

CFM ASSET RECONSTRUCTION PRIVATE LIMITED

REGISTERED OFFICE: "Block no. A/1003, West Gate, Near YMCA Club, Sur No. 835/1+3, S. G. Highway, Makarba, Ahmedabad-380051 Gujarat"

CORPORATE OFFICE: 1ST FLOOR, WAKEFIELD HOUSE, SPOTT ROAD, BALLARD ESTATE, MUMBAI-400038

EMAIL: Saurabh.pal@cfmarc.in

Abhishek.joshi@cfmarc.in

CONTACT: 022-40055282



APPENDIX- IV-A

[See proviso to rule 8 (6)]

SALE NOTICE FOR SALE OF IMMOVABLE PROPERTY

Sale Notice for the sale of Immovable Assets under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with rule 8(6) of the Security Interest Enforcement Rules, 2002 ("SARFAESI Rules").

Notice is hereby given to the public in general and in particular to (1) Radius Sumer Developers Private Limited, (2) Sumer Buildcorp Private Limited, (3) Mr. Sanjay Rajkumar Chhabria acting through the interim resolution professional, Mr. Prakul Thadi, (4) Mr. Rahul Ramesh Shah, and (5) Ms. Vidhi Rahul Shah (collectively, "**Borrowers**") that the below described immovable properties ("**Secured Assets**") mortgaged in favour of CFM Asset Reconstruction Private Limited (acting in its capacity as a Trustee of CFMARC Trust -140) ("**Secured Creditor**"), the symbolic possession of which has been taken by the authorised officer of the Secured Creditor ("**Authorised Officer**") under the provisions of section 13(4) of the Securitization and Asset Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("**SARFAESI Act**") read with the SARFAESI Rules.

The Secured Assets will be sold on "As is where is", "As is what is", "Whatever there is", and "No recourse" basis on 01.04.2025 for recovery of the total outstanding dues of INR 1051,43,77,088 (Indian Rupees One Thousand and Fifty One Crores Forty Three Lakhs Seventy Seven Thousand and Eighty Eight Only) ("**Secured Debt**") as on 30 June 2024 (along with further interest, charges, levies, other costs and expenses, etc. at contractual rates) due and payable to the Secured Creditor by the Borrowers).

The sale of the Secured Assets will be through the "**Swiss Challenge Method**", based on an existing offer in hand ("**Anchor Bid**") made by an original offeror ("**Anchor Bidder**"), with a right to match the highest offer.

The reserve price of the Secured Assets and the earnest money deposit is given below:



DESCRIPTION OF SECURED ASSETS:	Sr. No.	Particulars of security	Area	Property to be Sold must be identified here.
	1.	Land Parcel	38,881.58 sq. mtrs. (46,502 sq. yards	<p>Below mentioned property of Sumer Buildcorp Private Limited (as the owner of the Land) ("Borrower") and Radius Sumer Developers Private Limited (as the developer of the Land) ("SBPL");</p> <p>(1) All that piece and parcel of land admeasuring 38,881.58 sq. mtrs. (46,502 sq. yards) or thereabouts, bearing Cadastral Survey No. 525 of Mazagaon situated at Reay Road and at Junction of Reay Road and Mathar Pakhadi Road, Mazagaon, in the Island and Registration Sub - District of Bombay (said "Land");</p> <p>(2) The units constructed or to be constructed thereon ("Units");</p> <p>(3) Development rights and present and future floor space index ("FSI") in respect of the Land and transferable development rights ("TDR") as and when purchased and loaded over the Land; and</p> <p>(4) Excluding the Excluded Component (as defined hereinafter) and the Other Area (as defined hereinafter)</p> <p>Bounded as follows:</p> <p>On or towards the East and South East: Partly by the Reay Road;</p> <p>On or towards the West: Partly by the properties formerly belonging to the executors of Sir Dinshaw M. Petit and to the Trustees of the Honourable Mr. Byramjee Jeejeebhoy Trust Settlement 1887, respectively and now belonging partly to Wamanrao Bhai and another, partly to Shivdas Champsey and another, partly to the Wallace Flour Mills Limited and partly to Liladhar Hariram and another and partly by the property previously known as Tank Bunder, and since known as the Mahomedan Burial Ground;</p> <p>On or towards the South East: By a public road called Matarpakdy Road;</p>



				<p>On or towards the North: By the property previously known as Tank Bunder, since known as the Mahomedan Burial Ground.</p> <p>TOGETHER WITH all buildings, erections, godowns and constructions of every description which are standing, erected or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the immovable properties and premises or any part thereof and all compounds, yards, areas, ways, paths, passage, concern gullies, trees, fences, hedges, ditches, ways, sewerages, drains, waters, water-courses, together with all its rights, liberties, privileges, easements, fixtures, advantages and appurtenances whatsoever to the immovable properties or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto AND together with the structure's / building/s standing thereon (present and future), constructed thereon (including the shop / offices / units / apartments / flats / rooms / premises / area) including without limitation all the proceeds and considerations due to the Borrower / SBPL, pursuant to the marketing of the shop / offices / unit / apartments / flats / rooms / area and TOGETHER WITH all rights under and in respect of all agreements, arrangements, contracts, documents, records, deeds, papers, writings, instruments by whatsoever name called, executed or which may be hereafter executed by the Borrower / SBPL with the purchaser / lessee / licensee or any other person in respect of the immovable properties AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the Borrower / SBPL into and upon the immovable properties and all the present and future structures / buildings constructed on the immovable properties including the flats / shop / offices / units / apartments / area / rooms thereon and also along with all the present and future transferable development rights (TDR) and floor space index (FSI) and all other rights and benefits accrued or accruing thereto in respect of the immovable properties.</p>
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				<p>Development Rights</p> <p>Include (i) all right, title, benefit, and interest (including under the development agreements of the Borrower in respect off in relation to/ under the Project / Immovable Property; (ii) all floor space index and other rights arising out offloaded over / in respect of the Project/Immovable Property; and (iii) the development and all other rights, title, benefits and interest of / accruing (including under the development agreements to the Borrower in respect of / in relation to under the Project / Immovable Property.</p>
SECURED DEBT:	The total outstanding dues against Loan of INR 1051,43,77,088 (Indian Rupees One Thousand and Fifty One Crores Forty Three Lakhs Seventy Seven Thousand and Eighty Eight Only) as on 30 June 2024 together with further interest, other costs, and expenses thereon due and payable till the final payment.			
ANCHOR BID OFFER:	INR 430,00,00,000 (Indian Rupees Four Hundred and Thirty Crores Only)			
INSPECTION:	Visit on request between the office hours from 11 am to 3 pm with one day prior intimation			
EARNEST MONEY DEPOSIT ("EMD"):	INR 10,00,00,000 (Indian Rupees Ten Crores Only)			
Minimum Markup of Rs.1 crore above the Anchor bid, the Biding starts from.	Minimum INR 431,00,00,000 (Indian Rupees Four Hundred and Thirty-One Crores Only)			
EMD deposit	Physical DD for the EMD Amount can be submitted to Mumbai office along-with KYC and bid form			
	EMD favoring	CFMARC Trust – 140		
	EMD amount	10,00,00,000 (Rupees Ten Crores Only)		
LAST DATE AND TIME FOR SUBMISSION OF EMD BY ALL BIDDERS:	31.03.2025 till 12 pm.			



LAST DATE AND TIME FOR BID SUBMISSION:	31.03.2025 till 1 pm.
CONTACT DETAILS OF AUTHORISED OFFICER:	Saurabh Pal; Phone:022-40055282; Email: Saurabh.pal@cfmarc.in ; Abhishek Joshi; Phone:022-40055282, Email: Abhishek.joshi@cfmarc.in
TIME, DATE, AND PLACE FOR PHYSICAL AUCTION	1 ST FLOOR, WAKEFIELD HOUSE, SPROTT ROAD, BALLARD ESTATE, MUMBAI-400038 Date: - 01.04.2025 - Time: 11 am - 12 pm

For detailed terms & conditions of the auction / sale of the Secured Assets, component/portion/units/part excluded from the Secured asset to be sold, please refer to the link provided in the Secured Creditor's website i.e. <https://www.cfmarc.in>.

Encumbrances if any: Not known

This notice of 30 (thirty) days is being given to the Borrowers in compliance with the SARFAESI Rules (including rule 9(1) of the SARFAESI Rules), informing them about holding of auction/sale of the aforementioned Secured Assets at the aforementioned date and time.

Date: 02.03.2025


Sd/-

Authorised Officer
CFM Asset Reconstruction Pvt. Ltd.



Acting as trustee of CFMARC Trust – 140

Mumbai

TENDER DOCUMENT CUM TERMS AND CONDITIONS OF SALE

- 1) The description of the secured asset with excluded component/portion/units/part from the secured asset is provided in the Annexure I.
- 2) The bidders must submit the bid form in a sealed envelope with the details like, (i) full name and particulars of the individual bidder/bidder company/bidder firm/bidder organization (ii) copy of PAN Card (iii) Active Mobile Number (iv) Email Address and (v) Proof of Address. The offers along with the relevant KYC documents and the EMD amount shall be put in an envelope which should be sealed and super scribed with “Offer from Mr/Ms/ M/s. _____ for purchase of the Secured Asset(s) / property having subject line “*Prospective Bidder - Radius Sumer Developers Private Limited - SARFAESI Sale of Secured Assets*” and the envelope be submitted during normal working hours in the in the office of the Authorised Officer at CFM Asset Reconstruction Pvt Lt, 1st floor, Wakefield House, Sprott Road, Ballard Estate, Mumbai-400038.
- 3) EMD to be submitted till 31.03.2025 till 12 pm. The Bid to be submitted till 31.03.2025 till 1 pm. Bids received after the due date & time will not be considered
- 4) Details to be filled in the Physical DD for the EMD Amount

EMD favoring	CFMARC Trust – 140
EMD amount	10,00,00,000 (Rupees Ten Crores Only)

- 5) The prospective bidder(s) should bid for the entire Secured Assets. Bid for a part of the Secured Assets or without the EMD shall be rejected.
- 6) The person deputed for inspection by the prospective offeror/ bidder should carry with him appropriate authorization on the letterhead of the organization he/she represents, failing which the inspection may be refused.
- 7) The secured creditor is not aware of any encumbrance on the said property
- 8) The prospective offerors/ Anchor Bidder should make their own enquiry about the same and satisfy themselves if there are any other encumbrances, reservations, acquisitions, charges, liens or defects affecting the title of the Secured Assets. The prospective offeror(s) / Anchor Bidder shall not be entitled to issue or raise any requisitions or objections to or upon the title. The prospective offeror(s) / Anchor Bidder should make enquiries about the utility of the Secured Assets put up for sale hereunder and no warranty or assurances of any kind are given by the Authorized Officer and/or the Secured Creditor. The prospective offeror(s)/ Anchor Bidder shall be deemed to have undertaken a due diligence of the Secured Assets and that the offerors are presumed to have taken independent legal or commercial advice before participating in the auction contemplated herein.
- 9) The Secured Creditor shall not be held responsible/liable for any charge, lien, encumbrances, in ascertaining the genuineness /marketability in the title, property tax or any other dues to the government or anybody in respect of secured assets.

- 10) The prospective bidders, may write to the Authorized Officer of the Secured Creditor, at Saurabh.pal@cfmarc.in; abhishek.joshi@cfmarc.in to obtain access of data room for undertaking due diligence in relation to the Secured Assets, attaching: (i) a duly executed and stamped confidentiality undertaking in the format as out in Annexure III (*Format of Confidentiality Undertaking*) hereunder (“Confidentiality Undertaking”) and (ii) a duly executed and stamped Section 29A undertaking in the format set out in Annexure IV (*Format of Section 29A Undertaking*) (“Section 29A Undertaking”). The email should have subject line: "*Prospective Bidder - Radius Sumer Developers Private Limited - SARFAESI Sale of Secured Assets*". Upon submission of the aforesaid documents, the prospective bidder shall be permitted to inspect and carry out the due diligence of the Secured Assets, including by way of a site visit, within such 11 am to 3 pm with one day prior intimation to the Authorised Officer. All costs and expenses incurred in connection with such site visit or due diligence shall be borne by the prospective bidder.
- 11) Offers not accompanied with the EMD amount, declaration by bidder / offeror (as provided under Annexure II hereunder), Confidentiality Undertakings and Section 29A Undertaking, shall be treated as invalid.
- 12) The Secured Assets shall be sold at a price not less than the Anchor bid offer mentioned hereinabove.
- 13) The entire procedure of conducting physical auction shall be at the exclusive discretion of the Authorized Officer and intending bidder shall have no right to object to the same.
- 14) The Secured Creditor is in receipt of the Anchor Offer from the Anchor Bidder for the purchase of the Secured Assets. Basis the Anchor Offer, prospective bidders/ offerors will be allowed to offer a higher bid during the physical auction, whereby the bid price submitted by such prospective bidders/ offerors shall be above the Reserve Price (as provided hereinabove). The Secured Assets will not be sold below the Anchor bid offer set by the Authorized Officer of the Secured Creditor. Any bid quoted below the Anchor bid offer shall be rejected. The bid amount can be improved by INR 1,00,00,000 (Indian Rupees One Crore only) per bid. The prospective bidders/ offerors shall be allowed to revise their bid(s) during bidding process, multiple times, with unlimited automated extensions of 5 (five) minutes each.
- 15) The last highest bid shall be considered as H1 bid (“H1 Bid”) and the highest bidder shall be considered as H1 bidder (“H1 Bidder”).
- 16) After conclusion of the physical auction process:
 - (a) The “Anchor Bidder” shall be informed of the H1 Bid and shall have right to match the same on the same day or not later than next working day of the Physical Auction after being informed by the authorised officer about the H1 Bid.
 - (b) In the event where the Anchor Bidder opts to match the H1 Bid, the Anchor Bidder shall provide a written confirmation to the Secured Creditor on the same day or no later than the next day of intimation by the Authorized Officer of the Secured Creditor, and accordingly the Anchor Bidder shall be treated as the successful bidder. However, where the Anchor Bidder does not opt to match the H1 Bid, the H1 Bidder shall be declared as the successful bidder (“Successful Bidder”) and the H1 Bid amount shall be the sale price for the Secured Assets (“Sale Consideration”).
 - (c) The EMD deposited by the prospective offeror(s) / Anchor Bidder (other than the Successful Bidder) shall be refunded within a period of 15 (fifteen) days from the date of Physical Auction. The

prospective offeror(s) / Anchor Bidder will not be entitled to claim any interest, if the refund of EMD is delayed beyond the said period for any reason whatsoever.

- (d) The Authorized Officer of the Secured Creditor shall inform the declaration of the Successful Bidder to the H1 Bidder / Anchor Bidder. The H1 Bidder / Anchor Bidder shall deposit 25% (inclusive of already deposited EMD amount) of the Sale Consideration on the same day or latest by next working day of the physical auction.
 - (e) If the H1 Bidder / Anchor Bidder fails to deposit 25% of the Sale Consideration within the time stipulated herein, the EMD deposited by the H1 Bidder / Anchor Bidder shall be forfeited.
 - (f) The Successful Bidder shall within 15 (fifteen) days or such other time period provided by the secured creditor at its discretion not exceeding 90 days from the date of physical auction and the confirmation of the sale of the Secured Assets pay the balance amount (75% of the Sale Consideration) to the Secured Creditor in the manner as instructed by the Authorized Officer of the Secured Creditor.
- 17) In the event of any default in payment of any of these amounts, or if the sale is not completed by reason of any default on the part of the Successful Bidder, the Secured Creditor in its absolute discretion, shall be entitled to forfeit all the moneys till then paid by the Successful Bidder and put up the assets in question for resale/disposal. Further, all costs, charges and expenses incurred by the Secured Creditor on account of such resale shall be borne by such defaulting Successful Bidder who shall also be bound to make good any deficiency arising on such resale, and he/she/they shall not be entitled to make any claim in the event of the assets realizing higher price on resale.
- 18) In the event of no bids are submitted in the physical auction process, the Anchor Bidder shall be declared as the successful bidder.
- 19) The highest and the latest bid on the auction shall supersede all the previous bids of the respective bidders/offerors. The bidder/offeror with the highest offer/ bid does not get any right to demand acceptance of his bid in case any stay order is received by the Secured Creditor.
- 20) The Successful Bidder shall deduct and deposit with the concerned department/statutory body Tax Deducted at Source (“TDS”), as applicable under section 194-IA of the Income Tax Act, 1961. Such TDS shall be considered as part of the Offer made by the Successful Bidder.
- 21) The stamp duty, registration charges, cess, sales tax, goods and service tax (if applicable), transfer charges, if any, and all other incidental costs, charges and expenses in connection with the sale of the aforesaid assets shall be borne by the Successful Bidder.
- 22) Transfer of the Secured Assets to the Successful Bidder shall be done by the Authorized Officer only upon payment of the Sale Consideration and other charges as per the terms contained herein.
- 23) As from the date of issuance of sale certificate, the purchaser shall hold the Secured Assets at his/her/their sole risk and cost as regards any loss or damage to the assets by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever and neither the Secured Creditor nor the Authorized Officer shall be liable for any such loss or damages.
- 24) The Secured Assets are offered for sale on “As is where is basis,” “As is what is basis,” and “Whatever there is basis,” and “No recourse basis.” Neither the Secured Creditor nor the Authorized Officer

undertake any responsibility to procure any permission/license etc. in respect of the Secured Assets offered for sale hereinabove. The Successful Bidder will have to bear all outstanding dues including but not limited to water/electricity/service charges, transfer fees, electricity dues, society dues, dues of the local municipal corporation /local authority dues, taxes including sales tax, goods and service tax or any other cess, duties, levies by whatever name it is called, if any, in respect of the Secured Assets.

- 25) The offerors are advised in their own interest to verify the Secured Assets as also the above and any other dues from the respective authorities to their satisfaction before submitting the offers.
- 26) The Successful Bidder shall be deemed to have purchased the Secured Assets after complete satisfaction of title thereto and inspection thereof shall not be entitled to make any requisition or raise any objection as to the title or condition of the Secured Assets or any part thereof.
- 27) The Successful Bidder shall, notwithstanding any discrepancy or variation in the names, quantities, survey numbers measurement, boundaries and abuttal as mentioned herein above or any public notice, accept the Secured Assets purchased by it/him/her.
- 28) The Successful Bidder shall purchase the Secured Assets in the same condition that the Secured Assets exist on the date of sale. The date of sale shall mean, the date when the Authorized Officer accepts the offer of the Successful Bidder. From and after the date of issuance of Sale Certificate by the Authorized Officer, the same shall be at the sole and entire risk and costs and account of the Successful Bidder as regards any risk, injury, loss or damage thereto or any part thereof from any cause whatsoever. The Successful Bidder shall not make any requisition for repairs or otherwise and the obligations of carrying out such repairs shall be solely that of the Successful Bidder.
- 29) Conditional offers will be treated as invalid. Likewise, correspondence about any change in the offers will not be entertained. Any offeror who wishes to give a fresh offer for the Secured Assets on or before the last date prescribed for submission of the offers contemplated herein, may file a fresh offer with appropriate EMD.
- 30) The Successful Bidder will be bound by the regulations of local authority and/or any other statutory authority and/or any other authority concerned, as applicable in regard to the use of the Secured Assets along with its super structure, plant and machinery thereon, if being part of the Secured Assets contemplated herein.
- 31) The Successful Bidder shall not be entitled to withdraw or cancel offer once submitted unless permitted by Authorized Officer. If the Successful Bidder withdraws or cancels the offer, the EMD shall be liable to be forfeited and will also be liable to pay the Authorized Officer, the loss or damage suffered consequent upon withdrawing or cancelling the offer. The assets in question will then be resold at the risk and consequences of the offeror.
- 32) On confirmation of sale by the Secured Creditor and if the terms of payment have been complied with, the Authorised Officer exercising the power of sale shall issue sale certificate for the Secured Assets in favour of the Successful Bidder in the form given in Appendix V of the provisions of the SARFAESI Act, 2002.

- 33) The sale certificate will be issued in the name of the Successful Bidder only and will not be issued in any other name(s).
- 34) The Authorized Officer is selling the Secured Assets pursuant to the powers derived from the SARFAESI Act. The Secured Assets comprised in and forming part of the sale is sold, subject to all defects, faults, imperfections and errors of description latent or otherwise. The Authorized Officer is not answerable for the correct description genuineness, veracity, authenticity of or any defects in the Secured Assets and does not warrant any condition whatsoever pertaining to the same.
- 35) The Authorized Officer reserves his right to reject any or all offer/s without assigning any reason and in case all the offers are rejected, either to hold negotiations with any of the offeror or sell the assets through private negotiations with any of the offerors or any other party/parties or invite fresh offers. the Secured Creditor's decision in this behalf shall be final & binding.
- 36) The intending bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same. No counter offer/ conditional offer/ conditions by the Bidder and/ or Successful Bidder will be entertained.
- 37) The Authorised Officer will be at liberty to suspend, amend, cancel and/or supplement the SARFAESI sale process of the Secured Assets or amend/modify/delete any of the above conditions at its sole discretions as may be deemed necessary or warranted in the light of the facts and circumstances of the case without giving any further notice to the bidders/tenderers and the tenderers/bidders shall be deemed to have accepted such revised terms and would accordingly be bound by them.
- 38) In case of any dispute regarding payment/ registration of the property/ Secured Assets or any other matter relating to this Physical Auction, the decision of Authorised officer of Secured Creditor will be final.
- 39) Disputes, if any, otherwise shall be within the jurisdiction of courts and tribunals in Mumbai only.
- 40) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under SARFAESI Act and the SARFAESI Rules thereunder.
- 41) The amount of Sale Consideration (as applicable) can be deposited directly to following bank account:

Account Holder	CFMARC Trust – 140
Account Number	002811010000166
Bank	Union Bank of India
Branch	Andheri Branch
IFSC	UBIN0800287

42) Other terms and conditions pertaining to physical auction:

- a) Auction/ bidding will be only physical bidding at the Mumbai office of the Secured Creditor.
- b) Prospective bidders / offerors are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
- c) No request/complaint of wrong bidding will be entertained for cancelling the sale and in such case, the EMD in full will be forfeited.
- d) Only upon verification of the bid form along with other supporting documents and confirmation of remittance of EMD, the bidder shall be permitted to bid for the secured asset.
- e) Prospective bidders / offerors should not disclose their information relating to the bidding to anyone and to safeguard its secrecy.
- f) All bids placed are legally valid bids and are to be considered as bids from the bidder/offeror himself. Once the bid is placed, the bidder/offeror cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited. The EMD submitted by the prospective bidder/offeror may also be forfeited in case of breach of any terms set out hereunder or submission of false, misleading, and/or incomplete information, statements, or representations by the prospective bidder/offeror.
- g) The bidder/offeror shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Secured Creditor. Hence bidder/s/offeror/s are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

Sd/-

Authorized Officer

BID DOCUMENT

In the matter of sale of the Secured Assets of from Radius Sumer Developers Private Limited, Sumer Buildcorp Private Limited, Mr. Sanjay Rajkumar Chhabria acting through the interim resolution professional, Mr. Prakul Thadi, Mr. Rahul Ramesh Shah and Mrs. Vidhi Rahul Shah.

PARTICULARS OF THE OFFEROR/BIDDER:

- 1) Name of the Offeror/Bidder: _____
- 2) Constitution of the Offeror/ Bidder: _____
- 3) Postal Address of the Offeror/Bidder: _____

- 4) Telephone Nos. (O) _____ (R) _____
(Mobile) _____ (E-Mail) _____
- 5) Document of proof of identity (tick whichever is being attached):
 - a. Driving License Number _____
 - b. PAN Card Number _____
 - c. Voter Identity Card Number _____
 - d. Passport Number _____
 - e. Certificate of Incorporation Number _____
 - f. Partnership Agreement details _____
- 6) EMD Remittance details
 - a. Date of remittance _____
 - b. Name of Bank _____
 - c. Branch Name _____
 - d. Bank Account No. _____
 - e. IFSC Code No. _____
 - f. UTR No. _____

OR

 - a. Date of Demand draft _____
 - b. Name of the Issuing Bank _____
- 7) Details of the Offer/Bid:

Price Offered: Rs. _____ (Amount in figures)

Rs. _____
_____ (Amount in words)

ANNEXURE I

Below mentioned property of Sumer Buildcorp Private Limited (as the owner of the Land) (“Borrower”) and Radius Sumer Developers Private Limited (as the developer of the Land) (“SBPL”):

- (1) All that piece and parcel of land admeasuring 38,881.58 sq. mtrs. (46,502 sq. yards) or thereabouts, bearing Cadastral Survey No. 525 of Mazagaon situated at Reay Road and at Junction of Reay Road and Mathar Pakhadi Road, Mazagaon, in the Island and Registration Sub - District of Bombay (said “Land”);
- (2) The units constructed or to be constructed thereon (“Units”);
- (3) Development rights and present and future floor space index (“FSI”) in respect of the Land and transferable development rights (“TDR”) as and when purchased and loaded over the Land; and
- (4) Excluding the Excluded Component (*as defined hereinafter*) and the Other Area (*as defined hereinafter*)

Bounded as follows:

On or towards the East and South East: Partly by the Reay Road;

On or towards the West: Partly by the properties formerly belonging to the executors of Sir Dinshaw M. Petit and to the Trustees of the Honourable Mr. Byramjee Jeejeebhoy Trust Settlement 1887, respectively and now belonging partly to Wamanrao Bhai and another, partly to Shivdas Champsey and another, partly to the Wallace Flour Mills Limited and partly to Liladhar Hariram and another and partly by the property previously known as Tank Bunder, and since known as the Mahomedan Burial Ground;

On or towards the South East: By a public road called Matarpakdy Road;

On or towards the North: By the property previously known as Tank Bunder, since known as the Mahomedan Burial Ground.

TOGETHER WITH all buildings, erections, godowns and constructions of every description which are standing, erected or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the immovable properties and premises or any part thereof and all compounds, yards, areas, ways, paths, passage, concern gullies, trees, fences, hedges, ditches, ways, sewerages, drains, waters, water-courses, together with all its rights, liberties, privileges, easements, fixtures, advantages and appurtenances whatsoever to the immovable properties or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto AND together with the structure's / building/s standing thereon (present and future), constructed thereon (including the shop / offices / units / apartments / flats / rooms / premises / area) including without limitation all the proceeds and considerations due to the Borrower / SBPL, pursuant to the marketing of the shop / offices / unit / apartments / flats / rooms / area and TOGETHER WITH all rights under and in respect of all agreements, arrangements, contracts, documents, records, deeds, papers, writings, instruments by whatsoever name called, executed or which may be hereafter executed by the Borrower / SBPL with the purchaser / lessee / licensee or any other person in respect of the immovable properties AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the Borrower / SBPL into and upon the immovable properties and all the present and future structures / buildings constructed on the immovable properties including the flats / shop / offices / units / apartments / area / rooms thereon and also along with all the present and future transferable development rights (TDR) and floor space index (FSI) and all other rights and benefits accrued or accruing thereto / in respect of the immovable properties.

Project

The Borrower's residential project at Mazagaon situated at Reay Road and at Junction of Reay Road and Mathar Pakhadi Road, Mazagaon, in the Island and Registration Sub District of Bombay with a minimum saleable area of c. 1.00 m sq.ft.

Development Rights

Include (i) all right, title, benefit, and interest (including under the development agreements of the Borrower in respect off in relation to/ under the Project / Immovable Property; (ii) all floor space index and other rights arising out offloaded over / in respect of the Project/Immovable Property; and (iii) the development and all other rights, title, benefits and interest of / accruing (including under the development agreements to the Borrower in respect of / in relation to under the Project / Immovable Property.

Excluding the following Component to the extent of:

- (1) Sumer Buildcorp Private Limited's component being 1,07,826 sq. ft. carpet area under/forming part of the Project. The receivables attached to this project are not forming part of this exclusion.
- (2) Mosque land i.e. land admeasuring 3000 sq. mtrs. alongwith FSI admeasuring 3476.36 sq. mtrs.
- (3) MHADA Component admeasuring 1293 sq. mtrs. in the rehab building.
- (4) Rehab Building for the tenants of Tambawala building admeasuring 3707.24 sq.mtrs.
- (5) Rehab Building for other tenants not forming part of Tambawala Building admeasuring 300.79 sq. mtrs.
- (6) Area generated from the said Land over and above saleable area of 20,00,000 (Twenty Lakhs) sq. ft. but not exceeding saleable area of 2,00,000 (Two Lakhs) sq. ft. mortgaged under the Debenture Trust Deed dated 10.07.2015 bearing Registration No. Mumbai-1/8106/2015 executed inter alia between IL&FS Trust Co. Limited, Vishwaroop Developers Pvt. Ltd. (now known as Radius Sumer Developers Private Limited), Nibodh Realty LLP and Suraksha Realty Limited.
- (7) Please also note that the Units for which the Lenders and/or the security trustee and/or the Secured Creditor may have issued specific and/or conditional no – objection certificates (“NOCs”) for the sale, transfer and/or disposal of the Secured Assets, and where the conditions of such NOCs have been duly fulfilled and satisfied in the manner prescribed under the respective NOCs, such Units can also be excluded.

A. The list of Units for which NOCs have been issued by Lenders/Security Trustee are set out below:

Tower	Complete Unit No.	RERA Total CA in Sq. Ft.	Name of the Purchaser
T1	HH-T1-1101	949	Mr. Hatim Muslim Fanuswala
T1	HH-T1-1301	949	Mr. Khozema Mohd. Husain Siawala
T1	HH-T1-1601	959	Mrs. Rashida Mohammed Modi
T1	HH-T1-1901	959	Abbas Bohra
T1	HH-T1-2001	959	Mr. Mohammed Inayat Bhopalwala

T1	HH-T1-2901	1088	Hakimuddin S Porbanderwala Porbanderwala
T1	HH-T1-3301	959	Aliasgar Esmail Patrawala & Tayebahi Esmail Patrawala
T1	HH-T1-3501	1088	Asgarali Porbanderwala
T1	HH-T1-3601	968	Juzer AkbarAli Ujjainwala
T1	HH-T1-3701	968	Mr. Ashok Shewakram Pritmani
T1	HH-T1-0702	1077	Mr. Husaini Ebrahim Semariwala
T1	HH-T1-0802	949	Mr. Yusufi Fakruddin Bangi
T1	HH-T1-1002	949	Mr. Shabbir Fakruddin Kanchwala
T1	HH-T1-1102	949	Mrs. Munira Muslim Fanuswala
T1	HH-T1-1402	949	Mr. Taiyebi Mohammed Ujjainwala
T1	HH-T1-1602	959	Mr Najmuddin Patwa
T1	HH-T1-1702	959	Mr. Mustufa Taherbhai Jawadwala
T1	HH-T1-1802	1088	Mr. Huzaiifa Najmuddin Kapasi
T1	HH-T1-2002	959	Mr. Mustafa Mohammed Bhopalwala
T1	HH-T1-2102	959	Mr. Moiz Ebrahim Lakdawala (2) Mustafa Ebrahim Lakdawala (3) Aliasgar Ebrahim Lakdawala
T1	HH-T1-2302	959	Husain Zariwala & Sakina Zariwala
T1	HH-T1-2802	959	Mr. Juzer Fazlehusain Cutlerywala
T1	HH-T1-2902	1088	Hakimuddin S Porbanderwala Porbanderwala
T1	HH-T1-3202	959	Mr. Husamuddin Ahmedali Ringwala
T1	HH-T1-3302	959	Shabbir Esmail Patrawala / Esmail Hamzabhai Patrawala / Durriya Esmail Patrawala
T1	HH-T1-3502	1088	Asgarali Porbanderwala
T1	HH-T1-3602	968	Juzer AkbarAli Ujjainwala
T1	HH-T1-3702	968	Mr. Ashok Shewakram Pritmani
T1	HH-T1-3802	968	Mr. Saifuddin Kurawadwala
T1	HH-T1-4002	968	Ms. Ummehani Khozema Chobawala

T1	HH-T1-4502	1097	1 -Mr. Gulzar Abbas Udaipurwala (2) - Abbas Akbarali Udaipurwala (3) Fatima Abbas Udaipurwala (4) Fatima Gulzar Udaipurwala
T1	HH-T1-4902	1097	Mr. Aliasgar S Talib
T1	HH-T1-0703	1268	Qureshali Habib & Salma Qureshali Habib
T1	HH-T1-1103	1268	Mr. Juzer Motiwala
T1	HH-T1-1203	1268	Mr. Mufaddal Qusay Kothari
T1	HH-T1-1303	1268	Mrs. Fatema Mohammad Gheewala
T1	HH-T1-1503	1268	Mrs. Zainab Ali Asgar Malak
T1	HH-T1-1603	1293	Tasneem Bootwala / Abbas Abdul Bootwala
T1	HH-T1-1803	1293	Nikhil Modi
T1	HH-T1-1903	1293	Mr. Shabbir Husain Inayat Husain Bhopalwala
T1	HH-T1-2003	1293	Tasneem Shakil Siddhiqui
T1	HH-T1-2103	1293	Alka Modi
T1	HH-T1-2203	1293	Mr. Taher Moiz Thanawala
T1	HH-T1-2403	1293	Jaffer Porbanderwala
T1	HH-T1-2503	1293	Tofiq Porbanderwala
T1	HH-T1-2603	1293	Dr Yoosuf A Haveliwala & s Alfia Y Haveliwala
T1	HH-T1-2703	1293	Mr. Saifuddin Mohmed Bhai Bharmal
T1	HH-T1-4203	1317	Mr. Raju Kumar Mukhi
T1	HH-T1-4403	1317	Mr. Raju Kumar Mukhi
T1	HH-T1-4803	1317	Mr. Mohammedi Saifuddin Presswala
T1	HH-T1-4903	1317	Ms. Ummesalma Huzefa Ghadiali
T1	HH-T1-0504	785	Sutarwala Samoon Fidahusain & Mr Hussain Saifuddin
T1	HH-T1-0604	785	Shirin Juzer & Mr Juzer Akbarali
T1	HH-T1-0704	857	Saiffee Furniturewala
T1	HH-T1-0904	785	Rashid Shaikh & Mrs Saira Shaikh
T1	HH-T1-1004	785	Saifuddin Partapgarwala

T1	HH-T1-1104	785	Lamia Ezzie
T1	HH-T1-1304	785	Mr. Shabbir Saifuddin Rangwala
T1	HH-T1-1404	785	Sayed Anwar Hussein
T1	HH-T1-1504	785	Mr Shabbir Abdeali Savai & Mrs Raziya Shabbir Savai
T1	HH-T1-1604	797	Abdul Husain Abdeali Savai (Jamali Masjid)
T1	HH-T1-1704	797	Shabbir Jawadwala
T1	HH-T1-1804	869	Masuma Banatwala
T1	HH-T1-1904	797	Burhanuddin Netterwala
T1	HH-T1-2004	797	Mustafa S Bhanpurwala
T1	HH-T1-2104	797	Firoz Enayatali Lanewala & Farida Firoz Lanewala
T1	HH-T1-2404	869	Aliasgar Saifuddin Rampurawala
T1	HH-T1-2504	797	Ali Asgar Dholfar
T1	HH-T1-2604	797	Moiz Vaswadawala & Mrs Anisa Moiz Vaswadawala
T1	HH-T1-2704	797	Mr Mohammed Hussain Sadigali Dungarpurwala & Mrs Bilkis Mohammed Hussain Dungarpurwala
T1	HH-T1-2904	869	Mohammed Siraj Adil Udaipurwala
T1	HH-T1-3904	804	Mr. Raju Kumar Mukhi
T1	HH-T1-4304	875	Mr. Hozefa Shabbir Sagwadawala
T1	HH-T1-0205	785	Arif Patel
T1	HH-T1-0605	785	Maleka Ali Asger & W/o Ali Asger Abdeali & Rehana Mohammed Hussain W/o Mohammed Hussain Thekawala
T1	HH-T1-0705	857	Sakina A Arsiwala & Zainab A Arsiwala & Ali Akber A Arsiwala
T1	HH-T1-0905	785	Ammr Ibrahim Bilaspurwala
T1	HH-T1-1305	785	Mr. Shabbir Rangwala
T1	HH-T1-1405	785	Sayed Anwar Hussein
T1	HH-T1-1505	785	Mohammadi Abdeali Savai & Mrs Nafisa Mohamedi Savai

T1	HH-T1-1605	797	Hasanali Haiderali Khandwala
T1	HH-T1-1705	797	Mohammadi Dahodwala
T1	HH-T1-1805	869	Mustafa Rangwala
T1	HH-T1-1905	797	yusuf Imran Tankiwala & Imran Abdulla Tankiwala & Fatema Imran Tankiwala
T1	HH-T1-2005	797	Moiz Fidaali Sunelwala
T1	HH-T1-2105	797	Firoz Enayatali Lanewala & Farida Firoz Lanewala
T1	HH-T1-2205	797	Idris Attarwala
T1	HH-T1-2405	869	Mustafa Fakruddin Basta & Tasnim Mustafa Basta
T1	HH-T1-2505	797	Iqbal Harnesswala & Akil Harnesswala
T1	HH-T1-2605	797	Shakeel Abdul Karim Sawant
T1	HH-T1-2905	869	Mrs Smita Patil
T1	HH-T1-4305	875	Mr. Asgarali Saifuddin Dudhbbhai
T1	HH-T1-4905	875	Mr. Muffaddal Dawood Ghadiali
T1	HH-T1-0606A	598	Mr. Faiyaz Saiffee Ratangiri
T1	HH-T1-0906A	598	Mr. Aliasgar Iqbal Neemuchwala
T1	HH-T1-1106	1268	Yousaf S/oAli Asger Abdeali
T1	HH-T1-1206	1268	Abdul Kadir S/o Juzer Abdeali
T1	HH-T1-1306	1268	Mr. Anup Khann
T1	HH-T1-1406	1268	Mr. Rohit Garodia
T1	HH-T1-1606	1293	Mr. Shabbir Abdulhusein Sehorewala
T1	HH-T1-1706	1293	Khözema Kalmuwawala & Zohair Kalmuwawala
T1	HH-T1-1806	1293	Zoher Kalmuwala
T1	HH-T1-1906	1293	Yusuf Dungarpurwala Ezzi / s Lamiya Yusaf Ezzi
T1	HH-T1-2006	1293	Abbas S/o Mohammed Hussain Thekwala
T1	HH-T1-2706	1293	Shaikh Tayebi Attarwala

T1	HH-T1-2806	1293	Mr. Aziz Taher Cutlerywala
T1	HH-T1-4906	1317	Mr. Mohammed Husain Ebrahim Dexter
T1	HH-T1-0406B	615	Ms. Sakina Zainy
T1	HH-T1-0506B	615	Mrs. Farida Yusuf Abbasi
T1	HH-T1-0606B	615	Mr. Saifuddin Abbas Chahalawala
T1	HH-T1-0706B	615	Mr. Shamun Shakir Nasir
T1	HH-T1-0906B	615	Mr. Adnan Huzefa Ghadiali
T1	HH-T1-2803	1293	Abdul Karim Adka
T3	HH-T3-0601	949	Mr. Abdul Kader
T3	HH-T3-0602	949	Mr. Abdul Kader
T3	HH-T3-0603A	614	Mr Kuresh Khambati
T3	HH-T3-0306B	615	Mrs Raziya Zuzer Kachwala & Zuzer Fakhrudin Kachwala
T3	HH-T3-0401	949	Mrs. Gulshan Murtuza Mandsaurwalla
T3	HH-T3-0701	949	Mr. Kuldip Singh Bhinder
T3	HH-T3-1001	1077	Naseem Siddhiqui
T3	HH-T3-1201	949	Justin Bharucha
T3	HH-T3-1401	949	Mr. Ashish Sadashivrao Khatade
T3	HH-T3-1501	949	Ms. Shabana Shafi Malim
T3	HH-T3-1701	959	Rashid Wahid Nuri Rep:-Azeem Abbas
T3	HH-T3-1801	959	Mrs. Shirin Mushtaque Surti
T3	HH-T3-2101	959	Sanjay Podar
T3	HH-T3-2201	1088	N.P.Buxani
T3	HH-T3-2601	959	Mr. Aliakbar Yusuf Zojwala
T3	HH-T3-2801	1088	Mr. Moiz Hasan Zojwala
T3	HH-T3-3101	959	Mr. Idris Shahpurwalla
T3	HH-T3-3301	959	Mr. Karan Singh Panwar
T3	HH-T3-3401	1088	Rina M Buxani & Murli N Buxani & Rohit M Buxani

T3	HH-T3-3601	968	Humaid Bin Nasser Al-Owais For Correspondence:- Hani Ahmed Farid.
T3	HH-T3-4201	1097	Mrs. Hashmat Begam Ishaq Parkar
T3	HH-T3-4701	1097	Mr. Najmul Hasan Rizvi
T3	HH-T3-0402	949	Mr. Navid Usman Khan
T3	HH-T3-0702	949	Mr. Mohsin Abdulla Junagadhwalla / Abizer junagadhwala & Rashida
T3	HH-T3-0802	949	Mr. Irfan Abdulquadir Kazi
T3	HH-T3-1202	949	Justin Bharucha
T3	HH-T3-1302	949	Mr. Vikar Ahmed Saifi
T3	HH-T3-1502	949	Mr. Sanjay Ranjit Tatkare
T3	HH-T3-1602	1088	Mr. Asim Zahir Khot
T3	HH-T3-1702	959	Rashid Wahid Nuri Rep :-Azeem Abbas
T3	HH-T3-1802	959	Mrs. Shirin Mushtaque Surti
T3	HH-T3-2102	959	Sanjay Podar
T3	HH-T3-2202	1088	N.P.Buxani
T3	HH-T3-2502	959	Mr. Jamal Ahmed Siddiqui
T3	HH-T3-2602	959	Mr. Bilal Naseemahmed Siddiqui
T3	HH-T3-3002	959	Mr. Sagir Abdul Latif Khan
T3	HH-T3-3102	959	Mr. Idris Shahpurwalla
T3	HH-T3-3302	959	Mrs. Farook Abbas Mohiddin Shaikh
T3	HH-T3-3402	1088	Rina M Buxani & Murli N Buxani & Rohit M Buxani
T3	HH-T3-3602	968	Humaid Bin Nasser Al-Owais For Correspondence:- Hani Ahmed Farid.
T3	HH-T3-4202	1097	Ms. Asma Ishaq Parkar
T3	HH-T3-1003	1268	Mrs. Kaneez Fatima Parvez Ahmed Shaikh
T3	HH-T3-2803	1293	Mr Kamruddin Topiwala
T3	HH-T3-0203A	614	Mr. Murtaza Abdealy Chhatriwala

T3	HH-T3-0403A	614	Mr. Jamaluddin Kadir Thakur
T3	HH-T3-0503A	614	Mrs. Jumana Altaf Jariwala
T3	HH-T3-0703A	614	Mr. Mustafa Ali Husain
T3	HH-T3-0903A	614	Ms. Asma Ishaq Parkar
T3	HH-T3-0703B	598	Mr. Nashit Mohamed Umer Khalifa
T3	HH-T3-0903B	598	Ms. Sumayya Ishaq Parkar
T3	HH-T3-0404	785	Mr. Nooman Mohamad Siddiq Naik
T3	HH-T3-0704	785	Ryan Bharucha
T3	HH-T3-1004	857	Kothari Rajesh
T3	HH-T3-1104	785	Mr. Adil Iqbal Tezabwala
T3	HH-T3-1304	785	Mansoor Mustansir Kadwawala & Arwa Mansoor Kadwawala
T3	HH-T3-1504	785	Nasreen Hashimali Hyder & Mr Alamdar Hashimali Hyder
T3	HH-T3-1604	869	Mr. Murtuza Mohammed Hussain Patanwala
T3	HH-T3-1704	797	Mr. Anwar Hussein Mehmood Sayed
T3	HH-T3-1804	797	Mrs Nirmala Jain
T3	HH-T3-2104	797	Anu Mangalani
T3	HH-T3-2204	869	Mrs Prakash Bafna
T3	HH-T3-2504	797	Mr. Mustafa Akberali Bhinderwala
T3	HH-T3-2604	797	Mustafa Nakhawa
T3	HH-T3-2804	869	Nadeem Abdul Kader / Nazneen Abdul Kader (Nayab Enterprise)
T3	HH-T3-3104	797	Mrs Manju Lodha
T3	HH-T3-3304	797	Malav Shah / Binoy Shah
T3	HH-T3-3404	869	Mr Champalal jain
T3	HH-T3-3604	804	Mrs Prakash Bafna
T3	HH-T3-4703	1317	Vijay Shankarlal Gupta
T3	HH-T3-4104	875	Sattar Abdul jouley
T3	HH-T3-0205	785	Mr. Shabbir Yusuf Ghasia

T3	HH-T3-0705	785	1 - Mr. Mustanshir Huzefa Bootwala 2 - Mariya Bootwala 3 - Huzefa Abbasbhai Bootwala 4 - Mrs Duraiya Huzefa Bootwala
T3	HH-T3-0805	785	Mrs. Mariya Murtuza Musani
T3	HH-T3-1005	857	Ajit K Sanghavi
T3	HH-T3-1205	785	Mihir Mehta
T3	HH-T3-1305	785	Mr Ashok Mehta
T3	HH-T3-1405	785	Salim Janmohammed Memon / Tasneem Salim Memon
T3	HH-T3-1605	869	Mrs. Mariam Mufaddal Electricwala
T3	HH-T3-1705	797	Mr. Anwar Hussein Mehmood Sayed
T3	HH-T3-1805	797	Tarun Shetty
T3	HH-T3-2205	869	Mrs Prakash Bafna
T3	HH-T3-2605	797	Mr Praveen Modi
T3	HH-T3-2805	869	Nadeem Abdul Kader / Nazneen Abdul Kader (Nayab Enterprise)
T3	HH-T3-3005	797	Vistasp Kharas
T3	HH-T3-3105	797	Mrs Manju Lodha
T3	HH-T3-3305	797	Jay Shah
T3	HH-T3-3505	797	Mrs Anjana D Jain
T3	HH-T3-3605	804	Mrs Prakash Bafna
T3	HH-T3-4005	875	Smt Bharti Rajesh Jogani
T3	HH-T3-4105	875	Mrs Anjana Jain
T3	HH-T3-1006	1268	Lalit Agarwal / Manish Agarwal / Rajnish Agarwal
T3	HH-T3-1106	1268	Lalit Agarwal / Manish Agarwal / Rajnish Agarwal
T3	HH-T3-1206	1268	Mrs. Zulekha Irfan Tinwala
T3	HH-T3-1306	1268	Manish Mandhana
T3	HH-T3-1406	1268	Firoz Lakhani
T3	HH-T3-1506	1268	Purshottam Mandhana
T3	HH-T3-1606	1293	Masuma Afzal Hussein Hirji
T3	HH-T3-1706	1293	Shri Arjun Jain

T3	HH-T3-1806	1293	Mr. Ovez Mushtaque Surti
T3	HH-T3-2106	1293	Lalit Agarwal // Manish Agarwal / Rajnish Agarwal
T3	HH-T3-2206	1293	Mihir Thakker
T3	HH-T3-2506	1293	Shabnam Patel
T3	HH-T3-2606	1293	Yashwant Jhaveri / Manzar Ahsan Abu Shaikh
T3	HH-T3-2806	1293	Mrs. Zulekha Irfan Tinwala
T3	HH-T3-2906	1293	Mr. Mehmood Ibrahim Dhorajiwala
T3	HH-T3-3006	1293	Anjum Isaque Bagwan
T3	HH-T3-3106	1293	Kamal Kherra
T3	HH-T3-3306	1293	V.Kori
T3	HH-T3-3506	1293	Rehan Anwar Dhorajiwala & Fahmida Anwar Hussain Dhorajiwala
T3	HH-T3-3606	1317	Sharif Anwar Dhorajiwala & Fahmida Anwar Hussain Dhorajiwala
T3	HH-T3-4006	1317	Bharati Rajesh Jogani
T3	HH-T3-4106	1317	Mrs Sangita Jain
T3	HH-T3-4206	1317	Mrs Sangita Jain
T3	HH-T3-4306	1317	Mrs Prakash Bafna
T3	HH-T3-4406	1317	Mrs Anjana Jain
T3	HH-T3-4706	1317	Isaque Ibrahim Bagwan
T3	HH-T3-0506A	598	Mr. Tauqeer Mohd. Saeed Phoplunkar
T3	HH-T3-0806A	598	Mrs. Hashmat Begam Ishaq Parkar
T3	HH-T3-0106B	615	Ms. Fatema Murtuza Dilawer
T3	HH-T3-0206B	615	Mr. Mohammed Naufil Shaikh
T3	HH-T3-0406B	615	Mr. Akberi Habib Patanwala
T3	HH-T3-0506B	615	Mr. Huzaifa Patanwala
T3	HH-T3-0706B	615	Mrs. Shirin Mustaque Surti
T3	HH-T3-0806B	615	Ms. Sumayya Ishaq Parkar
T3	HH-T3-0906B	615	Mrs. Munira Shabbir Patanwala
T4	HH-T4-1801	1088	Mr. Mahesh Yeshwant Parte

T4	HH-T4-1901	959	Mr. Iyengar Srikanth Raghavan Srinivasan
T4	HH-T4-2101	959	Ms. Rozina Zulfiqar Sayani
T4	HH-T4-2201	959	Mr. Suresh Guduru
T4	HH-T4-2601	959	Mr. Venkata Ramacahndra Raju Mandapati
T4	HH-T4-2701	959	Mr. Rohith Shetty
T4	HH-T4-2801	959	Mr. Kambamgudi Sankaranarayanan Vaidyanath
T4	HH-T4-3001	959	Mr. Sirish Modi
T4	HH-T4-3101	959	Mr. Ganesh Babu Subburam
T4	HH-T4-3201	959	Mr. Chana Balwinder Singh
T4	HH-T4-3301	959	Mr. Rohit Kumar Singh
T4	HH-T4-3401	959	Mr. Prasad Yashwantrao Mokashi
T4	HH-T4-3601	968	Mr. Srinivasan Venkatesh
T4	HH-T4-3701	968	Mr. Martin Viyagula Nathan
T4	HH-T4-3801	968	Mr. Bhoja Raju Chitralwar
T4	HH-T4-4001	968	Mr. Kiran Kumar Deverla
T4	HH-T4-4101	1097	Mr. Mandar Malpure
T4	HH-T4-4301	1097	Mr. Abdul Rehman Moodambil
T4	HH-T4-4501	1097	Mr. Nirvan Sunderam
T4	HH-T4-1402	949	Mr. Nikhil Shah
T4	HH-T4-1702	959	Mr. Rajarshi Samuel Rao Betha
T4	HH-T4-1802	1088	Mr. Amol Vidyadhar Lotke
T4	HH-T4-1902	959	Mr. Anil Kumar Bangalore
T4	HH-T4-2102	959	Ms. Rozina Zulfiqar Sayani
T4	HH-T4-2202	959	Mr. Ramanarasimham Gudimetla
T4	HH-T4-2302	959	Mr. Rajendra Mohite
T4	HH-T4-2502	959	Mr. Bhuvaneswaram Kesavan
T4	HH-T4-2702	959	Mr. Kailash K N
T4	HH-T4-2802	959	Mr. Ranganathan Raja Gopalan

T4	HH-T4-3002	959	Mr. Satish Kumar Duraisamy
T4	HH-T4-3102	959	Mr. Pushkar Vishwambhar Deshmukh
T4	HH-T4-3302	959	Mr. Aditya Pratap Singh
T4	HH-T4-3402	959	Mr. Parthasarathy Srinivasa Commandur
T4	HH-T4-3602	968	Mr. Ramakrishna Krishnamoorthy
T4	HH-T4-3702	968	Mr. Srikanth Kongara
T4	HH-T4-3802	968	Mr. Gopinathan Praveen Kumar
T4	HH-T4-4102	1097	Mr. Naresh Suresh Pai
T4	HH-T4-3604	804	Mr. Snehal Kumar Himmatlal Boghani
T4	HH-T4-3605	804	Mr. Rajivkumar Babulal Patel
T4	HH-T4-3705	804	Mr. Sagar Vithalbhai Patel
T4	HH-T4-3905	804	Mr. Karan Singh Panwar
T4	HH-T4-3706	1317	Mr. Shah Nikhil Pravin
T4	HH-T4-3806	1317	Mr. Kajare Sumit
T3	HH-T3-1102	949	MUBARAKALI MOHIDDIN SHAIKH YASMIN MUBARAK
T1	HH-T1-0306B	615	BURHANUDDIN ABBAS POONAWALA ABBAS MOHAMED HUSAIN POONAWALA
T3	HH-T3-3001	959	Haresh Vishindas Mandhayan
T1	HH-T1-4703	1293	Mr. Murtuza Abdul Qadir Diwan & Mrs. Mariyam Abdul Qadir Diwan

B. All rights, titles and interests of the issuer in the following Units together constituting 52540 square feet of Saleable Area:

- i. Unit Nos 301, 302, 303A, 303B, 304, 305, 306A and 306B on 3rd Floor;
- ii. Unit Nos 601, 602, 603A, 6033, 604, 605, 606A and 6068 on 6th Floor;
- iii. Unit Nos 901, 902, 903, 904, 905 and 906 on 9th Floor;
- iv. Unit No 1103 on 11th Floor;
- v. Unit No 1203 admeasuring on 12th Floor;
- vi. Unit Nos 1901, 1902, 1903, 1904, 1905 and 1906 on 19th Floor; and
- vii. Unit Nos 2001, 2002, 2003, 2004, 2005 and 2006 on 20th Floor.

C. The list of Units for which NOCs have been issued by CFMARC are set out below:

Tower	Complete Unit No.	RERA Total CA in Sq. Ft.	Name of the Purchaser
T1	HH-T1-0802	949	Mr. Yusufi Fakruddin Bangi
T1	HH-T1-3202	959	Mr. Husamuddin Ahmedali Ringwala
T1	HH-T1-4502	1097	(1) -Mr. Gulzar Abbas Udaipurwala (2) - Abbas Akbarali Udaipurwala (3) Fatima Abbas Udaipurwala (4) Fatima Gulzar Udaipurwala
T1	HH-T1-1303	1268	Mrs. Fatema Mohammad Gheewala
T1	HH-T1-1503	1268	Mrs. Zainab Ali Asgar Malak
T1	HH-T1-0606A	598	Mr. Faiyaz Saifce Ratangiri
T1	HH-T1-0506B	615	Mrs. Farida Yusuf Abbasi
T3	HH-T3-0701	949	Mr. Kuldip Singh Bhinder
T3	HH-T3-1302	949	Mr. Vikar Ahmed Saifi
T3	HH-T3-2803	1293	Mr Kamruddin Topiwala
T3	HH-T3-1704	797	Mr. Anwar Hussein Mehmood Sayed
T3	HH-T3-1705	797	Mr. Anwar Hussein Mehmood Sayed
T1	HH-T1-1101	949	Mr. Hatim Muslim Fanuswala
T1	HH-T1-1301	949	Mr. Khozema Mohd. Husain Siawala
T1	HH-T1-1601	959	Mrs. Rashida Mohammed Modi
T1	HH-T1-1901	959	Abbas Bohra
T1	HH-T1-2001	959	Mr. Mohammed Inayat Bhopalwala
T1	HH-T1-2901	1088	Hakimuddin S Porbanderwala
T1	HH-T1-3301	959	Aliasgar Esmail Patrawala & Tayebahi Esmail Patrawala
T1	HH-T1-3501	1088	Asgarali Porbanderwala
T1	HH-T1-3601	968	Juzer AkbarAli Ujjainwala

T1	HH-T1-1102	949	Mrs. Munira Muslim Fanuswala
T1	HH-T1-1602	959	Mr Najmuddin Patwa
T1	HH-T1-1802	1088	Mr. Huzaifa Najmuddin Kapasi
T1	HH-T1-2002	959	Mr. Mustafa Mohammed Bhopalwala
T1	HH-T1-2102	959	Mr. Moiz Ebrahim Lakdawala (2) Mustafa Ebrahim Lakdawala (3) Aliasgar Ebrahim Lakdawala
T1	HH-T1-2302	959	Husain Zariwala & Sakina Zariwala
T1	HH-T1-2802	959	Mr. Juzer Fazlehusain Cutlerywala
T1	HH-T1-2902	1088	Hakimuddin S Porbanderwala
T1	HH-T1-3302	959	Shabbir Esmail Patrawala / Esmail Hamzabhai Patrawala / Durriya Esmail Patrawala
T1	HH-T1-3502	1088	Asgarali Porbanderwala
T1	HH-T1-3602	968	Juzer AkbarAli Ujjainwala
T1	HH-T1-4002	968	Ms. Ummehani Khozema Chobawala
T1	HH-T1-4902	1097	Mr. Aliasgar S Talib
T1	HH-T1-0703	1268	Qureshali Habib & Salma Qureshali Habib
T1	HH-T1-1103	1268	Mr. Juzer Motiwala
T1	HH-T1-1603	1293	Tasneem Bootwala / Abbas Abdul Bootwala
T1	HH-T1-1903	1293	Mr. Shabbir Husain Inayat Husain Bhopalwala
T1	HH-T1-2403	1293	Jaffer Porbanderwala
T1	HH-T1-2503	1293	Tofiq Porbanderwala
T1	HH-T1-2703	1293	Mr. Saifuddin Mohmed Bhai Bharmal
T1	HH-T1-4803	1317	Mr. Mohammedi Saifuddin Presswala
T1	HH-T1-0604	785	Shirin Juzer & Mr Juzer Akbarali
T1	HH-T1-0704	857	Saiffee Furniturewala
T1	HH-T1-1304	785	Mr. Shabbir Saifuddin Rangwala
T1	HH-T1-1404	785	Sayed Anwar Hussein
T1	HH-T1-1504	785	Mr Shabbir Abdeali Savai & Mrs Raziya Shabbir Savai
T1	HH-T1-1804	869	Masuma Banatwala
T1	HH-T1-1904	797	Burhanuddin Netterwala
T1	HH-T1-2004	797	Mustafa S Bhanpurwala

T1	HH-T1-2904	869	Mohammed Siraj Adil Udaipurwala
T1	HH-T1-0605	785	Maleka Ali Asger & W/o Ali Asger Abdeali & Rehana Mohammed Hussain W/o Mohammed Hussain Thekawala
T1	HH-T1-1305	785	Mr. Shabbir Rangwala
T1	HH-T1-1405	785	Sayed Anwar Hussein
T1	HH-T1-1505	785	Mohammadi Abdeali Savai & Mrs Nafisa Mohamedi Savai
T1	HH-T1-2005	797	Moiz Fidaali Sunelwala
T1	HH-T1-0906A	598	Mr. Aliasgar Iqbal Neemuchwala
T1	HH-T1-1606	1293	Mr. Shabbir Abdulhusein Schorewala
T1	HH-T1-1706	1293	Khozema Kalmuwawala & Zohair Kalmuwawala
T1	HH-T1-1806	1293	Zoher Kalmuwala
T1	HH-T1-1906	1293	Yusuf Dungarpurwala Ezzi / s Lamiya Yusaf Ezzi
T1	HH-T1-2806	1293	Mr. Aziz Taher Cutlerywala
T1	HH-T1-0406B	615	Ms. Sakina Zainy
T1	HH-T1-0706B	615	Mr. Shamun Shakir Nasir
T3	HH-T3-0603A	614	Mr Kuresh Khambati
T3	HH-T3-1001	1077	Naseem Siddhiqui
T3	HH-T3-1801	959	Mrs. Shirin Mushtaque Surti
T3	HH-T3-2601	959	Mr. Aliakbar Yusuf Zojwalla
T3	HH-T3-2801	1088	Mr. Moiz Hasan Zojwala
T3	HH-T3-4201	1097	Mrs. Hashmat Begam Ishaq Parkar
T3	HH-T3-4701	1097	Mr. Najmul Hasan Rizvi
T3	HH-T3-0702	949	Mr. Mohsin Abdulla Junagadhwala / Abizer junagadhwala & Rashida
T3	HH-T3-1602	1088	Mr. Asim Zahir Khot
T3	HH-T3-1802	959	Mrs. Shirin Mushtaque Surti
T3	HH-T3-2502	959	Mr. Jamal Ahmed Siddiqui
T3	HH-T3-2602	959	Mr. Bilal Naseemahmed Siddiqui
T3	HH-T3-4202	1097	Ms. Asma Ishaq Parkar
T3	HH-T3-0203A	614	Mr. Murtaza Abdealy Chhatriwala
T3	HH-T3-0903A	614	Ms. Asma Ishaq Parkar

T3	HH-T3-0903B	598	Ms. Sumayya Ishaq Parkar
T3	HH-T3-1304	785	Mansoor Mustansir Kadwawala & Arwa Mansoor Kadwawala
T3	HH-T3-1504	785	Nasreen Hashimali Hyder & Mr Alamdar Hashimali Hyder
T3	HH-T3-1604	869	Mr. Murtuza Mohammed Hussain Patanwala
T3	HH-T3-0205	785	Mr. Shabbir Yusuf Ghasia
T3	HH-T3-0705	785	1 - Mr. Mustanshir Huzefa Bootwala 2 - Mariya Bootwala 3 - Huzefa Abbasbhai Bootwala 4 - Mrs Duraiya Huzefa Bootwala
T3	HH-T3-0805	785	Mrs. Mariya Murtuza Musani
T3	HH-T3-1205	785	Mihir Mehta
T3	HH-T3-1605	869	Mrs. Mariam Mufaddal Electricwala
T3	HH-T3-1406	1268	Firoz Lakhani
T3	HH-T3-1806	1293	Mr. Ovez Mushtaque Surti
T3	HH-T3-3006	1293	Anjum Isaque Bagwan
T3	HH-T3-4706	1317	Isaque Ibrahim Bagwan
T3	HH-T3-0806A	598	Mrs. Hashmat Begam Ishaq Parkar
T3	HH-T3-0106B	615	Ms. Fatema Murtuza Dilawer
T3	HH-T3-0406B	615	Mr. Akberi Habib Patanwala
T3	HH-T3-0506B	615	Mr. Huzaifa Patanwala
T3	HH-T3-0706B	615	Mrs. Shirin Mustaque Surti
T3	HH-T3-0806B	615	Ms. Sumayya Ishaq Parkar
T3	HH-T3-4703	1317	Vijay Shankarlal Gupta & Ajay Shankarlal Gupta
T1	HH-T1-1106	1268	Yousaf S/oAli Asger Abdeali
T1	HH-T1-1206	1268	Abdul Kadir S/o Juzer Abdeali
T3	HH-T3-2604	797	Mustafa Nakhawa
T1	HH-T1-1104	785	Lamia Ezzie
T1	HH-T1-2405	869	Mustafa Fakruddin Basta & Tasnim Mustafa Basta
T3	HH-T3-2606	1293	Yashwant Jhaveri / Manzar Ahsan Abu Shaikh
T3	HH-T3-0503A	614	Mrs. Jumana Altaf Jariwala
T3	HH-T3-0206B	615	Mr. Mohammed Naufil Shaikh

T3	HH-T3-0403A	614	Mr. Jamaluddin Kadir Thakur
T3	HH-T3-0402	949	Mr. Navid Usman Khan
T1	HH-T1-1604	797	Abdul Husain Abdeali Savai (Jamali Masjid)
T3	HH-T3-0306B	615	Mrs Raziya Zuzer Kachwala & Zujer Fakhruddin Kachwala
T3	HH-T3-1102	949	MUBARAKALI MOHIDDIN SHAIKH YASMIN MUBARAK
T1	HH-T1-3802	968	Mr. Saifuddin Kurawadwala
T1	HH-T1-1702	959	Mr. Mustufa Taherbhai Jawadwala
T1	HH-T1-2006	1293	Abbas S/o Mohammed Hussain Thekwala
T1	HH-T1-1704	797	Shabbir Jawadwala
T3	HH-T3-0506A	598	Mr. Tauqeer Mohd. Saeed Phoplunkar
T3	HH-T3-0601	949	Mr. Abdul Kader
T1	HH-T1-1905	797	Yusuf Imran Tankiwala & Imran Abdulla Tankiwala & Fatema Imran Tankiwala
T1	HH-T1-0306B	615	BURHANUDDIN ABBAS POONAWALA ABBAS MOHAMED HUSAIN POONAWALA
T1	HH-T1-2604	797	Moiz Vaswadawala & Mrs Anisa Moiz Vaswadawala
T3	HH-T3-1501	949	Ms. Shabana Shafi Malim
T3	HH-T3-3404	869	Mr Champalal jain
T3	HH-T3-1305	785	Mr Ashok Mehta
T3	HH-T3-2605	797	Mr Praveen Modi
T3	HH-T3-3505	797	Mrs Anjana D Jain
T3	HH-T3-0602	949	Mr. Abdul Kader
T1	HH-T1-2704	797	Mr Mohammed Hussain Sadigali Dungarpurwala & Mrs Bilkis Mohammed Hussain Dungarpurwala
T1	HH-T1-0606B	615	Mr. Saifuddin Abbas Chahalawala
T1	HH-T1-2404	869	Mr. Aliasgar Saifuddin Rampurawala
T3	HH-T3-3001	959	Mr. Haresh Vishindas Mandhayan
T1	HH-T1-4703	1293	Mr. Murtuza Abdul Qadir Diwan & Mrs. Mariyam Abdul Qadir Diwan

T3	HH-T3-2906	1293	Mr. Mehmood Ibrahim Dhorajiwala
T3	HH-T3-2804	869	Nadeem Abdul Kader / Nazneen Abdul Kader (Nayab Enterprise)
T3	HH-T3-2805	869	Nadeem Abdul Kader / Nazneen Abdul Kader (Nayab Enterprise)

(8) Excluding the Other Area to the extent of:

An area aggregately admeasuring 40,016.03 sq. ft. of RERA carpet area in the Project Harbour Heights, located at C.T.S. No. 525, Matharpakhadi Road, P. Dmello Road, Mumbai – 400010 more particularly detailed below:

HARBOUR HEIGHT		
LVL	SHOP NOS	AREA IN SQ.MT.
GR. FOOR	1st TO 56th	6674.65
1st FLOOR	1st TO 58th	6671.85
2nd FLOOR	1st TO 58th	6671.85
3rd FLOOR	1st TO 58th	6671.85
4th FLOOR	1st TO 58th	6671.85
5th FLOOR	1st TO 55th	6653.98
TOTAL		40016.03

(9) Commercial Unit(s) No. 4, 5, 6, 7, 26, 27, 28, 29, 34, 35, 36 and 37 totally admeasuring 2000 sq.ft carpet area or thereabouts on the Ground Floor in the Real Estate Project named "Harbour Heights" being developed/constructed and situated at situated at CTS No. 525, Mazgaon Division, junction of B.N. Pai Road and Mathakpakhadi Road, Mumbai 400010.

ANNEXURE II

DECLARATION BY BIDDER / OFFEROR

(a) I/We, the Offeror/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the tender and public notice for sale dated [●] 2025 (“Sale Notice”) in the matter of sale of Secured Assets (both immovable and movable properties of) and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions.

(b) I/We, the Offeror/s aforesaid do hereby confirm that I/We have taken inspection of the Secured Assets, and I/We are satisfied with the condition of the same and I/We shall not claim any loss or reduction in the amount offered on account of any deviation in the details and description of the Secured Assets.

I/We further declare that I/We intend to purchase the above referred Secured Assets from the Authorized Officer of the Secured Creditor for our own use/business and that the information revealed by me/us in the tender/offer submitted at the Mumbai office of the secured creditor is true and correct. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the tender submitted by me/us is liable to be cancelled and in such case the EMD paid by me/us is liable to be forfeited by the Secured Creditor and the Secured Creditor will be at liberty to annul the offer made to me/us at any point of time. I/We also agree that after my/our offer given in in my/our offer for purchase of the assets is accepted by the Secured Creditor and I/we fail to accept or act upon the terms and conditions herein or am /are not able to complete the transaction within the time limit specified herein for any reason whatsoever and/or fail to fulfill any/all the terms & conditions herein, the EMD and any other monies paid by me/us along with the offer and thereafter, are liable to be forfeited by the Secured Creditor and that the Secured Creditor has also a right to proceed against me/us for specific performance of the contract, if so desired by the Secured Creditor.

(c) Capitalised terms used but not defined herein shall have the meaning ascribed to it in the Sale Notice.

SIGNATURE

ANNEXURE III– CONFIDENTIALITY UNDERTAKING

FORMAT OF CONFIDENTIALITY UNDERTAKING

[To be printed on the non-judicial stamp paper of appropriate amount as per the Stamp Act applicable to the place of execution, which shall not be less than INR 1000. In case of Consortium, to be submitted by each member of the Consortium.]

CONFIDENTIALITY UNDERTAKING

This confidentiality undertaking has been signed by _____, a prospective bidder, having its office at _____ acting through Mr./Ms. _____, the authorized signatory / authorized representative (“Prospective Bidder”), which expression shall, unless repugnant to the context, include its successors, legal representatives, permitted assigns and administrators in business) in favour of CFM Asset Reconstruction Private Limited (acting in its capacity as a Trustee of CFMARC Trust –140) acting through its authorised officer [•] (“Secured Creditor”) on this _____ day of _____ 2025.

WHEREAS, Radius Sumer Developers Private Limited, (2) Sumer Buildcorp Private Limited, (3) Mr. Sanjay Rajkumar Chhabria acting through the interim resolution professional, Mr. Prakul Thadi, (4) Mr. Rahul Ramesh Shah, and (5) Ms. Vidhi Rahul Shah (collectively, “Borrowers”) owe certain amounts to the Secured Creditor, which are secured by certain immovable properties of the Company (“Secured Assets”).

WHEREAS the Secured Creditor is a ‘secured creditor’ within the meaning of Section 2(1)(zd) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (“SARFAESI Act”).

WHEREAS the Secured Creditor is enforcing the security interest created in its favour over the Scheduled Properties and intends to sell the Secured Assets under the provisions of SARFAESI Act.

WHEREAS the Prospective Bidder is a prospective bidder who intends to participate in the sale process being conducted by the Secured Creditor for the sale of Secured Assets under the provisions of SARFAESI Act (“Sale Process”) and is accordingly, intending to access certain confidential information pertaining to the Borrowers and/ or its assets (including the Secured Assets).

WHEREAS the Secured Creditor intends to share certain information pertaining to the Borrowers and/ or its assets (including the Secured Assets) with the Prospective Bidder after receiving an undertaking from the Prospective Bidder to the effect that the Prospective Bidder shall maintain confidentiality of such information and shall not use such information to cause an undue gain or undue loss to itself or any other person.

This confidentiality undertaking shall inure to the benefit of the Secured Creditor, and their employees, personnel and authorised representatives (collectively, “Disclosing Party/ies”).

THEREFORE, the Prospective Bidder hereby declares and undertakes as follows:

1. The Prospective Bidder declares and undertakes that it will not divulge any information disclosed to it by the Disclosing Parties, including the terms of sale, details of the title and financing documents and all other documents in connection with the Sale Process and the Secured Assets, and any financial, technical, operational, legal, commercial, staff, management and other information, data, know-how, and all information relating to the business, assets, affairs, products, services, costs, terms of trading, customers, suppliers, employees, and financial statements of the Company, through oral, electronic or written communication or through any mode, 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 deemed as Confidential Information.
2. The Prospective Bidder further unconditionally and irrevocably undertakes and declares that:
 - (a) the Confidential Information shall be kept confidential by the Prospective Bidder and shall be used solely for the purposes of submitting a bid in the Sale Process;
 - (b) the Prospective Bidder shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Disclosing Parties or any other person;
 - (c) the Prospective Bidder shall comply with all provisions of law for the time being in force relating to confidentiality and insider trading in relation to such Confidential Information;
 - (d) the Prospective Bidder shall protect any intellectual property of the Company which it may have access to;
 - (e) the Confidential Information may only be disclosed to and shared with any directors, officers, employees, advisors or investors of the Prospective Bidder (“Third Parties”), by the Prospective Bidder, in accordance with applicable laws in relation to confidentiality and insider trading and the terms of this confidentiality undertaking, on a strict need-to-know basis and only to the extent necessary for and in relation to the participation of the Prospective Bidder in the Sale Process, provided that the Prospective Bidder binds such Third Parties, by way of an undertaking/agreement, to terms at least as restrictive as those stated in this Confidentiality Undertaking. The Prospective Bidder shall be responsible for any breach of the confidentiality obligations by Third Parties to whom the Prospective Bidder shares the Confidential Information in accordance with this Confidentiality Undertaking;
 - (f) the Prospective Bidder shall ensure that all Confidential Information is kept safe and secured at all times and is protected from any unauthorised access, use, dissemination, copying, theft or leakage;
 - (g) the Prospective Bidder shall and shall cause the Third Parties to forthwith return, destroy, delete, permanently erase, and not access the Confidential Information upon the earlier of: (i) a written

request by the Disclosing Parties; or (ii) decision taken by the Prospective Bidder to not submit its bid in the Sale Process or otherwise pursue or move forward with its participation in the Sale Process; or (iii) declaration of the highest bidder (other than the Prospective Bidder) in the Sale Process.

3. Notwithstanding anything to the contrary contained herein, the obligation to maintain confidentiality in terms of this Confidentiality Undertaking shall not apply to following information:
 - (a) information which, at the time of disclosure to the Prospective Bidder was already in the public domain without violation of any provisions of applicable laws;
 - (b) information which, after disclosure to the Prospective Bidder becomes publicly available and accessible without violation of applicable laws or a breach of this Confidentiality Undertaking;
 - (c) information which was, lawfully and without any breach of this Confidentiality Undertaking, in the possession of the Prospective Bidder prior to its disclosure, as evidenced by the records of the Prospective Bidder;
 - (d) information that is lawfully and independently received by the Prospective Bidder from a third party who is acting as per applicable laws and is not in breach of its confidentiality obligations, except for information marked as 'confidential' or which is generated from, reflects or is derived out of the Confidential Information made available to such third party by the Disclosing Parties; and
 - (e) information that is required to be disclosed by the Prospective Bidder (and to the extent required to be disclosed) pursuant to the requirements of applicable laws, or order of a judicial or administrative authority or the guidelines of a regulatory authority or the stock exchange, provided however the Prospective Bidder must provide prior intimation of such disclosure to the Disclosing Parties such that the Disclosing Parties have a reasonable opportunity to secure a protective order or take other action as appropriate. Without prejudice to the aforementioned, in the event such disclosure cannot be avoided on account of requirement under applicable law, the disclosure must be limited strictly to the extent required for compliance with the aforementioned law, rules, direction or order.
4. In the event of breach or threatened breach of the terms of this Confidentiality Undertaking, the Disclosing Parties shall be entitled to all remedies available under law or equity. Without prejudice to generality of above, the Disclosing Parties shall be entitled to the remedies of injunction and other equitable relief for a threatened or actual breach of this Confidentiality Undertaking. The Prospective Bidder shall indemnify and hold harmless the Disclosing Parties for all losses, damages and costs incurred or suffered by the Disclosing Parties on account of any breach of this Confidentiality Undertaking by the Prospective Bidder or the Third Parties.
5. Nothing contained in this Confidentiality Undertaking shall be deemed to require or obligate the Disclosing Parties to disclose any or whole of Confidential Information to the Prospective Bidder. No representation or warranty has been provided by the Disclosing Parties in relation to the authenticity or adequacy of the information provided to the Prospective Bidder, including the Confidential Information, and the Prospective Bidder would not have any claim against the Disclosing Parties in relation to any information provided to the Prospective Bidder.

6. The Prospective Bidder hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Confidentiality Undertaking. The requisite authorization is attached herewith as enclosure to this Confidentiality Undertaking.¹
7. The terms of this Confidentiality Undertaking may be modified or waived only by a separate instrument in writing signed by the Prospective Bidder with the prior written consent of the Disclosing Parties that expressly modifies or waives any such term.
8. This Confidentiality Undertaking and any dispute, claim or obligation arising out of or in connection with it shall be governed by and construed in accordance with Indian laws and the courts / tribunals at Mumbai shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.
9. The confidentiality undertaking shall be in conjunction to any other undertakings/documents provided by the Prospective Bidder to the Disclosing Parties.

Signed on behalf of

(Name of Prospective Bidder)

By

(Name and Designation)

Authorised Signatory

Enclosure:

¹ Prospective Bidder to attach

Authority in favor of the Authorized Signatory

ANNEXURE IV – SECTION 29 A UNDERTAKING

FORMAT OF SECTION 29A UNDERTAKING

[To be printed on the non-judicial stamp paper of appropriate amount as per the Stamp Act applicable to the place of execution, which shall not be less than INR 1000.]

SECTION 29A UNDERTAKING

I, [name of the person authorised by the Prospective Bidder], son of [●], aged about [●] years, currently residing at [Address to be inserted] and having Aadhaar/ Passport number [●], on behalf of [insert name of the Prospective Bidder] having registered office at [●] (“Prospective Bidder”, a term which also includes any person acting jointly or in concert with the Prospective Bidder), do solemnly affirm, state, and undertake to CFM Asset Reconstruction Private Limited (acting in its capacity as a Trustee of CFMARC Trust –140) (“Secured Creditor”), as follows:

1. That I am duly authorized and competent to provide the instant undertaking for and on behalf of the Prospective Bidder in terms of the resolution of its board of directors/power of attorney/ other relevant document, which is attached herewith as enclosure to this Section 29A Undertaking.² I hereby unconditionally, state, submit and confirm that the said document is true, valid and genuine.
2. That capitalized terms used but not defined herein shall have the meaning ascribed to them in the Sale Notice dated [●] issued by the Secured Creditor
3. I/We hereby unconditionally state, submit and confirm that the Prospective Bidder is not ineligible under any of the conditions set out in Section 29A of the IBC and accordingly, we are not disqualified from submitting the Bid in respect of the Secured Assets under applicable laws.
4. I/We, submit that, till the conclusion of the SARFAESI Sale Process, as and when any of the statements made hereunder are invalid, incorrect, or misrepresented by us/ any other person acting in jointly or in concert with us, I/we agree that we shall inform the Secured Creditor of such an event and the Prospective Bidder shall be held ineligible from participating in the SARFAESI Sale Process.
5. I/We agree and acknowledge that Secured Creditor is 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 Bid submitted by the Prospective Bidder.
6. I/We unconditionally and irrevocably undertake that I/We shall provide all data, documents and information as may be required to verify the statements made under this undertaking, to the satisfaction of Secured Creditor.

² Prospective Bidder to attach.

7. I/We agree and undertake to disclose/inform forthwith, to Secured Creditor, if the Prospective Bidder becomes aware of any change in factual information which would make it ineligible under any of the provisions of Section 29A of the IBC at any stage of the SARFAESI Sale Process, after the submission of this undertaking.
8. I/We agree that in the event any of the above statements are found to be untrue or incorrect, then the Prospective Bidder unconditionally agrees to indemnify and hold harmless Secured Creditor against any losses, claims or damages incurred by Secured Creditor, on account of such ineligibility of the Prospective Bidder.
9. This undertaking shall be governed in accordance with the laws of India and the courts of Mumbai shall have the exclusive jurisdiction over any dispute arising under this undertaking.
10. I/We submit that, the contents of this undertaking, as provided above are correct, true, valid and genuine.
11. I/We submit that, no information/details, have been concealed while signing this undertaking and there are no further facts to be disclosed to determine the eligibility of [name of the Prospective Bidder] in terms of Section 29A of the IBC.

Executed at [] on [], 2025.

Sd/-

Enclosure:

Authority in favour of the authorised signatory of the prospective bidder.

Additional Mode for payment of EMD and Sale Consideration:

In addition to the option of providing the Earnest Money Deposit (EMD) through Demand Draft and the Sale Consideration by way of deposit into the account details provided in the terms and conditions of the Sale Notice, the prospective bidder may, at their discretion, also deposit the EMD and Sale Consideration into the following account:

The EMD, submitted through Demand Draft or direct bank deposit, must include the relevant transaction details (e.g., DD number and date, or bank transfer reference) in the bid document. The option to deposit both the EMD and Sale Consideration into the provided bank account is an additional method and has been included as part of the existing terms and conditions for the EMD and Sale Consideration payment. All other terms and conditions of the Sale Notice remain unchanged and applicable.

Entity Name	CFM Asset Reconstruction Pvt. Ltd.
Account No	002811100005871
Bank name	Union Bank of India
Branch	Andheri Branch
IFSC Code	UBIN0800287