

U45207GJ2012PLC070279

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September 29, 2022

To,

Archeus Law (representing M/s Shanxi Tianbao Group Co. Ltd.)

mail@archeuslaw.com

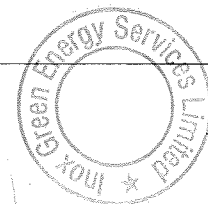
Re: Response to your letter dated September 13, 2022 sent on behalf of your client M/s Shanxi Tianbao Group Co. Ltd. ("Complainant") ("Notice") to the reply dated September 10, 2022 filed by Inox Green Energy Services Limited ("Company") ("Reply to the Fresh Complaint") to the letter dated September 1, 2022 ("Fresh Complaint") sent on behalf of the Complainant which was filed against the reply dated June 28, 2022 filed by our Company ("Reply") to your letters dated May 7, 2022 and June 3, 2022 ("Complaints"), sent on behalf of the Complainant, in relation to the draft red herring prospectus dated February 7, 2022 which was subsequently withdrawn by our Company ("February DRHP") and the draft red herring prospectus dated June 17, 2022 ("June DRHP") filed by our Company in relation to its proposed initial public offering of equity shares ("Offer").

We are in receipt of your Notice.

Please note that none of the contents of the Notice, may be deemed to be admitted merely on the reason that our Company is not specifically dealing with any averment, allegation or submission.

In relation thereto and without prejudice to our rights, please find below our response:

Para	Allegation	Response
1.	We refer to the DRHP referred above. We understand that the necessity in the revision of DRHP had arisen primarily on account of the non-disclosure of certain critical information in the then DRHP, including non-disclosure of certain debt owed by the Promoter, INOX Wind. One of such disclosures, which was significantly missing from the then original DRHP pertained to the acknowledged principal debt of INR 25 crores, owed by INOX Wind to our client, M/s Shanxi Tianbao Group Co. Ltd. ("Shanxi/Our Client"). In this regard, we refer to our earlier notices dated May 9, June 2 and September 1, 2022, wherein the entire correct facts of the case were disclosed along with necessary evidentiary documents, irrefutably establishing the acknowledged principal debt of INR 25 crores, payable by INOX Wind.	As specified in our Reply to the Fresh Complaint, per the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("SEBI ICDR Regulations"), an issuer company is required to summarise and disclose pending litigations involving, <i>inter alia</i> , the issuer company and its promoter. Further, we reiterate that the SEBI ICDR Regulations do not require our Company to disclose pending dues/principal debt of our Promoter in the Offer documents and accordingly, our Company did not include separate disclosures for pending dues of our Promoter, in the February DRHP and the June DRHP.

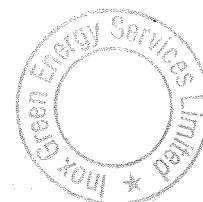


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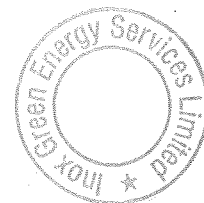
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2.	<p>The disclosures made by INOX Green in Item 4 under the head “Civil Proceeding against the Promoter” in Item 4 under the head “Civil Proceeding by Our Promoter” Pg 390 and 391 of DRHP respectively, are false and incorrect and have been maliciously distorted to represent completely misleading information. Para 4 of “Civil Proceeding against the Promoter” simply refers to the initiation of the Corporate Insolvency Resolution Process (“CIRP”) under Section 9 of Insolvency & Bankruptcy Code, 2016 (“IBC”) by Shanxi, however, while explaining these proceedings in the subsequent Para 4 @ Pg 391, there is a fraudulent attempt by both INOX Green and INOX Wind to completely twist and misrepresent the facts by falsely stating that the Settlement Agreement was contingent upon the condition to fulfill the obligations by Shanxi and that has not been fulfilled. The intention of Inox Green is clear and evident and that is to relay misleading information to their prospective investors.</p>	<p>As specified in our response to para 1 above, per the SEBI ICDR Regulations, an issuer company is required to summarise and disclose pending litigations involving, <i>inter alia</i>, the issuer company and its promoter.</p> <p>Accordingly, our Company has summarised and disclosed the details of the petition filed by the Complainant against our Promoter under the provisions of the Insolvency and Bankruptcy Code, 2016 before the National Company Law Tribunal, Chandigarh bench (“NCLT”) (“IBC Petition”) in serial number 4 of civil proceedings against our Promoter in the section titled “Outstanding Litigation and Material Developments” on page 390 of the June DRHP (“IBC Disclosure”).</p> <p>Our Promoter had entered into a settlement agreement dated December 1, 2017, with the Complainant, governing the terms of settlement of dues by our Promoter to the Complainant (“Agreement”). Please note that, per the requirements of the SEBI ICDR Regulations, our Company is not required to include disclosures for the settlement agreements entered into by our Promoter. Therefore, our Company has summarised and disclosed the petition dated January 14, 2020 filed for obtaining permanent and mandatory injunction against the Complainant by our Promoter before the Civil Judge, District Court, Gautam Budh Nagar (“Petition”), in serial number 4 of civil proceedings by our Promoter in the section titled “Outstanding Litigation and Material Developments” on page 391 of the June DRHP (“Petition Disclosure”) and not the Agreement.</p> <p>Thus, our Company has not concealed any information or made any incorrect disclosures in relation to the Agreement, in the June DRHP. As the matter is sub-judice, our Company’s intent in the disclosure was to specify facts without indicating merits of the Petition, either from the side of the Complainant or our Promoter.</p>
3.	<p>We have been advised by Our Clients and we also say based on our perusal of the Settlement Agreement that the assertions/disclosures made by INOX Green are false and highly misleading in as much as the Settlement Agreement referred above docs not have any</p>	<p>As specified in our response to para 2 above, in compliance with the SEBI ICDR Regulations which is the applicable law regarding the proposed initial public offering, our Company has not summarised and disclosed the Agreement or its terms in the June DRHP. Accordingly, our Company has not concealed</p>



	<p>such conditionalities and Inox Wind has clearly acknowledged the debt that it owed to Shanxi, which was to be paid without pre-condition or any qualifications. By bare perusal of this Settlement Agreement, it would be evident that the entire purpose of such a Settlement Agreement was to extend flexibility to Inox Wind by way of repayment of the acknowledged debt by INOX Wind in certain tranches and not at once. The deadlines for the payments have been breached almost more than two years back. Such false assertions in the DRHP are clearly a malafide attempt by INOX Green and INOX Wind to somehow secure some sort of legitimacy to their continuing refusal to pay the acknowledged debt to our clients. We once again enclose the copy of the Settlement Agreement and draw your attention to Recital 2 and 3, which narrates the reason leading to the execution of the Settlement Agreement. Thereafter, attention is also drawn to Clause 1(A), 1(C), 1(D), 1(E), 2(A), 2(B), 2(C), 6 and 7(B) of the Settlement Agreement. Reading the aforementioned terms conjointly would demonstrate that the principal amount of INR 25 crores is in the nature of acknowledged debt and it was specifically understood between the parties, that in the event of default by INOX Wind in making the payment, Our Client shall have the absolute right to initiate appropriate legal remedies to recover the same.</p>	<p>any information or made any misleading statement, in relation to the Agreement, in the June DRHP.</p> <p>We further reiterate that our Company is not required to disclose pending or acknowledged dues of our Promoter in the Offer documents, including in the February DRHP and the June DRHP. Please note that the Securities and Exchange Board of India ("SEBI") is not the appropriate authority to recover pending or acknowledged dues or to adjudicate on matters pending before the NCLT and accordingly, the Complainant should approach the appropriate authority for redressal of its alleged grievances.</p>
4.	<p>In view of the aforementioned facts and circumstances, we urge this Hon'ble Authority not to proceed further with the DRHP in its present form and substance and instead re-examine the disclosures made by INOX Green regarding its Promoter, INOX Wing in Item 4 under the head "<i>Civil Proceeding against the Promoter</i>" and Item 4 under the head "<i>Civil Proceeding by Our Promoter</i>" @ Pg 390 and 391 of DRHP, respectively, vis-a-vis the Settlement Agreement enclosed herein.</p>	<p>As specified in our response to paras 2 and 3 above, in compliance with the requirements of the SEBI ICDR Regulations, our Company has not summarised and disclosed the Agreement or its terms in the June DRHP. Accordingly, our Company has not concealed any information and or made any incorrect disclosure or misleading statements in the Petition Disclosure and/or the IBC Disclosure.</p>
5.	<p>Since the very beginning, when the original DRHP was submitted by INOX Green, INOX Green has been actively concealing material information and rather indulging in complete distortion of facts, with an intent to further mislead/its prospective investors.</p>	
6.	<p>This Hon'ble Authority must also take cognizance of the fact that INOX Green is misrepresenting the acknowledged debt as a</p>	



	disputed amount, in its DRHP, even after one of the Directors of INOX Wind, Mr. Rajeev Gupta, issued a handwritten promissory note to Shanxi, towards pending payment of the acknowledged debt. A copy of the handwritten promissory note is enclosed here for your ready reference.	
7.	Pursuant to the Application filed by Shanxi under Section 9 of Insolvency & Bankruptcy Code, 2016, and seeing the urgency in the case, the National Company Law Tribunal, Chandigarh has acceded to the request of Shanxi, and directed the case to be listed for final hearing on September 21, 2022. Our clients are confident that the Hon'ble NCLT will finally admit its application and direct for the initiation of CIRP proceedings against INOX Wind. In any case, until the time the Application is disposed of finally, the Hon'ble SEBI must restraint to proceed to finally approve the DRHP and may kindly keep the same in abeyance.	We reiterate that our Company has not concealed any information or made any incorrect disclosures, as alleged in the Complaints, Fresh Complaint and the Notice, in the February DRHP and June DRHP and no additional disclosure is required in the Offer document(s). Therefore, there is no ground for keeping the issuance of observations on the June DRHP by SEBI in abeyance. Further, there is no ground under the Securities and Exchange Board of India Act, 1992 or the Securities and Exchange Board of India (Framework for Rejection of Draft Offer Documents) Order, 2012 for rejection of the June DRHP.
8.	Further, the deliberate false and misleading information in the DRHP resubmitted by INOX Green on 17.06.2022 calls for immediate interference by the Hon'ble SEBI in exercise of its power under Section 11, 11(4), 11 A and 11 B of the Security and Exchange Board of India Act, 1992 read with the provisions of SEBI (Framework for Rejection Draft Offer Documents) Order, 2012 to prohibit the INOX Green from issuing prospectus or any offer document for raising public money or offering to sell the shares of its Promoter, INOX Wind.	

Our Company has and shall continue to make disclosures as required by the SEBI ICDR Regulations and the materiality policy adopted by the board of directors of our Company for disclosures to be made in the Offer documents.

Trust this clarifies.

Capitalised terms not specifically defined herein shall carry the same meaning as ascribed to them in the June DRHP.

Pooja

Authorized Signatory

Name: Pooja Paul

Designation: Company Secretary

