



# Kotak Mahindra Bank

Without Prejudice

Date : @ Date of Notice @

Dear Mr. / Mrs. @Customer\_Name@,

@Customer\_Address\_1@

@Customer\_Address\_2@

@Customer\_Email@

Greetings of the day from Kotak Mahindra Bank Ltd.

**Sub: Pre-Litigation intimation Notice Loan Account(s) link with CRN No. @CRN@**

We, M/s Kotak Mahindra Bank Ltd., is a banking company Registered under Companies Act, 1956, having its registered office at 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (East) Mumbai – 400 051 (the “Bank”).

We hereby state that you being the party to the Loan Cum Facility Agreement have availed @ Product@ facility loan from the Bank, the said loan(s) facility is linked with CRN No. @CRN@ in the books of account of the Bank.

Further at the time of availing the said Loan from the Bank you have agreed to certain terms and condition of the said Loan Cum Facility Agreement and the same is duly executed between you and the Bank, thereafter the Bank has made disbursement of the Loan. The aforesaid loan(s) need to be paid to the Bank along with interest and other charges (if any on event of default in repayment of the Loan(s)) in installment(s) on or before the due date as mentioned in the repayment schedule duly prepared according to the agreed terms and condition of the Loan Cum Facility Agreement, under joint and several liability.

We further hereby inform you that you have committed default in repayment of said Loan/facility availed. In order to recover the said dues, the Bank is about to initiate appropriate recovery measures against you, which includes both Civil and Criminal. That you being party to the Loan Cum Facility Agreement(s) is responsible to make the repayment of the Loan to the Bank on time under Joint and Several liabilities, by adopting due process of law by which following remedies can be initiated against you being responsible of default in repayment of loan:

1. Arbitration Proceeding / Recovery Suit before Civil Court / DRT to recover, to recover entire Loan outstanding which will cause attachment of movable / immovable properties of Borrower / Co-Borrower / Guarantor.
2. 138 NI Act Proceeding / 25 PASSA Act proceeding on return of ECS / SI which will result into imprisonment up to two years and to pay twice the amount stated in the dishonored/bounced Cheque.

**Kotak Mahindra Bank Limited**

CIN: L65110MH1985PLC038137

6<sup>th</sup> Floor, Zone II, Building No. 21, Infinity Park,

Off Western Express Highway, General A K Vaidya Marg ,

Malad (East), Mumbai

Maharashtra – 400 097, India

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F +91 22 67259084

www.kotak.com

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Bandra Kurla Complex, Bandra (East)

Mumbai – 400 051, India

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3. Criminal Complaint under section 156 (3) for registration of FIR under but not limited to sections 314, 316 (1) and 319 (1) of under THE BHARTIYA NYAYA SANHITYA, 2023.
4. Any other Civil / Criminal litigation under the provisions of law for the time being in force.

Please note that it is mandatory for the Bank to share details with Credit Information Bureau of India Limited (CIBIL) about each and every default of the Loan(s) in accordance with the Government of India and Regulatory Guidelines of Reserve Bank of India. An unsatisfactory payment record on your loan(s) or any adverse credit history shall adversely impact your ability to avail any Credit Facility from any of the Financial Institution(s) in future.

That as on date, the current status of your Loan Account(s) linked with your CRN No. @CRN@ is given below which need an immediate attention to regularize the Loan(s) by making overdue payment as mentioned in this notice. The details of overdue amount status as on @O/s Status Date (TOS / OD)@ is given below: -

Sr. No.	Loan Account Number	Loan Amount	Overdue Amount
1	@Loan_Account_No. / Credit_Card_Account_No.@"	Rs. @Loan_Amount@	Rs. @Overdue_Amt@
	Total Amount	Rs. @Loan_Amount@	Rs. @Overdue_Amt@

That the abovementioned overdue amount does not includes future installments. That after making payment of the abovementioned overdue amount the Loan Account cum facility agreement will be Regularize / Normalize in the records of the bank.

Therefore, the Bank is providing you one more fair opportunity, under principal of natural justice to deposit the abovementioned overdue amount to regularize the loan within 7 days of the receipt of this notice and kindly ensure to make the repayment of future installments on or before the due date as per the repayment Schedule. In case you have failed to make the payment, the Bank shall be constrained to invoke the default clause and initiate appropriate recovery measures against you, being responsible to make the payment of the same to the Bank by adopting due process of law at your cost and risk.

The Payments towards the Over Dues can be transfer through online by RTGS / NEFT / IMPS mode by adding below account in the list of beneficiary list:

Beneficiary Name: @Customer\_Name@  
 Beneficiary Account Number: @Loan\_Account\_No./ Credit\_Card\_Account\_No.@"  
 IFSC code: KKBK0000631  
 Branch and Bank Details: Kalina Mumbai, Kotak Mahindra Bank Ltd.

For any further clarification/complaint, please contact Mr. @CM\_Name@, reachable at Mobile No.@ CM\_MOB\_No@.

This intimation is without prejudice the rights of the Bank and the legal action that may be initiated and may have been initiated.

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Please ignore if you have already paid.

Thanking you for your kind cooperation.  
Yours faithfully

For Kotak Mahindra Bank Ltd

CC- 1. Co-Borrower:- 1)@Co-Borrower\_Name\_1@, R/o @  
Co-Borrower\_Name\_1\_Address\_1@, 2) @ Co-Borrower\_Name\_2@,R/o  
@Co-Borrower\_Name\_2\_Address\_1@ 3) @ Co-Borrower\_Name\_3@,R/o  
@Co-Borrower\_Name\_3\_Address\_1@.  
2. Guarantor:- 1)@ Guarantor\_1@,R/o @ Guarantor\_1\_Address\_1@, 2) @  
Guarantor\_2@, R/o R/o @ Guarantor\_2\_Address\_1@.

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