

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

ORDER

Under Sections 11 (1), 11 (4) and 11(B) of Securities and Exchange Board India Act, 1992 read with Regulation 65 of the SEBI (collective Investment Scheme) Regulations, 1999 in respect of Mark Builders & Land Developers Limited (CIN: U70109PB2011PTC035700) and its Directors viz., Shri Gurnek Singh (DIN-05114376), Shri Sarabjit Singh (DIN-05114404), Smt. Kuljeet Kaur (DIN-05114417), Shri Gursharanpreet Singh (DIN-06581134) and Shri Narinder Sharma (DIN-0640614).

1. Securities and Exchange Board of India (hereinafter referred to as “SEBI”) received a complaint dated October 10, 2013 alleging that Mark Builders & Land Developers Limited (hereinafter referred to as "MBLDL") is illegally mobilising monies from public and not paying the redemption amount on maturity. The complainant also alleged that MBLDL collected more than ₹5 crores from public without permission from any government agency or regulators like SEBI & RBI. The complainant submitted copy of certificates and receipts issued to investors by MBDL, copy of commission chart and brochures, etc. along with his complaint:
 2. As a matter of preliminary enquiry SEBI dated January 17, 2014, advised MBLDL to submit, inter-alia, Memorandum and Articles of Association, details of promoters / directors/ key management personnel etc., financial statements and Annual Tax Returns for last 3 years, details of schemes/ offers/ projects/ launched or debentures issued, if any, and number of investors and amount collected in each such plan/ scheme.
- 2.1.** In response thereto, MBLDL vide letter dated February 10, 2014 submitted the following information through its lawyer (received on February 20, 2014) :
- (a) Memorandum and Articles of Association,
 - (b) Details of past and present directors,
 - (c) Balance Sheet and P&L Accounts for year ended 3/03/2012,

- (d) Annual returns for Assessment Year 2012-13,
- (e) Documents pertaining to plans and terms and conditions of plans which include copy of application form, general terms and conditions, agreement etc.

2.2. No information regarding schemes employed for mobilising monies from public was provided, the letter submitted following information pertaining to MBLDL.

2.3. Meanwhile, SEBI also collected following details / information in respect of MBLDL from Registrar of Companies, Chandigarh:

- (a) Memorandum and Articles of Association,
- (b) Form 1 filled on 29/11/2011 & and Certificate of Incorporation,
- (c) Form 18 filed on 29/11/2011,
- (d) Form 32 filed on 29/11/2011,
- (e) Form 23 filed on 17/01/2012,
- (f) Form 62 filed on 17/01/2012,
- (g) Fresh Certificate of Incorporation upon Change of name on conversion to Public Limited Company,
- (h) Form 20B dated 28/08/2012
- (i) Form 23 AC & Form 23 ACA 28/08/2012
- (j) Form 32 dated 01/10/2012,
- (k) Form 32 dated 30/04/2013,
- (l) Form 23B for the period 29/11/2011 to 31/03/2012

2.4. On perusal of the aforementioned information/documents, SEBI vide letter dated June 24, 2014 advised MBLDL to submit detailed information regarding various projects undertaken by company and amounts collected in each project. Further MBLDL was also advised to provide information regarding the monies collected under its various plans and schemes like *Star plan* , *Golden plan*, *Diamond plan*, *Platinum plan*, *Freedom plan* etc.

2.5. Subsequently, MBLDL vide letter dated July 14, 2014 through its lawyer submitted the following:

- (a) Photocopies of 3 purchase deeds,
- (b) Copy audited Balance Sheet as on March 31, 2013,
- (c) Copy of Auditors' Report dated 31/03/2014,

- (d) Copy of expression of interest for provisional booking of agricultural plot/ housing project/ commercial project,
 - (e) Company profile and Down payment plans
 - (f) A blank copy of acknowledgement letter
3. I have carefully considered the material available on record such as information and documents furnished by the complainant and the information gathered from *MCA21 Portal*, correspondence exchanged between SEBI and MBLDL and the documents contained therein, etc. In this context, the issue for determination is whether the mobilization of funds by MBLDL under its schemes fall under the ambit of "*Collective Investment Scheme*" provided in Section 11AA of the SEBI Act.
4. On examination of the material available on record, it is *prima facie* observed as under:
- 4.1. MBLDL (CIN: U70109PB2011PTC035700) was incorporated on November 29, 2011 having its registered office at: Building No. 19, 22 No. Phatak Road, P.O. Khalsa College, Amritsar, Punjab, India 143001. The directors of MBLDL are Shri Gurnek Singh (DIN-05114376), Shri Sarabjit Singh (DIN-05114404), Smt. Kuljeet Kaur (DIN-05114417), Shri Gursharanpreet Singh (DIN-06581134) and Shri Narinder Sharma (DIN-0640614):
- 4.2. The Main Object clause as per Memorandum and Articles of Association of the company reads follows :
- (a) *To carry on the business of real estate and properties including purchase of real estate and development of land / premises / building, creation of plots for purpose of sale, lease & to carry on the development of colonizers & developers, construction of commercial / residential buildings, sale and purchase of properties on commission basis.*
 - (b) *To act as contractors for any persons, Governmental authority for construction of building of all descriptions.....,*
 - (c) *To construct, execute, carry out, equip, improve, alter, develop, decorate, maintain, furnish, manage or control public and private works ...,*

4.3. Certificates and pamphlets:

- On perusal of brochures and pamphlets issued by MDLDDL, it is observed that the company is collecting funds against plots under its "*Plan 201, Plan 301, Plan 401, Plan 501, Plan 1101, Plan 1801 Silver, Golden Diamond, Star and Platinum Plans*". Under these plans, 'MBLDDL' accepts monthly, quarterly, half yearly and yearly instalments from

public against plots of various sizes. The details of various schemes offered by MBLDL are illustrated as under:

- **Star Plan for 6 Years (Payment term -6 Years)**

S.N	Plot (Sq Ft)	Payment (in Rs.)				Consideration Value (in Rs)	Estimated Realizable Value (After 6 years) (in Rs.)	Help in case of accidental death (in Rs)
		Montly	Qtly	Half Yrly	Yearly			
1	600	500	1500	3000	6000	36000	55,800	100000
2	1200	1000	3000	6000	12000	72000	1,11,600	100000
3	1800	1500	4500	9000	18000	108000	167400	100000
4	2400	2000	6000	12000	24000	144000	223200	200000
5	3000	2500	7500	15000	30000	180000	279000	200000
6	3600	3000	9000	18000	36000	216000	334800	200000
7	4800	4000	12000	24000	48000	288000	446400	200000
8	6000	5000	15000	30000	60000	360000	558000	200000
9	12000	10000	30000	60000	120000	720000	1116000	200000

- It is also observed that company mobilizes money from public under its Single Payment Plans for varying periods to be redeemed on maturity after a fixed period. The brochures also mention 'Estimated Realizable Value' on maturity. The details mentioned in the brochure with respect to the single payment plan is tabulated for reference:

Consideration Amount. (in Rs.)	Estimated Realizable Value at End of Term (in Rs.)						Help in case of accidental death (in Rs)	Plot (sq Ft)
	Plan No.201	Plan No.301	Plan No.401	Plan No.501	Plan No.1101	Plan No.1801		
	2 years	3 years	4 years	5-1/2 years	11 years	18 years		
5000	6328	7214	8152	10000	20000	50000	50000	83
10000	12656	14429	16305	20000	40000	100000	100000	167
20000	25313	28858	32609	40000	80000	200000	100000	333
25000	31640	36072	40762	50000	100000	250000	100000	417
50000	63281	72145	81524	100000	200000	500000	200000	833
100000	126563	144290	163047	200000	400000	1000000	200000	1667
250000	316406	360724	407618	500000	1000000	2500000	200000	4167
500000	632813	721449	815237	1000000	2000000	5000000	200000	8333
1000000	1265625	1442897	1630474	2000000	4000000	10000000	200000	16667

- From the pamphlet submitted by MBLDL vide its reply dated July 14, 2014, it is noted that MBLDL have investment plans such as Down payment Plan and Instalment Payment Plan (tenure 6 years). The details of these plans are illustrated as under:

Instalment Payment Plan (Application tenure -6 years)

Sr. No	Unit Size Sq.yrds	Initial Amount	Instalment Frequency	Requisite Earnest Amount (paid over 6 years)	Refundable Amount
1	100	5000	Yearly	30000	43500
2	100	10000	Yearly	60000	87000
3	100	15000	Yearly	90000	130500
4	200	20000	Yearly	120000	174000
5	200	25000	Yearly	150000	217500
6	200	30000	Yearly	180000	261000
7	300	40000	Yearly	240000	348000
8	300	50000	Yearly	300000	435000
9	500	100000	Yearly	600000	870000
10	1000	200000	Yearly	1200000	1740000

Down Payment Plan

Sr. No	Unit Size (Sq Yds)	Requisite Earnest Amount	Application tenure			
			36 Months	48 Months	72 Months	96 Months
			DP-36	DP-48	DP-72	DP-96
			Refundable Amount			
1	50	10000	13700	15700	20000	26500
2	50	15000	20550	23550	30000	39750
3	50	20000	27400	31400	40000	53000
4	50	25000	34250	39250	50000	66250
5	100	30000	41100	47100	60000	79500
6	100	40000	54800	62800	80000	106000
7	100	50000	68500	78500	100000	132500
8	100	75000	102750	117750	150000	198750
9	200	100000	137000	157000	200000	265000
10	300	200000	274000	314000	400000	530000

4.4. On perusal of copy of *application form, Expression of Interest Form and agreement* submitted by MBLDL vide its reply dated July 14, 2014, the following are noted:

- (a) The customers have to indicate whether they are applying for single payment or regular payment plans and have to give details of the payment being made with the application.
- (b) The cost of plot includes cost of land, development charges and other inputs like saplings, plants, trees, crop planting expenses, maintenance and other miscellaneous expenses.
- (c) The 'Expression of Interest' Form ("**EOI**") mentions that MBLDL is engaged in real estate. i.e. Agricultural land/ crops projects etc. The EOI form also mentions that in case the customer wishes to withdraw, the company shall deduct statutory Charges @ 50% of the amount paid by the applicant. The Acknowledgment Letter issued by Company to the customer after receiving EOI mentions payment plan & tenure and refundable amount.
- (d) The following Clauses are noted from the *Agreement* entered between MBLDL and its customers:

Clause 5(Possession) -“ *The customer shall be owner in vacant physical possession of the said agriculture land at all times, after execution of the registered sale deed. MBLDL or its nominees shall enter upon the said agriculture land only for the purpose of undertaking development of said agriculture land as per the terms of this agreement between the customer and MBLDL be deemed to be manager/ tenant. The overall security of the said agriculture land shall, however, be the responsibility of MBLDL only till the expiry of the period of plan opted for by the CUSTOMER. However, MBLDL shall have the first charge on the said agriculture land on account of its unpaid instalments for services / development charges and for other incidental expenses incurred by MBLDL. The said agriculture land cannot, in any other manner be sold, assigned, mortgaged, pledged or alienated without obtaining NO DUES CERTIFICATE from MBLDL in case of Regular Payment and execution of registered sale deed.*”

Clause 9 (Sale of Produce) - “ *Unless specifically directed otherwise by the Customer, MBLDL shall be responsible for arranging the sale of the produce, if any, out of the said agriculture land, on behalf of the Customer. For the Purposes of arranging the sale of the produce as aforesaid, MBLDL shall have*

the sole discretion to decide as to whether the produce shall be sold to the wholesale market and / or to semi-wholesale market, and / or to one or more marketing company of MBLDL or may decide to sell at to any other market which MBLDL may consider appropriate for the sale of a particular grade of produce.”

Clause 10 (Sale Price):

“The task of sale of the produce undertaken by MBLDL under the provision of the aforesaid Clause 9, shall be subject to the condition that depending upon the grade of the produce harvested from the said agriculture land, market conditions and other relevant factors MBLDL may decide to sell the produce at such price which it may deem fit and reasonable in the circumstances prevailing at that point of time The net sale proceeds so obtained by MBLDL from the sale of the land produce, shall be accepted as final by the customer and no dispute shall be raised in respect of the same.”

4.5. The following terms and conditions are noted from the 'General Terms and Conditions forming part of the Expression of Interest for provisional booking of Agricultural/ residential/ commercial Projects/ Units of MBLDL:

- i. "... The registration of this application and subsequent allotment of agricultural/ residential/ commercial unit or registration as beneficiary is at the sole discretion of the company and in case the unit is not allotted or registration as beneficiary is not accepted for any reason, the applicant shall not raise any objection.*
- ii. while the company has made its best efforts to show/depict the designs of the various units/business proposals in all its Marketing and Communication material like brochure, website, leaflets, etc., the same may change due to design or any other constraint.*
- iii. The amount received towards EOI Form to book specific type of unit or to register as beneficiary in projects will not guarantee an allotment/ registration to the Applicant(s). In case the company is not able to allot unit/register as beneficiary as desired/ specified by the Applicant, the company will offer the closest equivalent of the said type of the unit/project..."*

4.6. From the reply submitted by MBLDL vide letter dated February 10, 2014 & letter dated July 14, 2014, the following are noted:

- a. “The company has purchased a big chunk of agriculture / residential land in different places. Under the company’s plan company receives applications from its customers for purchase and development of agriculture / residential land.”*

- b. *The amount received against application for registration for plot/ commercial project etc. is called 'Requisite Earnest Money' and that the same is reflected in Balance Sheet on 31/03/2013 as 'Advance against Investment'.*
- c. *The best feature of and attraction of our plans is that we receive only requisite registration from our valuable customers at the time of execution of prescribed application form in the 'Requisite Earnest Money' is received from customer/investors at the time of Expression of Interest. The customer has an option to buy the plot as per his/ her choice at any location wherever the company project's situated after depositing the sale price quoted by the company or he/she received registration amount as 'Refundable Amount' at the end of tenure of the opted plan. Most of our valuable Customers prefer to refund back the registration amount as "Refundable Amount" with appreciation at the end of the tenure..."*
(emphasis added)

4.7. As per the audited financial statements for the year 2012-13, MBLDL has mobilised Rs 0.74 Crore from 323 accounts and the same is reflected in balance sheet as '*Advance against Investments.*'

5. The aforementioned features of various schemes of land/plots offered by MBLDL appears to be a '*Scheme*'. In view of this, the schemes offered by MBLDL have to be considered in light of Section 11AA of the SEBI Act. The aforesaid Section 11AA, 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.”

6. In the context of the abovementioned Section 11AA of the SEBI Act, the 'schemes' The offered by MBLDL are 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.***

MBLDL solicits money from customers through its various schemes of land/plots. As per the *brochure and marketing pamphlets* issued by MBLDL is collecting funds against plots under its '*Plan 201, Plan 301, Plan 401, Plan 501, Plan 1101, Plan 1801 Silver, Golden Diamond, Star and Platinum Plans*'. Under these plans, MBLDL accepts monthly, quarterly, half yearly and yearly instalments from public against plots of various sizes. It is also noted that MBLDL has investment plans such as '*Down payment Plan and Instalment Payment Plan (tenure 6 years)*'. An investor/customer who is desirous of investment in schemes of MBLDL is required to make an application and indicate the payment plan and the details of the initial payment etc. It is noted from the copy of '*Registration Certificate*' issued to an investor that no precise details of plot or the location of the property is specified in the said '*Certificate*'. The '*Registration Certificate*' issued to the applicant/ investor and the '*Terms and Conditions*' forming part of the said certificate does not indicate the ownership aspect of the plot/land under the schemes offered by MBLDL. Furthermore, an '*Estimated Realisable Value*' which the customer/ investor is entitled to at the end of the term is mentioned in the '*Registration Certificate*'. As per the reply dated July 14, 2014 MBLDL has mobilised money from the general public towards its application for registration for plot/ commercial projects etc., and that the same is reflected in the audited financial statement for the year 2012-13 as '*Advance against Investment*'. Admittedly, MBLDL has mobilised ₹ 0.74 Crore from 323 investors/ customers. It is also admitted by MBLDL that most of the customers prefer to seek refund of the '*Estimated Realisable Value*' with the appreciation at the end of the tenure of the opted plan. In view of the aforesaid, it is clear that MBLDL is collecting funds from the '*customer(s)*'/ investors for its scheme and the contributions/funds collected from the '*customer(s)*'/ investors are pooled and utilized for the purpose of the '*scheme*' offered by

MBLDL. Hence, the instant '*schemes*' satisfy the first condition of "*pooling of contribution or payments*", 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.*

From the '*Registration letter*' issued by MBLDL to an investor, it is noted that MBLDL promises an '*estimated realizable value*' after the expiry of term. For instance, In *Plan 501* (for 5 years) for a plot size of 1500 sq.ft., if an investor invests ₹90,000/-, MBLDL is promising estimated realisable value as ₹1,80,000/- at the end of the term i.e. he/she is entitled to ₹90,000/- as returns. The '*Estimated Realisable Value*' is not approximate estimation but a definite amount that the company assures its customers on maturity date. Further, in its reply July 14, 2014, the company also admitted that most of the customer prefer to refund of 'Requisite Earnest Money' with appreciation at the end of the tenure. If any customer wishes to buy plot, he/she (customer) has to apply in writing 3 months before the end of tenure. Therefore, it is evident that the investors / customers are investing in the '*schemes*' floated by MBLDL with a view to receive profit/returns from the schemes. I therefore, find that the instant *scheme* also satisfies the second condition stipulated in Section 11AA(2) 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.*
- iv. The investors do not have day to day control over the management and operation of the scheme or arrangement.*

It is apparent from '*brochure, pamphlets application form, Expression of Interest Form, agreement and registration letter*' that contributions made by the customers/investors towards the schemes offered by MBLDL are collected by MBLDL who in turn manage these funds on behalf of investors during agreed term of Plan. It is noted from the '*Registration letter*' that the investor is not provided with details in respect of the plot/land purchased and supposed to be allotted by MBLDL in future. It is noted from the clauses of the '*General terms and conditions*' forming part of the Expression of Interest Form that the registration of application and subsequent allotment of agricultural/ residential/

commercial unit or registration as beneficiary is at the sole discretion of the company and in case the unit is not allotted or registration as beneficiary is not accepted for any reason, the applicant shall not raise any objection. Clause 4 states "*The amount received towards EOI Form to book specific type of unit or to register as beneficiary in projects will not guarantee an allotment/registration to the Applicant(s). In case the company is not able to allot unit/register as beneficiary as desired/ specified by the Applicant, the company will offer the closest equivalent of the said type of the unit/project.*" Furthermore, the following Clauses mentioned in the agreement also indicate that the property, contribution or investment forming part of the schemes is managed by MBLDL:

- **Clause 9 (Sale of Produce) -** "*Unless specifically directed otherwise by the Customer, MBLDL shall be responsible for arranging the sale of the produce, if any, out of the said agriculture land, on behalf of the Customer. For the Purposes of arranging the sale of the produce as aforesaid, MBLDL shall have the sole discretion to decide as to whether the produce shall be sold to the wholesale market and /or to semi-wholesale market, and /or to one or more marketing company of MBLDL or may decide to sell at to any other market which MBLDL may consider appropriate for the sale of a particular grade of produce.*"
- **Clause 10 (Sale Price):** "*The task of sale of the produce undertaken by MBLDL under the provision of the aforesaid Clause 9, shall be subject to the condition that depending upon the grade of the produce harvested from the said agriculture land, market conditions and other relevant factors MBLDL may decide to sell the produce at such price which it may deem fit and reasonable in the circumstances prevailing at that point of time The net sale proceeds so obtained by MBLDL from the sale of the land produce, shall be accepted as final by the customer and no dispute shall be raised in respect of the same.*"

In light of the abovementioned facts and circumstances , it is clear that the property, contribution or investment forming part of the schemes are managed by MBLDL on behalf of customers/investors and they do not have any day-to-day control over the management of the schemes. In view of above, I find that the instant schemes satisfy third and forth conditions stipulated in Section 11AA (2) of the SEBI Act.

7. The activity fund mobilization by MBLDL for allotment, development and maintenance and subsequent transfer of land, with a promise of return/"*estimated realizable value at the end of the term*", when considered in light of peculiar characteristics and features of such *schemes*, as

discussed in the preceding paragraphs, *prima facie* satisfies all four conditions specified in Section 11AA (2) of the SEBI Act. I find that MBLDL is carrying on *collective investment scheme* under the garb of sale/development of plot (s) of land.

8. In this context, it is relevant to refer to the observation of the Hon'ble Supreme Court of India in the matter of **PGF Limited & Ors. Vs. UoI & anr.** (MANU/SC/0247/2013), it was observed: "...It is imperative that the transaction of the PGF Limited vis-à-vis its customers have necessarily to be examined as to its genuineness by subjecting itself to the statutory requirement of registration with the second respondent followed by its monitoring under the regulations framed by the second respondent. All the above factors disclose that the activity of sale and development of agricultural land propounded by the PGF Limited based on the terms contained in the application and the agreement signed by the customers is nothing but a scheme/arrangement.....Such pooled funds and the units of land are part of such scheme/arrangement under the guise of development of land."
9. I note that in terms of Section 12(1B) of the SEBI Act, 1992, "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 regulations". Regulation 3 of the SEBI (Collective Investment Schemes) Regulations, 1999 ("**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 MBLDL 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 MBLDL 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.
10. It is noted that Shri Gurnek Singh (DIN-05114376), Shri Sarabjit Singh (DIN-05114404), Smt. Kuljeet Kaur (DIN-05114417), Shri Gursharanpreet Singh (DIN-06581134) and Shri Narinder Sharma (DIN-0640614). are/were the Directors who are in charge of and responsible for the day to day affairs of MBLDL.

11. Further, the activity of illegal mobilization of funds by MBLDL through its schemes, *prima facie*, amounts to a fraudulent practice in terms of Regulation 4(2)(t) of SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market), 2003 ("PFUTP Regulations").
12. Protecting the interests of the investors is the first and foremost mandate of SEBI. Under the abovementioned circumstances, SEBI has to take immediate steps to prevent activities of companies or persons defrauding the investors and damaging the orderly development of the securities market. In order to ensure that MBLDL and its Directors do not collect further funds under its schemes and to safeguard the assets acquired by MBLDL 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 investor complaints and also the fact that as such MBLDL did not submit complete details / information as sought by SEBI, I find no other alternative but to take recourse through an interim order against MBLDL and its directors/ promoters.
13. In view of the above, I, in exercise of the powers conferred upon me under sections 11(1), 11B and 11(4) of the SEBI Act, 1992 read with CIS Regulations and PFUTP Regulations, hereby direct Mark Builders & Land Developers Limited (CIN: U70109PB2011PTC035700) and its Directors viz., Shri Gurnek Singh (DIN-05114376), Shri Sarabjit Singh (DIN-05114404), Smt. Kuljeet Kaur (DIN-05114417), Shri Gursharanpreet Singh (DIN-06581134) and Shri Narinder Sharma (DIN-0640614):
- (i) *not to collect any fresh money from investors under its existing schemes;*
 - (ii) *not to launch any new schemes or plans or float any new companies to raise fresh moneys;*
 - (iii) *to immediately submit the full inventory of the assets including land obtained through money raised by MBLDL;*
 - (iv) *not to dispose of or alienate any of the properties/assets obtained directly or indirectly through money raised by MBLDL;*
 - (v) *not to divert any fund raised from public at large which are kept in bank account(s) and/ or in the custody of MBLDL;*
 - (vi) *to furnish all the information/ documents sought by SEBI vide letter dated January 17, 2014, within 15 days from the date of receipt of this order, including:*
 - (a) *Details of amount mobilised and refunded till date,*

- (b) *Scheme wise list of investors and their contact numbers and addresses,*
- (c) *PAN numbers of the aforementioned Directors and*
- (d) *Details of agents along with address, money mobilized and commission paid.*

14. This order is without prejudice to the right of SEBI to take any other action that may be initiated against MBLDL and its directors/promoters, in accordance with law.
15. The above directions shall take effect immediately and shall be in force until further orders.
16. This order shall be treated as a show cause notice and MBLDL and its directors may show cause as to why the plans/ schemes identified in this order should not be held as a '*collective investment scheme*' in terms of the Section 11AA of the SEBI Act and the CIS Regulations and 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 taken against them.
17. MBLDL and its abovementioned 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: March 17, 2015

S. RAMAN

WHOLE TIME MEMBER

SECURITIES AND EXCHANGE BOARD OF INDIA