**The Chief Executive Officer Date:   
Punjab National Bank  
DIFC Dubai**

**REG: UNDERTAKING**

We\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have approached your good bank for sanction of the facility of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In this regard we on behalf of the firm and all partners/directors/authorized signatories (Borrower) authorizes the Punjab National Bank (Lender) to disclose any information relating to its dealings including any information provided by the us to:

* + 1. the head office of Punjab National Bank, any of its subsidiaries or subsidiaries of its holding company, Affiliates, representative and branch offices in any jurisdiction (together with Lender, the “**Permitted Parties**”);
    2. professional advisers and service providers of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;
    3. any actual or potential assignee, novatee, transferee, participant or sub-participant in relation to any of Lender's rights and/or obligations under any agreement (or any agent or adviser of any of the foregoing) provided that such persons are bound by a duty of confidentiality;
    4. any rating agency, auditors (internal or external), insurer or insurance broker of, or direct or indirect provider of credit protection to any Permitted Party;
    5. any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Permitted Parties,
    6. to Reserve Bank of India (RBI), Credit Information Bureau (India) Ltd. or any other bureau as may be approved by RBI or any other regulator in the Relevant Jurisdiction or UAE, the name of the Borrower and its directors as defaulters in such manner and in such medium as the lender in their absolute discretion may deem fit in case of default in repayment of Facility or payment of interest thereon on due dates;
  + Any information about the Borrower and the Finance Documents as the Lender shall consider appropriate in connection with the services provided or to be provided by the Lender and facilitating the Lender’s management of the banking relationship between the Lender and/or its Affiliate and the Borrower.
  + The Borrower agrees that the Lender reserves the right to exchange credit information/ reports regarding the Borrower and the Corporate Guarantor with other banks, credit references agencies, solicitors, auditors etc as and when it deems necessary.
  + The Borrower agrees that in case of a default in repayment of Loan or payment of interest on the Final Repayment Date and the Interest Payment Date, respectively, the Lender will have the right to share such information with credit rating agencies and shall have right to disclose the name of the Borrower and its directors as defaulters in such manner and through such medium as the Lender or the credit rating agencies, may think fit.
  + The Borrower agrees that if any of its facility/ account becomes NPA, maintained with the bank in branches in India/UAE/any other geographical jurisdiction, than all its facilities/ accounts maintained with bank across all jurisdictions will be classified as NPA, in compliance with the Reserve Bank of India guidelines.

Authorized Signatory