

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: info@cfmarac.in

CONTACT: 022-40055282



APPENDIX- IV-A

[See proviso to rule 8 (6)]

SALE NOTICE FOR SALE OF IMMOVABLE PROPERTY

E-auction 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 proviso to rule 8(6) of the Security Interest Enforcement Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower/(s) and Guarantor/(s) that the below described immovable property/ties (Secured Assets) mortgaged/charged to the Secured Creditor, the physical possession of which has been taken by the Authorised Officer of Indian Bank and subsequently assigned to CFM Asset Reconstruction Pvt Ltd (**acting in its capacity as a Trustee of CFMARC Trust –1 IB“ The secured Creditor”**) will be sold on “As is where is basis”, “As is what is basis”, and “Whatever there is basis”, and “No recourse basis” on **29th October 2024** for In order to recover the total outstanding dues of Rs. 19,01,77,100.73 /- (In words, Rupees Nineteen Crore One Lakh Seventy-Seven Thousand One Hundred and Paise Seventy-Three Only) as on 30.11.2013 together with further interest, other costs & expenses thereon due to the secured creditors from 1. M/s. Uttam Cotton Mills (P) Ltd. (Borrower), 2. Smt. Santosh Jhavar. (Guarantor & Mortgagor), 3. Smt. Ritu Devi Jhavar (Guarantor), 4. Shri Amit Lahoti, (Guarantor), 5. Mr. Madan Gopal Jhavar (Guarantor), 6. Haldia Ispat Ltd., (Corporate Guarantor).

The reserve price of the properties and the earnest money deposit is given below: -

DESCRIPTION OF SECURED PROPERTY:	
	1) All that the entire 3 rd floor of the four storied building measuring a super built area of 3455 sq ft, be the same a little more or less with undivided, undemarcated, proportionate share of the Mourashi Mokrari Swattwiya Bastu landed property measuring an area of more or less 5 Cottahs 8 chittacks 40 sq. ft. lying and situated at Mouza- Nawpara, JL No. 9, R.S. No.- 22, Touzi No. 172 & 173, Khatian No. 205 & 727, Dag No. 1154, 1155, & 1156 under Baranagar Municipality, Holding No. 17, being part of premises no. 81, A. K. Mukherjee Road, PS Baranagar, kolkata 700090, The building butted and bounded as follows:- On the North: By land of M/s Associated Aesby Industries Pvt. Ltd, On the East: By land of M/s Associated Aesby Industries Pvt. Ltd, On the South: By A.K. Mukherjee Road. On the West: By land of M/s Associated Aesby Industries Pvt. Ltd

	<p>(The Mortgaged property stands in the name of Smt. Santosh Jhavar W/o Sri Madan Gopal Jhavar and being registered Deed No. I – 155 of 2005 at the office of the ARA-II, Kolkata, West Bengal).</p> <p>2) All that the entire 4th floor of the five storied building made of brick wall and tubular structure with asbestos roofing measuring a super built area of 3455 sq ft, be the same a little more or less situated on the landed property measuring an area more or less 5 Cotthas 8 Chittacks 40 ft. ft. situated under Mouza- Nawpara, JL No. 9, R.S. No. 22, Touzi No. 172 & 173, Khatian No. 205, Dag No. 1154, 1155, & 1156 being part of premises no. 81/F/2 under, A. K. Mukherjee Road, PS Baranagar, Kolkata-700090. The Building is butted and bounded as follows:- On the North: By land of M/s Associated Aesby Industries Pvt. Ltd, On the East: By land of M/s Associated Aesby Industries Pvt. Ltd, On the South: By A.K. Mukherjee Road. On the West: By land of M/s Associated Aesby Industries Pvt. Ltd</p> <p>(The Mortgaged property stands in the name of Smt. Santosh Jhavar W/o Sri Madan Gopal Jhavar and being registered Deed No. I – 0037 of 2006 at the office of the ARA-II, Kolkata, West Bengal).</p>
SECURED DEBT:	Rs. 19,01,77,100.73 (Rupees Nineteen Crore One Lakh Seventy-Seven Thousand One Hundred and Paise Seventy-Three Only) as on 30.11.2013 together with further interest, other costs, and expenses thereon due and payable till the final payment.
RESERVE PRICE (RP):	Property No.1: Rs. 62,00,000 (Rupees Sixty-Two Lakh Only) Property No.2: Rs. 41,00,000 (Rupees Forty-One Lakh Only)
INSPECTION	Visit on request
TIME: DATE: PLACE: For E-AUCTION	E-Auction/Bidding through website (https://www.bankeauctions.com) Date: - 29/10/2024 - Time: 11.00 AM to 12.00 PM
LAST DATE AND TIME FOR BID SUBMISSION:	On or before 5:00 PM on 28/10/2024
EMD:	Property No. 1: Rs.6,20,000/- (Rupees Six Lakh Twenty Thousand Only) Property No. 2: Rs. 4,10,000/- (Rupees Four Lakh Ten Thousand Only)
CONTACT:	Tapan Panda– 9674498660 Ram Jaluka – 8976862752 Shailendra Shrivastava- 9004604414

Encumbrances if any:

For detailed terms & conditions of the sale, please refer to the link provided in Secured Creditors website i.e. <https://www.cfmarc.in> for detailed terms & conditions of e-auction/sale of respective properties and other details before submitting their bids for taking part in the e-auction. Bidders may also visit the website <https://www.bankeauctions.com> or contact service provider M/s. C1 India Private Limited. Bidder Support Nos.: 0124-4302020 / 21 / 22, +91 7291981124 / 1125 / 1126; email: support@bankeauctions.com, Mr. Bhavik Pandya, Contact No. +91 9974887668.

This notice of 15 days is being given to all of you in compliance of Rule 8, Sub Rule 6 of SARFAESI Rules Under the SARFAESI Act 2002, informing all the Borrowers, all the Guarantors and all the Mortgagors about holding of auction/sale of the aforementioned Secured Property/ties / Secured Assets at the aforementioned

date and time, with the advice to redeem the secured Property/ties / Secured Assets. If so desired by them, by paying the outstanding dues as mentioned herein above along with further interest, other costs and expenses thereon due and payable prior to the scheduled auction. In case of default in payment, any or all of the Secured Properties/Secured Assets shall at the discretion of the Authorized Officer/Secured Creditor be sold through any of the modes as prescribed under Rule 8(5) of Security Interest (Enforcement) Rule, 2002.

Date: 21 September 2024
Place: Kolkata

Sd/-
Authorised Officer
CFM Asset Reconstruction Pvt. Ltd.
Acting as trustee of CFMARC Trust – 1 IB

TENDER DOCUMENT CUM TERMS AND CONDITIONS OF SALE

- 1) The Online Bids shall be submitted at website <https://www.bankeauctions.com> as per schedule given therein.
- 2) Bids in the prescribed formats given in the Tender Document shall be submitted “online” through the portal of <https://www.bankeauctions.com>. Bids submitted otherwise shall not be eligible for consideration. Bid should be along with scanned copies of Photo ID, preferably PAN Card and address proof documents, mentioning UTR number/ DD i.e., supportive evidence for submitting Aggregate EMD amount.

Physical DD can be submitted to Mumbai office along-with KYC once bid form is submitted online

EMD favoring	CFMARC Trust – 1 IB
EMD Amount	Property No. 1: Rs.6,20,000/- (Rupees Six Lakh Twenty Thousand Only) Property No. 2: Rs. 4,10,000/- (Rupees Four Lakh Ten Thousand Only)

- 3) Intending bidders may avail training for online bidding from M/s. C1 India Private Limited, Address: Pot No.1502, 15th Floor, Ambadeep Building, 14, K.G. Marg, New Delhi – 110 001, Mr. Bhavik Pandya, Contact No. +91 9974887668 , Email address: support@bankeauctions.com and Help line No. 0124-4302020 / 21 / 22, +91 7291981124 / 1125 / 1126.

The details regarding E Auction Provider are mentioned below:

Name of Auction Agency	M/s. C1 India Private Limited
Address	No.1502, 15th Floor, Ambadeep Building, 14 K.G. Marg, New Delhi – 110001
Contact Persons	Mr. Bhavik Pandya Contact No. +91 9974887668.
Help Line Nos.	0124-4302020 / 21 / 22, +91 7291981124 / 1125 / 1126
Email address	support@bankeauctions.com
Website Address	https://www.bankeauctions.com

- 4) The intending bidder should bid for entire immovable property. Bid for part of property or without the Aggregate EMD shall be rejected.
- 5) The person deputed for inspection by the prospective offeror should carry with him appropriate authorization on the letterhead of the organization he/she represents, failing which inspection may be refused.
- 6) Offers not accompanied with Aggregate EMD shall be treated as invalid. The Aggregate EMD of unsuccessful bidders shall be refunded within fifteen days from the date of e-auction. The offeror will not be entitled to claim any interest, if the refund of Aggregate EMD is delayed beyond the said period for any reason whatsoever.
- 7) The Said Property/ties shall be sold at a price not less than the Aggregate Reserve Price mentioned hereinabove.
- 8) The entire procedure of conducting e-auction shall be at the exclusive discretion of the Authorized Officer and intending purchaser shall have no right to object to the same.

- 9) The bid amount can be improved by Rs. 1,00,000/- (In words, Rupees One Lakh only) per bid with unlimited automated extensions of 5 minutes each in terms of the Tender Document.
- 10) The Said Properties shall be sold to the highest offeror. The highest offeror shall have to tender the KYC documents to the Authorised Officer for verification immediately. Post such verification, on confirmation of sale of the Said Properties, which shall be conveyed to the highest offeror, after following the process enumerated hereinabove, The successful offeror(s) will have to immediately, but not later than next working day, pay 25% of the sale price (after adjusting the Aggregate Earnest Money deposited) by way of Demand draft/ Pay order / Online payment (RTGS / NEFT) favoring CFM-ARC payable at Mumbai and the balance of 75% of the consideration shall be payable by the successful offeror on or before the fifteenth day of the confirmation of the sale of the Said Properties, or such other time as may be agreed to between CFM-ARC and the successful offeror, subject to the sole discretion of CFM-ARC. 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 offeror, CFM-ARC in its absolute discretion, shall be entitled to forfeit all the moneys till then paid by the successful offeror and put up the assets in question for resale/disposal. Further, all costs, charges and expenses incurred by CFM-ARC on account of such resale shall be borne by such defaulting successful offeror 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.
- 11) The offeror 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 offeror.
- 12) The stamp duty, registration charges, cess, sales tax, Value Added Tax (“VAT”) (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 purchaser/successful offeror.
- 13) Transfer of the Said Properties to the successful offeror shall be done by the Authorized Officer only upon payment of the entire bid consideration and other charges as per the terms contained herein.
- 14) As from the date of issuance of Sale Certificate, the purchaser shall hold the 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 CFM-ARC nor the Authorized Officer shall be liable for any such loss or damages.
- 15) Presently there are no encumbrances known to CFM-ARC.
- 16) The Said Properties 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 CFM-ARC nor the Authorized Officer undertakes any responsibility to procure any permission/license etc. in respect of the Said Properties offered for sale hereinabove. The successful offeror 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 Municipal Corporation/local authority dues, taxes including sales tax, VAT, GST or any other cess, duties, levies by whatever name it is called, if any, in respect of the Said Properties.
- 17) The offerors are advised in their own interest to verify the Said Properties as also the above and any other dues from the respective authorities to their satisfaction before submitting the offers.
- 18) The successful offeror shall be deemed to have purchased the Said Properties 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 Said Properties or any part thereof.

- 19) The successful offeror 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 Said Properties purchased by it/him/her.
- 20) The offeror shall purchase the Said Properties in the same condition that the said Properties exist on the date of sale. The date of sale shall mean, the date when the Authorized Officer accepts the offer of the successful offeror. 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 offeror as regards any risk, injury, loss or damage thereto or any part thereof from any cause whatsoever. The successful offeror shall not make any requisition for repairs or otherwise and the obligations of carrying out such repairs shall be solely that of the successful offeror.
- 21) 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 said properties on or before the last date prescribed for submission of the offers contemplated herein, may file a fresh offer with appropriate Aggregate Earnest Money Deposit.
- 22) The successful offeror 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 Said Properties along with its super structure, plant and machinery thereon, if being part of the Said Properties contemplated herein.
- 23) If the dues of the existing charge-holders together with all costs, charges and expenses incurred by CFM-ARC are offered by or on behalf of the Borrower or guarantors at any time before the date of confirmation of sale, the Said Properties or part thereof, shall not be auctioned.
- 24) The offeror shall not be entitled to withdraw or cancel offer once submitted unless permitted by Authorized Officer. If the offeror withdraws or cancels the offer, the Aggregate 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 canceling the offer. The assets in question will then be resold at the risk and consequences of the offeror.
- 25) On confirmation of sale by CFMARC and if the terms of payment have been complied with, the Authorised Officer exercising the power of sale shall issue Sale Certificate for immovable asset / said properties in favour of the purchaser/successful offeror in the form given in Appendix V of the provisions of the SARFAESI Act, 2002.
- 26) The sale certificate will be issued in the name of the purchaser(s) / Applicant(s) only and will not be issued in any other name(s).
- 27) The Authorized Officer is selling the Said Property(ies) pursuant to the powers derived from the SARFAESI Act. The Said Properties 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 Said Properties and does not warrant any condition whatsoever pertaining to the same. The offerors 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 Said Properties. The offerors shall not be entitled to issue or raise any requisitions or objections to or upon the title. The offerors should make enquiries about the utility of the Said Properties put up for sale hereunder and no warranty or assurances of any kind is given by the Authorized Officer and/or CFM-ARC. The offerors shall be deemed to have undertaken a due diligence of the Said Properties and that the offerors are presumed to have taken independent legal or commercial advice before participating in the auction contemplated herein.

- 28) 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. CFM-ARC's decision in this behalf shall be final & binding.
- 29) The Authorized Officer will be at liberty to amend/modify/delete any of the above conditions as may be deemed necessary in the light of the facts & circumstances of the case.
- 30) Disputes, if any, shall be within the jurisdiction of Courts and Tribunals in Mumbai only.
- 31) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under SARFAESI Act, 2002 and the rules framed thereunder.
- 32) The amount of EMD can be deposited directly to following bank account:

Account Holder	CFMARC Trust – 1 IB
Account Number	000320110001095
Bank	Bank of India
Branch	Mumbai Main Branch
IFSC	BKID0000001

33) **Other terms and conditions pertaining to e-auction:**

- a) Auction/ bidding will be only online bidding through the portal provided by the service provider.
- b) In case of sole bidder/offeror, the said property will be sold to the sole bidder/offeror
- c) Bidders/Offerors are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
- d) No request/complaint of wrong bidding will be entertained for cancelling the sale and in such case, the Aggregate EMD in full will be forfeited.
- e) Only upon verification of the bid form and confirmation of remittance of Aggregate EMD, the user ID issued by the online service provider will be activated permitting the bidder to enter into the website of the service provider for bidding.
- f) Bidders/Offerors should not disclose their user ID as well as password and other material information relating to the bidding to any one and to safeguard its secrecy.
- g) Bidders/Offerors are advised to change the password immediately on receipt from the service provider.
- h) All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the bidder/offeror cannot reduce or withdraw the bid for whatever reason. If done so, the Aggregate EMD amount shall be forfeited.
- i) 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 CFM-ARC.
- j) 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 CFM-ARC. 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

ONLINE BID DOCUMENT

(To be filled online in website <https://www.bankeauctions.com>)

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) Aggregate 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)

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 in the matter of sale of secured immovable and movable properties of Mortgager 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 premises, 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 properties.
- (c) I/We further declare that I/We intend to purchase the above referred assets from the Authorized Officer of CFM-ARC for our own use/business and that the information revealed by me/us in the tender/offer in <https://www.bankeauctions.com> 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 in <https://www.bankeauctions.com> is liable to be cancelled and in such case the Aggregate Earnest Money Deposit paid by me/us is liable to be forfeited by CFM-ARC and CFM-ARC 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 CFM-ARC 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 Aggregate Earnest Money Deposit and any other monies paid by me/us along with the offer and thereafter, are liable to be forfeited by CFM-ARC and that CFM-ARC has also a right to proceed against me/us for specific performance of the contract, if so desired by CFM-ARC.

SIGNATURE

To,
The Authorized Officer,
CFM Asset Reconstruction Pvt. Ltd (CFMARC)
CFMARC Trust-1 Uttam Cotton Mills Pvt. Ltd.
1st Floor, Wakefield House, Sprott Road, Ballard Estate,
Mumbai 400 038

Affidavit cum Undertaking to be executed and notarised

I/We, _____

_____ (name(s) of the of the
Purchaser etc.) s/o _____, aged about _____ years, currently
residing at _____ and having PAN
No(s) _____; _____; _____ and
_____. & Aadhar No. _____,
_____, _____ and
_____ on behalf of _____ - (name of the
Prospective Purchaser) presently residing at

_____ (herein referred as the "Prospective Purchaser") pursuant to Authorization of the Board of Directors/
Power of Attorney) of the Prospective Purchaser dated _____, (as enclosed
herewith), do solemnly affirm and state as under:

a. That I /We am duly authorized and competent to make and affirm this affidavit for and on behalf
of the Prospective Purchaser in terms of resolution of Board of Directors/ Power of Attorney
dated _____, I hereby unconditionally state, submit and confirm that the document is
true, valid, and genuine.

b. I /We hereby unconditionally state, submit and confirm that the Prospective Purchaser is not
disqualified from submitting the offer letter and /or tender to purchase the property being

_____ (hereinafter referred as “the secured asset”) by way of Private treaty or by way of any other
mode of sale as laid down under SARFAEI Act, 2002 read with the rules thereunder and or the
modes of sale available with CFM Asset Reconstruction Private Limited (CFMARC) by virtue of
being secured creditor to enforce security interest over the secured asset under SARFAESI Act,
2002.

c. That neither the (i) Prospective Purchaser nor(ii) any person acting jointly or in concert with the Prospective purchaser not (iii) any person who is a connected person with the Borrower or Borrower company namely _____(name of borrower/mortgagor)

d. That neither the (i) Prospective Purchaser nor (ii) any person acting jointly or in concert with the Prospective Purchaser nor (iii) any person who is a connected person; (a) the Prospective Purchaser or (b) any person acting jointly or in concert with the Prospective Purchaser:

i) is an undischarged insolvent,

ii) is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949.

iii) is at the time of submission of the sale offer, a person who (a)has an account which has been classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India under the Banking Regulation Act, 1949 or the guidelines of the financial sector regulator issued under any other law for the time being in force, or (b) controls or manages or is the promoter of a the borrower Company or the Guarantor Company 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 Corporate Debtor and all such overdue amounts along with interest, cost and charges thereon has not been fully repaid at the time of submission of this Sale offer;

iv) has been convicted of any offence punishable with two years or more or with imprisonment and two years have not passed from the date of release from such imprisonment: or

v) has been a Promoter or in the management or control of a Borrower Company in which a preferential transaction has taken place and in respect of which an order has been made by the Hon'ble National Company Law Tribunal (or its appellate tribunals or Courts). (other than a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction by the Prospective purchaser pursuant to a resolution plan approved under the code or pursuant to the scheme or plan approved by a financial sector regulator or court, and the Prospective purchaser has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction) which has taken place prior to the acquisition of the financial assets of the Borrower Company by the Secured Creditor;

vi) has executed a guarantee in favor of a creditor, in respect of a Borrower against which an application for Insolvency resolution made by such creditor has been admitted under the code, where such guarantee has been invoked by the creditor and remains unpaid in full or part;

vii) is subject to any other aforesaid conditions under any law in a jurisdiction outside India.

e. That the Prospective Purchaser unconditionally and irrevocably represents, warrants, and confirms that it is eligible to participate in the sale process as laid down under SARFAESI Act, 2002 read with the Security Enforcement Rule, 2002 and that it shall provide all the documents, representations and information as may be required by the CFMARC/Secured Creditor or any other authority as may be applicable.

f. That the Prospective Purchaser unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statement made under this affidavit cum Undertaking.

g. That the Prospective Purchaser understands that CFMARC may rely on the confirmations, representations and warrants provided by the Prospective purchaser under this affidavit cum undertaking.

h. That in the event of any of any of the above statements are found to be untrue or incorrect then the Prospective purchaser unconditionally agrees to indemnity and hold harmless the CFMARC and /or the Secured Creditor.

i. That the Prospective Purchasers agrees and undertakes to disclose/ inform forthwith, to the CFMARC/Secured Creditor if the Prospective purchaser becomes aware of any change in information in relation to at any stage of the sale process.

j. That this affidavit cum undertaking shall be governed in accordance with the laws of India and the adjudicating authority shall have the exclusive jurisdiction over any dispute arising under this affidavit.

Solemnly affirmed at ----- on this----- ----- day of -----, -----
(Year)

Deponent