



Kotak Mahindra Bank

Kotak Mahindra Bank Ltd.,

Registered

Office: 27, BKC, C-27, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051

www.kotak.com

Branch Office:

4th Floor, D Block, 22, Camac Street, Kolkata – 700 016, West Bengal

Also At:

IInd Floor Ambadeep, 14 Kasturba Gandhi Marg, New Delhi- 110001

Corporate Identity Number -

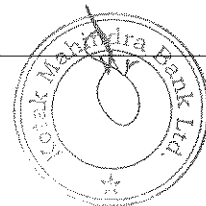
L65110MH1985PLC038137

SPEED POST/EMAIL
WITHOUT PREJUDICE

Ref: KMBL/LRR/Manpuria Group/AN/2024

Date - 20-08-2024

1	Manpuria Agro Products Private Limited having its office at 25 Maharshi Debendra Road, Kolkata 700007 Also at 1, Jogendra Kobiraj Row, 5 th Floor, Kotak Mahindra Building, Kolkata – 700007 (Borrower/Mortgagor/ Corporate Guarantor)	2	Mr. Amit Manpuria 28/4, Dobson Road, 2 nd Floor Ajmer Mansion Howrah - 711101 (Guarantor)
3	Mr. Varun Manpuria 202 Sarat Chatterjee Road Barat Colony, Lake Town, 24 Parganas (North) Kolkata 700089 (Guarantor)	4	Mr. Bishnu Kumar Manpuria 202 Sarat Chatterjee Road Barat Colony, Lake Town, 24 Parganas (North) Kolkata 700089 (Guarantor)
5	Mrs. Archana Devi Manpuria 202 Sarat Chatterjee Road Barat Colony, Lake Town, 24 Parganas (North) Kolkata 700089 (Guarantor)	6	Mrs. Vasudha Manpuria 28/4, Dobson Road, 2 nd Floor Ajmer Mansion Howrah - 711101 (Guarantor)
7	Mr. Arabinda Bose C2 Jagannath Ghat Cross Road Kolkata – 700007 (Guarantor)	8	Manpuria Consortium LLP (formerly known as M/s. Manpuria Enterprises) C2, Jagannath Ghar Cross Road, Kolkata. (Borrower/ Mortgagor/ Corporate Guarantor)
9	Manpuria Realtors Pvt Ltd. (formerly known as M/s. Ma Tara Stores) having its registered office at 25, Maharshi Debendra Road, Kolkata-700007 Also at 1, Jogendra Kobiraj Row, 5 th Floor, Kotak Mahindra Building, Kolkata – 700007 (Borrower /Mortgagor/Corporate Guarantor)		



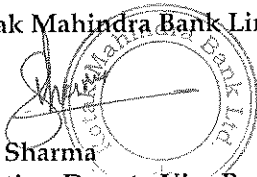
RE: STATUTORY 30 DAYS SALE INTIMATION NOTICE UNDER SECTION 13(4) OF THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 READ WITH THE RULE 8(6) & 9(1) OF THE SECURITY INTEREST (ENFORCEMENT) RULES ISSUED BY KOTAK MAHINDRA BANK FOR SALE OF THE MORTGAGED PROPERTIES UNDER THE PROVISIONS OF THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 (hereinafter referred as "SARFAESI Act").

Dear Sir/Madam,

The undersigned, being the Authorised Officer of KOTAK MAHINDRA BANK LIMITED, a banking company within the meaning of the Banking Regulation Act, 1949 having it's Registered Office at 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, and one of the offices at 4th floor, D Block, 22, Camac Street, Kolkata - 700 016, West Bengal, an also at 2nd Floor Ambadeep, 14 Kasturba Gandhi Marg, New Delhi- 110001 (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 the 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 Authorised Officer sending the 30 (Thirty) days Sale Notice / Auction Notice for sale of the property containing terms and conditions of the proposed sale under the Public Auction.
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 ancillary expenses within 30 (Thirty) days from the date of this notice failing which the "Secured Asset" (mentioned above) will be sold as per the terms and conditions mentioned in annexure hereto and balance dues, if any, will be recovered with 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.

For Kotak Mahindra Bank Limited



Vikram Sharma
Designation-Deputy Vice President Legal & Authorised Officer
E-mail vikram.sharma@kotak.com
Encl: As above.



Kotak Mahindra Bank

Kotak Mahindra Bank Ltd.,
Registered Office: 27, BKC, C-27, G Block, Bandra
Kurla Complex, Bandra (East), Mumbai - 400051

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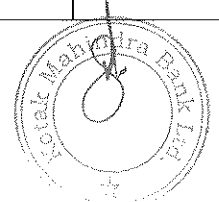
E - AUCTION CUM SALE NOTICE OF IMMOVABLE PROPERTIES

E-Auction cum 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) & proviso to 9 (1) of the Security Interest (Enforcement) Rules, 2002.

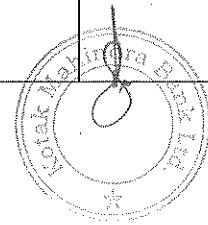
Notice is hereby given to the Public in general and in particular to the Borrower (s), Guarantor (s) and / or Mortgagor (s), that the below described immovable property(ies) mortgaged/charged to Kotak Mahindra Bank Limited ("Secured Creditor"), the Physical Possession of which has been taken over by the Authorised Officer of the Secured Creditor on 28-02-2024 will be sold through E-Auction on "AS IS WHERE IS BASIS", "AS IS WHAT IS BASIS", and "WHATEVER THERE IS BASIS" on 26.09.2024, for recovery of 16,24,89,251.05 (Rupees Sixteen Crores Twenty Four Lakh Eighty Nine Thousand Two Hundred Fifty One and Paise Five only) as on 31st October 2019 as per Demand notice dated 20-11-2019 together with further interest, cost and other charges thereon at the contractual rates upon the footing of compound interest until payment/realization due to Kotak Mahindra Bank Limited, being the Secured Creditor, from the Borrower/Mortgagor namely 1) Manpuria Agro Products Private Limited, 2) Manpuria Consortium LLP (formerly known as M/s. Manpuria Enterprises) 3) Manpuria Realtors Pvt Ltd. (formerly known as M/s. Ma Tara Stores) and / Guarantor/s namely 1. Mr. Varun Manpuria 2. Mr. Amit Manpuria 3. Mr. Bishnu Kumar Manpuria 4. Mrs. Archana Devi Manpuria 5. Mrs. Vasudha Manpuria and 6. Mr. Arabinda Bose

The details/description of Immovable Property put up for auction, the Reserve Price, the Earnest Money Deposit and the Auction Schedule are mentioned below:

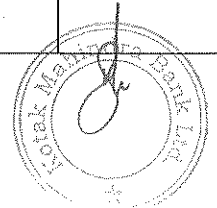
Sl. No.	Name of the Mortgagor/s	Details Of Immovable Property put for E - Auction	Last date for submission of online bid	Date & Time of E- Auction	Reserve Price (INR)	Earnest Money Deposit (EMD) (INR)
1	Manpuria Consortium LLP (formerly known as M/s. Manpuria Enterprises)	All that the part and parcel of the property being office space bearing no. 504 measuring about 890sq ft. (super built up area) on the Fifth Floor, of a B+G+5 storied building namely "Swastik Enclave" at Municipal Premises no. 7, built and constructed on the plot of kind at 7, Singhee Dutta Lane under P.S. Jorabagan under Municipal Ward no. 24 within the limits of Kolkata Municipal Corporation. Ganapat Bagla Road, P.S. Jorabagan Kolkata-700007 plus one car parking together with all existing buildings and structures thereon and	25.09.2024 upto 04:00 p.m.	26.09.2024 between 11:00 a.m. to 02:00 p.m.	Rs. 1,06,80,000.00 /- (Rupees One Crore Six Lakh Eighty Thousand only)	Rs.10,68,000 (Rupees Ten Lakhs Sixty Eight Thousand Only)



2.	<p>Manpuria Agro Products Private Limited</p>	<p>buildings and structures as may be erected/constructed there upon any time from/after the date of respective mortgages and all additions thereto and all fixtures and furniture's and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future, owned by Manpuria Enterprises represented by its Sole Proprietor Mr. Amit Manpuria. The property is butted and bounded as under: East:- By 18Ft wide Road West:- By premises no. 24, Darpanarayan Tagore Road Street and 2 Ganpat Bagla Road, North:-By 18Ft wide Road South:-By premises no. 23/1 & 23/2 Darpanarayan Tagore Road Street</p> <p>All that the part and parcel of the property being office space bearing no. 503 measuring about 625 sqft. (Built up area) (830 sqft. Super built up area) on the Fifth Floor, of the G+6 storied fully commercial building at Municipal Premises no. 1, Jogendra Kabiraj Row, under P.S-Posta, Municipal Ward no. 23 Kolkata- 700007 together with all existing buildings and structures thereon and buildings and structures as may be erected/constructed there upon any time from/after the date of respective mortgages and all additions thereto and</p>			<p>Rs. 1,28,65,000.00 (One Crore Twenty Eight Lakh Sixty Five Thousand only)</p>	<p>Rs. 12,86,500 (Rupees Twelve Lakhs Eighty Six Thousand Five Hundred Only)</p>
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3	<p>Manpuria Realtors Pvt Ltd. (formerly known as M/s. Ma Tara Stores)</p>	<p>all fixtures and furniture's and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future, owned by Manpuria Agro Products Private Limited represented by its Director Mr. Amit Manpuria. The property is butted and bounded as under: East:-10 Baikuntha Sen Lane West:- By KMC Road, Jogendra Kabiraj Row North:-By 37, Kali Krishna Tagore Street South:-By 3 no. Jogendra Kabiraj Row</p> <p>All that the part and parcel of the property being office space bearing no. 503 measuring about 890sq ft. (super built up area) on the Fifth Floor, together with car parking space measuring about 90 sqft. Being no. 39 on the basement floor of a B+G+5 storied building namely "Swastik Enclave" at Municipal Premises no. 7, Singhee Dutta Lane under P.S. Jorabagan under Municipal Ward no. 24 within the limits of Kolkata Municipal Corporation plus one car parking Kolkata together with all existing buildings and structures thereon and buildings and structures as may be erected/constructed there upon any time from/after the date of respective mortgages and all additions thereto and all fixtures and furniture's</p>			<p>Rs. 1,14,80,000.00 (One Crore Fourteen Lakh Eighty Thousand only)</p>	<p>Rs. 11,48,000 (Rupees Eleven Lakhs Forty Eighty Thousand Only)</p>
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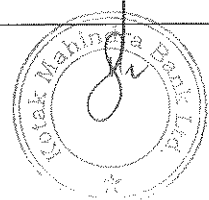


and plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future, owned by Ma Tara Stores represented by its Sole Proprietor Mr. Bishnu Kumar Manpuria. The property is butted and bounded as under:
 East:- By 18 ft wide Road
 West:- By premises no. 24, Darpanarayan Tagore Road Street and 2 Ganpat Bagla Road
 North:- By 18 Ft wide Road
 South:- By premises no. 23/1 & 23/2 Darpanarayan Tagore Road Street

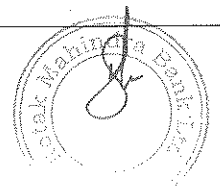
The undersigned may at his absolute discretion and on prior request from the prospective buyers, arrange for inspection of the said properties on 13-09-2024 between 11:00 am to 04:00 pm through his authorised representative/agent.

Important Terms and Conditions:

1. The E-Auction shall be conducted only through "On Line Electronic Bidding" through website <https://www.bankeauctions.com> on 26.09.2024 from 11.00 a.m. to 02.00 p.m. with unlimited extensions of 5 minutes duration each. For details about E-Auction, the intending bidders may contact M/s. C1 India Private Limited, Mr. Dharani Krishna - Contact No. 9948182222 email-id - andhra@c1india.com or email id - support@bankeauctions.com, Contact No- 7291981124/25/26
2. 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.
3. For detailed terms and conditions of auction sale, the bidders are advised to go through the portal <https://www.bankeauctions.com> and the said terms and conditions shall be binding on the bidders who participate in the bidding process.
4. It is requested that the interested Bidder/s are required to generate the login ID and password from the portal <https://www.bankeauctions.com> before uploading the bid and other documents.
5. 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://www.bankeauctions.com> on or before 25.09.2024 up to 04.00 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 vikram.sharma@kotak.com, gargi.dasgupta@kotak.com, and vinod.bahrani@kotak.com. The Bidder shall write the subject of the email "For purchase of Immovable Property in the matter of "Manpuria Consortium LLP (formerly known as M/s. Manpuria Enterprises) , Manpuria Agro Products Private Limited and Manpuria Realtors Pvt Ltd. (formerly known as M/s. Ma Tara Stores)"
6. Prospective bidders may avail online training, for generating Login ID and password and for online bidding process etc., from M/s. C1 India Private Ltd. (Bank Auctions) 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 25.09.2024 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 in multiples of INR 1,00,000.00 (Rupees One Lakh Only).
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.
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. Please note that the time line for payment of the sale consideration would not be extended and the successful auction purchaser will not have any right to claim FORCE MAJURE, in the event he/she fails to make the payment within stipulated timelines for any reason whatsoever.
11. The highest bidder will not have any right and title over the property until the Sale Certificate is issued in his/her 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 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.
16. 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.
17. 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 Authorised Officer or Kotak Mahindra Bank Ltd. to effectuate the 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.

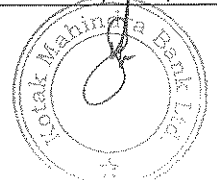


18. Any other encumbrances are not known to the Bank. The Authorized Officer or the Bank shall not be responsible for any charge, lien, encumbrances, or any other dues to the Government or anyone else in respect of property Auctioned. The Intending Bidder is advised to make their own independent inquiries regarding the pending Litigation, 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 and any other encumbrances on the property including statutory liabilities, arrears of property tax, etc. The details of the charges /encumbrances known to the secured creditor are as mentioned hereunder:

Property details	Society Dues	Electricity Dues
504, Swastik Enclave Singhee Dutta Lane, Kolkata	12600	2220
503, Joginder Kabiraj Row, Municipal Ward No. 23 Kolkata	NA	NA
503, Swastik Enclave Singhee Dutta Lane, Kolkata	12600	590

The secured creditor/ Authorised officer is not aware about the pending litigation about the properties under sale except the SA No. 252 of 2021 and SA No. 253 of 2021 before the Ld. Debt Recovery Tribunal III, Kolkata and Appeal vide Diary No. 865 of 2023 pending before the Ld. Debt Recovery Appellate Tribunal, Kolkata .

19. All statutory dues/ other dues including registration charges, stamp duty, taxes etc. shall have to be borne by the purchaser.
20. 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.
21. 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.
22. In the event , bidder is declared as successful bidder in the e-auction sale conducted and subsequent to that, if the auction proceedings are stayed by any Court /Tribunal, at any stage of till the issuance of sale certificate and handing over of possession, including but not limited to restraining bank from further proceedings, then the bidder shall not have any right to claim refund of the EMD/amount so deposited by him /her or any interest over the amount deposited towards sale of the property. The Bank on its sole discretion will refund the money deposited.
23. 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 mortgager 1) Manpuria Consortium LLP for property mentioned at Sr. No. 1 (formerly known as M/s. Manpuria Enterprises) PAN: ABAFM9835E 2) Manpuria Agro Products Private Limited for property mentioned at Sr. No. 2 PAN: AAGCM0849J and 3) Manpuria Realtors Pvt Ltd. (formerly known as M/s. Ma Tara Stores) for property at Sr. No. 3 PAN: AAGCM1609J from the sale price and deposit the same with Income Tax Department. Furthermore, only 99% of the sale price is to be remitted to the Bank. The Sale certificate will be issued by the Bank in favour of successful bidder/ purchaser, only upon the receipt of Form 16B, Form 26QB and Challan evidencing the deposit of such TDS.
23. Sale will strictly be on **“AS IS WHERE IS BASIS”**, **“AS IS WHAT IS BASIS”** and **“WHATEVER THERE IS BASIS”** on the terms and conditions as mentioned herein, 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.

24. 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 / 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.
25. The Borrower/s attention is invited to the amended provisions of sub-section 8 of section 13 of the Act in respect of time available, to redeem the secured asset. In this respect the bank has issued notice dated 11.06.2024 giving the 30 days advance notice providing opportunity to redeem the properties but despite the said notice the Borrowers /Guarantors /Mortgagor failed in making payment of the dues. The Authorised Officer reserves the right to accept or reject any/ all bids, if not found acceptable or to postpone/cancel / 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. No counter-offer/conditional offer/conditions by the Bidder and/or Successful-Bidder will be entertained. 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.
26. The Authorised Officer reserves the right to accept any or reject all bids, if not found acceptable or to postpone/cancel / 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.
27. 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.
28. 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.
29. 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.
30. For further details kindly contact Authorised Officer Mr. Vikram Sharma (Mobile no. +9196672-21449) or Officer of Bank Mr. Vinod Bahrani (Mobile No. +9198100-04107) Ms. Gargi Dasgupta (Mobile No. +91-8335007567)
31. 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.

STATUTORY 30 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 with in Thirty (30), 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.

Place: Kolkata

For Kotak Mahindra Bank Ltd,

Date:20/08/2024

Authorised Officer

