

**BEFORE THE SECURITIES AND EXCHANGE BOARD OF INDIA, MUMBAI
CORAM: S. RAMAN, WHOLE TIME MEMBER**

ORDER

Under sections 11 and 11B of the Securities and Exchange Board of India Act, 1992 read with Regulation 65 of the SEBI (Collective Investment Schemes) Regulations, 1999 against Shree Sai Spaces Creations Ltd. (CIN:U45200PN2012PLC144315) and its Directors namely, Mr. Suresh L. Srivastav (PAN No. ABTPS4472N), Ms. Laxmi S Shrivastav (PAN No ARAPS3958G), Mr. Ritesh K. Shrivastav (PAN No CEBPS5607E), Mr. Vivek Kumar Suresh Srivastav (PAN No. DRMP54668Q) and Mr. Rajkumar Laxman Konde (PAN No. ABXPK2421P).

1. Securities and Exchange Board of India (hereinafter referred to as "**SEBI**") received a complaint dated October 06, 2013, alleging illegal mobilization of funds by Shree Sai Group of companies, through a "*Joint Venture Participation Project*" in the nature of '*collective investment scheme*'. Following documents in respect of the Company, Shree Sai Spaces Creations Ltd. (hereinafter referred as "**Shree Sai Spaces**"), were enclosed along with the aforesaid complaint:

- Copy of "*Application for Joint-Venture Participation*" issued by Shree Sai Spaces,
- Copy of "*Application for Business Associate Service Provider*" issued by Shree Sai Spaces,
- Copy of "*Brochure*" issued by Shree Sai Spaces, containing various plans offered by it.
- Copy of "*Guide Book*" issued by Shree Sai Spaces.

2. As a matter of preliminary enquiry into the alleged mobilization of funds by Shree Sai Spaces, SEBI, vide letter dated October 08, 2013, sought the following information in relation to its business activities, *viz.-*

- (a) Copies of Memorandum and Articles of Association (MoA and AoA) as filed with Registrar of Companies (ROC);
- (b) Details of past and present Directors;
- (c) Brochure pertaining to the scheme;

- (d) Application forms that are required to be submitted by the investors/applicants to participate in the schemes and brochures of the schemes;
- (e) Sample copies of the registration letter and allotment letter issued to investors who subscribed to the Schemes;
- (f) Sample copies of agreement letter/contract required to be entered into by investors/applicants under the schemes;
- (g) Details of the scheme wise amount mobilized till date along with the number of investors under schemes;
- (h) Details of other similar schemes floated by the group/associates, if any
- (i) Details of the scheme-wise amount paid/redeemed;
- (j) Copy of audited financial statements, copies of income tax returns during last three financial years;
- (k) List of investors along with the address and contact numbers of the investors;
- (l) Details of regulatory approvals, if any.

2.1 In response to the aforesaid letter, Shree Sai Spaces, vide letter dated October 21, 2013, while stating *inter alia* that "No company in the said group is/are collectively carrying on any such activity", submitted the following information/ documents:

- Copies of Memorandum and Articles of Association (MoA and AoA),
- Copy of "Memorandum of Understanding" ("MoU") entered into between Shree Sai Spaces and the "Joint Venture Participant"/ investor,
- Contact details of Shree Sai Spaces and its designated officer.
- Details of Present and Past Directors.

2.2 Subsequent to this, SEBI, vide letter dated October 28, 2013 advised Shree Sai Spaces to furnish complete information in respect of its fund mobilizing activity, such as,

- i. Brochures pertaining to its schemes;
- ii. Copies of application form for its investor/applicant;

- iii. Sample copies of registration letter and allotment letter for its scheme issued to investor/applicant;
- iv. Details of scheme -wise and year -wise amount mobilized;
- v. Details of scheme -wise and year -wise amount refunded;
- vi. Certified copies of audited financial statement for the last three years;
- vii. Copy of income tax return filed by the company for the last three financial years;
- viii. List of all investors along with the address and contact nos;
- ix. Details of any other or similar schemes floated by the group or associate companies;
- x. Details of regulatory approval /registration, if any.

2.2.1 In response to the aforesaid letter, Shree Sai Spaces, vide letter dated November 14, 2013, furnished the following,

- i. Sample copy of "MOU" entered with investors for joint venture participation,
- ii. Copy of the application forms,
- iii. Copy of acknowledgement certificate.

2.2.2 Shree Sai Spaces, vide the aforesaid letter also informed that the company was incorporated on August 07, 2012, that its AGM is due in December 2013 for adoption of the audited financial statements and once the same is adopted at the AGM, the financial statements and Tax Returns shall be furnished to SEBI.

3. It is observed that till date, Shree Sai Spaces has not submitted the Financial Statements, the Tax Return and other relevant information/materials sought by SEBI in respect of its fund mobilizing activity. Since Shree Sai Spaces failed to furnish the relevant information sought by SEBI and sufficient opportunity has been provided to Shree Sai Spaces, I am constrained to proceed with the matter on the basis of the documents and materials available on record such as, correspondences exchanged between SEBI and Shree Sai Spaces alongwith the documents contained therein; the submissions made by Shree Sai Spaces; the complaints received by SEBI against Shree Sai Spaces alongwith the documents in relation to its alleged mobilization of funds. In this context, the issue for determination in the instant matter is whether the

mobilization of funds by Shree Sai Spaces is a '*collective investment scheme*' in accordance with Section 11AA of the SEBI Act, 1992 (hereinafter referred to as "**SEBI Act**").

3.1 On an examination of the material available on record, it is *prima facie* observed that:

- a. Shree Sai Spaces (CIN:U45200PN2012PLC144315) was incorporated on August 7, 2012 and has its registered office at Sia Villa Bungalow -1, CDC-50, Vir Savarkar Road, Purna Nagar, Behind HP Petrol Pump, Chichwadi, Pune, Maharashtra -411 019. The Directors of Shree Sai Spaces are Suresh L Srivastav, Laxmi S Shrivastav, Ritesh K Shrivastav, Vivek Kumar Suresh Srivastav and Rajkumar Laxman Konde.
- b. Main objects of Shree Sai Spaces as per its MoA, inter-alia are "*to carry on the business to promote, own, acquire, erect, construct, establish, repair, maintain, improve, buy, sell etc. and to act as agent, broker, vendor, etc. for residential, accommodations, houses, buildings, apartments, clubs etc. and various, infrastructural projects such as roads, highways, reclamation, water supply project, mining, irrigation project, drainage, sanitation and sewage systems, project for power generation and distribution plant of conventional energy and non-conventional energy..... etc.*"
- c. On analysis of the copy of "*brochure*", inviting funds from the public by Shree Sai Spaces as submitted by the complainant, and the letter dated October 21, 2013 sent by Shree Sai Spaces, the following are noted,
 - Shree Sai Spaces offers various plans/schemes ("*One time Payment Plans*" and "*Deferred Payment Plans*") inviting funds from the public, towards its proposed "*Joint Venture Participation Project for Solar Energy Generation*" (hereinafter referred to as "*Project*"/scheme). The marketing of the "*Project*"/scheme is done through the agents/"*Business Associate Service Provider*" appointed by Shree Sai Spaces.
 - The investors who are interested in the said "*Project*"/scheme are made to enter into an "*MoU*" with Shree Sai Spaces after filing an "*Application for Joint Venture Participation*" with it. The funds are collected by Shree Sai Spaces from the "*Participants*"/investors against the produce, which they intend to purchase viz. solar energy generating panels

and a contiguous piece of land to install and erect the Solar Energy Generating Panels. It is further stated in the aforesaid letter that "*....the money received by the Company is just against the development cost and purchase consideration of the product. The money received is just advances for the purpose of development of the said products intended to purchase by the respective Participant/s.*" In this context, it is also noted that Shree Sai Spaces, in the same letter, has clarified that "*..... the Participant shall not have any right or liability on any assets or rights (tangible or intangible) of the company. He will be having the said rights restricted only for his Participation and the Joint Venture Participant Business which is a separate stream of the Company.*"

- It is also observed from the aforesaid letter dated October 21, 2013, that Shree Sai Spaces is in the process of calling proposals for installation and erection of Solar energy units from many companies including its subsidiary, viz. Shree Sai Non-Conventional Energy, which has plans to set up factory for production of Solar based equipment like solar lanterns, Solar Cooker, Solar Inverter, Solar Refrigeration, Solar Lighting and Solar Energy Generation Systems.

d. The "Deferred Payment Plans" (4 plans) offered by Shree Sai Spaces are for periods ranging from 4 to 7 years and the "One time Payment Plans" (3 plans) ranging from 4 to 6 years. All the plans have accidental death compensation feature and offer units sizes of 0.5 to 40 (1 unit= 500 Sq ft of land). One such plan from each category (i.e Installment and One-time plan) are illustrated below;

Plan SS07A – Deferred JV Participation for 7 years - (Instalment Plan)

Unit size	Contribution	JV Subscription				Exp-Refund of JV participation	Accidental compensation
		Monthly	Quarterly	Half' yearly	Yearly		
1	12,500	150	448	875	1786	24.000	25,000
1.5	18,750	225	672	1312.50	2679	36.000	37,500
2	25,000	300	896	1790	3572	48.000	50,000
3	37,500	450	1344	2665	5378	72.000	75,000
4	50,000	600	1792	3580	5358	9.6000	100,000
8	1,00,000	1200	3584	7100	7144	1,92,000	2,00,000
40	5,00,000	5000	17920	35800	14288	9,60,000	2,00,000
1 unit=500sq ft land							

One Time JV Plan – for 6 years.

Unit Size	Contribution	Exp. refund of JV Participation	Accidental Death compensation
0.5	6,250	13,250	12,500
0.75	9,375	19,875	18,750
1	12,500	26,500	25,000
1.25	15,625	33,125	31,250
2	25,000	52,500	50,000
8	1,00,000	2,10,000	2,00,000
40	5,00,000	10,50,000	2,00,000

e. Following Clauses are observed from the "Application for Joint Venture Participation"

- "The Company shall issue an Acknowledgment certificate on the basis of Application Form....
- Participation refund shall be repaid after expiry of the term only as per MOU.....In case of any disputesGuide book shall be the exclusive basis of settlement/resolution of the said dispute.... "

f. From the "MOU", following is noted,

- Paragraph No. 2, Sub-clause No. 10 stipulates that the "Participant"/investor, entering into the agreement with Shree Sai Spaces does not get any rights to the project related property either tangible or intangible.

g. It is further observed that on the basis of the "Application for Joint Venture Participation" and the "MOU", Shree Sai Spaces issues an "Acknowledgement Certificate" to the "Participants"/investors, which contains the details of the plan opted by the "Participant"/investor, subscription amount, instalment of subscription as per the plan opted by the "Participant"/investor, expected sum of the "Joint Venture Participation" on expiry of the period etc.

h. The aforementioned details from the various plans offered by Shree Sai Spaces and the details of the "Acknowledgement certificate" issued by it further reveals that at the end of the agreement plan as opted by the "Participants"/investors, they are offered an expected amount as profit, for instance a return approximately of 15 % is received for the "One time Payment Plan" (4 year), on the amount collected from the "Participants"/investors.

3.2 The aforementioned features of the so-called "*Joint Venture Participation Project for Solar Energy Generation*" by Shree Sai Spaces appear to be a "scheme" rather than a "*Joint Venture Participation*". In view of this, the aforementioned details of the "Project"/scheme offered by Shree Sai Spaces, have to be considered in light of Section 11AA of the SEBI Act. The aforesaid Section 11AA, which provides for the conditions to determine whether a scheme or arrangement is a 'collective investment scheme', reads as follows:

- "(1) Any scheme or arrangement which satisfies the conditions referred to in subsection (2) shall be a collective investment scheme.*
- (2) Any scheme or arrangement made or offered by any company under which,*
- (i) the contributions, or payments made by the investors, by whatever name called, are pooled and utilized solely for the purposes of the scheme or arrangement;*
 - (ii) the contributions or payments are made to such scheme or arrangement by the investors with a view to receive profits, income, produce or property, whether movable or immovable from such scheme or arrangement;*
 - (iii) the property, contribution or investment forming part of scheme or arrangement, whether identifiable or not, is managed on behalf of the investors;*
 - (iv) the investors do not have day to day control over the management and operation of the scheme or arrangement."*

3.2.1 In the context of the abovementioned Section 11AA of the SEBI Act, the "*Project*"/scheme offered by Shree Sai Spaces, is examined as under:

- i. ***The contributions, or payments made by the investors, by whatever name called, are pooled and utilized solely for the purposes of the scheme or arrangement.***

Shree Sai Spaces collects funds from the "*Participants*"/investors for its "*Joint Venture Participation Project for Solar Energy Generation*". The amounts are collected from the "*Participants*"/investors through various payment plans mentioned in the "*brochure*" issued by Shree Sai Spaces. Even though, Shree Sai Spaces states the funds are collected from the "*Participants*"/investors against the "*produce*", viz. solar energy generating panels and a contiguous piece of land to install and erect the Solar energy generating panels and subsequent development of solar energy generating unit, the "*MOU*" specifically stipulates that the "*Participants*"/investors shall not have any right or liability on any assets of the company and

their rights are restricted only for their Participation and the Joint Venture Participation Project. Further, it is noted from the "brochure" that the company, Shree Sai Spaces mobilizes funds from the public who are interested to participate in the "Project"/scheme of development of solar energy generation by the Shree Sai Non conventional Energy Pvt Ltd., (a subsidiary of Shree Sai Spaces) through various payment plans illustrated in the "brochure". In view of this, it is observed that the contributions or investments received from the "Participants"/investors are pooled and utilized solely for the purpose of the "Project"/scheme of development of solar energy generation. I, therefore, find that the instant "Project"/scheme satisfies the first condition stipulated in Section 11AA(2)(i) of the SEBI Act.

- ii. *The contributions or payments are made to such scheme or arrangement by the investors with a view to receive profits, income, produce or property, whether movable or immovable from such scheme or arrangement.*

It is noted from the various plans offered by Shree Sai Spaces Ltd. as illustrated in the preceding paragraph that an "expected refund of JV participation" is mentioned against each payment options in all the "Payment Plans". The "MOU" and the "Acknowledgement certificate" also contain the details of the "expected sum of the JVP" after the expiry of the term. For instance, if the "Participant"/investor is investing ₹6,250/- in "Onetime payment plan" for a period of 6 years, the value he would receive on expiration is ₹13,250/-, thus expected return offered is ₹7,000/- along with accidental death cover of ₹12,500/-. Similarly if the applicant chooses 6 year "Installment plan", total contribution ₹12,500/- is payable in monthly, half yearly or years i.e. installments of ₹ 530/-, ₹1050 and ₹12,804/- respectively. The amount payable on expiry is ₹21,000/- thus a return of ₹8,500/- plus accidental death compensation of ₹25,000/-. Hence, the contributions made are with a view to receive some profits and income. In this context, it is pertinent to note the submissions made by Shree Sai Spaces in its letter dated October 21, 2013, that "The Participant with the intension to purchase a piece of land and to develop the solar energy generating equipment has approached the company and consequent to the full understanding and presentation of the project and its payback and profits the participant/s has agreed to enter into MOU" Further, it is noted from the "brochure" issued by Shree Sai Spaces that the expected return/amount offered by Shree Sai Spaces is out of the "Project"/scheme of development of solar energy generation. Hence, it is clear that such contributions are made by the

"Participant"/investors with an intention to earn profits from such "Project"/scheme of development of solar energy generation. I, therefore, find that the instant "Project"/scheme also satisfies the second condition stipulated in Section 11AA(2)(ii) of the SEBI Act.

- iii. *The property, contribution or investment forming part of scheme or arrangement, whether identifiable or not, is managed on behalf of the investors, and*
- iv. *The investors do not have day-to-day control over the management and operation of the scheme or arrangement.*

Shree Sai Spaces in its letter dated October 21, 2013, in reply to SEBI's letter dated October 08, 2013 stated that the company shall install and erect the solar energy panel on un-divided piece of land and all development shall be carried out by the company. Shree Sai Spaces has further stated in its letter that as the scope of work involves, maintenance of solar panel and transmission of energy to the "GRID", it is advisable to the respective participant to stay with the company. It is also pertinent to note Clause 7(E) of the "Guide Book" issued by Shree Sai Spaces that "All development activities would be executed on said land with the sole discretion of management on behalf of a Business Associate"["Participant"/investors]. Therefore, it is observed that the "Project"/scheme is managed by Shree Sai Spaces on behalf of the "Participants"/investor. Further, Shree Sai Spaces in its aforementioned letter dated October 21, 2013 has stated that ".....the Participants shall not have any rights or liability on any assets or rights (tangible or intangible) of the company. He will be having the said rights restricted only for his Participation and joint venture participation which is a separate stream of the company". Therefore, it is clear that the "Participants"/investors do not have day-to-day control over the management and operation of the said "Project"/scheme of development of solar energy generation offered by Shree Sai Spaces. I, therefore, find that the instant "Project"/Scheme also satisfies the conditions stipulated in Section 11AA(2)(iii) and (iv) of the SEBI Act.

3.2.2 From the above analysis, I find that the "Project"/scheme of development of solar energy generation offered by Shree Sai Spaces with a resultant promise of returns when considered in light of peculiar characteristics and features of such scheme, as discussed in the preceding paragraphs, *prima facie* satisfies all four conditions specified in Section 11AA (2) of the SEBI Act. Therefore, I am of the view

that Shree Sai Spaces is engaged in the fund mobilizing activity from public, which is in the nature of a 'collective investment scheme' as defined in Section 11AA of the SEBI Act.

4. I further note that Shree Sai Spaces in its letter dated October 21, 2013, contended that it is carrying on "joint venture participation business" for the development of solar energy generation for the benefit of the "Participant"/investor and the company. It is observed that the categorization of any scheme as "joint venture" is not determinative of its nature and character; the same has to be determined with reference to the terms and conditions of such scheme, which express the intention of the parties. In this context, the views of Hon'ble Supreme Court of India in **New Horizons Ltd. Vs Union of India** (1995(1) SSC 478) regarding the nature of a joint venture may be noted. The Hon'ble S.C. observed that, "*The expression 'Joint venture'.. connotes a legal entity in the nature of a partnership engaged in the joint undertaking of a particular transaction for mutual profit or an association of persons or companies jointly undertaking some commercial enterprise wherein all contribute assets and share risks. It requires a community of interest in the performance of the subject matter, a right to direct and govern the policy in connections therewith, and duty, which may be altered by agreement, to share both in profit and losses*". In the instant "Project"/scheme, it is noted that there is no agreement to share profits and losses on the basis of "community of interest" as stated by Hon'ble Supreme Court. It is more of an arrangement that provides for monetary return, specified in the "payment plans" offered by Shree Sai Spaces to its "Participants"/investors. Hence, the "Participants"/investors, in the "Project"/scheme of development of solar power generation of Shree Sai Spaces, cannot be treated as Joint venture Participants. From this, it is evident that the fund mobilizing activity of Shree Sai Spaces, promising an estimated returns/profit, has been camouflaged by it by way of a "Joint Venture Participation" for the development of solar energy generation only to mislead and attract investment from the general public, which in essence satisfies all the conditions of a 'collective investment scheme' as defined in Section 11AA of the SEBI Act.

- 4.1 In this context, it is relevant to refer to the observations of the Hon'ble Supreme Court of India in the matter of **P.G.F Ltd. & Ors. vs. UOI & Anr.** (MANU/SC/0247/2013) (hereinafter referred to as "PGFL Case"). While analyzing the scope of sub-section (2) of Section 11AA, the Hon'ble Court held that: "*..sub-section (2) of Section 11 AA, which defines a collective investment scheme disclose that it is not restricted to any particular commercial activity such as in a shop or any other commercial establishment or even agricultural operation or transportation or shipping or entertainment industry etc. The definition only*

seeks to ascertain and identify any scheme or arrangement, irrespective of the nature of business, which attracts investors to invest their funds at the instance of someone else who comes forward to promote such scheme or arrangement in any field and such scheme or arrangement provides for the various consequences to result there from."

4.2 In view of the aforementioned observations of the Hon'ble Supreme Court of India in the PGFL Case, and in view of the abovementioned analysis and examination, I find that the activity of fund mobilization by Shree Sai Spaces with a resultant promise of returns clearly falls within the ambit of 'collective investment schemes' as defined in Section 11AA of the SEBI Act.

5. I note that in terms of Section 12(1B) of the SEBI Act, "*no person shall sponsor or cause to be sponsored or cause to be carried on a 'collective investment scheme' unless he obtains a certificate of registration from the Board in accordance with the regulations*". Regulation 3 of the SEBI (Collective Investment Schemes) Regulations, 1999 (hereinafter referred to as "**CIS Regulations**") provides that no person other than a Collective Investment Management Company which has obtained a certificate under the said regulations shall carry on or sponsor or launch a 'collective investment scheme'. Therefore, a person can launch or sponsor or cause to sponsor a 'collective investment scheme' only if it is registered with SEBI as a Collective Investment Management Company. Therefore, the launching/ floating/ sponsoring/ causing to sponsor any 'collective investment scheme' by any 'person' without obtaining the certificate of registration in terms of the provisions of the CIS Regulations is in contravention of Section 12(1B) of the SEBI Act and Regulation 3 of the CIS Regulations.

5.1 Upon a consideration of the aforementioned paragraphs, I find that the "Project"/scheme offered by Shree Sai Spaces in the name of its joint venture participation business for the development of solar energy generation is nothing but a smokescreen for its fund mobilizing activity. I am of the view that Shree Sai Spaces is *prima facie* engaged in fund mobilizing activity from the public, by floating/sponsoring/ launching 'collective investment scheme' as defined in Section 11AA of the SEBI Act without obtaining a certificate of registration from SEBI as required under Section 12(1B) of the SEBI Act and the CIS Regulations.

6. I further note that Shree Sai Spaces was advised to respond to the preliminary examination conducted by SEBI, on various occasions through SEBI letters and e-mails dated October 08, 2013, October 28, 2013, November 05, 2013 etc. However, Shree Sai Spaces did not cooperate with SEBI as is evident from the non-furnishing of various vital information and documents viz. the details of the scheme wise amount mobilized till date along with the number of investors under schemes; the details of the scheme-wise and year-wise amount refunded to the "*Participants*"/investor, financial statements etc. sought by SEBI for the purpose of the enquiry etc. In these circumstances, I find that reasonable opportunity has been afforded to Shree Sai Spaces to respond to SEBI and the refusal of Shree Sai Spaces to do so, when considered in the context of the abovementioned *prima facie* finding, indicates that such refusal to furnish the information sought by SEBI was only to conceal the true nature and operation of the fund mobilizing activity.
7. Protecting the interest of investors is the first and foremost mandate for SEBI. Under the circumstances, SEBI has to take immediate steps to prevent activities of companies or entities defrauding investors and damaging the orderly development of the securities market. I, therefore, note that Shree Sai Spaces has to be prevented from carrying on with the '*collective investment scheme*' activities without due registration from SEBI in accordance with law. It is further noted that Shri. Suresh L Srivastav, Ms. Laxmi S Shrivastav, Mr. Ritesh K Shrivastav, Mr. VivekKumar, Suresh Srivastav and Mr. Rajkumar Laxman Konde are the Directors of Shree Sai Spaces.
8. In view of the above, I, in exercise of the powers conferred upon me under Section 11(4) and 11B of the SEBI Act, 1992 and Regulation 65 of CIS Regulations, hereby direct Shree Sai Spaces Creations Ltd. (CIN:U45200PN2012PLC144315) and its Directors viz. Mr. Suresh L Srivastav (PAN No. ABTPS4472N), Ms. Laxmi S. Shrivastav (PAN No ARAPS3958G), Mr. Ritesh K Shrivastav (PAN no CEBPS5607E), Mr. VivekKumar Suresh Srivastav (PAN No. DRMPS4668Q,) and Mr. Rajkumar Laxman Konde (PAN No. ABXPK2421P):
- a. not to collect any money from investors from its existing "*project*"/scheme or to launch any new "*Project*"/scheme;
 - b. to immediately submit the full inventory of the assets owned by Shree Sai Spaces out of the amounts collected from the "*Participants*"/investors under its existing "*Projects*"/schemes;

- c. not to dispose of any of the properties or alienate the assets of the existing "*Project*"/scheme;
- d. not to divert any funds raised from public at large, kept in bank account(s) and/or in the custody of the company;
- e. to furnish all the information sought by SEBI with regard to scheme wise list of investors and their contact numbers and addresses along with the details of amount mobilized and refunded.

9. The above directions shall take effect immediately and shall be in force until further orders.

10. This Order shall also be treated as a show cause notice. Shree Sai Spaces and its abovementioned Directors may show cause as to why appropriate directions under the SEBI Act and CIS Regulations including directions in terms of Regulations 65 and 73 of the CIS Regulations should not be issued against them.

11. Shree Sai Spaces and its aforesaid directors shall, within 15 days from the date of receipt of this Order, file their reply, if any, to the prima facie observations made herein. Shree Sai Spaces and its aforesaid directors may also indicate, in such reply, whether they wish to avail an opportunity of personal hearing in the matter.

S. RAMAN
WHOLE TIME MEMBER
SECURITIES AND EXCHANGE BOARD OF INDIA

Place: Mumbai
Date: January 23, 2014