

NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI BENCH (COURT-II)

IA. NO. 3316/ND/2020

IN

Company Petition No. (IB)-2144(ND)/2019

IN THE MATTER OF:

GAC Shipping (India) Private Limited ... Applicant/Operational Creditor
Versus

Classic Bottle Caps Private Limited **... Respondent**

AND IN THE MATTER OF IA. NO. 3316/ND/2020:

Mr. Subhash Kumar Kundra

Resolution Professional (now, Liquidator) of
Classic Bottle Caps Private Limited
C-4-E/135, Janakpuri,
New Delhi - 110058

... Applicant

Versus

1. Mr. Shiv Seth

Address: J-34, Lajpat Nagar,
New Delhi – 110024

... Respondent No. 1

2. Mr. Sanjeev Seth

Address: J-34, Lajpat Nagar,
New Delhi – 110024

... Respondent No. 2

3. Metal Crafts Bottle Seals LLP

Through Yogesh Sachdeva
Address: House No. 1291,
Sector-15, Faridabad,
Haryana – 121007

... Respondent No. 3

4. SSS Foods & Health Care Address

Through Mr. Shiv Seth
Plot No. I-39, DLF Industrial Area,
Phase 1, Faridabad, Haryana - 121003

... Respondent No. 4

Order delivered on: 21.08.2023

SECTION: 45, 49 & 66 read with Section 25(2)(j) 60(5)(a) of IBC, 2016

CORAM:

SH. ASHOK KUMAR BHARDWAJ, HON'BLE MEMBER (J)

SH. L. N. GUPTA, HON'BLE MEMBER (T)

PRESENT:

For the Applicant : Adv. Honey Satpal

For the Respondent : Adv. Anil Bimal

ORDER

PER: SH. L. N. GUPTA, MEMBER (T)

The present IA No. 3316 of 2020 is filed by Mr. Subhash Kumar Kundra, Resolution Professional (now Liquidator) (hereinafter referred to as the '**Applicant**') of Classic Bottle Caps Private Limited under Sections 45, 49 & 66 read with Section 25(2)(j) 60(5)(a) of IBC 2016 seeking the following reliefs:

- a) Allow the present application;*
- b) To direct the Respondent No. 2 & 4 to forthwith pay a sum of Rs. 69.93 lakhs (sixty nine lakhs ninety three thousand only/-) to Corporate Debtor along with interest at the rate of Rs.18% p.a.;*
- c) Alternatively, Treat the above transactions as undervalued transactions under Section 45 of the Code and transactions with intent to defraud the Creditors under Section 49 of the Code and pass necessary orders under Section 48 & 49 of the Code; and*
- d) To treat the above transaction as fraudulent transaction under Section 66(1) and direct the Respondent 1, 2 & 4 (proprietorship concern of Respondent No.1) to forthwith pay a sum of Rs.69.93 Lakhs (sixty nine lakhs ninety three thousand only/-) along with interest at the rate of Rs.18% p.a. calculated till date of passing of order under this Application as per Section 66(2);*
- e) Pass such other or further order/order(s) as may be deemed fit and proper the facts and circumstances of the instant case."*

2. Stating succinctly, the facts of the case are that the Operational Creditor, GAC Shipping (India) Private Limited filed an application bearing No. (IB)-2144(ND)/2019 under Section 9 of IBC 2016 for initiation of the CIR process against the Corporate Debtor M/s. Classic Bottle Caps Private Limited. This Adjudicating Authority vide order dated 13.02.2020 initiated the

CIR process against the Corporate Debtor and appointed Mr. Rattan Chaudhry IP as an IRP of the Corporate Debtor. Subsequently, on the recommendation of COC, he was replaced and Mr. Subhash Kumar Kundra IP was appointed as RP vide order dated 11.06.2020 of this Adjudicating authority. Further, the CD has been ordered to be liquidated and Mr. Subhash Kumar Kundra has been appointed as Liquidator. vide order dated 20.04.2022.

3. During the course of the hearing on 12.11.2021, the Applicant sought time to amend the prayers in the instant IA by deleting prayer (d) relating to Section 66 of IBC 2016. Accordingly, the applicant filed an IA-639/2022 to amend the prayers in the instant IA-3316/2020, which was allowed vide order dated 08.02.2022 of this Adjudicating Authority. The revised prayer in the instant IA-3316/2020 reads thus:

- “a) Allow the instant application;*
- b) To direct the Respondent No. 2 & 4 to forthwith pay a sum of Rs. 69.93 lakhs (sixty nine lakhs ninety three thousand only/-) to Corporate Debtor along with interest at the rate of Rs.18% p.a.;*
- c) Alternatively, Treat the above transactions as undervalued transactions under Section 45 of the Code and transactions with intent to defraud the Creditors under Section 49 of the Code and pass necessary orders under Section 48 & 49 of the Code; and*
- d) Pass such other or further order/order(s) as may be deemed fit and proper the facts and circumstances of the instant case.”*

4. It is stated by the Applicant that the Corporate Debtor (CD) is a private unlisted company incorporated on 13th April 2000 in Delhi/NCR and registered under the Registrar of Companies (NCT of Delhi) under the Companies Act, 1956. The CD is a manufacturer and exporter of Aluminium

Closures, PVC Shrink Capsules and Flexible Packaging Products produced exclusively for Wines, Sparkling Wines, Liquor, Beverages & FMCG Products.

5. The Applicant submits that Respondent No. 1 & 2 are members of the Suspended Board of Directors of the Corporate Debtor. Respondent No. 3 is a Job Work Customer of the Corporate Debtor and Respondent No. 4 is the proprietorship concern of Respondent No.1.

6. The Applicant/RP (now, Liquidator) has filed its written submissions and stated that the Corporate Debtor and Respondent No. 3 i.e., Metal Craft Bottle Seals LLP entered into the alleged unsigned and unstamped MOU on 01.04.2019 (pages 32-36 of the Application). It is further stated that-

6.1 As per clauses - 1.2, 2, 2.3, 2.5, 3.6 of the said Agreement, Respondent No. 3 was to provide the raw material and packaging material at its cost to the Corporate Debtor for the purpose of manufacturing Aluminum and other caps for the bottles. Respondent No. 3 agreed to pay consideration/charges for job work to the Corporate Debtor as per prevailing market rates mutually agreed between the parties from time to time. Further, it was also agreed that the consideration or proceeds from the Job work will be credited by R-3 to the Corporate Debtor's Account No. 512020010014588 held at City Union Bank, Karol Bagh Branch.

6.2 As per the Applicant, the R-3 made certain payments for the Job work charges to the accounts of CD, R-2, and R-4 (page 159 of Rejoinder). Out of the payments made between April 2019 to September 2019, only Rs.15,00,000/- was paid to the Corporate Debtor on 29.06.2019 for the job

work performed by it and the rest Rs.69.93 lakhs were paid to the personal accounts of R-2 who is the suspended Director and R-4 which is a proprietorship concern of Respondent No. 1.

6.3 CIRP was initiated on 13.02.2020 and Mr. Rattan Chaudhry (IBBI/IIPA-002/IP-N00325/2017-2018/10930) was appointed as IRP. Subsequently, the Applicant, who was appointed RP on 11.06.2020, took over the charge of the CD on 18.06.2020. During a visit on 18.06.2020, the Applicant observed nearly 70 workmen were working at the plant of the CD situated at Palwal. On inquiry about the work being performed at the plant, the Promoters/Ex-directors shared a copy of the alleged Agreement dated 01.04.2019 between CD and R3 on 22.06.2020 which was unsigned and unstamped. No board resolution could be provided by the Promoters.

6.4 Till the date of taking over charge by the Applicant, the operations at the CD's plant situated at Palwal were going on, there was an outstanding liability of GST of Rs.6,72,640/- and Electricity charges of Rs.4,49,061/- for the period from the commencement of CIRP till 11.06.2020. It is pertinent to mention that though liabilities were being incurred in the name of CD, no money flew into the bank account of the CD for any work performed from the commencement of CIRP till the date of taking over charge by the Applicant.

6.5 Accordingly, numerous communications were made between the Applicant and the Promoters. In the following instances, the Respondents admitted to having received the job work charges of the Corporate Debtor to the personal accounts of the promoters:

Date	Particulars	Page No.
02.07.2020	The R1 Promoter informed that R3 made payments to personal accounts of Shiv Shankar Seth and Sanjeev Set for the purpose of salary & wages distribution of employees of CD.	96-97 of Rejoinder
09.07.2020	RP conducted 3 rd meeting of CoC wherein the Promoter R1 stated that " <u>there is no operative bank account as all the accounts are either frozen or inactive, hence all the job work transactions are either routed through his/other Director's personal Bank A/cs or through adjustment of expenses</u> ". The minutes were approved in next meeting of CoC. Needless to point that there was also huge variation in stock, debtors & Job work payment	102-118 Relevant 106-107 (Rejoinder)
11.07.2022	The Promoters provided summary of payment received in various forms. Which reflected that Rs. 29,10,000/- was received by R2-Sanjeev Seth and Rs. 40,73,000/- was received by R4 SSS Food Proprietorship concern of R1 i.e. 69,83,000/- in their personal account. The R1 stated in the mail that " <u>Please note we have received excess payment from our vendor and hence request you to kindly allow us to get the workers to the plant to process and dispatch the material received from metal craft.</u> "	Page 11 Para 9/ Page 134 of Rejoinder
16.07.2020	R3 provided ledger of CD in its books which showed payment of Rs. 15 lakhs in June 2019 to the bank account of CD; which suggests	137-148 Relevant from 143
	that the bank account of the CD was operational.	(Rejoinder)
18.07.2020	R1 also provided bank statement of CD showing entry of Rs. 15 lakh received from R3 on 29.06.2019	152 (Rejoinder)
21.07.2020	R3 provided the details of the payments made to the CD, R2 and R4.	159 (Rejoinder)
25.07.2020	<u>R1 mailed to Applicant that R3 has made an excess payment to the directors in the form of an unsecured loan to make payment of salary and wages. He further goes on to state that if any amount would have been routed through the bank channel then the Bank would have adjusted it against the dues.</u>	161 (Rejoinder)

6.6 It is further submitted by the Applicant that:

(a) R1 vide his mail dated 02.07.2020 stated that R-3 paid an amount of Rs. 69.93 lakhs “as an advance payment against consideration of job work services” into the personal bank accounts of R-2 and R-4.

(b) The 3rd meeting of CoC was held on 09.07.2020, where R-1 stated that since no bank account was operational, job work charges were routed through their personal bank accounts. On the contrary, the Respondent provided the bank statement, wherein the CD received Rs. 15 lakh of job work charges on 29.06.2019.

(c) On 11.07.2020, R-1 added that invoices were generated for Rs.49,02,313/- against which R-3 made a total payment of Rs. 1.24 crores, and out of 1.24 crores, 70 lakhs were paid to the promoters.

(d) On 25.07.2020, R1 stated that he received this amount as an unsecured loan for making payment of salary and wages, if they had received it in the Bank Account, the bank would have adjusted this amount against their dues. Also, promoters never produced any document for making payment of salary and wages.

6.7 It is stated by the Applicant that all the while when payments were being made by R-3 into the personal accounts of the Promoters, the Bank Account of the CD was functioning. The Promoters admitted that they took the money into their personal accounts to defraud the creditors and if they had not done so, the Bank would have adjusted the money against the outstanding loan amount.

6.8 During the hearing held on 05.02.2021, this Hon'ble Adjudicating Authority inquired from the Respondents as to how the unsecured loan was granted to them by R-3, since no such document was placed on record by them in the replies to the Application. The Respondents for the very first time produced a signed but un-stamped job work agreement dated 01.04.2019 and a signed but un-stamped unsecured loan agreement dated 01.04.2019 by way of an additional affidavit.

7. The Respondents No. 1 and 2 filed their additional affidavit dated 13.02.2021 and stated the following:

7.1 That there existed a single arrangement between the Corporate Debtor (CD) and Respondent No. 3 - that of the Job Work Agreement dated 01.04.2019. Prior approval was duly taken from the sole financial creditor (namely, City Union Bank) and the terms of the said agreement were vetted by the said sole financial creditor.

7.2 Under the said agreement, the following transactions of receipts and expenses took place between CD and R3:

	Particulars	Amount (Rs.)	
A.	Amounts Invoiced		
	- Job work	47,53,633/-	
	- Rent	1,48,680/-	
	Total		49,02,313/-
B.	Amounts received		
	- In bank account	15,00,000/-	
	- Tax deducted at source	80,708/-	
	- Paid (on account) to utility suppliers	38,38,579/-	
	Total		54,19,287/-
C.	Net Surplus with CD (A-B)		5,16,974/-

The summary details of the Job work income and rental income are filed in Annexure - 2 (Colly). The summary details of TDS are as under:

S. No.	Vch. No. / Inv. No	Date	Amount (Rs.)
1.	75	01.07.2019	30,000
2.	144	31.08.2019	3,017
3.	205	30.09.2019	9,897
4.	237	31.10.2019	9,513
5.	282	30.11.2019	1,875
6.	319	31.12.2019	4,908
7.	373	31.01.2020	8,453
8.	399	28.02.2020	11,552
9.	404	31.03.2020	407
10.	6	30.06.2020	1,086
		Total	Rs. 80,708

7.3 The summary details of payments made to suppliers of CD on account of CD are as under:

S. No.	Date	Particulars	Vch No./ Inv. No.	Amount (Rs.)
1.	18.04.2019	Electricity Expenses	6	1,93,446
2.	07.05.2019	SHV Energy Pvt. Ltd (Rohtak)	10	1,33,535
3.	22.05.2019	SHV Energy Pvt. Ltd (Rohtak)	16	67,864
4.	24.05.2019	Electricity Expenses Payable	19	1,83,279
5.	12.06.2019	SHV Energy Pvt. Ltd (Rohtak)	27	1,39,630
6.	29.06.2019	SHV Energy Pvt. Ltd	31	72,213
7.	01.07.2019	Electricity Expenses	35	1,88,034
8.	06.07.2019	SHV Energy Pvt. Ltd (Rohtak)	41	72,887
9.	25.07.2019	Electricity Expenses	44	1,41,763
10.	30.07.2019	Guru Nanak Hospital (emergency treatment of worker)	104	75,000
11.	31.07.2019	SHV Energy Pvt. Ltd (Rohtak)	49	1,20,675
12.	06.08.2019	SHV Energy Pvt. Ltd (Rohtak)	51	1,20,675
13.	20.08.2019	SHV Energy Pvt. Ltd (Rohtak)	59	1,15,601
14.	26.08.2019	Electricity Expenses	61	2,26,151
15.	05.09.2019	SHV Energy Pvt. Ltd (Rohtak)	63	1,10,418
16.	18.09.2019	Electricity Expenses	66	2,16,562
17.	19.09.2019	SHV Energy Pvt. Ltd (Rohtak)	67	1,12,314
18.	01.10.2019	SHV Energy Pvt. Ltd (Rohtak)	74	56,370
19.	23.10.2019	Electricity Expenses	82	2,16,480
20.	18.12.2019	SHV Energy Pvt. Ltd (Rohtak)	144	1,83,634
21.	18.01.2020	SHV Energy Pvt. Ltd (Rohtak)	188	1,89,175
22.	20.01.2020	Electricity Expenses	189	1,77,426
23.	11.02.2020	SHV Energy Pvt. Ltd (Rohtak)	198	1,95,468
24.	24.02.2020	Electricity Expenses	201	2,28,245
25.	13.03.2020	SHV Energy Pvt. Ltd (Rohtak)	207	1,50,868
26.	26.05.2020	SHV Energy Pvt. Ltd (Rohtak)	1	1,50,866
		Total		Rs. 38,38,579

7.4 The above-mentioned payments were made to legitimate 3rd party utility suppliers and against legitimate expenses for the works carried out by CD. All bills were put into the custody of RP and a copy of the ledger is already on record as Annexure I (Colly) to reply in IA no. 3316/2020.

7.5 In order to ensure smooth delivery on a job-work basis, the CD was forced to take shelter under clause 2.1 of the vetted job-work agreement to request R-3 to make direct payments to utility suppliers because its bank account was overdrawn on relevant dates and any credits therein would have gotten adjusted against only one creditor to the detriment of workers and other creditors.

7.6 The said sum of Rs.15,00,000/- was received by CD on 29.06.2019. The CD received in excess a sum of Rs.5,16,974/- from R-3 under the said agreement. There was no transaction of any kind between CD and R-3 other than the job work transactions. All amounts that were receivable from R-3 under the job work agreement were duly received and accounted for in the books of CD. Further, all amounts received from R3 were utilized only in the operations of CD for payments to workmen and utility suppliers.

7.7 No money receivable by CD under the said job work agreement has been received in the accounts of R-2 & R-4. The transactions among R-2, R-3 & R-4 were separate, unrelated, and alien to the job work agreement. Such transactions were part of personal loans availed by R-2 and R-4 from R-3.

7.8 The law permits promoters to make contributions in any of the following manners:

- a) by directly injecting money into the company's account and deploying it for the company's use; alternatively
- b) by making on-account payments for the company's needs and registering a corresponding entry in the company's books of accounts.

In the instant case, promoters made their contribution by way of the latter means. Therefore, sums of Rs.29,10,000/- and Rs.40,83,000/- were personally expensed by R-2 & R-4 respectively, on account of CD and corresponding entries of unsecured loan were duly recorded in the CD's books, which are in the custody of the RP. The alternative means of making promoters' contribution was adopted due to the following reasons:

- a) The bank account of CD was frozen by the income tax authority on 18.03.2019 and the expenses were urgent to be paid.
- b) Workmen dues were piling up, and further delays would have halted factory operations. Because the bank accounts of CD were overdrawn on the above-mentioned dates, workmen dues and other urgent supplier dues were cleared in the interest of CD.

Accordingly, sums of Rs.29,10,000/- and Rs.40,83,000/- were paid by R-2 & R-4 (being promoter/promoter concerns) respectively from their personal accounts on account of the CD towards various heads of expenses of CD.

7.9 The details of amounts received from R-2 & R-4 and payments made there-against are duly reported in Tally, the custody of which is with the RP.

7.10 There was no occasion where the CD carried out job work for R-3 at rates below the prevailing market rates. Also, the RP neither asserted any such averment nor made any inquiry into prevailing market rates or presented any inquiry to assist this Hon'ble Tribunal in assessing the impugned job-work transactions against the benchmark of market rates.

7.11 No audit was carried out by RP before filing the instant application. It was only after Respondent took an objection in reply in IA-3316/2020 that auditors were appointed by the RP. No finding of such audits has still been brought before this Hon'ble Tribunal.

7.12 Therefore, the said transactions do not attract provisions contained in Ss. 45, or 48, or 49 or 66 of IBC, 2016. Further, all such payments were in actuality utilized only in CD's business operations for meeting out dues of workmen and other creditors.

8. The Respondents Nos.1, 2 & 4 have also filed their written submissions stating that in the present case, R-1 and R-2 are promoters and ex-directors of the CD and R-4 is a proprietorship concern of R-1. R-3 is an independent entity that had contracted with the CD to perform job work on the material sourced by R-3. The Respondents have further submitted the following:

8.1 By way of the present application, the following transactions are attempted to be brought into the ambit of Sections 45 and 49 of IBC 2016:

- a) those originating from Job Work Agreement (JWA) dated 01.04.2019 between CD & R-3;

- b) those originating from Loan Agreement dated 01.04.2019 between R-2 & R-3 (hereinafter LA-1); and
- c) those originating from Loan Agreement dated 01.04.2019 between R-4 & R-3 (hereinafter LA-2).

8.2 It is submitted that a joint reply on behalf of R-1, R-2 & R-4 was filed (under dy. no. 0710102077272020/1 dated 20-09-2020) and taken on record. Also, in compliance with the order dated 04-09-2020, R-1 & R-2 had filed affidavits dated 03-10-2020 (dy. no. 0710102070492020/3 dated 18-10-2020). Further, in compliance with the order dated 05-02-2021, R-1 & R-2 had filed identical additional affidavits dated 13-02-2021 on 15-02-2021 and 20-03-2021 respectively.

8.3 The JWA was executed in the ordinary course of business by the CD with R-3. Prior to its execution, the sole lender, the City Union Bank granted approval to the CD to execute the JWA by way of issuing "No Objection Certificate" (Page 17 of the additional affidavit of R2 dated 15-02-21). The validity of the JWA has been admitted by the respondent and the NOC by City Union Bank has not been rebutted. The nature of transactions proposed to be carried out under the JWA was in the ordinary course of business of the CD. The JWA neither restricted the CD from carrying out production under its own brand nor restricted it from adding more job-work customers to its portfolio. In this regard, the mere requirement was to obtain the prior consent of R-2 for adding such new job-work customers. Further, the JWA provided a transparent pricing mechanism and it did not envisage the transfer of any asset of the CD. All works carried out under the JWA are duly recorded in

great detail under the ledger for R-3 maintained by the CD in its books. All invoices, vouchers, and other documents recorded in the said ledger are in the custody of the RP. The summary of income booked under the JWA by the CD against the R-3 as extracted from the said ledger is tabulated under para 5 of the additional affidavit of R-2, which is already noted in para 7.2 above.

8.4 It follows that (a) the consideration of value for each transaction has been provided for in its books by the CD at prices stipulated in the JWA and (b) the prices stipulated in the JWA are transparent and in accordance with the prevailing market rates. There is absolutely nothing on record to dispute this. What is left to be determined is whether the consideration of value provided has been received by the CD. In this respect, regard may be had to the table reproduced in para 7.2 above. The receipts of Rs.54,19,287/- were neither denied nor disproved by the RP in any of his pleadings or subsequent affidavits. On the other side, R-2 in his additional affidavit dated 13-02-21 under para 6, 7 and 8 narrates details of each receipt recovered by the CD from R-3 under the job-work agreement. Para 7 provides the breakup of total TDS (standing at Rs. 80,708/-) against each voucher/invoice. Para 8 provides the break-up of payments made by R-3 on behalf of CD to the suppliers of CD. It is to be noted that these payments were made in accordance with the provisions of JWA. Para 8 cross-references each payment against the relevant voucher/invoice no. It is important to reiterate that all invoices, vouchers and other documents recorded in the said ledger have been put into the custody of the RP, which fact has been duly affirmed by him in his affidavit dated 27.09.21 placed before this Court under IA-2763/2020 in the present main

petition. Therefore, it follows that the entirety of the value of consideration that has been provided for by the CD in its books/ledgers has been evidently and traceably received by the CD. We have already seen that the consideration of value for each transaction has been provided for in its books by the CD at prices stipulated in the JWA and (b) the prices stipulated in the JWA are transparent and in accordance with the prevailing market rates. There is another aspect to this - no statutory audit or transaction audit was ordered to be conducted at the time of filing the present application. Both audits were ordered to be conducted only after the answering respondents raised an objection by way of their joint reply to the present application. Nevertheless, in the meanwhile, both the statutory audit and the transaction audit were got completed. However, no findings of the audits have been placed before this Hon'ble Court to support the allegations of the present application. In fact, the applicant states in his additional affidavit dated 27-09-2021 in the present application that the transaction audit report has been filed in support of IA-4382/2021, which application is made under the provisions of s. 66 of the Code.

8.5 The LA-2 transactions were carried out under the Loan Agreement executed between R-4 & R-3 on 01.04.2019. The loan agreement runs on pages no. 28-31 of the additional affidavit of R-2 dated 13-02-2021. The execution and validity of the loan agreement have been admitted by all the respondents. It is pertinent to note that R-4 is an independent proprietorship concern of R-1 who is the erstwhile promoter of CD. It is also important to note that the CD was suffering financial distress at the time. In view of the

three-year tenure of the JWA, which in itself was brought into force on the production strengths of the CD, R-3 agreed to grant an unsecured loan to R-4 for a sum of Rs.50,00,000/- repayable on the terms stipulated in the loan agreement. As submitted under para 18 of the additional affidavit of R-2 a sum of Rs.40,83,000/- was availed under the loan agreement. Further, the proceeds were utilized by R-4 towards paying out the dues of several operational creditors of the CD and the manner of utilization has been stated by the R-1 in the affidavit dated 03-10-2020 dated 18-10-2020. The expense of Rs.40,83,000/- incurred by the R-4 on behalf of the CD has been duly recorded in the ledgers of the CD. It is submitted that the factum of expense personally incurred by R-4 on behalf of the CD and the documentary evidence available in respect thereof same has neither been denied nor disproved by the RP. Therefore, the bona fide of the LA-2 transactions is made out, particularly when there is nothing adverse has been reported in the transaction audit. It is clear that there is nothing in the transaction report to support the contentions of the present application otherwise the same would have been put forth for the purposes of rebuttal. It is important to note that the JWA transactions have been proven to have been concluded in a fair manner.

8.6 Having regard to provisions of sections 45-49 of the Code along with regulations framed thereunder, it is clear that the scheme envisages a formulation of determination on the part of a resolution professional, which is distinct from an opinion. Sub-regulation (1) of Regulation 35-A requires the RP to form an opinion on whether the corporate debtor has been subjected to

any transaction covered under sections 43, 45, 50 or 66. Once such an opinion is made, sub-regulation (2) of Regulation 35-A requires the RP to make a determination. Clearly, a difference has been carved between opinion and determination. The opinion has to cross the hurdle of determination before an application can be preferred before the adjudicating authority.

9. The RP too filed its Affidavit in compliance with the order dated 05.02.2021 stating the following –

9.1 The tally record provided by the promoters only had entries up to 17.03.2020. There was no data to show what work was performed at the factory premises of the CD since the insolvency commencement date against which liabilities of GST and electricity dues were generated and remained unpaid. It is reiterated that even after operating the factory of the Corporate Debtor, not a single penny was received by the CD rather, on the contrary, a liability of Rs.6,72,640/- towards GST and Rs. 4,49,061/- towards electricity charges was accrued by the CD.

9.2 Respondent No. 1 admitted this fact in his evasive reply dated 02.07.2020 that the Metal Craft (R-3) made payments to Mr. Shiv Seth's Proprietorship concern (R-4) and Sanjeev Seth (Suspended Directors/R-2) in their personal accounts as advance payment towards job work charges. For most of the information sought, the promoter replied either no records were maintained by the CD or information is at the factory and the RP may find on its own. The promoters admitted that no secretarial records of the Company

were maintained such as minutes of meetings, inventory list and FAR, and other statutory records a company needs to maintain under law.

9.3 In the third meeting of the CoC conducted on 09.07.2020, the promoter/R1 admitted to receiving the money in his personal account. The relevant extracts of the discussion are reproduced below:

“4. The Chairperson informed the CoC Members that on the visit to the Factory at Palwal on June 18th, 2020, it was observed that the Job-work was being carried and around 70 workers/ employees were working in the Factory. The team of the RP enquired from the Suspended Board of Directors to inform of the particulars of all parties on whose behalf the Corporate Debtor is performing the Job Work and to detail the volume of the work that Corporate Debtor carries per month.

5. It was further enquired how the sale proceeds of the Job-work charges are being routed and through which Bank A/C.

6. Mr. Shiv Seth, Member of the Suspended Board of Directors informed that there is no operative Bank A/C as all the accounts are either frozen or inactive, hence all the Job Work Transactions are either routed through his/ other Directors Personal Bank A/cs or through adjustment of expenses.

The undersigned further updated the CoC members that there is a huge difference between the figures recorded in the tally of the CD and the statements provided by CD to the Bank.

9.4 Further Respondent No. 1 himself vide e-mail dated 25.07.2020, informed the RP as follows:

*“2. As explained earlier, the payments made by the metal craft are either made directly to meet the cost of electricity or gas expenses for the factory and **balance payment has been made to the promoters and***

sister concern to meet the expenses for salary and other expenses payment of the company. In fact, they have made excess payments to us in the shape of an unsecured loan on personal basis. In a way the directors have taken on personal liability to reduce the liability on the company. Tally ledgers of Mr. Sanjeev Seth and SSS Foods have been attached for your perusal which were shared earlier also. The proceeds against the Job Work were routed as above because if any amount is deposited in the bank account of the company the same would have got adjusted against the dues and we would not have money to make payment for salary etc.”

9.5 When a payment of Rs.15,00,000/- could be received from the R-3 directly into the account of the CD on 29th June 2019, there was no reason as to why the remaining proceeds against the job work were routed through the accounts of the promoter or the sister concern.

9.6 The Respondents/Promoters changed their stance, from their statement that money was taken into their personal account since the bank accounts of Corporate Debtor were frozen, in the third meeting of CoC on 09.07.2020 to that the money was taken in the form of an unsecured loan by the promoters from R-3 because if the amount was taken in the bank account of the company, the same would have been adjusted against the dues of the Bank.

9.7 The Respondents/Promoters could not produce any unsecured loan agreement with R-3 i.e., Metal Craft Bottle Seals LLP nor could they mention when such an agreement was entered into. Only after the order dated 05.02.2021 of this Tribunal, R-1 vide his mail dated 12.02.2021 provided loan agreements between R-3 and Respondents No. 2 & 4. The R-3 also filed an

additional affidavit, which was served upon the RP's counsel on 11.08.2021.

The RP states that R-3 vide its affidavit submitted as follows:

- a) R-3 agreed to grant a loan of Rs. 85,00,000/- to promoter and promoter entities (the affidavit mentions Rs. 85,000/-);
- b) That a loan agreement dated 01.04.2019 was entered by and between R-2 i.e., Sanjeev Seth and R-4 i.e., SSS Foods & Health Care for Rs. 50,00,000/- and a loan agreement dated 01.04.2019 was entered by and between R-3 i.e., Metal Craft and R-2 i.e. Sanjeev Seth;
- c) However, the R-3 provided (as annexure) only one loan agreement dated 01.04.2019 between R-3 and R-4 for Rs. 50,00,000/-;
- d) No agreement of Rs. 35,00,000/- with R-2 is annexed with the additional affidavit;
- e) The loan carries an interest @15% per annum payable at an annual rate however, there is nothing on record to show that the said interest was being paid;
- f) The agreement is not stamped.
- g) The sum was disbursed by R-3 to R-2 & R-4 so that the same may be deployed to clear overdue and critical wages, salaries, utility expenses, etc. However, this is contrary to the stand taken by the Respondents/Promoters, since the promoters adjusted the personal loan liability amount against the consideration of the

Job Work for the Corporate Debtor. It is submitted that vide mail dated 11.07.2020 the R-1 stated that the CD has received excess payment from R-3. The relevant extract of the mail is reproduced herein below:

Summary

<i>Invoices raised by Classic Bottle Caps.</i>		
<i>Particulars</i>	<i>Amount</i>	<i>Remarks Job</i>
<i>Work Charges</i>	<i>47,53,633</i>	
<i>Rent</i>	<i>1,48,680</i>	
<i>Total (A)</i>	<i>49,02,313</i>	
<i>Payment Made By Metal Craft Classic Bottle Caps</i>	<i>38,38,579</i>	<i>Payment against Job work for Gas & Electrical Expense</i>
<i>Classic Bottle Caps</i>	<i>15,80,708</i>	<i>Payment against Job Work Payment and TDS Deducted</i>
<i>Sanjeev Seth</i>	<i>29,10,000</i>	<i>For payment Salary & other Expenses</i>
<i>SSS Foods</i>	<i>40,73,000</i>	<i>For payment Salary & other Expenses</i>
<i>Total (B)</i>	<i>12402287</i>	<i>Grand</i>
<i>Total (A -B) = C</i>	<i>-7499974</i>	

9.8 It is submitted that R-3 did not produce any job work orders and invoices raised by the CD against which consideration was paid and/or adjusted. It is further submitted that if the amount received by Promoters has been adjusted to the consideration of job work then the same should have been credited to the Corporate Debtor and personal liability of the promoters cannot be adjusted against the consideration due to the Corporate Debtor.

10. We heard the submission of both the parties and perused the pleadings on record including the written submissions and additional affidavits of all the parties. The R-3 neither filed its reply nor written submissions. Hence, it is presumed that R-3 has nothing to say in the matter and is proceeded ex parte. It is contended by the Applicant that the CD was carrying out Job Work for

the R-3 pursuant to one Memorandum of Understanding (MoU) dated 01.04.2019 executed by and between R-3 and the CD.

11. It is the contention of the Applicant that R-3 made the following payments (except the one which is mentioned at Sr. No. 1) for the job work done by the CD between 02.04.2019 and 13.08.2019 to the accounts of the Respondents:

Sr. No.	Cheque No.	In favor of	Date	Amount	Drawn On	Debited On
1	156748	Classic Bottle Caps Pvt Ltd	29.06.2019	15,00,000/-	Indian Bank	29.06.2019
2	202751	SSS Foods & Health Care (R4)	02.04.2019	12,00,000/-	Indian Bank	02.04.2019
3	156793	SSS Foods & Health Care (R4)	26.08.2019	14,75,000/-	Indian Bank	26.08.2019
4	156823	SSS Foods & Health Care (R4)	23.09.2019	4,08,000/-	Indian Bank	23.09.2019
5	156735	Mr. Sanjeev Seth (R2)	30.05.2019	6,00,000/-	Indian Bank	30.05.2019
6	156736	Mr. Sanjeev Seth (R2)	06.06.2019	7,60,000/-	Indian Bank	06.06.2019
7	156771	Mr. Sanjeev Seth (R2)	29.07.2019	12,50,000/-	Indian Bank	29.07.2019
8	156782	Mr. Sanjeev Seth (R2)	08.08.2019	2,00,000/-	Indian Bank	08.08.2019
9	156783	Mr. Sanjeev Seth (R2)	13.08.2019	1,00,000/-	Indian Bank	13.08.2019

The Applicant has further stated that only Rs.15,00,000/- were credited to the account of the Corporate Debtor and the rest amount of Rs.69.93 lakhs was paid to the personal accounts of R-2 (Mr. Sanjeev Seth, Suspended Director of the CD) and R-4 (proprietorship concern of R-1).

12. The Respondents have justified withholding the amount of Rs.69.93 lakhs on the ground that prior to the execution of the Agreement dated

01.04.2019, the “No objection Certificate” was obtained by them from the sole creditor of CD i.e., City Union Bank.

13. In order to examine this contention of the Respondent, we would like to peruse the “No Objection Certificate” (as placed by the Respondents) given by the sole creditor of CD i.e., City Union Bank, which reads thus:


ANNEXURE - C

CITY UNION BANK

Keitron Chambers :
18/7, W.E.A. Arya Samaj Road,
Karol Bagh, New Delhi-110 005
E-mail : cub102@cityunionbank.in
Website : www.cityunionbank.com
Ph.: 28758696, 9350838906 Fax: 28755242

(47)

Date : 10.05.2019



To
M/s Classic Bottle Caps Pvt Ltd
1-39, D.I.E. Industrial Area
Phase I,
Faridabad
Haryana - 121003

Dear Sir

Ref: NOC for JOB Work to be done for M/s.Metal Craft Bottle Seals LLP

With reference to your letter dated 19.02.2019, our Cental Office has permitted for doing JOB WORK for M/s. Metal Craft Bottle Seals LLP with its office at 14/3, Mathura Road, Faridabad 121003 with the subject to terms & Conditions mentioned below :

- Entire Business Transactions should be routed through CC account No. 512020010014588 maintained with City Union Bank Ltd, Karol Bagh.
- Current Account with all other banks should be closed.
- Stocks should be demarcated from the stock received from M/s.Metal Craft Bottle Seals LLP for Job Work and Board should be placed for the stocks Hypothecated to us.

Thanking you

For City Union Bank Ltd.
Branch Manager

Terms and Conditions Agreed

For M/s Classic Bottle Caps Pvt Ltd

For M/s.Metal Craft Bottle Seals LLP
For METALCRAFT BOTTLE SEALS LLP

METALCRAFT

Regd. Office: 149, T.S.R. Big Street, Kumbakonam - 612 001.
Ph.: (0435) 2402322, 2401622, 2402401510, Fax (0435) 2431746
E-mail: cc@cityunionbank.com | Website: www.cityunionbank.com

On perusal of the abovementioned NOC, it is observed that the Bank’s letter dated 10.05.2019 **is of a later date** than the execution of the MOU dated 01.04.2019. Further, the Bank’s NOC dated 10.05.2019 specifies that the **“Entire Business Transaction should be routed through the CC Account No. 512020010014588”** only. However, the same has not happened in this

case, rather the transactions were routed through the personal accounts of R-2 and R-4. Therefore, the Bank's NOC, which is of subsequent date, nowhere justifies Respondents No. 2 and 4 to withhold the amount of Rs.69.93 lakhs, which was owed to the Corporate Debtor. **Hence, this argument of the Respondents is far from the truth and therefore, cannot be relied upon.**

14. Nevertheless, it is contended by the Respondent that sums were paid by R-2 & R-4 (being promoter/promoter concerns) respectively, from their personal accounts on account of CD towards various heads of expenses of CD. Details of the said expenses have been submitted before this Adjudicating Authority by way of Affidavits in compliance with the order dated 04.09.2021, which are reproduced below, at the cost of repetition -

S. No.	Date	Particulars	Vch No./ Inv. No.	Amount (Rs.)
1.	18.04.2019	Electricity Expenses	6	1,93,446
2.	07.05.2019	SHV Energy Pvt. Ltd (Rohtak)	10	1,33,535
3.	22.05.2019	SHV Energy Pvt. Ltd (Rohtak)	16	67,864
4.	24.05.2019	Electricity Expenses Payable	19	1,83,279
5.	12.06.2019	SHV Energy Pvt. Ltd (Rohtak)	27	1,39,630
6.	29.06.2019	SHV Energy Pvt. Ltd	31	72,213
7.	01.07.2019	Electricity Expenses	35	1,88,034
8.	06.07.2019	SHV Energy Pvt. Ltd (Rohtak)	41	72,887
9.	25.07.2019	Electricity Expenses	44	1,41,763
10.	30.07.2019	Guru Nanak Hospital (emergency treatment of worker)	104	75,000
11.	31.07.2019	SHV Energy Pvt. Ltd (Rohtak)	49	1,20,675
12.	06.08.2019	SHV Energy Pvt. Ltd (Rohtak)	51	1,20,675
13.	20.08.2019	SHV Energy Pvt. Ltd (Rohtak)	59	1,15,601
14.	26.08.2019	Electricity Expenses	61	2,26,151
15.	05.09.2019	SHV Energy Pvt. Ltd (Rohtak)	63	1,10,418
16.	18.09.2019	Electricity Expenses	66	2,16,562
17.	19.09.2019	SHV Energy Pvt. Ltd (Rohtak)	67	1,12,314
18.	01.10.2019	SHV Energy Pvt. Ltd (Rohtak)	74	56,370
19.	23.10.2019	Electricity Expenses	82	2,16,480
20.	18.12.2019	SHV Energy Pvt. Ltd (Rohtak)	144	1,83,634
21.	18.01.2020	SHV Energy Pvt. Ltd (Rohtak)	188	1,89,175
22.	20.01.2020	Electricity Expenses	189	1,77,426
23.	11.02.2020	SHV Energy Pvt. Ltd (Rohtak)	198	1,95,468
24.	24.02.2020	Electricity Expenses	201	2,28,245
25.	13.03.2020	SHV Energy Pvt. Ltd (Rohtak)	207	1,50,868
26.	26.05.2020	SHV Energy Pvt. Ltd (Rohtak)	1	1,50,866
		Total		Rs. 38,38,579


15. We have gone through the affidavit and observe that only the Bank Statement of R-4 i.e., "SSS Foods & Health Care Address" has been placed on record. Therefore, we would like to examine the same to ascertain whether any payment as claimed to have been made in the aforesaid table to the vendors of CD is reflected in the Bank Statement of R-4. The Bank Statement reads thus:

Annexure - 6 (Colly.)

(34)



M/S. SSS FOODS AND HEALTH CARE
 U9 PHASE I
 DLF INDL AREA
 FARIDABAD 121003
 HARYANA INDIA
 JOINT HOLDERS



Account Branch : GREEN FIELDS COLONY
 Address : HDFC BANK LTD
 SCO-B-212, GREEN FIELDS COLONY,
 DIST - FARIDABAD
 FARIDABAD 121003
 City : HARYANA
 Phone no : 011-61600161
 CD Limit : 0.00
 Currency : INR
 Email : 4441eeh@hdfcbank.com
 Cust ID : 128016664
 Account No : 90290034793720 C/AGEN
 12/11/2019
 Account Status : Regular
 RTGS/NEFT/FCI : HDFC0092535 MICR : 110240306
 Branch Code : 2555 Product Code : 256

Form 01/04/2019 To : 31/03/2020

Statement of account

Date	Narration	Chq./Ref.No.	Value Dt	Withdrawal Amt.	Deposit Amt.	Closing Balance
02/04/19	NEFT CR-IBIB000F001-METALCRAFT BOTTLE SE ALS LLP-SSS FOODS AND HEALTH CARE-IBIBH 9092191772	IBIBH19092191772	02/04/19		1,200,000.00	1,228,503.50
03/04/19	RAJENDER SINGH - CHQ PAID - GREEN FIELDS	000000000000058	03/04/19	500,000.00		728,503.50
04/04/19	RAJENDER SINGH - CHQ PAID - GREEN FIELDS	000000000000059	04/04/19	400,000.00		328,503.50
05/04/19	RAJENDER - CHQ PAID - GREEN FIELDS	000000000000060	05/04/19	300,000.00		28,503.50
08/04/19	CASH DEP GREEN FIELDS	000000000000000	08/04/19		250,000.00	278,503.50
09/04/19	CT-SHYNORTH:03302-SHY ENERGY PRIVATE LJM ITED-NOR	090000000000065	09/04/19	250,509.00		27,994.50
18/04/19	02941000056591-TPT-SELF	0000000329004922	18/04/19	25,000.00		2,994.50
30/04/19	CASH DEP LAJFAT NAGAR	000000000000000	30/04/19		50,000.00	52,994.50
30/04/19	02941000056591-TPT-SELF	0000000140516487	30/04/19	50,000.00		2,994.50
07/06/19	RTGS CR-UBIN0541214-SANJEEV SETH-SSS FOO DS AND HEALTH CARE-UBINR2201906670041424	UBINR22019066700	07/06/19		755,000.00	757,994.50
07/06/19	RAJINDER SINGH - CHQ PAID - GREEN FIELDS	000000000000065	07/06/19	755,000.00		2,994.50
29/06/19	RTGS CR-CIUB0000102-SSS FOODS HEALTH C ARE-SSS FOODS AND HEALTH CARE-CIUBR52019 062900304314	CIUBR52019062900	29/06/19		390,000.00	392,994.50
29/06/19	SELF - CHQ PAID - GREEN FIELDS	000000000000067	29/06/19	390,000.00		2,994.50
01/07/19	RTGS CR-UTIB0000007-CLASSIC CAPS-SSS FOO DS AND HEALTH CARE-UTIBR5201907010068822	UTIBR52019070100	01/07/19		386,000.00	388,994.50
01/07/19	Q84D7707112016-BILLDKDKAKSHINHARYANA	0000191823156675	01/07/19	22,613.00		366,381.50
01/07/19	02941000056591-TPT-HFLLO	0000000191375466	01/07/19	360,000.00		5,981.50
05/07/19	AQB SER CHGS INC GST APR-JUN2019-MFR1918 628728344	MFR1918628728344	05/07/19	2,432.00		3,149.50
29/07/19	RTGS CR-UBIN0562106-VIHAAN METALS P LT D-SSS FOODS AND HEALTH CARE-UBINR2201907 2900325906	UBINR22019072900	29/07/19		573,199.00	576,348.50

HDFC BANK LIMITED
 This statement includes funds with debit for credit and vice versa. Funds
 credited to this statement will be considered correct if received within 30 days of receipt of statement. The address of this branch is that on record with the Bank as at the date of reporting.
 State account Branch GSTIN: 0664 AC 12702H 124
 *SBI Bank GSTIN number details are available at https://www.sbi.bank.com/gst-in. For more details, visit www.sbi.bank.com
 Registered Office Address: HDFC Bank Pl. 6th Floor, Sector 19, Gurgaon, Haryana 122002

[Signature]
TRUE COPY

Statement of Account

Date	Narration	Chq./Ref.No.	Value Dt.	Withdrawal Amt.	Deposit Amt.	Closing Balance
02.04.19	NEFTCR- IDIB000F001-METAL CRAFT BOTTLE SEALS LLP -SSS FOODS AND HEALTH CARE -IDBIH 9092191772	IDIBH19092191772	02.04.19		1200000. 00	122850 3.50
03.04.19	RAJENDER SINGH - CHQ PAID- GREEN FIELDS	0000000000000058	03.04.19	500000.00		728503 .50
04.04.19	RAJENDER SINGH - CHQ PAID- GREEN FIELDS	0000000000000059	04.04.19	400000.00		328503 .50
05.04.19	RAJENDER SINGH - CHQ PAID- GREEN FIELDS	0000000000000063	05.04.19	300000.00		28503. 50
08.04.19	CASH DEP GREEN FIELDS	0000000000000000	08.04.19		250000.0 0	278503 .50
09.04.19	FT- SHVNORTH03302- SHV ENERGY PRIVATE LIMITED- NOR	0000000000000065	09.04.19	250909.00		27594. 50
18.04.19	02941000056591- TPF-SELF	0000000329004922	18.04.19	25000.00		2594.5 0
30.04.19	CASH DEP LAJPAT NAGAR	0000000000000000	30.04.19		50000.00	52594. 50
30.04.19	02941000056591- TPF-SELF	0000000140516487	30.04.19	50000.00		2594.5 0

07.06.19	RTGS CR- UBIN054121- SANJEEV SETH-SSS FOODS AND HEALTH CARE UNIMR22019060700 414248.	UBINR220490607004 14248	07.06.19		755000.0 0	757594 .50
07.06.19	RAJENDER SINGH - CHQ PAID- GREEN FIELDS	0000000000000066	07.06.19	755000.00		2594.5 0
29.06.19	RTGS CR CIUB0000102-SSS FOODS HEALTH CARE -SSS FOODS AND HEALTH CARE - CIUB5201906290030 4314	CLUBR52019062903 304314	29.06.19		390000. 00	392594 .50
29.06.19	SELF- CHQ PAID- GREEN FIELDS	0000000000000006 7	29.06.19	390000.00		2594.5 0
01.07.19	RTGS CR- UTIB0000007 - CLASSIC CAPS -SSS FOODS AND HEALTH CARE - UTIBR520190701006 88222	UTIBR52019070100 688222	01.07.19		386000. 00	388594 .50
01.07.19	QHDF7707312016/BI LLDKDAK SHIN HARYANA	0000191823156675	01.07.19	22613.00		365981 .50
01.07.19	02941000056591- TPT – HELLO	0000000191375466	01.07.19	360000.00		5981.5 0

34D

08.07.19	AQB SER CHGS INC GST APR. JUN 2019- MIR 1918628728344	MIR1918628728344	08.07.19	2832.00		3149.5 0
29.07.19	RTGS CR UBIN0562106- VIHAAN METALS P Ltd- SSS FOODS AND HEALTH CARE - UBINR22019072900 325906	UBINR22019072900 325906	29.07.19		573199.0 0	576348 .50

Annexure - 6 (Colly.)

(34)

Page No. 1



M/S. SSS FOODS AND HEALTH CARE
 139 PHASE 1
 DLF INDL AREA
 FARIDABAD 121003
 HARYANA INDIA
 JOINT HOLDERS



Account Branch: GREEN FIELDS COLONY
 Address: HDFC BANK LTD
 SCO-B-212, GREEN FIELDS COLONY,
 DIST - FARIDABAD
 FARIDABAD 121003
 City: FARIDABAD
 State: HARYANA
 Phone no: 011-61600161
 Old Limit: 0.00
 Currency: INR
 Email: 449988@hdfcbank.com
 Cust ID: 118816664
 Account No: 90290034783720 CAGEN
 A/C Open Date: 12/11/2018
 Account Status: Regular
 RTGS/NEFT/NC: HDFC0002535 MICR: 110240306
 Branch Code: 2535 Product Code: 256

From: 01/04/2019 To: 31/03/2020

Statement of account

Date	Narration	Chq./Ref.No.	Value Dt	Withdrawal Amt.	Deposit Amt.	Closing Balance
02/04/19	NEFT CR-IBIB000F001-METALCRAFT BOTTLE SE ALS LLP-SSS FOODS AND HEALTH CARE-IBIBH1 9092191772	IBIBH19092191772	02/04/19		1,200,000.00	1,228,503.50
03/04/19	RAHENDER SINGH - CHQ PAID - GREEN FIELDS	00000000000058	03/04/19	500,000.00		728,503.50
04/04/19	RAJENDER SINGH - CHQ PAID - GREEN FIELDS	00000000000059	04/04/19	400,000.00		328,503.50
05/04/19	RAJENDER - CHQ PAID - GREEN FIELDS	00000000000063	05/04/19	300,000.00		28,503.50
08/04/19	CASH DEP GREEN FIELDS	00000000000000	08/04/19		250,000.00	278,503.50
09/04/19	FT-SHYNORTH:03302-SHY ENERGY PRIVATE LIM ITED-NOR	090000000000065	09/04/19	250,909.00		27,594.50
18/04/19	02941000056591-TPT-SELF	0000000329001922	18/04/19	25,000.00		2,594.50
30/04/19	CASH DEP LAJPAT NAGAR	00000000000000	30/04/19		50,000.00	52,594.50
30/04/19	02941000056591-TPT-SELF	0000000140516487	30/04/19	50,000.00		2,594.50
07/06/19	RTGS CR-UBIN0541214-SANJEEV SETH-SSS FOO DS AND HEALTH CARE-UBINR2201906070041424	UBINR22019060700 414248	07/06/19		755,000.00	757,594.50
07/06/19	RAJINDER SINGH - CHQ PAID - GREEN FIELDS	000000000000065	07/06/19	755,000.00		2,594.50
29/06/19	RTGS CR-CIUB000102-SSS FOODS HEALTH C ARE-SSS FOODS AND HEALTH CARE-CIUBR52019 082900304314	CIUBR52019062900 304314	29/06/19		390,000.00	392,594.50
29/06/19	SELF - CHQ PAID - GREEN FIELDS	000000000000067	29/06/19	390,000.00		2,594.50
01/07/19	RTGS CR-UTIB000007-CLASSIC CAPS-SSS FOO DS AND HEALTH CARE-UTIBR5201907010068822	UTIBR52019070100 688222	01/07/19		386,000.00	388,594.50
01/07/19	QHD07707112016/BILLDKDKASHINHARYANA	000191823156675	01/07/19	22,613.00		365,981.50
01/07/19	02941000056591-TPT-HELLO	0000000191375466	01/07/19	360,000.00		5,981.50
06/07/19	AQB SER CHGS INC GST APR-JUN2019-MFR1918 628728344	MFR1918628728344	06/07/19	2,432.00		3,149.50
29/07/19	RTGS CR-UBIN0562106-VIHAAN METALS P LT D-SSS FOODS AND HEALTH CARE-UBINR2201907 2900325906	UBINR22019072900 325906	29/07/19		573,199.00	576,348.50

HDFC BANK LIMITED

Balance forward includes funds from closed (or) held and unclaimed fund.
 Items of this statement will be considered correct if no voice is reported within 30 days of receipt of statement. The address on this statement is that on record with the Bank as at the date of preparing
 the statement.
 For account branch GSTIN: 06AAACH1292H124
 For Bank GSTIN number details are available at <https://www.hdfcbank.com/personal/making-payments/rtgs-ncft-pay-need-to-know>
 Branch Code: 2535 Product Code: 256

[Signature]
TRUE COPY

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M/S. SSS FOODS AND HEALTH CARE
 (19 PHASE I)
 DLF INDL AREA
 FARIDABAD (21003)
 HARYANA INDIA
 JOINT HOLDERS :

Account Branch : GREEN FIELDS COLONY
 Address : HDFC BANK LTD
 SEC-B-212, GREEN FIELDS COLONY,
 DIST - FARIDABAD
 (City : FARIDABAD 121003
 State : HARYANA
 Phone no. : 011-61806161
 OD Limit : 0.00
 Currency : INR
 Email : shivseth@hdfccaps.com
 Card ID : 119816664
 Account No : 30200034783720 CAGEN
 A/C Open Date : 12/11/2018
 Account Status : Regular
 RTGS/NEFT FSC : HDFC0002535 MKCR : 110240106
 Branch Code : 2535 Product Code : 256

Nomination : Not Registered

From : 01/04/2019 To : 31/03/2020

Statement of account

Date	Description	Debit	Credit	Balance
29/07/19	NEFT DR-PUNB0077800-A1 CLASSIC FLEXIPACK PRIVATE LIMITED-NETBANK, MUM-N210190886 302535-VENDOR PAYMENT	500,000.00		76,348.50
29/07/19	02941000056591-TPT-SHIV SETH	66,348.50		10,000.00
12/08/19	RTGS CR-YESB0000038-VIHAAN METALS-SSS FOODS AND HEALTHCARE-YESBR5201908178588763		300,000.00	310,000.00
17/08/19	02941000056591-TPT-SHIV	300,000.00		10,000.00
20/08/19	NEFT CR-UBIN0562106-VIHAAN METALS P LT D-SSSFOODSHEALTHCARE-000027719367		33,062.00	43,062.00
22/08/19	02941000056591-TPT-HELLO	38,062.00		5,000.00
26/08/19	RTGS CR-IDIB000R01-METALCRAFT BOTTLE SE ALE LLP SSS FOODS AND HEALTH CARE-IDIBR52019082618963442		1,475,000.00	1,480,000.00
27/08/19	RAJENDER SINGH - CHQ PAID - GREEN FIELDS	900,000.00		580,000.00
27/08/19	NEFT DR-IBKL0000343-DEVENDER SINGH-NETBA NK, MUM-N239190910440408-DEVENDER SALARY	18,000.00		562,000.00
27/08/19	NEFT DR-SBIN0021157-RAJESH KUMAR-NETBANK, MUM-N239190910440639-RAJESH SALARY	28,000.00		534,000.00
27/08/19	NEFT DR-UBIN0541214-DURGA PURI GOSWAMI-N ETBANK, MUM-N239190910440904-DURGAPURI S ALARY	47,391.00		486,609.00
27/08/19	NEFT DR-ICIC0001842-RAMESH YADAV-NETBANK, MUM-N239190910468144-RAMESH SALARY	23,707.00		462,902.00
27/08/19	NEFT DR-ICIC0001842-YASHWANT SINGH RAWAT -NETBANK, MUM-N239190910477743-RAWAT SALARY	43,000.00		419,902.00
27/08/19	NEFT DR-ICIC0003083-RAJENDER SINGH-NETBA NK, MUM-N239190910473053-BHANDARI SALARY	47,100.00		372,802.00
27/08/19	NEFT DR-PUNB0317900-ISHAAN PANDIA-NETBAN K, MUM-N239190910470337-ISHAAN SALARY	26,134.00		346,668.00
27/08/19	02941000056591-TPT-SHIV SETH	341,666.00		0.00

HDFC BANK LIMITED

This folio balance includes fund-credit for hold and unheld funds.
 If there is any discrepancy in this statement, it will be considered as per the statement as reported in the branch. The address of this statement is that on record with the Bank as at the day of reporting.
 For Accountant
 Help request branch GSTIN:06AAACH2702H1274
 If you have any queries, please contact us at 1800-121-1212 or visit our website at www.hdfcbank.com. For more information, please contact your branch manager.
 For Complaints: 1800-121-1212 or visit our website at www.hdfcbank.com. For more information, please contact your branch manager.
 For Complaints: 1800-121-1212 or visit our website at www.hdfcbank.com. For more information, please contact your branch manager.

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We understand your world

M/S SSS FOODS AND HEALTH CARE
1ST PHASE I
DLF INDL AREA
FARIDABAD 121003
HARYANA INDIA
JOINT HOLDERS



Account Branch GREEN FIELDS COLONY
Address HDFC BANK LTD
S/O B 212, GREEN FIELDS COLONY,
D/N 1 FARIDABAD
FARIDABAD 121003
HARYANA
City
State
Phone no 011 6160161
GD Limit 0.00
Currency INR
Email shreshth@hdfcbank.com
Cust ID 118875664
Account No 50200134784720 C/AGEN
A/C Open Date 12/11/2018
Account Status Regular
RTGS-NFT IISR HDFC0002545 MICR: 110240106
Branch Code 2335 Product Code 256

Nomination - Not Registered

From	To	Statement of account			
27/09/19	31/03/2020				
NEFT CR-PUNB0017900 ISHAAN PAHUSA-SSS FO ODS AND HEALTH CARE-PNBH192391227254		PNBH192391227254	27/09/19	26,136.00	31,136.00
28/09/19					
NEFT DR-ICIC0006303-RAJENDER SINGH-NETBA NK, MUM-N240190911492649-ISHAAN SALARY		N240190911492649	28/09/19	30,000.00	1,136.00
01/09/19					
RTGS CR-UBIN0562106-VIHAAN METALS P LT D-SSSFOODSANDHEALTHCARE-UBINR2201906590 299631		UBINR2201906590	05/09/19	293,276.00	294,412.00
05/09/19					
02941930011931-TPT-SALARY		000000216940830	05/09/19	175,000.00	119,412.00
05/09/19					
NEFT DR-PUNB0077800-RAJENDER SINGH-NETBA NK, MUM-N248190920065707-CLASSIC EXPENSE		N248190920065707	05/09/19	30,000.00	89,412.00
05/09/19					
0294100056591-TPT-HELLO		0000000216987245	05/09/19	98,412.00	1,000.00
06/09/19					
0294100056591-TPT-HELLO		0000000129809010	06/09/19	25,000.00	26,000.00
06/09/19					
NEFT DR-SCBL0036001-SANJEEV SETH-NETBANK MUM-N249190921005294-SETTLEMENT SANJEE V		SCBL0036001	06/09/19	25,000.00	1,000.00
13/09/19					
0294100056591-TPT-HELLO		0000000204599907	13/09/19	40,000.00	41,000.00
13/09/19					
JMPS 925615184528-RAJENDER SINGH-PUNB-XX XXXXXXXXXX7780 CLASSIC EXPENSE		0000925615184528	13/09/19	40,000.00	1,000.00
13/09/19					
NEFT CR-UBIN0562106-VIHAAN METALS P LT D-SSS FOODS AND HEALTHCARE-000034846944		000000034846944	13/09/19	140,000.00	141,000.00
13/09/19					
02941930011931-TPT-RETURN		000000030826298	13/09/19	60,000.00	81,000.00
14/09/19					
0294100056591-TPT-HELLO		0000000102545011	14/09/19	75,000.00	6,000.00
16/09/19					
0294100056591-TPT-HELLO		0000000525325303	16/09/19	30,000.00	36,000.00
16/09/19					
NEFT DR-SBIN0050107-KRISHNA TECHNOLOGY-N ETBANK, MUM-N259190928282914-FULL N FINA L		N259190928282914	16/09/19	31,000.00	4,980.00
17/09/19					
0294100056591-TPT-DSN MANAGEMENT		0000000140486718	17/09/19	20,000.00	24,980.00
17/09/19					
JMPS P2P 925615184528/13/09/2019 150919 MIR1926070643345		MIR1926070643345	17/09/19	3.90	24,974.10
18/09/19					
NEFT DR-PUNB0077800-RAJENDER SINGH-NETBA NK, MUM-N261190930667160-CLASSIC EXPENSE		N261190930667160	18/09/19	10,000.00	14,974.10
18/09/19					
NEFT DR-ICIC0004014-DDM EXPRESS LOGISTIC		N261190930799659	18/09/19	10,000.00	4,974.10

HDFC BANK LIMITED
* This is a balance statement provided for informational purposes only.
* The closing balance includes funds credited for the period ending on the date of receipt of statement. The address on this statement is that recorded with the bank as at the date of generating
* Details on this statement will be considered correct in absence of any other written intimation within 30 days of receipt of statement.
* For Statement
* State account branch GSTIN: 06AAACH2782H124
* HDFC Bank GSTIN number details are available at <https://www.hdfcbank.com/personal/multi-branch-value-add-payment-gst-in-and-net-100-46>
* For more details on GSTIN, please refer to the GSTIN Act, 2017.
* For more details on GSTIN, please refer to the GSTIN Act, 2017.
* For more details on GSTIN, please refer to the GSTIN Act, 2017.



M/S. SSS FOODS AND HEALTH CARE
D9 PHASE I
D.F.INDL AREA
FARIDABAD 121003
HARYANA INDIA
JOINT HOLDERS :
 Nomination : Not Registered



Account Branch - GREEN FIELDS COLONY
 Address - HDFC BANK LTD
 SCO-B-212, GREEN FIELDS COLONY,
 DIST - FARIDABAD
 FARIDABAD 121003
 City - FARIDABAD
 State - HARYANA
 Phone no - 011-61606161
 QD Limit - 0.00
 Currency - INR
 Email - shi+setb@clawccrps.com
 Cust ID - 119816664
 Account No - 56200014783720 CAGEN
 A/C Open Date - 13/11/2018
 Account Status - Regular
 RTGS/NEFT Ifsc - HDFC0002535 MICR - 110240306
 Branch Code - 2535 Product Code - 256

From : 01/04/2019 To : 31/03/2020

Statement of account

Salary
 Legal fees

Salary
 Salary
 Salary
 Salary
 Salary

Transaction Date	Description	Account No	Debit	Credit	Balance
26/09/19	NEFT DR-ICIC0000837-KSHITIZ KARJEE-NETHA	N269190936909115	12,900.00		113,918.10
	NK. MUM-N269190936909115-CBCPL CASE				
26/09/19	NEFT DR-SBIN0002481-MUKESH SHARMA-NETBAN	N269190936910504	10,000.00		103,918.10
	K. MUM-N269190936910504-CBCPL CASE				
26/09/19	NEFT RETURN-ACCOUNT DOES NOT EXIST-HARIS	N269190937016058		19,144.00	123,062.10
	H CHAND-RETD190926702525				
26/09/19	NEFT RETURN-ACCOUNT DOES NOT EXIST-DEVEN	N269190937015867		18,800.00	141,062.10
	DEE SINGH-RETD190926442111				
26/09/19	NEFT RETURN-ACCOUNT DOES NOT EXIST-ARJUN	N269190937015888		13,819.00	154,881.10
	SINGH-ARJ192092816697				
26/09/19	NEFT CR-PUNB0225800-RAMESH YADAV-SSS FOOD	PNBH192691425723		21,448.00	176,329.10
	DS AND HEALTH CARE-PNBH192691425723				
26/09/19	NEFT CR-PUNB0003600-MAN SINGH-SSS FOODS	PNBH192691425763		9,912.00	186,241.10
	AND HEALTH CARE-PNBH192691425763				
26/09/19	NEFT CR-PUNB0334800-MAHESH-SSS FOODS AND	PNBH192691425724		1,999.00	188,240.10
	HEALTH CARE-PNBH192691425724				
26/09/19	NEFT CR-PUNB0077800-LAL MANI-SSS FOODS A	PNBH192691425769		12,294.00	200,534.10
	ND HEALTH CARE-PNBH192691425769				
26/09/19	NEFT REJ_FC REJECT_502202010009860	000000000276973		16,644.00	217,178.10
26/09/19	NEFT REJ_FC REJECT_82312200024230	000000000276973		9,711.00	226,889.10
26/09/19	NEFT REJ_FC REJECT_65242116675	000000000276973		11,671.00	238,560.10
26/09/19	NEFT REJ_FC REJECT_59109888803	000000000276973		9,355.00	247,915.10
27/09/19	CWD - CHQ PAID - PALWAL, HARY	000000000000075		20,000.00	227,915.10
28/09/19	02941600056591-TPT-SANJEEV DD	000000026474627		45,000.00	182,915.10
28/09/19	IMPS-927113146818-KARAN SINGH-UBIN-XXXX	000927113146818		16,644.00	166,271.10
	XXXXXX9860 SALARY CBCPL				
28/09/19	IMPS-927113147784-DEVENDER KUMAR-SBIN-XX	000927113147784		11,671.00	154,600.10
	XXXXXX6675 CBCPL SALARY				
29/09/19	IMPS-927113148501-HARI CHAND-UBIN-XXXXXX	000927113148501		9,355.00	145,245.10
	XXXXXX0326 CBCPL SALARY				
28/09/19	IMPS-927113149448-BHAWAR SINGH-UBIN-XXXX	000927113149448		9,711.00	135,534.10

HDFC BANK LIMITED
 This e-statement includes timely unmarked and marked funds.
 Contents of this statement will be considered correct if no error is reported within 30 days of receipt of statement. The address on this statement is that on record with the Bank as at the date of preparing this statement.
 State account branch GSTN1964AAGH2702H124
 NCHC Bank FSIIN number details are available at www.hdfcbank.com/personal/mutual-fund-investments/retire-fund/psf/psf-accounts-and-services
 Registered Office Address: HDFC Bank House, Sector 68, Gurgaon, Haryana-122002

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M/S. SSS FOODS AND HEALTH CARE
 199 PHASE I
 DLF INDL AREA
 FARIDABAD 121003
 HARYANA INDIA
 JOINT HOLDERS :



Account Branch : GREEN FIELDS COLONY
 Address : HDFC BANK LTD
 SCO B-212 GREEN FIELDS COLONY,
 INST FARIDAHAD
 FARIDAHAD 121003
 City : FARIDAHAD
 State : HARYANA
 Phone no : 011-41608161
 UD Limit : 0.00
 Currency : INR
 Email : shreshth.classiccaps@gmail.com
 Cust ID : 118816664
 Account No : 5020004783720 CA GEN
 A/c Open Date : 12/11/2018
 Account Status : Regular
 RTGS NEFT IFSC : HDFC0002535 MICR : 110240306
 Branch Code : 2535 Product Code : 256

Demat/Non : Not Registered

From : 01/04/2019 To : 31/03/2020

Statement of account

DATE	DESCRIPTION	AMOUNT	CREDIT	BALANCE
	XXXXXXXX0745-CBCPL SALARY			
26/09/19	IMPS-927113149869-DEVENDER SINGH-IBKL-XX	0000927113149869	26/09/19	18,000.00
	XXXXXXXXXX4957-CBCPL SALARY			
28/09/19	IMPS-927113151107-ARJUN SINGH-UTIB-XXXXX	0000927113151107	28/09/19	13,819.00
	XXXXXXXX5721-CBCPL SALARY			
28/09/19	IMPS-927113149822-LAL MANI PUNB-XXXXXXXX	0000927113149822	28/09/19	12,294.00
	XXXX7440-CBCPL SALARY			
28/09/19	REV-IMPS-927113149822-LAL MANI PUNB-XXXX	0000927113149822	28/09/19	12,294.00
	XXXXXXXX7440-CBCPL SALARY			
28/09/19	IMPS-927113151771-MAN SINGH-PUNB-XXXXXXXX	0000927113151771	28/09/19	9,012.00
	XXXXX9666-CBCPL SALARY			
28/09/19	02941000056591-TPT-FOR SALARY	0000000262170817	28/09/19	40,592.00
28/09/19	02941000056591-TPT-FOR SALARY	0000000262173757	28/09/19	28,211.10
28/09/19	50100236428722-TPT-SHIV	0000000262259843	28/09/19	20,000.00
01/10/19	FF - CR - 5020084090105- UNITED ASSOCL	0000000000000000	01/10/19	150,000.00
	ATES			
01/10/19	NEFT DR-UVN0002204-MOHAMMAD ZAFAR-NETBA	N274190941670037	01/10/19	13,576.00
	NK, MUM-N274190941670037-CBCPL SALARY			
01/10/19	NEFT DR-PLIN80077800-RAJENDER SINGH-NETBA	N274190941693614	01/10/19	20,000.00
	NK, MUM-N274190941693614-CBCPL EXPENSE			
01/10/19	02941000056591-TPT-HELLO	0000000101439619	01/10/19	116,424.00
01/10/19	IB CASH WDL CHGS INCL GST 250919-MIR1927	MIR19274979013798	01/10/19	94.40
	497013798			
01/10/19	IMPS P2P-927113146818428/09/2019 290919	MIR1927497641500	01/10/19	5.90
	-MIR1927497641500			
01/10/19	IMPS P2P-927113147784428/09/2019 290919	MIR1927497742957	01/10/19	5.90
	-MIR1927497742957			
01/10/19	IMPS P2P-927113148501428/09/2019 290919	MIR1927497756441	01/10/19	5.90
	-MIR1927497756441			
01/10/19	IMPS P2P-927113149445928/09/2019 290919	MIR1927497753231	01/10/19	5.90
	-MIR1927497753231			
01/10/19	IMPS P2P-927113149869928/09/2019 290919	MIR1927497611528	01/10/19	5.90

HDFC BANK LIMITED

The figure balance includes funds earmarked for hold and uncollected funds.
 The date of this statement will be extended a week if we are not received within 30 days of receipt of statement. The address on this statement is that on record with the Bank as at the date of preparing this statement.
 State account branch GSTIN: 06AAAC112702H124
 GSTIN details are at www.hdfcbank.com or on 24 hours helpline 1800-120-0400.
 Registered Office Address: HDFC Bank, House No. 1, Rajajyotsna Park, Market, New Delhi-110008

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M/S **SSS FOODS AND HEALTH CARE**
D9 PLEASE I
DLF-INDL AREA

FARIDABAD 121003
HARYANA INDIA

JOINT HOLDERS



Account Branch GREEN FIELDS COLONY
Address HDFC BANK LTD
SCO-B-212 GREEN FIELDS COLONY,
1ST FARIDABAD
FARIDABAD 121003
HARYANA
City
State
Phone no. 011-4607161
OD Limit 0.00
Currency INR
Email shsnet@ecdsocaps.com
Cust ID 118016994
Account No 5020044700105 CAGEN
A/C Open Date 12/11/2018
Account Status Regular
R/H/S/E/T/H/M HD/CI/002535 MICR: 110240306
Branch Code 2535 Product Code: 256

Nomination: Not Registered

From 01/04/2019 To 31/03/2020

Statement of account

From	To	Particulars	Debit	Credit	Balance
		-MIR1927497641528			
01/10/19		IMPS P2P 927113151107#2809/2019 290919 -MIR1927497756461		5.90	4,870.20
01/10/19		IMPS P2P 927113151771#2809/2019 290919 -MIR1927497703396		5.90	4,864.30
04/10/19		02941000056591-TPT-FOR ADVOCATE	000000237438930		11,864.30
04/10/19		IMPS-927709163962-KSH/112 KARJEE-ICIC-XX XXXXXXXX306-CBCPL PAYMENT	000092709163962	10,000.00	1,864.30
09/10/19		IMPS-928215322766-SSS FOODS & HEALTH C-H DFC-XXXXXXXX1918-SSS FOODS	0000928215322766	5,000.00	6,864.30
09/10/19		02941000056591-TPT-HELLO	000000100763714		26,646.30
09/10/19		IMPS-928215108548-SUSHMA SAXENA-ICIC-XXX XXXXX5781-CBCPL WORK	0000928215108548	12,500.00	14,146.30
09/10/19		NEFT DR-CNRB0002768-SAGC AND ASSOCIATES- NETBANK, MUM-N282190949284704-CBCPL WORK	N282190949284704	10,000.00	4,146.30
09/10/19		FT. CR - 5020044700105 - UNITED ASSOCI ATES	000000000000002	80,000.00	84,146.30
09/10/19		NEFT DR-SBIN0002481-MUKESH SHARMA-NETBAN K, MUM-N282190949509703-CBCPL CASE WORK	N282190949509703	6,500.00	77,646.30
09/10/19		02941990011931-TPT-SALARY	000000102234351	30,000.00	47,646.30
09/10/19		02941000056591-TPT-HELLO	000000102281161	42,646.30	5,000.00
11/10/19		IMPS P2P 927709163962#04/10/2019 041019 -MIR1928114905228	MIR1928114905228	5.90	4,994.10
14/10/19		IMPS P2P 928215108548#09/10/2019 091019 -MIR1928523016144	MIR1928523016144	5.90	4,988.20
15/10/19		5020044700105 -TPT-SSS FOODS	000000115355102	175,000.00	179,988.20
16/10/19		IMPS-928914370065-MUKESH SHARMA-SBIN-XXX XXXX0558-LEGAL FEES CBCPL	0000928914370065	7,000.00	172,988.20
16/10/19		02941000056591-TPT-HELLO	000000128274318	32,988.20	140,000.00
17/10/19		IMPS-929012173285-RAJENDER SINGH-PUNB-XX XXXXXXXXXX7780-CLASSIC EXPENSE	0000929012173285	15,000.00	125,000.00
17/10/19		02941000056591-TPT-FOR CARDS	000000029037620	55,000.00	70,000.00

HDFC BANK LIMITED


This copy balance and ledger books are marked for bold and undervalued details.
The copy balance and ledger books are marked for bold and undervalued details.
The address on this statement is that on record with the Bank as at the date of requesting
corrected if any statement will be considered correct if no errors are reported within 30 days of receipt of statement.
Date account branch GSTN: 06AAACH2702H124
HDFC Bank GSTIN number details are available at <http://www.hdfcbank.com/jsp/portal/making-payments/branches-payment-branches-and-services.do>
HDFC Bank GSTIN number details are available at <http://www.hdfcbank.com/jsp/portal/making-payments/branches-payment-branches-and-services.do>
Registered Office Address: HDFC Bank House, Senapati Bazar, Mangaloom of First Member, 400032

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M/S SSS FOODS AND HEALTH CARE
 1st PHASE I
 DLF INDL AREA
 FARIDABAD (21003)
 HARYANA INDIA
 JOINT HOLDERS:
 Nomination: Not Registered



Account Branch: GREEN FIELDS COLONY
 Address: HDFC BANK LTD, SCO B-212 GREEN FIELDS COLONY, 1st F, FARIDABAD, FARIDABAD (21003), HARYANA
 City: FARIDABAD
 State: HARYANA
 Phone no: 011-61646161
 MFI Code: 0100
 Currency: INR
 Email: shivnet@classiccaps.com
 Cust ID: 118016664
 Account No: 90200034783720 CAGEN
 An. Open Date: 12/11/2018
 Account Status: Regular
 RTGS NEFT Inst: (11)17002515 MICR: 110240906
 Branch Code: 2515 Product Code: 256

From: 01/04/2019 To: 31/03/2020

Statement of account


Date	Description	Debit	Credit	Balance
18/10/19	02941930011931-TPT-SALARY	0000000201446848	19/10/19	35,000.00
18/10/19	02941000056591-TPT-HI	0000000155151638	18/10/19	15,000.00
18/10/19	IMPS P2P 929914370665916/10/2019 161019 -MIR1929151297425	MIR1929151297425	19/10/19	5.90
19/10/19	02941000056591-TPT-SALARY	0000000267299645	19/10/19	9,994.10
22/10/19	IMPS P2P 929912173285417/10/2019 171019 -MIR1929254014660	MIR1929254014660	22/10/19	5.90
24/10/19	02941000056591-TPT-EXPENSES	000000026637078	24/10/19	3,994.10
25/10/19	02941000056591-TPT-FOR EXPENSES	0000000392462399	25/10/19	19,000.00
25/10/19	NEFT DR-ICIC0000716-KVG ENTERPRISES PVT LTD-NETBANK, MUM-N29819096416909-KVG 19 20473 MCBS	N29819096416909	25/10/19	10,000.00
26/10/19	02941000056591-TPT-RETURN	0000000191085481	26/10/19	8,000.00
31/10/19	02941000056591-TPT-FOR SCB	0000000336227940	31/10/19	10,000.00
31/10/19	NEFT DR-SCBL0036001-SANJEEV SETH-NETBANK, MUM-N204190968089802-SCB SANJEEV	N204190968089802	31/10/19	10,000.00
02/11/19	02941000056591-TPT-FOR CLASSIC EXPENSE	0000000166427176	02/11/19	15,000.00
02/11/19	IMPS 920614177024-RAJENDER SINGH-PUNB-XX XXXXXXX7780 CLASSIC EXPENSE	0000930614177024	02/11/19	15,000.00
06/11/19	IMPS P2P 920614177024802/11/2019 021119 -MIR1931083882241	MIR1931083882241	06/11/19	5.90
06/11/19	50200044390105-TPT-SSS	0000000136199370	06/11/19	200,000.00
07/11/19	02941930011931-TPT-SALARY	0000000126159931	07/11/19	40,000.00
07/11/19	NEFT DR-PLINB0077800-RAJENDER SINGH-NETBA NK, MUM-N311190975147616-FOR OVERTIME	N311190975147616	07/11/19	20,000.00
07/11/19	02941000056591-TPT-SALARY	0000000126221184	07/11/19	90,000.00
08/11/19	02941000056591-TPT-SALARY	0000000272511611	08/11/19	21,994.10
10/11/19	02941000056591-TPT-HELLO	0000000397176343	10/11/19	25,000.00
12/11/19	02941000056591-TPT-HELLO	0000000224227096	12/11/19	5,000.00
13/11/19	50200044390105-TPT-CLASSIC EXPENSE	0000000180266377	13/11/19	160,000.00
13/11/19	02941000056591-TPT-HELLO	0000000128371366	13/11/19	100,000.00
13/11/19	NEFT DR-ICIC0000716-KVG ENTERPRISES PVT	N317190980581313	13/11/19	6,520.00

HDFC BANK LIMITED
 * This Balance includes funds contributed for bank and other stock prices.
 * Details of this statement will be calculated within 30 days of receipt of statement. The address on this statement is that on record with the Bank as at the date of requesting this statement.
 * For account branch: GSTN:66AAACH2702H172
 * For C form: GSTIN number details are available at https://www.hdfcbank.com/personal/askings-the-need-to-file-tax-payment-paths-and-service-tax
 * For Email: Attn: Address: HDFC Bank House, Sector-14, Connaught Place, New Delhi-110001

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MES. SSS FOODS AND HEALTH CARE
 (19 PHASE)
 DLF INDL AREA
 FARIDABAD 121003
 HARYANA INDIA
 JOINT HOLDERS



Account Branch: GREEN FIELDS COLONY
 Address: HDFC BANK LTD, SCY B 222, GREEN FIELDS COLONY, DIST. FARIDABAD, HARYANA, INDIA
 City: FARIDABAD
 State: HARYANA
 Phone no.: 011-61600164
 CG Limit: 000
 Currency: INR
 Email: info@hdfcibnlacaps.com
 Ctr ID: 11810664
 Account No: 5020044390105 CAGEN
 A/C Open Date: 12/11/2018
 Account Status: Regular
 RTGS SLIP: HDFC092535 MICR: 110240006
 Branch Code: 2515 Product Code: 250

Registration: Not Registered

From: 01/04/2019 To: 31/03/2020

Statement of account

LTD-NETBANK, MUM-N317190902585313-SANJEEV					
V SETH					
14/11/19	50200044390105-TPT-CLASSIC EXPENSE	0000000206028189	14/11/19	40,000.00	13,980.00
14/11/19	NEFT DR-SBIN0002481-MUKESH SHARMA-NETBAN K, MUM-N318190981611017-FEES FOR CASE	N318190981611017	14/11/19	1,500.00	11,980.00
15/11/19	50200044390105 -TPT-PAYMENT	0000000421502076	15/11/19	110,000.00	121,980.00
15/11/19	02941930011931-TPT-SALARY	0000000421731544	15/11/19	50,000.00	71,980.00
15/11/19	02941000056591-TPT-CLASSIC EXPENSE	0000000421756909	15/11/19	21,980.00	50,000.00
18/11/19	02941000056591-TPT-SHIV	0000000107026123	18/11/19	30,000.00	30,000.00
20/11/19	02941000056591-TPT-FOR BRUJ PROTECTION	0000000269192605	20/11/19	30,000.00	30,000.00
21/11/19	50200044390105-TPT-CLASSIC EXP	0000000181618017	21/11/19	63,623.99	73,623.99
21/11/19	02941000056591-TPT-FOR SANJEEV	0000000181668478	21/11/19	63,623.99	10,000.00
23/11/19	50200044390105-TPT-CBCPL	0000000193867826	23/11/19	340,000.00	350,000.00
23/11/19	02941930011931-TPT-SALARY	0000000193890674	23/11/19	35,000.00	315,000.00
23/11/19	NEFT DR-PUNB0077800-RAJENDER SINGH-NETBA NK, MUM-N326190988234712-CBCPL EXPENSE	N326190988234712	23/11/19	30,000.00	295,000.00
23/11/19	02941000056591-TPT-SALARY	0000000193911528	23/11/19	25,000.00	270,000.00
23/11/19	02941000056591-TPT-SANJEEV INDUS	0000000196073075	23/11/19	30,000.00	340,000.00
23/11/19	02941000056591-TPT-CLASSIC EXP-SHIV SHAN KAR SETH	0000000175486780	23/11/19	40,000.00	208,000.00
26/11/19	NEFT DR-SBIN0002481-MUKESH SHARMA-NETBAN K, MUM-N330190902894047-CLASSIC LEGAL FE E	N330190902894047	26/11/19	2,500.00	197,500.00
26/11/19	NEFT CR-UTB0000023-DHAKAMPAL SATYAPAL L LIMITED-SSS FOODS AND HEALTH CARE-AXTB193 301369519	AXTB19330369510	26/11/19	47,620.00	245,120.00
27/11/19	NEFT DR-SBIN0036001-SANJEEV SETH-NETBANK MUM-N331190991317070-SANJEEV SCB FNF	N331190991317070	27/11/19	15,000.00	230,120.00
27/11/19	02941000056591-TPT-SANJEEV OD CUB-SHIV S HANKAR SETH	0000000140149525	27/11/19	100,000.00	130,120.00
27/11/19	RAJENDER SINGH - CHQ PAID - GREEN FIELDS	0000000000000077	27/11/19	57,000.00	73,120.00
27/11/19	02941000056591-TPT-SHIV-SHIV SHANKAR SET	0000000134807927	27/11/19	29,120.00	44,000.00

HDFC BANK LIMITED
 The information contained herein is for informational purposes only and does not constitute an offer of any financial product or service. The address on this statement is that received with the Bank as on the day of requesting the statement.
 State branch Branch GSTIN: 06AAAC062702H164
 HDFC Bank Ltd. All member details are available at <https://www.hdfcbank.com/personal/banking-services/branch>. For 24x7 customer care and services, call 1800-121-1212.
 For more information, visit <https://www.hdfcbank.com>.

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M.S. **SSS FOODS AND HEALTH CARE**
 1ST PHASE I
 DLF INDL AREA
 FARIDABAD 121003
 HARYANA INDIA
 JOINT HOLDERS :



Account Branch : GREEN FIELDS COLONY
 Address : HDFC BANK LTD
 SCO B 212, GREEN FIELDS COLONY,
 DIST FARIDABAD
 FARIDABAD 121003
 HARYANA
 Phone no : 011-61669161
 CD Limit : 0.00
 Currency : INR
 Email : shvseth@classiccaps.com
 Cash ID : 119819964
 Account No : 50200044786720 CAGEN
 A/c Open Date : 12/11/2018
 Account Status : Regular
 NETS/NET BSM : HJFH0002515 MICR : 110240306
 Branch Code : 2515 Product Code : 246

From : 01/04/2019 To : 31/03/2020

Statement of account

DATE	DESCRIPTION	AMOUNT	CREDIT	BALANCE
27/11/19	02941000056591-TPT-VAISHNO DEVI-SHIV SHA NKAR SETH	000000149227248	27/11/19	24,000.00
28/11/19	02941000056591-TPT-SALARY-SHIV SHANKAR SETH	000000153850208	28/11/19	40,000.00
28/11/19	02941000056591-TPT-CASH-SHIV SHANKAR SETH	000000157430490	28/11/19	0.00
01/12/19	50200044340105-EPT-SSS FOODS-UNITED ASSOCIATES	000000391909822	01/12/19	166,679.00
01/12/19	02941000056591-TPT-SHIV SETH-SHIV SHANKAR SETH	000000391926609	01/12/19	56,679.00
03/12/19	50200044340105-TPT-KAL-UNITED ASSOCIATES	0000000226633566	03/12/19	100,000.00
07/12/19	NIPT DR-IBKLD000843-DEVENDER SINGH-NETBA NK, MUM-N041191002633462-NOVEMBER SALARY	N341191002633462	07/12/19	8,000.00
12/12/19	1MPS-934615143068-UNITED ASSOCIATES-HDFC-XXXXXXXXXX0105-FOR CLASSIC EXPENSES	0000934615143068	12/12/19	2,000.00
14/12/19	50200044340105-TPT-CLASSIC EXP-UNITED ASSOCIATES	000000153074404	14/12/19	10,000.00
14/12/19	02941000056591-TPT-SHIV SALARY-SHIV SHANKAR SETH	000000153093153	14/12/19	10,000.00
16/12/19	50200044340105-TPT-SSS-UNITED ASSOCIATES	000000163089836	16/12/19	70,000.00
16/12/19	02941980011931-TPT-SALARY-AMBIKA SETH	000000163127041	16/12/19	35,000.00
16/12/19	02941000056591-TPT-SALARY-SHIV SHANKAR SETH	000000163146443	16/12/19	30,000.00
17/12/19	50200044340105-TPT-SSS-UNITED ASSOCIATES	000000280884142	17/12/19	355,000.00
17/12/19	02941930011931-TPT-SALARY-AMBIKA SETH	000000280918402	17/12/19	40,000.00
17/12/19	02941000056591-TPT-SALARY-SHIV SHANKAR SETH	000000280937904	17/12/19	40,000.00
17/12/19	02941000056591-TPT-SHIV-SHIV SHANKAR SETH	000000281691269	17/12/19	50,000.00

HDFC BANK LIMITED


This closing balance has been double checked for total and reconciled with General Ledger of this statement will be considered correct if no discrepancy is reported within 30 days of receipt of statement. The balance on this statement is that we received with the Bank as of the day of reporting this statement.
 Write request form to CSYENKAA@HDFC.COM
 Head Office: 5278, Connaught Place, New Delhi-110029
 For details visit our website: www.hdfcbank.com

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M/S SSS FORDS AND HEALTH CARE
 D9 PHASE I
 DLF INDL AREA
 FARIDABAD 121003
 HARYANA INDIA
 JOINT HOLDERS



Account Branch : GREEN FIELDS COLONY
 Address : HDFC BANK LTD
 SCO-B-212, GREEN FIELDS COLONY,
 DIST - FARIDABAD
 FARIDABAD 121003
 City : FARIDABAD
 State : HARYANA
 Phone No : 011-61606161
 OD Limit : 0.00
 Currency : INR
 Email : shivseth@classiccaps.com
 Cust ID : 118916664
 Account No : 5020044390105 CAGEN
 A/C Open Date : 12/11/2018
 Account Status : Regular
 RTGS NEFT IN : HDFC502935 MICR : 110240306
 Branch Code : 2535 Product Code : 256

Nomination - Not Registered

From : 01/04/2019 To : 31/03/2020 Statement of account

Date	Description	Debit	Credit	Balance
26/12/19	5020044390105-TPT-BILLS PAYMENT-UNITED ASSOCIATES	00000011578247	26/12/19	360,000.00
26/12/19	RTGS DR-PUNB0077800-COAT INELI, INK-PALWA L. HARY-HDFCR52019122661271042	0000000000000002	26/12/19	500,000.00
26/12/19	5020044390105 -TPT-FOR CLASSIC-UNITED ASSOCIATES	0000000104007846	26/12/19	500,000.00
26/12/19	RTGS DR-PUNB0077800-COAT WELI. RIK. PALWAL .HARY-HDFCR52019122661356334	0000000000000083	26/12/19	500,000.00
27/12/19	5020044390105-TPT-FOR MATERIAL-UNITED ASSOCIATES	0000000382826811	27/12/19	502,058.56
27/12/19	RTGS DR-PUNB0077800-A1 CLASSIC FLEXIPACK PRIVATE LIMIT-NETBANK, MUM-HDFCR52019122761452592-FOR MATERIAL	HDFCR52019122761452592	27/12/19	502,058.56
27/12/19	5020044390105-TPT-MATERIAL PAYMENT-UNITED ASSOCIATES	0000000386294748	27/12/19	496,882.00
27/12/19	RTGS DR-PUNB0077800-A1 CLASSIC FLEXIPACK PRIVATE LIMIT-NETBANK, MUM-HDFCR52019122761558500-MATERIAL PAYMENT	HDFCR52019122761558500	27/12/19	496,882.00
27/12/19	5020044390105-TPT-MATERIAL PAYMENT-UNITED ASSOCIATES	0000000388116509	27/12/19	183,900.00
27/12/19	NEFT DR-CORP0003045-STATGEN SOLUTIONS-NETBANK, MUM-N361191018539060-PAY FOR INV 052	N361191018539060	27/12/19	6,385.00
27/12/19	02941000256591-TPT-SHIV EXPENSE-SHIV SHA NKAR SETH	0000000388266123	27/12/19	40,000.00
27/12/19	5020044390105-TPT-FOR MATERIAL-UNITED ASSOCIATES	0000000388022702	27/12/19	401,000.00
27/12/19	NEFT DR-JCIC0001842-ARUN KHUTELA-NETBANK, MUM-N361191018661091-FULL N FINAL	N361191018661091	27/12/19	10,000.00
30/12/19	NEFT DR-SBIN0003224-ROSHAN LAL PANT-NETBANK, MUM-N361191019481667-AUG SALARY	N361191019481667	30/12/19	8,581.00
31/12/19	RHDFB357586012-STANDARD CHARTERED B	0000193546617873	31/12/19	20,000.00

HDFC BANK LIMITED
 If any assistance includes funds transferred for hold and unclaimed funds.
 This statement should be considered correct insofar as reported within 30 days of receipt of statement. The address on this statement is that on record with the Bank as at the day of requesting this statement.
 State account branch GSTN:06AAACH2702H124
 HUF: Bank GSTIN number details are available at <http://www.hdfcbank.com> (personal banking payments/online payments) and www.hdfcbank.com (corporate banking).
 Registered Office Address: HDFC Bank House, Senapati Bapat Marg, Lower Pavai, Mumbai - 400033

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M/S **SSS FOODS AND HEALTH CARE**
 1st PHASE I
 DLF INDL AREA
 FARIDABAD 121003
 HARYANA INDIA
 JOINT HOLDERS



Numeration : Not Registered

Account Branch Address: GREEN FIELDS COLONY
 HDFC BANK LTD
 SCO-B-212, GREEN FIELDS COLONY,
 DIST - FARIDABAD
 FARIDABAD 121003
 HARYANA
 Phone no: 011-61606191
 Q/Limit: 0.00
 Currency: INR
 Email: shivashivclassiccaps.com
 Cust ID: 119916664
 Account No: 5020044390105 CAGEN
 A/C Open Date: 12/11/2018
 Account Status: Regular
 REGS SEFT ID: HDH40002515 MICR: 110240306
 Branch Code: 2535 Product Code: 256

From	To	Statement of account			
30/12/19	RTGS DR PUNB0077800-AI CLASSIC FLEXIPACK PRIVATE LIMIT-NETBANK, MUM HDXRS201912 3061735910-MATERIAL PAYMENT	HDFCR52019123061 735910	30/12/19	501,854.00	8,100.00
30/12/19	RTGS CHGS BRN INCL GST 261219-MIR 1936201 590491	MIR1936201500491	30/12/19	35.40	7,964.60
31/12/19	5020044390105 -TPT-MATERIAL PAYMENT-UN ITED ASSOCIATES	000000177427073	31/12/19	900,000.00	907,064.60
31/12/19	RTGS DR PUNB0077800-AI CLASSIC FLEXIPACK PRIVATE LIMIT-NETBANK, MUM HDXCR5201912 3162005410-MATERIAL PAYMENT	HDFCR52019123162 005410	31/12/19	592,964.00	5,000.60
31/12/19	5020044390105-TPT-MATERIAL PAYMENT UNIT ID ASSOCIATES	000000228635761	31/12/19	375,000.00	380,000.60
31/12/19	RTGS DR PUNB0077800-COAT WELL INK-NETBAN K, MUM-HDFCR52019123162080961-MATERIAL P AYMENT	HDFCR52019123162 080961	31/12/19	374,566.00	5,434.60
31/12/19	5020044390105-TPT-SALARY UNITED ASSOCIA TES	000000232239741	31/12/19	377,774.00	383,208.60
01/01/20	02941000056591-TPT-SHIV-SHIV SHANKAR SET H	000000112881123	01/01/20	23,208.60	360,000.00
02/01/20	5020044390105-TPT-FOR SALARY-UNITED ASS OCIATES	000000249165299	02/01/20	300,000.00	60,000.00
03/01/20	02941000056591-TPT-SHIV-SHIV SHANKAR SET H	000000274652503	03/01/20	20,000.00	40,000.00
16/01/20	5020044390105-TPT SALARY-UNITED ASSOCIA TES	000000216700563	06/01/20	20,000.00	30,000.00
09/01/20	PT - CR - 5020044390105 - UNITED ASSOCI ATES	000000000000024	09/01/20	245,000.00	265,000.00
09/01/20	NEFT DR-MAH80061339-G D-MANPOWER SOLUTIO N-NETBANK, MUM-N009201032078622-CLASSIC BALANCE	N009201032078622	09/01/20	25,000.00	240,000.00
09/01/20	NEFT DR-IC00001842-ARUN KHUTEJA-NETBANK MUM-N008201032079819-FULL N FINAL	N008201032079819	09/01/20	10,000.00	230,000.00

HDFC BANK LIMITED

Closing Balance includes funds earmarked for hold and restricted funds.
 Corrected statements will be considered correct if not corrected within 30 days of receipt of statement. The address on this statement is that on record with the Bank as at the date of requesting the statement.
 Branch account branch GS IN 066A AXC127021124
 HDFC Bank BRTN number details are available at <http://www.hdfcbank.com> personal banking, to mail or via e-mail customer@hdfcbank.com and service@hdfcbank.com.
 Regional Office Address: HDFC Bank House, Sector-1, Block-M, Connaught Place, New Delhi-110028

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M/S. SSS FOODS AND HEALTH CARE
 (39 PHASE I)
 DLF (IND). ARFA
 FARIDABAD 121003
 HARYANA INDIA
 JOINT HOLDERS:



Account Branch : GREEN FIELDS COLONY
 Address : HDFC BANK LTD
 SCOD-212, GREEN FIELDS COLONY,
 DIST - FARIDABAD
 FARIDABAD 121003
 City : FARIDABAD
 State : HARYANA
 Phone no. : 011-61606164
 OD Limit : 0.00
 Currency : INR
 Email : shvseth@classiccaps.com
 Cust ID : 118816664
 Account No : 50200043903720 CAGEN
 A/C Open Date : 12/11/2018
 Account Status : Regular
 RTGS-NEFT IFSC : HDFC0002555 MICR : 110240306
 Branch Code : 2535 Product Code : 256

Nomination : Not Registered

From : 01/04/2019 To : 31/03/2020

Statement of account

From	To	Account No	Branch	Debit	Credit	Balance
09/01/20	02941930011931-TPT-SALARY-AMBIKA SETH	000000166764599	09/01/20	40,000.00		190,000.00
09/01/20	02941000056591-TPT-CLASSIC EXPENSES-SHIV SHANKAR SETH	000000166777427	09/01/20	100,000.00		90,000.00
10/01/20	1MPS-001013147921-AMIT PURI-UBIN-XXXXXXX XXXX7812-CLASSIC BOTTLE	0000001013147921	10/01/20	11,500.00		78,500.00
10/01/20	50200044390105-TPT-VISHWANATH SALARY-UNITED ASSOCIATES	000000180021138	10/01/20	9,106.00		69,394.00
11/01/20	02941000056591-TPT-SHIV-SHIV SHANKAR SETH	000000136692944	11/01/20	19,394.00		50,000.00
12/01/20	02941000056591-TPT-SHIV-SHIV SHANKAR SETH	000000249147822	12/01/20	10,000.00		40,000.00
13/01/20	50200044390105-TPT-SALARY-UNITED ASSOCIATES	000000261715235	13/01/20	20,000.00		20,000.00
13/01/20	1MPS-00131509018-AMIT PURI-UBIN-XXXXXXX XXXX7812-BEARING FOR CLASSIC	000000131509018	13/01/20	9,000.00		11,000.00
16/01/20	50200044390105-TPT-SALARY-UNITED ASSOCIATES	000000146182266	16/01/20		19,295.60	30,295.60
16/01/20	02941000056591-TPT-SHIV-SHIV SHANKAR SETH	000000146201913	16/01/20	20,295.60		10,000.00
16/01/20	02941000056591-TPT-SALARY-SHIV SHANKAR SETH	000000148655227	16/01/20	10,000.00		0.00
16/01/20	RTGS CR-UBIN0562106-VIHAAN METALS P. LT D.SSS FOODS AND HEALTHCARE-UBINR2202001160061352	UBINR2202001160061352	16/01/20		206,734.00	206,734.00
16/01/20	NEFT DR-PUNB0017900-ISHAAN PAHUA-NETHAN K. MUM-N016201038410457-ISHAAN CASH SALARY	N016201038410457	16/01/20	10,000.00		196,734.00
16/01/20	NEFT DR-CNRB0002003-QUALITY MACHINE TOOL S-NETBANK, MUM-N016201038401125-CLASSIC BOTTLE	N016201038401125	16/01/20	12,232.00		184,502.00
16/01/20	NEFT DR-AKBN000207-EKTA METAL CRAFT-NETBANK, MUM-N016201038401638-CLASSIC BOTTLE	N016201038401638	16/01/20	14,000.00		170,502.00

HDFC BANK LIMITED

This ending balance includes funds not credited for fund or investment funds.
 Interest on this statement will be considered correct if no error is reported within 30 days of receipt of statement. The address on this statement is that on record with the Bank as of the day of requesting this statement.
 For more information contact: GST No: 07AAACH127621174
 HDFC Bank: GSTIN number details are available at <https://www.hdfcbank.com/press/india-gst-in-the-news>
 Registered Office Address: HDFC Bank House, Baramulla, Mangalochery, Thrissur, Kerala - 680001


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M/S: SSS FOODS AND HEALTH CARE
 B39 PHASE I
 DLF INDL AREA
 FARIDABAD 121003
 HARYANA INDIA
 JOINT HOLDERS



Account Branch: GREEN FIELDS COLONY
 Address: HDFC BANK LTD, SCO B-212, GREEN FIELDS COLONY, DIST. FARIDABAD, FARIDABAD 121003
 City: FARIDABAD
 State: HARYANA
 Phone no: 011-61606161
 C/P Line1: 010
 Currency: INR
 Email: shivseth@classiccaps.com
 Cust ID: 119866664
 Account No: 5020044390105 CAGEN
 A/C Open Date: 12/11/2018
 Account Status: Regular
 RTGS-NIFT IFSC: HDFC0002535 MICR: 110240306
 Branch Code: 2535 Product Code: 256

Nomination: Not Registered

From: 01/04/2019 To: 31/03/2020

Statement of account

DATE	DESCRIPTION	AMOUNT	CREDIT	DEBIT	BALANCE
16/01/20	02941000056591-TPT-FOR CREDIT CARD-SHIV SHANKAR SETH	000000190804361	16/01/20	50,000.00	120,502.00
16/01/20	02941930011931-TPT-FOR HEALTH INSURANCE- AMBIKA SETH	000000150821161	16/01/20	45,000.00	75,502.00
17/01/20	JMPS P2P 001013147921#1001/2020 100120 -MIR2001634771906	MIR2001634771906	17/01/20	5.90	75,496.10
18/01/20	NEFT DR-UBIN0550221-AMIT PURI-NETBANK, MUM-N019201039784203-CLASSIC TOOLS	N018201039784203	18/01/20	8,000.00	67,496.10
20/01/20	NEFT DR-SBIN0003424-BOSHAN LAL PANT-NETBANK, MUM-N028201040471025-AUG SALARY	N028201040471025	20/01/20	8,581.00	58,915.10
20/01/20	50200044390105-TPT-FOR CASH EXPENSE-UNIT ED ASSOCIATES	000000188036756	20/01/20	15,000.00	43,915.10
20/01/20	02941000056591-TPT-SHIV-SHIV SHANKAR SETH	000000188061935	20/01/20	13,915.10	30,000.00
22/01/20	NEFT DR-SBIN0002481-MUKESH SHARMA-NETBANK, MUM-N022201042371792-LEGAL FEE	N022201042371792	22/01/20	2,000.00	28,000.00
22/01/20	JMPS P2P 001315309018#13/01/2020 130120 -MIR2001839876944	MIR2001839876944	22/01/20	5.90	27,994.10
22/01/20	02941000056591-TPT-SHIV CASH-SHIV SHANKAR SETH	000000101064928	22/01/20	7,994.10	20,000.00
24/01/20	02941000056591-TPT-SSS-SHIV SHANKAR SETH	000000142090929	24/01/20		230,000.00
24/01/20	02941000056591-TPT-CREDIT CARD PAYMENTS-SHIV SHANKAR SETH	000000143653346	24/01/20	70,000.00	200,000.00
26/01/20	02941000056591-TPT-SALARY-SHIV SHANKAR SETH	000000281440830	26/01/20	165,000.00	35,000.00
28/01/20	50200044390105-TPT-PALWAL EXPENSES-UNIT ED ASSOCIATES	000000281845527	28/01/20	20,000.00	15,000.00
28/01/20	RTGS CR-UBIN0562106-VIHAAN METALS P LTD D-SSS FOODS AND HEALTHCARE-UBIN22020012	UBINR22020012800	28/01/20		408,513.00
29/01/20	50200044390105-TPT-FOR CLASSIC EXPENSE-U	000000192855642	29/01/20	60,000.00	348,513.00

HDFC BANK LIMITED

This copy of statement includes funds deposited for valid and legitimate reasons. If any of the statement will be considered correct if no error is reported within 30 days of receipt of statement. The address on this statement is that received with the Bank as of the day of requesting the statement.
 Statement Ref: GSTN:06AAAAR79020124
 RTGS Ref: 11511818 number details are available at <https://www.hdfcbank.com/rtgs> and <https://www.hdfcbank.com/rtgs>
 For all enquiries address: HDFC Bank, House, Sarajpal, Sector 17, Faridabad - 121003

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M/S. SSS FOODS AND HEALTH CARE
 139 PHASE I
 DLF INDLAREA
 FARIDABAD 121009
 HARYANA INDIA
 JOINT HOLDERS :



Account Branch: GREEN FIELDS COLONY
 Address: HDFC BANK LTD
 SCO-B-212, GREEN FIELDS COLONY,
 DIST - FARIDABAD
 FARIDABAD 121009
 HARYANA
 PIN: 121009
 City: FARIDABAD
 State: HARYANA
 Home or Office: 011-61606161
 Branch Limit: 0.00
 Currency: INR
 Email: shivseth@classiccaps.com
 PAN: 118616664
 Account No: 5020044390105 CAGEN
 A/C Open Date: 12/11/2018
 Account Status: Regular
 RTGS/NIFT IFSC: HDFC0002535 MICR: 110240306
 Branch Code: 2535 Product Code: 256

Non-Resident: Not Registered

From : 01/04/2019 To : 31/03/2020

Statement of account

DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE
29/01/20	NITIED ASSOCIATES			
29/01/20	50200044390105-TPT-CLASSIC EXPENSES-UNIT	000000194001207	29/01/20	20,000.00
	ED ASSOCIATES			338,513.00
29/01/20	02941000056591-TPT-FOR HEALTH INSURANCE- SHIV SHANKAR SETH	000000195097994	29/01/20	88,513.00
				250,000.00
29/01/20	RHD18468447965-STANDARD CHARTERED B	000020029034042	29/01/20	25,000.00
				225,000.00
29/01/20	NEFT DR-SCBI0036001-SANJEEV SETH-NETBANK .MUM-N029201047872191-SANJEEV SCB PNF	N029201047872191	29/01/20	10,000.00
				215,000.00
29/01/20	02941000056591-TPT-SHIV SCB-SHIV SHANKAR SETH	000000197114121	29/01/20	15,000.00
				200,000.00
29/01/20	NEFT CR-UBIN0562106-VIHAAN METALS P LT D-SSS FOODS AND HEALTHCARE-000076616824	000000076616824	29/01/20	177,448.00
				377,448.00
29/01/20	NEFT DR-ICIC0001842-YASHWANT SINGH RAWAT .NETBANK, MUM-N029201048093259-RAWAT SAL ARY	N029201048093259	29/01/20	43,000.00
				334,448.00
29/01/20	NEFT DR-PUNB0077800-RAJENDER SINGH-NETBA NK, MUM-N029201048088769-BHANDARI SALARY	N029201048088769	29/01/20	47,100.00
				287,348.00
29/01/20	NEFT DR-UBIN0441214-DAIRGA PURI GOSWAMI-N ETBANK, MUM-N029201048089174-DPG SALARY	N029201048089174	29/01/20	47,391.00
				239,957.00
29/01/20	NEFT DR-UBIN0541214-KRISHAN KUMAR PAHUJA .NETBANK, MUM-N029201048095711-KKP SALAR Y	N029201048095711	29/01/20	49,300.00
				190,657.00
30/01/20	50200044390105-TPT-FOR KLINE-UNITED ASSO CIATES	000000210545857	30/01/20	40,457.00
				150,200.00
31/01/20	50200044390105-TPT-CLASSIC-UNITED ASSO CIATES	000000112572034	31/01/20	120,595.54
				270,595.54
31/01/20	NEFT DR-PUNB0077800-COAT WELLS INK-NETBAN K, MUM-N029201049625992-RETURN	N029201049625992	31/01/20	119,382.00
				151,213.54
01/02/20	50200044390105-TPT-SSS-UNITED ASSOCIAT ES	000000179253510	01/02/20	50,997.80
				202,211.34
01/02/20	NEFT DR-PUNB0018000-RAMANDEEP SINGH JOLL Y-NETBANK, MUM-N02201052122211-COMM	N02201052122211	01/02/20	18,000.00
				184,211.34

HDFC BANK LIMITED

The balance includes funds contributed to the bank and its subsidiaries.
 The balance of this statement will be considered correct if no error is reported within 30 days of receipt of statement. The address on this statement is that recorded with the Bank as at the date of requesting the statement.
 Main account branch: GSTY466AAACH2H01024
 For more details, please visit our website at www.hdfcbank.com or call our customer care at 1800-121-1234.
 For more details, please visit our website at www.hdfcbank.com or call our customer care at 1800-121-1234.

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M/S. SSS FOODS AND HEALTH CARE
 139 PHASE I
 DLF INDL AREA
 FARIDABAD 121003
 HARYANA INDIA
 JOINT HOLDERS :



Account Branch : GREEN FIELDS COLONY
 Address : HDFC BANK LTD
 SCO B-212, GREEN FIELDS COLONY,
 DIST - FARIDABAD
 FARIDABAD 121003
 HARYANA
 Phone no : 011 6766161
 OD Limit : 0.00
 Currency : INR
 Email : shivseth@clarinetops.com
 Cust ID : 119836664
 Account No : 50200044390105
 A/C Open Date : 12/11/2018
 Account Status : Regular
 RTGS/NEFT B.N.C. : HDFC0002555
 Branch Code : 2535 Product Code : 256
 MICR : 110240306

Nomination : Not Registered

From : 01/04/2019	To : 31/03/2020	Statement of account			
03/02/20	IMPS-003410137875-MANOJ BHARDWAJ-ICTC-XX XXXXXX2036-CLASSIC FEES	0000003410137875	03/02/20	50,000.00	134,211.34
03/02/20	NEFT DR-SBIN002481-MUKESH SHARMA-NETBAN K. MUM-N034201052691683-CLASSIC LEGAL FE E	N034201052691683	03/02/20	4,000.00	130,211.34
03/02/20	02941930011931-TPT-SALARY-AMBIKA SETH	0000000164017337	03/02/20	26,000.00	104,211.34
03/02/20	02941000056591-TPT-FOR CARDS-SHIV SHANKA R SETH	000000164028857	03/02/20	24,211.34	80,000.00
04/02/20	02941000056591-TPT-SHIV-SHIV SHANKAR SET H	000000138814974	04/02/20	30,000.00	50,000.00
06/02/20	50200044390105-TPT-FOR CASH-UNITED ASSOC IATES	000000105830895	06/02/20	20,000.00	30,000.00
06/02/20	50200044390105-TPT-CASH-UNITED ASSOCIATE S	000000106919041	06/02/20	10,000.00	20,000.00
07/02/20	NEFT DR-PLINB0317900-ISHAAN PAHUJA-NETBAN K. MUM-N038201058647890-CASH SALARY	N038201058647890	07/02/20	5,000.00	15,000.00
10/02/20	NEFT CR-UBIN062105-VIHAAN METALS P LT D-SSS FOODS AND HEALTHCARE-000080672813	000000080672813	10/02/20	176,000.00	191,000.00
10/02/20	02941000056591-TPT-CASH-SHIV SHANKAR SET H	000000169234795	10/02/20	31,000.00	160,000.00
11/02/20	50200044390105-TPT-DD AND OT-UNITED ASSO CIATES	0000000275579156	11/02/20	60,000.00	100,000.00
11/02/20	IMPS P2P 003410137875-03/02/2020 03/02/20 MIR2001990069513	MIR2001990069513	11/02/20	5.90	99,941.10
11/02/20	02941000056591-TPT-FOR NAVNEET SHIV SHAN KAR SETH	0000000280840718	11/02/20	26,994.10	73,000.00
11/02/20	02941930011931-TPT-SALARY-AMBIKA SETH	0000000280847717	11/02/20	20,000.00	53,000.00
11/02/20	NEFT DR-UBIN0561509-RAJENDER SINGH-NETBA NK. MUM-N042201062045108-SALARY ADVANCE	N042201062045108	11/02/20	10,000.00	43,000.00
11/02/20	NEFT DR-UBIN0567787-SAJI K G-NETBANK. MU M. N042201062051467-SALARY ADVANCE	N042201062051467	11/02/20	10,000.00	33,000.00
11/02/20	NEFT DR-UBIN0541214-KRISHAN KUMAR PAHUJA	N042201062065678	11/02/20	8,000.00	25,000.00

HDFC BANK LIMITED
 If listing balance includes funds earmarked for hold and unregistered funds
 or interest on this statement will be considered correct if no error is reported within 30 days of receipt of statement. The address on this statement is that on record with the Bank as at the day of requesting
 this statement.
 State account branch GSTIN: 06AAACH2702H12A
 HDFC Bank's IFS number details are available at <https://www.hdfcbank.com/personal/banking-services/ifs>
 Registered Office: Address: HDFC Bank, House, 5th Floor, Rajiv Gandhi Park, Lower Ground, Mumbai - 400001


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M/S. SSS FOODS AND HEALTH CARE
 139 PHASE I
 DELHI INDIA AREA
 FARIDABAD 121003
 HARYANA INDIA
 JOINT HOLDERS



Account Branch GREEN FIELDS COLONY
 Address HDFC BANK LTD
 SCO B-212, GREEN FIELDS COLONY,
 DIST. FARIDABAD
 FARIDABAD 121003
 HARYANA
 City FARIDABAD
 State HARYANA
 Phone no. 011-27616664
 CDD Limit 000
 Currency INR
 Email shiv.sgd@hdfcbank.com
 Cmt ID 118016664
 Account No. 5020044390105 CAGSN
 A/C Open Date 12/11/2018
 Account Status Regular
 RTGS/NEFT IDV 1103F002535 MICR 110240306
 Branch Code 2535 Product Code 256

From: 01/04/2019 To: 31/03/2020

Statement of account

From	To	Statement of account
NETBANK, MUM-ND42201062006658-AUG SALAR		
Y BALANCE		
13/02/20	02941000056591-TPT DRIVER SALARY-SHIV SH ANKAR SETH	20,000.00
17/02/20	NEFT DR-SBIN0002481-MUKESH SHARMA-NETBAN K, MUM-ND48201066910600-CLASSIC LEGAL FEES	-4,500.00
16/02/20	NEFT CR-UBIN0562106-VIHAAN METALS P LIT D-SSS FOODS AND HEALTHCARE-000081096921	160,290.00
18/02/20	NEFT DR-UBIN0561509-ABHINANDAN-NETBANK, MUM-ND4920106824709-SALARY ADVANCE	5,000.00
18/02/20	02941000056591-TPT-FOR SANJEV INDUS SHIV SHANKAR SETH	80,000.00
18/02/20	02941000056591-TPT-FOR CASH-SHIV SHANKAR SETH	25,790.00
19/02/20	NEFT DR-CHIN0283628-NEELAM-NETBANK, MUM-ND5020106895257-SALARY NEELAM	12,127.00
19/02/20	02941000056591-TPT-CARDS-SHIV SHANKAR SETH	1,875.00
20/02/20	NEFT DR-SBIN0002296-ASHOK MISHRA-NETBANK, MUM-ND51201069869309-FULL N FINAL	23,225.00
20/02/20	NEFT DR-SBIN0007807-DEEPA CHAND-NETBANK, MUM-ND51201069868595-PART SALARY	6,000.00
21/02/20	02941000056591-TPT-SHIV RETURN-SHIV SH ANKAR SETH	15,000.00
24/02/20	5020044390105-TPT-FOR GST UNLIMITED ASSOCIATES	3,775.00
27/02/20	5020044390105-TPT-FOR CASH EXP UNLIMITED ASSOCIATES	3,000.00
27/02/20	NEFT CR-UBIN0562106-VIHAAN METALS P LIT D-SSS FOODS AND HEALTHCARE-000086214781	140,615.00
28/02/20	1MPS-005909363954-RAMESH YADAV-PUNB-XXXX	15,000.00

HDFC BANK LIMITED
 *Following facilities include: Loans guaranteed for field and unsecured funds
 *Contents of this statement will be considered correct if no queries reported within 15 days of receipt of statement. The address on this statement is that on record with the Bank as at the date of requesting this statement.
 *Make request through GSTIN 06AAACH2702H1224
 *GSTIN Bank GSTIN number details are available at <https://www.hdfcbank.com/personal/creating-payments-and-receiving-payments-and-services>
 *Regional Office Address: HDFC Bank, 15, Sector 5, Gurgaon, Haryana

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M/S. SSS FOODS AND HEALTH CARE
139 PHASE I
DLF-INDL AREA

FARIDABAD 121003
HARYANA INDIA

JOINT HOLDERS.



Account Branch GREEN FIELDS COLONY
Address HDFC BANK LTD
SCO B-212, GREEN FIELDS COLONY,
DIST - FARIDABAD
FARIDABAD 121003
City FARIDABAD
State HARYANA
Phone No 011 6100101
C/D Limit 0.00
Currency INR
Email shvseth@classiccaps.com
Cam ID 118916664
Account No 9020034785729 CAGEN
A/C Open Date 12/11/2018
Account Status Regular
RGS A/B I/C HDFA0002515 MICR 110240306
Branch Code 2515 Product Code 256

Nomination: Not Registered

From: 01/04/2019 To: 31/03/2020

Statement of account

Date	Description	Debit	Credit	Balance
	XXXXXXXXX5919-SALARY			
28/02/20	0294100011931-TPT-SALARY-AMBIKA SETH	000000198462800	28/02/20	30,000.00
28/02/20	RHDP8566773472STANDARD CHARTERED B	0000201992618114	28/02/20	20,000.00
29/02/20	02941000156591-TPT-SHIV-SHIV SHANKAR SET H	000000146739932	29/02/20	30,615.00
02/03/20	JMPS P2P 005909363954428072/2020 280220 -MIR2006135508177	MIR2006135508177	02/03/20	5.90
03/03/20	02941000156591-TPT-SHIV-SHIV SHANKAR SET H	000000303370649	03/03/20	14,994.10
05/03/20	90200044390105-TPT-FOR CASH UNITED ASSOC IATES	000000226805443	05/03/20	10,000.00
05/03/20	NEFT DR-SBIN002481-MUKESH SHARMA-NETBAN K, MUM-N065201083195073-LEGAL FEE CLASSI C	N065201083195073	05/03/20	10,000.00
06/03/20	JMPS-00661315213-ABHINANDAN-UBIN-XXXXXX XXXXX7813-SALARY	00000661315213	06/03/20	9,723.00
06/03/20	02941000156591-TPT-BALANCE-SHIV SHANKAR SETH	000000153196085	06/03/20	15,277.00
08/03/20	90100044390105-TPT-FOOD-UNITED ASSOCIA TES	000000178534452	08/03/20	50,000.00
08/03/20	50200017055511-TPT-SHIVANKAR MEDS-PIONEER R MEDICOS	000000187906044	08/03/20	7,000.00
09/03/20	50200044390105-TPT-FOR SALARY-UNITED ASS OCIATES	000000194910820	09/03/20	40,000.00
11/03/20	02941000156591-TPT-CC PAY-SHIV SHANKAR S ETH	000000223785941	11/03/20	3,000.00
12/03/20	RTGS CR-UBIN0562106-VIHAAN METALS P LT D-SSS FOODS AND HEALTHCARE-UBINR22020031 200692873	UBINR22020031200 692873	12/03/20	679,258.00
12/03/20	JMPS P2P 00661315213-M06-03/2020 06/03/20 -MIR2007052330949	MIR2007052330949	12/03/20	5.90
12/03/20	CASH W/D - CHQ PAID - PALWAL, HARY	000000000000080	12/03/20	251,000.00
				428,252.10

HDFC BANK LIMITED

Our statements include funds earmarked for fixed asset-invested funds. Details of this statement will be considered correct if no error is reported within 30 days of receipt of statement. The address on this statement is that on record with the Bank as at the day of requesting the statement.

State account branch OFFICE: 08644AC927021174
HDFC Bank GSTIN number details are available at <https://www.hdfcbank.com/personal/making-governance-online-payment-pays-and-services-ey>,
Registered Office: A, Jhansi Road, C. Bank, Haveli, Sarpanch Bazar, Meerut-201001

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Account Branch Address: GREEN FIELDS COLONY, HDFC BANK LTD, SOUTH 212, GREEN FIELDS COLONY, DIST. FARIDABAD, FARIDABAD-121009, HARYANA, PIN-121009

City: FARIDABAD
 State: HARYANA
 Phone no: 011-26686161
 HD Limit: 100
 Currency: INR
 Email: shivseth@classiccaps.com
 Cost ID: 11851664
 Account No: 5020004780720 (AGEN)
 A/c Open Date: 12/11/2018
 Account Status: Regular
 RTGS-NET B/W: HDFC0002515 MICR: 110240306
 Branch Code: 2515 Product Code: 216

MS-SSS FOODS AND HEALTH CARE
LOW PHASE I
 DLF INDI AREA
 FARIDABAD 121003
 HARYANA INDIA
 JOINT HOLDERS:



Nomination: Not Registered

From	To	Statement of account			
12/03/20	02941930011951-TPT SALARY-AMBIKA SETH	00000017291495	12/03/20	29,000.00	40,292.10
12/03/20	02941000056591-TPT-SHIV-SHIV SHANKAR SETH	0000000172935440	12/03/20	75,000.00	328,292.10
	H				
12/03/20	02941000056591-TPT-CREDIT CARD-SHIV SHANKAR SETH	0000000172962172	12/03/20	1,252.10	325,000.00
12/03/20	NEFT DR-UBIN0561509-RAJINDER-PALWAL, HARY-N072201091780465	0000000000000087	12/03/20	16,612.00	308,388.00
12/03/20	NEFT DR-PUNB0317900-SHAAN PARUJA-PALWAL, HARY-N072201091797228	0000000000000089	12/03/20	26,136.00	282,252.00
12/03/20	NEFT DR-ICIC0006303-RAJENDER-PALWAL, HARY-N072201091806392	0000000000000090	12/03/20	47,100.00	235,152.00
12/03/20	NEFT DR-SBIN0016109-RAJESH KUMAR-PALWAL, HARY-N072201091798505	0000000000000091	12/03/20	23,000.00	212,152.00
12/03/20	NEFT DR-UBIN0541214-DURGA PURI GOSWAMI P, ALWAL, HARY-N072201091807152	0000000000000092	12/03/20	47,391.00	164,761.00
12/03/20	NEFT DR-ICIC0001842-YASHWANT SINGH RAWAT-PALWAL, HARY-N072201091808410	0000000000000093	12/03/20	43,000.00	121,761.00
12/03/20	NEFT DR-SBIN0007807-DEEP CHAND-PALWAL, HARY-N072201091800250	0000000000000094	12/03/20	11,000.00	110,761.00
12/03/20	NEFT DR-PUNB0077800-LAL MANI-PALWAL, HARY-N072201091795500	0000000000000086	12/03/20	17,155.00	93,606.00
12/03/20	NEFT DR-UBIN0450321-KARAN SINGH-PALWAL, HARY-N072201091768185	0000000000000084	12/03/20	12,924.00	80,682.00
13/03/20	NEFT DR-SBIN0002481-MUKESH SHARMA-NETBAN K, MUM-N073201092562334-CLASSIC LEGAL FE E	N073201092562320	13/03/20	2,000.00	78,682.00
13/03/20	NEFT DR-IBK10000343-DEVENDER SINGH-NETBAN K, MUM-N073201092567848-SALARY	N073201092567848	13/03/20	15,000.00	63,682.00
13/03/20	NEFT DR-UBIN0541214-KRISHAN KUMAR PARUJA-NETBANK, MUM-N073201092572020-SALARY CT, ASSIC	N073201092572020	13/03/20	57,500.00	6,182.00
13/03/20	1020050355891-TCATERUSAIRTEL	0000200734512405	13/03/20	740.00	5,442.00

HDFC BANK LIMITED
 Current balance includes funds earmarked for fixed and structured bond investments. This statement will be considered correct as per company's best practice 30 days of receipt of statement. The address on this statement is not registered with the Bank as of the day of requesting to be correct.
 For e-statement GSTIN: 06AAAC1279C1124
 For Bank GSTIN: 06AAAC1279C1124
 Registered Office Address: HDFC Bank House, Sector 19, Plot 1, Market Area, Gurgaon, Haryana-122002

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Account Branch Address: GREEN FIELDS COLONY
HDFC BANK LTD
SCO B-212, GREEN FIELDS COLONY,
DIST - FARIDABAD
FARIDABAD 121003
City: FARIDABAD
State: HARYANA
Phone no: 011-61606161
Toll Free No: 18816664
E-mail: shivseth@hdfcbank.com
Account No: 5020044390105 C/AGEN
CC Open Date: 12/11/2018
Account Status: Regular
R/S/N/E/C: HDFC0002535 MICR: 11024006
Branch Code: 2535 Product Code: 236

MS. **SSS FOODS AND HEALTH CARE**
E39 PHASE 1
DLF INDI AREA
FARIDABAD 121003
HARYANA INDIA
JOINT HOLDERS :
Nomination : Not Registered



From : 01/04/2019		To : 31/03/2020		Statement of account		
15/03/20	02941000056591 -TPT-CASH-SHIV SHANKAR SETH	0000000293710914	15/03/20	422.00		5,000.00
16/03/20	109799969295/CCABIGROCKIN	0000200766465781	16/03/20	2,462.66		2,577.34
17/03/20	02941000056591 -TPT-FOR BATTER-SHIV SHANKAR SETH	0000000272318989	17/03/20		10,000.00	12,237.34
17/03/20	50200044390105-TPT-CLASSIC EXPENSE-UNITED ASSOCIATES	0000000272286744	17/03/20	10,000.00		2,537.34
17/03/20	NEFT CHGS BRN INCL GST 120320-MIR2007564132710	MIR2007564132710	17/03/20	21.24		2,516.10
17/03/20	IB CASH WDL CHGS INCL GST 120320-MIR2007564363592	MIR2007564363592	17/03/20	474.36		2,041.74
18/03/20	50200044390105 -TPT-SSS UNITED ASSOCIATES	0000000296348794	18/03/20		140,000.00	142,041.74
18/03/20	02941930011931-TPT-SALARY-AMBIKA SETH	0000000143204792	18/03/20	25,000.00		117,041.74
18/03/20	02941000056591 -TPT-SHIV CC-SHIV SHANKAR SETH	0060000143224581	18/03/20	57,041.74		60,000.00
18/03/20	02941060056591-TPT-FOR CASH-SHIV SHANKAR SETH	0000000143776132	18/03/20	20,000.00		40,000.00
19/03/20	50200044390105 -TPT-CS PAYMENT-UNITED ASSOCIATES	0000000120061341	19/03/20		15,873.66	55,873.66
19/03/20	02941000056591-TPT-SHIV-SHIV SHANKAR SETH	0000000158794643	19/03/20	20,273.66		35,000.00
19/03/20	50200044390105 -TPT-SSS UNITED ASSOCIATES	0000000123177148	19/03/20		90,000.00	125,000.00
19/03/20	02941000056591-TPT-INDUSIND-SHIV SHANKAR SETH	0000000125404500	19/03/20	65,000.00		60,000.00
19/03/20	NEFT DR-L71B000007-NEERAJ SRIVASTAVA-NEETIBANK, MUM-079920098424767-CLASSIC FEES	N079201098424767	19/03/20	10,000.00		50,000.00
20/03/20	50200044390105-TPT-FOR CASH-UNITED ASSOCIATES	0000000136957295	20/03/20	10,000.00		40,000.00
20/03/20	50200044390105 -TPT-SSS-UNITED ASSOCIATES	0000000140510701	20/03/20		8,210.00	48,210.00

HDFC BANK LIMITED

Any banking or financial institution is not responsible for the validity and accuracy of the information in this statement. The address on the statement is that entered with the Bank as on the date of request for statement.
The Bank's GSTIN number details are available at www.hdfcbank.com or personal banking payments online to request for details and services.
HDFC Bank, GSTIN number details are available at www.hdfcbank.com or personal banking payments online to request for details and services.
HDFC Bank, GSTIN number details are available at www.hdfcbank.com or personal banking payments online to request for details and services.

TRUE COPY

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Account Branch : GREEN FIELDS COLONY
 Address : HDFC BANK LTD
 SCO-B-212, GREEN FIELDS COLONY,
 DIST - FARIDABAD
 City : FARIDABAD 121003
 State : HARYANA
 Phone No : 011-61606161
 OD Limit : 0.00
 Currency : INR
 Email : shivseth@classicaps.com
 Cust ID : 118816064
 Account No : 90200034783720 CAGEN
 A/C Open Date : 12/11/2018
 Account Status : Regular
 RTGS/NEFT IFSC : HDFC0002535 MICR : 110240306
 Branch Code : 2535 Product Code : 255

M/S. SSS FOODS AND HEALTH CARE
 1ST PHASE I
 DLF INDL AREA
 FARIDABAD 121003
 HARYANA INDIA
 JOINT HOLDERS :



Nomination : Not Registered

From : 01/04/2019		To : 31/03/2020		Statement of account		
25/03/20	02941000056591-TPT-SHIV-SHIV SHANKAR SET	0000000275495695	20/03/20	13,810.00		35,000.00
	H					
25/03/20	NEFT DR-UBIN0561509-ABHINANDAN-NETBANK, MUM-N085201102823392-SALARY	N085201102823392	25/03/20	5,000.00		30,000.00
27/03/20	NEFT DR-UBIN0561509-ABHINANDAN-NETBANK, MUM-N067201104152803-SALARY	N067201104152803	27/03/20	5,000.00		25,000.00

STATEMENT SUMMARY :-

Opening Balance	Dr Count	Cr Count	Debits	Credits	Closing Bal
28,503.50	282	81	17,330,296.65	17,286,793.15	25,000.00

Generated On: 12-Feb-2021 13:44

Generated By: 118816066

Requesting Branch Code: NET

This is a computer generated statement and does not require signature

16. We went through the Bank Statements and failed to find any entry as claimed by R-2 & R-4 in support of the payments alleged to have been made by them on behalf of the CD to the vendors of the CD. **Hence, we find no merit in this defence too.**

17. The next contention as raised by Respondents No. 1, 2 and 4 in their subsequent Affidavits that payments were made to them pursuant to the unsecured loans given by Respondent No. 3. It is contended that R-3 had

granted an unsecured loan of Rs.35 lakhs to R-2 and of Rs.50 lakhs to R-4.

The alleged Loan Agreements, as placed on record, reads thus:

Annexure - 4 (Colly.)

(24)

LOAN AGREEMENT

THIS AGREEMENT is made at Faridabad on this the **1st day of April, 2019**

BETWEEN

M/s. Metal Craft Bottle Seals LLP., a Company incorporated under the Companies Act, 1956 having its Registered Office at 14/4 Mathura Road, Faridabad, Haryana – 121003, India (hereinafter referred to as "**The Lender**") which term or expression shall unless excluded by or repugnant to the subject or context hereof shall mean and include its heirs, successors and assigns of the **ONE PART**;

AND

Mr. Sanjeev Seth s/o Sham Sunder Seth residing at J-34 Lajpat Nagar 3, New Delhi – 110024, India (hereinafter referred to as "**The Borrower**") which terms or expression shall unless excluded by or repugnant to the subject or context hereof shall mean and include its heirs, successors and assigns of the **SECOND PART**

WHEREAS:

- A. The Borrower has approached "The Lender" for grant of unsecured loan of Rs. 35,00,000/- (Rupees Thirty-Five Lakhs only) for a period of 3 years beginning from the first date of disbursal of loan.

WITNESSED BY:





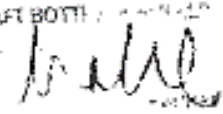
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B. The Lender has favorably considered the request of the Borrower and has agreed to lend and advance an interest-carrying unsecured loan of Rs. 35,00,000/- (Rupees Thirty Five Lakhs only) to the Borrower on the terms and conditions and covenants that follow.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:



1. At the request of the Borrower, the Lender lends an advance to the Borrower an unsecured loan of Rs. 35,00,000/- (Rupees Thirty Five Lakhs only) for a period of 3 years beginning from the first date of disbursal.
2. The said unsecured loan shall carry an interest @ 15% per annum payable at annual rests.
3. The said unsecured loan is repayable in single-bullet instalment at the end of 3 years beginning from the first date of disbursal. However, the Borrower shall be at the liberty to repay any amount either in part or in full at any time before the said period of repayment without attracting any additional charge.
4. In case of delay or default in payment, whether of the principal or of the interest or any part thereof the Lender shall be entitled and the borrower shall be liable to pay a penal interest @ 3% per annum over and above the interest mentioned hereinabove. However, an interest-free curation period of 15 days shall be made available to the Borrower to rectify the delay or default in payment.

(BY THE BOTTLE BOTTLE)




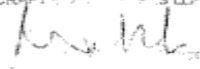

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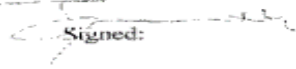
- 5. If the Borrower defaults on its payments and fails to cure the said default within the prescribed time-period, the Lender shall be at the liberty to recall the entire remaining amount of Principal and any accrued Interest immediately due and payable along with applicable penal interest.
- 6. Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
- 7. In the event that any provision of this Agreement is deemed to be invalid or unenforceable, either in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable.
- 8. In the event of a dispute resulting in legal action, the successful party will be entitled to recompense of legal charges borne by it including, but not limited to, attorneys' fees, court fee, etc.
- 9. This Agreement shall be governed by the laws of the State of Haryana.
- 10. This Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

BY METALCAPS BOTTLE CO




TRUE COPY

IN WITNESS WHEREOF the parties herein have signed this agreement in acceptance of all terms stated above on the date and place mentioned hereinabove.

LENDER:
BY METALCAPS BOTTLE CO PVT. LTD.
 Signed: 
 Name: M.K. Mehtani
 Date: 1st April 2019

BORROWER:
 Signed: 
 Name: Sanjeev Seth
 Date: 1st April 2019

WITNESSES:

- 1. Name: Pradeep Anand s/o Sh. Latesh Mathur, DASS AN
s/o 2132 Sainik colony, Ftd.
- 2. Name: Kishan Kumar s/o Sh. Lt. Sh. L.R. Laksh
s/o 159, SECTOR-301, FORT NAUF

XXXX XXXX XXXX XXXX XXXX

LOAN AGREEMENT

THIS AGREEMENT is made at Faridabad on this the 1st day of April, 2019

BETWEEN

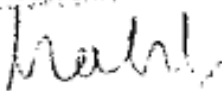
M/s. Metal Craft Bottle Seals LLP., a Company incorporated under the Companies Act, 1956 having its Registered Office at 14/4 Mathura Road, Faridabad, Haryana – 121003, India (hereinafter referred to as "The Lender") which term or expression shall unless excluded by or repugnant to the subject or context hereof shall mean and include its heirs, successors and assigns of the ONE PART;

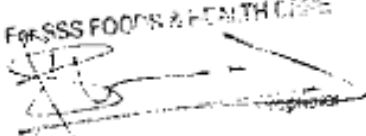
AND

M/s. SSS Foods & Health Care, a proprietorship concern having its place of business at I-39, DLF Industrial Estate, Phase I, Faridabad, Haryana - 121003 (hereinafter referred to as "The Borrower") which terms or expression shall unless excluded by or repugnant to the subject or context hereof shall mean and include its heirs, successors and assigns of the SECOND PART.

WHEREAS:

- A. The Borrower has approached "The Lender" for grant of unsecured loan of Rs. 50,00,000/- (Rupees Fifty Lakhs only) for a period of 3 years beginning from the first date of disbursal of loan.

FOR METAL CRAFT BOTTLE SEALS LLP.



FOR SSS FOODS & HEALTH CARE


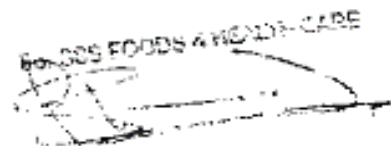
TRUE COPY

B. The Lender has favorably considered the request of the Borrower and has agreed to lend and advance an interest-carrying unsecured loan of Rs. 50,00,000 (Rupees Fifty Lakhs only) to the Borrower on the terms and conditions and covenants that follow.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. At the request of the Borrower, the Lender lends an advance to the Borrower an unsecured loan of Rs. 50,00,000 (Rupees Fifty Lakhs only) for a period of 3 years beginning from the first date of disbursal.
2. The said unsecured loan shall carry an interest @ 15% per annum payable at annual rests.
3. The said unsecured loan is repayable in single-bullet instalment at the end of 3 years beginning from the first date of disbursal. However, the Borrower shall be at the liberty to repay any amount either in part or in full at any time before the said period of repayment without attracting any additional charge.
4. In case of delay or default in payment, whether of the principal or of the interest or any part thereof the Lender shall be entitled and the borrower shall be liable to pay a penal interest @ 3% per annum over and above the interest mentioned hereinabove. However, an interest-free curation period of 15 days shall be made available to the Borrower to rectify the delay or default in payment.





TRUE COPY

- 5. If the Borrower defaults on its payments and fails to cure the said default within the prescribed time-period, the Lender shall be at the liberty to recall the entire remaining amount of Principal and any accrued Interest immediately due and payable along with applicable penal interest.
- 6. Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
- 7. In the event that any provision of this Agreement is deemed to be invalid or unenforceable, either in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable.
- 8. In the event of a dispute resulting in legal action, the successful party will be entitled to recompense of legal charges borne by it including, but not limited to, attorneys' fees, court fee, etc.
- 9. This Agreement shall be governed by the laws of the State of Haryana.
- 10. This Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

M.K. Mehtani

Shiv Shankar Seth

TRUE COPY

IN WITNESS WHEREOF the parties herein have signed this agreement in acceptance of all terms stated above on the date and place mentioned hereinabove.

LENDER:
 Signed: *M.K. Mehtani*
 Name: M.K.Mehtani
 Date: 1st April 2019

BORROWER:
 Signed: *Shiv Shankar Seth*
 Name: Shiv Shankar Seth
 Date: 1st April 2019

WITNESSES:

- 1. Name: *Prakash Dahiya* s/o Sh. *Lal Bahadur Mehta* D.A.S. Am...
Prakash no *2139* *Sarvjit Colony* *GB*
- 2. Name: *Kishan Kumar* s/o Sh. *L. Sh. L. R. Bhatn*
Anand no *159* *Sec. Ind. 30* *F. Moha Saraj*

18. In this regard, during the course of the hearing on 05.02.2021, this Adjudicating Authority raised a query as to how the unsecured loans were granted by R-3. It was only thereafter by filing additional affidavits dated 13.02.2021, Respondent No. 2 and 4 brought on record the Loan Agreements for the very first time. The Replies filed by the Respondents neither made any reference to such Loan Agreements nor were they annexed to the replies. Further, the above-mentioned Loan Agreements are alleged to have been entered in the year 2019 with a tenure of 03 years each, which is over now. But there is nothing placed on record to demonstrate that Respondent No. 2 and 4 have either paid interest or discharged the said Loan Amounts of R-3 and if not, whether R-3 has taken any steps for recovery. Furthermore, both the above-mentioned Loan Agreements are unstamped. Hence, the veracity of such unstamped loan agreements produced subsequent to the filing of replies by the respondents is not free from doubts. Resorting to such agreements could be an afterthought to overlap one transaction with the other. **Hence, no reliance can be placed on the said Loan Agreements.**

19. At this juncture, we also refer to the e-mail dated 25.07.2020 sent by Respondent No. 1 (Proprietor of R-4) to the Applicant, which reads thus:

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ANNEXURE A8

8/3/2020

Primus Resolutions Mail - Re: Information required



Classic Caps <classiccaps@primusresolutions.in>

Re: Information required

1 message

Shiv Seth <shivseth@classiccaps.com>

To: "Classic Caps (Primus)" <classiccaps@primusresolutions.in>

Cc: sk kundra <kundra.sk27@gmail.com>

25 July 2020 at 16:34

Dear Sir,

Please find my reply to your below points:

1. Whatever information you have sought, we are providing the same to you from time to time even sometimes repeatedly . Our main accounting computer which has tally access is with you, passwords of the same have been changed by your team, hence we have no further access to the same. So all the details that your are asking for is in the tally itself.
2. As explained earlier, the payments made by metal craft are either made directly to meet the cost of electricity or gas expenses for the factory and balance payment has been made to the promoters and sister concern to meet the expenses for salary and other expenses payment of the company. In fact they have made excess payments to us in the shape of an unsecured loan on personal basis. In a way the directors have taken on personal liability to reduce the liability on the company. Tally ledgers of Mr Sanjeev Seth and SSS foods have been attached for your perusal which were shared earlier also. The proceeds against the Job work were routed as above because if any amount is deposited in the bank account of the company , the same would have got adjusted against the dues and we would not have any money to make payment for salary etc.
3. The account was overdrawn due to non payment of bank dues, hence there was no drawing power during the stipulated period of transactions.
4. We have been co-operating with you from time to time although no response has still been received regarding the pending job work to be executed and further course of action. We have been making the request for more than a month now and causing damages in reviving the unit for a better resolution plan.

Furthermore we would like to add that, there are about 20-22 workers coming to the factory on a daily basis and many more calling us for their due salaries for the months of March, April, May and June while the company was under the CIRP period. They are also waiting for further instructions for what work they have to do as they have been coming daily and sitting outside. This is an additional cost to the CoC which should not be incurred if there is no production taking place.

There is absolutely no guidance or directions from the RP for further course of action wrt despatches, production and orders for the reasons best known to you. This is against the spirit of the CIRP process which is the main responsibility of the RP to keep the corporate debtor as a going concern.

Kindly advise us regarding the pending dispatched as M/s Metal Craft is calling us daily for the same.

Thanks & Regards
Shiv

Through the above-mentioned e-mail, the Respondent No. 1 has admitted that *“The proceeds against the Job work were routed as above because if any amount is deposited in the bank account of the company, the same would have got adjusted against the dues and we would not have any money to make payment for salary etc.”* This is further corroborated by the statement given by R-1 in the 3rd meeting of the CoC held on 09.07.2020 (as already noted in para 9.3 above), where the promoter/R1 admitted to receiving the money in his personal account.

20. We further observe that Respondents No. 2 and 4 did not route the entire business transactions/proceeds through the CC Account No. 512020010014588” of CD as stipulated by the sole creditor of CD viz., City Union Bank in its NOC letter dated 10.05.2019.

21. At this stage, we refer to Section 45 and 48 of IBC 2016, the contents of which reads thus:

45. Avoidance of undervalued transactions. -

(1) If the liquidator or the resolution professional, as the case may be, on an examination of the transactions of the corporate debtor referred to in sub-section (2) ¹[***] determines that certain transactions were made during the relevant period under section 46, which were undervalued, he shall make an application to the Adjudicating Authority to declare such transactions as void and reverse the effect of such transaction in accordance with this Chapter.

(2) A transaction shall be considered undervalued where the corporate debtor—

(a) makes a gift to a person; or

(b) enters into a transaction with a person which involves the **transfer of one or more assets by the corporate debtor** for a consideration the value of which is significantly less than the value of the consideration provided by the corporate debtor, **and such transaction has not taken place in the ordinary course of business of the corporate debtor.**

XXXX

XXXX

XXXX

XXXX

XXXX

48. Order in cases of undervalued transactions. -

(1) The order of the Adjudicating Authority under sub-section (1) of section 45 may provide for the following: -

(a) require any **property** transferred as part of the transaction, to be vested in the corporate debtor;

(b) release or discharge (in whole or in part) any security interest granted by the corporate debtor;

(c) require any person to pay such sums, in respect of benefits received by such person, to the liquidator or the resolution professional as the case may be, as the Adjudicating Authority may direct; or

(d) require the payment of such consideration for the transaction as may be determined by an independent expert.

22. From a perusal of Section 45 of IBC 2016, it is seen that a transaction can be considered undervalued if the corporate debtor transfers one or more assets by the corporate debtor at a value significantly less than the value of the consideration provided by the corporate debtor. In the instant case, the Ex-Promoters/Respondents 1, 2 & 4 routed the proceeds/charges for Job Work done by the CD into their personal accounts, and job work revenue of Rs.69.93 lakhs was not credited to the books/accounts of the CD despite such condition imposed by the sole Creditor City Union Bank vide their NOC letter dated 10.05.2019. Thus, in effect, the job work performed by the Corporate Debtor was undervalued to the extent that it was rendered without any value or 'NIL' consideration. Further, the Respondent No. 1 in the e-mail dated 25.07.2020 sent to the Applicant/RP clearly admitted that if the amount had been deposited to the CD's bank account, the sole financial creditor, the City Union Bank would have adjusted the same against Bank's dues.

23. The term 'asset' as referred to in section 45 has not been defined under IBC, however, the term 'property' as referred to in section 45 is defined under Section 3(27) of IBC 2016, which inter alia, includes 'money'. Hence, we conclude that the job work revenue of Rs. 69.93 lakhs of CD, which was deposited by Respondents NO 1, 2 and 4 into their own accounts at the cost of CD and its sole Creditor the City Union Bank, is an undervalued transaction under section 45 and in terms of Section 48(1)(a) of IBC 2016, **we allow the prayers (b) and (c) of the applicant with an interest @ 10%, and direct the Respondents No. 2 and 4 to contribute jointly a sum of Rs. 69.93 Lakhs (sixty-nine lakhs ninety-three thousand) only to the CIRP account of Corporate Debtor as to be specified by the Applicant/RP within 30 days from the date of this order.**

24. **The application accordingly stands allowed.**

25. Lastly, this Adjudicating Authority vide order dated 13.02.2020 initiated the CIR process against the Corporate Debtor and appointed Mr. Rattan Chaudhry IP (IBBI/IIPA-002/IP-N00325/2017-2018/10930) as IRP of the CD. Subsequently, on the recommendation of COC, he was replaced by Mr. Subhash Kumar Kundra as RP vide order dated 11.06.2020 of this Adjudicating authority. Mr. Subhash Kumar Kundra/the Applicant herein, who took over the charge of the CD on 18.06.2020, as noted in para 6.3 above, has stated that *"...during a visit on 18.06.2020, **the Applicant/RP observed nearly 70 workmen working at the plant of the Corporate Debtor situated at Palwal. On inquiry about the work being performed at the plant, the Promoters shared a copy of the agreement dated 01.04.2019***

between CD and R3 on 22.06.2020 which was unsigned and unstamped.

No board resolution could be provided by the Promoters.” It is not clear how and under what circumstances, the plant premises of the CD continued to be utilised by the promoters/suspended Directors despite the CD already being into CIRP since 13.02.2020 and under the control of IRP for a period of more than 04 months. Let IBBI enquire into the matter after providing the due opportunity of hearing to the IRP and take action, as deemed appropriate if required.

Sd/-
(L. N. GUPTA)
MEMBER (T)

Sd/-
(ASHOK KUMAR BHARDWAJ)
MEMBER (J)