Ref No. .....

WITHOUT PREJUDICE

SPEED POST / EMAIL

Dated: **07/Nov/26**

/7

To,

Sampad Kundu (Borrower)
SO SWAPAN KUNDU ICHAPUR DAKSHIN PARA HAORA
CORPORATION SANTRAGACHI HOWRAH NEAR SHIVAJI
SANGHA CLUB HOWRAH WestBengal 711104
Mobile: 8334852705
Email: SAMPADKUNDU1@GMAIL.COM

Sampad Kundu (Borrower)
41 RAJA RAM MOHAN ROY ROAD HAKIMPARA SILIGURI
NEAR T S CLUB Darjeeling WestBengal 734001
Mobile: 8334852705
Email: SAMPADKUNDU1@GMAIL.COM

SUB: LOAN RECALL CUM INVOCATION NOTICE UNDER SECTION 21 OF THE ARBITRATION AND CONCILIATION ACT, 1996

Ref.: Loan Account No. 0456PLA00055553

Dear Sir/Madam,

We act for and on behalf of Axis Finance Limited, having its registered office at C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai – 400025, a company incorporated under the applicable provisions of the Companies Act and a Non-Banking Financial Company registered with the Reserve Bank of India (hereinafter referred to as "Our Client" or "AFL"). Under instructions from and on behalf of Our Client, we hereby issue and serve upon you this Loan Recall cum Invocation Notice in respect of the aforesaid loan facility, whereby Our Client recalls the Said Facility and simultaneously invokes the arbitration agreement contained in the Loan Agreement under Section 21 of the Arbitration and Conciliation Act, 1996 (the "Act").

1. Our Client states that financial assistance was sanctioned and disbursed to you under Loan Account No. 0456PLA00055553 . At your request, AFL sanctioned a loan of **1,311,186.00 (INR Thirteen Lakh, Eleven Thousand, One Hundred And Eighty Six only.)** (hereinafter referred to as the "Said Facility"). Pursuant thereto, you executed the**Personal Loan** Agreement and related transactional documents and undertook to repay all amounts due and payable to AFL in accordance with the agreed terms.
2. That under the terms and conditions governing the Said Facility, you were required to repay the Equated Monthly Instalments ("EMIs") on their respective due dates, in accordance with the terms agreed between you and Our Client. Timely repayment of the EMIs constituted an essential obligation under the Said Facility.
3. **That after availing the Said Facility, you failed to maintain financial discipline and committed defaults in payment of the EMIs on their respective due dates. Despite repeated demands and follow-ups by Our Client, you failed and/or neglected to regularise the account and discharge the amounts due under the Said Facility. Consequently, a sum of 660,513.00 (INR Six Lakh, Sixty Thousand, Five Hundred And Thirteen only.) is outstanding as on 05.10.2026 towards the said loan facility.**
4. **That on account of your continued failure to maintain financial discipline and discharge your repayment obligations, Our Client hereby recalls the Said Facility with effect from the date of delivery of this notice. You are hereby called upon to pay the entire outstanding amount of 660,513.00 (INR Six Lakh, Sixty Thousand, Five Hundred And Thirteen only.) together with applicable interest, charges, costs and other contractual dues, as may be payable under the terms of the Said Facility, forthwith upon receipt of this notice.**
5. That the aforesaid failure to discharge your repayment obligations has resulted in disputes having arisen between you and Our Client in relation to the Said Facility.
6. That the Loan Agreement executed between you and Our Client contains an arbitration clause providing, inter alia, for resolution of disputes arising out of or in connection with the said agreement through arbitration.
7. That in terms of the agreed terms and conditions of the Loan Agreement, any dispute(s) arising between you and Our Client in relation to the Said Facility are required to be resolved through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
8. Accordingly, Our Client hereby invokes the arbitration clause contained in the Loan Agreement and calls upon you to participate in the arbitration proceedings for adjudication and resolution of the disputes arising between you and Our Client.
9. That, with a view to facilitating the conduct of the arbitration proceedings and providing appropriate administrative and technological assistance to the parties and the Arbitral Tribunal, the arbitration proceedings shall be administered through LWTODR, an Online Dispute Resolution ("ODR") / Alternative Dispute Resolution ("ADR") platform operated b y I-O2I OUTSOURCING PVT. LTD., having its office at Second Floor, Property No. 520-E, KHASRA NO. 13/19, MINANGLI

SAKRAWATI INDUSTRIAL AREA, NAJAFGARH, NEW DELHI – 110043.

10. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, the terms of the applicable arbitration agreement and the applicable procedural framework. The proceedings may be conducted through LWTODR's digital platform and such other modes as may be permissible under the applicable law and directed by the Arbitral Tribunal.
11. The dispute shall be referred to an independent, qualified and competent Arbitrator in accordance with the applicable arbitration agreement and the applicable law. The Arbitrator shall adjudicate the disputes independently and in accordance with law. The award passed by the Arbitral Tribunal shall be dealt with in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
12. That if you dispute the existence, validity or applicability of the arbitration agreement, or dispute any of the claims, amounts or other particulars stated herein, you are called upon to communicate your objections in writing to the undersigned and Our Client within **30 days** from the date of delivery of this notice, setting out the specific grounds of such objection, along with any documents or information relied upon by you. In the absence of a response within the aforesaid period, Our Client shall be at liberty to take such further steps as may be available to it under the Loan Agreement and applicable law, including commencement of arbitration proceedings in accordance with the applicable arbitration agreement and law.
13. This notice is issued without prejudice to all rights, remedies, claims and contentions of Our Client, all of which are expressly reserved.

For any further communication, the Noticee may reach out to us at .

Take notice that the present notice is being served upon you by Speed Post and Email.

Copy retained in our office for record and future reference.

For VMA Legal LLP

Lavanshi Tiwari

Advocate