

## **CONFIDENTIALITY CUM NON DISCLOSURE UNDERTAKING**

This Confidentiality Cum Non disclosure Undertaking is made at Pune on \_\_\_\_ day of September, in the year Two thousand thirteen, **by** \_\_\_\_\_, a body corporate constituted under the Companies Act/\_\_\_\_\_, having its registered office at \_\_\_\_\_ hereinafter referred to as **Company**, which expression will include its successors, assigns and legal heirs, in favour of **Bank of Maharashtra**, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at "Lokmangal, 1501, Shivaji Nagar, Pune -411005 hereinafter referred to as the **Bank**, which expression will include its successors and assigns.

1. That Bank of Maharashtra has published advertisement for empanelment of Financial advisor for sale of Non- Performing Assets on 19.12.2014.
2. That the company is contemplating to submit the offer in pursuance of the Bank's advertisement.
3. That the company if empanelled will have access to banks confidential information including the security and finance documents,

**NOW, THEREFORE, in consideration thereof, it is undertaken by the company as under-**

- a. To hold all Confidential Information received from Bank of Maharashtra in confidence. That the company will use such Information only for the purpose of submission of the offer.
- b. To restrict disclosure of such Information to the company's employees and employees of its affiliated companies with a need to know and inform such employees of the obligations assumed herein. That the company will not disclose such Information to any third party without prior written approval of the Bank.
- c. To protect Information received from the Bank with at least the same degree of care as it normally exercised to protect its own proprietary information of similar nature.
- d. To ensure that their employees will not disclose any information so received even after they cease to be employees of the recipient. The recipient party shall ensure this by own internal agreements.
- e. This agreement to exist even after termination of empanelment and or entrustment of assignment with Bank of Maharashtra.

IN WITNESS WHEREOF, \_\_\_\_\_ (company) has caused this undertaking to be executed as of the date set forth above.

**For and on behalf of Company:**

**Authorized Signatory:**

Name of Authorized Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_  
\_\_\_\_\_ (Name of Organization)

Date : \_\_\_\_\_

**Witness**

Name of Authorized Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_  
\_\_\_\_\_ (Name of Organization)  
Date: \_\_\_\_\_

**For and on behalf of Bank of Maharashtra**

**Deputy General Manager  
Recovery and Legal Services**