

This Annexure shall be an integral part of the Loan Agreement dated _____ (“Agreement”), executed by and between the Borrower and the Bank/Lender, and shall be read, interpreted and construed accordingly.

The Borrower and the Bank hereby expressly agree and acknowledge that clause 20 of the Agreement along with the heading “Governing Law & Jurisdiction” is replaced entirely with the clause and heading as under:

Governing Law, Dispute Resolution & Jurisdiction

This Agreement shall be governed by the Laws of India.

Notwithstanding anything to the contrary contained herein, any dispute, differences or claims, between the Parties, arising out of and/or relating to this Agreement (“Dispute”) whether during its subsistence or thereafter, shall be referred to and resolved by arbitration, to be administered by an independent arbitration institution in accordance with its dispute resolution rules (“Rules”).

The Party invoking arbitration (“Claimant”) may opt for any one of the independent arbitration institutions from the list of institutions listed on the Bank’s website <https://bandhan.bank.in/independent-arbitration-institutions> as independent arbitration institution (“Independent Institution”) and thereafter intimate its selection of the Independent Institution to the other Party (“Respondent”) in writing. The Respondent shall either: (i) confirm in writing acceptance of the Independent Institution to the Claimant within a period of ten (10) days from the date of receipt of such intimation (“Notice Period”), or (ii) convey objection, if any, in writing to the Claimant, against the proposed Independent Institution within the said Notice Period and propose the name of another independent arbitration institution from the list of institutions listed on Bank’s website (“Substitute Institution”). However, if the Claimant does not receive any response from the Respondent within the said Notice Period and/or does not receive the details of any Substitute Institution, the Claimant shall be entitled to request the Independent Institution to nominate the sole arbitrator as per its Rules. In the event, the Respondent conveys objection as per (ii) above and proposes the Substitute Institution, then the Claimant shall be entitled to request the Substitute Institution to nominate the sole arbitrator as per its rules.

The Parties agree and acknowledge that the arbitration shall be conducted by a sole arbitrator to be appointed by the Independent Institution or Substitute Institution, as the case may be, as per its Rules. These Rules shall be in conformity with the Arbitration and Conciliation Act, 1996 and its rules, as amended from time to time. The copy of the Rules is made available on the website of the Independent Institution or Substitute Institution, as the case may be. The juridical seat of arbitration shall be Kolkata, India. The language of arbitration shall be English. The law governing

the arbitration proceedings shall be Indian laws. The award of the arbitrator shall be final and binding on the Parties.

The Parties agree, confirm and consent to carry out the arbitration proceedings virtually through the online dispute resolution (“ODR”) platform of the Independent Institution or Substitute Institution, as the case may be.

For and on behalf of _____ (Borrower)

Name: _____

(duly authorised and empowered vide resolution/letter of authority dated _____, passed by the board/committee/governing body of _____)

(Authorised Signatory)

For and on behalf of _____ (Co-Borrower)

Name: _____

(duly authorised and empowered vide resolution/letter of authority dated _____, passed by the board/committee/governing body of _____)

(Authorised Signatory)

For Bandhan Bank Limited (Bank)

Name of Authorised Signatory: _____

Employee Code: _____

(Authorised Signatory)

Date:

D	D	M	M	Y	Y	Y	Y
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Place: _____