

November 23, 2021

SpeedPost



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HEMANT SHANTILAL RATHOD  
JANPRAKALP PLOT NO 503  
D 4 SECTOR 5  
NEAR CHARKOP MARKET KANDIVALI W  
MUMBAI  
400067

## **LOAN RECALL NOTICE**

- |   |   |                     |
|---|---|---------------------|
| 1 | HEMANT SHANTILAL RATHOD<br>JANPRAKALP PLOT NO 503<br>D 4 SECTOR 5<br>NEAR CHARKOP MARKET KANDIVALI W<br>MUMBAI<br>400067              | <b>Applicant</b>    |
| 2 | HEMANT SHANTILAL RATHOD<br>JANPRAKALP PLOT NO 503<br>D 4 SECTOR 5<br>NEAR CHARKOP MARKET KANDIVALI W<br>MUMBAI<br>400067              | <b>Applicant</b>    |
| 3 | VANDANA SHANTILAL RATHOD<br>JANPRAKALP CHS<br>PLOT NO 503 D 4 CHARKOP<br>NEAR CHARKOP MARKET SECTOR 5 KANDIWALI W<br>MUMBAI<br>400067 | <b>Co-Applicant</b> |

Dear Sir/Madam,

Sub: Your Loan/Credit Facility(ies) Account No.'s as described in the Schedule I

We wish to state that you the addressees mentioned herein above (referred to as "the borrower/s"), had approached the Bank for availing a loan/ credit facility(ies) as mentioned in the Schedule I. Pursuant to our consideration of your application, the loan/ credit facility(ies) as described in the schedule was disbursed/ sanctioned to you and an agreement was thereafter executed with you on the terms and conditions more particularly stated therein. While applying for the said loan/credit facility(ies), the borrower had inter alia agreed to abide by the terms and conditions governing the above said Agreement and/or agreed to make repayment of such loan/credit amount availed by you, by paying necessary monthly installments/interest/ fees / other charges, if any, regularly as per the repayment schedule or as per statement of account raised upon you by the Bank, which is the essence of the said Agreement.

In spite of repeated demands, you have committed series of defaults of the terms and conditions of the said Agreement and failed to pay the monthly installments/interest /fees/other charges towards repayment of the loan/credit facility(ies) amount on the due dates and damages on the delayed/unpaid loan/credit amount and interest till date. In fact, you have not only failed to make the payments of monthly installments/interest / fee / other charges, which are in arrears, but also the requisitions and reminders issued by the Bank have elicited no response. Hence, the same constitutes breach of the terms of the said Agreement executed by you.

We further state that on account of the said delay/arrears an amount of ₹ 168634.00 as mentioned in the Schedule I is due from you as on date under the said Agreement. The same excludes the future installments/interest due on the captioned Loan/Credit Facility(ies).

In view of your repeated and continuous breach of the terms and conditions of the said Agreement and in particular non-payment of the loan/credit amount and interest, we hereby recall the said loan/ credit facility(ies) and call upon you, the above said addressee/s jointly and severally to pay the entire outstanding balance together with interest and all sums payable under the said Agreement. Thus, an aggregate sum of ₹ 3242750.00 as mentioned in the Schedule I is due as on from you under the said Agreement which you are hereby called upon to pay to the Bank along with interest and other charges within 7 days from receipt of this notice.

To pay the dues, visit: [www.icicibank.com/pay](http://www.icicibank.com/pay) or <https://buy.icicibank.com/servicing/due> and select appropriate mode of payment. Alternatively, you can pay through Cheque/Demand Draft favouring ICICI Bank Ltd Account no. or simply visit any ICICI Bank loan servicing branch and pay in Cash.

We would also like to inform you that your loan/credit facility(ies) account information has been shared with credit bureaus as per guideline prescribed by the RBI. Various banks and specified users refer the reports/ information provided by credit bureaus on a customer's performance in repayment of availed loan/ credit facility(ies) before issuing a fresh loan/ credit to a customer. Hence, your irregularity towards repayment of the captioned loan/ credit facility(ies) may also affect your credit worthiness.

Please note that this notice is issued to make you, the aforesaid addressee/s liable to pay the demanded amount or also return the hypothecated/ mortgaged asset, if any, to the bank as per the terms and condition of the said agreement.

ICICI Bank values its relationship with its customers and feels that it is important to understand and be aware of our customers' circumstances that have prevented them from making their payments as agreed upon. Further, ICICI is committed to resolving disputes amicably, in a fair and impartial manner. Therefore, we propose that claim or dispute arising out of or in connection with the Loan Facility be referred to conciliation in accordance with the applicable conciliation rules of Sama and under the Arbitration and Conciliation Act, 1996 ("Act"). Conciliation is a voluntary and private dispute resolution process in which a conciliator, a neutral third person, assists the parties in an independent and impartial manner to reach a settlement. The process is guided by principles of objectivity and fairness. It will be conducted in a collaborative manner by the conciliator, taking into account the circumstances of the case with the aim to save time of both the parties.

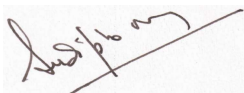
Hence, ICICI Bank proposes that notwithstanding anything contained in the Facility Documents, any claim or dispute arising out of or in connection with the Loan Facility, be referred to conciliation in accordance with the applicable conciliation rules of Sama and as per the Act. Such conciliation shall be conducted and administered online by an independent institution called Sama that provides the best of alternative dispute resolution processes to help companies and individuals resolve their disputes in a holistic manner. By virtue of the processes being administered online, it ensures minimal inconvenience to the parties and allows parties to minimize cost, time, effort, and travel for the proceedings.

Sama shall appoint an independent sole conciliator and provide administrative service in accordance with the rules of Sama, for the time being in force, as available on the website maintained by Sama hosted on [www.Sama.live]. Any settlement agreement reached between the Parties as a result of the conciliation proceedings shall be binding and final. In case if you want to know more about this, then kindly write to us on [customer.care@icicibank.com](mailto:customer.care@icicibank.com) mentioning your loan account number, email id /mobile number to identify and help you better.

Please note that on your failure to comply with the requisites contained herein with 7 days, the bank shall be compelled to take appropriate legal action against you in the matter without any further reference to you entirely at your risk as to the costs and consequences thereof. However, the Bank reserves its right to deposit the EMI Cheques/ Auto debit/ ECS/NACHetc., if any, issued towards part payment of the dues under and in respect of said loan/credit facility(ies) and proceed to take recovery action for the balance dues with further interest and cost.

If it so happens that you have already made the above payment, please ignore this notice

Yours sincerely,  
For ICICI Bank Ltd.,



Authorized Signatory  
For any further clarifications:  
Please approach the Bank Officials for service and grievance resolution: Or  
Visit the nearest ICICI Bank Branch at : ICICI Bank Ltd, 74 Techno Park, Opp.  
Seepz Gate-2, Cross Road, Marol MIDC, Andheri - 400093

Name : Kartik Naikar  
Contact No.: 7045955335

**SCHEDULE I**

| <b>Sr. No.</b> | <b>Nature of Credit Facility</b> | <b>Loan/Credit Facility Account Number</b> | <b>Total EMI overdues (In Rs.) as on 09 November 2021</b> | <b>Total Outstanding (In Rs.) as on 09 November 2021</b> |
|----------------|----------------------------------|--|---|--|
| 1              | CV                               | LVMUM00037783674                           | 91262.00 (Rs.)  | 1756679.00   |
| 2              | CV                               | LVMUM00037783891                           | 77372.00 (Rs.)  | 1486071.00   |
| <b>Total</b>   |                                  |  | 168634.00 (Rs.)   | 3242750.00   |