T.P.)
CA No. 20/2016

CORAM: Present: SHRI M. K. SHRAWAT
MEMBER (J)

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 02.08.2016

NAME OF THE PARTIES: Mr. Satish Kisanlal Agarwal & Ors.
V/s.
M/s. Supreme Transport Organisation Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397/398 & 235 of the Companies Act 1956 and 241/242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1	Dr S. K. Jain	PCS for Respondents	
2.	Rishi Sood	Advocate for Petitioners	

Order

CA. No. 20/397-398, 235/NCLT/MB/MAH/2016
IN
CP. No. 88/397-398, 235/NCLT/MB/MAH/2015

1. Both sides are present.
2. That allegations and counter-allegations are made by the respective side about oppression and mismanagement. Ld. Counsel for the Petitioner has also requested to give direction restraining the Respondent from changing the Share-holding pattern.
3. From the side of the Respondent Ld. Counsel has sought time to submit the Sur-rejoinder. Time is granted and directed to file by 19.08.2016; with a copy to the other side.

Cont.....on pa

4. Considering the prayer of the Petitioner and the facts of the case, prima facie it is justiable to direct the Respondents not to change the Share-holding pattern till the next date of hearing.

S. List the matter for hearing on 22.08.2016.

Sd/-

M.K. SHRAWAT
Member (Judicial)

Sd/-

V. NALLASENAPATHY
Member (Technical)

Dated: 2nd August, 2016.

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On 11/07/2024

Deputy Registrar 11/07/2024
National Company Law Tribunal Mumbai Bench

राष्ट्रीय कम्पनी विधि अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

T. CP No. 88/(MAH)/2015
CA No.

CORAM: Present: SHRI B.S.V. PRAKASH KUMAR
MEMBER (J)

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 22.08.2016

NAME OF THE PARTIES: Mr. Satish Kisanlal Agarwal & ors.
V/s.
M/s. Supreme Transport Organisation Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397-398 & 235 of the Companies Act 1956 and 241/242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1.	Rishi Soni (Adv.)	for P-1 & P-4	
2.	KRISHNENDU DATTA	FOR RESPONDENTS	
3.	SANJANA SADDY (K-DATTA & ASSOCIATES)		

Order

CP. No. 88/397-398/NCLT/MB/MAH/2015

At request of the parties, list this matter on 21st September, 2016.

Sd/-
B.S.V. PRAKASH KUMAR
Member (Judicial)

Sd/-
V. NALLASENAPATHY
Member (Technical)

Dated: 22nd August, 2016.

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Deputy Registrar 11/07/2024
National Company Law Tribunal Mumbai Bench

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, MUMBAI

C.P No. 88/(MAH)/2015
CA No. 20/2016

CORAM: Present: SHRI M. K. SHRAWAT
MEMBER (J)

SHRI V. NALLASENAPATHY
MEMBER (T)

ATTENDENCE-CUM-ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 21.09.2016

NAME OF THE PARTIES: Mr. Satish Kisanlal Agarwal & Ors.
V/s.
M/s. Supreme Transport Organisation Pvt. Ltd.

SECTION OF THE COMPANIES ACT: 397/398 & 235 of the Companies Act 1956 and 241/242 of the Companies Act, 2013.

S. No.	NAME	DESIGNATION	SIGNATURE
1	Rishi Sood	Advocates for Petitioners	
2.	Lakshmi Gurung		
3.	Rakesh Singh		
4.	KRISHNENDU DATTA	ADVs FOR RESPONDENT	
5.	SANJANA SADDY		
6	Dr S. K. Jain	PCS for ~~Petitioner~~ Resp	

Order

CP No. 88/397-398,235/CLB/MB/MAH/2015

Since the parties have broadly come to consensus on exit options, and for having the Petitioner side stated that they had already given offer of exit to the Respondents in past and the same having been already recorded in the previous orders, but the same being not on record, the Petitioner side is directed to again send the attachment of the same offer of exit already sent

Cont...on page 2

to the Respondents by email, so that the Respondents will respond to the same within one week hereof.

List this matter for reporting progress in relation to the response to the offer of the petitioners on 06.10.2016.

Sd/-

B.S.V. PRAKASH KUMAR
Member (Judicial)

Sd/-

V. NALLASENAPATHY
Member (Technical)

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On 11/07/2024

Deputy Registrar 11/07/2024
National Company Law Tribunal Mumbai Bench

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. 5497 OF 2023

IN

COMPANY PETITION (IB) No. 368/MB/2023

Kamal Agarwal & Ors — Applicants

Versus

Prashant Jain & Anr. — Respondents

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NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

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M/s. Halai & Co.

Advocates for the Applicant

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. _____ OF 2023

IN

COMPANY PETITION (IB) No. 368/MB/2023

Kamal Agarwal & Ors — Applicants

Versus

Prashant Jain & Anr. — Respondents

SYNOPSIS

1. The present application ***(Hereinafter referred as Application)*** is filed by the ex-directors of the Supreme Transport Organisation Private Limited ***(Hereinafter referred as Corporate Debtor/STOPL)***, under section 60 (5) of the Insolvency and Bankruptcy Code, 2016 ***(Hereinafter referred as Code)*** and Rule 11 of the National Company Law Tribunal Rules, 2016 ***(Hereinafter referred as NCLT Rules)*** seeking appropriate and necessary directions against the Respondent No 2 to hereby allow the export and release the Aircraft VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 ***(Hereinafter referred as the Aircraft)*** to the destination of Trek Air BV The Netherlands ***(Hereinafter referred as the Purchaser)*** from the Mundra Port which Aircraft is already sold to the Purchaser vide an Aircraft Purchase Agreement dated 20th July 2022 but could not be sailed as there was a

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

restraint order dated 18th May 2023 passed by the Hon'ble National Company Law Tribunal Mumbai Bench I in Contempt Petition 4 of 2023 in Company Petition 88 (MB) of 2015 filed under section 241 (1) and 242 (4) of the Companies Act, 2013 against the Applicants.

2. The said Restraint order dated 18th May 2023 was vacated by this Hon'ble Tribunal vide an order dated 17th October 2023 passed in Contempt Petition 4 of 2023.

3. Respondent No 1 has informed the Respondent No 2 about the Corporate Insolvency Resolution Process Order dated 8th September 2023 passed by this Hon'ble Tribunal in Captioned Company Petition 368 of 2023. Subsequently Respondent No 2 vide a letter dated 6th Nov 2023 has recorded that the IRP has informed them about his appointment.

4. Applicants submit that the said Aircraft does not fall under the ambit of the Corporate Insolvency Resolution Process of the Corporate Debtor in view of the Notification dated 3/10/2023 of the Central Government.

5. Hence Present Interlocutory Application.

M/s. Halai & Co.

Advocates for Applicants

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. _____ OF 2023

IN

COMPANY PETITION (IB) No. 368/MB/2023

Kamal Agarwal & Ors — Applicants

Versus

Prashant Jain & Anr. — Respondents

LIST OF DATES AND EVENTS

Sr.	Date	Events
1.		The present application ***(Hereinafter referred as Application)*** is filed by the ex-directors of the Supreme Transport Organisation Private Limited ***(Hereinafter referred as Corporate Debtor/STOPL)***, under section 60 (5) of the Insolvency and Bankruptcy Code, 2016 ***(Hereinafter referred as Code)*** and Rule 11 of the National Company Law Tribunal Rules, 2016 ***(Hereinafter referred as NCLT Rules)*** seeking appropriate and necessary directions against the Respondent No 2 to hereby allow the export and release the Aircraft VT-UDN Cessna Grand Caravan C208B 2013 C208B2420

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		(Hereinafter referred as the Aircraft) to the destination of Trek Air BV The Netherlands ***(Hereinafter referred as the Purchaser)*** from the Mundra Port which Aircraft is already sold to the Purchaser vide an Aircraft Purchase Agreement dated 20th July 2022 but could not be sailed as there was a restraint order dated 18th May 2023 passed by the Hon'ble National Company Law Tribunal Mumbai Bench I in Contempt Petition 4 of 2023 in Company Petition 88 (MB) of 2015 filed under section 241 (1) and 242 (4) of the Companies Act, 2013 against the Applicants.
2.	18th May 2023	The said Restraint order dated 18th May 2023 was vacated by this Hon'ble Tribunal vide an order dated 17th October 2023 passed in Contempt Petition 4 of 2023.
3.	8th Sep 2023 And 6th Nov 2023	Respondent No 1 has informed the Respondent No 2 about the Corporate Insolvency Resolution Process Order dated 8th September 2023 passed by this Hon'ble Tribunal in Captioned Company Petition 368 of 2023. Subsequently Respondent No 2 vide a letter dated 6th Nov 2023 has

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		recorded that the IRP has informed them about his appointment.
4.	3rd Oct 2023	Applicants submit that the said Aircraft does not fall under the ambit of the Corporate Insolvency Resolution Process of the Corporate Debtor in view of the Notification dated 3/10/2023 of the Central Government.
5.		Hence Present Interlocutory Application.

M/s. Halai & Co.

Advocates for Applicants

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. _____ OF 2023

IN

COMPANY PETITION (IB) No. 368/MB/2023

Kamal Agarwal)
Residing at 901, Bikaner Bhawan, Opp Jain)
Temple, J.B. Nagar, Andheri (East),)
Mumbai 400059) Applicant No 1

Ammeet Kamal Agarwal)
Residing at 901, Bikaner Bhawan, Opp Jain)
Temple, J.B. Nagar, Andheri (East),)
Mumbai 400059) Applicant No 2

Akash Kamal Agarwal
Residing at 901, Bikaner Bhawan, Opp Jain)
Temple, J.B. Nagar, Andheri (East),)
Mumbai 400059) Applicant No 3

VERSUS

Prashant Jain)
Interim Resolution Professional)
Supreme Transport Organisation Pvt Ltd)
Having his address at A-501, Shanti Heights)
Plot No 2, 3, 9b/10, Sector 11, Koparkharine,)
Navi Mumbai 400707)
Email: ipprashantjain@gmail.com)
Supremetransportorg.cirp@gmail.com) Respondent No 1

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Deputy Commissioner (SIIB))
Office of the Principle Commissioner of Customs)
Customs House, Mundra, Kutch, Gujarat)

Email: siibmundra@gmail.com) Respondent No 2

IN THE MATTER BETWEEN

Axis Bank Limited)

Versus

Supreme Transport Organisation Private Limited)

APPLICATION UNDER SECTION 60 (5) OF THE INSOLVENCY AND BANKRUPTCY CODE, 2016 READ WITH RULE 11 OF THE NATIONAL COMPANY LAW TRIBUNAL RULES, 2016 SEEKING NECESSARY DIRECTIONS AGAINST THE RESPONDENT NO 2.

MOST RESPECTFULLY SHOWETH

I. DETAILS OF THE APPLICATION

1. The present application ***(Hereinafter referred as Application)*** is filed by the ex-directors of the Supreme Transport Organisation Private Limited ***(Hereinafter referred as Corporate Debtor/STOPL)***, under section 60 (5) of the Insolvency and Bankruptcy Code, 2016 ***(Hereinafter referred as Code)*** and Rule 11 of the National Company Law Tribunal Rules, 2016 ***(Hereinafter referred as NCLT Rules)*** seeking appropriate and necessary directions against the Respondent No 2 to hereby allow the export and release the Aircraft VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 ***(Hereinafter referred as the Aircraft)*** to the destination of Trek Air BV The Netherlands ***(Hereinafter referred as the Purchaser)*** from the Mundra Port which Aircraft is

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

already sold to the Purchaser vide an Aircraft Purchase Agreement dated 20th July 2022 but could not be sailed as there was a restraint order dated 18th May 2023 passed by the Hon'ble National Company Law Tribunal Mumbai Bench I in Contempt Petition 4 of 2023 in Company Petition 88 (MB) of 2015 filed under section 241 (1) and 242 (4) of the Companies Act, 2013 against the Applicants.

2. The said Restraint order dated 18th May 2023 was vacated by this Hon'ble Tribunal vide an order dated 17th October 2023 passed in Contempt Petition 4 of 2023.

3. Respondent No 1 has informed the Respondent No 2 about the Corporate Insolvency Resolution Process Order dated 8th September 2023 passed by this Hon'ble Tribunal in Captioned Company Petition 368 of 2023. Subsequently Respondent No 2 vide a letter dated 6th Nov 2023 has recorded that the IRP has informed them about his appointment.

II. JURISDICTION OF THIS HON"BLE TRIBUNAL

1. The Applicants submits that the Corporate Insolvency and Resolution Admission order dated 8th September 2023 in the captioned Company Petition 368 of 2023. Therefore the Applicants declares that the subject matter of the present Interlocutory Application falls within the jurisdiction of this Hon'ble Tribunal.

III. LIMITATION

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1. The Applicant further declares that the restraint order dated 18th May 2023 passed by the Hon'ble National Company Law Tribunal Mumbai Bench I in Contempt Petition 4 of 2023 in Company Petition 88 (MB) of 2015 filed under section 241 (1) and 242 (4) of the Companies Act, 2013 has been vacated by the Hon'ble National Company Law Tribunal Mumbai Bench I on 17th October 2023. Therefore the Applicants declare that the present Interlocutory Application is within the Limitation period.

IV. FACTUAL BACKGROUND

1. In the year 2015 Company Petition bearing No 88 of 2015 was filed before erstwhile Company Law board by the 1) late Satish Kisanlal Agarwal as Petitioner No 1, Mr. Arun Kumar Kisanlal Agarwal as Petitioner No 2, Mr. Anandkumar Nagarmal Agrawal as Petitioner No 3, Ravindra Anandkumar Agrawal as Petitioner No 4 ***(Hereinafter referred as A set of Brothers)*** against the Corporate Debtor as Original Respondent No 1, Applicant No 1 as Original Respondent No 2, Applicant No 2 as Respondent No 5, Applicant No 3 as Respondent No 6 ***(Hereinafter referred as B set of Brothers)*** and also against Vimal Agarwal as Respondent No 3, Girish Agarwal as Respondent No 4 ***(Hereinafter referred as C set of Brothers)*** under section 397, 398 read with 402, 403, 406 and 235 of the Companies Act, 1956.

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HEMANT JANGAM
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2. In the year 2017, a statement was made by the Applicants that they are not selling the property of the Respondent No1 Company therefore Captioned Company Petition was adjourned.

3. Thereafter all the parties filed their respective Pleadings in the Company Petition.

4. As the A set of brothers had resigned from the directorship they have respectively submitted an affidavit seeking withdrawing of themselves from captioned Company Petition.

5. Thereafter in the year 2022 C Set of Brother filed a Company Application 625 of 2022 in the captioned Company Petition seeking orders from this Hon'ble Tribunal to transpose them from the Respondents to the Petition in the Company Petition. The said Company Application is pending.

6. In the said Company Application this Hon'ble Tribunal (Bench 1) passed an order dated 5th December 2022 hereby directing the Applicants to maintain status Quo (as on that date) till the next date of hearing. Hereto annexed and marked as **Exhibit A** is the copy of the order dated 5th December 2022 passed by Hon'ble National Company Law Tribunal Bench 1.

7. Thereafter *C Set of Brothers* filed the Contempt Petition 4 of 2023 before Hon'ble National Company Law Tribunal Bench 1 and misrepresented that Applicants are trying to sell the assets of the Corporate Debtor and based on the misrepresentation the Hon'ble

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4752 Expiry Date 28-10-2027 GOVERNMENT OF INDIA

National Company Law Tribunal Bench 1 passed an order dated 18th May 2023 hereby restraining the Custom Authorities i.e., Respondent No 2 from exporting the aircraft. Hereto annexed and marked as **Exhibit B** is the copy of the order dated 18th May 2023.

8. It is submitted that the Aircraft in question was sold much prior to the order of status quo dated 5/12/2023 of this Hon'ble Tribunal. The sale has been concluded and the only process which was pending is the sail of the aircraft after the same was also cleared by the Custom Authorities.

9. Applicants state that as the said order was an ex-parte order and the above was required to be pointed out to this Hon'ble Tribunal, the Applicant filed Affidavit in Reply in the said Contempt Petition. Applicants also filed various Company Application seeking early hearing of the Contempt Petition as due to the restrain order the said Aircraft was not able to be released.

10. Subsequently in the year 2023, Financial Creditor filed a Section 7 Insolvency and Bankruptcy Petition against the Corporate Debtor which subsequently was admitted vide an order dated 8th September 2023 passed by this Hon'ble Tribunal in Company Petition 368 of 2023.

11. As the said captioned Company Petition was admitted and therefore the Company Petition bearing No 88 (MB) 2015 was rendered infructuous and all the Company Application in the Company

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 26-10-2027 GOVERNMENT OF INDIA

Petition bearing No 88 (MB) of 2015 along with Company Petition No 88 (MB) 2015 was disposed of as infructuous vide an order dated 18th Sep 2023. Applicants state that only the Contempt Application No 4 of 2023 is kept pending. Hereto annexed and marked as **Exhibit C** is the copy of the order dated 18th Sep 2023.

12. Applicants states that on 17th October 2023 the Hon'ble National Company Law Tribunal Bench 1 vacated the status quo order in the Contempt Petition 4 of 2023. Hereto annexed and marked as **Exhibit D** is the copy of the order dated 17th October 2023.

13. Applicants state that Respondent No 1 has informed Respondent No 2 about the Corporate Insolvency Resolution Process order running against the Corporate Debtor and therefore Respondent No 2 is not releasing/exporting the said aircraft from the Mundra Port.

14. It is submitted that the said Aircraft is inappropriately been restrained pursuant to the vacation of the status quo order. The IRP had no authority or locus to address the letter to the Respondent No. 2 in view of the Notification by the Ministry of Corporate Affairs that the CIRP / Moratorium under IBC, 2016 shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters.

15. It is submitted that the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on

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International Interests in Mobile Equipment on Matters specific to Aircraft Equipment were adopted under the joint auspices of International Civil Aviation Organization and the International Institute for the Unification of Private Law concluded at Cape Town on 16th November, 2001. India, being a signatory to and having acceded the Convention and the Protocol by depositing with the International Institute for the Unification of Private Law the instruments of accession on 31.03.2008. In view of the same the following notification is issued which is reproduced as hereunder:

"MINISTRY OF CORPORATE AFFAIRS
NOTIFICATION
New Delhi, the 3rd October, 2023

S.O. 4321(E).—WHEREAS, the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment were adopted under the joint auspices of International Civil Aviation Organization and the International Institute for the Unification of Private Law concluded at Cape Town on 16th November, 2001;

AND WHEREAS, India, being a signatory to and having acceded the Convention and the Protocol by depositing with the International Institute for the Unification of Private Law the instruments of accession on 31.03.2008;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (3) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), the Central Government hereby notifies that the provisions of sub-section (1) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters."

Hereto annexed and marked as **Exhibit E** is a copy of the said Notification.

16. In any Event the said Aircraft was sold to the Purchaser i.e. i.e., Trek Air BV The Netherlands vide an Aircraft Purchase Agreement dated 20th July 2022 much prior to the Corporate Insolvency Resolution Process order dated 8th September 2023 i.e., Admission Order. The

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Applicants submit that the said Aircraft ought not be included in the kitty of the Corporate Debtor. Hereto annexed and marked as **Exhibit F** is the copy of the Aircraft Purchase Agreement dated 20th July 2022.

V. GROUNDS AND SUBMISSION IN SUPORT OF PRESENT INTERLOCUTORY APPLLICATION

1. In view of the above notification and the above facts, the present Application is being filed under Section 60(5) of the Insolvency and Bankruptcy Code read with Rule 11 of the National Company Law Tribunal Rules, seeking necessary and urgent directions to the Respondent No 2 to immediately export/release the said aircraft i.e., Aircraft VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 to the Purchaser i.e., Trek Air BV The Netherlands.

2. Applicants submit that the said Aircraft does not fall under the ambit of the Corporate Insolvency Resolution Process of the Corporate Debtor in view of the Notification dated 3/10/2023 of the Central Government.

3. Further the sale of the Aircraft is already concluded prior to the CIRP order dated 8th September 2023 and also cleared by customs and was only to be sailed but was restrained by this Hon'ble Tribunal's order.

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4. The Applicants submit that the purchaser has been intermittently calling and holding the Applicants responsible for the export/Release of the Aircraft and has threatened to take legal action as he is suffering losses of millions of dollars due to the non export of the aircraft. The said Aircraft is at Mundra Port and every day charges are being levied by the custom and port authorities on it.

5. The Applicants submit that this Hon'ble Tribunal has the necessary power and jurisdiction to grant reliefs as prayed in the present Interlocutory Application. No harm and prejudice will be caused to any person if the present Application is made absolute. On the contrary, grave harm and prejudice and irretrievable loss shall be caused to the Applicants as well as the Purchaser if the relief prayed for in this Application are not granted.

6. That the Application has been made bonafide and in the interest of justice.

VI. PRAYER

a. Be pleased to declare that the aircraft i.e., Aircraft VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 cannot be included under the CIRP and order and direct immediate export / release the same from the Mundra Port to the destination of the Purchaser.

b. Be pleased to restrain the Respondent No 1 from sending, corresponding or communicating with the Respondent No 2 in respect to the said aircraft i.e., Aircraft VT-UDN Cessna Grand

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Caravan C208B 2013 C208B2420 or making any claim in respect thereof.

c. For ad-interim and interim relief in term of prayer clause (a) and (b) above.

d. Pass such further order (s) and /or direction (s) as this Hon'ble Adjudicating Authority may deem fit and proper.

Dated this __ day of November, 2023

M/s. Halai & Co

Advocates for Applicant

KAMAL AGARWAL

Applicant No 1

Applicant No 2

AKKASH AGARWAL

Applicant No 3

NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
29-10-2027
GOVERNMENT OF INDIA

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VERIFICATION

I, Ammeet Kamal Agarwal, the Applicant No 2 above named, of Mumbai, Indian inhabitant, having my address at 901, Bikaner Bhawan, Opp jain Temple, J.B. Nagar, Andheri (E), Mumbai 400059 do hereby on solemn affirmation say that whatever is stated in above paragraphs are true to my own knowledge and belief and based on information and belief and I believe the same to be true.

Solemnly affirmed at Mumbai)

This day of November, 2023) before me

For M/s. Halai & Co.,

Advocates for the Applicants

BEFORE ME
HEMANT JANGAM
NOTARY, GOVT. OF INDIA
MUMBAI, MAHARASHTRA.
10 NOV 2023

NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No 4762
Expiry Date
20-10-2027
GOVERNMENT OF INDIA

Reg. No. OCT/21CXXIII
Sr. No. 955 Pg.No. 86
Date 10 NOV 2023

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We are not the members of the Welfare Fund. Therefore, stamp of Rs.2/- is not affixed herewith

Halai & Co
Advocate for the Applicant

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. _____ OF 2023

IN

COMPANY PETITION (IB) No. 368/MB/2023

Kamal Agarwal)
Residing at 901, Bikaner Bhawan, Opp Jain)
Temple, J.B. Nagar, Andheri (East),)
Mumbai 400059) Applicant No 1

Ammeet Kamal Agarwal)
Residing at 901, Bikaner Bhawan, Opp Jain)
Temple, J.B. Nagar, Andheri (East),)
Mumbai 400059) Applicant No 2

Akash Kamal Agarwal
Residing at 901, Bikaner Bhawan, Opp Jain)
Temple, J.B. Nagar, Andheri (East),)
Mumbai 400059) Applicant No 3

VERSUS

Prashant Jain)
Interim Resolution Professional)
Supreme Transport Organisation Pvt Ltd)
Having his address at A-501, Shanti Heights)
Plot No 2, 3, 9b/10, Sector 11, Koparkharine,)
Navi Mumbai 400707)
Email: ipprashantjain@gmail.com)
Supremetransportorg.cirp@gmail.com) Respondent No 1

NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
20-10-2027
GOVERNMENT OF INDIA

Deputy Commissioner (SIIB))
Office of the Principle Commissioner of Customs)
Customs House, Mundra, Kutch, Gujarat)
Email: siibmundra@gmail.com) Respondent No 2

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To,
Registrar
NCLT
Mumbai

Respected Sir,

We, (1) Kamal Agarwal, (2) Ammeet Kamal Agarwal and (3) Akash Kamal Agarwal the Applicants, do hereby appoint Halai & Co., Advocates, having their office address at 186/187, 1st Floor Ashoka Shopping Centre, Next to GT Hospital, Mumbai 400001, to act, appear and plead for us in the above matter.

IN WITNESS WHEREOF, I have set and subscribed our respective hands to this writing.

Dated this _____ day of June, 2023

KAMAL AGARWAL
Applicant No 1

Ammeet KAgarwal
Applicant No 2

AKKASH AGARWAL
Applicant No 3

We accept:

Halai
Halai & Co.
Advocate for the Applicant
186/187, 1st Floor
Ashoka Shopping Centre
Next to GT Hospital
Mumbai 400001
Halai_co@yahoo.com
MAH/3300/1999

NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
29-10-2027
GOVERNMENT OF INDIA

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. _____ OF 2023

IN

COMPANY PETITION (IB) No. 368/MB/2023

Kamal Agarwal & Ors	Applicants
Versus	
Prashant Jain & Anr.	Respondents

MEMO OF PARTIES

Kamal Agarwal Residing at 901, Bikaner Bhawan, Opp Jain Temple, J.B. Nagar, Andheri (East), Mumbai 400059	) Applicant 1
Ammeet Kamal Agarwal Residing at 901, Bikaner Bhawan, Opp Jain Temple, J.B. Nagar, Andheri (East), Mumbai 400059	) Applicant 2
Akash Kamal Agarwal Residing at 901, Bikaner Bhawan, Opp Jain Temple, J.B. Nagar, Andheri (East), Mumbai 400059	) Applicant
VERSUS	
Prashant Jain Interim Resolution Professional Supreme Transport Organisation Pvt Ltd Having his address at A-501, Shanti Heights Plot No 2, 3, 9b/10, Sector 11, Koparkharine, Navi Mumbai 400707	)

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

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Email: ipprashantjain@gmail.com)
Supremetransportorg.cirp@gmail.com) Respondent 1

Deputy Commissioner (SIIB))
Office of the Principle Commissioner of Customs)
Customs House, Mundra, Kutch, Gujarat)
Email: siibmundra@gmail.com) Respondent 2

M/s. Halai & Co.

Advocates for the Applicants

EXHIBIT "A"

ANNEXURE - B/

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NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI BENCH

Item 8

CA 625/2022 in CP/88(MB)2015

CORAM:
SH. SHYAM BABU GAUTAM
HON'BLE MEMBER (T)

JUSTICE P.N. DESHMUKH (Retd.)
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **05.12.2022**

NAME OF THE PARTIES: **Supreme Transport Organisation Pvt. Ltd.**
VS
Satish Kisanlal Agarwal

Appearance (via video-conference):
For the Applicant : Mr. P. Nagesh, Sr Adv, Ms. Lakshmi Gurung, Mr. Manish G Varma, Ms. Surbhi Soni, Ms. Mampy Karmakar

For the Petitioner : Rakesh K. Singh alongwith Shivani Soni

Section. 241(1) & 242(4)

ORDER

IA 625/2022:-

This is an Application filed by Mr. Vimal Agrawal and others seeking various prayers under the said Company Application. The Ld. Counsel appearing for the Respondent Nos. 2, 5 and 6 present and seeks time to place on record affidavit in reply. However, ld. Counsel for the Applicant invited our attention to order dated 25.04.2017 whereby the respondent stated across the Bar that Company is not selling the Property. He has further invited our attention on Page 45 where the sale deed entered between Supreme Transport Organisation Pvt. Ltd *i.e.* Respondent No.1 herein and Sangeeta Aviation Services Pvt. Ltd. *i.e.* Respondent

NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
20-10-2027
GOVERNMENT OF INDIA

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

No.7 herein on 18.09.2018. Considering the above facts and on perusal of the record, Respondent Nos. 2, 5 and 6 are directed to maintain *status quo* (as on today) till the next date of hearing. Ld. Counsel for the Respondent Nos. 2, 5 and 6 are directed to place on record affidavit in reply well before the adjourned date by duly serving copy to the other side well in advance. List this matter on Board on **24.01.2022**.

Sd/-

SHYAM BABU GAUTAM
Member (Technical)

Sd/-

JUSTICE P.N. DESHMUKH
Member (Judicial)

Akash

Certified True Copy
Date of Application 14/12/2022
Number of Pages 2
Fee paid Rs. 10/-
Applicant called for collection copy on 14/12/22
Copy prepared on 14/12/2022
Copy delivered on 14/12/2022

Deputy Registrar 14/12/2022
National Company Law Tribunal, Mumbai Bench

NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
20-10-2027
GOVERNMENT OF INDIA

Annexure-5

~~EXHIBIT "A"~~

EXHIBIT "B"

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NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI

Item No. 8

Contempt Petition No. 4 of 2023 IN CP/88(MB)2015

CORAM:
MS. ANU JAGMOHAN SINGH
HON'BLE MEMBER (T)

Mr. H.V. SUBBA RAO
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON 18.05.2023

NAME OF THE PARTIES: - **Supreme Transport Organisation Private Limited**

Vs

Satish Kisanlal Agarwal

Section 241(1) & 242(4) of the Companies Act, 2013

ORDER

1. Heard Ld. Counsel Ms. Laxmi Gurung appearing for the Petitioner.

   None appeared for the Respondents.

2. The above Contempt Petition is filed alleging violation of status quo Order 05.12.2022 by Respondents, at this juncture pending hearing and disposal of the above Contempt Petition the learned counsel of the Petitioner sought an order of injunction restraining the Respondents from disposing of the Aircraft having description VT-UDN Cessna Grand Caravan C208B 2013 (OLD & Used AIRCRAFTS PARTS)-Without Engine.

NOTARY GOVT. OF INDIA ROSAL U. R. QURESHI Greater Mumbai Reg. No. 16072 Exp. On 29 Dec. 2024

NOTARY GOVERNMENT OF INDIA HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2077

3. In support of the above interim relief, she has placed before this Tribunal Invoice dated 29.04.2023 along with the letter dated 13.05.2023 issued by the Deputy Commissioner (DE), Customs House, Mundra granting permission for exporting the said Aircraft which was alleged to have been purchased by TREK AIR BV from the Company. Even though it was mentioned in the Invoice that there was no engine in the Aircraft, the above two documents relied by the Petitioner demonstrates that the Respondents are trying to ship the above stated Aircraft beyond India. Thus, we find that there is force in the submission made by the learned counsel for the Petitioner.

4. For the aforesaid reasons, this Bench is of the considered opinion that the Petitioner is justified in asking for the above reliefs. This Tribunal is of the further view, that unless a restraint order is issued, there is every likelihood of shipping the Aircraft out of India. In which event, serious hardship will be caused to the Petitioner. Therefore, considering the aforesaid circumstances the Respondent is restrained from shipping the above stated Aircraft out of India and further the Custom Authorities are directed not to permit shipping the Aircraft or parts thereof until further orders.

5. The Registry and the Petitioner herein are directed to communicate this order to the Respondents as well as the Deputy Commissioner Customs

NOTARY ... GOVT OF INDIA

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

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House Mundra Port and Deputy Commissioner (Export) Custom House Mundra forthwith.

6. List this matter on 11.07.2023.

Sd/-

ANU JAGMOHAN SINGH

Member (Technical)

18.05.2023

Priyal

Sd/-

H.V. SUBBA RAO

Member (Judicial)

NOTARY IQBAL U.R. QURESHI Greater Mumbai Reg. No. 10378 Exp. Dt. 29 Dec. 2024 GOVT. OF INDIA

NOTARY HEMANT JAMDAR MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

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EXHIBIT "C"

NATIONAL COMPANY LAW TRIBUNAL
COURT ROOM NO. 1,
MUMBAI BENCH

Item No. 37

CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018 CA 625/2022 CA 4/2023 CA 285/2023 CA 314/2023 In CP/88(MB)2015

CORAM:

SH. PRABHAT KUMAR JUSTICE VIRENDRASINGH BISHT (Retd.)
HON'BLE MEMBER (TECHNICAL) HON'BLE MEMBER (JUDICIAL)

ORDER SHEET OF THE HEARING ON **18.09.2023**

NAME OF THE PARTIES: **SUPREME TRANSPORT ORGANISATION PVT. LTD. V/S SATISH KISANLAL AGARWAL**

Section 241(1) Sec. 242(4) Sec 425 of the Companies Act, 2013

ORDER

1. It is brought to our notice that section 7 petition against the respondent is admitted in C.P. No. 368/2022 vide order dated 08.09.2023 by Court -2.
2. Consequently, this **CP/88(MB)2015** becomes infructuous.
3. All the pending IAs'/MAs' if any, filed in the present petition shall also stand disposed of having become infructuous.

Contempt Application 4/2023 –

List this contempt application on **17.10.2023** for hearing.

Sd/-
PRABHAT KUMAR
MEMBER (TECHNICAL)

Sd/-
JUSTICE VIRENDRASINGH BISHT
MEMBER (JUDICIAL)

Sapna

NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4752
Expiry Date
20-10-2027
GOVERNMENT OF INDIA

EXHIBIT "D"

NATIONAL COMPANY LAW TRIBUNAL
COURT ROOM NO. 1,
MUMBAI BENCH

Item No. 70

CA 4/2023 in CP/88(MB)2015

CORAM:

SH. PRABHAT KUMAR **JUSTICE VIRENDRASINGH BISHT (Retd.)**
HON'BLE MEMBER (TECHNICAL) **HON'BLE MEMBER (JUDICIAL)**

ORDER SHEET OF THE HEARING ON **17.10.2023**

NAME OF THE PARTIES: **SUPREME TRANSPORT ORGANISATION PVT. LTD V/s SATISH KISANLAL AGARWAL**

Section 241(1)-242(4), 425 of the Companies Act, 2013

ORDER

CA 4/2023 in CP/88(MB)2015

1) Ms. Surbhi Soni, Ld. Counsel for the Applicant and Ms. Mily Ghoshal, Ld. Counsel for the Resolution Professional of the Corporate Debtor are present.

2) Status quo order is vacated as the Respondent Company is already admitted under the Corporate Insolvency Resolution Process *vide* order dt. 08.09.2023, passed in Company Petition bearing CP (IB) No. 368 of 2022.

NOTARY
HEMANT LAKHAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
25-10-2027
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3) Applicant seeks short adjournment in the matter. At request, stand over to 02.11.2023, for further consideration and hearing. At the request of both sides, matter will be heard though Video Conferencing. Parties should be ready with requisite infrastructure to share the documents on-line during the hearing.

Sd/-

PRABHAT KUMAR
MEMBER (TECHNICAL)

Sd/-

JUSTICE VIRENDRASINGH BISHT
MEMBER (JUDICIAL)

Vedant Kedare

NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
26-10-2027
GOVERNMENT OF INDIA

EXHIBIT "E"

MINISTRY OF CORPORATE AFFAIRS
NOTIFICATION
New Delhi, the 3rd October, 2023

S.O. 4321(E).—WHEREAS, the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment were adopted under the joint auspices of International Civil Aviation Organization and the International Institute for the Unification of Private Law concluded at Cape Town on 16th November, 2001;

AND WHEREAS, India, being a signatory to and having acceded the Convention and the Protocol by depositing with the International Institute for the Unification of Private Law the instruments of accession on 31.03.2008;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (3) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), the Central Government hereby notifies that the provisions of sub-section (1) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters.

[F. No. Insol-30/9/2020-Insolvency-MCA]
ANITA SHAH AKELLA, Jt. Secy.

NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4752
Expiry Date
20-10-2027
GOVERNMENT OF INDIA

EXHIBIT "F"

EXHIBIT "A"

AIRCRAFT PURCHASE AGREEMENT

This Aircraft As-Is Purchase Agreement ("Agreement") is made and entered into as of the 20rd day of July 2022 by and between **TREK AIR BV The Netherlands**("Buyer") and **Supreme Transport Organisation Pvt Ltd, a Private Limited Corporation established as per Companies Act of India** ("Seller").

RECITALS

A. Seller will be the owner of a certain Aircraft at the time of sale, as defined in Section 1 below.

B. Seller desires to sell the Aircraft to Buyer.

C. Buyer desires to purchase the Aircraft from Seller in accordance with the terms and conditions of this Agreement.

D. However, since the subject aircraft has incident history (runway overshoot) and is currently secured in dismantled condition at Jaipur Airport in Rajasthan, India, the BUYER prefers to buy the airplane AS IS WHERE IS. The SHIPPING and INSURANCE of such airplane shall be covered and borne by the BUYER.

E. In consideration of the mutual covenants herein, the parties hereby agree as follows:

SECTION 1. SUBJECT MATTER OF SALE. Subject to the provisions of this Agreement, Seller agrees to sell and Buyer agrees to purchase the following aircraft, as further described on Exhibit A:

Make & Model:	Cessna 208B
Serial Number:	208B2420
Registration Number:	VT-UDN
Make & Model of Engines:	P&W Canada PT6A-114A
Engine Serial Numbers:	PCE-PC2041

together 'AS IS WHERE IS' with all parts, avionics, instruments, and other equipment installed thereon and all other loose equipment as further described on Exhibit A, and all maintenance records, manuals, logbooks, diagrams, and data in Seller's possession that pertain to the operation and maintenance of the aircraft (all of the foregoing items collectively referred to as the "Aircraft").

SECTION 2. PURCHASE PRICE. The total purchase price for the Aircraft shall be USD$550,000 ("Purchase Price") which shall be payable to Seller at the time of delivery of the Aircraft, as provided for in Section 4 below.

SECTION 3. DEPOSIT. For this agreement to be in effect, Buyer will make a deposit in the sum of USD$550,000.00 ("Deposit") into escrow with POWELL AIRCRAFT TITLE SERVICES based in Oklahoma ("Escrow Agent") pursuant to the terms of this agreement.

SECTION 4. CLOSING. The closing of the transaction contemplated by this Agreement (the "Closing") shall be held on or before the _AS MUTUALLY AGREED BY BOTH PARTIES_, ("Closing Date"), unless extended in writing by both parties. Delivery of the Aircraft by Seller to Buyer shall take place at JAIPUR or any other AIRPORT/SEAPORT or such other place as may be mutually agreed upon by Seller and Buyer ("Delivery Location"). Relocation costs to be paid by Buyer. The Closing shall proceed in the following manner:

Supreme Transport Organisation Pvt Ltd * Mumbai

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NOTARY * HEMANT JANGAM * MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

(i) On the Closing Date, Seller shall deliver the Aircraft free and clear of all liens and encumbrances, and with marketable title. Seller shall also provide copy of the DE-REGISTRATION of the aircraft from the Director General of Civil Aviation (DGCA) of the Govt of India.

(a) ESCROW will forward the Purchase Price of $550,000 to Seller as per seller's desired bank account, upon confirmation that the Bill of Sale is received together with confirmation of de-registration and No Objection Certificate from the ~Airport Authority of Jaipur that the shipment is cleared to leave with NO outstanding with the Maintenance Facility.
(b) file with the FAA the Bill of Sale, the Application for Registration, and any other escrowed documents to be filed with the FAA as agreed by Buyer and Seller, and (c) deliver to Buyer the Bill of Sale.
(c) Purchaser will have his Agent present at loading and handling his affairs to ensure swift shipment and closure.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF BUYER AND SELLER. Seller hereby represents and warrants as of the date hereof and the Closing Date as follows:

(i) Seller shall have as of the Closing Date good and marketable title to the Aircraft and on the Closing Date will deliver such title to Buyer free and clear of any liens, charges, security interests, or encumbrances of any kind;

(ii) Seller has full power, legal right, and authority to execute, deliver, and perform the provisions of this Agreement, and the Agreement is binding and enforceable in accordance with its terms;

(iii) Seller has paid all taxes, duties, penalties, charges, or invoices with respect to the Aircraft incurred on and before the Closing Date, inclusive of any taxes attributable to the transaction contemplated herein that would be due to be paid by Seller or imposed by the Government of India as part of this sale; and

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(iv) Seller has provided Buyer an opportunity to conduct a visual inspection of the Aircraft and an inspection of all maintenance records, manuals, logbooks, diagrams, and data in Seller's possession that pertain to the operation and maintenance of the Aircraft.

(v) The Aircraft will be delivered AS IS WHERE IS in DISMANTLED COMPLETE CONDITION

(vi) No person who owns a controlling interest in or otherwise controls Seller is or shall be (A) listed on the Specially Designated Nationals and Blocked Person List maintained by the U.S. Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (B) a person designated under Section 1(b), (c) or (d) of U.S. Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, and Seller is in compliance with all applicable laws, regulations, orders and government guidance in regard to foreign corrupt practices, and any similar, related or other governmental laws, regulations or orders, in each case to the extent applicable to the parties and transactions contemplated herein, including all applicable Bank Secrecy Act ("BSA") laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations.

(vii) Seller, and no Person who owns a direct or indirect interest in Seller, is a Person with whom a U.S. Person is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under U.S. law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.

(viii) Seller represents and warrants it is in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56 to the extent applicable to the parties and transactions contemplated herein.

Buyer hereby represents and warrants as of the date hereof and the Closing Date as follows:

(i) Buyer has full power, legal right, and authority to execute, deliver, and perform the provisions of this Agreement, and the Agreement is binding and enforceable in accordance with its terms;

(ii) Buyer has been provided by Seller an opportunity to conduct a visual inspection of the Aircraft and an inspection of all maintenance records, manuals, logbooks, diagrams, and data in Seller's possession that pertain to the operation and maintenance of the Aircraft;

(iii) Buyer represents and warrants and covenants that it has sufficient funding to purchase the Aircraft and that it shall only pay $550,000 towards purchase to the seller, which is inclusive of all taxes, duties and others paid

(iv) No person who owns a controlling interest in or otherwise controls Purchaser is or shall be (A) listed on the Specially Designated Nationals and Blocked Person List maintained by the U.S. Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (B) a person designated under Section 1(b), (c) or (d) of U.S. Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, and Purchaser is in compliance with all applicable laws, regulations, orders and government guidance in regard to foreign corrupt practices, and any similar, related or other governmental laws, regulations or orders, in each case to the extent applicable to the parties and transactions contemplated herein, including all applicable Bank Secrecy Act ("BSA") laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations.

Supreme Transport Organisation Pvt. Ltd. Mumbai

3-11

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF

(v) Purchaser, and no Person who owns a direct or indirect interest in Purchaser, is a Person with whom a U.S. Person is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under U.S. law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.

(vi) Purchaser represents and warrants it is in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56 to the extent applicable to the parties and transactions contemplated herein. .

SECTION 6. LIMITATION OF LIABILITY. THE AIRCRAFT IS BEING SOLD ON AN "AS IS" AND "WHERE IS" BASIS. THE SELLER'S EXPRESS WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, EXCEPT THE WARRANTY OF TITLE SET FORTH IN SECTION 5 ABOVE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES RELATING TO AIRWORTHINESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OR TRADE.

NEITHER PARTY SHALL BE LIABLE FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO THE AIRCRAFT, OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH CLAIMS ARISING OUT OF THIS AGREEMENT.

SECTION 7. TAXES, FEES, AND DUTIES. Except for any INDIA sales or use taxes, Buyer shall be responsible for any taxes, fees, and duties imposed by any other jurisdiction attributable to the transaction contemplated herein or the use of the Aircraft subsequent to the Closing Date, except that Buyer shall not be responsible for any of Seller's income tax obligations

SECTION 8. THIRD PARTY WARRANTIES. To the extent that any warranties or service plans from manufacturers, service providers, or suppliers are still in effect with respect to the Aircraft, and such rights are assignable without cost to Seller, such warranties and rights thereunder are hereby assigned to Buyer as of the Closing Date and any necessary consents or other documents evidencing such assignment will be included within the documents provided with the Aircraft.

SECTION 9. TRANSACTION COSTS AND EXPENSES. Buyer and Seller shall each pay fifty percent (50%) of all escrow fees. Except as otherwise expressly provided in this Agreement, each party shall bear its own transaction costs and expenses, including their respective legal fees and fees for any broker or finder retained by the party. Buyer and Seller may each pay their own closing costs at the title company of their own choosing.

SECTION 10. RISK OF LOSS. Seller shall bear full risk of loss with respect to the Aircraft until Buyer executes the Aircraft Delivery Receipt on the Closing Date, whereupon Buyer shall bear the risk of loss. In the event of material loss or damage to the Aircraft prior to the execution of the Aircraft Delivery Receipt that Seller, in its reasonable judgment, determines is not reasonably repairable prior to the Closing Date (such determination to be made and communicated in writing to Buyer within three (3) business days of the loss or damage to the Aircraft), Buyer shall be entitled to terminate this Agreement. Upon written notice from Buyer to Seller notifying Seller of Buyer's intent to terminate this Agreement in accordance with this Section, this Agreement shall terminate and, except for any obligations or liabilities arising prior to such termination, the parties shall be released from all obligations hereunder and the Deposit shall be immediately returned to the Buyer.

SECTION 11. DEFAULT. Failure of either Buyer or Seller to perform or comply with any of the terms and conditions of this Agreement shall constitute an "Event of Default" by such party. If an Event of Default occurs, the non-breaching party shall give notice of the Event of Default to the breaching party. If the breaching party fails to cure such Event of Default within three (3) business days of receiving notice, the non-breaching party may terminate the Agreement.

4-11

SECTION 12. FORCE MAJEURE. Neither Buyer nor Seller shall be liable for any failure to perform obligations under the Agreement to the extent beyond a party's control, including Acts of God or public enemy, war, insurrection, strikes, labor disputes, or domestic or foreign government regulations that prevent a party from meeting its obligations under the Agreement. If such force majeure prevents a party from meeting its obligations for more than thirty (30) days, the unaffected party may terminate the agreement and the Escrow Agent shall remit the Deposit to Buyer.

SECTION 13. CAPE TOWN CONVENTION. If the Aircraft's airframe and/or its engines qualify for registry on the International Registry created by the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment ("International Registry"), each of the parties agrees to register as transacting users with the International Registry. The parties authorize the Escrow Agent to take all steps necessary to register the sale of the Aircraft with the International Registry after the filing of the FAA Bill of Sale.

SECTION 14. GENERAL PROVISIONS

A. **Notice.** Notices hereunder shall be in writing and shall be deemed made when delivered by hand, or five (5) business days after being sent by registered mail, return receipt requested, postage prepaid, or on the next business day when sent by overnight courier or when transmitted by means of telecopy or other wire transmission (with request for assurance of receipt in a manner typical with respect to communications of that type and followed promptly with the original thereof) in each case at the address set forth below:

If to SELLER: Captain **Ammeet K Agarwal**
President & CEO
Supreme Transport Organisation Pvt Ltd
5B 34 Akshay Mittal Industrial Estate, MV Road,
Andheri East, Mumbai 400059 MH,
ammeet@supremeaviation.com
+91 9870811224

If to BUYER: Mr Michiel Kneefel
President & CEO
Trek Air BV
Beech Avenue 54, 1119 PW Schiphol Rijk The Netherlands
trekair@gmail.com
+31654281518

If to Buyer's/Seller's ESCROW:
10005 S. Penn Ste. A
Oklahoma City, OK 73159
kim@airtitle.com
+1 800 776 7287
ATTN: Kimberly Thompson

B. **Entire Agreement.** The terms and conditions of this Agreement constitute the entire agreement between the parties and supersede all previous negotiations, representations, and agreements with respect to the subject matter herein.

C. **Amendment.** This Agreement may not be modified or amended except by a written instrument signed by an authorized signatory of each par

D. **Assignment:** Neither party may assign any of its rights or delegate any of its obligations under this Agreement without prior written consent of the other party, with cousent shall not be unreasonably withheld. The Agreement will insure to the benefit of and will be binding upon each of the parties hereto and their respective and permitted assigns.

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NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

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B. T. RATNANI GREATER MUMBAI NOTARY

Confidentiality. The terms and conditions of this Agreement and the transaction contemplated hereby shall remain strictly confidential and shall not be disclosed by either party without the prior written consent of the other party, except as required by law, to complete the transaction and related filings, or for the purpose of disclosure to its auditors and legal or other professional advisors.

E. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the United States of America, without regard to conflicts of law principles. Exclusive jurisdiction and venue over any disputes between the parties arising under this Agreement shall be in, and each party hereby submits to the jurisdiction of, the courts of the United States of America. Both Parties further agree to waive their rights to a jury trial and, instead, to bench trial only.

F. **Severability.** If any portion of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall be considered valid and enforceable as though such unenforceable provisions were not included herein.

G. **Counterparts.** This Agreement may be executed in several counterparts by each of the parties, all such counterparts to constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SELLER

Supreme Transport Organisation Pvt Ltd
5B 34 Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai 400059 MS India

By: _____

Supreme Transport Organisation Pvt Ltd Mumbai

Name Captain Ammeter K Agarwal

Title: President and CEO

BUYER

Mr Michiel Kneefel
President & CEO
Trek Air BV
Beech Avenue 54, 1119 PW Schiphol Rijk The Netherlands
trekair@gmail.com
+31654281518

M. Kneefel

6-11

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2021 GOVERNMENT OF INDIA

M. T. RATNANI GREATER MUMBAI NOTARY

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7-11

NOTARY
HEMANT JAHGAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
20-10-2027
GOVERNMENT OF

EXHIBIT A

2013 Cessna Grand Caravan
VT-UDN
S/N: 208B2420

Approximate Total Time: 2170 Approximate Landings: 1667

ENGINE - Pratt and Whitney Canada PT6A-114 – 675 SHP s/n PCE-PC2041

Approximate Total Time: 2170 Approximate Cycles: 1688

PROPELLER – MISSING due to RUNWAY OVERSHOOT

EXTERIOR – Overall white with gray cargo pod, registration applied in vinyl decals

INTERIOR – 11 place commuter interior (two crew seats, three right hand two place seats opposite three single seats) with aft cabin baggage restraint –

AVIONICS - Garmin G1000 Integrated Cockpit System with two Primary Flight Displays and a center Multifunction Display

Dual Garmin Comms
Dual Garmin Navs
Dual Garmin GDC 74A Air Data Computers
Dual Garmin GRS 77 AHRS
Garmin GEA 71 Engine/Airframe Unit
Garmin GFC700 Autopilot / Yaw Damper
Garmin GTX-33 Mode S Transponder
Garmin GWX-68 Color Weather Radar
Garmin TAWS B
Garmin GMA 1374 Audio System
King KN-63 DME Receiver
King KR-87 ADF Receiver
King KRA-405B Radio Altimeter
King KTA-870 TCAS
King KHF-1050 HF Radio Provisions
FA2100 CVR/FDR Provisions

ADDITIONAL FEATURES:
TKS Deice System deactivated with removal of tank, filter and pump
Cargo Pod
Artex ME-406 2-Freq ELT
Dual Avionics Master Switch
Cabin PA System
Rudder Gust Lock STC

These specifications should be verified by buyer.

Supreme Transport Organisation Pvt Ltd Mumbai

NOTARY HEMANT JAHGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

EXHIBIT A

2013 Cessna Grand Caravan
VT-UDN
S/N: 20882420

Approximate Total Time: 2170 Approximate Landings: 1667

ENGINE - Pratt and Whitney Canada PT6A-114 – 675 SHP s/n PCE-PC2041

Approximate Total Time: 2170 Approximate Cycles: 1688

PROPELLER – MISSING due to RUNWAY OVERSHOOT

EXTERIOR – Overall white with gray cargo pod, registration applied in vinyl decals

INTERIOR – 11 place commuter interior (two crew seats, three right hand two place seats opposite three single seats) with aft cabin baggage restraint –

AVIONICS - Garmin G1000 Integrated Cockpit System with two Primary Flight Displays and a center Multifunction Display

Dual Garmin Comms
Dual Garmin Navs
Dual Garmin GDC 74A Air Data Computers
Dual Garmin GRS 77 AHRS
Garmin GEA 71 Engine/Airframe Unit
Garmin GFC700 Autopilot / Yaw Damper
Garmin GTX-33 Mode S Transponder
Garmin GWX-68 Color Weather Radar
Garmin TAWS B
Garmin GMA 1374 Audio System
King KN-63 DME Receiver
King KR-87 ADF Receiver
King KRA-405B Radio Altimeter
King KTA-870 TCAS
King KHF-1050 HF Radio Provisions
FA2100 CVR/FDR Provisions

ADDITIONAL FEATURES:
TKS Deice System deactivated with removal of tank, filter and pump
Cargo Pod
Artex ME-406 2-Freq ELT
Dual Avionics Master Switch
Cabin PA System
Rudder Gust Lock STC

These specifications should be verified by buyer.

Supreme Transport Organisation Pvt. Ltd. Mumbai

NOTARY HEMANT JAHGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 29-10-2027 GOVERNMENT OF INDIA

M. T. RATNANI GREATER MUMBAI NOTARY

EXHIBIT B

AIRCRAFT DELIVERY RECEIPT

Pursuant to the terms of that certain Aircraft Purchase Agreement dated as of the ___day of _____, 2022 ("Agreement"), between Supreme Transport Organisation Pvt Ltd ("Buyer") and 208B Trading Company, LLC ("Seller"), Buyer hereby acknowledges full and satisfactory delivery and receipt of the following aircraft, as further described on Exhibit A to the Agreement:

Make & Model:	Cessna 208B
Serial Number:	208B2420
Registration Number:	VT-UDN
Make & Model of Engines:	P&W Canada PT6A-114A
Engine Serial Numbers:	PCE-PC2041

together with all parts, avionics, instruments, and other equipment installed thereon and all other loose equipment as further described on Exhibit A, and all maintenance records, manuals, logbooks, diagrams, and data in Seller's possession that pertain to the operation and maintenance of the aircraft (all of the foregoing items collectively referred to as the "Aircraft"). The Aircraft was received by Buyer on the date and time and at the location set forth below:

Delivery Location: _____

Video of packing shared by the SELLER and CONTAINERS are SEALED.

Date: _____

Time: _____

IN WITNESS WHEREOF, Buyer has executed this Aircraft Delivery Receipt as of the_____day of _____, 2022

BUYER

Mr Michiel Kneefel
President & CEO
Trek Air BV
Beech Avenue 54, 1119 PW Schiphol Rijk The Netherlands
trekair@gmail.com
+31654281518

By: _____ Name: _____
Title: _____

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NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA GOVERNMENT OF

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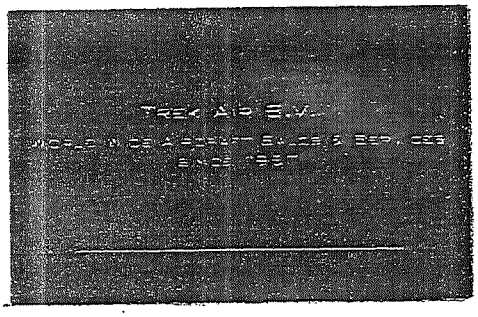
M. T. RATNANI
GREATER MUMBAI
NOTARY



MICHIEL KNEEFEL
OWNER / DIRECTOR
FAA CERTIFIED INSPECTOR

TREKAIR@GMAIL.COM
BEECH AVENUE 54 MOB +31(0)654281512
1119PW SCHIPHOL-RIJK FAX +31(0)23895(1932
THE NETHERLANDS

NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
20-10-2021
GOVERNMENT OF

11/11

TRUE COPY

M/s. Helal & Co.
Advocates & Solicitors

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. _____ OF 2023

IN

COMPANY PETITION (IB) No. 368/MB/2023

Kamal Agarwal & Ors	Applicants
Versus	
Prashant Jain & Anr.	Respondents

AFFIDAVIT IN SUPPORT OF THE INTERLOCUTORY APPLICATION

I, Ammeet Kamal Agarwal i.e., Applicant No 2, having my address as 901, Bikaner Bhawan, Opp jain Temple, J.B. Nagar, Andheri (E), Mumbai 400059 do on behalf of myself as well as Applicant No 1 and 3 solemnly affirm and state as under:

1. I state that I am familiar and well conversant with the facts and circumstances of the present matter and competent to depose and make necessary statement(s) in respect thereof.

2. I state that for all legal purposes and intent, the contents of the accompanying Application and the Application be read as part and parcel of present Affidavit and the same are not repeated herein for the sake of brevity.

3. I say that the contents of the accompanying Application have been drafted by my Advocates/counsel under my instructions and the same have been read over and understood by me and

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

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CHALLAN
MTR Form Number-6

GRN MH010923514202324P	BARCODE	Date 10/11/2023-17:58:28	Form ID

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Non-Judicial Stamps General Stamps SoS Mumbai only	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	GENERAL STAMP OFFICE MUMBAI	Full Name	Kamal Aggarwal and Ors.
Location	MUMBAI		
Year	2023-2024 One Time	Flat/Block No. Premises/Building	

Account Head Details	Amount In Rs.
0030056201 General Stamps	100.00
Total	100.00

Road/Street	
Area/Locality	
Town/City/District	
PIN	
Remarks (If Any)	Kamal Aggarwal and Ors
Amount In Words	One Hundred Rupees Only

Payment Details	SBIEPAY PAYMENT GATEWAY	FOR USE IN RECEIVING BANK		
Cheque-DD Details		Bank CIN	Ref. No.	10000502023111005684 / 6087053302528
Cheque/DD No.		Bank Date	RBI Date	10/11/2023-17:58:56 / Not Verified with RBI
Name of Bank		Bank-Branch		SBIEPAY PAYMENT GATEWAY
Name of Branch		Scroll No. , Date		Not Verified with Scroll

Department ID :
Mobile No. : 9769998391

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Print Date 10-11-2023 06:01:48

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CHANDHIOK & MAHAJAN
ADVOCATES AND SOLICITORS
NEW DELHI | MUMBAI | BENGALURU | HYDERABAD

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. 5487 OF 2023

IN

COMPANY PETITION (IB) NO. 368/MB/2023

Kamal Agarwal & Ors. ...Applicant

Versus

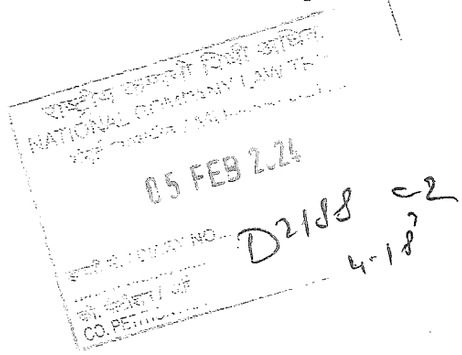
Prashant Jain & Anr. ...Respondents

IN THE MATTER BETWEEN

Axis Bank Ltd. ...Financial Creditor

Versus

Supreme Transport Organisation Pvt. Ltd. ...Corporate Debtor



Tc,

Registrar

NCLT, Mumbai

Ma'am/Sir,

We act on behalf of our client, the Respondent No. 1 being the IRP of Supreme Transport Organisation Pvt. Ltd. in the above referred matter.

Be pleased to take on record the Affidavit in Reply on behalf of our client.

Dated this 5th day of February 2024

Yours Truly,

Chandhiok & Mahajan
Advocate for the Respondent No.1
MAH/1652/2013

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You have uploaded below Document Successfully

IA Filing / Filing No : **2709138096772023**
Filing Date : **05-02-2024**

S. No.	Filing Number	Miscelleneous No	Party Name	File Name
1	2709138096772023	2709138096772023/1	Prashant Jain	Reply to IA 5487 of 2023.pdf

Receipt Print

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. 5487 OF 2024
IN
COMPANY PETITION (IB) NO. 368/MB/2023

Kamal Agarwal & Ors. ...Applicant

Versus

Prashant Jain & Anr. ...Respondent

IN THE MATTER BETWEEN

Axis Bank Ltd. ...Financial Creditor

Versus

Supreme Transport Organisation Pvt. Ltd. ...Corporate Debtor

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8.	Letter dated 10 January 2024 addressed by Applicant No. 2	A-7	67 to 69
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राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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Chandhiok and Mahajan
Advocates and Solicitors
63, 6th Floor, Free Press House,
Free Press Journal Road,
Nariman Point, Mumbai – 400021
Advocate for the Respondent
Email: cm.insol@chandhiok.com;
himanshu.vidhani@chandhiok.com
Phone: 7506080770 / 9971868533
MAH/1652/2013

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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CHALLAN
MTR Form Number-6

GRN	MH015005527202324P	BARCODE		Date	03/02/2024-15:27:42	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Non-Judicial Stamps General Stamps SoS Mumbai only	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	GENERAL STAMP OFFICE MUMBAI	Full Name	Mr. Prashant Jain
Location	MUMBAI		
Year	2024-2025 One Time	Flat/Block No. Premises/Building	

Account Head Details	Amount In Rs.
0030056201 General Stamps	100.00
Total	100.00

Road/Street	
Area/Locality	MUMBAI(SUBURBAN)
Town/City/District	
PIN	
Remarks (If Any)	
Amount In Words	One Hundred Rupees Only

Payment Details	SBIEPAY PAYMENT GATEWAY
Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK			
Bank CIN	Ref. No.	10000502024020303160	0987436161533
Bank Date	RBI Date	03/02/2024-15:29:09	Not Verified with RBI
Bank-Branch		SBIEPAY PAYMENT GATEWAY	
Scroll No. , Date		Not Verified with Scroll	

Mobile No. : 7977632623

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदणी करावयाच्या दस्तासाठी लागु आहे. नोदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

NOTARY
MRS. VEENA P. WAGLE
NAVI MUMBAI
MAHARASHTRA
Reg. No.15192
Exp. 01/10/2024
GOVT. OF INDIA

PRASHANT JAIN
IBBI REG. NO.
IBBI/IPA-001/
IP-P013168
2018-19/12131
INSOLVENCY PROFESSIONAL

Print Date 03-02-2024 03:31:27

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. 5487 OF 2023

IN

COMPANY PETITION (IB) NO. 368/MB/2023

KAMAL AGARWAL & ORS. ...APPLICANTS

VERSUS

PRASHANT JAIN & ANR. ...RESPONDENTS

REPLY ON BEHALF OF RESPONDENT NO. 1TO THE PRESENT INTERLOCUTORY APPLICATION

I, Prashant Jain, having my Office at A-501, Shanti Heights, Plot No. 2, 3, 9b, 10, Sector 11, Koparkhairne, Navi Mumbai 400 709, do hereby state on solemn affirmation as under:

1. That I am filing this reply ("**Reply**") to the captioned application ("**Application**") on behalf of Respondent No. 1, in capacity of Resolution Professional of Supreme Transport Organisation Private Limited ("**Corporate Debtor**").

2. I state that the averments/ submissions made in the Application, save and except those which are matters of record and/ or specifically admitted in this Reply, are denied in their entirety as being false, baseless, and misconceived and shall not be deemed to be admitted for specific non-traverse. I submit that the Application is based on incorrect facts and does not disclose the material facts which are necessary for adjudication of the present Application. The present Reply is limited to the extent of averments and assertions raised by the Applicants against me.

3. At the outset, I have perused the Application which proceeds on the basis of an Aircraft Purchase Agreement dated 20th July 2022 ("**Agreement**") between the Corporate Debtor (represented through the Applicant No.2) and one Mr. Micheal Kneefel, President and CEO of 'Trek Air BV' ("**Buyer**"), pertaining to purchase of the VT-UDN Cessna Grand Caravan C208B 2013 C208B1420 ("**Aircraft**") on

as is where is basis. In terms of the said Agreement the Aircraft was being sold for a total consideration of USD $ 5,50,000 and the said Aircraft is presently lying in a container at Mundra Port, Gujrat. As a Resolution Professional I am yet to be provided access to books and documents by the Applicants for which I have filed an application under Section 19(2) of the Code and the same is at present pending. Since I do not have all documents and information, I am unable to confirm whether the said transaction is undervalued or not. In any event, out of the agreed consideration of USD $ 5,50,000 only a sum of USD $ 60,000 has been received by the Corporate Debtor and the remaining amount of USD $ 4,90,000 has been transferred by the Buyer in a third-party account (as explained in detail herein below). As such, it is apparent that the Applicants have entered into the said Agreement to illegally usurp the money with an intent to defraud the creditors of the Corporate Debtor, I have therefore terminated the Agreement *vide* letter dated 29th January 2024 terminating the same as *ex-facie* illegal.Annexed hereto is a copy of the letter dated 29th January 2024 is hereto annexed and marked as **Annexure A-1**.

4. At the further outset, the Applicants havenot even made the Buyer a party to this Application which in all senses ought to be a necessary party to this Application. It is also not out of place to mention that the Aircraft is presently lying atMundra Port, Gujrat in a container and the promoters have pursuant to initiation of the CIRP has written a letter dated 30 October 2023 to Respondent No. 2requesting that the container carrying the Aircraft be allowed to be exported; and dues for the container and of Mundra Port are yet to be paid. Further, the Buyer and promoter of the Corporate Debtor have filed separate police complaints to pressurise me. The above thus displays the *mala fide* intent and conduct of the Applicant and therefore, the present Application ought to be dismissed on this ground alone.

5. Furthermore, the present Application proceeds on the basis of a Circular of IBBI dated 3October 2023 read with the Cape Town Convention, which does not apply

to this Aircraft as this Aircraft is not leased and is the sole property of the Corporate Debtor. The interpretation of the Applicant of the Circular read with the Convention is completely misplaced. The Applicant has approached this Hon'ble Tribunal with unclean hands only with an intent to further his act of defrauding the creditors.

6. Before dealing with the contents of the Application it is imperative to set out the material facts which have a bearing on the present Application:

   a. Between the promoters of the Corporate Debtor an application bearing CP 88 of 2015is pending for oppression and mismanagement ("**Oppression and Mismanagement Application**"). In that Oppression and Mismanagement Application, this Hon'ble Tribunal vide Order dated 5 December 2022directed *status quo*i.e. to continue their statement of not selling the property of the Corporate Debtor. A copy of the Order dated 5 December 2022 is annexed hereto and marked as **Annexure A-2.**

   b. Pursuant to the said Order dated 5 December 2022, Applicant No.2 entered into the said Agreement with Buyer in a clear breach of the order dated 5 December 2022. While in terms of the Agreement, the sale consideration has been agreed to as USD $ 5,50,000, however, only an amount of USD $60,000 has been transferred into the account of the Corporate Debtor as of 10 January 2023. This money was deposited in the Bank of Baroda account bearing no. 0472020000561 and while the CIRP started on 8 September 2023 I got access to this account only on 18 November 2023. The account was substantially emptied and had a balance of only Rs. 21,840/- (Rupees Twenty-One Thousand Eight Hundred Forty only) as of 8 September 2023 as against balance of Rs. 1,16,27,159 /- (Rupees One Crore Sixteen Lakhs Twenty-Seven Thousand One Hundred Fifty-Nine only) as of 6 April 2023. A copy of the Agreement is annexed to the Application and a copy of the

NOTARY MRS. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No.15192 Exp. Dt.27/10/2024 GOVT. OF INDIA

PRASHANT JAIN IBBI REG. NO. IBBI/IPA-001/ IP-P013168 2018-19/12131 INSOLVENCY PROFESSIONAL

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

transaction and the bank statement from 1 April 2023 to 17 November 2023is annexed hereto and marked as **Annexure A-3and Annexure- A-4**.

c. The CIRP was initiated pursuant to an Order dated 8 September 2023 passed by this Hon'ble Tribunal, as such moratorium was applicable from 8 September 2023. Pursuant to my appointment, on 6 November 2023 I received a communication from Office of the Principal Commissioner of Customs, Customs House, Mundra, Kutch, Gujrat intimating me request for release of Aircraft having been made pursuant to a letter dated 30 October 2023 addressed by Applicant No.2 on behalf the Corporate Debtor. The Applicant No.2 had no authority to address this letter to the Port and no such intimation was provided to me before issuing such letter. This displays the conduct of the Applicant who have been trying to always circumvent the law. Upon gathering all information, by my email and letter dated 7 November 2023, I informed the Port that the CIRP is ongoing and therefore no further action be taken on the request of the Applicants. A copy of the email and letterdated 7 November 2023 are annexed hereto and marked as **Annexure A-5 and Annexure A-6.**

d. Pursuant to this, the Applicants have filed the captioned Application and the same has been pending. While this Application was pending the Buyer intimated me of the police complaint filed by him before the Commissioner of Police, Mumbai("**Complaint of the Buyer**"). On a perusal of the Complaint, I realized that out of the sum of USD $ 5,50,000 anamount of USD $ 4,90,000 was deposited in a third-party account of one Shorelight Limited, United Kingdom, which has no relation with the Corporate Debtor whatsoever.

e. The Complaint of the Buyer suggests that an escrow account was opened with Corporate Debtor along with one Powell Aircraft Title Service LLC in the United States for completing this transaction as per the Agreement.

Pursuant to the instructions of Applicant No. 2, the Buyer transferred a sum of USD $ 60,000 into the bank account of the Corporate Debtor, which is about 10% of the total consideration. Whereas an amount of USD $4,90,000 being about 90% of the total consideration, was transferred on 7 February 2023, to a bank account bearing no. 77408568, maintained at Lloyds Bank at Leeds, England standing in the name of Shorelight Limited ("**Offshore Bank Account**"). It is also alleged that Shorelight Limited is owned and regulated by Mr. Natwarlal Tiberwal and Ms. Lata Tiberwal, who are relatives of Applicant No.2. There is no plausible explanation for transferring almost the entire consideration into an Offshore Account, except to defeat the genuine claims of stakeholders of Corporate Debtor, attempting to bring the transaction out of the clutches of Indian Laws.

f. I say that the Applicants left no stone unturned in attempting to effect illegal release of Aircraft. In one such attempt,the Applicant No. 2 *vide* his letter dated 10January 2024 addressed to Senior Inspector of Police, Sahar Police Station, Andheri (E), Mumbai thereby making false allegations against myself along with other accused persons, namely Mr. Vimal Agarwal, Mr. Girish Agarwal and Mr. Vikas K. Shukla be arrested on various charges as mentioned in the said letter. I must also bring to the notice of the Hon'ble Adjudicating Authoritythat I have time and again had to deal with resistance from the Applicants who are wholeheartedly trying to misuse the law and creating hindrances in discharge of my duty as an Officer of this Hon'ble Adjudicating Authority. Copy of the letter dated 10 January 2024 is annexed as **Annexure- 7.**

g. I say that the circumstances surrounding the Agreement, consequent transactions, conduct of Applicants and complaint of the Buyer makes it apparent that Agreement was entered into with the sole intention of defrauding the Corporate Debtors.I say that owing to the aforementioned

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facts, I have terminated the said Agreement vide my Termination Letter dated 29th January, 2024 under *Section 11- Default*. I say that the Agreement was terminated for safeguarding the interest of stakeholders and creditors as the Applicants had *mala fide* intentions to alienate assets belonging to the Corporate Debtor by indulging in fraudulent activities with third parties as mentioned above. It is not out of place to mention that the Applicants herein have acted in absolute disregard of the authority of Hon'ble NCLT and have transferred the proceeds of sale of Aircraft into the Offshore Bank Account in collusion with their relatives who are based out of United Kingdoms. I say that the Applicants want to benefit from the Agreement.A copy of this letter dated 29th January 2024 is at Annexure-1 above.

h. I say that I have replied to the allegations made against me in the letter dated 10 January 2024 *vide* my letter in response dated 2nd February 2024. I have informed the concerned police officer of the conduct of Applicants herein. I have also stated the reasons for which the said Agreement was terminated in interest of safeguarding justice. Copy of the reply letter dated 2nd February, 2024 is attached annexed as **Annexure-8**.

7. I say that despite these facts the Applicants have filed this present Applicant for release of Aircraft which was not only sold illegally but the proceeds of sale were also not brought into the accounts of the Corporate Debtor. I say that the Application has been rendered infructuous and since the Agreement stands terminated, the Aircraft should be dealt with in the mode and manner as provided under IBC. The Applicants have also sought an order of restriction against me from communicating with Respondent No. 2 in respect of the Aircraft, which cannot be granted as I, being the Resolution Professional have stepped into the shoes of the Corporate Debtor.

8. I state that I am filing the present Affidavit in Reply for the purpose of placing on record the true, complete, and correct facts of the case and opposing the above

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No. 15192 Exp. Dt. 27/10/2024 GOVT. OF INDIA

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Application. I crave leave of this Hon'ble Tribunal to file further affidavit(s) and documents, should the circumstances so warrant.

9. I shall now deal with parawise submissions made in the Interlocutory Application. For the sake of brevity however, I am only responding to those averments and paragraphs which pertain to me. In any case, I deny *in toto* the contents of all other averments/paragraphs, except in so far as they are consistent with what is stated herein.

A. With respect toparagraph No.1 of *Details of the Application*, I reiterate that the said Aircraft Purchase Agreement dated 20July 2022 has already been terminated *vide* a letter addressed by the undersigned to Buyer. Therefore, it is humbly submitted that the present Application has been rendered infructuous by virtue of the termination letter dated 29th January 2024.

10. With respect to paragraph No.8 of *Factual Background*, I deny that the Aircraft was sold before passing of the status quo order dated 5 December 2023, as the Applicant No. 2 who has executed the said Agreement was never interested in selling the Aircraft and it was done only to defraud the stakeholders and creditors of the Corporate Debtor by transferring the proceeds of sale to an offshore account.

11. With respect to paragraph No.14 of *Factual Background*, I state that since the Applicant No. 2 who has executed the Agreement did not have authority to sell the Aircraft, nor were they absolute owners of the Aircraft, they could not have cannot be executed the Agreement. I state that Agreement was entered into only with the sole objective of defrauding the Corporate Debtor and therefore, vitiates the validity of the Agreement rendering it null and void in the eyes of law. I say that the Applicants have come to this Hon'ble Adjudicating Authority with unclean hands and thus, this Application is liable to be rejected.

NOTARY GOVT. OF INDIA Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No.15192 Exp. 01.27/10/2024

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12. With respect to paragraph No.15 of *Factual Background*, I state that the Aircraft does not belong to the Applicants herein and in the light of Agreement being terminated*vide* letter dated 29th January 2024. Without prejudice to my rights, the Agreement pertaining to transferring the said Aircraft is not governed by the Cape Town Convention as Article 2 does not include the purchase or sale of aircrafts. It is further submitted that Resolution Professional has ample authority to sell the aircraft to secure the interests of shareholder and creditors of the Corporate Debtor.

13. With respect to paragraph No. 16 of *Factual Background*, I say that the Agreement was *void ab initio* as although the Agreement was executed before the CIRP proceeding begun, the Applicant No. 2 had no ownership or authority to sell the Aircraft which belongs to the Corporate Debtor.

14. With respect to paragraph No. 1 of *Grounds and Submissions*, I state that the said reliefs cannot be granted as the said Aircraft in question are sought to be released as an obligation towards the Agreement which is *void ab initio* and stands terminated as on this date. As mentioned above, I reiterate that the present Application has been rendered infructuous and is liable to rejected.

15. With respect to paragraph No. 5 of *Grounds and Submissions,* I state the Applicants have acted in teeth of order and against the spirit of the Code as they have time and again tried to gain benefit towards their personal gains at the cost of genuine claims which would not be satisfied if this Application is allowed. In fact, if this Application is allowed it would be detrimental not only to the Corporate Debtor but would also mean that patent illegality of the Applicants committing fraud would prevail. It is humbly submitted that the Applicantsare praying for release of the Aircraft belonging to the Corporate Debtor by entering in an Agreement by defrauding a third party.

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No.15192 Exp. Dt.27/10/2024 GOVT. OF INDIA

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16. In light of the preceding facts and submissions, it is submitted that the Applicant approached this Hon'ble Adjudicating Authority with unclean hands, and since the Application is not maintainable, the same deserves to be dismissed by this Hon'ble Adjudicating Authority.

Date: 03/02/2024
Place: Mumbai

PRASHANT JAIN
IBBI REG. NO.
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IP-P013168
2018-19/12131
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Resolution Professional/Respondent No.1

Filed through

Chandhiok and Mahajan
Counsels for the RP/Applicant

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NOTARY
MRS. VEENA P. WAGLE
NAVI MUMBAI
MAHARASHTRA
Reg. No. 15192
Exp. On 27/10/2024
GOVT. OF INDIA

VERIFICATION

I, Prashant Jain, having office at B610, BESL Tech Park, Sector 30A, Opposite Vashi Railway Station, Navi – Mumbai-400703; do hereby verify that the paras of the instant affidavit are true and correct to my own knowledge. No part of it is false and nothing material is concealed therefrom.

Verified at Mumbai on this 03rd day of February, 2024.

PRASHANT JAIN
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DEPONENT

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No. 15192 Exp. Dt. 27/10/2024 GOVT. OF INDIA NOTARIAL

BEFORE ME

03/02/2024

Mrs. VEENA PRAVIN WAGLE
B.Com, LL.B.
ADVOCATE & NOTARY
GOVT. OF INDIA
Notarial Reg. No. 383/2024
Date 03 FEB 2024

राष्ट्रीय कम्पनी विधी अधिकरण
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पीठ ई न्यायपीठ
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NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No. 15192 Exp. Dt. 27/10/2024 GOVT. OF INDIA

CA PRASHANT JAIN
INSOLVENCY PROFESSIONAL
IBBI Regd. No. IBBI/IPA-001/IPP01368/2018-2019/12131
Regd off. A-501, Shanti Heights, Plot No, 2,3,9b/10 , Sector 11, Koparkharine, Navi Mumbai - 400709 , MH.
Regd Email ID: ipprashantjain@gmail.com Mobile No. 9322743902

To,

Micheal Kneefel,

President & CEO,

Trek Air BV, Beech Avenue 54,

1119, PW Schiphol Rijk,

Neatherlands

Email: trekair@gmail.com

Date: 29th January, 2024

Kind Attn: Mr. Micheal Kneefel

Sub: Termination of the Aircraft Purchase Agreement dated 20th July 2022

Dear Sir,

1. We refer to the Aircraft Purchase Agreement dated 20th July 2022 executed between Supreme Transport Organisation Pvt. Ltd. ("**Corporate Debtor**") and Trek Air BV ("**You**").

2. As you must already be aware, the Company is undergoing corporate insolvency resolution process ("**CIRP**") as per the provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**") by the order dated 8 September 2023 passed by the National Company Law Tribunal, Mumbai Bench ("**NCLT**") and that undersigned has been appointed as the resolution professional ("**RP**") of the Company by order dated 8 August 2023 passed by the Hon'ble NCLT.

NOTARY MRS. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No. 15192 Exp. Dt. 27/10/2024 GOVT. OF INDIA

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Regd Email ID: ipprashantjain@gmail.com Mobile No. 9322743902

3. We also refer to your letter dated 30 November 2023 addressed to Commissioner of Police and Special Commissioner of Police, thereby alleging that Mr. Ammeet Agarwal along with his accomplices had conspired to defraud You. We have been given to understand that Aircraft Purchase Agreement dated 20th July 2022 ("**Agreement**") has been entered into between You and the Corporate Debtor for transfer of an aircraft being Cessna 208B, bearing Serial No. 208B240, Registration No. Vt-UDN and Engine Serial No. PCE-PC2041 ("**Aircraft**").

4. Admittedly, pursuant to the Agreement, You and the erstwhile Promoters of the Corporate Debtor had opened an Escrow Account in the United States along with Powell Aircraft Title service LLC for the purpose of receiving payments as contemplated in the Agreement. It has been brought to our notice that an amount of USD $5,50,000 being the full consideration towards the Agreement was deposited on 5 August 2023 in the said Escrow Account maintained at the United States.

5. Subsequently, upon instructions of Mr. Ammeet K Agarwal, You transferred an amount of USD $4,90,000 on 7 February 2023, from the said Escrow Account to an offshore account maintained in the United Kingdom, standing in the name of Mr. Natwarlal Tibrewal and Mrs. Lata Tibrewal being Uncle and Aunt of Mr. Ammeet respectively, running the firm under the name of Shorelight Ltd., U.K. The said sums ought to have been transferred into the bank account belonging to the Corporate Debtor, which was never done.

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No.15192 Exp. 01.27/10/2024 GOVT. OF INDIA

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Regd Email ID: ipprashantjain@gmail.com Mobile No. 9322743902

6. Thus, it is abundantly clear that the said Agreement was executed with *mala fide* intentions of defrauding the stakeholder, creditors of the Corporate Debtor, since the monies were admittedly transferred to third-party. It is also not out of place to mention that we have not seen the condition in which the aircraft is lying much less have ascertained the valuation of the Aircraft. Thus, we are unable to comment if the Aircraft is undervalued. Therefore, due to the aforementioned circumstances and in order to safeguard the interest of stakeholders and creditors of the Corporate Debtor, we hereby issue You a notice of 30 days to terminate the Agreement, pursuant to *Section 11- Default* of the Agreement. The termination of the Agreement shall take effect on the completion of the notice period of 30 days i.e. on 24/02/2024.

7. Nothing contained under this notice shall be construed as waiver of any rights, remedies, privileges, or immunities available to us under the Agreement and under Applicable Law. We further declare that upon such termination, we would not be responsible for carrying out any further terms and conditions of the Agreement.

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Mr. Prashant Jain
IRP in the matter of Supreme Transport Organisation Private Limited
Email: supremetransportorg.cirp@gmail.com
IBBI Regd. No. IBBI/IPA-001/IP-P01368/2018-2019/12131
CC: Mr. Ameet Agarwal

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No. 15192 Exp. Dt. 27/10/2024 GOVT. OF INDIA

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COURT-I, MUMBAI BENCH

Item 8

CA 625/2022 in CP/88(MB)2015

CORAM:
SH. SHYAM BABU GAUTAM — HON'BLE MEMBER (T)
JUSTICE P.N. DESHMUKH (Retd.) — HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **05.12.2022**

NAME OF THE PARTIES: **Supreme Transport Organisation Pvt. Ltd.**
VS
Satish Kisanlal Agarwal

Appearance (via video-conference):
For the Applicant : Mr. P. Nagesh, Sr Adv, Ms. Lakshmi Gurung, Mr. Manish G Varma, Ms. Surbhi Soni, Ms. Mampy Karmakar

For the Petitioner : Rakesh K. Singh alongwith Shivani Soni

Section. 241(1) & 242(4)

ORDER

IA 625/2022:-

This is an Application filed by Mr. Vimal Agrawal and others seeking various prayers under the said Company Application. The Ld. Counsel appearing for the Respondent Nos. 2, 5 and 6 present and seeks time to place on record affidavit in reply. However, ld. Counsel for the Applicant invited our attention to order dated 25.04.2017 whereby the respondent stated across the Bar that Company is not selling the Property. He has further invited our attention on Page 45 where the sale deed entered between Supreme Transport Organisation Pvt. Ltd *i.e.* Respondent No.1 herein and Sangeeta Aviation Services Pvt. Ltd. *i.e.* Respondent

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NOTARY
Mrs. VEENA P. WAGLE
NAVI MUMBAI
MAHARASHTRA
Reg. No. 15152
Exp. Dt. 27/10/2024
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No.7 herein on 18.09.2018. Considering the above facts and on perusal of the record, Respondent Nos. 2, 5 and 6 are directed to maintain *status quo* (as on today) till the next date of hearing. Ld. Counsel for the Respondent Nos. 2, 5 and 6 are directed to place on record affidavit in reply well before the adjourned date by duly serving copy to the other side well in advance. List this matter on Board on **24.01.2022**.

Sd/-

SHYAM BABU GAUTAM
Member (Technical)

Sd/-

JUSTICE P.N. DESHMUKH
Member (Judicial)

Akash

NOTARY
MRS. VEENA P. WAGLE
NAVI MUMBAI
MAHARASHTRA
Reg. No. 15192
Exp. Dt. 27/10/2024
GOVT. OF INDIA

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AIRCRAFT PURCHASE AGREEMENT

This Aircraft As-Is Purchase Agreement ("Agreement") is made and entered into as of the 20rd day of July 2022 by and between **TREK AIR BV The Netherlands**("Buyer") and **Supreme Transport Organisation Pvt Ltd, a Private Limited Corporation established as per Companies Act of India** ("Seller").

RECITALS

A. Seller will be the owner of a certain Aircraft at the time of sale, as defined in Section 1 below.

B. Seller desires to sell the Aircraft to Buyer.

C. Buyer desires to purchase the Aircraft from Seller in accordance with the terms and conditions of this Agreement.

D. However, since the subject aircraft has incident history (runway overshoot) and is currently secured in dismantled condition at Jaipur Airport in Rajasthan, India, the BUYER prefers to buy the airplane AS IS WHERE IS. The SHIPPING and INSURANCE of such airplane shall be covered and borne by the BUYER.

E. In consideration of the mutual covenants herein, the parties hereby agree as follows:

SECTION 1. SUBJECT MATTER OF SALE. Subject to the provisions of this Agreement, Seller agrees to sell and Buyer agrees to purchase the following aircraft, as further described on Exhibit A:

Make & Model:	Cessna 208B
Serial Number:	208B2420
Registration Number:	VT-UDN
Make & Model of Engines:	P&W Canada PT6A-114A
Engine Serial Numbers:	PCE-PC2041

together 'AS IS WHERE IS' with all parts, avionics, instruments, and other equipment installed thereon and all other loose equipment as further described on Exhibit A, and all maintenance records, manuals, logbooks, diagrams, and data in Seller's possession that pertain to the operation and maintenance of the aircraft (all of the foregoing items collectively referred to as the "Aircraft").

SECTION 2. PURCHASE PRICE. The total purchase price for the Aircraft shall be USD$550,000 ("Purchase Price") which shall be payable to Seller at the time of delivery of the Aircraft, as provided for in Section 4 below.

SECTION 3. DEPOSIT. For this agreement to be in effect, Buyer will make a deposit in the sum of USD$550,000.00 ("Deposit") into escrow with POWELL AIRCRAFT TITLE SERVICES based in Oklahoma ("Escrow Agent") pursuant to the terms of this agreement.

SECTION 4. CLOSING. The closing of the transaction contemplated by this Agreement (the "Closing") shall be held on or before the _AS MUTUALLY AGREED BY BOTH PARTIES_, ("Closing Date"), unless extended in writing by both parties. Delivery of the Aircraft by Seller to Buyer shall take place at JAIPUR or any other AIRPORT/SEAPORT or such other place as may be mutually agreed upon by Seller and Buyer ("Delivery Location"). Relocation costs to be paid by Buyer. The Closing shall proceed in the following manner:

Supreme Transport Organisation Pvt Ltd Mumbai

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(i) On the Closing Date, Seller shall deliver the Aircraft free and clear of all liens and encumbrances, and with marketable title. Seller shall also provide copy of the DE-REGISTRATION of the aircraft from the Director General of Civil Aviation (DGCA) of the Govt of India.

(a) ESCROW will forward the Purchase Price of $550,000 to Seller as per seller's desired bank account, upon confirmation that the Bill of Sale is received together with confirmation of de-registration and No Objection Certificate from the ~Airport Authority of Jaipur that the shipment is cleared to leave with NO outstanding with the Maintenance Facility.
(b) file with the FAA the Bill of Sale, the Application for Registration, and any other escrowed documents to be filed with the FAA as agreed by Buyer and Seller, and (c) deliver to Buyer the Bill of Sale.
(c) Purchaser will have his Agent present at loading and handling his affairs to ensure swift shipment and closure.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF BUYER AND SELLER. Seller hereby represents and warrants as of the date hereof and the Closing Date as follows:

(i) Seller shall have as of the Closing Date good and marketable title to the Aircraft and on the Closing Date will deliver such title to Buyer free and clear of any liens, charges, security interests, or encumbrances of any kind;

(ii) Seller has full power, legal right, and authority to execute, deliver, and perform the provisions of this Agreement, and the Agreement is binding and enforceable in accordance with its terms;

(iii) Seller has paid all taxes, duties, penalties, charges, or invoices with respect to theAircraft incurred on and before the Closing Date, inclusive of any taxes attributable to the transaction contemplated herein that would be due to be paid by Seller or imposed by the Government of India as part of this sale; and

Supreme Transport Organisation Pvt. Ltd. Mumbai

Jameet K Agarwal

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No.15192 Exp. Dt.27/10/2024 GOVT. OF INDIA

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(iv) Seller has provided Buyer an opportunity to conduct a visual inspection of the Aircraft and an inspection of all maintenance records, manuals, logbooks, diagrams, and data in Seller's possession that pertain to the operation and maintenance of the Aircraft.

(v) The Aircraft will be delivered AS IS WHERE IS in DISMANTLED COMPLETE CONDITION

(vi) No person who owns a controlling interest in or otherwise controls Seller is or shall be (A) listed on the Specially Designated Nationals and Blocked Person List maintained by the U.S. Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (B) a person designated under Section 1(b), (c) or (d) of U.S. Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, and Seller is in compliance with all applicable laws, regulations, orders and government guidance in regard to foreign corrupt practices, and any similar, related or other governmental laws, regulations or orders, in each case to the extent applicable to the parties and transactions contemplated herein, including all applicable Bank Secrecy Act ("BSA") laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations.

(vii) Seller, and no Person who owns a direct or indirect interest in Seller, is a Person with whom a U.S. Person is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under U.S. law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.

(viii) Seller represents and warrants it is in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56 to the extent applicable to the parties and transactions contemplated herein.

Buyer hereby represents and warrants as of the date hereof and the Closing Date as follows:

(i) Buyer has full power, legal right, and authority to execute, deliver, and perform the provisions of this Agreement, and the Agreement is binding and enforceable in accordance with its terms;

(ii) Buyer has been provided by Seller an opportunity to conduct a visual inspection of the Aircraft and an inspection of all maintenance records, manuals, logbooks, diagrams, and data in Seller's possession that pertain to the operation and maintenance of the Aircraft;

(iii) Buyer represents and warrants and covenants that it has sufficient funding to purchase the Aircraft and that it shall only pay $550,000 towards purchase to the seller, which is inclusive of all taxes, duties and others paid

(iv) No person who owns a controlling interest in or otherwise controls Purchaser is or shall be (A) listed on the Specially Designated Nationals and Blocked Person List maintained by the U.S. Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (B) a person designated under Section 1(b), (c) or (d) of U.S. Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, and Purchaser is in compliance with all applicable laws, regulations, orders and government guidance in regard to foreign corrupt practices, and any similar, related or other governmental laws, regulations or orders, in each case to the extent applicable to the parties and transactions contemplated herein, including all applicable Bank Secrecy Act ("BSA") laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations.

COMPANY LAW TRIBUNAL MUMBAI BENCH

Supreme Transport Organisation Pvt Ltd Mumbai

NOTARY Mrs. VEENA P. WAGHE NAVI MUMBAI MAHARASHTRA Reg. No.15132 Exp. Dt.27/10/2024 GOVT. OF INDIA

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PRASHANT JAIN IBBI REG. NO. IBBI/IPA-001/IP-P01/3168/2018-19/12131 INSOLVENCY PROFESSIONAL

(v) Purchaser, and no Person who owns a direct or indirect interest in Purchaser, is a Person with whom a U.S. Person is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under U.S. law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.

(vi) Purchaser represents and warrants it is in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56 to the extent applicable to the parties and transactions contemplated herein.

SECTION 6. LIMITATION OF LIABILITY. THE AIRCRAFT IS BEING SOLD ON AN "AS IS" AND "WHERE IS" BASIS. THE SELLER'S EXPRESS WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, EXCEPT THE WARRANTY OF TITLE SET FORTH IN SECTION 5 ABOVE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES RELATING TO AIRWORTHINESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OR TRADE.

NEITHER PARTY SHALL BE LIABLE FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO THE AIRCRAFT, OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH CLAIMS ARISING OUT OF THIS AGREEMENT.

SECTION 7. TAXES, FEES, AND DUTIES. Except for any INDIA sales or use taxes, Buyer shall be responsible for any taxes, fees, and duties imposed by any other jurisdiction attributable to the transaction contemplated herein or the use of the Aircraft subsequent to the Closing Date, except that Buyer shall not be responsible for any of Seller's income tax obligations

SECTION 8. THIRD PARTY WARRANTIES. To the extent that any warranties or service plans from manufacturers, service providers, or suppliers are still in effect with respect to the Aircraft, and such rights are assignable without cost to Seller, such warranties and rights thereunder are hereby assigned to Buyer as of the Closing Date and any necessary consents or other documents evidencing such assignment will be included within the documents provided with the Aircraft.

SECTION 9. TRANSACTION COSTS AND EXPENSES. Buyer and Seller shall each pay fifty percent (50%) of all escrow fees. Except as otherwise expressly provided in this Agreement, each party shall bear its own transaction costs and expenses, including their respective legal fees and fees for any broker or finder retained by the party. Buyer and Seller may each pay their own closing costs at the title company of their own choosing.

SECTION 10. RISK OF LOSS. Seller shall bear full risk of loss with respect to the Aircraft until Buyer executes the Aircraft Delivery Receipt on the Closing Date, whereupon Buyer shall bear the risk of loss. In the event of material loss or damage to the Aircraft prior to the execution of the Aircraft Delivery Receipt that Seller, in its reasonable judgment, determines is not reasonably repairable prior to the Closing Date (such determination to be made and communicated in writing to Buyer within three (3) business days of the loss or damage to the Aircraft), Buyer shall be entitled to terminate this Agreement. Upon written notice from Buyer to Seller notifying Seller of Buyer's intent to terminate this Agreement in accordance with this Section, this Agreement shall terminate and, except for any obligations or liabilities arising prior to such termination, the parties shall be released from all obligations hereunder and the Deposit shall be immediately returned to the Buyer.

SECTION 11. DEFAULT. Failure of either Buyer or Seller to perform or comply with any of the terms and conditions of this Agreement shall constitute an "Event of Default" by such party. If an Event of Default occurs, the non-breaching party shall give notice of the Event of Default to the breaching party. If the breaching party fails to cure such Event of Default within three (3) business days of receiving notice, the non-breaching party may terminate the Agreement.

Supreme Transport Organisation Pvt. Ltd. Mumbai

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Regn. No. 15192 Exp. Dt. 27/10/2024 GOVT. OF INDIA

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SECTION 12. FORCE MAJEURE. Neither Buyer nor Seller shall be liable for any failure to perform obligations under the Agreement to the extent beyond a party's control, including Acts of God or public enemy, war, insurrection, strikes, labor disputes, or domestic or foreign government regulations that prevent a party from meeting its obligations under the Agreement. If such force majeure prevents a party from meeting its obligations for more than thirty (30) days, the unaffected party may terminate the agreement and the Escrow Agent shall remit the Deposit to Buyer.

SECTION 13. CAPE TOWN CONVENTION. If the Aircraft's airframe and/or its engines qualify for registry on the International Registry created by the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment ("International Registry"), each of the parties agrees to register as transacting users with the International Registry. The parties authorize the Escrow Agent to take all steps necessary to register the sale of the Aircraft with the International Registry after the filing of the FAA Bill of Sale.

SECTION 14. GENERAL PROVISIONS

A. **Notice.** Notices hereunder shall be in writing and shall be deemed made when delivered by hand, or five (5) business days after being sent by registered mail, return receipt requested, postage prepaid, or on the next business day when sent by overnight courier or when transmitted by means of telecopy or other wire transmission (with request for assurance of receipt in a manner typical with respect to communications of that type and followed promptly with the original thereof) in each case at the address set forth below:

If to SELLER: Captain **Ammeet K Agarwal**
President & CEO
Supreme Transport Organisation Pvt Ltd
5B 34 Akshay Mittal Industrial Estate, MV Road,
Andheri East, Mumbai 400059 MH,
ammeet@supremeaviation.com
+91 9870811224

Supreme Transport Organisation Pvt Ltd Mumbai

If to BUYER: Mr Michiel Kneefel
President & CEO
Trek Air BV
Beech Avenue 54, 1119 PW Schiphol Rijk The Netherlands
trekair@gmail.com
+31654281518

If to Buyer's/Seller's ESCROW:
10005 S. Penn Ste. A
Oklahoma City, OK 73159
kim@airtitle.com
+1 800 776 7287
ATTN: Kimberly Thompson

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

B. **Entire Agreement.** The terms and conditions of this Agreement constitute the entire agreement between the parties and supersede all previous negotiations, representations, and agreements with respect to the subject matter herein.

C. **Amendment.** This Agreement may not be modified or amended except by a written instrument signed by an authorized signatory of each par

D. **Assignment:** Neither party may assign any of its rights or delegate any of its obligations under this Agreement without prior written consent of the other party, with consent shall not be unreasonably withheld. The Agreement will insure to the benefit of and will be binding upon each of the parties hereto and their respective and permitted assigns.

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NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No. 15192 Exp. 01/27/10/2024 GOVT. OF INDIA

PRASHANT JAIN IBBI REG. NO. IBBI/IPA-001/IP-P013168 2018-19/12131 INSOLVENCY PROFESSIONAL

Confidentiality. The terms and conditions of this Agreement and the transaction contemplated hereby shall remain strictly confidential and shall not be disclosed by either party without the prior written consent of the other party, except as required by law, to complete the transaction and related filings, or for the purpose of disclosure to its auditors and legal or other professional advisors.

E. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the United States of America, without regard to conflicts of law principles. Exclusive jurisdiction and venue over any disputes between the parties arising under this Agreement shall be in, and each party hereby submits to the jurisdiction of, the courts of the United States of America. Both Parties further agree to waive their rights to a jury trial and, instead, to bench trial only.

F. **Severability.** If any portion of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall be considered valid and enforceable as though such unenforceable provisions were not included herein.

G. **Counterparts.** This Agreement may be executed in several counterparts by each of the parties, all such counterparts to constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SELLER

Supreme Transport Organisation Pvt Ltd
5B 34 Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai 400059 MS India

By: _____ Ammeter K Agarwal

Supreme Transport Organisation Pvt Ltd Mumbai

Name Captain Ammeter K Agarwal

Title: President and CEO

BUYER

Mr Michiel Kneefel
President & CEO
Trek Air BV
Beech Avenue 54, 1119 PW Schiphol Rijk The Netherlands
trekair@gmail.com
+31654281518

M. Kneefel

6-11

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई खंडपीठ MUMBAI BENCH

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No. 15192 Exp. Dt. 27/10/2024 GOVT. OF INDIA

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NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

7-11

NOTARY
Mrs. VEENA P. WAGLE
NAVI MUMBAI
MAHARASHTRA
Reg. No. 15192
Exp. Dt. 27/10/2024
GOVT. OF INDIA

PRASHANT JAIN
IBBI REG. NO.
IBBI/IPA-001/
IP-P013168
2018-19/12131
INSOLVENCY PROFESSIONAL

EXHIBIT A

2013 Cessna Grand Caravan
VT-UDN
S/N: 208B2420

Approximate Total Time: 2170 **Approximate Landings:** 1667

ENGINE - Pratt and Whitney Canada PT6A-114 – 675 SHP s/n PCE-PC2041

Approximate Total Time: 2170 **Approximate Cycles:** 1688

PROPELLER – MISSING due to RUNWAY OVERSHOOT

EXTERIOR – **Overall white with gray cargo pod,** registration applied in vinyl decals

INTERIOR – **11 place** commuter interior (two crew seats, three right hand two place seats opposite three single seats) with aft cabin baggage restraint –

AVIONICS - Garmin G1000 Integrated Cockpit System with two Primary Flight Displays and a center Multifunction Display

Dual Garmin Comms
Dual Garmin Navs
Dual Garmin GDC 74A Air Data Computers
Dual Garmin GRS 77 AHRS
Garmin GEA 71 Engine/Airframe Unit
Garmin GFC700 Autopilot / Yaw Damper
Garmin GTX-33 Mode S Transponder
Garmin GWX-68 Color Weather Radar

Garmin TAWS B
Garmin GMA 1374 Audio System
King KN-63 DME Receiver
King KR-87 ADF Receiver
King KRA-405B Radio Altimeter
King KTA-870 TCAS
King KHF-1050 HF Radio Provisions
FA2100 CVR/FDR Provisions

ADDITIONAL FEATURES:
TKS Deice System deactivated with removal of tank, filter and pump
Cargo Pod
Artex ME-406 2-Freq ELT

Dual Avionics Master Switch
Cabin PA System
Rudder Gust Lock STC

These specifications should be verified by buyer.

Supreme Transport Organisation Pvt Ltd Mumbai

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No. 15192 Exp. Dt. 27/10/2024 GOVT. OF INDIA

PRASHANT JAIN IBBI REG. NO. IBBI/IPA-001/IP-P013168 2018-19/12131 INSOLVENCY PROFESSIONAL

EXHIBIT B

AIRCRAFT DELIVERY RECEIPT

Pursuant to the terms of that certain Aircraft Purchase Agreement dated as of the ___day of _____, 2022 ("Agreement"), between Supreme Transport Organisation Pvt Ltd ("Buyer") and 208B Trading Company, LLC ("Seller"), Buyer hereby acknowledges full and satisfactory delivery and receipt of the following aircraft, as further described on Exhibit A to the Agreement:

Make & Model:	Cessna 208B
Serial Number:	208B2420
Registration Number:	VT-UDN
Make & Model of Engines:	P&W Canada PT6A-114A
Engine Serial Numbers:	PCE-PC2041

together with all parts, avionics, instruments, and other equipment installed thereon and all other loose equipment as further described on Exhibit A, and all maintenance records, manuals, logbooks, diagrams, and data in Seller's possession that pertain to the operation and maintenance of the aircraft (all of the foregoing items collectively referred to as the "Aircraft"). The Aircraft was received by Buyer on the date and time and at the location set forth below:

Delivery Location: _____

Video of packing shared by the SELLER and CONTAINERS are SEALED.

Date: _____

Time: _____

IN WITNESS WHEREOF, Buyer has executed this Aircraft Delivery Receipt as of the_____day of _____, 2022

Mr Michiel Kneefel
President & CEO
Trek Air BV
Beech Avenue 54, 1119 PW Schiphol Rijk The Netherlands
trekair@gmail.com
+31654281518

BUYER

By: _____ Name: _____
Title: _____

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NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

9-11

NOTARY
Mrs. VEENA P. WAGLE
NAVI MUMBAI
MAHARASHTRA
Reg. No. 15192
Exp. Dt. 27/10/2024
GOVT. OF INDIA

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EXHIBIT C FAA

BILL OF SALE

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MUMBAI BENCH

10 - 11

NOTARY
Mrs. VEENA P. WAGLE
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GOVT. OF INDIA

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2018-19/12131
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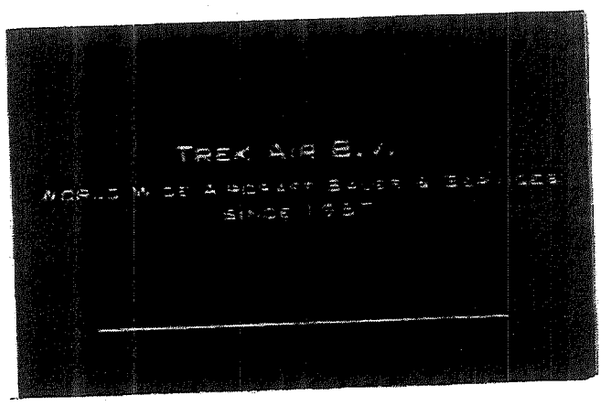

MICHIEL KNEEFEL
OWNER / DIRECTOR
FAA CERTIFIED INSPECTOR

TREKAIR@GMAIL.COM
BEECH AVENUE 54 MOB +31(0)654281518
1119PW SCHIPHOL-RIJK FAX +31(0)235901932
THE NETHERLANDS

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

11/11

NOTARY
Mrs. VEENA P. WAGLE
NAVI MUMBAI
MAHARASHTRA
Reg. No. 15192
Exp. Dt. 27/10/2024
GOVT. OF INDIA

PRASHANT JAIN
IBBI REG. NO.
IBBI/IPA-001
IP-P013168
2018-19/12131
INSOLVENCY PROFESSIONAL

BANK OF BARODA
SAKINAKA MUMBAI
ADDRESS: 4-5 TOWN CENTER NEAR MITTAL ESTATE, SA,MUMBA,MH,400059
HELPLINE NO. : 1800223344/18001024455/18002584455
BRANCH PHONE NO. :022-28508565
MICR CODE: 400012057 IFSC CODE: BARBOSAKINA

Date: 18-11-2023
Time: 13:56:01

Page No: 1

A/C Name : M/S. SUPREME TRANSPORT ORGANISATION PVT LTD
Address : 5 B 34 AKSHAY MITTAL INDUSTRIAL ESTATE
M V ROAD ANDHERI E MUMBAI
City : MUMBAI Pin Code : 400059
Tel No. :
Joint Holders:

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 01-04-2023 to 18-11-2023

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
01-04-23	DIGITA-MUMBAI/				4,749.54Cr	
03-04-23	DIGITA-MUMBAI/NEFT-N092232397976			1,23,000.00	1,27,749.54Cr	
04-04-23	SERBOM-MUMBAI/683473:MICR INWD C		5,52,002.00		4,24,252.46Dr	
04-04-23	SERBOM-MUMBAI/RETURNED:683473:FU			5,52,002.00	1,27,749.54Cr	
04-04-23	SERBOM-MUMBAI/OUTWARD RETURN CHA		590.00		1,27,159.54Cr	
05-04-23	RTGS-HDFCR52023040596415081-SUPR			4,00,000.00	5,27,159.54Cr	
05-04-23	RTGS-HDFCR52023040596478832-SUPR			11,00,000.00	16,27,159.54Cr	
06-04-23	SERBOM-MUMBAI/BY INST 101102 : M			1,00,00,000.00	1,16,27,159.54Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		1,16,27,153.94Cr	
06-04-23	NEFT-BARBS23096427487-SUPREME AV	683477	1,00,000.00		1,15,27,153.94Cr	
06-04-23	SERBOM-MUMBAI/REJECT:101102:PAYM		1,00,00,000.00		15,27,153.94Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		15,27,148.34Cr	
06-04-23	NEFT-BARBS23096947362-BEEKESH CH		22,000.00		15,05,148.34Cr	

NOTARY
Mrs. VEENA P. WAGLE
NAVI MUMBAI
MAHARASHTRA
Reg. No. 15692
Exp. 02/07/2024
GOVT. OF INDIA

PRASHANT JAIN
IBBI REG. NO.
IBBI/IPA-001/
IP-P013168
2018-19/12131
INSOLVENCY PROFESSIONAL

06-04-23	Charges for PORD Customer Paymen	5.60		15,05,142.74Cr
06-04-23	NEFT-BARBS23096947379-ARVIND RAJ	33,000.00		14,72,142.74Cr
06-04-23	Charges for PORD Customer Paymen	5.60		14,72,137.14Cr
06-04-23	NEFT-BARBS23096947388-NEHA SECUR	11,000.00		14,61,137.14Cr
06-04-23	Charges for PORD Customer Paymen	5.60		14,61,131.54Cr
06-04-23	NEFT-BARBS23096947399-NEHA SECUR	11,000.00		14,50,131.54Cr
06-04-23	Charges for PORD Customer Paymen	5.60		14,50,125.94Cr
06-04-23	NEFT-BARBS23096947409-SUDAMA RAJ	20,000.00		14,30,125.94Cr
06-04-23	Charges for PORD Customer Paymen	5.60		14,30,120.34Cr
06-04-23	NEFT-BARBS23096947416-ALERT SECU	14,160.00		14,15,960.34Cr
06-04-23	Charges for PORD Customer Paymen	5.60		14,15,954.74Cr
06-04-23	NEFT-BARBS23096947425-ALERT SECU	11,800.00		14,04,154.74Cr
06-04-23	Charges for PORD Customer Paymen	2.65		14,04,152.09Cr
06-04-23	NEFT-BARBS23096947437-SAGAR RAME	7,800.00		13,96,352.09Cr
06-04-23	Charges for PORD Customer Paymen	2.65		13,96,349.44Cr
06-04-23	NEFT-BARBS23096948051-NATHO PRAS	6,000.00		13,90,349.44Cr
06-04-23	Charges for PORD Customer Paymen	5.60		13,90,343.84Cr
06-04-23	NEFT-BARBS23096948065-VIJAY PANW	33,000.00		13,57,343.84Cr
06-04-23	Charges for PORD Customer Paymen	5.60		13,57,338.24Cr
06-04-23	NEFT-BARBS23096948076-DASHRATH P	11,500.00		13,45,838.24Cr
06-04-23	Charges for PORD Customer Paymen	5.60		13,45,832.64Cr
06-04-23	NEFT-BARBS23096948089-BANDHU THA	13,000.00		13,32,832.64Cr
Page Total:		1,08,46,918.90	1,21,75,002.00	13,32,832.64Cr

Note: Cheques received in inward clearing will be considered for debiting/
returning on the basis opening balance in account
Unless the constituent notifies the bank of any discrepancy in this statement

BANK OF BARODA
SAKINAKA MUMBAI
ADDRESS: 4-5 TOWN CENTER NEAR MITTAL ESTATE, SA,MUMBA,MH,400059
HELPLINE NO. : 1800223344/18001024455/18002584455
BRANCH PHONE NO. :022-28508565
MICR CODE: 400012057 IFSC CODE: BARBOSAKINA

Date: 18-11-2023
Time: 13:56:01

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 01-04-2023 to 18-11-2023

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
06-04-23	Charges for PORD Customer Paymen		2.65		13,32,829.99Cr	
06-04-23	NEFT-BARBS23096948102-GIRIDHARI		6,741.00		13,26,088.99Cr	
06-04-23	Charges for PORD Customer Paymen		2.65		13,26,086.34Cr	
06-04-23	NEFT-BARBS23096948114-AMBIKA ENT		5,581.00		13,20,505.34Cr	
06-04-23	Charges for PORD Customer Paymen		2.65		13,20,502.69Cr	
06-04-23	NEFT-BARBS23096948128-KAVYA FLOR		5,520.00		13,14,982.69Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		13,14,977.09Cr	
06-04-23	NEFT-BARBS23096948137-BEEKESH CH		26,542.00		12,88,435.09Cr	
06-04-23	Charges for PORD Customer Paymen		29.20		12,88,405.89Cr	
06-04-23	NEFT-BARBS23096949048-SK RAVI-I.		2,54,200.00		10,34,205.89Cr	
06-04-23	Charges for PORD Customer Paymen		17.40		10,34,188.49Cr	
06-04-23	NEFT-BARBS23096949064-GEETA RANI		1,25,000.00		9,09,188.49Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		9,09,182.89Cr	
06-04-23	NEFT-BARBS23096949069-HARI PRASA		22,000.00		8,87,182.89Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		8,87,177.29Cr	
06-04-23	NEFT-BARBS23096949079-MANOJ KUMA		22,064.00		8,65,113.29Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		8,65,107.69Cr	
06-04-23	NEFT-BARBS23096949089-ARKIN KUMA		45,000.00		8,20,107.69Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		8,20,102.09Cr	
06-04-23	NEFT-BARBS23096949106-BABU-RAJAS		16,000.00		8,04,102.09Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		8,04,096.49Cr	
06-04-23	NEFT-BARBS23096949119-NEMA RAM-R		16,000.00		7,88,096.49Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		7,88,090.89Cr	
06-04-23	NEFT-BARBS23096949129-BASTA RAM-		16,000.00		7,72,090.89Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		7,72,085.29Cr	
06-04-23	NEFT-BARBS23096949143-AKASH DEEP		24,000.00		7,48,085.29Cr	
06-04-23	Charges for PORD Customer Paymen		5.60		7,48,079.69Cr	
06-04-23	NEFT-BARBS23096949852-RAJU LAL M		18,000.00		7,30,079.69Cr	

NOTARY
Mrs. VEENA P. WAGLE
NAVI MUMBAI
MAHARASHTRA
Reg. No.15192
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INSOLVENCY PROFESSIONAL
IBBI REG. NO.
IBBI/IPA-001/
IP-P013168-
2018-19/12131

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06-04-23	DIGITA-MUMBAI/RTN:NEFT-BARBS2309		16,000.00	7,46,079.69Cr
06-04-23	SERBOM-MUMBAI/INWARD RETURN	590.00		7,45,489.69Cr
06-04-23	SALARY-SANEAS-MALPUR-NAGAUR-NAGA 683476	1,78,500.00		5,66,989.69Cr
07-04-23	SERBOM-MUMBAI/LIC 89 F 0060035 683474	7,770.00		5,59,219.69Cr
10-04-23	Charges for PORD Customer Paymen	58.00		5,59,161.69Cr
10-04-23	RTGS-BARBR52023041000998038-UNIT 683478	5,52,252.00		6,909.69Cr
11-04-23	ATM/12/XXXXXXXXX	4,000.00		2,909.69Cr
11-04-23	ATM/13/XXXXXXXXX	1,000.00		1,909.69Cr
13-04-23	SMS Charges for FEB 23	16.99		1,892.70Cr
20-04-23	ATM/76/XXXXXXXXX	1,000.00		892.70Cr
22-04-23	DIGITA-MUMBAI/NEFT-SBIN123112962		7,27,879.00	7,28,771.70Cr
22-04-23	ATM/7/XXXXXXXXXX	15,000.00		7,13,771.70Cr
22-04-23	ATM/8/XXXXXXXXXX	15,000.00		6,98,771.70Cr
22-04-23	ATM/9/XXXXXXXXXX	15,011.80		6,83,759.90Cr
Page Total:		13,92,951.74	7,43,879.00	6,83,759.90Cr

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BRANCH PHONE NO. :022-28508565
MICR CODE: 400012057 IFSC CODE: BARBOSAKINA

Date: 18-11-2023
Time: 13:56:01

Page No: 3

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 01-04-2023 to 18-11-2023

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No.15192 Exp. Dt.27/10/2024 GOVT. OF INDIA

PRASHANT JAIN IBBI REG. NO. IBBI/IPA-004/ IP-P01316/ 2018-19/12131 INSOLVENCY PROFESSIONAL

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

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DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
22-04-23	ATM/2/XXXXXXXXXX		10,011.80		6,73,748.10Cr	
22-04-23	ATM/5/XXXXXXXXXX		2,011.80		6,71,736.30Cr	
24-04-23	Charges for PORD Customer Paymen		58.00		6,71,678.30Cr	
24-04-23	RTGS-BARBR52023042400896665-SUPR	683479	6,50,000.00		21,678.30Cr	
27-04-23	Charges for PORD Customer Paymen		2.65		21,675.65Cr	
27-04-23	NEFT-BARBU23117446669-NATURE-HDF	683480	4,500.00		17,175.65Cr	
02-05-23	ATM/69/XXXXXXXXX		5,000.00		12,175.65Cr	
03-05-23	RTGS-HDFCR52023050353301289-SUPR			5,00,000.00	5,12,175.65Cr	
03-05-23	RTGS-KKBKR22023050300416845-THE			4,60,000.00	9,72,175.65Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		9,72,170.05Cr	
03-05-23	NEFT-BARBS23123344513-BEEKESH CH		22,000.00		9,50,170.05Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		9,50,164.45Cr	
03-05-23	NEFT-BARBS23123344515-ARVIND RAJ		33,000.00		9,17,164.45Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		9,17,158.85Cr	
03-05-23	NEFT-BARBS23123344517-NEHA SECUR		11,000.00		9,06,158.85Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		9,06,153.25Cr	
03-05-23	NEFT-BARBS23123344520-NEHA SECUR		11,000.00		8,95,153.25Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		8,95,147.65Cr	
03-05-23	NEFT-BARBS23123344522-SUDAMA RAJ		20,000.00		8,75,147.65Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		8,75,142.05Cr	
03-05-23	NEFT-BARBS23123344526-ALERT SECU		14,160.00		8,60,982.05Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		8,60,976.45Cr	
03-05-23	NEFT-BARBS23123344528-ALERT SECU		11,800.00		8,49,176.45Cr	
03-05-23	Charges for PORD Customer Paymen		2.65		8,49,173.80Cr	
03-05-23	NEFT-BARBS23123344531-SAGAR RAME		7,800.00		8,41,373.80Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		8,41,368.20Cr	
03-05-23	NEFT-BARBS23123344536-NATHO PRAS		12,000.00		8,29,368.20Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		8,29,362.60Cr	
03-05-23	NEFT-BARBS23123344538-VIJAY PANW		33,000.00		7,96,362.60Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		7,96,357.00Cr	
03-05-23	NEFT-BARBS23123344542-DASHRATH P		23,000.00		7,73,357.00Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		7,73,351.40Cr	
03-05-23	NEFT-BARBS23123344545-BANDHU THA		26,000.00		7,47,351.40Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		7,47,345.80Cr	
03-05-23	NEFT-BARBS23123344548-GIRIDHARI		11,000.00		7,36,345.80Cr	
03-05-23	Charges for PORD Customer Paymen		2.65		7,36,343.15Cr	

NOTARY
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PRASHANT JAIN
IBBI REG. NO.
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IP-P01316B/
2018-19/12131

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03-05-23	NEFT-BARBS23123344551-AMBIKA ENT	5,542.00		7,30,801.15Cr
03-05-23	Charges for PORD Customer Paymen	2.65		7,30,798.50Cr
03-05-23	NEFT-BARBS23123344553-KAVYA FLOR	5,520.00		7,25,278.50Cr
03-05-23	Charges for PORD Customer Paymen	5.60		7,25,272.90Cr
03-05-23	NEFT-BARBS23123344555-BEEKESH CH	28,839.00		6,96,433.90Cr
03-05-23	Charges for PORD Customer Paymen	5.60		6,96,428.30Cr
Page Total:		9,47,331.60	9,60,000.00	6,96,428.30Cr

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GOVT. OF INDIA

BANK OF BARODA
SAKINAKA MUMBAI
ADDRESS: 4-5 TOWN CENTER NEAR MITTAL ESTATE, SA,MUMBA,MH,400059
HELPLINE NO. : 1800223344/18001024455/18002584455
BRANCH PHONE NO. :022-28508565
MICR CODE: 400012057 IFSC CODE: BARB0SAKINA

Date: 18-11-2023
Time: 13:56:01

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 01-04-2023 to 18-11-2023

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
03-05-23	NEFT-BARBS23123344559-SK RAVI-I.		89,500.00		6,06,928.30Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		6,06,922.70Cr	
03-05-23	NEFT-BARBS23123344563-GEETA RANI		62,500.00		5,44,422.70Cr	
03-05-23	Charges for PORD Customer Paymen		5.60		5,44,417.10Cr	
03-05-23	NEFT-BARBS23123344967-HARI PRASA		12,000.00		5,32,417.10Cr	

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PRASHANT JAIN
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03-05-23	Charges for PORD Customer Paymen		5.60		5,32,411.50Cr
03-05-23	NEFT-BARBS23123344972-MANOJ KUMA		12,000.00		5,20,411.50Cr
03-05-23	Charges for PORD Customer Paymen		5.60		5,20,405.90Cr
03-05-23	NEFT-BARBS23123344974-ARKIN KUMA		22,000.00		4,98,405.90Cr
03-05-23	Charges for PORD Customer Paymen		5.60		4,98,400.30Cr
03-05-23	NEFT-BARBS23123344976-BAJRANG VI		27,000.00		4,71,400.30Cr
03-05-23	Charges for PORD Customer Paymen		2.65		4,71,397.65Cr
03-05-23	NEFT-BARBS23123344980-BABU-RAJAS		8,000.00		4,63,397.65Cr
03-05-23	Charges for PORD Customer Paymen		2.65		4,63,395.00Cr
03-05-23	NEFT-BARBS23123344982-NEMA RAM-R		8,000.00		4,55,395.00Cr
03-05-23	Charges for PORD Customer Paymen		2.65		4,55,392.35Cr
03-05-23	NEFT-BARBS23123344986-BASTA RAM-		8,000.00		4,47,392.35Cr
03-05-23	Charges for PORD Customer Paymen		5.60		4,47,386.75Cr
03-05-23	NEFT-BARBS23123344989-AKASH DEEP		12,000.00		4,35,386.75Cr
03-05-23	Charges for PORD Customer Paymen		2.65		4,35,384.10Cr
03-05-23	NEFT-BARBS23123344992-RAJU LAL M		9,000.00		4,26,384.10Cr
03-05-23	Charges for PORD Customer Paymen		5.60		4,26,378.50Cr
03-05-23	NEFT-BARBS23123344995-SANDEEP KU		18,000.00		4,08,378.50Cr
03-05-23	Charges for PORD Customer Paymen		5.60		4,08,372.90Cr
03-05-23	NEFT-BARBS23123344997-KANTI LAL		40,150.00		3,68,222.90Cr
03-05-23	ADITYA KUMAR JHA	683484	1,64,000.00		2,04,222.90Cr
03-05-23	DIGITA-MUMBAI/RTN:NEFT-BARBS2312			8,000.00	2,12,222.90Cr
03-05-23	RAMPRATAP CHAUHAN-INDAND	683481	1,900.00		2,10,322.90Cr
03-05-23	STAFF SALARY APRIL 2023-SANEAS-M	683483	1,56,633.00		53,689.90Cr
04-05-23	PRCR/NAMRATA PETROLEUM/NASIK		4,153.94		49,535.96Cr
05-05-23	SERBOM-MUMBAI/PARESH STATIONERY	683487	2,654.00		46,881.96Cr
06-05-23	DIGITA-MUMBAI/NEFT-N126232448403			19,049.00	65,930.96Cr
08-05-23	DIGITA-MUMBAI/NEFT-N128232449349			7,50,000.00	8,15,930.96Cr
08-05-23	SERBOM-MUMBAI/BEAUTY ART PRINTER	683485	1,574.00		8,14,356.96Cr
08-05-23	Charges for PORD Customer Paymen		5.60		8,14,351.36Cr
08-05-23	NEFT-BARBY23128646295-JAIPUR INT	683491	38,741.76		7,75,609.60Cr
08-05-23	Charges for PORD Customer Paymen		58.00		7,75,551.60Cr
08-05-23	RTGS-BARBR52023050800883475-SUPR	683492	7,50,000.00		25,551.60Cr
09-05-23	SERBOM-MUMBAI/PRINT HUB	683488	1,369.00		24,182.60Cr
09-05-23	ATM/1/XXXXXXXXXX		3,300.00		20,882.60Cr
10-05-23	SMS Charges for MAR 23		17.70		20,864.90Cr
13-05-23	DIGITA-MUMBAI/NEFT-321939095910C			7,500.00	28,364.90Cr

NOTARY
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MUMBAI BENCH

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Page Total:			14,52,612.40	7,84,549.00	28,364.90Cr	

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HELPLINE NO. : 1800223344/18001024455/18002584455
BRANCH PHONE NO. :022-28508565
MICR CODE: 400012057 IFSC CODE: BARB0SAKINA

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Time: 13:56:01

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 01-04-2023 to 18-11-2023

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
13-05-23	ATM/58/XXXXXXXXX		10,000.00		18,364.90Cr	
13-05-23	ATM/CWRR/2458/XXXXXXXXXXXX0594			10,000.00	28,364.90Cr	
15-05-23	ATM/18/XXXXXXXXX		12,700.00		15,664.90Cr	
15-05-23	ATM/31/XXXXXXXXX		7,500.00		8,164.90Cr	
20-05-23	SERBOM-MUMBAI/SHREE MARUTI COURI	683486	1,138.00		7,026.90Cr	
25-05-23	PRCR/GURUNANAK AUTOMOBILES/MUMBA		4,244.61		2,782.29Cr	
05-06-23	PRITESH S SUVARNA	683494	1,100.00		1,682.29Cr	
05-06-23	RTGS-HDFCR52023060561830738-SUPR			7,10,000.00	7,11,682.29Cr	
05-06-23	DIGITA-MUMBAI/IMPS/P2A/315620749			1,00,000.00	8,11,682.29Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		8,11,676.69Cr	
06-06-23	NEFT-BARBP23157904539-BEEKESH CH		28,000.00		7,83,676.69Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		7,83,671.09Cr	
06-06-23	NEFT-BARBP23157904542-ARVIND RAJ		33,000.00		7,50,671.09Cr	

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No.15192 Exp. Dt.27/10/2024 GOVT. OF INDIA

PRASHANT JAIN IBBI REG. NO. IBBI/IPA-001/IP-P01216/2018-19/12131 INSOLVENCY PROFESSIONAL

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

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06-06-23 Charges for PORD Customer Paymen	5.60		7,50,665.49Cr
06-06-23 NEFT-BARBP23157904544-NEHA SECUR	11,000.00		7,39,665.49Cr
06-06-23 Charges for PORD Customer Paymen	5.60		7,39,659.89Cr
06-06-23 NEFT-BARBP23157904549-NEHA SECUR	11,000.00		7,28,659.89Cr
06-06-23 Charges for PORD Customer Paymen	5.60		7,28,654.29Cr
06-06-23 NEFT-BARBP23157904554-SANDEEP KU	21,750.00		7,06,904.29Cr
06-06-23 Charges for PORD Customer Paymen	2.65		7,06,901.64Cr
06-06-23 NEFT-BARBP23157904556-KANTI LAL	5,295.00		7,01,606.64Cr
06-06-23 Charges for PORD Customer Paymen	5.60		7,01,601.04Cr
06-06-23 NEFT-BARBP23157904560-SUDAMA RAJ	20,000.00		6,81,601.04Cr
06-06-23 Charges for PORD Customer Paymen	5.60		6,81,595.44Cr
06-06-23 NEFT-BARBP23157904563-ALERT SECU	14,160.00		6,67,435.44Cr
06-06-23 Charges for PORD Customer Paymen	5.60		6,67,429.84Cr
06-06-23 NEFT-BARBP23157904565-ALERT SECU	11,800.00		6,55,629.84Cr
06-06-23 Charges for PORD Customer Paymen	2.65		6,55,627.19Cr
06-06-23 NEFT-BARBP23157904568-SAGAR RAME	7,800.00		6,47,827.19Cr
06-06-23 Charges for PORD Customer Paymen	2.65		6,47,824.54Cr
06-06-23 NEFT-BARBP23157904571-NATHO PRAS	6,000.00		6,41,824.54Cr
06-06-23 Charges for PORD Customer Paymen	5.60		6,41,818.94Cr
06-06-23 NEFT-BARBP23157904575-VIJAY PANW	33,000.00		6,08,818.94Cr
06-06-23 Charges for PORD Customer Paymen	5.60		6,08,813.34Cr
06-06-23 NEFT-BARBP23157904581-DASHRATH P	11,500.00		5,97,313.34Cr
06-06-23 Charges for PORD Customer Paymen	5.60		5,97,307.74Cr
06-06-23 NEFT-BARBP23157904583-BANDHU THA	13,000.00		5,84,307.74Cr
06-06-23 Charges for PORD Customer Paymen	5.60		5,84,302.14Cr
06-06-23 NEFT-BARBP23157904587-GIRIDHARI	11,000.00		5,73,302.14Cr
06-06-23 Charges for PORD Customer Paymen	2.65		5,73,299.49Cr
06-06-23 NEFT-BARBP23157904589-AMBIKA ENT	6,791.00		5,66,508.49Cr
06-06-23 Charges for PORD Customer Paymen	2.65		5,66,505.84Cr
Page Total:	2,81,859.06	8,20,000.00	5,66,505.84Cr

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MAHARASHTRA
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Exp. Dt.27/10/2024
GOVT. OF INDIA

PRASHANT JAIN
IBBI REG. NO
IBBI/IPA-001/
IP-P013168
2018-19/12131
INSOLVENCY PROFESSIONAL

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

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BANK OF BARODA
SAKINAKA MUMBAI
ADDRESS: 4-5 TOWN CENTER NEAR MITTAL ESTATE, SA,MUMBA,MH,400059
HELPLINE NO. : 1800223344/18001024455/18002584455
BRANCH PHONE NO. :022-28508565
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Date: 18-11-2023
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A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 01-04-2023 to 18-11-2023

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
06-06-23	NEFT-BARBP23157904591-KAVYA FLOR		5,520.00		5,60,985.84Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		5,60,980.24Cr	
06-06-23	NEFT-BARBP23157904594-BEEKESH CH		28,590.00		5,32,390.24Cr	
06-06-23	Charges for PORD Customer Paymen		2.65		5,32,387.59Cr	
06-06-23	NEFT-BARBP23157904598-PARESH STA		4,317.00		5,28,070.59Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		5,28,064.99Cr	
06-06-23	NEFT-BARBP23157904600-JAIPUR INT		30,585.00		4,97,479.99Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		4,97,474.39Cr	
06-06-23	NEFT-BARBP23157904603-HALAI AND		50,000.00		4,47,474.39Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		4,47,468.79Cr	
06-06-23	NEFT-BARBP23157906806-RAVINDER K		36,200.00		4,11,268.79Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		4,11,263.19Cr	
06-06-23	NEFT-BARBP23157906807-SATENDER K		89,500.00		3,21,763.19Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		3,21,757.59Cr	
06-06-23	NEFT-BARBP23157906811-GEETA RANI		62,500.00		2,59,257.59Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		2,59,251.99Cr	
06-06-23	NEFT-BARBP23157906814-HARI PRASA		12,000.00		2,47,251.99Cr	
06-06-23	Charges for PORD Customer Paymen		5.60		2,47,246.39Cr	
06-06-23	NEFT-BARBP23157906818-MANOJ KUMA		12,000.00		2,35,246.39Cr	
06-06-23	Charges for PORD Customer Paymen		2.65		2,35,243.74Cr	
06-06-23	NEFT-BARBP23157906820-BABU-RAJAS		8,000.00		2,27,243.74Cr	

NOTARY
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NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

3018

06-06-23	Charges for PORD Customer Paymen		2.65		2,27,241.09Cr
06-06-23	NEFT-BARBP23157906824-NEMA RAM-R		8,000.00		2,19,241.09Cr
06-06-23	Charges for PORD Customer Paymen		2.65		2,19,238.44Cr
06-06-23	NEFT-BARBP23157906826-AKASH DEEP		1,161.00		2,18,077.44Cr
06-06-23	Charges for PORD Customer Paymen		2.65		2,18,074.79Cr
06-06-23	NEFT-BARBP23157906829-RAJU LAL M		9,000.00		2,09,074.79Cr
06-06-23	Charges for PORD Customer Paymen		5.60		2,09,069.19Cr
06-06-23	NEFT-BARBP23157906833-MR ANKIT S		27,000.00		1,82,069.19Cr
06-06-23	ATM/66/XXXXXXXXX		15,000.00		1,67,069.19Cr
06-06-23	ATM/67/XXXXXXXXX		15,000.00		1,52,069.19Cr
06-06-23	DIGITA-MUMBAI/RTN:NEFT-BARBP2315			8,000.00	1,60,069.19Cr
06-06-23	Charges for PORD Customer Paymen		17.40		1,60,051.79Cr
06-06-23	NEFT-BARBQ23157134071-SUPREME AV	683499	1,11,000.00		49,051.79Cr
06-06-23	RAVIDATI INDORIYA-MALPUR	683498	16,000.00		33,051.79Cr
06-06-23	JAGDAMBA PATEL-SANEAS	683497	33,000.00		51.79Cr
09-06-23	REVERSAL-SMS Charges for MAR 23			17.70	69.49Cr
12-06-23	DIGITA-MUMBAI/NEFT-N163232498653			1,500.00	1,569.49Cr
12-06-23	DIGITA-MUMBAI/NEFT-AXIC231635441			1,50,000.00	1,51,569.49Cr
14-06-23	SERBOM-MUMBAI/SOC J B NAGAR CO	3161	31,655.00		1,19,914.49Cr
14-06-23	SERBOM-MUMBAI/RAVINDR AMMEET	683500	1,500.00		1,18,414.49Cr
14-06-23	Charges for PORD Customer Paymen		5.60		1,18,408.89Cr
Page Total:			6,07,614.65	1,59,517.70	1,18,408.89Cr

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14-06-23	NEFT-BARBQ23165229118-AKHIL SUBH	3163	36,000.00		82,408.89Cr	
14-06-23	Charges for PORD Customer Paymen		5.60		82,403.29Cr	
14-06-23	NEFT-BARBQ23165236331-BEEKESH CH	3164	16,000.00		66,403.29Cr	
16-06-23	Charges for PORD Customer Paymen		5.60		66,397.69Cr	
16-06-23	NEFT-BARBS23167731274-MEENA AROR	3162	50,000.00		16,397.69Cr	
19-06-23	ATM/12/XXXXXXXXX		15,000.00		1,397.69Cr	
24-06-23	0000-MUMBAI/LEDGER FOLIO CHARGES		1,180.00		217.69Cr	
30-06-23	DIGITA-MUMBAI/NEFT-N181232523855			75,000.00	75,217.69Cr	
30-06-23	Charges for PORD Customer Paymen		5.60		75,212.09Cr	
30-06-23	NEFT-BARBY23181516753-ANUPAM SUR	3165	40,000.00		35,212.09Cr	
30-06-23	DIGITB-VADODARA/UPI/318122901592			69,000.00	1,04,212.09Cr	
01-07-23	Charges for PORD Customer Paymen		5.60		1,04,206.49Cr	
01-07-23	NEFT-BARBZ23182758240-VALMIKY HA	3166	22,625.00		81,581.49Cr	
03-07-23	SMS Charges for MAR 23		5.66		81,575.83Cr	
03-07-23	RTGS-HDFCR52023070368773618-SUPR			5,25,000.00	6,06,575.83Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		6,06,570.23Cr	
03-07-23	NEFT-BARBR23184201451-BEEKESH CH		28,000.00		5,78,570.23Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		5,78,564.63Cr	
03-07-23	NEFT-BARBR23184201452-ARVIND RAJ		33,000.00		5,45,564.63Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		5,45,559.03Cr	
03-07-23	NEFT-BARBR23184201456-NEHA SECUR		11,000.00		5,34,559.03Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		5,34,553.43Cr	
03-07-23	NEFT-BARBR23184201458-NEHA SECUR		11,000.00		5,23,553.43Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		5,23,547.83Cr	
03-07-23	NEFT-BARBR23184201459-SANDEEP KU		15,600.00		5,07,947.83Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		5,07,942.23Cr	
03-07-23	NEFT-BARBR23184201461-KANTI LAL		10,316.00		4,97,626.23Cr	
03-07-23	Charges for PORD Customer Paymen		5.60		4,97,620.63Cr	
03-07-23	NEFT-BARBR23184201462-AKHIL SUBH		18,000.00		4,79,620.63Cr	

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No. 15192 Exp. Dt. 27/10/2024 GOVT. OF INDIA

PRASHANT JAIN IBBI REG. NO. IBBI/IPA-001/IP-P013168/2018-19/12131 INSOLVENCY PROFESSIONAL

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

03-07-23	Charges for PORD Customer Paymen		5.60	4,79,615.03Cr
03-07-23	NEFT-BARBR23184201466-SUDAMA RAJ		20,000.00	4,59,615.03Cr
03-07-23	Charges for PORD Customer Paymen		5.60	4,59,609.43Cr
03-07-23	NEFT-BARBR23184201470-JAIPUR INT		21,070.00	4,38,539.43Cr
03-07-23	Charges for PORD Customer Paymen		5.60	4,38,533.83Cr
03-07-23	NEFT-BARBR23184201473-ALERT SECU		11,800.00	4,26,733.83Cr
03-07-23	Charges for PORD Customer Paymen		2.65	4,26,731.18Cr
03-07-23	NEFT-BARBR23184201474-SAGAR RAME		7,800.00	4,18,931.18Cr
03-07-23	Charges for PORD Customer Paymen		2.65	4,18,928.53Cr
03-07-23	NEFT-BARBR23184201476-NATHO PRAS		6,000.00	4,12,928.53Cr
03-07-23	Charges for PORD Customer Paymen		5.60	4,12,922.93Cr
03-07-23	NEFT-BARBR23184201481-VIJAY PANW		33,000.00	3,79,922.93Cr
03-07-23	Charges for PORD Customer Paymen		5.60	3,79,917.33Cr
Page Total:		4,07,491.56	6,69,000.00	3,79,917.33Cr

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BANK OF BARODA
SAKINAKA MUMBAI
ADDRESS: 4-5 TOWN CENTER NEAR MITTAL ESTATE, SA,MUMBA,MH,400059
HELPLINE NO. : 1800223344/18001024455/18002584455
BRANCH PHONE NO. :022-28508565
MICR CODE: 400012057 IFSC CODE: BARB0SAKINA

Date: 18-11-2023
Time: 13:56:01

Page No: 8

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 01-04-2023 to 18-11-2023

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No.15182 Exp. 01/27/10/2024 GOVT. OF INDIA

PRASHANT JAIN IBBI REG. NO. IBBI/IPA-001/ IP-P013168 2018-19/12131 INSOLVENCY PROFESSIONAL

03-07-23	NEFT-BARBR23184201484-DASHRATH P		11,500.00		3,68,417.33Cr
03-07-23	Charges for PORD Customer Paymen		5.60		3,68,411.73Cr
03-07-23	NEFT-BARBR23184201485-BANDHU THA		13,000.00		3,55,411.73Cr
03-07-23	Charges for PORD Customer Paymen		5.60		3,55,406.13Cr
03-07-23	NEFT-BARBR23184201488-GIRIDHARI		11,000.00		3,44,406.13Cr
03-07-23	Charges for PORD Customer Paymen		2.65		3,44,403.48Cr
03-07-23	NEFT-BARBR23184201491-KAVYA FLOR		5,520.00		3,38,883.48Cr
03-07-23	Charges for PORD Customer Paymen		5.60		3,38,877.88Cr
03-07-23	NEFT-BARBR23184201493-BEEKESH CH		30,373.00		3,08,504.88Cr
03-07-23	Charges for PORD Customer Paymen		5.60		3,08,499.28Cr
03-07-23	NEFT-BARBR23184201495-SATENDER K		89,500.00		2,18,999.28Cr
03-07-23	Charges for PORD Customer Paymen		5.60		2,18,993.68Cr
03-07-23	NEFT-BARBR23184201496-GEETA RANI		62,500.00		1,56,493.68Cr
03-07-23	Charges for PORD Customer Paymen		5.60		1,56,488.08Cr
03-07-23	NEFT-BARBR23184201501-ARKIN KUMA		26,000.00		1,30,488.08Cr
03-07-23	Charges for PORD Customer Paymen		5.60		1,30,482.48Cr
03-07-23	NEFT-BARBR23184201503-SUPREME AV		50,000.00		80,482.48Cr
03-07-23	Charges for PORD Customer Paymen		5.60		80,476.88Cr
03-07-23	NEFT-BARBR23184201504-SUPREME AV		25,000.00		55,476.88Cr
03-07-23	Charges for PORD Customer Paymen		2.65		55,474.23Cr
03-07-23	NEFT-BARBR23184201506-SUPREME AV		10,000.00		45,474.23Cr
03-07-23	Charges for PORD Customer Paymen		2.65		45,471.58Cr
03-07-23	NEFT-BARBR23184201509-SUPREME AV		7,320.00		38,151.58Cr
03-07-23	Charges for PORD Customer Paymen		2.65		38,148.93Cr
03-07-23	NEFT-BARBR23184201513-PARESH STA		4,161.00		33,987.93Cr
03-07-23	Charges for PORD Customer Paymen		2.65		33,985.28Cr
03-07-23	NEFT-BARBR23184201515-AMBIKA ENT		5,581.00		28,404.28Cr
05-07-23	ATM/56/XXXXXXXXX		3,600.00		24,804.28Cr
17-07-23	Charges for PORD Customer Paymen		5.60		24,798.68Cr
17-07-23	NEFT-BARBQ23198557776-BEEKESH CH	3168	13,925.00		10,873.68Cr
19-07-23	SMS Charges for APR 23		1.18		10,872.50Cr
19-07-23	RTGS-HDFCR52023071973002164-SUPR			21,00,000.00	21,10,872.50Cr
19-07-23	BEEKESH CHOUDHARY	3170	21,00,000.00		10,872.50Cr
20-07-23	PRCR/BURGER KING WESTERN HO/MUMB		725.56		10,146.94Cr
20-07-23	PRCR/BURGER KING WESTERN HO/MUMB		47.26		10,099.68Cr
21-07-23	PRCR/RAJWADI SUPER STORES/Mumbai		2,020.00		8,079.68Cr
24-07-23	PRCR/SAHARA HOSPITALITY LTD/MUMB		4,190.30		3,889.38Cr

NOTARY
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IBBI REG. NO.
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IP-P01318B
2018-19/12131
INSOLVENCY PROFESSIONAL

NAVI MUMBAI BENCH

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25-07-23	DIGITA-MUMBAI/NEFT-N206232562474			1,20,000.00	1,23,889.38Cr
26-07-23	PRCR/AMAR JUICE RESTAURANT/MUMBA		492.00		1,23,397.38Cr
27-07-23	Charges for PORD Customer Paymen		5.60		1,23,391.78Cr
27-07-23	NEFT-BARBS23208699964-HAJI AND C	3171	50,000.00		73,391.78Cr
28-07-23	ADITYA KUMAR JHA	3174	35,000.00		38,391.78Cr
Page Total:			25,61,525.55	22,20,000.00	38,391.78Cr

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BRANCH PHONE NO. :022-28508565
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Date: 18-11-2023
Time: 13:56:01

Page No: 9

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 01-04-2023 to 18-11-2023

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
28-07-23	Charges for PORD Customer Paymen		2.65		38,389.13Cr	
28-07-23	NEFT-BARBU23209246547-BEEKESH CH	3173	5,000.00		33,389.13Cr	
28-07-23	ATM/13/XXXXXXXXX		15,000.00		18,389.13Cr	
28-07-23	ATM/14/XXXXXXXXX		5,000.00		13,389.13Cr	
28-07-23	BNA/CDAR/XXXXXXXXXXXX0594/28-07-			20,000.00	33,389.13Cr	
31-07-23	RTGS-BDFCR52023073175806411-SUPR			5,00,000.00	5,33,389.13Cr	

31-07-23	ADITYA KUMAR JHA	3175	5,00,000.00		33,389.13Cr
02-08-23	DIGITA-MUMBAI/NEFT-N214232574827			6,00,000.00	6,33,389.13Cr
02-08-23	DIGITA-MUMBAI/NEFT-N214232574835			1,00,000.00	7,33,389.13Cr
02-08-23	SERBOM-MUMBAI/3177:MICR INWD CLG		50,000.00		6,83,389.13Cr
02-08-23	SERBOM-MUMBAI/RETURNED:3177:FUND			50,000.00	7,33,389.13Cr
02-08-23	SERBOM-MUMBAI/OUTWARD RETURN CHA		295.00		7,33,094.13Cr
03-08-23	Charges for PORD Customer Paymen		5.60		7,33,088.53Cr
03-08-23	NEFT-BARBS23215108144-BEEKESH CH		28,000.00		7,05,088.53Cr
03-08-23	Charges for PORD Customer Paymen		5.60		7,05,082.93Cr
03-08-23	NEFT-BARBS23215108147-ARVIND RAJ		33,000.00		6,72,082.93Cr
03-08-23	Charges for PORD Customer Paymen		5.60		6,72,077.33Cr
03-08-23	NEFT-BARBS23215108149-NEHA SECUR		11,000.00		6,61,077.33Cr
03-08-23	Charges for PORD Customer Paymen		5.60		6,61,071.73Cr
03-08-23	NEFT-BARBS23215108154-NEHA SECUR		11,000.00		6,50,071.73Cr
03-08-23	Charges for PORD Customer Paymen		5.60		6,50,066.13Cr
03-08-23	NEFT-BARBS23215108160-SANDEEP KU		15,000.00		6,35,066.13Cr
03-08-23	Charges for PORD Customer Paymen		2.65		6,35,063.48Cr
03-08-23	NEFT-BARBS23215108161-KANTI LAL		9,211.00		6,25,852.48Cr
03-08-23	Charges for PORD Customer Paymen		5.60		6,25,846.88Cr
03-08-23	NEFT-BARBS23215108164-AKHIL SUBH		18,000.00		6,07,846.88Cr
03-08-23	Charges for PORD Customer Paymen		5.60		6,07,841.28Cr
03-08-23	NEFT-BARBS23215108165-SUDAMA RAJ		30,000.00		5,77,841.28Cr
03-08-23	Charges for PORD Customer Paymen		2.65		5,77,838.63Cr
03-08-23	NEFT-BARBS23215108168-SAGAR SAHA		7,741.00		5,70,097.63Cr
03-08-23	Charges for PORD Customer Paymen		5.60		5,70,092.03Cr
03-08-23	NEFT-BARBS23215108170-ALERT SECU		11,800.00		5,58,292.03Cr
03-08-23	Charges for PORD Customer Paymen		2.65		5,58,289.38Cr
03-08-23	NEFT-BARBS23215108174-SAGAR RAME		7,800.00		5,50,489.38Cr
03-08-23	Charges for PORD Customer Paymen		2.65		5,50,486.73Cr
03-08-23	NEFT-BARBS23215108177-NATHO PRAS		6,000.00		5,44,486.73Cr
03-08-23	Charges for PORD Customer Paymen		5.60		5,44,481.13Cr
03-08-23	NEFT-BARBS23215108179-VIJAY PANW		33,000.00		5,11,481.13Cr
03-08-23	Charges for PORD Customer Paymen		5.60		5,11,475.53Cr
03-08-23	NEFT-BARBS23215108180-DASHRATH P		11,500.00		4,99,975.53Cr
03-08-23	Charges for PORD Customer Paymen		5.60		4,99,969.93Cr
03-08-23	NEFT-BARBS23215108183-BANDHU THA		13,000.00		4,86,969.93Cr
Page Total			8,21,421.85	12,70,000.00	4,86,969.93Cr

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IBBI REG. NO.
IBBI/IPA-001/
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2018-19/12131
INSOLVENCY PROFESSIONAL

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MUMBAI BENCH

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Page No: 10

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 01-04-2023 to 18-11-2023

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
03-08-23	Charges for PORD Customer Paymen		5.60		4,86,964.33Cr	
03-08-23	NEFT-BARBS23215108185-GIRIDHARI		15,000.00		4,71,964.33Cr	
03-08-23	Charges for PORD Customer Paymen		2.65		4,71,961.68Cr	
03-08-23	NEFT-BARBS23215108187-KAVYA FLOR		5,520.00		4,66,441.68Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		4,66,436.08Cr	
03-08-23	NEFT-BARBS23215108189-BEEKESH CH		37,870.00		4,28,566.08Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		4,28,560.48Cr	
03-08-23	NEFT-BARBS23215108191-SATENDER K		89,500.00		3,39,060.48Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		3,39,054.88Cr	
03-08-23	NEFT-BARBS23215108193-GEETA RANI		62,500.00		2,76,554.88Cr	
03-08-23	Charges for PORD Customer Paymen		5.60		2,76,549.28Cr	
03-08-23	NEFT-BARBS23215108195-ARKIN KUMA		16,000.00		2,60,549.28Cr	
03-08-23	Charges for PORD Customer Paymen		2.65		2,60,546.63Cr	
03-08-23	NEFT-BARBS23215108196-AMBIKA ENT		6,230.00		2,54,316.63Cr	

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No. 15182 Exp. 01.27/10/2024 GOVT. OF INDIA

PRASHANT JAIN INSOLVENCY PROFESSIONAL IBBI REG. NO. IBBI/IPA-001/ IP-P01316B 2018-19/12131

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

03-08-23	Charges for PORD Customer Paymen		2.65		2,54,313.98Cr
03-08-23	NEFT-BARBS23215108199-PARESH STA		1,580.00		2,52,733.98Cr
03-08-23	Charges for PORD Customer Paymen		5.60		2,52,728.38Cr
03-08-23	NEFT-BARBS23215108200-JAIPUR INT		10,874.00		2,41,854.38Cr
03-08-23	Charges for PORD Customer Paymen		2.65		2,41,851.73Cr
03-08-23	NEFT-BARBS23215108201-NETWORK TE		3,456.00		2,38,395.73Cr
03-08-23	Charges for PORD Customer Paymen		5.60		2,38,390.13Cr
03-08-23	NEFT-BARBS23215108204-RAVINDER K		20,000.00		2,18,390.13Cr
03-08-23	Charges for PORD Customer Paymen		5.60		2,18,384.53Cr
03-08-23	NEFT-BARBS23215108206-RACHEETA D		50,000.00		1,68,384.53Cr
03-08-23	ELECTRO SYSTEMS-MALVIY	3178	96,548.00		71,836.53Cr
03-08-23	JAGDAMBA S PRASAD-SANEAS	3180	66,000.00		5,836.53Cr
04-08-23	DIGITA-MUMBAI/NEFT-N216232579015			1,00,000.00	1,05,836.53Cr
04-08-23	SERBOM-MUMBAI/3172:MICR INWD CLG		26,023.00		79,813.53Cr
04-08-23	SERBOM-MUMBAI/RETURNED:3172:FUND			26,023.00	1,05,836.53Cr
04-08-23	SERBOM-MUMBAI/OUTWARD RETURN CHA		295.00		1,05,541.53Cr
04-08-23	Charges for PORD Customer Paymen		5.60		1,05,535.93Cr
04-08-23	NEFT-BARBU23216065671-PRATYUSH B	3181	25,000.00		80,535.93Cr
05-08-23	DIGITA-MUMBAI/NEFT-N217232580794			5,00,000.00	5,80,535.93Cr
05-08-23	ADITYA KUMAR JHA	3182	1,50,000.00		4,30,535.93Cr
05-08-23	Charges for PORD Customer Paymen		5.60		4,30,530.33Cr
05-08-23	NEFT-BARBV23217395857-VARDHMAN C	3183	26,023.00		4,04,507.33Cr
05-08-23	PRCR/LUCKY NX/MUMBAI		2,336.00		4,02,171.33Cr
05-08-23	PRCR/AMAR JUICE RESTAURANT/MUMBA		302.00		4,01,869.33Cr
08-08-23	DIGITA-MUMBAI/NEFT-N220232586204			5,00,000.00	9,01,869.33Cr
08-08-23	Charges for PORD Customer Paymen		29.20		9,01,840.13Cr
08-08-23	NEFT-BARBZ23220753860-AERO PACK	3185	8,80,000.00		21,840.13Cr
09-08-23	SMS Charges for MAY 23		1.42		21,838.71Cr
Page Total:			15,91,154.22	11,26,023.00	21,838.71Cr

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NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

BANK OF BARODA
SAKINAKA MUMBAI

Date: 18-11-2023
Time: 13:56:01

ADDRESS: 4-5 TOWN CENTER NEAR MITTAL ESTATE, SA,MUMBA,MH,400059
HELPLINE NO. : 1800223344/18001024455/18002584455
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A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 01-04-2023 to 18-11-2023

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
09-08-23	ATM/3/XXXXXXXXXX		15,000.00		6,838.71Cr	
09-08-23	ATM/4/XXXXXXXXXX		5,000.00		1,838.71Cr	
10-08-23	DIGITA-MUMBAI/NEFT-AXIC232225847			80,000.00	81,838.71Cr	
10-08-23	PRCR/ALFA 1/MUMBAI		2,140.00		79,698.71Cr	
17-08-23	Charges for PORD Customer Paymen		5.60		79,693.11Cr	
17-08-23	NEFT-BARBP23229705595-SONAM SHAR	3188	50,000.00		29,693.11Cr	
17-08-23	Charges for PORD Customer Paymen		5.60		29,687.51Cr	
17-08-23	NEFT-BARBP23229836195-BEEKESH CH	3192	24,327.00		5,360.51Cr	
18-08-23	SERBOM-MUMBAI/BY INST 377418 : M			25,00,000.00	25,05,360.51Cr	
19-08-23	Charges for PORD Customer Paymen		2.65		25,05,357.86Cr	
19-08-23	NEFT-BARBS23231467151-SHRIJOO KA	3194	9,000.00		24,96,357.86Cr	
19-08-23	Charges for PORD Customer Paymen		29.00		24,96,328.86Cr	
19-08-23	RTGS-BARBR52023081900750382-PUSH	3184	3,65,000.00		21,31,328.86Cr	
19-08-23	Charges for PORD Customer Paymen		29.00		21,31,299.86Cr	
19-08-23	RTGS-BARBR52023081900751005-AERO	3191	2,75,000.00		18,56,299.86Cr	
19-08-23	SERBOM-MUMBAI/SOC J B NAGAR CO	3187	31,797.00		18,24,502.86Cr	
19-08-23	SERBOM-MUMBAI/SANKALP COOPERATIV	3186	6,830.00		18,17,672.86Cr	
21-08-23	DIGITA-MUMBAI/NEFT-N233232603556			35,342.00	18,53,014.86Cr	
22-08-23	Charges for PORD Customer Paymen		2.65		18,53,012.21Cr	
22-08-23	NEFT-BARBW23234049752-BEEKESH CH	3197	4,800.00		18,48,212.21Cr	
22-08-23	Charges for PORD Customer Paymen		5.60		18,48,206.61Cr	
22-08-23	NEFT-BARBW23234228755-RAVINDAR K	3193	34,700.00		18,13,506.61Cr	

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PRASHANT JAIN
IBBI REG. NO.
IBBI/IPA-001/
IP-P013168
2018-19/12131
INSOLVENCY PROFESSIONAL

22-08-23	Charges for PORD Customer Paymen		2.65	18,13,503.96Cr
22-08-23	NEFT-BARBW23234319828-VALMIKY HA 3195		4,000.00	18,09,503.96Cr
22-08-23	Charges for PORD Customer Paymen		5.60	18,09,498.36Cr
22-08-23	NEFT-BARBW23234348868-AKHIL SUBH 3198		49,106.00	17,60,392.36Cr
23-08-23	SMS Charges for JUN 23		2.36	17,60,390.00Cr
24-08-23	Charges for PORD Customer Paymen		2.65	17,60,387.35Cr
24-08-23	NEFT-BARBZ23236201751-BEEKESH CH 3200		4,175.00	17,56,212.35Cr
25-08-23	Charges for PORD Customer Paymen		2.65	17,56,209.70Cr
25-08-23	NEFT-BARBP23237369451-BEEKESH CH 3199		8,500.00	17,47,709.70Cr
25-08-23	Charges for PORD Customer Paymen		5.60	17,47,704.10Cr
25-08-23	NEFT-BARBP23237402137-PRATYUSH B 3201		40,000.00	17,07,704.10Cr
25-08-23	PRCR/OPTIONS CLOTHING CO PV/MUMB		35,053.00	16,72,651.10Cr
28-08-23	Charges for PORD Customer Paymen		29.00	16,72,622.10Cr
28-08-23	RTGS-BARBR52023082800881088-SUPR 3169		4,50,000.00	12,22,622.10Cr
28-08-23	Charges for PORD Customer Paymen		2.65	12,22,619.45Cr
28-08-23	NEFT-BARBS23240816709-BEEKESH CH 3203		2,000.00	12,20,619.45Cr
28-08-23	Charges for PORD Customer Paymen		2.65	12,20,616.80Cr
28-08-23	NEFT-BARBS23240828959-BEEKESH CH 3204		1,500.00	12,19,116.80Cr
28-08-23	SERBOM-MUMBAI/SHREE MARUTI COURI 3196		1,905.00	12,17,211.80Cr
29-08-23	Charges for PORD Customer Paymen		29.00	12,17,182.80Cr
Page Total:		14,19,997.91	26,15,342.00	12,17,182.80Cr

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BANK OF BARODA
SAKINAKA MUMBAI
ADDRESS: 4-5 TOWN CENTER NEAR MITTAL ESTATE, SA,MUMBA,MH,400059
HELPLINE NO. : 1800223344/18001024455/18002584455
BRANCH PHONE NO. :022-28508565
MICR CODE: 400012057 IFSC CODE: BARB0SAKINA

Date: 18-11-2023
Time: 13:56:01

NOTARY GOVT. OF INDIA Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No.15192 Exp. Dt.27/10/2024

PRASHANT JAIN INSOLVENCY PROFESSIONAL IBBI REG. NO IBBI/IPA-001/ IP-P013168 2018-19/12131

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

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A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 01-04-2023 to 18-11-2023

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
29-08-23	RTGS-BARBR52023082900964504-SUPR	3206	4,50,070.80		7,67,112.00Cr	
30-08-23	DD/BC ISSUED	3208	5,00,000.00		2,67,112.00Cr	
30-08-23	COMMN DEBIT FOR BARODA ADVANTAGE		2,950.00		2,64,162.00Cr	
30-08-23	Cheque Book Charges		295.00		2,63,867.00Cr	
01-09-23	Charges for PORD Customer Paymen		2.65		2,63,864.35Cr	
01-09-23	NEFT-BARBZ23244091849-BEEKESH CH	3207	5,000.00		2,58,864.35Cr	
01-09-23	Charges for PORD Customer Paymen		5.60		2,58,858.75Cr	
01-09-23	NEFT-BARBZ23244095800-HALAL AND	3202	75,000.00		1,83,858.75Cr	
01-09-23	BEEKESH CHOUDHARY	3209	1,50,000.00		33,858.75Cr	
02-09-23	RTGS-HDFCR52023090284531324-SUPR			6,50,000.00	6,83,858.75Cr	
02-09-23	JAGDAMBA S PRASAD-SAKINA	3211	33,000.00		6,50,858.75Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		6,50,853.15Cr	
02-09-23	NEFT-BARBQ23245057063-BEEKESH CH		28,000.00		6,22,853.15Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		6,22,847.55Cr	
02-09-23	NEFT-BARBQ23245057065-ARVIND RAJ		40,000.00		5,82,847.55Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		5,82,841.95Cr	
02-09-23	NEFT-BARBQ23245057070-NEHA SECUR		13,000.00		5,69,841.95Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		5,69,836.35Cr	
02-09-23	NEFT-BARBQ23245057072-NEHA SECUR		13,000.00		5,56,836.35Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		5,56,830.75Cr	
02-09-23	NEFT-BARBQ23245057074-SANDEEP KU		18,000.00		5,38,830.75Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		5,38,825.15Cr	
02-09-23	NEFT-BARBQ23245057077-KANTI LAL		12,212.00		5,26,613.15Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		5,26,607.55Cr	
02-09-23	NEFT-BARBQ23245057080-AKHIL SUBH		18,000.00		5,08,607.55Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		5,08,601.95Cr	
02-09-23	NEFT-BARBQ23245057082-SUDAMA RAJ		30,000.00		4,78,601.95Cr	
02-09-23	Charges for PORD Customer Paymen		5.60		4,78,596.35Cr	
02-09-23	NEFT-BARBQ23245057084-ALERT SECU		11,800.00		4,66,796.35Cr	

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No.15192 Exp. Dt.27/10/2024 GOVT. OF INDIA

PRASHANT JAIN INSOLVENCY PROFESSIONAL IBBI REG NO. IBBI/IPA-001/ IP-P01316B 2018-19/12131

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

02-09-23	Charges for PORD Customer Paymen		2.65	4,66,793.70Cr
02-09-23	NEFT-BARBQ23245057086-SAGAR RAME		7,800.00	4,58,993.70Cr
02-09-23	Charges for PORD Customer Paymen		2.65	4,58,991.05Cr
02-09-23	NEFT-BARBQ23245057091-NATHO PRAS		6,000.00	4,52,991.05Cr
02-09-23	Charges for PORD Customer Paymen		5.60	4,52,985.45Cr
02-09-23	NEFT-BARBQ23245057092-VIJAY PANW		33,000.00	4,19,985.45Cr
02-09-23	Charges for PORD Customer Paymen		5.60	4,19,979.85Cr
02-09-23	NEFT-BARBQ23245057094-DASHRATH P		11,500.00	4,08,479.85Cr
02-09-23	Charges for PORD Customer Paymen		5.60	4,08,474.25Cr
02-09-23	NEFT-BARBQ23245057096-BANDHU THA		13,000.00	3,95,474.25Cr
02-09-23	Charges for PORD Customer Paymen		5.60	3,95,468.65Cr
02-09-23	NEFT-BARBQ23245057098-GIRIDHARI		19,600.00	3,75,868.65Cr
02-09-23	Charges for PORD Customer Paymen		2.65	3,75,866.00Cr
Page Total:		14,91,316.80	6,50,000.00	3,75,866.00Cr

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Date: 18-11-2023
Time: 13:56:01

Page No: 13

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 01-04-2023 to 18-11-2023

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No. 151192 Exp. Dt. 27/10/2024 GOVT. OF INDIA

PRASHANT JAIN IBBI REG. NO. IBBI/IPA-001/IP-P013168 2018-19/12131 INSOLVENCY PROFESSIONAL

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

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02-09-23	NEFT-BARBQ23245057101-KAVYA FLOR		5,620.00		3,70,246.00Cr
02-09-23	Charges for PORD Customer Paymen		5.60		3,70,240.40Cr
02-09-23	NEFT-BARBQ23245057103-BEEKESH CH		45,890.00		3,24,350.40Cr
02-09-23	Charges for PORD Customer Paymen		5.60		3,24,344.80Cr
02-09-23	NEFT-BARBQ23245057105-SATENDER K		89,500.00		2,34,844.80Cr
02-09-23	Charges for PORD Customer Paymen		5.60		2,34,839.20Cr
02-09-23	NEFT-BARBQ23245057107-GEETA RANI		62,500.00		1,72,339.20Cr
02-09-23	Charges for PORD Customer Paymen		5.60		1,72,333.60Cr
02-09-23	NEFT-BARBQ23245057111-ARKIN KUMA		16,000.00		1,56,333.60Cr
02-09-23	Charges for PORD Customer Paymen		2.65		1,56,330.95Cr
02-09-23	NEFT-BARBQ23245057112-PARESH STA		1,064.00		1,55,266.95Cr
02-09-23	Charges for PORD Customer Paymen		5.60		1,55,261.35Cr
02-09-23	NEFT-BARBQ23245057114-JAIPUR INT		21,070.08		1,34,191.27Cr
02-09-23	Charges for PORD Customer Paymen		5.60		1,34,185.67Cr
02-09-23	NEFT-BARBQ23245057115-AGXINDIA L		80,000.00		54,185.67Cr
02-09-23	Charges for PORD Customer Paymen		5.60		54,180.07Cr
02-09-23	NEFT-BARBQ23245271242-RAVINDER K	3212	28,500.00		25,680.07Cr
13-09-23	DIGITA-MUMBAI/NEFT-AXIC232562697			64,000.00	89,680.07Cr
14-09-23	DIGITA-MUMBAI/NEFT-IBKL230914606			5,00,000.00	5,89,680.07Cr
15-09-23	SAGAR CHANDRA SAHANI	3213	2,50,000.00		3,39,680.07Cr
15-09-23	Charges for PORD Customer Paymen		5.60		3,39,674.47Cr
15-09-23	NEFT-BARBY23258757056-STAR HEALT	3216	15,272.00		3,24,402.47Cr
15-09-23	Charges for PORD Customer Paymen		5.60		3,24,396.87Cr
15-09-23	NEFT-BARBY23258808736-STAR HEALT	3214	66,690.00		2,57,706.87Cr
16-09-23	SMS-USG-CRG-SMS_Charges_for_JUL_		2.12		2,57,704.75Cr
16-09-23	NEFT-BARBZ23259853499-BEEKESH CH	3215	35,000.00		2,22,704.75Cr
16-09-23	Charges for PORD Customer Paymen		5.60		2,22,699.15Cr
16-09-23	NEFT-BARBP23259159051-AERO PARTS	3217	50,000.00		1,72,699.15Cr
18-09-23	Charges for PORD Customer Paymen		5.60		1,72,693.55Cr
18-09-23	NEFT-BARBR23261149338-SANDEEP KU	3218	11,464.00		1,61,229.55Cr
19-09-23	0000-MUMBAI/LEDGER FOLIO CHARGES		147.50		1,61,082.05Cr
20-09-23	Charges for PORD Customer Paymen		5.60		1,61,076.45Cr
20-09-23	NEFT-BARBT23263722660-AERO PARTS	3220	50,000.00		1,11,076.45Cr
20-09-23	Charges for PORD Customer Paymen		5.60		1,11,070.85Cr
20-09-23	NEFT-BARBT23263816597-RAVINDER K	3219	25,000.00		86,070.85Cr
21-09-23	Charges for PORD Customer Paymen		5.60		86,065.25Cr
21-09-23	NEFT-BARBV23264105049-ARVIND RAJ	3222	75,000.00		11,065.25Cr

NOTARY
Mrs. VEENA P. WAGLE
NAVI MUMBAI
MAHARASHTRA
Reg. No. 15192
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IBBI REG. NO.
IBBI/IPA-001/
IP-P013168
2018-19/12131
INSOLVENCY PROFESSIONAL

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

25-09-23	Charges for PORD Customer Paymen	2.65		11,062.60Cr
25-09-23	NEFT-BARBZ23268904809-SANDEEP KU 3221	5,000.00		6,062.60Cr
27-09-23	Charges for PORD Customer Paymen	2.65		6,059.95Cr
27-09-23	NEFT-BARBS23270225339-BEEKESH CH 3224	2,000.00		4,059.95Cr
28-09-23	SMS Charges for AUG 23	6.37		4,053.58Cr
Page Total:		9,35,812.42	5,64,000.00	4,053.58Cr

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Time: 13:56:01

Page No: 14

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 01-04-2023 to 18-11-2023

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
04-10-23	RTGS-HDFCR52023100492648279-SUPR			8,00,000.00	8,04,053.58Cr	
04-10-23	SAGAR CHANDRA SAHANI	3226	1,50,000.00		6,54,053.58Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		6,54,047.98Cr	
04-10-23	NEFT-BARBR23277426638-BEEKESH CH		28,000.00		6,26,047.98Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		6,26,042.38Cr	
04-10-23	NEFT-BARBR23277426644-ARVIND RAJ		40,000.00		5,86,042.38Cr	

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INSOLVENCY PROFESSIONAL
IBBI REG. NO.
IBBI/IPA-001/
IP-P013168
2018-19/12131

NATIONAL COMPANY LAW TRIBUNAL
DELHI BENCH

3 2 2

04-10-23 Charges for PORD Customer Paymen	5.60		5,86,036.78Cr
04-10-23 NEFT-BARBR23277426650-NEHA SECUR	13,000.00		5,73,036.78Cr
04-10-23 Charges for PORD Customer Paymen	5.60		5,73,031.18Cr
04-10-23 NEFT-BARBR23277426655-NEHA SECUR	13,000.00		5,60,031.18Cr
04-10-23 Charges for PORD Customer Paymen	5.60		5,60,025.58Cr
04-10-23 NEFT-BARBR23277426660-SANDEEP KU	18,701.00		5,41,324.58Cr
04-10-23 Charges for PORD Customer Paymen	5.60		5,41,318.98Cr
04-10-23 NEFT-BARBR23277426665-KANTI LAL	13,910.00		5,27,408.98Cr
04-10-23 Charges for PORD Customer Paymen	5.60		5,27,403.38Cr
04-10-23 NEFT-BARBR23277426670-AKHIL SUBH	18,000.00		5,09,403.38Cr
04-10-23 Charges for PORD Customer Paymen	5.60		5,09,397.78Cr
04-10-23 NEFT-BARBR23277426678-SUDAMA RAJ	30,000.00		4,79,397.78Cr
04-10-23 Charges for PORD Customer Paymen	5.60		4,79,392.18Cr
04-10-23 NEFT-BARBR23277426682-ALERT SECU	11,800.00		4,67,592.18Cr
04-10-23 Charges for PORD Customer Paymen	2.65		4,67,589.53Cr
04-10-23 NEFT-BARBR23277426686-SAGAR RAME	7,800.00		4,59,789.53Cr
04-10-23 Charges for PORD Customer Paymen	2.65		4,59,786.88Cr
04-10-23 NEFT-BARBR23277426694-NATHO PRAS	6,000.00		4,53,786.88Cr
04-10-23 Charges for PORD Customer Paymen	5.60		4,53,781.28Cr
04-10-23 NEFT-BARBR23277426698-VIJAY PANW	33,000.00		4,20,781.28Cr
04-10-23 Charges for PORD Customer Paymen	5.60		4,20,775.68Cr
04-10-23 NEFT-BARBR23277426703-DASHRATH P	11,500.00		4,09,275.68Cr
04-10-23 Charges for PORD Customer Paymen	5.60		4,09,270.08Cr
04-10-23 NEFT-BARBR23277426708-BANDHU THA	13,000.00		3,96,270.08Cr
04-10-23 Charges for PORD Customer Paymen	5.60		3,96,264.48Cr
04-10-23 NEFT-BARBR23277426714-GIRIDHARI	15,000.00		3,81,264.48Cr
04-10-23 Charges for PORD Customer Paymen	2.65		3,81,261.83Cr
04-10-23 NEFT-BARBR23277426722-KAVYA FLOR	6,000.00		3,75,261.83Cr
04-10-23 Charges for PORD Customer Paymen	5.60		3,75,256.23Cr
04-10-23 NEFT-BARBR23277426731-BEEKESH CH	67,624.00		3,07,632.23Cr
04-10-23 Charges for PORD Customer Paymen	5.60		3,07,626.63Cr
04-10-23 NEFT-BARBR23277426736-SATENDER K	89,500.00		2,18,126.63Cr
04-10-23 Charges for PORD Customer Paymen	5.60		2,18,121.03Cr
04-10-23 NEFT-BARBR23277426743-GEETA RANI	62,500.00		1,55,621.03Cr
04-10-23 Charges for PORD Customer Paymen	5.60		1,55,615.43Cr
04-10-23 NEFT-BARBR23277426852-ARKIN KUMA	16,000.00		1,39,615.43Cr
Page Total:	6,64,438.15	8,00,000.00	1,39,615.43Cr

NOTARY
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INSOLVENCY PROFESSIONAL
IBBI REG. NO.
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IP-P01316
2018-19/12131

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

323

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A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 01-04-2023 to 18-11-2023

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
04-10-23	Charges for PORD Customer Paymen		2.65		1,39,612.78Cr	
04-10-23	NEFT-BARBR23277426859-PARESH STA		815.00		1,38,797.78Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		1,38,792.18Cr	
04-10-23	NEFT-BARBR23277426865-JAIPUR INT		40,780.80		98,011.38Cr	
04-10-23	Charges for PORD Customer Paymen		2.65		98,008.73Cr	
04-10-23	NEFT-BARBR23277426871-AMBIKA ENT		5,971.00		92,037.73Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		92,032.13Cr	
04-10-23	NEFT-BARBR23277426877-GOVIND KUM		10,700.00		81,332.13Cr	
04-10-23	Charges for PORD Customer Paymen		5.60		81,326.53Cr	
04-10-23	NEFT-BARBR23277485239-RAVINDER K	3225	25,000.00		56,326.53Cr	
04-10-23	SAGAR CHANDRA SAHANI	3229	19,000.00		37,326.53Cr	
04-10-23	JAGDAMBA S PRASAD-SAKINA	3230	33,000.00		4,326.53Cr	
06-10-23	PRCR/RAJWADI DRESSES/MUMBAI		2,490.00		1,836.53Cr	
07-10-23	Cheque Book Charges		295.00		1,541.53Cr	

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No.15192 Exp. Dt.27/10/2024 GOVT. OF INDIA

PRASHANT JAIN INSOLVENCY PROFESSIONAL IBBI REG. NO IBBI/IPA-001/ IP-P01316B 2018-19/12131

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

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16-10-23	DIGITA-MUMBAI/NEFT-N289232690539			2,00,000.00	2,01,541.53Cr
16-10-23	SAGAR CHANDRA SAHANI	3239	80,000.00		1,21,541.53Cr
16-10-23	Charges for PORD Customer Paymen		5.60		1,21,535.93Cr
16-10-23	NEFT-BARBQ23289289506-BEEKESH CH	3237	38,608.00		82,927.93Cr
16-10-23	Charges for PORD Customer Paymen		5.60		82,922.33Cr
16-10-23	NEFT-BARBQ23289361278-RAVINDER K	3238	50,000.00		32,922.33Cr
16-10-23	Charges for PORD Customer Paymen		5.60		32,916.73Cr
16-10-23	NEFT-BARBQ23289364600-GAURAV RAB	3236	15,000.00		17,916.73Cr
16-10-23	Charges for PORD Customer Paymen		5.60		17,911.13Cr
16-10-23	NEFT-BARBQ23289461598-VARDHMAN C	3242	11,406.00		6,505.13Cr
17-10-23	DIGITA-MUMBAI/NEFT-N290232693672			1,000.00	7,505.13Cr
18-10-23	SERBOM-MUMBAI/SANKALP COOPERATIV	3235	7,450.00		55.13Cr
23-10-23	DIGITA-MUMBAI/NEFT-N296232700800			35,000.00	35,055.13Cr
23-10-23	SAGAR CHANDRA SAHANI	3243	15,000.00		20,055.13Cr
23-10-23	Charges for PORD Customer Paymen		5.60		20,049.53Cr
23-10-23	NEFT-BARBQ23296977775-PATEL COUR	3244	18,000.00		2,049.53Cr
31-10-23	SERMAS-CHENNAI/BY INST 401 : MIC			32,67,820.00	32,69,869.53Cr
01-11-23	BEEKESH CHOUDHARY	3245	1,50,000.00		31,19,869.53Cr
01-11-23	SAGAR CHANDRA SAHANI	3233	4,50,000.00		26,69,869.53Cr
01-11-23	Charges for PORD Customer Paymen		5.60		26,69,863.93Cr
01-11-23	NEFT-BARBU23305275684-BEEKESH CH		28,000.00		26,41,863.93Cr
01-11-23	Charges for PORD Customer Paymen		5.60		26,41,858.33Cr
01-11-23	NEFT-BARBU23305275688-ARVIND RAJ		40,000.00		26,01,858.33Cr
01-11-23	Charges for PORD Customer Paymen		5.60		26,01,852.73Cr
01-11-23	NEFT-BARBU23305275694-NEHA SECUR		13,000.00		25,88,852.73Cr
01-11-23	Charges for PORD Customer Paymen		5.60		25,88,847.13Cr
01-11-23	NEFT-BARBU23305275700-NEHA SECUR		13,000.00		25,75,847.13Cr
01-11-23	Charges for PORD Customer Paymen		5.60		25,75,841.53Cr
Page Total:			10,67,593.90	35,03,820.00	25,75,841.53Cr

Note: Cheques received in inward clearing will be considered for debiting/
returning on the basis opening balance in account
Unless the constituent notifies the bank of any discrepancy in this statement

NOTARY
Mrs. VEENA P. WAGLE
NAVI MUMBAI
MAHARASHTRA
Reg. No. 15192
Exp. 01.27/10/2024
GOVT. OF INDIA

PRASHANT JAIN
IBBI REG. NO
IBBI/IPA-001/
IP-P01316
2018-19/12131
INSOLVENCY PROFESSIONAL

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BANK OF BARODA
SAKINAKA MUMBAI
ADDRESS: 4-5 TOWN CENTER NEAR MITTAL ESTATE, SA,MUMBA,MH,400059
HELPLINE NO. : 1800223344/18001024455/18002584455
BRANCH PHONE NO. :022-28508565
MICR CODE: 400012057 IFSC CODE: BARB0SAKINA

Date: 18-11-2023
Time: 13:56:01

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 01-04-2023 to 18-11-2023

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
01-11-23	NEFT-BARBU23305275706-SANDEEP KU		16,498.00		25,59,343.53Cr	
01-11-23	Charges for PORD Customer Paymen		29.20		25,59,314.33Cr	
01-11-23	NEFT-BARBU23305275713-SUPREME AV		13,00,000.00		12,59,314.33Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		12,59,308.73Cr	
01-11-23	NEFT-BARBU23305275718-AKHIL SUBH		18,000.00		12,41,308.73Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		12,41,303.13Cr	
01-11-23	NEFT-BARBU23305275721-SUDAMA RAJ		30,000.00		12,11,303.13Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		12,11,297.53Cr	
01-11-23	NEFT-BARBU23305275726-ALERT SECU		11,800.00		11,99,497.53Cr	
01-11-23	Charges for PORD Customer Paymen		2.65		11,99,494.88Cr	
01-11-23	NEFT-BARBU23305275731-SAGAR RAME		7,800.00		11,91,694.88Cr	
01-11-23	Charges for PORD Customer Paymen		2.65		11,91,692.23Cr	
01-11-23	NEFT-BARBU23305275737-NATHO PRAS		6,000.00		11,85,692.23Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		11,85,686.63Cr	
01-11-23	NEFT-BARBU23305275743-VIJAY PANW		33,000.00		11,52,686.63Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		11,52,681.03Cr	
01-11-23	NEFT-BARBU23305275749-DASHRATH P		11,500.00		11,41,181.03Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		11,41,175.43Cr	
01-11-23	NEFT-BARBU23305277153-BANDHU THA		13,000.00		11,28,175.43Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		11,28,169.83Cr	
01-11-23	NEFT-BARBU23305277159-GIRIDHARI		25,000.00		11,03,169.83Cr	
01-11-23	Charges for PORD Customer Paymen		2.65		11,03,167.18Cr	

NOTARY
Mrs. VEENA P. WAGLE
NAVI MUMBAI
MAHARASHTRA
Reg. No. 15192
Exp. On 27/10/2024
GOVT. OF INDIA

PRASHANT JAIN
IBBI REG. NO.
IBBI/IPA-001/
IP-P01316
2018-19/12137
INSOLVENCY PROFESSIONAL

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

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01-11-23 NEFT-BARBU23305277163-KAVYA FLOR	5,520.00		10,97,647.18Cr
01-11-23 Charges for PORD Customer Paymen	5.60		10,97,641.58Cr
01-11-23 NEFT-BARBU23305277169-BEEKESH CH	45,273.00		10,52,368.58Cr
01-11-23 Charges for PORD Customer Paymen	5.60		10,52,362.98Cr
01-11-23 NEFT-BARBU23305277175-SATENDER K	89,500.00		9,62,862.98Cr
01-11-23 Charges for PORD Customer Paymen	5.60		9,62,857.38Cr
01-11-23 NEFT-BARBU23305277180-GEETA RANI	62,500.00		9,00,357.38Cr
01-11-23 Charges for PORD Customer Paymen	5.60		9,00,351.78Cr
01-11-23 NEFT-BARBU23305277183-ARKIN KUMA	18,000.00		8,82,351.78Cr
01-11-23 Charges for PORD Customer Paymen	2.65		8,82,349.13Cr
01-11-23 NEFT-BARBU23305277188-AMBIKA ENT	5,971.00		8,76,378.13Cr
01-11-23 Charges for PORD Customer Paymen	2.65		8,76,375.48Cr
01-11-23 NEFT-BARBU23305277192-GOVIND KUM	3,950.00		8,72,425.48Cr
01-11-23 Charges for PORD Customer Paymen	2.65		8,72,422.83Cr
01-11-23 NEFT-BARBU23305277197-BOMBAY GOO	6,372.00		8,66,050.83Cr
01-11-23 Charges for PORD Customer Paymen	5.60		8,66,045.23Cr
01-11-23 NEFT-BARBU23305277203-DIVYA SAIN	1,00,000.00		7,66,045.23Cr
01-11-23 Charges for PORD Customer Paymen	5.60		7,66,039.63Cr
01-11-23 NEFT-BARBU23305277207-JAIPUR INT	21,070.80		7,44,968.83Cr
01-11-23 Charges for PORD Customer Paymen	5.60		7,44,963.23Cr
Page Total:	18,30,878.30	0	7,44,963.23Cr

Note: Cheques received in inward clearing will be considered for debiting/
returning on the basis opening balance in account
Unless the constituent notifies the bank of any discrepancy in this statement

BANK OF BARODA
SAKINAKA MUMBAI
ADDRESS: 4-5 TOWN CENTER NEAR MITTAL ESTATE, SA,MUMBA,MH,400059
HELPLINE NO. : 1800223344/18001024455/18002584455
BRANCH PHONE NO. :022-28508565
MICR CODE: 400012057 IFSC CODE: BARB0SAKINA

Date: 18-11-2023
Time: 13:56:01

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No.15192 Exp. Dt.27/10/2024 GOVT. OF INDIA

PRASHANT JAIN INSOLVENCY PROFESSIONAL IBBI REG. NO. IBBI/IPA-001/ IP-P01316/ 2018-19/12131

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

A/C Number : 04720200000561 Account Open Date :28-08-2008

Statement of account for the period of 01-04-2023 to 18-11-2023

DATE	PARTICULARS	CHQ.NO.	WITHDRAWALS	DEPOSITS	BALANCE	ENTRY TIME
01-11-23	NEFT-BARBU23305277215-PAYAL MADH		75,001.00		6,69,962.23Cr	
01-11-23	Charges for PORD Customer Paymen		17.40		6,69,944.83Cr	
01-11-23	NEFT-BARBU23305277220-PRACHI CRE		1,65,874.00		5,04,070.83Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		5,04,065.23Cr	
01-11-23	NEFT-BARBU23305277225-SHIKHIL SU		1,00,000.00		4,04,065.23Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		4,04,059.63Cr	
01-11-23	NEFT-BARBU23305277234-RAVINDAR K		20,000.00		3,84,059.63Cr	
01-11-23	Charges for PORD Customer Paymen		5.60		3,84,054.03Cr	
01-11-23	NEFT-BARBU23305277240-KANTI LAL		10,464.00		3,73,590.03Cr	
01-11-23	Charges for PORD Customer Paymen		17.40		3,73,572.63Cr	
01-11-23	NEFT-BARBU23305352854-NASU SYSTE	3234	1,65,200.00		2,08,372.63Cr	
02-11-23	DEVENDRA KUMANNA BEDAR	3241	5,100.00		2,03,272.63Cr	
03-11-23	PRCR/SAIFEE TYRE SERVICE/MUMBAI		29,700.00		1,73,572.63Cr	
04-11-23	PRCR/LUCKY NX/MUMBAI		480.00		1,73,092.63Cr	
04-11-23	SERBOM-MUMBAI/SUPREME AVIATION I	3247	54,078.00		1,19,014.63Cr	
04-11-23	SERBOM-MUMBAI/SUPREME AVIATION I	3246	44,451.00		74,563.63Cr	
06-11-23	ATM/28/XXXXXXXXX		3,000.00		71,563.63Cr	
06-11-23	ATM/29/XXXXXXXXX		2,500.00		69,063.63Cr	
06-11-23	Charges for PORD Customer Paymen		5.60		69,058.03Cr	
06-11-23	NEFT-BARBS23310055108-GAURAV RAB	3253	15,000.00		54,058.03Cr	
06-11-23	SERMAS-CHENNAI/BY INST 14738 : M			1,99,94,000.00	2,00,48,058.03Cr	
06-11-23	Charges for PORD Customer Paymen		5.60		2,00,48,052.43Cr	
06-11-23	NEFT-BARBS23310060572-RAVINDAR K	3252	20,000.00		2,00,28,052.43Cr	
06-11-23	SERMAS-CHENNAI/BY INST 14728 : M			33,87,000.00	2,34,15,052.43Cr	
06-11-23	SERMAS-CHENNAI/BY INST 14726 : M			1,77,19,000.00	4,11,34,052.43Cr	
08-11-23	SERBOM-MUMBAI/SHRI SAIBABA MITRA	3249	3,100.00		4,11,30,952.43Cr	
09-11-23	DIGITA-MUMBAI/NEFT-N313232730837			50,000.00	4,11,80,952.43Cr	
09-11-23	Charges for PORD Customer Paymen		5.60		4,11,80,946.83Cr	
09-11-23	NEFT-BARBZ23313583268-HALAI AND	3251	50,000.00		4,11,30,946.83Cr	

NOTARY Mrs. MEENA P. WAGLE MUMBAI MAHARASHTRA Reg. No. 15192 Exp. Dt. 27/10/2024 GOVT. OF INDIA

PRASHANT JAIN INSOLVENCY PROFESSIONAL IBBI REG. NO. IBBI/IPA-001/IP-P013168 2018-19/12131

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

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CA PRASHANT JAIN
INSOLVENCY PROFESSIONAL
IBBI Regd. No. IBBI/IPA-001/IPP01368/2018-2019/12131
Regd off. A-501, Shanti Heights, Plot No, 2,3,9b/10 , Sector 11, Koparkharine, Navi Mumbai - 400709 , MH.
Regd Email ID: inprashantjain@gmail.com

Date- 07/11/2023

To,

The Deputy Commissioner (SIIB),

Customs House, Mundra.

Subject- Request for Providing the letter dated 30/10/2023 received from Supreme Transport Organisation Private Limited (Corporate Debtor).

Reference- Letter No. Cus/EP/Misc/212/2023-EA dated 06/11/2023

Dear Sir,

With regard to the above referenced letter, the undersigned requests your kind office to provide the letter received from Supreme Transport Organisation Private Limited requesting for allowing the export of the aircraft.

As you are aware that Supreme Transport Organisation Private Limited is undergoing Corporate Insolvency Resolution Process and the powers of the directors of the Corporate Debtor is suspended and vested with the undersigned.

Therefore, the letter received by you on 30/10/2023 from Supreme Transport Organisation Private Limited is unauthorized and in utter violation of the Section 14 of the Insolvency and Bankruptcy Code, 2016. We are grateful for your prompt response and averting the unauthorized and illegal action of the suspended directors of the Corporate Debtor.

Further, we also request your office to kindly provide us a copy of the letter dated 30/10/2023 received from Supreme Transport Organisation Private Limited. As the Interim Resolution Professional appointed by the National Company Law Tribunal the undersigned is duty bound to take appropriate legal action in the matter.

Office Address: Office No. 610, B Wing, Plot no 39/5A, BSEL Tech Park Sector 30A,
Vashi, Navi Mumbai – 400703, Maharashtra

NOTARY Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Reg. No.15192 Exp. 31/10/2024 GOVT. OF INDIA

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

PRASHANT JAIN IBBI REG. NO. IBBI/IPA-001/IP-P01368 2018-19/12131 INSOLVENCY PROFESSIONAL

330

CA PRASHANT JAIN
INSOLVENCY PROFESSIONAL
IBBI Regd. No. IBBI/IPA-001/IPP01368/2018-2019/12131
Regd off. A-501, Shanti Heights, Plot No, 2,3,9b/10 , Sector 11, Koparkharine, Navi Mumbai - 400709 , MH.
Regd Email ID: inprashantjain@gmail.com

Hence, a copy of the unauthorized letter dated 30/10/2023 will aid the undersigned in pursuing the matter further.

PRASHANT JAIN IBBI REG. NO. IBBI/IPA-001/ P-P01368/ 2018-19/12131 INSOLVENCY PROFESSIONAL

Yours Sincerely,

C.A. Prashant Jain

Interim Resolution Professional in the matter of Supreme Transport Organisation Private Limited

IBBI Registration No. - IBBI/IPA-001/IPP01368/2018-2019/12131

Email- supremetransportorg.cirp@gmail.com inprashantjain@gmail.com

Address for Correspondence- Office No. 610, B Wing,

Plot no 39/5A, BSEL Tech Park Sector 30A,

Vashi, Navi Mumbai – 400703, Maharashtra

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

NOTARY GOVT. OF INDIA Mrs. VEENA P. WAGLE NAVI MUMBAI MAHARASHTRA Regn. No. 15192 Exp. 01/10/2024

PRASHANT JAIN IBBI REG. NO. IBBI/IPA-001/ IP-P01368/ 2018-19/12131 INSOLVENCY PROFESSIONAL

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CA PRASHANT JAIN
INSOLVENCY PROFESSIONAL
IBBI Regd. No. IBBI/IPA-001/IPP01368/2018-2019/12131
Regd off. A-501, Shanti Heights, Plot No. 2,3,9b/10 , Sector 11, Koparkharine, Navi Mumbai - 400709 , MH.
Regd Email ID: ipprashantjain@gmail.com

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

Office Address: Office No. 610, B Wing, Plot no 39/5A, BSEL Tech Park Sector 30A,
Vashi, Navi Mumbai – 400703, Maharashtra

NOTARY
Mrs. VEENA P. WAGLE
NAVI MUMBAI
MAHARASHTRA
Reg. No. 15192
Exp. Dt. 27/10/2024
GOVT. OF INDIA

PRASHANT JAIN
IBBI REG. NO.
IBBI/IPA-001/
IP-P01368/
2018-19/12131
INSOLVENCY PROFESSIONAL

SUPREME
SINCE 1983

From the desk of AMMEET K AGARWAL

703 Sankalp Mistry Complex JB Nagar Andheri East Mumbai 400059 +91 9870811224
8601 Park Lane #313 Dallas TEXAS **USA** +1 703 810 9054 ammeet@supremeaviation.com
Former **Honorary Consul of Democratic Republic of Congo**
www.supremeaviation.com ****** www.sangeetaaviation.com

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January 10th 2024

To,

Senior Inspector of Police
Sahar Police station
Andheri East Mumbai 400059

Registration of F.I.R. u/s 13, 34, 120B, 199, 200, 415, 417, 418, 420 423, 425, 426, 427, 463, 464, 466, 467, 468, 471, 474 of IPC followed by immediate arrest of the following accused:

1. **MR. VIMAL AGRAWAL** +91 93421 37351
   Resident of B306, Sai Krupa Elite, Doddenkundi, Fern City Rd, Marathahalli, Bengaluru 560037

2. **MR. GIRISH AGRAWAL** +91 9311701121
   Resident of A40 Kewal Kunj Apt, Sector 13, Rohini, New Delhi 110085

3. **Mr. PRASHANT JAIN** +91 816 955 4787
   Office at A-501, Shanti Heights, Plot #2,3, 9B/10, Sector 11, Koparkhairane, Navi Mumbai 400709

4. **MR. VIKAS KESHAVRAM SHUKLA** +91 9820993133
   Resident of Nahar, Chandivili, Mumbai

Respected Sir,

I, Captain Ammeet K Agarwal, resident of 901 Bikaner Bhawan, JB Nagar, Andheri East, Mumbai 400059, aged 35 years, seek your indulgent consideration, on the subject afore mentioned, since 2015 until 08th September 2023, serving as a Director, President & CEO of M/S Supreme Transport Organisation Pvt Ltd (STOPL), having registered office at 5B 34, Akshay Mittal Industrial Estate, MV Road, Andheri East, Mumbai 400059; sincerely request you to register an FIR on immediate basis under appropriate sections of the IPC, followed by immediate arrests of aforementioned accused.

1. Please find attached ANNEX – 1, export clearance documents pertaining to a container, having damaged aircraft.

2. Such container has been illegally detained/ stopped at MUNDRA PORT since 22nd May 2023, due to manipulation by the 4 accused afore mentioned. All 4 accused have not only manipulated the courts of law, the commissioner of customs at Mundra, Mumbai Police and other government authorities, but have caused heavy damages to the aircraft, container, shipment and everything associated to these.

Continued..

PRASHANT JAIN IBBI REG. NO. IBBI/IPA-001/IP-P013168/2018-19/12131

SUPREME
SINCE 1983

From the desk of AMMEET K AGARWAL

703 Sankalp Mistry Complex JB Nagar Andheri East Mumbai 400059 +91 9870811224
8601 Park Lane #313 Dallas TEXAS **USA** +1 703 810 9054 ammeet@supremeaviation.com
Former **Honorary Consul of Democratic Republic of Congo**
www.supremeaviation.com ****** www.sangeetaaviation.com

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Continued..

3. Please find attached ANNEX – 2, email chain from accused Vimal Agrawal, dated 11th April 2023 and 20th May 2023, manipulating the buyer and end user of the aircraft which was sold and transaction was completed.

4. Please find attached ANNEX – 3, an order from NCLT dated 18th May 2023, where due to manipulation of accused Vimal Agrawal & Girish Agrawal, the NCLT had ordered Mundra SIIB to stop the container.

5. Please find attached ANNEX – 4, an order from NCLT dated 18th September 2023, which clearly states that all orders pertaining to 88MB/2015 including 241/242 have become infructuous.

6. Please find attached ANNEX - 5, newspaper publication by accused Prashant Jain dated 14th October 2023, claiming symbolic possession of the said aircraft which was already sold and transacted is concluded as per national and international laws.

7. Please find attached ANNEX – 6, our correspondence to SIIB and commissioner of customs dated 30th October 2023, for release of the container immediately.

8. Please find attached ANNEX – 7, letter of authority issued by us dated 30th October 2023, to Mr. Adtiya Vasave, our agent, so that the container can be released without any further delays.

9. Please find attached ANNEX – 8, reply dated 6th November 2023, from deputy commissioner customs of SIIB Mundra, clearly stating misrepresentation made by accused Mr. Prashant Jain to ensure the container doesn't leave the port.

10. Please find attached ANNEX – 9, our reply dated 13th November 2023 to SIIB Mundra along with copies of the petition filed before NCLT by us for release of the container, as per Indian and international laws.

11. Please note, the NCLT had asked accused Prashant Jain to file a reply to this petition, which he has royally refused to file or address, since his misdoings, misrepresentations, manipulations and illegitimate acts in the capacity of government servant are being exposed.

12. Please find attached ANNEX – 10, our email to accused Prashant Jain dated 13th November 2023, where we have clearly stated to release the container immediately without any further delays. We have also apprised that he holding the container is illegitimate and he shall be responsible for any further demurrages.

PRASHANT JAIN IBBI REG. NO. IBBI/IPA-001/IP-P013168/2018-19/12131

NOTARY GOVT OF INDIA

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Date: 02nd February 2024

To,

The Commissioner of Police,

Main Building, Dr. DN Road,

Crawford Market, Mumbai

Dear Sir/Madam,

Sub: Complaint on behalf of Prashant Jain, Authorized Signatory of SSARVI Resolution Services LLP (Resolution Professional of Supreme Transport Organisation Pvt. Ltd.), having his Office at 501, Shanti Heights, Plot No. 2, 3, 9b/10, Section 11, Koparkhairne, Navi Mumbai against Mr. Ammeet Agarwal, Kamal Nagarwal Agarwal, Akash Kamal Agarwal

I, Prashant Jain, Authorized Signatory on behalf of the Resolution Professional have to submit as under:

1. I was appointed as the Interim Resolution Professional by virtue of Order dated 8 September 2023 (*attached herewith for reference*) passed by the Hon'ble NCLT as per the provisions of Insolvency Bankruptcy Code, which vests me with power and authority to act on behalf of the Supreme Transport Organisation Pvt. Ltd. ("**Corporate Debtor**") which is undergoing Corporate Insolvency Resolution Process ("**CIRP**"). Currently, I am acting as the Authorized Signatory of the Resolution Professional (SSARVI Resolution Services LLP) and making the below submission in the same capacity, against the persons named in the subject above as they have siphoned off property belonging to Corporate Debtor.
2. While I was discharging my duty as Interim Resolution Professional, I have been made available copy of letter dated 30 November 2023 addressed by one Mr. Micheal

For Supreme Transport Organization Private Limited

(Resolution Professional)
Authorised Signatory
IBBI Reg. No.
IBBI/IPA-001/IP-P01368/2018-2019/12131

Kneefel, CEO & President of 'Trek Air BV' based out of Netherlands. Mr. Kneefel has entered into an Aircraft Purchase Agreement dated 20th July 2022 ("***Agreement***") pertaining to sale of Aircraft with Mr. Ammeet Kamal Agarwal. On perusal of the Agreement along with the letter dated 30 November 2023, it becomes apparent that the before the Corporate Debtor was admitted under CIRP, accused persons with the intent of siphoning off the Aircraft belonging to the Corporate Debtor, acted and represented themselves as the Director of Corporate Debtor and owner of the Aircraft, *albeit* having no authority to transfer the Aircraft. It is pertinent to note that the other erstwhile Directors of the Corporate Debtor and Accused persons were also at dispute with respect to ownership of Aircraft.

3. Pursuant to the said Agreement, an Escrow Account was opened by the Corporate Debtor in the United States for purpose of receiving payments as per the Agreement. The entire consideration of USD $5,50,000 was deposited on 5 August 2022 in the said Escrow Account functioning in the United States.

4. At the instance of the Mr. Ammeet Agarwal, Mr. Kneefel on 10 January 2023 transferred a sum of USD $ 60,000 was transferred to the bank account of the Corporate Debtor bearing Account No. 04720200000561 maintained with Bank of Baroda, Sakinaka Branch, Mumbai with the understanding that the same will be adjusted from the total consideration subsequently.

5. Similarly on 7 February 2023, Mr. Kneefel at the instructions of the Mr. Ammeet Agarwal transferred an amount of USD $4,90,000 to a certain bank account of Lloyds Bank at Leeds, England standing in the name of Shorelight Limited. It is also pertinent to note that Mr. Kneefel has arraigned Mr. Natwarlal Tiberwal and Ms. Lata Tiberwal as Accused persons, who are related to Accused persons and conspired along with the Accused to defraud the Corporate Debtor by siphoning the proceeds of illegal sale.

For, Supreme Transport Organization Private Limited

(Resolution Professional)
Authorised Signatory
IBBI Reg. No.

NOTARY GOVT. OF INDIA
Mrs. VEENA P. MAGAV
NAVI MUMBAI
MAHARASHTRA
Reg. No. 15192
Exp. 01.27/10/2024

PRASHANT JAIN
IBBI REG. NO.
IBBI/IPA-001/
IP-P013168
2018-19/12131
INSOLVENCY PROFESSIONAL

6. I have also been provided with a copy of complaint filed by Mr. Ammeet Agarwal addressed to Senior Inspector of Police, Sahar Police Station, Andheri (E), Mumbai thereby making false allegations against myself along with other accused persons, namely Mr. Vimal Agarwal, Mr. Girish Agarwal and Mr. Vikas K. Shukla and further requested that I be arrested under charges mentioned therein. By my letter dated 29th January 2024, I have replied to the said complaint thereby pointing out the manner in which the Accused person have devised scheme to transfer the Aircraft belonging to the Corporate Debtor in connivance with their relatives based in United Kingdom.

7. For the reasons mentioned above, I have terminated the said Agreement by virtue of Termination Notice dated 29th January 2024, as the Agreement was nothing but a medium to siphon assets of the Corporate Debtor.

8. The conduct of the Accused persons is also relevant to this complaint, in as much as they have transferred monies out of the bank account of Corporate Debtor which is under moratorium. In fact, I was not made aware of the existence of this bank account and it was only pursuant to my efforts that I was provided with a copy of the Bank Statement Account of the Corporate Debtor being managed by the Accused persons.

9. As per the Agreement and communications addressed by Mr. Kneefel, Accused Persons and the concerned authorities, it is understood that at present the Aircraft is lying at Mundra Airport in a container. There is no basis on which the valuation of the Aircraft can be ascertained, therefore, the likelihood of the Aircraft being sold for an undervalued amount cannot be ruled out. I have also been given to understand that the Accused has multiple FIRs registered against him and he is likely to abscond from the country therefore, I am requesting a prompt response to arrest the Accused Persons.

10. The Accused persons have committed these acts consciously and in connivance with one another and caused wrongful loss to the extent of USD $ 5,50,000 (Rs.

NOTARY GOVT. OF INDIA

PRASHANT JAIN
IBBI REG. NO.
IBBI/IPA-001/
IP-P013168/
2018-19/12131
INSOLVENCY PROFESSIONAL

NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

For Supreme Transport Corporation Pvt. Ltd. Limited

Authorised Signatory

4,57,21,863/-) to the Corporate Debtor and even the Aircraft of the Corporate Debtor has been deregistered from India pursuant to the execution of the said Agreement. Therefore, I request that a complaint based on the aforesaid facts be investigated and FIR under section 406, 420, 34 r/w 120B of the Indian Penal Code, 1860 and section 3 and 4 of Prevention of Money Laundering Act, 2023 be registered against the Accused persons.

For, Supreme Transport Organization Private Limited

(Resolution Professional)
Authorised Signatory
IBBI Reg. No.
IBBI/IPA-001/IP-P01368/2018-2019/12131

Prashant Jain

Authorized Signatory for the Resolution Professional

(SSARVI Resolution Services LLP)

Supreme Transport Organisation Pvt. Ltd.

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

PRASHANT JAIN
IBBI REG. NO.
IBBI/IPA-001/
IP-P013168
2018-19/12131
INSOLVENCY PROFESSIONAL

NOTARY
GOVT. OF INDIA
MRS. VEENA P. WAGLE
NAVI MUMBAI
MAHARASHTRA
Reg. No. 15182
Exp. Dt. 27/10/2024

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. 5487 OF 2023

IN

COMPANY PETITION (IB) NO. 368/MB/C-II/2023

Kamal Agarwal &Ors. **...Applicant**

Versus

Prashant Jain&Anr. **...Respondent**

To,

The Registrar,

National Company Law Tribunal

Mumbai

Sir/Ma'am,

I, Prashant Jain, aged about 47, having office at A-501, Shanti Heights, Plot No. 2, 3, 9b/10, Sector 11, Koparkharine, Navi Mumbai, Maharashtra - 400709, the Respondent herein in the captioned Application, do hereby appoint Chandhiok and Mahajan, Advocates and Solicitors, Mumbai, to act, appear and plead for me and on my behalf in the above captioned matter.

In witness whereof we have set and subscribed our hands to this writing at this 03rd day of February 2024.

Accepted:

PRASHANT JAIN
IBBI REG. NO.
IBBI/IPA-001/
IP-P013168
2018-19/12131
INSOLVENCY PROFESSIONAL

Chandhiok and Mahajan

89 Advocates and Solicitors,
63, 6th Floor, Free Press House, Free Press Journal Road, Nariman Point, Mumbai - 400021
MAH/2332/2015

Prashant Jain

NOTARY GOVT. OF INDIA
Mrs. VEENA P. WAGLE
NAVI MUMBAI
MAHARASHTRA
Reg. No. 15192
Exp. Dt. 27/10/2024

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH II
INTERLOCUTORY APPLICATION NO.5487 OF 2023
IN
COMPANY PETITION (IB) NO. 368/MB/2023

Kamal Agarwal & Ors. **...Applicant**

Versus

Prashant Jain & Anr. **...Respondent**

REPLY ON BEHALF OF
RESPONDENT NO. 1

Dated 8th day of February 2024

Certified True Copy
Copy Issued "free of cost"
On 11/07/2024
Deputy Registrar 11/07/2024
National Company Law Tribunal Mumbai Bench

Chandhiok and Mahajan
Counsels for the RP/Applicant Advocates and Solicitors
63, 6th Floor, Free Press House,
Free Press Journal Road, Nariman Point,
Mumbai – 400021
Counsels for the Applicant
Email: cm.insol@chandhiok.com;
himanshu.vidhani@chandhiok.com
Phone: 7506080770 / 9971868533

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K. H. Halai
Advocate & Solicitor, England & Wales (N. P.)
Priya Aggarwal Halai
Advocate

Halai & Co.
ADVOCATES & LEGAL CONSULTANTS

Off. No. 186 / 187, 1st Floor, Ashoka Centre, Next to G.T. Hospital, L.T. Marg, Mumbai - 400001.
Telephone : 2267 6708 / 09 • Telefax : 2267 6709 • E-mail : halai_co@yahoo.com • Web : www.halailaw.com

Ref.No.:

Date :

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. 5487 OF 2023

IN

COMPANY PETITION (IB) No. 368/MB/2023

Kamal Agarwal & Ors — Applicants

Versus

Prashant Jain & Anr. — Respondents

To,
The Registrar
NCLT,
Bombay

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

Sir,

Be pleased to take on record the **INTERLOCUTORY APPLICATION** filed by the Applicant abovenamed.

Dated this day of December, 2023.

Yours faithfully,
M/s. Halai & Co.,

Advocates for the Applicant

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ / MUMBAI BENCH
01 DEC 2023
डायरी नं. / DIARY NO. 8308
को. पीटीशन / अप्लिकेशन / CO. PETITION / APPLICATION No. 11547

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National Company Law Tribunal

Your Payment has been Successful

Case Title :	Kamal Agarwal Vs. Prashant Jain
Payee Name :	Kamal Agarwal
Case Type :	Interlocutory Application(IBC)
NCLT Transaction Id :	2700990622732023
Bank Transaction Id :	1311230015014
Transaction Date and Time :	13-11-2023 19:04:20
Filing Number :	2709138/ 09677/ 2023
Amount :	1000 Rs. Only

राष्ट्रीय कम्पनी विधि अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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In the Matter Between Kamal Agarwal & Ors. VERSUS Prashant Jain & Anr. (IA ___ OF 2023 in CP 368/MB/2023)

From: HALAI CO HALAI (halai_co@yahoo.com)

To: ipprashantjain@gmail.com; supremetransportorg.cirp@gmail.com; siibmundra@gmail.com

Cc: khh@halailaw.com

Date: Monday, November 13, 2023 at 07:00 PM GMT+5:30

Dear Sir,

We are concerned for the Applicants in the subject Interlocutory Application.

Please find attached herewith copy of the Interlocutory Application on behalf of our clients i.e., the Applicants in the subject matter as and by way of service upon you.

Kindly acknowledge on receipt of the same.

With Regards
For M/s. Halai & Co.
Santosh Salekar
Advocates and Legal Consultants

Interlocutory Application ___ of 2023 in CP 368 MB 2023.pdf
1.6MB

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. 5487 OF 2023

IN

COMPANY PETITION (IB) No. 368/MB/2023

Kamal Agarwal & Ors — Applicants

Versus

Prashant Jain & Anr. — Respondents

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NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
20-10-2027
GOVERNMENT OF INDIA

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
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राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ / MUMBAI BENCH
01 DEC 2023
डायरी नं. / DIARY NO. 8308
को. पीटीशन / अप्लिकेशन CO. PETITION / APPLICATION No. 11-12

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M/s. Halai & Co.

Advocates for the Applicant

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. 5487 OF 2023

IN

COMPANY PETITION (IB) No. 368/MB/2023

Kamal Agarwal & Ors — Applicants

Versus

Prashant Jain & Anr. — Respondents

SYNOPSIS

1. The present application ***(Hereinafter referred as Application)*** is filed by the ex-directors of the Supreme Transport Organisation Private Limited ***(Hereinafter referred as Corporate Debtor/STOPL)***, under section 60 (5) of the Insolvency and Bankruptcy Code, 2016 ***(Hereinafter referred as Code)*** and Rule 11 of the National Company Law Tribunal Rules, 2016 ***(Hereinafter referred as NCLT Rules)*** seeking appropriate and necessary directions against the Respondent No 2 to hereby allow the export and release the Aircraft VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 ***(Hereinafter referred as the Aircraft)*** to the destination of Trek Air BV The Netherlands ***(Hereinafter referred as the Purchaser)*** from the Mundra Port which Aircraft is already sold to the Purchaser vide an Aircraft Purchase Agreement dated 20th July 2022 but could not be sailed as there was a

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restraint order dated 18th May 2023 passed by the Hon'ble National Company Law Tribunal Mumbai Bench I in Contempt Petition 4 of 2023 in Company Petition 88 (MB) of 2015 filed under section 241 (1) and 242 (4) of the Companies Act, 2013 against the Applicants.

2. The said Restraint order dated 18th May 2023 was vacated by this Hon'ble Tribunal vide an order dated 17th October 2023 passed in Contempt Petition 4 of 2023.

3. Respondent No 1 has informed the Respondent No 2 about the Corporate Insolvency Resolution Process Order dated 8th September 2023 passed by this Hon'ble Tribunal in Captioned Company Petition 368 of 2023. Subsequently Respondent No 2 vide a letter dated 6th Nov 2023 has recorded that the IRP has informed them about his appointment.

4. Applicants submit that the said Aircraft does not fall under the ambit of the Corporate Insolvency Resolution Process of the Corporate Debtor in view of the Notification dated 3/10/2023 of the Central Government.

5. Hence Present Interlocutory Application.

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M/s. Halai & Co.

Advocates for Applicants

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. 5487 OF 2023

IN

COMPANY PETITION (IB) No. 368/MB/2023

Kamal Agarwal & Ors — Applicants

Versus

Prashant Jain & Anr. — Respondents

LIST OF DATES AND EVENTS

Sr.	Date	Events
1.		The present application ***(Hereinafter referred as Application)*** is filed by the ex-directors of the Supreme Transport Organisation Private Limited ***(Hereinafter referred as Corporate Debtor/STOPL)***, under section 60 (5) of the Insolvency and Bankruptcy Code, 2016 ***(Hereinafter referred as Code)*** and Rule 11 of the National Company Law Tribunal Rules, 2016 ***(Hereinafter referred as NCLT Rules)*** seeking appropriate and necessary directions against the Respondent No 2 to hereby allow the export and release the Aircraft VT-UDN Cessna Grand Caravan C208B 2013 C208B2420

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

		(Hereinafter referred as the Aircraft) to the destination of Trek Air BV The Netherlands ***(Hereinafter referred as the Purchaser)*** from the Mundra Port which Aircraft is already sold to the Purchaser vide an Aircraft Purchase Agreement dated 20th July 2022 but could not be sailed as there was a restraint order dated 18th May 2023 passed by the Hon'ble National Company Law Tribunal Mumbai Bench I in Contempt Petition 4 of 2023 in Company Petition 88 (MB) of 2015 filed under section 241 (1) and 242 (4) of the Companies Act, 2013 against the Applicants.
2.	18th May 2023	The said Restraint order dated 18th May 2023 was vacated by this Hon'ble Tribunal vide an order dated 17th October 2023 passed in Contempt Petition 4 of 2023.
3.	8th Sep 2023 And 6th Nov 2023	Respondent No 1 has informed the Respondent No 2 about the Corporate Insolvency Resolution Process Order dated 8th September 2023 passed by this Hon'ble Tribunal in Captioned Company Petition 368 of 2023. Subsequently Respondent No 2 vide a letter dated 6th Nov 2023 has

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		recorded that the IRP has informed them about his appointment.
4.	3rd Oct 2023	Applicants submit that the said Aircraft does not fall under the ambit of the Corporate Insolvency Resolution Process of the Corporate Debtor in view of the Notification dated 3/10/2023 of the Central Government.
5.		Hence Present Interlocutory Application.

M/s. Halai & Co.

Advocates for Applicants

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HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
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राष्ट्रीय कम्पनी विधि अधिकरण
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MUMBAI BENCH

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. 5487 OF 2023

IN

COMPANY PETITION (IB) No. 368/MB/2023

Kamal Agarwal)
Residing at 901, Bikaner Bhawan, Opp Jain)
Temple, J.B. Nagar, Andheri (East),)
Mumbai 400059) Applicant No 1

Ammeet Kamal Agarwal)
Residing at 901, Bikaner Bhawan, Opp Jain)
Temple, J.B. Nagar, Andheri (East),)
Mumbai 400059) Applicant No 2

Akash Kamal Agarwal
Residing at 901, Bikaner Bhawan, Opp Jain)
Temple, J.B. Nagar, Andheri (East),)
Mumbai 400059) Applicant No 3

VERSUS

Prashant Jain)
Interim Resolution Professional)
Supreme Transport Organisation Pvt Ltd)
Having his address at A-501, Shanti Heights)
Plot No 2, 3, 9b/10, Sector 11, Koparkharine,)
Navi Mumbai 400707)
Email: ipprashantjain@gmail.com)
Supremetransportorg.cirp@gmail.com) Respondent No 1

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

Deputy Commissioner (SIIB))
Office of the Principle Commissioner of Customs)
Customs House, Mundra, Kutch, Gujarat)

Email: siibmundra@gmail.com) Respondent No 2

IN THE MATTER BETWEEN

Axis Bank Limited)

Versus

Supreme Transport Organisation Private Limited)

APPLICATION UNDER SECTION 60 (5) OF THE INSOLVENCY AND BANKRUPTCY CODE, 2016 READ WITH RULE 11 OF THE NATIONAL COMPANY LAW TRIBUNAL RULES, 2016 SEEKING NECESSARY DIRECTIONS AGAINST THE RESPONDENT NO 2.

MOST RESPECTFULLY SHOWETH

I. DETAILS OF THE APPLICATION

1. The present application ***(Hereinafter referred as Application)*** is filed by the ex-directors of the Supreme Transport Organisation Private Limited ***(Hereinafter referred as Corporate Debtor/STOPL)***, under section 60 (5) of the Insolvency and Bankruptcy Code, 2016 ***(Hereinafter referred as Code)*** and Rule 11 of the National Company Law Tribunal Rules, 2016 ***(Hereinafter referred as NCLT Rules)*** seeking appropriate and necessary directions against the Respondent No 2 to hereby allow the export and release the Aircraft VT-UDN Cessna Grand Caravan C208B 2013 C208B2420 ***(Hereinafter referred as the Aircraft)*** to the destination of Trek Air BV The Netherlands ***(Hereinafter referred as the Purchaser)*** from the Mundra Port which Aircraft is

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

already sold to the Purchaser vide an Aircraft Purchase Agreement dated 20th July 2022 but could not be sailed as there was a restraint order dated 18th May 2023 passed by the Hon'ble National Company Law Tribunal Mumbai Bench I in Contempt Petition 4 of 2023 in Company Petition 88 (MB) of 2015 filed under section 241 (1) and 242 (4) of the Companies Act, 2013 against the Applicants.

2. The said Restraint order dated 18th May 2023 was vacated by this Hon'ble Tribunal vide an order dated 17th October 2023 passed in Contempt Petition 4 of 2023.

3. Respondent No 1 has informed the Respondent No 2 about the Corporate Insolvency Resolution Process Order dated 8th September 2023 passed by this Hon'ble Tribunal in Captioned Company Petition 368 of 2023. Subsequently Respondent No 2 vide a letter dated 6th Nov 2023 has recorded that the IRP has informed them about his appointment.

II. JURISDICTION OF THIS HON"BLE TRIBUNAL

1. The Applicants submits that the Corporate Insolvency and Resolution Admission order dated 8th September 2023 in the captioned Company Petition 368 of 2023. Therefore the Applicants declares that the subject matter of the present Interlocutory Application falls within the jurisdiction of this Hon'ble Tribunal.

III. LIMITATION

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

1. The Applicant further declares that the restraint order dated 18th May 2023 passed by the Hon'ble National Company Law Tribunal Mumbai Bench I in Contempt Petition 4 of 2023 in Company Petition 88 (MB) of 2015 filed under section 241 (1) and 242 (4) of the Companies Act, 2013 has been vacated by the Hon'ble National Company Law Tribunal Mumbai Bench I on 17th October 2023. Therefore the Applicants declare that the present Interlocutory Application is within the Limitation period.

IV. FACTUAL BACKGROUND

1. In the year 2015 Company Petition bearing No 88 of 2015 was filed before erstwhile Company Law board by the 1) late Satish Kisanlal Agarwal as Petitioner No 1, Mr. Arun Kumar Kisanlal Agarwal as Petitioner No 2, Mr. Anandkumar Nagarmal Agrawal as Petitioner No 3, Ravindra Anandkumar Agrawal as Petitioner No 4 ***(Hereinafter referred as A set of Brothers)*** against the Corporate Debtor as Original Respondent No 1, Applicant No 1 as Original Respondent No 2, Applicant No 2 as Respondent No 5, Applicant No 3 as Respondent No 6 ***(Hereinafter referred as B set of Brothers)*** and also against Vimal Agarwal as Respondent No 3, Girish Agarwal as Respondent No 4 ***(Hereinafter referred as C set of Brothers)*** under section 397, 398 read with 402, 403, 406 and 235 of the Companies Act, 1956.

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2. In the year 2017, a statement was made by the Applicants that they are not selling the property of the Respondent No1 Company therefore Captioned Company Petition was adjourned.

3. Thereafter all the parties filed their respective Pleadings in the Company Petition.

4. As the A set of brothers had resigned from the directorship they have respectively submitted an affidavit seeking withdrawing of themselves from captioned Company Petition.

5. Thereafter in the year 2022 C Set of Brother filed a Company Application 625 of 2022 in the captioned Company Petition seeking orders from this Hon'ble Tribunal to transpose them from the Respondents to the Petition in the Company Petition. The said Company Application is pending.

6. In the said Company Application this Hon'ble Tribunal (Bench 1) passed an order dated 5th December 2022 hereby directing the Applicants to maintain status Quo (as on that date) till the next date of hearing. Hereto annexed and marked as **Exhibit A** is the copy of the order dated 5th December 2022 passed by Hon'ble National Company Law Tribunal Bench 1.

7. Thereafter *C Set of Brothers* filed the Contempt Petition 4 of 2023 before Hon'ble National Company Law Tribunal Bench 1 and misrepresented that Applicants are trying to sell the assets of the Corporate Debtor and based on the misrepresentation the Hon'ble

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Regn. No. 4782
Expiry Date
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National Company Law Tribunal Bench 1 passed an order dated 18th May 2023 hereby restraining the Custom Authorities i.e., Respondent No 2 from exporting the aircraft. Hereto annexed and marked as **Exhibit B** is the copy of the order dated 18th May 2023.

8. It is submitted that the Aircraft in question was sold much prior to the order of status quo dated 5/12/2023 of this Hon'ble Tribunal. The sale has been concluded and the only process which was pending is the sail of the aircraft after the same was also cleared by the Custom Authorities.

9. Applicants state that as the said order was an ex-parte order and the above was required to be pointed out to this Hon'ble Tribunal, the Applicant filed Affidavit in Reply in the said Contempt Petition. Applicants also filed various Company Application seeking early hearing of the Contempt Petition as due to the restrain order the said Aircraft was not able to be released.

10. Subsequently in the year 2023, Financial Creditor filed a Section 7 Insolvency and Bankruptcy Petition against the Corporate Debtor which subsequently was admitted vide an order dated 8th September 2023 passed by this Hon'ble Tribunal in Company Petition 368 of 2023.

11. As the said captioned Company Petition was admitted and therefore the Company Petition bearing No 88 (MB) 2015 was rendered infructuous and all the Company Application in the Company

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

Petition bearing No 88 (MB) of 2015 along with Company Petition No 88 (MB) 2015 was disposed of as infructuous vide an order dated 18th Sep 2023. Applicants state that only the Contempt Application No 4 of 2023 is kept pending. Hereto annexed and marked as **Exhibit C** is the copy of the order dated 18th Sep 2023.

12. Applicants states that on 17th October 2023 the Hon'ble National Company Law Tribunal Bench 1 vacated the status quo order in the Contempt Petition 4 of 2023. Hereto annexed and marked as **Exhibit D** is the copy of the order dated 17th October 2023.

13. Applicants state that Respondent No 1 has informed Respondent No 2 about the Corporate Insolvency Resolution Process order running against the Corporate Debtor and therefore Respondent No 2 is not releasing/exporting the said aircraft from the Mundra Port.

14. It is submitted that the said Aircraft is inappropriately been restrained pursuant to the vacation of the status quo order. The IRP had no authority or locus to address the letter to the Respondent No. 2 in view of the Notification by the Ministry of Corporate Affairs that the CIRP / Moratorium under IBC, 2016 shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters.

15. It is submitted that the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 INDIA

International Interests in Mobile Equipment on Matters specific to Aircraft Equipment were adopted under the joint auspices of International Civil Aviation Organization and the International Institute for the Unification of Private Law concluded at Cape Town on 16th November, 2001. India, being a signatory to and having acceded the Convention and the Protocol by depositing with the International Institute for the Unification of Private Law the instruments of accession on 31.03.2008. In view of the same the following notification is issued which is reproduced as hereunder:

"*MINISTRY OF CORPORATE AFFAIRS*
NOTIFICATION
New Delhi, the 3rd October, 2023

***S.O. 4321(E)**.—WHEREAS, the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment were adopted under the joint auspices of International Civil Aviation Organization and the International Institute for the Unification of Private Law concluded at Cape Town on 16th November, 2001;*

AND WHEREAS, India, being a signatory to and having acceded the Convention and the Protocol by depositing with the International Institute for the Unification of Private Law the instruments of accession on 31.03.2008;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (3) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), the Central Government hereby notifies that the provisions of sub-section (1) of section 14 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016), shall not apply to transactions, arrangements or agreements, under the Convention and the Protocol, relating to aircraft, aircraft engines, airframes and helicopters."

Hereto annexed and marked as **Exhibit E** is a copy of the said Notification.

16. In any Event the said Aircraft was sold to the Purchaser i.e. i.e., Trek Air BV The Netherlands vide an Aircraft Purchase Agreement dated 20th July 2022 much prior to the Corporate Insolvency Resolution Process order dated 8th September 2023 i.e., Admission Order. The

राष्ट्रीय कम्पनी विधि अधिकरण NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

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Caravan C208B 2013 C208B2420 or making any claim in respect thereof.

c. For ad-interim and interim relief in term of prayer clause (a) and (b) above.

d. Pass such further order (s) and /or direction (s) as this Hon'ble Adjudicating Authority may deem fit and proper.

Dated this __ day of November, 2023

M/s. Halai & Co

Advocates for Applicant

KAMAL AGARWAL

Applicant No 1

Applicant No 2

AKKASH AGARWAL

Applicant No 3

NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
20-10-2027
GOVERNMENT OF INDIA

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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VERIFICATION

I, Ammeet Kamal Agarwal, the Applicant No 2 above named, of Mumbai, Indian inhabitant, having my address at 901, Bikaner Bhawan, Opp jain Temple, J.B. Nagar, Andheri (E), Mumbai 400059 do hereby on solemn affirmation say that whatever is stated in above paragraphs are true to my own knowledge and belief and based on information and belief and I believe the same to be true.

Solemnly affirmed at Mumbai)

This 10th day of November, 2023) before me

For M/s. Halai & Co.,

Advocates for the Applicants

BEFORE ME

HEMANT JANGAM
NOTARY, GOVT. OF INDIA
MUMBAI, MAHARASHTRA.

10 NOV 2023

Reg. No. OCT/21CXXIII
Sr. No. 955 Pg.No. 86
Date 10 NOV 2023

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

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We are not the members of the Welfare Fund. Therefore, stamp of Rs.2/- is not affixed herewith

Halai & Co
Advocate for the Applicant

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. 5487 OF 2023

IN

COMPANY PETITION (IB) No. 368/MB/2023

Kamal Agarwal)
Residing at 901, Bikaner Bhawan, Opp Jain)
Temple, J.B. Nagar, Andheri (East),)
Mumbai 400059) Applicant No 1

Ammeet Kamal Agarwal)
Residing at 901, Bikaner Bhawan, Opp Jain)
Temple, J.B. Nagar, Andheri (East),)
Mumbai 400059) Applicant No 2

Akash Kamal Agarwal
Residing at 901, Bikaner Bhawan, Opp Jain)
Temple, J.B. Nagar, Andheri (East),)
Mumbai 400059) Applicant No 3

VERSUS

Prashant Jain)
Interim Resolution Professional)
Supreme Transport Organisation Pvt Ltd)
Having his address at A-501, Shanti Heights)
Plot No 2, 3, 9b/10, Sector 11, Koparkharine,)
Navi Mumbai 400707)
Email: ipprashantjain@gmail.com)
Supremetransportorg.cirp@gmail.com) Respondent No 1

NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
20-10-2027
GOVERNMENT

Deputy Commissioner (SIIB))
Office of the Principle Commissioner of Customs)
Customs House, Mundra, Kutch, Gujarat)
Email: siibmundra@gmail.com) Respondent No 2

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To,
Registrar
NCLT
Mumbai

Respected Sir,

We, (1) Kamal Agarwal, (2) Ammeet Kamal Agarwal and (3) Akash Kamal Agarwal the Applicants, do hereby appoint Halai & Co., Advocates, having their office address at 186/187, 1st Floor Ashoka Shopping Centre, Next to GT Hospital, Mumbai 400001, to act, appear and plead for us in the above matter.

IN WITNESS WHEREOF, I have set and subscribed our respective hands to this writing.

Dated this 10th day of ~~June~~ May, 2023

KAMAL AGARWAL
Applicant No 1

Ammeet KAgarwal
Applicant No 2

AKKASH AGARWAL
Applicant No 3

We accept:

K Halai
Halai & Co.
Advocate for the Applicant
186/187, 1st Floor
Ashoka Shopping Centre
Next to GT Hospital
Mumbai 400001
Halai_co@yahoo.com
MAH/3300/1999

NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
20-10-2027
GOVERNMENT OF INDIA

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH II

INTERLOCUTORY APPLICATION NO. 5487 OF 2023

IN

COMPANY PETITION (IB) No. 368/MB/2023

Kamal Agarwal & Ors	Applicants
Versus	
Prashant Jain & Anr.	Respondents

MEMO OF PARTIES

Kamal Agarwal	)
Residing at 901, Bikaner Bhawan, Opp Jain	)
Temple, J.B. Nagar, Andheri (East),	)
Mumbai 400059	) Applicant 1
Ammeet Kamal Agarwal	)
Residing at 901, Bikaner Bhawan, Opp Jain	)
Temple, J.B. Nagar, Andheri (East),	)
Mumbai 400059	) Applicant 2
Akash Kamal Agarwal	)
Residing at 901, Bikaner Bhawan, Opp Jain	)
Temple, J.B. Nagar, Andheri (East),	)
Mumbai 400059	) Applicant

VERSUS

Prashant Jain	)
Interim Resolution Professional	)
Supreme Transport Organisation Pvt Ltd	)
Having his address at A-501, Shanti Heights	)
Plot No 2, 3, 9b/10, Sector 11, Koparkharine,	)
Navi Mumbai 400707	)

राष्ट्रीय कम्पनी विधि अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

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Email: ipprashantjain@gmail.com)
Supremetransportorg.cirp@gmail.com) Respondent 1

Deputy Commissioner (SIIB))
Office of the Principle Commissioner of Customs)
Customs House, Mundra, Kutch, Gujarat)
Email: siibmundra@gmail.com) Respondent 2

M/s. Halai & Co.

Advocates for the Applicants

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
मुंबई न्यायपीठ
MUMBAI BENCH

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EXHIBIT "A"

ANNEXURE - B/

NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI BENCH

Item 8

CA 625/2022 in CP/88(MB)2015

CORAM:
SH. SHYAM BABU GAUTAM
HON'BLE MEMBER (T)

JUSTICE P.N. DESHMUKH (Retd.)
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **05.12.2022**

NAME OF THE PARTIES: **Supreme Transport Organisation Pvt. Ltd.**
VS
Satish Kisanlal Agarwal

Appearance (via video-conference):
For the Applicant : Mr. P. Nagesh, Sr Adv, Ms. Lakshmi Gurung, Mr. Manish G Varma, Ms. Surbhi Soni, Ms. Mampy Karmakar

For the Petitioner : Rakesh K. Singh alongwith Shivani Soni

Section. 241(1) & 242(4)

ORDER

IA 625/2022:-

This is an Application filed by Mr. Vimal Agrawal and others seeking various prayers under the said Company Application. The Ld. Counsel appearing for the Respondent Nos. 2, 5 and 6 present and seeks time to place on record affidavit in reply. However, ld. Counsel for the Applicant invited our attention to order dated 25.04.2017 whereby the respondent stated across the Bar that Company is not selling the Property. He has further invited our attention on Page 45 where the sale deed entered between Supreme Transport Organisation Pvt. Ltd *i.e.* Respondent No.1 herein and Sangeeta Aviation Services Pvt. Ltd. *i.e.* Respondent

NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
20-10-2027
GOVERNMENT OF INDIA

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

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EXHIBIT "A"

ANNEXURE - B/

NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI BENCH

Item 8

CA 625/2022 in CP/88(MB)2015

CORAM:
SH. SHYAM BABU GAUTAM
HON'BLE MEMBER (T)

JUSTICE P.N. DESHMUKH (Retd.)
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **05.12.2022**

NAME OF THE PARTIES: **Supreme Transport Organisation Pvt. Ltd.**
VS
Satish Kisanlal Agarwal

Appearance (via video-conference):
For the Applicant : Mr. P. Nagesh, Sr Adv, Ms. Lakshmi Gurung, Mr. Manish G Varma, Ms. Surbhi Soni, Ms. Mampy Karmakar

For the Petitioner : Rakesh K. Singh alongwith Shivani Soni

Section. 241(1) & 242(4)

ORDER

IA 625/2022:-

This is an Application filed by Mr. Vimal Agrawal and others seeking various prayers under the said Company Application. The Ld. Counsel appearing for the Respondent Nos. 2, 5 and 6 present and seeks time to place on record affidavit in reply. However, ld. Counsel for the Applicant invited our attention to order dated 25.04.2017 whereby the respondent stated across the Bar that Company is not selling the Property. He has further invited our attention on Page 45 where the sale deed entered between Supreme Transport Organisation Pvt. Ltd *i.e.* Respondent No.1 herein and Sangeeta Aviation Services Pvt. Ltd. *i.e.* Respondent

NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
20-10-2027
GOVERNMENT OF INDIA

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

No.7 herein on 18.09.2018. Considering the above facts and on perusal of the record, Respondent Nos. 2, 5 and 6 are directed to maintain *status quo* (as on today) till the next date of hearing. Ld. Counsel for the Respondent Nos. 2, 5 and 6 are directed to place on record affidavit in reply well before the adjourned date by duly serving copy to the other side well in advance. List this matter on Board on **24.01.2022**.

Sd/-

SHYAM BABU GAUTAM
Member (Technical)

Sd/-

JUSTICE P.N. DESHMUKH
Member (Judicial)

Akash

Certified True Copy
Date of Application 14/12/2022
Number of Pages 2
Fee Paid Rs. 10/-
Application called for collection of copy on 14/12/22
Copy prepared on 14/12/2022
Copy delivered on 14/12/2022

R.S. Sonawane 14/12/2022
Deputy Registrar
National Company Law Tribunal, Mumbai Bench

NOTARY
HEMANT JANGAM
MUMBAI
MAHARASHTRA
Regn. No. 4762
Expiry Date
20-10-2027
GOVERNMENT OF INDIA

Annexure-5

~~EXHIBIT "A"~~

EXHIBIT "B"

NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI

Item No. 8

Contempt Petition No. 4 of 2023 IN CP/88(MB)2015

CORAM:
MS. ANU JAGMOHAN SINGH
HON'BLE MEMBER (T)

Mr. H.V. SUBBA RAO
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **18.05.2023**

NAME OF THE PARTIES: - **Supreme Transport Organisation Private Limited**

Vs

Satish Kisanlal Agarwal

Section 241(1) & 242(4) of the Companies Act, 2013

ORDER

1. Heard Ld. Counsel Ms. Laxmi Gurung appearing for the Petitioner.

   None appeared for the Respondents.

2. The above Contempt Petition is filed alleging violation of status quo Order 05.12.2022 by Respondents, at this juncture pending hearing and disposal of the above Contempt Petition the learned counsel of the Petitioner sought an order of injunction restraining the Respondents from disposing of the Aircraft having description VT-UDN Cessna Grand Caravan C208B 2013 (OLD & Used AIRCRAFTS PARTS)- Without Engine.

NOTARY IQBAL U. R. QURESHI Greater Mumbai Reg. No. 16072 Exp. Dt. 29 Dec. 2024 GOVT. OF INDIA

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

3. In support of the above interim relief, she has placed before this Tribunal Invoice dated 29.04.2023 along with the letter dated 13.05.2023 issued by the Deputy Commissioner (DE), Customs House, Mundra granting permission for exporting the said Aircraft which was alleged to have been purchased by TREK AIR BV from the Company. Even though it was mentioned in the Invoice that there was no engine in the Aircraft, the above two documents relied by the Petitioner demonstrates that the Respondents are trying to ship the above stated Aircraft beyond India. Thus, we find that there is force in the submission made by the learned counsel for the Petitioner.

4. For the aforesaid reasons, this Bench is of the considered opinion that the Petitioner is justified in asking for the above reliefs. This Tribunal is of the further view, that unless a restraint order is issued, there is every likelihood of shipping the Aircraft out of India. In which event, serious hardship will be caused to the Petitioner. Therefore, considering the aforesaid circumstances the Respondent is restrained from shipping the above stated Aircraft out of India and further the Custom Authorities are directed not to permit shipping the Aircraft or parts thereof until further orders.

5. The Registry and the Petitioner herein are directed to communicate this order to the Respondents as well as the Deputy Commissioner Customs

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House Mundra Port and Deputy Commissioner (Export) Custom House Mundra forthwith.

6. List this matter on 11.07.2023.

Sd/-

ANU JAGMOHAN SINGH

Member (Technical)

18.05.2023

Priyal

Sd/-

H.V. SUBBA RAO

Member (Judicial)

NOTARY IQBAL U.R. QURESHI Greater Mumbai Regd. No. 10372 Exp. Dt. 29 Dec. 2024 GOVT. OF INDIA

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई न्यायपीठ MUMBAI BENCH

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

EXHIBIT "C" 369

NATIONAL COMPANY LAW TRIBUNAL
COURT ROOM NO. 1,
MUMBAI BENCH

Item No. 37

CA 20/2016 CA 76/2016 CA 38/2017 CA 80/2017 CA 501/2018 CA 625/2022 CA 4/2023 CA 285/2023 CA 314/2023 In CP/88(MB)2015

CORAM:

SH. PRABHAT KUMAR **JUSTICE VIRENDRASINGH BISHT (Retd.)**
HON'BLE MEMBER (TECHNICAL) **HON'BLE MEMBER (JUDICIAL)**

ORDER SHEET OF THE HEARING ON **18.09.2023**

NAME OF THE PARTIES: **SUPREME TRANSPORT ORGANISATION PVT. LTD. V/S SATISH KISANLAL AGARWAL**

Section 241(1) Sec. 242(4) Sec 425 of the Companies Act, 2013

ORDER

1. It is brought to our notice that section 7 petition against the respondent is admitted in C.P. No. 368/2022 vide order dated 08.09.2023 by Court -2.
2. Consequently, this **CP/88(MB)2015** becomes infructuous.
3. All the pending IAs'/MAs' if any, filed in the present petition shall also stand disposed of having become infructuous.

Contempt Application 4/2023 –

List this contempt application on **17.10.2023** for hearing.

राष्ट्रीय कम्पनी विधी अधिकरण NATIONAL COMPANY LAW TRIBUNAL मुंबई पीठ MUMBAI BENCH

Sd/-
PRABHAT KUMAR
MEMBER (TECHNICAL)

Sd/-
JUSTICE VIRENDRASINGH BISHT
MEMBER (JUDICIAL)

Sapna

NOTARY HEMANT JANGAM MUMBAI MAHARASHTRA Regn. No. 4762 Expiry Date 20-10-2027 GOVERNMENT OF INDIA

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O.W.No.122/Sr.PI/EOW/UNIT-7/2024
Office of the Sr.Inspector of Police,
Unit- 7 (Shares), Economic Offences Wing,
3rd Floor, New Building,
Commissioner of Police Compound,
Crawford Market, Mumbai- 4000012
EmailID:srpiunit5.eowmum@mahapolice.gov.in
Date:- 14/06/2024

To,

The Hon'ble Registrar,
National Company Law Tribunal,
Mumbai Bench,
44,GD Somani Road,Opp.MTNL Exchange,
Ganesh Murti Nagar,Cuffe
Pared,Mumbai-400005
Email-registrar-mum@nclt.gov.in

राष्ट्रीय कम्पनी विधी अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH
14 JUN 2024
डायरी सं. / DIARY NO. D-6046
को. पीटीशन / अप्लिकेशन 178
CO. PETITION / APPLICATION NO.

Sub- Regarding the decided and pending cases of the Supreme Transport Organisation Pvt.Ltd. and their directors/ suspended directors before the NCLT,Mumbai Bench,Mumbai

Ref :- FIR No. 32/2024 registerd with Economic Offence Wing u/s 409, 420, 465, 467, 468, 471 & 34 of IPC

Respected Sir,

This unit is investigating above mentioned complaint of Mr.Vikas Shukla on behalf of Mr.Michiel Kneefel. against 1) Mr.Ammeet Kamal Agarwal, 2) Mr kamal Nagarmal Agarwal 3) Mr.Akash Kamal Agarwal, 4) Mr Natwarlal Tibrewal Agarwal, 5) Mrs Lata Tibrewal and 6) Shorelight Ltd.

Please note that, Accused No.01 to 03 are suspended directors of the Supreme Transport Organisation Pvt.Ltd.

I have reason to belive that, the following documents as well as order copies passed by this Hon'ble Court is needful for investigation purpuse.

1) Copy of the C.P No.88/(MAH)/2015 with entier orders passed by this Hon'ble Court.

Name of the Parties - Mr.Satish Kisanlal Agarwal and Ors.
V/S
M/s.Supreme Transport Organisation Pvt.Ltd.

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2) Copy of the CA 625/2022 in CP/88(MB)2015 with entier orders passed by this Hon'ble Court.
Name of the Parties - M/s.Supreme Transport Organisation Pvt.Ltd.
V/S
Mr.Satish Kisanlal Agarwal

3) Copy of the Contempt Petition No.4 of 2023 IN in CP/88(MB)2015 with entier orders passed by this Hon'ble Court.
Name of the Parties - M/s.Supreme Transport Organisation Pvt.Ltd.
V/S
Mr.Satish Kisanlal Agarwal

4) Copy of the Contempt Petition (IB) No.368/MB/2023 with entier orders passed by this Hon'ble Court.

5) Copy of the INTERLOCUTORY APPLICATION NO. 5487 OF 2023 IN Contempt Petition (IB) No.368/MB/2023 with entier orders passed by this Hon'ble Court.
Name of the Parties - Kamal Agarwal and /ors.
V/S
Prashant Jain and Anr.

You are requested to provide us the true copy of the list with entier proceedings as well as with entire orders regarding the same for the investigation of above mention case at the earliest.

Thanking You

(Swapna Wagmare)
Assistant Police Inspector,
Unit VII, EOW, Mumbai.