



**Kotak Mahindra Bank**  
**Without Prejudice**

Date : 2nd -Dec-2024

Dear **Nadeem Shaikh**,

F32 wing A bhakti park, Antop hill wadala mumbai 400040

A/32 Raheja Apartment, LM park road, Kurla west Mumbai 400067

**nadeem.shaikh259@gmail.com**

**Sub: Recall of Loan Facility advanced by Kotak Mahindra Bank Limited.**

**Ref: Your Loan(s) linked with CRN No. 361173112,**

1. We, Kotak Mahindra Bank Ltd. Having its registered office at 27, BKC G Block, Bandra Kurla Complex, Bandra (E) Mumbai 400 051 (herein after referred as "The Bank) submits as under: -
2. We, further wish to inform you that for the purpose to take loan(s) **(Refer Annexure-I for details)** you have executed respective Loan Agreement(s) (the said "Loan Agreement") in favor of the Bank with open eyes by agreeing the Terms and condition of the same being parties to the Loan cum Facility Agreement(s).
3. Under the terms and conditions of the said agreement(s), you agreed to repay the loan amount in equated monthly instalments. We regret to note that despite our regular follow up, you have failed and neglected to make payment of the instalments as and when the same fell due, thereby attracting additional charges and other levies as per the terms of the loan agreement. Since you have refrained yourselves from honoring your commitment, resultantly, you have defaulted in payment of equated monthly instalments and breached the terms of the contract resulting in an Event of Default.
4. As per terms & conditions of the said agreement, we hereby recall the loan advanced to you in view of the default(s) committed by you in repaying the loan equated monthly instalments without prejudice and exercise the terms and conditions therein
5. Therefore, we hereby call upon you to pay, CRN based entire outstanding amount of **76917.11/-** as on **02/12/2024** excluding foreclosure charges, further the future Interest and other charges on the abovementioned amount w.e.f. **02/12/2024** is applicable @ contractual rate till the realization of entire Loan, that you please be noted. **(Refer Annexure-I for Loan o/s details)**

**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

T +91 22 66056825  
F +91 22 67259084  
www.kotak.com

Registered Office:  
27 BKC, C 27, G Block,  
Bandra Kurla Complex, Bandra (East)  
Mumbai – 400 051, India

**This is a Confidential document.**



## Kotak Mahindra Bank

6. Kindly note that in the event of your failure to make the payment of the aforesaid sum within seven (7) days of this notice, we shall be constrained to take appropriate recourse/initiate legal proceedings Civil or Criminal including Arbitral proceedings under Arbitration & Conciliation Act, 1996 (including rules and amendments made thereof till date), as per the said agreement for the recovery of its dues along with interest, cost and other charges, at your risk, cost and consequence.
7. At this juncture, we would like to inform you that you are also liable to pay in addition to the aforesaid, any charges which are borne by us on implementation of any of the consequential provisions pursuant to the default made by you including the cost of this notice and any further legal action against you
8. Kindly note that this letter is issued without prejudice to any of our terms and conditions as per the said agreement and a copy of this notice is being retained for any necessary steps in case of non-compliance with the legal notice.
9. In case for any clarification or any assistance of your account please call **Arpitha Hegde** at Mobile No. **9665516848** or email ID **Arpitha.Hegde1@kotak.com**.
10. **We would also like to bring to your notice that if you continue to remain in default and do not comply with this notice, we have the liberty to share your default details with CIBIL (Credit Information Bureau India Limited). Please note that all the banks and Non- Banking Financial Companies provide credit facilities after verification of the credit history of the customer from CIBIL. A default history against your name could jeopardize your Credit Rating across the Industry.**
11. Please treat this notice as our Final Notice; you may ignore it at your own risk and cost
12. In the event Borrower/Guarantor/Mortgagor clearing amount payable for the regularization of the loan a/c including overdue amount within the given timeline, LRN stands withdrawn automatically without giving any further notice, in writing.

For Kotak Mahindra Bank Limited

Authorized Signatory

**Enclosure: - Annexure – 1**

CC- 1. Co-Borrower:- 1)None, R/o None, 2) None,R/o None 3) None,R/o None.

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2. Guarantor:- 1)Syam Verma,R/o 22 M G Road Mumbai 400037, 2) None,  
R/o R/o None.

BO-Beneficial Ownership:- -  
SRL-St of Resp and Liability:- -

Please note that your liability in the capacity of being a Co-borrower/Guarantor's as the case may be, under the aforesaid agreement is co-extensive with that of the abovenamed Borrower/Lessee/Hirer. Hence you are called upon to remit the above sum on or before the date as mentioned hereinabove, failing which appropriate legal action shall be initiated against you at your risks and expenses.

### Annexure – 1

**TOTAL OUTSTANDING DUE UNDER THE CRN NO. 361173112 AS ON @@ at  
RS. 76917.11/-**

S/No.	LOAN AGREEMENT DATE	LOAN ACCOUNTS ATTACHED WITH CRN NO. 361173112	Loan Amount in Rs.	Amount Outstanding in Rs
1	26-08-2023	SPLN62628007	353807	76917.11
	-	-	-	-
	-	-	-	-
	-	-	-	-
		<b>Total Loan Amount &amp; Loan Outstanding</b>	<b>353807</b>	<b>76917.11</b>

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