

BEFORE THE SECURITIES AND EXCHANGE BOARD OF INDIA, MUMBAI

CORAM: S. RAMAN, WHOLE TIME MEMBER

ORDER

Under Sections 11(1), 11B and 11(4) of the Securities and Exchange Board of India Act, 1992 read with Regulation 65 of the SEBI (Collective Investment Schemes) Regulations, 1999 in the matter of Utkarsha Plotters & Multi Agro Solutions India Limited (CIN:U70200MH2011PLC212898) and its Directors viz., Ms.Dipali Mithalal Gurav (DIN:03366250), Mr.Mitharam Chhagan Gurav (DIN:03366321) and Mr.Pravin Chhagan Gurav (DIN:03368401).

1. Securities and Exchange Board of India (hereinafter referred to as “SEBI”) received a complaint dated December 11, 2013 alleging that “Utkarsha Plotters & Multi Agro Solutions India Limited (hereinafter referred to as “Utkarsha”) was *"illegally collecting crores of rupees from gullible investors under the guise of trading in lands "*.
2. As a matter of preliminary inquiry into whether or not Utkarsha was carrying on activities of 'collective investment scheme' in terms of Section 11 AA of the SEBI Act, 1992 ("SEBI Act"), SEBI vide letter dated January 03, 2014, sought *inter alia* the following information from Utkarsha and its Directors:-
 - a. *“Memorandum and Articles of Association (" MoA" and "AoA") of the company as filed with the Registrar of Companies ('RoC').*
 - b. *Details of the past and present directors of the company.*
 - c. *Brochures/ offer documents pertaining to schemes / arrangements offered to the public.*
 - d. *Sample copies of the application forms that are required to be submitted by investors to participate in the schemes of Utkarsha.*
 - e. *Sample copies of the registration letter and allotment letter issued to the investors who subscribe to the schemes of Utkarsha.*
 - f. *Sample copies of the agreement letter / contract required to be entered into by investor / applicant under the schemes of Utkarsha.*

- g. *Details of the scheme wise / year wise amount mobilized, along with the number of investors under the schemes of Utkarsha.*
 - h. *Details of the scheme wise / year wise amount paid / redeemed, along with the number of investors under the schemes of Utkarsha.*
 - i. *List of all investors under the schemes of Utkarsha.*
 - j. *Certified copies of audited financial statements of Utkarsha for the last three financial years.*
 - k. *Copy of Income Tax Returns filed by Utkarsha for the last three years.*
 - l. *Details of any other similar scheme (s), if any, floated by group / associates of Utkarsha.”*
3. In response thereto, Utkarsha vide letter dated January 15, 2014 sought three to four months time to submit the requisite information to SEBI.
 4. Subsequently, SEBI vide letters dated June 12, 2014 and July 10, 2014 sought the following additional information:
 - a. *“Details of the land owned/purchased by Utkarsha (Location of Land, Size of Land, relevant papers related to ownership of land, date of ownership/purchase of land).*
 - b. *Details of various investment plans of the company.*
 - c. *Details regarding minimum and maximum amount which can be invested under the investment plans.*
 - d. *Details regarding minimum and maximum number of installments, an investor can opt under the investment plans.*
 - e. *List of customers/investors who have entered into registered sales deed/agreement of sale for transfer of land in their names.”*
 5. Thereafter, Utkarsha vide its letters dated April 28, 2014, May 22, 2014, August 04, 2014, August 11, 2014 and August 19, 2014 submitted the following documents/ information :
 - a. *“Copy of Memorandum and Articles of Association.*
 - b. *Sample copy of Letter of Intent / Offer Letter cum Agreement (Offer Documents).*
 - c. *Sample copy of application form to participate in the investment schemes of the company.*
 - d. *Sample copy of allotment letter.*
 - e. *Sample copy of installment receipt and Acceptance letter issued by company.*
 - f. *Details of the scheme wise, year wise amount mobilized by the company along with the number of investors under the schemes till 31.03.2013*

- g. *Certified copies of audited financial statements for the financial years March 31, 2012 and March 31, 2013.*
 - h. *Copy of Income Tax Returns filed by the company for the financial years March 31, 2012 and March 31, 2013.*
 - i. *List of investors along with the address and their contact numbers.*
 - j. *Details of regulatory approvals obtained by the company.*
 - k. *Details of land owned/purchased by the company.*
 - l. *Details of the various investment plans in which an investor can invest.*
 - m. *Details regarding minimum and maximum amount which can be invested under the investment plans of the company.*
 - n. *Details regarding minimum and maximum number of installments an investor can opt under the investment plans of the company.*
 - o. *List of customers who have entered in to a registered sales deed/agreement of sale."*
6. Utkarsha, vide the aforesaid letter also submitted that *"the company was formed for dealing in infrastructure activity especially buying undeveloped plots and then convert to non agriculture plots and develop road, electricity, water and basic infrastructure facilities and amenities for selling to customers."*
7. I have carefully considered the material available on record such as correspondence exchanged between SEBI and Utkarsha along with the documents contained therein, submissions made by Utkarsha, etc. In this context, the issue for determination is whether the mobilization of funds by Utkarsha under its schemes fall under the ambit of *"Collective Investment Scheme"* provided in Section 11AA of the SEBI Act.
8. On an examination of the material available on record, it is *prima facie* observed:
- a. Utkarsha(CIN:U70200MH2011PLC212898) was incorporated on February 01, 2011 having its registered office at 9, Basement, A wing, Shri Chhatrapati Shivaji Maharaj Jilla Krida Sankul, Opp. State Bank of India, Jalgaon, Maharashtra 425 001. Its Directors are Ms. Dipali Mithalal Gurav, Mr. Mitharam Chhagan Gurav and Mr.Pravin Chhagan Gurav.
 - b. Utkarsha started collecting money from the public since April 2011 and the earliest land purchased by the company was on April 16, 2012.

- c. Utkarsha receives applications from its customers for purchase and development of land / plot (s). The business/ scheme of Utkarsha is to collect money from public to buy undeveloped plots and then convert those into non agricultural developed plots with road, electricity, water and other infrastructure amenities.
- d. As per the marketing pamphlets, Utkarsha is inviting investments into its various plans with an *estimated realizable value* for developed plot. Plan nos. 1 to 4 are *installment payment plans* and Plan nos. 5 and 6 are *cash down payment plans*. For e.g. In Plan 1, Utkarsha is inviting money from investors in an equated monthly installment of ₹300/- for 60 months and offering ₹25,270/- as an estimated realizable value for the developed plot. The details of the Plans mentioned in the marketing pamphlets are tabulated as under:

Plan No. 1 for 5 year (60 Months) - Installment Payment Plan

Plot Size (Sq. Yd.)	Consideration	Monthly	Qty.	Half yearly	Yearly	Estimated Realizable Value of Developed Plot
121	18000	300	880	1760	3500	25270
180	27000	450	1320	2640	5250	37905
240	36000	600	1760	3520	7000	50540
300	45000	750	2200	4400	8750	63175
360	54000	900	2640	5280	10500	75810
420	63000	1050	3080	6160	12250	88445
480	72000	1200	3520	7040	14000	101080
540	81000	1350	3960	7920	15750	113715
600	90000	1500	4400	8800	17500	126350
660	99000	1650	4840	9680	19250	138985
720	108000	1800				

Plan No. 2 for 6 year (72 Months) - Installment Payment Plan

Plot Size (Sq. Yd.)	Considera tion	Monthly	Qtly.	Half yearly	Yearly	Estimated Realizable Value of Developed Plot
121	18000	250	730	1460	2900	26820
180	27000	375	1095	2190	4350	40230
240	36000	500	1460	2920	5800	53640
300	45000	625	1825	3650	7250	67050
360	54000	750	2190	4380	8700	80460
420	63000	875	2555	5110	10150	93870
480	72000	1000	2920	5840	11600	107280
540	81000	1125	3285	6570	13050	120690
600	90000	1250	3650	7300	14500	134100
660	99000	1375	4015	8030	15950	147510
720	108000	1500	4380	8760	17400	160920

Plan No. 3 for 7 year (84 Months) - Installment Payment Plan

Plot Size (Sq. Yd.)	Considera tion	Monthly	Qtly.	Half yearly	Yearly	Estimated Realizable Value of Developed Plot
121	18000	215	625	1250	2480	28590
180	27000	322	940	1875	3720	42885
240	36000	430	1250	2500	4960	57180
300	45000	535	1565	3125	6200	71475
360	54000	645	1875	3750	7440	85770
420	63000	750	2190	4375	8680	100065
480	72000	860	2500	5000	9920	114360
540	81000	965	2815	5625	11160	128655
600	90000	1075	3125	6250	12400	142950
660	99000	1180	3440	6875	13640	157245
720	108000	1290	3750	7500	14880	171540

Plan No. 4 for 6/8/10 Year (Select any one option) - Installment Payment Plan

Plot Size (Sq. Yd.)	Consideration	Only 3 Year Installment	6 Year Estimated Realizable Value of Developed Plot	8 Year Estimated Realizable Value of Developed Plot	10 Year Estimated Realizable Value of Developed Plot
121	18000	6000	32590	41250	52200
180	27000	9000	48885	61875	78300
240	36000	12000	65180	82500	104440
300	45000	15000	81475	103125	130500
360	54000	18000	97770	123750	156600
420	63000	21000	114065	144375	182700
480	72000	24000	130360	165000	208880
540	81000	27000	146655	185625	234900
600	90000	30000	162950	206250	261000
660	99000	33000	179245	226875	287100
720	108000	36000	195540	247500	313200

Plan No. 5 for Cash Down Payment Plan - 5/6/7/8/9/10/11/15/16 Year (Select Any One Option)

Plot Size (Sq. Yard)	Consideration	5 Years E.R.V of D.P.*	6 Years E.R.V of D.P.	7 Years E.R.V of D.P.	8 Years E.R.V of D.P.	10 Years E.R.V of D.P.	11 Years E.R.V of D.P.	15 Years E.R.V of D.P.	16 Years E.R.V of D.P.
121	18000	32436	36495	41052	46184	58450	65756	105328	118495
134.44	20000	36040	40550	45614	51315	64945	73062	117035	131664
168.05	25000	45050	50688	57017	64144	81180	91328	146294	164580
201.66	30000	54060	60825	68420	76973	97417	109593	175553	197496
235.27	35000	63070	70963	79823	89801	113653	127859	204811	230412
268.88	40000	72080	81100	91226	102630	129890	146124	234070	263328
336.11	50000	90100	101375	114034	128288	162361	182656	292588	329160
504.16	75000	135150	152063	171051	192431	243542	273984	438882	493740
672.22	100000	180200	202750	228068	256575	324722	365312	585176	658320
1008.33	150000	270300	304125	342102	384863	487083	547968	877764	987480
1344.44	200000	360400	405500	456136	513158	649444	730624	1170352	1316640

**E.R.V of D.P - Estimated Realizable Value of Developed Plot*

Plan No. 6 for Cash Down Payment Plan

Plot Size (Sq. Yd)	Consideration	6 Year ERVODP*	11 Year ERVODP	16 Year ERVODP	21Year ERVODP
121 * 4	72000 (18000*4)	36495	65756	118495	213530
168.5* 4	100000 (25000*4)	50688	91328	164580	296569
240 * 4	144000 (36000*4)	73000	131512	236990	427060
336.11*4	200000 (50000*4)	101375	182656	329160	593138
504.16*4	300000 (75000*4)	152063	273984	493740	889707
672.22*4	400000 (100000*4)	202750	365312	658320	1186276

* ERVODP - Estimated Realizable Value of Developed Plot

Note for Plan No. 6: Customer can take 4 plots one time & first plot can sell after 6 year. Remaining 3 plots can be sold after every 5 years. Customer have to be given 4 offer / intent letter.

- e. From the sample copy of the receipt issued by Utkarsha to purchasers/ investors, it is noted that plot size, estimated realizable value of developed plot, date of handing over the possession of developed plot etc. are mentioned, but there is no identification of the plots earmarked for a particular investor.
- f. As per the Allotment letter of plot(s) of land issued to one of the investors of Utkarsha, it is noted that though the details of plot such as plot number, khasra number, village, Tehsil, District are mentioned, Utkarsha reserves the right "to change the location of this allotment".
- g. From the letter of intent /offer letter submitted by Utkarsha, the following terms & conditions for purchasing the plot of the land is noted:
- i. "As per clause 2, minimum booking amount of 50 % of the total consideration either in one stroke or installments has to be paid by the purchaser / investor.

- ii. *As per clause 3, after the receipt of the first installment of booking amount, the purchaser shall be eligible for enrollment of his/ her name for the plot of land with the company.*
- iii. *As per clause 6, the company enters into an "Agreement to Sell" with the purchaser / investor after receipt of booking amount and issues an allotment letter specifying the location and number of plot (s) for which the money has been paid by the investor.*
- iv. *As per clause 10, the purchaser has the option to avail the facility of opting out of the contract under "cash down" payment plan at any time before allotment of plot (s) of land, by submitting specific written request to the company to that effect. In such circumstances, the company shall deduct 20% of amount of total consideration towards cost and other incidental expenses and balance consideration amount will be refunded to the purchaser.*
- v. *As per clause 12, purchaser's right to know the exact location and plot (s) number of the plot of land to be allotted to him / her shall come into existence only after the payment of minimum booking amount.*
- vi. *As per clause 13, where Fragmentation into smaller size of plot (s)/ lands may not be practicable, feasible or permissible under the relevant revenue laws, the purchaser shall be allotted the requisite share jointly with other purchasers / allottees / transferees in the particular plot (s) of land and in such case company shall execute / procure, execution and registration of agreement for sale / sale - deed, ensuring the title and interest of such joint holders with other purchasers.*
- vii. *As per clause 14, on execution and registration of the agreement for sale/ sale deed before the concerned sub-registrar or public notary as may be feasible or practicable of the said plot (s)/ land shall be kept in safe custody of trustee(s) appointed by the company for the said purpose. The name and address of the trustee (s) shall be informed to the purchaser at the time of issue of letter of allotment. A certified copy of the said title deed shall be made available to the purchaser by the said trustee (s) on request in writing by the purchaser.*
- viii. *As per clause 15, the possession of the plots of land shall rest with the purchaser at all times (subject to payment of the balance consideration amount), however company has the right to carry out work in relation to the development of the said plot (s) of land as per the terms of the*

agreement of sell. The company or its representatives shall enter upon the said plot for the limited purposes of rendering the development work.

- ix. *As per Clause 16, cost of plot includes the cost of land, development charges, stamp registration charges, saplings, plants, trees, other miscellaneous expenses in order to make the plot (s) of land ready for cultivation purpose as mentioned in the agreement.*
- x. *As per Clause 17, after expiry of the tenure of the development period, the purchaser has the right either to retain or sell the said plot of land as the purchaser may deem fit and proper”.*
- h. The following Clauses are mentioned on the *Agreement* between Utkarsha and the investor for purchase of the plot of land:
 - i. *"Vendor is engaged in the business of buying, selling and acquiring all types of lands such as agricultural and non agricultural lands and development of such lands situated at various place in India. Vendor sells the land of difference measurement by demarking and plotting the land in small segments to prospective purchasers as required. Vendor also undertakes the development work as and when necessary, either solely or in joint venture with other agencies.*
 - ii. *The purchaser requests the vendor through letter of intent to allot/sale of plot (s) of agricultural land in his favor and to develop the same by rendering various activities in order to make the plot (s) suitable for cultivation purpose as per the terms & conditions mentioned therein and also in this agreement and plan. The purchaser has accordingly paid the requisite booking amount after acceptance of the terms and conditions laid down by the vendor .*
 - iii. *The vendor has registered the name of the purchaser on their role by accepting his/her offer and has agreed to sell the plot (s) of agricultural land in favor of the purchaser and to develop the same by rendering various activities as mentioned in the agreement.*
 - iv. *As per clause 15 of the Agreement, the purchaser shall not ordinarily interfere, with the development of plot (s) related rights of the vendor, however, purchaser shall have the right to tender suggestions, visit the land site and inspect the records in regard to the development of*

the said property. A minimum period of 3 to 27 years (as per plans & tenure) is required for development of said property.

- i. As per the financial statements of Utkarsha, it had long term liability (booking against sale of land) of ₹1,61,50,572/- as on March 31, 2012 and ₹6,35,76,983/- as on March 31, 2013. It had inventory of ₹98,54,930 as on March 31, 2013 comprising of agricultural lands.
 - j. Utkarsha submitted a list of approximately 12083 investors (as on March 31, 2013) and a list of 274 investors (as on March 31, 2013) who had entered into a agreement for sale with company for transfer of land in investors names, which is approximately 2.3% of the total investor base of Utkarsha. However, Utkarsha has not provided any proof of having registered sale deed or agreement of sale with investors.
9. The details of the 'Schemes' towards the purchase/sale and development of plot/land offered by Utkarsha 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) or sub-section (2A) shall be a collective investment scheme.

Provided that any pooling of funds under any scheme or arrangement, which is not registered with the Board or is not covered under the exemptions from CIS sub-section (3), involving a corpus amount of one hundred Crore rupees or more shall be deemed to be a collective investment scheme.

(2) Any scheme or arrangement made or offered by any person 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.*
10. In the context of abovementioned Section 11AA of the SEBI Act, the 'schemes' offered by Utkarsha 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.

Utkarsha receives applications from its customers for purchase and development of land / plot(s). The business/scheme of Utkarsha is to collect money from public to buy undeveloped plots and convert into non agricultural developed plots with road, electricity, water and other infrastructure amenities. The contribution or investment made by a 'Purchaser' or investor is in accordance with the various "Payment Schedule(s)" offered under the aforesaid Scheme i.e. participation in the form of equal instalments or onetime payment towards purchase of plot of land of varying sizes. An equal monetary amount is collected from each 'Purchaser' depending on the size of the plot of land irrespective of its location, etc. It is noted that there is no specific identified plot of land mentioned in the receipts issued by Utkarsha to purchasers/ investors. Furthermore, as per the allotment letter issued to one of the investors, Utkarsha reserves the right "to change the location of this allotment". It is noted that as per the financial statements, Utkarsha had raised moneys by booking against sale of land to the extent of ₹6,35,76,983/- as on March 31, 2013. In view of the aforesaid, *prima facie* it appears that the contributions or investments received from the 'Purchaser(s)' are pooled and utilized for the purpose of the scheme towards booking or purchase of plot of land. Thus, the instant 'schemes' offered by Utkarsha satisfy the first condition specified 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.

An investor invests / contributes money into the plans of the company for an 'estimated realizable value' (which includes appreciation on the investment) at the time of maturity. This fact is clear from the plans of Utkarsha which have been detailed in para 8 (d) above. For instance, in Plan 1, Utkarsha is inviting money from investors in an equated monthly installment of ₹300/- for 60 months and suggesting ₹25,270/- as an "estimated realizable value" of developed plot. An amount of ₹7,270/- is the assured return/profit to the investors of Utkarsha under this Plan. Hence, it is clear that the second condition, which stipulates that the contributions or payments are made to such scheme of arrangement by the investors

with a view to receive profits, income, produce or property as stipulated in Section 11AA (2) (ii) of the SEBI Act is also fulfilled.

- 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.***

It is apparent from the marketing pamphlets, letter of intent/offer letter cum Agreement and receipt issued to the investors that contributions made by the *Purchasers*/investors in either *installment payment plans* or *cash down payment plans* are collected by Utkarsha who in turn manage these funds on behalf of investors during agreed term of Plan. As per clause 12 of the terms and conditions for purchasing the plot of land, “*Purchaser's right to know the exact location and plot (s) number of the plot of land to be allotted to him/her shall come into existence only after the payment of minimum booking amount*”. Clause 14 states, “*on execution and registration of the agreement for sale/sale deed of the said plot (s) of land shall be kept in safe custody of trustee(s) appointed by the company for the said purpose.*” As per clause 15, Utkarsha has the right to carry out work in relation to the development of the said plot (s) of land as per the agreement to sale. Clause 17 states, “*after expiry of the tenure of the development period, the purchaser has the right either to retain or sell the said plot of land as the purchaser may deem fit and proper.*” It can be seen from the above points of the terms and conditions for purchasing the plot of land, Company keeps the title of the lands with themselves and has the right to carry out work in relation to the development of the said plot (s) of land and the purchaser has the right either to retain or sell the said plot of land only after the expiry of the tenure of the development period. Further, clause 15 of the Agreement states “*the purchaser shall not ordinarily interfere, with the development of plot (s) related rights of the vendor, however purchaser shall have the right to tender suggestions, visit the land site and inspect the records in regard to the development of the said property.*” It can be seen from the above point that the purchaser / investor has only right to tender suggestions, to visit the land site and to inspect the related records, he does not have any right to manage or to operate the business of Utkarsha which in turn means that he does not have any control over the operations of the business of the company. In light of these facts and circumstances, it is clear that the property, contribution or investment forming part of the *scheme/Plans* are managed by Utkarsha on behalf of its *Purchasers*/investors and they do not have any say/control over the management and operation of the scheme. Thus, the condition specified in Section 11AA

(2) (iii) and (iv) of the SEBI Act is *prima facie* fulfilled in terms of the Plans being offered by Utkarsha.

11. The activity of fund mobilization by Utkarsha under the *scheme/Plans* for allotment, development and maintenance and subsequent transfer of land, with a resultant promise of return/"*estimated realizable value at the end of the term*", when considered in light of peculiar characteristics and features of such *schemes/Plans*, as discussed in the preceding paragraphs, *prima facie* satisfies all four conditions specified in Section 11AA (2) of the SEBI Act. I find that Utkarsha is carrying on collective investment scheme under the garb of purchase/sale/development of plot (s) of land.
12. 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 Limited & Ors. vs. UOI & Anr.* (MANU/SC/0247/2013), wherein it had observed: "...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."
13. 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**") also prohibits carrying on CIS activities without obtaining registration from SEBI. 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. It is noted that Utkarsha has not obtained any certificate of registration under the CIS Regulations for its fund mobilizing activity from the public, under the schemes offered by it. Considering the above, I am of the view that Utkarsha is *prima facie* engaged in fund mobilizing activity from the public, by sponsoring or launching '*collective investment schemes*' 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.

14. Protecting the interests of the investors is the first and foremost mandate of SEBI and therefore, SEBI has to take immediate steps to prevent activities if companies or persons defrauding the investors and damaging the orderly development of the securities market. In order to ensure that Utkarsha and its Directors do not collect further funds under its scheme/Plans and to safeguard the assets/property acquired by Utkarsha and its Directors from the funds of the investing public until full facts and materials are brought and final decision is taken in the matter, it becomes necessary for SEBI to take urgent preventive action by way of this interim measure. In the light of the above, I find no other alternative but to take recourse to an interim order against Utkarsha and its Directors for preventing them from further carrying on with the fund mobilizing activity by launching '*collective investment scheme*', without obtaining registration from SEBI in accordance with law.
15. In view of above, I, in exercise of powers conferred upon me under Sections 11(1), 11(4) and 11B of the SEBI Act read with CIS Regulations, hereby direct Utkarsha Plotters & Multi Agro Solutions India Limited and its Directors, Ms.Dipali Mithalal Gurav (DIN:03366250), Mr.Mitharam Chhagan Gurav (DIN:03366321) and Mr.Pravin Chhagan Gurav (DIN:03368401):
- *not to collect any fresh money from investors under its existing schemes;*
 - *not to launch any new schemes or plans or float any new companies to raise fresh moneys;*
 - *to immediately submit the full inventory of the assets including land obtained through money raised by Utkarsha;*
 - *not to dispose of or alienate any of the properties/assets obtained directly or indirectly through money raised by Utkarsha;*
 - *not to divert any funds raised from public at large which are kept in bank account(s) and/or in the custody of Utkarsha;*
 - *to furnish all the information/details sought by SEBI within 15 days from the date of receipt of this order, including,*
 - i. Details of amount mobilized and refunded till date,*
 - ii. Details of commission paid on amounts mobilized above,*
 - iii. Details of agents along with their addresses, etc. and*
 - iv. Audited Accounts for the last financial year.*

16. The above directions shall take effect immediately and shall be in force until further orders.
17. This Order is without prejudice to the right of SEBI to take any other action that is deemed fit to be initiated against Utkarsha and its Directors in accordance with law.
18. The *prima facie* observations contained in this Order are based on the material available on record. In this context, Utkarsha and its Directors may, within 21 days from the date of receipt of this Order, file their reply, if any, to this Order and may also indicate whether they desire to avail themselves an opportunity of personal hearing on a date and time to be fixed on a specific request made in that regard.

Place: Mumbai

Date: January 14, 2015

S. RAMAN

WHOLE TIME MEMBER

SECURITIES AND EXCHANGE BOARD OF INDIA