

ARCHEUS LAW

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Without prejudice

Strictly confidential

(marked only to persons addressed herein)

Date: September 13, 2022

To,

- (1) **SEBI Bhavan, Western Regional Office,**
Panchvati 1st Lane, Gulbai Tekra Road,
Ahmedabad - 380006, Gujarat
Tel. Board: 079-26583633-35
E-mail: sebiwro@sebi.gov.in

- (2) **Executive Director – Corporate Finance Department**
Securities and Exchange Board of India
Plot No. C4-A, 'G' Block
Bandra-Kurla Complex, Bandra (East)
Mumbai – 400051, Maharashtra
Tel: +91-22-26449000 / 40459000
E-mail: sebi@sebi.gov.in

ALSO, TO:

- (3) **Edelweiss Financial Services Limited**
6th Floor, Edelweiss House,
Off CST Road, Kalina,
Mumbai – 400098
Maharashtra, India



- (4) **Equirus Capital Private Limited**
12th Floor, C Wing, MarathonFuturex,
N.M. Joshi Marg, Lower Parel,
Mumbai – 400013
Maharashtra, India
- (5) **DAM Capital Advisors Limited**
(Formerly IDFC Securities Limited)
One BKC, Tower C, 15th Floor,
Unit No. 1511, Bandra Kurla Complex,
Bandra (East), Mumbai – 400051
Maharashtra, India
- (6) **Systematix Corporate Services Limited**
The Capital, A Wing No. 603-606, 6th Floor
Plot No. C-70, G-Block, Bandra-Kurla Complex
Bandra (East), Mumbai – 400051
- (7) **IDBI Capital Markets & Securities Limited**
6th Floor, IDBI Tower,
WTC Complex, Cuff Parade,
Mumbai – 400005, Maharashtra, India
- (8) **Mr. Devansh Jain**
Wholetime Director
Inox Wind Limited
Plot No.1, Khasra No. 264-267
Industrial Area, Vil. Basal
Himachal Pradesh – 174 103

ALSO, AT:

INOX Towers, Plot No.17,
Sector 16-A, Noida-201 301,
U.P. INDIA



Subject: Notice pursuant to Section 11, 11(4), 11A and 11B 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 [the Applicant] from issuing prospectus or any offer document for raising public money or offering to sell the shares of its Promoter, INOX Wind.

OUR CLIENT [THE COMPLAINANT] :-

**M/s Shanxi Tianbao Group Co Ltd
Beiguan Industrial Zone, Dingxiang Country,
Xinzhou City, Shanxi Province
China**

Dear Sir/Ma'am,

The Complainant herein is seeking outright rejection of the Draft Red Herring Prospectus ("DRHP") dated 17.06.2022 submitted by INOX Green Energy Services ("INOX Green") on account of furnishing deliberate misleading /false information regarding its promoter entity INOX Wind Ltd. ("INOX Wind") in the disclosures made in Item 4 under the head "*Civil Proceeding against the Promoter*" @ Pg 390 and Item 4 under the head "*Civil Proceeding by Our Promoter*" @ Pg 391 in the DRHP.

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.



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.

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 inasmuch as the Settlement Agreement referred above does not have any 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.



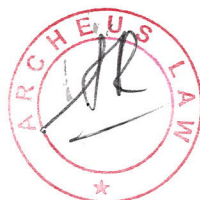
In view of the aforementioned facts and circumstances, we urge this Hon'ble Authority not to proceed further with the DRHP in its present form and substance and instead re-examine the disclosures made by INOX Green regarding its Promoter, INOX Wing in Item 4 under the head "*Civil Proceeding against the Promoter*" and Item 4 under the head "*Civil Proceeding by Our Promoter*" @ Pg 390 and 391 of DRHP, respectively, vis-à-vis the Settlement Agreement enclosed herein.

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.

This Hon'ble Authority must also take cognizance of the fact that INOX Green is misrepresenting the acknowledged debt as a 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.

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.

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), 11A and 11B 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.

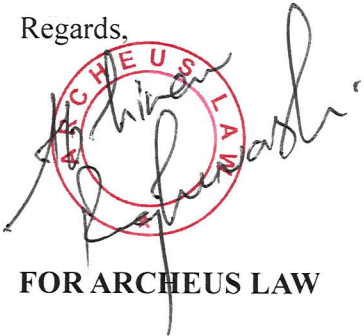


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This notice, as well as the earlier notices, have been sent to ensure that any potential/possible breach of the extant securities laws of the country, which are in the knowledge of our client, are speedily brought to the attention of the esteemed regulatory bodies, as well as the intermediaries involved in the process. It is trusted that appropriate action under law will be taken based on the same.

This is for your information, record and necessary action.

Regards,

A handwritten signature in black ink is written over a red circular stamp. The stamp contains the text "ARCHEUS LAW" around its perimeter. Below the signature, the text "FOR ARCHEUS LAW" is printed in a bold, black, sans-serif font.

FOR ARCHEUS LAW

Copy to: Our Client, as above.