



**July 18, 2023/Bhagwanpur, Roorkee**

To,

1. Mr. R.K. Mishra S/o Shree R.I Mishra, Proprietor, M/s Cross Air and Co.,  
[GSTIN:05AMCPM4682L1ZR, F-104, Industrial Area, Bahadrabad, Sidcul, Haridwar 249402 / Plot No 30G-1, Sector11 HE, Sidcul Haridwar 249403 ]
2. Ms. Mayanka w/o Mr. R.K. Mishra, Proprietor, M/s Cross Air Industries, [GSTIN:05AWIPM1036A1Z6, S-437, Shivalik Nager, BHEL, Haridwar 249403]

**Subject:** Intimation letter of Discrepancies in supplies made by both of you and Non-Compliance with Purchase Orders, Demand for Refund, and Cancellation of Pending Orders.

**Reference:** - M/s Aginze Life Science Private Limited Tara Smriti, Saketpuri, Bazar Samiti, P.S- Bahadurpur, Patna, Bihar, PIN 800016 having its newly installed pharma unit at Raipur Bhagwanpur, Roorkee

**Kind Atten:- Mr. RK Mishra and Ms. Mayanka,**

We are compelled to write this common letter to both of you in light of certain serious issues that have emerged regarding the execution of purchase orders placed with your family owned respective firms, M/s Cross Air and Co. and M/s Cross Air Industries.

Aginze Life Science Private Limited, in its endeavor to establish a pharma manufacturing unit at Raipur, Bhagwanpur, Roorkee, District. Haridwar, entered into a business relationship with you and your firms in good faith. However, continuous series of events have prompted us to re-evaluate the said relationship due to a series of discrepancies that have surfaced upon reviewing the invoices and the actual goods received.

Upon a detailed examination of the deliveries and corresponding invoices, we have found considerable discrepancies in quality, quantities delivered and the prices billed. These discrepancies are not merely minor deviations but amount to a significant breach of our agreement, which we cannot overlook. Apart from above, following points are also notable here;

1. Most of purchase orders (Except 2 No.s of PO) were issued by us only in the name of M/s Cross Air Industries. While you are supplying the most of material & raised the most of your invoices from the firm namely M/s Cross Air and Co. even without having suitable Purchase order from our company.
2. Your firm namely M/s Cross Air Industries was running as a composition supplier under the GST law until 31.03.2023, in spite of this fact you separately charged GST in your invoices issued by this firm.
3. It is being noticed that you have been or will be issued fake invoices in the name of our company i.e. M/s Aginze Life Science Private Limited, without having any bonafied supplies to the company. After proper investigation, all of these type of invoices may be reported to the various departmental and evasion wings and enforcement agencies for their further proceedings.

Below is a detailed breakdown of these discrepancies (Firm Wise) have been found out by us till date is enclosed in following annexure enclosed here with for your ready reference;

Firm name/s	Annexure No.
M/s Cross Air and Co.	Annexure-1

**SITE ADDRESS: AGNIZE LIFE SCIENCE PVT. LTD.**

**KHASRA No 210, RAIPUR, BHAGWANPUR, ROORKEE, DIST: HARIDWAR UTTARAKHAND 247661**

**E MAIL ID : [AGNIZELIFE2019@GMAIL.COM](mailto:AGNIZELIFE2019@GMAIL.COM) MOBILE No +91 9368504456 & +91 7481970398**





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(Invoices for Consulting services and payments thereof are not included in this annexure)	
M/s Cross Air Industries	Annexure-2

The table above indicates numerous instances where the delivered quantity of goods or quality is significantly less than what was stipulated in the corresponding purchase order. This not only disrupts our operations but also imposes an undue financial burden on us due to the inflated prices billed for the under-delivered goods.

Moreover, it has come to our attention that the prices billed in certain instances are considerably higher than those agreed upon in the purchase orders. This constitutes a direct violation of our agreement and is indicative of unethical business practices.

We initially engaged in this business relationship based on trust and the expectation of mutual benefit. However, the misleading information and the inconsistent practices of your firms have led to a severe breach of that trust.

We hereby demand an immediate rectification of these discrepancies. You are required to adhere strictly to the terms specified in the purchase orders henceforth. Failure to comply with these terms may force us to take legal action to seek redress for the losses incurred due to these discrepancies.

Due to these significant discrepancies and the resulting breach of trust, we hereby demand an immediate refund of the overcharged amounts. The total amount to be refunded is the sum of the 'Difference in Total Billed Amount' as indicated in the table below.

(Amt. in Rs.)

Particulars	M/s Cross Air and Co. through its prop. <b>Mr. RK Mishra</b>	M/s Cross Air Industries through its prop. <b>Ms. Mayanka</b>
Your Total Billed Amount	52614473.81	13646137.02
Difference due to discrepancies as given in annexure- 1 above (One debit against Cross Air & Co. is already being issued and provided to you earlier, remaining debit notes will be issued as and when all discrepancies will be settled down by you both)	34049048.98	6617000.57
Admissible amount of your supply till date	18565424.84	7029136.45
Amount paid by Aginze Life Science Private Limited (Detailed payment sheet is given in Annexure-1 & 2 above)	42930409.00	30413062.00
<b>Amount Refundable to Aginze Life Science Private Limited</b>	<b>24364984.16 + Interest @18% PA</b>	<b>23383925.55 + + Interest @18% PA</b>

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Furthermore, in light of these events and the ensuing loss of faith in your firms, we have decided to cancel all pending orders with immediate effect. We no longer have the confidence that your firms can fulfill our requirements in a fair and ethical manner.

Failure to comply with our demand for a total refund of aforesaid amount within 15 business days from the date of this letter will leave us with no choice but to seek legal redress. We trust you will take immediate action to rectify these discrepancies and refund the overcharged amounts to avoid further complications.

We trust that you both shall treat this matter with the seriousness it deserves and accordingly will refund our entire above amount with an interest amount which should be calculated @ 18% PA &.

We expect an immediate response from your end outlining the measures you intend to take to rectify these discrepancies.

Yours sincerely,



Sunil Prasad,

Authorized Signatory of

M/s Aginze Life Science Private Limited

Tara Smriti, Saketpuri, Bazar Samiti,

P.S- Bahadurpur, Patna, Bihar, PIN 800016

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