

# APPENDIX IV-A SALE NOTICE IS FOR SALE OF IMMOVABLE PROPERTIES UNDER THE PROVISIONS OF SARFAESI ACT, 2002.

Sale Notice for sale of immovable Assets under the Securitisation and Reconstruction of Financial Asset and Enforcement of Security Interest Act, 2002 (SARFAESI Act, 2002) read with proviso to rule 8(6) of the security interest enforcement Rule, 2002.

Notice is hereby given to the public in general and in particular to the Borrower and Guarantors/Mortgagors that the below described immovable properties mortgaged to the secured Creditor, the Physical possession of which has been taken by the authorized officer of CFM Asset Reconstruction Pvt Ltd (CFM-ARC) on 03.12.2021, the secured creditor will be sold "As is where is basis", "As is what is basis", and "Whatever there is basis", and "No recourse basis" on 29-01-2025 for recovery of Rs. 75,89,22,030.14 (Rupees Seventy Five Crore Eighty Nine Lakh Twenty Two Thousand Thirty and Paise Fourteen Only) due as on 31-10-2024 and further interest and other costs thereon due to the secured creditor from Borrower M/s Ravi Developments (Borrower and Mortgagor), Ketan T Shah (Guarantor), Jayesh T Shah (Guarantor), Geeta R Shah (Guarantor), Kamal Jaswantlal Sheth (Guarantor), Rupal Kamal Seth (Guarantor), Chandrikaben Jaswantlal Sheth (Guarantor), Manmandir Properties. (Mortgagor & Guarantor).

# DESCRIPTION OF SECURED PROPERTY

CONSTRU

Shops being entire ground floor and entire first floor in the building named and known as "Sailee Shoppe" in aggregate adm. 8242 sq. ft. Carpet area Wing F, Situated at New MHB Colony, Gorai Road, Opp. Don Bosco School, Linking Road, Borivali [W], Mumbai being constructed on Old Survey No. 19 and 20 corresponding to Old C.T.S. No. 22, original plot No. 244 part and as per town planning CTS No. 22, Original Plot No. 244(part) and Final Plot No. 457 TPS-III Village Borivali Gorai, Gorai Road, Taluka Borivali, Mumbai

Premises known as "Sailee Party Hall" consisting of second floor adm. 5088 sq. ft. Built up area, terrace adm. 5088 sq. ft. built up area and Booking Office adm. 150 sq. ft. built up area situated at Prathmesh Leela Bldg."H" being constructed on CTS No. 68(pt), S. No. 22, Original Plot No. 250 and Final Plot No. 457 of TPS -III, Village Borivali, New MHB Colony, Gorai Road, Borivali [W], Mumbai

Along with all easementry, appurtenances, ingress, egress, pathways, rights, benefits, consequential and other ancillary rights thereto. (The property presently renamed and known as Sai Plaza)



SECURED DEBT	Twenty Two Thou	ees Seventy Five Crore Eight sand Thirty and Paise 024 and plus future interest @	Fourteen
	rate and other costs till realization in full.		
RESERVE PRICE (R.P.)	Rs. 29,98,00,000/-[Rupees Twenty Nine Crore Ninety Eight Lakh		
	Only]		
EMD	Rs. 2,99,80,000/-[Rupees Two Crore Ninety Nine Lakh Eighty		
	Thousand Only]		
INSPECTION	On 13-01-2025 Time: 11.00 AM to 1.00 PM		
DETAILS FOR DEPOSITING	Account Name	CFMARC Trust - 1 PMC	
EMD	Account No	000320110001157	
·	Bank name	Bank of India	
	Branch	Ballard Estate Branch	
	IFSC Code	BKID0000003	
LAST DATE/TIME FOR	28-01-2025 On or before	5:00 PM	•
SUBMISSION OF BID			
For Public E-Auction	E-Auction/Bidding through website		
TIME:	(https://www.bankeauctions.com) on 29-01-2025 from 11.30 AM		
DATE:	to 12:30 PM.		
CONTACT:	Mrs. Sapana Desai (8879890250)		
	Email: sapna.desai@cfmarc.in		

Encumbrances if any: Not known to the secured creditor.

For detailed terms & conditions of the sale, please refer to the link provided in Secured Creditors website i.e. <a href="https://www.cfmarc.in">https://www.cfmarc.in</a> 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 <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a> or contact service\_provider M/s. C1 India Private Limited. Bidder Support Nos.: 0124-4302020 / 21 / 22, +91 7291981124 / 1125 / 1126; email: <a href="mailto:support@bankeauctions.com">support@bankeauctions.com</a>, Name: Bhavik Pandya Email: <a href="mailto:maharashtra@c1india.com">maharashtra@c1india.com</a>; Mobile Number- 8866682937

This notice 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: 07-01-2025 Place: Mumbai Authorised Officer
CFM Asset Reconstruction Pvt. Ltd.
Acting as trustee of CFMARC Trust -1 PMC



#### TENDER DOCUMENT CUM TERMS AND CONDITIONS OF SALE

#### IN THE ACCOUNT OF RAVI DEVLOPMENT

- 1) The Online Bids shall be submitted at website <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a> as per schedule given therein.
- 2) Bids in the prescribed formats given in the Tender Document shall be submitted "online" through the portal of <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a>. 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 i.e., supportive evidence for submitting Aggregate EMD amount.
- 3) Details of UTR number can be submitted to Mumbai office along-with KYC once bid form is submitted online.
- 4) Intending bidders may avail training for online bidding from M/s. C1 India Private Limited, Address: Pot No.1502, 15<sup>th</sup> Floor, Ambadeep Building, 14, K.G. Marg, New Delhi 110 001, Mr. Bhavik R Pandya- 88666 82937., Email address: <a href="mailto:support@bankeauctions.com">support@bankeauctions.com</a> 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. Hareesh Gowda, Contact No. +91 95945 97555	
Help Line Nos.	0124-4302020/21/22,+917291981124/1125/1126	
Email address	support@bankeauctions.com	
Website Address	https://www.bankeauctions.com	

- 5) The intending bidder should bid for entire immovable property. Bid for part of property shall be rejected.
- 6) Bank details are mentioned below for making payment.

Beneficiary Name	CFMARC Trust - 1 PMC	
Bank and Branch	Bank of India, Ballard Estate Branch	
Account Number	000320110001157	
IFSC	BKID0000003	

- 7) Bid should be along with self-attested copies of Adhar Card/PAN Card/Passport/Electricity Bill/Voter ID.
- 8) Bid document below Reserve Price and without KYC will be disqualified / Rejected.

- 9) Last date of submission of Bid document is as mentioned in the Sale Notice published in the newspapers.
- 10) The intending bidder should bid for entire immovable property. Bid for part property will be rejected.
- 11) The person deputed for inspection by the prospective bidder should carry with him appropriate POA and/or authorization on the letterhead of the organization he/she represents, failing which inspection may be refused.
- 12) The EMD of unsuccessful bidders shall be refunded within fifteen days from the date of Auction. The bidder will not be entitled to claim any interest if the refund of EMD is delayed beyond the said period for any reason whatsoever.
- 13) The Said Properties shall be sold at a price not less than the Reserve Price mentioned Sale notice.
- 14) The offer should only be placed through bid document by submitted online C1 India [please refer our published notice] and physical copies at the address mentioned above.
- 15) The entire procedure of conducting Auction shall be at the exclusive discretion of the Authorized Officer and intending purchaser shall have no right to object to the same.
- 16) The bid amount can be improved by Rs.5,00,000/- (Five Lakh) per bid/attempt during the auction.
- 17) The Said Properties shall be sold to the highest bidder declared through E-auction process.
- 18) The highest bidder envelop should contain the KYC documents with originals (Photo ID and address proof documents) and notarized 29A declaration as per IBC. Post verification, the confirmation of sale of the Said Property, which shall be conveyed to the highest bidder, after following the process enumerated hereinabove.
- 19) The successful bidders 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 RTGS and the balance of 75% of the consideration shall be payable by the successful bidder 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 bidder, subject to the sole discretion of CFM-ARC.
- 20) 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, CFM-ARC 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 CFM-ARC 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.
- 21) The 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 bidder.



- 22) 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 bidder.
- 23) Transfer of the Said Properties to the successful bidder shall be done by the Authorized Officer only upon payment of the entire bid consideration and other charges as per the terms contained herein.
- 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.
- 25) Presently there are no encumbrances known to CFM-ARC.
- 26) The Said Properties are offered for sale on "AS IS WHERE IS AND AS IS WHAT IS BASIS" AND "WITHOUT 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 bidder will have to bear all outstanding dues including 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.
- 27) The bidders are advised in their own interest to verify and conduct a detailed Due Diligence of the Said Properties and about any other dues from the respective authorities to their satisfaction before submitting the offers.
- 28) The successful bidder shall be deemed to have purchased the Said Properties after complete satisfaction of title thereto and inspection thereof and 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 after submission of the Bid.
- 29) 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 Said Properties purchased by it/him.
- 30) The bidder 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 bidder. From and after the date of issuance of the 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 partthereof 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.
- 31) Conditional offers will be treated as invalid. Likewise correspondence about any change in the offers will not be entertained. Any bidder 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 EMD.
- 32) The successful bidder will be bound by the regulations of the local / any other authority, as applicable with regard to the use of the Said Properties.

- 33) 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.
- 34) The bidder shall not be entitled to withdraw or cancel offer once submitted unless permitted by Authorized Officer. If the 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 consequently upon withdrawing or canceling the offer. The assets in question will then be resold at the risk and consequences of the bidder.
- 35) On confirmation of sale by CFM-ARC 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 in favour of the purchaser/successful bidder in the form given in Appendix V of the Security Interest (Enforcement) Rules, 2002.
- 36) The sale certificate will be issued in the name of the purchaser(s) / Applicant(s) only and will not be issued/transferred in any other name(s).
- 37) The Authorized Officer is selling the Said Properties 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 bidders 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 bidders shall not be entitled to issue or raise any requisitions or objections to or upon the title post bid submission. The bidders should make enquiries about the utility of the Said Properties put up for sale here under and no warranty or assurances of any kind is given by the Authorized Officer and/or CFM-ARC.
- 38) The bidder shall be deemed to have undertaken a due diligence of the Said Properties, and that the bidder are presumed to have taken independent legal or commercial advice before participating in the auction contemplated herein.
- 39) The Authorized Officer reserves 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 bidder or sell the assets through private negotiations with any of the bidders or any other party/parties or invite fresh offers. CFM-ARC's decision in this regard shall be final & binding.
- 40) The Authorized Officer will be at liberty to amend/modify/delete any of the above conditions as may be deemed necessary in light of the facts & circumstances of the case.
- 41) Disputes, if any, shall be within the jurisdiction of Courts and Tribunals in Mumbai only.
- 42) Words & expressions used hereinabove shall have the same meanings respectively assigned to them under SARFAESI Act and the rules framed thereunder.

#### Other terms and conditions pertaining to 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 sale may be deferred and the Said Properties may be brought for resale or otherwise sale will be deferred or cancelled.
- 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 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 anyone 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 the CFM-ARC. Hence bidders/offerors 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 / PARTICULARS OF THE BIDDER

# IN THE ACCOUNT OF RAVI DEVLOPMENTS

1)	Name of the	eBidder:		
2)	Constitutio	n of the Bidder:		
3)	Postal Add	dress of the Bidder:		
4)	Telephone	e Nos. (Landline)		
	(Mobile)_	(E-Mail)		
5)	Document	of proof of identity (tick whicheve	er is being attached):	
	a.	PAN Card Number		
	b.	Voter Identity Card Number	-	¥.
	c.	PassportNumber		
	d.	Certificate of Incorporation Number	4 S	w.
	e.	Partnership Agreement details		
6)	EMD Rem	ittance details		
	a.	Date of remittance	_	
	b.	Name of Bank		
	C.	Branch Name		
	d.	Bank Account No		
	e.	IFSC Code No		
	f.	UTR No	**	
7)	DETAILS	OF THE OFFER/BID:		
	Price Offe	red: Rs	(Amount in figures)	
	Rs		(Amoun	t in words)

Signature

#### **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 M/s Ravi Developments 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 <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a> 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 <a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a> 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.
- (d) I/We further undertakes that we meet the criteria and requirements as set out u/s. 29A of the Code of IBC,2016 and that we shall make full disclosure in respect of itself and all its connected persons as per the provisions of Code and the rules and regulations frame thereunder. I hereby unconditionally state, submit and confirm that I am not disqualified from submitting the offer letter and/or tender to purchase the property 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.

Name and Signature of the Bidder

### On Rs. 600/- Stamp papers with notarisation

То,
The Authorised Officer,
CFM Asset Reconstruction Pvt. Ltd (CFMARC)
Acting as trustee of CFMARC Trust – 2 SVCBL
1 <sup>st</sup> Floor, Wakefield House, Sprott Road, Ballard Estate,
Mumbai 400 038
Mumbai
Affidavit cum Undertaking
I, (name of the Chairman/ MD/ Director/ Authorised
person/partner of the Purchaser Company/ partnership firm/LLP, etc) s/o, aged aboutyears, currently residing at and having Aadhar No, on behalf of (name of the Prospective Purchaser) having registered office 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 am duly authorised 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 DTD, I hereby unconditionally state, submit and confirm that the document is true, valid and genuine.
b. I 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 M/s

- E. 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 executed a guarantee in favour 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.
- F. 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.
- G. 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..
- H.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.
- I. 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..

- J. 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 factual information in relation to at any stage of the sale process.
- K. 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 -----, 2025.

Deponent