



o/c  
5/10  
29/1/24

Kotak Mahindra Bank

Registered Post

Dated: 29.01.2024

1. **MRS. NARGIS SHAWKAT SHAIKH (CO-BORROWER AND LEGAL HEIR OF LATE MR. SHAUKAT RAFIQUE SHAIKH)**
2. **MR. ZEESHAN SHAWKAT SHAIKH (CO-BORROWER AND LEGAL HEIR OF LATE MR. SHAUKAT RAFIQUE SHAIKH)**
3. **MR. ZAIN SHAWKAT SHAIKH (LEGAL HEIR OF LATE MR. SHAUKAT RAFIQUE SHAIKH)**
4. **MS. ZAREEN SHAIKH (LEGAL HEIR OF LATE MR. SHAUKAT RAFIQUE SHAIKH)**

**ALL AT:**

INDIRADARSHAN PHASE-II  
BUILDING NO. 13, FLAT NO. 804,  
OSHIWARA, ANDHERI WEST,  
MUMBAI - 400053

**ALL ALSO AT:**

FLAT NO. 91, 9<sup>TH</sup> FLOOR,  
WINDERMERE 1A CHSL,  
GOREGAON PAHADI,  
OFF. NEW LINK ROAD,  
ANDHERI (W), MUMBAI - 400053

Dear Sir/Madam,

**Sub: Notice for Sale of the Mortgaged Property**

1. We refer to Demand Notice dated **27.02.2020** issued by **Kotak Mahindra Bank Limited (hereinafter referred to as "The Bank")** under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as "SARFAESI Act"), related to Loan Account No. **XMORGHT00069281** wherein we had called upon you to pay the dues of **Rs. 9,40,34,306.69/- (Nine Crores Forty Lakhs Thrity Four Thousand Three Hundred Six Rupees and Sixty Nine Paise)** due and payable as on **27.02.2020** with further interest per annum from **28.02.2020** until payment in full (hereinafter referred as the "Outstanding Amount") and payable by you all under the facilities granted by **Religare Finvest Limited (Religare)** within 60 days from the date of the said Notice. You have since then failed and neglected to pay the amount as demanded.
2. **Religare Finvest Limited (Religare)** has vide an assignment agreement dated **09.10.2018 ("Assignment Agreement")** has assigned the debts due and payable by you in favour of the Bank along with all the rights, title, interests, benefits in the facilities granted by Religare with other incidental right thereto including the assignment of the said facilities along with the underlying securities. As per the said assignment agreement, the Bank has become full and absolute owner and as such is legally entitled to receive the repayment of the financial facility or any part thereof including the right to file suits, institute such other proceedings in its own name and to take such other action as may be required for the purpose of the recovery of the said financial facility. The Bank has been subrogated in place of Religare and all right, title and interest of Religare in respect of Outstanding Amount is now vested with the Bank.
3. It is pertinent to note that despite the service of the above mentioned notice, you have failed to liquidate the outstanding dues and as such, the Authorised officer of the Bank has taken physical possession of the property described herein below in Annexure "A" (and referred hereinafter as "Secured Asset") through Resolution Professional of Hybro Foods on 11.05.2023 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rules 8 & 9 and in pursuance of order dated 12.08.2021, passed by Ld. District Magistrate, Thane under Section 14 of the said SARFAESI Act.

**Kotak Mahindra Bank Ltd.**  
CIN: L65110MH1985PLC038137  
7th Floor, Plot No.7  
Sector-125, Noida  
Uttar Pradesh - 201 313

T +91 120 6173761  
www.kotak.com

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051,  
Maharashtra, India.



4. After taking possession of the Secured Asset, inspection was carried out by approved valuer in compliance of Rule 8(5) of the Security Interest (Enforcement) Rules, 2002. On the basis of report of valuer, Reserve Price was fixed at Rs. 10,00,00,000/- (Rupees Ten Crore Only) below which the Secured Asset as mentioned in Annexure "A" was not to be sold. As known to you that thereafter, the undersigned after issuing sale notice, conducted public auction of the Secured Asset, on 22.09.2023. However, the said auction was failed for the want of bidders.
5. Subsequent to the Assignment of loan account in its favour , for recovering its legal dues, The Bank is now proposing to again invite tender/conduct e-auction on the reserve price specifically mentioned in Annexure "A" below which the said Secured Asset will not be sold and which sale will be on "as is where is and whatever is basis".
6. This is to inform you all, that all the requisitions under the provisions of SARFAESI Act and The Security Interest (Enforcement) Rules, 2002 have been complied with and the Bank now proposes to sell the secured asset as mentioned in **Annexure "A"** annexed herewith for the second time by public auction and/or any other methods as prescribed under the provisions of Rule 8 (5) of Security Interest (Enforcement) Rules, 2002 after a period of 15 (Fifteen) days from the date of this notice **along with the existing encumbrances if any ' as is where is basis & As is what is basis & Whatever there is basis'**, unless we receive the entire outstanding amount i.e **RS. 17,03,14,988.14/- (Rupees Seventeen Crore Three Lakh Fourteen Thousand Nine Hundred Eighty Eight and Fourteen Paise Only)** as of **20.01.2024** Along with future interest applicable from 21.01.2024 along with interest and other charges as demanded in our notice, within the statutory period of 15 (Fifteen) days, from the date of present notice and please take notice that if in case auction scheduled herein fails for any reason whatsoever then secured creditor may enforce security interest by way of sale through private treaty, also as per its discretion. Please also note that you are further liable to make good the loss incurred after sale of the secured asset, if any
7. The sale of the secured asset will be through an Online E-Auction at the reserve price more particularly detailed in "Annexure A". The auction shall be scheduled as under:

S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	20.02.2024
2	TIME OF AUCTION	12:00 PM TO 1:00 PM WITH UNLIMITED EXTENSION OF 5 MINUTES
3	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	19.02.2024 UP TO 5:00 P.M. (IST)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd., (5 <sup>th</sup> Floor, Adamas Plaza, Behind Hare Krishna Hotel, Kolivery Village, Kunchi Kurve Nagar, CST Road, Kalina, Santa Cruz East-400051)
5	MODE OF AUCTION	E-AUCTION THROUGH WEBSITE <a href="https://bankauctions.in/">https://bankauctions.in/</a>

8. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 9(1), of the Security Interest (Enforcement) Rules, 2002 providing you the Co-Borrowers a notice of 15 (Fifteen) (days) days for sale of the said secured asset.
9. Post the expiration of the said 15 (Fifteen) days, the Bank shall be entitled to sell the said secured asset by any of the methods as provided under Rule 8 Clause (5) of the Security Interest (Enforcement) Rules, 2002, as the case may be.







10. The Co-Borrower's attention is invited to the Provisions of the subsection 8 of section 13 of the Act, in respect of the time available to redeem the secured asset.

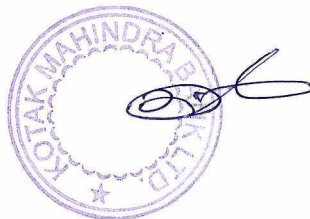
For Kotak Mahindra Bank Limited

Authorized Officer

ANNEXURE - "A"

Name of the Co-Borrowers & Account No.	Amount outstanding	Description of the Mortgaged properties	Reserve Price fixed (Rs.) & EMD (Rs.)
1. MRS. NARGIS SHAWKAT SHAIKH (CO-BORROWER AND LEGAL HEIR OF LATE MR. SHAIKAT RAFIQUE SHAIKH)	RS. 17,03,14,988.14/- (RUPEES SEVENTEEN CRORE THREE LAKH FOURTEEN THOUSAND NINE HUNDRED EIGHTY EIGHT AND FOURTEEN PAISE ONLY) AS OF 20.01.2024 WITH FUTURE INTEREST APPLICABLE FROM 21.01.2024 UNTIL PAYMENT IN FULL WITH COST AND CHARGES.	ALL PIECE AND PARCEL OF THE GUT NO. 246, HISSA NO. 21/9, 22/1 & 22/21, HYBRO FOODS PVT. LTD., VILLAGE LAHE, OFF. MUMBAI NASHIK HIGHWAY, SHAHAPUR (E), DISTRICT THANE - 421601 AND SURVEY NO. /HISSA NO. / GUT NO. 246/1, SITUATE AT LAHE, TALUKA SHAHAPUR (E), DISTRICT THANE - 421601.	RS. 8,00,00,000/- (RUPEES EIGHT CRORE ONLY)  EMD: RS. 80,00,000/- (RUPEES EIGHTY LAKH ONLY)
2. MR. ZEESHAN SHAWKAT SHAIKH (CO-BORROWER AND LEGAL HEIR OF LATE MR. SHAIKAT RAFIQUE SHAIKH)			
3. ZAIN SHAWKAT SHEIKH (LEGAL HEIR OF LATE MR. SHAIKAT RAFIQUE SHAIKH)			
4. MS. ZAREEN SHAIKH (LEGAL HEIR OF LATE MR. SHAIKAT RAFIQUE SHAIKH)			

Loan No. - XMORGH00069281





RL 1100950168 <110095>  
RL A RD0054781501M  
Counter No:1, OP-Code:001  
To:WAFIS,  
BOMBAY GPO, PIN:400001  
From:KOTAK MAHINDRA BANK LIMITED , MOIDA 201313  
Wt:40grams,  
Amt:32.00 ,30/01/2024 ,10:53  
<<Track on www.indiapost.gov.in>>



RL 1100950168 <110095>  
RL A RD0054784071M  
Counter No:1, OP-Code:001  
To:ZAFEEH,  
BOMBAY GPO, PIN:400001  
From:KOTAK MAHINDRA BANK LIMITED , MOIDA 201313  
Wt:40grams,  
Amt:32.00 ,30/01/2024 ,10:53  
<<Track on www.indiapost.gov.in>>



RL 1100950168 <110095>  
RL A RD0054782621M  
Counter No:1, OP-Code:001  
To:ZAIN,  
BOMBAY GPO, PIN:400001  
From:KOTAK MAHINDRA BANK LIMITED , MOIDA 201313  
Wt:40grams,  
Amt:32.00 ,30/01/2024 ,10:53  
<<Track on www.indiapost.gov.in>>



RL 1100950168 <110095>  
RL A RD0054781631M  
Counter No:1, OP-Code:001  
To:ZEESHAN,  
BOMBAY GPO, PIN:400001  
From:KOTAK MAHINDRA BANK LIMITED , MOIDA 201313  
Wt:40grams,  
Amt:32.00 ,30/01/2024 ,10:53  
<<Track on www.indiapost.gov.in>>



RL 1100950168 <110095>  
RL A RD0054784151M  
Counter No:1, OP-Code:001  
To:WAFIS,  
BOMBAY GPO, PIN:400001  
From:KOTAK MAHINDRA BANK LIMITED , MOIDA 201313  
Wt:40grams,  
Amt:32.00 ,30/01/2024 ,10:53  
<<Track on www.indiapost.gov.in>>



RL 1100950168 <110095>  
RL A RD0054781441M  
Counter No:1, OP-Code:001  
To:ZAFEEH,  
BOMBAY GPO, PIN:400001  
From:KOTAK MAHINDRA BANK LIMITED , MOIDA 201313  
Wt:40grams,  
Amt:32.00 ,30/01/2024 ,10:52  
<<Track on www.indiapost.gov.in>>



RL 1100950168 <110095>  
RL A RD0054783981M  
Counter No:1, OP-Code:001  
To:ZAIN SHANKAT,  
BOMBAY GPO, PIN:400001  
From:KOTAK MAHINDRA BANK LIMITED , MOIDA 201313  
Wt:40grams,  
Amt:32.00 ,30/01/2024 ,10:52  
<<Track on www.indiapost.gov.in>>



RL 1100950168 <110095>  
RL A RD0054782791M  
Counter No:1, OP-Code:001  
To:ZEESHAN,  
BOMBAY GPO, PIN:400001  
From:KOTAK MAHINDRA BANK LIMITED , MOIDA 201313  
Wt:40grams,  
Amt:32.00 ,30/01/2024 ,10:52  
<<Track on www.indiapost.gov.in>>

