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, SPROTT ROAD, BALLARD ESTATE, MUMBAI-400038
EMAIL: info@cfmarc.in, sweta.rana@cfmarc.in, Anmol.mishra@cfmarc.in
CONTACT: 022-40055282, & +917208974553

thoughtful regeneration

SALE NOTICE FOR SALE OF RIGHT, TITLE AND INTEREST IN AN IMMOVABLE UNIT

Notice is hereby given to the public in general and in particular to M/s Three C Facility Management Pvt. Ltd. ("***Borrower***"), M/s Max Estates Limited ("***Successful Resolution Applicant / SRA***"), and the Monitoring Committee constituted under the Resolution Plan of M/s Boulevard Projects Private Limited ("***Corporate Debtor***"), that the right, title and interest of CFM Asset Reconstruction Pvt. Ltd., acting in its capacity as Trustee of CFMARC Trust – 201 ("***the Secured Creditor / CFM ARC***"), to receive allotment of, and/or to enter into a conveyance deed in respect of, the below-described unit ("***Subject Unit***"), arising out of the admitted claim of the Borrower in the Corporate Insolvency Resolution Process of the Corporate Debtor and the mortgage security created in favour of ICICI Bank Limited (now assigned to CFM ARC), will be sold on "As is where is basis", "As is what is basis", "Whatever there is basis", and "No recourse basis" on **10.07.2026** for recovery of **Rs. 30,96,80,403.63/- (Rupees Rupees Thirty Crore Ninety-Six Lakh Eighty Thousand Four Hundred Three and Paise Sixty-Three Only)** pending towards Loan Account No003105029431, by way of outstanding principal, arrears (including accrued interest and other charges) till **10.07.2026** with applicable future interest in terms of the relevant loan documents along with legal expenses and other charges due to the Secured Creditor from M/s Three C Facility Management Pvt. Ltd.

It is clarified that the subject matter of this sale is the ***Right*** of CFM ARC to receive allotment of / enter into a conveyance deed in respect of the Subject Unit pursuant to the Resolution Plan of the Corporate Debtor approved by the Hon'ble National Company Law Tribunal, Principal Bench, New Delhi, vide Order dated 27.02.2023 in CA No. 2778 (PB)/2019 in CP (IB) No. 967(PB)/2018, and not the Subject Unit itself. Physical possession of the Subject Unit has not been taken by CFM ARC and title thereto has not, as on date, been conveyed in favour of CFM ARC. The successful bidder shall acquire only the said Right, subject to all conditions precedent and obligations attached thereto under the approved Resolution Plan.

The Reserve Price for the Right and the Earnest Money Deposit are set out below:

DESCRIPTION OF THE RIGHT / SUBJECT UNIT:	The right, title and interest of CFM Asset Reconstruction Pvt. Ltd. (as assignee of ICICI Bank Limited and successor-in-interest to the admitted claim of M/s Three C Facility Management Pvt. Ltd.) to receive allotment of, and/or to enter into a conveyance deed in respect of, **UNIT NO. 2301, TOWER FS-3, FOUR SEASONS PRIVATE RESIDENCES, DELHI ONE,** having an approximate super area of 4235 sq. ft. (393.43 sq. mtrs.), situated on Plot No. C 001/A, Sector 16B, Noida, District Gautam Budh Nagar, Uttar Pradesh, together with all rights ancillary thereto, arising pursuant to the

	Resolution Plan of M/s Boulevard Projects Private Limited approved by the Hon'ble NCLT, Principal Bench, New Delhi, vide Order dated 27.02.2023 in CA No. 2778 (PB)/2019 in CP (IB) No. 967(PB)/2018 ("Subject Unit" / "Right").
UNDERLYING SECURITY:	Deed of Mortgage (Without Possession) dated 18.01.2017 executed by M/s Three C Facility Management Pvt. Ltd. in favour of ICICI Bank Limited, registered as Vasika No. 26608 before the Sub-Registrar, Gurgaon (rights under which now stand assigned to CFM Asset Reconstruction Pvt. Ltd.).
BASIS OF ENTITLEMENT:	Admitted claim of M/s Three C Facility Management Pvt. Ltd. (through ICICI Bank Limited) before the Resolution Professional of M/s Boulevard Projects Private Limited in the Corporate Insolvency Resolution Process, read with the Resolution Plan approved by the Hon'ble NCLT vide Order dated 27.02.2023 in CA No. 2778 (PB)/2019 in CP (IB) No. 967(PB)/2018.
SECURED DEBT:	**Rs. 30,96,80,403.63/- (Rupees Thirty Crore Ninety-Six Lakh Eighty Thousand Four Hundred Three and Paise Sixty-Three Only)** pending towards Loan Account No. 003105029431 as on 10.07.2026 together with further interest, other costs, and expenses thereon due and payable till final payment.
RESERVE PRICE (RP):	**Rs. 2,40,00,000/- (Rupees Two Crore Forty Lakhs only)**
INSPECTION	Inspection of relevant documents (admitted claim records, assignment deed, mortgage deed, and approved Resolution Plan extracts) available on request. As the Right pertains to an unconstructed/under-construction interest and not physical possession of the Subject Unit, no physical inspection of the Subject Unit is offered by the Secured Creditor; prospective bidders may independently verify status with M/s Max Estates Limited / the Monitoring Committee.
TIME / DATE / PLACE FOR E-AUCTION:	E-Auction/Bidding through website (https://www.bankeauctions.com) Date: 28-07-2026 - Time: 12.00 PM to 1.00 PM.
LAST DATE AND TIME FOR BID SUBMISSION:	On or before 3:00 PM on 27.07.2026
EMD:	Rs. 24,00,000/- (Rupees Twenty-Four Lakhs only)
DETAILS OF BANK ACCOUNT FOR REMITTING THE EMD	Bank Name: Union Bank of India Account Name:- CFM ARC - 201 Account Number: 23000010118200 Branch: Andheri Branch, Mumbai - 400093 IFSC Code: UBIN0800287
CONTACT:	0124-6910910, +91 7208974553

Encumbrances, if any: Not known to the Secured Creditor, save and except: (a) the mortgage security referred to above; and (b) the terms, conditions, and obligations (including the conditions for admission of the underlying claim under Clause 9.1.2 of the approved Resolution Plan, and the allotment terms and conditions including Paragraph 7, Part III thereof) applicable to the Right under the Resolution Plan of the Corporate Debtor.

It is further clarified that: (i) this sale is of the Right only, and is subject to the outcome of pending proceedings, if any, before the Hon'ble NCLT and other competent fora in relation to the underlying claim; (ii) the successful bidder/purchaser shall be required to independently comply with all conditions precedent under the approved Resolution Plan, including but not limited to the allotment terms and conditions and Paragraph 7, Part III (Settlement Proposal) thereof, prior to execution of any conveyance deed by M/s Max Estates Limited / the Corporate Debtor; and (iii) the Secured Creditor makes no representation or warranty as to the timeline for, or eventual execution of, such conveyance deed.

For detailed terms & conditions of the sale, please refer to the link provided on the Secured Creditor's website, i.e. **https://www.cfmarc.in**, for detailed terms & conditions of e-auction/sale and other details before submitting bids for taking part in the e-auction. Bidders may also visit (https://www.bankeauctions.com) or contact No.: Mr. Bhavik Pandya, Contact No. +91 9974887668 E-mail id: gujarat@c1india.com/ support@bankeauctions.com

Sd/-
Authorised Officer
CFM Asset Reconstruction Pvt. Ltd.
Acting as Trustee of CFMARC Trust – 201

Date:- 10.07.2026
Place:- NEW DELHI

TENDER DOCUMENT CUM TERMS AND CONDITIONS OF SALE

- The Online Bids shall be submitted at website **https://www.bankeauctions.com** as per the schedule given therein.
- 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. Bids should be accompanied by scanned copies of Photo ID, preferably PAN Card with Aadhaar Card and address proof documents, mentioning UTR number / Demand Draft / Pay Order i.e., supportive evidence for submitting the Aggregate EMD amount.
- Physical DD can be submitted to the Mumbai office along with KYC once the bid form is submitted online. Intending bidders may avail training for online bidding from M/s. C1 India Private Limited, Address: Plot No. 1502, 15th Floor, Ambadeep Building, 14, K.G. Marg, New Delhi 110001, Mr. Bhavik Pandya, Email: maharashtra@c1india.com, Mobile Number: 8866682937, Helpline No.: 0124-4302020 / 21 / 22, +91 7291981124 / 1125 / 1126.

The details regarding the 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 Person	Mr. Bhavik Pandya, Contact No. +91 8866682937
Helpline Nos.	0124-4302020 / 21 / 22, +91 7291981124 / 1125 / 1126
Email Address	support@bankeauctions.com
Website Address	https://www.bankeauctions.com

- The intending bidder should bid for the Right in its entirety. Bid for any part or portion of the Right, or bids not accompanied by the Aggregate EMD, shall be rejected.
- The person deputed for inspection of documents by the prospective offeror should carry with him appropriate authorisation on the letterhead of the organisation he/she represents, failing which inspection may be refused.
- Offers not accompanied by Aggregate EMD shall be treated as invalid. The Aggregate EMD of unsuccessful bidders shall be refunded within fifteen (15) working 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.
- The Right shall be sold at a price not less than the Reserve Price mentioned hereinabove.
- The entire procedure of conducting the e-auction shall be at the exclusive discretion of the Authorised Officer and the intending purchaser shall have no right to object to the same.
- The bid amount can be improved as per the bid increment set out below, with unlimited automated extensions of 5 minutes each:

Description of Right / Subject Unit	Reserve Price	EMD	Bid Increment
Right to receive allotment of / enter into a conveyance deed in respect of Unit No. 2301, Tower FS-3, Four Seasons Private Residences, Delhi One, Plot No. C 001/A,	Rs. 2,40,00,000/-	Rs. 24,00,000/-	Rs. 2,00,000/-

Sector 16B, Noida, District Gautam Budh Nagar, Uttar Pradesh			

- The Right shall be sold to the highest offeror. The highest offeror shall tender KYC documents to the Authorised Officer for verification immediately. Post such verification, on confirmation of the sale of the Right, the successful offeror will have to immediately, but not later than the 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) favouring CFM-ARC payable at Mumbai, and the balance 75% of the consideration shall be payable by the successful offeror on or before the fifteenth day of confirmation of the sale of the Right, 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 moneys till then paid by the successful offeror and put up the Right 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.
- 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.
- The stamp duty, registration charges, cess, Income Tax, Goods and Services Tax (GST) (if applicable), transfer charges (if any), and all other statutory dues, incidental costs, charges and expenses in connection with the sale/transfer/assignment of the Right shall be borne by the purchaser/successful offeror.
- Transfer/assignment of the Right to the successful offeror shall be done by the Authorised Officer only upon payment of the entire bid consideration, TDS and other charges as per the terms contained herein.
- As from the date of issuance of the Sale/Assignment Certificate, the purchaser shall hold the Right at his/her/their sole risk and cost and neither CFM-ARC nor the Authorised Officer shall be liable for any loss or damage arising therefrom.
- There are presently no encumbrances known to CFM-ARC in respect of the Right, save and except the mortgage security and the conditions and obligations under the approved Resolution Plan as set out in Appendix IV-A.
- The Right is offered for sale on "as is where is", "as is what is", "whatever there is" and "no recourse basis". Neither CFM-ARC nor the Authorised Officer undertakes any responsibility to procure any permission/licence etc. in respect of the Right or the Subject Unit. 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 GST, Income Tax or any other cess, duties, levies by whatever name called, if any, in respect of the Right and the Subject Unit.
- The offerors are advised in their own interest to conduct due diligence and verify the Right and the Subject Unit, as also the above and any other dues from the respective authorities, to their satisfaction before submitting their offers. In particular, offerors are advised to independently verify the status of the admitted claim before the NCLT and the terms of the approved Resolution Plan.

- The successful offeror shall be deemed to have purchased the Right after complete satisfaction as to title, entitlement, and all conditions thereto and shall not be entitled to make any requisition or raise any objection as to the Right or the Subject Unit or any part thereof.
- The successful offeror shall, notwithstanding any discrepancy or variation in the names, quantities, measurements, or description as mentioned herein, accept the Right purchased by it/him/her.
- Conditional offers will be treated as invalid. Correspondence about any change in the offers will not be entertained. Any offeror wishing to give a fresh offer on or before the last date prescribed for submission, may file a fresh offer with appropriate Aggregate Earnest Money Deposit.
- The successful offeror will be bound by the applicable law and the regulations of any local or other authority in regard to the use of the Subject Unit.
- 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 Right shall not be auctioned.
- The offeror shall not be entitled to withdraw or cancel the offer once submitted unless permitted by the Authorised Officer. If the offeror withdraws or cancels the offer, the Aggregate EMD shall be liable to be forfeited and the offeror shall also be liable to pay the Authorised Officer the loss or damage suffered consequent upon such withdrawal or cancellation. The Right will then be resold at the risk and consequences of the offeror.
- On confirmation of sale by CFM-ARC and upon compliance with the terms of payment, the Authorised Officer shall issue a Sale/Assignment Certificate in respect of the Right in favour of the purchaser/successful offeror.
- The sale/assignment certificate will be issued in the name of the purchaser(s) / applicant(s) only and will not be issued in any other name(s).
- The Authorised Officer is selling the Right pursuant to the powers derived from the assignment of rights from ICICI Bank Limited and as Authorised Officer of CFM-ARC. The Right is sold subject to all conditions, obligations, and entitlements as described in the Appendix IV-A and the approved Resolution Plan. The Authorised Officer is not answerable for the correct description, genuineness, veracity, or authenticity of the Right and does not warrant any conditions whatsoever pertaining to the same. The offerors should make their own enquiry and satisfy themselves as to any encumbrances, conditions, reservations, charges, or defects affecting the Right. The offerors are presumed to have taken independent legal or commercial advice before participating in the auction.
- The Authorised Officer reserves the right to reject any or all offers without assigning any reason and, in case all offers are rejected, to hold negotiations with any of the offerors or sell the Right through private negotiations with any offeror or any other party, or to invite fresh offers. CFM-ARC's decision in this behalf shall be final and binding.
- The Authorised Officer will be at liberty to amend/modify/delete any of the above conditions as may be deemed necessary considering the facts and circumstances of the case.
- Disputes, if any, shall be within the jurisdiction of courts and tribunals in Mumbai only.
- The amount of EMD can be deposited directly into the following bank account:

Account Holder	CFMARC Trust 201
Account Number	001402000009331
Bank	Indian Overseas Bank

Branch	30, Tamarind Lane, Mumbai 400 023
IFSC	IOBA0000014

Other terms and conditions pertaining to e-auction:

- Auction/bidding will be only online bidding through the portal provided by the service provider.
- Bidders/Offerors are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
- 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.
- 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.
- Bidders/Offerors should not disclose their user ID, password and other material information relating to the bidding to anyone and should safeguard its secrecy.
- Bidders/Offerors are advised to change the password immediately on receipt from the service provider.
- All bids placed are legally valid bids and are to be considered as bids from the bidder himself/herself. 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.
- 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 the bid in case any stay order is received by CFM-ARC.
- The bidder/offeror shall be solely responsible for all consequences arising out of the bid submitted by him/her (including any wrongful bidding) and no complaint/representation will be entertained in this regard by CFM-ARC. Bidders/Offerors are accordingly cautioned to carefully check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

Sd/-
Authorised Officer

ONLINE BID DOCUMENT

(To be filled online on website https://www.bankeauctions.com)

In the matter of sale of the Right to receive allotment of / enter into a conveyance deed in respect of Unit No. 2301, Tower FS-3, Four Seasons Private Residences, Delhi One, Plot No. C 001/A, Sector 16B, Noida, belonging to M/s Three C Facility Management Pvt. Ltd. (Borrower).

PARTICULARS OF THE OFFEROR/BIDDER:

Name of the Offeror/Bidder: ____
Constitution of the Offeror/Bidder: __________________________________
Postal Address of the Offeror/Bidder: ________________________________
____
Telephone Nos. (O) __________________ (R) ________________________
(Mobile) _____________________ (E-Mail) _____________________________

Document of proof of identity (tick whichever is being attached):

- Driving Licence Number: _____________________
- PAN Card Number: _____________________
- Voter Identity Card Number: _____________________
- Passport Number: _____________________
- Certificate of Incorporation Number: _____________________
- Partnership Agreement details: _____________________

AGGREGATE EMD REMITTANCE WITH BANK DETAILS

Date of remittance: ________________________
Name of Bank: ___________________________
Branch Name: ____________________________
Bank Account No.: _______________________
IFSC Code No.: _________________________
UTR No.: _________________________

OR

Date of Demand Draft: _______________
Name of the Issuing Bank: ____________

DETAILS OF THE OFFER/BID:

Price Offered: Rs. _______________________ (Amount in figures)
Rs. ____ (Amount in words)

DETAILS OF BANK ACCOUNT FOR REFUND OF EMD IN CASE OF UNSUCCESSFUL BID:

Name of Bank: ___________________________
Branch Name: ____________________________
Bank Account No. and Account Name: _______________________
IFSC Code No.: _________________________

NAME AND SIGNATURE OF BIDDER(S)

DECLARATION BY BIDDER/OFFEROR

- **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 the Right to receive allotment of / enter into a conveyance deed in respect of Unit No. 2301, Tower FS-3, Four Seasons Private Residences, Delhi One, Plot No. C 001/A, Sector 16B, Noida belonging to M/s Three C Facility Management Pvt. Ltd. (Borrower) and have understood them fully. I/We hereby unconditionally agree to conform with and to be bound by the said terms and conditions.**
- **I/We, the Offeror/s aforesaid do hereby confirm that I/We have conducted due diligence in respect of the Right and the Subject Unit and have reviewed the relevant documentation, and I/We are satisfied with 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 Right or the Subject Unit.**
- I/We further declare that I/We intend to purchase the above-referred Right from the Authorised Officer of CFM-ARC for our own use/business and that the information revealed by me/us in the tender/offer on **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 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 for purchase of the Right 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 and conditions herein, the Aggregate Earnest Money Deposit and any other monies paid by me/us shall be liable to be forfeited by CFM-ARC and CFM-ARC shall also have a right to proceed against me/us for specific performance of the contract, if so desired.**
- **I/We further undertake that we meet the criteria and requirements as set out under Section 29A of the Insolvency and Bankruptcy Code, 2016 and that I/we shall make full disclosure in respect of ourselves and all connected persons as per the provisions of the Code and the rules and regulations framed thereunder. We shall furnish to that extent an affidavit cum undertaking as required.**

NAME AND SIGNATURE OF BIDDER(S)

ON A PROPER NON-JUDICIAL STAMP PAPER WITH NOTARY

To,
The Authorised Officer,
CFM Asset Reconstruction Pvt. Ltd.
1st Floor, Wakefield House, Sprott Road, Ballard Estate,
Mumbai 400 038

Affidavit cum Undertaking

I/We, ____
____
______
respectively (name of the Prospective Purchaser), do solemnly affirm and state as under:

a. That I/We am/are duly authorised and competent to make and affirm this affidavit for and on behalf of the Prospective Purchaser. I/We hereby unconditionally state, submit and confirm that this 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 Right being: the right, title and interest to receive allotment of, and/or to enter into a conveyance deed in respect of, **Unit No. 2301, Tower FS-3, Four Seasons Private Residences, Delhi One, Plot No. C 001/A, Sector 16B, Noida, District Gautam Budh Nagar, Uttar Pradesh** (hereinafter referred to as "the Right"), by way of public auction sale / private treaty or by way of any other mode of sale, pursuant to the powers of CFM Asset Reconstruction Private Limited (CFMARC) as Secured Creditor.

c. That neither (i) the Prospective Purchaser nor (ii) any person acting jointly or in concert with the Prospective Purchaser nor (iii) any person who is a connected person with the Borrower i.e. M/s Three C Facility Management Pvt. Ltd.:

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

i. is an undischarged insolvent;

ii. is a wilful 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 the Borrower or any Guarantor whose account has been classified as non-performing asset in accordance with the said guidelines, and such classification has continued for a period of one year or more from the date of such classification till the date of submission of this offer and all such overdue amounts along with interest, costs and charges thereon have 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 of 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 a scheme or plan approved by a financial sector regulator or court, and the Prospective Purchaser has not otherwise contributed to such transaction;

vi. 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 disqualifying 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 and that it shall provide all the documents, representations and information as may be required by 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 statements made under this affidavit cum undertaking.

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

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

i. That the Prospective Purchaser agrees and undertakes to disclose/inform CFMARC/Secured Creditor forthwith if the Prospective Purchaser becomes aware of any change in factual information 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 courts/tribunals in Mumbai shall have exclusive jurisdiction over any dispute arising under this affidavit.

Solemnly affirmed at _________________________ on this ________ day of ______________, 2026.

Place:
Deponent(s):