

# **Rite Builtec Private Limited**

## **DETAILED INVITATION FOR EXPRESSION OF INTEREST**

**Invitation for Expression of Interest to submit Resolution Plan(s) pursuant to Regulation  
36A of Insolvency and Bankruptcy Board of India**

**(Insolvency Resolution Process for Corporate Person) Regulations, 2016**

**Issued by: -**

**Amit Vijay Karia**

**Resolution Professional**

**Rite Builtec Private Limited**

Reg. No. IBBI/IPA-001/IP-P02600/2021-2022/13969

AFA No. AA1/13969/02/061224/106477 is valid till December 6, 2024

Date: 10.07.2024

## DISCLAIMER

This Invitation for Expression of Interest to submit Resolution Plan(s) (hereinafter referred as "**Invitation**") is issued by **Amit Vijay Karia**, Insolvency Professional, having IBBI Registration No: IBBI/IPA-001/IP-P02600/2021-2022/13969, appointed as the Resolution Professional (hereinafter referred to as "**Resolution Professional**" or "**RP**") of **RITE BUILTEC PRIVATE LIMITED** ("**Corporate Debtor**"), acting on the instructions of Committee of Creditors ("**COC**") of the Corporate Debtor for general information purposes only, without regard to any specific objectives, suitability, financial situations and needs of any particular person. This document does not constitute or form part of and should not be construed as an offer or invitation for the sale or purchase of securities or any of the businesses or assets described in it or as a prospectus, offering circular or offering memorandum or an offer to sell or issue or the solicitation of an offer to buy or acquire securities or assets of the Corporate Debtor or any of its subsidiaries or affiliates in any jurisdiction or as an inducement to enter into investment activity. No part of this Invitation, nor the fact of its distribution, should form the basis of, or be relied on in connection with, any contract or commitment or investment decision whatsoever. Nothing in this document is intended by the RP to be construed as legal, accounting, financial, regulatory or tax advice. It is hereby clarified that if any resolution (or the terms thereof) which is received by the RP is not pursuant to or in accordance with the provisions of this Invitation and / or such plan is not in accordance with the terms and conditions set out in this Invitation, then such resolution plan may not be considered eligible for evaluation by the COC. By accepting this Invitation, the recipient acknowledges and agrees to the terms set out in this Invitation. This document is personal and specific to each applicant and does not constitute an offer or invitation or solicitation of an offer to the public or to any other person within or outside India.

This document is neither an agreement nor an offer by the RP or the members of COC to the resolution applicant(s) or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in submission of Expression of Interest to submit the resolution plan with respect to the Corporate Debtor.

Recipients of the data / information are suggested to exercise their own judgment and verify facts and information before taking any decision(s) without any recourse to the RP or any of the professionals engaged by the RP. The RP is not in a position to evaluate the reliability or completeness of the information obtained. Accordingly, the RP cannot express opinion or any other form of assurance on the historical or prospective financial statements, management representations or other data of the Corporate Debtor included in or underlying the accompanying information.

No statement, fact, information (whether current or historical) or opinion contained herein or as part of the inviting and accepting Expression of Interest should be construed as a representation or warranty, express or implied, of the RP or the Corporate Debtor or the members of COC (or their advisors); and none of the RP, Corporate Debtor, the members of the COC (including their advisors) or any other persons / entities shall be held liable for the authenticity, correctness or completeness of any such statements, facts or opinions and any such liability is expressly disclaimed. This document has not been approved and will or may not be filed, registered or reviewed or approved by any statutory or regulatory authority in India. This document may not be all inclusive and may not contain all of the information that the recipient may consider material. The recipient acknowledges that it will be solely responsible for its own assessment of the market and the market position of the Corporate Debtor and that it will conduct its own analysis and be solely responsible for forming its own view of the potential future performance of the business of the Corporate Debtor.

The recipient must not use any information disclosed to it as part of this Invitation or otherwise to cause an undue gain or undue loss to itself or any other person. The recipient must comply with its confidentiality obligations as outlined here and insider trading laws, if applicable, and agrees to protect all intellectual property of the Corporate Debtor, whether registered or otherwise, it may have access to and will not share or disclose any confidential information with third parties.

By accepting this document, the recipient accepts the terms of this disclaimer notice, which forms an integral part of this document and the terms of this document. Further, no person shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise to claim for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document, the documents / information provided otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this document and as stated above and any assessment, assumption, statement or information contained therein or deemed to form part of this document, and the RP, the Corporate Debtor, members of COC and their advisors, affiliates, directors, employees, agents and other representatives do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is expressly disclaimed.

The issue of this document does not imply that the RP or the members of COC are bound to select an applicant as a "Successful / Shortlisted Prospective Resolution Applicant" post submission of the Expression of Interest. This document is neither assignable nor transferable by a resolution applicant. Each applicant shall bear all its costs associated with or relating to the preparation and submission of its Expression of Interest, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the RP or COC or any other costs incurred in connection with or relating to its Expression of Interest.

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## **RITE BUILTEC PRIVATE LIMITED**

### **Invitation for Expression of Interest to submit Resolution Plan pursuant to Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016**

#### **About the Corporate Debtor**

Rite Builtec Private Limited ("**Corporate Debtor**") is a Real Estate Company incorporated on October 7, 2004. The Corporate Debtor is having Registered Office address (as per MCA records) at Plot No 2, Gumpha Darshan Hsg Soc, Dattapada Road, Asara Colony, CTS No 225, Diwan Compound, Borivali (East), Mumbai - 400066.

The Hon'ble National Company Law Tribunal ("**NCLT**"), Mumbai Bench in CP (IB) 1023/MB- IV/2022 passed the order dated August 25, 2023 to initiate Corporate Insolvency Resolution Process ("**CIRP**") against Rite Builtec Private Limited under the provisions of Insolvency and Bankruptcy Code, 2016 ("**IBC**"); wherein Amit Vijay Karia (IBBI Registration Number: IBBI/IPA-001/IP-P02600/2021-2022/13969) was appointed as the Interim Resolution Professional ("**IRP**").

The Committee of Creditors in its First COC meeting held on November 17, 2023, confirmed the appointment of Amit Vijay Karia as Resolution Professional in accordance with Section 22(2) of the Code, the results of which were published on November 23, 2023.

The Committee of Creditors ("**COC**") through Resolution Professional ("**RP**") is in the process of identifying Resolution Applicant(s) for the Corporate Debtor.

Pursuant to the provisions of Section 25(2)(h) of IBC read with Regulation 36A of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations, 2016 ("**CIRP Regulations**"), brief particulars of the invitation for expression of interest ("**EOI**") in Form G were published on January 10, 2024, January 29, 2024 and March 1, 2024 inviting EOIs from interested and eligible Prospective Resolution Applicants ("**PRA**") to submit Resolution Plans. Further, upon the express directions of the COC in the 8th (Eight) COC meeting held on July 4, 2024, the Form G has been republished on July 10, 2024 in newspapers **Free Press Journal (English)** and **Navshakti (Marathi)**.

It is important to highlight that the members of the COC had rejected the Resolution Plan in its commercial wisdom received from two Resolution Applicants in the meeting held on July 4, 2024, the results of which were published on July 8, 2024.

Pursuant to the provisions of Section 25(2)(h) of IBC read with Regulation 36A of CIRP Regulations, this detailed Invitation ("**Invitation**") to Form G is reissued by the undersigned.

The interested parties shall submit the EOI in a sealed cover envelope by **17:00 Hours on or before July 25, 2024**, at the below mentioned address through speed / registered post or by hand delivery. A copy of the same should also be provided electronically in a pen drive. The envelope should be super scribed as "EOI for Rite Builtec Private Limited".

**Amit Vijay Karia**

**Resolution Professional**

**Rite Builtec Private Limited**

**405, Hind Rajasthan Building, D. S. Phalke Road, Dadar East, Mumbai 400014**

The eligibility criteria, detailed terms and conditions, format for submission of the EOI and format of Confidentiality Undertaking are provided herewith the detailed Invitation for EOI. Post receipt of EOI, access to Data Room will be provided to the shortlisted applicant after receipt of confidentiality undertaking as per Section 29(2) of the IBC, at the sole discretion of Resolution Professional / COC.

All the EOIs received will be reviewed by the RP / the COC and thereafter further information / documents related to the process will be provided to the shortlisted parties. The Resolution Professional / members of the COC reserves the right to seek additional documents over and above submitted by the Interested Parties/Prospective Resolution Applicant.

For clarification, if any, please contact the undersigned at the address given below.



**Amit Vijay Karia**  
**Resolution Professional**  
**Rite BUILTEC Private Limited**

Registration Number: IBBI/IPA-001/IP-P02600/2021-2022/13969

AFA No. AA1/13969/02/061224/106477 is valid till December 6, 2024

Address registered with IBBI:

405, Hind Rajasthan Building, Dadar (East), Maharashtra - 400014

E-mail Id registered with IBBI: [ipamitkaria@gmail.com](mailto:ipamitkaria@gmail.com)

Process specific email ID for correspondence: [cirp.ritebuiltec@gmail.com](mailto:cirp.ritebuiltec@gmail.com)

# 1. ELIGIBILITY CRITERIA

Pursuant to Sub-Regulation (4) of Regulation 36A of the CIRP Regulations, the PRA must fulfill the following Criteria as approved by the COC at its meeting held on July 4, 2024:

1. The Prospective Resolution Applicant ("PRA") should have a relevant experience in the Real Estate Sector of minimum 5 (Five) years anywhere in India (Preferably Mumbai / Maharashtra),
2. Average cash / bank balance of Rs 50 Crores in last 1 year (CA certificate is required), and

## **Refundable Process Participation Deposit:**

A Process Participation Deposit of **INR 25,00,000 (Indian Rupees Twenty-Five Lakhs Only)** shall be paid along with the application for EOI by way of Demand Draft / Pay order / RTGS / NEFT / Bankers Cheque drawn in favour of 'Rite Bultec Private Limited' issued by any scheduled commercial bank in India ("**Bank**"), payable at par in the following account:

Account Holder Name: **RITE BUILTEC PRIVATE LIMITED**

Name of the Bank: **Axis Bank**

Account No: **924020004106848**

IFSC: **UTIB0000064**

The Refundable Deposit shall be refunded (without interest) within 30 days of the following:

1. Withdrawal of the PRA from the Resolution Plan Process (where such withdrawal is notified to the Resolution Professional in writing) before submission of the resolution plan.
2. PRA failing to submit the resolution plan by the due date as specified by the RP for submission of the resolution plan.
3. Where the Resolution Plan submitted by the PRA is not approved by the COC at its meeting held for that purpose.

**Exception:** Where the Resolution Plan of the Resolution Applicant is approved by the COC and Adjudicating Authority, the Process Participation Deposit provided by the said 'Successful Resolution Applicant' shall be adjusted towards total Resolution Plan Amount as per the approved Resolution Plan by the Adjudicating Authority.

The Process Participation Deposit shall not bear any interest.

The Process Participation Deposit shall be forfeited at any time, in case the Prospective Resolution Applicant is found to have made any misrepresentation(s) or provided wrong information/documents to the Resolution Professional or the members of the COC. It is clarified that any such forfeiture of the Process Participation deposit shall not limit any rights or remedies that the Resolution Professional or COC may have under applicable law or otherwise, against the PRA. The Resolution Professional reserve the rights (as per the instructions / directions of the COC) to decide the manner in which the Process Participation Deposit of Rs 25,00,000 (Rupees Twenty Five Lakhs Only) shall be adjusted in relation to the Successful Resolution Applicant.

The PRA shall submit the EOI as per the prescribed format attached along with certified true copies of their audited financial statements of last three financial years and Income Tax Returns for last five years.

The PRA shall also submit the following documents along with EOI:

1. KYC details applicable as the case may be (Individual / Corporate / Financial Institution / Funds / PE Funds)
2. Ownership details of the Prospective Resolution Applicant and its group entities

3. Indication on Sources of Fund
4. Certified Net Worth by Chartered Accountant, AUM certificate, as the case maybe
5. Memorandum of Association, Articles of Association or any other applicable Corporate Documents and any other relevant documents in a sealed envelope.
6. No mortgage/charge or loan in the books of the Company submitting the EOI (Statutory Auditor certificate is required)
7. Any other documents as may be necessary



## 2. TERMS & CONDITIONS

### A. Preliminary terms & conditions for submission of EOI:

Unconditional Expression of Interest ("EOI") shall be submitted in accordance with Regulation 36A of the CIRP Regulations in the format provided herein in this Invitation along with the required Annexures.

PRA shall along with Expression of Interest submit:

1. Certified true copies of their Audited Financial Statements of last five years, along with Income Tax Returns and computation of total income
2. Proof of address
3. Copy of PAN card
4. Any additional documents requested by the members of the COC, if any
5. Certified true copies of Constitutional Documents and
6. Certified true copy of Board resolution in case of Corporate Person.

The PRA shall also submit relevant KYC details applicable as the case may be (Individual/Corporate/Financial Institution/Funds/PE Funds).

PRA shall along with the EOI submit an undertaking that it meets the criteria specified by the committee under clause (h) of sub-section (2) of section 25 of IBC i.e., the Eligibility Criteria provided in this Invitation and relevant records in evidence of meeting the eligibility criteria.

PRA shall submit an undertaking in form as set out in **Annexure D** as per the requirement specified under Regulation 36A of CRP Regulations.

The PRA shall also submit an undertaking in form as set out in **Annexure E** that it does not suffer from any ineligibility under section 29A of IBC. In line with the same the PRA shall submit the relevant information and records to enable an assessment of ineligibility as per Section 29A of IBC.

Ineligibility norms under Section 29A of the IBC: -

The extract of Section 29A of the IBC is reproduced herein below:

"Section 29A of IBC: Persons not eligible to be resolution applicant

*A person shall not be eligible to submit a resolution plan, if such person, or any other person acting jointly or in concert with such person —*

*is an undischarged insolvent;*

*is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);*

*at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor:*

*Provided that the person shall be eligible to submit a resolution plan if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of resolution plan:*

*Provided further that nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor.*

*Explanation I- For the purposes of this proviso, the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date.*

*Explanation II.— For the purposes of this clause, where a resolution applicant has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset and such account was acquired pursuant to a prior resolution plan approved under this Code, then, the provisions of this clause shall not apply to such resolution applicant for a period of three years from the date of approval of such resolution plan by the Adjudicating Authority under this Code.*

*has been convicted for any offence punishable with imprisonment—*

*for two years or more under any Act specified under the Twelfth Schedule; or*

*for seven years or more under any law for the time being in force:*

*Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment:*

*Provided further that this clause shall not apply in relation to a connected person referred to in clause(iii) of Explanation I;*

*is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):*

*Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;*

*is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;*

*has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code:*

*Provided that this clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the resolution applicant pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;*

*has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;*

*is subject to any disability, corresponding to clauses (a) to (h), under any law in*

*a jurisdiction outside India; or*

*has a connected person not eligible under clauses (a) to(i).*

*Explanation [I] — For the purposes of this clause, the expression "connected person" means—*

*any person who is the promoter or in the management or control of the resolution applicant; or*

*any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or*

*the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and(ii):*

*Provided that nothing in clause (iii) of Explanation I shall apply to a resolution applicant where such applicant is a financial entity and is not a related party of the corporate debtor:*

*Provided further that the expression "Related Party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date;*

*Explanation II - For the purposes of this section, "financial entity" shall mean the following entities which meet such criteria or conditions as the Central Government may, in consultation with the financial sector regulator, notify in this behalf, namely: —*

*a scheduled bank;*

*any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organization of Securities Commissions Multilateral Memorandum of Understanding;*

*any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);*

*an asset reconstruction company register with the Reserve Bank of India under section 3 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);*

*an Alternate Investment Fund registered with Securities and Exchange Board of India;*

*such categories of persons as may be notified by the Central Government."*

PRA shall along with the Expression of Interest for submission of Resolution Plan submit an undertaking that it shall intimate the Resolution Professional forthwith if it becomes ineligible under Section 29A of the IBC at any time during the Corporate Insolvency Resolution Process.

PRA shall along with the Expression of Interest submit an undertaking that every information, documents and records provided in the Expression of Interest is true and correct and discovery of any false information and record at any time will render the applicant ineligible to submit Resolution Plan, forfeit any refundable deposit and attract penal actions under IBC.

PRA shall along with the Expression of Interest submit an undertaking to the effect that it shall maintain Confidentiality of the information and shall not use such information to cause any undue gain or loss to itself or any other person and comply with the requirements under sub-section (2) of Section 29. (Format of the Confidentiality Undertaking is provided as per **Annexure - F**).

The Committee of Creditors, the RP (on the instructions of the Committee of Creditors) and/or the Adjudicating Authority shall have the right, in their sole discretion to reject any and all proposed EOIs and/or the Resolution Plan made by or on behalf of any Resolution Applicant or any part thereof, and/or to suspend/cancel/terminate the process for submission of Resolution Plan including timelines of the Process, invitation/submission of EOI, submission of Resolution Plan, Evaluation of Resolution Plan and / or amend and / or supplement the process for submission of Resolution Plan, all without notice and any liability therefore.

The Committee of Creditors, the RP (on the instructions of the Committee of Creditors) shall have the right, in their sole discretion to decide the manner in which Process Participation Deposit shall be adjusted without notice and any liability therefore.

The Committee of Creditors, the RP (on the instructions of the Committee of Creditors) shall have the right, in their sole discretion to amend or/and extension process timelines and shall be duly communicated to the PRA without any liability, therefore.



**Amit Vijay Karia**

**Resolution Professional**

**Rite BUILTEC Private Limited**

Registration Number: IBBI/PA-001/IP-P02600/2021-2022/13969

AFA No. AA1/13969/02/061224/106477 is valid till December 6, 2024

Address registered with IBBI:

405, Hind Rajasthan Building, Dadar (East), Maharashtra - 400014

E-mail Id registered with IBBI: [ipamitkaria@gmail.com](mailto:ipamitkaria@gmail.com)

Process specific email ID for correspondence: [cirp.ritebuiltec@gmail.com](mailto:cirp.ritebuiltec@gmail.com)

*Note: RP / COC reserves the right to cancel or modify the process / application without assigning any reason and without any liability whatsoever. This is not an offer document.*

**FORMAT OF SUBMISSION OF EOI**  
**[On the Letterhead of the Entity Submitting the EOI EXPRESSION OF INTEREST]**

Date:

To

**Amit Vijay Karia**

**Resolution Professional**

**Rite Builtec Private Limited**

405, Hind Rajasthan Building, D. S. Phalke Road, Dadar East, Mumbai - 400014

Subject: Expression of Interest ("EOI") for submitting Resolution Plan for Rite Builtec Private Limited ("Corporate Debtor").

Dear Sir,

In response to the Form G republished on July 10, 2024, in newspapers namely Free Press Journal (English) and Navshakti (Marathi) ("**Advertisement**") inviting Expression of Interest (EOI) for submission of Resolution Plan ("**Resolution Plan**") as per the provisions of the Insolvency and Bankruptcy Code, 2016 ("**IBC**") and Insolvency and Bankruptcy Board of India (Insolvency Resolution Process of Corporate Persons) Regulations, 2016, we confirm that we have understood the eligibility criteria mentioned in the detailed invitation for EOI. We further confirm that we meet the necessary thresholds and criteria mentioned therein and submit our EOI along with Process Participation Deposit of **Rs 25,00,000 (Rupees Twenty-Five Lakhs only)** for submission of a Resolution Plan for the Corporate Debtor.

We hereby declare that we are including any of the group entities not an ineligible person to be Resolution Applicant as prescribed under Section 29A of IBC and rules & regulation made thereunder. An undertaking to that effect is annexed along with this EOI. We have also provided the necessary information as required in prescribed formats in **Annexure A to Annexure G**.

We affirm that the information/documents furnished by us in this EOI and in the **Annexures A to G**, including documentary proofs, is true, correct, complete, and accurate. Further, we acknowledge that:

The RP reserves the right to determine whether we qualify for the submission of the Resolution Plan and that the RP reserves the right to reject the EOI submitted by us without assigning any reason whatsoever and without any liability to the Applicant; and

The RP reserves the right to request for additional information / documents from us for the purposes of the EOI.

Information Memorandum / Access to virtual data room will be provided after submitting a confidentiality undertaking as per Section 29(2) of IBC.

The Committee of Creditors, the RP (on the instructions of the Committee of Creditors) and/or the Adjudicating Authority shall have the right, in their sole discretion to reject any and all proposed EOIs and/or the Resolution Plan made by or on behalf of any Resolution Applicant or any part thereof, and / or to suspend / cancel / terminate the process for submission of Resolution Plan including invitation / submission of EOI, submission of Resolution Plan, Evaluation of Resolution Plan and / or amend and / or supplement the process for submission of Resolution Plan, all without notice and any liability therefore.

Thanking You,

For and on behalf of [Insert the name of the entity submitting the EOI] Signature:

Name of Signatory:

Designation:

Company Seal / Stamp

1: In case of Consortium Applicant the EOI shall be signed by the nominated lead and details as per **Annexure C** to be provided.

2: The person signing the EOI and other supporting documents should be an authorized signatory supported by necessary Board Resolution/Authorization Letter.

**ANNEXURE A**  
**Details by PRA towards fulfilling Eligibility Criteria**

SN	Eligibility	Criteria	Details of PRA
1	<b>Real Estate Experience</b>	<p>The Prospective Resolution Applicant ("<b>PRA</b>") should have a relevant experience in the Real Estate Sector of minimum 5 (Five) years anywhere in India (Preferably Mumbai / Maharashtra).</p> <p>Average cash/bank balance of INR 50 Crores in last 1 year (CA certificate is required)</p>	
<b><u>AND</u></b>			
2		PRA shall not be an ineligible person as prescribed under Section 29A of the Insolvency and Bankruptcy Code, 2016 and rules & regulation made thereunder.	
3		The Process Participation Deposit for the EOI shall be <b>INR 25,00,000 /- (Rupees Twenty-Five Lakhs Only)</b> .	

*Note: The applicant shall submit the documentary proof(s) as a part of this Annexure A.*

## ANNEXURE B

### GENERAL INFORMATION OF PRA

Name and Address of the PRA:

Name:

Registered and Corporate Address:

Telephone No:

Fax:

Email:

Date of Incorporation:

Constitution of the PRA:

Experience in real estate sector (if, any):

Past experience in acquisition / turnaround of stressed assets (if any):

Overview of Management:

Contact Person:

Name:

Designation:

Telephone No:

Email:

Individual /firm/ Group/Company Profile:

Individual / Firm / Group / Company / Joint Venture / Consortium / SPV OR Financial Institutions / Funds / PE Investors Profile: Financial Profile (consolidated / standalone as applicable):

[Note: The Group / Company / Individual / Firm profile should necessarily include net worth and revenue numbers of the preceding five years. Where the entity submitting the EOI is a financial investor / fund entity, please additionally provide details pertaining to "Assets under Management" for the preceding five years and the Committed Funds available as on 31 March 2024 for investment in Indian assets. In case of a joint venture or consortium or an SPV, it should necessarily include net worth and revenue numbers of the preceding three years or provide details pertaining to "Assets under Management" for the preceding three years and the committed funds available as on 31 March 2024 for investment in Indian assets of each of the partners of the Joint Venture / Consortium / SPV]

For Individual / Firm / Body Corporate / Company

INR Crores	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Revenue					
Net worth					



For Financial Institutions / Funds / PE Investors / ARC

INR Crores	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Assets under management					

History, if any, of the Company or affiliates of the Company being declared a 'wilful defaulter', 'non-cooperative borrower' and / or 'non-performing asset'

Ownership Details:

Proof of Identity and Address:

Note: Applicant shall submit the following documentary proof(s) as a part of this **Annexure B:**

Applicable to Individual / Firms / Body Corporate

- Audited financial statements for last five financial years along with certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation of the Company certifying net worth and turnover of the last five financial years.
- Copy of Certificate of Registration and latest Constitutional Documents of the Applicant.

Applicable to Financial Institutions /Funds / PE Investors /ARC

- Certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation certifying Assets under management as on end of last five financial years.
- Documentary evidence for Funds available for deployment as on March 31, 2024.
- Audited financial statements for last five financial years.
- Copy of Certificate of Registration and latest Constitutional Documents of the Applicant

Note:

In case of Consortium Applicant, the details set out above are to be provided for each member of the Consortium.

In case of Joint Ventures / SPVs, the details set out above are to be provided for each of the entities / groups submitting each joint EOI.

## ANNEXURE C

### Details of Joint Venture / Consortium/ SPV Members:

SN	Name of the Member	% of share in the Consortium/ Joint Venture	Nominated as Lead (Y/N)

## **ANNEXURE D**

### **UNDERTAKING FROM PROSPECTIVE RESOLUTION APPLICANT AS PER REGULATION 36A OF CIRP REGULATIONS**

#### Execution instructions:

[To be on non-judicial stamp paper as may be applicable. Foreign companies submitting expression of interest / resolution plan are required to follow the applicable law in their country and ensure that the documents submitted as part of the expression of interest / resolution plan are appropriately apostilled, and stamp duty paid in India before submission to the resolution professional.]

The execution of this undertaking must be authorized by a duly passed resolution of the board of directors of the prospective resolution applicant or any sub-committee of the board (if so authorized by the board).

Each page of the undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the deponent must affix his/her full signature and additionally affix the rubber stamp seal of the prospective resolution applicant.

Where the resolution applicant is a consortium, said undertaking shall be furnished by each member of the consortium.

Kindly fill in the requisite details in each of the items where information is left blank or has been sought]

### **UNDERTAKING**

I, [name of the chairman / managing director / director / authorized person of resolution applicant, authorized by the Board of the resolution applicant for giving such undertaking], son of [\_\_\_\_], aged about [\_\_\_\_] years, currently residing at [Address to be inserted] and having Aadhaar / Passport number [\_\_\_\_], on behalf of [name of the resolution applicant] having registered office at [\_\_\_\_] ("**Resolution Applicant**", a term which also includes any person acting jointly with the Resolution Applicant), do solemnly affirm and state to the committee of creditors ("**COC**") of "Rite Bultec Private Limited" and the Resolution Professional of the Company ("**RP**") as follows:

1. That I am duly authorized and competent to make and affirm the instant undertaking for and on behalf of the Resolution Applicant in terms of the [resolution of its board of directors / power of attorney - to provide other necessary details of such authorization]. The said document is true, valid and genuine to the best of my knowledge, information and belief.
2. That the Resolution Applicant meets the criteria specified by the Committee of Creditors under clause (h) of sub-section (2) of Section 25 of the Code.
3. That the relevant records in evidence of meeting the criteria specified by the Committee of Creditors under clause (h) of sub-section (2) of Section 25 of the Code has been submitted along with the Expression of Interest for submission of Resolution Plan in the matter of Rite Bultec Private Limited.
4. That all the information and records provided in Expression of Interest is true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit resolution plan, forfeit any refundable deposit and attract penalty action under the Code.
5. That the Resolution Applicant shall maintain confidentiality of the information and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under sub-section (2) of Section 29 Insolvency and Bankruptcy Code, 2016.
6. That the contents of this undertaking are true and correct. No part of it is false and nothing material has been concealed therefrom.

7. That if, at any time after the submission of this undertaking and before the approval of the Resolution Applicant's resolution plan by the Adjudicating Authority i.e. Hon'ble National Company Law Tribunal under the Code, the Resolution Applicant becomes ineligible to be a Resolution Applicant as per the provisions of the Code, the fact of such ineligibility shall be forthwith brought to the attention of the RP and the COC.
8. That this undertaking shall be governed in accordance with the laws of India and the National Company Law Tribunal, Mumbai /National Company Law Appellate Tribunal/ Courts of Mumbai shall have the exclusive jurisdiction over any dispute arising under this undertaking.

Signed for and on behalf of [insert name of entity]

---

Signature and official stamp

## **ANNEXURE E**

### **ELIGIBILITY AS PER SECTION 29A READ WITH REGULATION 36A of THE CIRP REGULATIONS**

#### Execution instructions:

[To be on non-judicial stamp paper of Value as applicable. Foreign companies submitting expression of interest / resolution plan are required to follow the applicable law in their country and ensure that the documents submitted as part of the expression of interest / resolution plan are appropriately apostilled, and stamp duty paid in India before submission to the resolution professional. The said undertaking shall be duly notarized/apostilled]

The execution of this undertaking must be authorized by a duly passed resolution of the board of directors of the prospective resolution applicant or any sub-committee of the board (if so authorized by the board).

Each page of the undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the deponent must affix his/her full signature and additionally affix the rubber stamp seal of the prospective resolution applicant.

Where the resolution applicant is a consortium, said undertaking shall be furnished by each member of the consortium.

Kindly fill in the requisite details in each of the items where information is left blank or has been sought.]

#### **UNDERTAKING**

I, [name of the chairman/managing director/director/authorized person of resolution applicant, authorized by the Board of the resolution applicant for giving such undertaking], son of [\_\_\_\_], aged about [\_\_\_\_] years, currently residing at [Address to be inserted] and having Aadhaar / Passport number [\_\_\_\_], on behalf of [name of the resolution applicant] having registered office at [\_\_\_\_] ("**Resolution Applicant**"), a term which also includes any person acting jointly with the Resolution Applicant), do solemnly affirm and state to the committee of creditors ("**COC**") of "Rite Bultec Private Limited" and the Resolution Professional of the Company ("**RP**") as follows:

1. That I am duly authorized and competent to make and affirm the instant undertaking for and on behalf of the Resolution Applicant in terms of the [resolution of its board of directors/ power of attorney- to provide other necessary details of such authorization]. The said document is true, valid and genuine to the best of my knowledge, information and belief.
2. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any 'connected person' [as defined under Section 29A of the Insolvency and Bankruptcy Code, 2016, as amended from time to time ("**Code**") and nor any other person covered under Section 29A of the Code:
  - a) is an undischarged insolvent;
  - b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;

- c) is at the time of submission of the expression of interest and / or resolution plan a person who, (i) has an account which has been classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force, or (ii) controls or manages or is the promoter of a corporate debtor whose account has been, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force; and such classification has continued for a period of one year or more from the date of such classification till the date of commencement of the corporate insolvency resolution process of the Rite Bultec Private Limited and all such overdue amounts along with interest, costs and charges thereon have not been fully repaid at the time of submission of expression of interest and / or resolution plan;<sup>1</sup>
- d) has been convicted for any offence punishable with imprisonment –
- i. for two years or more under any statute specified under the Twelfth Schedule of the Code and two years have not passed from the date of release from such imprisonment; or
  - ii. for seven years or more under any law for the time being in force and two years have not passed from the date of release from such imprisonment;
- e) is disqualified to act as a director under the Companies Act, 2013 [18 of 2013];
- f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g) has been a promoter or in the management of or control of a corporate debtor in which any preferential transaction or undervalued transaction or extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority viz. Hon'ble National Company Law Tribunal (or its appellate tribunal / court) under the Code (other than a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction which has taken place without any contribution by the Resolution Applicant in an entity acquired by the Resolution Applicant, prior to such acquisition by way of a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or court);
- h) has executed a guarantee in favour of a creditor, in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under the Code and such guarantee has been invoked by the creditor and remains unpaid in full or in part; and
- i) is subject to any disability, corresponding to the aforesaid conditions under any law in a jurisdiction outside India.
3. That the Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure in respect of itself and all its connected persons as required under Regulation 38(3) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as applicable to the corporate insolvency resolution process of the Corporate Debtors.
4. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any 'connected person' (as defined under Section 29A of the Code) has:
- a) withdrawn or sought any deviation to its resolution plan in any corporate insolvency resolution process, or avoided or delayed or defaulted in the implementation of the resolution plan approved by the committee of creditors / Adjudicating Authority; or delayed or failed to implement any conditions as contained in the process document /

- note issued under any corporate insolvency resolution process (including the submission of any guarantee / security documents as envisaged under the process document / note of any corporate insolvency resolution process);
- b) had any resolution plan filed by it withdrawn / rejected or applied to be withdrawn / rejected from the Adjudicating Authority / committee of creditors owing to any non-compliance / default by it;
  - c) failed to implement its resolution plan approved by committee of creditors / Adjudicating Authority in accordance with its terms; or
  - d) in order to avoid the obligations under its resolution plan approved by committee of creditors / Adjudicating Authority, challenged the process document / note or process thereunder issued by a resolution professional / committee of creditors with respect to a corporate insolvency resolution process, in any court of law or sought any deviation from the resolution plan submitted by it which is not acceptable to the committee of creditors of the relevant matter.
5. That the Resolution Applicant unconditionally and irrevocably represents, warrants and confirms that it is eligible under the terms and provisions of the Code (read with the relevant regulations framed there under) to submit an expression of interest and a resolution plan and it shall provide all documents, representations and information as may be required by the RP or the COC to substantiate that the Resolution Applicant is eligible under the applicable provisions of the Code and the rules and regulations thereunder to submit a resolution plan in respect of the Rite Builtec Private Limited.
  6. That the Resolution Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this undertaking.
  7. That the Resolution Applicant undertakes that it shall intimate the Resolution Professional forthwith if it becomes ineligible at any time during the corporate insolvency resolution process;
  8. That the Resolution Applicant undertakes that every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code; and
  9. That the Resolution Applicant understands that the RP and the COC may evaluate the expression of interest and / or resolution plan to be submitted by the Resolution Applicant or any other person acting jointly with it and such evaluation shall be on the basis of the confirmations, representations and warranties provided by the Resolution Applicant under this undertaking.
  10. That the Resolution Applicant agrees that each member of the COC and the RP are entitled to rely on the statements and affirmations made in this undertaking for the purposes of determining the eligibility and assessing, agreeing and approving the resolution plan submitted by the Resolution Applicant.
  11. That in the event any of the statements contained herein are found to be untrue or incorrect, then the Resolution Applicant unconditionally agrees to indemnify and hold harmless the RP and each member of the COC against any losses, claims or damages incurred by the RP and / or the members of the COC on account of such ineligibility of the Resolution Applicant.
  12. That the Resolution Applicant agrees and undertakes to disclose/inform forthwith, to the RP and the members of the COC, if the Resolution Applicant becomes aware of any change in factual information in relation to it or its connected person (as defined under the Code) which would make it ineligible under any of the provisions of Section 29A of the Code at any stage of the corporate insolvency resolution process of the Rite Builtec Private Limited, after the submission of this undertaking.
  13. That if, at any time after the submission of this undertaking and before the approval of the Resolution Applicant's resolution plan by the Adjudicating Authority i.e. Hon'ble National Company Law Tribunal under the Code, the Resolution Applicant becomes ineligible to be a Resolution Applicant as per the provisions of the Code (and in particular Section 29A of the Code), the fact of such ineligibility shall be forthwith brought to the attention of the RP and the COC.

14. That this undertaking shall be governed in accordance with the laws of India and the National Company Law Tribunal, Mumbai /National Company Law Appellate Tribunal/ Courts of **Mumbai** shall have the exclusive jurisdiction over any dispute arising under this undertaking.

Signed for and on behalf of [insert name of entity]

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Signature and official stamp



**ANNEXURE F**  
**CONFIDENTIALITY UNDERTAKING**  
**For sharing of Information Memorandum and access to**  
**Virtual Data-Room**

Execution instructions:

[To be on non-judicial stamp paper as applicable. Foreign companies submitting expression of interest / resolution plan are required to follow the applicable law in their country and ensure that the documents submitted as part of the expression of interest / resolution plan are appropriately apostilled, and stamp duty paid in India before submission to the resolution professional. The said undertaking shall be duly notarized/apostilled]

The execution of this undertaking must be authorized by a duly passed resolution of the board of directors of the prospective resolution applicant or any sub-committee of the board (if so authorized by the board).

Each page of the undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the deponent must affix his/her full signature and additionally affix the rubber stamp seal of the prospective resolution applicant.

Where the resolution applicant is a consortium, said undertaking shall be furnished by each member of the consortium.

Kindly fill in the requisite details in each of the items where information is left blank or has been sought.]

This confidentiality undertaking has been signed by M/s \_\_\_\_\_,  
Prospective Resolution Applicant as per relevant provisions of the Insolvency and Bankruptcy Code, 2016, having its office at \_\_\_\_\_ acting through Mr./Ms. \_\_, the authorized signatory / authorized representative (which expression shall, unless repugnant to the context, include its successors in business, administrators in business, administrators, Insolvency professional, liquidator and assigns or legal representative) (hereinafter referred as "**PRA**") on \_\_\_\_\_ day of 2024 and submitted to Amit Vijay Karia, an Insolvency Professional having registration no. IBBI/IPA-001/IP-P02600/2021-2022/13969.

**WHEREAS** Rite Builtec Private Limited, a company registered under Companies Act, 1956 (thereafter referred as "Corporate Debtor") is under Corporate Insolvency Resolution Process vide Hon'ble NCLT Mumbai Bench's order in CP (IB) 1023/MB-IV/2022 dated August 25, 2023 under the Insolvency and Bankruptcy Code, 2016, wherein Amit Vijay Karia (IBBI Registration Number: IBBI/IPA-001/IP-P02600/2021-2022/13969) was appointed as Interim Resolution Professional (IRP) as the Resolution Professional (RP) in the matter of Rite Builtec Private Limited. The Committee of Creditors in its 1<sup>st</sup> COC meeting held on November 17, 2023 appointed the IRP as the Resolution Professional in accordance with Section 22(2) of the Code, the results of which were published on November 23, 2023.

**AND WHEREAS** the RP has prepared Information Memorandum as per Section 29 (1) of Insolvency & Bankruptcy Code, 2016 read with Regulation 36 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 in respect of Corporate Debtor.

**AND WHEREAS** RP is required to share the Information Memorandum and shall provide access to all relevant information to the resolution applicant after receiving an undertaking from such Resolution Applicant to the effect that such resolution applicant shall maintain confidentiality of the information and shall not use such information to cause an undue gain or

undue loss to itself or any other person and comply with the requirements under section 29(2) of Insolvency & Bankruptcy Code, 2016.

**THEREFORE, the above named Prospective Resolution Applicant hereby provides following undertaking to Amit Vijay Karia, Resolution Professional, Rite Bultec Private Limited: -**

**WE HEREBY DECLARE** and undertake that we will not divulge any part of the information contained in Information Memorandum of the Corporate Debtor, prepared as per Section 29

(1) of Insolvency & Bankruptcy Code, 2016 and Regulation 36 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process For Corporate Persons) Regulations, 2016 and any other relevant information that may be made accessible pursuant to Section 29

(2) of the Insolvency and Bankruptcy Code, 2016 by the Resolution Professional by way of a virtual data room or any other mode created in that regard, through oral or written communication or through any mode to anyone and the same shall constitute "Confidential Information". Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also be treated as Confidential Information and shall ensure that all Confidential Information is kept safe and secured at all times and is protected from any theft or leakage.

**WE FURTHER** undertake and declare that the Confidential Information shall be kept secret and confidential by us and shall be used solely as allowed under the Insolvency & Bankruptcy Code, 2016 and we shall not use such information to cause an undue gain or undue loss to our self or any other person and shall comply with the requirements under section 29(2) of Insolvency & Bankruptcy Code, 2016 and comply with provisions of law for the time being in force relating to confidentiality and insider trading; and shall protect any intellectual property of the corporate debtor which we may have access to. We shall take all necessary steps to safeguard the privacy and confidentiality and shall secure that no person acting on our behalf or ourselves divulge or disclose or use any part of the relevant information or not to share relevant information with third parties unless section 29 clauses (a) and (b) of sub-section (2) are complied with where relevant information shall include the financial position of the corporate debtor, all information related to disputes by or against the corporate debtor and any other matter pertaining to the corporate debtor as may be specified.

**WE FURTHER:**

- a) agree to use such measures and / or procedures as it uses in relation to its own most highly confidential information to hold and keep in confidence any and all such Confidential Information;
- b) shall ensure compliance with Applicable Laws and specifically with the Insolvency and Bankruptcy Code and Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, with respect to Confidential Information received pursuant to the Resolution Process;
- c) shall take all reasonable steps and measures to minimize the risk of disclosure of Confidential Information by ensuring that only such representatives who are expressly authorized by it and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis;
- d) shall ensure that the Confidential Information will not be copied or reproduced or transmitted by any means and in any form whatsoever (including in an externally accessible computer or electronic information retrieval system) by us or our authorized representative, except for sharing of Confidential Information as required in relation to this document, as decided by the us or our Representative from time to time.
- e) shall immediately destroy and permanently erase all Confidential Information upon the rejection of Resolution Plan by the Committee of Creditors and/or Hon'ble National Company Law Tribunal("NCLT") under Section 31(1) of the Insolvency & Bankruptcy Code, 2016 or upon an order for liquidation of the corporate debtor being passed by the Hon'ble NCLT under Section 33 of the Insolvency & Bankruptcy Code, 2016;

**WE FURTHER** agree that no representation or warranty has been provided by the RP in relation to the authenticity or adequacy of the information provided pursuant to the information memorandum, including Confidential Information, nor would have any claim against the RP or the Corporate Debtor nor shall have any responsibility or liability whatsoever, whether in contract, tort or otherwise, for any direct, indirect or consequential loss and / or damage, loss of use, loss of production or loss of profits or interest costs or in respect of any information provided in the Information Memorandum or any other relevant information.

**WE FURTHER** understand and agree that the Committee of Creditors, the RP (on the instructions of the Committee of Creditors) and / or the Adjudicating Authority shall have the right, in their sole discretion to reject any and all proposed Expression of Interest and / or the Resolution Plan made by or on behalf of any Resolution Applicant or any part thereof, and / or to suspend / cancel / terminate the process for submission of Resolution Plan including invitation / submission of EOI, submission of Resolution Plan, Evaluation of Resolution Plan, selection of Resolution Plan etc. and / or amend and / or supplement the process for submission of Resolution Plan, all without notice and any liability therefore.

**WE FURTHER** understand and agree that the Expression of Interest will be evaluated by the RP / the Committee of Creditors of the Corporate Debtor based on the information provided by us along with the Expression of Interest to determine our eligibility to submit Resolution Plan(s) for Insolvency Resolution Process of the Corporate Debtor. The RP / the COC reserve the right to determine at their sole discretion, whether we qualify for the submission of the Resolution Plan and may not shortlist the Expression of Interest submitted by us without assigning any reason whatsoever;

**WE FURTHER** agree that the RP / the COC reserve the right to request for additional information or clarification from us for the purposes of the Expression of Interest and we shall promptly comply with such requirements. Failure to satisfy the queries of RP / COC may lead to rejection of our submission pursuant to Expression of Interest; and Submission of Expression of Interest alone does not automatically entitle us to participate in the next stage of the Resolution Process.

**WE FURTHER** declare and undertake that we shall be responsible for any breach of obligations under this confidentiality undertaking and shall indemnify Rite Bultec Private Limited and/or Amit Vijay Karia, the Resolution Professional, for any loss or damage(s) caused to it by virtue of any default from our side in compliance to the aforesaid conditions.

Signed for and on behalf of

M/s \_\_\_\_\_

By Mr. / Ms. \_\_\_\_\_

(Name and Designation)

## **ANNEXURE G**

### **FORMAT OF UNDERTAKING FOR SITE VISIT**

Execution instructions:

To be on non-judicial stamp paper of value as applicable

[The execution of this undertaking must be authorized by a duly passed resolution of the board of directors of the prospective resolution applicant or any sub-committee of the board (if so authorized by the board).

Each page of the undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the deponent must affix his/her full signature and additionally affix the rubber stamp seal of the prospective resolution applicant.

Where the resolution applicant is a consortium, said undertaking shall be furnished by each member of the consortium.

Kindly fill in the requisite details in each of the items where information is left blank or has been sought]

Date:

To,

**Amit Vijay Karia**

**Resolution Professional**

**Rite Bultec Private Limited**

Reg. No. IBBI/IPA-001/IP-P02600/2021-2022/13969

**Subject: Visit to site of Rite Bultec Private Limited**

Dear Sir,

I, \_\_\_\_\_, a director/designated partner /partner / lead member /Individual /authorized signatory/authorized representative of M/s. \_\_\_\_\_ Prospective Resolution Applicant as per relevant provisions of Insolvency and Bankruptcy Code, 2016, having its office at \_\_\_\_\_ (hereinafter referred as PRA") in the matter of Rite Bultec Private Limited, duly authorized on behalf of the PRA, (which expression shall, unless repugnant to the context, include its successors in business, administrators in business, administrators, Insolvency Professional, Liquidator and Assigns or legal representative) hereby sign this undertaking on \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**WHEREAS** Rite Bultec Private Limited, a company registered under Companies Act, 1956 (hereafter referred as "Corporate Debtor") is under Corporate Insolvency Resolution Process vide Hon'ble NCLT Mumbai Bench's order in CP (IB) 1023/MB-IV/2022 dated August 25, 2023 under the Insolvency and Bankruptcy Code, 2016, wherein Amit Vijay Karia (IBBI Registration Number: IBBI/IPA-001/IP-P02600/2021-2022/13969) was appointed as Interim Resolution Professional (IRP) as the Resolution Professional (RP) in the matter of Rite Bultec Private Limited. The Committee of Creditors in its 1<sup>st</sup> COC meeting held on November 17, 2023 appointed the IRP as the Resolution Professional in accordance with Section 22(2) of the Code, the results of which were published on November 23, 2023.

**AND WHEREAS** the RP upon the request of the PRA pursuant to Advertisement issued for Inviting Expression of Interest on \_\_\_\_\_ in \_\_\_\_\_ (\_Edition), \_\_\_\_\_ (\_\_\_\_Edition) and \_\_\_\_\_ (\_\_\_\_Edition) has agreed to allow the PRA (which expression shall, unless repugnant to the context, include its successors in business, administrators in business, administrators, Insolvency professional, liquidator and assigns or legal representative) along with any expert appointed by the PRA, if any, to visit the site of the Corporate Debtor situated at ..... (hereinafter referred as "Site") on giving undertaking hereinafter appearing.

#### **UNDERTAKING**

1. Only the following directors / designated partners / partners / Members of Consortium / Individual / authorized signatory / authorized representative of the Resolution Applicant shall be visiting the conducting the site-visit of the land:
  - a. Mr. \_\_,[Designation];
  - b. Mr. \_\_,[Designation];
  - c. [Add more if required]
2. A duly certified copy of the board resolution and / or duly executed letter of authorization authorizing the persons listed in (1) above along with their KYC documents of all shall be provided along with this undertaking at least 2 (two) business days in advance.
3. We shall make our own arrangements including accommodation, travel, food etc. for such visit. All costs and expenses incurred in relation to such visit will be borne by us and we hereby agree that no such cost shall be reimbursed to us.
4. We shall carry out our own complete due diligence in respect of the Corporate Debtor and shall be deemed to have full knowledge of the condition of the site, relevant documents, information, etc. whether or not we actually inspect the units or verify the documentation, if any, provided by the Corporate Debtor/ the Resolution Professional or his authorized representative.
5. We shall abide by all the instructions, rules, policies and terms and conditions as prescribed by the Corporate Debtor.
6. We / or our authorized representative(s) shall not visit the site without seeking prior permission from the Resolution Professional.
7. We further agree and undertake that: -
  - a. The Resolution Professional, Corporate Debtor, members of Committee of Creditors and/or any of its representatives shall not be responsible for any loss, injury or damage to person, property, or otherwise in connection with this visit of mine and my team, any accommodation, transportation or other services, resulting – directly or indirectly – from any act of GOD, dangers, fire, accident, breakdown in machinery or equipment, breakdown of transport, wars, civil disturbances, strikes, riots, thefts, pilferages, epidemics, or any other causes.
  - b. We will not divulge any part of the information in relation to the site or the visit thereof, through oral or written communication or through any mode to anyone other than as may be required under applicable law or pursuant to any order or decision of a governmental authority.

- c. Any information or documents generated or derived by the recipients of the information in relation to the visit of the Units shall be kept safe and secured at all times and shall protected from any theft or leakage.
- d. We shall maintain confidentiality of the information derived during the visit of the site and shall not use such information to cause an undue gain or undue loss to our self or any other person and comply with provisions of law for the time being in force relating to confidentiality and insider trading;
- e. We shall protect any intellectual property of the corporate debtor which we may have access to and shall take all necessary steps to safeguard its privacy and confidentiality.
- f. We agree that no representation or warranty has been provided by the Resolution Professional in relation to the authenticity or adequacy of the information provided during the site visit, nor would have any claim against the Resolution Professional or the Corporate Debtor, nor shall have any responsibility or liability whatsoever, whether in contract, tort or otherwise, for any direct, indirect or consequential loss and / or damage, loss of use, loss of production or loss of profits or interest costs or in respect of any information provided during the visit of the property.
- g. We shall be responsible for any breach of obligations under this undertaking and shall indemnify Rite Builtec Private Limited and/or Amit Vijay Karia, the Resolution Professional, for any loss or damage(s) caused to it by virtue of any default from our side in compliance to the aforesaid conditions.

**This undertaking is binding upon me / us heirs, executors, administrators / successors or successors as assigns.**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_**

Signed for and on behalf of

M/s \_\_\_\_\_

By Mr./ Ms. \_\_\_\_\_(Name and Designation)

## FORM G - REVISED / ADDENDUM 3 (Three)

### INVITATION FOR EXPRESSION OF INTEREST FOR 'RITE BUILTEC PRIVATE LIMITED'

#### OPERATING IN REAL ESTATE SECTOR AT MUMBAI, MAHARASHTRA

(Under sub-regulation (1) of Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016)

RELEVANT PARTICULARS		
1.	Name of the corporate debtor along with PAN / CIN / LLP No.	<b>RITE BUILTEC PRIVATE LIMITED</b> U45100MH2004PTC162319
2.	Address of the registered office (as per MCA records)	Plot No 2, Gumpha Darshan Hsg Soc, Dattapada Road, Asara Colony, CTS No 225, Diwan Compound, Borivali (East), Mumbai - 400066
3.	URL of website	<a href="https://www.incorprestructuring.com/RBP.html">https://www.incorprestructuring.com/RBP.html</a>
4.	Details of place where majority of fixed assets are located	Mumbai (Maharashtra) Further Details can be sought from the RP by sending an email on <a href="mailto:cirp.ritebuiltec@gmail.com">cirp.ritebuiltec@gmail.com</a>
5.	Installed capacity of main products / services	Not Applicable
6.	Quantity and value of main products / services sold in last financial year	Not Applicable
7.	Number of employees / workmen	NIL
8.	Further details including last available financial statements (with schedules) of two years, lists of creditors are available at URL:	The details can be sought by sending an email on <a href="mailto:cirp.ritebuiltec@gmail.com">cirp.ritebuiltec@gmail.com</a> and / or Virtual Data Room in accordance with the provisions of the Code and Regulations made thereunder.
9.	Eligibility for resolution applicants under section 25(2)(h) of the Code is available at URL:	The detailed invitation for expression of interest which shall include the eligibility for resolution applicants under Sec 25(2)(h) of the Code can be sought by sending an email on <a href="mailto:cirp.ritebuiltec@gmail.com">cirp.ritebuiltec@gmail.com</a> and is available at <a href="https://www.incorprestructuring.com/RBP.html">https://www.incorprestructuring.com/RBP.html</a>
10.	Last date for receipt of expression of interest	July 25, 2024
11.	Date of issue of provisional list of prospective resolution applicants	July 28, 2024
12.	Last date for submission of objections to provisional list	July 31, 2024
13.	Date of issue of final list of prospective resolution applicants	August 4, 2024
14.	Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	August 7, 2024
15.	Last date for submission of resolution plans	September 6, 2024
16.	Process email id to submit EOI	<a href="mailto:cirp.ritebuiltec@gmail.com">cirp.ritebuiltec@gmail.com</a>





**Amit Vijay Karia**

Resolution Professional of **Rite BUILTEC Private Limited**

*(Undergoing CIRP vide order dated August 25, 2023)*

Registration Number: IBB/PA-001/IP-P02600/2021-2022/13969

AFA: AA1/13969/02/061224/106477 is valid till December 6, 2024

**Address & email id registered with IBI:**

405, Hind Rajasthan Building, Dadasaheb Phalke Road, Gautam Nagar, Dadar (East),  
Mumbai - 400014 (Maharashtra) [jpamitkaria@gmail.com](mailto:jpamitkaria@gmail.com)

Process specific email id for correspondence: [cirp.ritebultec@gmail.com](mailto:cirp.ritebultec@gmail.com)

Process specific website: <https://www.incorprestructuring.com/RBP.html>

Date: July 10, 2024

Place: Mumbai



**पनवेल महानगरपालिका**  
ता. पनवेल, जि. रायगड - ४१० २०६

Email ID: panvelcorporation@gmail.com दूरध्वनी क्र. : ०२२-२७४५८०४०/४१/४२

दिनांक : ०९/०७/२०२४

**निविदा सूचना**

अ. क्र.	निविदा क्र.	कामाचे नाव	अंदाजपत्रकीय रक्कम
१)	PMC/WS/02/2023-24	केंद्र शासन पुरस्कृत अमृत २.० अभियानांतर्गत पनवेल महानगरपालिकेच्या अडिवली तलावाचे पुनरुज्जीवन करणे.	रु. ८,४०,५१,९००/-

वरील ई-निविदाबाबतची माहिती शासनाच्या 'http://mahatenders.gov.in' या संकेतस्थळावर दि. ११/०७/२०२४ रोजी प्रसिद्ध करण्यात येईल. संबंधित निविदाकारांनी याची नोंद घ्यावी.

सही/-  
(डॉ. प्रशांत रसाळ)  
अतिरिक्त आयुक्त-1  
पनवेल महानगरपालिका

**Sundaram Multi Pap Limited**  
CIN: L21098MH1995PLC08637

R.O.: 5/6, Papa Industrial Estate, Suren Road, Andheri East, Mumbai: 400093.  
Tel No.: 022 67602200, Email: info@sundaramgroups.in, Website: www.sundaramgroups.in

**Notice of Extraordinary General Meeting**

Notice is hereby given that the Extraordinary General Meeting (EGM) of the Members of the Sundaram Multi Pap Limited will be held on Tuesday, August 6, 2024 at 11:30 a.m. IST through Video Conferencing ("VC") / Other Audio-Visual Means ("OAVM") to transact business as set out in the notice of EGM. The Ministry of Corporate Affairs ("MCA") has vide its circular dated December 28, 2022 (General Circular No. 10/2022) read with General Circular No. 20/2020 dated May 5, 2020, and General Circular No. 02/2022 dated May 5, 2022 the latest being 09/2023 dated September 25, 2023 (collectively referred to as "MCA Circulars") and SEBI Circulars have granted certain relaxations to the bodies corporates and thus, permitted the holding of the Extraordinary General Meeting ("EGM") through Video Conferencing ("VC") / Other Audio-Visual Means ("OAVM"), without physical presence of the Members at a common venue. In compliance with the above and the relevant provisions of the Companies Act, 2013 and rules made thereunder and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations") and other applicable provisions, if any, the EGM of the Company is being held through VC / OAVM.

Electronic copies of the notice of EGM along with procedure and instruction for e-voting have been sent on July 9, 2024, to all those members whose email IDs are registered with Company/Depositories and the same is also available on the website of the Company at <https://www.sundaramgroups.in/disclosures-under-sub-regulation-8-of-regulation-30/> and on the website of <https://www.evoting.nsl.com> and the websites of the Stock Exchanges i.e. BSE Limited, and National Stock Exchange of India Limited, at <https://www.bseindia.com> and <https://www.nseindia.com> respectively.

Pursuant to the provisions of Section 108 of the Companies Act, 2013 read with rule 20 of Companies (Management & Administration) Rules, 2014, Secretarial Standard 2 and regulation 44 of SEBI (LODR) Regulations 2015 the members of the Company holding shares either in physical form or dematerialized form as on the Tuesday, July 30, 2024 (the "Cut-off-Date"), are offered the facility to exercise their right to vote on the businesses set forth in notice of EGM by electronic means through both remote e-voting and e-voting at EGM. The voting rights of the members shall be in proportion to the equity shares held by them as of Tuesday, July 30, 2024 (the "Cut-off-Date").

Members are requested to attend the EGM through VC / OAVM through the NSDL e-Voting system. Members may access the same at <https://www.evoting.nsl.com> under shareholders/Members login by using the remote e-voting credentials. The link for VC / OAVM will be available in Shareholder / Member's login where the EVEN of Company will be displayed. Please note that the Members who do not have the User ID and Password for the E-Voting or have forgotten the User ID and Password may retrieve the same by following the remote e-Voting instructions mentioned in the notice. The instructions for joining the EGM are provided in the Notice of the EGM. Members attending the meeting through VC/ OAVM shall be counted for the purpose of reckoning the quorum as per Section 103 of the Companies Act, 2013.

Remote e-voting period commences on Saturday, August 3, 2024 at 09.00 a.m. and ends on Monday, August 5, 2024 at 5.00 p.m.

Any person, who acquires shares of the Company and become Member of the Company after dispatch of the notice and holding shares as of the cut-off date i.e., July 30, 2024, may obtain the login ID and password by sending a request at [evoting@nsl.com](mailto:evoting@nsl.com) or [cs@sundaramgroups.in](mailto:cs@sundaramgroups.in). However, if you are already registered with NSDL for remote e-voting then you can use your existing user ID and password for casting your vote. Only those Members / shareholders, who will be present in the EGM through VC / OAVM and have not casted their vote on the Resolutions through remote e-Voting and are otherwise not barred from doing so, shall be eligible to vote through e-Voting system in the EGM. Members who have voted through Remote e-Voting will be eligible to attend the EGM. However, they will not be eligible to vote at the EGM.

In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Shareholders and e-voting user manual for Shareholders available at the download section of [www.evoting.nsl.com](https://www.evoting.nsl.com) or call on: 022-48867000 and 022-24997000 or send a request to Mr. Rahul Rajbhar- Assistant Manager at [evoting@nsl.com](mailto:evoting@nsl.com).

For SUNDARAM MULTI PAPER LIMITED  
Sd/-  
Dinker Mishra  
Company Secretary & Compliance Officer  
Membership No. ACS 48511

Date: 09-07-2024  
Place: Mumbai

**Format C-1**  
**Declaration about criminal cases**

(As per the judgment dated 25th September, 2018, of Hon'ble Supreme Court in WP (Civil) No. 536 of 2011 (Public Interest Foundation & Ors. Vs. Union of India & Anr.)

**Name and address of candidate** : Mr. Jayant Prabhakar Patil At-Post-Ambepur, Pejari, Taluka-Alibaug, District-Raigad.  
**Name of political party** : Peasants & Workers Party of India-PWPI  
**Name of Election** : Member of Legislative Council election from Maharashtra Legislative Assembly Constituency

Sl. No.	Pending criminal cases	Name of Court	Case No. and status of case	Section(s) of Acts concerned and brief description of offence(s)
1	Chief Judicial Magistrate, Alibaug	Summery Case No. 796/2019	I.P.C 143 - Being member of an unlawful assembly, I.P.C 147 - rioting, I.P.C 150 - Hiring, engaging or employing persons to Take part in an unlawful assembly, Same as a Member and for Offence by any Member, I.P.C 323 - Voluntarily causing hurt, I.P.C 504 - Insult intended to provoke breach of the peace, I.P.C 506 criminal intimidation, Section 37 (1) (c) of Bombay Police Act 1951 Power to prohibited acts to prevent disorder, Section 135, 37, 39 or 40 of Bombay Police Act 1951 Punishment for contravention of rules or directions Section 121 of Bombay Police Act 1951 Knowingly trespassing	
2	Chief Judicial Magistrate, Alibaug	Summery Case No. 797/2019	I.P.C 188 - Disobedience to an order lawfully promulgated by a public servant, If such disobedience causes obstruction, annoyance or injury to persons lawfully employed, I.P.C 186 - Obstructing public servant in discharge of his public functions	
3	Judicial Magistrate, First Class Alibaug	Regular Case No. 70 / 2017	I.P.C 112 - Abettor when liable to cumulative punishment for act abetted and for act done, I.P.C 119 - A public servant concealing a design to commit an offence which it is his duty to prevent, If the offence be committed, I.P.C 120 - Concealing a design to commit an offence, I.P.C 161 - Being or expecting to be a public servant, and taking A gratification other than Legal remuneration in respect of an official act, I.P.C 167 - Public servant framing an incorrect document with intent to cause injury - I.P.C. 416 - Cheating by personation, I.P.C 418 - Cheating a person whose interest the offender was bound, either by law or by legal contract, to protect, I.P.C 420 - Cheating and there by dishonestly inducing delivery of property, or the making, alteration or destruction of a valuable security, I.P.C 463 - Forgery, I.P.C 464 - Making a false Document, I.P.C 466 - Forgery of record of court or of public register, etc., I.P.C 467 - Forgery of a valuable security, will, etc., I.P.C 468 - Forgery for the purpose of cheating, I.P.C 470 - Forged document, I.P.C 471 - Using as Genuine and forged document Same as for Forgery of such document, I.P.C 472 - Making or possessing counter feit seal, etc. with intel to commit forgery punishable under section 467, I.P.C 475 - Counterfeiting a device or mark used for authenticating documents described in section 467 of the Indian Penal Code, or possessing counterfeit marked material	
4	District and Sessions Court Alibaug	Criminal Revision Application No. 59/2017	CrPC Section 317.	
5	Maharashtra Co-operative Societies Act, 1960.	Pending inquiry	Section 88 of Maharashtra Co-operative Societies Act, 1960.	

**(B) Details about cases of conviction for criminal offences**

Sl. No.	Name of Court & date(s) order(s)	Description of offence(s) & Punishment imposed	Maximum Punishment Imposed
	Not Applicable	Not Applicable	Not Applicable

\*Name of Constituency : **Election to Legislative Council by MLA**

I, Mr. Jayant Prabhakar Patil candidate for the abovementioned election, declare for public information the following details about my criminal antecedents :

Sd/-  
**Mr. Jayant Prabhakar Patil**

**सेन्ट बँक होम फायनेन्स लिमिटेड**  
**Cent Bank Home Finance Limited**

Branch: Shop No. 1 & 2, Rajshree Apartment, Near Kathiyawad Showroom, D'souza Colony College Road, Nashik-422005, Maharashtra Ph.No. 0253-6649224, 8149094047

सेन्ट्रल बँक ऑफ इंडिया की अनुसंगी Subsidiary of Central Bank of India

**NOTICE UNDER SECTION 13(2), READ WITH SECTION 13(8) AND 13(13) OF SARFAESI ACT, 2002 TO BE PUBLISHED IN NEWSPAPER WHEN THE SAME IS RETURNED UNDELIVERED, REFUSED TO ACCEPT AND ACKNOWLEDGE**

A notice is hereby given that the following Borrower/Co-borrower and Guarantors have defaulted in the repayment of principal and interest of the loans facility obtained by them from the Cent Bank Home Finance Limited and the loans have been classified as Non Performing Assets (NPA) The notices were issued to them under Section 13(2) of Securitization and Re-construction of Financial Assets and Enforcement of Security Interest Act 2002 on their last known addresses, We have indicated our intention of taking possession of mortgaged Property owned by following Borrowers/ Guarantors as per section 13(4) of the Act in case of your failure to pay the amount mentioned below within 60 days. Details are hereunder.

Name & Address of The Borrower & Guarantor	Description of the Property	Date of Notice	Outstanding Amount (₹)
Mr. Sunil Tejrao Otari & Mrs. Pooja Sunil Otari LAN: 0140301000369.	Flat No. 203, 2nd Floor, Balaji Pride Apartment, Plot No. 40/41, S No. 56/2, Near Carban Naka, Shivaji Nagar, Gangapur Satpur Link Road, Gangapur Shiwar, Nashik- 422007. Area Of Property- 435.99 Sq. Ft. (40.52 Sq. Mtrs) Carpe Area Boundaries - East- Passage & Duct, West- 9 Mtrs. Colony Road., North- Flat No. 204, South- Duct & Flat No. 202	18.06.2024	11,18,979/- + Interest & Other Charges.
		08.06.2024	

The steps are being taken for substituted service of notice. The above Borrower/Co-borrower and Guarantor (s) (wherever applicable) are hereby called upon to make payment of outstanding amount within 60 days from the date of publication of this notice, failing which further steps will be taken after expiry of 60 days from the date of this notice under sub-section (4) of Section 13 of Securitization and Re-construction of Financial Assets and Enforcement of Security Interest Act. 2002.

Place : Nashik, Date: 09.07.2024  
Authorized Officer, Cent Bank Home Finance Ltd., Nashik

**BRIHANMUMBAI MAHANAGARPALIKA**

(Hydraulic Engineer's Department) (O.C. Division)  
No.DyHE(M&E)MIIIA/1726/PP dtd. 08 Jul. 2024

**e-TENDER NOTICE**

The Commissioner of BRIHANMUMBAI MUNICIPAL CORPORATION invites online tender from the firms dealing in the line on item rate basis in three packet system for the work detailed below.

Department	Hydraulic Engineer
Section	Dy. Hydraulic Engineer (M&E) M-3 A Pise-Panjarapur.
Maha-tender Bid No.	1) 2024_MCGM_1048459 2) 2024_MCGM_1048157 3) 2024_MCGM_1048096
Name of the work	1) Servicing & Overhauling of electrical actuators, gearbox & head stock units of various butterfly valves at Valve Maint. Section M-III A Panjarapur. 2) Refurbishment & modification of Table model with running commentary at Information Center at M-III A Panjarapur. 3) Procurement of Chlorine spares for day to day maintenance work at Chlorine plant M-III A, Panjarapur
Website	<a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>

The tender document can be downloaded from the BMC website & <https://mahatenders.gov.in>

Sd/-  
(A. S. Bhoir)  
Dy. Hydraulic Engineer (M&E)  
M-3 A, Pise Panjarapur

PRO/412/ADV/2024-25  
Let's together and make Mumbai Malaria free

**कार्यालय कलेक्टर (जिला निर्माण समिति),**  
**जिला उत्तर बस्तर - कांकेर**  
:- अल्प कालिन निविदा :-  
एन.आई.टी. क्रमांक/21/वि.नि.स./2024-25 कांकेर, दिनांक 28.06.2024

एकीकृत पंजीन नणाली अंतर्गत सखम श्रेणी में पंजीकृत ठेकेदारों से निम्नलिखित निर्माण हेतु सखम श्रेणी के ठेकेदारों के लिए निम्नानुसार श्रेणी अल निविदा आमंत्रित की जाती है:-

- निविदा प्रपत्र हेतु आवेदन प्राप्ति की अंतिम तिथि - 16/07/2024 (सां. 05.00 बजे तक) (रजिस्टर्ड डाक/स्पीड पोस्ट के माध्यम से)
- आवेदन परीक्षण पत्राचू मनी स्वीड कटाने की अंतिम तिथि - 18/07/2024 (सां. 05.00 बजे तक)
- निविदा प्रपत्र वितरण की तिथि - 19/07/2024 (प्रातः 11.00 बजे से)
- निविदा प्राप्ति की अंतिम तिथि - 26/07/2024 (सां. 05.00 बजे तक)
- निविदा खोले जाने की तिथि - 30/07/2024 (दोपहर 12.30 बजे से)

इस कार्य का विस्तृत निविदा कार्यालयन अधिप अंतर्गत कार्यालय में देख सकते हैं।

क्र.	NIT No.	कार्य का नाम	लागत (लाख में)	धरोहर राशि	टीप
1	21	ग्राम-केसेकोडी से इट्टा तक सडक निर्माण कार्य, लंबाई 3.00 कि.मी.	188.32 Lakhs	1,42,000/-	1 <sup>st</sup> Call

स्वाक्षरी/-  
कलेक्टर,  
G- 242500932/3  
जिला-उत्तर बस्तर कांकेर

**FORM G - REVISED / ADDENDUM 3 (Three)**  
**INVITATION FOR EXPRESSION OF INTEREST FOR 'RITE BUILTEC PRIVATE LIMITED'**  
OPERATING IN REAL ESTATE SECTOR AT MUMBAI, MAHARASHTRA  
(Under sub-regulation (1) of Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016)

**RELEVANT PARTICULARS**

1. Name of the corporate debtor along with PAN / CIN / LLP No.	RITE BUILTEC PRIVATE LIMITED U45100MH2004PTC162319
2. Address of the registered office (as per MCA records)	Plot No 2, Gumptha Darshan Hsg Soc, Dattapada Road, Asara Colony, CTS No 225, Diwan Compound, Borivali (East), Mumbai - 400066
3. URL of website	<a href="https://www.incorpstructuring.com/RBP.html">https://www.incorpstructuring.com/RBP.html</a>
4. Details of place where majority of fixed assets are located	Mumbai (Maharashtra) Further Details can be sought from the RP by sending an email on <a href="mailto:corp.ritebultec@gmail.com">corp.ritebultec@gmail.com</a>
5. Installed capacity of main products / services	Not Applicable
6. Quantity and value of main products / services sold in last financial year	Not Applicable
7. Number of employees / workmen	NIL
8. Further details including last available financial statements (with schedules) of two years, lists of creditors are available at URL:	The details can be sought by sending an email on <a href="mailto:corp.ritebultec@gmail.com">corp.ritebultec@gmail.com</a> and / or Virtual Data Room in accordance with the provisions of the Code and Regulations made thereunder.
9. Eligibility for resolution applicants under section 25(2)(h) of the Code is available at URL:	The detailed invitation for expression of interest which shall include the eligibility for resolution applicants under Sec 25(2)(h) of the Code can be sought by sending an email on <a href="mailto:corp.ritebultec@gmail.com">corp.ritebultec@gmail.com</a> and is available at <a href="https://www.incorpstructuring.com/RBP.html">https://www.incorpstructuring.com/RBP.html</a> July 25, 2024
10. Last date for receipt of expression of interest	July 28, 2024
11. Date of issue of provisional list of prospective resolution applicants	July 31, 2024
12. Last date for submission of objections to provisional list	August 4, 2024
13. Date of issue of final list of prospective resolution applicants	August 7, 2024
14. Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	September 6, 2024
15. Last date for submission of resolution plans	September 6, 2024
16. Process email id to submit EOI	<a href="mailto:corp.ritebultec@gmail.com">corp.ritebultec@gmail.com</a>

Amit Vijay Karia  
Resolution Professional of Rite Bultec Private Limited  
(Undergoing CIRP vide order dated August 25, 2023)  
Registration Number: IBBI/IPA-011/IPR-202600/2021-2022/13969  
AFA: AA1/13969/02/061224/106477 is valid till December 6, 2024  
Address & email id registered with IBBI:  
405, Hind Rajasthan Building, Dadasaheb Phalke Road, Gautam Nagar, Dastur (East), Mumbai - 400014 (Maharashtra) | [amitkaria@gmail.com](mailto:amitkaria@gmail.com)  
Process specific email id for correspondence: [corp.ritebultec@gmail.com](mailto:corp.ritebultec@gmail.com)  
Date: July 10, 2024  
Place: Mumbai

**Emkay GLOBAL FINANCIAL SERVICES LIMITED**  
CIN No.: L67120MH1995PLC084899

Registered Office: The Ruby, 7<sup>th</sup> Floor, Senapati Bapat Marg, Dadar (West), Mumbai - 400 028.  
Tel. No.: 022-66121212; Fax No.: 022-66121299  
Email: [secretarial@emkayglobal.com](mailto:secretarial@emkayglobal.com); Website: [www.emkayglobal.com](http://www.emkayglobal.com)

**NOTICE OF THE THIRTIETH ANNUAL GENERAL MEETING**

Notice is hereby given that the **Thirtieth (30<sup>th</sup>) Annual General Meeting** ("AGM") of the Members of Emkay Global Financial Services Limited (the "Company") will be held on **Thursday, August 8, 2024 at 4.30 p.m.** (IST) through Video Conference ("VC") / any Other Audio Visual Means ("OAVM") in compliance with the applicable provisions of the Companies Act, 2013 and General Circular No. 09/2023 dated 25<sup>th</sup> September, 2023 issued by the Ministry of Corporate Affairs ("MCA") read together with earlier Circulars issued by MCA in this regard (collectively referred to as "MCA Circulars") and Circular No. SEBI/HO/CFD/CFD-PoD-2/P/CIR/2023/167 dated 07<sup>th</sup> October, 2023 issued by the Securities and Exchange Board of India ("SEBI") read together with earlier Circulars issued by SEBI in this regard (collectively referred to as "SEBI Circulars"), to transact the businesses, as set out in the notice of the AGM which will be circulated for convening the AGM.

In accordance with the MCA Circulars and SEBI Regulations, the Notice convening the AGM along with the Annual Report for FY 2023-24 ("Annual Report") will be sent only through electronic mode to those Members whose email addresses are registered with the Depository Participants ("DPs") / Company/ Registrar and Transfer Agent viz. Link Intime India Private Limited ("RTA"). For the limited purpose of receiving the Notice and the Annual Report through electronic mode in case their email address is not registered with the DPs / Company / RTA, members may register their email id by writing to the company at [secretarial@emkayglobal.com](mailto:secretarial@emkayglobal.com)

Members who have not yet registered their e-mail addresses are requested to register the same with their DPs in case the shares are held by them in dematerialized form and with the Company / RTA in case the shares are held by them in physical form. Such members can cast their vote through remote e-voting or through the e-voting system during the meeting.

The Notice and the Annual Report will also be available on the website of the Company at <https://www.emkayglobal.com/> investor-relations, the website of the Stock Exchanges i.e. BSE Limited and National Stock Exchange of India Limited at [www.bseindia.com](http://www.bseindia.com) and [www.nseindia.com](http://www.nseindia.com) respectively. The Notice will also be available on the website of Central Depository Services (India) Limited at [www.evotingindia.com](http://www.evotingindia.com).

Members can attend and participate in the AGM only through VC/OAVM. The procedure and instructions for joining the AGM through VC/OAVM are stated in the Notice.

The detailed procedure and instructions for casting votes through remote e-voting or e-voting during the AGM for all Members (including the Members holding shares in physical form / whose email addresses are not registered with the DPs/ Company/RTA) are stated in the Notice.

Payment of dividend if declared at the AGM will be made through electronic mode to members who have registered their bank account details with the Company. Dividend warrants/cheque/ Demand Draft will be dispatched to the registered address of the Members whose bank account details are not available.

Members are requested to register / update their complete bank details with the Depository participant(s) with whom they maintain their demat account, if shares are held in dematerialised mode, by submitting necessary forms and documents as may be required by the Depository Participant(s).

The Members holding shares in physical Form are requested to submit particulars of Bank Account along with a cancelled cheque bearing the name of the Members and self-attested copy of their PAN Card and documents supporting their registered address to Link Intime India Pvt. Ltd., Company's RTA at C-101, 247 Park, LBS Marg, Vikhroli (W), Mumbai - 400 083 or at [helpdesk@linkintime.co.in](mailto:helpdesk@linkintime.co.in) before 1<sup>st</sup> August, 2024 to update their Bank Account details.

For Emkay Global Financial Services Limited

**B. M. Raul**  
Company Secretary & Compliance Officer

Date : 9<sup>th</sup> July, 2024  
Place : Mumbai

Table with 2 columns: Sr. No., Particulars. Contains financial details and company information for G.M. Breweries Limited.

Canara Bank Logo and details. Includes text: 'कॅनरा बँक Canara Bank', 'सिंडिकेट सिस्टम', and contact information.

Table with 4 columns: Sr. No., Particulars, राखीव विवरण, इतरा. Contains financial data for Vikruti Sancha.

VL E-Governance & IT Solutions Limited logo and details. Includes text: 'VL E-GOVERNANCE & IT SOLUTIONS LIMITED', 'Vakrangee Corporate House, Plot No.93, Road No.16, M.I.D.C. Marol, Andheri East, Mumbai'.

Table with 5 columns: Sr. No., Particulars, Quarter Ended (30-06-2024, 31-03-2024, 30-06-2023, 31-03-2024), Year Ended (30-06-2024, 31-03-2024). Contains financial data for Un-Audited Standalone Financial Results.

जाहीर नोटीस
सर्व संबंधितांना ह्या नोटीसीद्वारे कळविण्यात येते की, आमचे अंशिल १) श्री. श्यामलाल पी. विंद २) श्रीमती चंद्रकांता श्यामलाल विंद आणि १) श्री. बळवंत जी. सोनी २) श्रीमती मधु बळवंत सोनी ह्यांच्यामधील गाव बालानंद, बोरीवली, मालाड (पश्चिम), मुंबई येथील सि.टी.एस. नं. २०४, २०७, २११ वरील श्री. सिद्धी विनायक टॉवरमधील सदनिका क्र. २०२ क्षेत्र ५०३ स्के. फूट व ३०३ क्षेत्र ५०३ स्के. फूट बाबत झालेला दिनांक २०/०५/१९९९ रोजीचा नोंदणीकृत 'DEED OF EXCHANGE' हा मूळ दस्त गहाळ झाला आहे ज्याचा खूप शोध घेऊनही तो मूळ दस्त आमचे अंशिलांनी सापडून आलेला नाही. आमचे अंशिलांनी सदर गहाळ झालेल्या दस्ताबाबत संबंधित एडिस ब्युरोमुंबई पोलिस मालाड पोलीस ठाणे येथे दिनांक ०८/०९/२०२४ रोजी नोंद केली आहे. तरी सर्व संबंधितांना याद्वारे सूचित करण्यात येते की, वर नमूद मूळ दस्त कोणाही व्यक्तीचा सापडून आल्यास त्यांनी निमन्वाक्षरीकारांच्या १५/३०, ओल्ड एअर इंडिया हाऊसिंग कॉलनी, कलानी, सांताक्रुझ (पूर्व), मुंबई येथील पर्यावर कळवावे. तसेच सदर गहाळ झालेल्या दस्ताबाबत आमचे अंशिलांचे अपघोष कोणत्याही प्रकारे वापर करून कोणतेही दस्त वा तत्सम लिखाण करू नये, असे कोणतेही व्यवहार/लिखाण आमचे अंशिलांवर बंधनकारक असणार नाहीत ह्याची नोंद घ्यावी. दिनांक : ०९/०७/२०२४ सही/- अॅड. कुसुम ए. मिश्रा

सांख्यिकीय सूचना
आमच्या ह्याद्वारे सूचना देता येईल. आम्ही डॉ. चारुलता एस्. साहू (सदस्य) आणि डॉ. सुरेशकुमार साहू (जे मालक आहेत) अशांच्यामार्फत आपल्या बँकेची भरती करत आहोत जे आहे, बेअरिंग नंबर क्रमांक 1405, चॅरिटर्ड 722.91 MOFA पर्थेस (महाराष्ट्र), 67.16 चॅरिटर (मॅट्र) टावर T2 "CRESCENT BAY" म्हणून ओळखल्या जाणाऱ्या इमारतीच्या 14 व्या मजल्यावर जेवढा वाईट रोड, फ्लॉ, मुंबई 400012 वर LG1 लटरवेल LG1-027A आणि LG1-027B वर LG1 लटरवेल 655 (आम), 654,658 (आम), 659 (आम), 653 (आम), 440 (आम), 437 (आम), 440 (आम), 437 (आम), 780, 780, 780 आणि क्रमांक ५४२ (आम), ५४३(आम), ५४४(आम), ५४५ (आम), ५४६, ५४७, ५४८, ५४९ आणि ५४९ परळ - शिबडी किनासा, मुंबई आणि कॅन्डलवूड स्के. क्र. १२४, १२५, १२६(आम), १२७(आम), १२८(आम), १२९(आम), १३०(आम), १३१(आम), १३२(आम), १३३(आम), १३४(आम), १३५(आम), १३६(आम), १३७(आम), १३८(आम), १३९(आम), १४०(आम), १४१(आम), १४२(आम), १४३(आम), १४४(आम), १४५(आम), १४६(आम), १४७(आम), १४८(आम), १४९(आम), १५०(आम) इतर नात्यावर किनासा, मुंबई मधील नॅशनील जिन्वयातील आणि मुंबई शहर आणि मुंबई उपनगरातील उप-विभागात ह्या 'L&T Crescent Bay T-2 को-ऑप हार्टिंग सोल्यूशन्स लिमिटेड' द्वारे जारी केलेले 0721 ते 0730 (दोन्ही समावेसी) विविध क्रमांक असलेले प्रत्येकी. 50/- कचे भरलेले समभाण. आणि बेअरिंग नंबर सर्टिफिकेट क्रमांक ०२२.

Table with 5 columns: Sr. No., Particulars, Unaudited Quarter Ended, Audited Quarter Ended, Unaudited Quarter Ended, Audited Quarter Ended. Contains financial data for G.M. Breweries Limited.

PUBLIC NOTICE

Our Public Charitable Trust, United Church of Northern India Trust Association (UCNITA), Bearing Registration No. D-97 (MUM), also registered as company bearing Registration No. 2912 of 1938-1939 having its Registered Office at Omega Building, 19th August Kranti Marg, Nana Chowk, Mumbai-400007 is desirous to redevelop a piece of land admeasuring 3824.45 sq.mtr. having C. S. No. 675 Girmaung Division at Wilson Street on a "As is where is basis" in which Wilson High School building is situated. The said property has been encroached by 4 persons along with M/s Micky Hospitality which is running a Hospitality business in the Hall of the school along with 4 rooms and adjoining school ground. The United Church of Northern India Trust Association (UCNITA), a Trust, wants to develop this property on "As is where is basis" on the following Terms and Conditions :

- i. The Developer/Promoter shall construct and provide a fully furnished New School Building, with latest modern facilities and technology like smart rooms etc. which includes a well-furnished residence of the Headmistress along with well-furnished 3 (three) studio apartments for the school staff, as per the plan approved by UCNITA in consultation with John Wilson Education Society (JWES) which is the Manager and Beneficiary body of UCNITA Trust admeasuring 43,000 Built up sq.ft. free of cost.
ii. In addition to the School Building of 43,000 Built up sq.ft., the Developer/Promoter shall make a payment of Rs. 35.50 Crores to UCNITA.
iii. The School Building shall be completed within a period of 18 months after getting the sanctioning of the plan from the Mumbai Municipal Corporation.
iv. The Developer/Promoter shall be responsible to deal with encroachers/occupants.
v. The Developer/Promoter shall start the Commercial/ Residential Project in about the 1/3rd of the plot area/or after constructing the school building of 43,000 built up sq.ft. and leaving the school ground as per norms of the government, the balance land will be used as per the Sanctioned plan of Mumbai Municipal Corporation.
vi. The construction of Commercial/Residential project shall start only after handing over peaceful possession of the New School Building along with Part/Full Occupation Certificate to UCNITA.
vii. The Developer/Promoter shall also give an Interest Free Security Deposit of Rs. 3 Crores to UCNITA Trust at the time accepting the Tender which will be refunded or adjusted after the Completion of the Top Floor slab of Commercial/Residential building.
viii. The Developer/Promoter will construct the New School Building/School Premises as well as the Commercial/Residential project as per the DCPR 2034 as per sanctioned plan of Mumbai Municipal Corporation only. The Trust shall not be held liable if the Developer/Promoter digresses from the sanctioned plan and the norms/laws of the Mumbai Municipal Corporation.
ix. In case of refusal of permission by the Hon'ble Charity Commissioner, the amount of Interest Free Security Deposit will be returned without interest with no questions asked.
x. All expenses for stamp duty, registration fees, legal charges, zone conversion charges, RERA permissions, sanctioning of plans, any permission from statutory authorities, architects' fees, consultancy charges, construction/development charges and all or any other charges imposed by the Government or Semi Public, Local Authorities, State Government, Central Government, Department relating to the same shall be borne by the Developer/Promoter.
xi. All permission will be applied for by the Trust or its Authorized Trustee.
xii. Breach of any condition would result in forfeiture of 20% of the Interest Free Security Deposit of Rs. 3 Crores.
xiii. The Demand Draft of Rs. 3 crores given along with the sealed offer shall be returned within 15 working days of rejection.
xiv. Incomplete tenders/Late tenders/tenders not accompanied by requisite Demand Draft/tenders not in the form specified are liable to be rejected.
xv. Tenders with conditional offer will be treated as invalid.
xvi. Tender form can be obtained from the Registered Office of John Wilson Education Society, Society Office, Wilson College, Girmaung Chowpatty, Mumbai-400007 within a period of 10 working days from the publication of the Public Notice between 11:00 am to 1:00 pm from Dr. V. J. Sirwaiya (Hon. Treasurer and Trustee of UCNITA)
xvii. The cost of Tender form will be Rs. 25,000/- (non-refundable) per form which will be paid by Demand Draft in favour of UCNITA.
xviii. All offers along with the said Demand Draft of Rs. 3 Crores be sent to Dr. V. J. Sirwaiya (Hon. Treasurer and Trustee of UCNITA) at the registered office of John Wilson Education Society by Registered Post/Speed Post on or before 5.00 pm on 26th July, 2024, after which no offers will be accepted at all.
xix. Tender form will be opened at the registered office of John Wilson Education Society which is a Manager and Beneficiary of UCNITA as per the Trust Deed, within a period of 15 days after receiving the offers/bids.
xx. Interested persons and/or parties/builder/developers/promoters are invited to send their sealed offers along with a Demand Draft of Rs. 3 Crores in favour of "United Church of Northern India Trust Association" at the registered office of John Wilson Education Society, Society Office Wilson College, Girmaung Chowpatty, Mumbai-400007 (Beneficiary and Manager of Trust) to Dr. V. J. Sirwaiya (Hon. Treasurer and Trustee of UCNITA).
xxi. The committee of UCNITA (Trust) reserves the right to reject any offers without assigning any reasons whatsoever.
xxii. All the terms shall always be subject to the approval of the Hon'ble Charity Commissioner.
The above notice is being published as per the requirement of the Maharashtra Public Trust Act.

Format C-1 Declaration about criminal cases

(As per the judgment dated 25th September, 2018, of Hon'ble Supreme Court in WP (Civil) No. 536 of 2011 (Public Interest Foundation & Ors. Vs. Union of India & Anr.)

Name and address of candidate : Mr. Jayant Prabhakar Patil At-Post-Ambepur, Pejari, Taluka-Alibaug, District-Raigad.
Name of political party : Peasants & Workers Party of India-PWPI
Name of Election : Member of Legislative Council election from Maharashtra Legislative Assembly Constituency

Table with 4 columns: Sl. No., Pending criminal cases, Name of Court, Case No. and status, Section(s) of Acts concerned and brief description of offence(s). Contains details of criminal cases.

(B) Details about cases of conviction for criminal offences

Table with 4 columns: Sl. No., Name of Court & date(s) & order(s), Description of offence(s) & Punishment imposed, Maximum Punishment Imposed. Contains details of criminal convictions.

\*Name of Constituency : Election to Legislative Council by MLA

I, Mr. Jayant Prabhakar Patil candidate for the above mentioned election, declare for public information the following details about my criminal antecedents :

मे. लॉ फॉर्म ऑफ खोनास, भागीदार वकील व सॉलिसिटर इमेल आयडी- khonak@gmail.com

Table with 4 columns: अनु. क्र., कर्जदाराचे नांव (अ), गहाण मालमतेचा तपशील (ब), एनपीए दिनांक (क), धकित रक्कम (रु.) (ड). Contains details of loan defaults.

वर उल्लेख केलेल्या कर्जदारांनी कर्ज खात्याची आर्थिक शिस्त पाळलेली नाही आणि कंपनीने सर्वसामान्य व्यवहारात भरलेल्या हिशोब पत्रकांनुसार प्रत्येक कर्जदाराक वरिल 'ड' मध्ये दर्शिलेल्याप्रमाणे धकित रक्कम आहे.

कर्जदारांमध्ये कर्जदारांनी सातत्याने कुचराई केल्यामुळे कंपनीने कर्जदारांच्या कर्ज खात्यातील कर्ज रक्कम अनुपादादक मालमत्ता (संचम क मध्ये तारीख अनुसार) म्हणून प्रकटित प्रयत्नांसार वसूल केली आहे. परिणामी, वरील कायद्याच्या कालम 13(2) च्या प्रत्येक कर्जदाराला सूचित करित आहोत.

वरील परिस्थिती लक्षात घेऊन, कंपनी वर उल्लेख केलेल्या कर्जदारांना सूचित करित आहे की, त्याने/त्यांनी ही सूचना प्रसिद्ध झाल्यापासून 60 दिवसांच्या आत वर वरिल 'ड' मध्ये दर्शिलेल्या धकित रकमेसह आजपर्यंतचे व्याज, खर्च आणि शुल्क संपूर्ण भरावे, तसे न केल्यास वर वरिल 'ब' मध्ये उल्लेख केलेल्या गहाण मालमतेचा ताबा घेण्याचा कंपनीला अधिकार राहिल.

कृपया नोंद घ्या की सरकारी कायद्याच्या खंड 13 च्या उपखंड (8) च्या तरतुदी अन्वये "कर्जदार सिक्युरिटी क्रेडीटर यांची थकबाकीच्या सर्व किमती, शुल्क आणि खर्चासह सर्व रकमेचा ताबायल असेल त्या व्यक्तीचा वकील सचन, बाती, किमती आमंत्रित करणे, जाहीर निवेदी किंवा खासगी करार प्रकाशित होईपर्यंत भरणे करू शकतो. पुढे याचीही नोंद घ्यावी जर कर्जदार उपरोक्त लिखित वेळेत सिक्युरिटी अॅसेसमेंट परत करू शकता नाही तर कर्जदार मालमत्ता परत करण्यास पात्र नसेल."

सरकारी कायद्याच्या खंड 13 च्या उपखंड (13) च्या तरतुदीच्या वृद्धीने, आपण येथे विक्री, भाडेव्यवहार किंवा सूचनेत संदर्भित सुरक्षित मालमत्ता (त्याच्या व्यवसायाच्या सर्वसाधारण वर्ग व्यतिरिक्त) सुरक्षित लेनदार या पूर्वी लिखित समती शिवाय हस्तांतरित करण्यापासून प्रतिबंधित आहात.

कृते इंडियाबुक्स हाऊसिंग फायनान्स लि. प्राधिकृत अधिकारी

स्थळ : सातारा

Sd/- Mr. Jayant Prabhakar Patil