

**PEGASUS ASSETS RECONSTRUCTION PRIVATE LIMITED**55-56, 5th Floor Free Press House Nariman Point,
Mumbai -400021 Tel: -022-61884700Email: sys@pegasus-arc.com URL: www.pegasus-arc.com**PUBLIC NOTICE FOR SALE BY E-AUCTION**

E-auction Notice for Sale of Immovable Property under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Rule 8 and 9 of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the below mentioned borrower ("Borrower"), Co-Borrowers ("Co-Borrowers") and Mortgagors ("Mortgagors") that the below described secured asset mortgaged/charged to the Secured Creditor being **Pegasus Assets Reconstruction Private Limited acting in its capacity as Trustee of Pegasus Group One Trust 37 ("Pegasus")**, having been assigned the debts of the Borrower along with underlying securities, interest by the IndusInd Bank Ltd. (IBL) vide Assignment Agreement dated **29/03/2019** under the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act") are being sold on "As is where is", "As is what is", and "Whatever there is" basis with all known and unknown liabilities.

The Authorized Officer of Pegasus has taken the physical possession of the below mentioned secured assets on **03/08/2023** under the provisions of the SARFAESI Act and Security Interest (Enforcement) Rules, 2002 ("SARFAESI Rules").

THE DETAILS OF AUCTION ARE AS FOLLOWS:

Name of the Borrower:	M/s. Saral Marketing (through its proprietor Mr. Santosh Bhagwan Chaudhari)
Name of the Co-Borrowers and Mortgagors:	a) Mr. Santosh Bhagwan Chaudhari b) Mrs. Suvarna Santosh Chaudhari
Outstanding dues for which the secured assets are being sold	Rs. 86,62,402.74 (Rupees Eighty Six Lakhs Sixty Two Thousand Four Hundred Two and Seventy Four Paise Only) as on 28/09/2020 plus interest at the contractual rate, costs, charges and expenses thereon w.e.f. 29/09/2020 till the date of payment and realization. (as per demand notice issued under section 13(2) of SARFAESI Act) [Rs. 1,38,71,766.23 (Rupees One Crore Thirty Eight Lakhs Seventy One Thousand Seven Hundred Sixty Six and Twenty Three Paise Only) as on 04/12/2024 plus interest at the contractual rate, costs, charges and expenses thereon w.e.f. 05/12/2024 till the date of payment and realization.]
Description of the secured asset being Immovable Properties:	1. "Shop No. 22, admeasuring about 232 Sq. ft. Built up / 193 Sq. ft. Carpet area, on the ground floor, A Wing, of the building known as Shah Complex – III, Palm Beach Road, Plot No. 2, Sector No. 13, Sanpada, Navi Mumbai, District - Thane" AND 2. "Shop No. 26, admeasuring about 173 Sq. ft. Built up / 144 Sq. ft. Carpet area, on the ground floor, A Wing, of the building known as Shah Complex – III, Palm Beach Road, Plot No. 2, Sector No. 13, Sanpada, Navi Mumbai, District - Thane"
CERSAI ID:	Shop No. 22:- Security ID- 400017302401 Asset ID - 200017263539 Shop No. 26:- Security ID- 400017302402 Asset ID – 200017263540
Reserve Price	Rs. 42,44,000/- (Rupees Forty Two Lakhs Forty Four Thousand Only) (For both the properties)
Earnest Money Deposit (EMD):	Rs. 4,24,400/- (Rupees Four Lakhs Twenty Four Thousand Four Hundred Only) (For both the properties)
Claims, if any, which have been put forward against the property and any other dues known to Secured creditor and value	Society charges including contribution to the Sinking Fund, Repairs fund, Major Repairing charges for the building and all other charges as decided by the A.G.M./ S.G.M. amounting to Rs. 74,577/- as on July 2023 with respect to Shop No. 22 and Rs. 73,925/- as on July 2023 with respect to Shop No. 26
Inspection of Properties:	13/12/2024 between 03:00 p.m. to 4:00 p.m.
Contact Person and Phone No:	Mr. Nilesh More – 9004722468 Mr. Gautam Bhalerao – 8999569572 Mr. Ruben Sebastian - 9137296809
Last date for submission of Bid:	26/12/2024 till 05:00 p.m.
Time and Venue of Bid Opening:	E-Auction/Bidding through website (https://sarfaesi.auctiontiger.net) on 27/12/2024 from 11:00 a.m. to 12:00 p.m.

This publication is also a Fifteen days' notice to the aforementioned Borrower/Co-Borrowers/Mortgagors under Rule 8 and 9 of the Security Interest (Enforcement) Rules 2002. For detailed terms & conditions of the e-auction/sale of aforesaid secured asset, please refer to the link provided on Pegasus's website i.e. <http://www.pegasus-arc.com/assets-to-auction.html> or visit the website <https://sarfaesi.auctiontiger.net> or contact service provider M/s. E Procurement Technologies Ltd. Auction Tiger Bidder Support Nos.: Mo.: +91 9265562821 & 9374519754, Email: vijay.shetty@auctiontiger.net, ramprasad@auctiontiger.net, Mr. Ramprasad Mobile No. +91 8000023297, email: support@auctiontiger.net

AUTHORISED OFFICERPlace: Mumbai
Date: 07/12/2024Pegasus Assets Reconstruction Private Limited
(Trustee of Pegasus Group One Trust 37)



पेगासस असेट्स रिकन्स्ट्रक्शन प्रायव्हेट लिमिटेड

५५-५६, ५ वा मजला, फ्री प्रेस हाऊस, नरिमन पॉइंट, मुंबई-४०० ०२१.

दूरध्वनी क्र. : (०२२) ६१८८४७००.

ई-मेल : sys@pegasus-arc.com युआरएल : www.pegasus.arc.com

ई लिलावाद्वारे विक्रीकरिता जाहीर सूचना

सिक्कुरिटी इंटरस्ट (एन्फोर्समेंट) रुल्स, २००२ च्या नियम ८ आणि ९ ला सहवाचन सिक्कुरिटीयझेनशन अँड रिकन्स्ट्रक्शन ऑफ फायनान्शियल असेट्स अँड एन्फोर्समेंट ऑफ सिक्कुरिटी इंटरस्ट अँक्ट, २००२ अंतर्गत स्थावर मिळकतीची विक्री.

सर्वसामान्य जनता आणि विशेषकरून खालील नमूद कर्जदार ("कर्जदार"), सह-कर्जदार ("सह-कर्जदार") व गहाणदार ("गहाणदार") यांना याद्वारे सूचना देण्यात येते की, खालील नमूद स्थावर मिळकती ह्या सरफेसी अँक्टच्या तरतुदीन्वये दिनांक २९/०३/२०१९ रोजीच्या अभिहस्तांकन कराराद्वारे इंडसट्रि बँक लि.(आयबीएल) द्वारे त्यातील तारण हितसंबंधासह खालील नमूद कर्जदाराची थकबाकी अभिहस्तांकित केलेल्या अशा पेगासस ग्रुप वन ट्रस्ट-३७ (पेगासस) चे ट्रस्टी म्हणून त्यांच्या क्षमतेत कृती करण्याच्या पेगासस असेट्स रिकन्स्ट्रक्शन प्रायव्हेट लिमिटेड अशा तारण धनकोंकडे गहाण/प्रभारित आहेत. जे सरफेसी कायदा च्या तरतुदी आणि त्या नियमानुसार सर्व ज्ञात आणि अज्ञात दायित्व सह "जे आहे जेथे आहे", "जे आहे जसे आहे" आणि "जे काही आहे तेथे आहे" तत्त्वाने विकण्यात येणार आहे.

पेगासस ची प्राधिकृत अधिकाऱ्यांनी सरफेसी अधिनियम आणि सिक्कुरिटी इंटरस्ट (एन्फोर्समेंट) रुल्स, २००२ अंतर्गत नियमांच्या (सरफेसी नियम) तरतुदीन्वये ०३/०८/२०२३ रोजी स्थावर मिळकत असलेल्या खालील नमूद तारण मतेच्या प्रत्यक्ष कब्जा घेतला. लिलावाचा तपशील पुढीलप्रमाणे:

लिलावाची तपशील पुढील प्रमाणे :

कर्जदारांचे नाव	१) मे. सरल मार्केटिंग (तर्फे प्रोपराईटर श्री. संतोष भगवान चौधरी)
सहकर्जदार आणि गहाणदारांचे नावे	ए) श्री. संतोष भगवान चौधरी ब) सौ. सुवर्णा संतोष चौधरी
जिच्या करिता तारण मालमत्तेची विक्री होणार आहे त्यासाठी थकीत देय होणार आहे.	रु. ८६,६२,४०२.७४ (रुपये शह्याऐंशी लाख बासष्ट हजार चारशे दोन आणि पैसे चौऱ्याहत्तर मात्र) २८/०९/२०२० रोजीस अधिक सांपाश्चिक दराने व्याज अधिक प्रदान आणि देयाच्या तारखेपर्यंत २९/०९/२०२० पासून त्यावरील परिव्यय, प्रभार, खर्च(सरफेसी अँक्ट च्या कलम १३(२) अन्वये सूचनेनुसार) ०४/१२/२०२४ रोजीस १,३८,७१,७६६.२३/- (रुपये एक कोटी अडतीस लाख एकाहत्तर हजार सातशे सहासष्ट आणि पैसे तेवीस मात्र) अधिक सांपाश्चिक दराने व्याज अधिक प्रदान आणि देयाच्या तारखेपर्यंत ०५/१२/२०२४ पासून त्यावरील परिव्यय, प्रभार, खर्च
जिच्या करिता तारण मालमत्तेची विक्री होणार आहे त्या तारण मालमत्तेची तपशील	१. दुकान क्र २२, मोजमापीत अंदाजे २३२ चौ फुट बिल्ट अप/१९३ चौ फु चर्टई क्षेत्र, तळ मजल्यावर, ए विंग, शाह कॉम्प्लेक्स-III, पाल्म बीच रोड, प्लॉट क्र. २, सेक्टर १३, सानपाडा, नवी मुंबई, जिल्हा-ठाणे आणि २. दुकान क्र २६, मोजमापीत अंदाजे १७३ चौ फु बिल्ट अप/१४४ चौ फु चर्टई क्षेत्र, तळ मजल्यावर, ए विंग, शाह कॉम्प्लेक्स-III, पाल्म बीच रोड, प्लॉट क्र. २, सेक्टर १३, सानपाडा, नवी मुंबई, जिल्हा-ठाणे
सीईआरएसए आयडी	१) दुकान क्र २२ सिक्कुरिटी आयडी- ४०००१७३०२४०१ असेट आयडी- २०००१७२६३५३९ २) दुकान क्र २६ सिक्कुरिटी आयडी- ४०००१७३०२४०२ असेट आयडी- २०००१७२६३५४०
ज्या खालील तारण मालमत्तेची विकलेली जाणार नाही राखीव किंमत	रु. ४२,४४,०००/- (रुपये बेचाळीस लाख चौव्वेचाळीस हजार मात्र) (दोन्ही मिळकतीकरिता)
इसारा अनामत रक्कम (इएमडी) :	रु. ४,२४,०००/- (रुपये चार लाख चोवीस हजार मात्र) (दोन्ही मिळकतीकरिता)
मिळकतीवर करण्यात आलेले कोणतेही दावे आणि तारणी धनकोना ज्ञात असलेली अन्य कोणतीही थकबाकी व मूल्य	सोसायटी प्रभार सह इमारतीकरिता सिंकिंग फंड, रिपेअर्स फंड, मेजर रिपेअरिंग प्रभार आणि सर्व अन्य प्रभार जे ए.जी.एम/एस.जी.एमद्वारे निश्चित केले आहे. दुकान क्र. २२ संदर्भात रु. ७४,५७७/- जुलै २०२३ रोजीस सह दुकान क्र. २६ संदर्भात रु. ७३,९२५/- जुलै २०२३ रोजीस
मिळकतीचे निरीक्षण	१३/१२/२०२४ रोजी दु. ०३.०० ते सं. ४.०० दरम्यान
संपर्क व्यक्ती आणि फोन क्र.	श्री. निलेश मोरे - ९००४७२२४६८ श्री. गौतम भालेराव - ८९९९५६९५७२ श्री. रुबेन सेबास्टियन - ९१३७२९६८०९
बोली सादर करण्यासाठी अंतिम तारीख	२६/१२/२०२४ रोजी दु. ५.०० पर्यंत
बोली उघडण्याचे ठिकाण आणि वेळ	ई-लिलाव/बोली वेबसाईट (https://sarfaesi.auctiontiger.net) मार्फत २७/१२/२०२४ रोजी स. ११.०० पासून दु. १२.०० पर्यंत

सदर प्रकाशन हे सिक्कुरिटी इंटरस्ट (एन्फोर्समेंट) रुल्स, २००२ च्या नियम ८ आणि ९ अंतर्गत वरील नमूद कर्जदार/सह-कर्जदार/गहाणदार यांना पंधरा (१५) दिवसांची सूचना सुध्दा आहे.

विक्रीच्या तपशीलवार अटी आणि शर्तीकरिता, कृपया कोणत्याही बोली सादर करण्यापूर्वी तारण धनकोंची वेबसाईट म्हणजेच <http://www.pegasus-arc.com/assets-to-auction.html> किंवा वेबसाईट <https://sarfaesi.auctiontiger.net> च्या संदर्भ घ्यावा किंवा सेवा पुरवठादार मे. ई-प्रोच्युरमेंट टेक्नॉलॉजीज लि., ऑक्शन टायगर, बिडस सपोर्ट: मोबा: ९२६५५६२८२१/९२६५५६२८१८/९२६५५६२८१९ आणि

हेल्पलाईन क्र. ०७९-६८१३६८१३/६८१३६८८०, श्री. रामप्रसाद, मोबाईल क्र. +९१ ८००००२३२९७, ईमेल: vijay.shetty@auctiontiger.net, ramprasad@auctiontiger.net आणि support@auctiontiger.net. येथे संपर्क साधावा.

प्राधिकृत अधिकारी

ठिकाण : मुंबई

पेगासस असेट्स रिकन्स्ट्रक्शन प्रायव्हेट लिमिटेड

दिनांक : ०७/१२/२०२४

(पेगासस ग्रुप वन ट्रस्ट ३७ चे ट्रस्टी)

DETAILS OF BIDDER – FILL All IN CAPITAL LETTER

Name(s) of Bidder (in Capital)[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

[illegible]

11

— / —

[illegible][illegible][illegible][illegible]

Provide the names of the companies where appointed as a Director

Whether connected to any political party: Yes

☐

No

☐

If Yes, please provide the name of the political party and the connection:

I/We declare that I/We have read and understood all the above terms and conditions of auction sale and the auction notice published in the daily newspaper which are also available in the website <https://.auctiontiger.net> and shall abide by them.

Name & Signature

ANNEXURE-III
DECLARATION BY BIDDER(S)

To,
Authorized Officer

Bank Name : _____,

Date : ____/____/____

1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the sale and have understood them fully. I/We, hereby unconditionally agree to abide with and to be bound by the said terms and conditions and agree to take part in the Online Auction.
2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our offer and that the particulars of remittance given by me/us in the bid form are true and correct.
3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief. 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 offer/bid 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 Authorized Officer and that the Authorized Officer will be at liberty to annul the offer made to me/us at any point of time.
4. I/We understand that in the event of me/us being declared as successful bidder by the Authorized Officer in his sole discretion, I/We are unconditionally bound to comply with the Terms and Conditions of Sale. I/We also agree that if my/our bid for purchase of the asset/s is accepted by the Authorized Officer and thereafter if I/We fail to comply or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any/all of the terms and conditions, the EMD and any other monies paid by me/us along with the bid and thereafter, is/are liable to be forfeited by the Authorized Officer.
5. I/We also agree that in the eventuality of forfeiture of the amount by Authorized Officer, the defaulting bidder shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.
6. I/We also understand that the EMD of all offerer/bidders shall be retained by the Authorised Officer and returned only after the successful conclusion of the sale of the Assets. I/we state that I/We have fully understood the terms and conditions of auction and agree to be bound by the same.
7. The decision taken by Authorized Officer in all respects shall be binding on me/us.
8. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.

Signature: _____

Name: _____

Address: _____

eMail ID: _____

DECLARATION

Re: Source of funds

Property Description:

1. "Shop No. 22, admeasuring about 232 Sq. ft. Built up / 193 Sq. ft. Carpet area, on the ground floor, A Wing, of the building known as Shah Complex – III, Palm Beach Road, Plot No. 2, Sector No. 13, Sanpada, Navi Mumbai, District - Thane"
- AND**
2. "Shop No. 26, admeasuring about 173 Sq. ft. Built up / 144 Sq. ft. Carpet area, on the ground floor, A Wing, of the building known as Shah Complex – III, Palm Beach Road, Plot No. 2, Sector No. 13, Sanpada, Navi Mumbai, District - Thane"

I/we hereby declare that the funds remitted by us for the bid in the e-auction held on **27/12/2024** in the matter of M/s. Saral Marketing are from genuine personal/business sources.

I/we hereby further declare that the said funds do not originate from any unlawful source and are in no way connected to terrorist financing, money laundering or any other criminal activity or activity of suspicious nature.

I hereby agree to indemnify **Pegasus Assets Reconstruction Pvt. Ltd.** with respect to any loss or damage (including third party claims or litigation costs) that **Pegasus Assets Reconstruction Pvt. Ltd. or its Directors/officers** may suffer or incur by reason of this declaration or any part thereof being false, incorrect or misleading.

Yours truly,

Affidavit cum Declaration

Property for which bid submitted ("Property"):

1. "Shop No. 22, admeasuring about 232 Sq. ft. Built up / 193 Sq. ft. Carpet area, on the ground floor, A Wing, of the building known as Shah Complex – III, Palm Beach Road, Plot No. 2, Sector No. 13, Sanpada, Navi Mumbai, District - Thane" **AND**
2. "Shop No. 26, admeasuring about 173 Sq. ft. Built up / 144 Sq. ft. Carpet area, on the ground floor, A Wing, of the building known as Shah Complex – III, Palm Beach Road, Plot No. 2, Sector No. 13, Sanpada, Navi Mumbai, District - Thane"

Mortgagor of the Property ("Mortgagor"): Mr. Santosh Bhagwan Chaudhari

Name of the borrower / co-borrower / guarantor / mortgagor ("Borrowers"):

1. M/s. Saral Marketing (through its proprietor Mr. Santosh Bhagwan Chaudhari)
2. Mr. Santosh Bhagwan Chaudhari
3. Mrs. Suvarna Santosh Chaudhari

I/We, _____, R/o _____, have submitted bid for the Property being sold by way of public e-auction by Pegasus Assets Reconstruction Private Limited acting in its capacity as trustee of _____ ("Pegasus").

I/We, _____, _____ R/o _____ do hereby solemnly swear and affirm:

1. I/We understand that the following persons are ineligible to participate in the auction of the Property (Ref. Section 29A of IBC):
 - (1) if such person, or any other person acting jointly or in concert with such person –
 - (a) is an undischarged insolvent;
 - (b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
 - (c) at the time of submission of the bid for the Property, has an account, or an account of any of the Mortgagor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of submission of bid:

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

Provided further that nothing in this clause shall apply to a bidder where such bidder is a financial entity and is not a related party to the Mortgagor.

Explanation I.- For the purposes of this proviso, the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the Mortgagor and is a related party of the Mortgagor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares or completion of such transactions as may be prescribed, prior to the submission of bid.

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

- (d) has been convicted for any offence punishable with imprisonment –
 - (i) for two years or more under any Act specified under the Twelfth Schedule of IBC; or
 - (ii) for seven years or more under any law for the time being in force:
Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment:

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

- (e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):
Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of *Explanation I*;
- (f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- (g) has been a promoter or in the management or control of any Mortgagor in which a preferential transaction, undervalued

transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under IBC:

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

- (h) has executed a guarantee in favour of a creditor in respect of a Mortgagor against which an application for insolvency resolution made by such creditor has been admitted under IBC and such guarantee has been invoked by the creditor and remains unpaid in full or part;
- (i) is] subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- (j) has a connected person not eligible under clauses (a) to (i).

*Explanation*⁵[I]. — For the purposes of this clause, the expression "connected person" means—

- (i) *any person who is the promoter or in the management or control of the Mortgagor; or*
- (ii) *any person who shall be the promoter or in management or control of the business of the Mortgagor during the implementation of the resolution plan / submission of bid; or*
- (iii) *the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii):*

Provided that nothing in clause (iii) of *Explanation I* shall apply to a bidder where such bidder is a financial entity and is not a related party of any of the Mortgagor:

Provided further that the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the Mortgagor and is a related party of the Mortgagor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares or completion of such transactions as may be prescribed, prior to the submission of bid;

Explanation II— For the purposes of this section, "financial entity" shall mean the following entities which meet such criteria or conditions as the

Central Government may, in consultation with the financial sector regulator, notify in this behalf, namely:

- (a) a scheduled bank;
- (b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organisation of Securities Commissions Multilateral Memorandum of Understanding;
- (c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to the term in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);
- (d) an asset reconstruction company registered with the Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);
- (e) an Alternate Investment Fund registered with Securities and Exchange Board of India;
- (f) such categories of persons as may be notified by the Central Government.

2. I/We _____ are not disqualified from submitting bid for the above mentioned property being sold by way of public e-auction by Pegasus Assets Reconstruction Private Limited acting in its capacity as trustee of _____.
3. That no insolvency under the IBC is contemplated or pending against me/us before any of the NCLT/NCLAT or any other court.

Deponent

Verification

The above deponent solemnly affirms contents of para no. 1-3 of this affidavit to be true and correct.

Deponent

DECLARATION OF BENEFICIAL OWNERSHIP FOR COMPANIES

(Applicable to Pvt Ltd. Company/Public Ltd. Company/Foreign Ltd. Company/OBC)

1. Name of Company: _____

2. Registered Number: _____

3. Registered Address: _____

The Company as stated above hereby confirms and declares that on the below date:

(Please tick the correct box)

The following **natural person(s)** (listed in Table below) exercise control or ultimately have a controlling ownership interest in the Company i.e., having ownership/entitlement of **more than 10%** of shares/capital/profits or controlling through voting rights, agreement, arrangement, etc.

Or

There are **no natural person(s)** who exercise control or ultimately have a controlling ownership interest in the Company as stated above, therefore details of natural person(s) holding the position of directors/senior management in the Company are given in the Table.

(*If you have ticked any of the above, please complete Table below before signing the declaration)

Sr No.	Full Name of Beneficial owner/controlling natural person(s)	Date of Birth	Nationality	Address	Type of KYC Documents		Controlling ownership Interest (%)
					Identity	Address	

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The Company is listed on _____ (Name of the Stock Exchange) or is a majority owned subsidiary of _____ (Name of the listed Company) listed on _____ (Name of the Stock Exchange).

The Company undertakes that the facts stated above are true and correct.

The Company undertakes and agrees that it will notify **Pegasus** without delay or any changes to the controlling shareholders, person exercising control or having controlling ownership interest in the Company, as declared in **the table above**.

For and on behalf of [name of Company]

Signature of the Authorised Official: _____

(to be signed by the official authorised to sign the Board Resolution)

Full name of the authorised official: _____

Designation/Position: _____

Date: _____

To,

Pegasus Assets Reconstruction Private Limited

55-56, 5th Floor, Free Press House,

Nariman Point,

Mumbai – 400 020

Sub: Consent for KYC Verification

Dear Sir,

I / we had bid for the property put on sale by you under SARFAESI Act. At the time of bidding / purchase, I / we had submitted my / our KYC documents.

I / We understand that as per the applicable laws you are required to do KYC Verification.

1. In view of the above, for entering into any transaction:

a) I voluntarily opt to share my KYC Identifier details with Pegasus Assets Reconstruction Private Limited (“Pegasus”) as part of the customer due diligence (“CDD”) procedure, and provide my explicit consent to Pegasus to download the necessary information from the Central KYC Records Registry; OR

b) I voluntarily opt for Aadhaar based KYC due diligence, or e-KYC or offline verification, and submit to Pegasus, my Aadhaar number, Virtual ID, e-Aadhaar, XML, Masked Aadhaar, Aadhaar details, demographic information, identity information, Aadhaar registered mobile number, face authentication details and/or biometric information; OR

c) I voluntarily opt to provide my consent and furnish my Officially Valid Document (“OVD”), more specifically, my passport, driving licence, proof of possession of Aadhaar number, the Voter's Identity Card issued by the Election Commission of India, job card issued by NREGA duly signed by an officer of the State Government and letter issued by the National Population Register containing details of name and address; and where the OVD furnished by me does not have the updated address, the documents or the equivalent e-documents shall be OVDs for a limited purpose: (i) utility bill not older than two months; or (ii) property or municipal tax receipt; or (iii) applicable pension or family pension payment orders issued by government or public sector undertaking (PSU); (iv) letter of allotment of accommodation issued by government, regulatory bodies, PSUs, scheduled commercial banks financial institutions and listed companies or leave and licence agreements with such employers allotting official accommodation.

2. I am informed by Pegasus and understand that:

a) submission of Aadhaar is not mandatory, and there are alternative options for KYC due diligence and establishing identity including by way of physical KYC with OVD other than Aadhaar and all these options were given to me;

b) where the Permanent Account Number (PAN) is obtained, Pegasus shall verify the PAN using the verification facility of the Income Tax Department;

c) where details of Goods and Services Tax (GST) are available, Pegasus shall verify the GST number using the search/verification facility of the Central Board of Indirect Taxes;

d) for e-KYC/authentication/online verification, Pegasus will share Aadhaar number with Central Identities Data Repository (CIDR) UIDAI, and CIDR/UIDAI will share with Pegasus, authentication data, Aadhaar data, demographic details, registered mobile number, identity information, which shall be used for the informed purposes mentioned in point no. 3 below.

3. I authorise and give my consent to Pegasus (and its service providers), for following informed purposes:

a) periodically updating of the information submitted to ensure that documents, data or information collected under the CDD process is kept up-to-date and relevant by undertaking reviews of existing records at periodicity prescribed by the Reserve Bank of India (RBI);

b) KYC and periodic KYC process as per the Prevention of Money Laundering Act, 2002, and rules there under and RBI guidelines, or for establishing my identity, carrying out my identification, online verification or e-KYC or yes/no authentication, demographic or other authentication/verification/identification as may be permitted as per applicable law, for all relationship of/through Pegasus, existing and future;

c) collecting, sharing, storing, preserving information, maintaining records and using the information and authentication/verification/identification records: (i) for the informed purposes above; (ii) as well as for regulatory and legal reporting and filings; and/or (iii) where required under applicable law;

d) producing records and logs of the consent, information or of authentication, identification, verification etc., for evidentiary purposes including before a court of law, any authority or in arbitration.

4. I / We understand that the Aadhaar number will not be stored/ shared except as per law and regulations. I / We will not hold Pegasus or its officials responsible in the event this document submitted by me / us is not found to be in order or in case of any incorrect information provided by me / us.

5. In case of offline KYC, I hereby confirm that I have downloaded the e-Aadhaar myself using the OTP received on my Aadhaar registered mobile number.

The above consent and purpose of collecting Information has been explained to me in my local language.

Name: _____

Signature: _____

Date: _____