

National Stock Exchange of India Circular

Department: Investigation	
Download Ref No: NSE/INVG/60445	Date: January 29, 2024
Circular Ref. No: 275/2024	

To All NSE Members,

Sub: SEBI Interim Order in the matter of Growpital Platform.

SEBI vide its order no. WTM/AS/WRO/29991/2023-24 dated January 29, 2024, has restrained below entities from accessing the securities market and further prohibited from buying, selling or otherwise dealing in securities, directly or indirectly, or being associated with the securities market in any manner, until further directions from SEBI.

Entity No.	Name of the Entity	PAN
1.	Farm Silo Tech LLP (also known as Growpital)	AAHFF4274C
2.	Yotta Agro Ventures Pvt. Ltd.	AABCY2263K
3.	ZF Project 1 LLP	AACFZ9734C
4.	ZF Project 2 LLP	AACFZ9766E
5.	ZF Project 3 LLP	AACFZ9913H
6.	Mr. Rituraj Sharma	DEMPS5345H
7.	Ms. Gayatri Rinwa	AQPPR9353N
8.	Mr. Krishna Sharma (also known as Krishnna Joshi)	DFXPS7404R

Further, all open positions, if any, of the above Noticees debarred in the Order, in the F&O segment of the stock exchanges, are permitted to be squared off, irrespective of the restraint/prohibition imposed by the above SEBI Order dated January 29, 2024.

This Order shall come into force with immediate effect.

The detailed order is available on SEBI website (<http://www.sebi.gov.in>).

National Stock Exchange of India

Further, the consolidated list of such entities is available on the Exchange website <http://www.nseindia.com> home page at the below mentioned link:

<https://www.nseindia.com/regulations/member-sebi-debarred-entities>

Members are advised to take note of the above and ensure compliance.

In case of any further queries, members are requested to email us at dl-invsg-all@nse.co.in

Members are advised to take note of the above and ensure compliance.

**For and on behalf of
National Stock Exchange of India Limited**

**Sandesh Sawant
Senior Manager**

ANNEXURE: SEBI Interim Order in the matter of Growpital Platform.

SECURITIES AND EXCHANGE BOARD OF INDIA
EX-PARTE AD INTERIM ORDER

UNDER SECTION 11(1), 11(4), 11B(1) AND 11D OF THE SECURITIES AND EXCHANGE BOARD OF INDIA ACT, 1992 READ WITH REGULATION 65 OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (COLLECTIVE INVESTMENT SCHEMES) REGULATIONS, 1999

In respect of –

Entity No.	Name of the Entity	PAN
1.	Farm Silo Tech LLP (also known as Growpital)	AAHFF4274C
2.	Yotta Agro Ventures Pvt. Ltd.	AABCY2263K
3.	ZF Project 1 LLP	AACFZ9734C
4.	ZF Project 2 LLP	AACFZ9766E
5.	ZF Project 3 LLP	AACFZ9913H
6.	Mr. Rituraj Sharma	DEMPS5345H
7.	Ms. Gayatri Rinwa	AQPPR9353N
8.	Mr. Krishna Sharma (also known as Krishnna Joshi)	DFXPS7404R

(The above mentioned entities are hereinafter referred individually by their respective names /Entity numbers and collectively as “Entities”)

In the matter of Growpital Platform

BACKGROUND

1. Securities and Exchange Board of India (“SEBI”) had received a communication vide an email dated June 30, 2023 (“**complaint**”), *inter-alia*, drawing SEBI’s attention to an online platform, Growpital (<https://www.growpital.com>), which is offering various investment plans to the public and is claiming to invest the funds so mobilized in agricultural projects to generate tax-free assured returns for its investors. SEBI was



requested to look into the matter and take necessary action to safeguard the interests of investors.

2. Pursuant to receipt of the aforesaid communication, SEBI undertook a preliminary examination of the matter in order to ascertain whether the schemes / arrangements / plans being offered through the website <https://www.growpital.com> are in violation of any of the provisions of the securities laws, in particular, the Securities and Exchange Board of India (Collective Investment Schemes) Regulations, 1999 ("CIS Regulations"). As a part of the said examination, details on the website of Growpital, Limited Liability Partnership agreements, consent letters, particulars of bank accounts, bank statements and documents available on Ministry of Corporate Affairs' ("MCA") database were analyzed. SEBI's preliminary examination, *inter alia*, revealed the following:

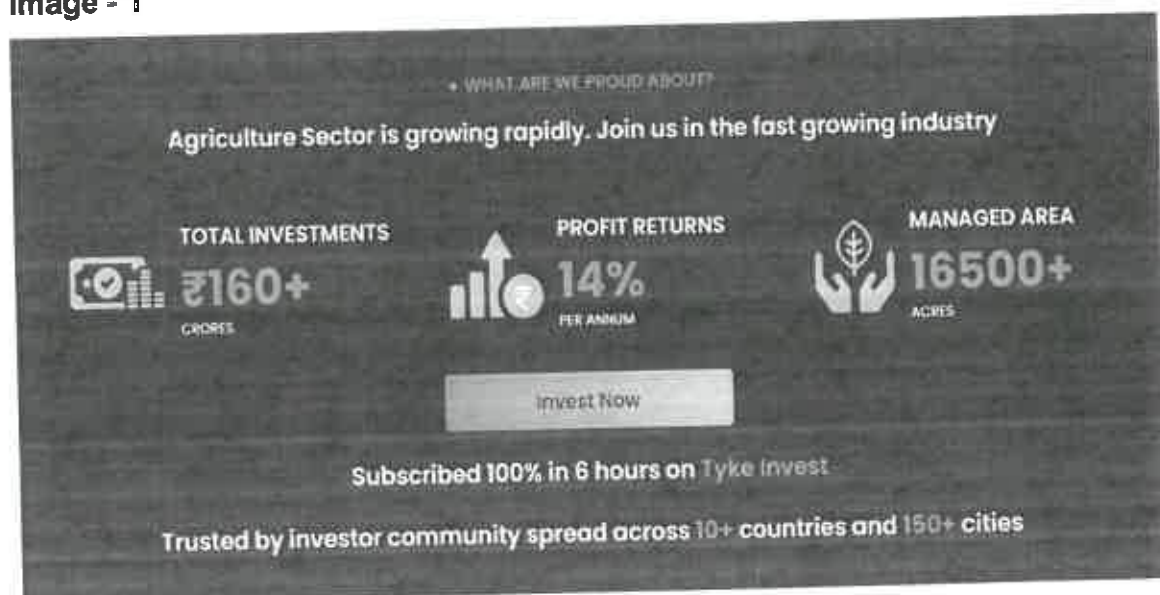
- 2.1. Growpital is a platform that is offering various investment plans to the public, in the agricultural sector. As on January 26, 2024, 3 plans are offered on the platform (available after creation of a login), namely, *Leafy Eleven*, *Ever Green Returns* and *Harvest Bloom*, which have a specified minimum investment amount, tenure of 12 months, and offer payouts at different frequencies with assured returns ranging from 11 – 14%.
- 2.2. When an investor invests through the Growpital platform, the investor becomes a partner in a Limited Liability Partnership ("LLP") and the amount invested is treated as capital contribution to the LLP. It was revealed that multiple LLPs have been incorporated for this purpose, prefixed with the name of "ZF Project" (such as ZF Project 1, ZF Project 2, etc., collectively referred to as "**ZF Project LLPs**"). The LLPs, as projected, are in the business of agriculture and allied activities, cultivation, growing, production harvesting and dealing in agriculture produce. Further, their activities, *inter alia*, include processing, preservation or storage with



installation for plant, machinery, cold storage, air conditioning, refrigeration and other equipment and providing consulting and support services.

- 2.3. On the website of Growpital, it is currently claimed that they manage over 20,000 acres of land. It is further claimed that from every farmland, they have a gross margin of 60 – 70% and after operating expenses, they are left with a buffer of 20% to 25%, enabling them to offer guaranteed returns to partners in the LLPs.
- 2.4. As per the bank statement of an escrow account of Growpital (Bank Account No.: 0712XXXXXX0055), as on December 31, 2023, over ₹184 crore has been mobilized from various sources. Growpital had claimed on its website that it has mobilized investments in excess of ₹160 crore. A screenshot obtained from the website of Growpital is placed below:

Image - 1



Note: The above screenshot was taken on December 18, 2023 and the said details have now been deleted from the website of Growpital.

ISSUES FOR CONSIDERATION AND *PRIMA FACIE* FINDINGS

3. I have carefully perused the LLP agreements, which were gathered during the examination, consent letters, particulars of bank accounts, bank statements, documents available on MCA database, details on the website of Growpital, and other material on record. In this context, the following issues arise for determination in the instant matter:
- A. Whether the scheme / arrangement operated through the Growpital platform is *prima facie* a Collective Investment Scheme ("CIS")?
 - B. If the answer to issue A is in the affirmative, whether the Entities have *prima facie* violated any provisions of the Securities and Exchange Board of India Act, 1992 ("SEBI Act"), CIS Regulations and SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003 ("PFUTP Regulations")?
 - C. If the answer to issue B is in the affirmative, who all are responsible for the violations?
 - D. If the answer to issue C is in the affirmative, whether urgent directions, if any, need to be issued against those responsible for the *prima facie* violations?

Issue A: Whether the scheme / arrangement operated through the Growpital platform, is *prima facie* a Collective Investment Scheme?

4. In this regard, I note the following from the material available on record:
- 4.1. As per the website of Growpital, it is a platform offering fixed tax-free profits in the range of 11 to 14% through investments in the agriculture sector. A screenshot that was obtained from the website of Growpital is placed below:



Image – 2



Note: The above screenshot was taken on December 05, 2023 and the said details have now been deleted from the website of Growpital. However, this information still appears on the website of Zetta Farms (<https://www.zettafarms.com/>), that is accessible from the website of Growpital through a link.

- 4.2. As on January 26, 2024, the following plans are offered on the website of Growpital (available after creation of a login):

Table 1 – Investment Plans offered on Growpital

Name of Plan	Unit Investment (in ₹)	Return on investment (per annum)	Payout Frequency	Tenure / Lock-in period
Leafy Eleven	11,000 /-	11%	Monthly	1 year
Ever Green Returns	20,000 /-	12%	Quarterly	1 year
Harvest Bloom	2,00,000 /-	14%	Quarterly	1 year

- 4.3. When an investor invests through the Growpital platform, the investor becomes a partner in an LLP and supplementary agreements are issued reflecting their names in the LLP. As observed from the fund trail (elaborated in subsequent paragraphs), there are at least three LLPs to which funds are transferred from the escrow account of the Farm Silo Tech LLP (Bank Account No.:

0712XXXXXXX0055), namely ZF Project 1 LLP, ZF Project 2 LLP and ZF Project 3 LLP.

- 4.4. From a perusal of the information available on the MCA database, and LLP agreements available on record, the details of the ZF Project LLPs are given below:

Table 2 – Details of the ZF Project LLPs

Name of LLP	Date of incorporation	Designated Partners	Registered address
ZF Project 1	September 29, 2021	Yotta Agro Ventures Private Limited and Farm Silo Tech LLP#	F No S 2, V Cube Lavender, P No 166A, Triveni Nagar,
ZF Project 2	October 18, 2021	Ms. Gayatri Rinwa and Mr. Krishna Sharma##	Vishveriya Nagar, Gopalpura Bypass,
ZF Project 3	October 30, 2021	Ms. Gayatri Rinwa and Mr. Krishna Sharma##	Jaipur, Rajasthan – 302 018

Yotta Agro Ventures Private Limited and Farm Silo Tech LLP are the Designated Partners as per the supplementary LLP agreements of ZF Project 1. As per the original LLP agreement and details available on the MCA database, designated partners of the LLP are Ms. Gayatri Rinwa and Mr. Krishna Sharma.

The MCA database mentions the name of Mr. Krishna Sharma as Krishnna Joshi. For the purpose of consistency, he is referred to as Mr. Krishna Sharma throughout the order.

- 4.5. As observed from the original LLP agreements, ZF Project 1 LLP, ZF Project 2 LLP and ZF Project 3 LLP are in the business of agriculture and allied activities, cultivation, growing, production harvesting and dealing in agriculture produce, etc.
- 4.6. Further, as per the information available on the MCA database, the details of the Designated Partners ("DPs") of ZF Project 1 LLP i.e. Yotta Agro Ventures Private Limited and Farm Silo Tech LLP, are as follows:



Table 3 – Details of Designated Partners of ZF Project 1 LLP

Name of Entity	Date of Incorporation	Directors / Designated Partners	Registered address
Yotta Agro Ventures Private Limited	April 15, 2020	Mr. Rituraj Sharma and Mr. Krishna Sharma	F No S 2, V Cube Lavender, P No 166A, Triveni Nagar, Vishveriya Nagar, Gopalpura Bypass, Jaipur, Rajasthan – 302 017
Farm Silo Tech LLP##	September 05, 2020	Mr. Rituraj Sharma and his wife, Ms. Gayatri Rinwa#	

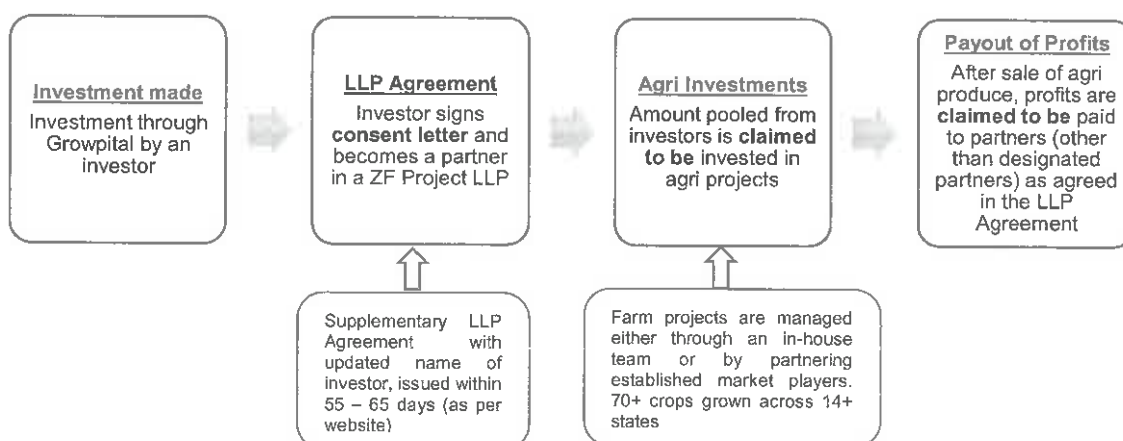
This relationship is established on the basis of bank KYC records.

The address given on the website of Growpital is 4th Floor, B13-14, Sector 32, Gurgaon, Haryana - 122022.

- 4.7. As per its Memorandum of Association (“MoA”), Yotta Agro Ventures Private Limited is in the business of farming, agriculture and allied activities, manufacturing of agro products, etc. As per the LLP agreement of Farm Silo Tech LLP, it is in the business of software designing and development, providing internet / web based applications, database management, etc. Further, I note that in the supplementary LLP agreements of ZF Project 1 LLP and in the consent letter signed by an investor while investing through the Growpital platform, Farm Silo Tech LLP has been referred to as “Growpital”.

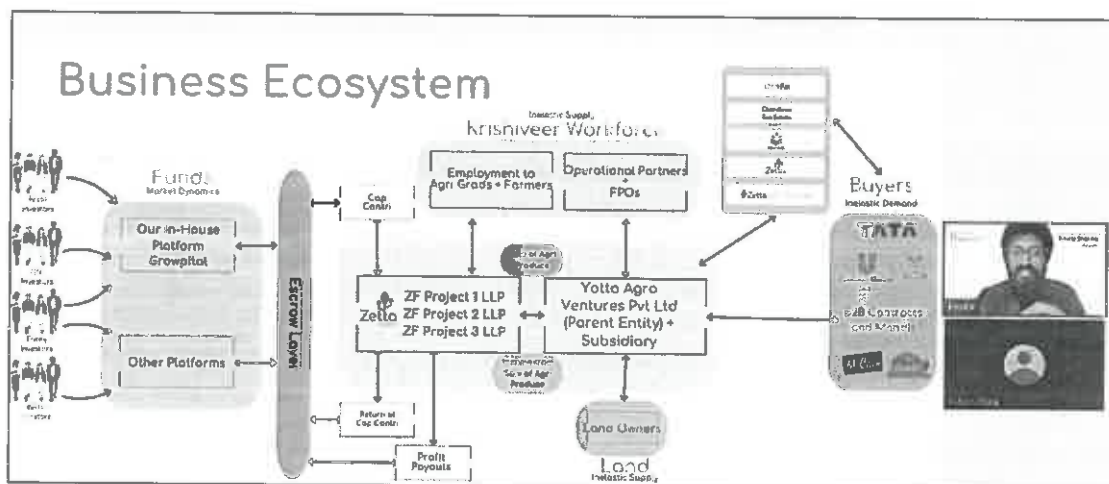
- 4.8. Based on the material available on record and details on website of Growpital, a schematic of the *modus operandi* adopted by the Growpital platform, is given below:

Image - 3



- 4.9. The business ecosystem is also explained by Mr. Rituraj Sharma in a Youtube video (Link: <https://youtu.be/-unEiLMmy8?si=2RAUqloiPkgH21Zk>). A screenshot of the video is placed below:

Image - 4



An extract of the video, as downloaded, can be viewed by scanning the QR Code given below:



- 4.10. I note that the consent letter, that is signed by an investor while investing in the plans offered by Growpital, states the following:

"I hereby authorize Growpital (Farm Tech Silo LLP) to do, execute and perform all or any of the following acts, deeds, matters and things as mentioned herein, on my behalf:

(A) To sign and execute:

- i. the LLP Agreement, any subsequent amendments to the LLP Agreement including to record my retirement from the LLP, any consent letter required to be executed by me as partner in the LLP in any matter and any other documents, forms etc. required to be executed by me in accordance with the terms of the Limited Liability Partnership Act, 2008 ("collectively referred to as the "Transaction Documents");*

....

- iii. to accept any modification in the Transaction Documents or under any other document in relation thereto*

(B) Exercise all the rights, powers, authority and privilege's conferred by, and pursuant to, the LLP Agreement, the Limited Liability Partnership Act, 2008 or applicable law, in respect of my interest in the LLP, including without limitation, the right to:

- i. attend all meetings of the partners of the LLP (and any adjournments or postponements thereof) and vote (and exercise all rights and powers in respect of voting) on any matter and give all consents, waivers and ratifications on my behalf and otherwise act with respect thereto as though it were the outright owner thereof;*
- ii. give and receive, make, execute and sign all notices, ratifications, consents, declarations, and any other documents required to be given or received."*

4.11. The acknowledgement to the terms that is signed by a partner in the LLP, further states the following:

"I am assured that, in the event of any losses, the Designated Partner, Yotta Agro Ventures Pvt. Ltd., will shoulder the responsibility of covering such losses."



4.12. Further, the terms and conditions mentioned in the original LLP Agreements (of ZF Project 1, 2 and 3) and the supplementary LLP Agreement (of ZF Project 1 LLP) include the following:

- i. "Profit/Loss Sharing Ratio: The Profit or Loss of the LLP shall be distributed to all the partners other than the Designated Partners to the extent such distribution provides the respective Partner with a return as may be mutually agreed between the partners in writing as mentioned in Schedule II in accordance with the consent letters signed by the partners.... (Reference: Point 2.1 of the supplementary LLP Agreement dated December 01, 2023)
- ii. The losses of the LLP including loss of capital, if any, will be borne and paid by the designated partners in the LLP's interest. The assets of the designated partners will be pledged against the losses. (Reference: Point 2.6 of the supplementary LLP Agreement dated December 01, 2023)
- iii. Bank account: The Designated Partners may open bank account/s in the name of the LLP with such Bank or Banks. Persons authorized by the Designated Partners unanimously shall be the sole authorized signatory entitled to operate the said accounts. (Reference: Point 11 of original LLP Agreements)
- iv. Management of the LLP: The DPs shall be in charge of the business, management and policy decisions of the LLP. (Reference: Point 12 of original LLP Agreements)
- v. Admission and Cessation of Partner: No person can be added as a partner to the LLP without prior written consent of the Designated Partners. The Partners hereby confirm that no consent of the Partners will be required to introduce a partner to the LLP and Designated Partners shall have the right to appoint a Partner to the LLP. (Reference: Point 15.1 of original LLP Agreements)
- vi. The designated partner M/s Yotta Agro Ventures Private Limited mentioned under this LLP Agreement cannot be changed as designated partner unless consent to change has been provided by majority of 50% of the partners



mentioned under Schedule II of this LLP Agreement. (Reference: Point 3.1 of the supplementary LLP Agreement dated December 01, 2023)

- vii. Further, it has been agreed between the parties that a Partner individually cannot change the Farm Silo Tech LLP as its authorized representative for signing this Agreement, unless consent to change the authorized representative has been provided by majority of 75% of the Partners. (Reference: Point 3.2 of the supplementary LLP Agreement dated December 01, 2023)
 - viii. ZF Project 1 LLP cannot take loan with higher priority debt than partner's debt under this LLP unless consent has been provided by majority of 60% of the partners mentioned under Schedule II of this LLP Agreement. (Reference: Point 3.5 of the supplementary LLP Agreement dated December 01, 2023)
 - ix. Matters to be decided by a resolution passed in meeting of Designated Partners by simple majority: Appointment, change and / or removal of the auditors, legal advisors, technical consultants and other key service providers and defining their powers and duties; Approval of the annual statement of accounts for adoption; Incurring any indebtedness or loans in the ordinary course; Entering into or any... arrangement outside ordinary course of business or otherwise not on arm's length basis with a related party." (Reference: Annexure 1 to the original LLP agreement)
- 4.13. It is seen from the supplementary agreement of ZF Project 1 LLP dated December 01, 2023 that there are approximately 4,500 partners in the LLP, and the amounts contributed by the partners, individually, is as low as ₹5,000/-. The total capital contribution of the LLP is ₹1,32,21,88,759/-.
- 4.14. In relation to the fund trail of investments made on the Growpital platform, the preliminary examination revealed the following:
- i. The funds invested on the platform flow to collection accounts of Cashfree Payments India Private Limited (CIPL).



- ii. CIPL is a payment aggregator that collects money from various accounts on behalf of its clients. Growpital is a client of CIPL. From the details obtained from CIPL it is seen that these funds aggregated on behalf of Growpital are transferred to a bank account named *Farm Silo Tech LLP Escrow Account* maintained with Yes Bank (Bank Account No.: 0712XXXXXXX0055, Opening date: January 13, 2022). Further, it was observed on a sample basis that names mentioned in the narrations of transfers from individual partners / investors to CIPL matched with names of partners / investors listed at Schedule II of supplementary LLP agreement of ZF Project 1 LLP. Extracts of some of the narrations and the corresponding names in the LLP Agreement (dated October 11, 2023) are placed below:

Image 5 — Extracts from details submitted by CIPL

S. No.	Remitter Account Number	Remitter VPA/ Card Number	Remitter PAN/ SC	Remitter Name	Virtual Account Number	Collection Mode/ Account number of CIPL	Collection Mode/ Nodal FSC of CIPL	Date of Fund collection	Fund collected in Collection Nodal Account of CIPL
441				RAJESH KUMAR BADATYA	cimer.6620d dvl4p0lw@icid	234005000876	ICIC0002340	October 1, 2022	5,000
3859				SAURAV JAIN	cimer.6620nf bvk5mha@icid	234005000876	ICIC0002340	April 20, 2023	15,000
5179				ADYA GUPTA	cimer.66203 7kk6twbky@icid	234005000876	ICIC0002340	May 28, 2023	40,000
5502				ABHAY KUMAR	cimer.6620a ok8hnlbm@icid	234005000876	ICIC0002340	June 3, 2023	11,000
6123				ABHIJIT BHATTACHERJEE	cimer.6620c k7arbtzz@icid	234005000876	ICIC0002340	June 14, 2023	10,000
9895				ASHUTOSH PANTAWANE	94266620G2 6TJBTVMP	918020014406298	UTIB0001920	August 26, 2023	5,000
10799				ABHAY KAPOOR	94266620JC MI2F5KXO	918020014406298	UTIB0001920	September 21, 2023	140,000

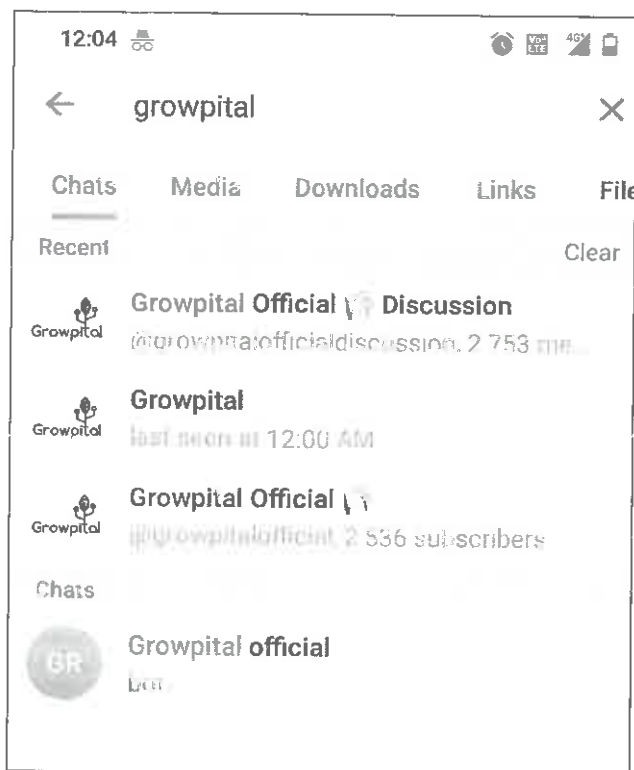
Image 6 - Corresponding names in Schedule II of ZF Project 1 LLP

SCHEDULE II OF ZF PROJECT 1 LLP								
AGREEMENT OF NO. ZF PROJECT 1 LLP								
S. No. of Partners								
PAN	Capital Contribution	Capital Contribution	Capital Contribution	Capital Contribution	Capital Contribution	Capital Contribution	Capital Contribution	Capital Contribution
Rajesh Kumar Badatya	5000	0.0005%	5000	0				
Gaurav Jain	15000	0.0014%	1500	0				
Adya Gupta	40000	0.0038%	4000	0				
Abhay Kumar	11000	0.0010%	1210	0				
Abhijit Bhattacharjee	10000	0.0009%	1000	0				
Ashutosh Pantawane	5000	0.0005%	500	0				
Abhay Kapoor	140000	0.0132%	18800	0				

- iii. As per the bank statement of the Farm Silo Tech LLP escrow account, as on December 31, 2023, ₹1,73,41,93,603/- was transferred to this account by CIPL and the total funds credited (including from other sources, such as Paytm transfers, direct credits through IMPS from individuals) were ₹1,84,37,77,179/-.
- iv. A majority of the funds collected in the account of Farm Silo Tech LLP are seen to be transferred to bank accounts of ZF Project 1 LLP (Bank Account No.: 0712XXXXXXXX0034), ZF Project 2 LLP (Bank Account No.: 0712XXXXXXXX0044) and ZF Project 3 LLP (Bank Account No.: 0712XXXXXXXX0064). As on December 31, 2023, from the available narrations, the amounts transferred by Farm Silo Tech LLP in the 3 bank accounts of ZF Project 1 LLP, ZF Project 2 LLP and ZF Project 3 LLP were at least ₹1,17,82,88,732/-, ₹12,09,94,780/- and ₹6,50,00,000/-, respectively amounting to a total of ₹1,36,42,83,512/- (₹ 136.42 crore) and the account had a cash balance of ₹ 15,82,23,440/-.
- 4.15. I also note that Growpital has extensive social media presence. There is a Youtube channel (Growpital By Zetta Farms with over 5,400 subscribers, accessible at the following link - https://youtube.com/@GrowpitalByZettaFarms?si=FKqJyipJLC_sVPP7), a Whatsapp community, and at least 2 Telegram channels that can be viewed even without joining the channel (Growpital Official with 2,536 subscribers and Growpital Official Discussion with 2,753 members as on January 24, 2024). A screenshot of the Telegram channels is placed below:



Image – 7



5. In view of the aforesaid discussions, I now proceed to examine the scheme/ arrangement / plan offered by / through the Growpital Platform in light of Section 11AA of SEBI Act read with Regulation 2(2) of the CIS Regulations. Section 11AA, which provides for the conditions to determine whether a scheme or arrangement is a CIS, reads as follows:

Collective investment scheme.

“(1) Any scheme or arrangement which satisfies the conditions referred to in sub-section (2) or sub-section (2A) shall be a collective investment scheme:

Provided that any pooling of funds under any scheme or arrangement, which is not registered with the Board or is not covered under sub-section (3), involving a corpus amount of one hundred crore rupees or more shall be deemed to be a collective investment scheme.

(2) Any scheme or arrangement made or offered by any person under which,—

- i. the contributions, or payments made by the investors, by whatever name called, are pooled and utilized for the purposes of the scheme or arrangement;
- ii. the contributions or payments are made to such scheme or arrangement by the investors with a view to receive profits, income, produce or property, whether movable or immovable, from such scheme or arrangement;
- iii. the property, contribution or investment forming part of scheme or arrangement, whether identifiable or not, is managed on behalf of the investors;
- iv. the investors do not have day-to-day control over the management and operation of the scheme or arrangement.

(2A) Any scheme or arrangement made or offered by any person satisfying the conditions as may be specified in accordance with the regulations made under this Act.

(3) Notwithstanding anything contained in sub-section (2) or sub-section (2A), any scheme or arrangement:

- i. made or offered by a co-operative society registered under the Co-operative Societies Act, 1912 (2 of 1912) or a society being a society registered or deemed to be registered under any law relating to co-operative societies for the time being in force in any State;
- ii. under which deposits are accepted by non-banking financial companies as defined in clause (f) of section 45-I of the Reserve Bank of India Act, 1934 (2 of 1934);
- iii. being a contract of insurance to which the Insurance Act, 1938 (4 of 1938), applies;



- iv. *providing for any Scheme, Pension Scheme or the Insurance Scheme framed under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952);*
- v. *under which deposits are accepted under section 58A of the Companies Act, 1956 (1 of 1956);*
- vi. *under which deposits are accepted by a company declared as a Nidhi or a mutual benefit society under section 620A of the Companies Act, 1956 (1 of 1956);*
- vii. *falling within the meaning of Chit business as defined in clause (d) of section 2 of the Chit Fund Act, 1982 (40 of 1982);*
- viii. *under which contributions made are in the nature of subscription to a mutual fund;*
- ix. *such other scheme or arrangement which the Central Government may, in consultation with the Board, notify,*
shall not be a collective investment scheme."

6. In terms of the above Section, any arrangement or scheme to be considered as CIS has to satisfy the four conditions mentioned in Section 11AA (2) of SEBI Act and the same should not fall within any of the exceptions mentioned in Section 11AA (3) of SEBI Act. Further, in case the amount pooled under the arrangement or scheme exceeds ₹100 crore, it shall be deemed to be a CIS. In this context, the scheme offered by Growpital is examined in light of the four conditions mentioned in Section 11AA (2):

6.1. *The contributions, or payments made by the investors, by whatever name called, are pooled and utilized for the purposes of the scheme or arrangement.*

- i. I note that the Growpital platform mobilizes funds through various investment plans that are then claimed to be used for the purpose of investment in agriculture projects. The investors through the platform sign a standard consent



letter and are then made “partners” in an LLP with the promise of assured returns on their investment (as agreed in the consent letters).

- ii. A relevant issue here is whether *prima facie*, the arrangement / scheme offered by the Growpital platform is a veiled pooled investment scheme, being run under the guise of an LLP. In this context, I note the following:
 - a. The ZF Project LLP Agreements empower the designated partners of the LLP to introduce new partners in the LLP, without the consent of any other partner. The Agreement also facilitates easy exit of a partner through voluntary resignation by giving 30 days’ notice to the designated partners. The LLP Agreement is thus open-ended, facilitating the entry and exit of investors acting as “partners”.
 - b. The website of Growpital and various YouTube videos claim that the amount invested through the platform is considered as capital contribution to the LLP. It is also observed from the annual financial statements of ZF Project 1 LLP for FY 2022 - 23, that the sources of funds of the LLP are primarily the funds mobilized from investors that are shown under the head of “Partners Fixed Capital Accounts”. The expenses of the LLP include “Farm Operation Expenses”. It is apparent that the “contributions” of the investors / partners are being pooled as capital contributions to the LLP and utilized for the purpose of agricultural projects. This is also borne out from the flow of funds discussed at paragraph 4.14 above, which shows that the funds received from the investors / partners are ultimately transferred to the bank accounts of the ZF Project LLPs. Additionally, in the Youtube video at paragraph 4.9 above, Mr. Rituraj Sharma states that the sole purpose of the funds collected as capital contribution in the ZF Project LLPs is farming activities.
 - c. Investors / partners in the ZF Project LLPs are offered guaranteed returns using the profits earned from agricultural projects. The LLP Agreement states that the profits of the LLPs shall be distributed to the partners (other



than the designated partners) as per the consent letter signed by them. Thus, the LLP Agreement is structured in a manner that guaranteed returns can be provided to the investors / partners in the LLPs.

- d. On its website, Growpital claims that *the asset (farm projects) is owned by the LLP and all the partners in the LLP are considered legal co-owners*. However, as part of the consent letter, the investors / partners authorize Farm Tech Silo LLP to exercise all rights conferred by the LLP Agreement in respect of their interest in the LLP and also give their consent for Farm Tech Silo LLP to act as though it was the outright owner. There is also nothing on record that indicates any earmarking or segregation of the assets across investors / partners.
- e. I note that the LLP Act, 2008 ("**LLP Act**") does not place any upper cap on the number of partners that can be on-boarded in an LLP formed under the LLP Act. The Act also does not place any restrictions on the capital contribution that can be made by a partner. It thus appears that these provisions are being mis-utilized in order to run a pooled investment scheme by inducting any number of investors as "partners" in the LLP (approximately 4,500 investors have been made partners in ZF Project 1 LLP as per the supplementary agreement dated December 01, 2023) with a capital contribution of as low as ₹5,000.
- f. The fact that Growpital is running a veiled investment scheme is also corroborated from the statements made on the website of Growpital wherein it claims to offer investment opportunity in alternative asset classes and compares itself to a mutual fund. Extracts from its website are reproduced below:
- *"Think of it as a mutual fund, where diversified crops are grown over the farm projects instead of equities and bonds."*



- “Growpital is one such alternative investment option which focuses on democratizing farm investment by providing access to high profit opportunities to retail investors. Moreover, the returns are guaranteed and tax free.”

(As on January 26, 2024)

- iii. Considering the above, *prima facie*, I am of the view that under the guise of an LLP, the designated partners of the ZF Project LLPs are sponsoring a pooled investment scheme. With the promise of assured returns, retail investors are being attracted to become “partners” in the LLP, by making a “contribution” to the capital of the LLP. The contribution of each investor / partner is then apparently invested into agricultural projects, to generate profits / returns for all the partners. Hence, the instant scheme / arrangement *prima facie* satisfies the first condition of “pooling of contribution or payments”, stipulated in Section 11AA(2)(i) of SEBI Act.

6.2. The contributions or payments are made to such scheme or arrangement by the investors with a view to receive profits, income, produce or property, whether movable or immovable from such scheme or arrangement.

- i. It is evident that the Growpital platform is offering assured returns to investors, arising from the sale of agricultural produce. As discussed at paragraph 4.12 above, the LLP agreements entered into by the partners/investors contain a clause for profit/loss sharing as mutually agreed between partners, as per the consent letter. The acknowledgement to the LLP terms that is signed by a partner in the LLP, confirms that in the event of any losses, the Designated Partner, Yotta Agro Ventures Pvt. Ltd., will shoulder the responsibility of covering such losses.

- ii. The website of Growpital, and YouTube videos contain repeated claims that partners / investors are provided guaranteed /assured profit share. Relevant extracts from the FAQs on the website of Growpital are placed below:

- ***“What is Growpital? (In a Nutshell)***

The all -new Agri investment platform with tax-free income. It's the new clutter-free, fixed-income platform with 11% -14% Tax free assured profit share.”

- ***“Is the profit really assured or there's a catch?***

The profits that Growpital provides on your investments is absolutely assured, without any catch, this happens because the profits are distributed as advance share to the fractional owners from the revenues generated by the farm projects.”

- ***“Are the returns guaranteed?***

As we have a gross margin of 60-70% from every farmland and after paying all the returns, land lease and operating expenses we are left with a good buffer of 20-25%, we keep this buffer amount to hedge the risk part. That's why we can commit the guaranteed profit share.”

(FAQs as on January 26, 2024)

- iii. In consideration of the above, I am of the *prima facie* view that the second condition, which stipulates that the contributions or payments are made to such scheme of arrangement by the investors with a view to receive profits, income, produce or property as stipulated in Section 11AA (2) (ii) of SEBI Act is also fulfilled.

6.3. *The property, contribution or investment forming part of scheme or arrangement, whether identifiable or not, is managed on behalf of the investors; and*

6.4. The investors do not have day-to-day control over the management and operation of the scheme or arrangement.

- i. I observe from the consent letter that the partners in ZF Project LLPs authorize Farm Silo Tech LLP (Growpital) to perform wide ranging functions on their behalf which, *inter alia*, include:
 - Signing and executing LLP agreement, any subsequent amendments to the LLP Agreement including record of retirement from LLP,
 - Exercising all the rights, power, authority and privilege pursuant to the LLP Agreement including attending all meetings of partners of the LLP, exercising powers in respect of voting and giving all consents and waivers.
- ii. The LLP agreements of the ZF Project LLPs that are available on record, confer a number of rights and powers to the DPs. For instance, the original ZF Project LLP agreements state that DPs shall be in charge of the business, management and policy decisions of LLP. Further, no person can be added as a partner to the LLP without prior written consent of the DPs and DPs have the right to appoint a partner to the LLP without obtaining the consent of the partners / investors. The DPs are also empowered to take decisions on appointment of auditors, enter into agreements including those not in ordinary course of business, etc. Further, the DPs can open bank accounts and determine the authorized signatories who can operate the bank accounts. In the instant case, the authorized signatory of the bank accounts of the ZF Project LLPs referred to in paragraph 4.14 (iv) is Ms. Gayatri Rinwa.
- iii. While there are certain parameters which require the consent of the investors / partners, such as consent of 60% of partners needed for taking loan with higher priority than partner's debt, none of them appear to provide the partners with the right to have day-to-day control over the management and operation of the ZF Project LLPs.



- iv. Growpital claims on its website that 70+ crops are grown across 14+ states. I also note that as per FAQs available on the website of Growpital (As on January 26, 2024), regarding the question of ***“Who manages the farm projects?”***, it is stated that ***“The farm projects are owned and developed by us and are operated in two ways:- Our in-house team who follows the schedule to grow crops and sell it in market- We get into an operational partnership with established or experienced players in market and get fixed revenue from them”***. In the video referred at paragraph 4.9 above, in response to a question requesting a list of farms managed in India, Mr. Rituraj Sharma replied that these details cannot be disclosed. It thus appears that the investors/partners are not even aware of the farm locations. An extract of the video, as downloaded, can be viewed by scanning the QR Code given below:



- v. In light of the aforesaid discussion, it is clear that the funds received from investors/ partners are managed by the DPs / the persons in charge of such DPs, on behalf of the investors/partners and the investors / partners do not have day-to-day control over the management and operation of the scheme or arrangement. Thus, *prima facie*, I find that the “scheme / arrangement” offered through the Growpital platform satisfies the third and fourth conditions stipulated in Section 11AA(2) (iii) and (iv) of SEBI Act.

7. I also note that the scheme / arrangement being run by Growpital does not fall under any of the exceptions mentioned in Section 11AA (3) of SEBI Act, which provides as under:

"3) Notwithstanding anything contained in sub-section (2) [or sub-section (2A)], any scheme or arrangement—

- (i) made or offered by a co-operative society registered under the Co-operative Societies Act, 1912 (2 of 1912) or a society being a society registered or deemed to be registered under any law relating to co-operative societies for the time being in force in any State;*
 - (ii) under which deposits are accepted by non-banking financial companies as defined in clause (f) of section 45-I of the Reserve Bank of India Act, 1934 (2 of 1934);*
 - (iii) being a contract of insurance to which the Insurance Act, 1938 (4 of 1938), applies;*
 - (iv) providing for any Scheme, Pension Scheme or the Insurance Scheme framed under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952);*
 - (v) under which deposits are accepted under section 58A of the Companies Act, 1956 (1 of 1956);*
 - (vi) under which deposits are accepted by a company declared as a Nidhi or a mutual benefit society under section 620A of the Companies Act, 1956 (1 of 1956);*
 - (vii) falling within the meaning of Chit business as defined in clause (d) of section 2 of the Chit Fund Act, 1982 (40 of 1982);*
 - (viii) under which contributions made are in the nature of subscription to a mutual fund;*
 - (ix) such other scheme or arrangement which the Central Government may, in consultation with the Board, notify,*
- shall not be a collective investment scheme."*



8. In view of the above discussion, the *prima facie* findings arrived at in preceding paragraphs and the scheme / arrangement meeting all the four conditions specified under section 11AA of SEBI Act, I find that *prima facie* the instant scheme / arrangement offered / operated through the Growpital platform falls within the definition of CIS.

Issue B: *If the answer to issue A is in the affirmative, whether the Entities have prima facie violated any provisions of SEBI Act, CIS Regulations and PFUTP Regulations?*

9. In order to ensure that investors who contribute to a CIS are protected, it is imperative that any person sponsoring or carrying on a CIS necessarily obtains registration from SEBI and conducts its activities in accordance with the provisions of SEBI Act and Regulations. Section 12(1B) of SEBI Act reads as under:

"No person shall sponsor or cause to be sponsored or carry on or caused to be carried on any venture capital funds or collective investment schemes including mutual funds, unless he obtains a certificate of registration from the Board in accordance with the regulations:

Provided that any person sponsoring or causing to be sponsored, carrying or causing to be carried on any venture capital funds or collective investment schemes operating in the securities market immediately before the commencement of the Securities Laws (Amendment) Act, 1995, for which no certificate of registration was required prior to such commencement, may continue to operate till such time regulations are made under clause (d) of sub-section (2) of section 30."

10. Further, as per Regulation 3 of CIS Regulations, registration is mandatory to launch a CIS. Regulation 3 of CIS Regulations provides that, *"No person other than a Collective Investment Management Company which has obtained a certificate under*



these regulations shall carry on or sponsor or launch a collective investment scheme”.

11. The activities of Growpital, as brought out from the various materials described above, show that *prima facie* a CIS is being operated. However, no material is available on record to indicate that any of the Entities involved in the instant arrangement has formed a Collective Investment Management Company that has obtained a certificate under CIS Regulations. This *prima facie* leads to a conclusion that there is violation of Section 12(1B) of SEBI Act read with Regulation 3 of the CIS Regulations.
12. Additionally, as brought out in the preceding paragraphs, over ₹132 crore has been mobilized through the Growpital platform in ZF Project 1 LLP alone. In fact, the website of Growpital had advertised that an amount in excess of ₹160 crore has been mobilized. The activity of illegal mobilization of funds by sponsoring or causing to be sponsored or carrying on any collective investment scheme by any person also amounts to a fraudulent practice in terms of Regulation 4(2)(t) of PFUTP Regulations, which reads as follows:
- “Dealing in securities shall be deemed to be a fraudulent or an unfair trade practice if it involves fraud and may include all or any of the following, namely:*
- ...
- (t) illegal mobilization of funds by sponsoring or causing to be sponsored or carrying on or causing to be carried on any collective investment scheme by any person”.*
13. Considering that no prior registration was obtained in the instant matter, I am of the *prima facie* view that the Growpital platform is being used to illegally mobilize funds from the public, which amounts to a fraudulent practice in terms of Regulation 4 (2) (t) of PFUTP Regulations.



Issue C: If the answer to issue B is in the affirmative, who all are responsible for the violations?

14. It has been noted in the preceding paragraphs that *prima facie*, a CIS is being operated and run through the Growpital platform without obtaining any certificate of registration from SEBI. Section 12(1B) of SEBI Act stipulates that no person shall sponsor or cause to be sponsored or carry on or caused to be carried on any collective investment schemes unless a certificate of registration is obtained from the Board in accordance with the regulations. I now proceed to determine who has sponsored or caused to be sponsored or carry on or caused to be carried on the CIS activities of Growpital.
15. I note from the flow of funds brought out at paragraph 4.14 above that the funds received from investors through the Growpital platform have been transacted through the bank accounts of Farm Silo Tech LLP and the three ZF Project LLPs. Yotta Agro Ventures Private Limited and Farm Silo Tech LLP are the designated partners of ZF Project 1 LLP. In this regard, I note that as per the LLP Act, only individuals can be designated partners. Thus, *prima facie*, there appears to be an infirmity in the LLP agreement of ZF Project 1 LLP. The DPs mentioned in the original LLP agreements of the three LLPs are Ms. Gayatri Rinwa and Mr. Krishna Sharma. Further, the directors and shareholders [as on March 31, 2022] of Yotta Agro Ventures Private Limited are Mr. Rituraj Sharma and Mr. Krishna Sharma. The designated partners of Farm Silo Tech LLP are Mr. Rituraj Sharma and Ms. Gayatri Rinwa.
16. I note as per Section 27(1) of SEBI Act, for a contravention committed by a company (including a body corporate), apart from the company, the directors of company (partners, in case of firm) who at the time of the contravention, were in charge and responsible to the company for the conduct of the business of the company are also



deemed to be liable for the contravention. The relevant provisions in this regard is reproduced below:

“Contravention by companies

27. (1) Where a contravention of any of the provisions of this Act or any rule, regulation, direction or order made thereunder has been committed by a company, every person who at the time the contravention was committed was in charge of, and was responsible to, the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of the contravention and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable to any punishment provided in this Act, if he proves that the contravention was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such contravention.

(2) Notwithstanding anything contained in sub-section (1), where an contravention under this Act has been committed by a company and it is proved that the contravention has been committed with the consent or connivance of, or is attributable to any neglect on the part of, any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of the contravention and shall be liable to be proceeded against and punished accordingly.

Explanation : For the purposes of this section,— (a) “company” means any body corporate and includes a firm or other association of individuals; and (b) “director”, in relation to a firm, means a partner in the firm.”

17. On perusal of the aforesaid provision, it is observed that for the purpose of the aforementioned Section, the term ‘company’ also includes a body corporate. Further, in terms of Section 3 of the LLP Act, an LLP is a body corporate formed and incorporated under the Act. Accordingly, the aforesaid provision is also applicable to



an LLP, including the LLPs in the present matter. As per the material available on record, Ms. Gayatri Rinwa and Mr. Krishna Sharma are the designated partners in the ZF Project 2 LLP and ZF Project 3 LLP; Mr. Rituraj Sharma and Ms. Gayatri Rinwa are designated partners in Farm Silo Tech LLP and Mr. Rituraj Sharma and Mr. Krishna Sharma are directors in Yotta Agro Ventures Private Limited. Further, Yotta Agro Ventures Private Limited and Farm Silo Tech LLP are the designated partners of ZF Project 1 LLP as per the supplementary LLP agreements. As mentioned in the earlier paragraphs, the designated partners are responsible for the conduct of business/ affairs of the ZF Project LLPs, with other "partners" actually being investors seeking a monetary return. Thus, for the purposes of Section 27 of SEBI Act, designated partners being in-charge of the affairs of the LLPs, are equivalent to the directors of a company and are therefore deemed to be liable for the violations committed by the LLP.

18. In light of the above, in terms of Section 27(1) of SEBI Act, Mr. Rituraj Sharma, Ms. Gayatri Rinwa and Mr. Krishna Sharma are *prima facie* liable for the acts and deeds of Yotta Agro Ventures Private Limited, Farm Silo Tech LLP ("Growpital") and the three ZF Project LLPs and consequently, for the activities being undertaken through the Growpital Platform.

Issue D: If the answer to Issue C is in the affirmative, whether urgent directions, if any, need to be issued against those responsible for the *prima facie* violations?

19. Protecting the interests of investors is the first and foremost mandate for SEBI. The CIS Regulations have been made with an objective of ensuring that the funds or properties of the CIS are managed in the best interests of the unit-holders and hence registration of the company as Collective Investment Management Company with SEBI has been made mandatory. The same is imperative for the protection of interests of investors and to safeguard the integrity of the securities market.



20. From the bank statement in the escrow account of Farm Tech Silo LLP (Growpital), I note that the fund collection is showing an accelerated trend, as brought out below:

Table 4

S. No.	Period of transaction in escrow account	Amount credited in account (In ₹)
1.	January 13, 2022 to December 31, 2022	16,64,65,611/-
2.	Quarter ended March 2023	24,18,29,531/-
3.	Quarter ended June 2023	40,44,04,328/-
4.	Quarter ended September 2023	47,40,34,281/-
5.	Quarter ended December 2023	55,70,32,786/-

21. The capital contribution made to ZF Project 1 LLP is also increasing, as brought out below:

Table 5

S. No.	Date of supplementary agreement	Capital contribution (In ₹)
1.	April 30, 2023*	40,98,54,759/-
2.	May 30, 2023	49,36,03,759/-
3.	August 21, 2023	84,56,48,759/-
4.	October 11, 2023	1,05,81,35,759/-
5.	November 06, 2023	1,21,59,33,759/-
6.	December 01, 2023	1,32,21,88,759/-

*As per the draft agreement obtained from <https://linktr.ee/growpitalbyzettafarms>

22. From the above Tables 4 and 5, it can be seen that there is an increasing trend in fund collection. The capital contribution in ZF Project 1 LLP has more than tripled in a period of 7 months, from ₹ 40.98 crore to ₹ 132.21 crore, and the funds collected in the escrow account of Growpital are also increasing and averaging over ₹ 61 lakhs per day in the quarter ended December 2023. This demonstrates that the threat of more investors getting lured towards the unregistered CIS activity of Growpital, is existent and ongoing. This situation is also exacerbated by the extensive social media activity being undertaken to attract investors, through platforms like Youtube and Telegram. In the YouTube video referred to in paragraph 4.9 above, it is seen



that Mr. Rituraj Sharma has mentioned that additional investment opportunities will be launched in the next few months, including a pre-IPO equity offering round, an agricultural investment fund etc. A screenshot of the video, is given below:

Image - 8



23. Allowing fund raising to continue through the plans / investment opportunities offered by Growpital, in effect means that investors are contributing funds to an unqualified entity without following the safeguards including norms for transparency, mentioned in the CIS Regulations. For instance, the CIS Regulations require quarterly disclosures of financial results; however, quarterly or even half-yearly financial results are not shared by the ZF Project LLPs with their investors / partners (Reference – Statement of Mr. Rituraj Sharma at 1:06:30 of the YouTube video referred to in paragraph 4.9). From the material available on record including the agreements and websites and in light of the discussion at paragraph 6.4 (iv) above, it appears that the specific locations of the farms have not been disclosed to investors / partners. Further, the CIS Regulations do not permit any collective investment scheme to offer assured or guaranteed returns. The Growpital platform is however attracting investors, on the promise of assured tax-free returns.

24. Thus, an investor receiving a service from an unregistered CIS that *prima facie* appears to be run in the instant case, does not have the protection envisaged under the CIS regulations. Availing of service from such an entity is detrimental to investors and such unqualified service results in irreparable harm as the investors' money is invested based on unqualified and un-regulated service.
25. If an *ex-parte ad interim order* is not passed at this stage, many prospective investors may get lured with the promise of assured returns and potentially part with large contributions resulting into irreparable injury to them. However, if an *ex-parte ad interim order* is passed, what is at stake is the rights of the Entities herein vis-a-vis multitude of prospective and current investors. The potential loss of investors that are investing in unregistered CIS cannot be retrieved, if, *prima facie* unregistered CIS activities are permitted to be continued by not passing an *ex-parte interim order* at this stage. The upcoming plans as disclosed by Mr. Rituraj Sharma, including of a "pre-IPO" equity funding round, raise additional concerns that other potentially unregulated activities may be undertaken in future. Therefore, I consider that the balance of convenience is not in favour of the Entities.
26. The amount of money, *prima facie*, observed to have been mobilized in the Growpital escrow account of over ₹ 184 crore, indicates the magnitude of the prospective threat of investors getting lured to the unregistered activities being carried out by the Entities. In light of the same, in order to ensure that additional funds are not mobilized through the Growpital platform under its scheme / arrangement / plans and to safeguard the assets acquired from the funds of the investing public until full facts and materials are brought out and final decision is taken in the matter, I am of the view that pending completion of the detailed examination initiated by SEBI, there is a need to pass an *ad-interim ex-parte order* to protect the interests of investors at large.



ORDER

27. In light of the foregoing, I, in exercise of the powers conferred upon me under Section 11(1), 11(4), 11B(1), 11D read with Section 19 of SEBI Act, and Regulation 65 of CIS Regulations, hereby issue by way of this *ad interim ex-parte order*, the following directions:

27.1. Farm Tech Silo LLP (also known as Growpital), ZF Project LLP 1, ZF Project LLP 2, ZF Project LLP 3, Yotta Agro Venture Private Limited and the directors / designated partners of these Entities namely, Mr. Rituraj Sharma, Ms. Gayatri Rinwa and Mr. Krishna Sharma are directed:

- i. To cease and desist from floating any CIS, directly or indirectly, and cease to solicit or undertake such activity determined as CIS, in any manner whatsoever, until further orders.
- ii. Not to collect any money from new partners / investors or any additional sum of money from existing partners / investors in existing schemes / plans, until further orders.
- iii. Not to divert any funds collected from partners / investors, kept in bank account(s), payment wallets and/or in their custody, until further orders.
- iv. Not to dispose of or alienate any assets, whether movable or immovable, or any interest or investment or charge on any of such assets including moneys lying in bank accounts belonging to the Entities, except with the prior permission of SEBI, until further orders.
- v. To provide a full inventory of all the assets held by them, whether movable or immovable, or any interest or investment or charge on any of such assets, including details of all bank accounts, demat accounts and mutual fund



investments, immediately, but not later than 15 working days from the date of receipt of this order.

- vi. To immediately withdraw and remove all websites, advertisements, representations, literatures, brochures, materials, publications, documents, communications, etc. in relation to the unregistered CIS activities or any other unregistered activity in the securities market, until further orders.
 - vii. Not to access the securities market and buy, sell or otherwise deal in securities in any manner whatsoever, directly or indirectly, until further orders.
 - viii. To submit the details of partners / investors (contact number, address, date of enrolment) who have contributed to the ZF Project LLPs (now or in the past) through Growpital or any other platform and to submit details of contributions received from each such partner / investor immediately, but not later than 15 working days from the date of receipt of this order.
- 27.2. If the aforementioned entities (mentioned at paragraph 27.1 above) have any open positions in any exchange traded derivative contracts, as on the date of the order, they can close out / square off such open positions within 3 months from the date of order or at the expiry of such contracts, whichever is earlier. Further, the aforesaid entities are permitted to settle the pay-in and pay-out obligations in respect of transactions, if any, which have taken place before the close of trading on the date of this order.
- 27.3. Cashfree Payments India Private Limited is directed not to accept any payments made through Growpital or on behalf of Growpital. Further, no funds shall be transferred to the escrow account of Farm Silo Tech LLP / Growpital until further orders.



28. Banks, depositories and Registrar and Transfer Agents are directed to freeze the bank accounts, demat accounts belonging to the Entities and not to allow transfer or redemption of securities of the Entities named in paragraph 27.1.
29. The Order shall be sent to all the Entities, Market Infrastructure Institutions, Banks and Registrar and Transfer Agents to ensure compliance with the directions. A copy of this Order shall also be forwarded to the Ministry of Corporate Affairs / concerned Registrar of Companies- Jaipur, for their information and necessary action, if any, with respect to the directions/ restraint imposed above against the Entities.
30. A copy of this Order shall also be forwarded to the State Government of Rajasthan for information.
31. The *prima facie* observations contained in this Order are made on the basis of the material available on record. The concerned Entities may, within 21 days from the date of receipt of this Order, file their reply/objections, if any, to this Order and may also indicate whether they desire to avail an opportunity of personal hearing on a date and time to be fixed in that regard.
32. This Order is without prejudice to the right of SEBI to take any other action against the Entities in accordance with law.
33. The above directions shall take effect immediately and shall be in force until further orders.



Place: Mumbai

Date: January 29, 2024

Amarjeet Singh
AMARJEET SINGH
WHOLE TIME MEMBER
SECURITIES AND EXCHANGE BOARD OF INDIA