

<On the letterhead of the Company>

Date:

ICICI Bank Limited, Singapore Branch
9, Raffles Place
50-01 Republic Plaza
Singapore 048619

Dear Sirs:

In consideration of ICICI Bank Limited, Singapore Branch ("ICICI Bank") agreeing to establish a banking relationship with us ("the Company") we do hereby, agree, confirm and undertake that at the start of and for the whole of the period of the banking relationship of the Company with the ICICI Bank:

The shareholding pattern of the Company given in Annexure A is correct and updated to reflect our records as of _____. The Company declares that all control over the Company and beneficial interest in the Company is vested only in shares and no transfer of its shares is effective unless such transfer has been registered with the Company (transfer includes all manners of charge over the shares and transfers of beneficial interest in the shares).

- (i) so long as ICICI Bank has a banking relationship with the Company:-
- (a) we shall, immediately upon issuance/allotment by the Company of any shares, inform details (as per Annexure A) of the issuance/allotment of such shares;
 - (b) we shall upon, recognizing or registering any transfer of shares, both present and future, (as given in Annexure A) in the capital of the Company inform details of the transfer of such shares within 15 working days of such recognition/registration;
 - (c) All requisite approvals and other actions required to be taken in connection with the execution of this Undertaking and the performance of our obligations hereunder have been taken and this Undertaking will constitute our legally valid, binding and enforceable obligations.

We agree that it is on the faith of our aforesaid agreements, confirmations and undertakings that ICICI Bank has agreed to establish a banking relationship with the Company. In the event of failure by us to comply with any terms contained in this letter or if any statement contained herein is or becomes false, ICICI Bank shall be entitled to treat the banking relationship as void ab initio or terminate its banking relationship with the Company immediately at its sole discretion.

We agree and confirm, for the avoidance of doubt, that the term "banking relationship", when used in this letter means opening a bank account by ICICI Bank as per its normal terms and conditions and/or also providing such other banking services as may be requested by the Company and agreed by ICICI Bank at its sole discretion from time to time (as per such terms and conditions as stipulated by ICICI Bank at its sole discretion). Nothing contained herein shall be construed so as to create an obligation on ICICI Bank to provide any of its products and services (including without limitation, any credit facilities) to the Company, which shall be provided only if and when approved by ICICI Bank at its sole discretion.

Yours faithfully,

For _____ (the "Company")

Authorised Signatory(ies)

Annexure A - Details of Shareholding

Name of Shareholder	No. of Shares	%age shareholding	Paper/ Electronic	Share Type