



Digital Service (Email/What's app/SMS /By Hand)

Ref: LRN/SEPTEMBER-24/00004

Date: 24-09-2024

1. Shailendra Singh
E-235, Block-E, Sector- 22, Noida, Gautam Buddha Nagar, 201301

SUB: LOAN RECALL NOTICE - LOAN AGREEMENT NO. LAI-00022663.

Sir/Madam,

Under instructions from our client M/s. LENDINGKART Finance LTD., A Non-Banking Finance Company incorporated under the provision of the Companies Act, 1956 and having its corporate office at 401, 4th Floor, Iconic Shyamal, Near Shyamal Cross Road, Ahmedabad – 380015, we hereby serve you with the following notice, the contents whereof you may please note: -:

1. Our client, aforementioned, is inter-alia, engaged in the business of rendering financial/credit facilities, in the form of Business loans to the intending borrowers as Lender/Co- Lender/Service Provider.
2. That you, the aforementioned addressee/s, in your capacity as Borrower/Co Borrower/Guarantor applied for seeking a financial facility from LENDINGKART Finance LTD. and our client LENDINGKART Finance LTD. which is a Lender/Co-Lender/Service Provider of LENDINGKART Finance LTD. from where you have taken a financial facility.
3. That the LENDINGKART Finance LTD. have assigned/given all rights to our Client M/s LENDINGKART Finance LTD. to initiate Legal actions or take follow-up for repayments of the loan availed by the addressee.
4. That after considering your loan application and relying upon the your representations and information provided by you, LENDINGKART Finance LTD. granted you a loan in the sum of Rs 60000 vide loan agreement No. LAI-00022663 which amount you, the aforementioned addressees, agreed to repay the entire loan along with interest thereupon, in the mode of equated monthly installments as per terms of loan agreement, executed in this regard and schedule of charges provided to you at the time of loan disbursal.
5. In consideration of the aforementioned loan availed from LENDINGKART Finance LTD. you, the aforementioned addressees, executed various documents in favour of LENDINGKART Finance LTD., including the loan agreement, promissory note etc.
6. You, the aforementioned addressees, have however, failed/avoided to adhere to the terms of the repayment of the said loan agreement, and have thus defaulted and neglected to pay various EMIs. Under these circumstances, you, the aforementioned addressees, have committed breach of the terms of the loan agreement, and have consequently rendered yourselves liable to repay the entire loan amount, along with interest thereupon as well as other charges, to our client, forthwith. Our client has therefore no option but to recall the entire loan, with interest and other charges. As on date, a total sum of Rs 133828 due and payable as on 2024-06-15 is thus due and payable by you, the aforementioned addressees, in respect of the said loan account.
7. In view of the above, you, the aforementioned addressees, are hereby jointly and/or severally called upon, to pay a sum of Rs 133828 to our client, within 7 days of receipt of this notice, failing which our client shall be constrained to recall the entire loan, along with interest and all costs, expenses etc. shall be at liberty to initiate legal proceedings (Civil & Criminal) against you for the recovery of same at your costs and consequences thereof and initiate the following among other remedies;
 - **Section 138 NI Act and Section 25 of PASSA which deals with dishonor of Cheque and ECS, respectively, provide for punishment for Imprisonment up to 2 years, and/or fine up to twice the amount of the Cheque/ECS amount or both.**
 - **Initiate legal proceedings for recovery including Civil/Arbitration Proceedings and seek attachment of your assets, for the recovery of the dues of our client etc.**
 - **Government Employees salary / pension can be attached for execution of Award.**
 - **Information about your debt will be shared with other financial institutions and banks (through CIBIL). You may not**

receive any other loan (two-wheeler, car, credit card) in future from any other financial institution and may face difficulty finding a new job as companies check CIBIL before hiring.

- **Initiate Legal Proceeding Under Insolvency and Bankruptcy Code, 2016 before National Company Law Tribunal.**

8. Please note that you shall be liable to pay the entire outstanding amount (Total Outstanding Amount) along with applicable interest & charges due and payable on the date of the actual payment made by you.
9. A copy of this notice is retained in our office for future necessary action. In case, you have already made all overdue payments before receipt of this notice to our client, please ignore the same. If you wish to pay immediately to avoid any legal consequences, please contact our legal representative and follow the link provided by our legal representative to make the requisite payment against your loan account to our client.
10. For any further clarification, you may Contact us LENDINGKART Finance LTD., 4th floor, 401, Iconic Shyamal, NR Shyamal crossroad, satellite, Ahmedabad 380015, or else you may contact our local representative. Mr./Ms. AMIT SAHNI on Mob - 7678222425. Copy of this notice is retained for future reference



RAJIV RANJAN DWIVEDI

Advocate



डिजिटल सेवा (ईमेल/वॉट्स अप/असअसअस/हाथથી)

संदर्भ: LRN/SEPTEMBER-24/00004

तारीख: 24-09-2024

1. Shailendra Singh

E-235, Block-E, Sector- 22, Noida, Gautam Buddha Nagar, 201301

सम: लोन रिटोल नोटिस - लोन अग्रिमिन्ट नं. LAI-00022663.

सर/मेडम,

अमारा क्लायन्टनी सूचनाओ हेठण M/s. लेन्डिंगकार्ट फाइनान्स लिमिटेड, कंपनी अकेट, 1956 नी जोगवाह हेठण समाविष्ट अके नोन-वेंडिंग फाइनान्स कंपनी अने तेनी कोर्पोरेट ओडिस 401, 4था भाणे, आर्गनोमिक श्यामल, श्यामल क्रोस रोड पासे, अमदावाए - 380015 पर छे, अमे तमने नीचेनी साथे सेवा आपीअे छीअे. नोटिस, समाविष्टो जेनी तमे कृपा करीने नोध लो: -:

- अमारा क्लायन्ट, उपरोक्त, अन्य बाबतोंनी साथे, धिराएकर्ता/सह-धिराएकर्ता/सेवा प्रदाता तरीके ईच्छुक उधार लेनाराओने व्यवसाय लोनना स्वयंभूत नाणाकीय/धिराए सुविधाओ प्रदान करवाना व्यवसायमां रोकायेल छे.
- तमे, उपरोक्त सरनाभुं आपनार/ओ, उधार लेनार/सह धिराएकर्ता/जामीनदार तरीके तमारी क्षमतामां LENDINGKART Finance LTD. अने अमारा क्लायन्ट LENDINGKART फाइनान्स लिमिटेड पासेथी नाणाकीय सुविधा भेणववा माटे अरजु करी छे जे अके धिराएकर्ता/सह-धिराएकर्ता/सेवा छे. LENDINGKART Finance LTD. प्रदाता ज्यथांथी तमे नाणाकीय सुविधा लीधी छे.
- के LENDINGKART Finance LTD. अे अमारा क्लायन्ट मेसर्स लेन्डिंगकार्ट फाइनान्स लिमिटेडने कायदाकीय पगलां लेवा अथवा सरनामां द्वारा भेणवेली लोननी चुकवएली माटे झोलो-अप करवा माटे तमाम अधिकारो सौंप्या/आप्या छे.
- के तमारी लोन अरजु पर विचार कर्या पछी अने तमारी रजुआतो अने तमे आपेली माहिती पर आधार राप्या पछी, LENDINGKART Finance LTD. अे तमने रु 60000 नी रकममां लोन आपी. LAI-00022663 लोन वितरण समये तमने पूरा पाडवामां आवेल चार्जिस अने समयपत्रक.
- LENDINGKART Finance LTD. पासेथी लीधेली उपरोक्त लोनने ध्यानमां रापीने तमे, उपरोक्त सरनामांओअे, लोन करार, प्रोमिसरी नोट वगैरे सहित LENDINGKART Finance LTD. नी तरकेलांमां विविध दस्तावेजोनो अमल कर्यो.
- तमे, उपरोक्त सरनामांओ, जो के, उपरोक्त लोन करारनी चुकवएलीनी शरतोनुं पालन करवामां निष्कण/अवगएया छो, अने आ रीते विविध EMI चुकववामां डिफॉल्ट अने अवगएला करी छे. आ संजोगोमां, तमे, उपरोक्त सरनामांओअे, लोन करारनी शरतोनो लंग कर्यो छे, अने परिणामे तमे तमारी जतने लोननी संपूर्ण रकम, त्यारपछीना व्याज तेमज अन्य शुल्क सहित, अमारा क्लायन्टने तरत ज चुकववा माटे जवाबदार छो. तेथी अमारा क्लायन्ट पासे व्याज अने अन्य शुल्क सहित समग्र लोन परत लेवा सिवाय कोर्ग विकल्प नथी. तारीख मुजब, कुल रु. 133828 बाडी छे अने 2024-06-15 ना रोज चुकववापात्र छे आ रीते, उपरोक्त सरनामांओ, तमारा द्वारा चुकववापात्र छे, उक्त लोन जाताना संदर्भमां.
- ध्यानमां रापीने, तमे, उपरोक्त संबोधितोने, आथी संयुक्त रीते अने/अथवा अलग-अलग रीते आहवान करवामां आवे छे के, अमारा माटे रु. 133828 नी रकम चुकववा. क्लायन्ट, आ नोटिस मध्याना 7 दिवसनी अंदर, जो अमारा क्लायन्टने व्याज अने तमाम अर्थ, अर्थ वगैरे सहित समग्र लोन परत जोलाववा माटे मजबूर करवामां आवशे. तमारा अर्थ अने तेना परिणामो पर तेनी पुनःप्राप्ति अने अन्य उपायोमां नीचेनानो प्रारंभ करो;
 - कलम 138 NI अकेट अने PASSA नी कलम 25 जे अनुक्रमे चैक अने ECS ना अपमान साथे काम करे छे, 2 वर्ष सुधीनी केंदनी सजा अने/अथवा चैक/ECS रकमनी नमएली रकम सुधीनो दंड अथवा नंनेनी जोगवाह करे छे.
 - सिविल/आर्गिनिशन प्रोसिडिन्स सहितनी वसूलात माटे कानूनी कार्यवाही शरु करे अने अमारा क्लायन्टना लेलांनी वसूलात वगैरे माटे तमारी संपत्तिओनुं जोडाए मागो.
 - सरकारी कर्मचारीओनो पगार/पेन्शन अेवोर्डना अमल माटे जोडी शकाय छे.
 - तमारा टेवा विशेषी माहिती अन्य नाणाकीय संस्थाओ अने बैंको (CIBIL द्वारा) साथे शेर करवामां आवशे. तमे लविष्यमां कोर्गपएल अन्य नाणाकीय संस्था पासेथी अन्य कोर्ग लोन (दु-वहीलर, कार, क्रेडिट कार्ड) भेणवी शकशो नहीं अने नवी नोकरी शोधवामां मुश्केलीनो सामनो करवो पडी शके छे कारए के कंपनीओ लाडे लेता पहेला CIBIL तपासे छे.
 - नेशनल कंपनी लो ट्रिब्युनल समक्ष नादारी अने नादारी कोड, 2016 हेठण कानूनी कार्यवाही शरु करे.
- भेरेनानी करीने नोध करो के तमे समग्र बाडी रकम (कुल बाडी रकम) नी साथे लागु व्याज अने शुल्क चुकववा माटे जवाबदार हशो अने तमारा द्वारा करवामां आवेल वास्तविक चुकवएलीनी तारीजे चुकववापात्र हशो.
- आ नोटिसनी नकल लविष्यनी जरूरी कार्यवाही माटे अमारी ओडिसमां राजवामां आवी छे. जो तमे अमारा क्लायन्टने आ नोटिसनी प्राप्ति पहेलां

તમામ મુદતવીતી ચૂકવણી કરી દીધી હોય, તો કૃપા કરીને તેને અવગણો. જો તમે કોઈપણ કાનૂની પરિણામોને ટાળવા માટે તરત જ ચૂકવણી કરવા ઈચ્છો છો, તો કૃપા કરીને અમારા કાનૂની પ્રતિનિધિનો સંપર્ક કરો અને અમારા કલાયન્ટને તમારા લોન એકાઉન્ટ સામે જરૂરી ચુકવણી કરવા માટે અમારા કાનૂની પ્રતિનિધિ દ્વારા આપવામાં આવેલી લિંકને અનુસરો.

10. કોઈપણ વધુ સ્પષ્ટતા માટે, તમે અમારો સંપર્ક કરી શકો છો LENDINGKART FINANCE LIMITED, AMIT SAHNI મોબ પર - 7678222425. આ નોટિસની નકલ ભવિષ્યના સંદર્ભ માટે રાખવામાં આવી છે



(એડવોકેટ)

(એડવોકેટ્સ અને લીગલ કન્સલ્ટન્ટ્સ)