



Kotak Mahindra Bank

Registered/ Speed Post

Dated: 06.08.2024

1. Mrs. Shakila Sharafuddin Sayyad
W/o Late Sharafuddin Sayyed
(As Co-Borrower & legal heir of Co-Borrower Late Sharafuddin Sayyed)
2. Mr. Sheruddin Sharafuddin Sayyed
S/o Late Sharafuddin Sayyed
(As legal heir of borrower Late Sharafuddin Sayyed)
3. Mr. Faiyazuddin Shafruddin Sayyed
S/o Late Sharafuddin Sayyed
(As legal heir of borrower Late Sharafuddin Sayyed)
4. Mrs. Nigar Shafruddin Sayyed
D/o Late Sharafuddin Sayyed
(As legal heir of borrower Late Sharafuddin Sayyed)
All At:
Flat No. C-304/305, Sadbhavana CHSL,
3rd Floor, Building No.1-C, Shamsuddin Chawl,
Chakala Road, Andheri (East), Mumbai- 400099

All Also At:
3417, Melinda Chawl, Church Pakhadi
Road No.1, Sahar Village, Andheri (East),
Mumbai- 400099

All Also At:
G-59, Shamsuddin Chawl, Shaikhsamsuddin
Marg, Andheri (East), Mumbai- 400093

Dear Sir/Madam,

Sub: Notice for Sale of the Mortgaged Property

1. We refer to Demand Notice dated 29.01.2020 issued by Kotak Mahindra Bank Limited (hereinafter referred to as "**KMBL/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. LNMUM00615-160000137 wherein we had called upon the borrower and the co-borrowers to pay the dues of Rs. 79,86,541/- (Rupees Seventy Nine Lakh Eighty Six Thousand Five Hundred and Forty One Only) outstanding as on 29.01.2020 with further interest applicable from 30.01.2020 until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you under the facilities granted by Essel Finance Business Loan Limited (hereinafter referred to as "Essel") within 60 days from the date of the said notice. The Borrower and the co-borrowers have since then failed and neglected to pay the amount as demanded. It is pertinent to mention here that the co-borrower Mr. Sharafuddin Sayyed has expired and leaving behind the notice No.1,2,3 & 4 as his legal heirs.

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.



2. **Essel** has vide an assignment agreement dated **30.03.2019** ("**Assignment Agreement**") has assigned the debts due and payable by you in favour of the Bank along with all the rights, title, security interests, benefits, financial documents, in the facility(ies) granted by **Essel** with other incidental right thereto including the assignment of the said facility 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 outstanding amount pertaining to above said account(s) is now vested with 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 KMBL has taken physical possession of the property described herein below in **Annexure "A"** (and referred hereinafter as "**Secured Asset**") on 13.04.2022 and 23.07.2024 in exercise of the powers conferred on him under Section 13 (4) of the said Act read with Rule 8 & 9 and in pursuance of order dated 03.03.2021 passed by Hon'ble Additional Chief Metropolitan Magistrate, 19th Court, Esplanade, Mumbai, 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) Rule, 2002 and on the basis of the report of the valuer, the Reserve Price of the secured asset is fixed at Rs.52,00,000/- (Rupees Fifty Two Lakh Only).
5. 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 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 30 (thirty) days from the date of this notice **along with the existing encumbrances if any on 'as is where is basis & As is what is basis & whatever there is basis'**, unless the bank receives the entire outstanding amount i.e., Rs.1,20,23,345/- (Rupees One Crore Twenty Lakh Twenty Three Thousand Three Hundred and Forty Five Only) outstanding as on 06.08.2024 with further interest applicable from 07.08.2024 until payment in full and other charges as demanded in the said demand notice, within the statutory period of 30 (thirty) 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.
6. 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	10.09.2024
2	TIME OF AUCTION	12:00 p.m. to 01:00 p.m. with unlimited extension of 5 minutes





3	LAST DATE OF SUBMISSION OF EMD WITH KYC IS	09.09.2024 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 <u>HTTPS://BANKAUCTIONS.IN/</u>

7. Please treat this notice as notice under Rule 8 Clause (5) read with proviso to Rule 8 Clause (6) of the Security Interest (Enforcement) Rules, 2002 providing the addressee, a notice of 30 (thirty) days for sale of the secured asset.
8. Post the expiration of the said 30 (thirty) 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.
9. The 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.
10. Should you have any representation to be made in response to this notice, please mark the same to Mr. Kshitij Anant (+91 8104111965), Mr. Anuj Bhasin Mob No. (+91 9726417250) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh - 201313, e-mail id - rard.customer@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 & Loan Account No.	
Name of the borrowers	1. M/S Sayyed Sharfuddin 2. Mr.Sharafuddin Sayyed (Since Deceased) 3. Mrs. Shakila Sharafuddin Sayyed
Loan account no.	LNMMUM00615-160000137
Amount outstanding	
Rs.1,20,23,345/- (Rupees One Crore Twenty Lakh Twenty Three Thousand three Hundred and Forty Five only) outstanding as on 06.08.2024 with further interest applicable from 07.08.2024 along with all cost, charges & expenses until payment in full.	
Description of the Mortgaged property	
All that piece and parcel of property bearing Flat No. 304 & 305 , in Building No.1-C, admeasuring about 58 sq.mtrs. built up on the 3 rd Floor in the building known "Sadbhanva Co-operative Housing Society Limited" standing on the land bearing CST No.528, 528/1 to 528/17, 529, 529/1 to 32 and 535 situated at Shamsuddin Chawl, Kaju Wadi, Chakala, Andheri (East), Mumbai- 400099 within the limits of Brahadmumbai Municipal Corporation and Sub-Registration District of Bandra.	
Name of the mortgagor: Mr. Sharafuddin Sayyed (Since Deceased)	
Reserve Price (in INR) & EMD (in INR)	
Reserve price:	Rs. 52,00,000/- (Rupees Fifty Two Lakh Only)
EMD:	Rs. 5,20,000/- (Rupees Five Lakh Twenty Thousand Only)



भारतीय डाक
RL 2013010120 <201301>
RL A RL462104219IN
Counter No:1,(P-Code:0PER
To:SHAKILA,
NUNWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,07/08/2024 ,09:07
<<Track on www.indiapost.gov.in>>

भारतीय डाक
RL 2013010120 <201301>
RL A RL462104222IN
Counter No:1,(P-Code:0PER
To:SHAKILA,
NUNWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,07/08/2024 ,09:07
<<Track on www.indiapost.gov.in>>

भारतीय डाक
RL 2013010120 <201301>
RL A RL462104103IN
Counter No:1,(P-Code:0PER
To:SHAKILA,
NUNWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,07/08/2024 ,09:07
<<Track on www.indiapost.gov.in>>

भारतीय डाक
RL 2013010120 <201301>
RL A RL462103981IN
Counter No:1,(P-Code:0PER
To:SHERUDDIN,
NUNWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,07/08/2024 ,09:08
<<Track on www.indiapost.gov.in>>

भारतीय डाक
RL 2013010120 <201301>
RL A RL462104236IN
Counter No:1,(P-Code:0PER
To:SHERUDDIN,
NUNWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,07/08/2024 ,09:08
<<Track on www.indiapost.gov.in>>

भारतीय डाक
RL 2013010120 <201301>
RL A RL462104134IN
Counter No:1,(P-Code:0PER
To:NIGAR,
NUNWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,07/08/2024 ,09:08
<<Track on www.indiapost.gov.in>>

भारतीय डाक
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RL A RL462104240IN
Counter No:1,(P-Code:0PER
To:SHERUDDIN,
NUNWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,07/08/2024 ,09:08
<<Track on www.indiapost.gov.in>>

भारतीय डाक
RL 2013010120 <201301>
RL A RL462103999IN
Counter No:1,(P-Code:0PER
To:FAIZUDDIN,
NUNWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,07/08/2024 ,09:08
<<Track on www.indiapost.gov.in>>

भारतीय डाक
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To:FAIZUDDIN,
NUNWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,07/08/2024 ,09:08
<<Track on www.indiapost.gov.in>>

भारतीय डाक
RL 2013010120 <201301>
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Counter No:1,(P-Code:0PER
To:FAIYAZUDDIN,
NUNWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
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<<Track on www.indiapost.gov.in>>

भारतीय डाक
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NUNWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
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<<Track on www.indiapost.gov.in>>

भारतीय डाक
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To:NIGAR,
NUNWAY GPO, PIN:400001
From:KOTAK MAHINDRA BANK LTD , MOIDA
Wt:40grams,
PS:32.00, ,07/08/2024 ,09:08
<<Track on www.indiapost.gov.in>>