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भा. भ्र. वि. क्षे./SEBI मे /NO. 20877

इन्दौर, दिनांक:- 12/04/2024

प्रति.

प्रात, श्रीमान् प्रबंध संचालक (शिकायत शाखा)

मुख्य कार्यालय :- सेवी (SEBI) भवन बीको.सी क्वॉट क्र. सी 4-ए, 'जी 'ब्लॉक, बाह्य-कुर्ला कॉम्पलेक्स (ईस्ट), मुम्बई - 400051 (महा.)

ई— मेल : sebi@sebi.gov.in.



प्रार्थीगण :-- (1) श्री संदीप बड़जात्या पिता श्री कैलाशचंद्र बड़जात्या भागीदार-- मेसर्स टाईम-ग्लास कंस्ट्रक्शन (भागीदारी फर्म) कार्यालय:-- म. क्र. 128 बी.जी. योजना क्र. 74, विजय नगर, इन्दौर (म.प्र.)

प्रि.कं.एम.ई. फिनट्रेड (इण्डिया) लिमिटेड (AKME FINTRADE (INDIA) LTD) पता : द्वितीय मंजिल, 4—5 सब सिटी सेंटर, सिवना, उदयपुर (राजस्थान) जो कि एक नॉन बैंकिंग फायनेंस कंपनी है के अधिकारी (प्रबंध संचालक) द्वारा रोजश जैन, उसके पुत्र मयंक जैन दोनों निवासी : 9/189, मोहन कॉलोनी, उदयपुर रोड, बांसवाड़ा (राजस्थान) से संगनमत होकर अपने आप को सदोष लाम एवं हम प्रार्थीगण को सदोष हानि पहूँचाने की नियत से एक सुनियोजित षडयंत्र के तहत दस्तावेजों की कूटरचना कर उक्त दस्तावेजों में फर्जी रूप से रोजश जैन व उसके पुत्र मयंक जैन को मेरी भागदीरी फर्म मेसर्स टाईमग्लास का मालिक दर्शाकर मेरी कॉलोनी ईडन—पार्क में पूर्व से अन्य लोगों को विक्रय किए जा चुके प्रकोष्टों को अपनी बैंक में अवैध रूप गिरवी रख उस पर रोजश जैन व उसके पुत्र मयंक जैन को रूपए 5—6 करोड़ रूपए का अवैध ऋण ऋण प्रदत्त कर ऋण की राशि आपस में बॉट कर उक्त राशि का दूर्विनियोग करने बाबद शिकायत।

महोदय,

निवेदन है कि :-

1. यह कि, मैं मेसर्स टाईम—ग्लास कंस्ट्रक्शन (भागीदारी फर्म) में भगीदार हूँ तथा अपनी फर्म के माध्यम से अचल संपत्तियों के क्रय—विक्रय का व्यापार करता हूँ।

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- 2. यह कि, मेरे द्वारा अपनी फर्म के माध्यम से ग्राम राक्त तहसील महू व जिला इन्दौर पर स्थित सर्वे क्र. 414/1/2, पर ईडन—गार्डन नाम की कॉलानी में पृथक—पृथक बहुमंजिला भवन का निर्माण का उसके प्रकोष्टों को विक्रय करना प्रारंभ किया गया।
- 3. राजेश जैन एवं उसके पुत्र मयंक जैन द्वारा मुझसे माह अगस्त 2018 में संपर्क कर मेरी कॉलोनी की रिक्त भूमि कुल 55000 वर्गफिट क्रय करने का सौदा रूपए 1,89,00,000 /— (अक्षरी रूपए एक करोड़ नवासी लाख) में करते हुए दिनांक 19.08.2018 को उक्त विक्रय व्यवहार के संदर्भ में राजेश जैन द्वारा अपनी कपंनी वागड इन्फ्रास्ट्रक्चर प्रा. लि. के बतौर डायरेक्टर लेखी विक्रय अनुबंध किया, विक्रय अनुबंध अनुसार राजेश जैन द्वारा रूपए 1,00,000 /— (अक्षरी रूपए एक लाख) मुझको बतौर बयाना अदा कर शेष राशि रूपए 1,88,00,000 /— (अक्षरी रूपए एक करोड़ अञ्चासी लाख) पंजीयन दिनांक अथवा उसके पूर्व अदा कर विक्रय अनुबंधित भूमि के विक्रय—पत्र का पंजीयन कराना तय किया।
- 4. यह कि, उपरोक्त घटनाक्रम उपरांत राजेश जैन एवं मयंक जैन द्वारा काफी समय व्यतीत कर माह सितम्बर 2020 में मुझसे संपर्क कर मेरी फर्म अपने नाम पर करवाने से इंकार कर दिया गया व मुझसे मेरी मालकी की उक्त 55000 वर्गफिट भूमि क्रय करने बाबद दिनांक 19.08.2018 का सौदा निरस्त कर वर्तमान बाजार भाव से नया सौदा करने एवं पूर्व में दिए गए भुगतानों को नए सौदे में समायोजित करने का निवेदन किया गया। चूँकि मेरे द्वारा उन्हें भूमि विक्रय करने बाबद कोई औपचारिक्ताएं पूर्ण नहीं की गई थी व पूर्व में किया गया अनुबंध दिनांक 19.08.2018 का राजेश जैन व मंयक जैन द्वारा उसका पालन करने से इंकार कर दिया गया होकर निरस्त कर दिया गया था, अस्तु मैंने उनका प्रस्ताव स्वीकार कर उक्त 55000 वर्गफिट भूमि पुनः नए भाव रूपए 3,75,00,000/— (अक्षरी रूपए तीन करोड़ पछत्तर लाख) में राजेश जैन को विक्रय करने का दिनांक 08.09.2020 को अनुबंध किया गया।
- 5. तदोपरांत माह जनवरी 2022 इस दौरान मुझे को यह जानकारी प्राप्त हुई है कि, राजेश जैन एवं मयंक जैन द्वारा ए.के.एम.ई. फिनट्रेड (इण्डिया) लिमिटेड {AKME FINTRADE (INDIA) LTD} के अधिकारी निर्मल जैन (प्रबंध संचालक) द्वारा आपस में संगनमत होकर मेरी फर्म के नाम से अवैधानिक रूप से उक्त कूटरचित दस्तावेजों के आधार पर लगभग 5–6 करोड़ रूपए का बंधक ऋण प्राप्त कर मेरी

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फर्म की सम्पत्ति जिसमें मेरे द्वारा अन्य लोगों को पूर्व में विक्रय किए जा चुके कई प्रकोष्ठ भी गिरवी रख लिए हैं। मुझे उक्त जानकारी प्राप्त होने के उपरांत ए.के. एम.ई. फिनट्रेड (इण्डिया) लिमिटेड़ {AKME FINTRADE (INDIA) LTD} के कार्यालय जाकर उक्त बाबद पूरी जानकारी लेने का प्रयास किया गया किन्तु ए.के. एम.ई. फिनट्रेड (इण्डिया) लिमिटेड़ {AKME FINTRADE (INDIA) LTD} के अधिकारियों द्वारा मुझे उक्त फर्जी ऋण बाबद किसी प्रकार की कोई भी जानकारी देने से इंकार कर दिया गया। जिससे स्पष्ट है कि, ए.के.एम.ई. फिनट्रेड (इण्डिया) लिमिटेड़ {AKME FINTRADE (INDIA) LTD} के अधिकारी निर्मल जैन (प्रबंध संचालक) व राजेश जैन एवं मयंक जैन आपस में संगनमत होकर अपने आप को सदोष लाभ एवं मुझे व मेरी फर्म व उसके अन्य भगीदारों को सदोष हानि पहूँचाने की नियत से एक सुनियोजित षडयंत्र कर दस्तावेजों की कूटरचना कर मेरी कॉलोनी को अवैध रूप से ए.के.एम.ई. फिनट्रेड (इण्डिया) लिमिटेड़ {AKME FINTRADE (INDIA) LTD} में गिरवी रख लगभग 5–6 करोड़ रूपए का फर्जी ऋण प्राप्त कर उक्त ऋण की राशि आपस में बॉट कर उसका दुर्विनियोग कर लिया है।

- 6. तदोपरांत मेरे द्वारा राजेश जैन, मयंक जैन एवं ए.के.एम.ई. फिनट्रेड (इण्डिया) लिमिटेड़ {AKME FINTRADE (INDIA) LTD} के अधिकारी निर्मल जैन (प्रबंध संचालक) के खिलाफ पुलिस में रिपोर्ट की गई किन्तु ए.के.एम.ई. फिनट्रेड (इण्डिया) लिमिटेड़ {AKME FINTRADE (INDIA) LTD} के अधिकारी निर्मल जैन (प्रबंध संचालक) ने अपने दबाव—प्रभाव का दुरूपयोग कर अपना नाम पुलिस रिपोर्ट से हटवा लिया एवं उक्त एफ.आई.आर. मात्र राजेश जैन एवं मयंक जैन के विरूद्ध पंजीबद्ध हुई, जिसमें राजेश जैन एवं मयंक जैन प्रथम दृष्ट्या अपराध कारित होना मानते हुए दोनों की जमानत माननीय सत्र न्यायालय एवं माननीय म. प्र. उच्च न्यायालय खण्डपीठ, इन्दौर से खारिज की जा चुकी है। मेरे द्वारा की गई एफ.आई.आर एवं जमानत याचिका खारिज होने के आदेशों की प्रति संलग्न है।
- 7. उपरोक्त प्रकरण में राजेश जैन एवं मयंक जैन दोनों फरार है एवं ए.के.एम.ई. फिनट्रेड (इण्डिया) लिमिटेड़ {AKME FINTRADE (INDIA) LTD} के अधिकारी निर्मल जैन (प्रबंध संचालक) पुलिस में कोई कार्यवाही नहीं होने दे रहे हैं, जबिक मेरे द्वारा निरंतर पुलिस को प्रकरण में जॉच करने का निवेदन किया जा रहा है किन्तु पुलिस अधिकारी भी फिनट्रेड (इण्डिया) लिमिटेड़ {AKME FINTRADE (INDIA) LTD} के अधिकारी निर्मल जैन (प्रबंध संचालक) के प्रभाव में प्रकरण में

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जॉच नहीं कर रहे हैं जबकि, मैंने प्रकरण के मुख्य बिन्दुओं पर जॉच करने हेतु भी पृथक से आवेदन दिया हुआ है, जिसे प्राप्त करने के उपरांत पुलिस द्वारा उसकी पावती भी देने से इंकार कर दिया गया, जिससे स्पष्ट है कि, पुलिस आरोपीगण से संगनमत है।

अतः आपसे निवेदन है कि, ए.के.एम.ई. फिनट्रेड (इण्डिया) लिमिटेड़ {AKME FINTRADE (INDIA) LTD} के अधिकारी निर्मल जैन (प्रबंध संचालक) के विरुद्ध राजेश जैन एवं मयंक जैन से संगनमत होकर दस्तावेजों की कूटरचना करते हुए अवैध रूप से मेरी कॉलोनी सिहत कॉलोनी में स्थित पूर्व में विक्रय किए जा चुके प्रकोष्टों को उक्त कूटरचित दस्तावेजों के आधार पर {AKME FINTRADE (INDIA) LTD में गिरवी रख मेरी फर्म के नाम से 5–6 करोड़ रूपए का फर्जी ऋण प्राप्त कर उक्त ऋण की राशि आपस में बॉट कर उसका दुर्विनियोग कर ऋण घोटाला करने बाबद प्रकरण पंजिबद्ध कर उसकी विस्तृत जॉच कर सख्त—से—सख्त कार्यवाही करने की कृपा करें।

इन्दौर, दिनांक:-- 12 / 04 / 2024



<u>संलग्नः –</u>

- 1) मेरे एवं राजेश जैन के मध्य निष्पादित विक्रय अनुबंध 19.08.2018 की प्रति।
- 2) मेरे एवं राजेश जैन के मध्य निष्पादित विक्रय अनुबंध 08.09.2020 की प्रति।
- 3) एफ.आई.आर. दिनांक 30.11.2022 की प्रति।
- 4) माननीय सत्र न्यायालय द्वारा पारित आदेश 07.12.2022 की प्रति।
- 5) माननीय म.प्र. उच्च न्यायालय खण्डपीठ, इन्दौर द्वारा पारित आदेश दिनांक 17.02.2023 की प्रति।
- 6) मेरे द्वारा पुलिस को मुख्य बिंदुओं पर जॉच हेतु दिए गए आवेदन दिनांक 19.03.2024 की प्रति।

CIN: U67120RJ1996PLC011509

RBI Reg. No.: 10.00092

WITHOUT PREJUDICE

BY REGISTERED POST A.D./EMAIL

Date:- April 30, 2024

To, Mr. Sandeep Barjatya s/o Sh.Kailash Chandra Barjatiya, 128, BG Scheme, 74 Vijay Nagar, Indore (MP) 452010.

Re: Email dated April 24, 2024 addressed by you to the Securities and Exchange Board of India

- We viz. Akme Fintrade (India) Limited ("the Company") refer to the email dated April 24, 2024 addressed by you through your email address: sandeepbarjatya@yahoo.com ("Complaint") to Mr. Rajesh Dangeti at rajeshkd@sebi.gov.in of the Securities and Exchange Board of India ("SEBI").
- 2. We state that the content of the Complaint are incorrect, riddled with factual errors, patent absurdities, unsubstantiated allegations and damaging imputations, misrepresentation of facts and a blatant attempt to coerce the Company and to wrongfully defame the image of our Company and appear either motivated by ignorance of the facts, malice or worse.
- 3. At the outset, we deny each and every allegation and statement made by you in your Complaint and we hereby contest the content of Complaint, as being totally false, fabricated, concocted and baseless and exhibit your devious malicious intentions of coercing and arm-twisting the Company for extracting additional business profit.
- 4. You along with your son Mr. Ishan Barjatya has taken loan from our Company on the guarantee of Mr. Rajesh Jain (Partner of M/s Timeglass Constructions). Both the loan accounts became non-performing assets on account of non-repayment of loans. Instead of repayment of these loans, you are now making false complaints against the Company which is totally baseless and wrong.
- 5. Without prejudice to the Company's rights under the applicable laws, including initiating any appropriate legal action against you for an attempt to malign the reputation and image of the Company and Mr. Nirmal Kumar Jain, Managing Director of the Company, the Company states as follows:
 - i. The contents of the Complaint are fabricated on account of your devious and malicious intentions to malign the reputation of the Company especially given its impending initial public offer of equity shares ("Issue") and to thereby coerce and arm-twist the Company to make payment of monies to you.
 - ii. That the defamatory, scandalous, false and reckless statements made by you in the Complaint against the Company and Mr. Nirmal Kumar Jain, Managing Director of the Company have lowered the dignity of our Company in the eyes of the public and also the regulators in relation to the impending Issue. Such scandalous, fabricated, defamatory and reckless allegations have been made by you with ulterior motives and wrongful intent to malign and tarnish the image of our Company and our Managing Director.

Head Office: Akme Business Center (ABC), 4-5, Subcity Centre, Savina Circle, Opp. Krishi Upaz Mandi, Udaipur - \$23001 Ph.: 0294-2489501-02 | Contact No.: 0294-6641100 info@akmefintrade.com www.akmefintrade.com

- iii. We deny that the Promoters of the Company are involved in any fraud including in relation to any loans given to the close personal family and friends and we deny that loans of the Company have been extended against illegal and false documents. We deny that many complaints or FIRs are filed against the Company for wrong loans given to wrong person.
- iv. We deny that the Company has many cases against it of same nature in Udaipur or Rajasthan.
- v. We deny that the Promoter of the Company namely Mr. Nirmal Jain is in any default or in involved in many banking loan cases. We deny that any customers are cheated and they are struggling to get any account clear inspite the making full payment. We deny that the company is famous for blackmailing and wrong deeds.
- vi. We submit that the this incorrect and malice complaint should not stop company from raising the funds from the public.
- vii. We state that all the above statements are made solely with the intent to malign the Company's reputation and to harm the financial health of the Company by preventing the Company from raising capital. We caution you that in case any failure of the Company to undertake the Issue, then you shall be solely responsible and liable for any adverse outcome of the same.
- 6. Therefore, we call upon you to issue public apology to the Company and to Nirmal Kumar Jain, Managing Director of our Company and withdraw your defamatory statements against our Company and Nirmal Kumar Jain, Managing Director of our Company within 3 (three) days of receipt of this letter, failing which we will be constrained to take appropriate legal action against you including prosecuting you for criminal defamation at your own risk, cost and consequences.
- 7. This letter is sent without prejudice to our rights and claims against you, at law or in equity.

Yours faithfully,

Nirmal Kumar Jain Managing Director

Akme Fintrade India Limited

RR3078487181N IVR:R2823078
RL UDAIPUR H MAGRI S.O <313002>
Counter No:1,01/05/2024,13:46
To:SANDEEP,INDORE
PIN:452010, Vijay Nagar S.O
From:AKME,UDR
Wt:20gms Ack Fee:3.00,RE6=17.0
Amt:29.50(Cash)Tax:4.50
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks, Stay Safe>



AASAAN LOANS

Unnati ki aur pehla kadam Powered by Akme Fintrade India Ltd MR. SANDEEP BARJATIYA

8/0

SHRI.KAILASH CHANDRA BARJATIYA

R/o 128, BG SCHEME, 74 VIJAY NAGAR,

INDORE (MP) 452010.

Akme Fintrade (India) Limited

ABC, 4-5 Suncity Center, Savina Circle, Udaipur 313002, Rajasthan.

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AKME FINTRADE (I) LTD. 2nd Floor, 4-5, Subcity Centre Savina Circle, UDAIPUR-313002 Ph.:-0294-2489501-02

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TO

MR. SANDEEP BARJATIYA S/o SHRI.KAILASH CHANDRA BARJATIYA R/o 128, BG SCHEME, 74 VIJAY NAGAR, INDORE (MP) 452010.

BY REGISTERED POST A.D./EMAIL

Date:- April 26, 2024

Mr. Sandeep Barjatya s/o Sh. Kailash Chandra Barjatiya, 128, BG Scheme, 74 Vijay Nagar, Indore (MP) 452010.

Re: Letter dated April 12, 2024 addressed by you to the Securities and Exchange Board of

- We refer to the letter dated April 12, 2024 ("Complaint") addressed by you to the Securities and Exchange Board of India ("SEBI"), purportedly a Partner of Messrs. Timeglass Construction in relation to certain matters pertaining to us viz. Akme Fintrade (India) Limited ("the Company").
- At the outset, we would like to mention that we deny all the claims and contentions contained in the Complaint. Nothing contained in the Complaint is admitted by the Company and we deny each and every allegation, contention, statement, averment and claim made in the
- We state that the contents of the Complaint are incorrect, riddled with factual errors, patent absurdities, unsubstantiated allegations and damaging imputations, misrepresentation of facts and a blatant attempt to wrongfully defame the image of the Company and appear either motivated by ignorance of the facts, malice or worse.
- The Company denies each and every allegation and statement made by you in the Complaint.
- The contents of the Complaint are fabricated on account of the devious and malicious intentions of you to malign the reputation of the Company especially given its impending Issue and to thereby coerce and arm-twist the Company to make payment of monies to Sandeep Barjatya.
- The Complaint merely mentions of disputes arising out of private agreement between 6. private parties, which are sub-judice.
- With reference to the Subject paragraph of the Complaint, we state that (i) the said Subject is also the subject matter of the Civil Suit No. 516 of 2021 before the Hon'ble Second Additional District Judge, Indore disclosed in the Draft Red Herring Prospectus dated June 27, 2023 filed by the Company; (ii) as far as the Company is aware, you and your son Mr. Ishaan Barjatya have already retired as partners of the partnership firm Messrs. Timeglass Construction by a retirement deed dated February 9, 2019; (iii) under these circumstances, you have no authority

AKME FINTRADE INDIA LIMITED

Registered Office: ABC, 4-5 Subcity Center, Savina Circle,

Udaipur 313002, Rajasthan.

Corporate Office:

Tulsi Chambers, Office No. 501. 5th Floor, Teen Petrol Pump, Thane (West) 400602, Maharashtra to represent Messrs. Timeglass Constructions in any manner whatsoever and to file the Complaint on its behalf; (iv) you have also failed to adduce any document proving that you are otherwise authorised you to represent Messrs. Timeglass Constructions in respect of the Complaint; (v) while the Company has granted loan of Rs.8,40,00,000/- (Rupees Eight Crores and Forty Lakhs Only) to Rajesh Jain and certain of his family members, neither the Company nor its Managing Director namely Nirmal Kumar Jain have colluded or conspired with Rajesh Jain or Mayank Jain and/or forged any documents to grant loan to Rajesh Jain or Mayank Jain or obtain mortgage of any property of the partnership firm Messrs. Timeglass Construction; and (iii) the loan provided to Rajesh Jain and certain of his family members and mortgage done is valid; and (iv) you, Sandeep Barjatya and your son Ishan Barjatya are also borrowers of our Company in as much as each of you have availed a loan of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) from the Company and both such loan accounts have now become non-performing assets.

- 8. With reference to paragraph 1 of the Complaint, we state that (i) as far as the Company is aware, you, Sandeep Barjatya and your son Ishan Barjatya were the erstwhile partners of the partnership firm Messrs. Timeglass Construction and subsequently Rajesh Jain and Mayank Jain became the partners of Messrs. Timeglass Construction; (ii) the partnership deed dated August 24, 2018 provided that Rajesh Jain and his son Mayank Jain would have 45 percent share each in profits of the partnership firm Messrs. Timeglass Construction and you Sandeep Barjatya and your son Ishan Barjatya would have 5 percent share each in profits of the partnership firm Messrs. Timeglass Construction; and (iii) thereafter, vide deed of retirement dated February 9, 2019, you Sandeep Barjatya and your son Ishan Barjatya retired as partners of Messrs. Timeglass Construction.
- 9. With reference to paragraph 2 of the Complaint, we state that the Company is not aware whether you Sandeep Barjatya through Messrs. Timeglass Construction had sold any units situated in any buildings located on Survey no.414/1/2, Eden Garden Colony, Gram Rau, Rehsil Mahu, Indore Zilla.
- 10. With reference to paragraph 3 of the Complaint, we state that based on the Civil Suit No. 516 of 2021 pending before the Hon'ble Second Additional District Judge, Indore, (i) it appears that in the year 2018, Rajesh Jain and Mayank Jain approached Messrs. Timeglass Construction to purchase a vacant land ("the said Premises") within the Eden Garden colony for Rs. 1,89,00,000/- (Rupees One Crore Eighty-Nine Lakhs Only) and entered into an Agreement for Sale dated August 19, 2018, with a partial payment of Rs. 1,00,000/- (Rupees One Lakh Only) paid upfront. The balance amount of Rs. 1,88,00,000/- (Rupees One Crore Eighty-Eight Lakhs Only) was to be paid on or before the date of registering the Sale Deed; and (ii) neither the Company nor Nirmal Kumar Jain, Promoter and Managing Director of the Company had any knowledge of such agreement.
- 11. With reference to paragraph 4 of the Complaint, we state that based on the Civil Suit No. 516 of 2021 pending before the Hon'ble Second Additional District Judge, Indore, (i) it appears that a second new Sale agreement dated September 8, 2020 for selling the said Premises at a revised price of Rs. 3,75,00,000/- (Rupees Three Crores Seventy Five Lakhs Only) was executed between Messrs. Timeglass Construction and Rajesh Jain and Mayank Jain; (ii) further, after making payments, there was an outstanding amount of Rs. 57,66,250/- (Rupees Fifty Seven Lakhs Sixty Six Thousand Two Hundred and Fifty Only) that Messrs. Timeglass Construction

was to receive from Rajesh Jain and Mayank Jain; and (iii) neither the Company nor Nirmal Kumar Jain, Promoter and Managing Director of the Company had any knowledge of such agreement.

- 12. With reference to paragraph 5 of the Complaint, we state that (i) while the Company has granted loan of Rs.8,40,00,000/- (Rupees Eight Crores and Forty Lakhs Only) to Rajesh Jain and certain of his family members, neither the Company nor its Managing Director have colluded or conspired with Rajesh Jain or Mayank Jain and/or forged any documents to grant loan to Rajesh Jain or Mayank Jain or obtain mortgage of any property of the partnership firm Messrs. Timeglass Construction; (ii) Messrs. Timeglass Construction was a guarantor for the loan and also agreed to create equitable mortgage over its properties for the loan taken by Rajesh Jain and his family members; (iii) nothing came to the notice of the Company regarding the prior sale of several units being included in the properties which were mortgaged in favour of the Company and the Company has accepted such mortgage in its favour on good faith basis; (iv) thereafter, on non-repayment of said loan amounts by Rajesh Jain, Mayank Jain and certain of their family members, their loan accounts where declared non-performing assets by the Company and proceedings under the Arbitration and Conciliation Act, 1996 were initiated by the Company..
- 13. With reference to paragraph 6 of the Complaint, we state that (i) Nirmal Kumar Jain, Promoter and Managing Director of the Company is not party to any first investigation report filed by Sandeep Barjatya nor has Nirmal Kumar Jain, Promoter and Managing Director of the Company indulged in any coercion to have his name removed from any first investigation report; (ii) a preliminary investigation would have been conducted by the police in case of any report filed by Sandeep Barjatya with them and on finding Nirmal Kumar Jain, Promoter and Managing Director of the Company not liable, the police would have not found any reason to name him in the first investigation report; (iii) the allegation of coercion being done by Nirmal Kumar Jain is a serious and grave accusation which appears to be made only to extort money out of the Company/Nirmal Kumar Jain and such accusation is false; and (iv) the Company is not aware of any bail being sought by Rajesh Jain and/or Mayank Jain in connection with the above matter. The Company is not aware of any bail being sought by Rajesh Jain and/or Mayank Jain in connection with the above matter except through the Order dated February 17, 2023 annexed to the Complaint.
- 14. With reference to paragraph 7 of the Complaint, we state that Nirmal Kumar Jain, Promoter and Managing Director of the Company has not influenced or obstructed the police investigation in the said matter and has not colluded with the police authorities in any manner. This matter is pending with the Hon'ble Second Additional District Judge, Indore.
- 15. This letter is sent without prejudice to our rights and claims against you, at law or in equity.

Yours faithfully

Nirmal Kumar Jain

Managing Director

Akme Fintrade India Limited

----Original Message-----

From: Sandeep Barjatya < sandeepbarjatya@yahoo.com >

Sent: 24/04/2024 13:29

To: RAJESH DANGETI < rajeshkd@sebi.gov.in >

Subject: complents against promoter of Akme fintrade ltd & Aasan home loan ltd

Dear Sir,

This is In Refreance to above mention companies taking permission from SEBI.

The promoter of above mention companies are involved in many fraud loans given to the close personal family and friends against illegal and false documents against them many complaints has been filed and also FIR also issued against the wrong loan given to wrong person,

Sir . if your good self go in to the detail investigations and verify the documents attached with this mail . you can your self judge the Seriousness of the matter . they have many cases against them same nature and famous in Rajasthan and mainly in Udaipur .

The promoter Mr. Nirmal Jain is default and involve in many banking loan cases and the customers are cheated and they are struggling to get there account clear inspite the making full payment . this company is famous for blackmailing and wrong deeds .

you are requested to please look in to the matter personally and stop them for raising the funds from the public , i also request you to please give an appointment urgently so that i can come and explain you with documents ,

your early actions needed in the above matter.

Thanking you Sandeep Barjatya Mob- 09826860007