

## APPENDIX-III

### UNDERTAKING CUM DECLARATION

We, \_\_\_\_\_ (name of firm/agency), having our registered office at \_\_\_\_\_, hereby submit this undertaking in connection with our request for empanelment as a Recovery Agent with **The Nainital Bank Ltd.**

1. We solemnly affirm that we meet and fully comply with all the eligibility criteria, norms, and conditions prescribed by The Nainital Bank Ltd for empanelment of Recovery Agents, including those stipulated under applicable laws, RBI guidelines, and internal bank policies.
2. We declare that neither our firm/agency nor any of our Directors/Partners/Proprietor/Managers/Employees nor any of our associated/sister concerns has ever been:
  - convicted or found guilty by any Court of Law for any criminal, civil, economic, or moral-turpitude-related offence,
  - subjected to indictment, penal action, adverse order, or penalty by any statutory, regulatory, judicial, or governmental authority in India or abroad, in connection with fraud, misappropriation, financial irregularities, or other grave offences.
3. We further certify that we have **never been blacklisted, debarred, suspended, removed, or disqualified** by any Bank, Financial Institution, Public Sector Undertaking, Government Department, Regulatory Body, Self-Regulated Organization, or any other authority. We also confirm that we have **never been included in the caution list of the Indian Banks' Association (IBA)**.
4. We confirm that there are no ongoing investigations, inquiries, prosecutions, surveillance actions, or proceedings—criminal, civil, regulatory or administrative—pending against us, our Directors/Partners/Proprietor/Managers/Employees, or any sister concern, before any police authority, statutory authority, tribunal, or court of law.
5. We undertake that all particulars, documents, and information submitted by us to The Nainital Bank Ltd are true, complete, correct, and authentic to the best of our knowledge and belief. We acknowledge that any misrepresentation, concealment, or suppression of facts shall make us liable for immediate removal from empanelment and for any legal or financial consequences arising therefrom.
6. We hereby undertake to:
  - maintain **strict confidentiality** of all information, documents, customer data, security details, legal papers or material\*\* entrusted or made available to us in the course of recovery-related work;
  - ensure that such information shall not be misused, disclosed, copied, reproduced, transmitted or shared with any third party except with the **prior written approval** of the Bank;
  - abide by all applicable directions related to **data privacy and secrecy**, including but not limited to statutory obligations, RBI/FIU guidelines, and the Bank's internal protocols;
  - ensure that all staff engaged by us execute confidentiality and non-disclosure commitments; and
  - return or securely destroy all records once our assignment ends or upon directions of the Bank.

7. We hereby irrevocably and unconditionally agree to **indemnify, defend and hold harmless** The Nainital Bank Ltd, its officers, employees, representatives and agents against any loss, claim, liability, penalty, cost, interest or damages whatsoever arising out of or in connection with:

- any misstatement, concealment or incorrect information furnished by us;
- any misconduct, negligence, act, omission, or breach of duty by us or our employees;
- any violation of law, RBI directives, Bank policies or instructions;
- any unauthorized disclosure or misuse of Bank information or customer data; and
- any claims or litigations initiated by third parties on account of our conduct.

This indemnity shall survive the empanelment, expiry or termination of our engagement with the Bank.

8. We confirm that all documents and details submitted by us are true, correct, and complete. Any false declaration or suppression of material information shall make us liable for termination from empanelment and appropriate legal action.
9. We agree that the decision of the Bank's Selection Committee regarding empanelment, suspension, continuation, or removal shall be **final and binding**, and we shall abide by the same without dispute.
10. We unconditionally agree that the decision of the Bank's Selection Committee regarding our empanelment or rejection shall be **final, binding, and conclusive**, and we shall have no claim, right, or dispute against the same at any stage.
11. In the event of any change in status concerning the declarations above—including but not limited to investigations, disciplinary proceedings, or blacklisting—we undertake to notify The Nainital Bank Ltd immediately in writing.
12. We undertake to immediately notify the Bank in writing if any material change occurs relating to ownership, legal status, investigations, disciplinary actions, or any matter covered in this undertaking.

We hereby execute this undertaking in good faith, fully aware that The Nainital Bank Ltd shall rely upon the statements made herein for deciding our eligibility for empanelment.

Signed and submitted on this \_\_\_\_ day of \_\_\_\_, **20**.

Authorized Signatory (Name & Designation)

For: \_\_\_\_\_ (Agency Name)

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ (With Stamp/Seal of the Agency)