



**Registered/Speed Post**

**Dated: 23.01.2025**

1. **Mr. Sakhiyani Mamad Azaz Mustak** (Borrower)  
**S/o Mr. Mamad Azaz Mustak**  
**At:**  
**M/S Star Sea Food**  
**Through its proprietor**  
Shop No. A/229, 1<sup>st</sup> Floor,  
Shanti Shopping Centre Mira Road,  
Opposite Mira Road Railway Station,  
Thane, Maharashtra- 401107
2. **Mr. Sakhiyani Mamad Aaquib Mustakbhai** (Co-Borrower)  
**S/o Mr. Mustakbhai Daudbhai Sakhiyani**
3. **Ms. Muskan** (Co-Borrower)  
**All At:**  
C-402 Concord Chheda CHS LTD,  
Deepak Hospital, Road Behind Geeta Nagar,  
Phase-5, Opposite Ganga Complex, Mira Road East,  
Thane, Maharashtra- 401107  
  
**All Also At:**  
402 Concord PH-5, Naya Nagar, Kanuugo,  
Mira Road East Opposite Tainvilla East Road  
Thane, Maharashtra-401107  
  
**All Also At:**  
Flat No.501, 5<sup>th</sup> Floor, Building No. A & B,  
Silver Crown Garden, Next to Vijay Park,  
Old S.No.184/1 (PT.), New S.No.52, H No. 1(PT)  
of Village Mira, Beside Hetal Park,  
Mira Road East-401107

Dear Sir/Madam,

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

1. We refer to Demand Notice dated **17.03.2022** issued by Fullerton India Home Finance Company Limited (hereinafter referred to as "**FIHFCL**") 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.606539210857356 wherein FIHFCL had called upon you to pay the dues of Rs. 42,48,217/- (Rupees Forty Two Lakh Forty Eight Thousand Two Hundred and Seventeen Only) outstanding as on 11.03.2022 with further interest applicable from 12.03.2022 until payment in full (**hereinafter referred as the "Outstanding Amount"**) and payable by you under the facilities granted by FIHFCL within 60 days from the date of the said notice. You have since then failed and neglected to pay the amount as demanded.



2. FIHFCL has vide an assignment agreement dated **28.03.2023** (“**Assignment Agreement**”) has assigned the debts due and payable by you in favour of Kotak Mahindra Bank Limited (hereinafter referred to as “KMBL/The Bank”) along with all the rights, title, security interests, benefits, financial documents, in the facility(ies) granted by FIHFCL 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 Bank has taken possession of the property described herein below in **Annexure “A”** (and referred hereinafter as “**Secured Asset**”) on 10.12.2024 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 20.01.2023 passed by Hon’ble Chief Judicial 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) Rule, 2002 and on the basis of the report of the valuer, the Reserve Price of the secured asset is fixed at Rs.43,00,000/- (Rupees Forty Three 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. 61,04,341 /- (Rupees Sixty One Lakh Four Thousand Three Hundred and Forty One Only) outstanding as on 22.01.2025 with further interest applicable from 23.01.2025 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	05.03.2025
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	04.03.2025 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 <a href="https://bankauctions.in/">HTTPS://BANKAUCTIONS.IN/</a>

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. Pushkar Dani (Mob No. +918108383613) & Mr. Agnel Pillai (Mob No. +918976929685) at 7th Floor, Plot No. 7, Sector-125, Noida, Uttar Pradesh – 201313, E-mail ID– [rard.customercare@kotak.com](mailto: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”**

<b>Name of the Borrowers &amp; Loan Account No.</b>	
Name of the borrowers	1. Mr. Sakhiyani Mamad Azaz Mustak 2. Mr. Sakhiyani Mamad Aaquib Mustakbhai 3. Ms. Muskan
Loan account no.	606539210857356
<b>Amount outstanding</b>	
Rs.61,04,341 /- (Rupees Sixty One Lakh Four Thousand Three Hundred and Forty One Only) outstanding as on 22.01.2025 with further interest applicable from 23.01.2025 along with all cost, charges & expenses until payment in full.	
<b>Description of the Mortgaged property</b>	
All that Piece and parcel of the property bearing Flat No.501, on the 5 <sup>th</sup> Floor, H-wing, in the Building known as Silver Crown, situated at Silver Garden, Beside Hetal Park, Next to Vijay Park, Mira Road (E), District Thane-401107 area admeasuring 51.09 sq. mtrs (Super Built-up), in Silver Crown Co-operative Housing Society Limited, a society registered under the Maharashtra Co-op. Societies Act 1960 and bearing Registration No. TNA/(TNA)/HSG/(TC)/22685/2011 dated 08/04/2011, lying & being on plot of land bearing Old Survey No.184, New Survey No.52, Hissa No.1 (Part), admeasuring area 4150 sq.mtrs and Old Survey No.184, New Survey No.52, Hissa No.1 (Part) admeasuring 7890 sq.mtrs. situated at village MIRA, within limits of Mira Bhayander Municipal Corporation in the Registration District, Sub-District of Thane.	
<b>Name of the mortgagor(s):</b> Mr. Sakhiyani Mamad Azaz Mustak and Mr. Sakhiyani Mamd Aaquib Mustakbhai	
<b>Reserve Price (in INR) &amp; EMD (in INR)</b>	
Reserve price:	Rs.43,00,000/- (Rupees Forty Three Lakh Only)
EMD:	Rs.4,30,000/- (Rupees Four Lakh Thirty Thousand Only)

List of Encumbrance (if any):

- 1) Society Dues are around Rs.70,000/- (approx.)
- 2) Property Tax not paid since 4 years which amounts to Rs.50,000/- (approx.)

