



Kotak Mahindra Bank

Registered/Speed Post

Dated: 06.01.2025

1. **Mrs. Nargis Shawkat Shaikh Rafique Shaikh**
(Co-Borrower and Legal Heir of Late Shaukat Rafique Shaikh)
2. **Mr. Zeeshan Shawkat Shaikh**
(Co-Borrower and Legal Heir of Late Mr. Shaukat Rafique Shaikh)
3. **Mr. Zain Shawkat Shaikh**
(As Legal Heir of Late Shaukat Rafique Shaikh)
4. **Ms. Zareen Shaikh**
(As Legal Heir of Late 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, 9th Floor, Windermere 1A CHSL,
Goregaon Pahadi, Off. New Link Road,
Andheri (W), Mumbai – 400053

All Also At:
Gut No.246, H.No.21/1,22/9 & 22/21,
Village Lahe, Off. Mumbai, Nashik Highway,
Shahpur, Thane- 421601

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 "KMBL/The Bank"**) under Section 13(2) of the Securitization 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/-(Rupees Nine Crore Forty Lakh Thirty Four Thousand Three Hundred Six and Sixty Nine Paise Only)** due and payable as on **27.02.2020** along with future interest applicable 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 (hereinafter referred to as "RFL") within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.
2. RFL 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 its rights,



title, interests, benefits in the facilities granted by RFL with other incidental right thereto including the assignment of the said facilities along with the underlying securities. As per the said assignment agreement, KMBL 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. KMBL has become the absolute owner of the said account(s) and all rights, title and interest in respect of the outstanding amount pertaining to above said account(s) 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 Authorized 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 Private Limited 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 Hon'ble District Magistrate, Thane under section 14 of the said SARFAESI Act.
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 the report of the valuer, secured asset was put on auction by KMBL on 23.10.2024 with the Reserve Price of Rs.6,40,00,000/- (Rupees Six Crore Forty Lakh Only). However the said auction failed for want of bidders.
5. Hence, for recovering its legal dues, the Bank is now proposing to again invite tender/conduct auction of secured asset on the reserve price of Rs.5,00,00,000/- (Rupees Five Crore Only) below which the said secured asset will not be sold and which sale will be **on "as is where is", "as is what is basis" and "whatever there 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"** by public auction and/or any other methods as prescribed under the provisions of Rule 8 (5) of Security Interest (Enforcement) Rules, 2002 read with proviso to Rule 9(1) after a period of 15 (Fifteen Days) days from the date of this notice along with the existing encumbrances if any on **"as is where is", "as is what is basis" & "whatever there is basis"**, unless the bank receives the entire outstanding amount i.e. **Rs.19,85,12,920.21/- (Rupees Nineteen Crore Eighty Five Lakh Twelve Thousand Nine Hundred Twenty and Twenty One Paise Only)** as of **03.01.2025** along with future interest applicable from **04.01.2025** in full and other charges as demanded in the instant notice within the statutory period of 15 (fifteen days) from the date of the present notice. Please note that if in case auction scheduled herein fails for any reason whatsoever then the bank may again enforce the security interest by putting the said secured asset on sale through public auction or private treaty 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" as per the below schedule:-



S.NO.	PARTICULARS	DETAILS
1	DATE OF AUCTION	29.01.2025
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	28.01.2025 UP TO 6:00 P.M. (IST.)
4	PLACE OF SUBMISSION OF DOCUMENTS	Kotak Mahindra Bank Ltd., 5th Floor, Adamas Plaza, 166/16, CST Road, Kalina, Santacruz (E) Mumbai – 400098.
5	MODE OF AUCTION	E-auction through website HTTP://BANKAUCTIONS.IN/

8. Please treat this notice as Notice under Rule 8 Clause (5) read with proviso to Rule 9(1) the Security Interest (Enforcement) Rules, 2002 providing the addressee a notice of 15 (fifteen) 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 Borrower's attention is also invited to the Provisions of the subsection 8 of section 13 of the SARFAESI Act, in respect of the time available to redeem the secured asset(s).
11. Should you have any representation to be made in response to this notice, please mark the same to Mr. Kshitij Anant (Mob No. +918104111965), Mr. Anuj Bhasin (Mob No. +91 9726417250), Mr. Pankaj Rai (Mob No. +91 7768003567), Agnel Pillai (Mob No. +918976929685) & Mr. Rajender Dahiya (Mob No. +91 8448264515) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh – 201313, E-mail ID- rard.customercare@kotak.com only, in order to enable us to respond in time. Please note that we shall not be responsible for not responding to any of your representations made in response to this notice if the same is addressed to any other person or place.

For Kotak Mahindra Bank Limited



Authorized Officer

ANNEXURE – “A”

Name of the Borrowers, Legal Heirs & Loan Account No.	
Name of the borrowers & Legal Heirs	1. Hybro Foods & Private Limited (Company under CIRP through its Resolution Professional) (Borrower) 2. Mr. Shaukat Rafique Shaikh (Since Deceased) (Co-Borrower) 3. Mrs. Nargis Shawkat Shaikh (Co-Borrower) 4. Mr. Zeeshan Shawkat Shaikh (Co-Borrower) 5. Mr. Zain Shawkat Shaikh (Legal Heir) 6. Ms. Zareen Shaikh (Legal Heir)
Loan account no.	XMORGHT00069281
Amount outstanding	
Rs.19,85,12,920.21/- (Rupees Nineteen Crore Eighty Five Lakh Twelve Thousand Nine Hundred Twenty and Twenty One Paise Only) as of 03.01.2025 along with future interest applicable from 04.01.2025 until payment in full and other charges.	
Description of the Mortgaged property	
All piece and parcel of the Gut No.246, Hissa No. 21/9, 22/1 & 22/21, Hybro Foods Private Limited, Village Lahe, off Mumbai Nashik Highway, Shahapur (E), District Thane- 421601, Survey No. /Hissa No./Gut No. 246/1, situated at Lahe, Taluka Shahapur (E), District Thane -421601.	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs.5,00,00,000/- (Rupees Five Crore Only)
EMD:	Rs.50,00,000/- (Rupees Fifty Lakh Only)

