

BY SPEED POST
WITHOUT PREJUDICE

June 14, 2021

1	M/s Balaji Suppliers (Proprietor Smt. Manju Mittal) A-53 Prashant Vihar Delhi-110085	2	Smt. Manju Mittal C-111 Ground Floor Prashant Vihar Delhi-110085
3	Sh. Atul Mittal C-111 Ground Floor Prashant Vihar Delhi-110085	4	M/s Delight Texfab Pvt Ltd, Having its Registered Office at: 52/13, (Basement), Back Side, Ramjas Raod, Delhi -110005

Dear Sir/Madam,

Re: STATUTORY 15 DAYS SALE INTIMATION NOTICE UNDER THE RULES 6(2), 8(6), 8(7) & 9(1) OF THE SECURITY INTEREST (ENFORCEMENT) RULES, 2002 ISSUED BY KOTAK MAHINDRA BANK FOR SALE OF MORTGAGED PROPERTY UNDER THE PROVISIONS OF THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 (hereinafter referred as "SARFAESI Act").

The undersigned, being the Authorised Officer of KOTAK MAHINDRA BANK LIMITED, a banking company within the meaning of the Banking Regulation Act, 1949 having its Registered Office at 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, (hereinafter referred to as "the Bank/KMBL"), appointed under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, hereby issues to you the following notice:-

1. That the Authorised Officer of Bank has taken physical possession of the assets described in Schedule of Sale Notice annexed hereto in terms of Section 13(4) of the SARFAESI Act in connection with outstanding dues payable by you to Bank.
2. That the undersigned proposes/offers to sell the assets described in Schedule of Auction Sale Notice annexed hereto. Hence, in terms of the provisions of the SARFAESI Act and Rules made thereunder, I, the undersigned being the Authorised Officer of the Bank sending hereby the 15 (Fifteen) days Sale Notice / Auction Notice containing terms and conditions of the proposed sale under Public Auction to you all.
3. The Borrower/Guarantors/Mortgagers are hereby notified to discharge the liability in full and pay the dues as mentioned in annexure hereto along with up to date interest and other ancillary expenses within 15 (fifteen) days from the date of this notice failing



Kotak Mahindra Bank Ltd.,
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New Delhi - 110 008

Corporate Identity Number -
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which the "Secured Asset/s" (mentioned above) will be sold as per the terms and conditions mentioned in annexure hereto and balance dues, if any, will be recovered from all of You alongwith interest and cost.

4. This notice / intimation is without prejudice to any other rights available to the Bank under the subject Act/ or any other law in force.

Yours,
For Kotak Mahindra Bank Limited

Authorised Officer

Name: Batesh Thakur
Designation: Chief Manager-Legal
Email:batesh.thakur@kotak.com
Mobile No. 9953690994



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E - AUCTION CUM SALE NOTICE OF IMMOVABLE PROPERTIES

E-Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 8 (6) of the Security Interest (Enforcement) Rules, 2002.

Notice is hereby given to the Public in general and in particular to the Borrower (s), Guarantor (s) and / or Mortgagor (s), that the below described immovable property(ies) mortgaged / charged to Kotak Mahindra Bank Limited ("Secured Creditor"), the Possession of which has been taken by the Authorised Officer of the Secured Creditor, will be sold through E-Auction on "AS IS WHERE IS BASIS", "AS IS WHAT IS BASIS", and "WHATEVER THERE IS BASIS" on **02.07.2021** for recovery of **Rs.4,00,81,408/- (Rupees Four Crore Eighty One Thousand Four Hundred Eight only)** as on 30th November 2017 together with further interest and other charges thereon at the contractual rates upon the footing of compound interest until full and final payment/realization due to Kotak Mahindra Bank Limited, being the Secured Creditor, from the Borrower/s namely **1.M/s Balaji Suppliers (a Proprietorship concern of Ms. Manju Mittal) ("Borrower")** and **2. Shri Atul Mittal ("Guarantor" / "Mortgagor")** and **3. M/s Delight Texfab Pvt. Ltd. through its Directors Piyooosh Goyal and Divyush Goyal ("Guarantor" / "Mortgagor")**. The details / description of Immovable Properties put up for auction, the Reserve Price, the Earnest Money Deposit and the Auction Schedule are mentioned below:

Sr No	Name of the Mortgagor/s	Details Of Immovable/Movable Property put for E - Auction	Reserve Price
			(INR)/ Earnest Money Deposit
Lot I	M/s Delight Texfab Pvt. Ltd. through its Directors Piyooosh Goyal and Divyush Goyal	All that piece and parcel of the property being land and building bearing Municipal number 10687(4/32) ward No. XVI buildup on Plot 32 in Block No.4 area admeasuring 224 sq yards comprised in Khasra No 5116/2616 situated at Western Extension Area of Karol Bag, New Delhi or thereabouts together with building and erection standing thereon with all Rights ,easements and appurtenances there to and bounded as under Towards :East- Plot No.67; Towards: West- Plot No31; Towards North-Road; Towards South- service lane	Rs.8,28,20,000/- (Rupees Eight Crore Twenty Eight Lakh twenty thousand only)
			Rs.82,82,000/- (Rupees Eighty two Lakh Eighty two thousand only)
Lot II	M/s Delight Texfab Pvt. Ltd. through its Directors Piyooosh Goyal and Divyush Goyal	Entire Basement without roof rights situated at Municipal number 10687(4/32), Ward No. XVI buildup on the Plot 32 in Block No.4 admeasuring 224 Sq yards comprised in Khasra No 5116/2616 situated at Western Extension Area of Karol Bag, New Delhi or thereabouts together with undivided proportionate share of land underneath, common area, facilities and all buildings, structures, installations, fitments, if any, affixed to the earth or permanently affixed to something attached to the earth with all Rights ,easements, and appurtenances there to and bounded as under Towards :East- Plot No.67; Towards: West- Plot No31; Towards North-Road; Towards South- service lane	Rs.83,00,000/- (Rupees Eighty Three Lakh only) Rs.8,30,000/- (Rupees Eight Lakh Thirty Thousand only)



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Lot III	M/s Delight Texfab Pvt. Ltd. through its Directors Piyooash Goyal and Divyush Goyal	Entire Ground Floor without roof right situated at Municipal number 10687(4/32) ward No. XVI buildup on the Plot 32 in Block No.4 admeasuring 224 sq yards comprised in Khasra No 5116/2616 situated at Western Extension Area of Karol Bag, New Delhi or thereabouts together with undivided proportionate share of land underneath, common area, facilities and all buildings, structures, installations, fitments, if any, affixed to the earth or permanently affixed to something attached to the earth with all Rights ,easements and appurtenances there to and bounded as under Towards East- Plot No.67; Towards West- Plot No31; Towards North-Road; Towards South- service lane	Rs. 2,49,50,000/- (Rupees Two Crore Forty Nine lakh Fifty thousand only) ----- Rs. 24,95,000/- (Rupees Twenty Four Lakh Ninety Five thousand only)
Lot IV	M/s Delight Texfab Pvt. Ltd. through its Directors Piyooash Goyal and Divyush Goyal	Entire First Floor without roof rights situated at Municipal number 10687(4/32) ward No. XVI buildup on the Plot 32 in Block No.4 admeasuring 224 sq yards comprised in Khasra No 5116/2616 situated at Western Extension Area of Karol Bag, New Delhi or thereabouts together with undivided proportionate share of land underneath, common area, facilities and all buildings, structures, installations, fitments, if any, affixed to the earth or permanently affixed to something attached to the earth with all Rights ,easements and appurtenances there to and bounded as under Towards East- Plot No.67; Towards West- Plot No31; Towards North-Road; Towards South- service lane	Rs.1,83,73,000/- (Rupees One Crore Eighty there lakh seventy three thousand only) ----- Rs. 18,37,300/- (Rupees Eighteen Lakh Thirty Seven thousand three Hundred only)
Lot V	M/s Delight Texfab Pvt. Ltd. through its Directors Piyooash Goyal and Divyush Goyal	Entire Second Floor without roof rights situated at Municipal number 10687(4/32) ward No. XVI buildup on the Plot 32 in Block No.4 admeasuring 224 Sq yards comprised in Khasra No 5116/2616 situated at Western Extension Area of Karol Bag, New Delhi or thereabouts together with undivided proportionate share of land underneath, common area, facilities and all buildings, structures, installations, fitments, if any, affixed to the earth or permanently affixed to something attached to the earth all Rights ,easements and appurtenances there to and bounded as under Towards East- Plot No.67; Towards West- Plot No31; Towards North-Road; Towards South- service lane	Rs.1,83,73,000/- (Rupees One Crore Eighty there lakh seventy three thousand only ----- ----- Rs. 18,37,300/- (Rupees Eighteen Lakh Thirty Seven thousand three Hundred only)
Lot VI	M/s Delight Texfab Pvt. Ltd. through its Directors Piyooash Goyal and Divyush Goyal	Entire Third Floor without roof rights situated at Municipal number 10687(4/32) ward No. XVI buildup on the Plot 32 in Block No.4 admeasuring 224 Sq yards comprised in Khasra No 5116/2616 situated at Western Extension Area of Karol Bag, New Delhi or thereabouts together with undivided proportionate share of land underneath, common area, facilities and all buildings, structures, installations, fitments, if any, affixed to the earth or permanently affixed to something	Rs.1,28,24,000/- (Rupees One Crore twenty eight lakh twenty four thousand only) ----- Rs. 12,82,400/- (Rupees twelve Lakh Eighty two thousand and Four hundred only)



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		attached to the earth with all Rights ,easements** and appurtenances there to and bounded as under Towards East- Plot No.67; Towards West- Plot No31; Towards North-Road; Towards South- service lane	
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The undersigned may at his absolute discretion and on request from the prospective buyers, arrange for inspection of the said property on 25.06.2021 between 12:00 P.M. to 03:00 PM through his Authorised representative/agent.

Important Terms and Conditions:

1. The E - Auction shall be conducted only through "On Line Electronic Bidding" through website <https://kotakbank.auctiontiger.net> on **02.07.2021**. The E - Auction for all the lots viz Lot-I, Lot-II, LOT-III, LOT-IV, LOT-V and Lot-VI shall be conducted from 11:00 A.M. to 12:00 Noon with unlimited extensions of 5 minutes duration each. The bidders have 6 options to bid categorized as Lot-I, Lot-II, Lot-III, Lot-IV, Lot-V and Lot VI, wherein Lot-I has an overriding preference over other Lots viz. Lot-II to Lot-VI, which means that if there is a bid received higher than or equal to the reserve price for Lot-I, then the bids for other Lots viz. Lot-II, Lot-III, Lot-IV, Lot-V and Lot-VI shall ALL BE CANCELLED AND ALL CONSIDERED TO BE NULLIFIED, except in a case when the cumulative bid amounts received by adding the successful bids under Lot-II, Lot-III, Lot-IV, Lot-V and Lot-VI is higher than the bid received for Lot-I.
2. For details about E-Auction, the intending bidders may contact M/s E-Procurement Technologies Ltd., B-704-5, Wall Street-II, Opp. Orient Club, Nr. Gujarat College Road, Ellis Bridge, Ahmedabad, contact person Mr. Ram Sharma- 06351896834, Email: delhi@auctiontiger.net; ramprasad@auctiontiger.net. Helpline No. 079-61200595/520/548. Helpline email id-support@auctiontiger.net.
3. The intending bidders may visit the Bank's official website - <https://www.kotak.com/en/bank-auctions.html> for auction details and for the terms and conditions of sale.
4. For detailed terms and conditions of auction sale, the bidders are advised to go through the portal <https://kotakbank.auctiontiger.net> and the said terms and conditions shall be binding on the bidders who participate in the bidding process.
5. It is requested that the interested Bidder/s are required to generate the login ID and password from the portal <https://kotakbank.auctiontiger.net> before uploading the bid and other documents. The bid form has to be filled in the prescribed form and is to be submitted / uploaded online only along with KYC documents of the Bidder/s on the portal <https://kotakbank.auctiontiger.net> **on or before 01.07.2021 upto 4.00 P.M.** and the scanned copies of the duly filled and signed bid documents and KYCs of the Bidder/s should be sent by mail to gs.pandey@kotak.com and batesh.thakur@kotak.com The Bidder shall write the subject of the email "For purchase of Property in the account of "M/s Balaji Suppliers (a Proprietorship concern of Ms. Manju Mittal)" and clearly mentioning the Lot Nos for which Bid has been submitted.
6. Prospective bidders may avail online training, for generating Login ID and password and for online bidding process etc., from M/s. E - Procurement Technologies Limited (Auction Tiger) on above mentioned contact numbers.
7. Earnest Money Deposit (EMD) shall be deposited through RTGS/NEFT/FUND TRANSFER to the credit of Account No. 06410125272001, Kotak Mahindra Bank Ltd., Nariman Point Branch, Mumbai, IFSC Code: KKBK0000958, on or before **01.07.2021 upto 04:00 p.m.** Any bid submitted without depositing the EMD amount shall stand automatically rejected. The EMD deposited by the proposed bidder shall not earn any interest.
8. The bid price to be submitted shall be equal to and / or above the Reserve Price and during the bidding process, bidders who have submitted bids shall improve their further offers (1.) in multiples of Rs.2, 00, 000/- (Rupees Two Lakhs Only) for Lot-I and in multiples of Rs.1, 00,000/- (Rupees One Lakhs Only) for Lot -II, III, IV, V and VI respectively.



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9. In case any bid is placed within last 5 minutes of the closing time of the e-auction proceeding, the closing time shall automatically and immediately get extended by another 5 minutes for respective Lot timeline as mentioned hereinabove.
10. The successful bidder has to deposit 25% of the highest bid amount (including EMD already paid) immediately on closure of the e-auction sale proceedings or on the following working day in case business hours is closed on the day of E - Auction, in the mode stipulated as above. The balance 75% of the highest bid amount shall have to be deposited within 15 days from the date on which the acceptance /confirmation of sale is conveyed to such successful bidder or such extended period which shall be at the sole discretion of the Authorised Officer and within the provisions of SARFAESI Act, 2002 and the Security Interest Rules, 2002.
11. The highest bidder will not have any right and title over the property until the Sale Certificate is issued in his favour subject to realisation of entire Auction Price and other incidental expenses. Sale shall be subject to terms and conditions of E- Auction and confirmation by the Secured Creditor to that effect.
12. If the successful bidder fails to deposit the entire bid / auction amount, the amount already deposited by the successful bidder shall be forfeited and the defaulting bidder shall neither have claim on the property nor on the amounts deposited. The Authorised Officer shall be free to exercise any one or more rights available to him in terms of the provisions of SARFAESI Act, 2002 and the Security Interest Rules, 2002, in respect of the auction property/ies.
13. On receipt of the entire sale consideration within the stipulated period as mentioned above, the Authorised Officer shall issue the Sale Certificate, the sale shall be completed thereafter, and Kotak Mahindra Bank Limited shall not entertain any claims.
14. The sale certificate shall be issued in the same name in which the Bid is submitted. No request for inclusion/substitution in the sale certificate of names of any person(s) other than those mentioned in the bid shall be entertained.
15. The Sale certificate shall be issued to the successful bidder/bidder(s) for auction conducted. It is to be noted that in any case Purchaser will not be given Original Title Deeds deposited with the Bank while creating mortgage charge, however, the Higher Bidders i.e. Purchaser/s will be given Notary Certified /authenticated copy of Title/Property Documents available with the Bank and the Authorised Officer of the Bank shall keep the Original Title Deed for the entire Property in their Custody as a Custodian of the said Title Document. It is pertinent to note here that the Highest Bidders for the respective Lot -II, III, IV, V and VI cannot claim complete ownership, right, title, interest over the common usage and common facilities including staircase and they all will be having undivided proportionate share of land underneath, common area, facilities and all buildings, structures, installations, fitments, if any, affixed to the earth or permanently affixed to something attached to the earth of the entire property.
16. The EMD amount, to the unsuccessful bidder/s, shall be returned by Kotak Mahindra Bank Ltd, in their accounts by way of RTGS / NEFT / Funds Transfer, within 10(Ten) working days and without any interest.
17. The Authorised Officer has the absolute right to accept or reject a bid or postpone/cancel the notified E - Auction Sale without assigning any reason. In the event of postponement/cancellation of the E - Auction Sale after submission of the bids, EMD submitted by the bidders will be returned, without interest and in case the bids are rejected, Authorised Officer can negotiate with any of the bidders or other parties for sale of the property by private treaty.
18. If any bidder intends to bid for more than 1 property under auction, then the bidders has to submit separate bids for each of the properties by following the process as mentioned above.
19. The particulars of Secured Assets specified in the Schedule hereinabove have been stated to the best of the information of the Authorised Officer / Secured Creditor, but the Authorised Officer / Secured Creditor shall not be answerable for any error, misstatement or omission in this proclamation. It is clarified that, this invitation purports to invite prospective bidders and does not create any kind of binding obligation on the part of the Authorised Officer or Kotak Mahindra Bank Ltd. to effectuate the



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Auction. The Authorised Officer reserves the right to cancel or modify the process and / or not to accept and / or disqualify any interested party / potential investor / bidder without assigning any reason and without any liability.

20. Any other encumbrances are not known to the Bank except the pendency of Securitisation Application (S.A.) No.269 of 2019 and (S.A.) NDN2072 of 2019 before Hon'ble Debt Recovery Tribunal-III Delhi and Misc. Appeal No 26 of 2020 in Hon'ble DRAT, Delhi. Further, the third party rights have been created over the mortgaged property during the valid and subsisting mortgage by the mortgagor and Bank has initiated appropriate steps to safeguard its interest by filing Criminal Complaint vide Diary No. 70 dated 15.05.2019 before Police Station Karol Bagh and the same is pending at the stage of investigation with concerned Authority. The Intending bidder is advised to make independent enquiry regarding dues of local Authority i.e Municipal Taxes, Maintenance/society charges, Electricity and water Charges and any other dues or Taxes, including Transfer Charges/Fee. The Authorized Officer or the Bank shall not be responsible for any charge, lien, encumbrances, or any other dues to the Government or anyone else in respect of property Auctioned. The Intending Bidder is advised to make their own independent inquiries regarding the encumbrances on the property including statutory liabilities, arrears of property tax, electricity dues etc.
21. All statutory dues/ other dues including registration charges, stamp duty, taxes etc. shall have to be borne by the purchaser.
22. All outgoing charges i.e. Municipal Taxes, Maintenance/Society charges, Electricity and Water charges and any other dues or taxes including transfer charges / fees in respect of the property put for Auction-cum-Sale under the present notice shall be paid by the successful Bidder/Purchaser solely.
23. All other incidental charges (including but not limited to security charges or maintenance charges for preservation of the property under the present auction) will be borne solely by the highest bidder from the date of issuance of Certificate of Sale, which will have to be cleared / reimbursed to the Bank before registration of the Certificate of Sale. However, at the sole discretion of the Authorised Officer, any just and reasonable delay will be considered for exemption, without setting any precedent for future.
24. As per Section 194-A of the Income Tax Act, 1961, TDS shall be applicable on the sale proceeds if the sale consideration is Rs.50, 00,000.00 (Rupees Fifty Lakhs only) and above. The Successful bidder/purchaser shall deduct the applicable TDS in favour of Kotak Mahindra Bank Ltd., from the sale price, deposit the same with Income Tax Department, and submit challan evidencing the deposit of TDS and Form 26QB / TDS Certificate to Kotak Mahindra Bank Ltd.
25. The E-Auction will be conducted strictly on "AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS BASIS" through approved service provider M/s E-Procurement Technologies Ltd . All the terms and conditions of the auction are mentioned in a detailed document available at <https://kotakbank.auctiontiger.net>.
26. , however the Authorised Officer shall have the absolute discretionary right to change or vary any of the terms and conditions. The bidders are advised to make their own independent inquiries regarding any encumbrances, Search in Sub-Registrar Office and Revenue Records and Municipal Records and any administrative Government records relating to the concerned Property and shall satisfy themselves regarding the nature and description of the property, condition, any encumbrances, lien, charge, statutory dues, etc. before submitting the bid for the concerned Property. Please note that the Bank/Authorised Officer/Secured Creditor does not in any way guarantee or make any representation with regard to the fitness/title of the property/ies/assets under auction. Sale/auction will be strictly on no recourse basis.
27. If the dues of the bank together with all costs, charges and expenses incurred by them or part thereof as may be acceptable to the bank are tendered by/on behalf of the Borrower/s/Guarantor/s/Mortgagor/s, at any time on or before the date fixed for sale, the auction / sale of asset may be cancelled. The Authorised Officer reserves the right to accept any or reject all bids, if not found acceptable or to postpone/cancel /



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adjourn/discontinue or vary the terms of the auction at any time without assigning any reason whatsoever and his decision in this regard shall be final.

28. The details of all the assets and Lot-I, II, III, IV, V and VI along with any pending legal cases/ on-going litigations/ eviction notices have been disclosed in the Bid document and are to be mandatorily seen before participating in the auction. The bidders shall be deemed to have read and understood the terms and conditions of the sale and shall abide by the said terms and conditions.
29. The bidders should ensure proper internet connectivity; power back up etc., The Bank shall not be liable for any disruption due to internet failure, power failure, or technical reasons or reasons / contingencies affecting the E-Auction proceedings.
30. Kotak Mahindra Bank Limited or its employees will not be liable for any claims from any person in respect of the property/ies put for sale.
31. The present notice is also uploaded on the Bank's official website i.e. www.kotak.com and interested parties can visit the same also.
32. For further details kindly, contact Authorised Officer Mr. Batesh Thakur (Mobile no. +91-9953690994) or Official of the Bank Mr. Vinod Bahrani (Mobile No. +91-9810004107 and Mr Vipul Dubey (Mobile No. +91-8377905113)

STATUTORY 15 DAYS SALE NOTICE UNDER RULES 6(2), 8(6), 8(7) & 9(1) OF THE SECURITY INTEREST (ENFORCEMENT) RULES, 2002

The borrower/guarantors/mortgagors are hereby notified to discharge the liability in full and pay the dues as mentioned above along with up to date interest and expenses within 15 (fifteen) days from the date of this notice failing which the "Secured Asset" (mentioned above) 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.

Place: Delhi

For Kotak Mahindra Bank Ltd.

Date: June 14, 2021

Authorised Officer