

PAISALO DIGITAL LIMITED

REGISTERED OFFICE AT:

**CSC POCKET 52, CR PARK,
NEAR POLICE STATION, NEW DELHI - 110019**

HEAD OFFICE AT:

PAISALO HOUSE, 74, GANDHI NAGAR, NH-2, AGRA-282003 (U.P.)

BID DOCUMENT

FOR

**PUBLIC AUCTION OF SECURED ASSET(S) MORTGAGED BY
M/S RECCO STRUCTURALS PVT. LTD. AND M/S AURA TOWN PLANNERS PVT. LTD. (MORTGAGORS)
IN THE LOAN ACCOUNT OF M/S ROHTAS PROJECTS LTD.**

**IN ACCORDANCE WITH THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND
ENFORCEMENT OF SECURITIES INTEREST ACT, 2002 (ALSO KNOWN AS THE SARFAESI ACT) READ
WITH SECURITY INTEREST (ENFORCEMENT) RULES, 2002**

ISSUED BY AUTHORISED OFFICER (AO) OF PAISALO DIGITAL LIMITED

E-AUCTION SALE NOTICE



PAISALO DIGITAL LIMITED, CSC, Pocket-52, Near Police Station, C.R. Park, New Delhi-110019, Head Office at: Paisalo House, 74, Gandhi Nagar, NH-2, Agra – 282003, website: **www.paisalo.in**, e-mail: **legal@paisalo.in**

PUBLIC NOTICE FOR E-AUCTION

e-Auction Notice for auction of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Rule 6, Rule 8 & Rule 9 of Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the public in general and in particular to the Borrower and Guarantor(s)/Mortgagor(s) that the below described immovable properties mortgaged/charged to Paisalo Digital Limited to secure the secured debts in loan account detailed below, acting in its capacity as "Secured Creditor", the physical possession of which has been taken by the Authorised Officer of Paisalo Digital Limited Secured Creditor, will be sold on "As is where is", "As is what is", and "Whatever there is" basis as under:

Name of the Borrower/ Guarantor(s)/Mortgagor	Outstanding dues of the Borrower(s) (Rs.)	Description of the Secured Asset	Reserve Price (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Minimum Increment in Bidding Process (Rs)
Borrower: M/s. Rohtas Projects Limited. Regd. Off: Flat No. 2, Ist Floor, F-50B Madhu Vihar Extension, Patparganj, New Delhi-110092 also at: 27/18, Raja Ram Mohan Rai Marg, Lucknow-226001 (U.P.) and Guarantors: (1) Mr. Pankaj Rastogi S/o. Mr. Jawahar Lal Rastogi , R/o. 14/1, Joppling Road, Lucknow-226001 (U.P.) (2) Mr. Paresh Rastogi S/o. Mr. Laxmi Chandra Rastogi , R/o House No. 803, Rohtas Court, Gokhale Marg, Lucknow- 226001 (U.P.) (3) Mr. Piyush Rastogi S/o. Mr. Laxmi Chandra Rastogi , R/o 14/1, Joppling Road, Lucknow-226001 (U.P.) (4) M/s. Aura Town Planners Private Limited (Through its Directors) Regd. Off: Flat No. 2, First Floor, F-50B, Madhu Vihar Extension, Patparganj, New Delhi- 110092 (5) M/s. Recco Structural Private Limited Through its Directors Regd. Off: Flat No. 2, First Floor, F-50B, Madhu Vihar Extension, Patparganj, New Delhi- 110092	Rs. 11,36,46,040/- (Rs. Eleven Crore Thirty Six Lakh Forty Six Thousand Forty only) as on 06.10.2017 plus applicable future interest w.e.f. 06.10.2017 till the actual repayment/ realization after adjustment of repayment/ realization, if any	1. Land admeasuring 31130 sq.mtr. comprised in Khasra No. 133, 95, 240, 69 & 91 and 117 (Part), Village Pursaini, Tehsil Mohanlalganj, Distt. Lucknow mortgaged by M/s Recco Structural Private Limited (Guarantor) (M/s Recco Structural Private Limited mentioned as "M/s Recco Structures Pvt. Ltd." in original sale deeds) 2. Land admeasuring 5400 sq.mtr. comprised in Khasra No. 204 Village Pursaini, Tehsil Mohanlalganj, Distt Lucknow mortgaged by M/s. Aura Town Planners Pvt. Ltd. (Guarantor)	15,59,70,000/- (Rupees Fifteen Crore, Fifty Nine Lakh, Seventy Thousand Only)	1,55,97,000 /- (Rupees One Crore, Fifty Five Lakh, Ninety Seven Thousand Only)	1,00,000/-
Last date of deposit of Earnest Money				07.01.2026 till 6 PM	
Date & Time of e-auction				08.01.2026 between 12 PM to 1	

For detail terms and conditions of the sale, please visit the Link: www.paisalo.in and click on Assets under Sale tab. For any clarification/information, interested parties may contact the Authorised Officer at mobile no. +91-7251888435 or email at legal@paisalo.in.

Paisalo Digital Limited is not responsible for any liabilities whatsoever pending upon the property as mentioned above. The property shall be auctioned on "As is where is", "As is what is" and "Whatever there is" basis.

The Sale will be done by the undersigned through e-auction platform provided at Web Portal: <https://sarfaesi.auctiontiger.net>. All Interested participants / bidders are requested to visit the website <https://sarfaesi.auctiontiger.net>. For details, help, procedure and online training on e-auction, prospective bidders may contact M/s. e-Procurement Technologies Ltd.; Contact **Mr. Ram Sharma** Contact number: **8000023297** email id: ramprasad@auctiontiger.net, support@auctiontiger.net.

Please note the sale is strictly subject to the terms & conditions incorporated in this Auction Sale Notice and the Bid Document (published in the Link <https://sarfaesi.auctiontiger.net>) containing details of the Secured Asset(s) and particulars of terms and conditions of sale forming part of this Auction sale notice.

DATE: 15.12.2025
PLACE: AGRA

AUTHORISED OFFICER
PAISALO DIGITAL LIMITED

I. TERMS & CONDITIONS OF ONLINE AUCTION

- (1) The auction sale shall be **"online e-auction"** bidding through website <https://sarfaesi.auctiontiger.net> **on the dates as mentioned in the table above with further Extension of 5 Minutes.**
- (2) The interested bidders are required to register themselves with the portal and obtain login ID and Password well in advance, which is mandatory for e-bidding, from auction service provider **M/s E-Procurement Technologies Ltd. (Auction Tiger) Ahmadabad (Contact Person: Mr. Ram Sharma Cell no. 8000023297, Email: ramprasad@auctiontiger.net, Email. support@auctiontiger.net)** Please note that, Prospective bidders may avail online training on e-auction from their registered mobile number only.
- (3) The intending purchaser/bidder is required to submit amount of the Earnest Money Deposit (EMD) by way of Demand Draft/PAY ORDER drawn on any nationalized or scheduled Commercial Bank in favor of **"Paisalo Digital Ltd." payable AT PAR/New Delhi or NEFT/RTGS in the account of "Paisalo Digital Ltd"; Account No. 0983008700001370; IFSC Code- PUNB0098300; MICR CODE: 282024010; Branch: Punjab National Bank, Surya Nagar Branch, Agra;** on or before 07.01.2026 and register their name at <https://sarfaesi.auctiontiger.net> and get user ID and password free of cost and get training on e-Auction from the service provider. After their Registration on the web-site, the intending purchaser/bidder is required to get the copies of the following documents submitted {1. Copy of the NEFT/RTGS challan/DD copy/ Pay order; 2. Copy of PAN card and 3. Copy of proof of address (Passport, Driving License, Voter's I-Card or Aadhar Card, Ration Card, Electricity Bill, Telephone Bill, Registered Leave License Agreement)} by the last date of submission of the EMD(s) as mentioned in the sale notice and also submit hardcopy thereof at the Head Office mentioned hereinabove.
- (4) Bid must be accompanied with EMD (Equivalent to 10% of the Reserve Price) by way of Demand Draft/ Pay order in favour of **"Paisalo Digital Ltd." payable AT PAR/ New Delhi or NEFT/RTGS in the account of "Paisalo Digital Ltd"; Account No. 0983008700001370; IFSC Code- PUNB0098300; MICR CODE: 282024010, Branch: Punjab National Bank, Surya Nagar Branch, Agra; on or before date and time mentioned above.**
- (5) Bids that are not filled up or Bids received beyond last date will be considered as invalid Bid and shall be summarily rejected. No interest shall be paid on the EMD. Once the bid is submitted by the Bidder, same

cannot be withdrawn. If the bidder does not participate in the bid process, EMD deposited by the Bidder shall be forfeited without further recourse. However, EMD deposited by the unsuccessful bidder shall be refunded without interest.

- (6) The bid price to be submitted shall be above the Reserve Price along-with increment value of Rs. 1,00,000/- (Rupees One Lakh only) and the bidder shall further improve their offer in multiple of Rs. 1,00,000/- (Rupees One Lakh only). The property shall not be sold below the Reserve Price set by the Authorised Officer.
- (7) The successful bidder is required to deposit 25% of the sale price (inclusive of EMD) immediately but not later than next working day by Demand Draft drawn in favour of **"Paisalo Digital Ltd."** payable **AT PAR/ NEW DELHI** or NEFT/RTGS in the account of **"Paisalo Digital Ltd"; Account No. 0983008700001370; IFSC Code- PUNB0098300; MICR CODE: 282024010; Branch: Punjab National Bank, Surya Nagar Branch, Agra;** and the balance amount of sale price shall be paid by the successful bidder within 15 days from the date of confirmation of sale by the Company or such extended period as may be agreed upon in writing by the Authorised Officer. The EMD as well as Sale Price paid by the interested bidders shall carry no interest. The deposit of EMD or 10% of sale price, whatever may be the case shall be forfeited by the Company, if the successful bidder fails to adhere to terms of sale or commits any default.
- (8) On compliance of terms of Sale, Authorised officer shall issue "Sale Certificate" in favour of highest bidder. All the expenses related to stamp duty, registration charges, conveyance, TDS etc. to be borne by the purchaser.
- (9) The Seller does not take any responsibility to procure permission / NOC from any authority or under any other law in force in respect of property offered or any other dues i.e. outstanding water/electricity dues, property tax or other charges, if any.
- (10) The successful bidder shall bear all expenses including pending dues of any Development Authority, if any/ taxes/ utility bills etc. to the Municipal Corporation or any other authority/ agency and fees payable for stamp duty /registration fees etc. for registration of the Sale Certificate.
- (11) The Authorised Officer reserves the absolute right and discretion to accept or reject any or all the offers/bids or adjourn/cancel the sale without assigning any reason or modify any terms of sale without any prior notice. The immovable property shall be sold to the highest bidder. However, the Authorised Officer reserves the absolute discretion to allow inter-se bidding, if deemed necessary.
- (12) To the best of its knowledge and information, the Company is not aware of any encumbrances on the property to be sold except of the Company. However, the interested bidders should make their own assessment of the property to their satisfaction. The Company does not in any way guarantee or makes any representation with regard to the fitness/title of the aforesaid property. For any other information, the Authorised Officer shall not be held responsible for any charge, lien, encumbrances, property tax or any other dues to the Government or anybody in respect of the aforesaid property.
- (13) Further interest will be charged as applicable, as per the loan documents/order of court on the amount outstanding in the notice and incidental expenses, costs, etc. is due and payable till its actual realization.
- (15) Online E-auction participation is mandatory in the auction process by making application in prescribed format which is available along-with the offer/tender document on the website. Bidders are advised to go through the website <https://sarfaesi.auctiontiger.net> for detailed terms and conditions of auction sale before submitting their bids and taking part in e-auction sale proceedings. Online bidding will take place at web-site of organization as mentioned hereinabove, and shall be subject to the terms and conditions contained in the tender document. The Tender Document and detailed Terms and Conditions for the Auction may be obtained from the office of **Paisalo Digital Ltd. at Paisalo House, 74, Gandhi Nagar, NH-2, Agra – 282003** or from its registered office situated at **CSC, Pocket 52, C R Park, Near Police Station, New Delhi – 110019**. A copy of the Bid form along with the enclosure submitted online (also mentioning UTR Number) shall be handed over to **Mr. Satendra Srivastava Mob. No +91-7251888435; at, Paisalo Digital Ltd. ADDRESS:- Paisalo House, 74, Gandhi Nagar, NH-2, Agra**

– 282003 or at its registered office situated at CSC, Pocket 52, C R Park, Near Police Station, New Delhi – 110019 on or before date and time mentioned above. (Please refer to the details mentioned in table above).

- (16) The property shall be sold on "As is Where is Basis" and "As is What is Basis" and "Whatever there is" condition and the intending bidder should make discreet enquiries as regards the encumbrance, charge and statutory outstanding on the property of any authority besides the Company's charges and should satisfy themselves about the title, extent, quality and quantity of the property before submitting their bid. No claim of whatsoever nature regarding the property put for sale, charges and encumbrances over the property or any other matter etc. will be entertained after submission of the online bid and at any stage thereafter. The Seller shall not be responsible for anything whatsoever including damages or eviction proceeding, etc.
- (17) The interested parties were given 30 days sale notice (in terms of Rules 6(2) and 8(6) of the Security Interest (Enforcement) Rules, 2002) as applicable and were hereby given a last and final opportunity to discharge the liability in full on or before the 19.11.2025. Subsequently, the auction dated 19.11.2025 failed.

This publication is also a '15' (Fifteen) days' notice to the Borrower / Mortgagor / Guarantors of the above said loan account pursuant Rule 9(1) of Security Interest (Enforcement) Rules 2002. This publication is also a '15' (Fifteen) days' notice to the Borrower / Mortgagor / Guarantors of the above said loan account to discharge the liability in full and pay the dues as mentioned above along with upto date interest and expenses within 15 days from the date of this notice, failing which the Secured Asset will be sold as per the terms and conditions mentioned above. In case there is any discrepancy between the publications of Sale notice in English and Vernacular newspaper, then in such case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity. If the borrower/mortgagors pays the amount due to the Company, in full before the date of sale, auction is liable to be stopped.

For further details and queries, contact Authorized Officer, Mr. Satendra Srivastava Mob. No +91-72518 88435 Email: legal@paisalo.in

DATE: 15.12.2025
PLACE: AGRA

AUTHORISED OFFICER
PAISALO DIGITAL LIMITED

II. BACKGROUND

1. M/s Rohtas Projects Limited (**Borrower Company**) had availed three loans totaling to Rs. 10,00,00,000/- (Rupees Ten Crore Only) from M/s S.E. Investments Limited (Now known as Paisalo Digital Limited) having its registered office at CSC, Pocket-52, Near Police Station, C.R. Park, New Delhi-110019 and Head Office at Paisalo House, 74, Gandhi Nagar, NH-2, Agra-282003 (U.P.) (hereinafter referred to as "**Company**") vide three Hypothecation/Loan Agreements all dated 21.03.2016 bearing Loan Account Nos. LD4285, LD4286 & LD4287 which were repayable together with interest in monthly installments as per the Loan Agreements.
2. To secure the repayment of the above loans, the **Guarantors** (1) Mr. Pankaj Rastogi S/o. Mr. Jawahar Lal Rastogi, (2) Mr. Paresh Rastogi S/o. Mr. Laxmi Chandra Rastogi, (3) Mr. Piyush Rastogi S/o. Mr. Laxmi Chandra Rastogi, (4) M/s. Aura Town Planners Private Limited (5) M/s. Recco Structurals Private Limited had given their guarantees.
3. In order to secure the aforesaid loans, M/s. Aura Town Planners Private Limited and M/s. Recco Structurals Private Limited being the guarantors in aforesaid loans, mortgaged their immovable properties, (1) Land admeasuring 31130 sq.mtr. comprised in Khasra No. 133, 95, 240, 69 & 91 and 117 (Part), Village Pursaini, Tehsil Mohanlalganj, Distt. Lucknow mortgaged by M/s Recco Structurals Private Limited (Guarantor) through Registered Mortgage Deed dated 28.03.2016 and (2) Land admeasuring 5400 sq.mtr. situated at

Khasra No. 204, Village Pursaini, Tehsil Mohanlalganj, Distt. Lucknow mortgaged by M/s Aura Town Planners Private Limited (Guarantor) through Registered Mortgage Deed dated 28.03.2016.

4. Due to default committed by the Borrower Company /Guarantors, the Company/Seller issued statutory Demand Notice dated 07.10.2017 u/s 13(2) of the SARFAESI Act to the Borrower Company/Guarantors, wherein the Company granted 60 days time to the Borrower Company/Guarantors to clear the outstanding dues as per the loan agreements dated 21.03.2016. Thereafter, the Company issued the Possession Notice u/s 13(4) of the SARFAESI Act on 27.12.2017. The said Possession Notice was also published on 29.12.2017 in Business Standard (English) and (Hindi).
5. The company had previously held sale auction on 11-06-2019 and 19-11-2025 under rule 8(5) of Security Interest (Enforcement) Rules 2002 which were unsuccessful. Now fresh bid is seeking after revising the Reserve Price.

III. DETAILS OF SECURED ASSET(S) FOR SALE

DESCRIPTION OF SECURED ASSET(S)
(1) Land admeasuring 31130 sq.mtr. comprised in Khasra No. 133, 95, 240, 69 & 91 and 117 (part), Village Pursaini, Tehsil Mohanlalganj, Distt. Lucknow (2) Land admeasuring 5400 sq.mtr. comprised in Khasra No. 204 Village Pursaini, Tehsil Mohanlalganj, Distt Lucknow

IV. OUTSTANDING DUES & ENCUMBRANCES

Total amount recoverable by Paisalo Digital Ltd. from 'Borrower/Mortgagor(s)/ Guarantor(s) is Rs. 11,36,46,040/- (Rupees Eleven Crore Thirty Six Lakh Forty Six Thousand Forty only) as on 06.10.2017 together with further interest and charges.

Encumbrances:

- No encumbrances known to AO.

V. FORMS

A: AUCTION BID FORM

To,

**AUTHORISED OFFICER,
PAISALO DIGITAL LIMITED,
CSC POCKET-52, NEAR POLICE STATION, C.R. PARK,
NEW DELHI-110019
EMAIL: legal@paisalo.in**

SUB: PUBLIC AUCTION SALE OF SECURED ASSET(S) WITH RESPECT TO SECURED DEBT PERTAINING TO M/S ROHTAS PROJECTS LTD. UNDER SECURITY INTEREST (ENFORCEMENT) RULES, 2002

I/We, the bidder /s, do hereby state that, I/we have read the Bid Document and the terms and conditions of Auction Sale and the respective advertisement and understood them fully. I/We hereby unconditionally agree to conform with and to be bound by the said conditions. My/Our offer for purchase of the Secured Asset(s) as appearing in the Bid Document is as under:

Name of Bidder(s)	
Authorised Signatory (in case of company/firm)	
Father's / Husband's Name	
Date of Birth/Date of Incorporation	
Address of the Bidder Office / Residence (attested proof enclosed as Annexure ____)	
Identification Proof enclosed (attested)	Adhar Card No. PAN Card No. Passport / Voter ID Card/ Driving License etc.
Phone Nos.	Landline: Mobile. Fax.
E-Mail ID of Bidder	
Details of Property/Secured Asset(s) for Sale	(1) Land admeasuring 31130 sq.mtr. comprised in Khasra No. 133, 95, 240, 69 & 91 and 117 (part), Village Pursaini, Tehsil Mohanlalganj, Distt. Lucknow (2) Land admeasuring 5400 sq.mtr. comprised in Khasra No. 204 Village Pursaini, Tehsil Mohanlalganj, Distt Lucknow
<u>EMD Details:</u> (please note separate	RTGS/NEFT No. DD/ PAY ORDER NO. Date:

	Drawn on: Payable at:
Initial Bid Amount (In Fig. & in Words) *	
Bank Account details from which EMD paid (Cancelled Cheque attached)	
Date of submission of Auction Application:	

Signature of the Bidder/
Authorized Signatory
(Mr./Ms. _____)
(Rubber stamp of the company/firm)
Mob.: _____
e-mail: _____

Enclosures of Auction Form:

1) Proof of EMD in case of DD/Pay Order:

a. Original DD/Pay Order No. _____ Dated: _____ Drawn on Bank _____
Payable at _____

2) Proof of EMD in case of RTGS/NEFT:

a. RTGS/NEFT Number with proof of remittance of the EMD amount into the account stipulated in Bid Document.

3) Self-Attested Aadhar Card/Voter ID Card, PAN Card of bidder.

4) In case of Company or Firm [strike-off whichever is not applicable]

- a. Certified copy of Certificate of Incorporation,
- b. Certified copy of Board Resolution,
- c. Copy of Partnership Deed in case of Partnership Firm.
- d. Authorisation letter in favour of one of the partners.
- e. Self-Attested Aadhar Card/Voter ID Card, PAN Card of Company and its authorised signatory.

5) Signed Bid Document [Bid Document signed by the tenderer on every page].

Note: 1. In case of multiple bidder(s), the details shall be given in a tabular form on a separate sheet.

B: DECLARATION BY THE BIDDER

DECLARATION BY BIDDER(S)

To,
The Authorised Officer
Paisalo Digital Limited
CSC, Pocket-52, Near Police Station,
C.R. Park, New Delhi-110019

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 offeror/bidders shall be retained by the Company 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 Authorised Officer in all respects shall be binding on me/us.
8. The decision taken by the Authorised Officer with respect to the selection of the Successful Bidder and communicated to us through the Agency or by the Seller shall be binding on me/us.
9. I/ We also undertake to abide by the additional conditions if announced during the e-auction including any announcement for correction of and/or additions or deletions to the time of the auction and Properties being offered for sale.
10. I/We also confirm that I/ we have taken training on the on-line bidding/auction and confirm that I' am/ we are fully conversant with the functionality and process.

11. I/We confirm that the Agency and/or its vendors, shall not be liable and/ or responsible in any manner whatsoever for my/our failure to access and bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
12. I/We understand that the Authorised Officer reserves the right to reject all / any applications without assigning any reasons whatsoever at any stage.
13. The purchase price payable by me/us to you for purchase of the above mentioned premises is on "as-is-where-is", "as is what is" and on "Whatever there is" basis.
14. The balance of the purchase-price, i.e. the price quoted by me/ us for the said premises in this Tender (after adjusting the EMD i.e. 10% of the offered amount) shall be payable by me/us to you within 15 Days after confirmation of sale, as mentioned in the tender document.
15. I/We understand that the time for payment of the balance purchase price as indicated in the tender document are essence of the contract.
16. I/We understand that, if for any reason whatsoever the sale is not completed within the period stipulated hereinafter by making payment of balance price to you then you shall be entitled to terminate/ revoke the sale and the sale shall stand cancelled whatsoever along with notice revoking the sale and in that event I/We shall not be entitled to any right of specific performance or any right or interest whatsoever in the premises or any part thereof.
17. If my/ our offer (Tender) is not accepted by the Authorised Officer within the time specified above or is rejected, the Tender deposit remitted herewith shall be refunded to me/us.
18. I / We am / are also aware that any alteration / addition / omission in this Tender form shall render the same invalid.
19. I / We am / are also aware that, if on any date appearing in the tender is declared a holiday, the next working day will be automatically considered in its place.
20. I/ We, hereby confirm that I/ we will honour the bids placed by me/ us during the e-auction process.

Signature_____

Name_____

Address_____

email ID:_____

Mobile_____

C: Declaration-cum-Undertaking

DECLARATION CUM UNDERTAKING **(On stamp paper of Rs. 50/-)**

To

Authorised Officer

Paisalo Digital Limited
CSC, Pocket-52, Near Police Station,
C.R. Park, New Delhi-110019

Sub: Declaration-cum-Undertaking by Bidder(s)

FROM:

_____[Name of Company/firm], having PAN No._____
No._____ registered Officer at_____ through its
authorised director/representative _____, S/o. Sh.
_____,R/o _____ who is authorised vide board
Resolution dated _____(hereafter the "Bidder").

a) That I am fully competent and legally authorised to execute and deliver this "DECLARATION CUM UNDERTAKING".

b) I/we have gone through the auction sale notice and terms and conditions of auction sale of the Secured Asset(s) and understand that:

1. M/s Rohtas Projects Limited a company registered under the Companies Act, 1956 having its Registered address at Flat No. 02, First Floor, F-50B, Madhu Vihar Extension, Patparganj, New Delhi-110092 had availed financial facilities / Loans from M/s Paisalo Digital Limited (Formerly known as S.E. Investments Ltd.) (hereinafter referred to as the "**Secured Creditor**").
2. To secure the repayment of the financial facilities granted by the Secured Creditor, apart from other security(s), the Mortgagor(s) created charge by way of registered mortgage deeds over the following:
 - (1) Land admeasuring 31130 sq.mtr. comprised in Khasra No. 133, 95, 240, 69 & 91 and 117 (part), Village Pursaini, Tehsil Mohanlalganj, Distt. Lucknow
 - (2) Land admeasuring 5400 sq.mtr. comprised in Khasra No. 204 Village Pursaini, Tehsil Mohanlalganj, Distt Lucknow
3. As the said 'Borrower/Mortgagor/Guarantor' defaulted in the repayment of the said financial facilities to the Secured Creditor, the account of M/s Rohtas Projects Limited was classified as Non-Performing Asset on 01.09.2017 and notice under section 13(2) of SARFAESI Act 2002, was issued by the Secured Creditor on 07.10.2017 calling upon the "Borrower/Mortgagor(s)/Guarantor(s)" to repay the outstanding amount(s) demanded within 60 days from the date of the said notice(s), together with further interest and other expenses / costs thereon until payment / realization. Thereafter, the Company issued the Possession Notice u/s 13(4) of the SARFAESI Act on 27.12.2017. The said Possession Notice was also published on 29.12.2017 in Business Standard (English) and (Hindi).

c) I/we further declare that:

1. the Bidder is not an undischarged insolvent;
2. the Bidder is not a willful defaulter in accordance with the guidelines of the Reserve Bank of India, issued under the Banking Regulation Act, 1949 (10 of 1949);

3. no account of the Bidder has been classified as non-performing asset ("NPA") 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;
4. the Bidder is not under the management or control of any NPA account nor the Bidder is a promoter of any company/firm whose account has been classified as NPA and at least a period of one year has lapsed from the date of such classification till the date of submission of bid.
5. the Bidder or any of its promoter/director has not been convicted for any offence punishable with imprisonment: –
 - a. for two years or more under any Act specified under the Twelfth Schedule of IBC, 2016; or
 - b. for seven years or more under any law for the time being in force;
6. the Bidder or any of its promoter/director has not been prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
7. the Bidder or person connected with it are not a promoter or involved in the management or control of any Borrower in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place;
8. the Bidder or any of its promoter/director is not subjected to any disability, corresponding to clauses (a) to (h) of section 29A of IBC, 2016, under any law in a jurisdiction outside India; or
9. the Bidder or any of its promoter/director do not have a connected person not eligible in terms of clauses (a) to (i) of section 29A of IBC, 2016.

The above-named Bidder, therefore, confirm that the Bidder or any of its promoter/director is eligible under the relevant provisions of law to submit Bid, participate in auction process and purchase the Secured Asset and further declare that i) neither the Bidder nor any of its promoter/director nor any person connected with the Bidder or any of its promoter/director are engaged in the management and control of Borrower/Guarantors or its associates/relatives who are ineligible under the relevant provisions of law to submit Bid, participate in caution process and purchase the Secured Asset, ii) the Bidder further undertake and declare that the Bidder shall bind by the terms contained in the sale certificate and also issue an indemnity or such other undertaking/ letters as may be necessary to indemnify Secured Creditor and its officers/ management from future losses/ claims/ litigations/ etc. under law and iii) the Bidder confirms that my declaration and disclosure is true and correct.

DEPONENT

VERIFICATION

I, the deponent above, do hereby solemnly declare and affirm that the above statements given by me are true and correct to the best of my knowledge and belief and nothing stated above is false or misrepresentation or misleading.

DEPONENT