

BBYO/Royal Hygiene /

/2024-25

Date: 11/12/2024

SPEED POST/AD

NOTICE FOR SALE OF IMMOVABLE PROPERTY ISSUED UNDER THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT 2002, (Hereinafter referred to as Act) R/w SECURITY INTEREST (ENFORCEMENT) RULES, 2002 (hereinafter referred to as Rules).

Whereas the Authorized Officer of the Federal Bank Ltd. under the Act issued a demand notice dated 26/04/2016 calling upon the following borrowers and **(1) M/s. Royal Hygiene Care Private Limited**, situated at Office No. 10, Cine Wonder Mall, Kapoor Bawdi, Ghodbunder Road, Thane(W)-400610 also at Crescent Business park, Office No. 612-614, 6th Floor, Saimatha Complex, Safedpul, Sakinaka, Mumbai-400072 **(2) Mr. Mushtaq J Hemani**, S/o. Late Jaffarali Hemani, No. 52, Hemani House, Kalina, Santacruz (East), Mumbai-400029, **(3) Mr. Salim Hemani** S/o. Late Shri Jaffarali Hemani 2920, Holly Hall, Hoston, Texas 77054, **(4) Mrs. Safia Hemani**, D/o. Late Jaffarali Hemani, 2920, Holly Hall, Hoston, Texas 77054, **(5) Mrs. Farida I Hemani**, D/o. Late Shri jaffarali Hemani, 52, Hemani House, Kalina, Santacruz (East), Mumbai 400 029, **(6) Mrs. Munira G Contractor**, D/o. Late Jaffarali Hemani , F-9, Golden Pebbles, Kalina, Mumbai-400055, **(7) Mr. Rakesh Jialal Kaul**, Flat No.307-309 building No.22, Samarth Angan ll, Indra Darshan ll, Samartha Nagar, K L Walawalkar Road, Andheri (W), Mumbai 400 053, **(8) Mrs. Jyoti Rakesh Kaul**, Flat No.307,309 building No.22, Samarih Angan ll, Indra Darshan ll, Samartha Nagar, K L Walawalkar Road, Andheri (W), Mumbai 400 053, **(9) Legal Heirs of Mrs, Hamida Jafferli Husseinali Hemani**, 52,Hemani House, Kalina, Santacrus (East), Mumbai-400029, **(10) Legal Heirs of Mr. Shabbir J Hemani**, 8B,Chand Terrace, St.Andrews Road, Bandra (West), Mumbai 400050 to repay (1) Rs. 10,65,34,588.58/- (Rupees Ten Crore Sixty Five Lakh Thirty Four Thousand Five Hundred Eighty Eight Paise Fifty Eight Only) in the Cash Credit Limit, (2) Rs. 9,67,82,086/- (Rupees Nine Crore Sixty Seven Lakh Eighty Two Thousand and Eighty Six Only) in the WCTL Limit, (3) Rs. 1,13,59,243 (Rupees One Crore Thirteen Lakh Fifty Nine Thousand Two Hundred Forty Three Only) in the FITL-1 Limit, (4) Rs. 4,55,33,870/- (Rupees Four Crore Fifty Five Lakh Thirty Three Thousand Eight Hundred Seventy Only) in the Term Loan limit, (5) Rs. 34,26,000/- (Rupees Thirty Four Lakh Twenty Six Thousand Only) in the Bank Guarantee, (6) Rs. 9,56,17,761.77 (Rupees Nine Crore Fifty Six Lakh Seventeen Thousand Seven Hundred Sixty One and Paise Seventy Seven Only) in the Cash Credit limit from Bank of India, (7) Rs. 1,93,00,651.58 (Rupees One Crore Ninety Three Lakh Six Hundred Fifty One and Paise Fifty Eight Only) in the WCTL limit of Bank of India, (8) Rs. 25,00,000/- (Rupees Twenty Five Lakh Only) in the NPV on WCTL limit of Bank of India within 60 days from the date of the said notice.

Whereas the borrower's having failed to repay the amount within the stipulated time, the Authorized Officer on behalf of the Federal Bank Ltd. has taken physical possession of the property described herein below in exercise of powers conferred under section 13(4) of the said Act read with rule 8 of the said Rules on 07/10/2023 by issuing a notice to the borrowers and general public and publication thereof in newspapers as contemplated under the said Act and Rules and in compliance of the order of Hon'ble Chief Metropolitan Magistrate Court/Mumbai in Secu. Application No. 52/2017.

The undersigned hereby give notice to the borrowers/defaulters and general public that the Bank has decided to sell on **17/01/2025**, the property described herein below on **'AS IS WHERE IS & WHATEVER THERE IS BASIS'** under **Rules 8 & 9** of the said Rules for realizing the aggregate dues of Rs. **(i) Rs. 30,13,89,097/- (Rupees Thirty Crore Thirteen Lakhs Eighty Nine Thousand and Ninety Seven Only)** as on 11/04/2017 as per claim in the Original Application No. 36/2020 filed by Federal

Bank pending before Hon'ble Debts Recovery Tribunal-2/Mumbai less further remittances received along with further interest, incidental expenses, costs, charges, etc. till the date of final payment is made to the Bank and **(ii) Rs. 15,27,60,290.94 (Rupees Fifteen Crores Twenty Seven Lakh Sixty Thousand Two Hundred Ninety and Paise Ninety Four Only)** as on 24/05/2017 as per claim in the Original Application No. 573/2017 filed by Bank of India before Hon'ble Debts Recovery Tribunal-3/Mumbai less further remittances received along with further interest, incidental expenses, costs, charges, etc and thus the undersigned hereby invites tenders from interested parties for purchasing the property subject to the terms and conditions mentioned hereunder.

“While we call upon you to discharge your liability as above by payment of the entire dues to the Bank together with applicable interest, all costs, charges and expenses incurred by the bank till repayment and redeem the secured asset, within the period mentioned above, Please take important note that as per section 13(8) of the SARFAESI Act 2002, (as amended), the right of redemption of secured asset will be available to you only till the date of publication of notice for publication or inviting tenders from public or private treaty for transfer by way of lease, assignment or sale of the secured asset.”

Description of Property

All that piece and parcel of Gaothan land or ground together with House standing thereon admeasuring 30 feet from East to West and 30 feet from South to North together also with kitchen admeasuring East to West 12 feet and from South to North 12 feet and Bounded on East-West and South by passage and on the North by the open space of Hussein Mohamed Khoja and assessed by Bombay Municipality as House No.52 all which premises are situated at Kole Kalyan in the Registration Sub District of Bandra in District Bombay and are assessed by the Bombay Municipal Corporation under H ward No.7432 House No.52, Kole Kalyan and bearing City Survey No.6070 area 49.60 sq. mtrs City Survey No. 6071 area 67.90 sq. mtrs city Survey No. 6072 area 30.10 sq. mtrs and City Survey No. 6073 area 42.90 sq. mtrs in the name of Mrs. Hamida J H Hemani.

Terms and Conditions

1. The Reserve price below which the property will not be sold is **Rs. 3,78,00,000/-** (Rupees Three Crore Seventy Eight Lakh Only).
2. The property will be sold by e-auction through the Bank's approved service provider M/S E-Procurement Technologies Ltd. – Auction Tiger on **17/01/2025** between 11 AM to 1 PM under the supervision of the Authorised officer of the Federal Bank.
3. E-auction tender document containing e-auction bid form, declaration, general terms and conditions of online auction sale are available in website: <https://federalbank.auctiontiger.net>
4. The prospective bidders may avail online training on E-Auction from M/S **E-Procurement Technologies Ltd. – Auction Tiger** help line no. & email ID: **Mr. Ram Sharma - 8000023297 & email – ramprasad@auctiontiger.net./ support@auctiontiger.net**
5. Bids in the prescribed formats given in the Tender Document shall be submitted “online” through the portal **https://federalbank.auctiontiger.net**. Bids submitted otherwise shall not be eligible for consideration.
6. **The EMD shall be remitted through EFT/NEFT/RTGS to the Federal Bank account no. A/c No 14030051030001, IFSC Code No. FDRL0001403 as mentioned above for Rs. 37,80,000/- (Rupees Thirty Seven Lakh Eighty Thousand Only), before 5 PM on 16/01/2025, being**

earnest money deposit (EMD) equivalent to 10% of the Reserve Price of the property, which is refundable if the tender is not accepted.

7. The incremental Bid amount will be in the multiple of **Rs. 10,000/- (Rupees Ten Thousand Only)**. **The successful bidders shall deposit 25% of the bid amount / sale price (less EMD) immediately on acceptance of his tender/ offer by the Bank and the balance 75% within 15 days**, failing which the entire deposit made by him shall be forfeited without any notice and the properties concerned will be re-sold.
8. **All other payments shall be made in the form EFT/NEFT/RTGS as mentioned above or DD drawn in favour of The Federal Bank Ltd. payable at Mumbai.**
9. The successful bidders shall bear the entire charges / fees payable for conveyance such as stamp duty, Registration fee, society charges etc. as applicable as per law.
10. **An amount of Rs. 11,92,924/- (Rupees Eleven lakh Ninety Two Thousand Nine Hundred and Twenty Four Only) is outstanding towards the payment of Brihanmumbai Municipal corporation dues as per the information received by Bank, which shall be borne by the successful purchaser.**
11. No other encumbrance in respect of the property has come to the knowledge and information of the Bank. The Bank will not be held responsible for any charge, lien and encumbrance, property tax or any other dues etc. to the Govt. or anybody in respect of the property under sale. The charges/dues/taxes and the other encumbrances, if any, shall be cleared by the purchaser of the property.
12. The Authorized Officer has the absolute right to accept or reject the bid/ all or any tender including the highest tender or adjourn / postpone the sale without assigning any reason. The decision of the Authorized Officer/Bank shall be final.
13. The buyers should satisfy themselves on the title, ownership and statutory approvals etc., before participation in the auction. The tender shall not be accepted if the bid is below the reserve price.
14. The intending purchasers can inspect the property on 13/01/2025 between 3 pm and 5 pm with prior appointment.
15. For further details regarding other conditions of sale, the intending bidder may contact the undersigned.
16. The borrowers / guarantors named above may treat this as notice of thirty days as stipulated in Rule 8(6) of the said Rules and pay the secured debt in full to avoid sale of the property.

Dated this the 11th day of December, 2024 at Mumbai.

For The Federal Bank Ltd

Associate Vice President (Legal)
(Authorised Officer under SARFAESI Act)

Copy to : Bank of India
ARB/Navi Mumbai